

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, May 2, 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. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.*)
 - A. **APPROVAL OF MINUTES** – April 4, 2022 Regular Meeting.
 - B. **APPROVAL OF MINUTES** – April 18, 2022 Regular Meeting.
 - C. **APPROVAL OF EXPENDITURES** – Approval of bills for various Town funds in the amount of **\$17,211.16.**
- VI. **CITIZEN COMMENTS**
- VII. **PROCLAMATIONS, PRESENTATIONS AND UPDATES**
 - A. Proclamation Recognizing May 1-7, 2022 as Municipal Clerks’ Week.
 - B. Proclamation Recognizing May 4, 2022 as International Firefighters’ Day.
 - C. Presentation of 2021 Financial Audit by Tim Mayberry of Mayberry & Company, LLC.
- VIII. **PUBLIC HEARINGS**
 - A. Should the Board Approve the adoption of Resolution No. 19, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A ENHANCED SALES TAX INCENTIVE PROGRAM (ESTIP) AGREEMENT BETWEEN THE TOWN AND BRIAN BECK FOR OTTO’S.”?**
 - B. Should the Board Approve the adoption of Resolution No. 20, 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 KELSEY HANLEY FOR 615 BOGUE STREET.”?**
- IX. **NEW BUSINESS**
 - A. Should the Board Approve the adoption of Resolution No. 21, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT WITH TIM MILLONZI’S/TAKA-SUSHI, INC. DBA MILLONZI’S RESTAURANT FOR THE USE OF TOWN-OWNED PROPERTY.”?**
 - B. Should the Board Approve the adoption of Resolution No. 22, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT WITH BOBBY MCCALL / MCCALL ENTERPRISES, DBA MCCALL’S PARK BAR FOR THE USE OF TOWN-OWNED PROPERTY.”?**
 - C. Should the Board Approve the adoption of Resolution No. 23, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT WITH ELLEN CANCHOLA / SOUTH PUB AND GRILL, DBA PLATTE RIVER SALOON FOR THE USE OF TOWN-OWNED PROPERTY.”?**

- D. Should the Board Approve the adoption of Resolution No. 24, Series of 2022, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ESTABLISHING A FEE WAIVER AND REDUCTION POLICY FOR AFFORDABLE WORKFORCE HOUSING DEVELOPMENT.**”?
- E. Should the Board Approve the adoption of Resolution No. 25, Series of 2022, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT OR CONTRACT WITH PAVING AND PAVEMENT MAINTENANCE SERVICES, INC. FOR THE FAIRPLAY PAVING OVERLAY PROJECT.**”?
- F. Should the Board Approve the adoption of Resolution No. 26, Series of 2022, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING DEPARTMENT SERVICES.**”?
- G. Should the Board Approve the adoption of Resolution No. 27, Series of 2022, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ESTABLISHING PROCEDURES FOR DESIGNATING AUTHORIZED VOLUNTEERS OF THE TOWN.**”?
- X. **OTHER BUSINESS**
- XI. **STAFF AND BOARD OF TRUSTEE REPORTS**
- XII. **ADJOURNMENT**

Upcoming Meetings/Important Dates

Park County Commissioners Meeting	May 3, 2022
ColoTrust Participant Reception in Buena Vista	May 5, 2022
CML Effective Governance Virtual Workshop	May 16, 2022
<i>Fairplay Board of Trustees Regular Meeting</i>	<i>May 16, 2022 @ 6 PM</i>
Park County Commissioners Meeting	May 17, 2022
Fairplay Cemetery Clean Up	May 21, 2022
CML Spring Outreach Meeting in Buena Vista	May 23, 2022
Park County Commissioners Meeting	May 24, 2022
Fairplay Town Clean Up	June 3, 4 & 5, 2022
Huck Finn Day	June 4, 2022
South Park Trails Heavy & Heavy Half Marathons	June 11, 2022
CML Annual Conference	June 22-24, 2022
Fairplay’s 1 st 2022 Free Concert Friday with Split Window	June 24, 2022

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES**

APRIL 4, 2022

CALL TO ORDER:

A Regular Meeting of the Board of Trustees for the Town of Fairplay was called to order by Mayor Frank Just on Monday, April 4, 2022 at 6:00 p.m. in the Board Room located in the Fairplay Town Hall at 901 Main Street, having previously been posted in accordance with Colorado Open Records law.

PLEDGE OF ALLEGIANCE AND ROLL CALL

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

Staff in attendance were Town Treasurer Kim Wittbrodt, Police Chief Bo Schlunsen, Town Attorney Nina Williams (virtually by Zoom) and Town Administrator / Town Clerk Janell Sciacca.

APPROVAL OF AGENDA

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

CONSENT AGENDA

- A. APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$45,451.83.

Motion #2 by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, to approve the Consent Agenda as written. A roll call vote was taken: Stapp – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

CITIZEN COMMENTS – None.

UNFINISHED BUSINESS

Town Administrator Sciacca noted an unscheduled item that was being brought back up from earlier in the year when the person the Town was to recognize was not able to attend. She then turned the floor back over to Mayor Just who announced recognition of Town Treasurer Kim Wittbrodt for 10 years of service as of February 28, 2022. Just presented her with a plaque and the Board thanked her for her dedication to the Town of Fairplay. Wittbrodt thanked the Board for the honor.

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.”**?

Town Treasurer Wittbrodt provided an overview of the Staff Report and application from Brian Beck for improvements to the building which will house Otto’s. She recommended approval as presented. Applicant Brian Beck stated he was happy to be in Fairplay, happy to have this business and was

appreciative of all his interactions so far with the Town. He also hoped to accomplish the project prior to his planned opening in early May. Beck also noted the addition of the commercial freezer unit outside and stated he would work with the Town at a future date on how best to deal with that. There were no comments for or against the application and there were no questions from the Board.

Motion #3 by Trustee Voorhis, seconded by Trustee Stapp to approve adoption of Resolution No. 12, Series of 2022, as presented authorizing a PIP with Brian Beck for the 450 Hwy reroof. A roll call vote was taken: Stapp – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

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.”?

Town Administrator Sciacca presented an overview of the Staff Report. She noted that Staff and the contractor met virtually the previous week with State of Colorado Revolving Loan Fund Staff to discuss loans and grants and the updating of the Town’s prequalification status for facilities. She also reported Staff would also be submitting Congressionally Directed Spending Grant applications for this and the project to Senators Bennet and Hickenlooper. Mayor Just pointed out that this would take the Town to 60% of design and development of the entire project and to get from 60-95% would be an additional cost. This phase’s cost is \$59,541.00 and is a very reasonable cost. He commended Hardesty for the proposal and requested direction be given to the team to do anything possible to accelerate the project so it does not become a has to. Sciacca replied at this time the only thing that would speed it up is self-funding and the Board generally agreed that was not the desire route at this time. Lynn commented on making sure Staff is up to speed with how to manage all the facilities if/when they are realized. Sciacca advised that the young Staff of the Town was very interested learning and obtaining certifications and the Town supported this as well as rewarded them for

Motion #4 by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, to approve adoption of Resolution No. 13, Series of 2022, approving a Professional Services Agreement with Hardesty Engineering and Mapping, LLC as presented. A roll call vote was taken: Stapp – aye; Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

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.”?

Town Administrator Sciacca presented an overview of the Staff Report. She noted that Staff was recommending automatic renewal and requested the Board’s direction to modify to remove that if they desired. Mayor Just reminded that a past Town Attorney recommended not doing automatic renewals in the interest of transparency and not committing another Board to something they did not vote on. He also recommended that all such agreements have January renewals making it easier to budget for and track. He also wanted to see presentations from each as to statistics, accomplishments, etc. Trustee Lynn commented that he would like to make sure overall expectations were clearly communicated and financial obligations properly accounted for by the Town. Treasurer Wittbrodt advised all she billed leaseholders and payments were tracked in a revenue line. There was a short discussion regarding the heating expense and Mayor Just suggested turning the thermostat down from 60 to 50 degrees.

Motion #5 by Trustee Voorhis, seconded by Trustee Lynn, to approve adoption of Resolution No. 14, Series of 2022, approving a Lease Agreement with the South Park Food Bank for use of 501 Main as amended. A roll call vote was taken: Stapp – aye; Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

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.”?

Town Administrator Sciacca presented an overview of the Staff Report noting this was a housekeeping item brought up during the budget process and recommended by Trustee Voorhis to change the title of the permit to Commercial Fishing License. Trustee Dodge inquired if this would be published in the paper and Sciacca replied yes, all code changes require publication. Trustee Voorhis requested clarification that the 5% was based on use of the Town’s facility only and not overall earnings. Sciacca replied that was correct and the Town would be setting up a special line to account for those reviews which would be strictly dedicated to improvements at the Beach. She also noted that she and Town Treasurer Wittbrodt also worked together to revised the application accordingly.

Motion #6 by Mayor Pro Tem Dodge, seconded by Trustee Stapp, to approve adoption of Ordinance No. 5, Series of 2022, amending Article IV of the Fairplay Municipal Code. A roll call vote was taken: Stapp – aye; Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

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.”?

Town Administrator Sciacca presented an overview of the Staff Report reminded of the situation that transpired during the summer with the moving of the stone building down Main Street to the South Park City Museum. She reminded that at that time it was discovered by Staff that the previously existing portion of the code that addressed building moves was overwritten with the adoption of the UDC. This was another housekeeping item to recodify the previously existing process and requirements and was being moved to Chapter 18 under Building Regulations. Mayor Just commended Sciacca for discovering that there was no required interaction with any of the regulating agencies and protecting the Town.

Motion #7 by Trustee Voorhis, seconded by Trustee Lynn, to approve adoption of Ordinance No. 6, Series of 2022, amending Chapter 18 of the Municipal Code as presented. A roll call vote was taken: Stapp – aye; Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

OTHER BUSINESS – None.

BOARD OF TRUSTEE AND STAFF REPORTS

Mayor Just asked if there were any questions regarding Staff Reports. Mayor Pro Tem Dodge asked if Treasurer Wittbrodt knew why the Cigarette Tax was up. Wittbrodt did not and Sciacca advised it was probably vaping related.

Dodge also stated he was looking forward to all the Public Works cleaning that was coming up and he was looking forward to the Town Clean Up Day and Cemetery Clean Up. Sciacca stated that Staff did have a

question regarding the Cemetery Clean Up, specifically related to the Legion. Events Coordinator Bullock reached out to Mark Zeigler about whether or not they wanted to help again this year. He was indifferent noting that many of their members had aged out of being able to help but they would still put flags on the graves. Just provided some history and stated he was in favor of letting the Staff perform the clean up at their schedule instead of waiting for a specific time but Dodge could certainly organize a group to help as well as perform general clean up throughout the year.

Mayor Just noted the addition of full-time Officer Amanda Orcutt who was previously with the Town of Alma. He stated she had worked part time for the Town and was a great fit and allowed the Town to provide 24/7 coverage as well assist the County with calls in this area. He also thanked Public Works Director Graham for organizing the Town crew to put down road base at the Habitat Project site for the groundbreaking. He noted that there were multiple comments about how nice the site looked and it was a great kick off for event.

Town Administrator Sciacca reported that CDOT would be replacing the signs around the school during the upcoming 2 weeks if the weather held out. Mayor Just added that he and Superintendent Bear had talked and felt the overall improvements would make a significant difference once completed.

Town Administrator Sciacca advised that she requested an official notice from CDOT that the Town could share advising of the US 285 and Highway 9 project so it could be shared in newsletters and on social media to let everyone know it was being postponed.

Mayor Just reported that the current design of the deck for the building at 501 Main had been discovered by him to be in the CDOT right-of-way and he asked Sciacca to obtain the CAD drawings to confirm so it could be moved and redesigned to fit inside the property line.

Mayor Pro Tem Dodge advised that he was walking his dog in the Beach area and he notice how bad it was and might be coming to the Town for trash bags. Trustee Voorhis noted the School Honor Society also was looking to do clean up in that area. Administrator Sciacca stated she preliminarily inquired with Staff about purchasing trash grabbers and dog poop scoopers that could be kept at Town Hall and checked out.

Trustee Lynn reported that his friend Eric from Summit Rolloffs, and his associate Kathryn Slaughter, had contacted him about the potential of starting a recycling program in Fairplay. He asked for direction on how to proceed. He also noted there was significant interest in a Community Garden but according to CSU Extension Director Barbie Garnett there was no room at the County Fairgrounds. Lynn said this year would probably be the planning and grant writing phases.

Trustee Voorhis thanked Staff for picking up and disposing of the chair in front of the condos on Castello. He inquired about the status of water and sewer fee changes. Sciacca advised that Staff was still working on this and SGM Engineer Deron Dirksen was going to share a report he was working on for Buffalo Mountain Metro District that would provide Fairplay information of current fees being charged by other entities for and Staff would bring recommendations back to the Board as soon as all information was obtained. Voorhis also expressed concern about the Fire District and lack of response from the Fire Marshal. He had contacted the Fire District on behalf of the USFS and did not get a response and suggested the Town write a letter to the Board. Following additional discussion, Sciacca was directed to contact a Board member about the ongoing lack of response but also move forward to obtain information on the potential of contracting plan review and fire inspection services out in order to protect the Town.

Mayor Just adjourned the Regular Meeting at 7:20 PM. Trustee Stapp excused herself and the Board moved into the Work Session.

WORK SESSION – Preliminary discussion regarding Workforce/Attainable Housing in Fairplay.

Town Attorney Nina Williams joined the meeting virtually via Zoom. Town Administrator Sciacca provided an introduction and Town Attorney reviewed the DOLA Local Government Affordable Housing Incentives Grant Program Guideline which outlined the List of Qualifying Strategies for grant eligibility. The Board provided direction to Williams to draft a resolution to memorialize the existing fee waiver policy, other resolutions to implement appropriate programs and appropriate and applicable ordinances for code changes and bring them back to future meetings. Mayor Just shared that Commissioner Elsner made a promise to him at the Habitat event relative to scheduling a meeting between the County and Fairplay to discuss where we go from here. Sciacca shared that she received an exciting call on Friday afternoon from CDOT representative John Lorme proposing a Workforce Housing project in Fairplay and they wanted to meet next week on-site for a preliminary meet and greet and discussion. The project would be similar to the one going up in Frisco. The Work Session was adjourned at 8:01 PM with Sciacca advising that she and Williams would begin bringing action items back to the Board as directed.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES**

APRIL 18, 2022

CALL TO ORDER:

A Regular Meeting of the Board of Trustees for the Town of Fairplay was called to order by Mayor Frank Just on Monday, April 18, 2022 at 6:00 p.m. in the Board Room located in the Fairplay Town Hall at 901 Main Street, having previously been posted in accordance with Colorado Open Records law.

PLEDGE OF ALLEGIANCE AND ROLL CALL

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

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

APPROVAL OF AGENDA:

Motion #1 by Trustee Voorhis, seconded by Trustee Stapp, that the agenda be adopted as amended. A roll call vote was taken: Stapp – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

CONSENT AGENDA

- A. APPROVAL OF MINUTES** – March 21, 2022 Regular Meeting.
- B. APPROVAL OF EXPENDITURES** – Approval of bills for various Town funds in the amount of **\$47,137.27**.

Motion #2 by Mayor Pro Tem Dodge, seconded by Trustee Stapp, to approve the Consent Agenda as written. A roll call vote was taken: Stapp – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

CITIZEN COMMENTS – None.

NEW BUSINESS

- A.** Administration of Oaths of Office to and seating of Newly Elected Mayor Frank Just and Trustees Peter Lynn and Joshua Voorhis.

Town Administrator / Clerk Sciacca reminded that the April 5, 2022 election had been cancelled as per State law and the Fairplay Municipal Code due to the fact that there were not more candidates than seats open and those candidates that did submit petitions were declared elected to 4 -year terms as follows: Frank Just, Mayor Josh Voorhis, Trustee and Peter Lynn, Trustee. Sciacca then proceeded to administer an Oath of Office to each.

- B.** Comments from and presentation to outgoing Trustee Eve Stapp.
Mayor Just provided departing comments for Stapp and presented her a wooden plaque recognizing her years of service while Sciacca presented her with a bouquet of flowers. Stapp thanked everyone and gave some words of advice to candidates for the open seat. She was thanked by the Board, Staff and citizens in attendance with a round of applause and then left the dais.

C. Interviews with Trustee applicants and selection and seating of new Trustee to fill the vacant seat on Board, along with administration of Oath of Office.

Administrator Sciacca reminded of the process required by the Municipal Code to fill a vacant seat and reported that the required postings made soliciting applicants for the position had resulted in 3 letters of interest from qualified electors Isaiah Goodreau, William Pike, Jeff Eastham. She noted a 4th application had been received from Jenny Anderson who was not eligible due to the fact she had not resided in the Town for the required 1-year preceding April 18.

Mayor just invited each candidate to make a brief statement about himself and his interest in filling the seat.

William Pike stated he had lived in Fairplay for 24 years, served on the Board for the Northwest Fire Protection District and was an electrical inspection. He wanted to help fight the drug issue, help the Town get better at what it does and felt being a part of the Town and helping it prosper would be a great thing. He closed by stating from Mayor Gabby Lane for years tried to get him to serve and following in his footsteps would be a great honor.

Isaiah Goodreau stated he lived in the community for almost 8 years and would like to serve while coming from an unbiased, neutral standpoint to come up with creative solutions by breaking down problems. He felt there should be a balanced approach and he wanted to help. Goodreau closed by stating he wanted to learn more about the community workings while helping to positively maintain it which he felt would help with a drug problem.

Jeff Eastham stated he lived in Fairplay most of his life while his family had been in Park County for almost 100 years. He was a small business owner and wanted to help clean up the long-term problem of proliferation of unregistered vehicles, woodpiles, trash , etc. while also making Main Street improvements and working on the housing issue.

Mayor Pro Tem Dodge inquired why the candidates did not run for the seat when nomination petitions were being accepted for the election. Pike replied his prior job often interfered with his ability to make meetings, but now as a small business owner and State electrical inspector working primarily in Park County, he would be able to commit the time. Goodreau replied his age was a factor and sometime when younger you don't make the best decisions so as he has aged he was seeing what was more valuable. Eastham replied he was hands on business owner and spent a lot of time on the road, so he had trouble making meetings, but over the years he spoke to former Mayor Gabby Lane and then transferred sharing information with Mayor Just who urged him to but now he felt it was time for him to step up. Trustee Lynn thanked each for applying and advised that there would be a lot to learn, but he appreciated them stepping up.

Mayor Just thanked each for their interest and advised the appointment would be for a 2-year term ending April 2024 and advised the appointee could chose to run for office to extend their term of office at that time. Sciacca advised of the Board's option to vote, either by regular verbal motion or ballot.

Motion #3 by Mayor Just, seconded by Mayor Pro Tem Dodge, to conduct a open vote by written ballot. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

Sciacca distributed blank quarter sheets of paper to each member of the Board. She then collected them and read the votes out loud as follows:

- ✓ Isaiah Goodreau – Trustee Lynn
- ✓ Isaiah Goudreau – Trustee Voorhis
- ✓ Jeff Eastham – Mayor Just
- ✓ Isaiah Goodreau – Mayor Pro Tem Dodge

Mayor Just invited Goodreau forward where Sciacca administered his Oath and then he took his seat at the Dais. Just implored the other candidates to stay involved. Goodreau stated he was looking forward to serving and he hoped to be a good asset to the Town while maximizing happiness for the community.

D. Selection of Mayor Pro Tem.

Mayor Just requested a motion for a candidate. Dodge advised he would continue in the capacity if the other Board members supported it.

Motion #4 by Trustee Voorhis, seconded by Mayor Just, to nominate Scott Dodge as Mayor Pro Tem. A roll call vote was taken: Goodreau – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

- E. Should the Board Approve the adoption of Resolution No. 15, Series of 2022, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING KIM WITTBRODT AS TOWN TREASURER.”?**

Motion #5 by Trustee Voorhis, seconded by Mayor Just, to approve adoption of Resolution No. 15, Series of 2022, as presented appointing Kim Wittbrodt Town Treasurer. A roll call vote was taken: Goodreau – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

- F. Should the Board Approve the adoption of Resolution No. 16, Series of 2022, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING THE FIRM OF WILSON WILLIAMS, LLP AS TOWN ATTORNEY.”?**

Motion #6 by Mayor Pro Tem Dodge, seconded by Trustee Lynn, to approve adoption of Resolution No. 16, Series of 2022, as presented appointing Wilson Williams, LP Town Attorney. A roll call vote was taken: Goodreau – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

- G. Should the Board Approve the adoption of Resolution No. 17, Series of 2022, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING BRIAN GREEN AS MUNICIPAL COURT JUDGE.”?**

Motion #7 by Trustee Voorhis, seconded by Trustee Goodreau, to approve adoption of Resolution No. 17, Series of 2022, as presented appointing Brian Green Municipal Court Judge. A roll call vote was taken: Goodreau – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

- H. Should the Board Approve the adoption of Resolution No. 18, Series of 2022, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING JANELL SCIACCA AS TOWN CLERK AND TOWN ADMINISTRATOR.”?**

Motion #8 by Trustee Voorhis, seconded by Trustee Lynn, to approve adoption of Resolution No. 18, Series of 2022, as presented appointing Janell Sciacca Town Clerk and Town Administrator. A roll call vote was taken: Goodreau – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

- I. Should the Board Approve the adoption of Ordinance No. 7, Series of 2022, entitled, **“AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO RESCINDING THE TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING AND APPROVAL OF APPLICATIONS FOR ALL SHORT-TERM RENTAL LICENSES ON MAY 2, 2022, AND DECLARING AN EMERGENCY.”?**

Administrator Sciacca provided an overview of the Staff Report and advised that if the ordinance was approved as recommended, the Town would begin distributing formal applications and begin accepting them on May 2, 2022. She added that as per Section 6 of Ordinance No. 4, applications submitted by current business licensees who operate a short-term rental would be processed first. She reported that an email had been received from Chief Olme of the Northwest Fire Protection District requesting a list of addresses of potential licenses and stated Fire personnel would get started working on those inspections. She also noted that she spoke to Charles Abbott Associates at the CCCMA Conference in Glenwood Springs last week and they advised they could provide the inspection services as a specific contract with the Town if necessary. However, the Town would move forward anticipating the Fire District would be completing the inspections as originally planned.

Motion #9 by Trustee Voorhis, seconded by Trustee Lynn, to approve adoption of Ordinance No. 7, Series 2022, as presented. A roll call vote was taken: Goodreau – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

OTHER BUSINESS – None.

BOARD OF TRUSTEE AND STAFF REPORTS

Town Administrator reported on several CDOT grant opportunities. Trustee Dodge advised that there is 4.3 million available in Fairplay’s region for multi-modal projects and the deadline is May 6 with presentation to be made on May 23 in Divide to the TPR. Funds would have to be spent by 2026. Dodge added that the required match was 50% but it could be waived or reduced. Sciacca added that she had also been contacted by someone representing private citizens wanting to help with projects along the river and had forwarded them the River Park information. Dodge advised the Town could apply to the County Land Water Trust Fund as well. She then noted CDOT Transportation Demand Management funding which just opened and Staff would look to see what projects might apply. She reminded the Town was being looked at as a mobility hub and a colleague with Cripple Creek was seeking to re-allocate busses they had that were replaced with new ones and that could be an option for reducing emissions and congestion, but the Town would have to provide the personnel. She was speaking with Glen Krause as well who was looking at what options for that funding was available. Sciacca also announced that CDOT requested a meeting on Friday, April 22, to discuss a Workforce Housing project at the barn on Hathaway. She reached out to the County and School District to attend and Lorme already had buy in from CSP and DOPW and had reached out to the Governor’s Office also. Sciacca also reported that there had been a call from a restaurant on Front Street inquiring if the Town would again support the Communal Dining Areas on Front Street. Mayor Just reminded the last approvals expired in late 2021 and he had not seen any negative impacts from those. He felt those areas actually slowed traffic down on Front and helped to increase business. Overall, the Board generally supported allowing for these areas again and directed Staff to present the associated Revocable License Agreements back to them at a future meeting. Treasurer

Wittbrodt advised that the only issues she was aware of was the fencing and control and one business that was not a restaurant just sitting tables in the street with no fencing. Mayor Just advised the Board could further discussion fine-tuning on May 2 when the agreements were presented. Sciacca also reported that Staff submitted 2 separate \$3 million dollar Congressionally Directed Spending applications to Senators Bennet and Hickenlooper.

Mayor Pro Tem Dodge reported that he was taking continuing education classes and recently attended one on water rights which reaffirmed how important it is for the Town to protect its resources.

Trustee Lynn inquired about pothole and street deterioration issues with the snow melt. Public Works Director Graham replied many of those would be addressed in the street paving overlay project. Mayor Just added that he, Public Works Director Graham and Town Administrator Sciacca recently conducted the Town assessment and bids were being solicited and would be presented to the Board at a future meeting.

Trustee Dodge also reported that there had been several citizen comments about Fire Mitigation and what the Town could do so more discussions were warranted.

