

**AGENDA**

**for the Board of Trustees of the Town of Fairplay, Colorado  
Monday, June 18, 2018 at 7:00 p.m. at the Fairplay Town Hall Meeting Room  
901 Main Street, Fairplay, Colorado**

- I. CALL TO ORDER REGULAR MEETING AT 7:00 P.M.**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
  - A. APPROVAL OF MINUTES – June 04, 2018**
  - B. APPROVAL OF EXPENDITURES – Approval of bills of various Town Funds in the amount of \$41,810.28.**
- VI. CITIZEN COMMENTS**
- VII. UNFINISHED BUSINESS**
  - A. Other Discussion Items**
- VIII. NEW BUSINESS**
  - A. Should the Board Approve Adoption of Resolution No. 22, series of 2018 entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN SOUTH PARK HEALTH SERVICES DISTRICT (SPHSD) AND THE TOWN OF FAIRPLAY FOR THE USE OF 525 HATHAWAY STREET."?**
  - B. Should the Board Approve Adoption of Resolution No. 23, 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 TOWN HALL AND GAYLE THEISEN FOR THE 604 SILVERHEELS CIRCLE XERISCAPE PROJECT. "?**
  - C. Approval of Construction Agreement for Project #2018-1, Fairplay Reservoir Dredging**
  - D. Approval of Construction Agreement for Project #2018-2, Fairplay Reservoir Access Road Repairs**
  - E. Approval of Construction Agreement for Project #2018-3, Fairplay Reservoir Beaver Creek Spillway Repair**
  - F. Discussion Regarding Voluntary Watering Restrictions**
  - G. Other New Business**
- IX. BOARD OF TRUSTEE AND STAFF REPORTS**
- X. ADJOURNMENT**

**Upcoming Meetings/Important Dates:**

TGIFairplay Concert with Split Window	June 22, 2018 @ 6:00 p.m.
Sanitation District Meeting	June 25, 2018 @ 6:00pm
Elected Officials Dinner	June 27, 2018 @ 6:00 pm
Board of Trustees Meeting	July 02, 2018 @ 7:00 p.m.
Fairplay's Independence Day Celebration	July 04, 2018
Silverheels 100 Mile Endurance Run & Last Call 50 Mile Endurance Run	July 07-08, 2018
Park County Fair	July 18-20, 2018
Annual South Park Throwdown Disc Golf Tournament	July 21, 2018

**This Agenda May Be Amended.**

*Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, June 14, 2018*



**MINUTES OF THE REGULAR MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES**

**June 4, 2018**

**CALL TO ORDER OF WORK SESSION OF THE BOARD OF TRUSTEES**

The work session of the Board of Trustees for the Town of Fairplay was called to order at 5:30 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street by Mayor Frank Just. Trustees present were Scott Dodge, Eve Stapp, Cindy Bear, and Ray Douglas. Also in attendance were Town Attorney Lee Phillips, Town Administrator Tina Darrah, Public Works Director Jim Brown, Assistant Public Works Director Vaughn Mead, Interim Police Chief Bo Schlunsen, Town Treasurer Kim Wittbrodt, Assistant to the Town Administrator Mason Green, Town Planner Scot Hunn, and Deputy Town Clerk Niki Griffin.

Town Planner Hunn discussed potential updates to the Fairplay Unified Development Code which include camping regulations, temporary housing and RV parking and presented his research on these topics to the Board.

Town Administrator Darrah and Acting Police Chief Schlunsen spoke about the need for the topics to be addressed and why they are being brought to the Board.

The Board of Trustees directed Town Staff to draft language regulating RV's located on lots with active building permits, disallowing camping on Town Streets, and regulating camping on private land. Town Attorney Phillips stated that he would work on developing a draft ordinance for their review later in the summer.

**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 7:00 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Eve Stapp, Cindy Bear, and Ray Douglas. Also in attendance were Town Attorney Lee Phillips, Town Administrator Tina Darrah, Public Works Director Jim Brown, Assistant Public Works Director Vaughn Mead, Interim Police Chief Bo Schlunsen, Town Treasurer Kim Wittbrodt, Assistant to the Town Administrator Mason Green and Deputy Town Clerk Niki Griffin.

**AGENDA ADOPTION**

**Motion #1** by Trustee Douglas, 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 – May 21, 2018**
- B. **APPROVAL OF EXPENDITURES – Approval of bills of various Town Funds in the amount of \$23,955.96.**
- C. **Approval of FINDINGS OF FACT, CONCLUSIONS, AND ORDER** in regard to the application of the Fairplay Valiton Hotel, LLC, d.b.a. Middlefork Restaurant for a Hotel and Restaurant Retail Liquor License.

**Motion #2** by Trustee Dodge, seconded by Trustee Douglas, that the consent agenda be adopted as amended reflecting the amount of expenditures amended from \$232,955.96 to \$23,955.96. A roll call vote was taken: Dodge - yes, Stapp - yes, Just - yes, Douglas - yes, Bear - yes. Motion carried unanimously.

**CITIZEN COMMENTS**

Jamie Morrow, 654 Tristan Loop, spoke to the Board expressing concerns that the Stone Creek neighborhood has regarding gravel trucks driving on Platte Drive and a rumor that the town has plans to annex more land in the area. Mayor Just and Staff replied to Ms Morrow's comments stating that there are no annexation plans at this time and the town would be installing signs regarding weight limits on Platte Drive.

No other citizen comments were offered.

**PRESENTATIONS**

- A. Presentation by Dr. Fitting Regarding an Update on Recent Activities of the South Park Health Services District.

Dr. Fitting gave a presentation to the Board regarding an update on the South Park Health Services District. Dr. Fitting stated that they have signed a letter of intent to proceed with HealthONE as the operator of the clinic. Currently HealthONE is looking for a physician to occupy the clinic full time. Dr. Fitting also informed the Board that projection of sales tax revenue will meet District goals and the clinic will offer the following services; family practice, full service health care, condition diagnosis, and some urgent care. Lastly Dr. Fitting requested permission from the Board for the District to fix numerous building issues. It was agreed that the Building Maintenance issues would be addressed in the lease agreement being drafted between the Town and the District. It was noted that the lease is on the June 18, 2018 agenda of the Town Board for consideration.

Staff and Trustees asked questions of Dr. Fitting regarding the Health Services District. Mayor Just thanked Dr. Fitting for coming to the meeting and all the work she has done on the Health Services District. Dr. Fitting received a standing ovation from those present.

- B. Presentation by Mr. Gavin Salee Regarding an Update on Boys and Girls Club of the High Rockies.

Mr. Salee was not in attendance and no presentation was given. Mayor Just stated that he would contact Mr. Salee in regards to scheduling a future presentation.

**UNFINISHED BUSINESS**

- A. Other discussion items

No other discussion items were offered.

**NEW BUSINESS**

- A. Should the Board Approve Adoption of Ordinance No. 2, series of 2018, entitled, "**AN EMERGENCY ORDINANCE REPEALING AND REENACTING ARTICLE VII OF CHAPTER 2 OF THE FAIRPLAY MUNICIPAL CODE GOVERNING THE WATER AND WASTEWATER ENTERPRISE FUND.**"?

Town Attorney Phillips explained the need for Ordinance No 2, series of 2018 and that the Ordinance would merge the Water Enterprise and Sanitation District Utility funds onto one fund titled the Water and Wastewater Enterprise Fund upon the dissolution of the Fairplay Sanitation District.

Mr. Kyle Thomas presented the Board with information regarding the plan to dissolve the Fairplay Sanitation District and have the town take over the Districts debts and assets. Mr. Thomas stated this plan would reduce the total loan amount saving the taxpayers substantial money and eliminating the Mill Levy associated with the Sanitation District.

