

1. Meeting Material

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**OFFICIAL MINUTES
REGULAR BOARD MEETING
MARCH 3, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

I. CALL TO ORDER

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, February 24, 2025, at 6:04 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, and Trustee Josh Voorhis.
Trustee Baum arrived at 6:02 PM.

BOARD MEMBERS ABSENT: Mayor Pro Tem Pete Lynn (excused for scheduled vacation)

STAFF IN ATTENDANCE: Town Administrator Janell Sciacca and Town Attorney Joe Rivera (online).

IV. APPROVAL OF AGENDA

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

- Roll call vote: Unanimous approval.

V. CONSENT AGENDA

- A. APPROVAL OF REGULAR MEETING MINUTES – January 6, 2025
- B. APPROVAL OF REGULAR MEETING MINUTES – February 3, 2025
- C. APPROVAL OF REGULAR MEETING MINUTES – February 24, 2025
- D. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from February 21, 2025, through February 27, 2025, in the amount of \$74,864.22.

Town Administrator Sciacca responded to questions regarding expenses. Trustee Douglas noted a change to minutes of February 24 for New Business Item A – CUSP membership and noted the Voorhis voted in favor of the item and the vote was unanimous.

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

- Roll call vote: Unanimous approval.

VI. CITIZEN COMMENTS – None.

VII. PROCLAMATIONS, PRESENTATIONS & UPDATES

- A. Justin Kurth, Regional Director and Outreach Coordinator for U.S. Rep. Brittany Pettersen, made an unscheduled appearance. Kurth, appeared online and provided updates on legislation introduced by Pettersen, her monitoring of developments in federal grant funding and financing changes, and potential discontinuation of grant programs.

VIII. PUBLIC HEARINGS

- A. **SECOND READING** – Should Approve the Adoption of Ordinance No. 1, Series of 2025, entitled, **“AN ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO REGARDING ADDITIONAL PARKING ENFORCEMENT MEASURES.”?**

Mayor Just provided an overview of the Public Hearing format and opened the hearing. Town Attorney Rivera reviewed key changes made following input received from the Board at a prior meeting which removed references to Parking Enforcement Officer or creation of a parking enforcement office, clarified that only the Police Department can issue parking citations and specified enforcement only on town roadways, not on US or state highways. Discussion took place regarding the Town's inability to erect signs on Highway 9 or without CDOT approval and Officers citing of certain motor vehicle traffic code violations.

MOTION to approve Ordinance No. 1, Series of 2025, as presented was made by Trustee Voorhis and seconded by Trustee Douglas.

- Roll call vote: Unanimous approval.

IX. NEW BUSINESS

A. FIRST READING – Should the Board of Trustees for the Town of Fairplay Approve the Adoption of Resolution No. 10, Series of 2025, entitled **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONSTRUCTION AGREEMENT WITH JOC CONSTRUCTION FOR RENOVATION OF SPACE AT THE TOWN'S 501 MAIN COMMUNITY BUILDING FOR THE BURRO MUSEUM.”**?

Town Administrator Sciacca noted that the agenda wording was incorrect, and the Resolution was No. 10 and had not been previously introduced. She noted the attendance of JOC Construction Director of Construction West Kiryl “K” Kavalenka and Business Development Representative Mike Dziubla. Sciacca, with the assistance of JOC representatives, provided an overview of the project details for the \$95,269.85 quote which included cosmetic updates, leveling off the floor, installing new flooring and ceiling tiles, electrical work, and heating improvements. The completion timeline was set for July prior to Burro Days.

MOTION to approve Resolution No. 10, Series of 2025, as presented was made by Trustee Douglas and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

X. STAFF AND BOARD OF TRUSTEE REPORTS

A. Demonstration of Town GIS system and discussion on future GIS projects.

Town Administrator Sciacca demonstrated the Town's GIS system, pointing out the key features of detailed infrastructure mapping (water lines, sewer lines, hydrants, curb stops, etc.), property ownership information integration, mobile access for field staff and ability to add documents and photos. She noted recent addition of HUTF (street) data and discussed future improvements such as drainage, plats, sidewalks, trail, signs, irrigation, and zoning information as well as potential 3D mapping of streets. Board members expressed interest in prioritizing sidewalk mapping, but felt all improvements would benefit the Town.

Town Administrator Sciacca reported that the next Xcel Pole Replacement public meeting had been set for March 26 and 4PM in the County Administration Building, audit work was underway, a comprehensive sidewalk quote had been obtained for use in grant applications, she had been appointed to the Park County Housing Board, a quote for the water meter replacement project had been received and did not include the actual meters, CML Conference registration opened for the June 24-27 event in Breckenridge, updates on the AVIS ordinance were expected at the March 17 meeting, the Town website was being updated for ADA compliance but also in anticipation of photo radar enforcement and payment of the related fines, and the River Park project would begin as soon as American Civil/FNF returned to the area in March or April.

Trustee Baum inquired about vehicle registration enforcement as part of the Town's photo radar enforcement measures. Town Administrator Sciacca believe that registration enforcement required state-level amendment before local implementation but advised she would have Chief Worley address this at the next meeting.

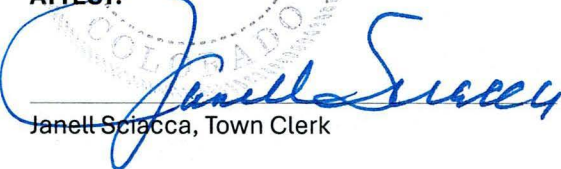
Trustee Voorhis expressed appreciation for the Town's assistance in urging CDOT to plow the parking lot on Hoosier Pass. Trustee Voorhis advised that rumors were circulating that the Town was holding up a development application because Staff wanted to be able to continue to use the property for its events instead of allowing the Food Bank to build on it. Town Administrator Sciacca replied that was not the case. She did ask the owner years ago if he would consider selling it to the

Town. At that time, the owner said he had plans for it and the matter was dropped. She added that Staff had reached out to and met with Food Bank representatives to help them know what to expect because their use in the Town Center would likely result in a Special Use application and Staff wanted them to be well informed in order to make appropriate decisions.

XI. ADJOURNMENT.

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 7:09 PM.

