

**AGENDA for a Regular Meeting  
of the Board of Trustees of the Town of Fairplay, Colorado  
Monday, June 21, 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** –June 7, 2021
  - B. APPROVAL OF EPENDITURES**—Approval of bills of various Town funds in the amount of **\$39,324.22.**
  - C.** Approval of Findings of Fact, Conclusions and Order in RE: Application of South Park Cigars for a Tavern Retail Liquor License
- VI. CITIZEN COMMENTS**
- VII. PUBLIC HEARING** – Should the Board Approve a Special Use Permit for 400 US Hwy 285 to allow the Display and Sale of Shed Depot USA’s Model Sheds?
- VIII. UNFINISHED BUSINESS**
  - A.** Other Discussion Items.
- IX. NEW BUSINESS**
  - A.** Should the Board Approve Adoption of Resolution No. 16, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONTRACT FOR THE COHEN PARK PROJECT BETWEEN JUST BE YOU, INC., DBA STAR PLAYGROUNDS, AND THE TOWN OF FAIRPLAY, COLORADO .”?**
  - B.** Discussion/Direction Regarding Parklets on Front Street
  - C.** Other New Business.
- X. BOARD OF TRUSTEE AND STAFF REPORTS**
- XI. ADJOURNMENT**

**Upcoming Meetings/Important Dates**

Brat-T Gras Event	June 26, 2021
Independence Day Celebration/Concert	July 4, 2021
Regular Board Meeting – Cancelled	July 5, 2021
Regular Board Meeting	July 19, 2021

*This agenda may be amended.*

*Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Friday, June 18, 2021.*

**MINUTES OF A REGULAR MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
JUNE 7, 2021**

**CALL TO ORDER**

A 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. Mayor Just proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Nate Fidler and Josh Voorhis. Also in attendance were Public Works Director/Asst. Town Administrator Mason Green, Town Treasurer Kim Wittbrodt, Police Chief Bo Schlunsen and Town Administrator/ Clerk Tina Darrah. Trustee Eve Stapp was absent.

**AGENDA ADOPTION**

**Motion #1** by Trustee Voorhis, seconded by Trustee Fidler, that the agenda be adopted as presented. Motion carried unanimously. (Trustee Stapp 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** –May 17, 2021

**B. APPROVAL OF EPENDITURES**—Approval of bills of various Town funds in the amount of **\$112,458.86.**

**C.** Approval of Findings of Fact, Conclusions and Order in RE: Application of KB's Kakerly and Dorothy's Tamales for a Hotel and Restaurant Retail Liquor License

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

**CITIZEN COMMENTS**

No citizen comment was offered.

**PUBLIC HEARINGS**

Should the Board Approve an Application for a new Tavern Liquor License as Applied for by South Park Cigars, LLC at 519 Main Street in Fairplay, Colorado?

Town Administrator/Town Clerk Darrah recused herself from this item and left the Board room due to potential conflict of interest as the holder of a liquor license in the Town of Fairplay.

Mayor Just opened the Public Hearing at 6:07 pm and offered a brief opening statement stating jurisdiction and outlining procedures for the public hearing. He then asked for staff comment, which was offered by Town Treasurer Wittbrodt, explaining that the application before them was from Bill Pike for a Tavern Liquor License at South Park Cigars, LLC located at 519 Main Street, in Fairplay. Ms. Wittbrodt went through the staff investigation and findings, ending with a recommendation of approval. She noted that the public notices were done in accordance with State Statutes and the municipal code, and that no remonstrance's had been filed.

Mayor Just asked for applicant comment which was offered by Mr. Pike, encouraging the Board to approve his application, and offering to answer any questions that the Board might have.

Mayor Just asked for public comment in favor of the application.

Carolina Attaway, 600 Castello Avenue, spoke in favor of the application encouraging the Board to approve the application.

Gabby Lane, 480 Witcher Lane, spoke in favor of the application encouraging the Board to approve the application.

Mayor Just asked for public comment in opposition to the application. No comments offered.

Mayor Just closed the public hearing at 6:15 p.m. and asked for Board deliberation and a motion.

After a brief discussion, the following motion was offered:

**Motion #3** by Trustee Voorhis, seconded by Trustee Fidler, that the Board approve the application for a Tavern Liquor License as applied for by Bill Pike, for South Park Cigars, LLC located at 519 Main Street, in Fairplay. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp absent.)

### **UNFINISHED BUSINESS**

#### **Other Discussion Items**

None offered.

### **NEW BUSINESS**

#### **Presentation and Approval of 2020 Audit- Tim Mayberry**

Mr. Mayberry presented the 2020 Audit to the Town Board briefly going through it and informing the Board that there were no issues raised during the audit and that overall the Town's finances are in very good shape. He offered to answer any questions.

After a brief discussion, the Board offered consensus to accept the 2020 Audit.

**Should the Board Approve Adoption of Resolution No. 14, 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 KATHY REEVES FOR THE 791 HATHAWAY EXTERIOR PROJECT."?**

Staff comment was offered by Treasurer Wittbrodt explaining that this application is for \$400.00 towards replacing the siding and three shutters and painting the fascia and fence on the property located at 791 Hathaway Street. This is the amount the property owner has paid in property taxes to the Town of Fairplay over the last five years. She offered a staff recommendation of approval.

**Motion #4** by Trustee Fidler, seconded by Trustee Voorhis, that the Board approve adoption of Resolution No. 14, 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 KATHY REEVES FOR THE 791 HATHAWAY EXTERIOR PROJECT.**" A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler - yes. Motion carried unanimously. (Trustee Stapp absent.)

**Should the Board Approve Adoption of Resolution No. 15, series of 2021, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING A LEASE AGREEMENT WITH VIVIAN AND KEITH PERSHING AND THE TOWN ON BEHALF OF THE FAIRPLAY COMMUNITY GARDEN GROUP FOR THE PROPERTY LOCATED AT 600 FRONT STREET."?**

Staff comment was offered by Town Administrator Darrah explaining that this resolution approves a lease with the Pershing's for the property located at 600 Front Street to be used as a community garden and further explaining that it also includes a management agreement with the Fairplay Community Garden Group that lays out the roles and responsibilities of all involved parties. She offered a staff recommendation of approval.

Pete Lynn, Fairplay Community Garden Group, spoke on behalf of the group encouraging the Board to approve the lease and management agreement and outlining the plan for development of the property as a community garden.

**Motion #5** by Trustee Voorhis, seconded by Trustee Fidler, that the Board approve adoption of Resolution No. 15, series of 2021, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING A LEASE AGREEMENT WITH VIVIAN AND KEITH PERSHING AND THE TOWN ON BEHALF OF THE FAIRPLAY COMMUNITY GARDEN GROUP FOR THE PROPERTY LOCATED AT 600 FRONT STREET."** A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler - yes. Motion carried unanimously. (Trustee Stapp absent.)

#### Discussion/Direction Regarding Request from Police Chief Bo Schlunsen for Police Vehicle Purchase

Staff comment was offered by Police Chief Schlunsen explaining that he had been approached by Sheriff McGraw about purchasing a used vehicle from the Sheriff's Department for use by the Fairplay PD. Before he could go into too much detail, Trustee Fidler stated that he understood the vehicle to no longer be available, noting the Sheriff McGraw was supposed have called Chief Schlunsen that day to let him know.

The conversation then turned to the need for a new Police Vehicle during which Mayor Just encouraged Chief Schlunsen to purchase a new vehicle. The rest of the Board concurred, and direction was offered authorizing Chief Schlunsen to move forward with the purchase of a new police vehicle.

#### Other New Business

None offered.

#### BOARD OF TRUSTEE AND STAFF REPORTS

Public Works Director/Asst. Town Administrator Green reported that both Cemetery Clean-up and Town Clean-up went very smoothly with great participation.

Town Administrator/Clerk Darrah updated the Board on the Town Administrator applications/interview process. She informed the Board that twelve letters of interest/applications had been received and asked for consensus on an interview date. It was agreed that the interviews would be either June 18 or 25 depending on availability of the Mayor and Trustees.

Trustee Dodge reported on the Cemetery Clean-Up stating that it went very well with a high turnout. He thanked all of those that participated.

Trustee Voorhis asked that Public Works fix the street sign by the ambulance building.

Mayor Just asked Mr. Green to report on the various letters he had sent out recently. Mr. Green reported that Public Works had recently sent letters to businesses in regard to backflow prevention, to the Sinclair and Dollar General in regard to trash on their properties and blowing onto neighboring properties, and to Mr. Daniels in regard to setting a deadline to obtain a Certificate of Occupancy for his property located at 410 Fifth Street.

**WORKSESSION REGARDING COHEN PARK PROJECT PROPOSALS**

Mr. Green offered staff comment informing the Board that they had received two proposals for the work to be done at Cohen Park to upgrade the playground area and install a basketball court.

A discussion ensued in regard to the two proposals wherein consensus was reached directing staff to contact Star Playgrounds and work with them to bring back a formal contract for the improvements to Cohen Park.

**ADJOURNMENT**

Mayor Just, noting that there being no further regular business before the Board, declared that the regular meeting be adjourned at 7:33 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/Financial Statements  
**DATE:** June 14, 2021

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Agenda Item: Bills

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

Total Expenditures: \$39,324.22

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

Attached are the financial statements for all funds through May 31, 2021.

Please contact me with any questions.

## Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
06/03/2021	17163	Cash	Petty Cash	1	06/03/2021	75.00	101002
Total 340:						75.00	
06/09/2021	17173	Colorado Bureau of Investi	liquor license	1	06/09/2021	38.50	105070
06/09/2021	17174		fingerprint processing/back	1	06/09/2021	38.50	105070
Total 472:						77.00	
06/09/2021	17175	Colorado Mountain News	help wanted ads	1	05/31/2021	1,636.55	105070
Total 538:						1,636.55	
06/14/2021	17195	The Flume	display ads	1	05/31/2021	250.00	105130
06/14/2021	17195		help wanted ad	2	05/31/2021	27.50	105070
06/14/2021	17195		legal ads	3	05/31/2021	93.91	106125
Total 868:						371.41	
06/09/2021	17178	Ferrellgas	1800 beaver creek road	1	05/26/2021	265.88	105186
06/09/2021	17178		850 hathaway	2	05/26/2021	397.26	105186
06/09/2021	17178		propane-501 main	3	05/26/2021	962.61	105195
Total 916:						1,625.75	
06/04/2021	17166	Mountain View Waste	2 yd 2 monthly	1	06/01/2021	75.00	517675
Total 1414:						75.00	
06/10/2021	17189	United States Postal Servic	newsletter mailing	1	06/09/2021	147.10	105130
Total 2158:						147.10	
06/04/2021	17170	Utility Notification Center	RTL Transmissions	1	05/31/2021	22.44	517455
06/04/2021	17170		RTL Transmissions	1	05/31/2021	31.68	517650
Total 2194:						54.12	
06/04/2021	17172	Xcel Energy	1190 castello	1	05/25/2021	97.88	105650
06/04/2021	17172		200 2nd street	2	05/25/2021	72.02	517470
06/04/2021	17172		157 6th	3	05/25/2021	51.31	105640
06/04/2021	17172		156 5th	4	05/25/2021	10.70	105640
06/04/2021	17172		589 platte drive	5	05/25/2021	10.70	105841
06/04/2021	17172		419 front	6	05/25/2021	11.14	105640
06/09/2021	17188		street ligjts	1	06/01/2021	928.14	105640
Total 2296:						1,181.89	
06/04/2021	17169	South Park Ace & Lumber	Supplies	1	05/25/2021	59.86	105025
06/04/2021	17169		Supplies	2	05/25/2021	87.44	105830
06/04/2021	17169		Supplies	3	05/25/2021	70.78	105630
06/04/2021	17169		Supplies	4	05/25/2021	6.99	105850
06/04/2021	17169		Supplies	5	05/25/2021	29.98	105420

