

**AGENDA for a Regular Meeting  
of the Board of Trustees of the Town of Fairplay, Colorado  
Monday, November 5, 2018 at 6:00 p.m. at the Fairplay Town Hall Meeting Room  
901 Main Street, Fairplay Colorado**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
  - A. APPROVAL OF MINUTES** – October 15, 2018
  - B. APPROVAL OF EXPENDITURES** – Approval of bills of various Town funds in the amount of \$196,755.15.
- VI. CITIZEN COMMENTS**
- VII. PUBLIC HEARINGS**
  - A. 2018 Amended Budget and 2019 Proposed Budget**
- VIII. UNFINISHED BUSINESS**
  - A. Other Discussion Items**
- IX. NEW BUSINESS**
  - A. Should the Board Approve Adoption of Resolution No. 39, 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 GEORGE DAVIS FOR THE 706 MAIN STREET EXTERIOR PROJECT.”?**
  - B. Should the Board Approve Adoption of Resolution No. 40, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND WESTERN SLOPE CONSULTING FOR THE COMMUNITY ASSESSMENT PROJECT.”?**
  - C. Discussion/Direction Regarding Requests from South Park Health Services District for Sub-Lease Approval and Work List Approval.**
  - D. Other New Business**
- X. BOARD OF TRUSTEE AND STAFF REPORTS**
- XI. ADJOURNMENT**

**Upcoming Meetings/Important Dates**

Board of Trustees Regular Meeting	November 19, 2018
A Real Colorado Christmas Celebration, Victorian Tea & Holiday Bazaar	December 1, 2018
Board of Trustees Regular Meeting	December 3, 2018
Cowboy Victorian Ball	December 8, 2018

*This agenda may be amended.*

*Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, November 1, 2018.*



**MINUTES OF THE REGULAR MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
October 15, 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 Frank Just who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Ray Douglas, and Cindy Bear. Trustee Stapp was absent. Also in attendance were Town Administrator/Clerk Tina Darrah, Interim Police Chief Bo Schlunsen, Town Treasurer Kim Wittbrodt, Public Works Director Jim Brown and Assistant to the Town Administrator Mason Green.

**AGENDA ADOPTION**

**Motion #1** by Trustee Douglas, seconded by Trustee Dodge, that the agenda be adopted as presented. Motion carried unanimously. (Trustee Stapp was absent.)

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

- A. APPROVAL OF MINUTES** – October 1, 2018, October 4, 2018, October 8, 2018
- B. APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$273,198.76.

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

**CITIZEN COMMENTS**

Dr. Katherine Fitting gave an update to the Board of Trustees regarding the South Park Health Services District. Dr. Fitting stated that the District was working with Health One in order to begin clinic operations. Dr. Fitting said that the District anticipates that the contract with Health One will be finalized in the next few weeks, that Health One was actively looking for a doctor to run the clinic, and that they are looking to open the clinic by March 1, 2019.

Dr. Fitting thanked the Board for their participation in this project. Mayor Just thanked Dr. Fitting and the South Park Health Services District Board of Directors for all the work they have done around this project.

The Board, Staff and audience were led in a standing ovation for Dr. Fitting by Mayor Just.

**PRESENTATIONS**

**Oath of Office for Police Chief**

Marcus Woodward was sworn in as the new Police Chief for the Town of Fairplay. Chief Woodward previously served as Undersheriff for Teller County and as a Liquor Enforcement Agent for the State of Colorado.

The Board also thanked Officer Schlunsen for serving as the Interim Police Chief.

**Presentation by Officer Schlunsen Recognizing Two Local Youth**

Officer Schlunsen presented the youths with letters of commendation for finding a handgun and ammo at Cohen Park and turning in the materials to the Fairplay Police Department. Officer Schlunsen also presented the youths with \$25 gift cards to Subway.

**UNFINISHED BUSINESS**

**Other discussion items**

No other discussion items were offered.

**NEW BUSINESS**

Should the Board Approve Adoption of Resolution No. 35, series of 2018 entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH GARFIELD & HECHT, P.C. FOR MUNICIPAL ATTORNEY SERVICES FOR THE TOWN OF FAIRPLAY AND APPOINTING PAUL WISOR AS TOWN ATTORNEY"?

Mayor Just introduced the topic and Paul Wisor.

**Motion #3** by Trustee Dodge, Seconded by Trustee Bear, to approve the adoption of Resolution No.35, series of 2018, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH GARFIELD & HECHT, P.C. FOR MUNICIPAL ATTORNEY SERVICES FOR THE TOWN OF FAIRPLAY AND APPOINTING PAUL WISOR AS TOWN ATTORNEY**". A roll call vote was taken. Dodge – Aye, Just – Aye, Douglas – Aye, Bear – Aye. Motion carried unanimously. (Trustee Stapp was absent.)

Mayor Just proceeded to administer the Town Attorney Oath of Office to Paul Wisor.

Should the Board Approve Adoption of Resolution No. 36, 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 HANS VANBAAL FOR THE 530 FRONT STREET EXTERIOR PROJECT"?

Town Treasurer Wittbrodt presented on the topic, stating that the project was in compliance with the PIIP rules and regulations.

Mr. Hans Van Baal explained to the Board the condition of the building and how it is used.

**Motion #4** by Trustee Dodge, Seconded by Trustee Douglas, that the Board approve adoption of Resolution No. 36, 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 HANS VANBAAL FOR THE 530 FRONT STREET EXTERIOR PROJECT**". A roll call vote was taken. Dodge – Yes, Just – Yes, Douglas – Yes, Bear – Yes. Motion carried unanimously. (Trustee Stapp was absent.)

Should the Board Approve Adoption of Resolution No. 37, 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 ELLEN CANCHOLA FOR THE 517/523 FRONT STREET EXTERIOR PROJECT"?

Town Treasurer Wittbrodt presented on the topic, stating that the project was in compliance with the PIIP rules and regulations.

Ms. Ellen Canchola explained that the wooden board which serve as a sidewalk in front of her property needed replacing and this would be the usage of the PIIP funds.

**Motion #5** by Trustee Douglas, Seconded by Trustee Bear, that the Board approve adoption of Resolution No. 37, 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 ELLEN CANCHOLA FOR THE 517/523 FRONT STREET EXTERIOR PROJECT**". A roll call vote was taken. Dodge – Yes, Just – Yes, Douglas – Yes, Bear – Yes. Motion carried unanimously. (Trustee Stapp was absent.)

Should the Board Approve Changes to the Section of 7<sup>th</sup> Street Between Hathaway and Main Streets and Potential Use of Property Incentive Improvement Program (PIIP) Funds for a Portion of Curb Cut Installation Costs at the Brown Burro?

Mayor Just presented the topic, stating that 7<sup>th</sup> street would become a full one-way street. The Mayor stated that this would make it challenging for low-to-the-ground vehicles to enter the Brown Burro parking lot.

Trustee Bear stated that making 7<sup>th</sup> street one-way would greatly improve safety for students.

The Board discussed adding additional signage in other locations across Town.

**Motion #6** by Trustee Dodge, Seconded by Trustee Bear, to approve the plan as presented, authorize the use of PIIP funds for a portion of the project and to direct staff to bring back a PIIP Agreement for consideration on the next agenda. Motion carried unanimously. (Trustee Stapp was absent.)

Presentation of 2018 Amended and 2019 Preliminary Budget and Setting of Public Hearing On November 5, 2018 @ 6:00 P.M.

Town Treasurer Wittbrodt presented the 2018 amended and 2019 proposed budget to the Board in accordance with Colorado State Statute and asked the Board to set the first budget public hearing for November 5, 2018.

**Motion #7** by Trustee Douglas, seconded by Trustee Dodge, to accept the 2018 amended and 2019 preliminary budgets and set a hearing on these budgets for November 5, 2018 at 6:00pm. Motion carried unanimously. (Trustee Stapp was absent.)

The Board scheduled a budget work session on October 29, 2018, at 6:00 p.m.

A. Other new business

No other discussion items were offered.

BOARD OF TRUSTEES AND STAFF REPORTS

Public Works Director Jim Brown informed the Board that the water and sanitation systems are running well, that the FEMA projects have been completed, the fire hydrants have been fixed and that he would like speak to the Board in the future to decide which civil engineering firms would be interviewed and when.

Town Administrator Darrah thanked Officer Schlunsen for all his hard work as the Interim Police Chief. She also informed the Board of a meeting on October 26<sup>th</sup> with Summit County and of the Volunteer Appreciation Lunch at Asian Fusion on the same day.

Mayor Just thanked Paul Wisor and Marcus Woodward for accepting their jobs.

ADJOURNMENT

Mayor Just, noting that there being no further business before the Board, declared that the meeting be adjourned at 7:12 p.m.

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

ATTEST:

\_\_\_\_\_  
Mason Green, Assistant to the Town Administrator





## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Paid Bills

**DATE:** 11/1/2018

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**Agenda Item:** Bills

Attached is the list of invoices paid through October 31, 2018.

Total Expenditures: \$196,755.15

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
10/24/2018	14336	Cash	cash - certified check for vi	1	10/24/2018	1,717.96	105183
Total 340:						1,717.96	
10/25/2018	14356	Main Street Garage	Tire repair	1	10/10/2018	20.49	105625
Total 1336:						20.49	
10/25/2018	14361	Thompson, Joshua	cell phone reimburse	1	10/25/2018	25.00	105645
10/25/2018	14361		cell phone reimburse	2	10/25/2018	12.50	507320
10/25/2018	14361		cell phone reimburse	3	10/25/2018	12.50	617320
Total 2108:						50.00	
10/24/2018	14344	Town of Fairplay	sewer-shop	1	09/30/2018	60.00	105650
10/24/2018	14344		sewer-shop	2	09/30/2018	60.00	507390
10/24/2018	14344		water-san district	1	09/30/2018	36.00	617104
10/24/2018	14344		23 fuller drive	1	09/30/2018	60.00	105095
10/24/2018	14344		525 hathaway	1	09/30/2018	194.70	105180
10/24/2018	14344		sewer-town hall	1	09/30/2018	60.00	105023
Total 2134:						470.70	
10/24/2018	14346	Xcel Energy	945 quarry road	1	10/12/2018	13.16	507185
Total 2296:						13.16	
10/24/2018	14345	True Value	Supplies	1	09/27/2018	101.96	105172
10/24/2018	14345		Supplies	2	09/27/2018	37.97	105630
10/24/2018	14345		Supplies	3	09/27/2018	109.67	507160
10/24/2018	14345		Supplies	4	09/27/2018	70.37	105025
10/24/2018	14345		Supplies	5	09/27/2018	43.34	105027
10/24/2018	14345		Supplies	6	09/27/2018	8.97	507160
10/24/2018	14345		Supplies	7	09/27/2018	344.86	105134
10/24/2018	14345		Supplies	8	09/27/2018	344.86	105134
10/24/2018	14345		Supplies	9	09/27/2018	3.92	105134
10/24/2018	14345		Supplies	10	09/27/2018	27.98	105174
10/24/2018	14345		ballfield repair - fire	11	09/27/2018	363.43	105830
10/24/2018	14345		Supplies	12	09/27/2018	13.97	105830
Total 2405:						761.58	
10/25/2018	14350	Darrah, Tina	Cell Phone	1	10/25/2018	50.00	105065
Total 2462:						50.00	
10/15/2018	14325	CARD SERVICES	Plein air supplies	1	10/01/2018	173.55	105172
10/15/2018	14325		outdoor rec grant	2	10/01/2018	30.96	105125
10/15/2018	14325		Postage	3	10/01/2018	.21	105035
10/15/2018	14325		Plein air supplies	4	10/01/2018	151.21	105172
10/15/2018	14325		lees party	5	10/01/2018	98.37	105110
10/15/2018	14325		food for meeting	6	10/01/2018	74.19	105630
10/15/2018	14325		Training materials	7	10/01/2018	288.00	617050
10/15/2018	14325		Supplies	8	10/01/2018	60.09	105027



Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
10/15/2018	14325		Supplies	9	10/01/2018	32.99	105172
10/15/2018	14325		Postage	10	10/01/2018	50.00	105135
10/15/2018	14325		Supplies	11	10/01/2018	19.91	105030
10/15/2018	14325		Supplies	12	10/01/2018	19.91	507303
10/15/2018	14325		Supplies	13	10/01/2018	19.91	617303
10/15/2018	14325		Postage	14	10/01/2018	3.75	105445
10/15/2018	14325		Supplies	15	10/01/2018	20.02	105445
10/15/2018	14325		food for meetings	16	10/01/2018	135.94	105070
10/15/2018	14325		volunteer gift	17	10/01/2018	25.00	105120
10/15/2018	14325		Supplies	18	10/01/2018	83.34	105172
Total 2503:						1,267.35	
10/15/2018	14327	High Country Engineering	Engineering for FEMA	1	10/03/2018	500.00	507195
10/15/2018	14327		Engineering for FEMA	1	10/03/2018	500.00	507195
10/15/2018	14327		Engineering for FEMA	1	10/03/2018	6,802.75	507195
Total 2803:						7,802.75	
10/25/2018	14363	Wittbrodt, Kim	cell phone reimb	1	10/25/2018	50.00	105065
Total 2655:						50.00	
10/24/2018	14338	Colorado Natural Gas, Inc.	sewer treatment plant	1	10/02/2018	40.99	617104
10/24/2018	14338		san office	1	10/02/2018	58.79	617104
10/24/2018	14338		natural gas	1	10/02/2018	52.56	105023
10/24/2018	14338		natural gas-shop	1	10/02/2018	40.99	507390
10/24/2018	14338		525 hathaway	1	10/02/2018	40.99	105190
Total 2728:						234.32	
10/25/2018	14357	Mead, Vaughn	cell phone reimb	1	10/25/2018	12.50	617320
10/25/2018	14357		cell phone reimb	2	10/25/2018	12.50	507320
10/25/2018	14357		cell phone reimb	3	10/25/2018	25.00	105645
Total 2739:						50.00	
10/25/2018	14353	Kasper, Gerrits	cell phone reimb	1	10/25/2018	50.00	105645
Total 2747:						50.00	
10/24/2018	14335	Amanda Woodbury	piip payment - 802/808 mai	1	10/24/2018	2,225.00	105185
Total 2787:						2,225.00	
10/25/2018	14349	Bullock, Julie	cell phone reimburse	1	10/25/2018	50.00	105065
Total 2812:						50.00	
10/24/2018	14337	Colorado Analytical Lab	waste water testing	1	10/17/2018	380.00	617140
10/24/2018	14337		water testing	1	10/11/2018	23.00	507140
Total 2884:						403.00	
10/24/2018	14341	HASP	hasp water dues	1	10/17/2018	1,400.00	507260

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
<b>Total 2903:</b>						<b>1,400.00</b>	
10/24/2018	14340	Fairplay Auto Supply	supplies	1	09/27/2018	132.43	617155
10/24/2018	14340		supplies	2	09/27/2018	10.00	105625
<b>Total 2948:</b>						<b>142.43</b>	
10/25/2018	14358	MEBULBS	bulbs	1	10/18/2018	2,587.50	105640
<b>Total 2987:</b>						<b>2,587.50</b>	
10/25/2018	14360	Schlunsen, Arthur	cell phone reimburse	1	10/25/2018	50.00	105455
<b>Total 2988:</b>						<b>50.00</b>	
10/25/2018	14354	Kaupus Water Labs, Inc.	bleach	1	10/08/2018	420.00	507130
<b>Total 2999:</b>						<b>420.00</b>	
10/25/2018	14362	White, Kathieen	cell phone reimb	1	10/25/2018	25.00	105645
10/25/2018	14362		cell phone reimb	2	10/25/2018	12.50	507320
10/25/2018	14362		cell phone reimb	3	10/25/2018	12.50	617320
<b>Total 3004:</b>						<b>50.00</b>	
10/15/2018	14326	CEBT	werner cobra	1	10/15/2018	1,431.00	102240
<b>Total 3075:</b>						<b>1,431.00</b>	
10/24/2018	14339	Employers Council	annual dues	1	10/16/2018	206.95	105015
<b>Total 3083:</b>						<b>206.95</b>	
10/22/2018	14329	Colorado Department of R	3rd quarter sales tax	1	10/20/2018	5,947.83	102280
<b>Total 3155:</b>						<b>5,947.83</b>	
10/25/2018	14359	Peak Materials	salt/sand	1	10/11/2018	269.23	105670
10/25/2018	14359		salt/sand	1	10/12/2018	645.70	105670
<b>Total 3161:</b>						<b>914.93</b>	
10/25/2018	14351	Green, Mason	cell phone reimb	1	10/25/2018	50.00	105065
<b>Total 3175:</b>						<b>50.00</b>	
10/25/2018	14352	Griffin, Angelique	cell phone reimburse	1	10/25/2018	50.00	105065
<b>Total 3198:</b>						<b>50.00</b>	
10/25/2018	14348	Brown, Jimmy	cell phone reimburse	1	10/25/2018	12.50	617320
10/25/2018	14348		cell phone reimburse	2	10/25/2018	12.50	507320
10/25/2018	14348		cell phone reimburse	3	10/25/2018	25.00	105645
<b>Total 3199:</b>						<b>50.00</b>	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
10/25/2018	14347	American West Constructio	fairplay dredging	1	10/01/2018	121,498.20	507195
10/25/2018	14347		reservoir road	1	10/01/2018	17,163.00	507195
10/25/2018	14347		spillway	1	10/01/2018	5,400.00	507195
10/25/2018	14347		fire hydrant repair/replace	1	10/20/2018	21,618.00	507155
<b>Total 3247:</b>						<b>165,679.20</b>	
10/15/2018	14328	Sara Griffith	mileage & meal for student	1	10/04/2018	136.88	105125
<b>Total 3258:</b>						<b>136.88</b>	
10/15/2018	14324	Alec Sabatini	mlilage for students	1	10/12/2018	105.30	105125
<b>Total 3259:</b>						<b>105.30</b>	
10/24/2018	14342	Roz Aceto	piip payment - 625 main	1	10/24/2018	427.00	105185
<b>Total 3260:</b>						<b>427.00</b>	
10/24/2018	14343	Shelley Cono	piip payment - cono	1	10/24/2018	1,381.00	105185
<b>Total 3262:</b>						<b>1,381.00</b>	
10/25/2018	14355	Laxmi Hospitality	refund lodging tax overpay	1	10/25/2018	488.82	104096
<b>Total 3263:</b>						<b>488.82</b>	
<b>Grand Totals:</b>						<b>196,755.15</b>	

## Report Criteria:

Detail report type printed





## MEMORANDUM

**TO:** Mayor Just and Board of Trustees  
**FROM:** Kim Wittbrodt – Treasurer  
**RE:** Public Hearing – 2019 Proposed Budget  
**DATE:** November 5, 2018

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### **AGENDA ITEM: Public Hearing – 2018 Amended Budget and 2019 Proposed Budget**

This is the first public hearing for the 2018 amended budget and the 2019 proposed budget for the Town of Fairplay and the 2018 amended budget for the Fairplay Sanitation District. The hearing needs to be opened and public comment allowed. Staff will be prepared to answer questions. Updates will be made to the proposed budget reflecting any changes you request during this budget process. The updates will also contain updated year to date actual numbers. These numbers will continue to change, up until you adopt the final budget in December.

At the conclusion of the hearing, rather than close it, staff requests that a motion be made to continue the hearing until your next regularly scheduled meeting on November 19, 2018.





## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Resolution Approving PIIP Agreement with George Davis

**DATE:** November 1, 2018

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**Agenda Item:** Resolution for PIIP Agreement

This resolution approves an agreement with George Davis for the 706 Main Street Sidewalk Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$2,000 to replace the existing curb and gutter in front of the existing parking lot for the business. The property taxes paid for this property over the last five years is \$6,874. If this application is approved you will be over the original budget in the PIIP line item for 2018 by \$2,516.50. If approved we can amend the budget line item. The estimate for the replacement of the sidewalk curb and gutter is \$7,500. Staff recommends approval.

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

**TOWN OF FAIRPLAY, COLORADO  
RESOLUTION NO. 2018-39**

**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 GEORGE DAVIS FOR THE 706 MAIN STREET SIDEWALK 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 George Davis 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 5th day of November, 2018.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

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

ATTEST:

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



**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT  
(Brown Burro Sidewalk Project)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (Brown Burro Sidewalk Project) (hereafter referred to as the "Brown Burro Sidewalk Project PIIP Agreement") is made and executed this 5th day of November, 2018, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and George Davis, (hereafter referred to as the "Owner").

**WITNESSETH**

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 706 Main Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by removing existing curb and gutter and replacing with a vehicle friendly curb and gutter for easier vehicle access into parking lot, which improvement will enhance the appearance of the Property and of the Town; and

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

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

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

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

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

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than October 29, 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 PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Seven Thousand Five Hundred Dollars (\$7,500.00).

4. **Contractor.** The contractor performing the work is CMH Civil, whose address is PO Box 4369, Dillon, CO, 80435. 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 Two Thousand Dollars (\$2,000) 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 PIP 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:         George Davis  
                              PO Box 787  
                              Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

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

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

OWNER:

\_\_\_\_\_  
George B. Davis

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): George B. DAVIS

Property Address: 706 Main, Fairplay, CO, 80440

Mailing Address: PO Box - 787 Fairplay, CO 80440

Phone: (719) 836-2804

Email: gandj@wldblue.net

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

REMOVE APPX. 32 LF OF EXISTING SIDEWALK AND 6" MOUNTABLE CURB FROM MAIN  
ENTRANCE TO PARKING LOT AND REPLACE WITH A STANDARD DRIVEWAY CURB CUT  
TO INCLUDE ADA COMPLIANT RAMPS NOT TO EXCEED 1V:12H SLOPE.

Estimated Cost of Project: ~~\$8,000.00~~ 7500.00

Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): ~~\$2,000.00~~ 2000

Amount of Matching Funds from Applicant (must be at least 50% of the cost of the project):  
\$4,000.00 5500.00

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: George B. Davis Date: 10/17/18



October 23, 2018

Mr. Frank Just  
Betone, LLC  
920 Hathaway Street #10  
Fairplay CO 80440

Re: Fairplay Concrete Proposal

Frank,

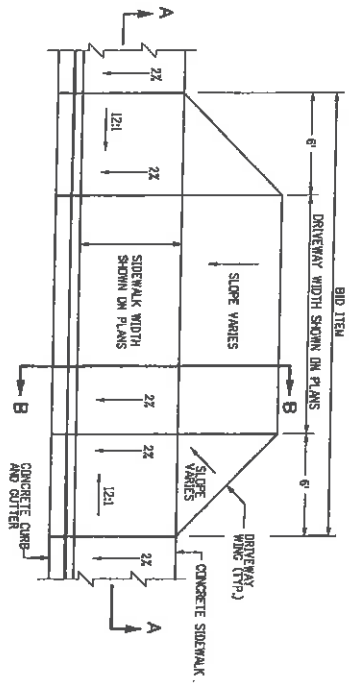
CMH Civil proposes to remove and replace approximately 256 SF of 6" thick concrete flatwork along with 32 LF of concrete curb and gutter for the lump sum price of \$7500.00. This includes all labor, equipment, and materials to form, pour, strip, and cure our work. Orange barrels and cones will be provided for traffic control.

Thank you for the opportunity. If you have any questions, please don't hesitate to call me at 970.389.1078. Thanks and have a great day.

