

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, January 9, 2023, at 6:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay Colorado**

- I. **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 EXPENDITURES** – Approval of bills for various Town funds in the amount of **\$400,880.47**.
- VI. **CITIZEN COMMENTS** *(This item allows for the public to sign up to address the Board on matters that are not on the agenda)*
- VII. **NEW BUSINESS**
 - A. Should the Board of Trustee Approve the Adoption of Resolution No. 1, Series of 2023, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ESTABLISHING DESIGNATED PUBLIC PLACES FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW.**"? *This action will set forth the locations, electronic and physical, where all the Town’s public meeting notices will be posted for the current year.*
 - B. Should the Board of Trustees Approve the Adoption of Resolution No. 2, Series of 2023, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A TEMPORARY LEASE AGREEMENT WITH THE SOUTH PARK FOOD BANK FOR USAGE OF A PORTION OF THE TOWN-OWNED BUILDING AT 501 MAIN STREET.**"? *This action will grant the use of a portion of the Town-owned facility at 501 Main to a non-profit entity for its public benefit program.*
 - C. Should the Board of Trustees Approve the Adoption of Resolution No. 3, Series of 2023, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WARM SPRINGS CONSULTING, L.L.C. FOR OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES FOR THE TOWN OF FAIRPLAY WATER TREATMENT FACILITY.**"? *This action will approve an agreement with a Certified Water Professional for operation of the Fairplay Water System.*
 - D. Should the Board of Trustees Approve the Adoption of Resolution No. 4, Series of 2023, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WARM SPRINGS CONSULTING, L.L.C. FOR OPERATOR IN RESPONSIBLE CHARGE SERVICES (ORC) FOR THE TOWN OF FAIRPLAY WASTEWATER TREATMENT FACILITY.**"? *This action will approve an agreement with a Certified Wastewater Professional for operation of the Fairplay Wastewater System.*
 - E. Should the Board of Trustees Approve the Adoption of Resolution No. 5, Series of 2023, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO INCREASING WATER TAP / PLANT INVESTMENT FEES.**"? *This action will set forth the fees required for connecting to the Fairplay Water System to obtain water service.*
 - F. Should the Board of Trustees Approve the Adoption of Resolution No. 6, Series of 2023, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ADOPTING THE TOWN OF FAIRPLAY 2023 FEE SCHEDULE.**"? *This action will set forth the fees charged by the Town for providing all municipal activities and services.*
- VIII. **PUBLIC HEARINGS**
 - A. Should the Board of Trustees Approve the Adoption of Ordinance No. 1, Series of 2023, entitled, "**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 16 OF THE FAIRPLAY MUNICIPAL CODE, REGARDING DUPLEXES IN THE SINGLE FAMILY RESIDENTIAL (SF-RES) ZONE DISTRICT AND DEED-RESTRICTED WORKFORCE AFFORDABLE HOUSING.**"? *This action will amend Chapter 16 of the Fairplay Municipal Code, aka Unified Development Code, to permit duplexes as a use-by-right in the Single Family Residential SF-Res Zone District.*
- IX. **BOARD OF TRUSTEE AND STAFF REPORTS**
- X. **ADJOURNMENT**

Upcoming Meetings/Important Dates

Martin Luther King, Jr. Holiday – Town Offices Closed	Monday, January 16, 2023
Board of Trustees Regular Meeting	Monday, January 23, 2023
Board of Trustees Regular Meeting	Monday, February 6, 2023
Board of Trustees Regular Meeting Cancelled (Presidents Day)	Monday, February 20, 2023
Fairplay Mountain Mardi Gras Celebration	Saturday, February 25, 2023

This agenda may be amended. Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and on The Town of Fairplay Website (www.fairplayco.us) on Friday, January 6, 2023.



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt, Treasurer
RE: Paid Bills
DATE: January 5, 2023

Agenda Item: Bills

Attached is the list of the invoices paid between December 3, 2022, and January 5, 2023.

Total Expenditures: \$400,880.47

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

Please contact me with any questions.

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
12/05/2022	18719	ACA Products, Inc.	road sand	1	11/30/2022	1,151.65	105670
Total 16:						1,151.65	
12/05/2022	18720	B.V. Tool & Equipment Ren	lift rental	1	12/02/2022	1,450.05	105134
Total 136:						1,450.05	
12/31/2022	18822	Caselle, Inc	Software Support	1	06/01/2022	13.50	105060
12/31/2022	18822		Software Support	2	06/01/2022	13.50	517206
Total 334:						27.00	
12/31/2022	18823	Cash	reimburse petty cash	1	12/20/2022	5.00	105630
12/31/2022	18823		Petty Cash	2	12/20/2022	20.00	105070
12/31/2022	18823		Petty Cash	3	12/20/2022	18.36	105110
12/31/2022	18823		Petty Cash	4	12/20/2022	5.00	105030
12/31/2022	18823		Petty Cash	5	12/20/2022	17.48	105035
12/31/2022	18823		Petty Cash	6	12/20/2022	5.70	105070
12/31/2022	18823		Petty Cash	7	12/20/2022	6.44	105130
12/31/2022	18823		Petty Cash	8	12/20/2022	7.99	105110
Total 340:						85.97	
12/05/2022	18723	Colorado Mountain News	holiday ads	1	11/30/2022	568.68	105174
Total 538:						568.68	
12/07/2022	18739	The Flume	legal ads	1	11/30/2022	54.18	106125
Total 868:						54.18	
12/07/2022	18735	Ferrellgas	propane-501 main	1	11/01/2022	729.45	105195
12/07/2022	18735		propane-501 main	1	11/17/2022	829.28	105195
12/07/2022	18735		850 hathaway	1	11/17/2022	1,053.23	105186
12/07/2022	18735		1800 beaver creek road	1	11/21/2022	670.67	517495
Total 916:						3,282.63	
12/15/2022	18776	Postal Pros Southwest, Inc	water billing	1	12/06/2022	303.62	517218
Total 1699:						303.62	
12/15/2022	18778	Town of Fairplay	501 main	1	11/30/2022	303.20	105195
12/15/2022	18778		850 hathaway	1	11/30/2022	101.70	105186
Total 2134:						404.90	
12/31/2022	18830	USABlueBook	freight	1	09/06/2022	17.89	517480
Total 2176:						17.89	
12/05/2022	18729	Utility Notification Center	RTL Transmissions	1	11/30/2022	7.80	517455
12/05/2022	18729		RTL Transmissions	1	11/30/2022	7.80	517650

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2194:						15.60	
12/31/2022	18831	Verizon Wireless	cell Phone - public works	1	12/15/2022	40.63	105645
12/31/2022	18831		jet pack	2	12/15/2022	40.01	105130
12/31/2022	18831		Phones and air cards	3	12/15/2022	398.97	105455
Total 2212:						479.61	
12/05/2022	18731	Xcel Energy	901 main	1	11/17/2022	295.54	105023
12/05/2022	18731		fairplay sign #1	1	11/17/2022	13.60	105640
12/05/2022	18731		1800 beaver creek lane	1	11/17/2022	825.91	517495
12/05/2022	18731		747 bogue	1	11/17/2022	15.84	105841
12/05/2022	18731		850 hathaway	1	11/17/2022	247.62	105186
12/05/2022	18731		501 main	1	11/17/2022	414.35	105195
12/05/2022	18731		monument sign	1	11/17/2022	63.93	105640
12/08/2022	18746		street lights	1	12/01/2022	915.82	105640
12/31/2022	18832		945 quarry road	1	12/14/2022	21.57	517490
12/31/2022	18832		117 silverheels road	1	12/20/2022	11.63	105841
12/31/2022	18832		chlorinator	1	12/20/2022	86.07	517470
Total 2296:						2,911.88	
12/31/2022	18828	South Park Ace & Lumber	Supplies	1	12/25/2022	31.99	105625
12/31/2022	18828		Supplies	2	12/25/2022	31.99	517242
12/31/2022	18828		Supplies	3	12/25/2022	58.77	105174
12/31/2022	18828		Supplies	4	12/25/2022	29.95	517214
12/31/2022	18828		Supplies	5	12/25/2022	52.16	517465
12/31/2022	18828		Supplies	6	12/25/2022	4.99	105025
12/31/2022	18828		Supplies	7	12/25/2022	21.99	105027
12/31/2022	18828		Supplies	8	12/25/2022	9.99	105630
12/31/2022	18828		Supplies	9	12/25/2022	7.99	105630
Total 2405:						249.82	
12/31/2022	18826	Laser Graphics	Business Cards	1	05/10/2022	68.00	105110
Total 2437:						68.00	
12/05/2022	18726	KONICA MINOLTA BUSIN	C364E Copier	1	11/28/2022	406.47	105032
Total 2448:						406.47	
12/15/2022	18769	AmeriGas	lift station	1	11/30/2022	168.84	517680
Total 2468:						168.84	
12/08/2022	18741	CARD SERVICES	class	1	12/01/2022	50.00	105635
12/08/2022	18741		grave markers	2	12/01/2022	331.09	105850
12/08/2022	18741		Food for meeting	3	12/01/2022	10.84	105630
12/08/2022	18741		toilet parts	4	12/01/2022	9.98	105025
12/08/2022	18741		toilet	5	12/01/2022	249.00	105025
12/08/2022	18741		Postage	6	12/01/2022	161.35	517218
12/08/2022	18741		Postage	7	12/01/2022	5.40	105445
12/08/2022	18741		Supplies	8	12/01/2022	33.96	105027
12/08/2022	18741		Supplies	9	12/01/2022	98.46	105030
12/08/2022	18741		Supplies	10	12/01/2022	61.00	105110

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
12/08/2022	18741		Supplies	11	12/01/2022	303.48	105445
12/08/2022	18741		tree decorations	12	12/01/2022	2,042.50	105134
12/08/2022	18741		christmas event	13	12/01/2022	232.05	105174
12/08/2022	18741		training	14	12/01/2022	254.14	517425
12/08/2022	18741		Food for meeting	15	12/01/2022	19.15	105174
12/08/2022	18741		web hosting	16	12/01/2022	19.99	105060
12/08/2022	18741		Supplies	17	12/01/2022	378.00	105445
12/08/2022	18741		car wash	18	12/01/2022	4.25	105420
12/08/2022	18741		uniform alteration	19	12/01/2022	30.00	105410
Total 2503:						4,294.64	
12/05/2022	18721	CenturyLink	acct 719-836-4609 502B	1	11/19/2022	66.73	517470
12/05/2022	18721		acct 719-836-2622-255B	1	11/19/2022	545.73	105065
12/05/2022	18721		acct 82239760	1	11/24/2022	16.03	105065
Total 2614:						628.49	
12/20/2022	18817	Wittbrodt, Kim	cell phone reimb	1	12/20/2022	50.00	105065
Total 2655:						50.00	
12/15/2022	18771	Colorado Natural Gas, Inc.	natural gas	1	12/02/2022	268.78	105023
12/15/2022	18771		natural gas-shop	1	12/02/2022	1,008.14	105650
12/15/2022	18771		san office	1	12/02/2022	354.43	517234
12/15/2022	18771		sewer treatment plant	1	12/02/2022	3,193.37	517680
Total 2728:						4,824.72	
12/15/2022	18774	Mobile Record Shredders	record shredding	1	12/14/2022	12.00	105030
Total 2793:						12.00	
12/05/2022	18722	Chaffee County Waste	6 yd weekly	1	12/02/2022	107.50	105650
12/05/2022	18722		6 yd weekly	2	12/02/2022	107.50	105023
12/05/2022	18722		2 yd biweekly	3	12/02/2022	69.00	517675
Total 2801:						284.00	
12/20/2022	18801	Bullock, Julie	cell phone reimburse	1	12/20/2022	25.00	517226
12/20/2022	18801		cell phone reimburse	2	12/20/2022	25.00	105645
Total 2812:						50.00	
12/07/2022	18733	Colorado Analytical Lab	water testing	1	12/05/2022	387.60	517430
12/08/2022	18742		water testing	1	11/21/2022	24.00	517475
12/15/2022	18770		waste water testing	1	12/14/2022	403.00	517665
12/15/2022	18770		water testing	1	12/08/2022	24.00	517475
Total 2864:						838.60	
12/07/2022	18740	Vectra Bank	loan 0011301508949001	1	12/05/2022	223,700.00	518002
12/07/2022	18740		loan 0011301508949001	2	12/05/2022	46,920.00	518004
Total 2883:						270,620.00	
12/31/2022	18827	Shirley Septic Pumping, In	port a pots	1	12/20/2022	105.60	105842

