

**AGENDA for a Regular Meeting  
of the Board of Trustees of the Town of Fairplay, Colorado  
Monday, October 7, 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** –September 16, 2019.
  - B. APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$205,912.65
- VI. CITIZEN COMMENTS**
- VII. UNFINISHED BUSINESS**
  - A. Other Discussion Items**
- VIII. PRESENTATIONS**
  - A. Check Presentation by Town Staff and Board Regarding Check Presentations to Several Non-profits.**
- IX. NEW BUSINESS**
  - A. Should the Board Approve Adoption of Resolution No.27, 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 GABBY LANE FOR THE 480 WITCHER LANE EXTERIOR PROJECT.”?**
  - B. Should the Board Approve Adoption of Resolution No.28, Series of 2019, Entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AMENDED PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND AMANDA WOODBURDY FOR THE 902 MAIN STREET ROOFING PROJECT.”?**
  - C. Should the Board Approve Adoption of Resolution No. 29, Series of 2019, Entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND DOWNTOWN REDEVELOPMENT SERVICES, LLC FOR THE 501 MAIN STREET FEASIBILITY STUDY.”?**
  - D. Should the Board Approve Adoption of Resolution No.30, Series of 2019, Entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A TEMPORARY LEASE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND SOUTH PARK FOOD BANK FOR USAGE OF A PORTION OF 501 MAIN STREET.”?**
  - E. Other New Business**
- X. BOARD OF TRUSTEE AND STAFF REPORTS**
- XI. EXECUTIVE SESSION:** Pursuant to C.R.S 24-6-402(4) (e) and (b) for determining positions relative to matters that may be subject to negotiations; developing negotiations; and instructing negotiations and for the purpose of receiving legal advice pursuant specifically in relation to a potential land sale.
- XII. ADJOURNMENT**

*This agenda may be amended.*

*Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, October 3, 2019.*



**MINUTES OF THE REGULAR MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
September 16, 2019**

**WORK SESSION**

- A. Interview with Downtown Redevelopment Services Regarding Feasibility Study Services for the Property Known as 501 Main Street.

The work session was called to order at 5:00pm in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just. Also in attendance were Trustees Scott Dodge, and Eve Stapp, Town Administrator/Clerk Tina Darrah, Public Works Director Brown, and Assistant to the Town Administrator/Deputy Clerk Mason Green. Trustees Kemp and Bear were absent.

Mr. Ben Levenger, of Downtown Redevelopment Services, presented to the Board of Trustees information about the company, some of the previous work performed by the company, how the company would perform the feasibility study, and what the completed study would contain. Mr. Levenger stated that the cost to the Town to perform this service would be \$29,650.00.

The Board of Trustees and staff asked Mr. Levenger questions related to his presentation, the feasibility study, and the costs associated with hiring Downtown Redevelopment Services.

**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 6:03 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, and Eve Stapp. Trustees Paul Kemp and Cindy Bear were absent. Also in attendance were Town Administrator/Clerk Tina Darrah, Public Works Director Jim Brown, Town Treasurer Kim Wittbrodt and Assistant to the Town Administrator/Deputy Clerk Mason Green.

**AGENDA ADOPTION**

**Motion #1** by Trustee Dodge, seconded by Trustee Stapp, that the agenda be adopted with the following amendment: change the start time of the work session from 4:30 to 5:00. Motion carried unanimously. Trustees Kemp and Bear absent.

**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** – Aug 19, 2019
- B. **APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$53,593.83

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

**CITIZEN COMMENTS**

Mr. Dale Fitting, owner of the Hand Hotel, and Doctor Kevin Hattaway came before the Board in order to introduce Dr. Hattaway, who will be the Doctor at the health clinic in Town, to the Board of Trustees and the community. Dr. Hattaway spoke about how he came to Fairplay, his career, and stated that he is excited to begin serving the Fairplay area community.

The Board of Trustees and staff had a brief discussion with Dr. Hattaway.

**PRESENTATIONS**

- A. Presentation by ChargePoint Inc. Regarding Electric Vehicle Charging Stations and the State of Colorado's Alt-Fuels Corridor Project.

Ms. Rebecca Paruch and Mr. Michael Richter presented, on behalf of ChargePoint Inc., an opportunity for the Town of Fairplay to secure two electric vehicle (EV) charging stations at a severely discounted price through the State of Colorado's Alt-Fuels Corridor Project. Ms. Paruch informed the Board of Trustees that the cost to the Town of Fairplay for the EV charging stations, and the infrastructure needed to house the chargers, would be \$10,000, a severe discount from the total project cost of ~\$300,000. Ms. Paruch stated that the Town of Fairplay would also bear the electricity costs associated with the EV chargers, but that the Town of Fairplay would be able to offset these costs by setting its own pricing for use of the EV chargers.

Ms. Paruch and Mr. Richter answered questions from the Board of Trustees and staff related to: the costs to the Town for installation of the EV chargers; the Town's commitment to operating the EV chargers under the requirements of the State of Colorado's Alt-Fuels Corridors project; ownership of the EV chargers; pricing for usage of the EV charging stations; the amount of space that the EV chargers will take up; the coupling of this project with Phase One of the Fairplay River Park Project; as well as other subjects related to the project.

Mayor Just stated that he views this as an opportunity for the Town of Fairplay to get ahead of future vehicle trends and install EV chargers at a severely discounted cost.

## **NEW BUSINESS**

- A. Setting the Date of the First Public Hearing for Potential Adoption by Reference of the 2012 International Building Code (IRC) and Residential Building Code (RBC) via Ordinance No.5, Series of 2019, Entitled, **"AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ADOPTING BY REFERENCE THE INTERNATIONAL BUILDING CODE, 2012 EDITION, THE INTERNATIONAL RESIDENTIAL CODE, 2012 EDITION, THE NATIONAL ELECTRICAL CODE, 2014 EDITION, THE INTERNATIONAL MECHANICAL CODE, 2012 EDITION, THE UNIFORM PLUMBING CODE, 2012 EDITION, THE UNIFORM FIRE CODE, 2012 EDITION, THE UNIFORM DANGEROUS BUILDINGS CODE, 1997 EDITION, THE INTERNATIONAL FUEL GAS CODE, 2012 EDITION, THE INTERNATIONAL ENERGY CONSERVATION CODE, 2012 EDITION, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2012 EDITION, AND ENACTING THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2012 EDITION."**

Public Works Director Brown introduced the Ordinance stating that the Town of Fairplay currently uses old versions of the IRC and RBC and that updating the codes will help to ensure building safety. Public Works Director Brown then stated that portions of the codes had been removed in order to ensure the codes best fit with the Town of Fairplay's unique conditions, and that only future remodels and new construction would be impacted by this update.

Assistant to the Town Administrator/Deputy Clerk Green informed the Board that Colorado State Statute requires a lengthy public noticing process and that staff was looking for the Board to set a date for the public hearing so the process could begin.

**Motion #3** by Mayor Just, seconded by Trustee Stapp, that the Board set the Public Hearing date for this topic for the 21<sup>st</sup> of October, and instructed staff to begin the noticing process. A voice vote was taken. Motion carried unanimously. Trustees Kemp and Bear absent.

- B. Should the Board Approve Adoption of Resolution No. 26, Series of 2019, Entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN AND COLORADO DEPARTMENT OF LOCAL AFFAIRS AND PIKES PEAK AREA COUNCIL OF GOVERNMENTS FOR A MINI GRANT."**?

Assistant to the Town Administrator/Deputy Clerk Green introduced the topic, stating that this MOU would finalize a grant contract that would provide the Town of Fairplay up to \$5,000 to put towards the Fairplay Monument Sign design.

**Motion #4**, by Trustee Dodge, seconded by Mayor Just, that the Board Approve Adoption of Resolution No. 26, Series of 2019, Entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN AND COLORADO DEPARTMENT OF LOCAL AFFAIRS AND PIKES PEAK AREA COUNCIL OF GOVERNMENTS FOR A MINI GRANT."** A roll call vote was taken: Dodge – yes, Stapp – yes, Just – yes, Motion carried unanimously. Trustees Kemp and Bear absent.

### C. Discussion/Approval of Bid for Water Supply Services

Public Works Director Brown introduced the topic, stating that the request for proposals for water evaluation services had been sent to eight firms, and the Town had only received one response. Public Works Director Brown stated that the bid that had been received was from SGM Engineering, that the cost associated with their services was \$45,215, and that staff recommended approval of the Bid whether or not the Town received a grant to cover a portion of the services.

Mayor Just stated that he felt that the Town should move forward with this bid, and felt that the evaluation was important, especially since the Town has been approached by several developers over the last year or so.

**Motion #4**, by Trustee Dodge, seconded by Trustee Stapp, that staff engage SGM Engineering for water evaluation services whether or not the Town secures grant funding but that staff first attempt to get a grant to cover a portion of the costs. A roll call vote was taken: Dodge – yes, Stapp – yes, Just – yes. Motion carried unanimously. Trustees Kemp and Bear absent.

### D. OTHER NEW BUSINESS

There was no other business offered.

### BOARD OF TRUSTEES AND STAFF REPORTS

Assistant to the Town Administrator/Deputy Clerk Green requested direction from the Board related to the opportunity presented by ChargePoint Inc. The Board directed staff to continue conversations with ChargePoint and bring a formal donation agreement before them at the next regularly scheduled meeting.

Public Works Director Brown provided a staff report regarding the department's priorities which include finishing pothole repair, painting the lift station and sanitation office, and more. Public Works Director Brown answered several questions from the Board regarding these priorities.

Town Administrator Darrah informed the Board that the Plein Air Festival was a great success and that there was almost \$35,000 in art sales which generated just over \$2,000 for the South Park Food Bank and approximately \$1,800 for the Friends of the Fairplay Community.

Town Administrator Darrah then asked the Board for direction regarding moving forward with engaging Downtown Redevelopment Services for the 501 Main Street Feasibility Study without securing a grant. The Board directed staff to proceed in engaging Downtown Redevelopment Services LLC. for the 501 Main Street Feasibility Study without securing a grant.

Trustee Dodge stated that he felt that the summer events had gone very well and that he very much enjoyed the Plein Air Arts Celebration. Trustee Dodge then thanked staff for their effort in putting on these events.

Trustee Stapp also stated that she felt the events over the summer had gone very well.

Mayor Just informed those present that he had been given a lot of compliments on this year's Plein Air Arts Festival and that it is considered by many of the artists to be a world class event. Mayor Just then spoke about the summer events, particularly Burro Days, which he felt was much larger than last year.

### ADJOURNMENT

Mayor Just, noting that there being no further business before the Board, declared that the meeting be adjourned at 7:16 p.m.

---

Frank Just, Mayor

ATTEST:

---

Mason Green, Assistant to the Town Administrator





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Kim Wittbrodt, Treasurer  
**RE:** Paid Bills/Financials  
**DATE:** 10/3/2019

---

Agenda Item: Bills

Attached is the list of invoices paid through October 3, 2019.

Total Expenditures: \$205,912.65

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

Attached are financial statements through August 31, 2019 for all funds.

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
09/16/2019	15353	American Water Works Ass	membership fee	1	04/24/2019	324.00	517455
Total 78:						324.00	
09/16/2019	15356	Business Solutions Group,	Order of Checks	1	09/05/2019	114.39	105030
09/16/2019	15356		Order of Checks	2	09/05/2019	114.40	517214
Total 292:						228.79	
10/01/2019	15448	Caselle, Inc	Software Support	1	09/01/2019	439.50	105060
10/01/2019	15448		Software Support	2	09/01/2019	439.50	517206
Total 334:						879.00	
10/01/2019	15447	4 Rivers Equipment	forks	1	09/10/2019	1,500.00	105630
10/01/2019	15447		forks	2	09/10/2019	750.00	517465
10/01/2019	15447		forks	3	09/10/2019	750.00	517655
Total 532:						3,000.00	
09/16/2019	15358	Colorado Mountain News	summit daily ads	1	08/31/2019	1,105.12	105150
09/16/2019	15358		summit daily ads	2	08/31/2019	737.08	105172
Total 538:						1,842.20	
09/16/2019	15365	Fairplay Flume	legal /ads	1	08/31/2019	150.15	106125
09/16/2019	15365		display ads	2	08/31/2019	59.20	105162
09/16/2019	15365		display ads	3	08/31/2019	400.00	105172
10/01/2019	15452		1 yr subscription	1	09/16/2019	41.00	105140
Total 868:						650.35	
10/01/2019	15455	Main Street Garage	interceptor repair	1	09/20/2019	259.45	105420
10/02/2019	15476		Tahoe repair	1	10/02/2019	795.92	105420
Total 1336:						1,055.37	
09/16/2019	15371	Mountain States Lighting	street light pole	1	08/29/2019	2,460.00	105640
09/18/2019	15388		bases for street lights	1	08/29/2019	8,870.00	105640
Total 1402:						11,330.00	
09/16/2019	15372	Mountain View Waste	2 yd 2 monthly	1	08/31/2019	75.00	517675
Total 1414:						75.00	
10/01/2019	15458	MPH Industries, Inc.	radar repair	1	09/13/2019	168.49	105430
Total 1420:						168.49	
09/16/2019	15375	Postal Pros Southwest, Inc	water billing	1	09/10/2019	272.43	517218
Total 1699:						272.43	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
09/16/2019	15379	Town of Fairplay	501 main	1	08/31/2019	303.20	105195
09/16/2019	15379		525 hathaway	1	08/31/2019	206.10	105190
09/16/2019	15379		850 hathaway	1	08/31/2019	96.00	105186
09/16/2019	15379		23 fuller drive	1	08/31/2019	60.00	105095
Total 2134:						665.30	
10/02/2019	15479	United States Postal Servic	Bulk Mail permit	1	10/02/2019	235.00	105130
Total 2158:						235.00	
09/18/2019	15390	USABlueBook	supplies	1	09/12/2019	2,335.70	517655
10/01/2019	15465		supplies	1	09/13/2019	822.45	517655
Total 2176:						3,158.15	
10/02/2019	15480	Utility Notification Center	RTL Transmissions	1	09/30/2019	21.30	517455
10/02/2019	15480		RTL Transmissions	1	09/30/2019	21.30	517650
Total 2194:						42.60	
10/01/2019	15466	Verizon Wireless	Phones and air cards	1	10/01/2019	423.18	105455
Total 2212:						423.18	
09/16/2019	15381	Xcel Energy	street lights	1	09/03/2019	190.76	105640
10/01/2019	15469		945 quarry road	1	09/13/2019	12.50	517490
10/01/2019	15469		901 main	1	09/19/2019	252.30	105023
10/01/2019	15469		117 silverheels	1	09/19/2019	10.18	105841
10/01/2019	15469		747 bogue	1	09/19/2019	10.28	105841
10/01/2019	15469		fairplay sign #1	1	09/19/2019	11.30	105640
10/01/2019	15469		1800 beaver creek road	1	09/19/2019	769.92	517495
10/01/2019	15469		501 main	1	09/19/2019	351.85	105023
10/01/2019	15469		850 hathaway	1	09/19/2019	210.96	105186
10/01/2019	15469		525 hathaway	1	09/19/2019	114.58	105190
10/01/2019	15469		chlorinator	1	09/20/2019	27.37	517470
10/01/2019	15469		san plant	1	09/23/2019	3,597.92	517680
10/01/2019	15469		1190 castello	1	09/24/2019	112.00	105650
10/01/2019	15469		200 2nd street	2	09/24/2019	97.17	517470
10/01/2019	15469		157 6th street	3	09/24/2019	74.67	105640
10/01/2019	15469		156 5th street	4	09/24/2019	10.18	105640
10/01/2019	15469		589 beach road	5	09/24/2019	10.18	105841
10/01/2019	15469		419 front street	6	09/24/2019	15.75	105640
Total 2296:						5,879.87	
09/16/2019	15376	Snowbridge Inc.	sludge removal	1	08/14/2019	33,136.86	517660
Total 2382:						33,136.86	
09/18/2019	15389	South Park Ace & Lumber	Supplies	1	08/25/2019	53.92	105162
09/18/2019	15389		Supplies	2	08/25/2019	70.62	517670
09/18/2019	15389		Supplies	3	08/25/2019	132.13	517655
09/18/2019	15389		Supplies	4	08/25/2019	15.97	105682
09/18/2019	15389		Supplies	5	08/25/2019	5.99	105025
09/18/2019	15389		Supplies	6	08/25/2019	23.96	105130
09/18/2019	15389		Supplies	7	08/25/2019	29.73	105830

