AGENDA for a Regular Meeting of the Board of Trustees of the Town of Fairplay, Colorado Monday, September 19, 2022 6:00 p.m. Fairplay Town Hall Board 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 OF PRIOR MEETING** – August 15, 2022.
   B. **APPROVAL OF MINUTES OF PRIOR MEETING** – August 29, 2022.
   C. **APPROVAL OF EXPENDITURES** – Approval of bills for various Town funds in the amount of **$88,841.59.**
VI. **CITIZEN COMMENTS**
VII. **PROCLAMATIONS, PRESENTATIONS AND UPDATES**
   A. Presentation of Burro Days 2022 Material Composition & Diversions Report by Kat Slaughter, VERT Sites, LLC.
VIII. **NEW BUSINESS**
   A. Should the Board approve the adoption of Resolution No. 34, Series of 2022, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONTRACT WITH ACE CORING AND CUTTING, LLC FOR CONSTRUCTION OF THE COHEN PARK BASKETBALL COURT.**"?
IX. **UNFINISHED/OTHER BUSINESS**
   A. Discussion regarding Town of Fairplay 2022 Bonus Pay and 2023 Employee Salaries and Benefits.
X. **STAFF AND BOARD OF TRUSTEE REPORTS**
XI. **EXECUTIVE SESSION:** Pursuant to C.R.S. Section 24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators and/or for the purpose of personnel matters under C.R.S. Section 24-6-402(4)(f), regarding Intergovernmental Agreement(s) with Park County.
XII. **ADJOURNMENT**

Upcoming Meetings/Important Dates

CML District #4 Fall Meeting – Woodland Park	September 28, 2022
Fairplay Board of Trustees Regular Meeting	*October 3, 2022*
Fairplay Board of Trustees Regular Meeting	*October 17, 2022*
Haunted Museum Trick or Treat & Boys & Girls Halloween Spooktacular	October 31, 2022

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and on The Town of Fairplay Website (www.fairplayco.us) on Friday, September 16, 2022. THIS AGENDA MAY BE AMENDED

MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
AUGUST 15, 2022

CALL TO ORDER – REGULAR MEETING

A Regular Meeting of the Board of Trustees for the Town of Fairplay was called to order by Mayor Frank Just on Monday, August 15, 2022, at 6:00 p.m. in the Board Room located in the Fairplay Town Hall at 901 Main Street, having previously been posted in accordance with Colorado Open Records law.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Just proceeded with the pledge of allegiance, followed by the roll call, which was answered by Mayor Frank Just, Mayor Pro Tem Scott Dodge and Trustees Isaiah Goodreau and Pete Lynn. Mayor Just announced that Trustee Voorhis had provided notice that he would not be in attendance and was excused.

Staff in attendance were Town Administrator / Town Clerk Janell Sciacca, Town Treasurer Kim Wittbrodt, Public Works Director Donovan Graham and Chief of Police Bo Schlunsen.

APPROVAL OF AGENDA

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

CONSENT AGENDA

A. APPROVAL OF EXPENDITURES – Approval of bills for various Town funds in the amount of **$196,778.04.**

Town Administrator Sciacca reviewed several large expenses. She reported that the purchase and costs associated with digital radios were approved by the Board as part of the budget process and 6 digital handheld units were received. Programming was yet to be done, but the entire purchase was under budget and the Public Works staff were now able to communicate directly with County Departments (Sheriff, Dispatch, Public Works) as well as Town Hall, thereby largely increasing Staff safety. She noted the other major expense included in the current listing was for the completion of Cohen Park.

Motion #2 by Mayor Pro Tem Dodge, seconded by Trustee Goodreau, to approve the Consent Agenda as written. A roll call vote was taken: Goodreau – aye, Dodge – aye, Just – aye, Lynn – aye. Motion carried unanimously.

CITIZEN COMMENTS – None.

NEW BUSINESS

A. Should the Board Approve a proposal from Hunn Planning & Policy, LLC and Wilson Williams, LLP for services to update the Town of Fairplay Unified Development Code (UDC)?

Town Administrator Sciacca provided reviewed the Staff Report providing a brief history of the matter. She noted the attendance of both Scot Hunn and Nina Williams by Zoom. Sciacca reported these services would be included in the regular professional service fees and did not require a separate agreement. Hunn stated that there was a clear understanding of the desire and need for this process to get the code cleaned up. Mayor Just inquired what the prioritization was. Hunn replied it would be one article or section as a time, but there would be some crossover. The goal was to work with internal staff and Town consultants and then bring ordinances forth individually, focusing on the PUD process first. Mayor Just also inquired about the overall expense versus an hourly rate and stated the desire to see a figure so the Board has some idea of the not to exceed costs.

Motion #3 by Mayor Pro Tem Dodge, seconded by Trustee Lynn, to approve the proposal from Hunn Planning & Policy, LLC and Wilson Williams, LLP for services to update the Town of Fairplay Unified Development Code (UDC) as presented with Staff to bring back a generalized idea of not to exceed ballpark costs to the Board for budgetary purposes. A roll call vote was taken: Goodreau – aye, Dodge – aye, Just – aye, Lynn – aye. Motion carried unanimously.

PUBLIC HEARINGS

A. Should the Board Approve the adoption of Resolution No. 32, Series of 2022, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROPERTY IMPROVEMENT INCENTIVE AGREEMENT WITH MOLLY DOELL FOR 240 FOURTH STREET DRIVEWAY PROJECT.**"?

Mayor Just announced the topic and form of the Public Hearing at 6:22 p.m. Treasurer Wittbrodt presented the Staff Report and recommended approval. Just opened the floor to public comment. Applicant Molly Doell provided an overview of her plan to improve the driveway at 240 Fourth Street by removing a water feature and improving the driveway with gravel. Just closed the floor to comment and thanked former Town Attorney Lee Phillips for authoring the program which significantly helped improve properties throughout the Town.

Motion #3 by Mayor Pro Tem Dodge, seconded by Trustee Goodreau, to adopt Resolution No. 32 approving a Property Improvement Incentive Agreement with Molly Doel for 240 Fourth Street as presented. A roll call vote was taken: Goodreau – aye, Dodge – aye, Just – aye, Lynn – aye. Motion carried unanimously.

UNFINISHED/OTHER BUSINESS – None.

STAFF AND BOARD OF TRUSTEE REPORTS

Town Administrator Sciacca noted Staff Reports will be part of the August 29 packet. Chief Schlunsen did not his new patrol vehicle was delayed due to a radio that could not be installed and hail damage. Sciacca also noted the Code Enforcement report would be forthcoming.

Public Works Director Graham reported crews were working on water leaks and Sciacca added Staff would have the updated water report on August 29 as well.

Trustee Goodreau stated the natural gas project was coming along and they were waiting to hear back from CDOT on utilizing the bridge instead of boring under the river and they would be boring across Prather's parking lot soon. He stated CNG would reach out to the Town when it came time to shut off Town Hall.

Mayor Just noted false reports of vandalism at Cohen Park and Graham stated there was a part broken off that the crews repaired but that might have been faulty installation instead. Trustee Goodreau inquired if anyone else had experienced random honking incidents outside their homes. He said it had happened several times but he had not been able to see a particular vehicle and he could also hear the honking in the distance. No other Board members indicated they had any similar experience.

Mayor Just read an email into the record from Daigen Springer wanting to use the Town's baseball field for the Grizzly team's football practice. There were no concerns and Wittbrodt stated there was a process for reserving the field so as to eliminate conflicts with soccer.

Sciacca reminded that the regular meeting that would have fallen on Monday, September 5, was actually Labor Day and the Board previously agreed to move that meeting to August 29, 2022, at 6:00 p.m.

ADJOURNMENT There being no further business before the Board, Mayor Just declared the Regular Meeting adjourned at 6:36 p.m.

WORK SESSION TO DISCUSS TOWN OF FAIRPLAY BUDGET AND PROJECT PRIORITIES. The Board of Trustees and Staff reviewed the status of projects for the current budget year and then obtained input from the Mayor and Trustees. The Work Session adjourned at 8:23 p.m.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

____
Frank Just, Mayor

ATTEST:

____
Janell Sciacca, Town Clerk

MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
AUGUST 29, 2022

CALL TO ORDER – REGULAR MEETING

A Regular Meeting of the Board of Trustees for the Town of Fairplay was called to order by Mayor Frank Just on Monday, August 29, 2022, at 6:00 p.m. in the Board Room located in the Fairplay Town Hall at 901 Main Street, having previously been posted in accordance with Colorado Open Records law.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Just proceeded with the pledge of allegiance, followed by the roll call, which was answered by Mayor Frank Just, Mayor Pro Tem Scott Dodge and Trustees Isaiah Goodreau and Pete Lynn. Mayor Just advised that Trustee Josh Voorhis would be arriving late.

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

APPROVAL OF AGENDA

Town Clerk Sciacca advised that Staff had received a request from David Axelrod, owner of Highside Brewing, to defer parking and landscape improvements required under the Unified Development Code in order to open for Labor Day weekend and Staff was requesting addition of the item as X. Other Business, Item B, and. She advised the request was a request that was allowed by code. Mayor Pro Tem Dodge announced that the Homeowners' Association group listed under Citizens Comments was his neighborhood and stated that he did not feel a need to recuse himself. Town Administrator Sciacca agreed stating the Board would not be taking any action on a Citizen Comment item.

Motion #1 by Mayor Pro Tem Dodge, seconded by Trustee Goodreau, that the agenda be adopted as written and amended with the addition of Other Business, Item B., consideration of request by Highside Brewing to defer parking and landscape improvements for 1 Year. A roll call vote was taken: Goodreau – aye, Dodge – aye, Just – aye, Lynn – aye. Motion carried unanimously.

CONSENT AGENDA

A. **A. APPROVAL OF MINUTES OF PRIOR MEETING** – June 6, 2022.
B. **B. APPROVAL OF MINUTES OF PRIOR MEETING** – June 20, 2022.
C. **C. APPROVAL OF EXPENDITURES** – Approval of bills for various Town funds in the amount of **$25,830.61**.

Motion #2 by Mayor Pro Tem Dodge, seconded by Trustee Lynn, to approve the Consent Agenda as written. A roll call vote was taken: Goodreau – aye, Dodge – aye, Just – aye, Lynn – aye. Motion carried unanimously.

CITIZEN COMMENTS

Jim Dexter, 1140 Meadow Drive, Fairplay, addressed the Board reviewing the letter submitted for the packet which addressed a building permit issued for Lot 13 of Beaver Meadows, or 1255 Meadow Drive. Dexter advised he and multiple other homeowners felt the permit allowed a home that was in conflict with the development's covenants, specifically the square footage and the look. Dexter asked that the Town reconsider the granting of the permit and not allow the home to be built in their subdivision. Mayor Just asked Building Official Kyle Parag to comment on the request. Parag advised that while the permit was issued prior to his contract with the Town, the home meets all the building codes and regulations that the Town has in place and the Town does not regulate aesthetics. Town Administrator Sciacca added that the realtor selling the lot should have provided the HOA documents to the buyer and any active HOA group should have known about the transaction and it was incumbent on that group to reach out to new property owners to make sure they have the pertinent information. Sciacca then advised that Staff would follow up with the Town Attorney. Mayor Just stated that in reading the HOA documents provided by Dexter it came to his attention that there was an Architectural Review Committee. He stated that the committee had more power than the Town in this situation with 100% enforcement power. Trustee Voorhis, who arrived at the meeting during discussions, advised that he had personal experience with an issue like this and it ended up being a civil matter and the HOA could potentially seek an injunction. Dexter thanked the Board and stated they would contact their attorney. Sciacca advised that she wanted to confirm for the record receipt of an email from Sri Komakula of 1319 Meadow Drive on this subject making the same request. She responded to Komakula acknowledging receipt.

PROCLAMATIONS, PRESENTATIONS AND UPDATES

A. Presentation from Town Building Official Kyle Parag regarding adoption of 2018 International Building Code by the Town of Fairplay.

Town Building Official Parag presented an overview of the Staff Report and draft document in the packet for moving the Town to the 2018 code. He noted the Town had the option to go all the way to the 21 series but there were a few things that could be difficult in the 21 series. He also noted the Fire Department, and the other local jurisdictions were going to the 18, so in the sake of consistency he recommended to stick with the 18 series moving the Town from 12 series, which was four cycles behind. Parag reviewed some of the more pertinent changes for the Board and viewing public. Mayor Just inquired if the new code only applied to remodels and new construction and Parag agreed, stating changes only come in to effect when someone pulls a building permit and the current code only applies to the actual scope of work. Parag introduced energy code expert Hope Medina of Shums Coda to provide an overview of laws going into effect soon along with each one's impact. She also recommended moving to the 18 Energy Code. Parag next addressed the Fire Code introducing Chuck Lanoue, Southwest District Chief of the Colorado State Fire Service Department of Fire Prevention and Control, and Kim McDonald, Fire Marshal, North West Fire Protection District. Parag stated that the Fire Code is the complete copy of what Northwest Fire District is recommending with all of their amendments including amending out the requirement for sprinkler systems in residential buildings unless they hit 6000 square feet or more and adding Appendix P, the WUI (Wildland Urban Interface) code. Following clarifying discussions regarding the fire code, stove pipe heights, and fence heights and permits, Parag stated that he would be recommending adoption with a future effective date so Staff would have time to put some supporting materials in place. Mayor Just thanked Parag for all his hard work on this subject and requested he put something together to bring back for formal adoption. Fire Marshal McDonald stated NWFPD would move up to the 2018 as soon as the Town did, and he thanked Parag and Sciacca for all the collaboration and allowing them to have input and be part of the process. Sciacca echoed McDonald's comments about NWFPD. Just commended Parag stating he had done a tremendous amount of work in a very short time and it is what the Town needed to get caught up and then move out in the front of issues.

