

1. Meeting Material

Documents:

[JANUARY_6_2025_MINUTES.PDF](#)
[JANUARY_6_2024_PACKET_-_AMENDED.PDF](#)
[JANUARY_6_2025_AGENDA.PDF](#)



**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, January 6, 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 ONCALL 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.

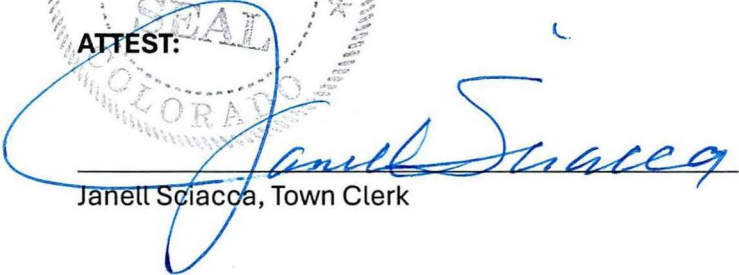
XI. ADJOURNMENT

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



AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, January 6, 2025, at 6:00 p.m.
Fairplay Town Hall Meeting Room 901 Main Street, Fairplay Colorado
 (Click the Meeting ID: [237 740 006 711](#) to join by TEAMS/Passcode Fg7az39Q)

- I. **6:00 PM – CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **APPROVAL OF AGENDA**
- V. **CONSENT AGENDA** *(This item is intended to streamline the Board Meeting grouping routine, non-controversial business. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. **APPROVAL OF 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.**"? *Annual designation of public locations for posting of all Town Board meeting notices.*
- VI. **CITIZEN COMMENTS** *(This item allows for the public to sign up to address the Board on matters that are not already on the agenda)*
- VII. **PROCLAMATIONS, PRESENTATIONS AND UPDATES**
 - A. Presentation from South Park Food Bank regarding 2024 activities.
- 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"? *The Board will consider a request from the owner of the Highside Brewery for relief from development-related improvement requirements of the Unified Development Code (UDC).*
- IX. **NEW BUSINESS**
 - A. **ADMINISTRATION OF OATH OF OFFICE** to newly appointed Town Attorney Joseph 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.**" *The Board will consider a resolution approving an annual agreement with the South Park Food Bank for temporary use of a portion of the 501 Main Building owned by the Town.*
 - 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.**"? *The Board will consider a resolution approving an agreement with a Certified Water Professional for operation of the Fairplay Water Treatment and Distribution System.*
 - 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.**"? *The Board will consider a resolution approving an agreement with a Certified Wastewater Professional for operation of the Fairplay Wastewater Collection and Treatment System.*
 - 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-CALL ENGINEERING SERVICES.**" *The Board will consider a resolution approving an agreement for engineering services for water and sewer programs and projects.*
 - 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.*
- X. **BOARD OF TRUSTEE AND STAFF REPORTS**
- XI. **ADJOURNMENT**

Upcoming Meetings/Important Dates

Martin Luther King, Jr. Holiday – Town Offices Closed	Monday, January 20, 2025
Board of Trustees Regular Meeting - Cancelled	Monday, January 20, 2025
Board of Trustees Work Session	Monday, January 27, 2025
Park County Intergovernmental Meeting	Wednesday, January 29, 2025
Board of Trustees Regular Meeting	Monday, February 3, 2025
Fairplay Mountain Mardi Gras Celebration	Saturday, February 15, 2025

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
August 19, 2024**

CALL TO ORDER

A Regular Meeting of the Board of Trustees for the Town of Fairplay was called to order by Mayor Frank Just on Monday, August 19, 2024, at 6:00 p.m. in the Board Room located in the Fairplay Town Hall at 901 Main Street, having previously been posted in accordance with Colorado Open Meetings law.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Just proceeded with the pledge of allegiance, followed by the roll call, which was answered by Mayor Frank Just, and Trustees Ray Douglas, Erik Baum and Josh Voorhis, and Mayor Pro Tem Pete Lynn.

Staff in attendance: Town Administrator Janell Sciacca, Chief Jeff Worley, and Town Attorney Brandon Dittman (online).

APPROVAL OF AGENDA

There were no additions, deletions, amendments or corrections to the agenda.

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

CONSENT AGENDA

A. APPROVAL OF MINUTES OF PRIOR REGULAR MEETING – May 6, 2024.

B. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from August 2, 2024, through August 15, 2024, in the amount of \$235,362.61.

Sciacca responded to various questions regarding expenses. She also recognized Deputy Clerk Sarah Ernst for taking on all the AP entry and processing with Danner's departure. Sciacca also advised that Events Assistant Kelsey Sprys, whose first day was August 19, and advised she would be learning the AR and AP processes as well in order to provide for separation of duties and redundancy.

Motion #2 by Trustee Voorhis, seconded by Trustee Douglas, that the Consent Agenda be approved with the minutes as written and the expenditures as stated. Douglas – aye, Baum – aye, Just – aye, Voorhis – aye; Lynn – aye. Motion carried unanimously.

CITIZEN COMMENTS

Jason Genson, 255 Front Street, appeared to ask for the Town's approval to allow for and assistance in putting on a Halloween Trunk or Treat event on Front Street. He announced that he had obtained sponsorship from Family Dollar and was working with other entities, agencies and businesses to put the event together. Genson was requested to submit a Special Event Permit and to work with the Museum and Boys & Girls Club to complement their planned activities.

PUBLIC HEARINGS

A. FIRST READING – Should the Board of Trustees for the Town of Fairplay adopt Ordinance No. 7, Series of 2024, entitled **"AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO GRANTING A FRANCHISE TO PUBLIC SERVICE COMPANY OF COLORADO FOR THE NON-EXCLUSIVE RIGHT TO PROVIDE, SELL, AND DELIVER GAS AND ELECTRICITY TO THE TOWN AND ITS RESIDENTS THROUGH THE NON-EXCLUSIVE REASONABLE USE OF TOWN STREETS, PUBLIC UTILITY EASEMENTS, AND OTHER TOWN PROPERTY."**?

Mayor Just introduced the ordinance. Town Administrator Sciacca reported on the expiring franchise agreement and the new agreement in the packet. She noted this was the first reading and the Board would need to set the Public Hearing for September 16, during which time additional and required public notices would be made by Staff. She introduced Town Attorney Brandon Dittman who was appearing online to provide the Board additional information and answer questions. Dittman explained the franchise process and notices required under Colorado law. He advised

that Xcel completed 3 notices that were required prior to the evening's introduction and following any questions from the Board, the second reading and formal public hearing would need to be set. Dittman then explained that franchises are what Xcel would be paying the Town for use of its right of way and placement of facilities. The franchise agreement establishes the rates and terms. Dittman further explained that the majority of these agreements across Colorado take the same form and contain the same terms and conditions – 20 years at 3% of electric revenues. He advised that in addition, the Town received 1% that was segregated into an electric undergrounding fund, and this was not a part of other franchises. Dittman reviewed several other components of the agreement and then answered questions of the Board regarding addition of Veteran benefits, the actual availability of service status for the Town, incentives for solar and other renewable energy alternatives, option for CORE energy to provide electric, amount in the underground fund, and ramifications of not approving the agreement. Dittman advised he would follow up with Xcel on the applicable Board questions in order to provide that information at the hearing. The Board thanked Dittman for attending and for working on this matter on behalf of the Town.

Motion #3 by Trustee Voorhis, seconded by Trustee Baum, to approve the 2nd Reading of Ordinance No. 7 and set the Public Hearing for September 16, 2024, at 6:00 p.m. A roll call vote was taken: Douglas – aye, Baum – aye, Just – aye, Voorhis – aye; Lynn – aye. Motion carried unanimously.

B. THIRD READING - Should the Board of Trustees for the Town of Fairplay adopt Ordinance No. 6, Series of 2024, entitled **"AN ORDINANCE CREATING SECTION 7-2-200, WITHIN NUISANCES, OF THE FAIRPLAY MUNICIPAL CODE, ESTABLISHING PARKING LOT REGULATIONS."**?

Mayor Just introduced the item, advised of the Town's authority to conduct the hearing and the format. He opened the Hearing at 6:42 p.m. Town Administrator Sciacca provided an overview of the Staff Report noting this was the 3rd reading and the Board had decided to continue the matter from August 5 and several Trustees were not in attendance to provide their position and vote on the legislation. While some Board members were in favor of putting the regulations in place and were concerned that if the Town did not intervene there would be injuries and accidents where lots were in poor condition, multiple Board members expressed concern that the legislation was government overreach and felt issues would be addressed through civil remedies by anyone injured or experiencing damage due to the property owner's negligence.

Mayor Just opened the floor to public comment. Scott Dodge, 1317 Meadow Drive, agreed with those that felt this was a property owner issue for all private property owners, but a different matter for publicly owned lots. He felt there were other more important "nuisances" that needed addressing. Chief Worley was asked if citations were issued for accidents in parking lots and he responded they were in limited situations for violations such as improper backing, DUI, careless and reckless driving, etc., but not for potholes. There being no one else wanted to speak, the floor was closed to public comment.

Following additional discussion, Sciacca suggested taking no action or denying the ordinance and allowing Staff to continue to work with property owners as issues arose.

Motion #4 by Trustee Voorhis, seconded by Trustee Baum, to approve the 2nd Reading of Ordinance No. 7 and set the Public Hearing for September 16, 2024, at 6:00 p.m. A Roll Call vote was taken: Douglas – aye, Baum – aye, Just – aye, Voorhis – nay; Lynn – aye. Motion carried 4 to 1.

NEW BUSINESS

A. TO BE CONTINUED TO SEPTEMBER 16, 2024 - Consideration of Request from ACL Real Estate, LLC, for an additional extension of 1-year Deferment of parking and landscape improvements for Highside Brewery located at 411 US Hwy 285.

Motion #5 by Trustee Baum, seconded by Trustee Voorhis, to continue the request from ACL Real Estate, LLC, to September 16, 2024, at 6:00 p.m. A Roll Call vote was taken: Douglas – aye, Baum – aye, Just – aye, Voorhis – aye; Lynn – aye. Motion carried unanimously.

B. Transmittal of Final Report –University of Colorado Denver Urban and Regional Planning Program Mountain Studio 2013 Comprehensive Plan Assessment Findings and Recommendations.

Town Administrator Sciacca advised that the report link was mailed out to the Board separately and she and Town Planner Hunn were reviewing it and would be happy to take input from the Board or answer any questions.

OLD BUSINESS

A. Continued review of and discussion on proposed Employee Handbook update

Town Administrator Sciacca reviewed the Staff Report and the listing of significant changes from the prior version. She advised there was no hurry to adopt since there was a policy in place and her focus was to make things clear, easy to understand and up to date which included removing items that should be in ancillary policies instead of a handbook. Trustees provided comments and input including concerns about the generous PTO policy which provided for almost 5 weeks of vacation during the first year of employment. They generally wanted to see a fair policy that reduced the Town's liability by breaking the PTO into separate banks of sick, vacation, earned comp time, etc. Sciacca advised that there was information available on an HR listserv and she would research and bring some of that information back for the Board to review.

STAFF AND BOARD OF TRUSTEE REPORTS

Town Administrator Sciacca noted her report in the packet and reported that the Town's paving project would be starting on the 20th, the pre-con meeting for the River Park project was taking place on Wednesday, SGM was starting work on the impact fees, a new SGM Staffer was taking over the Water Model project as Rob had left the company, Scot Hunn was drafting an updated 3-Mile annexation plan, as of August payment the Town was only .41% under is Sales Tax projections; and last Friday the Staff and the Mayor conducted an interview for the Streets & Utilities Superintendent position with a local candidate who was offered the job and did accept.

Trustee Douglas advised he would miss the September 16 meeting due to hunting season.

Trustee Baum advised he did have a trip coming up and would need to participate online and he would like to see crosswalks with a button and flashing lights on Main Street in 2 spots due to all the pedestrian traffic in the area.

