

**AGENDA for a Regular Meeting  
of the Board of Trustees of the Town of Fairplay, Colorado  
Monday, March 7, 2022, at 6:00 p.m. at the Fairplay Town Hall Board Room  
901 Main Street, Fairplay Colorado**

**4:30 PM – WORK SESSION**

**Presentation by Hahn Water Resources, LLC and team of the report regarding Recommendations on Treatment Process and Cost for Expanding the Town Water Supply.**

**6:00 PM – REGULAR MEETING**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. CONSENT AGENDA (*The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.*)
  - A. APPROVAL OF MINUTES – February 7, 2022 Regular Meeting.
  - B. APPROVAL OF EXPENDITURES—Approval of bills of various Town funds in the amount of \$50,741.54
- VI. CITIZEN COMMENTS
  - A. Katherine Fitting and Carol Talbert - **Update on South Park Health Service District activities.**
- VII. PUBLIC HEARINGS
  - A. Should the Board Approve a **Retail Liquor License Application from South Park Brewing, LLC dba South Park Brewing for a new Brew Pub Liquor License at 297½ US Highway 285, Fairplay, CO.**
  - B. Should the Board Approve a **Retail Liquor License Application from Casa Sanchez 4, LLC dba Casa Sanchez 4 for a new Hotel & Restaurant Liquor License at 706 Main Street, Fairplay, CO.**
- VIII. NEW BUSINESS
  - A. Should the Board Approve adoption of Resolution No. 8, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH PARK COUNTY AND ALMA FOR E911 TELEPHONE SERVICE.”?**
  - B. Should the Board Approve adoption of Resolution No. 9, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING THE SUMMIT HABITAT FOR HUMANITY SUBDIVISION AND FINAL PLAT AT 521 CASTELLO, FAIRPLAY, CO.”?**
  - C. Should the Board Approve adoption of Resolution No. 10, Series of 2022, entitled, **A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PHOENIX TECHNOLOGY GROUP FOR MANAGED INFORMATION TECHNOLOGY (IT) SERVICES.”?**
  - D. Should the Board Approve an **Amendment to the Professional Services Agreement with Just Be You, Inc. DBA Star Playgrounds granting an extension for the completion of Cohen Park Playground.”?**
- IX. OTHER BUSINESS
  - A. Continued review of and discussion regarding Town of Fairplay Fee Schedule.
- X. BOARD OF TRUSTEE AND STAFF REPORT
- XI. ADJOURNMENT

**Upcoming Meetings/Important Dates**

*Fairplay Board of Trustees Short-term Rental Work Session*  
*Fairplay Board of Trustees Regular Meeting*  
*South Park Chamber of Commerce Mixer – Millonzi’s*  
*Fairplay Board of Trustees Regular Meeting*

*March 14, 2022 @ 5PM*  
*March 21, 2022 @ 6PM*  
*March 22, 2022 @ 4:30 pm*  
*April 4, 2022 @ 6PM*

*This agenda may be amended. Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and on The Town of Fairplay Website ([www.fairplayco.us](http://www.fairplayco.us)) on Friday, March 4, 2022.*

March 4, 2022

**PRELIMINARY**

Donovan Graham  
Public Works Director  
Janell Sciacca  
Town Administrator / Clerk  
PO Box 267  
901 Main Street  
Fairplay, CO 80440

## **Recommendation on Treatment Process and Cost for Expanding the Town Water Supply**

### **Background and Objectives**

*NOTE: the gallery testing had not yet been completed as of the date of this draft report and is awaiting work on the transmission line carrying water from the gallery to the plant. This draft report will be finalized once the testing has been completed. In our discussions with the Town we jointly concluded that the Town would benefit from having our recommendation on the treatment process and our estimate of the cost for the water treatment facility at the earliest date possible, rather than waiting for completion of the testing. The cost information included herein is based on a conservative estimate of yield from the gallery of 120 gallons per minute (gpm) and from Well 4 of 40 gpm. The system we are recommending would operate efficiently at 160 gpm (120+40) however it has the capacity to treat up to 300 gpm. The system is expandable.*

The Town of Fairplay (Town) operates a raw water supply system consisting of three wells, Wells 1, 2, and 3 having a combined capacity of about 145 gallons per minute (gpm) (about 210,000 gallons per day (gpd); about 6.4 million gallons per month) under “average” conditions. This capacity falls to 110 gpm, (about 160,000 gpd, about 4.9 million gallons per month) under condition of extended demand when the wells are required to pump at capacity for extended periods without rest. For comparison, actual water delivered for distribution to the Town as metered at the blockhouse was reportedly as high as 5.8 million gallons per month in the fall of 2018 (SGM, Water System Evaluation, June 2019). There were some concerns raised with respect to the accuracy of the metering, in part by the significant differences observed between the blockhouse metering and the metering of water produced by the wells. These numbers have not been updated to reflect usage in more recent years. Nonetheless, these number suggests there may be limited or no capacity to supply additional demands with the system as presently configured. The Town holds multiple water rights including a very senior right in the amount of 1.0 cubic feet per second (equivalent to about 448 gpm). This water right allows for significant expansion of the Town’s water supply.

The Town has historically relied exclusively on groundwater supplies and simple chlorination. A prior investigation (SGM, 2020) identified seven (7) alternatives for expanding the Town’s water supply. Of these alternatives, most have subsequently been set aside based on cost, uncertainty of success, or the need to re-adjudicate a portion of the Town’s water rights. The remaining alternatives for expanding the supply will require the capacity to treat water sources that are classified as

groundwater under the direct influence of surface water (GWUDI). Those alternatives would involve: 1) re-commissioning the infiltration gallery, and 2) re-activating Well 4. Preliminary testing of the gallery suggested it would be capable of producing at least 120 gpm on a sustained basis. Prior testing of Well 4 indicated it is capable of producing about 40 gpm on a sustained basis. Accordingly, an alternative that involves use of Well 4 combined with activation of the infiltration gallery would yield an additional 160 gpm (230,000 gpd), and more than double the capacity of the Town's potable supply system. Both of these sources (Well 4 and the infiltration gallery) have been determined to be GWUDI. Unlike the water produced by Wells 1, 2, and 3, water from the infiltration gallery and Well 4 would require advanced treatment, such as membrane and / or cartridge filtration along with chlorination.

Prior to committing to this path forward (a water treatment plant construction project) the Town requested that we undertake several tasks to better inform the Town's decision-making, as follows:

1. Follow-up testing of the infiltration gallery to confirm maximum sustainable yield.
2. Confirm the treatment methodology best suited to the Town's needs (low-pressure membranes versus cartridge filters.)
3. Develop reconnaissance-level costs for design and construction of the selected treatment facility.
4. Identify loan and grant opportunities that are available to fund engineering, design, and construction of the permanent plant.

This report was prepared by Bill Hahn of Hahn Water Resources, LLC, Ken Hardesty of Hardesty Engineering and Mapping, LLC, and Ed Duerr of Ed Duerr, Inc., with contributions from Derek Litwiller of Triangle Electric, and consultations with Russ Cook of Mountain Peak Controls, Inc.

## **1. Results of Infiltration Gallery Testing**

The Town has confirmed through testing that the conveyance pipeline connecting the infiltration gallery and the plant is intact. This finding was critical in demonstrating that water can be conveyed from the gallery to the plant without the need for pipeline construction. We recommend additional investigation of the pipeline's integrity as a part of the next phase of work.

Gallery Testing – to be included in final report. Results included in Attachment 1.

## **2. Review of Treatment Alternatives and Recommended Treatment Methodology**

Prior investigations by SGM identified both cartridge filters and low-pressure membranes as viable alternatives for treating water produced by the infiltration gallery and Well 4. The infiltration gallery produces a very high quality water - the gallery produces water from the same aquifer as the Town's existing wells. Accordingly, there is no need to go to the higher levels of treatment that would be provided membrane treatment. Thus, the main concern is meeting State criteria for surface water treatment. Since there are several approved manufacturers who can provide cartridge filter systems, and since the filter runs (the time the filters can be operated before they need to be replaced) would be exceptionally long due to extremely low solids in the raw water, it makes sense to apply cartridge filters for the project design. Cartridge filters are operated on a use and replace basis. In addition to the overall lower cost of a cartridge filter system, the cartridge system does not require backwash of

the system, as required with low-pressure membranes. The backwash system that would be needed for a membrane system could involve significant hurdles in permitting of a backwash pond for temporary holding or infiltration of backwash water, or in the alternative, identifying a means for transferring backwash water to a treatment facility (via hauling or pipeline).

Attachment 2 includes manufacturer's information on the cartridge filtration system as well as the membrane filtration system.

### 3. **Water Treatment Plant (WTP) Design Concepts**

Unfortunately, there are no as-built drawings of the existing plant. In light of this, we developed a set of as-built drawings (Attachment 3) to a level of detail needed to determine possible placement of equipment, metering, and piping, and electrical, and to develop the reconnaissance-level costs for the treatment system.

#### **3.1 Raw Water**

The WTP cartridge filtration upgrade will utilize raw water produced by the infiltration gallery and water produced by Well 4. The discharge piping for Well 4 was re-routed by Town staff and is now tied into the raw water piping from the infiltration gallery. This configuration provides important redundancy in the Town's supply. In effect the Town will operate two fully independent systems: a series of wells producing groundwater and a combined gallery and well producing groundwater that, because of its classification (GWUDI), is treated independently of Wells 1, 2, and 3. As described earlier in this report, for purposes of developing design concepts we have proceeded on the basis that combined production from the gallery and Well 4 will be 160 gpm.

#### **3.2 Process**

Cartridge filters, with a maximum operating capacity of approximately 300 GPM, are proposed, as approved by the State CDPHE. It is likely, based on CDPHE guidelines, manufacturer recommendations and available water quality data, that roughing pre-filtration will be required prior to the final cartridge filtration. Roughing pre-filtration can be used to meet CDPHE turbidity requirements if testing shows higher than acceptable turbidity. Final filtration will likely be achieved through two cartridge filtration units, with a capped connection for a third filtration unit. Flow pacing the post-filtration chlorine system would be required to maintain a consistent disinfection residual.

Performance monitoring would include turbidity on effluent from each cartridge filter unit and the combined effluent from all filter units as well as differential pressure testing on each filter unit.

#### **3.3 Civil, Structural, Piping Elements**

Although the 18-inch supply pipeline from the infiltration gallery has been tested and shown to be capable of conveying water to the plant, its condition is unknown. We propose a camera



survey of the pipeline to provide an assessment of the pipe condition and to guide the repair process, if necessary. Based on anecdotal information regarding past observed discharge from the supply pipeline, it appears that there is not enough pressure at the downstream end of the supply pipeline to operate the proposed cartridge filters from gravity flow alone. Centrifugal suction pumping will be required at the WTP in order to provide sufficient pressure to overcome the pressure drop across the filter membranes and still have adequate outlet pressure to discharge the treated water to the local buried water tank.

The existing class 52 ductile-iron (DI) pipe in the WTP will be demolished as necessary and new DI pipe will be installed and connected to the existing DI pipe in the lower level of the WTP building. Two centrifugal suction pumps, installed in parallel (one redundant pump as required by CDPHE), will be installed to provide the necessary pressure at the cartridge filter intakes. Butterfly valves will be installed for isolation of the cartridge filters and throttling of flows. Effluent will be piped to the south portion of the WTP and will connect to the existing DI pipe in the south portion of the lower level.

The filter cartridge housings will be installed on the upper level of the WTP building. A likely configuration would include two roughing pre-filtration units, followed by two cartridge filtration units (capacity up to 300 gpm) with a blind flange connection provided for a third future unit. Sampling taps will be required both on the influent and effluent for each filter unit. Steel grating or other structural platform capable of supporting the filter units will be installed over the wet-well bays to provide a platform for the filter cartridge housings and piping.

### **3.4 Electrical**

Whereas membrane filtration requires three-phase power, or phase conversion, cartridge filtration requires single phase power and can utilize the existing electrical service at the WTP. This significantly reduces the cost and effort to supply power to the WTP upgrade project. Electrical requirements for the WTP cartridge filtration upgrade would include wiring for the suction pumps and motorized actuators. Major elements of the electrical improvements are listed in Attachment 4.

### **3.5 Instrumentation and Controls**

The cartridge filters are designed to operate up to a maximum pressure drop across the filters of 30 psi. CDPHE requirements state that pressure and flow will be monitored at the intake and outlet of each cartridge filter housing. Notifications will be sent to operating staff when the pressure drop reaches the designated value indicating the filters need replacing. Throttling valves will also operate automatically to control the amount of flow into the cartridge filter housings.

Remote monitoring and operation of the system can also be achieved, allowing Town operators to monitor and operate the facility from a workstation at the Town offices in Fairplay. Remote acquisition of critical, real-time treatment data can also be sent to operators' cell phones.

**3.6 Other Improvements**

The improvements identified herein are primarily those associated with the design and construction of a cartridge-based water treatment system. In the course of our discussions with Town operations personnel we identified other optional improvements that would streamline plant operations and generally increase the reliability of the raw/treated water system. We have not included these optional improvements in our estimate of probable construction costs. These are listed in the following table:

| Other Optional Improvements   |   |
|-------------------------------|---|
| Item                          | Remarks   |
| Chlorine feed for wells       | Automate so that feed rate matches variable rates of flow   |
| Well operations               | Allow for independent operation of Wells 1,2, and 3. At present, all wells on and off simultaneously. Install variable frequency drives on all wells.                           |
| Back-up power supply          | Determine adequacy of back-up power supply in light of new facility loads.  |
| SCADA                         | Upgrades to SCADA to allow remote monitoring and control of wells, gallery, and plant   |
| Power supply to Well 1        | Apparent issues with power supply to Well 1 (pump fails to produce at design flow rates).   |
| Water level monitoring Well 1 | Install water level monitoring instrument (pressure transducer) capable of transmitting data whether well is on or off. Will need to partially pull pump to install instrument. |
| Building Drain Investigation  | Determine status of building floor drains: identify outlet, capacity, etc. Determine conformity to CDPHE requirements for building drains.                                      |
| House Water & H&S Needs       | Determine adequacy of house water lines and accessibility (sinks, hose bibs, etc.). Add H&S shower and eye wash in basement.  |

**4. Opinion of Probable Construction Cost (OPCC)**

Our opinion of the cost for design and construction of the cartridge filtration system expansion will be approximately \$570,000. This cost estimate generally follows the AACE Guidelines of a Class 4 Cost Estimate, developed using quotes from vendors, estimates from past similar projects and costs from 2021 RS Means construction estimating software, having an estimated range of uncertainty of +/-40%. These costs include work in the plant as well as minor improvements to the infiltration gallery (fencing, concrete apron, breather pipe, butterfly valve) and minor improvements to Well 4 (concrete pad, fencing, modifications to the pitless adapter), The cost includes a 20-percent contingency that covers unknown design and construction items, reflecting our feasibility level of effort. This contingency will decrease as the design of the project progresses to a final design.

A comparative OPCC for a membrane plant was also developed and is included as an attachment to this memorandum. Our opinion of the cost for design and construction of the XP membrane plant system expansion is approximately \$1,800,000. This estimate was developed using quotes from vendors, estimates from past similar projects and costs from 2021 RS Means construction estimating software. The cost includes a 20-percent contingency that covers unknown design and construction items, reflecting our feasibility level of effort.

The OPCC we have provided above does not include any contingencies or measures intended to predict the uncertainties of the current economy. Specific to the WTP project, the construction industry is currently experiencing an unprecedented mix of steeply rising materials prices, snarled supply chains, and staffing difficulties that has made it challenging to provide opinions of cost that can be used by municipalities to accurately fund projects. As a result, municipalities should be aware of the current high costs in the construction industry, and they should also set realistic expectations of the likelihood of cost increases.

Attachment 5 includes summary tables of the OPCC for the cartridge filtration (5a) and the membrane filtration (5b) alternatives.

## **5. Permitting**

Permitting requirements for cartridge filters will be minimal, and since the existing facilities will house the proposed processes, there should be minimal impact on project feasibility and project costs. The proposed system would be based on CDPHE approved cartridge filter systems.

## **6. Grants and/or Loans**

In general, most municipalities find that there are two viable options for low-interest loan financing of Water Treatment Plant upgrades – USDA Rural Development Water & Waste Loan Program and the CDPHE State Revolving Fund (SRF) (Attachment 6).

Based on the Town's preferred schedule, applicable loan and grant funding can be identified that would be applicable to the Town to fund engineering, design, and/or construction of the water treatment facility. Also, there are potential new sources of funding that may become available through stimulus and infrastructure programs on both the state and federal levels. If those are made available during the drafting of this report, they will be included. Supplemental information that may be required would include project needs assessment (PNA) and environmental assessments.

## **7. Scheduling**

If the Town desires to move toward immediate project implementation, there are two critical steps that must be completed as soon as possible: 1) Begin the loan/grant application process if the Town will be pursuing grants or loans and 2) begin raw water analysis for justification of the cartridge design.

1. If the Town will not be self-funding this project through water tap fees or other financial avenues, then the Town should immediately begin the grant/loan application process through either USDA and/or the SRF. The Town has already completed the eligibility survey, which is the first step in the SRF loan/grant program. The next step in the SRF application process

is to complete the Prequalification form and attend a meeting with a state Division Project Manager to discuss the loan qualification process.

2. Before any design of the WTP cartridge filtration upgrade can be initiated, CDPHE requires an evaluation to determine if cartridge filtration is an acceptable filter treatment process. Three options are available to satisfy this requirement: submitting turbidity test results, conducting a pilot/demonstration study, or conducting a particulate removal study. We recommend that the Town select the turbidity sampling option for confirming the cartridge filtration design alternative as an acceptable treatment process. CDPHE requires weekly test submittals between March and June to confirm results during the high runoff season.

Attachment 5 contains information on the SRF loan program.

## **8. Conclusions**

The Town of Fairplay has the ability to supply between 110 gpm (160,000 gallons per day) and 145 gpm (210,000 gallons per day) on a sustained basis through their existing Wells 1, 2, and 3. The Town has consistently met the day-to-day potable demands of the community but has little or no capacity to take on additional demands. The Town owns a senior water right in the amount of 1 cubic foot per second (448 gpm or about 645,000 gallons per day) that would allow for significant expansion of their supply.

The Town has two unused facilities capable of adding capacity to their system, namely an infiltration gallery and Well 4. Testing of these facilities shows they have a combined sustained yield of about 160 gpm (230,000 gpd). Both facilities are considered by CDPHE to be GWUDI and would therefore require treatment prior to discharge to the Town's potable system.

Prior investigation by SGM concluded that water from these facilities could be treated by low-pressure membrane filtration or cartridge filtration. SGM estimated the cost of these alternatives would be in the range of \$0.5 million to \$1.5 million.

Our investigation concluded that treatment using cartridge filters provides an efficient, cost-effective solution. Testing of the source raw water will be required to confirm the cartridge filtration as an acceptable treatment option through CDPHE. Based on this conclusion, we advanced the design concept to a level needed to develop an estimate of costs for design and construction of a treatment facility capable of treating the equivalent of 300 gpm (about 430,000 gallons per day). The treatment facility would be housed in the existing building where water from the existing wells is combined, treated, and stored. We prepared "as-built" drawings of the building's interior to facilitate layout planning, routing of piping, placement of pumps, meters, etc. and need for structural modifications (see Attachment 4)

We estimate the cost for design and construction of the system expansion will be about \$570,000. The SRF funding process is estimated to take about 8 to 12 months. Facilities design could be done concurrent with this process. The CDPHE approval process is likely to require about 2 to 4 months. We estimate construction will take about 6 to 8 months. Thus, the entire process concluding with a functioning plant estimated to take about 16 to 24 months.

**9. Recommendations**

We recommend the Town move forward with the design of an expanded potable supply system as generally describe herein, based on a cartridge filtration treatment process. This system is capable of more than doubling the Town's existing capacity to supply potable water. One of the initial steps in this next phase of work should include follow-up testing of the integrity of the pipeline connecting the infiltration gallery and the plant. This testing should include a video survey and pressure testing of the line.

We appreciate this opportunity to be of service to you. Please feel free to contact us if you have any questions. We stand ready to assist you in taking this project through design, construction, and operation.

Sincerely,

William F. Hahn, P.G.

Ken Hardesty, P.E.

Ed Duerr, P.E.

**Attachments:**

Attachment 1: Results of Infiltration Gallery Testing (to be provided)

Attachment 2: Manufacturer Information on Filtration Systems

Attachment 3: WTP As-built Drawings

Attachment 4: Major Elements of Electrical Upgrade

Attachment 5: Tables of Opinion of Probable Construction Costs

Attachment 6: SRF Loan Program Information

**Attachment 1: Results of Infiltration Gallery Testing (to be provided)**



**Attachment 2: Manufacturers' Information on Filtration Systems**

## Pleated Microglass Cartridges

**Meets Long Term 2 (LT2) Requirements for Ground Water Under Direct Influence of Surface Water (GWUDI)**

**Certified: NSF/ANSI Standard 61**

Drinking Water System Components - Health Effects

High flow capability  
Low initial pressure drop  
Lower overall operating cost  
Increased contaminant removal  
Longer filter runs for fewer change-outs

### Features

- ▶ NSF-61 Listed filter media removes cyst-sized particles for safe, cyst-free drinking water
- ▶ Pleated microfiber media provides more surface area for longer filter life and increased particle removal
- ▶ Patented Dual Durometer end caps ensure positive end cap sealing
- ▶ End caps, center tubes and media are thermally bonded as one integral component for added strength and to provide superior end sealing
- ▶ 120 sq. ft. media (surface area) in a single cartridge design
- ▶ FDA Listed Materials: Manufactured from materials which are listed for food contact applications in Title 21 of the U.S. Code of Federal Regulations



**Pleated Microglass Cartridges**

### Applications

- ▶ Surface Water Treatment Rule (SWTR) LT2
- ▶ Ground Water Under Direct Influence (GWUDI)
- ▶ Municipal Drinking Water
- ▶ Reverse Osmosis Pre-filtration
- ▶ Food & Beverage Filtration
- ▶ Desalination Pre-filtration
- ▶ Commercial/Residential Drinking Water
- ▶ Marine/Aquatic Filtration



**Specifications**

- ▶ Filter Media: FDA borosilicate microglass with acrylic binder
- ▶ Support Media: spun-bonded polyester laminated on both upstream and downstream sides
- ▶ Center Tubes: rigid PVC with perforations
- ▶ End Caps: plastisol (pliable PVC)
- ▶ Shrink Wrap: standard on HC/170-LT2 cartridge
- ▶ Dimensions: 7-3/4" O.D.; 4" I.D.; 30-3/4" L.
- ▶ Flow Rate: 100 GPM (recommended) per HC/170-LT2 cartridge; > 3.6 Log removal
- ▶ Temperature: 140°F (60°C) max\*  
\* Temperature limits vary and depend on pressure and time under load.
- ▶ Change Out: 25-30 PSI (1.72-2.07 Bar) ΔP
- ▶ Surface Area: 120 sq. ft. (HC/170-LT2)
- ▶ pH: 3 to 11

**INDEPENDENT LAB VALIDATED**

To verify the performance of the Harmsco LT2 cartridge and NSF filter housing, IBR, a highly respected independent testing facility, was selected to conduct a challenge test outlined in the LT2 ESWTR Toolbox Guidance Manual 8.4.1. This defines the maximum challenge particulate based on detection limit and acceptable cryptosporidium surrogate...2 microns in this test. The "terminal" pressure drop was determined by Harmsco to be 30 psi. The Harmsco LT2 cartridge was tested in a single-pass challenge test at 3 points...after initial flushing, at 15 psi differential, and again at 30 psi differential.

| <b>Results of Challenge Test</b>    |             |
|-------------------------------------|-------------|
| Using 2-micron surrogate beads.     |             |
| Sample Point                        | Log Removal |
| Initial Efficiency                  | 3.6         |
| 50% Terminal Pressure Drop: 15 psi  | 3.8         |
| 100% Terminal Pressure Drop: 30 psi | 3.7         |

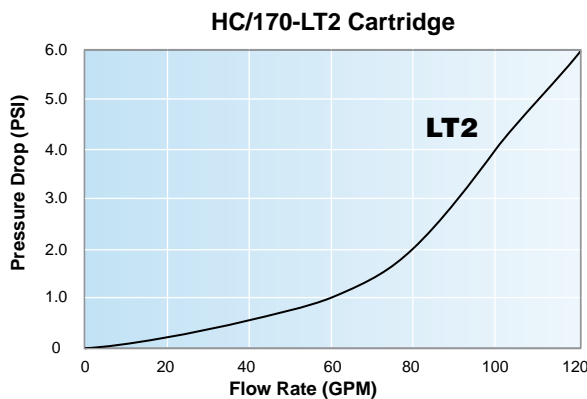
**Cartridge Selection/Sizing Guide**

| Product Code  | Pleated Media Area (sq. ft.) | Length (in.) | O.D. (in.) | I.D. (in.) | Recommended Flow Rate (gpm) for > 3.6 log removal |
|---|------------------------------|--------------|------------|------------|---|
| <b>LT2 Pleated Microglass Cartridges</b> - Packed one cartridge per case. |                              |              |            |            |   |
| HC/170-LT2  | 120                          | 30-3/4       | 7-3/4      | 4          | 100   |

Meets the Challenge Test Method defined in the LT2 ESWTR Tool Box Guidance Manual 8.4.1

**Low Pressure Drop**

Initial pressure drop using HC/170-LT2 cartridges is exceptionally low due to our pleated design and increased surface area. Pressure drop data is shown below, calculated for new cartridges in clear water.



**LT2 End Cap**

Genuine Harmsco® NSF Listed LT2 cartridges come standard with patented dual durometer end caps to ensure positive sealing.

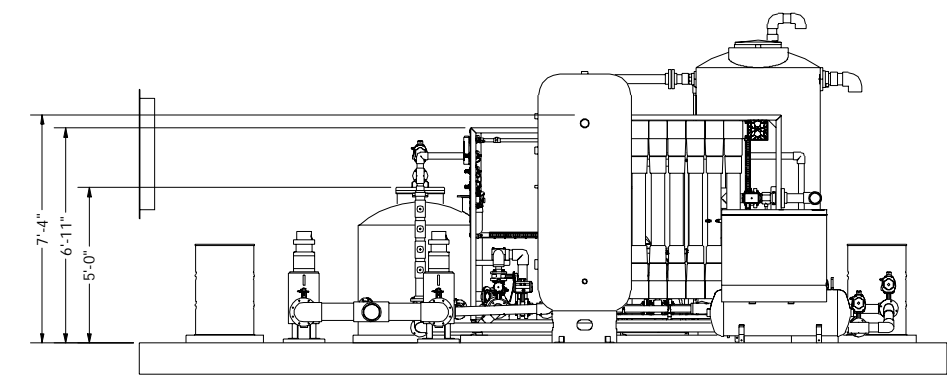
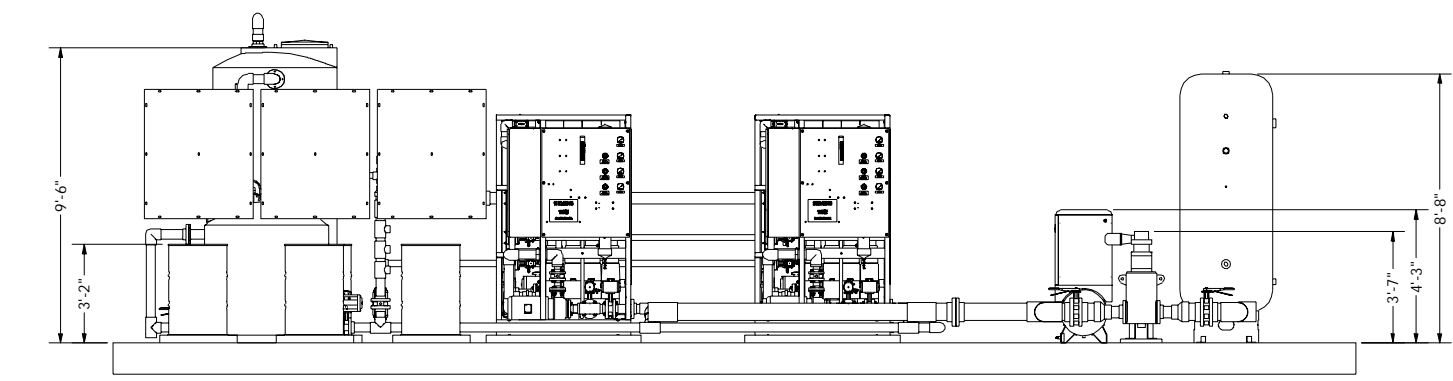
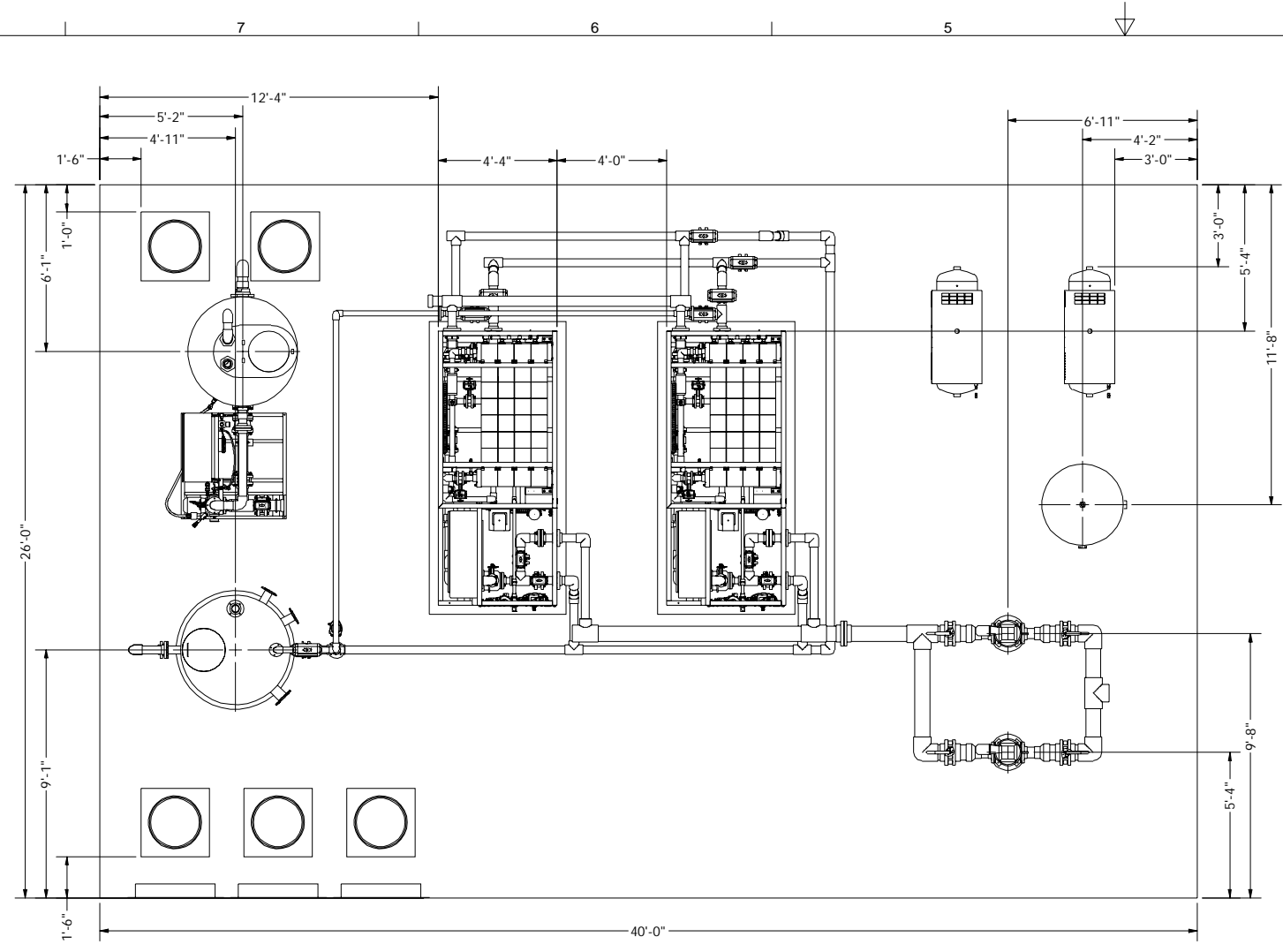


**Note:** This publication is to be used as a guide. The data within has been obtained from many sources and is considered to be accurate. Harmsco does not assume liability for the accuracy and/or completeness of this data. Changes to the data can be made without notification. Temperature, Pressure, Flow Rates, Differential Pressures, Chemical Combinations and other unknown factors can affect performance in unknown ways. **Limited Warranty:** Harmsco warrants their products to be free of material and workmanship defects. Determination of suitability of Harmsco products for uses and applications contemplated by Buyer shall be the sole responsibility of Buyer. The end user/installer/buyer shall be liable for the product's performance and suitability regarding their specific intended applications. End users should perform their own tests to determine suitability for each application.









**PRELIMINARY**  
NOT FOR CONSTRUCTION

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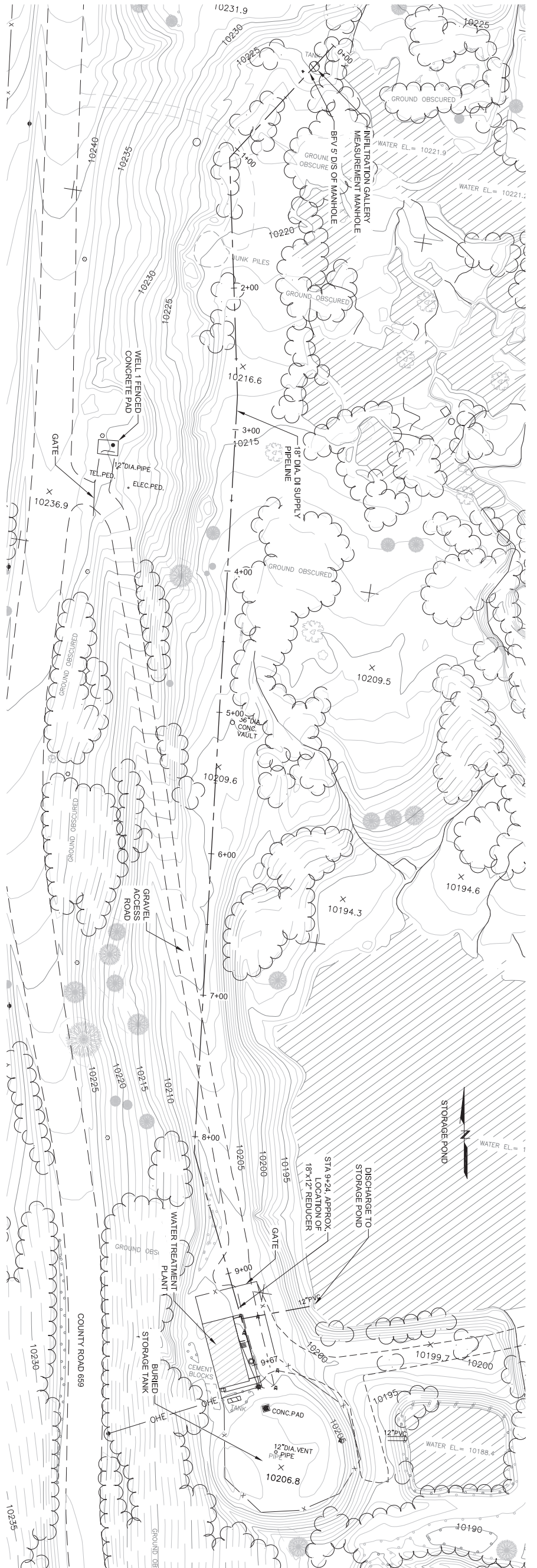
|   |               |  |
|---|---------------|--|
| DRAWN   | DATE          | TITLE  |
| SML   | 5/20/2011     | GENERAL ARRANGEMENT<br>MEMCOR 2 X 24XP   |
| CHECKED   | DATE          | CLIENT<br>MEMCOR STANDARD  |
| SJT   | 5/20/2011     |  |
| APPROVED  | DATE          |  |
| SJT   | 5/20/2011     |  |
|   |               | U.S.A.<br>55 TECHNOLOGY DRIVE, SUITE 201<br>LOWELL,<br>MA 01851-5203<br>1-800-636-2674 (1-800-MEMCOR4) |
| AUSTRALIA<br>1 MEMTEC PARKWAY,<br>SOUTH WINDSOR,<br>NSW 2756<br>TEL +61 (0) 2 4577 6800 |               | U.K.<br>OUTRAMS WHARF,<br>LITTLE EATON,<br>DERBY, ENGLAND, DE21 5EL<br>TEL +44 (0) 1332 387300         |
| PROJECT   | DRAWING       | SHEET  |
| 920077  | 9200770541-GA | 2 OF 2   |
| SCALE   | NONE          | STATUS   |
|   |               | A  |

**Attachment 3: WTP As-Built Drawings**

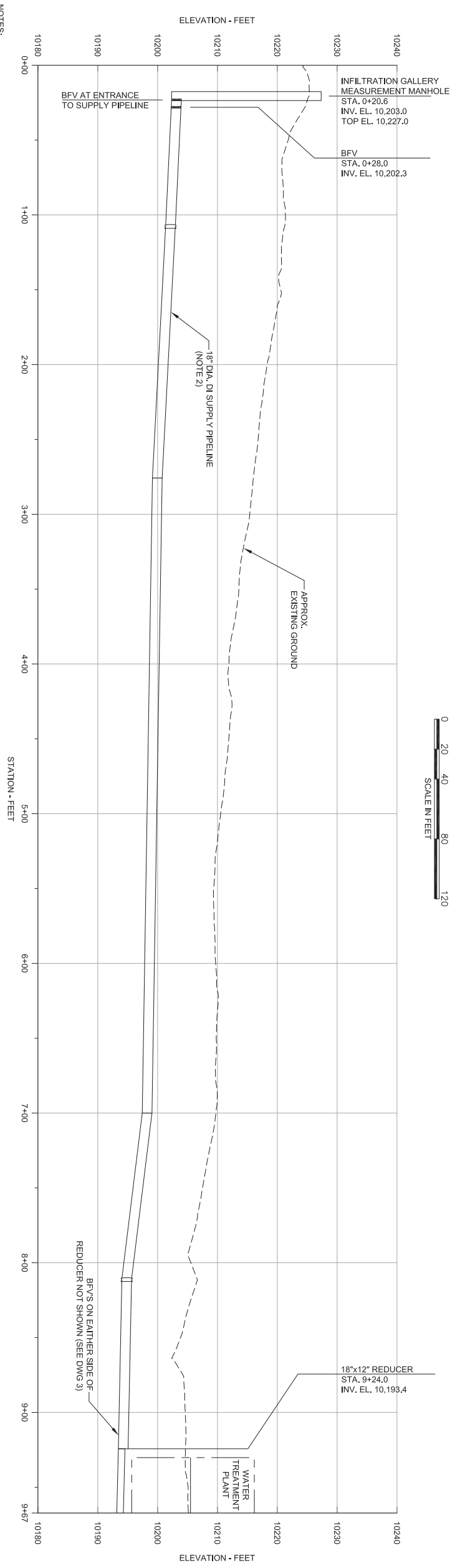






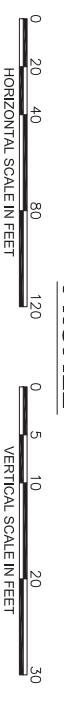


**PLAN**



**PROFILE**

- NOTES:
1. BASE MAP SURVEYED BY THOMAS L. BURNETT SURVEYING LLC, 07-13-2006. AERIAL SURVEY CONDUCTED BY NORTH AMERICAN MAPPING.
  2. PLAN AND PROFILE OF SUPPLY PIPELINE IS APPROXIMATE AND IS BASED AS-BUILT DRAWINGS BY LADD ENGINEERING, 1985.



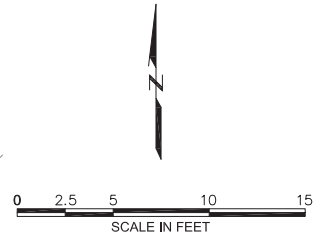
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| PROJECT NO.<br>PROJECT 21-04      | WATER TREATMENT PLANT AS-BUILT                        |  | NO. | DATE | ISSUE/REVISION | DRN | CHK | APP |
|                                   | INFILTRATION GALLERY SUPPLY PIPELINE PLAN AND PROFILE |  |     |      |                |     |     |     |
| DWG. NO.<br><b>2</b>              |   |  |     |      |                |     |     |     |
| SHEET NO.<br><b>2</b> OF <b>9</b> |   |  |     |      |                |     |     |     |

**TOWN OF FAIRPLAY**  
901 MAIN ST / P.O. BOX 267  
FAIRPLAY, CO 80440

**HAHN WATER RESOURCES / ED DUERR, INC.**  
**HARDESTY ENGINEERING & MAPPING LLC**

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- NOTES:**
1. BASE MAP SURVEYED BY THOMAS L. BURNETT SURVEYING LLC, 07-13-2006. AERIAL SURVEY CONDUCTED BY NORTH AMERICAN MAPPING. LOCATIONS OF SOME EXISTING FEATURES MAY NOT BE ACCURATE AND SHOULD BE FIELD VERIFIED.
  2. LOCATION OF SUPPLY PIPELINE IS APPROXIMATE AND IS BASED AS-BUILT DRAWINGS BY LADD ENGINEERING, 1985.

