

**AGENDA**

**for the Board of Trustees of the Town of Fairplay, Colorado**  
**Monday, April 2, 2018 at 3:00 p.m. at the Fairplay Town Hall Meeting Room**  
**901 Main Street, Fairplay, Colorado**

- I. WORK SESSION – RIVER PARK PROJECT DESIGN FIRM INTERVIEWS @ 3:00 P.M.**
- II. CALL TO ORDER REGULAR MEETING @ 6:00 P.M.**
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**
- V. APPROVAL OF AGENDA**
- VI. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
  - A. APPROVAL OF MINUTES – March 19, 2018**
  - B. APPROVAL OF EXPENDITURES – Approval of bills of various Town Funds in the amount of \$26,745.94**
- VII. CITIZEN COMMENTS**
- VIII. UNFINISHED BUSINESS**
  - A. Other Discussion Items**
- IX. NEW BUSINESS**
  - A. Approval of Tier 1 DOLA Grant Application Submittal for River Park Design**
  - B. Should the Board Approve Adoption of Resolution No. 12, series of 2018, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A CONTRACT WITH PAVEMENT MAINTENANCE SERVICES, INC FOR WORK TO BE PERFORMED IN THE TOWN OF FAIRPLAY, COLORADO.”?**
  - C. Other New Business**
- X. STAFF REPORTS**
- XI. MAYOR AND TRUSTEE REPORTS**
- XII. ADJOURNMENT**

**Upcoming Meetings/Important Dates:**

Town of Fairplay Election Day	April 3, 2018 from 7 a.m. to 7 p.m.
Spud Fest presented by Friends of the Fairplay Community @ Hand Hotel	April 13, 2018
Board of Trustees Meeting	April 16, 2018 @ 6p.m.
Board of Trustees Meeting	May 7, 2018 @ 6 p.m.
South Park City Museum opens for the season	May 15, 2018
Fairplay Cemetery Clean Up	May 19, 2018 @ 9 a.m.
Board of Trustees Meeting	May 21, 2018 @ 6 p.m.
Fairplay Town Clean Up Days	June 1 – 3, 2018 from 7:30 a.m. to 6 p.m.
Board of Trustees Meeting	June 4, 2018 @ 7 p.m.
Contin-tail Fairplay Rock & Gem Show	June 7 – 10, 2018 from 9 a.m. to 5 p.m.
South Park Trail Marathon & ½ Marathon	June 9, 2018
Fairplay's Wearable Art Fest	June 9 – 10, 2018
Board of Trustees Meeting	June 18, 2018 @ 7p.m.
TGIFairplay Concert with Split Window	June 22, 2018 @ 6 p.m.

**This Agenda May Be Amended.**

*Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, March 29, 2018*



**MINUTES OF THE REGULAR MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
March 19, 2018**

**CALL TO ORDER REGULAR MEETING OF THE BOARD OF TRUSTEES**

The regular meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:00 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Gabby Lane who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Eve Stapp, Ray Douglas and Frank Just. Also in attendance were Town Attorney Lee Phillips, Town Administrator/ Clerk Tina Darrah, Public Works Director Vaughn Mead, Interim Police Chief Bo Schlunsen, Assistant to the Town Administrator Mason Green and Deputy Town Clerk Claudia Werner.

**AGENDA ADOPTION**

**Motion #1** by Trustee Just, seconded by Trustee Stapp, that the agenda be adopted as presented. Motion carried unanimously.

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

- A. **APPROVAL OF MINUTES** – March 5, 2018
- B. **APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$369,589.27.

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

**CITIZEN COMMENTS**

Bobbi Gore, with the South Park Senior Coalition, gave a brief description of the programs offered by the South Park Senior Coalition and requested the use of the meeting room at Town Hall for the Coalition's meetings which are held on the third Tuesday of each month. The Board instructed Bobbi Gore to talk with Staff regarding the availability of and scheduling for, the use of the meeting room.

**UNFINISHED BUSINESS**

- A. Other discussion items

No other discussion items were offered.

**NEW BUSINESS**

- A. Request for Donation from the American Legion for the Annual Easter Egg Hunt

Jeff Goble, from the American Legion Post #172, was present to thank the Town Board for its continued support of the Annual Easter Egg Hunt.

Mayor Lane presented Jeff Goble with a personal cash donation from the Board of Trustees in the amount of \$140.

**Motion #3** by Trustee Just, seconded by Trustee Douglas, that the Board approve the donation of \$100 to help defray some of the costs, incurred by the American Legion, of putting on the annual Easter Egg Hunt. A roll call vote was taken: Dodge - yes, Stapp – yes, Lane – yes, Douglas – yes, Just - yes. Motion carried unanimously.

- B. Should the Board Approve Adoption of Resolution No. 11, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE

**EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND PETER LYNN FOR THE LYNN SIDING PROJECT.”?**

Town Administrator/ Clerk Darrah presented the Property Improvement Incentive Program application from Peter Lynn for his residing project at 851 Hathaway Street, which will also include exterior door and window replacement. Staff has reviewed the application for \$611.00 towards exterior upgrades, estimated to cost a total of \$13,972.78, and found it in compliance with the PIIP rules and regulations.

Peter Lynn was present to answer Board questions regarding his exterior improvements project.

**Motion #4** by Trustee Just, seconded by Trustee Stapp, that the Board Approve Adoption of Resolution No. 11, series of 2018, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND PETER LYNN FOR THE LYNN SIDING PROJECT." A roll call vote was taken: Dodge - yes, Stapp – yes, Lane – yes, Douglas – yes, Just - yes. Motion carried unanimously.

**C. Discussion Regarding Open Carry Restriction on Town-Owned Property/ Right-Of-Ways, Immediately Adjacent to the School Property in Fairplay.**

Interim Police Chief Schlunsen presented information regarding a situation that recently came up at the Park County School District RE-2's Fairplay campus. He stated a "security movement" titled P4 is being organized by a parent of District students. The School Board, the Sheriff's Department and Interim Chief Schlunsen have met and discussed the potential effects of having an armed group of citizens patrolling the perimeter of the Fairplay school campus. As a result of these discussions, Town Attorney Phillips has provided copies of legislation pertaining to the regulation of open carry limitations within the Town limits, as well as a draft of an emergency ordinance to prohibit open carry on the Town right-of-way immediately adjacent to the school. A map showing the area where the proposed prohibition would be was also included in the information provided to the Board. The area would include all public right-of-ways immediately adjacent to the Fairplay campus except for the Hwy 9 right-of-way.

School Superintendent Joe Torrez and School Board President Foss Smith were present to voice their concerns regarding student and staff safety, talked about the school's safety protocols and answered Board of Trustees' questions. David Michael Smith, Robin Hoffman, Duane Thompson, Josh Thompson and Bobbi Gore all shared their opinions and concerns regarding the restriction on the open carry of firearms around the perimeter of the Fairplay school campus. Hiring of a School Resource Officer was discussed as a way to reinforce school safety.

The Board asked Town Attorney Phillips for direction regarding adoption of an emergency ordinance that would restrict the open carry of firearms within a particular area inside of the Town limits and Attorney Phillips cited Colorado State Statute which allows the Board to act on the ordinance at this meeting.

**Motion #5** by Trustee Dodge, seconded by Trustee Just, that the Board Approve Adoption of Ordinance No. 1, series of 2018, entitled, "AN EMERGENCY ORDINANCE ADDING A NEW SECTION 10-6-130 TO THE FAIRPLAY MUNICIPAL CODE PROHIBITING THE OPEN CARRYING OF FIREARMS IN CERTAIN AREAS ADJACENT TO THE PARK COUNTY SCHOOL DISTRICT RE-2 FAIRPLAY CAMPUS." A roll call vote was taken: Dodge - yes, Stapp – yes, Lane – yes, Douglas – yes, Just - yes. Motion carried unanimously.

**Other new business**

No other new business was offered.

**STAFF REPORTS**

Town Administrator/ Clerk Darrah reported that the ballots for the Town election have been mailed and the first voted ballots were returned to Town Hall today. She reminded the Board that proposals for the River Park Design are due by March 23<sup>rd</sup> and requested a Board Work Session on March 26<sup>th</sup> to review the proposals that are submitted.

Public Works Director Mead provided a comprehensive written staff report, verbally highlighted some of the major points covered in his report, and offered to answer Board questions.

Interim Police Chief Schlunsen thanked everyone that participated in the Active Shooter Program on Saturday, March 17<sup>th</sup> at the Fairplay campus of the Park County School District RE-2.

**MAYOR AND TRUSTEE REPORTS**

Mayor Lane and Trustee Just expressed their appreciation for Interim Police Chief Schlunsen and the other participants that carried out the Active Shooter Program at the Park County School District RE-2 Fairplay campus on March 17<sup>th</sup>.

Trustee Just stated that he would like to have a "Town of Fairplay Candidate Forum" that would allow the community to meet the candidates and have the opportunity to ask them questions. The Board and David Michael Smith stated that they were available to hold the forum at Town Hall on March 26<sup>th</sup> and Town Attorney Phillips stated that he would moderate the forum.

Trustee Dodge stated that he and Trustee Stapp will be attending a CDOT Transportation Committee meeting on Monday, March 26<sup>th</sup>.

Mayor Lane provided an update on the Health Services District and stated that the District received approximately \$29,000 from the first month's sales tax revenues, which were collected in January 2018. He also stated that the Health Services District Board will soon be conducting interviews for qualified health care professionals.