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
12/31/2022	18827		town hall	1	12/23/2022	378.13	105120
12/31/2022	18827		cohen park	1	12/23/2022	342.13	105842
12/31/2022	18827		beach	1	12/23/2022	189.06	105842
Total 2893:						1,014.92	
12/07/2022	18736	Kaupas Water Labs, Inc.	chlorine	1	12/01/2022	1,400.00	517475
12/07/2022	18736		chlorine	1	07/05/2022	870.00	517475
Total 2999:						2,270.00	
12/05/2022	18725	Hunn Planning & Policy, LL	planning fees-udc update	1	12/02/2022	2,812.50	105105
12/05/2022	18725		planning fees-bill back-mus	2	12/02/2022	300.00	105107
12/05/2022	18725		planning fees-bill back- bea	3	12/02/2022	75.00	105107
Total 3183:						3,187.50	
12/20/2022	18811	Salado	business light contest winn	1	12/20/2022	300.00	105110
Total 3208:						300.00	
12/05/2022	18727	Montrose Water Factory, L	bottled water	1	11/29/2022	58.50	105120
Total 3211:						58.50	
12/15/2022	18777	SGM	mustang ridge	1	12/14/2022	417.50	105107
Total 3272:						417.50	
12/20/2022	18804	Ernst, Sarah	cell phone reimburse	1	12/20/2022	50.00	105065
Total 3313:						50.00	
12/05/2022	18728	Park County Government	monthly internet	1	12/01/2022	52.50	105065
12/05/2022	18728		monthly internet	2	12/01/2022	52.50	105455
12/05/2022	18728		monthly internet	3	12/01/2022	105.00	517226
Total 3381:						210.00	
12/08/2022	18745	UniFirst	calibration	1	12/07/2022	94.70	517655
Total 3462:						94.70	
01/05/2023	18838	Warm Springs Consulting	contract	1	01/01/2023	4,500.00	102000
01/05/2023	18838		contract	1	01/01/2023	5,000.00	102000
Total 3463:						9,500.00	
12/20/2022	18799	Bannister, Chris	cell phone reimburse	1	12/20/2022	25.00	105645
12/20/2022	18799		cell phone reimburse	2	12/20/2022	25.00	517226
Total 3464:						50.00	
12/20/2022	18815	Wagner, Alex	cell phone reimburse	1	12/20/2022	25.00	517226
12/20/2022	18815		cell phone reimburse	2	12/20/2022	25.00	105645

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3506:						50.00	
12/31/2022	18829	Timberline Properties Hom	plow 850 hathaway	1	12/31/2022	125.00	105186
Total 3510:						125.00	
12/08/2022	18743	Keith Chisholm	parts for blockhouse bypas	1	10/12/2022	62.12	517495
Total 3514:						62.12	
12/05/2022	18724	Hayes Poznanovic Korver	legal	1	12/02/2022	682.00	517430
Total 3518:						682.00	
12/20/2022	18805	Graham, Donovan	cell phone reimburse	1	12/20/2022	25.00	517226
12/20/2022	18805		cell phone reimburse	2	12/20/2022	25.00	105645
Total 3519:						50.00	
12/15/2022	18775	Motorola Solutions	radio equipment for new ta	1	09/01/2022	10,685.15	105450
Total 3540:						10,685.15	
12/15/2022	18773	Kenosha Pest Specialist	pest control	1	12/10/2022	30.00	517260
12/15/2022	18773		pest control	1	12/10/2022	30.00	105025
Total 3564:						60.00	
12/07/2022	18738	Phoenix Technology Group	computer	1	12/07/2022	.00	105060
			computer	2	12/07/2022		105060
12/08/2022	18744		computer	1	12/08/2022	1,088.00	105060
Total 3580:						1,088.00	
12/20/2022	18813	Sciacca, Janell	cell phone reimburse	1	12/20/2022	50.00	105065
Total 3583:						50.00	
12/05/2022	18730	Wilson Williams LLP	legal-bill back stone river	1	11/30/2022	57.50	105107
12/05/2022	18730		legal-bill back-mustang ridg	2	11/30/2022	57.50	105107
12/05/2022	18730		legal-udc	1	11/30/2022	151.30	105057
12/05/2022	18730		legal	1	11/30/2022	852.10	105057
Total 3586:						1,118.40	
12/20/2022	18809	Kleinschmidt, Sean	cell phone reimburse	1	12/20/2022	25.00	105645
12/20/2022	18809		cell phone reimburse	2	12/20/2022	25.00	517226
Total 3590:						50.00	
12/15/2022	18772	Hardesty Engineering and	gallery project	1	12/12/2022	10,540.00	517430
12/15/2022	18772		capital asset project	1	12/12/2022	2,380.00	517434
12/31/2022	18824		capital asset project	1	12/31/2022	14,450.00	517434
01/05/2023	18837		gallery project	1	12/31/2022	9,180.00	102000

Town of Fairplay

Paid Invoice Report - Paid Bills - Board
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Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3618:						36,550.00	
12/05/2022	18732	Dixie Plumbing Service	replace lift pump at town h	1	12/05/2022	1,090.00	105025
Total 3666:						1,090.00	
12/07/2022	18734	Curiosity Clubhouse LLC	kids games - xmas event	1	11/30/2022	225.00	105174
Total 3667:						225.00	
12/07/2022	18737	Michael O'Neill	refund overpayment on acc	1	12/07/2022	300.00	514605
12/07/2022	18737		refund overpayment on acc	2	12/07/2022	195.00	514205
Total 3668:						495.00	
12/20/2022	18808	Jostens Inc.	business license refund	1	12/20/2022	25.00	104170
Total 3669:						25.00	
12/20/2022	18816	Whirlpool Corporation	business license refund	1	12/20/2022	25.00	104170
Total 3670:						25.00	
12/20/2022	18797	Altitude Collection, LLC	business license refund	1	12/20/2022	25.00	104170
Total 3671:						25.00	
12/20/2022	18798	Avaya	business license refund	1	12/20/2022	25.00	104170
Total 3672:						25.00	
12/20/2022	18800	Bonobos, Inc.	business license refund	1	12/20/2022	25.00	104170
Total 3673:						25.00	
12/20/2022	18803	Eloqui	business license refund	1	12/20/2022	25.00	104170
Total 3674:						25.00	
12/20/2022	18806	Hayneedle	business license refund	1	12/20/2022	25.00	104170
Total 3675:						25.00	
12/20/2022	18807	Hyundai Lease Titling Trust	business license refund	1	12/20/2022	25.00	104170
Total 3676:						25.00	
12/20/2022	18810	Picasso, LLC	business license refund	1	12/20/2022	25.00	104170
Total 3677:						25.00	
12/20/2022	18812	Sams Club	business license refund	1	12/20/2022	25.00	104170
Total 3678:						25.00	
12/20/2022	18814	Toshiba America Business	business license refund	1	12/20/2022	25.00	104170

Town of Fairplay

Paid Invoice Report - Paid Bills - Board
Check issue dates: 12/3/2022 - 1/5/2023Page: 7
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Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3680:						25.00	
12/20/2022	18802	Christopher and Karla Lars	residential light contest win	1	12/20/2022	200.00	105110
Total 3682:						200.00	
12/31/2022	18825	Harrington Industrial Plasti	parats for gallery project	1	12/21/2022	1,672.44	517430
Total 3683:						1,672.44	
01/05/2023	18836	Paul Duchsherer	lift	1	01/04/2023	35,950.00	325820
01/05/2023	18835		lift	1	01/05/2023	.00	325820
			lift	2	01/05/2023		325820
Total 3684:						35,950.00	
Grand Totals:						400,880.47	

Report Criteria:

Detail report type printed



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator/Clerk Consent Agenda

RE: Item A – Resolution No. 1, Series of 2023

DATE: January 9, 2023

Background:

C.R.S. 24-6-402(c) states “any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public” and further, “The public place or places for posting such notice shall be designated annually at the local public body’s first regular meeting of each calendar year.”

Therefore, Resolution No. 1, Series of 2023 is presented for the Board’s consideration and to meet the requirements of the Colorado Open Records Law. There are no changes to the designated posting places which are Town Hall, the Town’s website (www.fairplayco.us), the Post Office and the Park County Library.

Recommendation:

Staff recommends approval of Resolution No. 1, Series of 2023, presented by motion, second and a roll call vote.

Attachments:

- Resolution No. 1, Series 2023

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 1
(Series 2023)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ESTABLISHING DESIGNATED PUBLIC PLACES FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY COLORADO OPEN MEETINGS LAW.

WHEREAS, Section 24-6-402(2)(c), C.R.S., (part of the Colorado “Sunshine Law”) requires that the Board of Trustees of the Town of Fairplay annually designate at its first regular meeting of each calendar year the public place or places for the posting of notice of its meetings; and

WHEREAS, the Board of Trustees of the Town of Fairplay wishes to continue providing public notice to its citizens at several convenient locations.

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

Section 1: The designated public place for the posting of meeting notices as required by the Colorado Open Meetings Law, C.R.S. 24-6-402(2)(c), shall be:

1. The Town of Fairplay Website (www.fairplayco.us);
2. The Fairplay Post Office located at 517 Hathaway Street;
3. The Fairplay Town Hall located at 901 Main Street; and
4. The Park County Library located at 400 Front Street.

Section 2: The Town Clerk shall be responsible for posting the required notices no later than twenty-four (24) hours prior to the holding of the meeting. All meeting notices shall include specific agenda information, where possible.

Section 3: This Resolution shall become effective upon adoption.

RESOLVED, APPROVED AND ADOPTED THIS 9TH DAY OF JANUARY, 2023.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

**Town of Fairplay**

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

STAFF REPORT

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: New Business Item B – South Park Food Bank Lease for 501 Main
Resolution No. 2, Series of 2023

DATE: January 9, 2023

BACKGROUND/ANALYSIS:

The Town approved a 1 year lease in 2019 with the South Park Food Bank for use of a portion of the building at 501 Main as depicted in Exhibit A of the proposed lease agreement. The agreement expired during Staff turnover and was discovered in 2022 by current Staff who presented a renewal proposal to the Board for the remainder of 2022. At that time, the Board requested the Food Bank representatives appear before them at renewal and provide details regarding their activities and answer any questions.

There have been no known issues and the Food Bank provides a very important service to the Town of Fairplay and Park County. Therefore, following any questions by the Board, Staff recommends approval of another 1 year lease.

STAFF RECOMMENDATION

Staff recommends the Board approve Resolution No. 2, Series of 2023 as presented by a motion, second and roll call vote.

Attachments:

- Resolution No. 2, Series of 2023

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 2
(Series of 2023)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A TEMPORARY LEASE AGREEMENT WITH THE SOUTH PARK FOOD BANK FOR USAGE OF A PORTION OF THE TOWN-OWNED BUILDING AT 501 MAIN STREET.

WHEREAS, the Town previously agreed to a temporary lease agreement with the South Park Food Bank for use of a portion of the Town's building located at 501 Main Street: and

WHEREAS, the Board of Trustees has determined that it is in the best interests of the citizens of Fairplay and surrounding communities in Park County to continue to allow for the use of this building for storage and distribution of food by the Food Bank to those in need; and

WHEREAS, the Board of Trustees desires to enter into a subsequent lease agreement with the South Park Food Bank.

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

SECTION 1. The lease agreement attached hereto and fully incorporated herein as Exhibit A, is approved and the Mayor and/or Town Administrator are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 9TH day of January, 2023.

TOWN OF FAIRPLAY

(Seal)

By: _____
Mayor

ATTEST:

Town Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 9th day of January, 2023 by and between the **TOWN OF FAIRPLAY, COLORADO**, a Colorado municipal corporation whose address is 901 Main Street, PO Box 267, Fairplay CO 80440 ("Lessor") and the **SOUTH PARK FOOD BANK**, a Colorado nonprofit corporation whose address is PO Box 2068, Fairplay, CO 80440 ("Lessee").

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

1. **Leased Premises.** Subject to the terms and conditions set forth herein Lessor leases to Lessee, and Lessee agrees to lease from Lessor, the premises described and/or depicted in **Exhibit A** attached hereto and incorporated herein consisting of approximately 750 square feet of office space located at 501 Main Street, Fairplay, Colorado 80440 (the "Leased Premises")
2. **Term and Rent.** Lessor agrees to lease the Leased Premises for an initial term of twelve (12) months commencing on January 1, 2023 and terminating on December 31, 2023, at the rental rate of One Dollar (\$1.00) for the rental term payable upfront. All rental payments shall be made to Lessor, at the address specified above provided, however, that should Lessee cease to exist this Lease shall terminate.
3. **Use.** Lessee shall use and occupy the Leased Premises solely for the purpose of continuing operations of the South Park Food Bank and storing materials needed for said operations. Lessor represents that the premises may lawfully be used for such purpose.
4. **Care and Maintenance of Leased Premises.** Lessee acknowledges that the Leased Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the interior of the Leased Premises in good and safe condition and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and parking area. Lessor shall be responsible for maintenance and repair of the portion of the building not included in the Leased Premises and well as the building grounds. Prior to execution of this lease Lessor and Lessee have conducted a walk through to determine the exact condition of the facility and have documented any damage to the facility existing prior to the date of this lease.
5. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the Leased Premises, other than non-structural alterations reasonably necessary to the uses of the Leased Premises identified in paragraph 3 above. Lessor's approval of requested alterations shall not be unreasonably withheld.

