

1. Meeting Material

Documents:

[PACKET \(1\).PDF](#)
[AGENDA \(1\).PDF](#)



**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, CO
Monday, May 5, 2025, at 6:00 P.M. in the
Fairplay Town Hall, 901 Main St, Fairplay, CO**
[Join the TEAMS Meeting](#) (Meeting ID: 227 990 672 850 / Passcode: 4MW9UG9f)

- I. **6:00 PM 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 REGULAR MEETING MINUTES** – April 7, 2025
 - B. **APPROVAL OF REGULAR MEETING MINUTES** – April 28, 2025
 - C. **APPROVAL OF EXPENDITURES** – Paid bills for all Town funds from April 26, 2025, through May 1, 2025, in the amount of **\$7,686.98.**
- VI. **CITIZEN COMMENTS** *(This item allows the public to sign up to address the Board on matters that are not already on the agenda. Comments are limited to 5 minutes per person. On advice of counsel, neither the Board nor Staff members will directly respond to comments; instead, the Board will direct Staff to respond and, when necessary, provide a status update to the Board.)*
- VII. **PROCLAMATIONS, PRESENTATIONS & UPDATES**
 - A. Proclamation recognizing the week of May 11-17, 2025 as National Police Week.
 - B. Proclamation recognizing May 4, 2025 as International Firefighters' Day.
- VIII. **NEW BUSINESS**
 - A. **Interview of Applicants and Appointment to fill Vacant Seat on the Fairplay Board of Trustees.** *The Board will conduct interviews with applicants that submitted a letter of interest for consideration of appointment to a vacant seat on the Board..*
 - B. **Administration of Oath of Office to Appointed Trustee.** *The Town Clerk will administer the Oath of Office to appointed candidate.*
 - C. **2025 1st Quarter Town of Fairplay Financial Update by Amanda Karger, Senior Manager of Plante Moran.** *The Board will receive a financial update on the 1st Quarter of 2025 and status of the Annual Audit from its Accounting Firm.*
 - D. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 15, Series of 2025, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AMENDED CONSTRUCTION CONTRACT WITH JOC CONSTRUCTION FOR THE 501 MAIN BURRO MUSEUM RENOVATION PROJECT.**”? *The Board will consider approval of an amended agreement for renovations for the Burro Museum project.*
- IX. **STAFF AND BOARD OF TRUSTEE REPORTS**
- X. **ADJOURNMENT.**

Upcoming Meetings / Events

Board of Trustees Special Work Session	May 12, 2025
Board of Trustees Regular Meeting	May 19, 2025
Xcel Energy Wildfire Mitigation Project Temporary Power Outage / Pole Replacement	May 28, 2025
Board of Trustees Regular Meeting	June 2, 2025
Town Clean Up Days	June 6-8, 2025
Huck Finn Free Fishing Day at Fairplay Beach	June 7, 2025
TGIFairplay FREE Concert Friday With Chris Daniels & the Kings	June 27, 2025
Fairplay Independence Day Celebration	July 4, 2025
Park County Fair	July 11-20, 2025
Fairplay Gem, Mineral and Jewelry Show	July 24-27, 2025



**OFFICIAL MINUTES
REGULAR BOARD MEETING
APRIL 7, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

I. REGULAR MEETING – CALL TO ORDER

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, April 7, 2025, at 6:00 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. PLEDGE OF ALLEGIANCE

Mayor Just led the pledge of allegiance.

III. ROLL CALL

BOARD MEMBERS PRESENT: Mayor Frank Just, Trustee Ray Douglas, Trustee Erik Baum, and Trustee Josh Voorhis.

BOARD MEMBERS ABSENT:

STAFF IN ATTENDANCE: Town Administrator Janell Sciacca, Town Attorney Joe Rivera, Town Planner Scot Hunn, Town Engineer Deron Diercksen, Streets & Utilities Superintendent Tim Medlin, and Chief of Police Jeff Worley.

IV. APPROVAL OF AGENDA

MOTION to approve the agenda as presented was made by Trustee Baum and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval.

V. CONSENT AGENDA

A. APPROVAL OF REGULAR MEETING MINUTES – November 4, 2024

B. APPROVAL OF REGULAR MEETING MINUTES – November 18, 2024

C. APPROVAL OF REGULAR MEETING MINUTES – March 17, 2025

D. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from March 15, 2025, through April 3, 2025, in the amount of \$233,722.81.

MOTION to approve the Consent Agenda as presented with the minutes as written and expenditures as stated was made by Trustee Douglas and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval.

VI. CITIZEN COMMENTS

Scott Dodge, representing Park County Law Enforcement Gives Back, and Park County Sheriff Tom McGraw presented on behalf of the Nate Carrigan Scholarship Fund. They announced that in 2024 five \$5,000 scholarships were awarded and the same number of scholarships would be presented for 2025. Dodge reported that fundraising efforts for 2025-2026 were underway with the annual golf outing scheduled to be held in Littleton at Currant Creek on June 26th starting at 7:30 AM. Dodge then announced National Night Out would be held in Fairplay on Tuesday, August 6th, and that the Fairplay Police Department was hosting/organizing and PCLEGB was requesting the Town's participation and funding. He announced that last year's contribution from the Town was approximately \$3,500 for both the Golf Event and National Night Out. Dodge advised that Park County verbally committed \$2,000 for scholarships and \$1,000 for National Night Out. The Board of Trustees agreed to match last year's contribution and encouraged the County to match the Town's donation. Town Administrator Sciacca announced that she included funding in the 2025 budget for a 3rd Town for 2025.

VII. PROCLAMATIONS, PRESENTATIONS & UPDATES

A. Presentation from Habitat for Humanity Director Owen Dodd. CONTINUED TO APRIL 21, 2025

VIII. PUBLIC HEARINGS

A. BOARD OF ADJUSTMENT – Hearing on request from ACL Real Estate, LLC for variance for relief from parking lot design and landscape standards requirements for Highside Brewing located at 411 US Highway 285, Fairplay..

Mayor Just announced the topic of the Public Hearing and provided an overview of the hearing format. He opened the Public Hearing.

Town Planner Scott Hunn presented the staff recommendation, The code is clear about changes in use dictating application of parking requirements and design standards. The applicant cited the nonconformity section of the code, which usually applies to non-conforming lots or structures. The structure is non-conforming as it encroaches into the 30-foot setback and the change in use from a furniture store to a brewery/tavern triggers the new parking requirements. Town Attorney Rivera provided legal context explaining the difference between use variances and area variances. He clarified that the change from a furniture store to a tavern/bar requires different parking standards. He advised the Board could consider approving the application with conditions or adjusting the number of parking spots required. Applicant David Axelrod presented his case and argued that the property was previously used as a restaurant and bar before becoming a furniture store. He stated that paving the parking lot would cost around \$250,000, which would result in significant hardship for the business. Axelrod mentioned plans for improving the property, including adding handicap signs and a ramp. He requested finding a middle ground that satisfies both the business needs and town requirements.

Mayor Just opened the floor to public comment in favor of granting the variance. Comments were accepted and received from patrons and staff of the bar that lived outside the Town of Fairplay in support of the variance request citing the business's positive impact on the community, the cost and environmental impact of paving, suggestions for alternative solutions like gravel or chip seal, and the need for the town to develop a comprehensive drainage plan. Mayor Just opened the floor to comments against granting the variance. Scott Dodge, 1317 Meadow, expressed concern about going against the UDC (Unified Development Code) that was developed with public input. There being no further comments, the floor was closed to public comment.

The Board deliberated with discussion taking place about potential compromises, such as landscaping and safety improvements. Trustee Voorhis noted the need for a more detailed plan from the applicant on what they are willing to provide. The Board was in general agreement that a blanket variance for all requested items was unlikely. Town Administrator Sciacca raised concerns about setting a precedent for future projects and variance requests. Mayor Just advised that the Board would like to see the applicant come up with a detailed plan including landscaping, parking, and other improvements he was willing to make so that Town Staff could work with him to develop a plan to address both the Town's requirements and the business's needs.

MOTION to stay the request from ACL Real Estate, LLC for variance for relief from parking lot design and landscape standards requirements for Highside Brewing for 90 Days (July 7, 2025) was made by Trustee Baum and seconded by Trustee Douglas.

- Roll call vote: Unanimous approval.

IX. NEW BUSINESS

A. ACCEPTANCE OF RESIGNATION OF TRUSTEE AND MAYOR PRO TEM PETER LYNN AND DISCUSSION REGARDING SOLICITATION OF LETTERS OF INTEREST FOR VACANCY.

Town Administrator Sciacca reported that Mayor Pro Tem Lynn submitted his resignation effective March 17, 2025 and because there was no election in the next 6 months, the Board would need to move forward to solicit letters of interest from citizens to fill the position through April, 2026.

