

AGENDA

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

Monday, March 5, 2018 at 6:00 p.m. at the Fairplay Town Hall Meeting Room

901 Main Street, Fairplay, Colorado

- I. CALL TO ORDER REGULAR MEETING @ 6:00 P.M.**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. APPROVAL OF MINUTES** – February 5, 2018
 - B. APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$79,527.75
 - C. Should the Board Approve Adoption of Resolution No. 3, series of 2018, 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 CERTAIN REAL PROPERTY COMMONLY KNOWN AS RIVER BUSINESS PARK, PARCEL B, FAIRPLAY, COLORADO."?**
 - D. Should the Board Approve Adoption of Resolution No. 4, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, GRANTING APPROVAL OF THE APPLICATION FOR A SPECIAL USE PERMIT FOR STAN KOPUNEC."?**
- VI. CITIZEN COMMENTS**
- VII. PUBLIC HEARINGS**
 - A. Should the Board Approve Adoption of Resolution No. 5, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, GRANTING APPROVAL OF THE EXTENSION OF A SPECIAL USE PERMIT FOR CERTAIN REAL PROPERTY COMMONLY KNOWN AND NUMBERED AS 249 U S HIGHWAY 285, FAIRPLAY, COLORADO."?**
- VIII. UNFINISHED BUSINESS**
 - A. Other Discussion Items**
- IX. NEW BUSINESS**
 - A. Should the Board Approve Adoption of Resolution No. 6, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A REVOCABLE LICENSE AGREEMENT WITH DALE AND KATHERINE FITTING FOR THE USE OF PRIVATELY-OWNED PROPERTY FOR PLACEMENT OF A TOWN CHRISTMAS TREE."?**
 - B. Should the Board Approve Adoption of Resolution No. 7, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AMENDED REVOCABLE LICENSE AGREEMENT WITH SAM MICK FOR THE PROPERTY LOCATED AT 401 MAIN STREET."?**
 - C. Should the Board Approve Adoption of Resolution No. 8, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, DELEGATING AUTHORITY AND RESPONSIBILITY TO THE TOWN CLERK TO APPOINT ELECTION JUDGES."?**

This Agenda May Be Amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, March 1, 2018

- D. Should the Board Approve Adoption of Resolution No. 9, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUNN PLANNING & POLICY, LLC FOR CONSULTANT PLANNING SERVICES FOR THE TOWN OF FAIRPLAY."
- E. Should the Board Approve Adoption of Resolution No. 10, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AMENDING THE FEE SCHEDULE."
- F. Other New Business

X. STAFF REPORTS

XI. MAYOR AND TRUSTEE REPORTS

XII. ADJOURNMENT

Upcoming Meetings/Important Dates:

Pizza Night presented by Friends of the Fairplay Community @ South Park Pub & Grill	March 8, 2018 4:30 – 7p.m.
Casino Night presented by South Park Schools Foundation @ American Legion	March 10, 2018 6 – 8:30p.m.
Board of Trustees Meeting	March 19, 2018 @ 6p.m.
Fairplay Easter Egg Hunt presented by American Legion @ South Park City Museum	April 1, 2018
Board of Trustees Meeting	April 2, 2018 @ 6p.m.
Spud Fest presented by Friends of the Fairplay Community @ Hand Hotel	April 13, 2018
Board of Trustees Meeting	April 16, 2018 @ 6p.m.

This Agenda May Be Amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, March 1, 2018

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
February 5, 2018**

CALL TO ORDER REGULAR MEETING OF THE BOARD OF TRUSTEES

The regular meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:00 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Gabby Lane who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Eve Stapp, Ray Douglas and Frank Just. Also in attendance were Legal Counsel Erin Smith, Town Administrator/ Clerk Tina Darrah, Interim Police Chief Bo Schlunsen, Town Treasurer Kim Wittbrodt, Deputy Town Clerk Claudia Werner and Assistant to the Town Administrator Mason Green. Public Works Director Vaughn Mead joined the meeting in progress.

AGENDA ADOPTION

Motion #1 by Trustee Just, seconded by Trustee Douglas, that the agenda be adopted as presented. Motion carried unanimously.

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

- A. **APPROVAL OF MINUTES** – January 22, 2018
- B. **APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$18,113.42.

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

CITIZEN COMMENTS

No citizen comments were offered.

PUBLIC HEARING

- A. **Continued** – Consideration of a Special Use Permit application as submitted by Stan Kopunec for the property located at 249 U S Hwy 285 to allow manufacturing, fabrication and assembly of log homes and to allow the continued use of the existing shipping container located on the Commercial (C) zoned property.

The Public Hearing was re-opened by Mayor Lane at 6:05 p.m.

This public hearing was continued from the December 4, 2017, January 8, 2018 and January 22, 2018, Board of Trustees meetings to allow the applicant, Stan Kopunec, to provide additional information to the Board prior to a motion to approve or deny the application. Town Administrator/ Clerk Darrah presented the additional information provided by the applicant. The applicant wishes to obtain this Special Use Permit to allow for up to three log kit homes being assembled or completed on the 20 acre parcel, known as Parcel B, River Business Park, Filing 1, at any one time over the next two years. The log kit homes will provide screening for the existing shipping container on the property so that it is no longer visible from U S Highway 285.

Derek Kopunec and Rick Bohlken answered Board questions and spoke on behalf of the applicant, Stan Kopunec, who was unable to attend the meeting. The log kit homes, as soon as practical, and shipping container will be locked or secured at all times for public safety. Building materials will be stored in the shipping container. The applicant will use the Riverside Inn restrooms and refuse collection/ removal service. Existing access to this property is provided by the access easement on the Highway 285 frontage as well as a road that enters the property from the south and crosses the 20 acre parcel behind the Riverside Inn.

There were no comments in opposition to this application.

The Board stated that the applicant and/or those operating the log kit assembly business will need to use quiet generators and other equipment and the hours of operation should be limited to 7 a.m. to 7 p.m., Monday through Saturday and there shall be no operation of the log kit home assembly on Sundays and holidays. The property will be kept neat and orderly at all times and all tools, equipment, building materials, trash, etc will be disposed of or stored in the shipping container prior to end of operations each day.

Public hearing was closed at 6:26 p.m. by Mayor Lane.

Motion #3 by Trustee Just, seconded by Trustee Dodge, that the Board approve the Special Use Permit for Parcel B, River Business Park, Filing No. 1, to allow the log kit assembly operation and the shipping container with conditions and directing staff to prepare a resolution stating such approval to be considered at the March 5th meeting. Motion carried unanimously.

- B. Consideration of a Special Use Permit application as submitted by Stan Kopunec for the property located at 249 U S Hwy 285 to allow two shipping containers for storage of various hotel supplies and materials on the Commercial (C) zoned property.

The Public Hearing was opened by Mayor Lane at 6:27 p.m.

Town Administrator/ Clerk Darrah presented the application and stated that Mr. Kopunec has re-applied for the special use permit to allow two conex containers on his property at the Riverside Inn Hotel. The applicant was granted a special use permit for these containers on June 5, 2017, but failed to comply with the special use permit conditions and therefore it was revoked on November 6, 2017. The conditions of the previous special use permit have now been met and the applicant wishes to keep them for the hotel's use.

Derek Kopunec answered Board questions and spoke on behalf of the applicant, Stan Kopunec, who was unable to attend the meeting.

There were no comments in opposition to this application.

Public hearing was closed at 6:35 p.m. by Mayor Lane.

Motion #4 by Trustee Just, seconded by Trustee Douglas, that the Board approve the Special Use Permit for 249 U S Highway 285, to allow the shipping containers with conditions and directing staff to prepare a resolution stating such approval to be considered at the March 5th meeting. Motion carried unanimously.

UNFINISHED BUSINESS

- A. Other discussion items

No other discussion items were offered.

NEW BUSINESS

- A. Request for Letter of Support/Financial Support for Park County Land and Water Trust Fund Grant Application.

Town Administrator/ Clerk Darrah presented the request from Misi Ballard and Josh Voohis for a letter of support and funding for the restoration of three different sites on National Forest lands in the Fairplay area, to be done this summer. The three sites are the Selkirk Basin/ North Tarryall Creek, Beaver Creek and Sheep Creek and the Board was provided with a description of work to be performed, a cost breakdown and maps showing the areas to be rehabilitated. Staff stated that the funding request was for \$1,000.00 and stated the amount available in the 2018 budget for these types of requests.

Motion #5 by Trustee Dodge, seconded by Trustee Just, that the Board approve the letter of support and funding for these projects in the amount of \$1,000. A roll call vote was taken: Dodge - yes, Stapp – yes, Lane – yes, Douglas – yes, Just - yes. Motion carried unanimously.

- B. Request for Letter of Support from CUSP for Park County Land and Water Trust Fund Grant Application.

Town Administrator/ Clerk Darrah presented the request from Coalition of the Upper South Platte for a letter of support for a grant application to the Park County Land and Water Trust Fund, provided a draft letter of support and stated that Staff recommends approval of the request.

Motion #6 by Trustee Just, seconded by Trustee Douglas, that the Board approve the letter of support for the Coalition of the Upper South Platte's Upper South Platte Mine Study-9 Element Watershed Plan grant application. Motion carried unanimously.

C. Request from Brandon Sanders to Talk to the Board Regarding an Automotive Shop at 420 Front Street.

Town Administrator/ Clerk explained that Mr. Sanders spoke to Staff on January 29th regarding the zoning of 420 Front Street and that he informed us that he was planning to open an automotive repair shop at this address. Staff explained to him that this use is prohibited on the property because it lies within the Town Center Zone District and Staff showed him zone districts within Fairplay where this use would be allowed by right or with a special use permit. Mr. Sanders asked to speak to the Board regarding a change to the code, which would allow this use in the Town Center Zone District. Staff also provided the Board with various options to try and accommodate this business at 420 Front Street.

Brandon Sanders was present with his partner, Jeff (no last name provided), to explain his situation and ask for Board assistance. Legal Counsel Smith advised the Board to consider this use in the Town Center Zone District and not at this specific property address.

