

AGENDA

for the Board of Trustees of the Town of Fairplay, Colorado
Monday, April 16, 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 – April 2, 2018**
 - B. APPROVAL OF EXPENDITURES – Approval of bills of various Town Funds in the amount of \$12,027.32**
- VI. UNFINISHED BUSINESS**
 - A. Other Discussion Items**
- VII. OATH OF OFFICE FOR NEWLY ELECTED OFFICIALS**
- VIII. SELECTION OF MAYOR PRO-TEM**
- IX. CITIZEN COMMENTS**
- X. PUBLIC HEARING**
 - A. Should the Board Approve a Change of Location for a Hotel and Restaurant Liquor License for the South Park Pub and Grill, LLC, currently located in the Fairplay Hotel, 500 Main Street, and changing location to 517 and 523 Front Street as submitted by Ellen Canchola?**
- XI. NEW BUSINESS**
 - A. Should the Board Approve Adoption of Resolution No. 13, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING KIM WITTBRODT AS TOWN TREASURER."?**
 - B. Should the Board Approve Adoption of Resolution No. 14, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING BRIAN GREEN AS MUNICIPAL COURT JUDGE."?**
 - C. Should the Board Approve Adoption of Resolution No. 15, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING HERBERT C. (LEE) PHILLIPS AS TOWN ATTORNEY."?**
 - D. Should the Board Approve Adoption of Resolution No. 16, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING TINA DARRAH AS TOWN CLERK AND TOWN ADMINISTRATOR."?**
 - E. Should the Board Approve Adoption of Resolution No. 17, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND MARCIA MCMAHON FOR THE DOG WORKS SIDING & FENCE PROJECT."?**

This Agenda May Be Amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, April 12, 2018

- F. Should the Board Approve Adoption of Resolution No. 18, 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 DHM DESIGN CORPORATION FOR MASTER PLANNING SERVICES FOR THE FAIRPLAY RIVER PARK DESIGN."?
- G. Request for Donation from Destination Imagination for Global Finals
- H. Award of Town Hall Exterior Painting Project
- I. Discussion Regarding Events/ Use of Town-Owned Properties
- J. Other New Business

XII. BOARD OF TRUSTEE AND STAFF REPORTS

XIII. EXECUTIVE SESSION: pursuant to C.R.S.24-6-402(4)(f) to discuss a personnel matter relating to the Public Works Director

XIV. ADJOURNMENT

Upcoming Meetings/Important Dates:

Board of Trustees Meeting	May 7, 2018 @ 6 p.m.
South Park City Museum opens for the season	May 15, 2018
Fairplay Cemetery Clean Up	May 19, 2018 @ 9 a.m.
Board of Trustees Meeting	May 21, 2018 @ 6 p.m.
Fairplay Town Clean Up Days	June 1 – 3, 2018 from 7:30 a.m. to 6 p.m.
Board of Trustees Meeting	June 4, 2018 @ 7 p.m.
Contin-tail Fairplay Rock & Gem Show	June 7 – 10, 2018 from 9 a.m. to 5 p.m.
South Park Trail Marathon & ½ Marathon	June 9, 2018
Fairplay's Wearable Art Fest	June 9 – 10, 2018
Board of Trustees Meeting	June 18, 2018 @ 7p.m.
TGIFairplay Concert with Split Window	June 22, 2018 @ 6 p.m.

This Agenda May Be Amended.

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**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
April 2, 2018**

CALL TO ORDER WORK SESSION – RIVER PARK PROJECT DESIGN FIRM INTERVIEWS

A work session of the Board of Trustees for the Town of Fairplay was called to order at 3:00 p.m. at the Fairplay Town Hall, 901 Main Street, by Mayor Gabby Lane. Trustees present were Scott Dodge, Eve Stapp, Ray Douglas and Frank Just. Also in attendance were Town Administrator/ Clerk Tina Darrah and Assistant to the Town Administrator Mason Green.

The Board reviewed all of the proposals submitted for the River Park Design on March 26, 2018 and chose to conduct interviews with two of the design firms. The Board interviewed Matrix Design Group Inc at 3:00 p.m. and DHM Design Corporation at 4:30 p.m.

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 Town Attorney Lee Phillips, Town Administrator/ Clerk Tina Darrah, Public Works Director Vaughn Mead, Interim Police Chief Bo Schlunsen, Town Treasurer Kim Wittbrodt, Assistant to the Town Administrator Mason Green and Deputy Town Clerk Claudia Werner.

AGENDA ADOPTION

The agenda was amended to include Discussion/ Direction to Staff in Regards to the River Park Design Firm Selection. This item was added under Unfinished Business.

Motion #1 by Trustee Douglas, seconded by Trustee Stapp, that the agenda be adopted as amended. 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** – March 19, 2018
- B. **APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$26,745.94.

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

CITIZEN COMMENTS

No citizen comments were offered.

UNFINISHED BUSINESS

- A. Discussion/ Direction to Staff in Regards to the River Park Design Firm Selection.

The Board directed Staff to prepare an Agreement for Professional Services between the Town and DHM Design Corporation and present it at the April 16, 2018 meeting for review and approval.

- B. Other discussion items

No other discussion items were offered.

NEW BUSINESS

A. Approval of Tier 1 DOLA Grant Application Submittal for River Park Design

Assistant to the Town Administrator Green stated that as per the direction given to Staff at the March 26, 2018, Board Work Session, Staff has submitted a Tier 1 Grant Application to the Department of Local Affairs (DOLA) Energy/ Mineral Impact Assistance Fund to help pay for the design of the River Park. He went on to say that with the grant, the Town's cost for the design of the River Park will be \$32,392.50 and Staff recommends ratification of the grant application submittal.

Motion #3 by Trustee Just, seconded by Trustee Douglas, that the Board approve/ ratify the submittal of the Tier 1 DOLA Grant Application for the River Park Design. A roll call vote was taken: Dodge - yes, Stapp – yes, Lane – yes, Douglas – yes, Just - yes. Motion carried unanimously.

B. Should the Board Approve Adoption of Resolution No. 12, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A CONTRACT WITH PAVEMENT MAINTENANCE SERVICES, INC FOR WORK TO BE PERFORMED IN THE TOWN OF FAIRPLAY, COLORADO."?

Public Works Director Mead stated that this is a continuation of the long term project to repair and maintain Town streets that started in 2015. He went on to say that two paving companies were contacted and one of them provided a proposal for the work to be performed in 2018 in the amount of \$145,701.80. Staff recommended Board approval of entering into an agreement with Pavement Maintenance Services for this bid amount.

Motion #4 by Trustee Just, seconded by Trustee Dodge, that the Board Approve Adoption of Resolution No. 12, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A CONTRACT WITH PAVEMENT MAINTENANCE SERVICES, INC FOR WORK TO BE PERFORMED IN THE TOWN OF FAIRPLAY, COLORADO." A roll call vote was taken: Dodge - yes, Stapp – yes, Lane – yes, Douglas – yes, Just - yes. Motion carried unanimously.

Other new business

Town Administrator/ Clerk Darrah stated that the Town received a referral request from the Park County Planning Department in reference to a rezoning request they have received from Bob Brands for his property located outside of the Town limits at 21980 U S Hwy 285. The rezone application is to rezone the property to Mobile Home Park, which is the current use of the property.

The Board directed Staff to reply to Park County, stating that the Town has no objection to the rezone of this property to Mobile Home Park.

STAFF REPORTS

Town Administrator/ Clerk Darrah reported that the Town had a 33% return rate on ballots for the Fairplay election as of today and she will notify all candidates of the results as soon as possible after the polls close at 7 p.m. on April 3rd. Town Administrator/ Clerk Darrah also informed the Board that the Town of Fairplay is hosting the next elected officials dinner which is set for the end of May. She asked the Board to consider inviting the School Board and the Sheriff's Department to the elected officials dinner and they directed Staff to include both of them.

Interim Police Chief Schlunsen provided a written staff report and stated that the recent safety concerns at the school have taken up quite a bit of his time this past month. He stated that he will coordinate with John Tighe in regards to his capacity as School Resource Officer at the Fairplay school campus and offer coverage when needed.

Town Treasurer Wittbrodt reported on the progress of the replacement of the concession stand building and its contents at the Two Mile High Ball Fields, necessitated by last year's fire that destroyed them. She has been working with Building Inspector Gerrits Kasper and Summit Youth Baseball contact, Bill Wishowski, to get the needed facilities and equipment back in place for this year's youth baseball season. The Town ordered a 12' by 16' Tuff Shed to replace the destroyed structure and it should be delivered by May 14th and then assembled on site. Town Treasurer Wittbrodt also reported that she is working with other key Town Administrative Staff on the feasibility of refinancing the Fairplay Sanitation District's debts and the possible dissolution of the District, which would become part of the Town of Fairplay.

Deputy Town Clerk Werner stated that this year's Spud Fest has been cancelled by the Friends of the Fairplay Community.

MAYOR AND TRUSTEE REPORTS

Trustee Dodge thanked the Board for all of the time they have put in on the River Park Design project.

Trustee Douglas inquired about the need for the Town to implement a water conservation plan due to the minimal amount of snowfall this past winter. Town Administrator/ Clerk Darrah stated that Public Works Director Mead has been speaking with Garver Brown about this and a work session may be scheduled for this topic in May, after Staff has more information.

Trustees Stapp and Just thanked Staff, especially Assistant to the Town Administrator Green, for his hard work and dedication on the River Park Design project as well as other Town projects.

Mayor Lane thanked everyone that helped with the annual Easter Egg Hunt, sponsored by the American Legion. He stated that it was a very successful event.

ADJOURNMENT

Mayor Lane, noting that there being no further business before the Board, declared that the meeting be adjourned at 6:41 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: April 9, 2018

Agenda Item: Bills

Attached is the list of invoices paid through April 9, 2018.

Total Expenditures: \$12,027.32

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
04/03/2018	13639	Caselle, Inc	Software Support	1	03/01/2018	439.50	105060
04/03/2018	13639		Software Support	2	03/01/2018	219.75	507360
04/03/2018	13639		Software Support	3	03/01/2018	219.75	617360
Total 334:						879.00	
04/03/2018	13640	CDPHE	app fee for fairplay reservoi	1	03/22/2018	410.00	507195
Total 358:						410.00	
04/03/2018	13648	International Code Council	memberships	1	03/31/2018	135.00	105635
Total 1164:						135.00	
04/03/2018	13652	Main Street Garage	battery for sander	1	03/28/2018	115.39	105670
Total 1336:						115.39	
04/03/2018	13654	Park County Clerk & Recor	Recording fees	1	01/02/2018	41.00	105105
Total 1558:						41.00	
04/03/2018	13658	Utility Notification Center	RTL Transmissions	1	03/31/2018	8.70	507230
04/03/2018	13658		RTL Transmissions	1	03/31/2018	8.70	617340
Total 2194:						17.40	
04/03/2018	13659	Verizon Wireless	Police Air Cards	1	04/01/2018	120.03	105455
Total 2212:						120.03	
04/03/2018	13661	Xcel Energy	901 main street	1	03/21/2018	163.85	105023
04/03/2018	13661		747 bogue	1	03/21/2018	10.76	105841
04/03/2018	13661		chlorinator	1	03/21/2018	96.80	507390
04/03/2018	13661		1800 beaver creek	1	03/21/2018	736.42	507390
04/03/2018	13661		fairplay sign #1	1	03/21/2018	11.06	105640
04/03/2018	13661		117 silverheels road	1	03/21/2018	10.65	105841
04/03/2018	13661		525 hathaway	1	03/21/2018	171.62	105190
04/03/2018	13661		san plant	1	03/22/2018	3,652.36	617104
04/03/2018	13661		1190 castello	1	03/23/2018	130.77	507390
04/03/2018	13661		1190 castello	2	03/23/2018	130.78	105650
04/03/2018	13661		200 2nd street	3	03/23/2018	18.40	507390
04/03/2018	13661		157 6th street	4	03/23/2018	111.86	105640
04/03/2018	13661		156 5th street	5	03/23/2018	10.65	105640
04/03/2018	13661		589 platte drive	6	03/23/2018	5.54	105841
Total 2296:						5,261.62	
04/03/2018	13651	KONICA MINOLTA BUSIN	C364E Copier	1	04/01/2018	380.18	105032
Total 2448:						380.18	
04/03/2018	13638	Carrot-Top Industries	Cemetery Flags	1	03/29/2018	80.78	105850

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2579:						80.78	
04/03/2018	13646	High Country Engineering	Engineering for FEMA	1	03/22/2018	265.00	507195
Total 2603:						265.00	
04/03/2018	13641	CenturyLink	acct 719-836-4609 502B	1	03/18/2018	56.27	507320
04/03/2018	13641		alarm line-525 Hathaway	1	03/19/2018	39.00	105190
04/03/2018	13641		7198362445	1	03/19/2018	92.20	617320
04/03/2018	13641		7198362622355B	1	03/19/2018	439.67	105065
04/03/2018	13641		acct 82239760	1	03/23/2018	27.28	105065
Total 2614:						654.42	
04/03/2018	13680	Wittbrodt, Kim	food for meeting	1	04/01/2018	35.87	105070
Total 2655:						35.87	
04/03/2018	13645	ghVALLEY.NET	internet service	1	04/01/2018	30.12	105455
04/03/2018	13645		internet service	2	04/01/2018	30.12	105065
Total 2753:						60.24	
04/03/2018	13642	Chaffee County Waste	6 yd weekly	1	04/01/2018	100.00	105650
04/03/2018	13642		6 yd weekly	2	04/01/2018	100.00	105023
Total 2801:						200.00	
04/03/2018	13643	Colorado Analytical Lab	water testing	1	01/05/2018	281.08	507140
Total 2864:						281.08	
04/03/2018	13656	Rise Broadband	internet	1	04/01/2018	95.68	617320
Total 2900:						95.68	
04/03/2018	13649	Jean Krak	website maintenance	1	03/31/2018	126.75	105130
Total 2945:						126.75	
04/03/2018	13655	Razorback Contractors Su	paint	1	03/21/2018	95.10	507160
04/03/2018	13655		paint	2	03/21/2018	95.10	617155
04/03/2018	13655		safety vests	1	03/23/2018	93.40	105630
Total 3089:						283.60	
04/03/2018	13653	Omni Real Estate	rent	1	04/01/2018	1,100.00	105095
Total 3167:						1,100.00	
04/03/2018	13663	Green, Mason	mileage to seminar	1	04/03/2018	84.28	105015
Total 3175:						84.28	
04/03/2018	13644	Duane Thompson	election judge pay	1	04/03/2018	100.00	105050

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3179:						<u>100.00</u>	
04/03/2018	13637	Candace Thompson	election judge pay	1	04/03/2018	100.00	105050
Total 3180:						<u>100.00</u>	
04/03/2018	13657	Roberta Robinson	election judge pay	1	04/03/2018	100.00	105050
Total 3181:						<u>100.00</u>	
04/03/2018	13650	Joan Sharp	election judge pay	1	04/03/2018	100.00	105050
Total 3182:						<u>100.00</u>	
04/03/2018	13647	Hunn Planning & Policy, LL	planning fees	1	04/02/2018	1,000.00	105105
Total 3183:						<u>1,000.00</u>	
Grand Totals:						<u><u>12,027.32</u></u>	

Report Criteria:
 Detail report type printed



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator/Clerk
RE: Selection of Mayor Pro - Tem
DATE: April 12, 2018

Agenda Item: Selection of Mayor Pro-Tem

After each biennial municipal election, the Board of Trustees must choose one of its members as Mayor Pro-Tem – per F.M.C. Sec. 2-2-30. This is generally done via a motion, second and voice vote.

Recommended Action:

Motion to appoint (name) as Mayor Pro-Tem. This does not require a roll call vote.

**MAYOR'S OPENING STATEMENT
SOUTH PARK PUB AND GRILL, LLC CHANGE OF LOCATION**

MAYOR JUST:

I will now open the public hearing on the change of location request of South Park Pub and Grill, LLC for a Hotel and Restaurant liquor license currently located at 500 Main Street, and changing location to 517 and 523 Front Street, in Fairplay, Colorado.