Mayor Just reminded the 285/9 CDOT project had been postponed but things were still going on behind the scenes and he specifically pointed out the natural gas line relocation. Trustee Goodreau stated he worked for Colorado Natural Gas and CNG was abandoning the current line on the north side of 285 and relocating it to the south side boring under the Platte. CNG would have to figure out different routes for making sure properties have heat and hot water. He said he would work with the Town. Sciacca added that CNG was completing a permit application for the relocation. Sciacca also reported that CDOT did also postpone the Curb Ramp project to the fall and that she saw them replacing signs at the school intersection on Main Street while it was closed for Spring Break.

ADJOURNMENT

There being no further business before the Board, Mayor Just declared that the Regular Meeting adjourned at 7:36 p.m.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt, Treasurer
RE: Paid Bills/Financial Statements
DATE: April 29, 2022

Agenda Item: Bills

Attached is the list of the invoices paid between April 15, 2022 and April 28, 2022.

Total Expenditures: \$17,211.16

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

Financial statements for all town funds through 3/31/2022 are attached.

Please contact me with any questions.

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
04/27/2022	18061	Colorado Bureau of Investi	fingerprint processing/back	1	04/27/2022	38.50	105070
04/27/2022	18062		fingerprint processing/back	1	04/27/2022	38.50	105070
04/27/2022	18063		fingerprint processing/back	1	04/27/2022	38.50	105070
Total 472:						115.50	
04/18/2022	18030	Colorado Mountain News	summit daily ads	1	04/05/2022	1,085.40	105174
04/18/2022	18030		summit daily ads	2	04/05/2022	725.60	105166
Total 538:						1,811.00	
04/18/2022	18037	Postal.Procs Southwest, Inc	water billing	1	04/11/2022	299.62	517218
Total 1699:						299.62	
04/18/2022	18041	Town of Fairplay	501 main	1	03/31/2022	303.15	105195
04/18/2022	18041		850 hathaway	1	03/31/2022	101.70	105186
Total 2134:						404.85	
04/18/2022	18042	USABlueBook	supplies	1	04/12/2022	267.89	105830
04/18/2022	18042		supplies	1	04/12/2022	30.67	517665
Total 2176:						298.56	
04/20/2022	18060	Xcel Energy	945 quarry road	1	04/14/2022	16.88	517490
Total 2296:						16.88	
04/20/2022	18051	CARD SERVICES	Postage	1	04/01/2022	7.84	105035
04/20/2022	18051		Supplies	2	04/01/2022	472.72	105030
04/20/2022	18051		Supplies	3	04/01/2022	20.99	105166
04/20/2022	18051		car wash	4	04/01/2022	12.25	105630
04/20/2022	18051		Supplies	5	04/01/2022	100.00	105645
04/20/2022	18051		credit for tool boxes	6	04/01/2022	845.50-	105625
04/20/2022	18051		credit for tool boxes	7	04/01/2022	845.50-	517242
04/20/2022	18051		training	8	04/01/2022	449.00	105015
04/20/2022	18051		Supplies	9	04/01/2022	110.10	105166
04/20/2022	18051		Supplies	10	04/01/2022	204.33	105150
04/20/2022	18051		Supplies	11	04/01/2022	136.22	105162
04/20/2022	18051		Supplies	12	04/01/2022	68.11	105171
04/20/2022	18051		Postage	13	04/01/2022	58.00	105170
04/20/2022	18051		Supplies	14	04/01/2022	9.99	105030
04/20/2022	18051		Supplies	15	04/01/2022	8.33	517480
04/20/2022	18051		Supplies	16	04/01/2022	312.26	105630
04/20/2022	18051		Food for meeting	17	04/01/2022	10.30	517630
04/20/2022	18051		Supplies	18	04/01/2022	335.98	105630
04/20/2022	18051		training	19	04/01/2022	337.50	105424
04/20/2022	18051		training	20	04/01/2022	385.00-	105424
04/20/2022	18051		training	21	04/01/2022	149.99	517630
04/20/2022	18051		Food for meeting	22	04/01/2022	13.17	517630
04/20/2022	18051		Supplies	23	04/01/2022	6.32	105630
04/20/2022	18051		car wash	24	04/01/2022	10.25	105420
04/20/2022	18051		Postage	25	04/01/2022	58.00	105035

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
04/20/2022	18051		registration fee	26	04/01/2022	10.00	105162
04/20/2022	18051		web hosting	27	04/01/2022	89.95	105130
04/20/2022	18051		Supplies	28	04/01/2022	26.39	105030
Total 2503:						889.21	
04/20/2022	18059	Wittbrodt, Kim	cell phone reimb	1	04/20/2022	50.00	105065
Total 2655:						50.00	
04/20/2022	18050	Bullock, Julie	cell phone reimburse	1	04/20/2022	25.00	517226
04/20/2022	18050		cell phone reimburse	2	04/20/2022	25.00	105645
Total 2812:						50.00	
04/18/2022	18029	Colorado Analytical Lab	well 4 test	1	04/13/2022	740.00	517495
04/18/2022	18029		water testing	1	04/15/2022	24.00	517475
Total 2864:						764.00	
04/18/2022	18032	Hazel Miller Entertainment	concert-deposit	1	04/18/2022	1,350.00	105150
Total 2951:						1,350.00	
04/18/2022	18033	Julia Anderson	2 chairs for mardi gras	1	04/18/2022	75.00	105166
Total 3039:						75.00	
04/18/2022	18039	SGM	town gis	1	02/22/2022	2,135.00	105655
04/18/2022	18039		middlefork	1	03/24/2022	39.00	105105
Total 3272:						2,174.00	
04/20/2022	18052	Ernst, Sarah	cell phone reimburse	1	04/20/2022	50.00	105065
Total 3313:						50.00	
04/20/2022	18057	TAC10	1 yr subscription/set up fee	1	04/20/2022	2,140.00	105465
Total 3403:						2,140.00	
04/20/2022	18048	Bannister, Chris	cell phone reimburse	1	04/20/2022	25.00	105645
04/20/2022	18048		cell phone reimburse	2	04/20/2022	25.00	517226
Total 3464:						50.00	
04/20/2022	18058	Wagner, Alex	cell phone reimburse	1	04/20/2022	25.00	105645
04/20/2022	18058		cell phone reimburse	2	04/20/2022	25.00	517226
Total 3506:						50.00	
04/20/2022	18053	Graham, Donovan	cell phone reimburse	1	04/20/2022	25.00	517226
04/20/2022	18053		cell phone reimburse	2	04/20/2022	25.00	105645
Total 3519:						50.00	
04/18/2022	18034	Kenosha Pest Specialist	pest control	1	04/13/2022	30.00	517260

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
04/18/2022	18034		pest control	1	04/13/2022	30.00	105025
Total 3564:						60.00	
Multiple	Multiple	Sean Dewitt	best marching parade	1	08/31/2021	100.00	105162
Total 3579:						100.00	
04/20/2022	18055	Sciacca, Janell	cell phone reimburse	1	04/20/2022	50.00	105065
Total 3583:						50.00	
Multiple	18017	Wilson Williams LLP	legal-bill back	1	03/31/2022	.00	105057
			legal-bill back	2	03/31/2022		105057
04/18/2022	18043		legal	3	03/31/2022	57.50	105057
04/18/2022	18043		legal	1	03/31/2022	1,651.10	105057
Total 3586:						1,708.60	
04/20/2022	18054	Kleinschmidt, Sean	cell phone reimburse	1	04/20/2022	25.00	105645
04/20/2022	18054		cell phone reimburse	2	04/20/2022	25.00	517226
Total 3590:						50.00	
04/18/2022	18040	SSP Waste Toilets	901 main	1	03/18/2022	282.00	105120
04/18/2022	18040		cohen park	1	03/18/2022	282.00	105842
04/20/2022	18056		fairplay beach port a pot	1	04/15/2022	233.05	105842
Total 3607:						797.05	
04/18/2022	18035	Kevin Baumhardt	refund lodging tax	1	04/18/2022	46.00	104096
Total 3610:						46.00	
04/18/2022	18031	Dan Kieu	refund lodging tax	1	04/18/2022	16.00	104096
Total 3611:						16.00	
04/18/2022	18036	Offen Petroleum, LLC	diesel fuel for generator	1	04/06/2022	1,101.89	517655
Total 3612:						1,101.89	
04/20/2022	18049	Brian Beck	PIIP-roof	1	04/20/2022	2,643.00	105185
Total 3613:						2,643.00	
Grand Totals:						17,211.16	

Report Criteria:

Detail report type printed

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-40-05 AD VALOREM TAX	71,294.67	71,531.98	234,399.00	162,867.02	30.5
10-40-10 SPEC. OWNERSHIP TAX	1,988.23	4,108.20	25,000.00	20,891.80	16.4
10-40-30 INTEREST ON PROPERTY TAX	.73	.73	500.00	499.27	.2
10-40-40 DELINQUENT TAXES	7.32	7.32	.00	(7.32)	.0
10-40-55 50% SHAREBACK OF R&B LEVY	2,470.98	2,547.31	7,000.00	4,452.69	36.4
10-40-60 MOTOR VEHICLE REGISTRATION	282.56	566.93	4,000.00	3,433.07	14.2
10-40-70 SALES TAX	105,862.84	346,202.89	1,507,693.00	1,161,490.11	23.0
10-40-75 SALES TAX - STREETS	35,287.61	115,400.26	502,565.00	387,164.74	23.0
10-40-80 HIGHWAY USER'S TAX	1,904.68	4,775.34	36,000.00	31,224.66	13.3
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	589.40	1,600.64	3,000.00	1,399.36	53.4
10-40-96 LODGING TAX	3,784.00	7,558.00	60,000.00	52,442.00	12.6
TOTAL TAXES	223,473.02	554,299.60	2,381,157.00	1,826,857.40	23.3
<u>LICENSES</u>					
10-41-10 LIQUOR LICENSES	2,600.00	2,950.00	3,000.00	50.00	98.3
10-41-30 DOG LICENSES	17.00	42.00	150.00	108.00	28.0
10-41-32 LIVESTOCK PERMIT	75.00	75.00	25.00	(50.00)	300.0
10-41-34 COMMERCIAL FISHING PERMIT	300.00	300.00	450.00	150.00	66.7
10-41-40 BUILDING PERMITS	864.00	864.00	5,000.00	4,136.00	17.3
10-41-41 SURCHARGE: STREETS	50.70	58.20	369.00	310.80	15.8
10-41-42 SURCHARGE: PARKS & REC	50.70	58.20	369.00	310.80	15.8
10-41-50 FRANCHISE TAX	6,865.34	6,865.34	58,000.00	51,134.66	11.8
10-41-60 GOLD PANNING PERMITS/DONATION	80.00	110.00	10,000.00	9,890.00	1.1
10-41-70 BUSINESS LICENSES	775.00	6,400.00	7,500.00	1,100.00	85.3
10-41-80 SIGN PERMITS	50.00	200.00	300.00	100.00	66.7
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	100.00	100.00	2,000.00	1,900.00	5.0
TOTAL LICENSES	11,827.74	18,022.74	88,583.00	70,560.26	20.4
<u>FEE INCOME</u>					
10-42-75 PLANNING & DEVELOPMENT FEES	50.00	1,175.00	20,000.00	18,825.00	5.9
10-42-90 COPIES & FAXES	.00	.00	200.00	200.00	.0
TOTAL FEE INCOME	50.00	1,175.00	20,200.00	19,025.00	5.8

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LAW ENFORCEMENT</u>					
10-45-05 TRAFFIC FINES	555.00	1,040.00	12,000.00	10,960.00	8.7
10-45-10 SURCHARGE: POLICE TRAINING	120.00	210.00	1,500.00	1,290.00	14.0
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	35.00	35.00	500.00	465.00	7.0
10-45-80 VIN INSPECTIONS	230.00	579.00	400.00	(179.00)	144.8
10-45-90 MISCELLANEOUS	145.00	475.00	1,000.00	525.00	47.5
TOTAL LAW ENFORCEMENT	1,085.00	2,339.00	16,170.00	13,831.00	14.5
<u>INTEREST INCOME</u>					
10-46-05 INTEREST ON COLOTRUST	152.74	251.88	150.00	(101.88)	167.9
10-46-30 INTEREST ON CHECKING	55.47	95.06	400.00	304.94	23.8
TOTAL INTEREST INCOME	208.21	346.94	550.00	203.06	63.1
<u>MISCELLANEOUS INCOME</u>					
10-47-00 MISCELLANEOUS INCOME	3,540.00	11,840.00	103,906.00	92,066.00	11.4
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	989.45	2,787.10	10,800.00	8,012.90	25.8
10-47-50 SUMMER CONCERT SERIES	.00	2,500.00	22,500.00	20,000.00	11.1
10-47-52 REAL COLORADO CHRISTMAS	.00	.00	500.00	500.00	.0
10-47-56 BURRO DAYS	1,995.00	4,075.00	50,000.00	45,925.00	8.2
10-47-59 BURRO DAYS RETAIL SALES	18.00	23.00	9,000.00	8,977.00	.3
10-47-62 501 MAIN - RENT & UTILITY	.00	.00	1,500.00	1,500.00	.0
10-47-65 MARDI GRAS	40.00	6,200.00	10,000.00	3,800.00	62.0
10-47-81 GRANT-COHEN PARK	.00	92,739.00	.00	(92,739.00)	.0
10-47-82 CAMPING PERMITS/FACILITY USE	30.00	30.00	600.00	570.00	5.0
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
TOTAL MISCELLANEOUS INCOME	6,612.45	219,157.73	234,503.00	15,345.27	93.5
TOTAL FUND REVENUE	243,256.42	795,341.01	2,741,163.00	1,945,821.99	29.0

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-50-02 401(A) EMPLOYER MATCH	285.83	763.24	4,271.00	3,507.76	17.9
10-50-05 SALARIES -ADMIN./CLERK/TREASUR	9,526.78	25,439.93	132,021.00	106,581.07	19.3
10-50-11 SS/MEDICARE EXPENSE	774.48	2,068.24	10,237.00	8,168.76	20.2
10-50-12 UNEMPLOYMENT EXPENSE	20.18	51.38	268.00	216.62	19.2
10-50-13 EMPLOYEE HEALTH INSURANCE	2,891.77	8,684.46	34,125.00	25,440.54	25.5
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	1,269.29	6,000.00	4,730.71	21.2
10-50-23 TOWN HALL EXPENSE - UTILITIES	722.48	1,720.21	6,000.00	4,279.79	28.7
10-50-25 TOWN HALL EXP - REPAIR & MAINT	30.00	194.97	15,000.00	14,805.03	1.3
10-50-27 TOWN HALL EXPENSE - SUPPLIES	5.64	180.67	1,500.00	1,319.33	12.0
10-50-30 OFFICE SUPPLIES	249.06	605.95	4,000.00	3,394.05	15.2
10-50-32 EQUIPMENT RENTAL	450.18	874.49	5,000.00	4,125.51	17.5
10-50-35 POSTAGE EXPENSE	58.00	179.08	750.00	570.92	23.9
10-50-40 BANK/CREDIT CARD FEES	227.90	581.48	480.00	(101.48)	121.1
10-50-50 ELECTION EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-50-55 BOARD OF TRUSTEE SALARY	135.00	210.00	1,800.00	1,590.00	11.7
10-50-57 TOWN ATTY LEGAL SERVICES	1,714.29	4,957.17	20,000.00	15,042.83	24.8
10-50-60 COMPUTER/SOFTWARE/SUPPORT	486.25	1,815.25	7,000.00	5,184.75	25.9
10-50-65 TELEPHONE/INTERNET	927.62	1,978.84	14,000.00	12,021.16	14.1
10-50-70 MISCELLANEOUS EXPENSE	100.73	732.79	6,000.00	5,267.21	12.2
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
TOTAL ADMINISTRATION	19,067.75	53,624.44	284,145.00	230,520.56	18.9
<u>COMMUNITY DEVELOPMENT</u>					
10-51-05 PROFESSIONAL FEES	1,393.50	5,030.75	40,000.00	34,969.25	12.6
10-51-10 EDUCATION/BENEVOLENCE (BOT)	.00	327.44	7,500.00	7,172.56	4.4
10-51-20 VISITOR CENTER	245.50	491.00	3,000.00	2,509.00	16.4
10-51-30 ADVERTISING AND MARKETING	2,428.01	3,271.69	15,000.00	11,728.31	21.8
10-51-34 TOWN BEAUTIFICATION	692.97	4,847.65	10,000.00	5,152.35	48.5
10-51-35 TOWN CLEAN UP	271.00	271.00	9,000.00	8,729.00	3.0
10-51-40 DUES AND MEMBERSHIPS	.00	290.00	500.00	210.00	58.0
10-51-50 TGIFAIRPLAY EXPENSE	129.74	154.66	22,500.00	22,345.34	.7
10-51-62 BURRO DAYS	141.22	236.72	43,000.00	42,763.28	.6
10-51-66 MARDI GRAS	4,613.75	7,277.81	10,000.00	2,722.19	72.8
10-51-70 MISCELLANEOUS EVENTS	105.96	105.96	5,500.00	5,394.04	1.9
10-51-71 FIREWORKS/4TH OF JULY	63.80	63.80	18,000.00	17,936.20	.4
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	1,643.02	4,942.65	12,000.00	7,057.35	41.2
10-51-95 501 MAIN STREET	2,060.99	4,991.35	16,000.00	11,008.65	31.2
10-51-96 501 MAIN STREET REMODEL	.00	516.00	200,000.00	199,484.00	.3
TOTAL COMMUNITY DEVELOPMENT	13,789.46	32,818.48	446,000.00	413,181.52	7.4

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL SYSTEM</u>					
10-53-02 401(A) EMPLOYER MATCH	10.84	27.92	139.00	111.08	20.1
10-53-05 MUNICIPAL JUDGE SALARY	668.08	1,832.35	8,685.00	6,852.65	21.1
10-53-10 COURT CLERK	361.41	931.21	4,308.00	3,376.79	21.6
10-53-11 SS/MEDICARE EXPENSE	78.75	211.38	994.00	782.62	21.3
10-53-12 UNEMPLOYMENT EXPENSE	2.06	5.29	26.00	20.71	20.4
10-53-13 EMPLOYEE HEALTH INSURANCE	88.29	266.05	1,052.00	785.95	25.3
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
TOTAL JUDICIAL SYSTEM	1,209.43	3,311.20	16,777.00	13,465.80	19.7
<u>PUBLIC SAFETY</u>					
10-54-01 POLICE SALARIES	22,448.09	53,441.53	282,713.00	229,271.47	18.9
10-54-04 PART TIME OFFICERS	1,107.25	2,442.50	14,950.00	12,507.50	16.3
10-54-05 PENSION CONTRIBUTION	2,140.29	6,055.94	34,491.00	28,435.06	17.6
10-54-08 POLICE SALARIES OVERTIME	302.10	302.10	.00	(302.10)	.0
10-54-10 UNIFORMS AND ACCESSORIES	1,056.91	1,056.91	5,000.00	3,943.09	21.1
10-54-11 SS/MEDICARE EXPENSE	414.06	964.55	5,243.00	4,278.45	18.4
10-54-12 UNEMPLOYMENT EXPENSE	47.71	(33.57)	595.00	628.57	(5.6)
10-54-13 EMPLOYEE HEALTH INSURANCE	5,548.55	16,766.87	97,212.00	80,445.13	17.3
10-54-14 WORKER'S COMPENSATION	.00	13,623.00	13,623.00	.00	100.0
10-54-15 FUEL	1,000.68	2,386.00	12,000.00	9,614.00	19.9
10-54-20 VEHICLE MAINTENANCE	22.00	750.54	15,000.00	14,249.46	5.0
10-54-24 PROFESSIONAL TRAINING EXPENSE	.00	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	6,137.76	24,551.00	18,413.24	25.0
10-54-30 RADAR & RADIO MAINTENANCE	11.85	244.42	1,000.00	755.58	24.4
10-54-32 AMMUNITION	.00	.00	500.00	500.00	.0
10-54-45 OPERATING SUPPLIES	55.79	81.78	1,000.00	918.22	8.2
10-54-50 EQUIPMENT EXPENSE	30,960.00	31,905.00	22,300.00	(9,605.00)	143.1
10-54-55 TELEPHONE - POLICE LINE	618.06	1,005.85	5,000.00	3,994.15	20.1
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	171.20	171.20	3,500.00	3,328.80	4.9
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
TOTAL PUBLIC SAFETY	67,950.46	151,564.27	562,614.00	411,049.73	26.9

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
10-56-01 SALARIES	11,894.66	32,266.85	151,362.00	119,095.15	21.3
10-56-02 401(A) EMPLOYER MATCH	356.86	968.04	4,600.00	3,631.96	21.0
10-56-10 SEASONAL WAGES	.00	.00	10,000.00	10,000.00	.0
10-56-11 SS/MEDICARE EXPENSE	909.96	2,468.45	11,984.00	9,515.55	20.6
10-56-12 UNEMPLOYMENT EXPENSE	16.87	41.47	470.00	428.53	8.8
10-56-13 EMPLOYEE HEALTH INSURANCE	2,353.04	7,089.02	39,099.00	32,009.98	18.1
10-56-14 WORKER'S COMPENSATION	.00	5,964.00	5,965.00	1.00	100.0
10-56-15 FUEL	598.72	987.42	5,000.00	4,012.58	19.8
10-56-25 REPAIRS & MAINT - EQUIPMENT	1,948.92	2,365.09	15,000.00	12,634.91	15.8
10-56-30 TOOLS, MAT'LS, & SUPPLIES	203.32	698.97	5,000.00	4,301.03	14.0
10-56-35 EDUCATION & TRAINING	.00	.00	2,000.00	2,000.00	.0
10-56-40 ELECTRIC STREET LIGHTS & SIGNS	958.45	2,722.05	12,000.00	9,277.95	22.7
10-56-45 TELEPHONE	206.40	497.10	2,700.00	2,202.90	18.4
10-56-50 MAINTENANCE BUILDING - UTILITY	1,214.91	3,421.52	8,600.00	5,178.48	39.8
10-56-55 MAPPING	1,537.00	2,037.00	.00	(2,037.00)	.0
10-56-60 VEHICLE RENTAL PAYMENT	4,364.17	10,663.34	22,620.00	11,956.66	47.1
10-56-70 STREET REPAIRS	1,985.77	2,961.87	250,000.00	247,038.13	1.2
10-56-82 TOWN SHOP BUILDING REPAIRS	176.49	176.49	7,500.00	7,323.51	2.4
10-56-90 EQUIPMENT	.00	.00	47,000.00	47,000.00	.0
TOTAL PUBLIC WORKS	28,725.54	75,328.68	600,900.00	525,571.32	12.5
<u>PARKS & RECREATION</u>					
10-58-30 TOOLS, MATERIALS, & SUPPLIES	(21.90)	1,084.30	5,500.00	4,415.70	19.7
10-58-41 PARKS UTILITIES	38.11	88.41	400.00	311.59	22.1
10-58-42 VAULT RESTROOMS MAINTENANCE	370.09	740.18	2,500.00	1,759.82	29.6
10-58-50 CEMETERY EXPENSE	.00	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
TOTAL PARKS & RECREATION	386.30	2,187.97	122,900.00	120,712.03	1.8
<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	4,080.00	4,080.00	4,500.00	420.00	90.7
10-61-23 TREASURER'S FEES - MILL LEVY	1,426.05	1,430.80	4,000.00	2,569.20	35.8
10-61-25 PUBLISHING EXPENSE	349.85	384.42	2,000.00	1,615.58	19.2
10-61-30 DUES & MEMBERSHIPS	.00	1,602.00	2,000.00	398.00	80.1
10-61-60 ABATEMENT	.00	.00	2,000.00	2,000.00	.0
TOTAL NON-DEPARTMENTAL EXPEND	5,855.90	27,110.04	30,607.00	3,496.96	88.6
TOTAL FUND EXPENDITURES	136,984.84	345,945.08	2,063,943.00	1,717,997.92	16.8
NET REVENUE OVER EXPENDITURES	106,271.58	449,395.93	677,220.00	227,824.07	66.4

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2022

		CONSERVATION TRUST FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
		-----	-----	-----	-----	-----
<u>INTERGOVERNMENTAL REVENUES</u>						
20-44-10	COLORADO LOTTERY FUNDS	1,258.02	1,258.02	4,500.00	3,241.98	28.0
	TOTAL INTERGOVERNMENTAL REVE	1,258.02	1,258.02	4,500.00	3,241.98	28.0
<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	1,258.02	1,258.02	4,510.00	3,251.98	27.9

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 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	1,258.02	258.02	(10,490.00)	(10,748.02)	2.5

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2022

		INTERNAL SERVICE FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
32-47-20	DEPT RENTAL PAYMENTS	8,345.09	22,606.10	103,676.00	81,069.90	21.8
	TOTAL REVENUE	8,345.09	22,606.10	103,676.00	81,069.90	21.8
	TOTAL FUND REVENUE	8,345.09	22,606.10	103,676.00	81,069.90	21.8

