

**AGENDA for a Regular Meeting  
of the Board of Trustees of the Town of Fairplay, Colorado  
Monday, April 4, 2022, at 6:00 p.m. at the Fairplay Town Hall Board Room  
901 Main Street, Fairplay, Colorado**

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **APPROVAL OF AGENDA**
- V. **CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. A member of the public or a Board Member may ask that an item be removed from the Consent Agenda for individual consideration.)*
  - A. **APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of **\$45,451.83**.
- VI. **CITIZEN COMMENTS**
- VII. **UNFINISHED BUSINESS**
- VIII. **NEW BUSINESS**
  - A. Should the Board approve the adoption of Resolution No. 12, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND BRIAN BECK FOR THE 450 HWY 285 RE-ROOF PROJECT.”?**
  - B. Should the Board Approve the adoption of Resolution No. 13, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HARDESTY ENGINEERING & MAPPING, LLC FOR PHASE II ENGINEERING SERVICES FOR THE BEAVER CREEK WATER TREATMENT PLANT PROJECT.”?**
  - C. Should the Board Approve the adoption of Resolution No. 14, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A LEASE AGREEMENT WITH THE SOUTH PARK FOOD BANK FOR USAGE OF A PORTION OF 501 MAIN STREET.”?**
  - D. Should the Board Approve the adoption of Ordinance No. 5, Series of 2022, entitled, **“AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING ARTICLE IV OF THE FAIRPLAY MUNICIPAL CODE RELATED TO COMMERCIAL FISHING OPERATORS.”?**
  - E. Should the Board Approve the adoption of Ordinance No. 6, Series of 2022, entitled, **“AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 18 – BUILDING REGULATIONS OF THE FAIRPLAY MUNICIPAL CODE RELATED TO MOVING AND SETTING STRUCTURES WITHIN TOWN BOUNDARIES.”?**
- IX. **OTHER BUSINESS**
- X. **BOARD OF TRUSTEE AND STAFF REPORTS**
- XI. **WORK SESSION** – Preliminary discussion regarding Workforce/Attainable Housing in Fairplay.
- XII. **ADJOURNMENT**

**Upcoming Meetings/Important Dates**

South Park Chamber People’s Choice Awards Ceremony at Legion	April 7, 2022 @ 5 PM
Fairplay Easter Egg Hunt at South Park City Museum	April 17, 2022
<i>Fairplay Board of Trustees Regular Meeting</i>	<i>April 18, 2022 @ 6 PM</i>
<i>Fairplay Board of Trustees Regular Meeting</i>	<i>May 2, 2022 @ 6 PM</i>
Fairplay Town Clean Up	June 3, 4 & 5, 2022

*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, April 1, 2022.*

**THIS AGENDA MAY BE AMENDED**



## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Kim Wittbrodt, Treasurer  
**RE:** Paid Bills/Financial Statement  
**DATE:** March 31, 2022

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Agenda Item: Bills

Attached is the list of invoices paid from March 19 through March 31, 2022.

Total Expenditures: \$45,451.83

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

Please contact me with any questions.

Attached are financial statements for all funds through 2/28/2022.

## Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
03/23/2022	17962	Business Solutions Group,	envelopes	1	03/11/2022	100.30	105030
Total 292:						100.30	
03/29/2022	17982	USABlueBook	supplies	1	03/22/2022	312.26	517475
Total 2176:						312.26	
03/29/2022	17983	Verizon Wireless	jet pack	1	03/29/2022	40.01	105130
03/29/2022	17983		cell Phone - public works	2	03/29/2022	40.70	105645
03/29/2022	17983		Phones and air cards	3	03/29/2022	282.78	105455
Total 2212:						363.49	
03/29/2022	17984	Xcel Energy	945 quarry road	1	03/16/2022	18.31	517490
Total 2296:						18.31	
03/29/2022	17979	American Legion Post #17	easter candy donation	1	03/23/2022	100.00	105170
Total 2526:						100.00	
03/23/2022	17964	Comm-One Inc.	phone system maintenanc	1	03/15/2022	150.00	105065
Total 2642:						150.00	
03/23/2022	17973	Wittbrodt, Kim	cell phone reimb	1	03/23/2022	50.00	105065
Total 2655:						50.00	
03/23/2022	17970	Shamrock Security Service	security system 901 main	1	03/11/2022	120.00	105023
Total 2752:						120.00	
03/23/2022	17960	Bullock, Julie	cups for events	1	03/11/2022	65.94	105150
03/23/2022	17960		mileage to burro meeting	1	03/21/2022	45.52	105162
03/23/2022	17960		cell phone reimburse	1	03/23/2022	25.00	105645
03/23/2022	17960		cell phone reimburse	2	03/23/2022	25.00	517226
Total 2812:						161.46	
03/23/2022	17961	Bullock, Scott	mardi gras logo	1	03/23/2022	175.00	105166
Total 2825:						175.00	
03/23/2022	17963	Colorado Analytical Lab	waste water testing	1	03/11/2022	403.00	517665
Total 2864:						403.00	
03/29/2022	17981	SGM	mustang ridge	1	03/28/2022	125.25	105105
03/29/2022	17981		town gis	1	03/28/2022	1,537.00	105105
03/29/2022	17981		engineering	1	03/24/2022	117.00	105105
03/29/2022	17981		the bluffs	1	03/24/2022	78.00	105105

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3272:						1,857.25	
03/23/2022	17965	Ernst, Sarah	cell phone reimburse	1	03/23/2022	50.00	105065
Total 3313:						50.00	
03/23/2022	17971	Tandem Design Lab	social media	1	03/20/2022	635.00	105130
Total 3384:						635.00	
03/23/2022	17968	Ryders Public Safety LLC	uniforms	1	02/18/2022	39.95	105410
03/23/2022	17968		vest	1	03/01/2022	957.06	105410
03/23/2022	17968		uniforms	1	03/11/2022	59.90	105410
Total 3431:						1,056.91	
03/23/2022	17959	Bannister, Chris	cell phone reimburse	1	03/23/2022	25.00	517226
03/23/2022	17959		cell phone reimburse	2	03/23/2022	25.00	105645
Total 3464:						50.00	
03/23/2022	17972	Wagner, Alex	cell phone reimburse	1	03/23/2022	25.00	517226
03/23/2022	17972		cell phone reimburse	2	03/23/2022	25.00	105645
Total 3506:						50.00	
03/23/2022	17966	Graham, Donovan	cell phone reimburse	1	03/23/2022	25.00	105645
03/23/2022	17966		cell phone reimburse	2	03/23/2022	25.00	517226
Total 3519:						50.00	
03/29/2022	17980	Kenosha Pest Specialist	pest control	1	03/23/2022	30.00	517260
03/29/2022	17980		pest control	1	03/23/2022	30.00	105025
Total 3564:						60.00	
03/23/2022	17969	Sciacca, Janell	cell phone reimburse	1	03/23/2022	50.00	105065
Total 3583:						50.00	
03/23/2022	17967	Kleinschmidt, Sean	cell phone reimburse	1	03/23/2022	25.00	517226
03/23/2022	17967		cell phone reimburse	2	03/23/2022	25.00	105645
Total 3590:						50.00	
03/24/2022	17977	Daniels Long Chevrolet	2022 chevy tahoe	1	03/24/2022	39,317.85	325810
Total 3605:						39,317.85	
03/28/2022	17978	Digital Tires	waste tires	1	03/28/2022	271.00	105135
Total 3606:						271.00	
Grand Totals:						45,451.83	

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-40-05 AD VALOREM TAX	237.31	237.31	234,399.00	234,161.69	.1
10-40-10 SPEC. OWNERSHIP TAX	2,119.97	2,119.97	25,000.00	22,880.03	8.5
10-40-30 INTEREST ON PROPERTY TAX	.00	.00	500.00	500.00	.0
10-40-55 50% SHAREBACK OF R&B LEVY	76.33	76.33	7,000.00	6,923.67	1.1
10-40-60 MOTOR VEHICLE REGISTRATION	284.37	284.37	4,000.00	3,715.63	7.1
10-40-70 SALES TAX	128,602.59	240,340.05	1,507,693.00	1,267,352.95	15.9
10-40-75 SALES TAX - STREETS	42,867.52	80,112.65	502,565.00	422,452.35	15.9
10-40-80 HIGHWAY USER'S TAX	2,870.66	2,870.66	36,000.00	33,129.34	8.0
10-40-85 SEVERANCE TAX	.00	.00	500.00	500.00	.0
10-40-86 MINERAL LEASE REVENUE	.00	.00	500.00	500.00	.0
10-40-90 CIGARETTE TAX	560.19	1,011.24	3,000.00	1,988.76	33.7
10-40-96 LODGING TAX	3,774.00	3,774.00	60,000.00	56,226.00	6.3
<b>TOTAL TAXES</b>	<b>181,392.94</b>	<b>330,826.58</b>	<b>2,381,157.00</b>	<b>2,050,330.42</b>	<b>13.9</b>
<u>LICENSES</u>					
10-41-10 LIQUOR LICENSES	175.00	350.00	3,000.00	2,650.00	11.7
10-41-30 DOG LICENSES	.00	25.00	150.00	125.00	16.7
10-41-32 LIVESTOCK PERMIT	.00	.00	25.00	25.00	.0
10-41-34 COMMERCIAL FLY FISHING PERMIT	.00	.00	450.00	450.00	.0
10-41-40 BUILDING PERMITS	.00	.00	5,000.00	5,000.00	.0
10-41-41 SURCHARGE: STREETS	2.50	7.50	369.00	361.50	2.0
10-41-42 SURCHARGE: PARKS & REC	2.50	7.50	369.00	361.50	2.0
10-41-50 FRANCHISE TAX	.00	.00	58,000.00	58,000.00	.0
10-41-60 GOLD PANNING PERMITS/DONATION	20.00	30.00	10,000.00	9,970.00	.3
10-41-70 BUSINESS LICENSES	400.00	5,625.00	7,500.00	1,875.00	75.0
10-41-80 SIGN PERMITS	50.00	150.00	300.00	150.00	50.0
10-41-90 EXCAVATION PERMIT	.00	.00	100.00	100.00	.0
10-41-96 FENCE PERMIT	.00	.00	320.00	320.00	.0
10-41-97 SPECIAL EVENTS PERMIT	.00	.00	1,000.00	1,000.00	.0
10-41-98 RESIDE/REROOF PERMIT	.00	.00	2,000.00	2,000.00	.0
<b>TOTAL LICENSES</b>	<b>650.00</b>	<b>6,195.00</b>	<b>88,583.00</b>	<b>82,388.00</b>	<b>7.0</b>
<u>FEE INCOME</u>					
10-42-75 PLANNING & DEVELOPMENT FEES	1,125.00	1,125.00	20,000.00	18,875.00	5.6
10-42-90 COPIES & FAXES	.00	.00	200.00	200.00	.0
<b>TOTAL FEE INCOME</b>	<b>1,125.00</b>	<b>1,125.00</b>	<b>20,200.00</b>	<b>19,075.00</b>	<b>5.6</b>