**ADJOURNMENT**

Mayor Lane, noting that there being no further business before the Board, declared that the meeting be adjourned at 7:55 p.m.

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Gabby Lane, Mayor

ATTEST:

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Claudia Werner, Deputy Town Clerk





## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Paid Bills

**DATE:** 3/28/2018

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Agenda Item: Bills

Attached is the list of invoices paid through March 28, 2018.

Total Expenditures: \$26,745.94

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

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
03/21/2018	13577	Main Street Garage	dodge repair	1	03/15/2018	454.47	105625
03/21/2018	13577		dodge repair	2	03/15/2018	227.23	507170
03/21/2018	13577		dodge tires	3	03/15/2018	227.23	617155
03/21/2018	13577		dodge repair	4	03/15/2018	.01	105625
Total 1336:						908.94	
03/21/2018	13581	Postal Pros Southwest, Inc	water billing	1	03/05/2018	153.80	507310
03/21/2018	13581		water billing	2	03/05/2018	153.80	617310
Total 1699:						307.60	
03/27/2018	13631	Thompson, Joshua	cell phone reimburse	1	03/27/2018	12.50	617320
03/27/2018	13631		cell phone reimburse	2	03/27/2018	12.50	507320
03/27/2018	13631		cell phone reimburse	3	03/27/2018	25.00	105645
Total 2108:						50.00	
03/21/2018	13585	USABlueBook	testing supplies	1	03/12/2018	462.27	617130
03/21/2018	13585		supplies	1	03/12/2018	1,081.63	617155
03/21/2018	13585		supplies	1	03/13/2018	344.54	507155
Total 2176:						1,888.44	
03/27/2018	13632	Werner, Claudia	cell phone reimb	1	03/27/2018	50.00	105065
Total 2242:						50.00	
03/21/2018	13586	Xcel Energy	945 quarry road	1	03/15/2018	16.27	507185
Total 2296:						16.27	
03/21/2018	13576	Laser Graphics	gold pan permits	1	03/13/2018	193.50	105130
Total 2437:						193.50	
03/21/2018	13574	Darrah, Tina	reimburse for employee inc	1	03/21/2018	150.00	105110
03/27/2018	13624		Cell Phone	1	03/27/2018	50.00	105065
Total 2482:						200.00	
03/21/2018	13580	Mountain Grown Gardens,	deposit for bloom baskets	1	03/21/2018	1,618.00	105134
Total 2517:						1,618.00	
03/21/2018	13570	American Legion	easter candy donation	1	03/21/2018	100.00	105175
Total 2526:						100.00	
03/21/2018	13582	PR Diamond Products	saw blades	1	03/15/2018	143.00	105630
Total 2632:						143.00	
03/27/2018	13626	Holscher, Mayberry & Com	progress bill audit	1	03/12/2018	3,300.00	617240



Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
03/27/2018	13626		progress bill audit	1	03/12/2018	2,400.00	507240
03/27/2018	13626		progress bill audit	2	03/12/2018	3,600.00	106117
Total 2649:						9,300.00	
03/27/2018	13634	Wittbrodt, Kim	cell phone reimb	1	03/27/2018	50.00	105065
Total 2655:						50.00	
03/21/2018	13573	Colorado Natural Gas, Inc.	525 hathaway	1	03/05/2018	373.15	105190
03/21/2018	13573		san office	1	03/05/2018	236.10	617104
03/21/2018	13573		sewer treatment plant	1	03/05/2018	1,871.22	617104
03/21/2018	13573		natural gas-shop	1	03/05/2018	395.86	507390
03/21/2018	13573		natural gas-shop	2	03/05/2018	395.87	105650
03/21/2018	13573		natural gas	1	03/05/2018	234.00	105023
Total 2728:						3,506.20	
03/27/2018	13629	Mead, Vaughn	cell phone reimb	1	03/27/2018	25.00	105645
03/27/2018	13629		cell phone reimb	2	03/27/2018	12.50	507320
03/27/2018	13629		cell phone reimb	3	03/27/2018	12.50	617320
Total 2739:						50.00	
03/21/2018	13584	Upbeat Site Furnishings	outdoor benches	1	03/13/2018	4,923.29	105134
Total 2740:						4,923.29	
03/27/2018	13628	Kasper, Gerrits	cell phone reimb	1	03/27/2018	50.00	105645
Total 2747:						50.00	
03/27/2018	13623	Bullock, Julie	cell phone reimburse	1	03/27/2018	50.00	105065
Total 2812:						50.00	
03/21/2018	13571	Clearwater Cleanup Comp	sand trap <i>at shop</i>	1	03/16/2018	760.00	105682
Total 2859:						760.00	
03/21/2018	13572	Colorado Analytical Lab	waste water testing	1	03/16/2018	380.00	617140
Total 2864:						380.00	
03/21/2018	13583	Schroeder, Sylvia	refund fees	1	03/21/2018	200.00	104770
Total 2971:						200.00	
03/21/2018	13578	Maintenance Engineering L	bulbs	1	03/12/2018	765.70	105625
Total 2987:						765.70	
03/27/2018	13630	Schlunsen, Arthur	cell phone reimburse	1	03/27/2018	50.00	105455
Total 2988:						50.00	
03/27/2018	13633	White, Kathleen	cell phone reimburse	1	03/27/2018	25.00	105645

*replaces lost check*

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
03/27/2018	13633		cell phone reimburse	2	03/27/2018	12.50	507320
03/27/2018	13633		cell phone reimburse	3	03/27/2018	12.50	617320
Total 3004:						50.00	
03/21/2018	13575	First Aid & Safety 2000	calibration	1	03/01/2018	85.00	617140
Total 3101:						85.00	
03/27/2018	13625	Green, Mason	cell phone reimburse	1	03/27/2018	50.00	105065
Total 3175:						50.00	
03/27/2018	13627	James D. Torrez	active shooter training	1	03/17/2018	1,000.00	105453
Total 3178:						1,000.00	
Grand Totals:						26,745.94	

## Report Criteria:

Detail report type printed



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Mason Green, Assistant to the Town Administrator

**RE:** Approval of Tier 1 DOLA Grant Application Submittal for River Park Design

**DATE:** 3/29/2018

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As per the direction given to Staff at the 3/26 Work Session, Staff has submitted a Tier 1 Grant Application to the Department of Local Affairs (DOLA) Energy/Mineral Impact Assistance Fund to help pay for the design of the River Park. The application was written based off DHM/SGM's proposal as, at the time of writing, their proposal was chosen. However, because Matrix Design's not-to-exceed cost is lower than DHM/SGM's not-to-exceed cost, choosing Matrix Design should not impact the grant. With the grant, the cost to the Town for the design of the River Park will be \$32,392.50.

Staff has worked with our DOLA representative, Greg Winkler, on the application. Greg spoke with Staff and provided direction prior to writing the application and then reviewed the completed application prior to submittal.

Staff recommends ratification of the submittal of the grant application. This requires a motion, second and roll call vote.



# COLORADO

## Department of Local Affairs

Division of Local Government

### ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM APPLICATION

#### Tier I or Tier II

Applications Must Be Submitted Electronically - Directions on Last Page

**-You are Highly Encouraged to Work with your Regional Field Manager when Completing your Application-**

#### A. GENERAL AND SUMMARY INFORMATION

1. Name/Title of Proposed Project: Fairplay River Park Master Plan

2. Applicant: The Town of Fairplay

(In the case of a multi-jurisdictional application, name of the "lead" municipality, county, special district or other political subdivision).

In the case of a multi-jurisdictional application, provide the names of other directly participating political subdivisions:

3. Chief Elected Official (In the case of a multi-jurisdictional application, chief elected official of the "lead" political subdivision):

Name:	<u>Gabby Lane</u>	Title:	<u>Mayor</u>
Mailing Address:	<u>P.O. Box 267</u>	Phone:	<u>970-376-2066</u>
City/Zip:	<u>Fairplay 80440</u>	Alt Phone	<u>N/A</u>
E-Mail Address:	<u>glane@fairplayco.us</u>		

4. Designated Contact Person (will receive all mailings) for the Application:

Name:	<u>Tina Darrah</u>	Title:	<u>Town Administrator/Clerk</u>
Mailing Address:	<u>P.O. Box 267</u>	Phone:	<u>719-836-2622 ex: 102</u>
City/Zip:	<u>Fairplay 80440</u>	Alt Phone	
E-Mail Address:	<u>Tdarrah@Fairplayco.us</u>		

5. Amount of Energy/Mineral Impact Funds requested:

(Tier I; Up to \$200,000 or Tier II; Greater than \$200,000 to \$1,000,000)

\$ 32,392.50

6. Description of the Project Scope of Work:

(Project Description of the various tasks involved in the project including specific data such as quantities, mileage, square feet, lineal ft. etc. as well as specific project location within city and or county etc.)

The project is the creation of a master plan for the Fairplay River Park. The master plan will serve as the blueprint for the development of approximately 100 acres of land along 1.3 river miles of the Middle Fork of the South Platte River in Fairplay, Colorado. The master plan will include the siting of entrance signage for the Town, a visitor's center, recreation trails and river access for fishing, camping and gold panning as well as plans for re-establishing critical stream functions, the protection of wetlands and the identification and protection of resident plant/animal species. Additionally, the clean up and removal of dredge tailings will be factored into the master plan, as will improvements to existing infrastructure.

