

1. Meeting Materials

Documents:

[AGENDA.PDF](#)
[AGENDA_PACKET.PDF](#)
[MINUTES.PDF](#)



**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, May 15, 2023, at 6:00 P.M. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay Colorado
[Join Meeting By BlueJeans](#)**

5:00 P.M. EXECUTIVE SESSION For the purpose of conferencing with the City Attorney to receive legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e) and related to affordable housing and potential real property development.

I. 6:00 P.M. REGULAR MEETING – CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF AGENDA

V. CONSENT AGENDA *(This item is intended to streamline the Board Meeting grouping routine, non-controversial business. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*

A. APPROVAL OF MINUTES OF PRIOR MEETING – April 3, 2023 Regular Meeting.

B. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from April 27, 2023 through May 9, 2023 in the amount of **\$67,721.55**.

VI. CITIZEN COMMENTS *(This portion of the agenda allows for the public to sign up to address the Board on matters that are not on the agenda)*

VII. PROCLAMATIONS, PRESENTATIONS, AND UPDATES

A. Proclamation recognizing May 21-27, 2023 as Public Works Week.

VIII. PUBLIC HEARINGS *(This portion of the meeting is where the public is provided facts on important business matters of the Town and given the opportunity to provide input to the Board of Trustees in order to help them make better-informed and appropriate decisions that are in the best interest of the entire community.)*

A. SECOND READING: Ordinance No. 1, Series of 2023 entitled, “**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AMENDING THE FAIRPLAY MUNICIPAL CODE BY CREATING A NEW ARTICLE 29 OF CHAPTER 16, UNIFIED DEVELOPMENT CODE, ESTABLISHING INCLUSIONARY HOUSING.**” *The Board will consider amending the Unified Development Code to include a generally recognized Affordable Housing Strategy to require a designated percentage of new construction be affordable to persons with a specific AMI for Fairplay.*

IX. NEW BUSINESS

A. FIRST READING – Resolution No. 15, Series of 2023, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT WITH SCOTT BULLOCK FOR THE 601 BOGUE STREET FENCE PROJECT.**” *The Board will consider approving an application and associated PIIP agreement with the property owner of 601 Bogue for a fence replacement project.*

B. FIRST READING – Resolution No. 16, Series of 2023, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONSTRUCTION CONTRACT WITH PAVEMENT MAINTENANCE SERVICES, INC. FOR THE 2023 STREET MAINTENANCE PROJECT.**” *The Board will consider approving a construction contract for asphalt paving, patching, milling, and shouldering for identified Town streets.*

X. BOARD OF TRUSTEE AND STAFF REPORTS

XI. ADJOURNMENT

Upcoming Meetings/Important Dates

CDOT US 285 / CO 9 Community Meeting

Fairplay Town Clean Up Days

Huck Finn Day at Fairplay Beach

South Park Trail Runs

Board of Trustees Regular Meeting

TGIFairplay Free Concert – Ryan Chrys & the Rough Cuts

Tuesday, May 23, 2023

Friday-Sunday, June 2, 3 & 4 2023

Saturday, June 3, 2023

Saturday, June 3, 2023

Monday, June 5, 2023

Friday, June 23, 2023



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SCRIPT FOR EXECUTIVE SESSION

BEFORE GOING INTO EXECUTIVE SESSION – with the regular meeting recorder on

1. Announce that the Town Board would like to go into an executive session for a conference with the Town Attorney to receive legal advice on specific legal questions, and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators related to affordable housing and potential real property development.
2. Announce that the Section 24-6-402 (4) (b) and (e) C.R.S. authorizes an executive session for these matters.
3. Someone moves to go into executive session and someone seconds the motion.
4. Take a vote – an affirmative vote of 2/3 of the quorum present.
5. Announce who will be involved in the Executive Session – Mayor and Board of Trustees, Town Administrator and Town Attorney

ONCE IN EXECUTIVE SESSION – with the exec session recorder on

1. Announce that it is (date) and the time is ____ p.m. For the record, I am the presiding officer, Mayor Just. As required by the Open Meetings Law, this executive session is being electronically recorded. Also present at the executive session are: _____.
2. Announce that the Section 24-6-402 (4) (b) and (e) C.R.S. authorizes an executive session fa conference with the Town Attorney to receive legal advice on specific legal questions, and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators related to affordable housing and potential real property development
3. Announce that: “I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session. If, at any point in the executive session, any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.”

AT THE END OF EXECUTIVE SESSION –before the exec session recorder is turned off

1. Announce that it is (date) and the time is ____ p.m., and the executive session has been concluded. The participants in the executive session were: Mayor and Board of Trustees, Town Administrator and Town Attorney.
2. Announce that the recording will be kept for a minimum of 90 days in accordance with state law.

ONCE YOU ARE BACK IN REGULAR SESSION – with the regular meeting recorder on

1. Announce that it is (date) and the time is ____ p.m., and the executive session has been concluded. The participants in the executive session were: mMayor and Board of Trustees, Town Administrator and Town Attorney.
2. Announce that; “For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.”
3. “Seeing none, this meeting is hereby adjourned.” (or if other items to be discussed move on to that item.)

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
APRIL 3, 2023**

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 3, 2023, 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 Meetings 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 Dodge, and Trustees Ray Douglas and Pete Lynn. Trustee Voorhis was absent due to a fire incident.

Staff in attendance were Town Administrator / Town Clerk Janell Sciacca, Chief of Police Bo Schlunsen, Public Works Director Donovan Graham, Operators in Responsible Charge Marty Deline and Keith Chisholm.

APPROVAL OF AGENDA

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

CONSENT AGENDA

A. APPROVAL OF MINUTES OF PRIOR MEETING – March 20, 2023 Regular Meeting.

Sciacca reported a change was made to the minutes whereby a comment attributed to Trustee Dodge was actually made by Mayor Just.

Motion #2 by Mayor Pro Tem Dodge, seconded by Trustee Douglas, that the consent agenda be approved with the noted correction to the minutes. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Lynn – aye. Motion carried unanimously.

CITIZEN COMMENTS

Steve Glover, 724 Front Street, stated his concern over the Bluffs Development that he saw on Facebook and he didn't think the bank would approve loans for single-wide mobile homes. He felt the public should have had more opportunity to comment and he wanted to see a dog park and volunteered to help clean it. Town Administrator Sciacca inquired if Glover had seen the email she sent with all the accurate details on the Bluffs PUD. She noted that the Town provided all required notices and Mayor Just clarified that the Board only approved zoning and the developer had more hurdles to get over so there would be additional opportunity for input. Glover stated he saw the plan on Facebook which showed a mixture of apartments and single-wide mobile homes and Mayor Just encouraged Glover to visit the Town's website to look at the packet of information because there were no mobile homes proposed. Sciacca encouraged him to subscribe to the agenda packet emails so he would get the correct information sent directly to him and Mayor Just implored everyone present to not rely on Facebook for information on Town business and instead recommended subscribing to the Town's website for notifications.

PROCLAMATIONS, PRESENTATIONS AND UPDATES

A. Presentation of Certificate of Appreciation from Fairplay Police Department by Chief Bo Schlunsen.

Chief Schlunsen reported on an incident that occurred when Sgt. Grover responded to the Sinclair station on a call of a man trying to break into vehicles. She made contact and attempted to arrest him after finding out he had a warrant out of Texas. The man ran from the Sgt. Into a field across US 285 where she was able to catch him, but he resisted arrest. Back Country Towing owner/operators Heath Mcfarren and Travis Sirhall jumped in to help Sgt. Grover subdue the man. Schlunsen presented them with a Certificate of Appreciation and \$50 Gift Card. He expressed gratitude for their outstanding civic duty. The Board of Trustees thanked Mcfarren and Sirhall with a round of applause and took a picture with them for Staff to share on the Town Facebook page.

NEW BUSINESS

A. Continued from March 23, 2023 – Consideration of a request from Xcel Energy for a letter of support for the Grid Resiliency and Innovation Partnership (GRIP) Project.

Town Administrator Sciacca referred the Board to the Staff Report and then introduced High Country Area Manager Nathan Steele. Steele reminded that he and other Xcel representatives attended a Board meeting last fall and gave a presentation on improvements being done across Colorado and in Park County. He reminded that Park County is part of the Closer Pilot program and Xcel is currently putting between \$200 and \$250 million dollars into wildfire mitigation. Xcel is going after funding to help with innovative programs, technologies and equipment and the money will help accelerate efforts. Mayor Just stated that if there's money out there that the Town can help the company that furnishes its power secure on behalf of the community, he was in favor. There was no disagreement voiced and Just requested authorization to sign the letter of support. There was general agreement and Just advised the letter would be signed and forwarded to Steele. Sciacca then advised that Staff was working with Steele and Xcel representatives on the upcoming renewal of the franchise agreement. She thanked Steele for appearing, for sharing information and contacts on programs and for the relationship the Town had with Xcel. The Board thanked Steele for appearing.

PUBLIC HEARINGS

A. FIRST READING: Ordinance No. 3, Series of 2023 entitled, “AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AMENDING THE FAIRPLAY MUNICIPAL CODE CHAPTER 16 – UNIFIED DEVELOPMENT CODE, CONCERNING LOCATION AND EXTENT REVIEW PROCEDURES.”

Mayor Just introduced providing an overview of the format for the proceedings and then opened the Public Hearing at 6:24 P.M. Town Administrator Sciacca presented an overview of the Staff Report advising that sometimes State law takes power away from the Town regarding development, and in this instance, it would be development by other governmental entities. She noted that the Location and Extent process was brought to her attention during discussions with the County about their future affordable housing project. The Town Attorney provided general guidance in a memorandum to the Board at that time and now the CDOT housing project was coming on Hathaway and the Town needed to have a process in place since they have elected to do all the permitting at the State level. This process will ensure the Board and community does see the plan and has opportunity to provide input and either approve or disapprove it. Even it disapproved, CDOT can continue to build the project they want to. Following discussion and review of suggested edits by the Town Attorney, the Board agreed to leave in “or major facilities of publicly or privately owned public utility” in (B)1. Another discussion ensued about proposed legislation (SB 213) giving the state more authority to dictate what will be built and when and where. It was noted that the process proposed to be added to the Municipal Code with the current resolution defends the Town from such attempts. Just then opened the floor to public comment. Keith Chisholm, 320 Pine Drive, Fairplay, stated he felt local control was important. There were no further public comment and Just closed the floor to public comment and closed the public hearing. Following Board discussion, Sciacca advised that if

approved, the ordinance would be published and should become effective prior to the commencement of the CDOT project. She reported they still had to complete demolition which was not scheduled to begin until May 15 and then would be in effect for any such future projects.

Motion #3 by Mayor Pro Tem Dodge, seconded by Trustee Douglas, to approve Ordinance No. 3, Series of 2023, with the noted amendment. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Lynn – aye. Motion carried unanimously.

STAFF AND BOARD OF TRUSTEE REPORTS

A. Report from Warm Springs, LLC regarding 1st Quarter 2023 Operator in Responsible Charge (ORC) responsibilities and activities.

Keith Chisholm and Marty Deline, contract Operators In Responsible Charge (ORC) for the Town Water and Sewer systems presented and reviewed documents in the packet and reported on their various activities and progress on projects and responsibilities. They were encouraged by the Board to work with Public Works Director Graham at budget time to provide input on funding needs and requests. The Board thanked them for their report.

Town Administrator Sciacca highlighted sections of her report. She also noted the resolution opposing SB-213 and advised the Board would see that at the next meeting. She provided an update on the River Park project clearances and advised Trustee Voorhis has provided contact information for a local biologist to assist with the environmental clearance but noted the SGM will also be able to help if necessary. She reported that Congressionally Directed Spending requests were submitted to both Hickenlooper and Bennet for 501 Main, she participated in the Heart of Colorado Virtual Funders Roundtable meeting with 6 different foundations or corporations about potential funding for projects including 501 Main, Town Staff participated in Career Day at the School, the Town sponsored the Boys & Girls Club Chili Cook-Off, sales tax revenues had declined and Staff will continue to monitor them, Staff was preparing for Town Clean Up which would include electronics recycling and the Board approved the expense out of the Town Budget up to \$2,500 which would be offset by charged fees, two quotes to replace Town Hall windows were received in addition to the one from Andersen, the Town was visited by CDOT representatives who dropped off flyers about all the upcoming bridge replacement projects and chain up station, and there would be a week long closure of CO 9 between Fairplay and Breckenridge for one bridge project. Sciacca also obtained additional direction to utilize salary ranges for calculation of a true Fairplay AMI for the inclusionary housing ordinance since she had met significant resistance from those spoken to about sharing their household incomes and family size information. She also reported Town Attorney Williams would be at the next meeting.

Mayor Pro Tem Dodge provided a report on the CML remote Town Hall that he, Trustee Douglas and Town Administrator Sciacca attended regarding SB-213. He noted there were around 400 participants voicing similar concerns and asking a whole lot of questions. He was concerned that the Town policies and procedures might not matter if the bill were to pass. Trustee Douglas echoed many of Dodge's comments and Town Administrator Sciacca advised she would send out all the information from CML including the link for each Board member to individually sign on to the letter of opposition drafted by CML.

Mayor Just encouraged everyone in attendance to make it a point to let people know what was sitting in the legislature and how it could impact their life. He cautioned that if the bills go through the Town and citizens of a community may not have a voice.

ADJOURNMENT

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at approximately 8:02 p.m.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

UNOFFICIAL



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt, Treasurer
RE: Paid Bills/Financial Statements
DATE: May 10, 2023

Agenda Item: Bills

Attached is the list of the invoices paid between April 27, 2023, and May 9, 2023.

Total Expenditures: \$67,721.55

Miscellaneous Income for April 2023.

CEBT Dividend (Health Insurance)	\$7,910.00
CIRSA Mileage Reimbursement	\$ 88.43
Sale of Easels	\$ 50.00
CIRSA WC Audit Credit	\$1,910.00

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

Attached are the financial statements for all funds ending 4/30/2023.

Please contact me if you have any questions.

