

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, July 1, 2019 at 6:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay Colorado**

- I. CALL TO ORDER OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES AT 6:00PM**
- 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** –June 17, 2019.
 - B. APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$61,853.53
- VI. CITIZEN COMMENTS**
- VII. UNFINISHED BUSINESS**
 - A.** Other Discussion Items
- VIII. NEW BUSINESS**
 - A.** Should the Board Approve Adoption of Resolution No. 16, Series of 2019, Entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ACCEPTING ENERGY IMPACT ASSISTANCE FUND GRANT MONIES FROM THE DEPARTMENT OF LOCAL AFFAIRS FOR THE PURCHASE OF THE BUILDING LOCATED AT 501 MAIN STREET.”?**
 - B.** Should the Board Approve Adoption of Resolution No. 17, Series of 2019, Entitled, **“A Resolution Of The Board Of Trustees For The Town Of Fairplay, Colorado, Approving A Property Improvement Incentive Program (Piip) Agreement Between The Town And Amanda Woodbury For The 902 Main Street Roofing Project.”?**
 - C.** Should the Board Approve Adoption of Resolution No. 18, Series of 2019, Entitled, **“A Resolution Of The Board Of Trustees For The Town Of Fairplay, Colorado, Approving A Property Improvement Incentive Program (Piip) Agreement Between The Town And Greg And Carmen Johnson For The 402 Hathaway Exterior Project.”?**
 - D.** Other New Business
- IX. BOARD OF TRUSTEE AND STAFF REPORTS**
- X. ADJOURNMENT**

Upcoming Meetings/Important Dates

Fairplay’s Independence Celebration	July 4
Silverheels 100 Mile Endurance Run & “Last Call” 50 Mile Endurance Run	July 6-7
Park County Fair	July 17-21

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Friday, June 28, 2019.

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES**

June 17, 2019

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 6:04 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, Paul Kemp and Cindy Bear. Also in attendance were Town Administrator/Clerk Tina Darrah, Public Works Director Jim Brown, Police Chief Marcus Woodward, Town Attorney Paul Wisor, Town Planner Scot Hunn, Town Treasurer Kim Wittbrodt and Assistant to the Town Administrator Mason Green.

AGENDA ADOPTION

Motion #1 by Trustee Dodge, seconded by Trustee Stapp, that the agenda be adopted with the condition that Adjournment be moved to Agenda Item 13 and the Executive Session be moved to Agenda Item 12. 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** – May 20, 2019
- B. **APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of 165,838.80

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

CITIZEN COMMENTS

Jean Farence, a member of the Save South Park group, spoke to the Board about her concerns regarding the use of mercury in historic mining operations, and that mercury may still be found in the tailing piles on Town of Fairplay property along the Middle Fork of the South Platte. Additionally, Ms. Farence stated that she is concerned about discharge of chemicals and silt from both historic mines, and active mines alike. Ms. Farence asked the Board for assistance, and support, for the Save South Park group's request that Park County approve a 1041 permit.

UNFINISHED BUSINESS

- A. Other discussion items

No other discussion items were offered.

PUBLIC HEARING:

Consideration of a Variance as Requested by Park County School District Re-2 for Parking Lot Landscaping Requirements Found in Section 16-11-60 of the Town of Fairplay's Unified Development Code.

Town Attorney Paul Wisor stated that the Board, during the public hearing, would be acting in a quasi-judicial manner and that their decision regarding the variance request would need to be based on information received during this meeting.

Trustee Bear stated that she would recuse herself from this matter, as she is an employee of Park County School District RE-2. Trustee Bear then left the room.

Mayor Just opened the public hearing at 6:26p.m. and read a brief opening statement stating jurisdiction and outlining procedures for the public hearing. There were no objections given to this process.

Town Planner Hunn introduced the topic, stating that the School District is in the process of constructing new ballfields adjacent to the football field. Town Planner Hunn stated that the School District's Request for Variance pertains to the minimum planting requirements for paved parking lots found in the Town of Fairplay's Unified Development Code. Town Planner Hunn then informed the Board of the considerations that they must make with this application, and that staff believes that these considerations have been met.

Town Planner Hunn informed the Board that staff recommends approval of this Request for Variance with two conditions. The first condition being that the applicant must make changes to the site plan for the project and accurately label the parking lot surfacing material as recycled asphalt rather than paving. The second condition being that the applicant, Park County School District RE-2, will have to comply with the Town of Fairplay's Unified Development Code throughout the rest of the project.

Mayor Just asked if it would be sufficient for the applicant to change the material type for the parking lots on the plans in pen, then sign the plans, rather than have entirely new plans created.

Town Planner Hunn stated that the change described by Mayor Just would be enough, and that new plans would not have to be created.

Mayor Just invited the Park County School District to make its case for the approval of this Request for Variance.

Mr. Charlie Shultz, Representative for the Park County School District RE-2 Ballfield Project, stated that he would be speaking on behalf of the School District on this matter. Mr. Shultz stated that this new parking lot would be placed adjacent to the existing football field parking lot. Mr. Shultz stated that the football parking lot is surfaced with recycled asphalt, and as such, was not subject to the Town of Fairplay's minimum planting requirements for paved parking lots found in the Town's Unified Development Code. Mr. Shultz then informed the Board that the new parking lot will have minimal use as it will be mainly used for overflow parking from the football field parking lot. Mr. Shultz stated that it would also be used for parking during baseball games, and for those using the athletic fields. Mr. Shultz then informed the Board that the addition of islands in the parking lot, along with the water usage associated with the plantings, and the drainage required for these plantings, would be an excessive expense for the School District.

Mayor Just then asked the audience if anyone would like to speak in favor of this Variance Request. There were no speakers.

Mayor Just then asked the audience if anyone would like to speak in opposition of this Variance Request.

Merrill "Gabby" Lane, 480 Witcher Lane, stated that he is unhappy with the dirt piles on the ballfield site blowing onto Witcher Lane, and with the request for variance from the School District, as his view of a meadow would be replaced with a parking lot containing no plantings. Mr. Lane then stated that the ballfields will not be done for several years and that he is unhappy that the School District is asking for a "shortcut". Mr. Lane also stated that he was upset that the track around the football field was not completed and that High School Track Meets could not currently be held there.

Melanie Eastham, 632 Silverheels Place, stated that she would like a project timeline from the school to be given to the public, and that the School District should communicate with the public, particularly with the neighbors of the project, who want to see it finished.

Mayor Just invited Mr. Shultz to give a rebuttal to those in opposition.

Mr. Shultz stated that it is true that there are some mounds of dirt currently on the site, and that these mounds were a part of the site plan approved by, the Town of Fairplay. Mr. Shultz stated that these dirt piles will be used to create the athletic fields, and to stabilize the soil after the completion of the first phase of the project if there was no secured funding for Phase 2. Mr. Shultz stated he could not give an accurate timeline in which the project would be completed, and that he understands that this project has been a disturbance to the neighbors. Lastly, Mr. Shultz stated that the School District had purchased this land with the intention of building an athletic complex.

