

AGENDA

**for the Board of Trustees of the Town of Fairplay, Colorado
Monday, October 15, 2018 at 6:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay, Colorado**

- I. CALL TO ORDER REGULAR MEETING AT 6:00 P.M.**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. APPROVAL OF MINUTES – October 1, 2018, October 4, 2018, October 8, 2018**
 - B. APPROVAL OF EXPENDITURES – Approval of bills of various Town Funds in the amount of \$273,198.76.**
- VI. CITIZEN COMMENTS**
- VII. PRESENTATIONS**
 - A. Oath of Office for Police Chief**
 - B. Presentation by Interim Police Chief Schlunsen recognizing two local youth.**
- VIII. UNFINISHED BUSINESS**
 - A. Other Discussion Items**
- IX. NEW BUSINESS**
 - A. Should the Board Approve Adoption of Resolution No. 35, series of 2018 entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH GARFIELD & HECHT, P.C. FOR MUNICIPAL ATTORNEY SERVICES FOR THE TOWN OF FAIRPLAY AND APPOINTING PAUL WISOR AS TOWN ATTORNEY.”?**
 - B. Should the Board Approve Adoption of Resolution No. 36, 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 HANS VANBAAL FOR THE 530 FRONT STREET EXTERIOR PROJECT.”?**
 - C. Should the Board Approve Adoption of Resolution No. 37, 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 ELLEN CANCHOLA FOR THE 517/523 FRONT STREET EXTERIOR PROJECT.”?**
 - D. Should the Board Approve Changes to the section of 7th Street Between Hathaway and Main Streets and Potential Use of PIIP Funds for Portion of Curb Cut Installation Costs at Brown Burro?**
 - E. Presentation of 2018 Amended and 2019 Preliminary Budget and setting of Public Hearing on November 5, 2018 @ 6 p.m.**
 - F. Other New Business**
- X. BOARD OF TRUSTEE AND STAFF REPORTS**
- XI. ADJOURNMENT**

Upcoming Meetings/Important Dates:

Halloween Spooktacular at the Fairplay Community Center
Board of Trustees Regular Meeting
A Real Colorado Christmas Celebration, Holiday Victorian Tea and Holiday Bazaar

October 31, 2018
November 05, 2018 @ 6:00 pm
December 01, 2018

This Agenda May Be Amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, October 11, 2018

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
October 01, 2018**

CALL TO ORDER REGULAR MEETING OF THE BOARD OF TRUSTEES

The regular meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:00 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Eve Stapp, Ray Douglas and Cindy Bear. Also in attendance were Town Administrator Tina Darrah, Town Attorney Lee Phillips, Interim Police Chief Bo Schlunsen, Town Treasurer Kim Wittbrodt, Assistant to the Town Administrator Mason Green and Deputy Town Clerk Niki Griffin.

AGENDA ADOPTION

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

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

- A. **APPROVAL OF MINUTES** – September 17, 2018
- B. **APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$66,939.51.

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

CITIZEN COMMENTS

No citizen comments were offered.

PRESENTATIONS

- A. Assistant to the Town Administrator Green explained that as part of the Colorado Municipal League (CML) Colorado Cities & Towns Week the Town of Fairplay partnered with Edith Teter Elementary School 3rd grade and 5th grade classes with an essay contest. One winner from each grade was selected to receive a cash prize and sit with the Board of Trustees for the remainder of the meeting. 3rd grade winner was Maddox Duke and 5th grade winner was Danyela Cravener.
- B. Mayor Just presented checks to several non-profit groups in Fairplay, Boys & Girls Club received a check for \$1000.00 for participating with food sales at the Hazel Miller summer concert, South Park Food Bank received a check for \$2835.00 for donated amounts from the Plein Air Arts Celebration held in September, and Friends of the Fairplay Community received a check for \$4850.30 for their assistance at various summer concerts and Plein Air.

UNFINISHED BUSINESS

- A. Should the Board Approve Adoption of Ordinance No. 4, series of 2018 entitled, "AN ORDINANCE ADDING A NEW 16-7-150 TO THE FAIRPLAY MUNICIPAL CODE RELATING TO TEMPORARY USE AND HOUSING DURING CONSTRUCTION"

Motion #3 by Trustee Stapp, second by Trustee Douglas to approve Ordinance No. 4, series of 2018 entitled, "AN ORDINANCE ADDING A NEW 16-7-150 TO THE FAIRPLAY MUNICIPAL CODE RELATING TO TEMPORARY USE AND HOUSING DURING CONSTRUCTION". Motion carried unanimously.

- B. Other discussion items

No other discussion items were offered.

NEW BUSINESS

- A. Should the Board Approve Adoption of Ordinance No. 6, series of 2018 entitled, "AN ORDINANCE REPEALING SUBSECTION 10-6-40(B)(1) OF THE FAIRPLAY MUNICIPAL CODE RELATING TO LOITERING FOR PURPOSE OF BEGGING."?

Town Attorney Phillips explained that the Town received a letter from the American Civil Liberties Union stating that the current Ordinance 10-6-40(b)(1), was unconstitutional, and courts in Colorado have recognized that a plea for help is a communication that is protected by the First Amendment.

Motion #4 by Trustee Douglas, second by Trustee Stapp to approve Ordinance No.6, series of 2018 entitled, **"AN ORDINANCE REPEALING SUBSECTION 10-6-40(B)(1) OF THE FAIRPLAY MUNICIPAL CODE RELATING TO LOITERING FOR PURPOSE OF BEGGING"**. Motion carried unanimously.

- B. Should the Board Approve Adoption of Resolution No. 34, 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 CHAD SERUR FOR THE 700 FRONT STREET EXTERIOR PROJECT"?

Town Treasurer Wittbrodt presented the PIIP application submitted by Chad Serur, owner of 700 Front Street and stated that the application was complete and in compliance with the PIIP rules and regulations. The applicant is requesting \$664.00 from the Town towards the \$3500.00 project that will include prep and painting the house and building on the property at 700 Front Street. There is \$2,597.50 remaining in the PIIP budget for 2018 and Staff recommends approval.

Mayor Just thanked Town Attorney Phillips for devising the PIIP program.

Motion #5 by Trustee Douglas seconded by Trustee Stapp, that the Board Approve Adoption of Resolution No. 26, series of 2018, entitled, No. 34, 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 CHAD SERUR FOR THE 700 FRONT STREET EXTERIOR PROJECT"** A roll call vote was taken: Dodge - yes, Stapp - yes, Just - yes, Douglas - yes, Bear - yes. Motion carried unanimously.

- C. Other new business

No other new business offered.

BOARD OF TRUSTEES AND STAFF REPORTS

Assistant to the Town Administrator Green reported that students from the Blueprint 2.0 Grant, Grow Your Own Outdoor Recreation, will be in Fairplay on Wednesday talking to businesses and getting opinions about how outdoor recreation could be better utilized.

Town Administrator Darrah reminded those attending about the River Park Design Open House on Wednesday at 6:00 pm.

Trustee Bear reported how proud she was of her students and the quality of their essays and challenged them to help with Socktober Sock Drive for the South Park Food Bank.

Trustee Douglas congratulated Town Attorney Phillips on his retirement and thanked him for all his time spent working with the Town of Fairplay.

Trustee Dodge reported the essays provided by all the students were excellent and he appreciated the insight that each one brought.

Mayor Just reminded those attending about the River Park Design Open House on Wednesday at 6:00 pm.

ADJOURNMENT

Mayor Just, noting that there being no further business before the Board, declared that the meeting be adjourned at 6:40 p.m.

Frank Just, Mayor

ATTEST:

Niki Griffin, Deputy Town Clerk

**MINUTES OF THE SPECIAL MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
October 4, 2018**

CALL TO ORDER SPECIAL MEETING OF THE BOARD OF TRUSTEES

A special meeting of the Board of Trustees for the Town of Fairplay was called to order at 4:49 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just. Roll call was answered by Trustees Scott Dodge, Eve Stapp, Ray Douglas and Cindy Bear. Also in attendance was Town Administrator/Clerk Tina Darrah.

INTERVIEWS WITH SELECTED FIRMS FOR MUNICIPAL ATTORNEY SERVICES

The Board conducted interviews for municipal attorney services with the following persons/firms in the following order: Erin Smith, Norton and Smith, PC; Nin Petraro and Geoff Wilson, Murray, Dahl, Kuechenmeister and Renaud, PC; and Paul Wisor, Garfield and Hecht, PC.

Each firm was asked a standard slate of questions and interviewed for approximately one hour.

EXECUTIVE SESSION pursuant to C.R.S. 24-6-402 (4)(e) for determining positions relative to matters that may be subject to negotiations; developing strategies for negotiations and instructing negotiators specifically in regards to contract for Municipal Attorney services.

Motion #1 by Trustee Dodge, seconded by Trustee Stapp, that the Board go into executive session at 8:10 p.m. for the purpose of discussing negotiations for Municipal Attorney Services pursuant to C.R.S. Section 24-6-402 (4) (e). Motion carried unanimously.

Mayor Just announced that the meeting was back to open session at 8:55 p.m. The participants in the executive session were: Mayor Just, Trustees Dodge, Stapp, Douglas and Bear, and Town Administrator/Clerk Tina Darrah. Mayor Just announced that no action was taken in the executive session.

Direction to Staff Regarding Firm Selection

Motion #2 by Trustee Bear, seconded by Trustees Douglas, to have staff proceed with negotiations with one of the firms interviewed and bring back for formal approval if successful. Motion carried unanimously.

ADJOURNMENT

Mayor Just, noting that there being no further business before the Board, declared that the meeting be adjourned at 8:55 p.m.

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

**MINUTES OF THE SPECIAL MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
October 8, 2018**

CALL TO ORDER SPECIAL MEETING OF THE BOARD OF TRUSTEES

A special meeting of the Board of Trustees for the Town of Fairplay was called to order at 5:00 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just. Roll call was answered by Trustees Scott Dodge, Eve Stapp, Ray Douglas and Cindy Bear. Also in attendance was Town Administrator/Clerk Tina Darrah, Town Planner Scot Hunn and Assistant to the Town Administrator Mason Green.

INTERVIEWS WITH SELECTED FIRMS FOR COMMUNITY ASSESSMENT SERVICES

The Board conducted interviews for community assessment services with the following persons/firms in the following order: Davis and Matt Farrar of Western Slope Consulting; Katherine Correll of Downtown Colorado Inc.; and Gabe Preston of RPI Consulting.

Each firm was asked a standard slate of questions and interviewed for approximately one hour.

EXECUTIVE SESSION pursuant to C.R.S. 24-6-402 (4)(e) for determining positions relative to matters that may be subject to negotiations; developing strategies for negotiations and instructing negotiators specifically in regards to contract for Community Assessment services.

Motion #1 by Trustee Douglas, seconded by Trustee Dodge, that the Board go into executive session at 8:08 p.m. for the purpose of discussing negotiations for Community Assessment Services pursuant to C.R.S. Section 24-6-402 (4) (e). Motion carried unanimously.

Mayor Just announced that the meeting was back to open session at 9:03 p.m. The participants in the executive session were: Mayor Just, Trustees Dodge, Stapp, Douglas and Bear, Town Administrator/Clerk Tina Darrah, Town Planner Scot Hunn and Assistant to the Town Administrator Mason Green. Mayor Just announced that no action was taken in the executive session.

Direction to Staff Regarding Firm Selection

Motion #2 by Trustee Dodge, seconded by Trustees Douglas, to have staff proceed with negotiations with one of the firms interviewed and bring back for formal approval if successful. Motion carried unanimously.