ATTEST:


Janett Sciacca, Town Clerk

BOARD OF TRUSTEES, FAIRPLAY, COLORADO



Frank Just, Mayor



**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, CO
Monday, March 3, 2025, at 6:00 P.M. in the
Fairplay Town Hall, 901 Main St, Fairplay, CO**

[Join the TEAMS Meeting](#) (Meeting ID: 275 521 038 459 / Passcode: 95Lo2dG9)

5:00 PM WORK SESSION – CONTINUED DISCUSSION ON ADOPTION OF 2024 I-CODES. (Work Sessions are held for the Board to receive, review, discuss, and analyze information on complex issues or proposals; allow for more in-depth discussions without taking any formal action; and study and better understand matters before making a formal decision during a separate public meeting where official votes are taken)

I. 6:00 PM CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

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 – January 6, 2025

B. APPROVAL OF REGULAR MEETING MINUTES – February 3, 2025

C. APPROVAL OF REGULAR MEETING MINUTES – February 24, 2025

D. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from February 21, 2025, through February 27, 2025, in the amount of **\$74,864.22.**

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

VIII. PUBLIC HEARINGS

A. SECOND READING – Should Approve the Adoption of Ordinance No. 1, Series of 2025, entitled, **“AN ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO REGARDING ADDITIONAL PARKING ENFORCEMENT MEASURES.”**? *The Board will consider adopting an ordinance amending rules and regulations for parking on Town streets, traffic control devices and stopping, standing or parking in prohibited places.*

IX. NEW BUSINESS

A. FIRST READING – Should the Board of Trustees for the Town of Fairplay Approve the Adoption of Resolution No. 11, Series of 2025, *previously introduced as Resolution No. 44, Series of 2024*, entitled **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONSTRUCTION CONTRACT WITH JOC CONSTRUCTION FOR RENOVATION OF SPACE AT THE TOWN’S 501 MAIN COMMUNITY BUILDING FOR THE BURRO MUSEUM.”**? *The Board will consider a proposal for renovation of a room in the 501 Main building as a permanent home for the Town’s official Burro Museum.*

X. STAFF AND BOARD OF TRUSTEE REPORTS

A. Demonstration of Town GIS system and discussion on future GIS projects.

XI. ADJOURNMENT.

Upcoming Meetings / Events

South Park School District Spring Break	March 10-13, 2025
Board of Trustees Regular Meeting	March 17, 2025
2 nd Xcel Energy Pole Replacement Project Public Meeting	March 26, 2025
Board of Trustees Regular Meeting	April 7, 2025
People’s Choice Awards Ceremony & Dinner	April 18, 2025
Board of Trustees Regular Meeting	April 21, 2025
Town Clean Up Days	June 6-8, 2025
Huck Finn Free Fishing Day at Fairplay Beach	June 7, 2025
1 ST TGI Fairplay FREE Concert – Chris Daniels & the Kings With Freddi Gowdy	June 27, 2025



Town of
Fairplay
Colorado

Town of Fairplay

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WORK SESSION STAFF MEMORANDUM

To: Board of Trustees

From: Kyle Parag, Chief Building Official

RE: 2024 Codes adoption

Date: March 3, 2025

BACKGROUND/ANALYSIS:

The Town of Fairplay adopts Building Codes that provide specific details and requirements related to construction of buildings and structures within the municipal boundaries in order to ensure a safe built environment. These Building Codes are based on a National Council (*International Code Council or ICC*) that continuously implements code changes based on industry standards, requirements, events, and material innovations. The ICC produces new versions with updates every 3 years and jurisdictions are suggested to adopt the newer versions on a regular basis.

Below is the agenda for items to be discussed at the Work Session on Monday, March 3, and I encourage the Board of Trustees to bring up any other matters they wish to discuss that are not on this list, or that need to be rediscussed following the February 3 Work Session:

CONTINUED DISCUSSION:

1. Accessory Dwelling Units
 - a. Current zoning regulations
 - b. [New Appendix-BC](#)
2. Radon requirements
3. Sleeping Lofts
4. Sprinkler square footage
5. Coordination with CWRC (Colorado Wildfire Resiliency Code)



**OFFICIAL MINUTES
REGULAR BOARD OF TRUSTEES MEETING
JANUARY 6, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

I. 6:00 PM – CALL TO ORDER

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, February 24, 2025, at 6:04 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 Pete Lynn, Trustee Ray Douglas, and Trustee Josh Voorhis.

BOARD MEMBERS ABSENT: Trustee Erik Baum

STAFF IN ATTENDANCE: Town Administrator Janell Sciacca and Town Attorney Joe Rivera.

IV. APPROVAL OF AGENDA

Town Administrator Sciacca noted amendments to the Consent Agenda to include adding minutes of August 19, 2024 and removing minutes for October 7 and October 21, 2024. She also reported that the Board of Adjustment Hearing was going to be continued.

MOTION to approve the agenda as amended was made by Trustee Voorhis and seconded by Trustee Douglas.

- Roll call vote: Unanimous approval.

V. CONSENT AGENDA

A. APPROVAL OF PRIOR MEETING MINUTES FOR:

1. August 19, 2024
2. September 9, 2024
3. September 16, 2024
4. ~~October 7, 2024~~
5. ~~October 21, 2024~~

B. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from December 13, 2024, through January 3, 2025 in the amount of \$62,909.47.

C. Adoption of Resolution No. 1, Series of 2024, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ESTABLISHING REGULAR MEETING DATES AND DESIGNATING THE PUBLIC PLACES FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW FOR THE CALENDAR YEAR 2025."?

MOTION to approve the Consent Agenda as amended with the minutes as written and expenditures as stated was made by Trustee Douglas and seconded by Mayor Pro Tem Lynn.

- Roll call vote: Unanimous approval.

VI. CITIZEN COMMENTS

Dale Fitting, 456 Front Street expressed concern over time and costs for a Lot Line Elimination application. Town Staff committed to resolving the issue following consultation with the new Town Attorney for clarity on whether it is a minor subdivision or lot line elimination.

VII. PROCLAMATIONS, PRESENTATIONS AND UPDATES

A. Presentation from South Park Food Bank regarding 2024 activities.

Jane Newman appeared and provided the Board with information on the activities of the Food Bank and fundraising efforts for construction of a new building. \$450,000 has been secured, an additional \$100,000 was expected to be secured next week and the total estimated cost for the new building is approximately \$700,000. Concerns were raised regarding the introduction of a \$5,000 subdivision fee and its impact on the project which was related to Dale Fitting's comments made at the beginning of the agenda. The board acknowledged the importance of addressing this issue efficiently to avoid delays. Newman requested the renewal of the Use Agreement to allow the Food Bank to continue operating out of the Town's 501 Main Building. Paragraph 7 of the contract was reviewed and mistakenly stated that the user shall be responsible for maintenance beyond the leased premises. A correction was agreed upon to clarify that maintenance responsibility is limited to the leased premises. The Board assured the Food Bank that they were happy to have them as tenants and would work collaboratively to ensure continuity of service. The Board thanked Newman for the report.

VIII. PUBLIC HEARINGS

A. BOARD OF ADJUSTMENT HEARING – The Board of Trustees, sitting as the Board of Adjustment, shall consider a request from David Axelrod of ACL Real Estate, for a variance from the Town's Unified Development Code for landscaping, parking and drainage improvements for the property located at 411 US Hwy 285 and more commonly known as the Highside Brewery"? - **CONTINUED**

IX. NEW BUSINESS

A. ADMINISTRATION OF OATH OF OFFICE to newly appointed Town Attorney Joseph Rivera.

Town Administrator / Clerk Sciacca administered the Oath of Office to newly appointed Town Attorney, **Joseph Rivera**. The Board welcomed Rivera.

B. FIRST READING – Should the Board of Trustees Approve the Adoption of Resolution No. 2, Series of 2024, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A USE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND THE SOUTH PARK FOOD BANK FOR USE OF SPACE AT 501 MAIN STREET.

Discussion was held on the amendment to Section 7 and the Town Attorney was given directions to redraft that portion as appropriate.