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

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

13. **Taxes.** Lessee shall pay any and all personal property taxes and other taxes attributable to Lessee's use and occupancy of the Leased Premises. Real property taxes shall be paid by Lessor at Lessor's sole expense.
14. **Attorney's Fees.** In case suit should be brought for recovery of the Leased Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Leased Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee.
15. **Notices.** Any notice which either party may, or is required to give, shall be given mailing same, postage prepaid, to Lessee at the Leased Premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.
16. **Heirs, Assigns, Successors.** This Lease is binding upon and inures to the benefit of the heirs, successors in interest to the parties
17. **Non-appropriation.** As required by Article X, Section 20 of the Colorado Constitution, any financial obligations of Lessor not to be performed during the current fiscal year contained in this Lease are subject to annual appropriation of sufficient funds by the Fairplay Board of Trustees. Should the Board of Trustees, in any year during the term of this lease, not appropriate sufficient funds for the performance of its obligations herein contained the Leased Premises shall be vacated and possession returned to the Lessor on the last day for which a valid appropriation exists.
18. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties.

LESSOR:
TOWN OF FAIRPLAY, COLORADO

LESSEE:

Frank Just, Mayor

South Park Food Bank President

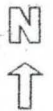
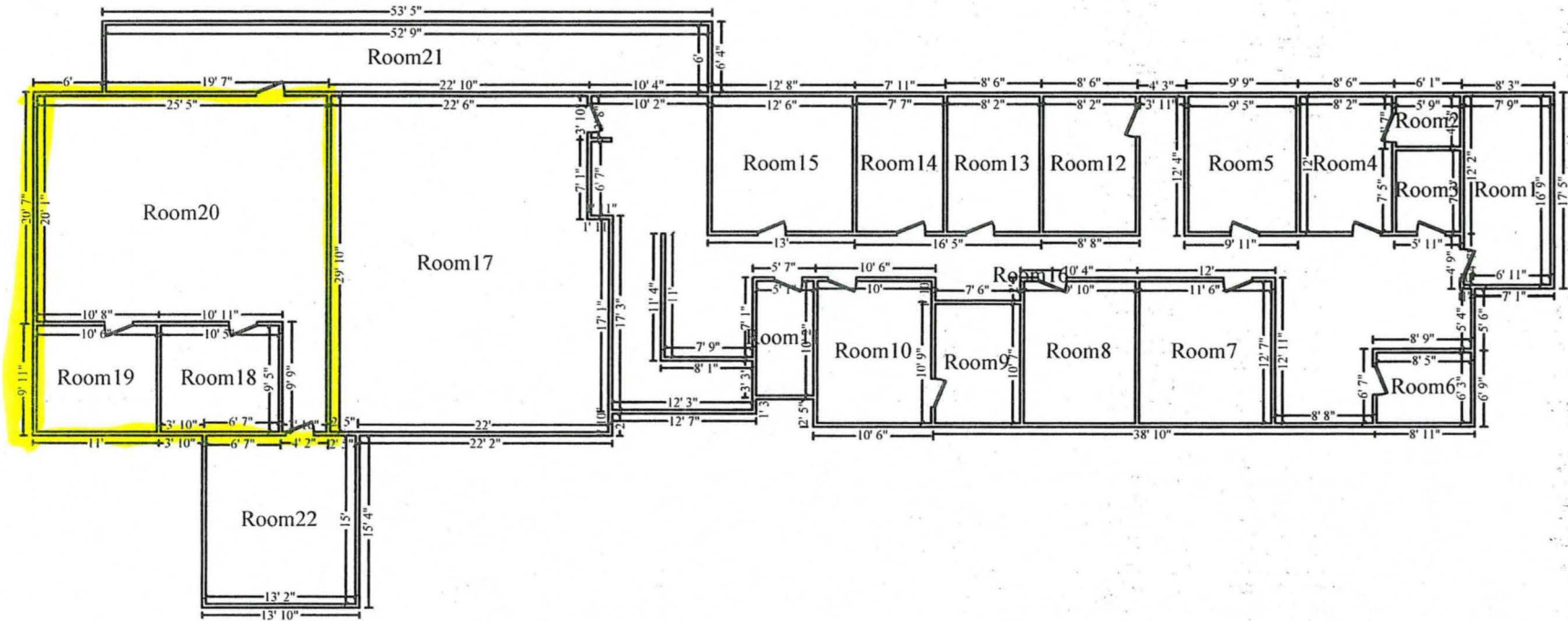
ATTEST:

Janell Sciacca, Town Clerk

Ground

Exhibit A

= Rented Boundaries



Ground



Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
www.fairplayco.us

STAFF MEMO

TO: Board of Trustees for the Town of Fairplay
FROM: Janell Sciacca, Town Administrator
RE: Resolution Nos. 3 & 4, Series of 2023 – ORC Services
DATE: January 9, 2023

SUMMARY/BACKGROUND:

The Town of Fairplay owns and operates the Water and Wastewater Enterprise which provides Water and Sewer services to the community. Each facility is regulated by the Colorado Department of Health & Environment (CDPHE) which requires an Operator in Responsible Charge (ORC) that holds a current certificate in the same category, and at the same or higher level, as the system or facility classification to be designated and delegated the responsibility of operating the system. While current Town Staff is working toward these certifications, it will take years for them to gain the knowledge and training in order to obtain the levels required to operate the Town's systems. Therefore, the Town must look to contract out management and operation which can be challenging due to our geographic location and limited and affordable housing availability.

Fortunately, both Marty Deline and Keith Chisholm of Warm Springs Consulting, LLC live in or near Town, have Class A Water Operator and Class 4 Wastewater Collection Certifications, and between them over 80 years of operational experience and knowledge. The Town originally contracted with them back in 2021 and they have expressed their desire to continue working with the Town and its Staff to provide these all-important services to the community.

The main duties of an ORC are to:

- Be responsible for the operation and maintenance of the facility.
- Know and understand the requirements of applicable permits, laws and regulations.
- Provide supervision and oversight to other Operators working in the facility.
- Develop and maintain a written delegation plan if any tasks or activities are delegated to others.

The Town is very fortunate to have these gentlemen living and working in our community and they are committed to ensuring the provision of quality services to our citizens. Therefore, Staff recommends renewal of both agreements in order to continue the seamless operation of both the Water and Wastewater Systems.

Recommendation:

Staff recommends approval of Resolutions No. 3 & 4, Series 2023, as presented by motion, second and a roll call vote.

Attachments:

- Resolutions No. 3 & 4, Series 2022
- Professional Services Agreements

“Where History Meets the High Country”

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 3
(Series of 2023)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WARM SPRINGS CONSULTING, L.L.C. FOR OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES FOR THE TOWN OF FAIRPLAY WATER TREATMENT FACILITY.

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, acting by and through the Town of Fairplay Water and Wastewater Enterprise Board, (the “Board”) has the power, pursuant to Fairplay Municipal Code Chapter 2, Article VII, Sec. 2-7-40, to assess, oversee, monitor and review the construction, operation and maintenance of the Town's water and wastewater utility systems, in accordance with the Town's ordinances and the approved Water and Wastewater Enterprise budget; and

WHEREAS, Warm Springs Consulting, LLC (“Consultant”) has expressed desire to continue providing Operator In Responsible Charge (ORC) services for the Water Treatment Plant; and

WHEREAS, Warm Springs Consulting, LLC (“Consultant”) represents it is qualified to provide such technical services; and

WHEREAS, the Board of Trustees (the “Board”), has determined that it is in the best interests of the Town to contract for Operator in Responsible Charge services of the Water Treatment Plant;

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

Section 1. The Board of Trustees hereby approves the Professional Services Agreement attached hereto as “Exhibit A” and authorizes the Mayor and/or Town Administrator to execute same on behalf of the Town.

Section 2. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 9TH day of January, 2023.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 9th day of January, 2023, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Warm Springs Consulting, LLC, an independent contractor ("Consultant").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract.

II. REPORTS, DATA AND WORK PRODUCT

A. The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform the Scope of Services. All documents provided by the Town to Consultant shall be returned to the Town. The Consultant is authorized by the Town to retain copies of such data and materials at the Consultant's expense.

B. Other than sharing information with designated third parties as previously directed by the Town, no project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure.

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

D. Upon request, Consultant shall provide to the Town electronic versions of all work product, in the format directed by the Town.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed the budgeted amount per request/project. The method and manner of payment shall be as specified in **Exhibit B**, attached hereto and incorporated herein by this reference. The maximum amount specified herein shall include all fees and expenses incurred by the Consultant in performing all services hereunder.

B. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the Town, the Scope of Services shall be complete and Consultant shall furnish the Town the specified deliverables as provided in **Exhibit A**.

V. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by the Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by the Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than ten percent (10%) of the work required

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

VI. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, two million dollars (\$2,000,000) disease – policy limit, and two million dollars (\$2,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and two million dollars (\$2,000,000) general aggregate.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this

Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

VII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant.

VIII. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

IX. CONFLICT OF INTEREST

Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

X. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

XI. WORKERS WITHOUT AUTHORIZATION

A. Certification. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

(1) If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the

subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

D. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with this Agreement.

E. If Consultant does not have employees, Consultant shall sign the “No Employee Affidavit” attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the “Department Program Affidavit” attached hereto.

XII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the Town, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

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

Consultant: Marty Deline
Warm Springs Consulting, LLC
PO Box 1480
Fairplay, CO 80440

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the Town not to be performed during the current fiscal year is specifically made subject to appropriation of funds for such performance. Should the Town's governing body not appropriate funds for the performance of this contract in any future fiscal year this Agreement shall automatically terminate without further action by the parties.

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

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

CONSULTANT

By:_____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2023, by _____, as _____ of Warm Springs Consulting, LLC.

Notary Public

EXHIBIT A

WARM SPRINGS CONSULTING, LLC OPERATOR IN RESPONSIBLE CHARGE (ORC) DUTIES AND SERVICES

Contractor is hired to act as the Operator in Responsible Charge ("ORC") for the Town's Water Treatment Facility ("WTF") in accordance with Regulation 100 of the Colorado Department of Public Health and Environment ("CDPHE") operator certification requirements.

Pursuant to the Agreement, and Contractor shall:

Protect the public health and the environment in the conduct of all duties, be accountable for the operation and maintenance of the water or wastewater facility and be responsible for understanding the requirements of the applicable permits, laws and regulations. These duties include the following:

- a) Controlling, supervising or actively participating in the planning, operation and maintenance of a water or wastewater facility;
- b) Making process control and system integrity decisions on the operation and maintenance of the water or wastewater facility;
- c) Making decisions and initiating actions regarding the operation of the water or wastewater facility in a timely manner;
- d) Inspecting and testing new, modified, or repaired facilities prior to placing or returning such facilities into service;
- e) Developing maintenance programs;
- f) Developing and maintaining a written operating plan as described in section 100.12.6 as appropriate;
- g) Reporting instances of non-compliance or situations that could result in non-compliance as appropriate to facility owners and the Department;
- h) Being on call for emergencies and coordinating emergency response and repair to the water or wastewater facility and system;
- i) Serving as a liaison in communication with CDPHE, consulting engineers, contractors, and all third parties having business dealings associated with the water or wastewater facility and system.
- j) Actively participate in planning and projects associated with the construction, operation and maintenance of the water or wastewater facility.
- k) Develop standard operating procedures (SOPs) for optimal system operation.
- l) Provide cross-training to other operators.
- m) Encourage other operators to become certified or upgrade their certifications.
- n) Maintain centrally-located, easily accessible system information.
- o) Stay informed about regulatory requirements and best practices to help ensure optimal system operation and system compliance
- p) Perform all required reporting in accordance with regulatory and/or permit requirements.
- q) Perform recordkeeping in accordance with regulatory and/or permit requirements.
- r) Develop, update and implement an Operations and Maintenance Plan/Manual .
- s) Develop and maintain a schedule of required sampling and perform follow-up responsibilities.
- t) Schedule and attend inspections/sanitary surveys
- u) Perform or supervise the duties enumerated in 100.11.2 (Exhibit 1)
- v) Develop maintenance programs.
- w) Ensure practice of property security procedures.
- x) Attend quarterly Board of Trustee Meetings to report on responsibilities and activities.

EXHIBIT 1

100.11.2 Certified operators shall protect the public health and the environment by properly performing and/or supervising the activities pertinent to controlling the operation of a water or wastewater facility in accordance with a written operating plan as described in section 100.12.6 as appropriate to their level of certification, including but not limited to the following:

- (a) controlling the selection of or flow from a source to a water or wastewater facility and controlling the selection of or flow from a water or wastewater facility to a receiving body or system;
- (b) controlling the processing of raw and/or treated and/or finished water/wastewater;
- (c) preparing and/or controlling chemical addition for water or wastewater treatment;
- (d) observing and taking necessary actions in response to variations in operating conditions;
- (e) interpreting meter and/or gauge readings and adjusting facility processes based on such interpretations;
- (f) controlling the operation and maintenance of valves and/or gates;
- (g) controlling the operation and maintenance of pumps;
- (h) maintaining logs and/or records;
- (i) collecting and/or analyzing process control samples; and
- (j) reporting instances of non-compliance or situations that could result in non-compliance to the certified operator in responsible charge.

EXHIBIT B**COMPENSATION**

Compensation. For the Services provided by the Consultant pursuant to **Exhibit A.** Consultant shall receive compensation in the amount of Four Thousand and Five Hundred Dollars (\$4,500.00) per month. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 4
(Series of 2023)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WARM SPRINGS CONSULTING, L.L.C. FOR OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES FOR THE TOWN OF FAIRPLAY WASTEWATER TREATMENT FACILITY.

