

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, March 2, 2020 at 6:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay Colorado**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. APPROVAL OF MINUTES** –February 3 and 4, 2020.
 - B. APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$82,458.15.
 - C. Should the Board Approve Adoption of Resolution No 4, Series of 2020, Entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING THE 501 MAIN STREET ADAPTIVE RESUSE/FEASIBILITY STUDY.”?**
- VI. CITIZEN COMMENTS**
- VII. PUBLIC HEARING**
 - A. Should the Board Approve Adoption of Resolution No. 5, Series of 2020, Entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A VARIANCE FROM THE SIDE YARD SETBACK FOR THE PROPERTY KNOWN AS 711 HATHAWAY.”?**
- VIII. UNFINISHED BUSINESS**
 - A. Other Discussion Items.**
- IX. NEW BUSINESS**
 - A. Should the Board Approve Adoption of Resolution No. 6, Series of 2020, Entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A REVOCABLE SUB-LICENSE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND HIGH COUNTRY FOODS, LLC., DBA OFF THE GRID FOOD TRAILER FOR PARTIAL USE OF THE PROPERTY KNOWN AS 401 MAIN STREET.”?**
 - B. Should the Board Approve Adoption of Resolution No 7, Series of 2020, Entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, DETERMINING THAT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON APRIL 7, 2020 SHALL BE CANCELLED PURSUANT TO FAIRPLAY MUNICIPAL CODE, ARTICLE 2, SECTION 2-1-30.”?**
 - C. Should the Board Approve Adoption of Resolution No. 8, Series of 2020, Entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING THE ADOPTION OF THE PUBLIC WORKS MANUAL.”?**
 - D. Should the Board Approve Adoption of Resolution No. 9, Series of 2020, Entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONTRACT WITH PAVEMENT MAINTENANCE SERVICES, INC. FOR THE 2020 PAVING OVERLAY PROJECT.”?**
 - E. Appointment of Economic and Business Development Advisory Board Members.**
 - F. Other New Business**
- X. BOARD OF TRUSTEE AND STAFF REPORTS**

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on February 27, 2020.

XI. ADJOURNMENT

Upcoming Meetings/Important Dates

Regular Meeting of the Board of Trustees	March 16, 2020
Regular Meeting of the Board of Trustees	April 6, 2020
Fairplay Easter Egg Hunt at South Park City Museum	April 12, 2020
Regular Meeting of the Board of Trustees	April 20, 2020

*This agenda may be amended.
Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on February 27, 2020.*

**MINUTES OF THE REGULAR MEETING OF
THE FAIRPLAY BOARD OF TRUSTEES
February 3, 2020**

CALL TO ORDER SPECIAL MEETING OF THE BOARD OF TRUSTEES

The Regular Meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:00 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Paul Kemp, Cindy Bear, and Eve Stapp. Also in attendance were Town Administrator/Clerk Tina Darrah, Town Treasurer Kim Wittbrodt, Chief of Police Marcus Woodward, Public Works Director Jim Brown, Assistant Town Administrator Mason Green and Deputy Clerk Sarah Ernst.

AGENDA ADOPTION

Town Administrator Darrah stated that because the agenda was not posted on the Towns website properly, no formal action could be taken at this meeting. She explained that a special meeting had been scheduled for 5:00 pm on Tuesday, February 4th at which time the items needing action on this agenda will be revisited. She requested that the agenda be amended to show the following items, currently listed as action items, as discussion items: Item IV. Consent Agenda and Items B. and C. under New Business.

Motion #1 by Trustee Bear, seconded by Trustee Kemp, that the agenda be adopted with the following amendment: the following items currently listed as action items be changed to discussion items: Item IV. Consent Agenda and Items B. and C. under New Business. A roll call vote was taken: Dodge – aye, Stapp – aye, Just – aye, Kemp – aye, and Bear – aye. Motion carried unanimously.

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

APPROVAL OF MINUTES –January 6, 2020.

APPROVAL OF EXPENDITURES—Approval of bills of various Town funds in the amount of \$124,328.43.

(Clerk's note: this item was discussion only.)

CITIZEN COMMENTS

No citizen comment offered.

PRESENTATION

Pastor Jeff Mahan, of South Park Christian Chapel, was in attendance. Pastor Mahan presented a check to the Chief of Police, Marcus Woodward, to be used for new bullet proof vests for the Fairplay Police Department. Pastor Mahan explained that the Church became aware of the need for new vests and saw an opportunity to help.

After the presentation of the check, Chief Woodward stated that the old vests will be going to the South Park Christian Chapel for donation to a ministry that is providing services for Jail inmates. Chief Woodward explained that the old vests are still in good condition, just no longer under warranty. The Board expressed their gratitude to the South Park Christian Chapel for their generous donation.

UNFINISHED BUSINESS

No Other Discussion Items

No unfinished business and no other discussion items were offered.

NEW BUSINESS

Presentation and Discussion Regarding the 501 Main Street Adaptive Reuse/Feasibility Study.

Ben Levenger presented the draft 501 Main Street Adaptive Reuse/Feasibility study to the Board and audience as a slide show. He explained that pending changes from tonight's presentation, the final study should be ready for

formal adoption at the meeting in March. Mr. Levenger stated that the building is in overall good shape, but that it will need updates in several areas and that he had provided detailed explanations in his plan and an estimated budget for those upgrades. Mr. Levenger explained that one of the most common questions on the survey was about how the Town managed to purchase the building. At the urging of the Mayor, Town Administrator Darrah explained that the Town received a DOLA grant for \$100,000 that paid for half of the building and the Town covered the other half of the \$200,000 purchase price. Ms. Darrah went on to state that they had also heard from citizens who were concerned about mold and asbestos and that the Town had hired professionals to complete the necessary tests for these items. She stated, and Ben confirmed, that the entire building had been checked and no asbestos or mold were found.

Mayor Just thanked both Town Administrator Darrah and Mr. Levenger for all their work on this project.

Discussion/Direction regarding contract for Fairplay Monument Sign Project

A brief discussion took place about the sign and the estimated budget for the project wherein it was discussed that a bid had come in significantly less than anticipated and that due to this the Town may be able to incorporate more of the Phase One project – such as the parking lot and access road, into the DOLA grant. Public Works Director Jim Brown stated that he would be recommending the Town Board approve the contract with SCHLOSSER SIGNS at the special meeting on February 4th.

(Clerk's note: this item was discussion only.)

Should the Board Approve a Contract to sell 525 Hathaway Street to the South Park Health Service District?

Town Administrator Darrah explained that the contract for this transaction has been drafted and submitted to South Park Health Service District for approval and signature. She reminded the Board that this had been discussed at a meeting previously and that staff had been directed to draft the contract to sell the 525 Hathaway property to the South Park Health Service District for \$10.00. Mayor Just asked Ms. Darrah to offer a brief history of the building and the Town's involvement with, and ownership of, the building. Ms. Darrah complied, explaining that the Town had ownership of the building due to the original DOLA grant that had been acquired to purchase/build the Clinic Building. She further explained the Town's role in trying to secure a clinic/doctor, culminating in the formation of the South Park Health Service District. Mayor Just thanked Dale and Kathy Fitting for their continued efforts to maintain the building and provide health care to Fairplay.

(Clerk's note: this item was discussion only.)

BOARD OF TRUSTEE AND STAFF REPORTS

Assistant Town Administrator, Mason Green – Discussed the Electric Vehicle Charging Station and explained that he is still working with Chargepoint on the placement of this station in the Town Hall parking lot and hopes to present a contract at the March Meeting. He also informed the Board that Town Staff is working with the Park County Creative Alliance to collaborate on certain aspects of the Wearable Arts event.

Chief of Police, Marcus Woodward – Explained that the conversation regarding the need for new vests started back in April and said "thank you" to all involved.

Director of Public Works, Jim Brown – Explained several issues that Public Works is dealing with, including that the Wastewater Treatment Plant pond has been acting up and they must replace a cable and aerator in the pond. He also noted that the wastewater plant's generator is not adequately protected from the weather. Mr. Brown stated that the crew is looking into different options to solve this issue. He noted that they replaced a pump in one of the water wells and that sludge removal will be scheduled for this summer.

Town Administrator, Tina Darrah – Announced that the 2020 election will be canceled as there are three open seats on the Board and she received only three nomination petitions. She explained that all interested candidates had to have their petitions to her by January 27th. She further stated that there are two four-year positions and one two-year position available and that the swearing in will take place at the April 20th Board Meeting, at which time terms will be decided.

Ms. Darrah noted that a couple people have shown interest in the Economic and Business Development Advisory Board and that she planned to have this on the March 2nd agenda for appointments.

She also informed the Board that CML has requested that Fairplay host a Spring Outreach meeting – she explained that she said yes and that she would get details out to the Board as soon as she has them.

Trustee, Dodge – Gave a great big “Thank You” to Mason for his work on the Charging Station and communications with Charge Point.

Trustee Stapp – Thank you to all the staff for all the time involved in the projects.

Mayor Just – Reiterated a “Thank You” to all staff, especially Public Works Director, Jim Brown.

ADJOURNMENT

Mayor Just noted that there was no further business and declared the meeting adjourned at 7:24 pm.

Frank Just, Mayor

Attest:

Sarah Ernst, Deputy Clerk

**MINUTES OF THE SPECIAL MEETING
OF THE FAIRPLAY BOARD OF TRUSTEES
February 4, 2020**

CALL TO ORDER

The Special Meeting of the Board of Trustees for the Town of Fairplay was called to order at 5:00 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Paul Kemp and Eve Stapp. Also in attendance were Town Administrator/Clerk Tina Darrah, Public Works Director Jim Brown, Assistant Town Administrator Mason Green and Deputy Clerk Sarah Ernst. Trustee Cindy Bear was absent.

AGENDA ADOPTION

Motion #1 by Trustee Dodge, seconded by Trustee Stapp that the agenda be adopted as presented. Motion carried unanimously. (Trustee 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** –January 6, 2020.
- B. **APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$124,328.43.