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TOWN OF FAIRPLAY  
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FAIRPLAY, CO 80440

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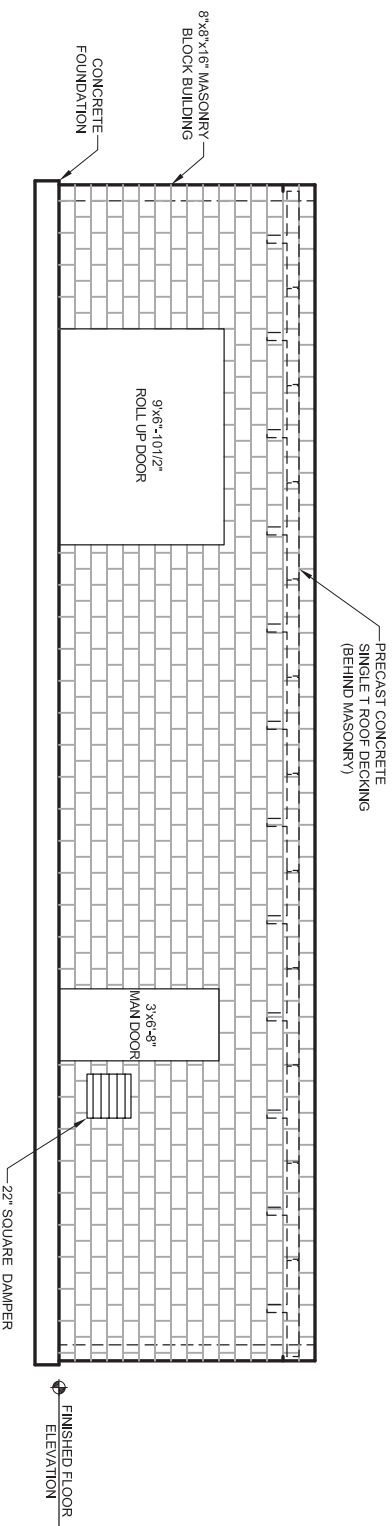
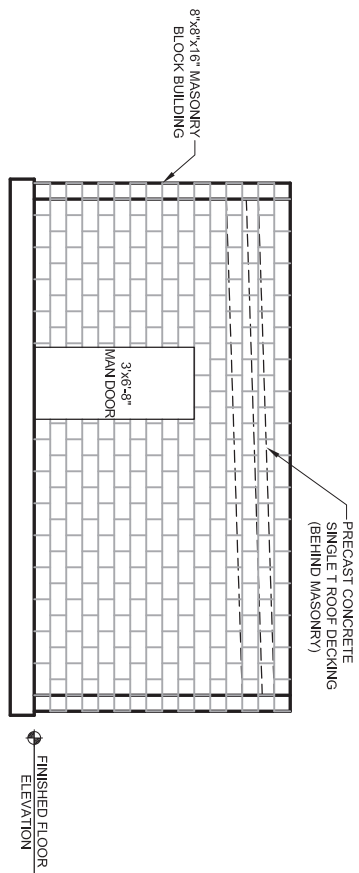
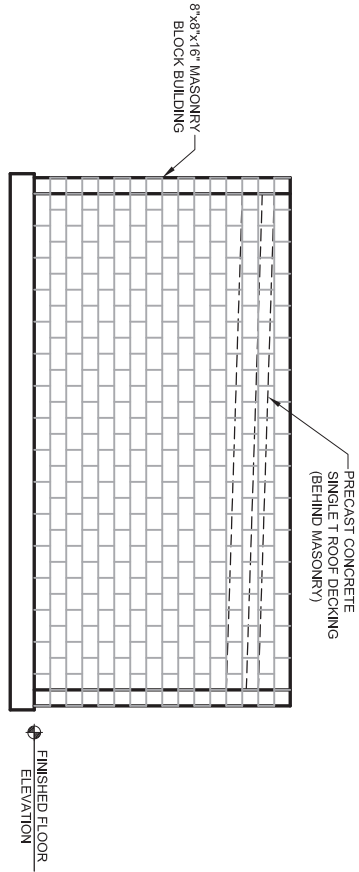
WATER TREATMENT PLANT  
AS-BUILT

WATER TREATMENT PLANT  
SITE PLAN

PROJECT NO.  
PROJECT 21-04

DWG. NO.  
**3**

SHEET NO.  
**3** OF **9**



|                              |  |
|------------------------------|--|
| PROJECT NO.<br>PROJECT 21-04 | WATER TREATMENT PLANT<br>AS-BUILT            |
|                              | WATER TREATMENT PLANT<br>EXTERIOR ELEVATIONS |
| DWG. NO.<br>4                |  |
| SHEET NO.<br>4 OF 9          |  |

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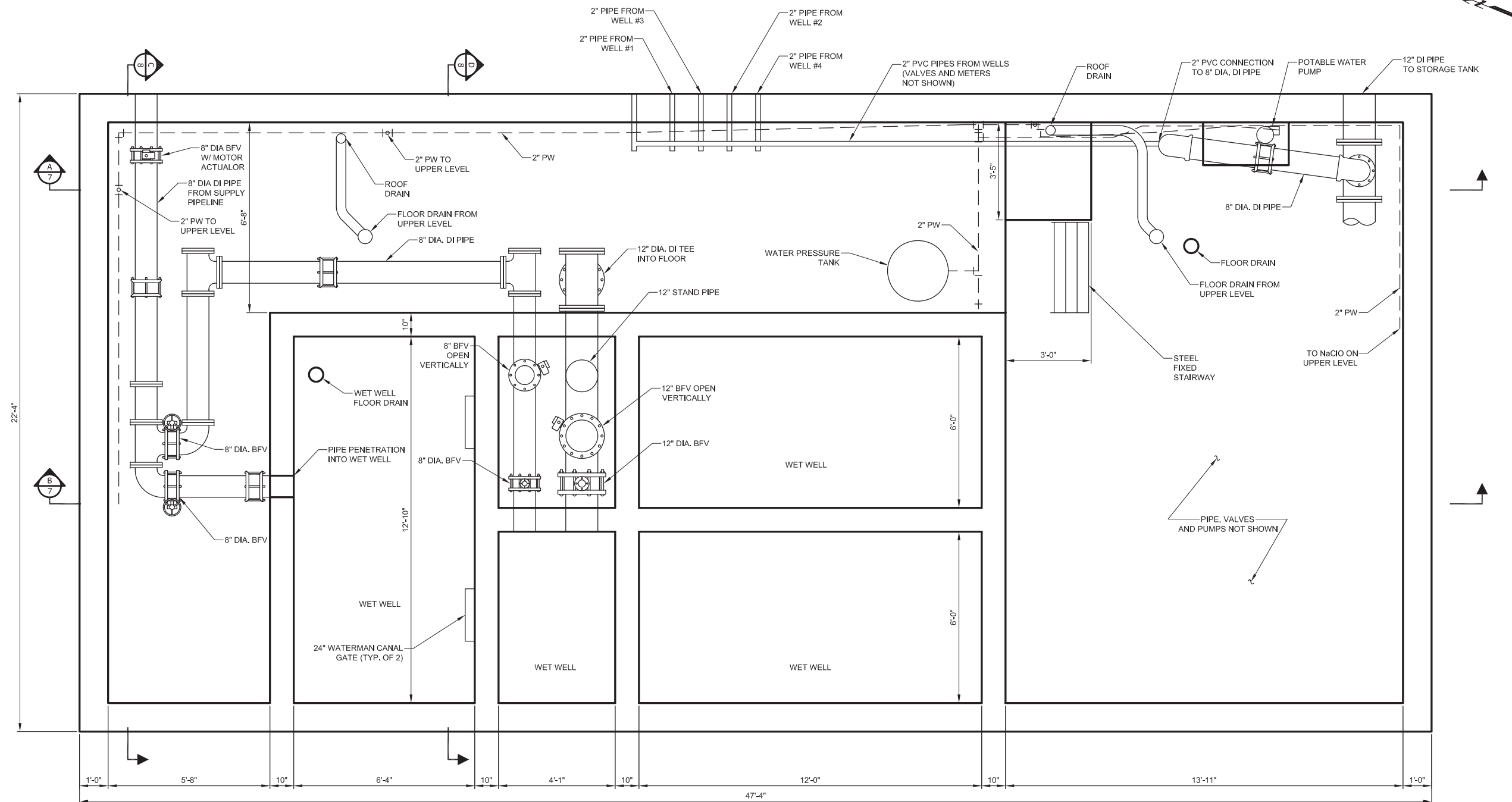
**TOWN OF FAIRPLAY**  
901 MAIN ST / P.O. BOX 267  
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**PLAN**  
**LOWER LEVEL**  
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SCALE: 1/2" = 1'-0"

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TOWN OF FAIRPLAY  
901 MAIN ST / P.O. BOX 267  
FAIRPLAY, CO 80440

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WATER TREATMENT PLANT  
AS-BUILT

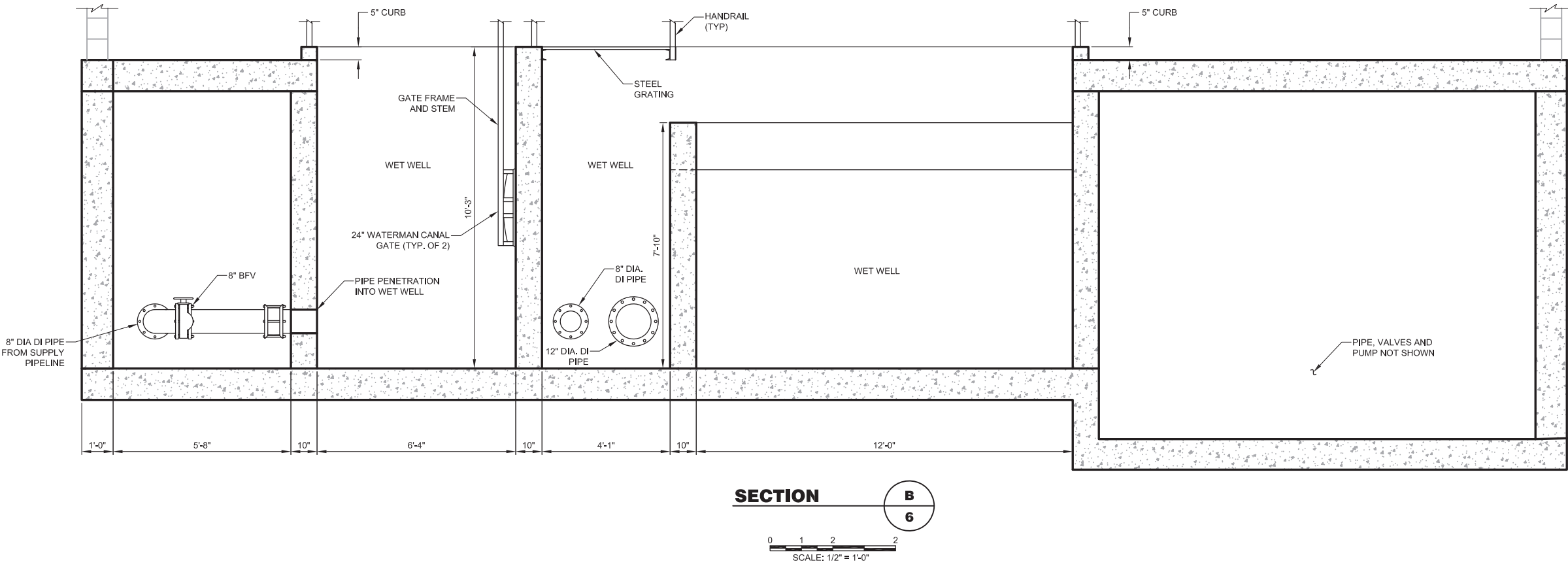
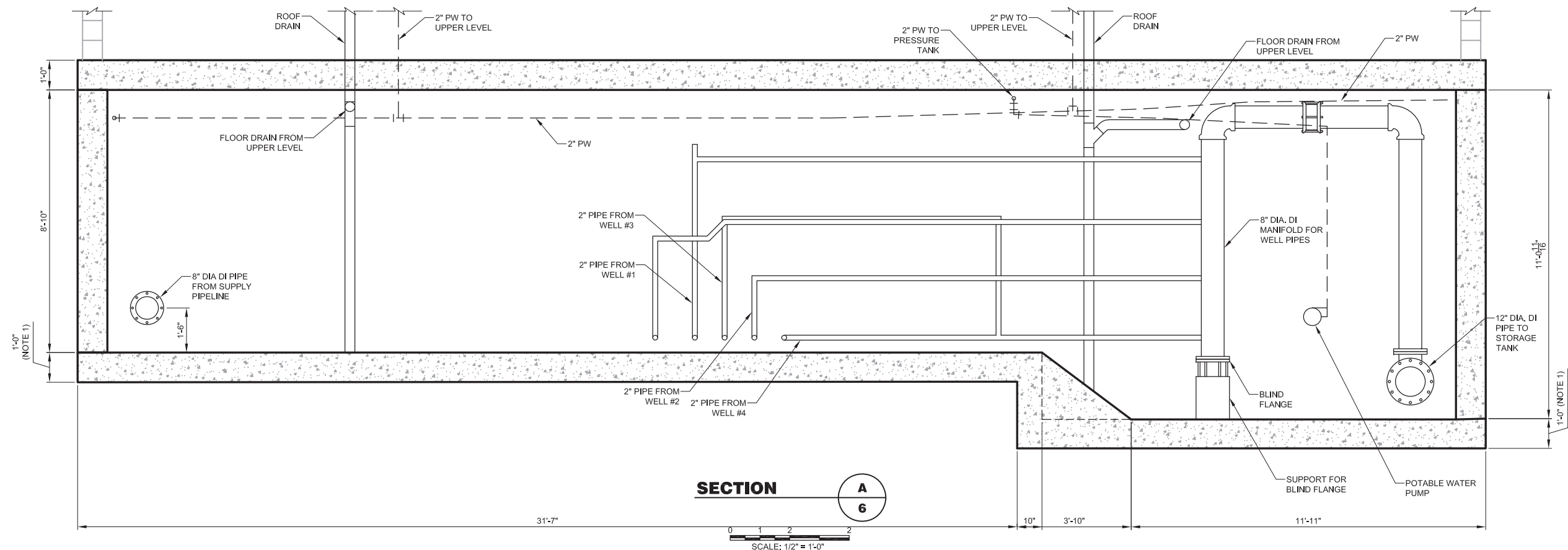
WATER TREATMENT PLANT  
FLOOR PLAN - LOWER LEVEL

PROJECT NO.  
PROJECT 21-04

DWG. NO.  
**6**

SHEET NO.  
**6** OF **9**





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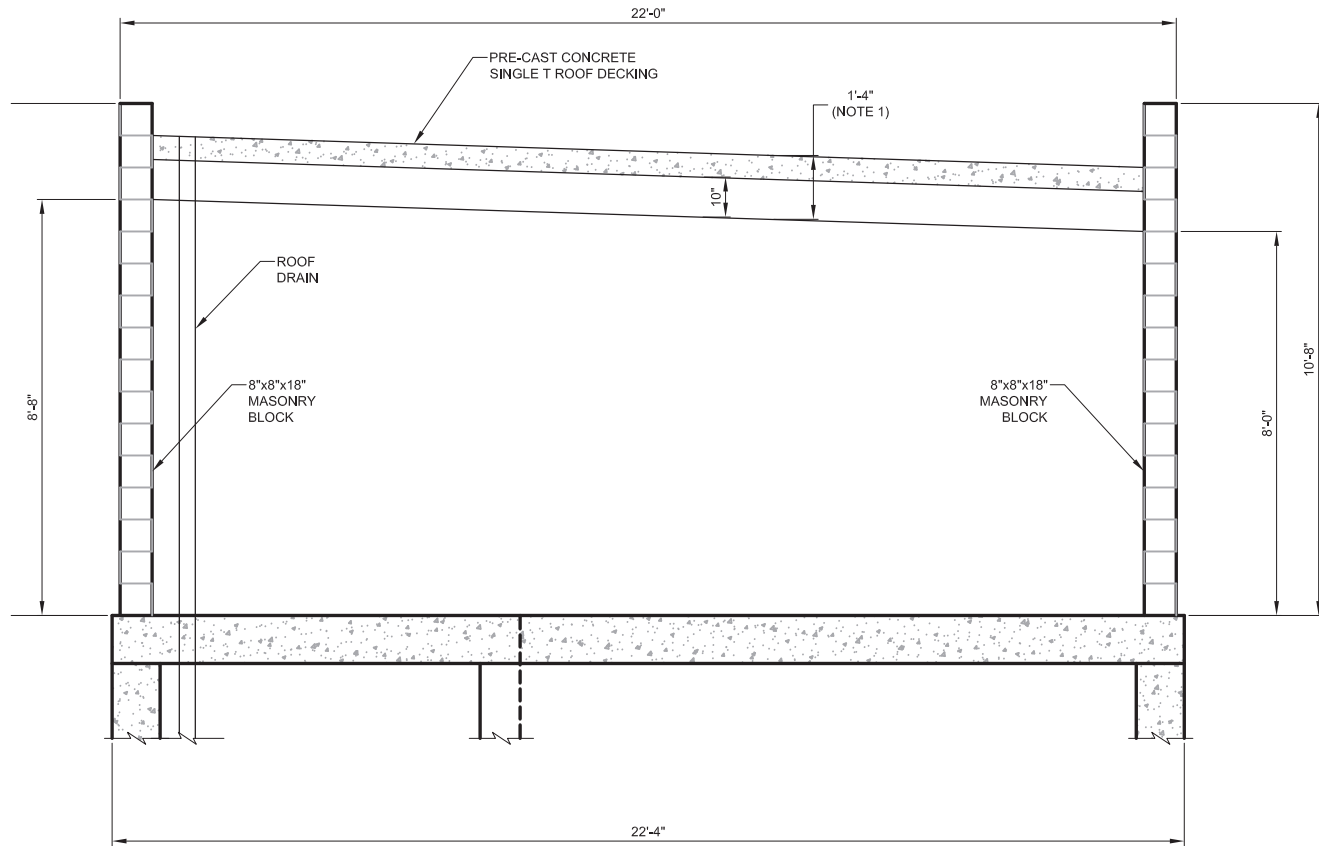
TOWN OF FAIRPLAY  
 901 MAIN ST / P.O. BOX 267  
 FAIRPLAY, CO 80440

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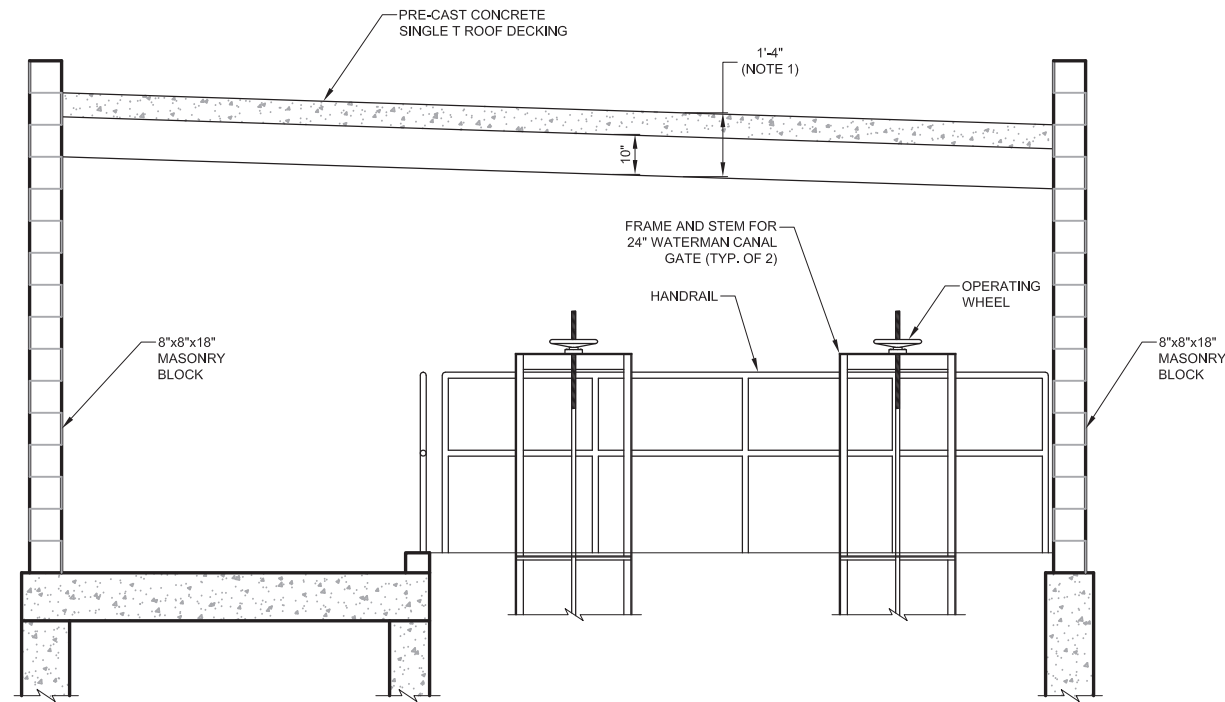
WATER TREATMENT PLANT AS-BUILT  
 WATER TREATMENT PLANT CROSS-SECTIONS (SHEET 1 OF 2)

PROJECT NO. PROJECT 21-04  
 DWG. NO. 7  
 SHEET NO. 7 OF 9

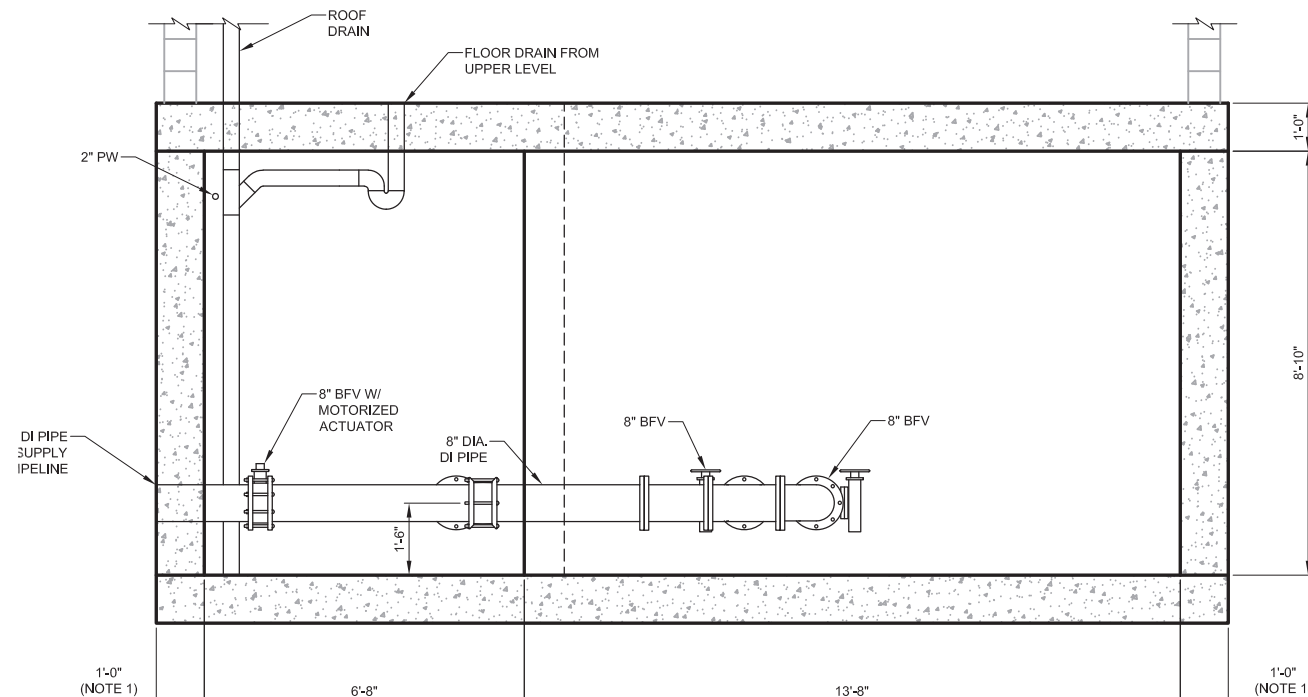
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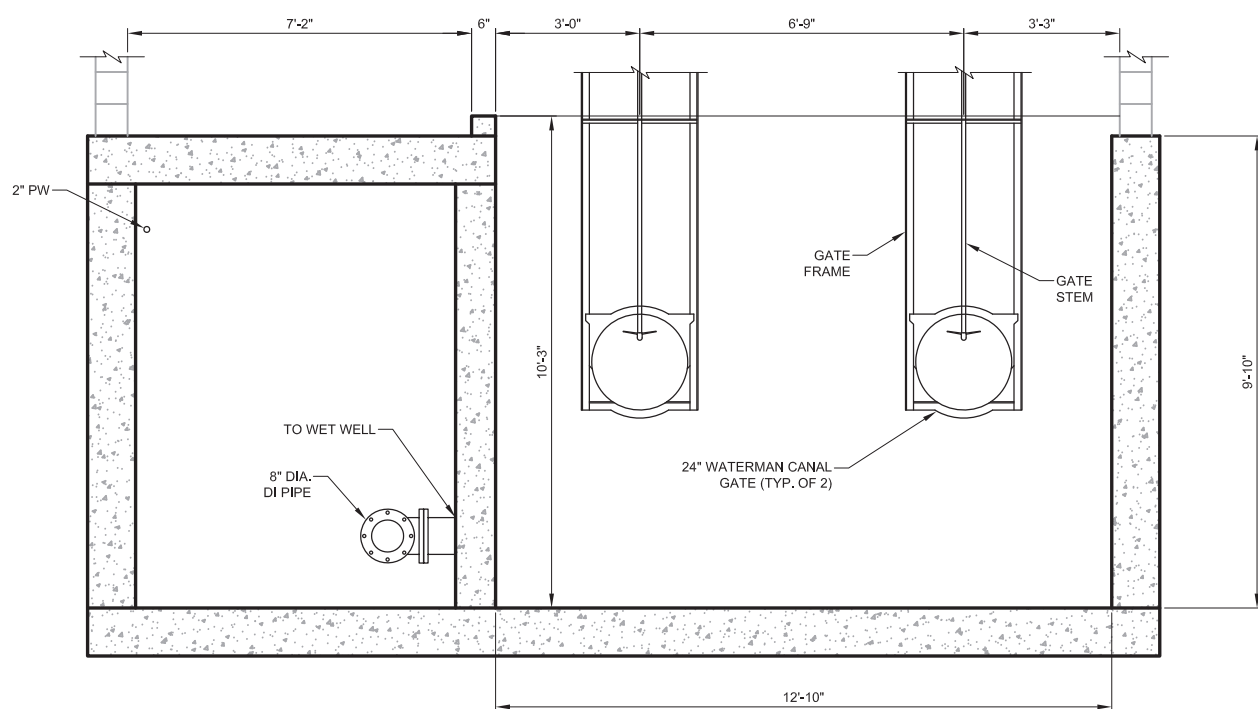
**SECTION C**  
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SCALE: 1/2" = 1'-0"



**SECTION D**  
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SCALE: 1/2" = 1'-0"



**SECTION C**  
6  
SCALE: 1/2" = 1'-0"



**SECTION D**  
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Hahn Water Resources /  
ED Duerr, Inc.  
Hardesty Engineering &  
Mapping LLC  
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Town of Fairplay  
901 Main St / P.O. Box 267  
Fairplay, CO 80440

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WATER TREATMENT PLANT  
AS-BUILT  
WATER TREATMENT PLANT  
CROSS-SECTIONS  
(SHEET 2 OF 2)

PROJECT NO.  
PROJECT #####  
DWG. NO.  
8  
SHEET NO.  
8 OF 9



**Attachment 4**  
**Beaver Creek Water Treatment Facilities Design and Construction**  
**Triangle Electric**  
**Preliminary Scope of Work**

**January 2022**

Preliminary Scope of Work for Planning-Level Estimate of Cost for Construction:

- Electrical Permit
- 1-Year Warranty
- Submittals
- Electrical Engineering – One Line Drawing
- Field Conduit and Wire
- GRC Conduit Throughout
- Field Installations and Terminations
- One (1) 1-inch Conduit to Each Filter Cartridge for Flow and Pressure Sensors
- Power and Controls to Each Electric Valve Actuator
- Power to Two (2) Suction Pumps
- All New Circuits Run from Existing Panelboards
- Installation and Wiring of New Control Panel (supplied by others)
- Grounding and Bonding
- Start-up and Commissioning Support

**Town of Fairplay  
Attachment 5a  
Opinions of Probable Construction Costs for Water Treatment Facility Improvements  
Cartridge Filter Option**

| Item No   | Description                             | Quantity | Units | Unit Cost | Subtotal         |
|---|---|----------|-------|-----------|------------------|
| 1   | Heating & ventilation                   | 1        | LS    | \$ 6,000  | \$6,000          |
| 2   | Interior piping, fittings, valves       | 1        | LS    | \$ 42,000 | \$42,000         |
| 3   | Site piping, fittings, valves           | 1        | LS    | \$ 25,000 | \$25,000         |
| 4   | Meter Equipment                         | 1        | EA    | \$ 15,000 | \$15,000         |
| 5   | Filter equipment delivered to site      | 1        | LS    | \$ 51,000 | \$51,000         |
| 6   | Installation of filter equipment        | 1        | LS    | \$ 25,000 | \$25,000         |
| 7   | Chemical systems                        | 1        | LS    | \$ 15,000 | \$15,000         |
| 8   | Monitoring equipment (turb. Cl, pH)     | 1        | LS    | \$ 52,000 | \$52,000         |
| 9   | House water system & safety shower      | 1        | LS    | \$ 25,000 | \$25,000         |
| 10  | Improvements in plant, gallery and Well | 1        | LS    | \$ 47,000 | \$47,000         |
| 11  | Demolition, piping                      | 1        | LS    | \$ 5,000  | \$5,000          |
| 12  | Electrical & Instrumentation            | 1        | LS    | \$ 28,000 | \$28,000         |
| 13  | Construction Inspection                 | 1        | LS    | \$ 30,000 | \$30,000         |
| <b>Base Construction Subtotal (BCS)</b>         |   |          |       |           | <b>\$366,000</b> |
| Mobilization, Bonds, Insurance (4.0% of BCS)    |   |          |       |           | \$15,000         |
| Contingencies (20% of BCS + Mobilization)       |   |          |       |           | \$76,000         |
| <b>Direct Construction Subtotal (DCS)</b>       |   |          |       |           | <b>\$457,000</b> |
| Engineering, survey, soils, permit support (LS) |   |          |       |           | \$114,000        |
| <b>Total OPCC</b>                               |   |          |       |           | <b>\$570,000</b> |

**Town of Fairplay  
Attachment 5b**

**Estimates of Probable Construction Costs for Water Treatment Facility Improvements  
XP Membrane Plant**

| Description                                     | Quantity | Units | Unit Cost  | Subtotal           |
|---|----------|-------|------------|--------------------|
| Heating & ventilation                           | 1        | LS    | \$ 6,000   | \$ 6,000           |
| Interior piping, fittings, valves               | 1        | LS    | \$ 47,000  | \$ 47,000          |
| Site piping, fittings, valves                   | 1        | LS    | \$ 35,000  | \$ 35,000          |
| Excavation, site work, BW pond                  | 1        | LS    | \$ 100,000 | \$ 100,000         |
| Meter Equipment                                 | 1        | EA    | \$ 15,000  | \$ 15,000          |
| Filter equipment delivered to site              | 1        | LS    | \$ 510,000 | \$ 510,000         |
| Installation of filter equipment                | 1        | LS    | \$ 204,000 | \$ 204,000         |
| Chemical systems                                | 1        | LS    | \$ 50,000  | \$ 50,000          |
| Monitoring equipment (turb. Cl, pH)             | 1        | LS    | \$ 30,000  | \$ 30,000          |
| House water system & safety shower              | 1        | LS    | \$ 25,000  | \$ 25,000          |
| CIP neutralization system                       | 1        | LS    | \$ 25,000  | \$ 25,000          |
| Improvements in plant, gallery, Well 4          | 1        | LS    | \$ 80,000  | \$ 80,000          |
| Demolition, piping                              | 1        | LS    | \$ 5,000   | \$ 5,000           |
| Influent duplex pump station                    | 1        | LS    | \$ 20,000  | \$ 20,000          |
| Electrical & Instrumentation                    | 1        | LS    | \$ 40,000  | \$ 40,000          |
| Construction Inspection                         | 1        | LS    | \$ 60,000  | \$ 60,000          |
| <b>Base Construction Subtotal (BCS)</b>         |          |       |            | <b>\$1,252,000</b> |
| Mobilization, Bonds, Insurance (4.0% of BCS)    |          |       |            | \$50,000           |
| Contingencies (20% of BCS + Mobilization)       |          |       |            | \$260,000          |
| <b>Direct Construction Subtotal (DCS)</b>       |          |       |            | <b>\$1,562,000</b> |
| Engineering, survey, soils, permit support (LS) |          |       |            | \$234,000          |
| <b>Total OPCC</b>                               |          |       |            | <b>\$1,800,000</b> |





# State Revolving Fund Loan Program

The State Revolving Fund (SRF) Loan Program is the best choice to finance the design and construction of public drinking water and wastewater infrastructure projects. These projects ensure the protection of public and environmental health by investing in Colorado’s water infrastructure.

## Cost of \$1 million loan over 20 year term

|                 | Interest Rate | Total Interest Paid | Total Cost of the Loan | Total Annual Payment |
|-----------------|---------------|---------------------|------------------------|----------------------|
| SRF loan*       | 0%            | \$0                 | \$1,000,000            | \$50,000             |
|                 | 1%            | \$105,821           | \$1,105,821            | \$55,291             |
|                 | 2%            | \$218,224           | \$1,218,224            | \$60,911             |
| Commercial loan | 6%            | \$730,495           | \$1,730,495            | \$86,525             |

*\*Loan rates depend on the borrowers qualifications. The authority determines all interest rates on or before December 31 each year.  
Loan terms do not to exceed the project’s design life and may extend up to 30 years.*

## Loan types

Direct loans are for projects up to \$3.0 million.

Leveraged loans are for governmental entity projects greater than \$3.0 million.

## Additional assistance

May qualify for Planning Grant.

May qualify for Design/Engineering Grant\*.

## Eligible entities

Cities, towns, counties, water and sanitation districts, water districts, improvement districts, and private nonprofit public water systems.

## Annual eligibility

- Owner submits Eligibility Survey to the division requesting inclusion in the annual Intended Use Plans (IUP). The Eligibility Survey is not an application for a loan.
- Projects must be on the current, approved annual IUP to be eligible for funding.
- Once the project is listed on the annual IUP, it is eligible to begin the pre-application process.

## Pre-application requirements

- Owner must submit a Pre-Qualification Form.
- SRF agencies convene pre-application meeting with owner to review Pre-qualification information.
- If SRF agencies agree to accept loan application, the owner:
  - May qualify for Planning and Design/Engineer Grants\*.
  - Must submit Project Needs Assessment to division for technical review.
  - Must conduct public meeting describing the project with proof of 30-day legal notice.
  - Must submit design to the division for review.
- All technical and environmental issues must be resolved by the owner and accepted by the division before the owner can apply for a loan.

## MORE INFORMATION

For more information on the State Revolving Fund Loan Program, please visit [www.colorado.gov/cdphe/wq-grants-and-loans](http://www.colorado.gov/cdphe/wq-grants-and-loans)

## CONTACT

[cdphe\\_grantsandloans@state.co.us](mailto:cdphe_grantsandloans@state.co.us) | 303-692-3653

\*Private nonprofit entities are not eligible for Design/Engineering Grants or for wastewater infrastructure projects.





# State Revolving Fund Loan Program

- Eligibility Survey. ■

- Pre-Qualification Form. ▲
- Pre-application meeting. ●

- Planning grant. ▲

- Qualifies to apply for SRF loan program. ▲

- Project Needs Assessment (PNA). ▲
- Environmental determination. ●
- Technical Managerial Financial (TMF)\*. ■

- Design/Engineering Grant\*\*. ▲

- Public meeting. ■
- Environmental resolution. ■

**AGENCY INVOLVEMENT**

White shapes displayed in each box denote which agency is involved in this step.

- ▲ = Colorado Water Resources & Power Development Authority
- = Department of Local Affairs

- Preliminary Effluent Limits (PELs). ■

- Site Application (SA). ■

- Process Design Report (PDR). ■

- Plans & Specifications Self Certification Form\*\*\*. ■
- (May submit with loan application).

**Project obtains Approvals:**

- PNA.
- TMF\*.
- Public meeting.
- Environmental resolution.
- Division accepts design (SA & PDR).

**PHASES**

- Planning phase
- Design phase
- Approval phase
- Finance phase
- ⊕ Construction phase

- All other funding

- Loan application. ▲

- Loan approval. ▲

- Plans and specifications approval. ■

- Loan execution. ▲

- Owner bids project. ■

- Construction begins. ■

\*TMF required for drinking water projects only.

\*\*Issued after review of PNA and amount TBD based on project scope. Private nonprofit entities are not eligible for Design/Engineering Grants.

\*\*\*Borrowers deemed eligible to self certify or streamline design at the PNA stage must submit the appropriate form or letter with the Plans and Specifications to the Project Manager.

**MINUTES OF THE REGULAR MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
February 7, 2022**

**CALL TO ORDER**

A Regular Meeting of the Board of Trustees for the Town of Fairplay was called to order by Mayor Frank Just on Monday, February 7, 2022 at 6:00 p.m. in the Board Room located in the Fairplay Town Hall, 901 Main Street, having previously been posted in accordance with Colorado Open Records law.

**PLEDGE OF ALLEGIANCE AND ROLL CALL**

Mayor Just proceeded with the pledge of allegiance, followed by the roll call which was answered by Mayor Frank Just, Mayor Pro Tem Scott Dodge and Trustees Josh Voorhis and Peter Lynn. Trustee Stapp was excused due to illness.

Staff in attendance were Town Treasurer Kim Wittbrodt, Police Chief Bo Schlunsen, Public Works Director Donovan Graham and Town Administrator/Town Clerk Janell Sciacca.

**APPROVAL OF AGENDA**

**Motion #1** by Trustee Voorhis, seconded by Mayor Pro Tem Dodge, that the agenda be adopted as written. A roll call vote was taken: Dodge – Aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

**CONSENT AGENDA**

- A. APPROVAL OF MINUTES – January 4, 2022.**
- B. APPROVAL OF EXPENDITURES—Approval of bills of various Town funds in the amount of \$366,920.40**

Trustee Voorhis inquired about a Worker’s Compensation expense and Treasurer Wittbrodt explained the amount shown was the annual premium paid to CIRSA. Trustee Lynn inquired about expenses to Dana Keppner for valves. Wittbrodt explained the payment was for parts for the Town’s blockhouse project and a leak that was being repaired there. Lynn also inquired why the Town contracted with an independent company for snow removal at the CDOT barn where the Summit Stage buses were kept instead of Town Staff doing this. Wittbrodt replied it had to do with the Bus schedules which conflicted with the Town Staff making sure school routes and high traffic streets were taken care of.

**Motion #2** by Mayor Pro Tem Dodge, seconded by Trustee Lynn, that the Consent Agenda be approved as written. A roll call vote was taken: Dodge – Aye, Just – Aye, Voorhis – Aye, Lynn – Aye. Motion carried unanimously.

**CITIZEN COMMENTS** – None.

**PRESENTATIONS**

- A. Presentation regarding Managed IT Services by Phoenix Technology Group, Inc.**

Mike Fisher and Ward Thorne of Phoenix Technology Group, Inc. reviewed what Managed IT Service companies do and what Phoenix specifically in terms of support, security, and overall IT management. Fisher also reviewed their pillars of service – Quality of Service, Customer Service, Proactive Prevention,

and Happy Customers. He then reviewed their 3 levels of program pricing for the different customer bases served and answered several questions from the Board who also thanked them for their presentation. Staff was given general direction to move forward to obtain quotes for switching the Town to a managed IT program.

### **NEW BUSINESS**

- A. Should the Board Approve adoption of Emergency Ordinance No. 1, Series of 2022, entitled, **“AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO EXTENDING A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING, AND APPROVAL OF APPLICATIONS FOR ALL SHORT-TERM RENTAL LICENSES, AND DECLARING AN EMERGENCY.”?**

Town Administrator Sciacca summarized the Staff Report and recommended approval of Ordinance No. 1 to extend the current moratorium 90 days from February 7, 2022.

**Motion #3** by Trustee Voorhis, seconded by Mayor Pro Tem Dodge, to approve Emergency Ordinance No. 1, Series of 2022 as presented. Motion carried unanimously.

- B. Should the Board Approve adoption of Ordinance No. 2, Series of 2022, entitled, **“AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 16 OF THE FAIRPLAY MUNICIPAL CODE, REGARDING THE UNIFIED DEVELOPMENT CODE, TO ADDRESS CHANGES TO FAMILY CHILD CARE HOMES REQUIRED BY RECENT STATE LEGISLATION.”?**

Town Administrator Sciacca summarized the Staff Report and advised that Town Planner Scot Hunn reviewed the proposed regulations and felt the Town Attorney had appropriately addressed the needed update.

**Motion #4** by Mayor Pro Tem Dodge, seconded by Trustee Lynn, to approve Ordinance No. 2, Series of 2022 as presented. Motion carried unanimously.

- C. Should the Board Approve adoption of Ordinance No. 3, Series of 2022, entitled, **“AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 2 OF THE FAIRPLAY MUNICIPAL CODE REGARDING REGULAR MEETINGS OF THE BOARD OF TRUSTEES.”?**

Town Administrator Sciacca summarized the Staff Report and advised the recommended change was a matter of housekeeping to update the code to the correct meeting time that had been observed by the Town since the end of 2014.

**Motion #5** by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, to approve Ordinance No. 3, Series of 2022 as presented. Motion carried unanimously.

- D. Should the Board Approve adoption of Resolution No. 5, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ADOPTING A PUBLIC WORKS MANUAL.”?**

Town Administrator Sciacca summarized the Staff Report and briefly addressed the importance of the document as it relates to land development. She noted Matt Hutson of SGM, the document’s preparer, was in attendance and then recommended approval as presented. Hutson advised this document makes review of projects simpler and more straightforward.

**Motion #6** by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, to approve Resolution No. 5, Series of 2022 as presented. Motion carried unanimously.

- E. Should the Board Approve adoption of Resolution No. 6, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ADOPTING AN UPDATED FAIRPLAY PERSONNEL HANDBOOK.”**?

Town Treasurer Wittbrodt provided an overview of the Staff Report advising the proposed changes were to bring the Town into compliance with the Colorado Family Cares Act and Public Health Emergency Leave. She noted several other non-substantive wording changes included as well. Wittbrodt requested approval as presented and advised that each Town employee would receive an updated copy.