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LAW ENFORCEMENT</u>					
10-45-05 TRAFFIC FINES	345.00	485.00	12,000.00	11,515.00	4.0
10-45-10 SURCHARGE: POLICE TRAINING	60.00	90.00	1,500.00	1,410.00	6.0
10-45-15 COURT COSTS	.00	.00	620.00	620.00	.0
10-45-20 DEFAULT FEES	.00	.00	150.00	150.00	.0
10-45-30 OTHER FINES	.00	.00	500.00	500.00	.0
10-45-80 VIN INSPECTIONS	140.00	349.00	400.00	51.00	87.3
10-45-90 MISCELLANEOUS	30.00	330.00	1,000.00	670.00	33.0
<b>TOTAL LAW ENFORCEMENT</b>	<b>575.00</b>	<b>1,254.00</b>	<b>16,170.00</b>	<b>14,916.00</b>	<b>7.8</b>
<u>INTEREST INCOME</u>					
10-46-05 INTEREST ON COLOTRUST	53.76	99.14	150.00	50.86	66.1
10-46-30 INTEREST ON CHECKING	21.88	39.59	400.00	360.41	9.9
<b>TOTAL INTEREST INCOME</b>	<b>75.64</b>	<b>138.73</b>	<b>550.00</b>	<b>411.27</b>	<b>25.2</b>
<u>MISCELLANEOUS INCOME</u>					
10-47-00 MISCELLANEOUS INCOME	8,300.00	8,300.00	103,906.00	95,606.00	8.0
10-47-10 CEMETERY	.00	57.50	300.00	242.50	19.2
10-47-39 FOURTH OF JULY	.00	.00	10,000.00	10,000.00	.0
10-47-49 STREET LIGHTING	876.24	1,797.65	10,800.00	9,002.35	16.6
10-47-50 SUMMER CONCERT SERIES	5,000.00	5,000.00	22,500.00	17,500.00	22.2
10-47-52 REAL COLORADO CHRISTMAS	.00	.00	500.00	500.00	.0
10-47-56 BURRO DAYS	640.00	2,080.00	50,000.00	47,920.00	4.2
10-47-59 BURRO DAYS RETAIL SALES	.00	5.00	9,000.00	8,995.00	.1
10-47-62 501 MAIN - RENT & UTILITY	.00	.00	1,500.00	1,500.00	.0
10-47-65 MARDI GRAS	2,920.00	3,660.00	10,000.00	6,340.00	36.6
10-47-81 GRANT-COHEN PARK	.00	92,739.00	.00	( 92,739.00)	.0
10-47-82 CAMPING PERMITS/FACILITY USE	.00	.00	600.00	600.00	.0
10-47-83 GRANT - FEDERAL	.00	98,906.13	.00	( 98,906.13)	.0
10-47-90 MISCELLANEOUS REVENUE-EVENTS	.00	.00	3,000.00	3,000.00	.0
10-47-91 TOWN HALL - 901 MAIN	.00	.00	12,397.00	12,397.00	.0
<b>TOTAL MISCELLANEOUS INCOME</b>	<b>17,736.24</b>	<b>212,545.28</b>	<b>234,503.00</b>	<b>21,957.72</b>	<b>90.6</b>
<b>TOTAL FUND REVENUE</b>	<b>201,554.82</b>	<b>552,084.59</b>	<b>2,741,163.00</b>	<b>2,189,078.41</b>	<b>20.1</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-50-02 401(A) EMPLOYER MATCH	278.29	477.41	4,271.00	3,793.59	11.2
10-50-05 SALARIES -ADMIN./CLERK/TREASUR	9,275.92	15,913.15	132,021.00	116,107.85	12.1
10-50-11 SS/MEDICARE EXPENSE	750.68	1,293.76	10,237.00	8,943.24	12.6
10-50-12 UNEMPLOYMENT EXPENSE	29.40	50.68	268.00	217.32	18.9
10-50-13 EMPLOYEE HEALTH INSURANCE	2,896.35	5,792.69	34,125.00	28,332.31	17.0
10-50-14 WORKER'S COMPENSATION	.00	667.00	693.00	26.00	96.3
10-50-15 EDUCATION	.00	.00	6,000.00	6,000.00	.0
10-50-16 ADMIN VEHICLE	461.56	807.73	6,000.00	5,192.27	13.5
10-50-23 TOWN HALL EXPENSE - UTILITIES	591.74	997.73	6,000.00	5,002.27	16.6
10-50-25 TOWN HALL EXP - REPAIR & MAINT	164.97	164.97	15,000.00	14,835.03	1.1
10-50-27 TOWN HALL EXPENSE - SUPPLIES	110.76	175.03	1,500.00	1,324.97	11.7
10-50-30 OFFICE SUPPLIES	344.89	356.89	4,000.00	3,643.11	8.9
10-50-32 EQUIPMENT RENTAL	424.31	424.31	5,000.00	4,575.69	8.5
10-50-35 POSTAGE EXPENSE	121.08	121.08	750.00	628.92	16.1
10-50-40 BANK/CREDIT CARD FEES	312.02	353.58	480.00	126.42	73.7
10-50-50 ELECTION EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-50-55 BOARD OF TRUSTEE SALARY	75.00	75.00	1,800.00	1,725.00	4.2
10-50-57 TOWN ATTY LEGAL SERVICES	3,242.88	3,242.88	20,000.00	16,757.12	16.2
10-50-60 COMPUTER/SOFTWARE/SUPPORT	439.50	1,329.00	7,000.00	5,671.00	19.0
10-50-65 TELEPHONE/INTERNET	801.97	1,051.22	14,000.00	12,948.78	7.5
10-50-70 MISCELLANEOUS EXPENSE	568.56	632.06	6,000.00	5,367.94	10.5
10-50-75 CODIFICATION	.00	650.00	3,000.00	2,350.00	21.7
10-50-76 ESTIP AGREEMENT	.00	.00	4,000.00	4,000.00	.0
<b>TOTAL ADMINISTRATION</b>	<b>20,889.88</b>	<b>34,576.17</b>	<b>284,145.00</b>	<b>249,568.83</b>	<b>12.2</b>
<u>COMMUNITY DEVELOPMENT</u>					
10-51-05 PROFESSIONAL FEES	3,325.25	3,637.25	40,000.00	36,362.75	9.1
10-51-10 EDUCATION/BENEVOLENCE (BOT)	327.44	327.44	7,500.00	7,172.56	4.4
10-51-20 VISITOR CENTER	17.50	245.50	3,000.00	2,754.50	8.2
10-51-30 ADVERTISING AND MARKETING	644.41	843.68	15,000.00	14,156.32	5.6
10-51-34 TOWN BEAUTIFICATION	19.98	4,154.68	10,000.00	5,845.32	41.6
10-51-35 TOWN CLEAN UP	.00	.00	9,000.00	9,000.00	.0
10-51-40 DUES AND MEMBERSHIPS	290.00	886.00	500.00	( 386.00)	177.2
10-51-50 TGIFAIRPLAY EXPENSE	24.92	24.92	22,500.00	22,475.08	.1
10-51-62 BURRO DAYS	95.50	95.50	43,000.00	42,904.50	.2
10-51-66 MARDI GRAS	2,664.06	2,664.06	10,000.00	7,335.94	26.6
10-51-70 MISCELLANEOUS EVENTS	.00	.00	5,500.00	5,500.00	.0
10-51-71 FIREWORKS/4TH OF JULY	.00	.00	18,000.00	18,000.00	.0
10-51-74 REAL COLORADO CHRISTMAS	.00	.00	2,000.00	2,000.00	.0
10-51-75 DONATIONS	.00	.00	2,000.00	2,000.00	.0
10-51-80 FAIRPLAY FORWARD	.00	.00	10,000.00	10,000.00	.0
10-51-85 PROPERTY IMPROVEMENT INCENTIV	.00	.00	20,000.00	20,000.00	.0
10-51-86 850 HATHAWAY-BUS BARN	3,299.63	3,299.63	12,000.00	8,700.37	27.5
10-51-95 501 MAIN STREET	2,930.36	2,930.36	16,000.00	13,069.64	18.3
10-51-96 501 MAIN STREET REMODEL	516.00	516.00	200,000.00	199,484.00	.3
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>14,155.05</b>	<b>19,625.02</b>	<b>446,000.00</b>	<b>426,374.98</b>	<b>4.4</b>

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL SYSTEM</u>					
10-53-02 401(A) EMPLOYER MATCH	9.94	17.08	139.00	121.92	12.3
10-53-05 MUNICIPAL JUDGE SALARY	668.08	1,164.27	8,685.00	7,520.73	13.4
10-53-10 COURT CLERK	331.37	569.80	4,308.00	3,738.20	13.2
10-53-11 SS/MEDICARE EXPENSE	76.44	132.63	994.00	861.37	13.3
10-53-12 UNEMPLOYMENT EXPENSE	3.00	5.20	26.00	20.80	20.0
10-53-13 EMPLOYEE HEALTH INSURANCE	88.88	177.76	1,052.00	874.24	16.9
10-53-14 WORKER'S COMPENSATION	.00	37.00	37.00	.00	100.0
10-53-20 COURT ATTORNEY	.00	.00	500.00	500.00	.0
10-53-30 EDUCATION	.00	.00	500.00	500.00	.0
10-53-40 OPERATING EXPENSE	.00	.00	400.00	400.00	.0
10-53-50 DUES AND MEMBERSHIPS	.00	.00	136.00	136.00	.0
<b>TOTAL JUDICIAL SYSTEM</b>	<b>1,177.71</b>	<b>2,103.74</b>	<b>16,777.00</b>	<b>14,673.26</b>	<b>12.5</b>
<u>PUBLIC SAFETY</u>					
10-54-01 POLICE SALARIES	17,362.54	30,993.44	282,713.00	251,719.56	11.0
10-54-04 PART TIME OFFICERS	860.25	1,335.25	14,950.00	13,614.75	8.9
10-54-05 PENSION CONTRIBUTION	2,152.79	3,915.65	34,491.00	30,575.35	11.4
10-54-10 UNIFORMS AND ACCESSORIES	.00	.00	5,000.00	5,000.00	.0
10-54-11 SS/MEDICARE EXPENSE	317.04	550.49	5,243.00	4,692.51	10.5
10-54-12 UNEMPLOYMENT EXPENSE	54.66	( 44.27)	595.00	639.27	( 7.4)
10-54-13 EMPLOYEE HEALTH INSURANCE	5,609.16	11,218.32	97,212.00	85,993.68	11.5
10-54-14 WORKER'S COMPENSATION	.00	13,623.00	13,623.00	.00	100.0
10-54-15 FUEL	1,385.32	1,385.32	12,000.00	10,614.68	11.5
10-54-20 VEHICLE MAINTENANCE	203.90	728.54	15,000.00	14,271.46	4.9
10-54-24 PROFESSIONAL TRAINING EXPENSE	976.18	976.18	3,500.00	2,523.82	27.9
10-54-26 IN-SERVICE TRAINING EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-54-28 VEHICLE RENTAL PAYMENT	2,045.92	4,091.84	24,551.00	20,459.16	16.7
10-54-30 RADAR & RADIO MAINTENANCE	232.57	232.57	1,000.00	767.43	23.3
10-54-32 AMMUNITION	.00	.00	500.00	500.00	.0
10-54-45 OPERATING SUPPLIES	25.99	25.99	1,000.00	974.01	2.6
10-54-50 EQUIPMENT EXPENSE	945.00	945.00	22,300.00	21,355.00	4.2
10-54-55 TELEPHONE - POLICE LINE	52.50	387.79	5,000.00	4,612.21	7.8
10-54-60 MEMBERSHIPS - DUES	.00	.00	500.00	500.00	.0
10-54-65 COMPUTER/SOFTWARE/SUPPORT	.00	2,849.87	7,000.00	4,150.13	40.7
10-54-75 INVESTIGATIVE SERVICES	.00	.00	3,500.00	3,500.00	.0
10-54-80 OFFICER RECRUITING	.00	.00	1,000.00	1,000.00	.0
10-54-87 LIABILITY INSURANCE	.00	10,435.84	10,436.00	.16	100.0
10-54-97 PUBLIC RELATIONS	.00	.00	500.00	500.00	.0
<b>TOTAL PUBLIC SAFETY</b>	<b>32,223.82</b>	<b>83,650.82</b>	<b>562,614.00</b>	<b>478,963.18</b>	<b>14.9</b>



TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
10-56-01 SALARIES	12,119.57	20,372.19	151,362.00	130,989.81	13.5
10-56-02 401(A) EMPLOYER MATCH	363.60	611.18	4,600.00	3,988.82	13.3
10-56-10 SEASONAL WAGES	.00	.00	10,000.00	10,000.00	.0
10-56-11 SS/MEDICARE EXPENSE	927.16	1,558.49	11,984.00	10,425.51	13.0
10-56-12 UNEMPLOYMENT EXPENSE	25.97	40.48	470.00	429.52	8.6
10-56-13 EMPLOYEE HEALTH INSURANCE	2,367.99	4,735.98	39,099.00	34,363.02	12.1
10-56-14 WORKER'S COMPENSATION	.00	5,964.00	5,965.00	1.00	100.0
10-56-15 FUEL	388.70	388.70	5,000.00	4,611.30	7.8
10-56-25 REPAIRS & MAINT - EQUIPMENT	416.17	416.17	15,000.00	14,583.83	2.8
10-56-30 TOOLS, MAT'L'S, & SUPPLIES	270.61	495.65	5,000.00	4,504.35	9.9
10-56-35 EDUCATION & TRAINING	.00	.00	2,000.00	2,000.00	.0
10-56-40 ELECTRIC STREET LIGHTS & SIGNS	950.25	1,763.60	12,000.00	10,236.40	14.7
10-56-45 TELEPHONE	125.00	290.70	2,700.00	2,409.30	10.8
10-56-50 MAINTENANCE BUILDING - UTILITY	1,113.73	2,206.61	8,600.00	6,393.39	25.7
10-56-55 MAPPING	500.00	500.00	.00	( 500.00)	.0
10-56-60 VEHICLE RENTAL PAYMENT	4,364.17	6,299.17	22,620.00	16,320.83	27.9
10-56-70 STREET REPAIRS	976.10	976.10	250,000.00	249,023.90	.4
10-56-82 TOWN SHOP BUILDING REPAIRS	.00	.00	7,500.00	7,500.00	.0
10-56-90 EQUIPMENT	.00	.00	47,000.00	47,000.00	.0
<b>TOTAL PUBLIC WORKS</b>	<b>24,909.02</b>	<b>46,619.02</b>	<b>600,900.00</b>	<b>554,280.98</b>	<b>7.8</b>
<u>PARKS &amp; RECREATION</u>					
10-58-30 TOOLS, MATERIALS, & SUPPLIES	420.20	1,106.20	5,500.00	4,393.80	20.1
10-58-41 PARKS UTILITIES	50.30	50.30	400.00	349.70	12.6
10-58-42 VAULT RESTROOMS MAINTENANCE	.00	370.09	2,500.00	2,129.91	14.8
10-58-50 CEMETERY EXPENSE	17.99	275.08	3,500.00	3,224.92	7.9
10-58-83 COHEN PARK PROJECT	.00	.00	111,000.00	111,000.00	.0
<b>TOTAL PARKS &amp; RECREATION</b>	<b>488.49</b>	<b>1,801.67</b>	<b>122,900.00</b>	<b>121,098.33</b>	<b>1.5</b>
<u>NON-DEPARTMENTAL EXPENDITURE</u>					
10-61-15 LIABILITY INSURANCE	.00	19,612.82	16,107.00	( 3,505.82)	121.8
10-61-17 AUDIT FEES	.00	.00	4,500.00	4,500.00	.0
10-61-23 TREASURER'S FEES - MILL LEVY	4.75	4.75	4,000.00	3,995.25	.1
10-61-25 PUBLISHING EXPENSE	34.57	34.57	2,000.00	1,965.43	1.7
10-61-30 DUES & MEMBERSHIPS	.00	1,006.00	2,000.00	994.00	50.3
10-61-60 ABATEMENT	.00	.00	2,000.00	2,000.00	.0
<b>TOTAL NON-DEPARTMENTAL EXPEND</b>	<b>39.32</b>	<b>20,658.14</b>	<b>30,607.00</b>	<b>9,948.86</b>	<b>67.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>93,883.29</b>	<b>209,034.58</b>	<b>2,063,943.00</b>	<b>1,854,908.42</b>	<b>10.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>107,671.53</b>	<b>343,050.01</b>	<b>677,220.00</b>	<b>334,169.99</b>	<b>50.7</b>

TOWN OF FAIRPLAY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUES</u>					
20-44-10 COLORADO LOTTERY FUNDS	.00	.00	4,500.00	4,500.00	.0
TOTAL INTERGOVERNMENTAL REVE	.00	.00	4,500.00	4,500.00	.0
<u>INTEREST INCOME</u>					
20-46-50 INTEREST INCOME SAVINGS	.00	.00	10.00	10.00	.0
TOTAL INTEREST INCOME	.00	.00	10.00	10.00	.0
TOTAL FUND REVENUE	.00	.00	4,510.00	4,510.00	.0

TOWN OF FAIRPLAY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSE</u>					
20-73-10 COHEN PARK - IMPROVEMENTS	.00	1,000.00	5,000.00	4,000.00	20.0
20-73-75 BURRO PARK	.00	.00	10,000.00	10,000.00	.0
TOTAL OPERATION EXPENSE	.00	1,000.00	15,000.00	14,000.00	6.7
TOTAL FUND EXPENDITURES	.00	1,000.00	15,000.00	14,000.00	6.7
NET REVENUE OVER EXPENDITURES	.00	( 1,000.00)	( 10,490.00)	( 9,490.00)	( 9.5)

TOWN OF FAIRPLAY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
32-47-20 DEPT RENTAL PAYMENTS	8,345.09	14,261.01	103,676.00	89,414.99	13.8
TOTAL REVENUE	8,345.09	14,261.01	103,676.00	89,414.99	13.8
TOTAL FUND REVENUE	8,345.09	14,261.01	103,676.00	89,414.99	13.8

TOWN OF FAIRPLAY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
32-58-20 PUBLIC WORK EQUIPMENT	.00	145,750.00	150,000.00	4,250.00	97.2
TOTAL EXPENDITURES	.00	145,750.00	150,000.00	4,250.00	97.2
TOTAL FUND EXPENDITURES	.00	145,750.00	150,000.00	4,250.00	97.2
NET REVENUE OVER EXPENDITURES	8,345.09	( 131,488.99)	( 46,324.00)	85,164.99	(283.9)

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

		FAIRPLAY UTILITY ENTERPRISE				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER REVENUE</u>						
51-42-05	POTABLE WATER	31,003.40	61,089.30	400,000.00	338,910.70	15.3
51-42-20	LIEN REVENUE	.00	.00	8,200.00	8,200.00	.0
51-42-32	WATER FACILITY MAINTENANCE FEE	.00	121.82	500.00	378.18	24.4
51-42-34	WATER METERS, PRV, PARTS	.00	.00	1,000.00	1,000.00	.0
51-42-36	PENALTY NON-COMPLIANCE	40.00	80.00	480.00	400.00	16.7
51-42-40	PLANT INVESTMENT FEES	.00	.00	13,500.00	13,500.00	.0
51-42-60	OTHER WATER REVENUE	.00	.00	1,000.00	1,000.00	.0
TOTAL WATER REVENUE		31,043.40	61,291.12	424,680.00	363,388.88	14.4
<u>WASTEWATER REVENUE</u>						
51-46-05	WW USER FEES	56,016.00	112,100.20	668,880.00	556,779.80	16.8
51-46-40	PLANT INVESTMENT FEES	.00	.00	16,702.00	16,702.00	.0
51-46-60	OTHER WASTEWATER REVENUE	.00	.00	100.00	100.00	.0
TOTAL WASTEWATER REVENUE		56,016.00	112,100.20	685,682.00	573,581.80	16.4
<u>INTEREST/FEE REVENUE</u>						
51-48-10	INTEREST ON INVESTMENTS	40.51	75.02	200.00	124.98	37.5
51-48-30	LATE FEES	643.35	1,250.11	9,000.00	7,749.89	13.9
TOTAL INTEREST/FEE REVENUE		683.86	1,325.13	9,200.00	7,874.87	14.4
TOTAL FUND REVENUE		87,743.26	174,716.45	1,119,562.00	944,845.55	15.6

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMPLOYEE EXPENSES</u>					
51-70-01 SALARIES	15,359.58	29,212.73	171,166.00	141,953.27	17.1
51-70-02 401A EMPLOYER MATCH	460.48	876.07	5,594.00	4,717.93	15.7
51-70-11 SS/MEDICARE EXPENSE	1,178.02	2,237.74	13,186.00	10,948.26	17.0
51-70-12 UNEMPLOYMENT EXPENSE	41.69	78.85	345.00	266.15	22.9
51-70-13 EMPLOYMENT HEALTH INSURANCE	3,625.41	7,250.83	42,209.00	34,958.17	17.2
51-70-14 WORKER'S COMPENSATION	.00	3,001.00	2,975.00	( 26.00)	100.9
51-70-15 BOARD OF TRUSTEE SALARIES	40.00	40.00	1,200.00	1,160.00	3.3
TOTAL EMPLOYEE EXPENSES	20,705.18	42,697.22	236,675.00	193,977.78	18.0
<u>OFFICE/GENERAL EXPENSE</u>					
51-72-02 BANK/CREDIT CARD FEES	523.55	1,043.64	6,300.00	5,256.36	16.6
51-72-06 COMPUTER/SOFTWARE/SUPPORT-O	488.99	928.49	13,000.00	12,071.51	7.1
51-72-10 MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
51-72-14 OFFICE SUPPLIES	204.87	229.87	3,500.00	3,270.13	6.6
51-72-18 POSTAGE EXPENSE	305.51	654.35	4,000.00	3,345.65	16.4
51-72-22 PUBLISHING EXPENSE	.00	.00	600.00	600.00	.0
51-72-26 TELEPHONE/INTERNET EXPENSE	230.00	465.00	3,000.00	2,535.00	15.5
51-72-30 TOWN HALL RENTAL PAYMENT	.00	.00	12,397.00	12,397.00	.0
51-72-34 UTILITIES-OFFICE	281.60	617.45	2,500.00	1,882.55	24.7
51-72-38 VEHICLE/EQUIP RENTAL TO ISF	1,935.00	3,870.00	24,000.00	20,130.00	16.1
51-72-42 VEHICLE MAINTENANCE/REPAIR	239.16	239.16	2,500.00	2,260.84	9.6
51-72-44 FUEL	388.70	388.70	4,000.00	3,611.30	9.7
51-72-60 REPAIR & MAINT - OFFICE BLDG	60.00	60.00	5,000.00	4,940.00	1.2
TOTAL OFFICE/GENERAL EXPENSE	4,657.38	8,496.66	81,797.00	73,300.34	10.4
<u>CONTRACTUAL FEES</u>					
51-73-20 AUDITOR FEES	.00	.00	4,500.00	4,500.00	.0
51-73-40 INSURANCE-PROPERTY/LIABILITY	.00	13,075.20	16,107.00	3,031.80	81.2
51-73-60 LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
TOTAL CONTRACTUAL FEES	.00	13,075.20	25,607.00	12,531.80	51.1

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

		FAIRPLAY UTILITY ENTERPRISE				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER - PLANT &amp; EQUIPMENT</u>						
51-74-10	CHEMICAL AND SUPPLIES	.00	.00	2,500.00	2,500.00	.0
51-74-15	COMPUTER EXPENSE-WATER SYSTE	.00	.00	3,000.00	3,000.00	.0
51-74-17	CONTRACT PLANT OPERATOR	4,500.00	4,500.00	54,000.00	49,500.00	8.3
51-74-20	DITCH MAINTENANCE	.00	.00	500.00	500.00	.0
51-74-25	EDUCATION	.00	.00	1,000.00	1,000.00	.0
51-74-30	ENGINEERING FEES	3,170.00	3,170.00	25,000.00	21,830.00	12.7
51-74-40	HASP MEMBERSHIP DUES	.00	.00	1,400.00	1,400.00	.0
51-74-45	LEAKS AND REPAIRS	.00	.00	10,000.00	10,000.00	.0
51-74-50	MISCELLANEOUS	.00	.00	3,000.00	3,000.00	.0
51-74-55	PERMITS/DUES/LOCATES	58.50	515.79	1,650.00	1,134.21	31.3
51-74-60	PUMPHOUSE EXPENSE	.00	.00	1,500.00	1,500.00	.0
51-74-65	REPAIR & MAINTENANCE-EQUIP	82.07	82.07	5,000.00	4,917.93	1.6
51-74-70	UTILITIES	256.22	256.22	3,000.00	2,743.78	8.5
51-74-75	TESTING AND SUPPLIES	24.00	47.00	1,000.00	953.00	4.7
51-74-80	TOOLS AND SUPPLIES	599.80	691.60	2,000.00	1,308.40	34.6
51-74-85	WATER METERS	136.34	2,966.74	30,000.00	27,033.26	9.9
51-74-90	WATER TANKS	39.48	39.48	10,000.00	9,960.52	.4
51-74-95	WATER TREATMENT PLANT	1,411.17	1,411.17	15,000.00	13,588.83	9.4
<b>TOTAL WATER - PLANT &amp; EQUIPMENT</b>		<b>10,277.58</b>	<b>13,680.07</b>	<b>169,550.00</b>	<b>155,869.93</b>	<b>8.1</b>
<u>WASTEWATER-PLANT &amp; EQUIPMENT</u>						
51-76-10	CAPITAL EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
51-76-15	CHEMICALS AND SUPPLIES	.00	.00	1,000.00	1,000.00	.0
51-76-20	COLLECTION SYSTEM MAINTENANC	.00	.00	12,000.00	12,000.00	.0
51-76-25	COMPUTER EXPENSE-WW SYSTEM	1,000.00	1,250.00	2,000.00	750.00	62.5
51-76-27	CONTRACT - ORC	5,000.00	5,000.00	60,000.00	55,000.00	8.3
51-76-30	EDUCATION	.00	.00	1,000.00	1,000.00	.0
51-76-35	ENGINEERING FEES	.00	.00	5,000.00	5,000.00	.0
51-76-36	LIFT STATION	.00	.00	10,000.00	10,000.00	.0
51-76-45	MISCELLANEOUS	.00	.00	10,000.00	10,000.00	.0
51-76-50	PERMITS/DUES/LOCATES	58.50	58.50	4,300.00	4,241.50	1.4
51-76-55	REPAIRS AND MAINTENANCE-EQUIP	602.54	1,619.23	15,000.00	13,380.77	10.8
51-76-60	SLUDGE REMOVAL/DISPOSAL	.00	.00	100,000.00	100,000.00	.0
51-76-65	TESTING AND SUPPLIES	682.61	1,062.61	6,000.00	4,937.39	17.7
51-76-70	TOOLS AND SUPPLIES	.00	110.31	2,000.00	1,889.69	5.5
51-76-75	TRASH	69.00	138.00	960.00	822.00	14.4
51-76-80	UTILITIES-PLANT	6,387.37	8,990.55	65,000.00	56,009.45	13.8
<b>TOTAL WASTEWATER-PLANT &amp; EQUIP</b>		<b>13,800.02</b>	<b>18,229.20</b>	<b>324,260.00</b>	<b>306,030.80</b>	<b>5.6</b>
<u>DEBT SERVICE</u>						
51-80-02	LOAN PRINCIPAL	.00	.00	223,700.00	223,700.00	.0
51-80-04	LOAN INTEREST	.00	.00	93,841.00	93,841.00	.0
<b>TOTAL DEBT SERVICE</b>		<b>.00</b>	<b>.00</b>	<b>317,541.00</b>	<b>317,541.00</b>	<b>.0</b>