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2022

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
32-58-10 POLICE VEHICLES	39,317.85	39,317.85	.00	(39,317.85)	.0
32-58-20 PUBLIC WORK EQUIPMENT	.00	145,750.00	150,000.00	4,250.00	97.2
TOTAL EXPENDITURES	<u>39,317.85</u>	<u>185,067.85</u>	<u>150,000.00</u>	<u>(35,067.85)</u>	<u>123.4</u>
TOTAL FUND EXPENDITURES	<u>39,317.85</u>	<u>185,067.85</u>	<u>150,000.00</u>	<u>(35,067.85)</u>	<u>123.4</u>
NET REVENUE OVER EXPENDITURES	<u>(30,972.76)</u>	<u>(162,461.75)</u>	<u>(46,324.00)</u>	<u>116,137.75</u>	<u>(350.7)</u>

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2022

		FAIRPLAY UTILITY ENTERPRISE				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER REVENUE</u>						
51-42-05	POTABLE WATER	32,490.90	93,580.20	400,000.00	306,419.80	23.4
51-42-20	LIEN REVENUE	1,475.58	1,475.58	8,200.00	6,724.42	18.0
51-42-32	WATER FACILITY MAINTENANCE FEE	.00	121.82	500.00	378.18	24.4
51-42-34	WATER METERS, PRV, PARTS	254.42	254.42	1,000.00	745.58	25.4
51-42-36	PENALTY NON-COMPLIANCE	40.00	120.00	480.00	360.00	25.0
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	34,260.90	95,552.02	424,680.00	329,127.98	22.5
<u>WASTEWATER REVENUE</u>						
51-46-05	WW USER FEES	56,076.00	168,176.20	668,880.00	500,703.80	25.1
51-46-20	LIEN REVENUE	1,607.80	1,607.80	.00	(1,607.80)	.0
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	57,683.80	169,784.00	685,682.00	515,898.00	24.8
<u>INTEREST/FEE REVENUE</u>						
51-48-10	INTEREST ON INVESTMENTS	111.08	186.10	200.00	13.90	93.1
51-48-30	LATE FEES	428.10	1,678.21	9,000.00	7,321.79	18.7
	TOTAL INTEREST/FEE REVENUE	539.18	1,864.31	9,200.00	7,335.69	20.3
	TOTAL FUND REVENUE	92,483.88	267,200.33	1,119,562.00	852,361.67	23.9

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2022

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMPLOYEE EXPENSES</u>					
51-70-01 SALARIES	15,068.44	44,281.17	171,166.00	126,884.83	25.9
51-70-02 401A EMPLOYER MATCH	451.44	1,327.51	5,594.00	4,266.49	23.7
51-70-11 SS/MEDICARE EXPENSE	1,158.05	3,395.79	13,186.00	9,790.21	25.8
51-70-12 UNEMPLOYMENT EXPENSE	27.23	79.78	345.00	265.22	23.1
51-70-13 EMPLOYMENT HEALTH INSURANCE	3,614.18	10,865.01	42,209.00	31,343.99	25.7
51-70-14 WORKER'S COMPENSATION	.00	3,001.00	2,975.00	(26.00)	100.9
51-70-15 BOARD OF TRUSTEE SALARIES	70.00	110.00	1,200.00	1,090.00	9.2
TOTAL EMPLOYEE EXPENSES	20,389.34	63,060.26	236,675.00	173,614.74	26.6
<u>OFFICE/GENERAL EXPENSE</u>					
51-72-02 BANK/CREDIT CARD FEES	376.95	1,420.59	6,300.00	4,879.41	22.6
51-72-06 COMPUTER/SOFTWARE/SUPPORT-O	439.50	1,367.99	13,000.00	11,632.01	10.5
51-72-10 MISCELLANEOUS	308.34	308.34	1,000.00	691.66	30.8
51-72-14 OFFICE SUPPLIES	21.09	250.96	3,500.00	3,249.04	7.2
51-72-18 POSTAGE EXPENSE	306.80	961.15	4,000.00	3,038.85	24.0
51-72-22 PUBLISHING EXPENSE	.00	.00	600.00	600.00	.0
51-72-26 TELEPHONE/INTERNET EXPENSE	230.00	695.00	3,000.00	2,305.00	23.2
51-72-30 TOWN HALL RENTAL PAYMENT	.00	.00	12,397.00	12,397.00	.0
51-72-34 UTILITIES-OFFICE	279.21	896.66	2,500.00	1,603.34	35.9
51-72-38 VEHICLE/EQUIP RENTAL TO ISF	1,935.00	5,805.00	24,000.00	18,195.00	24.2
51-72-42 VEHICLE MAINTENANCE/REPAIR	.00	239.16	2,500.00	2,260.84	9.6
51-72-44 FUEL	598.71	987.41	4,000.00	3,012.59	24.7
51-72-60 REPAIR & MAINT - OFFICE BLDG	30.00	90.00	5,000.00	4,910.00	1.8
TOTAL OFFICE/GENERAL EXPENSE	4,525.60	13,022.26	81,797.00	68,774.74	15.9
<u>CONTRACTUAL FEES</u>					
51-73-20 AUDITOR FEES	2,720.00	2,720.00	4,500.00	1,780.00	60.4
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	2,720.00	15,795.20	25,607.00	9,811.80	61.7

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2022

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER - PLANT & EQUIPMENT</u>					
51-74-10	.00	.00	2,500.00	2,500.00	.0
51-74-15	1,949.94	1,949.94	3,000.00	1,050.06	65.0
51-74-17	4,500.00	9,000.00	54,000.00	45,000.00	16.7
51-74-20	.00	.00	500.00	500.00	.0
51-74-25	.00	.00	1,000.00	1,000.00	.0
51-74-30	.00	3,170.00	25,000.00	21,830.00	12.7
51-74-40	.00	.00	1,400.00	1,400.00	.0
51-74-45	234.14	234.14	10,000.00	9,765.86	2.3
51-74-50	.00	.00	3,000.00	3,000.00	.0
51-74-55	3.90	519.69	1,650.00	1,130.31	31.5
51-74-60	.00	.00	1,500.00	1,500.00	.0
51-74-65	.00	82.07	5,000.00	4,917.93	1.6
51-74-70	287.35	543.57	3,000.00	2,456.43	18.1
51-74-75	336.26	383.26	1,000.00	616.74	38.3
51-74-80	.00	691.60	2,000.00	1,308.40	34.6
51-74-85	.00	2,966.74	30,000.00	27,033.26	9.9
51-74-90	18.31	57.79	10,000.00	9,942.21	.6
51-74-95	1,800.61	3,211.78	15,000.00	11,788.22	21.4
TOTAL WATER - PLANT & EQUIPMENT	9,130.51	22,810.58	169,550.00	146,739.42	13.5
<u>WASTEWATER-PLANT & EQUIPMENT</u>					
51-76-10	.00	.00	30,000.00	30,000.00	.0
51-76-15	.00	.00	1,000.00	1,000.00	.0
51-76-20	.00	.00	12,000.00	12,000.00	.0
51-76-25	.00	1,250.00	2,000.00	750.00	62.5
51-76-27	5,000.00	10,000.00	60,000.00	50,000.00	16.7
51-76-30	.00	.00	1,000.00	1,000.00	.0
51-76-35	.00	.00	5,000.00	5,000.00	.0
51-76-36	.00	.00	10,000.00	10,000.00	.0
51-76-45	.00	.00	10,000.00	10,000.00	.0
51-76-50	3.90	62.40	4,300.00	4,237.60	1.5
51-76-55	.00	1,619.23	15,000.00	13,380.77	10.8
51-76-60	.00	.00	100,000.00	100,000.00	.0
51-76-65	403.00	1,465.61	6,000.00	4,534.39	24.4
51-76-70	.00	110.31	2,000.00	1,889.69	5.5
51-76-75	69.00	207.00	960.00	753.00	21.6
51-76-80	6,050.27	15,040.82	65,000.00	49,959.18	23.1
TOTAL WASTEWATER-PLANT & EQUIP	11,526.17	29,755.37	324,260.00	294,504.63	9.2
<u>DEBT SERVICE</u>					
51-80-02	.00	.00	223,700.00	223,700.00	.0
51-80-04	.00	.00	93,841.00	93,841.00	.0
TOTAL DEBT SERVICE	.00	.00	317,541.00	317,541.00	.0

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2022

FAIRPLAY UTILITY ENTERPRISE					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	48,291.62	144,443.67	1,155,430.00	1,010,986.33	12.5
NET REVENUE OVER EXPENDITURES	44,192.26	122,756.66	(35,868.00)	(158,624.66)	342.3

Proclamation

53rd ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 1 - May 7, 2022

Whereas, The Office of the Professional Municipal Clerk, a time-honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Frank Just, Mayor of the Town of Fairplay, Colorado, do recognize the week of May 1 through May 7, 2022, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerks, Janell Sciacca and Sarah Ernst, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 2nd day of May, 2022.

Frank Just, Mayor

Proclamation

INTERNATIONAL FIREFIGHTERS' DAY

May 4, 2022

WHEREAS, International Firefighters' Day was established in 1999 to remember those firefighters worldwide lost in the line of duty protecting the safety of us all; and

WHEREAS, International Firefighters' Day is observed each year on May 4th to recognize, honor, and remember past Firefighters who have lost their lives while serving their communities, to express gratitude to those that have served in this line of work, and to show support and appreciation for those who presently serve; and

WHEREAS, Regardless of the language a Firefighter speaks, or the country in which he or she works and resides, all Firefighters fight against the same enemy - Fire; and

WHEREAS, Firefighters follow a long line of tradition and honor that inspires them to help colleagues, neighbors, and strangers alike; and

WHEREAS, At a moment's notice, Firefighters are quick to respond to uncertain situations to mitigate danger and combat the threat of destructive fire in order to protect individuals, families, and the economic being of our community; and

WHEREAS, The demands of firefighting are accompanied by both personal and physical tolls that all Firefighters knowingly accept while risking their lives to protect the lives of others.

NOW, therefore, I, Frank Just, Mayor of Fairplay, Colorado, do hereby proclaim May 4th 2022, as

International Firefighters' Day

and I encourage all citizens to show support and appreciation to our City, County, State and Federal Firefighters who protect our lives and property so diligently every day, and by remembering past Firefighters who dedicated their lives to preserve our safety.

Frank Just, Mayor

Board of Trustees
Town of Fairplay
Fairplay, Colorado

Independent Auditors' Report

Opinion

We have audited the accompanying financial statements of the governmental activities, the business type activities, each major fund, and the aggregate remaining fund information of Town of Fairplay, as of and for the year ended December 31, 2021, and the related notes to the financial statements which collectively comprise Town of Fairplay's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business type activities, each major fund, and the aggregate remaining fund information of the Town of Fairplay as of December 31, 2021, and the respective changes in financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Financial Statements section of our report. We are required to be independent of the Town of Fairplay and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Town of Fairplay's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Town of Fairplay's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt Town of Fairplay's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited the Town of Fairplay's 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 8, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2020 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that a management's discussion and analysis, budgetary comparison information, historical pension information and other post -employment benefit plan information listed in the tables of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

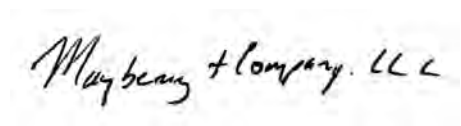
Management is responsible for the other information included in the annual report. The other information comprises the financial statements listed in the table of contents as Other Supplementary Information but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Report on Other Legal and Regulatory Requirements

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Local Highway Finance Report is presented for purposes of legal compliance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements.

The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

A handwritten signature in black ink that reads "Mayberry & Company, LLC". The signature is written in a cursive, flowing style.

Englewood, Colorado
March 9, 2022



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: Public Hearing Item A – Beck ESTIP for Otto’s at 450 US 285
 Resolution No. 19, Series 2022

DATE: May 2, 2022

BACKGROUND/ANALYSIS:

Brian Beck, owner of Otto’s Food Cart, has submitted an application for an ESTIP (Enhanced Sales Tax Incentive Program) Agreement.

As is listed in Sec. 4-7-20 of the Fairplay Municipal Code, the purpose of the ESTIP is:

...to encourage the establishment and/or substantial expansion of retail sales tax-generating businesses within the Town, thereby stimulating the economy of and within the Town, thereby providing employment for residents of the Town and others, thereby further expanding the goods available for purchase and consumption by residents of the Town and further increasing the sales taxes collected by the Town, which increased sales tax collections will enable the Town to provide expanded and improved municipal services to and for the benefit of the residents of the Town, while at the same time providing public or public-related improvements at no cost or at deferred cost to the Town and its taxpayers and residents.

The ESTIP program was established by the Town in 2007 at the recommendation of former Town Attorney Lee Phillips. Over the years, the Board has approved 17 agreements totaling almost \$500,000 resulting in additional tax revenue to the Town along with many other unmeasurable, yet just as significantly important, quality of life benefits to the Town, its resident, businesses and visitors.

This is the only application the Town has received so far this year and as required by the code, Staff is presenting the associated agreement for the Board’s review and consideration at a public hearing. There is no requirement for public notice by posting or publication in a newspaper. The only requirements of approval are that the hearing on the application be held as part of a regularly scheduled Board meeting, and the decision of the Board be based upon the following criteria:

“Where History Meets the High Country”

1. The amount of enhanced sales taxes which are reasonably to be anticipated to be derived by the Town through the expanded or new retail sales tax-generating business;
2. The public benefits which are provided by the applicant through public works, public improvements, additional employment for the Town residents, etc.;
3. The amount of expenditures which may be deferred by the Town based upon public improvements to be completed by the applicant;
4. The conformance of the applicant's property or project with the comprehensive plan and zoning ordinances of the Town; and
5. The agreement required by [Section 4-7-100](#) below having been reached, which agreement shall contain and conform to all requirements of said Section.

The base amount used for this agreement is \$0 because Otto's is a brand-new business in the Town. The amount of sales tax agreed upon by the applicant to be rebated via a 50/50 split over a five-year period is \$75,000. This means the applicant can receive no more than a total of \$75,000 over the 5 years.

STAFF RECOMMENDATION

Staff recommends the Board vote to approve or deny Resolution No. 23, Series 2022 by motion, second and a roll call vote. A motion to approve requires a majority vote of the entire Board of Trustees.

Attachments:

- Resolution No. 19, Series 2022
- ESTIP Application and Agreement
- Fairplay Municipal Code Article VII Enhanced Sales Tax Incentive Program

ARTICLE VII Enhanced Sales Tax Incentive Program

Sec. 4-7-10. Short title.

There is hereby established within the Town an Enhanced Sales Tax Incentive Program ("ESTIP").

Sec. 4-7-20. Legislative purpose.

The purpose of the Enhanced Sales Tax Incentive Program created hereby is to encourage the establishment and/or substantial expansion of retail sales tax-generating businesses within the Town, thereby stimulating the economy of and within the Town, thereby providing employment for residents of the Town and others, thereby further expanding the goods available for purchase and consumption by residents of the Town and further increasing the sales taxes collected by the Town, which increased sales tax collections will enable the Town to provide expanded and improved municipal services to and for the benefit of the residents of the Town, while at the same time providing public or public-related improvements at no cost or at deferred cost to the Town and its taxpayers and residents.

Sec. 4-7-30. Definitions.

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

Enhanced sales tax means the amount of the sales tax collected by the Town over and above a base amount negotiated by, and agreed upon by, the applicant and the Town, and which amount is approved by the Board of Trustees, which base amount shall never be lower than the amount of sales tax collected by the Town at the property in question in the previous twelve (12) months, or such other period of time as agreed to by the Board of Trustees, plus a reasonable and agreed-upon percentage of anticipated increase in sales taxes or, in the case of a newly established business, an amount which represents the good-faith determination by the applicant and the Town as to the amount of sales taxes which could be generated from the new business without the participation by the applicant in the ESTIP created hereunder.

Owner or proprietor means the record owner or operator of an individual business or, in the case of a shopping center, the owner of the real property upon which more than one (1) business is operated, provided that said owner (whether an individual, corporation, partnership or other entity) is the owner or lessor of the individual businesses operated thereon.

Sec. 4-7-40. Participation.

Participation in ESTIP shall be based upon approval by the Board of Trustees, exercising its legislative discretion in good faith. Any owner or proprietor of a newly established or proposed retail sales tax-generating business or location, or the owner or proprietor of an existing retail sales tax-generating business or location who wishes to expand substantially or has expanded substantially in the twelve (12) months preceding the application for ESTIP participation, may apply to the Town for inclusion within the ESTIP, provided that the new or expanded business is reasonably likely to generate enhanced sales taxes of at least one thousand dollars (\$1,000.00) in the first year of operation. The Board of Trustees may waive the twelve-month limitation on eligibility for ESTIP participation set forth above if the applicant establishes, to the Board of Trustees' satisfaction, the existence of extraordinary circumstances justifying such waiver.

Sec. 4-7-50. Agreement.

Approval by the Board of Trustees of an agreement implementing this ESTIP shall entitle the successful applicant to share in enhanced sales taxes derived from the applicant's property or business in an amount which shall not in any event exceed fifty percent (50%) of the enhanced sales taxes; provided, however, that the applicant may use said amounts only for public and/or public-related purposes such as those specified herein and which are expressly approved by the Board of Trustees at the time of consideration of the application. The time period in which said enhanced sales taxes may be shared shall not commence until all public or public-related improvements are completed and shall be limited by the Board of Trustees, in its discretion, to a specified time or until a specified amount is reached.

Sec. 4-7-60. Uses.

The uses to which said shared enhanced sales taxes may be put by an applicant shall be strictly limited to those which are public or public-related in nature. For the purposes of this Article, *public or public-related purposes* shall mean public improvements, including but not limited to streets, sidewalks, curbs, gutters, pedestrian malls, streetlights, drainage facilities, landscaping, decorative structures, statuary, fountains, identification signs, traffic safety devices, bicycle paths, off-street parking facilities, benches, rest rooms, information booths, public meeting facilities, building upgrades, historical restoration, construction or enlargement or improvement of privately owned property that will generate additional employment opportunities and/or sales tax revenues and all necessary, incidental and appurtenant structures and improvements, together with the relocation and improvement of existing utility lines and any other improvements of a similar nature which are specifically approved by the Board of Trustees upon the Board's finding that said improvements are public or public-related improvements or will serve the purposes set forth in Section 4-7-20 of this Article.

Sec. 4-7-70. Increments.

The base figure for sales taxes shall be divided into four (4) quarterly increments, which increments are subject to agreement between the parties and approval by the Board of Trustees, and which increments shall be reasonably related to the average quarterly performance of the business or property in question or similar businesses in the area (i.e., adjust for seasonal variations). If in any quarter the agreed-upon base figure is not met by the applicant so as to create enhanced sales tax for that quarter, no funds shall be shared with the applicant for said quarter, and no increment shall be shared until that deficit, and any other cumulative deficit, has been met, so that at the end of any twelve-month cycle, funds in excess of those enhanced sales taxes agreed to be shared shall not have been shared with any applicant.

Sec. 4-7-80. Existing sales tax not impaired.

It is an overriding consideration and determination of the Board of Trustees that existing sources of Town sales tax revenues shall not be used, impaired or otherwise affected by this Enhanced Sales Tax Incentive Program. Therefore, it is hereby conclusively determined that only enhanced sales taxes generated by the properties described in an application shall be subject to division under this ESTIP. It shall be the affirmative duty of the Finance Director to collect and hold all such enhanced sales taxes in a separate account apart from the sales taxes generated by and collected from the other sales tax-generating uses and businesses within the Town and to provide an accounting system which accomplishes the overriding purpose of this Article. It is conclusively stated by the Board of Trustees that this Article would not be adopted or implemented but for the provisions of this Section.

Sec. 4-7-90. Criteria for approval.

Approval of an application for inclusion in this ESTIP shall be given by the Board of Trustees at a public hearing held as a portion of a regularly scheduled Board meeting, based upon the following criteria:

- (1) The amount of enhanced sales taxes which are reasonably to be anticipated to be derived by the Town through the expanded or new retail sales tax-generating business;
- (2) The public benefits which are provided by the applicant through public works, public improvements, additional employment for the Town residents, etc.;
- (3) The amount of expenditures which may be deferred by the Town based upon public improvements to be completed by the applicant;
- (4) The conformance of the applicant's property or project with the comprehensive plan and zoning ordinances of the Town; and
- (5) The agreement required by Section 4-7-100 below having been reached, which agreement shall contain and conform to all requirements of said Section.

Approval shall be by motion adopted by a majority of the entire Board of Trustees.

Sec. 4-7-100. Terms of agreement.

Each application for approval submitted to the Board of Trustees shall be subject to approval by the Board solely on its own merits. Approval of an application shall require that an agreement be executed by the owner and the Town, which agreement shall, at a minimum, contain:

- (1) A list of those public or public-related improvements which justify the application's approval and the amount which shall be spent on said improvements;
- (2) The maximum amount of enhanced sales taxes to be shared and the maximum time during which said agreement shall continue, it being expressly understood that any such agreement shall expire and be of no further force and effect upon the occurrence of the earlier to be reached of the maximum time of the agreement (whether or not the maximum amount to be shared has been reached) or the maximum amount to be shared (whether or not the maximum time set forth has expired);
- (3) A statement that this is a personal agreement which is not transferable and which does not run with the land;
- (4) That the agreement shall never constitute a debt or obligation of the Town within any constitutional or statutory provision;
- (5) The base amount which is agreed upon by quarter and the fact that if, in any quarter as specified, sales taxes received from the property do not at least equal said amount, there shall be no sharing of funds for said quarter;
- (6) The base amount shall be agreed upon which shall consider the historic level of sales at the property in question, or a similar property within the area in the event of a new business, and a reasonable allowance for increased sales due to the improvements and upgrades completed as a result of inclusion within this program;
- (7) A provision that any enhanced sales taxes subject to sharing shall be escrowed in the event there is a legal challenge to this Enhanced Sales Tax Incentive Program or the approval of any application therefor;

-
- (8) An affirmative statement that the obligations, benefits and/or provisions of the agreement may not be assigned in whole or in any part without the expressed authorization of the Board of Trustees and, further, that no third party shall be entitled to rely upon or enforce any provision hereof; and
 - (9) Any other provisions agreed upon by the parties and approved by the Board of Trustees.

Sec. 4-7-110. Public purpose.

The Board of Trustees has enacted this ESTIP as a joint benefit to the public at large and to private owners for the purpose of providing the Town with increased sales tax revenues generated upon and by properties improved as a result of this program; public improvements being completed by private owners through no debt obligation being incurred on the part of the Town; and allowing applicants an opportunity to improve properties which generate sales activities, which improvements make those properties more competitive in the marketplace and further provide to the applicant additional contingent sources of revenues for upgrading said properties. The Board of Trustees specifically finds and determines that creation of this ESTIP is consistent with the Town's powers as a statutory municipal corporation and that exercise of said powers in the manner set forth herein is in furtherance of public health, safety and welfare. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this ESTIP, and the Town shall never be liable or responsible for any debt or obligation of any participant in this ESTIP.

BIZ/ESTIP APPLICATION
Town of Fairplay

1. Name of Applicant: Brian Beck (OTTO'S)

2. Address of Applicant: 450 Hwy 285
Fairplay CO 80420

3. Type of entity (individual, corporation, limited liability company, etc): LLC (Restaurant)

4. Briefly describe the business operations of the Applicant; i.e. retail clothing sales, convenience store, etc.

Restaurant Food Sales

5. Is the Applicant a new business in Fairplay? Yes No

6. If so, when do you expect the business to open?
May 1st 2022

7. Is this an existing business in Fairplay? Yes No

8. If so, when did the business open? _____

9. Have you read the Fairplay BIZ and/or ESTIP Ordinance (copies attached)? Yes No

750,000/yr.

~~100,000~~ ~~2003~~
75,000 / 5 yr.
or

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2022-19**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF AN ENHANCED SALES TAX INCENTIVE PROGRAM (ESTIP) AGREEMENT BETWEEN THE TOWN AND BRIAN BECK FOR OTTO'S.

WHEREAS, the Board Trustees of the Town of Fairplay specifically finds that entering into this ESTIP Agreement will encourage the establishment or substantial expansion of a retail sales tax-generating business within the Town thereby stimulating the economy of and within the Town, providing for additional employment opportunities and goods available for purchase and consumption, and further increasing the sales taxes collected by the Town; and

WHEREAS, the Board of Trustees further finds that entering into this ESTIP Agreement will promote the redevelopment of Property resulting in increased sales tax collections that will enable the Town to provide expanded and improved municipal services to and for the benefit of the residents of the Town, while at the same time providing public or public related improvements at no cost or at a deferred cost to the Town and its taxpayers and residents.

WHEREAS, the Board of Trustees has reviewed the application packet and ESTIP Agreement and finds them to be in compliance with the provisions of Article VII, Chapter Four, of the Fairplay Municipal Code.

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

SECTION 1. The ESTIP Agreement between the Town of Fairplay, Colorado, and Brian Beck for Otto's, which is attached hereto as "Exhibit A," is hereby approved and the Mayor is authorized to execute the same on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 2ND day of MAY, 2022.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

**ENHANCED SALES TAX INCENTIVE PROGRAM AGREEMENT
(OTTO'S Project)**

THIS ENHANCED SALES TAX INCENTIVE PROGRAM AGREEMENT (hereafter referred to as the "OTTO'S ESTIP Agreement") is made and executed this ___ day of _____, 2022, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipality, (hereafter referred to as the "Town"), and BRIAN BECK (hereafter referred to as the "Redeveloper").