**Motion #7** by Mayor Pro Tem Dodge, seconded by Trustee Lynn, to approve Resolution No. 6, Series of 2022 as presented. Motion carried unanimously.

- F. Should the Board Approve adoption of Resolution No. 7, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO DETERMINING THAT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON APRIL 5, 2022 SHALL BE CANCELED.”**?

Town Administrator Sciacca presented reviewing the Staff Report. She reported that upon approval, she would post notice of the cancelation in accordance with the Municipal Code and also make sure to get the word out utilizing the monthly utility billing announcements. Sciacca recommended approval of Resolution No. 7 to cancel the April 5, 2022 election.

**Motion #8** by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, to approve Resolution No. 7, Series of 2022 as presented. Motion carried unanimously.

- G. Should the Board Approve adoption of Resolution No. 8, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PERMANENT EASEMENT AGREEMENT DEPARTMENT OF TRANSPORTATION FOR PROJECT STM 0091-046- FAIRPLAY/ALMA ADA CURB RAMPS CONSTRUCTION SH 9.”**?

Town Administrator Sciacca presented an overview of the Staff Report and noted this project would be completed in conjunction with the widening project stating the summer of 22 for US 285. She advised the Town would receive \$1,500 of unanticipated revenue for the easement and recommended approval of Resolution No. 8 approving the permanent easement with CDOT for ADA improvements at 501 Main Street.

**Motion #9** by Trustee Voorhis, seconded by Trustee Lynn, to approve Resolution No. 8, Series of 2022 as presented. Motion carried unanimously.

**OTHER BUSINESS:**

- A. Annual Job Performance Evaluation of the Town Administrator performed by Mayor.

Mayor Just directed the Board to the evaluation and stated the Town was very lucky in getting a fine Administrator. Trustee Voorhis commented the Town has been lucky a number of times while Sciacca stated she too was lucky and loved working for the Town. Mayor Just read the summary Comments into the record and advised this review was being done as required by Code.

## **BOARD OF TRUSTEE AND STAFF REPORT**

Chief Schlusen advised the junk issue on Witcher was cleaned up and Administrator Sciacca advised she would be meeting with Officer Schlaff to discuss the process for the other identified code enforcement issues. Mayor Just requested Staff reach out to the neighbor Mr. Elliott who appeared before the Board on this matter to let him know the resolution and complimented the PD. Sciacca advised another matter that had been ongoing and resulted in a citation would be coming into Court this week.

Public Works Director Graham reviewed the written Staff Report in the packet. The Board discussed the outstanding improvements related to Cohen Park and Administrator Sciacca advised the contract was actually expired and the Town Attorney was looking at how best to move forward in order to get the project done and protect the Town. Mayor Pro Tem Dodge suggested signs be erected advising visitors the project was not done and could not be used. Graham said he would follow up with the contractor and make sure signs were installed. Mayor Pro Tem Dodge inquired if the grader was used to cut ice on the sidewalks during the last storm and Graham replied he was able to get the articulating plow working. It was noted it had been out of service for a few years. Mayor Just advised he was very complimentary of the Public Works Department and felt the Staff did the best job he had seen in a while. There was discussion regarding the removal of vehicles in the right-of-way and Graham suggested the Town adopt a snow-related ordinance. Trustee Lynn inquired about a specific snow storage area for the CDOT bus barn and Graham advised he would have the contractor make sure he was plowing that facility correctly. Graham also advised that the cables Staff had installed at the parking lot across the river had been torn down in some fashion so they would be installing rocks until gates could be installed in the summer.

Treasurer Wittbrodt advised she was getting ready for the audit and would start uploading documents to their system.

Town Administrator Sciacca advised her report was in packet and stated the Board needed to schedule a special meeting for the Habitat public hearing on Thursday, February 24 and a work session or two to continue short-term rental discussions. The Board agreed to hold a work session on February 14 on short-term rentals and another one on February 24 prior to the Habitat meeting. Sciacca congratulated Graham on 1 year of service with the Town. She noted it would be a good time to resurrect the Economic and Business Development Advisory Board and that following the swearing-in and seating of the Mayor and Trustees at the 2<sup>nd</sup> meeting in April, she would be scheduling CIRSA general counsel to conduct an Ethics and Elected Official liability training. She also advised she was working with the State and hoped to be moving forward for a new website with SIPA.

Trustee Voorhis advised he spoke with retiring Alma Town Manager Nancy Comer-Baker and requested she talk to Staff about Fairplay's recent hiring process. Wittbrodt advised that she did have a conversation with Comer-Baker and provided her information.

Mayor Pro Dodge thanked Mayor Just for putting together last Monday night's presentation to the School regarding the traffic concerns and felt the Town did a great job. He also shared that in a recent CDOT TPR meeting the only site identified for a transit facility was the current bus barn so if anyone had ideas for another feasible site those should be looked at and shared with CDOT.

Mayor Just echoed Dodge's comments regarding the meeting with the School and CDOT and felt eyes were opened relative to the problems and headway would finally be made. The Action Committee for RE-2 (ACRE-2) he formed had several members drive through the area to witness the issues. Just also advised he met with the School maintenance supervisor about snow removal on the sidewalk and felt changing mindsets would make the difference and could be augmented by the changing of signs which included CDOT moving the flashing crossing sign on the north end of Main Street closer to the school. Just said he was proud of everyone coming together for the common purpose. He closed by reminding everyone the Fairplay Mountain Mardi Gras would be taking place on Saturday, February 26.

Just recognized 2 guests attending the meeting and asked they stand and introduce themselves. Dustin Ballard and Jill Butryn of Advantage Excavating advised they have a Biomass Burner and were starting this new business out of the London Mill site. He stated they were also volunteering to help with the Beach project and had a lot of materials to donate.

A. Staff presentation regarding proposed changes for 2022 Town of Fairplay Marketing Plan.

This presentation was continued to be conducted on February 14, 2022 as part of the work session that evening.

**ADJOURNMENT**

There being no further business before the Board, Mayor Just declared that the Regular Meeting adjourned at 8:03 p.m.

**BOARD OF TRUSTEES, FAIRPLAY, COLORADO**

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Frank Just, Mayor

ATTEST:

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Janell Sciacca, Town Clerk





## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Paid Bills

**DATE:** 3/2/2022

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Agenda Item: Bills

Attached is the list of invoices paid from February 3, 2022 through March 2, 2022.

Total Expenditures: \$50,741.54

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

Please contact me with any questions.

## Report Criteria:

Detail report type printed

| Check Issue Date | Check Number | Name                        | Description                | Seq | Invoice Date | Check Amount | GL Account |
|------------------|--------------|-----------------------------|----------------------------|-----|--------------|--------------|------------|
| 02/28/2022       | 17909        | Boys & Girls Club           | pass through mardi gras fu | 1   | 02/28/2022   | 1,736.58     | 104790     |
| Total 200:       |              |                             |                            |     |              | 1,736.58     |            |
| 03/02/2022       | 17915        | Caselle, Inc                | Software Support           | 1   | 02/01/2022   | 439.50       | 105060     |
| 03/02/2022       | 17915        |                             | Software Support           | 2   | 02/01/2022   | 439.50       | 517206     |
| Total 334:       |              |                             |                            |     |              | 879.00       |            |
| 02/23/2022       | 17895        | Cash                        | Petty Cash-mardi gras      | 1   | 02/20/2022   | 400.00       | 101002     |
| 02/23/2022       | 17895        |                             | cash for mardi gras prizes | 2   | 02/20/2022   | 150.00       | 105166     |
| Total 340:       |              |                             |                            |     |              | 550.00       |            |
| 02/16/2022       | 17881        | Dana Kepner Company, In     | water meter parts          | 1   | 02/08/2022   | 97.30        | 517485     |
| Total 682:       |              |                             |                            |     |              | 97.30        |            |
| 02/08/2022       | 17874        | The Flume                   | legal ads                  | 1   | 01/31/2022   | 34.57        | 106125     |
| Total 868:       |              |                             |                            |     |              | 34.57        |            |
| 02/08/2022       | 17862        | Ferrellgas                  | 850 hathaway               | 1   | 12/30/2021   | 1,733.53     | 105186     |
| 02/08/2022       | 17862        |                             | propane-501 main           | 1   | 12/30/2021   | 980.95       | 105195     |
| 02/08/2022       | 17862        |                             | propane-501 main           | 1   | 01/21/2022   | 887.26       | 105195     |
| 02/08/2022       | 17862        |                             | 850 hathaway               | 1   | 01/14/2022   | 904.64       | 105186     |
| 02/08/2022       | 17862        |                             | 1800 beaver creek road     | 1   | 01/25/2022   | 616.00       | 517495     |
| Total 916:       |              |                             |                            |     |              | 5,122.38     |            |
| 02/08/2022       | 17869        | Main Street Garage          | tire patch                 | 1   | 01/25/2022   | 32.10        | 105420     |
| Total 1336:      |              |                             |                            |     |              | 32.10        |            |
| 02/08/2022       | 17872        | Park County Treasurer       | real estate taxes-47165-29 | 1   | 02/01/2022   | 115.06       | 105070     |
| Total 1596:      |              |                             |                            |     |              | 115.06       |            |
| 02/16/2022       | 17886        | Postal Pros Southwest, Inc  | utility billing            | 1   | 02/03/2022   | 305.51       | 517218     |
| Total 1699:      |              |                             |                            |     |              | 305.51       |            |
| 02/08/2022       | 17875        | Town of Fairplay            | 501 main                   | 1   | 01/31/2022   | 656.60       | 105195     |
| 02/08/2022       | 17875        |                             | 850 hathaway               | 1   | 01/31/2022   | 101.70       | 105186     |
| Total 2134:      |              |                             |                            |     |              | 758.30       |            |
| Multiple         | 17856        | United States Postal Servic | Bulk Mail - Newsletter     | 1   | 01/13/2022   | .00          | 105130     |
|                  |              |                             | Bulk Mail - Newsletter     | 2   | 01/13/2022   |              | 105130     |
| Total 2158:      |              |                             |                            |     |              | .00          |            |
| 02/16/2022       | 17888        | USABlueBook                 | supplies                   | 1   | 02/01/2022   | 224.95       | 517480     |
| 02/16/2022       | 17888        |                             | supplies                   | 1   | 02/03/2022   | 374.85       | 517480     |

| Check Issue Date | Check Number | Name                        | Description               | Seq | Invoice Date | Check Amount | GL Account |
|------------------|--------------|-----------------------------|---------------------------|-----|--------------|--------------|------------|
| 02/16/2022       | 17888        |                             | supplies                  | 1   | 02/10/2022   | 279.61       | 517665     |
| Total 2176:      |              |                             |                           |     |              | 879.41       |            |
| 03/02/2022       | 17921        | Utility Notification Center | RTL Transmissions         | 1   | 02/28/2022   | 3.90         | 517455     |
| 03/02/2022       | 17921        |                             | RTL Transmissions         | 1   | 02/28/2022   | 3.90         | 517650     |
| Total 2194:      |              |                             |                           |     |              | 7.80         |            |
| 03/02/2022       | 17922        | Verizon Wireless            | jet pack                  | 1   | 03/01/2022   | 40.01        | 105130     |
| 03/02/2022       | 17922        |                             | cell Phone - public works | 2   | 03/01/2022   | 40.70        | 105645     |
| 03/02/2022       | 17922        |                             | Phones and air cards      | 3   | 03/01/2022   | 282.78       | 105455     |
| Total 2212:      |              |                             |                           |     |              | 363.49       |            |
| 02/08/2022       | 17877        | Xcel Energy                 | street lights             | 1   | 02/01/2022   | 811.61       | 105640     |
| 02/23/2022       | 17907        |                             | 945 quarry road           | 1   | 02/15/2022   | 19.32        | 517490     |
| Total 2296:      |              |                             |                           |     |              | 830.93       |            |
| 02/08/2022       | 17868        | KONICA MINOLTA BUSIN        | C364E Copier              | 1   | 01/29/2022   | 424.31       | 105032     |
| Total 2448:      |              |                             |                           |     |              | 424.31       |            |
| 02/16/2022       | 17880        | CARD SERVICES               | Supplies                  | 1   | 02/01/2022   | 31.17        | 105130     |
| 02/16/2022       | 17880        |                             | Supplies                  | 2   | 02/01/2022   | 114.02       | 105630     |
| 02/16/2022       | 17880        |                             | Supplies                  | 3   | 02/01/2022   | 49.49        | 517206     |
| 02/16/2022       | 17880        |                             | Supplies                  | 4   | 02/01/2022   | 165.66       | 105830     |
| 02/16/2022       | 17880        |                             | Supplies                  | 5   | 02/01/2022   | 1,321.67     | 105166     |
| 02/16/2022       | 17880        |                             | Supplies                  | 6   | 02/01/2022   | 143.99       | 105625     |
| 02/16/2022       | 17880        |                             | Supplies                  | 7   | 02/01/2022   | 51.65        | 105027     |
| 02/16/2022       | 17880        |                             | training                  | 8   | 02/01/2022   | 385.00       | 105424     |
| 02/16/2022       | 17880        |                             | car wash                  | 9   | 02/01/2022   | 5.50         | 105420     |
| 02/16/2022       | 17880        |                             | Supplies                  | 10  | 02/01/2022   | 602.54       | 517655     |
| 02/16/2022       | 17880        |                             | food for meeting          | 11  | 02/01/2022   | 24.44        | 105110     |
| 02/16/2022       | 17880        |                             | Supplies                  | 12  | 02/01/2022   | 52.12        | 105027     |
| 02/16/2022       | 17880        |                             | Dues                      | 13  | 02/01/2022   | 290.00       | 105140     |
| 02/16/2022       | 17880        |                             | car wash                  | 14  | 02/01/2022   | 33.75        | 105630     |
| 02/16/2022       | 17880        |                             | car wash                  | 15  | 02/01/2022   | 5.25         | 105630     |
| 02/16/2022       | 17880        |                             | food for meeting          | 16  | 02/01/2022   | 91.24        | 105630     |
| 02/16/2022       | 17880        |                             | car wash                  | 17  | 02/01/2022   | 1.75         | 105420     |
| 02/16/2022       | 17880        |                             | car wash                  | 18  | 02/01/2022   | 7.75         | 105420     |
| 02/16/2022       | 17880        |                             | Supplies                  | 19  | 02/01/2022   | 107.26       | 105130     |
| 02/16/2022       | 17880        |                             | Supplies                  | 20  | 02/01/2022   | 128.03       | 105030     |
| 02/16/2022       | 17880        |                             | Postage                   | 21  | 02/01/2022   | 3.12         | 105035     |
| 02/16/2022       | 17880        |                             | notary                    | 22  | 02/01/2022   | 104.99       | 105070     |
| 02/16/2022       | 17880        |                             | training                  | 23  | 02/01/2022   | 552.00       | 105424     |
| 02/16/2022       | 17880        |                             | lab fee                   | 24  | 02/01/2022   | 82.57        | 105430     |
| 02/16/2022       | 17880        |                             | Supplies                  | 25  | 02/01/2022   | 204.87       | 517214     |
| 02/16/2022       | 17880        |                             | Supplies                  | 26  | 02/01/2022   | 204.86       | 105030     |
| 02/16/2022       | 17880        |                             | Postage                   | 27  | 02/01/2022   | 26.35        | 105630     |
| 02/16/2022       | 17880        |                             | web hosting               | 28  | 02/01/2022   | 30.98        | 105130     |
| 02/16/2022       | 17880        |                             | Postage                   | 29  | 02/01/2022   | 117.96       | 105035     |
| Total 2503:      |              |                             |                           |     |              | 4,939.98     |            |
| 02/16/2022       | 17883        | Hahn Water Resources, LL    | consulting                | 1   | 02/01/2022   | 3,170.00     | 517430     |

| Check Issue Date | Check Number | Name                       | Description               | Seq | Invoice Date | Check Amount | GL Account |
|------------------|--------------|----------------------------|---------------------------|-----|--------------|--------------|------------|
| Total 2509:      |              |                            |                           |     |              | 3,170.00     |            |
| 02/23/2022       | 17892        | American Legion            | hall rental               | 1   | 02/20/2022   | 200.00       | 105166     |
| Total 2526:      |              |                            |                           |     |              | 200.00       |            |
| 02/16/2022       | 17882        | Envision Sign and Graphic  | nu dreams banner          | 1   | 07/20/2021   | 95.50        | 105162     |
| 02/16/2022       | 17882        |                            | gabby lane sign           | 1   | 09/30/2021   | 63.00        | 105110     |
| 02/16/2022       | 17882        |                            | home of the burros banner | 1   | 10/30/2021   | 240.00       | 105110     |
| 02/16/2022       | 17882        |                            | vinyl banners             | 1   | 01/27/2022   | 199.65       | 105166     |
| 02/16/2022       | 17882        |                            | Decals                    | 2   | 01/27/2022   | 33.00        | 105625     |
| Total 2528:      |              |                            |                           |     |              | 631.15       |            |
| 03/02/2022       | 17916        | CenturyLink                | acct 719-836-4609 502B    | 1   | 02/19/2022   | 65.80        | 517470     |
| 03/02/2022       | 17916        |                            | 7198362622355B            | 1   | 02/19/2022   | 542.75       | 105065     |
| 03/02/2022       | 17916        |                            | acct 82239760             | 1   | 02/24/2022   | 32.37        | 105065     |
| Total 2614:      |              |                            |                           |     |              | 640.92       |            |
| 02/23/2022       | 17906        | Wittbrodt, Kim             | cell phone reimb          | 1   | 02/22/2022   | 50.00        | 105065     |
| Total 2655:      |              |                            |                           |     |              | 50.00        |            |
| 02/08/2022       | 17859        | Colorado Natural Gas, Inc. | sewer treatment plant     | 1   | 02/02/2022   | 2,212.39     | 517680     |
| 02/08/2022       | 17859        |                            | natural gas               | 1   | 02/02/2022   | 255.17       | 105023     |
| 02/08/2022       | 17859        |                            | san office                | 1   | 02/02/2022   | 281.60       | 517234     |
| 02/08/2022       | 17859        |                            | natural gas-shop          | 1   | 02/02/2022   | 883.44       | 105650     |
| Total 2728:      |              |                            |                           |     |              | 3,632.60     |            |
| 02/08/2022       | 17857        | ASCAP                      | license fee               | 1   | 01/20/2022   | 24.92        | 105150     |
| Total 2735:      |              |                            |                           |     |              | 24.92        |            |
| 02/16/2022       | 17884        | Mobile Record Shredders    | record shredding          | 1   | 02/09/2022   | 12.00        | 105030     |
| Total 2793:      |              |                            |                           |     |              | 12.00        |            |
| 02/08/2022       | 17858        | Chaffee County Waste       | 6 yd weekly               | 1   | 02/01/2022   | 100.00       | 105023     |
| 02/08/2022       | 17858        |                            | 6 yd weekly               | 2   | 02/01/2022   | 100.00       | 105650     |
| 02/08/2022       | 17858        |                            | 2 yd biweekly             | 3   | 02/01/2022   | 69.00        | 517675     |
| Total 2801:      |              |                            |                           |     |              | 269.00       |            |
| 02/23/2022       | 17894        | Bullock, Julie             | cell phone reimburse      | 1   | 02/22/2022   | 25.00        | 517226     |
| 02/23/2022       | 17894        |                            | cell phone reimburse      | 2   | 02/22/2022   | 25.00        | 105645     |
| Total 2812:      |              |                            |                           |     |              | 50.00        |            |
| 02/23/2022       | 17908        | Heart of the Rockies Radio | radio ads                 | 1   | 12/31/2021   | 475.00       | 105130     |
| Total 2836:      |              |                            |                           |     |              | 475.00       |            |
| 02/16/2022       | 17879        | Colorado Analytical Lab    | water testing             | 1   | 02/11/2022   | 24.00        | 517475     |
| 02/23/2022       | 17896        |                            | waste water testing       | 1   | 02/21/2022   | 403.00       | 517665     |

| Check Issue Date | Check Number | Name                       | Description                | Seq | Invoice Date | Check Amount | GL Account |
|------------------|--------------|----------------------------|----------------------------|-----|--------------|--------------|------------|
| Total 2864:      |              |                            |                            |     |              | 427.00       |            |
| 02/08/2022       | 17873        | Promark Industries, LLC    | 2009 tahoe                 | 1   | 01/31/2022   | 117.60       | 105420     |
| 02/08/2022       | 17873        |                            | 2010 tahoe maint           | 1   | 01/31/2022   | 39.20        | 105420     |
| Total 2887:      |              |                            |                            |     |              | 156.80       |            |
| Multiple         | Multiple     | Jack Blease                | music for gazebo           | 1   | 07/21/2021   | 100.00       | 105162     |
| Total 2911:      |              |                            |                            |     |              | 100.00       |            |
| 02/08/2022       | 17861        | Fairplay Auto Supply       | supplies                   | 1   | 01/31/2022   | 39.18        | 105424     |
| 02/08/2022       | 17861        |                            | supplies                   | 2   | 01/31/2022   | 174.36       | 105625     |
| 02/08/2022       | 17861        |                            | supplies                   | 3   | 01/31/2022   | 174.35       | 517242     |
| 02/08/2022       | 17861        |                            | supplies                   | 4   | 01/31/2022   | 56.03        | 105625     |
| 02/08/2022       | 17861        |                            | supplies                   | 5   | 01/31/2022   | 56.03        | 517242     |
| Total 2948:      |              |                            |                            |     |              | 499.95       |            |
| 02/08/2022       | 17863        | Hunn Planning & Policy, LL | planning fees              | 1   | 02/07/2022   | 1,493.75     | 105105     |
| 03/02/2022       | 17917        |                            | planning fees              | 1   | 03/01/2022   | 387.50       | 105105     |
| Total 3183:      |              |                            |                            |     |              | 1,881.25     |            |
| 02/08/2022       | 17870        | Montrose Water Factory, L  | bottled water              | 1   | 01/25/2022   | 17.50        | 105120     |
| Total 3211:      |              |                            |                            |     |              | 17.50        |            |
| 02/28/2022       | 17911        | Peace Works                | pass through mardi gras fu | 1   | 02/28/2022   | 1,498.14     | 104790     |
| Total 3232:      |              |                            |                            |     |              | 1,498.14     |            |
| 03/02/2022       | 17919        | SGM                        | the bluffs                 | 1   | 02/16/2022   | 117.00       | 105105     |
| 02/23/2022       | 17904        |                            | habitat project            | 1   | 02/16/2022   | 1,175.50     | 105105     |
| 02/23/2022       | 17904        |                            | engineering                | 1   | 02/16/2022   | 312.00       | 105105     |
| 02/23/2022       | 17904        |                            | 501 main                   | 1   | 02/16/2022   | 516.00       | 105196     |
| Total 3272:      |              |                            |                            |     |              | 2,120.50     |            |
| 02/08/2022       | 17867        | KB's Kakerly               | king cakes                 | 1   | 02/01/2022   | 531.25       | 105166     |
| Total 3295:      |              |                            |                            |     |              | 531.25       |            |
| 02/08/2022       | 17864        | Internetwork Experts Corp. | computer maintenance       | 1   | 02/03/2022   | 46.75        | 105065     |
| Total 3312:      |              |                            |                            |     |              | 46.75        |            |
| 02/23/2022       | 17897        | Ernst, Sarah               | cell phone reimburse       | 1   | 02/22/2022   | 50.00        | 105065     |
| Total 3313:      |              |                            |                            |     |              | 50.00        |            |
| 02/16/2022       | 17885        | Mountain Essentials        | estip 4th quarter          | 1   | 12/31/2021   | 941.90       | 102000     |
| Total 3370:      |              |                            |                            |     |              | 941.90       |            |
| 02/08/2022       | 17871        | Park County Government     | monthly internet           | 1   | 02/01/2022   | 105.00       | 517226     |

| Check Issue Date | Check Number | Name                     | Description             | Seq | Invoice Date | Check Amount | GL Account |
|------------------|--------------|--------------------------|-------------------------|-----|--------------|--------------|------------|
| 02/08/2022       | 17871        |                          | monthly internet        | 2   | 02/01/2022   | 52.50        | 105065     |
| 02/08/2022       | 17871        |                          | monthly internet        | 3   | 02/01/2022   | 52.50        | 105455     |
| Total 3381:      |              |                          |                         |     |              | 210.00       |            |
| 03/02/2022       | 17920        | Tandem Design Lab        | website update          | 1   | 02/28/2022   | 1,695.00     | 105130     |
| Total 3384:      |              |                          |                         |     |              | 1,695.00     |            |
| 03/02/2022       | 17923        | Warm Springs Consulting  | contract                | 1   | 03/01/2022   | 4,500.00     | 517417     |
| 03/02/2022       | 17923        |                          | contract                | 1   | 03/01/2022   | 5,000.00     | 517627     |
| Total 3463:      |              |                          |                         |     |              | 9,500.00     |            |
| 02/23/2022       | 17893        | Bannister, Chris         | cell phone reimburse    | 1   | 02/22/2022   | 25.00        | 105645     |
| 02/23/2022       | 17893        |                          | cell phone reimburse    | 2   | 02/22/2022   | 25.00        | 517226     |
| Total 3464:      |              |                          |                         |     |              | 50.00        |            |
| 02/23/2022       | 17905        | Wagner, Alex             | cell phone reimburse    | 1   | 02/22/2022   | 25.00        | 105645     |
| 02/23/2022       | 17905        |                          | cell phone reimburse    | 2   | 02/22/2022   | 25.00        | 517226     |
| Total 3506:      |              |                          |                         |     |              | 50.00        |            |
| 02/23/2022       | 17899        | Graham, Donovan          | cell phone reimburse    | 1   | 02/22/2022   | 25.00        | 517226     |
| 02/23/2022       | 17899        |                          | cell phone reimburse    | 2   | 02/22/2022   | 25.00        | 105645     |
| Total 3519:      |              |                          |                         |     |              | 50.00        |            |
| 02/23/2022       | 17902        | Radar Man Inc.           | radar cert              | 1   | 02/11/2022   | 150.00       | 105430     |
| 02/23/2022       | 17902        |                          | radar unit              | 2   | 02/11/2022   | 445.00       | 105450     |
| Total 3520:      |              |                          |                         |     |              | 595.00       |            |
| 02/23/2022       | 17900        | Kenosha Pest Specialist  | pest control            | 1   | 02/22/2022   | 30.00        | 517260     |
| 02/23/2022       | 17900        |                          | pest control            | 1   | 02/22/2022   | 30.00        | 105025     |
| Total 3564:      |              |                          |                         |     |              | 60.00        |            |
| 02/23/2022       | 17903        | Sciacca, Janell          | cell phone reimburse    | 1   | 02/22/2022   | 50.00        | 105065     |
| Total 3583:      |              |                          |                         |     |              | 50.00        |            |
| 03/02/2022       | 17924        | Wilson Williams LLP      | legal-bill back         | 1   | 02/28/2022   | 1,714.29     | 105057     |
| Total 3586:      |              |                          |                         |     |              | 1,714.29     |            |
| 02/08/2022       | 17876        | Wear Parts & Equipment C | plow parts              | 1   | 02/03/2022   | 216.90       | 105670     |
| Total 3589:      |              |                          |                         |     |              | 216.90       |            |
| 02/23/2022       | 17901        | Kleinschmidt, Sean       | cell phone reimburse    | 1   | 02/22/2022   | 25.00        | 105645     |
| 02/23/2022       | 17901        |                          | cell phone reimburse    | 2   | 02/22/2022   | 25.00        | 517226     |
| Total 3590:      |              |                          |                         |     |              | 50.00        |            |
| 02/08/2022       | 17866        | Jen Plutt                | lifeloc model FC10 Plus | 1   | 02/08/2022   | 500.00       | 105450     |



| Check Issue Date | Check Number | Name                     | Description                 | Seq | Invoice Date | Check Amount | GL Account |
|------------------|--------------|--------------------------|-----------------------------|-----|--------------|--------------|------------|
| Total 3596:      |              |                          |                             |     |              | 500.00       |            |
| 02/08/2022       | 17860        | esri                     | gis online creator          | 1   | 02/07/2022   | 500.00       | 105655     |
| Total 3597:      |              |                          |                             |     |              | 500.00       |            |
| 02/16/2022       | 17887        | Shad inc.                | refund-double paid excavat  | 1   | 02/14/2022   | 110.00       | 102000     |
| Total 3599:      |              |                          |                             |     |              | 110.00       |            |
| 02/23/2022       | 17898        | Frank Sciacca            | dj - mardi gras             | 1   | 02/20/2022   | 250.00       | 105166     |
| Total 3600:      |              |                          |                             |     |              | 250.00       |            |
| 02/28/2022       | 17910        | Park County Livestock Co | pass through mardi gras fu  | 1   | 02/28/2022   | 612.00       | 104790     |
| Total 3601:      |              |                          |                             |     |              | 612.00       |            |
| 03/02/2022       | 17918        | Mountain State Chemical  | refund business license-pai | 1   | 03/02/2022   | 25.00        | 104170     |
| Total 3602:      |              |                          |                             |     |              | 25.00        |            |
| Grand Totals:    |              |                          |                             |     |              | 50,741.54    |            |

## Report Criteria:

Detail report type printed

## MEMORANDUM

To: Mayor and Board of Trustees  
From: Kim Wittbrodt, Treasurer  
Date: March 3, 2022  
RE: South Park Brewing Liquor License Application

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On January 12, 2022, Paul Kemp, owner of South Park Brewing LLC, submitted an application for a Brew Pub Liquor License for South Park Brewing, 297 ½ US Highway 285, in Fairplay, Colorado. The application was deemed complete, the appropriate fees were paid, and the application set for public hearing before the Board of Trustees on March 7, 2022. Notice of Public Hearing was published in the Fairplay Flume on Friday, February 25, 2022 and posted on the property on February 25, 2022.

The results of the investigation of this application are as follows:

- A background check was completed on Paul Kemp, 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 commercial structures.
- Proof of possession of the premises has been provided.
- 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 no Brew Pub Liquor Licenses issued in the Town of Fairplay. South Park Brewing currently operates under a State of Colorado manufacturing license. The Brew Pub License will allow him to sell alcohol manufactured elsewhere. It is the opinion of staff that issuance of this license would not create an undue concentration of the same class of license, possibly increasing the need for law enforcement resources in Fairplay.

Staff finds that the application is complete, meets the requirements set forth in the Colorado Liquor Code and therefore recommends approval of the application for a Brew Pub Liquor License as applied for by Paul Kemp, owner of South Park Brewing LLC, 297 ½ US Highway 285, in Fairplay, Colorado.

CC: Paul Kemp via hand delivery and file

**MAYOR'S OPENING STATEMENT  
SOUTH PARK BREWING BREW PUB LIQUOR LICENSE**

MAYOR JUST:

I will now open the public hearing on the application of South Park Brewing, for a new Brew Pub Liquor License at 297 ½ US Highway 285, in Fairplay, Colorado.

The Fairplay Board of Trustees, acting as the local liquor licensing authority, has jurisdiction to conduct this public hearing under the Colorado Liquor and Beer Codes found at Title 44, Article 3 of the Colorado Revised Statutes and also under the provisions of the Town's Code. Notice of this hearing has been given as required by C.R.S. Section 44-3-311, and the Chair will make the publisher's affidavit and the posted notice a part of the record of this proceeding.

The purpose of this hearing is to consider whether a new Brew Pub Liquor License should be issued to the applicant. In considering that matter the Board will address the criteria set forth in C.R.S. § 44-3-312 and particularly the reasonable requirements of the neighborhood for the type of license for which application has been made and the desires of the adult inhabitants of the neighborhood.

The procedure to be followed in this case will be as follows:

1. The applicant, or the applicant's legal counsel, may give an opening statement.
2. Following the opening statement, if any, the applicant and any other persons supporting the application may present any evidence supporting issuance of the license.
3. At the conclusion of the applicant's case, any persons opposing the issuance of the license and any other persons entitled to be heard may present evidence.
4. The applicant may then present any rebuttal evidence.

All witnesses may be cross-examined by any party, counsel for any party or the members of the Authority.

Are there any objections to the jurisdiction of the Liquor Authority or to the form or substance of these proceedings?

Hearing none, the applicant will now present its case.

# Colorado Liquor Retail License Application

New License  
  New-Concurrent  
  Transfer of Ownership  
  State Property Only  
  Master file

• All answers must be printed in black ink or typewritten  
 • Applicant must check the appropriate box(es)  
 • Applicant should obtain a copy of the Colorado Liquor and Beer Code: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

1. Applicant is applying as a/an  
 Individual  
 Limited Liability Company  
 Association or Other  
 Corporation  
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation  
FEIN Number  
South Park Brewing LLC  
[REDACTED]

2a. Trade Name of Establishment (DBA)  
State Sales Tax Number  
Business Telephone  
South Park Brewing  
[REDACTED]  
719-836-1932

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
297 1/2 U.S. Highway 285

City  
County  
State  
ZIP Code  
Fairplay  
Park  
CO  
80440

4. Mailing Address (Number and Street)  
City or Town  
State  
ZIP Code  
PO Box 2131  
Fairplay  
CO  
80440

5. Email Address  
paul@southparkbrewingco.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

| Present Trade Name of Establishment (DBA) | Present State License Number | Present Class of License         | Present Expiration Date |
|---|------------------------------|----------------------------------|-------------------------|
| <u>South Park Brewing</u>                 | <u>03-03094</u>              | <u>Manufacture - Malt Liquor</u> | <u>06/04/2022</u>       |

| Section A      Nonrefundable Application Fees* | Section B (Cont.)      Liquor License Fees* |
|--|---|
|--|---|

|   |   |
|---|---|
| <input type="checkbox"/> Application Fee for New License ..... \$1,100.00<br><input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review ..... \$1,200.00<br><input type="checkbox"/> Application Fee for Transfer ..... \$1,100.00   | <input type="checkbox"/> Liquor-Licensed Drugstore (County) ..... \$312.50<br><input type="checkbox"/> Lodging & Entertainment - L&E (City) ..... \$500.00<br><input type="checkbox"/> Lodging & Entertainment - L&E (County) ..... \$500.00<br><input type="checkbox"/> Manager Registration - H & R ..... \$75.00<br><input type="checkbox"/> Manager Registration - Tavern ..... \$75.00<br><input type="checkbox"/> Manager Registration - Lodging & Entertainment ..... \$75.00<br><input type="checkbox"/> Manager Registration - Campus Liquor Complex ..... \$75.00<br><input type="checkbox"/> Optional Premises License (City) ..... \$500.00<br><input type="checkbox"/> Optional Premises License (County) ..... \$500.00<br><input type="checkbox"/> Racetrack License (City) ..... \$500.00<br><input type="checkbox"/> Racetrack License (County) ..... \$500.00<br><input type="checkbox"/> Resort Complex License (City) ..... \$500.00<br><input type="checkbox"/> Resort Complex License (County) ..... \$500.00<br><input type="checkbox"/> Related Facility - Campus Liquor Complex (City) ..... \$160.00<br><input type="checkbox"/> Related Facility - Campus Liquor Complex (County) ..... \$160.00<br><input type="checkbox"/> Related Facility - Campus Liquor Complex (State) ..... \$160.00<br><input type="checkbox"/> Retail Gaming Tavern License (City) ..... \$500.00<br><input type="checkbox"/> Retail Gaming Tavern License (County) ..... \$500.00<br><input type="checkbox"/> Retail Liquor Store License-Additional (City) ..... \$227.50<br><input type="checkbox"/> Retail Liquor Store License-Additional (County) ..... \$312.50<br><input type="checkbox"/> Retail Liquor Store (City) ..... \$227.50<br><input type="checkbox"/> Retail Liquor Store (County) ..... \$312.50<br><input type="checkbox"/> Tavern License (City) ..... \$500.00<br><input type="checkbox"/> Tavern License (County) ..... \$500.00<br><input type="checkbox"/> Vintners Restaurant License (City) ..... \$750.00<br><input type="checkbox"/> Vintners Restaurant License (County) ..... \$750.00 |
| <b>Section B      Liquor License Fees*</b><br><input type="checkbox"/> Add Optional Premises to H & R ..... \$100.00 X _____ Total _____<br><input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____<br><input type="checkbox"/> Add Sidewalk Service Area ..... \$75.00<br><input type="checkbox"/> Arts License (City) ..... \$308.75<br><input type="checkbox"/> Arts License (County) ..... \$308.75<br><input type="checkbox"/> Beer and Wine License (City) ..... \$351.25<br><input type="checkbox"/> Beer and Wine License (County) ..... \$436.25<br><input checked="" type="checkbox"/> Brew Pub License (City) ..... \$750.00<br><input type="checkbox"/> Brew Pub License (County) ..... \$750.00<br><input type="checkbox"/> Campus Liquor Complex (City) ..... \$500.00<br><input type="checkbox"/> Campus Liquor Complex (County) ..... \$500.00<br><input type="checkbox"/> Campus Liquor Complex (State) ..... \$500.00<br><input type="checkbox"/> Club License (City) ..... \$308.75<br><input type="checkbox"/> Club License (County) ..... \$308.75<br><input type="checkbox"/> Distillery Pub License (City) ..... \$750.00<br><input type="checkbox"/> Distillery Pub License (County) ..... \$750.00<br><input type="checkbox"/> Hotel and Restaurant License (City) ..... \$500.00<br><input type="checkbox"/> Hotel and Restaurant License (County) ..... \$500.00<br><input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) ..... \$600.00<br><input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) ..... \$600.00<br><input type="checkbox"/> Liquor-Licensed Drugstore (City) ..... \$227.50 |   |

\* Note that the Division will not accept cash

Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information

Do not write in this space - For Department of Revenue use only

| Liability Information  |                |  |             |
|------------------------|----------------|--|-------------|
| License Account Number | Liability Date | License Issued Through (Expiration Date) | Total<br>\$ |
|                        |                |  |             |

## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information**

| Items submitted, please check all appropriate boxes completed or documents submitted |   |
|--|---|
| <b>I.</b>  | <b>Applicant information</b><br><input checked="" type="checkbox"/> A. Applicant/Licensee identified<br><input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application<br><input checked="" type="checkbox"/> C. License type or other transaction identified<br><input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority)<br><input checked="" type="checkbox"/> E. All sections of the application need to be completed<br><input checked="" type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application  |
| <b>II.</b>   | <b>Diagram of the premises</b><br><input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11"<br><input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)<br><input type="checkbox"/> C. Separate diagram for each floor (if multiple levels)<br><input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant<br><input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises  |
| <b>III.</b>  | <b>Proof of property possession (One Year Needed)</b><br><input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk<br><input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2)<br><input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant<br><input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)   |
| <b>IV.</b>   | <b>Background information (DR 8404-I) and financial documents</b><br><input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)<br><input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor.<br><b>Do not complete fingerprint cards prior to submitting your application.</b><br>The Vendors are as follows:<br><b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free)<br><b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a><br>Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a><br>Phone: 720-292-2722 Toll Free: 833-224-2227<br><b>Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:</b><br><a href="https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks">https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks</a><br><input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license<br><input type="checkbox"/> D. List of all notes and loans (Copies to also be attached) <i>N/A</i> |
| <b>V.</b>  | <b>Sole proprietor/husband and wife partnership (if applicable)</b><br><input type="checkbox"/> A. Form DR 4679<br><input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant   |
| <b>VI.</b>   | <b>Corporate applicant information (if applicable)</b><br><input type="checkbox"/> A. Certificate of Incorporation<br><input type="checkbox"/> B. Certificate of Good Standing<br><input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)  |
| <b>VII.</b>  | <b>Partnership applicant information (if applicable)</b><br><input type="checkbox"/> A. Partnership Agreement (general or limited).<br><input type="checkbox"/> B. Certificate of Good Standing   |
| <b>VIII.</b>   | <b>Limited Liability Company applicant information (if applicable)</b><br><input checked="" type="checkbox"/> A. Copy of articles of organization<br><input checked="" type="checkbox"/> B. Certificate of Good Standing<br><input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable)<br><input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)  |
| <b>IX.</b>   | <b>Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b><br><input type="checkbox"/> A. \$75.00 fee<br><input type="checkbox"/> B. Individual History Record (DR 8404-I)<br><input type="checkbox"/> C. If owner is managing, no fee required  |



|  |                                    |   |             |                     |
|--|------------------------------------|---|-------------|---------------------|
| <b>Name</b><br>South Park Brewing LLC  | <b>Type of License</b><br>Brew Pub | <b>Account Number</b>   |             |                     |
| 7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?   |                                    | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |             |                     |
| 8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):  |                                    |   |             |                     |
| a. Been denied an alcohol beverage license?  |                                    | <input type="checkbox"/> <input checked="" type="checkbox"/>        |             |                     |
| b. Had an alcohol beverage license suspended or revoked?   |                                    | <input type="checkbox"/> <input checked="" type="checkbox"/>        |             |                     |
| c. Had interest in another entity that had an alcohol beverage license suspended or revoked?   |                                    | <input type="checkbox"/> <input checked="" type="checkbox"/>        |             |                     |
| If you answered yes to 8a, b or c, explain in detail on a separate sheet.  |                                    |   |             |                     |
| 9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.  |                                    | <input type="checkbox"/> <input checked="" type="checkbox"/>        |             |                     |
| 10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?   |                                    | <input type="checkbox"/> <input checked="" type="checkbox"/>        |             |                     |
| Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>   |                                    |   |             |                     |
| Other: _____   |                                    |   |             |                     |
| 11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. |                                    | <input type="checkbox"/> <input type="checkbox"/>                   |             |                     |
| N/A  |                                    |   |             |                     |
| 12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.    |                                    | <input type="checkbox"/> <input type="checkbox"/>                   |             |                     |
| N/A  |                                    |   |             |                     |
| 13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?   |                                    | <input type="checkbox"/> <input type="checkbox"/>                   |             |                     |
| 13 b. Are you a Colorado resident?   |                                    | <input checked="" type="checkbox"/> <input type="checkbox"/>        |             |                     |
| 14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.   |                                    | <input type="checkbox"/> <input checked="" type="checkbox"/>        |             |                     |
| 15. Does the applicant, as listed on line 2 of this application, <b>have legal possession of the premises by ownership</b> , lease or other arrangement?   |                                    | <input checked="" type="checkbox"/> <input type="checkbox"/>        |             |                     |
| <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____  |                                    |   |             |                     |
| a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:  |                                    |   |             |                     |
| Landlord<br>Rocky Top Plaza LLC  | Tenant<br>South Park Brewing LLC   | Expires<br>08/15/2024   |             |                     |
| b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.  |                                    | <input type="checkbox"/> <input checked="" type="checkbox"/>        |             |                     |
| c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".   |                                    |   |             |                     |
| 16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.  |                                    |   |             |                     |
| Last Name  | First Name                         | Date of Birth   | FEIN or SSN | Interest/Percentage |
|  |                                    |   |             |                     |
| Last Name  | First Name                         | Date of Birth   | FEIN or SSN | Interest/Percentage |
|  |                                    |   |             |                     |
| <b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>                |                                    |   |             |                     |
| 17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:   |                                    |   |             |                     |
| Has a local ordinance or resolution authorizing optional premises been adopted?  |                                    | <input type="checkbox"/> <input type="checkbox"/>                   |             |                     |
| Number of additional Optional Premise areas requested. (See license fee chart)   |                                    |   |             |                     |
| 18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.   |                                    |   |             |                     |
| 19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:   |                                    |   |             |                     |
| a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?   |                                    | <input type="checkbox"/> <input type="checkbox"/>                   |             |                     |
| If "yes" a copy of license must be attached.   |                                    |   |             |                     |



|  |  |  |                              |                      |
|--|--|--|------------------------------|----------------------|
| Name<br><b>South Park Brewing LLC</b>  | Type of License<br><b>Brew Pub</b>       | Account Number   |                              |                      |
| <b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>  |  |  |                              |                      |
| a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?   | Yes                                      | No   |                              |                      |
| b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?  | <input type="checkbox"/>                 | <input type="checkbox"/>                                     |                              |                      |
| c. How long has the club been incorporated?  | <input type="checkbox"/>                 | <input type="checkbox"/>                                     |                              |                      |
| d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?   | <input type="checkbox"/>                 | <input type="checkbox"/>                                     |                              |                      |
| <b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>   |  |  |                              |                      |
| a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)  | <input checked="" type="checkbox"/>      | <input type="checkbox"/>                                     |                              |                      |
| <b>22. Campus Liquor Complex applicants answer the following:</b>  |  |  |                              |                      |
| a. Is the applicant an institution of higher education?  | <input type="checkbox"/>                 | <input type="checkbox"/>                                     |                              |                      |
| b. Is the applicant a person who contracts with the institution of higher education to provide food services?<br>If "yes" please provide a copy of the contract with the institution of higher education to provide food services.   | <input type="checkbox"/>                 | <input type="checkbox"/>                                     |                              |                      |
| <b>23. For all on-premises applicants:</b>   |  |  |                              |                      |
| a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record<br>- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.   |  |  |                              |                      |
| b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application<br>- DR 8000 and fingerprints.   |  |  |                              |                      |
| Last Name of Manager<br><b>Kemp</b>  | First Name of Manager<br><b>Paul</b>     |  |                              |                      |
| <b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>   |  |  |                              |                      |
|  | Yes                                      | No   |                              |                      |
|  | <input type="checkbox"/>                 | <input checked="" type="checkbox"/>                          |                              |                      |
| <b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>   |  |  |                              |                      |
| a. Is the related facility located within the boundaries of the Campus Liquor Complex?<br>If yes, please provide a map of the geographical location within the Campus Liquor Complex.<br>If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.  |  |  |                              |                      |
| b. Designated Manager for Related Facility- Campus Liquor Complex  |  |  |                              |                      |
| Last Name of Manager   | First Name of Manager                    |  |                              |                      |
| <b>26. Tax Information.</b>  |  |  |                              |                      |
| a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?  |  | Yes No   |                              |                      |
|  |  | <input type="checkbox"/> <input checked="" type="checkbox"/> |                              |                      |
| b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?   |  | <input type="checkbox"/> <input checked="" type="checkbox"/> |                              |                      |
| <b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>   |  |  |                              |                      |
| Name<br><b>Paul Kemp</b>   | Home Address, City & State<br>[REDACTED] | DOB<br>[REDACTED]  | Position<br><b>President</b> | %Owned<br><b>100</b> |
| Name   | Home Address, City & State               | DOB  | Position                     | %Owned               |
| Name   | Home Address, City & State               | DOB  | Position                     | %Owned               |
| Name   | Home Address, City & State               | DOB  | Position                     | %Owned               |
| Name   | Home Address, City & State               | DOB  | Position                     | %Owned               |
| ** If applicant is owned 100% by a parent company, please list the designated principal officer on above.<br>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)<br>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:<br><input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S. |  |  |                              |                      |

|                                       |                                    |                |
|---------------------------------------|------------------------------------|----------------|
| Name<br><b>South Park Brewing LLC</b> | Type of License<br><b>Brew Pub</b> | Account Number |
|---------------------------------------|------------------------------------|----------------|

**Oath Of Applicant**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

|                          |  |                           |
|--------------------------|--|---------------------------|
| Authorized Signature<br> | Printed Name and Title<br><b>Paul Kemp - President</b> | Date<br><b>01/11/2022</b> |
|--------------------------|--|---------------------------|

**Report and Approval of Local Licensing Authority (City/County)**

|   |  |
|---|--|
| Date application filed with local authority<br><b>1/12/2022</b> | Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)<br><b>March 7, 2022</b> |
|---|--|

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date \_\_\_\_\_
- Will conduct inspection upon approval of state licensing authority

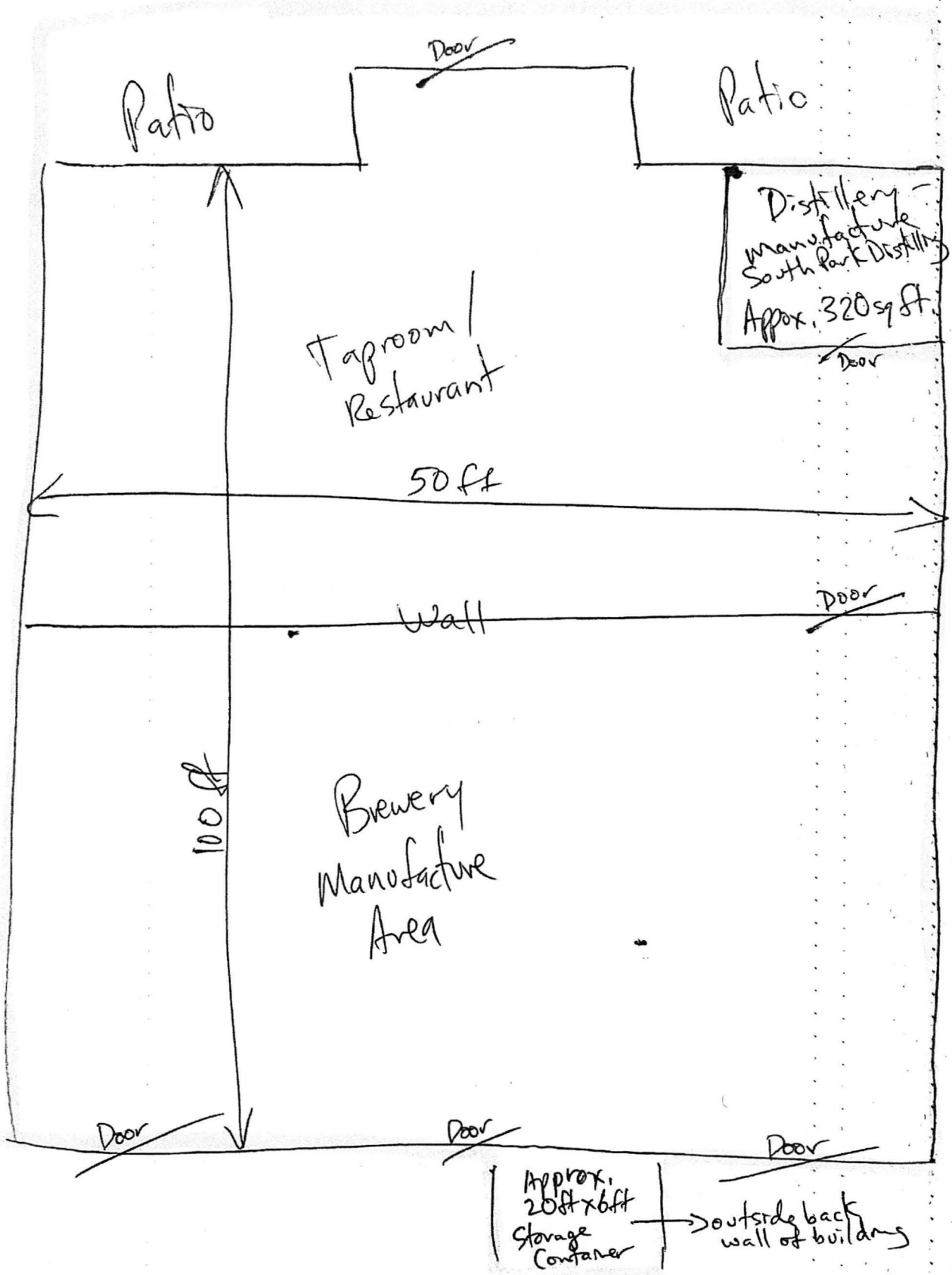
- |   |                          |                          |
|---|--------------------------|--------------------------|
| <input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?               | Yes                      | No                       |
| <input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?                | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. |                          |                          |
| <input checked="" type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?       | <input type="checkbox"/> | <input type="checkbox"/> |

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

|  |  |   |
|--|--|---|
| Local Licensing Authority for<br><b>Town of Fairplay</b> | Telephone Number<br><b>7198362622 x103</b> | <input checked="" type="checkbox"/> Town, City<br><input type="checkbox"/> County |
|--|--|---|

|               |                               |                            |                        |
|---------------|-------------------------------|----------------------------|------------------------|
| Signature<br> | Print<br><b>Kim Wittbrodt</b> | Title<br><b>Treasurer</b>  | Date<br><b>1/12/22</b> |
|               | Print<br><b>Janell Siacca</b> | Title<br><b>Town Clerk</b> | Date                   |

\* Area inside highlighted area is  
Proposed Brew Pub Premise





Colorado Secretary of State  
 Date and Time: 12/29/2012 06:28 AM  
 ID Number: 20121719863  
 Document number: 20121719863  
 Amount Paid: \$1.00

Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

**Beatnik Brewing Company LLC**

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address **1477 Ivanhoe Street**  
*(Street number and name)*

**Denver** **CO** **80220**  
*(City) (State) (ZIP/Postal Code)*

**United States**  
*(Province - if applicable) (Country)*

Mailing address  
 (leave blank if same as street address)

*(Street number and name or Post Office Box information)*

*(City) (State) (ZIP/Postal Code)*

*(Province - if applicable) (Country)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name  
 (if an individual) **Kemp** **Paul** **William**  
*(Last) (First) (Middle) (Suffix)*

or

(if an entity)  
*(Caution: Do not provide both an individual and an entity name.)*

Street address **1477 Ivanhoe Street**  
*(Street number and name)*

**Denver** **CO** **80220**  
*(City) (State) (ZIP Code)*

Mailing address  
 (leave blank if same as street address)

*(Street number and name or Post Office Box information)*

\_\_\_\_\_  
(City) CO (State) \_\_\_\_\_ (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) Kemp Paul William  
(Last) (First) (Middle) (Suffix)

or

(if an entity)  
(Caution: Do not provide both an individual and an entity name.)

Mailing address 1477 Ivanhoe Street  
(Street number and name or Post Office Box information)

Denver CO 80220  
(City) (State) (ZIP/Postal Code)  
United States  
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in  
(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

|  |                          |                                  |                         |
|--|--------------------------|----------------------------------|-------------------------|
| <u>Kemp</u>  | <u>Paul</u>              | <u>William</u>                   |                         |
| <small>(Last)</small>  | <small>(First)</small>   | <small>(Middle)</small>          | <small>(Suffix)</small> |
| <u>1477 Ivanhoe Street</u>   |                          |                                  |                         |
| <small>(Street number and name or Post Office Box information)</small> |                          |                                  |                         |
| <hr/>  |                          |                                  |                         |
| <u>Denver</u>  | <u>CO</u>                | <u>80220</u>                     |                         |
| <small>(City)</small>  | <small>(State)</small>   | <small>(ZIP/Postal Code)</small> |                         |
| <u></u>  | <u>United States</u>     |                                  |                         |
| <small>(Province – if applicable)</small>                              | <small>(Country)</small> |                                  |                         |

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).





Colorado Secretary of State  
 Date and Time: 04/23/2014 08:02 PM  
 ID Number: 20121719863  
 Document number: 20141258771  
 Amount Paid: \$25.00

Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Amendment**

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

ID number: 20121719863

1. Entity name: Beatnik Brewing Company LLC  
*(If changing the name of the limited liability company, indicate name before the name change)*

2. New Entity name: South Park Brewing LLC  
 (if applicable)

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

"bank" or "trust" or any derivative thereof  
 "credit union"       "savings and loan"  
 "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the limited liability company's period of duration as amended is less than perpetual, state the date on which the period of duration expires:  
 \_\_\_\_\_  
*(mm/dd/yyyy)*

or

If the limited liability company's period of duration as amended is perpetual, mark this box:

6. (Optional) Delayed effective date: \_\_\_\_\_  
*(mm/dd/yyyy)*

Notice:  
 Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:  
Kemp                      Paul  
*(Last)*                                      *(First)*                      *(Middle)*                      *(Suffix)*

5101 Hale Pkwy

*(Street name and number or Post Office Box information)*

Denver

*(City)*

CO 80220

*(State)*

*(Postal/Zip Code)*

United States

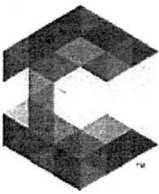
*(Province – if applicable)*

*(Country – if not US)*

*(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box  and include an attachment stating the name and address of such individuals.)*

**Disclaimer:**

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

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## Summary

| Details                                 |   |                       |                           |
|---|---|-----------------------|---------------------------|
| <b>Name</b>                             | South Park Brewing LLC                                |                       |                           |
| <b>Status</b>                           | Good Standing   | <b>Formation date</b> | 12/29/2012                |
| <b>ID number</b>                        | 20121719863   | <b>Form</b>           | Limited Liability Company |
| <b>Periodic report month</b>            | December  | <b>Jurisdiction</b>   | Colorado                  |
| <b>Principal office street address</b>  | 297 1/2 US Hwy 285, Fairplay, CO 80440, United States |                       |                           |
| <b>Principal office mailing address</b> | PO Box 2131, Fairplay, CO 80440, United States        |                       |                           |

| Registered Agent       |  |
|------------------------|--|
| <b>Name</b>            | Paul William Kemp  |
| <b>Street address</b>  | 297 1/2 US Hwy 285, Fairplay, CO 80440, United States                          |
| <b>Mailing address</b> | 297 1/2 US Hwy 285, PO Box 213, PO Box 2131, Fairplay, CO 80440, United States |

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## NOTICE OF PUBLIC HEARING ON LIQUOR LICENSE APPLICATION

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Board of Trustees of the Town of Fairplay, Colorado, in the Council Chambers of the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on Monday, March 7, 2022, beginning at 6:00 p.m. or approximately thereafter. This hearing is on an application for a Brew Pub Liquor License for South Park Brewing LLC, located at 297 ½ US HWY 285, Fairplay, Colorado, as submitted by Paul Kemp. The following information is provided:

APPLICATION REQUEST: Brew Pub License

LOCATION: 297 ½ US Highway 285, Fairplay, Colorado

DATE OF APPLICATION: January 12, 2022

DATE OF HEARING: March 7, 2022

APPLICANT: Owner, Paul Kemp  
South Park Brewing LLC  
685 Silverheels Circle  
Fairplay, CO 80440

All interested parties are encouraged to attend. Further information can be obtained at the Clerk's Office, 901 Main Street, Fairplay, CO, or by calling (719) 836-2622.

For the Board of Trustees  
Town of Fairplay, Colorado

Kim Wittbrodt  
Town Treasurer

As per Section 12-47-311C.R.S., Public notice - posting and publication, this notice is posted by sign in a conspicuous place on the premises for which this application has been made on or before Friday, February 25, 2022 and published in *The Fairplay Flume* on Friday, February 25, 2022, not less than 10 days prior to the hearing.

**OFFICE**  
**NUMBER 2018-00539**  
**DEED OF PROPERTY**  
**SALE**  
**FOR ISSUANCE**  
**OF DEED**

Possession or Oc-  
cupancy of Described Land,  
the Person in Whose  
Name the same was Taxed or Specially As-  
sessed, and to all Persons having Interest  
of Title of Record in or to the said Premises  
and To Whom It May Concern, and more espe-  
cially to: **HARTSEL SPRINGS RANCH OF**  
**COLORADO INC and MOUNTAIN LARK IN-**  
**VESTMENTS LLC**

You and each of you are hereby notified that  
on the 9th day of November 2018, the then  
County Treasurer of Park County, in the State  
of Colorado, sold at public tax lien sale to  
**MOUNTAIN LARK INVESTMENTS LLC** the  
following described property situate in the  
County of Park, State of Colorado, to-wit:  
**Schedule Number: 24837**  
**Legal Description: HARTSEL RANCH**  
**UNIT 104 LOT 5650**

and said County Treasurer issued a certificate  
of purchase therefore to **MOUNTAIN LARK**  
**INVESTMENTS LLC**.

That said tax lien sale was made to satisfy the  
delinquent property (and special assessment)  
taxes assessed against said property for the  
year 2017;

That said property was taxed or specially as-  
sessed in the name(s) of **HARTSEL SPRINGS**  
**RANCH OF COLORADO INC** for said year  
2017;

That said **MOUNTAIN LARK INVESTMENTS**  
**LLC** on the 2nd day of February 2022, the  
present holder of said certificate (who) has made  
request upon the Treasurer of said County for  
a deed to said property;

That a Treasurer's Deed will be issued for  
said property to **MOUNTAIN LARK INVEST-**  
**MENTS LLC** at 2:00 o'clock p.m., on the 21st  
day of June 2022 unless the same has been  
redeemed;

Said property may be redeemed from said  
sale at any time prior to the actual execution  
of said Treasurer's Deed.

This Notice of Purchase will be published in  
The Flume on February 18, 2022, February  
25, 2022 and March 4, 2022.

Witness my hand this 9th day of February  
2022  
Michelle A. Miller  
Park County Treasurer

**AT TAX LIEN SALE**  
**AND OF APPLICATION FOR ISSUANCE**  
**OF TREASURER'S DEED**

To Every Person in Actual Possession or Oc-  
cupancy of the hereinafter Described Land,  
Lot or Premises, and to the Person in Whose  
Name the same was Taxed or Specially As-  
sessed, and to all Persons having Interest  
of Title of Record in or to the said Premises  
and To Whom It May Concern, and more espe-  
cially to: **HARTSEL SPRINGS RANCH OF**  
**COLORADO INC and MOUNTAIN LARK IN-**  
**VESTMENTS LLC**

You and each of you are hereby notified that  
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County Treasurer of Park County, in the State  
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and said County Treasurer issued a certificate  
of purchase therefore to **MOUNTAIN LARK**  
**INVESTMENTS LLC**.

That said tax lien sale was made to satisfy the  
delinquent property (and special assessment)  
taxes assessed against said property for the  
year 2017;

That said property was taxed or specially as-  
sessed in the name(s) of **HARTSEL SPRINGS**  
**RANCH OF COLORADO INC** for said year  
2017;

That said **MOUNTAIN LARK INVESTMENTS**  
**LLC** on the 2nd day of February 2022, the  
present holder of said certificate (who) has made  
request upon the Treasurer of said County for  
a deed to said property;

That a Treasurer's Deed will be issued for  
said property to **MOUNTAIN LARK INVEST-**  
**MENTS LLC** at 2:00 o'clock p.m., on the 21st  
day of June 2022 unless the same has been  
redeemed;

Said property may be redeemed from said  
sale at any time prior to the actual execution  
of said Treasurer's Deed.

This Notice of Purchase will be published in  
The Flume on February 18, 2022, February  
25, 2022 and March 4, 2022.

Witness my hand this 9th day of February  
2022  
Michelle A. Miller  
Park County Treasurer

*Rebekah McCarver*  
Rebekah McCarver, Deputy II of Park County,  
Colorado  
719-836-4242

**PUBLIC NOTICE**  
**A CALL FOR NOMINATIONS**  
**(NOTICE BY PUBLICATION OF)**  
§1-13.5-501, 1-13.5-1102(3), 32-1-905(2),  
C.R.S.

**TO WHOM IT MAY CONCERN**, and, particu-  
larly, to the electors of the Platte Canyon Fire  
Protection District of Park County, Colorado.

**NOTICE IS HEREBY GIVEN** that an  
election will be held on the 3rd day of May  
2022, between the hours of 7:00 a.m. and  
7:00 p.m. At that time, TWO directors will  
be elected to serve 3-year terms. Eligible  
electors of the Platte Canyon Fire Protection  
District interested in serving on the board of  
directors may obtain a Self-Nomination and  
Acceptance form from the District Designated  
Election Official (DEO):

Annie Linnehan- Designated Election Official  
Station 2 (Crown Hill) 153 Delwood Drive,  
Bailey, CO 80421  
(303) 838-5853

The Office of the DEO is open on the follow-  
ing days: Monday through Thursday from 7  
a.m. to 5 p.m.

The deadline to submit a Self-Nomination  
and Acceptance is close of business on  
**February 25, 2022** (not less than 67 days  
before the election).

Affidavit of Intent To Be A Write-In-Candidate  
forms must be submitted to the office of the  
designated election official by the close of  
business on **Monday, February 28, 2022**  
(the sixty-fourth day before the election).

**NOTICE IS FURTHER GIVEN**, an application  
for an absentee ballot shall be filed with the  
designated election official no later than the  
close of business on **Tuesday** preceding the  
election, **April 26, 2022**.

*Annie Linnehan*  
Designated Election Official Signature  
As published in the Park County Republican  
and Fairplay Flume on February 25, 2022

**PUBLIC NOTICE**  
**DISTRICT COURT, PARK COUNTY,**  
**COLORADO**  
Court Address: 300 4th Street, P.O. Box 190,  
Fairplay, CO 80440

**Plaintiff: Milena Kassel and Robert**  
**Kassel, a/k/a Robert H. Kassel**  
**Defendants: Dukes Resources, LLC; and**  
**ALL UNKNOWN PERSONS WHO MAY**  
**CLAIM ANY INTEREST IN THE SUBJECT**

more particularly described as follows:  
Commencing at the S ¼ Corner of  
said section 12, Thence N25°12'11"E  
for a distance of 1350.20' To the Point  
of Beginning, Thence S 63°39'52"W  
for a distance of 201.49', Thence  
N29°43'15"W for a distance of 405.98',  
Thence N55°31'48"E for a distance  
of 219.14', Thence to the right along  
the ARC of a curve whose Delta is  
03°58'46" and whose radius is 3518.99'  
for a distance of 244.42' and whose  
chord bears S28°20'14"E for a distance  
of 244.28', Thence S26°20'08"E for  
a distance of 192.15' to the point of  
beginning, containing 2.05 acres, more  
or less, (hereinafter "the Premises"),  
pursuant to that Land Survey Plat  
recorded December 15, 2021, at recep-  
tion no. 787859, in Park County, CO;  
Known by address, 727 CR 19, Alma,  
CO 80420; Parcel No. 10048

**DATED** this 16<sup>th</sup> day of February, 2022.  
Respectfully submitted,  
Hartshorn Law Office, LLC  
\* Original signed document  
is on file at the law office of  
Hartshorn Law Office, LLC  
pursuant to C.R.C.P. 121,  
Section 1-26

By: S/ Ed Hartshorn  
As published in the Park County Republican  
and Fairplay Flume on February 25, March 4,  
11, 18, 25, 2022

**PUBLIC NOTICE**  
**NOTICE OF PUBLIC HEARING ON**  
**LIQUOR LICENSE APPLICATION**

**NOTICE IS HEREBY GIVEN** that a public  
hearing will be held before the Board of  
Trustees of the Town of Fairplay, Colorado, in  
the Council Chambers of the Fairplay Town  
Hall, 901 Main Street, Fairplay, Colorado,  
on Monday, March 7, 2022, beginning at  
6:00p.m. or approximately thereafter. This  
hearing is on an application for a Hotel and  
Restaurant Liquor License for Casa Sanchez  
4 LLC, located at 706 Main Street, Fairplay,  
Colorado, as submitted by Roger Sanchez.  
The following information is provided:

**APPLICATION REQUEST:**  
Hotel and Restaurant License  
**LOCATION:**  
706 Main Street, Fairplay, Colorado  
**DATE OF APPLICATION:**  
February 28, 2022

**DATE OF HEARING:**  
March 7, 2022

**APPLICANT:**  
Owner, Roger Sanchez  
Casa Sanchez 4 LLC  
28793 Westwinds Place  
Buena Vista, CO 81211

All interested parties are encouraged to  
attend. Further information can be obtained  
at the Clerk's Office, 901 Main Street,  
Fairplay, CO, or by calling (719) 836-2622.

For the Board of Trustees  
Town of Fairplay, Colorado  
Kim Wittbrodt  
Town Treasurer

As per Section 12-47-311C.R.S., Public  
notice- posting and publication, this notice is  
posted by sign in a conspicuous  
place on the premises for which this applica-  
tion has been made on or before Friday,  
February 25, 2022 and published  
in The Fairplay Flume on Friday, February  
25, 2022, not less than 10 days prior to the  
hearing.

**PUBLIC NOTICE**  
**NOTICE OF PUBLIC HEARING ON**  
**LIQUOR LICENSE APPLICATION**

**NOTICE IS HEREBY GIVEN** that a public  
hearing will be held before the Board of  
Trustees of the Town of Fairplay, Colorado, in  
the Council Chambers of the Fairplay Town  
Hall, 901 Main Street, Fairplay, Colorado,  
on Monday, March 7, 2022, beginning at  
6:00p.m. or approximately thereafter. This  
hearing is on an application for a Brew Pub  
Liquor License for South Park Brewing LLC,  
located at 297 1/2 US HWY 285, Fairplay,  
Colorado, as submitted by Paul Kemp. The  
following information is provided:

**APPLICATION REQUEST:**  
Brew Pub License  
**LOCATION:**  
297 1/2 US Highway 285, Fairplay, Colorado  
**DATE OF APPLICATION:**  
January 12, 2022

**DATE OF HEARING:**  
March 7, 2022

**APPLICANT:**  
Owner, Paul Kemp  
South Park Brewing LLC  
685 Silverheels Circle  
Fairplay, CO 80440

All interested parties are encouraged to  
attend. Further information can be obtained  
at the Clerk's Office, 901 Main Street,  
Fairplay, CO, or by calling (719) 836-2622.

For the Board of Trustees  
Town of Fairplay, Colorado  
Kim Wittbrodt  
Town Treasurer



# NOTICE

PURSUANT TO THE LIQUOR LAWS  
OF COLORADO

PAUL KEMP

SOUTH PARK BREWING LLC  
685 SILVERHEELS CIRCLE  
FAIRPLAY CO

HAS REQUESTED THE LICENSING  
OFFICIALS OF THE TOWN OF FAIRPLAY  
TO GRANT A BREW PUB  
LICENSE AT: 297 1/2 ILS HWY 285  
FAIRPLAY CO

**HEARING ON APPLICATION TO BE HELD AT:**

FAIRPLAY TOWN HALL  
901 MAIN STREET

TIME AND DATE: MARCH 7, 2022 6:00 PM

DATE OF APPLICATION: JAN 12, 2022

BY ORDER OF: C.R.S. 12-47-311

**OFFICERS:** PAUL KEMP, PRESIDENT

UNOFFICIAL COPY - NOT FOR RECORDING PURPOSES

MADEY 2019 02 06



## MEMORANDUM

To: Mayor and Board of Trustees  
From: Kim Wittbrodt, Treasurer  
Date: March 3, 2022  
RE: Casa Sanchez Liquor License Application

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On February 28, 2022, Rogelio Sanchez Ramirez, owner of Casa Sanchez 4, LLC, submitted an application for a Hotel and Restaurant Liquor License for Casa Sanchez 4, 706 Main Street, in Fairplay, Colorado. The application was deemed complete, the appropriate fees were paid, and the application set for public hearing before the Board of Trustees on March 7, 2022. Notice of Public Hearing was published in the Fairplay Flume on Friday, February 25, 2022, and posted on the property on February 25, 2022.

The results of the investigation of this application are as follows:

- A background check was completed on Rogelio Sanchez Ramirez, 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 commercial structures.
- Proof of possession of the premises has been provided.
- 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 no Brew Pub Liquor Licenses issued in the Town of Fairplay. South Park Brewing currently operates under a State of Colorado manufacturing license. The Brew Pub License will allow him to sell alcohol manufactured elsewhere. It is the opinion of staff that issuance of this license would not create an undue concentration of the same class of license, possibly increasing the need for law enforcement resources in Fairplay.

Staff finds that the application is complete, meets the requirements set forth in the Colorado Liquor Code and therefore recommends approval of the application for a Hotel and Restaurant Liquor License as applied for by Rogelio Sanchez Ramirez, owner of Casa Sanchez 4, LLC, 706 Main Street, in Fairplay, Colorado.

CC: Rogelio Sanchez Ramirez via email delivery and file

**MAYOR'S OPENING STATEMENT  
CASA SANCHEZ 4 COMPANY TAVERN LIQUOR LICENSE**

MAYOR JUST:

I will now open the public hearing on the application of Casa Sanchez 4, for a new Hotel and Restaurant Liquor License at 706 Main Street, in Fairplay, Colorado.

The Fairplay Board of Trustees, acting as the local liquor licensing authority, has jurisdiction to conduct this public hearing under the Colorado Liquor and Beer Codes found at Title 44, Article 3 of the Colorado Revised Statutes and also under the provisions of the Town's Code. Notice of this hearing has been given as required by C.R.S. Section 44-3-311, and the Chair will make the publisher's affidavit and the posted notice a part of the record of this proceeding.

The purpose of this hearing is to consider whether a new Hotel and Restaurant Liquor License should be issued to the applicant. In considering that matter the Board will address the criteria set forth in C.R.S. § 44-3-312 and particularly the reasonable requirements of the neighborhood for the type of license for which application has been made and the desires of the adult inhabitants of the neighborhood.

The procedure to be followed in this case will be as follows:

1. The applicant, or the applicant's legal counsel, may give an opening statement.
2. Following the opening statement, if any, the applicant and any other persons supporting the application may present any evidence supporting issuance of the license.
3. At the conclusion of the applicant's case, any persons opposing the issuance of the license and any other persons entitled to be heard may present evidence.
4. The applicant may then present any rebuttal evidence.

All witnesses may be cross-examined by any party, counsel for any party or the members of the Authority.

Are there any objections to the jurisdiction of the Liquor Authority or to the form or substance of these proceedings?

Hearing none, the applicant will now present its case.

# Colorado Liquor Retail License Application

**New License**  
  **New-Concurrent**  
  **Transfer of Ownership**  
  **State Property Only**  
  **Master file**

**• All answers must be printed in black ink or typewritten**  
**• Applicant must check the appropriate box(es)**  
**• Applicant should obtain a copy of the Colorado Liquor and Beer Code: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor)**

1. Applicant is applying as a/an  
  Individual  
  **Limited Liability Company**  
  Association or Other  
 Corporation  
  Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation      FEIN Number  
 Casa Sanchez 4 LLC      [REDACTED]

2a. Trade Name of Establishment (DBA)      State Sales Tax Number      Business telephone  
 Casa Sanchez 4      [REDACTED]      [REDACTED]

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
 706 Main Street

City      County      State      ZIP Code  
 Fairplay      Park      CO      80440

4. Mailing Address (Number and Street)      City or Town      State      ZIP Code  
 PO Box 774      Buena Vista      CO      81211

5. Email Address  
 [REDACTED]

6. If the premises currently has a liquor or beer license, you must answer the following questions

| Present Trade Name of Establishment (DBA) | Present State License Number | Present Class of License | Present Expiration Date |
|---|------------------------------|--------------------------|-------------------------|
|   |                              |                          |                         |

| Section A      Nonrefundable Application Fees* | Section B (Cont.)      Liquor License Fees* |
|--|---|
|--|---|

|   |   |
|---|---|
| <input type="checkbox"/> Application Fee for New License.....\$1,550.00<br><input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review .....\$1,650.00<br><input type="checkbox"/> Application Fee for Transfer .....\$1,550.00 | <input type="checkbox"/> Liquor-Licensed Drugstore (County) .....\$312.50<br><input type="checkbox"/> Lodging & Entertainment - L&E (City) .....\$500.00<br><input type="checkbox"/> Lodging & Entertainment - L&E (County) .....\$500.00 |
|---|---|

| Section B      Liquor License Fees* | Liquor License Fees* |
|-------------------------------------|----------------------|
|-------------------------------------|----------------------|

|   |   |
|---|---|
| <input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____<br><input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____<br><input type="checkbox"/> Add Sidewalk Service Area..... \$75.00<br><input type="checkbox"/> Arts License (City).....\$308.75<br><input type="checkbox"/> Arts License (County).....\$308.75<br><input type="checkbox"/> Beer and Wine License (City).....\$351.25<br><input type="checkbox"/> Beer and Wine License (County).....\$436.25<br><input type="checkbox"/> Brew Pub License (City).....\$750.00<br><input type="checkbox"/> Brew Pub License (County).....\$750.00<br><input type="checkbox"/> Campus Liquor Complex (City).....\$500.00<br><input type="checkbox"/> Campus Liquor Complex (County).....\$500.00<br><input type="checkbox"/> Campus Liquor Complex (State).....\$500.00<br><input type="checkbox"/> Club License (City).....\$308.75<br><input type="checkbox"/> Club License (County).....\$308.75<br><input type="checkbox"/> Distillery Pub License (City).....\$750.00<br><input type="checkbox"/> Distillery Pub License (County).....\$750.00<br><input checked="" type="checkbox"/> Hotel and Restaurant License (City).....\$500.00<br><input type="checkbox"/> Hotel and Restaurant License (County).....\$500.00<br><input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00<br><input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00<br><input type="checkbox"/> Liquor-Licensed Drugstore (City).....\$227.50 | <input type="checkbox"/> Manager Registration - H & R.....\$75.00<br><input type="checkbox"/> Manager Registration - Tavern.....\$75.00<br><input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00<br><input type="checkbox"/> Manager Registration - Campus Liquor Complex.....\$75.00<br><input type="checkbox"/> Optional Premises License (City).....\$500.00<br><input type="checkbox"/> Optional Premises License (County).....\$500.00<br><input type="checkbox"/> Racetrack License (City).....\$500.00<br><input type="checkbox"/> Racetrack License (County).....\$500.00<br><input type="checkbox"/> Resort Complex License (City).....\$500.00<br><input type="checkbox"/> Resort Complex License (County).....\$500.00<br><input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00<br><input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....\$160.00<br><input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00<br><input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00<br><input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00<br><input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50<br><input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50<br><input type="checkbox"/> Retail Liquor Store (City).....\$227.50<br><input type="checkbox"/> Retail Liquor Store (County).....\$312.50<br><input type="checkbox"/> Tavern License (City).....\$500.00<br><input type="checkbox"/> Tavern License (County).....\$500.00<br><input type="checkbox"/> Vintners Restaurant License (City).....\$750.00<br><input type="checkbox"/> Vintners Restaurant License (County).....\$750.00 |
|---|---|

**\* Note that the Division will not accept cash**

**Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information**

**Do not write in this space - For Department of Revenue use only**

| Liability Information  |                |  |             |
|------------------------|----------------|--|-------------|
| License Account Number | Liability Date | License Issued Through (Expiration Date) | Total<br>\$ |
|                        |                |  |             |



## Application Documents Checklist and Worksheet

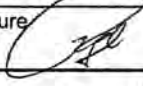

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information**

| <b>Items submitted, please check all appropriate boxes completed or documents submitted</b> |   |
|---|---|
| <b>I.</b>   | <b>Applicant information</b><br><input checked="" type="checkbox"/> A. Applicant/Licensee identified<br><input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application<br><input checked="" type="checkbox"/> C. License type or other transaction identified<br><input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority)<br><input checked="" type="checkbox"/> E. All sections of the application need to be completed<br><input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application   |
| <b>II.</b>  | <b>Diagram of the premises</b><br><input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11"<br><input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)<br><input type="checkbox"/> C. Separate diagram for each floor (if multiple levels)<br><input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant<br><input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises   |
| <b>III.</b>   | <b>Proof of property possession (One Year Needed)</b><br><input checked="" type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk<br><input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2)<br><input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant<br><input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)  |
| <b>IV.</b>  | <b>Background information (DR 8404-I) and financial documents</b><br><input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)<br><input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor.<br><b>Do not complete fingerprint cards prior to submitting your application.</b><br>The Vendors are as follows:<br><b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free)<br><b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a><br>Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a><br>Phone: 720-292-2722 Toll Free: 833-224-2227<br><b>Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:</b><br><a href="https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks">https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks</a><br><input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license<br><input type="checkbox"/> D. List of all notes and loans (Copies to also be attached) |
| <b>V.</b>   | <b>Sole proprietor/husband and wife partnership (if applicable)</b><br><input type="checkbox"/> A. Form DR 4679<br><input checked="" type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant  |
| <b>VI.</b>  | <b>Corporate applicant information (if applicable)</b><br><input type="checkbox"/> A. Certificate of Incorporation<br><input checked="" type="checkbox"/> B. Certificate of Good Standing<br><input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)   |
| <b>VII.</b>   | <b>Partnership applicant information (if applicable)</b><br><input checked="" type="checkbox"/> A. Partnership Agreement (general or limited).<br><input type="checkbox"/> B. Certificate of Good Standing  |
| <b>VIII.</b>  | <b>Limited Liability Company applicant information (if applicable)</b><br><input checked="" type="checkbox"/> A. Copy of articles of organization<br><input checked="" type="checkbox"/> B. Certificate of Good Standing<br><input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable)<br><input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)  |
| <b>IX.</b>  | <b>Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b><br><input type="checkbox"/> A. \$75.00 fee<br><input checked="" type="checkbox"/> B. Individual History Record (DR 8404-I)<br><input checked="" type="checkbox"/> C. If owner is managing, no fee required  |

|  |  |   |             |   |
|--|--|---|-------------|---|
| Name<br><b>Casa Sanchez 4 LLC</b>  | Type of License<br><b>New Restaurant</b> | Account Number  |             |   |
| 7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?   |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                 |             |   |
| 8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):  |  |   |             |   |
| a. Been denied an alcohol beverage license?  |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                 |             |   |
| b. Had an alcohol beverage license suspended or revoked?   |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                 |             |   |
| c. Had interest in another entity that had an alcohol beverage license suspended or revoked?   |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                 |             |   |
| If you answered yes to 8a, b or c, explain in detail on a separate sheet.  |  |   |             |   |
| 9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.  |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                 |             |   |
| 10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?   |  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                 |             |   |
| Waiver by local ordinance? <input checked="" type="checkbox"/>   |  |   |             |   |
| Other: _____   |  |   |             |   |
| 11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                 |             |   |
| 12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.    |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                 |             |   |
| 13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?   |  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                 |             |   |
| 13 b. Are you a Colorado resident?   |  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                 |             |   |
| 14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.   |  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                 |             |   |
| 15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?   |  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                 |             |   |
| Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____   |  |   |             |   |
| a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:  |  |   |             |   |
| Landlord<br><b>3 Tesoros LLC</b>   | Tenant<br><b>Casa Sanchez 4 LLC</b>      | Expires<br><b>02/23/2027</b>  |             |   |
| b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.  |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                 |             |   |
| c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".   |  |   |             |   |
| 16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.  |  |   |             |   |
| Last Name  | First Name                               | Date of Birth   | FEIN or SSN | Interest/Percentage   |
| Last Name  | First Name                               | Date of Birth   | FEIN or SSN | Interest/Percentage   |
| <b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>                |  |   |             |   |
| 17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:   |  |   |             |   |
| Has a local ordinance or resolution authorizing optional premises been adopted?  |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                 |             |   |
|  |  | Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/> |             |   |
| 18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.   |  |   |             |   |
| 19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:   |  |   |             |   |
| a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?   |  |   |             | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| If "yes" a copy of license must be attached.   |  |   |             | <b>na</b>   |

|   |  |   |                           |                     |
|---|--|---|---------------------------|---------------------|
| Name<br><b>Casa Sanchez 4 LLC</b>   | Type of License<br><b>New Restaurant</b> | Account Number  |                           |                     |
| <b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>   |  |   |                           |                     |
| a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?  | Yes <input type="checkbox"/>             | No <input type="checkbox"/>   |                           |                     |
| b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?   | <input type="checkbox"/>                 | <input type="checkbox"/>  |                           |                     |
| c. How long has the club been incorporated?   |  |   |                           |                     |
| d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?  | <input type="checkbox"/>                 | <input type="checkbox"/>  |                           |                     |
| <b>21. Brew Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>  |  |   |                           |                     |
| a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)   | <input type="checkbox"/>                 | <input type="checkbox"/>  |                           |                     |
| <b>22. Campus Liquor Complex applicants answer the following:</b>   |  |   |                           |                     |
| a. Is the applicant an institution of higher education?   | <input type="checkbox"/>                 | <input type="checkbox"/>  |                           |                     |
| b. Is the applicant a person who contracts with the institution of higher education to provide food services?<br>If "yes" please provide a copy of the contract with the institution of higher education to provide food services.  | <input type="checkbox"/>                 | <input type="checkbox"/>  |                           |                     |
| <b>23. For all on-premises applicants.</b>  |  |   |                           |                     |
| a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.   |  |   |                           |                     |
| b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application DR 8000 and fingerprints.  |  |   |                           |                     |
| Last Name of Manager<br><b>Sanchez Ramirez</b>  | First Name of Manager<br><b>Rogelio</b>  |   |                           |                     |
| <b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>  |  |   |                           |                     |
|   | Yes <input checked="" type="checkbox"/>  | No <input type="checkbox"/>   |                           |                     |
| <b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>  |  |   |                           |                     |
| a. Is the related facility located within the boundaries of the Campus Liquor Complex?<br>If yes, please provide a map of the geographical location within the Campus Liquor Complex.<br>If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.   |  |   |                           |                     |
| b. Designated Manager for Related Facility- Campus Liquor Complex   |  |   |                           |                     |
| Last Name of Manager  | First Name of Manager                    |   |                           |                     |
| <b>26. Tax Information.</b>   |  |   |                           |                     |
| a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?   |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |                           |                     |
| b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?  |  | <input type="checkbox"/> <input checked="" type="checkbox"/>        |                           |                     |
| <b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>  |  |   |                           |                     |
| Name<br><b>Rogelio Sanchez Ramirez</b>  | Home Address, City & State<br>[REDACTED] | DOB<br><b>6-8-12-11</b>   | Position<br><b>Member</b> | %Owned<br><b>50</b> |
| Name<br><b>Mariel Diaz Gonzalez</b>   | Home Address, City & State               | DOB   | Position<br><b>Member</b> | %Owned<br><b>50</b> |
| Name  | Home Address, City & State               | DOB   | Position                  | %Owned              |
| Name  | Home Address, City & State               | DOB   | Position                  | %Owned              |
| Name  | Home Address, City & State               | DOB   | Position                  | %Owned              |
| ** If applicant is owned 100% by a parent company, please list the designated principal officer on above.<br>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)<br>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:<br><input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S. |  |   |                           |                     |



|  |  |   |
|--|--|---|
| Name<br><b>Casa Sanchez 4 LLC</b>  | Type of License<br><b>New Restaurant</b>   | Account Number  |
| <b>Oath Of Applicant</b>   |  |   |
| I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.  |  |   |
| Authorized Signature<br>  | Printed Name and Title<br><b>Rogelio Sanchez Ramirez</b>   | Date<br><b>2/1/22</b>   |
| <b>Report and Approval of Local Licensing Authority (City/County)</b>  |  |   |
| Date application filed with local authority<br><b>2/1/2022</b>   | Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)<br><b>march 7, 2022</b> |   |
| The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:   |  |   |
| <input checked="" type="checkbox"/> Fingerprinted<br><input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants  |  |   |
| That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license   |  |   |
| (Check One)  |  |   |
| <input type="checkbox"/> Date of inspection or anticipated date _____<br><input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority  |  |   |
| <input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?  |  | Yes No<br><input type="checkbox"/> <input type="checkbox"/>                       |
| <input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?   |  | <input type="checkbox"/> <input type="checkbox"/>                                 |
| <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.  |  |   |
| <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?   |  | <input type="checkbox"/> <input type="checkbox"/>                                 |
| The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b> |  |   |
| Local Licensing Authority for<br><b>Town of Fairplay</b>   | Telephone Number<br><b>719 836 2620 x103</b>   | <input checked="" type="checkbox"/> Town, City<br><input type="checkbox"/> County |
| Signature<br>   | Print<br><b>Kim Wittbrodt</b>  | Title<br><b>Treasurer</b>   |
| Signature  | Print  | Date<br><b>2/1/22</b>   |



**Articles of Organization for a Limited Liability Company**

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

**The domestic entity name of the limited liability company is** Casa Sanchez 4, LLC

**The principal office street address is** 706 Main Street  
Fairplay CO 80440  
US

**The principal office mailing address is** PO BOX 774  
BUENA VISTA CO 81211  
US

**The name of the registered agent is** ROGELIO SANCHEZ RAMIREZ

**The registered agent's street address is** 28793 WESTWINDS PL  
BUENA VISTA CO 81211  
US

**The registered agent's mailing address is** PO BOX 774  
BUENA VISTA CO 81211  
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

**The management of the limited liability company is vested in** Members

There is at least one member of the limited liability company.

