



TEMPORARY USE PERMIT APPLICATION Planning & Zoning

1. Project Name: 950 Junktion

2. Applicant: Daniel Vinton Address: 87 Pine Rd.
 City: Florissant State: CO Zip Code: 80816
 Telephone #: (719) 440-2504 Facsimile # _____
 Email Address: djv777@hotmail.com

Please read the entire application form prior to completion of this application

Property owners and other potential applicants are encouraged to meet informally or communicate with Planning and Zoning Department staff to gain familiarity with the application process prior to formal submittal of an application and to continue the communications throughout the application process. For more details on application meetings, see Section 8.3 of the Fremont County Zoning Resolution (FCZR).

A special event which is to be conducted in whole or part within Fremont County (*non-incorporated areas*) such as spectator events, athletic events, carnivals, circuses, concerts, fairs, flea markets, public recreational events, tent meetings, or other similar uses with similar impacts which are for public participation, requires a Temporary Use Permit (TUP).

An application fee as adopted by resolution of the Fremont County Board of County Commissioners (Board) shall accompany this application.

The applicant shall provide **one (1) original document and an electronic copy (either CD or flash/thumb drive)** and all of its attachments. After submittal, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter). The letter will state the submittal deficiencies, Department comments and or questions about the application, which must be addressed by the applicant.

The Fremont County Department of Planning and Zoning (Department) shall be entitled to refuse any application for a temporary use permit which is not made on the form provided by the Department, which is incomplete, or is made later than thirty (30) working days prior to the regularly scheduled Board meeting at which the application is proposed to be heard. The application shall not be considered complete unless all information required in the application is provided at the time it is filed.

Once the Department has determined that the application is complete, the application will be scheduled on an agenda of the Board for their consideration of approval. Prior to issuance of a temporary use permit, the event shall be approved by the Board at a regularly scheduled meeting and all contingencies or requirements shall be met or provided. The Board does have the right to request review and recommendations from the Fremont County Planning Commission (Commission) and/or other pertinent entities, if the Board determines that it is necessary for its review. The Board may require professional review at the applicant's expense if deemed necessary by the Board. The Board may require the applicant to provide various professional studies and/or statements concerning the event in order to fully understand the impact of the proposed event. This could result in a longer review process and require more time to complete.

Under certain circumstances, the Department may have approval authority over an annual event which has been granted TUP approval by the Board consecutively for the three (3) previous years. See Section 8.16.2 of the Fremont County Zoning Resolution for requirements.

Attachments can be made to this application to provide expanded narrative for any application item including supportive documentation or evidence for provided application item answers. Please indicate at the application item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (i.e. the attached document providing evidence in support of the answer given at application item number 12 would be marked - Exhibit 12.1).

For specific regulatory requirements the applicant should refer to the appropriate sections of the Fremont County Zoning Resolution (FCZR) which can be viewed on the Internet at:

<http://www.fremontco.com/planningandzoning/zoningresolution.pdf>

2. Please provide a general description of the event: flea/vintage market
with indoor & outdoor vendors and a
couple of food trucks. 19-10'x10' vendor spots
3. What is the general location and/or street address of the event? 43880 W US 50
Canon City, CO 81212
4. What are the dates that the proposed event is scheduled to occur? ~~June 29-30, TLV~~
July 20-21, Aug. 24-25, Sept. 28-29
5. What are the hours of the day that the proposed event is scheduled to occur? 10Am-4pm
each day
6. Will there be any signs used to advertise the event? yes If yes, please provide a statement as to the size (type), location, and how many: 1 - 4ft x 10ft Banner on gate,
4 - 5ft feather flags on fence posts
7. Please provide a statement as to how litter will be disposed and include documentation consisting of agreements and/or contracts with companies providing necessary facilities. trash cans
will be placed around the site, dump trailer on site
to dump cans into and hauled off after each weekend.
8. Address crowd control before, during and after the event. People will be coming
and going throughout the day. There will
be individuals directing cars and
individuals where to go.
9. What are the anticipated off-site impacts that will be created by the proposed event?
none anticipated
10. Please provide a statement as to a drinking water plan which includes documentation consisting of agreements and signed contracts with companies providing necessary facilities. **NOTE: This will require review and approval by the Fremont County Environmental Health Officer.**
Bottled water will be provided.

11. Please provide a statement as to a sanitation plan which includes documentation of agreements and signed contracts with companies providing necessary facilities. **NOTE: This will require review and approval by the Fremont County Environmental Health Officer.** 1- Regular porta potty, 1- ADA porta potty, 1- hand wash station provided & serviced by Twin Enviro (See attached quote)
12. Please provide a statement as to a concession plan, if any, which includes a list of vendor names and required permits. If vendors are used, please provide documentation of sales tax license. **NOTE: This will require review and approval by the Fremont County Environmental Health Officer.** 2-3 food trucks
13. Please provide an emergency service operation plan addressing what emergency services are proposed for the event. The emergency services shall include any agreements, signed contracts, with appropriate agencies or companies and a specific contact person with contact information. Exit signs above all main doors & garage doors, first aid kit and 2-10bc fire extinguishers by each garage door. Canon City area fire protection district has been notified.
14. Will there be any street closures proposed in connection with the special event (or other provisions deemed appropriate with respect to the provision for safe and adequate vehicular and pedestrian traffic flow and parking associated with the conduct of the special event)? **Note: If Street closures are proposed, signed approval by the Director of the Fremont County Department of Transportation or Colorado Department of Transportation is required.** No street closures
15. Please provide a statement as to how the proposed event parking will be addressed. Such statement will include how many off-street parking spaces will be provided along with the size of spaces and parking area location. **Note: If on-street parking is proposed, signed approval by the Director of the Fremont County Department of Transportation or Colorado Department of Transportation as may be appropriate is required.** Parking on premises (see attached diagram)
16. Please provide a statement as to how vehicular and pedestrian traffic for the proposed event will be handled. Individuals will be on site to direct vehicular & pedestrian traffic. A "NO Left Turn" sign posted coming out of property on to Hwy.
17. **The following items shall be attached to this application and marked appropriately as exhibits:**
- A drawing of the property on which the event will be held locating items such as natural features (waterways, cliffs, etcetera), existing improvements (structures, driveways, septic systems, etcetera) and components of the special event (stages, parking areas, vendor areas, etcetera).
 - Documentation as to acceptance of a fire protection plan, signed by the appropriate agency representative along with a copy of said plan.