TOWN OF FAIRPLAY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

FAIRPLAY UTILITY ENTERPRISE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
TOTAL FUND EXPENDITURES	49,440.16	96,178.35	1,155,430.00	1,059,251.65	8.3
NET REVENUE OVER EXPENDITURES	38,303.10	78,538.10	( 35,868.00)	( 114,406.10)	219.0



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Resolution Approving PIIP Agreement with Brian Beck

**DATE:** April 4, 2022

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Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with Brian Beck, owner of Otto's for the 450 Hwy 285 Re-roof Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$2,643.00 to re-roof building at 450 Hwy 285. The property taxes paid for this property over the last five years is \$2,643.00. The estimate for the work is \$7,643.00. You have \$20,000 in your PIIP line item for 2022.

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

**TOWN OF FAIRPLAY, COLORADO  
RESOLUTION NO. 2022- 12**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND BRIAN BECK FOR THE 450 HWY 285 RE-ROOF PROJECT.**

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

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

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

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

**RESOLVED, APPROVED, and ADOPTED** this 4th day of April, 2022.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

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

ATTEST:

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

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): Brian K Beck  
 Property Address: 450 Highway 285 Fairplay CO 80440  
 Mailing Address: Po Box 277 ALMA CO 80420  
 Phone: 843-609-1453  
 Email: EATATOTTOS@gmail.com

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

remove existing shingles and on-used roofing punctures  
and vents, fix work roof plywood and  
lay new ice/water and shingles

Estimated Cost of Project: \$7,643.00

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

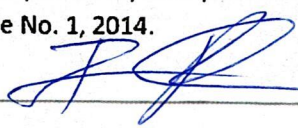
\$2,643.00

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

\$5,000.00

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

By signing this application you certify that you have received and read the rules and regulations of the PIIP Program - Ordinance No. 1, 2014.

Applicant signature:  Date: 03/29/2022

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT  
(450 HWY 285 ROOFING PROJECT)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (450 Hwy 285 Roofing Project) (hereafter referred to as the "450 Hwy 285 Roofing Project PIIP Agreement") is made and executed this 4th day of April, 2022 by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Brian Beck (hereafter referred to as the "Owner").

W I T N E S S E T H

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 450 Hwy 285, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by re-roofing buildings, which improvements will enhance the appearance of the Property and of the Town; and

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

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

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

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

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

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than September 1, 2022, and shall be completed no later than December 31, 2022. Should the work not commence or not be completed by the dates specified above this PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Seven Thousand Six Hundred Forty Three Dollars (7,643.00).
4. **Contractor.** The contractor performing the work is Leo's Roofing and Remodeling. Any change of contractor shall require prior Town approval.
5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be Two Thousand Six Hundred Forty-Three Dollars (\$2,643.00) and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. Owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.
6. **Maintenance of improvements.** Owner shall maintain the improvements in good condition and repair for a period of five years from and after the date of completion. Should Owner not perform this maintenance obligation Owner shall, upon written demand from the Town, refund to the Town all monies rebated to the Owner by the Town pursuant to this PIIP Agreement.
7. **Completion of work and payment of rebate.** Upon completion of the Work, Owner shall notify the Town of such completion and the Town shall perform an inspection of the improvements. If the improvements are completed in a satisfactory and workmanlike manner the Town shall accept same and shall, within thirty (30) day following such acceptance, rebate to the Owner the amount required by Paragraph 5 above.
8. **Annual appropriation.** The parties specifically acknowledge and agree that no undertaking on the part of the Town to rebate property taxes as specified herein constitutes a debt or obligation of the Town within any constitutional or statutory provision. The Town's obligations hereunder shall be subject to annual appropriation by the Town Board unless and until approved by the Town's electors.
9. **Assignment/Third party beneficiaries.** None of the obligations, benefits, and provisions of this PIIP Agreement shall be assigned in whole or in any part without the express written authorization of the Fairplay Town Board. In addition, no third party may rely upon or enforce any provision of this PIIP Agreement, the same being an agreement solely between the Town and the Owner, and which agreement is made for the benefit of no other person or entity.
10. **Successors and assigns.** This PIIP Agreement may be recorded and shall be binding on Owner's successors and assigns.
11. **Amendments.** This PIIP Agreement shall be subject to amendment only by a written instrument and executed by each party. Any such amendment shall require the approval by the Town Board of the Town of Fairplay at a regular or special meeting of the Town Board, and execution thereof by the Mayor and attestation by the Town Clerk.

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

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

To the Owner:         Brian Beck  
                              P.O. Box 277  
                              Alma, CO 80420

EXECUTED the day and year first above written.

THE TOWN OF FAIRPLAY, COLORADO

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

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

OWNER:

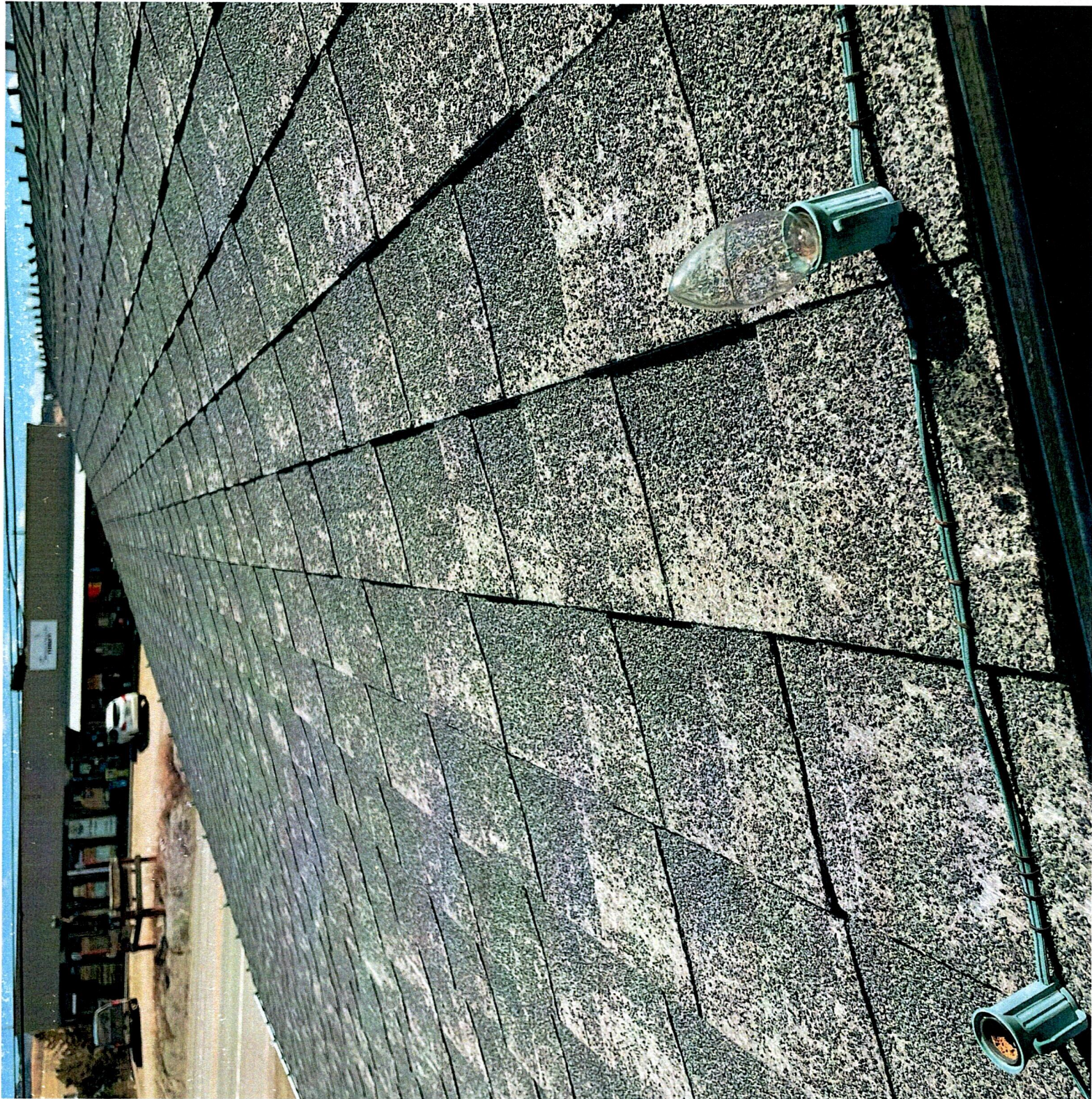
\_\_\_\_\_  
Brian Beck













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

## STAFF REPORT

**TO:** Mayor and Board of Trustees

**FROM:** Janell Sciacca, Town Administrator

**RE:** New Business Item B – Hardesty Professional Services Agreement for WTP Project Resolution No. 13, Series 2022

**DATE:** April 4, 2022

### BACKGROUND/ANALYSIS:

The Town previously contract with Bill Hahn of Hahn Water Resources, LLC in July 2021 to investigate the viability of a dormant infiltration gallery at the Beaver Creek Water Treatment Plant. Bill and his team presented their engineering and reconnaissance level report to the Board of Trustees in a Work Session on March 7, 2022. At that Work Session the Board requested a subsequent proposal be submitted to continue research on the viability of the plant as well as identify and apply for funding to help offset the construction, other related improvements and permitting costs to bring the plant and one additional well online and to research other alternatives for expansion.

Ken Hardesty of Hardesty Engineering & Mapping, LLC, and member of the Hahn team, is poised to lead Phase II of the Water Treatment Plant Project and submitted the attached proposal for the Board’s review and consideration. Staff has been working with this team and has every confidence in their abilities and would welcome the opportunity to continue working with them toward completion of this project.

### STAFF RECOMMENDATION

Staff recommends the Board approve Resolution No. 13, Series 2022 as presented by motion, second and a roll call vote.