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2405:						255.05	
06/09/2021	17182	KONICA MINOLTA BUSIN	C364E Copier	1	05/29/2021	412.25	105032
Total 2448:						412.25	
06/14/2021	17193	Mountain Grown Gardens,	flowers	1	06/14/2021	2,745.00	105134
Total 2517:						2,745.00	
06/09/2021	17176	Colorado Natural Gas, Inc.	san office	1	06/03/2021	170.02	517234
06/09/2021	17176		sewer treatment plant	1	06/03/2021	1,431.74	517680
06/09/2021	17176		natural gas-shop	1	06/03/2021	421.75	105650
06/09/2021	17176		natural gas	1	06/03/2021	149.67	105023
Total 2728:						2,173.18	
06/09/2021	17183	Mobile Record Shredders	record shredding	1	06/02/2021	12.00	105030
Total 2793:						12.00	
06/14/2021	17190	Colorado Analytical Lab	water testing	1	06/10/2021	23.00	517450
Total 2864:						23.00	
06/04/2021	17168	Rise Broadband	internet	1	06/01/2021	111.61	517226
Total 2900:						111.61	
06/04/2021	17164	Fairplay Auto Supply	parts	1	05/31/2021	41.98	105625
Total 2948:						41.98	
06/14/2021	17194	Stephen Schambach	wash town hall windows	1	06/10/2021	250.00	105025
Total 3015:						250.00	
06/14/2021	17192	Hunn Planning & Policy, LL	planning fees	1	06/14/2021	125.00	105105
Total 3183:						125.00	
06/14/2021	17197	Zions Bank	annual fee	1	06/14/2021	250.00	517210
Total 3203:						250.00	
06/09/2021	17184	Montrose Water Factory, L	bottled water	1	05/31/2021	107.18	105120
Total 3211:						107.18	
06/14/2021	17196	Vertical Property Services	deposit for whispering aspe	1	06/09/2021	3,301.20	517645
Total 3303:						3,301.20	
06/09/2021	17180	Internetwork Experts Corp.	computer maintenance	1	06/09/2021	119.00	105065
06/04/2021	17165		computer maintenance	1	06/01/2021	46.75	105065



Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3312:						165.75	
06/04/2021	17167	Park County Government	repair fiber line	1	06/01/2021	2,631.80	105065
06/04/2021	17167		monthly internet	1	06/01/2021	52.50	105065
06/04/2021	17167		monthly internet	2	06/01/2021	52.50	105455
Total 3381:						2,736.80	
06/04/2021	17171	Warm Springs Consulting	contract	1	06/01/2021	4,500.00	517417
06/04/2021	17171		contract	2	06/01/2021	5,000.00	517627
Total 3463:						9,500.00	
06/09/2021	17177	Equilibrium Architecture Inc	501 main	1	06/03/2021	1,462.50	105195
Total 3504:						1,462.50	
06/09/2021	17179	Hayes Poznanovic Korver	legal	1	06/03/2021	132.00	517360
Total 3518:						132.00	
06/09/2021	17181	Jim Greer	concert	1	06/09/2021	1,900.00	105171
Total 3532:						1,900.00	
06/09/2021	17186	Peak Performance Imaging	copier repair	1	06/03/2021	150.00	517214
Total 3539:						150.00	
06/09/2021	17185	Motorola Solutions	radio equipment for new ta	1	02/12/2021	6,894.90	325810
Total 3540:						6,894.90	
06/09/2021	17187	Sunny Pool	piip	1	06/09/2021	1,319.00	105185
Total 3541:						1,319.00	
06/14/2021	17191	Colorado Cool Cabins	refund lodging tax-not in to	1	06/14/2021	12.00	104096
Total 3542:						12.00	
Grand Totals:						39,324.22	

## Report Criteria:

Detail report type printed

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-40-05 AD VALOREM TAX	63,089.37	139,090.48	195,115.00	56,024.52	71.3
10-40-10 SPEC. OWNERSHIP TAX	1,982.66	8,459.34	25,000.00	16,540.66	33.8
10-40-30 INTEREST ON PROPERTY TAX	6.57	6.57	1,000.00	993.43	.7
10-40-40 DELINQUENT TAXES	.00	.00	500.00	500.00	.0
10-40-55 50% SHAREBACK OF R&B LEVY	1,804.24	4,953.07	7,000.00	2,046.93	70.8
10-40-60 MOTOR VEHICLE REGISTRATION	322.75	1,254.76	3,000.00	1,745.24	41.8
10-40-70 SALES TAX	103,084.96	489,593.41	1,022,794.00	533,200.59	47.9
10-40-75 SALES TAX - STREETS	34,361.65	163,197.78	340,931.00	177,733.22	47.9
10-40-80 HIGHWAY USER'S TAX	2,929.69	10,317.26	32,000.00	21,682.74	32.2
10-40-85 SEVERANCE TAX	.00	.00	2,500.00	2,500.00	.0
10-40-86 MINERAL LEASE REVENUE	.00	.00	500.00	500.00	.0
10-40-90 CIGARETTE TAX	258.37	1,579.55	2,500.00	920.45	63.2
10-40-96 LODGING TAX	3,584.00	16,010.00	40,000.00	23,990.00	40.0
<b>TOTAL TAXES</b>	<b>211,424.26</b>	<b>834,462.22</b>	<b>1,672,840.00</b>	<b>838,377.78</b>	<b>49.9</b>
<u>LICENSES</u>					
10-41-10 LIQUOR LICENSES	1,075.00	4,125.00	3,000.00	( 1,125.00)	137.5
10-41-30 DOG LICENSES	20.00	80.00	100.00	20.00	80.0
10-41-32 LIVESTOCK PERMIT	.00	25.00	120.00	95.00	20.8
10-41-34 COMMERCIAL FLY FISHING PERMIT	.00	450.00	300.00	( 150.00)	150.0
10-41-40 BUILDING PERMITS	.00	924.00	5,000.00	4,076.00	18.5
10-41-41 SURCHARGE: STREETS	34.50	100.70	394.00	293.30	25.6
10-41-42 SURCHARGE: PARKS & REC	34.50	100.70	394.00	293.30	25.6
10-41-50 FRANCHISE TAX	2,595.69	22,904.21	50,000.00	27,095.79	45.8
10-41-60 GOLD PANNING PERMITS/DONATION	1,080.00	1,970.00	7,000.00	5,030.00	28.1
10-41-70 BUSINESS LICENSES	250.00	6,925.00	7,000.00	75.00	98.9
10-41-80 SIGN PERMITS	50.00	150.00	100.00	( 50.00)	150.0
10-41-90 EXCAVATION PERMIT	200.00	200.00	100.00	( 100.00)	200.0
10-41-94 STREET CUT PERMIT	.00	.00	500.00	500.00	.0
10-41-96 FENCE PERMIT	40.00	40.00	280.00	240.00	14.3
10-41-97 SPECIAL EVENTS PERMIT	.00	.00	1,400.00	1,400.00	.0
10-41-98 RESIDE/REROOF PERMIT	400.00	700.00	2,000.00	1,300.00	35.0
<b>TOTAL LICENSES</b>	<b>5,779.69</b>	<b>38,694.61</b>	<b>77,688.00</b>	<b>38,993.39</b>	<b>49.8</b>
<u>FEE INCOME</u>					
10-42-75 PLANNING & DEVELOPMENT FEES	.00	.00	2,000.00	2,000.00	.0
10-42-90 COPIES & FAXES	.00	30.80	200.00	169.20	15.4
<b>TOTAL FEE INCOME</b>	<b>.00</b>	<b>30.80</b>	<b>2,200.00</b>	<b>2,169.20</b>	<b>1.4</b>