NEW BUSINESS

A. Should the Board Approve a Memorandum of Understanding between the Town of Fairplay and the City of Cripple Creek for the transfer of use of one (1) transit vehicle associated with Federal interest**.**"?

B. Should the Board Approve a Memorandum of Understanding between the Town of Fairplay and the Cripple Creek Care Center for the transfer of use of one (1) transit vehicle associated with Federal interest**.**"?

Town Administrator Sciacca presented an overview of the Staff Report on both New Business items A & B noting that the only reason there were two agreements was because each bus was being transferred from a different entity. She introduced Cripple Creek Transportation Director Ted Schweitzer stating he was invited over to answer any questions that she could not. Sciacca reminded the Board she had brought this opportunity up several times earlier in the year and really felt this was a great opportunity to obtain some buses for no cost in order to implement a transit system for Fairplay which could be a huge benefit to the community. She stated that the Town Attorney reviewed the agreements and had no concerns. Sciacca recommended approval of both agreements as presented. She added that while the Town missed the Super Call for federal funding, CDOT really wanted to see transit services in Park County and had advised they were looking for funding to help the Town out in 2023. Mayor Just stated that he felt this was a really good opportunity. Schweitzer stated that Cripple Creek had provided maintenance for both vehicles, and both would arrive at the Town in great shape as they were required to be taken care of within Federal standards. He also noted the only reasons they were available was because the City of Cripple Creek received 2 new buses and the Cripple Creek Care Center closed its doors. Just inquired about Cripple Creek's service and available funding. Schweitzer replied the Town would want to go after 5311 funding for administration and operations which was $150,000 in rural areas with a 80/20 match for admin and 50/50 for maintenance. He reviewed Cripple Creek's service which runs 7 days / week from 7AM to 7PM with on demand service for school children, 3 daily runs to/from Victor and Wednesday runs to Woodland Park. He also noted Cripple Creek runs a seasonal Trolley. He also noted that there were regional conversations about Fairplay with interest in transit services for Park County. Sciacca advised that Schweitzer had also graciously agreed to help the Town set up its program if the bus transfers were approved. There Board was generally pleased with the proposal.

Motion #3 by Trustee Voorhis, seconded by Trustee Lynn, to approve a Memorandum of Understanding between the Town of Fairplay and the City of Cripple Creek for the transfer of use of one (1) transit vehicle with Federal interest, and to approval a Memorandum of Understanding between the Town of Fairplay and the Cripple Creek Care Center for the transfer of use of one (1) transit vehicle associated with Federal interest as presented. A roll call vote was taken: Goodreau – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

PUBLIC HEARINGS

A. Should the Board Approve the adoption of Ordinance No. 10, Series of 2022, entitled, "**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 6 – BUSINESS LICENSES AND REGULATIONS OF THE FAIRPLAY MUNICIPAL CODE ADDING ARTICLE VI – TOBACCO PRODUCTS.**"?

Mayor Just introduced the item and opened the Public Hearing at 7:01 pm. He provided an overview of the format and opened the floor to comment. Town Administrator Sciacca presented an overview of the Staff Report. She reminded that this subject was brought to the Board on August 1 as part of a more comprehensive ordinance on regulating tobacco in parks and public places but following discussion was tabled for Staff to gather more information and add additional and clarifying language. She advised Staff was still working on some of those items but felt it was important to bring this one change back in order to modify the code so one Tobacco establishment that is near the school is in compliance with the distance restrictions. She reminded that the Board actually changed its Retail Liquor ordinance in May of last year removing the 0-foot distance and replacing it with 100 feet so this ordinance was written with the same 100 foot restriction. Sciacca recommended approval. Mayor Just stated that he would support a reduction to 0 feet for tobacco and felt liquor should be amended to 0 also. He stated that this was probably the fourth time the distance subject had come before the Board and felt it was very inconvenient to try to figure out the measurements and this would eliminate any mistakes. Sciacca also noted that the establishments near/around the school were either not in operation when school was in session or did not sell/serve during school hours. Mayor Just closed the public hearing.

Motion #4 by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, to approve Ordinance No. 10, Series of 22, as presented. A roll call vote was taken: Goodreau – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

UNFINISHED/OTHER BUSINESS
Mayor Just advised he was moving item B. ahead of A.
B. Consider a request by Highside Brewing to defer parking and landscape improvements for 1 Year.
Sciacca presented and overview of Town Planner Scot Hunn's Staff Report and introduced Highside owner Dave Axelrod who was in attendance. She advised that both the landscape and parking lot improvements were required by the Code due to the change of use from retail furniture to brewery/retail liquor establishment and that the request was appropriate and a tool for the Board under the UDC Section 16-10-40 Deferral of Parking Requirements. She reviewed Hunn's recommended motion and recommended approval. Mayor Just questioned the 90 days prior to deferment requirement stating he felt 120 was more appropriate. He also questioned the total impact on the property with the forthcoming US 285 widening project and whether or not it made a lot of sense for the owner to do a lot of work beforehand. Sciacca agreed and noted that the applicant and Staff disagreed on the change of use and the additional time would allow for all parties to work through the matter with the UDC update. Just asked Axelrod if 90 days prior to the expiration of the 1 year was sufficient. Axelrod felt the matter would be front and center and there would be a lot of conversation over the next year. Sciacca noted Axelrod would also be putting in his brewery operation adjacently and with that application they would be in contact a lot over the year and hopefully get it resolved beforehand. She added that Staff would make this section priority following or alongside updating of the PUD section. Following additional discussion, Sciacca it was generally agreed to increase the 90 days to 120 days.

Motion #4 by Trustee Voorhis, seconded by, to a Mayor Pro Tem Dodge, to approve a deferral for the requirements of Section 16-10-20 - Off-street parking spaces required; and Section 16- 0-130 - Design requirements, for a period not to exceed one (1) calendar year (the "deferral period") for Highside Brewing Co. from the date of use, or September 1 2022, because the requested deferral has been deemed unusual or extraordinary in this case, with the following condition(s):

1) No less than 120 days, prior to expiration of the deferral period, or May 4, 2023, the Applicant shall provide the Town with a site plan meeting all applicable Town of Fairplay application submittal requirements, showing parking lot design, layout and proposed landscaping in conformance with the standards and requirements of the Town of Fairplay Unified Development Code, along with Engineer estimates of probable cost for all proposed improvements.
2) The applicant may come back to the Board of Trustees to request an extension in necessary.
3) Approval of a deferral by the Board does not waive or release the Applicant's right to pursue appeal of any administrative decisions or determinations pursuant to Sec. 16-10- 160 - Appeals,

regarding required off-street parking, parking design, or improvement standards, or waive the Town's ability to enforce applicable requirements of the UDC.

A roll call vote was taken: Goodreau – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. Motion carried unanimously.

Axelrod thanked the Board and advised that he would be conducting a soft opening on Friday around 3PM and invited everyone to drop by.

A. Update on projected costs of Unified Development Code update proposal approved by the Board of Trustees August 15, 2022.

Sciacca reminded the Board that they approved the UDC update proposal on August 15th and requested an estimate of what the costs might look like for the rest of the year. Both Hunn and Williams estimated $7,500 each which equated to 37.5 hours for Williams and 60 hours for Hunn. She stated that Staff would put $15,000 in the amended budget for 2022 and advised no motion was needed since the costs were associated with the professional services agreements.

STAFF AND BOARD OF TRUSTEE REPORTS

Mayor Just introduced Flume Report Rebecca Salverson stating she had been assigned to cover Town Meetings. He thanked her for attending stating it was good to have someone from the newspaper attending Fairplay meetings.

Town Administrator Sciacca reminded the Board that there was a work session on September 12 with CIRSA General Counsel Sam Light at 5 pm. She also noted the Town had finally received a quote for completion of the Cohen Park Basketball Court from a local company. Mayor Just requested that Sciacca inquire if there were any in-kind expenses and any site work and prep costs included. Sciacca stated she would clarify and then bring a recommendation back to the Board on September 19. Mayor Just advised to have the contractor go ahead and order the concrete.

Chief Schlunsen reported since winter was coming he was considering cutting back from 24/7 coverage to 7 am to 3am coverage and on-call for those other 4 hours when there wasn't a lot happening other than coverage for the Sheriff's Department. Sciacca also noted the Officers would be helping out providing extra security during the upcoming murder trial and the Sheriff would be reimbursing the Town for those expenses. Sciacca also noted that she had been in contact with the owner of the Fairplay Village unit that had left the red couch on Castello and he had advised his renter was told to put it in the garage. She added that the HOA president was aware of these types of repeated issued so hopefully the situation would get better but the Town would go ahead and issue notices to each resident and the HOA that the Town would begin billing them if it had to pick up items in the future. Trustee Voorhis felt the property looked the nicest it had in 2 years and he appreciated Staff's following up.

Public Works Director Graham reported crews had repaired most of the potholes on Platte on the County's portion of the road and would finish up the following day. He also reported it would take 2 days to get the sand delivered to the volleyball court at the school property and that Centurlink would be trenching around town. He also reported there was a tear in the sewer plant liner and he would be talking to the company that was just on site conducting the dewatering as it appears they might have created the problem. Sciacca noted the water loss evaluation in the packet and asked if there were any questions. She also noted the permit report from Building Official Parag. Parag stated that he would like to update the report to include everything that it active or recently finaled. Mayor Just felt other items were missing such and excavation permits.

Mayor Pro Tem Dodge reported that Fariplay Heights road was starting to look really bad. He also noted that Middlefork RV Park looked a little run down out in front. He also noted the last TGIFairplay concert was well attended but did get rained out.

Trustee Lynn agreed with Dodge's comments about the concert and stated he and Dodge scooped a lot of ice cream. He inquired about the lone pine tree in front of the Fairplay sign at US 285 & 9. Sciacca replied it would be gone with the CDOT project.[i] She had reached out to the engineer on the project to preliminarily discuss that as well as request the addition of some landscape in the dead areas between the turn lanes on to 9.

Mayor Just commented on the weeds around Town Hall and the sign that were recently cut. He felt that the next time the Town received a great deal of rain and had this same problem that something different should be done. Sciacca stated that Staff had already discussed adding a fulltime seasonal position for the 2023 budget.

ADJOURNMENT
There being no further business before the Board, Mayor Just declared the Regular Meeting adjourned at 8:02 p.m.

WORK SESSION REGARDING TOWN OF FAIRPLAY 2023 BUDGET
The Board of Trustees and Staff reviewed the updated capital project lists and discussed project priorities of each Department. Staff advised that the September 12 Work Session would focus on Staff salaries and benefits.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

____
Frank Just, Mayor

ATTEST:

____
Janell Sciacca, Town Clerk

i

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Paid Bills/Financial Reports

DATE: September 15, 2022

Agenda Item: Bills

Attached is the list of the invoices paid between August 26, 2022, and September 15, 2022.

Total Expenditures: $88,841.59

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

Attached are financial statements for all funds through 8/31/2022.