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

The purpose of this hearing is to consider whether a change of location request for a Hotel and Restaurant liquor license should be approved for the applicant.

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

1. The staff will briefly present the case.
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 change of location for the license.
4. At the conclusion of the applicant's case, any persons opposing the change of location for the license and any other persons entitled to be heard may present evidence.
5. The applicant may then present any rebuttal evidence.

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

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

Hearing none, staff will now present the case.

MEMORANDUM

To: Mayor and Board of Trustees
From: Tina Darrah, Town Administrator/Clerk
Date: April 12, 2018
RE: **CHANGE OF LOCATION** Application for South Park Pub and Grill, LLC

On March 13, 2018, Ellen Canchola, of South Park Pub and Grill, LLC, submitted an application for a Change of Location for her Hotel and Restaurant Liquor License currently located at 500 Main Street, to be changed to her new location at 517/523 Front Street. The application was deemed complete, the appropriate fees were paid, and the application set for public hearing before the Board of Trustees on April 16, 2018. Notice of Public Hearing was published in the Fairplay Flume on Friday, March 30, 2018 and posted on the property on April 4, 2018.

In considering the change of location request, the local authority considers the reasonable requirements of the neighborhood to which the applicant is seeking to move. Unlike applications for a new license, or renewal, no statutory provision addresses the character of the applicant for a change of location.

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

- The building plans and specifications are a true representation of the facilities and the premises comply with applicable zoning regulations. The applicant has a building permit and is working with the building official and other agencies to renovate the premises in accordance with the submitted plans. Staff recommends that obtaining a certificate of completion for the remodel/renovation be made a condition of the license if granted.
- Proof of possession of the premises has been provided.
- For purposes of determining the needs and desires of the neighborhood, the entire corporate limits of the Town of Fairplay have been determined to be the neighborhood, (as with every liquor license that is considered). If approved, this Change in Location would not appear to be a detriment to the neighborhood as it does not increase the number of liquor licenses in the Town of Fairplay.
- As of the date of this writing, no remonstrances have been filed with the Clerk's Office.

Staff finds that the application is complete, meets the requirements set forth in the Colorado Liquor Code and therefore recommends approval of the Change of Location application for a Hotel and Restaurant Liquor License as applied for by Ellen Canchola, South Park Pub and Grill LLC. Should the Board agree with this assessment, a motion, second and voice vote will be necessary. Staff recommends that the Board place a condition on the granting of the Change in Location that the applicant receive a Certificate of Completion from the Building Department prior to the business opening.

CC: Ellen Canchola via email delivery and file

Permit Application and Report of Changes

Current License Number 4707735

All Answers Must Be Printed in Black Ink or Typewritten

Local License Fee \$ _____

1. Applicant is a <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company	Present License Number 4707735
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2. Name of Licensee SOUTH PARK PUB AND GRILL LLC	3. Trade Name SOUTH PARK PUB AND GRILL
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4. Location Address
500 MAIN STREET

City FAIRPLAY	County PARK	ZIP 80440
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SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
<ul style="list-style-type: none"> • License Account No. _____ <input type="checkbox"/> Manager's Registration (Hotel & Restr.).....\$75.00 <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE 	<ul style="list-style-type: none"> <input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$200.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) 200.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 100.00 <input checked="" type="checkbox"/> Change Location Permit (ea).....300.00 <input type="checkbox"/> Change, Alter or Modify Premises \$300.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$200.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ <input type="checkbox"/> Campus Liquor Complex Designation No Fee
Section B – Duplicate License	
<ul style="list-style-type: none"> • Liquor License No. _____ <input type="checkbox"/> Duplicate License \$50.00 	

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

TOTAL AMOUNT DUE	\$	300	.00
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Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

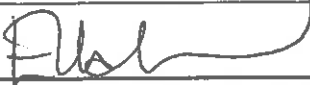
Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Campus Liquor Complex Designation**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 8) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority <u>3/13/18</u> Date of Hearing <u>4/16/18</u></p> <p>(a) Address of current premises <u>500 MAIN STREET</u></p> <p style="margin-left: 20px;">City <u>FAIRPLAY</u> County <u>PARK</u> Zip <u>80440</u></p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address <u>517/523 FRONT STREET</u></p> <p style="margin-left: 20px;">City <u>FAIRPLAY</u> County <u>PARK</u> Zip <u>80440</u></p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

Change of Manager	<p>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises or Related Facility	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed _____</p> <p>_____</p> <p>_____</p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$600.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
Campus Liquor Complex Designation	<p>10. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Additional Related Facility	<p>11. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Title OWNER	Date 3/13-18
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. Therefore, This Application Is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.		
Signature	Title	Date

**NOTICE OF PUBLIC HEARING
ON LIQUOR LICENSE APPLICATION**

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Board of Trustees of the Town of Fairplay, Colorado, in the Council Chambers of the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on Monday, April 16, 2018, beginning at 6:00 p.m. or approximately thereafter. This hearing is on an application for a Change of Location for a Hotel and Restaurant Liquor License for the South Park Pub and Grill, LLC, currently located in the Fairplay Hotel, 500 Main Street, Fairplay, Colorado changing location to 517 and 523 Front Street and as submitted by Ellen Conchola. The following information is provided:

APPLICATION REQUEST: Change of Location for Hotel & Restaurant Liquor License

CURRENT LOCATION: 500 Main Street
Fairplay, Colorado

NEW LOCATION: 517 & 523 Front Street,
Fairplay, Colorado

DATE OF APPLICATION: March 13, 2018

DATE OF HEARING: April 16, 2018

APPLICANT: Owner, Ellen Conchola
South Park Pub & Grill, LLC
PO Box 358
Fairplay, CO 80440

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

For the Board of Trustees
Town of Fairplay, Colorado
Tina Derrah
Town Clerk

As per Section 12-47-311C.R.S., Public notice - posting and publication, this notice is posted by sign in a conspicuous place on the premises for which this application has been made on or before Friday, April 6, 2018.

As published in the Park County Republican and Fairplay Flume on Mar. 30, 2018

(NOTICE OF PUBLIC HEARING)

AFFIDAVIT

Regarding the Required Posting of Property:

HEARING ON: LIQUOR LICENSE

Property Address: 517/523 Front Street, Fairplay, CO 80440

I, Joshua L. Thompson, hereby certify that I have posted the property located as stated above, with the proper notice for:

Public Hearing before the Board of Trustees on April 16, 2018 for a CHANGE IN LOCATION for a Hotel and Restaurant Liquor License

Date of Posting: 4-4-18 11:25 AM

Date of Affidavit: 4-4-18

Joshua L. Thompson

Town of Fairplay Staff

WARRANTY DEED

THIS DEED, Made this 12 day of March, 2018 between

Robert L White Trust, dated February 25, 2003, a Missouri Trust
, grantor and

Ellen Canchola
whose legal address is: Po Box 2045, Fairplay, CO 80440
, grantee:

WITNESSETH That the grantor for and in consideration of the sum of [REDACTED]
[REDACTED] the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Park, and State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Doc Fee
\$16.80

also known by street and number as 517 Front Street 523 Front Street, Fairplay, CO 80440

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated January 23, 2018, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

SELLER:

Robert L White Trust, dated February 25, 2003, a Missouri Trust

Robert L White
by Robert L. White as Trustee

STATE OF Colorado
COUNTY OF Park

)}ss:

The foregoing instrument was acknowledged before me this 12th day of March, 2018 by Robert L. White as Trustee of the Robert L White Trust, dated February 25, 2003, a Missouri Trust

KRISTINE M WILLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974021965
MY COMMISSION EXPIRES DECEMBER 10, 2021

Kristine M Wille
Notary Public
Witness my hand and official seal.
My Commission expires: 12-10-21



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION
1881 Pierce Street, Suite 108
Lakewood, Colorado 80214

**SOUTH PARK PUB AND GRILL LLC
dba SOUTH PARK PUB AND GRILL
500 MAIN STREET
FAIRPLAY CO 80440**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 4707735	License Expires at Midnight 04/24/2018
License Type HOTEL & RESTAURANT (CITY)	
Authorized Beverages MALT, VINOUS, AND SPIRITUOUS	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand. 4/25/2017 sjs



Division Director



Executive Director



LICENSE FEE \$ 125.00

STATE OF COLORADO

TOWN OF FAIRPLAY

BY AUTHORITY OF THE BOARD OF TRUSTEES
RETAIL LIQUOR LICENSE

FOR A HOTEL AND RESTAURANT LICENSE SPECIFY: Retail Liquor Store,
Liquor Licensed Drug Store, Hotel and Restaurant, Club, Etc. and Extended Hours if Applicable

TO SELL AT RETAIL MALT, VINOUS AND SPIRITUOUS LIQUOR
SPECIFY KINDS OF LIQUOR

This is to Certify, That SOUTH PARK PUB AND GRILL, LLC Of the State of Colorado, having applied for
a License to sell MALT AND VINOUS AND SPIRITUOUS Liquors and having paid to the Town
Treasurer the sum of ONE HUNDRED TWENTY-FIVE (\$125.00) Dollars, therefore, the above
applicant is hereby licensed to sell MALT, VINOUS AND SPIRITUOUS Liquors containing more than
3.2% Alcohol by weight BY THE DRINK FOR CONSUMPTION ON THE PREMISES

As a HOTEL AND RESTAURANT at 500 Main Street in the Town of Fairplay, Colorado, for a
period beginning on the 24th day of APRIL, 2017, and ending on the 24th day of APRIL, 2018,
unless this license is revoked sooner as provided by law.

This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of
Title 12, Colorado Revised Statutes as amended and the Ordinances of the Town aforesaid, insofar as the same may be
Applicable.

IN TESTIMONY WHEREOF, The Board of Trustees has hereunto subscribed its name by its officers duly
authorized this 25th day of April, 2017

ATTEST:

MaDana



Erin Lane

MAYOR

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 13
(Series of 2018)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY,
COLORADO, APPOINTING KIM WITTBRODT AS TOWN TREASURER.**

WHEREAS, Sec. 2-3-10 of the Municipal Code authorizes and directs the Board of Trustees to appoint town officers by a majority vote of all members of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that Kim Wittbrodt is hereby appointed as Town Treasurer and that, unless otherwise specified, shall hold such office until the second regular meeting of the Board of Trustees after the next regular municipal election, and in no event longer than thirty (30) days after the swearing in of the next elected Board, unless removed earlier in accordance with C.R.S. 31-4-307:

RESOLVED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

TOWN OF FAIRPLAY

(Seal)

By: _____
Mayor

ATTEST:

Town Clerk

TOWN OF FAIRPLAY, COLORADO .

**RESOLUTION NO. 14
(Series of 2018)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY,
COLORADO, APPOINTING BRIAN GREEN AS MUNICIPAL COURT JUDGE.**

WHEREAS, Sec. 2-3-10 of the Municipal Code authorizes and directs the Board of Trustees to appoint town officers by a majority vote of all members of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that Brian Green is hereby appointed as Municipal Court Judge and that, unless otherwise specified, shall hold such office until the second regular meeting of the Board of Trustees after the next regular municipal election, and in no event longer than thirty (30) days after the swearing in of the next elected Board, unless removed earlier in accordance with C.R.S. 31-4-307:

RESOLVED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

TOWN OF FAIRPLAY

(Seal)

By: _____
Mayor

ATTEST:

Town Clerk

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 15
(Series of 2018)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING HERBERT C. (LEE) PHILLIPS AS TOWN ATTORNEY.

WHEREAS, Sec. 2-3-10 of the Municipal Code authorizes and directs the Board of Trustees to appoint town officers by a majority vote of all members of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that Herbert C. (Lee) Phillips is hereby appointed as Town Attorney and that, unless otherwise specified, shall hold such office until the second regular meeting of the Board of Trustees after the next regular municipal election, and in no event longer than thirty (30) days after the swearing in of the next elected Board, unless removed earlier in accordance with C.R.S. 31-4-307:

RESOLVED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

TOWN OF FAIRPLAY

(Seal)

By: _____
Mayor

ATTEST:

Town Clerk

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 16
(Series of 2018)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING TINA DARRAH AS TOWN CLERK AND TOWN ADMINISTRATOR.

WHEREAS, Sec. 2-3-10 of the Municipal Code authorizes and directs the Board of Trustees to appoint town officers by a majority vote of all members of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that Tina Darrah is hereby appointed as Town Clerk and Town Administrator and that, unless otherwise specified, shall hold such office until the second regular meeting of the Board of Trustees after the next regular municipal election, and in no event longer than thirty (30) days after the swearing in of the next elected Board, unless removed earlier in accordance with C.R.S. 31-4-307:

RESOLVED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

TOWN OF FAIRPLAY

(Seal)

By: _____
Mayor

ATTEST:

Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt, Town Treasurer
RE: Resolution Approving PIIP Agreement with Marcia McMahon
DATE: April 12, 2018

This resolution approves an agreement with Marcia McMahon for the Dog Works Siding and Fence Project. Staff has reviewed his application and found it in compliance with the PIIP rules and regulations.

This application is for \$3,605 towards installing new siding, replacing/repairing window frames and staining the fence on the property at 200 6th Street as shown in the attached agreement. The property has paid in \$3,605 in property taxes to the Town of Fairplay over the last five years. You have \$19,389 remaining in your PIIP line item for 2018. The application shows the project materials and labor estimated at \$30,255.00. Staff recommends approval.

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

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2018-17**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND MARCIA MCMAHON FOR THE DOG WORKS SIDING & FENCE PROJECT.

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

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

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the Mayor is authorized to enter into this agreement between the Town of Fairplay and Marcia McMahon 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 16th day of April, 2018.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
(Dog Works Siding & Fence Project)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (Dog Works Siding & Fence Project) (hereafter referred to as the "Dog Works Siding & Fence Project PIIIP Agreement") is made and executed this 16th day of April, 2018, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Marcia McMahon, (hereafter referred to as the "Owner").

WITNESSETH

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 200 6th Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by **installing new siding on the building, replace/repair window frames and staining the newly installed fence around the building**, which improvement will enhance the appearance of the Property and of the Town; and

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

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

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

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

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

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than June 1, 2018, and shall be completed no later than December 31, 2018. Should the work not commence or not

be completed by the dates specified above this PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Thirty Thousand Two Hundred Fifty Five Dollars (\$30,255.00).

4. **Contractor.** The contractor performing the work is FC&T's, whose address is PO Box 202, Como, CO, 80432. Any change of contractor shall require prior Town approval.

5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be Three Thousand Six Hundred Five Dollars (\$3,605) and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. Owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the Work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.

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

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

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

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

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

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

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

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

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

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

To the Owner: Marcia McMahan
 PO Box 994
 Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

Tina Darrah, Town Clerk

OWNER:

Marcia McMahan

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): MARCIA McMAHON

Property Address: 200 6th St.

Mailing Address: P. O. Box 994

Phone: 719-657-4231

Email: MACMAHON1@gmail.com

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

- OILING OF FENCE WITH HIGH QUALITY OIL THAT WILL PRESERVE THE NATURAL BEAUTY OF THE WOOD. & AVOID THE GRADUAL BROWNING & ROTTING OF CEDAR.
- SAND, REPAIR, REPLACING ALL SIDING ON OUTSIDE OF BUILDING INCLUDING REPLACING/REPAIRING WINDOW FRAMES. WILL USE CEDAR SIDING.