W I T N E S S E T H

WHEREAS, the Redeveloper is the lessee of certain real property in the Town of Fairplay, Colorado, commonly known and numbered as 450 US 285, Fairplay, Colorado 80440 (hereafter referred to as the "Property"); and

WHEREAS, the Redeveloper proposes to redevelop the Property as Restaurant / Food Cart which redevelopment will include the construction of certain public or public-related improvements generally described as furniture, fixtures and improvements to real property which will generate new sales taxes and employment opportunities in the Town; and

WHEREAS, in entering into this ESTIP Agreement, the Town Board of the Town specifically finds that entering into this ESTIP Agreement will encourage the establishment or substantial expansion of retail sales tax-generating businesses within the Town; thereby stimulating the economy of and within the Town; thereby providing employment for residents of the Town and others; thereby expanding the goods available for purchase and consumption by residents of the Town; and further increasing the sales taxes collected by the Town; and

WHEREAS, the Town Board finds that the redevelopment of the Property is necessary to promote the public welfare including the expansion of retail sales tax and/or property tax-generating business and expanded employment opportunities; and

WHEREAS, the Town Board further finds that entering into this ESTIP Agreement shall provide a mechanism for the provision to the residents of the Town of necessary public improvements at no cost or reduced cost to the residents and the government of the Town; and

WHEREAS, the parties hereto wish to set forth in full their agreement as to the general nature and extent of the public improvements which shall be constructed and installed by the Redeveloper within and upon the Property, and the manner for and extent of the reimbursement to the Redeveloper for 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 ESTIP Agreement.

NOW, THEREFORE, the parties hereto, for themselves, their successors and assigns (to the extent this ESTIP 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. This ESTIP Agreement is entered into in compliance with Ordinance No. 3A, Series of 2008 of the Town of Fairplay (the "ESTIP Ordinance").

2. The parties hereby mutually agree that Redeveloper has constructed, or caused to be constructed, certain public or public-related improvements within or adjacent to the Property including but not limited to the creation of new retail sales tax-generating facilities together with signage, furniture and fixtures. The parties covenant and agree that such improvements, as well as the additional employment opportunities and tax revenues to be generated by the redevelopment of the Property, are significant benefits to the Town and its residents and that the reimbursements contemplated by this Agreement are for a valid and important public purpose.

3. The parties hereby mutually agree that the base amount of the Town's four percent (4%) general sales tax to be used in determining the "enhanced sales tax" to be shared hereunder is Zero Dollars (\$0.00) annually. Pursuant to the provisions of the ESTIP Ordinance, all sales tax revenues collected from any and all businesses within the Property which exceed Zero Dollars (\$0.00) annually shall constitute "enhanced sales taxes" and shall be subject to division as specified herein.

4. The parties hereby agree that any and all "enhanced sales taxes" as defined in paragraph 3 above shall be subject to sharing by the Town and the Redeveloper on a 50/50 basis, with Fifty percent (50%) of said enhanced sales taxes being available to the Town for use in its discretion, and Fifty percent (50%) being reimbursed to the Redeveloper for the cost of the public and public-related improvements.

5. The parties agree that the maximum amount of "enhanced sales tax" revenue which is subject to distribution to the Redeveloper from sales within the Property hereunder shall be Seventy-Five Thousand Dollars (\$75,000.00), and that the "enhanced sales taxes" shall be shared beginning June 1, 2022, through and including May 31, 2027. The parties specifically acknowledge and agree that whether or not the entire Seventy-Five Thousand Dollars (\$75,000.00) has been received by Redeveloper, this ESTIP Agreement shall terminate following division and payment of the sales tax increment through May 31, 2027. Likewise, the parties acknowledge and agree that receipt by Redeveloper of the entire Seventy-Five Thousand Dollars (\$75,000.00) prior to May 31, 2027, shall terminate this ESTIP Agreement.

6. It shall be the duty of the Town to undertake collection of all sales taxes generated from the Property, and thereafter to administer division and sharing thereof, in accordance with the provisions of the ESTIP Ordinance. The parties agree that, for purposes of administration of this ESTIP Agreement, reimbursement to Redeveloper shall commence with sales taxes collected on or after June 1, 2022, and shall occur on a quarterly basis (i.e., January - March, April - June, July - September, and October - December) using Zero Dollars (\$0.00) as a consistent quarterly base amount. As provided in the ESTIP Ordinance, in the event, in any quarterly period, the agreed quarterly base amount is not met by the Redeveloper, and thus, no enhanced sales taxes are generated for that quarter, no funds shall be shared with the Redeveloper for said quarter, and no increment shall be shared for that year until that deficit, and any cumulative deficit, if any, has been satisfied. Reimbursements to

Redeveloper shall be made within sixty (60) days following the last day of each quarter and shall be calculated based upon all sales taxes paid to the Town from the Property in the preceding quarter.

7. The parties specifically acknowledge and agree that no undertaking on the part of the Town to share "enhanced sales 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.

8. Any and all undisbursed "enhanced sales tax" increment subject to sharing hereunder shall be escrowed in the event there is a legal challenge to the Enhanced Sales Tax Incentive Program in general or to this ESTIP Agreement. In the event of such a legal challenge, Redeveloper may continue to receive reimbursements under this Agreement if it posts a bond or other security, in a form acceptable to the Town, for the full amount of such reimbursements. The Town shall actively defend against any such legal challenge, and the Redeveloper may participate in such defense at its own cost and expense.

9. None of the obligations, benefits, and provisions of this ESTIP 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 ESTIP Agreement, the same being an agreement solely between the Town and the Redeveloper, and which agreement is made for the benefit of no other person or entity. The preceding sentence notwithstanding, this Agreement and the Redeveloper's rights hereunder may be assigned to a company under substantially the same ownership and/or to a lender who holds a first deed of trust against the Property.

10. This ESTIP Agreement shall be subject to amendment only by a written instrument 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.

11. Any written notices provided for or required in this ESTIP 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: Janell Sciacca, Town Administrator/Town Clerk
Town of Fairplay
PO Box 267
Fairplay, CO 80440

To the Purchaser: Brian Beck
450 Hwy 285
Fairplay, CO 80440

DONE AND RESOLVED this day and date first above set forth.

THE TOWN OF FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed, sworn to and acknowledged before me this ____ day of _____, 2022, by Frank Just as Mayor of the Town of Fairplay and Tina Darrah as Town Clerk.

My commission expires: _____

(SEAL)

Notary Public

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed, sworn to and acknowledged before me this ____ day of _____, 2022, by Brian Beck as Owner of Otto's, a Colorado Company.

My commission expires:

(SEAL)

Notary Public



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Resolution Approving PIIP Agreement with Kelsey Hanley

DATE: May 2, 2022

Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with Kelsey Hanley for the 615 Bogue Street Exterior Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$644.00 to go towards chinking and staining the old log structure on the property. They have rebuilt this structure to be an ADU. The property taxes paid for this property over the last five years is \$644.00. The estimate for the work is \$4,200.00. You have \$17,357.00 in your PIIP line item for 2022. Staff recommends approval of this application.

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

ARTICLE IX Property Improvement Incentive Program**Sec. 4-9-10. Short title.**

There is hereby established within the Town of Fairplay a Property Improvement Incentive Program (PIIP).
(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-20. Legislative purpose.

The purpose of the Property Improvement Incentive Program created hereby is to encourage improvements to the exterior appearance of privately-owned structures and properties within the Town, thereby stimulating the economy of and within the Town, increasing tourist visits, and generally enhancing the livability of the Town all of which will, in the long term, increase property values and retail sales thereby increasing property and sales tax revenues to the Town for the provision of public services.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-30. Definitions.

As used in this Article and all sections thereof, the following phrases shall have the following meanings:

- (a) The term *improvements* shall mean improvements to the exterior façade of structures or the landscaping of real property located in the Town of Fairplay which improvements are visible from the street located directly to the front of the property or, as to properties located on street corners, from the street adjacent to the property. The term shall not include improvements to the interior of a structure, structural improvements or landscaping that do not enhance the appearance of the property, landscaping improvements that are temporary in nature, or structural improvements or landscaping that are screened from street view by fencing or other similar visual barriers.
- (b) The term *owner* shall mean the record owner of taxable real property or improvements thereon located in the Town of Fairplay, but shall not include the owner of public or governmental property.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-40. Participation.

Participation in the PIIP shall be based upon approval by the Town Board of the Fairplay, exercising its legislative discretion in good faith. Any owner of property may apply for participation in the PIIP as set forth in this Article. The Town Board shall consider complete applications in the order submitted and may approve, deny or approve in part, such applications based on the merit of the proposed project. Nothing contained in this Article shall be interpreted or construed to create an entitlement to participation in the PIIP. The Town Board may deny any application which it concludes does not adequately serve the public purposes of this Article.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-50. Agreement.

Approval by the Town Board of an agreement implementing this PIIP shall result in the granting of a rebate of all or a portion of the real property taxes paid to the Town by the owner of the property making the application for a period not to exceed the preceding five (5) tax years. The agreement shall contain, at a minimum, the terms set forth in Section 4-9-90 below.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-60. Uses.

The uses to which the PIIP rebate may be put by an applicant shall be strictly limited to the installation or construction of improvements to the property owned by the applicant and only upon the Town Board's finding that said improvements will serve the purposes set forth in Section 4-9-20.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-70. Amount of PIIP rebate—matching funds.

- (a) The total amount of the PIIP rebate paid to an applicant shall not exceed the amount of real property taxes paid by the owner of the property (whether the applicant or a preceding owner) to the Town for the preceding five (5) tax years. No PIIP rebate shall be made for property taxes paid to other public entities.
- (b) The total amount of PIIP rebate paid out by the Town in any calendar year to all PIIP participants shall not exceed the amount budgeted and appropriated for that purpose by the Town Board for that calendar year. PIIP applications received after the funds budgeted and appropriated for the PIIP in any calendar year are fully committed may be held in abeyance for consideration by the Board in the following year. Projects may be divided into phases and funded in successive years.
- (c) The owner of the property shall, as a condition of participation in the PIIP, pay not less than an amount equal to fifty percent (50%) of the total cost of the improvements.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-80. Criteria for approval.

Approval of an application for participation in the PIIP shall be given by the Town Board, at a public hearing held as a portion of a regularly scheduled Town Board meeting, based upon the following criteria:

- (1) No PIIP participation shall be approved where the total cost of the improvements is less than five hundred dollars (\$500.00).
- (2) The PIIP project must, as determined by the Town Board, enhance the overall appearance of the Town and the property for which the application is made.
- (3) The improvements must be constructed or installed by a contractor or professional experienced and capable of performing the work. The Town may maintain a list of pre-approved contractors but shall consider the qualifications of other contractors and professionals submitted by the applicant. In no case shall the work be performed by the applicant unless the applicant can establish, to the satisfaction of the Board, that the applicant is himself or herself, experienced and capable of performing the work in question.

- (4) The scope of work and accompanying plans submitted with the application shall be sufficiently detailed for their intended purpose.
- (5) The agreement required by Section 4-9-50 shall contain all of the terms set forth in Section 4-9-90 and shall be otherwise acceptable to the Board.

Approval shall be by motion adopted by a majority of the entire Town Board.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-90. Terms of agreement.

Each application for approval submitted to the Town Board shall be subject to approval by the Board solely on its own merits. Approval of an application shall require that an agreement be executed by the owner and the Town, which agreement shall, at a minimum, contain:

- (1) A scope of work and plans for the improvements to be constructed or installed;
- (2) The estimated cost of the project;
- (3) The name of the contractor or other person by whom the work will be performed;
- (4) The maximum amount of property tax to be rebated by the Town, and the maximum time during which said agreement shall continue, it being expressly understood that any such agreement shall expire and be of no further force and effect upon the termination date whether or not the work has been completed;
- (5) The matching funds to be furnished by the owner, which amount shall be not less than fifty percent (50%) of the total cost of the work to be performed;
- (6) The period during which the owner or the owner's successor in interest shall be obligated to maintain the improvements;
- (7) A provision providing that the property tax rebate shall only occur after completion of the work and final inspection and approval by the Town;
- (8) A statement that this is a personal agreement which is not transferable and which does not run with the land;
- (9) A statement that the agreement shall never constitute a debt or obligation of the Town within any constitutional or statutory provision;
- (10) An affirmative statement that the obligations, benefits, and/or provisions of this agreement may not be assigned in whole or in any part without the expressed authorization of the Town Board, and further that no third party shall be entitled to rely upon or enforce provision hereof;
- (11) An affirmative statement that the agreement will be recorded, and that the owner's obligation will run with the land and be binding upon the owner's heirs, successors and assigns; and
- (12) Any other provisions agreed upon by the parties and approved by the Town Board.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-100. Public purpose.

The Town Board has enacted this PIIP as a joint benefit to the public at large and to private owners for the purpose of: improving the appearance and livability of the Town; providing the Town with increased sales tax

revenues by increasing tourism; and allowing applicants an opportunity to improve properties, which improvements make those properties more valuable, thus increasing property tax revenues. The Town Board specifically finds and determines that creation of this PIIP is consistent with the Town's powers as a statutory municipal corporation, and that exercise of said powers in the manner set forth herein is in furtherance of public health, safety and welfare. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this PIIP, and the Town shall never be liable or responsible for any debt or obligation of any participant in this PIIP.

(Ord. No. 2014-1, 4-7-2014)

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2022- 20

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 KELSEY HANLEY FOR THE 615 BOGUE STREET EXTERIOR 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 Kelsey Hanley 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 2nd day of May, 2022.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
(615 BOGUE STREET PROJECT)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (615 Bogue Street Exterior Project) (hereafter referred to as the "615 Bogue Street Exterior Project PIIP Agreement") is made and executed this 2nd day of May, 2022, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Kelsey Hanley (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 615 Bogue Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by staining and chinking the old log structure on the property, 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 Trustees 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 Four Thousand Two Hundred Dollars (\$4,200.00).

4. **Contractor.** The contractor performing the work is Luis Alvarez.

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 Six Hundred Forty Four Dollars (\$644.00) 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 Treasurer
 Town of Fairplay
 PO Box 267
 Fairplay, CO 80440

To the Owner: Kelsey Hanley
 P.O. Box 1592
 Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

Janell Sciacca, Town Clerk

OWNER:

Kelsey Hanley

May 2nd⁴⁶

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): Kelsey Hanley

Property Address: 615 Bogue St Fairplay CO 80440

Mailing Address: PO Box 1592

Phone: (317) 420-9339

Email: Khanley614@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.):

Our cabin on property is under contract to get an exterior face lift. The 1860's structure is getting a log restoration to include new chinking and new stain. A local company is completing the work -- Support our locals !!

Estimated Cost of Project: \$4200

Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): ~~\$1365.24~~ 644.35

We've lived in the house since May 2020. \$688.62 both years.

Amount of Matching Funds from Applicant (must be at least 50% of the cost of the project): \$682.62

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: Kelsey Hanley Date: 4/18/2022

Proposal

Proposal # KHF-1

Luis Alvarez Contract Painting

Email: lacptng@gmail.com **Luis Alvarez** www.loghomepainting.com

P.O. Box 3971, Breckenridge, CO 80424

Cell (970) 389-0927

Proposal Submitted To:

Phone: (317) 420-9339

Date: 1/2/2022

Kelsey Hanley

email: khanley614@gmail.com

Job Location:

615 Beuge St
Fairplay, CO 80440

- Exterior Re-Finish (prep, stain, milk) of historical (old) Loghome -

We propose hereby to furnish labor & Supplies, complete in accordance with specifications below, for the sum of: \$ 4200.-. * Supplies are Dept. 5:1m, plastic sheeting, etc. Owner will supply Materials, chain of stain, which contractor will get for Owner & Contractors of account from Summit Point of Sale.
Payments to be made as follows: \$200 to hold job for 2022 season, \$2000 upon starting job (permits/ins) & 2000 upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alter or deviation from specifications will be executed only upon written change orders and will cause a changing in the original contract price.

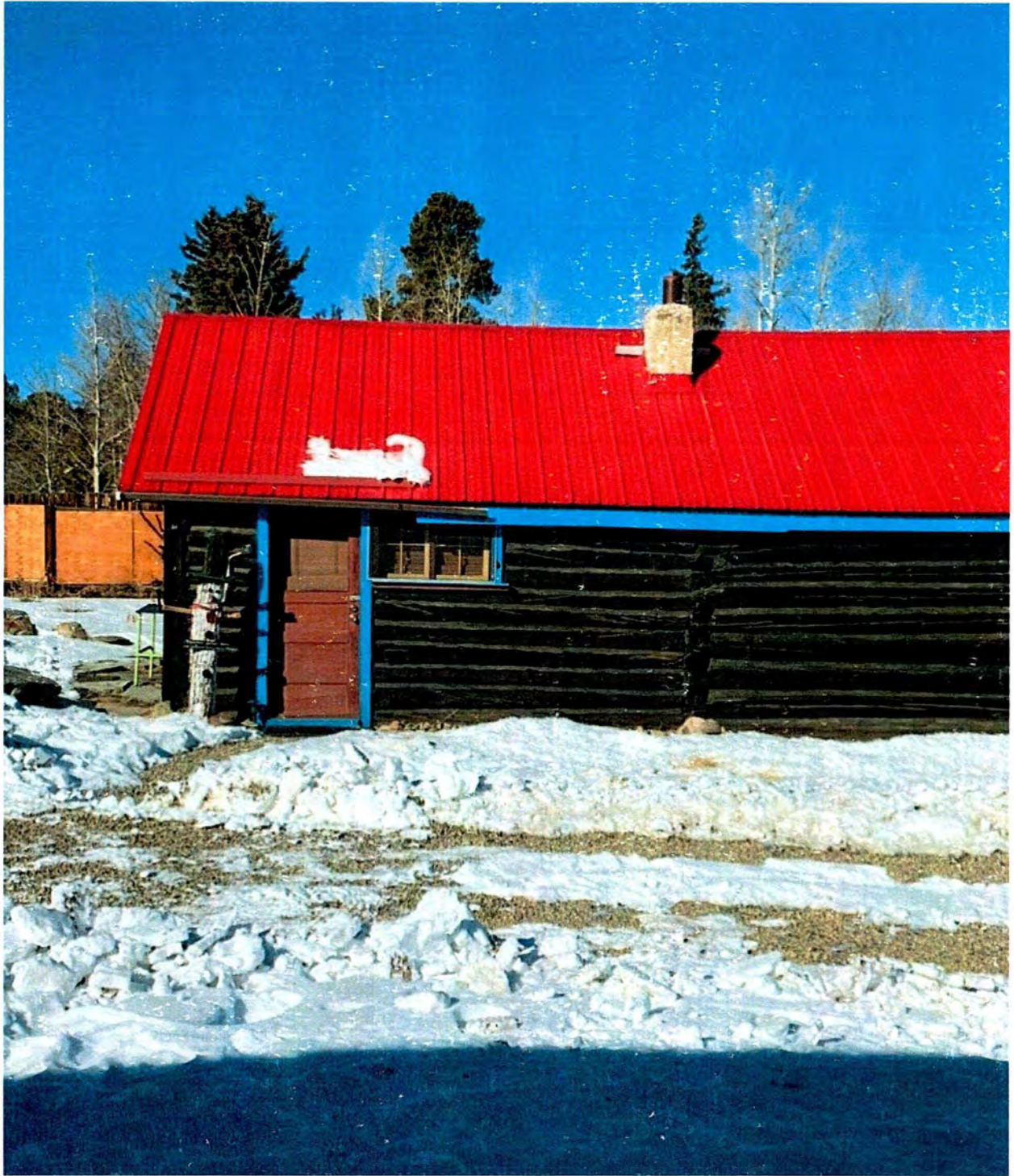
We hereby submit specifications and estimates for: Exterior Re-Finish of whole exterior of loghome
chain of stain.

- Labor \$4200 (11015 grind all exterior logs to bare wood; 870 stain multiple coats all 100% back brushed; \$365 to pull out old chain, remove; 1480 chain exterior 558 linear feet @ \$3.50/foot linear)
- 1) Contractor will power wash whole exterior of loghome & remove all old chain on whole exterior.
 - 2) Contractor will grind all exterior logs and wood buckings (frame around windows, doors etc) to bare wood without "cupping" or grinding logs unevenly.
 - 3) Contractor will apply multiple coats of an oil base stain, all 100% back brushed till complete saturation and an even sheen is required. This will take at least 3 coats, 4 to 5 on some of the bottom logs.
 - 4) Contractor will stuff of backer rod and chain all lines between logs and logs to avoid buckings (wood around doors, windows, etc.) approximately 558 linear feet.
 - 5) Contractor will clean up and leave historical loghome beautifully and professionally re-stain & chain led.

Contractors Authorized Signature:

Acceptance of Proposal - The above total price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Advance check initiates contract (Unless signed below and returned after conferring with contractor).

Date of Acceptance 1/15/2022 Signature





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 Items A-C – Revocable License Agreements for Use of Front Street Resolutions No. 21, 22 and 23, Series 2022

DATE: May 2, 2022

BACKGROUND/ANALYSIS:

On May 15, 2020, in response to the COVID-19 pandemic and as part of efforts “to promote public safety and support economic growth, and the responsible sale and consumption of liquor and tobacco products, through the fair administration of liquor and tobacco/nicotine laws,” the Colorado Department of Revenue, Liquor & Tobacco Enforcement Division (CDOR), adopted Emergency Regulation 47-302(F). This regulation allowed on-premises liquor-licensed businesses to apply for temporary modifications with their local and state licensing authority and to pre-plan for temporary outdoor seating areas that supported social distancing requirements.

After a desire was expressed to expand the regulation to allow on-premises retailers, who are prohibited from having overlapping premises, to share outdoor areas, Governor Polis issued Executive Order No. 2020 093 temporarily suspending the prohibition to grant the request and labeling the temporary modification as a Communal Outdoor Dining Area (CODA). Order No. 2020 093 also suspended the prohibition of public consumption in public spaces and public right-of-ways (municipal sidewalks and streets) in order to allow even more flexibility if approved by the local jurisdiction.

During this time, the Town approved multiple Revocable License Agreements with businesses on Front Street for use of the right-of-way by facilitating Communal Outdoor Dining Areas and helping to support impacted businesses as possible during COVID restrictions. In January 2021, CDOR extended the regulation for another 120 days and subsequently codified CODAs via HB 21-1027. By this time, restrictions had eased and the previously approved Revocable License Agreements expired.

The Town has received a request to allow for this use again in the summer/fall of 2022. In response, three (3) Revocable License Agreements were drafted from the previous agreements and delivered to Millonzi’s, the Park Bar, and the Platte River Saloon. They are in the packet for the Board to review and make a

“Where History Meets the High Country”

decision on as far as whether or not the Town would like to allow use of a portion of Front Street by each of these establishments again.

State Regulation 47-1103 has been included in the packet as additional information on this matter for the Board and outlines the overall requirements that now exist for operating a CODA.

STAFF RECOMMENDATION

Staff recommends the Board vote to approve or deny each Resolution by motion, second and a roll call vote.

Attachments:

- Resolutions 21, 22 and 23, Series 2022
- State Liquor Rule Regulation 47-1103

Regulation 47-1103. Communal Outdoor Dining Areas.

Basis and Purpose. The statutory authority for this regulation includes, but is not limited to, subsections 44-3-103(11.5), 44-3-202(1)(b), 44-3-202(2)(a)(A), 44-3-202(2)(a)(F), 44-3-202(2)(a)(L), 44-3-202(2)(a)(M), 44-3-202(2)(a)(R), 44-3-601, 44-3-912(6), and 24-4-104(4)(a), C.R.S. The purpose of this regulation is to address requirements for the operation of communal outdoor dining areas.

- A. No licensee shall sell or serve alcohol beverages in a communal outdoor dining area unless
 - 1. The licensee obtains a permit from the state licensing authority and pays the permitting fee established in regulation 47-506; and
 - 2. The state and local licensing authorities have approved both attaching the license to the communal outdoor dining area and a modification of licensed premises pursuant to Regulation 47-302 that includes the communal outdoor dining area.
 - 3. A retail food establishment that does not have a liquor license may also serve food in a communal outdoor dining area approved under this regulation 47-1103.

- B. A communal outdoor dining area must be within 1000 feet of the permanent licensed premises of each of the licensees associated with the communal outdoor dining area. This distance shall be computed by direct measurement from the nearest property line of the land used for the communal outdoor dining area to the nearest portion of the building in which the permanent licensed premises is located, using a route of direct pedestrian access.

- C. If allowed by the local licensing authority, all licensees who wish to be associated with a communal outdoor dining area may submit a joint application to modify their licensed premises to include the communal outdoor dining area. Each licensee is responsible for paying the modification of the licensed premises fee set forth in Regulation 47-506.