7. Description: (Describe the problem, opportunity or challenge that resulted in the request.)

The Town of Fairplay owns approximately 100 acres along 1.3 river miles of the Middle Fork of the South Platte River. It is the desire of the Townspeople, Town Board of Trustees and Staff to develop this parcel of land into a recreational area linked to the adjacent Historic Downtown Core of Fairplay. Developing this land and improving the existing trails and campsites will be an economic boon to the Town of Fairplay. The River Park will be a point of pride for locals, add to the sense of community and offer an improved space to host concerts and other events. The River Park master plan will also address challenges within the community. The siting of a "Welcome to Fairplay" sign at the corner of U.S. Hwy 285 and CO Hwy 9 will help travelers to recognize there is more to Fairplay than the stretch along U.S. Hwy 285, effectively increasing traffic to businesses and creating a sense of place for residents. The siting of a visitor's center is the first step in being better able to serve travelers and tourists. The creation of additional outdoor recreation infrastructure will provide recreation activities within walking distance for the South Park School District and the Boys and Girls Club of the High Rockies as well as make Fairplay more of a destination location for tourism.

8. Local priority if more than one application from the same local government (1 of 2, 2 of 2, etc.) 1 of 1

9. Is the project on a State registered historic site or in a State registered Historic District? Yes( ) No(X).

If yes, please provide the registry number. \_\_\_\_\_ T12/48; partment may need to seek a determination of effect

from the State Historic Society. For more on the Colorado State Register of Historic Properties, please [click here](#).

**B. DEMOGRAPHIC AND FINANCIAL INFORMATION.**

**1. Population**

- a. What was the 2010 population of the applicant jurisdiction?
- b. What is the current population?

679  
 \_\_\_\_\_  
 700  
 \_\_\_\_\_

(Current/most recent conservation trust fund/lottery distribution estimate is acceptable.) What is the source of the estimate? CTF/ Lottery Estimate

- c. What is the population projection for the applicant in 5 years?  
 What is the source of the projection?

720  
 \_\_\_\_\_  
 State  
 Demographer  
 \_\_\_\_\_

**2. Financial Information (Current Year):**

In the column below labeled "Applicant" provide the financial information for the municipality, county, school district or special district directly benefiting from the application. In the columns below labeled "Entity", provide the financial information for any public entities on whose behalf the application is being submitted (if applicable).

**Complete items "a through k" for ALL project types:**

	Lead Applicant	Co-applicant	Co-applicant
a. Assessed Valuation (AV) Year: Most Recent	\$15,315,525		
b. Total Mill Levy	11.799		
c. Property Tax Revenue Generated (mill levy x AV / 1,000)	\$180,708		
d. Sales Tax (Rate/Estimated Annual Revenue)	4% / \$840,000	% / \$	% / \$
e. General Fund Budgeted Revenue	\$1,426,968		
f. General Fund Budgeted Expenditures	\$1,355,188		
g. General Fund Balance as of December 31 <sup>st</sup> of the previous year <b>General Fund Balance:</b>	\$495,578		
Portion of General Fund which is <b>Unassigned</b> ^^ (meets the definition identified in the GASB h. statement below)	\$495,578		
i. Total Budgeted Revenue (All Funds)*	\$2,059,385		
j. Total Budgeted Expenditures (All Funds)*	\$1,900,703		
k. Total Fund Balance (All Funds)*	\$1346,261		
l. Total Outstanding Debt (All Funds)**	\$539,095		

\* Sum of General Fund and all Special or Enterprise Funds

\*\* Include the total outstanding liability from all multi-year debt obligations (lease purchase agreements, certificate of participation and any other debt instruments).

^^Unassigned fund balance - Amounts that are available for any purpose; these amounts are reported only in the general fund and have not been committed by resolution, ordinance or contract and have not been budgeted for an intended purpose.

(Click [this link](#) to locate GASB Fund Balance definitions)

**For projects to be managed through a Special Fund other than the General Fund (e.g. County Road and Bridge Fund) or managed through an Enterprise Fund (e.g. water, sewer, county airport), complete items "k through o":**

**Complete items "l through p" for ALL project types:**

Identify the relevant Special Fund or Enterprise Fund:	___ Fund	___ Fund	___ Fund
m. Special or Enterprise Fund Budgeted Revenue	\$	\$	\$
n. Special or Enterprise Fund Budgeted Expenditures	\$	\$	\$
o. Special or Enterprise Fund Outstanding Debt**	\$	\$	\$
p. Special Fund Mill Levy (if applicable)	\$	\$	\$
q. Special or Enterprise Fund Balance as of December 31 <sup>st</sup> of the previous year	\$	\$	\$

**For Water and Sewer Project Only complete items "q through s":**

Complete items "q through s" for ALL project types:	Water	Sewer
r. Tap Fee	\$	\$
s. Average Monthly User Charge (Divide sum of annual (commercial and residential) revenues by 12 and then divide by the number of total taps served.) NOTE: Commercial and Residential Combined	\$	\$
t. Number of total Taps Served by Applicant		

\*\* Include the total outstanding liability from all multi-year debt obligations (lease purchase agreements, certificate of participation and any other debt instruments).





**D. PROJECT INFORMATION.**

The statutory purpose of the Energy and Mineral Impact Assistance program is to provide financial assistance to “political subdivisions socially or economically impacted by the development, processing or energy conversion of minerals and mineral fuels.”

**1. Demonstration of Need:**

**a. Why is the project needed at this time?**

Fairplay is in need of additional economic and tourism drivers as businesses in Fairplay are heavily reliant on tourism dollars to stay open. Just in 2018 the Town has lost three (3) businesses in its Historic Downtown Core. The Townspeople are invested in the beautification and preservation of the natural landscape and seek expanded outdoor recreation options at this time. The Townspeople have been aware that the Town has been buying property with this project in mind and they are eager to see the project started. Securing a master plan for the project is an imperative first step.

**b. How does the implementation of this project address the need?**

Turning the 1.3 river miles of the Middle Fork of the South Platte that run through Town from a series of dredge tailings into a recreation/destination location will certainly be an economic driver for the Town. Because businesses in Fairplay are reliant on tourism dollars the Town is in need of features that would bring tourists to Town, or cause pass-through traffic to stop, such as the River Park. Connecting the River Park with the Historic Downtown Core will help to ensure monies are spent at local businesses. Creating a master plan for the River Park will allow the Town Board of Trustees and Staff to show Townspeople that the Town is serious about the creation of the River Park and the protection, improvement and beautification of the natural landscape. Most importantly, the master plan will break the construction of the River Park into independent phases which can be completed according to the budgetary constraints the Town faces.

**c. Does this project, as identified in this application, completely address the stated need? If not, please describe additional work or phases and the estimated time frame. Do you anticipate requesting Energy and Mineral Impact Assistance funds for future phases?**

This project will provide the blueprint for the construction of the River Park. The master plan will break the construction of the River Park into 5 phases which can be completed independently of each other. The timeline for the completion of the entire River Park will be better known after the master plan is completed. However, it is estimated that the River Park will be completed in its entirety within the next ten (10) years. The Town of Fairplay will likely seek additional grant monies from the Energy and Mineral Impact Assistance fund for future phases.

**d. What other implementation options have been considered?**

The Town received four (4) proposals back after sending out the RFP. The Town Board and Staff reviewed these proposals in-depth and have chosen the proposal from DHM Design/ SGM Engineering.

**e. What are the consequences if the project is not awarded funds?**

The Town will be unable to develop and improve the stretch of land it owns along the Middle Fork of the South Platte River. The land will remain a majority of dredge tailings and the additional outdoor recreation the Townspeople seek will be pushed out until at least the next granting cycle. Most importantly, businesses within Town limits will continue to struggle without the benefit of additional economic and tourism drivers.

**2. Measurable Outcomes:**

**a. Describe measurable outcomes you expect to see when implementation of this project is complete. How will the project enhance the livability\* of your region, county, city, town or community (e.g. constructing a new water plant will eliminate an unsafe drinking water system and provide safe and reliable drinking water; the construction of a new community center will provide expanded community services, or projects achieving goals regarding energy conservation, community heritage, economic development/diversification, traffic congestion, etc.)?**

**\*(Livability means increasing the value and/or benefit in the areas that are commonly linked in community development such as jobs, housing, transportation, education, emergency mitigation, health and environment)**

The creation of the master plan will allow the Town to secure accurate and measurable outcomes regarding the impact of the River Park on the Town of Fairplay. For example, reestablishing critical stream functions, preserving wetlands and providing a destination location for tourists will yield a positive impact on both the environment and the economy. However, the true extent of this impact will become more clear once the true scope of work is understood through the master plan.

**b. How will the outcome of the project be measured to determine whether the anticipated benefits to this population actually occur?**

Once we understand the scope of the preservation we will be able to create a system to effectively measure the impact. Additionally, we will be able to track usage and increases in sales tax to measure the impact on tourism and the economy.

**c. Does this project preserve and protect a registered state historic building, facility or structure? If yes, please describe. Year of construction:**

No.

**d. Will this project implement an energy efficiency/strategy that could result in less carbon footprint or conserve energy use or capitalize on renewable energy technology? If yes, please describe.**

No.

e. Will the project be constructed with "Resiliency Framework", which is to build and construct with a plan to reduce risks by utilizing materials and constructing in areas to better withstand natural or man-made disasters, etc.? If yes, please describe.

