

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, July 18, 2022, at 6:00 p.m. at the 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 EXPENDITURES** – Approval of bills for various Town funds in the amount of **\$293,753.79.**
- VI. CITIZEN COMMENTS**
- VII. PROCLAMATIONS, PRESENTATIONS AND UPDATES**
 - A.** Presentation regarding August 2, 2022 National Night Out; Park County Sheriff Tom McGraw.
 - B.** Introductions and presentation by Xcel Energy; Operations Manager Meredith Guinan, High Country Area Manager Nathan Steele, Wildfire Operations Director Dianne Watkins.
 - C.** Introduction of new Building Department Services Staff; Master Code Professional Michael Theisen, Charles Abbott and Associates, LLC.
- VIII. OTHER BUSINESS**
 - A.** Discussion regarding Kelsey Hanley request of June 20, 2022 to change the definition of a secondary / accessory dwelling unit (ADU) on property located at 615 Bogue Street, Fairplay.
- IX. PUBLIC HEARINGS**
 - A.** Should the Board Approve the adoption of Ordinance No. 9, Series of 2022, entitled, **“AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 18 – BUILDING REGULATIONS OF THE FAIRPLAY MUNICIPAL CODE, AND THE INTERNATIONAL RESIDENTIAL CODE, CONCERNING THE FROST LINE DEPTH.”?**
 - B.** 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.”?**
- X. NEW BUSINESS**
 - A.** Should the Board Approve the adoption of Resolution No. 33, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HARDESTY ENGINEERING & MAPPING, LLC FOR ON-CALL CONTRACT ENGINEERING AND CONSULTING SERVICES RELATED TO TOWN WATER AND SEWER PROJECTS.”?**
- XI. STAFF AND BOARD OF TRUSTEE REPORTS**
- XII. ADJOURNMENT**

Upcoming Meetings/Important Dates

Fairplay Gem & Mineral Show
TGI Fairplay Free Concert Friday with The Long Run Eagles Tribute Band
73rd Burro Days Celebration

July 28-31, 2022
July 29, 2022
July 29-31, 2022



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt, Treasurer
RE: Paid Bills/Financials
DATE: July 14, 2022

Agenda Item: Bills

Attached is the list of the invoices paid between June 17, 2022, and July 14, 2022.

Total Expenditures: \$293,753.79

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

I have included the financial statements for all funds through June 30, 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
07/05/2022	18233	Caselle, Inc	Software Support	1	06/01/2022	439.50	105060
07/05/2022	18233		Software Support	2	06/01/2022	439.50	517206
Total 334:						879.00	
06/23/2022	18205	Cash	change for concerts	1	06/23/2022	400.00	101002
06/28/2022	18229		cash for parade winners	1	06/28/2022	150.00	105171
Total 340:						550.00	
06/23/2022	18206	CH Diagnostic & Consultin	Ground MPA water testing	1	06/09/2022	1,190.00	517430
Total 386:						1,190.00	
07/14/2022	18264	Dana Kepner Company, In	hydrant valve	1	06/30/2022	326.37	517475
Total 682:						326.37	
07/14/2022	18277	The Flume	display ad graduation	1	06/30/2022	50.00	105130
07/14/2022	18277		ccr report	2	06/30/2022	542.50	517222
07/14/2022	18277		legal ads	3	06/30/2022	79.46	106125
07/14/2022	18277		display ads	4	06/30/2022	205.00	105150
07/14/2022	18277		display ads	5	06/30/2022	205.00	105171
Total 868:						1,081.96	
07/08/2022	18245	Ferrellgas	850 hathaway	1	06/07/2022	511.64	105186
07/08/2022	18245		1800 beaver creek road	1	06/07/2022	356.98	517495
07/08/2022	18245		propane-501 main	1	06/16/2022	643.86	105195
Total 916:						1,512.48	
07/08/2022	18248	Main Street Garage	tire repair	1	06/28/2022	43.23	105420
Total 1336:						43.23	
07/08/2022	18250	Mountain View Waste	roll offs for town clean up	1	07/01/2022	6,699.20	105135
07/08/2022	18250		roll off	1	07/01/2022	858.34	105134
Total 1414:						7,557.54	
07/14/2022	18273	Postal Pros Southwest, Inc	water billing	1	07/06/2022	298.60	517218
Total 1699:						298.60	
07/14/2022	18279	Town of Fairplay	501 main	1	06/30/2022	303.20	105195
07/14/2022	18279		850 hathaway	1	06/30/2022	96.00	105186
Total 2134:						399.20	
07/05/2022	18240	Utility Notification Center	RTL Transmissions	1	06/30/2022	117.00	517455
07/05/2022	18240		RTL Transmissions	1	06/30/2022	119.60	517650

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2194:						236.60	
06/28/2022	18227	Verizon Wireless	jet pack	1	06/15/2022	40.01	105130
06/28/2022	18227		cell Phone - public works	2	06/15/2022	40.70	105645
06/28/2022	18227		Phones and air cards	3	06/15/2022	523.70	105455
Total 2212:						604.41	
06/23/2022	18215	Xcel Energy	945 quarry road	1	06/15/2022	14.52	517490
07/08/2022	18255		901 main	1	06/21/2022	249.40	105023
07/05/2022	18244		117 silverheels road	1	06/21/2022	11.38	105841
07/08/2022	18255		fairplay sign #1	1	06/21/2022	13.29	105640
07/05/2022	18244		chlorinator	1	06/21/2022	79.53	517470
07/08/2022	18255		747 bogue	1	06/21/2022	14.96	105841
07/08/2022	18255		1800 beaver creek road	1	06/21/2022	911.41	517495
07/08/2022	18255		850 hathaway	1	06/21/2022	246.77	105186
07/08/2022	18255		monument sign	1	06/21/2022	28.18	105640
07/08/2022	18255		501 main	1	06/21/2022	345.96	105195
07/05/2022	18244		1190 castello	1	06/23/2022	136.34	105650
07/05/2022	18244		200 2nd street	2	06/23/2022	114.27	517470
07/05/2022	18244		157 6th street	3	06/23/2022	69.15	105640
07/05/2022	18244		156 5th street	4	06/23/2022	11.38	105640
07/05/2022	18244		589 platte drive	5	06/23/2022	11.38	105841
07/05/2022	18244		419 front	6	06/23/2022	11.88	105640
07/05/2022	18244		san plant	1	06/23/2022	3,638.36	517680
07/08/2022	18255		street lights	1	07/01/2022	881.86	105640
Total 2296:						6,790.02	
07/14/2022	18275	South Park Ace & Lumber	Supplies	1	06/25/2022	73.95	105630
07/14/2022	18275		Supplies	2	06/25/2022	211.31	105883
07/14/2022	18275		Supplies	3	06/25/2022	35.98	517655
07/14/2022	18275		Supplies	4	06/25/2022	55.98	105134
07/14/2022	18275		Supplies	5	06/25/2022	19.98	105445
07/14/2022	18275		Supplies	6	06/25/2022	18.99	105830
07/14/2022	18275		Supplies	7	06/25/2022	23.99	105445
07/14/2022	18275		Supplies	8	06/25/2022	19.98	105150
Total 2405:						460.16	
07/08/2022	18247	KONICA MINOLTA BUSIN	C364E Copier	1	06/28/2022	348.05	105032
07/08/2022	18247		C364E Copier	2	06/28/2022	150.00	105130
Total 2448:						498.05	
06/20/2022	18197	CARD SERVICES	food for meeting	1	06/20/2022	44.99	105630
06/20/2022	18197		tap main line-blockhouse r	2	06/20/2022	1,075.00	517495
06/20/2022	18197		uniforms	3	06/20/2022	63.94	105630
06/20/2022	18197		dog kennels	4	06/20/2022	679.98	105025
06/20/2022	18197		car wash	5	06/20/2022	12.75	105625
06/20/2022	18197		Postage	6	06/20/2022	5.10	105445
06/20/2022	18197		web hosting	7	06/20/2022	89.95	105130
06/20/2022	18197		Supplies	8	06/20/2022	193.41	105030
06/20/2022	18197		Postage	9	06/20/2022	8.71	105130
06/20/2022	18197		Supplies	10	06/20/2022	315.82	105445
06/20/2022	18197		Postage	11	06/20/2022	1.18	517218

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
06/20/2022	18197		Postage	12	06/20/2022	15.17	105035
06/20/2022	18197		Supplies	13	06/20/2022	147.15	517214
06/20/2022	18197		car wash	14	06/20/2022	8.25	105625
06/20/2022	18197		Supplies	15	06/20/2022	58.99	105130
06/20/2022	18197		Supplies	16	06/20/2022	26.08	517214
06/20/2022	18197		tahoe repair	17	06/20/2022	137.76	105420
06/20/2022	18197		Supplies	18	06/20/2022	7.08	105445
06/20/2022	18197		car wash	19	06/20/2022	8.00	105420
06/20/2022	18197		car wash	20	06/20/2022	14.25	105420
06/20/2022	18197		car wash	21	06/20/2022	3.75	105420
06/20/2022	18197		training	22	06/20/2022	150.00	105424
07/14/2022	18260		dues	1	07/01/2022	194.93	105140
07/14/2022	18260		fedex	2	07/01/2022	69.34	517218
07/14/2022	18260		food for meeting	3	07/01/2022	43.25	105070
07/14/2022	18260		Supplies	4	07/01/2022	313.91	105171
07/14/2022	18260		Supplies	5	07/01/2022	44.45	105150
07/14/2022	18260		education	6	07/01/2022	40.00	105015
07/14/2022	18260		Supplies	7	07/01/2022	24.59	105030
07/14/2022	18260		Postage	8	07/01/2022	58.00	105035
07/14/2022	18260		Supplies	9	07/01/2022	10.63	105030
07/14/2022	18260		Supplies	10	07/01/2022	38.79	105150
07/14/2022	18260		Supplies	11	07/01/2022	25.86	105162
07/14/2022	18260		Supplies	12	07/01/2022	12.93	105171
07/14/2022	18260		Postage	13	07/01/2022	8.95	105035
07/14/2022	18260		Supplies	14	07/01/2022	64.68	105030
07/14/2022	18260		Supplies	15	07/01/2022	76.78	105030
07/14/2022	18260		Supplies	16	07/01/2022	12.30	105162
07/14/2022	18260		Supplies	17	07/01/2022	12.30	105171
07/14/2022	18260		Supplies	18	07/01/2022	108.73	105027
07/14/2022	18260		Supplies	19	07/01/2022	108.73	105630
07/14/2022	18260		Supplies	20	07/01/2022	179.73	105630
07/14/2022	18260		Supplies	21	07/01/2022	179.73	517214
07/14/2022	18260		Supplies	22	07/01/2022	33.99	105171
07/14/2022	18260		Supplies	23	07/01/2022	120.09	105150
07/14/2022	18260		Supplies	24	07/01/2022	388.44	105171
07/14/2022	18260		Supplies	25	07/01/2022	484.00	105162
07/14/2022	18260		Supplies	26	07/01/2022	454.00	105162
07/14/2022	18260		car wash	27	07/01/2022	7.25	105420
07/14/2022	18260		Supplies	28	07/01/2022	161.48	105445
07/14/2022	18260		conference	29	07/01/2022	520.00	105424
07/14/2022	18260		hotel	30	07/01/2022	88.03	105497
07/14/2022	18260		food for meeting	31	07/01/2022	197.17	105070
07/14/2022	18260		Supplies	32	07/01/2022	80.66	105130
07/14/2022	18260		food for meeting	33	07/01/2022	118.75	105110
07/14/2022	18260		Supplies	34	07/01/2022	44.08	105171
07/14/2022	18260		Supplies	35	07/01/2022	349.73	517430
07/14/2022	18260		food for meeting	36	07/01/2022	95.75	105630
07/14/2022	18260		car wash	37	07/01/2022	18.56	105420
07/14/2022	18260		car wash	38	07/01/2022	8.50	105625
07/14/2022	18260		car wash	39	07/01/2022	14.50	105625
07/14/2022	18260		car wash	40	07/01/2022	8.00	105420
Total 2503:						7,888.90	
07/14/2022	18259	Auto Truck Group	parts	1	06/07/2022	479.00	105625

