

**AGENDA for a Special Meeting  
of the Board of Trustees of the Town of Fairplay, Colorado  
Monday, April 26, 2021 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** – April 7, 2021
  - B. **APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$166,442.24.
- VI. **CITIZEN COMMENTS**
- VII. **UNFINISHED BUSINESS**
  - A. Should the Board Approve Adoption of Resolution No. 7, series of 2021, entitled, **“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.”?**
  - B. Other Discussion Items.
- VIII. **NEW BUSINESS**
  - A. Should the Board Approve Adoption of Resolution No. 8, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND BEN AND HOLLI COOPER FOR THE 520 FRONT STREET PAINTING PROJECT.”?**
  - B. Should the Board Approve Adoption of Resolution No. 9, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN AMENDMENT TO THE PERSONNEL HANDBOOK FOR THE TOWN OF FAIRPLAY.”?**
  - C. Should the Board Approve Adoption of Resolution No. 10, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONTRACT WITH PAVEMENT MAINTENANCES SERVICES, INC., FOR THE 2021 PAVING OVERLAY PROJECT.”?**
  - D. Discussion Regarding Request for Letter of Support from the Town of Blue River Regarding the Proposed CDOT Chain-Up Station in Blue River
  - E. Other New Business.
- IX. **BOARD OF TRUSTEE AND STAFF REPORTS**
- X. **WORKSESSION REGARDING WATER SYSTEM**
- XI. **ADJOURNMENT**

**Upcoming Meetings/Important Dates**

Regular Board Meeting	May 3, 2021
Regular Board Meeting	May 17, 2021
Regular Board Meeting	June 7, 2021
Regular Board Meeting	June 21, 2021

*This agenda may be amended.*

*Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, April 22, 2021.*

**MINUTES OF A SPECIAL MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
APRIL 7, 2021**

**CALL TO ORDER**

A special meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:04 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just. Mayor Just proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Josh Voorhis and Nate Fidler. Also in attendance were Public Works Director/Asst. Town Administrator Mason Green, Town Administrator/ Clerk Tina Darrah. Trustee Eve Stapp was absent.

**AGENDA ADOPTION**

**Motion #1** by Trustee Dodge, seconded by Trustee Voorhis, that the agenda be adopted as presented. Motion carried unanimously. (Trustee Stapp was 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** – March 15, 2021

**B. APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of **\$34,961.50.**

**Motion #2** by Trustee Voorhis, seconded by Trustee Fidler, that the agenda be adopted as presented. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes. Motion carried unanimously. (Trustee Stapp was absent.)

**CITIZEN COMMENTS**

Mr. Green read a letter into the record from James Dean, owner of Prathers Market, requesting that the police department increase traffic enforcement on Highways 9 and 285 through the Town as he has witnessed excessive speeds on these two highways within the Town limits. Mr. Green stated that he would give the request to Chief Schlunsen to address.

**UNFINISHED BUSINESS**

**Other Discussion Items**

None offered.

**NEW BUSINESS**

**Should the Board Approve Adoption of Resolution No. 5, series of 2021, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND SUNNY POOL FOR THE 300 THIRD STREET RE-ROOF PROJECT."?**

Staff comment was offered by Town Treasurer Wittbrodt explaining that this application is for \$1,319.00 towards the re-roofing of the property located at 300 3<sup>rd</sup> Street. This is the amount the property owner has paid in property taxes to the Town of Fairplay over the last five years. She further noted that the application, bid, and photos were included in the packet for the Board to reference.

**Motion #3** by Trustee Voorhis, seconded by Trustee Fidler, that the Board Approve Adoption of Resolution No. 5, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND SUNNY POOL FOR THE 300 THIRD STREET RE-ROOF PROJECT.”** A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp was absent.)

Should the Board Approve Adoption of Resolution No. 6, series of 2021, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND JEN BOLEY FOR THE 730 MAIN STREET WINDOW REPLACEMENT PROJECT.”?

Staff comment was offered by Assistant Administrator/Public Works Director Green explaining that this application is for \$3,526.00 towards the replacement of four windows at the property located at 730 Main Street. This is slightly less than the amount the property owner has paid in property taxes to the Town of Fairplay over the last five years, but equal to one-half of the project cost. He further noted that the application, bid, and photos were included in the packet for the Board to reference.

**Motion #4** by Trustee Dodge, seconded by Trustee Voorhis, that the Board Approve Adoption of Resolution No. 6, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND JEN BOLEY FOR THE 730 MAIN STREET WINDOW REPLACEMENT PROJECT.”** A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp was absent.)

Discussion/Direction Regarding Loan Payoff for Fairplay 29 Acres Purchase

Town Treasurer Wittbrodt offered staff comment requesting that the Board consider using some of the general fund’s high fund balance to pay the remaining \$132K on the loan the Town took to purchase the Fairplay 29 Acres parcel for the River Park. She noted that this would release the Town equipment/vehicles that were used as collateral for the loan, thus allowing the Town to sell vehicles no longer in use. She further noted that paying the loan now saves the Town over \$11k in interest.

**Motion #5** by Trustee Dodge, seconded by Trustee Voorhis, directing the Town Treasurer to payoff the loan for the Fairplay 29 Acres purchase. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp was absent.)

Discussion/Direction Regarding Request from Off-the-Grid Food Truck for Sub-Lease of Space in Parking Lot at Corner of 4th and Main Streets

Town Administrator Darrah introduced the topic explaining that 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. She noted that for the last three summers, they have sub-leased it from the Town for the months of May-September for \$500 per month and that they have requested the same time frame at the same rate as last year. She explained that staff is looking for direction from the Board as to whether they would like to sub-lease space in the parking lot at 401 Main to the Leczel’s again this year, noting that if the Board chooses to do this, staff will bring back the necessary paperwork for approval on the next agenda.

Mike Leczel was present and offered comment to the Board asking that they approve the request

but noting that they were having some issues with obtaining electricity this year for the site and informing the Board that if they were unable to obtain electricity, they would not be able to use this parcel. He stated that they hoped to have an answer before the next meeting.

After a brief discussion, the Board offered consensus to move forward with the sub-lease and directing staff to move forward with drafting this agreement for the next agenda.

#### Discussion/Approval Regarding Purchase of Ford F-250

Assistant Administrator/Public Works Director Green offered staff comment stating that at the last meeting he had discussed the need for another vehicle in the Public Works Dept. and reminding the Board that they had asked him to pursue the purchase while bringing the item back to them for formal approval. He informed the Board that he had negotiated a Ford F-250 in the amount of \$33,236. He further noted that the current fund balance in the Internal Service Fund is over \$300,000 and that the funds for a new vehicle would come out of that fund.

A brief discussion took place during which the Board agreed that the vehicle purchased should be a Ford F350, 7.3-liter, V-8, with a crew cab.

**Motion #6** by Trustee Voorhis, seconded by Trustee Fidler, that Mr. Green be authorized to purchase a Ford F350, 7.3-liter, V-8, with a crew cab for the Public Works Department. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp was absent.)

#### Other New Business

None offered.

#### BOARD OF TRUSTEE AND STAFF REPORTS

Public Works Director/Asst. Town Administrator Green offered a brief staff report primarily focused on the need for a work session with the Town Board to discuss the water system and the testing done on the infiltration gallery. He also spoke briefly about summer events and how the rapidly changing COVID regulations are affecting the planning of those events. He stated that at this time, Ms. Bullock is planning all summer events as she normally would, due to the current lessening of the regulations.

Town Treasurer Wittbrodt informed the Board that six applications for the Town Administrator position had been received to date and reminding them that the deadline for applications is April 16<sup>th</sup>.

Town Administrator Darrah informed the Board that she had attended a meeting of the community garden citizen group and that during that meeting locations for the garden were discussed. She stated that the preferred location of the group would be the lot at the corner of 6<sup>th</sup> and Front Streets (the former home of the Fairplay Grower), noting that the Town's role in the community garden effort would likely involve procuring the site. Ms. Darrah stated that to that end she had reached out to the owners of the lot and invited to them to the next community garden meeting and that she would report back to the Board after that meeting.

