

**AGENDA for a Regular Meeting  
of the Board of Trustees of the Town of Fairplay, Colorado  
Monday, November 19, 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** – November 5, 2018
  - B. APPROVAL OF EXPENDITURES** – Approval of bills of various Town funds in the amount of \$109,888.12
- VI. CITIZEN COMMENTS**
- VII. PUBLIC HEARINGS**
  - A. Continued** - 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. 41, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND SCHMUESER GORDON MEYER, INC., DBA SGM, FOR ENGINEERING SERVICES FOR THE TOWN OF FAIRPLAY."?**
  - B. Should the Board Approve Adoption of Resolution No. 42, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO DESIGNATING THOSE PERSONS WHO ARE AUTHORIZED TO SIGN ON TOWN BANK ACCOUNTS."?**
  - C. 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 15, 2018.*



**MINUTES OF THE REGULAR MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
November 5, 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 6:05 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Eve Stapp, Ray Douglas, and Cindy Bear. Also in attendance were Town Administrator/Clerk Tina Darrah, Police Chief Marcus Woodward, 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 Stapp, that the agenda be amended to include the presentation of a check to a representative from the Boys and Girls Club under Public Comment. Motion carried unanimously.

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

- A. **APPROVAL OF MINUTES** – October 15, 2018
- B. **APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$196,755.15

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

**CITIZEN COMMENTS**

Mayor Just presented Stephanie Minor, a representative from the Boys and Girls Club of the High Rockies with a check for \$100 to help offset the costs of their Halloween celebration. Ms. Minor stated that the Boys and Girls Club had served over 40 children on Halloween and is seeking to expand the event in years to come. Ms. Minor also thanked the Board of Trustees for their donation.

**PUBLIC HEARINGS**

- A. Presentation of the 2018 Amended Budget and 2019 Proposed Budget

Mayor Just opened the Public Hearing at 6:09pm. Mayor Just stated that the public hearings surrounding the 2018 amended budget and the 2019 proposed budget are to receive public input on the budgets. Mayor Just went on to say that Colorado law states that municipalities are required to hold one public hearing during the annual budget process but the Town of Fairplay holds three.

Mr. Duane Thompson, 224 4<sup>th</sup> Street, asked the Board of Trustees and Town staff if there had been any consideration to increasing the budget for the Visitors Center. Town Administrator Darrah stated that the budget for the Visitors Center had been increased by \$1,000 in the proposed 2019 budget which would increase the total amount budgeted to \$3,000.

Mayor Just invited Mr. Thompson to read a copy of the 2019 proposed budget for the Town of Fairplay and offer any additional comments/input in forthcoming meetings.

Trustee Dodge stated that he was happy with the amendments made to the budget since the budget work session.

**Motion #3** Made my Trustee Dodge, seconded by Trustee Bear, to continue the Public Hearing on the 2018 Amended Budget and 2019 Proposed Budget to the next meeting. A roll-call vote was taken. Dodge - yes, Stapp – yes, Just – yes, Douglas – yes, Bear – yes. Motion carried unanimously.

**UNFINISHED BUSINESS**

**A. Other discussion items**

No other discussion items were offered.

**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."**

Town Treasurer Wittbrodt introduced the topic explaining that this PIIP is for a curb cut for the sidewalk to allow better access to the Brown Burro parking lot as a part of the project to make 7<sup>th</sup> street, in front of the school, a true one-way street. Treasurer Wittbrodt stated that the 706 Main Street property requested \$2,000 in PIIP funds for this project which will put the Town over the PIIP budget.

Trustee Bear thanked George and Judy Davis for doing this project as a part of the plan to turn 7<sup>th</sup> street, along the school, to be turned into a true one-way street to improve safety. Trustee Stapp and Trustee Douglas echoed Trustee Bears comments.

Mayor Just thanked George and Judy Davis and spoke about how this will help improve student safety along 7<sup>th</sup> street.