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2567:						479.00	
07/05/2022	18234	CenturyLink	7198362622355B	1	06/19/2022	534.91	105065
07/05/2022	18234		acct 719-836-4609 502B	1	06/19/2022	66.02	517470
07/05/2022	18234		acct 82239760	1	06/24/2022	18.57	105065
Total 2614:						619.50	
06/20/2022	18202	Wittbrodt, Kim	cups for concerts	1	06/16/2022	30.34	105162
06/20/2022	18202		cups	2	06/16/2022	15.16	105171
06/20/2022	18202		cups	3	06/16/2022	45.50	105150
06/23/2022	18214		cell phone reimb	1	06/23/2022	50.00	105065
06/28/2022	18228		candy for parade	1	06/23/2022	313.91	105171
06/28/2022	18228		refund overpay on retireme	1	06/28/2022	200.00	104700
07/05/2022	18243		candy for burro parade	1	07/01/2022	418.97	105162
Total 2655:						1,073.88	
07/14/2022	18262	Colorado Natural Gas, Inc.	san office	1	07/05/2022	81.00	517234
07/14/2022	18262		natural gas-shop	1	07/05/2022	208.36	105650
07/14/2022	18262		natural gas	1	07/05/2022	77.05	105023
07/14/2022	18262		sewer treatment plant	1	07/05/2022	954.11	517680
Total 2728:						1,320.52	
07/05/2022	18238	Mobile Record Shredders	record shredding	1	06/29/2022	12.00	105030
Total 2793:						12.00	
06/23/2022	18209	J & M Displays	fireworks	1	05/20/2022	9,075.00	105171
Total 2800:						9,075.00	
07/05/2022	18235	Chaffee County Waste	6 yd weekly	1	06/02/2022	107.50	105023
07/05/2022	18235		6 yd weekly	2	06/02/2022	107.50	105650
07/05/2022	18235		2 yd biweekly	3	06/02/2022	69.00	517675
Total 2801:						284.00	
06/23/2022	18204	Bullock, Julie	cell phone reimburse	1	06/23/2022	25.00	517226
06/23/2022	18204		cell phone reimburse	2	06/23/2022	25.00	105645
Total 2812:						50.00	
06/20/2022	18198	Colorado Analytical Lab	waste water testing	1	06/16/2022	403.00	517665
Total 2864:						403.00	
06/28/2022	18225	South Park Brewing	beer for concert	1	06/26/2022	430.00	105150
07/08/2022	18253		kegs for 4th of July	1	07/05/2022	865.00	105171
Total 2873:						1,295.00	
06/20/2022	18201	Promark Industries, LLC	tahoe repair	1	06/15/2022	635.23	105420
07/14/2022	18274		ford repair	1	07/13/2022	1,506.40	105420

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2887:						2,141.63	
07/14/2022	18270	Pavement Maintenance Se	paving/recycled asphalt	1	07/11/2022	187,179.90	105670
07/14/2022	18270		paving at cohen park	2	07/11/2022	9,875.00	105883
Total 2897:						197,054.90	
07/14/2022	18266	George Zack	band for burro days	1	07/12/2022	800.00	105162
Total 2922:						800.00	
07/14/2022	18265	Fairplay Auto Supply	supplies	1	06/30/2022	288.39	105625
07/14/2022	18265		supplies	2	06/30/2022	288.38	517242
Total 2948:						576.77	
07/05/2022	18232	Brand Evolutions West	5k tshirts	1	06/29/2022	447.66	105171
Total 3020:						447.66	
06/28/2022	18220	Continental Divide Producti	sound for July 4th	1	05/20/2022	1,100.00	105171
06/23/2022	18216		sound for concert	1	06/23/2022	600.00	105150
07/14/2022	18263		sound for concerts	1	07/14/2022	500.00	105150
07/14/2022	18263		sound for concerts	2	07/14/2022	600.00	105162
Total 3123:						2,800.00	
07/14/2022	18267	Hunn Planning & Policy, LL	planning fees	1	07/06/2022	1,414.58	105105
Total 3183:						1,414.58	
07/08/2022	18249	Montrose Water Factory, L	bottled water	1	06/15/2022	20.50	105120
Total 3211:						20.50	
06/28/2022	18224	SGM	engineering	1	06/23/2022	468.00	105105
06/28/2022	18224		engineering	1	06/23/2022	334.00	105105
06/28/2022	18224		engineering	1	06/22/2022	1,182.00	105105
07/08/2022	18252		engineering	1	05/23/2022	1,393.00	105105
06/28/2022	18224		the bluffs	1	06/23/2022	351.00	105105
06/28/2022	18224		stone river	1	06/23/2022	487.50	105105
Total 3272:						4,215.50	
06/23/2022	18207	Ernst, Sarah	cell phone reimburse	1	06/23/2022	50.00	105065
Total 3313:						50.00	
07/14/2022	18269	Park County Government	monthly internet	1	07/01/2022	105.00	517226
07/14/2022	18269		monthly internet	2	07/01/2022	52.50	105065
07/14/2022	18269		monthly internet	3	07/01/2022	52.50	105455
Total 3381:						210.00	
07/08/2022	18251	Ryders Public Safety LLC	uniforms	1	04/08/2022	560.40	105410

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3431:						560.40	
06/28/2022	18222	Leslie Robbins	refund 2020 booth - robbin	1	06/23/2022	160.00	104756
Total 3456:						160.00	
07/05/2022	18241	Warm Springs Consulting	contract	1	07/01/2022	4,500.00	517417
07/05/2022	18241		contract	1	07/01/2022	5,000.00	517627
Total 3463:						9,500.00	
06/23/2022	18203	Bannister, Chris	cell phone reimburse	1	06/23/2022	25.00	105645
06/23/2022	18203		cell phone reimburse	2	06/23/2022	25.00	517226
Total 3464:						50.00	
06/23/2022	18213	Wagner, Alex	cell phone reimburse	1	06/23/2022	25.00	105645
06/23/2022	18213		cell phone reimburse	2	06/23/2022	25.00	517226
Total 3506:						50.00	
06/23/2022	18208	Graham, Donovan	cell phone reimburse	1	06/23/2022	25.00	517226
06/23/2022	18208		cell phone reimburse	2	06/23/2022	25.00	105645
Total 3519:						50.00	
06/20/2022	18196	All Around the Peaks Prop	deep clean <i>Town hall</i>	1	06/16/2022	780.00	105025
Total 3535:						780.00	
06/20/2022	18199	Kenosha Pest Specialist	pest control	1	06/18/2022	30.00	105025
06/20/2022	18199		pest control	1	06/18/2022	30.00	517260
Total 3564:						60.00	
06/20/2022	18200	Phoenix Technology Group	service contract	1	06/01/2022	780.00	105060
06/20/2022	18200		service contract	2	06/01/2022	780.00	517206
06/20/2022	18200		service contract	3	06/01/2022	480.00	105465
07/05/2022	18239		service contract	1	07/01/2022	480.00	105465
07/05/2022	18239		service contract	2	07/01/2022	780.00	105060
07/05/2022	18239		service contract	3	07/01/2022	780.00	517206
07/14/2022	18272		printer	1	07/06/2022	356.66	105030
Total 3580:						4,436.66	
06/23/2022	18212	Sciaccia, Janell	cell phone reimburse	1	06/23/2022	50.00	105065
Total 3583:						50.00	
07/05/2022	18242	Wilson Williams LLP	legal	1	06/30/2022	460.00	105057
07/05/2022	18242		legal	1	06/30/2022	1,272.74	105057
Total 3586:						1,732.74	
07/14/2022	18268	MissionSquare Retirement	retirement plan fee	1	07/13/2022	115.00	517002
07/14/2022	18268		retirement plan fee	2	07/13/2022	57.50	105602