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, acting by and through the Town of Fairplay Water and Wastewater Enterprise Board, (the “Board”) has the power, pursuant to Fairplay Municipal Code Chapter 2, Article VII, Sec. 2-7-40, to assess, oversee, monitor and review the construction, operation and maintenance of the Town's water and wastewater utility systems, in accordance with the Town's ordinances and the approved Water and Wastewater Enterprise budget; and

WHEREAS, Warm Springs Consulting, LLC (“Consultant”) has expressed desire to continue providing Operator In Responsible Charge (ORC) services for the Wastewater Treatment Facility; and

WHEREAS, Warm Springs Consulting, LLC (“Consultant”) represents it is qualified to provide such technical services; and

WHEREAS, the Board of Trustees (the “Board”), has determined that it is in the best interests of the Town to contract for Operator in Responsible Charge services of the Wastewater Treatment Facility;

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

Section 1. The Board of Trustees hereby approves the Professional Services Agreement attached hereto as “Exhibit A” and authorizes the Mayor and/or Town Administrator to execute same on behalf of the Town.

Section 2. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 9TH day of January, 2023.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 9th day of January, 2023, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Warm Springs Consulting, LLC, an independent contractor ("Consultant").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract.

II. REPORTS, DATA AND WORK PRODUCT

A. The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform the Scope of Services. All documents provided by the Town to Consultant shall be returned to the Town. The Consultant is authorized by the Town to retain copies of such data and materials at the Consultant's expense.

B. Other than sharing information with designated third parties as previously directed by the Town, no project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure.

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

D. Upon request, Consultant shall provide to the Town electronic versions of all work product, in the format directed by the Town.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed the budgeted amount per request/project. The method and manner of payment shall be as specified in **Exhibit B**, attached hereto and incorporated herein by this reference. The maximum amount specified herein shall include all fees and expenses incurred by the Consultant in performing all services hereunder.

B. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the Town, the Scope of Services shall be complete and Consultant shall furnish the Town the specified deliverables as provided in **Exhibit A**.

V. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by the Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by the Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than ten percent (10%) of the work required

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

VI. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, two million dollars (\$2,000,000) disease – policy limit, and two million dollars (\$2,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and two million dollars (\$2,000,000) general aggregate.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this

Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

VII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant.

VIII. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

IX. CONFLICT OF INTEREST

Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

X. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

XI. WORKERS WITHOUT AUTHORIZATION

A. Certification. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

(1) If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the

subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

D. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with this Agreement.

E. If Consultant does not have employees, Consultant shall sign the “No Employee Affidavit” attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the “Department Program Affidavit” attached hereto.

XII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the Town, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

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

Consultant: Marty Deline
Warm Springs Consulting, LLC
PO Box 1480
Fairplay, CO 80440

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the Town not to be performed during the current fiscal year is specifically made subject to appropriation of funds for such performance. Should the Town's governing body not appropriate funds for the performance of this contract in any future fiscal year this Agreement shall automatically terminate without further action by the parties.

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

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

CONSULTANT

By: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2023, by _____, as _____ of Warm Springs Consulting, LLC.

Notary Public

EXHIBIT A

WARM SPRINGS CONSULTING, LLC OPERATOR IN RESPONSIBLE CHARGE (ORC) DUTIES AND SERVICES

Contractor is hired to act as the Operator in Responsible Charge ("ORC") for the Town's Water Treatment Facility ("WTF") in accordance with Regulation 100 of the Colorado Department of Public Health and Environment ("CDPHE") operator certification requirements.

Pursuant to the Agreement, and Contractor shall:

Protect the public health and the environment in the conduct of all duties, be accountable for the operation and maintenance of the water or wastewater facility and be responsible for understanding the requirements of the applicable permits, laws and regulations. These duties include the following:

- a) Controlling, supervising or actively participating in the planning, operation and maintenance of a water or wastewater facility;
- b) Making process control and system integrity decisions on the operation and maintenance of the water or wastewater facility;
- c) Making decisions and initiating actions regarding the operation of the water or wastewater facility in a timely manner;
- d) Inspecting and testing new, modified, or repaired facilities prior to placing or returning such facilities into service;
- e) Developing maintenance programs;
- f) Developing and maintaining a written operating plan as described in section 100.12.6 as appropriate;
- g) Reporting instances of non-compliance or situations that could result in non-compliance as appropriate to facility owners and the Department;
- h) Being on call for emergencies and coordinating emergency response and repair to the water or wastewater facility and system;
- i) Serving as a liaison in communication with CDPHE, consulting engineers, contractors, and all third parties having business dealings associated with the water or wastewater facility and system.
- j) Actively participate in planning and projects associated with the construction, operation and maintenance of the water or wastewater facility.
- k) Develop standard operating procedures (SOPs) for optimal system operation.
- l) Provide cross-training to other operators.
- m) Encourage other operators to become certified or upgrade their certifications.
- n) Maintain centrally-located, easily accessible system information.
- o) Stay informed about regulatory requirements and best practices to help ensure optimal system operation and system compliance
- p) Perform all required reporting in accordance with regulatory and/or permit requirements.
- q) Perform recordkeeping in accordance with regulatory and/or permit requirements.
- r) Develop, update and implement an Operations and Maintenance Plan/Manual .
- s) Develop and maintain a schedule of required sampling and perform follow-up responsibilities.
- t) Schedule and attend inspections/sanitary surveys
- u) Perform or supervise the duties enumerated in 100.11.2 (Exhibit 1)
- v) Develop maintenance programs.
- w) Ensure practice of property security procedures.
- x) Attend quarterly Board of Trustee Meetings to report on responsibilities and activities.

EXHIBIT 1

100.11.2 Certified operators shall protect the public health and the environment by properly performing and/or supervising the activities pertinent to controlling the operation of a water or wastewater facility in accordance with a written operating plan as described in section 100.12.6 as appropriate to their level of certification, including but not limited to the following:

- (a) controlling the selection of or flow from a source to a water or wastewater facility and controlling the selection of or flow from a water or wastewater facility to a receiving body or system;
- (b) controlling the processing of raw and/or treated and/or finished water/wastewater;
- (c) preparing and/or controlling chemical addition for water or wastewater treatment;
- (d) observing and taking necessary actions in response to variations in operating conditions;
- (e) interpreting meter and/or gauge readings and adjusting facility processes based on such interpretations;
- (f) controlling the operation and maintenance of valves and/or gates;
- (g) controlling the operation and maintenance of pumps;
- (h) maintaining logs and/or records;
- (i) collecting and/or analyzing process control samples; and
- (j) reporting instances of non-compliance or situations that could result in non-compliance to the certified operator in responsible charge.

EXHIBIT B**COMPENSATION**

Compensation. For the Services provided by the Consultant pursuant to **Exhibit A.** Consultant shall receive compensation in the amount of Five Thousand Dollars (\$5,000.00) per month. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.



Town of Fairplay
 901 Main Street • P.O. Box 267
 Fairplay, Colorado 80440
 (719) 836-2622
 www.fairplayco.us

STAFF MEMO

TO: Board of Trustees for the Town of Fairplay
FROM: Janell Sciacca, Town Administrator
RE: Resolution No. 5, Series of 2023 – Water Tap / Plant Investment Fees
DATE: January 9, 20232

SUMMARY/BACKGROUND:

The Town's Public Water Utility is a cost-based entity (Enterprise Fund) that relies solely on user fees to operate. Costs and revenues must be balanced in order to maintain operations and keep utilities in line with ever-increasing state and federal standards. In 2022 Staff recommended the Board discuss increasing Tap / Plant Investment Fees due to the fact that the Town had not increased these fees since 2004, and the Town leaders were responsible for ensuring the system is able to provide sufficient and exceptional quality water to the community both now and also in the future.

All new customers who request water service are required to pay tap fees. These one-time charges are a way for the utility to recover a portion of the cost for system capacity and water rights obtained for new customers and also to ensure that growth pays for growth and existing customers will not be impacted by new development. The Town is facing rising operational costs, aging infrastructure and increasingly stringent regulatory requirements. Therefore, increasing Tap / Plant Investment fees will allow the Town to better fund the system ensuring water availability of water for all. In 2022, in conjunction with a project in progress to bring a dormant Infiltration Gallery and Well online, the Trustees approved an agreement with consultant Ken Hardesty of Hardesty Engineering & Mapping, LLC for the completion of a related Water Tap Fee Study. Hardesty has completed that study while concurrently working on an Asset Inventory and Capital Improvement Plan which is required to obtain a State Revolving Fund Loan from the Colorado Department of Public Health and Environment for the gallery and well. That study is attached to Resolution No. 6 as Exhibit A and recommends the Board adopt fees as follows:

Tap size	SFE	Fee
3/4"	1	\$9,400
1"	1.8	\$16,920
1-1/2"	4	\$37,600
2"	7	\$65,800
3"	16	\$150,400
4"	28	\$263,200

“Where History Meets the High Country”

RECOMMENDATION:

Staff recommends the Board approve the proposed Water Tap / Plant Investment (PIF) Fees by adopting Resolution No. 6, Series of 2023 as presented by motion, second, and a roll call vote.

ATTACHMENTS:

1. Resolution No. 6, Series of 2023
2. Exhibit A – Water Tap Study

TOWN OF FAIRPLAY, COLORADO**RESOLUTION NO. 5
(Series of 2023)****A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE, INCREASING THE WATER TAP / PLANT INVESTMENT CONNECTION FEES FOR THE TOWN.**

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 § 31-35-402(1)(f), C.R.S., to prescribe, revise and collect fees for providing water service; and

WHEREAS, the Board of Trustees, acting by and through the Town of Fairplay Water and Wastewater Enterprise Board, (the “Board”) has the power, pursuant to Fairplay Municipal Code Chapter 2, Article VII, Sec. 2-7-50, to establish connection charges for providing water service; and

WHEREAS, the Board engaged a professional consultant to review the Town's water utility rate structure and to make recommendations to the Board to ensure that the Town is adequately funding existing operations, equipment repair and replacement, other capital improvement plans and debt service; and

WHEREAS, based on recommendations presented to the Board in the report attached hereto as “Exhibit A,” the Board has determined that the Water Tap / Plant Investment fees for the Town should be modified and increased as needed to meet the financial demands of operating the system and servicing existing and future debt related to the system's capital improvements and to provide for adequate reserves for future capital needs; and

WHEREAS, the Board also finds that the increase of water tap / plant investment fees will promote a financially sound water system and ensure the provision of adequate water thereby promoting the health, safety and general welfare of the Fairplay community; and

WHEREAS, the Board of Trustees (the “Board”), pursuant to Fairplay Municipal Code Chapter 13, Article I, Sec. 13-1-60, shall set fees by Resolution based on the size of the tap; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE:

Section 1. Recitals. The foregoing recitals are hereby incorporated as conclusions, determinations, facts, and findings of the Board of Trustees.

Section 2. Plant Investment Fees. In accordance with Section 13-1-60(f) of the Fairplay Municipal Code, all water tap and service connections to the Town's water system shall pay one-time tap fees (for new taps only) as follows:

Section 3. Severability. It is hereby declared to be the intention of the Board of Trustees of the Town of Fairplay, Colorado that the sentences, clauses and phrases of this resolution are severable, and if any sentence, clause or phrase of this resolution be declared unconstitutional or invalid by the valid judgment or decree of Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sentences, clauses or phrases of this resolution

Section 4. Effective date. This resolution shall become effective upon adoption.

ADOPTED this 9th day of JANUARY, 2023.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



Town of Fairplay

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

STAFF REPORT

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: New Business Item F – Resolution No. 6, Series of 2023 Fee Schedule

DATE: January 9, 2023

BACKGROUND/ANALYSIS:

Section 4-4-10 of the Fairplay Municipal Code is written as follows:

Sec. 4-4-10. Fees set by resolution; review.

Except as may be otherwise established by individual ordinance, fees, assessments or charges for permits, licenses or services as called for in this Code shall be set from time to time by resolution duly adopted by the Board of Trustees. The Town Clerk shall regularly review all fees, assessments and charges and shall make recommendations on the same to the Board of Trustees as he or she deems necessary and prudent. It is the intent of the Board of Trustees that all municipal fees and charges shall, at a minimum, be reviewed annually in conjunction with the adoption of the Town's annual budget, and that additions, deletions or adjustments in such fees and charges shall be adopted and become effective by resolution at the commencement of each new fiscal year as part of the Town's annual budget process. A failure to conduct an annual review of any fee, assessment or charge shall not in any way affect the continuing validity thereof, and all fees, assessments and charges shall remain in full force until amended by subsequent resolution or ordinance adopted by the Board of Trustees.

The Fairplay Fee Schedule updated last year in March of 2022 and then again in June when the Town contracted with Charles Abbott Associates and adopted new Building Permit fees recommended by them. This particular schedule does include increased Tap / Plant Investment (PIF) Fees recommended in the Tap Fee Study completed by Ken Hardesty and proposed for adoption via Resolution No. 5 as well as much needed changes discussed by Scot Hunn and I for Development related fees. Staff is continuing to review Impact Fees or Fees-in-lieu and will bring back recommendations to the Board on those items separately as part of the Unified Development Code update. We will also be looking into whether or not the Town can impose a Debt Service fee for the Water Enterprise. Such fee would, if imposed, would be assessed to each water user and would be adjusted annually to help fund Water System Improvements.