**Motion #4** by Trustee Bear, seconded by Trustee Scott, to approve adoption of Resolution no. 39, 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 GEORGE DAVIS FOR THE 706 MAIN STREET EXTERIOR PROJECT." A roll call vote was taken. Dodge – Aye, Stapp – Aye, Just – Aye, Douglas – Aye, Bear – Aye. Motion carried unanimously.

- B. Should the Board Approve Adoption of Resolution no. 40, series 2018, 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."?**

Town Administrator Darrah introduced the topic, stating that the Colorado Department of Local Affairs had approved a request for grant funds to be used for this project. Town Administrator Darrah also presented the Board of Trustees with a revised schedule for the community assessment project which will begin January 1 and be completed in mid-June. Lastly, Town Administrator Darrah informed the Board that the new Town Attorney, Paul Wisor, had made some minor adjustments to the Professional Services Agreement used by former Town Attorney Lee Phillips.

Trustee Dodge stated that he was excited for this project to begin and that he liked the new schedule.

Mayor Just explained to the audience that the Town is undertaking this community assessment project in order to identify areas of needs regarding Town connectivity, beautification and other areas. This would then allow the Town to pursue granting opportunities that would provide funds to complete projects focused on improving these areas of need.

**Motion #5** by Trustee Douglas, Seconded by Trustee Bear, that the Board approve Resolution no. 40, series of 2018, 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." A roll call vote was taken. Dodge—Aye, Stapp—Aye, Just—Aye, Douglas—Aye, Bear—Aye. Motion carried unanimously.

- C. Discussion/Direction Regarding Requests from South park Health Services District for Sub-Lease Approval and Work List Approval.**

Town Administrator Darrah introduced the topic, stating that the South Park Health Services District (SPHSD) was requesting permission from the Town of Fairplay Board of Trustees to sub-lease part of the property at 525 Hathaway Street to Health-One for use as a clinic. Town Administrator Darrah stated that under the terms of the

lease between the SPHSD and the Town of Fairplay, the SPHSD must obtain written permission to sub-lease their portion of the 525 Hathaway property to another entity. Town Administrator Darrah informed the Board that staff recommends approval of this sub-lease.

Town Administrator Darrah also informed the Board that the SPHSD was seeking permission from the Board of Trustees to undertake improvements and repairs to the building located at 525 Hathaway. Again, Town Administrator Darrah stated that staff recommends approval of this request.

Trustee Dodge asked Town Administrator Darrah if the costs associated with the improvements and repairs will fall upon the SPHSD and that they would be required to pull Town permits. Town Administrator Darrah stated that the costs would indeed fall upon the SPHSD and that some of the costs will be offset by grants obtained by Rocky Mountain Rural Health.

Trustee Dodge also asked Town Administrator Darrah if the improvements are being done at the request of Health-One. Town Administrator Darrah stated that some of the improvements were being done at the request of Health-One.

Town Administrator Darrah also informed the Board that a new lease would need to be worked out with SPHSD for the property located at 525 Hathaway as the current lease expires in June of 2019.

**Motion #6** by Trustee Dodge, seconded by Trustee Douglas, that the Board direct staff to write a letter of approval to SPHSD allowing both the sub-lease to Health One and the requested improvements and repairs. Motion carried unanimously.

**D. Other new business**

There was no other new business presented.

**BOARD OF TRUSTEES AND STAFF REPORTS**

Police Chief Marcus Woodward thanked the Town of Fairplay Board of Trustees and Staff for the warm welcome he has received. Chief Woodward also informed the Board that repairs had been made to one of the radar speed enforcement signs and that he was working with CDOT to re-install it. Additionally, CDOT will be adjusting the other radar speed enforcement sign at the west end of Town so that it accurately records data. Additionally, Chief Woodward informed the Board that he would be interviewing two Officer candidates this week, that he asked Special Events Coordinator Bullock to place a notice regarding destruction of property in the upcoming Town Newsletter, and that he has had several meetings with Sheriff-Elect Tom McGraw and his Undersheriff-to-be. Chief Woodward expects a strong relationship between the Town of Fairplay Police Department and the Park County Sheriffs office based on these meetings.