Estimated Cost of Project: ~~\$25,000~~ \$30,255⁰⁰

Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay 3605⁰⁰ over the last five years): ~~\$12,500~~ or any percentage would be awesome.

and enable me to use cedar siding rather than pine so it will endure and match the town's character
Amount of Matching Funds from Applicant (must be at least 50% of the cost of the project): ~~\$12,500~~ 1200

\$26,650

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

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

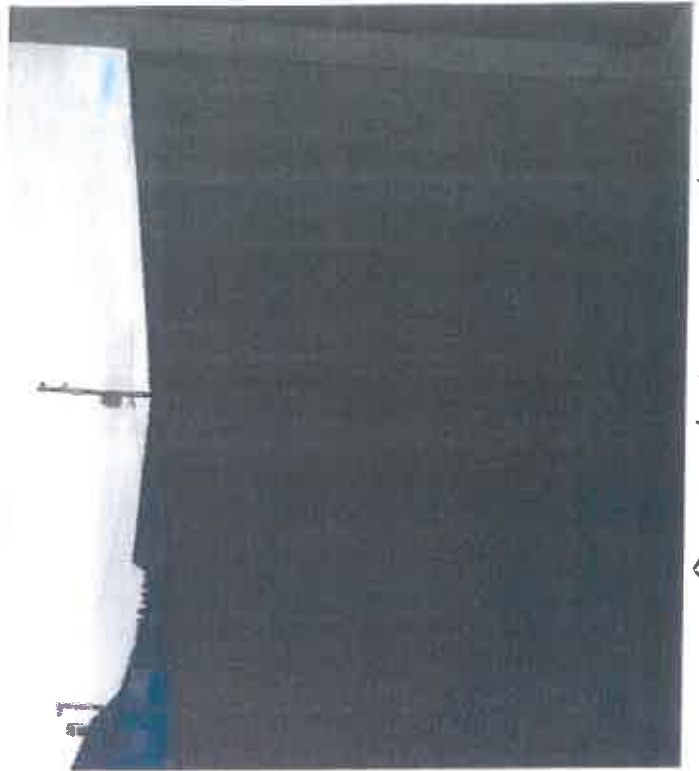
Applicant signature: [Signature] Date: 3/22/18

Thank you for your consideration!

200 6th



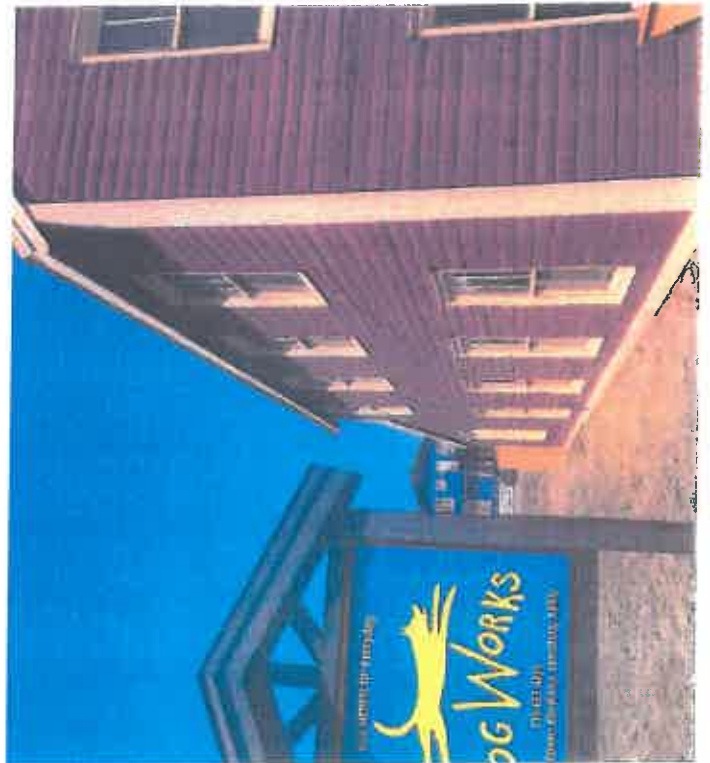
Current Siding + Trim



fence before oil ↑



Proposed Cedar Siding ↑







Fence oil

Damage & Rotten wood

2006 6th



Window Frames Rotten



2020 10 14



← Rotten
Pine
Siding



oil fence to maintain beauty

2012. 6. 28



Rotten window frames

Estimate

Date: 3-21-2018
Expiration Date: 4-21-2018

From: PC&T's
Po Box 202
Como C.O 80432
303-907-6450

to ~~Marsha~~ McMahon
200 6th Street
Fairplay C.O 80442
719-651-4231

Siding replays mint

1 - Dumpster for waste materials	\$1,600.00
2 - Fasteners	\$250.00
3 - New cedar siding 2,992 sq ft 8"lape	\$16,755.00
4 - Cedar 40 1x6x16	\$1,200.00
5 - Cedar 75 1x4x16	\$1,125.00
6 - Gutter for roof on north side	\$175.00
7 - Stain for building and fence	\$500.00 <i>sirens stain</i>
8 - Labor to Tear off old siding and trim	\$2,250.00 <i>\$25/hour/mo</i>
9 - Labor to Install new siding, trim	\$4,200.00
10 - Labor to install gutter	\$400.00
11 - Labor to stain siding and fencing	\$1,800.00

Total of Materials cost \$21,605.00
Total of Labor cost \$8,650.00

Total \$30,255.00

This is an estimate on the goods named; subject to the conditions noted (you may want to include contingencies that will affect the estimate)
To accept estimate sign here and return -

[Signature] 4/2/18
Mileom Tankhaus 4-2-18

TOWN OF FAIRPLAY
 CERTIFICATE OF APPROPRIATENESS

Property Address/Location 200 6 th			
Applicant MARCIA McMahon		Property Owner of Record (if other than Applicant)	
Mailing Address P.O. Box 994	City, State, Zip Fairplay, CO 80440	Mailing Address	City, State, Zip
Telephone 719-657-4231	Email MACHMAV1@gmail.com	Telephone	Email
Property Zone District:		(Attach additional owners information if necessary)	

Provide a brief description of proposed work:

Replace ~~cedar~~ siding of cedar. * Oil Cedar siding +
 Fence. Replace win. lon & door trim. Replace
 fascia & Soffit.

**ADDITIONAL
 ITEMS
 REQUIRED**

In addition to this application and fee, the following items must be submitted (Town staff may require additional items, depending on the nature of the request):

SITE PLAN

- Elevation drawings, 3D depiction or similar plans sufficient to allow effective design review
- Vicinity map
- North arrow
- Scale
- Property line dimensions
- Adjacent streets indicated
- Building location: Existing, proposed and proposed removal
- Footprints of structures on adjacent properties
- Driveway width dimension, existing and proposed curb cuts and parking spaces
- Existing, proposed removed or relocated landscaping

NONRESIDENTIAL

- Total site area in square footage
- Number of buildings on site and total
- Square footage for each and percent covered
- Number of stories of each building
- Parking spaces: existing and proposed
- Landscaping: total area in square footage and percent of total site

MULTIPLE-FAMILY RESIDENTIAL

- Total site area in square footage
- Number of buildings and units to be removed
- Number of buildings and stories proposed on site
- Square footage of each unit and number of bedrooms
- Building, coverage in square footage and percent of total site
- Parking spaces proposed
- Landscaping: materials used and total area in square footage and percent of total site

ARCHITECTURAL PLANS

- Scale: Drawn to a commonly accepted scale suitable to the size of project
- Elevation drawings, 3D depiction or similar plans adequate to describe concept and allow effective design review
- Major materials indicated

APPLICANT INFORMED TO BRING TO MEETING

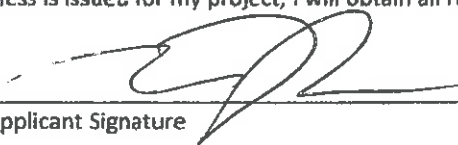
- Quality photos of site, surrounding areas, structures and streetscape of neighborhood, appropriately labeled
- A total of three sets of plans are needed at the meeting (one in the file and the applicant brings two sets of plans to the meeting)
- Asbestos Free statement and executed CDPHE application with proof of paid fees (if demolition is required)

DEMOLITION REQUESTS ONLY:

Please describe the reason for the demolition request and the proposed land use after demolition.

CERTIFICATION

I certify that I am the Property Owner of Record or an Agent authorized by the Property Owner to file this application on their behalf. I understand and acknowledge that a Certificate of Appropriateness is not a permit to begin work. If a Certificate of Appropriateness is issued for my project, I will obtain all required licenses and permits prior to commencing work.


 Applicant Signature

4/2/18
 Date

OFFICE USE ONLY

Date Received 4/3/18 By Carrick Kasper File Number _____

Level of Review Architectural Review Committee _____
 Town Staff

Action Approved as Submitted
 Approved with Conditions _____
 Denied _____

Date of Action 4/3/18



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Mason Green, Assistant to the Town Administrator

RE: Resolution No. 18 - Master Planning Services

DATE: 4/10/2018

This is the professional services agreement with DHM Design Corporation for the master planning services for the Fairplay River Park. Staff recommends approval of the agreement and is looking forward to participating in the process.

Recommended Action:

Motion to approve Resolution No. 18, series of 2018 This will require a second and a roll call vote.

"Where History Meets the High Country"

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 18
(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 DHM DESIGN CORPORATION FOR MASTER PLANNING SERVICES FOR THE FAIRPLAY RIVER PARK DESIGN.

WHEREAS, DHM Design Corporation, has submitted a proposal for master planning services for the Town of Fairplay’s River Park 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 DHM Design Corporation 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 DHM Design Corporation 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 16th day of April, 2018.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

RES - contract authorization approval.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and DHM Design Corporation, an independent contractor ("Consultant").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from Exhibit A, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract.

II. REPORTS, DATA AND WORK PRODUCT

A. The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform the Scope of Services. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

B. Other than sharing information with designated third parties as previously directed by the Town, no project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure.

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

D. Upon request, Consultant shall provide to the Town electronic versions of all work product, in the format directed by the Town.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed budgeted amount per request/project. The method and manner of payment shall be as specified in Exhibit A, attached hereto and incorporated herein by this reference. The maximum amount specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the Town, the Scope of Services shall be complete and Consultant shall furnish the Town the specified deliverables as provided in Exhibit A.

V. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor

payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than ten percent (10 %) of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the Town a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the Town reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, two million dollars (\$2,000,000) disease – policy limit, and two million dollars (\$2,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and two million dollars (\$2,000,000) general aggregate.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

VII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant.

VIII. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

IX. CONFLICT OF INTEREST

Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

X. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

XI. ILLEGAL ALIENS

A. Certification. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with this Agreement.

E. If Consultant does not have employees, Consultant shall sign the "No Employee Affidavit" attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the "Department Program Affidavit" attached hereto.

XII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the Town, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The Town: Town of Fairplay
Attn: Tina Darrah
P.O. Box 842

Fairplay, CO 80440

Consultant: DHM Design Corporation
Attn: Bill Neumann
900 S. Broadway, Suite 300
Denver, CO 80209

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the Town not to be performed during the current fiscal year is specifically made subject to appropriation of funds for such performance. Should the Town's governing body not appropriate funds for the performance of this contract in any future fiscal year this Agreement shall automatically terminate without further action by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

TOWN OF FAIRPLAY

Mayor

ATTEST:

Tina Darrah, Town Clerk

NO EMPLOYEE AFFIDAVIT

N/A

[To be completed only if Consultant does not have any employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity - i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the course of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the Federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed if Consultant participates in the Department of Labor Lawful Presence Verification Program]

I, William Neumann, as a public contractor under contract with the Town of Fairplay (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

[Signature] DHM Design
Consultant Signature

4/5/18
Date

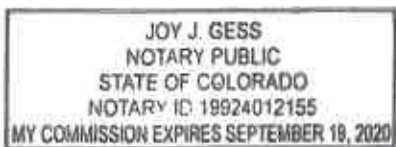
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 5th day of April, 2018, by William Neumann as Vice President of DHM Design Corporation.

My commission expires: 9/19/20

(S E A L)

[Signature]
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Buckner Company of Colorado 1777 S HARRISON ST STE 700 DENVER CO 80210	CONTACT NAME: Teresa Heupel PHONE (A/C No. Ext): 3037568909 E-MAIL ADDRESS: denver@buckner.com	FAX (A/C. No.): 303-756-8818
	INSURER(S) AFFORDING COVERAGE	
INSURED 2543 DHM Design Corporation 900 S. Broadway Ste. 300 Denver CO 80208	INSURER A : Hartford Insurance Company of the Midwest NAIC # 37478	
	INSURER B : Hartford Casualty Insurance Company 29424	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 365828697** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	34SBAIK3042	8/17/2017	8/17/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	34SBAIK3042	8/17/2017	8/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	34SBAIK3042	8/17/2017	8/17/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	34WEC2F7100	8/1/2017	8/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured for General & Auto Liability as required by written contract with Insured subject to the forms, terms and conditions of the policy.

The Town of Fairplay, its officers, employees, and consultants are Additional Insured per the above.

CERTIFICATE HOLDER Town of Fairplay P.O. Box 842 Fairplay CO 80440	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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EXHIBIT A

Prepared By: DHM Design

Fairplay River Park

Fairplay, Colorado
Work Plan and Professional Fees

Landscape Architect				Civil Engineer	
DHM Design				SGM Civil Engineer	
Principal-in-Charge Project Manager	Park Planner	Designer(s)	Ecologist	Civil Engineer	
\$ 165	\$ 135	\$ 75	Lump Sum	Lump Sum	

DESCRIPTION OF SERVICES

TASK A KICKOFF MEETING

Landscape Architect:

- Prepare agenda for project kick-off meeting

Staff Meeting #1: Project Kickoff Meeting:

- Facilitate kick-off meeting with Town Staff, Town Board and Community Representatives
- Discuss agenda items for Strategic Planning Meeting
- Team meeting/site visit
- Staff Meeting #1 meeting notes/follow-up coordination
- Coordinate with project team and Town Staff to discuss project milestone dates
- Coordinate with project team and Town Staff to discuss project and review schedule
- Project Coordination

Deliverables:

- Staff Meeting #1: Meeting notes - PDF format

1.00					
4.00	4.00		\$ 600.00	\$ 500.00	
	2.00	2.00			
2.00					

Task A Subtotals: \$ 1,155.00 \$ 810.00 \$ 150.00 \$ 600.00 \$ 500.00

TASK B PRELIMINARY ASSESSMENT: BASE MAP COLLECTION AND PROJECT STARTUP

Civil: (Research & Utility Locates)

- Utility Coordination:
 - Coordinate with Town and local utility companies to determine potential utility locations,
 - Obtain existing mapping from utility companies
 - Provide mapping to Town
- Dredge Relocation:
 - Provide research, analysis, planning and estimated cost for relocation of existing dredges to site

				\$ 300.00	
				\$ 500.00	

Environmental and Landscape Architect: (Ecological Investigations and Basemap Assembly)

- Environmental Data Analysis:
 - Research of all existing information available to the Design Team
 - Coordination of various representatives for various stakeholder groups (Trout Unlimited, National Wildlife Federation, etc.)
 - Compile all relevant information for use in Task 2 Master Planning efforts
- Field Inventory and Analysis:
 - Rapid Wetland Community Survey and Assessment
 - Riparian Systems and Habitat Assessment
 - Environmentally Sensitive Lands
 - Wildlife and Plant Species
 - Fisheries Habitat Assessment
 - Streambank Stability Survey
 - Restoration Opportunities Survey
 - Corridor Recreation Opportunities Survey/Document
- Review of existing facilities and existing drawings, studies and materials available
- Review all applicable codes, policies and procedures for corridor management
- Assemble base map info & review background information
- Prepare project schedule for team coordination
- Internal Design Team Coordination Meetings
- Project Coordination

			\$ 1,700.00		
			\$ 12,400.00		
1.00		4.00			
1.00		4.00			
		8.00			
		1.00			
1.00		1.00			
4.00					

Deliverables:

- Project mapping (aerial survey & utility locates) - PDF format
- Documentation outline and listing of all relevant environmental data sets - PDF format
- Inventory and Analysis Site Plans incorporating Rapid Wetland Community Survey and Assessment, Riparian System and Habitat Assessment, Environmentally Sensitive Lands, Fisheries Habitat Assessment, Stream Bank Stability Assessment, Restoration Opportunities Survey - PDF format
- Photo Documentation Site Plan including specific locations and descriptions of key inventory and analysis sections of the natural resource portions of the master plan - PDF format
- Wildlife and Plant Materials spreadsheet and documentation of species known or likely to be found - PDF format
- Report providing descriptions and documentation of all listed site plan elements, along with specific ranking and methodology - PDF format