ADJOURNMENT

Mayor Just, noting that there being no further business before the Board, declared that the meeting be adjourned at 9:10 p.m.

Frank Just, Mayor

ATTEST:

Mason Green, Assistant to the Town Administrator



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Paid Bills/Financials

DATE: 10/11/2018

Agenda Item: Bills

Attached is the list of invoices paid through October 11, 2018.

Total Expenditures: \$273,198.76 - \$250,000.00 of that total was a check written to and deposited into our Colotrust investment account

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

Please find financial statements for all funds through September 30, 2018.

Please contact me with any questions.

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
10/11/2018	14307	Business Solutions Group,	Order of Checks	1	10/02/2018	73.86	617303
10/11/2018	14307		Order of Checks	2	10/02/2018	73.86	507330
10/11/2018	14307		Order of Checks	3	10/02/2018	73.86	105030
Total 292:						221.58	
10/01/2018	14280	Caselle, Inc	Software Support	1	09/01/2018	439.50	105060
10/01/2018	14280		Software Support	2	09/01/2018	219.75	507360
10/01/2018	14280		Software Support	3	09/01/2018	219.75	617360
Total 334:						879.00	
10/01/2018	14281	Cash	cash for kid essay contest	1	09/27/2018	80.00	105110
Total 340:						80.00	
10/11/2018	14309	Colorado Mountain News	summit daily ads	1	09/30/2018	1,051.72	105172
Total 538:						1,051.72	
10/05/2018	14296	Fairplay Flume	display ads	1	09/30/2018	142.00	105172
10/05/2018	14296		legal ads	2	09/30/2018	37.67	106125
10/01/2018	14284		1 yr subscription	1	10/01/2018	41.00	106130
Total 868:						220.67	
10/01/2018	14285	Hand Hotel	wearable art fest dinner	1	06/09/2018	417.82	105164
10/01/2018	14285		board lunch	1	07/13/2018	108.00	105110
10/01/2018	14285		burro banquet	1	07/28/2018	626.76	105162
Total 1084:						1,352.58	
10/11/2018	14318	Mountain View Waste	2 yd 2 monthly	1	09/30/2018	75.00	617167
Total 1414:						75.00	
10/05/2018	14299	Newman Traffic Signs	signs and posts	1	09/29/2018	38.82	105670
Total 1492:						38.82	
10/01/2018	14290	Silver Scoop Creamery	Concert Series Ice Cream	1	08/24/2018	210.00	105110
Total 1912:						210.00	
10/01/2018	14292	USABlueBook	supplies	1	09/25/2018	147.49	617140
10/01/2018	14292		supplies	1	09/26/2018	98.59	617140
Total 2176:						246.08	
10/05/2018	14303	Utility Notification Center	RTL Transmissions	1	09/30/2018	13.05	507230
10/05/2018	14303		RTL Transmissions	1	09/30/2018	13.05	617340
Total 2194:						26.10	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
10/01/2018	14293	Verizon Wireless	Police Air Cards	1	10/01/2018	120.03	105455
Total 2212:						120.03	
10/05/2018	14304	Xcel Energy	901 main	1	09/18/2018	225.93	105023
10/05/2018	14304		chlorinator	1	09/18/2018	12.94	507390
10/05/2018	14304		1800 beaver creek road	1	09/18/2018	962.14	507390
10/05/2018	14304		fairplay sign #1	1	09/18/2018	11.27	105640
10/05/2018	14304		117 silerheels road	1	09/18/2018	10.18	105841
10/05/2018	14304		525 hathaway	1	09/18/2018	140.32	105190
10/05/2018	14304		san plant	1	09/24/2018	3,434.43	617104
10/05/2018	14304		1190 castello	1	09/25/2018	80.56	507390
10/05/2018	14304		1190 castello	2	09/25/2018	80.57	105650
10/05/2018	14304		200 2nd street	3	09/25/2018	21.10	507390
10/05/2018	14304		157 8th	4	09/25/2018	179.84	105640
10/05/2018	14304		156 5th	5	09/25/2018	10.18	105640
10/05/2018	14304		589 platea drive	6	09/25/2018	10.18	105841
10/11/2018	14323		street lights	1	10/01/2018	190.37	105640
Total 2296:						5,370.01	
10/01/2018	14286	KONICA MINOLTA BUSIN	C364E Copier	1	09/17/2018	326.62	105032
10/01/2018	14286		Color Copies	2	09/17/2018	315.06	105150
Total 2448:						641.68	
10/11/2018	14312	Envision Sign and Graphic	magnetic logos	1	09/28/2018	249.00	105630
Total 2528:						249.00	
10/05/2018	14294	CenturyLink	7198362622355B	1	09/19/2018	461.80	105065
10/05/2018	14294		alarm line-525 Hathaway	1	09/19/2018	43.72	105190
10/05/2018	14294		acct 719-836-4609 502B	1	09/19/2018	56.97	507320
10/05/2018	14294		7198362445	1	09/19/2018	105.04	617320
10/05/2018	14294		acct 82239760	1	09/23/2018	98.90	105065
Total 2614:						766.43	
10/11/2018	14314	ICMA Retirement Corporati	plan fee	1	10/03/2018	62.50	105002
10/11/2018	14314		plan fee	2	10/03/2018	12.50	105302
10/11/2018	14314		plan fee	3	10/03/2018	62.50	105602
10/11/2018	14314		plan fee	4	10/03/2018	56.25	507002
10/11/2018	14314		plan fee	5	10/03/2018	56.25	617002
Total 2686:						250.00	
10/05/2018	14302	South Park Telephone	internet 901 main	1	10/01/2018	29.98	105455
10/05/2018	14302		internet 901 main	2	10/01/2018	29.97	105065
Total 2730:						59.95	
10/05/2018	14297	Mobile Record Shredders	record shredding	1	09/26/2018	12.00	105030
Total 2793:						12.00	
10/01/2018	14282	Chaffee County Waste	6 yd weekly	1	10/01/2018	100.00	105650
10/01/2018	14282		6 yd weekly	2	10/01/2018	100.00	105023

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2801:						200.00	
10/11/2018	14322	Trevor Messa	sound for concert	1	08/30/2018	500.00	105150
Total 2814:						500.00	
10/01/2018	14283	Colorado Analytical Lab	waste water testing	1	09/20/2018	380.00	617140
10/01/2018	14283		water testing	1	09/26/2018	220.00	507140
10/11/2018	14308		water testing	1	10/05/2018	310.00	507140
Total 2864:						810.00	
10/01/2018	14291	South Park Brewing	beer for plain air	1	09/26/2018	125.00	105172
10/05/2018	14301		kegs for 4th of July	1	07/09/2018	770.00	105171
Total 2873:						895.00	
10/11/2018	14321	The Phillips Law Offices, L	Legal	1	09/30/2018	270.00	105027
Total 2886:						270.00	
10/11/2018	14319	Shirley Septic Pumping, In	marathon port a pots	1	07/06/2018	360.00	105170
10/01/2018	14289		port a pots	1	09/07/2018	360.00	105172
10/11/2018	14319		fairplay beach	1	10/02/2018	890.00	105842
10/01/2018	14289		port a pots	1	09/07/2018	210.00	105120
Total 2893:						1,820.00	
10/05/2018	14300	Rise Broadband	internet	1	10/01/2018	103.68	617320
Total 2900:						103.68	
10/11/2018	14316	Jean Krak	website maintenance	1	09/30/2018	184.50	105130
Total 2945:						184.50	
10/01/2018	14287	MEBULBS	street light bulbs	1	09/14/2018	101.21	105640
Total 2987:						101.21	
10/05/2018	14295	Colotrust-Colo Local Gov't	tsf water fund	1	10/05/2018	193,522.50	501003
10/05/2018	14295		tsf to gen fund	2	10/05/2018	56,477.50	101003
Total 3070:						250,000.00	
10/11/2018	14311	Employers Council	annual membership dues	1	08/13/2018	1,193.05	105015
Total 3083:						1,193.05	
10/11/2018	14310	Continental Divide Winery	wine for plain air	1	10/01/2018	700.00	105172
Total 3105:						700.00	
10/11/2018	14317	McGoon Productions	split window concert	1	10/01/2018	800.00	105150

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3106:						800.00	
10/01/2018	14288	Omni Real Estate	rent	1	10/01/2018	1,100.00	102268
Total 3167:						1,100.00	
10/11/2018	14313	Hunn Planning & Policy, LL	planning fees	1	10/07/2018	1,470.92	105105
Total 3183:						1,470.92	
10/05/2018	14288	Montrose Water Factory, L	bottled water	1	08/11/2018	8.75	105120
Total 3211:						8.75	
10/11/2018	14320	Soup Pot	lunch for plein air	1	10/01/2018	571.00	105172
Total 3256:						571.00	
10/11/2018	14315	Jay Penn	rock & gem show	1	10/11/2018	500.00	105170
Total 3257:						500.00	
Grand Totals:						273,198.76	

Report Criteria:

Detail report type printed

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-40-05 AD VALOREM TAX	1,505.70	187,825.31	192,172.00	4,546.69	97.6
10-40-10 SPEC. OWNERSHIP TAX	281.08	16,757.15	20,000.00	3,242.85	83.8
10-40-30 INTEREST ON PROPERTY TAX	47.58	739.81	1,000.00	260.39	74.0
10-40-40 DELINQUENT TAXES	.00	348.99	500.00	151.01	69.8
10-40-55 50% SHAREBACK OF R&B LEVY	67.42	6,791.11	5,600.00	(1,191.11)	121.3
10-40-60 MOTOR VEHICLE REGISTRATION	.00	2,240.50	3,800.00	1,559.50	59.0
10-40-70 SALES TAX	82,164.23	505,122.26	655,043.00	149,920.74	77.1
10-40-75 SALES TAX - STREETS	27,388.08	168,374.10	218,348.00	49,973.90	77.1
10-40-80 HIGHWAY USER'S TAX	2,949.59	30,070.50	32,000.00	1,929.50	94.0
10-40-85 SEVERANCE TAX	2,317.10	2,317.10	2,500.00	182.90	92.7
10-40-86 MINERAL LEASE REVENUE	.00	389.54	1,000.00	610.46	39.0
10-40-90 CIGARETTE TAX	279.55	1,863.08	2,200.00	336.92	84.7
10-40-96 LODGING TAX	2,938.00	30,404.00	35,000.00	4,596.00	86.9
TOTAL TAXES	119,938.33	953,043.25	1,169,163.00	216,119.75	81.5
<u>LICENSES</u>					
10-41-10 LIQUOR LICENSES	53.25	5,004.50	1,750.00	(3,254.50)	286.0
10-41-30 DOG LICENSES	.00	95.00	100.00	5.00	95.0
10-41-32 LIVESTOCK PERMIT	.00	25.00	60.00	35.00	41.7
10-41-34 COMMERCIAL FLY FISHING PERMIT	.00	.00	150.00	150.00	.0
10-41-40 BUILDING PERMITS	150.00	8,459.36	3,000.00	(5,459.36)	282.0
10-41-41 SURCHARGE: STREETS	32.50	486.22	225.00	(261.22)	216.1
10-41-42 SURCHARGE: PARKS & REC	32.50	486.22	225.00	(261.22)	216.1
10-41-50 FRANCHISE TAX	1,970.44	30,847.45	50,000.00	19,152.55	61.7
10-41-60 GOLD PANNING PERMITS/DONATION	1,440.00	6,813.00	5,000.00	(1,813.00)	136.3
10-41-70 BUSINESS LICENSES	.00	6,625.00	6,000.00	(625.00)	110.4
10-41-80 SIGN PERMITS	.00	150.00	400.00	250.00	37.5
10-41-90 EXCAVATION PERMIT	.00	100.00	200.00	100.00	50.0
10-41-92 MECHANICAL PERMIT	.00	100.00	.00	(100.00)	.0
10-41-94 STREET CUT PERMIT	500.00	1,000.00	500.00	(500.00)	200.0
10-41-98 FENCE PERMIT	.00	120.00	240.00	120.00	50.0
10-41-97 SPECIAL EVENTS PERMIT	1,250.00	1,500.00	2,500.00	1,000.00	60.0
10-41-98 RESIDE/REROOF PERMIT	.00	1,500.00	1,000.00	(500.00)	150.0
TOTAL LICENSES	5,428.69	63,311.75	71,350.00	8,038.25	88.7
<u>FEE INCOME</u>					
10-42-75 PLANNING & DEVELOPMENT FEES	50.00	478.25	2,000.00	1,521.75	23.9
10-42-90 COPIES & FAXES	.00	354.50	400.00	45.50	88.6
TOTAL FEE INCOME	50.00	832.75	2,400.00	1,567.25	34.7