Trustee Dodge asked Chief Woodward if the radar speed enforcement signs would be able to accurately collect traffic data in the near future. Chief Woodward indicated this is the case.

Mayor Just informed the Board, staff and audience that the Town will be hiring a new civil engineering firm—SGM Inc. Mayor Just stated that they will be a great fit for the Town of Fairplay.

Mayor Just also stated his pleasure with how quickly things came together in the effort to turn 7<sup>th</sup> street, along the school, into a true one-way. He again thanked George and Judy Davis, the other members of the Board of Trustees and staff for their involvement in this project.

Mayor Just lastly stated that he and Town Administrator Darrah had attended a Summit Stage meeting on October the 27<sup>th</sup>. At this meeting, a hard date was set by which the Summit Stage would begin to provide service to Fairplay. That hard date is April 21, 2019.

**ADJOURNMENT**

Mayor Just, noting that there being no further business before the Board, declared that the meeting be adjourned at 6:42 p.m.

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

ATTEST:

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Mason Green, Assistant to the Town Administrator



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Paid Bills

**DATE:** 11/15/2018

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**Agenda Item: Bills**

Attached is the list of invoices paid through November 15, 2018.

Total Expenditures: \$109,888.12

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
11/02/2018	14365	Boys & Girls Club	halloween donation	1	10/22/2018	100.00	105175
Total 200:						100.00	
11/02/2018	14366	Caselle, Inc	Software Support	1	11/01/2018	439.50	105060
11/02/2018	14366		Software Support	2	11/01/2018	219.75	507360
11/02/2018	14366		Software Support	3	11/01/2018	219.75	617360
Total 334:						879.00	
11/08/2018	14395	4 Rivers Equipment	late fees	1	11/08/2018	21.30	105670
Total 532:						21.30	
11/08/2018	14398	Colorado Mountain News	summit daily ads	1	10/31/2018	149.42	105172
Total 538:						149.42	
11/02/2018	14370	Dana Kepner Company, In	3/4 reducing valves	1	10/23/2018	552.64	507340
Total 682:						552.64	
11/08/2018	14401	Fairplay Flume	legal ads	1	10/31/2018	214.14	106125
Total 868:						214.14	
11/14/2018	14421	Grainger	supplies	1	11/02/2018	548.00	507160
Total 1056:						548.00	
11/08/2018	14405	Main Street Garage	tires for ford	1	11/08/2018	916.87	105625
11/08/2018	14405		tires for ford	2	11/08/2018	458.43	507170
11/08/2018	14405		tires for ford	3	11/08/2018	458.45	617155
11/08/2018	14405		Tahoe maintenance	1	11/02/2018	443.05	105420
Total 1336:						2,276.80	
11/08/2018	14406	Mountain View Waste	2 yd 2 monthly	1	10/31/2018	75.00	617167
Total 1414:						75.00	
11/02/2018	14377	Postal Pros Southwest, Inc	water billing	1	10/09/2018	141.70	507310
11/02/2018	14377		water billing	2	10/09/2018	141.71	617310
Total 1699:						283.41	
11/02/2018	14379	Riverside Trophies	chief name plate	1	10/25/2018	25.00	105445
11/02/2018	14379		pw name tag	2	10/25/2018	10.00	105630
Total 1804:						35.00	
11/08/2018	14407	Salida Fire Extinguisher, L	fire ext service	1	03/20/2018	52.00	105190



Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 1858:						52.00	
11/14/2018	14428	Town of Fairplay	23 fuller drive	1	10/31/2018	60.00	105095
11/14/2018	14428		sewer-shop	1	10/31/2018	60.00	507390
11/14/2018	14428		sewer-shop	2	10/31/2018	60.00	105650
11/14/2018	14428		water-san district	1	10/31/2018	36.00	617104
11/14/2018	14428		525 hathaway	1	10/31/2018	171.90	105190
Total 2134:						387.90	
11/02/2018	14381	Utility Notification Center	RTL Transmissions	1	10/31/2018	18.85	507230
11/02/2018	14381		RTL Transmissions	1	10/31/2018	20.30	617340
Total 2194:						39.15	
11/02/2018	14382	Verizon Wireless	Police Air Cards	1	11/01/2018	120.03	105455
Total 2212:						120.03	
11/02/2018	14385	Xcel Energy	901 main street	1	10/18/2018	175.38	105023
11/02/2018	14385		fairplay sign #1	1	10/18/2018	10.99	105640
11/02/2018	14385		chlorinator	1	10/18/2018	91.79	507390
11/02/2018	14385		1800 beaver ck road	1	10/18/2018	804.72	507390
11/02/2018	14385		117 silerheels road	1	10/18/2018	10.18	105841
11/02/2018	14385		525 Hathaway	1	10/18/2018	142.71	105190
11/02/2018	14385		san plant	1	10/22/2018	4,008.16	617104
11/02/2018	14385		1190 castello	1	10/23/2018	106.21	507390
11/02/2018	14385		1190 castello	2	10/23/2018	108.20	105650
11/02/2018	14385		200 2nd street	3	10/23/2018	20.27	507390
11/02/2018	14385		157 6th	4	10/23/2018	152.99	105640
11/02/2018	14385		156 5th	5	10/23/2018	10.18	105640
11/02/2018	14385		589 beach road	6	10/23/2018	10.18	105841
11/08/2018	14413		street lights	1	11/01/2018	199.85	105640
Total 2296:						5,849.81	
11/08/2018	14410	True Value	Supplies	1	10/26/2018	90.76	105830
11/08/2018	14410		Supplies	2	10/26/2018	288.17	105630
11/08/2018	14410		Supplies	3	10/26/2018	24.97	507160
11/08/2018	14410		Supplies	4	10/26/2018	26.11	105670
11/08/2018	14410		Supplies	5	10/26/2018	309.72	617155
11/08/2018	14410		Supplies	6	10/26/2018	15.57	105625
11/08/2018	14410		Supplies	7	10/26/2018	36.47	507160
11/08/2018	14410		Supplies	8	10/26/2018	7.47	105640
11/08/2018	14410		Supplies	9	10/26/2018	15.99	105630
11/09/2018	14410		Supplies	10	10/26/2018	10.99	105640
Total 2405:						826.22	
11/02/2018	14373	KONICA MINOLTA BUSIN	C364E Copier	1	10/17/2018	456.05	105032
Total 2448:						456.05	
11/14/2018	14415	AmeriGas	Propane	1	10/31/2018	415.54	507103

