

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, March 18, 2019 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** –March 4, 2019.
 - B. APPROVAL OF EXPENDITURES** – Approval of bills of various Town funds in the amount of \$37,211.68
- VI. CITIZEN COMMENTS**
- VII. PRESENTATIONS**
 - A.** Donation Request from Michael Kelly
 - B.** Presentation by Joe Torrez Regarding Park County School District RE-2 Update
- VIII. UNFINISHED BUSINESS**
 - A.** Other Discussion Items
- IX. NEW BUSINESS**
 - A.** Should the Board Approve Adoption of Resolution No. 7, Series of 2019, Entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR DISTRIBUTION OF CONSERVATION TRUST FUNDS BETWEEN THE TOWN OF FAIRPLAY, COLORADO, AND PARK COUNTY GOVERNMENT.**”?
 - B.** Should the Board Approve Adoption of Resolution No. 8, Series of 2019, Entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A LEASE AGREEMENT WITH THE STATE OF COLORADO, ACTING THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE USE OF 850 HATHAWAY STREET FOR STORAGE OF SUMMIT STAGE AND BUSTANG BUSES AND PARKING FOR RIDERS.**”?
 - C.** Discussion/Approval of Design Bid for Phase One, Projects A-C of the Fairplay River Park.
 - D.** Approval of Purchase for 501 Main Street and Delegation of Authority to Execute Related Documents.
 - E.** Other New Business
- X. BOARD OF TRUSTEE AND STAFF REPORTS**
- XI. ADJOURNMENT**

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Friday, March 15, 2019.

Upcoming Meetings/Important Dates

Regular Meeting of the Board of Trustees	April 8, 2019
Fairplay Easter Egg Hunt at South Park City Museum	April 21, 2019
Regular Meeting of the Board of Trustees	April 22, 2019

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Friday, March 15, 2019.

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
March 4, 2019**

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 6:04 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, Paul Kemp and Cindy Bear. Also in attendance were Town Administrator/Clerk Tina Darrah, Public Works Director Jim Brown, Police Chief Marcus Woodward, Town Treasurer Kim Wittbrodt and Assistant to the Town Administrator Mason Green.

AGENDA ADOPTION

Motion #1 by Trustee Stapp, seconded by Trustee Bear, that the agenda be amended to remove the presentation by John Hereford of Oak Leaf Energy Partners as Mr. Hereford will be unable to attend the meeting. 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** – February 4, 2019 and February 11, 2019.
- B. **APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$101,767.34

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

CITIZEN COMMENTS

No citizen comments were offered.

PUBLIC HEARING:

Should the Board Approve Adoption of Ordinance No. 2, Series of 2019, Entitled, **"AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO MAKING CERTAIN AMEDMENTS TO CHAPTER 16 OF THE MUNICIPAL CODE?"**

Mayor Just opened the public hearing at 6:07pm.

Town Administrator Darrah introduced the topic and explained that Ordinance No. 2 changes the language in Chapter 16 of the Fairplay Municipal Code to better define outside, inside, and personal storage. Town Administrator Darrah informed the Board that staff recommends approval of Ordinance No.2.

Mayor Just asked for public comment both in support and in opposition to Ordinance No.2 and there was no comment either way.

Trustee Dodge asked for clarification regarding this change in language.

Town Administrator Darrah offered clarification explaining that this change clarifies storage related language in the original intent of the Unified Development Code.

Mayor Just closed the public hearing at 6:17pm.

Motion #3 by Trustee Stapp, seconded by Trustee Bear, that the Board Approve Ordinance 2, series of 2019, Entitled **"AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, MAKING CERTAIN AMENDMENTS TO CHAPTER 16 OF THE MUNICIPAL CODE."** A roll call vote was taken. Dodge—Yes, Stapp—Yes, Just—Yes, Kemp—Yes, Bear—Yes. Motion carried unanimously.

Trustee Dodge asked for confirmation that the cost estimates in the plan were not binding.

Town Administrator Darrah informed Trustee Dodge that is correct and that DHM would come back with several options for the entrance sign with costs attached to each option.

Mayor Just stated that he felt that 4ft tall letters for the monument sign may be too small. Mayor Just suggested perhaps raising the height of the letters and reducing the size of the figures to keep costs manageable.