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
09/06/2022	18465	Caselle, Inc	Software Support	1	08/01/2022	453.00	105060
09/06/2022	18465		Software Support	2	08/01/2022	453.00	517206
Total 334:						906.00	
09/14/2022	18490	Colorado Mountain News	advertising-events	1	09/01/2022	1,169.35	105150
09/14/2022	18490		advertising-events	2	09/01/2022	282.18	105171
09/14/2022	18490		advertising-events	3	09/01/2022	719.60	105162
Total 538:						2,171.13	
09/08/2022	18486	The Flume	display ads	1	08/31/2022	205.00	105150
09/08/2022	18486		legal ads	2	08/31/2022	11.87	106125
Total 868:						216.87	
08/30/2022	18458	Hand Hotel	burro banquet	1	07/31/2022	842.00	105162
Total 1084:						842.00	
08/30/2022	18461	Silver Scoop Creamery	Ice Cream TGIFairplay con	1	08/26/2022	210.00	105110
Total 1912:						210.00	
09/14/2022	18495	Town of Fairplay	501 main	1	08/31/2022	303.20	105195
09/14/2022	18495		850 hathaway	1	08/31/2022	96.00	105186
Total 2134:						399.20	
08/30/2022	18463	USABlueBook	Trash bags	1	08/15/2022	184.90	105830
08/30/2022	18463		supplies	1	08/22/2022	454.59	517475
Total 2176:						639.49	
09/06/2022	18472	Utility Notification Center	RTL Transmissions	1	08/31/2022	52.00	517455
09/06/2022	18472		RTL Transmissions	1	08/31/2022	52.00	517650
Total 2194:						104.00	
08/26/2022	18452	Verizon Wireless	jet pack	1	08/15/2022	40.01	105130
08/26/2022	18452		cell Phone - public works	2	08/15/2022	40.70	105645
08/26/2022	18452		Phones and air cards	3	08/15/2022	524.08	105455
Total 2212:						604.79	
08/30/2022	18464	Xcel Energy	945 quarry road	1	08/15/2022	13.11	517490
08/30/2022	18464		901 main street	1	08/19/2022	297.52	105023
08/30/2022	18464		747 bogue	1	08/19/2022	15.11	105841
08/30/2022	18464		1800 beaver creek road	1	08/19/2022	1,417.10	517495
08/30/2022	18464		sign #1	1	08/19/2022	13.37	105640
08/30/2022	18464		117 silverheels road	1	08/19/2022	11.38	105841
08/30/2022	18464		501 main street	1	08/19/2022	266.01	105195
08/30/2022	18464		850 hathaway	1	08/19/2022	228.65	105186
08/30/2022	18464		monument sign	1	08/19/2022	29.49	105640

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
08/30/2022	18464		chlorinator	1	08/22/2022	51.05	517470
08/30/2022	18464		san plant	1	08/23/2022	2,759.99	517680
08/30/2022	18464		1190 castello	1	08/23/2022	114.08	105650
08/30/2022	18464		200 2nd street	2	08/23/2022	106.50	517470
08/30/2022	18464		157 6th street	3	08/23/2022	73.51	105640
08/30/2022	18464		156 5th street	4	08/23/2022	61.72	105640
08/30/2022	18464		589 platte drive	5	08/23/2022	11.38	105841
08/30/2022	18464		419 front street	6	08/23/2022	11.94	105640
09/08/2022	18487		street lights	1	09/01/2022	891.74	105640
Total 2296:						6,373.65	
09/08/2022	18484	South Park Ace & Lumber	Supplies	1	08/25/2022	144.54	517670
09/08/2022	18484		Supplies	2	08/25/2022	59.96	105162
09/08/2022	18484		Supplies	3	08/25/2022	138.11	517465
09/08/2022	18484		Supplies	4	08/25/2022	5.58	105497
09/08/2022	18484		Supplies	5	08/25/2022	6.59	105170
09/08/2022	18484		Supplies	6	08/25/2022	75.55	517480
09/08/2022	18484		Supplies	7	08/25/2022	31.57	105025
09/08/2022	18484		Supplies	8	08/25/2022	20.38	105195
09/08/2022	18484		Supplies	9	08/25/2022	8.82	105625
09/08/2022	18484		Supplies	10	08/25/2022	8.82	517242
Total 2405:						499.92	
09/08/2022	18481	KONICA MINOLTA BUSIN	C364E Copier	1	08/29/2022	420.48	105032
Total 2448:						420.48	
09/14/2022	18494	Salt Licking Goat Clothing	stickers	1	09/02/2022	402.50	105130
Total 2500:						402.50	
09/08/2022	18478	CARD SERVICES	Supplies	1	09/01/2022	323.33	105150
09/08/2022	18478		Postage	2	09/01/2022	17.19	105162
09/08/2022	18478		Supplies	3	09/01/2022	306.96	105110
09/08/2022	18478		Supplies	4	09/01/2022	234.49	517214
09/08/2022	18478		Supplies	5	09/01/2022	203.89	105630
09/08/2022	18478		Supplies	6	09/01/2022	111.36	105027
09/08/2022	18478		Supplies	7	09/01/2022	2.64	105130
09/08/2022	18478		Postage	8	09/01/2022	5.20	105171
09/08/2022	18478		Postage	9	09/01/2022	25.30	105162
09/08/2022	18478		Supplies	10	09/01/2022	127.19	105030
09/08/2022	18478		Postage	11	09/01/2022	60.00	105035
09/08/2022	18478		Supplies	12	09/01/2022	21.13	105027
09/08/2022	18478		team viewer	13	09/01/2022	436.50	517415
09/08/2022	18478		team viewer	14	09/01/2022	436.50	517625
09/08/2022	18478		Education	15	09/01/2022	60.00	105015
09/08/2022	18478		Supplies	16	09/01/2022	38.99	105030
09/08/2022	18478		Supplies	17	09/01/2022	188.41	105150
09/08/2022	18478		Supplies	18	09/01/2022	131.36	105475
09/08/2022	18478		Supplies	19	09/01/2022	3.27	105445
09/08/2022	18478		Education	20	09/01/2022	650.00	105015
09/08/2022	18478		recording	21	09/01/2022	18.63	105070
09/08/2022	18478		Food for meeting	22	09/01/2022	81.94	105150
09/08/2022	18478		Supplies	23	09/01/2022	449.39	105025
09/08/2022	18478		Food for meeting	24	09/01/2022	116.23	105162

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
09/08/2022	18478		Supplies	25	09/01/2022	15.98	105630
09/08/2022	18478		car wash	26	09/01/2022	12.00	105625
09/08/2022	18478		car wash	27	09/01/2022	5.00	105420
09/08/2022	18478		car wash	28	09/01/2022	3.75	105420
09/08/2022	18478		Supplies	29	09/01/2022	31.90	105497
09/08/2022	18478		Supplies	30	09/01/2022	10.70	105630
Total 2503:						4,129.23	
08/30/2022	18457	Envision Sign and Graphic	senior banners	1	05/09/2022	1,665.45	105110
08/26/2022	18447		vinyl banners	1	07/01/2022	276.92	105130
08/26/2022	18447		vinyl banners	1	08/08/2022	795.84	105162
08/26/2022	18447		vinyl banners	1	08/01/2022	17.50	105150
Total 2528:						2,755.71	
08/26/2022	18450	Susan Dunn	graphic design	1	08/24/2022	4,785.97	105130
08/26/2022	18450		graphic design	2	08/24/2022	962.50	105166
08/26/2022	18450		graphic design	3	08/24/2022	887.50	105150
08/26/2022	18450		graphic design	4	08/24/2022	375.00	105171
Total 2605:						7,010.97	
08/30/2022	18455	CenturyLink	acct 719-836-4609 502B	1	08/19/2022	66.94	517470
08/30/2022	18455		7198362622355B	1	08/19/2022	549.78	105065
08/30/2022	18455		acct 82239760	1	08/24/2022	31.82	105065
Total 2614:						648.54	
09/14/2022	18491	Colorado Natural Gas, Inc.	san office	1	09/02/2022	66.11	517234
09/14/2022	18491		sewer treatment plant	1	09/02/2022	715.60	517680
09/14/2022	18491		natural gas	1	09/02/2022	63.00	105023
09/14/2022	18491		natural gas-shop	1	09/02/2022	151.75	105650
Total 2728:						996.46	
08/26/2022	18449	Mobile Record Shredders	record shredding	1	08/24/2022	12.00	105030
Total 2793:						12.00	
08/26/2022	7311535	Colorado Analytical Lab	waste water testing	1	08/25/2022	403.00	517665
Total 2864:						403.00	
08/30/2022	18462	South Park Brewing	beer for concert	1	08/29/2022	295.00	105150
Total 2873:						295.00	
Multiple	18274	Promark Industries, LLC	ford repair	1	07/13/2022	.00	105420
			ford repair	2	07/13/2022		105420
09/14/2022	18493		tahoe repair	1	09/12/2022	2,599.90	105420
Total 2887:						2,599.90	
09/08/2022	18479	Fairplay Auto Supply	supplies	1	08/31/2022	109.14	517242
09/08/2022	18479		supplies	2	08/31/2022	109.16	105625
09/08/2022	18479		supplies	3	08/31/2022	17.16	105420

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2948:						235.46	
08/26/2022	18445	Continental Divide Producti	sound for concert	1	08/26/2022	250.00	105150
Total 3123:						250.00	
09/14/2022	18492	Hunn Planning & Policy, LL	planning fees	1	09/12/2022	693.75	105105
09/14/2022	18492		planning fees-bill back-high	2	09/12/2022	450.00	105107
09/14/2022	18492		planning fees-bill back-mus	3	09/12/2022	150.00	105107
09/14/2022	18492		planning fees-bill back-bluff	4	09/12/2022	787.50	105107
Total 3183:						2,081.25	
09/06/2022	18467	Montrose Water Factory, L	bottled water	1	08/09/2022	29.25	105120
Total 3211:						29.25	
09/08/2022	18480	H & H Painting	paint san plant office and b	1	08/24/2022	5,000.00	105682
09/08/2022	18480		paint san plant office and b	2	08/24/2022	5,000.00	517260
Total 3214:						10,000.00	
09/08/2022	18483	SGM	engineering	1	08/24/2022	390.00	105105
08/30/2022	18460		stone river	1	08/22/2022	1,240.25	105107
09/08/2022	18483		riverwalk plaza-kopunec	1	09/06/2022	668.00	105107
Total 3272:						2,298.25	
08/30/2022	18456	Communication Solutions	radio programming	1	08/29/2022	900.00	105690
Total 3284:						900.00	
08/26/2022	18446	Direct Discharge Consultin	sewer line cleaning	1	08/23/2022	9,335.00	517620
Total 3355:						9,335.00	
09/06/2022	18468	Park County Government	monthly internet	1	09/01/2022	105.00	517226
09/06/2022	18468		monthly internet	2	09/01/2022	52.50	105065
09/06/2022	18468		monthly internet	3	09/01/2022	52.50	105455
Total 3381:						210.00	
09/08/2022	18482	Ryders Public Safety LLC	uniforms	1	07/27/2022	70.90	105410
Total 3431:						70.90	
08/26/2022	18451	UniFirst	calibration/gas detecting	1	08/19/2022	389.56	517655
Total 3462:						389.56	
09/06/2022	18473	Warm Springs Consulting	contract	1	09/05/2022	4,500.00	517417
09/06/2022	18473		contract	1	09/05/2022	5,000.00	517627
Total 3463:						9,500.00	
09/06/2022	18466	Hayes Poznanovic Korver	legal	1	09/01/2022	330.00	517430

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3518:						330.00	
09/06/2022	18469	Peak Performance Imaging	supplies	1	08/25/2022	80.14	517214
09/06/2022	18469		supplies	1	08/29/2022	209.99	517214
Total 3539:						290.13	
08/26/2022	18448	Kenosha Pest Specialist	pest control	1	08/21/2022	30.00	517260
08/26/2022	18448		pest control	1	08/21/2022	30.00	105025
Total 3564:						60.00	
08/30/2022	18459	Phoenix Technology Group	computers	1	08/17/2022	2,541.04	105060
08/30/2022	18459		computers	2	08/17/2022	1,694.02	517206
09/06/2022	18470		service contract	1	09/01/2022	810.00	105060
09/06/2022	18470		service contract	2	09/01/2022	495.00	105465
09/06/2022	18470		service contract	3	09/01/2022	810.00	517206
Total 3580:						6,350.06	
09/06/2022	18474	Wilson Williams LLP	legal	1	08/31/2022	650.00	105057
09/06/2022	18474		legal-bill back	1	08/31/2022	920.00	105107
Total 3586:						1,570.00	
09/08/2022	18485	SSP Waste Toilets	901 main	1	09/02/2022	306.13	105120
09/08/2022	18485		cohen park	1	09/02/2022	306.13	105842
09/06/2022	18471		fairplay beach port a pot	1	09/02/2022	153.06	105842
09/08/2022	18485		117 silverheels road	1	09/02/2022	154.15	105842
Total 3607:						919.47	
09/08/2022	18488	Hardesty Engineering and	gallery project	1	09/05/2022	6,800.00	517430
09/08/2022	18488		gallery project	1	09/05/2022	595.00	517430
Total 3618:						7,395.00	
09/08/2022	18489	Charles Abbott Associates,	building official services	1	07/31/2022	3,986.42	105058
Total 3655:						3,986.42	
Grand Totals:						88,841.59	