Motion #2 by Trustee Stapp, seconded by Trustee Kemp, that the consent agenda be adopted. A roll call vote was taken; Dodge – aye, Stapp – aye, Just – aye, Kemp- aye. Motion carried unanimously. (Trustee Bear absent).

CITIZEN COMMENTS

No citizens requested time to speak.

UNFINISHED BUSINESS

No unfinished business and no other discussion items were offered.

NEW BUSINESS

Should the Board Approve Adoption of Resolution No. 3, Series 2020, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONTRACT WITH SCHLOSSER SIGNS FOR THE MONUMENT SIGN PROJECT."?

Motion #3 by Trustee Stapp, seconded by Trustee Dodge, to approve the adoption of Resolution No. 3, series 2020, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONTRACT WITH SCHLOSSER SIGNS FOR THE MONUMENT SIGN PROJECT."? A roll call vote was taken; Dodge – aye, Stapp- aye, Just – aye, Kemp – aye. Motion was carried unanimously. (Trustee Bear absent).

Should the Board Approve a Contract to sell 525 Hathaway Street to the South Park Health Services District?

Motion #4 by Trustee Dodge, seconded by Trustee Kemp, to approve the real estate contract in substantially the form submitted and authorizing the Mayor to sign all necessary documents required to transfer the property. A roll call vote was taken; Dodge – aye, Stapp – aye, Just – aye, Kemp – aye. Motion was carried unanimously. (Trustee Bear absent).

BOARD OF TRUSTEE AND STAFF REPORTS

After a brief staff report wherein Public Works Director Brown stated that he had received a quote of \$14,810 for a water and sewer rate study, the Board of Trustees directed Mr. Brown to engage SGM Engineering in the study.

ADJOURNMENT

Mayor Just, noted that there being no further business before the Board, declared the meeting adjourned 5:04 pm.

Frank Just, Mayor

Attest:

Sarah Ernst, Deputy Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt, Treasurer
RE: Paid Bills
DATE: 2/25/2020

Agenda Item: Bills

Attached is the list of invoices paid through February 25, 2020.

Total Expenditures: \$82,458.15

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

Please contact me with any questions.

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
02/03/2020	15830	Caselle, Inc	Software Support	1	01/01/2020	439.50	105060
02/03/2020	15830		Software Support	2	01/01/2020	439.50	517206
Total 334:						879.00	
02/18/2020	15870	Cash	Petty Cash	1	02/18/2020	.00	101002
02/18/2020	15870		costume contest prizes	2	02/18/2020	.00	105166
02/18/2020	15870		Postal pros	3	02/18/2020	.00	517218
			Petty Cash	4	02/18/2020		101002
			costume contest prizes	5	02/18/2020		105166
			Postal pros	6	02/18/2020		517218
02/18/2020	15889		Petty Cash	1	02/18/2020	400.00	101002
02/18/2020	15889		cash for costume contest	2	02/18/2020	150.00	105166
Total 340:						550.00	
02/11/2020	15845	4 Rivers Equipment	backhoe repair	1	01/23/2020	405.13	105625
02/11/2020	15845		cutting edges	2	01/23/2020	214.77	105670
02/11/2020	15845		Skid steer repair	1	01/30/2020	4,834.87	105625
Total 532:						5,454.77	
02/18/2020	15875	Fairplay Flume	fairplay forward ad	1	01/31/2020	95.40	105180
02/18/2020	15875		mardi gras ad	2	01/31/2020	324.00	105166
02/18/2020	15875		pd help wanted	3	01/31/2020	117.00	105480
02/18/2020	15875		legal ads	4	01/31/2020	89.27	106125
Total 868:						625.67	
02/11/2020	15850	Ferrellgas	propane-501 main	1	01/26/2020	1,201.96	105195
Total 916:						1,201.96	
02/11/2020	15857	Mountain View Waste	2 yd 2 monthly	1	01/31/2020	75.00	517675
Total 1414:						75.00	
02/11/2020	15858	Newman Traffic Signs	Traffic Signs	1	01/22/2020	106.51	105186
02/11/2020	15858		Traffic Signs	2	01/22/2020	106.51	105195
Total 1492:						213.02	
02/18/2020	15890	Postal Pros Southwest, Inc	water billing	1	02/07/2020	311.88	517218
Total 1699:						311.88	
02/03/2020	15839	Silverthorne Auto Body	2010 tahoe repair	1	02/01/2020	6,900.85	105420
Total 1920:						6,900.85	
02/18/2020	15885	Town of Fairplay	850 hathaway	1	01/31/2020	96.00	105186
02/18/2020	15885		525 hathaway	1	01/31/2020	171.90	105190
02/18/2020	15885		501 main	1	01/31/2020	303.20	105195

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2134:						571.10	
02/18/2020	15888	United States Postal Servic	postage for event postcard	1	02/18/2020	1,021.75	105130
Total 2158:						1,021.75	
02/18/2020	15886	USABlueBook	pump	1	02/03/2020	732.86	517655
Total 2176:						732.86	
02/03/2020	15840	Utility Notification Center	RTL Transmissions	1	01/31/2020	44.70	517455
02/03/2020	15840		RTL Transmissions	1	01/31/2020	44.70	517650
Total 2194:						89.40	
02/03/2020	15829	Xcel Energy	electric for monument sign	1	12/06/2019	5,442.99	105886
02/03/2020	15841		945 quarry road	1	01/15/2020	17.98	517490
02/03/2020	15841		901 main	1	01/21/2020	217.40	105023
02/03/2020	15841		747 bogue	1	01/21/2020	14.42	105841
02/03/2020	15841		chlorinator	1	01/21/2020	94.00	517470
02/03/2020	15841		1800 beaver creek road	1	01/21/2020	515.23	517495
02/03/2020	15841		117 silverheels	1	01/21/2020	10.19	105841
02/03/2020	15841		fairplay sign #1	1	01/21/2020	10.93	105640
02/03/2020	15841		501 main	1	01/21/2020	432.85	105195
02/03/2020	15841		850 hathaway	1	01/21/2020	264.40	105186
02/03/2020	15841		525 hathaway	1	01/21/2020	270.42	105190
02/03/2020	15841		san plant	1	01/22/2020	3,886.84	517680
02/03/2020	15841		1190 castello	1	01/23/2020	119.25	105650
02/03/2020	15841		200 2nd street	2	01/23/2020	79.98	517470
02/03/2020	15841		157 6th street	3	01/23/2020	74.19	105640
02/03/2020	15841		156 5th street	4	01/23/2020	10.19	105640
02/03/2020	15841		589 platte drive	5	01/23/2020	10.19	105841
02/03/2020	15841		419 front	6	01/23/2020	10.59	105640
02/11/2020	15862		street lights	1	02/03/2020	199.73	105640
Total 2296:						11,681.77	
02/11/2020	15860	South Park Ace & Lumber	Supplies	1	01/22/2020	6.58	517670
02/11/2020	15860		Supplies	2	01/22/2020	130.61	517655
02/11/2020	15860		Supplies	3	01/22/2020	26.99	105027
02/11/2020	15860		Supplies	4	01/22/2020	62.98	105630
02/11/2020	15860		Supplies	5	01/22/2020	381.80	105682
02/11/2020	15860		Supplies	6	01/22/2020	18.11	105625
Total 2405:						627.07	
02/18/2020	15880	Laser Graphics	mardi gras poster	1	02/05/2020	28.75	105166
Total 2437:						28.75	
02/11/2020	15853	KONICA MINOLTA BUSIN	C364E Copier	1	01/29/2020	504.76	105032
Total 2448:						504.76	
02/04/2020	15842	Darrah, Tina	mileage and per diem	1	02/04/2020	178.52	105015
02/18/2020	15872		Cell Phone	1	02/18/2020	50.00	105065

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2462:						228.52	
02/11/2020	15846	AmeriGas	Propane	1	01/29/2020	1,190.00	105186
02/18/2020	15866		850 hathaway	1	02/06/2020	386.11	105186
02/18/2020	15866		1800 CR 656 Beaver Cree	1	01/31/2020	994.66	517495
Total 2468:						2,570.77	
02/18/2020	15869	CARD SERVICES	Supplies	1	02/03/2020	292.53	517655
02/18/2020	15869		Supplies	2	02/03/2020	59.96	105027
02/18/2020	15869		Supplies	3	02/03/2020	1,202.43	105625
02/18/2020	15869		Supplies	4	02/03/2020	292.00	517630
02/18/2020	15869		Supplies	5	02/03/2020	19.74	105630
02/18/2020	15869		Supplies	6	02/03/2020	289.85	517242
02/18/2020	15869		Supplies	7	02/03/2020	19.59	105027
02/18/2020	15869		Supplies	8	02/03/2020	286.30	105035
02/18/2020	15869		Supplies	9	02/03/2020	215.58	517214
02/18/2020	15869		Supplies	10	02/03/2020	61.98	517214
02/18/2020	15869		Supplies	11	02/03/2020	7.60	517218
02/18/2020	15869		Supplies	12	02/03/2020	32.08	105105
02/18/2020	15869		Supplies	13	02/03/2020	17.00	105130
02/18/2020	15869		Supplies	14	02/03/2020	29.93	105171
02/18/2020	15869		Supplies	15	02/03/2020	29.94	105162
02/18/2020	15869		Supplies	16	02/03/2020	29.94	105150
02/18/2020	15869		Supplies	17	02/03/2020	814.36	105166
02/18/2020	15869		food for meeting	18	02/03/2020	54.64	105630
02/18/2020	15869		Supplies	19	02/03/2020	242.71	105030
02/18/2020	15869		Supplies	20	02/03/2020	242.72	517214
02/18/2020	15869		Supplies	21	02/03/2020	85.96	105630
02/18/2020	15869		Postage	22	02/03/2020	28.30	517650
02/18/2020	15869		food for meeting	23	02/03/2020	41.90	105070
02/18/2020	15869		food for meeting	24	02/03/2020	82.62	105190
02/18/2020	15869		elector list	25	02/03/2020	30.35	105050
02/18/2020	15869		Supplies	26	02/03/2020	417.49	105430
02/18/2020	15869		Supplies	27	02/03/2020	388.58	105030
02/18/2020	15869		Supplies	28	02/03/2020	229.54	105445
02/18/2020	15869		food for meeting	29	02/03/2020	15.56	105070
02/18/2020	15869		Conference	30	02/03/2020	239.98	105424
02/18/2020	15869		Supplies	31	02/03/2020	9.93	105497
Total 2503:						5,811.09	
02/03/2020	15831	CenturyLink	acct 719-836-4609 502B	1	01/19/2020	60.71	517470
02/03/2020	15831		alarm line-525 Hathaway	1	01/19/2020	46.99	105190
02/03/2020	15831		7198362622355B	1	01/19/2020	476.96	105065
02/03/2020	15831		7198362445	1	01/19/2020	109.84	517226
02/03/2020	15831		acct 82239760	1	01/23/2020	16.29	105065
Total 2614:						710.79	
02/18/2020	15887	Wittbrodt, Kim	cell phone reimb	1	02/18/2020	50.00	105065
Total 2655:						50.00	
02/18/2020	15884	SENSUS USA	1 yr. support - meter reade	1	02/06/2020	1,949.94	517206