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
07/14/2022	18268		retirement plan fee	3	07/13/2022	2.50	105302
07/14/2022	18268		retirement plan fee	4	07/13/2022	75.00	105002
Total 3587:						250.00	
06/23/2022	18210	Kleinschmidt, Sean	cell phone reimburse	1	06/23/2022	25.00	105645
06/23/2022	18210		cell phone reimburse	2	06/23/2022	25.00	517226
Total 3590:						50.00	
06/23/2022	18211	Mytech Partners, Inc.	firewall	1	06/20/2022	1,496.05	105065
Total 3603:						1,496.05	
07/08/2022	18254	SSP Waste Toilets	901 main	1	07/08/2022	302.10	105120
07/08/2022	18254		cohen park	1	07/08/2022	302.10	105842
07/08/2022	18254		fairplay beach port a pot	1	07/08/2022	151.05	105842
07/08/2022	18254		117 silverheels road	1	07/08/2022	152.14	105842
Total 3607:						907.39	
06/28/2022	18223	Rapidgrass, LLC	band for 4th of July-final	1	04/23/2022	1,250.00	105171
Total 3617:						1,250.00	
07/08/2022	18246	Hardesty Engineering and	gallery project	1	06/30/2022	4,770.19	517430
Total 3618:						4,770.19	
06/28/2022	18221	Jill Butryn	refund burro booth	1	06/23/2022	160.00	104756
Total 3619:						160.00	
06/28/2022	18226	Taylor Fence Company	fence at water plant	1	06/22/2022	8,544.00	517495
Total 3620:						8,544.00	
07/05/2022	18237	John Lacroix	race numbers-burro race/5	1	06/14/2022	40.00	105171
07/05/2022	18237		race numbers-burro race/5	2	06/14/2022	168.58	105162
Total 3621:						208.58	
07/05/2022	18236	CSG Systems Inc.	public hearing posters	1	06/30/2022	183.00	105070
Total 3623:						183.00	
07/14/2022	18280	Trippwire Productions, LLC	bank for concert	1	07/14/2022	3,000.00	105150
Total 3624:						3,000.00	
07/14/2022	18278	Tirzah Washington	refund burro booth	1	07/08/2022	160.00	104756
Total 3625:						160.00	
07/14/2022	18276	South Park Soapworks	refund burro booth	1	07/08/2022	160.00	104756

Town of Fairplay

Paid Invoice Report - Paid Bills - Board
Check issue dates: 6/17/2022 - 7/14/2022Page: 8
Jul 14, 2022 09:47AM

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3626:						160.00	
07/14/2022	18271	PDA Corporate Stores Divi	insurance adjuster for new	1	07/05/2022	334.82	105070
Total 3627:						334.82	
07/14/2022	18261	Charles Maloney	refund burro booth	1	07/14/2022	190.00	104756
Total 3628:						190.00	
Grand Totals:						293,753.79	

Report Criteria:

Detail report type printed

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-40-05 AD VALOREM TAX	25,505.31	168,203.37	234,399.00	66,195.63	71.8
10-40-10 SPEC. OWNERSHIP TAX	4,514.86	12,507.10	25,000.00	12,492.90	50.0
10-40-30 INTEREST ON PROPERTY TAX	101.27	103.39	500.00	396.61	20.7
10-40-40 DELINQUENT TAXES	285.89	293.21	.00	(293.21)	.0
10-40-55 50% SHAREBACK OF R&B LEVY	872.38	5,574.18	7,000.00	1,425.82	79.6
10-40-60 MOTOR VEHICLE REGISTRATION	451.75	1,668.69	4,000.00	2,331.31	41.7
10-40-70 SALES TAX	101,625.33	682,967.03	1,507,693.00	824,725.97	45.3
10-40-75 SALES TAX - STREETS	33,875.10	229,198.90	502,565.00	273,366.10	45.6
10-40-80 HIGHWAY USER'S TAX	2,424.58	13,112.81	36,000.00	22,887.19	36.4
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	.00	1,600.64	3,000.00	1,399.36	53.4
10-40-96 LODGING TAX	3,642.00	17,566.00	60,000.00	42,434.00	29.3
TOTAL TAXES	173,298.47	1,132,795.32	2,381,157.00	1,248,361.68	47.6
<u>LICENSES</u>					
10-41-10 LIQUOR LICENSES	225.00	4,200.00	3,000.00	(1,200.00)	140.0
10-41-30 DOG LICENSES	21.00	83.00	150.00	67.00	55.3
10-41-32 LIVESTOCK PERMIT	.00	75.00	25.00	(50.00)	300.0
10-41-34 COMMERCIAL FISHING PERMIT	150.00	450.00	450.00	.00	100.0
10-41-40 BUILDING PERMITS	246.00	2,127.00	5,000.00	2,873.00	42.5
10-41-41 SURCHARGE: STREETS	33.80	164.70	369.00	204.30	44.6
10-41-42 SURCHARGE: PARKS & REC	33.80	164.70	369.00	204.30	44.6
10-41-50 FRANCHISE TAX	2,913.10	31,022.02	58,000.00	26,977.98	53.5
10-41-60 GOLD PANNING PERMITS/DONATION	1,430.00	2,620.00	10,000.00	7,380.00	26.2
10-41-70 BUSINESS LICENSES	375.00	7,225.00	7,500.00	275.00	96.3
10-41-74 SHORT TERM RENTAL PERMITS	300.00	4,200.00	.00	(4,200.00)	.0
10-41-80 SIGN PERMITS	50.00	350.00	300.00	(50.00)	116.7
10-41-90 EXCAVATION PERMIT	100.00	500.00	100.00	(400.00)	500.0
10-41-92 MECHANICAL PERMIT	.00	50.00	.00	(50.00)	.0
10-41-94 STREET CUT PERMIT	.00	550.00	.00	(550.00)	.0
10-41-96 FENCE PERMIT	80.00	160.00	320.00	160.00	50.0
10-41-97 SPECIAL EVENTS PERMIT	.00	.00	1,000.00	1,000.00	.0
10-41-98 RESIDE/REROOF PERMIT	200.00	800.00	2,000.00	1,200.00	40.0
TOTAL LICENSES	6,157.70	54,741.42	88,583.00	33,841.58	61.8
<u>FEE INCOME</u>					
10-42-75 PLANNING & DEVELOPMENT FEES	.00	1,675.00	20,000.00	18,325.00	8.4
10-42-90 COPIES & FAXES	.00	.00	200.00	200.00	.0
TOTAL FEE INCOME	.00	1,675.00	20,200.00	18,525.00	8.3

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LAW ENFORCEMENT</u>					
10-45-05 TRAFFIC FINES	630.00	2,795.00	12,000.00	9,205.00	23.3
10-45-10 SURCHARGE: POLICE TRAINING	97.00	487.00	1,500.00	1,013.00	32.5
10-45-15 COURT COSTS	31.00	62.00	620.00	558.00	10.0
10-45-20 DEFAULT FEES	15.00	15.00	150.00	135.00	10.0
10-45-30 OTHER FINES	.00	35.00	500.00	465.00	7.0
10-45-80 VIN INSPECTIONS	490.00	1,669.00	400.00	(1,269.00)	417.3
10-45-90 MISCELLANEOUS	15.00	700.00	1,000.00	300.00	70.0
TOTAL LAW ENFORCEMENT	1,278.00	5,763.00	16,170.00	10,407.00	35.6
<u>INTEREST INCOME</u>					
10-46-05 INTEREST ON COLOTRUST	1,407.22	2,947.54	150.00	(2,797.54)	1965.0
10-46-30 INTEREST ON CHECKING	57.25	231.22	400.00	168.78	57.8
TOTAL INTEREST INCOME	1,464.47	3,178.76	550.00	(2,628.76)	578.0
<u>MISCELLANEOUS INCOME</u>					
10-47-00 MISCELLANEOUS INCOME	149.85	14,795.14	103,906.00	89,110.86	14.2
10-47-10 CEMETERY	.00	57.50	300.00	242.50	19.2
10-47-38 TOWN CLEAN UP DONATIONS	120.00	120.00	.00	(120.00)	.0
10-47-39 FOURTH OF JULY	1,015.24	1,015.24	10,000.00	8,984.76	10.2
10-47-49 STREET LIGHTING	890.43	5,375.66	10,800.00	5,424.34	49.8
10-47-50 SUMMER CONCERT SERIES	6,825.00	9,325.00	22,500.00	13,175.00	41.4
10-47-52 REAL COLORADO CHRISTMAS	.00	.00	500.00	500.00	.0
10-47-56 BURRO DAYS	11,679.21	20,620.98	50,000.00	29,379.02	41.2
10-47-59 BURRO DAYS RETAIL SALES	38.00	61.00	9,000.00	8,939.00	.7
10-47-62 501 MAIN - RENT & UTILITY	.00	464.37	1,500.00	1,035.63	31.0
10-47-65 MARDI GRAS	.00	6,200.00	10,000.00	3,800.00	62.0
10-47-81 GRANT-COHEN PARK	.00	92,739.00	.00	(92,739.00)	.0
10-47-82 CAMPING PERMITS/FACILITY USE	140.00	170.00	600.00	430.00	28.3
10-47-83 GRANT - FEDERAL	.00	98,906.13	.00	(98,906.13)	.0
10-47-90 MISCELLANEOUS REVENUE-EVENTS	.00	(500.50)	3,000.00	3,500.50	(16.7)
10-47-91 TOWN HALL - 901 MAIN	.00	.00	12,397.00	12,397.00	.0
TOTAL MISCELLANEOUS INCOME	20,857.73	249,349.52	234,503.00	(14,846.52)	106.3
TOTAL FUND REVENUE	203,056.37	1,447,503.02	2,741,163.00	1,293,659.98	52.8