Report Criteria:
Detail report type printed

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
10-40-05	AD VALOREM TAX	8,340.17	227,871.41	234,399.00	6,527.59	97.2
10-40-10	SPEC. OWNERSHIP TAX	2,314.22	17,178.92	25,000.00	7,821.08	68.7
10-40-30	INTEREST ON PROPERTY TAX	238.60	426.51	500.00	73.49	85.3
10-40-40	DELINQUENT TAXES	.00	293.21	.00	(293.21)	.0
10-40-55	50% SHAREBACK OF R&B LEVY	363.31	7,530.94	7,000.00	(530.94)	107.6
10-40-60	MOTOR VEHICLE REGISTRATION	360.01	2,391.30	4,000.00	1,608.70	59.8
10-40-70	SALES TAX	149,002.53	953,159.91	1,507,693.00	554,533.09	63.2
10-40-75	SALES TAX - STREETS	49,667.51	319,263.19	502,565.00	183,301.81	63.5
10-40-80	HIGHWAY USER'S TAX	3,178.43	18,780.54	36,000.00	17,219.46	52.2
10-40-85	SEVERANCE TAX	.00	.00	500.00	500.00	.0
10-40-86	MINERAL LEASE REVENUE	.00	.00	500.00	500.00	.0
10-40-90	CIGARETTE TAX	86.16	1,686.80	3,000.00	1,313.20	56.2
10-40-96	LODGING TAX	8,406.00	30,406.00	60,000.00	29,594.00	50.7
	TOTAL TAXES	221,956.94	1,578,988.73	2,381,157.00	802,168.27	66.3
	LICENSES					
10-41-10	LIQUOR LICENSES	1,128.75	5,328.75	3,000.00	(2,328.75)	177.6
10-41-30	DOG LICENSES	.00	93.00	150.00	57.00	62.0
10-41-32	LIVESTOCK PERMIT	.00	75.00	25.00	(50.00)	300.0
10-41-34	COMMERCIAL FISHING PERMIT	.00	450.00	450.00	.00	100.0
10-41-40	BUILDING PERMITS	910.31	8,091.79	5,000.00	(3,091.79)	161.8
10-41-41	SURCHARGE: STREETS	90.52	575.26	369.00	(206.26)	155.9
10-41-42	SURCHARGE: PARKS & REC	90.52	575.26	369.00	(206.26)	155.9
10-41-50	FRANCHISE TAX	13,742.95	47,275.62	58,000.00	10,724.38	81.5
10-41-60	GOLD PANNING PERMITS/DONATION	250.00	3,220.00	10,000.00	6,780.00	32.2
10-41-70	BUSINESS LICENSES	75.00	7,325.00	7,500.00	175.00	97.7
10-41-74	SHORT TERM RENTAL PERMITS	.00	4,200.00	.00	(4,200.00)	.0
10-41-80	SIGN PERMITS	.00	350.00	300.00	(50.00)	116.7
10-41-90	EXCAVATION PERMIT	.00	538.50	100.00	(438.50)	538.5
10-41-92	MECHANICAL PERMIT	.00	50.00	.00	(50.00)	.0
10-41-94	STREET CUT PERMIT	500.00	1,050.00	.00	(1,050.00)	.0
10-41-96	FENCE PERMIT	.00	160.00	320.00	160.00	50.0
10-41-97	SPECIAL EVENTS PERMIT	1,320.00	1,320.00	1,000.00	(320.00)	132.0
10-41-98	RESIDE/REROOF PERMIT	400.00	2,200.00	2,000.00	(200.00)	110.0
	TOTAL LICENSES	18,508.05	82,878.18	88,583.00	5,704.82	93.6
	FEE INCOME					
10-42-75	PLANNING & DEVELOPMENT FEES	500.00	2,175.00	20,000.00	17,825.00	10.9
10-42-90	COPIES & FAXES	.00	64.85	200.00	135.15	32.4
	TOTAL FEE INCOME	500.00	2,239.85	20,200.00	17,960.15	11.1

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	LAW ENFORCEMENT					
10-45-05	TRAFFIC FINES	640.00	3,705.00	12,000.00	8,295.00	30.9
10-45-10	SURCHARGE: POLICE TRAINING	105.00	652.00	1,500.00	848.00	43.5
10-45-15	COURT COSTS	.00	93.00	620.00	527.00	15.0
10-45-20	DEFAULT FEES	.00	15.00	150.00	135.00	10.0
10-45-30	OTHER FINES	(35.00)	.00	500.00	500.00	.0
10-45-80	VIN INSPECTIONS	330.00	2,469.00	400.00	(2,069.00)	617.3
10-45-90	MISCELLANEOUS	285.00	5,295.45	1,000.00	(4,295.45)	529.6
	TOTAL LAW ENFORCEMENT	1,325.00	12,229.45	16,170.00	3,940.55	75.6
	INTEREST INCOME					
10-46-05	INTEREST ON COLOTRUST	3,600.11	8,953.15	150.00	(8,803.15)	5968.8
10-46-30	INTEREST ON CHECKING	23.55	283.12	400.00	116.88	70.8
	TOTAL INTEREST INCOME	3,623.66	9,236.27	550.00	(8,686.27)	1679.3
	MISCELLANEOUS INCOME					
10-47-00	MISCELLANEOUS INCOME	.00	14,740.43	103,906.00	89,165.57	14.2
10-47-10	CEMETERY	50.00	107.50	300.00	192.50	35.8
10-47-38	TOWN CLEAN UP DONATIONS	15.05	135.05	.00	(135.05)	.0
10-47-39	FOURTH OF JULY	.00	5,951.44	10,000.00	4,048.56	59.5
10-47-49	STREET LIGHTING	953.06	7,217.08	10,800.00	3,582.92	66.8
10-47-50	SUMMER CONCERT SERIES	7,488.00	17,247.88	22,500.00	5,252.12	76.7
10-47-52	REAL COLORADO CHRISTMAS	.00	.00	500.00	500.00	.0
10-47-56	BURRO DAYS	18,885.44	55,445.58	50,000.00	(5,445.58)	110.9
10-47-59	BURRO DAYS RETAIL SALES	1,883.10	1,971.00	9,000.00	7,029.00	21.9
10-47-62	501 MAIN - RENT & UTILITY	.00	667.41	1,500.00	832.59	44.5
10-47-65	MARDI GRAS	.00	6,200.00	10,000.00	3,800.00	62.0
10-47-75	COMMERCIAL FISHING FEES	1,989.75	1,989.75	.00	(1,989.75)	.0
10-47-81	GRANT-COHEN PARK	.00	92,739.00	.00	(92,739.00)	.0
10-47-82	CAMPING PERMITS/FACILITY USE	160.00	410.00	600.00	190.00	68.3
10-47-83	GRANT - FEDERAL	.00	197,812.26	.00	(197,812.26)	.0
10-47-90	MISCELLANEOUS REVENUE-EVENTS	.00	(44.00)	3,000.00	3,044.00	(1.5)
10-47-91	TOWN HALL - 901 MAIN	.00	.00	12,397.00	12,397.00	.0
	TOTAL MISCELLANEOUS INCOME	31,424.40	402,590.38	234,503.00	(168,087.38)	171.7
	TOTAL FUND REVENUE	277,338.05	2,088,162.86	2,741,163.00	653,000.14	76.2

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
10-50-02	401(A) EMPLOYER MATCH	283.14	2,462.88	4,271.00	1,808.12	57.7
10-50-05	SALARIES -ADMIN./CLERK/TREASUR	12,451.83	80,106.04	132,021.00	51,914.96	60.7
10-50-11	SS/MEDICARE EXPENSE	993.65	6,488.19	10,237.00	3,748.81	63.4
10-50-12	UNEMPLOYMENT EXPENSE	25.90	166.46	268.00	101.54	62.1
10-50-13	EMPLOYEE HEALTH INSURANCE	2,891.77	23,143.31	34,125.00	10,981.69	67.8
10-50-14	WORKER'S COMPENSATION	.00	667.00	693.00	26.00	96.3
10-50-15	EDUCATION	.00	894.00	6,000.00	5,106.00	14.9
10-50-16	ADMIN VEHICLE	461.56	3,807.87	6,000.00	2,192.13	63.5
10-50-23	TOWN HALL EXPENSE - UTILITIES	438.91	4,278.41	6,000.00	1,721.59	71.3
10-50-25	TOWN HALL EXP - REPAIR & MAINT	657.44	2,720.57	15,000.00	12,279.43	18.1
10-50-27	TOWN HALL EXPENSE - SUPPLIES	161.76	667.34	1,500.00	832.66	44.5
10-50-30	OFFICE SUPPLIES	108.97	2,044.90	4,000.00	1,955.10	51.1
10-50-32	EQUIPMENT RENTAL	300.00	2,621.85	5,000.00	2,378.15	52.4
10-50-35	POSTAGE EXPENSE	85.68	518.82	750.00	231.18	69.2
10-50-40	BANK/CREDIT CARD FEES	406.54	2,271.17	480.00	(1,791.17)	473.2
10-50-50	ELECTION EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-50-55	BOARD OF TRUSTEE SALARY	75.00	780.00	1,800.00	1,020.00	43.3
10-50-57	TOWN ATTY LEGAL SERVICES	(167.20)	11,106.80	20,000.00	8,893.20	55.5
10-50-60	COMPUTER/SOFTWARE/SUPPORT	4,803.91	40,652.84	7,000.00	(33,652.84)	580.8
10-50-65	TELEPHONE/INTERNET	911.75	7,635.01	14,000.00	6,364.99	54.5
10-50-70	MISCELLANEOUS EXPENSE	2,249.66	5,786.28	6,000.00	213.72	96.4
10-50-75	CODIFICATION	.00	1,922.00	3,000.00	1,078.00	64.1
10-50-76	ESTIP AGREEMENT	2,508.12	3,079.62	4,000.00	920.38	77.0
	TOTAL ADMINISTRATION	29,648.39	203,821.36	284,145.00	80,323.64	71.7

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY DEVELOPMENT					
10-51-05	PROFESSIONAL FEES	(5,575.50)	9,016.58	40,000.00	30,983.42	22.5
10-51-07	PROFESSIONAL FEES-BILL BACK	9,065.25	9,065.25	.00	(9,065.25)	.0
10-51-10	EDUCATION/BENEVOLENCE (BOT)	.00	1,266.41	7,500.00	6,233.59	16.9
10-51-20	VISITOR CENTER	29.25	2,412.23	3,000.00	587.77	80.4
10-51-30	ADVERTISING AND MARKETING	6,155.68	13,609.66	15,000.00	1,390.34	90.7
10-51-34	TOWN BEAUTIFICATION	.00	10,046.87	10,000.00	(46.87)	100.5
10-51-35	TOWN CLEAN UP	462.50	7,432.70	9,000.00	1,567.30	82.6
10-51-40	DUES AND MEMBERSHIPS	.00	484.93	500.00	15.07	97.0
10-51-50	TGIFAIRPLAY EXPENSE	3,648.04	10,632.36	22,500.00	11,867.64	47.3
10-51-62	BURRO DAYS	28,333.62	44,919.72	43,000.00	(1,919.72)	104.5
10-51-66	MARDI GRAS	962.50	9,243.96	10,000.00	756.04	92.4
10-51-70	MISCELLANEOUS EVENTS	794.95	1,464.91	5,500.00	4,035.09	26.6
10-51-71	FIREWORKS/4TH OF JULY	893.74	17,020.85	18,000.00	979.15	94.6
10-51-74	REAL COLORADO CHRISTMAS	.00	1,085.40	2,000.00	914.60	54.3
10-51-75	DONATIONS	500.00	3,000.00	2,000.00	(1,000.00)	150.0
10-51-80	FAIRPLAY FORWARD	.00	.00	10,000.00	10,000.00	.0
10-51-85	PROPERTY IMPROVEMENT INCENTIV	644.00	3,287.00	20,000.00	16,713.00	16.4
10-51-86	850 HATHAWAY-BUS BARN	338.85	12,233.05	12,000.00	(233.05)	101.9
10-51-95	501 MAIN STREET	567.86	12,305.06	16,000.00	3,694.94	76.9
10-51-96	501 MAIN STREET REMODEL	.00	516.00	200,000.00	199,484.00	.3
	TOTAL COMMUNITY DEVELOPMENT	46,820.74	169,042.94	446,000.00	276,957.06	37.9
	JUDICIAL SYSTEM					
10-53-02	401(A) EMPLOYER MATCH	9.94	88.21	139.00	50.79	63.5
10-53-05	MUNICIPAL JUDGE SALARY	668.08	5,506.79	8,685.00	3,178.21	63.4
10-53-10	COURT CLERK	439.06	2,881.66	4,308.00	1,426.34	66.9
10-53-11	SS/MEDICARE EXPENSE	84.68	641.60	994.00	352.40	64.6
10-53-12	UNEMPLOYMENT EXPENSE	2.22	16.54	26.00	9.46	63.6
10-53-13	EMPLOYEE HEALTH INSURANCE	88.29	707.50	1,052.00	344.50	67.3
10-53-14	WORKER'S COMPENSATION	.00	37.00	37.00	.00	100.0
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	400.00	400.00	.0
10-53-50	DUES AND MEMBERSHIPS	.00	.00	136.00	136.00	.0
	TOTAL JUDICIAL SYSTEM	1,292.27	9,879.30	16,777.00	6,897.70	58.9

