

1. Meeting Materials

Documents:

[BOARD_OF_TRUSTEES_MEETING_MINUTES-07.19.2021.PDF.PDF](#)
[07-19-2021.PDF.PDF](#)

[BOARD_OF_TRUSTEES_MEETING_AGENDA-PACKETS-07.19.2021.PDF.PDF](#)
[BOARD_OF_TRUSTEES_MEETING_AGENDA-07.19.2021.PDF.PDF](#)

**MINUTES OF A REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
JULY 19, 2021**

CALL TO ORDER

A regular meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:07 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just. Mayor Just proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Eve Stapp, Scott Dodge, Nate Fidler and Josh Voorhis. Also in attendance were Town Treasurer Kim Wittbrodt and Town Administrator/Clerk Tina Darrah.

AGENDA ADOPTION

Motion #1 by Trustee Dodge, seconded by Trustee Stapp, that the agenda be adopted with removal of Item X. Worksession Regarding 501 Main Street Building. Motion carried unanimously.

CONSENT AGENDA (*The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.*)

- A. APPROVAL OF MINUTES** –June 18 and June 21, 2021
- B. APPROVAL OF EPENDITURES**—Approval of bills of various Town funds in the amount of **\$503,065.51.**
- C.** Should the Board Approve Adoption of Resolution No. 17, series of 2021, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO GRANTING APPROVAL OF THE APPLICATION FOR A SPECIAL USE PERMIT FOR 400 US HIGHWAY 285."**?

Motion #2 by Trustee Voorhis, seconded by Trustee Fidler, that the consent agenda be adopted as presented. A roll call vote was taken: Stapp – yes, Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously.

CITIZEN COMMENTS

No citizen comment was offered.

UNFINISHED BUSINESS

Formal Direction Regarding Purchase of Police Vehicle

Staff comment was offered by Police Chief Schlunsen stating that the state bid for vehicles will go into effect on July 29th, meaning the PD can get a new Chevy Tahoe for \$39,318 versus the list price of \$51,300. He went on to explain that up fitting the vehicle would cost about \$18,000 bringing the total to just under \$58,000 for a new police vehicle fully outfitted. He noted that this vehicle would replace the 2010 Tahoe which has 98K miles on it and is beginning to cost significant amounts of money to repair constantly.

The Board offered consensus to move forward with the purchase of the police vehicle as requested by the Police Chief with the funds to be taken from the Internal Service Fund.

Other Discussion Items

None offered.

NEW BUSINESS

Should the Board Approve Adoption of Resolution No. 18, series of 2021, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, APPROVING AN ENCROACHMENT AGREEMENT 240 FOURTH STREET BETWEEN JOAN ZIMMERMAN AND THE TOWN OF FAIRPLAY, COLORADO."?

Staff comment was offered by Town Administrator Darrah asking that this item be tabled until Mr. Green was present to allow for a more accurate discussion as he was the staff lead on this item. The Board agreed and the item was tabled.

Should the Board Approve Adoption of Resolution No. 19, series of 2021, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAHN WATER RESOURCES, LLC AND THE TOWN OF FAIRPLAY, COLORADO."?

Mr. Hahn and Mr. Hardesty were in attendance and went through their proposal with the Board explaining that they will explore the cost, process, challenges, and benefits of activating the Town's infiltration gallery. They further explained that their proposal includes a review of existing infrastructure, determination of costs associated with activating the gallery, treatment methods and costs for treating water gained from the gallery, review of permitting requirements, and exploration into funding mechanisms for the project.

Motion #3 by Trustee Dodge, seconded by Trustee Stapp, that the Board Approve Adoption of Resolution No. 19, series of 2021, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAHN WATER RESOURCES, LLC AND THE TOWN OF FAIRPLAY, COLORADO.**" A roll call vote was taken: Stapp – yes, Dodge – yes, Just – yes, Voorhis – yes, Fidler - yes. Motion carried unanimously.

Discussion Regarding Town Administrator Position

Mayor Just announced that Mr. Cain had decided to withdraw his application for the position leaving the Board without a viable candidate from the last round of applications. He did note however, that the Town had received two applications after the deadline and that the Board would be reviewing them for interview consideration.

Other New Business

None offered.

BOARD OF TRUSTEE AND STAFF REPORTS

Trustee Didge reported that he had attended a CDOT meeting earlier in the day during which discussions took place about "chain-up stations" on both Hoosier and Kenosha Passes, the Highway 9/285 Intersection project, alternative sites for the Bustang during construction projects, and revitalization money availability for downtowns – stating that Main Street/Front Street beautification projects may be eligible for this type of funding.

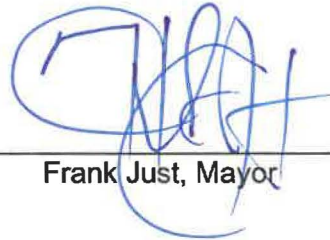
Trustee Voorhis stated that he felt the Board needs to look at increasing the Commercial Fly-Fishing permit fees at Fairplay Beach for 2022 due to the considerable number of users and potential impacts to the reservoir. He also asked that Staff contact the County about doing basic landscaping and weed clean-up at the County Building on Castello.

Trustee Fidler informed the Board that he has placed his house on the market and that the second meeting in August (August 16, 2021) would most likely be his last meeting as he is planning to move out of the area.

Mayor Just stated that he had received a request from Jeff Eastham asking the Board to contribute \$500 to the American Legion Scholarship Fund. Trustee Voorhis announced that he would not participate in this conversation as his daughter would be applying for the scholarship, thus creating a conflict of interest for him. The rest of the Board briefly discussed the request and offered consensus to use funds from their donation line item in the General Fund to fund the request.

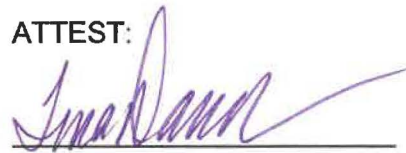
ADJOURNMENT

Mayor Just, noting that there being no further regular business before the Board, declared that the regular meeting be adjourned at 6:53 p.m.



Frank Just, Mayor

ATTEST:



Tina Darrah, Town Clerk

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, July 19, 2021 at 6:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay Colorado**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. APPROVAL OF MINUTES** –June 18, 2021 and June 21, 2021
 - B. APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$503,065.51.
 - C.** Should the Board Approve Adoption of Resolution No. 17, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO GRANTING APPROVAL OF THE APPLICATION FOR A SPECIAL USE PERMIT FOR 400 US HIGHWAY 285.”?**
- VI. CITIZEN COMMENTS**
- VII. UNFINISHED BUSINESS**
 - A.** Formal Direction Regarding Purchase of Police Vehicle
 - B.** Other Discussion Items.
- VIII. NEW BUSINESS**
 - A.** Should the Board Approve Adoption of Resolution No. 18, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN ENCROACHMENT AGREEMENT 240 FOURTH STREET BETWEEN JOAN ZIMMERMAN AND THE TOWN OF FAIRPLAY, COLORADO .”?**
 - B.** Should the Board Approve Adoption of Resolution No. 19, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAHN WATER RESOURCES, LLC AND THE TOWN OF FAIRPLAY, COLORADO .”?**
 - C.** Discussion Regarding Town Administrator Position
 - D.** Other New Business.
- IX. BOARD OF TRUSTEE AND STAFF REPORTS**
- X. WORKSESSION REGARDING 501 MAIN STREET BUILDING**
- XI. ADJOURNMENT**

Upcoming Meetings/Important Dates

Burro Days Event	July 23-25, 2021
Regular Board Meeting	August 2, 2021
Regular Board Meeting	August 16, 2021

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, July 15, 2021.

**MINUTES OF A SPECIAL MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
June 18, 2021**

CALL TO ORDER

A special meeting of the Board of Trustees for the Town of Fairplay was called to order at 10:01 a.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just. Mayor Just proceeded with the roll call which was answered by Trustees Scott Dodge and Josh Voorhis. Also in attendance was Town Attorney Paul Wisor and Department of Local Affairs Regional Manager, Greg Winkler. Trustees Nate Fidler and Eve Stapp were absent.

AGENDA ADOPTION

Motion #1 by Trustee Dodge, seconded by Trustee Voorhis, that the agenda be adopted as presented. Motion carried unanimously. (Trustees Fidler and Stapp absent.)

EXECUTIVE SESSION

Motion #2 by Trustee Dodge, seconded by Trustee Voorhis, that the Board go into executive session at 10:03 a.m. pursuant to C.R.S. 24-6-402 (4) (f) to conduct interviews for the Town Administrator position. Motion carried unanimously. (Trustees Fidler and Stapp absent.)

Mayor Just announced that the meeting was back to open session at 12:00 p.m. The participants in the executive session were: Mayor Just, Trustees Voorhis and Dodge, Town Attorney Wisor, Mr. Winkler and applicant Erin McGrain and applicant Jonathan Cain. Mayor Just announced that no action was taken in the executive session.

Mayor Just announced that the Board would take a break for lunch at 12:00 p.m. and that the meeting would be reconvened in approximately one hour. Mayor Just called the meeting back to order at 1:00 p.m. and asked for a motion to go into executive session to conduct the remaining interview for the Town Administrator position.

Motion #3 by Trustee Dodge, seconded by Trustee Voorhis, that the Board go into executive session at 1:02 p.m. pursuant to C.R.S. 24-6-402 (4) (f) to conduct interviews for the Town Administrator position. Motion carried unanimously. (Trustees Fidler and Stapp absent.)

Mayor Just announced that the meeting was back to open session at 2:43 p.m. The participants in the executive session were: Mayor Just, Trustees Voorhis and Dodge, Town Attorney Wisor, Mr. Winkler and applicant David Bebak and for a short time Tina Darrah, Mason Green, and Kim Wittbrodt. Mayor Just announced that no action was taken in the executive session.

OTHER BUSINESS/DIRECTION TO STAFF

Mayor Just announced that the Board had interviewed three applicants for the position of Town Administrator, Erin McGrain, Jonathon Cain and David Bebak. The Board instructed Ms. Darrah to offer the position of Town Administrator to Mr. Cain and authorized Ms. Darrah to work with Mr. Cain in drafting an employment contract for the Board to review.

ADJOURNMENT

Mayor Just, noting that there being no further regular business before the Board, declared that the meeting be adjourned at 2:49 p.m.

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

**MINUTES OF A REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
JUNE 21, 2021**

CALL TO ORDER

A regular meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:01 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just. Mayor Just proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Nate Fidler and Josh Voorhis. Also in attendance were Public Works Director/Asst. Town Administrator Mason Green, Town Treasurer Kim Wittbrodt, Town Planner Scot Hunn and Town Administrator/ Clerk Tina Darrah. Trustee Eve Stapp was absent.

AGENDA ADOPTION

Motion #1 by Trustee Fidler, seconded by Trustee Voorhis, that the agenda be adopted as presented. Motion carried unanimously. (Trustee Stapp absent.)

CONSENT AGENDA (*The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.*)

A. APPROVAL OF MINUTES –June 7, 2021

B. APPROVAL OF EXPENDITURES—Approval of bills of various Town funds in the amount of **\$39,324.22.**

C. Approval of Findings of Fact, Conclusions and Order in RE: Application of South Park Cigars for a Tavern Retail Liquor License

Motion #2 by Trustee Voorhis, seconded by Trustee Fidler, that the consent agenda be adopted as presented. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler - yes. Motion carried unanimously. (Trustee Stapp absent.)

CITIZEN COMMENTS

No citizen comment was offered.

PUBLIC HEARINGS

Should the Board Approve a Special Use Permit for 400 US Hwy 285 to allow the Display and Sale of Shed Depot USA's Model Sheds?

Mayor Just opened the Public Hearing at 6:03 pm and offered a brief opening statement stating jurisdiction and outlining procedures for the public hearing. He then asked for staff comment, which was offered by Town Planner Hunn, explaining that the application before them was from Sam Mick to allow the display and sale of Shed Depot's model sheds on his property located at 400 US Hwy 285 (the vacant lot adjacent to the Family Dollar). Mr. Hunn went thru his staff report and concluded by offering a staff recommendation of approval with the following conditions:

- 1) The special use permit shall NOT run with the land; approval is personal to the applicant.
- 2) Sheds shall be located to adhere to front, side, and rear yard setbacks.
- 3) Hours of pick-up and delivery are limited to Monday-Friday 9am-5pm.
- 4) No exterior lighting is approved as part of this permit.

- 5) All signage shall comply with the Town's sign regulations.

Mayor Just asked for applicant comment which was offered by Tomi Shake, acting on behalf of the applicant, encouraging the Board to approve the application, and offering to answer any questions that the Board might have.

Mayor Just asked for public comment in favor of the application. No comments offered.

Mayor Just asked for public comment in opposition to the application. No comments offered.

Mayor Just closed the public hearing at 6:15 p.m. and asked for Board deliberation and a motion.

Discussion ensued regarding the following items: lock of the sheds, upkeep of the sheds, cleaning, and maintenance of the sheds, point of sale, yard/lot maintenance, building permit, access/egress to lot, unauthorized use of sheds, and security plan.

Per the discussion the following conditions were added to the five conditions proposed by staff:

- 6) Access will not be permitted from US Hwy. 285.
- 7) The special use permit will be reviewed as necessary by Town Staff for compliance with the Town Code and the conditions of the special use permit.

Motion #3 by Trustee Voorhis, seconded by Trustee Fidler, that the Board approve the application to allow the display and sale of Shed Depot's model sheds on the property addressed as 400 US Hwy. 285 with the seven conditions as stated above and further directing staff to bring this back as a formal resolution at the next meeting. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp absent.)

UNFINISHED BUSINESS

Other Discussion Items

None offered.

NEW BUSINESS

Should the Board Approve Adoption of Resolution No. 16, series of 2021, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONTRACT FOR THE COHEN PARK PROJECT BETWEEN JUST BE YOU, INC., DBA STAR PLAYGROUNDS, AND THE TOWN OF FAIRPLAY, COLORADO."?

Staff comment was offered by Public Works Director Green informing the Board that this contract is between the Town and Star Playgrounds for the Cohen Park Project. He informed the Board that the open house at Cohen Park had gone well and the contract before them included as many desired elements as possible as voiced by those present at the open house. He explained that while this contract includes the basketball court in the originally proposed location, this is subject to change if the court is relocated to a more desirable location. He explained that he is working with Star Playgrounds to get an actual number to move the court and that he would submit it to the Board as soon as he received it. He further explained that if it comes in at a higher price than what is proposed currently, a change order could be submitted for those costs if that was the direction the Board agreed upon.

Motion #4 by Trustee Voorhis, seconded by Trustee Dodge, that the Board approve adoption of Resolution No. 16, series of 2021, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONTRACT FOR THE**

COHEN PARK PROJECT BETWEEN JUST BE YOU, INC., DBA STAR PLAYGROUNDS, AND THE TOWN OF FAIRPLAY, COLORADO", with the condition that the Board review and approve the location of the basketball court. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler - yes. Motion carried unanimously. (Trustee Stapp absent.)

Discussion/Direction Regarding Parklets on Front Street

Staff comment was offered by Town Administrator/Clerk Darrah explaining that this item is before the Board as it has recently been brought to staff's attention that a couple businesses on Front Street have put up parklets in the Town's right of way in front of their businesses without authorization. She noted that the only businesses on Front Street that currently have revocable license agreements allowing "parklets" are McCall's Park Bar, Platte River Saloon and Millonzi's, reminding the Board that last summer during COVID the Board allowed these types of uses on Town right-of-way due to the pandemic causing extenuating circumstances for business owners. She further reminded the Board that they had extended the authorization for these parklets in front of the three restaurants only until October of 2021, which coincides with the Governor's order extending outdoor liquor licenses. Ms. Darrah informed the Board that staff had received a request from Mountain Essentials to be allowed a parklet which has been included in the packet. Ms. Darrah noted that also in the packet were letters from business owners asking that no parklets be allowed on Front Street.