STAFF RECOMMENDATION

Following discussion and questions, Staff recommends the Board approve Resolution No. 6, Series of 2023, as presented by motion, second and a roll call vote.

Attachments:

- Resolution No. 6, Series of 2023
- Exhibit A "Schedule of Fees"

"Where History Meets the High Country"

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 6
(Series of 2023)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY,
COLORADO, ADOPTING A SCHEDULE OF FEES FOR 2023.**

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 Chapter 4, Article IV, Sec. 4-4-10 of the Fairplay Municipal Code, to prescribe, revise and collect fees for permits, licenses and services; and

WHEREAS, the Town Clerk has reviewed current services and fees and is recommending appropriate adjustments to cover related costs of the aforementioned; and

WHEREAS, the Board of Trustees has reviewed the recommended changes as prepared and presented by Staff and finds them to be necessary and prudent for maintaining the Town's financial stability; and

WHEREAS, the Board of Trustees desires to adopt the updated Fee Schedule for the calendar year of 2023;

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

Section 1. Fees for permits, licenses and services as outlined in attached **Exhibit “A”** are hereby adopted, shall become effective upon adoption, and shall replace all supersede all prior Resolutions establishing Town fees.

RESOLVED, APPROVED AND ADOPTED THIS 9th day of January, 2023.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

TOWN OF FAIRPLAY, COLORADO
SCHEDULE OF FEES
Effective January 10, 2023 Per Sec. 4-4-10

DEPARTMENT / ITEM			AUTHORITY	NOTE(S)
ADMINISTRATION				
Copies - B&W	8 1/2 x 11 Letter	\$.25 / page	C.R.S. 24-72-205	Color May Be Slightly Higher
	8 1/2 x 14 Legal	\$.50 / page		Bulk Requests Will Be a Flat Fee
	11 x 17 Ledger	\$1.00 / page		
Fax	Send	\$1.00 / page		
	Receive	\$1.00 / page		
Insufficient Funds	NSF Returned Check Fee	\$35.00	Sec. 13-1-210	Current TBK Fee
Manual / Plan / Code Copies	Based on Plan Type/Size	\$5.00-\$25.00		
Municipal Code	USB Flash Drive	\$15.00	Sec. 1-3-110	
	Hard Copy Book With Tabs	Codifier Rate		
Notary Service	Depends on Service Type	\$0.00 - \$5.00		No Closing Documents
Recording Costs	As Applicable and Based on County Fees			
Town Hall Mtg Room Rental*	1/2 Day Weekday (Up to 4 Hrs)	\$10.00		Waived for Not For Profit
	Full Day Weekday (Over 4 Hrs)	\$20.00		
	Weekend	\$30.00		
	Event Cleaning Deposit	\$100.00/hr		1 Hr. Min Charge When Applicable
Special Meetings	Fees for Accomodating Time Constraints	Staff & Attorney Costs	Sec. 2-2-70(c)	Reasonable Costs for Time
TOWN CLERK				
Animal				
Dog License (Annual)	Unaltered	\$10.00	Sec. 7-6-160(d)	Limit of 3 Dogs / Dwelling Unit
	Nuetered / Altered	\$5.00		
	Replacement /Duplicate License	\$1.00		
Livestock Permit	Fowl or Rabbit	\$5.00/each	Sec. 7-7-40	Application Fee Non-Refundable
	Annual Maximum Per Property	\$25.00		Max 12 fowl, rabbit, similar/acre
	Horse, Cow, Sheep, Goat, Llama (25lbs+)	\$25.00	Sec. 7-7-50	1 acre / equine or bovine; 2,000 s.f. / goat, sheep, etc. w/ max of 4 / acre

Business Licenses	Initial Application	\$25.00	Sec. 6-1-40 (a)	50
	Annual Renewal	\$25.00		
	Late Renewal Charge After January 31	\$12.50 or 50% Fee	Sec. 6-1-40 (b)	
	Massage Parlor License - New	\$350.00	Sec. 6-1-110(a)	
	Massage Parlor License - Annual Renewal	\$150.00		
	Sexually Oriented Business License	\$350.00 + \$75.00 Mngr Reg	Sec. 16-27-190	
	Special Event Business License	\$10.00	Sec. 6-1-100	
	Peddler/Solicitor/Transient	\$50.00/year \$20.00/5 Consecutive Days	Sec. 6-1-120(c)	
Short-Term Rental License	Lodging Tax Per Night Per Occupied Room	\$2.00	Sec. 6-3-30	<i>Voter Approved April 1, 2008</i>
	New License Application Fee	\$300.00	Sec. 6-5-20 (a)	
	Annual Renewal Application Fee	\$300.00	Sec. 6-5-20 (a)	
	Penalty for Operating Without a License	\$150.00 or Denial of License	Sec. 6-5-20 (a)	
Fireworks Permit	Public Display Application Fee	\$100.00	Sec. 10-9-30(a)	
Liquor Licenses*				
Application Related Fees	New Retail	\$1,000.00	Sec. 6-2-40	<i>*See CDOR Liquor Enforcement Fee Schedule DR8500</i>
	Annual Renewal	\$100.00		
	Late Renewal	\$500.00		
	Ownership Transfer	\$750.00		
	Change of Location	\$750.00		
	Corporate/LLC Change	\$100.00/Member		
	Manager Registration	\$30.00		
	Special Event	\$100.00	Sec. 6-2-110(f)	
	Tastings Permit	\$25.00	Sec. 6-2-90(c)	
	Temporary Permit	\$25.00	Sec. 6-2-60	
Annual License Fee	Beer & Wine	\$48.75		<i>*See CDOR Liquor Enforcement Fee Schedule DR8500</i>
	Brew Pub	\$75.00		
	Club	\$41.25		
	Distillery Pub	\$75.00		
	Fermented Malt Beverage	\$3.75		
	Hotel & Restaurant	\$75.00		
	Retail Liquor Store	\$22.50		
	Tavern	\$75.00		
	Vinter's License	\$75.00		
Noise Permit	Application Fee	\$25.00	Sec. 10-10-70(a)	

Records Requests	Research & Retrieval Fee	\$33.58/hour	C.R.S. 24-72-205(6)(b)	1st Hour is Free	51
	Copies	See Administration		Bulk Rate for Large Requests	
	Audio	\$15.00			
	Video	\$25.00			
	Electronic Transmittal	No Fee			
COURT					
Court Fees	Court Costs	\$31.00	Sec. 2-4-110		
	Default Judgement Fee	\$30.00	C.R.S.		
	Failure to Appear Fee	\$30.00			
	Training & Equipment Surcharge	\$15.00	Sec. 2-4-90		
	Transcript - CD Only	\$15.00			
	Warrant Fee	\$50.00			
	Witness Fees	Same as District Court	Sec. 6-3-140		
	Copies	See Administration			
CEMETERY					
Burial Fees	Casket Opening / Closing	\$300.00			
	Cremains Opening / Closing	\$150.00			
	Weekend/Holiday Service Charge	\$225.00			
	Monument Deposit (Refundable)	\$300.00/each			
	Cremation Hole	\$50.00			
	Casket Disinternment	\$100.00			
	Cremains Disinternment	\$50.00			
PARKS / RECREATION / EVENTS					
Permits & Licenses	Commerical Fishing Permit	\$150.00 + 5% of Gross Revenue	Sec. 6-4-20	Proof of insurance required	
	Gold Panning Permit	\$10.00/daily \$40.00/weekly \$100.00/annually	Sec. 11-3-20 to 60	Use of hand tools only & gravity flow sluice. Electrical or hand-pump sluice devices prohibited. Limit of 1 Gal Matl.	
	Violation Penalty	\$100.00 + Restitution			
	Street Closure / Parade Permit	\$10.00/half day	Sec. 16-1-100(a)		
	Fairplay Reservoir / Beach Camping Permit	\$10.00/day (4 Day Limit)	Sec. 11-4-60	See Beach & Reservoir Regulations	
	Special Event Permit	Event Organizer Fee	Sec. 16-1-100(a)	For Vendor Without Bus License	
Park Pavilion Rental Fees	Cohen Park W/ Electricity	\$10.00 4 Hrs/\$20.00 Full Day	Sec. 11-5-20	Deposit May be Required Based	
	Beach W/Out Electricity	\$10.00 4 Hrs/\$20.00 Full Day		ons size of group	
	Cemetery W/Out Electricity	\$10.00 4 Hrs/\$20.00 Full Day			
	Event Cleaning Deposit	\$100.00/hr		1 Hour Minimum Charge	

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Buildings Permits, Fees & Taxes

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

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

Building Permit

Sec. 16-2-40

A. Permit Application Fee

Determined by Building Permit Fee

Schedule for valuation listed below for each type of work.

Initial Plan Review Fee

65% of total permit fees

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

B. Building Permit Fee Schedule - Table 1a

<u>TOTAL VALUATION</u>	<u>RATE</u>
1.) \$0 to \$2,000	\$85.40
2.) \$2,001 to \$25,000	\$85.40 for the first \$2,000, plus \$15.77 for each additional \$1,000, or fraction thereof, up to and
3.) \$25,001 to \$50,000	\$448.11 for the first \$25,000 plus \$11.49 for each additional \$1,000, or fraction thereof, to and including \$50,000.
4.) \$50,001 to \$100,000	\$735.36 for the first \$50,000 plus \$7.88 for each additional \$1,000, or fraction thereof, to and
5.) \$100,001 to \$500,000	\$1,129.36 for the first \$100,000 plus \$6.30 for each additional \$1,000, or fraction thereof, to and including \$500,000.
6.) \$500,001 to \$1,000,000	\$3,649.36 for the first \$500,000 plus \$5.35 for each additional \$1000, or fraction thereof, to and including \$1,000,000.
7.) \$1,000,001 and up	\$6,324.36 for the first \$1,000,000 plus \$4.11 for each additional \$1,000, or fraction thereof.

C. Specialized Permit Fee Schedule and Other Fees**53**

<u>TYPE</u>	<u>RATE</u>
1.) Permit fee if work commenced before required permit issuance.	Double Applicable Fee
2.) Air Conditioning/Evaporative Cooler	\$200.00
3.) Demolition / Excavation	\$165.00
4.) Fence (over 6 ft. in height)	\$85.00
5.) Residential Mechanical	\$200.00
6.) Deck	\$200.00
7.) Non-structural re-roof	\$200.00
8.) Siding	\$200.00
9.) Small Sign (No foundation)	\$80.00
10.) Water Heater	\$200.00
11.) Window Replacement	\$90.00
12.) Repair or replace Existing Gas or Water Line for Singlefamily Dwelling	\$65.00
13.) Building Permits for which no fee is specifically indicated	\$60.00 per inspection
14.) Inspections outside of normal inspection days and hours. (Note: Fees to be charged directly to applicant. 2 hours minimum.)	\$120.00
15.) Re-inspection Fees (Work not ready for inspection or called for when corrections weren't made.)	\$80.00
16.) Inspections and/or Code Enforcement / investigation for which no fee is specified.	\$120.00 hourly
17.) Additional Plan Review required by changes, additions, or revisions to the approved plans.	\$100.00 hourly
18.) Stock/Same as Plan Review - No Change. Plan Review Fee	\$140.00
19.) Stock/Same as Plan Review - Minor Change. Plan Review Fee	\$280.00

D. Factory Built, Manufactured, and Mobile Home and General Move & Set Permit Fee Schedule Sec. 18-14-30

<u>PERMIT</u>	<u>RATE</u>
1.) Pre-Move Inspections within 30 miles of Town	\$220.00
2.) Pre-Move Inspections over 30 miles from Town	Based on travel costs.
3.) Block & Tie	\$480.00
4.) Temporary/Accessory	\$100.00

5.) Permanent Foundation

Fee will be calculated on valuation of foundation, any finishes other than the premanufactured structure, and any accessory structures such as decks, garages, etc. PLUS \$480.00.