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC SAFETY					
10-54-01	POLICE SALARIES	24,586.53	171,607.75	282,713.00	111,105.25	60.7
10-54-04	PART TIME OFFICERS	2,910.25	6,940.25	14,950.00	8,009.75	46.4
10-54-05	PENSION CONTRIBUTION	2,118.24	19,338.46	34,491.00	15,152.54	56.1
10-54-08	POLICE SALARIES OVERTIME	2,425.03	9,609.29	.00	(9,609.29)	.0
10-54-10	UNIFORMS AND ACCESSORIES	.00	2,309.16	5,000.00	2,690.84	46.2
10-54-11	SS/MEDICARE EXPENSE	888.61	3,428.96	5,243.00	1,814.04	65.4
10-54-12	UNEMPLOYMENT EXPENSE	59.86	230.36	595.00	364.64	38.7
10-54-13	EMPLOYEE HEALTH INSURANCE	7,258.65	54,279.67	97,212.00	42,932.33	55.8
10-54-14	WORKER'S COMPENSATION	.00	13,623.00	13,623.00	.00	100.0
10-54-15	FUEL	1,634.23	11,095.53	12,000.00	904.47	92.5
10-54-20	VEHICLE MAINTENANCE	2,644.19	6,957.44	15,000.00	8,042.56	46.4
10-54-24	PROFESSIONAL TRAINING EXPENSE	448.00	2,046.68	3,500.00	1,453.32	58.5
10-54-26	IN-SERVICE TRAINING EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-54-28	VEHICLE RENTAL PAYMENT	2,045.92	16,367.36	24,551.00	8,183.64	66.7
10-54-30	RADAR & RADIO MAINTENANCE	.00	244.42	1,000.00	755.58	24.4
10-54-32	AMMUNITION	.00	.00	500.00	500.00	.0
10-54-45	OPERATING SUPPLIES	14.80	695.09	1,000.00	304.91	69.5
10-54-50	EQUIPMENT EXPENSE	.00	32,823.00	22,300.00	(10,523.00)	147.2
10-54-55	TELEPHONE - POLICE LINE	576.58	4,091.94	5,000.00	908.06	81.8
10-54-60	MEMBERSHIPS - DUES	.00	.00	500.00	500.00	.0
10-54-65	COMPUTER/SOFTWARE/SUPPORT	3,643.86	12,413.73	7,000.00	(5,413.73)	177.3
10-54-75	INVESTIGATIVE SERVICES	900.00	1,671.20	3,500.00	1,828.80	47.8
10-54-80	OFFICER RECRUITING	325.00	325.00	1,000.00	675.00	32.5
10-54-87	LIABILITY INSURANCE	.00	10,435.84	10,436.00	.16	100.0
10-54-97	PUBLIC RELATIONS	.00	703.64	500.00	(203.64)	140.7
	TOTAL PUBLIC SAFETY	52,479.75	381,237.77	562,614.00	181,376.23	67.8

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS					
10-56-01	SALARIES	18,491.02	106,864.36	151,362.00	44,497.64	70.6
10-56-02	401(A) EMPLOYER MATCH	370.60	3,024.82	4,600.00	1,575.18	65.8
10-56-10	SEASONAL WAGES	.00	.00	10,000.00	10,000.00	.0
10-56-11	SS/MEDICARE EXPENSE	1,414.58	8,175.22	11,984.00	3,808.78	68.2
10-56-12	UNEMPLOYMENT EXPENSE	27.89	150.43	470.00	319.57	32.0
10-56-13	EMPLOYEE HEALTH INSURANCE	2,353.04	18,854.24	39,099.00	20,244.76	48.2
10-56-14	WORKER'S COMPENSATION	.00	5,964.00	5,965.00	1.00	100.0
10-56-15	FUEL	862.78	4,143.99	5,000.00	856.01	82.9
10-56-25	REPAIRS & MAINT - EQUIPMENT	11.78	3,373.39	15,000.00	11,626.61	22.5
10-56-30	TOOLS, MAT'LS, & SUPPLIES	380.65	3,453.72	5,000.00	1,546.28	69.1
10-56-35	EDUCATION & TRAINING	.00	100.00	2,000.00	1,900.00	5.0
10-56-40	ELECTRIC STREET LIGHTS & SIGNS	1,028.17	7,721.81	12,000.00	4,278.19	64.4
10-56-45	TELEPHONE	290.70	1,425.60	2,700.00	1,274.40	52.8
10-56-50	MAINTENANCE BUILDING - UTILITY	371.32	7,088.65	8,600.00	1,511.35	82.4
10-56-55	MAPPING	.00	4,454.00	.00	(4,454.00)	.0
10-56-60	VEHICLE RENTAL PAYMENT	4,364.17	32,484.19	22,620.00	(9,864.19)	143.6
10-56-70	STREET REPAIRS	.00	190,345.72	250,000.00	59,654.28	76.1
10-56-82	TOWN SHOP BUILDING REPAIRS	.00	176.49	7,500.00	7,323.51	2.4
10-56-90	EQUIPMENT	40,912.50	40,912.50	47,000.00	6,087.50	87.1
	TOTAL PUBLIC WORKS	70,879.20	438,713.13	600,900.00	162,186.87	73.0
	PARKS & RECREATION					
10-58-30	TOOLS, MATERIALS, & SUPPLIES	87.60	2,259.14	5,500.00	3,240.86	41.1
10-58-41	PARKS UTILITIES	37.80	275.60	400.00	124.40	68.9
10-58-42	VAULT RESTROOMS MAINTENANCE	153.06	3,396.07	2,500.00	(896.07)	135.8
10-58-50	CEMETERY EXPENSE	.00	434.70	3,500.00	3,065.30	12.4
10-58-83	COHEN PARK PROJECT	76,985.60	87,906.47	111,000.00	23,093.53	79.2
	TOTAL PARKS & RECREATION	77,264.06	94,271.98	122,900.00	28,628.02	76.7
	NON-DEPARTMENTAL EXPENDITURE					
10-61-15	LIABILITY INSURANCE	.00	16,795.33	16,107.00	(688.33)	104.3
10-61-17	AUDIT FEES	.00	4,500.00	4,500.00	.00	100.0
10-61-23	TREASURER'S FEES - MILL LEVY	78.55	4,533.43	4,000.00	(533.43)	113.3
10-61-25	PUBLISHING EXPENSE	130.03	1,289.48	2,000.00	710.52	64.5
10-61-30	DUES & MEMBERSHIPS	.00	1,642.00	2,000.00	358.00	82.1
10-61-60	ABATEMENT	.00	.00	2,000.00	2,000.00	.0
	TOTAL NON-DEPARTMENTAL EXPEND	208.58	28,760.24	30,607.00	1,846.76	94.0
	TOTAL FUND EXPENDITURES	278,592.99	1,325,726.72	2,063,943.00	738,216.28	64.2
	NET REVENUE OVER EXPENDITURES	(1,254.94)	762,436.14	677,220.00	(85,216.14)	112.6

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	INTERGOVERNMENTAL REVENUES					
20-44-10	COLORADO LOTTERY FUNDS	.00	2,341.26	4,500.00	2,158.74	52.0
	TOTAL INTERGOVERNMENTAL REVE	.00	2,341.26	4,500.00	2,158.74	52.0
	INTEREST INCOME					
20-46-50	INTEREST INCOME SAVINGS	3.56	10.09	10.00	(.09)	100.9
	TOTAL INTEREST INCOME	3.56	10.09	10.00	(.09)	100.9
	TOTAL FUND REVENUE	3.56	2,351.35	4,510.00	2,158.65	52.1

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATION EXPENSE					
20-73-10	COHEN PARK - IMPROVEMENTS	.00	1,000.00	5,000.00	4,000.00	20.0
20-73-75	BURRO PARK	.00	.00	10,000.00	10,000.00	.0
	TOTAL OPERATION EXPENSE	.00	1,000.00	15,000.00	14,000.00	6.7
	TOTAL FUND EXPENDITURES	.00	1,000.00	15,000.00	14,000.00	6.7
	NET REVENUE OVER EXPENDITURES	3.56	1,351.35	(10,490.00)	(11,841.35)	12.9

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

INTERNAL SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUE					
32-47-20	DEPT RENTAL PAYMENTS	8,345.09	64,331.55	103,676.00	39,344.45	62.1
	TOTAL REVENUE	8,345.09	64,331.55	103,676.00	39,344.45	62.1
	TOTAL FUND REVENUE	8,345.09	64,331.55	103,676.00	39,344.45	62.1

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

INTERNAL SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
32-58-10	POLICE VEHICLES	.00	39,806.35	.00	(39,806.35)	.0
32-58-20	PUBLIC WORK EQUIPMENT	.00	145,750.00	150,000.00	4,250.00	97.2
	TOTAL EXPENDITURES	.00	185,556.35	150,000.00	(35,556.35)	123.7
	TOTAL FUND EXPENDITURES	.00	185,556.35	150,000.00	(35,556.35)	123.7
	NET REVENUE OVER EXPENDITURES	8,345.09	(121,224.80)	(46,324.00)	74,900.80	(261.7)

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

FAIRPLAY UTILITY ENTERPRISE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	WATER REVENUE					
51-42-05	POTABLE WATER	36,139.39	257,648.84	400,000.00	142,351.16	64.4
51-42-20	LIEN REVENUE	809.38	3,760.51	8,200.00	4,439.49	45.9
51-42-32	WATER FACILITY MAINTENANCE FEE	.00	365.46	500.00	134.54	73.1
51-42-34	WATER METERS, PRV, PARTS	.00	1,152.65	1,000.00	(152.65)	115.3
51-42-36	PENALTY NON-COMPLIANCE	40.00	320.00	480.00	160.00	66.7
51-42-40	PLANT INVESTMENT FEES	7,500.00	75,000.00	13,500.00	(61,500.00)	555.6
51-42-60	OTHER WATER REVENUE	.00	.00	1,000.00	1,000.00	.0
	TOTAL WATER REVENUE	44,488.77	338,247.46	424,680.00	86,432.54	79.7
	WASTEWATER REVENUE					
51-46-05	WW USER FEES	56,076.00	448,409.49	668,880.00	220,470.51	67.0
51-46-20	LIEN REVENUE	1,145.00	4,360.60	.00	(4,360.60)	.0
51-46-30	LIEN REVENUE - INTEREST	58.63	58.63	.00	(58.63)	.0
51-46-40	PLANT INVESTMENT FEES	8,351.00	141,967.00	16,702.00	(125,265.00)	850.0
51-46-60	OTHER WASTEWATER REVENUE	.00	.00	100.00	100.00	.0
	TOTAL WASTEWATER REVENUE	65,630.63	594,795.72	685,682.00	90,886.28	86.8
	INTEREST/FEE REVENUE					
51-48-10	INTEREST ON INVESTMENTS	2,491.56	6,067.38	200.00	(5,867.38)	3033.7
51-48-30	LATE FEES	570.00	4,974.13	9,000.00	4,025.87	55.3
	TOTAL INTEREST/FEE REVENUE	3,061.56	11,041.51	9,200.00	(1,841.51)	120.0
	TOTAL FUND REVENUE	113,180.96	944,084.69	1,119,562.00	175,477.31	84.3

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

FAIRPLAY UTILITY ENTERPRISE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EMPLOYEE EXENSES					
51-70-01	SALARIES	20,064.28	131,231.11	171,166.00	39,934.89	76.7
51-70-02	401A EMPLOYER MATCH	463.55	4,024.88	5,594.00	1,569.12	72.0
51-70-11	SS/MEDICARE EXPENSE	1,537.16	10,067.93	13,186.00	3,118.07	76.4
51-70-12	UNEMPLOYMENT EXPENSE	36.21	236.65	345.00	108.35	68.6
51-70-13	EMPLOYMENT HEALTH INSURANCE	3,614.18	28,935.89	42,209.00	13,273.11	68.6
51-70-14	WORKER'S COMPENSATION	.00	3,001.00	2,975.00	(26.00)	100.9
51-70-15	BOARD OF TRUSTEE SALARIES	30.00	380.00	1,200.00	820.00	31.7
	TOTAL EMPLOYEE EXENSES	25,745.38	177,877.46	236,675.00	58,797.54	75.2
	OFFICE/GENERAL EXPENSE					
51-72-02	BANK/CREDIT CARD FEES	324.95	3,086.69	6,300.00	3,213.31	49.0
51-72-06	COMPUTER/SOFTWARE/SUPPORT-O	1,233.00	8,258.99	13,000.00	4,741.01	63.5
51-72-10	MISCELLANEOUS	.00	276.91	1,000.00	723.09	27.7
51-72-14	OFFICE SUPPLIES	.00	882.36	3,500.00	2,617.64	25.2
51-72-18	POSTAGE EXPENSE	378.16	2,600.30	4,000.00	1,399.70	65.0
51-72-22	PUBLISHING EXPENSE	.00	542.50	600.00	57.50	90.4
51-72-26	TELEPHONE/INTERNET EXPENSE	355.00	1,845.00	3,000.00	1,155.00	61.5
51-72-30	TOWN HALL RENTAL PAYMENT	.00	.00	12,397.00	12,397.00	.0
51-72-34	UTILITIES-OFFICE	55.24	1,693.43	2,500.00	806.57	67.7
51-72-38	VEHICLE/EQUIP RENTAL TO ISF	1,935.00	15,480.00	24,000.00	8,520.00	64.5
51-72-42	VEHICLE MAINTENANCE/REPAIR	.00	1,052.28	2,500.00	1,447.72	42.1
51-72-44	FUEL	862.77	4,143.96	4,000.00	(143.96)	103.6
51-72-60	REPAIR & MAINT - OFFICE BLDG	90.00	370.00	5,000.00	4,630.00	7.4
	TOTAL OFFICE/GENERAL EXPENSE	5,234.12	40,232.42	81,797.00	41,564.58	49.2
	CONTRACTUAL FEES					
51-73-20	AUDITOR FEES	.00	4,500.00	4,500.00	.00	100.0
51-73-40	INSURANCE-PROPERTY/LIABILITY	.00	16,107.00	16,107.00	.00	100.0
51-73-60	LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
51-73-70	TREASURER FEES	294.32	817.98	.00	(817.98)	.0
	TOTAL CONTRACTUAL FEES	294.32	21,424.98	25,607.00	4,182.02	83.7