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
05/09/2023	19170	Caselle, Inc	caselle cloud	1	03/17/2023	16,621.00	105065
05/03/2023	19141		Software Support	1	04/01/2023	453.00	517206
05/03/2023	19141		Software Support	2	04/01/2023	453.00	105060
Total 334:						17,527.00	
05/08/2023	19159	Dana Kepner Company, In	meter programmer	1	04/11/2023	841.06	517485
05/08/2023	19168		water meters and parts	1	01/01/2023	9,635.71	517485
05/08/2023	19168		return tapping sleeve	1	03/13/2023	1,271.52	517495
Total 682:						9,205.25	
05/08/2023	19166	O'Rourke Media Group, LL	legal ads	1	04/30/2023	192.47	106125
05/08/2023	19166		display ads	2	04/30/2023	190.00	105130
Total 868:						382.47	
05/08/2023	19161	Ferrellgas	850 hathaway	1	03/27/2023	1,241.72	105186
05/08/2023	19161		propane-501 main	1	03/31/2023	830.01	105195
05/08/2023	19161		propane-501 main	1	04/20/2023	701.76	105195
05/08/2023	19161		1800 beaver creek road	1	04/25/2023	703.70	517495
Total 916:						3,477.19	
05/08/2023	19164	Main Street Garage	Tahoe repair	1	05/07/2023	1,029.71	105420
Total 1336:						1,029.71	
05/08/2023	19165	Mountain View Waste	roll off	1	05/01/2023	909.84	105134
Total 1414:						909.84	
05/03/2023	19150	South Park Recreation Ctr.	refund burro booth	1	05/03/2023	80.00	104756
Total 1960:						80.00	
05/09/2023	19173	Town of Fairplay	850 hathaway	1	04/30/2023	96.00	105186
05/09/2023	19173		501 main	1	04/30/2023	303.20	105195
Total 2134:						399.20	
04/28/2023	19135	United States Postal Servic	postage for event postcard	1	04/28/2023	1,176.40	105130
Total 2158:						1,176.40	
05/03/2023	19153	Utility Notification Center	RTL Transmissions	1	04/30/2023	21.93	517455
05/03/2023	19153		RTL Transmissions	1	04/30/2023	23.22	517650
Total 2194:						45.15	
05/08/2023	19167	Xcel Energy	747 bogue	1	04/24/2023	15.17	105841
05/08/2023	19167		801 main	1	04/24/2023	300.20	105023
05/08/2023	19167		fairplay sign #1	1	04/24/2023	13.44	105640
05/08/2023	19167		san plant	1	04/24/2023	3,571.14	517680

Town of Fairplay

Paid Invoice Report - Paid Bills - Board
Check issue dates: 4/27/2023 - 5/9/2023Page: 4
May 10, 2023 11:21AM

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
05/09/2023	19174	Tri-Tech Forensics, Inc.	blood test	1	04/28/2023	59.00	105475
Total 3707:						59.00	
Grand Totals:						67,721.55	

Report Criteria:

Detail report type printed

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-40-05 AD VALOREM TAX	23,932.19	108,885.49	236,805.00	127,919.51	46.0
10-40-10 SPEC. OWNERSHIP TAX	2,464.25	6,652.82	25,000.00	18,347.18	26.6
10-40-30 INTEREST ON PROPERTY TAX	1.34	1.34	500.00	498.66	.3
10-40-55 50% SHAREBACK OF R&B LEVY	769.14	3,376.69	8,000.00	4,623.31	42.2
10-40-60 MOTOR VEHICLE REGISTRATION	314.20	866.80	4,000.00	3,133.20	21.7
10-40-70 SALES TAX	111,599.54	458,048.35	1,569,457.00	1,111,408.65	29.2
10-40-75 SALES TAX - STREETS	37,199.84	152,682.75	523,152.00	370,469.25	29.2
10-40-80 HIGHWAY USER'S TAX	2,808.99	7,558.07	36,468.00	28,909.93	20.7
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	120.74	1,034.01	2,000.00	965.99	51.7
10-40-96 LODGING TAX	3,080.00	10,771.00	60,000.00	49,229.00	18.0
TOTAL TAXES	182,290.23	749,877.32	2,466,382.00	1,716,504.68	30.4
<u>LICENSES</u>					
10-41-10 LIQUOR LICENSES	.00	972.50	5,000.00	4,027.50	19.5
10-41-30 DOG LICENSES	5.00	75.00	100.00	25.00	75.0
10-41-32 LIVESTOCK PERMIT	25.00	25.00	75.00	50.00	33.3
10-41-34 COMMERCIAL FISHING PERMIT	.00	600.00	450.00	(150.00)	133.3
10-41-40 BUILDING PERMITS	3,063.71	10,826.12	10,000.00	(826.12)	108.3
10-41-41 SURCHARGE: STREETS	116.85	461.75	796.00	334.25	58.0
10-41-42 SURCHARGE: PARKS & REC	116.85	461.75	796.00	334.25	58.0
10-41-50 FRANCHISE TAX	20,031.22	27,817.21	65,000.00	37,182.79	42.8
10-41-60 GOLD PANNING PERMITS/DONATION	220.00	250.00	8,000.00	7,750.00	3.1
10-41-70 BUSINESS LICENSES	100.00	5,725.00	3,000.00	(2,725.00)	190.8
10-41-74 SHORT TERM RENTAL PERMITS	.00	4,500.00	6,000.00	1,500.00	75.0
10-41-80 SIGN PERMITS	.00	.00	300.00	300.00	.0
10-41-90 EXCAVATION PERMIT	.00	.00	600.00	600.00	.0
10-41-92 MECHANICAL PERMIT	428.95	824.45	100.00	(724.45)	824.5
10-41-94 STREET CUT PERMIT	.00	.00	1,000.00	1,000.00	.0
10-41-96 FENCE PERMIT	.00	.00	320.00	320.00	.0
10-41-97 SPECIAL EVENTS PERMIT	.00	.00	1,300.00	1,300.00	.0
10-41-98 RESIDE/REROOF PERMIT	.00	.00	3,000.00	3,000.00	.0
TOTAL LICENSES	24,107.58	52,538.78	105,837.00	53,298.22	49.6
<u>FEE INCOME</u>					
10-42-75 PLANNING & DEVELOPMENT FEES	.00	.00	3,000.00	3,000.00	.0
10-42-80 PLASTIC BAG FEES	118.74	118.74	.00	(118.74)	.0
10-42-90 COPIES & FAXES	.00	17.00	200.00	183.00	8.5
TOTAL FEE INCOME	118.74	135.74	3,200.00	3,064.26	4.2

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LAW ENFORCEMENT</u>					
10-45-05 TRAFFIC FINES	800.00	3,215.00	12,000.00	8,785.00	26.8
10-45-10 SURCHARGE: POLICE TRAINING	150.00	600.00	1,500.00	900.00	40.0
10-45-15 COURT COSTS	62.00	124.00	310.00	186.00	40.0
10-45-30 OTHER FINES	25.00	25.00	500.00	475.00	5.0
10-45-80 VIN INSPECTIONS	190.00	960.00	3,000.00	2,040.00	32.0
10-45-90 MISCELLANEOUS	260.00	385.00	1,000.00	615.00	38.5
TOTAL LAW ENFORCEMENT	1,487.00	5,309.00	18,310.00	13,001.00	29.0
<u>INTEREST INCOME</u>					
10-46-05 INTEREST ON COLOTRUST	.00	45,554.39	60,000.00	14,445.61	75.9
10-46-30 INTEREST ON CHECKING	22.02	96.33	400.00	303.67	24.1
TOTAL INTEREST INCOME	22.02	45,650.72	60,400.00	14,749.28	75.6
<u>MISCELLANEOUS INCOME</u>					
10-47-00 MISCELLANEOUS INCOME	9,959.43	46,547.41	10,000.00	(36,547.41)	465.5
10-47-10 CEMETERY	.00	.00	300.00	300.00	.0
10-47-39 FOURTH OF JULY	.00	.00	8,000.00	8,000.00	.0
10-47-49 STREET LIGHTING	888.03	3,606.41	10,800.00	7,193.59	33.4
10-47-50 SUMMER CONCERT SERIES	.00	.00	25,000.00	25,000.00	.0
10-47-52 REAL COLORADO CHRISTMAS	.00	.00	500.00	500.00	.0
10-47-56 BURRO DAYS	2,980.00	19,050.00	60,000.00	40,950.00	31.8
10-47-59 BURRO DAYS RETAIL SALES	1.39	20.39	300.00	279.61	6.8
10-47-62 501 MAIN - RENT & UTILITY	384.63	384.63	1,500.00	1,115.37	25.6
10-47-65 MARDI GRAS	.00	10,360.00	10,000.00	(360.00)	103.6
10-47-75 COMMERCIAL FISHING FEES	.00	.00	6,000.00	6,000.00	.0
10-47-82 CAMPING PERMITS/FACILITY USE	40.00	50.00	600.00	550.00	8.3
10-47-83 GRANT - FEDERAL	.00	.00	197,812.00	197,812.00	.0
10-47-88 GRANT - RIVER PARK	.00	.00	750,000.00	750,000.00	.0
10-47-90 MISCELLANEOUS REVENUE-EVENTS	.00	.00	2,500.00	2,500.00	.0
10-47-91 TOWN HALL - 901 MAIN	.00	.00	12,397.00	12,397.00	.0
TOTAL MISCELLANEOUS INCOME	14,253.48	80,018.84	1,095,709.00	1,015,690.16	7.3
TOTAL FUND REVENUE	222,279.05	933,530.40	3,749,838.00	2,816,307.60	24.9

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
ADMINISTRATION					
10-50-02 401(A) EMPLOYER MATCH	798.74	2,297.50	7,137.00	4,839.50	32.2
10-50-05 SALARIES -ADMIN./CLERK/TREASUR	26,623.94	76,940.02	237,915.00	160,974.98	32.3
10-50-10 EMPLOYEE HEALTH AND WELLNESS	.00	.00	7,000.00	7,000.00	.0
10-50-11 SS/MEDICARE EXPENSE	2,101.21	6,073.63	18,338.00	12,264.37	33.1
10-50-12 UNEMPLOYMENT EXPENSE	54.85	158.54	479.00	320.46	33.1
10-50-13 EMPLOYEE HEALTH INSURANCE	3,782.12	15,128.36	50,084.00	34,955.64	30.2
10-50-14 WORKER'S COMPENSATION	.00	592.00	592.00	.00	100.0
10-50-15 EDUCATION	607.23	1,259.31	4,000.00	2,740.69	31.5
10-50-16 ADMIN VEHICLE	692.34	2,077.02	6,000.00	3,922.98	34.6
10-50-23 TOWN HALL EXPENSE - UTILITIES	757.92	2,406.03	7,000.00	4,593.97	34.4
10-50-25 TOWN HALL EXP - REPAIR & MAINT	171.30	524.36	25,000.00	24,475.64	2.1
10-50-27 TOWN HALL EXPENSE - SUPPLIES	375.55	590.80	1,000.00	409.20	59.1
10-50-30 OFFICE SUPPLIES	353.06	1,104.20	4,000.00	2,895.80	27.6
10-50-32 EQUIPMENT RENTAL	797.29	1,527.02	7,100.00	5,572.98	21.5
10-50-35 POSTAGE EXPENSE	3.00	6.48	750.00	743.52	.9
10-50-40 BANK/CREDIT CARD FEES	409.29	1,584.79	4,000.00	2,415.21	39.6
10-50-50 ELECTION EXPENSE	.00	.00	3,000.00	3,000.00	.0
10-50-55 BOARD OF TRUSTEE SALARY	150.00	375.00	1,800.00	1,425.00	20.8
10-50-57 TOWN ATTY LEGAL SERVICES	3,075.08	8,230.31	30,000.00	21,769.69	27.4
10-50-58 BUILDING OFFICAL CONTRACT	4,168.75	6,635.59	20,000.00	13,364.41	33.2
10-50-60 COMPUTER/SOFTWARE/SUPPORT	2,354.23	11,093.07	40,000.00	28,906.93	27.7
10-50-65 TELEPHONE/INTERNET	1,414.02	4,444.70	11,000.00	6,555.30	40.4
10-50-70 MISCELLANEOUS EXPENSE	315.60	2,439.10	6,000.00	3,560.90	40.7
10-50-75 CODIFICATION	.00	1,863.85	3,000.00	1,136.15	62.1
10-50-76 ESTIP AGREEMENT	.00	.00	40,000.00	40,000.00	.0
10-50-80 VEHICLE RENTAL PAYMENT TO ISF	.00	.00	5,000.00	5,000.00	.0
TOTAL ADMINISTRATION	49,005.52	147,351.68	540,195.00	392,843.32	27.3

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-51-05 PROFESSIONAL FEES	4,805.28	6,464.53	40,000.00	33,535.47	16.2
10-51-07 PROFESSIONAL FEES-BILL BACK	(5,422.00)	(106.00)	.00	106.00	.0
10-51-10 EDUCATION/BENEVOLENCE (BOT)	395.00	498.56	7,500.00	7,001.44	6.7
10-51-20 VISITOR CENTER	378.13	1,512.52	4,000.00	2,487.48	37.8
10-51-30 ADVERTISING AND MARKETING	255.43	805.73	15,000.00	14,194.27	5.4
10-51-34 TOWN BEAUTIFICATION	480.03	4,459.33	12,000.00	7,540.67	37.2
10-51-35 TOWN CLEAN UP	.00	172.50	12,000.00	11,827.50	1.4
10-51-40 DUES AND MEMBERSHIPS	.00	1,600.00	1,000.00	(600.00)	160.0
10-51-45 WORKFORCE HOUSING	80.00	200.00	75,000.00	74,800.00	.3
10-51-50 TGIFAIRPLAY EXPENSE	4,571.25	4,993.75	29,500.00	24,506.25	16.9
10-51-62 BURRO DAYS	3,090.55	3,135.55	55,000.00	51,864.45	5.7
10-51-66 MARDI GRAS	567.51	9,666.76	10,000.00	333.24	96.7
10-51-70 MISCELLANEOUS EVENTS	350.06	434.00	5,500.00	5,066.00	7.9
10-51-71 FIREWORKS/4TH OF JULY	1,523.73	1,523.73	25,000.00	23,476.27	6.1
10-51-74 REAL COLORADO CHRISTMAS	.00	.00	3,400.00	3,400.00	.0
10-51-75 DONATIONS	.00	1,000.00	5,000.00	4,000.00	20.0
10-51-76 EMERGENCY SUPPLIES	.00	.00	3,000.00	3,000.00	.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	1,834.99	7,450.68	15,000.00	7,549.32	49.7
10-51-95 501 MAIN STREET	2,017.31	6,045.17	20,000.00	13,954.83	30.2
10-51-96 501 MAIN STREET REMODEL	.00	.00	400,000.00	400,000.00	.0
TOTAL COMMUNITY DEVELOPMENT	14,927.27	49,856.81	767,900.00	718,043.19	6.5
<u>TRANSIT</u>					
10-52-05 SALARIES	.00	.00	30,000.00	30,000.00	.0
10-52-11 SS/MEDICARE EXPENSE	.00	.00	2,295.00	2,295.00	.0
10-52-12 UNEMPLOYMENT EXPENSE	.00	.00	60.00	60.00	.0
10-52-14 WORKERS COMPENSATION	.00	.00	1,000.00	1,000.00	.0
10-52-15 DRIVER TRAINING/PHYSICALS	.00	.00	900.00	900.00	.0
10-52-30 OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
10-52-35 INSURANCE	.00	1,010.12	1,000.00	(10.12)	101.0
10-52-40 OPERATING SUPPLIES	.00	.00	500.00	500.00	.0
10-52-45 MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
10-52-50 TELEPHONE	34.48	34.48	600.00	565.52	5.8
10-52-55 UTILITIES	.00	.00	1,200.00	1,200.00	.0
10-52-60 VEHICLE MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
10-52-70 FUEL	.00	.00	6,000.00	6,000.00	.0
TOTAL TRANSIT	34.48	1,044.60	50,055.00	49,010.40	2.1

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL SYSTEM</u>					
10-53-02 401(A) EMPLOYER MATCH	16.65	50.23	144.00	93.77	34.9
10-53-05 MUNICIPAL JUDGE SALARY	1,052.19	3,139.88	9,119.00	5,979.12	34.4
10-53-10 COURT CLERK	554.59	1,673.59	4,806.00	3,132.41	34.8
10-53-11 SS/MEDICARE EXPENSE	122.94	368.28	1,065.00	696.72	34.6
10-53-12 UNEMPLOYMENT EXPENSE	3.21	9.62	28.00	18.38	34.4
10-53-13 EMPLOYEE HEALTH INSURANCE	91.49	366.01	1,097.00	730.99	33.4
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	115.83	400.00	284.17	29.0
10-53-50 DUES AND MEMBERSHIPS	.00	.00	136.00	136.00	.0
TOTAL JUDICIAL SYSTEM	1,841.07	5,760.44	17,832.00	12,071.56	32.3
<u>PUBLIC SAFETY</u>					
10-54-01 POLICE SALARIES	21,918.56	79,768.87	293,961.00	214,192.13	27.1
10-54-04 PART TIME OFFICERS	2,025.00	4,575.00	15,000.00	10,425.00	30.5
10-54-05 PENSION CONTRIBUTION	2,827.47	9,900.84	37,921.00	28,020.16	26.1
10-54-08 POLICE SALARIES OVERTIME	3,461.27	5,332.19	.00	(5,332.19)	.0
10-54-10 UNIFORMS AND ACCESSORIES	.00	.00	5,000.00	5,000.00	.0
10-54-11 SS/MEDICARE EXPENSE	522.13	1,581.60	5,410.00	3,828.40	29.2
10-54-12 UNEMPLOYMENT EXPENSE	54.82	179.35	618.00	438.65	29.0
10-54-13 EMPLOYEE HEALTH INSURANCE	5,814.79	24,972.95	118,564.00	93,591.05	21.1
10-54-14 WORKER'S COMPENSATION	.00	11,708.00	11,708.00	.00	100.0
10-54-15 FUEL	1,270.24	4,017.33	15,000.00	10,982.67	26.8
10-54-20 VEHICLE MAINTENANCE	216.66	1,929.99	10,000.00	8,070.01	19.3
10-54-24 PROFESSIONAL TRAINING EXPENSE	.00	.00	3,500.00	3,500.00	.0
10-54-26 IN-SERVICE TRAINING EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-54-28 VEHICLE RENTAL PAYMENT	3,134.26	12,537.04	37,611.00	25,073.96	33.3
10-54-30 RADAR & RADIO MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
10-54-32 AMMUNITION	.00	.00	500.00	500.00	.0
10-54-45 OPERATING SUPPLIES	4.90	29.74	1,000.00	970.26	3.0
10-54-50 EQUIPMENT EXPENSE	918.00	918.00	10,500.00	9,582.00	8.7
10-54-55 TELEPHONE - POLICE LINE	979.86	1,950.61	7,000.00	5,049.39	27.9
10-54-60 MEMBERSHIPS - DUES	.00	.00	500.00	500.00	.0
10-54-65 COMPUTER/SOFTWARE/SUPPORT	831.60	19,069.87	13,000.00	(6,069.87)	146.7
10-54-75 INVESTIGATIVE SERVICES	.00	.00	3,500.00	3,500.00	.0
10-54-80 OFFICER RECRUITING	50.00	50.00	1,000.00	950.00	5.0
10-54-87 LIABILITY INSURANCE	.00	.00	10,329.00	10,329.00	.0
10-54-97 PUBLIC RELATIONS	.00	.00	1,000.00	1,000.00	.0
TOTAL PUBLIC SAFETY	44,029.56	178,521.38	604,622.00	426,100.62	29.5