- D. All licensees associated with a communal outdoor dining area pursuant to this Regulation 47-1103 must adopt and agree to a security and control plan for the communal outdoor dining area that is approved by the state and local licensing authorities. The security and control plan shall ensure:
 - 1. Any retail food establishments associated with the communal outdoor dining area that does not hold a liquor license acknowledges and agrees that alcohol beverages will be sold in the communal outdoor dining area only by, and under the control of, the licensees associated with the communal outdoor dining area;
 - 2. One or more licensees will supervise or provide security within the communal outdoor dining area during all hours of operation to ensure compliance with this Regulation 47-1103 and all relevant requirements of article 3 of title 44 and the Colorado liquor rules;
 - 3. All licensees associated with the communal outdoor dining area agree they are jointly responsible for complying with this Regulation 47-1103 and all relevant requirements of article 3 of title 44 and the Colorado liquor rules; and
 - 4. All licensees have obtained and will maintain a properly endorsed general liability and liquor liability insurance policy that includes the communal outdoor dining area and is reasonably acceptable to the state and local licensing authorities.

- E. A licensee associated with a communal outdoor dining area shall not:

1. Permit customers to leave the communal outdoor dining area with any alcohol beverage except as permitted under Regulation 47-918;
 2. Permit customers to bring food into the communal outdoor dining area that was purchased outside of the communal outdoor dining area;
 3. Permit takeout or delivery orders to be ordered from or delivered to the communal outdoor dining area;
 4. Sell, serve, or permit consumption of alcohol beverages in the communal outdoor dining area during hours the licensed premises cannot sell alcohol under article 3 of title 44 or the limitations imposed by the local licensing authority;
 5. Sell, serve, dispose of, exchange, or deliver, or permit the sale, serving, giving, or procuring of an alcohol beverage to a visibly intoxicated person or to a known drunkard;
 6. Sell, serve, dispose of, exchange, or deliver, or permit the sale, serving, or giving of an alcohol beverage to a person under twenty-one years of age;
 7. Permit a visibly intoxicated person to remain within the communal outdoor dining area without an acceptable purpose; or
 8. Permit a person to consume an alcohol beverage within the communal outdoor dining area unless it was purchased within the communal outdoor dining area from a licensee associated with the communal outdoor dining area.
- F. Licensees associated with a communal outdoor dining area shall promptly remove all alcohol beverages from the communal outdoor dining area at the end of the hours of operation.
- G. This Regulation 47-1103 does not apply to a special event permit issued under article 5 of title 44 unless the permit holder desires to use an existing communal outdoor dining area and agrees in writing to the requirements of article 3 of title 44 and the local licensing authority concerning the communal outdoor dining area.
- H. A violation of section 44-3-912, C.R.S., or this regulation by a licensee, or by any of the agents, servants, or employees of a licensee, may result in disciplinary action, up to and including license revocation, pursuant to section 44-3-601(1), C.R.S., and may result in summary suspension of a license pursuant to section 44-3-601(2) and Regulation 47-602.
1. If the licensee responsible for the violation cannot be identified, each attached licensee is deemed jointly responsible and subject to discipline for the violation.

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 21
(Series of 2022)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT WITH TIM MILLONZI’S/TAKA-SUSHI, INC. DBA MILLONZI'S RESTAURANT FOR THE USE OF TOWN-OWNED PROPERTY.

WHEREAS, Tim Millonzi/Taka Sushi Inc., DBA Millonzi's Restaurant has made an application to the Town for permission to occupy certain town-owned right-of-way for the purpose of using the property as a Communal Outdoor Dining Area (CODA); and

WHEREAS, the Board of Trustees has determined that a revocable license can be granted authorizing the use of said public right-of-way as requested without injury to the public interest or welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that a revocable license agreement, a copy of which is attached and fully incorporated herein as “**Exhibit A**,” is hereby authorized and approved for Tim Millonzi/Taka Sushi Inc., DBA Millonzi's Restaurant, licensee, and the Mayor and/or Town Administrator are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 2ND day of MAY, 2022

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT-OF-WAY
OR PUBLIC PROPERTY OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC PLACE is granted this _____ day of _____, 2022, (the "Effective Date") by the Town of Fairplay, Colorado, a Statutory Town, ("Town"), whose address is 901 Main Street , Fairplay, Colorado 80440, to Tim Millonzi/Taka-Sushi, Inc., DBA Millonzi's Restaurant("Licensee") whose address is 501 Front Street, Fairplay, CO.

A. The Town owns the right-of-way/public property/public place which is commonly known and/or described as Front Street (the "Licensed Premises").

B. Licensee desires sell/serve food and alcoholic beverages on the Licensed Premises (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Licensed Premises are depicted on Exhibit A attached hereto and incorporated herein by this reference.

C. Pursuant to Fairplay Municipal Code ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public properties and places.

D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.

E. The intent of this License is to authorize, on a temporary and revocable basis, the installation and operation of the Private Activities/Improvements within the Licensed Premises without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive, temporary and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Licensed Premises provided, however, that as conditions to the License, the Licensee shall install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Licensed Premises (Town Right-of-Way/Public Property/Public Place).

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and

upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Licensed Premises and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Licensed Premises encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Licensed Premises (Town Right-of-Way/Public Property/Public Place). Furthermore, Licensee shall operate the Private Activities/Improvements only in accordance with the operating conditions set forth and incorporated herein as Exhibit B.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Licensed Premises due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by Town personnel, or the Town's Licensees or sub-licensees, in connection with conducting maintenance or emergency operations within the Licensed Premises.

f. Licensee agrees to maintain all improvements upon the Licensed Premises in good repair and safe condition at all times. Licensee shall maintain the Licensed Premises reasonably free from unsightly debris or accumulations of trash and in compliance with the standards set by the Town ordinances concerning trash, rubbish and junk.

g. Licensee shall at its sole expense promptly remove from the Licensed Premises and any adjacent areas all snow and trash generated by the operation of the facilities at the Licensed Premises.

3. **Repair of Damages.**

Licensee shall promptly repair all damage to the Licensed Premises caused by its activities, at Licensee's sole expense. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. **Term.**

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License, or on such date as the temporary modification of premises expires, or on such date as the Town resumes full use and access of the Licensed Premises or public place, whichever termination trigger shall occur first. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Licensed

Premises to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

5. Revocation.

a. In addition to, and including, the termination triggers mentioned in Section 4, the Town may also revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Board or the Town Administrator that the Licensed Premises is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Licensed Premises to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when personally delivered by hand, or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification and Insurance

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, sub-licensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the

foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Licensed Premises constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

- (ii) **Insurance.** Licensee shall procure and maintain, at its own cost, policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law, included, but not limited to: commercial general liability insurance, liquor sales liability insurance, workers' compensation insurance.
- (iii) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage and conditions shall constitute a material breach of contract upon which Town may immediately terminate this Agreement.
- (iv) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. **Competing Uses.**

The Private Activities/Improvements and the Licensee's activities within the Licensed Premises shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Licensed Premises. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. **Miscellaneous Provisions**

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be constructed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however,

that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. Underlying Intent and Scope. It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

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

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Chaffee County, Colorado.

f. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

TOWN OF FAIRPLAY, a Colorado Statutory
Municipal Corporation

By: _____
Its: _____

ATTEST:

Janell Sciacca, Town Clerk

LICENSEE:

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this _____ day of 2022, by
_____ as _____ of
_____.

WITNESS my hand and official seal.

My Commission Expires: _____

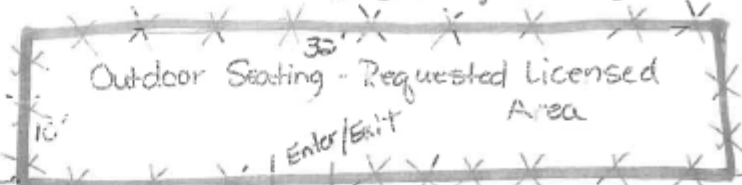
Notary Public

EXHIBIT A

EXHIBIT A

FRONT STREET
RIGHT-OF-WAY

* Fencing / Barrier
Signage to be placed at enter/
and in fencing -
* No Alcohol outside this area
* No Underage Drinking



Sidewalk Not in Licensed Area

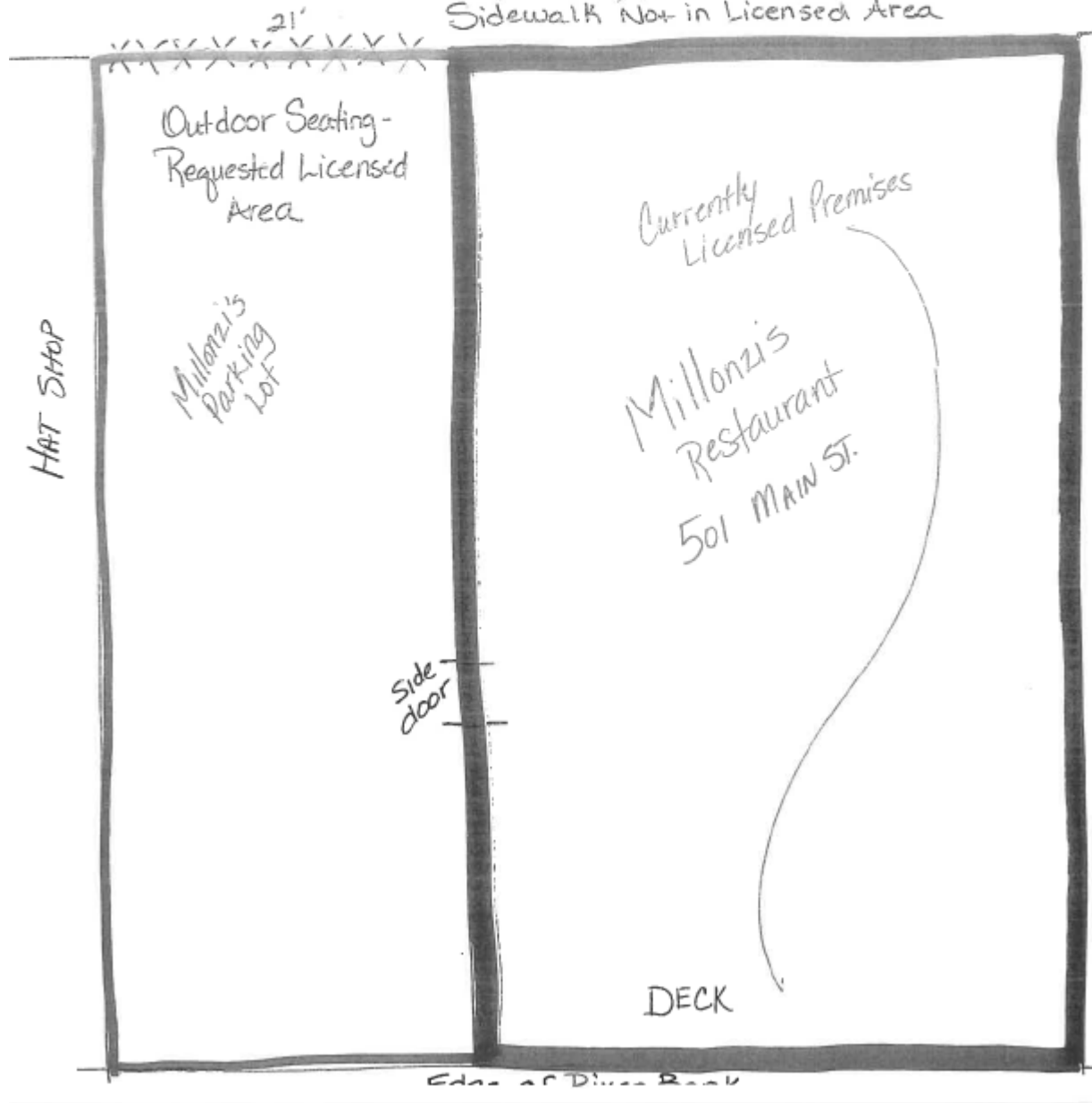


EXHIBIT B

- 1) It is understood by the Licensee that no alcohol may be served in this area until all necessary liquor licenses have been obtained from the Town of Fairplay and the State of Colorado.**
- 2) Licensee agrees that all applicable health orders issued by the State of Colorado and Park County will be complied with and that it is Licensee's responsibility to be aware of such orders.**
- 3) Licensee agrees that the operating hours will end at 9:00 p.m. for outdoor seating authorized by this agreement.**

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 22
(Series of 2022)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT WITH BOBBY MCCALL / MCCALL ENTERPRISES, DBA MCCALL'S PARK BAR FOR THE USE OF TOWN-OWNED PROPERTY.

WHEREAS, Bobby McCall / McCall Enterprises, DBA McCall's Park Bar has made an application to the Town for permission to occupy certain town-owned right-of-way for the purpose of using the property as a Communal Outdoor Dining Area (CODA); and

WHEREAS, the Board of Trustees has determined that a revocable license can be granted authorizing the use of said public right-of-way as requested without injury to the public interest or welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that a revocable license agreement, a copy of which is attached and fully incorporated herein as "**Exhibit A**," is hereby authorized and approved for Bobby McCall / McCall Enterprises, DBA McCall's Park Bar, licensee, and the Mayor and/or Town Administrator are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 2ND day of MAY, 2022

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT-OF-WAY
OR PUBLIC PROPERTY OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC PLACE is granted this _____ day of _____, 2022, (the "Effective Date") by the Town of Fairplay, Colorado, a Statutory Town, ("Town"), whose address is 901 Main Street , Fairplay, Colorado 80440, to Bobby McCall/McCall Enterprises, DBA McCall's Park Bar ("Licensee") whose address is 511 Front Street, Fairplay, CO.

A. The Town owns the right-of-way/public property/public place which is commonly known and/or described as Front Street (the "Licensed Premises").

B. Licensee desires sell/serve food and alcoholic beverages on the Licensed Premises (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Licensed Premises are depicted on Exhibit A attached hereto and incorporated herein by this reference.

C. Pursuant to Fairplay Municipal Code ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public properties and places.

D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.

E. The intent of this License is to authorize, on a temporary and revocable basis, the installation and operation of the Private Activities/Improvements within the Licensed Premises without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive, temporary and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Licensed Premises provided, however, that as conditions to the License, the Licensee shall install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Licensed Premises (Town Right-of-Way/Public Property/Public Place).

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and

upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Licensed Premises and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Licensed Premises encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Licensed Premises (Town Right-of-Way/Public Property/Public Place). Furthermore, Licensee shall operate the Private Activities/Improvements only in accordance with the operating conditions set forth and incorporated herein as Exhibit B.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Licensed Premises due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by Town personnel, or the Town's Licensees or sub-licensees, in connection with conducting maintenance or emergency operations within the Licensed Premises.

f. Licensee agrees to maintain all improvements upon the Licensed Premises in good repair and safe condition at all times. Licensee shall maintain the Licensed Premises reasonably free from unsightly debris or accumulations of trash and in compliance with the standards set by the Town ordinances concerning trash, rubbish and junk.

g. Licensee shall at its sole expense promptly remove from the Licensed Premises and any adjacent areas all snow and trash generated by the operation of the facilities at the Licensed Premises.

3. **Repair of Damages.**

Licensee shall promptly repair all damage to the Licensed Premises caused by its activities, at Licensee's sole expense. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. **Term.**

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License, or on such date as the temporary modification of premises expires, or on such date as the Town resumes full use and access of the Licensed Premises or public place, whichever termination trigger shall occur first. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Licensed

Premises to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

5. Revocation.

a. In addition to, and including, the termination triggers mentioned in Section 4, the Town may also revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Board or the Town Administrator that the Licensed Premises is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Licensed Premises to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when personally delivered by hand, or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification and Insurance

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, sub-licensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the

foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Licensed Premises constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

- (ii) **Insurance.** Licensee shall procure and maintain, at its own cost, policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law, included, but not limited to: commercial general liability insurance, liquor sales liability insurance, workers' compensation insurance.
- (iii) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage and conditions shall constitute a material breach of contract upon which Town may immediately terminate this Agreement.
- (iv) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. **Competing Uses.**

The Private Activities/Improvements and the Licensee's activities within the Licensed Premises shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Licensed Premises. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. **Miscellaneous Provisions**

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be constructed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however,

that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. Underlying Intent and Scope. It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

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

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Chaffee County, Colorado.

f. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

TOWN OF FAIRPLAY, a Colorado Statutory
Municipal Corporation

By: _____
Its: _____

ATTEST:

Janell Sciacca, Town Clerk

LICENSEE:

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this _____ day of 2022, by
_____ as _____ of
_____.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

EXHIBIT A

Exhibit A

FRONT STREET ROW

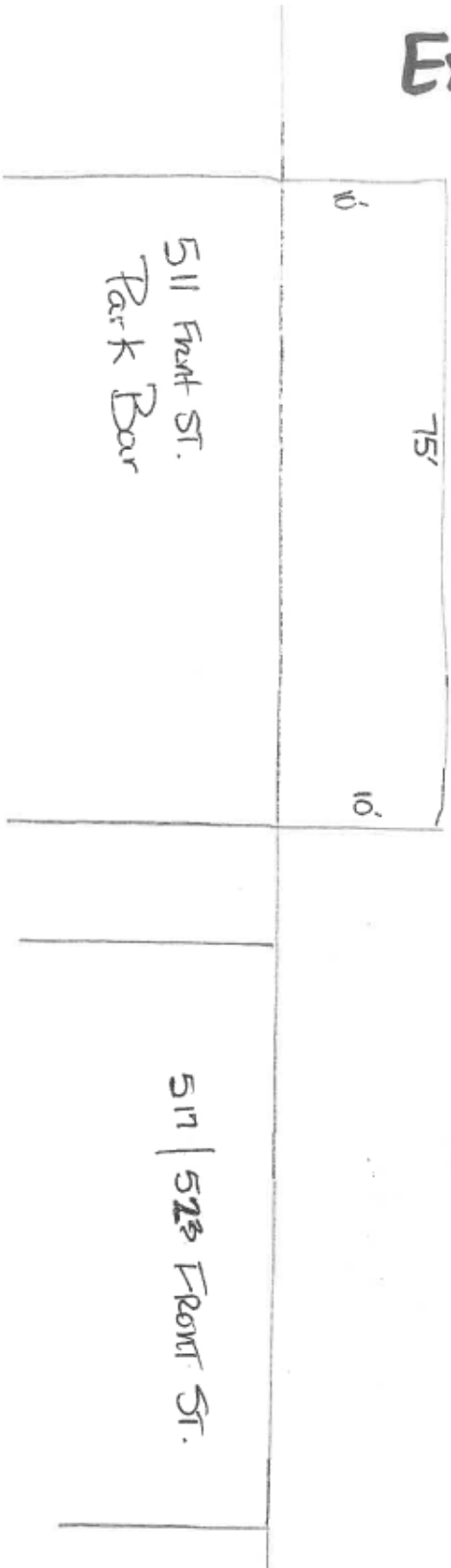
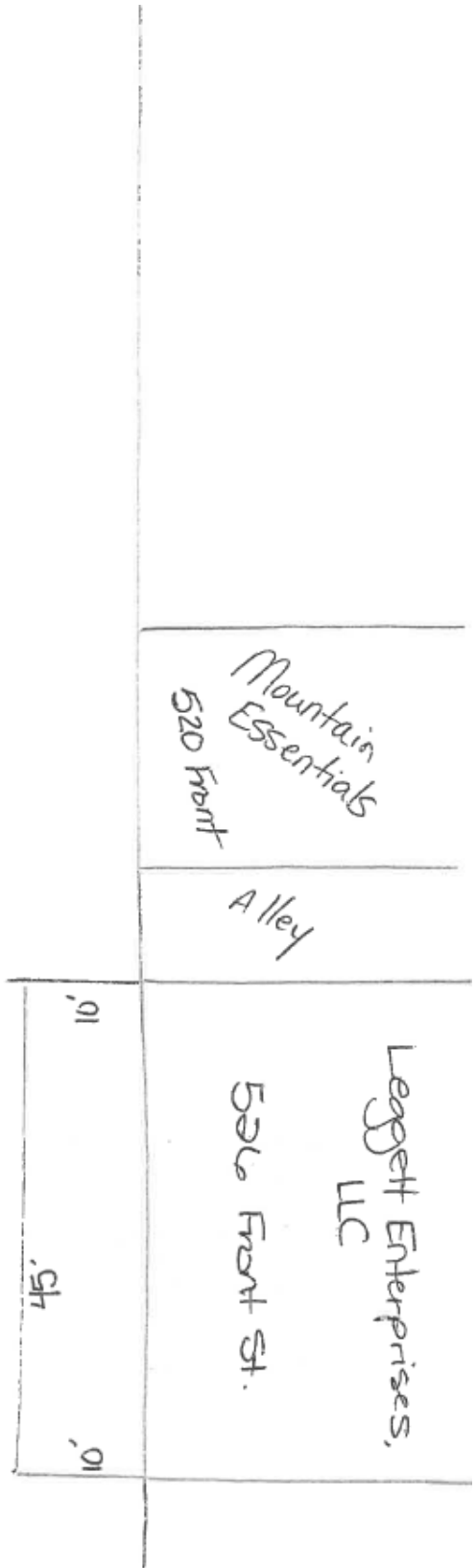


EXHIBIT B

- 1) It is understood by the Licensee that no alcohol may be served in this area until all necessary liquor licenses have been obtained from the Town of Fairplay and the State of Colorado.**
- 2) Licensee agrees that all applicable health orders issued by the State of Colorado and Park County will be complied with and that it is Licensee's responsibility to be aware of such orders.**
- 3) Licensee agrees that the operating hours will end at 9:00 p.m. for outdoor seating authorized by this agreement.**

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 23
(Series of 2022)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT WITH ELLEN CANCHOLA / SOUTH PUB AND GRILL, DBA PLATTE RIVER SALOON FOR THE USE OF TOWN-OWNED PROPERTY.

WHEREAS, Ellen Canchola / South Park Pub and Grill, DBA Platte River Saloon has made an application to the Town for permission to occupy certain town-owned right-of-way for the purpose of using the property as a Communal Outdoor Dining Area (CODA); and

WHEREAS, the Board of Trustees has determined that a revocable license can be granted authorizing the use of said public right-of-way as requested without injury to the public interest or welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that a revocable license agreement, a copy of which is attached and fully incorporated herein as “**Exhibit A,**” is hereby authorized and approved for Ellen Canchola / South Park Pub and Grill, DBA Platte River Saloon, licensee, and the Mayor and/or Town Administrator are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 2ND day of MAY, 2022

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT-OF-WAY
OR PUBLIC PROPERTY OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC PLACE is granted this _____ day of _____, 2022, (the "Effective Date") by the Town of Fairplay, Colorado, a Statutory Town, ("Town"), whose address is 901 Main Street , Fairplay, Colorado 80440, to Ellen Canchola/South Park Pub and Grill, DBA Platte River Saloon ("Licensee") whose address is 517/523 Front Street, Fairplay, CO.

A. The Town owns the right-of-way/public property/public place which is commonly known and/or described as Front Street (the "Licensed Premises").

B. Licensee desires sell/serve food and alcoholic beverages on the Licensed Premises (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Licensed Premises are depicted on Exhibit A attached hereto and incorporated herein by this reference.

C. Pursuant to Fairplay Municipal Code ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public properties and places.

D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.

E. The intent of this License is to authorize, on a temporary and revocable basis, the installation and operation of the Private Activities/Improvements within the Licensed Premises without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive, temporary and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Licensed Premises provided, however, that as conditions to the License, the Licensee shall install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Licensed Premises (Town Right-of-Way/Public Property/Public Place).

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and

upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Licensed Premises and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Licensed Premises encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Licensed Premises (Town Right-of-Way/Public Property/Public Place). Furthermore, Licensee shall operate the Private Activities/Improvements only in accordance with the operating conditions set forth and incorporated herein as Exhibit B.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Licensed Premises due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by Town personnel, or the Town's Licensees or sub-licensees, in connection with conducting maintenance or emergency operations within the Licensed Premises.

f. Licensee agrees to maintain all improvements upon the Licensed Premises in good repair and safe condition at all times. Licensee shall maintain the Licensed Premises reasonably free from unsightly debris or accumulations of trash and in compliance with the standards set by the Town ordinances concerning trash, rubbish and junk.

g. Licensee shall at its sole expense promptly remove from the Licensed Premises and any adjacent areas all snow and trash generated by the operation of the facilities at the Licensed Premises.