The Board deliberated and decided that because of the onerous process that was undertaken to develop and approve the Town of Fairplay Comprehensive Plan and Unified Development Code, they did not feel that it was appropriate to allow an automotive shop in the Town Center Zone District. Mayor Lane advised Mr. Sanders to work with Staff on other available options.

D. Other new business

No other new business was offered.

STAFF REPORTS

Interim Police Chief Schlusen provided a written staff report, updating the Board on cases dealt with in January, code enforcement, assistance from the Park County Sheriff's Department on call coverage, police officer recruitment efforts and offered to answer any Board questions.

Public Works Director Mead provided a written staff report, covering wastewater treatment plant performance, waste water system, water system, additional Public Works Department operations and offered to answer any Board questions. He also stated that Mountain Peaks Controls is putting in new equipment at the Sanitation Plant and also said that Tom with High Country Engineering is still working on recommendations for a Town PRV near the pump house on Second Street.

Town Administrator/ Clerk Darrah reminded the Board that a meeting for merchants will be held at the Fair Barn tomorrow night at 6 p.m. She stated that 54 surveys were distributed among Fairplay merchants and 36 of them were completed and returned by the deadline. Tina Darrah and Mason Green will be out of the office for the Manager's Conference from the afternoon of February 7th through February 9th. She also offered an update on the plans to add a Summit Stage route to Fairplay and stated that CDOT has authorized the use of the old CDOT shop on Hathaway Street for this route and said that the Town would entertain a lease of the shop for this purpose.

MAYOR AND TRUSTEE REPORTS

Trustee Dodge stated that he and Trustee Stapp attended a great meeting with CDOT Division 2, where they discussed improvements to the Highway 9 and 285 intersection, the Bustang bus program, and the monitoring by Colorado State Patrol of the route through the Fairplay area and especially the stop light at the intersection of Highways 9 and 285, when 170 is closed.

Trustee Just thanked the Public Works Department for removing the tourist information signs, directing traffic to Front Street, and for their handling of snow removal this winter. He went on to say that Summit County officials are frustrated with some of the roundabouts in their County. Trustee Just provided an update on the plan to bring a Summit Stage route to Fairplay and said that it may happen as early as the summer of 2018.

Mayor Lane stated that he plans to attend an El Pomar Foundation meeting with Town Attorney Lee Phillips on February 15th.

Trustee Stapp stated that a group, calling themselves Save South Park and opposing mining in our area, is advertising a fund raising event to be held in Summit County.

ADJOURNMENT

Mayor Lane, noting that there being no further business before the Board, declared that the meeting be adjourned at 7:18 p.m.

Gabby Lane, Mayor

ATTEST:

Claudia Werner, Deputy Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt, Treasurer
RE: Paid Bills
DATE: 3/1/2018

Agenda Item: Bills

Attached is the list of invoices paid through March 1, 2018.

Total Expenditures: \$79,527.75

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
02/01/2018	13476	Caselle, Inc	Software Support	1	02/01/2018	439.50	105060
02/01/2018	13476		Software Support	2	02/01/2018	219.75	507360
02/01/2018	13476		Software Support	3	02/01/2018	219.75	617360
03/01/2018	13583		Software Support	1	02/01/2018	439.50	105060
03/01/2018	13583		Software Support	2	02/01/2018	219.75	507360
03/01/2018	13583		Software Support	3	02/01/2018	219.75	617360
Total 334:						1,758.00	
02/01/2018	13479	CIRSA	deductible for claim	1	01/28/2018	1,000.00	105070
Total 418:						1,000.00	
02/06/2018	13503	Fairplay Flume	legal /ads	1	01/31/2018	26.51	106123
02/06/2018	13503		legal /ads	2	01/31/2018	36.38	617330
02/06/2018	13503		legal /ads	3	01/31/2018	2.00	617330
Total 868:						60.89	
02/01/2018	13481	Highlander Engraving	Engraving	1	01/31/2018	23.50	105162
Total 1108:						23.50	
02/14/2018	13519	Lane, Gabby	Mileage reimbursement	1	02/14/2018	81.86	105110
Total 1268:						81.86	
02/01/2018	13484	Main Street Garage	Tahoe maintenance	1	01/23/2018	385.47	105420
Total 1336:						385.47	
02/06/2018	13507	Mountain View Waste	2 yd 2 monthly	1	01/31/2018	75.00	617167
Total 1414:						75.00	
02/23/2018	13546	Park County School Distric	burro days proceeds	1	02/22/2018	5,000.00	105162
Total 1582:						5,000.00	
02/01/2018	13485	Park County Treasurer	prorated 2017 taxes-805 m	1	02/01/2018	258.18	105070
Total 1596:						258.18	
03/01/2018	13590	Postal Pros Southwest, Inc	water billing	1	02/05/2018	154.13	507310
03/01/2018	13590		water billing	2	02/05/2018	154.13	617310
Total 1699:						308.26	
02/23/2018	13548	South Park Chamber of Co	annual dues	1	02/23/2018	80.00	105130
Total 1936:						80.00	
02/23/2018	13549	Thompson, Joshua	cell phone reimburse	1	02/23/2018	25.00	105645
02/23/2018	13549		cell phone reimburse	2	02/23/2018	12.50	507320

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
02/23/2018	13549		cell phone reimburse	3	02/23/2018	12.50	617320
Total 2108:						50.00	
02/14/2018	13522	Town of Fairplay	sewer fuller drive	1	01/31/2018	60.00	105095
02/14/2018	13522		sewer-shop	1	01/31/2018	60.00	105650
02/14/2018	13522		sewer-shop	2	01/31/2018	60.00	507390
02/14/2018	13522		525 hathaway	1	01/31/2018	166.20	105190
02/14/2018	13522		sewer-town hall	1	01/31/2018	60.00	105023
02/14/2018	13522		water-san district	1	01/31/2018	36.00	617104
Total 2134:						442.20	
02/23/2018	13551	USABlueBook	supplies	1	02/05/2018	1,085.10	617155
02/23/2018	13551		supplies	2	02/05/2018	37.30	507155
02/15/2018	13531		testing supplies	1	02/08/2018	208.97	617140
02/23/2018	13551		water maint equip	1	02/22/2018	163.18	507103
Total 2176:						1,492.55	
02/01/2018	13487	Utility Notification Center	RTL Transmissions	1	01/31/2018	1.45	507230
02/01/2018	13487		RTL Transmissions	1	01/31/2018	5.80	617340
Total 2194:						7.25	
02/01/2018	13488	Verizon Wireless	Police Air Cards	1	02/01/2018	120.03	105455
03/01/2018	13592		Police Air Cards	1	03/01/2018	120.03	105455
Total 2212:						240.06	
02/23/2018	13552	Werner, Claudia	cell phone reimb	1	02/23/2018	50.00	105065
Total 2242:						50.00	
02/01/2018	13489	Xcel Energy	901 main	1	01/22/2018	200.53	105023
02/01/2018	13489		1190 castello	1	01/22/2018	150.62	105650
02/01/2018	13489		1190 castello	2	01/22/2018	150.62	507390
02/01/2018	13489		200 2nd street	3	01/22/2018	20.24	507390
02/01/2018	13489		157 6th street	4	01/22/2018	148.63	105640
02/01/2018	13489		156 5th street	5	01/22/2018	10.65	105640
02/01/2018	13489		589 beach road	6	01/22/2018	24.38	105841
02/01/2018	13489		sanitation	1	01/22/2018	4,247.18	617104
02/01/2018	13489		fairplay sign #1	1	01/22/2018	11.04	105640
02/01/2018	13489		chlorinator	1	01/22/2018	113.52	507390
02/01/2018	13489		747 bogue	1	01/22/2018	10.65	105841
02/01/2018	13489		117 silverheels road	1	01/22/2018	10.65	105841
02/01/2018	13489		1800 city road 659	1	01/22/2018	742.00	507103
02/01/2018	13489		525 hathaway	1	01/22/2018	178.61	105190
02/14/2018	13524		street lights	1	02/01/2018	205.11	105640
03/01/2018	13593		945 quarry road	1	02/14/2018	16.27	507185
03/01/2018	13593		901 main	1	02/20/2018	161.79	105023
03/01/2018	13593		747 bogue street	1	02/20/2018	10.65	105841
03/01/2018	13593		water plant	1	02/20/2018	709.81	507390
03/01/2018	13593		chlorinator	1	02/20/2018	97.21	507390
03/01/2018	13593		117 silverheels road	1	02/20/2018	10.65	105841
03/01/2018	13593		fairplay sign #1	1	02/20/2018	11.15	105640
03/01/2018	13593		525 hathaway	1	02/20/2018	162.97	105190