MOTION to accept Pete Lynn's resignation effective March 17, 2025 was made by Trustee Voorhis and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

B. SELECTION OF MAYOR PRO TEM.

MOTION to appoint Ray Douglas Mayor Pro Tem was made by Trustee Baum and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval.

C. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 13, Series of 2025, entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ADOPTING REVISED TOWN OF FAIRPLAY WORLD CHAMPIONSHIP PACK BURRO RACE RULES.”?

Town Administrator Sciacca provided an overview of the Staff report noting changes were made in response to work sessions and requests made by Amber Wann who requested allowing jack chains, which some Burro owners felt prevented them from participating. She advised most changes were non-substantial and were reviewed by the Town Attorney. Trustee Voorhis expressed concerns about the use of Jack Chains, suggesting they only be used at the onset or within city limits. Town Administrator Sciacca

reported that as was past practice, a veterinarian would conduct pre-race and post-race checks on animals, with potential disqualification for any signs of abuse.

MOTION to approve adoption of Resolution No. 13, Series of 2024, as presented was made by Mayor Pro Tem Douglas and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

D. Discussion regarding sidewalk project priorities for construction in spring/summer 2025, with or without grant funding. The Board discussed sidewalk project priorities for construction in spring/summer 2025. Sciacca reminded the Board that \$300,000 was allocated for streets and sidewalks in the 2025 Budget and Staff recommended a focus on sidewalks this year and prioritized projects would include:

- 501 Main Street and adjacent section on Fifth Street
- 6th Street between Hathaway and the school entrance
- Hathaway from the north side between 8th and 9th
- 9th Street from Castello to Main
- Castello on the south side between 8th and 6th
- From Witcher/Crawford to the school ballfields
- Castello Avenue from 8th Street to Family Dollar

She advised that Staff was looking into a Safe Routes to School grants for potential funding. She also reported that SGM had provided a quote of \$11,764 for survey work on Front Street for a future project for sidewalks downtown from 4th to 8th Streets. Sciacca requested concurrence on the sidewalk project and prioritization and the Board generally concurred.

MOTION to approve the acceptance of the construction bid for the sidewalk projects as detailed in the packet was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas.

- Roll call vote: Unanimous approval.

X. OLD BUSINESS

A. Discussion of and request for formal action on Sabbatical Program proposed by Chief Jeff Worley in September 2024. Chief Worley reviewed the proposed 30-day sabbatical program for police officers to promote wellness. The program aims to address the stressful nature of police work and its potential impact on officers' mental health. The Chief cited recent studies supporting the need for such programs in law enforcement. The proposed sabbatical would not significantly impact the Town's budget but would require the department to manage without an officer for 30 days. The Chief reviewed his proposed implementation details that would avoid leaving the department short-staffed. He also expressed the program would be seen as a valuable benefit that could help attract and retain officers. Town Attorney Rivera advised he would review the program to ensure it complies with legal requirements. The Board requested Rivera draft a resolution for formal adoption of the program, to be reviewed and considered at an upcoming meeting.

B. Report on Right-Of-Way Obstructions and Next Steps.

Town Attorney Rivera presented an overview of his findings on the current code regarding right-of-way use. He stated the existing code already requires permits for encroaching on or using any portion of the right-of-way as well as safety requirements, penalties for violations, and a bond requirement. He also noted two items not in the current code: express time limits and limiting use to areas adjacent to one's property. Discussion ensued regarding whether vehicles should be included in the ordinance and concerns were raised about residents with no other parking options except town right-of-ways. It was generally agreed to focus on non-vehicle obstructions like logs, landscaping rocks, or other personal property, while some Board members felt there was still need to address seasonal parking restrictions, especially for snow plowing. Rivera advised he would update the ordinance title to clarify its application, exclude vehicles from the permit requirement with existing registration requirements, and maintain staff discretion for enforcement based on factors like season, location, and duration. The Board agreed to have Rivera refine the ordinance based on the discussion and present it at a future meeting.

XI. STAFF AND BOARD OF TRUSTEE REPORTS

Chief Worley reported on recent department activities - Completed spring training days, fulfilling state and federal mandated certifications; All officers received training on LIDAR, a handheld radar device for the AVIS project; and the PD was waiting for the calibrated LIDAR device to be sent with the AVIS project being expected to start in about 30 days.

Streets and Utilities Superintendent Medlin provided updates – Staff was removing a berm on the backside of the shop and Park County was using some of the material at the Fairgrounds; looking at obtaining more equipment to improve operations; and work on alleyways would start in the coming weeks.

Mayor Just reported on the investigation of traffic light issues at US285 & CO9. He observed the light cycles at 58 seconds for east-west traffic on Highway 9 and 62 seconds for north-south traffic on 285. Just advised that upgrading to flashing amber turn signals would require significant changes to the existing light assemblies. He reported that the cost of upgrading the 19 total assemblies in the area was deemed prohibitively expensive. The Board agreed to monitor the situation and address any future issues as they arise.

XII. EXECUTIVE SESSION

- A.** An executive session of the Board of Trustees to discuss the acquisition of certain real property and to develop negotiation strategy, instruct negotiators, and receive legal advice regarding the same, as authorized under sections 24-6-402(4)(a), (4)(b), and (4)(e) of the Colorado Revised Statutes.

MOTION to move into Executive Session under sections 4-6-402(4)(a), (4)(b), and (4)(e) of the Colorado Revised Statutes to discuss the acquisition of certain real property and to develop negotiation strategy, instruct negotiators, and receive legal advice regarding same was made by Mayor Pro Tem Douglas and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

XIII. RECONVENE REGULAR MEETING AND ADJOURNMENT.

The regular meeting was reconvened at 9:36 PM.

XIV. ADJOURNMENT.

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 9:36 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk



**OFFICIAL MINUTES
SPECIAL BOARD MEETING
APRIL 28, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

5:00 PM – WORK SESSION WITH BRANNAN HOLDINGS, LLC TO DISCUSS POTENTIAL DEVELOPMENT OF VACANT LAND ALONG US-285.

I. REGULAR MEETING – CALL TO ORDER

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, April 28, 2025, at 6:14 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. PLEDGE OF ALLEGIANCE

Mayor Just led the pledge of allegiance.

III. ROLL CALL

BOARD MEMBERS PRESENT: Mayor Frank Just, Mayor Pro Tem Ray Douglas, Trustee Erik Baum, and Trustee Josh Voorhis.

BOARD MEMBERS ABSENT:

STAFF IN ATTENDANCE: Town Administrator Janell Sciacca, Town Attorney Joe Rivera, Town Planner Scot Hunn, Town Engineer Deron Dierksen, Streets & Utilities Superintendent Tim Medlin, Chief of Police Jeff Worley and Sergeant Barb Grover.

IV. APPROVAL OF AGENDA

MOTION to approve the agenda as presented was made by Mayor Pro Tem Douglas and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval.

V. CONSENT AGENDA

A. APPROVAL OF REGULAR MEETING MINUTES – December 2, 2024

B. APPROVAL OF REGULAR MEETING MINUTES – December 16, 2024

C. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from April 4, 2025, through April 25, 2025, in the amount of \$73,547.22.

Town Administrator Sciacca responded to Board inquiries regarding various expenditures.

MOTION to approve the Consent Agenda as presented with the minutes as written and the expenditures as stated was made by Trustee Voorhis and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

VI. CITIZEN COMMENTS – None.

VII. PROCLAMATIONS, PRESENTATIONS & UPDATES

A. Presentation and update from South Park High School Career & Technical Education Director Erin Ventura.

Ventura reported the South Park High School CTE programs started after a mill levy was passed 4 years ago. The 4 areas of focus are Agriculture, Building trades, Automotive tech and Welding (coming soon). Ventura announced that the Town's 2024 donations were used to install welding booths and the 2025 funds would be split between automotive program (workbench, parts washer) and welding program (consumables). Ventura invited the Board and everyone in attendance to a CTE open house scheduled for Wednesday, 10:00 AM to noon with a ribbon cutting for the automotive program. Attendees can see the ag department, auto program, and building trades projects that are being auctioned off. Ventura thanked the Board for its donations stating they help significantly. Mayor Just invited Ventura to the dais and presented her with both a ceremonial check and actual check.

VIII. NEW BUSINESS

- A. CERTIFICATE OF APPROPRIATENESS** – Should the Board of Trustees for the Town of Fairplay, sitting as the Architectural Review Committee, approve application 2025 COA-003 from Christopher Benson dba JLDyer Public House for a Cold Storage addition at 519 Main Street?