Trustee Voorhis reported there was a landscape storage lot between the Family Dollar and Forest Service building. He also stated that during Burro Days he heard another race had been scheduled by someone who wanted to stick it to the Town. This person did the same thing in another community and Voorhis did not want to see Burro Days jeopardized so he hoped there was a solution. He also suggested the Town sponsor Burros and add a shorter 5K race that he would even participate in.

Mayor Pro Tem Lynn cautioned that the new curb and gutter along the CDOT housing project appeared to have the potential to create some drainage issues for the neighbor to the east. Sciacca replied she would have Town Engineer Dirksen look into it. She also reported that CDOT was soliciting suggestions for complex names and to let her know if anyone had some good ideas.

Mayor Just felt the later than normal paving would benefit the Town and there would be more consistency and less cracking due to the higher temperatures. It was noted that Park County was finally going to have Platte Drive paved. Just also touched on the potential drainage issue along Hathaway and proposed that the Town finished the curb and gutter in 2025 down to 9th Street and around the corner to the Boys and Girls Club.

ADJOURNMENT

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 7:58 p.m.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
September 9, 2024**

CALL TO ORDER

A Regular Meeting of the Board of Trustees for the Town of Fairplay was called to order by Mayor Frank Just on Monday, September 9, 2024, at 6:00 p.m. in the Board Room located in the Fairplay Town Hall at 901 Main Street, having previously been posted in accordance with Colorado Open Meetings law.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Just proceeded with the pledge of allegiance, followed by the roll call, which was answered by Mayor Frank Just, and Trustees Ray Douglas and Erik Baum. Just reported that Trustee Voorhis was excused, and Trustee Lynn would be arriving later.

Staff in attendance: Town Administrator Janell Sciacca, Chief Jeff Worley, Operator in Responsible Charge Kieth Chisholm, Town Engineers Deron Dirksen and Brandon Baer.

APPROVAL OF AGENDA

There were no additions, deletions, amendments or corrections to the agenda.

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

CONSENT AGENDA

- A. **APPROVAL OF EXPENDITURES** – Paid bills for all Town funds from August 18, 2024, through September 5, 2024, in the amount of **\$231,093.98**.

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

CITIZEN COMMENTS – None.

NEW BUSINESS

- A. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 34, Series of 2024, entitled **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A REVOCABLE SUB-LICENSE AGREEMENT WITH SAVOR THE WILD, LLC, FOR TEMPORARY USE OF A PORTION OF THE PROPERTY KNOWN AS 401 MAIN STREET, FAIRPLAY, COLORADO.**

Town Administrator Sciacca provided an overview of the Staff Report. She noted Savor the Wild had utilized the property for the past 2 years for salmon sales and the owners, who were in attendance, had provided insurance and the map in the packet. Sciacca recommended approval as presented to allow Savor the Wild to sell and distribute salmon from the lot. The applicants advised that they obtained a little larger trailer and would be focusing on more efficient delivery this year. Mayor Pro Tem Lynn arrived at 6:05 p.m.

Motion #3 by Trustee Baum, seconded by Trustee Douglas, to adopt Resolution No. 34 to approve a revocable sub-license agreement with Savor the Wild, LLC, for temporary use of a portion of the lot at 401 Main Street a. A roll call vote was taken: Douglas – aye, Baum – aye, Just – aye, Lynn – aye. Motion carried unanimously.

- B. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 35, Series of 2024, entitled **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND MICHAEL TULLEY FOR THE 420 CLARK STREET STAINING PROJECT.”**

Town Administrator Sciacca provided an overview of the Staff Report and noted the applicants were in attendance to answer questions. She advised the application was in order and there was approximately \$13,073 left in the PIIP line. There were no questions of the applicants, and the Board only requested that they spread the word to other residents about the program.

Motion #4 by Trustee Douglas, seconded by Mayor Pro Tem Lynn, to adopt Resolution No. 35 to authorize the execution of a PIP agreement with Michael Tulley for the 420 Clark Street Staining project as presented. A roll call vote was taken: Douglas – aye, Baum – aye, Just – aye, Lynn – aye. Motion carried unanimously.

C. FIRST READING – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 36, Series of 2024, entitled “**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PIPESTONE EQUIPMENT FOR REPLACEMENT OF PRESSURE REDUCING VALVES FOR THE TOWN’S WATER SYSTEM.**”?

Town Administrator Sciacca provided an overview of the Staff Report and introduced Brandon Baer of SGM who had taken over the program upon Rob Ringle’s departure and Tommy Christian of Pipestone who would be performing the work. After discussion, Sciacca noted this was an unbudgeted expense, but an important project that needed to be completed and funding could be found upon approval.

Motion #5 by Mayor Pro Tem Lynn, seconded by Trustee Baum, to adopt Resolution No. 36 approving a Professional Services Agreement with Pipestone Equipment for replacement/servicing of PRVs for the Town’s Water System. A roll call vote was taken: Douglas – aye, Baum – aye, Just – aye, Lynn – aye. Motion carried unanimously.

D. Consider request from Debbie Siples of Malvern Panalytical to allow for soil and water sample specimen collection in the Town of Fairplay along the Platte River for use in tracking the movement of heavy metals due to erosion.

Motion #6 by Trustee Baum, seconded by Trustee Douglas, to continue the request from Debbie Siples for soil and water sample specimen collection to October 7, 2024, at 6:00 p.m. for the applicant to be present for questions. Douglas – aye, Baum – aye, Just – aye, Voorhis – aye; Lynn – aye. Motion carried unanimously.

STAFF AND BOARD OF TRUSTEE REPORTS

Town Administrator Sciacca introduced Timothy Medlin, Streets & Utilities Superintendent. She noted he would be conducting interviews for a Maintenance Worker opening. She then reviewed the more important items from her written report in the packet providing additional information as appropriate.

BUDGET WORK SESSION TO DISCUSS 2025 FAIRPLAY PROJECTS AND PRIORITIES

The Board and Staff moved into Budget Work Session at approximately 7:25 p.m. where Staff provided information on projects and priorities for the 2025 Budget year and received input and direction from the Mayor and Trustees.

ADJOURNMENT

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 7:46 p.m.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
September 16, 2024**

CALL TO ORDER

A Regular Meeting of the Board of Trustees for the Town of Fairplay was called to order by Mayor Frank Just on Monday, September 16, 2024, at 6:00 p.m. in the Board Room located in the Fairplay Town Hall at 901 Main Street, having previously been posted in accordance with Colorado Open Meetings law.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Just proceeded with the pledge of allegiance, followed by the roll call, which was answered by Mayor Frank Just, and Trustees Erik Baum and Josh Voorhis, and Mayor Pro Tem Lynn. Trustee Douglas was absent and excused due to his guiding of hunters.

Staff in attendance: Town Administrator Janell Sciacca, Chief Jeff Worley, Town Planner Scot Hunn (online), Town Ken Fellman (online).

APPROVAL OF AGENDA

There were no additions, deletions, amendments or corrections to the agenda.

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

CONSENT AGENDA

A. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from September 6, 2024, through September 12, 2024, in the amount of **\$72,531.97**.

Town Administrator Sciacca responded to several questions regarding records management and marketing expenditures.

Motion #2 by Trustee Baum, seconded by Mayor Pro Tem Lynn, that the Consent Agenda be approved with the expenditures as stated. A roll call vote was taken: Baum – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

CITIZEN COMMENTS

A. Consideration of Request for Funding from Boys & Girls Club of the High Rockies for Halloween Spooktacular. Jo Ames, Assistant Unit Director, reported the annual club Halloween Spooktacular was coming up and it was moved to the Library parking lot due to the closing of Salado's. She requested a \$200 donation to help with candy and reusable decorations. She expressed appreciation for any contribution the Town could make. Discussion ensued regarding damage that occurred to the club's basketball hoop and Ames stated it occurred around Burro Days, and she was certain it was not anyone associated with the club, but rather someone from out of the area and there was no indication of the cost to repair it. The Board offered to help with the repair expenses and asked for an idea of the costs. Town Administrator Sciacca advised there was over \$7,000 available between the Donation and Benevolence lines.

Motion #3 by Trustee Voorhis, seconded by Trustee Baum, to approve a funding request from Boys & Girls Club of the High Rockies for the Halloween Spooktacular in the amount of \$500.00. A roll call vote was taken: Baum – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

NEW BUSINESS

A. Consideration of Request from ACL Real Estate, LLC, for an additional extension of 1-year Deferment of Parking and Landscape improvements for Highside Brewery located at 411 US Hwy 285.

Town Administrator Sciacca provided an overview of the Staff Report and history on this matter and noted that Staff was supportive of an additional extension with the condition that the applicant again be required to submit his

formal request for a variance by April 30, 2025. She advised that Town Planner Hunn was appearing online and also available to answer questions.

Discussion ensued regarding the applicant's work to date and questions were raised about any contact with a Civil Engineer for plans of any sort to address the requirements. The applicant advised that he was hopeful the Town code might have been updated by this time and some of the requirements changed or removed before he has his attorney investigate applicability of code and/or a variance. He reported no drainage plan was completed and he felt paving it would cause considerable water retention issues, which he felt dirt did not. Axelrod also disagreed that there had been any change in use that would invoke the improvements, and another extension was really just kicking the can down the road to see if things would change on the Town's side and then address the issue at that time. Town Planner Hunn did not feel there was any debate of the determination there had been a change of use and he did not recall any discussion about parking requirements of paving going away so he was not in agreement that it was a good rational for deferment and felt those were instead primarily related to the highway construction project which could affect the design of the lot and landscaping. Following additional discussion, the Board generally agreed that an additional extension was not the preferred option, and they would like to move the request for a variance forward.

Motion #4 by Trustee Voorhis, seconded by Trustee Baum, to grant a 4-month extension with the applicant to submit a variance request. A roll call vote was taken: Baum – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

B. Consideration of Findings of Fact, Conclusions and Order to ratify Board of Trustees' action of August 5, 2024 approving a Retail Tavern License application from Below Average Report Card, LLC for J.L. Dyer Public House located at 519 Main Street.

Town Administrator Sciacca provided an overview of the Staff Report and recommended approval to ratify the Board's action to approve the new license following public hearing on August 5, 2025.

Motion #5 by Mayor Pro Tem Lynn, seconded by Trustee Baum, to approve the Findings of Fact, Conclusions and Order to ratify Board of Trustees' action of August 5, 2024 approving a Retail Tavern License application from Below Average Report Card, LLC for J.L. Dyer Public House located at 519 Main Street. A roll call vote was taken: Baum – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

PUBLIC HEARINGS

- A.** Should the Board of Trustees, acting as the Local Licensing Authority, approve an application from 720 Brewing, LLC, for a new Tavern Liquor License for Highside Brewing located at 411 US Highway 285?
- B.** Should the Board of Trustees, acting as the Local Licensing Authority, approve an application from 720 Brewing, LLC, for a new BrewPub Liquor License for Highside Brewing located at 501 US Highway 285?

Town Administrator Sciacca provided an overview of the Staff Report and noted one hearing could be conducted for both licenses as they were for one applicant and the same operations, but separate motions would be required for actions. She introduced applicant Dave Axelrod who was in attendance and noted that upon approval, and receipt of the new licenses, the applicant would surrender the active licenses currently being operated under. Sciacca reported that all applicable notices were made as required by law.

Mayor Just read an opening statement into the record and then opened the public hearing at 6:42 p.m. There were no comments for or against granting of the licenses, so the Mayor closed the public hearing at 6:48 p.m. There was no further deliberation by the Board.

Motion #5 by Mayor Pro Tem Lynn, seconded by Trustee Baum, approve an application from 720 Brewing, LLC, for a new Brewpub Liquor License for Highside Brewing located at 501 US Highway 285. A roll call vote was taken: Baum – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

Motion #6 by Trustee Voorhis, seconded by Trustee Baum, to approve an application from 720 Brewing, LLC, for a new Brewpub Liquor License for Highside Brewing located at 501 US Highway 285. A roll call vote was taken: Baum – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

Axelrod thanked the Board and advised that they were looking forward to the license changes in order to expand the service of wine and cocktails to broaden the patrons and serve a wider demographic.