Staff answered questions of the Board regarding the dissolution of the Fairplay Sanitation District.

Mayor Just thanked Mr. Thomas for his presentation and work.

**Motion #3** made by Trustee Stapp, seconded by Trustee Douglas, that the Board approve Adoption of Ordinance No. 2, series of 2018, entitled, "**AN EMERGENCY ORDINANCE REPEALING AND REENACTING ARTICLE VII OF CHAPTER 2 OF THE FAIRPLAY MUNICIPAL CODE GOVERNING THE WATER AND WASTEWATER ENTERPRISE FUND.**" A roll call vote was taken: Dodge - yes, Stapp - yes, Just - yes, Douglas - yes, Bear - yes. Motion carried unanimously.

- B. Should the Board Approve Adoption of Ordinance No. 3, series of 2018, entitled, "**AN EMERGENCY ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF FAIRPLAY, COLORADO, ACTING BY AND THROUGH ITS WATER AND WASTEWATER ENTERPRISE, WATER AND WASTEWATER REVENUE NOTE, SERIES 2018 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,900,000, FOR THE PURPOSE OF ACQUIRING THE WASTEWATER SYSTEM AND ALL ASSETS OF THE FAIRPLAY SANITATION DISTRICT BY REFUNDING, PAYING AND DISCHARGING ALL OUTSTANDING OBLIGATIONS OF THE DISTRICT; AND DECLARING AN EMERGENCY AND PROVIDING THE EFFECTIVE DATE OF THIS ORDINANCE.**"?

There was no additional discussion regarding Ordinance No. 3, series of 2018.

**Motion #4** made by Trustee Douglas, seconded by Trustee Stapp, that the Board approve the Adoption of Ordinance No. 3, series of 2018, entitled, **"AN EMERGENCY ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF FAIRPLAY, COLORADO, ACTING BY AND THROUGH ITS WATER AND WASTEWATER ENTERPRISE, WATER AND WASTEWATER REVENUE NOTE, SERIES 2018 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,900,000, FOR THE PURPOSE OF ACQUIRING THE WASTEWATER SYSTEM AND ALL ASSETS OF THE FAIRPLAY SANITATION DISTRICT BY REFUNDING, PAYING AND DISCHARGING ALL OUTSTANDING OBLIGATIONS OF THE DISTRICT; AND DECLARING AN EMERGENCY AND PROVIDING THE EFFECTIVE DATE OF THIS ORDINANCE."** A roll call vote was taken: Dodge - yes, Stapp – yes, Just – yes, Douglas – yes, Bear – yes. Motion carried unanimously.

C. Should the Board Approve Adoption of Resolution No. 21, series of 2018, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, DESIGNATING THOSE PERSONS WHO ARE AUTHORIZED TO SIGN ON TOWN BANK ACCOUNTS."**?

Mayor Just introduced the topic and explained the need to update the signers on the Town bank account.

Treasurer Wittbrodt stated her intention to remove former Mayor Gabby Lane and outgoing Deputy Clerk Claudia Werner and add Mayor Frank Just, Trustee Douglas, and Deputy Clerk Niki Griffin as signers on the Town bank accounts.

**Motion #5** made by Trustee Dodge, seconded by Trustee Bear, for the Board to approve Adoption of Resolution No. 21, series of 2018, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, DESIGNATING THOSE PERSONS WHO ARE AUTHORIZED TO SIGN ON TOWN BANK ACCOUNTS."** Motion carried unanimously.

D. Other new business

No other new business offered.

#### **BOARD OF TRUSTEES AND STAFF REPORTS**

Assistant to the Town Administrator Green informed the Board that the OEDIT grant applications for the Blueprint 2.0 Initiative were submitted on June 01, 2018.

Treasurer Wittbrodt stated she will present the audits done on Town and Fairplay Sanitation District financials at the July 2<sup>nd</sup> Board of Trustees meeting.

Interim Police Chief Schlunsen submitted a written staff report to the Board of Trustees.

Public Works Director Brown informed the Board that the pre-bid meeting for the FEMA projects took place Friday, June 01, 2018. Seven contractors attended the meeting and there was good interest in these projects. Public Works Director Brown also informed the Board that the road paving project will begin on June 06, 2018.

Town Administrator Darrah informed the Board of the following: Kiosks are completed and are being installed; the Elected Officials Dinner will be held on June 27<sup>th</sup> at the Continental Divide Winery; and a 3.2% Liquor License has been received from McFarland Oil for the Sinclair Gas Station Convenience Store, and will be on a future agenda. Town Administrator Darrah also informed the Board that she is putting together a goal setting and Board of Trustee training session to be lead by CIRSA and DOLA representative Greg Winkler.

Trustee Dodge thanked the citizens for coming to the Board of Trustees meeting.

Trustee Douglas requested Staff to research the need to implement watering restrictions.

Mayor Just thanked Brannon Companies for allowing the Town access to free materials and volunteered to help fill potholes. Mayor Just stated that the Town Hall drive could be repaired. Lastly, Mayor Just thanked Town Attorney Phillips for his work.

**ADJOURNMENT**

Mayor Just, noting that there being no further business before the Board, declared that the meeting be adjourned at 7:56 p.m.

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Frank Just, Mayor

ATTEST:

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Niki Griffin, Deputy Town Clerk



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Paid Bills

**DATE:** 6/14/18/2018

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**Agenda Item:** Bills

Attached is the list of invoices paid through June 14, 2018.

Total Expenditures: \$41,810.28

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
06/01/2018	13802	Caselle, Inc	Software Support	1	06/01/2018	439.50	105060
06/01/2018	13802		Software Support	2	06/01/2018	219.75	507360
06/01/2018	13802		Software Support	3	06/01/2018	219.75	617360
Total 334:						879.00	
06/08/2018	13817	Cash	change for events	1	06/07/2018	400.00	101002
Total 340:						400.00	
06/08/2018	13831	Colorado Bureau of Investi	fingerprint processing/back	1	06/07/2018	38.50	105070
06/08/2018	13818		fingerprint processing/back	1	06/07/2018	38.50	105070
Total 472:						77.00	
06/08/2018	13819	Colorado Mountain News	help wanted ads	1	05/31/2018	843.60	105070
06/08/2018	13819		fema bid ads	2	05/31/2018	70.30	507195
Total 538:						913.90	
06/01/2018	13807	Dana Kapner Company, In	risers	1	05/28/2018	142.59	507155
Total 682:						142.59	
06/14/2018	13844	Fairplay Flume	Fema bid ads	1	05/31/2018	41.79	507195
06/14/2018	13844		ccr report	2	05/31/2018	552.19	507330
06/14/2018	13844		legal /ads	3	05/31/2018	32.25	106125
06/14/2018	13844		legal /ads	4	05/31/2018	12.64	617330
06/14/2018	13844		display ads	5	05/31/2018	200.00	105130
06/14/2018	13836		help wanted ads	1	05/31/2018	445.50	105070
Total 868:						1,284.37	
06/14/2018	13841	Mountain View Waste	2 yd 2 monthly	1	05/31/2018	75.00	617167
Total 1414:						75.00	
06/14/2018	13842	Town of Fairplay	water-san district	1	05/31/2018	36.00	617104
06/14/2018	13842		sewer-shop	1	05/31/2018	60.00	105650
06/14/2018	13842		sewer-shop	2	05/31/2018	60.00	507390
06/14/2018	13842		23 fuller drive	1	05/31/2018	60.00	105095
06/14/2018	13842		sewer-town hall	1	05/31/2018	60.00	105023
06/14/2018	13842		525 hathaway	1	05/31/2018	194.70	105190
Total 2134:						470.70	
06/08/2018	13830	Utility Notification Center	RTL Transmissions	1	05/31/2018	26.10	507230
06/08/2018	13830		RTL Transmissions	1	05/31/2018	26.10	617340
Total 2194:						52.20	
06/01/2018	13812	Xcel Energy	901 main	1	05/18/2018	155.27	105023
06/01/2018	13812		747 bogue	1	05/18/2018	10.76	105841
06/01/2018	13812		chlorinator	1	05/18/2018	99.08	507390



Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
06/01/2018	13812		1800 beaver creek road	1	05/18/2018	671.53	507390
06/01/2018	13812		fairplay sign #1	1	05/18/2018	11.06	105640
06/01/2018	13812		117 silverheels road	1	05/18/2018	10.72	105841
06/01/2018	13812		525 Hathaway	1	05/18/2018	112.35	105190
06/01/2018	13812		1190 castello	1	05/22/2018	114.53	507390
06/01/2018	13812		1190 castello	2	05/22/2018	114.52	105650
06/01/2018	13812		200 2nd street	3	05/22/2018	18.28	507390
06/01/2018	13812		157 6th street	4	05/22/2018	99.28	105640
06/01/2018	13812		156 5th street	5	05/22/2018	10.65	105640
06/01/2018	13812		san plant	1	05/22/2018	3,571.48	617104
06/14/2018	13843		street lights	1	06/01/2018	196.26	105640
Total 2296:						5,195.77	
06/08/2018	13820	Darrah, Tina	CML Conference - per die	1	06/06/2018	201.40	105015
Total 2462:						201.40	
06/08/2018	13823	Envision Sign and Graphic	event site sign	1	05/31/2018	185.00	105830
06/08/2018	13823		banners	2	05/31/2018	205.00	105130
06/08/2018	13823		vinyl banners	3	05/31/2018	440.00	105130
Total 2528:						830.00	
06/08/2018	13816	CACP	Member Dues	1	06/01/2018	187.50	105460
Total 2539:						187.50	
06/01/2018	13803	CenturyLink	acct 719-836-2622-255B	1	05/19/2018	438.73	105065
06/01/2018	13803		7198362445	1	05/19/2018	104.44	617320
06/01/2018	13803		acct 719-836-4609 502B	1	05/19/2018	55.58	507320
06/01/2018	13803		alarm line-525 Hathaway	1	05/19/2018	38.86	105190
06/01/2018	13803		acct 82239760	1	05/23/2018	30.58	105065
Total 2614:						668.19	
06/08/2018	13824	ghVALLEY.NET	internet service	1	06/01/2018	30.12	105455
06/08/2018	13824		internet service	2	06/01/2018	30.12	105065
Total 2753:						60.24	
06/08/2018	13822	Douglas, Ray	per diem - cml	1	06/06/2018	235.58	105110
Total 2790:						235.58	
06/14/2018	13840	Mobile Record Shredders	record shredding	1	06/06/2018	9.00	105030
Total 2793:						9.00	
06/08/2018	13826	J & M Displays	fireworks - burro day 3		06/01/2018	8,000.00	105162
Total 2800:						8,000.00	
06/01/2018	13804	Chaffee County Waste	6 yd weekly	1	06/01/2018	100.00	105650
06/01/2018	13804		6 yd weekly	2	06/01/2018	100.00	105023
06/14/2018	13834		town clean up	1	06/06/2018	7,400.00	105135

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2801:						<u>7,600.00</u>	
06/14/2018	13835	Colorado Analytical Lab	water testing	1	06/11/2018	23.00	507140
Total 2864:						<u>23.00</u>	
06/08/2018	13828	Rise Broadband	internet	1	06/01/2018	95.68	617320
Total 2900:						<u>95.68</u>	
06/08/2018	13829	Summit County Waste Faci	sludge disposal	1	06/01/2018	874.83	617150
Total 2901:						<u>874.83</u>	
06/08/2018	13821	Denver Covers	20 x 20 tent	1	05/09/2018	1,162.50	105160
06/08/2018	13821		20 x 20 tent	2	05/09/2018	465.00	105171
06/08/2018	13821		20 x 20 tent	3	05/09/2018	1,162.50	105162
06/08/2018	13821		20 x 20 tent	4	05/09/2018	465.00	105172
Total 3014:						<u>3,255.00</u>	
06/01/2018	13809	Omni Real Estate	rent	1	06/01/2018	1,100.00	105095
Total 3167:						<u>1,100.00</u>	
06/08/2018	13825	Green, Mason	perdiem - cml	1	06/06/2018	235.58	105015
Total 3175:						<u>235.58</u>	
06/14/2018	13837	Hunn Planning & Policy, LL	planning fees	1	06/04/2018	2,252.17	105105
Total 3183:						<u>2,252.17</u>	
06/01/2018	13805	Colorado Dallas	sign - <i>final pymt</i>	1	05/31/2018	2,625.00	105130
Total 3187:						<u>2,625.00</u>	
06/08/2018	13815	Bear, Cindy	cml - per diem	1	06/01/2018	236.58	105110
Total 3194:						<u>236.58</u>	
06/08/2018	13827	Karen Martinez	refund booth fee	1	06/01/2018	75.00	104755
Total 3195:						<u>75.00</u>	
06/14/2018	13839	Marcia McMahon	plip - 200 6th street	1	06/14/2018	3,605.00	105185
Total 3196:						<u>3,605.00</u>	
06/14/2018	13838	Judy Steinborn	refund burro booth fee	1	06/13/2018	150.00	104756
Total 3197:						<u>150.00</u>	
Grand Totals:						<u><u>41,810.28</u></u>	



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Tina Darrah, Town Administrator/Clerk

**RE:** Lease Agreement with South Park Health Services  
District for the Clinic Facility at 525 Hathaway

**DATE:** June 14, 2018

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This resolution approves a lease agreement with SPHSD for use of the clinic facility at 525 Hathaway St. This lease agreement was drafted by Lee, is for one year and puts the care and maintenance of the building - both interior and exterior - as the responsibility of the District rather than the Town. This addresses the District's desire to complete interior and exterior projects. The lease does mandate that they get permission from the Town for any alterations, additions, improvements to the premises. I am including the list of improvements they have put together in your packet for review and approval (this is the same list you received at the last meeting).

Staff recommends approval of the lease agreement.

Recommended motion:

Motion to approve Resolution No. 22, series of 2018. This will require a second and a roll call vote.

**TOWN OF FAIRPLAY, COLORADO  
RESOLUTION NO. 2018-22**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN SOUTH PARK HEALTH SERVICES DISTRICT (SPHSD) AND THE TOWN OF FAIRPLAY FOR THE USE OF 525 HATHAWAY STREET**

**WHEREAS**, SPSHD has requested a lease agreement for the Town-owned property located at 525 Hathaway Street for use as a clinic facility; and,

**WHEREAS**, the Board of Trustees has reviewed the lease agreement and desires to enter into an agreement with SPSHD for the stated use.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO** that the Town Administrator and/or Mayor is authorized to enter into this lease agreement between the Town of Fairplay and SPSHD 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 June, 2018.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

\_\_\_\_\_  
Frank Just, Mayor

ATTEST:

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

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between the **TOWN OF FAIRPLAY, COLORADO**, a Colorado municipal corporation whose address is 901 Main Street, PO Box 267, Fairplay, CO 80440 (herein called Lessor) and **SOUTH PARK HEALTH SERVICE DISTRICT**, a Colorado special district, whose address is 525 Hathaway, PO Box 1253, Fairplay, CO 80440 (herein called Lessee).

Lessee hereby agrees to lease from Lessor the premises situated in the Town of Fairplay, County of Park and State of Colorado, described as the property and improvements located at 525 Hathaway Street, Fairplay, Colorado 80440, less the portion of said premises currently leased to Rocky Mountain Rural Health, Inc. upon the following TERMS and CONDITIONS.