Town Planner Scot Hunn presented. He complimented Benson stating the plans were easy to understand and conformed with Town Center Design Standards with exterior materials complementing the existing building. Hunn reported Staff was recommending approval. Owner Chris Benson claimed the building would be "the best-looking storage building anywhere in North America"

MOTION to approve the application for a Certificate of Appropriateness filed by Christopher Benson for the cold storage addition located at 519 Main Street within the Town Center Overlay District, because the proposal meets the Town's criteria and standards for approval, and direct the Town Clerk to issue said Certificate of Appropriateness within seven (7) business days as per the plans submitted and approved was made by Trustee Baum and seconded by Mayor Pro Tem Douglas.

- Roll call vote: Unanimous approval.

- B. FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 14, Series of 2025, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONSTRUCTION AGREEMENT WITH PAVEMENT MAINTENANCE SERVICES, INC., FOR THE 6TH STREET REPAIR PROJECT.**"?

Town Administrator Sciacca presented. She reminded of the Town's annual paving program and reported 6th Street was the only road to be improved in 2025. She also reminded that sidewalks were to be installed in this area creating better access to the School ballfields and other Town amenities. Sciacca advised that Staff did try to obtain quotes from other paving companies, but PMS was the only one that provided a quote and Staff was recommending approval as presented. She advised that funds were budgeted for the improvements, but with the sidewalk expenses the line might need to be amended.

MOTION to approve Resolution No. 14, Series of 2025, as presented was made by Mayor Pro Tem Douglas and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval.

IX. PUBLIC HEARINGS

- A. FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Ordinance No. 2, Series of 2025, entitled "**AN ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO REGARDING PRIVATE USE OF PUBLIC RIGHTS-OF-WAY.**"?

Mayor Just announced the ordinance and form of the hearing. Town Attorney Rivera presented reviewing key points that the legislation would revise existing "excavations" portion of town code and was intended to address use of right-of-way as work areas or for storing private property. He noted the permit process applied to utility providers and regular residents, exempts properly registered motor vehicles and certain trailers and limits use to right-of-way adjacent to one's property. Rivera also noted the title was being changed to "Private Use of Public Streets." Discussion ensued regarding "properly registered" and "functioning" vehicles and work area use for short-term projects. Mayor Pro Tem Douglas advised that Section 11 needed to be updated to remove outdated references to the Fairplay Sanitation District.

Mayor Just opened the floor to public comment. Scott Dodge, 1317 Meadow Drive, expressed concern about long-term parking of vehicles and trailers. Casey (*last name not provided*) 1312 Meadow Drive, raised issues about vehicles not moving for months and creating safety hazards. Mayor Just explained interaction with existing parking ordinance and abandoned vehicle code, emphasized need for proper signage and enforcement, He also encouraged residents to report issues for targeted enforcement.

MOTION to approve Ordinance No. 2, Series of 2025, as presented was made by Trustee Baum and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval.

X. STAFF AND BOARD OF TRUSTEE REPORTS

- A.** Update on Burro Museum Renovations at 501 Main and Discussion on Future Phases of Renovation and/or Roof Repair.

Town Administrator Sciacca reported that JOC Construction encountered some issues with the way the prior floor joists were installed, but repairs were made and the floor was being installed correctly. The project was anticipated to be completed by mid-May. Sciacca reported that an amendment for additional aesthetic improvements, estimated at \$10,000, would be brought back to the Board for approval. She then asked for direction on a future phase advising Staff's proposal was for a creative play and exercise space in the old Clerk & Recorder area with potential uses being birthday parties, painting classes, book clubs, meeting space, etc. The Board generally agreed with the proposal. Sciacca then noted the next phase would depend on potential repairs that were going to be needed

to the roof. She advised that potential hail damage was being investigated, and a Forensic engineer assessment was pending. Depending on the outcome, priority would shift to the roof repair before further interior improvements, and she would keep the Board updated.

The following updates were made by Saff:

Public Works Update

- Water meters:
 - Ongoing diagnostics and troubleshooting
 - Meeting scheduled with Core & Main to discuss potential switch
 - Exploring options to potentially save money
- Shop parking lot improvements noted
- Preparation for upcoming auction
- Sidewalk progression:
 - Minor issues with locates, resolved
 - Concerns about water usage during construction
- Lift stations:
 - Need for cleaning and better maintenance
 - Recent pump trouble resolved
- Water:
 - Preparations to start introduction of Seaquest for water samples
 - Addressing manganese issues in water

Police Department Update

- AVIS citation implementation:
 - Already started, about two weeks behind schedule
 - Full report on number of automated citations expected by next board meeting

Engineering Update

- River Park Trail progress:
 - Clearing and grubbing completed
 - SGM survey crews staked walls on west side
 - Retaining walls base layer installation beginning
- Front Street survey:
 - Survey work ongoing, delayed due to weather
 - Potential for sidewalks well-received by residents

Planning Department Update

- Ongoing work on minor subdivisions and exemption plats
- Highside variance project:
 - Awaiting response from applicant
 - Planning to reach out to remind of short timeline
- RFP for comprehensive plan and UDC update:
 - Draft 95% complete
 - Refining scope of work into different phases
 - Aiming to finalize and present to board soon

Town Attorney Update

- Ongoing work on various projects, including right-of-way and parking ordinances
- Annexation work in progress, to be reported on soon
- Feeling more integrated and aware of town operations

Trustee Reports and Discussion Items

- South Park Rec expansion:
 - Approximately \$10 million expansion planned
 - Plans available for viewing in Rec Center lobby
- Xcel Energy Pole project update: Weather-dependent, hoping for favorable conditions
- Insurance review reminder:
 - Trustee Baum shared personal experience of being underinsured
 - Suggestion to include reminder in monthly mailer for residents to review insurance coverage
 - Discussion on potential legal implications of such a reminder
- School safety drill issues:
 - Miscommunication between main school and preschool during recent drill
 - Trustee Voorhis raised concerns about communication

- Weapons ordinance suggestion:
 - Trustee Voorhis recommended review and updating ordinances on deadly weapons use in town
 - Discussion on including pellet guns and other potentially deadly weapons

Announcements

- Sad announcement of Duane Thompson's passing:
 - Mayor Pro Tem Douglas noted Thompson's dedicated volunteering for town and school events
 - The Board expressed condolences and acknowledged the loss to the community
 - Staff will seek to do something at 501 Main Visitor Center to commemorate contributions to the community

XI. ADJOURNMENT.

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 7:39 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk



National Police Week 2025 Proclamation

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Fairplay Police Department;

WHEREAS, these officers serve as guardians of our community, responding to emergencies, fostering public safety, and building trust through their commitment to justice and compassion; and

WHEREAS, since the first recorded death in 1786, there are currently more than 24,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 37th Candlelight Vigil, on the evening of May 13, 2025;

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be *observed* this year May 11th-17th;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

NOW, THEREFORE, be it proclaimed that the Board of Trustees of the Town of Fairplay hereby recognizes May 11-17, 2025, as National Police Week in the Town of Fairplay, and publicly salutes the service of law enforcement officers in our community and in communities across the nation and formally honors the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

BE IT FURTHER RESOLVED that the Board of Trustees recognizes and sincerely appreciates the men and women of the Fairplay Police Department for dedicating themselves to protecting the lives, property, and rights of our residents, and upholding the law with courage, integrity, and professionalism.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor



INTERNATIONAL FIREFIGHTERS' DAY

WHEREAS, the United States Congress and the President of the United States have designated the day of the annual National Fallen Firefighters Memorial Service as a day to honor firefighters and emergency services personnel who have sacrificed their lives to save others by lowering the American flag on all federal buildings to half-staff; and

WHEREAS, an average of 80 firefighters courageously make the ultimate sacrifice in the line of duty each year; and

WHEREAS, firefighters and emergency services personnel play an essential role in the protection of lives and property in our local community; and

WHEREAS, the National Fallen Firefighters Memorial Weekend also marks International Firefighters' Day 2025; and

WHEREAS, it is of major importance that we increase our efforts to reduce deaths, injuries, and property losses from fire;

Therefore, I, Mayor Frank Just, of the Town of Fairplay, Colorado, now call upon all citizens of Fairplay and upon all patriotic, civic, and educational organizations to observe the day of May 4, 2025, in recognition of the patriotic service and dedicated efforts of our Fire and Emergency Services personnel by lowering American flags on all buildings to half-staff.