Yes, Fairplay is still working with FEMA to recover from the flood of 2014 which destroyed the road leading to the Fairplay Beach (part of the existing infrastructure along the Middle Fork of the South Platte). Part of reestablishing critical stream functions and preservation efforts will focus on implementing a natural system which is better able to withstand natural disasters such as flooding.

### 3. Relationship to Community Goals

a. Is the project identified in the applicant's budget or a jurisdictionally approved plan (e.g. capital improvement plan, equipment replacement plan, comprehensive plan, utility plan, road maintenance and improvement plan or other local or regional strategic management or planning document)? What is its ranking?

Yes, the funds have been budgeted for the project. The project meshes with the Town of Fairplay's comprehensive plan as goals of the plan include providing additional space for outdoor recreation and the preservation of the environment.

### 4. Local Commitment and Ability to Pay/Local Effort

a. Why can't this project be funded locally?

The project would take an unreasonable percentage of the Town's budget and impact its ability to provide services to the Townspeople

b. Has this project been deferred because of lack of local funding? If so, how long?

No. The Town has been able to secure grants and budget portions of its general fund to purchase the land along the Middle Fork of the South Platte River.

c. Explain the origin of your local cash match. (Note: Whenever possible, local government cash match on a dollar for dollar match basis is encouraged.) Are the local funds committed or pending? If there are pending funds, when will the status of those funds be determined?

The local funds are already committed. These funds were built into the 2018 budget.

d. What other community entities, organizations, or stakeholders recognize the value of this project and are collaborating with you to achieve increased livability of the community? Please describe how your partners are contributing to achieve the improvement to the livability of the community through this project. If in-kind contributions are included in the project budget, detailed tracking will be required on project monitoring report.

Organizations such as the Friends of the Fairplay Community – a local citizen group, the South Park Chamber of Commerce, the Boys and Girls Club of the High Rockies, the Mosquito Range Heritage Initiative, the U.S. Forest Service and Park County all recognize the value of this project. Park County has contributed to the River Park through grant monies utilized to buy parcels of land and by aiding the Town with GIS services. The Friends of the Fairplay Community have spoken with the Town Staff regarding contributing their resources during the construction phases. Charlie Shultz, a local, has aided the Town with the creation of the RFP for the master plan. Currently only the Town of Fairplay is working on securing the master plan. We expect these groups to be exceedingly vocal during master plan community engagement events.

i. Please describe the level of commitment by each collaborator. (e.g. fee waivers, in-kind services, fundraising, direct monetary contribution, policy changes.)

N/A

ii. Please list the value of the resources that each collaborator is bringing to the program.

N/A

e. Has the applicant dedicated the financial resources in their current budget, reserve funds and/or unused debt capacity that are being used for the local matching funds? Explain if No

Yes.

f. Have the applicant's tax rates, user charges or fees been reviewed recently to address funding for the proposed project?

No.

g. If the tax rate, user charges or fees were modified, what was the modification and when did this change occur?

N/A.

h. Has the applicant contacted representatives from local energy or mineral companies to discuss the project? If yes, when was the contact and what was discussed.

No. We plan to contact Brannon Sand and Gravel and other local mining operations during the construction phases.

i. Has the applicant requested financial support from the industry? If yes, when was the contact, what amount did you request? What were the results? If no, why not?

Not yet. We plan to contact Brannon Sand and Gravel and other local mining operations during the construction phases.

**5. Readiness to Go**

a. Assuming this project is funded as requested, how soon will the project begin? **Select One (X)** Within 3 months,  3-6 months,  6-9 months or  9-12 months? What is the time frame for completion? **Select One ( )** Within 3 months,  3-6 months,  6-9 months,  9-12 months or  >12 months.

b. Describe how you determined that the project can be completed within the proposed budget as outlined in this application?

We have received a not-to-exceed budget from DHM Design and SGM Engineering for the creation of the master plan.

c. Has the necessary planning and design been completed? How? What additional design work remains? How did the applicant develop project cost estimates? Are any or permitting must still be completed, if any? When? How did the applicant develop project cost estimates? Is the project supported by bids, professional estimates or other credible information? Please attach a copy of any supporting documents.

No. This grant would provide the Town the means to obtain master planning documents which would allow the Town to begin construction on the River Park. The project is supported by the proposal provided by DHM Design and SGM Engineering.

i. What additional design work remains?

To create the master plan.

ii. How did the applicant develop project cost estimates?

By sending a request for proposal to select Colorado design firms, hosting a site visit and reviewing proposals from interested firms.

iii. Is the project supported by bids, professional estimates or other credible information? Please attach a copy of any supporting documents.

Yes.

iv. Are any Local, State or Federal permits required before the project can proceed? If yes, please describe.

No.

**6. Energy & Mineral Relationship**

a. Describe how the applicant is, has been, or will be impacted by the development, production, or conversion of energy and mineral resources.

Fairplay and the Fairplay area are home to many historic mines – all quite famous in Colorado’s History. The Town’s main recreational amenity is lned with the obvious remains of hydraulic mining and gold dredging. The Town continues to be impacted by development of mineral resources – specifically gold mining in areas immediately adjacent to the Town limits. We have 37 employees in Park County employed by the Energy/Mineral Industry (2017 DOLA data).

b. To further document the impact in the area, name the company or companies involved, the number of employees ([click to get # of employees](#)) associated with the activities impacting the jurisdiction and other relevant, quantitative indicators of energy/mineral impact.

We have 37 employees in Park County employed by the Energy/Mineral Industry – 4 documented in the Town of Fairplay (2017 DOLA data). The majority (32) are in the “metals” industry, which is based in and around Fairplay.

c. Cite actual use data that documents direct impact as it relates to the need for the project. For example, “heavy truck traffic directly related to energy development activities is impacting County Road X. a traffic count done in May 2015 showed energy related truck traffic increased from 100 trips per day to 300.”

N/A

**7. Management Capacity**

a. How will you separate and track expenditures, maintain funds and reserves for the capital expenditures and improvements as described in this project?

We will be provided with expense reports from DHM Design and SGM Engineering throughout the creation of the master plan. DHM Design and SGM Engineering have also presented a not-to-exceed budget which the Town can match expenses against for each step of the planning process. The master plan will allow the Town to understand the costs of each construction phase which in turn will allow the Town to budget for those costs. The Town uses Caselle accounting software and it allows for itemization, account and project tracking. It allows the Town to be completely oversee and account for expenditures through invoices and purchase orders. The Town Treasurer will be responsible for setting up and tracking individual accounts and line items for all project tracking.

b. Describe the funding plan in place to address the new operating and maintenance expenses generated from the project?

N/A

c. Describe the technical and professional experience/expertise of the person(s) and/or professional firms responsible to manage this project.

DHM Design has a portfolio of completed work that includes projects such as South Platte River Corridor, Breckenridge

Blue River Trail, Basalt River Corridor, and many others. Bill Neumann, the Principal-in-Charge and Point-of-Contact on the project has over 30 years of experience in landscape design and planning. SGM Engineering's Dan Cokley has over 25 years of experience in civil engineering. SGM has been involved in a variety of projects including Improvements to the City of Ouray's water system, Rehabilitation of the Town of Victor's Historic Downtown buildings and many others.

d. Does the project duplicate service capacity already established? Is the service inadequate? Has consolidation of services with another provider been considered?

No. The project does not duplicate established services. There is no master plan for the land that the Town owns along the Middle Fork of the South Platte River.

**E. HIGH PERFORMANCE CERTIFICATION (HPCP) PROGRAM COMPLIANCE.**

Colorado Revised Statutes (C.R.S. 24-30-1305.5) require all new facilities, additions, and renovation projects that meet the following applicability criteria to conform with the High Performance Certification Program (HPCP) policy adopted by the Office of the State Architect (OSA) if:

- o The project receives 25% or more of state funds; **and**
- o The new facility, addition, or renovation project contains 5,000 or more building gross square feet; **and**
- o The building includes an HVAC system; **and**
- o In the case of a renovation project, the cost of the renovation exceeds 25% of the current value of the property.

The HPCP requires projects that meet the applicability criteria above to achieve third party verification with the target goal of LEED Gold or Green Globes-Three Globes. Projects are strongly encouraged to meet the Office of the State Architect's (OSA) Sustainable Priorities in addition to the LEED prerequisites. Projects funded through DOLA that meet the above applicability criteria are required to complete the DOLA registration and tracking process. See DOLA's [HPCP web page](#) for more information or contact your [DOLA regional manager](#).

In instances where achievement of LEED Gold or Green Globe-Three Globes certification is not achievable, an applicant may request a modification of the HPCP policy or a waiver if certain conditions exist. DOLA staff will work with applicants to identify workable solutions to meet the program's intent to maximize building energy efficiencies.

**Please answer the following questions:**

(Complete this section only if your project application is for a building project, both new construction as well as renovation.)

1. Is the applicant seeking state funding for 25% or more of the total project cost (including all phases, if applicable)? Yes() No()  
(If no, the project does not meet the HPCP requirement and the rest of this section does not need to be completed)

Does the building include an HVAC system? Yes() No()

If yes, please check whether the proposed project includes a  HVAC upgrade or  new HVAC system.

2. Is this project (check all that apply):  new construction  renovation  new and renovation  
New building square footage: \_\_\_\_\_ SF Renovation square footage: \_\_\_\_\_ SF  
Is the building square footage (new construction and/or renovation) 5,000 SF or more? Yes() No()

3. For building renovation projects:

What is the current property value? (Determine based on assessed or appraised value) \$ \_\_\_\_\_

What is the total project cost for the renovations? \$ \_\_\_\_\_

Does the cost of renovation exceed 25% of the current value of the property? Yes() No()

4. If you answered "yes" to questions 1, 2, 3, and if applicable, 4, then your project meets the HPCP applicability criteria. Complete the HPCP registration form and preliminary checklist and submit with this grant application. (See DOLA's [HPCP web page](#) for registration and checklist form.)