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2468:						415.54	
11/14/2018	14417	CARD SERVICES	Supplies	1	11/01/2018	65.25	105445
11/14/2018	14417		Traffic sign repair	2	11/01/2018	775.00	105450
11/14/2018	14417		Supplies	3	11/01/2018	86.99	105830
11/14/2018	14417		food for meeting	4	11/01/2018	185.89	105070
11/14/2018	14417		Sos reg fee fc/c	5	11/01/2018	10.00	105070
11/14/2018	14417		Supplies	6	11/01/2018	59.02	105130
11/14/2018	14417		Supplies	7	11/01/2018	350.03	105120
11/14/2018	14417		Supplies	8	11/01/2018	379.34	105174
11/14/2018	14417		Supplies	9	11/01/2018	2.99	105183
11/14/2018	14417		Supplies	10	11/01/2018	23.50	105445
11/14/2018	14417		Supplies	11	11/01/2018	75.00	105615
11/14/2018	14417		Supplies	12	11/01/2018	102.85	105630
11/14/2018	14417		Supplies	13	11/01/2018	263.93	617155
11/14/2018	14417		Supplies	14	11/01/2018	116.68	617103
11/14/2018	14417		Supplies	15	11/01/2018	37.99	507303
11/14/2018	14417		Supplies	16	11/01/2018	582.56	105030
11/14/2018	14417		Supplies	17	11/01/2018	16.98	105027
11/14/2018	14417		Supplies	18	11/01/2018	345.80	507303
11/14/2018	14417		Supplies	19	11/01/2018	345.82	617303
11/14/2018	14417		Supplies	20	11/01/2018	3.50	105172
11/14/2018	14417		Supplies	21	11/01/2018	32.99	105130
11/14/2018	14417		Supplies	22	11/01/2018	1.21	105035
11/14/2018	14417		Supplies	23	11/01/2018	31.63	105183
11/14/2018	14417		Supplies	24	11/01/2018	1,114.87	105445
11/14/2018	14417		Supplies	25	11/01/2018	7.41	617310
11/14/2018	14417		food for meeting	26	11/01/2018	121.83	105880
11/14/2018	14417		Postage for sign	27	11/01/2018	158.97	105450
11/14/2018	14417		food for meeting	28	11/01/2018	22.89	105110
11/14/2018	14417		volunteer lunch	29	11/01/2018	273.07	105120
11/14/2018	14428		Supplies	1	11/01/2018	127.99	105445
Total 2503:						5,721.38	
11/08/2018	14399	Envision Sign and Graphic	vinyl banners	1	11/08/2018	560.00	105174
Total 2528:						560.00	
11/08/2018	14403	High Country Engineering	Engineering for FEMA	1	10/30/2018	1,500.00	507195
Total 2603:						1,500.00	
11/02/2018	14368	CenturyLink	7198362622355B	1	10/19/2018	454.94	105065
11/02/2018	14368		alarm line-525 Hathaway	1	10/19/2018	43.90	105190
11/02/2018	14368		acct 719-836-4609 502B	1	10/19/2018	58.77	507320
11/02/2018	14368		7198362445	1	10/19/2018	105.88	617320
11/02/2018	14368		acct 82239780	1	10/23/2018	22.38	105065
Total 2614:						685.87	
11/02/2018	14383	Wittbrodt, Kim	board dinner	1	11/01/2018	78.36	105110
11/02/2018	14383		volunteer lunch - plates	2	11/01/2018	10.30	105120
11/02/2018	14383		supplies	3	11/01/2018	18.49	105027
11/02/2018	14383		cups for ice cream event	4	11/01/2018	38.99	105110
11/14/2018	14427		bathroom paper towels	1	11/14/2018	45.38	105027

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
11/14/2018	14427		food for meeting	2	11/14/2018	46.06	105110
Total 2655:						237.58	
11/14/2018	14418	Colorado Natural Gas, Inc.	san office	1	11/05/2018	134.48	617104
11/14/2018	14418		sewer treatment plant	1	11/05/2018	933.60	617104
11/14/2018	14418		natural gas-shop	1	11/05/2018	316.46	507390
11/14/2018	14418		natural gas	1	11/05/2018	123.82	105023
11/14/2018	14418		525 hathaway	1	11/05/2018	242.57	105190
Total 2728:						1,750.93	
11/08/2018	14409	South Park Telephone	internet 901 main	1	11/01/2018	29.98	105455
11/08/2018	14409		internet 901 main	2	11/01/2018	29.97	105065
Total 2730:						59.95	
11/02/2018	14374	Mobile Record Shredders	record shredding	1	10/24/2018	12.00	105030
Total 2793:						12.00	
11/02/2018	14369	Chaffee County Waste	6 yd weekly	1	11/01/2018	100.00	105023
11/02/2018	14369		6 yd weekly	2	11/01/2018	100.00	105650
Total 2801:						200.00	
11/14/2018	14416	Blackwell Oil Company	restitution	1	11/13/2018	181.86	104590
Total 2821:						181.86	
11/02/2018	14380	Tolln Mechanical	motor repair	1	10/25/2018	2,329.33	617155
Total 2867:						2,329.33	
11/08/2018	14408	South Park Brewing	estip payment	1	10/31/2018	5,794.50	105076
Total 2873:						5,794.50	
11/02/2018	14372	Falcon Environmental Corp	vacuum pump	1	10/23/2018	406.00	617155
11/02/2018	14372		parts	1	10/30/2018	678.31	617155
Total 2877:						1,084.31	
11/02/2018	14378	Rise Broadband	internet	1	11/01/2018	103.68	617320
Total 2900:						103.68	
11/14/2018	14418	Fairplay Auto Supply	supplies	1	10/26/2018	19.98	105420
11/14/2018	14419		supplies	2	10/26/2018	61.03	105625
11/14/2018	14419		supplies	3	10/26/2018	88.99	105630
11/08/2018	14400		3rd qtr estip	1	10/31/2018	4,340.00	105076
Total 2948:						4,510.00	
11/14/2018	14422	Hazel Miller Entertainment	dec concert	1	11/14/2018	2,200.00	105174