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
09/18/2019	15389		Supplies	8	08/25/2019	27.98	517615
09/18/2019	15389		Supplies	9	08/25/2019	19.30	517465
09/18/2019	15389		Supplies	10	08/25/2019	35.98	105186
09/18/2019	15389		Supplies	11	08/25/2019	4.59	105630
09/18/2019	15389		Supplies	12	08/25/2019	2.49	105625
09/18/2019	15389		Supplies	13	08/25/2019	26.96	517465
Total 2405:						449.62	
09/16/2019	15361	Darrah, Tina	plein air door prize	1	09/11/2019	23.00	105172
09/26/2019	15439		Cell Phone	1	09/23/2019	50.00	105065
Total 2462:						73.00	
09/16/2019	15354	AmeriGas	1800 CR 656 Beaver Cree	1	08/31/2019	531.15	507390
Total 2468:						531.15	
09/16/2019	15366	Java Moose	plein air catering	1	09/11/2019	767.00	105172
09/16/2019	15366		plein air reimbursement	1	09/16/2019	896.84	105172
Total 2477:						1,663.84	
09/18/2019	15385	CARD SERVICES	Supplies	1	09/01/2019	6.48	105130
09/18/2019	15385		Supplies	2	09/01/2019	20.00	105110
09/18/2019	15385		Supplies	3	09/01/2019	20.93	105150
09/18/2019	15385		Supplies	4	09/01/2019	600.00	105171
09/18/2019	15385		Supplies	5	09/01/2019	942.86	105172
09/18/2019	15385		Supplies	6	09/01/2019	85.17	105162
09/18/2019	15385		Supplies	7	09/01/2019	520.62	105172
09/18/2019	15385		Supplies	8	09/01/2019	4.53	105171
09/18/2019	15385		Supplies	9	09/01/2019	347.43	105030
09/18/2019	15385		Supplies	10	09/01/2019	71.50	517214
09/18/2019	15385		Supplies	11	09/01/2019	61.98	105150
09/18/2019	15385		Supplies	12	09/01/2019	16.42	105340
09/18/2019	15385		Supplies	13	09/01/2019	22.05	105172
09/18/2019	15385		Supplies	14	09/01/2019	36.68	517655
09/18/2019	15385		Education	15	09/01/2019	55.00	517425
09/18/2019	15385		Education	16	09/01/2019	100.00	517630
09/18/2019	15385		Supplies	17	09/01/2019	80.00	517650
09/18/2019	15385		Supplies	18	09/01/2019	69.99	105830
09/18/2019	15385		Supplies	19	09/01/2019	28.03	105630
09/18/2019	15385		Supplies	20	09/01/2019	112.31	105830
09/18/2019	15385		Education	21	09/01/2019	235.00	517425
09/18/2019	15385		Education	22	09/01/2019	119.00	105635
09/18/2019	15385		Supplies	23	09/01/2019	104.97	105430
09/18/2019	15385		Supplies	24	09/01/2019	6.75	105420
09/18/2019	15385		meeting	25	09/01/2019	35.78	105445
09/18/2019	15385		Supplies	26	09/01/2019	7.50	105630
09/18/2019	15385		Supplies	27	09/01/2019	49.33	105150
09/18/2019	15385		Supplies	28	09/01/2019	46.00	517214
09/18/2019	15385		Supplies	29	09/01/2019	46.00	105030
09/18/2019	15385		Supplies	30	09/01/2019	39.24	105070
09/18/2019	15385		Supplies	31	09/01/2019	22.05	105035
09/18/2019	15385		Supplies	32	09/01/2019	11.74	105172
09/18/2019	15385		Supplies	33	09/01/2019	17.98	105172

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2503:						3,943.32	
10/02/2019	15473	Envision Sign and Graphic	banners	1	06/03/2019	277.50	105130
10/02/2019	15473		banners	1	06/10/2019	320.00	105150
10/02/2019	15473		banners	1	06/21/2019	435.38	105150
10/02/2019	15473		banners	1	07/11/2019	122.64	105162
10/02/2019	15473		banners	1	07/23/2019	377.20	105130
10/02/2019	15473		banners	2	07/23/2019	368.60	105162
10/02/2019	15473		banners	1	08/08/2019	610.67	105130
10/02/2019	15473		banners	1	09/06/2019	12.57	105172
10/02/2019	15473		magnetic logos	2	09/06/2019	100.00	105630
Total 2528:						2,624.56	
10/03/2019	15482	Friends of the Fairplay Co	Plein Air	1	10/03/2019	1,800.00	105172
10/03/2019	15482		volunteer help at concert	2	10/03/2019	2,500.00	105150
Total 2543:						4,300.00	
10/03/2019	15484	South Park Food Bank	PLEIN AIR AUCTION DON	1	10/03/2019	2,346.00	105172
Total 2563:						2,346.00	
10/02/2019	15478	Susan Dunn	Town maps and postcards	1	10/02/2019	4,870.45	105130
10/02/2019	15478		plein air artwork and printin	2	10/02/2019	674.75	105172
10/02/2019	15478		artwork & printing	1	10/02/2019	2,362.50	105130
10/02/2019	15478		artwork & printing	2	10/02/2019	1,087.50	105172
10/02/2019	15478		artwork & printing	3	10/02/2019	281.25	105171
10/02/2019	15478		artwork & printing	4	10/02/2019	849.50	105170
10/02/2019	15478		artwork & printing	5	10/02/2019	843.75	105150
Total 2605:						10,969.70	
10/01/2019	15449	CenturyLink	7198362445	1	09/19/2019	110.55	517226
10/01/2019	15449		7198362622355B	1	09/19/2019	476.11	105065
10/01/2019	15449		alarm line-525 Hathaway	1	09/19/2019	46.85	105190
10/01/2019	15449		acct 719-836-4609 502B	1	09/19/2019	60.16	517470
10/01/2019	15449		acct 82239760	1	09/23/2019	28.63	105065
Total 2614:						722.30	
09/19/2019	15431	Winter, Anita	art sales	1	09/19/2019	350.00	105172
Total 2619:						350.00	
09/19/2019	15432	Wunder, Jane	art sales	1	09/19/2019	1,004.50	105172
Total 2625:						1,004.50	
09/19/2019	15427	Scott, Clare	art sales	1	09/19/2019	480.00	105172
Total 2627:						480.00	
09/26/2019	15445	Wittbrodt, Kim	cell phone reimb	1	09/23/2019	50.00	105065
10/01/2019	15468		mile for class	1	10/01/2019	112.05	105015

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2655:						162.05	
09/07/2019	15320	Peterson, Tim	best nocturnal	1	09/18/2019	150.00	105172
09/07/2019	15329		best of day-fri	1	09/18/2019	250.00	105172
09/19/2019	15420		art sales	1	09/19/2019	1,001.00	105172
09/19/2019	15420		patron award	2	09/19/2019	100.00	105172
Total 2699:						1,501.00	
09/16/2019	15362	Dave Slubowski	food/labor for plein air	1	09/16/2019	300.00	105172
Total 2706:						300.00	
09/16/2019	15359	Colorado Natural Gas, Inc.	natural gas	1	09/01/2019	99.23	105023
09/16/2019	15359		natural gas-shop	1	09/01/2019	87.13	105650
09/16/2019	15359		525 hathaway	1	09/01/2019	87.15	105190
09/16/2019	15359		san office	1	09/01/2019	127.85	517234
09/18/2019	15386		sewer treatment plant	1	09/01/2019	470.99	517680
Total 2728:						852.35	
10/01/2019	15463	South Park Telephone	internet 901 main	1	10/01/2019	29.98	105455
10/01/2019	15463		internet 901 main	2	10/01/2019	29.97	105065
Total 2730:						59.95	
09/26/2019	15443	Mead, Vaughn	cell phone reimb	1	09/23/2019	25.00	105645
09/26/2019	15443		cell phone reimb	2	09/23/2019	25.00	517226
Total 2739:						50.00	
09/19/2019	15409	Kasper, Gerrits	reimburse staff lunch	1	09/04/2019	63.35	105172
Multiple	15387		reimburse staff lunch	1	09/18/2019	.00	105172
			reimburse staff lunch	2	09/18/2019		105172
09/26/2019	15442		cell phone reimb	1	09/23/2019	50.00	105645
Total 2747:						113.35	
09/19/2019	15429	van der Helm, Sarah	art sales	1	09/19/2019	367.50	105172
Total 2780:						367.50	
09/19/2019	15402	Eshom, Lisa	art sales	1	09/19/2019	343.90	105172
Total 2781:						343.90	
09/19/2019	15404	Gardner, David	art sales	1	09/19/2019	278.00	105172
Total 2783:						278.00	
10/01/2019	15456	Mobile Record Shredders	record shredding	1	09/25/2019	12.00	105030
Total 2793:						12.00	
10/01/2019	15450	Chaffee County Waste	6 yd weekly	1	10/01/2019	200.00	105650
10/01/2019	15450		6 yd weekly	2	10/01/2019	200.00	105023

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2801:						400.00	
09/16/2019	15367	Jodi Messa	band for plein air	1	09/05/2019	200.00	105172
Total 2805:						200.00	
09/26/2019	15437	Bullock, Julie	cell phone reimburse	1	09/23/2019	50.00	105065
Total 2812:						50.00	
09/19/2019	15417	Nagel, Norbert	art sales	1	09/19/2019	490.00	105172
Total 2820:						490.00	
09/19/2019	15392	Brewer, Barbara	art sales	1	09/19/2019	71.00	105172
Total 2824:						71.00	
09/16/2019	15355	Bullock, Scott	artwork for burro days	1	09/10/2019	425.00	105162
09/19/2019	15394		art sales	1	09/19/2019	722.55	105172
Total 2825:						1,147.55	
09/19/2019	15398	Darrah, Paul	art sales	1	09/19/2019	653.00	105172
Total 2826:						653.00	
09/19/2019	15414	Lirette, Dottie	art sales	1	09/19/2019	426.50	105172
Total 2830:						426.50	
09/07/2019	15313	Mayfield, Susan	best of show	1	09/18/2019	500.00	105172
09/07/2019	15321		best overall artist	1	09/18/2019	250.00	105172
09/19/2019	15416		art sales	1	09/19/2019	1,280.00	105172
09/19/2019	15416		patron award	2	09/19/2019	200.00	105172
Total 2832:						2,230.00	
10/02/2019	15474	Heart of the Rockies Radio	engineering fee	1	09/30/2019	25.00	105172
10/02/2019	15474		plein air ads	1	09/30/2019	750.00	105172
Total 2836:						775.00	
10/01/2019	15451	Colorado Analytical Lab	waste water testing	1	09/19/2019	380.00	517665
10/01/2019	15451		water testing	1	09/18/2019	90.00	517475
Total 2864:						470.00	
09/16/2019	15377	South Park Brewing	beer for burro days banque	1	07/28/2019	106.15	105162
09/16/2019	15377		beer for burro days	1	07/29/2019	2,025.00	105162
09/16/2019	15377		beer for concert	1	08/27/2019	420.00	105150
09/16/2019	15377		beer for plein air	1	09/12/2019	93.10	105172
Total 2873:						2,644.25	
09/16/2019	15380	Triangle Electric, Inc.	troubleshoot well #2	1	08/28/2019	1,464.95	517465

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
09/16/2019	15380		san plant repairs	1	09/06/2019	1,831.74	517655
Total 2876:						3,296.69	
10/01/2019	15462	Shirley Septic Pumping, In	cohen park	1	09/06/2019	210.00	105842
10/01/2019	15462		concerts port a pots	1	08/23/2019	360.00	105150
10/01/2019	15462		port a pots	1	09/03/2019	450.00	105172
10/01/2019	15462		port a pots	1	09/06/2019	210.00	105120
Total 2893:						1,230.00	
09/16/2019	15374	Pavement Maintenance Se	road striping	1	09/05/2019	300.00	105670
Total 2897:						300.00	
10/01/2019	15460	Rise Broadband	internet	1	10/01/2019	105.36	517226
Total 2900:						105.36	
09/16/2019	15378	Summit County Waste Faci	sludge dispoal	1	08/31/2019	1,495.56	517660
Total 2901:						1,495.56	
10/02/2019	15475	Jean Krak	website maintenance	1	09/30/2019	123.25	105130
Total 2945:						123.25	
09/16/2019	15364	Fairplay Auto Supply	supplies	1	08/31/2019	74.75	105420
09/16/2019	15364		supplies	2	08/31/2019	49.96	105625
Total 2948:						124.71	
09/16/2019	15369	Just, Frank	employee gifts-holiday	1	09/16/2019	838.76	105070
Total 2959:						838.76	
09/19/2019	15400	Dittrich, Rita	art sales	1	09/19/2019	834.50	105172
Total 2964:						834.50	
09/19/2019	15418	Newman, Jane	art sales	1	09/19/2019	217.00	105172
Total 2967:						217.00	
09/19/2019	15419	Newman, Sandra	art sales	1	09/19/2019	692.50	105172
Total 2968:						692.50	
09/19/2019	15425	Riefenberg, Jennifer	art sales	1	09/19/2019	330.00	105172
Total 2969:						330.00	
09/19/2019	15426	Schroeder, Sylvia	art sales	1	09/19/2019	210.00	105172
Total 2971:						210.00	
09/26/2019	15444	White, Kathleen	cell phone reimb	1	09/23/2019	25.00	105645

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
09/26/2019	15444		cell phone reimburse	2	09/23/2019	25.00	517226
10/01/2019	15467		mileage to class	1	10/01/2019	154.28	517425
Total 3004:						204.28	
09/19/2019	15395	Burton, Marjorie	art sales	1	09/19/2019	90.30	105172
Total 3056:						90.30	
09/19/2019	15405	Gilman, Judith	art sales	1	09/19/2019	218.50	105172
Total 3060:						218.50	
09/19/2019	15408	Holnback, Pam	art sales	1	09/19/2019	306.50	105172
Total 3062:						306.50	
09/19/2019	15413	Leaf, Jacqui	art sales	1	09/19/2019	187.60	105172
Total 3064:						187.60	
09/07/2019	15319	Ray, Mike	best mini	1	09/18/2019	150.00	105172
09/19/2019	15423		art sales	1	09/19/2019	700.00	105172
Total 3065:						850.00	
10/03/2019	15481	Continental Divide Winery	wine for concert	1	08/08/2019	270.00	105150
10/03/2019	15481		burro days wine	1	08/08/2019	1,020.00	105162
10/03/2019	15481		wine for concert	1	09/05/2019	530.00	105150
10/02/2019	15472		wine for plein air	1	10/02/2019	600.00	105172
Total 3105:						2,420.00	
09/16/2019	15370	McGoon Productions	tgif bank	1	08/11/2019	800.00	105150
Total 3106:						800.00	
09/07/2019	15323	Prather, Richard	poster award	1	09/18/2019	250.00	105172
09/19/2019	15421		art sales	1	09/19/2019	747.50	105172
09/19/2019	15421		patron award	2	09/19/2019	100.00	105172
09/19/2019	15421		patron award	3	09/19/2019	100.00	105172
Total 3140:						1,197.50	
09/07/2019	15318	Hartman, Ken	best sunrise/sunset	1	09/18/2019	250.00	105172
09/07/2019	15328		best of day-thurs	1	09/18/2019	250.00	105172
09/19/2019	15407		art sales	1	09/19/2019	335.00	105172
Total 3145:						835.00	
09/19/2019	15412	Larimer, Nora	art sales	1	09/19/2019	965.00	105172
09/19/2019	15412		guest lunch payment	2	09/19/2019	20.00-	104770
Total 3146:						945.00	
09/19/2019	15393	Buckingham, Dawn	art sales	1	09/19/2019	757.50	105172



Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3147:						757.50	
09/07/2019	15322	Avalon, Nancy	people's choice	1	09/18/2019	250.00	105172
09/19/2019	15391		art sales	1	09/19/2019	799.80	105172
09/19/2019	15391		patron award	2	09/19/2019	100.00	105172
Total 3149:						1,149.80	
10/01/2019	15446	351 Highway 285, LLC	estip 2nd quarter	1	06/30/2019	4,942.95	105076
Total 3154:						4,942.95	
10/01/2019	15459	Omni Real Estate	rent	1	10/01/2019	1,100.00	102268
Total 3167:						1,100.00	
09/26/2019	15441	Green, Mason	cell phone reimb	1	09/23/2019	50.00	105065
Total 3175:						50.00	
09/26/2019	15436	Brown, Jimmy	cell phone reimburse	1	09/26/2019	25.00	517226
09/26/2019	15436		cell phone reimburse	2	09/26/2019	25.00	105645
Total 3199:						50.00	
09/07/2019	15331	Salado	thursday dinner	1	09/18/2019	3,684.00	105172
Total 3208:						3,684.00	
09/19/2019	15406	Graybeal, Doug	art sales	1	09/19/2019	364.00	105172
Total 3250:						364.00	
09/07/2019	15327	Marvin, Sandy	best of day-wed	1	09/18/2019	250.00	105172
09/19/2019	15415		art sales	1	09/19/2019	355.00	105172
Total 3251:						605.00	
09/19/2019	15430	Vigil, Wayne	art sales	1	09/19/2019	399.50	105172
Total 3252:						399.50	
09/19/2019	15399	DHM Design	entry sign design	1	08/05/2019	14,254.25	105886
09/19/2019	15399		riverpark design	1	09/16/2019	14,232.08	105886
Total 3254:						28,486.33	
09/07/2019	15330	Soup Pot	friday dinner	1	09/18/2019	2,950.00	105172
Total 3256:						2,950.00	
10/01/2019	15453	Garfield & Hecht, P.C.	legal	1	08/31/2019	1,610.80	105057
Total 3270:						1,610.80	
09/26/2019	15440	Ernst, Sarah	cell phone reimburse	1	09/23/2019	50.00	105065