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LAW ENFORCEMENT</u>					
10-45-05 TRAFFIC FINES	.00	2,190.00	30,000.00	27,810.00	7.3
10-45-10 SURCHARGE: POLICE TRAINING	.00	255.00	3,000.00	2,745.00	8.5
10-45-15 COURT COSTS	.00	186.00	1,800.00	1,614.00	10.3
10-45-20 DEFAULT FEES	.00	15.00	150.00	135.00	10.0
10-45-30 OTHER FINES	.00	240.00	1,000.00	760.00	24.0
10-45-80 VIN INSPECTIONS	.00	97.50	200.00	102.50	48.8
10-45-90 MISCELLANEOUS	.00	67.04	1,000.00	932.96	6.7
10-45-95 GRANT/REIMBURSEMENT	.00	.00	8,000.00	8,000.00	.0
TOTAL LAW ENFORCEMENT	.00	3,050.54	45,150.00	42,099.46	6.8
<u>INTEREST INCOME</u>					
10-46-05 INTEREST ON COLOTRUST	934.83	6,698.96	285.00	(6,413.96)	2350.5
10-46-30 INTEREST ON CHECKING	177.18	741.75	3,000.00	2,258.25	24.7
TOTAL INTEREST INCOME	1,112.01	7,440.71	3,285.00	(4,155.71)	226.5
<u>MISCELLANEOUS INCOME</u>					
10-47-00 MISCELLANEOUS INCOME	(3,450.00)	1,233.95	5,000.00	3,766.05	24.7
10-47-10 CEMETERY	.00	900.00	300.00	(600.00)	300.0
10-47-38 TOWN CLEAN UP DONATIONS	.00	365.00	.00	(365.00)	.0
10-47-39 FOURTH OF JULY DONATIONS	(276.65)	8,869.47	8,500.00	(369.47)	104.4
10-47-49 STREET LIGHTING	797.22	7,845.11	10,800.00	2,954.89	72.6
10-47-50 SUMMER CONCERT SERIES	3,195.97	20,110.71	17,000.00	(3,110.71)	118.3
10-47-52 REAL COLORADO CHRISTMAS	.00	.00	1,000.00	1,000.00	.0
10-47-54 VICTORIAN BALL	.00	.00	5,000.00	5,000.00	.0
10-47-55 BEAD & FIBER SHOW	75.00	1,813.45	3,000.00	1,186.55	60.5
10-47-56 BURRO DAYS	650.00	38,082.75	50,000.00	11,917.25	76.2
10-47-59 BURRO DAYS RETAIL SALES	(1,314.42)	17,888.01	.00	(17,888.01)	.0
10-47-60 525 HATHAWAY - RENT & UTILITY	100.00	2,305.09	3,000.00	694.91	78.8
10-47-70 PLEIN AIR EVENT	36,036.04	43,061.04	25,000.00	(18,061.04)	172.2
10-47-82 CAMPING PERMITS/FACILITY USE	.00	40.00	50.00	10.00	80.0
10-47-87 GRANT REVENUE	8,041.23	11,494.22	45,000.00	33,505.78	25.5
10-47-90 MISCELLANEOUS REVENUE-EVENTS	.00	13.65	3,000.00	2,986.35	.5
10-47-91 TOWN HALL - 901 MAIN	.00	12,397.00	12,397.00	.00	100.0
TOTAL MISCELLANEOUS INCOME	43,854.39	166,419.45	189,047.00	22,627.55	88.0
TOTAL FUND REVENUE	170,383.42	1,194,096.45	1,480,395.00	286,296.55	80.7

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-50-02 401(A) EMPLOYER MATCH	408.56	4,113.99	5,246.00	1,132.01	78.4
10-50-05 SALARIES -ADMIN./CLERK/TREASUR	13,618.41	131,381.23	166,544.00	35,162.77	78.9
10-50-11 SS/MEDICARE EXPENSE	1,076.81	10,346.33	12,906.00	2,559.67	80.2
10-50-12 UNEMPLOYMENT EXPENSE	42.26	406.72	506.00	99.28	80.4
10-50-13 EMPLOYEE HEALTH INSURANCE	3,273.11	29,383.68	36,410.00	7,026.32	80.7
10-50-14 WORKER'S COMPENSATION	.00	538.00	538.00	.00	100.0
10-50-15 EDUCATION	.00	3,939.29	3,000.00	(939.29)	131.3
10-50-16 ADMIN VEHICLE	276.92	2,630.74	3,600.00	969.26	73.1
10-50-20 TOWN HALL EXPENSE	.00	15,496.78	30,994.00	15,497.22	50.0
10-50-23 TOWN HALL EXPENSE - UTILITIES	509.46	4,365.72	7,000.00	2,634.28	62.4
10-50-25 TOWN HALL EXPENSE - BLDG. REP.	1.79	10,726.70	15,000.00	4,273.30	71.5
10-50-27 TOWN HALL EXPENSE - SUPPLIES	48.97	469.53	1,200.00	730.47	39.1
10-50-30 OFFICE SUPPLIES	127.16	2,866.73	2,500.00	(366.73)	114.7
10-50-32 EQUIPMENT RENTAL	361.11	3,945.34	5,300.00	1,354.66	74.4
10-50-35 POSTAGE EXPENSE	215.95	425.69	500.00	74.31	85.1
10-50-40 BANK/CREDIT CARD FEES	25.00	673.23	1,300.00	626.77	51.8
10-50-50 ELECTION EXPENSE	.00	1,265.87	2,000.00	734.13	63.3
10-50-55 BOARD OF TRUSTEE SALARY	180.00	1,470.00	2,160.00	690.00	68.1
10-50-57 TOWN ATTY LEGAL SERVICES	600.00	11,731.56	20,000.00	8,268.44	58.7
10-50-60 COMPUTER/SOFTWARE/SUPPORT	439.50	4,590.50	7,000.00	2,409.50	65.6
10-50-65 TELEPHONE/INTERNET	759.82	7,853.52	8,200.00	346.48	95.8
10-50-70 MISCELLANEOUS EXPENSE	343.23	5,779.26	2,500.00	(3,279.26)	231.2
10-50-75 CODIFICATION	.00	823.00	2,000.00	1,177.00	41.2
10-50-76 ESTIP AGREEMENT	.00	19,874.46	42,000.00	22,125.54	47.3
10-50-95 EMPLOYEE HOUSING	60.00	734.82	.00	(734.82)	.0
TOTAL ADMINISTRATION	22,368.06	275,832.69	378,404.00	102,571.31	72.9

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-51-05 PROFESSIONAL FEES	1,000.00	8,070.12	5,000.00 (	3,070.12)	161.4
10-51-10 EDUCATION/BENEVOLENCE (BOT)	307.72	6,486.85	5,000.00 (	1,486.85)	129.7
10-51-20 VISITOR CENTER	17.49	2,397.37	2,000.00 (	397.37)	119.9
10-51-25 GRANTS	60.00	60.00	.00 (	60.00)	.0
10-51-30 ADVERTISING AND MARKETING	1,651.70	16,754.31	12,000.00 (	4,754.31)	139.6
10-51-34 TOWN BEAUTIFICATION	28.03	14,691.33	10,000.00 (	4,691.33)	146.9
10-51-35 TOWN CLEAN UP	100.00	7,579.15	10,000.00	2,420.85	75.8
10-51-40 DUES AND MEMBERSHIPS	.00	359.00	500.00	141.00	71.8
10-51-50 TGIFAIRPLAY EXPENSE	5,651.79	22,231.09	17,000.00 (	5,231.09)	130.8
10-51-62 BURRO DAYS	2,250.27	54,609.44	35,000.00 (	19,609.44)	156.0
10-51-64 BEAD AND FIBER SHOW	180.00	1,408.56	3,000.00	1,591.44	47.0
10-51-70 MISCELLANEOUS EVENTS	137.67	1,603.29	10,000.00	8,396.71	16.0
10-51-71 FIREWORKS/4TH OF JULY	1,100.00	5,962.55	12,000.00	6,037.45	49.7
10-51-72 PLEIN AIR EVENT	38,604.12	40,734.58	22,500.00 (	18,234.58)	181.0
10-51-74 REAL COLORADO CHRISTMAS	.00	327.25	4,000.00	3,672.75	8.2
10-51-75 DONATIONS	.00	1,300.00	2,500.00	1,200.00	52.0
10-51-83 VICTORIAN BALL	.00	.00	5,000.00	5,000.00	.0
10-51-85 PROPERTY IMPROVEMENT INCENTIV	1,780.00	6,652.50	20,000.00	13,347.50	33.3
10-51-90 525 HATHAWAY	408.26	5,295.66	8,000.00	2,704.34	66.2
TOTAL COMMUNITY DEVELOPMENT	53,277.05	196,523.05	183,500.00 (	13,023.05)	107.1
<u>JUDICIAL SYSTEM</u>					
10-53-02 401(A) EMPLOYER MATCH	27.70	330.68	403.00	72.32	82.1
10-53-05 MUNICIPAL JUDGE SALARY	600.00	5,700.00	7,800.00	2,100.00	73.1
10-53-10 COURT CLERK	923.07	10,271.66	11,750.00	1,478.34	87.4
10-53-11 SS/MEDICARE EXPENSE	116.52	1,218.06	1,496.00	277.94	81.4
10-53-12 UNEMPLOYMENT EXPENSE	4.58	47.97	59.00	11.03	81.3
10-53-13 EMPLOYEE HEALTH INSURANCE	439.96	3,271.46	4,370.00	1,098.54	74.9
10-53-14 WORKER'S COMPENSATION	.00	40.00	40.00	.00	100.0
10-53-20 COURT ATTORNEY	.00	.00	500.00	500.00	.0
10-53-40 OPERATING EXPENSE	.00	318.95	450.00	131.05	70.9
10-53-50 DUES AND MEMBERSHIPS	.00	.00	22.00	22.00	.0
TOTAL JUDICIAL SYSTEM	2,111.83	21,198.76	26,890.00	5,691.22	78.8