- c. Documentation that the Sherriff's Office has been notified of the event and any proposed street closures. There are two (2) options for notification. See FCZR Section 8.16.1.19.1 for details.
- d. Documentation that the Colorado State Patrol has been notified of the event and any proposed street closures. There are two (2) options for notification. See FCZR Section 8.16.1.20.1 for details.
- e. Documentation that the Director of the Fremont County Department of Transportation has been notified of the event and any proposed street closures. There are two (2) options for notification. See FCZR Section 8.16.1.21.1 for details.
- f. If the subject property gains direct access from a roadway under the jurisdiction of Colorado Department of Transportation (CDOT) or if deemed necessary by the Department, documentation that CDOT has been notified of the event and any proposed street closures. There are two (2) options for notification. See FCZR Section 8.16.1.22.1 for details.
- g. Documentation from the Environmental Health Officer as to acceptance and approval of application items number 10, 11 and 12, signed by the appropriate agency representative.
- h. Proof of general liability insurance for the event in amounts deemed appropriate by the Board of County Commissioners.
- i. Cash, surety or other bond deemed necessary and appropriate by the Board of County Commissioners to ensure that the property affected by the special event will be cleaned to the reasonable satisfaction of the County and that damage associated with the conduct of the special event may be repaired or remedied without cost to the County. *If a waiver of this item is requested it shall be in writing, with justification, at the time of application.*

18. Additional Requirements:

- a. The Department of Planning and Zoning shall have the right to require publication, notice to property owners and posting in accordance with Section 8.4.2.1 if it is deemed necessary.
- b. The Board of County Commissioners has the right to:
 - 1) Refer any application for Temporary Use Permit to the Planning Commission requesting its review and recommendations at a regular meeting.
 - 2) Refer any application for Temporary Use Permit to any entity the Board deems could have significant input regarding the potential impacts of the proposed Temporary Use Permit.
 - 3) Right to obtain professional review, at the applicant's expense, for any aspect of the proposed event as deemed necessary by the Board.
 - 4) Require the applicant to submit the following information if in their opinion it is necessary, to fully understand the impacts of the proposed Temporary Use Permit:
 - a) An environmental impact study/statement;
 - b) A roadway impact analysis study;
 - c) A drainage study;
 - d) A socioeconomic impact study/statement;
 - e) Studies, comments, referrals to agencies or professionals whose area or jurisdiction of expertise is applicable and germane to the use being proposed.

By signing this Application, the Applicant, or the representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of Applicant's knowledge and belief.

Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Board regarding the Application to be null and void.

Signing this Application is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this Application, provided that the same is in conformance with the Fremont County Zoning Resolution.

Daniel Vinton
Applicant Printed Name


Signature

5/28/24
Date

May 28, 2024

FROM: Daniel Vinton

43880 W US 50

Canon City, CO 81212

TO: Dan Victoria, Fremont Planning & Zoning Dept

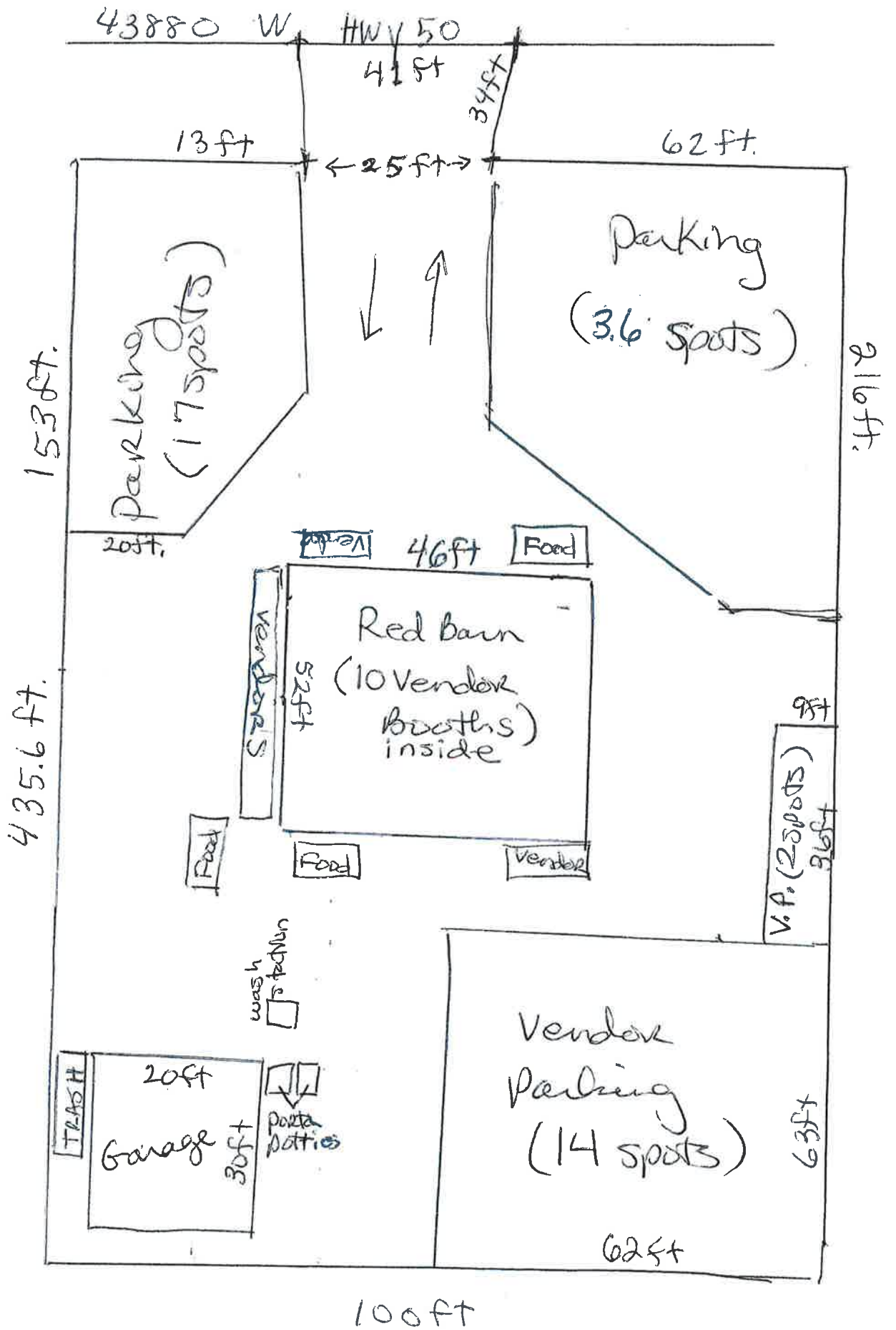
RE: Waiver of Surety Bond

Requesting a waiver of the Surety Bond for events held at 43880 W US 50, Canon City, CO 81212 during July 20-21, August 24-25 and September 28-29, 2024.