C. SECOND READING – Should the Board of Trustees for the Town of Fairplay adopt Ordinance No. 7, Series of 2024, entitled “**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO GRANTING A FRANCHISE TO PUBLIC SERVICE COMPANY OF COLORADO FOR THE NON-EXCLUSIVE RIGHT TO PROVIDE, SELL, AND DELIVER ELECTRICITY TO THE TOWN AND ITS RESIDENTS THROUGH THE NON-EXCLUSIVE REASONABLE USE OF TOWN STREETS, PUBLIC UTILITY EASEMENTS, AND OTHER TOWN PROPERTY.**”?

Town Administrator Sciacca provided an overview of the Staff Report. She introduced Town Attorney Ken Fellman who was appearing online to answer questions and provide legal advice as necessary. She also recognized Xcel Regional Manager Elizabeth “Blair” McGary who was also in attendance and reminded this was the second and final hearing following the first reading which took place on August 19 reminding for the Ordinance to approve an electric franchise with Public Service Company of Colorado dba Xcel Energy.

Mayor Just opened the public hearing at 6:52 p.m. Trustee Baum reminded that he inquired about Article 20 being amended to allow for veteran preference. McGary advised she could not speak to this, but the existing language was the standard agreement language. Fellman stated that attorney Dittman did advise him he was aware that there were some programs for veterans that the company followed they would want to do before deciding whether to try to put something in the franchise, but programs could be available in another context that might satisfy the concern. That information would need to come from the Regional Manager. Fellman stated that in his experience with Xcel, is the company is doing something for veterans, he felt they would suggest putting any commitment in writing and addressing it outside the franchise, but his firm could certainly push to put it in the agreement is the Town would like. Fellman reminded that the statute does require a majority vote of the total number of board members to pass something, which would mean there would have to be 3 votes in favor for the agreement to be approved. Baum felt the Board could move forward with the agreement as required but stated that he was somewhat offended that certain groups were covered in Article 20, but veterans were not. Several Board members expressed that they struggled with approval for different reasons than Baum’s and Fellman advised that while local governments did not have a lot of authority or a lot of power in dealing with a regulated monopoly like this, the Town did have some, and there were a couple different ways it could be exerted which could be costly. He advised that Dittman had briefed him on reliability issues and impacts of the wildfire mitigation plan and then noted there are PUC proceedings in which those things can be addressed. He advised that the Town could push to get important matters addressed in the agreement, but it becomes a de facto penalty for the Town when an agreement is not approved and Xcel stops paying franchise fees which then impacts the Town’s budget and there could also be impacts to the underground fund. Fellman stated that if there were important matters to be addressed, his firm would be happy to talk to the Town in a different context about its options. Fellman also advised that while the Town was concerned about capacity and improvements to the electrical situation in Fairplay, there was nothing that could be tied together between the franchise agreement and the amount of electricity Xcel was willing to provide to the area. He noted that he was aware of a Mountain Energy Plan that was supposed to be proposed to the PUC on October 15 with electrical upgrades to the system. The Board asked if McGary could provide information on what that plan specifically included for Park County and the direct impacts for Fairplay. Fellman stated that upon seeing the plan, the Town could file a letter of support or a letter on non-support to let the PUC on how the community feels about it. He also noted there was a comment period of the Wildfire Mitigation Plan open in October and another in January and he would send the dates to Sciacca to distribute to the Board. McGary advised she would look into these items for the Town and also have one of the scientists come talk to the Town about the system. She then stated that Xcel really appreciated the Town’s agreement and hoped the matter could move forward. Fellman advised that overall, he felt good about the proposed agreement, and it was consistent with many of the newer franchise agreements around the state in both similarly sized and larger communities.

Mayor Just opened the floor to public comment. There were no comments in support of the agreement. Dave Wissel, Front Street, stated these agreements are a necessary evil and Xcel's bottom line is always going to be met at the expense of its customers, and it troubled him to hear about Fairplay's supply and future growth being impacted. He then inquired about the status of the planned power outage to replace a pole along CO9. McGary replied that Xcel would still like to complete the project, but it would be impacted by their own October 31 moratorium. Just then closed the floor to public comment and closed the public hearing at 7:30 p.m.

Motion #7 by Trustee Voorhis, seconded by Mayor Pro Tem Lynn, to adopt Ordinance No. 7, Series of 2024, as presented approving an granting a franchise to Public Service Company of Colorado the non-exclusive right to provide, sell and deliver electricity to the Town and its residents through the non-exclusive reasonable use of Town streets, public utility easements and other Town property. A roll call vote was taken: Baum – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

The Board thanked Fellman for him and the firm's assistance and thanked McGary for appearing on behalf of Xcel and asked that Staff keep discussing the pole replacement project and include essential partners, entities, businesses, and organizations to come to a date that everyone agreed on.

STAFF AND BOARD OF TRUSTEE REPORTS

Town Administrator Sciacca provided an overview of the report and the packet and touched on important and or additional items noting the CDOT Workforce Housing Ribbon Cutting taking place on the 26th, the audit was still expected any day, Public Works would be hiring Timothy Murphy of Alma, she and Plante Moran interviewed a candidate for Treasurer and would be discussing the position tomorrow, Plante Moran was working on the reconciliation and would be presenting recommendations for needed changes including moving the Town's account to a PDPA bank, the Post Office took our their public notice boxes so the Town would have to designate a new location, and the 501 Main Ribbon Cutting and Fall Festival were taking place next Saturday, September 21.

Trustee Voorhis voiced frustration over derogatory music, foul language and lack of respect by some of the people using the Cohen Park Basketball Court which was impacting his family's ability to enjoy their own property. He did not approve of the language being used when there were young kids playing in the tot area. He also picked up trash that was migrating toward his and his neighbor's homes. He also witnessed vandalism with rocks being thrown at the backboards and when he made comments to the young men things escalated and the police were called. He did not know exactly how to address it.

ADJOURNMENT

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 8:06 p.m.

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
12/27/2024	20871	O'Rourke Media Group, LL	legal notices - Ord 9	1	12/25/2024	172.34	106125
Total 868:						172.34	
12/27/2024	20860	Hand Hotel	2024 Commercial Holiday	1	12/18/2024	100.00	105175
12/27/2024	20860		Burro Race Banquet	1	12/20/2024	2,017.80	105162
Total 1084:						2,117.80	
12/27/2024	20879	Xcel Energy	945 Quarry Rd.	1	12/13/2024	20.20	517490
Total 2296:						20.20	
12/30/2024	20886	Laser Graphics	Business Cards Kelsey	1	12/30/2024	68.00	105070
12/30/2024	20886		Business Cards Tim	2	12/30/2024	68.00	105630
12/30/2024	20886		Business Cards PD Mason	3	12/30/2024	85.00	105445
Total 2437:						221.00	
12/27/2024	20864	KONICA MINOLTA BUSIN	town hall copies	1	11/30/2024	115.15	105032
12/27/2024	20864		events copies	2	11/30/2024	32.89	105174
12/27/2024	20864		pd copier	3	11/30/2024	21.77	105455
Total 2448:						169.81	
12/27/2024	20858	Family Support Registry	15890460	1	12/19/2024	285.69	102265
12/27/2024	20858		14882492	1	12/18/2024	210.00	102265
Total 2456:						495.69	
12/27/2024	20855	CARD SERVICES	Office Supplies	1	12/01/2024	14.71	105030
12/27/2024	20855		Adobe Oro	2	12/01/2024	13.00	105060
12/27/2024	20855		Board/Employee Apparel	3	12/01/2024	19.25	105110
12/27/2024	20855		Visitor Center	4	12/01/2024	2.00	105120
12/27/2024	20855		Domain Registration	5	12/01/2024	9.00	105130
12/27/2024	20855		Real Colorado Christmas S	6	12/01/2024	30.82	105174
12/27/2024	20855		Uniform	7	12/01/2024	9.50	105410
12/27/2024	20855		PD Vehicle Maint.	8	12/01/2024	105.20	105420
Total 2503:						203.48	
12/30/2024	20882	CenturyLink	Water Plant	1	12/19/2024	77.69	105645
Total 2614:						77.69	
12/27/2024	20857	David Kintz, Jr.	2024 Residential Holiday Li	1	12/18/2024	300.00	105175
Total 2786:						300.00	
12/27/2024	20877	Shred America	monthly routine shredding	1	12/18/2024	13.20	105030
Total 2793:						13.20	
12/27/2024	20874	Promark Industries, LLC	09 Chev Tahoe 3119	1	11/27/2024	120.46	105420

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Multiple	20875	Sciacca, Janell	Melo Minor Subdivision Re	1	12/18/2024	.00	106125
Multiple	20875		Christmas Event Expenses	1	12/19/2024	.00	517010
Multiple	20875		Christmas Event Expenses	2	12/19/2024	.00	105010
Multiple	20875		Employee Luncheon Suppli	1	12/18/2024	.00	105010
12/30/2024	20888		Melo Minor Subdivision Re	1	12/18/2024	51.00	106125
Total 3583:						51.00	
12/30/2024	20891	Wilson Williams LLP	General Counsel Fees Dec	1	12/30/2024	.00	105057
			General Counsel Fees Dec	2	12/30/2024		105057
12/30/2024	20894		General Counsel Fees Dec	3	12/30/2024	526.50	105057
Total 3586:						526.50	
12/27/2024	20878	Utility Associates, Inc.	Police Equipment	1	11/30/2024	4,666.67	105450
Total 3604:						4,666.67	
12/30/2024	20880	AT&T	PD Phones	1	12/07/2024	30.80	105455
12/30/2024	20880		Admin Phones	2	12/07/2024	153.98	105065
12/30/2024	20880		Utility Phones	3	12/07/2024	123.17	517226
Total 3690:						307.95	
12/27/2024	20859	Glass Broker & Screen Co	PD Window Repair	1	12/16/2024	1,920.95	105025
Total 3754:						1,920.95	
12/30/2024	20885	Highside Brewing	TGIF Concert Beer Aug 24	1	08/23/2024	360.00	105150
Total 3763:						360.00	
12/27/2024	20873	Plante Moran	contract financial services	1	12/13/2024	6,388.75	106118
12/27/2024	20873		contract financial services	2	12/13/2024	6,388.75	517355
Total 3774:						12,777.50	
12/30/2024	20881	AT&T MOBILITY	pd phones	1	12/07/2024	997.54	105455
12/30/2024	20881		admin phones	2	12/07/2024	129.09	105065
12/30/2024	20881		pw phones	3	12/07/2024	237.80	105645
12/30/2024	20881		transit cellphone mthly svc	4	12/07/2024	53.82	105250
Total 3786:						1,418.25	
12/27/2024	20863	Knellinger, Brian	Knellinger Wellness Reimb	1	12/19/2024	78.96	105010
Total 3796:						78.96	
12/27/2024	20867	Mission Square 306727	Employee 457 Plan Contrib	1	12/26/2024	236.00	102255
12/27/2024	20867		Employee 457 Plan Contrib	1	12/19/2024	236.00	102255
Total 3882:						472.00	
12/27/2024	20866	Mission Square 106501	Employee 401A Retirement	1	12/13/2024	1,340.42	102255
12/27/2024	20866		Employee 401A Retirement	1	12/27/2024	1,337.58	102255

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3883:						2,678.00	
12/27/2024	20865	Lynnee Beck	Refund for 2 2025 Burro B	1	12/19/2024	450.00	102295
Total 3894:						450.00	
12/27/2024	20870	Mr. Burro Cafe	2024 Commercial Holiday	1	12/18/2024	500.00	105175
Total 3895:						500.00	
12/27/2024	20861	Jon McCarver	2024 Residential Holiday Li	1	12/18/2024	100.00	105175
Total 3896:						100.00	
12/27/2024	20862	Karla & Chris Larsen	2024 Residential Holiday Li	1	12/18/2024	100.00	105175
Total 3897:						100.00	
12/30/2024	20883	CMC TIRE	Skid Steer Tires	1	11/04/2024	1,165.00	105625
12/27/2024	20856		Skid Steer Repair Part	1	11/07/2024	300.00	105625
Total 3898:						1,465.00	
Grand Totals:						62,909.47	

Report Criteria:

Detail report type printed

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 1
(Series 2025)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ESTABLISHING DESIGNATED PUBLIC PLACES FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY COLORADO OPEN MEETINGS LAW AND SETTING REGULAR MEETING DATES FOR THE YEAR OF 2025.