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
PUBLIC SAFETY					
10-54-01 POLICE SALARIES	5,000.00	50,000.00	192,000.00	142,000.00	28.0
10-54-04 PART TIME OFFICERS	.00	.00	8,840.00	8,840.00	.0
10-54-05 PENSION CONTRIBUTION	535.00	5,082.50	20,544.00	15,461.50	24.7
10-54-10 UNIFORMS AND ACCESSORIES	.00	.00	3,000.00	3,000.00	.0
10-54-11 SS/MEDICARE EXPENSE	72.50	725.00	3,460.00	2,735.00	21.0
10-54-12 UNEMPLOYMENT EXPENSE	15.00	150.00	603.00	453.00	24.9
10-54-13 EMPLOYEE HEALTH INSURANCE	1,504.35	13,539.15	83,751.00	70,211.85	16.2
10-54-14 WORKER'S COMPENSATION	.00	6,902.00	6,902.00	.00	100.0
10-54-15 GASOLINE	107.81	1,518.74	5,000.00	3,481.26	30.4
10-54-20 VEHICLE MAINTENANCE	.00	3,042.46	6,000.00	2,957.54	50.7
10-54-24 PROFESSIONAL TRAINING EXPENSE	.00	113.75	4,000.00	3,886.25	2.8
10-54-26 IN-SERVICE TRAINING EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-54-28 VEHICLE RENTAL PAYMENT	1,238.42	11,145.78	14,861.00	3,715.22	75.0
10-54-30 RADAR & RADIO MAINTENANCE	.00	.00	500.00	500.00	.0
10-54-45 OPERATING SUPPLIES	.00	340.71	1,000.00	659.29	34.1
10-54-50 EQUIPMENT EXPENSE	.00	.00	3,000.00	3,000.00	.0
10-54-53 GRANT-EQUIPMENT & SUPPLIES	.00	2,833.80	1,918.00	(915.80)	147.8
10-54-55 TELEPHONE - POLICE LINE	200.01	1,940.89	4,200.00	2,259.11	46.2
10-54-60 MEMBERSHIPS - DUES	.00	187.50	150.00	(37.50)	125.0
10-54-65 COMPUTER/SOFTWARE/SUPPORT	.00	3,073.00	3,600.00	527.00	85.4
10-54-75 INVESTIGATIVE SERVICES	.00	600.00	1,000.00	400.00	60.0
10-54-80 OFFICER RECRUITING	.00	.00	3,000.00	3,000.00	.0
10-54-97 PUBLIC RELATIONS	.00	.00	500.00	500.00	.0
TOTAL PUBLIC SAFETY	8,673.09	101,195.28	368,829.00	267,633.72	27.4
PUBLIC WORKS					
10-56-01 SALARIES	8,188.69	74,640.26	78,028.00	3,387.74	95.7
10-56-02 401(A) EMPLOYER MATCH	245.67	2,402.18	2,591.00	188.82	92.7
10-56-10 SEASONAL WAGES	.00	.00	7,680.00	7,680.00	.0
10-56-11 SS/MEDICARE EXPENSE	619.54	5,644.26	6,557.00	912.74	86.1
10-56-12 UNEMPLOYMENT EXPENSE	24.58	224.09	257.00	32.91	87.2
10-56-13 EMPLOYEE HEALTH INSURANCE	3,308.67	29,574.66	30,527.00	952.34	96.9
10-56-14 WORKER'S COMPENSATION	.00	4,994.00	4,994.00	.00	100.0
10-56-15 GASOLINE & OIL - STREETS	294.83	2,973.41	3,500.00	526.59	85.0
10-56-25 REPAIRS & MAINT - EQUIPMENT	419.52	2,871.75	6,000.00	3,128.25	47.9
10-56-30 TOOLS, MATLS, & SUPPLIES	211.09	11,640.37	10,500.00	(1,140.37)	110.9
10-56-35 EDUCATION & TRAINING	.00	622.36	1,000.00	377.64	62.2
10-56-40 ELECTRIC STREET LIGHTS & SIGNS	308.30	2,711.33	9,000.00	6,288.67	30.1
10-56-45 TELEPHONE	150.00	1,245.08	1,800.00	554.92	69.2
10-56-50 MAINTENANCE BUILDING - UTILITY	245.69	4,285.30	6,500.00	2,214.70	65.9
10-56-60 VEHICLE RENTAL PAYMENT	1,391.92	12,527.28	16,703.00	4,175.72	75.0
10-56-70 STREET REPAIRS	1,950.30	157,059.86	200,000.00	42,940.14	78.5
10-56-82 TOWN SHOP BUILDING REPAIRS	.00	2,572.00	1,000.00	(1,572.00)	257.2
TOTAL PUBLIC WORKS	17,359.80	315,988.19	366,637.00	70,648.81	81.7

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
10-58-30 TOOLS, MATERIALS, & SUPPLIES	.00	15,047.13	4,000.00	(11,047.13)	376.2
10-58-41 PARKS UTILITIES	20.40	223.83	550.00	326.17	40.7
10-58-42 VAULT RESTROOMS MAINTENANCE	.00	66.24	500.00	433.76	13.3
10-58-50 CEMETERY EXPENSE	138.98	219.76	800.00	580.24	27.5
10-58-80 FAIRPLAY BEACH PROJECT EXPENS	24,463.36	24,463.36	50,000.00	25,536.64	48.9
10-58-95 LAND LEASE PAYMENT	.00	25,990.18	25,990.00	(.18)	100.0
TOTAL PARKS & RECREATION	24,622.74	66,010.50	81,840.00	15,829.50	80.7
<u>NON-DEPARTMENTAL EXPENDITURE</u>					
10-61-15 LIABILITY INSURANCE	.00	14,940.00	14,940.00	.00	100.0
10-61-17 AUDIT FEES	.00	4,860.00	4,860.00	.00	100.0
10-61-23 TREASURER'S FEES - MILL LEVY	31.06	3,742.64	4,500.00	757.36	83.2
10-61-25 PUBLISHING EXPENSE	53.67	347.26	1,000.00	652.74	34.7
10-61-30 DUES & MEMBERSHIPS	.00	1,562.00	2,000.00	438.00	78.1
10-61-50 CAPITAL IMPROVEMENTS	.00	.00	75,000.00	75,000.00	.0
10-61-60 ABATEMENT	.00	.00	2,000.00	2,000.00	.0
TOTAL NON-DEPARTMENTAL EXPEN	84.73	25,451.90	104,300.00	78,848.10	24.4
TOTAL FUND EXPENDITURES	128,497.30	1,002,200.39	1,530,400.00	528,199.61	65.5
NET REVENUE OVER EXPENDITURES	41,886.12	191,898.06	(50,005.00)	(241,903.06)	383.8

TOWN OF FAIRPLAY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUES</u>					
20-44-10 COLORADO LOTTERY FUNDS	788.25	2,638.99	3,300.00	661.01	80.0
TOTAL INTERGOVERNMENTAL REVE	788.25	2,638.99	3,300.00	661.01	80.0
<u>INTEREST INCOME</u>					
20-46-50 INTEREST INCOME SAVINGS	3.00	23.86	13.00	(10.86)	183.5
TOTAL INTEREST INCOME	3.00	23.86	13.00	(10.86)	183.5
TOTAL FUND REVENUE	791.25	2,662.85	3,313.00	650.15	80.4

TOWN OF FAIRPLAY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSE</u>					
20-73-03 BASEBALL FIELD IMPROVEMENTS	.00	.00	500.00	500.00	.0
20-73-10 COHEN PARK - IMPROVEMENTS	.00	.00	500.00	500.00	.0
TOTAL OPERATION EXPENSE	.00	.00	1,000.00	1,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	1,000.00	1,000.00	.0
NET REVENUE OVER EXPENDITURES	791.25	2,662.85	2,313.00	(349.85)	115.1

TOWN OF FAIRPLAY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
32-47-20 DEPT RENTAL PAYMENTS	3,558.34	32,025.06	42,700.00	10,674.94	75.0
TOTAL REVENUE	3,558.34	32,025.06	42,700.00	10,674.94	75.0
TOTAL FUND REVENUE	3,558.34	32,025.06	42,700.00	10,674.94	75.0
NET REVENUE OVER EXPENDITURES	3,558.34	32,025.06	42,700.00	10,674.94	75.0

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

FAIRPLAY WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>UTILITY REVENUES</u>					
50-43-05 POTABLE WATER	31,229.10	312,512.98	400,000.00	87,487.02	78.1
50-43-50 LATE CHARGES	478.42	2,584.65	3,500.00	915.35	73.9
50-43-60 LIEN REVENUE	.00	2,106.18	2,000.00	(106.18)	105.3
50-43-65 LIEN INTEREST REVENUE	.00	10.85	.00	(10.85)	.0
50-43-70 PLANT INVESTMENT FEES	.00	13,000.00	.00	(13,000.00)	.0
50-43-80 WATER FACILITY MAINTENANCE FEE	.00	365.46	500.00	134.54	73.1
TOTAL UTILITY REVENUES	31,707.52	330,580.12	406,000.00	75,419.88	81.4
<u>MISCELLANEOUS INCOME</u>					
50-46-05 WATER METERS, PRV, & PARTS	.00	330.83	1,000.00	669.17	33.1
50-46-10 PENALTY FOR NON-COMPLIANCE	40.00	360.00	480.00	120.00	75.0
50-46-25 INTEREST ON INVESTMENTS	2,022.18	9,764.70	1,800.00	(7,964.70)	542.5
50-46-45 FEMA PROJECT	139,344.38	139,344.38	375,000.00	235,655.62	37.2
50-46-49 FAIRPLAY SANITATION FEES	.00	.00	160,939.00	160,939.00	.0
50-46-50 OTHER WATER REVENUE	.00	.00	100.00	100.00	.0
TOTAL MISCELLANEOUS INCOME	141,406.56	149,799.91	539,319.00	389,519.09	27.8
TOTAL FUND REVENUE	173,114.08	480,380.03	945,319.00	464,938.97	50.8

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

FAIRPLAY WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMPLOYEE EXPENSES</u>					
50-70-01 SALARIES	8,873.24	76,786.36	110,058.00	33,271.64	69.8
50-70-02 ICMA RC RETIREMENT	266.21	2,437.95	3,527.00	1,089.05	69.1
50-70-11 SS/MEDICARE EXPENSE	679.07	5,860.93	8,475.00	2,614.07	69.2
50-70-12 UNEMPLOYMENT EXPENSE	26.82	232.07	332.00	99.93	69.9
50-70-13 EMPLOYEE HEALTH INSURANCE	3,058.89	24,352.05	36,917.00	12,564.95	66.0
50-70-14 WORKER'S COMPENSATION	.00	643.00	643.00	.00	100.0
50-70-50 EDUCATION - WATER OPERATORS	.00	2,105.56	3,000.00	894.44	70.2
50-70-70 BOT SALARY	60.00	490.00	720.00	230.00	68.1
50-70-80 FSD EMPLOYEE EXPENSES	.00	.00	160,939.00	160,939.00	.0
TOTAL EMPLOYEE EXPENSES	12,964.23	112,907.92	324,611.00	211,703.08	34.8
<u>PLANT & EQUIPMENT</u>					
50-71-03 WATER TREATMENT PLANT	980.51	15,824.50	24,500.00	8,675.50	64.6
50-71-20 PUMPHOUSE EXPENSE	.00	.00	500.00	500.00	.0
50-71-30 CHEMICAL EXPENSE	122.90	752.90	1,700.00	947.10	44.3
50-71-40 WATER TESTING EXPENSE	23.00	2,589.33	900.00	(1,689.33)	287.7
50-71-55 LEAKS AND REPAIRS	12.97	21,914.44	10,000.00	(11,914.44)	219.1
50-71-60 TOOLS, & MAINTENANCE SUPPLIES	106.73	1,297.15	3,000.00	1,702.85	43.2
50-71-70 REPAIR & MAINTAIN EQUIPMENT	209.75	780.40	7,000.00	6,219.60	11.2
50-71-80 GASOLINE & OIL	147.41	1,492.87	2,000.00	507.13	74.6
50-71-85 WATER TANKS	12.59	8,378.82	3,000.00	(5,378.82)	279.3
50-71-87 VEHICLE RENTAL PAYMENT	696.00	6,264.00	8,352.00	2,088.00	75.0
50-71-90 DITCH MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
50-71-95 FEMA PROJECT	94,771.80	297,593.57	500,000.00	202,406.43	59.5
TOTAL PLANT & EQUIPMENT	97,083.66	356,887.98	561,952.00	205,064.02	63.5
<u>CONTRACTUAL FEES</u>					
50-72-03 ENGINEERING FEES	.00	.00	5,000.00	5,000.00	.0
50-72-10 LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
50-72-20 INSURANCE FEES	.00	10,202.64	9,960.00	(242.64)	102.4
50-72-30 MEMBERSHIP DUES	27.55	1,084.72	1,300.00	215.28	83.4
50-72-40 AUDITOR FEES	.00	3,240.00	3,240.00	.00	100.0
50-72-60 HASP MEMBERSHIP DUES	.00	.00	10,000.00	10,000.00	.0
TOTAL CONTRACTUAL FEES	27.55	14,527.36	34,500.00	19,972.64	42.1