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

FAIRPLAY UTILITY ENTERPRISE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER - PLANT & EQUIPMENT					
51-74-10	CHEMICAL AND SUPPLIES	.00	.00	2,500.00	2,500.00	.0
51-74-15	COMPUTER EXPENSE-WATER SYSTE	.00	1,949.94	3,000.00	1,050.06	65.0
51-74-17	CONTRACT PLANT OPERATOR	4,500.00	31,500.00	54,000.00	22,500.00	58.3
51-74-20	DITCH MAINTENANCE	.00	.00	500.00	500.00	.0
51-74-25	EDUCATION	.00	.00	1,000.00	1,000.00	.0
51-74-30	ENGINEERING FEES	8,121.25	33,020.89	25,000.00	(8,020.89)	132.1
51-74-40	HASP MEMBERSHIP DUES	.00	.00	1,400.00	1,400.00	.0
51-74-45	LEAKS AND REPAIRS	.00	27,865.42	10,000.00	(17,865.42)	278.7
51-74-50	MISCELLANEOUS	.00	.00	3,000.00	3,000.00	.0
51-74-55	PERMITS/DUES/LOCATES	28.60	1,298.79	1,650.00	351.21	78.7
51-74-60	PUMPHOUSE EXPENSE	.00	.00	1,500.00	1,500.00	.0
51-74-65	REPAIR & MAINTENANCE-EQUIP	706.94	1,082.11	5,000.00	3,917.89	21.6
51-74-70	UTILITIES	194.35	1,749.04	3,000.00	1,250.96	58.3
51-74-75	TESTING AND SUPPLIES	4,946.08	5,767.05	1,000.00	(4,767.05)	576.7
51-74-80	TOOLS AND SUPPLIES	(898.22)	1,144.87	2,000.00	855.13	57.2
51-74-85	WATER METERS	.00	5,850.42	30,000.00	24,149.58	19.5
51-74-90	WATER TANKS	11.99	326.64	10,000.00	9,673.36	3.3
51-74-95	WATER TREATMENT PLANT	1,591.52	22,069.39	15,000.00	(7,069.39)	147.1
	TOTAL WATER - PLANT & EQUIPMENT	19,202.51	133,624.56	169,550.00	35,925.44	78.8
	WASTEWATER-PLANT & EQUIPMENT					
51-76-10	CAPITAL EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
51-76-15	CHEMICALS AND SUPPLIES	728.03	728.03	1,000.00	271.97	72.8
51-76-20	COLLECTION SYSTEM MAINTENANC	9,335.00	9,335.00	12,000.00	2,665.00	77.8
51-76-25	COMPUTER EXPENSE-WW SYSTEM	.00	2,154.09	2,000.00	(154.09)	107.7
51-76-27	CONTRACT - ORC	5,000.00	35,000.00	60,000.00	25,000.00	58.3
51-76-30	EDUCATION	.00	173.46	1,000.00	826.54	17.4
51-76-35	ENGINEERING FEES	.00	.00	5,000.00	5,000.00	.0
51-76-36	LIFT STATION	.00	.00	10,000.00	10,000.00	.0
51-76-45	MISCELLANEOUS	60.24	60.24	10,000.00	9,939.76	.6
51-76-50	PERMITS/DUES/LOCATES	28.60	3,094.10	4,300.00	1,205.90	72.0
51-76-55	REPAIRS AND MAINTENANCE-EQUIP	1,910.81	8,340.16	15,000.00	6,659.84	55.6
51-76-60	SLUDGE REMOVAL/DISPOSAL	.00	.00	100,000.00	100,000.00	.0
51-76-65	TESTING AND SUPPLIES	847.16	4,103.34	6,000.00	1,896.66	68.4
51-76-70	TOOLS AND SUPPLIES	340.53	499.57	2,000.00	1,500.43	25.0
51-76-75	TRASH	69.00	552.00	960.00	408.00	57.5
51-76-80	UTILITIES-PLANT	4,197.50	40,970.98	65,000.00	24,029.02	63.0
	TOTAL WASTEWATER-PLANT & EQUIP	22,516.87	105,010.97	324,260.00	219,249.03	32.4
	DEBT SERVICE					
51-80-02	LOAN PRINCIPAL	.00	.00	223,700.00	223,700.00	.0
51-80-04	LOAN INTEREST	.00	46,667.84	93,841.00	47,173.16	49.7
	TOTAL DEBT SERVICE	.00	46,667.84	317,541.00	270,873.16	14.7

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2022

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	72,993.20	524,838.23	1,155,430.00	630,591.77	45.4
NET REVENUE OVER EXPENDITURES	40,187.76	419,246.46	(35,868.00)	(455,114.46)	1168.9

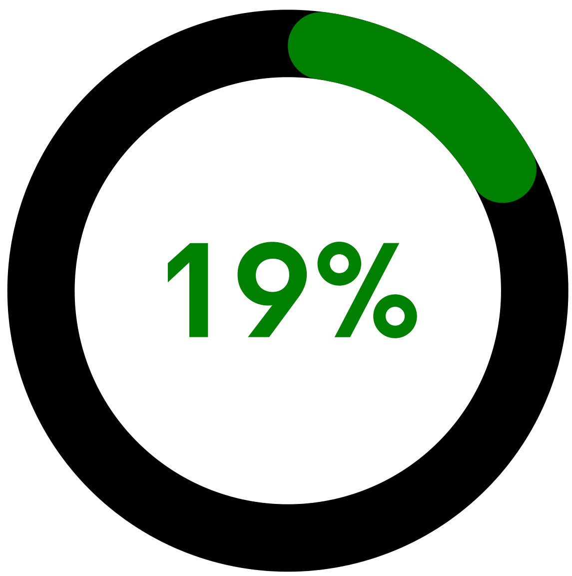
Fairplay, Colorado
BURRO DAYS
Get Yur Ass Up the Pass™

2022
MATERIAL DIVERSION REPORT

Trash: 3,800 pounds
Recycle: 745 pounds

LANDFILL

DIVERTED



VERT SITES
"Waste Diversion Done Right!"

713.751.9664
VERTSites@outlook.com
Colorado's Materials Management Leaders

WASTE DIVERSION DONE RIGHT!

TOWN OF FAIRPLAY

BURRO DAYS 2022

MATERIAL DIVERSION & MATERIAL COMPOSITION REPORTS

Prepared by: Kathryn Slaughter
VERT Sites LLC

Prepared for: Julie Bullock
Town of Fairplay

INTRODUCTION

VERT Sites is a Sustainable Materials Management consulting and service firm that locates practical and cost-effective resource recovery options while integrating actionable and measurable disposal solutions into a site, facility, or community's operations.

VERT Sites is built on a decade's experience in the sustainability and materials management industry; a Top 5 2020 nominee for Best New Business through the Summit Chamber of Commerce, 2020 Business Partner of the Year with the Breckenridge Tourism Office, recognized as a Top 10 Good Business through First Bank, an Energize Colorado recipient, and a Shoutout Colorado business.

TEAM

KATHRYN SLAUGHTER
PRINCIPAL MATERIALS MANAGEMENT SPECIALIST

Kathryn received her TRUE Zero Waste Advisor certification in September of 2019 through Green Building Certification, Inc., is a certified Practitioner of Zero Waste Principles and Practices with the Solid Waste Association of North America as well as trained in SWANA's MSW Collection Systems and Construction & Demolition Debris Management.

She participates in numerous recycling and sustainability committees with the Town of Breckenridge, Summit County Government, and Recycle Colorado.

Kathryn has lived in Summit County, Colorado for ten years and holds a Masters in Applied Ethics with concentrations in Environmental Ethics and Philosophy of Technology and a B.A. in Philosophy and Writing.

This document has been prepared by VERT Sites LLC for the Town of Fairplay.

The Town of Fairplay contracted VERT Sites LLC to provide Materials Management, waste diversion, and waste reporting services for the 2022 Burro Days.

A Material Diversion Report and a Material Composition Report are included in this document.

All images are provided by VERT Sites LLC.

TABLE OF CONTENTS

Event Summary

An estimated 28 yards of trash was collected and disposed and an estimated 12 yards of recycling was collected and disposed. Of the 12 yards or recycling it is estimated that 8 yards was cardboard. Cardboard and trash dumpsters were not weighed by the hauler and the weights provided are estimates based on national and Environmental Protection Agency data and methods.
The Town of Fairplay contracted Shirley's Septic for Materials Management services. Cardboard hauling services were scheduled with Shirley's and ultimately went to a facility on 285 (location not disclosed) for final processing. Glass, plastics, and aluminum were collected and recycled in Summit County. Trash was also handled and disposed by Shirley's.

Equipment:
2 40-yard rolloffs (trash collection)
1 15-yard rolloff (cardboard only collection)
4 32-gallon containers (source-separated recycling collection)
16 trash/recycle split containers

VERT Sites Staff:
1 Team Manager
3 team members

Pre-event: 7/27/22 - 7/29/22
7/27
1 40-yard dumpster was delivered on July 27 and placed in the main vendor food area, or on the west side of Main Street.
1 40-yard and 1 15-yard dumpster were also delivered on July 27 behind the old courthouse.
Both 40-yard dumpsters were utilized for trash and the 15-yard dumpster was used for collecting cardboard only.
7/29
VERT Sites was on-site 9 a.m. - 10 a.m. and again on-site at 2 p.m. until the concert ended.
Just 1 Team Manager was on-site observing the Friday event. 2 collection containers were set out and did not require services until after the concert ended.
The cardboard dumpster was tarped to prevent or curb illegal dumping through the night and banners were placed on the dumpster to discourage general public use.
7/30
1 Team Manager and 3 Team Members were on site 9 a.m. - 6 p.m. Public container setup began at 9 a.m. Material generation picked up around noon. Food vendors actively participated in cardboard recycling and the majority broke their boxes down. VERT Sites managed all public material collection containers. The general public recycle containers had little contamination throughout the day except for red solo cups (these cups can and are recycled in some places but are not accepted in the recycling programs the festival participated in). All general public recycle bags were opened and sorted by material and material stream - Glass, Aluminum, and Plastics
7/31
1 Team Manager and 3 Team Members were on site 9 a.m. - 6 p.m. Material generation picked up around 11:30 a.m. Recycle had little contamination and VERT Sites continued to assist vendors with cardboard. All general public recycle bags were opened and sorted by material and material stream.
8/1
Plastics, aluminum, and glass were disposed in Summit County. About 4 yards of these materials were generated during the festival.
8/2
Connected with Adam at Shirley's, Burro Days material hauler, and discussed material disposal and material generation. Accurate weights of dumpsters were not provided and could not be provided due to the hauler's disposal method: all materials are dumped on a floor and collected to be placed in a larger container for final hualing and disposal at a facility. This method applied to both the cardboard dumpster, which was dumped on a floor and further placed in a larger container with single-stream recycling.

2022

MATERIAL COMPOSITION REPORT

CARDBOARD

A 15-yard dumpster was utilized for cardboard collection and disposal. About 8 yards of cardboard was collected and it is estimated that about 600 pounds was diverted.
While most of the cardboard was diverted from the festival, vendors did use leftover cardboard boxes for trash collection and disposal as well. Soiled or cardboard with food residue was thrown away by vendors as well as VERT Sties.

The cardboard dumpster was open-top and came with a small amount of animal manure. VERT Sites removed as much as possible and placed it in the trash dumpster.

Animal manure

To minimize illegal dumping and contamination with trash and other materials, the cardboard dumpster was secured with a tarp and labeled with a "no public dumping" message.
The dumpster was tarped both Friday and Saturday night and removed Sunday.

On the final day, the tarp was left off and VERT Sties removed banners. In place of them were signs providing vendors, general public, and illegal dumpers to place any trash or non-cardboard items in the trash dumpster next it.

By providing no dumping signs and telling users where to properly place materials, Shirley's was able to recycle all the cardboard and mix it with other recyclables for final hauling and processing.