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

WHEREAS, the Board of Trustees of the Town of Fairplay wishes to continue providing public notice to its citizens at several convenient locations while also adopting the schedule of regular meetings for the calendar year 2025.

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

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

1. The Town of Fairplay Website (www.fairplayco.us);
2. The Fairplay Town Hall located at 901 Main Street;
3. The Fairplay Visitor Center located at 5010 Main Street;
4. The Park County Library located at 400 Front Street; and
5. Prather’s Market located at 301 US Highway 285.

Section 2: Regular meetings of the Fairplay Board of Trustees shall be held in the Board Room of Town Hall, 901 Main Street, Fairplay, CO beginning at 6:00 P.M. on the dates set forth in “Exhibit A” unless otherwise appropriately scheduled and noticed or falling on a legal holiday:

Section. 3: The Town Clerk shall be responsible for posting the required notices no later than twenty-four (24) hours prior to the holding of the meeting. All meeting notices shall include specific agenda information, where possible.

Section 4: This Resolution shall become effective upon adoption.

RESOLVED, APPROVED AND ADOPTED THIS 6th DAY OF JANUARY, 2025.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

FAIRPLAY BOARD OF TRUSTEES 2025 REGULAR MEETING SCHEDULE

Per FPMC Sec. 2-2-60, Regular Meetings of the Board are held the First and Third Monday of each Month at 6:00 p.m., except on *legal holidays when no meeting shall be held. Meetings may also be held at such other times as established by announcement and/or publication.

<u>MONTH</u>	<u>1ST MTG</u>	<u>2ND MTG</u>
JANUARY	6-Jan	MLK, Jr. Day*
FEBRUARY	3-Feb	Presidents' Day*
MARCH	3-Mar	17-Mar
APRIL	7-Apr	21-Apr
MAY	5-May	19-May
JUNE	2-Jun	16-Jun
JULY	7-Jul	21-Jul
AUGUST	4-Aug	19-Aug
SEPTEMBER	Labor Day*	15-Sep
OCTOBER	6-Oct	20-Oct
NOVEMBER	3-Nov	17-Nov
DECEMBER	1-Dec	<i>Canceled</i>

Agendas and agenda packets are posted online at the Town's website (www.fairplayco.us) questions about business may be addressed to Town Administration by calling 719-836-2622 or by visiting Town Hall at 901 Main St. during normal business hours of 8:30 a.m. to 4:30 p.m.

PUBLIC HEARINGS OTHER THAN LEGISLATIVE OR QUASI-JUDICIAL

1. Introduce the topic and announce that the Public Hearing is open at __ (time).
2. Ask for Staff presentation.
3. Ask for Applicant or Homeowner presentation/comments.
4. Ask for public comment.
5. Close the hearing and ask for Board deliberation.

OR

6. Ask for Board discussion so Trustees can ask questions of Staff and suggest any changes.
7. If there are significant changes you may ask/allow for further public comment.
8. Following deliberation, ask for a motion to continue, approve or deny.

ACL Real Estate, LLC
400 N. Park Ave., Unit 10-B
Breckenridge, CO 80424

December 31, 2024

Frank Just, Mayor
Board of Trustees
Town of Fairplay
P.O. Box 267
Fairplay, CO 80440

Re: 411 Hwy 285, Fairplay

Dear Mayor Just and Board of Trustees,

ACL Real Estate, LLC is the owner of 411 Hwy 285. When the building was originally built the current development codes were not in place. It was a restaurant, then a furniture store and is now back to a retail and brew pub.

The building is a non-conforming structure since it was built prior to the current codes. The current building is in the 30' setback set forth in 16-11-40. There has been no change in the structure's footprint since it was built. The building should be considered under 16-21-30; and as such, there should be no further setback or landscaping requirements unless the structure's footprint is changed. More importantly, it would be impossible to move the structure in order to achieve the 30' setback.

The parking area for this building is also non-conforming since it is installed prior to the adoption of 16-11-40 and extends into the 30' setback. Although the use of the property has changed three times over the years, the parking area has never changed. Therefore it should be considered under 16-21-30; and as such there should be no further setback or landscaping requirements. It would not be possible to provide the current number of parking spaces if the 30' setback were required.

The property has a sufficient number of parking spaces for its current use (16-10-130), but the parking lot is not paved and does not meet the current drainage requirements.

With regard to paving the parking area, this would create drainage issues that ACL is not able to resolve on site. It has been and will continue to be better to have the parking area a porous surface where the drainage happens naturally through the ground.

With regard to drainage, there are no drainage ditches, culverts or drainage pipes adjoining the property or in the adjacent area. If the parking lot is paved, there is nowhere for the drainage to go, except onto the adjacent property; which is not allowed by the development code. It would be a huge expense to ACL to try to retrofit the entire area with proper drainage. It is not possible to retain or dispose of drainage on site.

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ACL Real Estate, LLC respectfully requests that its building and its parking area be designated as non-conforming and no further upgrades (setbacks, landscaping and paving) would be required unless the physical structures are changed in the future. In the alternative, ACL would respectfully request a variance or other decision from the Board of Trustees which would allow the current status of the building and parking lot to remain (no setbacks, landscaping or paving) unless and until these structure on the property are changed.

Yours Truly,

David Axelrod, Manager



Town of Fairplay

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

STAFF REPORT

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: New Business Item B – Resolution No. 2, South Park Food Bank Use Agmt or 501 Main

DATE: January 6, 2025

BACKGROUND/ANALYSIS:

The Town has historically approved an agreement with the South Park Food Bank for use of a portion of the space at 501 Main. The agreement has been renewed annually since 2019 and Staff is recommending it be renewed again for calendar year 2025, under the updated terms and conditions established in 2024.

While there have been a couple minor issues, the Food Bank has always been responsive and respectful, and they certainly help to provide a very important service to the Town of Fairplay and Park County. The agreement is a little different format this year, but contains the newly established \$100/year rental amount with payment of 25% of the utilities, which more accurately reflects the square footage of the building they occupy and use for their operations.

STAFF RECOMMENDATION

Staff recommends the Board adopt Resolution No. 2, Series of 2025, as presented by a motion, second and roll call vote to approve a Use Agreement with the South Park Food Bank for space at 501 Main Street

Attachments:

- Resolution No. 2, Series of 2025
- Use Agreement
- Exhibit A - Map of Space Occupied

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 2
(Series of 2025)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A TEMPORARY LEASE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND THE SOUTH PARK FOOD BANK FOR USE OF SPACE AT 501 MAIN STREET.

WHEREAS, the Town Board of Trustees recognizes the value that the South Park Food Bank brings to the community; and

WHEREAS, the Town of Fairplay previously approved a Lease Agreement with the South Park Food Bank and the Food Bank is a reputable and charitable organization that provides an extremely valuable service citizens in Fairplay and Park County as a whole; and

WHEREAS, The Board of Trustees desires to renew the temporary lease agreement with South Park Food Bank for a portion of 501 Main Street so as to continue to allow for this community service-based organization to have a physical location and place for storage and distribution of food, clothing and other much needed supplies and services to the disadvantaged and anyone struggling financially or nutritionally within the Town of Fairplay and South Park area.

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

SECTION 1. the Lease Agreement Between the Town of Fairplay, Colorado, and the South Park Food Bank for usage of a portion of 501 Main Street, attached hereto as Exhibit A, is hereby authorized and approved and the Mayor is authorized to execute the same on behalf of the Town, in a form approved by the Town Attorney.

RESOLVED, APPROVED, AND ADOPTED this 6th day of January, 2025.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

USE AGREEMENT

THIS AGREEMENT entered into this 6th day of January, 2025, by and between the **TOWN OF FAIRPLAY, COLORADO**, a statutory town and municipal corporation, hereinafter referred to as “Town”, and the **SOUTH PARK FOOD BANK**, hereinafter referred to as “User”.

NOW THEREFORE, BE IT HEREINAFTER AGREED BY THE PARTIES AS FOLLOWS:

1. **Description of Property:** Town agrees to allow User to utilize approximately 2,400 square feet of the Town’s 501 Main Building located in Fairplay CO 80440, and as depicted within the sketch attached as “**Exhibit A**,” (the “Property”), within the Town of Fairplay, County of Park, and State of Colorado. The Property shall be accessed and utilized by the User only for the purposes indicated and set forth herein.
2. **Purpose:** The User, as a community service-based organization, shall be using the Property for the storage and distribution of food, clothing and other much needed supplies to the disadvantaged and financially struggling population within the Town of Fairplay and the South Park area.
3. **Term:** The term of this agreement shall be for one (1) Year commencing on January 6, 2025.
4. **Rental Rate:** User shall pay the Town for use of the Property at a rate of \$100.00 per year rent. Payment is due to the Town by the 20th of January.
5. **Utilities:** User shall be responsible for payment of twenty-five (25%) of the actual cost of utilities to the building which are not separately metered or billed to the rented premises including sewer, water, natural gas, and electricity, but not including telephone service which shall be billed directly to the User. Payment is due within 10 days of billing by the Town.
6. **Use:** User shall use and occupy Property solely for the purpose of continuing operations of the South Park Food Bank and storing materials needed for said operations. Town represents that the premises may lawfully be used for such purposes.
7. **Care and Maintenance of Leased Premises.** User acknowledges that the Property is in good order and repair, unless otherwise indicated herein. User shall, at its own expense and at all times, maintain the interior of the Property in good and safe condition and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. User shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and parking area. User shall be responsible for maintenance and repair of the portion of the building not included in the Leased Premises and well as the building grounds. Prior to

execution of this agreement, User and Town shall have conducted a walk through to determine the exact condition of the Property and have documented any damage or existing issues of the facility prior to the date of this agreement.

8. **Surrender of Property:** User shall quit and surrender the designated Property to the Town at the end of the term of this agreement in the same condition as at the date of the commencement of this agreement, ordinary wear and tear excepted.
9. **Rules and Regulations:** User, and all persons whom User allows on the Property, shall abide by and conform to all Rules and Regulations concerning the use of the Property and all Town facilities, as amended or adopted by the Town. User may not permit persons whom User allows on the Property to have access to any other part of the building that is not part of the area depicted in Exhibit A as being occupied by User. User shall keep doors and windows closed at all times during inclement weather except for those times when doors are required to be open for distribution or deliveries. The door from the breezeway to the User area must also be closed when there are no distribution or delivery activities taking place. Town may cancel this Agreement at any time for failure to do so.
10. **Maintenance:** Town reserves the right to close the Property for maintenance as necessary at its sole discretion. Town will attempt to give reasonable notice of closure.
11. **Indemnification:** The Town shall have no responsibility for the safety and or security of any person participating in the use of the property by User. User expressly agrees to indemnify and hold harmless the Town, its officers, employees, and agents, from all cost, loss and expense, including attorney's fees, arising out of any liability or claim of liability for injury or damage to person resulting directly or indirectly from their participation in User's use of the property, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of User.
12. **Insurance:** User agrees to procure an insurance policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage combined, and the Town being listed as the Additional Insured on a primary and noncontributory basis. User shall provide a copy of the Certificate of Insurance to the Town upon the execution of this agreement.
13. **Compliance with Law:** User shall comply with all laws of the United States and of the State of Colorado, all ordinances of the Town of Fairplay, all rules and requirements of the Police and Fire Departments or other municipal authorities of the Town of Fairplay. User will not do or suffer to be done anything on the designated Property during the term of this agreement in violation of any such laws, ordinances, rules, or requirements. If User's attention is called to any such violation on their part or of any

person employed by or admitted to the designated Property by User, they will immediately desist from and correct or cause to be corrected such violation.