Sincerely,

Daniel J Vinton

(719)440-2504



Dan Victoria

From: Tracy Vinton <drtracy09@hotmail.com>
Sent: Wednesday, May 29, 2024 8:43 PM
To: Greg Owen
Cc: Dan Victoria
Subject: Re: Notification of event

CAUTION: This sender is located outside of your organization.

Hello Lt Owen,

I just wanted to update you on the 950 Junktion events at 43880 W US 50, Canon City, I will only be doing 3: July 20-21, August 24-25, and September 28-29 from 10am-4pm each day.

Thanks,
Tracy Vinton ,

From: Tracy Vinton <drtracy09@hotmail.com>
Sent: Tuesday, April 30, 2024 8:46 PM
To: greg.owen@fremontso.com <greg.owen@fremontso.com>
Subject: Notification of event

Hello Deputy Owen,

Thank you for calling me back today. Attached is the information requested: dates, time, location, and description. I am estimating 150 people per day.

Let me know if you have any questions,
Tracy Vinton
(719)310-2335

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.



RECEIPT

DATE: 5/29/24

AMOUNT: \$2400 Check #2876

CASH

CHECK

PREPAY

ON ACCOUNT

PROJECT NAME & # Vinton Traffic Impact Study

SERVICES RENDERED:

50% Deposit to begin the Traffic Impact Study project for Tracy.

RECEIVED BY : Randy Milam

Thank you for your payment!

May 22, 2024

Tracy Vinton
950 Junktion Events

Subject: Proposal and Fee for Traffic Engineering for 43880 W. US-50, Fremont County

ABOUT 3 ROCKS ENGINEERING & SURVEYING

3 Rocks Engineering and Surveying is a civil, structural, transportation engineering and Land Surveying firm with offices in Cañon City, Colorado Springs, and Buena Vista, CO. Our mission is to provide local engineering and land surveying expertise to our neighbors by creating custom solutions for the communities we serve.

3 Rocks Engineering and Surveying has assembled an excellent team of engineers, surveyors, and technical staff specializing in residential and commercial site development, transportation design, utility design, hydraulics and hydrology, structural inspections and structural design, and a variety of land surveying services. Our team's diverse project experience gives us an edge when it comes to developing creative, collaborative, and integrated approaches to engineering and land surveying projects.

BACKGROUND INFORMATION

The scope of work outlined in this Proposal is in support of the permitting process by Junktion Events to host four (4) weekend vintage/flea market events over the summer months at the property located along US50. The property is located on US-50 between milepost 269 and 270 west of Canon City approximately a half mile east of the SH9 junction. The property has an existing access off US50 and was previously permitted for log home sales. The proposed development will apply for a Temporary Use Permit from Fremont County to hold 4 events per summer at the site. CDOT Region 2 has requested a Traffic Impact Study (TIS) be submitted along with an Access Permit Application. The scope of work outlined in this Proposal is for a TIS for the Access Permit Application based on requirements received from region 2. The requirements for the TIS provided by region 2 are as follows:

1. Brief letter of intent describing the intended use of the property, describing vehicular access numbers, number of employees, vehicle and equipment fleet, days/hours of operation etc., width and location of the requested access and why it is needed.
2. A copy of the recorded Warranty Deed showing the legal description.
3. Site plan indicating property boundaries in relation to the state highway, adjacent roadways and easements, the location of existing/proposed accesses and building structures with a north arrow. The site plan may be hand-drawn.
4. Provide A Minor Traffic Impact Study (Technical Memorandum), prepared by a Colorado registered professional engineer to assess impacts to the State Highway. The following traffic analysis elements for the intersection are required:
 - a. Daily Total and Peak AM and PM background traffic volumes for existing, buildout, and 20yr projection
 - b. Analyze the above traffic volumes at the state highway connection.
 - c. Combine the background peak hour volume at the State Highway access with the site peak event volume.
 - d. Projected event trip generation using proposed event operation, ITE trip generation, and other existing venue operations.
 - e. Provide approval documentation from local jurisdiction.
 - f. Use event attendance for maximum venue capacity to determine trip generation for the event venue. CDOT allows 2.5 attendees per vehicle and 1 vehicle per staff or vendor.

- g. Provide ITE Trip Generation for any other use associated with site access.
- h. For sites having a significant number of recreational or tractor trailer vehicles, provide the conversion of Passenger Car Equivalents (Sec 2.3 (4)(e)).
- i. Trip Distribution by vehicle movements at each analyzed location
- j. Evaluation of sight distances, horizontal and vertical at the state highway intersection
- k. Engineer's recommended improvements, if any

3RE includes scope and fee for items 1 and 4 listed above. The Client can choose to self-perform Item 1. Items 2 and 3 will be provided by the Client for inclusion in the permit Application. If the Client so chooses, 3RE can complete the Permit Application form (CDOT #137) on the Client's behalf. The Client would be listed as the "Permittee" on the form and 3RE would be the "Applicant". If acting as the Applicant, 3RE would submit the application to CDOT and coordinate revisions and approvals with CDOT directly.

SCOPE OF PROJECT

Tasks:

- Letter of Intent Write-up- 1 hours- \$206
- CDOT Form 137 completion (optional) - 1 hours- \$206
- Obtain traffic volumes for US50 from CDOT OTIS website for existing background traffic. (1 hour- \$206)
- Trip generation for event facility based on maximum venue capacity, number of employees, number of deliveries etc. 2 hours- \$412
- Traffic Impact Study write-up- 10 hours- \$2,060
- Site visit, CDOT submittal and Coordination, Documentation, Review Comments/Revisions- This task includes client coordination, CDOT coordination, emails, phone calls, billing documents, and all other project management tasks to successfully complete the project. CDOT coordination was initiated by the Client and will require follow-up and coordination of the Traffic study submittal. (8 hours- \$1,648)

Total Not to Exceed Cost (Rounded) = \$4,800

DELIVERABLES

Deliverables are as follows:

- Traffic Impact Study Report
- CDOT Access Permit (Optional)

All construction documents and reports will be sealed and signed by a Professional Engineer licensed in the state of Colorado.