Mayor Just then invited those opposed to give a rebuttal to the Park County School District RE-2 rebuttal.

Mr. Lane stated that he was initially for this project and helped to secure the land for the School District, but that he was not aware that this area would become a construction zone for multiple years. Mr. Lane then asked when the project would be finished and that he would like to see the School Districts last project, the

football field and track, completed prior to the start of a new project. Mr. Lane stated that he is in favor of this project, but not the duration of the project and that his view is ruined.

Mayor Just invited the School District to give one more rebuttal to those in opposition.

Mr. Schultz addressed Mr. Lane's concerns regarding the High School Track Meets, stating that the School District works with CHASA to meet criteria for sporting events of all kinds and levels, and that the track was sufficient to hold High School Track Meets. Mr. Shultz then stated again that he could not give a timeline for the project as funding for the project is not secured and will be dependent on grants and in-kind work. Mr. Schultz stated that the water drainage plan for the site was submitted to CDPHE and that the target completion date for the dirt work was July 1, but that they would likely not meet this goal.

Mayor Just asked the Board if they had questions for the applicant.

Trustee Dodge clarified with Mr. Schultz which lot was being discussed and asked what the cost difference of using recycled asphalt vs. paving the parking lot.

Mr. Shultz explained what constitutes recycled asphalt, and that recycled asphalt is about 1/4th the cost of paving the parking lot.

Town Planner Hunn clarified that the Request for Variance pertains to the minimum planting requirements for paved parking lots, and that the Unified Development Code speaks to plantings being required for paved parking lots and has no planting requirements for recycled asphalt.

Mayor Just further explained the scope of the School Districts Variance Request.

Trustee Dodge asked the applicant when the parking lot would be completed and if the School District currently had the funds needed to complete the parking lot.

Mr. Schultz informed the Board that the parking lot is one of the last phases of the project and would be completed after the ballfields. Mr. Shultz stated the project is currently lacking funding.

Trustee Dodge inquired about parking for the new ballfields if the new parking lot is one of the last phases of the ballfield project.

Mr. Schultz stated that the existing football field parking lot would serve as parking for both areas until the new parking lot was completed.

Mayor Just asked Mr. Shultz to confirm that the new parking lot would be used primarily for overflow parking, to which Mr. Shultz reiterated that the parking lot would be used for both overflow parking and for parking near the new athletic complex.

Trustee Dodge inquired if additional landscaping variances would be asked for later in the project timeline.

Town Administrator Darrah stated this was the only Request for Variance.

Mayor Just stated that the landscaping for other areas is shown on the plans and Mr. Schultz showed this to Trustee Dodge.

Town Administrator Darrah clarified that the variance is not regarding the surfacing of the parking lot, but rather that the plans originally showed that the parking lot would be paved, not surfaced using recycled asphalt, and that paving the parking lot is when minimum planting standards are required to be followed under the Town of Fairplay's Unified Development Code. Town Administrator Darrah reiterated that staff recommends approval.

Mayor Just asked Mr. Shultz if Park County School District RE-2 would meet with the neighbors to hear their concerns and try to better mitigate the dust from the dirt piles.

Mr. Shultz stated Park County School District RE-2 would meet with the neighbors and focus on dust mitigation.

Motion #3 by Trustee Dodge, seconded by Trustee Stapp, that the Board Approve Adoption of Resolution No. 13, Series of 2019, Entitled "A RESOLUTION FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A REQUEST FOR VAIRANCE FROM THE PARKING LOT LANDSCAPING REQUIRMENTS PURSUANT TO SECTION 16-11-60 OF THE TOWN OF FAIRPLAY'S UNIFIED DEVELOPMENT CODE." A voice vote was taken. Motion carried unanimously.

NEW BUSINESS

- A. Should the Board Approve Adoption of Resolution No. 14, Series of 2019, Entitled, "A Resolution Of The Board Of Trustees For The Town Of Fairplay, Colorado, Adopting A Memorandum Of Understanding Between The Town Of Fairplay And Dale And Katherine Fitting For Use Of The Hand Hotel."?**

Town Administrator Darrah introduced the topic, stating that this memorandum would formalize the informal agreement between the Town of Fairplay and Dale and Katherine Fitting for the use of the Hand Hotel during several summer events.

Mr. Dale Fitting, owner of the Hand Hotel, articulated the ways in which the Hand Hotel has been used for the Town's summer events in the past—stating that these same uses were present in the memorandum.

Mayor Just asked Mr. Fitting if both he and Town Special Events Coordinator Julie Bullock worked on the memorandum together.

Mr. Fitting confirmed that he and Special Events Coordinator Bullock had worked on the memorandum together and that he was satisfied with the MOU as written.

Motion #4 by Trustee Stapp, seconded by Trustee Kemp, that the Board Approve Adoption of Resolution No. 14, Series of 2019, Entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF FAIRPLAY AND DALE AND KATHERINE FITTING FOR USE OF THE HAND HOTEL."** A voice vote was taken. Motion carried unanimously.

- B. Should the Board Approve Resolution 15, Series of 2019, Entitled, "A Resolution Of The Board Of Trustees For The Town Of Fairplay, Colorado Authorizing The Execution Of An Enhanced Sales Tax Incentive Program (ESTIP) Agreement Between The Town And Nicole McChesney For The Mountain Essentials Project."?**

Town Administrator Darrah introduced the topic, stating that Ms. McChesney has leased the space at 520 Front Street, which was formerly The Last Tangle hair salon, for the purposes of a retail business. Town Administrator Darrah stated that the base amount for this agreement would be \$0, and that the sales tax rebate would continue for five years, or until \$20,000 in sales tax has been remitted to Ms. McChesney, whichever came first. Town Administrator Darrah stated that this is the same agreement the Town has entered into with other businesses in the past.

Mayor Just asked how much sales tax has been remitted to business owners through the ESTIP.

Town Administrator Darrah stated that the amount of sales tax remitted via the ESTIP is approximately \$500,000 over the last ten years.

Mayor Just spoke about the ESTIP, and how it helps new and expanding business owners. Mayor Just then stated he likes what Ms. McChesney is doing with her retail business.

Motion #5, by Trustee Dodge, Seconded by Trustee Kemp, that the Board Approve Resolution 15, Series of 2019, Entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF AN ENHANCED SALES TAX INCENTIVE PROGRAM (ESTIP) AGREEMENT BETWEEN THE TOWN AND NICOLE MICCHESNEY FOR THE MOUNTIAN ESSENTIALS PROJECT."** A roll-call vote was taken. Dodge – yes, Stapp – yes, Just – yes, Kemp – yes, Bear – yes. Motion carried unanimously.

- C. Discussion Regarding a Liquor License Modification of Premises for Platte River Saloon located at 517 Front Street.**

Town Administrator Darrah introduced the topic, stating that Ms. Ellen Canchola, owner of the Platte River Saloon, was requesting a modification of her liquor license to include the backyard in the licensed area, that Ms. Canchola was aware of the rules that this would require, and that her application was complete. Town Administrator Darrah then reminded the Board that Ms. Canchola had applied for a liquor license in the spring of 2018 which included both the back yard and a portion of the sidewalk in front of 517 Front Street. These areas were not included in the approved license at that time.