**ADDITIONAL QUESTIONS:**

5. Have you included any additional costs in this grant application for third party verification to comply with the High Performance Certification Program? Yes() No() If yes, please specify the estimated cost for third participation verification/certification: \$ \_\_\_\_\_

6. Will you need assistance locating resources, third party consultants, or technical assistance for HPCP third party verification requirements, preparing cost estimates, or otherwise complying with the HPCP?  
Yes() No() Explain \_\_\_\_\_

*Note: If this application is for design services for a planned building project that meets the HPCP applicability criteria and the applicant intends to seek state funding for 25% or more of the total project cost, then the design should maximize high performance building certification standards (by completing the HPCP checklist) and build in anticipated project costs, as appropriate.*

**F. TABOR COMPLIANCE.**

1. Does the applicant jurisdiction have voter authorization to receive and expend state grants without regard to TABOR spending limitations? Yes() No(). If yes, explain:

Yes, The Town of Fairplay is be-bruced.

2. If the applicant jurisdiction receives a grant with State Severance funds, will the local government exceed the TABOR limit and force a citizen property tax rebate? Yes() No(). Explain.

3. Has the applicant jurisdiction been subject to any refund under TABOR or statutory tax limitations? Yes() No(). Explain.

4. Has the applicant sought voter approval to keep revenues above fiscal spending limits? Yes() No(). Explain.

The Town of Fairplay was de-bruced in 1996.

5. Are there any limitations to the voter approved revenues? (e.g., Can revenues only be spent on law enforcement or roads?) Yes() No(). Explain.

6. If the applicant jurisdiction is classified as an enterprise under TABOR, will acceptance of a state grant affect this status? Yes() No(). Explain.

**G. ENVIRONMENTAL REVIEW.**

Indicate below whether any of the proposed project activities:

1. Will be undertaken in flood hazard areas. Yes() No().

List flood plain maps/studies reviewed in reaching this conclusion. Describe alternatives considered and mitigation proposed.

2. Will the project affect historical, archeological or cultural resources, or be undertaken in a geological hazard area.

Yes() No().

If yes, describe alternatives considered and mitigation proposed.

3. Address any other public health or safety related concerns? Describe. Yes() No().

# APPLICATION SUBMISSION INSTRUCTIONS AND OFFICIAL BOARD ACTION DATE (REQUIRED)

Application and attachments must be submitted electronically in

WORD .DOC (Preferred) or .PDF Format (Unsecured) to:

[ImpactGrants@state.co.us](mailto:ImpactGrants@state.co.us)

Please Cc your [DOLA Regional Manager](mailto:DOLA Regional Manager) all documents as well to ensure receipt.

In email subject line include: Applicant Local Government name and Tier for which you are applying

-example- Subject: Springfield County EIAF Grant Request, Tier 1

**NOTE:** Please do not submit a scanned application (scanned attachments ok) .  
(if you are unable to submit electronically please contact your [DOLA Regional Manager](mailto:DOLA Regional Manager))

For any questions related to the electronic submission process, please call Leah Smith @ 303.864.7757

Attachments List (Check and submit the following documents, if applicable):

- ▶ Preliminary Engineering Reports \_\_\_\_\_
- ▶ Architectural Drawings \_\_\_\_\_
- ▶ Cost Estimates \_\_\_\_\_ X
- ▶ Detailed Budget \_\_\_\_\_ X
- ▶ Map showing location of the project \_\_\_\_\_ X
- ▶ Attorney's TABOR decision \_\_\_\_\_
- ▶ HPCP Registration, modification \_\_\_\_\_
- Or Waiver Form \_\_\_\_\_

\*\*\*\*\*

## Official Board Action taken on

3/26/2018

Date

**Submission of this form indicates official action by the applicant's governing board authorizing application for these funds.**

# Fairplay River Park

Prepared By: DHM Design

Fairplay, Colorado  
Work Plan and Professional Fees

Landscape Architect				Civil Engineer	
DHM Design				SGM Civil Engineers	
Principal-in-Charge Project Manager	Park Planner	Designer(s)	Ecologist	Civil Engineer	
\$ 165	\$ 135	\$ 75	Lump Sum	Lump Sum	

## DESCRIPTION OF SERVICES

### Landscape Architect:

- Prepare agenda for project kick-off meeting

1.00					
4.00	4.00		\$ 600.00	\$ 500.00	
	2.00	2.00			
2.00					

### Staff Meeting #1: Project Kickoff Meeting:

- Facilitate kick-off meeting with Town Staff, Town Board and Community Representatives
- Discuss agenda items for Strategic Planning Meeting
- Team meeting/site visit
- Staff Meeting #1 meeting notes/follow-up coordination
- Coordinate with project team and Town Staff to discuss project milestone dates
- Coordinate with project team and Town Staff to discuss project and review schedule
- Project Coordination

### Deliverables:

- Staff Meeting #1: Meeting notes - PDF format

Task A Subtotals: \$ 1,155.00 \$ 810.00 \$ 150.00 \$ 600.00 \$ 500.00

### Civil: (Research & Utility Locates)

- Utility Coordination:
  - Coordinate with Town and local utility companies to determine potential utility locations.
  - Obtain existing mapping from utility companies
  - Provide mapping to Town
- Dredge Relocation:
  - Provide research, analysis, planning and estimated cost for relocation of existing dredge to site

				\$ 300.00	
				\$ 500.00	

### Environmental and Landscape Architect: (Ecological Investigations and Basemap Assembly)

- Environmental Data Analysis:
  - Research of all existing information available to the Design Team
  - Coordination of various representatives for various stakeholder groups
    - (Trout Unlimited, National Wildlife Federation, etc.)
  - Compile all relevant information for use in Task 2 Master Planning efforts
- Field Inventory and Analysis:
  - Rapid Wetland Community Survey and Assessment
  - Riparian Systems and Habitat Assessment
  - Environmentally Sensitive Lands
  - Wildlife and Plant Species
  - Fisheries Habitat Assessment
  - Streambank Stability Survey
  - Restoration Opportunities Survey
  - Corridor Recreation Opportunities Survey/Document
- Review of existing facilities and existing drawings, studies and materials available
- Review all applicable codes, policies and procedures for corridor management
- Assemble base map info & review background information
- Prepare project schedule for team coordination
- Internal Design Team Coordination Meetings
- Project Coordination

			\$ 1,700.00		
			\$ 12,400.00		
1.00		4.00			
1.00		4.00			
		8.00			
	1.00				
1.00	1.00				
4.00					

### Deliverables:

- Project mapping (aerial survey & utility locates) - PDF format
- Documentation outline and listing of all relevant environmental data sets - PDF format
- Inventory and Analysis Site Plans incorporating Rapid Wetland Community Survey and Assessment, Riparian System and Habitat Assessment, Environmentally Sensitive Lands, Fisheries Habitat Assessment, Stream Bank Stability Assessment, Restoration Opportunities Survey - PDF format
- Photo Documentation Site Plan including specific locations and descriptions of key inventory and analysis sections of the natural resource portions of the master plan - PDF format
- Wildlife and Plant Materials spreadsheet and documentation of species known or likely to be found - PDF format
- Report providing descriptions and documentation of all listed site plan elements, along with specific ranking and methodology - PDF format

Task B Subtotals: \$ 1,155.00 \$ 270.00 \$ 1,200.00 \$ 14,100.00 \$ 800.00



**Landscape Architect:**

**Staff Meeting #2: Strategic Planning Meeting Agenda Review**

- Conference call with staff to review Strategic Planning Meeting Agenda, discussed at kick-off meeting
- Staff Meeting #2 meeting notes/follow-up coordination
- Internal Design Team Coordination Meetings
- Project Coordination

1.00	1.00				
	1.00				
1.00	1.00				
1.00					

**Deliverables:**

- Updated Strategic Planning Meeting agenda
- Staff Meeting #2: Meeting notes - PDF format

**Task C Subtotals:** \$ 495.00 \$ 405.00 \$ - \$ - \$ -

**Landscape Architect:**

**Staff Meeting #3: Strategic Planning Meeting**

- Facilitate a meeting with Town Staff and Town Board Representatives
- Staff Meeting #3 meeting notes/follow-up coordination
- Project Coordination

4.00	4.00		\$ 1,000.00		
	1.00				
1.00					

**Deliverables:**

- Staff Meeting #3: Meeting notes - PDF format

**Task D Subtotals:** \$ 825.00 \$ 675.00 \$ - \$ 1,000.00 \$ -

**Landscape Architect:**

- Open House #1 Meeting Preparation
  - Prepare presentation of preliminary assessment and initial design ideas
  - Design flyers, press release and meeting announcements
- Public Open House #1:** Review of Preliminary Assessment for Public Input
  - Facilitate Public Open House meeting and gather input from Public
  - Provide meeting notes and follow up

1.00	1.00	16.00			
		2.00			
4.00	4.00	4.00			
		1.00			
1.00	1.00	16.00			
		2.00			
4.00	4.00	4.00			
		1.00			
2.00					