EXCLUSIONS AND ASSUMPTIONS

Please note that this proposal does not include the following:

- Traffic counts
- Level of Service Calculations at intersections
- Civil site design or improvement design to existing streets or intersections
- Traffic signal warrant study
- CDOT permit fee, payable after permit is approved and offer letter is received
- City or County requirements
- Changes to the access locations from the site plan exhibit provided by the Client
- Anything not explicitly stated in this proposal

PROJECT RECORD INFORMATION

Please read over the project information provided below and ensure that it is correct to the fullest of your knowledge before signing this document.

Client Information

Client Name: 950 Junktion Events
Contact Person: Tracy Vinton
Phone: (719) 310-2335
Email: drtracy09@hotmail.com

Mailing Address: _____

Property Information

Address: 43880 W. US-50
Fremont County, Colorado

Latitude: 38.497132
Longitude: -105.343406

FEES

Total Lump Sum Design Fee: \$4,800


3 Rocks Engineering requires a 50% deposit on this time & materials proposal. The remaining fee is due before delivery of deliverables. Services covered by this Agreement will be performed in accordance with the Terms and Conditions stated on the next three (3) pages along with any attachments or schedules. This Agreement supersedes all prior agreements understandings and may only be changed by written amendment executed by both parties. This proposal and design fee is valid for 30 days from the date on page 1 of this agreement.

If you have any questions on this proposal or require any additional information, feel free to contact us.

Thank you,



Should you concur with this proposal, please sign and date the signature line below and return a copy to us. By signing this proposal, you agree to be bound by the attached Terms and Conditions. 3 Rocks Engineering is excited to work on this project and we thank you for the opportunity to provide this proposal.



Client / Authorized Representative Signature

5/29/24

Date

TERMS AND CONDITIONS

1. 3 Rocks Engineering's Responsibilities

3 ROCKS ENGINEERING shall review regulations, laws, and codes related to the services being provided as defined above in "Scope of Project"; however, 3 ROCKS ENGINEERING's review of legal authorities should not be substituted for the legal review / advice of an attorney. 3 ROCKS ENGINEERING shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. Project manager's certification of the amounts due shall constitute a representation that to the best of the project manager's knowledge, information, & belief, the quality of the work is in accordance with the contract documents. 3 ROCKS ENGINEERING may review shop drawings "for the limited purpose of checking for conformance with information given & the design concept expressed in the Contract Documents." This review will not relieve the contractor, CLIENT, or manufacturer, from the responsibility for errors or deviations from the Contract requirements. "Contract Documents" include, but may not be limited to: Advertising for Bid, Instructions to Bidders, Bid, Agreement, General Conditions, Supplementary General Conditions, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.

2. Basic Agreement

3 ROCKS ENGINEERING shall provide, or cause to be provided, the services set forth in this Agreement, and CLIENT shall pay 3 ROCKS ENGINEERING for such Services as set forth in Paragraph 4. Execution of this Agreement by CLIENT will be authorization for 3 ROCKS ENGINEERING to proceed with the Project, unless otherwise provided for in this Agreement.

3. Payment Procedures

3 ROCKS ENGINEERING will require a 50% deposit of the agreed upon time & materials amount as specified above. This payment must be received before any work on the project is started. All work on this project will be charged per the current fee schedule and will not exceed the agreed upon time & materials amount. Once the project is complete, 3 ROCKS ENGINEERING will require the remaining time & materials cost to be paid before delivery of deliverables. Payments must be made with cash or check. In addition, 3 ROCKS ENGINEERING may, without liability, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until 3 ROCKS ENGINEERING has been paid in full all amounts due for services, expenses, and other related charges. 3 ROCKS ENGINEERING shall not be responsible for any damages suffered by CLIENT due to such suspension of services. In the event any sum is not timely paid, 3 ROCKS ENGINEERING shall be entitled to the recovery of all costs of collection, including reasonable attorney's fees and expenses. In addition to any right and remedy conferred hereunder or by law, 3 ROCKS ENGINEERING shall specifically have the right to assert a lien on the property described above. 3 ROCKS ENGINEERING will prepare a monthly invoice and submit the invoice to CLIENT. Should the fee for services be less than \$1,000.00 the invoice may be included in the next month's invoice. Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due 3 ROCKS ENGINEERING for services and expenses within 30 days after receipt of 3 ROCKS ENGINEERING's invoice, the amounts due 3 ROCKS

ENGINEERING will be increased at the rate of 1.5% per month (18.0% APR) (or the maximum rate of interest permitted by law, if less) from said thirtieth (30th) day. CLIENT agrees that all Statements not objected to in writing within fifteen days of receipt are assumed to be final and binding upon the parties as to the amount due, the adequacy of 3 ROCKS ENGINEERING's performance and the value of the services provided to CLIENT.

4. Payment

Using the procedures set forth in paragraph 3, CLIENT shall pay 3 ROCKS ENGINEERING for the cumulative hours charged to the Project by each class of 3 ROCKS ENGINEERING's employees, following the standard hourly billing class rate on the Rate Sheet which is updated annually. In addition to all services performed on the Project the CLIENT shall pay 3 ROCKS ENGINEERING for all reimbursable expenses and 3 ROCKS ENGINEERING's consultants charges, if any. Fee adjustments shall be made accordingly for delays and interruptions not the fault of 3 ROCKS ENGINEERING.

5. Additional Services

If authorized by CLIENT, or if required because of changes in the Project, 3 ROCKS ENGINEERING shall furnish services in addition to those set forth above. Owner shall pay 3 ROCKS ENGINEERING for such additional services of 3 ROCKS ENGINEERING's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of 3 Rocks Engineering's employees times standard hourly rates for each applicable billing class per the current Rate Sheet plus reimbursable expenses and 3 ROCKS ENGINEERING's consultants' charges, if any.

6. Betterment

If due to 3 ROCKS ENGINEERING'S negligence, a required component or item of the Project is omitted from documents, 3 ROCKS ENGINEERING shall not be required to pay the cost of adding such an item or component. Additionally, in no event will 3 ROCKS ENGINEERING be responsible for costs or expenses that provide betterment or upgrades or enhance the value of the Project.