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3313:						50.00	
09/26/2019	15438	Clark, Sean	cell phone reimburse	1	09/23/2019	25.00	105645
09/26/2019	15438		cell phone reimburse	2	09/23/2019	25.00	517226
Total 3328:						50.00	
Multiple	15373	Nichole Olquin	labor for plein air	1	09/16/2019	.00	105172
			labor for plein air	2	09/16/2019		105172
Total 3352:						.00	
09/16/2019	15368	Julia Scerbo	labor for plein air	1	09/16/2019	100.00	105172
Total 3353:						100.00	
09/16/2019	15352	AA Accurate & Affordable S	road striping	1	08/23/2019	810.00	105186
09/16/2019	15352		road striping	2	08/23/2019	1,590.00	105670
Total 3354:						2,400.00	
09/16/2019	15363	Direct Discharge Consultin	sewer line cleaning	1	08/14/2019	22,725.56	517620
Total 3355:						22,725.56	
09/16/2019	15360	Conrad Darrah	mileage to pick up sweatsh	1	09/16/2019	41.42	105172
Total 3356:						41.42	
09/16/2019	15357	Colorado Burro Rentals	burro rentals	1	09/05/2019	350.00	105172
Total 3357:						350.00	
09/18/2019	15384	Andrea Stevens	labor for plein air	1	09/18/2019	100.00	105172
Total 3358:						100.00	
09/07/2019	15317	Unsel, Virginia	best quick draw	1	09/18/2019	150.00	105172
Multiple	15428		art sales	1	09/19/2019	.00	105172
Multiple	15428		patron award	2	09/19/2019	.00	105172
			art sales	3	09/19/2019		105172
			patron award	4	09/19/2019		105172
10/01/2019	15464		art sales	1	10/01/2019	652.50	105172
Total 3359:						802.50	
09/19/2019	15397	Daley, Merri	art sales	1	09/19/2019	1,046.50	105172
Total 3361:						1,046.50	
09/19/2019	15401	Duford, Marianna	art sales	1	09/19/2019	1,902.50	105172
09/19/2019	15401		patron awards	2	09/19/2019	200.00	105172
Total 3362:						2,102.50	
09/19/2019	15403	Flanagan, Tammy	art sales	1	09/19/2019	559.80	105172

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3363:						559.80	
09/19/2019	15410	Keyes, Helen	art sales	1	09/19/2019	37.50	105172
Total 3364:						37.50	
09/19/2019	15411	Keyes, Michael	art sales	1	09/19/2019	80.00	105172
Total 3365:						80.00	
09/19/2019	15422	Quillen, Bonnie	art sales	1	09/19/2019	355.00	105172
Total 3366:						355.00	
09/19/2019	15424	Reed, Becky	art sales	1	09/19/2019	247.00	105172
Total 3367:						247.00	
09/19/2019	15396	Cadoma, Sandra	art sales	1	09/19/2019	657.00	105172
09/19/2019	15396		patron awards	2	09/19/2019	300.00	105172
Total 3368:						957.00	
09/20/2019	15433	Nichole Ogoli	plein air labor	1	09/20/2019	100.00	105172
Total 3369:						100.00	
10/01/2019	15461	Rosemary Pautler	425 main piip payment	1	10/01/2019	1,483.00	105185
Total 3371:						1,483.00	
10/01/2019	15454	John Cain	piip reimbursement	1	10/01/2019	650.00	105185
Total 3372:						650.00	
10/02/2019	15477	Michael Klepper	plein air	1	10/02/2019	50.00	105172
Total 3373:						50.00	
10/03/2019	15483	Snow Mountain Deisgn Stu	meter testing	1	08/31/2019	1,200.00	517465
Total 3374:						1,200.00	
Grand Totals:						205,912.65	

## Report Criteria:

Detail report type printed

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-40-05 AD VALOREM TAX	13,177.60	188,027.96	193,409.00	5,381.04	97.2
10-40-10 SPEC. OWNERSHIP TAX	3,173.95	17,010.92	26,000.00	8,989.08	65.4
10-40-30 INTEREST ON PROPERTY TAX	268.88	345.27	1,000.00	654.73	34.5
10-40-40 DELINQUENT TAXES	( 140.40)	( 144.76)	500.00	644.76	( 29.0)
10-40-55 50% SHAREBACK OF R&B LEVY	570.83	6,714.00	7,000.00	286.00	95.9
10-40-60 MOTOR VEHICLE REGISTRATION	94.17	2,026.89	3,700.00	1,673.11	54.8
10-40-70 SALES TAX	88,195.10	476,392.41	751,641.00	275,248.59	63.4
10-40-75 SALES TAX - STREETS	29,398.37	158,797.51	250,197.00	91,399.49	63.5
10-40-80 HIGHWAY USER'S TAX	9,622.09	25,873.30	32,000.00	6,126.70	80.9
10-40-85 SEVERANCE TAX	.00	.00	2,500.00	2,500.00	.0
10-40-86 MINERAL LEASE REVENUE	.00	.00	1,000.00	1,000.00	.0
10-40-90 CIGARETTE TAX	231.37	1,786.18	2,200.00	413.82	81.2
10-40-96 LODGING TAX	6,518.00	24,164.00	35,000.00	10,836.00	69.0
<b>TOTAL TAXES</b>	<b>151,109.76</b>	<b>900,993.68</b>	<b>1,306,147.00</b>	<b>405,153.32</b>	<b>69.0</b>
<u>LICENSES</u>					
10-41-10 LIQUOR LICENSES	278.75	2,753.75	2,000.00	( 753.75)	137.7
10-41-30 DOG LICENSES	.00	85.00	100.00	15.00	85.0
10-41-32 LIVESTOCK PERMIT	.00	120.00	50.00	( 70.00)	240.0
10-41-34 COMMERCIAL FLY FISHING PERMIT	.00	75.00	150.00	75.00	50.0
10-41-40 BUILDING PERMITS	150.00	5,234.85	5,000.00	( 234.85)	104.7
10-41-41 SURCHARGE: STREETS	19.50	296.29	397.00	100.71	74.6
10-41-42 SURCHARGE: PARKS & REC	19.50	296.32	397.00	100.68	74.6
10-41-50 FRANCHISE TAX	6,999.40	31,251.29	50,000.00	18,748.71	62.5
10-41-60 GOLD PANNING PERMITS/DONATION	2,790.00	5,280.00	7,000.00	1,720.00	75.4
10-41-70 BUSINESS LICENSES	50.00	6,825.00	6,700.00	75.00	98.9
10-41-80 SIGN PERMITS	50.00	50.00	150.00	100.00	33.3
10-41-90 EXCAVATION PERMIT	.00	100.00	200.00	100.00	50.0
10-41-92 MECHANICAL PERMIT	.00	150.00	.00	( 150.00)	.0
10-41-94 STREET CUT PERMIT	.00	.00	500.00	500.00	.0
10-41-96 FENCE PERMIT	( 4.00)	200.00	240.00	40.00	83.3
10-41-97 SPECIAL EVENTS PERMIT	1,180.00	1,590.00	2,500.00	910.00	63.6
10-41-98 RESIDE/REROOF PERMIT	200.00	300.00	2,000.00	1,700.00	15.0
<b>TOTAL LICENSES</b>	<b>11,733.15</b>	<b>54,407.50</b>	<b>77,384.00</b>	<b>22,976.50</b>	<b>70.3</b>
<u>FEE INCOME</u>					
10-42-75 PLANNING & DEVELOPMENT FEES	.00	50.00	2,000.00	1,950.00	2.5
10-42-90 COPIES & FAXES	20.05	94.55	400.00	305.45	23.6
<b>TOTAL FEE INCOME</b>	<b>20.05</b>	<b>144.55</b>	<b>2,400.00</b>	<b>2,255.45</b>	<b>6.0</b>

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>LAW ENFORCEMENT</b>					
10-45-05 TRAFFIC FINES	970.00	8,840.00	30,000.00	21,160.00	29.5
10-45-10 SURCHARGE: POLICE TRAINING	210.00	1,590.00	3,000.00	1,410.00	53.0
10-45-15 COURT COSTS	62.00	310.00	1,800.00	1,480.00	17.2
10-45-20 DEFAULT FEES	.00	120.00	150.00	30.00	80.0
10-45-30 OTHER FINES	.00	15.00	1,000.00	985.00	1.5
10-45-80 VIN INSPECTIONS	.00	92.50	200.00	107.50	48.3
10-45-90 MISCELLANEOUS	151.13	3,004.87	1,000.00	( 2,004.87)	300.5
<b>TOTAL LAW ENFORCEMENT</b>	<b>1,393.13</b>	<b>13,972.37</b>	<b>37,150.00</b>	<b>23,177.63</b>	<b>37.6</b>
<b>INTEREST INCOME</b>					
10-46-05 INTEREST ON COLOTRUST	1,173.25	9,969.01	8,000.00	( 1,969.01)	124.6
10-46-30 INTEREST ON CHECKING	11.15	455.78	625.00	169.22	72.9
<b>TOTAL INTEREST INCOME</b>	<b>1,184.40</b>	<b>10,424.79</b>	<b>8,625.00</b>	<b>( 1,799.79)</b>	<b>120.9</b>
<b>MISCELLANEOUS INCOME</b>					
10-47-00 MISCELLANEOUS INCOME	3,360.57	21,295.66	5,000.00	( 16,295.66)	425.9
10-47-10 CEMETERY	.00	.00	300.00	300.00	.0
10-47-38 TOWN CLEAN UP DONATIONS	.00	100.00	.00	( 100.00)	.0
10-47-39 FOURTH OF JULY DONATIONS	( 80.00)	6,133.00	8,500.00	2,367.00	72.2
10-47-40 DONATIONS	( 500.00)	.00	.00	.00	.0
10-47-49 STREET LIGHTING	902.62	7,024.82	10,800.00	3,775.18	65.0
10-47-50 SUMMER CONCERT SERIES	2,770.00	8,246.00	17,000.00	8,754.00	48.5
10-47-52 REAL COLORADO CHRISTMAS	.00	.00	1,000.00	1,000.00	.0
10-47-54 VICTORIAN BALL	.00	.00	5,000.00	5,000.00	.0
10-47-55 WEARABLE ART FESTIVAL	.00	1,121.00	3,000.00	1,879.00	37.4
10-47-56 BURRO DAYS	( 60.00)	43,508.00	55,000.00	11,492.00	79.1
10-47-59 BURRO DAYS RETAIL SALES	( 158.61)	9,973.76	.00	( 9,973.76)	.0
10-47-60 525 HATHAWAY - RENT & UTILITY	2,505.21	5,531.16	13,200.00	7,668.84	41.9
10-47-70 PLEIN AIR EVENT	2,761.00	10,371.06	40,000.00	29,628.94	25.9
10-47-82 CAMPING PERMITS/FACILITY USE	20.00	60.00	50.00	( 10.00)	120.0
10-47-86 GRANT REVENUE - 501 MAIN	100,000.00	100,000.00	.00	( 100,000.00)	.0
10-47-87 GRANT REVENUE	3,579.24	7,410.26	23,000.00	15,589.74	32.2
10-47-88 GRANT - RIVER PARK	8,472.11	19,017.05	.00	( 19,017.05)	.0
10-47-89 GRANT - COMM ASSESSMENT	.00	.00	13,000.00	13,000.00	.0
10-47-90 MISCELLANEOUS REVENUE-EVENTS	( 103.46)	3,630.22	3,000.00	( 630.22)	121.0
10-47-91 TOWN HALL - 901 MAIN	.00	.00	12,397.00	12,397.00	.0
<b>TOTAL MISCELLANEOUS INCOME</b>	<b>123,468.68</b>	<b>243,421.99</b>	<b>210,247.00</b>	<b>( 33,174.99)</b>	<b>115.8</b>
<b>TOTAL FUND REVENUE</b>	<b>288,909.17</b>	<b>1,223,364.88</b>	<b>1,641,953.00</b>	<b>418,588.12</b>	<b>74.5</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>ADMINISTRATION</b>					
10-50-02 401(A) EMPLOYER MATCH	408.73	3,404.98	4,726.00	1,321.02	72.1
10-50-05 SALARIES -ADMIN./CLERK/TREASUR	13,623.92	106,224.21	149,208.00	42,983.79	71.2
10-50-11 SS/MEDICARE EXPENSE	1,081.84	8,383.57	11,580.00	3,196.43	72.4
10-50-12 UNEMPLOYMENT EXPENSE	42.51	329.15	454.00	124.85	72.5
10-50-13 EMPLOYEE HEALTH INSURANCE	3,174.69	23,126.41	29,868.00	6,741.59	77.4
10-50-14 WORKER'S COMPENSATION	.00	423.00	429.00	6.00	98.6
10-50-15 EDUCATION	1,008.94	1,957.89	4,500.00	2,542.11	43.5
10-50-16 ADMIN VEHICLE	276.92	2,353.82	3,600.00	1,246.18	65.4
10-50-20 TOWN HALL EXPENSE	.00	15,496.78	30,994.00	15,497.22	50.0
10-50-23 TOWN HALL EXPENSE - UTILITIES	526.72	4,133.36	7,000.00	2,866.64	59.1
10-50-25 TOWN HALL EXP - REPAIR & MAINT	.00	3,381.20	5,000.00	1,618.80	67.6
10-50-27 TOWN HALL EXPENSE - SUPPLIES	63.06	519.50	1,000.00	480.50	52.0
10-50-30 OFFICE SUPPLIES	266.61	3,338.98	3,600.00	261.02	92.8
10-50-32 EQUIPMENT RENTAL	231.00	2,571.36	5,300.00	2,728.64	48.5
10-50-35 POSTAGE EXPENSE	14.20	24.93	650.00	625.07	3.8
10-50-40 BANK/CREDIT CARD FEES	93.00	251.00	800.00	549.00	31.4
10-50-55 BOARD OF TRUSTEE SALARY	255.00	1,035.00	2,160.00	1,125.00	47.9
10-50-57 TOWN ATTY LEGAL SERVICES	6,532.10	15,709.90	20,000.00	4,290.10	78.6
10-50-60 COMPUTER/SOFTWARE/SUPPORT	439.50	4,254.95	7,000.00	2,745.05	60.8
10-50-65 TELEPHONE/INTERNET	807.02	7,094.89	10,000.00	2,905.11	71.0
10-50-70 MISCELLANEOUS EXPENSE	323.13	2,948.89	6,000.00	3,051.11	49.2
10-50-75 CODIFICATION	.00	664.00	1,000.00	336.00	66.4
10-50-76 ESTIP AGREEMENT	165.54	9,226.01	40,000.00	30,773.99	23.1
10-50-95 EMPLOYEE HOUSING	60.00	480.00	1,000.00	520.00	48.0
<b>TOTAL ADMINISTRATION</b>	<b>29,394.43</b>	<b>217,333.78</b>	<b>345,869.00</b>	<b>128,535.22</b>	<b>62.8</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>COMMUNITY DEVELOPMENT</b>					
10-51-05 PROFESSIONAL FEES	1,120.71	10,193.61	15,000.00	4,806.39	68.0
10-51-10 EDUCATION/BENEVOLENCE (BOT)	403.63	3,397.49	5,000.00	1,602.51	68.0
10-51-20 VISITOR CENTER	168.92	1,336.19	3,000.00	1,663.81	44.5
10-51-25 GRANTS	.00	19,069.17	26,000.00	6,930.83	73.3
10-51-30 ADVERTISING AND MARKETING	1,617.56	9,375.80	15,000.00	5,624.20	62.5
10-51-34 TOWN BEAUTIFICATION	50.98	15,268.78	10,000.00	( 5,268.78)	152.7
10-51-35 TOWN CLEAN UP	.00	7,200.00	9,000.00	1,800.00	80.0
10-51-40 DUES AND MEMBERSHIPS	.00	364.00	500.00	136.00	72.8
10-51-50 TGIFAIRPLAY EXPENSE	6,417.35	17,445.99	31,600.00	14,154.01	55.2
10-51-62 BURRO DAYS	15,976.42	38,057.86	37,200.00	( 857.86)	102.3
10-51-64 WEARABLE ARTS FESTIVAL	( 302.38)	2,676.61	3,000.00	323.39	89.2
10-51-70 MISCELLANEOUS EVENTS	1,808.31	12,040.68	10,000.00	( 2,040.68)	120.4
10-51-71 FIREWORKS/4TH OF JULY	2,508.12	8,099.87	7,000.00	( 1,099.87)	115.7
10-51-72 PLEIN AIR EVENT	3,046.99	3,893.83	40,000.00	36,106.17	9.7
10-51-74 REAL COLORADO CHRISTMAS	27.60	42.77	7,000.00	6,957.23	.8
10-51-75 DONATIONS	.00	1,600.00	2,500.00	900.00	64.0
10-51-83 VICTORIAN BALL	.00	15.10	5,000.00	4,984.90	.3
10-51-85 PROPERTY IMPROVEMENT INCENTIV	1,495.00	2,289.00	20,000.00	17,711.00	11.5
10-51-86 850 HATHAWAY-BUS BARN	318.41	1,492.23	.00	( 1,492.23)	.0
10-51-90 525 HATHAWAY	426.33	5,639.70	12,000.00	6,360.30	47.0
10-51-95 501 MAIN STREET	1,433.22	214,004.22	.00	( 214,004.22)	.0
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>36,517.17</b>	<b>373,502.90</b>	<b>258,800.00</b>	<b>( 114,702.90)</b>	<b>144.3</b>
<b>JUDICIAL SYSTEM</b>					
10-53-02 401(A) EMPLOYER MATCH	8.27	167.27	.00	( 167.27)	.0
10-53-05 MUNICIPAL JUDGE SALARY	618.00	5,253.00	8,034.00	2,781.00	65.4
10-53-10 COURT CLERK	275.64	5,372.52	6,250.00	877.48	86.0
10-53-11 SS/MEDICARE EXPENSE	68.37	812.61	1,093.00	280.39	74.4
10-53-12 UNEMPLOYMENT EXPENSE	2.69	31.91	43.00	11.09	74.2
10-53-13 EMPLOYEE HEALTH INSURANCE	78.11	1,182.08	1,938.00	755.92	61.0
10-53-14 WORKER'S COMPENSATION	.00	46.00	40.00	( 6.00)	115.0
10-53-20 COURT ATTORNEY	.00	.00	500.00	500.00	.0
10-53-30 EDUCATION	.00	.00	500.00	500.00	.0
10-53-40 OPERATING EXPENSE	.00	300.00	450.00	150.00	66.7
<b>TOTAL JUDICIAL SYSTEM</b>	<b>1,051.08</b>	<b>13,165.39</b>	<b>18,848.00</b>	<b>5,682.61</b>	<b>69.9</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
10-54-01 POLICE SALARIES	17,535.07	146,454.77	216,650.00	70,195.23	67.6
10-54-04 PART TIME OFFICERS	2,762.50	8,512.50	.00	( 8,512.50)	.0
10-54-05 PENSION CONTRIBUTION	1,893.78	15,817.04	23,398.00	7,580.96	67.6
10-54-10 UNIFORMS AND ACCESSORIES	74.99	999.64	5,000.00	4,000.36	20.0
10-54-11 SS/MEDICARE EXPENSE	462.82	2,779.82	3,141.00	361.18	88.5
10-54-12 UNEMPLOYMENT EXPENSE	60.89	464.87	650.00	185.13	71.5
10-54-13 EMPLOYEE HEALTH INSURANCE	7,031.46	58,486.29	85,992.00	27,505.71	68.0
10-54-14 WORKER'S COMPENSATION	.00	5,774.00	5,774.00	.00	100.0
10-54-15 GASOLINE	1,239.15	6,283.40	7,000.00	716.60	89.8
10-54-20 VEHICLE MAINTENANCE	95.87	7,738.68	6,000.00	( 1,738.68)	128.9
10-54-24 PROFESSIONAL TRAINING EXPENSE	( 101.00)	1,286.62	4,000.00	2,713.38	32.2
10-54-26 IN-SERVICE TRAINING EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-54-28 VEHICLE RENTAL PAYMENT	1,572.42	11,911.36	14,861.00	2,949.64	80.2
10-54-30 RADAR & RADIO MAINTENANCE	.00	651.69	1,000.00	348.31	65.2
10-54-32 AMMUNITION	.00	1,016.29	.00	( 1,016.29)	.0
10-54-45 OPERATING SUPPLIES	16.89	640.62	1,000.00	359.38	64.1
10-54-50 EQUIPMENT EXPENSE	.00	1,397.50	3,000.00	1,602.50	46.6
10-54-55 TELEPHONE - POLICE LINE	328.85	2,462.44	4,200.00	1,737.56	58.6
10-54-60 MEMBERSHIPS - DUES	.00	287.50	1,000.00	712.50	28.8
10-54-65 COMPUTER/SOFTWARE/SUPPORT	.00	17,469.01	3,600.00	( 13,869.01)	485.3
10-54-75 INVESTIGATIVE SERVICES	.00	794.99	5,000.00	4,205.01	15.9
10-54-80 OFFICER RECRUITING	.00	.00	5,000.00	5,000.00	.0
10-54-87 LIABILITY INSURANCE	.00	8,318.83	.00	( 8,318.83)	.0
10-54-97 PUBLIC RELATIONS	.00	.00	500.00	500.00	.0
<b>TOTAL PUBLIC SAFETY</b>	<b>32,973.49</b>	<b>299,545.86</b>	<b>398,766.00</b>	<b>99,220.14</b>	<b>75.1</b>
<u>PUBLIC WORKS</u>					
10-56-01 SALARIES	8,272.51	67,004.13	98,692.00	29,687.87	69.3
10-56-02 401(A) EMPLOYER MATCH	228.04	2,107.11	3,151.00	1,043.89	66.9
10-56-10 SEASONAL WAGES	.00	.00	10,000.00	10,000.00	.0
10-56-11 SS/MEDICARE EXPENSE	627.14	5,077.76	8,162.00	3,084.24	62.2
10-56-12 UNEMPLOYMENT EXPENSE	24.84	201.18	320.00	118.82	62.9
10-56-13 EMPLOYEE HEALTH INSURANCE	1,464.86	24,537.35	37,359.00	12,821.65	65.7
10-56-14 WORKER'S COMPENSATION	.00	4,917.00	4,917.00	.00	100.0
10-56-15 GASOLINE & OIL - STREETS	437.15	2,973.50	4,000.00	1,026.50	74.3
10-56-25 REPAIRS & MAINT - EQUIPMENT	1,425.70	13,192.27	14,000.00	807.73	94.2
10-56-30 TOOLS, MAT'L'S, & SUPPLIES	131.37	3,552.04	5,000.00	1,447.96	71.0
10-56-35 EDUCATION & TRAINING	192.56	656.31	1,000.00	343.69	65.6
10-56-40 ELECTRIC STREET LIGHTS & SIGNS	273.17	2,382.46	6,000.00	3,617.54	39.7
10-56-45 TELEPHONE	150.00	1,175.00	2,400.00	1,225.00	49.0
10-56-50 MAINTENANCE BUILDING - UTILITY	390.78	6,812.23	6,500.00	( 312.23)	104.8
10-56-60 VEHICLE RENTAL PAYMENT	1,391.92	11,135.36	16,703.00	5,567.64	66.7
10-56-70 STREET REPAIRS	4,216.49	192,496.81	230,000.00	37,503.19	83.7
10-56-82 TOWN SHOP BUILDING REPAIRS	3,271.64	3,337.54	1,500.00	( 1,837.54)	222.5
<b>TOTAL PUBLIC WORKS</b>	<b>22,498.17</b>	<b>341,558.05</b>	<b>447,704.00</b>	<b>106,145.95</b>	<b>76.3</b>



TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b><u>PARKS &amp; RECREATION</u></b>					
10-58-30 TOOLS, MATERIALS, & SUPPLIES	432.20	3,136.42	4,000.00	863.58	78.4
10-58-41 PARKS UTILITIES	31.33	216.76	550.00	333.24	39.4
10-58-42 VAULT RESTROOMS MAINTENANCE	475.00	860.00	500.00	( 360.00)	172.0
10-58-50 CEMETERY EXPENSE	.00	300.00	1,200.00	900.00	25.0
10-58-86 FAIRPLAY RIVER PARK	7,800.00	53,265.86	100,000.00	46,734.14	53.3
10-58-95 LAND LEASE PAYMENT	.00	25,990.18	25,990.00	( .18)	100.0
<b>TOTAL PARKS &amp; RECREATION</b>	<b>8,738.53</b>	<b>83,769.22</b>	<b>132,240.00</b>	<b>48,470.78</b>	<b>63.4</b>
<b><u>NON-DEPARTMENTAL EXPENDITURE</u></b>					
10-61-15 LIABILITY INSURANCE	.00	15,928.89	17,208.00	1,279.11	92.6
10-61-17 AUDIT FEES	1,230.00	4,980.00	4,980.00	.00	100.0
10-61-23 TREASURER'S FEES - MILL LEVY	248.81	3,713.54	4,500.00	786.46	82.5
10-61-25 PUBLISHING EXPENSE	43.34	309.90	1,000.00	690.10	31.0
10-61-30 DUES & MEMBERSHIPS	.00	1,584.00	2,000.00	416.00	79.2
10-61-60 ABATEMENT	.00	.00	2,000.00	2,000.00	.0
<b>TOTAL NON-DEPARTMENTAL EXPEND</b>	<b>1,522.15</b>	<b>26,516.33</b>	<b>31,688.00</b>	<b>5,171.67</b>	<b>83.7</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>132,695.02</b>	<b>1,355,391.53</b>	<b>1,633,915.00</b>	<b>278,523.47</b>	<b>83.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>156,214.15</b>	<b>( 132,026.65)</b>	<b>8,038.00</b>	<b>140,064.65</b>	<b>(1642.</b>

TOWN OF FAIRPLAY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING AUGUST 31, 2019

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUES</u>					
20-44-10 COLORADO LOTTERY FUNDS	.00	2,389.95	3,300.00	910.05	72.4
20-44-20 PARK COUNTY GRANTS	.00	.00	25,000.00	25,000.00	.0
<b>TOTAL INTERGOVERNMENTAL REVE</b>	<b>.00</b>	<b>2,389.95</b>	<b>28,300.00</b>	<b>25,910.05</b>	<b>8.5</b>
<u>INTEREST INCOME</u>					
20-46-50 INTEREST INCOME SAVINGS	3.28	28.21	24.00	( 4.21)	117.5
<b>TOTAL INTEREST INCOME</b>	<b>3.28</b>	<b>28.21</b>	<b>24.00</b>	<b>( 4.21)</b>	<b>117.5</b>
<b>TOTAL FUND REVENUE</b>	<b>3.28</b>	<b>2,418.16</b>	<b>28,324.00</b>	<b>25,905.84</b>	<b>8.5</b>

TOWN OF FAIRPLAY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING AUGUST 31, 2019

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSE</u>					
20-73-03 BASEBALL FIELD IMPROVEMENTS	.00	.00	500.00	500.00	.0
20-73-10 COHEN PARK - IMPROVEMENTS	.00	2,500.00	27,500.00	25,000.00	9.1
<b>TOTAL OPERATION EXPENSE</b>	<b>.00</b>	<b>2,500.00</b>	<b>28,000.00</b>	<b>25,500.00</b>	<b>8.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>2,500.00</b>	<b>28,000.00</b>	<b>25,500.00</b>	<b>8.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>3.28</b>	<b>( 81.84)</b>	<b>324.00</b>	<b>405.84</b>	<b>( 25.3)</b>

TOWN OF FAIRPLAY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING AUGUST 31, 2019

INTERNAL SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
32-47-20	DEPT RENTAL PAYMENTS	3,892.34	30,470.72	42,700.00	12,229.28	71.4
	TOTAL REVENUE	3,892.34	30,470.72	42,700.00	12,229.28	71.4
	TOTAL FUND REVENUE	3,892.34	30,470.72	42,700.00	12,229.28	71.4

TOWN OF FAIRPLAY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING AUGUST 31, 2019

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
32-58-10 POLICE VEHICLES	.00	20,000.00	.00	( 20,000.00)	.0
TOTAL EXPENDITURES	.00	20,000.00	.00	( 20,000.00)	.0
TOTAL FUND EXPENDITURES	.00	20,000.00	.00	( 20,000.00)	.0
NET REVENUE OVER EXPENDITURES	3,892.34	10,470.72	42,700.00	32,229.28	24.5

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER REVENUE</u>					
51-42-05 POTABLE WATER	43,222.80	283,278.90	400,000.00	116,721.10	70.8
51-42-20 LIEN REVENUE	.00	5,928.18	.00	( 5,928.18)	.0
51-42-32 WATER FACILITY MAINTENANCE FEE	.00	213.51	500.00	286.49	42.7
51-42-34 WATER METERS, PRV, PARTS	271.40	799.94	1,000.00	200.06	80.0
51-42-36 PENALTY NON-COMPLIANCE	40.00	320.00	480.00	160.00	66.7
51-42-40 PLANT INVESTMENT FEES	.00	7,500.00	.00	( 7,500.00)	.0
51-42-60 OTHER WATER REVENUE	.00	.00	100.00	100.00	.0
<b>TOTAL WATER REVENUE</b>	<b>43,534.20</b>	<b>298,040.53</b>	<b>402,080.00</b>	<b>104,039.47</b>	<b>74.1</b>
<u>WATER-MISCELLANEOUS REVENUE</u>					
51-44-10 FEMA PROJECT	.00	4,997.37	.00	( 4,997.37)	.0
<b>TOTAL WATER-MISCELLANEOUS REV</b>	<b>.00</b>	<b>4,997.37</b>	<b>.00</b>	<b>( 4,997.37)</b>	<b>.0</b>
<u>WASTEWATER REVENUE</u>					
51-46-05 WW USER FEES	55,470.60	437,889.26	658,800.00	220,910.74	66.5
51-46-20 LIEN REVENUE	.00	5,013.12	.00	( 5,013.12)	.0
51-46-40 PLANT INVESTMENT FEES	.00	8,351.00	8,351.00	.00	100.0
51-46-60 OTHER WASTEWATER REVENUE	( 78.46)	13.18	100.00	86.82	13.2
<b>TOTAL WASTEWATER REVENUE</b>	<b>55,392.14</b>	<b>451,266.56</b>	<b>667,251.00</b>	<b>215,984.44</b>	<b>67.6</b>
<u>INTEREST/FEE REVENUE</u>					
51-48-10 INTEREST ON INVESTMENTS	2,893.88	24,285.26	25,000.00	714.74	97.1
51-48-30 LATE FEES	1,032.31	9,372.62	10,500.00	1,127.38	89.3
<b>TOTAL INTEREST/FEE REVENUE</b>	<b>3,926.19</b>	<b>33,657.88</b>	<b>35,500.00</b>	<b>1,842.12</b>	<b>94.8</b>
<b>TOTAL FUND REVENUE</b>	<b>102,852.53</b>	<b>787,962.34</b>	<b>1,104,831.00</b>	<b>316,868.66</b>	<b>71.3</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>EMPLOYEE EXPENSES</b>					
51-70-01 SALARIES	22,625.63	174,650.04	272,196.00	97,545.96	64.2
51-70-02 401A EMPLOYER MATCH	570.02	4,894.80	8,466.00	3,571.20	57.8
51-70-11 SS/MEDICARE EXPENSE	1,733.05	13,325.61	20,933.00	7,607.39	63.7
51-70-12 UNEMPLOYMENT EXPENSE	68.37	525.75	821.00	295.25	64.0
51-70-13 EMPLOYMENT HEALTH INSURANCE	4,869.30	48,974.05	75,970.00	26,995.95	64.5
51-70-14 WORKER'S COMPENSATION	.00	4,609.00	4,609.00	.00	100.0
51-70-15 BOARD OF TRUSTEE SALARIES	170.00	655.00	1,440.00	785.00	45.5
<b>TOTAL EMPLOYEE EXPENSES</b>	<b>30,036.37</b>	<b>247,634.25</b>	<b>384,435.00</b>	<b>136,800.75</b>	<b>64.4</b>
<b>OFFICE/GENERAL EXPENSE</b>					
51-72-02 BANK/CREDIT CARD FEES	541.30	3,854.86	4,500.00	645.14	85.7
51-72-06 COMPUTER/SOFTWARE/SUPPORT-O	439.50	5,465.94	7,500.00	2,034.06	72.9
51-72-10 MISCELLANEOUS	13.00	461.13	1,000.00	538.87	46.1
51-72-14 OFFICE SUPPLIES	460.90	2,420.83	2,500.00	79.17	96.8
51-72-18 POSTAGE EXPENSE	309.39	2,677.54	4,500.00	1,822.46	59.5
51-72-22 PUBLISHING EXPENSE	.00	457.25	2,500.00	2,042.75	18.3
51-72-26 TELEPHONE EXPENSE	377.05	2,923.89	3,600.00	676.11	81.2
51-72-30 TOWN HALL RENTAL PAYMENT	.00	.00	12,397.00	12,397.00	.0
51-72-34 UTILITIES-OFFICE	89.36	1,255.72	2,400.00	1,144.28	52.3
51-72-38 VEHICLE/EQUIP RENTAL TO ISF	928.00	7,424.00	11,136.00	3,712.00	66.7
51-72-42 VEHICLE MAINTENANCE/REPAIR	1,413.05	2,632.30	5,000.00	2,367.70	52.7
<b>TOTAL OFFICE/GENERAL EXPENSE</b>	<b>4,551.55</b>	<b>29,573.46</b>	<b>57,033.00</b>	<b>27,459.54</b>	<b>51.9</b>
<b>CONTRACTUAL FEES</b>					
51-73-20 AUDITOR FEES	1,870.00	7,870.00	7,720.00	( 150.00)	101.9
51-73-40 INSURANCE-PROPERTY/LIABILITY	.00	11,180.26	17,116.00	5,935.74	65.3
51-73-60 LEGAL FEES	.00	4,920.00	5,000.00	80.00	98.4
<b>TOTAL CONTRACTUAL FEES</b>	<b>1,870.00</b>	<b>23,970.26</b>	<b>29,836.00</b>	<b>5,865.74</b>	<b>80.3</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER - PLANT &amp; EQUIPMENT</u>					
51-74-10	CHEMICAL AND SUPPLIES	.00	1,261.57	1,700.00	438.43 74.2
51-74-15	COMPUTER EXPENSE-WATER SYSTE	900.00	1,479.00	4,000.00	2,521.00 37.0
51-74-20	DITCH MAINTENANCE	.00	.00	1,000.00	1,000.00 .0
51-74-25	EDUCATION	.00	760.68	3,000.00	2,239.32 25.4
51-74-30	ENGINEERING FEES	.00	17,417.70	7,000.00	( 10,417.70) 248.8
51-74-35	FUEL	218.57	1,486.75	2,000.00	513.25 74.3
51-74-40	HASP MEMBERSHIP DUES	.00	.00	1,400.00	1,400.00 .0
51-74-45	LEAKS AND REPAIRS	1,560.42	15,812.70	10,000.00	( 5,812.70) 158.1
51-74-50	MISCELLANEOUS	.00	.00	2,000.00	2,000.00 .0
51-74-55	PERMITS/DUES/LOCATES	246.98	813.23	1,000.00	186.77 81.3
51-74-60	PUMPHOUSE EXPENSE	.00	.00	500.00	500.00 .0
51-74-65	REPAIR & MAINTENANCE-EQUIP	.00	3,807.17	7,000.00	3,192.83 54.4
51-74-70	UTILITIES	111.56	1,150.09	20,000.00	18,849.91 5.8
51-74-75	TESTING AND SUPPLIES	493.00	1,661.19	2,000.00	338.81 83.1
51-74-80	TOOLS AND SUPPLIES	85.15	431.00	3,000.00	2,569.00 14.4
51-74-85	WATER METERS	.00	1,495.32	1,000.00	( 495.32) 149.5
51-74-90	WATER TANKS	12.61	106.12	1,000.00	893.88 10.6
51-74-95	WATER TREATMENT PLANT	1,481.22	7,852.42	15,000.00	7,147.58 52.4
	<b>TOTAL WATER - PLANT &amp; EQUIPMENT</b>	<b>5,109.51</b>	<b>55,534.94</b>	<b>82,600.00</b>	<b>27,065.06 67.2</b>
<u>WASTEWATER-PLANT &amp; EQUIPMENT</u>					
51-76-10	CAPITAL EXPENDITURES	.00	.00	30,000.00	30,000.00 .0
51-76-15	CHEMICALS AND SUPPLIES	1,063.46	2,199.26	2,000.00	( 199.26) 110.0
51-76-20	COLLECTION SYSTEM MAINTENANC	.00	13,500.00	40,000.00	26,500.00 33.8
51-76-25	COMPUTER EXPENSE-WWW SYSTEM	662.50	2,162.50	4,000.00	1,837.50 54.1
51-76-30	EDUCATION	.00	96.00	3,000.00	2,904.00 3.2
51-76-35	ENGINEERING FEES	.00	13,976.55	2,500.00	( 11,476.55) 559.1
51-76-40	FUEL	218.59	1,486.77	1,500.00	13.23 99.1
51-76-45	MISCELLANEOUS	.00	115.81	1,000.00	884.19 11.6
51-76-50	PERMITS/DUES/LOCATES	2,856.24	3,418.12	4,000.00	581.88 85.5
51-76-55	REPAIRS AND MAINTENANCE-EQUIP	9,111.49	43,621.92	40,000.00	( 3,621.92) 109.1
51-76-60	SLUDGE REMOVAL/DISPOSAL	874.96	874.96	32,000.00	31,125.04 2.7
51-76-65	TESTING AND SUPPLIES	1,605.00	4,751.46	10,000.00	5,248.54 47.5
51-76-70	TOOLS AND SUPPLIES	1,057.71	1,388.69	1,000.00	( 388.69) 138.9
51-76-75	TRASH	75.00	525.00	900.00	375.00 58.3
51-76-80	UTILITIES-PLANT	4,100.32	43,318.80	50,000.00	6,681.20 86.6
	<b>TOTAL WASTEWATER-PLANT &amp; EQUIP</b>	<b>21,625.27</b>	<b>131,435.84</b>	<b>221,900.00</b>	<b>90,464.16 59.2</b>
<u>DEBT SERVICE</u>					
51-80-02	LOAN PRINCIPAL	.00	.00	203,400.00	203,400.00 .0
51-80-04	LOAN INTEREST	.00	57,019.73	114,190.00	57,170.27 49.9
	<b>TOTAL DEBT SERVICE</b>	<b>.00</b>	<b>57,019.73</b>	<b>317,590.00</b>	<b>260,570.27 18.0</b>