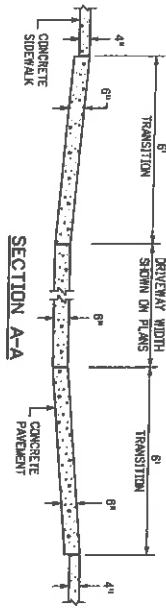
Sincerely,

A handwritten signature in black ink, appearing to be 'CS' or similar initials, enclosed within a circular scribble.

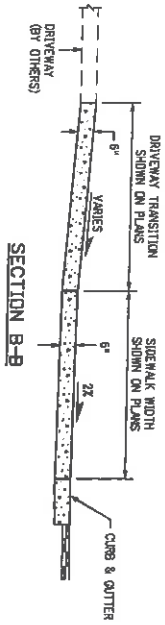
Chuck Sizer  
CMH Civil



CONCRETE DRIVEWAY ENTRANCE TYPE 3



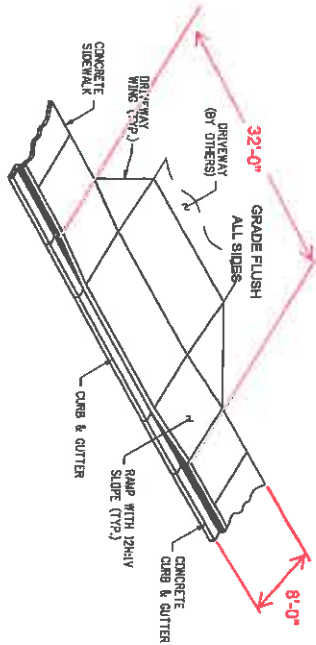
SECTION A-A



SECTION B-B



CONCRETE PAVEMENT PAY AREA



TYPE 3 ISOMETRIC VIEW

**NOTES**

1. DRAINAGE STRUCTURES, TRAFFIC SIGNAL EQUIPMENT, JUNCTION BOXES, AND OTHER OBSTRUCTIONS SHOULD NOT BE PLACED IN FRONT OF THE DRIVEWAY RAMP ACCESS AREAS.
2. FOR THE CURB AND GUTTER SLOPE, SEE PLANS FOR CURB TYPE.
3. RAMP SLOPES SHALL BE 12:1 OR FLATTER.

Computer File Information		Sheet Revisions	
Creation Date: 07/04/12	Inhibit: DD	Date:	Comments
Last Modification Date: 07/04/12	Inhibit: LTA		
Full Path: <a href="http://www.coloradodot.info/Business/designsupport">www.coloradodot.info/Business/designsupport</a>			
Drawing File Name: 60901DA.dgn			
CAD Ver: MicroStation V8	Scale: Not to Scale		
	Units: English		
Colorado Department of Transportation		Project Development Branch	
4201 East Arkansas Avenue Denver, Colorado 80222 Phone: (303) 757-8003 Fax: (303) 757-9820		DD/LTA	
CURB, GUTTERS, AND SIDEWALKS		STANDARD PLAN NO.	
		M-609-1	
Issued By: Project Development Branch on July 4, 2012		Sheet No. 4 of 4	



Main St

7th St

7th St

8th St

20 FT CURB CUT  
W/ 1200 SQUARE  
Brown Burro  
Cream & Steam

Brown Burro Cafe

POST BOXES

LOCAL BENS TIRE

PHOTOGRAPHY ARTS

ALLIANCE (PACIFIC) PART







## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Tina Darrah, Town Clerk  
**RE:** Resolution No. 40 – Community Assessment  
**DATE:** November 1, 2018

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This is the Professional Services Agreement with Western Slope Consulting LLC for the Community Assessment. We have received notice from DOLA that we have been awarded the grant for one-half the cost of the assessment, but do not have a signed grant contract yet. As with all grant funded projects, we cannot start the actual project until the grant contract is signed. Due to this and as we are getting so close to the holidays, I have asked Davis to rework the original timeline with a start date in January. The PSA was reviewed and approved by Town Attorney Wisor.

**Recommended Action:**

Motion to approve Resolution No. 40, series of 2018. This will require a second and a roll call vote.

**TOWN OF FAIRPLAY, COLORADO**  
**RESOLUTION NO. 40**  
**Series of 2018**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND WESTERN SLOPE CONSULTING, LLC, FOR THE COMMUNITY ASSESSMENT PROJECT.**

WHEREAS, Western Slope Consulting, LLC, has submitted a proposal for planning services for completion of a Community Assessment for the Town of Fairplay and wishes to enter into an agreement with the Town to provide these services; and,

WHEREAS, the Board of Trustees has reviewed the contract and desires to enter into an agreement with Western Slope Consulting, LLC for the services specified in 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 Western Slope Consulting, LLC 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 5th day of November, 2018.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

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

ATTEST:

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

RES - contract authorization approval.

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and \_\_\_\_\_, an independent contractor ("Consultant").

WHEREAS, the Town requires professional services; and

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

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

### I. SCOPE OF SERVICES

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

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

### II. REPORTS, DATA AND WORK PRODUCT

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

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

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other

proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

D. Upon request, Consultant shall provide to the Town electronic versions of all work product, in the format (Word, PDF, or In-Design) directed by the Town.

### **III. COMPENSATION**

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant 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 Consultant in performing all services hereunder. Consultant shall have the authority to reallocate the amounts shown in the proposed budget to other budget categories based upon project needs so long as the total project budget does not exceed the total project amount.

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

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

### **V. PROFESSIONAL RESPONSIBILITY**

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

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

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

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

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

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

**VI. INSURANCE**

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

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

1. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

2. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and two million dollars (\$1,000,000) general aggregate.

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

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

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

**VII. INDEMNIFICATION**

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

**VIII. TERMINATION**

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

**IX. CONFLICT OF INTEREST**

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

**X. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this

Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes. Consultant is not entitled to receive from the Town any benefits, including without limitation workers' compensation or unemployment compensation. The Consultant is obligated to pay all federal, state and local income tax or other applicable tax on any moneys earned or paid pursuant to this Agreement. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between the parties; and no party shall have the authority to bind the other in any respect.

## **XI. ILLEGAL ALIENS**

**A. Certification.** Consultant 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 Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

**B. Prohibited Acts.** Consultant shall not:

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

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

**C. Verification.**

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

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

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

a. Notify the subcontractor and the Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien to perform work under this Agreement. Consultant shall pay any back wages and benefits to the illegal alien, and all such payments shall be reported to the Town. Consultant shall also be responsible for any civil or criminal penalties assessed against any employee or subcontractor who knowingly employs or contracts with an illegal alien to perform work under this Agreement.

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 Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

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

E. If Consultant does not have employees, Consultant shall sign the "No Employee Affidavit" attached hereto as Exhibit B.

E. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the "Department Program Affidavit" attached hereto as Exhibit C.

## XII. INSPECTION AND OPEN RECORDS

A. Inspection. The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant and its subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

B. Open Records. The Town is subject to and bound by the Colorado Open Records Act, § 24-72-101 et seq. C.R.S. Any and all documents Consultant prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by the Consultant. The Consultant hereby waives any claims of any kind whatsoever against the Town for the Town's compliance or attempted compliance with the provisions of the Open Records Act related to the project.

## XIII. 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 Park County, Colorado.

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



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

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

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

The Town: Tina Darrah  
Town Administrator  
Town of Fairplay  
901 Main Street/PO Box 267  
Fairplay, CO 80440

Consultant: \_\_\_\_\_

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. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate the Town to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by the Town to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

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

**TOWN OF FAIRPLAY**

\_\_\_\_\_  
Mayor

ATTEST:

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

**CONSULTANT**

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

\_\_\_\_\_

Faint illegible text, possibly a stamp or signature.

Faint text at the bottom of the page, possibly a footer or additional terms.

**EXHIBIT A**  
**Scope of Services**

... of ... for ... Local ... No ... obligate ... such ...

**EXHIBIT B**  
**No Employee Affidavit**

EXHIBIT B  
No Employee Affidavit

EXHIBIT B  
No Employee Affidavit

**NO EMPLOYEE AFFIDAVIT**

*[To be completed only if Consultant 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.

*Consultant 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

**EXHIBIT C**  
**Department Program Affidavit**

**DEPARTMENT PROGRAM AFFIDAVIT**

*[To be completed if Consultant 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.

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date

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

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

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







# Proposal Fairplay, Colorado

## Community Assessment



Submitted by:

**Western Slope Consulting, LLC**

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# Table of Contents

	Page
Cover Letter	3
Project Team	4
Related Experience	4
Similar Projects	4
What Makes Our Team Unique	5
Community Engagement Examples	5
Conflict of Interest	6
Client References	6
Scope of Work	7
Timeline	15
Fee Proposal	16
Resumes	18
Appendix A - Jim Leggitt Visualization Sketches	27

WESTERN • SLOPE • CONSULTING • LLC

Cover Letter

August 30, 2018

Ms. Tina Darrah  
Town of Fairplay Administrator  
PO Box 267  
Fairplay, CO 80440

Dear Ms. Darrah:

The team of Western Slope Consulting, LLC (WSC), Lamont Planning Services (LPS) and Leggitt Studio, LLC (LS) is pleased to submit this response to the Town of Fairplay Request for Proposals (RFP) for the Fairplay Community Assessment. Davis Farrar, principal at WSC will be the lead consultant. We are excited about the opportunity to work in Fairplay again.

The team's collective experience, skill set and approach to community engagement are well suited to the Fairplay project and will result in realistic and actionable outcomes that have strong public support. Our goal is to deliver Fairplay a Community Assessment that empowers the town to implement their own ideas and to move Fairplay in a positive direction.

Our long-term Western Slope presence, previous work in Fairplay and experience in small Colorado communities brings familiarity and understanding to the project. We will deliver Fairplay timely quality service with implementable results. We are available to begin work immediately upon selection and will deliver the final product on schedule. Thank you for the opportunity to submit this proposal. We look forward to discussing our qualifications with you in the near future.

Sincerely,



Davis Farrar  
Project Lead

0165 BASALT MT. DRIVE • CARBONDALE, COLORADO • 81623  
PHONE: 970-963-2781 • WSCONSULTING@SOPRIS.NET

## **Project Team**

Davis Farrar (Western Slope Consulting LLC) will serve as the overall Project Lead, orchestrating the activities of the Community Assessment team. He will serve as the primary contact with town staff. Davis will also serve as the lead for engagement activities with the Leadership Committee, stakeholder groups, elected officials and the public.

Davis is the principal of Western Slope Consulting, LLC, a community planning and urban design firm with 23 years of experience based in Carbondale, Colorado. Davis's 38 year career includes involvement with municipal planning and management in both the public and private sectors. He enjoys the challenges and variety of opportunities associated with planning projects in small Colorado communities.

Matt Farrar (Western Slope Consulting LLC) will serve as the lead on analytical work, developing materials for public outreach and meetings, and creation of documents and graphics. Matt will assist with the design and implementation of engagement activities.

Matt is a partner in Western Slope Consulting, LLC. Matt holds master's degrees in both Urban and Regional Planning and Urban Design. He has experience working as a municipal planner and as a nonprofit planning consultant. Matt is a native of western Colorado and enjoys opportunities to work with small communities to realize their goals, while preserving their heritage and authenticity.

Leslie Lamont (Lamont Planning Services) will work alongside Davis Farrar to facilitate engagement activities with the Leadership Committee, stakeholder groups, elected officials and the public. Ms. Lamont will assist with the design and implementation of engagement activities.

Leslie Lamont has been doing planning work and community facilitation throughout the Roaring Fork Valley for the last 25 years. Leslie was a principal planner for Otak, Inc. for two years, a Pitkin County Commissioner from 1995-2000 and a project planner as well as Deputy Director of Community Development for the City of Aspen for six years managing caseload planning for the Department. Leslie's experience with the City of Aspen and as an elected official included numerous opportunities to interact with a variety of stakeholder groups in the County as well as various staff members of the communities within the County and other elected officials.