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
10-56-01 SALARIES	14,006.33	43,450.01	154,762.00	111,311.99	28.1
10-56-02 401(A) EMPLOYER MATCH	420.17	1,301.16	4,643.00	3,341.84	28.0
10-56-10 SEASONAL WAGES	.00	.00	15,000.00	15,000.00	.0
10-56-11 SS/MEDICARE EXPENSE	1,071.50	3,323.99	12,936.00	9,612.01	25.7
10-56-12 UNEMPLOYMENT EXPENSE	16.26	52.08	400.00	347.92	13.0
10-56-13 EMPLOYEE HEALTH INSURANCE	2,358.46	9,433.84	41,644.00	32,210.16	22.7
10-56-14 WORKER'S COMPENSATION	.00	6,820.00	6,820.00	.00	100.0
10-56-15 FUEL	276.39	1,564.90	7,000.00	5,435.10	22.4
10-56-25 REPAIRS & MAINT - EQUIPMENT	752.13	1,446.58	15,000.00	13,553.42	9.6
10-56-30 TOOLS, MAT'L'S, & SUPPLIES	295.32	861.79	5,000.00	4,138.21	17.2
10-56-35 EDUCATION & TRAINING	.00	.00	2,000.00	2,000.00	.0
10-56-40 ELECTRIC STREET LIGHTS & SIGNS	1,040.56	4,105.99	12,000.00	7,894.01	34.2
10-56-45 TELEPHONE/COMPUTER	1,013.00	2,742.63	2,300.00	(442.63)	119.2
10-56-50 MAINTENANCE BUILDING - UTILITY	1,699.75	5,036.59	9,000.00	3,963.41	56.0
10-56-55 MAPPING	282.00	1,032.50	40,000.00	38,967.50	2.6
10-56-60 VEHICLE RENTAL PAYMENT	5,068.86	20,275.44	64,826.00	44,550.56	31.3
10-56-70 STREET REPAIRS	.00	11,422.59	275,000.00	263,577.41	4.2
10-56-82 TOWN SHOP BUILDING REPAIRS	.00	1,001.18	10,000.00	8,998.82	10.0
10-56-90 EQUIPMENT	.00	.00	115,000.00	115,000.00	.0
TOTAL PUBLIC WORKS	28,300.73	113,871.27	793,331.00	679,459.73	14.4
<u>PARKS & RECREATION</u>					
10-58-30 TOOLS, MATERIALS, & SUPPLIES	.00	179.99	6,000.00	5,820.01	3.0
10-58-41 PARKS UTILITIES	38.59	117.82	430.00	312.18	27.4
10-58-42 VAULT RESTROOMS MAINTENANCE	567.19	2,196.76	7,000.00	4,803.24	31.4
10-58-50 CEMETERY EXPENSE	529.46	529.46	5,000.00	4,470.54	10.6
10-58-83 COHEN PARK PROJECT	.00	1,431.70	135,000.00	133,568.30	1.1
10-58-86 FAIRPLAY RIVER PARK	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL PARKS & RECREATION	1,135.24	4,455.73	1,153,430.00	1,148,974.27	.4
<u>NON-DEPARTMENTAL EXPENDITURE</u>					
10-61-15 LIABILITY INSURANCE	.00	28,316.84	20,378.00	(7,938.84)	139.0
10-61-17 AUDIT FEES	.00	3,500.00	4,638.00	1,138.00	75.5
10-61-23 TREASURER'S FEES - MILL LEVY	478.68	2,177.74	6,000.00	3,822.26	36.3
10-61-25 PUBLISHING EXPENSE	104.68	137.70	2,000.00	1,862.30	6.9
10-61-30 DUES & MEMBERSHIPS	290.00	4,301.00	5,900.00	1,599.00	72.9
10-61-60 ABATEMENT	.00	.00	2,000.00	2,000.00	.0
TOTAL NON-DEPARTMENTAL EXPEND	873.36	38,433.28	40,916.00	2,482.72	93.9
TOTAL FUND EXPENDITURES	140,147.23	539,295.19	3,968,281.00	3,428,985.81	13.6

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	82,131.82	394,235.21	(218,443.00)	(612,678.21)	180.5

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

CONSERVATION TRUST FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUES</u>					
20-44-10 COLORADO LOTTERY FUNDS	.00	1,511.12	4,500.00	2,988.88	33.6
TOTAL INTERGOVERNMENTAL REVE	.00	1,511.12	4,500.00	2,988.88	33.6
<u>INTEREST INCOME</u>					
20-46-50 INTEREST INCOME SAVINGS	.00	13.57	20.00	6.43	67.9
20-46-60 CSAFE INTEREST INCOME	.00	14.99	.00	(14.99)	.0
TOTAL INTEREST INCOME	.00	28.56	20.00	(8.56)	142.8
TOTAL FUND REVENUE	.00	1,539.68	4,520.00	2,980.32	34.1

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSE</u>					
20-73-75 BURRO PARK	.00	.00	10,000.00	10,000.00	.0
TOTAL OPERATION EXPENSE	.00	.00	10,000.00	10,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	1,539.68	(5,480.00)	(7,019.68)	28.1

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
32-47-20 DEPT RENTAL PAYMENTS	10,138.12	40,552.48	130,658.00	90,105.52	31.0
TOTAL REVENUE	10,138.12	40,552.48	130,658.00	90,105.52	31.0
TOTAL FUND REVENUE	10,138.12	40,552.48	130,658.00	90,105.52	31.0

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
32-58-10 POLICE VEHICLES	.00	17,980.61	.00	(17,980.61)	.0
32-58-20 PUBLIC WORK EQUIPMENT	13,999.00	49,949.00	56,000.00	6,051.00	89.2
32-58-40 ADMINISTRATION VEHICLE	.00	.00	25,000.00	25,000.00	.0
TOTAL EXPENDITURES	13,999.00	67,929.61	81,000.00	13,070.39	83.9
TOTAL FUND EXPENDITURES	13,999.00	67,929.61	81,000.00	13,070.39	83.9
NET REVENUE OVER EXPENDITURES	(3,860.88)	(27,377.13)	49,658.00	77,035.13	(55.1)

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER REVENUE</u>					
51-42-05 POTABLE WATER	30,045.53	131,235.65	400,000.00	268,764.35	32.8
51-42-20 LIEN REVENUE	.00	1,151.00	5,000.00	3,849.00	23.0
51-42-32 WATER FACILITY MAINTENANCE FEE	121.82	243.64	487.00	243.36	50.0
51-42-34 WATER METERS, PRV, PARTS	.00	.00	1,000.00	1,000.00	.0
51-42-36 PENALTY NON-COMPLIANCE	40.00	160.00	480.00	320.00	33.3
51-42-40 PLANT INVESTMENT FEES	.00	.00	13,500.00	13,500.00	.0
51-42-60 OTHER WATER REVENUE	.00	.00	570,000.00	570,000.00	.0
TOTAL WATER REVENUE	30,207.35	132,790.29	990,467.00	857,676.71	13.4
<u>WATER-MISCELLANEOUS REVENUE</u>					
51-44-10 FEMA PROJECT	.00	162,010.22	.00	(162,010.22)	.0
TOTAL WATER-MISCELLANEOUS REV	.00	162,010.22	.00	(162,010.22)	.0
<u>WASTEWATER REVENUE</u>					
51-46-05 WW USER FEES	55,969.07	224,737.07	675,360.00	450,622.93	33.3
51-46-20 LIEN REVENUE	.00	1,240.80	.00	(1,240.80)	.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	55,969.07	225,977.87	692,162.00	466,184.13	32.7
<u>INTEREST/FEE REVENUE</u>					
51-48-10 INTEREST ON INVESTMENTS	.00	22,755.90	20,000.00	(2,755.90)	113.8
51-48-30 LATE FEES	492.66	2,101.76	8,000.00	5,898.24	26.3
TOTAL INTEREST/FEE REVENUE	492.66	24,857.66	28,000.00	3,142.34	88.8
TOTAL FUND REVENUE	86,669.08	545,636.04	1,710,629.00	1,164,992.96	31.9

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMPLOYEE EXPENSES</u>					
51-70-01 SALARIES	16,337.44	51,127.71	151,957.00	100,829.29	33.7
51-70-02 401A EMPLOYER MATCH	488.91	1,528.50	4,559.00	3,030.50	33.5
51-70-10 EMPLOYEE HEALTH AND WELLNESS	.00	.00	3,000.00	3,000.00	.0
51-70-11 SS/MEDICARE EXPENSE	1,254.32	3,922.47	11,717.00	7,794.53	33.5
51-70-12 UNEMPLOYMENT EXPENSE	28.82	90.49	306.00	215.51	29.6
51-70-13 EMPLOYMENT HEALTH INSURANCE	2,995.21	11,980.91	44,575.00	32,594.09	26.9
51-70-14 WORKER'S COMPENSATION	.00	3,184.00	3,184.00	.00	100.0
51-70-15 BOARD OF TRUSTEE SALARIES	60.00	150.00	1,200.00	1,050.00	12.5
TOTAL EMPLOYEE EXPENSES	21,164.70	71,984.08	220,498.00	148,513.92	32.7
<u>OFFICE/GENERAL EXPENSE</u>					
51-72-02 BANK/CREDIT CARD FEES	344.14	1,303.00	5,000.00	3,697.00	26.1
51-72-06 COMPUTER/SOFTWARE/SUPPORT-O	453.00	3,099.85	18,000.00	14,900.15	17.2
51-72-10 MISCELLANEOUS	.00	.00	1,400.00	1,400.00	.0
51-72-14 OFFICE SUPPLIES	256.44	510.37	2,500.00	1,989.63	20.4
51-72-18 POSTAGE EXPENSE	265.95	884.07	4,000.00	3,115.93	22.1
51-72-22 PUBLISHING EXPENSE	.00	.00	600.00	600.00	.0
51-72-26 TELEPHONE/INTERNET EXPENSE	100.00	501.08	4,000.00	3,498.92	12.5
51-72-30 TOWN HALL RENTAL PAYMENT	.00	.00	12,397.00	12,397.00	.0
51-72-34 UTILITIES-OFFICE	378.24	1,120.04	2,500.00	1,379.96	44.8
51-72-38 VEHICLE/EQUIP RENTAL TO ISF	1,935.00	7,740.00	23,220.00	15,480.00	33.3
51-72-42 VEHICLE MAINTENANCE/REPAIR	.00	82.95	2,500.00	2,417.05	3.3
51-72-44 FUEL	276.39	1,564.88	9,000.00	7,435.12	17.4
51-72-60 REPAIR & MAINT - OFFICE BLDG	30.00	120.00	3,000.00	2,880.00	4.0
TOTAL OFFICE/GENERAL EXPENSE	4,039.16	16,926.24	88,117.00	71,190.76	19.2
<u>CONTRACTUAL FEES</u>					
51-73-20 AUDITOR FEES	.00	3,500.00	4,638.00	1,138.00	75.5
51-73-40 INSURANCE-PROPERTY/LIABILITY	.00	18,845.21	17,934.00	(911.21)	105.1
51-73-60 LEGAL FEES	216.00	1,716.00	5,000.00	3,284.00	34.3
51-73-70 TREASURER FEES	.00	239.18	1,000.00	760.82	23.9
TOTAL CONTRACTUAL FEES	216.00	24,300.39	28,572.00	4,271.61	85.1

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER - PLANT & EQUIPMENT</u>					
51-74-15 COMPUTER EXPENSE-WATER SYSTE	.00	1,949.94	14,000.00	12,050.06	13.9
51-74-17 CONTRACT PLANT OPERATOR	4,500.00	13,500.00	54,000.00	40,500.00	25.0
51-74-20 DITCH MAINTENANCE	.00	.00	500.00	500.00	.0
51-74-25 EDUCATION	.00	1,270.00	2,000.00	730.00	63.5
51-74-30 INFILLTRATION GALLERY PROJECT	58.38	22,940.98	570,000.00	547,059.02	4.0
51-74-32 ENGINEERING FEES	.00	5,100.00	5,000.00	(100.00)	102.0
51-74-40 HASP MEMBERSHIP DUES	.00	.00	1,610.00	1,610.00	.0
51-74-45 LEAKS AND REPAIRS	.00	.00	30,000.00	30,000.00	.0
51-74-50 MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
51-74-55 PERMITS/DUES/LOCATES	3.87	478.12	1,500.00	1,021.88	31.9
51-74-65 REPAIR & MAINTENANCE-EQUIP	.00	612.48	5,000.00	4,387.52	12.3
51-74-70 UTILITIES	239.34	754.09	3,000.00	2,245.91	25.1
51-74-75 TESTING CHEMICALS AND SUPPLIES	24.00	96.00	5,000.00	4,904.00	1.9
51-74-80 TOOLS AND SUPPLIES	166.24	212.21	2,000.00	1,787.79	10.6
51-74-85 WATER METERS	.00	.00	10,000.00	10,000.00	.0
51-74-90 WATER TANKS	38.74	81.39	10,000.00	9,918.61	.8
51-74-95 WATER TREATMENT PLANT	2,303.43	6,046.58	50,000.00	43,953.42	12.1
TOTAL WATER - PLANT & EQUIPMENT	7,334.00	53,041.79	764,610.00	711,568.21	6.9
<u>WASTEWATER-PLANT & EQUIPMENT</u>					
51-76-10 CAPITAL EXPENDITURES	810.00	14,195.00	20,000.00	5,805.00	71.0
51-76-20 COLLECTION SYSTEM MAINTENANC	.00	.00	10,000.00	10,000.00	.0
51-76-25 COMPUTER EXPENSE-WW SYSTEM	.00	.00	7,000.00	7,000.00	.0
51-76-27 CONTRACT - ORC	5,000.00	15,000.00	60,000.00	45,000.00	25.0
51-76-30 EDUCATION	.00	.00	2,000.00	2,000.00	.0
51-76-35 ENGINEERING FEES	.00	.00	5,000.00	5,000.00	.0
51-76-36 LIFT STATION	21.35	1,820.99	5,000.00	3,179.01	36.4
51-76-45 MISCELLANEOUS	.00	.00	3,000.00	3,000.00	.0
51-76-50 PERMITS/DUES/LOCATES	5.16	10.32	4,300.00	4,289.68	.2
51-76-55 REPAIRS AND MAINTENANCE-EQUIP	1,959.87	12,487.67	10,000.00	(2,487.67)	124.9
51-76-60 SLUDGE REMOVAL/DISPOSAL	.00	.00	100,000.00	100,000.00	.0
51-76-65 TESTING CHEMICALS AND SUPPLIES	403.00	3,273.99	8,000.00	4,726.01	40.9
51-76-70 TOOLS AND SUPPLIES	32.97	56.32	2,000.00	1,943.68	2.8
51-76-75 TRASH	86.00	344.00	1,500.00	1,156.00	22.9
51-76-80 UTILITIES-PLANT	7,613.18	21,812.59	67,000.00	45,187.41	32.6
TOTAL WASTEWATER-PLANT & EQUIP	15,931.53	69,000.88	304,800.00	235,799.12	22.6
<u>DEBT SERVICE</u>					
51-80-02 LOAN PRINCIPAL	.00	.00	231,000.00	231,000.00	.0
51-80-04 LOAN INTEREST	.00	.00	86,616.00	86,616.00	.0
TOTAL DEBT SERVICE	.00	.00	317,616.00	317,616.00	.0

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

FAIRPLAY UTILITY ENTERPRISE					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	48,685.39	235,253.38	1,724,213.00	1,488,959.62	13.6
NET REVENUE OVER EXPENDITURES	37,983.69	310,382.66	(13,584.00)	(323,966.66)	2284.9



TOWN OF FAIRPLAY, COLORADO PROCLAMATION

**PUBLIC WORKS WEEK
MAY 21 – MAY 27, 2023**

WHEREAS, Public Works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Town of Fairplay, Colorado; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Fairplay to gain knowledge of and to maintain an ongoing interest and understanding of the importance of Public Works and Public Works Programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association

NOW, THEREFORE, BE IT HEREBY RESOLVED, I, Mayor Frank Just, do hereby proclaim the week of May 21–27, 2023 as Public Works Week in the Town of Fairplay, Colorado, and I urge all citizens to join with representatives of the American Public Works Association and government agencies in recognizing the substantial contributions Public Works Staff make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the Town of Fairplay, Colorado to be affixed this 15th day of May, 2023.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

PUBLIC HEARING FORMAT

LEGISLATIVE HEARINGS (Policy issues such as ordinances amending the Municipal Code, Budget Hearings, Etc.