Ms. Darrah recalled that the Town Board did not intend for these to be permanent uses until language could be added to the UDC which would permit/license the use with necessary conditions as determined by the Town Board. She explained that since this code change had not yet happened, staff is looking for direction on how to proceed with accepting applications for parklets on Front Street.

Discussion ensued among the Board wherein it was decided to continue to allow the three previously approved revocable licenses to continue, but not to allow any others on Front Street at this time. They further discussed the need for a 'parklet program' to be written creating a more formal application process with uniform requirements before any further applications are considered.

Other New Business

None offered.

BOARD OF TRUSTEE AND STAFF REPORTS

Public Works Director/Asst. Town Administrator Green reported briefly on Public Works projects such as the flowers, pothole repair and the street paving.

Trustee Voorhis noted that he is working with Mr. Green on a plan to fix the outhouse at Cohen Park.

Mayor Just announced that Jonathon Cain had accepted the position of Town Administrator noting that his first day would be Monday, July 19, 2021.

ADJOURNMENT

Mayor Just, noting that there being no further regular business before the Board, declared that the regular meeting be adjourned at 7:15 p.m.

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Paid Bills/Financial Statements

DATE: July 13, 2021

Agenda Item: Bills

Attached is the list of invoices paid from June 14, 2021 through July 13, 2021.

Total Expenditures: \$503,065.51

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

Attached are the financial statements for all funds through June 30, 2021.

Please contact me with any questions.

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
07/01/2021	17240	Burnett Land Surveying	cohen park topo	1	06/30/2021	100.00	105883
Total 269:						100.00	
07/01/2021	17241	Caselle, Inc	Software Support	1	06/01/2021	439.50	105060
07/01/2021	17241		Software Support	2	06/01/2021	439.50	517206
Total 334:						879.00	
06/24/2021	17224	Cash	Petty Cash	1	06/24/2021	400.00	101002
07/13/2021	17282		reimburse petty cash	1	06/30/2021	13.65	105035
07/13/2021	17282		reimburse petty cash	2	06/30/2021	18.31	105070
07/13/2021	17282		Petty Cash	3	06/30/2021	4.80	105130
07/13/2021	17282		Petty Cash	4	06/30/2021	4.36	105625
07/01/2021	17242		cash for parade prizes	1	07/01/2021	150.00	105171
Total 340:						591.12	
07/12/2021	17278	The Flume	display ads	1	06/30/2021	201.00	105170
07/12/2021	17278		display ads	2	06/30/2021	201.00	105171
07/12/2021	17278		display ads	3	06/30/2021	50.00	105130
07/12/2021	17278		ccr report	4	06/30/2021	445.63	517222
07/12/2021	17278		legal /ads	5	06/30/2021	32.51	106125
07/12/2021	17278		help wanted ad	6	06/30/2021	527.00	105070
Total 868:						1,457.14	
07/09/2021	17268	Mountain View Waste	roll offs for town clean up	1	07/01/2021	6,080.00	105135
07/09/2021	17268		2 yd 2 monthly	1	07/01/2021	75.00	517675
Total 1414:						6,155.00	
06/17/2021	17205	Postal Pros Southwest, Inc	water billing	1	06/08/2021	282.61	517218
07/12/2021	17277		water billing	1	07/06/2021	290.53	517218
Total 1699:						573.14	
06/25/2021	17228	Riverside Trophies	trophies	1	06/24/2021	27.95	105171
06/25/2021	17228		trophies	2	06/24/2021	111.80	105162
Total 1804:						139.75	
06/17/2021	17207	Town of Fairplay	850 hathaway	1	05/31/2021	101.70	105186
06/17/2021	17207		501 main	1	05/31/2021	303.20	105195
07/12/2021	17279		850 hathaway	1	06/30/2021	101.70	105186
07/12/2021	17279		501 main	1	06/30/2021	303.20	105195
Total 2134:						809.80	
06/25/2021	17230	USABlueBook	supplies	1	06/15/2021	576.45	517670
Total 2176:						576.45	
07/06/2021	17258	Utility Notification Center	RTL Transmissions	1	06/30/2021	52.80	517455

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
07/06/2021	17258		RTL Transmissions	1	06/30/2021	76.56	517650
Total 2194:						129.36	
07/01/2021	17246	Verizon Wireless	cell Phone - public works	1	07/01/2021	42.09	105645
07/01/2021	17246		jet pack	2	07/01/2021	40.01	105130
07/01/2021	17246		Phones and air cards	3	07/01/2021	291.39	105455
Total 2212:						373.49	
06/24/2021	17223	Xcel Energy	945 quarry	1	06/14/2021	13.94	517490
07/01/2021	17249		901 main	1	06/18/2021	207.97	105023
07/01/2021	17249		chlorinator	1	06/18/2021	58.21	517470
07/01/2021	17249		fairplay sign #1	1	06/18/2021	11.66	105640
07/01/2021	17249		747 bogue	1	06/18/2021	14.06	105841
07/01/2021	17249		1800 beaver creek road	1	06/18/2021	1,050.75	517495
07/01/2021	17249		117 silverheels road	1	06/18/2021	10.70	105841
07/01/2021	17249		501 main	1	06/18/2021	323.82	105195
07/01/2021	17249		monument sign	1	06/18/2021	25.38	105640
07/01/2021	17249		850 hathaway	1	06/18/2021	196.81	105186
07/01/2021	17249		san plant	1	06/22/2021	3,658.31	517680
07/01/2021	17249		1190 castello	1	06/23/2021	127.84	105650
07/01/2021	17249		200 2nd street	2	06/23/2021	98.21	517470
07/01/2021	17249		157 6th	3	06/23/2021	62.41	105640
07/01/2021	17249		156 5th	4	06/23/2021	10.70	105640
07/01/2021	17249		589 platte drive	5	06/23/2021	10.70	105841
07/01/2021	17249		419 front	6	06/23/2021	11.29	105640
07/09/2021	17272		street lights	1	07/01/2021	926.48	105640
Total 2296:						6,819.24	
07/09/2021	17270	South Park Ace & Lumber	Supplies	1	06/25/2021	149.81	105630
07/09/2021	17270		Supplies	2	06/25/2021	89.63	517214
07/09/2021	17270		Supplies	3	06/25/2021	52.97	517480
07/09/2021	17270		Supplies	4	06/25/2021	13.99	105025
07/09/2021	17270		Supplies	5	06/25/2021	51.49	105170
07/09/2021	17270		Supplies	6	06/25/2021	96.95	517670
07/09/2021	17270		Supplies	7	06/25/2021	80.99	105625
07/09/2021	17270		Supplies	8	06/25/2021	38.99	517242
Total 2405:						574.82	
07/06/2021	17253	KONICA MINOLTA BUSIN	C364E Copier	1	06/28/2021	518.43	105032
Total 2448:						518.43	
06/24/2021	17212	Darrah, Tina	Cell Phone	1	06/24/2021	50.00	105065
07/12/2021	17276		piip - 889 steinfelt	1	07/12/2021	4,606.00	105185
Total 2462:						4,656.00	
07/12/2021	17274	CIRSA	deductible for tahoe	1	07/12/2021	209.20	105420
Total 2490:						209.20	
07/09/2021	17269	Salt Licking Goat Clothing	stickers	1	05/11/2020	200.00	105130
07/09/2021	17269		stickers	2	05/11/2020	420.00	105162

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2500:						620.00	
06/17/2021	17203	CARD SERVICES	Postage	1	06/01/2021	109.82	105130
06/17/2021	17203		Postage	2	06/01/2021	97.35	105035
06/17/2021	17203		Food for meeting	3	06/01/2021	104.20	105070
06/17/2021	17203		Postage	4	06/01/2021	55.00	517218
06/17/2021	17203		Supplies	5	06/01/2021	254.45	105030
06/17/2021	17203		parts	6	06/01/2021	158.94	105630
06/17/2021	17203		Supplies	7	06/01/2021	29.48	105135
06/17/2021	17203		Supplies-grant	8	06/01/2021	1,398.20	105453
06/17/2021	17203		web hosting	9	06/01/2021	74.95	105130
06/17/2021	17203		Food for meeting	10	06/01/2021	180.00	105070
06/17/2021	17203		Supplies	11	06/01/2021	157.89	517214
06/17/2021	17203		Supplies	12	06/01/2021	116.00	105030
06/17/2021	17203		ad	13	06/01/2021	50.00	105070
06/17/2021	17203		Supplies	14	06/01/2021	93.06	105170
06/17/2021	17203		Food for meeting	15	06/01/2021	46.17	105630
06/17/2021	17203		water training	16	06/01/2021	90.00	517425
06/17/2021	17203		car wash	17	06/01/2021	5.50	105420
06/17/2021	17203		Supplies	18	06/01/2021	93.28	105475
06/17/2021	17203		office supplies	19	06/01/2021	99.99	105060
06/17/2021	17203		Supplies	20	06/01/2021	23.95	105070
06/17/2021	17203		Food for meeting	21	06/01/2021	19.27	105070
06/17/2021	17203		logmein	22	06/01/2021	129.00	105085
06/17/2021	17203		Supplies	23	06/01/2021	1,219.12	105625
06/17/2021	17203		Supplies	24	06/01/2021	389.80	105625
06/17/2021	17203		Supplies	25	06/01/2021	8.58	105630
06/17/2021	17203		Supplies	26	06/01/2021	395.70	105630
06/17/2021	17203		Supplies	27	06/01/2021	64.52	105630
06/17/2021	17203		Supplies	28	06/01/2021	45.00	105625
06/17/2021	17203		Supplies	29	06/01/2021	44.99	517242
Total 2503:						5,554.21	
07/09/2021	17266	Hahn Water Resources, LL	consulting	1	07/06/2021	765.00	517430
Total 2509:						765.00	
06/24/2021	17213	Envision Sign and Graphic	vinyl banners	1	06/18/2021	90.00	105162
06/24/2021	17213		vinyl banners	2	06/18/2021	90.00	105150
06/24/2021	17213		Decals	1	06/18/2021	25.00	105625
06/24/2021	17213		Decals	2	06/18/2021	25.00	517242
Total 2528:						230.00	
06/24/2021	17210	Colorado Activities Center	summit cty rack cards	1	05/03/2021	1,944.00	105130
Total 2606:						1,944.00	
07/01/2021	17243	CenturyLink	7198362622355B	1	06/19/2021	544.91	105065
07/01/2021	17243		acct 719-836-4609 502B	1	06/19/2021	68.78	517470
07/01/2021	17243		acct 82239760	1	06/24/2021	20.68	105065
Total 2614:						634.37	
06/17/2021	17204	Mayberry & Company, LLC	final audit	1	06/10/2021	5,250.00	106117

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
06/17/2021	17204		final audit	2	06/10/2021	3,500.00	517320
Total 2649:						8,750.00	
06/24/2021	17222	Wittbrodt, Kim	cell phone reimb	1	06/24/2021	50.00	105065
06/24/2021	17225		supplies	1	06/24/2021	125.94	105027
06/24/2021	17225		candy and cups	2	06/24/2021	525.90	105162
Total 2655:						701.84	
07/12/2021	17275	Colorado Natural Gas, Inc.	sewer treatment plant	1	07/06/2021	485.30	517680
07/12/2021	17275		natural gas	1	07/06/2021	105.17	105023
07/12/2021	17275		natural gas-shop	1	07/06/2021	222.04	105650
07/12/2021	17275		san office	1	07/06/2021	76.14	517234
Total 2728:						888.65	
07/13/2021	17284	Kasper, Gerrits	consulting	1	07/10/2021	543.75	105635
Total 2747:						543.75	
07/01/2021	17244	Chaffee County Waste	6 yd weekly	1	06/08/2021	100.00	105023
07/01/2021	17244		6 yd weekly	2	06/08/2021	100.00	105650
Total 2801:						200.00	
06/24/2021	17209	Bullock, Julie	cell phone reimburse	1	06/24/2021	25.00	105645
06/24/2021	17209		cell phone reimburse	2	06/24/2021	25.00	517226
Total 2812:						50.00	
07/13/2021	17283	Colorado Analytical Lab	waste water testing	1	03/19/2021	380.00	517660
07/13/2021	17283		waste water testing	1	05/20/2021	380.00	517660
06/24/2021	17211		waste water testing	1	06/18/2021	380.00	517665
Total 2864:						1,140.00	
07/01/2021	17245	South Park Brewing	beer for concert	1	06/27/2021	295.00	105170
Total 2873:						295.00	
07/13/2021	17285	Pavement Maintenance Se	paving	1	07/12/2021	206,227.83	105670
Total 2897:						206,227.83	
07/06/2021	17256	Rise Broadband	internet	1	07/06/2021	111.61	517226
Total 2900:						111.61	
07/09/2021	17265	Fairplay Auto Supply	supplies	1	07/01/2021	210.39	105625
07/09/2021	17265		supplies	2	07/01/2021	33.39	517242
07/09/2021	17265		supplies	3	07/01/2021	56.37	517670
Total 2948:						300.15	
06/24/2021	17217	Kaupus Water Labs, Inc.	bleach	1	06/10/2021	630.00	517410

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2999:						630.00	
06/25/2021	17227	McGoon Productions	music for concert	1	06/25/2021	1,000.00	105150
Total 3106:						1,000.00	
06/28/2021	17236	Continental Divide Producti	sound for concert	1	06/28/2021	600.00	105171
Total 3123:						600.00	
07/01/2021	17239	B.A. Lawrence, LLC	aerator blower repair	1	05/14/2021	1,210.00	517655
Total 3157:						1,210.00	
06/24/2021	17216	Green, Mason	cell phone reimburse	1	06/24/2021	25.00	105645
06/24/2021	17216		cell phone reimburse	2	06/24/2021	25.00	517226
Total 3175:						50.00	
07/06/2021	17254	Montrose Water Factory, L	bottled water	1	06/30/2021	17.50	105120
Total 3211:						17.50	
06/24/2021	17226	SGM	middlefork	1	05/21/2021	1,131.00	105105
06/24/2021	17226		middlefork	1	06/18/2021	511.00	105105
Total 3272:						1,642.00	
07/01/2021	17247	Vertical Property Services	whispering aspen sewer lin	1	06/30/2021	6,731.00	517645
Total 3303:						6,731.00	
07/06/2021	17252	Internetwork Experts Corp.	computer maintenance	1	07/01/2021	46.75	105065
Total 3312:						46.75	
06/24/2021	17214	Ernst, Sarah	cell phone reimburse	1	06/24/2021	50.00	105065
Total 3313:						50.00	
07/09/2021	17264	Direct Discharge Consultin	sewer line cleaning	1	07/06/2021	5,417.50	517620
Total 3355:						5,417.50	
07/06/2021	17255	Park County Government	monthly internet	1	07/01/2021	52.50	105455
07/06/2021	17255		monthly internet	2	07/01/2021	52.50	105065
Total 3381:						105.00	
06/24/2021	17220	Tandem Design Lab	burro days website	1	06/15/2021	1,500.00	105162
07/06/2021	17257		website update	1	06/15/2021	500.00	105130
Total 3384:						2,000.00	
06/17/2021	17202	BioVelocity, LLC	sludge removal	1	06/14/2021	100,000.00	517660