MOTION to approve Resolution No. 2 as presented and directed the Town Attorney to amend Section 7 regarding maintenance responsibility prior to sending to the Food Bank for signing was made by Mayor Pro Tem Lynn and seconded by Trustee Douglas.

- Roll call vote: Unanimous approval.

C. FIRST READING – Should the Board of Trustees Approve the Adoption of Resolution No. 3, Series of 2024, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WARM SPRINGS CONSULTING, L.L.C. FOR OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES FOR THE TOWN OF FAIRPLAY WATER TREATMENT FACILITY."?

Town Administrator Sciacca provided an overview of the Staff Report and reported that the agreement included an increase in the fee from \$5,000 to \$5,750 per month. She noted revisions to the Scope of Services and the addition of Exhibit A.2. with Specific Deliverables that would be reviewed monthly and reported on to the Board.

MOTION to approve Resolution No. 3 as presented was made by Trustee Voorhis and seconded by Mayor Pro Tem Lynn.

- Roll call vote: Unanimous approval.

D. FIRST READING – Should the Board of Trustees Approve the Adoption of Resolution No. 4, Series of 2024, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE, APPROVING A PROFESSIONAL

SERVICES AGREEMENT WITH WARM SPRINGS CONSULTING, L.L.C. FOR OPERATOR IN RESPONSIBLE CHARGE SERVICES (ORC) FOR THE TOWN OF FAIRPLAY WASTEWATER TREATMENT FACILITY.”?

Town Administrator Sciacca provided an overview of the Staff Report and reported no increase over the \$4,500 per month was proposed. She again noted the revisions to the Scope of Services and the addition of Exhibit A.2. with Specific Deliverables that would be reviewed monthly and reported on to the Board.

MOTION to approve Resolution No. 4 as presented was made by Trustee Douglas and seconded by Trustee Voorhis.

• Roll call vote: Unanimous approval.

E. FIRST READING – Should Approve the Adoption of Resolution No. 5, Series of 2024, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HARDESTY ENGINEERING AND MAPPING, LLC, FOR ON-~~2~~CALL ENGINEERING SERVICES. The Board will consider a resolution approving an agreement for engineering services for water and sewer programs and projects.

Town Administrator Sciacca provided an overview of the Staff Report and acknowledged contributions to the Town system and operations by Ken Hardesty. She reported the 2025 budget included an allocation of \$10,000 for services.

MOTION to approve Resolution No. 5 as presented was made by Trustee Voorhis and seconded by Trustee Douglas.

• Roll call vote: Unanimous approval.

F. FIRST READING – Should Approve the Adoption of Resolution No. 6, Series of 2024, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TOM FLANNERY FOR GRANT WRITING AND MANAGEMENT SERVICES. The Board will consider a resolution approving an agreement for Grant writing and management services.

Town Administrator Sciacca provided an overview of the Staff Report noting the transition of Flannery from town employee to contractor. She reported the per hour billable rate would be \$85.00.

MOTION to approve Resolution No. 6 as presented was made by Trustee Douglas and seconded by Mayor Pro Tem Lynn.

• Roll call vote: Unanimous approval.

X. BOARD OF TRUSTEE AND STAFF REPORTS

Town Administrator Sciacca requested to schedule a January 27th to discuss the proposed Three Mile Plan for Annexation and then a separate work session on Wildland Fire Code revisions for February 3rd at 5:00 PM. She also reported on the upcoming intergovernmental meeting set for January 29 reviewing potential topics. Other reports were given on a downed utility pole on Front Street, the pharmacy building on Main, a US 285 open house on January 16th identified water leak at the Forest Service building.

Additional reports included speeding enforcement on US 285 and it was noted that CDOT has shown interest in working with Fairplay to address access, design, and safety improvements.

Trustee Voorhis reported CDOT recently plowed the Hoosier Pass parking for the first time this winter following receipt of letters from Summit County, Breckenridge, Fairplay and Alma that supported the request for regular plowing.

Mayor Just and the Trustees requested increased patrols on 6th and around the school. Sgt. Martinez indicated he would share the information with the Police Department personnel.

Discussions were held with Town Attorney Rivera with expectations of him regarding meeting attendance and communications with the Board and Staff. He was requested to provide motions in advance for complex issues.

Mayor Just announced that the Fairplay Mountain Mardi Gras was scheduled for February 15, 2025 and he encouraged the Board members to participate.

XI. ADJOURNMENT

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 8:04 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



**OFFICIAL MINUTES
REGULAR BOARD OF TRUSTEES MEETING
FEBRUARY 3, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

I. 6:00 PM – CALL TO ORDER

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, February 3, 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, Mayor Pro Tem Pete Lynn, Trustee Ray Douglas, and Trustee Josh Voorhis.

BOARD MEMBERS ABSENT: Trustee Erik Baum

STAFF IN ATTENDANCE: Town Administrator Janell Sciacca, Town Attorney Joe Rivera, Streets & Utilities Superintendent Tim Medlin, Building Official Kyle Parag, Special Events Coordinator Julie Bullock and Special Events Assistant Kelsey Sprys.

IV. APPROVAL OF AGENDA

MOTION to approve the agenda as presented was made by Trustee Voorhis and seconded by Mayor Pro Tem Lynn.
• Roll call vote: Unanimous approval.

V. CONSENT AGENDA

A. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from January 4, 2025, through January 31, 2025, in the amount of **\$201,894.95**.

Mayor Just noted the expense for excavation due to a leak and suggested Staff ensure thorough evaluation before conducting any excavations in the future. Town Administrator Sciacca advised that Staff did perform leak detection even utilizing a professional company prior to making the decision to dig. She noted that the expense also included some materials and parts that were left with the Town, so the expense was not entirely for excavation.

MOTION to approve the Consent Agenda as presented with the expenditures as stated was made by Mayor Pro Tem Lynn and seconded by Trustee Voorhis.
• Roll call vote: Unanimous approval.

VI. CITIZEN COMMENTS

Town Attorney Rivera highlighted the Town's updated policy on not responding to citizen comments directly and instead having the Board instruct Staff to respond separately and provide status updates to them when appropriate.

Kenny Shaw (520 Hathaway St, Fairplay) addressed concerns regarding parking changes on 6th Street near the church. Specifically, the red curb markings, and lack of notifications to the church and the school resulting in preschool drop-off issues. He also highlighted the improperly installed handicap sign on the church fence.

- Action: Town Administrator Sciacca will follow up with Shaw to resolve the issue and provide an update to the Board at an upcoming meeting.

Amber Wann (9426 Wickerdale Court, Highlands Ranch) expressed concerns about banning of jack chains for the Town's Burro Day's race as well as language labeling them as "lessors" for renting donkeys. The Board acknowledged that further research would be required before making any rule changes.

- Action: A work session was scheduled for February 24 to discuss Events in general and the concerns raised by Wann. Staff will research the concerns and provide additional information at the work session.

The Board discussed the new policy on responses to citizen comments. It was suggested that staff should respond to citizen concerns within three days when possible, but more complex matters might take longer.