**1. Leased Premises.** Subject to the terms and conditions set forth herein Lessor leases to Lessee, and Lessee agrees to lease from Lessor, the premises located at 525 Hathaway Street, Fairplay, Colorado 80440, but not including the portion of such premises leased to Rocky Mountain Rural Health, Inc. by Lease Agreement dated \_\_\_\_\_, 20\_\_.

**2. Term and Rent.** Lessor leases the above premises for a term of one (1) year commencing on July 1, 2018 and terminating on June 30, 2019, at the annual rental of One Dollars (\$1.00) payable at the commencement of this Lease.

**3. Use.** Lessee shall use and occupy the premise solely for the purpose of operating and maintain Lessee's business offices and operating a community health care facility. Lessor represents that the premises may lawfully be used for such purpose.

**4. Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the interior of the leased premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for exterior repairs and maintenance required, including but not limited to the roof, porch, exterior walls, landscaping features, building grounds and parking area.

**5. Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises, other than non-structural alterations reasonably necessary to the uses of the premises identified in paragraph 3 above.

**6. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

**7. Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

**8. Utilities.** Lessee shall pay to Lessor on a monthly basis eighty percent (80%) of the actual cost of utilities to the building which are not separately metered or billed to the leased premises including sewer, water, gas, and electricity but not including telephone service which shall be billed directly to Lessee.

**9. Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same.

**10. Possession.** Lessee is already in possession of the leased premises.

**11. Liability.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the leased premises or any part thereof, (but not including the portion of the building not leased by Lessee or the outside or grounds of the building). Nothing herein contained shall be deemed or construed to waive any of the protections afforded to Lessor or Lessee by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* (the "GIA").

**12. Insurance.** Lessee, at his expense, shall maintain public liability insurance covering the leased premises, including bodily injury in an amount not less than the limits of liability contained in the GIA as it may be amended from time to time. Lessee shall provide Lessor with a Certificate of Insurance showing compliance with this paragraph. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist. Lessor shall maintain casualty insurance covering the value of the building and the value of any contents owned by Lessor. Lessee shall maintain insurance adequate to cover any personal property or fixtures owned by it.

**13. Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for and period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

**14. Taxes.** Lessee shall pay any and all real estate taxes, personal property taxes and other taxes attributable to Lessee's use and occupancy of the leased premises.

**15. Attorney's Fees.** In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee.

**16. Notices.** Any notice which either party may, or is required to give, shall be given mailing same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

**17. Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, successors in interest to the parties.

**18. Non-appropriation.** As required by Article X, Section 20 of the Colorado Constitution, any financial obligations of Lessor or Lessee not to be performed during the current fiscal year contained in this Lease are subject to annual appropriation of sufficient funds by the party's governing body.

**19. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties.

**LESSOR:**  
TOWN OF FAIRPLAY,

**LESSEE:**  
SOUTH PARK HEALTH SERVICE  
DISTRICT

By: \_\_\_\_\_  
Frank Just, Mayor

By: \_\_\_\_\_  
Katherine M. Fitting, Chairman

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Linda K. Whitner, Secretary







## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Resolution Approving PIIP Agreement with Gayle Theisen

**DATE:** June 14, 2018

---

**Agenda Item:** Resolution for PIIP Agreement

This resolution approves an agreement with Gayle Theisen for the 604 Silverheels Circle Xeriscape Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$683 to complete xeriscape landscaping in the front of the house. The property has paid in \$683 in property taxes over the last five years. You currently have \$13,420 remaining in your PIIP line item for 2018. The photos included with the application shows the current state of the front yard. The estimate for completing the project is \$1365. Staff recommends approval.

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

**TOWN OF FAIRPLAY, COLORADO  
RESOLUTION NO. 2018-23**

**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 GAYLE THEISEN FOR THE 604 SILVERHEELS CIRCLE XERISCAPE 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 Gayle Theisen 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 June, 2018.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

\_\_\_\_\_  
Frank Just, Mayor

ATTEST:

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

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT  
(604 Silverheels Circle Xeriscape Project)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (604 Silverheels Circle Xeriscape Project) (hereafter referred to as the "604 Silverheels Circle Xeriscape Project PIIIP Agreement") is made and executed this 18th day of June, 2018, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Gayle Theisen (hereafter referred to as the "Owner").

**WITNESSETH**

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 604 Silverheels Circle, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by xeriscaping the front yard area, adding paths and a fire fit area, which improvement will enhance the appearance of the Property and of the Town; and

WHEREAS, in entering into this PIIIP Agreement, the Town Board of the Town specifically finds that the criteria for approval of a PIIIP 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 PIIIP Agreement.

NOW THEREFORE, the parties hereto, for themselves, their successors and assigns (to the extent this PIIIP 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 PIIIP 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 PIIIP 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 July 1, 2018, and shall be completed no later than December 31, 2018. Should the work not commence or not be completed by the dates specified above this PIIIP 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 One Thousand Three Hundred Sixty Five Dollars (\$1,365.00).

4. **Contractor.** The contractor performing the work is the homeowner., whose address is P.O. Box 2174, Fairplay, CO, 80440. Any change of contractor shall require prior Town approval.

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 Six Hundred Eighty Three Dollars (\$683) 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 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.

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

With a copy to:       Lee Phillips  
                              PO Box 1046  
                              Fairplay, CO 80440

To the Owner:         Gayle Theisen  
                              P.O. Box 2174  
                              Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

\_\_\_\_\_  
Frank Just, Mayor

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

OWNER:

\_\_\_\_\_  
Gayle Theisen

6/14/18

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): Gayle E Theisen

Property Address: 604 Silverheels Circle Fairplay CO 80440

Mailing Address: PO Box 2174 Fairplay CO 80440

Phone: 970.389.4805

Email: gayle@paragonlodging.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.): XERISCAPE Landscaping Project, front yard area, paver area, propane fire pit, pea rock paths.