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3430:						100,000.00	
07/06/2021	17259	Walter Leuci	refund 2020 booth fee	1	07/06/2021	160.00	104756
Total 3457:						160.00	
07/06/2021	17260	Warm Springs Consulting	contract	1	07/05/2021	5,000.00	517627
07/06/2021	17260		contract	1	07/05/2021	4,500.00	517417
Total 3463:						9,500.00	
06/24/2021	17208	Bannister, Chris	cell phone reimburse	1	06/24/2021	25.00	517226
06/24/2021	17208		cell phone reimburse	2	06/24/2021	25.00	105645
Total 3464:						50.00	
06/24/2021	17221	Wagner, Alex	cell phone reimburse	1	06/24/2021	50.00	105645
Total 3506:						50.00	
06/24/2021	17215	Graham, Donovan	cell phone reimburse	1	06/24/2021	50.00	105645
Total 3519:						50.00	
06/24/2021	17219	Peak Performance Imaging	supplies	1	06/14/2021	50.14	517214
Total 3539:						50.14	
06/16/2021	17201	Dwight Winter	refund building permit paid	1	06/16/2021	2,677.50	104140
06/16/2021	17201		refund building permit paid	2	06/16/2021	133.87	104141
06/16/2021	17201		refund building permit paid	3	06/16/2021	133.87	104142
Total 3543:						2,945.24	
06/17/2021	17206	Sweet-Bakes Pantry	food for meeting	1	06/17/2021	49.01	105070
06/17/2021	17206		food for meeting	2	06/17/2021	26.16	105120
07/09/2021	17271		food for meeting	1	07/07/2021	49.01	105070
Total 3544:						124.18	
06/24/2021	17218	Northeastern Junior Colleg	schlorship-chloe campbell	1	06/21/2021	1,000.00	105171
Total 3545:						1,000.00	
06/25/2021	17229	Tony Molina	music for concert	1	06/25/2021	150.00	105150
Total 3546:						150.00	
07/01/2021	17248	Vivian Pershing	rent-600 front	1	07/01/2021	500.00	105187
Total 3547:						500.00	
06/28/2021	17235	Chris Carey	refund burro booth carey	1	06/28/2021	190.00	104756
Total 3548:						190.00	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
06/28/2021	17237	Watts Upfitting Inc.	2020 tahoe equipment	1	05/19/2021	11,088.85	325810
Total 3549:						11,088.85	
06/28/2021	17234	Alma and Fairplay Storage	cabinets	1	06/28/2021	100.00	105120
Total 3550:						100.00	
06/29/2021	17238	Star Playgrounds	deposit for playground	1	06/25/2021	102,959.00	105883
Total 3551:						102,959.00	
07/09/2021	17262	Adri Jones-McMeekin	refund burro booth	1	07/06/2021	190.00	104756
Total 3552:						190.00	
07/09/2021	17267	Miles Willingham	refund burro booth	1	07/06/2021	320.00	104756
Total 3553:						320.00	
07/09/2021	17263	Carrie Driver	refund burro booth	1	07/06/2021	320.00	104756
Total 3554:						320.00	
07/12/2021	17273	Barbara Shank	refund deposit-shank	1	07/12/2021	300.00	102290
Total 3555:						300.00	
Grand Totals:						503,065.51	

Report Criteria:

Detail report type printed

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-40-05 AD VALOREM TAX	11,789.07	150,879.55	195,115.00	44,235.45	77.3
10-40-10 SPEC. OWNERSHIP TAX	2,266.84	10,726.18	25,000.00	14,273.82	42.9
10-40-30 INTEREST ON PROPERTY TAX	18.93	25.50	1,000.00	974.50	2.6
10-40-40 DELINQUENT TAXES	.00	.00	500.00	500.00	.0
10-40-55 50% SHAREBACK OF R&B LEVY	437.98	5,391.05	7,000.00	1,608.95	77.0
10-40-60 MOTOR VEHICLE REGISTRATION	355.26	1,610.02	3,000.00	1,389.98	53.7
10-40-70 SALES TAX	94,254.99	583,848.40	1,022,794.00	438,945.60	57.1
10-40-75 SALES TAX - STREETS	31,418.33	194,616.11	340,931.00	146,314.89	57.1
10-40-80 HIGHWAY USER'S TAX	2,971.42	13,288.68	32,000.00	18,711.32	41.5
10-40-85 SEVERANCE TAX	.00	.00	2,500.00	2,500.00	.0
10-40-86 MINERAL LEASE REVENUE	.00	.00	500.00	500.00	.0
10-40-90 CIGARETTE TAX	.00	1,579.55	2,500.00	920.45	63.2
10-40-96 LODGING TAX	4,082.00	20,092.00	40,000.00	19,908.00	50.2
TOTAL TAXES	147,594.82	982,057.04	1,672,840.00	690,782.96	58.7
<u>LICENSES</u>					
10-41-10 LIQUOR LICENSES	1,475.00	5,600.00	3,000.00	(2,600.00)	186.7
10-41-30 DOG LICENSES	15.00	95.00	100.00	5.00	95.0
10-41-32 LIVESTOCK PERMIT	.00	25.00	120.00	95.00	20.8
10-41-34 COMMERCIAL FLY FISHING PERMIT	.00	450.00	300.00	(150.00)	150.0
10-41-40 BUILDING PERMITS	(2,677.50)	(1,753.50)	5,000.00	6,753.50	(35.1)
10-41-41 SURCHARGE: STREETS	(116.87)	(16.17)	394.00	410.17	(4.1)
10-41-42 SURCHARGE: PARKS & REC	(116.87)	(16.17)	394.00	410.17	(4.1)
10-41-50 FRANCHISE TAX	.00	22,904.21	50,000.00	27,095.79	45.8
10-41-60 GOLD PANNING PERMITS/DONATION	1,810.00	3,780.00	7,000.00	3,220.00	54.0
10-41-70 BUSINESS LICENSES	175.00	7,100.00	7,000.00	(100.00)	101.4
10-41-80 SIGN PERMITS	50.00	200.00	100.00	(100.00)	200.0
10-41-90 EXCAVATION PERMIT	.00	200.00	100.00	(100.00)	200.0
10-41-92 MECHANICAL PERMIT	50.00	50.00	.00	(50.00)	.0
10-41-94 STREET CUT PERMIT	.00	.00	500.00	500.00	.0
10-41-96 FENCE PERMIT	40.00	80.00	280.00	200.00	28.6
10-41-97 SPECIAL EVENTS PERMIT	.00	.00	1,400.00	1,400.00	.0
10-41-98 RESIDE/REROOF PERMIT	200.00	900.00	2,000.00	1,100.00	45.0
TOTAL LICENSES	903.76	39,598.37	77,688.00	38,089.63	51.0
<u>FEE INCOME</u>					
10-42-75 PLANNING & DEVELOPMENT FEES	150.00	150.00	2,000.00	1,850.00	7.5
10-42-90 COPIES & FAXES	62.55	93.35	200.00	106.65	46.7
TOTAL FEE INCOME	212.55	243.35	2,200.00	1,956.65	11.1

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LAW ENFORCEMENT</u>					
10-45-05 TRAFFIC FINES	1,400.00	4,570.00	12,000.00	7,430.00	38.1
10-45-10 SURCHARGE: POLICE TRAINING	210.00	675.00	1,500.00	825.00	45.0
10-45-15 COURT COSTS	.00	154.00	620.00	466.00	24.8
10-45-20 DEFAULT FEES	.00	90.00	150.00	60.00	60.0
10-45-30 OTHER FINES	.00	.00	500.00	500.00	.0
10-45-80 VIN INSPECTIONS	30.00	157.50	300.00	142.50	52.5
10-45-90 MISCELLANEOUS	270.00	425.00	1,000.00	575.00	42.5
10-45-95 GRANT/REIMBURSEMENT	2,685.00	2,685.00	.00	(2,685.00)	.0
TOTAL LAW ENFORCEMENT	4,595.00	8,756.50	16,070.00	7,313.50	54.5
<u>INTEREST INCOME</u>					
10-46-05 INTEREST ON COLOTRUST	5.72	77.91	3,000.00	2,922.09	2.6
10-46-30 INTEREST ON CHECKING	58.94	254.60	425.00	170.40	59.9
TOTAL INTEREST INCOME	64.66	332.51	3,425.00	3,092.49	9.7
<u>MISCELLANEOUS INCOME</u>					
10-47-00 MISCELLANEOUS INCOME	5,903.66	29,215.85	5,000.00	(24,215.85)	584.3
10-47-10 CEMETERY	.00	50.00	300.00	250.00	16.7
10-47-38 TOWN CLEAN UP DONATIONS	305.00	305.00	.00	(305.00)	.0
10-47-39 FOURTH OF JULY	375.00	375.00	8,000.00	7,625.00	4.7
10-47-49 STREET LIGHTING	860.35	5,386.91	10,800.00	5,413.09	49.9
10-47-50 SUMMER CONCERT SERIES	.00	.00	5,000.00	5,000.00	.0
10-47-52 REAL COLORADO CHRISTMAS	.00	.00	500.00	500.00	.0
10-47-56 BURRO DAYS	4,075.04	10,370.04	50,000.00	39,629.96	20.7
10-47-59 BURRO DAYS RETAIL SALES	33.87	68.87	10,000.00	9,931.13	.7
10-47-62 501 MAIN - RENT & UTILITY	.00	246.91	1,800.00	1,553.09	13.7
10-47-81 GRANT-COHEN PARK	.00	195,698.00	.00	(195,698.00)	.0
10-47-82 CAMPING PERMITS/FACILITY USE	24.00	494.70	100.00	(394.70)	494.7
10-47-90 MISCELLANEOUS REVENUE-EVENTS	1,419.66	6,419.66	500.00	(5,919.66)	1283.9
10-47-91 TOWN HALL - 901 MAIN	.00	.00	12,397.00	12,397.00	.0
TOTAL MISCELLANEOUS INCOME	12,996.58	248,630.94	104,397.00	(144,233.94)	238.2
TOTAL FUND REVENUE	166,367.37	1,279,618.71	1,876,620.00	597,001.29	68.2

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-50-02 401(A) EMPLOYER MATCH	244.48	2,059.27	4,273.00	2,213.73	48.2
10-50-05 SALARIES -ADMIN./CLERK/TREASUR	8,149.29	67,149.72	132,426.00	65,276.28	50.7
10-50-11 SS/MEDICARE EXPENSE	653.46	5,298.47	10,268.00	4,969.53	51.6
10-50-12 UNEMPLOYMENT EXPENSE	25.55	207.77	403.00	195.23	51.6
10-50-13 EMPLOYEE HEALTH INSURANCE	3,018.59	16,920.43	28,940.00	12,019.57	58.5
10-50-14 WORKER'S COMPENSATION	.00	510.00	502.00	(8.00)	101.6
10-50-15 EDUCATION	.00	1,712.43	4,500.00	2,787.57	38.1
10-50-16 ADMIN VEHICLE	276.92	1,750.53	3,600.00	1,849.47	48.6
10-50-20 TOWN HALL EXPENSE	.00	15,496.78	30,994.00	15,497.22	50.0
10-50-23 TOWN HALL EXPENSE - UTILITIES	421.73	3,059.73	6,000.00	2,940.27	51.0
10-50-25 TOWN HALL EXP - REPAIR & MAINT	309.86	6,907.26	7,000.00	92.74	98.7
10-50-27 TOWN HALL EXPENSE - SUPPLIES	125.94	652.21	1,200.00	547.79	54.4
10-50-30 OFFICE SUPPLIES	382.45	1,484.96	4,000.00	2,515.04	37.1
10-50-32 EQUIPMENT RENTAL	412.25	1,936.79	5,000.00	3,063.21	38.7
10-50-35 POSTAGE EXPENSE	97.35	426.44	650.00	223.56	65.6
10-50-40 BANK/CREDIT CARD FEES	39.00	206.00	948.00	742.00	21.7
10-50-55 BOARD OF TRUSTEE SALARY	120.00	465.00	1,800.00	1,335.00	25.8
10-50-57 TOWN ATTY LEGAL SERVICES	2,192.50	4,577.50	20,000.00	15,422.50	22.9
10-50-60 COMPUTER/SOFTWARE/SUPPORT	539.49	2,783.74	7,000.00	4,216.26	39.8
10-50-65 TELEPHONE/INTERNET	3,590.45	7,861.71	10,200.00	2,338.29	77.1
10-50-70 MISCELLANEOUS EXPENSE	2,177.48	5,646.67	6,000.00	353.33	94.1
10-50-75 CODIFICATION	.00	225.00	1,000.00	775.00	22.5
10-50-76 ESTIP AGREEMENT	.00	3,087.57	7,500.00	4,412.43	41.2
10-50-85 COVID EXPENSES	619.00	15,855.96	.00	(15,855.96)	.0
TOTAL ADMINISTRATION	23,395.79	166,281.94	294,204.00	127,922.06	56.5
<u>COMMUNITY DEVELOPMENT</u>					
10-51-05 PROFESSIONAL FEES	2,072.50	11,394.00	20,000.00	8,606.00	57.0
10-51-10 EDUCATION/BENEVOLENCE (BOT)	.00	98.80	5,000.00	4,901.20	2.0
10-51-20 VISITOR CENTER	233.34	631.07	3,000.00	2,368.93	21.0
10-51-30 ADVERTISING AND MARKETING	2,645.88	3,506.01	15,000.00	11,493.99	23.4
10-51-34 TOWN BEAUTIFICATION	2,745.00	5,490.00	10,000.00	4,510.00	54.9
10-51-35 TOWN CLEAN UP	29.48	1,288.48	9,000.00	7,711.52	14.3
10-51-40 DUES AND MEMBERSHIPS	.00	554.00	500.00	(54.00)	110.8
10-51-50 TGIFAIRPLAY EXPENSE	145.38	4,183.54	7,000.00	2,816.46	59.8
10-51-62 BURRO DAYS	1,949.78	5,929.48	47,000.00	41,070.52	12.6
10-51-70 MISCELLANEOUS EVENTS	1,320.24	1,470.67	8,000.00	6,529.33	18.4
10-51-71 FIREWORKS/4TH OF JULY	3,713.07	11,013.07	12,000.00	986.93	91.8
10-51-74 REAL COLORADO CHRISTMAS	.00	.00	1,000.00	1,000.00	.0
10-51-75 DONATIONS	.00	.00	2,000.00	2,000.00	.0
10-51-80 FAIRPLAY FORWARD	.00	.00	10,000.00	10,000.00	.0
10-51-85 PROPERTY IMPROVEMENT INCENTIV	1,319.00	1,319.00	20,000.00	18,681.00	6.6
10-51-86 850 HATHAWAY-BUS BARN	981.56	5,969.01	12,000.00	6,030.99	49.7
10-51-95 501 MAIN STREET	3,129.65	16,850.00	43,000.00	26,150.00	39.2
TOTAL COMMUNITY DEVELOPMENT	20,284.88	69,697.13	224,500.00	154,802.87	31.1

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL SYSTEM</u>					
10-53-02 401(A) EMPLOYER MATCH	9.13	58.16	123.00	64.84	47.3
10-53-05 MUNICIPAL JUDGE SALARY	648.62	4,100.20	8,432.00	4,331.80	48.6
10-53-10 COURT CLERK	304.60	1,859.50	3,782.00	1,922.50	49.2
10-53-11 SS/MEDICARE EXPENSE	72.93	455.74	934.00	478.26	48.8
10-53-12 UNEMPLOYMENT EXPENSE	2.86	17.88	37.00	19.12	48.3
10-53-13 EMPLOYEE HEALTH INSURANCE	86.19	486.37	2,586.00	2,099.63	18.8
10-53-14 WORKER'S COMPENSATION	.00	37.00	46.00	9.00	80.4
10-53-20 COURT ATTORNEY	.00	.00	500.00	500.00	.0
10-53-30 EDUCATION	.00	.00	500.00	500.00	.0
10-53-40 OPERATING EXPENSE	.00	.00	450.00	450.00	.0
10-53-50 DUES AND MEMBERSHIPS	.00	136.00	100.00	(36.00)	136.0
TOTAL JUDICIAL SYSTEM	1,124.33	7,150.85	17,490.00	10,339.15	40.9