In witness thereof, I have hereto set my hand and caused the Seal of the Town of Fairplay to be affixed.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor



STAFF MEMO

TO: Mayor Just and Honorable Board of Trustees

FROM: Janell Sciacca, Town Administrator/Clerk/Interim Treasurer

Date: May 5, 2025

Re: New Business Item A – Appointment of Trustee

BACKGROUND / ANALYSIS

Mayor Pro Tem Pete Lynn resigned from the Board effective March 17, 2025. At the April 7 meeting, the Board directed Staff to advertise to accept letters of interest from qualified electors of the Town to fill the vacancy. The deadline to submit a letter was Thursday, May 1, at the close of business. The Town did receive one letter from Courtney Avery. That letter is attached to this memo.

Section 2-2-10(d) of the Fairplay Municipal Code is written as follows:

Vacancies. In case of the death, resignation, vacation or removal for cause of any of the Trustees during their term of office, the Board of Trustees, within sixty (60) days of the creation of said vacancy, by a majority vote of all remaining members thereof, shall select and appoint, from among the duly qualified electors of the Town, a suitable person to fill the vacancy or, alternatively, call a special election to fill said vacancy. Any person appointed or elected to fill a vacancy shall hold office until the next regular election and until his or her successor is elected and qualified. If the term of the person creating the vacancy was to extend beyond the next regular election, the person elected to fill the vacancy shall be elected for the unexpired term.

The Town's next regular election will be held on Tuesday, April 7, 2026. Therefore, any candidate appointed would serve in the position until that date.

RECOMMEND / REQUEST

Staff recommends interviewing Avery and then conducting a vote to appoint her to the vacant Trustee seat until April 7, 2026.

Attachment:

- Courtney Avery Letter



Dear Mayor Of Fairplay and Board Of Trustees,

I am excited to express my interest in the Town Trustee position for Fairplay, Colorado. As a dedicated community member and long-time resident of Fairplay (almost 7 years), I am passionate about contributing to the town's growth and well-being.

Throughout my time in Fairplay, I have been actively involved in various community initiatives and have a deep understanding of the town's needs and values. My experience in raising funds for local nonprofits and charities has given me a unique perspective on the importance of collaboration and community engagement.

As a woman of color, I bring a diverse perspective to the table, and I believe that different viewpoints are essential in creating a well-rounded and inclusive community. I am excited about the opportunity to share my experiences and insights with the town council and contribute to informed decision-making.

I am particularly drawn to this role because I want to bring excitement and energy to the community. I am a strong believer in the importance of local businesses and enjoy interacting with new people, which makes me a strong fit for this position.

If selected, I promise to listen to the community's needs, work collaboratively with fellow trustees, and strive to make

Fairplay an even better place to live, work, and visit. I would be honored to serve the town and contribute my skills and experience to the community.

Thank you for considering my interest in the Town Trustee position. I look forward to the opportunity to discuss my qualifications further.

Sincerely,

Courtney D. Smith-Avery

CDA J 2025

Town of Fairplay Financial Update

May 5, 2025



Goals and Priorities

- Support the Town in facilitating the 2024 Audit through completion
- Continue to keep monthly bank reconciliations up to date and complete within 3 weeks of month end
- Continue to support Town with financial processes and procedures to find efficiencies, increase accuracy, and improve internal controls
 - Modernizing the AP process
 - Reviewing access controls in the General Ledger
 - Implementing a more robust account structure to track grants easily
- Support the Town with monthly budget monitoring and reporting
- Other financial analysis and support as needed



Progress to Date

2023 Audit and General Ledger:

- ✓ Recorded \$1.7M in audit adjustments
- ✓ Prepared the required FHWA Report for the Audit
- ✓ 2023 audit complete and GL is closed

2024 General Ledger, Bank Recs, Audit :

- ✓ 2024 Bank recs reviewed and complete
- ✓ 2024 Year-end entries complete
- ✓ 2024 Audit preparation complete, audit is underway

Financial and Accounting Process Improvement :

- ✓ Payroll entry upload
- ✓ Process transmittal of payroll remittances through AP
- ✓ Improve check writing procedures to ensure all checks are generated from the accounting system



Identified Areas for Improvement

Accounts Payable

- Evaluate tools available to modernize accounts payable to reduce errors and maximize electronic payments

AR and Revenue

- Record electronic payments received through Cash receipting rather than manual JE's
- Bring into Caselle out of excel in order to track and accurately record revenue on an accrual basis

Chart of Accounts

- Evaluate the current chart of accounts to simplify and streamline the number of accounts being used
- Determine whether an internal services fund is still necessary



Identified Areas for Improvement

Caselle

- Implement approvals within Caselle to improve internal controls
- Update internal procedures to ensure that General Ledger is being updated regularly

Cash management

- Simplify banking structure
- Reconcile all bank accounts in Caselle each month

Grant accounting

- Expand chart of accounts to better segregate grant activity
- Consider utilizing Caselle's grant accounting module to track grant activity



Next Steps

1. Ongoing monthly accounting and financial reporting support
2. Continue to review and make recommendations to improve efficiencies, systems, and internal controls
3. Continuous review of processes and procedures
4. Support with 2026 Budget Review and Adoption

Town of Fairplay
Financial Update
March 31, 2025

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	Fiscal Year 2024				Fiscal Year 2025		
	2024 Amended Budget	3/31/2024 Prior YTD Actual	12/31/2024 Year-End Actual (Unaudited)	YTD Actual As % of Budget	2025 Adopted Budget	3/31/2025 YTD Actual	YTD Actual As % of Budget
GENERAL FUND							
Revenue							
TAXES:	2,533,519.00	261,135.80	2,537,403.43	10%	2,449,358.00	262,431.56	11%
LICENSES:	132,742.00	16,796.17	132,484.20	13%	111,150.00	18,833.88	17%
FEE INCOME:	10,718.00	4,475.88	21,233.96	42%	106,120.00	18,337.87	17%
LAW ENFORCEMENT:	150,328.00	3,560.49	166,660.63	2%	129,260.00	7,178.32	6%
INTEREST INCOME:	153,807.00	45,003.04	178,997.13	29%	125,250.00	32,718.28	26%
MISCELLANEOUS INCOME:	158,786.00	30,227.40	366,192.02	19%	1,167,200.00	37,173.03	3%
GENERAL FUND Revenue Total:	3,139,900.00	361,198.78	3,402,971.37	12%	4,088,338.00	376,672.94	9%
Expenditures							
ADMINISTRATION:	710,900.00	157,948.00	697,008.10	22%	579,133.00	161,602.10	28%
COMMUNITY DEVELOPMENT:	1,049,932.00	271,633.06	1,242,520.02	26%	769,500.00	95,161.11	12%
TRANSIT:	24,991.00	3,344.25	7,097.93	13%	120,710.00	549.78	0%
JUDICIAL SYSTEM:	21,337.00	5,145.48	20,927.19	24%	21,860.00	4,508.48	21%
PUBLIC SAFETY:	1,457,834.00	438,431.99	1,191,707.62	30%	1,502,435.00	415,458.00	28%
PUBLIC WORKS:	702,144.00	98,174.51	660,997.58	14%	852,375.00	98,883.17	12%
PARKS & RECREATION:	38,900.00	946.21	54,250.62	2%	1,056,750.00	27,055.06	3%
NON-DEPARTMENTAL EXPENDITURES:	99,820.00	42,619.56	102,439.14	43%	158,500.00	56,498.83	36%
901 MAIN STREET:	-	-	-	0%	-	-	0%
GENERAL FUND Expenditure Total:	4,105,858.00	1,018,243.06	3,976,948.20	25%	5,061,263.00	859,716.53	17%
GENERAL FUND NET INCOME:	(965,958.00)	(657,044.28)	(573,976.83)	68%	(972,925.00)	(483,043.59)	50%
Unassigned - Beginning Fund Balance - General Fund	3,678,630.00	3,678,630.00	3,678,630.00	100%	3,104,653.17	3,104,653.17	100%
Unassigned - Ending Fund Balance - General Fund	2,712,672.00	3,021,585.72	3,104,653.17	111%	2,131,728.17	2,621,609.58	123%
TABOR RESTRICTED FUNDS 3% of General Fund expenditures	123,176.00	30,547.29	119,308.45	25%	151,838.00	25,791.50	17%
CONSERVATION TRUST FUND							
Revenue							
INTERGOVERNMENTAL REVENUES:	3,400.00	1,278.53	4,484.37	38%	4,590.00	1,107.41	24%
INTEREST INCOME:	100.00	26.39	103.52	26%	60.00	22.16	37%
CONSERVATION TRUST FUND Revenue Total:	3,500.00	1,304.92	4,587.89	37%	4,650.00	1,129.57	24%
Expenditures							
OPERATION EXPENSE:	2,600.00	1,078.00	2,522.25	41%	5,000.00	-	0%
CONSERVATION TRUST FUND Expenditure Total:	2,600.00	1,078.00	2,522.25	41%	5,000.00	-	0%
CONSERVATION TRUST FUND Net Income	900.00	226.92	2,065.64	25%	(350.00)	1,129.57	-323%
Restricted - Beginning Fund Balance - CONSERVATION TRUST FUND	31,431.00	31,431.00	31,431.00	100%	33,496.64	33,496.64	100%
Restricted - Ending Fund Balance - CONSERVATION TRUST FUND	32,331.00	31,657.92	33,496.64	98%	33,146.64	34,626.21	104%