Jim Leggitt (Leggitt Studio LLC) will work alongside Matt Farrar to develop graphics for community engagement activities and the Community Assessment document.

Jim is an architect, urban planner, author, educator and professional illustrator who has been practicing for over forty years in Colorado. In addition to being the principal of Leggitt Studio LLC, he has conducted design visualization seminars and drawing workshops throughout the country and Canada for over twenty years. He has also authored *DRAWING SHORTCUTS: Developing Quick Drawing Skills Using Today's Technology*.

## **Related Experience**

We have assembled a team that has experience with a range of community planning efforts including comprehensive plans, parks/recreation and open-space master plans, trail master plans, downtown plans and site-specific planning projects.

Our team brings a strong understanding of how to effectively work alongside the community to identify assets, opportunities, needs and challenges. We also understand how to develop the community's ideas for addressing these issues into realistic and actionable outcomes.

Our experience has taught us that the most successful planning projects are those that are driven by the community. Our goal is to empower the people of Fairplay to implement their ideas and produce positive change. Our team has the experience and knowledge to facilitate and support community members as they move forward with their plan.

## **Similar Projects**

The following examples are other similar planning projects that included steering committees, public outreach, goals/policies, recommendations, implementation actions and GIS mapping.

Our team has been involved with similar projects for municipal clients. These include:

- 2013 Fairplay Comprehensive Plan
- Poncha Springs Comprehensive Plan Update
- Poncha Springs Parks and Recreation Master Plan
- Town of Eagle River Corridor Master Plan
- Collbran Downtown Master Plan
- Downtown Strategic Plan - Fraser, Colorado
- Strong at Heart (Downtown Plan) - Taos, New Mexico
- Gunnison Vibrancy Initiative (Downtown Plan) - Gunnison, Colorado
- Confluence Redevelopment Plan - Glenwood Springs, Colorado
- Estes Park, CO Downtown Plan
- Idaho Springs, CO East End Plan

### **What Makes Our Team Unique**

#### *We Know and Understand Fairplay*

Davis Farrar, Matt Farrar and Leslie Lamont teamed to work with the Fairplay community to develop the 2013 comprehensive plan and the Fairplay Unified Development Code. We have a solid understanding of the Fairplay community and will bring that knowledge and experience to this project.

#### *We Know Small Towns*

All the members of our team have experience working in smaller Colorado towns. For 38 years, Davis Farrar has specialized in delivering planning consulting services to communities across the Western Slope. Matt Farrar has served as a municipal planner and planning consultant working with communities in the West. Leslie Lamont was County/Town planning director and additionally served as a Pitkin County Commissioner. Jim Leggitt has worked with numerous small western communities on corridor and downtown revitalization initiatives, employing his hand drawing skills to visualize “before and after” scenarios. This collective experience gives us an understanding of the nuances, intricacies and challenges of smaller communities. We know what works.

#### *We Believe in a Community Driven Approach*

Our team recognizes the value of local expertise, particularly when it comes to understanding what is best for Fairplay. In this project, the people of Fairplay will be tasked with deciding how to identify and create the change they want. Our role will be to use our knowledge and expertise to guide them in this process.

#### *We Empower Communities to Visualize Their Ideas*

Jim Leggitt is one of the premier hand sketch artists in Colorado. Utilizing Jim’s artistic skill set, our team will translate the community’s ideas into graphic images. This process is invaluable to help participants visualize how areas of Fairplay can be transformed. Sketches are an effective tool for generating enthusiasm for change.

### **Community Engagement Examples**

#### *Leadership Committee*

Matt Farrar led the design and implementation of the engagement process for the “Gunnison Vibrancy Initiative.” A key component of this process was the involvement of a Leadership Committee, comprised of community members with a vested interest in the success of downtown Gunnison. This group was actively involved throughout the project resulting in strong ownership of the outcomes. These committee members continue to play an important role in supporting the city with ongoing implementation efforts.

#### *Focus Group Meetings*

Our team is experienced working with small groups of stakeholders such as local and county governments, departments of transportation, business owners, realtors, developers, advocacy groups and area residents. Focus

group meetings are valuable because they offer a comfortable setting to discuss ongoing projects and give input. We typically structure these meetings as one-hour sessions and choose a location that is convenient for the most participants. We encourage town staff to participate in these meetings so that they can become familiar with stakeholder interests.

### *Community Meetings*

Our team has extensive experience hosting large public meetings. We've learned that these types of meetings can be valuable but need to be structured in a thoughtful and purposeful manner. Such meetings tend to capture a select demographic and not a broad cross-section of the community. To broaden participation, we design these meetings to be fun and interactive. We often include amenities such as food, drink and childcare. To keep participants actively engaged, we offer photo booths, mapping exercises, visual preference surveys, and a variety of other interactive activities. Online questionnaires have also been used as an additional option to engage those who do not attend.

### *Public Open House/Street Party/Demonstration Projects*

Matt Farrar played a key role in the design and implementation of the community engagement process for "Strong at Heart," a downtown planning effort in Taos, New Mexico. This past spring, a weeklong design workshop was hosted in Taos to develop maps, diagrams and sketches of the community's ideas. To showcase the final products from the workshop, an outdoor public open house was held in conjunction with a street party (with music & food trucks) and a demonstration of temporary street improvements. This event had a strong turnout and was a fun and lively event. Participants were able to view and provide feedback on the products from the workshop and observe how certain street improvements, such as curb bulb-outs work. Please visit (<https://www.youtube.com/watch?v=Zom1VLCGq64>) to view a short video of this event. Our team looks to find opportunities to design such unique events for each project.

### **Potential Conflicts of Interest**

The team does not have any conflicts of interest with this project.

### **Client References**

Catherine Trotter - Fraser Town Planner  
P.O. Box 370, Fraser, CO 80442  
[ctrotter@town.fraser.co.us](mailto:ctrotter@town.fraser.co.us), 970-726-5491, ext. 209

Russ Forrest - Gunnison City Manager  
PO Box 239, Gunnison CO 81230  
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Ryan Mahoney - Basalt Town Manager  
101 Midland Avenue, Basalt, Colorado 81621  
[Ryan.mahoney@basalt.net](mailto:Ryan.mahoney@basalt.net), 970-927-4701 Town Hall 520-906-3053 Cell

David McConaughy - Municipal Attorney - New Castle, City of Delta  
901 Grand Avenue Suite 201 • Glenwood Springs, CO 81601  
[dmcconaughey@garfieldhecht.com](mailto:dmcconaughey@garfieldhecht.com), 970-947-1936 Office

Lew Evans - Town of Collbran Mayor  
P.O. Box 344 • Collbran, CO 81624  
[lew.evans@townofcollbran.us](mailto:lew.evans@townofcollbran.us), (970) 788-8878 Cell, 970-487-3751 Town Hall

## **Scope of Work**

The following is the proposed scope of work. We are willing to modify the scope of work based upon available funding and discussions with the town during contract negotiations.

### **Project Phase I - Comprehensive Plan Tasks**

#### **Task 1.0 - Coordinate Project Logistics with Town Staff**

WSC will work with town staff to:

1. Clarify and confirm the focus area and the desired outcomes for the Community Assessment.
2. Develop a communication and outreach strategy for the Community Assessment engagement process.

The purpose of this strategy is to:

1. Identify the communication channels (newspaper, email blasts, social media, etc.) to be used.
2. Responsibility for the management of communication channels.
3. Assign responsibility for the creation of public outreach materials (flyers, newspaper ads, agendas, etc.).
4. Provide a schedule for the distribution of public outreach materials.

***Total Task Hours: 5***

#### ***Task Deliverables:***

1. Participation in up to 2, one hour conference calls with town staff.
2. Memo summarizing focus area and desired outcomes for the Community Assessment.
3. A communication and outreach strategy document.

#### **Task 1.1 - Establish Leadership Committee**

Town staff and Board of Trustees will be tasked with identifying and contacting community members to serve on a Leadership Committee for the assessment. WSC will support these efforts by providing advice on the types of stakeholders to engage and assist with developing any outreach materials that may be needed.

Town staff will be responsible for confirming participation on the Leadership Committee and developing a contact list for the committee that will be made available to WSC.

The intent of the Leadership Committee is to:

1. Represent the interests of key stakeholder groups with a vested interest in the success of downtown Fairplay.
2. Assist with outreach efforts to ensure broad community participation in engagement activities.
3. Maintain long-term ownership of the assessment's outcomes and support the town with implementation efforts.

It is important for members of the Leadership Committee to be involved throughout the Community Assessment process. They will be asked to participate in a number of activities over the course of the project.

***Total Task Hours: 3***

#### ***Task Deliverables:***

1. Up to 2, one hour conference calls with the town staff.

2. Outreach materials to be sent to potential committee members, as needed.

### **Task 1.2 - Review & Summarize Town Plans/Studies**

WSC will review all existing plans and studies relevant to the Community Assessment. WSC will prepare a summary of the key findings from these documents. This summary will enable our team and the community to better understand the ideas/concepts that have been proposed.

Following the review, WSC will coordinate a conference call(s) with town staff to discuss any progress being made on the ideas/concepts that have been proposed. It will also be important to discuss any impediments or challenges that have been encountered.

Town staff will be responsible for providing the WSC with all plans and studies relevant to the Community Assessment.

***Total Task Hours: 12***

#### ***Task Deliverables:***

1. Review of all existing plans and studies relevant to the Community Assessment.
2. Memo summarizing key findings from the review.
3. Up to 2 one-hour conference calls with town staff.

### **Task 2.0 - Community Questionnaire**

WSC will work with town staff to develop and distribute an online and/or hard copy questionnaire to gather input from the community on:

1. Key assets and opportunities.
2. Key challenges and needs.
3. Ideas for taking better advantage of assets and opportunities.
4. Ideas for addressing challenges and needs.

The input from the community will assist our team with identifying key issues to focus in on through the assessment.

#### **Task 2.1 - Create Questionnaire**

WSC will work with town staff to develop the questions for the questionnaire. WSC will input this information into an online and/or hard copy format. Town staff will be responsible for making hard copies of the questionnaire available to the public, as well as collecting the hardcopies and providing those to WSC.

It is recommended that the questionnaire be made available for approximately three weeks in advance to ensure adequate time for community participation.

#### **Task 2.2 - Prepare Outreach Materials for Questionnaire**

WSC will work with the town staff to develop any outreach materials needed for the questionnaire. Town staff and the leadership committee will be responsible for distributing any outreach materials and working to assure broad community participation in the questionnaire.

***Total Task Hours: 4***



***Task Deliverables:***

1. An outline and/or hardcopy community questionnaire.
2. Outreach materials for the questionnaire.
3. Compilation and analysis of all questionnaire responses.
4. Summary document that highlights key items from the questionnaire responses including all verbatim input.

**Task 2.4 - Community Visit #1**

WSC and LPS will travel to Fairplay to facilitate a series of meetings with the leadership committee, key stakeholder groups and the public. The intent of these meetings is to:

1. Gather feedback on previous ideas/concepts that have been proposed.
2. Collect input on local assets, opportunities, challenges and needs.
3. Gather information on projects or other efforts that might already be underway or in the works.
4. Discuss key elements of successful downtowns.

**Task 2.5 - Preparation for Community Visit #1**

WSC will work with the town staff to coordinate venues, audio/visual equipment, catering and any of the logistics for the meetings to be held during the first community visit. Town will be responsible for providing meeting space and projection screens that may be required, as well as refreshments for the meetings.

WSC and LPS will prepare all materials for the meetings including presentations, agendas, sign-in sheets, posters and maps. Materials to be printed will be delivered to the town staff and the town will be responsible printing these materials.

WSC will work the town staff to pair outreach materials for the first community visit. The town staff and leadership committee will be responsible for distributing those materials and encouraging participation from the community.

**Task 2.6 - Travel to Fairplay**

WSC and LPS will travel to Fairplay to facilitate the meetings for the first community visit.