Estimated Cost of Project: \$1,365.00

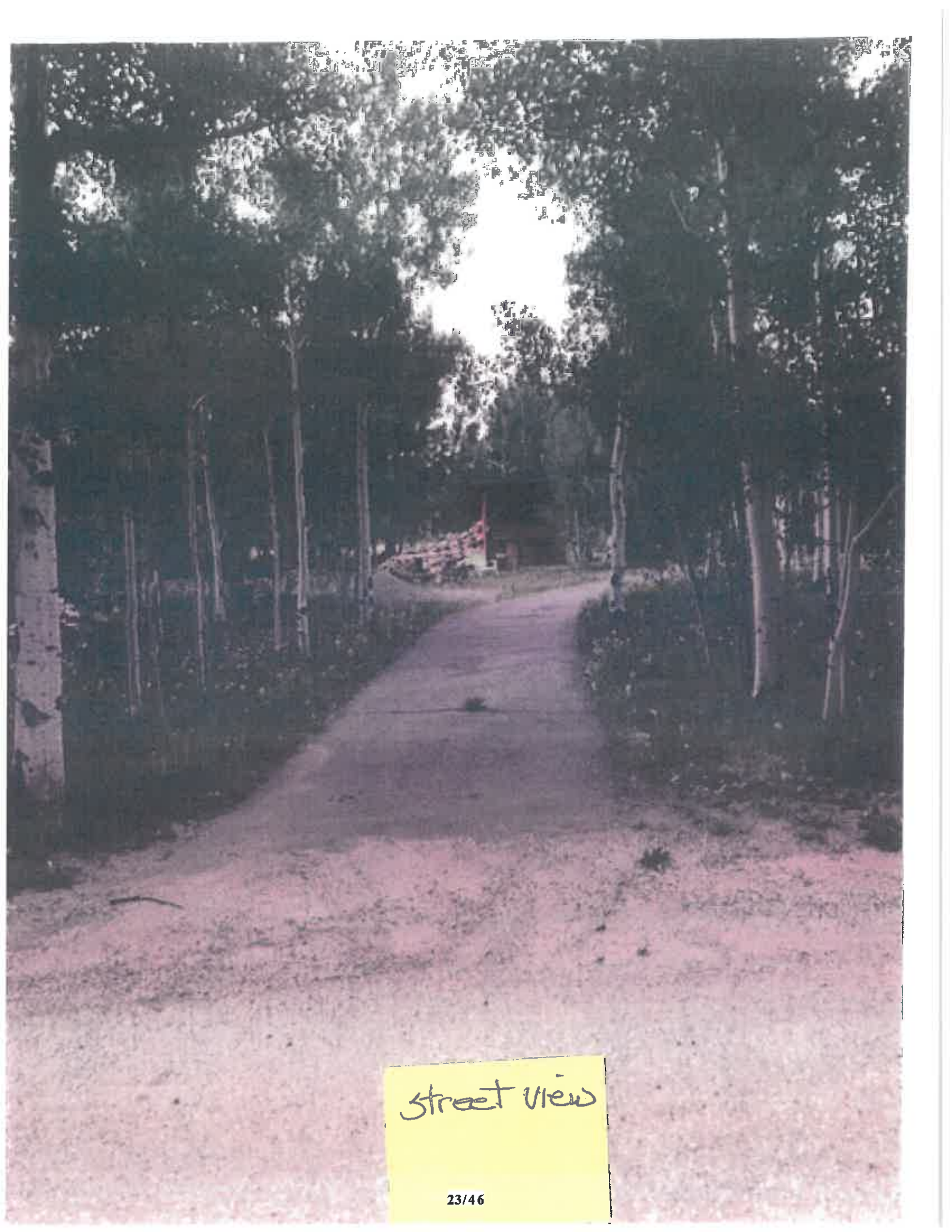
Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): 683.50

Amount of Matching Funds from Applicant (must be at least 50% of the cost of the project): \_\_\_\_\_

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: Gayle E Theisen Date: 6/11/18



street view



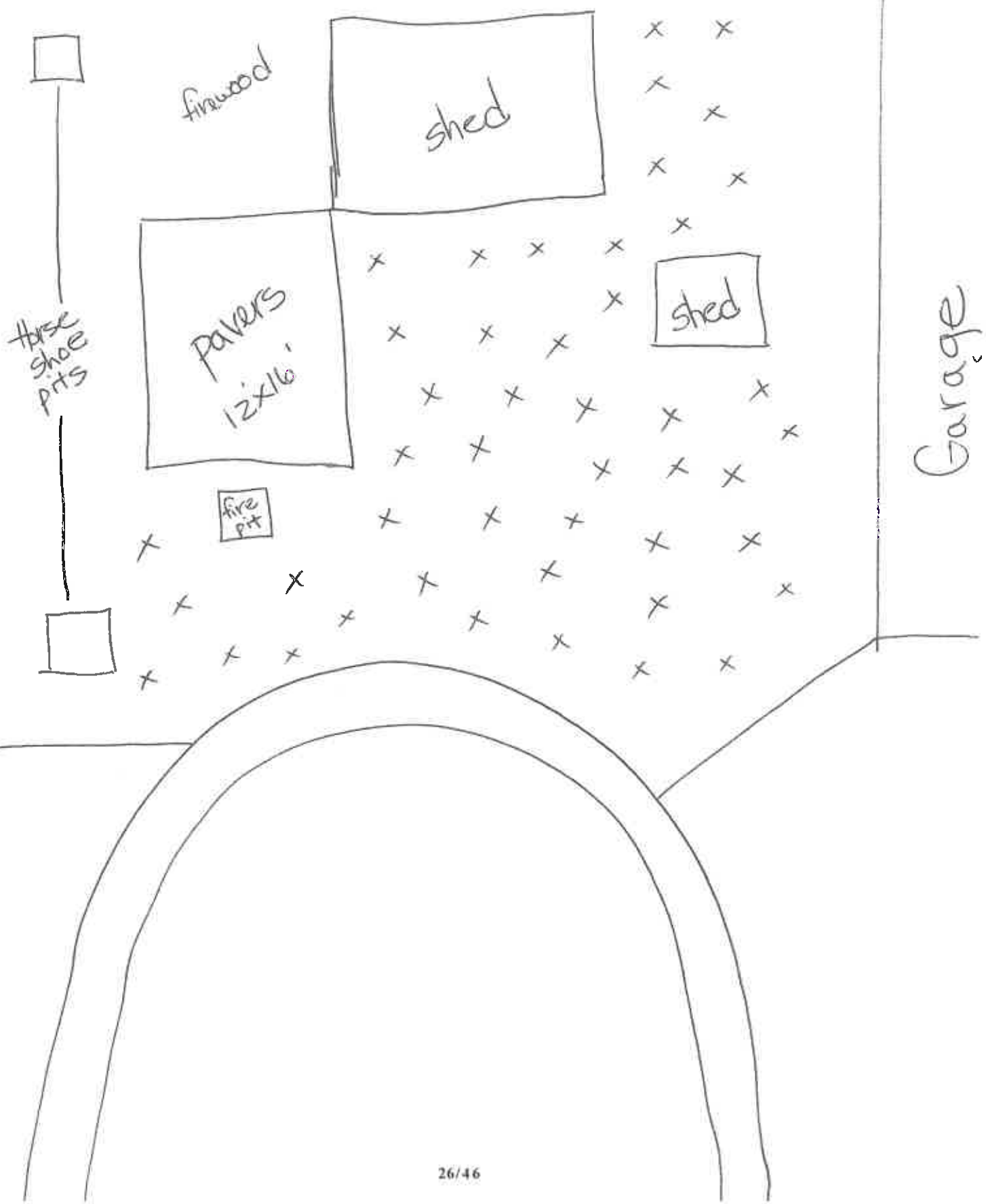
X Improvement  
area.