### Attachments:

- Resolution No. 13, Series 2022
- Proposal for Engineering Services & Project Costs
- Proposed Schedule for Deliverables

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

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 13  
(Series of 2022)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HARDESTY ENGINEERING & MAPPING, LLC FOR PHASE II ENGINEERING SERVICES FOR THE BEAVER CREEK WATER TREATMENT PLANT.**

**WHEREAS**, the Town of Fairplay requires professional engineering and consulting services to perform testing of an Infiltration Gallery, help with financing improvements and obtaining necessary permits at the Town's Beaver Creek Water Treatment Plant; and

**WHEREAS**, Hardesty Engineering & Mapping, LLC represents itself as having the required expertise and experience to perform the required professional services; and

**WHEREAS**, the Town will pay the Consultant to the amount of \$59,541.00.

**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 and/or Town Administrator to execute same on behalf of the Town.

**Section 2.** The total amount of payment for services under the agreement shall not exceed \$59,541.00.

**Section 3.** This resolution shall become effective upon adoption.

**RESOLVED, APPROVED, and ADOPTED** this 4<sup>th</sup> day of April, 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 4<sup>TH</sup> day of APRIL, 2022, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Hardesty Engineering & Mapping, 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. The Consultant is authorized by the Town to retain copies of such data and materials at the 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 the 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 the 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 the 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 the 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 the 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 to perform more than \_\_\_\_\_ percent (\_\_\_%) of the work

required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the Town a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the Town reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

## **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 five hundred thousand dollars (\$500,000) 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's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

## **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**

The 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. WORKERS WITHOUT AUTHORIZATION**

A. Certification. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization 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 a worker without authorization to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 worker without authorization 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 a worker without authorization 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, Colorado  
PO Box 267, 901 Main Street  
Fairplay, CO 80440

Consultant: Ken Hardesty, Owner  
Hardesty Engineering & Mapping, LLC  
2062 Dolomite Way  
Castle Rock, CO 80108

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 Town 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 Town not to be performed during the current fiscal year is specifically made subject to appropriation of funds for such performance. Should the Town's governing body not appropriate funds for the performance of this contract in any future fiscal year this Agreement shall automatically terminate without further action by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

**TOWN OF FAIRPLAY, COLORADO**

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

ATTEST:

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



March 16, 2022

Mrs. Janell Sciacca  
Town Administrator  
Town of Fairplay, Colorado  
PO Box 267  
901 Main Street  
Fairplay, CO 80440

**Re: Proposal for Engineering Services, Phase II, for the Beaver Creek Water Treatment Plant Project, Fairplay, Colorado.**

Dear Mrs. Sciacca:

We are excited to provide this proposal for phase II engineering services for the Beaver Creek Water Treatment Plant (WTP) Rehabilitation Project. Our consulting team of Hardesty Engineering & Mapping, LLC, Hahn Water Resources, LLC and Ed Duerr, Inc. is eager to begin working with the Town to refurbish and modernize the Beaver Creek WTP and the associated wells and infiltration gallery, providing increased capacity and reliability to the Towns current drinking water system. This proposal summarizes Phase II of the investigation and design services. Our team has recently completed Phase I of the WTP upgrade project, which included feasibility level alternative and design evaluation, development of as-built drawings and a cost estimate. The following summarizes our understanding of the project and our proposed Scope of Work for Phase I of the project:

**PROJECT UNDERSTANDING**

Our team understands that the Town desires to pursue funding through the state revolving fund (SRF) grant/loan program. It appears the Town can fund a portion of the project, and potentially fund the entire project, but would like to at least see what is available through the SRF program to offset the cost to the Town.

We are continuing the phased approach to the design effort. This second phase of the design will include securing grants and loans and will progress the design to 60% complete. The following scope of work summarizes our anticipated work tasks to complete the 60% design.

**SCOPE OF WORK**

The following scope of work is based on our knowledge of the project and the desire

of the Town of Fairplay (Town) to upgrade the existing treatment process on-site and associated facilities located on the project site to an ultra-filtration WTP.

### **Task 1 – Kickoff Meeting and Grant/Loan Application Process with State Agencies**

We will conduct a project kick-off meeting, with all necessary participants, with the Town and our consulting team to coordinate communications, schedule, budget and roles and responsibilities of each of the project members. We will discuss the project tasks and necessary resources to complete each task.

We would coordinate with the Town to schedule and conduct a site visit to observe Buena Vista's new cartridge filtration WTP. This would provide an opportunity to discuss operational and design consideration with the Buena Vista Public Works staff.

### **Task 2 – Grant/Loan Application Process with State Agencies**

Our consulting team will lead a coordinated effort with the Town to begin the process of applying for grants and loans from state agencies to support funding the WTP project. We are anticipating applying for Small Community CDPHE, Tier I or Tier II grants for engineering design and/or construction and for a state revolving fund loan through CDPHE. This task would include the following sub tasks:

- Coordination and schedule a preliminary meeting with the Town, CDPHE and our consulting team to verify the path forward for the Town. We will determine the current interest rates available and discuss the design engineering grant opportunities. This meeting will provide the necessary information to allow the Town to decide if they want to pursue funding opportunities for loans or to look for grant opportunities.

If the Town determines that we are proceeding with the state loan and/or grant application process, the following task would be conducted:

- Complete and submit the Pre-Qualification form for the CDPHE SRF loan application process.
- After CDPHE, DOLA and the CWRPDA have reviewed the pre-application submittal, attend, with the Town, the pre-application meeting to discuss the submittal with respective agencies and determine the next steps in the process.
- Complete and submit a Project Needs Assessment (PNA) and Environmental Determination with the Town. Work with the Town to submit technical managerial financial information to CDPHE.
- Work with the Town to complete and submit the Design and Engineering Grant application.
- Coordinate and schedule a public meeting in the Town of Fairplay to present the project information to the public and gather the public responses and comments.

If the Town receives approval for a loan, we will work with the Town to prepare and submit the final loan application.

### **Task 3 – 60% Design to Support the State Loan Process**

Our anticipated 60% design effort will include:

- Water quality sampling and testing for compliance with CDPHE requirements. This will include two weeks of sampling and testing with a pilot test to confirm compliance with CDPHE cartridge filter regulations.
- Development of a Basis of Design Report (BDR). This report is part of the state loan submittal process and will also document the preliminary design effort.
- Review alternative layouts within the WTP and selection of the most preferred layout.
- Determination of the hydraulic capacity of the WTP and evaluation of the design capacity.
- Sizing of the suction pumps to provide the appropriate inlet pressure at the filter housings.
- Preliminary design of the instrumentation and controls, including any automation for the control valves, metering and monitoring, and operation of the suction pumps and the chlorine metering pump.
- Preliminary design of the electrical requirements.
- Design of any repairs or upgrades required for the infiltration gallery and supply pipeline.
- Develop design drawings for the BDR.

### **Task 4 – 60% Cost Estimate**

Our team will expand on the feasibility level Opinion of Probable Construction Cost (OPCC) and provide a 60% level OPCC, estimating the level of effort required for constructing the project and developing engineering opinions of preliminary costs, contingency considerations, and schedule.

During this task our team will identify long lead items, if any, that could be procured early in the design process and work with the Town to determine the appropriate strategy for acquiring any such items.

The feasibility level design, at a minimum, will include:

### **Task 5 – Project Management**

This task includes project coordination, progress calls with the Town, preparing invoices and managing consulting invoicing and contracts.

### **DELIVERABLES**

- Grant and Loan Application Documents, including (Pre-Qualification Application, PNA, Environmental Determination, and the design and

Engineering Grant.

- BDR, including preliminary set of design drawings (6-7 sheets).
- A 60%-level engineering opinions of probable construction costs and potential contingencies.

### **PROJECT COSTS**

Please see our attached, not to exceed budget, including expenses and communications and coordination with the electrical/instrumentation contractors. If the Town does not pursue the SRF loan funding and self-funds the project, the design becomes more streamlined, and we would work with the Town to determine a revised design cost/schedule.

### **PROJECT SCHEDULE**

We anticipate the phase II design to be complete in September 2022 if the Town pursues SRF funding. This is when the Basis of Design Report is anticipated to be completed and submitted to CDPHE for review. At this point, 60% design would be substantially complete and the final design phase would begin (Phase III). The SRF loan application would still need to be completed and submitted to CDPHE. If the Town self-funds the project, this schedule would likely be accelerated as there would be less state review requirements.

Following the completion of final design (Phase III), the design can be advertised for bid, a contractor can be selected, and construction may proceed (Phase IV).

We will be pleased to further discuss these estimates with you, as well as our overall scoping and approach assumptions.

Please contact me if you have any questions regarding this at (303) 570-9124 or [hardestyeng@gmail.com](mailto:hardestyeng@gmail.com)

Sincerely,

HARDESTY ENGINEERING & MAPPING, LLC.



Ken Hardesty  
Owner



LABOR COSTS	RATE	Task 1 - Kickoff Meeting		Task 2 - SRF Funding		Task 3 - SRF Level Design		Task 4 - 60% Cost Estimate		Task 5 - Project Management		TOTAL # or HOURS for THIS PHASE	TOTAL BUDGET FOR THIS PHASE
		TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET		
Consulting Engineer	\$ 170.00	12	\$ 2,040	43	\$ 7,310	118	\$ 20,060	16	\$ 2,720	20	\$ 3,400	209	\$ 35,530
TOTAL LABOR COSTS		12	\$ 2,040	43	\$ 7,310	118	\$ 20,060	16	\$ 2,720	20	\$ 3,400	209	\$ 35,530
<b>SUBCONTRACT COSTS</b>													
Hahn Water Resources	\$ 170.00	10	\$ 340	4	\$ 680	22	\$ 3,740	2	\$ 340	0	\$ -	38	\$ 5,100
ED DUERR	\$ 170.00	10	\$ 340	25	\$ 4,250	13	\$ 2,210	2	\$ 340	0	\$ -	50	\$ 7,140
Triangle Electric	\$ -	0	\$ -	0	\$ -	0	\$ 5,500	0	\$ 500	0	\$ -	0	\$ 6,000
Mountain Peak Controls	\$ -	0	\$ -	0	\$ -	0	\$ 4,000	0	\$ 500	0	\$ -	0	\$ 4,500
TOTAL SUBCONTRACT COSTS		20	\$ 680	29	\$ 4,930	35	\$ 15,450	4	\$ 1,680	0	\$ -	88	\$ 22,740
<b>OTHER DIRECT COSTS</b>													
EXPENSES/BUDGET =	6.00%	0	\$ -	0	\$ 163	0	\$ 530	0	\$ -	0	\$ -	0	\$ 694
TOTAL OTHER DIRECT COSTS		0	\$ -	0	\$ 163	0	\$ 530	0	\$ -	0	\$ -	0	\$ 694
<b>TRAVEL</b>													
MILEAGE	\$ 0.58	350	\$ 203	215	\$ 125	430	\$ 249	0	\$ -	0	\$ -	995	\$ 577
TOTAL TRAVEL COSTS			\$ 203		\$ 125		\$ 249		\$ -		\$ -		\$ 577
<b>TOTAL PROJECT COSTS</b>			<b>\$ 2,923</b>	<b>0</b>	<b>\$ 12,528</b>		<b>\$ 36,290</b>		<b>\$ 4,400</b>		<b>\$ 3,400</b>		<b>\$ 59,541</b>

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2023 Jan	Feb	Mar	Apr
1	➤	Pre-Qualification Submittal	0 days	Thu 3/31/22	Thu 3/31/22					◆ 3/31												
2	➤	CDPHE Review	32 days	Thu 3/31/22	Fri 5/13/22	1																
3	➤	Pre-Qualification Meeting	0 days	Mon 5/16/22	Mon 5/16/22	2				◆ 5/16												
4	➤	Project Needs Assessment Submittal	20 days	Mon 5/16/22	Fri 6/10/22	3																
5	➤	CDPHE Review	32 days	Mon 6/13/22	Tue 7/26/22	4																
6	➤	Design Engineering Grant	20 days	Mon 6/13/22	Fri 7/8/22	4																
7	➤	Advertise Public Meeting	23 days	Wed 7/27/22	Fri 8/26/22	5																
8	➤	Public Meeting	0 days	Mon 8/29/22	Mon 8/29/22	7																
9	➤	Basis of design Report	77 days	Mon 5/16/22	Tue 8/30/22	3																
10	➤	CDPHE Review	45 days	Wed 8/31/22	Tue 11/1/22	9																
11	➤	Specifications and Drawings	65 days	Wed 7/27/22	Tue 10/25/22	5																
12	➤	CDPHE Review	30 days	Wed 10/26/22	Tue 12/6/22	11																
13	➤	Loan Application Submittal	0 days	Wed 12/7/22	Wed 12/7/22	12,10																
14	➤	CDPHE Loan Review	45 days	Wed 12/7/22	Tue 2/7/23	13																
15	➤	Loan Approval and Execution	0 days	Wed 2/8/23	Wed 2/8/23	14																
16	➤	DOLA Energy & Mineral Grant	10 days	Fri 10/7/22	Thu 10/20/22																	

Project: SRF Schedule Date: Wed 3/23/22	Task	Project Summary	Manual Task	Start-only	Deadline	↓
	Split	Inactive Task	Duration-only	Finish-only	Progress	—
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	—
	Summary	Inactive Summary	Manual Summary	External Milestone	Manual Progress	—



**Town of Fairplay**  
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## STAFF REPORT

**TO:** Mayor and Board of Trustees

**FROM:** Janell Sciacca, Town Administrator

**RE:** New Business Item C – South Park Food Bank Lease for 501 Main  
 Resolution No. 14, Series 2022

**DATE:** April 4, 2022

### BACKGROUND/ANALYSIS:

The Town previously approved a 1 year lease in 2019 with the South Park Food Bank for use of a portion of the building at 501 Main as depicted in Exhibit A of the proposed lease agreement. The agreement expired and the Food Bank is desirous of continuing to utilize that portion of the building for its operations.