Motion #6 by Trustee Bear, seconded by Trustee Stapp, that the Board Approve Adoption of Resolution 5, Series of 2019, Entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING THE ADOPTION OF THE RIVER PARK MASTER PLAN."** A roll call vote was taken: Dodge—Yes, Stapp—Yes, Just—Yes, Kemp—Yes, Bear—Yes. Motion carried unanimously.

D. Should the Board Approve Adoption of Reolution No.6, Series of 2019, Entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A LEASE WITH KONICA MINOLTA."?

Mayor Just introduced the topic, stating that it was in the best interest of the Town to renew a lease with Konica Minolta.

Motion #7 by Trustee Stapp, Seconded by Trustee Bear, that the Board Approve Adoption of Resolution 5, Series of 2019, Entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A LEASE WITH KONICA MINOLTA."** A roll call vote was taken: Dodge—Yes, Stapp—Yes, Just—Yes, Kemp—Yes, Bear—Yes. Motion carried unanimously.

E. Other new business

No other new business offered.

BOARD OF TRUSTEES AND STAFF REPORTS

Assistant to the Town Administrator Green informed the Board that the Town had been awarded the Park County CTF Grant so that the Town can install additional lighting at Cohen Park.

Police Chief Woodward stated that he is currently working on updating policy and that the department is becoming busy with citations and calls.

Public Works Director Brown informed the Board that he has a meeting with the Town Engineer on March 5th regarding the 2030 State waste water plant regulations

Town Administrator Darrah let the Board know that the Town had received 167 community survey questionnaire responses as of 4pm on the 4th of March. Additionally, Town Administrator Darrah stated that next week would be the first community visit for Fairplay Forward and recommended that the Board visit www.downtownfairplay.com.

Town Administrator Darrah also presented thank you cards to Mayor Just's grandchildren, Lincoln and Luke for their help during the Mountain Mardi Gras event.

Trustee Bear stated that she has never seen two young men work harder than Lincoln and Luke had done at the Mardi Gras Event.

Town Administrator Darrah went on to say that the Mardi Gras Event went very well, that the Town sold over 175 tickets to the event, and that the King and Queen nominees raised almost \$7,000 for three local non-profits—2 Mile High Inc., the South Park Food Bank, and the Mosquito Range Heritage Initiative.

Trustee Stapp thanked the Mayor and Special Events Coordinator Julie Bullock for the work that they had done to create the Mountain Mardi Gras event.

Mayor Just explained how the Mardi Gras King and Queen nominations occurred and stated that he had already talked to couples eager to receive next years nomination. Mayor Just also stated that he had been contacted by a Louisiana native that owns property in South Park that is very eager to come next year.

Trustee Bear stated that she found the Mountain Mardi Gras event to be very impressive and that she has heard many positive remarks about the event since it occurred. Trustee Bear also thanked Mayor Just.

ADJOURNMENT



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Report

DATE: 3/12/2019

Agenda Item: Bills

Attached is the list of invoices paid through March 12, 2019.

Total Expenditures: \$37,211.68

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

Please contact me with any questions.

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
03/05/2019	14744	Business Solutions Group,	envelopes	1	02/25/2019	52.50	105030
Total 292:						52.50	
03/05/2019	14745	Caselle, Inc	Software Support	1	02/01/2019	439.50	517206
03/05/2019	14745		Software Support	2	02/01/2019	439.50	105060
Total 334:						879.00	
03/12/2019	14770	Fairplay Flume	legal ads	1	02/28/2019	12.90	106123
03/12/2019	14770		display ads-mardi gras	2	02/28/2019	755.00	105170
Total 888:						767.90	
03/12/2019	14771	Galls, LLC	embroidery	1	02/21/2019	52.74	105410
Total 994:						52.74	
03/05/2019	14751	International Code Council	memberships	1	02/19/2019	135.00	105635
Total 1164:						135.00	
03/05/2019	14754	Main Street Garage	interceptor repair	1	02/28/2019	164.27	105420
03/12/2019	14773		Tahoe repair	1	03/07/2019	305.00	105420
Total 1336:						469.27	
03/12/2019	14775	Mountain View Waste	2 yd 2 monthly	1	02/28/2019	75.00	517675
Total 1414:						75.00	
03/12/2019	14776	Postal Pros Southwest, Inc	utility billing	1	02/07/2019	312.53	517218
Total 1699:						312.53	
03/12/2019	14777	Salida Fire Extinguisher, L	fire ext service	1	03/05/2019	55.00	105190
Total 1858:						55.00	
03/12/2019	14779	Town of Fairplay	525 hathaway	1	02/28/2019	171.90	105190
03/12/2019	14779		23 fuller drive	1	02/28/2019	60.00	105095
Total 2134:						231.90	
03/12/2019	14781	USABlueBook	supplies	1	02/28/2019	146.23	517665
03/12/2019	14781		pump	1	03/06/2019	1,119.95	517465
Total 2176:						1,266.18	
03/05/2019	14760	Verizon Wireless	Phones and air cards	1	03/01/2019	195.18	105445
Total 2212:						195.18	
03/05/2019	14761	Xcel Energy	901 main	1	02/20/2019	188.64	105023