Trustee Dodge informed the Board that he had be attended a CDOT meeting on March 29<sup>th</sup> and that plans are underway for a transit center in Fairplay and that the improvements to the Hwy. 285/9 intersection are moving forward, with construction set to start in the spring of 2023. He further asked that Public Works continue to look at filling potholes and pursuing trash clean-up.

Trustee Voorhis informed the Board that Mr. Green had offered to arrange a meeting with the Sheriff and Fire Chief regarding allowing backyard barbeques in the Town limits during county-

wide fire bans. The Board agreed that Trustee Voorhis should attend as the Town Board representative.

Mayor Just informed the Board that he had been working with Julie Bullock regarding an early summer event which is evolving into a "Fairplay Community Block Party" type event. He stated that they would like to get the Front Street businesses involved in serving food and that they had already reserved the band, Split Window to provide live music. He billed it as a family type event. He also noted that Scott Bullock has agreed to provide a logo for the event.

Mayor Just also noted that he had received a letter from the Town of Blue River requesting a letter of support from the Town of Fairplay opposing a CDOT chain up station on Highway 9 as it passes through Blue River. He asked that a discussion regarding this request be placed on the next agenda.

Trustee Dodge asked that the Board consider going back to regular, in-person meetings. Consensus from the Board was offered agreeing to this request.

**ADJOURNMENT**

Mayor Just, noting that there being no further regular business before the Board, declared that the regular meeting be adjourned at 7:20 p.m.

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Frank Just, Mayor

ATTEST:

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Tina Darrah, Town Clerk



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Paid Bills

**DATE:** 4/14/2021

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Agenda Item: Bills

Attached is the list of invoices paid from April 2, 2021 through April 14, 2021.

Total Expenditures: \$166,442.24 This includes the loan payoff you approved at the April 1, 2021 meeting.

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

Please contact me with any questions.

Report Criteria:  
 Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
04/08/2021	17026	Colorado Bureau of Investi	fingerprint processing/back	1	04/08/2021	38.50	105070
04/08/2021	17027		fingerprint processing/back	1	04/08/2021	38.50	105070
Total 472:						77.00	
04/14/2021	17042	The Flume	legal /ads	1	03/31/2021	23.22	106125
Total 868:						23.22	
04/14/2021	17035	Ferrellgas	850 hathaway	1	03/28/2021	394.24	105186
04/14/2021	17035		propane-501 main	2	03/28/2021	1,435.27	105195
Total 916:						1,829.51	
04/14/2021	17037	Main Street Garage	2013 tahoe	1	03/31/2021	157.66	105420
04/07/2021	17014		dodge repair	1	04/01/2021	278.70	517242
04/07/2021	17014		dodge repair	2	04/01/2021	278.70	105625
04/14/2021	17037		2013 tahoe	1	04/02/2021	90.84	105420
Total 1336:						805.90	
04/07/2021	17017	Mountain View Waste	2 yd 2 monthly	1	04/01/2021	75.00	517675
Total 1414:						75.00	
04/14/2021	17039	Postal Pros Southwest, Inc	water billing	1	04/08/2021	282.55	517218
Total 1699:						282.55	
04/14/2021	17043	Town of Fairplay	501 main	1	03/31/2021	303.20	105195
04/14/2021	17043		850 hathaway	1	03/31/2021	101.70	105186
Total 2134:						404.90	
04/07/2021	17022	Utility Notification Center	RTL Transmissions	1	03/31/2021	31.68	517455
04/07/2021	17022		RTL Transmissions	1	03/31/2021	31.68	517650
Total 2194:						63.36	
04/14/2021	17045	Xcel Energy	street lights and bulbs	1	04/01/2021	938.35	105640
Total 2296:						938.35	
04/14/2021	17041	South Park Ace & Lumber	Supplies	1	03/25/2021	140.24	105630
04/14/2021	17041		Supplies	2	03/25/2021	43.45	105625
04/14/2021	17041		Supplies	3	03/25/2021	36.99	105445
04/14/2021	17041		Supplies	4	03/25/2021	18.58	105475
04/14/2021	17041		Supplies	5	03/25/2021	15.99	105830
Total 2405:						255.25	
04/07/2021	17013	KONICA MINOLTA BUSIN	C364E Copier	1	03/29/2021	293.57	105032

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2448:						293.57	
04/14/2021	17030	CARD SERVICES	Supplies	1	04/01/2021	144.72	105030
04/14/2021	17030		Supplies	2	04/01/2021	39.38	105027
04/14/2021	17030		Supplies	3	04/01/2021	67.27	105130
04/14/2021	17030		Supplies	4	04/01/2021	1.20	105162
04/14/2021	17030		Supplies	5	04/01/2021	3.98	105027
04/14/2021	17030		recording fee	6	04/01/2021	32.08	105070
04/14/2021	17030		Postage	7	04/01/2021	56.95	105035
04/14/2021	17030		Supplies	8	04/01/2021	94.47	105027
04/14/2021	17030		Postage	9	04/01/2021	55.00	517218
04/14/2021	17030		Postage	10	04/01/2021	55.00	105035
04/14/2021	17030		Supplies	11	04/01/2021	211.49	105030
04/14/2021	17030		employment ad	12	04/01/2021	425.00	105070
04/14/2021	17030		web hosting	13	04/01/2021	44.97	105130
04/14/2021	17030		web hosting	14	04/01/2021	29.98	105170
04/14/2021	17030		Supplies	15	04/01/2021	43.55	105030
04/14/2021	17030		Supplies	16	04/01/2021	7.35	105630
04/14/2021	17030		Supplies	17	04/01/2021	134.30	105186
04/14/2021	17030		Supplies	18	04/01/2021	4.49	105625
04/14/2021	17030		Supplies	19	04/01/2021	49.99	105625
04/14/2021	17030		Supplies	20	04/01/2021	49.99	517234
04/14/2021	17030		Supplies	21	04/01/2021	129.00	105085
04/14/2021	17030		Supplies	22	04/01/2021	40.28	105615
04/14/2021	17030		Supplies	23	04/01/2021	9.26	105445
04/14/2021	17030		radar repair	24	04/01/2021	395.79	105430
04/14/2021	17030		Postage	25	04/01/2021	27.44	105445
04/14/2021	17030		Supplies	26	04/01/2021	16.00	105420
04/14/2021	17030		Supplies	27	04/01/2021	13.98	105410
04/14/2021	17030		training	28	04/01/2021	192.00	105424
04/14/2021	17030		car wash	29	04/01/2021	3.00	105420
04/14/2021	17030		car wash	30	04/01/2021	15.00	105420
04/14/2021	17030		Supplies	31	04/01/2021	25.75	517214
04/14/2021	17030		Supplies	32	04/01/2021	25.75	105630
Total 2503:						2,444.41	
04/14/2021	17036	Hahn Water Resources, LL	consulting	1	04/10/2021	1,445.00	517430
Total 2509:						1,445.00	
04/07/2021	17009	Elkhorn Ranch Owners As	hoa dues	1	04/02/2021	40.00	106130
Total 2653:						40.00	
04/14/2021	17044	Wittbrodt, Kim	paper towels	1	04/14/2021	16.98	105027
Total 2655:						16.98	
04/07/2021	17020	Summit Interiors	carpet tiles	1	04/01/2021	3,990.92	105025
Total 2723:						3,990.92	
04/14/2021	17032	Colorado Natural Gas, inc.	natural gas-shop	1	04/05/2021	895.76	105650
04/14/2021	17032		natural gas	1	04/05/2021	202.89	105023
04/14/2021	17032		san office	1	04/05/2021	264.99	517234



Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
04/14/2021	17032		sewer treatment plant	1	04/05/2021	2,252.54	517680
Total 2728:						3,616.18	
04/14/2021	17038	Mobile Record Shredders	record shredding	1	04/07/2021	12.00	105030
Total 2793:						12.00	
04/07/2021	17016	Mountain Peak Controls, In	scada maintenance	1	03/29/2021	250.00	517625
Total 2861:						250.00	
04/14/2021	17031	Colorado Analytical Lab	water testing	1	04/09/2021	23.00	517475
Total 2864:						23.00	
04/07/2021	17021	Tolin Mechanical	boiler repair	1	03/29/2021	1,237.86	105025
Total 2867:						1,237.86	
04/07/2021	17019	Rise Broadband	internet	1	04/07/2021	111.61	517226
Total 2900:						111.61	
04/07/2021	17010	Fairplay Auto Supply	parts	1	03/29/2021	35.04	105420
04/07/2021	17010		parts	2	03/29/2021	1,509.65	105625
04/07/2021	17010		parts	3	03/29/2021	27.99	517480
Total 2948:						1,572.68	
04/14/2021	17040	Silverheels Towing	tow police vehicle	1	03/01/2021	250.00	105420
Total 3082:						250.00	
04/09/2021	17028	Bank Midwest	loan payoff	1	04/09/2021	132,393.49	105895
Total 3086:						132,393.49	
04/07/2021	17012	Hunn Planning & Policy, LL	planning fees	1	04/05/2021	1,200.00	105105
Total 3183:						1,200.00	
04/07/2021	17015	Montrose Water Factory, L	bottled water	1	03/22/2021	17.00	105120
Total 3211:						17.00	
04/07/2021	17018	Park County Government	monthly internet	1	04/01/2021	52.50	105065
04/07/2021	17018		monthly internet	2	04/01/2021	52.50	105455
Total 3381:						105.00	
04/07/2021	17023	Western Inn Motel	lodging-carpenter	1	04/05/2021	50.00	105497
Total 3394:						50.00	
04/08/2021	17024	Warm Springs Consulting	contract	1	04/02/2021	5,000.00	517627
04/08/2021	17024		contract	1	04/02/2021	4,500.00	517417

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3463:						<u>9,500.00</u>	
04/14/2021	17033	Equilibrium Architecture Inc	501 main	1	03/18/2021	<u>2,177.50</u>	105195
Total 3504:						<u>2,177.50</u>	
04/07/2021	17011	Hayes Poznanovic Korver	legal	1	04/02/2021	<u>106.00</u>	517360
Total 3518:						<u>106.00</u>	
04/07/2021	17008	Carle Schlaff	per diem - training	1	04/07/2021	<u>139.00</u>	105424
Total 3528:						<u>139.00</u>	
04/14/2021	17034	FBI-LEEDA	training	1	03/15/2021	<u>695.00</u>	105424
Total 3529:						<u>695.00</u>	
Grand Totals:						<u><u>166,442.24</u></u>	

Report Criteria:  
 Detail report type printed



## MEMORANDUM

**TO:** Town of Fairplay Board of Trustees

**FROM:** Mason Green, Assistant Town Administrator and Public Works Director

**RE:** Resolution Approving Revocable Sub-License Agreement with Off the Grid Food Trailer for the 401 Main Street Property.

**DATE:** April 13, 2021

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At the April 5<sup>th</sup> meeting there was discussion regarding Off the Grid Food Trailer and their desire to use the 401 Main Street lot as their place of business again for summer 2021 (May 1<sup>st</sup>-September 30<sup>th</sup>). Under direction from the Board staff has brought this topic back along with a contract and resolution for review, discussion and approval if you so choose.

A motion to approve Resolution No. 7 will require a motion, a second and a roll call vote.

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 7**

**Series of 2021**

**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 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.

**RESOLVED, APPROVED, and ADOPTED** this 19<sup>th</sup> day of April, 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

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

ATTEST:

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

## **REVOCABLE SUB-LICENSE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2021, 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, 2021, and ending September 30, 2021. Off the Grid is required to pay the agreed upon fee for each month of usage on the 1<sup>st</sup> 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



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Resolution Approving PIIP Agreement Ben and Holli Cooper

**DATE:** April 14, 2021

---

Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with Ben and Holli Cooper (Mountain Essentials Building) for the 520 Front Street Painting Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$1,590.00 to paint the exterior of the building at 520 Front Street. The property taxes paid for this property over the last five years is \$1,590.00. The estimate for the work is \$3,700.00. You have \$11,916.00 in your PIIP line item for 2021. Staff recommends approval of this application.

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



**TOWN OF FAIRPLAY, COLORADO**<sup>†</sup>  
**RESOLUTION NO. 2021-8**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND BEN AND HOLLI COOPER FOR THE 520 FRONT STREET PAINTING PROJECT.**

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

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

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

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO**, that the Mayor is authorized to enter into this agreement between the Town of Fairplay and Ben and Holli Cooper as described in the agreement, attached hereto as “Exhibit A”, and to execute the same on behalf of the Town.

**RESOLVED, APPROVED, and ADOPTED** this 19th day of April, 2021.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

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

ATTEST:

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

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT  
(730 MAIN STREET WINDOW PROJECT)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (520 Front Street Painting Project) (hereafter referred to as the "520 Front Street Painting Project PIIP Agreement") is made and executed this 19th day of April, 2021, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Holli and Ben Cooper (hereafter referred to as the "Owner").

W I T N E S S E T H

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 520 Front Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by painting the exterior of the building, which improvements will enhance the appearance of the Property and of the Town; and

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

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

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

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

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

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than September 1, 2021, and shall be completed no later than December 31, 2021. Should the work not commence or not be completed by the dates specified above this PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

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

4. **Contractor.** The contractor performing the work is Ace Painting.

5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be One Thousand Five Hundred Ninety Dollars (\$1,590.00) and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. Owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.

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

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

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

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

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

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

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

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

To the Owner:           Ben and Holli Cooper  
                              P.O. Box 341  
                              Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

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

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

OWNER:

\_\_\_\_\_  
Ben or Holli Cooper

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): Holli Cooper / Tree Top Properties

Property Address: 520 Front St.

Mailing Address: PO Box 341 Fairplay, Co 80440

Phone: (719) 839-0321

Email: guzzardoholli@aol.com

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

Re-stain the exterior of the building and paint the front door. ~~The~~ TO achieve the desired look the stain a mixture of three separate stain colors.

Bid + photos are attached.

Estimated Cost of Project: \$3700

Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): \$1590

Amount of Matching Funds from Applicant (must be at least 50% of the cost of the project): \$2110

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

By signing this application you certify that you have received and read the rules and regulations of the PIIP Program - Ordinance No. 7, 2014.