**Person(s) forming the limited liability company**

ROGELIO SANCHEZ RAMIREZ  
28793 WESTWINDS PL  
BUENA VISTA CO 81211  
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the

applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

ROGELIO SANCHEZ RAMIREZ  
28793 WESTWINDS PL  
BUENA VISTA CO 81211  
US

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Casa Sanchez 4, LLC

is a

Limited Liability Company

formed or registered on 01/11/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20221033840 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/06/2022 that have been posted, and by documents delivered to this office electronically through 01/11/2022 @ 08:13:38 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/11/2022 @ 08:13:38 in accordance with applicable law. This certificate is assigned Confirmation Number 13708987 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

**FOR**

**CASA SANCHEZ 4, LLC**

**ARTICLE I**

**Company Formation**

**1.1 FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization were filed with the Secretary of State on January 11, 2022.

**1.2 NAME.** The name of the Company shall be: CASA SANCHEZ 4, LLC.

**1.3 REGISTERED AGENT.** The name and location of the registered agent of the Company shall be: Rogelio Sanchez Ramirez, 28793 Westwinds Place, Buena Vista, CO 81211.

**1.4 TERM.** The Company shall continue for a perpetual period unless,

(a) The Members vote for dissolution; or

(b) Any event occurs which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Colorado.

**1.5 CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Member to continue the business of the Company shall expire if that member desires.

**1.6 BUSINESS PURPOSE.** The purpose of the Company is to operate any lawful business.

**1.7 PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be: 706 Main Street, Fairplay, CO 80440.

The principal place of business may be changed to a location the Members may select. The Members may also choose to store company documents at any address the Members choose.

**1.8 MEMBERS.** The name and place of residence of the Members are contained in Exhibit 1 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in this Agreement, additional members may be admitted to the Company through issuance by the Company of new membership units in the Company or a sale of a percent of current Member's interest.

## ARTICLE II

### **Capital Contributions**

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company \$1500.00.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

## ARTICLE III

### **Profits, Losses and Distributions**

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 1 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as the Members see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

3.3 **C CORPORATION ELECTION.** The Members may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Members.

## ARTICLE IV

### **Management**

4.1 **MANAGEMENT OF THE BUSINESS.** The management of the business is invested in the Members, Marisol Diaz Gonzalez and Rogelio Sanchez Ramirez.

4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. The Members are in control, management, direction, and operation of the



Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.

**4.3 POWERS OF THE MEMBER.** The Members are authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development, lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Members are authorized to execute and deliver (a) all contracts, conveyances, assignments, leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

**4.4 NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Members may designate. The Members shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

**4.5 COMPANY INFORMATION.** Upon request, the Chief Executive Member, if one is elected, shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Member's possession regarding the Company or its activities.

**4.6 EXCULPATION.** Any act or omission of a Member, the effect of which may cause or result in loss or damage to the Company or other members, if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability.

**4.7 INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and,

with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

**4.8 RECORDS.** The Members shall cause the Company to keep at its principal place of business or other location the following:

- (a) A copy of the Articles of Organization and the Company Operating Agreement and all amendments;
- (b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (c) Copies of any financial statements of the Company for the three most recent years.

## ARTICLE V

### **Compensation**

**5.1 MEMBER MANAGEMENT FEE.** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

**5.2 REIMBURSEMENT.** The Company shall reimburse the Members for all direct out-of-pocket expenses incurred by a Member in managing the Company.

## ARTICLE VI

### **Bookkeeping**

**6.1 BOOKS.** The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Members shall select. The company's accounting period shall be the calendar year.

**6.2 MEMBER'S ACCOUNTS.** The Members shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

- (a) Any additional capital contribution made by him/her;
- (b) Credit balances transferred from his distribution account to his capital account; and decreased by:
  - (i) Distributions to him/her in reduction of Company capital;
  - (ii) The Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS.** The Members shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

## ARTICLE VII

### **Transfers**

7.1 **TRANSFERS.** A Member may not sell, offer for sale, assign, pledge, mortgage, hypothecate, or otherwise transfer or encumber all or any part of his interest in the Company, either directly or indirectly, in the absence of the unanimous written consent of all other Members.

7.2 **SALES CONDITIONS.** A Member may sell his Company interest, but only after he has first offered it to the Company as follows:

(a) The Member shall give written notice to the Limited Liability Company that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser to buy the interest. This offer shall be complete in all details of purchase price and terms of payment. The Member shall certify that the offer is genuine and in all respects what it purports to be.

(b) For 90 days from receipt of the written notice from the Member, the Limited Liability Company shall have the option to retire the interest of the Member at the price and on the terms contained in the offer submitted by the Member.

(c) If the Limited Liability Company does not exercise the option to acquire his interest during this time period, the Member shall be free to sell his Limited Liability Company interest to the said prospective purchaser for a period of 30 days for the price, and on the terms contained in the certified offer submitted by the member. If a sale is not consummated during that time, a new offer to the Limited Liability Company must be made.

7.3 **EFFECT OF DEATH, LEGAL INCAPACITY, ETC. OF MEMBER.** The death, legal incapacity, retirement, resignation, bankruptcy, expulsion, dissolution or termination of any one or more of the Members shall not terminate the Limited Liability Company if, within ninety (90) days, the business of the Limited Liability Company is continued by consent of all remaining Members.

(a) A deceased, incompetent or disabled Member's interest in the Limited Liability Company and obligations under this Agreement shall, in such event, pass to his or their personal representative, conservator or legal successor, subject to the terms and conditions of this Agreement; and the Limited Liability Company shall continue as a Limited Liability Company. The estate or successor of the Member shall be liable for all his obligations as a Member. In no event however, shall a personal representative, administrator, trustee, committee, conservator, representative, or successor become a substituted Member without compliance with all Articles and provisions herein relating to the addition of new Members.

(b) If a Member is a corporation, trust or other entity and is dissolved or terminated, the legal representative or successor of said Member may exercise all of the powers of an assignee or transferee of the Member, subject to compliance with the terms and conditions of this Agreement.

(c) In the event that a deceased or incompetent Member's successor is not acceptable to the other Members and/or does not agree to be bound by this Agreement or fails to meet any other terms and conditions required of a substituted Member, such successor does not become a Member of this Limited Liability Company, but only becomes a recipient of the deceased or incompetent Member's economic interest. In such event, the successor shall have no management rights, no right to vote, no right to dissolve the Limited Liability Company, no right to inspect and copy Limited Liability Company records, no right to obtain Limited Liability Company financial records including copies of the Limited Liability Company's tax returns, and no right to demand a formal accounting of the Limited Liability Company's affairs.

**7.4 RESIGNATION/WITHDRAWAL.** If a Member wishes to resign or withdraw from the Limited Liability Company, the Member shall first offer in writing to sell his interest to the Limited Liability Company at the value determined in accordance with subparagraph (a) hereof. If the Limited Liability Company wishes to purchase said interest, the Limited Liability Company shall notify the offering Member of its decision within thirty (30) days after receipt of the offer. If the Limited Liability Company accepts said offer, payment shall be in accordance with subparagraph (b) hereof, or as mutually agreed by the resigning Member and the Limited Liability Company.

(a) In the event of a sale under the provisions of this paragraph 7.4, the sales price shall be 100% of the current fair market value of the Member's proportionate interest. The Limited Liability Company's certified public accountant shall redetermine the current fair market value from time to time, as requested by the Members. Such redetermined value shall be reflected in the minutes of the Limited Liability Company.

(b) In the event of a sale, as aforesaid, the purchase price shall be paid as follows: The Limited Liability Company shall pay 20% of the value of the resigning Member's interest in cash upon acceptance of the resigning Member's offer and shall at the same time execute a promissory note in the resigning Member's favor for the balance, payable in equal monthly installments over forty-eight months, together with interest thereon at the rate of 8% per annum.

(c) In the event that the Limited Liability Company elects not to purchase the withdrawing Member's interest, the withdrawing Member may either withdraw his notice of resignation/withdrawal, or may proceed. If the Member proceeds, the Member shall retain his economic interest in the Limited Liability Company only, and shall lose all other rights.

**7.5 SUBSTITUTED MEMBERS.** A substituted Member is a person admitted to all the rights of a Member who has died or assigned his interest in the Limited Liability Company. No assignee, transferee, donee, legatee, or distributee (by conveyance, operation of law, or otherwise) of all or any part of a Member's interest in the Limited Liability Company shall have the right to become a Member as that term is defined in the Colorado Limited Liability Company



Act unless (a) every Member consents in writing; and (b) such assignee, transferee, donee, legatee, or distributee executes and delivers a copy of this Agreement as amended and such other documents and takes such other actions as the Members shall reasonably deem necessary or advisable to cause him to become a substituted Member, and pays all reasonable expenses required by the Members to be paid in connection therewith, which may include without limitation the cost of attorney review and attorney advice on preparing and filing amended Articles of Organization as may be advisable.

**7.6 TRANSFER PROHIBITION.** Anything in this Agreement to the contrary notwithstanding, no Member or other person who has become the holder of an interest in this Limited Liability Company shall transfer, assign, or encumber all or any portion of his interest in the Limited Liability Company during any fiscal year if such transfer, assignment, or encumbrance would result in the termination of the Limited Liability Company's tax status for purposes of the then-applicable provisions of the Internal Revenue Code, currently in effect and as hereafter amended.

**7.7 RIGHTS OF CREDITORS.** Rights of creditors against Members shall be as described in Colorado Revised Statutes §7-80-703, as currently in existence and as amended in the future.

## ARTICLE VIII

### **Dissolution**

**8.1 DISSOLUTION.** The Members may dissolve the LLC at any time. The Members may NOT dissolve the LLC for a loss of membership interests.

**8.2 LIQUIDATION.** In the event of dissolution and following the sale of all of the Limited Liability Company's assets, the assets of the Limited Liability Company shall be paid and distributed as follows:

- (a) To creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Limited Liability Company other than liabilities for distributions to Members under sections 7-80-601 or -03 of the Colorado Limited Liability Company Act;
- (b) To Members and former Members of the Limited Liability Company in satisfaction of liabilities for distributions under sections 7-80-601 or -603 of the Colorado Limited Liability Company Act; and
- (c) To Members of the Limited Liability Company for the return of their contributions and respecting their membership interests in the proportions in which the Members share in distributions.

## CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members' express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 8 pages, constitutes, together with Exhibit 1, the Operating Agreement of CASA SANCHEZ 4, LLC, adopted by the members as of January 11, 2022.

### Members:

---

**Printed Name:** Rogelio Sanchez Ramirez

Percent: 50%

---

**Printed Name:** Marisol Diaz Gonzalez

Percent: 50%



**EXHIBIT 1**

**LISTING OF MEMBERS**

As of the 11<sup>th</sup> day of January, 2022, the following is a list of Members of the Company:

**Name: Rogelio Sanchez Ramirez    Percent 50%**

Address: 28793 Westwinds Place, Buena Vista, CO 81211

**Name: Marisol Diaz Gonzalez    Percent 50%**

Address: 28793 Westwinds Place, Buena Vista, CO 81211

ICE  
ER 2018-00539  
OF PROPERTY  
ALE  
FOR ISSUANCE  
S DEED  
Possession or Oc-  
Described Land,  
Person in Whose  
d or Specially As-  
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INGS RANCH OF  
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INC for said year  
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**AT TAX LIEN SALE  
AND OF APPLICATION FOR ISSUANCE  
OF TRESURER'S DEED**

To Every Person in Actual Possession or Occupancy of the hereinafter Described Land, Lot or Premises, and to the Person in Whose Name the same was Taxed or Specially Assessed, and to all Persons having Interest of Title of Record in or to the said Premises and To Whom It May Concern, and more especially to: **HARTSEL SPRINGS RANCH OF COLORADO INC and MOUNTAIN LARK INVESTMENTS LLC**

You and each of you are hereby notified that on the 9th day of November 2018, the then County Treasurer of Park County, in the State of Colorado, sold at public tax lien sale to **MOUNTAIN LARK INVESTMENTS LLC** the following described property situate in the County of Park, State of Colorado, to-wit:

**Schedule Number: 24837  
Legal Description: HARTSEL RANCH  
UNIT 104 LOT 5650**

and said County Treasurer issued a certificate of purchase therefore to **MOUNTAIN LARK INVESTMENTS LLC**.

That said tax lien sale was made to satisfy the delinquent property (and special assessment) taxes assessed against said property for the year 2017;

That said property was taxed or specially assessed in the name(s) of **HARTSEL SPRINGS RANCH OF COLORADO INC** for said year 2017;

That said **MOUNTAIN LARK INVESTMENTS LLC** on the 2nd day of February 2022, the present holder of said certificate (who) has made request upon the Treasurer of said County for a deed to said property;

That a Treasurer's Deed will be issued for said property to **MOUNTAIN LARK INVESTMENTS LLC** at 2:00 o'clock p.m., on the 21st day of June 2022 unless the same has been redeemed;

Said property may be redeemed from said sale at any time prior to the actual execution of said Treasurer's Deed.

This Notice of Purchase will be published in *The Flume* on February 18, 2022, February 25, 2022 and March 4, 2022.

Witness my hand this 9th day of February 2022

Michelle A. Miller  
Park County Treasurer

*Rebekah McCarver*

Rebekah McCarver, Deputy II of Park County,  
Colorado  
719-836-4242

**PUBLIC NOTICE  
A CALL FOR NOMINATIONS  
(NOTICE BY PUBLICATION OF)**

§1-13.5-501, 1-13.5-1102(3), 32-1-905(2),  
C.R.S.

**TO WHOM IT MAY CONCERN**, and, particularly, to the electors of the Platte Canyon Fire Protection District of Park County, Colorado.

**NOTICE IS HEREBY GIVEN** that an election will be held on the 3rd day of May 2022, between the hours of 7:00 a.m. and 7:00 p.m. At that time, TWO directors will be elected to serve 3-year terms. Eligible electors of the Platte Canyon Fire Protection District interested in serving on the board of directors may obtain a Self-Nomination and Acceptance form from the District Designated Election Official (DEO):

Annie Linnehan- Designated Election Official  
Station 2 (Crow Hill) 153 Delwood Drive,  
Bailey, CO 80421  
(303) 838-5853

The Office of the DEO is open on the following days: Monday through Thursday from 7 a.m. to 5 p.m.

The deadline to submit a Self-Nomination and Acceptance is close of business on **February 25, 2022** (not less than 67 days before the election).

Affidavit of Intent To Be A Write-In-Candidate forms must be submitted to the office of the designated election official by the close of business on **Monday, February 28, 2022** (the sixty-fourth day before the election).

**NOTICE IS FURTHER GIVEN**, an application for an absentee ballot shall be filed with the designated election official no later than the close of business on **Tuesday** preceding the election, **April 26, 2022**.

*Annie Linnehan*  
Designated Election Official Signature  
As published in the Park County Republican and Fairplay Flume on February 25, 2022

**PUBLIC NOTICE  
DISTRICT COURT, PARK COUNTY,  
COLORADO**

Court Address: 300 4th Street, P.O. Box 190,  
Fairplay, CO 80440

Plaintiff: Milena Kassel and Robert Kassel, a/k/a Robert H. Kassel  
Defendants: Dukes Resources, LLC; and ALL UNKNOWN PERSONS WHO MAY CLAIM ANY INTEREST IN THE SUBJECT

more particularly described as follows:  
Commencing at the S ¼ Corner of said section 12, Thence N25°12'11"E for a distance of 1350.20' To the Point of Beginning, Thence S 63°39'52"W for a distance of 201.49', Thence N29°43'15"W for a distance of 405.98', Thence N55°31'48"E for a distance of 219.14', Thence to the right along the ARC of a curve whose Delta is 03°58'46" and whose radius is 3518.99' for a distance of 244.42' and whose chord bears S28°20'14"E for a distance of 244.28', Thence S26°20'08"E for a distance of 192.15' to the point of beginning, containing 2.05 acres, more or less, (hereinafter "the Premises"), pursuant to that Land Survey Plat recorded December 15, 2021, at reception no. 787859, in Park County, CO; Known by address, 727 CR 19, Alma, CO 80420; Parcel No. 10048

**DATED** this 16<sup>th</sup> day of February, 2022.

Respectfully submitted,  
Hartshorn Law Office, LLC  
\* Original signed document is on file at the law office of Hartshorn Law Office, LLC pursuant to C.R.C.P. 121, Section 1-26

By: S/ Ed Hartshorn

As published in the Park County Republican and Fairplay Flume on February 25, March 4, 11, 18, 25, 2022

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING ON  
LIQUOR LICENSE APPLICATION**

**NOTICE IS HEREBY GIVEN** that a public hearing will be held before the Board of Trustees of the Town of Fairplay, Colorado, in the Council Chambers of the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on Monday, March 7, 2022, beginning at 6:00p.m. or approximately thereafter. This hearing is on an application for a Hotel and Restaurant Liquor License for Casa Sanchez 4 LLC, located at 706 Main Street, Fairplay, Colorado, as submitted by Roger Sanchez. The following information is provided:

**APPLICATION REQUEST:**  
Hotel and Restaurant License

**LOCATION:**  
706 Main Street, Fairplay, Colorado

**DATE OF APPLICATION:**  
February 28, 2022

**DATE OF HEARING:**  
March 7, 2022

**APPLICANT:**  
Owner, Roger Sanchez  
Casa Sanchez 4 LLC  
28793 Westwinds Place  
Buena Vista, CO 81211  
All interested parties are encouraged to attend. Further information can be obtained at the Clerk's Office, 901 Main Street, Fairplay, CO, or by calling (719) 836-2622.

For the Board of Trustees  
Town of Fairplay, Colorado  
Kim Wittbrodt  
Town Treasurer

As per Section 12-47-311C.R.S., Public notice-posting and publication, this notice is posted by sign in a conspicuous place on the premises for which this application has been made on or before Friday, February 25, 2022 and published in *The Fairplay Flume* on Friday, February 25, 2022, not less than 10 days prior to the hearing.

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING ON  
LIQUOR LICENSE APPLICATION**

**NOTICE IS HEREBY GIVEN** that a public hearing will be held before the Board of Trustees of the Town of Fairplay, Colorado, in the Council Chambers of the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on Monday, March 7, 2022, beginning at 6:00p.m. or approximately thereafter. This hearing is on an application for a Brew Pub Liquor License for South Park Brewing LLC, located at 297 1/2 US HWY 285, Fairplay, Colorado, as submitted by Paul Kemp. The following information is provided:

**APPLICATION REQUEST:**  
Brew Pub License

**LOCATION:**  
297 1/2 US Highway 285, Fairplay, Colorado

**DATE OF APPLICATION:**  
January 12, 2022

**DATE OF HEARING:**  
March 7, 2022

**APPLICANT:**  
Owner, Paul Kemp  
South Park Brewing LLC  
685 Silverheels Circle  
Fairplay, CO 80440  
All interested parties are encouraged to attend. Further information can be obtained at the Clerk's Office, 901 Main Street, Fairplay, CO, or by calling (719) 836-2622.

For the Board of Trustees  
Town of Fairplay, Colorado  
Kim Wittbrodt  
Town Treasurer



# NOTICE

PURSUANT TO THE LIQUOR LAWS

OF COLORADO

ROGER SANCHEZ

CASA SANCHEZ 4 LLC

28793 WEST WINDS PLACE

BUENA VISTA CO 81211

HAS REQUESTED THE LICENSING

OFFICIALS OF THE TOWN OF FAIRPLAY

TO GRANT A HOTEL \*RESTAURANT LIQUOR

LICENSE AT: 706 MAIN STREET

FAIRPLAY CO

HEARING ON APPLICATION TO BE HELD AT:

FAIRPLAY TOWN HALL

901 MAIN STREET

TIME AND DATE: MARCH 1, 2022 6:00 PM

DATE OF APPLICATION: FEB. 29, 2022

BY ORDER OF: CRS 13-47-311

OFFICERS:

ROGER SANCHEZ, OWNER

**CLOSED**

HOURS \_\_\_\_\_ on to \_\_\_\_\_ pm  
phone \_\_\_\_\_



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Janell Sciacca, Town Administrator/Clerk  
Maria Mitchell, Park County Communications Director

**RE:** New Business Item A – Resolution No. 8, Series 2022

**DATE:** March 7 2022

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### **Background:**

The 2<sup>nd</sup> Amendment to the IGA for E911 Telephone service updates the IGA to current processes and approves an increase of the 911 surcharge (or ETC) up to \$3.00. The original IGA created the E911 Authority.

The Authority consists of Sheriff Tom McGraw, Chief Paul Mattson, Chief Kristy Olme, Gene Stanley and Soren Frederiksen. The Authority is funded by 911 surcharges which is the fee charged by phone companies to users on their phone bills for 911 calls. The funds can only be used for equipment and staff for the 911 Center. Due to technology costs associated with NG911 (the future of 911) such as TEXT2 911, NG911 lines or SIP lines vs analog (old technology) as well as various other necessary equipment costs and the need to increase the salary of the Dispatchers, the Authority will be requesting an increase of the ETC to \$3.00. The Authority will submit an application to the PUC with supporting documents once the 2<sup>nd</sup> Amendment is approved by all parties.

### Additional supporting information:

- The cost of 4 911 lines monthly increased from \$400.00 to \$3,008.88 in 2021.
- In process for 2022, 911 phone equipment refresh \$108,000.00 (required every 5 years)
- In process for 2022, Computer Aided Dispatch system upgrade \$120,000.00
- The Authority pays for 50% of salaries of the dispatchers with the county covering 50%. In the 2022 budget cycle an increase was approved changing the starting hourly rate from \$16.13 to \$20.00 an hour as well as changing the job designation from administrative to emergency responder.
- Emergency response agencies are not charged for the service and support provided by the Emergency 911 Center.

### **Recommendation:**

Park County and Fairplay Staff recommend approval of Resolution No. 8, Series 2022, presented by motion, second and a roll call vote.

### Attachments:

- Resolution No. 8, Series 2022; Second Amendment to the IGA & 1996 IGA

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 8, SERIES OF 2022**

**PROVIDING FOR AN INCREASE IN THE EMERGENCY TELEPHONE CHARGE, APPROVING CERTAIN AMENDMENTS TO THE AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT DATE DECEMBER 19, 1996 CONCERNING THE IMPLEMENTATION OF AN E9-1-1 EMERGENCY TELEPHONE SERVICE, AND APPROVING AND IGA CONCERNING THE PARK COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY'S SHARING OF PARK COUNTY DISPATCH SERVICES**

WHEREAS, Pursuant to C.R.S. § 29-11-102(2), an emergency telephone charge on telephone users within Park County's (the "County") jurisdiction requires approval from the Colorado Public Utilities Commission (the "PUC") before imposition or when being increased; and

WHEREAS, The Town of Fairplay desires to assist the County in pursuing an application to the PUC to increase the emergency telephone service rate charge not to exceed \$3.00 per month per exchange access facility, per wireless communications access, and per interconnected voice-over-internet-protocol service to address the Authority's increased costs of providing continued and adequate emergency telephone service in the County; and

WHEREAS, Pursuant to an Intergovernmental Agreement dated December 19, 1996 concerning the implementation of an E9-1-1 emergency telephone service among the Town of Fairplay, the Town of Alma, and Park County, the Park County Emergency Telephone Service Authority (the "Authority") was established and authorized to fund emergency telephone service in the County; and

WHEREAS, The IGA amendment and proposed rate increase will help support E9-1-1 Emergency Telephone Service and are in the best interests of the constituents of Town of Fairplay.

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

1. Subject to approval of the PUC, the E-9-1-1 surcharge rate shall be increased by an amount up to \$3.00 per month per exchange access facility, per wireless communications access, and per interconnected voice-over-internet-protocol service;
2. The "SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR E911 TELEPHONE SERVICE," as recommended by the Authority and attached as "Exhibit A," is hereby approved and the Mayor or other authorized representative of Fairplay is authorized to execute such;
3. This Resolution shall be effective immediately upon adoption.



**RESOLVED, APPROVED AND ADOPTED THIS 7TH DAY OF MARCH, 2022.**

TOWN OF FAIRPLAY, COLORADO

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

ATTEST:

\_\_\_\_\_  
Janell Sciacca, Town Clerk

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR E911  
TELEPHONE SERVICE**

This SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR E911 TELEPHONE SERVICE is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado municipal corporation whose address is 400 Front Street, P.O. Box 267, Fairplay, Colorado 80440, and the BOARD OF COUNTY COMMISSIONERS FOR PARK COUNTY, COLORADO, a political subdivision of the State of Colorado, whose address is P.O. Box 220, 856 Castello Avenue, Fairplay, Colorado 80440, and the TOWN OF ALMA, a Colorado municipal corporation, whose address is 59 E. Buckskin Rd., P.O. Box 1050, Alma, Colorado 80420 (collectively the “Parties”).

WHEREAS, on December 19, 1996 the parties entered into an intergovernmental agreement (the “IGA”) to provide emergency telephone (“E-911”) services within their respective jurisdictions; and

WHEREAS, the IGA created a separate legal entity known as the Park County Emergency Telephone Service Authority (the “Authority”) to provide the E-911 services; and

WHEREAS, the IGA was amended on September 24, 2009 to increase the number of members on the Authority’s Board of Directors; and to authorize the Authority to collect an increased telephone charge under C.R.S. § 29-11-102(1) in an amount not to exceed One Dollar and Twenty-Five Cents (\$1.25) per service user per month; and

WHEREAS, the Parties desire to authorize the Authority to collect an emergency telephone charge under C.R.S. § 29-11-102(1) in an amount established by the Authority by resolution, a copy of which shall be provided to each of the parties, not to exceed Three Dollars (\$3.00) per service user per month; and

WHEREAS, the Parties desire to amend the Agreement to reflect that the Park County annual audit includes an audit of the Authority; and

WHEREAS, since the adoption of the IGA, (i) C.R.S. § 29-11-102.3 has been enacted which creates a statewide surcharge (the “9-1-1 Surcharge”), a portion of the proceeds of which are distributed to the Authority and (ii) C.R.S. § 29-11-102.5 has been enacted which imposes a “Prepaid Wireless Charge”, a portion of the proceeds of which are distributed to the Authority; and

WHEREAS, the Parties desire to authorize the Authority to spend (i) proceeds of the emergency telephone charge, 9-1-1 Surcharge, and Prepaid Wireless Charge for the purposes set forth in C.R.S. § 29-11-104, and (ii), any grants, appropriations or other amounts duly received by the Authority subject to such restrictions to which the grant, appropriation or other funds may be subject.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

**Section 5.3 is amended as follows:**

5.3 Establish by resolution of the Board of Directors of the Authority and collect an emergency telephone charge as provided by C.R.S. § 29-11-102 in an amount not to exceed \$3.00 per month for those portions of the service area for which 9-1-1 Service is to be provided.

**Section 5.4 is amended as follows:**

5.4 The Authority's funds from the emergency telephone charge, 9-1-1 Surcharge and Prepaid Wireless Charge shall be maintained in a single account, shall not be commingled with any other funds of the Authority or any of the parties, and shall be spent solely to pay for (whether by lease, purchase, or lease-purchase) direct and incidental costs associated with the acquisition of equipment and software, and the installation thereof, as well as the direct and incidental costs of providing 9-1-1 Service, Emergency Telephone Service and such other costs and expenses permitted pursuant to C.R.S. § 29-11-104, including without limitation the monthly recurring charges billed by the service supplier, and other expenses reasonably necessary to enable the Authority to discharge its duties hereunder. The Authority's funds from grants, appropriations or other sources shall be used to support 9-1-1 Service, Emergency Notification Service subject only to such restrictions to which the grant, appropriation or other funds may be subject and Section 7.4 hereof.

**Section VI is deleted in its entirety.**

**Section 7.4 is amended as follows:**

7.4 Except for any loan, lease or contract expressly approved by the BOCC by motion or by resolution duly adopted, the Authority shall not borrow money or expend funds.

**Section 8.1 is amended as follows:**

8.1 The Authority shall cause to be conducted an annual audit as part of the Park County audit, which shall be conducted by an independent certified public accountant licensed by the State of Colorado. The Authority shall file a copy of said audit with each of the Parties.

**Section 8.2 is amended as follows:**

8.2 Within ninety days after receipt of the annual audit, the Authority shall prepare and present to the Parties a comprehensive annual report of the Authority's activities and finances during the preceding year.

**A new Section XIV. COUNTERPART AND CONFORMATION is added as follows:**

This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original. The IGA together with this Agreement and the First Amendment to Intergovernmental Agreement for E911 Telephone Service shall be combined and conformed into the Amended and Restated Intergovernmental Agreement for E911 Telephone Service which is hereby approved and authorized.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

**BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY**

By: \_\_\_\_\_  
Chairman Richard Elsner

Attest: \_\_\_\_\_  
County Clerk

**TOWN OF FAIRPLAY**

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

Attest: \_\_\_\_\_  
Town Clerk

**TOWN OF ALMA**

By: \_\_\_\_\_  
Mayor Saam Golgoon

Attest: \_\_\_\_\_  
Town Clerk

Exhibit C



470484 01/23/1997 03:28P AGREE  
1 of 6 R 0.00 D 0.00 N 0.00 PARK COUNTY CO

PARK COUNTY

INTERGOVERNMENTAL AGREEMENT FOR E9-1-1 TELEPHONE SERVICE

THIS INTERGOVERNMENTAL AGREEMENT FOR E9-1-1 TELEPHONE SERVICE (the "Agreement") is made this 19 day of December, 1996, by and between the following parties:

1. Board of County Commissioners of Park County, (the "County");
2. The ~~City~~ <sup>TOWN</sup> of Alma, a municipal corporation;
3. The City of Fairplay, a municipal corporation.

WITNESSETH:

WHEREAS, pursuant to Title 29, Article 1, Part 2, Colorado Revised Statutes, the parties are authorized and delegated the power to enter into intergovernmental agreements for the purpose of providing emergency telephone service;

WHEREAS, it would served the public welfare and be in the best interest of the parties to participate in the organization, administration and common use of a central emergency telephone service authority; and

WHEREAS, the parties desire to enter into this Agreement in order to provide such service and to define the manner in which each of the parties will participate in the Authority.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

I. DEFINITIONS

The definitions for the terms "emergency telephone charge", "emergency telephone service", "equipment supplier", "exchange access facilities", "governing body", "person", "public agency", "service supplier", "service user", and "tariff rates" as used in this Agreement shall be the same as the definitions set forth in Colo. Rev. Stat. 29-11-101.





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## II. GENERAL PROVISIONS

2.1 Pursuant to the provisions of Colo. Rev. Stat. 29-1-203 and 29-11-102 (1) (a), the parties hereby agree that a separate legal entity to be known as the Park County Emergency Telephone Service Authority (the "Authority") shall be organized and empowered as set forth herein.

2.2 The parties agree that, contemporaneously herewith, they will, by resolution or ordinance, constitute, authorize and empower the Authority, as a separate entity with full powers to enter into contracts, to sue and be sued, and otherwise do all things necessary to carry out the duties delegate hereunder.

2.3 The area to which emergency telephone services shall be supplied and the area within which service users shall be surcharged, all as provided hereunder, shall be Park County as that jurisdiction is defined by Colorado law.

## III. BOARD OF DIRECTORS

3.1 The Board of Directors of the Authority shall consist of three (3) members who shall be appointed by, and serve at the pleasure of, the Board of County Commissioners.

3.2 The Board of County Commissioners shall appoint a President and Secretary of the Authority from among the members of the Board of Directors of the Authority.

3.3 The initial terms of two directors shall be two years each, and the third director shall be for a term of one year. In the initial appointments, the Board of County Commissioners shall designate the length of the respective term. Thereafter, the terms of all members shall be two years. All directors are eligible for reappointment.

## IV. RULES AND REGULATIONS

The Authority may adopt supplementary rules and regulations as it deems necessary, provided the supplementary rules and regulations are in compliance with Articles I and II of Title 29, Colorado Revised Statutes.



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#### V. POWERS OF THE AUTHORITY

The Authority shall be empowered and authorized to:

5.1 Contract for the installation and operation of an emergency telephone service.

5.2 Pay for such equipment, software, installation of equipment and software, and related services by way of lease, purchase or lease-purchase.

5.3 Collect an emergency telephone charge as provided by Colo. Rev. Stat. 29-11-103(1) in an amount not to exceed (\$.70) per month for those portions of the service area for which emergency telephone service is to be provided.

5.4 The Authority's funds shall be spent solely to pay for (whether by lease, purchase, or lease-purchase) direct and incidental costs associated with the acquisition of equipment and software, and the installation thereof, as well as the direct and incidental costs of operation an emergency telephone service, including the monthly recurring charges billed by the service supplier, and for such other expenses reasonably necessary to enable the Authority to discharge its duties hereunder.

5.5 In addition, the Authority may do any other act as may be necessary for the provision of emergency telephone service; including, but not limited to, the contracting with equipment vendors and service suppliers for the purpose of obtaining the benefit of technological developments which the authority deems necessary to improve or enhance the quality and efficiency of service to be provided hereunder.

#### VI. BUDGET AND OPERATING COSTS

6.1 Unless agreed to by a majority of the parties or as provided in paragraph 6.2, the annual budget of the Authority for administration expenses shall not exceed One Thousand Dollars (\$1,000), plus the costs of an annual audit and insurance.

6.2 The Authority may request the Board of County Commissioners to increase the limit set forth in paragraph 6.1, in which case, any such increase granted by the County shall control for such period or under such terms and conditions as the County may, in its discretion, provide.

#### VII. FUNDS AND OPERATIONS

7.1 The uniform charge per exchange access facility shall be collected by the service supplier and delivered to the Authority. The parties hereto shall have no obligation to collect this uniform charge.



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7.2 The funds of the Authority shall be maintained in one or more account and shall not be commingled with the funds of any of the parties, agency or person. Any funds remaining in the account at year end shall be carried over to the next succeeding year.

7.3 The Authority's funds shall be used for the purposes set forth herein including, but not limited to, the payment of any lender of lessor for any sums advanced, plus interest or other charges. Not disbursement shall be made from the funds of the Authority except by check and unless a bill for goods or services actually rendered or delivered has been first submitted and approved for payment by the Authority, said approval being evidenced by a writing signed by the President and Secretary of the Authority.

7.4 Except for any loan, lease or contract expressly approved by the County by a resolution duly adopted by the Board of County Commissioners, the Authority shall not borrow money, enter into any lease agreement, expend funds or execute any contract having a price or value in excess of One Thousand Dollars (\$1000). Further, the Authority shall not approve any claims or incur any obligations for expenditures unless there is sufficient unencumbered cash, credited to the Authority, with which to pay the same.

7.5 The Authority may invest its funds only in accordance with any applicable laws of the State of Colorado governing the investment of public funds.

7.6 No party to this Agreement shall have any liability to pay for any debt or other obligation incurred by the Authority unless there is a specific undertaking to do so accomplished by an appropriation approved with the requisite formalities.

7.7 No act or course of action shall be undertaken by the Authority or in the name of the Authority unless the same is first duly authorized by a majority vote of the Board of Directors at any meeting, upon due notice first given, at which a quorum is present of a majority of the members of the Board then holding office, or by written consent of all of the then Directors. A written record of all proceedings of the Board of Directors as well as of action taken shall be maintained and such records shall be open to inspection at all reasonable times.

#### VIII. BOOKS AND RECORDS

8.1 The Authority shall maintain adequate and correct accounts of their funds, properties and business transactions, which account shall be open to inspection at any reasonable time by the parties hereto, their accountants, or their agents. The Authority shall cause to be conducted an annual audit, which audit shall be conducted by an independent certified public accountant licensed by the State of Colorado. The Authority shall file a copy of said audit with each of the parties.



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5 of 6 R 0.00 D 0.00 N 0.00 PARK COUNTY CO

8.2 Within ninety days after the end of each calendar year, the Authority shall prepare and present to the parties a comprehensive annual report of the Authority's activities and finances during the preceding year.

8.3 The Authority shall also prepare and present such reports as may be required by law, regulation, or contract to any governmental agency.

8.4 The Authority shall also render to the parties hereto, at reasonable intervals, such reports and accounting as the parties hereto may from time to time request.

#### IX. TERMINATION OF AGREEMENT

9.1 This Agreement shall be in full force and effect upon the execution of this Agreement by all of the parties and shall continue in full force and effect, subject of amendments, until terminated by a majority of the then parties.

9.2 Any party's participation in this Agreement may be terminated by written notice from such party to the Authority at least one hundred eighty (180) days prior to January 1 of any given year.

9.3 Upon termination by a majority of the remaining parties to this Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make an effective disposition of the property.

9.4 Upon termination of this Agreement, the property of the Authority shall be transferred to the County provided that the County assumes the duties and responsibilities of the Authority.

#### X. AMENDMENT

This Agreement may be amended by the parties from time to time, but any amendment shall be in writing and executed by all the then parties hereto.

#### XI. LIABILITY OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES

The members of the Board and its officers shall not be personally liable for any acts performed or omitted in good faith. The Authority may purchase insurance for the members of the Board of Directors and the Authority against any suit which may be brought against them. The Authority may obtain a bond or other security to guarantee the faithful performance of the duties of the members of the Authority Board.



470484 01/23/1997 03:28P AGREE  
6 of 6 R 0.00 D 0.00 N 0.00 PARK COUNTY CO

XIII. SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality of unenforceability shall not affect other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable invalid provision had never been a part hereof.

IN WITNESS, WHEREOF, the parties hereto have caused their respective names and seals to be affixed hereto, as of the day and year herein before set forth.



ATTEST  
*Bartlett J. Pascoe*  
County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF PARK

*[Signature]*  
Chairman



ATTEST  
*[Signature]*  
TOWN CLERK

TOWN BOARD  
~~CITY COUNCIL~~  
~~CITY OF ALMA~~  
TOWN

*[Signature]*  
~~Council Chair~~ MAYOR

ATTEST  
*[Signature]*  
Clerk of the Council



CITY COUNCIL  
CITY OF FAIRPLAY

*Bernie J. Edmondson*  
Council Chair



Exhibit D

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR E9-1-1  
TELEPHONE SERVICE**

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR E9-1-1 TELEPHONE SERVICE is made and entered into this 24<sup>th</sup> day of September, 2009, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado municipal corporation, whose address is 400 Front Street, P.O. Box 267, Fairplay, Colorado 80440, and the BOARD OF COUNTY COMMISSIONERS FOR PARK COUNTY, COLORADO, a political subdivision of the State of Colorado, whose address is P.O. Box 220, 501 Main Street, Fairplay, Colorado 80440, and the TOWN OF ALMA, a Colorado municipal corporation, whose address is 59 E. Buckskin St., Box 1050, Alma, CO 80420 (collectively the "parties").