1. Mayor will introduce the topic and announce that the Public Hearing is open at _____ (time).
2. Mayor will ask for Staff presentation and allow for questions from the Board and suggested amendments, if any.
3. Mayor will solicit public comment in favor of or in opposition to issue/matter.
4. Mayor will close the public hearing and ask for Board deliberation.
5. Following deliberation, Mayor will ask for a motion to continue, approve as presented, approve with stated amendment(s) or deny.



Town of Fairplay

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STAFF REPORT

TO: Mayor and Board of Trustees

FROM: Nina P. Williams, Town Attorney

RE: Public Hearings Item A – Ordinance No. 1, Series of 2023, Creating a New Article 29 of Chapter 16, Unified Development Code, of the Fairplay Municipal Code, Establishing Inclusionary Housing

DATE: May 15, 2023

BACKGROUND/ANALYSIS:

At the February 13, 2023 affordable workforce housing work session, you discussed various potential options to address the specific issues and urgent needs of your local community and workforce as it relates to housing. One of the ideas presented was inclusionary housing, which would require all new residential development to set aside a certain amount of housing units as deed-restricted and permanently affordable.

On March 6, 2023, a specific draft inclusionary housing ordinance was reviewed and discussed by the Town Board. Direction was obtained to amend certain sections of the ordinance, survey local workforce income and salary ranges, and bring the ordinance back for official consideration at a future meeting.

Based upon such Board direction, we amended and updated the Inclusionary Housing Ordinance, which was considered at your Town Board meeting on May 1, 2023. During that meeting, the public hearing was continued, and the Town Attorney was directed to make 2 changes, which are reflected in the attached Ordinance. First, the 60% AMI levels were changed to 50% AMI, to better address the population of your community's workforce in need of housing. Second, Section 16-29-30(D) was amended to reflect a "sliding scale" option to satisfy the ordinance's requirements. This is another way to assist a diversity of income levels in your local workforce.

Also attached is the 2022 Income Limit and Maximum Rent Tables for Park County. As a reminder, HUD (United States Department of Housing and Urban Development) loops Park County into the "Denver-Aurora-Lakewood" numbers. Their 2022 numbers for 50% AMI are as follows: \$41,050 for a 1 person household; \$46,900 for a 2 person household; \$52,750 for a 3 person household; and \$58,600 for a 4 person household. These numbers are updated annually, and will likely be increased to reflect inflation when the 2023 numbers are distributed.

STAFF RECOMMENDATION

Staff recommends the Board approve Ordinance 1, Series 2023 as presented by motion, second and a roll call vote.

Attachments:

- Ordinance No. 1, Series 2023
- 2022 Income Limit and Maximum Rent Tables for Park County

TOWN OF FAIRPLAY, COLORADO

**ORDINANCE NO. 1
(SERIES 2023)**

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AMENDING THE FAIRPLAY MUNICIPAL CODE BY CREATING A NEW ARTICLE 29 OF CHAPTER 16, UNIFIED DEVELOPMENT CODE, ESTABLISHING INCLUSIONARY HOUSING

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

WHEREAS, the Board of Trustees (the “Board”) has the authority, pursuant to C.R.S. §31-16-101, *et seq.*, to adopt and enforce all ordinances and enact laws to govern and regulate the use of land within its territory;

WHEREAS, pursuant to C.R.S. §31-23-301 *et seq.*, the Town also possesses the authority to adopt and enforce zoning regulations;

WHEREAS, 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;

WHEREAS, pursuant to its authority, the Board desires to establish certain specific rules and regulations to address the significant need for a diverse and affordable housing stock within the community, implement the housing goals of the Town Comprehensive plan, promote the construction of housing that is attainable to the community's workforce, retain opportunities for people that work in the Town to also live in the Town, and maintain a balanced community that provides housing for people of all income levels;

WHEREAS, the Board finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its citizens to amend Chapter 16 of the Code, to establish regulations for inclusionary housing.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AS FOLLOWS:

Section 1. The above and foregoing recitals are adopted as express findings and determinations of the Town of Fairplay Board of Trustees.

Section 2. A new Article 29 of Chapter 16, entitled Inclusionary Housing, is hereby adopted to read as follows:

ARTICLE XXIX - Inclusionary Housing

Sec. 16-29-10. Purpose and Objectives.

To ensure and promote residential development that provides a range of housing opportunities for all identifiable economic segments of the population, including households of low-and moderate-income and to retain opportunities for people that work in the Town to also live in that Town, with the goal of maintaining a balanced community and affordability to the community's workforce.

Sec. 16-29-20. General Requirements.

- (A) Any land use application for projects of two (2) or more residential housing units brought under the annexation, planned unit development, rezoning, subdivision, subdivision exemption, condominium, condominium exemption, special use, site plan development review or multi-family site plan review sections of this Chapter are required to include at least fifty percent (50%) of the total number of residential dwelling units as affordable dwelling units, pursuant to requirements set forth in this Article, and subject to the following standards:
 - (1) The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Park County as defined annually by the United States Department of Housing and Urban Development (HUD), at the time such unit is sold or rented, and as further specified in Sections 16-29-50 and 16-29-60.
 - (2) Affordable dwelling units shall be permanently restricted as defined by the Town regulations, unless a different timeframe is required as part of a Low Income Housing Tax Credit project.
 - (3) If the calculations for inclusionary housing results in a fraction of a dwelling unit, the fraction of the unit shall be provided as a complete affordable unit or a fee-in-lieu shall be provided per section 16-29-40.
- (B) Units built as affordable in the project should be comparable to the market rate housing units in exterior finish and design and integrated into the overall project.
- (C) Income Eligibility Required. No person shall sell, rent, purchase or lease an affordable dwelling unit created pursuant to this Article except to a program eligible household. A private owner of a single affordable unit may rent the unit in accordance with the provisions of this Article as set forth in section 16-29-50. All sales, rentals, purchases and leases shall comply with provisions of this Article.
- (D) Deed Restriction Required. No person offering an affordable dwelling unit for rent or sale pursuant to this Article shall fail to lawfully reference in the grant deed conveying title of any such unit, and record with the County Clerk and Recorder, a covenant or declaration of restrictions in a form provided and approved by the Town Attorney. Such deed restriction shall reference applicable contractual arrangements, covenants and resale restrictions as are necessary to carry out the purposes of this Article.

- (E) Good Faith Marketing Required. All sellers or owners of affordable dwelling units shall engage in good faith marketing and public advertising efforts each time an affordable dwelling unit is rented or sold such that members of the public who are qualified to rent or purchase such units have a fair chance to become informed of the availability of such units.
- (F) Required Agreements. Those applicants creating residential developments under this Chapter shall enter into an inclusionary housing development agreement with the Board of Trustees. Such agreements may be part of a development agreement, annexation agreement or subdivision agreement and shall document how the applicant will meet the requirements of this Article including:
 - (1) Defining the inclusionary housing development, including the total number of units; the total number of affordable housing units required; and the total number of affordable housing units provided;
 - (2) Design standards to assure the affordable units will be comparable to market rate units and are integrated into the development;
 - (3) The requirement that each required affordable housing unit must receive its certificate of occupancy before development of every sixth market-rate housing unit within the development, unless an alternative schedule is approved by the Town; and
 - (4) The deed restrictions and additional agreements, in a form acceptable to the Town, as necessary to carry out the purposes of this Article.
- (G) Accessory dwelling units shall not be considered inclusionary housing for the purpose of compliance with the requirements of this Article.
- (H) An applicant shall not be eligible to submit for a building permit until the affordable housing agreement and any required deed restrictions are approved by the Board of Trustees and recorded by the Park County Clerk and Recorder.

Sec. 16-29-30. Options for Satisfaction of Inclusionary Housing Requirement.

An applicant may seek an alternative to providing the required percentage of affordable housing under this Article by any of the following methods:

- (A) Providing the Required Housing Off-Site. This may be met only through the dedication of land to the Town or a qualified housing developer as approved by the Town, with guarantee that the land to be dedicated will allow for, and be developed with, the number of required affordable housing units, and that such units will be deed-restricted as provided for in this Article.
- (B) Dedicating Land Within the Project. Provided it is large enough and located appropriately to accommodate at least the minimum number of required affordable units, land within a project may be dedicated to the Town or a qualified housing developer as approved by

the Town. The units to be built within the project shall be comparable to the market rate housing units in exterior finish and design to blend into the overall project, and such units shall be deed-restricted as provided for in this Article.

- (C) Paying a Fee in Lieu of Providing Units as Defined in Section 16-29-40 and in the amounts set forth in the Town Fee Schedule, adopted and amended by the Board of Trustees from time to time. This alternative is only available if the calculation for inclusionary housing results in a fraction of a dwelling unit or if the development is for five (5) units or less.
- (D) Providing fewer units, but which are affordable to households earning at lower AMI levels. For the purposes of this option, one (1) dwelling unit affordable to households earning forty percent (40%) or less of the Area Median Income (AMI) for Park County, as defined annual by HUD, shall equal two (2) units at fifty percent (50%) or less AMI, and one (1) dwelling unit affordable to households earning thirty percent (30%) or less of the AMI shall equal three (3) units at fifty percent (50%) or less AMI.
- (E) The Town Board, in its sole and exclusive discretion, may consider Other Public Benefit proposals to offset an applicant's required percentage of affordable housing, pursuant to the following:
 - (1) No more than 50% of the required percentage of affordable housing may be offset by Other Public Benefits.
 - (2) To be counted as Other Public Benefits, an applicant must show that its proposal is not solely for the use of the project or development's residents or owners. Project amenities (parks, open space, recreation path, health/fitness centers/pools intended only for project use) will not be considered as Other Public Benefits.
 - (3) Other Public Benefits shall be over and above what is otherwise required to obtain approval of the project or development, pursuant to the Unified Development Code.
 - (4) Other Public Benefits may include, but are not limited, public parks and trails that close an existing gap in connectivity, opportunities for local food production, access to streams, water and public lands in locations with minimal to no access, rehabilitation and preservation of streams, water and public lands and opportunities for educational programs including those in underserved communities.
- (F) Any alternatives for satisfaction of the inclusionary housing requirement shall be approved by agreement with the Board of Trustees as described within this Article.

Sec. 16-29-40. In-Lieu Fee.

If an in-lieu fee is permitted and chosen for all or part of the inclusionary housing required for the project, the fee shall be calculated as described in the Town's fee schedule,

established, adopted and amended by the Board of Trustees from time to time, and be due prior to the issuance of the certificate of occupancy.

Sec. 16-29-50. Program Requirements for For-Sale Units.

- (A) Affordable Unit Price. The prices charged for any affordable units shall not exceed prices greater than what is affordable to households earning fifty percent (50%) the Area Median Income (AMI) for Park County.
- (B) Approved Purchases for Affordable Dwelling Units. A developer or owner shall sell to a qualified purchaser after completing a good faith marketing and selection process approved by the Town and/or applicable housing authority.
- (C) Sale Restriction. No person shall sell an affordable dwelling unit except to a person that meets the income asset and other eligibility requirements of this Article or any asset and income eligibility requirement that is included in any applicable contract, deed restriction or any other agreements to which the Town is a party or beneficiary.
- (D) Resale Restriction. All affordable ownership dwelling units developed under this Article shall be subject to following restrictions:
 - (1) Approved Purchasers. A seller of an affordable dwelling unit must select an income-eligible purchaser by a method that complies with the good faith marketing and selection process defined by the applicable housing administrative regulations and deed restriction. All purchasers of affordable dwelling units shall be part of program eligible households.
 - (2) Resale Price. The resale price of any affordable dwelling unit shall not exceed the purchase price paid by the owner of that unit with the following exceptions:
 - a. Closing Costs. Customary closing costs and costs of sale, which may include customary realtor fees, as reviewed and approved by the Town Administrator.
 - b. Permanent Capital Improvements. Consideration of eligible permanent capital improvements installed by the seller that have been approved in advance by either the Town Administrator or Board of Trustees in accordance with Town Code, deed restriction, applicable housing authority regulations or administrative rules and guidance.
 - c. Resale Price. The resale price may include an inflationary factor or shared appreciation factor as applied to the original sale price pursuant to rules as may be established by the Town Administrator, deed restriction, applicable housing authority regulations or administrative rules and guidance to provide for such consideration. In developing rules, the Town may consider the purposes of this Article, common private, nonprofit and governmental lending practices, as well as any applicable rules or guidelines issued by federal or state agencies affecting the provision or management of affordable housing. In

the event that the Town has not adopted rules that contemplate a particular arrangement for the use of an inflationary factor or shared appreciation factor, the Town Administrator is authorized to approve a resale price formula that is consistent with the purposes of this Article, common private, nonprofit and governmental lending practices, as well as any applicable rules or guidelines issued by federal or state agencies affecting the provision or management of affordable housing.

(3) Special Fees. The seller of an affordable dwelling unit shall neither levy nor charge any additional fees or any finder's fee nor demand any other monetary consideration other than provided in this Article.

(E) Ownership Associations. When accepting for-sale unit as meeting the inclusionary housing obligation, the Town Administrator and/or applicable housing authority may review the condominium association declaration to assess the impact on buyers of affordable units. The Town Administrator and/or applicable housing authority is authorized to establish rules regarding allowable terms in condominium declarations in order to ensure that the purposes of this Article are accomplished.

(F) Rental restrictions. The owner of an affordable unit may rent the unit to an income eligible renter by a method that complies with the administrative regulations and/or applicable deed restriction. At no point shall rent price exceed a price that is affordable to a household earning fifty percent (50%) of the Area Median Income (AMI) for Park County, as defined annual by HUD.

Sec. 16-29-60. Program Requirements for Rental Units.

Maximum Rent. Rents charged for any affordable unit shall not exceed a price greater than what is affordable to households earning fifty percent (50%) of the AMI for Park County, as defined annually by HUD.

Sec. 16-29-70. Administrative Regulations.

The Town Administrator is authorized to adopted administrative regulations to be utilized in the enforcement of the provisions of this Article. To the extent the Town Administrator deems necessary, rules and regulations pertaining to this Article will be developed and approved by the Board of Trustees, and thereby maintained and enforced in order to assure that the purposes of this Article are accomplished. No person shall violate any rule or regulation issued by the Town Administrator under this Article.

Section 3. Severability. If any section, sentence, clause, phrase, word, or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ, ADOPTED, AND ORDERED PUBLISHED this _____ day of
_____ 2023.