Applicant signature: Holli M. Cooper Date: 4/12/2021

4-10-2021

**Proposal From:**  
Ace Painting  
PO Box 434  
Alma, CO. 80420

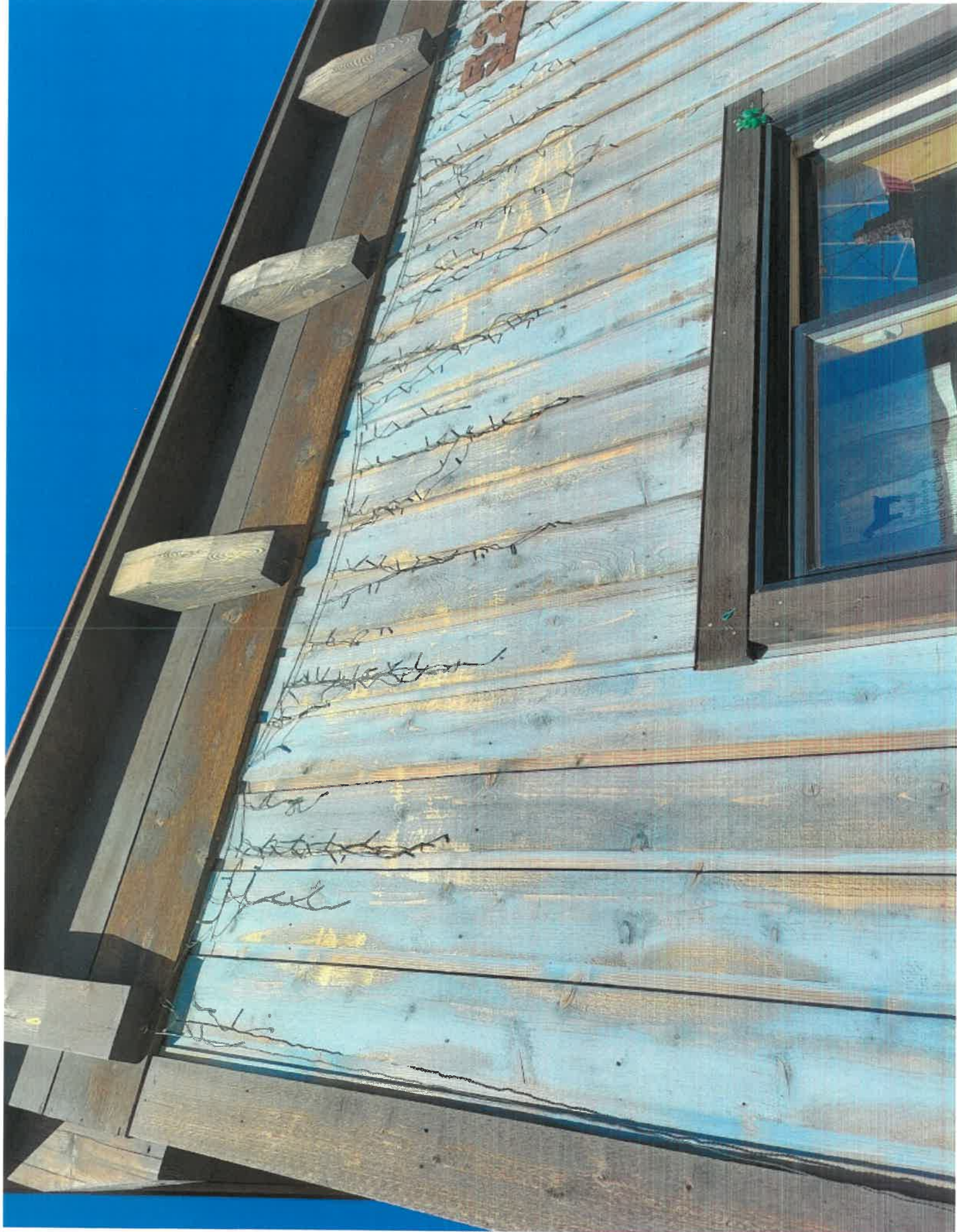
**For:** Exterior Stain

**Proposal Recipient:**  
Holli Cooper/Tree Top Properties  
PO Box 341  
Fairplay, CO 80440

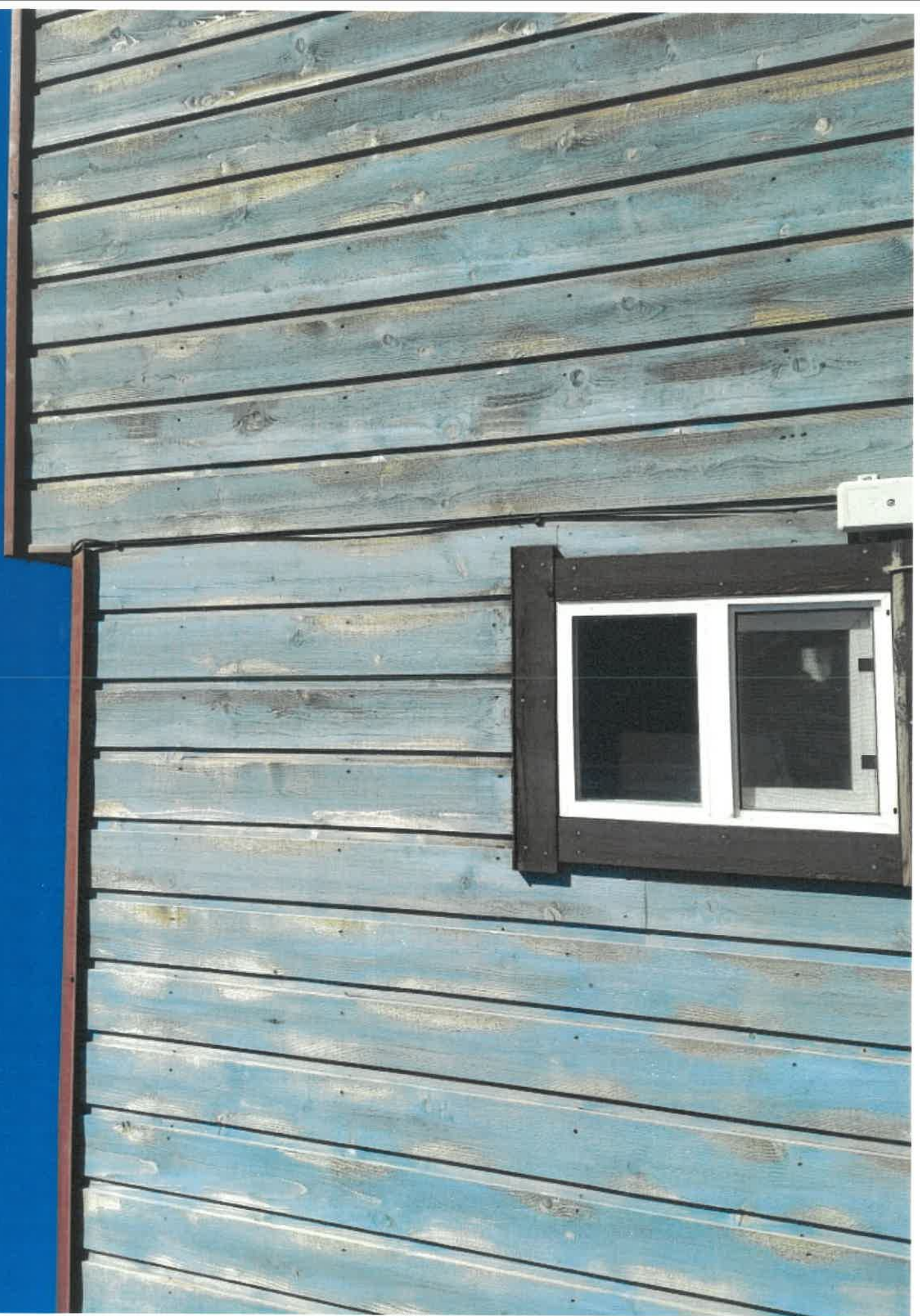
DESCRIPTION	AMOUNT
Stain and paint exterior to match existing colors. This includes 1 coat of each color on all siding, trim, doors etc.. Prep work to include scraping, caulking where needed. This includes all labor and materials to complete job.	
<b>AMOUNT DUE</b>	<b>\$3,400.00</b>

**THANK YOU FOR YOUR BUSINESS!**



















## MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Kim Wittbrodt, Town Treasurer

RE: Resolution Amending the Personnel Policy- Public Works On-Call Policy

DATE: April 15, 2021

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Staff is seeking approval to update the Town's Personnel Handbook with an item related to the Public Works Department staff and on-call scheduling.

We currently do not have an on-call policy for the Public Works staff. Due to this if an emergency arises on the weekends, we do not have a dedicated staff person answering that call – it is whoever is available. As you can imagine, situations arise where no one is available, and we must wait to respond or find a willing contractor to help out. The implementation of an On-Call Policy will ensure that the Public Works staff always has someone available to respond to emergencies on weekends. To date this year, they have already responded to multiple emergencies including two service line breaks and one suspected sewer issue. This policy would require the on-call staff person to stay within cell service, within ~30min from Town and remain free of intoxicating substances. Because the on-call person would be giving up the flexibility usual time off provides, the Public Works Director has suggested compensating the on-call staff person with \$100/weekend that they are on-call. Funds are available for this within the 2021 budget. The on-call person will rotate as scheduling allows.

Approval of the addition of the Public Works On-Call Policy would add the following language to section 508 of the Personnel Policy:

"The Public Works On-Call Policy requires Public Works staff to participate in a rotating on-call schedule to ensure weekend coverage in case of emergency. The on-call employee must remain within approximately 30 minutes of travel time from the Town of Fairplay, within cell phone range and not be under the influence of any intoxicating substances."