Town Administrator Darrah further reminded the Board that Ms. Canchola had, in summer 2018, then applied for a modification of premises which only included the backyard of 517 Front Street. Town Administrator Darrah stated that, at the time of this application, the Board had denied the application, stating that Ms. Canchola needed to prove to be a good neighbor to the adjacent Hand Hotel and other Front Street businesses, as well as not be the cause of alcohol related troubles such as fighting.

Town Administrator Darrah went on to state that this current application does not contain a portion of the sidewalk, only the backyard, and that there have been no noise complaints against the business since last October. Police Chief Marcus Woodward confirmed that there had been no noise complaints against the business since October.

Ms. Canchola, owner of the Platte River Saloon, stated that she would like to have outdoor seating to capitalize on the views, and that she would close the backyard to liquor sales at 9:00 PM when the kitchen closed.

Mayor Just asked for confirmation from Ms. Canchola that the backyard would close at 9:00 PM to liquor sales. Ms. Canchola confirmed that the backyard would close at 9:00PM to liquor sales.

Trustee Dodge asked if a fence around the backyard had already been constructed.

Ms. Canchola stated that the fence was currently being built.

Mayor Just asked the type of fence, to which Ms. Canchola stated it is wood.

Mayor Just asked Ms. Canchola if she was aware she was legally responsible for the conduct of her customers.

Ms. Canchola stated that she was aware of this.

Town Attorney Wisor reminded the Board that they have the legal right to impose conditions on the applicant when approving modification of premises requests.

Trustee Stapp asked what would happen if Ms. Canchola failed to comply with any conditions set upon her.

Town Administrator Darrah stated that the Town would follow due process and state statute to address any violations.

Mayor Just stated that the Board could act if the conditions were not being met.

Motion #6, by Trustee Dodge, Seconded by Trustee Bear, that the Board Approve a Liquor License Modification of Premises for the Platte River Saloon, located at 517 Front Street, to Expand the Licensed Area to Include the Backyard of 517 Front Street, Provided the Backyard Area be Closed Off by 9:00 PM Nightly. A voice vote was taken. Motion carried unanimously.

D. Discussion/Approval of a Records Management System for the Fairplay Police Department.

Police Chief Woodward introduced the topic and Park County Sheriff Tom McGraw who was present for the meeting. Police Chief Woodward spoke to the Board about the intricacies of Police Records Management systems and stated that the Town had an opportunity to upgrade its Records Management system. Chief Woodward informed the Board that this new system, Global Safety, was being offered to the Town at a discount, and that the Park County Sheriff's Department is transitioning to this same system. Additionally, Chief Woodward stated that the Park County Sheriffs Department would host the Fairplay Police Departments information on their server, which is less costly for the Town, and much more secure. Lastly, Police Chief Woodward informed the Board that his staff would transition past records into the new system and that they would lose no records during the transition.

Trustee Bear asked if transitioning to the new system would give the Fairplay Police Department access to past Park County Sheriff calls.

Police Chief Woodward informed Trustee Bear that this is correct.

Mayor Just asked if this new system would share information with Federal databases, to which Police Chief Woodward replied in the affirmative.

Mayor Just then asked the recurring cost of the Global Safety system. Police Chief Woodward informed the Board that the recurring cost would be \$1128 annually.

Town Treasurer Wittbrodt asked if the Town would need to continue to pay for the Police Departments old system while staff transferred records into the new system. Police Chief Woodward stated that the Town would not need to continue paying for the old system.

Mayor Just stated that he feels it is important for the Fairplay Police Department to have accurate information and feels the cost is acceptable.

Trustee Bear inquired as to how long the data migration would take from the old system to the new one.

Police Chief Woodward informed Trustee Bear that there was no time crunch to move the data, as the Police Department would still have access to the old system.

Park County Sheriff Tom McGraw informed the Board that an Intergovernmental Agreement (IGA) between the Sheriff's Office and the Fairplay Police Department for usage of the Park County Sheriff's server, was being drafted, and that the purpose of the IGA was to minimize cost for the Town, and increase coordination between the two entities.

Mayor Just thanked Sheriff McGraw for attending the meeting.

Motion #7, by Trustee Dodge, Seconded by Trustee Kemp, that the Board Authorize Staff to Purchase a New Police Records Management System for a Cost Not to Exceed \$12,528. A roll-call vote was taken. Dodge – yes, Stapp – yes, Just – yes, Kemp – yes, Bear – yes. Motion carried unanimously.

E. Other new business

No other new business offered.

BOARD OF TRUSTEES AND STAFF REPORTS

Assistant to the Town Administrator Green informed the Board that the Town was awarded approximately \$2400 through the Blueprint 2.0 Implementation Grant which will be used for the advertisement of Fairplay's outdoor recreation opportunities on a Summit Stage bus. Assistant to the Town Administrator Green also informed the Board that the Office of Economic Development and International Trade (OEDIT) re-opened the Implementation Grant and there is another \$1500 available that staff is applying for.

Public Works Director Brown stated that the water and sewer plants are running well, the PRV's have been repaired, and that the paving project has been pushed back a week due to weather. Public Works Director Brown also informed the Board that staff is waiting on striping bids for roads and parking lots, and that the traffic study will be implemented over the next several weeks.

Town Administrator Darrah informed the Board that the South Park Food Bank will be able to stay in its current location longer than was anticipated and does not need to move locations right away. Town Administrator Darrah informed the Board that the Town received the grant for 501 Main Street, and that the final draft of the Community Assessment will be presented in July. Lastly, Town Administrator Darrah stated that the ore bucket had been delivered to Town Hall, and that the Valiton Hotel would be undergoing a transfer of liquor license in the near future.

Town Planner Hunn informed the Board that he is working to update the Town's Fee Schedule, as well as parts of the Municipal Code.

Trustee Bear thanked the Town of Fairplay Police Department for their increased presence on the School campus during recent months. Trustee Bear encouraged the Board to support school safety.

Trustee Kemp stated that he is concerned about the lack of crosswalks near the school campus, as well as people parking vehicles in locations which obstruct the visibility of businesses.

Public Works Director Brown informed Trustee Kemp that there were recommendations for additional crosswalks in the Traffic Study.

The Board directed Staff to explore the parking and obstruction of business signs issue.

Mayor Just updated those present on the Summit Stage usage—stating that the ridership has increased a lot and that he expects it to continue to do so.

EXECUTIVE SESSION: Pursuant to C.R.S. 26-6-402(4)(b)

Motion #8, by Trustee Dodge, Seconded by Trustee Stapp, that the Board Enter an Executive Session, Pursuant to C.R.S. 26-6-402(4)(b) for Purposes of Receiving Legal Advice, Specifically in Relation to the Town's Water Rights Portfolio. Motion carried unanimously.

Mayor Just announced that the meeting was back to open session at 9:06 PM. The participants in the executive session were: Mayor Just, Trustees Bear, Kemp, Stapp, and Dodge, Town Administrator/Clerk Darrah, Public Works Director Jim Brown, Assistant to the Town Administrator/Deputy Clerk, Town Planner Scot Hunn, Town Attorney Paul Wisor, and the Town's Water Attorney Rick Fendell. It was announced that no action had been taken in the Executive Session.