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
03/05/2019	14761		747 bogue street	1	02/20/2019	10.28	105841
03/05/2019	14761		fairplay sign #1	1	02/20/2019	10.89	105640
03/05/2019	14761		1800 beaver creek road	1	02/20/2019	774.13	517485
03/05/2019	14761		117 silverheels	1	02/20/2019	10.18	105841
03/05/2019	14761		chlorinator	1	02/20/2019	106.62	517470
03/05/2019	14761		525 hathaway	1	02/20/2019	308.41	105190
03/05/2019	14761		san plant	1	02/22/2019	4,462.36	517680
03/05/2019	14761		1190 castello	1	02/25/2019	305.22	105650
03/05/2019	14761		200 2nd street	2	02/25/2019	20.47	517470
03/05/2019	14761		157 6th street	3	02/25/2019	70.16	105640
03/05/2019	14761		156 5th street	4	02/25/2019	10.18	105640
03/05/2019	14761		589 platte drive	5	02/25/2019	10.18	105841
03/12/2019	14782		street lights	1	03/01/2019	198.21	105640
Total 2296:						6,485.93	
03/12/2019	14778	South Park Ace & Lumber	Supplies	1	02/27/2019	11.99	105027
03/12/2019	14778		Supplies	1	02/28/2019	90.16	517655
03/12/2019	14778		Supplies	2	02/28/2019	225.05	105630
03/12/2019	14778		Supplies	3	02/28/2019	75.43	105670
03/12/2019	14778		Supplies	4	02/28/2019	1.28	517465
03/12/2019	14778		Supplies	5	02/28/2019	7.50	105170
Total 2405:						411.42	
03/05/2019	14753	KONICA MINOLTA BUSIN	C364E Copier	1	02/17/2019	343.63	105032
03/05/2019	14753		Color Copies	2	02/17/2019	200.00	105120
03/05/2019	14753		Color Copies	3	02/17/2019	100.00	105170
03/05/2019	14753		Color Copies	4	02/17/2019	100.00	105130
Total 2448:						743.63	
03/05/2019	14749	CIRSA	equip insurance	1	01/03/2019	561.00	517340
03/05/2019	14749		volunteer insurance	2	01/03/2019	68.75	105120
03/05/2019	14749		volunteer insurance	3	01/03/2019	68.75	105162
03/05/2019	14749		volunteer insurance	4	01/03/2019	68.75	105150
Total 2490:						767.25	
03/08/2019	14763	American Legion	hall rental -mardigras	1	03/05/2019	200.00	105170
Total 2526:						200.00	
03/05/2019	14747	CenturyLink	alarm line-525 Hathaway	1	02/19/2019	43.88	105190
03/05/2019	14747		acct 719-836-4609 502B	1	02/19/2019	57.92	517470
03/05/2019	14747		7198362445	1	02/19/2019	106.65	517226
03/05/2019	14747		7198362622355B	1	02/19/2019	454.84	105065
03/05/2019	14747		acct 82236780	1	02/23/2019	41.81	105065
Total 2614:						705.10	
03/12/2019	14774	Mayberry & Company, LLC	progress bill audit	1	03/02/2019	3,500.00	517320
03/12/2019	14774		progress bill audit	1	03/02/2019	3,750.00	106117
03/12/2019	14774		progress bill audit	2	03/02/2019	2,500.00	517320
Total 2649:						9,750.00	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
03/12/2019	14766	Colorado Natural Gas, Inc.	sewer treatment plant	1	03/04/2019	2,591.98	517680
03/12/2019	14766		natural gas-shop	1	03/04/2019	897.36	517470
03/12/2019	14766		san office	1	03/04/2019	265.29	517234
03/12/2019	14766		natural gas	1	03/04/2019	258.55	105023
03/12/2019	14766		525 hathaway	1	03/04/2019	371.92	105190
Total 2728:						4,385.11	
03/05/2019	14758	South Park Telephone	internet 901 main	1	03/01/2019	29.98	105455
03/05/2019	14758		internet 901 main	2	03/01/2019	29.97	105065
Total 2730:						59.95	
03/05/2019	14748	Chaffee County Waste	6 yd weekly	1	03/01/2019	100.00	105650
03/05/2019	14748		6 yd weekly	2	03/01/2019	100.00	105023
Total 2801:						200.00	
03/05/2019	14750	Heart of the Rockies Radio	radio ads <i>mardi gras</i>	1	02/28/2019	500.00	105170
Total 2836:						500.00	
03/12/2019	14767	Cummins Rocky Mountain,	generator repair	1	02/12/2019	1,533.24	517655
Total 2866:						1,533.24	
03/05/2019	14757	Rise Broadband	internet	1	03/01/2019	103.68	517226
Total 2900:						103.68	
03/12/2019	14769	Fairplay Auto Supply	supplies	1	02/28/2019	1.49	105420
03/12/2019	14769		supplies	2	02/28/2019	9.38	105625
03/12/2019	14769		supplies	3	02/28/2019	27.99	105625
Total 2948:						38.86	
03/05/2019	14759	The Colorado Directory	advertising	1	02/11/2019	115.00	105162
Total 2950:						115.00	
03/05/2019	14756	Omni Real Estate	rent	1	03/01/2019	1,100.00	102268
Total 3167:						1,100.00	
03/12/2019	14772	Hunn Planning & Policy, LL	planning fees	1	03/11/2019	1,787.08	105105
Total 3183:						1,787.08	
03/05/2019	14746	CEBT	cobra - werner	1	03/01/2019	1,525.00	102268
Total 3209:						1,525.00	
03/05/2019	14755	Montrose Water Factory, L	bottled water	1	02/26/2019	8.75	105120
Total 3211:						8.75	
03/05/2019	14752	KB's Bakery	king cakes <i>mardi gras</i>	1	03/04/2019	286.00	105170