3. **Repair of Damages.**

Licensee shall promptly repair all damage to the Licensed Premises caused by its activities, at Licensee's sole expense. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. **Term.**

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License, or on such date as the temporary modification of premises expires, or on such date as the Town resumes full use and access of the Licensed Premises or public place, whichever termination trigger shall occur first. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Licensed

Premises to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

5. Revocation.

a. In addition to, and including, the termination triggers mentioned in Section 4, the Town may also revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Board or the Town Administrator that the Licensed Premises is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Licensed Premises to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when personally delivered by hand, or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification and Insurance

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, sub-licensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the

foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Licensed Premises constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

- (ii) **Insurance.** Licensee shall procure and maintain, at its own cost, policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law, included, but not limited to: commercial general liability insurance, liquor sales liability insurance, workers' compensation insurance.
- (iii) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage and conditions shall constitute a material breach of contract upon which Town may immediately terminate this Agreement.
- (iv) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. **Competing Uses.**

The Private Activities/Improvements and the Licensee's activities within the Licensed Premises shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Licensed Premises. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. **Miscellaneous Provisions**

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be constructed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however,

that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. Underlying Intent and Scope. It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

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

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Chaffee County, Colorado.

f. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

TOWN OF FAIRPLAY, a Colorado Statutory
Municipal Corporation

By: _____
Its: _____

ATTEST:

Janell Sciacca, Town Clerk

LICENSEE:

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this _____ day of 2022, by
_____ as _____ of
_____.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

EXHIBIT A

EXHIBIT 'A'

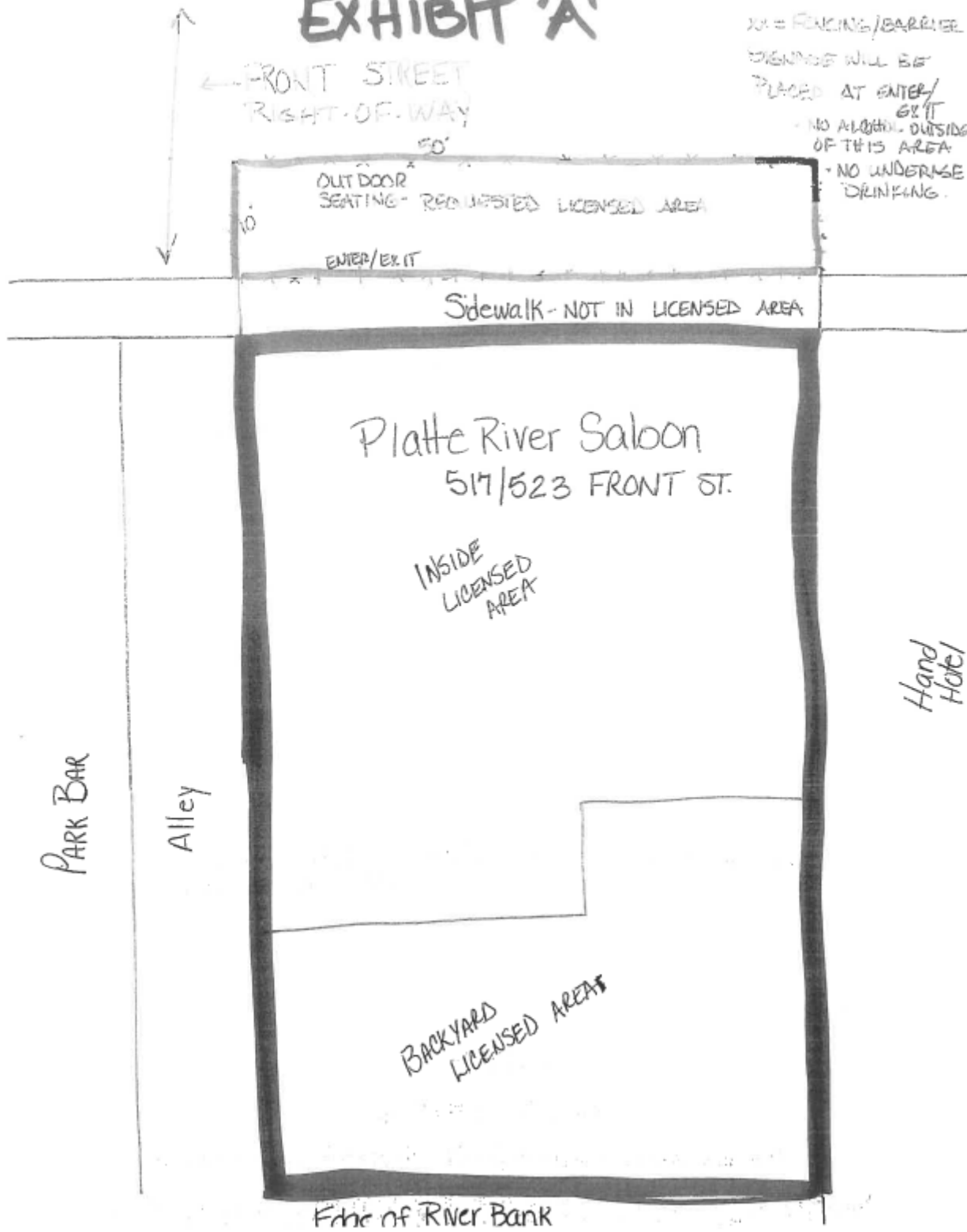


EXHIBIT B

- 1) It is understood by the Licensee that no alcohol may be served in this area until all necessary liquor licenses have been obtained from the Town of Fairplay and the State of Colorado.**
- 2) Licensee agrees that all applicable health orders issued by the State of Colorado and Park County will be complied with and that it is Licensee's responsibility to be aware of such orders.**
- 3) Licensee agrees that the operating hours will end at 9:00 p.m. for outdoor seating authorized by this agreement.**



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: Nina P. Williams, Town Attorney

RE: New Business Item F – Fee Waiver and Reduction Policy for Affordable Workforce Housing Development (*Reso. No. 24*)

DATE: May 2, 2022

BACKGROUND/ANALYSIS:

On February 24, 2022, the Board waived local development review fees up to \$10,000 related to the Summit Habitat for Humanity workforce housing development, which includes eight (8) single family residences, for sale, affordable to the local workforce.

On April 4, 2022, the Town Board held a work session to discuss additional policy options to incentivize and increase the availability of necessary workforce housing for the community. Staff also presented various solutions and a list of qualifying strategies, to be eligible for DOLA incentives housing grants. On that list was 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.” Because the Town Board had recently accomplished just that with the Habitat for Humanity workforce housing project, staff was asked to draft a Resolution adopting an official policy, to memorialize this direction.

STAFF RECOMMENDATION

Staff recommends the Board approve Resolution 24, Series 2021 as presented by motion, second and a roll call vote.

Attachments:

- Resolution No. 24, Series 2022

“Where History Meets the High Country”

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 2022-24

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ADOPTING AND ESTABLISHING A FEE WAIVER AND REDUCTION POLICY FOR AFFORDABLE WORKFORCE HOUSING DEVELOPMENT

WHEREAS, the Town of Fairplay, Colorado (“Town”) is a statutory town, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, pursuant to C.R.S. § 31-15-401, the City by and through its Board of Trustees (“Board”), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and

WHEREAS, the Town Board understands and recognizes the community is currently experiencing a severe housing shortage for the local workforce, due to exacerbated pricing and limited availability in the local housing market; and

WHEREAS, on February 24, 2022, the Town reduced, subsidized and waived all local development review fees, including but not limited to building permit fees, planning and legal review fees, engineering consultant fees, and other Town fees, up to Ten Thousand Dollars (\$10,000) for the Summit Habitat for Humanity workforce housing development, which included eight (8) single family residences, affordable to the local workforce; and

WHEREAS, the Town Board desires to create a program to reduce, waive and subsidize local development review fees for affordable workforce housing development, in order to incentivize these necessary and crucial residential units to keep the community’s “professional infrastructure” living and working in Fairplay; and;

WHEREAS, the Town Board wishes to adopt the below Town of Fairplay Fee Waiver and Reduction Policy for Affordable Workforce Housing Development, as provided below and herein.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, THAT:

Section 1. The Board of Trustees incorporates the foregoing recitals as its conclusions, facts, determinations and findings.

Section 2. The Board of Trustees hereby adopts the Town of Fairplay Fee Waiver and Reduction Policy for Affordable Workforce Housing Development, as follows:

The Town shall waive all local development review fees, including but not limited to building permit fees, planning and legal review fees, engineering

consultant review fees, and other Town fees, in an amount up to Ten Thousand Dollars (\$10,000.00), for an affordable housing development project, as an expression of Town support, if such development includes at least five (5) permanently affordable priced residential dwelling units that do not exceed a price that is affordable to households earning eighty percent (80%) or lower of the Area Median Income (AMI) for Park County as defined annually by the Colorado Housing Finance Authority (CHFA).

For any development that includes two, three or four (2-4) permanently affordable priced residential dwelling units that do not exceed a price that is affordable to households earning eighty percent (80%) or lower of the Area Median Income (AMI) for Park County as defined annually by the Colorado Housing Finance Authority (CHFA), the Town shall subsidize and reduce by fifty percent (50%) all local development review fees, for a subsidy of up to Five Thousand Dollars (\$5,000).

Section 3. Effective Date. This Resolution shall become effective upon adoption.

RESOLVED, APPROVED, AND ADOPTED this 2nd day of May, 2022.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



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 E – Agreement for Fairplay Paving Overlay Project
 Resolution No. 25, Series 2022

DATE: May 2, 2022

BACKGROUND/ANALYSIS:

Each year the Board of Trustees budgets for paving of new streets and overlay maintenance of already paved streets in the Town. For 2022 the Town budgeted \$250,000 for this project and routine repairs such as pothole repairs, crack sealing, etc. In early April, the Mayor, myself and Public Works Director Graham conducted a streets assessment to determine exactly which streets would be included in this year's project. Below is the resulting list:

1. Hathaway Street between eighth and ninth
2. Second Street from Castello to Main Street
3. Aspen Way from Pine Street to cul-de-sac only after raising the road to create drainage
4. Fifth Street between Hathaway and Castello
5. Fifth Street between Bogue and Witcher
6. Hathaway Street from ninth to the USFS
7. Crack fill on Platt Drive from Tristan Loop to new pavement placed last year
8. Crack fill on Fourth Street from Bogue to Main Street
9. Crack fill on Sixth Street between Castello and Witcher
10. Fourth Street from Main to Front Street
11. Crack fill Front Street from Fourth Street to Eighth Street
12. Crack fill Eighth Street from Main Street to Front Street
13. Pave Steinfeld Parkway from Eighth Street to Ninth Street

Unfortunately, due to Fairplay's location, and the current economy, Public Works Director Graham was only able to obtain one bid for the Paving Overlay Project. That bid was from Paving and Pavement Maintenance Services, Inc. in the amount of \$183,386.50. This company has performed these services for the Town now since at least 2018 with little to no issues.

“Where History Meets the High Country”

STAFF RECOMMENDATION

Staff recommends the Board vote to approve or deny Resolution No. 25, Series 2022 by motion, second and a roll call vote.

Attachments:

- Resolutions No. 25, Series 2022
- Professional Services Agreement
- PPMS, Inc. Bid Tab

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 25
Series of 2022**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, A PROFESSIONAL SERVICES AGREEMENT AND CONTRACT WITH PAVEMENT MAINTENANCE SERVICES, INC FOR WORK PAVING OVERLAY SERVICES IN THE TOWN OF FAIRPLAY, CO

WHEREAS, the Town Board of Trustees is committed to ensuring the safety and well-being of the community by providing for well-designed and properly maintained roadways in the Town of Fairplay; and

WHEREAS, each year the Town budgets to perform maintenance of the Town's paved streets; and

WHEREAS, the Town Board of Trustees instructed Staff to solicit and obtain bids for the 2022 Street Overlay Project; and

WHEREAS, the Town received one response from Paving and Pavement Maintenance Services in the amount of 183,386.50; and

WHEREAS, the Town Board of Trustees desires to enter into a Professional Services Agreement to contract with Paving and Pavement Maintenance Services for the 2022 Street Overlay Project at a cost of \$183,386.50.

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

SECTION 1. The Professional Services Agreement attached hereto as **EXHIBIT A** is approved and the Mayor is authorized to approve the contract between the Town of Fairplay and Paving and Pavement Maintenance Services in an amount not to exceed \$183,386.50.

RESOLVED, APPROVED, and ADOPTED this 2nd day of May, 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 2nd day of MAY, 2022, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Paving and Pavement Maintenance Services, 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 ten percent (10%) 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: Check Murphy, Owner
Paving and Pavement Maintenance Services
PO Box 1228
Salida, CO 81201

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

EXHIBIT A

2022 Paving Bid Town of Fairplay 2022 Street Overlay Project

Owner: Town of Fairplay

Date:

Item #	Estm. Qty	Unit	Description	Material Unit Cost	Labor Unit Cost	Total Unit Cost	Total
1	1	LS	Mobilization - include cost of mobilization and bonds			\$ 4,500.00	\$ 4,500.00
2	1	LS	Traffic Control			\$ 1,500.00	\$ 1,500.00
3	1	LS	Patching			\$ 4,350.00	\$ 4,350.00
4	64,107	SF	Overlay with 3" of HMA			\$ 2.50	\$ 160,267.50
5	7,869	LF	Shouldering 2 feet wide where applicable			\$ 1.00	\$ 7,869.00
6	245	SY	Milling - on 4th st. edges and highway tie in 4' wide min			\$ 20.00	\$ 4,900.00
7							
8							
						Sub-Total	\$ 183,386.50
						Contractor Bid Total	\$ 183,386.50

One hundred eight three thousand three hundred eighty six & 50/100

CONTRACTOR BID TOTAL WRITTEN IN WORDS

Pavement Maintenance Services, Inc. 4/15/2022
 COMPANY NAME SUBMITTING BID DATE OF BID

Chuck Murphy 719-530-1776 cell, 719-539-1400 Office
 AUTHORIZED BIDDER SIGNATURE TELEPHONE CONTACT NUMBER

Chuck Murphy chuck@pmspaving.com
 PRINTED NAME OF SIGNATOR EMAIL CONTACT ADDRESS

NOTE: If there are streets that the town determines are adequate with a 2 inch overlay you may deduct \$0.75/sf for those streets.



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 F – Agreement for Building Department Services
 Resolution No. 26, Series 2022

DATE: May 2, 2022

BACKGROUND/ANALYSIS:

The Town of Fairplay is seeing an increase in development activity and expects to potentially have 3-4 developments and construction projects underway at the same time, with several wanting to break ground and begin building in 2022. The Town is also seeing increased activity with remodels and tenant finishes for existing buildings.

The Town's current inspector, Alex Wagner, will not be able to cover all the project development himself, and there are certain inspections he is not able to provide for. Therefore, the Town Administrator, under general direction from the Board, solicited proposals for Building Department Services for the Town. There are three main companies in Colorado that provide these services – SAFEbuilt, Shums Coda Associates, and Charles Abbott Associates. Only two proposals were received.

Upon review of both, Staff felt the most comprehensive proposal was submitted by Charles Abbott Associates, Inc. This company is recommending the Town take over commercial inspections as well as plumbing and electricity, which will result in a more seamless permitting and inspection process for homeowners, business owners and contractors. This company also suggested revisions to the permit fees and taxes. Is it their assertion that both of the aforementioned changes will result in additional revenue for the Town. I did speak with County Manager Tom Eisenman and he was very receptive of the Town taking over commercial inspections, stating the County Staff is inundated with County permits alone. I also inquired with the Fire District to see if they had any desire to talk with the Town and contractor about including fire inspections and plan review but received no response as of the writing of this report.

Charles Abbott Associates also proposes to provide the Town with use of its Permit Issuance and Inspection Tracking program, and Alex Wagner will assist with the issuance of permits, data entry and inspection coordination Alex will also be allowed to shadow the inspectors and learn from them.

“Where History Meets the High Country”

Lastly, Charles Abbott Associates comes highly recommended by the Town of Blue River. Town Manager/Clerk Michelle Eddy said “They are absolutely wonderful to work with.”

STAFF RECOMMENDATION

Staff recommends the Board vote to approve or deny Resolution No. 26, Series 2022 by motion, second and a roll call vote.

Attachments:

- Resolutions No. 26, Series 2022
- Professional Services Agreement
- CAA Proposal to Provide Building Department Services

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 26
Series of 2022**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, A PROFESSIONAL SERVICES AGREEMENT AND CONTRACT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING DEPARTMENT SERVICES.

WHEREAS, the Town of Fairplay is a Colorado Statutory Town and has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Board of Trustees is committed to ensuring the health, safety and well-being of the community by providing for administration and enforcement of Building Code regulations and requirements; and

WHEREAS, the Board of Trustees desires to supplement current Town provided services by contracting with a professional company that specializes in Building Department Services in order to meet current and future development related demands; and

WHEREAS, Town Administration solicited proposals from qualified companies and received two submissions; and

WHEREAS, after reviewing the proposals and speaking with, and asking questions of, both companies, Staff felt the best and most comprehensive proposal was submitted by Charles Abbott Associates, Inc.; and

WHEREAS, Charles Abbott Associates, Inc. represents it is qualified to perform the desired services for the Town of Fairplay, and the Town Board of Trustees desires to enter into a Professional Services Agreement to contract with said company for Building Department Services.

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

SECTION 1. The Professional Services Agreement attached hereto as “**EXHIBIT A**” is approved and the Mayor is authorized to execute the said agreement between the Town of Fairplay and Charles Abbott Associates, Inc. for Building Department Services.

RESOLVED, APPROVED, and ADOPTED this 2nd day of May, 2022.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

EXHIBIT A**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 2nd day of MAY, 2022, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Charles Abbott Associates, Inc., 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 ten percent (10%) 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: Mike Theisen, CBO, Regional Director
Charles Abbot Associates, Inc.
4707 Harlan St, Suite 512
Lakeside, CO 80212

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

CONSULTANT

By: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2022, by _____, as _____ of Paving and Pavement Maintenance Services.

Notary Public

My commission expires:



Charles Abbott Associates, Inc.



PROPOSAL TO PROVIDE

Building Department Services

Town of Fairplay

901 Main Street
Fairplay, CO 80440
Attention: Janell Sciacca, Town Administrator

Date: April 26, 2022

Charles Abbott Associates, Inc.
4704 Harlan St, Suite 512
Lakeside, CO 80212
Toll Free: (866) 530-4980
www.caa.inc

Table of Contents

Letter of Introduction..... 3
Scope of Services 4
Qualifications 9
Company Information..... 14
Related Experience..... 16
Fee Schedule..... 18
Sample Fee Schedule..... 19



Letter of Introduction

Charles Abbott Associates, Inc. (CAA) is pleased to offer Building Department Services to the Town of Fairplay (Town).

Since 1984, CAA has been providing a growing number of cities and towns with outstanding Building and Safety Services, and our vast knowledge, experience, and proven ability to satisfy the needs of municipalities of all sizes has earned us the reputation of being one of the most qualified firms in the industry. Our Project Team brings many years of related project experience together with an expertise in the development and management of similar services, making CAA exceptionally well qualified to provide the requested services to the Town with our highly experienced, licensed, and ICC certified individuals to support your Building Plan Review and Inspection needs.

We have staff currently operating in and providing services for several other municipalities in Colorado, ensuring fast response times, maximum efficiency, and the ability to add qualified personnel at any time should workload demands increase. Our staff is technically qualified, trained, properly licensed, and certified to provide all anticipated plan review and inspection services in accordance with State and local codes and ordinances and works closely with engineers, architects, and designers, providing greater insight as to the constructability of design and the adherence to State and Federal codes, rules and regulations, Land Development Regulations (LDRs) and acceptable building practices. Our staffing levels ensure that inspections are always conducted in an efficient and courteous manner, both responsive to the Town's and the public's needs. And finally, when workload demands increase, CAA has the ability to quickly add certified and qualified staff to meet that increase in workload.

Most of our staff is cross-trained, providing a very efficient use of personnel and expediting the process for the applicant. We have experience in a full range of different types and sizes of developments, ranging from single family dwellings to rural properties to master planned communities, mixed use developments, planned unit developments and industrial/commercial business parks.

Should the Town have any questions, please contact me directly. We look forward to further discussing your service needs. Thank you in advance for your consideration.

Sincerely,

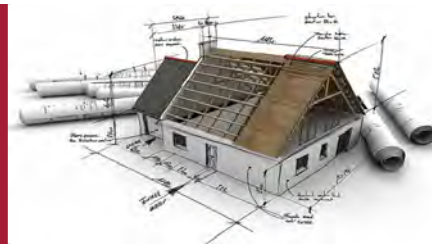
CHARLES ABBOTT ASSOCIATES, INC.



Mike Theisen, CBO, Regional Director



Scope of Services



Our concept of delivering high quality service is different from other companies offering similar services by providing on-site staff to bridge the disconnect that can occur between municipalities and contracted service providers.

CAA is committed to fulfill the Town's scope of services in a comprehensive and thorough manner with staff that is service oriented, courteous, and reliable. The individuals assigned to the Town do not only possess the technical skills required, but also the interpersonal skills that tie technical know-how to practical service. CAA will provide ICC Certified Building Officials, Building Inspector(s) and State licensed Master Electricians as dictated by workload. CAA's Building Inspectors are available to conduct all inspection requests no later than the next business day, or on the day they were assigned by the Town. CAA provides building code related code enforcement and is available to consult with the Town's Building Official on building department or permit issues and questions as they arise.

Building Code Administration Services

CAA's Administrative Services provides qualified, as-needed staff to respond to the client's needs for expert code interpretations and other staff support. Our building official gives inspectors technical support without the expense of a full-time staff. CAA's Building Official is certified and experienced in supervising and administering all Building and Safety functions, including:

- Quality control review of plan checks and inspections
- Building codes updates and adoption
- Enforce building codes and ADA Standards for Accessible Design
- Enforce adopted codes in regard to unsafe structures, existing building, rental property maintenance and energy code compliance
- Lend expertise in the plan review and inspection of historic structures
- Ensure compliance with zoning conditions, certificate of appropriateness, and conditions of approval
- Resolution of resident's inquiries and complaints
- Processing of complex Building Code Issues and dispute resolution
- Building and Safety Procedures Manual development and maintenance
- Ensure preparation of detailed monthly, quarterly, and annual reports of their activities to the Town. Reports will include, but are not limited to, staffing levels provided, staff hours expended, the number of plans reviewed, number of inspections performed, and other statistical information pertinent to the services provided
- Participate in pre-development review and provide comments
- Attendance of Planning Commission and Council meetings (as-needed)
- Ensure the maintenance of all necessary equipment to perform the contracted services
- Ensure proper staffing levels, supervision and training of all subordinate team members in order to maintain the minimum production standards
- Ensure records maintenance of approved plans and permits as required by law

- Develop training and educational materials relevant to building safety for dissemination to the elected and appointed officials, contractors and general public
- Attend court hearings regarding building code violations when requested
- Attend meetings of other local building officials to discuss proposed code changes, enforcement issues, new code compliant technology and alternatives
- Review for approval all alternative materials, designs or methods of construction for compliance with the intent and provisions of the code

Building Inspection Services

CAA provides the inspection of structures under construction in the Town for compliance with all local ordinances, state and federal laws that pertain to Building and Safety and for compliance with the adopted Building Code, Residential Code, Plumbing Code, Electrical Code, Mechanical Code, Property Maintenance Code, Town adopted or proposed Sustainability Standards, and Accessibility and Energy Codes in addition to any Building Division Policy Statements as issued by the Chief Building Official.

We will assign inspectors to the Town as required by workload. A Certified Building Inspector will also be available to conduct urgent building inspections, should they arise. Inspectors assigned to the Town will:

- Coordinate all building inspection requests
- Perform periodic construction inspections for compliance on projects under construction as issued by permit from the Town. Each structure will be inspected for compliance with the reviewed plans, and Minimum Standards and Code adopted by the Town
- Perform all inspections according to the adopted building codes and local amendments
- Provide inspection consultations to citizens, applicants, and contractors
- Perform code clearance inspections related to business licenses, as necessary
- Inspect for code compliance for accessibility, grading, building, electrical, mechanical, and plumbing work, etc.
- CAA staff is trained to quickly identify and document any areas of non-compliance, and is able to suggest corrective actions or alternate means where applicable
- Code enforcement violations will be reported to the Town immediately. CAA will submit a written record to the Town as a result of any inspection within 24 hours after inspection period
- Construction and demolition permitting process
- Observe all safety and security procedures, and will report potentially unsafe conditions immediately
- We assure the Town that all inspection turn-around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective.
- CAA will issue stop-work notices for non-conforming building activities as required
- Provide code administration, inspection and enforcement
- Provide complete, clear, concise corrections for the permit holder; corrections will be provided in a legible list and presented in a professional manner. Inspection reports will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable)
- Be available with advance notice to attend meetings with staff, public officials, developers, contractors, and the general public as needed or directed in order to resolve problems and issues quickly and efficiently
- Inspectors will conduct any necessary or required emergency inspections as directed by the Town. Investigations will include field and office research, follow-ups and preparation of documentation

- Maintain certification/registration through ongoing training when necessary
- Communicate technical knowledge in simplified terms to help clients/customers comply with regulations
- Inspection reports will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable). CAA personnel will be available to discuss inspection results with appropriate site personnel, resident and/or owner, as needed
- As required, CAA will provide detailed weekly, monthly, quarterly, and annual reports of our activities to the Town. The reports will include, but are not limited to, fees collected, staffing levels provided, staff hours expended, the number of inspections made, and other financial, operational, and statistical information pertinent to the services provided
- Provide additional services as needed and as requested by the Town

Plan Review Services

CAA provides the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety. We ensure compliance with the adopted Building Code, Residential Code, Plumbing Code, Electrical Code, and Mechanical Code, Building Standards Code, Accessibility and Energy Standards, and the Municipal Code. Plan review will be performed in-house at Town Hall and off-site when the need arises due to workload variations and in order to meet our committed timelines.

Our approach to plan review ensures that plans submitted to CAA for review are properly tracked and processed. Our system ensures that each plan or permit is assigned, returned, and handled on time and within budget. The status of any plan can easily be determined at any point in time.

Our registered professionals and certified plan examiners review all plans and calculations, thus ensuring that the technical components and all code items are thoroughly reviewed. Most of our plans examiners are cross-trained and also certified as inspectors, providing a very efficient use of personnel and expediting the process for the applicant. We provide timely turnaround of plan reviews and re-reviews based on guaranteed turn-around times. Our staff also handles any coordination required as part of the review.