WHEREAS, on December 19, 1996, the parties entered into an intergovernmental agreement (the "IGA") to provide emergency telephone ("E-911") service within their respective jurisdictions;

WHEREAS, the IGA created a separate legal entity known as the Park County Emergency Telephone Service Authority (the "Authority") to provide the E-911 service;

WHEREAS, the parties desire to increase the number of members on the Authority's Board of Directors;

WHEREAS, Section 5.3 of the IGA authorized the Authority to collect an emergency telephone charge under C.R.S. § 29-11-103(1) in an amount not to exceed Seventy Cents (\$0.70) per month;

WHEREAS, the parties desire to authorize the Authority to collect an increased telephone charge under C.R.S. § 29-11-103(1) in an amount not to exceed One Dollar and Twenty-Five Cents (\$1.25) per service user per month; and

WHEREAS, the parties desire to amend the IGA to increase the number of members on the Authority's Board of Directors and to authorize the Authority to collect the increased telephone charge.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Section 3.1 is hereby amended as follows:

The Board of Directors of the Authority shall consist of ~~three (3)~~ *five (5)* members who shall be appointed by, and serve at the pleasure of, the Board of County Commissioners.

2. Section 3.3 is hereby amended as follows:

The initial terms of two directors shall be two years each, and the third director shall be for a term of one year. In the initial appointments, the Board of County

Commissioners shall designate the length of the respective term. Thereafter, the terms of all members shall be two years, *including the terms of additional directors appointed if membership on the Board of Directors is increased in number*. All directors are eligible for reappointment.

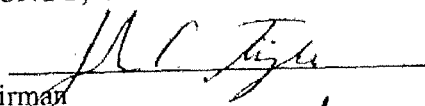
3. Section 5.3 is hereby amended as follows:

Collect an emergency telephone charge as provided by Colo. Rev. Stat. 29-11-103(1) in an amount no to exceed ~~(\$ .70)~~ *One Dollar and Twenty-Five Cents (\$1.25)* per month for those portions of the service area for which emergency telephone service is to be provided.


4. The appointment of two additional directors to the Board of Directors by the Commissioners of Park County is hereby ratified.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

**PARK COUNTY, COLORADO**

By:   
Chairman

ATTEST:

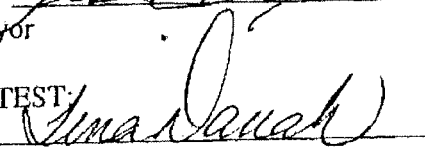
  
County Clerk and Recorder



**TOWN OF FAIRPLAY, COLORADO**

By:   
Mayor

ATTEST:

  
Town Clerk

**TOWN OF ALMA, COLORADO**

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

ATTEST:

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

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR E9-1-1  
TELEPHONE SERVICE**

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WHEREAS, the IGA created a separate legal entity known as the Park County Emergency Telephone Service Authority (the "Authority") to provide the E-911 service;

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WHEREAS, Section 5.3 of the IGA authorized the Authority to collect an emergency telephone charge under C.R.S. § 29-11-103(1) in an amount not to exceed Seventy Cents (\$0.70) per month;

WHEREAS, the parties desire to authorize the Authority to collect an increased telephone charge under C.R.S. § 29-11-103(1) in an amount not to exceed One Dollar and Twenty-Five Cents (\$1.25) per service user per month; and

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NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Section 3.1 is hereby amended as follows:

The Board of Directors of the Authority shall consist of ~~three (3)~~ *five (5)* members who shall be appointed by, and serve at the pleasure of, the Board of County Commissioners.

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Commissioners shall designate the length of the respective term. Thereafter, the terms of all members shall be two years, *including the terms of additional directors appointed if membership on the Board of Directors is increased in number*. All directors are eligible for reappointment.

3. Section 5.3 is hereby amended as follows:

Collect an emergency telephone charge as provided by Colo. Rev. Stat. 29-11-103(1) in an amount no to exceed (~~\$.70~~) *One Dollar and Twenty-Five Cents (\$1.25)* per month for those portions of the service area for which emergency telephone service is to be provided.

4. The appointment of two additional directors to the Board of Directors by the Commissioners of Park County is hereby ratified.

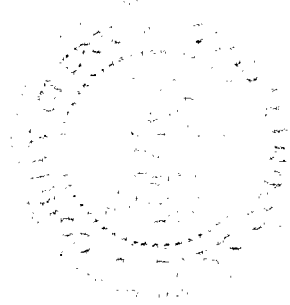
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

**PARK COUNTY, COLORADO**

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

ATTEST:

\_\_\_\_\_  
County Clerk and Recorder



**TOWN OF FAIRPLAY, COLORADO**

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

ATTEST:

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

**TOWN OF ALMA, COLORADO**

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

ATTEST:

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

EXHIBIT E

PARK COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY BOARD  
Resolution No. 2009-01-911

**A RESOLUTION PROVIDING FOR AN INCREASE TO THE EMERGENCY TELEPHONE SURCHARGE RATE TO ONE DOLLAR TWENTY-FIVE CENTS (\$1.25) PER WIRELESS, WIRELINE, OR VOIP ACCESS LINE PER MONTH PURSUANT TO C.R.S. § 29-11-102(2)(B)**

WHEREAS, pursuant to an Intergovernmental Agreement ("IGA") dated December 19, 1996, concerning the implementation of an E911 emergency telephone service between the Park County Board of Commissioners and other governmental entities in Park County, the Park County Emergency Telephone Service Authority Board (the "Authority") was authorized to receive from all telephone users within Park County, an emergency telephone charge to fund emergency telephone service in the County;

WHEREAS, pursuant to C.R.S. § 29-11-102(2), a charge in excess of Seventy Cents (\$0.70) per month requires approval from the Public Utilities Commission before imposition; and

WHEREAS, the Authority desires to pursue an application to the Public Utilities Commission to increase the emergency telephone service rate charge to One Dollar and Twenty Five Cents (\$1.25) per month per wireless, wireline or VoIP access line effective January 1, 2010, to address the Authority's increased costs of providing continued and adequate emergency telephone service in Park County.


**NOW THEREFORE, BE IT RESOLVED BY THE PARK COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY BOARD, THAT:**

1. Subject to approval of the Colorado Public Utilities Commission, the E-911 surcharge rate shall be increased to One Dollar and Twenty Five Cents (\$1.25) per month per wireless, wireline or VoIP access line effective January 1, 2010, or as soon thereafter as allowed.

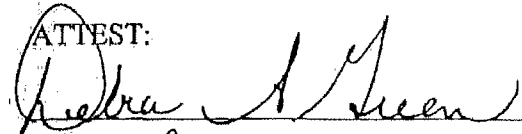
2. If approval is not obtained, the E-911 surcharge rate shall remain at (\$0.70) per month.

Moved, seconded and approved this 10<sup>th</sup> day of September, 2009.

**PARK COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY BOARD**

  
Sharon Morris, Chairperson

ATTEST:

  
Debra A. Green  
Clerk + Recorder (Title)



| E-911 AUTHORITY |                                | Revenue     |            |            |            |              | Proposed |         |
|-----------------|--------------------------------|-------------|------------|------------|------------|--------------|----------|---------|
|                 |                                | Year End    | Year End   | Year End   | Year End   | Year to Date | 2009     | 2010    |
|                 |                                | 12/31/2005  | 12/31/2006 | 12/31/2007 | 12/31/2008 | 5/31/2009    | Budget   | Budget  |
| 09.2152.334100  | STATE GRANTS                   | 0           | 0          | 0          | 0          | 0            | 0        | 0       |
| 09.2152.368400  | E-911 TARRIF COLLECTIONS       | 99,155      | 106,307    | 117,669    | 104,978    | 55,149       | 100,500  | 187,000 |
| 09.2152.374100  | TRANSFER FROM OTHER FUNDS      | 0           | 0          | 0          | 0          | 0            | 0        | 0       |
|                 | TOTAL                          | 99,155      | 106,307    | 117,669    | 104,978    | 55,149       | 100,500  | 187,000 |
| E-911 AUTHORITY |                                | Expenditure |            |            |            |              | Proposed |         |
|                 |                                | Year End    | Year End   | Year End   | Year End   | Year to Date | 2009     | 2010    |
|                 |                                | 12/31/2005  | 12/31/2006 | 12/31/2007 | 12/31/2008 | 6/30/2009    | Budget   | Budget  |
| 09.2152.621900  | MISCELLANEOUS EXPENSE          | 12,741      | 31,960     | 34,359     | 31,759     | 1,629        | 17,245   | 8,000   |
| 09.2152.634500  | TELEPHONE EXPENSE              | 0           | 0          | 0          | 583        | 2,349        | 3,961    | 4,110   |
| 09.2152.636300  | EQUIPMENT REPAIR & MAINT       | 0           | 0          | 0          | 24,295     | 4,209        | 52,325   | 74,325  |
| 09.2152.638300  | EDUCATION & TRAINING EXPEN     | 0           | 0          | 0          | 521        | 3,000        | 1,200    | 1,200   |
| 09.2152.656000  | TREASURERS COLLECTION FEE      | 90          | 1,065      | 1,097      | 1,123      | 551          | 1,125    | 1,860   |
| 09.2152.661000  | DEBT SERVICE - PRINCIPAL       | 0           | 0          | 0          | 0          | 0            | 0        | 55,654* |
| 09.2152.662000  | DEBT SERVICE - INTEREST        | 0           | 0          | 0          | 0          | 0            | 0        | 35,000  |
| 09.2152.675000  | TRANSFER TO ANOTHER FUND       | 0           | 0          | 0          | 0          | 0            | 0        | 0       |
| 09.2152.694100  | CAPITAL EXPENDITURES           | 75,520      | 40,151     | 4,015      | 66,177     | 4,015        | 200,000  | 0       |
|                 | TOTAL                          | 88,351      | 73,176     | 39,471     | 124,458    | 15,754       | 275,856  | 124,495 |
|                 | *70% of \$1m loan for 10 years |             |            |            |            |              |          |         |
|                 |                                |             |            |            |            |              |          |         |
|                 |                                | Year End    | Year End   | Year End   | Year End   | Year to Date | 2009     | 2010    |
|                 |                                | 12/31/2005  | 12/31/2006 | 12/31/2007 | 12/31/2008 | 6/30/2009    | Budget   | Budget  |
|                 | Beginning Fund Balance         | 156,363     | 167,167    | 200,298    | 278,496    | 259,016      | 259,016  | 83,660  |
|                 | YTD Balance                    | 10,804      | 33,131     | 78,198     | -19,480    | 39,396       | -175,356 | 62,505  |
|                 | Total Fund Balance             | 167,167     | 200,298    | 278,496    | 259,016    | 298,412      | 83,660   | 146,165 |



***NORTH-WEST FIRE PROTECTION DISTRICT***



September 4<sup>th</sup>, 2009

On August 14<sup>th</sup> 2009 the North-West Fire Protection District performed a fire inspection on the McNamara Building, 824 Castello Ave. Fairplay Colorado. The following is a list of concerns and fire code violations that were noted during our walk through.

**General**

1. The Address of the building is to be clearly visible from the street.
2. A Knox Box needs to be installed in an approved location. The Knox Box will contain all keys necessary to gain access to all areas of the building for life saving and fire fighting purposes.
3. The fire detection, alarm, and extinguishing systems for this building was found to be non operational. The systems have no records of being tested or repaired for any of the years it was in service. It is also not known when the system was placed out of service. The International Fire Code states fire detection, alarms and extinguishing systems shall be maintained in operative condition at all times and shall be replaced or repaired where defective. The code also talks about any devices that appear to perform the function of life safety or fire protection that are not functional are strictly prohibited.
4. Emergency exits are to be kept unobstructed and ready for immediate use.
5. Exits and Exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. Exit sign shall be illuminated at all times.
6. At no time is an extension cord to be used in place of permanent wiring.

**Electrical/ Mechanical Room**

1. Doors into electrical control panel rooms must be marked with plainly visible and legible signage stating "ELECTRICAL ROOM".
2. Illumination will be provided for service equipment areas, motor control rooms and electrical panel boards.
3. All electrical panels and sub panels shall have a work space not less than 30 inches in width, 36 inches in depth, and 78 inches in height. No storage of materials will be located in the designated work space.
4. No combustibles are to be stored in electrical or mechanical rooms. Therefore the gas cans stored with in this room shall be removed from this area and be stored in an approved location with in the proper storage containers and lockers.
5. Holes in the walls and ceiling of the electrical/ mechanical room need to be sealed in order for this room to meet the 2 hour fire rating required by both the International fire code and the International Building Code.
6. All Electrical systems need to be checked by a licensed electrician to insure proper grounding.
7. The Fire Control Panel as well as the fire sprinkler system has been disconnected for an undetermined amount of time. No records of serviceability test known.

## Maintenance.

1. Electrical wiring and equipment did not comply with current electrical codes. Extension cords are used as permanent wiring.
2. Housekeeping is needed. The garage area had no clear path to emergency exit. Combustible materials were located through out the entire area.
3. Emergency exits were not clearly marked and did not have required illumination.
4. A fire rated cabinet is needed for storage of flammable liquids. The cabinet or cabinets will have a fire rating of one hour and have self closing doors.
5. All lights must have covers and bulbs. If fixture is inoperable it should be repaired or replaced. In compliance with electrical code.
6. Fire extinguishers are to be a minimum of a 2A 10 BC. All extinguishers are to be mounted as stated by Fire Code.
7. Equipment or machinery located inside building which generates or emits combustible dust shall be provided with an approved dust collection and exhaust system.
8. Provisions are to made for a systematic and thorough cleaning of the maintenance area.
9. An approved fire rated wall should separate the maintenance area from the rest of the building. This is not required if the building is equipped with a fire sprinkler system.
10. Emergency exit and exit areas are to be kept unobstructed and ready for immediate use.

## Senior Coalition / Public Health

1. Holes and missing ceiling tile that allow fire to spread to the roof system quickly must be repaired and replaced.
2. Housekeeping is to be maintained.
3. All emergency exits are to be kept clear of obstructions and ready for immediate use.
4. Emergency exit signage and illumination is needed for all emergency egress.
5. Electrical space heaters are to be plugged into an approved receptacle. Extension cords are not to be used with electrical space heaters.
6. Holes in drywall are to be patched to maintain fire resistance and to prevent fire spread.
7. Fire extinguishers are to be placed and mounted as required by fire code.
8. All Storage rooms need to have signage stating the use of the rooms.
9. Signage for emergency exits and egress that are no longer used as exits or egress are to be removed.

## Dispatch

1. Holes in walls and ceiling are to be filled or covered to minimize fire spread in to roof system or walls.
2. The receptacle in the dispatch kitchenette area was found to have one outlet broken. The remaining outlet had an non UL approved three way adapter with a coffee maker, microwave, and toaster oven. This is a fire hazard.
3. Door knob leading from dispatch to public health must be removed. To allow easy emergency egress.
4. Exposed wall studs in communication room must be covered to prevent fire spread.
5. Signage for all phone and electrical rooms is a code requirement.
6. Extinguishers need to be mounted per fire code.
7. Emergency exit and exit areas are to be kept unobstructed and ready for immediate use.

## Information Technology

1. Proper storage of spare battery's in communication and I.T. is needed. All unused are to be removed.
2. All open junction boxes must be covered.
3. The TV in the office area must be plugged into an approved receptacle. TV's according to manufacturers specifications are a permanent device.
4. Fire extinguishers are to be of approved rating and mounted as set forth in code.
5. Housekeeping is needed.
6. Emergency exit and exit areas are to be kept unobstructed and ready for immediate use.
7. Emergency exit signage and illumination is needed for all emergency egress.

## Human Services

1. Electrical receptacles missing covers.
2. Signage needed for storage rooms.
3. All lights must have covers and bulbs. If fixture is inoperable it should be repaired or replaced. In compliance with code.
4. Electrical panel in storage room of human services missing cover panel.
5. Housekeeping needed.
6. Emergency exit signage and illumination is needed for all emergency egress.

## Historical Society

1. Emergency exit signage and illumination is needed for all emergency egress.
2. Emergency exit and exit areas are to be kept unobstructed and ready for immediate use
3. Housekeeping needed.
4. At no time is an extension cord to be used in place of permanent wiring.

## Investigations

1. This section of the building was found to have only one means of emergency egress. Code requires a minimum of two.
2. This area did not have enough electrical receptacles for the equipment in this area. Extension cords are being used for permanent wiring of equipment.
3. Ceiling was open around cooling system duct work. This needs to be sealed to reduce fire spread to the roof system and the rest of the building.
4. Housekeeping is needed.
5. Emergency exit signage and illumination is needed for all emergency egress.
6. Emergency exit and exit areas are to be kept unobstructed and ready for immediate use.
7. Fire extinguishers are to be of approved rating and mounted as set forth in code.



Further review of building through International Fire Code shows that this building is required to have an operational fire sprinkler and alarm system, With visual and audible notification system. This system is to be tested annually. Records are to be kept with test results and any repairs that are made to the system. All fire extinguishers are also to be inspected monthly as well as serviced annually.

If you should have any further questions regarding the inspection please feel free to contact me at (719)836-3150.

Working for your fire safety

A handwritten signature in black ink, appearing to read "Trent L. Smith". The signature is written in a cursive style with a large initial "T" and "S".

*Trent L. Smith*  
Captain

## Exhibit H

Park County  
Ms. Cindy Gharst  
Human Resource Administrator  
July 17, 2009

## McNamara Building Audit

### Introduction

This visit was to conduct an audit of the McNamara Building. Mr. Erick Norviel assisted with access and information about the facility. Selected photos of the recommendations offered for the building are attached.

This facility houses Communications (Emergency Dispatch), Information Services, Sheriff Investigations, Facilities Maintenance, Public Health, Senior Coalition, and Social Services. County Archives is in the process of being moved out of this building into another facility.

The McNamara Building is being considered for either renovation or demolition requiring all county services currently housed here to be moved to other locations. To assist Park County in making this decision, I have attempted to identify all safety hazards, liability risks and Life Safety Code violations of concern to Colorado Counties Casualty and Property Pool (CAPP). Other important sources that should be strongly considered in this decision process are reports by Park County's Chief Building Official, the Chief of North West Fire Protection District and an independent testing company.

### General Recommendations

**09-07-01** Eighteen law enforcement and emergency service operations in Park County (7 fire, 5 ambulance, 3 law enforcement, DOW, CSP and USFS) rely on the dispatch services housed in this facility. Continuity of electrical power and any possible radio signal issues should be considered critical and addressed as soon as practical to assure emergency dispatch services are not compromised.

**09-07-02** There are complaints about odors from an apparent sewer system failure leaching into the facility. I was told that Mr. Eisemann of Developmental Services witnessed this problem when an excavation was done at the facility. While the odors were not detectible during my visit, specific industrial hygiene testing for hazardous and explosive gases should be conducted by a qualified testing agency as soon as the odors are noticed. If a significant sewer system failure is identified, this should be corrected for occupant and public safety regardless of the decision on the building.

**09-07-03** Safe egress is a problem from many of the office areas in the building. Egress paths leading out of some areas are maze-like due to multiple offices connected during numerous past remodels. There are also dead end corridors and blocked interior doors. This hazard is made worse by employee over-crowding in some office areas.

**09-07-04** Exit signs are missing on the inside of exterior exit doors in at least four locations. Several exit doors were also noted with no panic bars and one door had two separate keyed locks. Additionally, a number of existing exit signs are not illuminated. I was told the electrical source to these signs has been cut or otherwise disabled.

**09-07-05** The access to a number of electrical panels in the building are blocked by storage. In many cases, these stored materials are combustible. The area around all electrical panels should have a clear access of three feet. In addition, no combustible or flammable materials should be stored in close proximity to electrical panels.

**General Recommendations (continued)**

**09-07-06** There are a number of space heaters used in the building. All space heaters used in this building must have integrated "tip-over" shut-off switches. In addition, all heaters must have an off switch with an integrated timer or they must be plugged into a timer device set to turn off automatically at the end of each workday.

**09-07-07** In nearly all bathrooms, kitchen or break rooms we found electrical circuits that were not protected by Ground Fault Circuit Interrupter (GFCI) protection. All electrical outlets within a six-foot radius of a water source require GFCI protection.

**09-07-08** In one kitchen area we found a number of electrical appliances plugged into a single outlet using a multi-plug. In another kitchen area, an appliance cord was running across the back of the sink to reach an outlet. These are fire and electrocution hazards that should be corrected immediately. Electrical outlets should never be overloaded beyond their amperage rating and, if a single outlet must be used for several appliances, they should be connected using a power strip with a circuit breaker.

**Area Specific Recommendations**

**09-07-09** In Information Services (IS) an electrical baseboard heater runs through a finished wall into two or three separate rooms. This is a fire hazard and needs to be removed and heat provided by separate heating units.

**09-07-10** In the IS Telecommunications Room the fire extinguisher should be mounted in an accessible area. It is currently sitting on the floor with access blocked by storage.

**09-07-11** The extinguisher outside of the IS Server Room should be closer to the room. A second extinguisher will be needed inside the server area when the addition is completed.

**09-07-12** In the Radio Room, access to the fire extinguisher is blocked by storage.

**09-07-13** In the Boiler Room, I was told that one of the main breaker panels is not grounded. This lack of ground has something to do with the building's original design as a hospital. This panel should be tested and the grounding corrected by an electrician.

**09-07-14** In the Communications Center, a shelf used to store reference manuals is too high off the floor, requiring a footstool for safe access. This shelf should be moved down to a more accessible height to prevent over-reaching and the hazard from a heavy binder if dropped.

**09-07-15** In the Communications Center, a narrow hallway was created by past remodeling, and subsequently blocked off. This area is now being used for storage. This area is too narrow for safe access to the storage shelf and other stored items.

**09-07-16** In the Communications Network Room, a vent leading to the exterior has leaked snow and moisture into the room. This room has a huge number of electrical lines and networking electrical equipment that could be severely damaged by moisture.

**09-07-17** In Public Health, a large storage room is very cluttered creating a tripping hazard. This storage room should be organized and cleaned.

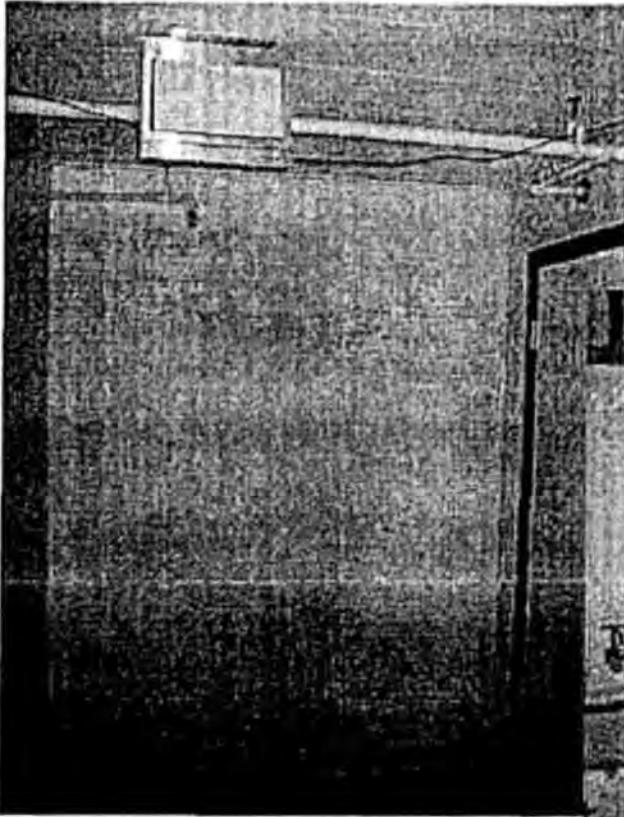
**Area Specific Recommendations (continued)**

**09-07-18** In the former Dry Medical Storage Room, a combustible wooded shelf or bench has been built directly above a heating unit and below an electrical panel. There are also combustibles stored on the shelf. The area around all electrical panels should have a clear access of three feet and no combustible or flammable materials should be stored close to the electrical panels. This hazard is made worse by the close proximity to the wall heater.

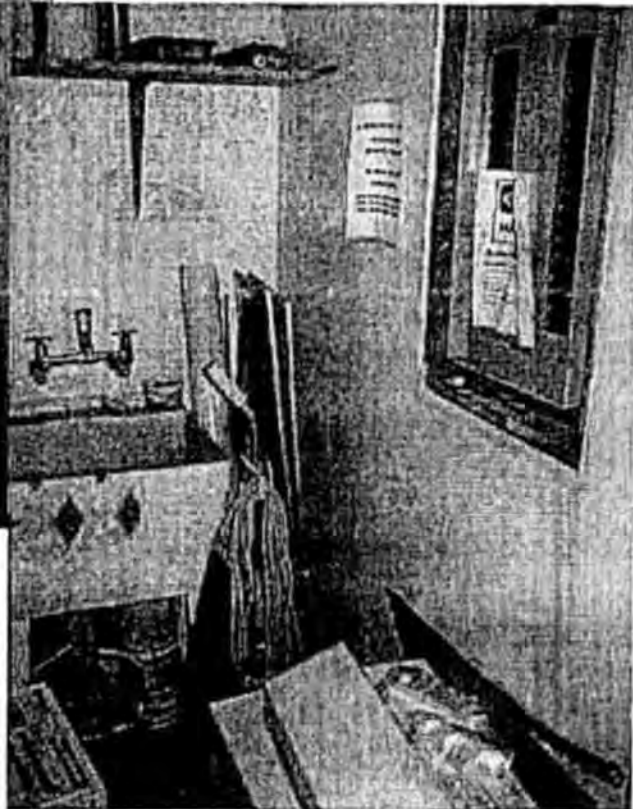
Any questions regarding recommendations in this report should be addressed to George Tinker, Senior Loss Prevention Specialist, CTSI at 303-861-0507, Ext. 105.

cc: Ms. Sandy Berryman, Chief Administrative Officer

**Audit Photos**

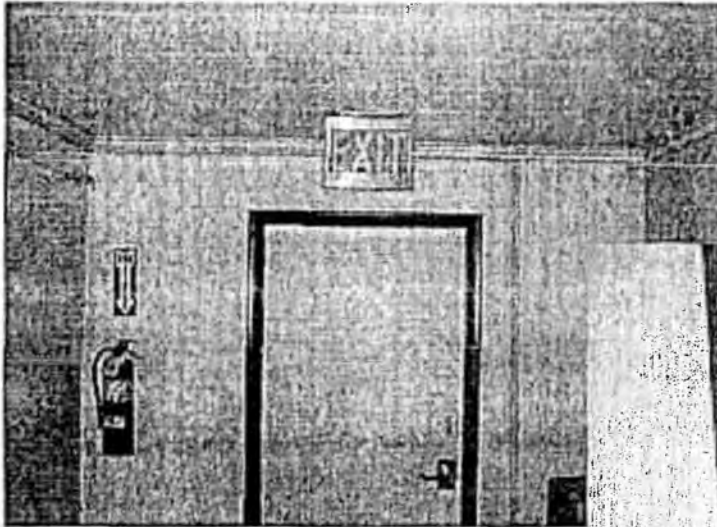


Abandoned Exit



Blocked Electrical Panel

Audit Photos (continued)

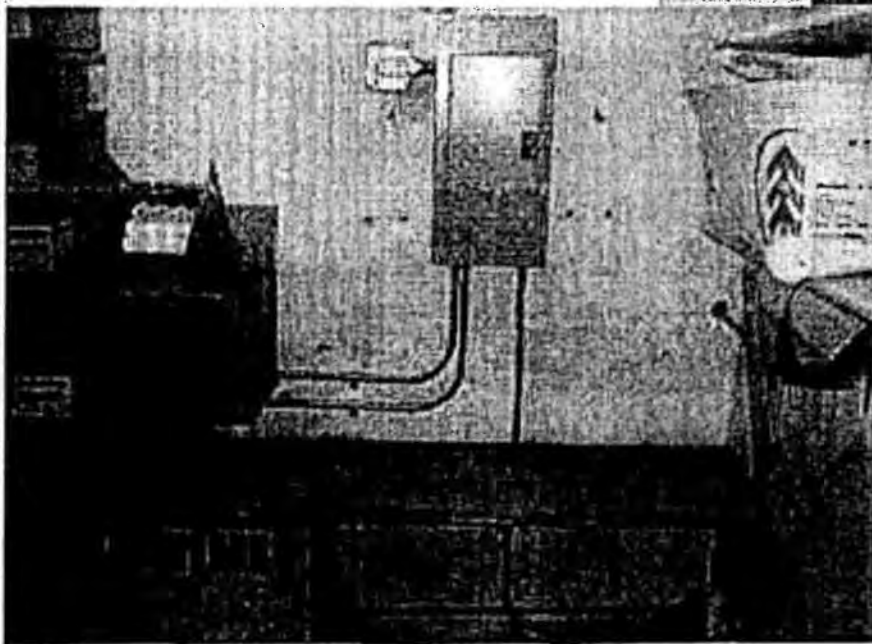


Exit Sign Not Illuminated

Blocked Electrical Panel



Combustibles / Electrical Panel / Heater

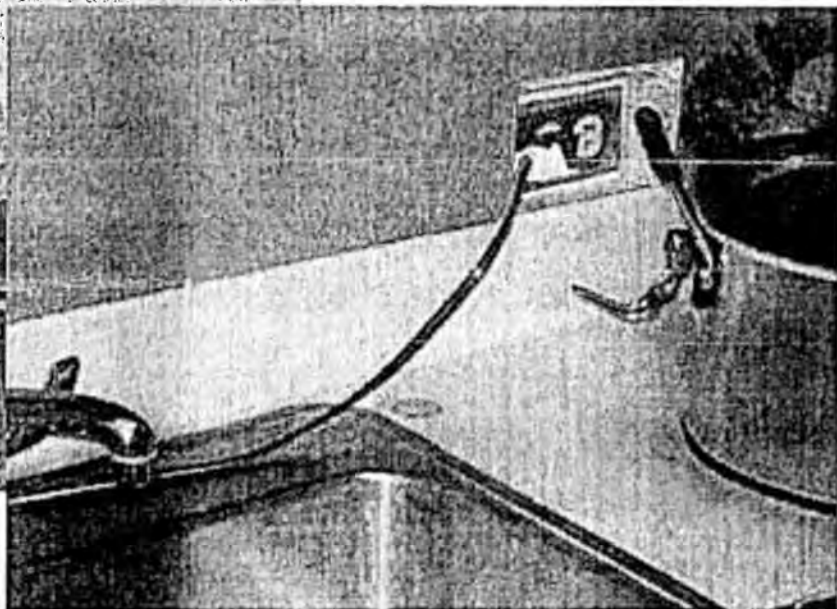




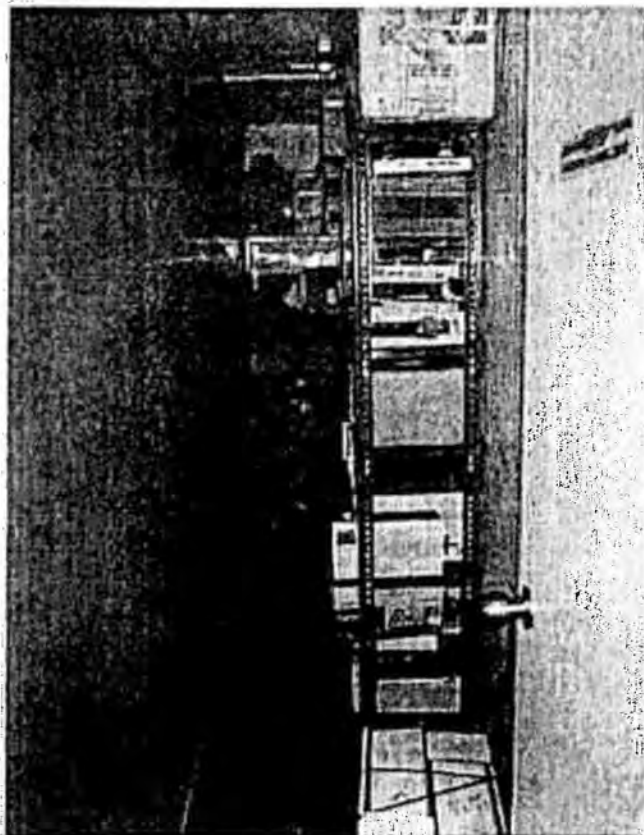


Multiple Plugs

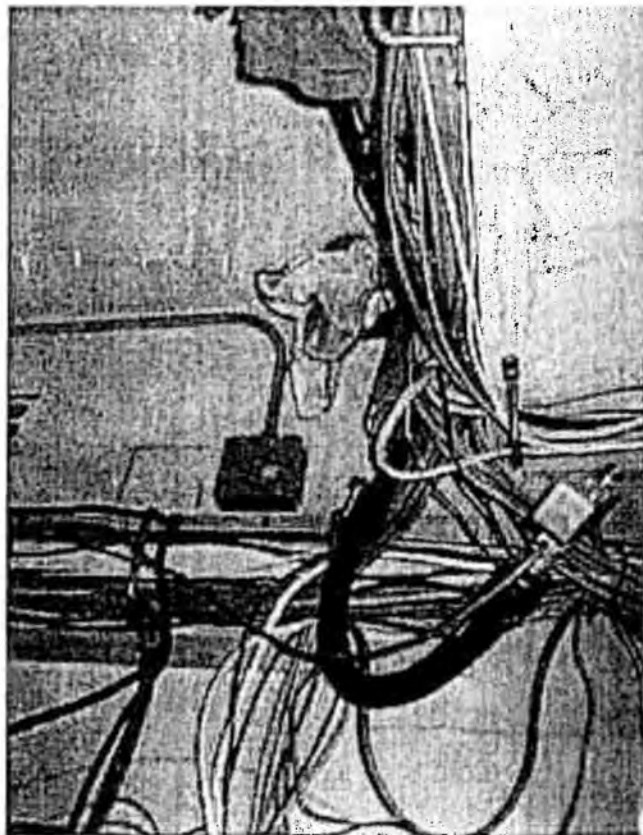
Electrical Cord Over Faucet



Narrow Hall Storage



Rag Blocking Ceiling Vent



## Exhibit I

*Calls for Service*

|               | <u>2005</u> | <u>2006</u>  | <u>2007</u>  | <u>2008</u>  | <u>2009</u>  |
|---------------|-------------|--------------|--------------|--------------|--------------|
| Jan.          | 643         | 761          | 870          | 1677         | 2069         |
| Feb.          | 630         | 680          | 779          | 1264         | 1778         |
| March         | 801         | 758          | 855          | 1670         | 2122         |
| April         | 676         | 758          | 891          | 1903         | 1920         |
| May           | 882         | 910          | 2248         | 1962         | 2143         |
| June          | 901         | 1125         | 2175         | 2186         | 2173         |
| July          | 1130        | 1232         | 2216         | 2252         |              |
| Aug           | 943         | 1005         | 2013         | 2262         |              |
| Sept.         | 978         | 871          | 1981         | 2120         |              |
| Oct.          | 802         | 929          | 1724         | 2074         |              |
| Nov.          | 788         | 780          | 1522         | 1803         |              |
| Dec.          | 782         | 748          | 1526         | 1730         |              |
| <b>TOTALS</b> | <u>9956</u> | <u>10557</u> | <u>18800</u> | <u>22903</u> | <u>12205</u> |

**EXHIBIT J**

**911 PROVIDERS**

Alltel  
AT&T  
Cingular  
Cricket  
Qwest  
South Park Telephone  
Sprint  
T-mobile  
Verizon  
Vonage  
Wispertell



## STAFF REPORT

**TO:** Mayor Just & Board of Trustees  
**FROM:** Janell Sciacca, Town Administrator/Clerk  
**RE:** New Business Item B - Habitat for Humanity Subdivision & Plat Res. No 9  
**DATE:** March 7, 2022

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### BACKGROUND:

The resolution before you is presented as the document required in order to finalize the Board of Trustees' decision for the Public Hearing held on February 24, 2022. As per the Board's motion that evening, there are two (2) conditions included:

1. The Subdivision Improvements and Development Agreement associated with this approval to secure the construction and installation of the required public improvements, in the form set forth and attached as "Exhibit A," is hereby approved and the Mayor is authorized to execute such agreement.
2. The Town Board hereby reduces, subsidizes and waives all local development review fees, including but not limited to building permit fees, planning and legal review fees, engineering consultant review fees, and other Town fees, up to Ten Thousand Dollars (\$10,000.00), for this affordable housing development.

A DRAFT of the Subdivision Improvements and Development Agreement is attached and the Town Attorney indicates the following items remain to be finalized:

- Exhibit B of the DIA – Construction Schedule for the required improvements
- Performance guarantee – To be provided by the developer to secure the construction and installation of the public and other required improvements in the amount of \$294,919
  - o This is 125% of the total cost of public improvements, which is \$235,935
- Section 13 – Chip and seal fee (how many square feet of new asphalt pavement)
- Section 14 – Wastewater recovery fees

These items can be finalized independent of the approval of the resolution.

### RECOMMENDED ACTION:

Staff recommends approval of Resolution No. 9, Series 2022 as presented, presented by motion, second, and a roll call vote.

### ATTACHMENTS:

- Resolution No. 9, Series 2022
- DRAFT Subdivision Improvements and Development Agreement

**RESOLUTION NO. 9**  
**(Series of 2022)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING THE SUMMIT HABITAT FOR HUMANITY SUBDIVISION AND FINAL PLAT OF CERTAIN REAL PROPERTY COMMONLY KNOWN AS 521 CASTELLO AVENUE, FAIRPLAY, COLORADO**

**WHEREAS**, the Applicant, Summit Habitat for Humanity, has applied for approval of a Final Plat to subdivide a previously subdivided parcel of certain real property commonly known and located at 521 Castello Avenue within the Town of Fairplay and more particularly described in the application which is incorporated into and made a part of this resolution (the “Property”) to create eight (8) new lots, along with easements for access, utilities, drainage, and parking; and

**WHEREAS**, a public hearing on the application was held before the Board of Trustees of the Town of Fairplay in February 24, 2022, preceded by the required public notice of such hearing; and

**WHEREAS**, at the public hearing the Board of Trustees heard evidence from interested parties and considered the factors for approval of a final subdivision plat approval set forth in Sec. 16-14-20 of the Fairplay Municipal Code, as well as relevant goals and policy statements from the Town’s Comprehensive Plan which generally support the proposed subdivision; and

**WHEREAS**, at the public hearing the Board of Trustees approved Applicant’s final subdivision plat with conditions, and therefore now wishes to memorialize such approval with conditions, as well as execute a Subdivision Improvements and Development Agreement.

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

**Section 1.**     Major Subdivision Approval. The application for final subdivision plat approval of the Property as depicted in the final plat is hereby approved.

**Section 2.**     Subdivision Improvements and Development Agreement. The Subdivision Improvements and Development Agreement associated with this approval to secure the construction and installation of the required public improvements, in the form set forth and attached as “Exhibit A,” is hereby approved and the Mayor is authorized to execute such agreement.

**Section 3.** Waiver of Fees. The Town Board hereby reduces, subsidizes and waives all local development review fees, including but not limited to building permit fees, planning and legal review fees, engineering consultant review fees, and other Town fees, up to Ten Thousand Dollars (\$10,000.00), for this affordable housing development.

**Section 4.** Effective Date. This Resolution shall become effective upon adoption.

**RESOLVED, APPROVED AND ADOPTED** this 7<sup>th</sup> day of March, 2022.

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Frank Just, Mayor

ATTEST:

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Janell Sciacca, Town Clerk



## EXHIBIT A

### TOWN OF FAIRPLAY DEVELOPMENT IMPROVEMENTS AGREEMENT

#### Summit Habitat for Humanity Subdivision

(Name of Development)

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of March, 2022, by and between the **Town of Fairplay, Colorado**, a statutory town, whose address is 901 Main Street, PO Box 267, Fairplay, Colorado 80440 (hereinafter referred to as the "Town"), and **Summit Habitat for Humanity, Inc.** whose address is P.O. Box 4330, Breckenridge, Colorado 80424-4330 (hereinafter referred to as the "Developer").

#### RECITALS

**WHEREAS**, Developer is the fee simple owner of real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, Developer filed an application for approval of a Final Plat to subdivide a previously subdivided parcel located at 521 Castello Avenue to create eight (8) new lots, along with easements for access, utilities, drainage, and parking, with the Town for the development of the Property, such development herein referred to as the "Project"; and

**WHEREAS**, the Town approved the Project on February 24, 2022, and such terms and conditions of approval, application, documents, drawings and plans are referred to herein collectively as "Approval Document;" and

**WHEREAS**, the Developer, as a condition of approval of the Project desires to enter into a Development Improvements Agreement, as provided for by Chapter 16-2-70 of the Fairplay Municipal Code, which such Chapter is recognized as the Unified Development Code ("Code"); and

**WHEREAS**, the Town seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project and limit the harmful effects of substandard developments; and

**WHEREAS**, pursuant to Section 16-2-70 of the Code, the Developer is required to provide security or collateral in an amount of not less than one hundred twenty-five percent (125%) of the estimated cost of the completion of all improvements described in the accompanying documents, drawings, and plans; and

**WHEREAS**, the purpose of this Agreement is to protect the Town from the cost of completing development improvements itself and is not executed for the benefit of material supplier, laborers, or others providing work, services or material to the Project or for the benefit of occupants in the Project; and

**WHEREAS**, the mutual promises, covenants and obligations contained in this Agreement are authorized by State law and Title 16 of the Code.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Developer agree as follows:

## **SECTION 1** **DEFINITIONS**

- 1.1 Agreement. This Development Improvements Agreement for the Summit Habitat for Humanity Subdivision between the Owner, the Developer and the Town.
- 1.2 Town. The Town of Fairplay, Colorado, a statutory town.
- 1.3 Town Board of Trustees. The governing body of the Town of Fairplay, Colorado.
- 1.4 Developer. Summit Habitat for Humanity, Inc., and its successors and assigns.
- 1.5 Project. The development approved by the Approval Document attached hereto and incorporated herewith.
- 1.6 Owner. The individual(s) or entity(s) known as Summit Habitat for Humanity, Inc., identified as the lawful owner of the Property.