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-50-02 401(A) EMPLOYER MATCH	282.92	1,818.06	4,271.00	2,452.94	42.6
10-50-05 SALARIES -ADMIN./CLERK/TREASUR	9,429.96	58,098.95	132,021.00	73,922.05	44.0
10-50-11 SS/MEDICARE EXPENSE	762.47	4,719.03	10,237.00	5,517.97	46.1
10-50-12 UNEMPLOYMENT EXPENSE	19.85	120.37	268.00	147.63	44.9
10-50-13 EMPLOYEE HEALTH INSURANCE	2,891.77	17,359.77	34,125.00	16,765.23	50.9
10-50-14 WORKER'S COMPENSATION	.00	667.00	693.00	26.00	96.3
10-50-15 EDUCATION	.00	854.00	6,000.00	5,146.00	14.2
10-50-16 ADMIN VEHICLE	461.56	2,884.75	6,000.00	3,115.25	48.1
10-50-23 TOWN HALL EXPENSE - UTILITIES	367.33	3,298.05	6,000.00	2,701.95	55.0
10-50-25 TOWN HALL EXP - REPAIR & MAINT	1,489.98	2,033.13	15,000.00	12,966.87	13.6
10-50-27 TOWN HALL EXPENSE - SUPPLIES	94.54	396.85	1,500.00	1,103.15	26.5
10-50-30 OFFICE SUPPLIES	205.41	1,378.59	4,000.00	2,621.41	34.5
10-50-32 EQUIPMENT RENTAL	337.87	1,973.80	5,000.00	3,026.20	39.5
10-50-35 POSTAGE EXPENSE	15.17	366.19	750.00	383.81	48.8
10-50-40 BANK/CREDIT CARD FEES	345.27	1,538.03	480.00	(1,058.03)	320.4
10-50-50 ELECTION EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-50-55 BOARD OF TRUSTEE SALARY	75.00	585.00	1,800.00	1,215.00	32.5
10-50-57 TOWN ATTY LEGAL SERVICES	1,659.79	9,541.26	20,000.00	10,458.74	47.7
10-50-60 COMPUTER/SOFTWARE/SUPPORT	29,443.50	34,629.43	7,000.00	(27,629.43)	494.7
10-50-65 TELEPHONE/INTERNET	2,281.20	6,117.28	14,000.00	7,882.72	43.7
10-50-70 MISCELLANEOUS EXPENSE	90.09	948.38	6,000.00	5,051.62	15.8
10-50-75 CODIFICATION	.00	650.00	3,000.00	2,350.00	21.7
10-50-76 ESTIP AGREEMENT	.00	571.50	4,000.00	3,428.50	14.3
TOTAL ADMINISTRATION	50,253.68	150,549.42	284,145.00	133,595.58	53.0
<u>COMMUNITY DEVELOPMENT</u>					
10-51-05 PROFESSIONAL FEES	5,014.75	13,260.00	40,000.00	26,740.00	33.2
10-51-10 EDUCATION/BENEVOLENCE (BOT)	.00	647.66	7,500.00	6,852.34	8.6
10-51-20 VISITOR CENTER	421.03	2,060.38	3,000.00	939.62	68.7
10-51-30 ADVERTISING AND MARKETING	1,528.16	7,133.31	15,000.00	7,866.69	47.6
10-51-34 TOWN BEAUTIFICATION	4,284.90	9,132.55	10,000.00	867.45	91.3
10-51-35 TOWN CLEAN UP	.00	271.00	9,000.00	8,729.00	3.0
10-51-40 DUES AND MEMBERSHIPS	.00	290.00	500.00	210.00	58.0
10-51-50 TGIFAIRPLAY EXPENSE	1,325.50	3,034.49	22,500.00	19,465.51	13.5
10-51-62 BURRO DAYS	30.34	483.27	43,000.00	42,516.73	1.1
10-51-66 MARDI GRAS	.00	8,281.46	10,000.00	1,718.54	82.8
10-51-70 MISCELLANEOUS EVENTS	.00	163.96	5,500.00	5,336.04	3.0
10-51-71 FIREWORKS/4TH OF JULY	11,675.59	14,057.50	18,000.00	3,942.50	78.1
10-51-74 REAL COLORADO CHRISTMAS	.00	1,085.40	2,000.00	914.60	54.3
10-51-75 DONATIONS	.00	.00	2,000.00	2,000.00	.0
10-51-80 FAIRPLAY FORWARD	.00	.00	10,000.00	10,000.00	.0
10-51-85 PROPERTY IMPROVEMENT INCENTIV	.00	2,643.00	20,000.00	17,357.00	13.2
10-51-86 850 HATHAWAY-BUS BARN	1,529.45	11,039.79	12,000.00	960.21	92.0
10-51-95 501 MAIN STREET	2,030.43	10,444.18	16,000.00	5,555.82	65.3
10-51-96 501 MAIN STREET REMODEL	.00	516.00	200,000.00	199,484.00	.3
TOTAL COMMUNITY DEVELOPMENT	27,840.15	84,543.95	446,000.00	361,456.05	19.0

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL SYSTEM</u>					
10-53-02 401(A) EMPLOYER MATCH	10.41	65.78	139.00	73.22	47.3
10-53-05 MUNICIPAL JUDGE SALARY	668.08	4,170.63	8,685.00	4,514.37	48.0
10-53-10 COURT CLERK	346.91	2,109.67	4,308.00	2,198.33	49.0
10-53-11 SS/MEDICARE EXPENSE	77.64	480.36	994.00	513.64	48.3
10-53-12 UNEMPLOYMENT EXPENSE	2.03	12.32	26.00	13.68	47.4
10-53-13 EMPLOYEE HEALTH INSURANCE	88.29	530.92	1,052.00	521.08	50.5
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	1,193.36	7,406.68	16,777.00	9,370.32	44.2
<u>PUBLIC SAFETY</u>					
10-54-01 POLICE SALARIES	23,563.88	129,255.88	282,713.00	153,457.12	45.7
10-54-04 PART TIME OFFICERS	.00	2,442.50	14,950.00	12,507.50	16.3
10-54-05 PENSION CONTRIBUTION	2,622.34	15,052.85	34,491.00	19,438.15	43.6
10-54-08 POLICE SALARIES OVERTIME	1,404.60	5,961.08	.00	(5,961.08)	.0
10-54-10 UNIFORMS AND ACCESSORIES	.00	1,056.91	5,000.00	3,943.09	21.1
10-54-11 SS/MEDICARE EXPENSE	361.51	2,144.09	5,243.00	3,098.91	40.9
10-54-12 UNEMPLOYMENT EXPENSE	49.94	129.34	595.00	465.66	21.7
10-54-13 EMPLOYEE HEALTH INSURANCE	7,138.31	39,771.56	97,212.00	57,440.44	40.9
10-54-14 WORKER'S COMPENSATION	.00	13,623.00	13,623.00	.00	100.0
10-54-15 FUEL	1,980.74	7,580.84	12,000.00	4,419.16	63.2
10-54-20 VEHICLE MAINTENANCE	798.99	2,729.81	15,000.00	12,270.19	18.2
10-54-24 PROFESSIONAL TRAINING EXPENSE	150.00	1,078.68	3,500.00	2,421.32	30.8
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	12,275.52	24,551.00	12,275.48	50.0
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	328.00	474.84	1,000.00	525.16	47.5
10-54-50 EQUIPMENT EXPENSE	.00	32,823.00	22,300.00	(10,523.00)	147.2
10-54-55 TELEPHONE - POLICE LINE	576.20	2,939.02	5,000.00	2,060.98	58.8
10-54-60 MEMBERSHIPS - DUES	.00	.00	500.00	500.00	.0
10-54-65 COMPUTER/SOFTWARE/SUPPORT	480.00	8,289.87	7,000.00	(1,289.87)	118.4
10-54-75 INVESTIGATIVE SERVICES	.00	771.20	3,500.00	2,728.80	22.0
10-54-80 OFFICER RECRUITING	.00	.00	1,000.00	1,000.00	.0
10-54-87 LIABILITY INSURANCE	.00	10,435.84	10,436.00	.16	100.0
10-54-97 PUBLIC RELATIONS	.00	309.03	500.00	190.97	61.8
TOTAL PUBLIC SAFETY	41,500.43	289,389.28	562,614.00	273,224.72	51.4

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
10-56-01 SALARIES	12,912.66	73,449.61	151,362.00	77,912.39	48.5
10-56-02 401(A) EMPLOYER MATCH	358.50	2,232.16	4,600.00	2,367.84	48.5
10-56-10 SEASONAL WAGES	.00	.00	10,000.00	10,000.00	.0
10-56-11 SS/MEDICARE EXPENSE	987.83	5,618.94	11,984.00	6,365.06	46.9
10-56-12 UNEMPLOYMENT EXPENSE	18.91	99.61	470.00	370.39	21.2
10-56-13 EMPLOYEE HEALTH INSURANCE	2,353.05	14,148.15	39,099.00	24,950.85	36.2
10-56-14 WORKER'S COMPENSATION	.00	5,964.00	5,965.00	1.00	100.0
10-56-15 FUEL	425.50	2,673.72	5,000.00	2,326.28	53.5
10-56-25 REPAIRS & MAINT - EQUIPMENT	182.49	2,571.22	15,000.00	12,428.78	17.1
10-56-30 TOOLS, MAT'L'S, & SUPPLIES	150.90	2,614.91	5,000.00	2,385.09	52.3
10-56-35 EDUCATION & TRAINING	.00	100.00	2,000.00	1,900.00	5.0
10-56-40 ELECTRIC STREET LIGHTS & SIGNS	1,001.83	5,677.90	12,000.00	6,322.10	47.3
10-56-45 TELEPHONE	165.70	1,094.20	2,700.00	1,605.80	40.5
10-56-50 MAINTENANCE BUILDING - UTILITY	530.84	6,157.63	8,600.00	2,442.37	71.6
10-56-55 MAPPING	.00	4,454.00	.00	(4,454.00)	.0
10-56-60 VEHICLE RENTAL PAYMENT	4,364.17	23,755.85	22,620.00	(1,135.85)	105.0
10-56-70 STREET REPAIRS	.00	3,115.15	250,000.00	246,884.85	1.3
10-56-82 TOWN SHOP BUILDING REPAIRS	.00	176.49	7,500.00	7,323.51	2.4
10-56-90 EQUIPMENT	.00	.00	47,000.00	47,000.00	.0
TOTAL PUBLIC WORKS	23,452.38	153,903.54	600,900.00	446,996.46	25.6
<u>PARKS & RECREATION</u>					
10-58-30 TOOLS, MATERIALS, & SUPPLIES	16.82	2,152.55	5,500.00	3,347.45	39.1
10-58-41 PARKS UTILITIES	25.66	200.08	400.00	199.92	50.0
10-58-42 VAULT RESTROOMS MAINTENANCE	605.29	2,637.72	2,500.00	(137.72)	105.5
10-58-50 CEMETERY EXPENSE	.00	434.70	3,500.00	3,065.30	12.4
10-58-83 COHEN PARK PROJECT	734.56	834.56	111,000.00	110,165.44	.8
TOTAL PARKS & RECREATION	1,382.33	6,259.61	122,900.00	116,640.39	5.1
<u>NON-DEPARTMENTAL EXPENDITURE</u>					
10-61-15 LIABILITY INSURANCE	.00	16,795.33	16,107.00	(688.33)	104.3
10-61-17 AUDIT FEES	420.00	4,500.00	4,500.00	.00	100.0
10-61-23 TREASURER'S FEES - MILL LEVY	610.88	3,426.63	4,000.00	573.37	85.7
10-61-25 PUBLISHING EXPENSE	103.20	1,079.99	2,000.00	920.01	54.0
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	1,134.08	27,443.95	30,607.00	3,163.05	89.7
TOTAL FUND EXPENDITURES	146,756.41	719,496.43	2,063,943.00	1,344,446.57	34.9
NET REVENUE OVER EXPENDITURES	56,299.96	728,006.59	677,220.00	(50,786.59)	107.5