Task B Subtotals: \$ 1,155.00 \$ 270.00 \$ 1,200.00 \$ 14,100.00 \$ 800.00

TASK C: STRATEGIC PLANNING MEETING AGENDA REVIEW

Landscape Architect:

Staff Meeting #2: Strategic Planning Meeting Agenda Review

- Conference call with staff to review Strategic Planning Meeting Agenda, discussed at kick-off meeting
- Staff Meeting #2 meeting notes/follow-up coordination
- Internal Design Team Coordination Meetings
- Project Coordination

1.00	1.00				
	1.00				
1.00	1.00				
1.00					

Deliverables:

- Updated Strategic Planning Meeting agenda
- Staff Meeting #2: Meeting notes - PDF format

Task C Subtotals: \$ 495.00 \$ 405.00 \$ - \$ - \$ -

TASK D: STRATEGIC PLANNING MEETING

Landscape Architect:

Staff Meeting #3: Strategic Planning Meeting

- Facilitate a meeting with Town Staff and Town Board Representatives
- Staff Meeting #3 meeting notes/follow-up coordination
- Project Coordination

4.00	4.00		\$ 1,000.00		
	1.00				
1.00					

Deliverables:

- Staff Meeting #3: Meeting notes - PDF format

Task D Subtotals: \$ 825.00 \$ 875.00 \$ - \$ 1,000.00 \$ -

TASK E: PUBLIC OPEN HOUSE MEETINGS

Landscape Architect:

- Open House #1 Meeting Preparation
- Prepare presentation of preliminary assessment and initial design ideas
- Design flyers, press release and meeting announcements

Public Open House #1: Review of Preliminary Assessment for Public Input

- Facilitate Public Open House meeting and gather input from Public
- Provide meeting notes and follow up

- Open House #2 Meeting Preparation
- Prepare presentation including preference boards for materials and programmatic elements
- Design flyers, press release and meeting announcements

Public Open House #2: Review of Preliminary conceptual plan for Public review and comment

- Facilitate Public Open House meeting and gather input from Public
- Provide meeting notes and follow up
- Project Coordination

1.00	1.00	16.00			
			2.00		
4.00	4.00	4.00			
			1.00		
1.00	1.00	16.00			
			2.00		
4.00	4.00	4.00			
			1.00		
2.00					

Deliverables:

- Public Open House #1: Presentation Material - Hardcopy format
- Public Open House #1: Presentation Material - PDF format
- Public Open House #1: Meeting notes - PDF format
- Public Open House #2: Presentation Material - Hardcopy format
- Public Open House #2: Presentation Material - PDF format
- Public Open House #2: Meeting notes - PDF format

Task E Subtotals: \$ 1,980.00 \$ 1,350.00 \$ 3,450.00 \$ - \$ -

TASK F: PLAN DEVELOPMENT

Civil: (Cost Estimating and Project Management)

- Planning level cost estimate:
 - Provide unit cost values based upon regional construction cost data compiled from recent bid activity
- Project Management:
 - Internal project management
 - Attendance at (2) project meetings - upon request

				\$ 500.00	
				\$ 500.00	

Landscape Architect:

- Prepare a preliminary conceptual plan for corridor grading and general layout of materials
- Conceptual layout and materials
- Typical Cross Sections
- Enlargement of key areas
- Incorporation of a Town "Welcome" sign into the Master Plan
- Preliminary Phasing Plan
- Provide preliminary concept level cost estimate
- Project Coordination

16.00	24.00	40.00			
1.00		1.00			
1.00		8.00			
3.00					

Deliverables:

- Draft Conceptual Master Plan Graphic - 1" = 50'+/- - Hardcopy format
- Draft Conceptual Master Plan Graphic - 1" = 50'+/- - PDF format
- Preliminary Cost Estimate - PDF format

Task F Subtotals: \$ 3,465.00 \$ 3,240.00 \$ 3,675.00 \$ - \$ 1,000.00

TASK G: PROGRESS MEETINGS (TO BE DETERMINED AT KICKOFF MEETING)

Landscape Architect:

Staff Meeting #4: Progress Meeting

- Facilitate a meeting with Town Staff and Town Board Representatives
- Staff Meeting #4 meeting notes/follow-up coordination
- Would recommend this meeting prior to presentation of preliminary plan to Public

4.00	4.00				
		1.00			
4.00	4.00				
		1.00			
1.00					

Staff Meeting #5: Progress Meeting

- Facilitate a meeting with Town Staff and Town Board Representatives
- Staff Meeting #5 meeting notes/follow-up coordination
- To be determined
- Project Coordination

Deliverables:

- Staff Meeting #4: Meeting notes - PDF format
- Staff Meeting #5: Meeting notes - PDF format

Task G Subtotals: \$ 1,485.00 \$ 1,350.00 \$ - \$ - \$ -

TASK H: ENTER INTO COORDINATION

Landscape Architect:

Staff Meeting #6: Agency Meeting

- Facilitate a meeting with USACOE, FEMA, Colorado State Parks and Wildlife and local recreation district to gather input and consider other issues
- Staff Meeting #6 meeting notes/follow-up coordination
- Project Coordination

4.00		2.00			
			1.00		
3.00					

Deliverables:

- Staff Meeting #6: Meeting notes - PDF format

Task H Subtotals: \$ 1,155.00 \$ 135.00 \$ 150.00 \$ - \$ -

TASK I: DRAFT PLAN PRESENTATION

Landscape Architect:

- Prepare a draft master plan for review by Town Staff and Board
- Preliminary Master Plan level layout and materials
- Typical Cross Sections
- Revised enlargement of key areas

Staff Meeting #7: Town Staff and Town Board Draft Plan Presentation

- Facilitate a meeting with Town Staff and Town Board representatives - to be followed up with a public hearing for Master Plan adoption
- Staff Meeting #7 meeting notes/follow-up coordination
- Project Coordination

16.00	24.00	32.00			
4.00	4.00				
	2.00	2.00			
3.00					

Deliverables:

- Staff Meeting #7: Presentation Graphic - PDF format
- Staff Meeting #7: Meeting notes - PDF format

Task I Subtotals: \$ 3,795.00 \$ 4,050.00 \$ 2,560.00 \$ - \$ -

TASK J: FINAL CONCEPTUAL PLAN DELIVERY

Landscape Architect:

- Finalize Master Plan
- Finalize Master Plan based upon Town Board and Public comments
- Final Phasing Plan
- Project Coordination

8.00	16.00	24.00			
1.00		1.00			
3.00					

Deliverables:

- Final Master Plan Graphic - PDF format
- Final Master Plan Graphic - (20) copies

Task J Subtotals: \$ 1,980.00 \$ 2,160.00 \$ 1,875.00 \$ - \$ -

Overall Subtotals: \$ 17,490.00 \$ 14,445.00 \$ 13,050.00 \$ 15,700.00 \$ 2,300.00
Expenses (mileage, printing, etc.): \$ 1,800.00

Master Planning Total: \$ 64,785.00

Optional Aerial Drone Survey: \$ 6,850.00

OPTIONAL DRONE SURVEY, AERIAL PHOTOGRAPHS

1. All time for scope of work above to be billed hourly to a topset not-to-exceed fee.
2. As a value added service, DHM has not charged for actual travel time to in-person meetings
3. Optional Aerial Drone Survey: 120 acre area, mapping and imagery rectified to State Plane Coordinate system, Planning Level Topography



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

MEMO

Date: April 11, 2018
To: Town of Fairplay, Board of Trustees
From: Julie Bullock, Special Events Coordinator

Gretchen Panicucci, a counselor at the South Park Schools is requesting a donation from the Town of Fairplay in the amount of \$100. The South Park Destination Imagination team, "The Carrot Crusaders," took third place at the state tournament held on April 7th and is headed to the Global Finals in Knoxville, Tennessee in May.

Attached you will find a letter from Ms. Panicucci, a write-up about the Destination Imagination team, and a breakdown of their expenses to travel to the Global Finals.

The team will be participating in fundraising efforts over the next several weeks to help with the costs. They will be holding a dessert auction, an adult instant challenge night at the Brewery and possibly an Alma Bingo night. They are also launching a "Give the Team a \$5 Bill" campaign. They have requested funds from South Park Activities Association (SPAA), the Edith Teter Elementary School PTO, the Alma Foundation and the Park County School District. They have not received any confirmed donations as of today.

During the summer of 2017, the Town was happy to allow the DI team to set up at the TGI Fairplay concerts to sell drinks and desserts as a fundraiser. The Town also awarded DI with \$123.00 from the Gold Rush party autographed poster donations last June.

The balance of the Board donation fund is currently \$1,400.

Gretchen Panicucci will be in attendance at the Board meeting to answer any questions.

If the Board decides to give a donation, approval will require a motion, second and roll call vote.

"Where History Meets the High Country"

April 11, 2018

Dear Town of Fairplay Board,

The South Park Destination Imagination (DI) team, The Carrot Crusaders, took third place at the State Tournament held on April 7th earning a spot to compete at Global Finals in Knoxville, Tennessee in May. They are one of 60 teams from Colorado who will make the journey East to participate in what's known as the Olympics of Destination Imagination.

Global Finals is a week-long event that will showcase 1,500 teams from around the world. This is an opportunity of a lifetime for these students! Earning an invitation to Global Finals, “the world’s largest celebration of creativity,” is a huge accomplishment and something that will be remembered forever.

The Carrot Crusaders will be participating in fundraising efforts over the next several weeks to help offset costs associated with tournament fees, travel expenses, and lodging. The team is asking for your help in these efforts. We are seeking \$100 from the Town of Fairplay.

Thank you for your consideration in helping The Carrot Crusaders create lasting memories and open doors to their futures.

Sincerely,

Gretchen Panicucci
Destination Imagination Coordinator
Park County School District Re-2

Destination Imagination team earns third place, heads to Global Finals

The South Park Destination Imagination (DI) team, The Carrot Crusaders, took third place at the State Tournament held on April 7th earning a spot to compete at Global Finals in Knoxville, Tennessee in May. They are one of 60 teams from Colorado who will make the journey East to participate in what's known as the Olympics of Destination Imagination.

Global Finals is a week-long event that will showcase 1,500 teams from around the world. This is an opportunity of a lifetime for these students! Earning an invitation to Global Finals, "the world's largest celebration of creativity," is a huge accomplishment and something that will be remembered forever.



The Purpose: DI is an educational nonprofit that prepares students for a future that is rapidly evolving. DI does this through a project-based learning experience that applies the creative process across seven different STEAM-based (science, technology, engineering, arts and mathematics) Challenges. Through the DI Challenge Experience, students acquire and practice the skills needed to thrive in school, careers and beyond.



The Process: The DI Challenge Experience is 100-percent kid-driven. Over the course of the school year, students work together in teams to generate ideas, research different topics and techniques, and plan and build a solution to their preferred DI Team Challenge.

The Carrot Crusaders will be participating in fundraising efforts over the next several weeks to help offset costs associated with tournament fees, travel expenses, and lodging. The team is asking for your help in these efforts. Please see the "Breakdown of expenses" on the next page for details.



The Carrot Crusaders: Noah Anderson, Izayah Baxter, Liam Cooper, Kelsey Hunt, Caity Keogh, Keira Metcalf, and Ava Panicucci.

Breakdown of expenses:

Flights from Denver to Knoxville, 7 team members, 1 team manager, and 1 chaperone	\$3,283.60
Airport transfers	\$360
Tournament participation, 6 nights lodging, and 3 meals per day *this price is set by Destination Imagination at \$775 per person	\$6,975
T-Shirts required by Colorado State affiliate for opening & closing ceremonies	\$360
Pins for trading (optional, but a huge part of the Global Finals experience)	\$130
Light up devices (optional for opening & closing ceremonies)	\$90
<i>Total</i>	<i>\$11,198.60</i>

If you are interested in making a financial contribution to assist in sending The Carrot Crusaders to GLOBAL FINALS in Knoxville, Tennessee, please get in touch with Gretchen Panicucci at gpanicucci@parkcountyre2.org or by calling 970-389-0518.



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Mason Green, Assistant to the Town Administrator

RE: Award of Town Hall Exterior Painting Project

DATE: 4/11/2018

The week of March 12th, Staff contacted ten (10) painting outfits regarding the Town Hall Exterior Painting Project and requested bids from those interested. Of the ten (10) outfits contacted, six (6) did not contact Staff, one (1) stated that they were not interested in the job, and three expressed interest in the job. The three (3) interested parties, H & H, Julian Daknis and Jim Wilson all visited and walked the site with Gerrits Kasper, Town Building Inspector, to understand the scope of work. Of the three (3) parties that visited the site, only H&H Painting returned a bid by the deadline (April 12th).

H&H Painting's returned bid to perform the work comes in at \$9,200 which is under the amount budgeted by the Town for the project (\$10,000).

Staff recommends that the Town Hall Exterior Painting Project is awarded to H&H Painting. This requires a motion, second and roll call vote.



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

Bids for the Town of Fairplay Town Hall Exterior Painting Project will be received until 5:00 P.M., **April 12, 2018**. Bids may be physically delivered to Town Hall at 901 Main Street, Fairplay, CO 80440, or sent via US mail to PO Box 267 Fairplay, CO 80440. Bids will be privately opened and reviewed by the Town of Fairplay. The bid selection will be based on both bid price and Bidder qualifications. All Bidders will be notified once a selection has been determined. All bids will remain confidential, and **NO** summary of bids will be released.

Request for bid information will be available in PDF format via the Town of Fairplay's website under the "employment" tab (<http://fairplayco.us/employment.html>) or at the Administrative office of the Town of Fairplay, 901 Main Street, Fairplay CO.

Bidders are required to visit the site during regular business hours, prior to the bid date deadline. Bidders shall contact the Town of Fairplay's Building Inspector, Gerrits Kasper, at 719-661-0188 to schedule a site visit. **Please note that Gerrits is only available after the 27th of March and works Tuesday- Friday, 7:00am-4:00pm. Please do not contact Gerrits outside of work hours.**

The winning bid is anticipated to be awarded on April 16, 2018.

The Notice to Proceed is to be issued to the successful bidder on April 18, 2018.

"Where History Meets the High Country"

BID

FOR: Fairplay Town Hall Exterior Painting Project 2018

**TO: Town of Fairplay
PO Box 267
901 Main Street
Fairplay, CO 80440**

The undersigned (hereafter referred to as Bidder), hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the completion of all work stipulated in, required by, and in accordance with, the Bid Form hereto attached. The Bidder shall include prices for each portion of the Bid Form. In addition, any changes to the scope of work, or estimated costs, must be submitted in writing and signed by both the Bidder and Town of Fairplay. The undersigned has examined the location of the proposed work, the Bid Form, and is familiar with the local conditions at the place where the work is to be performed.

The undersigned Bidder hereby agrees to commence work under this contract on or after the date specified in the "Notice to Proceed" and to fully complete the project by June 29, 2018.

Time of completion and other requirements related to the proposal shall be in accordance with the items listed below:

OTHER REQUIREMENTS BY OWNER:

Work shall be completed by June 29, 2018

Bidders shall meet on site with the Town of Fairplay's Building Inspector, Gerrits Kasper, prior to bidding to ensure the scope of work is understood. Please call Gerrits at 719-661-0188.

Gerrits is only available to schedule appointments after March 27th and between 7:00am-4:00pm Tuesday-Friday.

DATE _____

Signature:

If an Individual: _____

doing Business as _____

If a Partnership: _____

By _____, member of Firm

If a Corporation: _____

By _____

Title _____

ATTEST: _____

Secretary

(CORPORATE SEAL)

Business Address of Bidder _____

Phone Number of Bidder _____

If Bidder is a corporation, supply the following information:

State in which incorporated _____

Name and address of its:

President _____

Secretary _____

BID FORM

TOWN OF FAIRPLAY- 901 MAIN STREET, FAIRPLAY, COLORADO 80440
2018 TOWN HALL PAINTING PROJECT

ITEM	DESCRIPTION OF BID ITEM	QUANTITY	UNIT	UNIT PRICE	COST
1	POWER WASH TOWN HALL	1	LS		
2	SCRAPE LOOSE PAINT	1	LS		
3	PREPARE SURFACES NOT TO BE PAINTED (tape unpainted surfaces)	1	LS		
5	CAULK AND CHINK WHERE NECESSARY (to be determined by town building inspector)	1	LS		
6	PAINT TOWN HALL WITH APPROVED TOWN COLOR	1	LS		
7	CLEAN UP DEBRIS FROM JOB SITE (paint chips, tape, empty caulk and chinking tubes, etc.)				