VII. PROCLAMATIONS, PRESENTATIONS AND UPDATES

A. Presentation and Request by Boys and Girls Club of the High Rockies

CEO Jessica Bartak appeared with several staff members and presented an overview of the Club's programs and services:

- Serve 166 registered members with 33 average daily attendees.
- Provide after-school programs, community outreach, and academic success programs.
- Focus on healthy lifestyles, academic success, and good character.
- 77% of members qualify for scholarships, making the programs free for many families.

They requested support for their \$20,000 Mardi Gras fundraising goal. The board discussed financial contributions with a proposal to donate \$7,500 to the club and Town Administrator Sciacca provided two different budget line items it that would allow for the donation.

MOTION to donate \$7,500 to the Boys and Girls Club of the High Rockies made by Trustee Voorhis and seconded by Mayor Pro Tem Lynn.

- Roll call vote: Unanimous approval.

Mayor Just recommended the Club also reach out to the Park County Commissioners and Town of Alma to request donations to match the one made by the Town of Fairplay.

VIII. NEW BUSINESS

A. FIRST READING – Should Approve the Adoption of Resolution No. 7, Series of 2025, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN AMENDED AGREEMENT FOR PROFESSIONAL SERVICES WITH TOM FLANNERY FOR GRANT WRITING AND MANAGEMENT SERVICES."?

Town Administrator Sciacca reported that an amendment was recommended to adjust the insurance requirements to reflect Flannery's status as an individual contractor and the services to be provided and would reduce the cost of liability insurance and workers' comp, which would be prohibitively expensive under the original contract terms.

MOTION to approve Resolution No. 7, Series of 2025, as presented with recommended amendments to reduce insurance clauses was made by Mayor Pro Tem Lynn and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval.

B. FIRST READING – Should Approve the Adoption of Resolution No. 8, Series of 2025, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING THE COLORADO WATER/WASTEWATER AGENCY RESPONSE NETWORK (CoWARN) MUTUAL AID AND ASSISTANCE AGREEMENT."?

Town Administrator Sciacca presented an overview of the Staff Report highlighting the benefits:

- The agreement allows the town to join a statewide network for emergency water and wastewater assistance.
- No cost to the town to join; costs are limited to reimbursement for lodging and meals and manpower.
- Provides access to licensed personnel and equipment from other participating entities.
- The network includes towns, special districts, and larger cities.

Sciacca recommended approval as presented. The Board generally felt the concept was fantastic and could benefit the Town.

MOTION to approve Resolution No. 8, Series, of 2025, as presented was made by Trustee Voorhis and seconded by Trustee Douglas.

- Roll call vote: Unanimous approval.

IX. OTHER BUSINESS

A. Discussions with Town Attorney regarding:

- i. Proposed revisions to Paid Time Off (PTO) Policy to be included in updated Employee Handbook.
Town Attorney Rivera obtained input and clarifications from the Board to supplement information provided to him from Town Administrator Sciacca in order to present amendments to the Town's PTO policy. Following discussion, the Board agreed to amend the policy to implement a 240-hour cap on vacation time and mandate a minimum of two weeks of vacation to encourage employees to take time off. Questions were raised about how to handle accrued PTO hours under the current policy and ensure a smooth transition and Town Attorney Rivera stated he would research the matter in order to provide recommendations for transitioning current PTO balances as well as a 104 hour cap on sick time, 50% payout of sick time upon separation, doing away with comp time and paying out all overtime as well as a bonus program for employees not using sick time. The Board generally agreed they would like to aim for policy implementation by August 1, 2025 and provide employees time to review and provide feedback before the policy is finalized.
- ii. Proposed updates to Fairplay Municipal Code regarding Parking and Right-of-Way Use Rules and Restrictions.
Town Attorney Rivera obtained input from the Board in order to draft an ordinance to implement parking restrictions including no parking for streets with curb and gutter or sidewalks and situations that would obstruct snow removal or drainage and also focus on avoiding conflicts with businesses. The issue of long-term storage in the right of way was also discussed along with abatement procedures. Rivera will review parking regulations from other jurisdictions and provide a draft ordinance for further review and discussion.
- iii. Other important matters that the Board would like to provide information and direction on.

X. BOARD OF TRUSTEE AND STAFF REPORTS

Town Administrator Sciacca reported that written Staff Reports were being moved to the 2nd meeting of the month in order to allow for a full month of activities and stats in reports.

She directed the Board to the Events Report in the packet and advised that Special Events staff provide the report for the Board's information, but were requesting direction on several items. Special Events Coordinator Bullock gave a general overview of the report and then highlighted sections for directions. The Board agreed that they would like to award up to 3 scholarships in the amount of \$2,500 each. They also agreed to \$5,000 in Burro Days Funding for school programs and supplies and directed Staff to contact the South Park School for additional information and applications. The Board also discussed giving the monies to the Automotive or Welding CTE programs.

Sciacca then reported the 1st community meeting for the Xcel pole replacement project was set for February 19 at 4 PM, Public Works would be inspecting light poles on Main after one fell over the weekend and it looked to be rusted out, and Public Works Staff were also attending multiple trainings as were noted in the written report in the packet.

Trustee Voorhis reported that a citizen expressed concern of the police department's budget allocation and didn't always see Officers in town or on their particular street. Sciacca noted she had asked the Chief to improve on communications using Facebook, but had also requested a 1 year report on their activities. This would be in the next packet. Voorhis also noted a resident raised concerns regarding code enforcement related to junk yards and storage of or repair of automobiles from a residence. Sciacca advised Staff would look into this and there was a process in place to address this, but updates to the Town code would help and would hopefully be part of a current recodification process.

Sciacca also reported that Chief Worley would be returning to the office soon and he would be scheduled to present numbers from an additional traffic study that was conducted on US 285 from Emergent Enforcement that was done at the request of CDOT.

Sciacca also reported on a trash complaint received about the CDOT housing development on Hathaway. The complaint was sent to CDOT Property Manager David Fox who advised the situation was being addressed. The Town offered to allow trash to be taken to the dumpster as public works in the interim. Sciacca reported that Jeff Wagner, the adjacent property owner, requested enforcement of littering and nuisance laws by the Town. There was debate that the wind could have the trash from elsewhere.

Trustee Douglas reported that he has received a letter from CUSP recommending the Town pay dues beginning in 2025. He presented the letter to Sciacca and the Board requested the matter be scheduled for the action at the next meeting.

Mayor Just provided a brief synopsis of discussions from the last Intergovernmental meeting held in Alma. Just felt it was one of the better meetings held. He reported that Xcel provided a presentation on the upcoming pole replacement project which was planned for 6 hours in May.

XI. ADJOURNMENT

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 8:51 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



**OFFICIAL MINUTES
REGULAR BOARD MEETING
FEBRUARY 24, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

I. CALL TO ORDER

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, February 24, 2025, at 6:04 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Just led the pledge of allegiance and announced roll call.

BOARD MEMBERS PRESENT: Mayor Frank Just, Mayor Pro Tem Pete Lynn, 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 Dirksen, Chief of Police Jeff Worley, Building Official Kyle Parag, Streets and Utilities Superintendent Tim Medlin, ORC Marty Deline, ORC Keith Chisholm.