ADJOURNMENT

Mayor Just, noting that there being no further business before the Board, declared that the meeting be adjourned at 9:07 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
DATE: 6/27/2019

Agenda Item: Bills

Attached is the list of invoices paid through June 26, 2019.

Total Expenditures: \$61,853.53

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

Please contact me with any questions.

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
06/17/2019	15032	Fairplay Flume	help wanted ads	1	05/31/2019	557.55	105070
06/17/2019	15032		display ads	2	05/31/2019	200.00	105164
06/17/2019	15032		display ads	3	05/31/2019	255.60	105164
06/17/2019	15032		legal /ads	4	05/31/2019	9.80	105105
06/17/2019	15032		ccr report	5	05/31/2019	457.25	517222
06/17/2019	15032		legal /ads	6	05/31/2019	9.80	105105
06/17/2019	15032		display ads	7	05/31/2019	370.00	105130
Total 868:						1,860.00	
06/17/2019	15034	Main Street Garage	blazer repair	1	06/13/2019	609.00	105625
06/17/2019	15034		blazer repair	2	06/13/2019	609.00	517242
06/13/2019	15015		Tahoe repair	1	06/06/2019	601.46	105420
06/13/2019	15015		chevy repair	1	06/10/2019	191.25	105625
06/13/2019	15015		Tahoe repair	1	06/11/2019	24.02	105420
06/26/2019	15052		interceptor repair	1	06/18/2019	143.79	105420
Total 1336:						2,178.52	
06/13/2019	15018	Mountain View Waste	2 yd 2 monthly	1	05/31/2019	75.00	517675
Total 1414:						75.00	
06/13/2019	15020	Petrock & Fendel, PC	legal fees	1	06/03/2019	762.00	517360
Total 1648:						762.00	
06/17/2019	15035	Postal Pros Southwest, Inc	water billing	1	06/05/2019	310.98	517218
Total 1699:						310.98	
06/26/2019	15060	Prather's Market	pallet of bottle water	1	06/26/2019	192.36	105070
Total 1714:						192.36	
06/17/2019	15036	Silverthorne Auto Body	2006 tahoe repair	1	06/14/2019	2,095.29	105420
Total 1920:						2,095.29	
06/13/2019	15024	Town of Fairplay	525 hathaway	1	05/31/2019	166.20	105190
06/13/2019	15024		23 fuller drive	1	05/31/2019	80.00	105095
06/13/2019	15024		850 hathaway	1	05/31/2019	96.00	105186
Total 2134:						322.20	
06/13/2019	15025	USABlueBook	supplies	1	05/30/2019	144.22	517615
Total 2176:						144.22	
06/13/2019	15026	Xcel Energy	street lights	1	06/03/2019	188.11	105640
Total 2296:						188.11	
06/13/2019	15023	South Park Ace & Lumber	Supplies	1	05/31/2019	64.23	105625

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
06/13/2019	15023		Supplies	2	05/31/2019	11.98	517615
06/13/2019	15023		Supplies	3	05/31/2019	139.98	517670
06/13/2019	15023		Supplies	4	05/31/2019	7.99	105186
06/13/2019	15023		Supplies	5	05/31/2019	185.80	105830
06/13/2019	15023		Supplies	6	05/31/2019	144.56	105150
06/13/2019	15023		Supplies	7	05/31/2019	25.26	517480
06/13/2019	15023		Supplies	8	05/31/2019	10.27	105630
06/13/2019	15023		Supplies	9	05/31/2019	43.26	517445
06/13/2019	15023		Supplies	10	05/31/2019	70.79	517655
06/13/2019	15023		Supplies	11	05/31/2019	22.48	105025
Total 2405:						726.60	
06/26/2019	15044	Darrah, Tina	Cell Phone	1	06/26/2019	50.00	105085
Total 2462:						50.00	
06/17/2019	15033	Java Moose	coffee for art fest	1	06/13/2019	70.00	105164
Total 2477:						70.00	
06/26/2019	15042	CIRSA	deductible for claim	1	06/20/2019	500.00	105420
Total 2490:						500.00	
06/17/2019	15031	CARD SERVICES	Supplies	1	06/03/2019	737.97	105630
06/17/2019	15031		Supplies	2	06/03/2019	89.73	105445
06/17/2019	15031		Supplies	3	06/03/2019	76.39	105030
06/17/2019	15031		Supplies	4	06/03/2019	92.34	105630
06/17/2019	15031		Supplies	5	06/03/2019	10.89	517665
06/17/2019	15031		Supplies	6	06/03/2019	1,185.54	517445
06/17/2019	15031		Supplies	7	06/03/2019	72.93	517242
06/17/2019	15031		Supplies	8	06/03/2019	60.00	105630
06/17/2019	15031		Conference	9	06/03/2019	230.00	105110
06/17/2019	15031		Conference	10	06/03/2019	460.00	105015
06/17/2019	15031		Supplies	11	06/03/2019	258.45	105445
06/17/2019	15031		Supplies	12	06/03/2019	183.95	517214
06/17/2019	15031		Supplies	13	06/03/2019	1,365.50	105030
06/17/2019	15031		Supplies	14	06/03/2019	658.53	517214
06/17/2019	15031		Supplies	15	06/03/2019	74.95	105130
06/17/2019	15031		Supplies	16	06/03/2019	44.90	105172
06/17/2019	15031		Supplies	17	06/03/2019	65.19	105625
06/17/2019	15031		Supplies	18	06/03/2019	125.00	517465
06/17/2019	15031		Supplies	19	06/03/2019	99.99	105030
06/17/2019	15031		Supplies	20	06/03/2019	26.08	105070
06/17/2019	15031		Supplies	21	06/03/2019	188.38	105070
06/17/2019	15031		Supplies	22	06/03/2019	14.75	105625
06/17/2019	15031		Supplies	23	06/03/2019	6.25	105625
Total 2503:						6,127.71	
06/26/2019	15054	Mountain Grown Gardens,	Bloom Baskets	1	06/26/2019	2,509.00	105134
Total 2517:						2,509.00	
06/26/2019	15059	Wittbrodt, Kim	cell phone reimb	1	06/26/2019	50.00	105065