Town of Fairplay
Financial Update
March 31, 2025

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	Fiscal Year 2024				Fiscal Year 2025		
	2024 Amended Budget	3/31/2024 Prior YTD Actual	12/31/2024 Year-End Actual (Unaudited)	YTD Actual As % of Budget	2025 Adopted Budget	3/31/2025 YTD Actual	YTD Actual As % of Budget
INTERNAL SERVICE FUND							
INTERNAL CHARGES FOR SERVICES REVENUE	153,868.00	31,114.32	153,868.27	20%	169,457.00	39,536.91	23%
OPERATING EXPENDITURES	228,232.00	-	228,254.93	0%	70,000.00	64,713.01	92%
INTERNAL SERVICE FUND Net Income	<u>(74,364.00)</u>	<u>31,114.32</u>	<u>(74,386.66)</u>	<u>-42%</u>	<u>99,457.00</u>	<u>(25,176.10)</u>	<u>-25%</u>
Unassigned - Beginning Fund Balance - INTERNAL SERVICE FUND	142,362.00	142,362.00	142,362.00	100%	67,975.34	67,975.34	100%
Unassigned - Ending Fund Balance - INTERNAL SERVICE FUND	67,998.00	173,476.32	67,975.34	255%	167,432.34	42,799.24	26%
FAIRPLAY UTILITY ENTERPRISE							
Revenue							
WATER REVENUE:	517,788.00	214,232.54	510,620.11	41%	457,537.00	136,602.88	30%
WATER-MISCELLANEOUS REVENUE:	199,850.00	-	177,491.75	0%	-	-	0%
WASTEWATER REVENUE:	819,439.00	271,998.03	821,026.55	33%	675,000.00	191,870.55	28%
INTEREST/FEE REVENUE:	88,011.00	18,061.02	89,637.85	21%	75,000.00	22,442.45	30%
FAIRPLAY UTILITY ENTERPRISE Revenue Total:	<u>1,625,088.00</u>	<u>504,291.59</u>	<u>1,598,776.26</u>	<u>31%</u>	<u>1,207,537.00</u>	<u>350,915.88</u>	<u>29%</u>
Expenditures							
EMPLOYEE EXPENSES:	201,522.00	56,294.54	171,789.85	28%	178,515.00	33,774.03	19%
OFFICE/GENERAL EXPENSE:	82,771.00	21,003.15	82,120.67	25%	107,088.00	16,931.09	16%
CONTRACTUAL FEES:	91,750.00	23,540.69	78,707.05	26%	198,500.00	33,981.30	17%
WATER - PLANT & EQUIPMENT:	959,220.00	361,268.20	935,982.13	38%	381,500.00	16,115.99	4%
WASTEWATER-PLANT & EQUIPMENT:	540,126.00	53,730.87	458,614.74	10%	554,500.00	19,160.29	3%
DEBT SERVICE:	326,792.00	(3,460.30)	83,461.66	-1%	326,845.00	-	0%
FAIRPLAY UTILITY ENTERPRISE Expenditure Total:	<u>2,202,181.00</u>	<u>512,377.15</u>	<u>1,810,676.10</u>	<u>23%</u>	<u>1,746,948.00</u>	<u>119,962.70</u>	<u>7%</u>
FAIRPLAY UTILITY ENTERPRISE FUND Net Income:	<u>(577,093.00)</u>	<u>(8,085.56)</u>	<u>(211,899.84)</u>	<u>1%</u>	<u>(539,411.00)</u>	<u>230,953.18</u>	<u>-43%</u>
Unassigned - Beginning Fund Balance - FAIRPLAY UTILITY ENTERPRISE FUND	1,912,970.00	1,912,970.00	1,912,970.00	100%	1,701,070.16	1,701,070.16	100%
Unassigned - Ending Fund Balance - FAIRPLAY UTILITY ENTERPRISE FUND	1,335,877.00	1,904,884.44	1,701,070.16	143%	1,161,659.16	1,932,023.34	166%



*Town of
Fairplay
Colorado*

Town of Fairplay

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STAFF MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: Resolution No. 15, Series of 2025 – Amended Construction Contract with JOC Construction for Burro Museum Renovation at 501 Main

DATE: May 5, 2025

BACKGROUND/ANALYSIS:

The Town of Fairplay and the Board of Trustees approved a contract with JOC construction on March 3, 2025 for renovations at the 501 Main Street Building for a permanent Burro Museum. Construction began in early April, and Staff has been in constant contact with the contractor and discussed several upgrades to the space to make it more cohesive and complementary to the Visitor Center and also provide minor improvements for historical and aesthetic purposes.

These upgrades and the additional pricing are as follows:

- Demo of ceiling grid: \$2,950
- Patching ceiling drywall for paint: \$2,150
- Painted ceiling: \$1,860
- Swap glass/wood doors - \$630
- Wood trim around windows/doorways/base boards similar to adjacent room: \$3,800
- Wood/rustic wood window sills similar to adjacent room: \$1600

This total came in at \$12,990.00. However, JOC negotiated that price down to \$7,517.58. The original contract was \$95,269.85 and with the upgrades, the new price is coming in at \$102,787.43. \$300,000.00 was budgeted in the 501 Main GL line item for additional improvements in 2025.

RECOMMENDATION:

Approve Resolution No. 15, Series of 2025, as presented by motion, second and roll call vote to enter into an amended Construction Agreement with JOC Construction for the Burro Museum Project at 501 Main Street.

ATTACHMENTS:

- Proposed Resolution No. 15
- Exhibit A – Construction Contract
- JOC Bundled Report / Work Order

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 15
Series of 2025**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AMENDED CONSTRUCTION CONTRACT WITH JOC CONSTRUCTION FOR THE 501 MAIN BURRO MUSEUM RENOVATION PROJECT.

WHEREAS, the Town of Fairplay (the "Town") is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and

WHEREAS, the Town desires to enter into an amended contract for additional aesthetic related improvements for the Town's Burro Museum renovation project that is underway; and

WHEREAS, the Fairplay Board of Trustees, after full consideration of the Statement of Work, Price Proposal Summary, and recommendation of Staff, desires to approve the amended construction contract with JOC Construction for the Burro Museum renovations.

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

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees hereby:

- (a) Approves the Construction Contract attached hereto as "**Exhibit A**" for the project;
- (b) Approves the Construction Contract for a total amended amount of One Hundred Two Thousand Seven Hundred Eighty-Seven and Forty Three Cents (\$102,787.43) from the funds allocated in the 2025 Town budget for the 501 Main Street - Remodel (10-51-96);
- (c) Authorizes the Mayor to execute the Construction Contract and the Town Administrator and Town Attorney to make such changes as may be necessary to correct any non-material errors or language contract that does not increase the obligations of the Town.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

RESOLVED, APPROVED AND ADOPTED this 5th day of May, 2025.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

AMENDED CONSTRUCTION CONTRACT

This Construction Contract ("Agreement"), is made and entered this **5TH day of May, 2025** by, and between, the **TOWN OF FAIRPLAY** ("Town"), a Colorado statutory town, and **JOC Construction** ("Contractor"). The Town and Contractor, in consideration of the mutual covenants and agreements hereinafter set forth, and valuable consideration, the sufficiency of which is acknowledged, agree as follows:

1. Scope of Work - Contract Documents. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the construction and completion of the work proposed to be done under this Agreement. Contractor will construct and complete the work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the Town, within the time specified herein and in strict accordance with the contract documents, including without limitation the following documents:

- a. this Agreement;
- b. **Exhibit A (the "Project").**
- c. **Exhibit B (the price of Project or Price of Work).**

All of the said documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

2. Description of Project - Completion.

a. Contractor shall perform all of the work identified and set forth in **Exhibit A**, the Project specifications prepared by the Contractor and submitted to the Town ("Contractor's Specifications"), and pursuant to the Town's Standards and Specifications for the Project ("Town's Standards and Specifications"), except as otherwise stated within this Agreement.

b. In case of any conflict between the Contractor's Specifications and the Town's Standards and Specifications, the Town's Standards and Specifications shall control.

c. Contractor shall be responsible for providing barricading and traffic control, for insuring the safety of the public during the performance of the work and for maintaining access through the area in which the work is to be performed.