PUBLIC SAFETY

10-54-01 POLICE SALARIES	13,743.11	105,643.85	213,379.00	107,735.15	49.5
10-54-05 PENSION CONTRIBUTION	1,580.44	11,670.57	20,271.00	8,600.43	57.6
10-54-09 SRO-CONTRACT PARK CO	.00	.00	20,000.00	20,000.00	.0
10-54-10 UNIFORMS AND ACCESSORIES	.00	1,404.41	3,500.00	2,095.59	40.1
10-54-11 SS/MEDICARE EXPENSE	223.31	1,573.55	3,094.00	1,520.45	50.9
10-54-12 UNEMPLOYMENT EXPENSE	41.23	316.93	640.00	323.07	49.5
10-54-13 EMPLOYEE HEALTH INSURANCE	3,109.77	27,381.37	92,855.00	65,273.63	29.6
10-54-14 WORKER'S COMPENSATION	.00	9,772.00	15,000.00	5,228.00	65.2
10-54-15 FUEL	807.95	4,082.36	12,000.00	7,917.64	34.0
10-54-20 VEHICLE MAINTENANCE	35.48	7,793.57	8,000.00	206.43	97.4
10-54-24 PROFESSIONAL TRAINING EXPENSE (	695.00)	1,895.17	3,500.00	1,604.83	54.2
10-54-26 IN-SERVICE TRAINING EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-54-28 VEHICLE RENTAL PAYMENT	2,381.42	14,337.20	28,869.00	14,531.80	49.7
10-54-30 RADAR & RADIO MAINTENANCE	.00	695.41	1,000.00	304.59	69.5
10-54-32 AMMUNITION	.00	.00	500.00	500.00	.0
10-54-45 OPERATING SUPPLIES	.00	711.14	1,000.00	288.86	71.1
10-54-50 EQUIPMENT EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-54-53 GRANT-EQUIPMENT & SUPPLIES	2,093.20	2,485.20	.00	(2,485.20)	.0
10-54-55 TELEPHONE - POLICE LINE	346.89	1,762.95	5,000.00	3,237.05	35.3
10-54-60 MEMBERSHIPS - DUES	.00	.00	500.00	500.00	.0
10-54-65 COMPUTER/SOFTWARE/SUPPORT	.00	3,963.00	5,000.00	1,037.00	79.3
10-54-75 INVESTIGATIVE SERVICES	93.28	111.86	3,500.00	3,388.14	3.2
10-54-80 OFFICER RECRUITING	.00	98.50	500.00	401.50	19.7
10-54-87 LIABILITY INSURANCE	.00	10,217.18	8,394.00	(1,823.18)	121.7
10-54-97 PUBLIC RELATIONS	.00	50.00	500.00	450.00	10.0
TOTAL PUBLIC SAFETY	23,761.08	205,966.22	449,802.00	243,835.78	45.8

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
10-56-01 SALARIES	12,098.07	60,626.70	112,143.00	51,516.30	54.1
10-56-02 401(A) EMPLOYER MATCH	326.95	1,807.07	3,594.00	1,786.93	50.3
10-56-10 SEASONAL WAGES	.00	.00	10,000.00	10,000.00	.0
10-56-11 SS/MEDICARE EXPENSE	924.77	4,628.42	9,344.00	4,715.58	49.5
10-56-12 UNEMPLOYMENT EXPENSE	26.74	139.34	366.00	226.66	38.1
10-56-13 EMPLOYEE HEALTH INSURANCE	2,494.08	13,114.83	18,901.00	5,786.17	69.4
10-56-14 WORKER'S COMPENSATION	.00	6,053.50	6,394.00	340.50	94.7
10-56-15 FUEL	182.03	1,436.72	5,000.00	3,563.28	28.7
10-56-25 REPAIRS & MAINT - EQUIPMENT	2,021.24	13,391.19	15,000.00	1,608.81	89.3
10-56-30 TOOLS, MAT'L'S, & SUPPLIES	744.69	3,548.36	5,000.00	1,451.64	71.0
10-56-35 EDUCATION & TRAINING	.00	220.52	2,000.00	1,779.48	11.0
10-56-40 ELECTRIC STREET LIGHTS & SIGNS	1,034.99	4,200.62	4,000.00	(200.62)	105.0
10-56-45 TELEPHONE	217.09	1,210.45	2,100.00	889.55	57.6
10-56-50 MAINTENANCE BUILDING - UTILITY	619.63	5,475.95	8,600.00	3,124.05	63.7
10-56-60 VEHICLE RENTAL PAYMENT	2,041.84	11,737.28	21,420.00	9,682.72	54.8
10-56-70 STREET REPAIRS	.00	3,515.45	150,000.00	146,484.55	2.3
10-56-82 TOWN SHOP BUILDING REPAIRS	.00	2,518.79	2,000.00	(518.79)	125.9
TOTAL PUBLIC WORKS	22,732.12	133,625.19	375,862.00	242,236.81	35.6
<u>PARKS & RECREATION</u>					
10-58-30 TOOLS, MATERIALS, & SUPPLIES	87.44	402.36	4,000.00	3,597.64	10.1
10-58-41 PARKS UTILITIES	34.78	178.89	400.00	221.11	44.7
10-58-42 VAULT RESTROOMS MAINTENANCE	.00	60.50	2,500.00	2,439.50	2.4
10-58-50 CEMETERY EXPENSE	6.99	441.79	300.00	(141.79)	147.3
10-58-83 COHEN PARK PROJECT	102,959.00	102,959.00	.00	(102,959.00)	.0
10-58-86 FAIRPLAY RIVER PARK	27,132.70	39,510.15	64,800.00	25,289.85	61.0
10-58-95 LAND LEASE PAYMENT	.00	145,388.58	25,990.00	(119,398.58)	559.4
TOTAL PARKS & RECREATION	130,220.91	288,941.27	97,990.00	(190,951.27)	294.9
<u>NON-DEPARTMENTAL EXPENDITURE</u>					
10-61-15 LIABILITY INSURANCE	.00	14,848.08	18,912.00	4,063.92	78.5
10-61-17 AUDIT FEES	4,375.00	4,375.00	4,375.00	.00	100.0
10-61-23 TREASURER'S FEES - MILL LEVY	397.64	2,548.53	4,000.00	1,451.47	63.7
10-61-25 PUBLISHING EXPENSE	93.91	1,446.42	1,500.00	53.58	96.4
10-61-30 DUES & MEMBERSHIPS	.00	998.00	2,000.00	1,002.00	49.9
10-61-60 ABATEMENT	.00	.00	2,000.00	2,000.00	.0
TOTAL NON-DEPARTMENTAL EXPEND	4,866.55	24,216.03	32,787.00	8,570.97	73.9
TOTAL FUND EXPENDITURES	226,385.66	895,878.63	1,492,635.00	596,756.37	60.0
NET REVENUE OVER EXPENDITURES	(60,018.29)	383,740.08	383,985.00	244.92	99.9

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2021

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUES</u>					
20-44-10 COLORADO LOTTERY FUNDS	1,423.09	2,551.27	4,000.00	1,448.73	63.8
TOTAL INTERGOVERNMENTAL REVE	1,423.09	2,551.27	4,000.00	1,448.73	63.8
<u>INTEREST INCOME</u>					
20-46-50 INTEREST INCOME SAVINGS	.00	.00	12.00	12.00	.0
TOTAL INTEREST INCOME	.00	.00	12.00	12.00	.0
TOTAL FUND REVENUE	1,423.09	2,551.27	4,012.00	1,460.73	63.6

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2021

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSE</u>					
20-73-03 BASEBALL FIELD IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
20-73-10 COHEN PARK - IMPROVEMENTS	.00	.00	1,000.00	1,000.00	.0
TOTAL OPERATION EXPENSE	.00	.00	6,000.00	6,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	6,000.00	6,000.00	.0
NET REVENUE OVER EXPENDITURES	1,423.09	2,551.27	(1,988.00)	(4,539.27)	128.3

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2021

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
32-47-20 DEPT RENTAL PAYMENTS	6,465.10	37,811.76	71,708.00	33,896.24	52.7
TOTAL REVENUE	6,465.10	37,811.76	71,708.00	33,896.24	52.7
 TOTAL FUND REVENUE	 6,465.10	 37,811.76	 71,708.00	 33,896.24	 52.7

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2021

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
32-58-10 POLICE VEHICLES	17,983.75	27,994.35	.00	(27,994.35)	.0
32-58-30 PUBLIC WORKS VEHICLES	.00	32,891.00	40,000.00	7,109.00	82.2
TOTAL EXPENDITURES	17,983.75	60,885.35	40,000.00	(20,885.35)	152.2
TOTAL FUND EXPENDITURES	17,983.75	60,885.35	40,000.00	(20,885.35)	152.2
NET REVENUE OVER EXPENDITURES	(11,518.65)	(23,073.59)	31,708.00	54,781.59	(72.8)

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2021

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER REVENUE</u>					
51-42-05 POTABLE WATER	35,295.50	194,796.92	400,000.00	205,203.08	48.7
51-42-20 LIEN REVENUE	824.81	4,576.98	.00	(4,576.98)	.0
51-42-32 WATER FACILITY MAINTENANCE FEE	.00	243.64	500.00	256.36	48.7
51-42-34 WATER METERS, PRV, PARTS	137.07	411.21	1,000.00	588.79	41.1
51-42-36 PENALTY NON-COMPLIANCE	40.00	240.00	480.00	240.00	50.0
51-42-40 PLANT INVESTMENT FEES	.00	.00	7,500.00	7,500.00	.0
51-42-60 OTHER WATER REVENUE	.00	.00	1,000.00	1,000.00	.0
TOTAL WATER REVENUE	36,297.38	200,268.75	410,480.00	210,211.25	48.8
<u>WASTEWATER REVENUE</u>					
51-46-05 WW USER FEES	55,899.00	334,872.11	668,160.00	333,287.89	50.1
51-46-20 LIEN REVENUE	790.00	3,372.51	.00	(3,372.51)	.0
51-46-40 PLANT INVESTMENT FEES	.00	.00	8,351.00	8,351.00	.0
51-46-60 OTHER WASTEWATER REVENUE	.00	.00	100.00	100.00	.0
TOTAL WASTEWATER REVENUE	56,689.00	338,244.62	676,611.00	338,366.38	50.0
<u>INTEREST/FEE REVENUE</u>					
51-48-10 INTEREST ON INVESTMENTS	8.39	141.56	7,000.00	6,858.44	2.0
51-48-30 LATE FEES	893.50	4,200.53	12,000.00	7,799.47	35.0
TOTAL INTEREST/FEE REVENUE	901.89	4,342.09	19,000.00	14,657.91	22.9
TOTAL FUND REVENUE	93,888.27	542,855.46	1,106,091.00	563,235.54	49.1

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2021

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EMPLOYEE EXPENSES					
51-70-01 SALARIES	13,048.17	84,602.52	199,954.00	115,351.48	42.3
51-70-02 401A EMPLOYER MATCH	390.84	2,734.05	6,459.00	3,724.95	42.3
51-70-11 SS/MEDICARE EXPENSE	1,001.99	6,487.76	15,388.00	8,900.24	42.2
51-70-12 UNEMPLOYMENT EXPENSE	35.13	236.12	603.00	366.88	39.2
51-70-13 EMPLOYMENT HEALTH INSURANCE	3,734.36	20,785.46	58,545.00	37,759.54	35.5
51-70-14 WORKER'S COMPENSATION	.00	5,520.50	4,424.00	(1,096.50)	124.8
51-70-15 BOARD OF TRUSTEE SALARIES	60.00	270.00	1,200.00	930.00	22.5
TOTAL EMPLOYEE EXPENSES	18,270.49	120,636.41	286,573.00	165,936.59	42.1
OFFICE/GENERAL EXPENSE					
51-72-02 BANK/CREDIT CARD FEES	527.49	2,956.20	6,000.00	3,043.80	49.3
51-72-06 COMPUTER/SOFTWARE/SUPPORT-O	439.50	3,210.58	13,000.00	9,789.42	24.7
51-72-10 MISCELLANEOUS	250.00	250.00	1,000.00	750.00	25.0
51-72-14 OFFICE SUPPLIES	358.03	1,430.49	3,500.00	2,069.51	40.9
51-72-18 POSTAGE EXPENSE	337.61	1,817.32	4,000.00	2,182.68	45.4
51-72-22 PUBLISHING EXPENSE	.00	.00	600.00	600.00	.0
51-72-26 TELEPHONE EXPENSE	186.61	1,251.62	4,500.00	3,248.38	27.8
51-72-30 TOWN HALL RENTAL PAYMENT	.00	.00	12,397.00	12,397.00	.0
51-72-34 UTILITIES-OFFICE	170.02	1,629.52	2,500.00	870.48	65.2
51-72-38 VEHICLE/EQUIP RENTAL TO ISF	2,041.84	11,737.28	21,420.00	9,682.72	54.8
51-72-42 VEHICLE MAINTENANCE/REPAIR	69.99	4,107.55	5,000.00	892.45	82.2
TOTAL OFFICE/GENERAL EXPENSE	4,381.09	28,390.56	73,917.00	45,526.44	38.4
CONTRACTUAL FEES					
51-73-20 AUDITOR FEES	4,375.00	4,375.00	4,375.00	.00	100.0
51-73-40 INSURANCE-PROPERTY/LIABILITY	.00	14,848.08	12,608.00	(2,240.08)	117.8
51-73-60 LEGAL FEES	132.00	2,136.00	5,000.00	2,864.00	42.7
TOTAL CONTRACTUAL FEES	4,507.00	21,359.08	21,983.00	623.92	97.2

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2021

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER - PLANT & EQUIPMENT</u>					
51-74-10 CHEMICAL AND SUPPLIES	630.00	1,359.55	2,000.00	640.45	68.0
51-74-15 COMPUTER EXPENSE-WATER SYSTE	.00	1,975.24	5,000.00	3,024.76	39.5
51-74-17 CONTRACT PLANT OPERATOR	4,500.00	22,500.00	6,000.00	(16,500.00)	375.0
51-74-20 DITCH MAINTENANCE	.00	.00	500.00	500.00	.0
51-74-25 EDUCATION	90.00	90.00	3,000.00	2,910.00	3.0
51-74-30 ENGINEERING FEES	.00	2,758.75	10,000.00	7,241.25	27.6
51-74-35 FUEL	91.02	661.40	2,000.00	1,338.60	33.1
51-74-40 HASP MEMBERSHIP DUES	.00	.00	1,400.00	1,400.00	.0
51-74-45 LEAKS AND REPAIRS	.00	1,390.00	10,000.00	8,610.00	13.9
51-74-50 MISCELLANEOUS	23.00	2,159.02	2,000.00	(159.02)	108.0
51-74-55 PERMITS/DUES/LOCATES	22.44	857.36	1,000.00	142.64	85.7
51-74-60 PUMPHOUSE EXPENSE	.00	.00	500.00	500.00	.0
51-74-65 REPAIR & MAINTENANCE-EQUIP	.00	577.66	10,000.00	9,422.34	5.8
51-74-70 UTILITIES	245.89	1,294.21	2,500.00	1,205.79	51.8
51-74-75 TESTING AND SUPPLIES	.00	144.00	2,500.00	2,356.00	5.8
51-74-80 TOOLS AND SUPPLIES	.00	560.27	2,000.00	1,439.73	28.0
51-74-85 WATER METERS	.00	4,914.75	4,000.00	(914.75)	122.9
51-74-90 WATER TANKS	13.94	98.76	1,000.00	901.24	9.9
51-74-95 WATER TREATMENT PLANT	625.58	4,490.73	15,000.00	10,509.27	29.9
TOTAL WATER - PLANT & EQUIPMENT	6,241.87	45,831.70	80,400.00	34,568.30	57.0
<u>WASTEWATER-PLANT & EQUIPMENT</u>					
51-76-15 CHEMICALS AND SUPPLIES	.00	.00	3,000.00	3,000.00	.0
51-76-20 COLLECTION SYSTEM MAINTENANC	.00	.00	30,000.00	30,000.00	.0
51-76-25 COMPUTER EXPENSE-WW SYSTEM	.00	650.30	3,600.00	2,949.70	18.1
51-76-27 CONTRACT - ORC	5,000.00	25,000.00	60,000.00	35,000.00	41.7
51-76-35 ENGINEERING FEES	.00	.00	10,000.00	10,000.00	.0
51-76-40 FUEL	91.00	661.32	2,000.00	1,338.68	33.1
51-76-45 MISCELLANEOUS	3,301.20	3,466.20	1,000.00	(2,466.20)	346.6
51-76-50 PERMITS/DUES/LOCATES	31.68	97.68	4,300.00	4,202.32	2.3
51-76-55 REPAIRS AND MAINTENANCE-EQUIP	793.94	5,009.50	55,000.00	49,990.50	9.1
51-76-60 SLUDGE REMOVAL/DISPOSAL	100,000.00	100,000.00	100,000.00	.00	100.0
51-76-65 TESTING AND SUPPLIES	380.00	2,623.06	6,000.00	3,376.94	43.7
51-76-70 TOOLS AND SUPPLIES	543.19	543.19	2,000.00	1,456.81	27.2
51-76-75 TRASH	75.00	441.25	900.00	458.75	49.0
51-76-80 UTILITIES-PLANT	5,096.93	33,657.56	60,000.00	26,342.44	56.1
TOTAL WASTEWATER-PLANT & EQUIP	115,312.94	172,150.06	337,800.00	165,649.94	51.0
<u>DEBT SERVICE</u>					
51-80-02 LOAN PRINCIPAL	.00	.00	216,700.00	216,700.00	.0
51-80-04 LOAN INTEREST	50,213.14	50,213.14	97,341.00	47,127.86	51.6
TOTAL DEBT SERVICE	50,213.14	50,213.14	314,041.00	263,827.86	16.0