TOTAL BASE BID \$ _____

TOTAL BASE BID _____
(use words)

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Document.

Signature of Individual Authorized to Provide Estimates: _____

Printed Name of Individual Authorized to Provide Estimates: _____

Position/Title of Individual Authorized to Provide Estimates: _____

Date: _____



Town of Fairplay
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(719) 836-2622 phone
(719) 836-3279 fax
www.fairplayco.us

List of Contacted Painters for Town Hall Exterior Painting Project

1. Bernard Painting, 720-470-8066. Left message 3/15
2. Hand in Hand Painting, 303-838-8364. Left message 3/15
3. H&H Painting, 719-293-5210. Left message 3/15, call was later returned.
Attended site visit and submitted bid.
4. Neilson Family Painting, 970-409-9366. Left message 3/15.
5. Julian Daknis, 970-389-1932. Julian had already met with Gerritts for a site visit prior to call.
6. Brad Kosanovitch, 970-390-6150. Left message 3/15.
7. Donte (no last name given), 719-207-0166. Indicated he was not interested in the job on 3/15.
8. Jesse (no last name given), 785-969-8213. Left message 3/15.
9. Scott Reese, 719-221-4634. Left message 3/15.
10. Jim Wilson, 719-3981140. Contacted on 3/15, came to a site visit and did not submit bid.

“Where History Meets the High Country”

BID FORM

TOWN OF FAIRPLAY- 901 MAIN STREET, FAIRPLAY, COLORADO 80440
2018 TOWN HALL PAINTING PROJECT

ITEM	DESCRIPTION OF BID ITEM	QUANTITY	UNIT	UNIT PRICE	COST
1	POWER WASH TOWN HALL	1	LS		200
2	SCRAPE LOOSE PAINT	1	LS		1000
3	PREPARE SURFACES NOT TO BE PAINTED (tape unpainted surfaces)	1	LS		1000
5	CAULK AND CHINK WHERE NECESSARY (to be determined by town building inspector)	1	LS		1000
6	PAINT TOWN HALL WITH APPROVED TOWN COLOR	1	LS		5500
7	CLEAN UP DEBRIS FROM JOB SITE (paint chips, tape, empty caulk and chinking tubes, etc.)				500

TOTAL BASE BID \$ 9200

TOTAL BASE BID Nine thousand two hundred
(use words)

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Document.

Signature of Individual Authorized to Provide Estimates: 

Printed Name of Individual Authorized to Provide Estimates: Mike Wama

Position/Title of Individual Authorized to Provide Estimates: owner Hand H painting

Date: 4-1-18

DATE 4-1-18

Signature:

If an Individual: [Signature] / Mike Hammer

Doing Business as Hand 4 services

If a Partnership: _____

By _____, member of Firm

If a Corporation: _____

By _____

Title _____

ATTEST: _____
Secretary

(CORPORATE SEAL)

Business Address of Bidder P.O. Box 63
Farmington Co. 06040

Phone Number of Bidder 719-293-5210

If Bidder is a corporation, supply the following information:

State in which incorporated _____
Name and address of its:

President _____

Secretary _____



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

MEMORANDUM

Date: April 11, 2018
To: Town of Fairplay, Board of Trustees
From: Julie Bullock, Special Events Coordinator
Re: Llama Day Hikes, Off the Grid Food Trailer, Rock & Gem Show location, Event updates

Llama Day Hikes

Kelvin Eldridge, owner of Crooked Wood Pack Llamas is requesting the use of space along the Middle Fork of the South Platte River in Town limits. He would like to conduct llama day hikes for residents and visitors to Fairplay this summer. His hikes would last one to one and a half hours and participants would hike alongside a llama, learn about the animals and the history of the Town and the surrounding areas.

Mr. Eldridge took over as the coordinator for the Pack Llama Race during Burro Days in 2017. He and his staff were professional and easy to work with both before and during the event. I have attached his desired schedule, set-up location and plan, anticipated clients, fees and liability information as well as his Use of Public Space form. He will also maintain and clean up the trail that he uses for the hikes. He is currently working on acquiring insurance and expects to have that in place by the end of April so that his expected start date of May 25 can be achieved if approved.

I believe this is a unique idea that could very well be a nice tourist attraction for our visitors. I'm sure our volunteers would certainly be excited to offer another "all ages" activity to those stopping by the visitor's center. Currently our use of public space fee is \$10/half day and \$20/full day. If Mr. Eldridge operates all the days that he is planning on, he would be open 59 days which would be \$1,180. He and his llama outfit are an integral part of Burro Days and there would be a huge void without the llama events on Saturday. Keeping that in mind, I would like to propose that if you would like to consider his request, that we charge him a flat fee for the summer of \$200 and revisit the fee after he gets one summer under his belt.

"Where History Meets the High Country"

Off the Grid Food Trailer, 401 Main Street

Mike and Peggy Leczel, owners of Off the Grid, would like to operate their food trailer in the parking lot at 401 Main Street. After receiving direction from the Board, Staff amended its Revocable License Agreement with property owner Mr. Mick to include the operation of a food trailer/truck. The food trailer is brand new and CDPHE approved.

The Leczel's have contacted Mr. Mick and were told that he was fine with them using the lot if the Town of Fairplay was okay with it. Xcel has provided electrical service to the lot through a temporary post. The Leczel's paid a \$700 fee to have this done.

Included in your packet is a Revocable Sub-License Agreement, which would serve as a supplement to the Use of Public Space Form and a Public Space Form compiled by Staff. This action was recommended by Town Attorney Lee Phillips.

The Leczel's have included a packet of information including standard operating procedures, insurance certificate, a copy of their sales tax license, menu and narrative about their business. They have also included photos of the food trailer. They have all of the necessary paperwork and permits in place and have been very professional. This food trailer would give us another restaurant option for locals and visitors and because of location could very well stop some of the Summit County traffic traveling through.

Should you consider this request, I would like to recommend a \$100/month fee for the use of the parking lot beginning in May 2018.

Contin-Tail Rock & Gem Show, Platte Drive

Jay and Amy Penn are the event coordinators for the Contin-Tail Fairplay Rock & Gem Show. They would like to use the Town property located off of Platte Drive for the show this year and they have filled out a Use of Public Space form. This is the 4th year for this event with the previous three years being held at the Middle Fork RV Park. The owners of the RV Park felt that they could no longer accommodate the event as its growth caused them to turn away camping customers.

In January, several Staff members met with the Penn's to discuss the feasibility of the location off of Platte Drive. It seems like a very good fit if there is a little bit of work done on the property to address the uneven ground and rocks. They are planning on approximately 25 vendors/dealers this year. This event historically offers their vendors not only a space to sell their product but a space to camp as well, which is why they like this open location.

Public Works has offered a solution to the uneven ground and rocks on the Platte Drive property. A layout of the area and explanation of work to be completed is included. The Town and County public works departments will be working together with no cost to the Town.

Since its inception, this event has brought vendors/dealers, their families and customers (local and outside of Park County) to Fairplay throughout the four days. They patronize our restaurants, gas stations, recreation center (for showers) and some stay in the hotels.

We do order portable toilets and a dumpster for the show, and they reimburse us at the end of the show. We also receive \$10/vendor for each vendor that does not have a Town of Fairplay Business License. In the past we have paid a portion of their space rental fee to the Middle Fork RV Park which has allowed them to continue having the event in Fairplay. Over the years I have reduced this amount as they have grown. This year I would like to offer \$1,200 towards their marketing and expenses (see budget included) to help them to continue to build the show. The Penn's have told me that when they reach 33 vendors/dealers they will no longer need financial assistance from the Town. As they attract more customers they will allow more vendors/dealers.

The Town of Fairplay is represented in all of their marketing including post cards, flyers, radio ads, and internet listings. They distribute throughout Colorado and Northern New Mexico at rock clubs, rock shops, other shows, Colorado School of Mines, several museums and Chamber of Commerce offices. I do feel that our return on investment is solid and that the event will continue to grow.

Summer Events Update

A new 20 x 20 tent will be ordered soon to use as the beer/wine/food tent. The new event trailer is almost ready to start loading up! Ten new benches and three new trash cans have arrived, ten whiskey barrels and flowers have been ordered and more permanent event signage is being discussed.

Fairplay Wearable Art Festival – June 9-10. We are anticipating 25 vendors and applications are slowly coming in. We will have a beer/wine garden, we are working on live music performed by student musicians from the school, and The Soup Pot will sell soup and bread with the proceeds going to Coyote Creek Studio Arts. It will be a busy weekend with this event, the Rock & Gem Show and the HPRS Marathon all overlapping.

TGIFairplay Summer Concert Series – June 22, July 27 and August 24. The bands have been booked, non-profit partners have been secured and Prather's Market is confirmed as our "brought to you by" sponsor for the concert series. **June:** band-Split Window, non-profit partner-Friends of the Fairplay Community (Friends). **July:** band-Chris Daniels and the Kings, food will be served by the Burro Days food vendors, non-profit partner-Friends. **August:** band-Hazel Miller, non-profit partner for food-the Boys and Girls Club and non-profit partner in the beer/wine garden-Friends. We will offer the free peaches and ice cream social again.

Independence Day Celebration – July 4. Deep Water Emergency Services will be our main sponsor with more being sought. Vertical Runner and Deep Water will sponsor the 3rd Annual Burro Buster 5k race. The Burro Days scholarship has been renamed the "Town of Fairplay/Burro Buster Scholarship," since the money is earned from the race. Strut your Mutt, the community flea market, sidewalk chalk contest, kids activities and the parade are all planned again. The Boys and Girls Club will not be our non-profit partner for food as they have decided it is too big of an event for them. I have secured one food truck so far for the event and continue to look for more. The Boys and Girls Club will be hosting

"Where History Meets the High Country"

some kid's activities, and more are being sought. We are adding a "best bicycle" category to the parade and planning fireworks as usual. We will have a new band this year, the Walker Williams Band. The Fairplay American Legion has agreed to be our color guard.

Burro Days – July 27-29. Celebrating 70 years this year! CNN is coming to the burro race as are several representatives from Ultra Running magazine. 92 vendor booths have been sold, The Outliers have been booked for the band tent on Saturday and more are being booked for the music gazebo. The Burro Days t-shirt/poster design is almost complete. We will be printing on gold shirts this year as a throwback to the design used in the earlier years. We have worked through past issues with the Fairgrounds and have confirmed the use of the Fairgrounds to house burros and racers at no charge. We will be working directly with the Fair Board and Facilities Department. An MOU is in the works from the County.

Some of the things we are doing to celebrate the 70th:

- 70th anniversary challenge coins for all racers who finish the burro race, short or long course.
- A petting zoo with an educational aspect will be provided by 4-H in vendor area.
- 70th anniversary buttons will be given to vendors and volunteers to wear during event.
- Returning to custom clay mugs as awards for the top 8 burro race finishers.
- Raising the prize money for burro racers, outhouse racers, parade winners, guess the winning time ticket winner. Amounts are still to be determined but we are looking at \$70 per category, dependent on sponsorship.
- Adding bicycle category to parade with a \$70 prize.
- Western Pack Burro Association is helping me to locate retired burro racers to use as Parade Marshals.
- Burro Days "pop up museum" – a tiny house has been secured to use as the museum, so it can be locked up. We have several items and the Western Pack Burro Association is gathering many more for us.
- South Park Brewing is making a special Burro Days lager for us to serve.
- Continental Divide Winery has bottled a special wine, "Haulin Ass Rose" and a custom label is being designed.
- 70th Anniversary Burro Days stickers will be for sale. Other merchandise is being discussed but has not been decided upon yet.
- An Outhouse Race challenge is going out to other nearby towns from the Town of Fairplay. Leadville, Buena Vista, Salida, Alma, Hartsel, Jefferson and Como will all be challenged to compete in this event. We would like to do this each year with a traveling trophy. This is still in the works.
- New street banner to be designed including the 70th Anniversary.
- More ideas keep popping up and we will research them as they arise.

"Where History Meets the High Country"

Plein Air Arts Celebration – September 4-8. We have been sold out of artist's spaces since January 2 and have a wait list. Painting sites not yet been confirmed but will be soon. There will be a social event at the Continental Divide Winery one evening and TBK Bank will host the gallery and reception on Friday evening. Plans are still coming together.

Marketing Update:

- 20,000 new Town rack cards have been designed, ordered and received. We have given 13,000 to the Colorado Activities Center for distribution throughout Summit County and mailed 3,000 to the 10 Colorado Welcome Centers around the state. The Welcome Centers will request more when they are needed.
- 10,000 new Relocation and Services Guide cards have been designed, ordered and received. We will be inserting them into the Town map/brochure and giving them to select places throughout Town (hotels, schools, realtors, etc.).
- 10,000 Town map/brochures have been designed, ordered and received however they are being reprinted due to errors on the part of the printer. These will be distributed throughout Park County and to visitor centers in Bailey, Wilkerson Pass, Buena Vista, Salida, etc.
- 5,000 Town Tear-off maps have been designed and ordered but not yet received. This year we added a back side to the maps to include event and relocation services. These will be distributed around Town and through our visitor's center.
- 4,500 Event Postcards have been designed and ordered but not yet received. These will be distributed through a boxholder mailing to Alma, Fairplay, Como, Hartsei and Jefferson.
- We are taking out a four-page spread in the June edition of the Summit County What's Happening Guide's.

Llama Day Hikes

We are Crooked Wood Pack Llamas and we specialize in the breeding raising and training of Ccara pack llamas. Our ranch is located within the Bar D Ranch north of Fairplay. We would like to bring an attraction to town we feel would draw a good number of people and entice tourists to spend more time in town enhancing revenue. Our proposal is to do an hour to hour and a half long hike along the river bottom below town. People would hike with one of our llamas alongside them as we traveled along the trails and old dredge tailings. We would interact with the folks during this time by informing them on the advantages of pack llamas as well as speaking on some history of the town and surrounding south park area.

1.) Schedule

- A. Dates anticipated May 25-August 12(starting Friday, Saturday, Sunday transferring to full weeks by July 2nd)
- B. Time setup by 8 am break down by 7 pm
- C. Duration of hike 1 hour-1.5 hour
- D. Length approximately +/- 2 miles

2.) Desired set up location

(The empty lot on the east end of Front street)

- A. We strongly feel this area will mitigate any traffic on HWY 9 as there are 4 separate entrance/exit points to front street. (hopefully drawing attention to the local shops on front street as well)
- B. Over flow parking if needed we would like to direct to the visitor center. This will provide a safe route to the llama set up area and possible increase traffic to the visitor center.
- C. The empty lot on the east end of Front street has an overall view of the river bottom. This enables three things... first it adds to safety as you can overwatch part of the hike while the other guide is out, it opens conversation with the clients as we describe the over all hike, as well as grants easy access and egress to the river bottom.
- D. Set up would consist of several 8-foot stock panels (llama housing), large sun awning, table and chairs, coolers and a trash can.
- E. Would like to set signs up along HWY 9 on the east and west end of town

3.) Clients

- A. Unaware of how many clients we will run a day until we conduct business. We expect to see similarities to those of the horse back rides. Somewhere around 16 people a day.
- B. Guide to client (llama) ratio would never exceed 1:8
- C. Fee \$45 per person (may increase as we evaluate the demand)

4.) Liability

- A. Waivers will be signed by every person. Parents/guardian will sign for anyone under 18.
- B. Brief safety instruction will be given prior to every hike
- C. Insurance coverage
- D. Guides will be first aid CPR certified

5.) Trail maintained

- A. We will have a daily cleanup of our setup area as well as the trail. Llama manure can be swept up during hikes and if any is overlooked during the hike will most certainly be addressed at evening sweep.
- B. Trash can will be at setup location as well

TOWN OF FAIRPLAY, COLORADO

Application/Approval Form for use of Public Space for Special Events

*Permit fee is \$10 per half day (less than 4 hrs), \$20 for Full day, payable to The Town of Fairplay

Date of Application: April 10, 2018

1. Application for (please check applicable box)

Cohen Park Cohen Park Pavilion Fairplay Beach Fairplay Cemetery

Front Street Ball Fields Meeting Room @ Town Hall

Other River Bottom Trail System

Organization/Group Name: Crooked Wood Pack llamas

Contact Person: Kelvin Eldridge

Mailing Address: PO Box 996 Fairplay, CO 80440

Phone Number: 720 556 6197

Email Kelvin.J.Eldridge@gmail.com

Alternate Contact Person: Brittany Eldridge

Phone Number: 720 219 0993

2. Date(s), Time(s) and Nature of Use of Public Space and/or Recreation Area

Date(s) of Use: May 25 - Aug 12 Starting Fri, Sat, Sun Weeks July 2nd

Time(s) of Use: 8am - 7pm

Purpose of Use: Daily llama Hikes

The space may be used by the Applicant only on the date(s) and time(s) specified and only for the specified purpose.