E. Electrical Permit Fees

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

<u>TYPE</u>	<u>RATE</u>
1.) Equal to or less than 1,000 square feet.	\$129.95
2.) Over 1,000 square feet and not more than 1,500 square feet.	\$195.50
3.) Over 1,500 square feet and not more than 2,000 square feet.	\$262.20
4.) Greater than 2,001 square feet (\$262.20 + \$11.50 each additional 100 square foot.)	\$262.20 + \$11.50 each additional 100 square feet
5.) Residential Solar Device	\$500.00

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

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

Fees and Bonds

Condominiumization Inspection Fee	Sec. 16-23-40(B)
Performance / Security	Unpaved \$1,000.00 / + \$5.00/s.f. resurfacing area Paved \$2,000.00 / +20.00/s.f. paving area
	<i>Refundable After 1 Year Upon Approval by Town Engineer</i>

Surcharge

Applicable to All Building Permits	10%	5% Parks / 5% Streets	<i>Surcharge may be higher at Town's discretion based on project</i>
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PLANNING & DEVELOPMENT
55

Land Use	Annexation	\$2,500.00	Sec. 16-2-40	<i>Higher fees may apply for large acreages</i>
	Disconnect/Deannexation	\$2,500.00		
	Rezoning			
	Residential	\$500.00		
	Commercial	\$1,000.00		
	PUD	\$2,000.00		
	Special Use Permit	\$500.00	Sec. 16-6-30(A)	
	Variance	\$500.00		
Subdivision Fees*	Major - Residential	\$500.00 + \$25.00/lot	Sec. 16-13-20(A)	\$5,000 Deposit Required
	Major - Non-residential	\$750.00 + \$25.00/lot	Sec. 16-14-10(B)	\$5,000 Deposit Required
	Preliminary Plan / Plat			
	Final Plan / Plat			
	Minor - Residential	\$300.00 + \$25.00/lot	Sec. 16-13-20(A)	\$5,000 Deposit Required
	Minor - Non-residential	\$500.00 + \$25.00/lot	Sec. 16-15-20(B)	\$5,000 Deposit Required
Subdivision Exemption	Lot Line Adjustment	\$500.00+costs		
	Lot Line Elimination	\$500.00+costs		
PUD	PUD Concept Plan	\$500.00 + \$25/lot		\$1,000 Deposit Required
	PUD Preliminary Plan	\$1,000.00 + \$25/lot		\$5,000 Deposit Required
	PUD Final Plan	\$500.00 + \$25/lot		\$5,000 Deposit Required
Professional Fees/Costs*	Deposit	Based on Application Type	Sec. 16-2-40(A)	<i>Required to cover reasonable costs of review by outside contractors</i>
	Planning Fees	Per PSA Approved by Board		
	Engineering	Per PSA Approved by Board		
	Other	Per PSA Approved by Board		
Other	Appeal (Administrative or BOA)	\$300.00	Sec. 16-23-20; Sec. 16-22-100	
	Certificate of Appropriateness	\$10.00	Sec. 16-8-100	
	Encroachment License	\$150.00		
	Land Dedication Fee	Land or Cash	Sec. 16-18-20	
	Parks/Open Space Fee - SFR	\$500.00/per unit	Sec. 16-18-20	
	Parks/Open Space Fee - MF	\$350.00/per unit	Sec. 16-18-20	
	Parking Plan	\$50.00		
	Public Facilities Fees - Nonresidential	8% of Market Land Value	Sec. 16-18-20(B)	
	Public Notice & Hearing Related Fees	Actual Costs	Sec. 16-2-40(D)	
	Subdivision/Development Improvement Agmt	\$100.00		

POLICE**56**

Fees & Charges	VIN Inspection	\$10.00	Sec. 2-5-20
	VIN Certification	\$20.00	
	Records Copies	\$2.00/page	
	Records Search	\$25.00	
	PBTs	\$10.00	
	Civil Standby/Document Service Fee	\$25.00/hour	
	Towing/Impound Fees	Payable to Towing Co.	Sec. 8-2-20
	Burn Permit	Issued by Fire District	Sec. 7-2-130
	Fines & Fees	SEE SEPARATE SCHEDULE	

PUBLIC WORKS

Permits	Street Access / Cut / Excavation Permit	\$550.00	Sec. 11-1-20/40	Performance Bond/Security Req'd
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WATER

Bulk Water	In Town Resident	\$5.70/1,000 gallons	Sec. 2-7-40	
	Out of Town Resident	\$11.40/1,000 gallons		
Plant Investment Fee	3/4" Tap / 1.0 SFE	\$9,400.00	Sec. 13-1-60	
	1" Tap / 1.8 SFE	\$16,920.00		
	1 1/2" Tap / 4.0 SFE	\$37,600.00		
	2" Tap / 7.0 SFE	\$65,800.00		
	3" Tap / 16.0 SFE	\$150,400.00		
	4" Tap / 28.0 SFE	\$263,200.00		
	Outside User Fees	Double		
	Fire Protection Only Tap	25% of PIF + Tapping Charges,	Sec. 13-1-80	
Water Service / Usage Fees	3/4" Tap / 1.0 SFE	\$34.00 + \$5.70 / 1,000 Gal	Sec. 13-1-60 / 260	
	1" Tap / 1.8 SFE	\$61.20 + \$5.70 / 1,000 Gal	Sec. 13-1-10	
	1 1/2" Tap / 4.0 SFE	\$136.00 + \$5.70 / 1,000 Gal		
	2" Tap / 7.0 SFE	\$238.00 + \$5.70 / 1,000 Gal		
	3" Tap / 16.0 SFE	\$544.00 + \$5.70 / 1,000 Gal		
	4" Tap / 28.0 SFE	\$952.00 + \$5.70 / 1,000 Gal		
	Outside / Non-Resident User Fees	Double	Sec. 13-1-270((f)	
Other Fees	Accessory Dwelling Unit (.5 sfe / 400-850 sf)	\$2,280.00 - \$4,845.00	Sec. 16-7-10 (I)	Water Service Expansion/Connection Fee
	Access to Meter Fee	3 Times Regular Base Fee	Sec. 13-1-290	Shut Off May Occur After 3 Months
	After Hours/Weekend/Holiday Mnt/Repair Fees	3 Times Regular Base Fee	Sec. 13-1-280	
	Backflow Testing - Town Service	\$75.00		
	Backflow Testing Past Due Fee (31-60 Days)	\$150.00	Sec. 13-2-20(e)	
	Backflow Testing Past Due Fee(61+ Days)	\$500.00		
	Debt Service Fee	TBD As Necessary		Atty is Looking Into Amending Ord
	Delinquent Account Fee	\$5.00/month + 1% Interest on Balance		

Failure to Provide Meter Access	\$20.00/incident		
Failure to Pay/Code Violation	\$150.00	Sec. 13-1-210	
Lien Charge	\$100.00 + Recording/Other Fees	Sec. 13-1-240(a)	
Unauthorized Water Turn On	\$150.00		
Discontinuance of Service	\$100.00	Sec. 13-1-130	Basic Monthly Use Fee Still Applies
Water Account Lease Holder Fee	\$156.00	Sec. 13-1-230	
Water Shut Off / Turn On	\$25.00 / ea	Sec. 16-1-210	
Water Shut Off / Turn On - After Hours	\$50.00 / ea		
Water Supply Protection District Permit	Testing, Engineering, Inspection	Sec. 13-3-70(a)	
Waste of Water Penalty	\$150.00	Sec. 13-1-160	
Unauthorized Furnishing of Water Violation	\$150.00 + Penalty	Sec. 13-1-170	Penalty is double water use fee

WASTEWATER

System Investment Fee (SIF)	1 - EQR (Equivalent Residential Unit)	\$8,351.00	Sec. 2-7-40
	1 - EQR (Outside User)	Double	
Wastewater Service Fee	1 - EQR User Fee	\$60.00	
	1 - EQR (Outside User)	Double	
Other Fees	ADU Sewer Service/Expansion Fee	TBD	Sec. 16-7-10 (I)
	Delinquent Account Fee	\$5.00/month + 1% Interest on Balance	
	Disconnect / Reconnect Fee	\$1,000.00 / ea	
	Failure to Install Grease Trap/Interceptor	Per Section 1.9(K) of Rules	
	Failure to Maintain Grease Trap/Interceptor	50% of monthly use fee	
	Improper Discharge of Sewage	\$500.00 or Actual Cost of Damages	
	Inclusion Application	\$200.00 + Attorney Fees	
	Lien Charge	\$100.00 + Recording/Other Fees	
	Line Extension Inspection Fee	\$3.00/l.f. of Sewer Main	
	Line Extension Plan Review Fee	Costs of Engineering Review	
	Post Construction Bond	\$500.00	
	Reinspection Fee	\$75.00	

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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www.fairplayco.us

STAFF REPORT

TO: Mayor and Board of Trustees

FROM: Nina P. Williams, Town Attorney

RE: Public Hearing Item A – Ord. 1, Series of 2023 Granting Duplexes in the Single Family Residential (SF-Res) Zone District and Deed-Restricted Workforce Housing

DATE: January 9, 2023

BACKGROUND/ANALYSIS:

In autumn of 2022, the Town was notified that CDOT has full funding to build a workforce housing development on their property at Hathaway and 8th. Park County is also moving forward to redevelop their property for workforce housing at 5th and Clark. Therefore, in order to obtain the maximum opportunity for grants, funding and financing that potentially exist on the state level, the Town wants to incorporate additional qualifying housing strategies set forth by the Colorado Department of Local Affairs (DOLA). In 2022, the Town Board adopted various qualifying strategies, and is now interested in incorporating more into Town Code and policy to continue the efforts to address and ameliorate the shortage of workforce housing in the community.

Specifically, House Bill 21-1271, entitled Department of Local Affairs Innovative Affordable Housing Strategies, established programs offering state assistance to local governments to promote the development of innovative affordable housing strategies in a manner that is compatible with best local land use practices, and made an appropriation for such housing development. Two such strategies identified by DOLA were: (1) granting duplexes as a use by right in single-family residential zoning districts; and (2) the classification of a proposed affordable housing development as a use by right when it meets the building density and design standards of a given zoning district. The attached Ordinance addresses these two qualifying housing strategies.

STAFF RECOMMENDATION

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

Attachments:

- Ordinance No. 1, Series 2023

“Where History Meets the High Country”

TOWN OF FAIRPLAY, COLORADO

ORDINANCE NO. 1 (SERIES 2023)

AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 16 OF THE FAIRPLAY MUNICIPAL CODE, REGARDING DUPLEXES IN THE SINGLE FAMILY RESIDENTIAL (SF-RES) ZONE DISTRICT AND DEED-RESTRICTED WORKFORCE AFFORDABLE 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 Board also possesses the authority to adopt and enforce zoning regulations;

WHEREAS, under such authority, the Board has previously adopted land use and zoning regulations relating to residential uses and zoning districts, codified in Chapter 16 of the Fairplay Municipal Code (the “Code”);

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

WHEREAS, to further increase attainable housing opportunities to the community’s workforce, the Town now wishes to amend Chapter 16 of the Code to permit duplexes as a use by right on parcels in the Single Family Residential (SF-Res) zone district;

WHEREAS, to additionally increase attainable housing opportunities to the community’s workforce, the Town also wishes amend Chapter 16 of the Code to classify and clarify workforce affordable housing, which is deed-restricted, as a use by right on parcels in the Single Family Residential (SF-Res), Multi-family Residential (MF-Res), and Transitional (T) zone districts, where it meets the applicable zone districts’ density, design and dimensional standards;

WHEREAS, House Bill 21-1271, entitled Department of Local Affairs Innovative Affordable Housing Strategies, concerning the establishment of programs offering state assistance to local governments to promote the development of innovative affordable housing strategies in a manner that is compatible with best local land use practices, and in connection therewith, making an appropriation, has identified two such strategies as granting duplexes as a use by right in single-family residential zoning districts and the classification of a proposed affordable housing development as a use by right when it meets the building density and design standards of a given zone district; and

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 authorize duplexes as a use by right on parcels in the single family zoning district, as well as to classify and clarify deed-restricted workforce affordable housing as a use by right when it meets the density, design and dimensional standards of the applicable zone districts.

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

Section 1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the Town of Fairplay Board of Trustees.

Section 2. Section 16-5-30 of the Fairplay Municipal Code, concerning the table of uses, is hereby amended to read as follows:

Sec. 16-5-30. Table of uses.

Table of Uses									
P=Permitted Use, S=Special Use, ■=Prohibited Use									
	Residential		Mixed Use	Commercial			Light Indus.	Public	
Land Use	SF-Res	MF-Res	T	TC	C	MU	LI	CC	POST
...									
Residential – Two-Family (duplex)	<u>S</u> <u>P</u>	P	P	■	■	■	■	■	■
<u>Residential – Workforce affordable housing with deed restriction</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>■</u>	<u>■</u>	<u>■</u>	<u>■</u>	<u>■</u>
...									

Section 3. Section 16-26-20 of the Fairplay Municipal Code, concerning Definitions, Unified Development Code, is hereby amended by the addition of the following term:

Sec. 16-26-200.- Definitions.

...

Affordable means when the amount spent by a household on rent (not utilities charged separately) or mortgage payments (principal, interest, and taxes) does not exceed thirty percent (30%) of the household's gross combined income.

...

Deed restriction means an enduring covenant placed on unites that identifies the conditions of ownership and occupancy of the units to eligible households, and may control the prices of for-sale units, initially and/or upon resale.

...

Workforce affordable housing means dwelling units restricted for occupancy by eligible households that meet size, for-sale price, and rental requirements and that are deed restricted in accordance with a covenant approved by the Fairplay Town Board.

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

Section 5. Effective Date. This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ, ADOPTED, AND ORDERED PUBLISHED this 9th day of January 2023.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator / Clerk

RE: Monthly Report

DATE: December, 2022 Monthly Report

PROJECTS

1. RIVER PARK PHASE 2

- CDOT and I met with representatives of DHM design in December. Because DHM did so much work on the project to date, they will be allowed to make any updates to the construction documents that CDOT might want to see and the Town does not have to re-bid the design phase. DHM will also be able to help us with environmental compliance. However, these may be outside the scope of the grant costs that the Town would have to pay but would allow more money to go toward completion of the overall project. This should also allow us to move quicker on the project.