TOWN OF FAIRPLAY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING AUGUST 31, 2019

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	63,192.70	545,168.48	1,093,394.00	548,225.52	49.9
NET REVENUE OVER EXPENDITURES	39,659.83	242,793.86	11,437.00	( 231,356.86)	2122.9





## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Julie Bullock, Special Events Coordinator

**RE:** Presentation of Checks to Several Non-profits

**DATE:** October 3, 2019

---

We are happy to have the following checks for you to present to our non-profit partners from the summer events.

\$4,300 – to the Friends of the Fairplay Community  
    \$2,500 from the TGIF Concert Series  
    \$1,800 from the Plein Air art sales

\$2,396 – to the South Park Food Bank from Plein Air Auction proceeds.

Each of these organizations will have a representative present to receive their check.

**“Where History Meets the High Country”**





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Kim Wittbrodt, Treasurer  
**RE:** Resolution Approving PIIP Agreement with Gabby Lane  
**DATE:** October 7, 2019

---

Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with Gabby Lane for the 480 Witcher Lane Exterior Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$577.00 to prep and paint exterior of home. The property taxes paid for this property over the last five years is \$577.00. You have \$4,407.00 left in your PIIP line item for 2019. The estimate for the repair and painting is \$5,700.00. Staff recommends approval.

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



**TOWN OF FAIRPLAY, COLORADO  
RESOLUTION NO. 2019-27**

**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 GABBY LANE FOR THE 480 WITCHER LANE 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 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 Gabby Lane 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 7th day of October, 2019.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

\_\_\_\_\_  
Frank Just, Mayor

ATTEST:

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





**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT  
(Gabby Lane, 480 Witcher Lane)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (480 Witcher Lane Exterior Project) (hereafter referred to as the "480 Witcher Lane Exterior Project PIIP Agreement") is made and executed this 7th day of October, 2019, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Gabby Lane, (hereafter referred to as the "Owner").

WITNESSETH

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 480 Witcher Lane, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by repairing and painting the exterior of the home, shed and garage, which improvement will enhance the appearance of the Property and of the Town; and

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

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

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

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

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

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

10/3/19  
PIIP AGREEMENT LANE

3. **Cost of Project.** The estimated cost of the Project is Five Thousand Seven Hundred Dollars (\$5,700.00).

4. **Contractor.** The contractors performing the work All American Paint Company. Any change of contractor shall require prior Town approval.

5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be Five Hundred Seventy Seven Dollars (\$577) 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: Gabby Lane  
PO Box 1430  
Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

---

Frank Just, Mayor

---

Tina Darrah, Town Clerk

OWNER:

---

Gabby Lane

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): GABBY LANE

Property Address: 480 WITCHER LANE

Mailing Address: PO. BOX 1430

Phone: 970-376-2066

Email: FLUBYEU @ Yahoo. 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.):

Remodeling NEW WINDOWS already finished, Replacing MISC SIDING and fascia TRIM wood Repainting House (Same Colors) Re-staining Front Porch & Railing & Rear Deck. House NEW color stays the same may change TRIM

Estimated Cost of Project: \$ 5700.00

Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): 576.83

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

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: Gabby Lane Date: 10-3-19

**DANA TORGERSEN**

Telephone: 970.333.1122

P.O. Box 362

Fairplay, CO 80440

www.allamericanpaintcompany.com

danathepainter@gmail.com

GABBY LANE  
480 FIFTH ST.  
FAIRPLAY, CO 80440

EXTERIOR

- 3 COATS TIMBERFLEX ALASKAN LOG OIL ON LOG RAILINGS, + UNDERNEATH DECK FENCE.
- 2 COATS SEMI-TRANSPARENT U.V. PLUS OIL ON DECK FLOOR, AND BACK DECK FASCIA + POSTS.
- FULL PREP ON HOUSE, SCRAPE, SAND, CAULK, OIL PRIME WEAR NEEDED, FILL NAIL HOLES
- 2 COATS OF DURATION ON TRIM, + SIDING.

MATERIALS, + LABOR

\$ 5,700.00

BID CHOICE \_\_\_\_\_

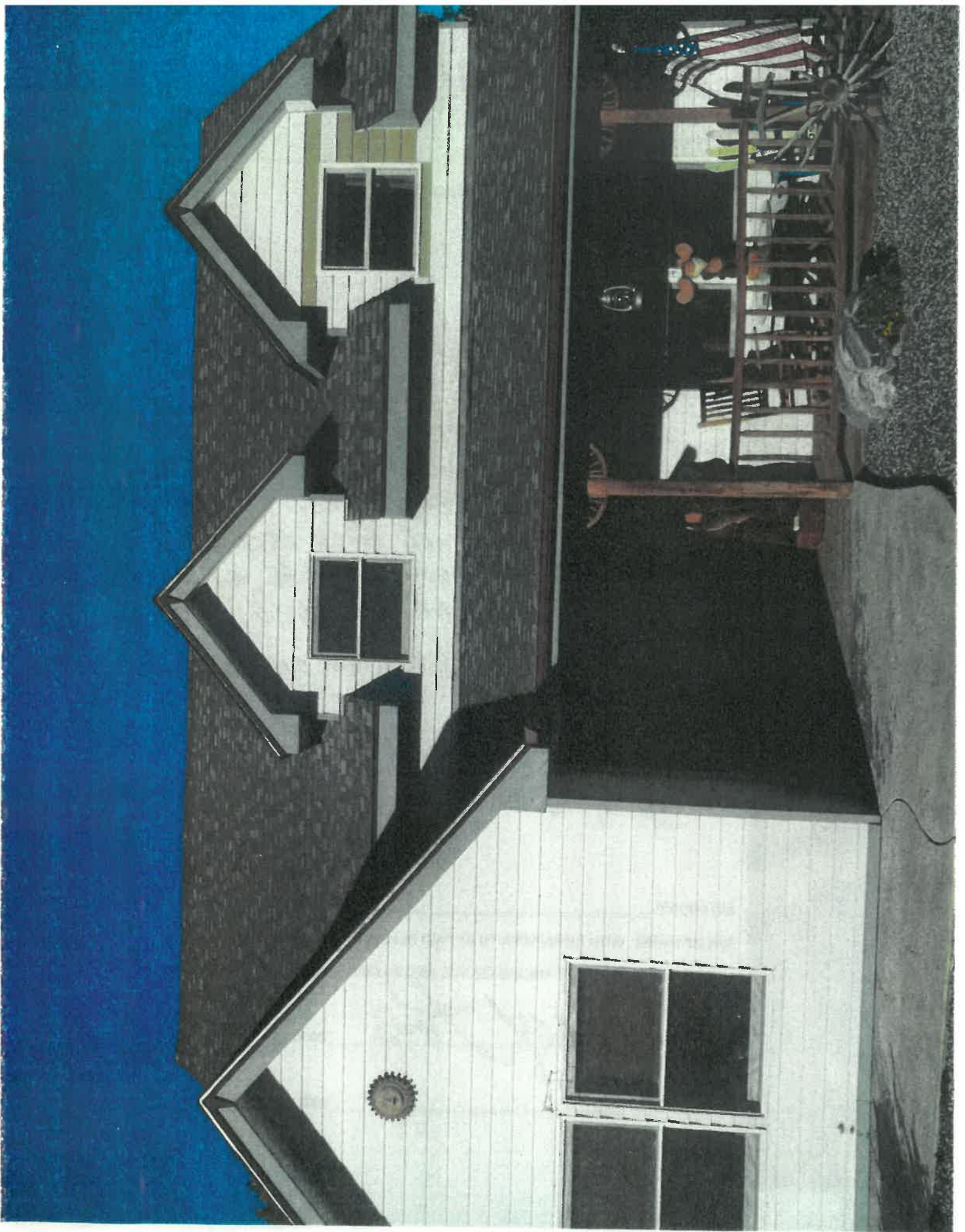
50% UP FRONT, WITH REMAINDER TO BE PAID IN FULL WHEN JOB IS COMPLETE

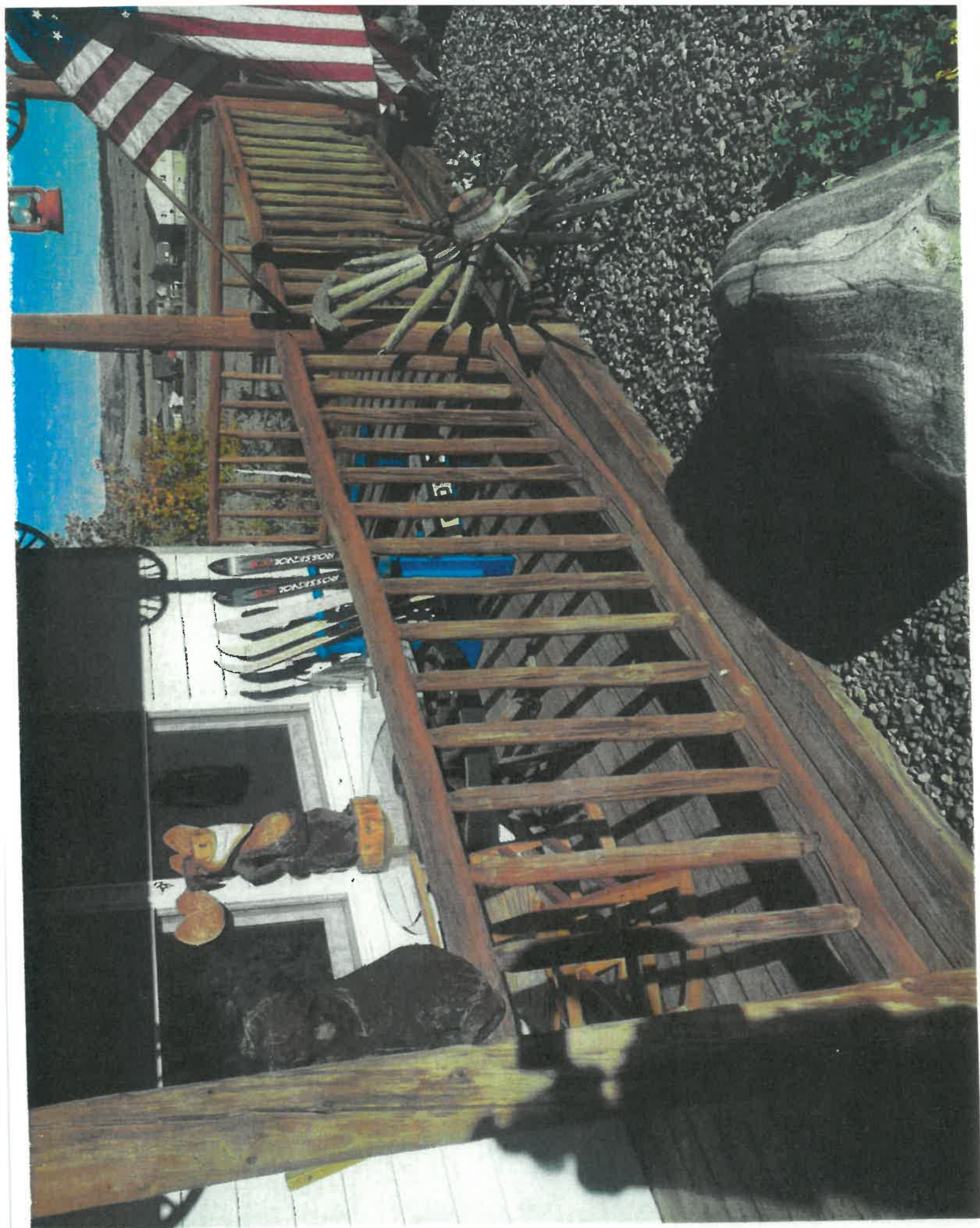
I AGREE TO THE TERMS OF THE BID CHOICE, AND PAYMENT TERMS AS DESCRIBED ABOVE.

SIGNATURE Gabby Lane DATE 10.3.19

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

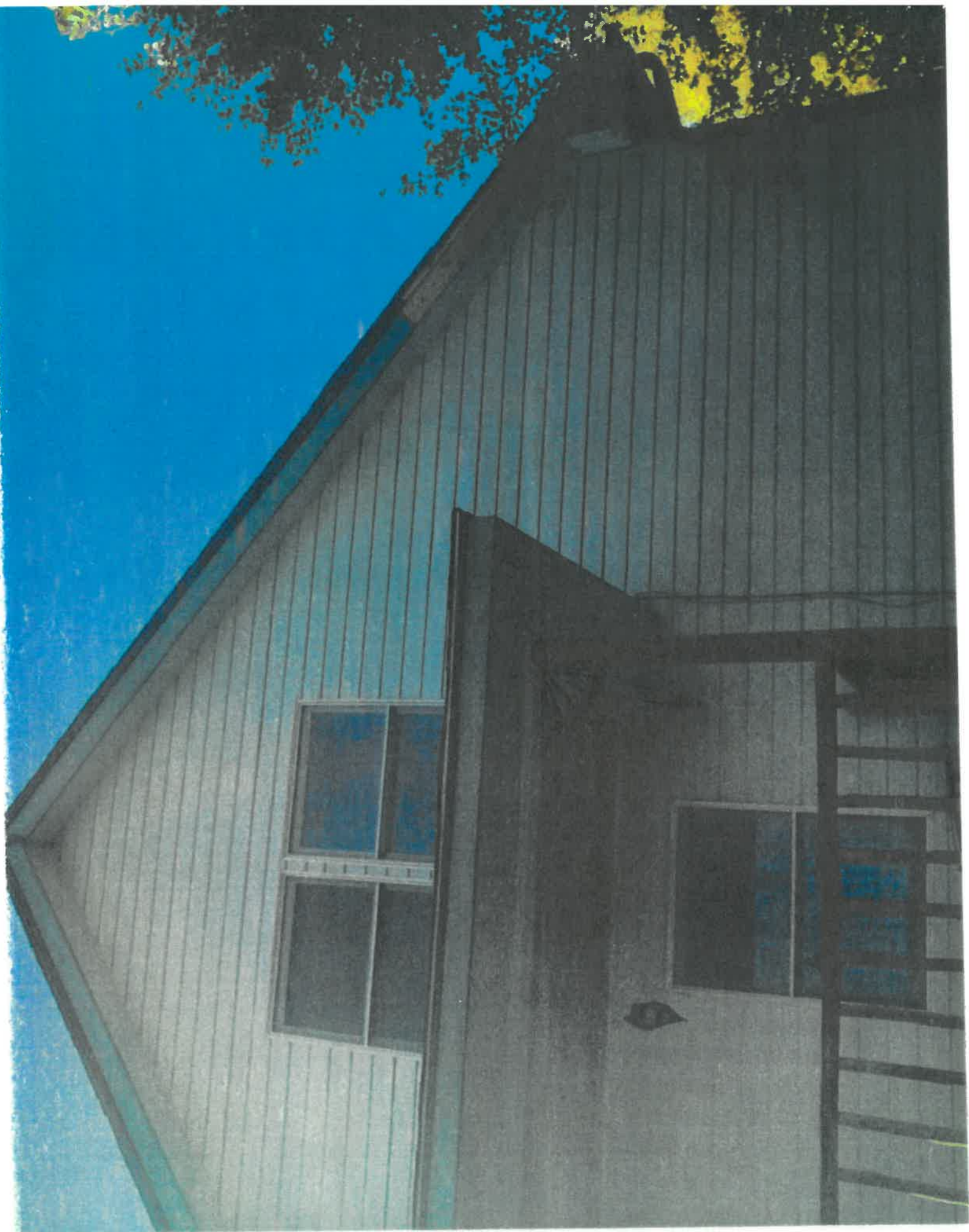




















## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Resolution Approving Amended PIIP Agreement with Amanda Woodbury

**DATE:** October 3, 2019

---

Agenda Item: Resolution for Amended PIIP Agreement.