Will vendors be selling products (food or merchandise)? If yes, please attach a Vendor List.

The Vendor List must include ALL participating vendors, even those who hold a Town of Fairplay Business License. Vendors not shown on this list are not authorized to participate in the event. The Event Producer is responsible for providing this information to each participating vendor, and paying the per vendor fee to the Town for those vendors not holding a Town of Fairplay Business license.

Will any vendors be selling food? If yes, please contact the County Health Department for appropriate licensing. The Event Producer is responsible for all necessary food licensing requirements.

Are you requesting to hang a banner/advertising the event? If so, please submit Banner Permit, and contact the Town of Fairplay to verify availability. *See attached information.*

Is a parade planned? If yes, please attach a map of route and designated street closures.

NOTE: If your parade route or street closure will cross a state highway, the Town, on your behalf, must obtain written approval from the Colorado Department of Transportation (CDOT) prior to presenting your request to the Town Board of Trustees for approval. Please allow for this approval process and submit requests in a timely manner. Contact Troop Commander, Captain Jack Cowart, for a special events permit for crossing SH9, 719-276-7441.

Will alcohol be served? If so, you must obtain a Special Event Liquor License for the Town of Fairplay, 719-836-2622, a minimum of 30 (thirty) days prior to the event.

3. Payment of Costs

The Applicant hereby agrees to pay the Town upon request, or within 30 days thereafter, the actual costs incurred by the Town in providing any additional municipal services that may be required as a result or which shall arise from the Applicant's use of the space. Such costs may include any regular or overtime salaries for Town personnel, and the use of the Town equipment and fuel for such equipment.

4. Insurance

The applicant shall pay for and provide public liability and spectator's insurance in the following amounts: **at least \$150,000 per occurrence/\$600,000 per aggregate occurrence.** The Town of Fairplay must be included as a named insured on your insurance policy, and a loss payable clause must be received prior to the event. Such coverage must be in full force and effect throughout the entire time Applicant uses the space. If, for any reason, the required insurance is not in full force and effect on the dates and times specified in Paragraph 1 of this Agreement, the Town's permission to use the space shall be deemed to have been revoked and the Applicant shall not be permitted to use the space. Evidence of the required insurance shall be filed with and approved by the Town Administrator at least one-week prior to the commencement of the Applicant's use of the space.

5. Conduct of Applicant

Applicant shall see that all members, guests, participants, spectators and others shall act in a responsible manner at all times while using the Space, and the special event sponsored by the Applicant shall be held in such a manner so as to cause the least amount of disturbance to those persons residing near the Space and to minimize the damage to public property.

6. PARKING

Event Producer understands and agrees that parking must be designated and a parking plan must be submitted to the Town thirty (30) days prior to the event for approval. The Town may require that the Event Producer provide parking lot attendants based on the size of the event. Parking on grass is prohibited.

7. TRAFFIC

Event Producer is responsible for traffic control and flow. This includes all traffic control devices (i.e. flaggers, signs and cones). Event Producer is responsible for providing adequate shuttle service as to not impede the flow of traffic. Please make an appointment with the Fairplay Chief of Police prior to development of your traffic plan. Event Producer understands that the Town must approve any traffic plan prior to development of any traffic plan, at least thirty (30) days prior to the event.

8. SECURITY

Event Producer agrees to furnish and pay for adequate police or security officers as directed by the Town to police or patrol above stated event.

9. ELECTRIC POWER

Grounds are rented where is, as is. The Event Producer must pay for usage of electrical power. Event Producer must arrange with Xcel Electric Company to have the meter read before and after the event to determine the correct amount to be paid. Extension cord specifications are as follows: 50 ft. chord must be no less than 12 gauge wire and 60 ft. chord must be no less than 10 gauge wire.

10. LIABILITY

The Event Producer hereby agrees to indemnify, save, defend and hold harmless the Town and their officers, agents, servants, and employees from any and all claims, causes of action, and suits accruing or resulting from any damage, injury or loss to any person or persons or personal property, including all persons to whom the Event Producer may be liable under any workmen's compensation laws, and the Event Producer himself, and from any laws, damage, causes of action, claims or suits or damage, including but not limited to loss of property, goods, wares, merchandise, or livestock caused by or arising out of, or in any way connected with the exercise of the Event Producer's privileges herein.

11. WASTE AND SANITATION

Applicant understands that the Town of Fairplay will arrange for sufficient waste containers and portable toilets for the number of event attendees. Applicant shall assume all costs for these waste containers and portable toilets.

12. DAMAGES

Applicant hereby assumes financial responsibility for all damages done to the public property during the time Applicant use Space, and Applicant agrees to pay for any damages done to public property during such usage.

13. REVOCATION OF PERMIT

This permit may be revoked at any time by the Town.

14. AUTHORITY

The undersigned person represents and warrants to the Town and he/she is fully authorized to execute this Permit on behalf of the Applicant.

It is understood that the Applicant will be required to meet with the Town of Fairplay, prior to application approval.

Applicant



4-10-18

Signature

Date

REVOCABLE SUB-LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of ____, 2018, by and between High County Foods LLC, DBA Off the Grid Food Trailer ("Off The Grid") and the Town of Fairplay, Colorado (the "Town").

For and in consideration of the sum of one hundred dollars (\$100.00) paid monthly by Off the Grid to the Town for each month of use, 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

The Town leases the property commonly known and numbered as 401 Main Street, Fairplay, Colorado (the "Property"). Subject to all the terms and conditions hereto, the Town hereby grants to Off the Grid a license to occupy and use a portion the Property, as depicted in Exhibit A, for the purpose set forth in Section 2 herein.

SECTION 2. TERMS OF AGREEMENT

A portion of the Property, as depicted in Exhibit A, may be used and occupied by Off the Grid for the purpose of the placement and operation of a temporary food vending cart for a period of time, beginning May 1, 2018, not to exceed one (1) year. Off the Grid is required to pay the agreed upon fee for each month of usage on the 1st of each month. Off the Grid is required to place trash receptacles on the Property and may place tables, canopies, temporary signage and portable toilets on the Property as depicted on the attached map. No items, including the food trailer, placed on the Property by Off the Grid may block access to the parking lot, alley or sidewalk.

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

Off the Grid 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. Trash must be disposed of daily

SECTION 5. DAMAGE TO PROPERTY

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

SECTION 6. INSURANCE

Off the Grid agrees to procure insurance coverage which includes and covers the Property that is the subject of this Agreement, and to name the Town 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 the Town as an additional insured thereon shall be provided to the Town 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 Off the Grid: Mike and Peggy Leczel
 PO Box 329
 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. Off the Grid may not assign or transfer this Agreement, except upon the express written authorization of the Town.

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

TOWN OF FAIRPLAY, COLORADO

By: _____

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

OFF THE GRID

Mike Leczel

Peggy Leczel

Untitled Map

Write a description for your map.



- Legend**
- 401 Main St
 - Fairplay Police Dept
 - Feature 1
 - Park County Library
 - South Park Historical Foundation
 - Untitled Placemark

Google Earth



1000 ft

24/132



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

SUPPLEMENT TO USE OF PUBLIC SPACE FORM
Food Carts/Trailers/Trucks

Date: 4/11/18
Period beginning 5/1/18 (not to exceed one (1) year)
Applicant: Mike & Peggy Leczel
Business Name: High Country Foods, LLC/dba Off the Grid
Address: P.O. Box 329
City, State, Zip: Fairplay, CO 80440
Telephone: 303-877-6436 Email: mcleczel@gmail.com

SUBMIT THE FOLLOWING with this application (incomplete applications will not be accepted):

- X What are you selling? (Include menu) Sliders, street tacos, sides, drinks
- X Copy of CDPHE license
- X Copy of Sales Tax License
- X Copy of general liability insurance coverage listing Town of Fairplay as additional insured
- X Business Plan
- X Photo of food cart/trailer/truck, include dimensions
- X Layout and location plan
- X Waste plan
- X Water plan
- X Electricity needs/plan – arranged and completed with Xcel Energy
- X Portable toilet plan
- X Will there be seating for customers? Explain Yes, 2 picnic tables
- X Personal background information

Signature of Applicant _____ Date _____

“Where History Meets the High Country”

REQUIREMENTS FOR FOOD CARTS/TRAILERS/TRUCKS

1. Food carts or trucks must be inspected and licensed as mobile retail food establishments by the Colorado Department of Public Health and Environment (CDPHE). A copy of the CDPHE license shall accompany the temporary use permit application.
2. The owner or operator of the food cart/trailer/truck must obtain and maintain a state sales tax license at all times. A copy of the sales tax license shall accompany the temporary use permit application.
3. The owner or operator of food cart/trailer/truck, shall provide, with the temporary use permit application, certificates evidencing the existence of general liability insurance coverage for such food cart/trailer/truck in amounts equal to or greater than the maximum amounts that may be recovered from a public entity under the Colorado Governmental Immunity Act and naming the Town as an additional insured. Cancellation or reduction in coverage below such standards shall automatically void an approved permit.
4. The temporary use permit authorized in this section shall be permanently displayed to the public in a visible location on the food cart/trailer/truck.
5. Operations shall not obstruct parking lot circulation or block access to a public street, alley or sidewalk.
6. The operation of the food cart/trailer/truck shall not infringe on or upon the ability of pedestrians to negotiate the sidewalks or other common public areas, or cause damage to any improvements within the public right-of-way.
7. Operations of any food cart or truck shall be at least one hundred (100) feet from any eating and drinking establishment lawfully existing at the time the permit or renewal permit was issued and is open for business, unless written permission is granted by the eating or drinking establishment located within that distance.
8. No food cart/trailer/truck shall be set up on any privately owned lot or parcel without written permission of the property owner.
9. Trash receptacles shall be provided by the owner/operator and the owner/operator shall be responsible for keeping the area surrounding the food cart/trailer/truck clear of any litter and properly cleaned.
10. Signs must be permanently affixed to or painted on the food cart/trailer/truck. Each food cart/trailer/truck may have one sandwich board sign which may not be located in any right-of-way or impede pedestrian or vehicular traffic and must be within 50 feet of the food cart or truck.
11. Canopies, umbrellas, and outdoor tables and chairs may not be placed in any location that infringes upon the ability of pedestrians to use the sidewalk, parking lot or other public area, or creates a visual obstruction to traffic.
12. When not in operation, a food cart or truck shall be stored on private property.
13. All permit requests, shall be processed by the Town of Fairplay administration who shall have the discretion to impose such other requirements and restrictions as are deemed appropriate and which are intended to provide for the health, safety, comfort and convenience of the Town and its inhabitants.
14. These permit requirements do not apply to food carts/trailers/trucks that are 1) part of a Town-permitted event, or 2) for a private, catered event occurring on private property (private parties, reunions, weddings, etc.) inside Town limits.

“Where History Meets the High Country”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

Per individual Certificate of Coverage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Answers to Town of Fairplay's questions about our food trailer.

1. Insurance: We will be purchasing liability insurance through the Food Liability Insurance Program (FLIP) (<https://www.flipprogram.com>) and including the Town of Fairplay as an additional insured on the policy. The policy has a \$2,000,000 general liability limit. This policy will also include their trailer endorsement which covers the trailer also. *(see attached)*
2. Business plan/menu: To summarize, we want to bring wholesome and affordable food to the community of Fairplay. We also know that a lot of tourists visit Fairplay during the summer season and believe we can support them with easy access to our good food. We believe in always buying local when available, sourcing seasonal vegetables from surrounding communities, and supporting the town of Fairplay during the annual community events. I am supplying you with our basic menu. In addition to our basic menu, we plan on having weekly specials adding an additional tasty culinary variety. We are also excited that James Dean owner of Prather's, has committed to helping OFF the GRID get off the ground, allowing us to purchase CAB beef and other products through his distributors (supporting local businesses).
3. Photos of our food trailer: Our food trailer is a brand new, bright yellow, 7.5ft x 16ft food trailer manufactured by Sanchez food trailers in Alamo TX. We have been working with the Division of Environmental Health and Sustainability during the manufacturing process and have met their requirement. We now are awaiting our state food trailer license. We are also working with SBW Graphics in Denver for our logo and lettering. We are supplying you with the pictures we have so far. We are having it delivered soon and will stage it temporarily at Ricks Middle Fork RV Park.
4. Location on lot: We plan on parking next to telephone pole that will have our power supply. See Google map attached. Trailer plus 2 picnic tables.
5. Waste/water/trash plan: We will be using Middle Fork RV Park for our fresh water, grey water dump and trash disposal. We will have a trash can on site near the tables and will clean up dump trash daily.
6. Toilet: My thought was the public rest room across the way at the museum. But an alternative would be a portable can placed somewhere near our food trailer. We know if it is placed in the vicinity of us and the museum, tourists and other town visitors that may not patronize OTG will use the facility. Something we can discuss.
7. Fees? In my discussions with Sam Mick for permission to park at 401 main street Fairplay, there was no mention of fees to park OTG trailer. The verbal I had received from Sam was "if the town is OK, I'm OK with it". I am currently working with Sam to bring power to the pole on the lot. This is needed for our refrigerator and daily convenience during our open hours. OFF the GRID will be responsible for the cost of bringing power to the property, the monthly electric bill, monthly fees to Middlefork RV Park, portable toilet if needed, annual insurance policies, and state and town licensing. OFF the GRID would graciously ask the Board Members of Fairplay to take into

High Country Foods LLC
OFF the GRID
Food Trailer, Fairplay

MAR 8, 2018

consideration the start-up costs we have incurred and the benefits we can provide to the community. This will be our first year for the business.

Who we are?

Michael and Peggy Leczel.

Relocated to Colorado in 1999. Two great kids, one went into the Navy, now living and working in San Diego. The other living and working in Fort Collins. Peggy worked 14 years for Douglas County School District where she managed school kitchens at multiple locations around Castle Rock. I worked for Northrop Grumman, and spent my years at Buckley AFB in Aurora. We lived in Larkspur until we took early retirement in 2014. We moved to Texas for about 3 years where we built a half dozen spec homes. Then, in 2017, the mountains called us back to Colorado. We owned property in Redhill Forest and am currently living and building our forever home here. This new venture is very exciting for us. My passion for cooking, and Peggy's experience in the food industry is a perfect match. So the creation of OFF the GRID.

Attached:

- Google map of proposed food trailer location.
- SOPs supplied to CDPHE
- Recent correspondent for License with CDPHE
- Photos of our food trailer

STANDARD OPERATING PROCEDURE OFF THE GRID

Fresh Water and Waste Water

Policy: All personnel will follow fresh water and waste water procedures.

Procedure: Employees who fill fresh water and/or empty the grey water holding tanks will use only Middle Fork RV Fairplay utilities to accomplish the tasks outlined. Steps include:

1. At the end of each business day, empty the grey water holding tank and fill the fresh water holding tank using this procedure.
2. Visually check the fill level of the fresh water holding tank. If tank is not fully filled, fill tank to full level with supplied RV grade fill hose, or fresh water 6 gallon jugs. Use only supplied hose and jugs for this task. Check fresh water holding tank periodically throughout the day and add additional water if needed.
3. Visually check the fill level of the grey water holding tank. If the grey water holding tank is not fully emptied, empty using supplied RV style waste water drain hose into dump station or potable RV TOTE supplied and kept at OTG trailer location. Check Grey water holding tank periodically throughout the day to assure proper balance of fill levels between the fresh water and waste water tank. Do not over fill the grey waste water holding tank.