14. **Days and Hours of Operation:** The hours and facilities available for this program will be determined by the parties based upon schedules provided by User and submitted in advance to the Town Administrator.
15. **Damage to Property:** If the designated Property, or any part of the buildings on the designated property, or any equipment located on the designated property during the term of this agreement shall be damaged by the act, default, or negligence of the User or its agents, employees, patrons, guests, or any person admitted to the designated property by User, the user will pay to the Town upon demand such sum as shall be necessary to restore the designated property or equipment contained in or on the designated property to their present condition. User assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of the User or by or with the consent of any person acting for or on behalf of User. User shall be responsible to maintain order and protect persons and property.
16. **Assignment:** User shall not assign this agreement without the prior written consent of the Town, nor use of the Property other than as specified in this agreement.
17. **Release:** Town shall not be responsible for any damage or injury that may happen to User or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this agreement. User hereby expressly releases the Town from and agrees to indemnify the Town against any and all claims for such loss, damage, or injury.
18. **Modification:** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
19. **Non-appropriation.** As required by Article X, Section 20 of the Colorado Constitution, any financial obligations of Town not to be performed during the current fiscal year contained in this Agreement are subject to annual appropriation of sufficient funds by the Fairplay Board of Trustees. Should the Board of Trustees, in any year during the term of this lease, not appropriate sufficient funds for the performance of its obligations herein contained, the User shall vacate the Premises and return possession to the Town on the last day for which a valid appropriation exists.

REMAINDER OF PAGE LEFT BLANK

The undersigned hereby certifies that he/she is authorized to enter into and execute this Agreement on behalf of the User and the Town, respectively, and that the User and the Town acknowledge and accept the terms and conditions herein.

TOWN OF FAIRPLAY ("Town")

Frank Just, Mayor

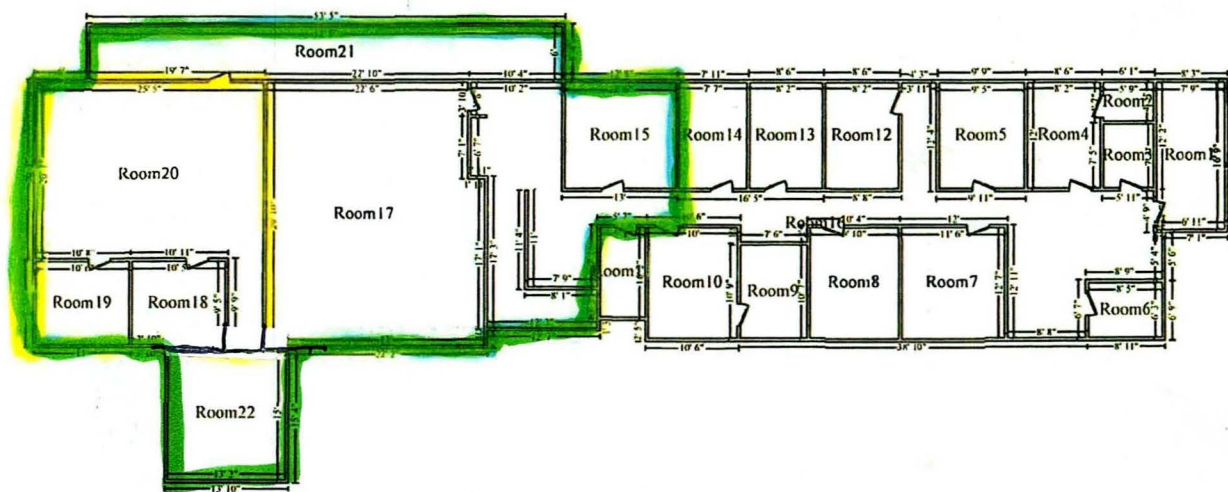
SOUTH PARK FOOD BANK("User")

By: _____
Name: _____
Title: _____

Ground

EXHIBIT A - Resolution No. 2, Series of 2025

 Designates Used Space - Approximately 2,400 s.f.



Ground

TOWNOFFAIRPLAY

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MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator/Clerk

RE: New Business Items C & D – Resolution Nos. 3 and 4, Series of 2025
ORC Professional Services Agreements

DATE: January 6, 2025

Background & Information:

This past fall the Town conducted an RFP process for Operator in Responsible Charge (ORC) services for oversight and management of Fairplay's Water and Wastewater systems. While multiple companies expressed interest, only Warm Springs Consulting Services, LLC, submitted a proposal.

Warm Springs Consulting Services, LLC, is the Town's current operator and has been for the past 4 years. Staff is recommending accepting the submitted proposal and entering into a 1-Year Professional Services Agreement with the option to approve up to three 1-Year extension in January of 2026, 2027 and 2028.

As a reminder, the qualifications of an ORC are:

- Must be designated as the operator in responsible charge (ORC) by owner of facility or system.
- Must hold a current certificate in the same category, and at the same or higher level, as the system or facility classification.

And the duties are:

- Responsible for operation and maintenance of the facility.
- Must know and understand the requirements of applicable permits, laws and regulations.
- Provide supervision to other operators working in the facility.
- Responsible for developing and maintaining a written delegation plan if any tasks or activities are delegated to others.

Both Deline and Chisholm have Class A Water Operator and Class 4 Wastewater Collection licenses with Water Professional Certifications and between them over 80 years of operational experience and knowledge, and beginning in 2025 the Town will be seeking to benefit more fully from their experience by closely monitoring and requiring monthly check-ins on specific duties and responsibilities outlined in the CDPHE Operator in Responsible Charge Hiring and Contracting Guide. As such, the Board will note the addition of Exhibit A.2 – List of Specific

Deliverables. This exhibit outlines specific tasks that the Town expects to see accomplished and will be monitoring monthly through progress reports required to be produced for the Board of Trustees and Administration's review and approval.

The Proposal submitted by Warm Springs seeks an increase in fees from \$5,000.00 per month to \$5,750.00 for the Wastewater System and no increase from the current \$4,500.00 for monthly fees for the Water System. Staff has included these amounts in the 2025 budget.

Recommendation:

Staff recommends adoption of Resolutions No. 3 & 4, Series 2025, as presented by motion, second and a roll call vote approving Professional Services Agreements with Warm Springs Consulting Services, LLC, for Operator in Responsible Charge (ORC) services for the Town of Fairplay Water and Wastewater Facilities.

Attachments:

- Resolutions No. 3 & 4, Series 2025
- WTP and WWTP Professional Service Agreements and Exhibits

TOWN OF FAIRPLAY, COLORADO**RESOLUTION NO. 3
(Series of 2025)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND WARM SPRINGS CONSULTING, LLC FOR OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES FOR THE TOWN OF FAIRPLAY WATER TREATMENT FACILITY.

WHEREAS, Warm Springs Consulting, LLC has submitted a proposal for Operator In Responsible Charge (ORC) services for the Water Treatment Plant for the Town of; and

WHEREAS, Warm Springs Consulting, LLC represents it is qualified to provide such technical services; and

WHEREAS, the Board of Trustees has reviewed the documents and desires to enter into an agreement with Warm Springs Consulting, LLC for services as specified in the proposal.

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

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

Section 2. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 6th day of January, 2025.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 6th day of January, 2025, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Warm Springs Consulting, LLC, an independent contractor ("Consultant").

WHEREAS, the Town requires professional services from properly trained and certified personnel for operation and maintenance of its Water Treatment and Distribution System; and

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

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

I. SCOPE OF SERVICES

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

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

II. REPORTS, DATA AND WORK PRODUCT

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

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

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights

in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

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

III. COMPENSATION

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

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

IV. COMMENCEMENT AND COMPLETION OF WORK

Upon approval of this agreement, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the Town, Exhibit A, the Scope of Services, shall be complete and Consultant shall furnish the Town the associated and specified deliverables as outlined in **Exhibit A.2** and required by the State of Colorado for Operators.

V. PROFESSIONAL RESPONSIBILITY

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

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

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

and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

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

E. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than ten percent (10%) of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the Town a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the Town reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. INSURANCE

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

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

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

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as

additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

VII. INDEMNIFICATION

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

VIII. TERMINATION

This Agreement shall be in effect from date of agreement above through December 31, 2025 and may be renewed for up to three subsequent 1-year terms. This agreement may also be

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

IX. CONFLICT OF INTEREST

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

X. INDEPENDENT CONTRACTOR

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

XI. WORKERS WITHOUT AUTHORIZATION

A. Certification. Consultant certifies that it will verify the eligibility of its employees and subcontractors to work as required by 8 U.S.C.A. §1324a. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. Consultant further authorizes the Colorado Department of Labor to conduct random audits of its employment records, agrees to comply with the Colorado Department of Labor's requests for documentation, and otherwise comply with other reasonable requests demonstrating the Contractor's compliance with 8 U.S.C.A. §1324a.

B. Prohibited Acts. Consultant shall not:

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

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

C. Verification.

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

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

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

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

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

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

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

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

XII. MISCELLANEOUS

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

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

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

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

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

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

Consultant: Marty Deline
Warms Springs Consulting, LLC
POB 1480, 1277 High Creek Road
Fairplay, CO 80440

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

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

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

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

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

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

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

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

CONSULTANT

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of

_____, 2025, by _____, as _____ of Warm Springs

Consulting, LLC.

Notary Public

My commission expires:

EXHIBIT A

Scope of Services

“OPERATOR IN RESPONSIBLE CHARGE” means the person designated by the Town/Owner of the water or wastewater facility to be the certified operator(s) who has ultimate responsibility for decisions regarding the daily operational activities of the facility that will directly impact the quality and/or quantity of drinking water, treated wastewater, or treated effluent.

100.12 RESPONSIBILITIES AND DUTIES OF CERTIFIED OPERATOR IN RESPONSIBLE CHARGE

100.12.1 Certified operators in responsible charge are designated by the owner of the water or wastewater facility and have supervisory responsibility for the operation of the facility and for the operational activities and functions of other facility operators.

100.12.2 Process control and/or system integrity decisions with respect to drinking water quality or quantity that may affect the public health or the environment are reserved to certified operators in responsible charge.

100.12.3 Process control and/or facility integrity decisions with respect to effluent quality or quantity that may affect the public health or the environment are reserved to certified operators in responsible charge.

100.12.4 Certified operators in responsible charge of a water or wastewater facility must hold a valid certificate equal to or greater than the classification of the water or wastewater facility they operate.

100.12.5 Certified operators in responsible charge shall protect the public health and the environment in the conduct of their duties. The certified operators in responsible charge are accountable for the operation and maintenance of the water or wastewater facility and are responsible for understanding the requirements of the applicable permits, laws and regulations.

These duties include the following:

- (a) controlling, supervising or actively participating in the planning, operation and maintenance of a water or wastewater facility;
- (b) making process control and system integrity decisions on the operation and maintenance of the water or wastewater facility;
- (c) making decisions and initiating actions regarding the operation of the water or wastewater facility in a timely manner;
- (d) inspecting and testing new, modified, or repaired facilities prior to placing or returning such facilities into service;
- (e) developing maintenance programs; CODE OF COLORADO REGULATIONS 5 CCR 1003-2 Water and Wastewater Facility Operators Certification Board 27
- (f) developing and maintaining the written operating plan as described in section 100.12.6;
- (g) reporting instances of non-compliance or situations that could result in non-compliance as appropriate to facility owners and the Department; and
- (h) performing other functions of direct responsibility, including those enumerated in section 100.11 below.

100.11 RESPONSIBILITIES AND DUTIES OF A CERTIFIED OPERATOR

100.11.1 In the performance of their duties, certified operators shall exercise a level of reasonable care and judgment consistent with the experience and training appropriate to their level of certification as defined in these regulations.

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

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

100.11.3 When acting in the capacity of a certified operator, certified operators shall refrain from behaving in a threatening, intimidating, demeaning or similar manner in verbal or written communications or in interactions with the public, the regulated community and regulators.

100.11.4 Certified operators shall update the Board or its contractor with any changes to mailing address, telephone number, or email within 30 days of such a change.