You previously approved a PIIP agreement with Amanda Woodbury for a new roof at 902 Main Street. The contractor started the project and it was determined by the building inspector that the roof decking had to be replaced. This was not in the original bid for the project. The new cost for the project is \$8,726.00. Amanda has \$510.00 tax money still available for the project and would like to update her agreement to include that amount. The total she is requesting is \$4,052.00. This is the amount paid over the last 5 years.

You have \$3,829.00 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. 2019-28**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AMENDING THE PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND AMANDA WOODBURY FOR THE 902 MAIN STREET ROOFING PROJECT.**

**WHEREAS**, Amanda Woodbury applied for a PIIP Agreement in 2019 for the 902 Main Street Roofing Project and the Agreement was approved via Resolution No. 17, series of 2019; and,

**WHEREAS**, the scope of work changed due to a requirement by the building inspector; 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 7th day of October, 2019.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

\_\_\_\_\_  
Frank Just, Mayor

ATTEST:

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





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

THIS AMENDED PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (902 Main Street Roofing Project) (hereafter referred to as the "902 Roofing Project Amended PIIP Agreement") is made and executed this 7th day of October, 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 Amended PIIP Agreement, the Town Board of the Town specifically finds that the criteria for approval of an Amended 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 Amended PIIP Agreement.

NOW THEREFORE, the parties hereto, for themselves, their successors and assigns (to the extent this Amended 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 Amended 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 Amended 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 Amended PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

10/3/19  
PIIP AGREEMENT WOODBURY2019

3. **Cost of Project.** The estimated cost of the Project is Eight Thousand Seven Hundred Twenty Six Dollars (\$8,726.00).
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 Four Thousand Fifty Two Dollars (\$4,052.00) 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 Amended 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 Amended 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 Amended 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 Amended PIIP Agreement may be recorded and shall be binding on Owner's successors and assigns.
11. **Amendments.** This Amended 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 Amended 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:         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

10/3/19

## Kim Wittbrodt

---

**From:** Amanda Woodbury <mandywbry66@gmail.com>  
**Sent:** Thursday, September 26, 2019 8:57 AM  
**To:** Kim Wittbrodt  
**Subject:** Roofing project on 902 Main Street Fairplay...  
**Attachments:** Invoice\_1064\_from\_Mines\_Roofing\_Inc.pdf

Kim,

Because the roof decking was beyond repairing it has had to be replaced. The inspector has required this additional portion of the roofing project so I am forwarding the invoice for that decking to you in hopes that most of one half the cost will be reimbursed by what is left of my taxes paid in the P.I.I. Program.

The amount is \$1641.00

The original cost of the roof was \$7085.73

I have paid them \$3542.87 to date.

Amanda Woodbury  
South Platte Prospects, I.I.C.  
P.O. Box 4, Como, CO. 80432 0004  
719-839-8024



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Mason Green, Assistant to the Town Manager/Deputy Clerk

**RE:** Professional Services Agreement with Downtown Redevelopment Services LLC.

**DATE:** October 3, 2019

---

Approval of this Professional Services Agreement will formally enter the Town into a contract with Downtown Redevelopment Services LLC. for the 501 Main Street Feasibility Study. The contract was been reviewed and approved by staff and Town Attorney Paul Wisor.

Staff recommends approval of this agreement.

Approval of Resolution No. 29 requires a motion, a second and a roll call vote.

**“Where History Meets the High Country”**



**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 29  
Series of 2019**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND DOWNTOWN REDEVELOPMENT SERVICES LLC. FOR THE 501 MAIN STREET FEASIBILITY STUDY.**

**WHEREAS**, the Town of Fairplay desires to undertake a feasibility study on the property known as 501 Main Street, Fairplay Colorado; and,

**WHEREAS**, the Town of Fairplay requested proposals to perform said study; and,

**WHEREAS**, the Board of Trustees interviewed and selected Downtown Redevelopment Services to perform said study; and,

**WHEREAS**, the Board of Trustees desires to enter into a Professional Services Agreement for the 501 Main Street Feasibility Study.

**NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO**, that the Professional Services Agreement between the Town of Fairplay and Downtown Redevelopment Services LLC., attached hereto as Exhibit A, dated October 8, 2019, is hereby authorized and approved and the Mayor and/or Town Administrator are authorized to execute the same on behalf of the Town.

**RESOLVED, APPROVED, and ADOPTED** this 7<sup>th</sup> day of October, 2019.

TOWN OF FAIRPLAY, COLORADO

(Seal)

\_\_\_\_\_  
Frank Just, Mayor

ATTEST:

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







PROFESSIONAL PLANNING SERVICES AGREEMENT

between

Downtown Redevelopment Services, LLC

and

Town of Fairplay, Colorado

THIS PROFESSIONAL PLANNING SERVICES AGREEMENT (“Agreement”), made, entered into, and signed on this the 7<sup>th</sup> day of October 2019 (“Effective Date”), by and between Downtown Redevelopment Services, LLC, an Ohio limited liability company (“Consultant”) and the Town of Fairplay, a Colorado statutory town (“Town”).

**WITNESSETH:**

WHEREAS, Town desires to engage a qualified and experienced planning consultant to furnish professional and technical services for a project known as County Building Adaptive Reuse and Feasibility Study Project (“Project”); and

WHEREAS, Consultant has represented to Town that it is qualified and experienced to perform the services described herein, and has available the personnel and facilities necessary to accomplish the work within the required time frame; and

WHEREAS, Town and Consultant acknowledge that the Project is subject to certain requirements of law.

NOW, THEREFORE, Town and Consultant agree as follows:

**I. DESCRIPTION OF PROJECT**

Town and Consultant agree that the Project is as described in Exhibit A, which is attached to and incorporated herein by reference, and entitled the "Scope of Work." Town and Consultant recognize that during the course of performing the services under this Agreement, the Project may need to be reduced, expanded, or otherwise modified.

Consultant Initial

A handwritten signature in blue ink, appearing to be "DSE", is written over a horizontal line.

1

Town Initial \_\_\_\_\_



## II. SCOPE OF CONSULTING SERVICES:

Consultant agrees to perform those professional, technical, and other services described in Exhibit A and in any written amendments to this Agreement. Unless modified in writing by both parties, the duties of Consultant shall not be construed to exceed those services specifically set forth herein.

**A. Scope of Consulting Services.** Consultant agrees to perform those tasks (“Work”) described in the documents entitled Scope of Work which is attached hereto and incorporated herein as Exhibit A. Consultant shall obtain any necessary permits and licenses required for the performance of Consultant’s work, if any such permits or licenses are required by law.

### **B. Change of Scope of Consulting Services.**

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

**C. Opinions of Costs.** Any opinions of probable costs prepared by Consultant represent Consultant’s best judgment as a professional familiar with the industry. Town recognizes that Consultant has no control over costs or the prices of labor, equipment, or materials, or over a contractor’s method of pricing. Consultant makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

## III. CONTRACT TERM

**A. Contract Term.** Subject to Exhibit B, the term of the contract is set forth on the Scope of Work attached to and incorporated within this Agreement as Exhibit A.

**B. Completion Date.** Consultant shall commence the Work under this Agreement on a date established by an exhibit to this Agreement (“Commencement Date”), such exhibit is attached to and incorporated within this Agreement as Exhibit B. Consultant shall complete the Work no later than the date established by an exhibit to this Agreement (“Completion Date”), such exhibit is attached to and incorporated within this Agreement as Exhibit B. If, however, such Commencement Date or Completion Date is impractical due to changes in Consultant’s scope of work, the Commencement Date or Completion Date shall be adjusted in writing as agreed by the parties pursuant to Section II(B). Delays beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall,

Consultant Initial   *JK*  

2

Town Initial \_\_\_\_\_



notwithstanding anything to the contrary contained herein, excuse the performance of Consultant and delay the Completion Date for a period equal to such prevention, delay, or stoppage.

**IV. SCOPE OF TOWN SUPPORT:**

Town agrees to provide the following:

A. All criteria and full information as to Town's requirements for the Project.

B. Available information and data pertinent to the Project.

C. Timely reviews of work product.

D. Town shall appoint a Town's project manager with respect to work to be performed under this Agreement who shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by Town on any aspect of the work shall be directed to the project manager. Said Town's project manager shall have complete authority to transmit instructions, receive information, and interpret and define Town's policies. Consultant shall be entitled to rely on representations made by said Town's project manager unless otherwise directed in writing by Town.

E. Town shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. Town will also endeavor to keep Consultant advised concerning the progress of Town's review of the work.

F. Unless included in Consultant's services as identified in Article II, Town will furnish without charge, upon Consultant's reasonable request, the following information to the extent it is within Town's possession or control:

(i) Such maps, records, laboratory tests, survey ties, benchmarks, or other data pertinent to the services to be rendered by Consultant;

(ii) Available data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project;

(iii) When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

G. Provide Consultant's personnel with access to the Project site to allow timely performance of the work required by this Agreement.

**V. AUTHORIZATION AND PROGRESS:**

Consultant Initial BL

3

Town Initial \_\_\_\_\_



Town grants specific authorization for Consultant to proceed with the Work described in Exhibit A on the Commencement Date set forth in Exhibit B.

## VI. COMPENSATION

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

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

## VII. RESPONSIBILITY OF CONSULTANT, INDEMNIFICATION

A. **Professional Services.** Consultant is employed to render professional and technical services only, and any payments made to Consultant are compensation solely for such services rendered and recommendations made in carrying out the Work. Consultant shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Consultant's services are rendered.

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

C. Consultant shall promptly pay all bills incurred by the Consultant in the performance of the Work hereunder, including, without limitation, bills for labor, services, equipment, and materials provided to Consultant. Consultant shall not cause any lien or charge to be fixed, filed, or otherwise assessed against the Town or the Town's property. In the event any such lien or

Consultant Initial   *FL*  

4

Town Initial \_\_\_\_\_



charge is asserted or filed against the property, Consultant shall cause such lien or charge to be discharged promptly

D. Except as otherwise authorized by Town and except as is reasonably necessary for Consultant to perform its Work hereunder, all communication between Consultant and the Town's end-users shall be forwarded through or with the knowledge of Town.

### IX. INSURANCE

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

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

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

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

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy. Consultant and Town acknowledge and agree Consultant is not required to carry worker's compensation insurance pursuant to Ohio state law, and no officers, employees, or consultants of Consultant shall be entitled to coverage under the Town's worker's compensation insurance by virtue of this Agreement.

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled,

Consultant Initial BL

5

Town Initial \_\_\_\_\_



terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

### X. SUBCONTRACTS

A. Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the Work to be performed under this Agreement. Consultant shall be responsible for all work products and actions of all of Consultant's subcontractors. Subcontractors must comply with the same insurance requirements as the Consultant.

B. Employment of or Contract with Illegal Aliens: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, Consultant certifies as of the date of this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Consultant will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Consultant is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall be required to notify the subcontractor and Avon within three (3) days that the Consultant has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Consultant shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Consultant's actual knowledge. The Consultant shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Consultant is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine

Consultant Initial BSL

Town Initial \_\_\_\_\_



compliance with this provision and applicable state law. If the Consultant violates this provision, Avon may terminate this Agreement, and the Consultant may be liable for actual and/or consequential damages incurred by Avon, notwithstanding any limitation on such damages provided by such Agreement.

### **XI. SUSPENSION OF WORK**

Town may suspend, in writing, all or a portion of the Work. Consultant may request that the Work be suspended by notifying Town, in writing, of circumstances that are interfering with the normal progress of work. Consultant may suspend work on Project in the event Town does not pay any invoice when due. The time for completion of the Work shall be extended by the number of days work is suspended. If any period of suspension exceeds 90 days, the parties are granted the option to terminate work on the suspended portion of Project in accordance with Article XII.

### **XII. TERMINATION OF WORK**

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

### **XIII. CONFLICT OF INTEREST**

A. Consultant certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of Town, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Consultant or its subcontractors and that no person associated with Consultant or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.

B. Should Consultant become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, Consultant shall immediately notify Town.

Consultant Initial BU

Town Initial \_\_\_\_\_



C. Consultant warrants that Consultant and Consultant's subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for Consultant or its subcontractor(s) to solicit or secure this Agreement and that Consultant and Consultant's subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement.

D. Consultant shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

#### XIV. DOCUMENTS

A. Neither Town nor the Consultant shall make changes in the other's drawings and specifications or reports without the written permission of the other party. Consultant shall have no responsibility or liability for any revisions made to the drawings and specifications or reports without Consultant's permission.

B. Upon payment to Consultant of all sums due for work performed on the Project by Consultant, original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of Town but Consultant shall have the unlimited right to use such drawings, specifications, and reports and the intellectual property therein. Town shall not reuse or make any modifications to the plans and specifications without prior written authorization by Consultant. Town hereby releases Consultant from all damages, claims, and losses arising out of any use of such original documents by Town other than for information and reference in connection with the use, operation and occupancy of the Project by Town and others. Town further agrees that Town will not hereafter disseminate any of such original documents or copies thereof for use by other parties in connection with consulting services. Nothing stated herein shall prevent Consultant from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of Town is disclosed to such other Town or any other party.

C. Consultant agrees that any electronic or other documents provided to the Consultant by the Town for the Consultant's use on the Project belong to and remain the property of the Town. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense. Except as necessary for the Project, Consultant will not disseminate any such documents to third parties without the Town's written approval and will not make use of any such documents in

Consultant Initial BL

8

Town Initial \_\_\_\_\_





connection with rendering professional services relative to the construction of other facilities for other Towns.

### **XV. CONSULTANT TO COOPERATE**

If Town undertakes or awards other contracts for additional related work, Consultant shall cooperate with such other consultants or other independent contractors of Town and the Town's employees, and to the extent reasonably practical Consultant shall fit its own work to such additional work as may be directed by Town. To the extent reasonably practical, Consultant shall not commit or permit any act which will interfere with the performance of work by any other consultant or independent contractor of Town or any employee of Town. Neither the professional activities of Consultant, nor the presence of Consultants or its employees and subconsultants at a construction site shall relieve the general contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods sequences, techniques or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. Consultant has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. Town agrees that the general contractor is solely responsible for jobsite safety and warrants that this intent shall be made clear in the Town's agreement with the general contractor. Town also agrees that Consultant shall be indemnified and shall be made additional insureds under the general contractor's general liability insurance policy.

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

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

### **XVI. COMPLIANCE WITH LAW**

Consultant shall observe and render services in conformance with applicable laws, ordinances, codes, rules, and regulations of federal, state, and local governments, and any subdivision

Consultant Initial BC

9

Town Initial \_\_\_\_\_



thereof, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the services performed hereunder.

### **XIX. AUDITS AND INSPECTORS**

A. All services performed by Consultant shall be subject to the general administration, coordination, and inspection of the Town at all reasonable times. In coordination with Consultant, Town shall provide sufficient, safe, and proper facilities at all times for construction services and construction contractors. Consultant shall furnish inspection of the work and shall furnish all information concerning the services. To the extent reasonably practical, Consultant's services shall be performed in character, sequence, and timing so that they will be coordinated with those of the Town. At any time during normal business hours and as often as Town may deem reasonably necessary, Consultant shall make available to Town and/or employees and representatives of Town for examination all of Consultant's records with respect to matters covered by this Agreement. Consultant shall also permit Town and/or employees and representatives of Town to audit, examine, and make copies, excerpts or transcripts of such records relating to matters covered by this Agreement. Town's right to audit and inspect Consultant's records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead, or profit.

B. Except as otherwise provided in this Agreement, Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of its proposal and billings and shall make such material available at all reasonable times during the period of the Agreement, and for one year from the date of final payment under the Agreement, for inspection by Town or any reviewing agencies. Consultant agrees that the provisions of this Article XIX.B shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

C. Consultant shall maintain and make available to Town copies of the drawings, calculations, specifications, and other documents and information as reasonably requested by Town. Submission or distribution of such documents to meet official regulatory requirements is not to be construed as publication in derogation of the Town's or the Consultant's rights in the documents.