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2675:						1,949.94	
02/11/2020	15848	Colorado Natural Gas, Inc.	natural gas	1	02/06/2020	256.99	105023
02/11/2020	15848		natural gas-shop	1	02/06/2020	900.09	105650
02/11/2020	15848		525 hathaway	1	02/06/2020	428.52	105190
02/11/2020	15848		san office	1	02/06/2020	323.14	517234
02/11/2020	15848		sewer treatment plant	1	02/06/2020	2,705.39	517680
Total 2728:						4,614.13	
02/18/2020	15881	Mead, Vaughn	cell phone reimb	1	02/18/2020	25.00	105645
02/18/2020	15881		cell phone reimb	2	02/18/2020	25.00	105645
Total 2739:						50.00	
02/18/2020	15877	Kasper, Gerrits	cell phone reimb	1	02/18/2020	50.00	105645
Total 2747:						50.00	
02/03/2020	15832	Chaffee County Waste	6 yd weekly	1	02/01/2020	100.00	105650
02/03/2020	15832		6 yd weekly	2	02/01/2020	100.00	105023
Total 2801:						200.00	
02/11/2020	15847	Bullock, Julie	supplies	1	02/10/2020	11.49	105166
02/18/2020	15868		cell phone reimburse	1	02/18/2020	50.00	105065
Total 2812:						61.49	
02/11/2020	15861	Tolin Mechanical	contract maintenance	1	01/15/2020	694.00	517655
Total 2867:						694.00	
02/11/2020	15859	Shirley Septic Pumping, In	cohen park	1	01/24/2020	133.00	105842
Total 2893:						133.00	
02/03/2020	15837	Rise Broadband	internet	1	02/01/2020	105.36	517226
Total 2900:						105.36	
02/18/2020	15874	Fairplay Auto Supply	supplies	1	01/31/2020	150.99	517655
02/18/2020	15874		supplies	2	01/31/2020	253.34	105625
Total 2948:						404.33	
02/18/2020	15882	MEBULBS	bulbs	1	01/30/2020	365.19	105682
Total 2987:						365.19	
02/11/2020	15844	351 Highway 285, LLC	4th quarter estip	1	02/11/2020	8,174.80	102000
Total 3154:						8,174.80	
02/04/2020	15843	Green, Mason	per diem	1	02/04/2020	224.52	105015
02/18/2020	15876		cell phone reimburse	1	02/18/2020	50.00	105065

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
02/18/2020	15891		mileage to ups store-return	1	02/18/2020	24.19	105070
Total 3175:						298.71	
02/11/2020	15852	Hunn Planning & Policy, LL	planning fees	1	01/31/2020	450.00	105105
Total 3183:						450.00	
02/18/2020	15867	Brown, Jimmy	cell phone reimburse	1	02/18/2020	25.00	105645
02/18/2020	15867		cell phone reimburse	2	02/18/2020	25.00	517226
Total 3199:						50.00	
02/11/2020	15855	Montrose Water Factory, L	bottled water	1	01/31/2020	8.50	105120
Total 3211:						8.50	
02/03/2020	15835	Garfield & Hecht, P.C.	legal	1	12/31/2019	2,442.20	102000
Total 3270:						2,442.20	
02/03/2020	15838	SGM	permit application	1	01/30/2020	481.50	517635
Total 3272:						481.50	
02/18/2020	15878	KB's Kakery	king cakes	1	02/12/2020	552.50	105166
Total 3295:						552.50	
02/18/2020	15873	Ernst, Sarah	cell phone reimburse	1	02/18/2020	50.00	105065
Total 3313:						50.00	
02/18/2020	15871	Clark, Sean	cell phone reimburse	1	02/18/2020	25.00	517226
02/18/2020	15871		cell phone reimburse	2	02/18/2020	25.00	105645
Total 3328:						50.00	
02/11/2020	15856	Mountain Essentials	estip 3rd quarter	1	02/11/2020	266.28	102000
Total 3370:						266.28	
02/03/2020	15834	Downtown Redevelopment	501 main adaptive reuse a	1	02/01/2020	7,625.55	105195
Total 3380:						7,625.55	
02/03/2020	15836	Park County Government	monthly internet	1	01/27/2020	52.50	105455
02/03/2020	15836		monthly internet	2	01/27/2020	52.50	105065
Total 3381:						105.00	
02/18/2020	15883	Promark Industries	chevy repair	1	01/23/2020	185.09	517242
02/18/2020	15883		chevy repair	2	01/23/2020	185.09	105625
02/18/2020	15883		chevy repair	1	01/30/2020	327.72	105625
02/18/2020	15883		chevy repair	2	01/30/2020	327.73	517242

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3383:						1,025.63	
02/03/2020	15833	David John	refund burro booth	1	01/23/2020	160.00	104756
Total 3390:						160.00	
02/11/2020	15849	Elevated DJ's LLC	dj for mardi gras	1	01/15/2020	2,000.00	105166
Total 3391:						2,000.00	
02/11/2020	15854	Living Water Pump Service	pump for well #1	1	01/27/2020	5,556.62	517465
Total 3392:						5,556.62	
02/11/2020	15851	Glasco UV LLC	lights	1	01/24/2020	3,592.64	517655
Total 3393:						3,592.64	
02/11/2020	15863	Western Inn Motel	grant granlund lodging	1	12/27/2019	50.00	105497
Total 3394:						50.00	
02/18/2020	15879	Kulesza, Tyger	cell phone reimburse	1	02/18/2020	25.00	105645
02/18/2020	15879		cell phone reimburse	2	02/18/2020	25.00	517226
Total 3395:						50.00	
Grand Totals:						82,458.15	

Report Criteria:

Detail report type printed



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Mason Green, Assistant Town Administrator

RE: Resolution Adopting the 501 Main Street Adaptive Reuse/Feasibility Study

DATE: February 27, 2020

This resolution formally adopts the 501 Main Street Adaptive Reuse/Feasibility Study. After the presentation of the final report by Ben Levenger of Downtown Redevelopment Inc. at the last meeting Staff had requested any desired changes to the plan be communicated to us so to ensure the changes occurred. As Staff received no comment from the Board we have proceeded with placing the formal adoption on this agenda. Note that we did not include this in the packet as no changes were made.

Recommended Action:

Staff recommends approval of Resolution No. 4. As this is under your consent agenda it will be approved via the usual motion, second, roll call vote which approves the consent agenda.

“Where History Meets the High Country”

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 4
Series of 2019**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ADOPTING THE 501 MAIN STREET FEASIBILITY/ADAPTIVE REUSE STUDY.

WHEREAS, the Town Board of Trustees authorized the purchase of the property known as 501 Main Street in 2019; and,

WHEREAS, the Town Board of Trustees desires to use the building space for the highest and best community uses; and,

WHEREAS, the Town Board of Trustees entered into a contract with Downtown Redevelopment Services Inc. to perform a feasibility/adaptive reuse study to determine the highest and best community uses for the building; and,

WHEREAS, the feasibility/adaptive reuse study collected input from the Fairplay Community to determine these highest and best community resources; and,

WHEREAS, the Town Board of Trustees desires to adopt the completed 501 Main Street Feasibility/Adaptive Reuse Study.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO adopt the 501 Main Street Feasibility/Adaptive Reuse Study as presented on February 3, 2020 by Downtown Redevelopment Services and attached hereto as "Exhibit A".

RESOLVED, APPROVED, and ADOPTED this 2nd day of March, 2020.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

RESOLUTION NO. 5
(Series of 2020)

A RESOLUTION OF THE BOARD OF TRUSTEES
APPROVING THE APPLICATION FOR A SIDE YARD
SETBACK VARIANCE AT CERTAIN REAL PROPERTY
COMMONLY KNOWN AND NUMBERED AS 711
HATHAWAY STREET, FAIRPLAY, COLORADO.

WHEREAS, the Applicant, Earl Nall, has applied for a side yard setback variance for real property commonly known and numbered as 711 Hathaway Street and more particularly described in the application which is incorporated into and made a part of this resolution (the "Property"); and

WHEREAS, a public hearing on the application was held before the Board of Trustees of the Town of Fairplay on March 2, 2020, preceded by public notice of such hearing as required by Sec. 16-4-20 of the Fairplay Municipal Code; and

WHEREAS, at the public hearing the Board of Trustees, acting as the Board of Adjustment, heard evidence from interested parties and considered the factors for approval of a variance set forth in Sec. 16-22-70 of the Fairplay Municipal Code;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY;

1. Approval. The application for a side yard setback variance as depicted in the application and site plan on file herein and specifically identified in Exhibit A hereto is hereby granted and the variance is approved. The Board finds that the requirements and conditions of Sec. 16-22-70 (B) are met.

2. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the Town of Fairplay, that it is promulgated for the health, safety, and welfare of the public and that this Resolution is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Board of Trustees further determines that the Resolution bears a rational relation to the proper legislative object sought to be attained.

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

4. Effective Date. This Resolution shall become effective March 2, 2020.

RESOLVED, APPROVED AND ADOPTED by the Board of Trustees of the Town of Fairplay on the 2nd day of March, 2020.