EXHIBIT A.2

LIST OF SPECIFIC DELIVERABLES

Operators In Responsible Charge (ORCs) shall:

- ☐ Ensure all required system forms and reporting are completed properly and submitted in a timely manner.
- ☐ Prepare for, attend and be present for all inspections and sanitary sewer surveys. Appropriately and timely address any issues identified within required timeframes.
- ☐ Conduct plant and equipment inspections, correct deficiencies, and appropriately address areas of concern for Town systems.
- ☐ Prepare preventative maintenance plans and perform or oversee all maintenance, upgrade, and repair activities for Water and Wastewater systems, facilities and components.
- ☐ Establish lists and schedules of routine cleaning and maintenance activities and duties and confirm completion as required.
- ☐ Conduct periodic and regular site inspections according to State requirements.
- ☐ Draft and implement an emergency response plan and update annually, or as more frequently necessary, to address ongoing changes.
- ☐ Establish and maintain listings of routine, after-hours and emergency service contacts for repair and maintenance of all facilities, systems and components.
- ☐ Maintain a secure and safe working environment by performing and documenting periodic safety and security inspections. Develop appropriate procedures for handling, inspecting and storing chemicals; ensure use of proper security procedures and equipment (e.g., *fences, closed-circuit TV systems, intrusion alarms through SCADA system*); ensure equipment is in proper working condition; and hold regular safety meetings for Town Staff to ensure they are properly certified for safety procedures.
- ☐ Establish an Emergency Response Plan and testing in order for Staff to be adequately prepared for an emergency event. Be available 24/7 for emergency situations and be on call 2 weekends each month*, oversee all emergency operations during an actual event and work with federal, state and local agencies until emergency is resolved and systems are returned to normal operations. **If unable to immediately respond to an emergency or be on call as scheduled, provide for an alternate, appropriately certified operator to respond or be on call.*
- ☐ Oversee system meter reading program to ensure accurate reads are obtained for use in billing of water use; review and recommend changes or updates to fee structure(s) to the system Board (*Board of Trustees*) and Town Administrator to ensure adequate funding to sustain, repair and update system as necessary.

- ☐ Attend system Board (*Board of Trustees*) meetings as necessary to report on work completed, functioning of the system, and system needs. Prepare and submit monthly operational reports and records for regular Board meetings.
- ☐ Develop a Delegation Plan for routine operational tasks and activities, provide appropriate training for those who will perform tasks and activities, and regularly review performance for compliance with requirements in order to meet federal, state or local requirements.
- ☐ Perform or oversee the following functions:
 - Ordering and mixing chemicals;
 - Collection of water quality samples;
 - Calibrating monitoring and pumping equipment;
 - Maintaining and calibrating plant equipment and instruments;
 - Overseeing and adjusting chemical dosages;
 - Calculation of disinfection levels;
 - Locating and exercising of system valves;
 - Leak detection;
 - Customer shut-offs/turn-ons for system repairs, nonpayment, new connections
 - Identifying and addressing illegal or non-conforming connections;
 - Responding to water quality and quantity complaints and requests for service or connection to the Town's system.
- ☐ Ensure the Town Administrator and System Board (Board of Trustees) are timely and fully informed on all matters that impact the operation or licensing of the Water and Wastewater Plant and systems.
- ☐ Maintain all system information and records in centrally located and easily accessible system/format.
- ☐ Provide Town Administrator and System Board (Board of Trustees) information, estimates and recommendations on annual capital expenditures.
- ☐ Keep all required certificates current while agreement is in effect.
- ☐ Stay abreast of changes to federal or state regulations and guidance/best practices; obtain training/education as necessary.
- ☐ Oversee certification and training status for Town Staff.

EXHIBIT B**Compensation**

For the Services provided by the Consultant pursuant to Exhibits A & B, Consultant shall receive compensation in the amount of Four Thousand and Five Hundred Dollars (\$4,500.00) per month.

Payment by the Town shall be deemed made and completed upon hand delivery to the Consultant or designee of the Consultant or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Consultant.

TOWN OF FAIRPLAY, COLORADO**RESOLUTION NO. 4
(Series of 2025)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND WARM SPRINGS CONSULTING, LLC FOR OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES FOR THE TOWN OF FAIRPLAY WASTEWATER TREATMENT FACILITY.

WHEREAS, Warm Springs Consulting, LLC has submitted a proposal for Operator In Responsible Charge (ORC) services for the Wastewater Treatment Plant for the Town; and

WHEREAS, Warm Springs Consulting, LLC represents it is qualified to provide such technical services; and

WHEREAS, the Board of Trustees has reviewed the documents and desires to enter into an agreement with Warm Springs Consulting, LLC for services as specified in the proposal.

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

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

Section 2. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 6th day of January, 2025.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 6th day of January, 2025, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Warm Springs Consulting, LLC,, an independent contractor ("Consultant").

WHEREAS, the Town requires professional services from properly trained and certified personnel for operation and maintenance of its Wastewater Collection and Treatment System; and

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

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

I. SCOPE OF SERVICES

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

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

II. REPORTS, DATA AND WORK PRODUCT

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

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

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights

in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

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

III. COMPENSATION

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

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

IV. COMMENCEMENT AND COMPLETION OF WORK

Upon approval of this agreement, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the Town, **Exhibit A**, the Scope of Services, shall be complete and Consultant shall furnish the Town the associated and specified deliverables as outlined in **Exhibit A.2** and required by the State of Colorado for Operators.

V. PROFESSIONAL RESPONSIBILITY

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

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

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

and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

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

E. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than ten percent (10%) of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the Town a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the Town reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. INSURANCE

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

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

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

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as

additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

VII. INDEMNIFICATION

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

VIII. TERMINATION

This Agreement shall be in effect from date of agreement above through December 31, 2025 and may be renewed for up to three subsequent 1-year terms. This agreement may also be

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

IX. CONFLICT OF INTEREST

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

X. INDEPENDENT CONTRACTOR

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

XI. WORKERS WITHOUT AUTHORIZATION

A. Certification. Consultant certifies that it will verify the eligibility of its employees and subcontractors to work as required by 8 U.S.C.A. §1324a. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. Consultant further authorizes the Colorado Department of Labor to conduct random audits of its employment records, agrees to comply with the Colorado Department of Labor's requests for documentation, and otherwise comply with other reasonable requests demonstrating the Contractor's compliance with 8 U.S.C.A. §1324a.

B. Prohibited Acts. Consultant shall not:

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

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

C. Verification.

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

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

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

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

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

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

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

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

XII. MISCELLANEOUS

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

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

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

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

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

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

Consultant: Marty Deline
Warms Springs Consulting, LLC
POB 1480, 1277 High Creek Road
Fairplay, CO 80440

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

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

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

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

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

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

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

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

CONSULTANT

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of

_____, 2025, by _____, as _____ of Warm Springs

Consulting, LLC.

Notary Public

My commission expires:

EXHIBIT A

Scope of Services

“OPERATOR IN RESPONSIBLE CHARGE” means the person designated by the Town/Owner of the water or wastewater facility to be the certified operator(s) who has ultimate responsibility for decisions regarding the daily operational activities of the facility that will directly impact the quality and/or quantity of drinking water, treated wastewater, or treated effluent.

100.12 RESPONSIBILITIES AND DUTIES OF CERTIFIED OPERATOR IN RESPONSIBLE CHARGE

100.12.1 Certified operators in responsible charge are designated by the owner of the water or wastewater facility and have supervisory responsibility for the operation of the facility and for the operational activities and functions of other facility operators.

100.12.2 Process control and/or system integrity decisions with respect to drinking water quality or quantity that may affect the public health or the environment are reserved to certified operators in responsible charge.

100.12.3 Process control and/or facility integrity decisions with respect to effluent quality or quantity that may affect the public health or the environment are reserved to certified operators in responsible charge.

100.12.4 Certified operators in responsible charge of a water or wastewater facility must hold a valid certificate equal to or greater than the classification of the water or wastewater facility they operate.

100.12.5 Certified operators in responsible charge shall protect the public health and the environment in the conduct of their duties. The certified operators in responsible charge are accountable for the operation and maintenance of the water or wastewater facility and are responsible for understanding the requirements of the applicable permits, laws and regulations.

These duties include the following:

- (a) controlling, supervising or actively participating in the planning, operation and maintenance of a water or wastewater facility;
- (b) making process control and system integrity decisions on the operation and maintenance of the water or wastewater facility;
- (c) making decisions and initiating actions regarding the operation of the water or wastewater facility in a timely manner;
- (d) inspecting and testing new, modified, or repaired facilities prior to placing or returning such facilities into service;
- (e) developing maintenance programs; CODE OF COLORADO REGULATIONS 5 CCR 1003-2 Water and Wastewater Facility Operators Certification Board 27
- (f) developing and maintaining the written operating plan as described in section 100.12.6;
- (g) reporting instances of non-compliance or situations that could result in non-compliance as appropriate to facility owners and the Department; and
- (h) performing other functions of direct responsibility, including those enumerated in section 100.11 below.

100.11 RESPONSIBILITIES AND DUTIES OF A CERTIFIED OPERATOR

100.11.1 In the performance of their duties, certified operators shall exercise a level of reasonable care and judgment consistent with the experience and training appropriate to their level of certification as defined in these regulations.

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

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

100.11.3 When acting in the capacity of a certified operator, certified operators shall refrain from behaving in a threatening, intimidating, demeaning or similar manner in verbal or written communications or in interactions with the public, the regulated community and regulators.

100.11.4 Certified operators shall update the Board or its contractor with any changes to mailing address, telephone number, or email within 30 days of such a change.

EXHIBIT A.2

LIST OF SPECIFIC DELIVERABLES

Operators In Responsible Charge (ORCs) shall:

- ☐ Ensure all required system forms and reporting are completed properly and submitted in a timely manner.
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- ☐ Conduct plant and equipment inspections, correct deficiencies, and appropriately address areas of concern for Town systems.
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- ☐ Establish lists and schedules of routine cleaning and maintenance activities and duties and confirm completion as required.
- ☐ Conduct periodic and regular site inspections according to State requirements.
- ☐ Draft and implement an emergency response plan and update annually, or as more frequently necessary, to address ongoing changes.
- ☐ Establish and maintain listings of routine, after-hours and emergency service contacts for repair and maintenance of all facilities, systems and components.
- ☐ Maintain a secure and safe working environment by performing and documenting periodic safety and security inspections. Develop appropriate procedures for handling, inspecting and storing chemicals; ensure use of proper security procedures and equipment (e.g., *fences, closed-circuit TV systems, intrusion alarms through SCADA system*); ensure equipment is in proper working condition; and hold regular safety meetings for Town Staff to ensure they are properly certified for safety procedures.
- ☐ Establish an Emergency Response Plan and testing in order for Staff to be adequately prepared for an emergency event. Be available 24/7 for emergency situations and be on call 2 weekends each month*, oversee all emergency operations during an actual event and work with federal, state and local agencies until emergency is resolved and systems are returned to normal operations. **If unable to immediately respond to an emergency or be on call as scheduled, provide for an alternate, appropriately certified operator to respond or be on call.*
- ☐ Oversee system meter reading program to ensure accurate reads are obtained for use in billing of water use; review and recommend changes or updates to fee structure(s) to the system Board (*Board of Trustees*) and Town Administrator to ensure adequate funding to sustain, repair and update system as necessary.

- ☐ Attend system Board (*Board of Trustees*) meetings as necessary to report on work completed, functioning of the system, and system needs. Prepare and submit monthly operational reports and records for regular Board meetings.
- ☐ Develop a Delegation Plan for routine operational tasks and activities, provide appropriate training for those who will perform tasks and activities, and regularly review performance for compliance with requirements in order to meet federal, state or local requirements.
- ☐ Perform or oversee the following functions:
 - Ordering and mixing chemicals;
 - Collection of water quality samples;
 - Calibrating monitoring and pumping equipment;
 - Maintaining and calibrating plant equipment and instruments;
 - Overseeing and adjusting chemical dosages;
 - Calculation of disinfection levels;
 - Locating and exercising of system valves;
 - Leak detection;
 - Customer shut-offs/turn-ons for system repairs, nonpayment, new connections
 - Identifying and addressing illegal or non-conforming connections;
 - Responding to water quality and quantity complaints and requests for service or connection to the Town's system.
- ☐ Ensure the Town Administrator and System Board (Board of Trustees) are timely and fully informed on all matters that impact the operation or licensing of the Water and Wastewater Plant and systems.
- ☐ Maintain all system information and records in centrally located and easily accessible system/format.
- ☐ Provide Town Administrator and System Board (Board of Trustees) information, estimates and recommendations on annual capital expenditures.
- ☐ Keep all required certificates current while agreement is in effect.
- ☐ Stay abreast of changes to federal or state regulations and guidance/best practices; obtain training/education as necessary.
- ☐ Oversee certification and training status for Town Staff.