3. Relationship of Contractor to Town. The Contractor accepts the relationship of trust and confidence established between it and the Town by this Agreement. Contractor covenants with the Town to furnish its best skill and judgment and to cooperate with the Town's Project Manager and all other persons and entities in furthering the interests of the Town. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the

work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

4. **Contractor's Representations.** In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

a. The Contractor has familiarized itself with the nature and the extent of the contract documents, work, the locality, existing improvements, all physical characteristics of the area, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.

c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents and such documents are now acceptable to the Contractor.

5. **Project Manager.** The Town's Project Manager, for the purposes of the contract documents, is **Janell Sciacca, Town Administrator**, or such other person as the Town may designate in writing.

6. **Engineer.** The Town's Engineer, for the purposes of the contract documents, is **Deron Dircksen, Senior Engineer, SGM**, or such other person as the Town may designate in writing.

7. **Time of Commencement and Completion.**

a. The work shall be completed according to phases established by the Town. No work shall be commenced by the Contractor until after a pre-construction meeting of the Contractor and the Town's representatives.

b. Prompt completion of the work is essential to the Town. Time is of the essence in all respects regarding this Agreement and the work. Contractor shall carry out construction of the project with all due diligence. Subject to allowances agreed to by the Town and Contractor for bad weather working days, substantial completion of the project shall be achieved by no later than **60** calendar days after the date on which this Agreement is executed by the Town and the Contractor, but in no event shall such substantial completion occur later than **July 4, 2025**. The Town shall determine whether the work has been substantially completed, using such factors as are deemed appropriate by the Town, including but not limited to the definition of "substantial completion" provided in C.R.S. § 24-91-102(5).

8. **Price of Work.** The Town agrees to pay, and Contractor agrees to accept, in full payment for the performance of this Agreement, an amount not to exceed **ONE HUNDRED TWO THOUSAND SEVEN HUNDRED EIGHTY-SEVEN DOLLARS AND FORTY-THREE CENTS (\$102,787.43)**. Unit prices and unit costs shall not exceed those shown in **Exhibit B** attached hereto and incorporated herein by reference.

9. **Scope of Payment.** The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the work and for performing all work contemplated and embraced under this Agreement. Compensation shall also include loss or damage caused by the nature of the work, the action of the elements, or any unforeseen difficulties which may be encountered during the prosecution of the work, for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for any infringement of patent, trademark, or copyright. Compensation shall be for completing the work according to the plans, specifications, and all contract documents. Neither the payment of any estimate or progress payment nor the payment of any retained percentage shall relieve the Contractor of any obligations to correct any defective work or material. No funds, payable under this Agreement or any part thereof, shall become due and payable, if the Town so elects, until the Contractor shall satisfy the Town that it has fully settled or paid for all materials and equipment used in or upon the work and labor done in connection therewith. The Town may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the Town may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the Town in lieu of the bond so executed by such surety.

10. **Application for Progress Payment.** By the 15 day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these contract documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may not be included for payment at the discretion of the Town. Where the Town so requires it, each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least ten percent (10%) of payments to Contractor in accordance with Article 91, Title 24, C.R.S.

11. **Ownership of Plans, Specifications, and Documents.** Except for Contractor's executed set, all of the plans and the contract documents are the property of the Town. If the Town provides to the Contractor plans, specifications, permits, and other documents and materials required to perform the work. The plans and specifications are not to be used on other work, and all sets shall be returned to the Town at the completion or cessation of the work or termination of

this Agreement.

12. No Personal Liability. In carrying out any of the provisions of this Agreement or in exercising any power or authority thereby, there shall be no personal liability of the Town, its governing body, staff, consultants, officials, attorneys, representatives, agents, or employees.

6. Observation of All Laws. It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the work or the Project. It is not the responsibility of Contractor to determine that this Agreement and the contract documents are in accordance with applicable laws, statutes, building codes, and regulations; however, if Contractor knows, or should have reason to know, that any of the contract documents are at variance therewith in any respect, Contractor shall promptly notify the Town in writing, and any necessary changes shall be made as provided herein.

7. Agreement Provisions Prevail. The intent and purpose of this Agreement and the construction documents is to complement each other; however, the terms and provisions of this Agreement shall prevail regarding differences in, discrepancies with, or conflicts of, terms or provisions contained in other contract documents.

8. Contractor's Responsibility for Work. Until the final acceptance of the work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the work occasioned by any causes before its completion and acceptance. In case of suspension of work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by the Town, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended by the contract documents, plans, and specifications prior to final acceptance of the work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this section upon final acceptance of the work by the Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

16. Termination of Contractor's Responsibility. The project will be considered complete when all work has been finished, the final inspection made, and the work accepted by the Town in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in the surety bond, and except as

required in this Agreement and the contract documents regarding the Contractor's Guaranty of Work.

17. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

18. Insurance.

a. The Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this Project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

c. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of the Work. 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) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this Agreement, including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.

(2) Comprehensive Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and

ONE MILLION DOLLARS (\$1,000,000) 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, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

d. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

e. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

f. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion 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 Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town under this Agreement.

19. Performance Bond. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Town with a Performance Bond in the amount of the full contract price. Prior to execution of this Agreement, the Contractor shall provide the form of the Performance Bond to the Town for its review and approval. The Town shall be

authorized to draw upon the Performance Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Engineer. The Performance bonds shall remain in effect at least until one year after the date of final payment or through the one (1) year Guaranty of Work period specified in this Agreement, whichever is longer.

20. Evidence of Satisfaction of Liens. Contractor shall provide the Town with written evidence that all persons who have done work or furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor.

21. Acceptance of Work. No act of the Town, or of any representative thereof, either in superintending or directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by the Town or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

9. Guaranty of Work. Contractor agrees to guarantee all work under this Agreement for a period of one year from the date of final acceptance by the Town. Contractor warrants to the Town that the Work shall be fit for its intended purposes, that materials and equipment furnished under this Agreement shall be of good quality and new, that all Work shall be free from defects and that all Work shall meet all of the requirements of this Agreement. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by the Town, then the Contractor shall, when notified by the Town, immediately place such guaranteed work in a condition satisfactory to the Town. The Town shall have all available remedies to enforce such guaranty, except that the Town shall not have any work performed independently to fulfill such guaranty and require Contractor to pay the Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

23. Costs and Attorneys' Fees. In addition to the indemnification provisions of this Agreement and the contract documents, and provided that the Town is not in material default of this Agreement or the direct cause of litigation, the Contractor shall be responsible for and pay the Town for all of the costs, expert, and attorneys' fees related to litigation or other forms of dispute resolution arising out of any matter related to this Agreement, the contract documents, or the work.

24. Timing of Change Orders. The Town shall use reasonable efforts to grant or deny change orders within twenty-four hours and not later than seventy-two hours of request of the Contractor. The Project Manager shall be authorized to approve change orders which do not increase the price of the work as provided in Section 7. Change orders which increase the price of the work shall be approved or denied in writing by the Town of Georgetown

25. No Assignment. This Agreement shall not be assigned by the Contractor without the prior written approval of the Town.

26. Governing Law. This Agreement shall be deemed entered into in Park County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Park County in connection with any dispute arising out of or in any matter connected with this Agreement.

27. Subcontracting. It is understood and agreed that the employment of the Contractor by the Town for the purposes of said project shall be exclusive, but the Contractor shall have the right to employ such assistance as may be required for the performance of the project. Said Contractor shall be responsible for the compensation, insurance, and all clerical details involved in the employment of said assistance.

28. Equal Opportunity Employer.

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

29. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not employees or agents of the Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as

establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

30. Successors and Assigns. Town and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the contract documents.

31. No Waiver of Governmental Immunity. Nothing herein is intended as nor shall it be construed as a waiver of the protections and immunities afforded the Town under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or pursuant to any other applicable laws.

32. Multi-year Fiscal Obligation. The Town's obligation to pay any sum of money under this Agreement is subject to its appropriation of sufficient funds therefor. Nothing herein is intended to create or shall be construed to constitute multiple fiscal year financial obligations of the Town.

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

34. Complete Agreement. This Contract is intended as the complete integration of all understandings between the Town and Contractor and supersede all prior negotiations, representations, or agreements, whether written or oral. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing

35. Authorization. Contractor warrants that the individual executing this Contract is properly authorized to bind Contractor to this Contract.

BY THEIR SIGNATURES, the Town and the Contractor agree to the terms of this Agreement this 5th day of May, 2025.

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

TOWN OF FAIRPLAY, COLORADO (TOWN)

Name: Frank Just

Title: Mayor

ATTEST:

Janell Sciacca, Town Clerk

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

JOC Construction (CONTRACTOR)

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)

)ss

COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn
to before me this ____ day of _____, 2025

Witness my hand and official seal.