- Open House #2 Meeting Preparation
  - Prepare presentation including preference boards for materials and programmatic elements
  - Design flyers, press release and meeting announcements
- Public Open House #2:** Review of Preliminary conceptual plan for Public review and comment
  - Facilitate Public Open House meeting and gather input from Public
  - Provide meeting notes and follow up
  - Project Coordination

**Deliverables:**

- Public Open House #1: Presentation Material - Hardcopy format
- Public Open House #1: Presentation Material - PDF format
- Public Open House #1: Meeting notes - PDF format
- Public Open House #2: Presentation Material - Hardcopy format
- Public Open House #2: Presentation Material - PDF format
- Public Open House #2: Meeting notes - PDF format

**Task E Subtotals:** \$ 1,980.00 \$ 1,350.00 \$ 3,450.00 \$ -

**Civil: (Cost Estimating and Project Management)**

- Planning level cost estimate:
  - Provide unit cost values based upon regional construction cost data compiled from recent bid activity
- Project Management:
  - Internal project management
  - Attendance at (2) project meetings - upon request

				\$ 500.00	
				\$ 500.00	

**Landscape Architect:**

- Prepare a preliminary conceptual plan for corridor grading and general layout of materials
  - Conceptual layout and materials
  - Typical Cross Sections
  - Enlargement of key areas
  - Incorporation of a Town "Welcome" sign into the Master Plan
- Preliminary Phasing Plan
- Provide preliminary concept level cost estimate
- Project Coordination

16.00	24.00	40.00			
1.00		1.00			
1.00		8.00			
3.00					

**Deliverables:**

- Draft Conceptual Master Plan Graphic - 1" = 50'+/- - Hardcopy format
- Draft Conceptual Master Plan Graphic - 1" = 50'+/- - PDF format
- Preliminary Cost Estimate - PDF format

**Task F Subtotals:** \$ 3,465.00 \$ 3,240.00 \$ 3,675.00 \$ - \$ 1,000.00

**Landscape Architect:**

**Staff Meeting #3: Progress Meeting**

- Facilitate a meeting with Town Staff and Town Board Representatives
- Staff Meeting #4 meeting notes/follow-up coordination
- Would recommend this meeting prior to presentation of preliminary plan to Public

4.00	4.00				
		1.00			
4.00	4.00				
		1.00			
1.00					

**Staff Meeting #4: Progress Meeting**

- Facilitate a meeting with Town Staff and Town Board Representatives
- Staff Meeting #5 meeting notes/follow-up coordination
- To be determined
- Project Coordination

**Deliverables:**

- Staff Meeting #4: Meeting notes - PDF format
- Staff Meeting #5: Meeting notes - PDF format

**Task G Subtotals:** \$ 1,485.00 \$ 1,350.00 \$ - \$ - \$ -

**Landscape Architect:**

**Staff Meeting #6: Agency Meeting**

- Facilitate a meeting with USACOE, FEMA, Colorado State Parks and Wildlife and local recreation district to gather input and consider other issues
- Staff Meeting #6 meeting notes/follow-up coordination
- Project Coordination

4.00		2.00			
			1.00		
3.00					

**Deliverables:**

- Staff Meeting #6: Meeting notes - PDF format

**Task H Subtotals:** \$ 1,155.00 \$ 195.00 \$ 150.00 \$ - \$ -

**Landscape Architect:**

- Prepare a draft master plan for review by Town Staff and Board
- Preliminary Master Plan level layout and materials
- Typical Cross Sections
- Revised enlargement of lay areas

**Staff Meeting #7: Town Staff and Town Board Draft Plan Presentation**

- Facilitate a meeting with Town Staff and Town Board representatives - to be followed up with a public hearing for Master Plan adoption
- Staff Meeting #7 meeting notes/follow-up coordination
- Project Coordination

16.00	24.00	32.00			
4.00	4.00				
	2.00	2.00			
3.00					

**Deliverables:**

- Staff Meeting #7: Presentation Graphic - PDF format
- Staff Meeting #7: Meeting notes - PDF format

**Task I Subtotals:** \$ 3,795.00 \$ 4,050.00 \$ 2,550.00 \$ - \$ -

**Landscape Architect:**

- Finalize Master Plan
- Finalize Master Plan based upon Town Board and Public comments
- Final Phasing Plan
- Project Coordination

8.00	16.00	24.00			
1.00		1.00			
3.00					

**Deliverables:**

- Final Master Plan Graphic - PDF format
- Final Master Plan Graphic - (20) copies

**Task J Subtotals:** \$ 1,980.00 \$ 2,160.00 \$ 1,875.00 \$ - \$ -

**Overall Subtotals:** \$ 17,490.00 \$ 14,445.00 \$ 13,050.00 \$ 15,700.00 \$ 2,300.00  
**Expenses (mileage, printing, etc.):** \$ 1,800.00

**Master Planning Total:** \$ 64,785.00

**Optional Aerial Drone Survey:** \$ 6,850.00

**Photogrammetry and Drones**

1. All time for scope of work outlined above to be billed hourly to a lump sum not-to-exceed fee.
2. As a value added service, DHM has not charged for actual travel time to in-person meetings
3. Optional Aerial Drone Survey: 120 acre area, mapping and imagery rectified to State Plane Coordinate system, Planning Level Topography



**FEE STRUCTURE**  
**DHM Design Corporation**  
Effective January 1, 2018

**Hourly Rates**

Principal Landscape Architect/Planner	\$140.00 - \$170.00
Principal Ecologist	\$140.00 - \$160.00
Associate Principal	\$115.00 - \$130.00
Senior Associate	\$105.00 - \$115.00
Associate	\$95.00 - \$105.00
Senior Designer/Planner	\$85.00 - \$95.00
Designer	\$75.00 - \$85.00
Natural Resources/GPS Technician	\$80.00 - \$95.00
Graphic Designer	\$80.00 - \$95.00
Clerical/Word Processing	\$60.00 - \$65.00

**Reimbursable Expenses**

Xerox Copies	\$ 0.12 per copy
Color Copies	\$ 1.50 per copy
In-House Computer Plots	
- Mylar	\$ 3.50 per square foot
- Vellum	\$ 2.30 per square foot
- Bond	\$ 0.45 per square foot
Color Computer Plots	\$ 2.80 per square foot
Mileage	\$0.535 per mile

All outside reimbursable expenses such as printing, copying, postage and deliveries are billed at our direct costs.

All sub-consultants will be billed at our direct cost plus 4% administrative charge.

Bills are rendered and due payable monthly. Terms: Due and payable within 45 days upon receipt of statements. 1.5% per month interest charged on all past due accounts.

Proposal price quotes shall remain in effect for a period of six months with renegotiation of hourly rates and reimbursable expenses at that time.



**FEE SCHEDULE 2018  
HOURLY RATE**

PRINCIPAL ENGINEER.....	\$188.00
SENIOR ENGINEER II.....	\$161.00
SENIOR ENGINEER I.....	\$146.00
ENGINEER IV.....	\$129.00
ENGINEER III.....	\$117.00
ENGINEER II.....	\$104.00
ENGINEER I.....	\$ 90.00
SENIOR PROJECT MANAGER.....	\$134.00
PROJECT MANAGER.....	\$124.00
PRINCIPAL CONSULTANT.....	\$188.00
SENIOR CONSULTANT II.....	\$150.00
SENIOR CONSULTANT I.....	\$129.00
CONSULTANT III.....	\$112.00
CONSULTANT II.....	\$ 97.00
CONSULTANT I.....	\$ 87.00
TECHNICIAN III.....	\$ 75.00
TECHNICIAN II.....	\$ 64.00
TECHNICIAN I.....	\$ 54.00
CLERICAL.....	\$ 70.00
SENIOR CADD/GIS.....	\$124.00
CADD/GIS III.....	\$107.00
CADD/GIS II.....	\$ 97.00
CADD/GIS I.....	\$ 80.00
CONSTRUCTION MANAGER.....	\$117.00
CONSTRUCTION TECHNICIAN II.....	\$107.00
CONSTRUCTION TECHNICIAN I.....	\$ 97.00
SURVEY MANAGER.....	\$150.00
LAND SURVEYOR.....	\$125.00
SURVEY PROJECT MANAGER.....	\$105.00
SURVEY TECHNICIAN.....	\$ 90.00
FIELD SURVEY (1-Man Crew).....	\$150.00
FIELD SURVEY (2-Man Crew).....	\$200.00
EXPERT TESTIMONY.....	\$338.00