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
03/01/2018	13593		san plant	1	02/23/2018	3,806.34	617104
03/01/2018	13593		1190 castello	1	02/23/2018	139.35	507390
03/01/2018	13593		1190 castello	2	02/23/2018	139.35	105650
03/01/2018	13593		200 2nd street	3	02/23/2018	16.57	507380
03/01/2018	13593		157 6th street	4	02/23/2018	137.34	105640
03/01/2018	13593		156 5th street	5	02/23/2018	10.65	105640
03/01/2018	13593		589 beach road	6	02/23/2018	24.91	105841
Total 2286:						11,679.44	
02/15/2018	13530	True Value	Supplies	1	01/29/2018	91.95	617155
02/15/2018	13530		Supplies	2	01/29/2018	62.31	105625
02/15/2018	13530		Supplies	3	01/29/2018	59.42	105670
02/15/2018	13530		Supplies	4	01/29/2018	8.00	617303
02/15/2018	13530		Supplies	5	01/29/2018	48.24	105027
02/15/2018	13530		Supplies	6	01/29/2018	20.27	507160
02/15/2018	13530		Supplies	7	01/29/2018	149.75	105025
02/15/2018	13530		Supplies	8	01/29/2018	19.65	105025
02/15/2018	13530		Supplies	9	01/29/2018	45.98	105630
Total 2405:						505.57	
02/01/2018	13483	KONICA MINOLTA BUSIN	C364E Copier	1	01/17/2018	423.69	105032
03/01/2018	13588		C364E Copier	1	02/17/2018	555.72	105032
Total 2448:						979.41	
02/06/2018	13502	Darrah, Tina	conference per diem	1	02/05/2018	223.62	105015
02/23/2018	13537		Cell Phone	1	02/23/2018	50.00	105065
03/01/2018	13587		reimburse lodging	1	03/01/2018	199.84	105015
Total 2452:						473.46	
02/01/2018	13480	Goldstar Products Inc.	asphalt patch kit	1	12/15/2017	2,196.30	105670
Total 2471:						2,196.30	
02/15/2018	13525	CARD SERVICES	Office Supplies	1	02/01/2018	103.49	105030
02/15/2018	13525		Office Supplies	2	02/01/2018	59.96	105630
02/15/2018	13525		Office Supplies	3	02/01/2018	59.96	507303
02/15/2018	13525		Office Supplies	4	02/01/2018	59.96	617303
02/15/2018	13525		Supplies	5	02/01/2018	4.99	617155
02/15/2018	13525		Supplies	6	02/01/2018	7.62	105630
02/15/2018	13525		food for meeting	7	02/01/2018	19.47	105630
02/15/2018	13525		food for meeting	8	02/01/2018	19.47	507160
02/15/2018	13525		food for meeting	9	02/01/2018	19.47	617305
02/15/2018	13525		Conference	10	02/01/2018	285.00	105015
02/15/2018	13525		election	11	02/01/2018	30.27	105050
02/15/2018	13525		Postage	12	02/01/2018	13.09	105035
02/15/2018	13525		food for meeting	13	02/01/2018	11.77	105070
02/15/2018	13525		Supplies	14	02/01/2018	125.00	105630
02/15/2018	13525		Supplies	15	02/01/2018	141.76	105445
02/15/2018	13525		food for meeting	16	02/01/2018	54.84	105830
02/15/2018	13525		food for meeting	17	02/01/2018	54.51	105070
02/15/2018	13525		Supplies	18	02/01/2018	310.72	105120
02/15/2018	13525		Supplies	19	02/01/2018	61.49	105070
02/15/2018	13525		Supplies	20	02/01/2018	53.04	105150

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
02/15/2018	13525		Supplies	21	02/01/2018	17.69	105162
02/15/2018	13525		Postage	22	02/01/2018	52.34	105035
02/15/2018	13525		Supplies	23	02/01/2018	1,025.65	105030
02/15/2018	13525		Supplies	24	02/01/2018	26.10	105170
02/15/2018	13525		Supplies	25	02/01/2018	30.98	105120
02/15/2018	13525		Supplies	26	02/01/2018	24.45	105880
02/15/2018	13525		Supplies	27	02/01/2018	3.97	105027
02/15/2018	13525		Supplies	28	02/01/2018	105.17	105030
02/15/2018	13525		Supplies	29	02/01/2018	220.68	507303
02/15/2018	13525		Supplies	30	02/01/2018	120.70	617303
02/15/2018	13525		Supplies	31	02/01/2018	100.00	617303
Total 2503:						3,223.61	
02/06/2018	13506	High Country Engineering	Engineering for FEMA	1	02/01/2018	250.00	507195
02/06/2018	13506		Engineering for FEMA	1	02/01/2018	250.00	507195
02/06/2018	13506		Engineering for FEMA	1	02/01/2018	250.00	507195
Total 2603:						750.00	
02/01/2018	13477	CenturyLink	7198362622355B	1	02/01/2018	439.75	105065
02/01/2018	13477		acct 719-836-4609 502B	1	02/01/2018	55.62	507320
02/01/2018	13477		alarm line-525 Hathaway	1	02/01/2018	39.01	105190
02/01/2018	13477		7198362445	1	02/01/2018	92.21	617320
02/01/2018	13477		acct 82239780	1	02/01/2018	21.79	105065
Total 2614:						648.38	
02/23/2018	13538	Elkhorn Ranch Owners As	hoa dues	1	01/18/2018	40.00	106130
Total 2653:						40.00	
02/14/2018	13523	Wittbrodt, Kim	food for meeting	1	02/14/2018	24.37	105070
02/23/2018	13554		cell phone reimb	1	02/23/2018	50.00	105065
Total 2655:						74.37	
02/15/2018	13528	SENSUS USA	1 yr. support - meter reade	1	02/06/2018	1,949.94	507360
Total 2675:						1,949.94	
02/01/2018	13482	ICMA Retirement Corporati	plan fee	1	01/09/2018	62.50	105002
02/01/2018	13482		plan fee	2	01/09/2018	12.50	105302
02/01/2018	13482		plan fee	3	01/09/2018	62.50	105602
02/01/2018	13482		plan fee	4	01/09/2018	56.25	507002
02/01/2018	13482		plan fee	5	01/09/2018	56.25	617002
Total 2686:						250.00	
02/14/2018	13517	Colorado Natural Gas, Inc.	san office	1	02/05/2018	223.57	617104
02/14/2018	13517		sewer treatment plant	1	02/05/2018	2,010.70	617104
02/14/2018	13517		525 hathaway	1	02/05/2018	334.12	105190
02/14/2018	13517		natural gas	1	02/05/2018	211.04	105023
02/14/2018	13517		natural gas-shop	1	02/05/2018	358.68	105650
02/14/2018	13517		natural gas-shop	2	02/05/2018	358.69	507390

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2728:						3,496.80	
02/23/2018	13543	Mead, Vaughn	cell phone reimb	1	02/23/2018	12.50	617320
02/23/2018	13543		cell phone reimb	2	02/23/2018	12.50	507320
02/23/2018	13543		cell phone reimb	3	02/23/2018	25.00	105645
Total 2739:						50.00	
02/23/2018	13541	Kasper, Gerrits	cell phone reimb	1	02/23/2018	50.00	105645
Total 2747:						50.00	
02/06/2018	13504	ghVALLEY.NET	internet service	1	02/01/2018	30.12	105455
02/06/2018	13504		internet service	2	02/01/2018	30.12	105085
Total 2753:						60.24	
02/01/2018	13475	Adamson Police Products	ammo - grant	1	01/25/2018	209.00	105453
02/06/2018	13501		ammo - grant	1	01/31/2018	644.00	105453
02/23/2018	13533		ammo - grant	1	02/15/2018	980.80	105453
Total 2759:						1,833.80	
02/23/2018	13544	Mobile Record Shredders	record shredding	1	02/14/2018	9.00	105030
Total 2793:						9.00	
03/01/2018	13585	Chaffee County Waste	6 yd weekly	1	03/01/2018	100.00	105023
03/01/2018	13585		6 yd weekly	2	03/01/2018	100.00	105650
02/01/2018	13478		6 yd weekly	1	02/01/2018	100.00	105650
02/01/2018	13478		6 yd weekly	2	02/01/2018	100.00	105023
Total 2801:						400.00	
02/23/2018	13534	Bullock, Julie	cell phone reimburse	1	02/23/2018	50.00	105065
Total 2812:						50.00	
03/01/2018	13586	Clearwater Cleanup Comp	sand trap	1	02/23/2018	790.00	105650
02/15/2018	13526		san plant	1	02/07/2018	491.25	617155
Total 2859:						1,281.25	
02/23/2018	13545	Mountain Peak Controls, In	scada upgrade	1	02/21/2018	13,499.99	617155
Total 2861:						13,499.99	
02/23/2018	13535	Colorado Analytical Lab	waste water testing	1	02/20/2018	380.00	617140
02/23/2018	13535		water testing	1	02/19/2018	23.00	507140
Total 2864:						403.00	
02/23/2018	13550	Tolin Mechanical	contract maintenance	1	02/15/2018	674.00	617155
Total 2867:						674.00	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
02/23/2018	13540	In Compliance Products, In	labor poster	1	02/07/2018	22.92	817303
02/23/2018	13540		labor poster	2	02/07/2018	22.93	507303
Total 2872:						45.85	
02/14/2018	13521	South Park Brewing	estip payment	1	12/31/2017	2,619.00	105076
Total 2873:						2,619.00	
02/06/2018	13509	The Phillips Law Offices, L	Legal	1	01/31/2018	1,080.00	105057
Total 2886:						1,080.00	
02/15/2018	13529	Shirley Septic Pumping, In	san paint	1	02/07/2018	485.00	617155
Total 2893:						485.00	
02/01/2018	13486	Rise Broadband	internet	1	02/01/2018	95.68	617320
Total 2900:						95.68	
02/23/2018	13532	Acorn Petroleum, Inc.	diesel fuel for generator	1	02/14/2018	389.99	617155
Total 2921:						389.99	
02/15/2018	13527	Fairplay Auto Supply	supplies	1	01/31/2018	266.32	617103
02/15/2018	13527		supplies	2	01/31/2018	23.36	105630
02/15/2018	13527		supplies	3	01/31/2018	35.99	105625
02/15/2018	13527		supplies	4	01/31/2018	16.49	617150
02/14/2018	13518		4th qtr estip	1	12/31/2017	3,153.50	105076
Total 2948:						3,495.66	
02/23/2018	13547	Schlunsen, Arthur	cell phone reimburse	1	02/23/2018	50.00	105455
Total 2988:						50.00	
03/01/2018	13591	Uline	trash receptacles	1	02/21/2018	1,371.67	105134
Total 2993:						1,371.67	
02/23/2018	13542	Lexipol, LLC	annual support	1	12/01/2017	2,173.00	105485
Total 3096:						2,173.00	
03/01/2018	13584	Centura Health	exam	1	03/01/2018	600.00	105475
Total 3136:						600.00	
02/14/2018	13516	351 Highway 285, LLC	estip payment	1	12/31/2017	3,076.50	105076
Total 3154:						3,076.50	
02/23/2018	13536	Colorado Department of R	ojw/default fees	1	02/23/2018	15.00	104520
Total 3155:						15.00	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
02/06/2018	13508	Omni Real Estate	23 fuller drive	1	02/01/2018	1,100.00	105095
02/14/2018	13520		refund sewer payments-23	1	02/14/2018	130.00	501017
03/01/2018	13589		rent	1	03/01/2018	1,100.00	105095
Total 3167:						2,330.00	
01/31/2018	13472	Western Slope Trailer Sale	event trailer	1	01/30/2018	5,535.00	105630
Total 3174:						5,535.00	
02/06/2018	13505	Green, Mason	per diem for conference	1	02/05/2018	223.62	105015
02/23/2018	13539		cell phone reimburse	1	02/23/2018	50.00	105065
Total 3175:						273.62	
Grand Totals:						79,527.75	