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

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 9**  
Series of 2021

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN AMENDMENT TO THE PERSONNEL HANDBOOK FOR THE TOWN OF FAIRPLAY.**

**WHEREAS**, the Board of Trustees recognizes that a Personnel Manual is an integral part of the effectiveness of Town Government; and

**WHEREAS**, the Board recognizes that Personnel regulations must be amended at times to better serve the Town and its employees.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO THAT:**

Section 1: Section 508 will be added to Section 5 of the Personnel Handbook and will be entitled, ON CALL POLICY, with the addition of "Public Works On-Call Policy requires Public Works staff to participate in a rotating on-call schedule to ensure weekend coverage in case of emergency. The on-call employee must remain within approximately 30 minutes of travel time from the Town of Fairplay, within cell phone range and be not under the influence of any intoxicating substances." This addition is hereby adopted and made part of the official Personnel Handbook of the Town of Fairplay and shall become effective immediately upon adoption.

Section 2: A copy of the amendment to the Personnel Handbook shall be distributed to each employee upon adoption.

RESOLVED, APPROVED, and ADOPTED this 19<sup>th</sup> day of April, 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk



## MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Assistant Town Administrator and Public Works Director

RE: 2021 Paving Overlays

DATE: April 15, 2021

---

We have received two bids for the 2021 Paving Overlay Project after sending out 7 requests for proposals directly to companies and advertising the RFP on the Town website. The companies which responded to the request were McDonald Paving and Chip Sealing and Pavement Maintenance Services Inc. The low bidder was Pavement Maintenance Services who bid the project at \$206,227.80. This amount exceeds our entire street budget for 2021 of \$150,000 which includes monies for our annual paving overlay as well as monies for sand and salt mix, street repair materials and more. With that being said, staff has taken into account citizen comments and complaints and worked very closely with Mayor Just in the development of this year's project scope. Simply put, 6<sup>th</sup> Street from Main to Castello and the sections of Platte Drive which have not been overlayed in previous years are in poor condition. Potholes and degrading road edges will only get worse.

Staff does recommend approval of Resolution No. 10 which would require a motion, a second and a roll-call vote.



**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO.10  
Series of 2021**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A CONTRACT WITH PAVEMENT MAINTENANCE SERVICES, INC FOR WORK TO BE PERFORMED IN THE TOWN OF FAIRPLAY, COLORADO.**

**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 2021 Paving Overlay Project; 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 2021 Paving Overlay Project for the cost of \$206,227.80.

**NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO**, that the Mayor is authorized to approve this contract between the Town of Fairplay and Pavement Maintenance Services, Inc. as described in the proposal, attached hereto, and to execute the same on behalf of the Town.

**RESOLVED, APPROVED, and ADOPTED** this 19<sup>th</sup> day of April, 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

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

ATTEST:

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

Item Discription	Unit	QTY	Pavement Maintenance Services	MacDonald Paving and Chip Seal
1 Mobilization	LS	1	\$5,165.00	3,200.00
2 Traffic Control	LS	1	\$1,500.00	5,500.00
3 Pothole Patching	LS	1	\$1,978.00	1,800.00
4 Asphalt Overlay 3"	SF	88,667	\$181,767.35	372,401.40
5 Shoulder Overlay 2 Foot Road Base	SF	16,328	\$12,246.00	43,600.00
6 2" Mill From Asphalt Overlay to Curb and Gutter on 6th Street	SY	96.111	\$3,571.45	3,292.80
		Totals:	\$206,227.80	429,794.20

Did Not Submit Bid: All Purpose Paving, Action Paving LLC., Apex Pavement Solutions, John R. Hurley Asphalt, Avery Asphalt

**TOWN OF FAIRPLAY  
CONSTRUCTION AGREEMENT  
BID--- 2021 Paving Overlay Project**

THIS CONSTRUCTION AGREEMENT is made and entered into this 11 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: 2021 Paving Overlay Project

Project Number: 2021- Paving Overlay Project

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 August 6, 2021, 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 Two Hundred Six Thousand Two Hundred and Twenty Seven dollars and Eighty Cents (206,227.80).

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.



IN WITNESS WHEREOF, this Construction Agreement has been executed by the parties hereto as of the date first above written, whether or not the date of signing is some other date.

**TOWN OF FAIRPLAY**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Paul Wisor, Town Attorney

**CONTRACTOR**

By: \_\_\_\_\_

STATE OF COLORADO            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(SEAL)

\_\_\_\_\_  
Notary Public

## Tina Darrah

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**From:** Frank Just <frank@betonellc.com>  
**Sent:** Wednesday, April 7, 2021 2:10 PM  
**To:** Tina Darrah; mgreen@fairplayco.us  
**Subject:** FW: Chain-up stations  
**Attachments:** Blue River Chain Up Station Talking Points.pdf; Letter from Town of Blue River.doc

It does not appear that either of you were copied on this email.  
Thank you.  
Frank

**From:** Michelle Eddy <[michelle@townofblueriver.org](mailto:michelle@townofblueriver.org)>  
**Sent:** Tuesday, April 06, 2021 1:32 PM  
**To:** [saamgolgoon@gmail.com](mailto:saamgolgoon@gmail.com); Frank Just <[frank@betonellc.com](mailto:frank@betonellc.com)>  
**Subject:** Chain-up stations

Good afternoon!

Thank you for your support on the matter of the proposed chain-up station in Blue River. We are continuing to work on our messaging and have been actively reaching out to residents and entities who will be impacted by this.

Attached is the letter that we will be mailing out. We hope your councils will consider signing on with us. I've also attached a talking point page in case you wish to send your own. We will be placing this on our website, and it will be emailed through our newsletter going out tomorrow. We are asking anyone that wishes to sign out to let us know or use the talking points to send a person message. The entities of where we will be sending the letter are located on our talking points page.

In addition to this communication, we will be holding a hearing on April 29, 2021 to begin the adoption of 1041 regs. While the regulations are more encompassing than the chain-up station, they will have an effect on the process.

Please let me know if you have any questions and if your councils are willing to sign on. I'm also more than happy to speak with your councils if necessary.

Thank you again and have a great day!

*Michelle Eddy, MMC/CPM*  
*Town Manager/Clerk*  
970-547-0545 ext. 1 / Cell: 970-406-2430  
<https://townofblueriver.colorado.gov>

**CONFIDENTIALITY NOTICE- OFFICIAL GOVERNMENT BUSINESS:**

This communication and its attachments may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication. Do not assume that the information or opinions expressed in this message reflect or represent the sender's agency or employer. None of the information contained in this message shall be forwarded to, or reviewed by, the public or media outlets without express consent from the sender.



# Town of Blue River

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## Talking Points

### Where to Send Concerns:

- Director Colorado Department of Transportation
  - Director Shoshana Lew: 4201 E. Arkansas Ave, Denver, CO 80222
- Director Colorado Department of Transportation Region 2
  - Richard Zamora: PO Box 536, Pueblo, CO 81002
- Director Colorado Department of Transportation Region 3
  - Michael Goolsby: 222 South 6<sup>th</sup> St #317, Grand Junction, CO 81501-2769
- Colorado Department of Transportation Citizen Advocate
  - Gina Talmadge: 303-512-4500
- Colorado Department of Transportation Chief Engineer
  - Steve Harelson: 2829 W Howard Place, Denver, CO 80204
- Governor Jared Polis
  - 200 E Colfax Ave Rm. 136, Denver, CO 80203
  - [Gov.onstituentservices@state.co.us](mailto:Gov.onstituentservices@state.co.us)
- Representative Joe Neguse
  - 1419 Longworth HOB, Washington, D.C. 20515
  - <https://neguse.house.gov/contact>
- Senator Julie McCluskie
  - <https://mccluskieforco.com/contact>
  - [Julie.mccluskie.house@state.co.us](mailto:Julie.mccluskie.house@state.co.us)
- Senator Michael Bennet
  - The Honorable Michael Bennet, 261 Russell Senate Office Building, Washington, D.C. 20510
  - [www.benet.senate.gov/public/index.cfm/write-to-michael](http://www.benet.senate.gov/public/index.cfm/write-to-michael)
- Senator John Hickenlooper
  - The Honorable John Hickenlooper, Russell Senate Office Building Ste. SR-B85, Washington, D.C. 20510
  - [www.hickenlooper.senate.gov/contact](http://www.hickenlooper.senate.gov/contact)
- Executive Director of the Colorado Department of Natural Resources
  - Dan Gibbs 1313 Sherman Street, Room 718, Denver, CO 80203