2. INFILTRATION GALLERY / WELL #4

- December saw Ken Hardesty and his team completing more work on documentation required for the SRF Loan program. The Town has been notified it does qualify for Loan forgiveness which would be lined out in the loan agreement, and we are anticipating being able to apply by February 15, receive the award in late April for summer construction and early fall project completion. We were also notified that the Town WILL NOT be required to raise its monthly service fees.

3. 501 MAIN

- The exterior renovations were set to go out for RFP in January, but will now be delayed due to the accident that occurred on December 30. There are structural damages to a header, and we are working with CIRSA to obtain a structural assessment and adjustor's estimate for repair. Unfortunately, the driver was not insured.

4. TRANSIT STUDY AND TRANSIT PROGRAM

- The Town took possession of one of the transferred buses on December 7, 2022 during the Park County Transit Study Local Coordinating Council meeting held at the Park County offices (see photo below). The other bus transfer documents are in process at CDOT but require additional steps due to the fact that the Care Center is no longer in operation. We will hopefully receive the final documents and the bus by end of January which will be just in time to reveal them to the community during the Mardi Gras event where we hope to use one of them to shuttle event-goers to and from the party which will reduce parking impacts on the surrounding community and as well as the risks of attendees driving home intoxicated.
- I also attended a CDOT Transit Hub stakeholder meeting to identify and discuss potential Hub sites within Town limits. At that time CDOT accounted that the Hub could not incorporate a bus storage/maintenance facility if it was on CDOT property. Therefore, we are looking for County or Town property to locate the

facility and incorporate a comprehensive facility for the State buses, Summit Stage, the Town shuttles and potentially School buses. We will hold a joint meeting sometime in January to further discuss opportunities.

EVENTS AND ACTIVITIES

- ✓ DOH conducted a Transformation Grant Programs webinar on November 29 and Town will look to submit Letter of Intent/Interest in January for GAP, Infrastructure and Homeownership Funding.
- ✓ Board of Trustees appointed Ray Douglas to vacant Board seat effective January 2023 upon end of his service as County Commissioner.
- ✓ A Real Colorado Christmas and Holiday Bazaar was held December 3 with the initial Chamber Chili Cook-Off and Holiday Tree Auction. All activities were very successful and plans are already underway on how to make them bigger and better in 2023.
- ✓ Park County Transit Hub Stakeholder meeting held December 6
- ✓ Park County Transit Study Local Coordinating Council meeting and Study Findings Presentation held December 7
- ✓ CDPHE/DOLA/Fairplay Public Needs Assessment meeting held December 7
- ✓ PPACG City/County/Town Managers meeting held December 8
- ✓ Quotes being obtained for replacement of windows and doors at Town Hall and grant will be applied for in 2023 to fund.
- ✓ Christmas Light Contest Judging occurred December 15.
- ✓ Public Notices made for January 23, 2022 required Public Hearing on SRF Loan.
- ✓ Short Term Rental Renewal notices were mailed to all current permit holders.
- ✓ Email and O365 migration kick-off meeting was held with Phoenix Technology. Project is scheduled for week of January 9.
- ✓ Created Job Description for Facilities Manager position and posted for that opening and a Police Officer. Will begin interviewing in early January.
- ✓ Alex Wagner will transition from Public Works to Town Hall to become the Special Projects Coordinator/GIS Technician assisting both me and Donovan on all special projects and Town-related business. He will also officially serve as the Town Floodplain Administrator while concurrently assisting Building Official Parag.

DEVELOPMENT / LAND USE

- ★ Staff held its monthly Development Review Meeting on December 12 going over each project for year-end for determination of status. Many applications saw no progress in December due to the holidays. However, one Subdivision Exemption Plat application was closed out and one new Minor Subdivision (administrative process) was taken in. Staff discussed the UDC update and was provided with a rough draft by Scot Hunn of the amended Zone Districts and PUD articles which will hopefully go to the Board in early February for review and possible approval. Staff also discussed updated development fees and deposits for adoption in January.





MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Donovan Graham, Director of Public Works

RE: Staff Report

DATE: January 9, 2023

Happy New Year!

During this slower time of year all of the Public Works staff have completed several trainings through the CIRSA online training program.

I am pleased to announce that Sean will be taking his Class D wastewater test today and I will report his results at the meeting. Chris will be taking his Class C water test next month and he will also be attending a Backflow training school the last week in February, so we'll have a certified backflow tester on staff.

The new boom lift has arrived, and the Public Works Staff would like to thank the Board for approving this purchase to add another piece of equipment to our inventory.

I am currently working on updating our street report for the HUTF. There were 14 missing streets on the old report this should be completed by the beginning of next week.

Town of Fairplay - Individual Well Production Data

	Well 1 (gal)	Well 2 (gal)	Well 3 (gal)	Monthly (gal)
Dec-23	925,458	740,169	1,293,670	2,959,297
Nov-22	788,747	713,701	1,133,726	2,636,174
Oct-22	880,870	845,956	1,380,261	3,107,087
Sep-22	943,018	966,788	1,610,984	3,520,790
Aug-22	1,270,994	1,147,087	2,004,689	4,422,770
Jul-22	1,338,854	953,189	1,792,938	4,084,981
Jun-22	1,181,982	784,967	1,505,235	3,472,184
May-22	937,356	607,968	1,160,391	2,705,715
Apr-22	901,205	579,729	1,092,477	2,573,411
Mar-22	911,916	586,701	1,090,625	2,589,242
Feb-22	828,909	531,882	972,218	2,333,009
Jan-22	901,541	583,894	1,052,144	2,537,579
Dec-21	914,759	576,695	1,060,845	2,552,299
Nov-21	876,563	583,714	1,048,972	2,509,249
Oct-21	1,085,427	779,760	1,432,878	3,298,065
Sep-21	1,304,614	956,774	1,863,722	4,125,110
Aug-21	1,100,385	1,300,920	1,995,430	4,396,735
Jul-21	1,069,883	1,396,690	2,029,124	4,495,697
Jun-21	1,204,249	1,122,587	1,612,302	3,939,138
May-21	1,237,321	707,596	1,005,307	2,950,224
Apr-21	1,119,949	603,099	844,727	2,567,775
TOTAL	21,724,000	17,069,866	28,982,665	67,776,531
	32.05%	25.19%	42.76%	

Town of Fairplay - Water Loss Evaluation

NOVEMBER, 2022

Year/Month	Gallons of Water Produced	Water Gallons Billed	Bulk Water Filled Gallons Sold	Gallons Not Billed (Non-revenue)	% Loss	Influent Intake Gallons Sanitation Plant	Usage/Leakage (Gallons)
22-Dec	2,959,297	2,077,000	3,000	885,297	29.92%	2,935,749	623,548
22-Nov	2,636,174	1,705,000	2,800	933,974	35.43%	2,725,199	510,975
22-Oct	3,107,087	1,672,000	3,000	1,432,087	46.09%	3,119,062	588,025
22-Sep	3,520,790	2,020,000	2,900	1,497,890	42.54%	2,748,647	1,372,143
22-Aug	4,422,770	2,731,000	6,500	1,685,270	38.10%	3,016,516	2,006,254
22-Jul	4,084,981	2,407,000	6,975	1,671,006	40.91%	3,129,599	1,555,382
22-Jun	3,472,184	2,157,000	3,200	1,311,984	37.79%	2,782,182	1,290,002
22-May	2,705,715	1,760,000	1,400	944,315	34.90%	2,801,428	504,287
22-Apr	2,573,411	1,670,000	1,100	902,311	35.06%	2,873,579	299,832
22-Mar	2,589,242	2,067,000	2,750	519,492	20.06%	3,073,850	115,392
22-Feb	2,333,009	1,832,000	2,700	498,309	21.36%	2,758,731	174,278
22-Jan	2,537,579	1,679,000	1,400	857,179	33.78%	3,092,156	45,423
21-Dec	2,552,299	1,939,000	1,000	612,299	23.99%	2,966,896	185,403
21-Nov	2,509,249	1,780,000	2,450	726,799	28.96%	2,677,502	431,747
21-Oct	3,298,065	2,422,000	2,850	873,215	26.48%	2,958,659	939,406
21-Sep	4,125,110	2,439,000	2,700	1,683,410	40.81%	3,028,952	1,696,158
21-Aug	4,396,735	2,781,000	1,700	1,614,035	36.71%	3,072,321	1,924,414
21-Jul	4,495,697	3,231,000	1,800	1,262,897	28.09%	3,498,456	1,597,241
21-Jun	3,939,138	2,577,000	5,025	1,357,113	34.45%	3,294,293	1,244,845
21-May	2,950,224	2,323,000	330	626,894	21.25%	3,282,436	267,788
21-Apr	2,567,775	2,046,000	1,690	520,085	20.25%	3,098,238	69,537
	TOTAL 67,776,531	TOTAL 45,315,000	TOTAL 57,270	TOTAL 22,415,861	Avg Loss 32.24%	TOTAL 62,934,451	Avg Use/Leak 830,575

Averages 3,227,454 2,157,857 2,727 1,067,422 2,996,879

Notes:

49 meters need to be repaired or replaced*

* The Town has been waiting for ordered meters since summer and will be looking to apply for DOLA grant in future to replace all meters.

21 need to be checked (vacant lots)

NWFPD has been requested to keep track of and report all tanker fills

American Leak Detection completed Town-wide inspection the week of 11/7

Chief Bo Schlunsen
FAIRPLAY POLICE DEPARTMENT



To: Fairplay Board of Trustees
From: Police Chief Bo Schlunsen
Date: 5 January , 2023
Re: January report to the Board

For the year of 2022, we have 267 case reports, of which 35 have been since my last report on 11-7-22. We are about the same as last year. There was an arrest involving about 150 fentanyl pills. The crash into 501 Main Street resulted in the following charges: defective vehicle, possession of meth, improper registration (14 years since last registered!), suspended license and no insurance. We've picked up somewhat over the last 7 weeks.

Since my last report on 11-7-22, we responded to 5 animal calls, 33 agency assists, 152 business checks, 11 citizen assists, 2 domestic disturbances, 7 neighbor disputes, 232 directed patrols, 3 drug related calls, 31 v.i.n. inspections, 5 arrests, 8 mental health calls, 2 alarms and 14 traffic citations, 7 traffic warnings and 7 crashes.

There have been no big trainings for any of us over the last two months. Sgt. Grover will be going to a leadership class this month.

Being on-call is working out OK. We're not being called out much. Dispatch is still down to a critical staffing level. The Sheriff's Department is still a long way from getting back to 24 hour coverage.



901 Main St ~ PO Box 267 Fairplay, CO 80440
P: 719-836-2840 F: 719-836-2849 Email: bschlunsen@fairplayco.us



Town of Fairplay
Building Department
Inspection Type Report
12/1/2022 - 12/31/2022

		Owner	Contractor	Project Description
109 Roof Sheating (4)				
Address	22186 HWY 285	2022-078	R and R Roofing	REMOVE EXISTIN METAL & EODM ROOFING, INTALL NEW SHIGLE ROOFING.
Status	Finaled	Issued	11/22/2022	
Use	COMMERCIAL			
Address	22186 HWY 285	2022-078	R and R Roofing	REMOVE EXISTIN METAL & EODM ROOFING, INTALL NEW SHIGLE ROOFING.
Status	Finaled	Issued	11/22/2022	
Use	COMMERCIAL			
Address	198 S Sixth St	BP-05-2022		NEW SINGLE FAMILY RESIDENCE
Status	Issued	Issued	7/1/2022	
Use	RESIDENTIAL - SFR			
Address	550 CASTELLO AVE	2022-081	TOM ROWE PO BOX 5617 BRECKENRIDGE, CO 80424	FULL TEAR OFF, REPLACE DECKING AS NEEDED, REROOF
Status	Finaled	Issued	11/16/2022	
Use	RESIDENTIAL - MFR	12/13/2022		
111 Insulation (1)				
Address	198 S Sixth St	BP-05-2022		NEW SINGLE FAMILY RESIDENCE
Status	Issued	Issued	7/1/2022	
Use	RESIDENTIAL - SFR			



Town of Fairplay
Building Department
Inspection Type Report
12/1/2022 - 12/31/2022

		Owner	Contractor	Project Description
112 Rough Framing (1)				
Address	198 S Sixth St	BP-05-2022		NEW SINGLE FAMILY RESIDENCE
Status	Issued	Issued	7/1/2022	
Use	RESIDENTIAL - SFR			
225 Re-Roof Final (2)				
Address	550 CASTELLO AVE	2022-081	TOM ROWE PO BOX 5617 BRECKENRIDGE, CO 80424	BONE DRY ROOFING 1301 E MULBERRY FORT COLLINS, CO 80524
Status	Finaled	Issued	11/16/2022	FULL TEAR OFF, REPLACE DECKING AS NEEDED, REROOF
Use	RESIDENTIAL - MFR		12/13/2022	
Address	22186 HWY 285	2022-078		R and R Roofing
Status	Finaled	Issued	11/22/2022	REMOVE EXISTIN METAL & EODM ROOFING, INTALL NEW SHIGLE ROOFING.
Use	COMMERCIAL			
412 Plumbing Rough (1)				
Address	198 S Sixth St	BP-05-2022		NEW SINGLE FAMILY RESIDENCE
Status	Issued	Issued	7/1/2022	
Use	RESIDENTIAL - SFR			



**Town of Fairplay
Building Department
Inspection Type Report
12/1/2022 - 12/31/2022**

	Owner	Contractor	Project Description
525 Mechanical Final (1)			
Address	620 FIFTH ST	2022-072	REPLACING WOOD STOVE WITH GAS STOVE.
Status	Issued	Issued	9/21/2022
Use	RESIDENTIAL - SFR		
Progress (1)			
Address	521 main	2022-087	NEW BEDROOM
Status	Hold	Issued	
Use	RESIDENTIAL - SFR		



Town of Fairplay
Building Department
Permit Report
8/1/2022 - 1/4/2023

79

Owner	Contractor	Project Description	Amount	Valuation
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Address	706 MAIN ST	REPLACEMENT FREESTANDING	\$364.96	\$5,000
Permit #	2022-079	SIGN		
Status	ISSUED	INSERT IS 7'X2' MAXIMUM		
Use	COMMERCIAL			
Issued	11/4/2022			
Finaled				
New Sq Ft				

Project Type: WATER HEATER

Address	1317 MEADOW DR	SCOTT DODGE	PLATTE RIVER	REPLACEMENT OF ELECTRIC	\$220.00
Permit #	2022-076	1317 MEADOWS	PLUMBING & HEATING	WATER HEATER.	
Status	APPROVED	DRIVE	PO BOX 341		
Use	RESIDENTIAL - SFR	FAIRPLAY, CO 80440	FAIRPLAY, CO 80440		
Issued	10/6/2022				
Finaled					
New Sq Ft					

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
JANUARY 9, 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, January 9, 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 Josh Voorhis and Pete Lynn.