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LAW ENFORCEMENT</u>					
10-45-05 TRAFFIC FINES	680.00	3,170.00	12,000.00	8,830.00	26.4
10-45-10 SURCHARGE: POLICE TRAINING	90.00	465.00	1,500.00	1,035.00	31.0
10-45-15 COURT COSTS	.00	154.00	620.00	466.00	24.8
10-45-20 DEFAULT FEES	30.00	90.00	150.00	60.00	60.0
10-45-30 OTHER FINES	.00	.00	500.00	500.00	.0
10-45-80 VIN INSPECTIONS	40.00	127.50	300.00	172.50	42.5
10-45-90 MISCELLANEOUS	10.00	155.00	1,000.00	845.00	15.5
<b>TOTAL LAW ENFORCEMENT</b>	<b>850.00</b>	<b>4,161.50</b>	<b>16,070.00</b>	<b>11,908.50</b>	<b>25.9</b>
<u>INTEREST INCOME</u>					
10-46-05 INTEREST ON COLOTRUST	4.92	72.19	3,000.00	2,927.81	2.4
10-46-30 INTEREST ON CHECKING	33.89	195.66	425.00	229.34	46.0
<b>TOTAL INTEREST INCOME</b>	<b>38.81</b>	<b>267.85</b>	<b>3,425.00</b>	<b>3,157.15</b>	<b>7.8</b>
<u>MISCELLANEOUS INCOME</u>					
10-47-00 MISCELLANEOUS INCOME	1,081.00	23,311.32	5,000.00	( 18,311.32)	466.2
10-47-10 CEMETERY	50.00	50.00	300.00	250.00	16.7
10-47-39 FOURTH OF JULY DONATIONS	.00	.00	8,000.00	8,000.00	.0
10-47-49 STREET LIGHTING	878.25	4,526.56	10,800.00	6,273.44	41.9
10-47-50 SUMMER CONCERT SERIES	.00	.00	5,000.00	5,000.00	.0
10-47-52 REAL COLORADO CHRISTMAS	.00	.00	500.00	500.00	.0
10-47-56 BURRO DAYS	2,215.00	6,295.00	50,000.00	43,705.00	12.6
10-47-59 BURRO DAYS RETAIL SALES	15.00	35.00	10,000.00	9,965.00	.4
10-47-62 501 MAIN - RENT & UTILITY	.00	246.91	1,800.00	1,553.09	13.7
10-47-81 GRANT-COHEN PARK	195,698.00	195,698.00	.00	( 195,698.00)	.0
10-47-82 CAMPING PERMITS/FACILITY USE	8.00	470.70	100.00	( 370.70)	470.7
10-47-90 MISCELLANEOUS REVENUE-EVENTS	.00	5,000.00	500.00	( 4,500.00)	1000.0
10-47-91 TOWN HALL - 901 MAIN	.00	.00	12,397.00	12,397.00	.0
<b>TOTAL MISCELLANEOUS INCOME</b>	<b>199,945.25</b>	<b>235,633.49</b>	<b>104,397.00</b>	<b>( 131,236.49)</b>	<b>225.7</b>
<b>TOTAL FUND REVENUE</b>	<b>418,038.01</b>	<b>1,113,250.47</b>	<b>1,876,620.00</b>	<b>763,369.53</b>	<b>59.3</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-50-02 401(A) EMPLOYER MATCH	462.73	1,814.79	4,273.00	2,458.21	42.5
10-50-05 SALARIES -ADMIN./CLERK/TREASUR	15,423.86	59,000.43	132,426.00	73,425.57	44.6
10-50-11 SS/MEDICARE EXPENSE	1,220.33	4,645.01	10,268.00	5,622.99	45.2
10-50-12 UNEMPLOYMENT EXPENSE	47.81	182.22	403.00	220.78	45.2
10-50-13 EMPLOYEE HEALTH INSURANCE	2,991.85	13,901.84	28,940.00	15,038.16	48.0
10-50-14 WORKER'S COMPENSATION	.00	510.00	502.00	( 8.00)	101.6
10-50-15 EDUCATION	.00	1,712.43	4,500.00	2,787.57	38.1
10-50-16 ADMIN VEHICLE	415.38	1,473.61	3,600.00	2,126.39	40.9
10-50-20 TOWN HALL EXPENSE	15,496.78	15,496.78	30,994.00	15,497.22	50.0
10-50-23 TOWN HALL EXPENSE - UTILITIES	497.22	2,638.00	6,000.00	3,362.00	44.0
10-50-25 TOWN HALL EXP - REPAIR & MAINT	1,081.12	6,597.40	7,000.00	402.60	94.3
10-50-27 TOWN HALL EXPENSE - SUPPLIES	69.92	526.27	1,200.00	673.73	43.9
10-50-30 OFFICE SUPPLIES	66.05	1,102.51	4,000.00	2,897.49	27.6
10-50-32 EQUIPMENT RENTAL	375.45	1,524.54	5,000.00	3,475.46	30.5
10-50-35 POSTAGE EXPENSE	39.54	329.09	650.00	320.91	50.6
10-50-40 BANK/CREDIT CARD FEES	29.00	167.00	948.00	781.00	17.6
10-50-55 BOARD OF TRUSTEE SALARY	120.00	345.00	1,800.00	1,455.00	19.2
10-50-57 TOWN ATTY LEGAL SERVICES	.00	2,385.00	20,000.00	17,615.00	11.9
10-50-60 COMPUTER/SOFTWARE/SUPPORT	439.50	2,244.25	7,000.00	4,755.75	32.1
10-50-65 TELEPHONE/INTERNET	829.04	4,271.26	10,200.00	5,928.74	41.9
10-50-70 MISCELLANEOUS EXPENSE	334.19	3,469.19	6,000.00	2,530.81	57.8
10-50-75 CODIFICATION	.00	225.00	1,000.00	775.00	22.5
10-50-76 ESTIP AGREEMENT	2,599.57	3,087.57	7,500.00	4,412.43	41.2
10-50-85 COVID EXPENSES	4,125.84	15,236.96	.00	( 15,236.96)	.0
<b>TOTAL ADMINISTRATION</b>	<b>46,665.18</b>	<b>142,886.15</b>	<b>294,204.00</b>	<b>151,317.85</b>	<b>48.6</b>
<u>COMMUNITY DEVELOPMENT</u>					
10-51-05 PROFESSIONAL FEES	2,318.50	9,321.50	20,000.00	10,678.50	46.6
10-51-10 EDUCATION/BENEVOLENCE (BOT)	.00	98.80	5,000.00	4,901.20	2.0
10-51-20 VISITOR CENTER	8.75	397.73	3,000.00	2,602.27	13.3
10-51-30 ADVERTISING AND MARKETING	249.99	860.13	15,000.00	14,139.87	5.7
10-51-34 TOWN BEAUTIFICATION	.00	2,745.00	10,000.00	7,255.00	27.5
10-51-35 TOWN CLEAN UP	1,259.00	1,259.00	9,000.00	7,741.00	14.0
10-51-40 DUES AND MEMBERSHIPS	.00	554.00	500.00	( 54.00)	110.8
10-51-50 TGIFAIRPLAY EXPENSE	1,200.00	4,038.16	7,000.00	2,961.84	57.7
10-51-62 BURRO DAYS	.00	3,979.70	47,000.00	43,020.30	8.5
10-51-70 MISCELLANEOUS EVENTS	88.37	150.43	8,000.00	7,849.57	1.9
10-51-71 FIREWORKS/4TH OF JULY	300.00	7,300.00	12,000.00	4,700.00	60.8
10-51-74 REAL COLORADO CHRISTMAS	.00	.00	1,000.00	1,000.00	.0
10-51-75 DONATIONS	.00	.00	2,000.00	2,000.00	.0
10-51-80 FAIRPLAY FORWARD	.00	.00	10,000.00	10,000.00	.0
10-51-85 PROPERTY IMPROVEMENT INCENTIV	.00	.00	20,000.00	20,000.00	.0
10-51-86 850 HATHAWAY-BUS BARN	1,227.29	4,987.45	12,000.00	7,012.55	41.6
10-51-95 501 MAIN STREET	1,705.64	13,720.35	43,000.00	29,279.65	31.9
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>8,357.54</b>	<b>49,412.25</b>	<b>224,500.00</b>	<b>175,087.75</b>	<b>22.0</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL SYSTEM</u>					
10-53-02 401(A) EMPLOYER MATCH	13.21	49.03	123.00	73.97	39.9
10-53-05 MUNICIPAL JUDGE SALARY	972.93	3,451.58	8,432.00	4,980.42	40.9
10-53-10 COURT CLERK	440.53	1,554.90	3,782.00	2,227.10	41.1
10-53-11 SS/MEDICARE EXPENSE	108.13	382.81	934.00	551.19	41.0
10-53-12 UNEMPLOYMENT EXPENSE	4.24	15.02	37.00	21.98	40.6
10-53-13 EMPLOYEE HEALTH INSURANCE	86.19	400.18	2,586.00	2,185.82	15.5
10-53-14 WORKER'S COMPENSATION	.00	37.00	46.00	9.00	80.4
10-53-20 COURT ATTORNEY	.00	.00	500.00	500.00	.0
10-53-30 EDUCATION	.00	.00	500.00	500.00	.0
10-53-40 OPERATING EXPENSE	.00	.00	450.00	450.00	.0
10-53-50 DUES AND MEMBERSHIPS	.00	136.00	100.00	( 36.00)	136.0
<b>TOTAL JUDICIAL SYSTEM</b>	<b>1,625.23</b>	<b>6,026.52</b>	<b>17,490.00</b>	<b>11,463.48</b>	<b>34.5</b>
<u>PUBLIC SAFETY</u>					
10-54-01 POLICE SALARIES	25,525.26	91,900.74	213,379.00	121,478.26	43.1
10-54-05 PENSION CONTRIBUTION	2,509.60	10,090.13	20,271.00	10,180.87	49.8
10-54-09 SRO-CONTRACT PARK CO	.00	.00	20,000.00	20,000.00	.0
10-54-10 UNIFORMS AND ACCESSORIES	89.96	1,404.41	3,500.00	2,095.59	40.1
10-54-11 SS/MEDICARE EXPENSE	368.29	1,350.24	3,094.00	1,743.76	43.6
10-54-12 UNEMPLOYMENT EXPENSE	76.58	275.70	640.00	364.30	43.1
10-54-13 EMPLOYEE HEALTH INSURANCE	2,499.20	24,271.60	92,655.00	68,383.40	26.2
10-54-14 WORKER'S COMPENSATION	.00	9,772.00	15,000.00	5,228.00	65.2
10-54-15 FUEL	751.82	3,274.41	12,000.00	8,725.59	27.3
10-54-20 VEHICLE MAINTENANCE	3,451.11	7,758.09	8,000.00	241.91	97.0
10-54-24 PROFESSIONAL TRAINING EXPENSE	1,303.17	2,590.17	3,500.00	909.83	74.0
10-54-26 IN-SERVICE TRAINING EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-54-28 VEHICLE RENTAL PAYMENT	2,381.42	11,955.78	28,869.00	16,913.22	41.4
10-54-30 RADAR & RADIO MAINTENANCE	82.57	695.41	1,000.00	304.59	69.5
10-54-32 AMMUNITION	.00	.00	500.00	500.00	.0
10-54-45 OPERATING SUPPLIES	7.00	711.14	1,000.00	288.86	71.1
10-54-50 EQUIPMENT EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-54-53 GRANT-EQUIPMENT & SUPPLIES	392.00	392.00	.00	( 392.00)	.0
10-54-55 TELEPHONE - POLICE LINE	340.89	1,416.06	5,000.00	3,583.94	28.3
10-54-60 MEMBERSHIPS - DUES	.00	.00	500.00	500.00	.0
10-54-65 COMPUTER/SOFTWARE/SUPPORT	.00	3,963.00	5,000.00	1,037.00	79.3
10-54-75 INVESTIGATIVE SERVICES	.00	18.58	3,500.00	3,481.42	.5
10-54-80 OFFICER RECRUITING	.00	98.50	500.00	401.50	19.7
10-54-87 LIABILITY INSURANCE	.00	10,217.18	8,394.00	( 1,823.18)	121.7
10-54-97 PUBLIC RELATIONS	.00	50.00	500.00	450.00	10.0
<b>TOTAL PUBLIC SAFETY</b>	<b>39,778.87</b>	<b>182,205.14</b>	<b>449,802.00</b>	<b>267,596.86</b>	<b>40.5</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
10-56-01 SALARIES	15,331.70	48,528.63	112,143.00	63,614.37	43.3
10-56-02 401(A) EMPLOYER MATCH	459.97	1,480.12	3,594.00	2,113.88	41.2
10-56-10 SEASONAL WAGES	.00	.00	10,000.00	10,000.00	.0
10-56-11 SS/MEDICARE EXPENSE	1,171.80	3,703.65	9,344.00	5,640.35	39.6
10-56-12 UNEMPLOYMENT EXPENSE	33.34	112.60	366.00	253.40	30.8
10-56-13 EMPLOYEE HEALTH INSURANCE	2,494.09	10,620.75	18,901.00	8,280.25	56.2
10-56-14 WORKER'S COMPENSATION	.00	6,053.50	6,394.00	340.50	94.7
10-56-15 FUEL	292.66	1,254.69	5,000.00	3,745.31	25.1
10-56-25 REPAIRS & MAINT - EQUIPMENT	3,427.77	11,369.95	15,000.00	3,630.05	75.8
10-56-30 TOOLS, MAT'L'S, & SUPPLIES	653.42	2,803.67	5,000.00	2,196.33	56.1
10-56-35 EDUCATION & TRAINING	.00	220.52	2,000.00	1,779.48	11.0
10-56-40 ELECTRIC STREET LIGHTS & SIGNS	1,048.04	3,165.63	4,000.00	834.37	79.1
10-56-45 TELEPHONE	217.09	993.36	2,100.00	1,106.64	47.3
10-56-50 MAINTENANCE BUILDING - UTILITY	938.55	4,856.32	8,600.00	3,743.68	56.5
10-56-60 VEHICLE RENTAL PAYMENT	2,041.84	9,695.44	21,420.00	11,724.56	45.3
10-56-70 STREET REPAIRS	.00	3,515.45	150,000.00	146,484.55	2.3
10-56-82 TOWN SHOP BUILDING REPAIRS	2,499.80	2,518.79	2,000.00	( 518.79)	125.9
<b>TOTAL PUBLIC WORKS</b>	<b>30,610.07</b>	<b>110,893.07</b>	<b>375,862.00</b>	<b>264,968.93</b>	<b>29.5</b>
<u>PARKS &amp; RECREATION</u>					
10-58-30 TOOLS, MATERIALS, & SUPPLIES	214.95	314.92	4,000.00	3,685.08	7.9
10-58-41 PARKS UTILITIES	35.41	144.11	400.00	255.89	36.0
10-58-42 VAULT RESTROOMS MAINTENANCE	60.50	60.50	2,500.00	2,439.50	2.4
10-58-50 CEMETERY EXPENSE	159.99	434.80	300.00	( 134.80)	144.9
10-58-86 FAIRPLAY RIVER PARK	6,569.25	12,377.45	64,800.00	52,422.55	19.1
10-58-95 LAND LEASE PAYMENT	.00	145,388.58	25,990.00	( 119,398.58)	559.4
<b>TOTAL PARKS &amp; RECREATION</b>	<b>7,040.10</b>	<b>158,720.36</b>	<b>97,990.00</b>	<b>( 60,730.36)</b>	<b>162.0</b>
<u>NON-DEPARTMENTAL EXPENDITURE</u>					
10-61-15 LIABILITY INSURANCE	.00	14,848.08	18,912.00	4,063.92	78.5
10-61-17 AUDIT FEES	.00	.00	4,375.00	4,375.00	.0
10-61-23 TREASURER'S FEES - MILL LEVY	633.47	2,150.89	4,000.00	1,849.11	53.8
10-61-25 PUBLISHING EXPENSE	1,261.70	1,352.51	1,500.00	147.49	90.2
10-61-30 DUES & MEMBERSHIPS	.00	998.00	2,000.00	1,002.00	49.9
10-61-60 ABATEMENT	.00	.00	2,000.00	2,000.00	.0
<b>TOTAL NON-DEPARTMENTAL EXPEND</b>	<b>1,895.17</b>	<b>19,349.48</b>	<b>32,787.00</b>	<b>13,437.52</b>	<b>59.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>135,972.16</b>	<b>669,492.97</b>	<b>1,492,635.00</b>	<b>823,142.03</b>	<b>44.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>282,065.85</b>	<b>443,757.50</b>	<b>383,985.00</b>	<b>( 59,772.50)</b>	<b>115.6</b>