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

FAIRPLAY WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSE</u>					
50-73-03 OFFICE EXPENSE	95.96	1,423.50	750.00	(673.50)	189.8
50-73-10 POSTAGE EXPENSE	129.26	1,272.80	2,000.00	727.20	63.6
50-73-20 TELEPHONE EXPENSE	107.42	894.64	1,500.00	605.36	59.6
50-73-30 PUBLISHING EXPENSE	.00	552.19	700.00	147.81	78.9
50-73-40 WATER METERS	.00	.00	1,000.00	1,000.00	.0
50-73-50 BANK/CREDIT FEES	347.23	1,920.19	2,100.00	179.81	91.4
50-73-60 COMPUTER/SOFTWARE/SUPPORT	219.75	3,927.69	7,500.00	3,572.31	52.4
50-73-90 SHOP UTILITIES	1,230.50	10,198.97	20,000.00	9,801.03	51.0
TOTAL OPERATION EXPENSE	2,130.12	20,189.98	35,550.00	15,360.02	56.8
<u>901 MAIN STREET</u>					
50-80-80 RENT 901 MAIN STREET	.00	12,397.00	12,397.00	.00	100.0
TOTAL 901 MAIN STREET	.00	12,397.00	12,397.00	.00	100.0
TOTAL FUND EXPENDITURES	112,205.56	516,910.24	969,010.00	452,099.76	53.3
NET REVENUE OVER EXPENDITURES	80,908.52	(36,530.21)	(23,691.00)	12,839.21	(154.2)

TOWN OF FAIRPLAY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

FAIRPLAY SANITATION-GENERAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
60-48-05 AD VALOREM TAX	2,118.53	122,301.59	125,717.00	3,415.41	97.3
60-48-10 SO TAX	183.89	12,283.82	15,000.00	2,716.18	81.9
60-48-15 DELINQUENT TAX	.00	2,025.84	.00	(2,025.84)	.0
60-48-20 INTEREST	68.91	461.69	.00	(461.69)	.0
TOTAL SOURCE 48	2,371.33	137,072.94	140,717.00	3,644.06	97.4
TOTAL FUND REVENUE	2,371.33	137,072.94	140,717.00	3,644.06	97.4

TOWN OF FAIRPLAY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

FAIRPLAY SANITATION-GENERAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
60-75-02 GO BOND PAYMENT-PRINCIPAL	.00	70,358.78	140,717.00	70,358.22	50.0
TOTAL DEBT SERVICE	.00	70,358.78	140,717.00	70,358.22	50.0
TOTAL FUND EXPENDITURES	.00	70,358.78	140,717.00	70,358.22	50.0
NET REVENUE OVER EXPENDITURES	2,371.33	66,714.16	.00	(66,714.16)	.0

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

FAIRPLAY SAN ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WASTEWATER REVENUES</u>					
61-43-05 WASTEWATER USER FEES	54,897.00	489,790.54	645,600.00	155,809.46	75.9
61-43-10 WASTEWATER USER FEES-LIEN COL	.00	1,423.20	3,650.00	2,226.80	39.0
61-43-20 WASTEWATER USE FEES-LIEN INTER	.00	12.22	50.00	37.78	24.4
61-43-50 LATE CHARGES	750.00	6,132.94	7,000.00	867.06	87.6
61-43-60 PLANT INVESTMENT FEE	.00	23,553.00	.00	(23,553.00)	.0
TOTAL WASTEWATER REVENUES	55,647.00	520,911.90	656,300.00	135,388.10	79.4
<u>MISCELLANEOUS REVENUE</u>					
61-46-10 INTEREST	.00	12,337.97	15,000.00	2,662.03	82.3
61-46-20 MISCELLANEOUS REVENUE	.00	1,153.00	500.00	(653.00)	230.6
TOTAL MISCELLANEOUS REVENUE	.00	13,490.97	15,500.00	2,009.03	87.0
TOTAL FUND REVENUE	55,647.00	534,402.87	671,800.00	137,397.13	79.6

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

FAIRPLAY SAN ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMPLOYEE EXPENSES</u>					
61-70-01 SALARIES	9,582.12	83,928.58	113,180.00	29,251.42	74.2
61-70-02 ICMA RC RETIREMENT	225.00	2,049.11	3,820.00	1,570.89	56.6
61-70-11 SS/MEDICARE EXPENSE	726.95	6,370.41	8,658.00	2,287.59	73.6
61-70-12 UNEMPLOYMENT EXPENSE	28.63	251.26	340.00	88.74	73.9
61-70-13 EMPLOYEE HEALTH INSURANCE	2,719.52	21,284.37	32,544.00	11,259.63	65.4
61-70-14 WORKER'S COMPENSATION	.00	2,597.00	2,597.00	.00	100.0
61-70-50 EDUCATION - WW OPERATORS	.00	186.57	1,000.00	811.43	18.9
TOTAL EMPLOYEE EXPENSES	13,262.22	116,669.30	161,939.00	45,269.70	72.1
<u>PLANT & EQUIPMENT</u>					
61-71-03 COLLECTION SYSTEM MAINTENANC	6.99	1,548.24	50,000.00	48,451.76	3.1
61-71-04 UTILITIES	3,909.86	42,148.32	53,000.00	10,851.68	79.5
61-71-10 DISCHARGE/PERMITS	.00	2,825.00	3,000.00	175.00	94.2
61-71-30 CHEMICAL & SUPPLIES EXPENSE	.00	462.27	2,500.00	2,037.73	18.5
61-71-40 TESTING EXPENSE	546.08	8,049.54	6,000.00	(2,049.54)	134.2
61-71-50 SLUDGE REMOVAL	.00	30,380.20	40,000.00	9,819.80	76.0
61-71-55 REPAIRS & MAINTENANCE	2,270.31	24,961.49	35,000.00	10,038.51	71.3
61-71-60 TOOLS, & MAINTENANCE SUPPLIES	94.11	94.11	.00	(94.11)	.0
61-71-67 TRASH	75.00	715.00	900.00	185.00	79.4
61-71-80 GASOLINE & OIL	145.79	1,489.36	1,500.00	10.64	99.3
61-71-85 VEHICLE EXPENSE	232.00	2,088.00	2,784.00	696.00	75.0
TOTAL PLANT & EQUIPMENT	7,280.14	114,761.53	194,684.00	79,922.47	59.0
<u>CONTRACTUAL FEES</u>					
61-72-03 ENGINEERING FEES	.00	.00	2,500.00	2,500.00	.0
61-72-10 LEGAL FEES	1,920.00	19,026.00	2,500.00	(16,526.00)	761.0
61-72-20 INSURANCE FEES	.00	.00	7,100.00	7,100.00	.0
61-72-30 MEMBERSHIP DUES	.00	275.00	500.00	225.00	55.0
61-72-40 AUDITOR FEES	.00	4,400.00	4,400.00	.00	100.0
TOTAL CONTRACTUAL FEES	1,920.00	23,701.00	17,000.00	(6,701.00)	139.4

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

FAIRPLAY SAN ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSE</u>					
61-73-01 ELECTION EXPENSE	.00	.00	2,000.00	2,000.00	.0
61-73-03 OFFICE EXPENSE	.00	1,573.25	1,500.00	(73.25)	104.9
61-73-05 MISCELLANEOUS	17.10	73,623.82	2,500.00	(71,123.82)	2845.0
61-73-10 POSTAGE EXPENSE	135.27	1,243.49	2,400.00	1,156.51	51.8
61-73-20 TELEPHONE EXPENSE	258.45	2,149.90	2,100.00	(49.90)	102.4
61-73-30 PUBLISHING EXPENSE	.00	2,173.54	150.00	(2,023.54)	1449.0
61-73-40 LOCATES	27.55	147.90	500.00	352.10	29.6
61-73-50 BANK/CREDIT CARD FEES	347.23	1,920.23	1,600.00	(320.23)	120.0
61-73-60 COMPUTER/SOFTWARE/SUPPORT	219.75	1,977.75	4,000.00	2,022.25	49.4
61-73-70 TREASURER FEES	65.62	3,679.59	5,000.00	1,320.41	73.6
61-73-90 CONTINGENCY	.00	.00	20,000.00	20,000.00	.0
61-73-95 CAPITAL IMPROVEMENTS	.00	28,298.10	43,000.00	14,701.90	65.8
TOTAL OPERATION EXPENSE	1,070.97	116,787.57	84,750.00	(32,037.57)	137.8
<u>DEBT SERVICE</u>					
61-75-02 REVENUE BOND-INTEREST	.00	73,358.75	146,718.00	73,359.25	50.0
61-75-04 REVENUE BOND-PRINCIPAL	.00	626,477.96	125,000.00	(501,477.96)	501.2
TOTAL DEBT SERVICE	.00	699,836.71	271,718.00	(428,118.71)	257.6
TOTAL FUND EXPENDITURES	23,533.33	1,071,756.11	730,091.00	(341,665.11)	146.8
NET REVENUE OVER EXPENDITURES	32,113.67	(537,353.24)	(58,291.00)	479,062.24	(921.9)



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Clerk
RE: Oath of Office for Police Chief
DATE: October 11, 2018

Marcus Woodward will be at the meeting on Monday to get sworn in as the new Police Chief for the Town of Fairplay. His official start date will be Monday, October 22, 2018. We are all looking forward to working with Marcus. The Mayor will swear him in.

Officer Bo Schlunsen

FAIRPLAY POLICE DEPARTMENT



To: Fairplay Board of Trustees
From: Acting Police Chief Bo Schlunsen
Date: 11 October, 2018
Re: Citizen Recognition

I am going to recognize two youths, Taylor Neer and Steven Holland, who found a handgun and ammunition in a soft case at Cohen Park on 10-4-18. The two waved me down as I passed and took me to the weapon. I want to recognize their doing the right thing by notifying me and possibly preventing a tragedy. The weapon appears to have been there for a while.

I will be presenting both with a letter of commendation and \$25 Subway gift cards. This should take perhaps five minutes during the BOT meeting of 10-15-18.



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



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Clerk
RE: Resolution No. 35 – Attorney Services
DATE: October 11, 2018

This is the Engagement Letter with Paul Wisor of Garfield & Hecht P.C. for Town Attorney services for the Town. Paul will be at the meeting to further discuss any details of the arrangement. Staff recommends approval of the agreement and is looking forward to working with Paul. The Mayor will swear in Paul as Town Attorney upon approval of Resolution No. 35.

Recommended Action:

Motion to approve Resolution No. 35, series of 2018. This will require a second and a roll call vote.