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2655:						50.00	
06/13/2019	15008	Colorado Natural Gas, Inc.	natural gas	1	06/04/2019	189.04	105023
06/13/2019	15008		natural gas-shop	1	06/04/2019	406.99	105650
06/13/2019	15008		525 hathaway	1	06/04/2019	291.23	105190
06/13/2019	15008		san office	1	06/04/2019	184.06	517234
06/13/2019	15008		sewer treatment plant	1	06/04/2019	2,014.60	517680
Total 2728:						3,085.92	
06/26/2019	15053	Mead, Vaughn	cell phone reimb	1	06/26/2019	25.00	517226
06/26/2019	15053		cell phone reimb	2	06/26/2019	25.00	105645
Total 2739:						50.00	
06/26/2019	15051	Kasper, Gerrits	cell phone reimb	1	06/26/2019	50.00	105645
Total 2747:						50.00	
06/13/2019	15011	Heaven's Best Carpet	carpet cleaning	1	06/02/2019	568.70	105027
Total 2751:						568.70	
06/13/2019	15022	Shamrock Security Service	security monitoring 525 Hat	1	05/26/2019	200.00	105190
06/13/2019	15022		security system 901 main	1	05/28/2019	120.00	105023
Total 2752:						320.00	
06/13/2019	15016	Mobile Record Shredders	record shredding	1	06/05/2019	12.00	105030
Total 2793:						12.00	
06/13/2019	15007	Chaffee County Waste	rock and gem dumpster	1	05/30/2019	600.00	105170
Total 2801:						600.00	
06/26/2019	15041	Bullock, Julie	cell phone reimburse	1	06/26/2019	50.00	105065
Total 2812:						50.00	
06/13/2019	15013	Imel, Kathy	refund plain air	1	06/13/2019	125.00	104770
Total 2828:						125.00	
06/26/2019	15043	Colorado Analytical Lab	water testing	1	06/24/2019	23.00	517475
Total 2864:						23.00	
06/26/2019	15056	South Park Brewing	beer for wearable art/burro	1	06/21/2019	8.50	105164
06/26/2019	15056		beer for wearable art/burro	2	06/21/2019	73.05	105162
Total 2873:						81.55	
06/13/2019	15012	Huber Technology, Inc.	supplies	1	06/05/2019	1,053.62	517655

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2874:						1,053.62	
06/26/2019	15055	Municode	update code book	1	06/11/2019	664.00	105075
Total 2890:						664.00	
06/13/2019	15010	Fairplay Auto Supply	supplies	1	05/31/2019	161.41	105625
06/13/2019	15010		supplies	2	05/31/2019	16.49	517670
06/13/2019	15010		supplies	3	05/31/2019	453.98	105420
06/13/2019	15010		supplies	4	05/31/2019	34.99	105625
Total 2948:						596.89	
06/26/2019	15058	White, Kathleen	cell phone reimburse	1	06/26/2019	25.00	105645
06/26/2019	15058		cellphone reimburse	2	06/26/2019	25.00	517226
Total 3004:						50.00	
06/26/2019	15057	Stephen Schambach	wash town hall windows	1	06/21/2019	250.00	105025
Total 3015:						250.00	
06/13/2019	15009	Continental Divide Winery	art fest	1	06/09/2019	150.00	105164
Total 3105:						150.00	
06/13/2019	15006	B.A. Lawrence, LLC	equip repair	1	04/30/2019	1,532.87	517655
Total 3157:						1,532.87	
06/26/2019	15048	Green, Mason	cell phone reimburse	1	06/26/2019	50.00	105065
Total 3175:						50.00	
06/26/2019	15040	Brown, Jimmy	cell phone reimburse	1	06/26/2019	25.00	105645
06/26/2019	15040		cell phone reimburse	2	06/26/2019	25.00	517226
Total 3199:						50.00	
06/13/2019	15027	Zions Bank	annual fee	1	06/01/2019	250.00	517210
Total 3203:						250.00	
06/13/2019	15017	Montrose Water Factory, L	bottled water	1	05/31/2019	103.42	105120
Total 3211:						103.42	
06/26/2019	15046	DHM Design	entry sign design	1	06/04/2019	12,482.21	105886
Total 3254:						12,482.21	
06/17/2019	15030	Brannan Sand and Gravel		1	06/07/2019	1,340.62	105670
Total 3255:						1,340.62	
06/13/2019	15021	SGM	engineering	1	05/31/2019	9,114.75	517430

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
06/13/2019	15021		engineering	1	05/31/2019	2,372.75	517635
Total 3272:						11,487.50	
06/13/2019	15014	Instrument & Supply West,	parts	1	05/23/2019	1,684.84	517445
06/26/2019	15049		valve work	1	06/20/2019	1,222.50	517445
Total 3294:						2,907.34	
06/13/2019	15019	Nancy Baylor-Taylor	refund plain air	1	06/13/2019	125.00	104770
Total 3311:						125.00	
06/26/2019	15050	Internetwork Experts Corp.	new firewall for town hall	1	06/17/2019	501.45	105465
06/26/2019	15050		new firewall for town hall	2	06/17/2019	501.45	105060
Total 3312:						1,002.90	
06/26/2019	15047	Ernst, Sarah	cell phone reimburse	1	06/26/2019	50.00	105065
Total 3313:						50.00	
06/26/2019	15045	Denver Tent Company	tent	1	05/29/2019	572.38	105164
06/26/2019	15045		tent	2	05/29/2019	1,717.10	105150
06/26/2019	15045		tent	3	05/29/2019	1,144.76	105162
06/26/2019	15045		tent	4	05/29/2019	572.38	105171
06/26/2019	15045		tent	5	05/29/2019	572.38	105172
Total 3314:						4,579.00	
Grand Totals:						61,853.53	

Report Criteria:

Detail report type printed



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Tina Darrah, Town Administrator/Clerk

RE: Grant Contract with the Department of Local Affairs for Funds for the Purchase of 501 Main Street

DATE: April 11, 2019

The Town of Fairplay has been awarded \$100,000 via an Energy Impact Assistance Fund grant through the Department of Local Affairs (DOLA). Greg Winkler the Town's DOLA Representative, and the entire Department of Local Affairs, continue to be extremely supportive of Town of Fairplay projects and recognize the potential of the building at 501 Main Street and what it could become for the Town.

Staff recommends approval of Resolution No. 16, which will require a motion, second, and a roll call vote.

“Where History Meets the High Country”

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 16
Series of 2019**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ACCEPTING ENERGY IMPACT ASSISTANCE FUND GRANT MONIES FROM THE DEPARTMENT OF LOCAL AFFAIRS FOR THE PURCHASE OF THE BUILDING LOCATED AT 501 MAIN STREET.

WHEREAS, the Town of Fairplay desires to own the building located at 501 Main Street; and,

WHEREAS, the Town of Fairplay applied for an Energy Impact Assistance Fund Grant through the Department of Local Affairs to offset the cost of purchasing the 501 Main Street building; and,

WHEREAS, the Department of Local Affairs has awarded the Town of Fairplay \$100,000 in grant monies for the purchase of the building at 501 Main Street; and,

WHEREAS, the Town of Fairplay understands, and agrees to, the terms and conditions required to receive the grant monies; and

WHEREAS, the Board of Trustees desires to accept the grant funds from the Department of Local Affairs.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the Energy Impact Assistance Fund contract between the Town of Fairplay and the Department of Local Affairs, attached hereto as Exhibit A, regarding the award of \$100,000 in grant monies, dated June 18, 2019, be and hereby is adopted

RESOLVED, APPROVED, and ADOPTED this 1st day of July, 2019.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