25746

# Proposed Plan



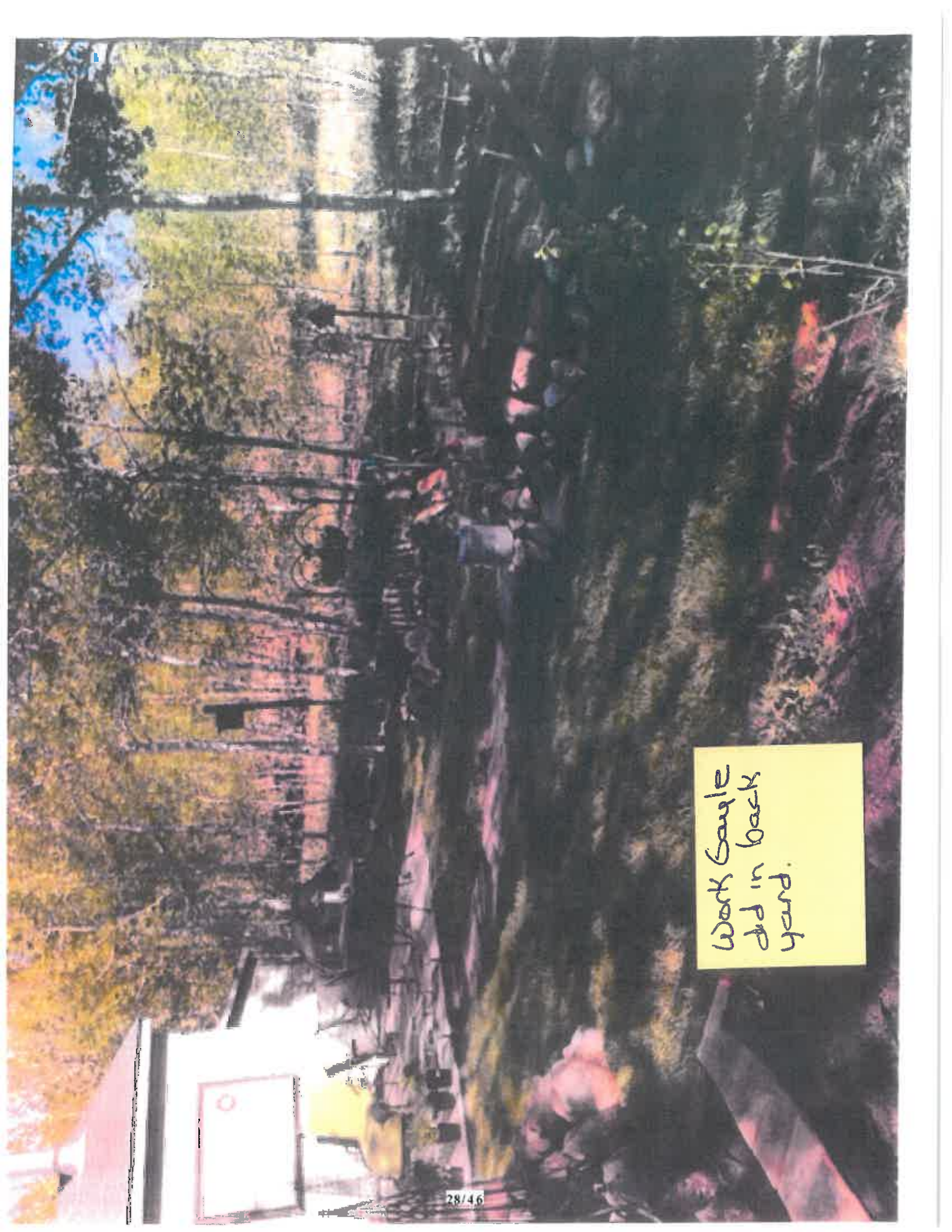
970-389-4805  
 Gayle Theisen  
 604 Silverheels Circle



Lowe's Delivery	\$100.00
lumber/screws	\$80.00
pavers	\$385.00
pea rock/sand/delivery	\$150.00
edging	\$130.00
weed cloth	\$140.00
Labor (high school students	\$200.00
@ \$10 an hour) 18'	\$180.00
propane fire pit	
	<u>\$1315.00</u>

25'





Work Sample  
did in back  
yard.



## MEMORANDUM

**TO:** Mayor and Board of Trustees  
Town Administrator, Tina Darrah

**FROM:** Jim Brown, Public Works Director

**RE:** FEMA Projects Site 1-3

**DATE:** June 18, 2018

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### **Award FEMA site 1-3 projects**

We have received bids for the FEMA projects Sites 1-3. The combination of the low bid for all three projects is \$408,180, \$77,750 over the engineers estimate and the estimate submitted to FEMA for their contribution to the project. The Town of Fairplay's contribution of 25% of the engineer's estimate is \$82,607.50. The total maximum exposure for the Town of Fairplay would be \$160,357.50 for the initial issuance of the contracts.

Staff will work a couple of different angles to reduce this exposure for the Town of Fairplay. We will work with FEMA to accept the higher cost of work for the projects and pay 75% of that number versus the engineers estimate. Negotiate with American West (low bidder) for price reduction and VE ideas to reduce the overall initial costs of the projects.

The other item that has not been considered is a contingency for these projects. If we use 15%, that would be \$61,227.00. This would be for unforeseen conditions or Town of Fairplay enhancements during the project. Hopefully none of these funds will be needed but it is prudent to consider this a potential cost at this point in awarding the projects. This would bring the total maximum exposure to the Town of Fairplay to \$221,584.50.

### **Recommended Action:**

**Award all three project American West Construction, LLC with a maximum initial contract value of \$408,180.00. Advise the Board of Trustees of the final negotiated contract value.**

Bid Recap 2018-1 Site 1 Reservoir Dredging

Bid Item	Item Description	Unit	QTY	Engineers Est		Veris		American West		xxxxx		xxxxx		xxxxx	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
625-0000	Rehabilitation	LS	1	\$5,000.00	\$5,000.00	\$41,781.00	\$41,781.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
205-0000	Install Maintain temp erosion control dredge site	LS	1	\$2,000.00	\$2,000.00	\$1.00	\$1.00	\$15,400.00	\$15,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
205-0000	Maintain Temporary Detention Basin	LS	1	\$2,000.00	\$2,000.00	\$1.00	\$1.00	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
205-0000	Crane for loading and unloading dredge vessel	HR	8	\$500.00	\$4,000.00	\$1.00	\$8.00	\$20.00	\$160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
205-0000	Transport of Vessel to and from Reservoir	LS	1	\$6,000.00	\$6,000.00	\$1.00	\$1.00	\$16,400.00	\$16,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
205-0000	Dredge vessel	Month	1	\$18,000.00	\$18,000.00	\$135,000.00	\$135,000.00	\$27,000.00	\$27,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
205-0000	Dredge Harness Package	Month	1	\$1,250.00	\$1,250.00	\$1.00	\$1.00	\$2,900.00	\$2,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
205-0000	Dredge Vessel hose	Month	1	\$12,600.00	\$12,600.00	\$1.00	\$1.00	\$13,900.00	\$13,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
205-0000	Dredge Vessel Fuel	Month	1	\$4,280.00	\$4,280.00	\$1.00	\$1.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
205-0000	Dredge Operator	Month	1	\$19,200.00	\$19,200.00	\$1.00	\$1.00	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
205-0000	Front end loader and Operator	Month	1	\$36,000.00	\$36,000.00	\$105,000.00	\$105,000.00	\$30,500.00	\$30,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
205-0000	Belly Dump Truck and Driver	Month	1	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$31,000.00	\$31,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
625-0000	Topographic survey and quantity verification	LS	1	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
212-0000	Install , maintain Temp. erosion control at dewatering	AC	0.1	\$250,000.00	\$25,000.00	\$1.00	\$1.00	\$87,500.00	\$87,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
625-0000	Demobilization	LS	1	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Restore surfaces at Reservoir														
	Stockpile maintenance														
	Total			\$185,300.00	\$185,300.00	\$251,799.00	\$251,799.00	\$219,510.00	\$219,510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
								110.68%							







**TOWN OF FAIRPLAY  
CONSTRUCTION AGREEMENT  
PROJECT #2018-1**

THIS CONSTRUCTION AGREEMENT is made and entered into this 18th day of June, 2018, by and between the TOWN OF FAIRPLAY, a Colorado municipal corporation (the "Town"), and American West Construction, LLC ("Contractor").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Construction Agreement hereby agree as follows:

1. Contractor shall perform the work necessary to complete the following described project (the "Project"), in accordance with this Agreement and the Contract Documents, attached hereto and incorporated herein by this reference:

Project Title: Fairplay Reservoir Dredging

Project Number: 2018-1

Project Description: Dredge Reservoir and transport material removed.

2. Contractor shall furnish all of the material, supplies, tools, equipment, labor supervision and other services necessary for the completion of the Project except as described herein.

3. Contractor shall commence the Work required by the Contract Documents, and certificate of insurance within 14 days after the date of the Notice to Proceed, and shall complete the Work within 90 days, unless the period for completion is extended otherwise by the Contract Documents.