Town of Fairplay

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



2022 Income Limit and Maximum Rent Tables
for All Colorado Counties
20% to 120% of Area Median Income (AMI)

HUD Effective Date: April 18, 2022

38

- The IRS allows Housing Tax Credit projects that placed in service as of 12.31.2008 to use higher HERA Special limits.
- All Housing Tax Credit and CHFA Loan projects are "held harmless" from limit decreases. To be "held harmless," a project must be in service before 06.03.2022.
- Housing Tax Credit and CHFA Multifamily Loan projects whose counties experienced a decrease in 2022 limits and that place in service before 06.03.2022 may continue to apply the same limits used in 2021.

County	HERA	AMI	2022 Maximum Rents					2022 Income Limits							
			0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Ouray		120%	1,863	1,995	2,394	2,764	3,084	74,520	85,080	95,760	106,320	114,840	123,360	131,880	140,400
Ouray		100%	1,552	1,662	1,995	2,303	2,570	62,100	70,900	79,800	88,600	95,700	102,800	109,900	117,000
Ouray		80%	1,242	1,330	1,596	1,843	2,056	49,680	56,720	63,840	70,880	76,560	82,240	87,920	93,600
Ouray		70%	1,086	1,163	1,396	1,612	1,799	43,470	49,630	55,860	62,020	66,990	71,960	76,930	81,900
Ouray		60%	931	997	1,197	1,382	1,542	37,260	42,540	47,880	53,160	57,420	61,680	65,940	70,200
Ouray		55%	853	914	1,097	1,267	1,413	34,155	38,995	43,890	48,730	52,635	56,540	60,445	64,350
Ouray		50%	776	831	997	1,151	1,285	31,050	35,450	39,900	44,300	47,850	51,400	54,950	58,500
Ouray		45%	698	748	897	1,036	1,156	27,945	31,905	35,910	39,870	43,065	46,260	49,455	52,650
Ouray		40%	621	665	798	921	1,028	24,840	28,360	31,920	35,440	38,280	41,120	43,960	46,800
Ouray		30%	465	498	598	691	771	18,630	21,270	23,940	26,580	28,710	30,840	32,970	35,100
Ouray		20%	310	332	399	460	514	12,420	14,180	15,960	17,720	19,140	20,560	21,980	23,400
Park		120%	2,463	2,638	3,165	3,657	4,080	98,520	112,560	126,600	140,640	151,920	163,200	174,480	185,760
Park		100%	2,052	2,198	2,637	3,047	3,400	82,100	93,800	105,500	117,200	126,600	136,000	145,400	154,800
Park		80%	1,642	1,759	2,110	2,438	2,720	65,680	75,040	84,400	93,760	101,280	108,800	116,320	123,840
Park		70%	1,436	1,539	1,846	2,133	2,380	57,470	65,660	73,850	82,040	88,620	95,200	101,780	108,360
Park		60%	1,231	1,319	1,582	1,828	2,040	49,260	56,280	63,300	70,320	75,960	81,600	87,240	92,880
Park		55%	1,128	1,209	1,450	1,676	1,870	45,155	51,590	58,025	64,460	69,630	74,800	79,970	85,140
Park		50%	1,026	1,099	1,318	1,523	1,700	41,050	46,900	52,750	58,600	63,300	68,000	72,700	77,400
Park		45%	923	989	1,186	1,371	1,530	36,945	42,210	47,475	52,740	56,970	61,200	65,430	69,660
Park		40%	821	879	1,055	1,219	1,360	32,840	37,520	42,200	46,880	50,640	54,400	58,160	61,920
Park		30%	615	659	791	914	1,020	24,630	28,140	31,650	35,160	37,980	40,800	43,620	46,440
Park		20%	410	439	527	609	680	16,420	18,760	21,100	23,440	25,320	27,200	29,080	30,960



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Resolution Approving PIIP Agreement with Scott Bullock

DATE: May 10, 2023

Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with Scott Bullock for the 601 Bogue Street Fence Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$1,083.00 to go towards replacing the fence on the property which will improve the street view of the property. The property taxes paid for this property over the last five years is \$1,082.00. The estimate for the work is \$6,862.68. You have \$20,00.00 in your PIIP line item for 2023. Staff recommends approval of this application.

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

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2023 - 15

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 SCOTT BULLOCK FOR THE 601 BOGUE STREET FENCE 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 Scott Bullock 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 15th day of May 2023.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
(601 BOGUE STREET FENCE PROJECT)**

41

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (601 Bogue Street Fence Project) (hereafter referred to as the "601 Bogue Street Fence Project PIIP Agreement") is made and executed this 15th day of May, 2023, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Scott Bullock (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 601 Bogue Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by building a new fence, in which said improvements will enhance the appearance of the Property and of the Town; and

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

WHEREAS, the parties hereto wish to set forth in full their agreement as to the nature and extent of the improvements which shall be constructed and installed by the Owner within and upon the Property, and the manner for and extent of the reimbursement to the Owner for a portion of the cost of such construction materials; 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, 2023, and shall be completed no later than December 31, 2023. 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 Six Thousand Eight Hundred Sixty-Two Dollars and sixty-eight cents (\$6,862.68).
4. **Contractor.** The homeowner will be constructing the fence.
5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be One Thousand Eighty-Three Dollars (\$1,083.00) 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. The 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.** The Owner shall maintain the improvements in good condition and repair for a period of five years from and after the date of completion. Should the Owner not perform this maintenance obligation Owner shall, upon written demand from the Town, refund to the Town all monies rebated to the Owner by the Town pursuant to this PIIP Agreement.
7. **Completion of work and payment of rebate.** Upon completion of the Work, Owner shall notify the Town of such completion and the Town shall perform an inspection of the improvements. If the improvements are completed in a satisfactory and workmanlike manner the Town shall accept same and shall, within thirty (30) day following such acceptance, rebate to the Owner the amount required by Paragraph 5 above.
8. **Annual appropriation.** The parties specifically acknowledge and agree that no undertaking on the part of the Town to rebate property taxes as specified herein constitutes a debt or obligation of the Town within any constitutional or statutory provision. The Town's obligations hereunder shall be subject to annual appropriation by the Town Board unless and until approved by the Town's electors.
9. **Assignment/Third party beneficiaries.** None of the obligations, benefits, and provisions of this PIIP Agreement shall be assigned in whole or in any part without the express written authorization of the Fairplay Town Board. In addition, no third party may rely upon or enforce any provision of this PIIP Agreement, the same being an agreement solely between the Town and the Owner, and which agreement is made for the benefit of no other person or entity.
10. **Successors and assigns.** This PIIP Agreement may be recorded and shall be binding on Owner's successors and assigns. .
11. **Amendments.** This PIIP Agreement shall be subject to amendment only by a written instrument and executed by each party. Any such amendment shall require the approval by the Town Board of the Town of Fairplay at a regular or special meeting of the Town Board, and execution thereof by the Mayor and attestation by the Town Clerk.

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

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

To the Owner: Scott Bullock
 P.O. Box 896
 Fairplay, CO 80440

EXECUTED the day and year first above written.

THE TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

Janell Sciacca, Town Clerk

OWNER:

Scott Bullock

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): Scott Bullock
 Property Address: 601 Bogue Street, Fairplay, CO 80440, Parcel 482, Lots 26-32
 Mailing Address: P.O. Box 896, Fairplay, CO 80440
 Phone: 970-485-3109 Email: salamanderscott@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.): Wooden privacy fence replacement. Fence is 30 years old and in disrepair. It has fallen down in sections that we have put bandaids on. We were told after we bought the house in 2003 by previous owner that the fence sits on 16' of the easement. We would like to relocate a portion of fence to fix that problem and replace entire wooden fence.

Estimated Cost of Project: \$6,862.68 for materials, we will do the labor ourselves.

Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): \$1,083.00

Amount of Matching Funds from Applicant (must be at least 50% of the cost of the project): \$5,779.68

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.

PIIP Program - Ordinance No. 1, 2014.

Applicant Signature: Scott Th Date: 5/03/23

*****OFFICE USE ONLY*****

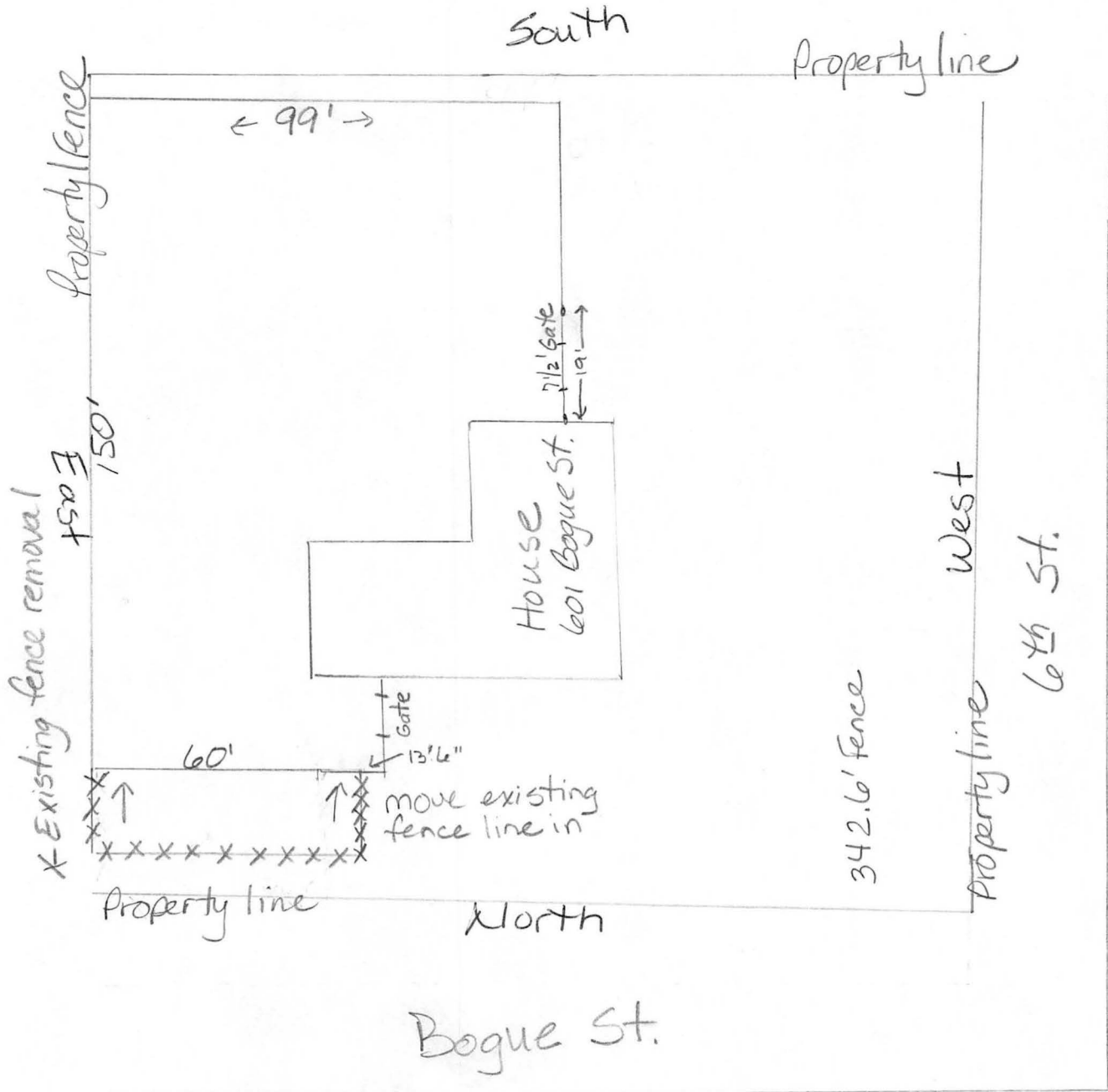
Building Permit Required for project: Yes ☒ No ☐

Water meter and radio working after completion of project: Yes_____ No_____

Final Project Inspections: Date:_____ **Signature:**_____

Amount Paid: _____ **Check #** _____ **Date:** _____

Bullock
601 Bogue St.



SPRING BLACK FRIDAY SAVINGS While Supplies Last. Shop Now.

**Pay \$581 per Month* When You Use Your Card**

\$581 per month* suggested payments with 12 months financing on this \$6962.68 purchase. VALID: 3/23/2023 - 5/10/2023. [View Details](#)

Don't have a card?

[Apply Now](#)

Your Cart (994)

[Share](#)[Remove All Items](#)

Pickup

Avon/Vail (5 items) [Curbside Available](#)

44

4 in. x 4 in. x 8 ft. Rough Green Western Red Cedar Lumber

Model #635251

Pickup at [Avon/Vail](#)

Delivering to 81620

Pickup

Tomorrow

86 in stock

FREE**Delivery**

Tomorrow

86 available

\$1,686.08

(\$38.32/item)

[Save for Later](#)[Save to Favorites](#)[Remove](#)**Quikrete 60 lb. Concrete Mix**Product Weight (lb.): **60 lb****\$160.60**

(\$3.65/item)

Get Bulk Pricing of \$3.29 on this item when you purchase at least 56 units.

44

Pickup at [Avon/Vail](#)

Delivering to 81620

Pickup

Tomorrow

787 in stock

FREE**Delivery**

Tomorrow

787 available

[Save for Later](#)[Save to Favorites](#)[Remove](#)**Outdoor Essentials 19/32 in. D x 5-1/2 in. W x 6 ft. H Cedar Dog-Ear Fence Picket**

Model #327357

\$2,456.72

(\$3.28/item)



749

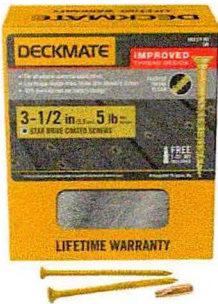
Pickup at [Avon/Vail](#)

Delivering to 81620

Pickup
Tomorrow
2,811 in stock
FREE

Delivery
Tomorrow
2,811 available

[Save for Later](#) [Save to Favorites](#) [Remove](#)



3

Deckmate 3-1/2 in. Tan Exterior Self-Starting Star Flat-Head Wood Deck Screws #10 (5 lbs./280 pcs)

\$112.11
(\$37.37/item)

Product Weight (lb.): 5 lb
Screw Length: 3-1/2 in

Pickup at [Avon/Vail](#)

Delivering to 81620

Pickup
Tomorrow
11 in stock
FREE

Delivery
Thursday, May 4
416 available
FREE

[Save for Later](#) [Save to Favorites](#) [Remove](#)



129

2 in. x 4 in. x 8 ft. Rough Green Western Red Cedar Lumber

\$2,190.42
(\$16.98/item)

Model #702145

Pickup at [Avon/Vail](#)

Delivering to 81620

Pickup
Tomorrow
304 in stock
FREE

Delivery
Tomorrow
304 available

[Save for Later](#) [Save to Favorites](#) [Remove](#)

Delivery
81620 (1 item)



Everbilt #8 x 1-1/2 in. Star Drive Flat Head Exterior

\$356.75



Wood Screws 1 lb.-Box (203-Piece)

(\$14.27/item)

Model #117334

Pickup at [Avon/Vail](#)

Delivering to 81620

Pickup Nearby

Tomorrow

In stock 69.9 mi away

FREE

Delivery

Monday, May 8

4,872 available

FREE

25

Need Help?

See our [online FAQs](#) or phone us:

Online Customer Support:1-800-430-3376

Major Appliances:1-877-961-6683

Custom Blinds:1-800-658-7320

Call 7 days a week - 6 a.m. to 2 a.m. EST

Your Order

Subtotal	\$6,962.68
Pickup	FREE
Delivery	FREE
Sales Tax (determined in later step)	---

Total

\$6,962⁶⁸[Have a promo code?](#)

* Delivery fees are calculated at the lowest rate available. Other delivery options may be available in checkout.