There have been no known issues and the Food Bank is a perfect use of that space and provides such a valuable serve to all of Park County. Therefore, Staff is recommending approval of another 1 -year lease that will automatically renew for subsequent 1-year terms unless either party gives 30 day's notice of cancellation.

### STAFF RECOMMENDATION

Staff recommends the Board approve Resolution No. 14, Series 2022 as presented by motion, second and a roll call vote.

### Attachments:

- Ordinance No. 5, Series 2022
- Redlined Code Article IV

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 14  
Series of 2022**

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

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

**WHEREAS**, the Town of Fairplay previously approved a Lease Agreement with the South Park Food Bank and the Food Bank is a reputable and charitable organization that provides an extremely valuable service citizens in Fairplay and Park County as a whole; and

**WHEREAS**, the Board of Trustees desires to renew the temporary lease agreement with South Park Food Bank for a portion of 501 Main Street so as to continue to allow for this community service based organization to have a physical location and place for storage and distribution of food, clothing and other much needed supplies to the needy and anyone struggling financially within the Town of Fairplay.

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

**RESOLVED, APPROVED, and ADOPTED** this 4<sup>th</sup> day of April, 2022.

TOWN OF FAIRPLAY, COLORADO

(Seal)

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

**ATTEST**

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

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is entered into this 4th day of APRIL, 2022 by and between the **TOWN OF FAIRPLAY, COLORADO**, a Colorado municipal corporation whose address is 901 Main Street, PO Box 267, Fairplay CO 80440 ("Lessor") and the **SOUTH PARK FOOD BANK**, a Colorado nonprofit corporation whose address is 501 Main Street, PO Box 7062, Fairplay, CO 80440 ("Lessee").

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

- 1. Leased Premises.** Subject to the terms and conditions set forth herein Lessor leases to Lessee, and Lessee agrees to lease from Lessor, the premises described and/or depicted in **Exhibit A** attached hereto and incorporated herein consisting of approximately 750 square feet of office space located at 501 Main Street, Fairplay, Colorado 80440 (the "Leased Premises")
- 2. Term and Rent.** Lessor agrees to lease the Leased Premises for an initial term of twelve (12) months commencing on April 4, 2022 and terminating on April 4, 2023, at the rental rate of One Dollar (\$1.00) for the rental term payable upfront. All rental payments shall be made to Lessor, at the address specified above provided, however, that should Lessee case to exist this Lease shall terminate. This lease will be automatically renewed for subsequent terms of one (1) year at a time and may be canceled at any time by either party upon written notice of not less than 30 days.
- 3. Use.** Lessee shall use and occupy the Leased Premises solely for the purpose of continuing operations of the South Park Food Bank and storing materials needed for said operations. Lessor represents that the premises may lawfully be used for such purpose.
- 4. Care and Maintenance of Leased Premises.** Lessee acknowledges that the Leased Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the interior of the Leased Premises in good and safe condition and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and parking area. Lessor shall be responsible for maintenance and repair of the portion of the building not included in the Leased Premises and well as the building grounds. Prior to execution of this lease Lessor and Lessee have conducted a walk through to determine the exact condition of the facility and have documented any damage to the facility existing prior to the date of this lease.
- 5. Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the Leased Premises, other than non-structural alterations reasonably necessary to the uses of the Leased Premises identified in paragraph 3 above. Lessor's approval of requested alterations shall not be unreasonably withheld.

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

by Lessor. Lessee shall maintain insurance adequate to cover any personal property or fixtures owned by it.

**13. Taxes.** Lessee shall pay any and all personal property taxes and other taxes attributable to Lessee's use and occupancy of the Leased Premises. Real property taxes shall be paid by Lessor at Lessor's sole expense.

**14. Attorney's Fees.** In case suit should be brought for recovery of the Leased Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Leased Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee.

**15. Notices.** Any notice which either party may, or is required to give, shall be given mailing same, postage prepaid, to Lessee at the Leased Premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

**16. Heirs, Assigns, Successors.** This Lease is binding upon and inures to the benefit of the heirs, successors in interest to the parties

**17. Non-appropriation.** As required by Article X, Section 20 of the Colorado Constitution, any financial obligations of Lessor not to be performed during the current fiscal year contained in this Lease are subject to annual appropriation of sufficient funds by the Fairplay Board of Trustees. Should the Board of Trustees, in any year during the term of this lease, not appropriate sufficient funds for the performance of its obligations herein contained the Leased Premises shall be vacated and possession returned to the Lessor on the last day for which a valid appropriation exists.

**18. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties.

**LESSOR:**  
**TOWN OF FAIRPLAY, COLORADO**

**LESSEE:**

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


\_\_\_\_\_  
South Park Food Bank President

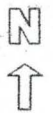
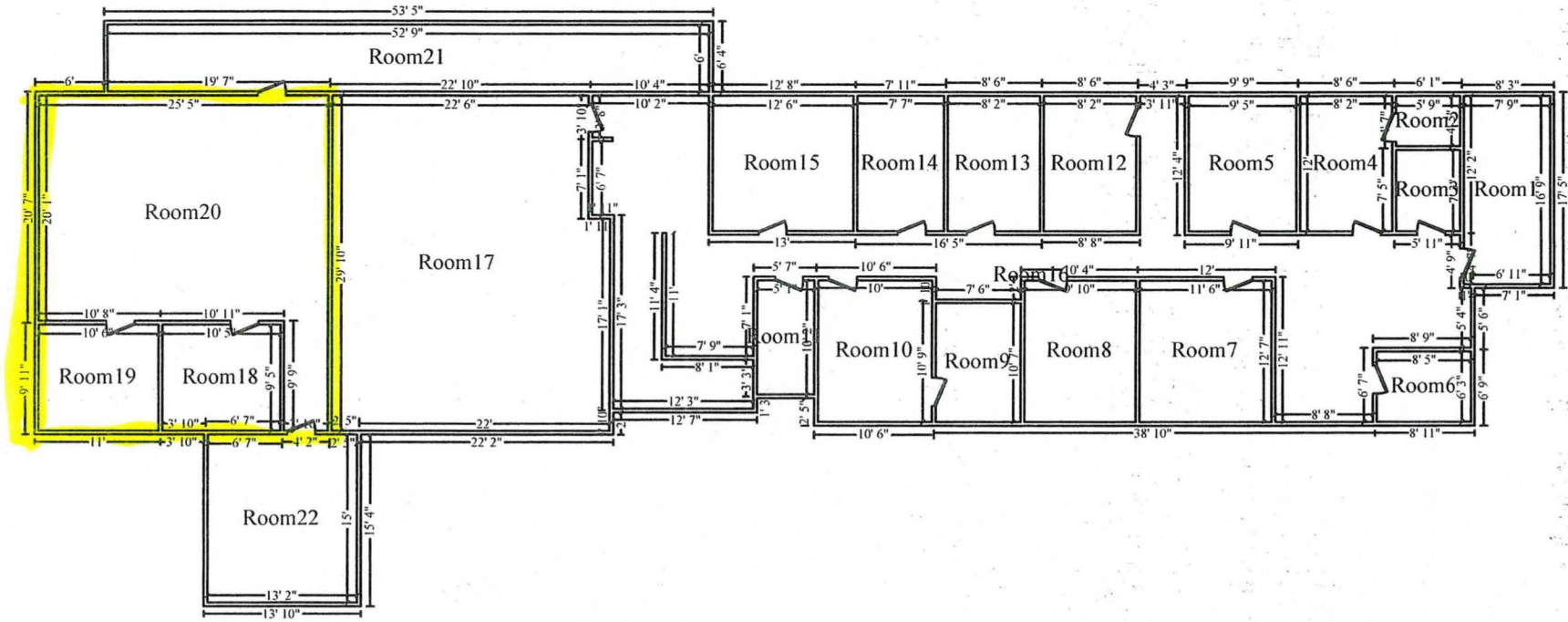
ATTEST:

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

Ground

EXHIBIT A

 = Rented Boundaries



Ground





**Town of Fairplay**  
 400 Front Street • P.O. Box 267  
 Fairplay, Colorado 80440  
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 (719) 836-3279 fax  
 www.fairplayco.us

## STAFF REPORT

**TO:** Mayor and Board of Trustees

**FROM:** Janell Sciacca, Town Administrator

**RE:** New Business Item D – Amendment to Municipal Code Regarding Commercial Fishing Operators / Ordinance 5, Series 2022

**DATE:** April 4, 2022

### BACKGROUND/ANALYSIS:

During the 2022 Budget process and subsequent Fee Schedule discussions, it was suggested by Trustee Voorhis that the title of the permit to conduct guided fishing tours, excursions or instruction at the Fairplay Beach and Reservoir be amended from Commercial Fly Fishing permit to a Commercial Fishing permit so as to cover the other types of fishing that were occurring there. Therefore, this Ordinance is presented to make those recommended and applicable changes.

The ordinance shows how the code will read, while the page behind the ordinance demonstrates the changes Staff is recommending in order to update the code including the addition of a 5% surcharge on the gross revenue earned by each commercial operator.

### STAFF RECOMMENDATION

Staff recommends the Board approve Ordinance No. 5, Series 2022 as presented by motion, second and a roll call vote.

### Attachments:

- Ordinance No. 5, Series 2022
- Redlined Code Article IV

**TOWN OF FAIRPLAY, COLORADO**

**ORDINANCE NO. 5  
(SERIES 2022)**

**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 6 – BUSINESS LICENSES REGULATIONS, ARTICLE IV OF THE FAIRPLAY MUNICIPAL CODE RELATED TO COMMERCIAL FISHING OPERATORS**

**WHEREAS**, the Town Board of Trustees previously adopted Ordinance No. 3, Series of 2009, approving and setting forth rules and regulations regarding commercial fly fishing in the Town and Fairplay, Colorado and which are codified in Chapter 6 Business Licenses and Regulations, Article IV – Commercial Fly Fishing; and

**WHEREAS**, the Town Board of Trustees find and determines that amending Article IV is necessary in order to expand rules and regulations to cover all types of commercial fishing operations which may occur at the Fairplay Beach and Reservoir; and

**WHEREAS**, the Town Board of Trustees finds it is desirable and appropriate, and in the best interests of the Town of Fairplay and management and protection of of the Fairplay Beach and Reservoir as a recreational asset of the Town.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ORDAINS:**

**SECTION 1.** Chapter 6 of the Fairplay Municipal Code, Article IV – Commercial Fly Fishing is hereby amended as follows:

**ARTICLE IV Commercial Fishing**

Sec. 6-4-10. Definitions.

As used in this Article, the following words shall have the following meanings:

*Commercial operator* means a person engaged in the business of providing fishing tours, excursions or instruction for profit.

*Town's fishing facility* means that facility located on the Town's leasehold in the area known as the Fairplay Beach and Reservoir / River Park.

**Sec. 6-4-20. Annual permit and fee.**

No commercial operator may engage in the business of providing fishing tours, excursions or instruction for profit at the Town's fishing facility without having first obtained an annual permit. Permits shall be obtained from the Town Clerk upon application and the payment of a

nonrefundable fee, which fee shall be established by the Board of Trustees. Permits shall only be issued upon proof of insurance as required in Section 6-4-30 below and shall expire at the end of the calendar year in which they were issued.

In addition to the non-refundable annual application fee, commercial operators shall pay to the Town of Fairplay a percentage of the direct gross revenue derived for use of the Town's fishing facility. Such percentage shall also be established by resolution of the Board of Trustees. Payment of such fees may be made monthly or annually as is determined by and upon agreement of the Town Clerk at the time of licensing. Such fees shall be deposited in a special account and specifically used for improvements, maintenance, projects, or other purposes as approved by the Board of Trustees for the Fairplay Beach and Reservoir / River Park.