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INTERGOVERNMENTAL REVENUES</u>					
20-44-10	COLORADO LOTTERY FUNDS	1,083.24	2,341.26	4,500.00	2,158.74	52.0
	TOTAL INTERGOVERNMENTAL REVE	1,083.24	2,341.26	4,500.00	2,158.74	52.0
	<u>INTEREST INCOME</u>					
20-46-50	INTEREST INCOME SAVINGS	1.73	3.96	10.00	6.04	39.6
	TOTAL INTEREST INCOME	1.73	3.96	10.00	6.04	39.6
	TOTAL FUND REVENUE	1,084.97	2,345.22	4,510.00	2,164.78	52.0

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSE</u>					
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	1,084.97	1,345.22	(10,490.00)	(11,835.22)	12.8

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
32-47-20 DEPT RENTAL PAYMENTS	8,345.09	47,641.37	103,676.00	56,034.63	46.0
TOTAL REVENUE	8,345.09	47,641.37	103,676.00	56,034.63	46.0
TOTAL FUND REVENUE	8,345.09	47,641.37	103,676.00	56,034.63	46.0

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

INTERNAL SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
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	(137,914.98)	(46,324.00)	91,590.98	(297.7)

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER REVENUE</u>					
51-42-05 POTABLE WATER	32,912.85	187,103.15	400,000.00	212,896.85	46.8
51-42-20 LIEN REVENUE	520.68	1,996.26	8,200.00	6,203.74	24.3
51-42-32 WATER FACILITY MAINTENANCE FEE	.00	243.64	500.00	256.36	48.7
51-42-34 WATER METERS, PRV, PARTS	254.42	1,191.23	1,000.00	(191.23)	119.1
51-42-36 PENALTY NON-COMPLIANCE	40.00	240.00	480.00	240.00	50.0
51-42-40 PLANT INVESTMENT FEES	60,000.00	67,500.00	13,500.00	(54,000.00)	500.0
51-42-60 OTHER WATER REVENUE	.00	.00	1,000.00	1,000.00	.0
TOTAL WATER REVENUE	93,727.95	258,274.28	424,680.00	166,405.72	60.8
<u>WASTEWATER REVENUE</u>					
51-46-05 WW USER FEES	55,989.29	336,257.49	668,880.00	332,622.51	50.3
51-46-20 LIEN REVENUE	409.50	2,017.30	.00	(2,017.30)	.0
51-46-40 PLANT INVESTMENT FEES	125,265.00	133,616.00	16,702.00	(116,914.00)	800.0
51-46-60 OTHER WASTEWATER REVENUE	.00	.00	100.00	100.00	.0
TOTAL WASTEWATER REVENUE	181,663.79	471,890.79	685,682.00	213,791.21	68.8
<u>INTEREST/FEE REVENUE</u>					
51-48-10 INTEREST ON INVESTMENTS	918.85	1,907.99	200.00	(1,707.99)	954.0
51-48-30 LATE FEES	640.16	3,764.97	9,000.00	5,235.03	41.8
TOTAL INTEREST/FEE REVENUE	1,559.01	5,672.96	9,200.00	3,527.04	61.7
TOTAL FUND REVENUE	276,950.75	735,838.03	1,119,562.00	383,723.97	65.7

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMPLOYEE EXPENSES</u>					
51-70-01 SALARIES	15,191.47	95,936.20	171,166.00	75,229.80	56.1
51-70-02 401A EMPLOYER MATCH	455.13	2,990.03	5,594.00	2,603.97	53.5
51-70-11 SS/MEDICARE EXPENSE	1,164.41	7,361.08	13,186.00	5,824.92	55.8
51-70-12 UNEMPLOYMENT EXPENSE	27.42	172.88	345.00	172.12	50.1
51-70-13 EMPLOYMENT HEALTH INSURANCE	3,614.17	21,707.54	42,209.00	20,501.46	51.4
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	290.00	1,200.00	910.00	24.2
TOTAL EMPLOYEE EXPENSES	20,482.60	131,458.73	236,675.00	105,216.27	55.5
<u>OFFICE/GENERAL EXPENSE</u>					
51-72-02 BANK/CREDIT CARD FEES	313.25	2,435.15	6,300.00	3,864.85	38.7
51-72-06 COMPUTER/SOFTWARE/SUPPORT-O	1,219.50	5,806.49	13,000.00	7,193.51	44.7
51-72-10 MISCELLANEOUS	250.00	585.25	1,000.00	414.75	58.5
51-72-14 OFFICE SUPPLIES	173.23	424.19	3,500.00	3,075.81	12.1
51-72-18 POSTAGE EXPENSE	290.53	1,854.20	4,000.00	2,145.80	46.4
51-72-22 PUBLISHING EXPENSE	.00	.00	600.00	600.00	.0
51-72-26 TELEPHONE/INTERNET EXPENSE	230.00	1,385.00	3,000.00	1,615.00	46.2
51-72-30 TOWN HALL RENTAL PAYMENT	.00	.00	12,397.00	12,397.00	.0
51-72-34 UTILITIES-OFFICE	162.38	1,557.19	2,500.00	942.81	62.3
51-72-38 VEHICLE/EQUIP RENTAL TO ISF	1,935.00	11,610.00	24,000.00	12,390.00	48.4
51-72-42 VEHICLE MAINTENANCE/REPAIR	.00	763.90	2,500.00	1,736.10	30.6
51-72-44 FUEL	425.50	2,673.70	4,000.00	1,326.30	66.8
51-72-60 REPAIR & MAINT - OFFICE BLDG	100.00	250.00	5,000.00	4,750.00	5.0
TOTAL OFFICE/GENERAL EXPENSE	5,099.39	29,345.07	81,797.00	52,451.93	35.9
<u>CONTRACTUAL FEES</u>					
51-73-20 AUDITOR FEES	1,780.00	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
TOTAL CONTRACTUAL FEES	1,780.00	20,607.00	25,607.00	5,000.00	80.5

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER - PLANT & EQUIPMENT</u>					
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	22,500.00	54,000.00	31,500.00	41.7
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	9,518.73	17,964.72	25,000.00	7,035.28	71.9
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	40.30	578.19	1,650.00	1,071.81	35.0
51-74-60 PUMPHOUSE EXPENSE	.00	.00	1,500.00	1,500.00	.0
51-74-65 REPAIR & MAINTENANCE-EQUIP	.00	375.17	5,000.00	4,624.83	7.5
51-74-70 UTILITIES	152.33	1,294.87	3,000.00	1,705.13	43.2
51-74-75 TESTING AND SUPPLIES	48.00	494.60	1,000.00	505.40	49.5
51-74-80 TOOLS AND SUPPLIES	.00	2,043.09	2,000.00	(43.09)	102.2
51-74-85 WATER METERS	.00	5,850.42	30,000.00	24,149.58	19.5
51-74-90 WATER TANKS	14.52	300.96	10,000.00	9,699.04	3.0
51-74-95 WATER TREATMENT PLANT	10,879.62	19,209.48	15,000.00	(4,209.48)	128.1
TOTAL WATER - PLANT & EQUIPMENT	25,153.50	100,426.86	169,550.00	69,123.14	59.2
<u>WASTEWATER-PLANT & EQUIPMENT</u>					
51-76-10 CAPITAL EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
51-76-15 CHEMICALS AND SUPPLIES	.00	.00	1,000.00	1,000.00	.0
51-76-20 COLLECTION SYSTEM MAINTENANC	.00	.00	12,000.00	12,000.00	.0
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	25,000.00	60,000.00	35,000.00	41.7
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	.00	.00	10,000.00	10,000.00	.0
51-76-50 PERMITS/DUES/LOCATES	40.30	120.90	4,300.00	4,179.10	2.8
51-76-55 REPAIRS AND MAINTENANCE-EQUIP	988.40	6,393.37	15,000.00	8,606.63	42.6
51-76-60 SLUDGE REMOVAL/DISPOSAL	.00	.00	100,000.00	100,000.00	.0
51-76-65 TESTING AND SUPPLIES	403.00	3,256.18	6,000.00	2,743.82	54.3
51-76-70 TOOLS AND SUPPLIES	48.73	159.04	2,000.00	1,840.96	8.0
51-76-75 TRASH	.00	345.00	960.00	615.00	35.9
51-76-80 UTILITIES-PLANT	5,183.14	32,181.01	65,000.00	32,818.99	49.5
TOTAL WASTEWATER-PLANT & EQUIP	11,663.57	69,783.05	324,260.00	254,476.95	21.5
<u>DEBT SERVICE</u>					
51-80-02 LOAN PRINCIPAL	.00	.00	223,700.00	223,700.00	.0
51-80-04 LOAN INTEREST	46,667.84	46,667.84	93,841.00	47,173.16	49.7
TOTAL DEBT SERVICE	46,667.84	46,667.84	317,541.00	270,873.16	14.7

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	110,846.90	398,288.55	1,155,430.00	757,141.45	34.5
NET REVENUE OVER EXPENDITURES	166,103.85	337,549.48	(35,868.00)	(373,417.48)	941.1

Park County Sheriff's Office



& Fairplay Police Dept.



Hosting

*Police
and
Community
Partnerships*



*Free
Food
Games
and
Prizes*

*Get together with Friends, Family,
and Community Agencies such as
Local Businesses, County Fire
Dept's., Colorado State Patrol,
Colorado Forest Service, and more.*

August 2, 2022 6pm-9pm
Rodeo Arena, Park County Fairgrounds
880 Bogue St., Fairplay, CO 80440

Janell Sciacca

From: Kelsey Hanley [REDACTED]
Sent: Tuesday, June 28, 2022 12:11 PM
To: jsciacca@fairplayco.us
Cc: David
Subject: Board Decision for Cabin

Hi Janell.

Hope all is well! Curious when the board will decide on our comment submission for the cabin. We requested to change the current definition of the cabin as an ADU to something else more fitting. We are requesting to change the definition so we can offer the cabin as a short term rental.

Has the board made a decision? If not, when should we hear back from the board?