A certified plan reviewer will conduct a reasonable and lawful plan review of submitted construction documents for compliance with the following items:

Administrative Requirements

Construction Documents shall be reviewed for their accuracy, completeness, proper supporting documentation, required signatures and seals.

Building Planning Requirements

Submitted plans shall be reviewed for use and occupancy classifications based upon potential fire hazard, height and area limitations, type of construction classification, fire resistance rating of building elements and their respective requirements, special use and occupancy.

Occupant Needs Requirements

CAA certified plans examiners will review submitted construction documents for compliance with means of egress; accessibility (when contracted or in conjunction with local Fire Marshals); the interior

environment requirements for room sizes, ceiling height, light and ventilation.

Architectural

CAA staff is certified and experienced in all phases of architectural review, including construction types, occupancies, separations, heights, areas, egress means, and fire/life safety. CAA staff will bring many years of experience to the Town's review and inspection process with respect to size, shape, and use of buildings with varying complexities. Many of CAA's staff are active in architectural code promulgation at the state and national level and several sit on International Code Council (ICC) committees.

Structural System and Material Requirements

CAA's plan review structural engineers have

reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. When required, structural drawings are reviewed by a licensed engineer in order to verify code compliance for all gravity loads, lateral loads and special loading conditions. Calculations are reviewed for completeness; materials indicated on the plans are identified and reviewed for conformance.

Mechanical, Plumbing, and Electrical System Requirements

These systems are reviewed for code compliance with respect to their construction, installation, inspection, operation and maintenance as well as any potentially adverse interactions.

Energy

CAA staff members are certified and familiar with the Energy Efficiency Standards for Residential and Non- Residential Buildings. Extensive annual training ensures that each staff member is aware of the specifics of their respective state programs. Plans and supporting documentation is reviewed for completeness, accuracy and minimum code compliance.

Accessibility

CAA staff attends ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on Accessibility Compliance

Committees. Engineers, plans examiners, and certified personnel are fully trained and familiar with all applicable accessibility codes.

LEED

CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC) and Leadership in Energy & Environmental Design (LEED) certification standards. CAA has staff certified through the LEED process that are available to review development projects that are required to have LEED Certification(s).

Green Building Code Review

CAA will provide staff that is certified as Green Building professionals when required. As with LEED certification, CAA seeks to enhance and improve development projects through cooperation and collaboration with stakeholders.

CAA has taken extensive steps to implement and use more efficient or “green” service options to its clients. CAA can provide various communication options, including electronic plan review, video conferencing and virtual permit specialist to our clients and applicants to reduce environmental impacts such as paper use, travel and commute impacts – all intended to reduce CAA’s and the Town’s carbon footprint.

Plan Review Timeframes

All initial reviews will be returned within 5 business days for single family residential, small commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan reviews in less than half the time.

Single Family Dwelling	5 days
Re-Review	5 days
Tenant Improvements	5 days
New Commercial/Industrial (< than 10 million valuation)	10 days
New Commercial/Industrial (> than 10 million valuation)	15 days
Revisions to Approved Plans	1-5 days

Emergency Response Services

In the event of a local or regional disaster, all on-site CAA assigned staff will be accessible, available, and prepared to respond to emergency calls regarding building related issues. We create rotational schedules to service emergencies as they occur, with a calling order to ensure no issues are left unaddressed. CAA provides and ensures disaster service kits are maintained to respond to disasters. CAA employees are required to be Disaster Service Worker certified in within 6 months of hire date. In addition, CAA will provide additional Building and/or Engineering Staff for emergency situations.

For example, after hurricane Michael, the first category 3 hurricane to make a direct hit on the state of Georgia in more than a century and leaving widespread destruction in its wake in October 2018, CAA provided emergency Engineering and Building and Safety staff to the City of Albany. During this emergency, CAA's most urgent effort was geared towards conducting timely no power inspections, followed by building repair and roofing inspections.

To further improve the expediency of the process, CAA doubled the number of staff assigned to the City temporarily, and the City's Planning and Development Department extended its hours to provide permits and inspections over the weekend from 8:00 a.m. to 5:00 p.m. for a period of time. And despite the overwhelming influx of requests, inspections requested before 4:00 p.m. were still made the same day.

Permitting Software

CAA offers to provide the City with a standard version of CityTech Solutions, our own customized Permit Issuance and Inspection Tracking tool with a user-friendly interface.

This software system will be provided at no cost to the City, and includes:

- Access to Contractor State license records.
- Ability to use iPads or comparable field tablets for technological efficiencies
- iPads are provided to all inspectors.
- Ability to attach PDF and photos to permit file.
- Searchable database by any field.
- Report types include at minimum:
 - Daily inspection and plan review logs.
 - Inspection/plan review turnaround times.
 - Pass/fail status.
 - Revenue stream by permit type.

Data that currently exists within another software system can be imported into CAA's software to ensure business continuity and avoid disruptions. Additional modifications and customizations beyond the standard version can be provided at an additional cost.

Qualifications



Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

CAA is able to consistently achieve high standards of service as a direct result of the company's commitment to nurturing a team of professionals with an exceptional work attitude, mind-set, experience and skills that are unique to CAA. Each staff member is highly trained and extremely conscientious when it comes to carrying out the corporate mission of providing unsurpassed customer service.

We will provide the Town with a team of highly qualified, licensed, and certified individuals to support your Building Inspection and Plan Review needs. Our staff is technically qualified, trained, properly licensed and certified to provide all services to meet your workload needs. **Mr. Mike Theisen, CBO, MCP** is the project manager selected to work with the Town to ensure that our policies, procedures, and manpower provide the level of service the Town desires. He will supervise the project and maintain continuous communication with the Town to ensure **100% satisfaction** with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours.

Name and Title: Mr. Mike Theisen, CBO
Phone: (303) 775-5129
Address: 4704 Harlan St, Suite 512
Lakeside, CO 80212
Email: miketheisen@caa.inc

MIKE THEISEN, CBO, MCP, MASTER ELECTRICIAN

MASTER CODE PROFESSIONAL

Years of Experience: **20+**

LICENSES

Colorado Master Electrician License #ME.0028484

With over 20 years of experience, Mr. Theisen oversees all operations for CAA in the State of Colorado. He is a Certified Building Official, Master Code Professional, and Master Electrician with superior knowledge of the National Electrical Code and use of Code Book. He is proficient in all areas of electrical construction, to include residential, commercial, and industrial for both new construction and remodels. As CAA's Regional Operations Manager, he is responsible for overseeing operations in all of CAA's Colorado jurisdictions, including plan review, inspections, and all areas of commercial and residential construction. Past project experiences include serving as the Lead Building Inspector and Code Enforcement Official for the Town of Keenesburg, Colorado and the Chief Building Inspector for the Town of Lyons. Mr. Theisen has obtained several additional International Code Council certifications to include Commercial and Residential Plumbing, Mechanical, and Building Inspector/Plan Reviewer.

CERTIFICATIONS

Property Maintenance and Housing Inspector
Plumbing Code Specialist
Building Code Specialist
Mechanical Code Specialist
Electrical Code Specialist
Certified Building Official
Master Code Professional
Combination Plans Examiner
Electrical Plans Examiner
Commercial Combination Inspector
Electrical Inspector
Commercial Electrical Inspector
Mechanical Inspector
Building Inspector

Plumbing Inspector
Mechanical Plans Examiner
Commercial Mechanical Inspector
Plumbing Plans Examiner
Commercial Plumbing Inspector
Building Plans Examiner
Commercial Building Inspector
Residential Combination Inspector
Residential Plans Examiner
Residential Mechanical Inspector
Residential Electrical Inspector
Residential Plumbing Inspector
Residential Building Inspector

PROFESSIONAL MEMBERSHIPS

International Code Council (ICC)

MICHAEL MARSH, BUILDING INSPECTOR

CERTIFIED BUILDING INSPECTOR

Years of Experience: **30+**

LICENSES

City and County of Denver Licensed Building Contractor Class B LIC17142

Mr. Marsh is experienced with all phases of construction management associated with residential and commercial construction projects, allowing him to conduct thorough building inspections for compliance with building code. He interacts well with contractors and homeowners and offers customer service based resolution skills. He has experience in the assessment and identification of design parameters, compliance with industry standards and codes, and implementation of solutions to address deficiencies and safety issues. Mr. Marsh is always available to answer code compliance questions for homeowners and contractors via email and phone.

CERTIFICATIONS

Residential Building Inspector
Commercial Building Inspector
Building Inspector
Commercial Plumbing Inspector
Commercial Mechanical Inspector

Residential Plumbing Inspector
Plumbing Inspector
Inspection Certification Associates (ICA) Certified
Home Inspector

PROFESSIONAL MEMBERSHIPS

International Code Council (ICC)

KIRK MONEY, BUILDING INSPECTOR

CERTIFIED BUILDING INSPECTOR & PLANS EXAMINER

Years of Experience: **24+**

Mr. Money serves as Building Inspector for CAA's Colorado clients. He reviews building's structural soundness and safety features, and verifies that building codes, ordinances, contract requirements, and zoning regulations are met for the structure.

CERTIFICATIONS

Commercial Building Inspector
Residential Building Inspector
Residential Plumbing Inspector
Plumbing Plans Examiner
Commercial Plumbing Inspector
Building Plans Examiner
Residential Plans Examiner
Building Inspector
Mechanical Plans Examiner
Commercial Mechanical Inspector
Plumbing Inspector

Residential Mechanical Inspector
Mechanical Inspector
Accessibility Inspector/Plans Examiner
Residential Energy Inspector/Plans Examiner
Property Maintenance and Housing Inspector
Code Enforcement Officer Basic & Advance
Certification, Association of Code Enforcement
Officials
Quality Construction Certification, Home Builders
Association

PROFESSIONAL MEMBERSHIPS

International Code Council (ICC)

PETER GONZALEZ, LICENSED MASTER ELECTRICIAN

ELECTRICAL INSPECTOR

Years of Experience: **19+**

LICENSES

Colorado Licensed Master Electrician #ME.0601073

With many years of experience in the electrical field, Mr. Gonzalez meets the State's requirements for electrical inspections and serves as electrical inspector for CAA. He has excellent knowledge of the National Electrical Code and use of Code Book and is proficient in all areas of electrical construction, to include residential, commercial, and industrial for both new construction and remodels. He is responsible for performing and overseeing electrical inspections, including electrical plan review and all areas of commercial and residential construction.

CERTIFICATIONS

Residential Building Inspector

PROFESSIONAL MEMBERSHIPS

International Code Council (ICC)

TROY DICKER, CBO

CERTIFIED BUILDING OFFICIAL / BUILDING INSPECTOR

Years of Experience: **4+**

Mr. Dicker currently serves as the Chief Building Official for the Town of Keenesburg. He conducts building inspections for compliance with building code and is experienced with all types of residential and commercial roofing systems. He interacts well with contractors and homeowners and offers customer service based resolution skills. He has experience troubleshooting non-compliant building code issues, scheduling and routing priority inspections while maintaining a heavy workload, and is always available to answer code compliance questions for homeowners and contractors via email and phone. He most recently initiated a comprehensive code update for the Town of Keenesburg.

CERTIFICATIONS

Residential Building Inspector
Residential Electrical Inspector
Residential Plumbing Inspector
Residential Mechanical Inspector
Residential Combination Inspector
Commercial Building Inspector
Residential Plans Examiner
Residential Energy Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
Commercial Plumbing Inspector
Plumbing Plans Examiner
Plumbing Inspector
Mechanical Plans Examiner
Commercial Mechanical Inspector
Mechanical Inspector
Accessibility Inspector/Plans Examiner

ICC / AACE Property Maintenance and Housing Inspector
Commercial Energy Plans Examiner
Certified Building Official
Mechanical Code Specialist
Building Code Specialist
Plumbing Code Specialist
Legal Module
Building Codes and Standards Module
Management Module
Commercial Energy Inspector
Permit Technician
Permit Specialist
Zoning Inspector
Housing and Zoning Code Specialist
Green Building - Residential Examiner
Energy Code Specialist

PROFESSIONAL MEMBERSHIPS

International Code Council (ICC)

STEVE AHUNA, PE, CBO

REGISTERED CIVIL ENGINEER/CERTIFIED PLANS EXAMINER

Years of Experience: **31+**

EDUCATION

M.S., Applied Economics, Santa Clara University, Santa Clara, CA
B.S., Architectural Engineering, California State University, San Luis Obispo

Mr. Ahuna is a Civil Engineer in Colorado, California, Nevada, Florida, Arizona and Texas, and has over 30 years of experience in the architectural and structural review of residential and non-residential plans. He has plan review experience working for both private and municipal entities. Prior to working as a plan checker, he worked for a private consulting structural engineering firm as a design engineer for residential and non-residential buildings.

CERTIFICATIONS

Building Official
Plans Examiner
Plans Examiner UBC
OES/CALEMA DISASTER SERVICE WORKER
Post Disaster Assessment SAP

PROFESSIONAL MEMBERSHIPS

International Code Council (ICC)
California Building Officials (CALBO)
Structural Engineers Association of California (SEAOC)
American Society of Civil Engineers (ASCE)

Company Information



CAA is a professional services consulting firm providing Building & Safety, Engineering, Environmental, and Fire Prevention Services exclusively to municipalities.

Charles Abbott Associates, Inc. (CAA) has been a national contract service provider to local government agencies since 1984 and exclusively serves public agencies. Our CAA professionals have many years of municipal experience to support the Town and have a deep understanding of professional Building and Safety Services in a municipal setting.

CAA's team is structured to allow flexibility in manpower and will match fluctuating workloads and priorities with proper staff. Short-term fluctuations are leveled out through temporary use of other CAA personnel brought in for peak periods. Long-term needs are met through the addition or removal of trained staff, as well as finding more efficient ways to manage and accomplish existing work. CAA currently provides comprehensive Building and Safety Services to several nearby municipalities, and will be able to share sufficient available resources with those municipalities to conduct the Town's building inspections and plan reviews.

Name of Firm: Charles Abbott Associates, Inc. (CAA)

Headquarters: 27201 Puerta Real, #200
Mission Viejo, CA 92691
(866) 530-4980

Local Office: 4704 Harlan St, Suite 512
Lakeside, CO 80212

Regional Director: Mr. Mike Theisen, CBO, Director
(303) 775-5129
miketheisen@caa.inc

Entity Type: Corporation

Federal Tax ID: 33-00753899

Number of Employees: 212

Date of Incorporation: 1984

Since our incorporation in 1984, CAA has grown to a full-time staff of over 200 employees and boasts a record of very low staff turnover, which has proven highly beneficial to our clients. Our staff is fully credentialed and cross-trained, effectively meeting our building and safety and public works commitments to our clients. Each one of our team members has worked on similar projects and has served the public sector for many years.

CAA is an industry leader in cross-training our employees in order to streamline the inspection process. Each inspector is able to perform multiple inspections, which is both cost effective and simplifies the process for contractors, causing less wait times for inspections to be approved. We are devoted to keeping our certified and licensed staff up-to-date on the latest practice, techniques and skills in their areas of specialization and provide our staff with on-going training, both in-house and with other professional seminars and classes. This training ensures our staff has the knowledge and other resources available to help them provide high quality service to our customers. Since our approach to training is ongoing and not just occasional, we can assure our clients of work that is in full compliance with current standards. In addition, because our people are well trained, they face

no learning curve and are able to get to work immediately.

We pride ourselves on being a “team player” in each municipal service engagement. We train our staff to recognize that citizens of the community, Town staff and other consultants are our customers and, as such, deserve our best efforts to respond, assist, support, and work hand-in-hand. Our team members will also learn and keep up to date on Town policies and procedures as we commence our engagement. Our staff will participate, as requested, in staff meetings and meetings with individuals and companies who are coming to the Town to procure services. CAA staff will adhere to all Town personnel policies and directives including hours of operation, dress code, and other team building efforts.

CAA expects and demands that the staff we assign to the Town quickly becomes a productive part of the Town’s team. We assure you that if we make an assignment and our staff member is not compatible (personality, personal behavior, etc.) with Town staff we will, with your knowledge and approval, substitute another CAA staff member who can integrate seamlessly into your team.

We will not be using any sub-consultants, sub-contractors, suppliers or manufacturers to fulfill the services outlined in this proposal. CAA will provide the level of qualified staff required to meet the Town’s workload demands and turnaround times through our own certified building inspectors and plans examiners. Backup staff is available to cover CAA staff’s vacation, sick leave, etc. as well as absorb any increase in workload the Town may experience.

Related Experience



CAA is extremely proud of the track record and length of time we have continuously provided high quality, responsive, cost effective, and customer-oriented services to our clients.

The following list shows CAA's local projects with an outline of services provided to each client, as well as the length of time that we have been performing the referenced service.

REFERENCES	SERVICES	SINCE
City of Louisville Jeff Durbin, City Manager (303) 335-4533 749 Main Street, Louisville, CO 80027	Building & Safety	2022
Town of Blue River Michelle Eddy, Town Manager (970) 547-0545 0110 Whispering Pines Circle, Blue River, CO 80424	Building & Safety	2021
Town of Breckenridge Mark Truckey, Community Development Director (970) 542-3960 150 Ski Hill Road Breckenridge, CO 80424	Building & Safety	2020
City of Central City Lisa Roemhildt, Interim Comm. Development Director (303) 582-5251 x 207 141 Nevada Street, Central City, CO 80427	Building & Safety	2020
City of Commerce City Russel Wonders, Assistant Building Official (303) 289-3796 7887 East 60th Avenue, Commerce City, CO 80022	Plan Review	2020
City of Fort Morgan Steve Glammeyer, Director of Public Works (970) 542-3960 110 Main Street, Fort Morgan, CO 80701	Building & Safety	2020
Town of Keenesburg Debra Chumley, Town Manager (303) 732-4281 140 S. Main Street, Keenesburg, CO 80643	Building & Safety Code Enforcement	2019
Town of Bennett Sara Aragon, Community Development Manager (303) 644-3249 401 S First Street, Bennett, CO 80102	Building & Safety Electrical Inspection	2017 2018
City of Wheat Ridge Kenneth Johnstone, Community Development Director (303) 235-2844 7500 W. 29 th Ave., Wheat Ridge, CO 80033	Building & Safety	2016

<p>Town of Lyons Victoria Simonsen, Town Administrator (303) 823-6622 432 5th Avenue, Lyons, CO 80540</p>	<p>Building & Safety</p>	<p>2016</p>
---------------------------------------------------------------------------------------------------------------------------------	------------------------------	-------------

CAA has over 36 years of experience providing contract services to cities and towns. The case studies below illustrate our ability to respond quickly to any increase in workload, whether caused by a spike in building activity or a natural disaster.

City of Wheat Ridge, Colorado

With growing development activity, the City started looking at alternatives to provide its building department services. In April 2017, CAA was selected to support the City with as-needed inspections to assist with any increase in building activity. Shortly thereafter, the area was hit by Colorado’s most destructive hailstorm to date, with hailstones as big as baseballs pelting areas west of the Denver metro area, including Wheat Ridge, and causing a record of \$1.4 billion in damage to vehicles, buildings, and infrastructure.

One of the many advantages of utilizing a private provider for building department services is the ability of those providers to meet any sudden changes in workload with additional staff. Immediately following the storm, inspections at the City skyrocketed from an average of 30 per day to well over 100 per day, but CAA was able to handle this increase smoothly and efficiently by bringing in up to 7 additional staff members during peak times, minimizing wait times and allowing residents to get back to normal as quickly as possible. “CAA was able to identify necessary resources from as far away as California, Nevada and Georgia so that we could meet the volume of work that was created by the storm”, said Ken Johnstone, Community Development Director of the City. “By the end of the year we had issued and inspected over 7,000 residential roofs alone – over half of the single family homes in the City. We are all proud to say that we never stopped our longstanding practice of honoring next day inspections and maintained our best practice of completing mid-roof inspections in addition to final inspections”.

One year after the storm, this business model has proven highly beneficial to Wheat Ridge, and CAA was hired to run the City’s entire building department. Says Ken Johnstone: “We were able to negotiate an attractive pricing strategy whereby CAA retains only a portion of our various building permit and plan review revenues, and that percentage share back goes down as work volume goes up, which was very attractive to the City. We have now officially been using CAA in this full-service model since early March, 2018 and couldn’t be more pleased with how CAAs commitment to customer service and professionalism is delivering on the needs of the City, its citizens and our contractor community!”

Town of Lyons, CO

As a small town, Lyons is no stranger to the concept of public private partnerships and has outsourced its building department services for a number of years. CAA has been the provider of choice since 2017 and operates the Town’s whole building department, including building plan review, building inspections, software system administration, and building official services.

CAA prides itself in bridging the disconnect that often occurs between municipalities and contracted service providers by providing a consistent presence and availability of highly trained personnel. CAA keeps regular office hours at the Town, conducts inspections the very next day, and is always available by phone and email, thus guaranteeing the public crucial access to building services right when they are needed. In addition, CAA provides the Town with its own permit issuance and tracking system.

According to Victoria Simonsen, Town Administrator: “Lyons is still in recovery from a nationally-declared disaster in 2013. CAA was able to address our increased needs and is providing excellent services to our community. The staff have been responsive, timely and have great customer service skills! We are very satisfied with the building inspection and plan review services that we are receiving from them.”

Fee Schedule



Fees below are inclusive of all costs, including general and administrative, travel, per diem, training, materials, supplies, and other items necessary to complete the project.

CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. All of our services as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in our fees.

CAA offers to provide all Building Department Services for residential and commercial projects under construction in the Town. Under this option, CAA will handle all plan reviews and inspections associated with a particular project (or multiple projects) from start to finish for a percentage of the fees collected for permits for the particular project by the Town. Thus, the amount collected by CAA only increases as the revenue to the Town increases also. Conversely, the amount collected by CAA decreases when the amount of work drops and the Town collects less permit fees as a result. This minimizes the financial risk for the Town and shifts the responsibility for economic fluctuations and construction activity entirely to CAA. By using the percentage of the fee model, CAA helps reduce fixed costs and overhead, and ensures that building department costs will not exceed revenues. And by sharing in the Town's revenue, CAA has a vested interest in becoming an integrated part of the community, as well as improving operational systems and processes where needed to serve the Town as efficiently as possible.

Based on the assumption that the Town will adopt a new fee schedule similar to the one provided on the following pages, CAA would be able to provide building official services, inspection services and plan review services for the following percentage of building permit and plan check fees collected for the assigned project:

Permit Fees Calculated Per Project*	CAA's % of Fees
All building permit fees calculated for the project	70%

**For permits that are not assessed the full fee by the Town, CAA will invoice as if the Town had collected the fee calculated for the project.*

Should the Town desire additional services not outlined in the Scope of Work, those services can be negotiated.

EXHIBIT A

Building Permits, Fees and Taxes

The determination of value or valuation for purposes of determining and assessing the applicable building permit fee shall be made by the building official. The value of a project will be based on the stated value on the building permit application or by applying the most recent valuation table located on ICC's website. If an applicant's stated cost is greater than the estimates used in this table, the higher amount will be used to calculate the permit fee. The valuation shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment and including profit and labor.

The fee(s) for each building permit shall be as follows:

A. Building Permit Application Fees

Building Permit	Rate
1.) Permit Application Fee	Determined by Building Permit Fee Schedule for valuation listed below for each type of work.
2.) Initial Plan Review Fee	65% of total permit fees.

Plan Review Fee: When a plan or other data is required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review of structures requiring a review shall be **65% of the building permit fee** as set forth above.

B. Building Permit Fee Schedule — Table 1a

Total Valuation	Rate
1.) \$0 to \$2,000	\$85.40
2.) \$2,001 to \$25,000	\$85.40 for the first \$2,000, plus \$15.77 for each additional \$1,000, or fraction thereof, including \$25,000.
3.) \$25,001 to \$50,000	\$448.11 for the first \$25,000 plus \$11.49 for each additional \$1,000, or fraction thereof, to and including \$50,000.

4.) \$50,001 to \$100,000	\$735.36 for the first \$50,000 plus \$7.88 for each additional \$1,000, or fraction thereof, to and including \$100,000.
5.) \$100,001 to \$500,000	\$1,129.36 for the first \$100,000 plus \$6.30 for each additional \$1,000, or fraction thereof, to and including \$500,000.
6.) \$500,001 to \$1,000,000	\$3,649.36 for the first \$500,000 plus \$5.35 for each additional \$1000, or fraction thereof, to and including \$1,000,000.
7.) \$1,000,001 and up	\$6,324.36 for the first \$1,000,000 plus \$4.11 for each additional \$1,000, or fraction thereof.