EIAF
CTGG1 NLAA 2019*3607

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Local Affairs	Encumbrance Number F19S8918	CMS Number 140113
Grantee TOWN OF FAIRPLAY	Grant Award Amount \$100,000.00	Retainage Amount \$5,000.00
Project Number and Name EIAF 8918 - Fairplay 501 Main Street Building Acquisition	Performance Start Date The later of the Effective Date or 06/14/19	Grant Expiration Date 12/31/2019
Project Description The Project consists of the acquisition of property located at 501 Main Street in Fairplay, Colorado.	Program Name Energy & Mineral Impact Assistance Program (EIAF)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager <u>Greg Winkler, (970) 668-6160,</u> <u>(greg.winkler@state.co.us)</u>	Funding Account Codes N/A	
DOLA Regional Assistant <u>Denise Lindom, (303) 273-1712,</u> <u>(denise.lindom@state.co.us)</u>	VCUST# 14198	Address Code CN001 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by: <u>Tara Tubb</u> 9FA2A33AF12E49C...</p> <p>By: Tara Tubb, EIAF Program Manager</p> <p>Date: <u>6/17/2019 3:45 PM MDT</u></p>	<p>STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <p>DocuSigned by: <u>Rick M. Garcia FOR</u> F4C4CFA8FDAD405...</p> <p>By: Rick M. Garcia, Executive Director</p> <p>Date: <u>6/17/2019 6:38 PM MDT</u></p>
--	---

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the "Effective Date").

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <u>Yingtse Cha</u> 9C3D102D56B2427...</p> <p>By: Yingtse Cha, Controller Delegate Department of Local Affairs</p> <p>Effective Date: <u>6/18/2019 9:55 AM MDT</u></p>

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

A. *Reserved.*

B. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Grant Award Letter is funded, in whole or in part, with State funds.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. *Reserved.*
- B. *Reserved.*
- C. "CORA" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- D. "Exhibits" means the following exhibits attached to this Grant Award Letter:
 - i. **Exhibit B**, Scope of Project
 - ii. **Exhibit G**, Form of Option Letter
- E. "Extension Term" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter, an amendment, or an Option Letter.
- F. *Reserved.*
- G. *Reserved.*
- H. "Goods" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- I. "Grant Award Letter" or "Grant" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- J. "Grant Expiration Date" means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- K. "Grant Funds" or "Grant Award Amount" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- L. "Incident" means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. "Initial Term" means the time period between the Performance Start Date and the initial Grant Expiration Date.
- N. *Reserved.*
- O. "Other Funds" means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.
- P. "Party" means the State or Grantee, and "Parties" means both the State and Grantee.

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

- Q.** “**Performance Start Date**” means the later of the Performance Start Date or the Execution Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.
- R.** *Reserved.*
- S.** *Reserved.*
- T.** *Reserved.*
- U.** “**Project**” means the overall project described in **Exhibit B**, which includes the Work.
- V.** “**Project Budget**” means the amounts detailed in §6.2 of **Exhibit B**.
- W.** *Reserved.*
- X.** *Reserved.*
- Y.** “**Services**” means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.
- Z.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA.** “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB.** “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD.** *Reserved.*
- EE.** “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- FF.** *Reserved.*
- GG.** *Reserved.*
- HH.** *Reserved.*
- II.** “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- JJ.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

5. PURPOSE

The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.

- i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Award Amount.
- ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Project Budget in **Exhibit B**.

- i.** Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Order of Precedence

In the event of a conflict or inconsistency between this Grant Award Letter and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Any executed Option Letter
- ii. The provisions of this Grant Award Letter.
- iii. The provisions of any exhibits to this Grant Award Letter.

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. *Reserved.*

L. Digital Signatures

If any signatory signs this Grant using a digital signature in accordance with the Colorado State Controller Contract, Grant, and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant by reference.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of the acquisition of property located at 501 Main Street in Fairplay, Colorado.

2.2. Work Description. The Town of Fairplay (Grantee) will acquire real property located at 501 Main Street in Fairplay from Park County through a real estate purchase agreement. Grantee will close on the property within 90 days of the execution of the Grant Agreement. The building will be used as a visitor center, and other uses as yet to be determined.

2.2.1. During a period of ten (10) years following the date of closeout of the Project by the State, the Grantee may not change the ownership of the property. If the Grantee decides to change the ownership of the property to an entity which the State determines does not qualify in meeting the original intent of the Project, the Grantee must reimburse to the State an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-REDI grant funds for acquisition of and improvements to, the property. At the end of the ten (10) year period following the date of completion and thereafter, no State restrictions on ownership of the property shall be in effect.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: real property purchase price, right-of-way acquisition costs, appraisal fees, closing costs, legal and attorney's fees.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Real Property Acquisition" means real property purchase price, right-of-way acquisition costs, appraisal fees, closing costs, legal and attorney's fees.

3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is the acquisition of property located at 501 Main Street, Fairplay, Colorado.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Fairplay, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

Milestone/Performance Measure/Grantee will:	By:
Close on Property	Within 90 days after the Effective Date of this Grant Award Letter.

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	March 31, 2020

4.4. Budget Line Adjustments.

- 4.4.1. Grant Funds.** Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).
- 4.4.2. Other Funds.** Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in §6.2, or move Other Funds between and among budget lines, so long as the total amount of such "Other Funds" is not less than the amount set forth in §6.2 below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2 nd (Apr-Jun)	2019	July 30, 2019	Yes	Yes
3 rd (Jul-Sep)	2019	October 30, 2019	Yes	Yes
4 th (Oct-Dec)	2019	January 30, 2020	Yes	Yes

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

- 5.1. Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of **Tina Darrah, Town Administrator/Clerk, tdarrah@fairplayco.us**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.
- 5.2. Other Key Personnel.** **NONE.** Such key personnel shall be updated through the process in §5.3.
- 5.3. Replacement.** Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

5.4. DLG Regional Manager: Greg Winkler, (970) 668-6160, (greg.winkler@state.co.us)

5.5. DLG Regional Assistant: Denise Lindom, (303) 273-1712, (denise.lindom@state.co.us)

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

6.1. **Matching/Other Funds.** Grantee shall provide at least 50% of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Grant Award Letter and/or Exhibit B.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Real Property Acquisition	\$200,000	\$100,000	\$100,000	Grantee
Total		\$200,000	\$100,000	\$100,000	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. **Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$95,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$5,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$100,000	

7.2. **Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. **Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. **Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this Exhibit B.