Thanks!
Kelsey & David

--

Kelsey Hanley, MPH
(317)420-9339

**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: Other Business Item A – Hanley Request to Change Definition of Accessory Structure at 615 Bogue

DATE: July 14, 2022

BACKGROUND/ANALYSIS:

Kelsey Hanley, owner of the property located at 615 Bogue Street, appeared in Town Hall earlier this year inquiring about the Short-Term Rental Ordinance and her ability to utilize a secondary dwelling on the property for this purpose. Ms. Hanley was told that the ADU on her property was not eligible for use as a short-term rental due to the fact the ordinance prohibited it. At that time she inquired if the definition could be changed and I advised her only option was to approach the Board to see if the ordinance could be changed, not the definition of the structure.

In reviewing the property file for this location, a garage or shed was converted to an additional dwelling via a remodel in January of 2021. In May, 2021, utilities (Water and Sewer) were extended. On both permit applications, the homeowner lists the type of structure as an additional structure or accessory dwelling.

The International Residential Code defines an accessory dwelling as “A structure that is accessory to and incidental to that of the dwelling(s) and that is located on the same lot.” The American Planning Association (APA) defines an accessory dwelling as “An accessory dwelling unit (ADU) is a smaller, independent residential dwelling unit located on the same lot as a stand-alone (i.e., detached) single-family home.” The APA further holds that “ADUs all have the potential to increase housing affordability (both for homeowners and tenants), create a wider range of housing options within the community, enable seniors to stay near family as they age, and facilitate better use of the existing housing fabric in established neighborhoods.”

Ms. Hanley maintains that the structure does not meet the definition of an ADU by the Fairplay Municipal Code standards since it is not a minimum of 400 s.f. In further reviewing the Town Code, the Town should not have allowed the structure to be converted to an Accessory Dwelling Unit (ADU), as it also is not located in the rear half of the residential lot it sits on.

While the Town can appreciate Ms. Hanley's position, Staff maintains that the structure in question is classified as an Accessory Dwelling Unit (ADU) and there is no other definition that it would fall under that would allow it to be use for short-term rental purposes.



Photo of subject property from front yard / Bogue Street.

CONCLUSION(S) AND RECOMMENDATION

Staff has reviewed the alternative permitted and special uses for the structure with Ms. Hanley under the Unified Development Code. Staff additionally maintains the structure is not eligible for Short-Term Rental under the current rules and regulations and recommends the Board of Trustees take no action on the request.

Sec. 16-7-10. Accessory dwelling units (ADUS).

Accessory dwelling units are intended to provide increased affordable housing opportunities within the Town and to facilitate housing in close proximity to places of employment.

- (A) Variances shall not be granted for an accessory dwelling unit.
- (B) Only one (1) accessory dwelling unit shall be permitted per lot.
- (C) Detached accessory dwelling units shall not be permitted on lots smaller than three thousand five hundred (3,500) square feet.
- (D) ADUs shall not contain more than eight hundred fifty (850) square feet and not less than four hundred (400) square feet. Only one ADU shall be allowed per principal building.
- (E) ADUs shall meet all current and applicable building codes including, but not limited to, fire, electrical and plumbing.
- (F) Each ADU shall contain a kitchen equipped, at a minimum, with an oven, a stove with two (2) burners, a sink, and a refrigerator/freezer with a capacity not less than six (6) cubic feet.
- (G) Each ADU shall contain a bathroom equipped with, at a minimum, a sink, a toilet and a shower.
- (H) No ADU shall contain more than two (2) bedrooms, and one (1) off-street parking space shall be provided for each bedroom in addition to the required parking space(s) for the principal building/use.
- (I) All water service connections made to an ADU shall comply with the Town's water and wastewater service connection requirements, and each ADU sharing and/or connected to the water and wastewater service line/system serving a principal building shall be assessed water service expansion/connection based on the fee schedule in place at the time the fee is paid.
- (J) Detached ADUs in a residential zone district must be located in the rear half of the residential lot or parcel unless the ADU is to be located within or above a garage.
- (K) An ADU may not be condominiumized and/or sold separate and apart from the primary building to which it is accessory.
- (L) The design, exterior treatments and color of an ADU shall be the same as, or compatible with, the design and exterior color and treatments of the primary building to which it is accessory.

(Ord. 2015-3, §1, 1-4-2016)

**Town of Fairplay**

400 Front Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622 phone
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STAFF REPORT

TO: Mayor and Board of Trustees

FROM: Kyle Parag, Building Official
Janell Sciacca, Town Administrator

RE: Modification to Town Adopted Frost Depth for New Construction

DATE: July 14, 2022

BACKGROUND/ANALYSIS:

Table R301.2(1) of the IRC and 1809.5 of the IBC require the adopting jurisdiction to determine a frost depth specific to the locality. The current Frost Depth of 24" does not have engineering or geotechnical information to support the value.

Frost depth is determined based on the average winter temperature of the region as well as the moisture content and soil types of the region. After a thorough review of the climatic and geotechnical conditions that are present in Fairplay, I believe the frost depth should be increased to a lower foundational level to reduce/eliminate frost heaving and increase the safety and lifespan of newly constructed buildings.

STAFF RECOMMENDATION

Staff recommends the Board approve Ordinance No. 9, Series 2022 as presented by motion, second and a roll call vote.

Attachments:

- Ordinance No. 9, Series 2022

TOWN OF FAIRPLAY, COLORADO**ORDINANCE NO. 9
(SERIES 2022)****AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 18 OF THE FAIRPLAY MUNICIPAL CODE, AND THE INTERNATIONAL RESIDENTIAL CODE, CONCERNING FROST LINE DEPTH**

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

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

WHEREAS, frost line, determined by the moisture and soil content, as well as the average temperature of the Park County and Fairplay region, is determined to be 44 inches and significantly more than the current 24 inch requirement;

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

Section 1. Section R301.2(1) is amended to increase the Frost Line Depth to 44 inches.

Section 2. Safety Clause. The Town Board hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Fairplay, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Board further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Should any one or more sections or provisions of this Ordinance or of the Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

Section 4. This Ordinance shall become effective thirty (30) days after final publication.

**INTRODUCED, READ AND PASSED, ADOPTED AND ORDERED PUBLISHED
IN FULL** in a newspaper of general circulation in the Town of Fairplay by the Board of Trustees
this ____ day of _____, 2022.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Resolution Approving PIIP Agreement with Molly Doell

DATE: July 14, 2022

Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with Molly Doell for the 240 Fourth Street Driveway Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$991.00 to go towards adding new gravel to define the parking area and removing old concrete and pouring new concrete which will improve the street view of the property. The property taxes paid for this property over the last five years is \$991.00. The estimate for the work is \$5,302.00. You have \$13,526.00 left in your PIIP line item for 2022. Staff recommends approval of this application.

Approval of this resolution will require a motion, second and a roll call vote.

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2022- 32

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND MOLLY DOELL FOR THE 240 FOURTH STREET DRIVEWAY PROJECT.

WHEREAS, the Town Board of the Town of Fairplay specifically finds that entering into this PIIP Agreement will enhance the appearance of the property thereby enhancing the appearance of the Town as a whole; and

WHEREAS, the Town Board finds that enhancing the appearance of the property and the Town promotes the public welfare including the expansion of retail sales tax and/or property tax generating business and expanded employment opportunities; and

WHEREAS, the Board of Trustees has reviewed the PIIP Agreement and finds it to be in compliance with the provisions of Section 4-9-80 of the Fairplay Municipal Code.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the Mayor is authorized to enter into this agreement between the Town of Fairplay and Molly Doell as described in the agreement, attached hereto as "Exhibit A", and to execute the same on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 18th day of July, 2022.

TOWN OF FAIRPLAY, COLORADO

(Seal)

 Frank Just, Mayor

ATTEST:

 Janell Sciacca, Town Clerk

34
12. **Notices.** Any written notices provided for or required in this PIIP Agreement shall be deemed delivered when either personally delivered or mailed, postage fully prepaid, certified or registered mail, return-receipt requested, to the parties at the following addresses:

To the Town: Town Administrator
 Town of Fairplay
 PO Box 267
 Fairplay, CO 80440

To the Owner: Molly Doell
 2182 S. Franklin Street
 Denver, CO 80210

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

Janell Sciacca, Town Clerk

OWNER:

Molly Doell

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
(240 FOURTH STREET DRIVEWAY PROJECT)**

35

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (240 Fourth Street Driveway Project) (hereafter referred to as the "240 Fourth Street Driveway Project PIIP Agreement") is made and executed this 18th day of July, 2022, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Molly Doell (hereafter referred to as the "Owner").

W I T N E S S E T H

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 240 Fourth Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by adding gravel and replacing concrete, which improvements will enhance the appearance of the Property and of the Town; and

WHEREAS, in entering into this PIIP Agreement, the Town Board of the Town specifically finds that the criteria for approval of a PIIP Agreement set forth in Section 4-9-80 of the Fairplay Municipal Code are met; and

WHEREAS, the parties hereto wish to set forth in full their agreement as to the nature and extent of the improvements which shall be constructed and installed by the Owner within and upon the Property, and the manner for and extent of the reimbursement to the Owner for a portion of the cost of such construction and installation; and

WHEREAS, the parties wish to memorialize all aspects of their agreement as to the terms and conditions of such reimbursement in this PIIP Agreement.

NOW THEREFORE, the parties hereto, for themselves, their successors and assigns (to the extent this PIIP Agreement is assignable, as specified hereinafter), in and for the consideration of the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant and agree as follows:

1. **Authority.** This PIIP Agreement is entered into in compliance with the provisions of Article 9, Chapter 4 of the Fairplay Municipal Code.