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2021

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	198,926.53	438,580.95	1,114,714.00	676,133.05	39.3
NET REVENUE OVER EXPENDITURES	(105,038.26)	104,274.51	(8,623.00)	(112,897.51)	1209.3

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION #17
(Series 2021)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF
FAIRPLAY, COLORADO, GRANTING APPROVAL OF THE APPLICATION
FOR A SPECIAL USE PERMIT FOR 400 US HIGHWAY 285**

WHEREAS, on May 27, 2021, Sam Mick, via Tomi Shake acting on behalf of Mr. Mick, (hereinafter referred to as Applicant) submitted an Application to the Town of Fairplay, Colorado, for a Special Use Permit to allow the display and sale of Shed Depot USA's model sheds on his commercial zoned property located at 400 US Highway 285, Fairplay, Colorado, and

WHEREAS, the Board of Trustees at its June 21, 2021, regularly scheduled meeting did review said application and did discuss and approve of the granting of a Special Use Permit, and

WHEREAS, the Board of Trustees for the Town of Fairplay, Colorado, finds that notice of the public hearing on Applicant's application was properly and timely published and mailed as per Fairplay Municipal Code UDC Article IV, Section 16-4-10, and

WHEREAS, The Board of Trustees has evaluated the application in accordance with the standards set forth in the Fairplay Municipal Code UDC Article VI and reviewed, and considered recommendations, comments, and arguments of Town staff and the public, and

WHEREAS, the Board of Trustees finds and determines that the proposed special use will not adversely impact the neighborhood or the public safety and welfare.

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

1. The applicant's request for a Special Use Permit is hereby granted to allow the display and sale of Shed Depot USA's model sheds on the property located at 400 US Highway 285, Fairplay, Colorado.
2. The Board hereby determines that this Special Use Permit shall NOT run with the land.
3. Sheds shall be located to adhere to front, side, and rear yard setbacks.
4. Hours of pick-up and delivery are limited to Monday-Friday 9am-5pm.
5. No exterior lighting is approved as part of this permit.
6. All signage shall comply with the Town's sign regulations.
7. Access will not be permitted from US Hwy. 285.

8. The special use permit will be reviewed as necessary by Town Staff for compliance with the Town Code and the conditions of the special use permit.
9. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the Town of Fairplay, that it is promulgated for the health, safety, and welfare of the public and that this Resolution is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Board of Trustees further determines that the Resolution bears a rational relation to the proper legislative object sought to be attained.
10. Severability. If any clause, sentence, paragraph or part of this Resolution or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.
11. Effective Date. This Resolution shall become effective immediately.

RESOLVED, APPROVED AND ADOPTED this 19^h day of July, 2021.

Frank Just, Mayor

(SEAL)

ATTEST:

Tina Darrah, Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Bo Schlunsen, Police Chief
RE: Patrol Car
DATE: 13 July, 2021

The State bid for vehicles will go into effect on July 29, 2021. The quoted price from Daniels Long Chevrolet for a 2022 Chevrolet Tahoe SSV is \$39,318, as opposed to the list price of \$51,300. The cost for up-fitting would be around \$18,395. This includes a new radio which cost \$6,895 on the last vehicle.

The estimated grand total is \$57,713.

This vehicle would replace our 2010 Tahoe which has 98K miles and is wearing out.

The Internal Service Fund contains well over \$300,000.



DANIELS LONG CHEVROLET FLEET

MITCH MALTRY | 7192283520 | MMALTRY@PHILLONG.COM

[Fleet] ²⁰²² 2021 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (89) (✓ Complete)

Quote: FAIRPLAY POLICE DEPARTMENT 2022 TAHOE SSV ORDER QUOTE 6-23-2021

Quote Worksheet

	MSRP
Base Price	\$51,300.00
Dest Charge	\$1,695.00
Total Options	(\$3,673.00)
Subtotal	\$49,322.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$10,004.15)
Subtotal Discount	(\$10,004.15)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$39,317.85
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$39,317.85

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14076. Data Updated: Jun 23, 2021 12:49:00 AM PDT.



DANIELS LONG CHEVROLET FLEET

MITCH MALTRY | 7192283520 | MMALTRY@PHILLONG.COM

²⁰²²
[Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (89) (✓ Complete)

Quote: FAIRPLAY POLICE DEPARTMENT 2022 TAHOE SSV ORDER QUOTE 6-23-2021

Comments:

This quote is for the order of a 2022 Chevy Tahoe SSV as specified. Please review options for accuracy. This would be for ordering a 2022 model year.

State Bid Contract 164367

Thank You

Mitch Maltry
Daniels Long Chevrolet
Fleet/Commercial Manager
7192283520

 6-23-21

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14078. Data Updated: Jun 23, 2021 12:49:00 AM PDT



MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Public Works Director

RE: Resolution No. 18 Encroachment Agreement with Joan Zimmerman for 240 4th Street

DATE: July 15, 2021

In the summer of 2020 Gerrits Kasper, then the Town Building Inspector, interacted with Mr. Kevin O'Handley who was the tenant at 240 Fourth Street at this time. Mr. O'Handley had erected a fence without a permit from the Town. Furthermore, this fence intrudes into the Town of Fairplay's right-of-way on the northeastern edge of the property (see attached). Despite Mr. Kaspers attempts at enforcement Mr. O'Handley continued to work on the fence and completed its installation. When the property owner, Mrs. Zimmerman, was contacted she was surprised to learn of the fence installation and that Mr. O'Handley had not obtained a permit for the work.

Staff feels that the cleanest way to resolve this issue is to enter into the attached Encroachment Agreement with Mrs. Zimmerman and leave the fence up. The amount of right-of-way taken by the fence is minimal and should not pose any issues were it to remain standing. Mrs. Zimmerman has been excellent to work with and is looking to sell the property in the coming months. Mrs. Zimmerman has provided the Town with a Fence Permit Application and check containing the correct amount of monetary fees. This application has not been processed yet but will be if this Resolution is passed. The other option, should the Board choose not to approve this resolution, is for Mrs. Zimmerman to have the fence removed from the Town right-of-way.

Staff does recommend approval of Resolution No. 18 which will require a motion, second and roll call vote.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 18
Series of 2021

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN ENCROACHMENT AGREEMENT FOR 240 FOURTH STREET BETWEEN JOAN ZIMMERMAN AND THE TOWN OF FAIRPLAY, COLORADO.

WHEREAS, the Town of Fairplay Board of Trustees is willing to allow the fence on the northeast section of the 240 Fourth Street lot; and,

WHEREAS, the Town of Fairplay Board of Trustees understands that portions of this fence exist in the Town's right-of-way; and,

WHEREAS, the Town of Fairplay Board of Trustees desires to enter into an encroachment agreement to allow the fence to remain standing.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO THAT the Board of Trustees hereby authorizes the Town Administrator and/or Mayor to sign the Agreement attached hereto.

RESOLVED, APPROVED, and ADOPTED this 19th day of July 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Mayor Frank Just

ATTEST:

Town Clerk Tina Darrah

ENCROACHMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2021, by and between JOAN ZIMMERMAN (hereinafter referred to as "Owner") whose address is 240 Fourth St., Fairplay, Colorado, 80440, and The TOWN OF FAIRPLAY (hereinafter referred to as "Town") whose address is 901 Main Street, Fairplay, Colorado, 80440.

WITNESSETH:

WHEREAS, Owner holds title to a certain parcel of real property more particularly described as:

The Northeasterly 86 feet of Lots 5 and 6, Block 18, TOWN OF FAIRPLAY, according to the map thereof filed October 25, 1872, County of Park, State of Colorado.

Also known by street number as: 240 4th Street, Fairplay, CO 80440 (hereinafter referred to as the "Property").

WHEREAS, the Property is encumbered by a certain Right of Way along Hathaway Street (hereinafter referred to as the "Easement"), such Easement being for the benefit of the Town and other utilities, more particularly described as:

COMMENCING at the northeast corner of lot 8; Thence S 54°0'0" E, along the northern line of said lot 8 and lot 7, a distance of 60 feet to the northeast corner of said lot 7;

Also indicated on attached survey incorporated by reference and attached hereto as Exhibit A and referenced in said Exhibit A as: "Hathaway Street, 60' R.O.W."

WHEREAS, Owner desires to maintain an existing fence built within a portion of the Easement (hereinafter referred to as "Encroachment").

NOW, THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Town hereby consents to the maintenance of the fence by Owner of the Encroachment within the Easement, subject to the terms herein.
3. In consideration of Town's consent to the maintenance of the Encroachment within the Easement, Owner hereby agrees that in the event that Town determines that it is necessary to construct, maintain, repair, remove or replace any facilities of Town or other utilities located or to be located within the Easement, and such work requires the removal or relocation of the Encroachment in whole or in part, such removal and replacement may be done by Town or its agents or subcontractors at the sole cost and

expense of the Owner.

4. Owner hereby acknowledges that the Encroachment will hinder Town's access to the Easement and the Town's facilities and other utilities located therein and Owner hereby grants Town alternate access across the Property as may be reasonably necessary or convenient for the Town to construct, maintain, repair, remove or replace such facilities or other utilities.
5. This Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the title to the Property and will forever benefit Town and bind the Owner and all future owners of the Property, including, without limitation, their heirs, successors, legal representatives and assigns.
6. Owner for itself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold Town harmless from and against any and all liabilities, damages, claims, costs and expenses, including attorneys' fees, which may be imposed upon or asserted against Town arising from or in any way connected with the installation and maintenance of the Encroachment within the Easement.

AGREED TO by the parties on the date first set forth above.

TOWN, Town of Fairplay

By: _____
Mason Green
Public Works Director

OWNER, Joan Zimmerman

By: _____
Joan Zimmerman

TOWN ATTORNEY, Paul Wisor

Approved as to Form



MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Public Works Director

RE: Resolution No. 19 Professional Services Agreement for Engineering Services
Related to the Infiltration Gallery Project

DATE: July 15, 2021

As requested by the Board staff has been working with Mr. Hahn to develop a proposal which seeks to explore the cost, difficulty and benefits of activating the Town's dormant infiltration gallery. Mr. Hahn has further engaged two colleagues to assist in this project—Ken Hardesty and Ed Deurr—who have engineering and treatment experience outside of Mr. Hahn's skillset. Additionally, Mr. Hahn will utilize Triangle Electric which has a long history of doing work at the water treatment plant.

Staff feels this proposal reflects the communicated desires of the Board of Trustees. The proposal includes existing infrastructure review and preliminary drawings of said infrastructure, reconnaissance-level costs associated with the gallery activation, treatment methods for water produced by the gallery, review of permitting requirements, exploration into grants, loans and other funding mechanisms the Town may be able to take advantage of as well as exploration into electrical upgrades at the water plant and additional infiltration gallery testing.

Staff believes that working with Mr. Hahn, Mr. Hardesty and Mr. Duerr will be critical in understanding the challenges and benefits of activating the infiltration gallery and recommends approval of Resolution No. 19 this will require a motion, a second and a roll call vote.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 19
Series of 2021

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAHN WATER RESOURCES, LLC AND THE TOWN OF FAIRPLAY, COLORADO.

WHEREAS, the Town of Fairplay Board of Trustees desires to explore and understand the challenges and benefits of activating the dormant infiltration gallery; and,

WHEREAS, the Town of Fairplay Board of Trustees is comfortable with the scope of work outlined in the proposal; and,

WHEREAS, the Town of Fairplay Board of Trustees desires to enter into the attached professional services agreement with Hahn Water Resources, LLC .

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO THAT the Board of Trustees hereby authorizes the Town Administrator and/or Mayor to sign the Agreement attached hereto.

RESOLVED, APPROVED, and ADOPTED this 19th day of July 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Mayor Frank Just

ATTEST:

Town Clerk Tina Darrah



Professional Services Agreement

Project/Services Name: Beaver Creek Water Treatment Plant Project 2021

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated as of July 19, 2021 is entered into by and between Hahn Water Resources LLC, a Colorado limited liability company, whose business address is 6589 Elaine Road, Evergreen, Colorado 80439 ("**Contractor**") and the Town of Fairplay, Colorado, a statutory municipality of the State of Colorado ("**Town**" and, together with the Contractor, "**Parties**").

RECITALS AND REPRESENTATIONS

WHEREAS, the Town desires to have performed certain professional services as described in this Agreement; and

WHEREAS, the Contractor represents that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement and within the deadlines provided by the Agreement; and

WHEREAS, the Town desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1.0 SERVICES AND CONTRACTOR PERFORMANCE

1.1 Services and Work Product. As directed by and under the supervision of the Town Manager for the Town of Fairplay, the Contractor shall provide the Town with the services described in Exhibit A, attached hereto and incorporated herein ("**Services**"). For purposes of this Agreement, "**Work Product**" shall consist of deliverables and/or product to be created, provided or otherwise tendered to the Town as described in the Services.

1.2 Changes to Services. At any time the Town may request a change or changes in the Services. Any changes that are mutually agreed upon between the Town and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Fairplay Board of Trustees ("**Town Board**").

1.3 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town other than as a contracting party and independent contractor. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers'

compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

1.4 Standard of Performance. In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Contractor represents to the Town that the Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

1.5 Patent Indemnification. Contractor shall indemnify, defend and hold Town harmless from any and all claims, demands, and causes of action (including reasonable attorneys' fees and costs of suit) for actual or asserted infringement or actual or asserted appropriation or use by Town of trade secrets, proprietary information, know-how, copyright rights, or patented inventions included in any design or specification furnished by Contractor or arising from the use or sale of materials, equipment, methods, processes, designs and information, furnished by Contractor in connection with the Services. Contractor shall include the foregoing indemnification provision as a term of each agreement utilized by it in the performance of its work which shall extend expressly from the vendor or subcontractor to Town.

1.6 Safety. When and to the extent that Contractor or any of its employees, agents or subcontractors are working under the terms of this Agreement, Contractor will comply, and cause all its employees, agents and subcontractors to comply, with applicable safety rules and security requirements.