Report Criteria:

Detail report type printed

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION #3
(Series 2018)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF
FAIRPLAY, COLORADO, GRANTING APPROVAL OF THE APPLICATION
FOR A SPECIAL USE PERMIT FOR CERTAIN REAL PROPERTY
COMMONLY KNOWN AS RIVER BUSINESS PARK, PARCEL B, FAIRPLAY,
COLORADO**

WHEREAS, on October 23, 2017, Stan Kopunec (hereinafter referred to as Applicant) submitted an Application to the Town of Fairplay, Colorado, for a Special Use Permit to allow for the fabrication and assembly of log homes and the continued use of a shipping container for storage related to the log home business on Fairplay River Business Park, Parcel B, Fairplay, Colorado, and

WEREAS, the Board of Trustees at its December 4, 2017, regularly scheduled meeting did review said application and did discuss and continue the public hearing on this Special Use Permit to allow the applicant time to submit additional information for the Board's review and discussion, and

WHEREAS, on January 18, 2018, the Applicant did submit additional information to the Town of Fairplay, Colorado, including a business plan and site plan for the log home business, and

WHEREAS, the Board of Trustees at its February 5, 2018, regularly scheduled meeting did review said application and did discuss and approve of the granting of a Special Use Permit to allow for the assembly of log home kits and the continued use of a shipping container for storage related to the log home business on Fairplay River Business Park, Parcel B, and

WHEREAS, the Board of Trustees for the Town of Fairplay, Colorado, finds that notice of the public hearing on Applicant's request 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 assembly of log home kits and the continued use of a shipping container for storage related to the log home business on Fairplay River Business Park, Parcel B, Fairplay, Colorado.
2. This Special Use Permit SHALL NOT run with the land, but rather be personal to the applicant and terminate upon sale of the property.
3. The Special Use Permit shall expire without further Board of Trustees action on March 5, 2020.
4. Manufacturing and work on homes that are not kit homes on site is prohibited. Only the log kit home display, sale and assembly are allowed and no more than three log kit homes shall be allowed on the property at any time.
5. All equipment, tools and trash/refuse shall be removed from site or stored in the shipping container at the close of work each day. Building materials and the entire site shall be kept in a neat and orderly fashion at all times.
6. The hours of operation for the log home business shall be limited to 7:00 a.m. to 7:00 p.m. on Mondays through Saturdays and shall be prohibited on Sundays and holidays and only quiet generators shall be used during hours of operation.
7. Once doorways and windows are cut-in, log homes shall be secured to prevent entry by persons other than those associated with the log home business.
8. Log home operations shall use the Riverside Inn restrooms and refuse collection and removal services and these services will not be provided on site.
9. Log home operations shall use for ingress/egress the route labeled "proposed access" or the 60' wide easement adjacent to U S Highway 285 shown on the site plan provided with the application.
10. The log kit home(s) shall provide screening for the shipping container.
11. This approval is for the existing shipping container only, no stacking, increase in height, addition to or replacement of the shipping container.
12. No signage on the shipping container.
13. The shipping container shall be kept locked at all time when operators of the log home business are not working on site.
14. 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.

15. 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.

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

RESOLVED, APPROVED AND ADOPTED this 5th day of March, 2018.

Gabby Lane, Mayor

(SEAL)

ATTEST:

Tina Darrah, Town Clerk

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION #4
(Series 2018)**

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

WHEREAS, on January 10, 2018, Stan Kopunec (hereinafter referred to as Applicant) submitted an Application to the Town of Fairplay, Colorado, for a Special Use Permit to allow two temporary shipping containers for storage of hotel supplies and materials on Fairplay River Business Park, Lot 1, located at 249 U S Highway 285, Fairplay, Colorado, and

WHEREAS, the Board of Trustees at its February 5, 2018, regularly scheduled meeting did review said application and did discuss and approve of the granting of a Special Use Permit to allow two temporary shipping containers for storage of hotel supplies and materials at 249 U S Highway 285, and

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

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

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

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

1. The applicant's request for a Special Use Permit is hereby granted for the continued use of two shipping containers on Fairplay River Business Park, Lot 1, located at 249 U S Highway 285, 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 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.

5. The units will be locked at all times.
6. 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.
7. 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.
8. Effective Date. This Resolution shall become effective immediately.

RESOLVED, APPROVED AND ADOPTED this 5th day of March, 2018.

Gabby Lane, Mayor

(SEAL)

ATTEST:

Tina Darrah, Town Clerk

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

MAYOR LANE:

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

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

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

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

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

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

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

HEARING NONE, STAFF WILL NOW PRESENT THE CASE.



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Tina Darrah, Town Administrator/Clerk

RE: Consideration of Extension of the Special Use Permit for 249 US Hwy. 285/Kopunec to sell and display Camp Cabins/Tiny Homes/Sheds

DATE: February 28, 2018

Mr. Kopunec has applied for an extension of the special use permit granted by the Board of Trustees on March 21, 2016 that allowed the display and sale of Park Model RV's (I.E. Camp Cabins, Tiny Houses). The original application and permit allowed for this use and included a time limit of two years on the permit. The applicant has requested that this permit be extended for an additional five years, expiring in March of 2023.

Other than the request for extension, the application remains the same. Staff has had no complaints/issues filed in regard to the current special use permit. Due to the lack of complaints and the fact that the applicant has made no changes to the requested permit, staff recommends approval.

Staff has included a resolution of approval in the packet for your review. Should the Board decide to extend the Special Use Permit the following motion would be appropriate:

"Motion to approve Resolution No. 5, series of 2018" This will need a second and a voice vote.

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION #5
(Series 2018)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF
FAIRPLAY, COLORADO, GRANTING APPROVAL OF THE EXTENSION OF
A SPECIAL USE PERMIT FOR CERTAIN REAL PROPERTY COMMONLY
KNOWN AND NUMBERED AS 249 U S HIGHWAY 285, FAIRPLAY,
COLORADO**

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

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

WHEREAS, on February 14, 2018, the Applicant did submit a letter to the Town of Fairplay, Colorado, requesting an extension of the Special Use Permit to allow for the continued display and sale of Park Model RV's (I.E. Camp Cabins, Tiny Houses) on Fairplay River Business Park, Lots 1 through 3, a re-subdivision of Parcel A, located at 249 U S Highway 285, Fairplay, Colorado, and

WHEREAS, The Board of Trustees at its March 5, 2018, regularly scheduled meeting did review said request and did discuss and approve of the granting of an extension of the Special Use Permit to allow for the display and sale of Park Models at 249 U S Highway 285, and

WHEREAS, the Board of Trustees for the Town of Fairplay, Colorado, finds that notice of the public hearing on Applicant's request 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 an extension of the Special Use Permit is hereby granted for the display and sale of Park Model RV's (I.E. Camp Cabins, Tiny Houses) on Fairplay River Business Park, Lots 1 through 3, a re-subdivision of Parcel A, located at 249 U S Highway 285, Fairplay, Colorado.

2. The Board hereby determines that this Special Use Permit SHALL NOT run with the land.

3. The Special Use Permit shall expire without further Board of Trustees action on March 21, 2023.

4. 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.

5. 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.

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

RESOLVED, APPROVED AND ADOPTED this 5th day of March, 2018.

Gabby Lane, Mayor

(SEAL)

ATTEST:

Tina Darrah, Town Clerk

2-14-2018

Special Use Permit (SUP) South Park Buildings, Fairplay, Colorado.

Requesting an extension of the SUP to operate South Park Buildings Business in Fairplay, Colorado.

South Park Buildings is looking at extending the Permit to operate business located at the Riverside Inn Hotel in Fairplay, Colorado.

The company is a representative of Cumberland Buildings, as an authorized dealership to sell Sheds, Garages, and small buildings.

We are looking at expanding, and maintain our business for years to come.

- A. Looking at extending the SUP for a period of 5 years.**
- B. The maximum number of display models will vary as the season moves on – looking at 12-15 maximum number of display models.**
- C. The location of the units will be behind the Riverside Inn Hotel, with 2 models in front of the hotel, to maximize exposure to Highway 285 traffic.**
- D. The business will maintain a strong community presence, with signage, and advertising within Park and Summit Counties.**

Thanks,

Derek Kopunec

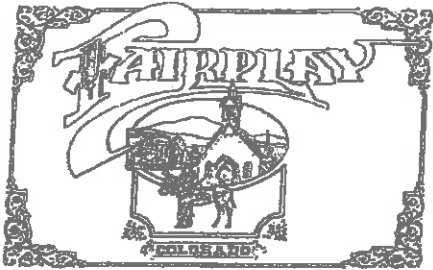
South Park Buildings

PO Box 1387

Fairplay, Colorado 80440

phone 303-667-0245

email derek@southparkbuildings.com



DEVELOPMENT APPLICATION

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

APPLICATION TYPE

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

STAFF USE ONLY

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

APPLICANT INFORMATION

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

OWNER INFORMATION

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

PROPERTY INFORMATION

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

PROJECT PROPOSAL

General Description of Project:

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

Showing demo homes to potential owners
of Riverside Inn Park.

SIGNATURES

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



Owner

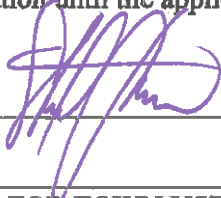
2-11-16

Date

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

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

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



Applicant

FOR TOWN USE ONLY

Application Checklists

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



APPROXIMATE
CARBONS
DISPLAYED
FOR SALE

30/74

GRAND SPOTS



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

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

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

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

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

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

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

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

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

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

2a. The Special Use Permit shall expire without further Board of Trustees action on March 21, 2018.

3. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the Town

of Fairplay, that it is promulgated for the health, safety, and welfare of the public and that this Resolution is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Board of Trustees further determines that the Resolution bears a rational relation to the proper legislative object sought to be attained.

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

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

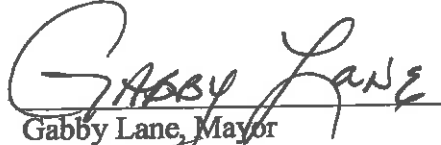
RESOLVED, APPROVED AND ADOPTED this 21st day of March, 2016.

(SEAL)

ATTEST:


Tina Darrah, Town Clerk




Gabby Lane, Mayor

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

A Public Hearing will be held before the Fairplay Board of Trustees at the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on March 5, 2018 at 6:00 p.m. concerning an application to extend the existing Special Use Permit (SUP) on the property located at 249 Highway 285 in the Town of Fairplay. Applicant seeks to obtain an extension of a SUP for a portion of the Commercial (C) zoned property to allow for the advertising, display and sale of model camp cabins or "tiny homes" on the property. The applicant for the SUP is Stan Kopunec. For further information contact the Fairplay Town Hall at 719-836-2622.

As published in the Park County Republican and Fairplay Flume on Feb. 23, 2018
(NOTICE OF PUBLIC HEARING)

AFFIDAVIT

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

I, Joshua L. Thompson, hereby certify that I have posted the property located at 249 U S Hwy 285, with the proper notice for:

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

Date of Posting: 2-20-18 11:30

Date of Affidavit: 2-20-18 11:30

Joshua L. Thompson
Town of Fairplay Staff



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

February 22, 2018

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

This is to advise you that on Monday, March 5, 2018 at 6:00 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 extension of a special use permit for the property located at 249 U S Highway 285 in the Town of Fairplay. Specifically, the applicant seeks to extend a special use permit for the Commercial (C) zoned property to allow for the advertising, display and sale of model camp cabins or "tiny homes" on the property.

The applicant is Stan Kopunec.

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

Certificate of Mailing Attached.

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing Notice of Public Hearing Regarding the land use application for a Special Use Permit, located at 249 U S Highway 285 in the Town of Fairplay was placed in the United States mail, postage prepaid, first class, this 22nd day of February, 2018, addressed to:

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

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

Sch#12646
Town of Fairplay
P O Box 267
Fairplay, CO 80440-0267

Sch#5298
Shun Mei Sung
and David Lee
P O Box 792
Fairplay, CO 80440-0792

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

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

Sch#43406
Edwin S Wittbrodt Jr
and Kim Eileen Wittbrodt
P O Box 1395
Fairplay, CO 80440-1395



Claudia Werner – Deputy Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Clerk
RE: Revocable License Agreement with Dale and Katherine Fitting
DATE: February 28, 2018

Per your direction at a previous meeting, this item is before you tonight for approval. This revocable license agreement is with Dale and Katherine Fitting for their lot next to the Hand Hotel. This agreement allows the Town to place a tree on the lot which will act as the Town Christmas Tree. Per our previous discussion, the tree has already been picked out – if you recall a picture was sent to you showing the exact tree that Kat and Gerrits picked out already. It is a beautiful Blue Spruce and is going to look very nice on Front Street!

Lee prepared the license agreement and the Fittings have reviewed and approved it as well.

Recommended Action:

Motion to approve Resolution No. 6, series of 2018. This will require a second and a roll call vote.

RESOLUTION NO. 6
(Series of 2018)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT WITH DALE AND KATHERINE FITTING FOR THE USE OF PRIVATELY-OWNED PROPERTY FOR PLACEMENT OF A TOWN CHRISTMAS TREE.

WHEREAS, the Town of Fairplay has made an agreement with the Fittings for permission to occupy a portion of their private property described as new Lot 6, Block B, Fairplay Beach Staircase Subdivision, commonly known and numbered as 545 Front Street, for the purpose of using the area to plant a Town Christmas Tree; and

WHEREAS, the Board of Trustees and the Fittings have agreed to the terms of the revocable license.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that a revocable license agreement, a copy of which is attached and fully incorporated herein as Exhibit A, is hereby authorized and approved and the Mayor and/or Town Administrator are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 5th day of March, 2018.

Town of Fairplay

(Seal)

By: _____
Mayor

ATTEST:

Town Clerk

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2018, by and between the DALE W. FITTING and KATHERINE M. FITTING (collectively the "Licensor") and the TOWN OF FAIRPLAY, COLORADO ("Licensee").

For and in consideration of the sum of one dollar (\$1) paid by the Licensee to the Licensor, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. THE LICENSE

Licensor is the owner of real property described as new Lot 6, Block B, Fairplay Beach Staircase Subdivision, commonly known and numbered as 545 Front Street, Fairplay, Colorado 80440 (the "Property"). Licensee desires to obtain a License to use the Property for the purpose set forth in Section 2 below. Subject to all the terms and conditions hereto, the Licensor hereby grants to Licensee a license to occupy and use the Property for the purpose set forth in Section 2 herein.

SECTION 2. TERMS OF AGREEMENT

The Property may be used and occupied by the Licensee for the purpose of planting, maintaining and decorating a tree intended to be the Town Christmas Tree.

SECTION 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination; such notice to be given not less than one hundred eighty (180) days prior to the date specified therein. Upon termination the Property shall be returned to its original condition if determined necessary by the Licensor.

SECTION 4. MAINTENANCE

Licensee shall, at its own expense, keep and maintain in good repair any fixtures or structures constructed, placed, operated or maintained on the Property and, within thirty (30) days of termination of this Agreement, shall remove such fixtures if determined necessary by the Licensor.

SECTION 5. DAMAGE TO PROPERTY

Licensee shall be responsible for all damage to the Property arising out of or resulting from the use of the Property by the Licensee, its agents, employees, visitors, patrons and invitees. The Licensor shall notify Licensee immediately upon discovery of any damage to the Property. Licensee

shall correct and repair the damage within one (1) week of notification or knowledge of the damage unless otherwise directed by the Licensor.

SECTION 6. INSURANCE

Licensee agrees to procure an insurance policy which includes and covers the Property that is the subject of this Agreement, and to name the Licensor as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance. A Certificate of Insurance showing the Licensor as an additional insured thereon shall be provided to the Licensor within thirty (30) days of execution of this Agreement.

SECTION 7. NOTICES

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Licensor:

Dale and Kathryn Bitting
P.O. Box 1869
Fairplay, CO 80440

To Licensee:

Town of Fairplay
901 Main Street
P.O. Box 267
Fairplay, CO 80440

SECTION 8. MISCELLANEOUS

A. Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein.

B. Applicable Law. The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement.

C. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. Headings. The headings of the sections of this Agreement are inserted for reference purposes only, and are not restrictive as to content.

E. Assignment. Licensee may not assign or transfer this Agreement, except upon the express written authorization of the Licensor.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and year first above written.

**LICENSEE:
TOWN OF FAIRPLAY, COLORADO**

By: _____
Gabby Lane, Mayor

ATTEST:

Tina Darrah, Town Clerk

LICENSOR:

Dale W. Fitting

Katherine M. Fitting



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Clerk
RE: Revocable License Agreement with Sam Mick
DATE: February 28, 2018

Per your direction at an earlier meeting, this amends the current revocable license agreement the Town has with Sam Mick to expand the Town's allowable use of the property at 401 Main Street to include placement of temporary signage and placement and operation of a temporary food vending cart. This is in addition to our current allowed use of a parking lot. The license agreement states that the food vendor cart will be operated by a third party approved by the Town. We are working with the vendor that first approached Sam about using the lot for such use and will have our own use agreement with that vendor at a later meeting as we are still working on the details of that arrangement.

Lee prepared the license agreement and Mr. Mick has reviewed and approved it as well.

Recommended Action:

Motion to approve Resolution No. 7, series of 2018. This will require a second and a roll call vote.

RESOLUTION NO. 7
(Series of 2018)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN AMENDED REVOCABLE LICENSE AGREEMENT WITH SAM MICK FOR THE PROPERTY LOCATED AT 401 MAIN STREET IN THE TOWN OF FAIRPLAY

WHEREAS, the Town of Fairplay has made an agreement with Mr. Mick for permission to occupy a portion of his property commonly known and numbered as 401 Main Street, for the purpose of using the property to operate and maintain a public parking lot, placing temporary signage, and for placement and operation of a temporary food vending cart by a third party approved by the Town; and

WHEREAS, the Board of Trustees and Mr. Mick have agreed to the terms of the revocable license.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that a revocable license agreement, a copy of which is attached and fully incorporated herein as Exhibit A, is hereby authorized and approved and the Mayor and/or Town Administrator are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 5th day of March, 2018.

Town of Fairplay

(Seal)

By: _____
Mayor

ATTEST:

Town Clerk

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2018, by and between Sam Mick ("Mick" or "Licensor") and the Town of Fairplay, Colorado (the "Town").

For and in consideration of the sum of ten dollars (\$10.00) paid by the Town to Mick, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. THE LICENSE

Mick owns the property commonly known and numbered as 401 Main Street, Fairplay, Colorado (the "Property"). Subject to all the terms and conditions hereto, Mick hereby grants to the Town a license to occupy and use the Property for the purpose set forth in Section 2 herein.

SECTION 2. TERMS OF AGREEMENT

The Property may be used and occupied by the Town for the purpose of maintaining a public parking lot, placing temporary signage, and for placement and operation of a temporary food vending cart by a third party approved by the Town.

SECTION 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified therein. Upon termination the Property shall be returned to its original condition.

SECTION 4. MAINTENANCE

The Town shall, at its own expense, keep and maintain in good repair any fixtures or structures constructed, placed, operated or maintained on the Property and, within thirty (30) days of termination of this Agreement, shall remove such fixtures.

SECTION 5. DAMAGE TO PROPERTY

The Town shall be responsible for all damage to the Property arising out of or resulting from the use of the Property by the Town, its agents, employees, visitors, patrons and invitees. The Town shall notify Mick immediately upon discovery of any damage to the Property. The Town shall correct and repair the damage within one (1) week of notification or knowledge of the damage unless otherwise directed by the Mick.