7. Termination

This Agreement may be terminated for convenience (i.e., with or without cause) on thirty (30) days' written notice. This Agreement may also be terminated for cause if either party fails to perform a substantial obligation herein (and such failure to perform is no fault of the other party) and does not commence diligent correction of such non-performance within five (5) days of written notice. On termination, 3 ROCKS ENGINEERING will be paid for all authorized work performed up to the termination date plus any related closeout costs such as organization of files, etc. If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

8. Insurance

3 ROCKS ENGINEERING shall secure and maintain throughout the full period of this Agreement, sufficient insurance to protect itself adequately from claims made by

its employees under applicable Workers' Compensation Act and from claims of bodily injury, death or property damage as may arise from the performance of services under the Agreement. CLIENT must obtain its own insurance. 3 ROCKS ENGINEERING will provide certificates of insurance, upon request.

9. Opinions of Cost

When included in 3 ROCKS ENGINEERING's scope of services, opinions or estimates or probable construction costs are prepared based on 3 ROCKS ENGINEERING's experience and qualifications and represent 3 ROCKS ENGINEERING's judgment as a professional generally familiar with the industry. However, since 3 ROCKS ENGINEERING has no control over the cost of labor, materials, equipment, or services furnished by others, over CONTRACTOR's methods of determining prices, or over competitive bidding or other market conditions, 3 ROCKS ENGINEERING cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from 3 ROCKS ENGINEERING's opinions or estimates of probable construction costs.

10. Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

11. Successors, Assigns, and Beneficiaries

CLIENT and 3 ROCKS ENGINEERING each is hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and 3 ROCKS ENGINEERING, are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither CLIENT nor 3 ROCKS ENGINEERING may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.

12. Severability and Waiver of Provisions

Any part or provision of this Agreement held to be void or unenforceable by law or regulation shall be deemed stricken, and all remaining provisions shall continue to remain valid and binding upon CLIENT and 3 ROCKS ENGINEERING. If such thing occurs, the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision as possible. Non-enforcement of any provision by CLIENT or 3 ROCKS ENGINEERING shall not constitute a waiver of that provision, nor affect the enforceability of that provision or the remainder of this Agreement.

13. General Considerations

The standard of care for all professional engineering and related services performed or furnished by 3 ROCKS ENGINEERING under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and

in similar locations. 3 ROCKS ENGINEERING makes no warranties, express or implied, under this Agreement or otherwise, in connection with 3 ROCKS ENGINEERING's services. 3 ROCKS ENGINEERING and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers. 3 ROCKS ENGINEERING shall not at any time supervise, direct, or have control over any contractor's work, nor shall 3 ROCKS ENGINEERING have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. 3 ROCKS ENGINEERING neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor. 3 ROCKS ENGINEERING shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except 3 ROCKS ENGINEERING's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by CLIENT without consultation and advice of 3 ROCKS ENGINEERING. All design documents and reports prepared or furnished by 3 ROCKS ENGINEERING are instruments of service, and 3 ROCKS ENGINEERING retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. To the fullest extent permitted by law, CLIENT and 3 ROCKS ENGINEERING waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and agree that 3 ROCKS ENGINEERING's total liability to CLIENT under this Agreement shall be limited to \$50,000 or the total amount of compensation received by 3 ROCKS ENGINEERING, whichever is greater. The parties acknowledge that 3 ROCKS ENGINEERING's scope or services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If 3 ROCKS ENGINEERING or any other party encounters a Hazardous Environmental Condition, 3 ROCKS ENGINEERING may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition and warrants that the Site is in full compliance with applicable Laws and Regulations. To the extent that 3 ROCKS ENGINEERING is brought into any lawsuit regarding the Project by CLIENT or a third party (including any property owner, contractor, governmental entity, or subcontractor), CLIENT agrees to indemnify and hold harmless 3 ROCKS ENGINEERING for such suit and liability, including for any attorneys' fees and costs of litigation suffered by 3 ROCKS ENGINEERING or its insurers, except where liability (not including liability waiver herein by CLIENT) of 3 ROCKS ENGINEERING is proven in a court of law

3 Rocks Engineering and Surveying Professional Service Rates

Labor Category	Rate/ Hour
(P) Principal Engineer	\$182.00
(SPM) Senior Project Manager	\$206.00
(PM) Project Manager	\$183.00
(E4) Senior Engineer	\$172.00
(E3) Project Engineer	\$156.00
(E2) Design Engineer	\$140.00
(E1) EIT	\$126.00
(PLS) Professional Land Surveyor	\$180.00
(SC2) 2-Person Survey Crew	\$200.00
(SC1) 1-Person Survey Crew	\$150.00
(ST3) Survey Crew/Party Chief	\$120.00
(ST2) Survey Technician 2	\$105.00
(ST1) Survey Technician 1	\$77.00
(DT2) Advanced Design Technician	\$130.00
(DT1) Design Technician	\$115.00
(D4) Drafting Manager	\$113.00
(D3) Advanced Drafter	\$109.00
(D2) Intermediate Drafter	\$94.00
(D1) Drafter	\$81.00
(DO) Drafting Technician	\$57.00
(I) Intern	\$68.00
(A) Administrative Assistant	\$73.00

Effective 01/01/2024

Note 1: Classifications and job titles may change without notice. Rates will be updated on January 1st of each new year and active projects will be billed at rates in accordance with the most recent rate sheet. Full-time, part time, network and/or contracted staff personnel will be invoiced at these rates for professional services. Charges for personnel are portal-to-portal. Personnel travel time will be invoiced at the standard hourly rate specified in this Schedule. Personal vehicle mileage will be invoiced at the maximum allowable rate published by the IRS.

Note 2: All third-party project expenses are invoiced at cost plus 10%. Travel expenses (other than mileage) are invoiced at cost plus 10%. Air travel in the continental US is Coach Class invoiced at cost plus 10%. International air travel is Business Class invoiced at cost plus 10%. All costs and reimbursable expenses in excess of \$50.00 will be substantiated by receipts and/or company records.

Note 3: Other professional service positions and rates may be added with prior written notice.

Note 4: All amounts due 3 Rocks Engineering LLC shall be payable upon presentation of an invoice which shall be rendered monthly unless other arrangements have been made.