### **XX. INDEPENDENT CONTRACTOR**

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Consultant shall have full power and authority to select the means, manner, and method of

Consultant Initial Bu

Town Initial \_\_\_\_\_



performing Consultant's services without detailed control or direction by the Town. Nothing in this Agreement shall be interpreted or construed to establish Consultant or any of its employees as the agent, employee, or representative of Town, except that the Scope of Work described in Exhibit A may include having employees of Consultant serve as a representative of Town during the Project.

**XXI. ASSIGNMENT, SUCCESSORS AND ASSIGNS**

This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. Nothing in this Agreement shall be construed to grant any right, interest, or benefit in this Agreement to any person or entity other than Town and Consultant and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Town and Consultant and not for the benefit of any other party.

This Agreement and the parties' interests therein may not be assigned, sublet, or transferred by Town or Consultant without prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

**XXII. INTEGRATION**

This Agreement represents the entire understanding of Town and Consultant as to those matters contained herein. This Agreement supersedes all prior negotiations or agreements with respect to the subject matter herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in a writing signed by both parties.

**XXIII. JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the Commonwealth of Pennsylvania. Any litigation regarding this Agreement, the Project, or the rights and obligations of Town or Consultant under this Agreement shall be filed in the courts of Park County, Colorado. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.

**XXIV. NOTICES**

Consultant Initial   *Pa*  

Town Initial \_\_\_\_\_



All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

Downtown Redevelopment Services, LLC (“Consultant”), 1617 Akron-Peninsula Road, Suite 203, PO Box 131, Cuyahoga Falls, Ohio 44221 & 750 Kearns Blvd, Suite 230, PO Box 325, Park City, UT 84060

Tina Darrah, Town Administrator, Town of Fairplay (“Town”), 901 S Main St, Fairplay, CO,

### **XXV. CAPTIONS**

All captions, headings, and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit, or otherwise vary the text of this Agreement in any respect.

### **XXVI. REFERENCES**

All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjectives of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

### **XXVII. INTERPRETATION**

Both Town and Consultant have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties.

### **XXVIII. EXHIBITS**

The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

### **XXIX. EQUAL OPPORTUNITY**

Consultant and Town hereby covenant for themselves, their employees, agents, assigns, and all persons claiming under or through them, that they shall not discriminate unlawfully against any employee or applicant for employment, nor shall they unlawfully deny the benefits of this Agreement to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status,

Consultant Initial BSU

12

Town Initial \_\_\_\_\_



or veteran status with regard to discharging obligations under this Agreement. Town and Consultant covenant and agree that if required by law they will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity.

**XXX. TOWN'S AND CONSULTANT'S GOOD STANDING**

Consultant hereby warrants and represents that it is an Ohio limited liability company, licensed to do business and currently in good standing and has authority to enter into this Agreement. Town represents that it is a governmental entity, is in good standing, and has authority to enter into this Agreement.

**XXXI. DISPUTE RESOLUTION**

Intentionally Omitted.

**XXXII. MISCELLANEOUS**

A. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$350,000) per person and six hundred thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Town and its officers or employees.

B. Article X, Section 20. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the Town not to be performed during the current fiscal year is specifically made subject to appropriation of funds for such performance. Should the Town's governing body not appropriate funds for the performance of this contract in any future fiscal year this Agreement shall automatically terminate without further action by the parties. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate the Town to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by the Town to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

Consultant Initial BC

Town Initial \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement under seal as of the day and year first above-written.

Town of Fairplay ("Town")

\_\_\_\_\_  
By Mayor Frank Just

ATTEST:

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

Downtown Redevelopment Services, LLC ("Consultant")

X BSL

By Benjamin S. Levenger, its duly authorized managing member

#### LIST OF EXHIBITS

Exhibit A: Scope of Work/Terms and Conditions

Exhibit B: Commencement Date, Completion Date

Exhibit C: Compensation and Terms and Conditions of Payment

Consultant Initial BSL

14

Town Initial \_\_\_\_\_



**EXHIBIT A**

**SCOPE OF WORK – Adaptive Reuse and Feasibility Study**

The Scope of Work for the Project is based on the following Project Assumptions:

**PROJECT ASSUMPTIONS:**

All work completed during the adaptive reuse and feasibility project are provided to create a clear vision and unified goal for the future of the building at 501 S Main St. Undertaking an adaptive reuse and/or feasibility study for a building is the first step in creating a sustainable and outstanding addition to any community. Understanding that the potential impact to the structure and anticipated damage during the analysis process we are providing the below assumptions:

- Minor damage will be necessary for appropriate assessment and analysis of the building; provided, however, Consultant shall confer with the Town prior to undertaking any of the work below:
  - Anticipated damage is limited to removal of wall surfaces in an area no larger than 6”x6”
  - If additional removal is necessary, the consultant will flag the locations and gain Town approval prior to surface removal
  - Repair or replacement of damaged surfaces is not included in the cost of the project
- Access to the building will be required for an extended period of time to complete the work
- Storage for necessary tools or testing equipment will be required on-site
- All inspections will be based on visual inspection and not physical testing of the facility elements.
- Environmental or other necessary testing is not included in the total budget
- The total budget of the scope does not include engineering, architectural or other associated design fees
- All documents provided will not be utilized by the Town for construction, architectural review or other design standards

**CONTRACT TERM:**

This Agreement shall commence on the Effective Date and terminate automatically upon completion of the Work to be performed by Consultant or the issuance of the final payment owed to Consultant. Notwithstanding the above and any other provision to contrary in this Agreement, the term of this Agreement shall not exceed the date of January 31, 2020.

**SCOPE OF WORK:**

*Property & Building Assessment* – The consultant will prepare a detailed property and building assessment for the building and parcel at 501 S Main Street, based solely on visual inspections. Each section outlined below will be reviewed and provided as a sub section within the existing conditions chapter. Systems to be reviewed include:

Consultant Initial BC

15

Town Initial \_\_\_\_\_



- **ADA Accessibility** – ADA accessibility to and within the structure will be reviewed per the ADA standards as current on the date of contract acceptance. ADA accessibility will be reviewed to determine the potential uses of the building and needed alternations for the site development. The analysis will include:
  - Accessible routes
  - Accessible entrances
  - Accessible paths within the building
  - Critical issues with building uses
- **Categorical Environmental Review** – A historical review or analysis will be conducted to determine if there are any potential detrimental uses for the property in recent years. This analysis will be constrained to strictly a historical records search; no physical environmental assessment will be completed. If issues are found the Town will be provided with the information and a recommendation on how to move forward. If additional work is required additional scope and fee will be required.
- **Zoning/Regulatory Review** – The consultant will review all community guidance documents to determine if there are inconsistencies or issues with the documents. Inconsistencies or incongruencies will be reviewed.
- **Structural Analysis (Visual)** – Structural and layout analysis will be conducted to determine the longevity of the building in the current configuration. A floorplan will be created to outline:
  - Current structural conditions – deficiencies and assets will be noted
  - Building layout and analysis of room spaces – a visual photolog of the current conditions will be created
  - Longevity of structural elements – this will require analysis of the current conditions on structural elements within the building and foundation. Visuals inspection only will be utilized. All work will be noted with photographic documentation

NOTE: it is noted that this task will require minor removal of surfaces and investigation of the entire building.

- **HVAC Analysis (Visual)** – An analysis of the HVAC system will be conducted, including:
  - Review of the current systems:
    - Year systems were installed
    - Review of service records
    - Anticipated usable life remaining
    - Working condition of units

The HVAC analysis will be conducted based on records, visual inspection and unit performance testing. Based on the season in which the units are tested, limited functionality may be assessed for off-season units

Consultant Initial   BC  

16

Town Initial \_\_\_\_\_





- **Mechanical & Plumbing Assessment(Visual)** – The consultant will conduct a detailed analysis of the mechanical and plumbing systems within the building. Analysis to be completed includes:
  - Identification of audio/visual system analysis and truncated line locations
  - Identification of plumbing distribution system:
    - Tie in locations
    - Line location
    - Size of lines
    - Positive flow identification (interior only)
    - Longevity or life of lines
    - Line construction
    - Obstructed drainage review
- **Electrical Assessment (Visual)** – The consultant will conduct a review of the current electrical distribution system, including:
  - Identification of truncated electrical systems
    - Analysis of locations
    - Analysis of make-up
    - Identification of potential year of installation based on materials utilized
    - Current conditions (grounded or not)
  - Identification of electric systems and current space allotments:
    - Panel locations
    - Availability for expansion
    - Usable life for distribution system
- **Building Envelope Analysis** – A detailed analysis of the building envelope will be conducted providing:
  - A heat/efficiency review for exterior wall openings
  - Physical inspection of the roof
  - Physical inspection of the exterior surfaces
  - Inspection of the site and ada accessibility

All work in this task is based on a visual inspection only. No formal testing or other results will be provided as an end product of this study. All analysis will be clearly documented in text form as well as outlined by phase on a floor plan. Graphics will be utilized to illustrate:

- Where the analysis was taken
- What was completed as part of the analysis?
- Photographic documentation of results
- Written documentation of deficiencies or strengths

Gap Analysis – Determining what services or amenities are missing within the municipality will help create a sustainable building serving long term clients. To facilitate this, the consultant will conduct a gap analysis including:

- Identification of underserved amenities or assets
- Location quotient calculations for determining feasibility of services

Consultant Initial PSL

17

Town Initial \_\_\_\_\_



- Market analysis lite to understand potential for market
- Calculation of anticipated tax return on up to five (5) likely services or amenities to be included

*Public Input* - Any successful community effort requires community participation. Throughout the proposed process, we will rely on the community to provide us with the necessary input and help ensure we are heading in the right direction. As part of our extensive public input process the consultant will conduct the following:

- Social media campaigns – This will include continual social media posts
- Online and print surveys – A single (1) survey will be created and sent via digital and print form
- Multi-format open house meeting – A single (1) multi-format open house meeting will be held to determine the communities desires for the county building
- Public input meeting – After creation of scenarios a second public input meeting will be facilitated to garner feedback about the proposed options for redevelopment
- Stakeholder meeting – a series of stakeholder meetings will be facilitated for up to twelve (12) individuals. Stakeholders include: property owners, business owners, concerned residents, etc.

*Adaptive Reuse Assessment* – After the detailed existing conditions analysis is completed, scenarios must be developed to illustrate the desired redevelopment for the parcel at 501 S Main Street. The purpose of the scenarios is to illustrate a feasible project, filling the need of local residents and municipal staff.

Anticipated steps in the scenario development phase include:

- Highest and best use determination – After the analysis of the building is complete, and desires of the residents are heard, a matrix of applicable use mixtures will be prepared.
- Conceptual floor plans – Understanding the mixture of uses, the consultant will prepare up to two (2) floor plans and potential build outs for the buildings, identifying:
  - Space designation
  - Rough space size
  - Allowable use
- Build out scenario – Based on the floor plans, a build out scenario will be prepared for each layout, identifying:
  - Construction timeframe
  - Potential costs
  - Necessary professional services
  - Roadblocks for implementation steps
- Proforma creation – The consultant will prepare a proforma for the preferred scenario. The proforma will highlight a ten (10) year horizon and outline the potential return on investment. Additionally, it will include an annual contribution necessary for capital improvement or renovation work.

Consultant Initial PL

18

Town Initial \_\_\_\_\_



- Financial stability analysis – After the proforma is created, the consultant will review the proposed project for anticipated return on investment and impacts with the local residents
- A rendering will be created for the exterior (as an aerial view) based on the preferred or selected scenario
- Necessary Improvement List – The consultant will prepare a list of necessary improvements to meet the desired scenario development. The consultant will prepare a single (1) list of necessary improvements. The list will include:
  - Construction/Demolition requirements
  - Zoning/Code requirements or upgrades
  - Permitting processes
  - Environmental or site issues

Implementation Strategies – A series of implementation strategies will be prepared as a final chapter of the overall document. The consultant will provide the following services:

- Roles and Responsibilities Matrix – A roles and responsibilities matrix will be created to outline the who, what, when, where and how of implementation, ensuring a successful project.
- Projected Cost estimates – A simple cost estimate, based on square foot costs, will be prepared for the final approved scenario. Costs will be broken down by phase to outline the anticipated funding required for each phase of the process
- Use and source of funds – the Consultant will prepare a use and source of funds identifying applicable funding and required match for each phase of the project. A total of two (2) highly likely grant or external funding sources will be provided; including all pertinent information.

Development Readiness Initiative Training – A trained community is engaged. To aid in this the consultant will provide the trademarked development readiness initiative training for the Town staff at a single meeting in conjunction with another site visit.

Site Visits – The consultant will conduct a total of three (3) site visits. The proposed site visits are:

1. Fact funding and building analysis/inspection trip
2. Community charrette and stakeholder meetings
3. Preferred scenario development and Final analysis Review

All site visits will be planned in advance to budget time and municipal resources accordingly. Additional site visits can be provided at a flat rate upon request

Additionally, it is anticipated to have the following meetings virtually:

1. Review of the existing conditions report
2. Review of potential adaptive reuse options
3. Scenario findings
4. Bi-weekly project update meetings

Consultant Initial BL

19

Town Initial \_\_\_\_\_



*Final document* – A final document will be prepared, outlining the above work scope into a clear, concise and graphically rich document. Chapters will include:

1. Existing conditions analysis
2. Public input process and responses
3. Scenario development
4. Final recommendations

The goal of this document is to create a roadmap for the Town of Fairplay to follow in regard to implementing a transformational development at 501 S Main St.

If additional document preparation is requested we will review the available budget for said work. If necessary additional compensation may be requested to meet requested scope of work.

**Items not included in this Agreement are as follows:**

- **Material testing**
- **Architectural, engineering or environmental services**
- **Architectural drawings**
- **Audit compliance paperwork**
- **Bookkeeping services**

\_\_\_\_\_  
By Mayor Frank Just

ATTEST:

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

Downtown Redevelopment Services, LLC (“Consultant”)

X BSB  
By Benjamin S. Levenger, its duly authorized managing member  
Town

Consultant Initial BSB

20

Town Initial \_\_\_\_\_



**EXHIBIT B**  
**COMMENCEMENT DATE, COMPLETION DATE**

Commencement Date: October 8, 2019

Completion Date: February 15, 2020

\_\_\_\_\_  
By Mayor Frank Just

ATTEST:

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

Downtown Redevelopment Services, LLC ("Consultant")

X BSL  
By Benjamin S. Levenger, its duly authorized managing member

Consultant Initial BSL

21

Town Initial \_\_\_\_\_



**EXHIBIT C**

**COMPENSATION, REIMBURSEMENT OF EXPENSES, AND TERMS AND CONDITIONS OF PAYMENT**

It is anticipated that this scope of work will have a not to exceed budget of \$29,650.00. The consultant shall bill the Town monthly for the percentage of work completed. All invoicing will provide:

- Compensation per task
- Hourly report breakdown
- Percent complete

Outlined below is the anticipated cost breakdown per the above scope of work:

Task	Ben Levenger	Jeff Siegler	Seth Bockholt	Total Per Task
Property Assessment	18	0	6	\$3,270.00
Building Assessment	32	2	6	\$5,540.00
Gap Analysis	18	4	8	\$3,970.00
Adaptive Reuse Assessment	50	4	12	\$9,050.00
Public Engagement	20	4	12	\$4,700.00
Implementation Strategies	12	6	6	\$3,120.00
Development Readiness Training	0	0	0	\$0.00
<b>Total Cost Per Employee</b>	<b>\$21,750.00</b>	<b>\$2,400.00</b>	<b>\$5,500.00</b>	<b>\$29,650.00</b>

Town shall pay Consultant by installments, made monthly no later than the fifth of each month. Consultant shall prepare in such form and supported by such documents as Town may reasonably require. Consultant's invoices will be billed no more often than semi-monthly or at the end of a work authorization, no more than sixty (60) days after the work or services have been performed. Invoices are due as outlined in the above compensation explanation. Partial

Consultant Initial BSL

22

Town Initial \_\_\_\_\_



payments and/or percentage payments will not fulfill Town's payment obligations. Invoice not paid within thirty (30) days of receipt will be assessed a one and one-half percent (1.5%) per month late charge. Nonpayment of Consultant's invoices may result in a lien pursuant to law.

With the written consent of Town, Consultant may provide additional services which are outside the scope of work contained in this Agreement, as needed and subject to additional fees mutually agreed upon in writing by Town and Consultant. Such services may include civil engineering, landscape architecture, detailed programing and pricing, legal counsel, traffic engineering, detailed testing services, sustainability certifications, accounting, additional sketches and scope changes out of sequence, detailed design work, land survey, environmental testing and surveys, and specialty consultants.

\_\_\_\_\_  
By Mayor Frank Just

ATTEST:

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

Downtown Redevelopment Services, LLC ("Consultant")

X BSL  
By Benjamin S. Levenger, its duly authorized managing member  
Town

Consultant Initial BSL

Town Initial \_\_\_\_\_







## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Mason Green, Assistant to the Town Manager/Deputy Clerk

**RE:** Temporary Lease Agreement with the South Park Food Bank for Usage of a Portion 501 Main Street

**DATE:** October 3, 2019

---

This lease grants the South Park Food Bank the usage of a portion of the space of the building known as 501 Main Street. The South Park Food Bank was forced to relocate from their old location at 530 Front Street due to the sale of the building. At the June 17 Board of Trustees Meeting, the Board stated that the South Park Food Bank could utilize a portion of the 501 Main building while the 501 Main Street Feasibility Study is being conducted. As such, this lease is for a six-month term beginning October 1, 2019 and ending April 1, 2019.

It is likely that the feasibility study will find that this usage of the property is of community benefit. After the study is complete, the Board will have the option of entering into a new, longer term lease with the South Park Food Bank if desired.