**Sec. 6-4-30. Proof of insurance required.**

Before a commercial operator shall be permitted to provide tours, excursions or instruction at the Town's fishing facility, he or she shall first provide to the Town Clerk a copy of the current public liability insurance policy with one (1) or more insurance carriers licensed to do business in the State who are acceptable to the Town, insuring claims and demands made by any person or persons for injuries received in connection with, or arising out of, the commercial operator's use of the Town's fishing facility. Such policy or policies shall contain limits of liability of not less than the monetary limitations for judgments against municipalities provided from time to time by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., or any successor statute. Such policy shall name the Town and the commercial operator as named insureds under such policy and shall be approved by the Town before the commercial operator shall be entitled to use the Town's fishing facility. The commercial operator shall maintain such insurance in full force and effect at all times while using the Town's fishing facility. The subject policy shall require at least ten (10) days' advance notice to the Town prior to cancellation of such policy.

**SECTION 3. Safety Clause.** The Town Board hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Fairplay, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Board further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

**SECTION 4. Severability.** If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

**SECTION 5.** This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ, ADOPTED, AND ORDERED PUBLISHED this 4<sup>TH</sup> day of APRIL, 2022.

TOWN OF FAIRPLAY, COLORADO

Approved: \_\_\_\_\_  
Frank Just, Mayor

Attest: \_\_\_\_\_  
Janell Sciacca, Town Clerk

---

## **ARTICLE IV Commercial ~~Fly~~-Fishing**

### **Sec. 6-4-10. Definitions.**

As used in this Article, the following words shall have the following meanings:

*Commercial operator* means a person engaged in the business of providing ~~fly~~-fishing tours, excursions or instruction for profit.

*Town's fishing facility* means that facility located on the Town's leasehold in the area known as the Fairplay Beach and Reservoir / River Park.

### **Sec. 6-4-20. Annual permit and fee.**

No commercial operator may engage in the business of providing ~~fly~~ fishing tours, excursions or instruction for profit at the Town's fishing facility without having first obtained an annual permit. Permits shall be obtained from the Town Clerk upon application and the payment of a nonrefundable fee, which fee shall be established by the Board of Trustees. Permits shall only be issued upon proof of insurance as required in Section 6-4-30 below and shall expire at the end of the calendar year in which they were issued.

In addition to the non-refundable annual application fee, commercial operators shall pay to the Town of Fairplay a percentage of the direct gross revenue derived for use of the Town's fishing facility. Such percentage shall also be established by resolution of the Board of Trustees. Payment of such fees may be made monthly or annually as is determined by and upon agreement of the Town Clerk at the time of licensing. Such fees shall be deposited in a special account and specifically used for improvements, maintenance, projects, or other purposes as approved by the Board of Trustees for the Fairplay Beach and Reservoir / River Park.

### **Sec. 6-4-30. Proof of insurance required.**

Before a commercial operator shall be permitted to provide tours, excursions or instruction at the Town's fishing facility, he or she shall first provide to the Town Clerk a copy of the current public liability insurance policy with one (1) or more insurance carriers licensed to do business in the State who are acceptable to the Town, insuring claims and demands made by any person or persons for injuries received in connection with, or arising out of, the commercial operator's use of the Town's fishing facility. Such policy or policies shall contain limits of liability of not less than the monetary limitations for judgments against municipalities provided from time to time by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., or any successor statute. Such policy shall name the Town and the commercial operator as named insureds under such policy and shall be approved by the Town before the commercial operator shall be entitled to use the Town's fishing facility. The commercial operator shall maintain such insurance in full force and effect at all times while using the Town's fishing facility. The subject policy shall require at least ten (10) days' advance notice to the Town prior to cancellation of such policy.



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## STAFF REPORT

**TO:** Mayor and Board of Trustees

**FROM:** Janell Sciacca, Town Administrator

**RE:** New Business Item E–Amendment to Municipal Code Regarding Building Moves Ordinance 6, Series 2022

**DATE:** April 4, 2022

### BACKGROUND/ANALYSIS:

This matter came to my attention over the summer when the South Park Historical Foundation was moving the stone building from Amanda Woodbury’s property across from Town Hall to the South Park City Museum. In reviewing the code for regulations related to moving a building, I found that a previously existing section of the code outlining the process was overwritten with the adoption of the Unified Development Code when approved in 2015. This section of the code is very important as it ensures compliance with local and state government requirements and as well as utility companies. It also ensures structural stability and all of these approvals are required in order to ensure the health, safety and welfare of the public during transit and resetting.

The previous regulations originally part of Chapter 16, but Staff feels that they are better suited for Chapter 18 – Building Regulations and, if approved, will become Article XIV at the end of that Chapter.

### STAFF RECOMMENDATION

Staff recommends the Board approve Ordinance No. 6, Series 2022 as presented by motion, second and a roll call vote.

Attachments:

- Ordinance No. 6, Series 2022

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

**TOWN OF FAIRPLAY, COLORADO**

**ORDINANCE NO. 6  
(SERIES 2022)**

**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 18 – BUILDING REGULATIONS OF THE FAIRPLAY MUNICIPAL CODE RELATED TO MOVING AND SETTING STRUCTURES WITHIN TOWN BOUNDARIES**

WHEREAS, the Town Board of Trustees previously adopted Ordinance 1, Series 1994 and Ordinance 11, 2002; and

WHEREAS, in codification of the Unified Development Code with adoption of Ordinance 3, Series 2015, previously existing Article XX Building Moving was overwritten; and

WHEREAS, the Board of Trustees finds it in the best interests of the public health, safety and welfare to amend the Fairplay Municipal Code to restore rules and regulations related to moving structures within the Town's boundaries;

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ORDAINS:**

**SECTION 1.** Chapter 18 – Building Regulations of the Fairplay Municipal Code is hereby amended by the addition of a new Article XIV entitled "Building Moves & Sets" to read as follows:

**ARTICLE XIV Building Moves & Sets**

[Sec. 18-14-10. Purpose.](#)

[Sec. 18-14-20. Permits required.](#)

[Sec. 18-14-30. Procedures.](#)

**Sec. 18-14-10. Purpose.**

The purpose of move and set permits is to ensure compliance with all Town, state and public utility requirements related to the movement of buildings upon public and quasi-public rights-of-ways and easements, and to ensure the structural stability of any structure to be moved.

**Sec. 18-14-20. Permits required.**

No building, structure or improvement shall be moved from or set upon land located in the Town or transported upon any public street in the Town until a permit to move and set has been obtained therefor and said building, structure or improvement complies with the provisions of this Article.

**Sec. 18-14-30. Procedures.**

- (a) All buildings, structures and improvements to be moved and set shall comply with the Building Code, as adopted by the Town.
- (b) An application shall be submitted for said permit, along with a footing and foundation plan and construction plans for any new construction, which plans shall comply with the Building Code.
- (c) The applicant shall submit a statement from the County Treasurer showing that all past and current taxes have been paid before any permit shall be issued.
- (d) Upon receipt of the above items, the Building Official shall inspect said building, structure or improvements and the proposed location where the same will be set within the Town. Upon determining that the proposed development complies with the Building Code and this Chapter, the Building Official shall issue a permit to move and set.
- (e) The Building Official shall charge a reasonable fee, in addition to the normal fees set forth in the Building Code, to cover costs of investigation and inspection for determining the structural soundness of buildings, structures or improvements to be moved, which fee is payable in advance and must accompany the application provided for herein. The inspection shall determine what will be necessary to bring buildings, structures or improvements into compliance with the Building Code should the building not comply. This fee is not returnable. If buildings, structures or improvements are found to be capable or complying with the Building Code, a building permit will be issued at the regular fee as determined by the valuation of said building, structure or improvements as published in the Building Code.
- (f) No permit to move and set shall be issued until the applicant has first obtained any necessary permits from the public utility company, railroad companies, Colorado Department of Transportation and County Road Supervisor, unless it can be shown by the applicant that these agencies are not involved in the move.
- (g) No person shall transport, move or set any building, structure or improvement in the Town until and unless such person shall post with the Building Official a good and sufficient indemnity bond in favor of the Town. Such bond shall be made by a surety corporation authorized to do business in this State; said bond may be issued on an annual basis but shall not be in excess of such period of time.
- (h) A certificate of liability insurance in an amount determined by the Building Official shall be given to and kept on file by the Building Official. Appeals may be made to the Board of Trustees for the amount of insurance required only.

**SECTION 3. Safety Clause.** The Town Board hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Fairplay, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Board further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.



**SECTION 4. Severability.** If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

**SECTION 5.** This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ, ADOPTED, AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF FAIRPLAY, COLORADO

Approved: \_\_\_\_\_  
Frank Just, Mayor

Attest: \_\_\_\_\_  
Janell Sciacca, Town Clerk

Approved as to form: \_\_\_\_\_  
Nina Williams, Town Attorney

## Local Government Affordable Housing Development Incentives Grant Program Guidelines



**COLORADO**  
Department of Local Affairs  
Division of Local Government

The Colorado Department of Local Affairs (DOLA), with funding from [HB21-1271](#), offers state assistance to local governments to promote the development of innovative affordable housing strategies in a manner that is compatible with best local land use practices. HB21-1271 creates three new programs:

- Affordable Housing Development Incentives Grant Program (“Incentives Grant Program”)
- Local Government Planning Grant Program (“Planning Grant Program”)
- Affordable Housing Guided Toolkit and Local Officials Guide Program (“Toolkit Program”)

The Community Development Office (CDO) within DOLA’s Division of Local Government will manage the Incentives Grant Program and the Planning Grant Program in partnership with the Division of Housing, and the Division of Housing will manage the Toolkit Program in partnership with the Division of Local Government. This document covers program guidelines for the Incentives Grant Program.

### Affordable Housing Development Incentives Grant Program

The Incentives Grant Program provides grants to local governments to promote the development of affordable housing that is driven by community benefits and that focuses on critical housing needs as identified by the local government. Qualifying communities (i.e., those that have adopted at least three strategies from the menu of qualifying strategies listed at the end of this document by the time of application) can apply for funds to support an affordable housing development project directly or through programs that support affordable housing development or preservation in the long term.

#### Eligibility

- Projects
  - Definition: “Affordable housing” is defined in the statute as housing for families or individuals earning up to 80% of the area median income (AMI) for rental housing and up to 140% AMI for affordable homeownership. Applicants should demonstrate that the project addresses one or more AMI ranges with significant need. Affordable housing can include both income- and deed-restricted units and naturally occurring affordable housing (NOAH) as long as rents meet the AMI limits.
  - Eligible expenses may include but are not limited to the following: Local government fees related to residential development (including tap fees levied by special district water utilities), local government development review costs associated with rezoning for residential (e.g., traffic demand studies), infrastructure extensions for affordable or mixed-income developments, improvements to an affordable housing or mixed income project (e.g., construction or rehabilitation costs, façade improvements, landscaping, playground/park or other amenities on site), land acquisition dedicated for future affordable projects, predevelopment costs (with pre-approval from DOLA), development of programs to support the creation of affordable housing (e.g., land banking, community land trust, certified housing development organization),

preservation through acquisition or rehabilitation or both.

- Ineligible expenses include: housing needs assessments, land use/zoning code updates, inclusionary housing economic feasibility studies, linkage fee studies, creation of density bonus programs for private developers, or similar studies, which may be funded through other programs such as the HB12-1271 Planning Grant Program.
- Off-site Improvements: A portion of the total award may be used to fund off-site improvements that deliver community benefits *in the neighborhood of a funded affordable housing or mixed income housing project* (although it is not a required use of the funds). Examples of off-site improvements may include: parks, playgrounds, open space/trails or trailhead lots, upgraded streetscapes, infrastructure improvements (especially those that are needed to increase density), pedestrian and cyclist safety improvements, accessibility improvements to expand access for persons with disabilities, investments that support a healthy built environment, investments meant to address equity concerns, disability- and age-friendly amenities, bus/transit shelters, neighborhood renewable energy investments, and other public amenities. See more in the “Funding” section below.