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than September 1, 2022, and shall be completed no later than December 31, 2022. Should the work not commence or not be completed by the dates specified above this PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Five Thousand Three Hundred ³⁶Two Dollars (\$5,302.00).
4. **Contractor.** There will be various contractors performing the work.
5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be Nine Hundred Ninely One Dollars (\$.00) and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. Owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.
6. **Maintenance of improvements.** Owner shall maintain the improvements in good condition and repair for a period of five years from and after the date of completion. Should Owner not perform this maintenance obligation Owner shall, upon written demand from the Town, refund to the Town all monies rebated to the Owner by the Town pursuant to this PIIP Agreement.
7. **Completion of work and payment of rebate.** Upon completion of the Work, Owner shall notify the Town of such completion and the Town shall perform an inspection of the improvements. If the improvements are completed in a satisfactory and workmanlike manner the Town shall accept same and shall, within thirty (30) day following such acceptance, rebate to the Owner the amount required by Paragraph 5 above.
8. **Annual appropriation.** The parties specifically acknowledge and agree that no undertaking on the part of the Town to rebate property taxes as specified herein constitutes a debt or obligation of the Town within any constitutional or statutory provision. The Town's obligations hereunder shall be subject to annual appropriation by the Town Board unless and until approved by the Town's electors.
9. **Assignment/Third party beneficiaries.** None of the obligations, benefits, and provisions of this PIIP Agreement shall be assigned in whole or in any part without the express written authorization of the Fairplay Town Board. In addition, no third party may rely upon or enforce any provision of this PIIP Agreement, the same being an agreement solely between the Town and the Owner, and which agreement is made for the benefit of no other person or entity.
10. **Successors and assigns.** This PIIP Agreement may be recorded and shall be binding on Owner's successors and assigns.
11. **Amendments.** This PIIP Agreement shall be subject to amendment only by a written instrument and executed by each party. Any such amendment shall require the approval by the Town Board of the Town of Fairplay at a regular or special meeting of the Town Board, and execution thereof by the Mayor and attestation by the Town Clerk.

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): Molly M. DoellProperty Address: 240 Fourth St, Fairplay, CO 80440Mailing Address: 2182 S Franklin St, Denver, CO 80210Phone: 719-232-7080Email: MollyDoell@gmail.com

Description of Project (attach photo of current property/project area, description and/or drawings of proposed improvements, estimates/bids, further narrative if needed, etc.):

• Gravel to improve appearance / clearly mark a parking area

• Removal of old concrete + pouring of new concrete work

[Note: Cannot be completed until conversion to natural gas, estimated dig in July]

Estimated Cost of Project: Gravel: \$442.13, Concrete removal/pour: \$4,860.00Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): \$991.26Amount of Matching Funds from Applicant (must be at least 50% of the cost of the project): \$4,310.87

Upon submission of this completed application a meeting will be scheduled for you to meet with the Town Staff regarding your application and the program.

By signing this application you certify that you have received and read the rules and regulations of the PIIP Program - Ordinance No. 1, 2014.

Applicant signature: Molly M Doell Date: 6/8/22

Ace Coring and Cutting LLC

PO Box 1741

Fairplay, CO 80440 US

+1 9704090269

acecoringandcutting@yahoo.com

Estimate**ADDRESS**

Molly Doell

240 4th Street

Fairplay, Colorado 80440

ESTIMATE # 2616road**DATE** 05/06/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Tear Out	Removal of Old pond/water feature Charged per sqft	198	6.50	1,287.00
Tear Out	Removal of old concrete patio Charged per sqft	147	6.50	955.50
Flat Work	Repouring of concrete Walkway and patio	349	7.50	2,617.50

TOTAL**\$4,860.00**

Accepted By

Accepted Date

AC Concrete/Snowstorm Sand & Gravel

PO Box 458
 50928 Hwy 9
 Alma, CO 80420
 719-836-1472

ESTIMATE**PREPARED FOR**

Molly Doell
 240 4th Street
 Fairplay, CO 80440
 (719) 232-7080
 mollydoell@gmail.com

PREPARED DATE

May 2, 2022

EXP. DATE

June 15, 2022

ITEM	QTY	PRICE	TOTAL
¾" Road Base Delivered	14.5 Tons	\$28.00 per ton	\$406.00
Freight Fuel Surcharge	4%		\$16.24
Estimated Tax			\$19.89
			\$442.13

Justin Clare , AC Concrete/ Snowstorm Sand and Gravel

May 2, 2022 719-330-6496





ARTICLE IX Property Improvement Incentive Program

Sec. 4-9-10. Short title.

There is hereby established within the Town of Fairplay a Property Improvement Incentive Program (PIIP).
(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-20. Legislative purpose.

The purpose of the Property Improvement Incentive Program created hereby is to encourage improvements to the exterior appearance of privately-owned structures and properties within the Town, thereby stimulating the economy of and within the Town, increasing tourist visits, and generally enhancing the livability of the Town all of which will, in the long term, increase property values and retail sales thereby increasing property and sales tax revenues to the Town for the provision of public services.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-30. Definitions.

As used in this Article and all sections thereof, the following phrases shall have the following meanings:

- (a) The term *improvements* shall mean improvements to the exterior façade of structures or the landscaping of real property located in the Town of Fairplay which improvements are visible from the street located directly to the front of the property or, as to properties located on street corners, from the street adjacent to the property. The term shall not include improvements to the interior of a structure, structural improvements or landscaping that do not enhance the appearance of the property, landscaping improvements that are temporary in nature, or structural improvements or landscaping that are screened from street view by fencing or other similar visual barriers.
- (b) The term *owner* shall mean the record owner of taxable real property or improvements thereon located in the Town of Fairplay, but shall not include the owner of public or governmental property.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-40. Participation.

Participation in the PIIP shall be based upon approval by the Town Board of the Fairplay, exercising its legislative discretion in good faith. Any owner of property may apply for participation in the PIIP as set forth in this Article. The Town Board shall consider complete applications in the order submitted and may approve, deny or approve in part, such applications based on the merit of the proposed project. Nothing contained in this Article shall be interpreted or construed to create an entitlement to participation in the PIIP. The Town Board may deny any application which it concludes does not adequately serve the public purposes of this Article.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-50. Agreement.

Approval by the Town Board of an agreement implementing this PIIP shall result in the granting of a rebate of all or a portion of the real property taxes paid to the Town by the owner of the property making the application for a period not to exceed the preceding five (5) tax years. The agreement shall contain, at a minimum, the terms set forth in Section 4-9-90 below.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-60. Uses.

The uses to which the PIIP rebate may be put by an applicant shall be strictly limited to the installation or construction of improvements to the property owned by the applicant and only upon the Town Board's finding that said improvements will serve the purposes set forth in Section 4-9-20.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-70. Amount of PIIP rebate—matching funds.

- (a) The total amount of the PIIP rebate paid to an applicant shall not exceed the amount of real property taxes paid by the owner of the property (whether the applicant or a preceding owner) to the Town for the preceding five (5) tax years. No PIIP rebate shall be made for property taxes paid to other public entities.
- (b) The total amount of PIIP rebate paid out by the Town in any calendar year to all PIIP participants shall not exceed the amount budgeted and appropriated for that purpose by the Town Board for that calendar year. PIIP applications received after the funds budgeted and appropriated for the PIIP in any calendar year are fully committed may be held in abeyance for consideration by the Board in the following year. Projects may be divided into phases and funded in successive years.
- (c) The owner of the property shall, as a condition of participation in the PIIP, pay not less than an amount equal to fifty percent (50%) of the total cost of the improvements.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-80. Criteria for approval.

Approval of an application for participation in the PIIP shall be given by the Town Board, at a public hearing held as a portion of a regularly scheduled Town Board meeting, based upon the following criteria:

- (1) No PIIP participation shall be approved where the total cost of the improvements is less than five hundred dollars (\$500.00).
- (2) The PIIP project must, as determined by the Town Board, enhance the overall appearance of the Town and the property for which the application is made.
- (3) The improvements must be constructed or installed by a contractor or professional experienced and capable of performing the work. The Town may maintain a list of pre-approved contractors but shall consider the qualifications of other contractors and professionals submitted by the applicant. In no case shall the work be performed by the applicant unless the applicant can establish, to the satisfaction of the Board, that the applicant is himself or herself, experienced and capable of performing the work in question.

- (4) The scope of work and accompanying plans submitted with the application shall be sufficiently detailed for their intended purpose.
- (5) The agreement required by Section 4-9-50 shall contain all of the terms set forth in Section 4-9-90 and shall be otherwise acceptable to the Board.

Approval shall be by motion adopted by a majority of the entire Town Board.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-90. Terms of agreement.

Each application for approval submitted to the Town Board shall be subject to approval by the Board solely on its own merits. Approval of an application shall require that an agreement be executed by the owner and the Town, which agreement shall, at a minimum, contain:

- (1) A scope of work and plans for the improvements to be constructed or installed;
- (2) The estimated cost of the project;
- (3) The name of the contractor or other person by whom the work will be performed;
- (4) The maximum amount of property tax to be rebated by the Town, and the maximum time during which said agreement shall continue, it being expressly understood that any such agreement shall expire and be of no further force and effect upon the termination date whether or not the work has been completed;
- (5) The matching funds to be furnished by the owner, which amount shall be not less than fifty percent (50%) of the total cost of the work to be performed;
- (6) The period during which the owner or the owner's successor in interest shall be obligated to maintain the improvements;
- (7) A provision providing that the property tax rebate shall only occur after completion of the work and final inspection and approval by the Town;
- (8) A statement that this is a personal agreement which is not transferable and which does not run with the land;
- (9) A statement that the agreement shall never constitute a debt or obligation of the Town within any constitutional or statutory provision;
- (10) An affirmative statement that the obligations, benefits, and/or provisions of this agreement may not be assigned in whole or in any part without the expressed authorization of the Town Board, and further that no third party shall be entitled to rely upon or enforce provision hereof;
- (11) An affirmative statement that the agreement will be recorded, and that the owner's obligation will run with the land and be binding upon the owner's heirs, successors and assigns; and
- (12) Any other provisions agreed upon by the parties and approved by the Town Board.

(Ord. No. 2014-1, 4-7-2014)

Sec. 4-9-100. Public purpose.

The Town Board has enacted this PIIP as a joint benefit to the public at large and to private owners for the purpose of: improving the appearance and livability of the Town; providing the Town with increased sales tax

revenues by increasing tourism; and allowing applicants an opportunity to improve properties, which improvements make those properties more valuable, thus increasing property tax revenues. The Town Board specifically finds and determines that creation of this PIIP is consistent with the Town's powers as a statutory municipal corporation, and that exercise of said powers in the manner set forth herein is in furtherance of public health, safety and welfare. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this PIIP, and the Town shall never be liable or responsible for any debt or obligation of any participant in this PIIP.

(Ord. No. 2014-1, 4-7-2014)

**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: Res. No. 33, Series of 2022 – On-Call Contract Engineering & Consulting Services

DATE: July 18, 2022

BACKGROUND/ANALYSIS:

The Town currently has a Professional Services Agreement with Hardesty Engineering & Mapping, LLC (HEM) for services related to the securing of grants and loans and progressing design of the Beaver Creek Water Treatment Plant (WTP) Rehabilitation Project and Infiltration Gallery activation project to 60% completion. Through the process of working with Ken and his team on the WTP project, we have discovered that there are other consulting-type services that he may be able to provide to the Town such as review of development applications for associated water consumption and issuance of will-serve letters. Therefore, HEM has suggested an On-Call agreement for consideration of the Board.