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3295:						<u>286.00</u>	
03/12/2019	14768	D&F Partners	food for mardi gras	1	03/10/2019	<u>2,013.48</u>	105170
Total 3296:						<u>2,013.48</u>	
Grand Totals:						<u><u>37,211.68</u></u>	

Report Criteria:

Detail report type printed



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator
RE: Donation Request from Michael Kelley
DATE: March 15, 2019

Mr. Kelley will be at the meeting to present his request to the Town Board for a donation to help fund a trip to Australia where he would be representing Colorado, the Town of Fairplay and South Park High School in an International Football Game. You have \$2,500 remaining in your donation line item for 2019.

Recommended Motion:

Motion to donate \$_____ to Michael Kelley's fundraising efforts. This will require a second and a roll call vote.

"Where History Meets the High Country"

Phone: 719-839-5609
Email: Michaelkelley5765@gmail.com

Dear Town of Fairplay Board and Mr. Just,

My name is Michael Kelley. I am sixteen years old and I attend South Park High School as a Junior. I have lived here for most of my life and I have been a part of this community since I was four years old. In school, I was voted into National Honors Society with a GPA of 4.12. After being inducted into the group, a vote was taken place to elect officials. I was voted into "office" of NHS to be vice-president, by my peers. I participate in many extracurricular activities outside of school as well. One of them is helping out at our local church as well as TLC at a camp in Como. Playing sports, I have been a starter on the basketball and football team since I was a freshman. I am also on the path to break the record for the 400m dash in track.