TOWN OF FAIRPLAY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING MAY 31, 2021

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUES</u>					
20-44-10 COLORADO LOTTERY FUNDS	.00	1,128.18	4,000.00	2,871.82	28.2
TOTAL INTERGOVERNMENTAL REVE	.00	1,128.18	4,000.00	2,871.82	28.2
<u>INTEREST INCOME</u>					
20-46-50 INTEREST INCOME SAVINGS	.00	.00	12.00	12.00	.0
TOTAL INTEREST INCOME	.00	.00	12.00	12.00	.0
TOTAL FUND REVENUE	.00	1,128.18	4,012.00	2,883.82	28.1

TOWN OF FAIRPLAY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING MAY 31, 2021

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSE</u>					
20-73-03 BASEBALL FIELD IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
20-73-10 COHEN PARK - IMPROVEMENTS	.00	.00	1,000.00	1,000.00	.0
TOTAL OPERATION EXPENSE	.00	.00	6,000.00	6,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	6,000.00	6,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	1,128.18	( 1,988.00)	( 3,116.18)	56.8



TOWN OF FAIRPLAY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING MAY 31, 2021

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
32-47-20 DEPT RENTAL PAYMENTS	6,465.10	31,346.66	71,708.00	40,361.34	43.7
TOTAL REVENUE	6,465.10	31,346.66	71,708.00	40,361.34	43.7
TOTAL FUND REVENUE	6,465.10	31,346.66	71,708.00	40,361.34	43.7

TOWN OF FAIRPLAY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING MAY 31, 2021

INTERNAL SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
32-58-10	POLICE VEHICLES	.00	10,010.60	.00	( 10,010.60)	.0
32-58-30	PUBLIC WORKS VEHICLES	32,891.00	32,891.00	40,000.00	7,109.00	82.2
	TOTAL EXPENDITURES	32,891.00	42,901.60	40,000.00	( 2,901.60)	107.3
	TOTAL FUND EXPENDITURES	32,891.00	42,901.60	40,000.00	( 2,901.60)	107.3
	NET REVENUE OVER EXPENDITURES	( 26,425.90)	( 11,554.94)	31,708.00	43,262.94	( 36.4)

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER REVENUE</u>					
51-42-05 POTABLE WATER	33,272.00	159,501.42	400,000.00	240,498.58	39.9
51-42-20 LIEN REVENUE	.00	3,752.17	.00	( 3,752.17)	.0
51-42-32 WATER FACILITY MAINTENANCE FEE	.00	243.64	500.00	256.36	48.7
51-42-34 WATER METERS, PRV, PARTS	.00	298.54	1,000.00	701.46	29.9
51-42-36 PENALTY NON-COMPLIANCE	40.00	200.00	480.00	280.00	41.7
51-42-40 PLANT INVESTMENT FEES	.00	.00	7,500.00	7,500.00	.0
51-42-60 OTHER WATER REVENUE	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL WATER REVENUE</b>	<b>33,312.00</b>	<b>163,995.77</b>	<b>410,460.00</b>	<b>246,484.23</b>	<b>40.0</b>
<u>WASTEWATER REVENUE</u>					
51-46-05 WW USER FEES	55,839.00	278,973.11	668,160.00	389,186.89	41.8
51-46-20 LIEN REVENUE	480.00	2,582.51	.00	( 2,582.51)	.0
51-46-40 PLANT INVESTMENT FEES	.00	.00	8,351.00	8,351.00	.0
51-46-60 OTHER WASTEWATER REVENUE	.00	.00	100.00	100.00	.0
<b>TOTAL WASTEWATER REVENUE</b>	<b>56,319.00</b>	<b>281,555.62</b>	<b>676,611.00</b>	<b>395,055.38</b>	<b>41.6</b>
<u>INTEREST/FEE REVENUE</u>					
51-48-10 INTEREST ON INVESTMENTS	8.77	133.17	7,000.00	6,866.83	1.9
51-48-30 LATE FEES	738.29	3,307.03	12,000.00	8,692.97	27.6
<b>TOTAL INTEREST/FEE REVENUE</b>	<b>747.06</b>	<b>3,440.20</b>	<b>19,000.00</b>	<b>15,559.80</b>	<b>18.1</b>
<b>TOTAL FUND REVENUE</b>	<b>90,378.06</b>	<b>448,991.59</b>	<b>1,106,091.00</b>	<b>657,099.41</b>	<b>40.6</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMPLOYEE EXPENSES</u>					
51-70-01 SALARIES	21,099.25	71,554.35	199,954.00	128,399.65	35.8
51-70-02 401A EMPLOYER MATCH	632.35	2,343.21	6,459.00	4,115.79	36.3
51-70-11 SS/MEDICARE EXPENSE	1,617.58	5,485.77	15,388.00	9,902.23	35.7
51-70-12 UNEMPLOYMENT EXPENSE	57.94	200.99	603.00	402.01	33.3
51-70-13 EMPLOYMENT HEALTH INSURANCE	3,761.09	17,051.10	58,545.00	41,493.90	29.1
51-70-14 WORKER'S COMPENSATION	.00	5,520.50	4,424.00	( 1,096.50)	124.8
51-70-15 BOARD OF TRUSTEE SALARIES	60.00	210.00	1,200.00	990.00	17.5
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TOTAL EMPLOYEE EXPENSES	27,228.21	102,365.92	286,573.00	184,207.08	35.7
<u>OFFICE/GENERAL EXPENSE</u>					
51-72-02 BANK/CREDIT CARD FEES	519.50	2,428.71	6,000.00	3,571.29	40.5
51-72-06 COMPUTER/SOFTWARE/SUPPORT-O	439.50	2,771.08	13,000.00	10,228.92	21.3
51-72-10 MISCELLANEOUS	( 3,551.44)	.00	1,000.00	1,000.00	.0
51-72-14 OFFICE SUPPLIES	142.42	1,072.46	3,500.00	2,427.54	30.6
51-72-18 POSTAGE EXPENSE	281.77	1,479.71	4,000.00	2,520.29	37.0
51-72-22 PUBLISHING EXPENSE	.00	.00	600.00	600.00	.0
51-72-26 TELEPHONE EXPENSE	186.61	1,065.01	4,500.00	3,434.99	23.7
51-72-30 TOWN HALL RENTAL PAYMENT	.00	.00	12,397.00	12,397.00	.0
51-72-34 UTILITIES-OFFICE	232.22	1,459.50	2,500.00	1,040.50	58.4
51-72-38 VEHICLE/EQUIP RENTAL TO ISF	2,041.84	9,695.44	21,420.00	11,724.56	45.3
51-72-42 VEHICLE MAINTENANCE/REPAIR	3,335.94	4,037.56	5,000.00	962.44	80.8
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL OFFICE/GENERAL EXPENSE	3,628.36	24,009.47	73,917.00	49,907.53	32.5
<u>CONTRACTUAL FEES</u>					
51-73-20 AUDITOR FEES	.00	.00	4,375.00	4,375.00	.0
51-73-40 INSURANCE-PROPERTY/LIABILITY	.00	14,848.08	12,608.00	( 2,240.08)	117.8
51-73-60 LEGAL FEES	672.00	2,004.00	5,000.00	2,996.00	40.1
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL CONTRACTUAL FEES	672.00	16,852.08	21,983.00	5,130.92	76.7

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING MAY 31, 2021

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>WATER - PLANT &amp; EQUIPMENT</u>						
51-74-10	CHEMICAL AND SUPPLIES	.00	729.55	2,000.00	1,270.45	36.5
51-74-15	COMPUTER EXPENSE-WATER SYSTE	.00	1,975.24	5,000.00	3,024.76	39.5
51-74-17	CONTRACT PLANT OPERATOR	4,500.00	18,000.00	6,000.00	12,000.00	300.0
51-74-20	DITCH MAINTENANCE	.00	.00	500.00	500.00	.0
51-74-25	EDUCATION	.00	.00	3,000.00	3,000.00	.0
51-74-30	ENGINEERING FEES	595.00	2,758.75	10,000.00	7,241.25	27.6
51-74-35	FUEL	146.33	570.38	2,000.00	1,429.62	28.5
51-74-40	HASP MEMBERSHIP DUES	.00	.00	1,400.00	1,400.00	.0
51-74-45	LEAKS AND REPAIRS	.00	1,390.00	10,000.00	8,610.00	13.9
51-74-50	MISCELLANEOUS	( 370.15)	2,136.02	2,000.00	( 136.02)	106.8
51-74-55	PERMITS/DUES/LOCATES	357.20	834.92	1,000.00	165.08	83.5
51-74-60	PUMPHOUSE EXPENSE	.00	.00	500.00	500.00	.0
51-74-65	REPAIR & MAINTENANCE-EQUIP	.00	577.66	10,000.00	9,422.34	5.8
51-74-70	UTILITIES	259.42	1,048.32	2,500.00	1,451.68	41.9
51-74-75	TESTING AND SUPPLIES	.00	144.00	2,500.00	2,356.00	5.8
51-74-80	TOOLS AND SUPPLIES	47.98	560.27	2,000.00	1,439.73	28.0
51-74-85	WATER METERS	.00	4,914.75	4,000.00	( 914.75)	122.9
51-74-90	WATER TANKS	30.59	84.82	1,000.00	915.18	8.5
51-74-95	WATER TREATMENT PLANT	1,325.24	3,865.15	15,000.00	11,134.85	25.8
	<b>TOTAL WATER - PLANT &amp; EQUIPMENT</b>	<b>6,891.61</b>	<b>39,589.83</b>	<b>80,400.00</b>	<b>40,810.17</b>	<b>49.2</b>
<u>WASTEWATER-PLANT &amp; EQUIPMENT</u>						
51-76-15	CHEMICALS AND SUPPLIES	.00	.00	3,000.00	3,000.00	.0
51-76-20	COLLECTION SYSTEM MAINTENANC	.00	.00	30,000.00	30,000.00	.0
51-76-25	COMPUTER EXPENSE-WW SYSTEM	.00	650.30	3,600.00	2,949.70	18.1
51-76-27	CONTRACT - ORC	5,000.00	20,000.00	60,000.00	40,000.00	33.3
51-76-35	ENGINEERING FEES	.00	.00	10,000.00	10,000.00	.0
51-76-40	FUEL	146.32	570.32	2,000.00	1,429.68	28.5
51-76-45	MISCELLANEOUS	.00	165.00	1,000.00	835.00	16.5
51-76-50	PERMITS/DUES/LOCATES	13.20	66.00	4,300.00	4,234.00	1.5
51-76-55	REPAIRS AND MAINTENANCE-EQUIP	.00	4,215.56	55,000.00	50,784.44	7.7
51-76-60	SLUDGE REMOVAL/DISPOSAL	.00	.00	100,000.00	100,000.00	.0
51-76-65	TESTING AND SUPPLIES	1,480.06	2,243.06	6,000.00	3,756.94	37.4
51-76-70	TOOLS AND SUPPLIES	.00	.00	2,000.00	2,000.00	.0
51-76-75	TRASH	141.25	366.25	900.00	533.75	40.7
51-76-80	UTILITIES-PLANT	5,984.15	28,560.63	60,000.00	31,439.37	47.6
	<b>TOTAL WASTEWATER-PLANT &amp; EQUIP</b>	<b>12,764.98</b>	<b>56,837.12</b>	<b>337,800.00</b>	<b>280,962.88</b>	<b>16.8</b>
<u>DEBT SERVICE</u>						
51-80-02	LOAN PRINCIPAL	.00	.00	216,700.00	216,700.00	.0
51-80-04	LOAN INTEREST	.00	.00	97,341.00	97,341.00	.0
	<b>TOTAL DEBT SERVICE</b>	<b>.00</b>	<b>.00</b>	<b>314,041.00</b>	<b>314,041.00</b>	<b>.0</b>