The Town also contracts engineering-related services with SGM but those are land planning, geotechnical and architectural related. Ken's services would be specifically associated with water and sewer matters. Again, this is an On-Call Agreement and these services would only be utilized as necessary when needed by Staff or at the direction of the Board. With the increased development activity and potential capital improvement projects related to water and sewer, Staff feels this agreement is very much warranted.

STAFF RECOMMENDATION

Staff recommends the Board approve Resolution No. 33, Series 2022 as presented by motion, second and a roll call vote.

Attachments:

- Resolution No. 33, Series 2022 and Professional Services Agreement

TOWN OF FAIRPLAY, COLORADO**RESOLUTION NO. 33
(Series of 2022)**

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

WHEREAS, the Town of Fairplay requires professional engineering and consulting services relating to water resource engineering, wastewater engineering and planning; and

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

WHEREAS, the Town agrees to pay the Consultant amounts as set forth in the proposal.

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

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

Section 2. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 18th day of July, 2022.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

EXHIBIT A**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 18TH day of July, 2022, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Hardesty Engineering & Mapping, LLC, an independent contractor ("Consultant").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. REPORTS, DATA AND WORK PRODUCT

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

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

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

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

III. COMPENSATION

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

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

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the Town, the Scope of Services shall be complete and Consultant shall furnish the Town the specified deliverables as provided in Exhibit A.

V. PROFESSIONAL RESPONSIBILITY

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

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

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

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

E. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than 10 percent (10 %) of the

required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the Town a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the Town reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. INSURANCE

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

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

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

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

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

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

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this

Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

VII. INDEMNIFICATION

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

VIII. TERMINATION

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

IX. CONFLICT OF INTEREST

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

X. INDEPENDENT CONTRACTOR

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

XI. WORKERS WITHOUT AUTHORIZATION

A. Certification. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

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

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

C. Verification.

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

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

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

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

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the

subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

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

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

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

XII. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

**Hardesty Engineering &
Mapping, LLC**



June 21, 2022

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

Re: Proposal for On-call Engineering Services, Town of Fairplay, 2022.

Dear Mrs. Sciacca:

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

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

I have included a 2022 rate sheet for this proposal. The rate sheet includes hourly rates as well as terms for expenses and mileage.

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

Sincerely,

HARDESTY ENGINEERING & MAPPING, LLC.

A handwritten signature in blue ink that reads "Ken Hardesty".

Ken Hardesty
Owner

HARDESTY ENGINEERING AND MAPPING, LLC

Professional Services Rate Sheet

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

Additional Fees:

- **Mileage Rate (\$0.625/mile):** Travel rate is based on the current 2022 IRS mileage reimbursement rate. Mileage will only be charged for project related travel.
- **Sub-contractor services (as billed):** If additional professional services are needed and authorized by the Client, then those services will be invoiced as they were billed to Hardesty Engineering and Mapping, LLC. Communications with the sub-contractor are billed at the Consulting Rate.
- **Other:** Other additional fees which may come up during the course of a contract or service request will require pre-authorization by the Client. These fees may include equipment purchase, rentals or travel, if necessary, such as airfare, lodging and meals.

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



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator / Clerk

RE: Monthly Report

DATE: June, 2022 Monthly Report

ACTIVITIES, ACCOMPLISHMENTS & PROJECTS

PERSONNEL

- Continuing to work on multiple items related to salaries, employee recognition, health & wellness program, job descriptions and personnel manual changes for updating in late 2022 and with 2023 budget process.

ADMINISTRATION / CLERK

- CDOT awarded a contractor for the Park County Transit Coordination and Development Plan to Fehr & Peers and a local stakeholders project kickoff meeting is scheduled for Monday, July 18 at the Rocky Mtn Rural Health.
- I attended the CML Conference in Breckenridge last month where I networked with colleagues from around the State and sat in on multiple sessions with timely topics such as Building Resilience In Drinking Water & Wastewater Utilities, Funding Water & Wastewater Improvements with the State Revolving Fund, Leading on Zoning for ADUs, and the CIRSA Annual Meeting where former Denver Bronco Karl Mecklenburg spoke about teamwork and striving to be the best.
- Phoenix Technology has received and is finishing building our new servers. We had a kickoff meeting Wednesday, July 13, to discuss the timeline for installation and switching over. We are also moving forward to replace aging machines in the Police Department and Finance. Some machines will be recycled this year to other Departments so we are creating a rotating schedule for replacement instead of buying all the machines at one time.
- GOCO has recommended the Town work with the County to combine processes for applying for funds for improving Parks, Trails and Open Space, especially as it relates to the River Park and Fairgrounds. I will be meeting with County Manager Eisenman to further discuss this suggestion.
- As of the writing of this report the Town has only issued a total of 9 Short Term Rental permits. There are 5 more in process and several others that have expressed interest Since it has now been over 2.5 months since the process began I will be reaching out to the few that were previously licensed but have not obtained the new permit giving them until the end of July to apply or they will lose their preference for obtaining a permit.
- The Town's new website has been active for a month and I have received many positive comments. We are still building out pages and soon, with the help of CAA Building Official Kyle Parag, will have some informational Building Guides online.
- A second Workforce Housing meeting took place on June 24 with CDOT, Park County, the School District, USFS and Town. DOLA Executive Director Rick Garcia attended. The Mayor and I also met with Commissioner Elsner and

County Manager Eisenman on Monday, July 11, to discuss a Workforce Housing Project on the old County Shop property in Town. They hope to demo the building in August and County Manager Eisenman and I have a Zoom meeting with several DOLA representatives on Tuesday, July 19, to go over plans and discuss funding opportunities.

- I am working to schedule CIRSA General Counsel Sam Light to come down and conduct his Elected Officials Training for Land Use Liability and the Basics of Quasi-Judicial Decision Making Training. This would start at 4 PM and we are preliminarily looking at August 1.
- CAA is still trying to figure out all the details for an agreement with NWFPD for fire and safety inspections. We will bring this back to the Board as soon as ready.
- I was asked to be a speaker for the Colorado County and City Managers Association(CCCMA) Summer Emerging Managers camp taking place July 21-22, 2022 in Woodland Park. They paid for my registration and lodging and I am excited to represent Fairplay.

DEVELOPMENT / LAND USE

- Staff held Development Review Meetings in both June and July. Things are still moving, but we do not anticipate bringing forth any of the applications in the near future.
- Town Planner Scot Hunn and I have not been able to meet to discuss development-related fee changes but are looking at spending 2 days discussing them while also reviewing the cabinet of Development files in my office so that they will be organized better and we both have the history of what has occurred.
- Town Planner Scot Hunn and Town Attorney Nina Williams are working up a quote to update the Town's UDC especially as it related to the PUD process. We have experienced quite a bit of feedback from developers that the code lacks clarity and information of standard processes.

CAPITAL IMPROVEMENT PROJECT UPDATES

1. 501 MAIN
 - The RFP for 501 Main went out the first part of July and the deadline for receipt of bids is Friday, July 29.
2. COHEN PARK
 - Cohen Park construction is almost complete. Public Works is working with Chuck Murphy, of PMS to obtain a quote for the installation of the Basketball Court and Star Playgrounds will be delivering the court-related items they bought to the Town this month.
 - A walk-through inspection with CIRSA has been scheduled at the end of July prior to the Town remitting final payment to Star.
3. RIVER PARK PHASE 2
 - The Town was awarded a \$750,000 MMOF grant with a local match of \$250,000.
 - I am working on another grant application for the Park County Land & Water Trust Fund to help offset the local match.
 - I am also talking with GOCO about the potential of additional funding opportunities for additional phases.
4. INFILTRATION GALLERY
 - Contract Engineer Ken Hardesty completed the CDPHE Eligibility Survey and PreQualification applications for both Water and Sewer projects for the Town and I submitted them on time.
 - We have a PreQualification meeting with CDPHE Project Manager Jeff Zajdel on August 2 to go over our submittals.
 - We are still waiting to hear anything further on any Congressionally Directed Spending grant award for this project.



MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Donovan Graham, Director of Public Works

RE: Staff Report

DATE: July 18, 2022

As everyone has probably seen the Paving project has been completed for this year and we added a parking lot makeover to Cohen Park and I believe it looks great.

2nd street is prepped for recycled asphalt and will be completed when equipment arrives.

Public Works staff has been working on the park clean up when weather allows, we have ordered the materials to complete the workout station border.

The Town is working with Chuck Murphy at PMS to get a quote for completion of the Basketball Court for Cohen Park. Staff is looking forward to the completion of the Park and a Grand Opening / Community Celebration early fall. We have also ordered new tables (see next page) to replace the old wooden ones and will move those to Town Hall to replace even older wooden tables.

Spruce Hill Subdivision (Whispering Aspens) is completing their sewer infrastructure. They already purchased 28 taps and are slated to buy an additional 15 in early 2022.

I am continuing to work on the Town's water production, usage and loss numbers and am waiting for some data to come in from other entities to complete this detailed report. A new spreadsheet has been built and Staff is working with the Water Treatment Plant engineering contractors Ken Hardesty, Bill Hahn and Ed Duerr to make sure the report is accurate and provides the proper information the Board wants to see and needs to know about the Town's overall water status.

Events: This year for Burro Days we have partnered with Vert Sites out of Summit County, in an effort to divert waste and manage the events materials more efficiently. Recycling containers will be available and managed by Vert Sites as well as vendor cardboard recycling. They will be on-site for the event on Saturday and Sunday.

6' Rectangular Table
 72" l x 30" w x 30.5" h tabletop
 72" l x 10" w x 18.5" h seats • 151 lbs.

1WG5687	1-5	6+
\$1,059.00	\$928.85 ea.	\$918.85 ea.

**TRENDING
NOW**

**10YR
GUARANTEE**
 Against Breakage



ADA



45" Square ADA Table
 55" l x 46" w x 30.25" h tabletop
 10" w x 18.25" h seats • 152 lbs.

1WG5686	1-5	6+
\$1,104.00	\$968.85 ea.	\$938.85 ea.