I have recently been invited to play football in Australia. I was chosen from a select few to represent Colorado in an international football game. I will be playing with athletes from all over the world in this once in a lifetime opportunity. I am trying to fundraise the funds in order to make this trip happen. I was hoping for our town to help co-sponsor me in this journey, and help allow me to represent our small town in this international venture. I will wear our town's logo when I fundraise and travel. Your generosity will be known to the community. Any donation is greatly appreciated. Thank you for your consideration and support.

-Michael Kelley



PO Box 6010 ★ 1755 N 400 E, Suite 201 ★ North Logan, UT 84341
435-753-4732 ★ mail@downundersports.com

Es 11/15/2018

11/15/2018

DUS ID: WKL-WYB

0005127 02 AB 0.405 **AUTO T9 0 9230 80440-018989 -C01-P05132-I



Michael Kelley (football athlete)
South Park High School
P.O. Box 189
Fairplay, CO 80440-0189

OFFICIAL FOOTBALL INVITATION

Dear Michael:

Down Under Sports is pleased to announce that based on your overall performance you have been invited to represent Colorado at the 31st annual Down Under Sports tournaments hosted on the Gold Coast of Australia. We proudly present your Certificate for this achievement (enclosed).

You will join the ranks of thousands of exceptional athletes who have participated in this once-in-a-lifetime experience. You will depart for the Gold Coast of Australia on Sunday, June 30, 2019 to meet up with our Down Under Sports coaches and staff and spend ten days traveling, competing and sight-seeing. See enclosed brochure for more information.

We have developed a proven sponsorship fundraising program and special offers to help our athletes cover the cost of this event. Request a no obligation information packet at DownUnderSports.com or call us at 435-774-4190. After submitting a request, you'll receive a digital copy as well as a printed version in the mail.

We look forward to speaking with you about your invitation to compete in the land down under.

Sincerely,

George O'Scanlon
President
Down Under Sports

Brian Pella
Vice President
Down Under Sports

P.S. See our 2017 football teams and tournament results; go to DownUnderSport.com; select your sport at the top of our website.





MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Tina Darrah, Town Administrator/Clerk

RE: Presentation by Joe Torrez Regarding Park County School District
RE-2 Update

DATE: March 15, 2019

Joe Torrez, Park County School District RE-2 Superintendent, has requested time on your agenda to update you on happenings at the schools in Fairplay. I did not receive any further information to include in your packet, but I understand Mr. Torrez is requesting about 10-15 minutes of your time.

Mason Green

From: Tina Darrah <tdarrah@fairplayco.us>
Sent: Thursday, March 07, 2019 9:45 AM
To: 'Joe Torrez'
Cc: mgreen@fairplayco.us
Subject: RE: PCSDRE2 participation in your meeting March 18

Joe,

I have you on the agenda for 6pm on March 18th. Please forward me any documents you will be presenting by next Monday, March 11th for inclusion in the Board Packet.

Thanks,

Tina

From: Joe Torrez <joe.torrez@parkcountyre2.org>
Sent: Tuesday, March 5, 2019 3:38 PM
To: Tina Darrah <tdarrah@fairplayco.us>
Subject: PCSDRE2 participation in your meeting March 18

Tina,

I wanted to see if we can get on the agenda for the 18th to bring an update to you and the Town Trustees about the district. Please let me know if this is possible. Thanks

--
Joe Torrez
Superintendent
Park County School District RE-2
P.O. Box 189
640 Hathaway
Fairplay, CO 80440
joe.torrez@parkcountyre2.org
(719) 836-4407



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator/Clerk
RE: Resolution No. 7 - Regarding CTF Grant with Park County
DATE: March 15, 2019

We have been awarded the full amount of CTF funds we requested (\$2,500) for the Cohen Park Lighting Project. This project is to install lighting at the shelter in Cohen Park. The work will be performed by an outside contractor/electrician with oversight by the Public Works Dept.

Mason led this grant application - I will defer to him to answer your questions.

Recommended Action:

Motion to Approve Resolution No. 7. This will require a second and a roll call vote.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 7
Series of 2019

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR DISTRIBUTION OF CONSERVATION TRUST FUNDS BETWEEN THE TOWN OF FAIRPLAY, COLORADO AND PARK COUNTY GOVERNMENT.