SECTION 6. INSURANCE

The Town agrees to procure insurance coverage which includes and covers the Property that is the subject of this Agreement, and to name Mick as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance, with policy limits for bodily injury and property damage in an amount to be agreed upon by the parties. A Certificate of Insurance showing Mick as an additional insured thereon shall be provided to Mick within thirty (30) days of execution of this Agreement. The failure to provide the Certificate of Insurance shall be grounds for immediate revocation of this License Agreement.

SECTION 7. NOTICES

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Town: Town of Fairplay
 901 Main Street
 P.O. Box 267
 Fairplay, CO 80440

To Mick: Sam Mick
 PO Box 1008
 Salida, CO 81201

SECTION 8. MISCELLANEOUS

A. Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein.

B. Applicable Law. The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement.

C. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

E. Assignment. The Town may not assign or transfer this Agreement, except upon the express written authorization of Mick.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and year first above written.

TOWN OF FAIRPLAY, COLORADO

By: _____
Gabby Lane, Mayor

ATTEST:

Tina Darrah, Town Clerk

LICENSOR



Sam Mick



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Clerk
RE: Resolution allowing the Town Clerk to Appoint Election Judges
DATE: February 28, 2018

This resolution authorizes the Town Clerk to appoint election judges for the April 3, 2018 election. I plan on appointing three or four election judges. The judges will work on Election Day from about 2:00 p.m. to 8:00 or 9:00 p.m. I hope to have judges that have experience, which will alleviate the need for day long training like I would normally offer.

Recommended Action:

Motion to approve Resolution No. 8. This does not require a roll call vote.

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 8
(Series 2018)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FAIRPLAY, COLORADO, DELEGATING AUTHORITY AND RESPONSIBILITY
TO THE TOWN CLERK TO APPOINT ELECTION JUDGES**

WHEREAS, the regular municipal election is set for April 3, 2018; and

WHEREAS, the Board of Trustees may delegate the authority and responsibility to appoint judges of election to the Town Clerk pursuant to C.R.S. §31-10-401.

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

That the Board of Trustees delegates the authority and responsibility to the Fairplay Town Clerk to appoint election judges for the upcoming Town of Fairplay Regular Municipal Election which will be held April 3, 2018.

RESOLVED, APPROVED AND ADOPTED THIS 5th DAY OF MARCH, 2018.

TOWN OF FAIRPLAY, COLORADO

Mayor, Gabby Lane

ATTEST:

Town Clerk, Tina Darrah



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Clerk
RE: Resolution No. 9 – Contract Planning Services
DATE: February 28, 2018

This is the professional services agreement with Scot Hunn of Hunn Planning and Policy, LLC for planning services for the Town. Scot will be at the meeting to further discuss any details of the arrangement. Staff recommends approval of the agreement and is looking forward to working with Scot.

Recommended Action:

Motion to approve Resolution No. 9, series of 2018. This will require a second and a roll call vote.

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 9
(Series of 2018)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUNN PLANNING & POLICY L.L.C. FOR CONSULTANT PLANNING SERVICES FOR THE TOWN OF FAIRPLAY.

WHEREAS, Hunn Planning and Policy, LLC., has submitted a proposal for planning services for the Town of Fairplay and wishes to enter into an agreement with the Town to provide these services; and,

WHEREAS, the Board of Trustees has reviewed the contract and desires to enter into an agreement with Hunn Planning and Policy, LLC. for the services specified in the Professional Services Agreement.

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

RESOLVED, APPROVED, and ADOPTED this 5th day of March, 2018.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Gabby Lane, Mayor

ATTEST:

Tina Darrah, Town Clerk

RES - contract authorization approval.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 5th day of March, 2018, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory town located at 901 Main Street, Fairplay, Colorado (the "Town"), and HUNN PLANNING & POLICY L.L.C., a Colorado limited liability company located at 0095 Hockett Street, Eagle, Colorado 81631 (the "Consultant").

In consideration of the mutual covenants and agreements of the parties as hereinafter set forth, the parties agree as follows:

ARTICLE 1: CONSULTANT'S SERVICES

Consultant shall provide general planning services for the Town of Fairplay, Colorado. In connection therewith, Consultant shall provide the Town with planning services, development review, planning management services, technical analysis, and public meeting facilitation and attendance as specified in more detail in Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference. When performing services for the Town, Consultant shall represent the best interests of the Town at all times.

ARTICLE 2: METHOD OF COMPENSATION

- A. The Town shall compensate the Consultant for services rendered and direct expenses incurred by Consultant under this Agreement as provided in the Professional Fees Schedule attached hereto as Exhibit B and incorporated herein by this reference. It is specifically understood that the Town will compensate Consultant monthly at a base rate of not to exceed \$100.00 per hour for up to ten (10) hours of Planning Services using a monthly retainer not to exceed \$1,000.00 per month; and for all direct expenses and hourly rate fees incurred by Consultant, as set forth on the Professional Fees Schedule, on a monthly basis. Consultant agrees to bill to retainer first. Any Planning Services performed above and beyond ten (10) hours per month, or \$1,000.00 in total charges, by Consultant shall be billed at a base rate of \$125.00 per hour, unless otherwise negotiated with the Town. Any Planning Services to be performed in excess of ten (10) hours per month, or which will result in the Consultant charging above and beyond the retainer, shall first be approved by the Town. Consultant agrees not to charge an hourly rate for travel to and from the Town of Fairplay when such travel is necessary in connection with Consultant's work for Town and unless bona fide Town business is conducted therewith. Direct expenses that are typical for the completion of the Scope of Services include, but are not limited to: mileage for travel, lodging, delivery fees, xerographic reproduction, and supplies. All direct expenses are defined by item cost and reimbursable at actual cost per Exhibit B. Expenses for lodging shall require pre-approval by the Town. If the services rendered require Consultant to incur specific costs not typical to the completion of the Scope of Services, then such additional expenses shall be approved by the Town prior to being incurred by Consultant. If so pre-approved by the Town, the Town will reimburse Consultant for such additional expenses at actual cost.
- B. Consultant shall submit to the Town invoices identifying services rendered and direct expenses incurred for the preceding month. Such invoices shall describe the work performed and applicable project or completion of portions of the Scope of Services (Exhibit A) as applicable. The Town shall compensate Consultant within thirty (30) days of receipt of an invoice. If the Town requests additional information regarding an invoice for services rendered, the Town shall promptly so advise Consultant. Failure of Town to pay Consultant within forty-five (45) days after receipt of

Consultant's invoice shall allow Consultant, after giving seven (7) day's written notice to Town, to suspend services under this Agreement until all outstanding invoices which have been received and accepted by the Town have been paid in full to the Consultant.

- C. The Town may suspend or abandon any ongoing work upon written notice to Consultant. If ongoing work is suspended or abandoned by the Town in whole or in part for more than thirty (30) days, the Consultant shall be compensated for all services performed and direct expenses incurred up to the date of receipt of written notice from the Town of such suspension or abandonment. Notwithstanding the foregoing, the parties recognize and agree that this Agreement is for ongoing general planning services, and there is no guarantee of any work or its consistency. Lapses in time without any work shall not operate to invalidate this Agreement or otherwise absolve the parties of the responsibilities set forth herein.

ARTICLE 3: TOWN'S RESPONSIBILITIES

- A. The Town shall provide such information regarding its requirements for consulting services as the Town and Consultant initially agree are necessary. The Town shall provide a representative(s) authorized to act in its behalf with respect to consulting services and requirements rendering prompt decisions to avoid unreasonable delay or duplication and to facilitate the execution of the work. The Town's representative(s) shall be the Town Administrator.
- B. If the Town becomes aware of any fault, defect, non-conformance, error, or omission with the documents prepared or services rendered by the Consultant, the authorized representative shall give prompt notice thereof to the Consultant.
- C. Any verbal or written approvals issued to the Consultant by the Town as required in this Agreement, and as required for reasonable progress of the Consultant's work, shall be presumptive evidence of the Town's review and concurrence of the work scope and approach.
- D. The Town shall talk to the Consultant before issuing interpretations or clarifications of the Consultant's documents.
- E. The Town shall advise the Consultant of the identity of other consultants and in-house participating personnel in the consulting services or related projects and the scope of their services and responsibilities.
- F. The Town's representative, or his or her designee, shall participate in and aid in the preparation for, with respect to making copies, scheduling, preparing agendas, and similar duties, all meetings with respect to consulting services.
- G. The Town shall make best efforts to work with the Consultant to identify all regular meetings at which Town requires attendance by the Consultant. The Town shall coordinate meetings, to the extent possible, with the Consultant in advance to allow the Consultant reasonable notice to schedule meeting dates.
- H. If the Town wishes to modify the Scope of Services as provided in this Agreement, the Town and the Consultant shall prepare in writing an agreed upon and signed additional scope of work.

ARTICLE 4: ADDITIONAL OR EXPANDED SERVICES

If authorized in writing by the Town, the Consultant shall furnish or obtain from other consultants additional or expanded services of the following types that are considered normal or customary or anticipated at this time. If furnished by Consultant, such services shall be performed at the rates set forth on Exhibit B.

- A. Services of special consultants that the Consultant and Town agree are necessary for completing identified work tasks;
- B. Making revisions in plans or other documents for work prepared by other consultants retained by the Town who are involved;
- C. Making revisions in plans, text, or other documents when such revisions are inconsistent with written or implied approvals of progress or instructions previously given by the Town;
- D. Meetings or presentations other than those specified in the Scope of Services;
- E. Serving as expert witnesses in connection with public hearings, arbitration proceedings, or legal proceedings not involving disputes or litigation between the parties hereto; and
- F. Providing any other service not otherwise included in the Agreement which cannot be anticipated at this time or is not customarily furnished in accordance with generally accepted practice and requested by the Town to fulfill a specific or unique Work program or planning requirement developed during the planning process and not identified in the Scope of Services.

ARTICLE 5: TERMINATION

Either party may terminate this contract for any reason or no reason whatsoever upon thirty (30) days written notice. In the event that the Town terminates this Agreement, the Consultant shall be paid for services actually performed prior to such termination, plus any direct expenses then due the Consultant.