The restaurant manager will:

1. Follow-up and train as necessary.

STANDARD OPERATING PROCEDURE OFF THE GRID

WASHING FRUITS AND VEGTABLES

Policy: Fruits and vegetables will be washed to ensure the safety of food served to customers.

Procedure: All employees use the following steps:

1. Raw fruits and vegetables shall be thoroughly washed in running drinking water to remove soil and other contaminants before being cut, combined with other ingredients, cooked, served, or offered for human consumption in ready-to-eat form.
2. Commercially, prewashed raw fruits and vegetables that are prepackaged to prevent contamination do not require further washing prior to use.
3. The three compartment ware washing sink will be used for food preparation. The sink and drain boards will be cleaned and sanitized between changes in use.

The restaurant manager will:

1. Follow up as necessary.

STANDARD OPERATING PROCEDURE OFF THE GRID

Glove and Utensil Use

Policy: Gloves or utensils will be used for handling all ready-to-eat foods, except for those that will be added to foods that contain raw animal foods that are to be fully cooked or other foods that are heated to 165°F. Gloves or utensils must be used when there are cuts, sores, burns, or lesions on the hands of food handlers.

Procedure: All employees handling food or utensils must:

1. Wash hands thoroughly prior to putting on gloves and when gloves are changed.
2. Change gloves when:
 - Beginning each new task.
 - They become soiled or torn.
 - They are in continual use for four hours.
 - Finished handling raw meat and before handling cooked or ready-to-eat foods.
3. Utensils, such as deli-tissue, spatulas, or tongs may be used as an alternative to gloves.
4. Cover cuts and sores on hands, including fingernails, with clean bandages. If hands are bandaged, clean gloves or finger cots (protective coverings) should be worn at all times to protect the bandage and to prevent it from falling into food.

The restaurant manager will:

1. Follow up as necessary.

STANDARD OPERATING PROCEDURE OFF THE GRID

Handwashing

Policy: All food production and service personnel will follow proper handwashing practices to ensure the safety of food served to customers.

Procedure: All employees should wash hands using the following steps:

1. Wash hands (including under the fingernails) and forearms vigorously and thoroughly with soap and warm water (a water temperature of at least 100°F is recommended) for a total time period of 20 seconds.
2. Wash hands using soap from a soap dispenser. Lather at least 10 seconds.
3. Lather soap between fingers and on hands thoroughly for 10-15 seconds
4. Use only hand sinks designated for that purpose. Do not wash hands in sinks in the production area.
5. Dry hands with single use towels, a mechanical hot dryer, or a high velocity blade of non-heated pressurized air. (Retractable cloth towel dispenser systems are not recommended.) Turn off faucets using a paper towel in order to prevent recontamination of clean hands if foot pedals are not available.

The restaurant manager will:

3. Follow up as necessary.

STANDARD OPERATING PROCEDURE OFF THE GRID

Employee Health and Personal Hygiene

Policy: All foodservice employees will maintain good personal hygiene practices to ensure food safety.

Procedure: All employees must:

Grooming:

1. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
2. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food production area.
3. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water:
 - When entering the facility before work begins.
 - Immediately before preparing food or handling equipment.
 - As often as necessary during food preparation when contamination occurs.
 - In the restroom after toilet use and when you return to your work station.
 - When switching between working with raw foods and working with ready-to-eat or cooked foods.
 - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - After cleaning duties.
 - Between each task performed and before wearing disposable gloves.
 - After smoking, eating, or drinking.
 - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, wiping tables, picking up a dropped food item, etc.
4. Wash hands only in hand sinks designated for that purpose.
5. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Fingernails

1. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.

Proper Attire:

1. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
2. Wear apron on site, as appropriate.
 - Do not wear apron to and from work.
 - Take off apron before using the restroom.
 - Remove apron when leaving the foodservice area.
 - Change apron if it becomes soiled or stained.
3. Wear disposable gloves with any cuts, sores, rashes, or lesions. Wear gloves when handling ready-to-eat foods that will not be heated-treated. Gloves should be worn when serving food.

Employee Health and Personal Hygiene, cont.

4. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

1. Wear a hair net or bonnet as necessary.
2. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food production area.
3. Refrain from wearing jewelry in the food production area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.
 - No earrings or piercings that can be removed are permitted.

Illness:

1. Report any flu-like symptoms, diarrhea, and/or vomiting to the unit supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition; employees could be re-assigned to activities so that there is no risk of transmitting a disease through food.

Instances of *Norovirus*, *Hepatitis A*, *Nontyphoidal Salmonella*, *Salmonella Typhi*, *Shigella*, or *Shiga Toxin-producing Escherichia Coli* must be reported to the unit supervisor. Exclude the foodservice employee if diagnosed with an infection from *Norovirus*, *Hepatitis A*, *Nontyphoidal Salmonella*, *Salmonella Typhi*, *Shigella*, or *Shiga Toxin-producing Escherichia Coli*.

Cuts, Abrasions, and Burns:

1. Bandage any cut, abrasion, or burn that has broken the skin.
2. Cover bandages on hands with gloves and finger cots, and change as appropriate.
3. Inform unit supervisor of all wounds.

Smoking, eating, and gum chewing:

1. Smoke only in designated areas. No smoking or chewing tobacco shall occur inside production facilities.
2. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed food, clean equipment, utensils, linens, and unwrapped single-service and single-use articles.
3. Refrain from chewing gum or eating candy during work in a food production area.

The restaurant manager will:

1. Follow up as necessary.

STANDARD OPERATING PROCEDURE OFF THE GRID

Manual Warewashing

Policy: All equipment items are washed, rinsed, and sanitized after each use.

Procedure: Employees who use the warewashing sinks will be responsible for knowing how to use them properly, and know concentrations and/or temperatures. Steps include:

1. Rinse, scrape, or soak all items before washing.
2. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone or water is dirty.
3. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
4. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
 - a) If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
 - b) If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
5. To avoid recontamination of clean and sanitary items:
 - a) Air dry all items on a drainboard.
 - b) Wash hands prior to returning to storage.

Proper Warewashing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

The restaurant manager will:

1. Follow-up and train as necessary.

Policy last revised on: _____

STANDARD OPERATING PROCEDURE OFF THE GRID

Mopping and Mop Water Disposal

Policy: All food production and service personnel will follow proper mopping and mop water disposal practices.

Procedure: All employees will perform the following steps:

1. At the end of each business day: clean, sweep, and mop as needed to maintain a clean floor and working environment.
2. If a spill should occur, use supplied cleaning tools, broom, sponge and/or mop, and hand bucket to cleanup spill.
3. Dispose of all Mop water into onsite portable RV TOTE using supplied funnel to prevent any external spillage.
4. At end of the business day, dispose of any accumulated mop water at the approved dump station (Middle Fork RV Park) Fairplay.

The restaurant manager will:

1. Follow up as necessary.

STANDARD OPERATING PROCEDURE OFF THE GRID

Wiping Cloth Use

Policy: All employees will ensure that clean and sanitized cloths and towels are used at appropriate intervals during the work period.

Procedure: Cloths used in the OTG restaurant for purposes of cleaning and sanitizing are not used for any other purpose. All employees:

1. Cloths used for wiping food spills on food-contact surfaces shall be cleaned and rinsed frequently in one of the sanitizing solutions permitted. These cloths shall be held between uses in a clean chemical sanitizer solution at the proper concentration.
2. Cloths used for cleaning nonfood-contact surfaces shall be held between uses in a clean, chemical sanitizer solution at the proper concentration.
3. Cloths that are used with raw foods of animal origin shall be kept separate from cloths used for other purposes. Cloths used with raw foods of animal origin shall be kept in a separate sanitizing solution.
4. Dry, single-use disposable towels are permitted for wiping food spills in lieu of wiping cloths if discarded after each use.
5. Sponges shall not be used in contact with food-contact surfaces.
6. Clean wiping cloths shall be used daily

The restaurant manager will:

1. Follow up as necessary.



COLORADO
Department of Public
Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

February 15, 2018

Off the Grid
ATTN: High Country Foods, LLC
P.O. Box 329
Fairplay, CO 80440

SUBJECT: Proposed Retail Food Establishment-Off the Grid, Fairplay, Colorado - Park County

Dear High Country Foods, LLC:

This department has approved the plans submitted on the subject retail food establishment. Any revision(s) to the plans and/or specifications shall be submitted to the department for review and approval.

Please be aware that this approval does not constitute approval to operate; you must return the completed retail food establishment license application and pay the attached invoice before approval to operate will be given.

If you have any additional questions, or need further assistance, please contact Matthew Brandt at 303-692-3637.

Sincerely,

Matthew Brandt
Environmental Protection Specialist
Division of Environmental Health & Sustainability

cc: Matthew Brandt
File





COLORADO
Department of Public
Health & Environment

License to Operate: Retail Food Establishment

License must be posted at the following location, in a conspicuous place:

3635 Redhill Rd
Fairplay, CO 80440

This certifies that licensee shown hereon is authorized and licensed to engage in business in accordance with the provisions of the laws and regulations of the Colorado Department of Public Health & Environment. Any alterations to this license will automatically make it null and void.

Issue date: 4/2/18
License Valid until: 12/31/18

Off the Grid
P.O. Box 329
Fairplay, CO 80440

Sales Tax ID:
License Type: Mobile

Issued By: Colorado Department of Public Health & Environment

DR 0140 (02/16/11)
DEPARTMENT OF REVENUE
DENVER CO 80261-0013

Must collect
taxes for:
**SALES TAX
LICENSE**

STATE COLORADO COUNTY PARK CITY Fairplay HEALTH SERVICE DISTRICT

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION			ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	liability type	month	day	year	
32319137-0000	54-0007-004	P	050118	Mar	30	18	2019

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: OFF THE GRID

3635 REDHILL RD FAIRPLAY CO 80440-4017

**THIS LICENSE IS NOT
TRANSFERABLE**



OFF THE GRID
ATTN: HIGH COUNTRY FOODS LLC
PO BOX 329
FAIRPLAY CO 80440-0329

Executive Director
Department of Revenue

Instructions: Please print this document for your records.

COLORADO BUSINESS EXPRESS

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the
mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows:

Date: 03/27/2018 14:32

Name: High Country Foods LLC

Address: 3635 Redhill Rd
Fairplay, CO 80440-4017

Sales Tax Account Number: 32319137

Sales Tax Filing Frequency: Seasonal – Required to file monthly during

Wage Withholding Account Number: N/A

Wage Withholding Filing Frequency: N/A

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:

revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

OFF THE GRID MENU

SLIDERS

TACOS

#1 Classic Slider (2) \$7.00

Angus beef patty, grilled onion,
American cheese, pickle, mustard,
ketchup

#2 House Slider (2) \$7.00

Angus beef patty, grilled onion,
American cheese, greens,
tomato, pickle, house aioli

#3 Slaw Slider (2) \$7.00

Angus beef patty, grilled onion,
American cheese, greens, house aioli,
house slaw

#4 Veggie \$7.00

Roasted eggplant, mozzarella cheese,
greens, tomato, sour dough bread
and lemon aioli

#5 Grilled Cheese \$5.00

2 slices American cheese, TX toast
Add Baloney for \$1.00

#1 Carne Asada (3) \$7.00

Onion, cilantro, lime wedge

#2 Carnitas (3) \$7.00

Onion, cilantro, lime wedge

SIDES

Bag of Chips \$1.25

House Slaw \$3.50

EXTRAS

Add Egg (1) \$1.00

Add Slice Bacon \$1.00

Jalapenos (3) \$1.00

DRINKS

Can soda \$1.50

Water \$1.00





TOWN OF FAIRPLAY, COLORADO

Application/Approval Form for use of Public Space for Special Events

*Permit fee is \$10 per half day (less than 4 hrs), \$20 for Full day, payable to The Town of Fairplay
MAILED BY JULIE BULLOCK

Date of Application: 3/19/18

1. Application for (please check applicable box)

- Cohen Park Cohen Park Pavilion Fairplay Beach Fairplay Cemetery
- Front Street Ball Fields Meeting Room @ Town Hall

Other TOWN PROPERTY ON ACATTE DRIVE
EL CHIVO VIEJO

Organization/Group Name: FAIRPLAY GEM, MINERAL AND JEWELRY SHOW

Contact Person: JAY PENN

Mailing Address: 2324 ALVARADO DR. NE ALBUQUERQUE, NM 87110

Phone Number: 505 883-4195

Email: JAY.PENN246@GMAIL.COM

Alternate Contact Person: AMY PENN

Phone Number: 505 203-1900

2. Date(s), Time(s) and Nature of Use of Public Space and/or Recreation Area

Date(s) of Use: 6/4/18 NOON - 6/11/18 NOON

Time(s) of Use: ALL DAY

Purpose of Use: GEM & MINERAL SHOW

The space may be used by the Applicant only on the date(s) and time(s) specified and only for the specified purpose.

Will vendors be selling products (food or merchandise)? If yes, please attach a Vendor List.

The Vendor List must include ALL participating vendors, even those who hold a Town of Fairplay Business License. Vendors not shown on this list are not authorized to participate in the event. The Event Producer is responsible for providing this information to each participating vendor, and paying the per vendor fee to the Town for those vendors not holding a Town of Fairplay Business license.

- Will any vendors be selling food? If yes, please contact the County Health Department for appropriate licensing. The Event Producer is responsible for all necessary food licensing requirements.
- Are you requesting to hang a banner/advertising the event? If so, please submit Banner Permit, and contact the Town of Fairplay to verify availability.
- Is a parade planned? If yes, please attach a map of route and designated street closures.

NOTE: If your parade route or street closure will cross a state highway, the Town, on your behalf, must obtain written approval from the Colorado Department of Transportation (CDOT) prior to presenting your request to the Town Board of Trustees for approval. Please allow for this approval process and submit requests in a timely manner. Contact Troop Commander, Captain Jack Cowart, for a special events permit for crossing SH9, 719-276-7441.

- Will alcohol be served? If so, you must obtain a Special Event Liquor License for the Town of Fairplay, 719-836-2622, a minimum of 30 (thirty) days prior to the event.

3. Payment of Costs

The Applicant hereby agrees to pay the Town upon request, or within 30 days thereafter, the actual costs incurred by the Town in providing any additional municipal services that may be required as a result or which shall arise from the Applicant's use of the space. Such costs may include any regular or overtime salaries for Town personnel, and the use of the Town equipment and fuel for such equipment.

4. Insurance

The applicant shall pay for and provide public liability and spectator's insurance in the following amounts: **at least \$150,000 per occurrence/\$600,000 per aggregate occurrence.** The Town of Fairplay must be included as a named insured on your insurance policy, and a loss payable clause must be received prior to the event. Such coverage must be in full force and effect throughout the entire time Applicant uses the space. If, for any reason, the required insurance is not in full force and effect on the dates and times specified in Paragraph 1 of this Agreement, the Town's permission to use the space shall be deemed to have been revoked and the Applicant shall not be permitted to use the space. Evidence of the required insurance shall be filed with and approved by the Town Administrator at least **one-week prior to the commencement of the Applicant's use of the space.**

5. Conduct of Applicant

Applicant shall see that all members, guests, participants, spectators and others shall act in a responsible manner at all times while using the Space, and the special event sponsored by the Applicant shall be held in such a manner so as to cause the least amount of disturbance to those persons residing near the Space and to minimize the damage to public property.

6. PARKING

Event Producer understands and agrees that parking must be designated and a parking plan must be submitted to the Town thirty (30) days prior to the event for approval. The Town may require that the Event Producer provide parking lot attendants based on the size of the event. Parking on grass is prohibited.

7. TRAFFIC

Event Producer is responsible for traffic control and flow. This includes all traffic control devices (i.e. flaggers, signs and cones). Event Producer is responsible for providing adequate shuttle service as to not impede the flow of traffic. Please make an appointment with the Fairplay Chief of Police prior to development of your traffic plan. Event Producer understands that the Town must approve any traffic plan prior to development of any traffic plan, at least thirty (30) days prior to the event.