Checkout

— or —

rayra

Easy In-Store and Online Returns

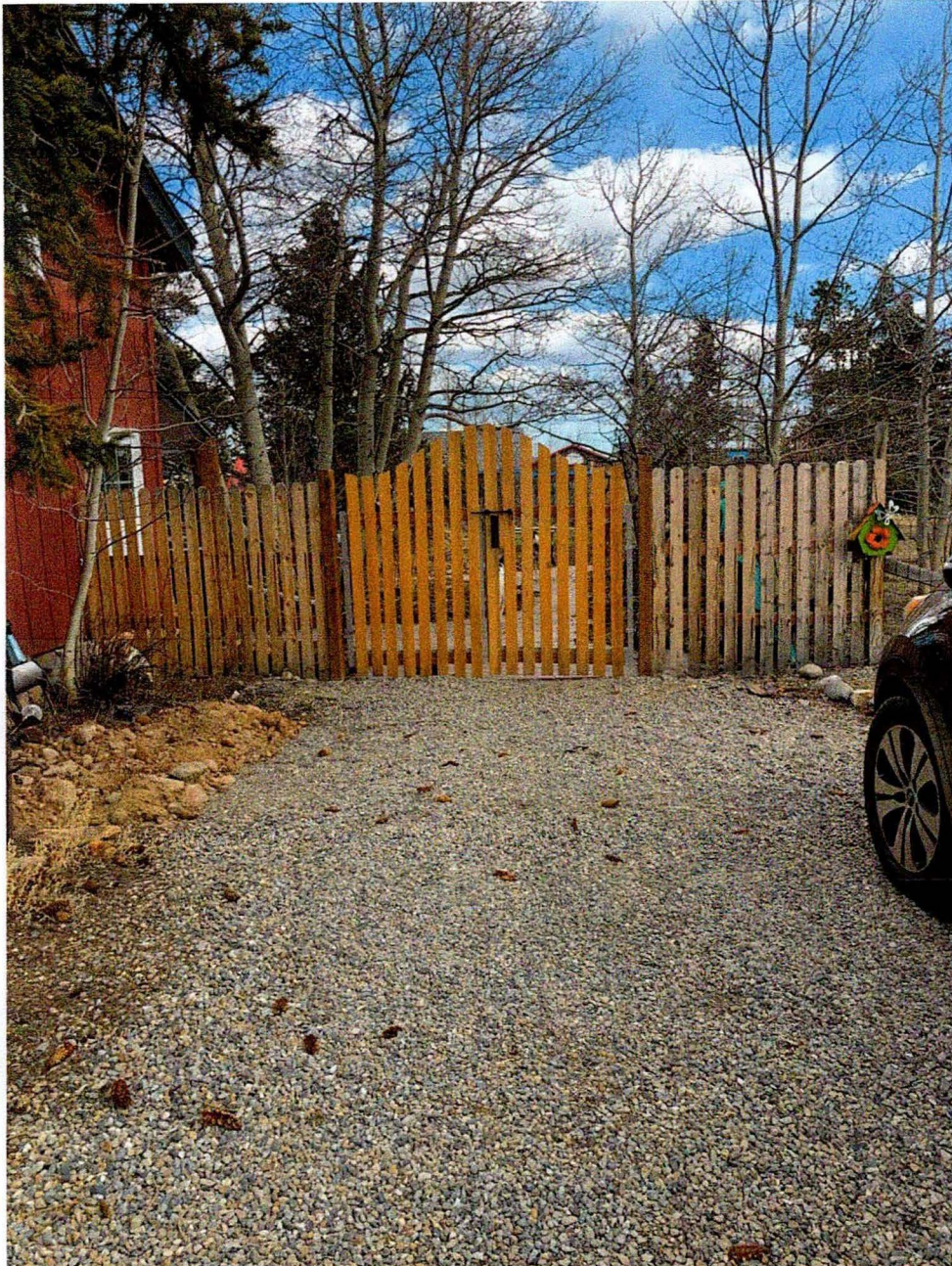
Read our [Return Policy](#)Get up to \$100 off[◇]

Get a Home Depot Credit Card and receive \$25 off your purchase of \$25+, \$50 off purchases \$300+, or \$100 off orders over \$1,000

[Apply Now](#)

Item Total	\$6,962.68
Savings	-\$100.00
New Total	\$6,862.68

Photos of Bullock Fence Project, 601 Bogue Street, Fairplay



Front gate to property. We will be upgrading the gate and fence with better wood.

Photos of Bullock Fence Project, 601 Bogue Street, Fairplay



The South fence which borders our neighbors, the McNamara's property is three different heights, 4 feet, 5 feet and 6 feet. We will replace this with 6-foot fencing. We have had to add chicken wire on top to keep our dogs from jumping over the shorter fence.

Photos of Bullock Fence Project, 601 Bogue Street, Fairplay



The South side fence is in terrible shape, and we have added boards here and there to keep dogs in and keep it from falling.

Photos of Bullock Fence Project, 601 Bogue Street, Fairplay



Southeast corner of property. The survey stake and metal marker indicate that the fence line is about a foot inside our property line at this time.

Photos of Bullock Fence Project, 601 Bogue Street, Fairplay



Looking North from the Southeast corner our fence line is in the appropriate location. But as you move towards Bogue it veers out to the right about 2-feet. We will bring the fence line into the appropriate location and off of our neighbors, Kelsey Hanley & David Collar's property.

Photos of Bullock Fence Project, 601 Bogue Street, Fairplay



Fence has fallen in this area before and we have it screwed together to keep it from falling again. As you can see only two rails were used to construct this fence more than 40 years ago. We will use 3 rails around the entire fence.

Photos of Bullock Fence Project, 601 Bogue Street, Fairplay



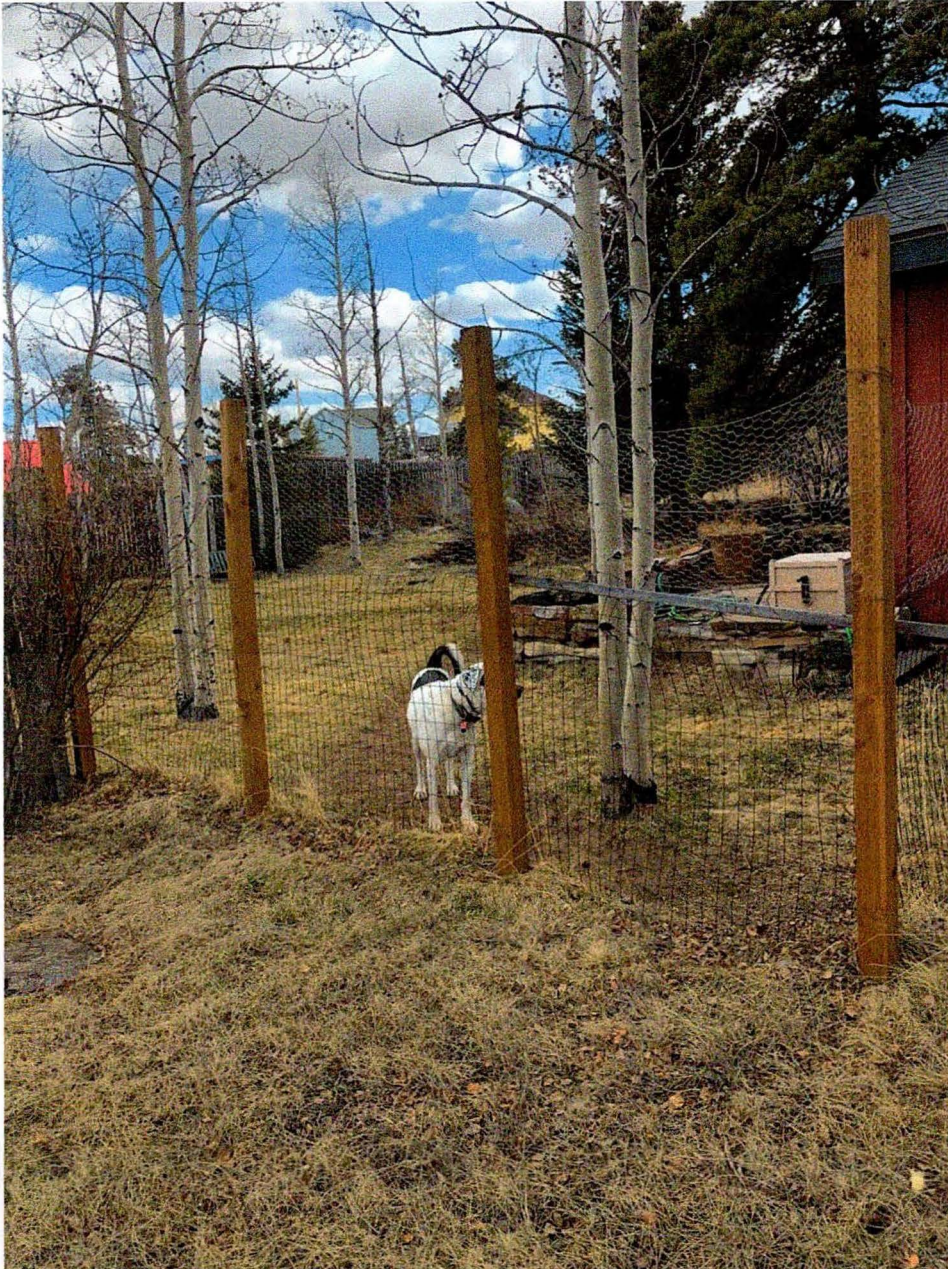
Fence is coming apart in this area as is the case in several locations.

Photos of Bullock Fence Project, 601 Bogue Street, Fairplay



This is part of the temporary fence that will be replaced by the 6-foot cedar fence. We will build a gate in this area of the fence.

Photos of Bullock Fence Project, 601 Bogue Street, Fairplay



This is a temporary fence we put up to keep our dogs safe in the yard on the Bogue St. side. This will be replaced by the new cedar 6-foot fence.



Town of Fairplay

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

STAFF REPORT

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: New Business Item B – Agreement for Fairplay Street Maintenance Project
 Resolution No. 16, Series 2023

DATE: May 15, 2023

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 2023 the Town budgeted \$250,000 for this project and routine repairs such as pothole filling, crack sealing, etc. Public Works Director Graham reached out to Pavement Maintenance Services, Inc. who is one of the only companies that will perform work in our area and received a bid of \$223,983.35. The bid tab is attached to the Construction Contract as Exhibit A and details the work to be done.

Chuck Murphy and Pavement Maintenance Services, Inc. has reputably performed these services for the Town since 2018.

STAFF RECOMMENDATION

Staff recommends the Board vote to approve or deny Resolution No. 16, Series 2023 by motion, second and a roll call vote to approve a Construction Contract with Pavement Maintenance Services, Inc. for the 2023 Fairplay Street Maintenance Project.

Attachments:

- Resolutions No. 16, Series 2023
- Construction Contract
- Exhibit A - PMS, Inc. Bid Tab

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 16
(Series of 2023)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONSTRUCTION CONTRACT WITH PAVEMENT MAINTENANCE SERVICES, INC. FOR THE 2023 STREET MAINTENANCE PROJECT

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 2023 Street Maintenance Project; and

WHEREAS, the Town received one response from Pavement Maintenance Services, Inc. in the amount of 223,983.35; and

WHEREAS, the Town Board of Trustees desires to enter into a Construction Contract with Pavement Maintenance Services for the 2023 Maintenance Project at a cost of \$223,983.35.

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

SECTION 1. The Construction Contract attached hereto as **EXHIBIT A** is approved and the Mayor is authorized to sign the contract between the Town of Fairplay and Pavement Maintenance Services, Inc. in an amount not to exceed \$223,983.35.

RESOLVED, APPROVED, and ADOPTED this 15th day of May, 2023.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

EXHIBIT A

CONSTRUCTION AGREEMENT

This **CONSTRUCTION AGREEMENT** (this “Agreement”) is entered into this 15th day of MAY, 2023 by and between the Town of Fairplay, Colorado (hereinafter referred to as the “Owner”) and Pavement Maintenance Services, Inc. (hereinafter referred to as the “Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

- 1.01 Contractor shall complete all work as specified or indicated in the Contract Documents (defined below). The work is generally described as follows: ASPHALT MILLING, OVERLAY, PAVING AND SHOULDERING.

ARTICLE 2 THE PROJECT

- 2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows: 2023 TOWN OF FAIRPLAY STREET PROJECT (the “Project”).

ARTICLE 3 ENGINEER

- 3.01 Public Works Director Donovan Graham shall serve as construction management engineer who is hereinafter called Engineer and who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 4 WORKER WITHOUT AUTHORIZATION EMPLOYMENT

- 4.01 Prior to the execution of this Agreement, Contractor shall certify to the Town, by completing the Worker Without Authorization Addendum attached hereto, that at the time of certification, Contractor does not knowingly employ or contract with any worker without authorization who will perform work under this Agreement as well as other certifications therein contained.

ARTICLE 5 CONTRACT TIMES

5.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

5.02 Days to Achieve Substantial Completion and Final Payment

- A. Contractor shall achieve Substantial Completion within 30 calendar days of the issuance by the Owner of a Notice to Proceed and shall finally complete the Work so that it is ready for final payment within 30 calendar days of the issuance by the Owner of a Notice to Proceed.

5.03 Liquidated Damages

- A. Contractor understands and agrees that time is an essential condition of this Agreement. Contractor further understands and agrees that delay in completion of the project will cause Owner to suffer substantial losses and damages which cannot be measured, including without limitation the loss of revenues for services, loss of other revenue incidental to the operation of the facility, additional engineering, legal, accounting and administrative costs, reduced public confidence and adverse public relations which would reduce future revenues, and additional interest and financing costs and charges if the Work is not completed within the times specified above, plus any extensions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or mediation proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring proof of such losses and damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay two hundred fifty dollars (\$250.00) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete.
- B. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by Owner, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay two hundred fifty dollars (\$250.00) for each day that expires after the time specified above for final completion and readiness for final payment until the Work is finally complete and ready for final payment.
- C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and recover compensation for damages for nonperformance of this Contract.
- D. Any liquidated damages payable by Contractor may, at Owner's election be deducted from any amounts owed to Contractor. In the event no funds are due Contractor at a time when Contractor becomes liable to Owner for liquidated damages, then Contractor agrees to pay all accrued liquidated damages to Owner on the first (1st) day and on the fifteenth (15th) day of each month when Contractor is liable to Owner for liquidated damages. Permitting Contractor to continue and finish the Work or any part thereof after the deadline for completion of the Work shall not act as a waiver of these liquidated damages provisions.
- E. The aggregate liability of Contractor to pay liquidated damages pursuant to this Article shall not exceed an amount equal to fifty percent (50%) of the Contract Price. This Article shall not be construed to limit Contractor's other obligations or liabilities arising under or in connection with this Contract.
- F. In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.

ARTICLE 6 CONTRACT PRICE

- 6.01 Owner shall pay Contractor Two Hundred Twenty-Three Thousand Ninety Hundred Eighty-Three Dollars and Thirty-Five Cents (\$223,983.35) for completion of the Work as full compensation for everything furnished and done by Contractor under this Agreement, and as outlined in "Exhibit A" hereby attached, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation

of the work; and for well and faithfully completing the work as provided in this Agreement.

ARTICLE 7 PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment to the Owner on a monthly basis, which shall be processed by the Engineer.

7.02 Progress Payments; Retainage

- A. Owner shall make progress payments towards the Contract Price, less five percent (5%) for retainage, on the basis of Contractor's Applications for Payment, as verified and recommended by Engineer, on or about the twenty-fifth (25th) day of each month during performance of the Work. In the Engineer's discretion, the Owner may withhold some or all of a progress payment where the Contractor's Application for Payment does not reflect the actual amount of the Work completed.

7.03 Final Payment

- A. Upon final completion and acceptance of the Work as recommended by the Engineer, Owner shall pay the remainder of the Contract Price, including any retainage previously withheld.

ARTICLE 8 PROJECT WARRANTIES

- 8.01 Contractor's warranties in respect of the Work (the "Project Warranties") are as follows: Contractor warrants to Owner that the Work shall be fit for its intended purposes, that materials and equipment furnished under this Agreement shall be of good quality and new, that all Work shall be free from defects and that all Work shall meet all of the requirements of this Agreement. Contractor shall furnish satisfactory evidence that it has met the Project Warranties. The Project Warranties shall commence on the date Contractor achieves final completion of the Work satisfactorily to Owner. If at any time within two (2) years after the date on which the Project Warranties commenced, any portion of the Work is found to be not in accordance with the Project Warranties, Contractor shall correct it promptly after receipt of notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition.