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 35
(Series of 2018)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH GARFIELD & HECHT, P.C. FOR MUNICIPAL ATTORNEY SERVICES FOR THE TOWN OF FAIRPLAY AND APPOINTING PAUL WISOR AS TOWN ATTORNEY.

WHEREAS, Paul Wisor of Garfield & Hecht, P.C., has submitted a proposal for municipal attorney services for the Town of Fairplay and wishes to enter into an agreement with the Town to provide these services; and,

WHEREAS, the Board of Trustees has reviewed the engagement letter and fee agreement and desires to enter into an agreement with Garfield & Hecht, P.C. for the services specified in the Engagement Letter; and,

WHEREAS, Sec. 2-3-10 of the Municipal Code authorizes and directs the Board of Trustees to appoint town officers, including Town Attorney, 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 Paul Wisor is hereby appointed as Town Attorney and that the Mayor and/or Town Administrator is authorized to enter into this agreement between the Town of Fairplay and Garfield & Hecht, P.C. as described in the Engagement Letter, attached hereto as "Exhibit A", and to execute the same on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 15th day of October, 2018.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

AVON OFFICE
0070 Benchmark Road
Post Office Box 5450
Avon, Colorado 81620
Telephone: (970) 949-0707
Facsimile: (970) 949-1810

GARFIELD & HECHT, P.C.
ATTORNEYS AT LAW
Since 1975
www.garfieldhecht.com

October 8, 2018

VIA EMAIL

Town of Fairplay
Attn: Tina Darrah, Town Administrator
901 Main Street
Fairplay, CO 80440

Re: LEGAL REPRESENTATION AND FEE AGREEMENT

Dear Ms. Darrah:

1. **Scope of Engagement; You Hire Us To Act As Your Attorney:** Thank you for the opportunity to represent the Town of Fairplay (the "Town") as its Town Attorney. If, during or after such representation, you request that we represent you on other matters including any entity which you own or control, this letter will also serve as our agreement as to such other matters. This agreement also covers legal services pertaining to the subject matter hereof rendered prior to your signing this letter. Please note we are not business or investment advisers and do not make decisions or give advice as to whether or not it would be advantageous, profitable or otherwise in your best interests to engage in any particular transaction. Where we represent you in connection with the purchase, sale, financing, lease or any other transaction involving property, such representation does not extend to identifying physical or environmental defects or conditions; our review of title matters is circumscribed by those items listed and produced as exceptions to and requirements of title by the particular title company selected by the parties to the transaction and we may rely, without further inquiry, on reports, studies or investigations provided by third party professionals, such as surveyors, home inspectors or title companies. Where our representation arises through a referral from another attorney, we assume no responsibility for acts or omissions on the part of such prior attorney. After completion of this engagement, changes may occur in the applicable laws or regulations that may impact your future rights or liabilities. Unless you specifically engage us to provide additional services after the completion of this engagement, we do not undertake to advise you with respect to future legal developments relating to this engagement.

2. **Fees and Staffing; We Bill By The Hour:** We will bill the Town on a tiered structure. Paul F. Wisor will bill the Town for Town work at a rate of \$185 per hour and associates will bill the Town at a rate of \$175 per hour. For all work provided on behalf of the Town subject to reimbursement to the Town by developers or other third parties, Mr. Wisor will bill at a rate of \$225.00 per hour and associates will bill at a rate of \$195.00. From time to time, we may assign other lawyers, primarily associates, or paralegals for discrete tasks. We agree to keep records of all time spent. We will not charge for travel time to attend one regular Town Board meeting per month and would charge at half the regular rate for additional travel if needed. Unless otherwise advised, you will be billed monthly. Unless otherwise agreed, you will be billed for professionals' time at increments of 1/10th hour. Our rates and

fees are based on factors set forth in Rule 1.5(a) of the Colorado Rules of Professional Conduct, applicable to all Colorado attorneys. We periodically review and adjust the hourly rates of our attorneys, paralegals or other timekeepers in response to rising costs, market conditions or other factors law firms typically take into account. By this letter you approve adjustments that do not exceed annually ten percent (10%) over the hourly rate initially quoted to you. Any estimate given regarding fees or costs of your matter are preliminary in nature and unless agreed otherwise are not binding on us and should not be relied upon. Actual fees and costs of your matter may vary substantially from estimates. Where we represent you in connection with the sale or purchase of real estate or other transaction where a settlement statement may be utilized, you authorize us to add a line item for the balance of our legal fees to be paid out of the closing. However, such payment does not always constitute full payment of our legal fees. At the time of closing it may not be possible to have accounted for all our legal fees, especially if incurred a couple of days before or on day of closing or in attending to post-closing matters. You agree to remain responsible for all such fees. Nothing herein shall be construed as to constitute a multiple fiscal year obligation of the Town under Article X, Section XX of the Colorado Constitution or any other provision of Colorado law.

3. **Expenses; You Will Reimburse Us For Expenditures On Your Behalf:** You agree to pay promptly for such legal services and to pay all expenses incurred in connection therewith, such as long distance, court reporters, data compilation and management, office copying service, postage, Federal Express or other overnight carriers, filing, recording fees, secretarial overtime, and the like allocated to your legal matter. We may also incur travel, mileage, lodging and subsistence expenses for your legal matter for which you are also responsible. In certain matters, we will need to retain consultants, vendors and experts on your behalf. You authorize us to incur costs on your behalf, but we are not required to do so. We will attempt to obtain your consent before incurring costs in excess of \$500.00, but you understand that circumstances may make it impractical to obtain your consent before incurring such costs. You agree that you are solely responsible for any costs incurred on your behalf. In lieu of advancing costs, we may request funds from you for the payment of anticipated costs, which will be kept in our COLTAF account until the costs are incurred. These payments or requested funds for payment must be paid promptly.

4. **Litigation; We Cannot Guarantee Success:** If our representation of you involves a contested or adversarial matter, we intend to assert your position vigorously and efficiently. However, you must understand that, in representing any client in a contested or adversarial matter, we cannot promise or guarantee the ultimate success of your position, whether in a lawsuit, arbitration or any other forum. Our performance also depends, in large part, upon your cooperation and particularly upon prompt receipt of information and instructions from you from time to time as the matter progresses. Further, the level of activity may, in large measure, depend on the steps the other parties may take and their willingness, if any, to resolve your dispute without a full-scale trial. We hereby advise you of the existence of alternative forms of dispute resolution which might reasonably be pursued to attempt to resolve the legal dispute or to reach the legal objective sought.

5. **Payment; We Charge Interest On Late Payment:** If you are billed for any legal services or expenses, you agree that payment must be made within 30 days of the date of any such bill. You will be charged compounded interest at a periodic monthly rate of 1.5% (this is an annual percentage rate of

18%) on any balance unpaid after 30 days, but in no event less than a 1.5% periodic monthly rate. In cases of our representation of a corporation or other business entity, your signature below constitutes your undertaking to be personally responsible for all statements rendered to such entities in the course of our representation. Unless otherwise agreed, where there are multiple clients, we look to each for full payment of our bills without having to wait for the others to pay their share pursuant to any arrangement that may exist among them. In the event that you do not pay an invoice within forty-five (45) days and no information is brought to our attention regarding a dispute as to the amount owed, we may elect to take legal action including a collection lawsuit to recover our unpaid legal fees and costs and accrued interest. Under such circumstances you agree to pay our reasonable legal fees and costs incurred in such collection activity and you further agree to submit to the jurisdiction of the County or District Court in Colorado of the county in which our office is located where the primary legal services were provided as reasonably determined by us.

6. **Withdrawal; We Reserve The Right To Withdraw, You May Always Terminate Us:**

By written notice, we may withdraw as your counsel for reasons including, but not limited to, failure to pay fees or expenses, failure to cooperate with the firm, conflicting communications where there is more than one client and those mandated by the Colorado Rules of Professional Conduct or otherwise provided in this agreement. If permission for withdrawal from employment is required by court rules, the firm shall withdraw upon receiving permission from the court; and you agree to pay all legal fees until such permission is obtained or otherwise incurred incident to the winding up and conclusion of your representation. Upon withdrawal, you shall immediately pay any remaining balance owed on your account. You may also terminate our employment by notifying us in writing. The firm reserves its right to assert a retaining lien or charging lien, as appropriate, on any unpaid balance.

7. **Privacy; Your Assurance Of Confidentiality, When Disclosures Are Permitted:**

Subject to professional and ethical standards, all communications between us are protected by the attorney-client privilege. This privilege may be waived by you if you share the communications or advice with third parties. We advise you not to share or disclose attorney-client communications to any third parties without first consulting us. Additionally, we advise that you avoid posting any information related to the scope of our representation on social media, as this may result in a waiver of the attorney-client privilege. Any information that you post on social media may be discoverable by adverse parties; we advise you to avoid posting any information related to the scope of our representation or your underlying legal matter on social media. Confidential information may be shared by us with other attorneys, paralegals, contract attorneys or legal assistants and outside consultants retained on your behalf whose services are necessary in the course of our representation. Confidential information may also be disclosed by us to third parties where such disclosure is implied from the legal services you have requested us to provide such as our outside ethics counsel or our IT provider. We protect all such information with physical, electronic, and procedural safeguards that comply with our professional standards. If we are representing multiple clients in this matter, it is your responsibility to advise us if any information you may give us is confidential. Otherwise, all relevant communications received from you may be disclosed to other clients we represent in this matter.

8. **Insurance; We Are Not Responsible For Insurance You May Have:** It is possible you may have insurance policies relating to the matter wherein you have requested our assistance. You should

carefully check all policies and, if coverage may be available, notify the insurance company about the matter as soon as possible. We do not undertake any responsibility to advise you as to the existence, applicability or availability of any insurance coverage or to give notice or tender any claims to any insurance company for any of the matters being handled by this firm. If any insurance company undertakes the payment of any portion of our billing statements, you will still remain responsible for any amounts not paid by the insurance company. Finally, if there is insurance involved in any transaction where we represent you, it is your responsibility to determine whether or not the underwriter has adequate resources to pay any claim. We are not financial analysts, and we do not have the expertise to advise you as to the financial condition of any underwriter or insurance agent.

9. **Conflicts of Interest; Conflict Checks; Conflicts That May Arise Later and Waivers:**

To protect both of us and to comply with our professional obligations, our representation is subject to clearance of any conflicts of interest with present or former clients of our firm, as well as approval by the firm's management which reviews all new matters. Conflicts of interest may also arise at some later date. If a conflict arises through no fault of our law firm, for example, as a result of a merger or acquisition you enter, you agree that such circumstances will not be a basis to disqualify us in this or any other matter. If a conflict arises because a particular lawyer joins our firm, you agree that it will be a sufficient remedy to screen such lawyer or lawyers from our engagement(s) for you, including any relevant documents. This firm represents many companies and individuals. It is possible that during the time we are representing you, some of our current or future clients will have disputes or transactions with you. You agree that we may continue to represent or undertake in the future to represent existing or new clients in any matter, including litigation, even if the interests of such other clients in such other matters are directly adverse to yours, so long as those matters are not substantially related to our work for you.

10. **File Retention Policy; When Your Files May Be Disposed Of:** The firm reserves the right to dispose of any file four (4) years after the legal matters described therein have been resolved or four (4) years after the last work on the matter has been performed, whichever is first. If you wish to obtain your file, you must do so by written request within said four (4) year period. You agree to be responsible for the shipping and handling charges incurred in forwarding these files to you or to any third party you may designate.