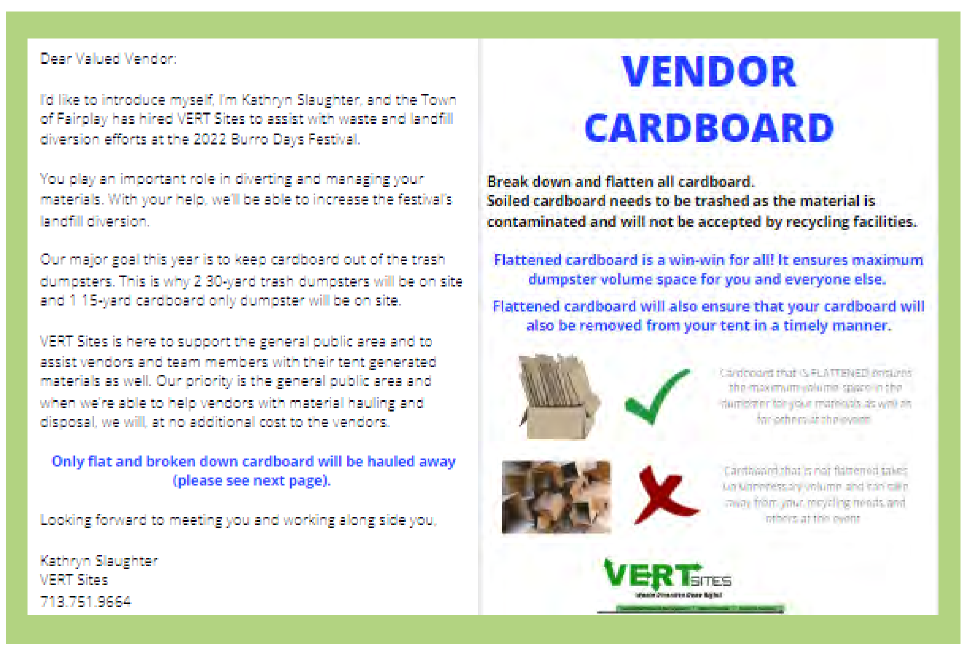
About 8 yards of uncrushed clean cardboard was collected and diverted. It is estimated that loose corrugated cardboard is 50-100 pounds per cubic yard. VERT Sites chose the middle of the two, 75 pounds, to work with.

It is estimated that 600 pounds of cardboard was collected and diverted.

Final cardboard collection. Images taken at 5:30 P.M. July 31, 2022.

The Town of Fairplay proactively reached out to all vendors letting them know of the cardboard collection program the festival was implementing. Vendors were supportive and appreciative of the recycling efforts.

To your rightt is the cardboard letter VERT Sites generated to be shared with vendors.



Dear Valued Vendor:

I'd like to introduce myself, I'm Kathryn Slaughter, and the Town of Fairplay has hired VERT Sites to assist with waste and landfill diversion efforts at the 2022 Burro Days Festival.

You play an important role in diverting and managing your materials. With your help, we'll be able to increase the festival's landfill diversion.

Our major goal this year is to keep cardboard out of the trash dumpsters. This is why 2 30-yard trash dumpsters will be on site and 1 15-yard cardboard only dumpster will be on site.

VERT Sites is here to support the general public area and to assist vendors and team members with their tent generated materials as well. Our priority is the general public area and when we're able to help vendors with material hauling and disposal, we will, at no additional cost to the vendors.

Only flat and broken down cardboard will be hauled away (please see next page).

Looking forward to meeting you and working along side you.

Kathryn Slaughter
VERT Sites
713.751.9664

VENDOR CARDBOARD

Break down and flatten all cardboard.
Soiled cardboard needs to be trashed as the material is contaminated and will not be accepted by recycling facilities.

Flattened cardboard is a win-win for all! It ensures maximum dumpster volume space for you and everyone else.

Flattened cardboard will also ensure that your cardboard will also be removed from your tent in a timely manner.

Cardboard that IS FLATTENED ensures the maximum volume space in the dumpster for your materials as well as for others at the event.

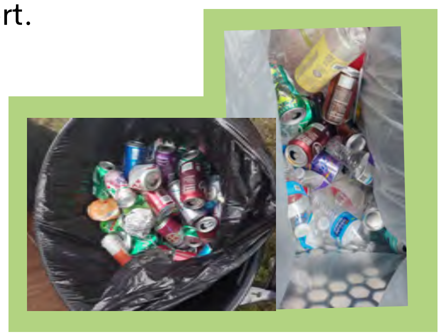
Cardboard that is not flattened takes up unnecessary volume and can take away from your recycling needs and others at the event.

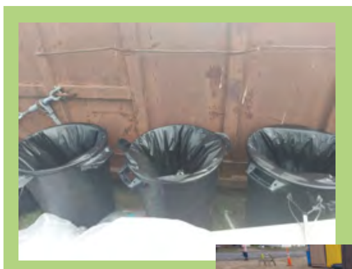
VERT SITES

OTHER

RECYCLABLES

Below Left: aluminum cans separated at the soring area.
Below right: general public recyclables before final sort.





About 4 yards of uncrushed materials such as aluminum cans, plastic bottles, and glass were separated. Total material weights:

GLASS: 78 pounds
PLASTICS: 35 pounds
ALUMINUM: 32 pounds

VERT Sites' designated sort area was located behind the cardboard dumpster. All general public recycling bags were opened and items were then source-separated into containers (see image with black collection containers above).

Contamination was minimal. The biggest items generated were aluminum cans and plastic bottles, followed by plastic cups.
Plastic cups, though, are not accepted in many single-stream recycling programs and they're not accepted at the final processing facility where the festival's recyclables went to. All plastic cups were thrown away.
The least generated item was glass. All glass recycled was from patrons who brought glass beverages to the festival.

TRASH

The biggest material stream collected was the trash stream. It is estimated that 28 yards or 3,800 pounds of trash was collected. The data is based off of Adam's estimate as well as past weights on 30-yard trash dumpsters from events.

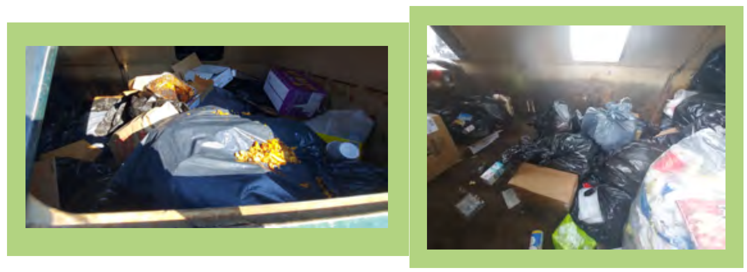
Minimal to zero illegal dumping took place. The West side dumpster began collecting vendor materials after 9 a.m. Friday morning.
The East side dumpster had a few trash bags in it but it was undetermined if bags were from vendors or the public.

The biggest trashed items were:

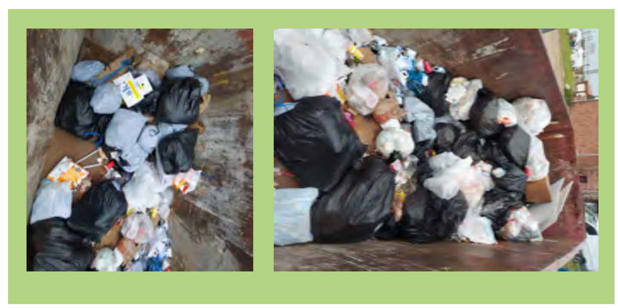
- Food waste
- food packaging and wrappers
- plastic cutlery
- red Solo cups and other plastic cups
- Soiled cardboard
- Plastic wrap packaging
- Vendor bagged trash

West Side trash dumpster
Saturday morning, 7/30/22
Between 9-10 a.m.

East Side trash dumpster
Saturday morning, 7/30/22
Between 9-10 a.m.



West trash dumpster, Sunday morning, 7/31/22, 9 - 10 a.m.

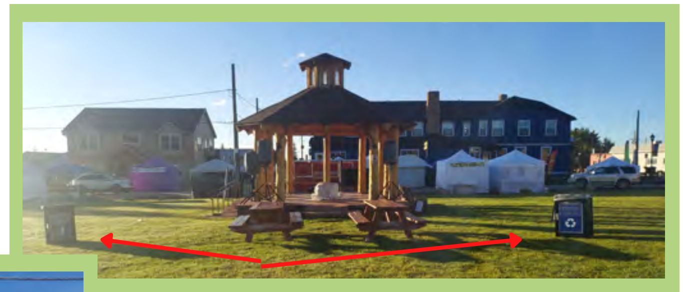


FINAL DISPOSAL: East dumpster, Sunday evening, 7/31/22 5:30 p.m.

FINAL DISPOSAL: West dumpster, Sunday evening, 7/31/22 5:30 p.m.

COLLECTION RECEPTACLES

VERT Sites was contracted to provide 14 bilingual dual-material collection containers. Services included bags, container management, material hauling, material sorting, and material disposal. A total of 16 containers were utilized with the additional 2 containers and bags provided at no cost.



Container label signs and materials accepted for each material stream.
Above: recycling labels
Left: trash label

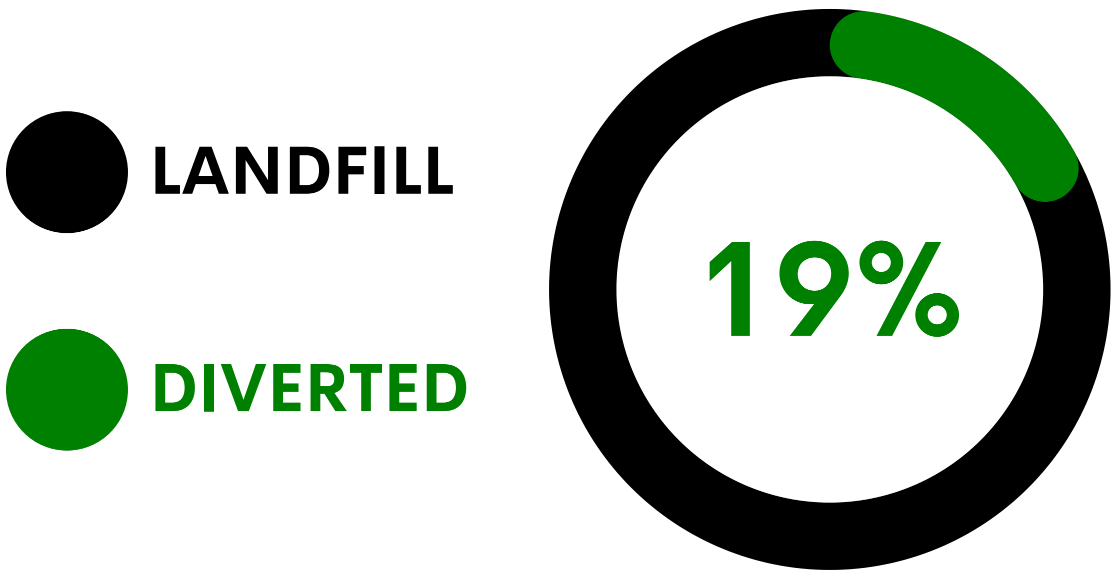
VERT Sites was contracted to provide 14 bilingual dual-material collection containers. Services included bags, container management, material hauling, material sorting, and material disposal. A total of 16 containers were utilized with the additional 2 containers and bags provided at no cost.
Images above and above left showcase some container locations throughout the festival's footprint.