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

Fairplay Planning Department
Fairplay Town Hall
901 Main Street
Fairplay, Colorado 80440



Fairplay Board of Trustees
Mayor - Frank Just
Mayor, Pro Tem - Eve Stapp
Cindy Bear
Scott Dodge
Paul Kemp

Board of Adjustment Hearing

Nall Property – Variance Request 711 Hathaway

Hearing Date: March 2, 2020

File Name and Process: Nall Variance Request

Owner/Applicant: Earl & Marilyn Nall

Representative: Earl Nall

Legal Description: 711 Hathaway Street; Lot 15, Block 14

Zoning: Transitional (T)

Staff Member: Scot Hunn, Town Planner

Staff Report

I. Summary of Request:

The Applicant is requesting approval of a variance from side yard setbacks for a parcel located within the Transition (T) Zone District.

Background

The Applicant provides the following summary of the lot history and the reasons for seeking a variance:

“At an earlier time both Lot 15, 711 Hathaway Street and Lot 16, 701 Hathaway Street, had the same owner, during that time a garage was constructed without regard to property lines resulting in approximately 5 feet of the southeasterly portion of the building located on Lot 15. In 1969 the properties were sold to

different owners, at the time 5 feet of northwesterly lot 15 (711 Hathaway) was deeded the new owner of lot 16 (701 Hathaway). That transaction corrected the property line going thru the garage while at the same time put the property line thru northeasterly side of the house located on Lot 15. We have submitted a Subdivision Property Line Adjustment Application dated December 9, 2019 with agreement of the current Lot 16 owner, Brian O'Conner, to adjust the property line back to the original location as indicated on a preliminary plat submitted by Tom Burnett, Burnett Land Surveying.

"Moving the property line back to the original location creates a new problem, the side setback on the northwesterly side of the house is 4.3' not the required 5' as required by the current regulations. We are asking for a side setback variance to allow the property line be moved back to the original location."

As noted above, the lot configurations for Lots 15 and 16 – and the nonconforming situation created by a property line running through a residential structure on Lot 15 - have remained the same since 1969, pre-dating zoning within the Town of Fairplay. The Nalls now wish to sell Lot 15 and cannot reasonably do so until the nonconforming situation is rectified via the companion Boundary Line Adjustment plat being proposed along with this variance request (copy draft plat attached to this report).

Therefore, the Nalls, along with their neighboring property owner, Mr. Brian O'Conner (701 Hathaway), wish to adjust the common lot line between their two properties to remove the encroachment of the property line through the home on Lot 15, and, therefore to clear up any pre-existing nonconforming situations. However, the proposed location of the common property line is located less than 5' away from structures on both lots. Because of this, the Applicant has been asked to apply for a variance from side yard setback regulations to allow a setback less than the required five feet when creating the new property line on the plat.

Staff has reviewed the Boundary Line Adjustment plat for compliance with the Town's minor subdivision standards. Staff recommends that the plat be approved if a variance is granted by the Town Board.

Staff is also **recommending approval** of this variance request based on a review of the applicable standards and criteria for granting of a variance.

II. Summary of Process and Code Requirements:

This is a variance request pursuant to Section 16-22-70, *Powers of Board of Adjustment*, Town of Fairplay Unified Development Code (UDC). This is a formal hearing by the Zoning Board of Adjustment and proper public notice was provided.

Approval Criteria and Findings

Section 16-22-70 (B) of the UDC below outlines the criteria and findings necessary for the granting of a variance:

1. *That the variance will not authorize the operation of a use other than those uses specifically enumerated as a primary permitted use for that district in which the property is located and for which the variance is sought;*
2. *One of more of the following special circumstances or conditions exist with respect to the specific property:*
 - a. *Exceptional narrowness, shallowness, or shape of the property at the time of the enactment of the regulation in question;*
 - b. *Exceptional topographic conditions of the property; and*
 - c. *Other extraordinary and exceptional situations or conditions of the property.*
3. *The special circumstances and conditions have not resulted from any act of the Applicant.*
4. *That the variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, or substantially or permanently impair the appropriate use or development of adjacent property;*
5. *That the variance, if granted, is the minimum that will afford relief and is the least modification possible of the provisions of this Chapter which are in question;*
6. *That the granting of the requested variance would relieve a peculiar, exceptional and undue hardship on the applicant, provided that such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zoning regulations as embodied in this Chapter and the Zoning Map.*
7. *That the variance, if granted, will not adversely affect the public health, safety, and welfare.*

III. Zoning Analysis:

Zoning

The subject property is located within the “Transitional” Zone District. The purpose of the Transitional Zone District is to:

“Transitional encompasses most of the original town-site lots and includes single-family uses, home offices, small-scale retail, cafes and businesses which coexist with residential neighborhoods. Business use is on the ground-level and do not require much off-street parking. Sidewalks and alleys are important features.”

- Town of Fairplay UDC Section 16-5-20 – Description of Zone Districts



Figure 1: Town of Fairplay Zoning Map

Dimensional Limitations and Development Standards

The following table summarizes the lot, development and dimensional standards and limitations applicable to the subject property pursuant to Sections 16-5-40. – *Table of Dimensional standards and 16-10-20 – Off-Street Parking Spaces Required.*

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	2,500 sq. ft. req.	5,532 sq. ft. (.127 ac.)
Maximum Building Height:	N/A	No Change
Minimum Front Setback:	N/A	No Change
Minimum Side Setback:	5 feet	1' to 4'3"
Minimum Rear Setback:	N/A	No Change
Maximum Lot Coverage:	N/A	No Change
Parking:	N/A	No Change

Note: Proposed setbacks as shown on the companion Boundary Line Adjustment Plat by Burnett Land Surveying are approximately one (1') foot from an existing garage located on Lot 16 and 4'-3" from the single-family residence on Lot 15.

IV. Community Plan Policies:

Applicable Community Plan Policy Goals and Objectives

The following Town of Fairplay Comprehensive Plan goals and strategies are applicable to this variance request.

Community Character, Design & Identity:

Goal CCDI-2 – Maintain a Compact Community

- A. Support development of existing lots and areas within existing municipal limits with techniques such as in-fill guidelines, accessory dwelling units and development on existing or new small lots.

Housing:

Goal H-3 – Preserve and Protect the Existing Housing Stock

- A. Investigate incentives for property owners to keep and improve historic housing stock.

Staff Response:

By providing relief from practical and/or physical hardships occurring within established neighborhoods – where encroachments of existing structures within setbacks or even across property lines is common – the Town can support the ongoing

use and incentivize to improve and/or redevelop existing housing stock while maintaining the existing lot sizes and character of the neighborhood.

V. Staff Findings:

The following are staff's responses to each of the applicable variance criteria and required findings:

1. **That the variance will not authorize the operation of a use other than those uses specifically enumerated as a primary permitted use for that district in which the property is located and for which the variance is sought;**

Staff Response:

The residential use occurring on Lot 15 is a permitted use within the Transitional Zone District.

2. **One or more of the following special circumstances or conditions exist with respect to the specific property:**
 - a. **Exceptional narrowness, shallowness, or shape of the property at the time of the enactment of the regulation in question;**
 - b. **Exceptional topographic conditions of the property; and**
 - c. **Other extraordinary and exceptional situations or conditions of the property.**

Staff Response:

The nonconforming situation occurring on Lot 15 wherein a portion of Lot 15 was deeded to the owners of Lot 16 in 1969 - creating a property line that traverses through an existing residential structure - and the fact that the current owners were not aware of such situation until 17 years after purchasing the property constitutes an extraordinary and exception situation affecting the owner of Lot 15 as well as the owner of neighboring Lot 16, at no fault of their own. It is also apparent that the shape and configuration of Lots 15 and 16 was in existence before the enactment of zoning and the current town standards for side yard setbacks.

3. **The special circumstances and conditions have not resulted from any act of the Applicant.**

Staff Response:

Staff suggests that original construction of the garage structure on portions of what is now Lot 16 and the subsequent deeding of property in 1969 that created a nonconforming structure situation on Lot 15 (i.e., the property line through an existing building on Lot 15) were not the result of any act of the Applicant or

the neighboring property owner. Both owners purchased their properties after such special, extraordinary circumstances and conditions had been created by previous owners.

4. **That the variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, or substantially or permanently impair the appropriate use or development of adjacent property;**

Staff Response:

The variance request in this instance is for the minimum relief from the Town's side yard setback. In one instance, the proposed property line will be 4'-3" away from the house on Lot 15 rather than the required 5' for a shortfall of 7". In another instance occurring on the same lot, the proposed common property line will be within 1' of the garage located on Lot 16, a four-foot differential. A review of the Boundary Line Adjustment Plat by Tom Burnett, Burnett Surveying, as well as a site visit to the property confirmed that the proposed property line is proposed in the original location of the property line, following an existing fence. To move the property line on the northwesterly corner of Lot 15 over another 7" would create a situation where the property line would then encroach on the neighboring driveway. Additionally, the Town cannot approve a plat that shows a 4'-3" side yard setback that does not comply with the Town's requirements for five feet. To do otherwise would create a new nonconforming situation related to setbacks.

Therefore, staff believes that the granting of a variance in this instance will have no adverse impact on the essential character of the neighborhood or district. It is also worth noting that if the garage structure on Lot 16 or the residential structure on Lot 15 were to be removed, any new development on either lot would be required to comply with current setback regulations.

5. **That the variance, if granted, is the minimum that will afford relief and is the least modification possible of the provisions of this Chapter which are in question;**

Staff Response:

Staff believes that the variance request if granted offers the minimum amount of relief from setback standards of the Unified Development Code.

6. **That the granting of the requested variance would relieve a peculiar, exceptional and undue hardship on the applicant, provided that such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zoning regulations as embodied in this Chapter and the Zoning Map.**

Staff Response:

Staff believes that the granting of the requested variance will relieve an undue hardship caused by the existence a nonconforming situation created when a property line was re-established by deed of sale in 1969 through an existing residential structure on Lot 15. This nonconformity affects the Applicant and the neighboring property owner. Staff believes the Town Board may grant the variance without substantial detriment to the public good or impairment to the Town's zoning regulations.

7. **That the variance, if granted, will not adversely affect the public health, safety, and welfare.**

Staff Response:

Staff believes that granting of the variance request will not adversely affect the public health, safety, or welfare.