TOWN OF FAIRPLAY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING MAY 31, 2021

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	51,185.16	239,654.42	1,114,714.00	875,059.58	21.5
NET REVENUE OVER EXPENDITURES	39,192.90	209,337.17	( 8,623.00)	( 217,960.17)	2427.7

**BOARD OF TRUSTEES  
TOWN OF FAIRPLAY**

---

IN RE: APPLICATION OF SOUTH PARK CIGARS FOR A TAVERN RETAIL  
LIQUOR LICENSE

---

**FINDINGS OF FACT, CONCLUSIONS AND ORDER**

THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, acting as the local liquor licensing authority, enters the following Findings of Fact, Conclusion and Order.

FINDINGS

1. This matter comes on for hearing upon the application of South Park Cigars (the "Applicant") for a Tavern retail liquor license.
2. The application is complete and contains all the information required by the Colorado Liquor Code. The Board further finds that the Applicant, its officers and shareholders are of good moral character.
3. Notice of a public hearing on the application was given in the manner prescribed by C.R.S. § 12-47-302 and 311.
4. A public hearing was held on the application on June 7, 2021 at which the Applicant and all interested parties were allowed to present testimony and evidence regarding the application and particularly the criteria for issuance of a license set forth in C.R.S. § 12-47-312.
5. A background check was completed on William Pike, Owner, the results of which showed no criminal history. The building plans and specifications are a true representation of the facilities and the premises comply with applicable zoning, building, health, and fire regulations as related to historic structures. Proof of possession of the premises has been provided.
6. For purposes of determining the needs and desires of the neighborhood, the entire corporate limits of the Town of Fairplay have been determined to be the neighborhood. If approved, this liquor license would not appear to be a detriment to the neighborhood. Currently, there are three Tavern Liquor Licenses issued in the Town of Fairplay and this location has previously been the site of this same class of license;

therefore this license would not create an undue concentration of the same class of license, possibly increasing the need for law enforcement resources in Fairplay.

### CONCLUSIONS

1. Based on the evidence adduced at the public hearing the Board concludes that the requirements set forth in the Colorado Liquor Code have been met.
2. The Board further concludes that there was persuasive evidence that the desires of the adult inhabitants of the neighborhood favor issuance of the license.

### ORDER

Based on the Findings and Conclusions set forth above, the application for a Tavern retail liquor license is GRANTED.

DATED this 21st day of June, 2021.

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Frank Just, Mayor



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



Fairplay Board of Trustees  
Mayor – Frank Just  
Mayor Pro Tem - Scott Dodge  
Eve Stapp  
Nate Fidler  
Josh Voorhis

## Town Board of Trustees Hearing

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### Shed Depot Special Use Permit – Equipment Sales and Rental Castello Ave.

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**Hearing Date:** June 21, 2020

**File Name and Process:** Shed Depot Special Use Permit for Equipment Rental and Sales

**Owner/Applicant:** 1010 Costello LLC (Owner) / Shed Depot (Applicant)

**Representative:** Tomi Shake

**Legal Description:** Castello Ave. / Parcel 542 (Fairplay Johnson Addition)

**Zoning:** Commercial

**Staff Member:** Scot Hunn, Town Planner

---

### Staff Report

#### I. Summary of Request:

The Applicant, Shed Depot USA, represented by Tomi Shake, is requesting approval of a new Special Use Permit for “Equipment Sales and Rental” within the Commercial Zone District to be undertaken on a vacant portion of the Family Dollar site, Parcel 542, Fairplay Johnson Addition; a parcel owned by 1010 Costello LLC.

Per the application, the Applicant requests approval for the following:

NOT run with the land; rather, they were approved “personal” to the applicant and were conditioned to terminate upon sale of the property. Staff recommends that any approval of the requested Special Use Permit for Equipment Sales and Rental should be specific to Shed Depot USA and that the Town Board consider placing similar time limits on the permit. Approval of the permit could be conditioned to terminate upon the sale of the property; to terminate upon the end of lease agreements between the property owner and Shed Depot USA; or, terminate on a date in the future (five years from date of approval, for example).

### **Section 16-6-30 – Special use permit application procedures**

*(D) Special use permits may be granted by the Board of Trustees only after finding that the proposed special use will not adversely impact the neighborhood or the public safety and welfare. In determining whether to grant a permit, the Board of Trustees shall consider, as applicable, the following factors:*

- 1. Ingress and egress to the property and proposed structures with particular reference to automotive and pedestrian safety, convenience, traffic flow and control and access in case of fire or catastrophe;*
- 2. The need and/or adequacy of off-street parking and loading areas and the economic, noise, glare or odor effects of the special use on adjoining properties and the neighborhood generally;*
- 3. Refuse and services areas;*
- 4. Utilities, with reference to location, availability and compatibility;*
- 5. Screening and buffering, with reference to type, dimensions and character;*
- 6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility and harmony with properties in the neighborhood;*
- 7. Required yards and other open spaces; and*
- 8. General compatibility with adjacent property and other property in the neighborhood.*

#### **Staff Response:**

The proposed Special Use Permit is generally compatible with the retail use of the property and should not have any substantive or incrementally adverse impacts on factors such as ingress and egress, parking, public safety or public welfare.

Staff is not recommending any screening and screening, and parking, loading and maneuverability appear to be adequate to allow for display, delivery and pick-up, and customer parking.

### **III. Zoning Analysis:**

#### **Zoning**

The subject property is located within the Commercial Zone District. “Equipment Sales and Use” is permitted in the Commercial Zone District via the Special Use Permit

- The site is generally served by adequate vehicular access and parking. Staff recommends the Applicant verify the existence of and/or need for a CDOT access permit.
- Banner signs that do not exceed 30 square feet are exempt from sign regulations and permitting.
- The application appears to meet all applicable standards, as conditioned, for a Special Use within the Commercial Zone District.

**V. Staff Recommendation and Suggested Conditions:**

Staff suggests that the proposed Special Use Permit for Shed Depot USA generally meets a preponderance of the Town's Special Use Criteria and comprehensive plan goals.

Staff is **recommending approval** with conditions.

In the event the Town Board of Trustees votes to approve the Special Use Permit request for Shed Depot USA, staff respectfully suggests the following conditions of approval.

1. This Special Use Permit shall NOT run with the land; all approvals are personal to the Applicant.
2. Sheds shall be located to adhere to front, side and rear yard setbacks.
3. Hours of pick-up and delivery are limited to Monday-Friday, 9 a.m. – 5 p.m.
4. No exterior lighting is approved for this Special Use Permit.
5. All signage shall comply with the Town of Fairplay sign regulations.



# DEVELOPMENT APPLICATION

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

## APPLICATION TYPE

- |  |  |
|--|--|
| <input type="checkbox"/> Planned Unit Development        | <input checked="" 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 type="checkbox"/> Variance                        |  |

### APPLICANT INFORMATION

Applicant: Tomi Shake Date: 5/27/2021  
Applicant's Address: 29760 US HWY 24N  
Buena Vista, CO 81211  
Applicant's Phone: (719) 966-9017 Fax: \_\_\_\_\_  
Email Address: tomi@sheddepotusa.com

### OWNER INFORMATION

Applicant's Relationship to Owner: Renter  
Owner: Samuel L. Mick  
Owner's Address: P.O. Box 1008  
Salida, CO 81201  
Owner's Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### PROPERTY INFORMATION

Address: No Address - Castello Ave. Fairplay, CO 80440  
Parcel #: 542  
Subdivision: Fairplay Johnson Addition  
Lot: \_\_\_\_\_ Block \_\_\_\_\_  
Existing Zoning: Commercial  
Number of Acres: .3938

**PROJECT PROPOSAL**

**General Description of Project:**

Continued Display and Sale of Shed Depot USA's model sheds on the Family Dollar parking lot, parcel number 542, located at Castello Ave, Fairplay, CO 80440.

Flow of traffic in the parking lot will not be impacted by the display of the sheds.

Sheds are dropped off and picked up exclusively by Coblenz Enterprises, via commercial flat-bed truck.

Customers can view the sheds at any time, but delivery/pick-up of sheds will only take place M-F from 9a.m. - 5p.m.

3 sheds will be on display at any given time. The sheds will be setback 25 ft from HWY 285.

No additional lighting is necessary.

Sheds are for display only. No services or sales will be conducted on-site.

Preparation of the lot will be limited to excavation and flattening of the lot to place the sheds.

All signage will be in banner form on the sheds.

Parking will be behind the sheds in the dirt lot.

**SIGNATURES**

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

\_\_\_\_\_  
Owner

\_\_\_\_\_  
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

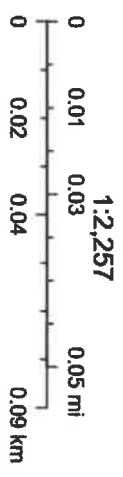
- Complete Application.
- Proof of Ownership (deed) for project property
- Written authorization from property owner(s) for agent (if applicable)
- Existing PUD plat/recording information
- Proposed site development plan/plat (7 copies). If there are structures on property, they must be on plat with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

# Park County Map



6/11/2021, 1:13:11 PM

- Roads
  - COUNTY RD
  - LOCAL
  - Addresses Points
- Parcel Public
  - ▭ Subdivisions
- US HWY



Source: Esri, Maxar, GeoEye, Earthstar, Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



692466  
1 of 1

WD

10/1/2012 3:01 PM  
RS11.00 DS8.00

Debra A Green  
Park County Clerk

**WARRANTY DEED**

THIS DEED, Made this 27th day of September, 2012 between

Anannt Enterprises, LLC, a Colorado Limited Liability Company

of the County of Park, State of Colorado, grantor and

1010 Costello LLC, a Colorado Limited Liability Company

whose legal address is: P.O. Box 2049, Fairplay, CO 80440  
of the County of Park, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Eighty Thousand Dollars and No/100's (\$80,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Park, and State of COLORADO, described as follows:

Lots 1, 2, and 3, Block 4,  
THE JOHNSON ADDITION TO THE TOWN OF FAIRPLAY,  
Together with 1/2 the vacated alley in said subdivision lying Northerly and adjacent to  
Lots 1, 2 and 3,

County of Park,  
State of Colorado.