2022

MATERIAL DIVERSION REPORT

Trash: 3,800 pounds

Recycle: 745 pounds



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713.751.9664
VERTSites@outlook.com

Colorado's Events & Festival Materials Management Leaders

RECOMMENDATIONS FOR INCREASED DIVERSION & RECOVERY

CONTINUE:

- Vendor communications regarding material collections and waste diversion efforts
- Vendor guidelines for material handling and disposal (guidelines for all material streams)
- Two trash dumpsters but 1 30-yard and 1 8-yard OR 1 40-yard trash dumpster
- One 15-yard recycle dumpster
- Collecting both trash and recycle material streams. This can either be done with dual containers like what VERT Sites has or with current collection containers the Town has
- Providing clearly labeled trash and recycle containers (14-16 of each) to the general public
- Assisting vendors with cardboard removal

PROPOSED:

- Make the 15-yard recycle dumpster a "single-stream" collection dumpster. Materials collected should include: Cardboard, paperboard, aluminum cans and bottles, and plastic bottles. If glass can be accepted at the collection facility next year's hauler takes recyclables to, include that material as well.
- Require vendors to use Ball aluminum cups (most Colorado facilities do not accept plastic cups for recycling anymore)
- Create a vendor sustainability agreement
- Increase vendor application fee to cover additional services for materials management
- Partner with a hauler who will agree to take dumpsters individually to a disposal site. This will hold the hauler accountable as well as generate accurate material weights

WASTE DIVERSION FUNDING OPPORTUNITIES

- CANDAID Crush It Crusade: The Crush it Crusade provides recycling bins, training and the funding needed to help get a recycling program off the ground in communities. Funding is available for $5,000 and up. This grant accepts on-going applications.

https://candaid.org/crush-it-crusade/

- Resource Recycling Economics Opportunity Grant: The Recycling Resources Economic Opportunity (RREO) Program provides funding that promotes economic development through the management of materials that would otherwise be landfilled. Funds are available to support recycling, composting, anaerobic digestion, source reduction, and beneficial use/reuse. This is annual state grant with $2-million or more available in funding. The RREO grant is usually released mid-January.

https://cdphe.colorado.gov/sustainability-programs/recycling-grants-support/recycling-resources-economic-opportunity

- Colorado Tourism Office grant funding and destination support:

https://oedit.colorado.gov/colorado-tourism-office

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

STAFF REPORT

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: New Business Item A – Resolution No. 34 Approving a Construction Contract for Cohen Park Basketball Court

DATE: September 19, 2022

BACKGROUND/ANALYSIS:
The Town of Fairplay received a Grant award in 2021 from the Colorado Health Foundation for playground improvements at Cohen Park. The Board of Trustees subsequently approved a Professional Services Agreement with Star Playground for the installation of playground and exercise equipment and a basketball court. During the construction of the project, the Board determined that it would be in the community's best interests for the Town to complete the installation of the basketball court. Since that time, Staff has been working hard to try and locate an acceptable contractor but encountered difficulty locating a company that would come to Fairplay. Luckily, the Town does have multiple local contractors that can complete the project and Ace Coring and Cutting, LLC submitted a quote of $34,033. The owner is very reputable, and Staff is quite comfortable that the owner and his team will be able to complete the project successfully. Therefore, a Construction Contract for the completion of the Cohen Park Basketball Court is attached for the Board's review and consideration.

STAFF RECOMMENDATION:
Following discussion and questions, Staff recommends the Board approve Resolution No. 34 approving a contract with Ace Coring & Cutting, LLC for the construction of the Cohen Park Basketball Court by motion, second and a roll call vote.

Attachments:
- Resolution No. 34, Series 2022
- Exhibit A – Construction Contract & Ace Coring and Cutting, LLC Estimate

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 34
(Series of 2022)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONSTRUCTION CONTRACT WITH ACE CORING AND CUTTING, LLC FOR THE COHEN PARK BASKETBALL COURT.

WHEREAS, the Town of Fairplay requires professional services to complete the excavation for and installation of a Basketball Court in Cohen Park; and

WHEREAS, Ace Coring and Cutting, LLC represents itself as having the required expertise and experience to perform the required services; and

WHEREAS, the Town will pay the Contractor to the amount of $34,033.00.

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

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

Section 2. The total amount of payment for services under the agreement shall not exceed $34,033.00.

Section 3. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and **ADOPTED** this 19th day of September, 2022.

TOWN OF FAIRPLAY, COLORADO

____
Frank Just, Mayor

ATTEST:

____
Janell Sciacca, Town Clerk

EXHIBIT A

CONSTRUCTION AGREEMENT

This **CONSTRUCTION AGREEMENT** (this "Agreement") is entered into this 19th day of SEPTEMBER, 2022 by and between the Town of Fairplay, Colorado (hereinafter referred to as the "Owner") and Ace Coring & Cutting, LLC (hereinafter referred to as the "Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

1.01 Contractor shall complete all work as specified or indicated in the Contract Documents (defined below). The work is generally described as follows: SITE EXCAVATION, PREPARATION AND FLAT WORK FOR 42' X 4' X 50' BASKETBALL COURT.

ARTICLE 2 THE PROJECT

2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows: COHEN PARK BASKETBALL COURT (the "Project").

ARTICLE 3 ENGINEER

3.01 Public Works Director Donovan Graham shall serve as construction management engineer who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 4 WORKER WITHOUT AUTHORIZATION EMPLOYMENT

4.01 Prior to the execution of this Agreement, Contractor shall certify to the Town, by completing the Worker Without Authorization Addendum attached hereto, that at the time of certification, Contractor does not knowingly employ or contract with any worker without authorization who will perform work under this Agreement as well as other certifications therein contained.

ARTICLE 5 CONTRACT TIMES

5.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

5.02 Days to Achieve Substantial Completion and Final Payment

A. Contractor shall achieve Substantial Completion within 30 calendar days of the issuance by the Owner of a Notice to Proceed and shall finally complete the Work so that it is ready for final payment within 30 calendar days of the issuance by the Owner of a Notice to Proceed.

5.03 Liquidated Damages

A. Contractor understands and agrees that time is an essential condition of this Agreement. Contractor further understands and agrees that delay in completion of the project will cause Owner to suffer substantial losses and damages which cannot be measured, including without limitation the loss of revenues for services, loss of other revenue incidental to the operation of the facility, additional engineering, legal, accounting and administrative costs, reduced public confidence and adverse public relations which would reduce future revenues, and additional interest and financing costs and charges if the Work is not completed within the times specified above, plus any extensions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or mediation proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring proof of such losses and damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay two hundred fifty dollars ($250.00) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete.

B. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by Owner, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay two hundred fifty dollars ($250.00) for each day that expires after the time specified above for final completion and readiness for final payment until the Work is finally complete and ready for final payment.

C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and recover compensation for damages for nonperformance of this Contract.

D. Any liquidated damages payable by Contractor may, at Owner's election be deducted from any amounts owed to Contractor. In the event no funds are due Contractor at a time when Contractor becomes liable to Owner for liquidated damages, then Contractor agrees to pay all accrued liquidated damages to Owner on the first (1st) day and on the fifteenth (15th) day of each month when Contractor is liable to Owner for liquidated damages. Permitting Contractor to continue and finish the Work or any part thereof after the deadline for completion of the Work shall not act as a waiver of these liquidated damages provisions.

E. The aggregate liability of Contractor to pay liquidated damages pursuant to this Article shall not exceed an amount equal to fifty percent (50%) of the Contract Price. This Article shall not be construed to limit Contractor's other obligations or liabilities arising under or in connection with this Contract.

F. In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.

ARTICLE 6 CONTRACT PRICE

6.01 Owner shall pay Contractor Thirty-four thousand thirty-three dollars ($34,033.00) for completion of the Work as full compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

ARTICLE 7 PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment to the Owner on a monthly basis, which shall be processed by the Engineer.

7.02 Progress Payments; Retainage

A. Owner shall make progress payments towards the Contract Price, less five percent (5%) for retainage, on the basis of Contractor's Applications for Payment, as verified and recommended by Engineer, on or about the twenty-fifth (25th) day of each month during performance of the Work. In the Engineer's discretion, the Owner may withhold some or all of a progress payment where the Contractor's Application for Payment does not reflect the actual amount of the Work completed.

7.03 Final Payment

A. Upon final completion and acceptance of the Work as recommended by the Engineer, Owner shall pay the remainder of the Contract Price, including any retainage previously withheld.

ARTICLE 8 PROJECT WARRANTIES

8.01 Contractor's warranties in respect of the Work (the "Project Warranties") are as follows: Contractor warrants to Owner that the Work shall be fit for its intended purposes, that materials and equipment furnished under this Agreement shall be of good quality and new, that all Work shall be free from defects and that all Work shall meet all of the requirements of this Agreement. Contractor shall furnish satisfactory evidence that it has met the Project Warranties. The Project Warranties shall commence on the date Contractor achieves final completion of the Work satisfactorily to Owner. If at any time within two (2) years after the date on which the Project Warranties commenced, any portion of the Work is found to be not in accordance with the Project Warranties, Contractor shall correct it promptly after receipt of notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition.

ARTICLE 9 INSURANCE

9.01 Insurance Requirements. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this Article and the insurance has been approved by the Town Administrator or his designee. The Town of Fairplay shall be named as an additional insured. Certificates of insurance shall be issued prior to execution of the Notice to Proceed. Additionally, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

A. Commercial General Liability Insurance: At a minimum, combined single limits of $1,000,000 per occurrence and $1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at $1,000,000 per occurrence.

B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.

C. Comprehensive Automobile Liability Insurance: Including coverage for all owned, non-owned, and rented vehicles with $1,000,000 combined single limit for each occurrence.

ARTICLE 10 CONTRACTOR'S REPRESENTATIONS

10.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) any examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective within two (2) years of Substantial Completion.

K. Contractor is organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

ARTICLE 11 CONTRACT DOCUMENTS

11.01 Contents

A. The Contract Documents consist of the following:
1. This Agreement;
2. Bidding Documents;
3. General Conditions;
4. Supplementary Conditions;
5. Technical Specifications;
6. Measurement and Payment Provisions;
7. Construction Plans;
8. Labor & Materials Payment Bond;
9. Performance Bond;
10. ________________________;
11. ________________________; and
12. Any written amendments or work change orders which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.

B. There are no Contract Documents other than those listed above in this Article.

C. The Contract Documents may only be amended, modified, or supplemented by written agreement signed by both parties.

ARTICLE 12 PERFORMANCE BOND

A. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Owner with a Performance Bond in the amount of the full contract price. Prior to execution of this Agreement, the Contractor shall provide the form of the Performance Bond to the Town for its review and approval. The Town shall be authorized to draw upon the Performance Bond to correct any default by Builder under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Engineer. The Performance Bond shall be held by the Town through the two (2) year Project Warranties period specified in this Agreement.

ARTICLE 13 MISCELLANEOUS

13.01 Indemnification

A. The Contractor agrees to indemnify, save, and hold harmless the Owner, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind arising from or out of any negligent act, error, omission or other tortious conduct of the Contractor, its officers, subcontractors, employees, or agents in the performance or non-performance of its obligations under this Agreement.

13.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04 Severability

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

13.05 Independent Contractor

CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOTHING HEREIN CONTAINED SHALL CONSTITUTE OR DESIGNATE THE CONTRACTOR OR ANY OF ITS EMPLOYEES OR AGENTS AS EMPLOYEES OR AGENTS OF THE OWNER.

13.06 No Waiver of Governmental Immunity

Nothing herein is intended as nor shall it be construed as a waiver of the protections and immunities afforded the Owner pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, or pursuant to any other applicable laws.

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

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

TOWN OF FAIRPLAY

____

Name: Frank Just
Title: Mayor

ATTEST:

____

Janell Sciacca, Town Clerk

CONTRACTOR

____

Name: ______________________
Title: ______________________

ATTEST:

____

WORKER WITHOUT AUTHORIZATION ADDENDUM

This Worker Without Authorization Addendum (hereinafter "Addendum") attached hereto and incorporated herein by this reference, is made to this Agreement by and between the Town of Fairplay (hereinafter "Town"), a municipal corporation of the State of Colorado, and _____________, (hereinafter "Contractor") dated this ___ day of _____________, 2022.

Pursuant to Section 8-17.5-101, *et seq.*, C.R.S., the following provisions are hereby incorporated:

1. Contractor certifies that, at the time of executing this Addendum, Contractor does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Contractor will participate in the federal E-Verify Program or the Colorado Department of Labor and Employment's Employment Verification Program (hereinafter "CDLE's Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Contractor hereby agrees that it shall not:

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

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

3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or CDLE's Program.

4. Contractor is prohibited from using either the E-Verify Program or CDLE's Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, Contractor is required to:

   a) Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

   b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required by Subsection (5) (a) above the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

6. Contractor is required to comply with any reasonable request that CDLE makes in the course of an investigation that CDLE is undertaking pursuant to Section 8-17.5-102(5), C.R.S.

IN WITNESS WHEREOF, Contractor has executed this Addendum on the date first above written. By the signature of its representative below, Contractor affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

CONTRACTOR

Signature: _______________________________
Name: _______________________________
Title: _______________________________
Date: _______________________________

EXHIBIT A

Ace Coring and Cutting LLC
PO Box 1741
Fairplay, CO 80440 US
+1 9704090269
acecoringandcutting@yahoo.com

Estimate

ADDRESS
Town Of Fairplay
901 Mainstreet
Fairplay, Co 80440

ESTIMATE # 2668road
DATE 08/29/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Flat Work	Charged per sqft	2,100	9.50	19,950.00
Flat Work	4' border	864	9.50	8,208.00
Excavation	Major excavation Charged per hr This is a estimated time frame could take more or less time	10	275.00	2,750.00
Materials		1	1,200.00	1,200.00
Monolithic footer	Thickens edges 12" wide by 8" tall Charged per yard	5.50	350.00	1,925.00

Upon approval, a 50% down payment will need to be received in order to guarantee a spot.

TOTAL **$34,033.00**

If you have any questions please call.

Disclosure
This is an approximate bid. All cost are subjected to change as the scope of the work may change and fluxuation is material cost. any alterations to the scope of work will be submitted for approval prior to the work being completed.
If a pump truck is needed there will be a charge of $1000.00 or the total cost we pay
If salt is used on concrete to melt snow at any point in time after the job is completed there will be absolutely no guarantee to the job and will cost customer to fix or replace

Accepted By

Accepted Date