ARTICLE 6: OWNERSHIP OF DOCUMENTS

Maps, plans, text, and other documents generated under or pursuant to this Agreement as instruments of service are and shall remain the property of the Town unless ownership is governed by a copyright or other pre-existing ownership rights. Reproducible copies shall be made available to the Consultant.

ARTICLE 7: SUCCESSORS

This Agreement is binding on both parties and their successors and assigns. Neither the Town nor the Consultant shall assign or transfer her, his, or its interest in this Agreement without the prior written consent of the other.

ARTICLE 8: ENTIRE AGREEMENT

This Agreement and its appendices represents the entire and integrated agreement between the Town and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties. This Agreement may be amended only by written instrument signed by both Town and Consultant. No modification, change or alteration of the within Agreement shall be of any legal force or effect whatsoever unless in writing, signed by all of the parties hereto.

ARTICLE 9: PERIOD OF SERVICES

The period of services of this agreement shall extend, subject to annual appropriation, until the agreement is terminated pursuant to Article 5 of this agreement.

ARTICLE 10: CONSULTANT STATUS

Consultant and any persons employed or retained by Consultant for the performance of work hereunder shall be independent contractors and not agents or employees of Town. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only.

10.1 Consultant is providing services independently and, therefore, is not an employee, partner, or joint venture with the Town, and neither party has the authority to bind the other in any respect. Nothing herein shall create or be construed as creating a partnership, joint venture, or agency relationship between the parties. Consultant warrants to the Town that Consultant understands the difference in status between an independent contractor and an employee, and Consultant acknowledges and stipulates that Consultant is neither eligible nor entitled to statutory or legal benefits or provisions of labor codes or other such similar statutes. The parties further agree that the Town shall not withhold from any moneys earned by or paid to Consultant unemployment insurance, social security, taxes, or any other withholdings. Consultant agrees to be responsible for all such payments required by law.

10.2 Consultant acknowledges and agrees to report all payments received from Town on its federal and state income tax returns and is obligated to pay any and all resulting federal and state income tax obligations. Consultant will indemnify the Town for any such payments required but not paid.

10.3 Consultant acknowledges and agrees that it is not covered by or entitled to any of Town's insurance, including Town's workers' compensation coverage, and is not entitled to any benefits otherwise provided to Town's employees, including vacation pay, sick leave, retirement benefits, unemployment compensation, social security, disability benefits, employee health benefits of any kind, and workers' compensation benefits. During the Term of this Agreement, Consultant will carry any insurance required by law, including, without limitation, professional liability insurance and general liability insurance.

ARTICLE 11: INSURANCE

Consultant shall procure professional liability insurance coverage in an amount standard in the industry for the kind of work performed by the Consultant. Upon request Consultant shall furnish the Town with a copy of the certificate regarding same.

The parties hereto understand and agree that Town is relying on and does not waive or intend to waive by this Agreement, or any provision hereof, the monetary limitations and any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended from time to time or otherwise available to Town.

ARTICLE 12: INSPECTION/OPEN RECORDS

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant and its subcontractors that are related to this Agreement or the Scope of Services for the purpose of making audit, examination, excerpts, and transcriptions.

The Town is subject to and bound by the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.* Any and all documents Consultant prepares pursuant to this Agreement or the Scope of Services may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by the Consultant. The Consultant hereby waives any claims of any kind whatsoever against Town for the Town's compliance or attempted compliance with the provisions of the Colorado Open Records Act.

ARTICLE 13: APPROPRIATION

No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate Town to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by the Town to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

ARTICLE 14: EMPLOYMENT OF OR CONTRACTING WITH ILLEGAL ALIENS

14.1 As used in this Article, the following words or phrases shall have the following meanings:

- a. "Consultant" means Hunn Planning & Policy L.L.C.;
- b. "E-Verify Program" means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
- c. "Department Program" means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

14.2. The Consultant shall not:

- a. Knowingly employ or contract with an illegal alien who will perform work under this Agreement;
or
- b. Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

14.3. The Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Consultant will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Consultant is prohibited from using

either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

- 14.4. If the Consultant obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or Contracts with an illegal alien, the Consultant shall:
- a. Notify the subcontractor and the Town within three days that the Consultant has actual knowledge that the subcontractor is employing or Contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1) of this paragraph 14.4 the subcontractor does not stop employing or contracting with the illegal alien, except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or Contracted with an illegal alien.
- 14.5. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-101, *et seq.*
- 14.6. If Consultant violates this provision, the Town may terminate the Contract for breach of the Contract. If so terminated, the Consultant shall be liable to the Town for actual and consequential damages.

ARTICLE 15: GENERAL PROVISIONS

15.1 Consultant is customarily engaged in an independent trade, occupation, or profession of business related to the services specified above and in the Scope of Services. Consultant is not required to work exclusively for the Town of Fairplay, Colorado, by this Agreement.

15.2 Consultant shall be solely responsible for the means and methods and the proper performance of the work in compliance with the requirements and specification of this Agreement.

15.3 Payments from the Town to Consultant shall be made in the trade or business name of the Consultant.

15.4 The Consultant agrees to indemnify and hold harmless the Town, and its trustees, officers, employees, and agents from and against any liability, demands, and expenses, including reasonable court costs and attorneys' fees, on account of any injury, loss, or damage which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by the negligent act, error, omission, or other fault of the Consultant or any officer, employee, or agent of the Consultant or any subcontractor of Consultant, or any other person for whom Consultant is directly responsible, including independent contractors. The obligations of this section shall not extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the Town or parties under the Town's control.

The parties hereto have executed this Agreement in duplicate effective the day and year first above written.

Hunn Planning & Policy, L.L.C.

Town of Fairplay, Colorado

By: _____
Scot Hunn, Principle

Gabby Lane, Mayor

EXHIBIT A

TOWN OF FAIRPLAY, COLORADO, PLANNING SERVICES SCOPE OF SERVICES

The following shall constitute the scope of services to be provided by Consultant during the term of the Agreement. It is recognized that as work proceeds the Town may identify additional tasks for Consultant to perform. Additional services required of Consultant other than those described below or otherwise provided for in the Agreement shall be subject to additional negotiation. The Town shall designate a principal liaison or contact person for the Consultant to deal with on contractual or procedural issues. The Town and the Consultant shall work together to identify anticipated meeting dates and a work schedule. Additional meeting dates and special meetings shall be scheduled in advance with reasonable notice to Consultant to minimize scheduling conflicts.

1) Planning Services.

- Review land use application submittals for compliance with municipal code, zoning regulations, subdivision regulations, PUD provisions, Comprehensive Plan, zoning maps and other relevant documents.
- Examination of land use application submittals for good design characteristics including, but not limited to, site planning, roadway, configuration, adequacy of park/open space, adjoining use compatibility, pedestrian/bicycle access, lighting and landscaping.
- Review annexation applications for compliance with statutory and municipal requirements; identify issues to be considered, negotiation of annexation agreements, assistance to municipal attorney on annexation documents and evaluation of annexation impacts.
- Review of variance applications for compliance with municipal requirements, input to Town with recommendations, and prepare resolutions.
- Periodic meetings with the staff, Town Trustees, and Planning Commission to provide education/training, discuss issues/concerns, community values, and land-use philosophies.
- Periodic meetings with the Town staff including town attorney, town administrator, public works director, and town engineer to identify issues, concerns, limitations, utility capacities, and similar information.
- Meetings with land use applicants to discuss applications, review municipal code requirements, and offer applicants opportunity to discuss land use application options/alternatives.
- Communicate with review agencies to solicit input on applications. Agencies may include, but are not limited to, Division of Wildlife, Department of Local Affairs, school districts, fire protection districts, Colorado Geological Survey, utility districts, other utilities (electric, gas, phone, cable television), Soil Conservation Service, Army Corps of Engineers, Colorado Department of Transportation, Park County, and Town's other third-party consultants.
- Schedule site inspections on land use applications with appropriate involved parties.
- As directed by the Town, evaluate, draft, and/or update as needed, comprehensive plan, annexation plan, and similar long-range planning documents.

2) Drafting and other services

- The Consultant may, at the direction of the Town, develop recommendations about future actions the Town should consider pertaining to, but not limited to, municipal code revisions to ensure compliance with the comprehensive plan, special/conditional use permits, sign code,

comprehensive plan implementation, and other research/recommendations to the Town Trustees/Planning Commission.

- The Consultant may, at the direction of the Town, develop recommendations about future actions the Town should consider. These may include, but are not limited to, park & recreation facilities/needs, trail plans, viewshed protection, and other related analysis.
- Mapping - The Consultant, at the direction of the Town, may provide mapping services utilizing AutoCAD or ArcMap GIS software to create or update maps including but not limited to, zoning, annexation, development constraint areas, existing land use, trails, parks/open space, or similar maps.
- Communications - The Consultant shall maintain communications with the Town through direct visits to Fairplay, telephone communications, email, facsimile and mail. The Consultant shall work with the Town staff to provide timely submittals of written materials for inclusion in Planning Commission and Town Trustees packets. The Town shall work with the Consultant to provide needed information and assistance on a timely basis. The Town shall also provide the Consultant, at no cost, reasonable working space including use of the computer, as necessary, at Town Hall or another convenient location in Fairplay, Colorado.

EXHIBIT B
PROFESSIONAL FEES

Consultant will bill the Town monthly, and the Town shall compensate Consultant, for services performed and expenses incurred for the Scope of Services at the following rates:

A.

Professional Hourly Rates	Tasks	Hourly Rate
Municipal Consulting -	Planning Consulting for services performed for and on behalf of the Town that are unrelated to a specific land use application submitted by a private party.	\$100.00*
Clerical Work and Communication -	Includes planning service related email, phone and other communication by and between the Consultant and the Town; one time, or periodic clerical tasks of a non-complicated manner.	\$75.00

* \$100.00 hourly rate applies to first 10 hours of time billed to monthly retainer; any hours billed to the town over an above the first 10 hours of time providing Planning Consulting Services shall be billed at a rate of \$125.00 per hour.

B.