VI. Staff Recommendation and Suggested Conditions:

Staff suggests that the variance request for relief from the Town's side yard setback requirement within the Transitional Zone District meets the required findings and criteria for approval of a variance.

Staff is **recommending approval** of the variance request.

In the event the Town Board, acting as the Board of Adjustments, votes to approve the variance request, staff respectfully suggests the following conditions of approval.

1. The Applicant successfully complete the Boundary Line Adjustment plat review process and record said plat upon approval by the Town.

VII. Attachments:

- Application and Narrative by Earl Nall
- DRAFT Boundary Line Adjustment Plat by Burnett Land Surveying
- Exhibit A: Setback and Existing Conditions Exhibit by Hunn Planning & Policy LLC
- Photos of Lot 15 and 16 Existing Conditions



DEVELOPMENT APPLICATION

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

APPLICATION TYPE

- | | |
|--|---|
| <input type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Special Use Permit |
| <input type="checkbox"/> Subdivision | <input type="checkbox"/> Architectural Review |
| <input type="checkbox"/> Zoning Map Amendment (Rezoning) | <input type="checkbox"/> Site Plan Review |
| <input checked="" type="checkbox"/> Variance | |

APPLICANT INFORMATION

Applicant: Earl R. Nall Date: Feb 3, 2020
Applicant's Address: 109 Lock Ave
Florence, CO 81226
Applicant's Phone: (719) 924-7365 Fax: (719) 836-9899
Email Address: enallco@msn.com

OWNER INFORMATION

Applicant's Relationship to Owner: Owner
Owner: Earl R. and Marilyn J. Nall
Owner's Address: 109 Lock Ave
Florence, CO 81226
Owner's Phone: (719) 927-7365 Fax: (719) 836-9899
Email Address: enallco@msn.com

PROPERTY INFORMATION

Address: 711 Hathaway Street
Parcel #: _____
Subdivision: _____
Lot: 15 Block 14
Existing Zoning: Residential
Number of Acres: _____

PROJECT PROPOSAL

General Description of Project:

Variance

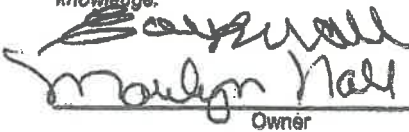
See attached

Lot 16 Owner

Brian O'Conner, PO Box 3011, Breckenridge, CO 80424

SIGNATURES

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



Maudlyn Hall
Owner

Feb 3 2020
Feb 3, 2020
Date

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

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

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

 _____ Applicant

FOR TOWN USE ONLY

Application Checklists

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

Development Application
Town of Fairplay
PO Box 267
Fairplay, CO 80440

Application Type

Side Setback Variance

Applicant: Earl R. Nall

Owner: Earl R. Nall and Marilyn J. Nall

Property Address: 711 Hathaway Street

At an earlier time both lot 15, 711 Hathaway Street and Lot 16, 701 Hathaway Street, had the same owner, during that time a garage was constructed without regard to property lines resulting in approximately 5 feet of the southeasterly portion of the building located on lot 15. In 1969 the properties were sold to different owners, at that time 5 feet of northwesterly lot 15 (711 Hathaway) was deeded to the new owner of lot 16 (701 Hathaway). That transaction corrected the property line going thru the garage while at the same time put the property line thru northeasterly side of the house located on Lot 15. We have submitted a Subdivision Property Line Adjustment Application dated December 9, 2019 with agreement of the current Lot 16 owner, Brian O'Conner, to adjust he property line back to the original location as indicated on a preliminary plat submitted by Tom Burnett, Burnett Land Surveying.

Moving the property line back to the original location creates a new problem, the side setback on the northwesterly side of the house is 4.3' not the required 5' as required by the current regulations. We are asking for a side setback variance to allow the property line be moved back to the original location.

Attached is a copy of a deed dated November 26, 1969 between Ivanell McFarland and Cecil & Ida Hansen transferring 5' of lot 15 to lot 16. We purchased the lot 15 (711 Hathaway) from George and Joann Mills in 1988. At that time we were aware that 5' of lot 15 had been deeded away but were unaware that the property line went thru the house until we received a copy of an Improvement Location Certificate dated April 2005 (copy attached).

We would like to list our property lot 15, 711 Hathaway for sale, we are asking for this variance to put the property line back in the original location thereby putting all of the house back on lot 15.

Setback = 4' - 3" to from Existing Structure on Lot 16

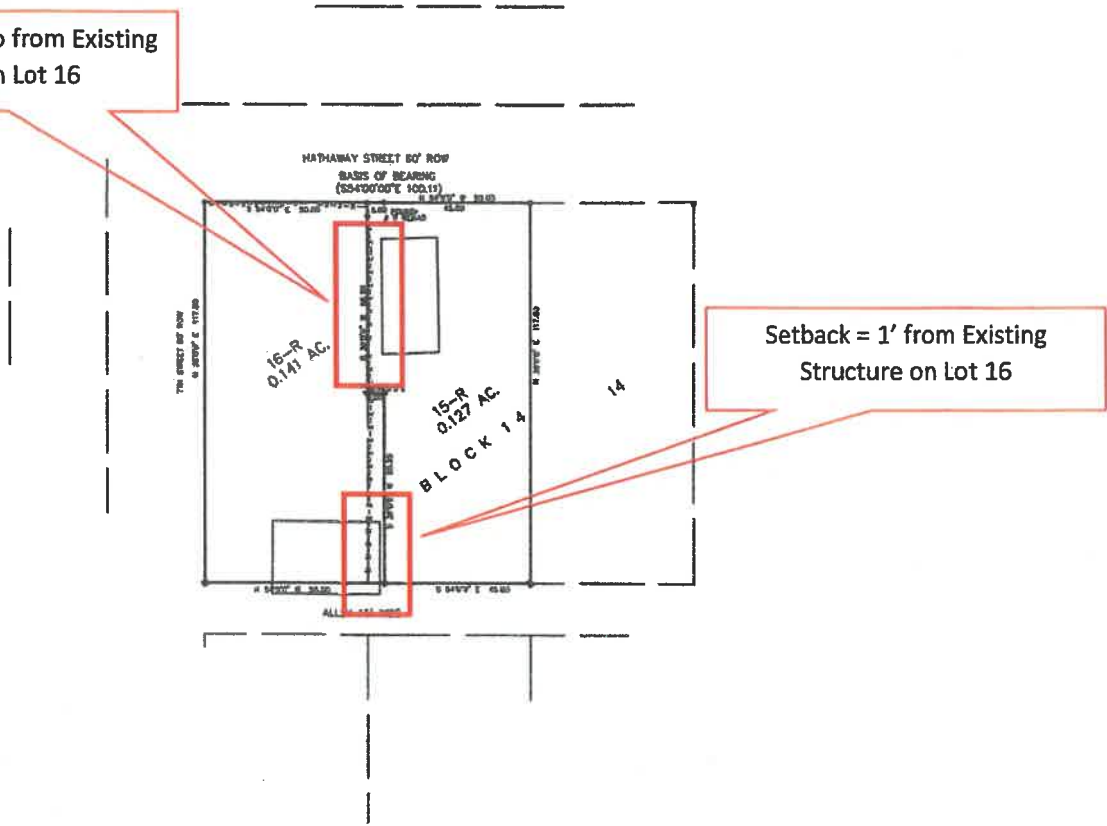


Exhibit A – 701 & 711 Hathaway Existing Conditions and Proposed Boundary Line Adjustment

BOOK 205 PAGE 772

This deed was recorded on the 9 day of March, A. D. 1970, at 8:30 a.m. at Denver, Colorado.

Maxlorie M. Richardson, recorder

This Deed, Made this 26th day of November, in the year of our Lord one thousand nine hundred and sixty-nine between Ivanell McFarland

of the County of Park and State of Colorado, of the first part, and Cecil L. Hansen and Ida L. Hansen

of the County of Park and State of Colorado, of the second part; Witnesseth, That the said part y of the first part, for and in consideration of the sum of One (and other good and valuable considerations) \$ - - - - Dollars, hereby confessed and acknowledged, in S remised, released, sold and quit-claimed, and by these presents does remise, release, sell and quit-claim, unto the said parties of the second part, net in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of each survivors forever, all the following described lot S or parcel S of land, situate, lying and being in the County of Park and State of Colorado, to-wit:

The Northwesterly 5 feet of Lot 15, Block 14, of the Town of Fairplay, being the 5 feet parallel and adjoining Lot 16.

WITNESSETH: 1970 Nov 26

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges therunto belonging or in anywise therunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part, the survivors of them, their assigns and the heirs and assigns of said survivors forever. In Witness Whereof, The said part y of the first part has S herunto set her hand and seal the day and year first above written. Signed, Sealed and Delivered in the Presence of

To Mason Green:

I am the property owner
of 701 Hathaway St. in
Fairplay & my neighbor of
711 Hathaway St. wishes to grant
a easment of 4.5 ft into my
property which is where a fence line
already exists. It is to the North
and I approve this. Thanks

William O'Conor

719-839-1750

The easment meeting is March 2
but I will not be there unless
I need to be



Town of Fairplay
901 Main Street | PO Box 267
Fairplay, CO 80440
719-836-2622
info@fairplayco.us

XBP Confirmation Number: 74003517

▶ Transaction detail for payment to Town of Fairplay.		Date: 01/31/2020 - 9:53:10 AM	
Transaction Number: 119632060PT Visa — XXXX-XXXX-XXXX-1259 Status: Successful			
Account #	Item	Quantity	Item Amount
Earl Nall 711 Hath	Miscellaneous	1	\$100.00

TOTAL: \$100.00

Billing Information
Earl Nall
109 Lock Av
Florence, 81226
enallco@msn.com

Transaction taken by: mgreen



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

February 18, 2020

Notice of Public Hearing
Regarding the land use application for a Variance from the minimum side yard setback requirements for the property located at 711 Hathaway Street in the Town of Fairplay:

This is to advise you that on Monday, March 2, 2020 at 6:00 p.m. the Board of Trustees for the Town of Fairplay will conduct a public hearing at the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, concerning:

A request to for a variance from the minimum side yard setback requirements in the Transitional zone district of 5 feet (5') as defined in the Fairplay Municipal Code to a 4.3 foot (4.3') side setback.