1.7 Qualified Personnel. Contractor will make available all qualified Contractors, drafters, technical and clerical personnel necessary to fulfill its obligations under this Agreement. Prior to commencement of work, Contractor will provide Town with the names of all Contractor personnel and their then current hourly rates, if applicable, whose services are to be employed in performance of the Services. Removal or re-assignment of personnel by Contractor will only be done with prior written approval of Town.

1.8 Removal of Personnel by Town. Town may, in its discretion, require Contractor to dismiss from performance of the Services any personnel of Contractor or any subcontractor for any reason, effective upon written notice from Town of such dismissal. Town will not be required to pay salary, or any other costs associated with dismissed personnel effective upon Contractor's receipt of notice to dismiss from Town.

1.9 Representations and Warranties. Contractor represents and warrants that the Services will be performed in a manner consistent with other reasonable professionals providing similar services under similar circumstances. Contractor will complete the Services in accordance with the Agreement and applicable United States laws, regulations, ordinances, and codes in existence at the time the Agreement is executed.

1.10 Maintenance of and Access to Records. Contractor will maintain detailed records of all matters relating to the Services during the term of the Agreement and for a period after its cancellation or termination of not less than five (5) years. Town will have the right to copy and audit during regular business hours all records of any kind which in any way relate to the Services, whether created before, during or after the termination of this Agreement. Access to such records will be provided to Town at no cost.

1.11 Colorado Open Records Act. The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. In the event of the filing of a lawsuit to compel such disclosure, the Town shall inform the Contractor and will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same

1.12 Disclosure of Adverse Information. Contractor will promptly disclose to Town any and all information which Contractor may learn, or which may have a material adverse impact on the Services or the Work Product or Town's ability to utilize the Work Product in the manner and for the purpose for which the Work Product is intended.

2.0 COMPENSATION

2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Town, the Contractor shall be authorized to commence performance of the Services as described in Exhibit A subject to the requirements and limitations on compensation as provided by this **Section 2.0 COMPENSATION** and its Sub-Sections.

A. Time and Materials Contract – Not to Exceed Amount. The Contractor shall perform the Services and shall invoice the Town for work performed based on the rates and/or compensation methodology described in Exhibit A. Total compensation (including all reimbursable expenses) shall not exceed **Twenty Eight Thousand One Hundred and Forty Dollars (\$28,140)**.

B. Reimbursable Expenses. The following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the Internal Revenue Service as a deductible business expense)
- Printing and Photocopying Related to the Services
- Charges incidental to securing needed information (e.g., charges imposed to obtain recorded documents)
- Postage and Delivery Services
- Lodging and Meals (only with prior written approval of the Town as to dates and maximum amount permitted)

C. Non-reimbursable Costs, Charges, Fees, or Other Expenses. Any fee, cost, charge, fee, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

D. Increases in Compensation or Reimbursable Expenses. Any increases or modification of compensation or reimbursable expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.

2.2 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice.

2.3 Town Dispute of Invoice or Invoiced Item(s). The Town may dispute any Contractor time, reimbursable expense, and/or compensation requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

3.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

3.1 The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the Town such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.

3.2 The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

3.3 The Contractor shall provide all the Services in a timely and professional manner.

3.4 The Contractor shall promptly comply with any written Town request from the Town or any of the Town's duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.

3.5 The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

3.6 The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

4.0 TERM AND TERMINATION

4.1 Term. The provision of services under this Agreement shall commence on 7/19/2021 and will terminate on 12/30/2021; provided, however, under no circumstances will the Term exceed the end of the current Town Fiscal year (January 1 – December 31). The Contractor understands and agrees that the Town has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise. Notwithstanding the foregoing,; the Parties may mutually agree in writing to the monthly extension of this Agreement for up to twelve (12) consecutive calendar months if such extension is approved by the Town Board and the Contractor and such extension does not alter or amend any of the terms or provisions of this Agreement.

4.2 Continuing Services Required. The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board.

4.3 Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

B. All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town; and

C. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by **Sub-Section 4.3(A)** above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.

4.4 Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this **Sub-Section 4.4**, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this **Sub-Section 4.4**, nothing in this **Sub-Section 4.4** shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

4.5 Unilateral Suspension of Services. The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the

Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement or (3) as required by law.

4.6 Reinstatement of Services Following Town's Unilateral Suspension. The Town may at its discretion direct the Contractor to continue performance of the Services following suspension. If such direction by the Town is made within thirty (30) days of the date of suspension, the Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Contractor may elect to: (1) provide written notice to the Town that such suspension is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the Town an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the Town, to provide written notice to the Town that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

4.7 Delivery of Notice of Termination. Any notice of termination permitted by this **Section 4.0 TERM AND TERMINATION** and its subsections shall be addressed to the persons identified in Section 9.17 herein and at the addresses provided therein or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

5.0 INSURANCE

5.1 Insurance Generally. The Contractor shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified in this **Sub-Section 5.1**. The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

The Contractor shall secure and maintain the following ("**Required Insurance**"):

- A.** Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance, if any, shall be endorsed to include the Town as a Certificate Holder.
- B.** Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) Dollars each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such

insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

C. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than of One Hundred Thousand Dollars (\$100,000.00) each person and each accident and for property damage of not less than Fifty Thousand Dollars (\$50,000.00) each accident with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

D. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

5.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this **Section 5.0 INSURANCE** and its subsections, insurance shall conform to all of the following:

A. For Required Insurance and any other insurance carried by Contractor ("**Contractor Insurance**"), all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.

B. For both Required Insurance and Contractor Insurance, the Contractor shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

D. For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

5.3 Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this **Section 5.0 INSURANCE** and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits 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 Contractor to the Town immediately upon

demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

5.4 Insurance Certificates. Prior to commencement of the Services, the Contractor shall submit to the Town applicable certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this **Section 5.0 INSURANCE** and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the "Project Name" as identified on the first page of this Agreement. The Town may request, and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

6.0 OWNERSHIP OF DOCUMENTS

6.1 Work Product is Property of Town. Upon complete payment for services rendered, the Work Product, as defined in **Sub-Section 1.1**, shall be deemed work made for hire and made in the course of Services performed under this Agreement and will be the exclusive property of Town. Town will have unlimited right to make, have made, use, reconstruct, repair, modify, reproduce, publish, distribute and sell the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit. Any reuse of the Work Product produced under this Agreement for any purpose not directly related to this Agreement will be at the sole risk of Town.

6.2 Obligations of Contractor's Personnel and Subcontractors. Contractor warrants it has enforceable written agreements with all of its personnel and subcontractors to be involved in performing the Services that:

- A. assign to Contractor ownership of all patents, copyrights and other proprietary rights created in the course of their employment or engagement; and
- B. obligate such personnel or subcontractors, as the case may be, upon terms and conditions no less restrictive than are contained in this **Section 6.0 OWNERSHIP OF DOCUMENTS**, not to use or disclose any proprietary rights or information learned or acquired during the course of such employment or engagement including, without limitation, any Work Product, all Contractor property and any other information pursuant to this **Section 6.0 OWNERSHIP OF DOCUMENTS**.

6.3 Assignment of Proprietary Rights. To the extent that any title to any Work Product may not, by operation of law, vest in Town, or such Work Product may not be considered to be work made for hire, Contractor hereby irrevocably transfers and assigns to Town in perpetuity all worldwide right, title and interest in and to the patent rights, copyrights, trade secrets and other proprietary rights in and ownership of, the Work Product.

6.4 Town Furnished Information. Title to all materials and all documentation furnished by the Town to Contractor will remain in the Town. Contractor will deliver to the Town any all Work Product and property, including copies thereof on whatever media rendered, upon the first to occur of:

- A. the Town's written request; or
- B. completion of the Services under this Agreement; or
- C. termination of this Agreement.

6.5 The Contractor waives any right to prevent its name from being used in connection with the Services.

7.0 CONFLICT OF INTEREST

The Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any Town official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. §24-18-109, as amended, or the Town's ethical principles.

8.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

8.1 Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

8.2 Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

8.3 Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or

8.4 Terminate this Agreement in accordance with this Agreement.

The foregoing remedies are cumulative and the Town, at its sole discretion, may exercise any or all of the remedies individually or simultaneously.

9.0 MISCELLANEOUS PROVISIONS

9.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Board or by a person expressly authorized to sign such waiver by resolution of the Town Board of the Town of Fairplay, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

9.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

9.3 Affirmative Action. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9.4 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 9.4 shall not authorize assignment.

9.5 No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

9.6 Article X, Section 20/TABOR. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Town, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9.7 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Park County, Colorado and the parties consent and agree to the jurisdiction of such courts. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

9.8 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

9.9 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of the Town Board. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by

resolution or motion of the Town Board. No assignment shall release the Applicant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

9.10 Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

9.11 Integration and Amendment. This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the Town and the Contractor.

9.12 Severability. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

9.13 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

9.14 Employment of or Contracts with Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, Contractor certifies as of the date of this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Contractor will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by such Agreement.

9.15 Non-Liability of Town for Indirect or Consequential Damages or Lost Profits. Parties agree that the Town shall not be liable for indirect or consequential damages, including lost profits that result from

the Town's declaration that the Contractor is in default of the Agreement, so long as the Town acts in good faith.

9.16 Indemnity. To the fullest extent permitted by law, Contractor shall indemnify and defend the Town, its members, affiliates, officers, directors, partners, employees, and agents (collectively referred to as the "Town" for the purposes of this Section 9.16) from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees (collectively referred to "Losses"), arising out of the performance of the Services, provided that (a) any such claim, damage, loss or expense is caused by any negligent act or omission of (i) Contractor, (ii) anyone directly or indirectly employed by Contractor or (iii) anyone for whose acts Contractor may be liable; and (b) such indemnification shall not apply to the extent that such Losses are caused by the negligence of the Town or other party indemnified hereunder. If Contractor is providing architectural, engineering, or surveying services; design; construction; alteration; repair; or maintenance of any building, structure, highway, bridge, viaduct, water, sewer, or gas distribution system, or other works dealing with construction, or any moving, demolition, or excavation connected with such construction, the extent of Contractor's obligation to indemnify and defend the Town is enforceable only to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers. If the Contractor is a person or entity providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify and defend the Town may be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and Town. The indemnification in this Section 9.16 shall be construed to comply with C.R.S. § 13-50.5-102(8) *et. seq.*

9.17 Notices. Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient. Written notice may also be provided by electronic mail which shall be deemed delivered when receipt is acknowledged by reply of the recipient.

If to the Town:

If to the Contractor:

Tina Darrah, Town Administrator 901 Main Street Fairplay, Colorado 80440 tdarrah@fairplay.org	Attention: Hannah Reiter 9892 Titan Park Circle, Unit 1 Littleton, CO 80125 hannah@starplaygrounds.com
With Copy to: Town Attorney 901 Main Street Fairplay, CO 80440	

Mason Green, Public Works Director 901 Main Street Fairplay, CO 80440 MGreen@fairplayco.us	
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10.0 AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Town of Fairplay and the Contractor and bind their respective entities.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF FAIRPLAY, COLORADO

By: _____
Frank Just, Mayor

ATTEST: _____

CONTRACTOR: HAHN WATER RESOURCES LLC

By: _____
Name:
Position:

EXHIBIT A

Project/Services Name:

July 15, 2021

Mr. Mason Green
Assistant Town Administrator and Public Works Director
Town of Fairplay, Colorado
PO Box 267
901 Main Street
Fairplay, CO 80440

Re: Proposal for Engineering Services, Beaver Creek Water Treatment Plant, Fairplay CO

Dear Mason:

I am excited to provide this proposal for engineering services for reconnaissance-level engineering of a water treatment facility in the Beaver Creek watershed. I am proposing to enlist the support of Ken Hardesty of Hardesty Engineering & Mapping, LLC, and Ed Duerr, of Ed Duerr Inc. in undertaking this work. Ken, Ed, and I have been involved in several conversations with you and your staff. Together we have a solid understanding of the existing state of the Town's water supply, and the physical and legal limitations affecting an expansion of the Town's water supply. Following completion of this work, and subject to your authorization, I anticipate that we would provide you with a proposed scope of services for a full expansion of the Town's water supply system that would include design, construction, and activation of an expanded water supply.

Background

The Town's water supply system has been the subject of multiple studies in recent years, culminating in an investigation by SGM completed in August 2020. I assisted in that investigation and am very familiar with the findings and recommendations contained in the final report. As you know, the SGM study concluded their work with a number of recommendations - several of these have already been implemented.

The existing raw water supply system that is permitted for use consists of wells 1, 2, and 3 having a combined capacity of about 145 gallons per minute (about 209,000 gallons per day) under "average" conditions. This capacity falls to 110 gpm (about 158,000 gallons per day) under condition of extended demand when the wells are required to pump at capacity for extended periods without rest. There appears to be limited or no capacity for new demands to the system.

One of the follow-up tasks recommended by SGM was to test the capacity of the infiltration gallery. Initial testing of the infiltration gallery was completed in April of this year. While the rate at which we were able to test the gallery was limited by the capacity of the temporary pumping equipment to 40 gallons per minute (gpm), the test results were very encouraging and consistent with prior testing of the gallery. The testing suggested that the gallery would be capable of pumping at least 120 gpm on a sustained basis, and likely more than this. We also obtained a water sample during the test and had the sample tested for gross chemical and physical attributes – these results were also very encouraging. I presented an overview of these results in a meeting with the Town on April 26, 2021.

The SGM study also identified 7 specific alternatives that would potentially increase the Town's supply capacity, as shown on Attachment 1 to this letter. For purposes of this letter, I have numbered these alternatives #1 through #7. The alternatives fell into three categories: ones that did not provide any redundancy to supply (#1), ones that would require application to the water court (#2, #3), and ones that would not require application to the water court (#4, #5, #6, #7). In subsequent meetings with the Town's legal counsel, Town staff concluded that applications to the water court were likely to be costly and that they would potentially put the Town's water rights portfolio at significant risk. Accordingly, alternatives requiring application to the water court were discarded. The success of a horizontal well (alternative #7 in the attached table) is uncertain, and the cost of the well combined with the cost of treatment resulted in a low ranking for this alternative in comparison with the others. Of the remaining alternatives, only two provided additional supply with a relatively high probability of success, namely: re-activating Old Well 4 (Alternative #4 in the attached table) and activating the infiltration gallery (Alternative #5 in the attached table). Both of these alternatives would be classified by the Colorado Department of Public Health and Environment (CDPHE) as groundwater under the direct influence of surface water (GWUDI) and would therefore require treatment. Together these alternatives would add at least 160 gpm to the Town's water supply (40 gpm from Well 4 + 120 gpm from the gallery), more than doubling the Town's water supply.

The SGM report concluded that the GWUDI classification would likely require "...a cartridge filtration or membrane water treatment system." We concur with this conclusion, while noting that cartridge filtration systems are far better suited to treating quantities of water much less than those produced by the Town. The SGM report suggested that such a system might typically cost between \$500,000 to \$1,500,000 – they recommended a study to assess the "...feasibility and costs of treating GWUDI classified water."

Water System Expansion

Whereas the Town has historically relied exclusively on groundwater supplies and simple chlorination, the preferred alternative for expansion of the supply will require the capacity to treat sources that are classified as GWUDI (the gallery and Well 4). Prior to committing to this path forward (water treatment plant construction project) there are several tasks that can be completed to better inform the Town's decision-making. They are:

1. Confirm recommendations on treatment methods proposed by SGM. The SGM report did not provide any information on the underlying work that led to their recommendation on use of cartridge or low-pressure membranes for treating the raw water produced by the infiltration and Well 4. Whereas we agree with the recommendation of treatment using low pressure membranes, we suggest it would be helpful to document the basis for this selection instead of (for example) conventional treatment.
2. Develop reconnaissance-level costs for design and construction of the selected treatment facility, herein assumed to be low-pressure membranes. These costs would include equipment, installation, modifications to the existing building that might be required, electrical upgrades, instrumentation and control systems, etc.
3. Follow-up testing of the gallery. It is important that the gallery be re-tested at rates equaling or exceeding its design capacity. This task would involve defining the testing protocol (for example sizing of a temporary pump, instrument requirements, monitoring requirements) for

the testing. I anticipate testing the gallery at rates of between about 120 and 200 gpm for a multi-day period. This testing will include monitoring of one or both of the of the Town's shallow wells (Wells 2 and 3) to determine the level of interference between wells and the gallery. We would also once again obtain water samples during testing.