**Task 2.7 - Community Meetings**

It is anticipated that the meetings for the first community visit will include:

1. Leadership Committee Meeting

A meeting to convene the Leadership Committee and discuss:

- a. Their roles and responsibilities.
- b. Key elements of successful downtowns.
- c. Their thoughts on assets, opportunities, challenges and needs.

## 2. Walking/Driving Tour

A tour with WSC, LPS, town staff, elected officials, members of the Leadership Committee and other interested members of the public to visit and discuss key areas in the town of Fairplay. This will also serve as an opportunity gather photographs the Community Assessment.

## 3. Focus Group Meetings

Small group meetings with targeted stakeholders to discuss efforts they may have underway to strengthen the downtown and gather their input on assets, opportunities, needs and challenges.

Stakeholders to engage include:

- a. Business owners/Chamber of Commerce
  - b. Local realtors and developers
  - c. Town/County/fire/EMS staff
  - d. Colorado Department of Transportation
  - e. Youth groups
  - f. School district staff
  - g. Advocacy groups.
4. Public Open House

## 4. A community meeting to:

- a. Provide an overview of the Community Assessment project.
- b. Discuss key elements of successful downtowns.
- c. Conduct mapping exercises, including a “crashes and close calls” map to identify dangerous intersections, and, an asset identification map.
- d. Conduct poster exercises to gather thoughts on assets, opportunities, challenges and needs.
- e. Host a Photo Booth or other fun activity to gather the “best ideas” for improving downtown Fairplay.

***Total Task Hours: 32/14 Hours for Travel***

### **Task Deliverables:**

1. Up to 2, one hour conference calls with town staff to coordinate logistics for Community Visit #1.
2. Materials for meetings including, presentations, agendas, sign in sheets, posters and maps.
3. Outreach materials for meetings.
4. Facilitation meetings held during Community Visit #1.

### **Task 2.8 - Analysis & Summary of Input**

WSC will compile and analyze all input gathered from the Community Questionnaire and the Community Visit #1. WSC will create a summary document from this input. This document will highlight key themes and include all verbatim comments as an appendix.

The summary document will be provided to town staff so that it can be made available to the public.

***Total Task Hours: 32***

***Task Deliverables:***

1. Compilation and analysis of all input gathered during Community Visit #1.
2. Summary document that highlights key themes and includes verbatim input from Community Visit #1.

**Task 2.9 - Prepare Draft Sketches**

WSC will work with LS and town staff to develop up to 8 “before” and “after” sketches. These sketches will be used to illustrate the key themes and ideas that emerge from the community input gathered on assets, opportunities, challenges and needs.

These sketches will be further refined with additional community input collected during Community Visit #2.

***Total Task Hours: 12***

***Task Deliverables:***

1. Up to 8 “before” and “after” sketches.

**Task 3.0 - Community Visit #2**

WSC and LPS will travel to Fairplay to facilitate meetings with the public and the Leadership Committee. The intent of these meetings is to:

1. Gather feedback on specific ideas for addressing the assets, opportunities, challenges and needs identified by the community.
2. Gather input on the prioritization of implementation projects.
3. Develop the implementation plan to be included in the Community Assessment.

**Task 3.1 - Preparation for Community Visit #2**

WSC will work with the town staff to coordinate venues, projection screen, refreshments and any other logistics for the meetings to be held during the second community visit. The town will be responsible for any venue or projection screen that may be required, as well as any refreshments for the meetings.

WSC and LPS will prepare all materials for the meetings including, presentations, agendas, sign-in sheets, posters and maps. Any materials to be printed will be provided to town staff and the town will be responsible for printing these items.

WSC will work with town staff to prepare outreach materials for the second community visit. Town staff and the Leadership Committee will be responsible for distributing these materials and encouraging participation from the community.

**Task 3.2 - Travel to Fairplay**

WSC and LPS will travel to Fairplay to facilitate the meetings for the second community visit.

**Task 3.3 - Community Meetings**

It is anticipated that the meetings for the second Community Visit will include:

1. Public Open House

A community meeting to:

- a. Present the key themes and ideas that emerge from the community questionnaire and community visit #1.
- b. Gather input on the “before” and “after” sketches and other ideas related to assets, opportunities, challenges and needs.
- c. Gather input on the prioritization of implementation projects.
- d. Gather input on potential barriers to successful implementation.

## 2. Leadership Committee Meeting

A meeting with the Leadership Committee to discuss:

- a. Outcomes from the Public Open House.
- b. The implementation plan for the Community Assessment that will detail implementation projects, project lead, potential partners, timeframes and potential funding sources.
- c. Presentation to the Board of Trustees (Optional)

As an alternative to presenting the final draft of the Community Assessment to the Board of Trustees at a later date, a presentation could be integrated with the second community visit. This presentation would cover:

- a. Key themes and ideas related to assets, opportunities, challenges and needs
- b. A draft of the implementation plan

**Total Task Hours: 24/14 for travel**

### **Task Deliverables:**

1. Up to 2, one hour conference calls with town staff to coordinate logistics for Community Visit #2.
2. Materials for meetings including, presentations, agendas, sign in sheets, posters and maps.
3. Outreach materials for meetings.
4. Facilitation of meetings held during Community Visit #2.

### **Task 3.4 - Prepare Draft Community Assessment**

Drawing on the input collected, WSC will prepare a draft version of the Community Assessment for the town of Fairplay. The draft document will include the following components:

1. Executive summary-will highlight the key themes and ideas that emerged.
2. Overview/observation - will provide a general overview of the assessment focus area based on our team’s observations. It will also provide a brief overview of the community engagement process.
3. Issue areas and recommendations - a discussion of key assets, opportunities, challenges and needs identified by the community in relation to key elements of successful downtowns. This will include recommendations for addressing these issues in Fairplay.
4. Action Plan - will provide general information about possible funding sources, building organizational capacity and local leadership. It will also include an implementation matrix with clearly defined implementation projects, project leads, potential partners, time frames and potential funding sources.

Emphasis will be placed on making the document visually interesting through the inclusion of photographs, diagrams and sketches.

### **Task 3.5 - Draft the Community Assessment**

WSC will prepare a draft of the Community Assessment to be reviewed by town staff and volunteers from the Leadership Committee, if appropriate. The draft Community Assessment will be delivered to the town staff within six weeks of Community Visit #2. Town staff will review the draft document and compile all feedback into a single document to be used by WSC to make final revisions to the Community Assessment.

### **Task 3.6 - Finalize Sketches**

In conjunction with the preparation of the draft Community Assessment, WSC will work with LS to make final revisions to the “before” and “after” sketches. Revisions will be made based upon input gathered during Community Visit #2. The final “before” and “after” sketches will be included in the draft Community Assessment.

***Total Task Hours: 32***

#### ***Task Deliverables:***

1. Draft Community Assessment.
2. Final “before” and “after” sketches.

### **Task 3.7 - Final Draft of Community Assessment**

WSC will make revisions to the Community Assessment using the feedback on the draft document from town staff and Leadership Committee volunteers.

***Total Task Hours: 8***

#### ***Task Deliverables:***

1. Final draft of the Community Assessment.

### **Task 3.8 - Presentation to Board of Trustees**

WSC will travel to Fairplay to present the final draft of the Community Assessment to the Board of Trustees at a regularly scheduled meeting. This presentation will take place within 10 weeks of Community Visit #2. WSC will work with town staff to encourage participation of Leadership Committee members at this meeting. If requested, the presentation to the Fairplay Board of Trustees can be made remotely using a conference call service such as Uber conference or Skype.

***Total Task Hours: 1/7 for travel***

#### ***Task Deliverables:***

1. Presentation of final draft of the Community Assessment to Fairplay Board of Trustees.

### **Task 3.9 - Finalize Community Assessment**

WSC will make final revisions to the Community Assessment using feedback from the Fairplay Board of Trustees.

***Total Task Hours: 4***

#### ***Task Deliverables:***

1. Final Community Assessment document

## Timeline

### Proposed Timeline for Fairplay Community Assessment

Task #	Description	SEPT 2018	OCT 2018	NOV 2018	DEC 2018	JAN 2019	FEB 2019	MAR 2019
<b>Phase 1</b>								
1.0	Coordinate Project Logistics with Town Staff	<i>Week of 9/24</i>	<i>Week of 10/8</i>					
1.1	Establish Leadership Committee	<i>Week of 9/24</i>	<i>Week of 10/15</i>					
1.2	Review & Summarize Town Plans/Studies	<i>Week of 9/24</i>	<i>Week of 10/22</i>					
<b>Phase 2</b>								
2.0	Community Questionnaire							
2.1	Create Questionnaire		<i>Week of 10/15</i>					
2.2	Prepare Outreach Materials for Questionnaire		<i>Week of 10/15</i>					
2.3	Community Visit #1							
2.4	Prep for Visit		<i>Week of 10/22</i>					
2.5	Travel to Fairplay			<i>Week of 11/12</i>				
2.6	Community Meetings			<i>Week of 11/12</i>				
2.7	Analysis & Summary Input			<i>Week of 11/19</i>	<i>Week of 12/3</i>			
2.8	Prepare Draft Sketches			<i>Week of 11/26</i>	<i>Week of 12/3</i>			
<b>Phase 3</b>								
3.0	Community Visit #2							
3.1	Prep for Visit			<i>Week of 11/26</i>				
3.2	Travel to Fairplay				<i>Week of 12/10</i>			
3.3	Community Meetings				<i>Week of 12/10</i>			
3.4	Prepare Draft Community Assessment							
3.5	Draft Community Assessment				<i>Week of 12/31</i>	<i>Week of 1/14</i>		
3.6	Finalize Sketches					<i>Week of 1/7 to Week of 1/14</i>		
3.7	Final Draft of Community Assessment						<i>Week of 2/11 to Week of 2/18</i>	
3.8	Presentation to Board of Trustees							<i>Week of 3/4</i>
3.9	Finalize Community Assessment							<i>Week of 3/4 to Week of 3/18</i>

**Fee Proposal**

Included Separately



**Services excluded from the proposal to be provided by Fairplay.**

This proposal assumes that the town of Fairplay will provide the following:

1. Notices of public meetings and postings in the official town notice location, local newspaper, town website and other locations. The consultants will provide electronic versions of notices, and posters as needed. The consultants will deliver electronic versions of meeting agendas and meeting materials.
2. Sufficient copies of materials for meetings.
3. Provide meeting space.
4. WSC has a digital projector, but Fairplay will provide a projection screen if needed.
5. Refreshments for meetings as appropriate.
6. Posting of project related documents on the municipal website. The consultants will deliver electronic versions of files in Word or PDF format or other compatible format for posting on the website.
7. Provide hard copy and/or electronic copies of relevant files for the project.

## Resumes



### Davis Farrar Western Slope Consulting LLC

#### **Objective**

To provide planning and public facilitation services to local governments to realize sustainable futures and better serve the public.