8. SECURITY

Event Producer agrees to furnish and pay for adequate police or security officers as directed by the Town to police or patrol above stated event.

9. ELECTRIC POWER

Grounds are rented where is, as is. The Event Producer must pay for usage of electrical power. Event Producer must arrange with Xcel Electric Company to have the meter read before and after the event to determine the correct amount to be paid. Extension cord specifications are as follows: 50 ft. chord must be no less than 12 gauge wire and 60 ft. chord must be no less than 10 gauge wire.

10. LIABILITY

The Event Producer hereby agrees to indemnify, save, defend and hold harmless the Town and their officers, agents, servants, and employees from any and all claims, causes of action, and suits accruing or resulting from any damage, injury or loss to any person or persons or personal property, including all persons to whom the Event Producer may be liable under any workmen's compensation laws, and the Event Producer himself, and from any laws, damage, causes of action, claims or suits or damage, including but not limited to loss of property, goods, wares, merchandise, or livestock caused by or arising out of, or in any way connected with the exercise of the Event Producer's privileges herein.

11. WASTE AND SANITATION

Applicant understands that the Town of Fairplay will arrange for sufficient waste containers and portable toilets for the number of event attendees. Applicant shall assume all costs for these waste containers and portable toilets.

12. DAMAGES

Applicant hereby assumes financial responsibility for all damages done to the public property during the time Applicant use Space, and Applicant agrees to pay for any damages done to public property during such usage.

13. REVOCATION OF PERMIT

This permit may be revoked at any time by the Town.

14. AUTHORITY

The undersigned person represents and warrants to the Town and he/she is fully authorized to execute this Permit on behalf of the Applicant.

It is understood that the Applicant will be required to meet with the Town of Fairplay, prior to application approval.

Applicant



Signature



Date

Company	Person
Barry Mercer Minerals	Barry Mercer
El Chivo Viejo	Jay Penn
Genesis Epoch	Mel & Pam Bersch
Runnin Boar	Kim & Bodie Packham
Pyramid Peak Gems	Jim Bushnell
Anderson Rocks & Jemston	McKay Anderson
Redsky Minerals	Sky
Santa Fe Silver & Stone	Claudia & David Umpleby
Geocom Minerals LLC	Jacob Smith
Rocks Minerals & Specimens	Brian Sanchez
Allin Gem	Kevin Allind
Nature Little Stone	Kaihua Wen
Bizarre Bazaar	Pamela Stone
Scully's Minerals	John Scully
Cinder Block Rocks	Veronica Michels
Gems, Minerals 'n Things LLC	Sharon Holte
Armando Custom Rock Cutters	Armando Barrera
Wild Horse Mesa Studio	Ginny Konopka
TK Rocks	Tom Marshall
Little Man's Big Rocks	Johnathan Johnson
Chaves Minerals	Jorge Chaves & Michelle Solis
Chaotic2Creations	Rachael Ford-Dingfield
Moroccan Village	Seth Cain
Phantom Rocks & Minerals	Greg Tunnicliff
Stone	Shelly Birch

Julie Bullock

From: Amy Penn <amypenn246@gmail.com>
Sent: Tuesday, April 10, 2018 7:03 PM
To: jbullock@fairplayco.us
Subject: Fairplay show

Julie,

We want 25 x 50 booth sizes. I told you 20 x 50, **it should be 25 x 50.**

There will be 25 vendors + hopefully, a food vendor.

Dealers (and visiting customers) will be spending money in restaurants, grocery stores, dealers buying showers, getting gas, and a few in motels.

We have contacted Park County about getting insurance through whomever they use.

We have approved the ad and paid for the RADIO ad that will run on 2 diff. stations from 6/4 - 6/10 on KSBV. The show is 6/7 - 6/10. It runs 4 times a day, 7 days on 2 stations.

We have signs to put up along US 285 and at the Town Hall (the road in from Breckenridge). They are paid for and approx. 5' x 4'. Very visible signs to bring in passer-bys.

The postcards for the 2018 show were purchased before last years' show. They have been distributed to:

- * last years' vendors to have in their booths at other shows during the year.
- * To 50 clubs and shows within 350-400 miles of Fairplay.

The people at shows and clubs are the people that BUY rocks

- * 18 rock shops in Colorado and northern NM
- * CO School of Mines, and a few to Univ. of NM
- * Dinosaur Ridge
- * Sherman Dugan Museum of Geology
- * Nat'l Mining Hall of Fame Museum
- * 500 to Julie Bullock to distribute to Fairplay businesses
- * Morrison Natural History Museum
- * Salida Chamber of Commerce
- * Leadville Chamber of commerce
- * Buena Vista Chamber of Commerce

Note: I have 6 Senior Centers to mail postcards to in Fairplay, Como, Leadville, B.V., Salida.
I got addresses off the internet. I hope they are good addresses. They will be mailed 5/1/18

Note: I have 2 schools in Fairplay (Edith Elem. & South Park HS).
and 2 schools in B. V. (Darren Patterson Christian, & The Link Sch.)
I got addresses off the internet. I hope they are good addresses. (mailed 5/1/18)

Note: The schools may not appreciate the postcards I'm sending to them (only 10 per school). I do have a letter with the cards. They can ask for more postcards, OR, ask NOT to be included in our mailing for next year, with our name, ph. number, and email that they can respond to.

NOW.... Free advertising: I enter the Fairplay show in 22 places online throughout the year. Some places accept the ad 10 months before the show. Some only want the ad 1-2 months before the show. An example of the ad you can find is at this very popular place to advertise shows at:
www.rockngem.com. Go to the SHOW DATES tab. They are listed by month and date. At the top of the page, you can also enter Colorado, to get a list of only shows in Colorado.

Many of the free ad places let me add a picture. I send them the pic of the front of the postcard. Check out: www.festival-and-shows.com OR www.colorfulcolorado.com

Some of these free ads are with:

The Flume, Chaffee County Times, Leadville Herald, The Mtn. Mail, Spingo, and the Alibi

The free ads have a little different directions to the show than the ones I put in 1-2 months ago. After we were up there in January, I realized Rte. 9 didn't end in the middle of Fairplay. Below is the ad I use:

Fairplay Gem, Mineral & Jewelry Show, Jun. 7-10, 2018, Open 9am - 5pm, Free Admission, Free Parking. 25 dealers, gemstones, mineral specimens, slabs, rough, jewelry, cabochons, beads, fossils, petrified wood, equipment. From the Fairplay light go south on US 285 about 1/2 mile. Turn west (left) onto Platte Drive, go 1/2 mile. Contact: Jay Penn, 505-883-4195, jaypenn246@gmail.com, <http://abqfallshow.wixsite.com/fairplay>

FYI: Jay has one more food vendor to call. No one else was interested.

Also, If the show is successful and we are able to ADD VENDORS, then in 3-5 years we won't require a subsidy at all. We add vendors if the customer base warrants it. You have to have a good amount of customers to keep the vendors happy, before you can add more vendors.

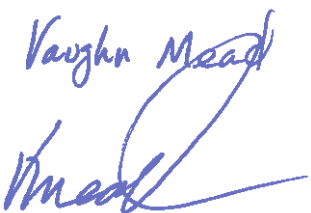
Again.... so you don't forget.... the **booth size is 25 x 50**

Thanks, Julie for all your efforts with this show. We greatly appreciate it.

Let me know you rcvd. this.

Amy
505-203-1900
amypenn246@gmail.com

In cooperation with the Park County Public Works Department, we will be preparing the area for the Rock and Gem show by grading and leveling the Town's property between the south side of the Platte River and Platte Drive. The perimeter of the public parking lot will be bordered with rocks. I have already coordinated with Park County's Public Works Director for use of one of their motor graders and an operator for grading and leveling the area. The Town's Public Works Crew will be on site with our equipment to set parking lot borders and remove rocks from the entrance road, parking lot and the vendor's area.

Vaughn Mead


Scale 1" = 100'

North
↖

Tree Island



MONTHLY STAFF REPORT

Wastewater Treatment Plant Performance February 2018

Influent flow: Treatment Plant Design flow 0.3 MGD.

Average Flow	0. 11MGD	% Capacity 37%
Maximum Flow	0. 16MGD	% Capacity 53%

BOD

Influent 245 mg/l	Effluent 2	%Removal 99.99%
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Suspended Solids

Influent 194 mg/l	Effluent <5 (BDL)	%Removal 99.99%
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Ammonia

Influent 36.08 mg/l	Effluent .04 mg/l	% Removal 99.9999%
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E.coli

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

Colonies	Effluent 101 Colonies	% Removal 99.949%
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Waste Water system

Wastewater plant ran exceptionally well this month. All of the reporting bugs from the PLC upgrade have been resolved.

Water System

On Thursday March 15 we had the Sanitary Survey for the Water Treatment Plant. I have not received a report from CDPHE as of April 11.

Public Works

The Public Works Crew is almost finished with the modifications on the new Events trailer.

We have come up with a workable job description for a summer/seasonal employ and we have determined that occasionally a vehicle will have to be shuffled around to accommodate this employ's daily work assignments. Most of the duties this employ will be assigned will require the golf cart or four wheeler, I don't foresee any transportation issues. The Summer Employ will not be using the Town's heavy equipment but will be assisting full time employees at job sites where heavy equipment is being used.

Lately we have been having issues with the drivability of the Town's Dodge Pickup. These issues on the Dodge have been addressed.

Public Works Special Projects/Work Plan 2018

- Act as project manager for FEMA projects – beach dredging, beach road and the water plant reservoir.

March 7, 2018 we received Nationwide Permit 16 Verification from the Army Corp of Engineers We are now waiting for FEMA to process this permit and release the funding. All of the bid documents are ready and waiting for a date to be assigned once FEMA has released the funds.

- Research Town Ditch Easement and create a maintenance plan/program.

Kat has been assigned this project and is researching the scope and dimensions of the Town's easement. Her second step will be creating and implementing a maintenance program.

- Continue to work on general clean-up of Town owned properties and rights-of-ways.

The Public Works Crew that is in place now is very diligent about addressing issues that pop up throughout the year. With the help of the Administration Staff we are working on a comprehensive schedule for each town owned property and right-of-way.

- Begin work on comprehensive public works capital improvement plan to include all town owned buildings and properties, vehicles, and equipment.

I have asked for a list of improvements from Town Hall for general properties. The age of some of our vehicles is becoming apparent and the crew does act accordingly to either fix the equipment or contract the expertise to have equipment repaired. The staff at Town Hall have an ongoing list of issues with the building and Gerrits normally addresses these problems in a timely manner. As concerns arise the Public Works Crew is finding more effective ways to catalog and fix problems or listing them for future repairs when the budget allows.

- Complete Public Works Manual addressing internal operations as well as creating standards for street, sidewalks, parking lots, parks, etc.

I haven't had much to complete these SOP's and Operations Manuals. I estimate that I am half finished writing SOP's and O&M for all aspects of Public Works duties. I expect to be finished with these documents around mid-September.

- Keep informed of all developments with the two approved marijuana retail/cultivation facilities within the Sanitation District. Monitor for compliance with applicable sanitation rules and reg's.

Wise Cannabis has not yet finished their grow operation side of the business and I don't foresee this happening anytime soon.

Park County is in the process of re-zoning the trailer park back to residential from commercial. The grow operation plans have been cancelled.

- Contract for and oversee electrical upgrades on 5th Street

I have submitted applications to Xcel Energy for electrical upgrades on Fifth Street and Front Street in December. The Applications have been processed and I am now waiting for Xcel's Mountain Division for a site visit to the two locations.

- Install two new fire hydrants per 2016 budget.

New bid documents are complete and I am with Mason's help reaching out to Contractors outside of Park County with the expertise to complete this project.

- Comply with cross-connection/back flow prevention regulations as implemented by CDPHE.

We are in the process of complying with and completing the cross-connection program. This project has been assigned to Kat and she has sent out surveys to all businesses and multifamily homes that are required to complete these surveys and return them. As of March 19th she has received 77 of 132 surveys back. Kat has compiled a list of properties that require a site visit and has done some of these visits. She has also compiled a list of properties that have not responded to the survey and is following up with the property owners.

- Participate in the River Park Planning Process.

Although I have assigned Gerrits as the lead on this project, the entire Public works Crew will be involved and will attend all meeting.

- Participate in the Town Hall/Visitor Center Planning Process. Act as Project Manager if Visitor Center Project is approved.

Again, since Gerrits's background is in building construction I have put him as the lead on this project as well. I will be involved in all aspects of this project as well.

- Schedule training for staff to receive "D" licenses/certificates in water and wastewater in 2017.

Josh is studying for his "D" and "1" in water and waste water

- Continue to provide training opportunities for the Building Inspector and monitor licensing levels to keep compliant and up-to-date.

- Complete SCADA installation at the water plant.

SCADA compatible flow meters are installed and they have made the tracking of the Towns water production much easier and more accurate. Mountain Peak Controls is working on a quote for labor and parts to complete the SCADA system for the Water Treatment Facility.

- Complete sludge removal.

Sludge dewatering is scheduled to be done at the end of April or beginning of May. This project will be carried out by Clear Water Cleanup and we can expect the same cost saving we've had in the previous yeas as Summit County is willing to take the de-watered sludge.

- Complete installation of rubber mats in the playground area of Cohen Park.

Josh had some really good insights on what needs to be done on this project so I have assigned him to be lead he will be consulting with Geoff Ames from Meeting The Challenge (recommended by Cristina Barthle from CIRSA) to ensure this project is completed to CIRSA standards. I have been in contact with Geoff Ames from Meeting the Challenge and we are in the process of setting up a site visit.

- Obtain Level “C” Wastewater certification 2018 and if possible obtain level ‘B’.

I have retaken my level ‘C’ test and I am waiting for the results of my test.

- Paint Town by contracting out painting services.

Bid invitations have gone out and are being advertised on the Town’s website. A list of contractors that have been contacted is attached to this staff report. So far we have received one bid.

- Finish installing and repairing radio compatible water meters.

Kat and I will be working on these meters and radios and would like to be finished with them by early summer. We have 27 meters and radios to repair, program or replace.

- Bid out and complete 2018 roadway overlays.

Pavement Maintenance Services was awarded the contract and they anticipate starting in early May when the asphalt batch plant starts up. Please see attached email thread.

- Acquire all spare parts and motors needed for quicker repairs at the Sanitation Plant and Lift Station.

All of the spare parts and motors needed have been ordered.

- Work with NWFd to update Fire Code in Fairplay/Update IBC and IRC.

Gerrits is the lead on these projects and he is working with Lee Philips and North West Fire Department to customize a new fire code to fit the Town’s needs. Geritts is working with Lee Phillips for the updates on the IBC and IRC.

Vaughn Mead

From: Chuck Murphy [pmspaving@hotmail.com]
Sent: Friday, April 06, 2018 1:58 PM
To: vmead@fairplayco.us
Subject: Re: signed PMS paving contract

thank you Vaughn, The plants will open in early May so we will schedule for that time frame. If the County is ready, like they say they will be, we will take care at the same time.

Sincerely,

Chuck Murphy
PMS, Inc.
719-539-1400 office
719-539-1401 fax
719-530-1776 cell

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From: Vaughn Mead <vmead@fairplayco.us>
Sent: Friday, April 6, 2018 8:29 AM
To: pmspaving@hotmail.com
Subject: FW: signed PMS paving contract

Hi Chuck,
Sorry it took so long to get back to you. You have been awarded the paving contract and it is attached.
Thanks, Vaughn

From: Claudia Werner [<mailto:cwerner@fairplayco.us>]
Sent: Thursday, April 05, 2018 2:50 PM
To: vmead@fairplayco.us
Cc: tdarrah@fairplayco.us
Subject: signed PMS paving contract

Vaughn,

Here is the pavement contract with PMS, as well as the Resolution approving the contract. It is signed by the Town where required and it looks like there are a few places for the contractor to sign it. Please forward these documents to PMS and ask them to return the executed contract at their earliest convenience.