The applicant is Earl Nall.

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

Certificate of Mailing Attached.

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing Notice of Public Hearing Regarding the land use application for a Variance from the minimum side yard setback requirements for the property located at 711 Hathaway Street in the Town of Fairplay was placed in the United States mail, postage prepaid, first class, this 18th day of February, 2020, addressed to:

Sch# 362
Brain O'Connor
PO Box 3011
Breckenridge, CO 80424

Sch# 47468
Park County School District RE-2
PO Box 1457
Breckenridge, CO 80424

Sch# 414
G & G Davis
PO Box 787
Fairplay, CO 80440

Sch# 447
Haley Neal
6365 Pemberton Way
Colorado Springs, CO 81226

Tina Darrah - Town Clerk

**NOTICE OF PUBLIC HEARING BEFORE
THE FAIRPLAY BOARD OF TRUSTEES
CONCERNING A VARIANCE REQUEST**

A public hearing will be held before the Fairplay Board of Trustees in the Council Chambers of Town Hall, 901 Main Street, Fairplay, Colorado, on Monday, March 2, 2020 at 6:00 p.m. concerning a Request for Variance for 711 Hathaway Street, Fairplay, CO. Specifically, the applicant is asking for a variance from the minimum side yard setback as defined in the Fairplay Municipal Code to a 4.3' side yard setback. The applicant for the variance is Earl Nall. For further information, please contact the Fairplay Town Hall at (719) 838-2622. As published in the Park County Republican and Fairplay Flume on Feb. 14, 2020
(NOTICE OF PUBLIC HEARING)

AFFIDAVIT

Regarding the Required Posting of Property:

HEARING ON: VARIANCE

Property Address: 711 HATHAWAY Street, Fairplay, CO 80440

I, Corinne Wagner, hereby certify that I have posted the property located as stated above, with the proper notice for:

Public Hearing before the Town Board on March 2, 2020 for a Variance.

Date of Posting: 02/20/2020

Date of Affidavit: _____

Kim Wittbush

Town of Fairplay Staff

[Handwritten mark]



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Clerk
RE: Revocable Sub-License Agreement for 401 Main Street
DATE: February 27, 2020

As you are aware, Mike and Peggy Leczel of Off the Grid Food Trailer have requested permission to use the lot at 401 Main Street again this year for their food trailer. For the last two summers, they have sub-leased it from the Town for the months of May-September. They have requested the same time frame at the same rate as last year, May-September for \$500 per month. They have also requested use of Town water this year, with all other conditions remaining the same as last year.

Staff has recommended against issuance of the sub-lease this year. With the increase in ridership on the bus and the addition of the mid-day route, we see the need for that parking lot to remain open for parking – for both visitors and residents, as originally intended. During the Fairplay Forward discussions, the need for increased parking opportunities continually arose regarding Front Street and Main Street. Last year, staff reported several instances of conflict between the food trailer and the users of the parking lot and staff is concerned that this is likely to increase as more people use the lot. While it is acknowledged this may not happen this year, it is only going to get busier in Fairplay.

Regarding the request for use of Town water – bulk water is available at the Town shop for \$11.40 per 1,000 gallons and in the Town of Alma in smaller quantities. We do not have any other avenue to provide water to the applicant.

I have spoken to the Leczel's about their request for a sub-lease again this year and shared the staff concerns. I explained that we were not recommending that the Board approve it again this year and offered to help them find a more appropriate place for their food trailer in Fairplay. We had a lengthy conversation with no resolution. They later contacted Julie at Town Hall and asked to be placed on the March 2nd agenda to address the Board directly.

Because the applicants are quite insistent that they had no issues last year, see no potential conflicts, and feel that they cannot find another location as favorable as this for

this summer, I would offer the option that the Board approve the sub-lease for this year, with the clear understanding that this is not a permanent location for Off the Grid. And again, staff would be happy to try and help the applicants find a more suitable location for their business.

Should the Board decide to approve the sub-lease, the necessary motion would be:

Motion to approve Resolution No. 6, series of 2020. This will require a second and a roll call vote.

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 6
Series of 2020**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING PARTICIPATION IN A REVOCABLE SUB-LICENSE AGREEMENT WITH HIGH COUNTRY FOODS LLC, DBA OFF THE GRID FOOD TRAILER, FOR USAGE OF THE PROPERTY KNOWN AS 401 MAIN STREET, FAIRPLAY, COLORADO.

WHEREAS, the Town of Fairplay was asked to grant usage of this property to High Country Foods LLC to operate a food trailer from May through September; and,

WHEREAS, the Town of Fairplay is allowed, through the its lease of the property, to grant usage of this property to High Country Foods LLC; and

WHEREAS, the Town Board recognizes the benefit in having High Country Foods LLC as a business in the Town of Fairplay.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO THAT the Board of Trustees hereby authorizes the Town Administrator and/or Mayor to sign the Agreement attached hereto as Exhibit "A".

RESOLVED, APPROVED, and ADOPTED this 2nd day of March, 2020.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Mayor Frank Just

ATTEST:

Town Clerk Tina Darrh

REVOCABLE SUB-LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020, by and between High Country Foods LLC, DBA Off the Grid Food Trailer ("Off The Grid") and the Town of Fairplay, Colorado (the "Town").

For and in consideration of the sum of five hundred dollars (\$500.00) paid monthly by Off the Grid to the Town for each month of use, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. THE LICENSE

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

SECTION 2. TERMS OF AGREEMENT

A portion of the Property, as depicted in Exhibit A, may be used and occupied by Off the Grid for the purpose of the placement and operation of a temporary food vending cart for a period of time, beginning May 1, 2020, and ending September 30, 2020. Off the Grid is required to pay the agreed upon fee for each month of usage on the 1st of each month. Off the Grid is required to place trash receptacles on the Property and may place tables, canopies, temporary signage and portable toilets on the Property as depicted on the attached map. No items, including the food trailer, placed on the Property by Off the Grid may block access to the parking lot, alley or sidewalk.

SECTION 3. TERMINATION

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

SECTION 4. MAINTENANCE

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

SECTION 5. DAMAGE TO PROPERTY

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

SECTION 6. INSURANCE

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

SECTION 7. NOTICES

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

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

To Off the Grid: Mike and Peggy Leczel
 PO Box 329
 Fairplay CO, 80440

SECTION 8. MISCELLANEOUS

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

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

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

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

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

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

TOWN OF FAIRPLAY, COLORADO

By: _____
Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

OFF THE GRID

Mike Leczel

Peggy Leczel

HIGH COUNTRY FOODS LLC (OFF-THE-GRID)

Town of Fairplay
P.O. Box 267
Fairplay, CO 80440

January 19, 2020

Dear Town of Fairplay

Please find attached redlined "Revocable Sub-License Agreement" between Off-the-Grid and the Town of Fairplay. We are looking forward to returning in the month of May 2020 serving high quality food to the residents and tourists that live and visit our fine community.

We agree on the \$500-dollar monthly lease fee, as paid previously in 2019. That is a 67% lease fee increase over our prior agreement in 2018.

Please take notice to attachment, Section 2. Terms of Agreement. We request that town water be available to OTG satisfying the State licensing requirements for potable water. Estimated water consumption for the term of the lease is approximately 1800 gallons. We look forward to working with the Town of Fairplay, so we all have a successful summer in 2020.

Sincerely,

Mike and Peggy Leczel

P.O.Box 329
Fairplay, CO
80440
USA

PHONE 303-909-8339

EMAIL offthegridfairplay@gmail.com

REVOCABLE SUB-LICENSE AGREEMENT

THIS AGREEMENT is made this 7th day of January 2019, by and between High Country Foods LLC, DBA Off the Grid Food Trailer ("Off The Grid") and the Town of Fairplay, Colorado (the "Town").

*

For and in consideration of the sum of five hundred dollars (\$500.00) paid monthly by Off the Grid to the Town for each month of use, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. THE LICENSE

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

SECTION 2. TERMS OF AGREEMENT

A portion of the Property, as depicted in Exhibit A, may be used and occupied by Off the Grid for the purpose of the placement and operation of a temporary food vending cart for a period of time, beginning May 1, 2018, and ending September 30, 2019. Off the Grid is required to pay the agreed upon fee for each month of usage on the 1st of each month. Off the Grid is required to place trash receptacles on the Property and may place tables, canopies, temporary signage and portable toilets on the Property as depicted on the attached map. No items, including the food trailer, placed on the Property by Off the Grid may block access to the parking lot, alley or sidewalk.

*

FILL WATER JUGS AT TOWN FACILITY AS NEEDED FOR OFF THE GRID OPERATIONS

SECTION 3. TERMINATION

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

SECTION 4. MAINTENANCE

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

SECTION 5. DAMAGE TO PROPERTY

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

SECTION 6. INSURANCE

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

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

To Off the Grid: Mike and Peggy Leczel
 PO Box 329
 Fairplay CO, 80440

SECTION 8. MISCELLANEOUS

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

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

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

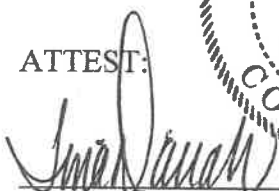
D. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

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

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




ATTEST:



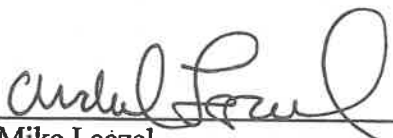
Tina Darrah, Town Clerk

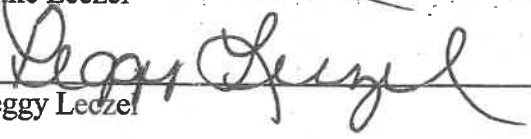
TOWN OF FAIRPLAY, COLORADO

By: 

Frank Just, Mayor

OFF THE GRID



Mike Leczel


Peggy Leczel



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator/Clerk
RE: Resolution No. 7, Cancelling the Regular Municipal Election
DATE: February 27, 2020

This resolution authorizes the cancelling of the Regular Municipal Election scheduled for April 7, 2020. Per State Statute and the Fairplay Municipal Code, the election can be cancelled when there are no more candidates running than the number of offices vacant. We had three seats open (one two-year term and two four-year terms) and only three candidates filed nomination petitions to fill those seats. Those three candidates will be declared elected on April 7, 2020 and upon cancellation of the election. They will be sworn in at the April 20, 2020 meeting.