### Suggested Topics:

- Personal story/reason for letter.
- Town recognized topics of concern
  - **Incompatible with Residential Uses and Aesthetics**-The proposed station is to be constructed in similar fashion to other chain-up stations located along major interstate corridors including I-70 and I-25. Unlike these major interstate corridors, State Highway 9 is a narrow two-lane road that traverses through a residential community and over a narrow two-lane mountain pass. In the

has been brought to the attention of CDOT, Region 3. Much of the increase is from the development of a gravel quarry in Park County and trucks hauling loads over Hoosier Pass. In addition, trucks making regional or interstate trips look to avoid I-70 traffic and closures and may seek to utilize Hoosier Pass as an alternative route. The availability of a chain-up station in Blue River, while perhaps of value to local trucks that have no alternative route for travel between locations will likely increase the use of this narrow, two lane mountain road. Large trucks should remain on I-70 due to the nature of their destinations and not be encouraged to utilize Hoosier Pass.

- **Hazardous Loads**-According to the CDOT Hazardous rout map, State Highway 9 over Hoosier Pass is not an approved route. The highway is narrow and abuts wetlands and the Blue River. The CDOT presentation touted increased safety for trucks that should not be utilizing the pass.
  - **Traffic**-Due to continuing issues with I-70 and in cases where I-70 is closed, Hoosier Pass is promoted as an alternative route. In addition, with the increase of residents living in Park County and commuting to work in Summit County, there has been a significant increase in traffic over Hoosier Pass and State Highway 9 through Blue River. The highway is a narrow two-lane winding highway. Road conditions are often challenging due to adverse weather, wildlife presence, and vehicles entering and existing a significant number of access points from streets and driveways. There is little or no shoulder on State Highway 9 through Blue River. The State of Colorado set a speed limit of 50 mph through the residential area of the Town of Blue River. All these factors pose a concern currently with existing traffic. It should not be the goal of CDOT to encourage and increase the use of this route by additional truck traffic.
  - **Lack of a “Chain-Down” Station or Other Area**-In the CDOT presentation, it was stated there are no plans, at this time, for a chain-down station to allow truck operators to remove chains after clearing Hoosier Pass. Trucks will therefore continue to I-70 with chains or will or chain-down “wherever” they can. However, it was the expressly stated the reason for the selection of the Blue River location for this chain-up station to reduce the running of chained trucks through Blue River which will cause noise impacts to residents and roadway damage. Without a chain-down, northbound chained trucks will continue to travel through Blue River thereby defeating the expressly stated reason for the location of this chain-up station. Worst case, large trucks may attempt to stop on the few tight shoulder areas along State Highway 9 in Blue River to chain-down, resulting in unsafe conditions and traffic conflicts.
- The Town of Blue River is asking for a review of the proposed project and a consideration of relocating the project to a more appropriate area. There are families, wildlife and environmental concerns that have not been addressed. The lack of communication from the beginning of the project necessitates a need for additional review and public input. The proposed project will have a significant negative impact on our serene mountain community and surrounding area. Recognizing the proposed timeline and need to address not only the issues and concerns identified by the Town but safety of those traveling over Hoosier Pass, we ask that a pause be placed on the project for further evaluation.

P.O. Box 1784, Breckenridge, CO 80424  
970-547-0545, <https://townofblueriver.colorado.gov>



# Town of Blue River

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The Honorable Jared Polis  
Governor of Colorado  
200 East Colfax Ave.  
Denver, CO

The Town of Blue River is a small residential community tucked in the mountains of Summit County between Hoosier Pass and the Town of Breckenridge along State Highway 9. The residents of Blue River enjoy the ideal mountain community with proximity to trails, fishing, skiing, and biking. Adopted in 2014, the Blue River Comprehensive Plan recognizes the importance of preserving the natural environment within and around the residential community.

### *Town Mission*

*The Town of Blue River endeavors to nurture our serene mountain community by conserving our natural residential environment, promoting unity with our neighbors and surroundings, channeling the voice of our residents, and enhancing the quality of life for all.*

The popularity of Summit County has brought an increase in tourism over the last several years. Traffic along State Highway 9, through Blue River is a scenic alternative to I-70. This has both positive and negative impacts on the small residential community. State Highway 9 is a narrow two-lane highway traversing over Hoosier Pass and through the Town of Blue River. Within town limits, there are 88 road intersections and speed limits of 50 mph. The increase in traffic includes semi-trucks and passenger vehicles.

In response to the increase in truck traffic, the Colorado Department of Transportation Region 2 (CDOT) has made the decision to install truck chain-up stations in three locations along State Highways 285 and 9 in both the Park and Summit County. The proposed location in Summit County is within the Town of Blue River and was made without engaging the Town of Blue River. The Town learned of the project from a resident whose land is being sought for the project. Beyond the concern of the lack of communication and transparency by CDOT, the Town of Blue River has significant concerns over the chosen location as well as the impacts it will have on our mountain community.

**Incompatible with Residential Uses and Aesthetics**-The proposed station is to be constructed in similar fashion to other chain-up stations located along major interstate corridors including I-70 and I-25. Unlike these major interstate corridors, State Highway 9 is a narrow two-lane road that traverses through a residential community and over a narrow two-lane mountain pass. In the presentation an illustration of the proposed area did not accurately reflect the actual size and negative aesthetic impact this project will have on the community of the Town of Blue River and its residents. The proposal showed few if any measures to reduce the aesthetic impact caused by placing what will essentially be an illuminated truck stop within the Town of Blue River. A commercial truck area within a neighborhood may negatively impact residential property values, quality of life and forever change the community of Blue River.

The CDOT presentation touted increased safety for trucks that should not be utilizing the pass.

**Traffic**-Due to continuing issues with I-70 and in cases where I-70 is closed, Hoosier Pass is promoted as an alternative route. In addition, with the increase of residents living in Park County and commuting to work in Summit County, there has been a significant increase in traffic over Hoosier Pass and State Highway 9 through Blue River. The highway is a narrow two-lane winding highway. Road conditions are often challenging due to adverse weather, wildlife presence, and vehicles entering and existing a significant number of access points from streets and driveways. There is little or no shoulder on State Highway 9 through Blue River. The State of Colorado set a speed limit of 50 mph through the residential area of the Town of Blue River. All these factors pose a concern currently with existing traffic. It should not be the goal of CDOT to encourage and increase the use of this route by additional truck traffic.

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The Town of Blue River is asking for a review of the proposed project and a consideration of relocating the project to a more appropriate area. There are families, wildlife and environmental concerns that have not been addressed. The lack of communication from the beginning of the project necessitates a need for additional review and public input. The proposed project will have a significant negative impact on our serene mountain community and surrounding area. Recognizing the proposed timeline and need to address not only the issues and concerns identified by the Town but safety of those traveling over Hoosier Pass, we ask that a pause be placed on the project for further evaluation.

Thank you for your time and consideration.

Sincerely,

Toby Babich, Mayor  
Town of Blue River

Contact information:

Mayor Toby Babich, [Babich.blueriver@gmail.com](mailto:Babich.blueriver@gmail.com)

Town Manager Michelle Eddy, [michelle@townofblueriver.org](mailto:michelle@townofblueriver.org)-(970) 547-04547 ext. 1

Town Attorney Robert Widner, [rwidner@lawwj.com](mailto:rwidner@lawwj.com)

The following municipalities, counties and individuals support the Town of Blue River and the above letter.



## MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Assistant Town Administrator and Public Works Director

RE: Water Work Session

DATE: April 15, 2021

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This purpose of this work session is to have a more in-depth conversation about the recent testing at the infiltration gallery and the viability of pursuing the activation of the gallery as a way to boost the Town's water production. Water produced via the infiltration gallery would require additional treatment at the water plant, due to the fact the infiltration gallery collects water classified as Ground Water Under the Influence (of surface water) (GWUDI). From what we know as of now, the steps that would be required to activate the gallery are feasible and have become more so as we explore this opportunity.