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2951:						2,200.00	
11/14/2018	14424	Maryanne Rozzi	harpist	1	11/14/2018	100.00	105174
Total 2952:						100.00	
11/02/2018	14367	CEBT	cobra - wemer	1	11/01/2018	1,431.00	102265
Total 3075:						1,431.00	
11/14/2018	14420	First Aid & Safety 2000	calibration	1	11/08/2018	79.95	617155
Total 3101:						79.95	
11/02/2018	14375	Mt. Princeton Riding Stable	carriage rides for xmas	1	10/31/2018	1,000.00	105174
Total 3152:						1,000.00	
11/08/2018	14394	351 Highway 285, LLC	estip	1	10/31/2018	3,807.00	105076
Total 3154:						3,807.00	
11/02/2018	14388	Colorado Department of R	asian fusion liquor license	1	11/02/2018	1,100.00	105070
Total 3155:						1,100.00	
11/02/2018	14376	Omni Real Estate	rent fuller drive	1	11/01/2018	1,100.00	102268
Total 3167:						1,100.00	
11/08/2018	14404	Hunn Planning & Policy, LL	planning fees	1	11/05/2018	1,695.92	105105
Total 3183:						1,695.92	
11/14/2018	14425	Montrose Water Factory, L	bottled water	1	10/09/2018	17.49	105120
Total 3211:						17.49	
11/08/2018	14396	American West Constructio	fairplay dredging	1	10/31/2018	10,084.70	507195
11/14/2018	14414		final pay dredge project	1	11/13/2018	32,115.80	507195
Total 3247:						42,180.50	
11/02/2018	14371	DHM Design	riverpark design	1	10/17/2018	13,151.75	105980
Total 3254:						13,151.75	
11/02/2018	14384	Woodward, Marcus	fuel	1	11/02/2018	11.00	105415
11/08/2018	14412		reimburse for uniforms	1	11/08/2018	277.87	105410
Total 3264:						288.87	
11/05/2018	14389	Bennett, Jan	refund planner fees	1	11/05/2018	450.00	104275
Total 3265:						450.00	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
11/08/2018	14397	Chad Serur	piip payment	1	11/08/2018	664.00	105185
Total 3266:						664.00	
11/08/2018	14411	Warren Beltscher	piip payment	1	11/08/2018	503.00	105185
Total 3267:						503.00	
11/08/2018	14402	George Davis	piip payment	1	11/08/2018	2,000.00	105185
Total 3268:						2,000.00	
11/14/2018	14423	Laura Beshilas	mileage for student <i>grant</i>	1	11/11/2018	105.84	105125
Total 3269:						105.84	
Grand Totals:						109,888.12	

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 17, 2018

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

This is the second 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 December 3, 2018.







## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Jim Brown, Director Public Works  
**RE:** Resolution No. 41 – On Call Engineering Services  
**DATE:** November 13, 2018

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This is the Professional Services Agreement with SGM for the On Call Engineering Services. The PSA was reviewed and approved by Town Attorney Wisor.

**Recommended Action:**

Motion to approve Resolution No. 41, series of 2018. This will require a second and a roll call vote.