11. **Dispute Resolution; We Will Try To Resolve Disputes By Mediation And If Not Successful Then By Arbitration:** In the event of any dispute, controversy or claim (a "**Dispute**") arising from or relating to (1) this agreement or breach thereof, including a dispute as to the amount owed for legal fees or (2) any representation or services provided by the firm including possible malpractice where the Dispute cannot be resolved by direct discussions between the parties, you and this firm agree to first endeavor to resolve the Dispute by mediation before resorting to arbitration. Mediation may be initiated by written notice by either party who has authority to resolve the Dispute. If the Dispute is not resolved within sixty (60) days after the beginning of mediation then, upon written notice by either party to the other, the dispute shall be finally resolved by binding arbitration conducted by, and in accordance with the rules of the Judicial Arbitrator Group, Inc., or, if such entity is no longer functioning, its successor or such other entity most nearly performing the same function in Colorado as we may reasonably determine. BY AGREEING TO ARBITRATION THIS FIRM AND YOU AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY. On balance we believe arbitration is a worthwhile way to resolve Disputes because it

can be done expeditiously and with less expense than litigation. The place of mediation and arbitration shall be in the county in Colorado in which our office is located where the primary legal services were provided as reasonably determined by us. Except as may be required by law, a party, mediator or arbitrator may not, with respect to a Dispute, disclose the existence, content or results of any discussions, mediation, or arbitration hereunder without the prior written consent of both parties, and the process of discussions, mediation, if necessary, and arbitration, if necessary, shall, to the fullest extent allowed by law, be the sole means of resolving any Disputes. If we prevail in the arbitration, you agree to pay our reasonable attorney fees and costs incurred. As to non-payment of legal fees only, and provided neither party has requested mediation or arbitration, we reserve the right to file a collection lawsuit. If we have commenced a collection lawsuit for legal fees owed and in the course of that litigation you raise any matters that are required to be resolved in accordance with the dispute resolution procedures set forth herein, we shall dismiss or stay the litigation and submit the dispute to these resolution procedures.

12. **E-Mail Alerts; Website:** If you have provided us with your e-mail or mailing address, we may periodically send to you via e-mail or regular mail alerts involving firm news or changes in laws. If you do not wish to receive these alerts, please let us know, and we will omit your name from our distribution list. Sending such alerts is solely a courtesy to our clients and does not give rise to any duty on our part to keep you informed of changes in laws or constitute legal advice. Documents we send you by e-mail (whether or not containing confidential information) will not be encrypted unless you request us, in writing, to encrypt outgoing e-mail and we are able, without significant additional cost, to agree with you and implement mutually-acceptable encryption standards and protocols. We make reasonable attempts to exclude from our e-mails and any attachments any virus or other defect that might affect any computer or information technology system. However, it is your responsibility to put in place measures to protect your computer system against any such virus or defect, and we do not accept any liability for any loss or damage that may arise from the receipt or use of electronic communication from us. If you are a corporation or other form of entity, your signature below constitutes a consent to include your name in the Representative Client listing appearing on our website. We never post the names of individuals on the list. If you do not wish to have your name appearing on the listing, please let us know.

Please acknowledge your acceptance of the terms set forth herein by executing this letter and returning it to the undersigned in the self-addressed, stamped envelope provided, or send it back in electronic format. We look forward to working with you.

Very truly yours,
GARFIELD & HECHT, P.C.

By: _____
Paul F. Wisor

AGREED TO:

Tina Darrah, Town Administrator
Town of Fairplay

If a different billing address is not provided below the address at the beginning of this engagement letter will be used for billing purposes. You may also elect to have your billing emailed to you. Please select your preferred method of delivery below.

Billing Mailing Address:

E-Mail – Billing E-mail Address:

G&H Proposed Fee Structure

Garfield & Hecht offers a discounted fee structure for all of our local government clients and bill by the hour. Many of our municipal clients use a two-tiered structure with a slightly higher, but still below-market, rate for charge-backs to land use applicants. This allows us to keep the general fee lower. Our current municipal fee structure is as follows:

<u>Attorney</u>	<u>Town Rate</u>	<u>Developer Reimbursable Rate</u>
Paul Wisor	\$185.00	\$225.00
David McConaughy	\$185.00	\$225.00
John Belkin	\$185.00	\$225.00
Mary Elizabeth Geiger	\$175.00	\$225.00
Nicole Garrimone-Campagna	\$175.00	\$225.00
Haley Carmer	\$175.00	\$195.00
Sarah Oszczakiewicz	\$175.00	\$195.00

Paralegal rates are \$90.00 per hour.

These rates represent a discount from our private client rates, which are as high as \$525/hour for some of our most experienced attorneys. If any other attorney with G&H provides any services to the Town within his or her particular expertise, the maximum billing rate would not exceed the rate for Mr. McConaughy and Mr. Wisor.

Our fees would not increase prior to January 1, 2020. We do reserve the right to increase our fees by an amount not to exceed 10% annually, although municipal rates have generally not adjusted that often in recent times.

We would not charge for travel time to attend one regular Town Board meeting per month and would charge at half the regular rate for additional travel if needed. We charge mileage at the IRS-approved rate. We charge for copies at \$0.20 per page.



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Resolution Approving PIIP Agreement with Hans Van Baal

DATE: October 11, 2018

Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with J. Van Baal for the 530 Front Street Carriage House Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$500 to complete repairs on the historic carriage house located at 530 Front Street. The property has paid in \$1,975 in property taxes over the last five years. You currently have \$1,933.50 remaining in your PIIP line item for 2018. The photos included with the application shows the current state of the carriage house. The estimate for completing the project is \$1000. Staff recommends approval.

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

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2018- 36

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 J. VAN BAAL FOR THE 530 FRONT STREET CARRIAGE HOUSE 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 J. Van Baal 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 15th day of October, 2018.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
(530 Front Street Carriage House Project)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (530 Front Street Carriage House Project) (hereafter referred to as the "530 Front Street Carriage House Project PIIP Agreement") is made and executed this 15th day of October, 2018, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and J. Van Baal (hereafter referred to as the "Owner").

WITNESSETH

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 530 Front Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by repairing the existing carriage house, which improvement will enhance the appearance of the Property and of the Town; and

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

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

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

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

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

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than November 1, 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.

10/11/18
PIIP AGREEMENT VANBAAL.DOC

3. **Cost of Project.** The estimated cost of the Project is One Thousand Dollars (\$1,000.00).

4. **Contractor.** The contractor performing the work is Don McBee. 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 Five Hundred Dollars (\$500) and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. Owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.

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

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

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

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

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

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

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

10/11/18

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: J. Van Baal
 P.O. Box 939
 Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

Tina Darrah, Town Clerk

OWNER:

J. Van Baal

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

HANS VAN BAAL

Name of Applicant (Must be Property Owner): ~~XXXXXXXXXX~~ FRONT STREET LLC

Property Address: 530 FRONT STREET

Mailing Address: PO BOX 939

Phone: 836-0833 CELL: 303 550-3502

Email: J.VANBAAL@MSN.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.):

REPAIR DOORS NEW HINGES

LEVEL DOORS, REENFORCE

Estimated Cost of Project: 700 - 1000⁰⁰

Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): 1975.73

Amount of Matching Funds from Applicant (must be at least 50% of the cost of the project): \$500

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:  Date: 10/4/18

**Don McBee
Carpenter**

October 10 2018

Contract:

**Repair Doors on the carriage house building
At 530 Front street, Fairplay CO. 80440**

**Labor: \$25.00 per hour
Plus material**

Estimated cost: \$700.00 and \$1,000.00

Invoice will be submitted at job completion.



Don McBee



Front Street LLC
J. Van Baal





MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Resolution Approving PIIP Agreement with Ellen Canchola

DATE: October 11, 2018

Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with Ellen Canchola for the 517/523 Front Street Sidewalk Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$1,950 to replace the existing wooden sidewalk in front of the building. The property taxes paid for this property over the last five years is \$2,955. You have \$ 1,433.50 remaining in your PIIP line item for 2018. Approval of this application will put you over budget by \$516.50. If approved we can amend the budget line item. The photos included with the application shows the current condition of the existing sidewalk. The estimate for the replacement of the sidewalk is \$3,900. Staff recommends approval.

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

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2018-37

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 ELLEN CANCHOLA FOR THE 517/523 FRONT STREET SIDEWALK 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 Ellen Canchola 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 15th day of October, 2018.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
(Ellen Canchola, dba Platte River Saloon, 517/523 Front Street)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (Platte River Saloon Sidewalk Project) (hereafter referred to as the "Platte River Saloon Sidewalk Project PIIP Agreement") is made and executed this 15th day of October, 2018, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Ellen Canchola, (hereafter referred to as the "Owner").

WITNESSETH

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 517/523 Front Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by installing new sidewalk decking in front of the building, which improvement will enhance the appearance of the Property and of the Town; and

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

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

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

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

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

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than November 1, 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.

10/11/18
PIIP AGREEMENT CANCHOLA.DOC

3. **Cost of Project.** The estimated cost of the Project is Three Thousand Nine Hundred Dollars (\$3,900.00).

4. **Contractor.** The contractor performing the work is Stone Mountain Services, whose address is PO Box 1251, Fairplay, CO, 80440. 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 One Thousand Nine Hundred Fifty Dollars (\$1,950) and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. Owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the Work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.

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

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

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

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

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

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

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

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

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

To the Owner: Ellen Canchola
 PO Box 2045
 Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

Tina Darrah, Town Clerk

OWNER:

Ellen Canchola

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): ELLEN CANCHUCA

Property Address: 517 + 523 FRONT STREET

Mailing Address: PO BOX 2045 FAIRPLAY CO 80440

Phone: 970 485 0027

Email: ellenfscanhuda@msn.com

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

Replace current sidewalk boards,
with new ones. Same exact look,
just new boards and stringers

Estimated Cost of Project: \$ 3900.00

Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): \$ 1950.00

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

\$ 1950.00

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:  Date: 9/23-18

Stone Mountain Services
P.O Box 1251
Fairplay, CO, 80440

Page No. 1 of 1

PROPOSAL

PROPOSAL SUBMITTED TO Ellen Canchoia dba. Platte River Saloon		TODAY'S DATE 10/09/2018	DATE OF PLANS/PAGE #'S 10/09/2018
PHONE NUMBER 970-485-0026	FAX NUMBER	JOB NAME Platte River Saloon	
ADDRESS, CITY, STATE, ZIP 517 Front Street, Fairplay, CO, 80440		JOB LOCATION same	

We propose hereby to furnish material and labor necessary for the completion of:

Remove existing 8x53 wood deck and replace with new 8x53 deck using 2x6 PT lumber. Headers and stringers to be 2x6 & 2x4 PT. We also propose to grade and gravel underneath the deck to provide positive drainage away from structure.