#### **Work Experience**

##### **1995 - Present: Owner • Western Slope Consulting LLC**

- Consulting firm specializing in land use, management, facilitation, public process for the public and private sectors

##### **1982 - 1995: Town Manager • Town of Carbondale, CO**

- Served as CAO in rapidly growing full service community
- Responsible for planning, developing and implementing \$5,000,000 budget
- Oversaw functions of seven departments
- Led reorganization of municipal budget and operational structure to resolve financial crisis
- Supervised seven department heads
- Composed and administered grants
- Executed capital projects
- Worked cooperatively with multiple government agencies
- Established sound fiscal operations for community
- Led development of Carbondale Strategic Plan
- Planned, initiated and completed consolidation of Carbondale Sanitation District into Town operations
- Orchestrated and established first regional solid waste organization - Valley Resource Management

##### **1982 - 1982: Planning Director • Town of Carbondale, CO**

- Responsible for all land use activities
- Comprehensive planning
- Subdivisions
- Zoning
- Trails development
- Recreation planning
- Served as staff to seven member Planning Commission
- Served as staff to seven member Energy Conservation Board

**1980 - 1982: County Planner • Garfield County, CO**

- Administered all land use applications
- Subdivisions
- Special use permits
- Zone changes
- Comprehensive planning
- PUD applications
- Served as staff to Planning Commission
- Served during largest oil shale development period in US. History

**1977 - 1979: Engineering Intern • City of Scottsdale, AZ**

- Reviewed engineered plans for public improvements
- Performed inspections on right of way improvements
- Managed materials testing on soils, concrete and asphalt
- Served Planning Department on comprehensive planning for undeveloped North Scottsdale

## References

Lance Stewart - DeBeque Town Administrator  
Box 60 • DeBeque, Colorado 81630  
[lstewart@debeque.org](mailto:lstewart@debeque.org), (970) 623-0126 Cell

Ryan Mahoney - Basalt Town Manager  
101 Midland Avenue, Basalt, Colorado 81621  
[Ryan.mahoney@basalt.net](mailto:Ryan.mahoney@basalt.net), 970-927-4701 Town Hall 520-906-3053 Cell

David McConaughy - Municipal Attorney - New Castle, City of Delta  
901 Grand Avenue Suite 201 • Glenwood Springs, CO 81601  
[dmcconaughey@garfieldhecht.com](mailto:dmcconaughey@garfieldhecht.com), 970-947-1936 Office

Tina Darrah - Fairplay Town Administrator  
P.O. Box 267 • Fairplay, CO 80440  
[tdarrah@fairplayco.us](mailto:tdarrah@fairplayco.us), (719) 836-2622 Office • (970) 261-1498 Cell

Lew Evans - Town of Collbran Mayor  
P.O. Box 344 • Collbran, CO 81624  
[lew.evans@townofcollbran.us](mailto:lew.evans@townofcollbran.us), (970) 788-8878 Cell, 970-487-3751 Town Hall

Steve Rippy - Former New Castle Town Administrator  
1521 County Rd 240 • New Castle, CO 81647  
(970) 984-2595

Lee Leavenworth - Former Rifle City Attorney & Past President of Colorado Municipal League  
P.O. Box 1530 • Carbondale, CO 81623  
[lel@lellaw.net](mailto:lel@lellaw.net), (970) 948-2261 • (970) 963-6200

## **Education**

1979: Masters of Arts • Geography  
Arizona State University  
*Specialty in Land Use and Planning*

1975: Bachelor of Arts • Geography  
University of Vermont  
*Physical Geography Concentration*

1990: Rocky Mountain Program  
University of Colorado at Denver  
*Management training for senior executives in local government*

## **Awards**

**National “Making a  
Difference” Award**  
Red Hill Trails Master Plan Project - Planning/Management  
(Carbondale, Colorado) • May, 2000

## **Western Slope Consulting Project List**

### **Comprehensive Planning**

Town of Fairplay Comprehensive Plan • 2012 - 2013  
Town of Paonia Assist with Comprehensive Plan • 2011 - 2012  
Town of Poncha Springs Comprehensive Plan • 2011  
Rio Blanco County Master Plan • 2009 - 2011  
Town of Collbran Comprehensive Plan • 2010 - 2011  
Town of New Castle Comprehensive Plan • 2007 - 2009  
Wulfsohn Mtn Park Trails & O/S Master Plan • 2009 - 2010  
Town of Buena Vista, Colorado Municipal Growth Area and Services Master Plan • 2003 - 2004  
Town of DeBeque, Colorado Comp. Plan (partial) • 2006 - 2007  
Town of Orchard City Comprehensive Plan • 2004 - 2005  
City of Glenwood Springs Recreation Master Plan • 2006  
Town of Carbondale Recreation Master Plan • 2003 - 2004  
Town of Carbondale Gateway Park – River Corridor Master Plan,  
Feasibility & Concept Design • May 2003 - October 2003  
Town of Ridgway Comprehensive Plan • 1998 - 1999  
Town of Silt Comprehensive Plan • 1998  
Red Hill Master Plan (BLM Carbondale, CO) • 1996 - 1997  
Town of Carbondale Comprehensive Plan • 1983 - 1984  
Garfield County Comprehensive Plan • 1981 - 1982

### **Contract Planning Services**

Town of DeBeque, CO • 2013 - Present  
Town of Collbran, CO • 2006 - Present  
Town of Meeker, CO • 2013 - 2014  
Town of New Castle, CO • 2002 - 2008  
Town of Paonia, CO • 2008 - 2010  
Town of Buena Vista, CO • 2001 - 2005; 2007 - 2008

Town of Silt, CO • 1996 - 2005  
City of Rifle, CO • 1997 - 1999  
City of Rifle, CO (Interim Planning Director) • 2001 - 2002

### **Municipal Management Services**

Interim Rifle City Manager • August 2017 - December 2017 & March 2018 - July 2018  
Interim Basalt Town Manager • February 2017 - July 2017  
Manager & Planner (Collbran, CO) • 2013 - Present  
Interim Manager & Planner (Silt, CO) • 2010 - 2010  
Manager & Planner (DeBeque, CO) • 2006 - 2007  
Interim Manager (Silt, CO) • April 1998 - October 1998

### **Planning Projects**

Town of Fairplay LUC Rewrite  
Ackerman Handcrafted Log Homes Special Use Permit •  
Carbondale, CO  
Analysis of Glenwood Meadows PUD (Major, Private Development  
Proposal) • Glenwood Springs, CO  
Analysis of Proposed 230 Kv Electric Transmission Line • Montrose &  
Ouray Counties, CO  
Bookcliff Farm PUD (Private, Mixed Use Residential Development) •  
Silt, CO  
Burlingame Affordable Housing Project (Facilitation) • Aspen, CO  
Community Facilitation and Revisions to Land Use Code • City of  
Cortez, CO  
Design Review Standards • City of Rifle, CO  
Uranium Mill Tailings Remediation, Ground Water Institutional  
Controls • City of Rifle, CO  
Sustainable Community Design (Private Development) • Colona, CO  
Crown Mountain Recreation Center PUD Amendment and  
1041 Applications  
ECDC East Carbon, Utah Analysis of regional solid waste program in  
Roaring Fork Valley and Portions of Colorado Drainage  
Garfield Legal Services (Development of Strategic Plan) •  
Glenwood Springs, CO  
Oak Meadows Private Development PUD Design and Review  
Process 86 residential units • Glenwood Springs, CO.  
Development & Annexation Application Review • Town of Ridgway,  
CO  
Capital Improvements Plan • Town of Ridgway, CO  
Revision of Subdivision Regulations & Zoning • Town of Ridgway, CO  
Fiscal Impact Analysis • Town of Silt, CO  
Transportation Analysis • Town of Snowmass Village, CO

*\*This is a partial list of planning projects. A complete list of planning projects is available upon request.*



**Matt Farrar**  
0165 Basalt Mtn Drive  
Carbondale, Colorado 81623  
wsconsulting@sopris.net  
(970) 963-2781

### **Project Experience**

- 2017-2018: East Sherman Master Plan • Coeur d'Alene, ID
- 2017-2018: Strong at Heart (Downtown Plan) • Taos, NM
- 2017-2018: Gunnison Vibrancy Initiative (Downtown Plan) • Gunnison, CO
- 2017: Confluence Redevelopment Plan • Glenwood Springs, CO
- 2016: Downtown Strategic Plan • Fraser, CO
- 2016: 3,2,1...3<sup>rd</sup> Street (Corridor Plan) • Laramie, WY
- 2014-2015: Town of Eagle - River Corridor Plan • Eagle, CO
- 2014-2015: Fairplay Land Use Code Update • Fairplay, CO
- 2013: Fairplay Comprehensive Plan Update • Fairplay, CO
- 2013: Poncha Springs Land Use Code Update • Poncha Springs, CO
- 2012: South Main Street Sub-Area Plan • Brighton, CO
- 2011: Poncha Springs Parks and Recreation Master Plan • Poncha Springs, CO
- 2011: Poncha Springs Comprehensive Plan Update • Poncha Springs, CO

### **Awards**

- 2012: Outstanding Student Project • APA Colorado

### **Education**

University of Colorado • Denver, CO  
Master of Urban Design

University of Colorado • Denver, CO  
Master of Urban and Regional Planning

University of Colorado • Boulder, CO  
Bachelor of Arts  
Major: Geology, Minor: Geography

### **Professional Experience**

- 2018-Present: Partner • Western Slope Consulting LLC
- 2016-2018: Senior Project Manager • Community Builders
- 2013-2016: Assistant Town Planner • Eagle
- 2011-2016: Planning Consultant • Sopris Land Use LLC

## SUMMARY

Leslie Lamont has been doing general land use planning work throughout the Roaring Fork Valley for 28 years. She began her planning consulting service in 2003. Prior to starting her own firm, Leslie was a principal planner for Otak, Inc. for two years. Before Otak, Leslie was a County Commissioner for Pitkin County for five years playing a key role in policy and budget decisions for the County. Prior to her election, Leslie was a project planner for six years as well as Deputy Director of Community Development for the City of Aspen and a caseload planner for the Boston Redevelopment Authority for three years.

## SELECTED PROJECT EXPERIENCE

### **Carbondale & Rural Fire Protection District Master Plan Study**

#### **Carbondale, Colorado**

Community Outreach & Steering Committee Coordination - Leslie supported the consultant team with community outreach which included conducting ten neighborhood meetings and five "town hall" meetings to assess voters opinions related to the operations of the Fire District. Leslie also facilitated a Steering Committee that served as a liaison between the Board of Directors and the Master Plan consultants.

### **Comprehensive Plan & Land-Use Code Revisions**

#### **Fairplay Colorado**

Community Engagement & Public Outreach -- Leslie set up and conducted interviews with key community and business members to appreciate their impressions of their community and their vision for their community. Leslie supported the team in the integration of community feedback into the Plan, the survey, and the Town Hall meetings.

### **Comprehensive Plan Update; Carbondale, Colorado**

Community Outreach -- as a local sub consultant, Leslie coordinated community meetings linking with special interests' groups, elected officials and Town staff to ensure their perspectives are part of the Update process. Because the consultant team is outside of the region, Leslie provided valuable feedback to the team on issues and concerns "heard on the street" so the team had the opportunity to strategically respond.

### **Aspen Fire Protection District Headquarters**

#### **Aspen, Colorado**

Community Engagement - Leslie represented the design team developing the new headquarters in historic downtown Aspen, to organize community engagement including a citizen's task force, and fire district volunteers and staff. This complicated process developed a building that met the City of Aspen development standards, was integrated into the historic downtown, achieved the institutional criteria of a fire barn, and reflected the vision of the fire district.

**Historic Preservation Task Force**

Moderator – Leslie worked with City staff and the City Council selected Historic Preservation Task Force to develop Historic preservation recommendations for post-World War II structures. The Task Force considered items such as designation criteria, Integrity Scoring System, benefits to landowners, and consistency with the goals of the community. Leslie and the elected chairman attempted to keep the meetings focused and moving along.

**Aspen Valley Hospital Master Plan Project Planner  
Aspen, Colorado**

The Hospital's Master Facilities Plan included four phases of development and two Planned Unit Development (PUD) land use review applications. Leslie was the project planner and Hospital representative in all phases of the PUD process working directly with the design/development team, City of Aspen Community Development staff, other city departments and jurisdictions such as Engineering and RFTA. The PUD review process included extensive community outreach with various neighborhoods around the campus, a Citizen Advisory Committee, Whitcomb Terrace staff and residents, and the Health and Human Services staff.

**Aspen Glen Design Review Administrator  
Carbondale, Colorado**

Leslie manages the design review process to ensure that new construction is consistent with the Design Guidelines. Leslie works with a 9-member committee and manages development plan review while supporting applicants through the process in a user-friendly manner. Leslie is also the staff liaison between the Board of Directors, the Design Review Committee, and the property owners of Aspen Glen.