4. The Town agrees to pay Contractor, subject to all of the terms and conditions of this Construction Agreement and the Contract Documents for the Work described, an amount not to exceed Two Hundred Nineteen Thousand Five Hundred Ten Dollars (\$219,510.00).

5. The term "Contract Documents" means and includes all items as set forth in Section 1.01 of the General Conditions.

6. The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Construction Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, this Construction Agreement has been executed by the parties hereto as of the date first above written, whether or not the date of signing is some other date.

**TOWN OF FAIRPLAY**

\_\_\_\_\_  
Frank Just, 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 \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(SEAL)

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

**TOWN OF FAIRPLAY  
CONSTRUCTION AGREEMENT  
PROJECT #2018-2**

THIS CONSTRUCTION AGREEMENT is made and entered into this 18th day of June, 2018, by and between the TOWN OF FAIRPLAY, a Colorado municipal corporation (the "Town"), and American West Construction, LLC ("Contractor").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Construction Agreement hereby agree as follows:

1. Contractor shall perform the work necessary to complete the following described project (the "Project"), in accordance with this Agreement and the Contract Documents, attached hereto and incorporated herein by this reference:

Project Title: Fairplay Reservoir Access Road Repairs

Project Number: 2018-2

Project Description: Repair access road to reservoir.

2. Contractor shall furnish all of the material, supplies, tools, equipment, labor supervision and other services necessary for the completion of the Project except as described herein.

3. Contractor shall commence the Work required by the Contract Documents, and certificate of insurance within 14 days after the date of the Notice to Proceed, and shall complete the Work within 90 days, unless the period for completion is extended otherwise by the Contract Documents.

4. The Town agrees to pay Contractor, subject to all of the terms and conditions of this Construction Agreement and the Contract Documents for the Work described, an amount not to exceed One Hundred Twenty Eight Thousand Nine Hundred Seventy Dollars (\$128,970.00).

5. The term "Contract Documents" means and includes all items as set forth in Section 1.01 of the General Conditions.

6. The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Construction Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, this Construction Agreement has been executed by the parties hereto as of the date first above written, whether or not the date of signing is some other date.



**TOWN OF FAIRPLAY  
CONSTRUCTION AGREEMENT  
PROJECT #2018-3**

THIS CONSTRUCTION AGREEMENT is made and entered into this 18th day of June, 2018, by and between the TOWN OF FAIRPLAY, a Colorado municipal corporation (the "Town"), and American West Construction, LLC ("Contractor").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Construction Agreement hereby agree as follows:

1. Contractor shall perform the work necessary to complete the following described project (the "Project"), in accordance with this Agreement and the Contract Documents, attached hereto and incorporated herein by this reference:

Project Title: Fairplay Reservoir Beaver Creek Spillway Repairs

Project Number: 2018-3

Project Description: Remove existing culverts and replace with specified product.

2. Contractor shall furnish all of the material, supplies, tools, equipment, labor supervision and other services necessary for the completion of the Project except as described herein.

3. Contractor shall commence the Work required by the Contract Documents, and certificate of insurance within 14 days after the date of the Notice to Proceed, and shall complete the Work within 90 days, unless the period for completion is extended otherwise by the Contract Documents.

4. The Town agrees to pay Contractor, subject to all of the terms and conditions of this Construction Agreement and the Contract Documents for the Work described, an amount not to exceed Fifty Nine Thousand Seven Hundred Dollars (\$59,700.00).

5. The term "Contract Documents" means and includes all items as set forth in Section 1.01 of the General Conditions.

6. The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Construction Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, this Construction Agreement has been executed by the parties hereto as of the date first above written, whether or not the date of signing is some other date.





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
Tina Darrah, Town Administrator

**FROM:** Jim Brown, Public Works Director

**RE:** Watering Restrictions 2018

**DATE:** June 18, 2018

---

### **Watering Restrictions 2018**

At the Board meeting on June 4, 2018, Public Works was asked to look into the need for watering restrictions for 2018. We have noticed that the recovery rate of well one is down from prior years suggesting a lower water table due to lower snow pack and run off. We have had no problems to date maintaining the water level in the pond. See attached email from Garver Brown suggesting that implementing watering restrictions should be considered.

Also attached is a survey that Mason Green completed on watering restrictions from near by towns.

**We would recommend that we adopt voluntary no outside watering from 10 am to 6 pm through the remainder of the summer or until we see a difference in the recovery rate of well one.**

## Mason Green

---

**From:** Tina Darrah <tdarrah@fairplayco.us>  
**Sent:** Tuesday, June 12, 2018 2:52 PM  
**To:** 'Mason Green'  
**Subject:** Please print - thanks!

Original Message-----

**From:** "Brown - DNR, Garver" <[garver.brown@state.co.us](mailto:garver.brown@state.co.us)>  
**Sent:** Monday, June 11, 2018 5:22pm  
**To:** "Vaughn Mead" <[vmead@fairplayco.us](mailto:vmead@fairplayco.us)>  
**Cc:** "Jara Johnson - DNR" <[jara.johnson@state.co.us](mailto:jara.johnson@state.co.us)>  
**Subject:** Water Shortage Concerns

Hello Vaughn,

It was good to speak to you this morning regarding your concerns about possible future water shortages in our area. As I mentioned to you, Fairplay has a very senior water right which is unlikely to be called out (shut down) by my office, even in the event of a prolonged drought like we experienced in 2002 and 2012, and may be experiencing now. That being said, it is still possible that Fairplay might experience a water shortage in the event that surface and ground water supplies in our area are impacted by drought conditions. Fairplay does have the ability to take water from the South Platte River in the event that Beaver Creek cannot supply the town's decreed rights, but as we discussed, using South Platte water would pose many logistical issues. I would encourage you to discuss your concerns with the Fairplay Town Board members and propose that they consider implementing ways to conserve town water supplies in times like now, when the need to save water is apparent. Other towns use methods such as limiting outside watering to certain hours of the day and days of the week. Watering in the early morning and evening hours has been proven to be a more efficient and water saving method for many towns. Using street addresses to limit watering on certain days - for example, addresses ending in even numbers water on some days, odd numbers water on the other days - has also shown to be a water saving technique. As a last resort, the town might consider temporarily banning all outside watering if conditions warrant. Thanks for contacting me with your concerns, and also thanks for your efforts to deliver the Fairplay water use reports in a timely manner. I do appreciate it, and I wish the town all the best in handling the current drought situation. It is up to us all to use water wisely every day, and especially now, when drought conditions exist.

Best Regards,

**Garver Brown**  
Water Commissioner  
Division 1, District 23



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Water Restrictions in the area:

**Buena Vista:** Voluntary watering restrictions through summer.

Monday- No watering.

Tuesday, Thursday Saturday- Odd numbered addresses may water between 6pm-9pm.

Wednesday, Friday, Sunday- Even numbered addresses may water between 6pm-9pm.

**Salida:** Voluntary watering restrictions through summer.

Even numbered street addresses on even numbered days and odd numbered street addresses on odd days. No watering between 10am-4pm

**Trinidad: Mandatory**

Lv 1: (current) Customers may water any day of the week but no watering shall take place between 10am-4pm

Lv 2: "Watering of lawns and other vegetation is restricted as follows: House numbers ending in an even number are allowed to water on Sunday, Tuesday, Wednesday and Friday, except from the hours of 10am- 4pm. House numbers ending in an odd number are allowed to water on Sunday, Tuesday, Thursday and Saturday. No watering on Mondays.

Lv 3: Watering of Lawns and other vegetation is restricted as follows: House numbers ending in an even number are allowed to water between 6am-10am and 4pm-8pm on Sunday, Tuesday, Wednesday and Friday. House numbers ending in an odd number are allowed to water between 6am-10am and 4pm-8pm Sunday, Tuesday, Thursday and Saturday. No watering shall take place between 10am and 4pm on any day. No watering is allowed on Mondays.