Bill Hahn is here tonight to speak more in more detail regarding the topics above and more.

Staff is looking for direction from the Board to move forward with securing additional water production.

# Town of Fairplay

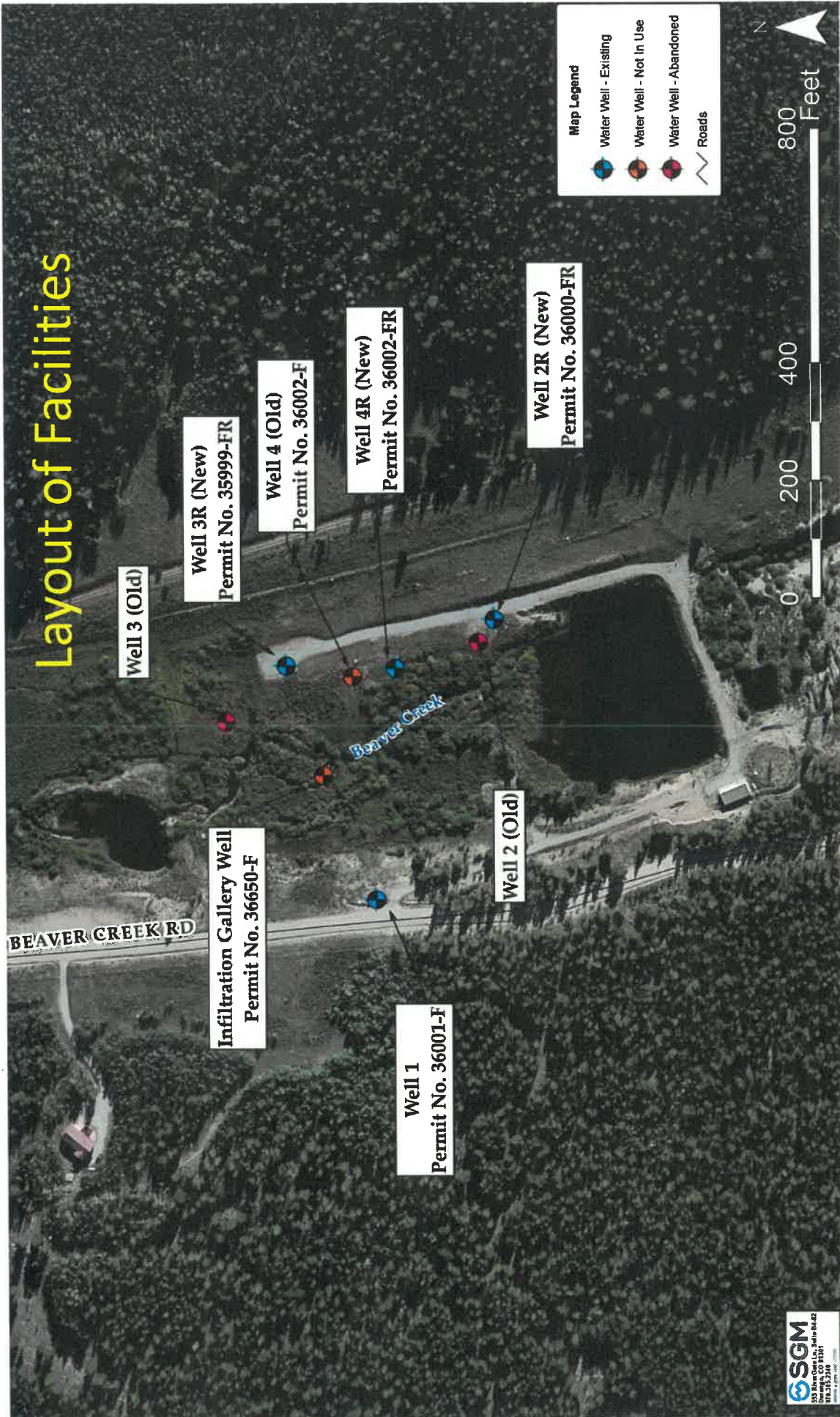
Board of Trustees Workshop

April 19, 2021

Bill Hahn  
Hahn Water Resources, LLC



# Layout of Facilities



## Raw Water Supplies

### Existing (Usable) Supply

Well 1 (70 gpm)

Well 2R (30 gpm)

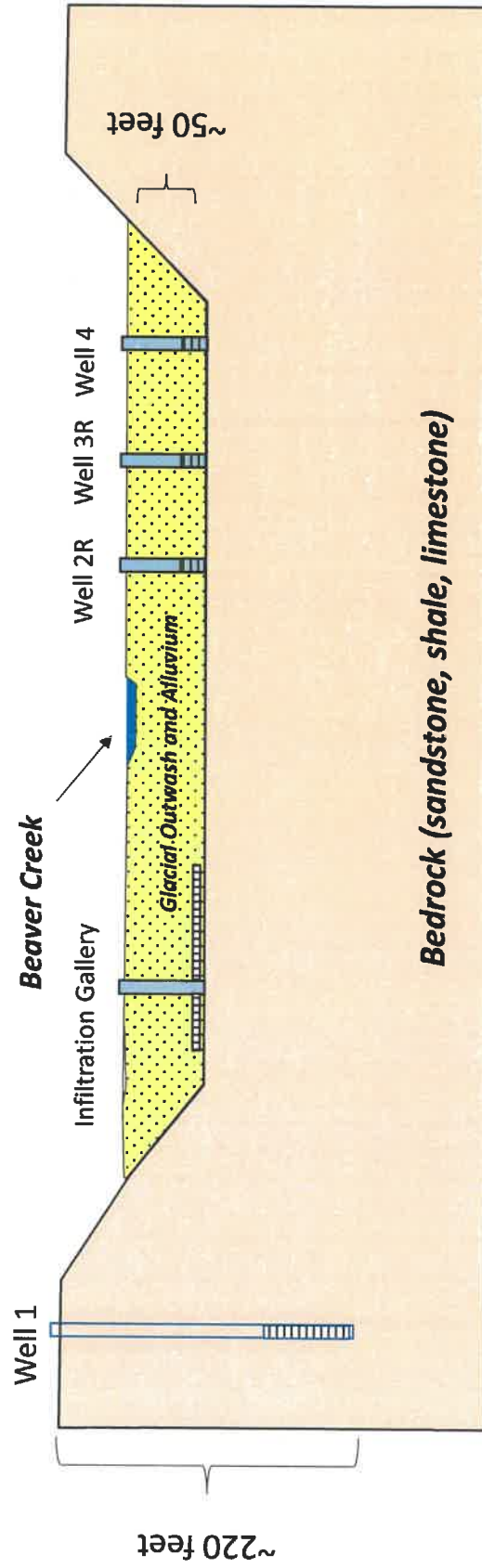
Well 3R (50 gpm)

### Potential Supplies (GWUDI – require treatment

Well 4 (40 gpm)

Infiltration Gallery (120 gpm?)