## **SECTION 2** **TERM**

The term of this Agreement shall commence on the date first written above and shall continue until the third (3<sup>rd</sup>) anniversary of the effective date, if Developer has not commenced the public and other required Development Improvements, and if said improvements have commenced, this Agreement shall continue until the completion of all improvements. After the expiration of the term, this Agreement may be terminated and will then be of no further force or effect except as to any maintenance requirements for the public and any common improvements, and the warranty of public and other Development Improvements.

## **SECTION 3** **SCOPE OF THIS AGREEMENT**

3.1 Purpose. This Agreement is intended to set forth the parties' understanding and agreement as to the nature of the development; as to the procedures, limitations and standards applicable to the construction of public and private improvements to be installed to serve the Project; as to the responsibilities of the parties for various costs, fees and charges; and as to such other matters the parties believe can be adequately addressed at this time. This Agreement is not intended to address those matters which are more appropriately considered at the time of actual issuance of building permits for the Property. The Town reserves all rights to review, approve, or deny any future permit applications submitted in accordance with the ordinances and policies of the Town then in effect.

3.2 Town's Rights Reserved. It is not the intention of the parties in any way to diminish or limit the Town's legislative, quasi-judicial, or other non-delegable discretionary powers or to impose on the Town any duty, beyond its ordinances and regulations as they may from time to time exist, nor to impose any special obligation on the Town to approve or accept any future applications, plans, drawings, security documents, improvements, and conveyances. It is furthermore the express intention of the parties that nothing in this Agreement shall be construed to void the rights and obligations of the parties as set forth herein, to the extent such rights and obligations are consistent with law. The parties expressly agree they will fully perform this Agreement to the extent it is consistent with the law.

3.3 Limited Applicability. This Agreement applies only to such documents properly submitted to the Town, and subsequently approved and recorded thereunder, pursuant to Section 16-3-20 and 16-24-30 of the Code (the “Approved for Construction Drawings”).

#### **SECTION 4**

#### **IMPROVEMENTS AND WARRANTY - GENERAL PROVISIONS**

4.1 Construction of Improvements. In accordance with Chapter 16 of the Code: all public infrastructure and other improvements, inclusive of any required landscaping for common or public areas, water services lines and laterals, water mains, fire hydrants and other water distribution facilities necessary to provide treated water service for this Project; all irrigation lines and related appurtenances, laterals and mains necessary to provide non-potable irrigation service for this Project; all wastewater collection lines and related improvements necessary to provide wastewater collection service for this Project; other required utilities for this Project, any drainage structures required for this Project; street improvements within the Project including pavement, curbs, gutters and sidewalks, survey monuments, and other on-site or off-site public or required development improvements, as shown in the accompanying plans applicable to the Property including any field changes required by the City due to unknown site conditions; this Agreement, and; any other improvements required by the Code and the Town of Fairplay Public Works Manual shall be installed and completed at the expense of the Developer. The public and other necessary Development Improvements shall be designed and built in conformance with all Town engineering design standards and all requirements contained in Title 16-3-20 of the Code. All such public or other required development improvements shall be designed and approved by a registered professional engineer retained by the Developer unless required otherwise by the Code. All drawings and plans for such improvements shall be stamped by the engineer unless required otherwise by the Code.

4.2 Compaction Standards. Trench compaction and road sub-grade and base course compaction standards and criteria shall be reviewed and approved by the Town prior to the commencement of construction.

4.3 Schedule of Improvements to be Constructed by Developer – Commencement of Work on Improvements. The schedule of on-site and off-site improvements to be constructed by the Developer, showing in detail the public and other required development improvements, including shallow utilities, that the Developer is responsible for constructing, and the costs therefor, as required by Section 16 of the Code, is attached hereto as Exhibit "B" and incorporated herein by this reference. Unless otherwise authorized by the Town, no work shall be commenced on such improvements by the

Developer until such time as the performance guarantee pursuant to Section 8 of this Agreement and Section 16-2-70 of the Code has been furnished to the Town.

4.4 Warranty by Developer. In accordance with Section 16-2-70 of the Code, the Developer shall warrant any and all required improvements constructed by Developer pursuant to this Agreement and the Approval Document and all accompanying documents, drawings, and plans for a period of twenty-four (24) months from the date the Town certifies that the same conform with the approved specifications. The warranty period begins on the day Town accepts the Development Improvements in accordance with Section 16-2-70 of the Code. In addition, but not by way of limitation, the Developer shall warrant the following:

4.4.1 The Developer shall warrant that the title conveyed shall be good and its transfer rightful; and

4.4.2 The Developer shall warrant any and all facilities conveyed shall be free from any security interest or other lien or encumbrance.

4.4.3 The Developer shall warrant that any and all facilities so conveyed shall be free of any and all defects in materials or workmanship.

4.4.4 The warranty shall be secured by Developer pursuant to Section 16-2-70 of the Code by posting with the Town a cash deposit or letter of credit as outlined therein.

4.5 Town Inspections. In accordance with Section 16 of the Code, the Town shall have the right to make inspections and require testing during construction of the public and other required Development Improvements in such reasonable intervals as the Town may request in accordance with the Town's street construction regulations and sewer construction regulations or as otherwise determined by the Town. Inspection, acquiescence and approval of any inspector of the construction of physical facilities, at any particular time, shall not constitute the approval by the Town of any phase of the construction of such public and other required improvements. Such approvals shall be made by the Town only after completion of construction and the establishment of property pins for each lot or parcel, and in the manner hereinafter set forth.

4.6 Final Approval by Town. In accordance with Section 16 of the Code, upon completion of construction of such public and other required Development Improvements, the Town shall perform a final inspection of the improvements and certify with specificity its conformity or lack thereof to the approved specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with Town standards and the utility, drainage and street improvement plans and others, as approved. The Town shall be under no obligation to release the performance guarantee, or provide any wastewater collection service, street maintenance, to issue planning clearances, or certificates of occupancy until all such facilities are brought into conformance with the specifications and finally approved by the Town.

4.7 Provision of As-Built Drawings. In accordance with Section 16-3-10 of the Code, Developer shall provide all necessary engineering designs, surveys, field surveys, and "as built" drawings for all public improvements and other utilities improvements approved by the Town. All "as

built" drawings shall be prepared in the manner required by the Town. The Developer shall pay for any incidental services related to the construction of the public improvements and other required improvements, at its sole cost and expense.

4.8 Conveyance of Public Improvements. In accordance with Section 16 of the Code, all public improvements constructed in accordance with this Agreement, shall be dedicated or conveyed to the Town. Upon completion of construction in conformity with the plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all physical facilities necessary for the extension, maintenance and repair of municipal utility services and other public facilities. Acceptance of said conveyance shall be made by the Town by majority vote of the Town Board of Trustees. Following such dedication or conveyance, the Town shall be solely responsible for the maintenance of such improvements, unless otherwise provided in this Agreement, except for any correction work required during the warranty period set forth herein.

4.9 Construction Schedule. Construction of such public and other required Development Improvements shall be completed by the Developer no later than the dates set forth in Exhibit "B". Where Developer is prevented from commencing or completing any of the public and other required Development Improvements within the time frame identified in Exhibit "B" due to an unforeseeable cause or delay beyond the control and without the fault or negligence of the Developer, the times for commencement and/or completion of such improvements shall be extended in an amount equal to the time lost due to such delay if a request is made in writing to the Town by the Developer. Delays beyond the control of Developer shall include, but not be limited to, acts of neglect by the Town, fires, floods, epidemics, abnormal weather conditions, strikes, freight embargos or acts of God. Time extensions, however, will not be granted for rain, snow, wind or other natural phenomena at normal intensity within Park County. Delays attributable to and within the control of the Developer's contractors, subcontractors or suppliers shall be deemed to be delays within the control of the Developer.

4.10 Improvements Required Prior to Issuance of Planning Clearances for Building Permits and Certificates of Occupancy. No planning clearance necessary to obtain a building permit for construction of any building within the Project shall be issued until all of the required improvements, as specified in Section 16 of the Code, and this Agreement, have been installed and approved by the Town, as evidenced by applicable signatures authorizing the same by the Town.

4.11 Dogs Prohibited During Construction. The Developer shall prohibit its contractors and subcontractors from bringing dogs onto the Property, even if such dogs are to be kept inside motor vehicles. Violation of this policy shall result in the immediate eviction of the dog and the dog's owner or harbinger by the Developer from the Property. In the event of a second violation by the same dog and/or the same dog's owner or harbinger, the dog and the dog's owner or harbinger shall be immediately evicted from the Property by the Developer and the offending person shall be prohibited from entering or working within the Property for the following seven (7) consecutive calendar days. In the event of a third violation, the offending person shall be prohibited by the Developer from entering or working within the Property for the following six (6) calendar months.

**SECTION 5**  
**OFF-SITE STREET IMPROVEMENTS**

Pursuant to the Code and conditions imposed by the Town Board of Trustees, the Developer shall construct street improvements, both on-site and off-site as applicable, in accordance with the Approved for Construction Drawings signed by the Town Engineer. Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

**SECTION 6**  
**DRAINAGE IMPROVEMENTS**

Developer acknowledges that the drainage requirement(s) set forth in approvals of the Project are roughly proportional to the impacts generated from development of the Property and shall construct the same in accordance with the conditions of approval of the Project and the Approved for Construction Drawings signed by the Town Engineer.

**SECTION 7**  
**WATER AND WASTEWATER SERVICES AND IMPROVEMENTS**

7.2 Construction of Treated Water Distribution System. Pursuant to Chapter 16 and subsection 16-16-30 of the Code, the Developer, at its sole expense, shall design, purchase, and install all elements of a municipal treated water distribution system to fully service the Project, including but not limited to water mains, fire hydrants, pipe lines, and service line laterals to lot lines as required by the Town's regulations, off-site water main extensions, and all other appurtenant facilities necessary to provide treated municipal water service to the Project. All required improvements and the construction and installation of such improvements shall be in accordance with the Approved for Construction Drawings, plans and specifications and as approved by the Town. Upon completion of the municipal distribution system, said system shall be inspected and approved by the Town.

7.3 Construction and Conveyance of Irrigation System. If applicable through the conditions of approval of the Project, pursuant to Section 16 of the Code, the Developer, at its sole expense, shall design, purchase and install all elements of a non-potable irrigation system to fully service the Project including all lines, valves, service lines to the lot lines and service risers as required by the Town's regulations, and all off-site improvements as necessary to maintain the delivery system. All required improvements and the construction and installation of such improvements shall be in accordance with the Approved for Construction Drawings, plans and specifications approved by the Town, and in accordance with applicable provisions of the Town of Fairplay's Public Work's Manual and Title 16 of the Code.

Pursuant to Section 16 of the Code, prior to the sale of any lot within the Project, the Developer shall convey to the applicable owners association or homeowners association by separate legal instrument(s) the irrigation system, all real property and associated easements necessary for operation and maintenance of the irrigation system, and shall also transfer to such association sufficient irrigation water rights previously reviewed and approved by the Town.



#### 7.4 Construction of Wastewater Collection System.

7.4.1 On-Site Improvements. Pursuant to Section 16 of the Code, the Developer, at its sole expense, shall design, purchase, and install all elements of the wastewater collection system to fully service the Project, including service lines to the lot lines, pursuant to the provisions of this Agreement and applicable provisions of the Town's engineering design standards. Such wastewater collection system shall be constructed in accordance with the Approved for Construction Drawings, plans and specifications, and Town wastewater system regulations.

7.4.2 Off-Site Improvements. Developer shall install the off-site wastewater collection system components in accordance with the Approved for Construction Drawings approved by the Town Engineer. Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

7.5 Provision of Wastewater Service by the Town. Upon completion of the wastewater collection system and upon approval and acceptance by the Town, the Town agrees to provide wastewater treatment and collection service to the Project upon Developer or other property owner making a written request for such service and the payment of any required plant investment (tap) fees and connection charges. Provision of wastewater service by the Town within the Project shall be made pursuant to agreement by the Town and on a first come/first served basis with other wastewater service customers, subject to system capacity and any prior commitments, and at the then applicable rate. Except as may otherwise be provided in this Agreement, a person shall not receive any preferences for or assurance of the availability of wastewater service from the Town until the plant investment (tap) fee is paid.

### **SECTION 8** **PERFORMANCE GUARANTEE**

8.1 Security Required. To secure the construction and installation of the public and other required improvements listed in the schedule of improvements for which the applicant or developer is responsible, whether on-site or off-site, including tasks not specifically itemized within the schedule of improvements but which can be reasonably considered necessary for the development and for which the property owner or developer is responsible, the property owner or developer shall furnish the Town with a cash, letter of credit, cash bond, performance bond, or other security acceptable to the Town Attorney to secure the performance and completion of such required improvements, in an amount equal to Two Hundred Ninety Four Thousand Nine Hundred Nineteen Dollars (**\$294,919.00**), one hundred twenty-five percent (125%) of the estimated cost of those improvements, Two Hundred Thirty Five Thousand Nine Hundred Thirty Five Dollars (\$235,935.00).

8.2 Delivery of Security. The Developer or Property owner shall deliver to the Town the performance guarantee required by Section 8.1, above, prior to the recording of a subdivision final plat, or prior to recording of a PUD final development plan, or prior to the issuance of a conditional use permit or planning clearance, as applicable. Unless expressly authorized by the Town, work shall not be commenced on the Project until the approved security is furnished to the Town. No lot within a subdivision shall be conveyed to any third

party until the approved security is delivered to the Town and the final plat is recorded in the records of the Park County Clerk and Recorder.

8.3 Security Standards. The performance bond, or letter of credit, or Escrow and Disbursement Agreement shall be in good and sufficient form as approved by the Town.

8.4 Release of Security. In accordance with subsection 16-2-70 of the Code, upon completion of improvements, a portion of the guarantee may be released as follows:

Upon the complete installation, inspection and acceptance of the improvements and/or infrastructure, all but twenty-five percent (25%) of the posted financial security shall be released, which twenty-five percent (25%) shall continue to remain posted as security to ensure that all improvements and infrastructure shall remain free of defects for a period of two (2) years after preliminary acceptance of same by the Town.

8.5 Notice of Violation or Default. In accordance with subsection 16-2-50 of the Code, upon the Developer's failure to perform its obligations under this Agreement, as applicable to the Project, all other applicable plans, drawings, specifications and other documents as approved, within the time periods set forth in this Agreement, the Town may give written notice to Developer of the nature of the violation or default and an opportunity to be heard before the Town Board of Trustees concerning such violation. If such violation or default has not been remedied within thirty (30) days of receipt of the notice or of the date of any hearing before the Town Board of Trustees, whichever is later, (or such reasonable time period as is necessary to cure the violation or default provided that Developer has commenced in good faith to cure the violation or default), the Town may then give written notice to the Developer and any surety on the performance bond, issuer of a letter of credit, or escrow agent that the Town, as agent for the Developer, is proceeding with the task of installing the public and other required Development Improvements in whole or in part and that such surety and funds shall be released to the Town for the installation and construction of the same.

8.6 Power of Attorney Granted. In accordance with the Code, the Developer hereby designates and irrevocably appoints the Fairplay Town Administrator, as its Attorney-In-Fact and agent for the purpose of completing all public and other necessary improvements required by this Agreement in the event of a default by the Developer. This Agreement shall be filed in the office of the Clerk and Recorder of Park County, Colorado, and shall constitute constructive notice of this Agreement and the power of attorney provided herein. This Agreement and power of attorney contained herein may be enforced by the Town pursuant to all legal and equitable remedies available, including an action for specific performance in a court of competent jurisdiction.

8.7 Increase in Amount of Security. In accordance with the Code, if a substantial amount of time elapses between the time of posting of the security and actual construction of the improvements, the Town reserves the right to require a reasonable increase in the amount of the applicable security, if necessary because of estimated increased costs of construction.

8.8 Cost Estimate Not Binding. The purpose of the cost estimate described in subsection 8.1 above is solely to determine the amount of security required and may be revised from time to time

to reflect the actual costs. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual cost of all such public and other required on-site and off-site Development Improvements. Neither the estimated costs nor the amount of the security establishes the maximum amount of the Developer's liability.

8.9 Attorney's Fees. If any legal proceedings are commenced concerning the Town's election to complete the public and/or other required Development Improvements, as agent for the Developer, against the Developer, its surety, or issuer of the letter of credit, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees (including legal assistant ' s fees) or the reasonable value of a salaried attorney's time (including legal assistant's time).

## **SECTION 9**

### **INDEMNIFICATION AND INSURANCE**

9.1 Indemnification By Contractors. Any contractor employed by the Developer who performs work within rights-of-way or easements dedicated to the Town or within other property owned by the Town shall indemnify and hold harmless the Town of Fairplay, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with work performed by such contractor for the Developer within Town rights-of-way, easements or other property, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of such contractor or of any subcontractor of the contractor, or which arise out of any workers compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor shall agree to investigate, handle, respond to, and provide a defense for and defend against, any such liability, claims or demands at the sole expense of such contractor. The contractor shall also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, including legal assistant's fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

9.2 Insurance Required. Any contractor employed by the Developer to perform work within rights-of-way or easements dedicated to the Town or within any other property owned by the Town, shall agree to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by the Developer or by law. Any such contractor shall not be relieved of any liability, claims, demands or other obligations to be assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

9.3 Nature and Amounts of Insurance. Any contractor employed by the Developer to perform work within rights-of-way and easements dedicated to the Town or other property owned by the Town shall procure and maintain, and shall cause any subcontractor of such contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and

maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations to be assumed by such contractor. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

9.3.1 Workers Compensation Insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work, and Employers' Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.

9.3.2 General Liability Insurance with minimum combined single limits of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

9.3.3 Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate with respect to each of a contractor's owned, hired or non-owned vehicles assigned to or used in performance of services within the Town's rights-of-way, easements and other property. The policy shall contain a severability of interests provision.

The policies required by this Agreement shall be endorsed to include the Town of Fairplay and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Developer's contractors. No additional insured endorsement to the General Liability Insurance policy required herein shall contain any exclusion for bodily injury or property damage arising from completed operations. A contractor shall be solely responsible for deductible losses under any policy required above.

Upon request by the Town, the Developer shall provide the Town with a certificate of insurance to be completed by the contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify the contract and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town.

9.4 Indemnification by Developer. In addition to the indemnification required by the foregoing, the Developer hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding Town officers, agents or employees, in connection with, or on account of the performance of work within the Project and elsewhere by such parties, or their

agents, contractors or employees pursuant to this Agreement and on behalf of and/or at the Developer's request. The Developer further agrees to aid and defend the Town in the event that the Town is named as a defendant in any action concerning the performance of work by the Developer, or its agents, contractors or employees pursuant to this Agreement except where such suit is brought by the Developer. The Developer shall not be considered an agent or employee of the Town for any purpose.

9.5 Governmental Immunity. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision contained in this Section, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et. seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

## **SECTION 10**

### **PUBLIC PARKS, OPEN SPACE AND TRAILS**

If applicable to the terms and conditions of the Project approval, Developer may be required to provide for common open space to serve and benefit the residents and lands. Pursuant to Section 16-19-130(B) of the Code, in the case of a PUD, Developer may be required to provide for a minimum of thirty percent (30%) of the total area within the boundary to be devoted to usable and accessible common open space.

The Developer acknowledges that such requirements are roughly proportional to the impacts resulting from development of the Property.

## **SECTION 11**

### **SCHOOL LAND DEDICATION**

If applicable pursuant to the terms and conditions of approval of the Project, land reserved for a school site may be required, pursuant to Section 16-19-10.

## **SECTION 12**

### **Intentionally omitted and reserved**

## **SECTION 13**

### **CHIP AND SEAL IMPACT FEE**

A Chip & Seal Fee shall be paid.. Such fee will be deferred until the time of issuance of Building Permit for each individual primary dwelling unit. The impact fee required to be paid for each primary dwelling unit in this subdivision shall be based on the fees in effect at the time of the issuance of a Building Permit for each individual primary dwelling unit. Such fee shall be paid before the issuance of a Building Permit for each individual primary dwelling unit in this subdivision. Such fee shall be shared proportionately over the primary dwelling units in this subdivision.

The Chip and Seal Impact Fee shall be paid based on \_\_\_\_ square yards of new asphalt pavement.

**SECTION 14**  
**WASTEWATER RECOVERY FEES**  
**AND REIMBURSEMENT/RECAPTURE AGREEMENTS**

14.1 A Wastewater Recovery Fee of \$ \_\_\_\_\_ applies to each unit within the Subdivision. Developer shall pay \$ \_\_\_\_\_, (calculation: \_\_\_\_\_ units multiplied by \$ \_\_\_\_\_ per unit = \$ \_\_\_\_\_), as a Wastewater Recovery Fee to the Town of Fairplay prior to subdivision Final Plat recording.

14.2 A Wastewater Recapture Fee of \$ \_\_\_\_\_, applies to each unit within the Subdivision, per an Agreement with \_\_\_\_\_ dated \_\_\_\_\_. The recapture provisions are as follows:

CHECK ONE or N/A

a) \_\_\_\_\_ Developer shall pay \$ \_\_\_\_\_, (calculation: \_\_\_\_\_ units multiplied by \$ \_\_\_\_\_ per unit = \$ \_\_\_\_\_), as a Wastewater Recapture Fee to the

**SECTION 15**  
**REIMBURSEMENT OF COSTS**

15.1 Review Costs and Fees. In accordance with Sections 16-14-10, 16-15-20 and such other circumstances as called for under the Code, the Developer shall pay to the Town all required review fees. In addition, pursuant to the Code, the Developer shall be responsible for all extraordinary review costs, including but not limited to review by the Town's attorneys and third party consultants. Provided, however, upon request, the Developer shall receive detailed invoices reflecting the nature and description of each such charge so incurred by the Town.

15.2 Inspection Costs. Pursuant to the Code, prior to the approval and acceptance of the construction and installation of the required public and other Development Improvements, the Developer shall pay to the Town the inspection review fees for all inspections of such improvements made by or conducted at the direction of the Town. In addition, the Developer shall be responsible for any extraordinary inspection costs.

**SECTION 16**  
**ENFORCEMENT**

16.1 Default; Notice; Termination. In accordance with the Code, in the event of any violation, default or breach by the Developer of an applicable covenant, term, condition, or obligation under this Agreement, and if such default or breach continues after notice thereof and opportunity of a hearing, this Agreement may be forthwith terminated, at the option of the Town. Any declaration of termination of the Agreement shall be effective only after and upon a resolution to that effect duly adopted by the Town Board of Trustees. All rights concerning remedies or attorney's fees shall survive any termination of this Agreement.



16.2 Legal Action. The parties to this Agreement shall have all rights available at law or in equity to enforce the terms of this Agreement, including the right of specific performance. In the event that any action is filed or maintained by any party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees (including legal assistant's fees) or the reasonable value of a salaried attorney's time (including legal assistant's time).

16.3 Other Remedies Available to Town. In the event the Developer fails to construct any public or other required on-site and off-site Development Improvements in accordance with the terms and conditions of this Agreement, following the issuance of the performance guarantee as set forth in Section 8 of this Agreement, the Town may exercise any of the remedies set forth in Section 8 of this Agreement or the Code. Alternatively, the Town may assign the proceeds of the letter of credit, performance bond, or escrow funds to a subsequent developer or a lender who has acquired the Project by purchase, foreclosure or otherwise who will then have the same rights of completion as the Town if and only if the subsequent developer or lender agrees in writing to complete the unfinished improvements.

## **SECTION 17** **FINAL PLAT APPROVAL**

In accordance with Sections 16-14-10 and 16-15-10 of the Code, the Town agrees to approve the Subdivision Final Plat provided that said Subdivision Final Plat is in conformance with the Preliminary Plan approval, drainage improvements, street improvements, and utility plans have been submitted to and approved by the Town, and all of the requirements of applicable law, subject to the terms and conditions of this Agreement, have been complied with.

## **SECTION 18** **CONVEYANCE PROHIBITED**

18.1 Recording of Subdivision Final Plat Required. The Owner shall not grant, sell or convey any lot, lots, or other properties subject to this Agreement unless in compliance with the foregoing provisions of this Agreement.

18.2 Improvements Agreement Required. If this Agreement is only for a portion or Phase of a Subdivision for which a valid Subdivision Final Plat already exists, the Developer shall not grant, sell or convey any lot or lots not covered by this or a previous Improvements Agreement without the express written consent of the Town. The intent of this subsection is to prevent the sale of legally platted lots within the Subdivision for which public infrastructure does not exist or for which an Improvements Agreement has not yet been executed.

## **SECTION 19** **VESTED RIGHTS - VACATION OF FINAL PLAT**

19.1 Vested Property Rights. The Developer shall have vested property rights to develop the Subdivision for a period of three (3) years from the effective date of this Agreement. The

Developer shall be entitled to all rights, privileges, and remedies arising from such vesting for said period in accordance with Chapter 16-24-10 of the Code and Sections 24-68-101 *et. seq.*, C.R.S.

19.2 Vacation of Final Plat. Failure of the Developer to complete construction of the public and other on-site and off-site Subdivision improvements required by this Agreement within the times provided herein and following the delivery of the notice described in subsection 20 hereof and the expiration of the thirty (30) day time period described in subsection 20 without cure by the Developer, the vested property rights associated with the Subdivision Final Plat and this Agreement shall be forfeited. Upon such an event, the City Council of the Town of Fairplay may enact an ordinance vacating the Subdivision Final Plat and upon the effective date of such ordinance, the Subdivision and any permits issued in connection therewith shall be null, void, and of no effect. The Developer shall then be prohibited from granting, selling or conveying any additional lots within the Property. All property rights dedicated to the Town of Fairplay for public purposes shall remain the property of the City and shall be considered liquidated damages. Provided, however, vacation of the Subdivision Final Plat shall not affect (a) the annexation of the Subdivision to the City; (b) the prior conveyance of any lots or parcels within the Subdivision; (c) any right arising from other City permits, approvals or other entitlements for the Subdivision which were granted or approved prior to, concurrently with, or subsequent to the approval of the Subdivision Final Plat; or (d) the parties' rights pursuant to subsection 22.5 below.

**APPROVAL OF THE SUBDIVISION FINAL PLAT AND THIS AGREEMENT  
CREATES A VESTED PROPERTY RIGHT PURSUANT TO SECTION 24-68-103, C.R.S.,  
AS AMENDED.**

19.3 Certificate of Compliance. It is agreed that upon completion of all improvements by the Developer which are the subject of this Agreement, expiration of the warranty period as provided herein, and compliance with all of the terms of this Agreement, in accordance with the Code, the Town shall execute a resolution or certificate stating that all improvements have been constructed in compliance with this Agreement.

**SECTION 20  
MISCELLANEOUS PROVISIONS**

20.1 Waiver of Defects. In executing this Agreement, Developer waives all rights it may have concerning defects, if any, of the form or substance of this Agreement, and the formalities whereby it is executed; concerning the power of the Town to impose conditions on Developer as set forth herein; and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

20.2 Non-Suit. The Town's approval of the Approval Document and this Agreement shall not make it liable for any loss or damage suffered within or by use of the Project for any act, condition or omission occurring or arising out of or in connection with the Town's approval of the Approval Document. Neither Developer nor anyone acting through it shall attempt to hold the Town liable for any loss or damages arising out of or in connection with the Town's approval or the Approval Document or the Project.

20.3 Failure to Exercise Rights. No waiver of any provision of this Agreement will be

deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by written amendment to this Agreement signed by the Town and Developer nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

20.4 Complete Agreement. This Agreement together with the Approval Document contain all of the understandings, conditions and agreements between the Town and the Developer relating to the Project at this time, and no other prior or current representation, oral or written, shall be effective or binding upon the Town or the Developer, except for representations made by the Developer, or its agents, or the Town Board of Trustees, or Town staff members at public hearings concerning approval of the Project, not in conflict with the express provisions of this Agreement.

20.5 Enabling Ordinances Required. To the extent required by law and by the terms of this Agreement, the obligations and covenants of the Town are conditional upon the adoption by the Town of appropriate enabling ordinances.

20.6 Attorneys Fees. In the event that any action is filed or maintained by any party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney fees (including legal assistant's fees) or the reasonable value of a salaried attorney's time (including legal assistant's time). All rights concerning remedies or attorney's fees shall survive termination of this Agreement.

20.7 Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

20.8 Amendments. This Agreement may be amended from time to time by written Agreement duly authorized by the parties to this Agreement.

20.9 Representations of Town Officials. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Code and ordinances, and that the Developer when dealing with the Town, act at their own risk as to any representation or undertaking by the Town or its officers or agents or their designees which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado. Provided, however, that this subsection shall not be construed to limit the rights and remedies of the parties otherwise provided by law.

20.10 Covenants. The provisions of this Agreement shall be binding on all subsequent owners of the Property as covenants running with the Property, to be released only by the Town of Fairplay, and the benefits and burdens of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the parties to this Agreement, except as otherwise provided herein.

20.11 Notices. Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, return receipt requested, addressed as follows:

If to Town: 901 Main Street  
PO Box 267  
Fairplay, Colorado 80440  
Attn: Town Administrator

If to Developer: Habitat for Humanity, Inc.  
P.O. Box 4330  
Breckenridge, Colorado 80424-4330  
Attn: Executive Director

These addresses shall remain valid until notice of a change of address is given to the other party in accordance herewith.

20.12 Time of the Essence. Time is of the essence of this Agreement.

20.13 Jurisdiction of Courts. This Agreement is made and delivered within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity, and enforceability. Personal jurisdiction and venue for any civil action commenced by any of the parties to this Agreement whether arising out of or relating to the Agreement, a letter of credit, Escrow and Disbursement Agreement, or performance bond will be deemed to be proper only if such action is commenced in the District Court for Park County, Colorado. The Developer and issuer of any letter of credit or performance bond pursuant to this Agreement, expressly waive their right to bring such action in or to remove such action to any other court, whether State or federal.

20.14 Rights of Persons Not a Party. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

20.15 Provisions Deemed Severable. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

20.16 Assignment of Rights; Release of Obligations. The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the Town. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the Town to assign its rights under this Agreement. The Town will release the original Developer's performance guarantee if it accepts new security from any developer or lender who obtains the Property. However, no act of the Town will constitute a release of the original Developer from its liability under this Agreement.

20.17 No Waiver of Immunity. Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity or governmental immunity under any applicable State law.

20.18 Recordation of Agreement. The Town shall record a copy of this Agreement in the office of the Clerk and Recorder of Park County, Colorado.

20.19 Execution of Other Documents. The parties agree to execute any additional documents and to take any additional actions necessary to carry out the terms of this Agreement.

20.20 Electronic and Counterpart Signatures. This Agreement may be signed in counterparts and/or by electronic signatures which shall be considered the same as originals and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

TOWN OF FAIRPLAY, a statutory town

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

ATTEST:  
\_\_\_\_\_  
Town Clerk

DEVELOPER: Habitat for Humanity, Inc.

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

Title: \_\_\_\_\_

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF PARK        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ and \_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

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

**Exhibit A**  
**Legal Description**

Replat of lots 23, 24, 25, 26 and the East Half of Lot 27, Block 13, Clark and Bogue's  
Addition to the Town of Fairplay

Located in the Northeast Quarter of Section 33, Township 9 South, Range 77 West of the  
6<sup>th</sup> P.M., Town of Fairplay, County of Park, State of Colorado, containing .542 Acres, more or  
less, with an address known as located at 521 Castello Avenue, Fairplay, Colorado





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Janell Sciacca, Town Administrator/Clerk  
**RE:** New Business Item C – Resolution No. 10, Series 2022  
**DATE:** March 7, 2022

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### **Background:**

Since assuming the responsibilities of Town Administrator in 2021 and during 2022 Budget discussions, the subject of managed IT services has been a frequent topic of conversation. Additionally, during budget discussions, multiple Board meetings, and routine business different IT issues have been brought to my attention of personally dealt with by me. Hence, the Board of Trustees discussed moving the Town to a more comprehensive managed IT service and directed me to obtain quotes for such.

In researching options, I spoke directly to 3 different companies and obtained quotes from 2. I did not request a formal quote from 1 company as initial conversations revealed that company would be at least twice as expensive as the other 2.

The quotes obtained are as follows:

1. Verticomm - \$1,926 / month + \$4,500 onboarding or installation/remediation fee
  2. Phoenix Technology - \$2,160 / month + \$2,160 onboarding or installation/remediation fee
- These costs are subject to change depending on the total number of devices which can only be accurately identified during the onboarding process.*

Both companies have impeccable reputations and recommendations. Both companies can more than adequately perform the duties requested. The main factor that sets Phoenix Technology apart from Verticomm is that the Town would receive 80 hours of on-site technician time each month. Therefore, my recommendation is to award the agreement to Phoenix Technology Group.

### **Recommendation:**

Staff recommends approval of Resolution No. 10, Series 2022, presented by motion, second and a roll call vote.

Attachments:

- Resolution No. 10, Series 2022
- Exhibit A, Professional Services Agreement and Statement of Work

**TOWN OF FAIRPLAY, COLORADO  
RESOLUTION NO. 10  
(Series of 2022)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND PHOENIX TECHNOLOGY GROUP, LLC FOR MANAGED INFORMATION TECHNOLOGY (IT) SERVICES.**

**WHEREAS**, Phoenix Technology Group, LLC has submitted a proposal for Managed IT Services for the Town of Fairplay; and

**WHEREAS**, Phoenix Technology Group, LLC represents it is qualified to provide such technical services; and

**WHEREAS**, the Board of Trustees has reviewed the documents and desires to enter into an agreement with Phoenix Technology Group, LLC for services as specified in the Statement of Work.

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

**Section 1.** The Board of Trustees hereby approves the Professional Services Agreement attached hereto as “Exhibit A” and authorizes the Mayor to execute same on behalf of the Town.

**Section 2.** This resolution shall become effective upon adoption.

**RESOLVED, APPROVED, and ADOPTED** this 7<sup>th</sup> day of March, 2022.

**TOWN OF FAIRPLAY, COLORADO**

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

**ATTEST:**

\_\_\_\_\_  
Janell Sciacca, Town Clerk

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of March, 2022, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Phoenix Technology Group, LLC an independent contractor ("Consultant").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **I. SCOPE OF SERVICES**

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A**, attached hereto and incorporated herein by this reference.

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

### **II. REPORTS, DATA AND WORK PRODUCT**

A. The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform the Scope of Services. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

B. Other than sharing information with designated third parties as previously directed by the Town, no project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure.

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

D. Upon request, Consultant shall provide to the Town electronic versions of all work product, in the format directed by the Town.

### **III. COMPENSATION**

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

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

### **IV. COMMENCEMENT AND COMPLETION OF WORK**

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the Town, the Scope of Services shall be complete and Consultant shall furnish the Town the specified deliverables as provided in Exhibit A.

### **V. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors execute the services to be furnished by Consultant under this agreement unless specifically authorized by separate agreement made with the Town.

## **VI. INSURANCE**

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

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

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million (\$1,000,000) each accident, two million dollars (\$2,000,000) disease -policy limit, and two million dollars (\$2,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

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

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

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given

to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

## **VII. INDEMNIFICATION**

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

## **VIII. TERMINATION**

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the Town providing Consultant with thirty (30) days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant. Furthermore, payment pursuant to this contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the Town, the Town may immediately terminate this contract or amend it accordingly. 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. The Consultant may terminate this Agreement for convenience by providing the Town with fourteen (14) days advance written notice.

## **IX. CONFLICT OF INTEREST**



Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

**X. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

**XI. ILLEGAL ALIENS**

A. Certification. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with this Agreement.

E. If Consultant does not have employees, Consultant shall sign the “No Employee Affidavit” attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the “Department Program Affidavit” attached hereto.

## **XII. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the Town, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The Town: Janell Sciacca, Town Administrator  
Town of Fairplay  
P.O. Box 267  
Fairplay, CO 80440

Consultant: Mike Fisher, Owner  
Phoenix Technology Group, LLC  
200 Union Blvd, Suite 200  
Lakewood, CO 80228

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. , as amended, or otherwise available to the City and its officers or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the City not performed in the current fiscal year shall be subject to annual appropriation of funds by the City's governing body. Should sufficient funds not be appropriated for the City's performance in future fiscal years this agreement shall terminate and be of no further force or effect.

L. Excluded Party List. If this is a covered transaction as defined below, Consultant certifies by its signature that it has not been suspended, debarred, voluntarily excluded or otherwise rendered ineligible, its principals have not been suspended, debarred, voluntarily excluded or otherwise rendered ineligible to participate in a federal payment program by any Federal or State of Colorado Department or agency as provided in OMB guidance, 2 CFR part 180, implementing Executive Orders 12549 and 12689. A "Covered Transaction" is defined as those procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000.00 or meet other specified criteria. Consultant certifies that it has completed the verification by checking the "Excluded Parties List System" (EPLS) at [www.SAM.gov](http://www.SAM.gov).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

**TOWN OF FAIRPLAY**



## NO EMPLOYEE AFFIDAVIT

*[To be completed only if Consultant does not have any employees]*

**1. Check and complete one:**

I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the course of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

*Consultant must verify this statement through the Federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date







**TOWN OF FAIRPLAY**  
**STATEMENT OF WORK (SOW)**

**02-07-22**

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## **INTRODUCTION/BACKGROUND**

Phoenix Technology Group has a policy of advising our clients in writing of our understanding as to the scope of our services and then asking to confirm that your understanding is the same as ours. Town of Fairplay is looking for a company to partner with them to perform their IT services. They require a dedicated partner to take care of their IT needs in a timely fashion. As part of this Town of Fairplay has chosen to move forward with the PTG Comprehensive Managed Services Program at a cost of \$120.00 per endpoint managed (Appendix A).

## **SCOPE OF WORK**

The items listed below make up the statement of work and define the scope of services we will be providing Town of Fairplay.

### **Maintenance Services**

Unless otherwise provided in this SOW, maintenance services shall be applied in accordance with the recommended practices of the managed services industry. Client understands and agrees that maintenance services are not intended to be, and shall not be deemed to be, a warranty or guaranty of the functionality of any particular device, or a service plan for the repair or remediation of any particular Managed Peripheral.

### **Monitoring and Alerting Services**

PTG will monitor work with all systems that have their agent installed on the machine. PTG will monitor these systems and when PTG defined thresholds have been surpassed they will be alerted to such behavior and will react in the recommended practices of the managed services industry to such an alert.

### **EDR/MDR**

As part of this SOW PTG will provide EDR/MDR software with a SOC as part of its monthly cost to the Client. Although the software is included in the monthly cost the cloud provider of this software does require an annual commitment of which by signing this agreement Town of Fairplay understands this agreement with that cloud provider. This EDR/MDR solution will protect the Client's system from becoming infected with new viruses or malware ("Viruses"); however, any security solution may be circumvented and/or rendered ineffective if a user purposely or intentionally downloads or installs malware (such as a rootkit) onto the user's system. Client is strongly advised to refrain from downloading files that are sent by unknown users, and/or users or files whose origination cannot be verified. malware will be timely detected or removed.

### **Backup Services**

PTG's backup solution uses industry-recognized products and software to help ensure the security and integrity of Client's data. Data recovery time will depend on the speed and reliability of Client's Internet connection and network. Backup services require a reliable, always-connected Internet solution.

## **Vendor Management**

PTG will work with all technology vendors in the course of doing business with the Client to provide advisement and recommended practices associated with their IT equipment. In order to provide its vendor management services to Client, PTG may require Client to execute a letter of authorization in which Client authorizes PTG to contact applicable vendors to request services from such vendors or to make inquiries.

## **2FA O365 Authentication**

As part of our services for Town of Fairplay we will setup all email users with Two Factor Authentication to their O365 applications. This will take a step to preventing unauthorized access to the O365 applications by anyone other than the assigned user

## **Proofpoint SPAM Filter and Archiving**

PTG will also provide Proofpoint SPAM filtering to Town of Fairplays email to limit the amount of SPAM entering into their inbox. Along with the SPAM filtering we will include the Proofpoint Archiving module also to preserve emails for you.

## **O365 Backup**

As part of the monthly service PTG will provide backup services for your O365 applications. Microsoft only provides 30 days of best effort type backup and to help ensure data wont be deleted accidentally

## **Scope of Services**

### **Network**

- Monitoring of Network availability, Faults, and Performance
  - Interface Uptime reporting
  - Historical archiving to identify recurring issues
- Network Topology and connection overview
  - Map style view of all sites with connection information
- Proactive Network alerts
  - Monitoring and real time alerting when pre-set thresholds are met or approaching capacity
- Manage wireless network
  - Provide management and support of wireless network.