EXHIBIT B**Compensation**

For the Services provided by the Consultant pursuant to Exhibits A & B, Consultant shall receive compensation in the amount of Five Thousand and Seven Hundred and Fifty Dollars (5,750.00) per month.

Payment by the Town shall be deemed made and completed upon hand delivery to the Consultant or designee of the Consultant or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Consultant.

**Town of Fairplay**

400 Front Street • P.O. Box 267
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STAFF REPORT

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: New Business Item E – Resolution No. 5, Professional Services Agreement with Hardesty Engineering & Mapping, LLC

DATE: January 6, 2025

BACKGROUND/ANALYSIS:

The Town originally contracted with Ken Hardesty in April of 2022 for Phase II of the Water Treatment Plant Project and investigation of the viability of a dormant Infiltration Gallery. During that project, the Town recognized Hardesty's breadth of knowledge and high quality of work and approved a subsequent agreement in July of that year for On-Call Engineering services. Since that time, the Town has seen the completion of the Infiltration Gallery project and addition of Well #4 with Hardesty's oversight and management. Hardesty has also developed an Asset Management and Capital Improvement Project Plan for the Town's Water and Sewer systems and works closely with Staff on many important utility matters. In 2025 Hardesty is poised to assist the Town in securing additional funding for projects and improvements and to continue planning for future growth of the Town's systems due to expected population increases. Therefore, Staff highly recommends the Board approve a subsequent On-Call agreement with Hardesty Engineering and Mapping, LLC for FY2025 for water resource and wastewater engineering, planning, consulting and project management.

STAFF RECOMMENDATION

Staff recommends the Board adopt Resolution No. 5, Series 2025, as presented by motion, second and a roll call vote to approve an On-Call Engineering Services Agreement for 2025 with Hardesty Engineering & Mapping Services, LLC.

Attachments:

- Resolution No. 5, Series 2025
- Professional Services Agreement
- Proposal for Engineering Services

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 5
(Series of 2025)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HARDESTY ENGINEERING & MAPPING, LLC FOR ON-CALL ENGINEERING SERVICES.

WHEREAS, the Town of Fairplay often requires specialized professional engineering and consulting services for to the Town's Water and Sewer systems; and

WHEREAS, Hardesty Engineering & Mapping, LLC, represents itself as having the required expertise and experience to perform the desired professional services; and

WHEREAS, the Town will pay the Consultant according to the Rate Sheet included in the proposal for services rendered in calendar year 2025, and up to \$10,000.00.

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

Section 1. The Board of Trustees hereby approves the Professional Services Agreement attached hereto as "Exhibit A" and authorizes the Mayor to execute same on behalf of, and for the benefit of, the Town of Fairplay.

Section 2. The amount of payment for services under the agreement shall not exceed \$10,000.00 unless otherwise approved by the Board of Trustees under an amendment approved by a separate resolution and agreement.

Section 3. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 6th day of January, 2025.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 6th day of January, 2025, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Hardesty Engineering & Mapping, LLC, an independent contractor ("Consultant").

WHEREAS, the Town requires specialized and professional services engineering and consulting services for its Water and Sewer systems; and

WHEREAS, Consultant has held himself out to the Town as having the requisite expertise and experience to perform the required services, and Town has direct knowledge of these abilities in the form of prior services and agreement.

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

I. SCOPE OF SERVICES

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

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

II. REPORTS, DATA AND WORK PRODUCT

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

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

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights

in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

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

III. COMPENSATION

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

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

IV. COMMENCEMENT AND COMPLETION OF WORK

Consultant shall commence work as set forth in the Scope of Services upon approval of this agreement. Except as may be changed in writing by the Town, the Scope of Services shall be complete and Consultant shall furnish the Town the specified deliverables as provided in **Exhibit A**.

V. PROFESSIONAL RESPONSIBILITY

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

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

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

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

E. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than ten percent (10%) of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the Town a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the Town reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. INSURANCE

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

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

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

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

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

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

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

VII. INDEMNIFICATION

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

VIII. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of

termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

IX. CONFLICT OF INTEREST

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

X. INDEPENDENT CONTRACTOR

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

XI. WORKERS WITHOUT AUTHORIZATION

A. Certification. Consultant certifies that it will verify the eligibility of its employees and subcontractors to work as required by 8 U.S.C.A. §1324a. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. Consultant further authorizes the Colorado Department of Labor to conduct random audits of its employment records, agrees to comply with the Colorado Department of Labor's requests for documentation, and otherwise comply with other reasonable requests demonstrating the Contractor's compliance with 8 U.S.C.A. §1324a.

B. Prohibited Acts. Consultant shall not:

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

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

C. Verification.

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

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

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

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

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

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

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

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

XII. MISCELLANEOUS

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

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

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

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

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

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

Consultant: Ken Hardesty
Hardesty Engineering & Mapping, LLC
2062 Dolomite Way
Castle Rock, CO 80108

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

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

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

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

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

Notary Public
My commission expires:

EXHIBIT A

December 1, 2024

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

Re: Proposal for On-call Engineering Services, Town of Fairplay, 2025.

Dear Mrs. Sciacca:

I am pleased to provide this proposal for on-call engineering consulting services to the Town of Fairplay relating to water resource engineering, wastewater engineering and planning. The on-call engineering services would include work performed at the request of the Town Administrator, Janell Sciacca, unless otherwise directed by the Town Administrator and would not include work specified under another project specific contract.

When requested to perform work that has a defined scope and budget, Hardesty Engineering and Mapping, LLC (HEM) will provide a task order to the Town that identifies the scope items and budget breakdown. Work tasks performed under Task Orders will be identified on the HEM monthly invoices.

When requested to perform work without a defined scope and budget, HEM will bill the Town time and materials required to complete the requested work under this contract based on the rate schedule attached. HEM will communicate with the Town Administrator what the estimated cost will be for the requested work monthly.

I have included a 2025 rate sheet for this proposal. The rate sheet includes hourly rates as well as terms for expenses and mileage.

Please contact me if you have any questions regarding this at (303) 570-9124 or hardestyeng@gmail.com

Sincerely,

HARDESTY ENGINEERING & MAPPING, LLC.

A handwritten signature in blue ink, appearing to read "Ken Hardesty", is written over a light beige rectangular background.

Ken Hardesty
Owner

HARDESTY ENGINEERING AND MAPPING, LLC

Professional Services Rate Sheet

Consulting Rate (\$170/hr): Includes consulting engineering, design, design review, engineering or feasibility studies, development of recommendations, cost estimates, developing specifications and drawings and any consulting engineering that requires a professional engineer.

Additional Fees:

- **Mileage Rate (\$0.67/mile):** Travel rate is based on the current 2023 IRS mileage reimbursement rate. Mileage will only be charged for project related travel.
- **Sub-contractor services (as billed):** If additional professional services are needed and authorized by the Client, then those services will be invoiced as they were billed to Hardesty Engineering and Mapping, LLC. Communications with the sub-contractor are billed at the Consulting Rate.
- **Other:** Other additional fees which may come up during the course of a contract or service request will require pre-authorization by the Client. These fees may include equipment purchase, rentals or travel, if necessary, such as airfare, lodging and meals.

These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 3% annually, at Hardesty Engineering and Mapping's option, for all contracts that extend beyond twelve (12) months after the date of the contract.



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator/Clerk

RE: New Business Item F – Resolution No. 6, Professional Services Agreement with Tom Flannery

DATE: January 6, 2025

Background:

In late 2023, the Town hired former Officer Tom Flannery to help write and manage grants for the Fairplay. Since that time, Tom has submitted multiple successful grants for training, equipment and services for the Police Department. He also helped secure funding for the River Park Trail Project through the Park County Land & Water Trust Fund and is working on multiple applications for additional funding in 2025 for the Police Department as well as the 501 Main Street renovation, broadband, and a Main Street revitalization project. Tom is constantly researching opportunities, collaborating with other entities and organizations, and suggesting potential projects. Unfortunately, he recently had to relocate to Georgia and therefore is not able to continue as an employee of the Town. Therefore, Staff is recommending that he shift to a consultant position under a Professional Services Agreement.

I was able to obtain a sample agreement from a neighboring community and amend it to fit Fairplay's needs. That agreement is attached for the Board's consideration, and funding was included in the budget for 2025 to allow Tom to continue working to help Fairplay as a grant manager.

Recommendation:

Following questions, Staff recommends approval of Resolution No. 6, Series of 2025, as presented by motion, second and a roll call vote to approve a Professional Services Agreement with Tom Flannery for grant writing and management services in FY2025.

Attachments:

- Resolution No. 6, Series of 2025
- Professional Services Agreement and Exhibits A & B

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 6
(Series of 2025)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND TOM FLANNERY FOR GRANT WRITING AND MANAGEMENT SERVICES.

WHEREAS, the Town of Fairplay requires professional grant writing and management services to apply for and obtain local, state, federal and other funds to help offset costs for projects and amenities and provide for Town services; and

WHEREAS, Tom Flannery represents himself as having the required expertise and experience to perform the required professional services; and

WHEREAS, the Town desires to enter into an agreement for said service and will pay the Consultant \$85.00 per hour for services rendered and documented

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

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

Section 2. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 6th day of January, 2025.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 6th day of January, 2025, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Tom Flannery, an independent contractor ("Consultant").

WHEREAS, the Town requires professional services for Grant Writing, Management and Reporting; and

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

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

I. SCOPE OF SERVICES

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

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

II. REPORTS, DATA AND WORK PRODUCT

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

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

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other

proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

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

III. COMPENSATION

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

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

IV. COMMENCEMENT AND COMPLETION OF WORK

Consultant shall commence work as set forth in the Scope of Services upon approval of this agreement. Except as may be changed in writing by the Town, the Scope of Services shall be complete and Consultant shall furnish the Town the specified deliverables as provided in **Exhibit A (Scope of Services)**.

V. PROFESSIONAL RESPONSIBILITY

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

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

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

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

E. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than ten percent (10%) of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the Town a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the Town reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. INSURANCE

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

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

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

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

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

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

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

VII. INDEMNIFICATION

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

VIII. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of

termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

IX. CONFLICT OF INTEREST

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

X. INDEPENDENT CONTRACTOR

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

XI. WORKERS WITHOUT AUTHORIZATION

A. Certification. Consultant certifies that it will verify the eligibility of its employees and subcontractors to work as required by 8 U.S.C.A. §1324a. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. Consultant further authorizes the Colorado Department of Labor to conduct random audits of its employment records, agrees to comply with the Colorado Department of Labor's requests for documentation, and otherwise comply with other reasonable requests demonstrating the Contractor's compliance with 8 U.S.C.A. §1324a.

B. Prohibited Acts. Consultant shall not:

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

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

C. Verification.

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

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

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

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

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

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

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

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

XII. MISCELLANEOUS

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

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

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

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

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

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

Consultant: Thomas Flannery
6018 Natures Way
Naylor GA, 31641

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

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

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

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

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

K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the Town not to be performed during the current fiscal year is

specifically made subject to appropriation of funds for such performance. Should the Town's governing body not appropriate funds for the performance of this contract in any future fiscal year this Agreement shall automatically terminate without further action by the parties.

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

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

CONSULTANT

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by _____, as an Independent Consultant for the Town of Fairplay.