**TOWN OF FAIRPLAY, COLORADO  
RESOLUTION NO. 41  
(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 OF FAIRPLAY AND SCHMUESER GORDON MEYER, INC., DBA SGM, FOR ENGINEERING SERVICES FOR THE TOWN OF FAIRPLAY.**

**WHEREAS,** SGM has submitted a proposal for engineering services 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 proposal and fee agreement submitted by SGM and desires to enter into an agreement with SGM for engineering services as specified in the proposal.

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

**RESOLVED, APPROVED, and ADOPTED** this 19th day of November, 2018.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

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

ATTEST:

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

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 19th day of November, 2018, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Schmuesser Gordon Meyer, Inc., a Colorado corporation dba SGM, 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. Amounts shown in the proposed budget may be moved 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 fifteen percent (15%) of the work 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 two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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.

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 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**.

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

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

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

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



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

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

Consultant: Matt Hutson  
Senior Project Manager  
245 E Hwy 50, Suite 1  
Salida, Co 80201

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: \_\_\_\_\_  
\_\_\_\_\_

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

On call services as requested by the Town of Fairplay at the rates listed below:

**FEE SCHEDULE 2018**

**HOURLY RATE**

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

**REIMBURSABLES**

**Equipment**

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

**Reproduction**

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

**Miscellaneous**

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

**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:

(SEAL)

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





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Kim Wittbrodt  
**RE:** New Bank Account Signers - Resolution Number 42  
**DATE:** November 17, 2018

Attached please find Resolution Number 42 authorizing the following financial institution changes. We need to have new signature cards prepared at all of our financial institutions to reflect new trustee positions and new staff.

The current signers are Frank Just, Ray Douglas, Tina Darrah and Angelique Griffin. The new signers will be Frank Just, Ray Douglas, Tina Darrah and Mason Green.

The accounts to be updated at TBK Bank are as follows:

- TOF – Disbursement Account ending in 3402
- TOF – Deposit Account ending in 3403
- TOF – Square Reader Account ending in 3404
- TOF – Street Cut Escrow Account ending in 8210

There will be no other changes to the account information at this time.

The accounts to be updated at Csafe are as follows:

- TOF – Water Fund
- TOF – Conservation Trust Fund

The accounts to be updated at ColoTrust are:

- TOF – General Fund CO-01-0580-1640
- TOF – Water Fund – CO-01-0580-2330

The account at Collegiate Peaks bank to be updated is as follows:

- TOF – Savings – Account ending in 4781

I will have forms for the new signers to complete and I need a color copy of your driver's license.

Recommended Motion: Approval of Resolution Number 42. This will require a 2<sup>nd</sup> and a voice vote.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 42

(Series of 2018)

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO DESIGNATING THOSE PERSONS WHO ARE AUTHORIZED TO SIGN ON TOWN BANK ACCOUNTS.**

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO:

Section 1. The following persons are authorized signatories for all bank or financial institution accounts maintained by the Town of Fairplay:

- A. Frank Just, Mayor
- B. Ray Douglas, Mayor Pro-Tem
- C. Mason Green, Assistant to the Town Administrator/Town Clerk
- D. Tina Darrah, Town Administrator/Town Clerk

All checks or other instruments evidencing the withdrawal of Town funds from any bank or other financial institution shall be signed by either Frank Just, Mayor, or Ray Douglas, Mayor Pro-Tem, and by either Tina Darrah, Town Administrator/Town Clerk, or Mason Green, Assistant to the Town Administrator/Town Clerk.

Section 2. All Resolutions of the Town of Fairplay which are inconsistent herewith are hereby repealed.

Section 3. This resolution shall become effective upon adoption.

ADOPTED the 19th day of November, 2018.

TOWN OF FAIPLAY, COLORADO

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

**PUBLIC WORKS  
MONTHLY STAFF REPORT  
October 2018**

**Wastewater Treatment Plant Performance October 2018**

Influent flow: Treatment Plant Design flow 0.3 MGD.