# Cross-Section of Fairplay Wellfield (conceptual, not to scale)

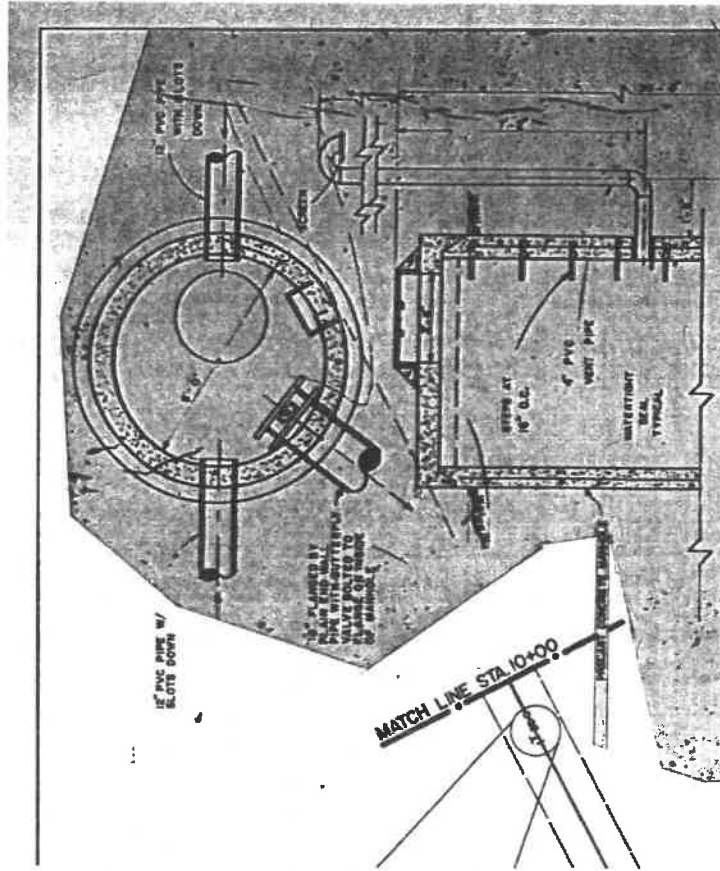
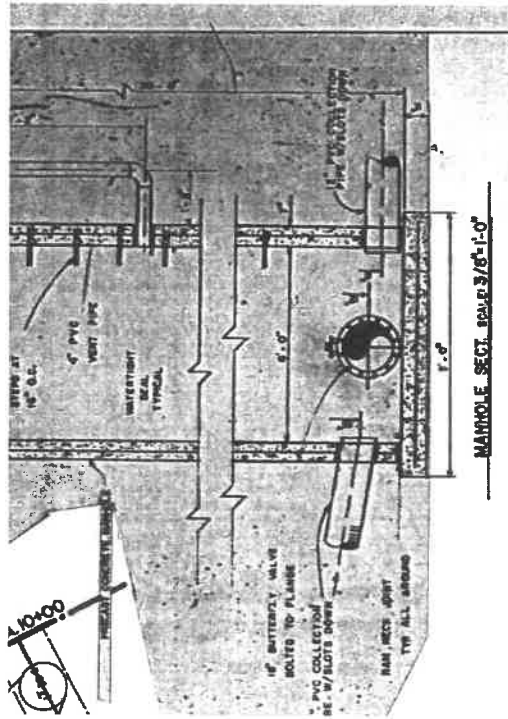


## Review of Alternatives for Increasing Water Supply (SGM Report)

Alternative	Approximate Cost (Physical Supply)	Ranking	Comment
Replace Well 1	\$90,000	3	No redundant supply
Install a Supplemental Well to Well 1	\$110,000*	1	Requires Water Court application
File for an Alternate Point of Diversion (2 <sup>nd</sup> Bedrock Well)	\$110,000*	2	Requires Water Court application
Replace Well 4R	\$60,000**	4	Potential GWUDI, may need additional treatment
Activate Infiltration Gallery	\$130,000**	2	GWUDI, needs additional treatment and yield testing
Activate Old Well 4	\$15,000**	2	GWUDI, needs additional treatment

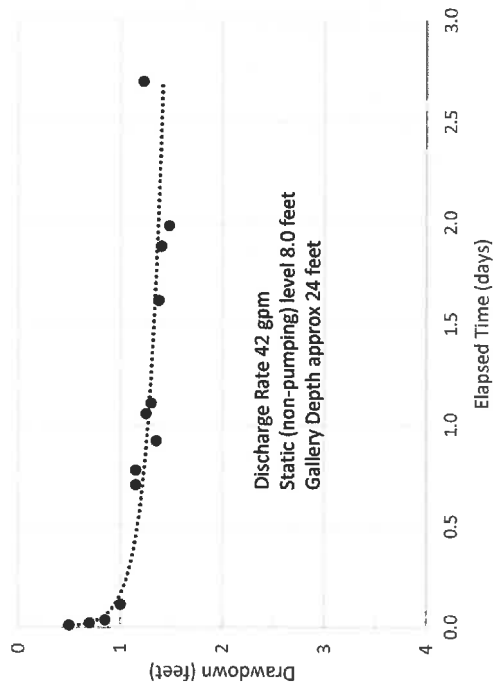


# Partial As-Built for Infiltration Gallery

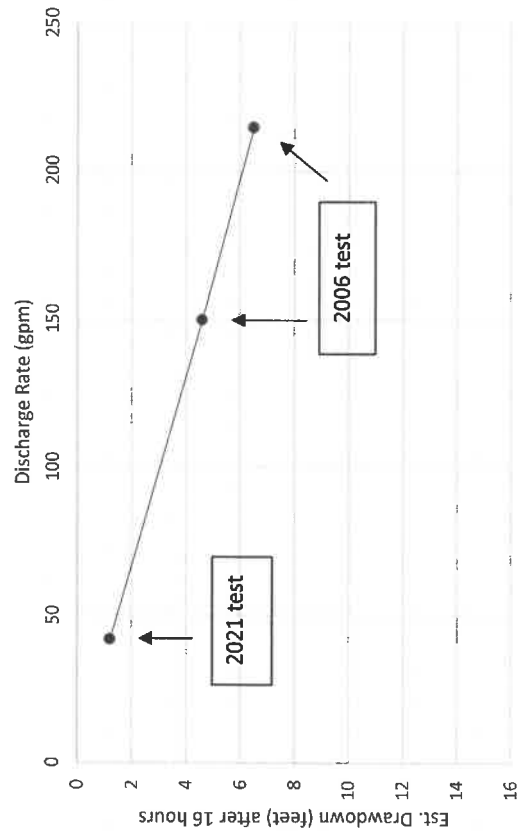


# Results of Gallery Testing

Fairplay Infiltration Gallery Testing  
March 29 - Apr 1, 2021



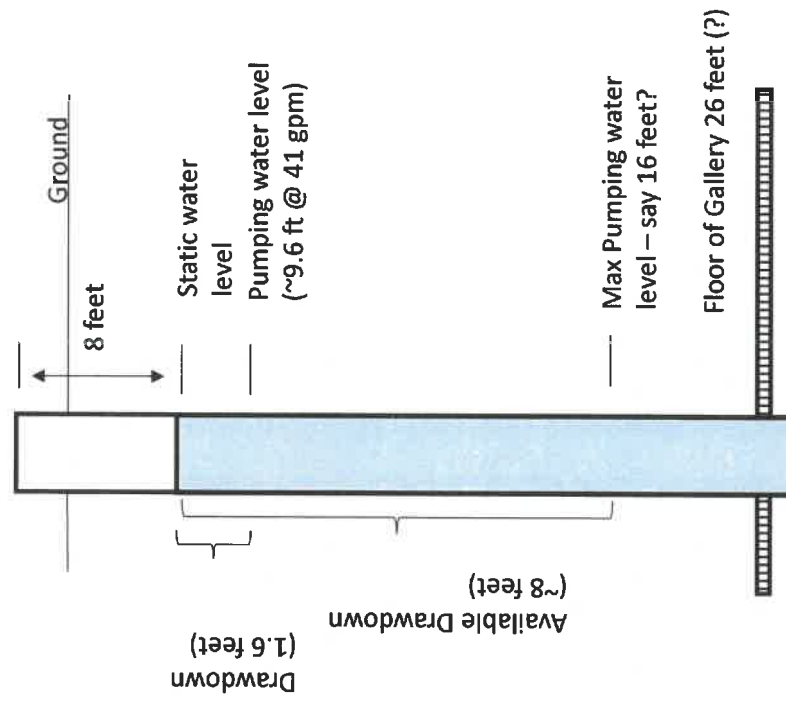
Gallery Testing Discharge vs. Drawdown at 16 hours



No apparent decline in yield from 2006 testing



# Predicting Gallery Performance



Q/s = 30 gpm/ft drawdown

# Summary of Treatment Alternatives

Conventional Treatment

Low-Pressure Membranes

# Low Pressure Membrane Treatment (ultrafiltration)

What does it look like?

How would it work for the Town?