ARTICLE 9 INSURANCE

- 9.01 Insurance Requirements. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this Article and the insurance has been approved by the Town Administrator or his designee. The Town of Fairplay shall be named as an additional insured. Certificates of insurance shall be issued prior to execution of the Notice to Proceed. Additionally, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:
 - A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent

contractors, and contractual liability each at \$1,000,000 per occurrence.

- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.
- C. Comprehensive Automobile Liability Insurance: Including coverage for all owned, non-owned, and rented vehicles with \$1,000,000 combined single limit for each occurrence.

ARTICLE 10 CONTRACTOR'S REPRESENTATIONS

10.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) any examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective within two (2) years of Substantial Completion.
- K. Contractor is organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

ARTICLE 11 CONTRACT DOCUMENTS

11.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Bidding Documents;
 - 3. General Conditions;
 - 4. Supplementary Conditions;
 - 5. Technical Specifications;
 - 6. Measurement and Payment Provisions;
 - 7. Construction Plans;
 - 8. Labor & Materials Payment Bond;
 - 9. Performance Bond;
 - 10. _____;
 - 11. _____; and
 - 12. Any written amendments or work change orders which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
- B. There are no Contract Documents other than those listed above in this Article.
- C. The Contract Documents may only be amended, modified, or supplemented by written agreement signed by both parties.

ARTICLE 12 PERFORMANCE BOND

- A. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Owner with a Performance Bond in the amount of the full contract price. Prior to execution of this Agreement, the Contractor shall provide the form of the Performance Bond to the Town for its review and approval. The Town shall be authorized to draw upon the Performance Bond to correct any default by Builder under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Engineer. The Performance Bond shall be held by the Town through the two (2) year Project Warranties period specified in this Agreement.

ARTICLE 13 MISCELLANEOUS

13.01 Indemnification

- A. The Contractor agrees to indemnify, save, and hold harmless the Owner, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind arising from or out of any negligent act, error, omission or other tortious conduct of the Contractor, its officers,

subcontractors, employees, or agents in the performance or non-performance of its obligations under this Agreement.

13.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable by any court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05 Independent Contractor

CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOTHING HEREIN CONTAINED SHALL CONSTITUTE OR DESIGNATE THE CONTRACTOR OR ANY OF ITS EMPLOYEES OR AGENTS AS EMPLOYEES OR AGENTS OF THE OWNER.

13.06 No Waiver of Governmental Immunity

Nothing herein is intended as nor shall it be construed as a waiver of the protections and immunities afforded the Owner pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, or pursuant to any other applicable laws.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Owner and Contractor have signed and executed this Agreement in duplicate on the date first written above. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

TOWN OF FAIRPLAY

Name: Frank Just
 Title: Mayor

ATTEST:

Janell Sciacca, Town Clerk

CONTRACTOR

Name: _____
 Title: _____

STATE OF COLORADO

COUNTY OF _____

Signed before me on _____, 20____, by

_____, as _____

of Pavement Maintenance Services, Inc.



 Notary

My Commission Expires: _____

WORKER WITHOUT AUTHORIZATION ADDENDUM

This Worker Without Authorization Addendum (hereinafter "Addendum") attached hereto and incorporated herein by this reference, is made to this Agreement by and between the Town of Fairplay (hereinafter "Town"), a municipal corporation of the State of Colorado, and _____, (hereinafter "Contractor") dated this ____ day of _____, 2023.

Pursuant to Section 8-17.5-101, *et seq.*, C.R.S., the following provisions are hereby incorporated:

1. Contractor certifies that, at the time of executing this Addendum, Contractor does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Contractor will participate in the federal E-Verify Program or the Colorado Department of Labor and Employment's Employment Verification Program (hereinafter "CDLE's Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.
2. Contractor hereby agrees that it shall not:
 - a) Knowingly employ or contract with a worker without authorization to perform work under the Agreement; or
 - b) Enter into a contract with a subcontractor that fails to certify that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or CDLE's Program.
4. Contractor is prohibited from using either the E-Verify Program or CDLE's Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, Contractor is required to:
 - a) Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required by Subsection (5) (a) above the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor 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.
6. Contractor is required to comply with any reasonable request that CDLE makes in the course of an investigation that CDLE is undertaking pursuant to Section 8-17.5-102(5), C.R.S.

IN WITNESS WHEREOF, Contractor has executed this Addendum on the date first above written. By the signature of its representative below, Contractor affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

CONTRACTOR

Date: _____

Signature: _____

Title: _____

EXHIBIT A

Town of Fairplay
2023 Street Maintenance Project

Owner: Town of Fairplay

Date:

Item #	Estm. Qnty	Unit	Description	Material Unit Cost	Labor Unit Cost	Total Unit Cost	Total
1	1	LS	Mobilization - include cost of mobilization and bonds			\$ 5,000.00	\$ 5,000.00
2	1	LS	Traffic Control			\$ 1,500.00	\$ 1,500.00
3	1	LS	Asphalt Patching			\$ 4,850.00	\$ 4,850.00
4	69,032	SF	HMA Paving / Overlay***			\$ 2.95	\$ 203,644.40
5	65	SY	Milling Butt Joints			\$ 22.00	\$ 1,430.00
6	6,573	LF	Shouldering 2 feet wide where applicable			\$ 1.15	\$ 7,558.95
			*** streets include - Hathaway, Platte View, Pine, Aspen and 5th and Clark				
Sub-Total							\$ 223,983.35

Contractor Bid Total \$ 223,983.35

Two Hundred Twenty-Three Thousand Nine Hundred Eighty-Three Dollars & Thirty-Five Cents

CONTRACTOR BID TOTAL WRITTEN IN WORDS

Pavement Maintenance Services, Inc.

5/2/2023

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



Town of Fairplay
Building Department
Inspection Type Report
2/1/2023 - 5/9/2023

		Owner	Contractor	Project Description
102 Footing / P.E Letter (7)				
Address	519 Castello	2022-083		HABITAT FOR HUMANITY
Status	Issued	Issued	11/29/2022	
Use	RESIDENTIAL - SFR			
Address	521 Castello	2022-080		HABITAT FOR HUMANITY
Status	Issued	Issued	11/28/2022	
Use	RESIDENTIAL - SFR			
Address	521 Castello	2022-080		HABITAT FOR HUMANITY
Status	Issued	Issued	11/28/2022	
Use	RESIDENTIAL - SFR			
Address	519 Castello	2022-083		HABITAT FOR HUMANITY
Status	Issued	Issued	11/29/2022	
Use	RESIDENTIAL - SFR			
Address	521 Castello	2022-080		HABITAT FOR HUMANITY
Status	Issued	Issued	11/28/2022	
Use	RESIDENTIAL - SFR			



**Town of Fairplay
Building Department
Inspection Type Report
2/1/2023 - 5/9/2023**

		Owner	Contractor	Project Description
Address	519 Castello	2022-083		HABITAT FOR HUMANITY
Status	Issued	Issued	11/29/2022	
Use	RESIDENTIAL - SFR			
Address	517 Castello Ave	2023-002		NEW SINGLE FAMILY HOME
Status	Issued	Issued	1/11/2023	
Use	RESIDENTIAL - SFR			
104 Stem Walls (4)				
Address	521 Castello	2022-080		HABITAT FOR HUMANITY
Status	Issued	Issued	11/28/2022	
Use	RESIDENTIAL - SFR			
Address	519 Castello	2022-083		HABITAT FOR HUMANITY
Status	Issued	Issued	11/29/2022	
Use	RESIDENTIAL - SFR			
Address	517 Castello Ave	2023-002		NEW SINGLE FAMILY HOME
Status	Issued	Issued	1/11/2023	
Use	RESIDENTIAL - SFR			



**Town of Fairplay
Building Department
Inspection Type Report
2/1/2023 - 5/9/2023**

		Owner	Contractor	Project Description
Address	271 BEVER CREEK LN	2023-011	James March POB 1720 FAIRPLAY, CO 80440	NEW THREE CAR TWO STORY GARAGE AND WORKSHOP
Status	Issued	Issued	5/2/2023	
Use	RESIDENTIAL - SFR			
105 Foundation Wall Insulation (5)				
Address	519 Castello	2022-083		HABITAT FOR HUMANITY
Status	Issued	Issued	11/29/2022	
Use	RESIDENTIAL - SFR			
Address	521 Castello	2022-080		HABITAT FOR HUMANITY
Status	Issued	Issued	11/28/2022	
Use	RESIDENTIAL - SFR			
Address	519 Castello	2022-083		HABITAT FOR HUMANITY
Status	Issued	Issued	11/29/2022	
Use	RESIDENTIAL - SFR			
Address	521 Castello	2022-080		HABITAT FOR HUMANITY
Status	Issued	Issued	11/28/2022	
Use	RESIDENTIAL - SFR			



**Town of Fairplay
Building Department
Inspection Type Report
2/1/2023 - 5/9/2023**

		Owner	Contractor	Project Description
Address	517 Castello Ave	2023-002		NEW SINGLE FAMILY HOME
Status	Issued	Issued	1/11/2023	
Use	RESIDENTIAL - SFR			
106 Footings and Steel (1)				
Address	271 BEVER CREEK LN	2023-011	James March POB 1720 FAIRPLAY, CO 80440	NEW THREE CAR TWO STORY GARAGE AND WORKSHOP
Status	Issued	Issued	5/2/2023	
Use	RESIDENTIAL - SFR			
107 Foundation - Slab on Grade (1)				
Address	271 BEVER CREEK LN	2023-011	James March POB 1720 FAIRPLAY, CO 80440	NEW THREE CAR TWO STORY GARAGE AND WORKSHOP
Status	Issued	Issued	5/2/2023	
Use	RESIDENTIAL - SFR			
108 Wall Sheating (2)				
Address	519 Castello	2022-083		HABITAT FOR HUMANITY
Status	Issued	Issued	11/29/2022	
Use	RESIDENTIAL - SFR			
Address	521 Castello	2022-080		HABITAT FOR HUMANITY
Status	Issued	Issued	11/28/2022	
Use	RESIDENTIAL - SFR			



Town of Fairplay
Building Department
Inspection Type Report
2/1/2023 - 5/9/2023

		Owner	Contractor	Project Description
109 Roof Sheating (1)				
Address	422 HATHAWAY ST	2022-088		REROOF SINGLE FAMILY STRUCTURE
Status	Issued	Issued	12/6/2022	
Use	RESIDENTIAL - SFR			
225 Re-Roof Final (2)				
Address	980 MAIN ST	2022-069	Mines roofing PO Box 1634 FAIRPLAY, CO 80440	REROOF MODULAR OFFICE STRUCTURE WITH METAL ROOFING SYSTEM REMOVE THE DECKING TO THE RAFTERS AND REINSULATE THE ROOF SYSTEM
Status	Finalled	Issued	9/13/2022	
Use	COMMERCIAL		4/4/2023	
Address	422 HATHAWAY ST	2022-088		REROOF SINGLE FAMILY STRUCTURE
Status	Issued	Issued	12/6/2022	
Use	RESIDENTIAL - SFR			
307 Photovoltaic / Solar Final (1)				
Address	652 CRAWFORD LN	2022-091	KALLIE KIRSTEN	INSTALL NEW SOLAR PANELS ON SINGLE FAMILY HOME
Status	Finalled	Issued	2/15/2023	
Use	RESIDENTIAL - SFR		4/27/2023	



**Town of Fairplay
Building Department
Inspection Type Report
2/1/2023 - 5/9/2023**

		Owner	Contractor	Project Description
310 Electric Meter Release (3)				
Address	455 MAIN ST	2022-050		ADDITION OF BASEMENT AND RENOVATION OF EXISTING SINGLE FAMILY HOME TO INCLUDE BUSINESS USE
Status	Issued	Issued	7/7/2022	
Use	RESIDENTIAL - SFR			
Address	517 Castello Ave	2023-002		NEW SINGLE FAMILY HOME
Status	Issued	Issued	1/11/2023	
Use	RESIDENTIAL - SFR			
Address	198 S Sixth St	BP-05-2022		NEW SINGLE FAMILY RESIDENCE
Status	Issued	Issued	7/1/2022	
Use	RESIDENTIAL - SFR			
312 Electrical Rough (1)				
Address	455 MAIN ST	2022-050		ADDITION OF BASEMENT AND RENOVATION OF EXISTING SINGLE FAMILY HOME TO INCLUDE BUSINESS USE
Status	Issued	Issued	7/7/2022	
Use	RESIDENTIAL - SFR			
325 Electrical Final (2)				
Address	1317 MEADOW DR	2022-076	SCOTT DODGE 1317 MEADOWS DRIVE FAIRPLAY, CO 80440	REPLACEMENT OF ELECTRIC WATER HEATER.
Status	Finald	Issued	10/6/2022	PLATTE RIVER PLUMBING & HEATING PO BOX 341 FAIRPLAY, CO 80440
Use	RESIDENTIAL - SFR		2/14/2023	



Town of Fairplay
Building Department
Inspection Type Report
2/1/2023 - 5/9/2023

		Owner	Contractor	Project Description
Address	901 MAIN ST	2022-090	Winn-Marion Barber	REPLACE VEHICLE CHARGING STATIONS WITH UPGRADED UNITS
Status	Finaled	Issued 1/6/2023		
Use	COMMERCIAL	3/28/2023		
403 Plumbing Underground Interior (1)				
Address	501 HWY 285	2023-012		TENANT FINISH FOR BREW ROOM, INTERIOR ONLY. DOES NOT INCLUDE THE EXTERIOR WORK.
Status	Issued	Issued 4/26/2023		
Use	COMMERCIAL			
425 Plumbing Final (1)				
Address	1317 MEADOW DR	2022-076	SCOTT DODGE 1317 MEADOWS DRIVE FAIRPLAY, CO 80440	REPLACEMENT OF ELECTRIC WATER HEATER.
Status	Finaled	Issued 10/6/2022	PLATTE RIVER PLUMBING & HEATING PO BOX 341 FAIRPLAY, CO 80440	
Use	RESIDENTIAL - SFR	2/14/2023		
512 Mechanical Rough (1)				
Address	501 HWY 285	2023-012		TENANT FINISH FOR BREW ROOM, INTERIOR ONLY. DOES NOT INCLUDE THE EXTERIOR WORK.
Status	Issued	Issued 4/26/2023		
Use	COMMERCIAL			



Town of Fairplay
Building Department
Inspection Type Report
2/1/2023 - 5/9/2023

		Owner	Contractor	Project Description
525 Mechanical Final (1)				
Address	610 FRONT ST	2023-003	Chimney Doctors	NEW WOOD STOVE AND CHIMNEY
Status	Finalized	Issued	1/18/2023	
Use	RESIDENTIAL - SFR		2/7/2023	
Building Final (2)				
Address	331 HWY 285, A	2023-004	ABC Construction po box 1298 fairplay, co 80440	DEMOLITION OF A WALL. NEW PERMIT FOR BUILD BACK
Status	Issued	Issued	3/2/2023	
Use	COMMERCIAL			
Address	652 CRAWFORD LN	2022-091	KALLIE KIRSTEN	INSTALL NEW SOLAR PANELS ON SINGLE FAMILY HOME
Status	Finalized	Issued	2/15/2023	
Use	RESIDENTIAL - SFR		4/27/2023	



Town of Fairplay
Building Department
Permit Report

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12/1/2022 - 5/16/2023

Owner	Contractor	Project Description	Amount	Valuation
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Project Type: ADDITION

Address 271 BEVER CREEK LN	James March	NEW THREE CAR TWO STORY	\$1,945.35	\$75,000
Permit # 2023-011	POB 1720	GARAGE AND WORKSHOP		
Status ISSUED	FAIRPLAY, CO 80440			
Use RESIDENTIAL - SFR				
Issued 5/2/2023				
Finaled				
New Sq Ft				

Project Type: ADDITION & REMODEL

Address 550 CASTELLO AVE	TOM ROWE	TOM ROWE	BEDROOM CONVERSION FROM	\$568.37	\$12,000
Permit # 2023-009	PO BOX 8233	PO BOX 8233	GARAGE		
Status ISSUED	BRECKENRIDGE, CO	BRECKENRIDGE, CO			
Use RESIDENTIAL - MFR	80424	80424			
Issued 5/9/2023					
Finaled					
New Sq Ft					