**Manitou Springs: Mandatory**

- Outdoor watering is restricted to Tuesday, Thursday and Saturday for even numbered addresses and Wednesday, Friday and Sunday for odd numbered addresses
- Outdoor watering at properties south of Manitou Avenue, and not having assigned street number addresses shall be restricted to dates allowed for outdoor watering at properties having even-numbered addresses, and properties north of Manitou Avenue, not having assigned street number addresses shall be restricted to dates allowed for outdoor water at properties having odd-numbered addresses.
- Outdoor watering is permitted for a maximum of two hours on a day on which watering is permitted, and such watering is permitted only between the hours of 5 a.m. - 8 a.m. or 7 p.m. - 10 p.m. (either period, but not both). To maximize irrigation efficiency, area watering shall be limited to 20 minutes per zone or location.

**Leadville:**

None Currently.

**Canon City:**

None Currently.

**Alma:**

None Currently



**PUBLIC WORKS  
MONTHLY STAFF REPORT  
May 2018**

**Wastewater Treatment Plant Performance May 2018**

Influent flow: Treatment Plant Design flow 0.3 MGD.

Average Flow	0.10MGD	% Capacity 33%
Maximum Flow	0.14MGD	% Capacity 47%

BOD		
Influent 293 mg/l	Effluent <2 (BDL)	%Removal 99.994%

Suspended Solids		
Influent 224 mg/l	Effluent <5 (BDL)	%Removal 99.98%

Ammonia		
Influent 47.67 mg/l	Effluent .06 mg/l	% Removal 99.9999%

E.coli		
Limit: 2,000 Average Geometric mean/ 4,000 Maximum Geometric Mean		
Colonies	Effluent 4 Colonies	% Removal 99.998%

**Waste Water system**

Wastewater plant ran exceptionally well this month. This is the first time since the town took over operations of the plant that Vaughn has seen below detectable limits on *Biochemical Oxygen Demand* (food for the bacteria) and total suspended solids.

**Water System**

This year's Sanitary Survey has been completed and turned into the state. Mountain Peak Controls is still working on a quote to complete the SCADA system at the Water Treatment Facility.

## Public Works

- Act as project manager for FEMA projects – beach dredging, beach road and the water plant reservoir.

Bids received for the three projects on June 13<sup>th</sup>. All projects were over the engineers estimate and staff is currently working on how to proceed with the projects without rebidding. Rebidding the access road will mean the dredging will have to be rebid and done next year. The only project that could rebid with minimal impact is the spillway project.

- Research Town Ditch Easement and create a maintenance plan/program.

Kat has been assigned this project and is researching the scope and dimensions of the Town's easement. Her second step will be creating and implementing a maintenance program.

- Continue to work on general clean-up of Town owned properties and rights-of-ways.

I will work on routine schedule for clean-up. Currently Public works is working on an ongoing list of items that need to be cleaned up.

- Begin work on comprehensive public works capital improvement plan to include all town owned buildings and properties, vehicles, and equipment.

I will work on a plan for on-going maintenance and capital improvements during the 4<sup>th</sup> quarter of this year.

- Complete Public Works Manual addressing internal operations as well as creating standards for street, sidewalks, parking lots, parks, etc.

Vaughn hasn't had much time to complete these SOP's and Operations Manuals. Vaughn estimates that he is half finished writing SOP's and O&M for all aspects of Public Works duties. He is expected to be finished with these documents around mid-September.

- Keep informed of all developments with the two approved marijuana retail/cultivation facilities within the Sanitation District. Monitor for compliance with applicable sanitation rules and reg's.

Wise Cannabis has not yet finished their grow operation side of the business and I don't foresee this happening anytime soon.

Park County is in the process of re-zoning the trailer park back to residential from commercial. The grow operation plans have been cancelled.

- Contract for and oversee electrical upgrades on 5<sup>th</sup> Street

Vaughn has submitted applications to Xcel Energy for electrical upgrades on Fifth Street and Front Street in December. The Applications have been processed and Vaughn is now waiting for Xcel's Mountain Division for a site visit to the two locations.

- Install two new fire hydrants per 2016 budget.

New bid documents are complete. Mason is soliciting bidders. Bid package is out with the bid date set for June 29<sup>th</sup>, award by late July and completion of the work by the end of August.

- Comply with cross-connection/back flow prevention regulations as implemented by CDPHE.

We are in the process of complying with and completing the cross-connection program. This project has been assigned to Kat and she has sent out surveys to all businesses and multifamily homes that are required to complete these surveys and return them. As of March 19<sup>th</sup> she has received 77 of 132 surveys back. Kat has compiled a list of properties that require a site visit and has done some of these visits. She has also compiled a list of properties that have not responded to the survey and is following up with the property owners.

- Participate in the River Park Planning Process.

I will be handling this with Tina. I will solicit input from Gerrits as needed.

- Participate in the Town Hall/Visitor Center Planning Process. Act as Project Manager if Visitor Center Project is approved.

I will be handling this with Tina. I will solicit input from Gerrits as needed.

- Continue to provide training opportunities for the Building Inspector and monitor licensing levels to keep compliant and up-to-date.

- Complete SCADA installation at the water plant.

SCADA compatible flow meters are installed and they are tracking the water production remotely. Mountain Peak Controls is working on a quote for labor and parts to complete the SCADA system to control the variable speed pumps remotely. Bid expected by the end of June.

- Complete sludge removal.

Sludge dewatering and disposal has been completed

- Complete installation of rubber mats in the playground area of Cohen Park.

Installation of rubber mats requires a concrete or asphalt base slab sloped 2% to drain. The quantity of rubber mats is 400 sf and the need for lower play area is over 1600 sf. Completing just the lower area play area will not make the park ADA compliant. The cost to complete the lower play area is most likely over \$100k. It was decided to not proceed with installation of rubber mats and sell the rubber mats.

- Obtain Level "C" Wastewater certification 2018 and if possible obtain level "B".

Vaughn Mead has resubmitted an application for his "C" test.

- Paint Town Hall by contracting out painting services.

Work is under contract and will be done in August.

Gerrits is the lead on the project and he is working with Lee Phillips and North West Fire Department to customize a new fire code to fit the Town's needs. Gerrits is working with Lee Phillips for the updates on the IBC and IRC.

- **Finish installing and repairing radio compatible water meters.**

Kat and Vaughn will be working on these meters and radios and would like to be finished with them by early summer. We have 27 meters and radios to repair, program or replace.

- **Bid out and complete 2018 roadway overlays.**

Paving was completed on June 12<sup>th</sup> and shouldering will begin on the week of June 18<sup>th</sup>.

- **Acquire all spare parts and motors needed for quicker repairs at the Sanitation Plant and Lift Station.**

All of the spare parts and motors needed have been ordered. Some parts have been received to date with the remainder expected by mid July.

- **Work with NWF to update Fire Code in Fairplay/Update IBC and IRC.**

Gerrits is the lead on these projects and he is working with Lee Phillips and North West Fire Department to customize a new fire code to fit the Town's needs. Gerrits is working with Lee Phillips for the updates on the IBC and IRC.

compiled a list of properties that have not responded to the survey and is following up with the property owners.

- **Finalize the building code amendments**

The amendments are complete and have been adopted by the Board of Supervisors. The amendments will be implemented on the next cycle of reports.

- **Comply with cross-connection/backflow prevention regulations as implemented by CDPFL.**

The project is proceeding with and completing the cross-connection prevention project has been assigned to Kat and she has been surveying all properties and identifying the backflow prevention devices. She has also been monitoring the backflow prevention devices. She has also compiled a list of properties that have not responded to the survey and is following up with the property owners.