C. Specialized Permit Fee Schedule and Other Fees

Type	Rate
1.) Permit fee if work commenced before required permit issuance.	Double the otherwise applicable fee.
2.) Air Conditioning/Evaporative Cooler	\$200.00
3.) Demolition	\$165.00
4.) Fence (over 6 ft. in height)	\$85.00
5.) Residential Mechanical	\$200.00
6.) Deck	\$200.00
7.) Non-structural re-roof	\$200.00
8.) Siding	\$200.00
9.) Small Sign (No foundation)	\$80.00
10.) Water Heater	\$200.00
11.) Window Replacement	\$90.00
12.) Repair or replace Existing Gas or Water Line for SFD	\$65.00
13.) Building Permits for which no fee is specifically indicated	\$60.00 per inspection

14.) Inspections outside of normal business hours. (Note: Fees to be charged directly to applicant. 2 hours minimum.)	\$120.00 hourly
15.) Re-inspection Fees (Work not ready for inspection or called for when corrections weren't made.)	\$80.00
16.) Inspections and/or Code Enforcement/investigation for which no fee is specified.	\$120.00 hourly
17.) Additional Plan Review required by changes, additions, or revisions to the approved plans.	\$100.00 hourly
18.) Stock/Same as Plan Review- No Change. Plan Review Fee	\$140.00
19.) Stock/Same as Plan Review- Minor Change. Plan Review Fee	\$280.00

D. Factory Built Home, Manufactured Homes and Mobile Home Permit Fee Schedule:

Permit	Rate
1.) Pre-Move Inspections- Within 30 miles of Town.	\$220.00
2.) Pre-Move Inspections- Over 30 miles from Town.	Based on Travel Costs
3.) Block & Tie	\$480.00
4.) Temporary/Accessory	\$100.00
5.) Permanent Foundation	Fee will be calculated on valuation of foundation, any finishes other than the premanufactured structure, and any accessory structures such as decks, garages, etc. PLUS \$480.00.

E. Electrical Permit Fees:

Residential: This includes single family dwellings, site-built and modular/factory-built homes, duplexes, condominiums, and townhouses. New, remodel, and addition.

Type	Rate
1.) Equal to or less than 1,000 square feet.	\$129.95
2.) Over 1,000 square feet and not more than 1,500 square feet.	\$195.50
3.) Over 1,500 square feet and not more than 2,000 square feet.	\$262.20

4.) Greater than 2,001 square feet (\$262.20 + \$11.50 each additional 100 square foot.)	2,000 square foot base fee plus \$11.50 each additional 100 square feet.
5.) Residential Solar Device	\$500.00

Commercial: This includes some residential installations that are not based on square footage (not living area, i.e. garage, shop, SFD, etc.) Fees in this section are calculated from the total cost to customer, (contract price) including electrical material, items, and labor — whether provided by the contractor or property owner.

Type	Rate
1.) Equal to or less than \$2,000	\$129.95
2.) Greater than \$2,001. (Always round up to the next \$1,000).	Add \$11.50 per thousand of job valuation to the base fee of \$129.95.
3.) Mobile/Modular/Manufactured Home Set (Per Unit)	\$129.95
4.) Temporary Heat Release	\$129.95
5.) Spas/Hot Tubs	Based on table 1a plus elec. fee
6.) Commercial Solar Device	\$1,000.00



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 G – Authorized Town Volunteers
 Resolution No. 27, Series 2022

DATE: May 2, 2022

BACKGROUND/ANALYSIS:

Staff had the opportunity to discuss and obtain clarifications on coverage of volunteers with CIRSA when a question arose over a proposed Memorandum of Understanding that was being requested by one of the Town's longstanding volunteers. CIRSA advised that the Town's coverage specifically includes basic medical and legal coverage for:

Any elected or appointed official, trustee, director, officer, employee, volunteer or judge of a "Member" or of any unit (*governing body, board, commission, authority, or similar unit operated by or under the jurisdiction of a "Member"*), while in the performance of his or her duties for the "Member" and within the scope of his or her employment by the "Member."

CIRSA also recommended the Town adopt the attached Resolution as an additional measure to ensure the Town is protected via the establishment of a formal procedure that requires each Town Department maintain a list of authorized volunteers and provide that list to the Town Treasurer along with the specific responsibilities and functions of each. Section 3. of the Resolution addresses coverage then afforded these volunteers under the Governmental Immunity Act and reduces the Town's overall liability when utilizing them for events and activities.

STAFF RECOMMENDATION

Staff recommends the Board vote to approve or deny Resolution No. 276, Series 2022 by motion, second and a roll call vote.

Attachments:

- Resolution No. 27, Series 2022 CAA Proposal to Provide Building Department Services

“Where History Meets the High Country”

TOWN OF FAIRPLAY, COLORADO**RESOLUTION NO. 2022-27****A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ESTABLISHING PROCEDURES FOR DESIGNATING AUTHORIZED VOLUNTEERS OF THE TOWN.**

WHEREAS, the Board of Trustees recognizes that volunteers are a valuable community resource and that the services of volunteers provide a benefit to the Town; and

WHEREAS, the Town desires to establish a procedure for designating authorized volunteers, in order to clarify the legal and insurance protections applicable to such volunteers;

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

Section 1. The Town Treasurer shall maintain a written list of persons who are authorized to serve as Town volunteers, and shall maintain, in writing, a description of the responsibilities and functions to be performed for the benefit of the Town by each volunteer. Each Town Department Head shall be responsible for providing the Town Treasurer with an accurate and complete list of volunteers utilized by the Department.

Section 2. Each authorized volunteer shall be under the supervision and control of a Town Department Head or a Department Head's designee at all times while acting for the benefit of the Town.

Section 3. Each person on the list referred to in Section 1 shall be considered an "authorized volunteer" of the Town within the meaning of the Governmental Immunity Act, C.R.S. §24-10-101 et seq., while actually engaged in the performance of the volunteer's functions, and shall be subject to the provisions of said Act for acts or omissions which occur during the performance of and within the scope of such functions, except for willful and wanton acts or omissions. Each person shall also be considered a "covered party" within the meaning of the Town's liability coverages to the extent provided in such coverages.

Section 4. Because no authorized volunteer shall receive any compensation from the Town, no such volunteer, excepting any member of the volunteer fire department or any member of the police reserves, shall be considered an "employee" within the meaning of the Colorado Workers' Compensation Act, Articles 40 to 47 of Title 8, C.R.S. Each member of the volunteer fire department or the police reserves shall be afforded workers' compensation benefits in accordance with said Colorado Workers' Compensation Act.

Section 5. Each authorized volunteer, excepting any member of a Volunteer Fire Department or any member of the Police Reserves, shall be afforded volunteer accident medical coverage through CIRSA, and the Town shall pay the annual premium for such coverage.

RESOLVED, APPROVED AND ADOPTED this 2ND day of MAY, 2022.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

Chief Bo Schlunsen
FAIRPLAY POLICE DEPARTMENT



To: Fairplay Board of Trustees
From: Police Chief Bo Schlunsen
Date: 2 May, 2022
Re: May Report to the Board

So far this year, we have 67 case reports, of which 20 have been in the last month. We are 15 above last year. There are no cases of importance to report. Our call load is still pretty light.

We have resolved quite a few code violations. The camping complaints have been resolved or are unfounded. I've been helping the people at 418 Hathaway in getting rid of their junk and took 5 or 6 truckloads out last weekend. You can see our spreadsheet of code violations included with my report.

We've completed our required arrest control training for the year. We'll be getting our required firearms training in soon.

I've an experienced officer in mind for a part-time position. She's retired from Boulder PD. We'll start the process soon.

The Sheriff expects to have 24-hour coverage on the back end of the week by July. We're still covering some calls for them overnight.





MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Donovan Graham, Director of Public Works

RE: Public Works & Events Staff Report

DATE: May 2, 2022

We are continuing our water meter replacement program, several of our major water consumers have received new meters.

Staff has created a Backflow Inspection Notice that we will begin distributing to commercial properties.

Cohen Park border will be installed this week so the playground company can return to fix and complete the play area.

The Divers will be on-site May 5th to check and clean the infiltration gallery.

The broken sanitary sewer service line at 250 Main has been replaced by the homeowner.

Julie is gearing up for Town Events focusing primarily right now on Burro Days and Town Clean Up Days

We are slowly working to update the new GIS map created for the Town by SGM – It is a great tool for our Department because we can access it on our phones in the field instead of having to go back to the office to look at physical maps, and we can also share it with applicants, developers, etc.

Attached to this Staff Report are:

- ✓ The annual water usage report broken down by monthly well production.
- ✓ 2021 Building Permit statistics
- ✓ 2022 January – March 2022 Building Permits issued

I will be happy to answer any questions.

WWTP
OVERVIEW

----- FAIRPLAY SANITATION DISTRICT -----

WATER PLANT FLOW TOTALS

Wednesday, April 27, 2022 9:05:36 AM

CALCULATED FLOW

FLOW UNITS

		Today	Yesterday	Month	Last Month	Total
(WELL: 21000001)	Well 1	4.3 KGAL	28.9 KGAL	0.774 MGAL	0.912 MGAL	67.278 MGAL
(WELL: 21000002)	Well 2	2.8 KGAL	18.7 KGAL	0.498 MGAL	0.587 MGAL	48.978 MGAL
(WELL: 21000003)	Well 3	5.3 KGAL	35.7 KGAL	0.935 MGAL	1.091 MGAL	64.018 MGAL
(WELL: 21000004)	Well 4	0.0 KGAL	0.0 KGAL	0.204 MGAL	0.055 MGAL	13.168 MGAL
	Water Plant Influent	0.0 KGAL	0.0 KGAL	0.068 MGAL	0.006 MGAL	0.142 MGAL

WATER SYSTEM
OVERVIEW

ALARMS

FLOW
TOTALS

MONTHLY FLOW HISTORY

	(WELL: 21000001) Well 1	(WELL: 21000002) Well 2	(WELL: 21000003) Well 3	(WELL: 21000004) Well 4	Plant Influent
03/2022	911,916 GAL	586,701 GAL	1,090,625 GAL	54,548 GAL	5,746 GAL
02/2022	828,909 GAL	531,882 GAL	972,218 GAL	117,226 GAL	67,572 GAL
01/2022	901,541 GAL	583,894 GAL	1,052,144 GAL	40,281 GAL	0 GAL
12/2021	914,759 GAL	576,695 GAL	1,060,845 GAL	0 GAL	0 GAL
11/2021	876,563 GAL	583,714 GAL	1,046,972 GAL	487,574 GAL	0 GAL
10/2021	1,085,427 GAL	779,760 GAL	1,432,878 GAL	1,357,067 GAL	0 GAL
09/2021	1,304,614 GAL	956,774 GAL	1,863,722 GAL	152,361 GAL	0 GAL
08/2021	1,100,385 GAL	1,300,920 GAL	1,995,403 GAL	0 GAL	0 GAL
07/2021	1,069,883 GAL	1,396,690 GAL	2,029,124 GAL	485 GAL	0 GAL
06/2021	1,204,249 GAL	1,122,587 GAL	1,612,302 GAL	0 GAL	0 GAL
05/2021	1,237,312 GAL	707,596 GAL	1,005,307 GAL	1,813 GAL	0 GAL
04/2021	1,119,949 GAL	603,099 GAL	844,727 GAL	116,646 GAL	0 GAL
PAST YEAR:	12.556 MGAL	9.730 MGAL	16.008 MGAL	2.338 MGAL	0.073 MGAL

PRINT DISPLAY

TRENDS

Jan/2022 - March/2022

2022 PERMITS

Owner Name	Paid By	Address	Type	Permit #	Date	Paid	Dollars	Parks Surcharge	Streets Surcharge	TOTAL
MARLA DEEVER	MARLA DEEVER	TBD MEADOWS	BP	BP-01-2022	3/8/2022	X	\$864.00	\$43.20	\$43.20	\$950.40
JOHN MCCOMB	NCCG	500 CASTELLO AVE	MECH	M-01-2022	3/10/2023		NO CHARGE PER GOV			
PRICE NORWOOD	HARRILL MECH	652 TRISTAN LOOP	MECH	M-02-2022	3/31/2022	X	\$50.00	\$2.50	\$2.50	\$55.00
BOB SHEETS	JERI SPINNY	899 STEINFELT	SIGN	S-01-2022	1/19/2022	X	\$50.00	\$2.50	\$2.50	\$55.00
SAM MICK	ELEVATE YOGA	351 HWY 285	SIGN	S-02-2022	3/2/2022	X	\$50.00	\$2.50	\$2.50	\$55.00
BRIAN OTTO BECK		450 HWY 285	SIGN	S-03-2022	3/31/2022		\$50.00	\$2.50	\$2.50	\$55.00

TOTALS:
 Building Permits = 1
 Mechanical Permits = 2
 Sign Permits = 3

2021 Building Permits

Owner Name	Paid By	Address	Type	Permit #	Date	Paid	Dollars	Parks Surcharge	Streets Surcharge	TOTAL
KELSEY HANLEY	KELSEY HANLEY	615 BOGUE STREET	BP (REMODEL)	BP-01-2021	1/21/2021	X	\$354.00	\$17.70	\$17.70	\$389.40
JACKIE PIKE/ THE MANSE	THE MANSE	300 6TH STREET	BP (REMODEL)	BP-02-2021	2/17/2021	X	\$150.00	\$7.50	\$7.50	\$165.00
RAY+SUNNY POOL	RAY POOL	300 3RD STREET	BP (FND REPAIR)	BP-03-2021	12/14/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
BOB WHITE	BENSON BUILDERS	415 4TH STREET	EX/D	EX-01-2021	5/3/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
KELSEY HANLEY	KELSEY HANLEY	615 BOGUE STREET	EX/D	EX-02-2021	5/10/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
BECKY HARRISON	ROSSETTO CUSTOM HOMES	416 FRONT STREET	EX/D	EX-03-2021	7/16/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
KARMIN DICICCO	KARMIN DICICCO	760 BOGUE STREET	EX/D	EX-04-2021	8/5/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
MARK DELSETTE	SHAD BRUNO	704 FRONT STREET	EX/D	EX-05-2021	8/17/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
WESTERN INN	WESTERN INN	490 HWY 285	FENCE	F-01-2021	5/17/2021	X	\$40.00	\$2.00	\$2.00	\$44.00
BOB WHITE	BOB WHITE	415 4TH STREET	FENCE	F-02-2021	6/7/2021	X	\$40.00	\$2.00	\$2.00	\$44.00
RALPH PACITE	RALPH PACITE	654 TRISTAN LOOP	FENCE	F-03-2021	8/5/2021	X	\$40.00	\$2.00	\$2.00	\$44.00
BILL REEVES	BILL REEVES	791 HATHAWAY	FENCE	F-04-2021	8/16/2021	X	\$40.00	\$2.00	\$2.00	\$44.00
JOANN KLOIBER	JOANN KLOIBER	280 MAIN STREET	FENCE	F-05-2021	9/7/2021	X	\$40.00	\$2.00	\$2.00	\$44.00
ERIC JAROSZ	ERIC JAROSZ	641 FRONT STREET	FENCE	F-06-2021	9/10/2021	X	\$40.00	\$2.00	\$2.00	\$44.00
IVAN DOMINGUEZ	IVAN DOMINGUEZ	125 12th #4	FENCE	F-07-2021	9/10/2021	X	\$40.00	\$2.00	\$2.00	\$44.00
DUKE BRADFORD	JASON BUHR	500 MAIN STREET	FENCE	F-08-2021	10/20/2021	X	\$40.00	\$2.00	\$2.00	\$44.00
BOB WHITE	PINNACLE HVAC	415 4TH STREET	MECH	M-01-2021	6/3/2021	X	\$50.00	\$2.50	\$2.50	\$55.00
SUNG SUNG MEI	HARRILL MECHANICAL	22186 HWY 285	MECH	M-02-2021	12/8/2021	X	\$50.00	\$2.50	\$2.50	\$55.00
HARLEY HAMILTON/SPC	SOUTH PARK CITY	910 HATHAWAY	MOVE+SET	MS-01-2021	4/20/2021	X	\$420.00	\$21.00	\$21.00	\$462.00
MICHEAL STRAUSBOG	RR ROOFING	309 ASPEN WAY	RR	RR-01-2021	3/26/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
RAY+SUNNY POOL	RR ROOFING	300 THIRD STEET	RR	RR-02-2021	4/2/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
GREGORY BAIGENT	CARPENTER ROOFING	201 EIGHTH STREET	RR	RR-03-2021	4/20/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
FRANK JUST	FRANK JUST	920 HATHAWAY STREET	RR	RR-04-2021	5/13/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
CHAD SERUR	FIVE SONS ROOFING	700 FRONT STREET	RR	RR-05-2021	5/19/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
ELLEN CANCHOLA	THE ROOFER	517 FRONT STREET	RR	RR-06-2021	5/24/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
MORTGAGE PROBLEM	MATT FROM ROUNDTREE	836 TROUT CREEK	RR	RR-07-2021	5/25/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
JANE KOERNER	5 SONS ROOFING	786 CRAWFORD	RR	RR-08-2021	6/10/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
FRANK JUST	CEASAR LAZONO	920 HATAHWAY STREET #4	RR	RR-09-2021	7/2/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
GEORGE + JUDY DAVIS	G+G ROOFING	706 MAIN STREET	RR	RR-10-2021	7/8/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
ANNA FORSBERG	NATHAN JOHNSON	726 MAIN STREET	RR	RR-11-2021	7/8/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
AMY BERGER	AMY BERGER	711 FRONT STREET	RR	RR-12-2021	7/8/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
DEREK RAYCROFT	CONTRACTOR	550 CLARK STREET	RR	RR-13-2021	7/29/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
MARK KELLY	MARK KELLY	690 CASTELLO AVE	RR	RR-14-2021	8/16/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
RAUL RUIZ	RAUL RUIZ	796 CRAWFORD LANE	RR	RR-15-2021	9/9/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
SAGE GREISING	SAGE GREISING	10 PLATTE VIEW DRIVE	RR	RR-16-2021	10/27/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
LOREN DANIELS	BRITTANT BUNN (R+R)	720 MAIN STREET	RR	RR-17-2021	11/16/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
COLLEGIATE FUNDING		586 PLATTE DRIVE	RR	RR-18-2021	12/8/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
VALENTIN PEREZ	VALENTIN PEREZ	920 HATAHWAY STREET #9	RS	RS-01-2021	7/15/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
BILL REEVES	BILL REEVES	791 HATHAWAY	RS	RS-02-2021	9/1/2021	X	\$100.00	\$5.00	\$5.00	\$110.00
ERIN MICHALSKI	JULIE CLUKIES H.O.S.	530 FRONT ST	SIGN	S-01-2021	2/17/2021	X	\$50.00	\$2.50	\$2.50	\$55.00
AMANDA WOODBURY	LYNDSY ROSENBERG	980 MAIN STREET	SIGN	S-02-2021	4/2/2021	X	\$50.00	\$2.50	\$2.50	\$55.00
JULIA DEMAREE	JULIA DEMAREE	415 FRONT STREET	SIGN	S-03-2021	4/16/2021	X	\$50.00	\$2.50	\$2.50	\$55.00
HEATHER NICHOLSON	HEATHER NICHOLSON	716 MAIN STREET	SIGN	S-04-2021	5/17/2021	X	\$50.00	\$2.50	\$2.50	\$55.00
LOREN DANIELS	NO CHARGE PER MASON	720 MAIN STREET	SIGN	S-05-2021	7/8/2021	NO CHARGE PER MASON				
DR. FITTING	PAUL CULKIES	600 MAIN STREET	SIGN	S-06-2021	7/29/2021	X	\$50.00	\$2.50	\$2.50	\$55.00
ROSEMARY PAUTLER	FRANZ FRECHETTE	295 FIFTH STREET, STE 5	SIGN	S-07-2021	7/29/2021	X	\$40.00	\$2.00	\$2.00	\$44.00
SAGE GREISING	High County BBQ	511 US HWY 285	SIGN	S-08-2021	11/23/2021	X	\$50.00	\$2.50	\$2.50	\$55.00
BILL PIKE		519 MAIN	SIGN	S-09-2021	8/5/2022	X	\$50.00	\$2.50	\$2.50	\$55.00
							\$4,334.00	\$216.70	\$216.70	\$4,767.40
			TOTALS:							
			Building Permits = 3							
			Excavation Permits = 5							
			Fence Permits = 8							
			Mechanical Permits = 2							
			Move + Set Permits = 1							
			Reroof Permits = 18							
			Reside Permits = 2							
			Sign Permits = 9							



MEMORANDUM

TO: Mayor and Board of Trustees
 FROM: Janell Sciacca, Town Administrator / Clerk
 RE: Monthly Report
 DATE: April, 2022 Monthly Report

ACTIVITIES, ACCOMPLISHMENTS & PROJECTS

PERSONNEL

- Research is ongoing regarding Officer salaries and will be presented to the Board when complete.
- Research ongoing on Employee Years of Service Recognition Program.
- Revisions are being made to applicable Job Descriptions – All need to be updated and reformatted.
- Staff is working on additional updates and revisions to the Personnel Manual.
- Staff is working on developing and implementing some Health & Wellness activities for Staff.

ADMINISTRATION / CLERK

- Staff conducted a Zoom Meet and Greet with Town Contractor Ken Hardesty and Jeff Zajdel the State of Colorado Project Manager for Grants & Loans Unit to discuss the Town's status with the Drinking Water Revolving Loan Fund Program – Updates will be made in June to request qualifications for new construction projects (New Water Treatment Plant and Storage Tanks). We will apply for the actual Grant/Loan later this fall.
- Two \$3 Million CDS (Congressionally Director Spending) Grant applications were submitted for the current Infiltration Gallery and Well #4 project along with a new Water Treatment Plant and Storage Tank.
- Donovan, Janell and Mayor Just conducted Street Assessment for Paving Overlay bidding.
- Mayor Just attended the South Park Chamber of Commerce Dinner to accept the Town's Award for Best Event for Burro Days.
- I attended the Colorado City and County Managers Conference April 13-15 in Glenwood. The theme was Hope, Trust & Belonging. I was able to connect with other Managers, Administrators, Clerks, etc catching up with colleagues and learning a lot in sessions and from other attendees and vendors.
- Xcel Energy has requested to come address the Board and make a short presentation. This should occur in June.
- Short Term Rental applications will be accepted Monday May 2, when the doors open at Town Hall.
- Staff next revisions to the Code will be related to camping. The Board will see an Ordinance on May 16.
- Staff will be presenting changes to the Town code for review and approval throughout the year; The next change presented will be clarifications to the camping code on May 2.
- Town Staff has been in communication with Chargepoint and we will receive an ADA stall at Town Hall in May.

- The Town’s new website is almost complete and until it goes live, I have been able to relearn how to make minor updates to the current site using HTML.
- Staff met to discuss meter replacements and backflow inspections. Public Works Staff drafted notices that will go out to affected property owners and businesses.
- A Backflow module is being purchased from Caselle for us in the implementation of a comprehensive Backflow Inspection Program for the Town.
- Preparations are in process for the Town Clean Up scheduled for June 3, 4 & 5. We have reached out to an Electronics Recycling Company to be part of this clean up and will schedule a separate document shredding event during the summer or fall.
- Staff met with Star Playground representatives on April 20 and came to an agreement about the reinstallation of some of the equipment, outstanding items and a timeframe to complete the project. Public Works will install the border the week of May 2 so that Star can come in and excavate to properly complete the Wood Fiber Carpet install.
- The Mayor and I met with CDOT Staff and County representatives at the barn on Hathaway to discuss the potential for a Workforce Housing Project. There will be another meeting at the end of May with each entity to share their top three priorities.
- Staff is working on the MMOF Grant submittal or Phase II of the River Park. It is due May 6.

DEVELOPMENT / LAND USE

- Staff held its monthly Development Review Meeting on April 25 discussing 10 different development applications, needed UDC and process updates.
- A meeting will be held in May with the Town Attorney and Planner to discuss code updates and determine a schedule.
- The Zoning Map is still being updated by Park County and hopefully we will get it back in April and then be able to perform our own updates in the future with our Town GIS system

CAPITAL IMPROVEMENT PROJECT UPDATES

1. 501 MAIN
 - Final revisions are being made by the architect to move the deck inside the right-of-way, then structural engineering revisions will be required by SGM prior to potential of bidding project out in May.
2. COHEN PARK
 - Border will be installed by the Town the 1st week of May; Star will correct some installations and concrete work, finish setting the exercise equipment, put in the Wood Fiber Carpet and power wash upon completion for Town’s inspection and acceptance; Town is holding 25% of outstanding balance to pay. Staff continues to try and obtain quotes for the Basketball Court so project can be completed and Open House held.

UPCOMING MEETINGS AND WORK SESSIONS / DISCUSSIONS:

<u>MEETINGS & COMMUNITY EVENTS</u>	<u>WORK SESSIONS</u>
<ul style="list-style-type: none"> • May 3 – BOCC Meeting • May 5 – Chamber of Commerce Meeting • May 5 – ColoTrust Reception in Buena Vista • May 9 – County Broadband Mtg • May 16 – CML Effective Governance Webinar • May 17 – BOCC Meeting • May 17 – South Park City Museum Tour • May 21 – Cemetery Clean Up • May 23 – TPR Mtg in Divide (Grant Presentations) 	<ul style="list-style-type: none"> • Workforce Housing With County (CDOT) • UDC Updates • Flood Plain Risk Mapping • _____ • _____ • _____

- | | |
|---------------------------------------------------------------------------------------------------------------------------|--|
| <ul style="list-style-type: none">• May 23 – CML Outreach Meeting in Divide• May 24 – BOCC Meeting | |
|---------------------------------------------------------------------------------------------------------------------------|--|