Project Type: DEMOLITION

Address 331 HWY 285, A	ABC Construction	DEMOLITION OF A WALL. NEW	\$181.50	
Permit # 2023-004	po box 1298	PERMIT FOR BUILD BACK		
Status ISSUED	fairplay, co 80440			
Use COMMERCIAL				
Issued 3/2/2023				
Finaled				
New Sq Ft				



Town of Fairplay
Building Department
Permit Report

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12/1/2022 - 5/16/2023

Owner	Contractor	Project Description	Amount	Valuation
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Project Type: ELECTRICAL

Address 1255 MEADOWS DR		ELECTRICAL SERVICE TO	\$215.06	
Permit # 2023-001		MODULAR BUILDING		
Status ISSUED				
Use RESIDENTIAL - SFR				
Issued 1/5/2023				
Finaled				
New Sq Ft				

Address 901 MAIN ST	Winn-Marion Barber	REPLACE VEHICLE CHARGING	\$142.95	
Permit # 2022-090		STATIONS WITH UPGRADED		
Status FINALED		UNITS		
Use COMMERCIAL				
Issued 1/6/2023				
Finaled 3/28/2023				
New Sq Ft				

Project Type: FENCE

Address 230 1/4 THIRD ST		REPLACEMENT OF EXISTING	\$187.00	
Permit # 2022-074		DAMAGED FENCE		
Status ISSUED				
Use RESIDENTIAL - SFR				
Issued 12/1/2022				
Finaled				
New Sq Ft				



Town of Fairplay
Building Department
Permit Report

12/1/2022 - 5/16/2023

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Owner	Contractor	Project Description	Amount	Valuation
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Address	400 HWY 285	NEW FENCE ON COMMERCIAL	\$85.00	
Permit #	2023-013	PROPERTY		
Status	ISSUED			
Use	COMMERCIAL			
Issued	5/2/2023			
Finaled				
New Sq Ft				

Project Type: MECHANICAL

Address	610 FRONT ST	Chimney Doctors	NEW WOOD STOVE AND	\$220.00	\$9,151
Permit #	2023-003		CHIMNEY		
Status	FINALED				
Use	RESIDENTIAL - SFR				
Issued	1/18/2023				
Finaled	2/7/2023				
New Sq Ft					

Project Type: NEW SINGLE FAMILY RESIDENCE

Address	517 CASTELLO AVE		NEW SINGLE FAMILY HOME	\$2,987.42	\$290,000
Permit #	2023-002				
Status	ISSUED				
Use	RESIDENTIAL - SFR				
Issued	1/11/2023				
Finaled					
New Sq Ft					



Town of Fairplay
Building Department
Permit Report

12/1/2022 - 5/16/2023

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	Owner	Contractor	Project Description	Amount	Valuation
Address 699 BOGUE ST Permit # 2023-006 Status ISSUED Use RESIDENTIAL - SFR Issued 3/29/2023 Finaled New Sq Ft	Dustin Morgan PO BOX 363 ALMA, CO 80420	Dustin Morgan PO BOX 363 ALMA, CO 80420	CONSTRUCTION OF NEW SINGLE FAMILY RESIDENCE. ICF CONSTRUCTION	\$5,378.73	\$378,662
Address 372 PARK VIEW DR Permit # 2023-007 Status ISSUED Use RESIDENTIAL - SFR Issued 5/3/2023 Finaled New Sq Ft	Catherine Seiwart PO 812 FAIRPLAY, CO 80440	Bruce Anderson	RESIDENTIAL HOME	\$9,521.49	\$800,000
Project Type: PLUMBING					
Address 520 FRONT ST Permit # 2023-005 Status FINALED Use COMMERCIAL Issued 3/3/2023 Finaled New Sq Ft 500		Dixie Plumbing	REPLACING 30FT OF SEWER SERVICE LINE FROM CAST IRON TO NEW PVC. WILL USE PEA GRAVEL, AND RIGID INSULATION. WILL HAVE TO CLOSE OFF ALLEY FOR 5 DAYS TO THAW FIRST.	\$71.50	



Town of Fairplay
Building Department
Permit Report
12/1/2022 - 5/16/2023

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	Owner	Contractor	Project Description	Amount	Valuation
Project Type: REMODEL					
Address 501 HWY 285 Permit # 2023-012 Status ISSUED Use COMMERCIAL Issued 4/26/2023 Finaled New Sq Ft			TENANT FINISH FOR BREW ROOM, INTERIOR ONLY. DOES NOT INCLUDE THE EXTERIOR WORK.	\$2,103.48	\$75,000
Address 640 HWY 285 Permit # 2023-014 Status ISSUED Use COMMERCIAL Issued 5/9/2023 Finaled New Sq Ft	Randy McFarland	Randy McFarland	NEW KITCHEN LAYOUT	\$1,128.22	\$35,000
Project Type: REROOF					
Address 422 HATHAWAY ST Permit # 2022-088 Status ISSUED Use RESIDENTIAL - SFR Issued 12/6/2022 Finaled New Sq Ft			REROOF SINGLE FAMILY STRUCTURE	\$220.00	\$6,000



Town of Fairplay
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12/1/2022 - 5/16/2023

	Owner	Contractor	Project Description	Amount	Valuation
Address 610 FRONT ST	AMANDA SALASIN	CARPENTER	REPLACE 18.5 SQR WITH PRO	\$220.00	\$15,000
Permit # 2022-077		ROOFING	PANEL METAL ROOFING		
Status FINALED					
Use RESIDENTIAL - SFR					
Issued 1/30/2023					
Finaled 1/31/2023					
New Sq Ft					

Project Type: SIGN

Address 501 HWY 285, 1A	SOUTH PARK BEAUTY		NEW SIGN FOR NEW TENANT	\$88.00	
Permit # 2022-092	5601 Hwy 285		SPACE		
Status FINALED	FAIRPLAY, CO 80440				
Use COMMERCIAL					
Issued 1/2/2023					
Finaled 1/31/2023					
New Sq Ft					

Project Type: SOLAR PANELS

Address 652 CRAWFORD LN	KALLIE KIRSTEN	Jeremy Burks	INSTALL NEW SOLAR PANELS	\$550.00	\$15,000
Permit # 2022-091		9959 E Geddes Ave	ON SINGLE FAMILY HOME		
Status FINALED		CO			
Use RESIDENTIAL - SFR					
Issued 2/15/2023					
Finaled 4/27/2023					
New Sq Ft					

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
MAY 15, 2023**

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, May 1, 2023, 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 Meetings 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 Dodge, and Trustees Ray Douglas and Pete Lynn.

Staff in attendance were Town Administrator / Town Clerk Janell Sciacca, Town Treasurer Kim Wittbrodt, Public Works Director Donovan Graham, Special Projects Coordinator Alex Wagner, Special Events Coordinator Julie Bullock, Chief of Police Bo Schlunsen, Building Official Kyle Parag, and Town Attorney Nina Williams (online).

APPROVAL OF AGENDA

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

CONSENT AGENDA

- A. APPROVAL OF MINUTES OF PRIOR MEETING** – April 3, 2023 Regular Meeting.
- B. APPROVAL OF EXPENDITURES** – Paid bills for all Town funds from April 27, 2023 through May 9, 2023 in the amount of **\$67,721.55**.

Motion #2 by Trustee Lynn, seconded by Trustee Douglas, that the consent agenda be approved with the expenditures as stated. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Lynn – aye. Motion carried unanimously.

Trustee Voorhis arrived at 6:13 PM.

CITIZEN COMMENTS

Mayor Just recognized Justin Kurth who was appearing online. Kurth introduced himself announcing he was a Field Representative for Congresswoman Brittany Pettersen, and he then provided an update on the Congresswoman's activities including a financial transparency bill and a stop the import of fentanyl bill, assisting Park County to elevate a request for funding for county roadways impacted by State parks to the House Appropriations Committee, and opening an office in Canon City. Kurth also advised of upcoming opportunities to meet with him and other representatives. Mayor Just thanked Kurth for joining in and providing updates.

PROCLAMATIONS, PRESENTATIONS AND UPDATES

- A. Proclamation recognizing May 21-27, 2023 as Public Works Week.**

Mayor Just read the proclamation into the record and signed it proclaiming May 21-27, 2023 Public Works Week. Just advised that the Board and community appreciated all that the Public Works Staff do for the safety of the general public.

PUBLIC HEARINGS

A. SECOND READING: Ordinance No. 1, Series of 2023 entitled, “AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AMENDING THE FAIRPLAY MUNICIPAL CODE BY CREATING A NEW ARTICLE 29 OF CHAPTER 16, UNIFIED DEVELOPMENT CODE, ESTABLISHING INCLUSIONARY HOUSING.”

Mayor Just introduced the Ordinance and reviewed the legislative-related hearing format. He then opened the Public Hearing at 6:15 p.m. Town Attorney Williams provided an overview of the Staff Report reminding the Board they conducted a work session on February 13 and also discussed and made changes to the proposed ordinance that their meeting on May 1. Williams reviewed the recent changes to Section D on page 4 which clarified the AMI levels and number of AMI units and Sections F and 16-29-60 on page 6 which both changed to 50%. Mayor Pro Tem Dodge pointed out a type in Section 16-29-30 (F)(3) the requirement for each required affordable housing unit should say “every second market-rate...” and not every sixth. The Mayor opened the floor to public comment and there were no comments in favor or opposition. The Public Hearing was closed at 6:17 PM.

Mayor Just then took the opportunity to remind everyone that the reason the Board was doing this was because of the exaggerated prices and limited availability in the local housing market and to try make the community better. Trustee Douglas questioned the resale price and getting a return on your investment. Williams advised this was covered in the deed restriction language which was much more comprehensive than the ordinance where capital improvements, construction and different types of improvements were addressed in detail.

Motion #3 by Mayor Pro Tem Dodge, seconded by Trustee Douglas, to approve Ordinance No. 1, Series of 2023, with the one stated amendment. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

NEW BUSINESS

A. FIRST READING – Resolution No. 15, Series of 2023, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT WITH SCOTT BULLOCK FOR THE 601 BOGUE STREET FENCE PROJECT.”

Town Treasurer Wittbrodt presented reviewing the Staff Report and purpose of the project. She noted this was the first application the Town had received in 2023. Wittbrodt advised the applicant was planning to spend approximately, \$6,862.68 and the portion of their taxes to be reimbursed was \$1,083.00. She introduced the applicant, noted the Board had \$20,000 in their budget and that Staff was recommending approval as presented. Bullock advised the current fence was in need of repair and a portion of the current fence on Bogue was found to be in the easement so they would also be bringing it in a bit and replacing the entire fence instead of just repairing it.

Motion #4 by Trustee Douglas, seconded by Mayor Pro Tem Dodge, to approve Resolution No. 15, Series of 2023, as presented approving a PIIP for the 601 Bogue Street fence project. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

B. FIRST READING – Resolution No. 16, Series of 2023, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONSTRUCTION CONTRACT WITH PAVEMENT MAINTENANCE SERVICES, INC. FOR THE 2023 STREET MAINTENANCE PROJECT.”

Town Administrator Sciacca presented an overview of the Staff Report noting the resolution allows the Town to enter into a construction agreement and get on the contractor's schedule. Public Works Director Graham reported the project should begin in June or July. Discussion took place about drainage improvements that might be necessary before paving Aspen Drive and then Graham noted that prep work was being done at 5th and Clark where the sinkhole was last year and that would be paved this year. Douglas inquired about the alleyway between second and third and Graham advised that was the cul-de-sac on Hathaway and it was also on the schedule.

Motion #5 by Trustee Lynn, seconded by Trustee Voorhis, to approve Resolution No. 16, Series of 2023, as presented approving a construction contract for the 2023 Street Maintenance Project. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

BOARD OF TRUSTEE AND STAFF REPORTS

Chief Schlunsen reported there were a lot of little extra things coming up which was making things busier. He also addressed complaints about motorcycles on Front Street and also on 6th near the Rec Center stating the PD and Sheriff's Department were aware of the issues and trying to address them. The Chief also advised that a teacher at South Park High School obtained a grant and approached the PD to hand out gift cards to adolescents that were observed doing "good" things. It was being referred to as positive ticketing.

Public Works Director Graham advised that Chris Bannister passed his distribution test and was at a training this week getting his backflow certification so the Town could actually conduct inspections. He also reported that the smelter for crack sealing had been picked up and a water tank was put on the new UTV and would be used to make the flower watering process easier and more efficient. Graham also reported that Staff located another PRV leak was located at the Dollar General and they would try to get the vaults lined so the issue didn't happen again. He also reported that the sludge pond needed a new liner and that instead of spending \$100,000 on sludge removal the Town would use that money to replace the liner which should be less than the \$100,000.

Town Treasurer Wittbrodt referred the Board to some plans she had distributed for a new Cemetery sign. She reminded that the Town had about \$3,700 that was donated in memory of former Mayor Gabby Lane. The total cost of the sign was around \$10,000 so the Town would have to step up with \$6-7,000 or scale it back. The Board generally agreed with the proposed sign but asked that the established date be somewhere on the sign or a marker. Wittbrodt also advised that Special Events Coordinator Bullock suggested a cobble rock area below the sign with wildflowers along with a plaque recognizing Lane. After additional aesthetic and location discussion, the Board agreed with the expense.

Town Administrator Sciacca reported that the Board would see an agreement at the next meeting for Bond Counsel services with Kutak Rock for the Drinking Water Revolving Fund Loan for the Infiltration Gallery project, the community information meeting with CDOT and American Civil Constructors representatives had been scheduled for Tuesday, May 23 at 4:30 in the Park County Board Room, the Intergovernmental Meeting would take place that same night at 6PM, and demolition of the CDOT property at 850 Hathaway would be starting soon. Sciacca then advised the Board that the Park County Fair Board had asked about putting up banners or signs for the Fair on Town property and she asked for their approval. The Board agreed this was acceptable since they are a non-profit and benefit the community as a whole. Sciacca also advised that she requested the Town be recognized this year as an in-kind sponsor for the water donated and the Fair Board agreed. Sciacca also advised that the NWFPD Board

approved contracting with Charles Abbott for inspection and plan review services and some logistics had to be figured out, but the Town was getting closer to being a one-stop shop.

Building Official Parag reported that construction season was in full swing, and things were picking up with several new homes going in. He advised the Sinclair station was putting in a Fried Chicken business and there was some other commercial activity occurring as well.

Mayor Pro Tem Dodge reminded everyone of the Town Clean Up and stated he was helping to clean up his neighborhood and a couple other properties. Mayor Just volunteered his dump trailer for use.

Trustee Lynn reported that he and Sciacca attended a meeting at the school to discuss a community garden on the Town's property at Cohen Park. He felt there was good energy, and he shared some information with them but it was obviously a big undertaking. Lynn then reported that he was going to work on the outhouses at Cohen Park and the Beach tomorrow to try and get them back up and running. The Board and Staff thanked Lynn for his expert assistance.

Special Events Coordinator Bullock reported Staff were gearing up for summer events, all the bands were booked and food vendors were being confirmed. She reported that the final concert in August would actually be on Saturday, August 26 instead of Friday night and that details were coming together for Burro Days with less than 20 booths left.

Special Projects Coordinator Wagner reported that Staff had been preparing over the last few months for the GIS GPS infrastructure inventory project and SGM came down last week to do take pictures and obtain measurements. Wagner was excited about the project noting that all the information would be extremely and make locating issues and infrastructure easier for Public Works. He also reported that a crew would be in Town on Wednesday to replace all the ballasts for Town facilities which was part of a energy efficiency program through Xcel Energy. Wagner commended all the Public Works staff for working so well together on the project. Sciacca added that she and Wagner were also meeting with a company at 501 Main to discuss the repairs, exterior improvements and interior renovations and they would update the Board as necessary.

Mayor Just reported that a 37th business anniversary party was held for Pat Pocius on Saturday, May 13 and it was well attended. Pocius was taken back, but the Mayor and many others felt she deserved recognition for all she has done for the Town. She was presented with a plaque.

ADJOURNMENT

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at approximately 7:17 p.m.



ATTEST:

Janell Sciacca, Town Clerk

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

Frank Just, Mayor