Staff in attendance were Town Administrator / Town Clerk Janell Sciacca, Public Works Director Donovan Graham, Building Inspector Kyle Parag, and Chief of Police Bo Schlunsen.

APPROVAL OF AGENDA

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

CONSENT AGENDA

A. APPROVAL OF EXPENDITURES – Approval of bills for various Town funds in the amount of **\$400,880.47**.

Trustee Lynn inquired about the large payment to Vectra Bank. Town Administrator Sciacca advised that was the Utility Fund year-end loan payment related to the Sanitation District.

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

CITIZEN COMMENTS – None.

NEW BUSINESS

A. Should the Board of Trustee Approve the Adoption of Resolution No. 1, Series of 2023, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ESTABLISHING DESIGNATED PUBLIC PLACES FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW.**"?

Town Administrator Sciacca presented an overview of the Staff Report noting this could have been approved on the Consent Agenda but she pulled it off for discussion relative to whether or not the Town should choose another posting place instead of the Post Office due to the fact there had been multiple times when agendas had not been posted. She noted that she did talk with the Postmaster who showed her the unlocked and unmonitored box that the Town could use. Other sites like Prather's would be appropriate but since there was an opportunity for the Staff to post them independently, she recommended continuing to designate the Post Office as one of the approved sites. She did report that at some time the Federal Government would ban all postings on Federal property according to the Postmaster so the Town would need to find another appropriate location when that occurred.

Motion #3 by Trustee Voorhis, seconded by Trustee Lynn, that Resolution No. 1, Series of 2023, be approved as presented. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

- B. Should the Board of Trustees Approve the Adoption of Resolution No. 2, Series of 2023, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A TEMPORARY LEASE AGREEMENT WITH THE SOUTH PARK FOOD BANK FOR USAGE OF A PORTION OF THE TOWN-OWNED BUILDING AT 501 MAIN STREET.”?**

Town Administrator Sciacca presented an overview of the Staff Report and noted Pastor Kenny Shaw was in attendance on behalf of the Food Bank to provide information on the organization’s activities. She recommended approval of Resolution No. 2 as presented to continue allowing the Food Bank use of space at 501 Main for the important services provided to Park County and the entire community. Pastor Shaw provided a breakdown of the Food Bank’s yearly activities which included serving 730 households or 60 per month, providing snacks to the Boys and Girls Club, school and preschool and bags of food for school children to take home for weekends. Shaw also advised they purchase food from Prather’s and Scanga Meat and the rest of their food comes from donations and Food Bank of the Rockies. He also announced that the Pet Food project was an awesome addition and big relief for some. He noted the organization also works with the South Park Salvation Army, Park County Human Services and local churches, so anyone could call to get emergency food, and through the Rocky Mtn Rural Health, anyone could pick up coats and clothing. Shaw thanked the Board for supporting their work and providing the incredible space. Mayor Just thanked Shaw for appearing and providing the update and stated he understood what it takes to keep the program going. Just also noted to Staff that the drawing needed to be updated to reflect the additional space being used and Sciacca advised she would get that done.

Motion #4 by Trustee Lynn, seconded by Trustee Voorhis, to approve Resolution No. 2, Series of 2023, as presented. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

- C. Should the Board of Trustees Approve the Adoption of Resolution No. 3, Series of 2023, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WARM SPRINGS CONSULTING, L.L.C. FOR OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES FOR THE TOWN OF FAIRPLAY WATER TREATMENT FACILITY.”?**
- D. Should the Board of Trustees Approve the Adoption of Resolution No. 4, Series of 2023, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WARM SPRINGS CONSULTING, L.L.C. FOR OPERATOR IN RESPONSIBLE CHARGE SERVICES (ORC) FOR THE TOWN OF FAIRPLAY WASTEWATER TREATMENT FACILITY.”?**

Town Administrator Sciacca announced she would present items C. & D. together but would request a separate vote on each. She then provided an overview of the Staff Report and noted the attendance of both Marty Deline and Keith Chisholm of Warm Springs, LLC. Sciacca reminded the Board of the certifications required to operate the Water and Sewer Plants and that Deline and Chisholm both held the highest levels possible which was extremely hard to find in rural areas like Fairplay. She felt the Town was fortunate to have the current operators living in the area and willing to provide the all-important services.

She noted there had been stumbling blocks with Staff changes in the last year and a half but many had been worked out and Deline and Chisholm were instrumental in the current Infiltration Gallery and Well #4 Project so she recommended approval at the same rate as past years in order to continue seamless operations for the community. She also noted the Scope of Work was different and that she redrafted it according to CDPHE ORC contracting guidelines so the duties were more detailed and would be requiring them to attend Board meetings on a quarterly basis to provide a report to the Trustees.

Motion #5 by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, to approve Resolution No. 3, Series of 2023, as presented. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

Motion #6 by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, to approve Resolution No. 4, Series of 2023, as presented. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

- E. Should the Board of Trustees Approve the Adoption of Resolution No. 5, Series of 2023, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO INCREASING WATER TAP / PLANT INVESTMENT FEES.”**?

Mayor Just reported that the Board was not able to receive the associated report from Hardesty until late afternoon and did not have the opportunity to review it appropriately to make an informed decision, so he was recommending tabling the matter to January 23, 2023.

Motion #7 by Mayor Pro Tem Dodge, seconded by Trustee Lynn, to table Resolution No. 5, Series of 2023, to January 23, 2023. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

- F. Should the Board of Trustees Approve the Adoption of Resolution No. 6, Series of 2023, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ADOPTING THE TOWN OF FAIRPLAY 2023 FEE SCHEDULE.”**?

The Board generally agreed tabling of Resolution No. 6 to January 23 made sense due to the fact that the Water Tap Fees were an included part.

Motion #8 by Trustee Voorhis, seconded by Mayor Pro Tem Dodge, to table Resolution No. 6, Series of 2023, to January 23, 2023. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

PUBLIC HEARINGS

- A. Should the Board of Trustees Approve the Adoption of Ordinance No. 1, Series of 2023, entitled, **“AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 16 OF THE FAIRPLAY MUNICIPAL CODE, REGARDING DUPLEXES IN THE SINGLE FAMILY RESIDENTIAL (SF-RES) ZONE DISTRICT AND DEED-RESTRICTED WORKFORCE AFFORDABLE HOUSING.”**?

Mayor Just introduced the topic, announced the format of the hearing and then opened the Public Hearing at 6:32 PM and asked for Staff presentation. Town Administrator Sciacca presented an overview of the Staff Report reminding the Board had previously discussed the DOLA Workforce Housing Strategies and which ones the Town thought were important or pertinent and wanted to move forward to adopt. The proposed change for duplexes and deed-restricted housing were among the strategies identified. She noted that the County had recently been turned down for funding for its Housing project at 5th and Clark

due to both the County and Town not having enough strategies in place. The ordinance delineates the changes to the table of uses and Town Planner Hunn did review it but did not provide comments. She reminded that the proposed changes would allow the Town and developers to qualify for additional funds from DOLA including new programs that would potentially be coming with the additional funds to be generated by the recent passage of Prop 123. Sciacca recommended approval following the public hearing and questions of Staff. Following discussion amongst the Board relative to the definition of affordable, the allowance of duplexes as a use by right being a step to removing a level of control for the Town and neighborhoods being overrun with duplexes, loosening of restrictions to allow for higher density, implementing Special Use Permits for certain conditions/areas, and control measures inherent within the UDC and Building Permit processes, Mayor Just felt more time and information was needed and suggested the item be tabled and that the Town Attorney, Town Planner and a DOLA representative be present for the next reading.

Motion #9 by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, to table Ordinance No. 1, Series of 2023, to January 23, 2023. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

STAFF AND BOARD OF TRUSTEE REPORTS

Mayor Just reported that he and Town Administrator Sciacca discussed changing the agenda wording to “Shall the Board adopt...” instead of “Should” or something to the effect that lets the people know the Board has not made up their minds on any specific item. The Board generally agreed to amend the agendas as appropriate.

Chief Schlunsen stated there wasn’t a whole lot other happening than what was in the report and the Sgt. Grover would be attending a week-long leadership class. Mayor Just inquired if the Chief had been able to have breakfast with his Staff or conduct a Staff Meeting. The Chief replied No and Mayor Just reminded him that it was suggested he try to do that to help with morale issues that the Chief had previously mentioned.

Building Official Kyle Parag reported that his list of active permits and inspections was included in the packet and that Habitat for Humanity would be starting work on three houses. He also noted he had fielded a lot of calls about empty lots so it was looking to be a very busy year.

Public Works Director Donovan Graham reported his crew was busy working on trainings and certifications since there wasn’t much snow, one crew member did not pass his Wastewater Certification on the first pass but would study and retest soon, another crew member would be attending a class to become certified to conduct backflow inspections so the Town could offer the service for a minimal fee, the new lift was picked up and would be used to take down Christmas decorations, and the Highway Users Tax Fund Report was in process and several changes were being made this year that had not been made in the past.

Town Administrator Sciacca reported she reached out to CDOT and they were reviewing bids and trying to shift money to be able to go ahead and award the Hwy 9 & US 285 project, the Town would be conducting a mail migration to O365 January 17, the County swearing-in ceremony was scheduled for January 10, advertisements were done for a Facilities Maintenance position and Police Officer, Staff was working to bring the Salary Schedule back to the Board for adoption, and the Town Planner was getting closer on a first draft of the revised PUD section of the UDC.

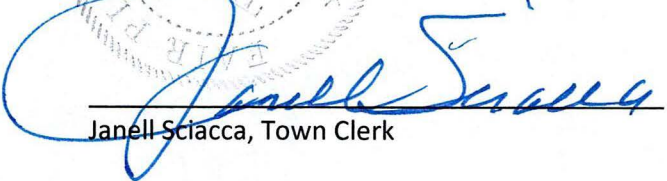
Trustee Voorhis reported the trash containers at the end Townhome unit on Castello had been left along the street and were overflowing again with trash was being blown into the Boys & Girls Club and suggested a citation be issued.

Mayor Just inquired about a timeline for the destruction of the County building at Hathaway and Clark. Sciacca replied she did not know and since they did not get funding it could be delayed. She reported the CDOT project would be moving forward, and Staff saw a sketch plan for what that project might look like but no formal application was received but it would move fast because they would be working with Fading West. Mayor Just also reported the temporary repair at 501 looked good and also inquired as to why the windows of the home on Hathaway across from the School had boarded up windows. Sciacca replied Staff was aware of the issue with the Hathaway house and would be asking the Fire Department to look into it. She noted that the Chief said Officers had been by several times and were not able to contact anyone so they did not think anyone was living there. Mayor Just also thanked the public for showing up to the evening's meeting and also the 2 previous meetings in December. He thanked the public for letting the Board continue to serve the community. He also noted Matt Huston with SGM, the Town's Engineering firm, was in the audience and thanked him for appearing.

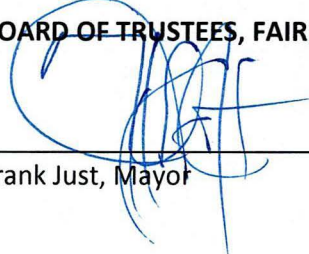
ADJOURNMENT

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 7:42 p.m.

ATTEST:


Janell Sciacca, Town Clerk

BOARD OF TRUSTEES, FAIRPLAY, COLORADO


Frank Just, Mayor