4. Identify loan and grant opportunities that are available to fund engineering, design, and construction of the permanent plant. This task would involve identifying grants and loans that might be available for funding all or parts of the Water Treatment Plant project, the amounts of money potentially available, and the required timing for applications.

SCOPE OF WORK

The following scope of work is based on our knowledge of the project and the desire of the Town of Fairplay (Town) to upgrade the existing treatment process on-site and associated facilities located on the project site to an ultra-filtration WTP.

Task 1 – Initial Site Visit

We will conduct an initial project kick-off meeting and site visit. I anticipate this would include myself, Ken Hardesty, and Ed Duerr along with Town representatives (Mason, Chris, Warm Springs Consulting). There are several important pieces of information needed to develop a credible estimate of cost for construction of a water treatment facility. In this task we will take full advantage of information already available (such as was developed in SGM's facilities inventory) as well as information that Town staff may be able to assist with (for example the building floor plan, piping layout and details, etc.). During the site visit we will:

- Inspect the site, including the existing concrete building that will contain the new water treatment units, the on-site supply wells, the infiltration gallery, the pipeline alignment from the gallery to the plant, and any other facilities that may become relevant to the project. We will assess the topography and structures to understand design and construction challenges that may exist.
- Discuss other information that may be needed in developing conceptual-level costs for the treatment facility that may not have been inventoried in the SGM study.

Task 2 – Develop Preliminary Drawings of Existing Plant

There is limited historic documentation for the existing facilities and structures. We have portions of "as-built" drawings of the infiltration gallery and conveyance line from the gallery to the plant, although a physical inspection of the gallery revealed some discrepancies between the drawings and what was observed in the field. We are not aware of any as-built drawings for the plant itself.

We will prepare scaled drawings showing the layout of existing facilities. The scaled drawings will be to a level needed to confirm approximate dimensions and to identify general improvements that may be needed to accommodate the treatment facilities. These will show general placement of piping, access, floor plans, electrical panels, flow measurement and control equipment, chlorination facilities, below-grade pipe penetrations, etc. In our planning for this task, we have assumed that Town staff would be available to make supplemental measurements as a way of avoiding multiple site visits and multiple iterations of the drawings.

Task 3 – Permitting

Permitting requirements can have a significant impact on project feasibility and project costs. We will review requirements for permitting and identify those permits that will be critical to the project's approval (such as the location and means for disposal of the treatment waste stream) along with the probable level of effort needed to secure those permits.

Task 4 – Develop Reconnaissance-Level Cost

In this task we will develop reconnaissance-level estimate of cost for the water system expansion, to include engineering, permitting, design, cost of equipment purchases and installation, modifications to the plant, modifications to the power supply and related costs. We will also provide a reconnaissance-level estimate of annual operation and maintenance cost for this expansion. We plan to subcontract the electrical assessment to Triangle Electric (Triangle). Triangle has served the Town over a number of years and is intimately familiar with the electrical service at the plant. Triangle will review the existing service at the plant, investigate probable loads associated with a low-pressure membrane treatment facility, and identify improvements that may be required, including (if appropriate) upgrades to three-phase service. Triangle will also develop reconnaissance-level costs associated with the electrical improvements.

We understand the Town has confirmed that the conveyance pipeline connecting the infiltration gallery and the plan is intact. We will work with the Town in identifying additional investigations (such as pressure testing or camera inspection) that will confirm pipeline integrity. In the event that we find that the pipeline is compromised it may still be possible to repair the pipe by slip lining or other means, given the size of the pipeline (18 inches in diameter over most of its length).

Task 5 – Identify Availability, Timing, and Process for Obtaining Grants and/or Loans

In this task we will identify the loans and grants that may be available to the Town to fund engineering, design, and/or construction of the water treatment facility. We will prepare a summary of the specific grants and loans that are available, the amount of funding associated with each, the timing for award of the particular grant or loan, and the information required in making the application. We will also identify the supplemental information that may be required, such as project needs assessment (PNA) and environmental assessments.

Task 6 – Gallery Testing

Initial testing of the infiltration gallery suggested it would yield at least 120 gpm, based on testing for several days at a rate of about 40 gpm. Testing at 40 gpm resulted in minimal drawdown. Follow-up testing is needed to confirm the estimate of yield and to determine if the gallery is capable of significantly higher discharge. In this task, we will define the testing protocol, including discharge rate(s), duration of testing, instrumentation required during testing, water sampling needs, needs for monitoring nearby wells, etc. We will assist in the execution of this testing. I propose that this testing take place sometime in September, October, or November of this year.

PROJECT COSTS

The attached table (Attachment 2) summarizes my estimate of the cost for this work.

Please feel free to contact me if you have any questions. We look forward to working with you on this first step in expanding the Town's raw water supply.

Sincerely,

A handwritten signature in blue ink, appearing to read "William F. Hahn".

William F. Hahn, P.G.

Attachment 1. Alternatives for Expanding Capacity of the Town's Raw Water Supply (from SGM, 2020).

	Alternative	Approximate Cost	Ranking	Comment
1	Replace Well 1	\$90,000	4	No additional redundant supply.
2	Install a Supplemental Well to Well 1	\$110,000*	5	Requires Water Court application
3	File for an Alternate Point of Diversion (2 nd bedrock well)	\$110,000	3	Requires Water Court application
4	Replace Well No. 4R	\$60,000	2	Potential GWUDI, may need additional treatment
5	Activate Infiltration Gallery	\$130,000*	4	GWUDI, needs additional treatment and testing.
6	Activate Old Well 4	\$15,000*	4	GWUDI, needs additional treatment
7	Install a Horizontal Well	\$220,000*	2	Potential GWUDI, may need additional treatment

Attachment 2. Project Cost Detail

PROJECT COST PROPOSAL DETAIL										
Project Name: Beaver Creek WTP Project Project Number: TBD							Client: Fairplay Project Manager: Mason Green			
TASK DESCRIPTION	Hardisty		Deurr		Hahn		Other Direct	TOTAL LABOR HRS	TOTAL LABOR COST (\$)	TOTAL COST (\$)
	LABOR	COST	LABOR	COST	LABOR	COST				
Task 1 – Initial Meeting and Site Visit										
1.1 Project Kick-off Meeting / Site Inspection	6	\$990	6	\$990	6	\$990	\$180	18	\$2,970	\$3,150
Task 1 Totals	6	\$990	6	\$990	6	\$990	\$180	18	\$2,970	\$3,150
Task 2 – Reconnaissance-Level Drawings										
2.1 Supplement Building Inspection/Measurements	6	\$990	0	\$0	0	\$0	\$60	6	\$990	\$1,050
2.3 Drawings	16	\$2,640	4	\$660	2	\$330	\$0	22	\$3,630	\$3,630
Task 2 Totals	22	\$3,630	4	\$660	2	\$330	\$60	28	\$4,620	\$4,680
Task 3 – Identify Permitting Requirements										
3.1 Identify Permitting	2	\$330	8	\$1,320	2	\$330		12	\$1,980	\$1,980
3.2 Summary Memorandum	2	\$330	4	\$660	2	\$330				
Task 3 Totals	4	\$330	8	\$1,320	2	\$330	\$0	12	\$1,980	\$1,980
Task 4 – Develop Reconnaissance-Level Cost										
4.1 Facilities Cost	2	\$330	12	\$1,980	2	\$330		16	\$2,640	\$2,640
4.2 Building/Piping Modifications	8	\$1,320	4	\$660	2	\$330		14	\$2,310	\$2,310
4.3 Electrical, Instrument/Control (incl. Triangle Electric)	2	\$330	2	\$330	0	\$0	\$5,400	4	\$660	\$6,060
4.4 Recon Level Est of Cost Memorandum	4	\$660	4	\$660	2	\$330		10	\$1,650	\$1,650
Task 4 Totals	16	\$2,640	22	\$3,630	6	\$990	\$0	44	\$7,260	\$12,680
Task 5 – Availability, Timing, Process for Grants/Loans										
5.1 Identify CDPHE permitting requirements	4	\$660	12	\$1,980	2	\$330		18	\$2,970	\$2,970
Task 5 Totals	4	\$660	12	\$1,980	2	\$330	\$0	18	\$2,970	\$2,970
Task 6 – Gallery Testing										
6.1 Testing Protocols	0	\$0	0	\$0	4	\$660	\$0	4	\$660	\$660
6.2 Assist in Gallery Testing	0	\$0	0	\$0	8	\$1,320	\$60	8	\$1,320	\$1,380
6.3 Memorandum Summarizing Testing /Gallery Capacity	0	\$0	0	\$0	4	\$660	\$0	4	\$660	\$660
Task 6 Totals	0	\$0	\$0	\$0	16	\$2,640	\$60	16	\$2,640	\$2,700
TOTALS	52	\$8,260	52	\$8,580	34	\$5,610	\$300	136	\$22,440	\$28,140



MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Public Works Director

RE: Staff Report

DATE: July 15, 2021

Well, it's been a busy summer! We are nearly complete with our picnic restoration project at the campground, we have been fixing potholes at least one day per week and we are really focused on keeping the sidewalks swept and policing tall plant growth on public property. We are also enjoying our role in seasonal events, and I have had Julie right a report about them for you as well.

One exciting thing that occurred recently was that Donovan, Chris, Marty and Keith were able to find and exercise valves at the water plant which got water from the infiltration gallery to run to the water treatment plant chamber. They were then able to exercise the correct blowoff valve to get the water to run out of the plant and into the discharge pond. This is excellent news for several reasons. First, we got full flow from the gallery to the plant meaning that the water line is likely intact. Secondly, the water did not need any boost/pump to get from the gallery to the treatment plant. Lastly, after flushing, the water coming through was very clear.

There is a lot going on so please ask me questions if there is something else you would like to talk about



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

MEMO

Date: July 13, 2021

To: Town of Fairplay, Board of Trustees

From: Julie Bullock, Special Events Coordinator

Re: Summer Event Update

What a whirlwind summer it has been already. Our community and visitors have shown great support at the two events that we have already had this year, Brat-T-Gras and the Independence Day Celebration.

Brat-T-Gras Community Block Party

While rain was certainly a factor at the Brat-T-Gras Community Block Party in June, we still had a great event! We had four participating restaurants. People were seen wearing Mardi Gras masks and beads and going in and out of the businesses all evening. Our musical entertainment was great although Split Window did get a bit of a late start due to rain. Our beer and wine tent was up and running and brought in \$1,546 in sales. The atmosphere was very positive and the community was happy to get out and enjoy some music.

Independence Day Celebration

Our Independence Day Celebration was extremely large this year and the weather was great! We kicked off the day with the annual Burro Buster 5k scholarship run. We had 56 runners and were able to adorn them with prizes from High Alpine Sports which were donated to the event, about \$400 worth of items! The Strut Your Mutt competition was larger than I have ever seen before. While most categories in the dog show brought in about 10 entries the "Patriotic" category brought in 24 entries! We had over 50 dogs participate and were able to raise about \$104 for the Good Samaritan Fund for Animals with donations. Strut Your Mutt was again sponsored by High Paw Pet Supplies and DogWorks Creative K9 Fitness, in fact Marcia McMahon from DogWorks has been running the event since 2019 to help us out!

Our parade had 16 entries, which is large for this event! We had some kids face tattooing going on, a sidewalk chalk contest and lots of red, white and blue pinwheels to hand out to the kids. The pinwheels were donated by Rocky Mountain Rural Health. We had three food trucks and probably could use another one next year. They included Chef Charles Southern Style BBQ, The Dawg Haus and Silver Spur

"Where History Meets the High Country"

Sodas and boy were they busy and happy! Volunteers in the beer and wine tent were hopping! We brought in \$5,529 in sales! Narrow Gauge, our band for the evening out of Denver, did a fabulous job and there was barely any room on the dancefloor! The fireworks went off without a hitch and boy am I glad we found Fielding Heckendorf, our local demolition and fully certified pyrotechnician! He was wonderful to work with and very safety conscious.

Burro Days

As you know, the 72nd Burro Days is right around the corner, July 23-25, 2021. We are gearing up for a full schedule of activities throughout the weekend. On Friday, we will start serving beer and wine across from the band tent on 5th St. at 5pm and continue through to the end of the concert. We have a fun high energy blues band, *The Outliers*, playing from 6pm – 9pm and our food vendors will be open for business.

Saturday, the art, craft and food vendors will open at 9:30am. Weigh-in for the Llama Rama race (one llama and a team of runners in funny costumes) will begin at 8am with the race starting at 10am. They are running a modified two-mile race this year along the river and the entire course can be seen from Front Street while looking down at the Beach area. Following the Llama Rama, there will be a free Llama Lunacy for small children to lead llamas through a simple obstacle course. New this year, Rocky Mountain Rural Health is having a Llama Rally that will start in front of the Silver Scoop Creamery and finish at the Hand Hotel. Adults can join the fun by making a donation to team up with a llama and race it through obstacles set up on Front Street. Rocky Mountain Rural Health is generously donating all the proceeds to the Town of Fairplay for our Burro Buster 5k scholarship fund.

In Alma, the 44th Kid's Pack Dog Race will be starting at 10am. This is a fun run for kids 12 and under. It is sponsored by High Paw Pet Supplies, DogWorks Creative K9 Fitness and the Kaplan Family. Carol Davis founded this race along with Al Baumgartner in 1976. She has coordinated every single race since its inception, but this will be her last year. At the age of 82 she feels it is time to retire from dog racing! Marcia McMahon from DogWorks has been shadowing her and will be taking over as the coordinator after this year. I will be attending the race to present Carol with flowers and a formal "thank you." Just a side note, the Town did present Carol and Al with beautiful plaques on the 40th anniversary of the dog race in 2016. Also at 10am, there will be goat yoga on the Old Courthouse lawn taught by Wendy Snapp.

Starting at 2pm there will be an Equine Talent Show at the Park County Fairgrounds. This event is being organized by Julia Anderson for the Middle Way Horse Sanctuary. After the vendors close down at 4pm we will present another concert in the tent on 5th Street from 4pm – 6pm with Todd Johnson and the Breaking Blues Band out of Summit County. Our beer and wine tent will be open from 11am – 6pm fully staffed with volunteers.

Sunday will begin with a pancake breakfast at the high school from 7am – 10am, Cowboy Church on the lawn at 9am and the 72nd World Championship Pack Burro Race! We are excited to present Hallie Denman, who will sing the National Anthem before the start of the race. The long course runners will start at 10:15am and the short course runners will start at 10:30am. We never really know if the course will be altered due to snow until we lay it out but typically the long course will be 29+ miles and the short course will be 15 miles. Currently we have 49 burro teams registered for the race. I expect we will

"Where History Meets the High Country"

settle in between 85 and 100. Ralph Herzog, our race director of more than 30 years is also handing off the baton to the Human Potential Running Series owner, John Lacroix this year. John is extremely familiar with the terrain in our area and very knowledgeable about race directing. He is honored to be volunteering his time to the Town as the new Race Director for the World Championship Pack Burro Race. He started training with Ralph last year and will continue into this year's race and beyond. I'm working on a little something to honor Ralph before the race begins.

Following the burro race start will be the Burro Days parade at 11:30am. Line up is 10:45am. We are looking forward to a great parade as always!

In addition to all the vendors throughout the weekend the kids adventure zone area will be up and running with inflatable rides, there will be live music with many talented musicians at the Gazebo, free gold panning with the Gold Prospectors of Colorado, a 4H petting zoo and gunfights with not only the Reynolds Gang but this year the Park County Regulators will also be attending Burro Days to help with crowd control for the start of the burro race on Sunday. We may see a few skits performed as well!