This proposal is good for 45 days from 10-9-2018

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:
Three Thousand and 00 dollars (**\$3,900.00**)

Payment as follows: Payment upon completion

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized Signature Bruce Phillips

Note: this proposal may be withdrawn by us if not accepted within 45 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____







MEMORANDUM

TO: Mayor and Board of Trustees

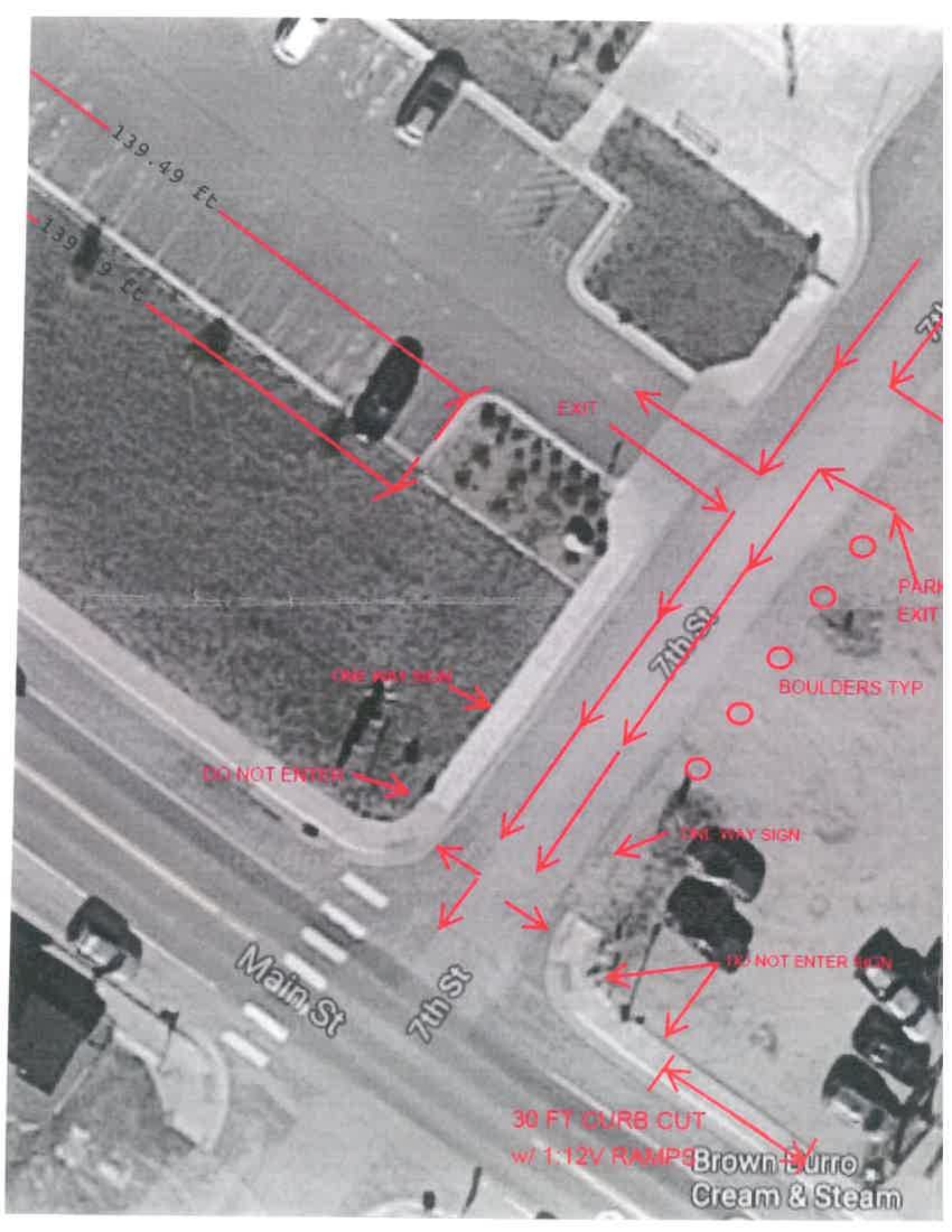
FROM: Tina Darrah, Town Administrator/Clerk

RE: Discussion/Direction Regarding Changes to the section of 7th Street Between Hathaway and Main Streets and Potential Use of PIIP Funds for Portion of Curb Cut Installation Costs at Brown Burro

DATE: October 11, 2018

Mayor Just will be presenting this item as he has been instrumental in leading the effort to increase traffic and pedestrian safety on Hathaway and 7th Streets as they surround the school property. I am including a map showing his proposed solution, which includes making 7th Street from Hathaway to Main Street one-way the whole way rather than only from Hathaway to the alleyway. As part of this proposal, he has spoken to both the Brown Burro and the school about the need for better access from Main Street in to the Brown Burro parking lot adjacent to 7th Street. This would entail a curb cut to make the parking lot easier to get into from Main Street (without having to have a high-clearance vehicle). The approximate cost of this curb cut is \$8,000. The Brown Burro is willing to pay half the cost (approx. \$4,000), with the rest of the cost being split between the school and the Town. We thought the Town's share (approx. \$2,000) would be a likely candidate for PIIP funds. The Brown Burro has paid in \$6,876 over the last five years in property taxes. In the event that the two PIIP's on this agenda are approved, you will have gone over the \$20,000 originally placed in the PIIP line item for 2018 by \$516. If you were to authorize this project we would amend that line item to show PIIP expenditures in the amount of \$22,516 for 2018 (\$2,516 over budget).

The Mayor and staff are looking for direction from the Board regarding the traffic changes proposed and the funding mechanism for the curb cut, if approved.



139.49 ft

139.9 ft

EXIT

PARK
EXIT

ONE WAY SIGN

DO NOT ENTER

BOULDERS TYP

ONE WAY SIGN

DO NOT ENTER SIGN

30 FT CURB CUT
w/ 1:12V RAMPS

Brown Burro
Cream & Steam

Main St

7th St

7th St



Edith Teter Elementary School

Audiology

219-49

Main St

Main St

2nd St

2nd St

2nd St

2nd St

2nd St

2nd St

2nd St

2nd St

2nd St

2nd St

2nd St

2nd St

2nd St

Timber Wolf Realty

Brown Burrs Cream & Steam

IMPROVED LOT OUT ONLY

BOULEVARD RVT

LOVE RVT SHOP

2nd St

2nd St

25-07



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt, Town Treasurer
RE: 2018 Amended Budget and 2019 Preliminary Budget
DATE: October 11, 2018

You will notice that there is nothing in your packet regarding the 2018 amended and 2019 preliminary budget. I have prepared budget workbooks for each of you as in the past and will pass those out at the meeting. The first public hearing for the budget will be held on November 5th at 6 pm and I will discuss dates for budget work sessions with you.

**PUBLIC WORKS
MONTHLY STAFF REPORT
September 2018**

Wastewater Treatment Plant Performance September 2018

Influent flow: Treatment Plant Design flow 0.3 MGD.

Average Flow	0. 10MGD	% Capacity 33%
Maximum Flow	0. 15MGD	% Capacity 50%

BOD		
Influent 1332 mg/l	Effluent <2 (BDL)	%Removal 100%

Suspended Solids		
Influent 344 mg/l	Effluent <5 (BDL)	%Removal 99.985%

Ammonia		
Influent 38.72 mg/l	Effluent .05 mg/l	% Removal 99.9987%

E.coli

Limit: 2,000 Average Geometric mean/ 4,000 Maximum Geometric Mean		
Colonies	Effluent <1 (BDL) Colonies	% Removal 99.9995%

Wastewater system

Wastewater plant ran exceptionally well this month. Lab results were very similar to last month. E.coli is below detectable limits.

Water System

FEMA has completed the repairs on the Water Plant reservoir. We have found three leaks in town, all three have been repaired. Leak at Middle Fork RV has been repaired and was the sizeable leak we had been looking for. Pumped volume and billed volume now make sense.

Public Works

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

All project complete except final paperwork and collection from FEMA.

- 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.

I will work on routine schedule for clean-up. Currently Public works is working on an ongoing list of items that need to be cleaned up.

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

I will work on a plan for on-going maintenance and capital improvements during the 4th quarter of this year.

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

Vaughn hasn't had much time to complete these SOP's and Operations Manuals. Vaughn estimates that he is half finished writing SOP's and O&M for all aspects of Public Works duties.

- 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

Electrical upgrades have been done to 5th street. Electrical contractor has taken over getting Front street through Xcel and getting the work completed.

- Install two new fire hydrants per 2016 budget.

Work Complete.

- 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. Currently, she has received 125 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.

First meeting public meeting was held and follow up meetings are scheduled.

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

I will be handling this with Tina. I will solicit input from Gerrits as needed.

- 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.

Mountain Peak Controls is working on a quote for labor and parts to complete the SCADA system to control the variable speed pumps remotely. Russ with Mountain Peaks to be out the middle of October to complete the quote for this work.

- Complete sludge removal.

Sludge dewatering and disposal has been completed

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

Installation of rubber mats requires a concrete or asphalt base slab sloped 2% to drain. The quantity of rubber mats is 400 sf and the need for lower play area is over 1600 sf. Completing just the lower area play area will not make the park ADA compliant. The cost to complete the lower play area is most likely over \$100k. It was decided to not proceed with installation of rubber mats and sell the rubber mats.

- Obtain Level "C" Wastewater certification 2018 and if possible obtain level 'B'.

Vaughn Mead took his C test on September 21st waiting for results late October or early November.

- Paint Town Hall by contracting out painting services.

Work is complete.

- Finish installing and repairing radio compatible water meters.

We have 10 meters and radios to repair, program or replace. Vaughn is working on these and should be completed by the end of October.

- Bid out and complete 2018 roadway overlays.

Paving was completed on June 12th and shouldering has been completed.

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

Vaughn is making calls and tracking the remainder of the spare parts that have not arrived.

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

Gerrits is the lead on these projects. These project will be completed the 4th quarter of this year.

Name	Address	Type	Date	Dollars
Mick Brewery	297 1/2 HWY 9	Bld Permit	03/07/18	\$165.00
Toepfer	615 Bogue Street	Bld Permit	06/13/18	\$165.00
Stimson	200 1/2 Castello Ave	Bld Permit	06/19/18	\$811.80
Shane	701 Clark Street	Bld Permit	05/30/18	\$4,276.80
Mears, Jeff	1190 Meadow Dr.	Bld Permit M & S	08/10/18	\$1,603.80
Canchola	517 Front Street	Bld Permit Remodel	04/13/18	\$330.00
Wittbrodt	730 Main Street	Bld Permit Remodel	09/18/18	\$165.00
Finley, Buck	1139 Bullet Rd.	COA Permit	01/10/18	N/A
Mc Mahon	200 6th Street	COA Permit	01/19/18	N/A
Mick Brewery	297 1/2 HWY 285	COA Permit	03/07/18	N/A
Forsberg	726 Main Street	COA Permit	03/14/18	N/A
McMahon	200 6th Street	COA Permit	04/03/18	N/A
Stanley	490 Bogue Street	COA Permit	04/18/18	N/A
Reeves	791 Hathaway street	Fence Permit	05/01/18	\$44.00
Boulet	383 8th Street	Fence Permit	08/24/18	\$44.00
Mc Mahon	200 6th Street	Mechanical Permit	01/31/18	\$55.00
G&S Davis (Brown Burro)	706 Main Street	Mechanical Permit	01/31/18	\$55.00
Toepfen	615 Bogue Street	Reroof Permit	04/13/18	\$110.00
Stoinski	1150 Castello Ave	Reroof Permit	04/19/18	\$110.00
Carpenter	720 Front Street	Reroof Permit	05/22/18	\$110.00
Griesing	511 HWY 285	Reroof Permit	05/24/18	\$110.00
Reisbeck	599 8th Street	Reroof permit	05/29/18	\$110.00
Sexson	523 Main Street	Reroof Permit	06/13/18	\$110.00
Osborn	805 Crawford Lane	Reroof Permit	07/03/18	\$110.00
Junot	920 Hathaway Lot #5	Reroof Permit	08/23/18	\$110.00
Swiss Aire Cond.	620 Main Street	Reroof Permit	09/15/18	\$110.00
McMahon	200 6th Street	Reside Permit	04/03/18	\$110.00
Beitscher	872 Trout Creek Dr.	Reside permit	08/14/18	\$110.00
Peter Lynn	851 Hathaway	Reside Permit	03/13/18	\$110.00
Debonis	21970 HWY 285	Sign Permit	01/03/18	\$100.00
Finley, Buck	1139 Bullet Rd.	Sign Permit	01/10/18	\$25.00
Mc Mahon	200 6th Street	Sign Permit	43119	\$25.00

Year Totals

\$9,185.40