**EDUCATION**

Masters of Urban Planning  
University of North Carolina

Bachelor of Arts in Geography  
University of Oregon



## Fairplay Community Assessment Proposal

Jim Leggitt, FAIA      LEGGITT STUDIO LLC

### About Jim Leggitt, FAIA



Architect, urban planner, author, educator and professional illustrator, Jim Leggitt, FAIA has been practicing for over forty years in Denver, Colorado. In addition to being the principal of Leggitt Studio LLC, he has conducted design visualization seminars and drawing workshops for AIA and ASLA National Conventions, AIA regional and local conferences, universities, architectural firms and allied design professionals throughout the country and Canada for over Twenty years. Leggitt authored DRAWING SHORTCUTS: Developing Quick Drawing Skills Using Today's Technology, a full color book published in 2002 by John Wiley and Sons, New York. The book has been adopted by over 50 universities and translated in three foreign languages. Jim authored DRAWING SHORTCUTS Second Edition which was published in January 2010. Jim has posted more than 200 blog articles about design communication and is currently organizing material for his third book.

### About LEGGITT STUDIO LLC

Leggitt Studio LLC was formed in 2008 by Jim Leggitt, FAIA to focus specifically on both large and small community planning projects. Initially teamed with the Chinese based firm LLG Studios, Leggitt worked on large international planning projects in China and the Middle East. More recently, Jim has committed most of his time working with small western communities on corridor and downtown revitalization initiatives, specifically employing his hand drawing skills to visualize "before and after" scenarios during community planning workshops.

A list of recent western community planning projects completed by Jim Leggitt, FAIA is as follows:

- \* Brighton, CO Downtown Visioning\*
- \* Coeur D'Alene, ID Corridor Study\*\*
- \* Colfax Corridor Streetscape Improvements\*
- \* Estes Park Downtown Plan\*
- \* Fraser Downtown Streetscape Improvements\*
- \* Glenwood Springs Downtown Improvements\*
- \* Gunnison, CO Downtown Study\*
- \* Idaho Springs, CO East End Plan\*
- \* Monument, CO Downtown Visioning\*\*
- \* Scottsbluff, NE Corridor Study\*
- \* Sheridan, CO Brownfield Redevelopment Study\*\*
- \* Taos, NM Historic Downtown Study\*\*

### Billing Rates

Project related travel	\$75.00 per hour
Professional Services	\$150.00 per hour

\* Projects completed as principal in charge with previous firm studioINSITE

\*\* Leggitt Studio LLC project

**Town Hall Facilitation; Town of Snowmass Village, Colorado**

Facilitator – working with Town staff Leslie directed a Town Council appointed sub-committee through a consensus based process to select a new location for Town Hall. The sub-committee was charged with making a recommendation to the Council on a preferred site in an extremely short time-frame. The sub-committee successfully completed their task on-time.

**Burlingame Ranch Affordable Housing Project; Aspen Colorado**

Entitlement Process – Leslie was a member of the design team that won the design competition to design/build a 236 unit affordable housing development. Specifically, Leslie created the land use application submittal and steered the application through the City of Aspen land use review process.

**Obermeyer Place Infill Project; Aspen, Colorado**

Project Manager - Obermeyer selected Otak's planning and urban design team to facilitate the exciting opportunity to redevelop an industrial/service/commercial district on the edge of Aspen's commercial core. Leslie organized a public/private partnership with the City of Aspen and the Obermeyer Team in the course of developing the proposal. Responsibilities included creation of a public process that engaged a citizen's Task Force to create a development from the "ground up."

**Aspen Area Community Plan; Aspen, Colorado**

As a member of the City of Aspen Community Development Department, Leslie worked on the production of the Aspen Area Community Plan for the City and surrounding Pitkin County. Leslie facilitated a Housing Committee that developed new guidelines for affordable housing and identified potential locations for development. Seven years later as a County Commissioner, Leslie was a member of an oversight committee that worked with staff and interested citizens to update the Aspen Area Community Plan.

**EDUCATION**

Masters of Regional Planning  
University of North Carolina

Bachelor of Arts in Geography  
University of Oregon

## Appendix - A

Examples of Jim Leggett's sketch work to illustrate community ideas and concepts.



Google Streetview photograph of existing downtown core



Sketch showing expanded outdoor dining area while maintaining the existing vehicular street



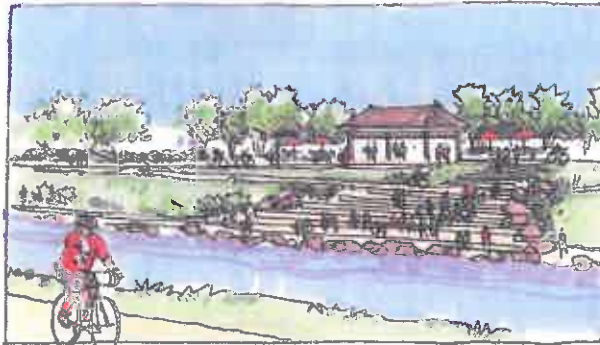
Google Streetview photograph of existing civic street



Sketch of proposed street improvements and activated spaces



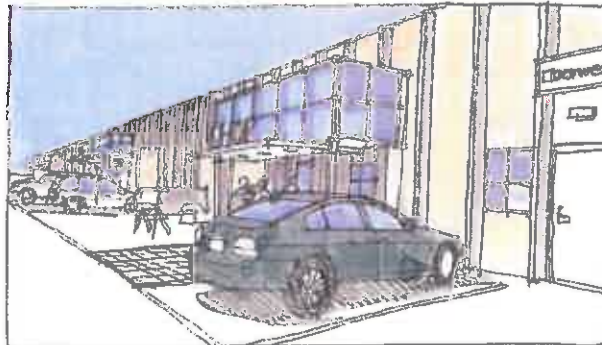
Digital photograph of existing river edge



Sketch of proposed riverfront pavilion and stepped terrace



Digital photograph of existing industrial facade



Sketch of proposed facade architectural and signage improvements



### TACOS HISTORIC DOWNTOWN CONNECTIVITY AND VISIONING

**Challenge:** Focused on the downtown core in Tacos, New Mexico, our planning team was tasked to improve downtown pedestrian connections, streetscape identities and find ideal sites for infill development while respecting the historic character of the town.

**Solutions:** Jim Leggett developed a series of "before and after" quickly drawn colored sketches to portray different design concepts generated during a three-day charrette. The drawings along with photographs were effective visual tools for conveying different planning ideas during stakeholder meetings and public open houses.

### NEW TRENDS IN COMMUNITY VISUALIZATION



### SHERIDAN INDUSTRIAL PARK INFRASTRUCTURE VISIONING

**Challenge:** Develop a series of sketches to communicate how infrastructure improvements to an existing industrial park will facilitate redevelopment of properties and expansion of existing businesses.

**Solution:** Jim Leggett photographed various existing conditions within the study area and created a series of "before and after" hand drawn sketches showing architectural facade improvements, new streets, riverfront parks, repurposed building, and stormwater mitigation concepts. The sketches were valuable in communicating to property owners about the positive impact on their businesses from new water and sewer services to the industrial park.

### NEW TRENDS IN COMMUNITY VISUALIZATION

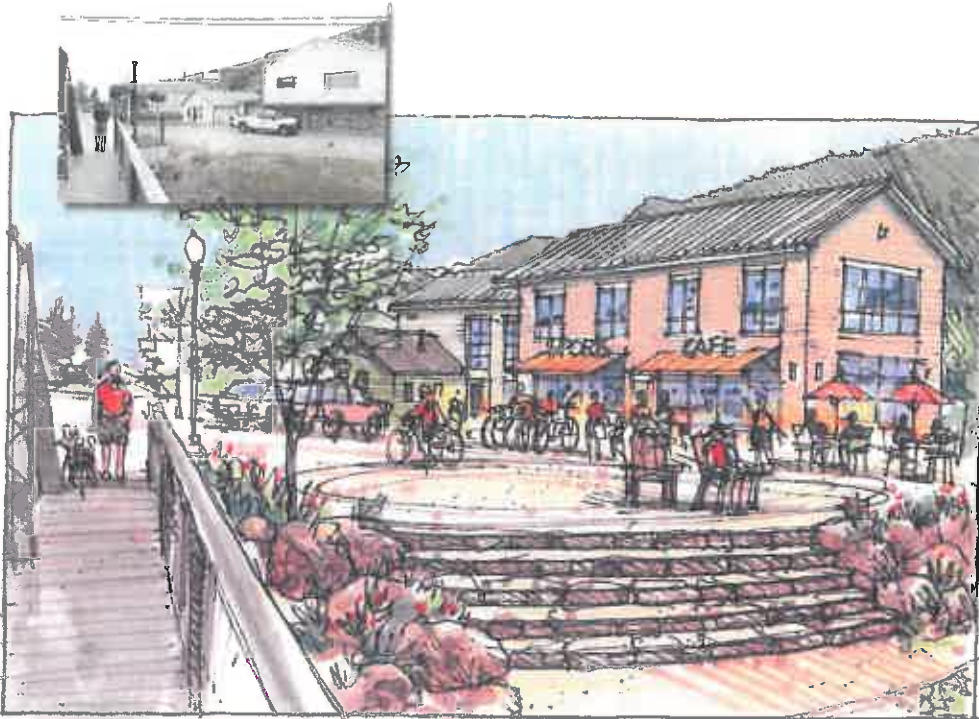




**IDAHO SPRINGS EAST END  
ACTION PLAN**

*Challenge: Develop various 3D models and hand drawings representing different redevelopment opportunities for the east end neighborhoods in Idaho Springs*

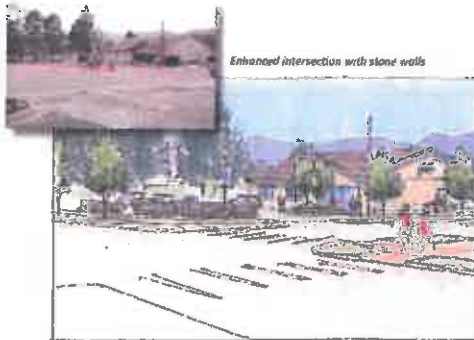
*Solution: Jim Leggett produced numerous 3D SketchUp computer model scenarios and hand drawn ink and colored marker sketches of different redevelopment options.*



*"Overlay and trace" eye level perspective drawing of a new riverfront access plaza, generated from a digital photograph*

FILE: 01-18-2014 10:00:41 AM REVISED: 02-25-14 11:30 AM 012-1

**NEW TRENDS IN  
COMMUNITY  
VISUALIZATION**



*Enhanced intersection with stone walls*



*Improved street cross section and landscaping*



**DOWNTOWN MONUMENT  
VISIONING CHARIETTE**

*Challenge: Generate quick hand drawn sketches that illustrate revitalized public spaces, existing street improvements and repaired historic buildings in downtown Monument, Colorado.*

*Solution: Jim Leggett photographed the existing conditions throughout the downtown and developed a series of "before and after" sketches showing new gateways, street improvements, storefront enhancements and new architectural modifications for existing buildings*