Note 5: 3 Rocks Engineering reserves the right to suspend work or terminate this Agreement and charge 1.5% interest per month on invoiced amounts when invoices are thirty (30) days past due. All attorney fees, court costs, accrued interest and other interest and other collection costs incurred during collection procedures for delinquent accounts shall be paid to 3 Rocks Engineering LLC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BAI AZ 1910 S Stapley Dr Suite 221 Mesa AZ 85204		CONTACT NAME: Devin T Blea PHONE (A/C, No, Ext): 720-3559590 E-MAIL ADDRESS: dblea1@farmersagent.com FAX (A/C, No):	
INSURED Barn & Barrel LLC 105 W Main St Florence CO 81226		INSURER(S) AFFORDING COVERAGE INSURER A : USLI INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 25895	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	CP 2675871	11/10/2023	11/10/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS
							OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
A	Liquor Liability	Y		CP 2675871	11/10/2023	11/10/2024	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are named as additional insured:
 Daniel Vinton is named as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Daniel Vinton 43880 W US 50 Canon City CO 81212	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Devin T Blea
---	--



Order No.: 330-F09213-23

Doc Fee: \$19.75

SPECIAL WARRANTY DEED

THIS DEED, Made this 19th day of July, 2023, between

Stan Yoder

grantor(s), and

Daniel Jake Vinton and Tracy Lynn Vinton, in joint tenancy

whose legal address is

87 Pine Rd. Florissant CO 80816

grantee(s);

WITNESS, That the grantor(s), for and in consideration of the sum of **One Hundred Ninety-Seven Thousand Five Hundred And No/100 Dollars (\$197,500.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO, described as follows:

Starting at the intersection of the South line of the right of way of U.S. Highway 50 and the West line of the NW 1/4 of Section 9, Township 18 South, Range 71 West of the 6th P.M., thence Easterly along the South line of the right of way of U.S. Highway 50 1035.10 feet to the point of beginning;
 thence South 436 feet to a point;
 thence West 100 feet to a point;
 thence North to the South line of the right of way of U.S. Highway 50;
 thence East along the South line of said right of way to the point of beginning,
 (All being in Section 9, Township 18 South, Range 71 West of the 6th P.M.)
 County of Fremont, State of Colorado.

also known by street and number as **43880 US Highway 50, Canon City, CO 81212**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), their heirs, and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

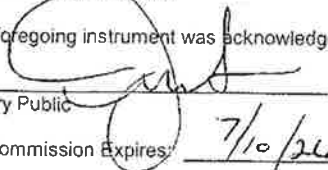
GRANTOR:

Stan Yoder

SPECIAL WARRANTY DEED
(continued)

STATE OF COLORADO
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 19th day of July, 2023, by Stan Yoder.



Notary Public

My Commission Expires: 7/10/26

(SEAL)



Re: special event notification**Hunt - CDPS, Chad** <chad.hunt@state.co.us>

Tue 5/7/2024 2:03 PM

To: VINTON, TRACY L <TRACY.VINTON@d11.org>

Cc: Lana Evans - CDPS <lana.evans@state.co.us>

You don't often get email from chad.hunt@state.co.us. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Tracy,

The CSP has received your information about these events and has no concerns. I hope your events are successful and safe.

Respectfully,

On Tue, May 7, 2024 at 8:49 AM Evans - CDPS, Lana <lana.evans@state.co.us> wrote:

Captain,

Tracy Vinton has filed a request with Fremont County for a Special Use Permit.

Per the requirements, she must notify CSP of the event. They are not requesting UTC for this event.

Please see her attached letter.

----- Forwarded message -----

From: **VINTON, TRACY L** <TRACY.VINTON@d11.org>

Date: Tue, May 7, 2024 at 8:37 AM

Subject: special event notification

To: lana.evans@state.co.us <lana.evans@state.co.us>

Hello Lana,

Per our conversation yesterday, attached is the letter notifying CSP of our special event to satisfy the requirements of the TUP and NOT requesting uniform traffic control.

Thank you,
Tracy and Dan Vinton

--
Lana Evans

Program Assistant 1

CSP - Troop 2A

600 W. 3rd St., Ste. C

Florence, CO 81226

(719) 784 - 3275



--
Captain Chad J Hunt

Cell 303-903-8482

Colorado State Patrol

Troop 2A Commander

600 W. 3rd St Suite C

Florence, CO 81226

chad.hunt@state.co.us



ColoradoStatePatrol.com

[FaceBook.com/ColoradoStatePatrol](https://www.facebook.com/ColoradoStatePatrol)

[Twitter.com/CSP News](https://twitter.com/CSP_News)

May 7, 2024

To Whom it may concern,

As part of the Fremont County Temporary Use Permit requirements, we have to notify the Colorado State Patrol of our special event. We are NOT requesting uniform traffic control.

Event: 950 Junktion

Description: Indoor and outdoor Flea/Vintage Market with no more than 19 vendors and approx. 200 attendees over the two-day event each month.