Travel	Mileage reimbursement	Standard IRS rate
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C.

Direct Expenses

Copies and Reproductions	Actual Cost
Postage/Mailing	Actual Cost
Lodging (subject to pre-approval by Town)	Actual Cost
Map Plotting	Actual Cost
Supplies (when consumed by project for Town)	Actual Cost

The Consultant and Town shall both pursue the lowest possible rates for these costs utilizing government cost savings where available.



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Fee Schedule Update

DATE: 3/1/2018

Per your direction please find a resolution attached to update the fee schedule for Gold Panning Fees beginning April 2018. I have also attached a copy of the updated fee schedule.

This item needs a motion, a second and approved by a roll call vote.

Please contact me with any questions.

**RESOLUTION NO. 10
(Series of 2018)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY,
COLORADO, AMENDING THE FEE SCHEDULE.**

WHEREAS, the Town of Fairplay is authorized to establish and amend fees charged by the town for various town services, permits and licenses, by resolution.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the document entitled "Town of Fairplay Fee Schedule" attached hereto as "Exhibit A" is hereby adopted as the Fee Schedule for the Town of Fairplay and shall become effective March 5, 2018.

RESOLVED, APPROVED, and ADOPTED this 5th day of March, 2018.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Gabby Lane, Mayor

ATTEST:

Tina Darrah, Town Clerk

**Town of Fairplay
Fee Schedule
(Exhibit A)
Effective July 20, 2015
Updated March 5, 2018**

<u>Type</u>	<u>Amount</u>
Animal	
Dog License (annual)	
Unaltered	\$ 10.00
Neutered/altered	\$ 5.00
Replacement/Duplicate	\$ 1.00
Livestock Permit	
Fowl or rabbit (per fowl or rabbit)	\$ 5.00
Horse/cow, sheep, llama, or other large animal over 25 lbs	\$ 25.00
Annual/maximum per property	\$ 25.00
Building Dept. Fees (include 10% surcharge on all of the following Building Fees)	
Building Permit	
Commercial	\$.75/sq. ft. + surcharge
Residential	\$ 1.00/sq. ft. + surcharge
Garage/Shed over 120 sq. ft./Outbuilding/Barn	\$.50/sq. ft + surcharge
Remodel – non-structural	\$165.00
Deck Permit	\$ 55.00
Demolition Permit	\$165.00
Driveway Permit	\$ 55.00
Excavation Permit	\$110.00
Fence Permit	\$ 44.00
Mechanical Permit – Woodstoves	\$ 55.00
Move and set permit	75% of regular building permit fee + surcharge
Re-siding Permit	\$ 110.00
Re-roofing Permit	\$ 110.00
Shed under 120 sq. ft. - Site Review	\$ Free
Street/Public ROW Cut Permit	\$550.00
Performance Bond/Security (Refundable after one year upon approval by Inspector)	
Unpaved Surface	\$1000.00*
Paved Surface	\$2000.00*
All Building Fees include a 10% surcharge	* May be more at Town's discretion
Business License Fee	
Special Event Business License	\$ 25.00
(per vendor w/out Annual Fairplay Business License)	\$ 10.00
Peddler/Solicitor/Transient Merchant License	
Five day consecutive	\$ 20.00
Annual	\$ 50.00
Cemetery	
Opening and Closing	\$150.00 each

Headstone Deposit - Refundable	\$300.00
Commercial Fly Fishing License (annual)	\$ 75.00
Court Fees	
Court Costs	\$ 31.00
Default Fee	\$ 30.00
Failure to Appear	\$ 30.00
Surcharge: Training	\$ 15.00
Transcript – CD Only	\$ 15.00
Warrant Fee	\$ 50.00
Document Requests	
Search fee (per hour)	\$ 25.00
Copy fee/page	
8½ X 11	\$.25
8½ X 14	\$.50
11 X 17 inches	\$.75
Fax per page	\$.50
Gold Panning Permits (April – October)	\$ 10.00/daily
	\$ 40.00/weekly
	\$ 100.00/annual
Liquor Licensing	Per Fee Schedule set by Department of Revenue Liquor Enforcement
Lodging Tax (per night per occupied room)	\$ 2.00
Municipal Code (on disc only)	\$ 10.00
Park/Recreation/Meeting Room Use Permit (for reserved/exclusive use)	
1/2 day (four hours or less) per day	\$ 10.00
Full day (more than four hours) per day	\$ 20.00
Cohen Park Pavilion - with electricity	\$ 10.00
Camping Permit – 4 day maximum	\$ 8.00/day
Police Services	
Report Research (more than 3 years)	\$ 5.00
VIN Inspection	\$ 7.50
VIN Certified	\$ 25.00
Fingerprinting	\$ 10.00
Civil Standby/Service of documents	\$ 25.00/hour
Video	\$ 10.00
Returned Check Fee	\$ 15.00
Street Closure/Parade Permit	\$ 10.00
Street Light Monthly Fee	\$ 2.00

LAND USE FEES*

Annexation	\$300.00
Appeals	\$100.00
Certificate of Appropriateness	\$ 0.00
Encroachment license application	\$150.00
Flammable materials permit	\$100.00
Home occupations permit	\$ 50.00
Parking Plan (separate)	\$ 50.00
Sign permit application	\$ 25.00
Special Use Permit	\$150.00
Street/Alley vacation application	\$150.00
Zoning/Subdivision Variance	\$100.00
Zoning Map Amendment/Rezoning	
Residential	\$150.00
Non-residential	\$250.00
PUD Overlay	\$300.00
Subdivision application—Major Residential/PUD	\$500.00 + \$25/lot (\$1,000 deposit)
Subdivision application—Minor Residential/PUD	\$300.00 + \$25/lot (\$1,000 deposit)
Subdivision application—Major Non-Residential/PUD	\$750.00 + \$25/lot (\$1,000 deposit)
Subdivision application—Minor Non-Residential/PUD	\$500.00 + \$25/lot (\$1,000 deposit)
Subdivision application--resubdivision	
Major residential/PUD	\$ 25.00/lot
Minor residential/PUD	\$ 25.00/lot
Major non-residential/PUD	\$5.00 per one thousand square feet of non-residential lot area, plus \$25.00 /residential lot
Minor non-residential/PUD	\$5.00 per one thousand square feet of non-residential lot area, plus \$15.00 /residential lot
Subdivision application--exemptions	
Lot line adjustment	\$ 50.00
Elimination of lot line	\$ 50.00

Subdivision Code	
Disk form, Microsoft Word version	\$ 5.00
Paper form	\$ 10.00
Subdivision Improvements/Development Agreement Amendments	\$100.00

***Land Use Fees do not include the cost of outside professional services that may be used to evaluate or process an application. The applicant agrees to bear the costs of such outside professional services in addition to the listed base fee. A deposit to cover the reasonable anticipated costs for outside professional services may be required from the applicant at time of application.**

WATER FEES**

IN TOWN WATER FEES

Meter Size Inches	S.F.E.	Monthly Base Fee		Usage Fee
¾	1	\$34.00	+	\$5.70/1000 GAL
1	1.8	\$61.20	+	\$5.70/1000 GAL
1 ½	4	\$136.00	+	\$5.70/1000 GAL
2	7	\$238.00	+	\$5.70/1000 GAL
3	16	\$544.00	+	\$5.70/1000 GAL
4	28	\$952.00	+	\$5.70/1000 GAL

Late Fee - \$5.00 + 1% of outstanding balance two months back.

Tap Size	S.F.E.	P.I.F.
¾	1.0	\$7,500.00
1.0	1.8	\$13,500.00
1.5	4.0	\$30,000.00
2.0	7.0	\$52,500.00
3.0	16.0	\$120,000.00
4.0	28.0	\$210,000.00

OUT OF TOWN WATER AND P.I.F. FEES ARE DOUBLE IN TOWN RATE

Fee for water turned on/off	\$ 25.00/ea.
After hours turn on/off	\$ 50.00/ea
Failure to Provide Access to Water Meter	\$ 20.00/each request
Failure to pay/violations of code	\$150.00
Unauthorized water turn on	\$150.00
Bulk Water – In Town Resident	\$ 5.70/1000 gallons
Bulk Water – Out of Town Resident	\$ 11.40/1000 gallons

** Water Fees set by Fairplay Board of Trustees

Officer Bo Schlunsen

FAIRPLAY POLICE DEPARTMENT



To: Fairplay Board of Trustees
From: Acting Police Chief Bo Schlunsen
Date: 5 March, 2018
Re: March Report to the Board

The Police Department had 14 case reports for February, one arrest and 2 traffic citations.

As noted in last month's Board report, I have been making note of all the code violations in Town. To start with, I made plans with various residents to help them take care of appliances on their property (accumulation of junk FTC 7-2-170). Vaughn made space for appliances and metal refuse at the maintenance shop way in advance of the Town Cleanup Day so we can get a head start on the bulky items. Arrangements were made with Tom Nourse, owner of Nourse Refrigeration, to "de-freon" refrigerators for free in order to help Fairplay cleanup, which is very much appreciated. Two weekends ago, I went to the various residents, with my own truck, and removed 7 fridges, 5 clothes washers, 2 dryers, 2 dish washers, 1 home furnace, 2 stove hoods, 1 stove and a water heater along with various pieces of metal junk. All this stuff was outside the homes. All the residents were very appreciative. What I noticed was how accepting they were about the removal of this junk. They were mostly older, disabled and/or without a pickup to deal with their junk. Also, the fact that the Town arranged for the purging of their fridges (I think a \$35.00 charge) and was meeting them halfway made a huge difference. As I see it, this is OUR Town and a little sweat on both sides goes a long way. I'll be focusing on tires next.

The Park County Sheriff's Department continues to provide much appreciated assistance with call coverage.

I still have had no luck in recruiting a qualified applicant. This has become an issue with police agencies nationwide, what with the low unemployment rate. The search continues.

I have arranged for an Active Shooter class at the high school on 3-17-18. I have invited the Alma Town Marshall, the Park County Sheriff's Department and South Park Ambulance paramedics to the training. This will be funded with grant money.

A CPR/First Aid course is being arranged for the end of March.



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