### **PC Workstation(s)**

- Anti-Virus Software Management and Updating
- Proactive Monitoring and Removal of Virus, Spyware and Malware and System Cleaning
- Adobe Flash, Adobe Reader, and Java Updates
- Automated Hard Disk Scans
- Performance Monitoring Including
  - Memory
  - Hard Drive
  - CPU
- Monitoring for Key Stopped or Failed Services
- Monitor for Blacklisted Software Installs
- Uptime Monitoring

- Event Log History
- Automated Maintenance Routines
  - Temporary File and Cache Clean Up
  - Automated Disk Defragmentation
  - Windows Updating
  - Monitor Failed Updates

### **Server(s)**

- Anti-Virus Software Management and Updating
- Proactive Monitoring and Removal of Virus, Spyware and Malware and System Cleaning
- Server Event Log Monitoring and Trending
- Monitoring for Stopped or Failed Services
- Automated Hard Disk Scans
- Performance Monitoring Including:
  - Memory
  - Hard Drive
  - CPU
- Monitor for Blacklisted Software Installs
- Uptime Monitoring
- 24/7 Internet Connection Monitoring
- Monitor for Drive and RAID Failures
- Automated Maintenance Routines
  - Temporary File and Cache Clean Up
  - Automated Disk Defragmentation
  - Windows Updating
  - Monitor Failed Updates
- VMWare Host Monitoring

### **Service Desk**

- Unlimited Remote and Onsite Help Support and Service:
  - Server Support
  - Router Support
  - Switch Support
  - Firewall Support
  - Workstation and Laptop Support
  - Virus and Malware Removal
  - User Login/Authentication Support
  - Active Directory Support
  - Printer, Copier, Scanner, Fax Support
  - Application Support
  - Email System Support
  - Anti-SPAM Systems

- Storage Device Support
- Wireless Network Support
- Cabling Issue Diagnosis and Support
- Virus, Spyware and Malware Removal
- Firmware Upgrades
- Moves, Additions, and Changes that take under 4 hours to perform:
  - Employee onboarding and off boarding
  - Workstation/Laptop Upgrades
  - Workstation/Laptop Application Installation
  - Email changes related to mailboxes, distribution groups, public folders, access, etc.
  - Any other move, change that would be routine for normal system administration.
- Email, Portal, Desktop Agent, and Live Customer Service Hotline Ticket Submission
- Committed Response Time and Tracked SLA Performance
- Vendor Management
  - Telephone Service Provider
  - Internet Service Provider
  - Third Party Copier/Scanner/Fax Peripheral Network Connection Management
  - Application Vendors
  - Hardware Vendors
    - Warranty Management
  - Cloud Vendors
- Monthly Help Desk Ticket Reporting

### **Technical Account Management**

- Check and Update Documentation Integrity
- Anti-Virus Health Report
- Network Health Report
- Network Performance and Bandwidth Report
- Ticket Trend Analysis
- Root cause diagnosis analysis

### **Virtual CIO**

- Strategic Consulting
- Technology Summary
- Technology Planning
- Business Initiatives, Goals, Projects, Timelines, and Statuses
- Growth and Capacity Planning
- Technology Budget Planning
- Vendor Assessment
- Business Continuity Planning
- Client Education
- Lifecycle Management Reporting

### **Software Subscriptions**

## **Office 365**

- Browser Based applications
- Fully installed Office applications, including Word, Excel, PowerPoint, Outlook, Publisher, and One Note
- Each user can install Office on up to 5 devices
- One Drive file storage and sharing of 1TB of data
- Active Directory integration
- Business Class email hosting with Microsoft Exchange (50GB) mailbox
- HD video conferencing and instant messaging with Skype for Business

## **RESPONSIBILITIES:**

### PTG will:

1. Review this scope at the start of the project and verify goals and existing environment are accurate to complete deployment phase.
2. Perform the above listed procedures employing industry standards and best practices.
3. Review existing environment and overall time at start of project and request for any adjustment if necessary.

### Customer/Client will:

1. Make available to PTG all necessary logins, passwords, and documentation for all devices relevant to this procedure.
2. Allow PTG Engineers access to the relevant locations and devices during the procedure.

### General Assumptions

1. Resources from other Phoenix Technology Group offices and/or subcontractors will be utilized, as needed, to provide a full scope of technical expertise. Additional charges to Client may apply for items not specifically provided in the SOW.
2. PTG will assist with the provisioning of services from ISP/Telecom companies when outlined in the SOW, but is in no way responsible for problems associated with the ordering or provisioning of services supplied by a ISP/Telecom Carrier (xLEC, ITSP, etc). PTG will in no way be penalized for inability for Telecom Carriers to process or complete orders in-whole or in-part, on time.
3. Phoenix Technology Group is not responsible for the performance or quality of work of third-party vendors not under the direction of Phoenix Technology Group.
4. Resources and staffing from Client and Phoenix Technology Group must be committed for the duration of the project.
5. Requests for support or services beyond this SOW require written approval by Client and acceptance by the Phoenix Technology Group Project Manager (PM)
6. If the project extends beyond the timeline specified in the Project Plan or Period of Performance due to delays caused by parties other than Phoenix Technology Group and its subcontractors, additional charges may apply.



7. Engineering changes made by Client after project initiation may affect the agreed-upon project schedule and will require a project review to determine impact and schedule requirements.

### **PERIOD OF PERFORMANCE**

This SOW automatically renews monthly unless either party gives the other thirty (30) days prior written notice of its intent not to renew the agreement. With the exception of the EDR/MDR software solution which requires an annual agreement.

### **PLACE OF PERFORMANCE**

All services will be rendered at the office of Town of Fairplay or remotely .

### **SUITABILITY OF EXISTING ENVIRONMENT**

1. All Servers with Microsoft Windows Operating Systems must be running Server 2016 or later.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running within 3 major feature revisions of Windows 10 with Cumulative updates within the last 3 months applied.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported. Costs/Labor to bring equipment into compliance with Genuine, Licensed and/or Vendor support are not to be assumed by PTG unless outlined in scope of work above or added as an addendum to this scope.
4. If remote access is required to complete work and we have not had agreement in-place for remote access or managed services, client must provide suitable remote access. Suitable is VPN or Remote Access Gateway, or PTG-approved remote access software, at PTG's discretion.
5. Client will need to define a representative who will be the point of contact with PTG. This representative should have decision-making ability related to this project, including timelines and costs associated with this project.
6. Client will need to assign a contact to assist with support needs outside of normal business hours, if out of normal hours work is requested (see work requirements).
7. Regarding items 1 and 2, Existing equipment is exempt if this scope is a migration plan targeting such equipment and would be outlined in the Scope of Work section above.

### **ADVERSE CONDITIONS AND UNACCOUNTED ITEMS**

PTG likes to disclose potentially adverse conditions affecting this project.

1. Software and hardware does not always act as advertised by the manufacturer in every environment. Issues may be present and you will benefit from our experience, but

sometimes issues may require additional Technical Support. PTG does not extend technical support beyond that offered by the manufacturer or publisher. Should "Pay per Incident" support be required, client solely bears financial responsibility.

2. PTG will assist with the provisioning of services from ISP/Telecom companies when outlined in this SOW, but is in no way bears responsibility, monetary damages or otherwise, for problems associated with the ordering, provisioning, or ongoing health of services supplied by a ISP/Telecom Carrier (xLEC, ITSP, etc). PTG will in no way be penalized for inability for Telecom Carriers to process or complete orders in-whole or in-part, on time or competently, including the duration of such time. Sole responsibility is between the client and the ISP/Telecom provider.
3. Existing workstations may need memory upgrades to achieve desired performance.
4. We have not substantiated the network compatibility of any existing and planned applications and make no warranties. Some applications may require an upgrade to newer revisions to run properly.
5. Proper power and line conditioning is essential to health and reliability of the network system. It is up to the client and the building owner to be certain the environment is free of "dirty" power, electro-magnetic interference and other disruptive forces.
6. Proper ventilation and operating temperatures are essential to health and reliability of the network system. It is the responsibility of the client to make sure that at all times all hardware and other components are operated within normal operating temperatures.
7. This list of issues is not limited to the above items. These are just some of the more common concerns.
8. Time for the above listed issues has not been accounted for in our estimate. If you require any of these services, we recommend you discuss your needs with our engineer to determine the scope of our participation in these areas as the installation progresses. Our engineers can help you determine what options, if any, are available. Other unforeseen or changed circumstances might affect our original fee estimate. If that is the case, we will notify you as soon as we become aware of it.

## **PAYMENT AND TERMS**

All MSP payments are due by the first of each month and are subject to a 3% service fee if not paid by the 15<sup>th</sup> of each month.

## **AGREEMENT**

By signing this Statement of Work, the Client accepts the terms and conditions of the Master Services Agreement located at <https://ptg.tech/legal>

**ACCEPTANCE**

If the foregoing is in accordance with your understanding, please sign this letter in the space provided and return it to us.

Sincerely,

<PTG Consultant Name>  
NAME: Mike Fisher  
TITLE: Owner Manager of Sales  
Phoenix Technology Group

Approved by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Title  
\_\_\_\_\_  
Representative Name  
\_\_\_\_\_  
Signature

## Appendix A

|  <b>Phoenix</b><br>Technology Group |   | <b>Managed Services<br/>Program Pricing</b>                   |   |  |
|--|---|---|---|--|
| Support  | Basic   | Comprehensive   | Premium   |  |
| Service Level Response   | X   | X   | X   |  |
| Centralized Ticketing System   | X   | X   | X   |  |
| Managed Security Systems   | X   | X   | X   |  |
| 24x7x365 Infrastructure Monitoring   | X   | X   | X   |  |
| Unlimited Remote Support   | X   | X   | X   |  |
| Onsite Services  | MSP VIP Rate                                      | X   | X   |  |
| After Hours Support  | MSP VIP Rate                                      | MSP VIP Rate  | X   |  |
| Office 365 Mobile Support  | X   | X   | X   |  |
| VCIO   | \$1500 per month                                  | X   | X   |  |
| <b>Security</b>  |   |   |   |  |
| SOC-backed EDR*  | \$15/computer/month                               | X   | X   |  |
| 2FA (O365)   | X   | X   | X   |  |
| 2FA (Desktop)  | \$3.00/user/month                                 | \$2.00/user/month   | X   |  |
| Firewall Management (per device)   | \$400/month                                       | X   | X   |  |
| Phishing Defense   | \$5.00/user/month                                 | \$3.00/user/month   | X   |  |
| Spam Filtering   | \$4.00/user/month                                 | X   | X   |  |
| <b>Management</b>  |   |   |   |  |
| IT Assessment Scores   | X   | X   | X   |  |
| IT Budget Preparation  | \$1000/report                                     | X   | X   |  |
| Lifecycle Management Report  | \$300/report                                      | X   | X   |  |
| Technology Business Review Meeting   | Annual  | Quarterly   | Monthly   |  |
| Remote PC  | \$3.00/endpoint/month                             | X   | X   |  |
| Backups<br>(see backup pricing page for additional details)  | Server Data Backups<br>• Cloud Only<br>• 1 Server | Server Data Backups<br>• Cloud 2TB<br>• CPE NAS (if required) | Server Data Backups<br>• Cloud Unlimited<br>• CPE NAS (if required) |  |
| Backups Extra Storage  | \$60/TB/month                                     | \$30/TB/month   | Unlimited**   |  |
| O365 Backup/ G-Suite Backup  | \$5.00/user/month                                 | X   | X   |  |
| Desktop-level Document Backup  | \$5.00/user/month                                 | \$2.50/desktop/month  | X   |  |
| Critical Desktop Backup**  | \$29.00/desktop/month                             | \$24.00/desktop   | \$15.00/desktop   |  |
| Email Journaling/Archiving**   | \$3.00/mailbox                                    | X   | X   |  |
|  | <b>\$100</b>                                      | <b>\$120</b>  | <b>\$160</b>  |  |

\* Managed third-party, billed monthly. However, annual SaaS term is required.  
\*\* Backup services rendered through third party - PTG reserves the right to refuse services at PTG's discretion based upon total storage usage exceeding reasonable cost to provide.



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Janell Sciacca, Town Administrator/Clerk

**RE:** New Business Item D – Amendment to PSA with Star Playgrounds for Cohen Park

**DATE:** March 7, 2022

---

### **Background:**

The Town received a \$205,918.00 grant in 2021 from the Colorado Health Foundation and subsequently entered into an agreement with Just Be You, Inc. dba Star Playgrounds, on June 21, 2021 for updating of the playground at Cohen Park. Due to circumstances beyond both the Town and the contractor, the project was not able to be completed in 2021 and the original contract expired on December 31, 2021. The Town Attorney advised that instead of executing another full agreement, the original contract included the ability for the agreement to be extended upon written agreement of both parties. Therefore, the attached agreement extension is presented for the Board's consideration and approval.

During budget discussions for 2022, and on several other occasions, the Town discussed the installation of the Basketball Court and ultimately decided that the Town would complete this part of the project. To date, the contractor has completed all other items with the exception of the installation of 2 workout stations and the WoodCarpet Mat.

The Town Treasurer has reconciled the payments to the amount outstanding and advises that the Town has yet to pay \$60,785.50 on the project, excluding \$33,105.00 for the Basketball Court improvements.

Staff recommends the Board discuss and decide on whether or not an amount should be withheld from final payment until the Town inspects and fully accepts the contractor's work. Additionally, a requirement for the contractor to provide the Town with a Payment and Performance Bond has been added to the extension as required by Colorado law.

### **Recommendation:**

Staff recommends approval of the Amendment to Professional Services Agreement as presented, presented by motion, second and a roll call vote.

### **Attachments:**

- Amendment to Professional Services Agreement
- Exhibit A, Quotation



**EXHIBIT "A"**



**Items in Orange to be completed by Town**  
**Items in Yellow to be completed by Contractor**

# Quotation

Quote Number: Q10416D

Quote Date: Jun 18, 2021

Sales Rep: Kit Axton

kit@starplaygrounds.com

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

|  |  |                     |                      |
|--|--|---------------------|----------------------|
| <b>Project:</b>  | <b>Proposed For/Bill To:</b>   | <b>Contact Name</b> |                      |
| Town of Fairplay<br>PO Box 267<br>400 Front Street<br>Fairplay, CO 80440 | Town of Fairplay<br>PO Box 267<br>400 Front Street<br>Fairplay, CO 80440<br><b>Cust ID: Fairplay</b> | Mason Green         |                      |
|  |  | <b>Phone</b>        | <b>Email</b>         |
|  |  | 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 Structure 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<br>50% Paid |
| 1   |             | Playworld LifeTrail Station 3 - Upper-Body Cycling Exercises; Squat Exercises; Triceps Strength & Torso Stability Exercises   | \$ 9,510.00   | \$ 9,510.00<br>50% Paid |
| 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 accessed for all equipment stored.

|                    |                                      |
|--------------------|--------------------------------------|
| <b>Subtotal</b>    | <b>\$ 205,918.00</b>                 |
|                    | <del>- 33,105.00</del>               |
| <b>Sales Tax</b>   | <b>Amended \$172,813.00</b>          |
|                    | <del>Less Deposit \$102,959.00</del> |
| <b>Outstanding</b> | <b>\$60,785.50</b>                   |

Court

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





## MEMORANDUM

TO: Mayor and Board of Trustees  
FROM: Janell Sciacca, Town Administrator / Clerk  
RE: Monthly Report  
DATE: February, 2022 Monthly Report

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### ACTIVITIES, ACCOMPLISHMENTS & PROJECTS

#### PERSONNEL

- Chief Schlusen and I will be looking at Officer pay. Due to the recent changes made by the Sheriff's Department we feel it is imperative to ensure we are competitive to surrounding agencies so as to retain the quality Staff the Town employs and protect our community. This may be a discussion for a future work session with the Board.
- I would like to congratulate Town Treasurer Kim Wittbrodt for 10 years of service with the Town of Fairplay.
- I am working on a program to present to the Board for adoption as formal system for recognizing years of service with the Town. This can be one additional tool for the Town to help recruit and retain employees.

#### ADMINISTRATION / CLERK

- February saw great progress on the Town's GIS system. SGM has finished setting up the online maps and we will conduct training and start adding information to them in April.
- I met with Fire Marshal McDonald and we discussed topics of mutual concern. He advised me he will be keeping office hours in Fairplay on Fridays. He has been provide the STR checklist and ordinance for review and comment and we will be working with him to develop a sign-off process for tenant finishes, new construction and business licenses.
- Town Staff and CDOT representatives met with the School Board January 31 regarding much-needed safety improvements and plans are underway by CDOT and the Town to improve signage while the School is looking at implementing a Crossing Guard training program.
- Attended the Mountain Mama Boutique & Unwinding Therapy Center Grand Opening on February 5 which was the 1<sup>st</sup> Ribbon Cutting Ceremony conducted by the new South Park Chamber of Commerce.
- The Town's April Election was canceled and preparations are being made for the Swearing-In Ceremony and seating of the Board on April 18, 2022.
- I participated in a Roadmaps to Recovery virtual interview on February 9 with Better City USA to answer questions regarding the Colorado Rural Resiliency and Recovery program that is looking as driving economic relief, recovery, diversification, and long-term resilience for rural communities.
- I attended a virtual Colorado State Revolving Loan Fund Financing Innovation webinar February 10.
- I participated in the monthly PPACG City/Town/County Managers' Meeting on February 10 – The group discussed forming Work Groups for various elements of the federal infrastructure law and local needs such as Broadband, EVs, Transportation, and Wildfire Mitigation.
- Facilitated a network assessment in person and online for obtaining additional managed IT quote.

- In process of evaluating website options as SIPA site would be 6-8 months to realize.
- I attended a Colorado Municipal League webinar February 22 on Getting it Right – How Colorado Will Make Unprecedented Investments in Housing.
- I met with Chief Schlunsen and Officer Schlaff to discuss the process of handling Code Enforcement matters. Officer Schlaff has made verbal contact with many of the identified property owners and if having great success with voluntary compliance.
- I attended and helped out at the Fairplay Mountain Mardi Gras held on February 26 – The event was a huge success and we are already talking about how to make it bigger and better in 2023!

**DEVELOPMENT / LAND USE**

- The Habitat project Public Hearing was held on Thursday, February 24 and hopefully set the stage for and will result in focus and progress on Affordable and Workforce Housing in 2022.
- Staff will conduct its 2<sup>nd</sup> Development Review meeting on Monday, March 14. We have a full schedule with 2 lot line elimination applications; the Bluffs Zoning, Subdivision and PUD submittal initial review; Stone River lot line adjustment request; discussion regarding revisions to applications and permits to facilitate Fire reviews, and code amendment discussions.
- Conducted multiple development meetings for SUPs, land use inquiries
- The Zoning Map was sent to Park County and their GIS Department is updating it for the Town.

**CAPITAL IMPROVEMENT PROJECT UPDATES**

1. 501 MAIN
  - Updated structural drawings were received back from Architect Will and revised structural engineering plans have been received. Following a review by CDOT regarding the potential the deck would extend into Main Street right-of-way, I anticipate sending this out to bid by March 21.
2. COHEN PARK
  - PW Director Graham continues to obtain quotes for the Basketball Court and construction should resume later this year when weather allows.
  - A Grand Opening celebration will be planned and held this summer.

**UPCOMING MEETINGS AND WORK SESSION DISCUSSIONS:**

| <b><u>MEETINGS &amp; COMMUNITY EVENTS</u></b>   | <b><u>WORK SESSIONS TO BE CONDUCTED</u></b>   |
|---|---|
| <ul style="list-style-type: none"> <li>• Short-term Rental Work Session – March 14</li> <li>• South Park Chamber Mixer – Millonzi’s March 22</li> <li>• EBDAB Resurrection – April, 2022</li> </ul> | <ul style="list-style-type: none"> <li>• Affordable Housing (<i>Work Session</i>)</li> <li>• UDC Update Discussion (<i>Work Session</i>)</li> <li>• Flood Plain Risk Mapping (<i>Work Session</i>)</li> </ul> |



Police Chief Bo Schlunsen

FAIRPLAY POLICE DEPARTMENT



To: Fairplay Board of Trustees  
From: Police Chief Bo Schlunsen  
Date: March 7, 2022  
Re: March Report to the Board

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As of March 2, the Police Department has gone to 24-hour coverage as the Park County Sheriff's Department has had to cut back on their coverage to only 12 hours per day (9 am to 9 pm). I chose to go this route as our response times to in-progress calls may be dangerously long and the public knowledge of the Sheriff's Department's decision to suspend 24-hour coverage. This will be in effect for some time as the Sheriff's Department cannot get back to normal quickly due to the time it will take to hire and train new personnel. When we're on duty, we will take calls in the County to help them out. When we won't have an officer on duty, we'll be on call for in-progress calls only (includes requested back-up for Alma PD, the Sheriff's Office and CSP). We're assisting other agencies almost every day.

So far this year, we have 32 case reports, including 5 motor vehicle crashes, 5 arrests/summonses, 16 traffic citations/summonses. I see no patterns of crime occurring.

We've started work on code violations in earnest. The one that was the impetus for this, the junkyard on Witcher Lane, has been satisfactorily resolved. Another is being dealt with through court and others have been resolved quickly. More violations are being identified and worked on. Some will take quite a bit of time to resolve. We are striving to get compliance by working with the individuals involved instead of just issuing summonses.

The 2022 Tahoe has been built and is currently at the plant that makes it a police package. After that, we'll pick it up and take it to the up-fitters in Colorado Springs.

The new Body-Worn and in-car cameras will be up-fitted to our vehicles on 3-21 & 22.



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



## MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Donovan Graham, Director of Public Works

RE: Staff Report

DATE: March 7, 2022

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Update on new radios, the radios have arrived at Communication Solutions in Colorado Springs and the chargers and batteries will arrive at the end of the month at which time we will schedule training with Doug from Comm Solutions and Maria Director of 911 communications.

The potholes and blown shoulder on CR 3 have been repaired and we are still repairing potholes as opportunity arises.

Public works staff have removed several stockpiles of snow from around town and opened several gutters and ditches to ensure the snowmelt runs into them and not across the roadway causing ice in the evening. We are paying special attention to Hathaway between 5<sup>th</sup> and 6<sup>th</sup> streets.

Public works newest Employee Sean Kleinschmidt has started his training preparing for his Wastewater A license.

Being we are headed into Spring, Public works staff is preparing for road and sidewalk cleanup so as snow melts, we will be out with the skid steer and sweeping attachments cleaning as needed.

**TOWN OF FAIRPLAY, COLORADO**  
**SCHEDULE OF FEES**  
**Effective TBD Per Sec. 4-4-10**

| DEPARTMENT / ITEM           |   |  | AUTHORITY       | NOTE(S)  |  |
|-----------------------------|---|--|-----------------|--|--|
| <b>ADMINISTRATION</b>       |   |  |                 |  |  |
| Copies                      | 8 1/2 x 11 Letter                       | \$.25 / page                               |                 | C.R.S. 24-72-205   |  |
|                             | 8 1/2 x 14 Legal                        | \$.50 / page                               |                 |  |  |
|                             | 11 x 17 Ledger                          | \$1.00 / page                              |                 |  |  |
| Fax                         | Send                                    | \$1.00 / page                              |                 |  |  |
|                             | Receive                                 | \$1.00 / page                              |                 |  |  |
| Insufficient Funds          | NSF Returned Check Fee                  | \$34.00                                    | Sec. 13-1-210   |  |  |
| Manual / Plan / Code Copies | Based on Plan Type/Size                 | \$5.00-\$25.00                             |                 |  |  |
| Municipal Code              | USB Flash Drive                         | \$15.00                                    | Sec. 1-3-110    |  |  |
|                             | Hard Copy Book With Tabs                | Codifier Rate                              |                 |  |  |
| Notary Service              | Depends on Service Type                 | \$0.00 - \$5.00                            |                 | No Closing Documents   |  |
| Town Hall Mtg Room Rental*  | 1/2 Day Weekday (Up to 4 Hrs)           | \$10.00                                    |                 | Not For Profit - Waived  |  |
|                             | Full Day Weekday (Over 4 Hrs)           | \$20.00                                    |                 |  |  |
|                             | Weekend                                 | \$30.00                                    |                 |  |  |
|                             | Post Event Cleaning                     | \$100.00/hr                                |                 | 1 Hour Minimum Charge  |  |
| Special Meetings            | Fees for Accomodating Time Constraints  | Staff & Attorney Costs                     | Sec. 2-2-70(c)  | Reasonable Costs for Time  |  |
| <b>TOWN CLERK</b>           |   |  |                 |  |  |
| <b>Animal</b>               |   |  |                 |  |  |
| Dog License (Annual)        | Unaltered                               | \$10.00                                    | Sec. 7-6-160(d) | Limit of 3 Dogs / Dwelling Unit  |  |
|                             | Nuetered / Altered                      | \$5.00                                     |                 |  |  |
|                             | Replacement /Duplicate License          | \$1.00                                     |                 |  |  |
|                             | Impound Fee                             | ??   | Sec. 7-6-180(d) |  |  |
| Livestock Permit            | Fowl or Rabbit                          | \$5.00/each                                | Sec. 7-7-40     | Application Fee Non-Refundable<br>Max 12 animals/acres                         |  |
|                             | Annual Maximum Per Property             | \$25.00                                    |                 |  |  |
|                             | Horse, Cow, Sheep, Goat, Llama (25lbs+) | \$25.00                                    | Sec. 7-7-50     | 1 acre / equine or bovine; 2,000 s.f./<br>goat, sheep, etc. w/ max of 4 / acre |  |
| Business License            | Initial Application                     | \$25.00                                    | Sec. 6-1-40 (a) |  |  |
|                             | Annual Renewal                          | \$25.00                                    |                 |  |  |
|                             | Late Renewal Charge After January 31    | \$12.50 or 50% Fee                         | Sec. 6-1-40 (b) | Mandatory per code (Shall pay)   |  |
|                             | Massage Parlor License - New            | \$350.00                                   | Sec. 6-1-110(a) |  |  |
|                             | Massage Parlor License - Annual Renewal | \$150.00                                   |                 |  |  |
|                             | Sexually Oriented Business License      | \$350.00 + \$75.00 Mngr Reg                | Sec. 16-27-190  | Fees Charged Annual on Renewal   |  |
|                             | Special Event Business License          | \$10.00                                    |                 | 6-1-100(f) says no license required  |  |
|                             | Peddler/Solicitor/Transient             | \$50.00/year<br>\$20.00/5 Consecutive Days | Sec. 6-1-120(c) |  |  |
| Fireworks Permit            | Public Display Application Fee          |  | Sec. 10-9-30(a) |  |  |
| <b>Liquor Licenses*</b>     |   |  |                 |  |  |
| Application Related Fees    | New Retail                              | \$1,000.00                                 | Sec. 6-2-40     | See CDOR Liquor Enforcement<br>Fee Schedule DR8500                             |  |
|                             | Annual Renewal                          | \$100.00                                   |                 |  |  |
|                             | Late Renewal                            | \$500.00                                   |                 |  |  |
|                             | Ownership Transfer                      | \$750.00                                   |                 |  |  |
|                             | Change of Location                      | \$750.00                                   |                 |  |  |
|                             | Corporate/LLC Change                    | \$100.00/Member                            |                 |  |  |
|                             | Manager Registration                    | \$75.00                                    |                 | As applicable by license type  |  |
|                             | Background Check                        | \$50.00/member                             |                 |  |  |
|                             | Special Event                           | \$100.00                                   | Sec. 6-2-110(f) |  |  |
|                             | Tastings Permit                         |  | Sec. 6-2-9(c)   |  |  |
|                             | Temporary Permit                        |  | Sec. 6-2-60     |  |  |
|                             | Annual License Fee                      | Beer & Wine                                | \$48.75         |  | See CDOR Liquor Enforcement<br>Fee Schedule DR8500 |
|                             |   | Brew Pub                                   | \$75.00         |  |  |

|                         |         |
|-------------------------|---------|
| Club                    | \$41.25 |
| Distillery Pub          | \$75.00 |
| Fermented Malt Beverage | \$3.75  |
| Hotel & Restaurant      | \$75.00 |
| Retail Liquor Store     | \$22.50 |
| Tavern                  | \$75.00 |
| Vinter's License        | \$75.00 |

Lodging Tax Per Night Per Occupied Room \$2.00 Sec. 6-3-30 Voter Approved April 1, 2008

**Noise Permit** Application Fee Sec. 10-10-70(a)

**Records Requests** Research & Retrieval Fee 33.58/hour C.R.S. 24-72-205(6)(b) 1st Hour is Free  
 Paper Copies See Administration Bulk Rate for Large Requests  
 Electronic Copies/Transmittal \$0.00  
 Audio \$15.00  
 Video \$25.00

**COURT**

|                   |                                |                        |              |
|-------------------|--------------------------------|------------------------|--------------|
| <b>Court Fees</b> | Court Costs                    | \$31.00                | Sec. 2-4-110 |
|                   | Default Judgement Fee          | \$30.00                |              |
|                   | Failure to Appear Fee          | \$30.00                |              |
|                   | Training & Equipment Surcharge | \$15.00                | Sec. 2-4-90  |
|                   | Transcript - CD Only           | \$15.00                |              |
|                   | Warrant Fee                    | \$50.00                |              |
|                   | Witness Fees                   | Same as District Court | Sec. 6-3-140 |
|                   | Copies                         | See Administration     |              |

**CEMETERY**

|                    |                                |               |
|--------------------|--------------------------------|---------------|
| <b>Burial Fees</b> | Casket Opening / Closing       | \$300.00      |
|                    | Cremains Opening / Closing     | \$150.00      |
|                    | Weekend/Holiday Service Charge | \$225.00      |
|                    | Monument Deposit (Refundable)  | \$300.00/each |
|                    | Cremation Hole                 | \$50.00       |
|                    | Casket Disinterment            | \$100.00      |
|                    | Cremains Disinterment          | \$50.00       |

**PARKS / RECREATION / EVENTS**

|                                  |   |  |                    |   |
|----------------------------------|---|--|--------------------|---|
| <b>Permits &amp; Licenses</b>    | Commerical Fly Fishing Permit   | No Application Fee / 5% of Gro                       | Sec. 6-4-20        | Proof of insurance required   |
|                                  | <i>Sec. 11-4-20 states all fishing must be conducted from shore, dock or wading; boating prohibited, but flotation devices can be permitted for fee per 11-4-30, no swimming.</i> |  |                    |   |
|                                  | Gold Panning Permit   | \$10.00/daily<br>\$40.00/weekly<br>\$100.00/annually | Sec. 11-3-20 to 60 | Use of Hand Tools Only & Gravity Flow Sluice. Electrical or Hand-Pump Sluice Devices PROHIBITED w/ limit of 1 Gallon Material Removal |
|                                  | Violation Penalty   | \$100.00 + Restitution                               |                    |   |
|                                  | Street Closure / Parade Permit  | \$10.00/half day                                     | Sec. 16-1-100(a)   |   |
|                                  | Beach Camping Permit  | \$10.00/day (4 Day Limit)                            | Sec. 11-4-60       | See Beach & Reservoir Regulations   |
|                                  | Special Event Permit  | Event Organizer Fee                                  | Sec. 16-1-100(a)   | For Vendor Without Bus License  |
| <b>Park Pavilion Rental Fees</b> | Cohen Park W/ Electricity   | \$10.00/day  | Sec. 11-5-20       | Deposit May be Required Based   |
|                                  | Beach W/Out Electricity   | \$10.00/day  |                    | ons size of group   |
|                                  | Cemetery W/Out Electricity  | \$10.00/day  |                    |   |
|                                  | Post Event Cleaning   | \$100.00/hr  |                    | 1 Hour Minimum Charge   |

**BUILDING DEPARTMENT**

|                           |                        |                             |                  |                      |
|---------------------------|------------------------|-----------------------------|------------------|----------------------|
| <b>Permits &amp; Fees</b> |                        |                             | Sec. 16-2-30 and |                      |
|                           | <b>Building Permit</b> | Commercial                  | \$.75/s.f.*      | Sec. 18-1-30 (109.2) |
|                           |                        | Residential                 | \$1.00/s.f.*     |                      |
|                           |                        | Garage / Shed Over 120 s.f. | \$.50/s.f.*      |                      |
| Non-structural Remodel    |                        | \$165.00                    |                  |                      |
| <b>Other Permits</b>      | Building Move and Set  | 75% of Bldg Permit Fee*     |                  |                      |
|                           | Deck                   | \$110.00                    |                  |                      |
|                           | Demolition             | \$165.00                    |                  |                      |
|                           | Driveway               | \$55.00                     |                  |                      |
|                           | Excavation             | \$110.00                    |                  |                      |
|                           | Fence                  | \$44.00                     |                  |                      |
|                           | Mechanical             | \$55.00                     |                  |                      |



|                       |                                    |  |                      |  |
|-----------------------|------------------------------------|--|----------------------|--|
|                       | Residing                           | \$110.00                                   |                      |  |
|                       | Reroofing                          | \$110.00                                   |                      |  |
|                       | Site Review                        | \$0.00                                     |                      |  |
|                       | Sign                               | \$55.00                                    | Sec. 16-25-50        |  |
| <b>Fees and Bonds</b> | Condominiumization Inspection Fee  |  | Sec. 16-23-40(B)     |  |
|                       | Reinspection                       |  | Sec. 18-1-30 (110.7) |  |
|                       | Performance / Security             | \$1,000.00 / Unpaved<br>\$2,000.00 / Paved |                      | <i>Refundable After 1 Year Upon Approval by Inspector</i>            |
| <b>Surcharge</b>      | Applicable to All Building Permits | 10%  |                      | <i>Surcharge may be higher at Town's discretion based on project</i> |

**PLANNING & DEVELOPMENT\***

|   |  |  |                               |   |
|---|--|--|-------------------------------|---|
| <b>Land Use</b>                         | Annexation                               | \$300.00   | Sec. 16-2-40                  |   |
|   | Appeal (Administrative or BOA)           | \$100.00   | Sec. 16-23-20; Sec. 16-22-100 |   |
|   | Rezoning                                 | Residential \$150.00<br>Commercial \$250.00<br>PUD \$300.00          |                               |   |
|   | Minor PUD Amendment                      |  |                               |   |
|   | Major PUD Amendment                      |  |                               |   |
|   | Minor Site Plan Review                   |  |                               |   |
|   | Major Site Plan Review                   |  |                               |   |
|   | Special Use Permit                       | \$150.00   | Sec. 16-6-30(A)               |   |
|   | Administrative Adjustment                |  |                               |   |
|   | Variance                                 | \$100.00   |                               |   |
| <b>Subdivisions</b>                     |  |  |                               |   |
| <b>Application Fees - New</b>           | Major Residential/PUD                    | \$500.00 + \$25.00/lot   | Sec. 16-13-20(A)              | <i>\$1,000 Deposit Required*</i>          |
|   | Minor Residential/PUD                    | \$300.00 + \$25.00/lot   | Sec. 16-13-20(A)              | <i>\$1,000 Deposit Required*</i>          |
|   | Major Subdivision - Non-residential/PUD  | \$750.00 + \$25.00/lot   | Sec. 16-14-10(B)              | <i>\$1,000 Deposit Required*</i>          |
|   | Minor Subdivision - Non-residential/PUD  | \$500.00 + \$25.00/lot   | Sec. 16-15-20(B)              | <i>\$1,000 Deposit Required*</i>          |
| <b>Application Fees - Resubdivision</b> | Major Residential/PUD                    | \$25.00/lot  |                               |   |
|   | Minor Residential/PUD                    | \$25.00/lot  |                               |   |
|   | Major Subdivision - Non-residential/PUD  | \$5.00/1,000 s.f. non-residential lot area + \$25.00/residential lot |                               |   |
|   | Minor Subdivision - Non-residential/PUD  | \$5.00/1,000 s.f. non-residential lot area + \$15.00/residential lot |                               |   |
| <b>Other Application Fees</b>           | Lot Line Adjustment                      | \$50.00  |                               |   |
|   | Lot Line Elimination                     | \$50.00  |                               |   |
|   | Subdivision/Development Improvement Agmt | \$100.00   |                               |   |
| <b>Professional Fees*</b>               | Deposit                                  | \$1,000.00   |                               | <i>Required to cover reasonable costs</i> |
|   | Planning Fees                            | Per PSA Approved by Board  |                               |   |
|   | Engineering                              | Per PSA Approved by Board  |                               |   |
|   | Other                                    | Per PSA Approved by Board  |                               |   |
| <b>Other</b>                            | Certificate of Appropriateness           | \$0.00   | Sec. 16-8-100                 |   |
|   | Encroachment License                     | \$150.00   |                               |   |
|   | Exemption Plat                           | \$50.00  | Sec. 16-20-50                 |   |
|   | Flammable Materials                      | \$100.00   |                               |   |
|   | Home Occupation                          | \$50.00  |                               |   |
|   | Land Dedication Fee                      | Land or Cash   | Sec. 16-18-20                 |   |
|   | Parks/Open Space Fee - SFR               | \$500.00/per unit  | Sec. 16-18-20                 |   |
|   | Parks/Open Space Fee - SFR               | \$350.00/per unit  | Sec. 16-18-20                 |   |
|   | Parking Plan                             | \$50.00  |                               |   |
|   | Public Facilities Fees - Nonresidential  | 8% of Current Market Land  | Sec. 16-18-20                 |   |
|   | Public Notice & Hearing Related Fees     | Actual Costs   | Sec. 16-2-40(D)               |   |
|   | Recording Costs                          | As Applicable  |                               |   |

**POLICE**

|                           |                                    |                         |              |  |
|---------------------------|------------------------------------|-------------------------|--------------|--|
| <b>Fees &amp; Charges</b> | VIN Inspection                     | \$10.00                 | Sec. 2-5-20  |  |
|                           | VIN Certification                  | \$20.00                 |              |  |
|                           | Records Copies                     | \$2.00/page             |              |  |
|                           | Records Search                     | \$25.00                 |              |  |
|                           | PBTs                               | \$10.00                 |              |  |
|                           | Civil Standby/Document Service Fee | \$25.00/hour            |              |  |
|                           | Towing/Impound Fees                | ??                      |              |  |
|                           | Burn Permit                        | Issued by Fire District | Sec. 7-2-130 |  |



| <b>PUBLIC WORKS</b>                |   |                                       |                  |   |
|------------------------------------|---|---------------------------------------|------------------|---|
| <b>Permits</b>                     | Street Access / Cut Permit                  | \$550.00                              | Sec. 11-1-20     | <i>Performance Bond/Security Required</i>     |
| <b>WATER</b>                       |   |                                       |                  |   |
| <b>Bulk Water</b>                  | In Town Resident                            | \$5.70/1,000 gallons                  | Sec. 2-7-40      |   |
|                                    | Out of Town Resident                        | \$11.40/1,000 gallons                 |                  |   |
| <b>Construction Water</b>          | Application                                 |                                       |                  |   |
|                                    | Meter Deposit                               |                                       |                  |   |
|                                    | Rate  |                                       |                  |   |
| <b>Plant Investment Fee</b>        | 1.0 SFE Tap                                 | \$7,500.00                            | Sec. 13-1-60     |   |
|                                    | 1.8 SFE Tap                                 | \$13,500.00                           |                  |   |
|                                    | 4.0 SFE Tap                                 | \$30,000.00                           |                  |   |
|                                    | 7.0 SFE Tap                                 | \$52,500.00                           |                  |   |
|                                    | 16.0 SFE Tap                                | \$120,000.00                          |                  |   |
|                                    | 28.0 SFE Tap                                | \$210,000.00                          |                  |   |
|                                    | <b>Outside User Fees</b>                    | <b>Double</b>                         |                  |   |
|                                    | Fire Protection Only Tap                    | 25% of PIF + Tapping Charge           | Sec. 13-1-80     |   |
| <b>Water Service / Usage Fees</b>  | 3/4" Tap / 1.0 SFE                          | \$34.00 + \$5.70 / 1,000 Gal          | Sec. 13-1-60     |   |
|                                    | 1" Tap / 1.8 SFE                            | \$61.20 + \$5.70 / 1,000 Gal          | Sec. 13-1-10     |   |
|                                    | 1 1/2" Tap / 4.0 SFE                        | \$136.00 + \$5.70 / 1,000 Gal         |                  |   |
|                                    | 2" Tap / 7.0 SFE                            | \$238.00 + \$5.70 / 1,000 Gal         |                  |   |
|                                    | 3" Tap / 16.0 SFE                           | \$544.00 + \$5.70 / 1,000 Gal         |                  |   |
|                                    | 4" Tap / 28.0 SFE                           | \$952.00 + \$5.70 / 1,000 Gal         |                  |   |
|                                    | Outside User Fees                           | Double                                |                  |   |
| <b>Other Fees</b>                  | Accessory Dwelling Unit                     | <i>1/4 or 1/2 Tap Fee??</i>           | Sec. 16-7-10 (I) | <i>Water Service Expansion/Connection Fee</i> |
|                                    | Backflow Testing (31 Days Past Due)         | \$150.00                              | Sec. 13-2-20(e)  |   |
|                                    | Backflow Testing (61+ Days Past Due)        | \$500.00                              |                  |   |
|                                    | Delinquent Account Fee                      | \$5.00/month + 1% Interest on Balance |                  |   |
|                                    | Failure to Provide Meter Access             | \$20.00/incident                      |                  |   |
|                                    | Failure to Pay/Code Violation               | \$150.00                              |                  |   |
|                                    | Lien Charge                                 | \$100.00 + Recording/Other            | Sec. 13-1-240(a) |   |
|                                    | NSF Returned Check Fee                      | \$31.00                               | Sec. 13-1-210    |   |
|                                    | Unauthorized Water Turn On                  | \$150.00                              |                  |   |
|                                    | Water Shut Off / Turn On                    | \$25.00 / ea                          | Sec. 16-1-210    |   |
|                                    | Water Shut Off / Turn On - After Hours      | \$50.00 / ea                          |                  |   |
|                                    | Water Supply Protection District Permit     | Testing, Engineering, Inspect         | Sec. 13-3-70(a)  |   |
| <b>WASTEWATER</b>                  |   |                                       |                  |   |
| <b>System Investment Fee (SIF)</b> | 1 - EQR (Equivalent Residential Unit)       | \$8,351.00                            | Sec. 2-7-40      |   |
|                                    | <b>1 - EQR (Outside User)</b>               | <b>Double</b>                         |                  |   |
| <b>Wastewater Service Fee</b>      | 1 - EQR User Fee                            | \$60.00                               |                  |   |
|                                    | <b>1 - EQR (Outside User)</b>               | <b>Double</b>                         |                  |   |
| <b>Other Fees</b>                  | Accessory Dwelling Unit                     | <i>1/4 of Primary Bldg Tap Fee</i>    |                  | <i>Sec. 16-7-10 (I)</i>                       |
|                                    | Delinquent Account Fee                      | \$5.00/month + 1% Interest on Balance |                  |   |
|                                    | Disconnect / Reconnect Fee                  | \$1,000.00 / ea                       |                  |   |
|                                    | Failure to Install Grease Trap/Interceptor  | Per Section 1.9(K) of Rules           |                  |   |
|                                    | Failure to Maintian Grease Trap/Interceptor | 50% of monthly use fee                |                  |   |
|                                    | Improper Discharge of Sewage                | \$500.00 or Actual Cost of Damages    |                  |   |
|                                    | Inclusion Application                       | \$200.00 + Attorney Fees              |                  |   |
|                                    | Lien Charge                                 | \$100.00 + Recording/Other Fees       |                  |   |
|                                    | Line Extension Inspection Fee               | \$3.00/l.f. of Sewer Main             |                  |   |
|                                    | Line Extension Plan Review Fee              | Costs of Engineering Review           |                  |   |
|                                    | Post Construction Bond                      | \$500.00                              |                  |   |
|                                    | Reinspection Fee                            | \$75.00                               |                  |   |