Recommended Motion:

Motion to approve Resolution No. 7. This will require a second and a voice vote.

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 7
(Series 2020)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO DETERMINING THAT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON APRIL 7, 2020 SHALL BE CANCELLED PURSUANT TO FAIRPLAY MUNICIPAL CODE, ARTICLE 2, SECTION 2-1-30.

WHEREAS, The Designated Election Official of the Town of Fairplay has been duly authorized by the Town Board of Trustees to cancel and declare candidates elected at the close of business the nineteenth day before the election to be conducted April 7, 2020, and

WHEREAS, the nineteenth day before the regular municipal election to be held on April 7, 2020, is March 19, 2020; and

WHEREAS, the deadline for filing nomination petitions was January 27, 2020, and there were not more candidates nominated than offices to be filled at the April 7, 2020, election; and

WHEREAS, the deadline for filing affidavits of intent for write-in candidates as set forth in Section 2-1-40 is March 19, 2020; and

WHEREAS, there are currently no more than one (1) candidate for each seat to be filled based upon those filing nomination petitions, and if there remains not more than one (1) candidate per seat after the deadline for candidates filing affidavits of intent to be write-in candidates as set forth in Section 2-1-40 as of close of business on March 19, 2020, the Town Board wishes to cancel the election and declare the candidates elected, as provided by law.

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

Section 1. Effective at the close of business on March 19, 2020, if there are not more candidates than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, the Town Clerk is hereby directed to cancel the April 7, 2020, regular election for the Town of Fairplay.

Section 2. If the Town Clerk cancels the election as set forth in Section 1, the following persons are hereby deemed elected as Trustees for the Town of Fairplay, Colorado, with term lengths of two seats at four years each and one seat at two years, term lengths to be determined at the first regular meeting after April 7, 2020:

Cindy Bear, 307 Hathaway Street, Fairplay, CO 80440
Scott Dodge, 1317 Meadow Drive, Fairplay, CO 80440
Josh Voorhis, 508 8th Street, Fairplay, CO 80440

Section 3. The effective date of the terms of the Trustees deemed elected pursuant to this resolution shall be April 7, 2020. The oaths of office shall be administered at the first regular meeting after April 7, 2020.

Section 4. The Town Clerk shall publish notice of such pursuant to Section 2-1-30(b) of the Fairplay Municipal Code.

RESOLVED, APPROVED AND ADOPTED THIS 3rd DAY OF FEBRUARY, 2020.

TOWN OF FAIRPLAY, COLORADO

Mayor, Frank Just

ATTEST:

Town Clerk, Tina Darrah

TOWN OF FAIRPLAY ELECTION CANCELLATION NOTICE

The election for the Town of Fairplay scheduled to be held on April 7, 2020 is hereby cancelled. Fairplay Municipal Code 2-1-30 permits the cancellation of a municipal election if, at the close of business on the nineteenth day before the election, there are not more candidates than offices to be filled.

Noticed in accordance with F.M.C. 2-1-30(b).

Tina Darrah, Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
Town Administrator, Tina Darrah

FROM: **Jim Brown**

RE: Public Works Manual Adoption

DATE: February 26, 2020

Public Works Manual

Tina sent to the board earlier this month the proposed Public Works Manual for standards for work within the Town of Fairplay. This sets standards for work within the town right of way and town property.

I recommend adoption of the Public Works Manual for the town standards.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 8

Series of 2020

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING THE ADOPTION OF THE PUBLIC WORKS MANUAL.

WHEREAS, the Town Board of Trustees is committed to providing the Town Staff with guidance and a safe work environment; and,

WHEREAS, the Town Board of Trustees instructed staff to create a manual for the Public Works Department that would provide detailed guidance; and,

WHEREAS, Fairplay Town staff created a Public Works Manual and the Town Board of Trustees has been presented with the Public Works Manual for its approval.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the Public Works Manual attached hereto as "Exhibit A" be approved and adopted.

RESOLVED, APPROVED, and ADOPTED this 2nd Day of March 2020.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
Town Administrator, Tina Darrah

FROM: Jim Brown

RE: 2020 Paving Overlays

DATE: February 26, 2020

Award 2020 Paving Overlay Project

We have received bids for the 2020 Paving Overlay project. We received two bids this year, Columbine Concrete and Pavement Maintenance Services, Inc. The low bidder was Pavement Maintenance Services, Inc, the same contractor as last year. The low bid was \$193,959.30. This is \$4,000 over the budgeted amount.

I recommend awarding the 2020 Paving Overlay project to Pavement Maintenance Services, Inc with a maximum initial contract value of \$193,959.30.

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 9
Series of 2020**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONTRACT WITH SCHLOSSER SIGNS, INC. FOR THE

WHEREAS, the Town Board of Trustees is committed to ensuring safe and well maintained roads in the Town of Fairplay; and,

WHEREAS, the Town Board of Trustees instructed staff to secure bids for the 2020 Paving Overlay Project; and,

WHEREAS, staff sent the 2020 Paving Overlay Project out to bid; and,

WHEREAS, the Town received two responses with Pavement Maintenance Services being the lowest bid and;

WHEREAS, the Town Board of Trustees desires to enter into the contract with Pavement Maintenance Services for the 2020 Paving Overlay Project for the cost of \$193,959.30.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, is hereby authorized to approve this contract with Schlosser Signs, Inc. for the Monument Sign Project and the Mayor is authorized to execute the same on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 2nd Day of March 2020.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

Bid Recap 2020-2 2020 Paving Overlays

Item Description	Unit	QTY	Engineers Est		PMS		Columbine		Brannon		Avalanche		America West	
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1 Mobilization	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,500.00	\$10,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Traffic Control	LS	1	\$2,500.00	\$2,500.00	\$750.00	\$750.00	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Pot-hole Patching	LS	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5 Asphalt Overlay 3"	SF	88774	\$1.83	\$162,456.42	\$1.95	\$173,109.30	\$2.75	\$244,128.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6 Shoulder Overlay 3 Feet Recycled Asphalt	LS	1	\$10,000.00	\$10,000.00	\$13,600.00	\$13,600.00	\$21,000.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									NO BID		NO BID		NO BID	
Total				\$182,456.42		\$193,959.30		\$287,128.50		\$0.00		\$0.00		\$0.00

In Budget \$1,891,000

**TOWN OF FAIRPLAY
CONSTRUCTION AGREEMENT
BID #2020-2**

THIS CONSTRUCTION AGREEMENT is made and entered into this 3 day of March, 2020, by and between the TOWN OF FAIRPLAY, a Colorado municipal corporation (the "Town"), and Pavement Maintenance Services, Inc ("Contractor").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Construction Agreement hereby agree as follows:

1. Contractor shall perform the work necessary to complete the following described project (the "Project"), in accordance with this Agreement and the Contract Documents, attached hereto and incorporated herein by this reference:

Project Title: 2020 Paving Overlay

Project Number: 2020-2 _____

Project Description: Paving Overlay

2. Contractor shall furnish all of the material, supplies, tools, equipment, labor supervision and other services necessary for the completion of the Project except as described herein.

3. Contractor shall commence the Work required by the Contract Documents, and certificate of insurance within 14 days after the date of the Notice to Proceed, and shall complete the Work by June 26, 2020, unless the period for completion is extended otherwise by the Contract Documents.

4. The Town agrees to pay Contractor, subject to all of the terms and conditions of this Construction Agreement and the Contract Documents for the Work described, an amount not to exceed One hundred ninety three thousand nine hundred fifty nine dollars and thirty cents dollars (\$193,959.30).

5. The term "Contract Documents" means and includes all items as set forth in Section 1.01 of the General Conditions.

6. The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Construction Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator
RE: Appointment of Members to the Fairplay Economic and Business Development Advisory Board
DATE: February 27, 2020

Staff has been pleased with the interest of various organizations and individuals for their willingness to serve on this Board. As you may recall the Advisory Board is structured to secure participation from the various economic sectors and community organizations within the Town of Fairplay. Please see below for a list of the those interested in serving on the Economic and Business Development Advisory Board and the businesses/organizations which they represent. Mason and I will be the staff liaisons for the Advisory Board.

Lodging Representative: Monetta Dardanis (Owner, Middle Fork RV Park)

Food Service Representative: Kristen Farr (Owner, Salado)

Retail Representative: James Dean (Owner, Prathers)

Recreation Industry Representative: Maggie Clark (Manager, South Park Recreation Center)

Real Estate/Development Representative: John Angelico (Owner, United Country)

Historical Preservation Representative: Jennie Andrusin (South Park National Heritage Area)

South Park Chamber of Commerce Representative: Wayne Albers, President

At-Large Member: Staff has spoken to and recommends that the Town Board consider appointing Paul Kemp to this position as he was a participant on the Fairplay Forward plan and will no longer be on the Town Board as of April 20th.

Town of Fairplay Board of Trustee Member: this position is appointed by the Town Board at your discretion.

Recommended Action:

These appointments will need to be made via motion and can all be done with one motion, such as:

"I make a motion to appoint those individuals listed in the staff memo provided in the packet to the Economic and Business Development Advisory Board, with terms to be determined at their first meeting." This will need a second and a voice vote.

"Where History Meets the High Country"

12 February 2020

Julie Bullock
City of Fairplay

Re: Letter of Intent

Dear Ms. Bullock,

Let this correspondence serve as my Letter of Intent to honorably serve on the City of Fairplay's Economic Development Advisory Board representing Fairplay's lodging industry. I look forward to being a part of Fairplay's future.