Staff recommends approval of the lease with the South Park Food Bank.

Approval of Resolution No. 30 will require a motion, a second and a roll call vote.

**“Where History Meets the High Country”**



**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 30**

**Series of 2019**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A TEMPORARY LEASE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND THE SOUTH PARK FOOD BANK FOR USAGE OF A PORTION OF 501 MAIN STREET.**

**WHEREAS**, the Town Board of Trustees recognizes the value that the South Park Food Bank brings to the community; and,

**WHEREAS**, the Town of Fairplay has recently acquired the property known as 501 Main Street; and,

**WHEREAS**, the South Park Food Bank was left without a physical location after the sale of the property known as 530 Front Street; and,

**WHEREAS**, the Board of Trustees desires to enter into a temporary lease agreement with South Park Food Bank for a portion of 501 Main Street so as to provide a physical location for the Food Bank.

**NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO**, that the Temporary Lease Agreement Between the Town of Fairplay, Colorado, and the South Park Food Bank for usage of a Portion of 501 Main Street., attached hereto as Exhibit A, dated October 1, 2019, is hereby authorized and approved and the Mayor and/or Town Administrator are authorized to execute the same on behalf of the Town.

**RESOLVED, APPROVED, and ADOPTED** this 7<sup>th</sup> day of October, 2019.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

\_\_\_\_\_  
Frank Just, Mayor

ATTEST:

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



## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **TOWN OF FAIRPLAY, COLORADO**, a Colorado municipal corporation whose address is 901 Main Street, PO Box 267, Fairplay CO 80440 ("Lessor") and the **SOUTH PARK FOOD BANK**, a Colorado nonprofit corporation whose address is 501 Main Street, PO Box \_\_\_\_\_, Fairplay, CO 80440 ("Lessee").

Lessee hereby agrees to lease from Lessor the premises situated in the Town of Fairplay, County of Park and State of Colorado, described as a portion of the building located at 501 Main Street, Fairplay, Colorado 80440, upon the following TERMS and CONDITIONS.

- 1. Leased Premises.** Subject to the terms and conditions set forth herein Lessor leases to Lessee, and Lessee agrees to lease from Lessor, the premises described and/or depicted in **Exhibit A** attached hereto and incorporated herein consisting of approximately 750 square feet of office space located at 501 Main Street, Fairplay, Colorado 80440 (the "Leased Premises")
- 2. Term and Rent.** Lessor leases the Leased Premises for a term of six (6) months commencing on October 1, 2019 and terminating on April 1, 2019, at the rental rate of One Dollar (\$1.00) for the rental term payable upfront. All rental payments shall be made to Lessor, at the address specified above provided, however, that should Lessee cease to exist this Lease shall terminate.
- 3. Use.** Lessee shall use and occupy the Leased Premises solely for the purpose of continuing operations of the South Park Food Bank and storing materials needed for said operations. Lessor represents that the premises may lawfully be used for such purpose.
- 4. Care and Maintenance of Leased Premises.** Lessee acknowledges that the Leased Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the interior of the Leased Premises in good and safe condition and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and parking area. Lessor shall be responsible for maintenance and repair of the portion of the building not included in the Leased Premises and well as the building grounds. Prior to execution of this lease Lessor and Lessee have conducted a walk through to determine the exact condition of the facility and have documented any damage to the facility existing prior to the date of this lease.
- 5. Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the Leased Premises, other than non-structural alterations reasonably necessary to the uses of the Leased Premises identified in paragraph 3 above. Lessor's approval of requested alterations shall not be unreasonably withheld.

6. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the Leased Premises, occasioned by or affecting the use thereof of the Lessee.
7. **Assignment and Subletting.** Lessee shall not assign this Lease or sublet any portion of the Leased Premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such Assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.
8. **Utilities.** Lessee shall pay to Lessor on a monthly basis ten percent (10%) of the actual cost of utilities to the building which are not separately metered or billed to the Leased Premises including sewer, water, gas, and electricity but not including telephone service which shall be billed directly to the Lessee.
9. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Leased Premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this Lease to place upon the Leased Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Leased Premises thereafter. Lessor shall use all reasonable efforts to coordinate any such inspections with Lessee in order to minimize the impact on Lessee's regular business activities.
10. **Possession.** If Lessor is unable to deliver possession of the Leased Premises at the commencement hereof, Lessor shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within five days of the commencement of the term hereof.
11. **Liability.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, (but not including the portion of the building not leased by the Lessee or the outside of grounds of the building) and Lessee agrees to hold Lessor harmless from any claim for damages. Nothing herein contained shall be deemed or construed to waive any of the protections afforded to Lessor by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* (the "GIA").
12. **Insurance.** Lessee, at his expense, shall maintain public liability insurance covering the Leased Premises, including bodily injury in an amount not less than the limits of liability contained in the GIA as it may be amended from time to times. Lessee shall provide the Lessor with a Certificate of Insurance showing compliance with this paragraph. The Certificate shall provide for a then-day written notice to Lessor in the event of Cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist. Lessor shall maintain casualty insurance covering the value of the building and the value of any contents owned

- by Lessor. Lessee shall maintain insurance adequate to cover any personal property or fixtures owned by it.
- 13. Taxes.** Lessee shall pay any and all personal property taxes and other taxes attributable to Lessee's use and occupancy of the Leased Premises. Real property taxes shall be paid by Lessor at Lessor's sole expense.
- 14. Attorney's Fees.** In case suit should be brought for recovery of the Leased Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Leased Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee.
- 15. Notices.** Any notice which either party may, or is required to give, shall be given mailing same, postage prepaid, to Lessee at the Leased Premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.
- 16. Heirs, Assigns, Successors.** This Lease is binding upon and inures to the benefit of the heirs, successors in interest to the parties
- 17. Non-appropriation.** As required by Article X, Section 20 of the Colorado Constitution, any financial obligations of Lessor not to be performed during the current fiscal year contained in this Lease are subject to annual appropriation of sufficient funds by the Fairplay Board of Trustees. Should the Board of Trustees, in any year during the term of this lease, not appropriate sufficient funds for the performance of its obligations herein contained the Leased Premises shall be vacated and possession returned to the Lessor on the last day for which a valid appropriation exists.
- 18. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties.

**LESSOR:**

TOWN OF FAIRPLAY,

By: \_\_\_\_\_  
Frank Just, Mayor

**LESSEE:**

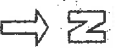
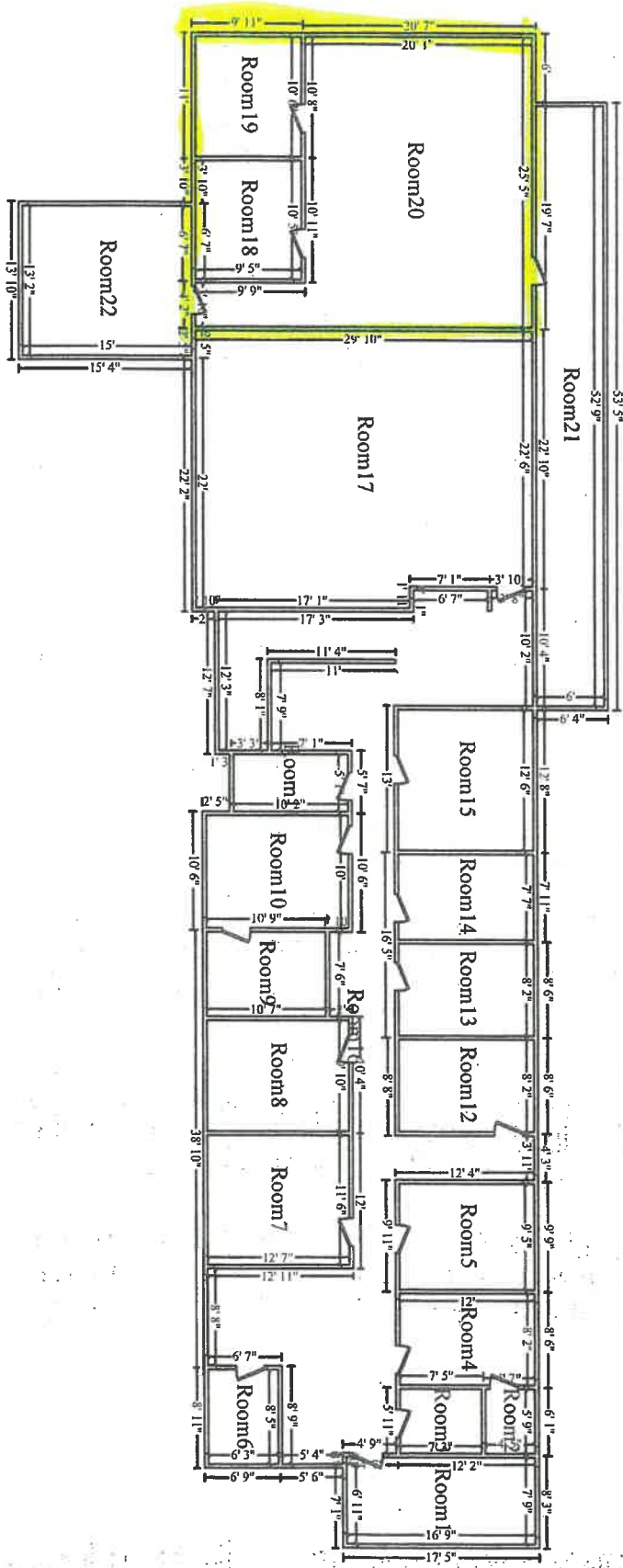
By: \_\_\_\_\_  
Kenny Shaw,  
South Park Food Bank President

**ATTEST:**

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

EXHIBIT A

Rental Boundaries



Ground



Chief of Police – *Marcus J. Woodward*  
FAIRPLAY POLICE DEPARTMENT



September 30, 2019

To: Town of Fairplay Board of Trustees

From: Chief Marcus Woodward

Re: August 2019 Monthly Police Report

---

The Police Department is remaining very busy, answering multiple calls for service and responding to crimes, complaints and a variety of other type incidents. Below is a list of FPD activity for the month of August:

**Month of August 2019, the FPD responded to 160 total calls for service to include:**

- |   |   |
|---|---|
| 16 - Records Management System case reports | 9 - Animal calls                          |
| 9 - Traffic Citations issued                | 4 - Emergency 911 calls                   |
| 7 - Verbal Traffic Warnings issued          | 2 - Enhanced Court House Security         |
| 16 - Park County Sheriff Assists            | 3 - DUI's, Driving violations for arrests |
| 6 - Colorado State Patrol Assists           | 1 - Domestic Violence                     |
| 5 - Traffic Accidents                       | 3 - Theft/Burglary/Fraud                  |
| 1 - Fire Alarm                              | 2 - Warrant Arrests                       |
| 2 - Burglary Alarms                         | 1 - Private Property Damage               |
| 6 - Citizen assists                         | 0 - School Safe to Tell calls             |
| 1 - Criminal Summons issued (County Court)  | 0 - Structure Fire/ Car Fires             |
| 2 - Mental/Suicidal calls                   | 13 - School Security Assignments          |
| 9 - Other Outside Agency assists            | 4 - Medical Responses                     |
| 1 - Harassment                              | 33 - Directed Patrols/Business Checks     |
| 2 - Civil Keep the Peace Standby            | 0 - Violation of Protection Order         |
| 2 - Neighbor Disputes/complaints            | 3 - Abandoned Vehicles                    |
| 0 - Junk Code Violations                    | 0 - Vehicle Impound                       |
| 1 - VIN Inspection                          | 0 - Fingerprints                          |
| 1 - Assaults/ Sex Assaults                  | 1 - Missing Person Report                 |



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

**Calls for service cont.**

- |  |                                 |
|--|---------------------------------|
| 0 - Civil Paper Service                | 2 - Bar Checks                  |
| 1 - Suspicious Persons/ Trespassing    | 0 - Traffic Control Assignments |
| 0 - Juvenile Complaints                | 2 - Found Property Reports      |
| 3 - Parking Complaints/Violations      | 1 - Welfare Checks              |
| 1 - Department of Human Services calls |                                 |

**August 2019 Completed Officer Training:****Chief Woodward:**

Decertification Due to Untruthfulness		8/14/2019	1
Temporary Custody of Juveniles In-Service		8/14/2019	1
Search and Seizure In-Service		8/14/2019	1
Lexipol Webinar Internal Affairs & In-service Policy review		8/20/2019	1
Arrest Control In-Service (Carotid Restraints and Chokeholds)		8/28/2019	1

**Sgt. Schlusen:**

Decertification Due to Untruthfulness		8/14/2019	1
Temporary Custody of Juveniles In-Service		8/14/2019	1
Search and Seizure In-Service		8/14/2019	1
Lexipol Webinar Internal Affairs & In-service Policy review		8/20/2019	1
Arrest Control In-Service (Carotid Restraints and Chokeholds)		8/28/2019	1

**Officer Grover:**

Colorado Department of Public Safety CCIC Query re-certification		8/13/2019	0.5
Decertification Due to Untruthfulness		8/14/2019	1
Temporary Custody of Juveniles In-Service		8/14/2019	1
Search and Seizure In-Service		8/14/2019	1
Arrest Control In-Service (Carotid Restraints and Chokeholds)		8/28/2019	1
Remedial Driving Training In-service		8/28/2019	1



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

**Officer Gutierrez:**

Decertification Due to Untruthfulness		8/14/2019	1
Temporary Custody of Juveniles In-Service		8/14/2019	1
Search and Seizure In-Service		8/14/2019	1
Arrest Control In-Service (Carotid Restraints and Chokeholds)		8/28/2019	1

**Officer Chapel:**

Court Testimony In-Service		8/14/2019	1
Decertification Due to Untruthfulness		8/14/2019	1
Temporary Custody of Juveniles In-Service		8/14/2019	1
Search and Seizure In-Service		8/14/2019	1
Arrest Control In-Service (Carotid Restraints and Chokeholds)		8/28/2019	1



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



Chief of Police – *Marcus J. Woodward*  
FAIRPLAY POLICE DEPARTMENT



October 07, 2019

To: Town of Fairplay Board of Trustees  
From: Chief Marcus Woodward  
Re: September 2019 Monthly Police Report

The Police Department has had security walk thru and rove around presence each and every day inside and out of the South Park School. Each morning at least one Officer has been assigned and conducted security duty without missing a day. The school staff as well as many parents have been very satisfied and complimentary to the Town of Fairplay PD for the added security since the new school year started.

The Police Department continues to be very busy, answering multiple calls for service and responding to crimes, complaints and a variety of other type incidents. The month of September came with a unique variety of elevated response to criminal activity. Below is a list of FPD activity for the month of September:

**Month of September 2019, the FPD responded to 195 total calls for service to include:**

- 18 - Records Management System requiring documented case reports
  - 9 - Animal calls
  - 6 - Traffic Citations issued
  - 14 - Verbal Traffic Warnings issued
  - 9 - Park County Sheriff Assists
  - 5 - Colorado State Patrol Assists
  - 8 - Traffic Accidents
  - 0 - Fire Alarm
  - 7 - Burglary Alarms
  - 10 - Citizen assists
  - 3 - Criminal Summons issued (County Court)
  - 0 - Missing Person Reports
  - 3 - Emergency 911 calls
  - 0 - Enhanced Court House Security
  - 2 - DUI's, Driving violations for arrests
  - 0 - Domestic Violence
  - 1 - Theft/Burglary/Fraud
  - 1 - Warrant Arrests
  - 0 - Private Property Damage
  - 1 - School Safe to Tell calls
  - 2 - Structure, Land Fires/ Car Fires



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

**Calls for service cont.**

- |  |                                       |
|--|---------------------------------------|
| 0 - Mental/Suicidal calls              | 17 - School Security Assignments      |
| 9 - Other Outside Agency assists       | 1 - Medical Responses                 |
| 0 - Harassment                         | 45 - Directed Patrols/Business Checks |
| 3 - Civil Keep the Peace Standby       | 0 - Violation of Protection Order     |
| 8 - Neighbor Disputes/complaints       | 1 - Abandoned Vehicles                |
| 0 - Junk Code Violations               | 0 - Vehicle Impound                   |
| 1 - VIN Inspection                     | 0 - Fingerprints                      |
| 1 - Illegal Dumping                    | 8 - Event duty assignments            |
| 2 - Assaults/ Sex Assaults             | 6 - Witness/Suspect Interviews        |
| 0 - Civil Paper Service                | 2 - Bar Checks                        |
| 5 - Suspicious Persons/ Trespassing    | 1 - Traffic Control Assignments       |
| 1 - Juvenile Complaints                | 3 - Abandoned Found Property Reports  |
| 0 - Parking Complaints/Violations      | 2 - Welfare Checks                    |
| 0 - Department of Human Services calls |                                       |

**Training:**

On September 11th, Sgt Schlunsen, Officers Grover, Gutierrez & Chapel all attended a special Intermountain Rural Electric Association "High Voltage Electrical" sub-station tour and training. (Specific for First Responders)

On September 20<sup>th</sup>, Chief Woodward attended a School Safety and Security meeting with multiple school staff members. This meeting was to review School Resource plans and receive as well as process feedback from law enforcement and first responders in order to finalize a revised Emergency Operations Plan.

The group simulated several exercises which included: Fire Drill/evacuations, different levels of Lockouts & Lockdowns, Shelter in Place plans & Reunification of Students and Parents.

Items of discussion concluded with: Plus 1 thinking, Incident Command, Drill simulations and a Table Top overall review. It was an excellent training!



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