Doc Fee  
\$ 8.00

STATE DOCUMENTARY FEE

DATE 10-1-12

\$ 8.00

also known by street and number as 1010 Costello, Fairplay, CO 80440

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the encasing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated August 24, 2012, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLER:

Anannt Enterprises, LLC, a Colorado Limited Liability Company

*P.P. Patel*

Parthiv Patel as Managing Member

STATE OF COLORADO  
COUNTY OF Park

) ss:

The foregoing instrument was acknowledged before me this 27th day of September, 2012 by Parthiv Patel as Managing Member of Anannt Enterprises, LLC, a Colorado Limited Liability Company

*J. Lynette Barrett*  
Notary Public

Witness my hand and official seal.  
My Commission expires: 8-17-14



WDPHOTO  
Warranty Deed (For Photographic Record) updated 1/2006

File No. F0423283 ✓



## Mason Green

---

**From:** Tomi Shake <sheddepotusa@gmail.com>  
**Sent:** Tuesday, June 8, 2021 8:31 AM  
**To:** Mason Green  
**Subject:** Fwd: Authorization for Special Use Permit

Mason,  
Please see the below correspondence from Samuel Mick. Please let me know if this will meet the requirements of permission to apply for the special use permit.  
Thank you  
Rayna

Sent from my iPhone

Begin forwarded message:

**From:** samuel mick <samuelmick61@live.com>  
**Date:** June 7, 2021 at 10:47:14 PM MDT  
**To:** sheddepotusa@gmail.com  
**Subject:** Re: Authorization for Special Use Permit

Rayna

My Name Samuel Mick

Owner of 400 Hwy 285  
And Manger of 1010 Costello LLC

As Owner I give permission for  
Shed Depot USA. To apply for a special use permit  
For the property.

Thank you

Samuel Mick  
Ph : 719-839-1001  
Add: P.O. Box 1008 Salida Co 81201

---

**From:** sheddepotusa@gmail.com <sheddepotusa@gmail.com>  
**Sent:** Monday, June 7, 2021 4:40:14 PM  
**To:** samuelmick61@live.com <samuelmick61@live.com>  
**Subject:** Authorization for Special Use Permit

Good afternoon, Mr. Mick:

Tomi asked me to reach out to you, as I am in the process of obtaining a special use permit from the town of Fairplay. To obtain the permit allowing use of your property to display our sheds, we need a simple written authorization from you allowing us to act as your agent regarding the special use permit. Would you mind putting this together and sending it over so I can add it to our application?



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

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June 10, 2021

**Notice of Public Hearings  
Regarding the Land Use Application for a Special Use Permit  
at 400 US Highway 285 in the Town of Fairplay**

This is to advise you that on Monday, June 21, 2021 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 allow the Display and Sale of Shed Depot USA's model sheds on the property located at 400 US Hwy. 285 in Fairplay, Colorado.

The applicant is Samuel Mick, property owner.

As an adjacent property owner, you may approve or object to the requested land use applications. 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 for a special use permit to allow the Display and Sale of Shed Depot USA's model sheds on the property located at 400 US Hwy. 285 in the Town of Fairplay, was placed in the United States mail, postage prepaid, first class, this 11th day of June, 2021, addressed to:

Sch# 377  
Anannt Enterprises LLC  
PO Box 187  
Fairplay, CO 80440

Sch# 47437  
LJJ Properties LLC  
PO Box 496  
Erie, CO 80516

Sch# 540  
Linda Plue  
9841 Carmel Court  
Lone Tree, CO 80124

Sch# 491  
Blackwell Oil Company Inc.  
PO Box 3333  
Idaho Springs, CO 80452

Sch# 376  
Vincent Smith  
PO Box 82  
Fairplay, CO 80440

Sch# 45904  
Todd Scholl  
PO Box 161  
Fairplay, CO 80440

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Tina Darrah – Town Clerk

**NOTICE OF PUBLIC HEARING  
BEFORE THE FAIRPLAY BOARD OF TRUSTEES  
CONCERNING A SPECIAL USE PERMIT**

A public hearing will be held before the Fairplay Board of Trustees at the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on June 21, 2021 at 6:00 p.m. concerning a Special Use Permit for 400 US Highway 285, Fairplay, CO. Specifically the Special Use Permit would allow the Display and Sale of Shed Depot USA's model sheds. The property is zoned Commercial per the Town's zoning regulations. The applicant for the Special Use Permit is Samuel Mick. For further information, please contact the Fairplay Town Hall at (719) 836-2622.

Published in the Fairplay Flume on June 11, 2021.

**AFFIDAVIT**

Regarding the Required Posting of Property:

**HEARING ON: Special Use Permit**

Property Address: 400 US Hwy 285, Fairplay, CO 80440

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

**Public Hearing before the Board of Trustees on June 21, 2021.**

Date of Posting: June 11, 2021

Date of Affidavit: June 11, 2021



Town of Fairplay Staff



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

XBP Confirmation Number: **100696041**

▶ Transaction detail for payment to Town of Fairplay.		Date: 06/07/2021 - 4:33:47 PM	
Transaction Number: 149971020PT Visa — XXXX-XXXX-XXXX-6435 Status: Successful			
Account #	Item	Quantity	Item Amount
SUP- ShedDepot	Miscellaneous	1	\$150.00

**TOTAL:        \$150.00**

**Billing Information**  
Tomi Shake  
, 81211  
rayna@sheddepotusa.com

**Transaction taken by: mgreen**



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Mason Green, Public Works Director/ Assistant Town Manager

**RE:** Contract for Cohen Park Project

**DATE:** June 19, 2021

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This contract between Star Playgrounds and the Town is for the Cohen Park Project. The public open house went well and the community is excited about the project. Due to the public input we received, staff has worked with Star Playgrounds to include as many desired elements as possible using the grant monies plus the budgeted \$10,000 for the basketball court.

This contract includes the basketball court being in the initially proposed position. Star Playgrounds is open to a change order that would relocate the court “behind” the main play structure area. This would incur a significant cost and staff is working with Star Playgrounds to get actual numbers. I will have these for the Board and share them as soon as possible.

Staff recommends approval of Resolution 16 which will require a motion, a second and a roll call vote.

“Where History Meets the High Country”

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**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO.16**

**Series of 2021**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONTRACT FOR THE COHEN PARK PROJECT BETWEEN JUST BE YOU INC., DBA STAR PLAYGROUNDS, AND THE TOWN OF FAIRPLAY, COLORADO.**

**WHEREAS**, the Town of Fairplay Board of Trustees desires to improve Cohen Park to be more accessible to peoples of all ages; and,

**WHEREAS**, the Town of Fairplay Board of Trustees wishes to provided additional and updated infrastructure at Cohen Park; and,

**WHEREAS**, the Town of Fairplay obtained significant grant monies from the Colorado Health Foundation in the amount of \$205,918.00; and,

**WHEREAS**, the Town of Fairplay plans to utilize this money to accomplish the above objectives.

**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.

**RESOLVED, APPROVED, and ADOPTED** this 21<sup>st</sup> day of June 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

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

ATTEST:

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





## June 2021 Professional Service Agreement

Project/Services Name: Cohen Park Project 2021

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") dated as of June 15, 2021 is entered into by and between Just Be You Inc, DBA as Star Playgrounds, a S Corp of the State of Colorado, whose business address is 9892 Titan Park Circle, Unit 1 Littleton, CO 80125 ("**Contractor**") and the Town of Fairplay, Colorado, a **statutory municipality of the State of Colorado** ("**Town**" and, together with the Contractor, "**Parties**").

### RECITALS AND REPRESENTATIONS

**WHEREAS**, the Town desires to have performed certain professional services as described in this Agreement; and

**WHEREAS**, the Contractor represents that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement and within the deadlines provided by the Agreement; and

**WHEREAS**, the Town desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

#### 1.0 SERVICES AND CONTRACTOR PERFORMANCE

**1.1 Services and Work Product.** As directed by and under the supervision of the Town Manager for the Town of Fairplay, the Contractor shall provide the Town with the services described in **Exhibit A, attached hereto and incorporated herein** ("**Services**"). For purposes of this Agreement, "**Work Product**" shall consist of deliverables and/or product to be created, provided or otherwise tendered to the Town as described in the Services.

**1.2 Changes to Services.** At any time the Town may request a change or changes in the Services. Any changes that are mutually agreed upon between the Town and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Fairplay Board of Trustees ("**Town Board**").

**1.3 Independent Contractor.** The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town other than as a contracting party and independent contractor. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited

to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

**1.4 Standard of Performance.** In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Contractor represents to the Town that the Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

**1.5 Patent Indemnification.** Contractor shall indemnify, defend and hold Town harmless from any and all claims, demands, and causes of action (including reasonable attorneys' fees and costs of suit) for actual or asserted infringement or actual or asserted appropriation or use by Town of trade secrets, proprietary information, know-how, copyright rights, or patented inventions included in any design or specification furnished by Contractor or arising from the use or sale of materials, equipment, methods, processes, designs and information, furnished by Contractor in connection with the Services. Contractor shall include the foregoing indemnification provision as a term of each agreement utilized by it in the performance of its work which shall extend expressly from the vendor or subcontractor to Town.

**1.6 Safety.** When and to the extent that Contractor or any of its employees, agents or subcontractors are working under the terms of this Agreement, Contractor will comply, and cause all its employees, agents and subcontractors to comply, with applicable safety rules and security requirements.

**1.7 Qualified Personnel.** Contractor will make available all qualified Contractors, drafters, technical and clerical personnel necessary to fulfill its obligations under this Agreement. Prior to commencement of work, Contractor will provide Town with the names of all Contractor personnel and their then current hourly rates, if applicable, whose services are to be employed in performance of the Services. Removal or re-assignment of personnel by Contractor will only be done with prior written approval of Town.

**1.8 Removal of Personnel by Town.** Town may, in its discretion, require Contractor to dismiss from performance of the Services any personnel of Contractor or any subcontractor for any reason, effective upon written notice from Town of such dismissal. Town will not be required to pay salary, or any other costs associated with dismissed personnel effective upon Contractor's receipt of notice to dismiss from Town.

**1.9 Representations and Warranties.** Contractor represents and warrants that the Services will be performed in a manner consistent with other reasonable professionals providing similar services under similar circumstances. Contractor will complete the Services in accordance with the Agreement and applicable United States laws, regulations, ordinances, and codes in existence at the time the Agreement is executed.

**1.10 Maintenance of and Access to Records.** Contractor will maintain detailed records of all matters relating to the Services during the term of the Agreement and for a period after its cancellation or termination of not less than five (5) years. Town will have the right to copy and audit during regular business hours all records of any kind which in any way relate to the Services, whether created before, during or after the termination of this Agreement. Access to such records will be provided to Town at no cost.

**1.11 Colorado Open Records Act.** The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. In the event of the filing of a lawsuit to compel such disclosure, the Town shall inform the Contractor and will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same

**1.12 Disclosure of Adverse Information.** Contractor will promptly disclose to Town any and all information which Contractor may learn, or which may have a material adverse impact on the Services or the Work Product or Town's ability to utilize the Work Product in the manner and for the purpose for which the Work Product is intended.