How could there be more, right? Well, the Fairplay Gem, Mineral and Jewelry Show will be going on Thursday through Sunday during Burro Days too. 25-30 vendors will be set up at the River Park Event Site from 9am – 5pm daily. They decided to give this time slot a go as they usually come in June. Most of the vendors will arrive on Monday next week and enjoy the River Park Event Site for camping and patronize our local restaurants, bars and shops while they are here.

There are a few activities that we are not having during Burro Days this year. The Rocky Mountain Llama Association decided to cancel the Pack Llama race (one llama and one runner) because they could not get enough volunteers to put on the event. They are hopeful that next year the race will return. We also decided that due to the small area inside the historic jailhouse and the short amount of time to prepare, we would not present the Burro Days Museum this year. It will return next year as we are always getting more historic items to preserve and showcase in the museum and the burro racers are anxious to talk with more of the community about racing again. Unfortunately, I did have to cancel this year's Outhouse Race. We had no entries as of July 9th and the deadline for registration was June 25th. I gave it as long as I could before we would have had to order t-shirts, awards, etc. The Outhouse Race will return in 2022. Finally, Rocky Mountain Rural Health made the decision to cancel the annual Barn Dance at the American Legion due to the lingering COVID concerns as did the Bayou Salado Rendezvous committee. Both have expressed their desire to return next year.

I know many will miss some of these activities during Burro Days but gosh, there is still so much going on for our community and visitors to enjoy that weekend!

Hazel Miller Concert

Finally, Hazel Miller and the Collective will be returning to Fairplay for our August concert on the 27th! She is very excited to be coming back and can't wait for her personal bowl of peaches and ice cream! Plans for this event are still evolving and will be announced as more is known. Hazel's concert will be a great way to close out our 2021 summer events!

“Where History Meets the High Country”



MEMORANDUM

TO: Town of Fairplay Board of Trustees

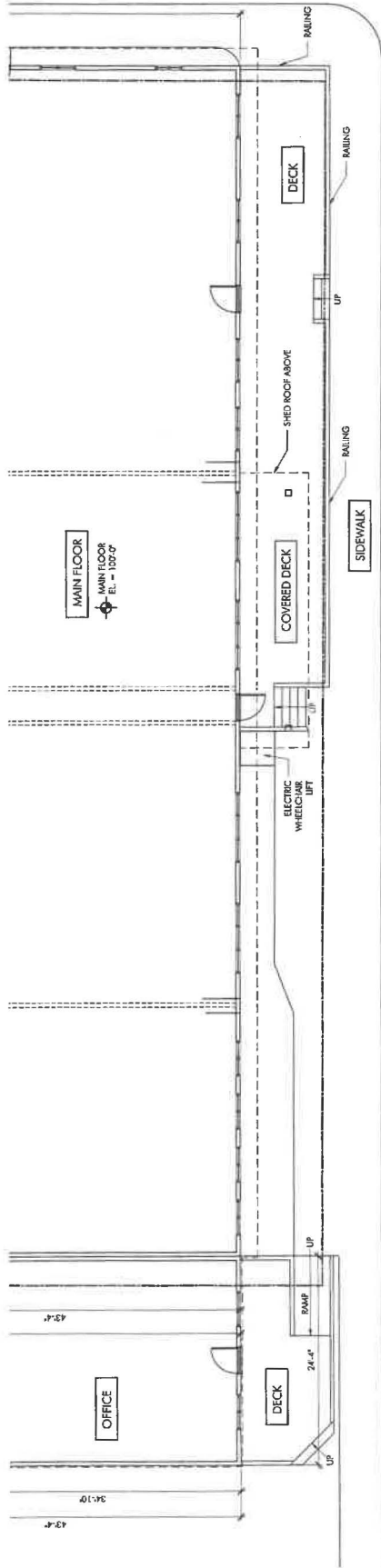
FROM: Mason Green, Public Works Director

RE: Worksession: 501 Main Street Façade

DATE: July 15, 2021

Staff has been working with Mr. Will Crago of Equilibrium Architecture to come up with a design for the 501 Main Street Façade. Much of the conversation has been related to keeping a historical feel as the intersection of 5th and Main has been discussed prior as one of the gateways for our community. Additionally, staff and Mr. Crago has found the access to the building off of Main Street to be an important topic.

Mr. Crago has prepared bird's eye view options to show various methods by which the access to the building off of Main Street could be achieved in a manner conducive with ADA Standards as well as an elevation level view showcasing the façade. Staff is looking for the Board to provide direction for staff and Mr. Crago regarding the type of building access desired as well as commentary on façade design.



ELECTRIC LIFT OPTION

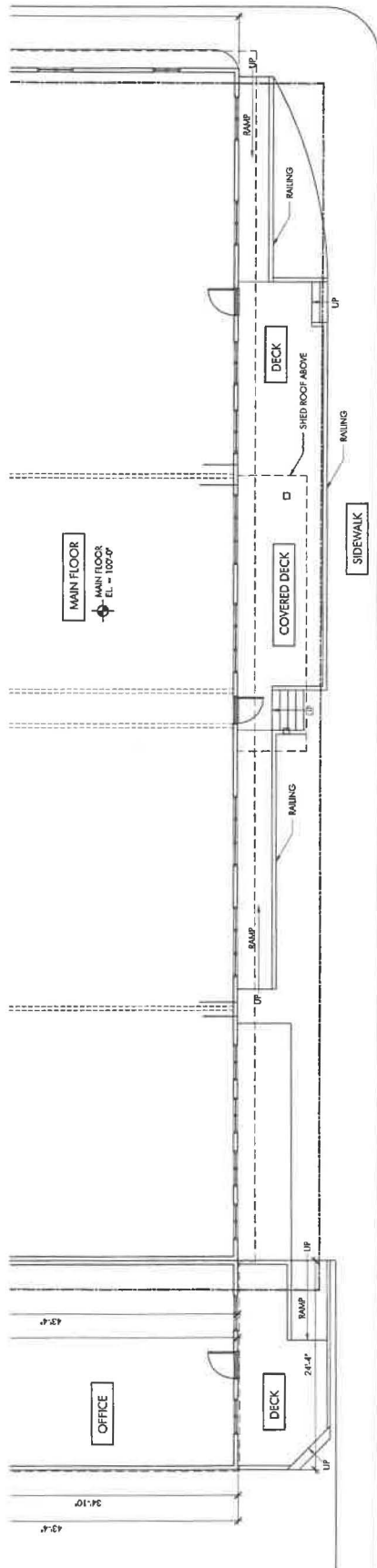
MAIN STREET



PROPOSED MAIN FLOOR PLAN

1
A201

SCALE: 1/8" = 1'-0"



OFFICE

34.10

43.4.

DECK

RAINP

241

118

— RAMS —

— DP

ECK

1030

1030

RAWLING

1

15

01110

11

25

MAIN FLOOR

MAIN FLOOR
FLOOR

MAIN



SPLIT RAMP OPTION

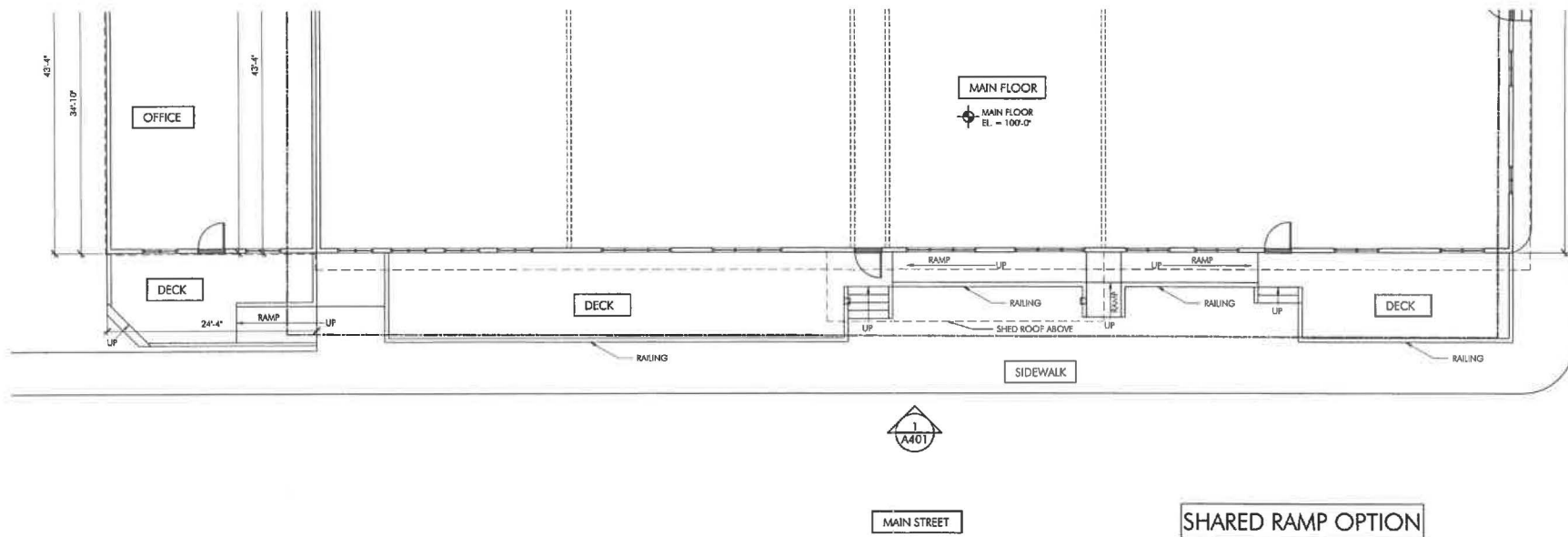
MAIN STREET



PROPOSED MAIN FLOOR PLAN

Year	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

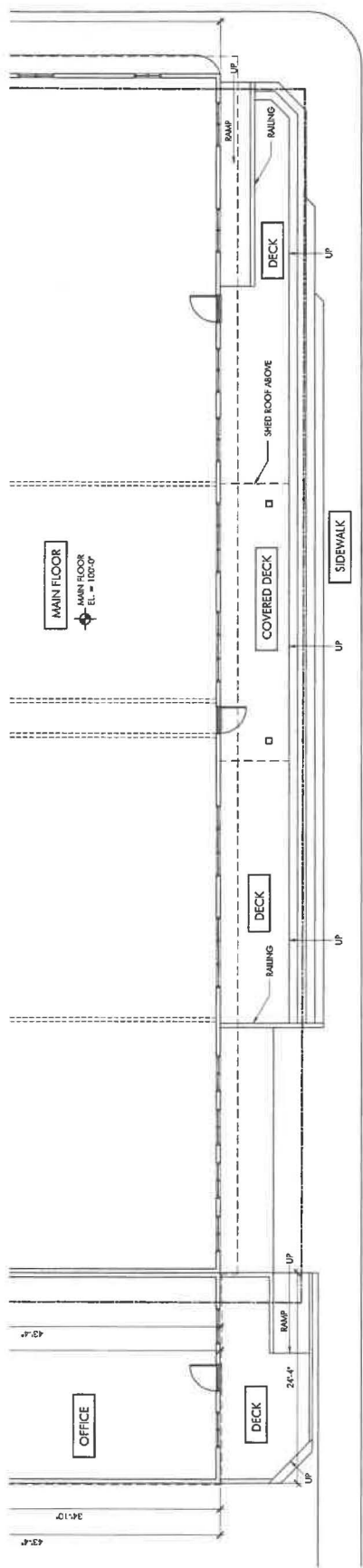
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1
A201

PROPOSED MAIN FLOOR PLAN

SCALE: 1/8" = 1'-0"



MAIN FLOOR
MAIN FLOOR
EL. = 100'-0"

MAIN FLOOR
MAIN FLOOR
EL. = 100'-0"

MAIN FLOOR
MAIN FLOOR
EL. = 100'-0"

OFFICE

DECK

RAILING

COVERED DECK

SHED ROOF ABOVE

Eck

RAILING

SIDEWALK

SINGLE RAMP OPTION

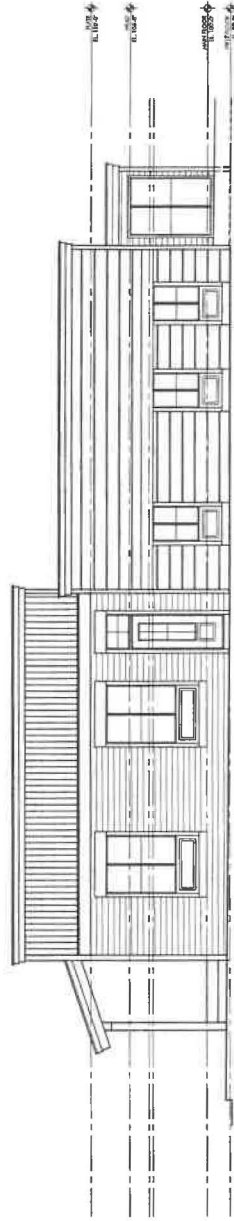
MAIN STREET



PROPOSED MAIN FLOOR PLAN

SCALE: 1/8" = 1'-0"

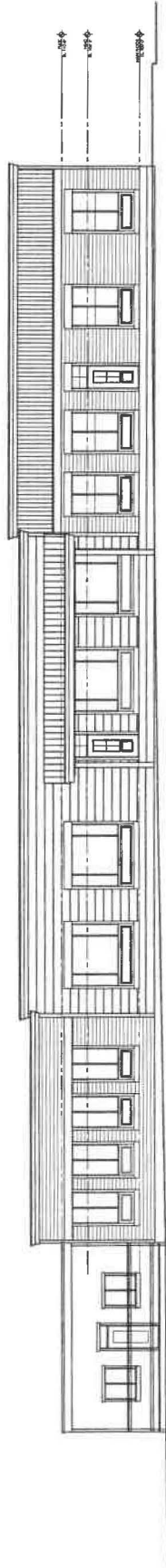
1
A2011
A201



2
A401

PROPOSED NORTHWEST ELEVATION

SCALE: 1/8" = 1'-0"



1 PROPOSED NORTHEAST ELEVATION

A401

SCALE: 1/8" = 1'-0"





**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, July 19, 2021 at 6:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay Colorado**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. APPROVAL OF MINUTES** –June 18, 2021 and June 21, 2021
 - B. APPROVAL OF EPENDITURES**—Approval of bills of various Town funds in the amount of **\$503,065.51.**
 - C.** Should the Board Approve Adoption of Resolution No. 17, series of 2021, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO GRANTING APPROVAL OF THE APPLICATION FOR A SPECIAL USE PERMIT FOR 400 US HIGHWAY 285.”?**
- VI. CITIZEN COMMENTS**
- VII. UNFINISHED BUSINESS**
 - A.** Formal Direction Regarding Purchase of Police Vehicle
 - B.** Other Discussion Items.
- VIII. NEW BUSINESS**
 - A.** Should the Board Approve Adoption of Resolution No. 18, series of 2021, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN ENCROACHMENT AGREEMENT 240 FOURTH STREET BETWEEN JOAN ZIMMERMAN AND THE TOWN OF FAIRPLAY, COLORADO .”?**
 - B.** Should the Board Approve Adoption of Resolution No. 19, series of 2021, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAHN WATER RESOURCES, LLC AND THE TOWN OF FAIRPLAY, COLORADO .”?**
 - C.** Discussion Regarding Town Administrator Position
 - D.** Other New Business.
- IX. BOARD OF TRUSTEE AND STAFF REPORTS**
- X. WORKSESSION REGARDING 501 MAIN STREET BUILDING**
- XI. ADJOURNMENT**

Upcoming Meetings/Important Dates

Burro Days Event	July 23-25, 2021
Regular Board Meeting	August 2, 2021
Regular Board Meeting	August 16, 2021

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, July 15, 2021.

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