Warm regards,

Monetta Dardanis
Middlefork RV Park

—

255 Hwy 285
Fairplay, CO 80440
702-610-6075
Monettadardanis@gmail.com

2/18/2020

To: Town of Fairplay

RE: Economic Advisory Board

Dear Town of Fairplay Board of Trustees,

Please accept this letter of interest in regard to becoming a member of the Fairplay Economic Advisory Board. I am one of the owners of Salado Restaurant in the Town of Fairplay and I am seeking to represent the food service industry on the Town's Economic Advisory Board. I understand that this Board will meet several times a year, with a frequency to be determined at the first meeting. I also understand that the purpose of this Board is to advise the Town of Fairplay on its marketing and on potential improvements made to the Town of Fairplay's downtown core.

Thank you for your consideration,

Kristin Farr

 2/20/20

"Where History Meets the High Country"

Town of Fairplay
901 Main St
Fairplay CO 80440
RE: Economic Advisory Board

January 8, 2020

To Whom It May Concern:

I am writing this letter for your consideration for an appointment to Town of Fairplay's Economic Advisory Board. I have been a resident of Fairplay for 21 years and opened Prather's Market 15 years ago. I would be a good candidate for one of the positions to represent the retail community of Fairplay on this Board. With my extensive background in retail and the business ownership, I can bring clear ideas and understanding of what the business community of Fairplay desires. The development of a business core should be driven by the members of the community not by the Town of Fairplay. Through a joint effort the Town and local businesses should be able to partner, through open communication and create a plan which will benefit all citizens of Fairplay. I was also part of the Fairplay Forward advisory committee which helped create the Fairplay Forward plan. Thank you for your consideration, I look forward to hearing from you.

Regards,

A handwritten signature in black ink, appearing to read 'James Dean', written over a large, loopy circular flourish.

James Dean
970-485-0491
j.prather4@gmail.com



February 11, 2020

Dear Town of Fairplay Board of Trustees:

Please accept this as a letter of intent to be considered as a member of the Fairplay Economic Advisory Board. I have been the Director of the South Park Recreation Center for the last 3 ½ years, and I am very passionate about continuing to explore avenues where we can develop our community's recreation department. Collaborating with the various local organizations is key in the process of such growth. I look forward to joining forces with the Town of Fairplay, amongst other groups, to create the most opportunity for both residents and visitors; to remain healthy and active.

In addition, I have been on the Chamber of Commerce Board for the last year, first as a Member at Large, and most recently as the Vice President. My intention with this group is to help our local businesses meet their needs, and continue to create opportunities for their development.

Lastly, I serve as the Coordinator for 2 Mile High Inc, a 501(c)(3) that supports the Rec Center through various local fundraising events.

Thank you for your time and consideration, and please let me know if I can provide any further information.

Sincerely,

Maggie Clark
Director, South Park Recreation Center
719-836-0747
maggie@southparkrecreation.org



418 Main St.
P.O. Box 1373
Fairplay, CO 80440
(719) 836- 4273
Jandrusin@parkco.us

Dear Town of Fairplay Board of Trustees,

Please consider this my letter of intent to join the Town of Fairplay Economic Development Advisory Board in representation of the historic preservation industry.

As Projects & Grants Manager for Park County's Department of Heritage & Tourism and the South Park National Heritage Area (SPNHA) for the past 4 years I am versed in the numerous historic treasures that the Town holds. My knowledge of the Secretary of Interior Standards for Treatment of Historic Properties as well as available grant opportunities would provide valuable insight towards economic development efforts.

Additionally, as a promoter of heritage tourism I think utilizing our community's rich history is a strong and sustainable way to embrace inevitable tourism. Rather than avoid change we should attract the type of visitors that respect our significant resources and develop these assets to ensure a bright future for our current and future residents.

This Board aligns with the Department of Heritage & Tourism and the SPNHA's goals to protect, preserve, and promote the natural and historic resources of Park County in a manner that improves quality of life for its citizens. I would greatly appreciate the opportunity to be involved in the implementation of economic development efforts laid out in the Town's Downtown Assessment and provide helpful direction where I can.

Please let me know if you have any questions and I look forward to hearing from you.

Sincerely,

Jennie Andrusin
Projects & Grants Manager
Park County Department of Heritage & Tourism
South Park National Heritage Area

2/18/2020

To: Town of Fairplay
RE: Economic Advisory Board

Dear Town of Fairplay Board of Trustees,

Please accept this letter of interest in regard to becoming a member of the Fairplay Economic Advisory Board. I am the President of the South Park Chamber of Commerce and would like to serve on the Town's Economic Advisory Board on behalf of the Chamber. I understand that this Board will meet several times a year, with a frequency to be determined at the first meeting. I also understand that the purpose of this Board is to advise the Town of Fairplay on its marketing and on potential improvements made to the Town of Fairplay's downtown core.

Thank you for your consideration,

Wayne Albers



"Where History Meets the High Country"



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Mason Green, Assistant Town Administrator

RE: Staff Report

DATE: January 27, 2020

Staff is excited to inform the Board that the Park County Creative Alliance has agreed to collaborate with us on the Wearable Art Festival in a number of ways including setting up various demonstrations, aiding in the recruitment of local artists, providing entertainment and more. Julie is also planning meetings with the South Park City Museum and the Library as they will have concurrent events during the weekend of the Wearable Art Festival. We hope to bring each of the groups together in order to make the weekend something truly special and bigger than any entity could do solo.

Please let me know if you have any questions or I failed to address a point of interest.

“Where History Meets the High Country”

PUBLIC WORKS
MONTHLY STAFF REPORT
January 2020

Wastewater Treatment Plant Performance

JANUARY FLOWS

Influent, monthly flow:	2.880 MG	2019: 2.863 MG	2018: 2.643 MG
Peak daily flow:	.133 MGD	.151 MGD	.154 MGD
Low daily flow:	.078 MGD	.088 MGD	.108 MGD
Average daily flow:	.092 MGD	.113 MGD	.094 MGD

BOD: Effluent Limit: Monthly 30 mg/l average; Peak 45 mg/l 7-day average
INFLUENT: 423 MG/L EFFLUENT: 5MG/L REDUCTION: 98.8%

SUSPENDED SOLIDS: Effluent Limit: Monthly 30 mg/l average; Peak 45 mg/l 7-day average
INFLUENT: 224 MG/L EFFLUENT: 8 MG/L REDUCTION: 96.4%

BOD and Suspended Solids require an 85% reduction from influent to effluent.

PHOSPHOROUS: Projected 2035 limit 3.66 mg/l
INFLUENT: 7.05 MG/L EFFLUENT: 3.88 MG/L REDUCTION: 45%

AMMONIA Effluent Limit: 32 MG/L
INFLUENT: 40.36 MG/L EFFLUENT 0.05 MG/L REDUCTION: 99.8%

TOTAL INORGANIC NITROGEN: Projected 2035 Total Inorganic Nitrogen Limit 38 mg/l
EFFLUENT TIN: 19.84 mg/l

E-COLI: Effluent Limit: 1,920 MPN average per month; Peak 7-day average 3,840 MPN
EFFLUENT: 1 MPN

- OPERATORS REPORT
- Both the generators for the treatment plant and lift station have had their semi-annual maintenance. The generator at the treatment plant does not have a winter enclosure. Blowing snow packed in through the vents around the electronics shorting some of them out. That was the cause of the generator quitting during the Thanksgiving storm. Vaughn was able to remove the main electronic panel, dry it out on his dashboard, and get the plant generator running again during the storm thank goodness.
- The 2020 permit application for the treatment plant as been submitted. The permit renews in June.
- The Annual Sludge Report due in February is complete and delivered to the State.
- The DIRT report for the collection system is complete.

- The utility quarterly maintenance is underway.
- Vaughn has a test date scheduled to try the B certification test in February.
- Our CDPHE utility inspection is scheduled for February 19.
- The aerator ordeal in the sludge pond continues. One of the older aerators finally destroyed itself. WE had a spare aerator ready to go, we ran it on shore when it was wired up before installing it. It did not run when we put it in the pond nor when we removed it from the pond. By the time we could get an electrician to help us figure out the problem the pond froze past the point we could get the aerator back in. We will operate with one aerator this winter.
- The peak flow numbers above are created by the sludge pond decant. That's why the peak flow is so much higher than the average flows. The pond will not hold a year's worth of sludge. Once it reaches a certain level, we shut off the aerators. The sludge hopefully settles, and the water is drawn off the top into the treatment plant. If the sludge floats as it's done sometimes over the last year, there is no option to draw the water off the bottom. Since we only have one sludge pond, when it has difficulties like the last few months, it can be intense running it while making it function correctly again. The temperature in the pond is 4.5 degrees Celsius. That's the same temperature as we maintain the lab samples during shipping so that no biological activity takes place in the samples on their way to the lab. Meaning probably no digestion is taking place during the cold months in the pond. A normal digester will biologically reduce the sludge volume by 40%. Most likely that doesn't happen here. Biological activity in the treatment plant also stops below 6 degrees Celsius. The trick then becomes decanting the cold water from the pond into the plant without lowering the temperature in the plant to the point the plant shuts down.

Water System

Water System ran smoothly in January with exception that in early January pump 1 went down. Pump has been replaced.

Public Works

1. 2020 Paving Projects

Work to be bid out in February.

2. New Aerator for the Sanitary plant pond

To be ordered in February.

3. New Atv

Team decided to continue using golf cart and not buy ATV for watering flowers. Going to secure additional tools for shop instead, ie. Air compressor, mig welder, etc..

4. Vaughn passes B license for the Treatment Plant
Vaughn is schedule to take the B test in February.
5. Sludge Removal
To be done this summer.
6. 1/3 Sewer line cleaning
To be done this summer.
7. River Park Entrance signage
Contract awarded to Schlosser for sign. Bid out parking lot and access road in February.
8. Study Water capacity
To be done in the first and second quarter of the year.
9. Improve Stairs town Hall
To be complete in the spring or fall.
10. Paint Lift station building
To be completed in the spring or fall.
11. Paint Public Works Office
To be completed in the spring or fall.
12. Standards for Streets and utilities
Final draft to be sent to board for comment.
13. Research Town Ditch Easement and create a maintenance plan/program.
To be completed by June 2020.
14. Begin work on comprehensive public works capital improvement plan to include all town owned buildings and properties, vehicles, and equipment.
To be completed by second quarter.
15. Continue to improve SCADA.
Will improve as needs arise this year.