## **2.0 COMPENSATION**

**2.1 Commencement of and Compensation for Services.** Following execution of this Agreement by the Town, the Contractor shall be authorized to commence performance of the Services as described in **Exhibit A** subject to the requirements and limitations on compensation as provided by this **Section 2.0 COMPENSATION** and its Sub-Sections.

**A. Time and Materials Contract – Not to Exceed Amount.** The Contractor shall perform the Services and shall invoice the Town for work performed based on the rates and/or compensation methodology described in **Exhibit A**. Total compensation (including all reimbursable expenses) shall not exceed **Two Hundred and Five Thousand Nine Hundred and Eighteen Dollars (\$205,918.00)**.

**B. Reimbursable Expenses.** The following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the Internal Revenue Service as a deductible business expense)
- Printing and Photocopying Related to the Services
- Charges incidental to securing needed information (e.g., charges imposed to obtain recorded documents)
- Postage and Delivery Services
- Lodging and Meals (*only* with prior written approval of the Town as to dates and maximum amount permitted)

**C. Non-reimbursable Costs, Charges, Fees, or Other Expenses.** Any fee, cost, charge, fee, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

**D. Increases in Compensation or Reimbursable Expenses.** Any increases or modification of compensation or reimbursable expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.

**2.2 Payment Processing.** The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice.

**2.3 Town Dispute of Invoice or Invoiced Item(s).** The Town may dispute any Contractor time, reimbursable expense, and/or compensation requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

### **3.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

**3.1** The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the Town such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.

**3.2** The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

**3.3** The Contractor shall provide all the Services in a timely and professional manner.

**3.4** The Contractor shall promptly comply with any written Town request from the Town or any of the Town's duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.

**3.5** The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

**3.6** The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

### **4.0 TERM AND TERMINATION**

**4.1 Term.** The provision of services under this Agreement shall commence on 6/21/2021 and will terminate on 10/30/2021; provided, however, under no circumstances will the Term exceed the end of the current Town Fiscal year (January 1 – December 31). The Contractor understands and agrees that the Town has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise. Notwithstanding the foregoing, the Parties may mutually agree in writing to the monthly extension of this Agreement for up to twelve (12) consecutive calendar months if such extension is approved by the Town Board and the Contractor and such extension does not alter or amend any of the terms or provisions of this Agreement.

**4.2 Continuing Services Required.** The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board.

**4.3 Town Unilateral Termination.** This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

B. All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town; and

C. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by **Sub-Section 4.3(A)** above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.

**4.4 Termination for Non-Performance.** Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this **Sub-Section 4.4**, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this **Sub-Section 4.4**, nothing in this **Sub-Section 4.4** shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

**4.5 Unilateral Suspension of Services.** The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement or (3) as required by law.

**4.6 Reinstatement of Services Following Town's Unilateral Suspension.** The Town may at its discretion direct the Contractor to continue performance of the Services following suspension. If such direction by the Town is made within thirty (30) days of the date of suspension, the Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Contractor may elect to: (1) provide written notice to the Town that such suspension is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the Town an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the Town, to provide written notice to the Town that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

**4.7 Delivery of Notice of Termination.** Any notice of termination permitted by this **Section 4.0 TERM AND TERMINATION** and its subsections shall be addressed to the persons identified in Section 9.17 herein and at the addresses provided therein or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

## **5.0 INSURANCE**

**5.1 Insurance Generally.** The Contractor shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified in this **Sub-Section 5.1**. The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

The Contractor shall secure and maintain the following ("**Required Insurance**"):

- A.** Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance, if any, shall be endorsed to include the Town as a Certificate Holder.
- B.** Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) Dollars each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors,

products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

C. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than of One Hundred Thousand Dollars (\$100,000.00) each person and each accident and for property damage of not less than Fifty Thousand Dollars (\$50,000.00) each accident with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

D. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

**5.2 Additional Requirements for All Policies.** In addition to specific requirements imposed on insurance by this **Section 5.0 INSURANCE** and its subsections, insurance shall conform to all of the following:

A. For Required Insurance and any other insurance carried by Contractor ("**Contractor Insurance**"), all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.

B. For both Required Insurance and Contractor Insurance, the Contractor shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

D. For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

**5.3 Failure to Obtain or Maintain Insurance.** The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this **Section 5.0 INSURANCE** and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection

therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town immediately upon demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

**5.4 Insurance Certificates.** Prior to commencement of the Services, the Contractor shall submit to the Town applicable certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this **Section 5.0 INSURANCE** and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the "Project Name" as identified on the first page of this Agreement. The Town may request, and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

## **6.0 OWNERSHIP OF DOCUMENTS**

**6.1 Work Product is Property of Town.** Upon complete payment for services rendered, the Work Product, as defined in **Sub-Section 1.1**, shall be deemed work made for hire and made in the course of Services performed under this Agreement and will be the exclusive property of Town. Town will have unlimited right to make, have made, use, reconstruct, repair, modify, reproduce, publish, distribute and sell the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit. Any reuse of the Work Product produced under this Agreement for any purpose not directly related to this Agreement will be at the sole risk of Town.

**6.2 Obligations of Contractor's Personnel and Subcontractors.** Contractor warrants it has enforceable written agreements with all of its personnel and subcontractors to be involved in performing the Services that:

- A. assign to Contractor ownership of all patents, copyrights and other proprietary rights created in the course of their employment or engagement; and
- B. obligate such personnel or subcontractors, as the case may be, upon terms and conditions no less restrictive than are contained in this **Section 6.0 OWNERSHIP OF DOCUMENTS**, not to use or disclose any proprietary rights or information learned or acquired during the course of such employment or engagement including, without limitation, any Work Product, all Contractor property and any other information pursuant to this **Section 6.0 OWNERSHIP OF DOCUMENTS**.

**6.3 Assignment of Proprietary Rights.** To the extent that any title to any Work Product may not, by operation of law, vest in Town, or such Work Product may not be considered to be work made for hire, Contractor hereby irrevocably transfers and assigns to Town in perpetuity all worldwide right, title and interest in and to the patent rights, copyrights, trade secrets and other proprietary rights in and ownership of, the Work Product.

**6.4 Town Furnished Information.** Title to all materials and all documentation furnished by the Town to Contractor will remain in the Town. Contractor will deliver to the Town any all Work Product and property, including copies thereof on whatever media rendered, upon the first to occur of:

- A. the Town's written request; or
- B. completion of the Services under this Agreement; or



C. termination of this Agreement.

6.5 The Contractor waives any right to prevent its name from being used in connection with the Services.

## 7.0 CONFLICT OF INTEREST

The Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any Town official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. §24-18-109, as amended, or the Town's ethical principles.

## 8.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

8.1 Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

8.2 Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

8.3 Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or

8.4 Terminate this Agreement in accordance with this Agreement.

The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## 9.0 MISCELLANEOUS PROVISIONS

9.1 **No Waiver of Rights.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Board or by a person expressly authorized to sign such waiver by resolution of the Town Board of the Town of Fairplay, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

9.2 **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular,

governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

**9.3 Affirmative Action.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**9.4 Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 9.4 shall not authorize assignment.

**9.5 No Third-Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

**9.6 Article X, Section 20/TABOR.** The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Town, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

**9.7 Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Park County, Colorado and the parties consent and agree to the jurisdiction of such courts. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

**9.8 Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

**9.9 Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of the Town Board. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution or motion of the Town Board. No assignment shall release the Applicant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

**9.10 Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

**9.11 Integration and Amendment.** This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the Town and the Contractor.

**9.12 Severability.** Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

**9.13 Incorporation of Exhibits.** Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

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

Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by such Agreement.

**9.15 Non-Liability of Town for Indirect or Consequential Damages or Lost Profits.** Parties agree that the Town shall not be liable for indirect or consequential damages, including lost profits that result from the Town's declaration that the Contractor is in default of the Agreement, so long as the Town acts in good faith.

**9.16 Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify and defend the Town, its members, affiliates, officers, directors, partners, employees, and agents (collectively referred to as the "Town" for the purposes of this Section 9.16) from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees (collectively referred to "Losses"), arising out of the performance of the Services, provided that (a) any such claim, damage, loss or expense is caused by any negligent act or omission of (i) Contractor, (ii) anyone directly or indirectly employed by Contractor or (iii) anyone for whose acts Contractor may be liable; and (b) such indemnification shall not apply to the extent that such Losses are caused by the negligence of the Town or other party indemnified hereunder. If Contractor is providing architectural, engineering, or surveying services; design; construction; alteration; repair; or maintenance of any building, structure, highway, bridge, viaduct, water, sewer, or gas distribution system, or other works dealing with construction, or any moving, demolition, or excavation connected with such construction, the extent of Contractor's obligation to indemnify and defend the Town is enforceable only to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers. If the Contractor is a person or entity providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify and defend the Town may be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and Town. The indemnification in this Section 9.16 shall be construed to comply with C.R.S. § 13-50.5-102(8) *et. seq.*

**9.17 Notices.** Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient. Written notice may also be provided by electronic mail which shall be deemed delivered when receipt is acknowledged by reply of the recipient.

**If to the Town:**

**If to the Contractor:**

Tina Darrah, Town Administrator 901 Main Street Fairplay, Colorado 80440 <a href="mailto:tdarrah@fairplay.org">tdarrah@fairplay.org</a>	Attention: Hannah Reiter 9892 Titan Park Circle, Unit 1 Littleton, CO 80125 <a href="mailto:hannah@starplaygrounds.com">hannah@starplaygrounds.com</a>
With Copy to:	

Town Attorney 901 Main Street Fairplay, CO 80440	
Mason Green, Public Works Director 901 Main Street Fairplay, CO 80440 <a href="mailto:MGreen@fairplayco.us">MGreen@fairplayco.us</a>	

**10.0 AUTHORITY**

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Town of Fairplay and the Contractor and bind their respective entities.

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]***

THIS AGREEMENT is executed and made effective as provided above.

**TOWN OF FAIRPLAY, COLORADO**

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

ATTEST: \_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
Name:  
Position:

**EXHIBIT A**

**See following page for Exhibit A**



# Quotation

Quote Number: Q10416D  
 Quote Date: Jun 18, 2021  
 Sales Rep: Kit Axton

kit@starplaygrounds.com

Playground Equipment \* Site Furnishings \* Shade Structures \* Surfacing

Project:	Proposed For/Bill To:	Contact Name	
Town of Fairplay PO Box 267 400 Front Street Fairplay, CO 80440	Town of Fairplay PO Box 267 400 Front Street Fairplay, CO 80440  Cust ID:Fairplay	Mason Green	
		Phone	Email
		719-836-2622	mgreen@fairplayco.us