My commission expires on: _____

Notary Public

Address

(SEAL)

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



Work Order Signature Document

Sourcewell EZIQC Contract No.: CO-NE-GC01-090920-LRI

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 24-Fairplay-0007.00

Work Order Date: 04/28/2025

Work Order Title: Burro Museum

Owner Name: COLORADO - Town of Fairplay

Contractor Name: JOC Construction LLC

Contact: Janell Sciacca

Contact: Kiryl Kavalenka

Phone: 719.656.0081

Phone: 720-419-5142

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CO-NE-GC01-090920-LRI.

Brief Work Order Description:

Gift shop flooring paining

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:



Work Order Firm Fixed Price: \$102,787.43

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Kiryl Kavalenka
JOC Construction LLC
200 Union Blvd., Suite 200
Lakewood, CO 80228
720-419-5142

From: Janell Sciacca
COLORADO - Town of Fairplay
901 Main St
Fairplay, CO 80440
719.656.0081

Date Printed: April 28, 2025

Work Order Number: 24-Fairplay-0007.00

Work Order Title: Burro Museum

Brief Scope: Gift shop flooring paining

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope of Work must be entered into eGordian in order to issue a Request for Proposal

Subject to the terms and conditions of JOC Contract **CO-NE-GC01-090920-LRI**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date:	April 28, 2025	
Re:	IQC Master Contract #:	CO-NE-GC01-090920-LRI
	Work Order #:	24-Fairplay-0007.00
	Owner PO #:	
	Title:	Burro Museum
	Contractor:	JOC Construction LLC
	Proposal Value:	\$102,787.43

Section - 01	\$2,272.07
Section - 02	\$10,814.36
Section - 03	\$8,415.40
Section - 06	\$48,455.44
Section - 07	\$233.27
Section - 08	\$468.46
Section - 09	\$23,042.46
Section - 26	\$9,085.97
Proposal Total	\$102,787.43

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: April 28, 2025

Re: IQC Master Contract #: CO-NE-GC01-090920-LRI
 Work Order #: 24-Fairplay-0007.00
 Owner PO #:
 Title: Burro Museum
 Contractor: JOC Construction LLC
 Proposal Value: \$102,787.43

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$2,050.82
			Installation	Quantity 1,864.38 x Unit Price 1.00 x Factor 1.1000 = Total 2,050.82	
				Bond Fees.	
2	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$221.25
			Installation	Quantity 1.00 x Unit Price 165.01 x Factor 1.3408 = Total 221.25	
				Mobilization of small equipment and materials to complete tasks	
Subtotal for Section - 01					\$2,272.07
Section - 02					
3	02 41 16 13 0003		GSF	Up To 2,000 SF Commercial Building Interior Demolition, Gutting And Placing Into Dumpster Or Truck	\$10,814.36
			Installation	Quantity 1,420.00 x Unit Price 5.68 x Factor 1.3408 = Total 10,814.36	
				Demolition of existing floors.	
Subtotal for Section - 02					\$10,814.36
Section - 03					
4	03 54 16 00 0005		SF	1/2" Thick Self Leveling Cementitious Underlayment For FloorsIncluding Surface Preparation	\$8,415.40
			Installation	Quantity 1,420.00 x Unit Price 4.42 x Factor 1.3408 = Total 8,415.40	
				Leveling the floors prior to flooring installation.	
Subtotal for Section - 03					\$8,415.40
Section - 06					
5	06 11 16 00 0072		LF	2" x 8" Wood Sill	\$907.25
			Installation	Quantity 195.00 x Unit Price 2.51 x Factor 1.3408 = Total 656.25	
			Demolition	195.00 x 0.96 x 1.3408 = 251.00	
				This is for removal of existing and install of new rustic look wood windowsills.	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-Fairplay-0007.00

Work Order Title: Burro Museum

Section - 06

6	06 11 16 00 0190	LF	1" x 4" Cedar Light Framing, Trim And Furring						\$2,367.79
			Quantity	Unit Price	Factor	=	Total		
		Installation	965.00 x	1.83 x	1.3408	=	2,367.79		
			This is for all wood trim around openings and at base of walls.						
7	06 15 13 00 0074	SF	5/4" x 4" Pressure Treated Decking, 2" x 8" Pressure Treated Joists, Wood Ramp System						\$45,180.40
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,420.00 x	23.73 x	1.3408	=	45,180.40		
			Reframing the entire floor system to level the floors between the new Chambers and Gift Shop areas.						

Subtotal for Section - 06**\$48,455.44****Section - 07**

8	07 92 19 00 0005	CLF	3/8" x 3/8" Joint, Acoustical Sealant						\$220.49
			Quantity	Unit Price	Factor	=	Total		
		Installation	0.80 x	205.56 x	1.3408	=	220.49		
			Sealing around the perimeter walls.						
9	07 92 19 00 0005 0099	MOD	For Up To 2.5 CLF, Add						\$12.78
			Quantity	Unit Price	Factor	=	Total		
		Installation	0.80 x	11.91 x	1.3408	=	12.78		

Subtotal for Section - 07**\$233.27****Section - 08**

10	08 12 13 13 0008	EA	3' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame						\$468.46
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	299.22 x	1.3408	=	401.19		
		Demolition	1.00 x	50.17 x	1.3408	=	67.27		
			To remove and reinstall steel and aluminum frames/doors at new locations.						

Subtotal for Section - 08**\$468.46****Section - 09**

11	09 23 13 00 0014	SF	Skim Coat One Coat Gypsum Plaster On Walls						\$195.76
			Quantity	Unit Price	Factor	=	Total		
		Installation	200.00 x	0.73 x	1.3408	=	195.76		
			Skim existing walls and new drywall to match finish.						
12	09 23 13 00 0014 0037	MOD	For >100 To 500, Add						\$32.18
			Quantity	Unit Price	Factor	=	Total		
		Installation	200.00 x	0.12 x	1.3408	=	32.18		
13	09 29 10 00 0041	SF	Up To 10' High, Ceilings, Tape, Spackle And Finish Gypsum Board						\$1,239.57
			Quantity	Unit Price	Factor	=	Total		
		Installation	2,150.00 x	0.43 x	1.3408	=	1,239.57		
			This is patching/finishing ceiling lid in preparation for paint.						
14	09 51 13 00 0018	SF	2' x 4' x 3/4" Square Edge, Mineral Fiber Acoustical Ceiling Panel (Armstrong Fine Fissured)						\$0.00
			Quantity	Unit Price	Factor	=	Total		
		Installation	0.00 x	2.52 x	1.3408	=	0.00		
			This item was deleted with the new SOW of painting the ceiling.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-Fairplay-0007.00

Work Order Title: Burro Museum

Section - 09

15	09 51 13 00 0018	0093	MOD	For Up To 50, Add						\$347.54
			Installation	Quantity	Unit Price	Factor	=	Total		
				405.00	x	0.64	x	1.3408	=	347.54
16	09 51 13 00 0018		SF	2' x 4' x 3/4" Square Edge, Mineral Fiber Acoustical Ceiling Panel (Armstrong Fine Fissured)						\$643.58
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.00	x	2.52	x	1.3408	=	0.00
			Demolition	2,400.00	x	0.20	x	1.3408	=	643.58
			This is the removal of all existing ceiling grid system components and demo of all existing wiring/fasteners, in preparation for finishing existing drywall for paint.							
17	09 53 23 00 0002		SF	1' x 1' Grid, Concealed, Hot Dipped Galvanized Steel, 15/16" T Bar Ceiling Suspension SystemExcludes ceiling tile.						\$804.48
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.00	x	2.60	x	1.3408	=	0.00
			Demolition	2,400.00	x	0.25	x	1.3408	=	804.48
			This is the removal of all existing ceiling grid system components and demo of all existing wiring/fasteners, in preparation for finishing existing drywall for paint.							
18	09 64 13 00 0010		SF	3/32" Thick, Polyethylene Foam, Wood Flooring Underlayment (Roberts® Unison™ 70-025-15)						\$932.93
			Installation	Quantity	Unit Price	Factor	=	Total		
				1,420.00	x	0.49	x	1.3408	=	932.93
			Underlayment for floating flooring.							
19	09 64 29 00 0032		SF	1/2" Thick, Select Maple, Prefinished Engineered Wood Flooring						\$17,002.15
			Installation	Quantity	Unit Price	Factor	=	Total		
				1,420.00	x	8.93	x	1.3408	=	17,002.15
			Provide and install new floating flooring system.							
20	09 65 13 13 0016		LF	6" High, 1/8" Thick, Type TS Thermoset Vulcanized Rubber Wall Base, All Colors						\$0.00
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.00	x	3.79	x	1.3408	=	0.00
			This item was deleted with the new SOW using 1" x 4" wood trim boards.							
21	09 91 23 00 0151		SF	Paint Interior Drywall/Plaster Ceiling, 1 Coat Primer, Brush/Roller Work						\$661.68
			Installation	Quantity	Unit Price	Factor	=	Total		
				1,050.00	x	0.47	x	1.3408	=	661.68
22	09 91 23 00 0153		SF	Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work						\$1,182.59
			Installation	Quantity	Unit Price	Factor	=	Total		
				1,050.00	x	0.84	x	1.3408	=	1,182.59