Notary Public
My commission expires:

EXHIBIT A

SCOPE OF SERVICES

1. Consultant shall prepare grant applications and supporting documentation to ensure compliance with funding requirements.
2. Consultant shall consult and coordinate with the Town Administrator and Chief of Police to identify Town projects that are compatible with and qualify for available funding sources.
3. Consultant shall identify and inform the Town Administrator of upcoming governmental grant opportunities.
4. Consultant shall prepare grant applications and supporting documentation to ensure compliance with funding requirements by:
 - a. Reviewing grant application guidelines with Town staff, contractors and other pertinent personnel or authorities;
 - b. Providing consultation and planning, and strategizing with Staff throughout the process;
 - c. Developing timelines and strategies to ensure timely submissions;
 - d. Structuring workflow and executing work plans for grant applications;
 - e. Collaborating with appropriate stakeholders to obtain signatures, data, forms, etc.
 - f. Locating, identifying, researching, collecting and analyzing data as outlined in grant application guidelines;
 - g. Providing research and research assistance as necessary;
 - h. Developing language for grant application narratives and data, including, if
 - i. necessary, charts, tables, diagrams and other illustrative data;
 - j. Preparing supplemental documents required for completion and reporting on grant applications;
 - k. Preparing, producing and submitting complete grant applications withing required grant deadlines.
5. Consultant shall track the status of grant applications and provide additional information as required and shall work with Town Staff to manage grants to ensure milestones are met to reach completion by grant expiration. Consultant files grant progress reports and works with financial Town Staff to ensure financial reporting is in compliance with grant documentation requirements and close out is completed by deadline(s).
6. Consultant shall work with Town Administrator or other designated personnel to expedite internal processing of grant proposals and shall maintain a positive, proactive relationship with community organizations, Town officials, non-profit agencies and other entities and institutions to assist in obtaining required support or identifying potential co-applicants.
7. Consultant shall create and distribute standard and special reports, studies, summaries, and analyses as required by the grant application and the users.
8. Consultant shall provide a monthly report to the Board of Trustees of all grant activities; and shall submit a computer generated billing statement each month to the Town Administrator setting forth the following: Date(s) of service, Description of Activities; applicable rate; amount of time expended; and total cost of services for the period.

EXHIBIT B**SCHEDULE OF COMPENSATION**

HOURLY FEES: \$85.00 per hour

OTHER DIRECT CHARGES:

Mileage: Current IRS Rate

REIMBURSABLE EXPENSES:

(subject to actual cost and may include, but are not limited to)

- Additional outside professional services provided beyond those stipulated in the scope of work;
- Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work;
- Postage, courier fees, and shipping;
- Lodging and Airfare when approved by the Town Administrator;
- Other project-related expenses requested and approved by the Town Administrator

OTHER COMPENSATION:

Town shall provide laptop, cellular phone and Town email address for Consultant's use for Fairplay grant services



MONTHLY REPORT

TO: Mayor and Board of Trustees
 FROM: Janell Sciacca, Town Administrator / Clerk
 RE: Monthly Report
 DATE: November & December 2024 Monthly Report

PERSONNEL

- Shane Prickett was hired as a Police Officer to replace Steve Berlanga. He started work for the Town in mid-November taking the PD back to full staffing.
- The Town held Open Enrollment in early November for employees to elect new benefits, both those paid by the Town (Health, Dental, Vision, LTD/STD, and Life) and those paid out of pocket by the employee (ID Theft, Accident and Critical Illness, FSA and Voluntary Life).
- Mark Kleinschmidt submitted his resignation effective at the end of November. The opening was posted but the position remains unfilled as of December 31. We will post on Indeed to try gather some additional interest.
- Several people have recently expressed interest in becoming a Transit driver, so Staff is hopeful to hire in January and begin the service soon thereafter.
- Chief Worley had additional surgery in December and is recovering nicely. He has been performing work from home and expects to return in February.
- Tom Flannery's position ended December 31. Recall that Flannery moved out of state, so his position was converted to a contractor with a Professional Services Agreement.

ADMINISTRATION / CLERK'S OFFICE/TREASURER

- ✓ The Short-Term Rental renewal process kicked off in December. While we have been notified that several previously licensed properties will not be submitting for renewal, we are seeing additional interest for 2025 from new properties.
- ✓ There have been no New Liquor License applications received and annual renewals for multiple establishments are in process.
- ✓ There have been no new Special Event liquor permits issued.
- ✓ The Budget was finally adopted on December 16 thanks to the amazing job done by Plante Moran. We are now preparing for a kickoff meeting with our new Auditing firm and Plante Moran will take the lead on preparation and provision of preliminary information.
- ✓ Scot Hunn and I held a meeting with the new Town Attorney Joseph Rivera to provide preliminary information on projects and priorities for him and his firm.
- ✓ Staff completed an Audit required by the State Colorado for the Town's Conservation Trust Fund.
- ✓ Town Staff met with Staff and a Board Member of the South Park Recreation Center to discuss plans for the facility, partnership opportunities and exchange information and ideas.
- ✓ The Mayor and Town Staff hosted the new Charter School students at Town Hall in early November.
- ✓ The Mayor and I met with Mayor Kassel and Administrator Goettelman of Alma to discuss various subjects of mutual concern and benefit.
- ✓ The process to switch the Town's accounts to US Bank is underway and should be complete by late January or early February. The Town will retain an account with TBK for cash deposits.
- ✓ The Generator at Town Hall was serviced to add a component to help it start during cold temperatures. JOC is still working on closing out the permit and has to conduct tests to document that the generator installed is sufficient for the building's power demands and will adequately support needs during outages.
- ✓ The Mayor, Trustee Douglas and I met with CDOT representatives in late December to discuss the Town's needs and desires as it relates to the future of US285. Town Staff will attend the Open House that is scheduled to be held at the County Building on January 16.

- ✓ The Board recognized Prather's Market owner James and Crystal Dean and Millonzi's owner Tim Millonzi at its December 2 meeting for 20 years of business in the Town and the contributions they each have made to the community and non-profits.
- ✓ Mardi Gras preparations are underway and fund raising kicked off in December for the 2025 Fairplay Mountain Mardi Gras Royalty designee – Boys & Girls Club of the High Rockies. Tickets are available online and the Mayor challenged them to raise \$20,000!

DEVELOPMENT / LAND USE / BUILDING

- ★ A Work Session to discuss updates to the 3 Mile Annexation Plan was held for November 4. Hunn obtained direction and input from the Board for moving forward to adopt a revised plan and submitted that for consideration on December 16. Following discussions, a Work Session was scheduled for January 27 where the Town Attorney will be present to provide additional information and guidance.
- ★ No new development permits have been accepted in November or December.
- ★ Staff has scheduled its first Development Review Meeting in 2025 and will be including the new Town Attorney in order to bring him up to speed on active cases.
- ★ Habitat for Humanity provided a new Letter of Credit for the SHFH project outstanding improvements. Deron Dirksen will be working on Impact Fees after the first of the year so the Town can hopefully approve them prior to the start of the 2025 building season.

GRANT ACTIVITIES

- Tom Flannery will leave employment with the Town effective December 31 and the Board will consider a PSA with him for grant services as a consultant for 2025.
- Grant applications will pick up after the 1st of the year with new Notices of Funding coming out.
- Staff are still working to obtain funding for 501 Main with DOLA or USDA.

CAPITAL PROJECTS

- Construction on the **River Park** project will begin after the 1st of the year. A meeting was held December 17 for the contractor to obtain additional input from the Town and for the CDOT LAC to provide guidance.





To: Mayor Just & Board of Trustees

From: Timothy Medlin Streets and Utilities Superintended

Re: November Report

Date: December 16, 2024

Streets

- We had two snow events where we plowed
- Cut ice pack at the clinic and on front Street
- Cleared sidewalks on Main St of ice buildup
- Put up Christmas lights and banners on street lights
- Fixed an outlet on a street lamp post
- Ordered Parts to fix the five lights that isn't working
- Installed the bus stop sign for the summit stage

Utilities

- Completed tank inspections on both water holding tanks
- All copper and lead samples were completed
- The fence at the water plant was fixed
- A thermostat at the water plant was replaced
- We started an inventory of water meters that needs fixed or replaced
- Submitted the service line inventory to the state and customers
- Give a report to the customers of unidentified service line Materials

Parks

- We continue to monitor the parks and pickup trash daily

Equipment

- We perform regular Maintenance on the equipment
- Rebuilt the blade mounts on a plow

Facilities

- Built shelves in the new shed
- Organized and cleaned in the shop
- Moved least used things and event stuff into the shed

Staff

- Chris Banister does a great job of taking care of the water plant and is teaching Tim Murphy and I
- Tim Murphy is learning more about the town maintenance equipment and doing a great job
- I attended a training on Activated Sludge in Brush Co



To: Mayor Just & Board of Trustees

From: Timothy Medlin Streets and Utilities Superintendent

Re: December Report

Date: January 6, 2025

Streets

- Cut ice pack at the clinic and on front Street
- Cleared sidewalks on Main St of ice buildup
- Fixed 3 street lights, and are waiting on parts for the last 2

Utilities

- Located and extended, fixed curb stops in the Heights area
- Still trying to find the water leak
- CRWA is coming next week to help locate the leak
- Victor excavated the water line where we believed it to be

Parks

- We continue to monitor the parks and pickup trash daily

Equipment

- We perform regular Maintenance on the equipment
- Completed oil changes and services on the pickups

Facilities

- Cleaned up old stumps and trash from around the shop
- Organized and cleaned in the shop
- Moved least used things and event stuff into the shed

Staff

- Chris Banister does a great job of taking care of the water plant and is teaching Tim Murphy and I. Chris is scheduled to attend the Water and Wastewater Fundamentals training in January and is studying for his next 2 credits in water treatment.
- Tim Murphy is learning more about the town maintenance equipment and doing a great job. He is signed up with an operator ID and is scheduled to attend Water and Wastewater Fundamentals training in January.
- I continue to learn about my job and enjoy it everyday



AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, January 6, 2025, at 6:00 p.m.
Fairplay Town Hall Meeting Room 901 Main Street, Fairplay Colorado
(Click the Meeting ID: [237 740 006 711](#) to join by TEAMS/Passcode Fg7az39Q)

- I. 6:00 PM – CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. **CONSENT AGENDA** *(This item is intended to streamline the Board Meeting grouping routine, non-controversial business. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. **APPROVAL OF PRIOR MEETING MINUTES FOR:**
 - 1. September 9, 2024
 - 2. September 16, 2024
 - 3. October 7, 2024
 - 4. 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.**"? *Annual designation of public locations for posting of all Town Board meeting notices.*
- VI. **CITIZEN COMMENTS** *(This item allows for the public to sign up to address the Board on matters that are not already on the agenda)*
- VII. **PROCLAMATIONS, PRESENTATIONS AND UPDATES**
 - A. Presentation from South Park Food Bank regarding 2024 activities.
- 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”? *The Board will consider a request from the owner of the Highside Brewery for relief from development-related improvement requirements of the Unified Development Code (UDC).*
- IX. **NEW BUSINESS**
 - A. **ADMINISTRATION OF OATH OF OFFICE** to newly appointed Town Attorney Joseph 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.**" *The Board will consider a resolution approving an annual agreement with the South Park Food Bank for temporary use of a portion of the 501 Main Building owned by the Town.*
 - 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.**"? *The Board will consider a resolution approving an agreement with a Certified Water Professional for operation of the Fairplay Water Treatment and Distribution System.*
 - 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.**"? *The Board will consider a resolution approving an agreement with a Certified Wastewater Professional for operation of the Fairplay Wastewater Collection and Treatment System.*
 - 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-CALL ENGINEERING SERVICES.**" *The Board will consider a resolution approving an agreement for engineering services for water and sewer programs and projects.*
 - 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.*
- X. **BOARD OF TRUSTEE AND STAFF REPORTS**
- XI. **ADJOURNMENT**

Upcoming Meetings/Important Dates

Martin Luther King, Jr. Holiday – Town Offices Closed	Monday, January 20, 2025
Board of Trustees Regular Meeting - Cancelled	Monday, January 20, 2025
Board of Trustees Work Session	Monday, January 27, 2025
Park County Intergovernmental Meeting	Wednesday, January 29, 2025
Board of Trustees Regular Meeting	Monday, February 3, 2025
Fairplay Mountain Mardi Gras Celebration	Saturday, February 15, 2025