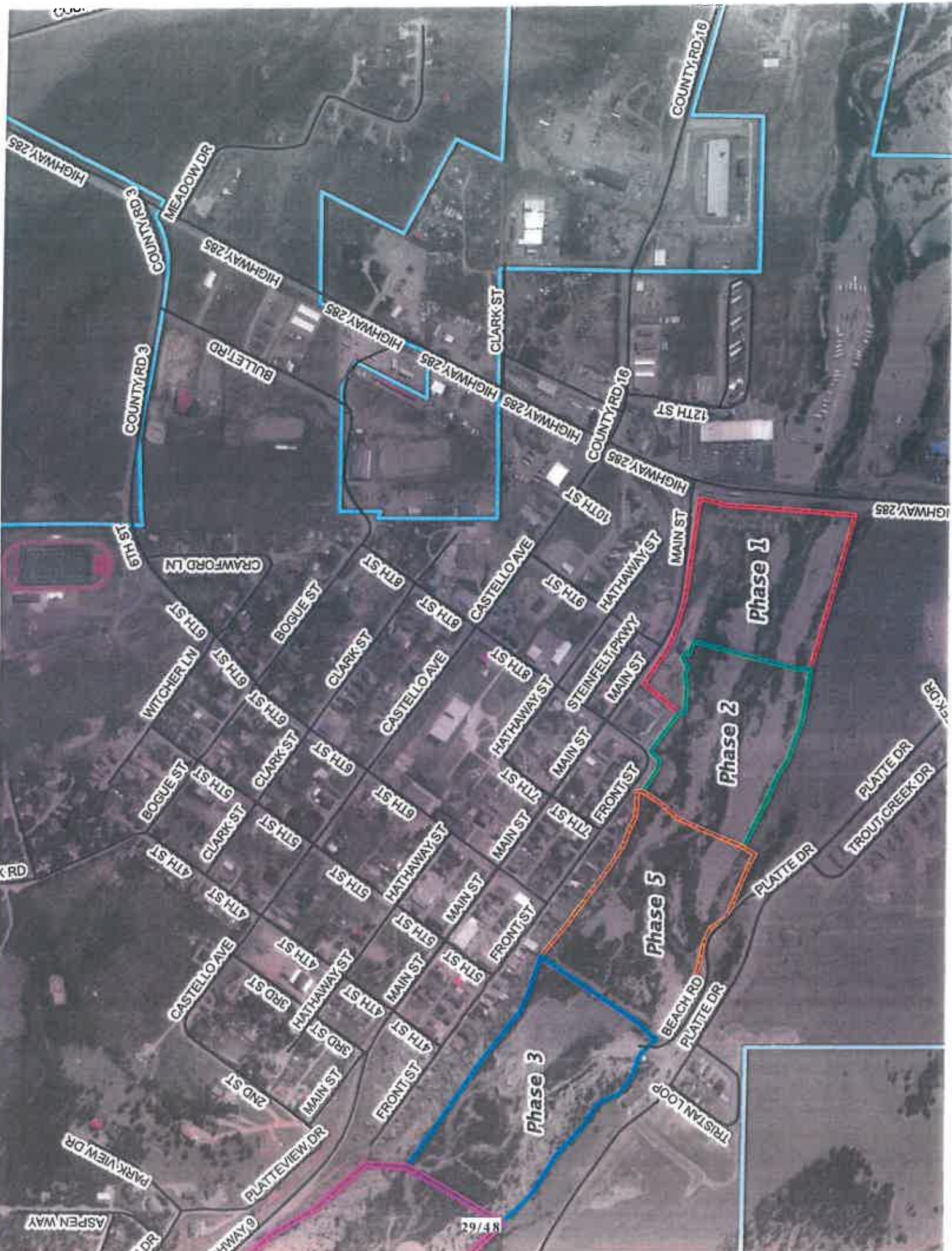
**REIMBURSABLES**

<u>Equipment</u>	<u>Rate</u>
Vehicle Mileage.....	\$0.545/mile
ATV / Snowmobile.....	\$125.00/day
UTV.....	\$250.00/day
Flow Tote.....	\$125.00/day

<u>Reproduction</u>	
Black & White Plots.....	\$ 5.50/sheet
Mylar Plots.....	\$19.00/sheet
Color Plots.....	\$30.00/sheet
Photocopies.....	\$ 0.25/page

Miscellaneous

Overtime will be charged out at 1½ times hourly rate. 10% will be added to all direct expenses, including FedEx, special delivery and courier charges, special consultants, subcontractors, laboratory tests, airfare, lodging, meals, car rental, telephone, outside printing expense, etc. Interest of 1.5% per month will be charged for invoices past 30 days.



Phase 1

Phase 2

Phase 3

Phase 4

Phase 5

COUNTY RD 16

HIGHWAY 285

COUNTY RD 3

MEADOW DR

HIGHWAY 285

BULLET RD

HIGHWAY 285

HIGHWAY 285

CLARK ST

COUNTY RD 16

12TH ST

HIGHWAY 285

5TH ST

CRAWFORD LN

WITCHER LN

BOGUE ST

8TH ST

CASTELLO AVE

9TH ST

10TH ST

MAIN ST

BOGUE ST

CLARK ST

6TH ST

CASTELLO AVE

7TH ST

HATHAWAY ST

8TH ST

STEINFELIPKWAY

MAIN ST

4TH ST

CLARK ST

5TH ST

HATHAWAY ST

6TH ST

7TH ST

MAIN ST

8TH ST

FRONT ST

CASTELLO AVE

HATHAWAY ST

3RD ST

4TH ST

5TH ST

MAIN ST

6TH ST

7TH ST

FRONT ST

2ND ST

MAIN ST

3RD ST

4TH ST

5TH ST

FRONT ST

MAIN ST

6TH ST

BEACH RD

PLATTE DR

PLATTE DR

TROUT CREEK DR

TRISTAN LOOP

PARKVIEW DR

ASPEN WAY

29/48





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Vaughn Mead, Public Works Director  
**RE:** Bids for Road and Intersection repairs  
**DATE:** March 28, 2018

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In 2015, the Town started a long term project to repair and maintain our Town Streets. This year I would like to continue with this project by putting a 3 inch overlay on the following Streets; Beaver Creek Lane from Silverheels Circle to 4<sup>th</sup> Street, including the intersections at Silverheels Circle and 4<sup>th</sup> Street; Hathaway Street From 4<sup>th</sup> Street to 3<sup>rd</sup> Street with the intersection at Hathaway Street and 3<sup>rd</sup> Street included; 3<sup>rd</sup> Street from Hathaway Street to Main Street to include the 3<sup>rd</sup> Street and Main Street intersection; Main Street from 3<sup>rd</sup> Street and combined with the Intersection at 2<sup>nd</sup> Street and Platte View Drive; 5<sup>th</sup> Street from Clark Street to Bogue Street; 8<sup>th</sup> Street from Castello Street to Bogue Street; and the final stretch for this year will be Platte Drive from Tristan Loop to Beach Road. After overlays are complete the paving company will put in three foot shoulders.

Of the two paving companies that I contacted only one responded.

Pavement Maintenance Services, Inc., which is the company we used for the last two overlays, did send a bid for the 74,630 square feet of the roadways listed above and the 19,584 feet of shoulder work. Their bid includes mobilization, preparation of areas, a 3 inch asphalt overlay and the necessary shoulders at a cost of \$145,701.80.

Staff recommends the Board approve entering into an agreement with PMS for this bid amount.

Recommended motion:

Motion to approve Resolution No. 13 entering into a Professional Services Agreement with Pavement Maintenance Services, Inc. to pave the mentioned section of Town roadways for an amount not to exceed \$145,701.80. This requires a second and a roll call vote.

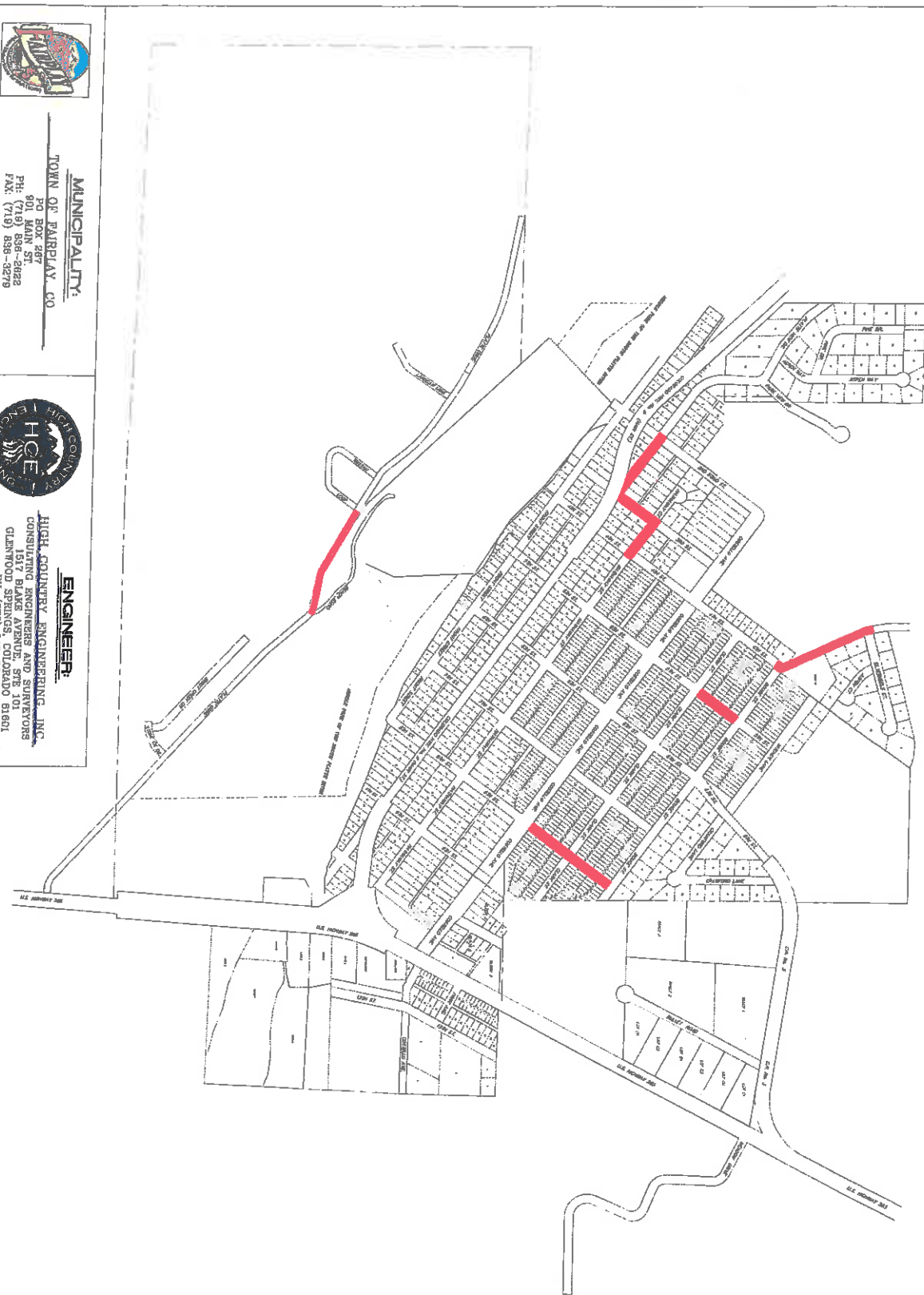
2018 roadway over lays

SQ. FT.