III. APPROVAL OF AGENDA

Town Administrator Sciacca noted the addition of the October 21, 2024, meeting minutes under the Consent Agenda.

MOTION to approve the agenda as amended was made by Trustee Baum and seconded by Trustee Douglas.

- Roll call vote: Unanimous approval.

IV. CONSENT AGENDA

A. APPROVAL OF REGULAR MEETING MINUTES – October 7, 2024

B. APPROVAL OF REGULAR MEETING MINUTES – October 21, 2024

C. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from February 1, 2025, through February 20, 2025, in the amount of \$95,981.46.

Town Administrator Sciacca responded to questions regarding expenses.

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 Mayor Pro Tem Lynn.

- Roll call vote: Unanimous approval.

V. CITIZEN COMMENTS – None.

VI. PROCLAMATIONS, PRESENTATIONS & UPDATES

Town Administrator Sciacca asked to make an unscheduled introduction of new Town employees.

- Paul Yarbrough – Retired Air Force, extensive experience in auto repair and fleet management.
- Brian Rogers – Background in Department of Defense contracting, hospitality, and construction.

The Board of Trustees welcomed both employees.

A. Update on Xcel Energy Wildfire Fire Mitigation Plan Pole Replacement Project and Electric Outage by Area Manager Blair McGary.

McGary, who appeared online, provided a recap of a public input meeting held on February 19, 2025. 20-30 people attended and the proposed project dates agreed on were:

- Plan A: Wednesday, May 28th
- Plan B: Tuesday, June 3rd
- Plan C: Wednesday, June 4th

Communications efforts were discussed, and another public meeting was being scheduled which would allow for new input and provide answers to questions asked at the initial meeting. The Board of Trustees thanked McGary.

VII. PUBLIC HEARINGS

A. **FIRST READING** – Should Approve the Adoption of Ordinance No. 1, Series of 2025, entitled, **“AN ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO REGARDING ADDITIONAL PARKING ENFORCEMENT MEASURES.”?**

Town Attorney Rivera reported the proposed ordinance was presented following input garnered at the prior Board meeting and would help to clarify the Town’s parking regulations and authority. The Board and Staff discussed corresponding adoption of the 2020 Model Traffic Code, the role of Town staff issuing parking citations and non-sworn personnel enforcing regulations.

MOTION to continue Ordinance No. 1, Series of 2025, to the next Board meeting was made by Trustee Voorhis and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

VIII. OLD BUSINESS

B. **SECOND READING** – Should the Board of Trustees for the Town of Fairplay Approve the Adoption of Resolution No. 9, Series of 2025, *previously introduced as Resolution No. 44, Series of 2024*, entitled **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ADOPTING THE 2024 UPDATED TOWN OF FAIRPLAY THREE MILE PLAN FOR ANNEXATION.”?**

Town Planner Hunn provided a brief recap and reported he updated language from “desired growth” to “potential growth,” amended the coloring of the identified areas and removed the tier system to provide for more neutrality.

MOTION to approve Resolution No. 9, Series of 2025, as presented was made by Trustee Douglas and seconded by Trustee Baum.

- Roll call vote: 4 to 1, with Trustee Voorhis voting nay.

IX. NEW BUSINESS

A. Should the Board of Trustees for the Town of Fairplay Approve Membership and Payment of an Annual Fee with the Coalition for the Upper South Platte (CUSP) and appoint a representative to serve on the Board of Directors.

Town Administrator Sciacca advised that the recommendation was to approve membership with the stated dues of \$700 for 2025 and appoint Ray Douglas the Town of Fairplay Board of Directors representative.

MOTION to approve Resolution No. 9, Series of 2025, as presented was made by Trustee Douglas and seconded by Trustee Baum.

- Roll call vote: 4 to 1, with Trustee Voorhis voting nay.

X. STAFF AND BOARD OF TRUSTEE REPORTS

A. Report on 1 Year Activities for Fairplay Police Department by Chief of Police Jeff Worley.

Chief Worley presented the Year in Review Report and noted an amended version had been transmitted. He reviewed the pertinent information, noted the increase in calls for service over the last 5 years, and provided information on community engagement initiatives for 2025. The report will be distributed in the Town utility bills as well as on the Facebook pages, and through multiple other means of dissemination in order to get it out to the community.

B. Operator in Responsible Charge Report on Water and Wastewater Activities and Plant Operations.

Operators Deline and Chisholm reported that everything was going well, a PRV at the Dollar General had been repaired and Town Staff were working on water and wastewater certifications.

Town Administrator Sciacca reported on a meeting with Pastor Shaw in response to comments made at a prior meeting regarding the parking on 6th near the church and the school. Installation of a sidewalk and crosswalk were discussed. Speeding on US285, the poor condition of CO9/Main Street and potential renovation of additional space in the 501 Main Building were also discussed.

Trustee Baum requested that Staff talk with CDOT regarding timing of the lights at US285 & CO9 and the potential of flashing yellow turn lights to facilitate the flow of traffic.

Mayor Just reported on the huge success of the Fairplay Mountain Mardi Gras held on February 15 announcing that over \$23,000 was raised for the Boys and Girls Club of the High Rockies. He thanked all the donors and volunteers and requested that Staff plan for recognition of Hazel Miller at the 2026 event.

XI. ADJOURNMENT.

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 8:04 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
02/24/2025	21021	O'Rourke Media Group, LL	Mardi Gras Print Display	1	02/15/2025	215.00	105166
Total 868:						215.00	
02/24/2025	21013	Galls, LLC	uniforms	1	01/31/2025	240.99	105410
Total 994:						240.99	
02/24/2025	21012	Family Support Registry	14882492	1	02/20/2025	210.00	102265
02/24/2025	21012		15890460	2	02/20/2025	285.69	102265
Total 2456:						495.69	
02/24/2025	21024	Promark Industries, LLC	Unit #979 Repair Radiator	1	02/04/2025	580.96	105420
02/24/2025	21024		Unit #711 Repair Oil chang	1	02/11/2025	1,518.00	105420
02/24/2025	21024		Oil change VIN 1824	1	02/04/2025	296.91	105420
Total 2887:						2,395.87	
02/24/2025	21014	Hazel Miller Entertainment	Hazel Miller August Concer	1	02/19/2025	1,750.00	105150
Total 2951:						1,750.00	
02/24/2025	21026	SGM	general engineering	1	01/22/2025	1,890.00	105105
02/24/2025	21026		Impact Fee Services	1	01/22/2025	1,544.00	517350
02/24/2025	21026		Finley SUB - Bill Back	1	01/22/2025	210.00	105107
02/24/2025	21026		river park mmof expense	1	01/22/2025	14,266.87	104788
02/24/2025	21026		general engineering - habit	1	01/22/2025	163.38	105105
Total 3272:						18,074.25	
02/24/2025	21010	Communication Solutions	RADIO MAINT	1	02/06/2025	352.08	105430
Total 3284:						352.08	
02/24/2025	21011	Dooley Enterprises, Inc.	Duty ammo	1	02/18/2025	328.32	105432
Total 3402:						328.32	
02/24/2025	21020	Motorola Solutions	radios & access	1	02/04/2025	1,064.34	105430
Total 3540:						1,064.34	
02/24/2025	21027	Watts Upfitting Inc.	2021 Ford equipment	1	02/18/2025	9,545.68	105450
02/24/2025	21027		Transfer kit Tahoe	1	02/18/2025	354.00	105450
Total 3549:						9,899.68	
02/24/2025	21022	Phoenix Technology Group	new laptops- pw maint wor	1	02/17/2025	2,164.00	105645
Total 3580:						2,164.00	
02/24/2025	21017	Konica Minolta Premier Fin	PD copies lease maint	1	02/01/2025	58.73	105465
02/24/2025	21017		events copier lease fess	2	02/01/2025	101.13	105170