- Applicants

- Eligible entities include municipalities, counties, and city & county governments. Awards cannot be made directly to housing authorities (but municipalities and counties are encouraged to partner with their housing authorities and other partner organizations).
- Only municipalities and counties that have adopted at least three qualifying strategies listed in the menu of qualifying strategies at the end of this document are eligible to apply for funds. Qualifying strategies will be reviewed by DOLA staff to guarantee they meet eligibility requirements (e.g., fully adopted, permanent in nature). Communities may petition to count innovative or creative strategies not currently on the list but which have the effect of incentivizing affordable housing development to the same degree as other options on the list. Eligibility of innovative or creative strategies not currently on the list will be determined by DOLA staff.
- Applicants can apply for funds to support a collaborative multi-jurisdictional affordable housing project and the units may be located outside the jurisdiction of the primary applicant.

## Funding

- Funds available: Approximately \$37,728,000 in funding is available for awards (source includes state general funds and American Rescue Plan Act federal funds through the Affordable Housing and Home Ownership Cash Fund created in CRS 24-75-229 (3)(a)).
- Expiration of funds: All funds must be fully expended (not just encumbered) before June 30, 2024. This means that projects must be completed by June 30, 2024. No extensions can be granted.
- First funding round - Catalyst Projects: Approximately 3-5 projects, depending on demand, will be awarded in an initial Catalyst Project round of funding, with letters of interest due in November of 2021. Competitive projects for this early Catalyst round should exceed the requirements of these guidelines, be ready to implement quickly, and will have

demonstration value. The Incentives Grant Program guidelines, application, and supporting materials may be refined after this first round. The goal of the Catalyst round is to complete exemplary and innovative examples of affordable housing projects or programs, to celebrate local governments who have made strong commitments in reducing barriers to affordable housing development and have urgent or time-sensitive projects ready for investment, and to help guide the expectations of applicants in the main round of funding.

- Regular cycle dates: The remainder of the funding will open next fall with a letter of intent (LOI) due in October of 2022. DOLA will monitor the progress of Planning Grant Program grantees and will open this funding round sooner if most grantees have completed their qualifying planning work early. It is unlikely DOLA will delay opening the main funding round later than November 2022. All awarded funds must be completely expended by June 30, 2024.
- Award amounts: Suggested maximum award amount is \$3 million; however, DOLA expects most awards to fall within the \$500,000 to \$1,000,000 range. Funding requests should be proportionate to the project's impact on local housing needs, community benefits added, and/or inequities addressed. A competitive strategy can be discussed in a pre-application meeting with DOLA.
- Match and leverage: A minimum of 20% local match of the total project cost is required. In-kind matching funds (e.g., staff time) do not count toward this requirement. However, DOLA will accept and encourage leveraging funding from partner agencies and will count land purchased or donated within the previous 12 months of application, private land donations, costs covered by foundations or housing authorities, and similar leveraging opportunities as local match. Note: all grant funds and matching funds must be spent by June 30, 2024.
- Match reduction/waiver: An applicant who lacks local resources to contribute may request a reduced level of matching funds and must consult with their [DOLA Regional Manager](#) and Division of Housing [Regional Development Specialist](#) about a reduced match before submitting their application. CDO staff will help facilitate this discussion in pre-application meetings. DOLA encourages communities to submit a letter of intent (LOI) even if they have concerns about the match requirement.
- Financial need: DOLA will consider financial need in making final award determinations.
- Administrative costs: A portion of the total award may be used to cover administrative expenses (e.g., public or nonprofit partner agency expenses such as project management, staff time spent on community engagement, etc.). Applicants intending to utilize more than 15% of their award amount for administrative costs will be expected to demonstrate hardship or other capacity constraints and should discuss this at a pre-application meeting with DOLA staff.
- Pre-development costs: Pre-development costs may also be eligible and will not count toward the administrative expense total. All predevelopment costs must be cleared in the pre-application meeting with DOLA in order to be considered. However, predevelopment costs will NOT be allowed in the Catalyst round of funding (December 2021) because this first cycle will focus on time-sensitive or shovel-ready projects (assumption is that these projects will have already completed pre-development elements).
- Off-site improvements: In cases where the grant is applied to an affordable housing development project, a portion of the funds may be committed to investments in the neighborhood in which the project is located so that the project brings investment and

community benefits into the neighborhood. While DOLA would like to preserve flexibility on the amount that can be spent on off-site improvements, we expect most applications will request up to 25% of the total award for these expenses. In any case, DOLA suggests a maximum of 50% of the total award to be set aside for off-site improvements (primarily for projects that address concerns of equity and/or where the amount for off-site improvements is proportionate to the impact on the needed affordable housing stock). The use of program funds to pay for these neighborhood improvements must first be approved by DOLA.

- **Number of applications:** Local governments may apply for more than one project (in separate applications), but communities that have not been awarded funds in previous rounds will take priority over communities with prior awards. One of the program's statutory funding priorities is to award funds around the state (i.e., geographic diversity).

### Scoring Criteria

Scoring will be used as a guideline to evaluate and rank projects while ensuring statutory priorities are met.

- **Readiness:** The applicant clearly shows they are ready to begin work on the scope of the project that the Incentives Grant Program award will fund; however, the applicant cannot bill for work done prior to the contract date. The applicant has a reasonable timeline for completion. A comprehensive project schedule is clearly documented and demonstrates certainty that the project will be completed before June 30, 2024. Staff and partner roles are clearly defined. All partners are officially committed to the project (support letters are helpful and any financial commitments should be clearly stated).
- **Capacity:** The applicant and its partners have organizational experience with and capacity to manage grants and to manage the overall project. Staffing and resources are sufficient to complete the project on time and with adequate public and stakeholder engagement and communications.
- **Impact on Housing:** It is clear how the project will contribute to meeting the documented affordable housing need in that community, with consideration of long term affordability. Projects that support a gap in housing need, create a larger number of units relative to the local need, serve an underrepresented or high needs resident group, and that mitigate impacts to marginalized or vulnerable communities will be most competitive. For homeownership projects, limited appreciation projects will be more competitive. Naturally occurring affordable housing projects are also acceptable (e.g., small lots, manufactured/mobile homes, acquisition) but DOLA will want assurance (which will vary depending on project type) of long term affordability protection.
- **Sustained Support:** The applicant must show broad support from stakeholders and community leadership (e.g., through adopted plans, policies, financial or in-kind commitments, and letters of support). Letters of support should come from all key project partners. Leveraged funds and resources are also important indicators of support from various partners. The applicant must demonstrate a continued commitment to incentivizing affordable housing development. An important part of this criterion is the applicant's plan for appropriate community and stakeholder engagement (which may have already been completed by the time of application), communications, and responsiveness. The application may include funds to support a high level of inclusive and sustained stakeholder engagement and partner communications throughout the project.

- **Geographic and Housing Type Diversity:** When making awards, DOLA will prioritize funding projects with different housing types and communities of different sizes and from different regions.
- **Implements Best Practices:** Applicants are encouraged to propose projects that embrace best land use practices to support affordable housing development. Such best practices may be based on successes in other Colorado communities or peer communities in other states.
- **Community Benefits:** The project or program is driven by community benefits, including but not limited to healthy environment and active living amenities, early childhood education and childcare centers, ADA accessibility, age-friendly design, renewable energy or energy efficiency, walkability, multi-modal access, public gathering or open space, connectivity to trails, proximity to jobs and schools, workforce development options, etc.
- **Sustainable Development Pattern:** The project supports sustainable development patterns such as infill and the redevelopment or adaptive reuse of existing buildings. The project is located outside of hazard areas. Greenfield development located far from transit access, jobs, grocery stores, public services, etc. will be less competitive.
- **Equity, Diversity, and Inclusion:** The applicant must show they have developed an inclusive and equitable stakeholder engagement strategy. Applicants must assess impacts of the project on marginalized and vulnerable populations. The application may include funds to support a high level of inclusive and sustained stakeholder engagement and partner communications throughout the project.
- **Extra Points:** Extra points may be earned if an applicant can show the project:
  - rehabilitates and repurposes a vacant commercial or industrial building in a core commercial or industrial area for affordable housing
  - is built to higher energy efficiency standards than required by the local jurisdiction or offset energy requirements through onsite renewable energy generation
  - ensures longer term affordability with a use covenant, regulatory agreement, or other deed restriction (e.g., restricted for more than 30 years)

### Application and Award Process Timeline

- First round- Catalytic Project round in 2021 (more details):
  - LOI: Local governments must submit a simple letter of intent by the due date in November 2021 (TBA) for the Catalytic round. Upon review, DOLA will schedule a pre-application meeting for all qualifying projects, and those that do not qualify will be notified. This consultation protects the applicant's time and money spent planning and increases the likelihood of funding success. A pre-application meeting also gives DOLA staff an opportunity to present additional leverage options or alternative funding sources (e.g., DOH programs) that would be a good fit for the project in question.
  - DOLA will approve local governments with the most competitive projects to submit applications through the Division of Local Government [Online Grants Portal](#) per the Notice of Funding Available (NOFA) in December 2021. Visit the [program webpage](#) for more information.
  - DOLA intends to fund 3-5 projects in this first pilot cycle. Applications not selected for the Catalyst Project round can be resubmitted for the main round of funding (applications due in November of 2022).

- Applications for the initial Catalyst Project round will be reviewed and awarded by the end of February 2022. DOLA will work to finalize grant agreements or contracts within 2 months from the time of award.
- An award letter announcing a decision to provide project funding is not a formal obligation of funds by the State; rather, it is an offer to enter into a grant contract for the dollar amount and project specified. Award conditions may be stated as a contingency in the letter. Such conditions must be met either prior to or during the project performance period at the discretion of DOLA.
- Grantees cannot begin work on a project that has been awarded grant funds until after receiving an executed contract from DOLA. An executed grant contract is one that has been signed by the State Controller. Local governments must follow their own procurement rules.
- All applicants requesting funds for projects listed on the State Register of Historic Properties must indicate in their application that History Colorado, Office of Archaeology and Historic Preservation (OAHP) is engaged in the project when applying for a grant. Any design, construction and/or engineering documents, quotes from contractors following the Secretary of the Interior's Standards for Rehabilitation, and photos must be attached to the application. Prior to awarding a grant for a state-listed site, DOLA will seek a determination of effect from the OAHP via official board action—no grant dollars can be awarded by DOLA without a determination of effect being completed first. Applicants are encouraged to reach out to DOLA staff for assistance with listed historical properties. These federal ARP funds do not, on their own, trigger NEPA requirements.
- Applicants must disclose whether they can receive state general funds without impacting their TABOR limits. If state funds cannot be used, DOLA may assign federally-sourced dollars.
- Grantees will be required to submit for reimbursement and report quarterly until the project is completed and will be required to report minimal metrics after the project is closed (e.g., number of affordable housing units approved for development in the grantee's jurisdiction). See the program application for more details on reporting requirements.

Any questions or concerns may be directed to [KC.McFerson@state.co.us](mailto:KC.McFerson@state.co.us).

### Final List of Qualifying Strategies (to be Eligible for Incentives Grants):

1. The use of vacant publicly owned real property within the local government for the development of affordable housing;
2. The creation of a program to subsidize or otherwise reduce local development review or fees, including but not limited to building permit fees, planning waivers, and water and sewer tap fees, for affordable housing development;
3. The creation of an expedited development review process for affordable housing aimed at households the annual income of which is at or below one hundred twenty percent of the area median income of households of that size in the county in which the housing is located;
4. The creation of an expedited development review process for acquiring or repurposing underutilized commercial property that can be rezoned to include affordable housing units, including the preservation of existing affordable housing units;
5. The establishment of a density bonus program to increase the construction of units that meet critical housing needs in the local community;
6. With respect to water utility charges, the creation of processes to promote the use of sub-metering of utility charges for affordable housing projects and the creation of expertise in water utility matters dedicated to affordable housing projects;
7. With respect to infrastructure, the creation of a dedicated funding source to subsidize infrastructure costs and associated fees related to publicly owned water, sanitary sewer, storm sewers, and roadways infrastructure;
8. Granting duplexes, triplexes, or other appropriate multi-family housing options as a use by right in single-family residential zoning districts;
9. The classification of a proposed affordable housing development as a use by right when it meets the building density and design standards of a given zoning district;
10. Authorizing accessory dwelling units as a use by right on parcels in single family zoning districts that meet the safety and infrastructure capacity considerations of local governments;
11. Allowing planned unit developments with integrated affordable housing units;
12. Allowing the development of small square footage residential unit sizes;
13. Lessened minimum parking requirements for new affordable housing developments;
14. The creation of a land donation, land acquisition, or land banking program;
15. An inclusionary zoning ordinance (per CRS 29-20-104(1)); and
16. Other novel, innovative, or creative approaches to incentivize affordable housing development.