Silverheels to 4th	12,936
Hathaway from 3rd to 4th	5,060
3rd from Main to Hathaway	6,226
5th from Clark to Bogue	7,370
Main from 3rd to platte View	10,416
8th from Castello to Bogue	15,972
Platte Dr. Tristan to Beach Rd.	16,650
Total	74,630

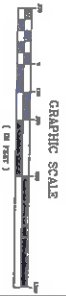


# TOWN OF FAIRPLAY, COLORADO 2018 STREET OVERLAY MAP



**LEGEND**

- STREETS TO BE OVERLaid
- AREA 7.5x0.75 SQUARE FEET
- ASPHALT THICKNESS 3 INCHES



**MUNICIPALITY:**  
TOWN OF FAIRPLAY, CO  
PO BOX 287  
901 MAIN ST.  
PH: (303) 836-2022  
FAX: (303) 836-2278



**ENGINEER:**  
HIGH COUNTRY ENGINEERING, INC.  
CONSULTING ENGINEERS AND SURVEYORS  
GLENTWOOD SPRING AVENUE, STE 101  
GLENTWOOD SPRING, CO 80150  
PH: (303) 845-6670  
FAX: (303) 845-6555

**RESOLUTION NO. 12**  
**(Series of 2018)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A CONTRACT WITH PAVEMENT MAINTENANCE SERVICES, INC FOR WORK TO BE PERFORMED IN THE TOWN OF FAIRPLAY, COLORADO.**

**WHEREAS**, Pavement Maintenance Services, Inc. has submitted a proposal for specific paving services to be performed in the Town of Fairplay and,

**WHEREAS**, the Fairplay Board of Trustees has made it known that this project is of utmost importance to the Town of Fairplay and,

**WHEREAS**, the Board of Trustees has reviewed the document and desires to enter into this agreement with Pavement Maintenance Services, Inc. for the services specified on the agreement.

**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 Pavement Maintenance Services, Inc. as described in the proposal, attached hereto, and to execute the same on behalf of the Town.

**RESOLVED, APPROVED, and ADOPTED** this 2<sup>nd</sup> day of April, 2018.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

\_\_\_\_\_  
Gabby Lane, Mayor

ATTEST:

\_\_\_\_\_  
Tina Darrah, Town Clerk

RES - contract authorization approval.

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 2nd day of April, 2018, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Pavement Maintenance Services, Inc., an independent contractor ("Consultant").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor 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. Contractor 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 Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract.

### **II. COMPENSATION**

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed 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 Contractor in performing all services hereunder.

B. Notwithstanding the maximum amount specified in subsection A hereof, Contractor shall only be paid for work performed.

### **IV. COMMENCEMENT AND COMPLETION OF WORK**

Upon receipt of a Notice to Proceed, Contractor 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 Contractor shall furnish the Town the specified deliverables as provided in Exhibit A.

## V. PROFESSIONAL RESPONSIBILITY

A. Contractor 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 Contractor 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 Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Contractor shall be responsible for the professional quality and timely completion, of the Scope of Work under this Agreement. Contractor shall, without additional compensation, correct or resolve any workmanship that falls below standard of professional practice.

## VI. INSURANCE

A. Contractor 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 Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Contractor shall procure and maintain, and shall cause any subcontractor of Contractor 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 contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

D. Contractor shall provide to the Town a certificate of insurance, completed by Contractor'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 Contractor 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 Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

## **VII. INDEMNIFICATION**

Contractor 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 Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

## **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 Contractor 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 Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor 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 Contractor.

**IX. CONFLICT OF INTEREST**

Contractor 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**

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

**XI. ILLEGAL ALIENS**

A. Certification. Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that the Contractor 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. Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) If Contractor has employees, Contractor 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) Contractor 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 Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

a. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien 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 illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Contractor 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 Contractor is complying with this Agreement.

E. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor 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 Contractor 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor:

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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 (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) 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**

\_\_\_\_\_  
Gabby Lane, Mayor

ATTEST:

\_\_\_\_\_  
Tina Darrah, Town Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Herbert C. Phillips, Town Attorney

**CONTRACTOR**

By: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_  
day of \_\_\_\_\_, 2008, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(SEAL)

\_\_\_\_\_  
Notary Public

**NO EMPLOYEE AFFIDAVIT**

*[To be completed only if Contractor does not have any employees]*

**1. Check and complete one:**

I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_ I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the course of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the Federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, \_\_\_\_\_, as a public contractor under contract with the Town of Fairplay (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(SEAL)

\_\_\_\_\_  
Notary Public



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

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Bids for the Town of Fairplay Street Paving project will be received until 5:00 P.M., **March 28, 2018**. Bids may be physically delivered to Town Hall at 901 Main Street, Fairplay, CO 80440, or sent via US mail to PO Box 267 Fairplay, CO 80440. Bids will be privately opened and reviewed by the Town of Fairplay. The bid selection will be based on both bid price and Bidder qualifications. All Bidders will be notified once a selection has been determined. All bids will remain confidential, and **NO** summary of bids will be released.

Plans and Specifications will be available in PDF format via the Town of Fairplay's website under the "employment" tab (<http://fairplayco.us/employment.html>) or at the Administrative office of the Town of Fairplay, 901 Main Street, Fairplay CO. The plan holders shall provide contact information to the Town of Fairplay in order to receive bid addendums.

Bidders are encouraged to visit the site during regular business hours, prior to the bid date. Bidders shall contact the Town of Fairplay, prior to visiting the site.

**Bidders are requested to call Mason Green, at (719) 836-2622 in advance to verify that copies of the bid documents are available for pick up.**

**The winning bid is anticipated to be awarded on April 2, 2018.**

**The Notice to Proceed is to be issued to the successful bidder on April 4, 2018.**

**"Where History Meets the High Country"**

**BID**

FOR: Fairplay 2018 Street Overlay Project

TO: Town of Fairplay  
PO Box 267  
901 Main Street  
Fairplay, CO 80440

**Pavement Maintenance Services, Inc.**  
**P.O. Box 1228**  
**Salida, CO 81201**

The undersigned (hereafter called the Bidder), a

\_\_\_\_\_, organized and/or doing (corporation, partnership or individual) business under the laws of the State of Colorado, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the completion of all work stipulated in, required by, and in accordance with, the proposed contract documents hereto attached and the plans and other documents referred to therein (as altered, amended or modified by all addenda thereto). All in accordance with the Drawings, Specifications and other Contract Documents prepared by High country Engineering, Inc., for the sum as stated in the totals for the items bid, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the requirements of the General Conditions and with the unit and/or lump sum prices stated in the items bid form attached hereto.

The undersigned has examined the location of the proposed work, the Drawings, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

The undersigned Bidder hereby agrees to commence work under this contract on or before a date specified in the "Notice to Proceed" and to fully complete the project by (TBD).

B-1

Time of completion and other requirements related to the proposal shall be in accordance with either the General Conditions, Supplementary Conditions, Contract Documents or the items listed below:

**OTHER REQUIREMENTS BY OWNER:**

Work shall be completed by June 29, 2018

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DATE 3/22/18

Signature:

If an Individual: \_\_\_\_\_

doing Business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By \_\_\_\_\_, member of Firm

If a Corporation: \_\_\_\_\_

By Chuck Murphy

Title V.P.

ATTEST: Christine J. Murphy  
Secretary

(CORPORATE SEAL)

Business Address of Bidder \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Bidder is a corporation, supply the following information:

State in which incorporated Colorado  
Name and address of its:

President Christine J. Murphy  
\_\_\_\_\_

Secretary \_\_\_\_\_

**BID SCHEDULE**

TOWN OF FAIRPLAY  
2018 STREET OVERLAY PROJECT

ITEM	DESCRIPTION OF BID ITEM	QUANTITY	UNIT	UNIT PRICE	COST
1	MOBILIZATION	1	LS	1,500.00	1,500.00
2	TRAFFIC CONTROL	1	LS	1,000.00	1,000.00
3	POTHOLE PATCHING	1	LS	1,500.00	1,500.00
5	ASPHALT OVERLAY 3" THICK	74,630	SF	1.82	135,826.60
6	SHOULDER NEW OVERLAYS 3 FEET WITH ROAD BASE	19584	SF	0.30	5,875.20

TOTAL BASE BID \$ 145,701.80

TOTAL BASE BID One hundred forty five thousand seven hundred & one  
(use words) & 80/100

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.