8.1.2. **Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. **Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

- 8.2.1. Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.
- 8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.
- 8.3.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- 8.3.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 8.3.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
- 8.3.4. Substitution.** The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.
- 9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:
- 9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs	Encumbrance Number Insert DLG encumbrance number for this Project	Option Letter CMS Number Insert CMS number for this Amendment
Grantee Insert Grantee's Full Legal Name	Previous CMS #(s) Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	Grant Amount Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Total Grant Amount: \$Insert total award to date	
DOLA Regional Manager Choose an item. DOLA Regional Assistant Choose an item.	Prior Grant Agreement Expiration Date Month Day, Year	Current Grant Agreement Expiration Date Month Day, Year

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

By: _____

Rick M. Garcia, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Yingtse Cha, Controller Delegate

Effective Date: _____

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

- a. Option to extend *(use this option for Extension of Time)*
- b. Change in the Grant Award Amount within the current term *(use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)*
- c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) *(use this Option to redistribute existing Grant Funds between budget lines)*

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

a. **For use with Option 1(a):** In accordance with Section 2(A) of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date. Tables in Sections 4.3 and 4.5.2 of Exhibit B are deleted and replaced with the following:

Milestone/Performance Measure	By:
Put Project out to bid.	Within ___ days of the Effective Date of this Grant Award Letter.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within ___ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within ___ days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
2 nd (Apr-Jun)	2019	July 30, 2019	Yes	Yes
3 rd (Jul-Sep)	2019	October 30, 2019	Yes	Yes
4 th (Oct-Dec)	2019	January 30, 2020	Yes	Yes
1 st (Jan-Mar)	2020	April 30, 2020	Yes	Yes

b. **For use with Option 1(b):** In accordance with Section 7(A)(i) of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to amt of increase or (decrease), from beginning dollar amt to ending dollar amt. The Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter is hereby changed to ending dollar amt. The Budget table in Section 6.2 and the Payment Schedule in Section 7.1, both of Exhibit B, are deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
Total		\$ 0.00	\$ 0.00	\$ 0.00	

Payment	Amount
Interim Payment(s)	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.

EIAF 8918 - Fairplay 501 Main Street Building Acquisition

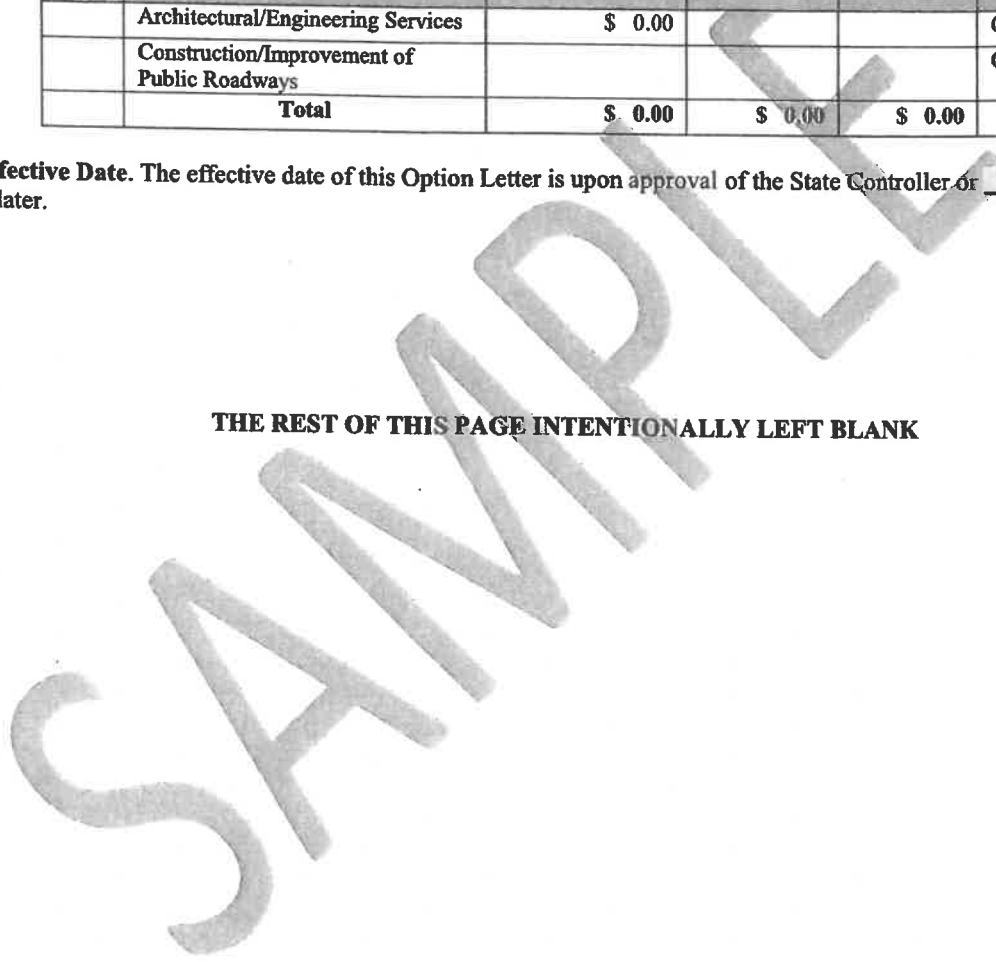
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

c. **For use with Option 1(c):** In accordance with Section 7(D)(i) of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in Section 6.2 of Exhibit B is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK





COLORADO
Department of Local Affairs
Division of Local Government

June 12, 2019

The Honorable Frank Just, Mayor
Town of Fairplay
PO Box 267
Fairplay, CO 80440

RE: EIAF 8918 - Fairplay 501 Main Street Building Acquisition

Dear Mayor Just:

The Department of Local Affairs is in receipt of your application for state Energy and Mineral Impact Assistance funds. These revenues are derived from oil, gas, carbon dioxide, coal, and metals extracted in Colorado.

Your project was reviewed based on a variety of factors such as its connection to energy impact, degree of need, measurable outcomes, amount of request, relationship to community goals, level of local match and community support, management capacity, and readiness to go. Competition for these limited funds was intense and we had many more requests than we had funds available.

Congratulations! After thorough review, I am excited to offer a grant award in the amount of \$100,000 for the purchase of the property at 501 Main Street in Fairplay, Colorado. These grant funds will be from state severance tax proceeds, which may cause you to go to election to receive and spend them. You should confer with your legal and budget advisors to determine if such an election is necessary.

Please contact your DOLA Regional Manager, Greg Winkler, at 970-668-6160 for information on how to proceed. Expenditure of State funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the State. If a circumstance arises and a grantee must spend their match dollars sooner than the full execution of the grant agreement, the Regional Manager for the respective grantee must be contacted immediately to discuss the need and offer an appropriate solution. Per our program guidelines, this offer is valid for one year from the date of this letter.

I wish you success with your project. Thank you for helping Colorado build an economy where all Coloradans can thrive.

Sincerely,

Rick M. Garcia
Executive Director

cc:

Dennis Hisey, State Senator
James Wilson, State Representative
Tina Darrah, Town Administrator
Greg Winkler, DOLA







MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Resolution Approving PIIP Agreement with Amanda Woodbury

DATE: June 26, 2019

Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with Amanda Woodbury for the 902 Main Street Roofing Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$3,542.00 in PIIP funds to reroof the building at 902 Main Street (Ferrell Gas). If you recall, Amanda applied for and received a PIIP in 2018 to have both 902 and 908 buildings painted. She did not use all the PIIP money that was available to her at that time. She has \$4,052.00 available to her at this point. The total estimate for the work is \$7,085.00. At this time she is requesting \$3,542.00 in PIIP funds. You have \$18,002.00 left in your PIIP line item for 2019. Staff recommends approval.

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

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2019-17**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND AMANDA WOODBURY FOR THE 902 MAIN STREET ROOFING 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 Amanda Woodbury 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 1st day of July, 2019.