Average Flow	0.09MGD	% Capacity 30%
Maximum Flow	0.14MGD	% Capacity 46%
<b>BOD</b>		
Influent 244 mg/l	Effluent <2 (BDL)	%Removal 99.992%
<b>Suspended Solids</b>		
Influent 248 mg/l	Effluent <5 (BDL)	%Removal 99.976%
<b>Ammonia</b>		
Influent 57.25 mg/l	Effluent .07 mg/l	% Removal 99.9987%
<b>E.coli</b>		
Limit: 2,000 Average Geometric mean/ 4,000 Maximum Geometric Mean		
Colonies	Effluent <1 (BDL) Colonies	% Removal 99.999%

**Waste Water system**

Wastewater plant ran exceptionally well this month. E.coli, BOD and suspended solids were below detectable limits.

**Water System**

Water System ran smoothly this past month. Kat is working to clear all of our violations with the State of Colorado. This should be complete by the end of November.

**Public Works**

- Act as project manager for FEMA projects – beach dredging, beach road and the water plant reservoir.  
All projects complete except collection from FEMA.
- Research Town Ditch Easement and create a maintenance plan/program.

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

- Continue to work on general clean-up of Town owned properties and rights-of-ways.
  - I will work on routine schedule for clean-up. Currently Public works is working on an ongoing list of items that need to be cleaned up.
- Begin work on comprehensive public works capital improvement plan to include all town owned buildings and properties, vehicles, and equipment.
  - I will work on a plan for on-going maintenance and capital improvements during the 4th quarter of this year.
- Complete Public Works Manual addressing internal operations as well as creating standards for street, sidewalks, parking lots, parks, etc.
  - Vaughn hasn't had much time to complete these SOP's and Operations Manuals. Vaughn estimates that he is half finished writing SOP's and O&M for all aspects of Public Works duties.
- Keep informed of all developments with the two approved marijuana retail/cultivation facilities within the Sanitation District. Monitor for compliance with applicable sanitation rules and reg's.
  - Wise Cannabis has not yet finished their grow operation side of the business and I don't foresee this happening anytime soon.
  - Park County is in the process of re-zoning the trailer park back to residential from commercial. The grow operation plans have been cancelled.
- Contract for and oversee electrical upgrades on 5<sup>th</sup> Street
  - Electrical upgrades have been done to 5<sup>th</sup> street. Electrical contractor has taken over getting Front street through Xcel and getting the work completed.
- Install two new fire hydrants per 2016 budget.
  - Work Complete.
- Comply with cross-connection/back flow prevention regulations as implemented by CDPHE.
  - Currently, she has received 132 of 132 surveys back. Kat has compiled a list of properties that require a site visit and has done some of these visits. Letters going out to properties that need backflow preventers.
- Participate in the River Park Planning Process.
  - First meeting public meeting was held and follow up meetings are scheduled.
- Participate in the Town Hall/Visitor Center Planning Process. Act as Project Manager if Visitor Center Project is approved.
  - I will be handling this with Tina. I will solicit input from Gerrits as needed.
- Continue to provide training opportunities for the Building Inspector and monitor licensing levels to keep compliant and up-to-date.
- Complete SCADA installation at the water plant.

- Paint Town Hall by contracting out painting services.

Work is complete.

Mountain Peak Controls is working on a quote for labor and parts to complete the SCADA system to control the variable speed pumps remotely. Russ with Mountain Peaks to be out the middle of November to complete the quote for this work.

- Complete sludge removal.

Sludge dewatering and disposal has been completed.

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

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

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

Vaughn Mead took his C test on September 21<sup>st</sup> and he did not pass. Vaughn is signed up to take the test again in February 2019.

- Paint Town Hall by contracting out painting services.

Work is complete.

- Finish installing and repairing radio compatible water meters.

We have 9 meters and radios to repair, program or replace. Vaughn is working on these and should be completed by the end of October.

- Bid out and complete 2018 roadway overlays.

Paving was completed on June 12<sup>th</sup> and shouldering has been completed.

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

Vaughn is making calls and tracking the remainder of the spare parts that have not arrived.

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

Gerrits is the lead on these projects. These project will be completed the 4<sup>th</sup> quarter of this year.