*Activated outdoor dining space*



*Renovated and enlarged existing building*

**NEW TRENDS IN  
COMMUNITY  
VISUALIZATION**



*"Before and after" hand drawings using the overlay and trace method*

**Fairplay Community Assessment Project Budget**

Task #	Description	Task Hours	Rate	Task Total	Travel	Rate	Travel Total	Per Diem	Number of Days	Total Per Diem	Line Item Total
<b>I Phase 1 Start-Up &amp; Organization</b>											
1.0	Coordinate Project Logistics with Town Staff	5.0	\$100	\$500.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$500.00
1.1	Establish Leadership Committee	3.0	\$100	\$300.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$300.00
1.2	Review & Summarize Town Plans/Studies	12.0	\$100	\$1,200.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$1,200.00
<b>II Phase 2 Questionnaire &amp; Public Process</b>											
2.0	Community Questionnaire	2.0	\$100	\$200.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$200.00
2.1	Create Questionnaire	2.0	\$100	\$200.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$200.00
2.2	Prepare Outreach Materials for Questionnaire	2.0	\$100	\$200.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$200.00
2.3	Community Visit #1	8.0	\$100	\$800.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$800.00
2.4	Prep for Visit	0.0	\$100	\$0.00	14.0	\$50	\$700.00	\$150	3	\$450.00	\$1,150.00
2.5	Travel to Fairplay	24.0	\$100	\$2,400.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$2,400.00
2.6	Community Meetings	32.0	\$100	\$3,200.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$3,200.00
2.7	Analysis & Summary of Input	12.0	\$150	\$1,800.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$1,800.00
2.8	Prepare Draft Sketches										
<b>III Phase 3 Finalize Input &amp; Report</b>											
3.0	Community Visit #2	8.0	\$100	\$800.00	0.0	\$50	\$0.00	\$375.00		\$375.00	\$375.00
3.1	Prep for Visit	0.0	\$100	\$0.00	14.0	\$50	\$700.00	\$150	2.5	\$375.00	\$800.00
3.2	Travel to Fairplay	16.0	\$100	\$1,600.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$700.00
3.3	Community Meetings	0.0	\$100	\$0.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$1,600.00
3.4	Prepare Draft Community Assessment	32.0	\$100	\$3,200.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$0.00
3.5	Draft Community Assessment	6.0	\$150	\$900.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$3,200.00
3.6	Finalize Sketches	8.0	\$100	\$800.00	0.0	\$50	\$0.00	\$75.00		\$75.00	\$975.00
3.7	Final Draft of Community Assessment	1.0	\$100	\$100.00	7.0	\$50	\$350.00	\$75	1	\$75.00	\$800.00
3.8	Presentation To Board of Trustees	4.0	\$100	\$400.00	0.0	\$50	\$0.00	\$0.00		\$0.00	\$525.00
3.9	Finalize Community Assessment										\$400.00
	Contingency, Printing & Miscellaneous										\$1,500.00
	Mileage										\$458
<b>Total:</b>											<b>\$23,083</b>

Work in Fairplay

**Billing Rates**

Billing Rates	Hourly Rate	Hourly Travel Rate	Mileage @IRS Rate
WSC	\$100.00	\$50.00	\$0.545
LPS	\$100.00	\$50.00	\$0.545
LS	\$150.00	\$75.00	\$0.545

Note Task hours may be reallocated by the Contractor among Task line items based upon project needs





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Tina Darrah, Town Clerk  
**RE:** Request from SPSHD regarding subleasing the clinic building and approving a work list for same  
**DATE:** November 1, 2018

---

We have received two letters of request from the South Park Health Services District per the lease agreement they have with the Town of Fairplay for the Clinic Building at 525 Hathaway Street. In June, the Town entered into a lease agreement with the District to lease the main level of the Clinic Building. I am including this lease agreement in your packet so you can see the sections that are being referred to in the requests.

The first request is to sublet the premises to Health One Clinic Services. Please see section 7 of the lease agreement. Staff recommends approval of this request, noting that our lease will need to be renewed next June (or before) as it is only a one-year lease at this time.

The other request is to perform the improvements on the included list to the interior and exterior of the building. This request is per section 5 of the lease agreement. Staff recommends approval of this request as well.

### **Recommended Action:**

Motion to direct staff to write a letter of approval to SPSHD for the work list items and authorizing a sublease to Health One Clinic Services.



## South Park Health Service District

525 Hathaway Street • PO Box 1253 • Fairplay, CO 80440  
www.sphsdistrict.org • info@sphsdistrict.org

October 26, 2018

Town of Fairplay  
P.O. Box 267  
Fairplay, CO 80440

Re: Subletting of 525 Hathaway, Fairplay, Colorado 80440

Attention Town of Fairplay,

South Park Health Service District request the written consent of the Town of Fairplay as per Section 7 of the Lease Agreement between the Town of Fairplay and South Park Health Service District to sublet the premises of 525 Hathaway to HealthOne Clinic Services, (HCA-CS), LLC a Colorado Limited Liability Company, One Park Plaza, Nashville TN 37203. The premises would be used for the purpose of a medical practice.

The sublet of the premises would not take place until the Care Collaboration Agreement is fully executed between HealthOne Clinic Services, LLC a Colorado Limited Liability Company and South Park Health Service District.

Thank you for your consideration,

F. Charles Schultz  
Board Member South Park Health Service District





## South Park Health Service District

525 Hathaway Street • PO Box 1253 • Fairplay, CO 80440  
www.sphsdistrict.org • info@sphsdistrict.org

October 26, 2018

Town of Fairplay  
P.O. Box 267  
Fairplay, CO 80440

Re: Consent to make improvements at 525 Hathaway, Fairplay Colorado 80440

Attention Town of Fairplay,

South Park Health Service District requests written consent of the Town of Fairplay as per Section 5 Alterations of the Lease Agreement between the Town of Fairplay and South Park Health Service District to perform the improvements listed in the attached list. The improvements will be at no cost to the Town of Fairplay. South Park Health Service District will obtain all appropriate permits from the Town of Fairplay before commencing improvements.

Thank you for your consideration,

F. Charles Schultz  
Board Member South Park Health Service District

Attachment: Two pages of items to be considered as improvements.



## South Park Health Service District

525 Hathaway Street • PO Box 1253 • Fairplay, CO 80440  
www.sphsdistrict.org • info@sphsdistrict.org

### General Clean Down

Deep Water, Rob Kenyon 719 836 3558

Noah's Flood Restoration, JM Stover jmstover555@icloud .com

- Wipe down all walls and door surfaces
- Scrub Tile Floors-dirt and grim in tile grout
- Shampoo all carpet
- Wipe out all cabinets and drawers
- Clean toilets and sinks
- Remove and dispose two bed frames from Procedure/Trauma
- Remove and dispose of mattress from Procedure/Trauma

### Painting

H & H Painting Mike Hamner 719 293 5210

- After all walls have been wiped down, patch holes, review and touch up or repaint areas that need it.
- Repaint double doors
- May need to stain chair rails in Exam to match chair rail in Waiting Room
- Repaint Waiting Room Walls
- Deck paint on Mechanical floor
- Paint ships ladder and hand rail in Mechanical
- Paint Exterior siding and trim that is not replaced

### Electrical/ Cabling

Wave Electric Dave Dyc 836 0339

- Check Ballast and bulbs in unlit fixtures
- Install removed light fixture or box cover plate
- Check operation of back-up genera
- Cabling, data, voice, etc.-Health One

### Plumbing/Mechanical

IDS Plumbing Nick Valenti 719 839 1490

Breckenridge Mechanical Don Dew 970 453 1950

Art of Engineering Scott 719 528 1557

- Repair eyewash fixture in Lab (hot water does not turn off)
- Install recessed drain pan in Mechanical
- Check all plumbing fixtures for proper operation (faucets/drains)
- HVAC system update???
- Install back flow preventer as per Town requirements

### Carpet/Tile/Base

- Patch carpet rip under desk at Doctors Office
- Check grout in floor tiles
- Vinyl transition strip, vinyl base
- Vinyl transition piece at tile into the Kitchen
- Install vinyl base in corner of Dark Room



## South Park Health Service District

525 Hathaway Street • PO Box 1253 • Fairplay, CO 80440  
www.sphsdistrict.org • info@sphsdistrict.org

### Handyman/Carpentry

Dickey Carpenter 970 485 0698

- Remove all plugs, screws, picture hangers, brackets, etc. where objects were hung but now gone
- Check all windows for properly shutting and sealing
- In back entry hall remove any shelves no longer needed for communication equipment
- Trim door bottom over transition piece at tile into Kitchen
- FRP panels at floor sink in Laundry
- Caulk at floor sink in Laundry
- Repair window leak at window in North East corner of Reception/Clerical (Hathaway side)
- Repair broken drawer in reception counter-(may have to rebuild new drawer box, front is somewhere)
- Replace Dutch door and frame. Existing frame and door in storage
- Remove masking tape from top of window frame in Waiting Room (west window)
- Caulk sink in front Rest Room
- Caulk sill at window in front Rest Room
- Repair drawer in Lab
- Install existing shelves in corner lower cabinet in Lab
- Repair screen panel in X-Ray (back of room)
- Install FRP at floor sink in Dark Room
- Repair wall at pilaster and window in Procedure/Trauma
- Patch crack in wall both sides at Procedure/Trauma room door
- FRP at wall behind Bio-hazard waste containers (floor to counter height?)In all Exam Rooms
- Consider chair rail at wall behind chairs in all Exam Rooms
- Install corner guard at entry into lab
- Repair window next to double exterior door
- Install weather stripping at vertical common edge of exterior double doors
- Install automatic door bottom weather sweeps at bottom of exterior double doors
- Sill at floor of exterior double doors needs to be caulked or grout???
- Install door stop at door between Reception/Clerical and Nurse/Practitioner
- Build and install ships ladder and handrail at crawl space opening @ Mechanical Rm.
- Work with plumber to cut hole for drain in Mechanical
- Recover or replace Hamilton Series E exam table top Exam 3 (Bainbridge Furniture 719 539 6681)
- Remove top and base units in Medical Cabinets that were added
- Fire extinguishers (4) need to be updated
- Medical Center set up furniture, fixtures and equipment- Health One

### Exterior siding\*

Headwaters Construction Dave Aceto 970 376 1739

True Value Hardware Treva Mesa

- Remove and replace the exterior siding on the elevation adjacent to the alley
- Remove and replace the exterior siding on the sides of the dormer facing the Post Office.
- Alternate: Remove and replace the two "L" elevations adjacent to the ambulance entrance.
- \*Note: Siding material to be purchased from True Value by RMRH.

**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.

(Seal)



**TOWN OF FAIRPLAY, COLORADO**

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

ATTEST:

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

## LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 18 day of June, 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 Dec. 1, 2014.

**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 times. 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 wither 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.

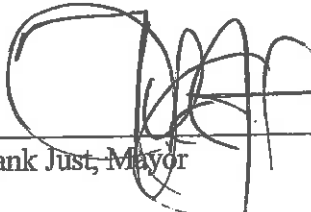
**18. Non-appropriation.** As required by Article X, Section 20 of the Colorado Constitution, any financial obligations of Lessor or Lessee not to be performed during the current fiscal year contained in this Lease are subject to annual appropriation of sufficient funds by the party's governing body.

**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,

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

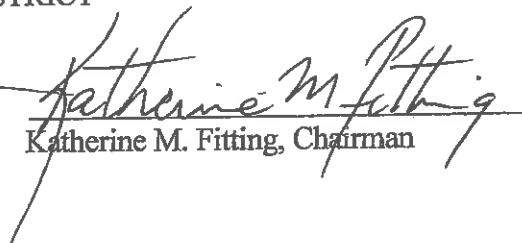
Frank Just, Mayor



**LESSEE:**  
SOUTH PARK HEALTH SERVICE  
DISTRICT

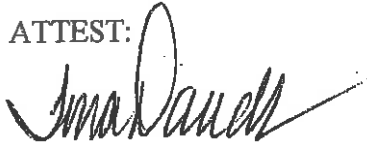
By: \_\_\_\_\_

Katherine M. Fitting, Chairman



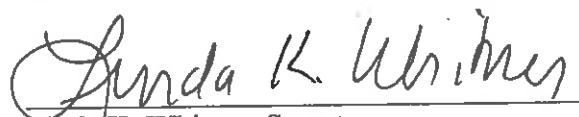
**ATTEST:**

Tina Darrah, Town Clerk



**ATTEST:**

Linda K. Whitner, Secretary





## 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.