(Seal)

TOWN OF FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Tina Darrah, Town Clerk

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
(902 MAIN STREET ROOFING PROJECT)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (902 Main Street Roofing Project) (hereafter referred to as the "902 Roofing Project PIIP Agreement") is made and executed this 1st day of July, 2019, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Amanda Woodbury (hereafter referred to as the "Owner").

WITNESSETH

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 902 Main Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by re-roofing the building, which improvements 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 September 15, 2019, and shall be completed no later than December 31, 2019. Should the work not commence or not be completed by the dates specified above this PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Seven Thousand Eighty Five Dollars (\$7,085.00).

4. **Contractor.** The contractor performing the work is Mines Roofing Inc., P.O. Box 1634, 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 Three Thousand Eighty Five Dollars (\$3,542) 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 and executed by each party. Any such amendment shall require the approval by the Town Board of the Town of Fairplay at a regular or special meeting of the Town Board, and execution thereof by the Mayor and attestation by the Town Clerk.

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

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

To the Owner: Amanda Woodbury
 P.O. Box 4
 Como, CO 80432

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

Tina Darrah, Town Clerk

OWNER:

Amanda Woodbury

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): Amanda Woodbury / South Platte Prospects LLC

Property Address: 902 Main Street, Fairplay, Co.

Mailing Address: P.O. Box 4, Como, CO. 80432-0004

Phone: 719 839 8024

Email: mandywdby66@gmail.com

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

Repair or Replace roof on building @ 902 Main Street, Fairplay, CO, ~~III~~

Estimated Cost of Project: \$7085.00

Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): \$3543.00

\$2225.00 was paid in 2018

Amount of Matching Funds from Applicant (must be at least 50% of the cost of the project): \$3543.00

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: [Signature] Date: 6/19/2019

Mines Roofing Inc
 PO Box 1634
 Fairplay, CO 80440
 970.596.3594
 minesroofing@gmail.com
 www.minesroofing.com

Estimate 1033

ADDRESS
 Amanda Woodbury

DATE
 06/18/2019

TOTAL
 \$7,085.73

EXPIRATION
 DATE
 08/19/2019

DATE	DESCRIPTION	QTY	AMOUNT
06/18/2019	Shingle Roofing Scope of Work: Tear off one layer of shingle and underlayment (if more than one layer additional costs will apply). Inspect decking, if any decking is damaged it will be replaced and additional costs will apply. Install Grace ice and water shield on all eaves and rakes per code of 24" within the interior wall line. Install 1 layer of synthetic felt underlayment on the remaining roof decking. Install all appropriate flashings on eaves, rakes, valleys, walls, and pipe penetrations. Install starter shingles on eaves and rakes. Install 1 layer of Tamko Heritage shingles on entire roof; color TBD (prices may vary with color choice).	1	6,235.73
	*Estimate includes labor and materials		
06/18/2019	Removing Trash and Debris/Dumpster Fee	1	650.00
06/18/2019	Reroof Permit fee	1	200.00

Service Address: 902 Main St. Fairplay, CO 80440

*Materials can take 2-6 weeks for delivery

TOTAL **\$7,085.73**

THANK YOU.

Accepted By

Accepted Date



dark blue w/ grey trim





MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Resolution Approving PIIP Agreement with Greg and Carmen Johnson

DATE: June 26, 2019

Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with Greg and Carmen Johnson for the 402 Hathaway Street Exterior Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$977.00 to repair and restore the exterior courtyard at 402 Hathaway Street. The property taxes paid for this property over the last five years is \$977.00. The estimate for the work is \$3,000.00. You have \$14,460 left in your PIIP line item for 2019.

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

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2019-18**

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 GREG AND CARMEN JOHNSON FOR THE 402 HATHAWAY STREET EXTERIOR PROJECT.

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

WHEREAS, the 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 Greg and Carmen Johnson 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 1st day of July, 2019.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
(402 Hathaway Street Exterior Project)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (402 Hathaway Street Exterior Project) (hereafter referred to as the "402 Hathaway Street Exterior Project PIIP Agreement") is made and executed this 1st day of July, 2019, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Greg and Carmen Johnson (hereafter referred to as the "Owner").

WITNESSETH

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 402 Hathaway Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by repairing and restoring the exterior courtyard walls of the 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 August 1, 2019, and shall be completed no later than December 31, 2019. Should the work not commence or not be completed by the dates specified above this PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Three Thousand Dollars (\$3,000.00).
4. **Contractor.** The contractor performing the work is Larry Rawlings, whose address is P.O. Box 1929, 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 Nine Hundred Seventy Seven Dollars (\$977) 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

To the Owner: Greg and Carmen Johnson
 P.O. Box 1507
 Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

Tina Darrah, Town Clerk

OWNER:

Greg Johnson

Carmen Johnson

Exhibit A

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): GREG & CARMEN JOHNSON

Property Address: 402 HATHAWAY ST.

Mailing Address: P.O. BOX 1507 FAIRPLAY, CO 80440

Phone: (970) 418-0654

Email: gcjohnson9@gmail.com

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

REPAIR & RESTORE EXTERIOR COURTYARD WALLS

Estimated Cost of Project: \$3,000-

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

\$977

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

\$2,023

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: Greg Johnson Date: 6-24-19

47424

From Larry Rawlings

PO 1929

Fairplay Co 80440 719427-0599

Customer's Order No. <i>Estimate</i>	Department	Date <i>14 June 19</i>				
Name <i>Greg + Carmen Johnson</i>						
Address <i>402 Hathaway</i>						
City, State, Zip <i>Fairplay Co 80440</i>						
Sold By	Cash	C.O.D.	Charge	On Acct.	Mdse. Retd.	Paid Out

QUAN.	DESCRIPTION	PRICE	AMOUNT
1			
2	<i>Stucco wall Repair +</i>		
3	<i>Refinish Labor =</i>		<i>925.00</i>
4	<i>Estimate</i>		
5	<i>materials Furnished</i>		
6			
7	<i>Larry E Rawlings</i>		
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

Received by

Adams DC5808

Keep this Slip for Reference

Johnson Quote - 402 Hathaway

Ace Hardware

SKU	Product Name	Color	Size	MSLP	Coverage	Coverage Estimate	Gallons Needed	5 gal	\$ Total
-----	--------------	-------	------	------	----------	-------------------	----------------	-------	----------

060901-005	ULTRA SPEC ACRYL HB MASON PRIMER 5 GAL	01	005	\$129.99	350-400 sq ft	375	4.27	5	\$ 649.95
03591X-005	1st Coat Ultra Spec Masonry Elastomeric Waterproof Coating LL -BASE 1 5 GAL	1X	005	154.99	80-100 sq ft	90	17.78	2	\$ 309.98
03591X-005	2nd Coat Ultra Spec Masonry Elastomeric Waterproof Coating LL -BASE 1 5 GAL	1X	005	154.99	80-100 sq ft	135	11.85	2	\$ 309.98
	Ultra Spec EXP LL	1X	005	\$200	350-475	350	4.57	1	\$ 200.00

0 \$ 1,469.91