Location: 43880 W US 50, Canon City, 81212

Dates: June 29-30, July 20-21, August 24-25, September 28-29

Times: 10am-4pm each day

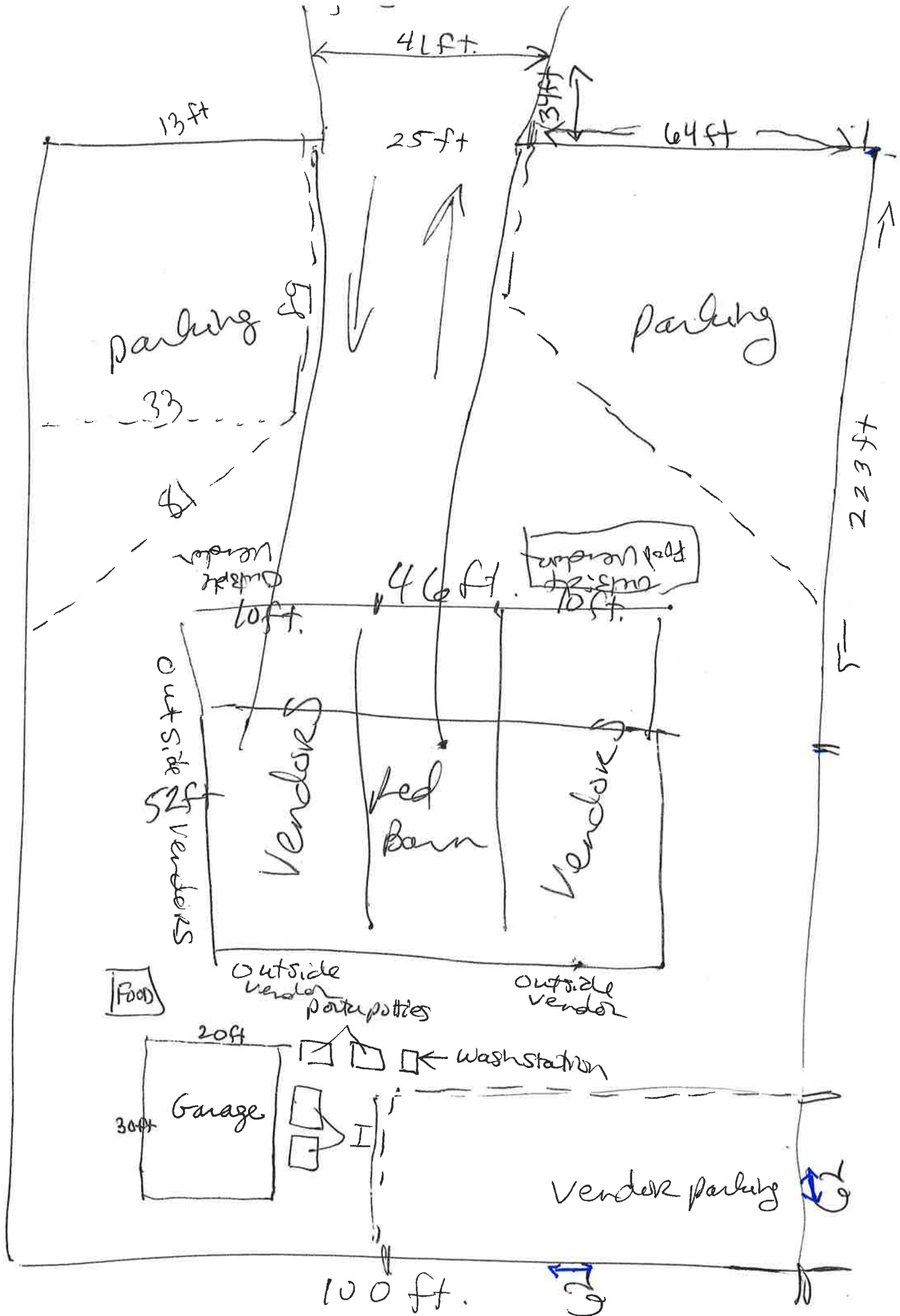
Let us know if you have any further questions,

Tracy and Daniel Vinton

(719)310-2335

→ 2

435.6 ft.



Venue



46' x 52' Barn



20' x 30' Garage

N
↑




FREMONT COUNTY ENVIRONMENTAL HEALTH SERVICES

615 MACON AVENUE, ROOM 212
 CAÑON CITY, COLORADO 81212
 (719) 276-7460 FAX NUMBER (719) 276-7461

PERMIT FOR THE USE OF PORTABLE CHEMICAL TOILETS Permit Fee \$30.00

Permit #	
Expires:	

Applicant:	Daniel Vinton		
Applicant's Address:	87 Pine Rd.		
City, State, Zip Code:	Florissant	CO	80816
Contact Person:	Tracy Vinton		
Phone #	(719) 310-2335		
Email:	drtracy09@hotmail.com		
Property Address (if different from Applicant's):	43880 W US 50 Cañon City, CO 81212		
Fremont County Use-permit:			
Applicant's Signature:			Date: 5/1/24

As a condition of approval for the use of portable chemical toilets, a copy of a contract from a company that provides portable chemical toilets along with the service and maintenance of the portable chemical toilets must be attached to this form.

Department Use Only:

Comments/Additional Requirements:	
-----------------------------------	--

Fremont County Board of Health Approval: If yes, attach to application.	
YES	
NO	

Payment Method:		Receipt #:	
Permit Approved:			

Reviewed By:	
Name:	
Date:	



Quote #1

PO BOX 367
Florence CO,81226
Phone (719) 372-6671

5/1/2024
Jennifer Ellis
jellis@twinenviro.com

Event Name: 950 Junktion
Contact: Tracy Vinton
Phone # 719-310-2335
Email: drtracy09@hotmail.com
Address: 43880 West US Highway 50, Canon City CO 81212

Delivered: June 28, July 19, August 23, September 27, 2024 **Serviced:** None & **Picked Up:** July 1, July 22, August 26, September 30, 2024

Please provide a map or Google pin for placement instructions

QUANTITY	DESCRIPTION	Total Fee	Notes
1	Regular Portable Restroom	\$75.00	Price for each event
1	ADA Restroom	\$75.00	Price for each event
1	Handwash station (Filled with non-potable water)	\$75.00	Price for each event
		\$ 225.00	Total for each event

Please confirm via email or phone acceptance of the quote provided.

Note: Please provide payment in full two weeks before the scheduled event. Cancellations fees may vary. Please provide advanced notice if the event is canceled.

We require advanced scheduling for weekend services Friday 4-8pm Saturday 8am to 4pm Sunday 8am to 4pm

Always with Twin Enviro Services, this is your **flat rate!** We have no hidden fees, **no taxes** and absolutely **no additional fuel or surcharges!**

Quote Expires **90 days**

Twin Enviro processes your trash & recycling at our Fremont Facility making Twin best for our community & environment.

THANK YOU FOR YOUR BUSINESS!

Fremont County Building Dept.

615 Macon Ave. Ste. #212
Cañon City, CO. 81212

P: 719-276-7460
F: 719-276-7461

www.fremontcountyco.gov/building/building-department

Bill To: Danlel Vinton
Address: 87 Pine Rd, Florissant

719-310-2335

Job Description: Chem. Toilet Permit

Homeowner's Name: Vinton

Invoice Date: 1-May-24

Construction Address: 43880 W US 50, Canon City

Account #	Description	Project/Quantity	Valuation	No Use Tax	Price
10.5103	Building Permits/Renewals/Re-Inspection Fees/Demolition Permits/Board of Appeals/Plan Reviews	Chem. Toilet Permit	\$ -		\$ -
10.5112	Contractor's License				\$ -
10.5104	Septic Permits / Septic Renewals				\$ 30.00
10.5114	Septic Contactors Licenses / Visual Inspections				\$ -
10.5117	MHIP - Inspections				\$ -
10.5318	Miscellaneous - Books/Copies/Flood Damage Permit/Permit Replacement/Violations				\$ -
315.09	Fire District Impact Fees				\$ -
10.5106	Septic Surcharge - Treasurer (\$3.00)				\$ -
10.5106	Septic Surcharge - State (\$20.00)				\$ -
10.5316	Address Permit				\$ -
20.5105	Driveway Access Permit				\$ -



10.5003

140.5003

15.5003

Invoice Subtotal	\$ 30.00
Use Tax Subtotal	
General Fund 45%	
Sales and Use 15%	
Sheriff's Fund 40%	
Other	
Date Paid	
TOTAL	\$ 30.00

Makes checks payable to Fremont County Treasurer

Receipt #

There will be a 2.49% fee added if paying with a card.