Qty	Item	Description	Unit Price	Amount
1	EFI	Price includes equipment, freight and factory certified installation.		
1	PWCH	Playworld Challengers Sale Strucutre 350-2108	\$ 58,722.00	\$ 58,722.00
1	PWCH	Playworld Challengers Sale Structure 350-2168	\$ 30,975.00	\$ 30,975.00
1	PW 0347	Playworld Unity SpinR with 1 accessible seat	\$ 16,337.00	\$ 16,337.00
1	PW 0065	Playworld Systems Spin Cup	\$ 1,436.00	\$ 1,436.00
1	PW RB-310	Playworld Free-Standing Rock Blocks "Around the Bend"	\$ 14,068.00	\$ 14,068.00
8	PW UN7140	Playworld Stationary Button (12")	\$ 669.75	\$ 5,358.00
1	PW 0187	Playworld Unity Large Canopy	\$ 11,716.00	\$ 11,716.00
1	PW PLAYCUB	Playworld Systems PlayCubes 1.0	\$ 4,845.00	\$ 4,845.00
1		Playworld LifeTrail Station 2 - Push-Up Exercises; Hip Lift & Thigh Squeeze Exercises; Wobble Board Exercises	\$ 8,627.00	\$ 8,627.00
1		Playworld LifeTrail Station 3 - Upper-Body Cycling Exercises; Squat Exercises; Triceps Strength & Torso Stability Exercises	\$ 9,510.00	\$ 9,510.00
1	SP 541-616M	Heavy Duty Basketball hoop, backboard and 1/2 court striping	\$ 3,605.00	\$ 3,605.00
1		Valued Client Discount	\$ -15,969.00	\$ -15,969.00
1		Demo/removal of play structures. Excavate & removal of pea gravel and any native soil to get to a 14" total depth below existing edging. *If the Town of Fairplay will NOT take the material excavated from the playground & keep it for their stockpile on Town property, demo cost will increase \$2400	\$ 9,375.00	\$ 9,375.00
207		Purchase, delivery and installation of 4,200 sqft of EWF at a 12" compacted depth with blower truck over geotex fabric	\$ 52.69	\$ 10,907.00
1		Form and finish grey concrete ADA Ramp into play area.	\$ 1,375.00	\$ 1,375.00
1		Excavate, form/finish 93 lf x 5' wide x 4" thick grey concrete sidewalk.	\$ 5,531.00	\$ 5,531.00
1		Excavate, form/finish 42' wide x 50' long x 4" thick grey concrete basketball court with 2' extra around the perimeter for safety zone.	\$ 29,500.00	\$ 29,500.00

Pricing excludes taxes, prevailing wages, irrigation repairs and site preparation unless otherwise noted and is valid for 30 days from the date above. If tax exempt, please provide a copy of your tax exempt certificate or tax will be included. Late fees and interest at the rate of 18% per annum will be charged on all past due accounts. A 3% fee may be added to payments made by credit card. Owner is responsible for locating all irrigation and drainage system components. Star Playgrounds is not responsible for damages caused by failure to properly locate any components. Owner is responsible for providing water, power and direct truck access to site for installation. Failure of owner to properly prepare the site by the scheduled date of installation will result in liquidated damages in the amount of \$325 per day. Due to the variation in soil conditions in the mountainous or rocky areas, the quoted/contracted installation price may need to be increased. If we encounter issues in digging, you be notified immediately and we will submit a change order prior to continuing. After 90 days, an equipment storage fee equal to the trailer storage costs plus \$350 per month will be assessed for all equipment stored.

<b>Subtotal</b>	<b>\$ 205,918.00</b>
<b>Sales Tax</b>	
<b>TOTAL</b>	<b>\$ 205,918.00</b>

9892 Titan Park Circle, Unit 1, Littleton, CO 80125  
 Office: 303.791.7626 www.starplaygrounds.com





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Tina Darrah, Town Clerk  
**RE:** Discussion/Direction Regarding Parklets on Front Street  
**DATE:** June 18, 2021

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This item is before you tonight for discussion and direction to staff. It has recently been brought to staff's attention that a couple businesses on Front Street have put up parklets in the Town's right of way in front of their businesses without authorization. The only businesses on Front Street that currently have revocable license agreements allowing "parklets" are McCall's Park Bar, Platte River Saloon and Millonzi's. We have a request from Mountain Essentials to be allowed a parklet (this is included in the packet). In the meantime, she has taken her parklet down pending this discussion.

In addition, we have received letters from business owners asking that no parklets be allowed on Front Street (these are also included in your packet). If you recall, last summer during COVID, the Board allowed these types of uses on Town right-of-way due to the pandemic causing extenuating circumstances for business owners. The Board extended the authorization for these parklets in front of the three restaurants only until October of 2021, which coincides with the Governor's order extending outdoor liquor licenses.

As I recall, the Town Board did not mean for these to be permanent uses until language could be added to the UDC which would permit/license the use with necessary conditions - which would be determined by the Town Board. This has not happened yet.

Staff is looking for direction on how to proceed with accepting applications for parklets on Front Street.

## Tina Darrah

---

**From:** Nicole McChesney <mountainessentialsllc@gmail.com>  
**Sent:** Thursday, June 17, 2021 12:21 PM  
**To:** tdarrah@fairplayco.us  
**Subject:** Re: Parklet

Hi Tina,

Sorry about that...here are the details.

I plan on only taking one parking space for two tables and some plants defining the space. This will allow for potential costumers to see that I am definitely open with out cars blocking the view. It also allows my customers to sit and wait if the shop it's full or to eat the fudge that have just purchased.

Makes the shop more inviting and few like a summer garden. I noticed a huge positive impact when the parklet was set up last summer.

I will be pulling everything off the street at 6 when I close. Later for special events.

I'm not sure what you mean by license, but if there something I need to fill out I am more than willing to. I have attached a quick sketch of my idea. Nothing fancy.

Thank you  
Nicole

On Wed, Jun 16, 2021 at 6:38 AM Tina Darrah <[tdarrah@fairplayco.us](mailto:tdarrah@fairplayco.us)> wrote:

Hi Nicole,

Thanks for sending this – sorry if I wasn't clear when we spoke - what I need to create the revocable license for your parklet and get it on the agenda is a letter or email from you to the Mayor and Board of Trustees formally requesting the license, with a drawing showing the area you would like to use (with dimensions), the reason for the use, and the length of time you are requesting use of the town street. It would be helpful to explain how using the street will enhance your sales, effect parking on Front Street, etc., as these are the issues that will likely be discussed.

I will need this by tomorrow (Thursday) morning as that is when the agenda and packets are put together and sent to the Board.

Thanks and let me know if you have any questions. Because I am only part-time with the Town at this point, it is easiest to reach me on my cell at (970) 261-1498 or you can always call Town Hall and talk to Sarah Ernst – she is the Deputy Town Clerk and I have cc'd her on this email.

*Tina Darrah*

*Town Clerk*

*Town of Fairplay*

*[901 Main Street](#)/PO Box 267*

*Fairplay, CO 80440*

*(719) 836-2622 ext. 102*

*[www.fairplayco.us](http://www.fairplayco.us)*

**From:** Nicole McChesney <[mountainessentialsllc@gmail.com](mailto:mountainessentialsllc@gmail.com)>

**Sent:** Tuesday, June 15, 2021 11:39 AM

**To:** [tdarrah@fairplayco.us](mailto:tdarrah@fairplayco.us)

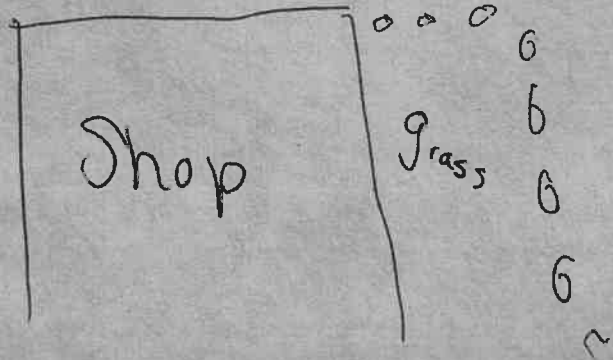
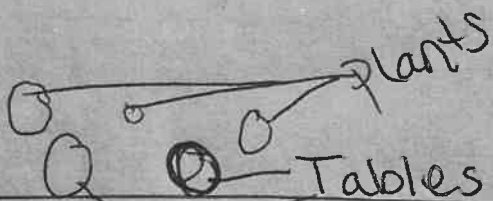
**Subject:** Parklet

Hello,

Thank you for getting my parklet on the meeting agenda.

Nicole

Mountain Essentials



## Tina Darrah

---

**From:** Erin Michalski <erin@eaglerockbeef.com>  
**Sent:** Wednesday, June 16, 2021 7:18 AM  
**To:** tdarrah@fairplayco.us  
**Subject:** Meeting agenda request

Hi Tina -

My name is Erin Michalski and I own Eagle Rock Ranch Mercantile at 530 Front Street. Nice to meet you!

I am writing because I'd like to better understand the parking situation on Front Street. I am concerned about the "parkettes" and feel they are disadvantaging businesses like mine.

Moreover, I'd like to discuss how I can

1) block off the street in front of my store (and my adjacent lot too) if that's what everyone plans to do. I don't want to end up being the parking spot for other businesses because they have taken up their parking by parkettes.

2) additionally, how to go about getting an access point (driveway) installed from Front Street into my adjacent lot. I will likely start using this for private parking in the future.

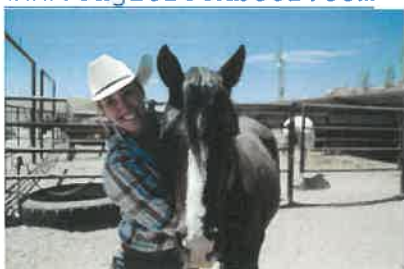
Do I need to get on next week's schedule? Please let me know the best way to proceed.

I appreciate your help very much. I look forward to hearing from you!

Erin Michalski

--

Erin Michalski, Your Personal Rancher  
Eagle Rock Ranch  
[www.eaglerockbeef.com](http://www.eaglerockbeef.com)



## Tina Darrah

---

**From:** Mtnart <mtnart@unrepentantartist.com>  
**Sent:** Friday, June 18, 2021 1:24 PM  
**To:** tdarrah@fairplayco.us  
**Subject:** Re: Front Street Parking

What does it matter if it's already set? Things change.

> On Jun 18, 2021, at 11:34 AM, Tina Darrah <tdarrah@fairplayco.us> wrote:

>

> Deb,

>

> A discussion has been set for Monday, June 21, 2021 at 6pm before the Board of Trustees to discuss the parklet's on Front Street. The following businesses have permission to have a parklet through October 2021 - Park Bar, Platte River Saloon and Millonzi's. I will include your email in the Board of Trustees information for the discussion Monday night, but please feel free to attend the meeting and give your input in person as well.

>

> Thank you,

>

> Tina Darrah

> Town Administrator/Clerk

> Town of Fairplay

> 901 Main Street/PO Box 267

> Fairplay, CO 80440

> (719) 836-2622 ext. 102

> www.fairplayco.us

>

> -----Original Message-----

> From: Mtnart <mtnart@unrepentantartist.com>

> Sent: Wednesday, June 16, 2021 10:35 AM

> To: tdarrah@fairplayco.us

> Subject: Front Street Parking

>

> Hello Tina,

>

> The increase of Front Street parking space blocking has gone awry. There are now 5 businesses that block street parking, which likely amounts to more than 5 parking spaces. They are: Ellen's Place, Park Bar, Millonzie's, Mountain Sun Arts and Mountain Essentials.

>

> Since the Covid hoax has been lifted, I strongly suggest that the street seating/eating and late night drunkenness be stopped immediately, for on-street seating.

> Being the most important time of year for non-alcohol businesses on this street, we NEED all the parking spaces available. All on-street vendors MUST stop blocking parking spaces.

>

> We have enough problems getting people on the street only to find that parking is VERY limited. Spots are mostly taken up by bar huggers who park on the street for hours! People drive through and find no parking... they keep on going.

> My own driveway is persistently blocked, many times completely, for hours!

>

> Please consider yellow perpendicular lines on the street. After all the gravel has been swept off the street??

>

> I also suggest that for the weekend of the 26th that the food and alcohol booths the "Town" sets up be done in front of the museum. Not in front of businesses, taking up parking and is unnecessary competition against existing bars.

>

> I understand, Tina, that you may be leaving your post, if not already? If so, Please pass this on to the appropriate person. I wish you well...

>

> Thank you,

> Deb

> Unrepentant Artist

>