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
02/24/2025	21017		Pub works copy lease fees	3	02/01/2025	101.14	105630
02/24/2025	21017		town hall copies lease fees	4	02/01/2025	188.42	105032
Total 3700:						449.42	
02/24/2025	21009	Central Mountain Pest Con	pest control PW office	1	02/18/2025	100.00	517260
02/24/2025	21009		town hall pest control	1	02/18/2024	100.00	105025
Total 3769:						200.00	
02/24/2025	21023	Plante Moran	Monthly Accounting Servic	1	02/12/2025	3,016.25	106118
02/24/2025	21023		Monthly Accounting Servic	2	02/12/2025	3,016.25	517355
Total 3774:						6,032.50	
02/24/2025	21016	HomeServe USA	waterline insurance fees Ja	1	02/20/2025	1,596.60	517345
Total 3870:						1,596.60	
02/24/2025	21019	Mission Square 306727	Employee 457 Plan 30627	1	02/12/2025	236.00	102255
Total 3882:						236.00	
02/24/2025	21018	Mission Square 106501	Employee 401A Plan 1065	1	02/12/2025	1,255.44	102255
Total 3883:						1,255.44	
02/24/2025	21025	PUBLIC SECTOR HEALTH	PSHCG Employee Benefits	1	02/24/2025	23,394.04	105013
Total 3900:						23,394.04	
02/24/2025	21028	Witt Machine & Tool CO	Suppressors - SBRs	1	10/14/2024	1,620.00	105450
Total 3911:						1,620.00	
02/24/2025	21015	Hinkle & Company	1st Install Audit Service	1	02/14/2025	1,550.00	517320
02/24/2025	21015		1st Install Audit Services	2	02/14/2025	1,550.00	106117
Total 3912:						3,100.00	
Grand Totals:						74,864.22	

Report Criteria:

Detail report type printed

PUBLIC HEARING FORMAT

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

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



Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

www.fairplayco.us

TO: Mayor and Board of Trustees

FROM: Joseph Rivera, Town Attorney

RE: Ordinance No. 1, Parking Enforcement

DATE: March 3, 2025

BACKGROUND/ANALYSIS:

Per the Board's request, Town staff prepared a proposed ordinance establishing additional parking enforcement measures for Town streets.

At the February 24, 2025 Board meeting, Town staff presented a proposed ordinance and the Board instructed staff to revise the proposed ordinance to limit the authority to issue parking citations to the Town's Police Department.

The revised proposed ordinance does three (3) things:

1. It clarifies the Town's adoption of a "Parking Prohibited by Official Sign" charge within the Town's adoption of the Model Traffic Code (MTC Sec. 1204);
2. It conveys to Town staff the authority to install "official signs" which prohibit parking on Town Streets at specified locations and/or at specified times; and
3. It limits the authority to issue parking citations to the Town's Police Department.

The ~~strike through~~ identifies deleted language, and the underline indicates added text.

PROPOSED MOTION:

- 1) I move to approve Ordinance No. BLANK as revised and appearing in the Board's March 3, 2025 meeting packet;
- 2) I move to approve Ordinance No. BLANK, with the following modifications _____; or
- 3) I move to table further discussion of Ordinance No. BLANK to a future Board meeting.

ATTACHMENTS: Proposed Revised Ordinance

TOWN OF FAIRPLAY, COLORADO

**ORDINANCE NO. 1
(Series of 2025)**

**AN ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO
REGARDING ADDITIONAL PARKING ENFORCEMENT MEASURES FOR TOWN
STREETS**

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

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

WHEREAS, pursuant to C.R.S. § 31-15-702(1)(a)(I) the Town is authorized to regulate the use of streets; and

WHEREAS, C.R.S. § 31-16-201, *et seq.*, provides that municipalities may adopt certain codes and standards by reference; and

WHEREAS, the Town has previously adopted by reference the "Model Traffic Code for Colorado, 2010 Edition", with modifications; and

WHEREAS, the Town now seeks to further modify its adoption of the "Model Traffic Code for Colorado, 2010 Edition"; and

WHEREAS, the Board finds and determines that this current revision of the Town's adoption of the 2010 Model Traffic Code and adoption of parking enforcement measures is in the best interest of the public health, safety and welfare of the citizens of the Town of Fairplay.

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

SECTION 1. Paragraph 1 of Section 8-1-20, titled "Amendments or modifications" is replaced with the following language:

(1) Section 105 is modified to read as follows:

§ 105. Local Traffic Control Devices.

(a) The Town of Fairplay may place and maintain such traffic control devices upon Town streets and/or highways under their Town's jurisdiction as they Town may deem necessary to indicate and to carry out the provisions of this Code or

local traffic ordinances to regulate, warn or guide traffic, subject in the case of state highways to the provisions of sections 42-4-110 and 43-2-135(1)(g), C.R.S. All such traffic control devices shall conform to the state manual and specifications for statewide uniformity as provided in section 42-4-104, C.R.S.

(b) Any and all references in this Code to "official sign(s)," "official signal(s)," "official traffic control device(s)," "official device(s)" or "official marking(s)" shall be construed to refer to any and all signs, signals, devices or markings that have been placed upon streets and/or highways within the Town of Fairplay by authority of the Town of Fairplay, any official of the Town of Fairplay, ~~the Parking Enforcement Operator~~, or any other proper official, whether or not the Town of Fairplay exercised such authority by means of a resolution or ordinance, and whether or not such official was authorized to exercise such authority by resolution or ordinance. It is the intent of this section that proof of a resolution or ordinance authorizing the placement of any sign, signal, device or marking not be construed to be an element of any traffic offense or other violation of this Code.

(c) Any and all references in this Code to acts of a municipality "by resolution" or "by ordinance" or any requirement within this Code that a municipality act "by resolution" or "by ordinance" shall be construed only as intended to guide the administrative procedures of the Town of Fairplay in regulating, warning, guiding or otherwise controlling vehicles or traffic. It is the intent of this section that any reference or requirement of this Code that a municipal action be "by resolution" or "by ordinance" not be construed as an element of any traffic offense or other violation of this Code.