Subtotal for Section - 09

\$23,042.46

Section - 26

23	26 05 33 13 0010		CLF	3/4" Electrical Metallic Tubing (EMT) Conduit Assembly With 3 #12 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.						\$1,830.06
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.35	x	580.81	x	1.3408	=	1,830.06
			Electrical wire and for installation of new light fixtures.							
24	26 05 33 13 0010	0017	MOD	For Work In Restricted Working Space, Add						\$436.74
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.35	x	138.61	x	1.3408	=	436.74

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-Fairplay-0007.00

Work Order Title: Burro Museum

Section - 26

25	26	51	19	00	0025	EA	2' x 4', 4,600 Lumens, Prismatic Lensed, Lay-In/Troffer LED Fixture (Lithonia 2TL4)					\$6,819.17	
							Installation	Quantity		Unit Price	Factor	=	Total
								15.00	x	339.06	x	1.3408	6,819.17
							Provide and install new light fixtures.						

Subtotal for Section - 26**\$9,085.97****Proposal Total****\$102,787.43**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Town of Fairplay
501 Main Burrow Museum
501 Main Street,
Fairplay, CO 80440

Summary of Scope

This Scope of Work is for the new Burro Museum, based on the site walk with the Town of Fairplay and observations made by the contractor at the site visit completed on 3/18/2025.

Detailed Scope of Work

We have included the following items in our proposal:

The project involves removing the grid/acoustic ceiling tiles. Additionally, the floor in the new Museum area will be leveled and finished with LVP. This will include removing the existing plywood and exposing the joists underneath, followed by the removal of the joists up to the outside walls. A new joist system will be installed to create a level floor between the new Chambers and the existing Hallways. The floor will be sloped approximately 1/8 inch toward the hallway. Once leveled, new plywood decking will be installed on top of the joists, and new laminate flooring will be laid throughout the space. Finally, a new wood wall base will be installed around the wall perimeter, and all openings. It is important to note that this work is classified as repairs rather than construction and does not form part of the building's redesign, so no formal drawings will be provided.

1. Grid/Ceiling Tile Removal:

- Demo all ceiling grid in preparation for paint.

2. Floor Leveling and Finishing:

- Remove the existing plywood to expose the joists beneath.
- Remove the joists up to the outside walls.
- Install a new joist system to level the floor between the new Chambers and existing Hallways, ensuring the new Gift Shop area is level.
- The floor will have an approximate 1/8-inch slope toward the hallway.
- Install new plywood decking on top of the newly installed joists.
- Lay new laminate flooring throughout the space.
- Install rough wood base along the perimeter.

3. Electrical:

- Remove existing light fixtures.
- Provide and install canned and track light fixtures/wiring.
- Replace existing receptacles with new, as well as add several new receptacles at designated client locations.

4. Finishes:

- Paint all walls, ceiling, door frames.
- Wood trim around all windows/doorways/wall base boards.
- Replacement wood windowsills

5. Doorways:

JOC Construction, LLC
Colorado/ Arizona/ Georgia/ North Carolina/ South Carolina/ Tennessee/ Florida
www.joc-construction.com

- The existing doors/frames will be swapped to place the wood door at the back of the space, and the glass door to be placed at the entry of the Museum.

Note: This work is considered repairs and is not part of the building's redesign. There will be no drawings for this work, as it does not constitute construction.

Details that apply to all work

1. This proposal is based on normally expected conditions as observed upon site visit.
2. Contractor shall utilize the latest issue of the SOURCEWELL Specifications for all work.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at job site.
5. Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to beginning work.
6. All salvageable materials remain the property of the Owner.
7. Contractor shall coordinate inspections as required / if required.
8. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including wood, plastic, paper or other means for sealing / protecting furniture, sidewalks, doors or windows, etc.
9. Contractor shall be responsible for daily job site clean-up and will make provisions for disposing of all of his trade's debris. There shall not at any time be any material or debris left on site that could endanger the public.
10. Contractor shall be responsible for 48 hours advanced notice to coordinate Utility Interruptions.

Submittals

1. Laminate Flooring specifications.
2. Light fixtures.
3. Wood trim at openings and wall bases.
4. Paint.

Schedule

1. The total estimated duration to complete this project including an allotment for administrative time, submittal processing, inspection time, punch list remediation, and closeout time will be **[30] Days** from the time JOC Construction receives purchase order from client, however, should there be any circumstances that impede progress that are out of the control of JOC Construction Inc. a time extension equal to documented days lost will be issued.

Owners Responsibilities

April 28, 2025



1. Provide access to job site and prompt response to RFI and submittal information submitted by contractor.
2. Provide reimbursement for any fees associated with tapping/beginning service for utilities and permitting as necessary.

Closeout

1. Contractor must remove all excess materials, debris, tools and equipment from the site.
2. Owner shall be provided 1 Electronic Copy of the Operations and Maintenance manual for the project with retainage billing.
3. Owner will be provided a 1 year warranty from Contractor on furnished material and workmanship.

Clarifications

1. This project is based on normal working hours.
2. Permit fees are excluded in this proposal.
3. Design fees are excluded in this proposal.



**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, CO
Monday, May 5, 2025, at 6:00 P.M. in the
Fairplay Town Hall, 901 Main St, Fairplay, CO**
[Join the TEAMS Meeting](#) (Meeting ID: 227 990 672 850 / Passcode: 4MW9UG9f)

- I. 6:00 PM 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 REGULAR MEETING MINUTES** – April 7, 2025
 - B. **APPROVAL OF REGULAR MEETING MINUTES** – April 28, 2025
 - C. **APPROVAL OF EXPENDITURES** – Paid bills for all Town funds from April 26, 2025, through May 1, 2025, in the amount of **\$7,696.98.**
- VI. **CITIZEN COMMENTS** *(This item allows the public to sign up to address the Board on matters that are not already on the agenda. Comments are limited to 5 minutes per person. On advice of counsel, neither the Board nor Staff members will directly respond to comments; instead, the Board will direct Staff to respond and, when necessary, provide a status update to the Board.)*
- VII. **PROCLAMATIONS, PRESENTATIONS & UPDATES**
 - A. Proclamation recognizing the week of May 11-17, 2025 as National Police Week.
 - B. Proclamation recognizing May 4, 2025 as International Firefighters' Day.
- VIII. **NEW BUSINESS**
 - A. **Interview of Applicants and Appointment to fill Vacant Seat on the Fairplay Board of Trustees.** *The Board will conduct interviews with applicants that submitted a letter of interest for consideration of appointment to a vacant seat on the Board..*
 - B. **Administration of Oath of Office to Appointed Trustee.** *The Town Clerk will administer the Oath of Office to appointed candidate.*
 - C. **2025 1st Quarter Town of Fairplay Financial Update by Amanda Karger, Senior Manager of Plante Moran.** *The Board will receive a financial update on the 1st Quarter of 2025 and status of the Annual Audit from its Accounting Firm.*
 - D. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 15, Series of 2025, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AMENDED CONSTRUCTION CONTRACT WITH JOC CONSTRUCTION FOR THE 501 MAIN BURRO MUSEUM RENOVATION PROJECT.**”? *The Board will consider approval of an amended agreement for renovations for the Burro Museum project.*
- IX. **STAFF AND BOARD OF TRUSTEE REPORTS**
- X. **ADJOURNMENT.**

Upcoming Meetings / Events

Board of Trustees Special Work Session	May 12, 2025
Board of Trustees Regular Meeting	May 19, 2025
Xcel Energy Wildfire Mitigation Project Temporary Power Outage / Pole Replacement	May 28, 2025
Board of Trustees Regular Meeting	June 2, 2025
Town Clean Up Days	June 6-8, 2025
Huck Finn Free Fishing Day at Fairplay Beach	June 7, 2025
TGIFairplay FREE Concert Friday With Chris Daniels & the Kings	June 27, 2025
Fairplay Independence Day Celebration	July 4, 2025
Park County Fair	July 11-20, 2025
Fairplay Gem, Mineral and Jewelry Show	July 24-27, 2025