FREMONT COUNTY FIRE PROTECTION PLAN AND DISTRICT COMMENT FORM

The Fremont County Subdivision Regulations and Fremont County Zoning Resolution require a fire protection plan be submitted with many different types of applications, at the time of application submittal. In order to provide consistency in the information received, it shall be required that these plans be submitted on this form.

The Fremont County Department of Planning and Zoning (Department), Fremont County Planning Commission (Commission) and Fremont County Board of County Commissioners (Board) take into consideration the responses of the Applicant and the District during their respective review process.

Attachments can be made to this form to provide expanded narrative for any application item including supportive documentation or evidence for provided form item answers. Please indicate at the form item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (as an example, the first attached document providing evidence in support of the answer given at application item number 4 would be marked - Exhibit 4.1, the fifth attached document supporting the narrative provided for application item 4 would be marked - Exhibit 4.5). Exhibit numbers should be placed in either the lower right hand area or the upper right hand area of the exhibit.

If the subject property is not in a fire protection district, only applicants' information and map are required. A copy of the Colorado State Forest Service Wildfire Hazard Area Map with the subject property clearly and accurately located, shall be attached and marked as Exhibit A.

APPLICANT INFORMATION

1. Project Name 950 Junction
2. Project Description Flea / Antique market with vendors inside and outside main barn and a couple food trucks outside.
3. Type of application:

<input type="checkbox"/> Zone Change #1	<input type="checkbox"/> Special Review Use Permit
<input type="checkbox"/> Zone Change #2 – Use Designation Plan	<input type="checkbox"/> Conditional Use Permit
<input type="checkbox"/> Zone Change #2 – Final Development Plan	<input checked="" type="checkbox"/> Temporary Use Permit
<input type="checkbox"/> Commercial Development Plan	<input type="checkbox"/> Change of Use of Property
<input type="checkbox"/> Commercial Development Modification	<input type="checkbox"/> Subdivision Preliminary Plan
<input type="checkbox"/> Expansion of an existing Business or Industrial Use	<input type="checkbox"/> Minor Subdivision

3. The subject property is located at:
43880 W US 50, Canon City, CO 81212
Address and or General Location (If general location only is used, it will be required that a legal description of the subject property be attached Marked as Exhibit 3.1) An exhibit is attached.

4. Fire protection will be provided in what manner and with what resources? (2) 2A10BC fire extinguishers located at the North & South ends of the barn by the garage doors. Garage doors will stay open during the event for ingress and egress.

5. The source of water for fire protection is:

--- Water District – Name of District: _____

--- Well – Colorado Division of Water Resources Well Permit Number: _____

Is the well approved for fire protection? Yes --- No Please explain: _____

--- Cistern – What is the cistern capacity? 550 Gallons – What is the water source for filling the cistern? (2) 275 gal IBC TOTES with pump and hose

6. What is the distance from the subject property to the nearest fire hydrant? 7.6 miles (8 minutes) Located at Pueblo Community College

7. What public roadways provide access to the subject property? W US 50

8. How many accesses to public roadways will the subject property have? one

9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicle access? Yes --- No Please explain by providing right-of-way and surface widths, length of roadway, surface types for all interior existing and proposed roadways and turning radii for cul-de-sacs. Property has a flat road base packed surface with adequate turning around the property.

10. What are the existing and or proposed interior roadway names? N/A

11. Is the subject property located within a fire protection district? Yes --- No
If yes, please provide the district name: Canon City Fire District

If the subject property is not located within a fire protection district please answer the following questions and the form will be considered completed for submittal. If the subject property is located within a fire protection district then answers to the following will not be required, however the remainder of the form shall be addressed by a representative of the fire protection district in which the subject property is located.

a. What is the name of the fire protection district closest to the subject property? _____

b. What is the distance from the subject property to the nearest fire protection district boundary? _____

c. Is it logical and feasible to annex the subject property to a fire protection district?
 Yes ----- No Please explain: _____

d. What types of fire protection improvements are proposed for the subject property and or structures to be housed on the property? Please explain: _____

By signing this Application, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of Applicant's knowledge and belief.

Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Board regarding the Application to be null and void.

Signing this Application is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this Application, provided that the same is in conformance with the Fremont County Zoning Resolution.

Tracy Vinton
Applicant Printed Name

Tracy Vinton
Signature

4/30/24
Date

Daniel Vinton
Owner Printed Name

D. Vinton
Signature

4/30/24
Date

FIRE PROTECTION AUTHORITY INFORMATION

1. The name of the fire protection authority is: Canon City Fire District
2. Name of contact person: Austin Breuninger
Title: Life Safety Officer Telephone: 719.371.7898
3. The name and address of the responding fire station is: _____
Station 2
1349 Elm Ave
4. The distance from the subject property, by public roadway, to the responding fire station is: _____
10.7 miles
5. The estimated response time to the subject property is: 12 minutes
6. The location of the closest fire hydrant to the subject property is: _____
Tunnel Drive and Hwy 50, 8 miles
7. Is the existing hydrant size and location adequate for the existing neighborhood and the proposed development? Yes --- No Please explain: _____

8. Are the existing public roadways accessing the subject property adequate for fire vehicle access? Yes --- No Please explain: _____

9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicle access? Yes --- No Please explain: _____

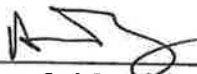
10. Are the proposed fire protection measures adequate for any existing or proposed structures to be housed on the subject property? Yes --- No Please explain: _____

11. What are the wildfire hazard classifications for the subject property, as prepared by the Colorado State Forest Service? Moderate

12. Recommendations concerning fire protection in general, fire protection improvements, suggested road names, for this project are as follows: **NOTE:** Be sure to list type, size and location of improvements recommended (i.e.; hydrants, water lines, cisterns, dry hydrants, roadway improvements, etc.). **Please indicate whether recommendations or requirements are the result of codes or regulations, and provide supporting information which will assist the Planning Commission and the Board of County Commissioners to determine whether to adopt any or all of the recommendations as requirements of the permit.**

Approved as submitted with limited space used for events and non continuous. If the business or operation grows in size, to include more space or buildings used and/or a significant change to the frequency of events, these comments may change accordingly.

All mobile food vendors shall have their operational permit issued before operating at the events

 Life Safety Officer
Signature and title of Authorized Fire Protection Representative

9 May 2024
Date