SECTION 3. Chapter 8-Vehicles and Traffic is hereby amended, and the following new sections are added to Article I:

~~Sec. 8-1-80. — Office of Parking Enforcement~~

~~The office of Parking Enforcement is hereby established. Parking Enforcement Operator(s) shall be appointed by the Town Administrator and shall exercise the parking enforcement powers and duties provided by this chapter. Nothing in this chapter shall prevent the Chief of Police or the Town's police department from enforcing all applicable traffic provisions.~~

Sec. 8-1-90. ~~Section 1720, Notice on Illegally Parked Vehicle; Authority of Parking Enforcement Operator to Enforce Certain Parking Laws.~~

A new Section 1720 of the Model Traffic Code adopted in this Chapter is hereby added to read as follows:

1720. Notice On Illegally Parked Vehicle; ~~Authority of Parking Enforcement Operator to Enforce Certain Parking Laws.~~

1. Whenever any motor vehicle is found parked or stopped on a Town street in violation of any of the restrictions imposed by this code, the officer or other authorized individual finding such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user if the driver of the vehicle is not present, and shall conspicuously affix to such vehicle a penalty assessment notice directing the driver thereof to respond to and answer the charge against him at a place and at a time specified in said notice.

~~2. The Town's parking enforcement operator shall have the power to enforce all of the restrictions imposed by Part 12 of the Town's Model Traffic Code (concerning the parking of motor vehicles) as adopted by reference and amended in this Chapter 8, except for Section 1208 of the Town's Model Traffic Code concerning parking privileges for persons with disabilities, which the Town's parking enforcement operator is not authorized to enforce.~~

Sec. 8-1-100. Section 1204, Stopping, Standing, or Parking Prohibited in Specified Places.

Section 1204 of the Model Traffic Code adopted in this Chapter is hereby amended as follows:

1204. Stopping, standing or parking prohibited in specific places.

The introductory portion of Section 1204(1) is amended to read as follows:

(1) Except as otherwise provided in subsection (4) of this section, no person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer, ~~the parking enforcement operator~~, or an official traffic control device, in any of the following places: ...

The introductory portion of Section 1204(2) is amended to read as follows:

(2) Except as otherwise provided in subsection (4) of this section, in addition to the restrictions specified in subsection (1) of this section, no person shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer, ~~the parking enforcement operator~~, or an official traffic control device, in any of the following places:.....

The introductory portion of Section 1204(3) is amended to read as follows:

(3) Except as otherwise provided in subsection (4) of this section, in addition to the restrictions specified in subsections (1) and (2) of this section, no person shall park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer, ~~the parking enforcement operator~~, or an official traffic control device, in any of the following places:...

~~Sec. 8-1-40.1 Appendix 1, Definitions.~~

~~Appendix 1 of the Model Traffic Code adopted in this Chapter is hereby amended to include the following definition:~~

~~(67.1) “Parking Enforcement Operator” means a person under contract to the Town or Town employee whose duties include, but are not limited to, enforcement of certain of the Town’s laws concerning the parking of motor vehicles. The term “parking enforcement operator” includes any employee of the Town’s parking enforcement operator acting within the course and scope of his or her employment.~~

Section 3. Safety Clause. The Town Board hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Fairplay, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. Should any one or more sections or provisions of this Ordinance or of the Code provisions be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provisions, the intention being that the various sections and provisions are severable.

Section 5. This Ordinance shall become effective 30 days following publication.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the Town of Fairplay by the Board of Trustees this ____ day of _____, 2025.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



*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. 10, Series of 2025 – Construction Agreement with JOC Construction for Burro Museum Renovation at 501 Main

DATE: March 3, 2025

BACKGROUND/ANALYSIS:

The Town of Fairplay and the Board of Trustees has made renovations of the 501 Main Building a priority in order to create a Community Building with uses that benefit the residents, businesses and the Town as a whole.

In 2024, the Town was finally able to renovate one portion of the building for housing of the Fairplay Visitor Center and Chamber of Commerce. The Visitor Center opened to the public on September 21, 2024, and while the Chamber of Commerce does not have a presence there “yet”, we hope they will in the future. Currently, Town Events Staff offices in the space and is open to the public with the assistance of our wonderful volunteers!

Staff have been seeking out grant opportunities to complete “Phase 2” of the 501 Main renovation which will include a culinary kitchen, renovation of the old Board of Commissioners Board Room for public meeting space, and hopefully an Arts & Crafts space with a Learning Library and either solar improvements or an industrial generator. When fully completed, the space will be able to serve at an emergency shelter with power, running water, shelter, space for sleeping and preparation of food. At present, Staff has been unable to procure additional funding for this project. However, the Board did budget \$300,000 in the 2025 budget for a grant match and to continue making progress on the building where possible.

One of the other projects for this building that has been discussed is permanently locating the Town’s Burro Museum adjacent to the Visitor Center so the artifacts can be viewed year around and not just during Burro Days. Staff obtained a quote for this project and is proposing to move forward with a Town-funded project to renovate the space. JOC Construction, the company that renovated the Visitor Center area, is already familiar with the space and has submitted the attached proposal which will include leveling and prepping the floor for continuation of the flooring from the Visitor Center, removal of old cable, heating and electrical components, making repairs to the walls and ceiling, painting and some electrical and heating work. There is no design as we are just asking that the space be cleaned up and renovated to a blank state so Town Events Staff can arrange the artifacts.

I am including several photos of the space as it exists today for the Board's reference:





Staff will be continuing to seek out funding opportunities for the remainder of the improvements so that the Town can eventually utilize the entire building for a Community Center that will include space for quality of life activities and amenities, and will also serve as an Emergency Shelter.

There are no improvements for the safe included in this project. Instead, Staff will be cleaning that area up and using it for storage of Events equipment and supplies. We will make sure the safe is operational for this use which may require bringing in a locksmith to ensure it can be lock and unlocked from the outside and cannot be locked from the inside.

RECOMMENDATION:

Approve Resolution No. 10 as presented by motion, second and roll call vote to enter into a Construction Agreement with JOC Construction for the Burro Museum Project at 501 Main Street.

Please let me know if you have any questions.

ATTACHMENTS:

- Proposed Resolution No. 10
- Exhibit A – Construction Contract
- JOC Scope of Work
- JOC Price Proposal

CONSTRUCTION CONTRACT

This Construction Contract (“Agreement”), is made and entered this **3rd day of March, 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 Dirksen, 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 **120** 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 1, 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 **NINETY-FIVE THOUSAND TWO HUNDRED SIXTY-NINE DOLLARS AND EIGHTY-FIVE CENTS (\$95,269.85)**. 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.

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

BY THEIR SIGNATURES, the Town and the Contractor agree to the terms of this Agreement this 3rd day of March, 2025.

IN WITNESS WHEREOF, Town and Contractor have signed and executed this Agreement in duplicate on the date first written above. One counterpart each 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 _____, 20__.

Witness my hand and official seal.

My commission expires on: _____

Notary Public

Address

(SEAL)

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

Town of Fairplay
501 Main Gift Shop Flooring

501 Main Street,
Fairplay, CO 80440

Summary of Scope

This Scope of Work includes Food Bank Repairs Based on the site walk with the Town of Fairplay and observations made by contractor at site visit completed on 01/19/2024.

Detailed Scope of Work

We have included the following items in our proposal:

The project involves replacing broken acoustic ceiling tiles, covering a total of 40 square feet. Additionally, the floor in the new Gift Shop area will be leveled and finished. 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 rubber base will be installed around the perimeter. 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. Ceiling Tile Replacement:

- Replace broken acoustic ceiling tiles, covering a total area of 40 square feet.

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 new rubber base along the perimeter.

3. Electrical:

- Remove existing light fixtures.
- Provide and install 15 new light fixtures and wiring.

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.

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

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.

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

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.

February 28, 2025



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.

EXHIBIT B

40



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: 02/28/2025

Work Order Title: Gift Shop - flooring painting

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 painting

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$95,269.85

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: February 28, 2025

Work Order Number: 24-Fairplay-0007.00

Work Order Title: Gift Shop - flooring painting

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: February 28, 2025

Re: IQC Master Contract #: CO-NE-GC01-090920-LRI
Work Order #: 24-Fairplay-0007.00
Owner PO #:
Title: Gift Shop - flooring painting
Contractor: JOC Construction LLC
Proposal Value: \$95,269.85

Section - 01	\$2,272.07
Section - 02	\$10,814.36
Section - 03	\$8,415.40
Section - 06	\$45,180.40
Section - 07	\$233.27
Section - 09	\$19,268.38
Section - 26	\$9,085.97
Proposal Total	\$95,269.85

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: February 28, 2025

Re: IQC Master Contract #: CO-NE-GC01-090920-LRI
 Work Order #: 24-Fairplay-0007.00
 Owner PO #:
 Title: Gift Shop - flooring painting
 Contractor: JOC Construction LLC
 Proposal Value: \$95,269.85

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 15 13 00 0074		SF	5/4" x 4" Pressure Treated Decking, 2" x 8" Pressure Treated Joists, Wood Ramp System	\$45,180.40
			Installation	Quantity 1,420.00 x Unit Price 23.73 x Factor 1.3408 = Total 45,180.40	
				Reframing the entire floor system to level the floors between the new Chambers and Gift Shop areas.	
Subtotal for Section - 06					\$45,180.40

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-Fairplay-0007.00

Work Order Title: Gift Shop - flooring painting

Section - 07

6	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.										
7	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 - 09**

8	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.										
9	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				
10	09	51	13	00	0018	SF	2' x 4' x 3/4" Square Edge, Mineral Fiber Acoustical Ceiling Panel (Armstrong Fine Fissured)										\$152.05
							Quantity	Unit Price	Factor	=	Total						
						Installation	45.00	x	2.52	x	1.3408	=	152.05				
							Provide and install all new ceiling tiles.										
11	09	51	13	00	0018	0093	MOD	For Up To 50, Add									\$38.62
							Quantity	Unit Price	Factor	=	Total						
						Installation	45.00	x	0.64	x	1.3408	=	38.62				
12	09	64	13	00	0010	SF	3/32" Thick, Polyethylene Foam, Wood Flooring Underlayment (Roberts® Unison™ 70-025-15)										\$932.93
							Quantity	Unit Price	Factor	=	Total						
						Installation	1,420.00	x	0.49	x	1.3408	=	932.93				
							Underlayment for floating flooring.										
13	09	64	29	00	0032	SF	1/2" Thick, Select Maple, Prefinished Engineered Wood Flooring										\$17,002.15
							Quantity	Unit Price	Factor	=	Total						
						Installation	1,420.00	x	8.93	x	1.3408	=	17,002.15				
							Provide and install new floating flooring system.										
14	09	65	13	13	0016	LF	6" High, 1/8" Thick, Type TS Thermoset Vulcanized Rubber Wall Base, All Colors										\$914.69
							Quantity	Unit Price	Factor	=	Total						
						Installation	180.00	x	3.79	x	1.3408	=	914.69				
							Provide and install new wall base.										

Subtotal for Section - 09**\$19,268.38****Section - 26**

15	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
							Quantity	Unit Price	Factor	=	Total						
						Installation	2.35	x	580.81	x	1.3408	=	1,830.06				
							Electrical wire and for installation of new light fixtures.										

Work Order Title: Gift Shop - flooring painting

Section - 26

16	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
17	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

\$95,269.85

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



Subcontractor Listing

Date: February 28, 2025

Re: IQC Master Contract #: CO-NE-GC01-090920-LRI
Work Order #: 24-Fairplay-0007.00
Owner PO #:
Title: Gift Shop - flooring painting
Contractor: JOC Construction LLC
Proposal Value: \$95,269.85

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, CO
Monday, March 3, 2025, at 6:00 P.M. in the
Fairplay Town Hall, 901 Main St, Fairplay, CO**

[Join the TEAMS Meeting](#) (Meeting ID: 275 521 038 459 / Passcode: 95Lo2dG9)

5:00 PM WORK SESSION – CONTINUED DISCUSSION ON ADOPTION OF 2024 I-CODES. (Work

Sessions are held for the Board to receive, review, discuss, and analyze information on complex issues or proposals; allow for more in-depth discussions without taking any formal action; and study and better understand matters before making a formal decision during a separate public meeting where official votes are taken)

I. 6:00 PM CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

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 – January 6, 2025

B. APPROVAL OF REGULAR MEETING MINUTES – February 3, 2025

C. APPROVAL OF REGULAR MEETING MINUTES – February 24, 2025

D. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from February 21, 2025, through February 27, 2025, in the amount of **\$74,864.22.**

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

VIII. PUBLIC HEARINGS

A. SECOND READING – Should Approve the Adoption of Ordinance No. 1, Series of 2025, entitled, “AN ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO REGARDING ADDITIONAL PARKING ENFORCEMENT MEASURES.”? *The Board will consider adopting an ordinance amending rules and regulations for parking on Town streets, traffic control devices and stopping, standing or parking in prohibited places.*

IX. NEW BUSINESS

A. FIRST READING – Should the Board of Trustees for the Town of Fairplay Approve the Adoption of Resolution No. 11, Series of 2025, previously introduced as Resolution No. 44, Series of 2024, entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONSTRUCTION AGREEMENT WITH JOC CONSTRUCTION FOR RENOVATION OF SPACE AT THE TOWN’S 501 MAIN COMMUNITY BUILDING FOR THE BURRO MUSEUM.”? *The Board will consider a proposal for renovation of a room in the 501 Main building as a permanent home for the Town’s official Burro Museum.*

X. STAFF AND BOARD OF TRUSTEE REPORTS

A. Demonstration of Town GIS system and discussion on future GIS projects.

XI. ADJOURNMENT.

Upcoming Meetings / Events

South Park School District Spring Break	March 10-13, 2025
Board of Trustees Regular Meeting	March 17, 2025
2 nd Xcel Energy Pole Replacement Project Public Meeting	March 26, 2025
Board of Trustees Regular Meeting	April 7, 2025
People’s Choice Awards Ceremony & Dinner	April 18, 2025
Board of Trustees Regular Meeting	April 21, 2025
Town Clean Up Days	June 6-8, 2025
Huck Finn Free Fishing Day at Fairplay Beach	June 7, 2025
1 ST TGIFairplay FREE Concert – Chris Daniels & the Kings With Freddi Gowdy	June 27, 2025