WHEREAS, the Town of Fairplay submitted a grant application to Park County Government for Conservation Trust Funds for the Cohen Park Lighting Project; and

WHEREAS, the Town of Fairplay has received a grant from Park County Government to help fund the Project and

WHEREAS, Park County Government has requested that the Town of Fairplay and Park County enter into a Memorandum of Understanding memorializing the distribution of these funds and expectations of each party associated with receipt of the grant.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO THAT the Board of Trustees hereby authorizes the Town Administrator and/or Mayor to sign the Memorandum of Understanding For Distribution of Conservation Trust Funds with Park County Government for Cohen Park Improvements attached hereto.

RESOLVED, APPROVED, and ADOPTED this 15th day of March, 2019.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Mayor

ATTEST:

Town Clerk

P.O. Box 1373
Fairplay, CO 80440
(719) 836-4201 (Fairplay)
(719) 836-3273 (Fax)
Website: www.parkco.us

COUNTY OF PARK
Board of County
Commissioners



February 28, 2019

The Town of Fairplay
PO Box 267
Fairplay, CO 80440

Re: 2019 Park County Conservation Trust Fund

Dear Mason,

I am writing to inform you that the Board of County Commissioners has granted your funding request for the project described as **Cohen Park Lighting Project**. The amount approved is **\$2,250.00**.

You will need to sign and return both copies of the enclosed Memorandum of Understanding for Distribution of Conservation Trust Funds in order for you to request disbursement of funds at a later date. We will return a fully executed copy to you after the County has signed it.

Please contact us at pcadmin@parkco.us or 719-836-4201 with any questions you might have.

Regards,

Richard Elsner
BOCC, Chairman

Cc: T. Eisenman

Mike Brazell
(719) 836-1210

Dick Elsner
(719) 836-4209

Ray Douglas
(719) 836-4211

**MEMORANDUM OF UNDERSTANDING
FOR DISTRIBUTION OF CONSERVATION TRUST FUNDS BY
PARK COUNTY, COLORADO**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into and effective upon the later of the two dates of execution by the parties as indicated below between PARK COUNTY, COLORADO, a political subdivision of the State of Colorado, acting through its Board of County Commissioners, whose address is 856 Castello Avenue, PO Box 1373, Fairplay, Colorado 80440 (referred to as the “County”), and The Town of Fairplay a Nonprofit organization and whose mailing address is PO Box 267, Fairplay, CO 80440 (hereinafter referred to as “Beneficiary”).

WHEREAS, Park County receives conservation trust funds from the State of Colorado and is authorized to distribute such funds to entities engaged in providing public recreational or conservation opportunities; and

WHEREAS, the County wishes to memorialize the distribution of funds for the current calendar year, to provide for limited designation of how the funds are to be spent by recipients, to provide for reporting obligations on the part of the recipients, and to memorialize the understanding that the recipients shall have no expectancy or entitlement to future funds; and

WHEREAS, the Beneficiary has submitted to the County an application for use of certain funds and represents to the County that it is engaged in the provision of services or benefits of a public and not private nature and that the services and benefits are provided to the residents of Park County and within Park County.

NOW THEREFORE, for consideration and mutual promises contained herein and the Beneficiary’s receipt of the Funds as described below, the Parties understand and agree as follows:

1. **GRANT OF FUNDS.** Within a reasonable time following the County’s receipt and accounting of conservation trust funds and upon receipt of any special provisions requested and at a time determined by the County, the County shall reserve for the Beneficiary a one-time sum in the amount of: **\$2,250.00**. These funds will be reserved for the fiscal year for the grantee and upon submission of bills or reimbursement will be paid by the County for the beneficiary.
2. **RESPONSIBILITIES OF BENEFICIARY.**
 - a. **Reporting.** Beneficiary shall promptly provide such reports and updates as may be requested by the County concerning Beneficiary’s use and application of the Funds. In addition to any requested reports and updates, the Beneficiary shall provide to the County on or before December 31 of the year of this Memorandum a year-end written report detailing the expenditure of the Funds and the services or benefits provided by the Beneficiary as the results of the Beneficiary’s receipt of the Funds. Such report shall include, where available, a listing of all bills paid, notes, checks, drafts, warrants, and/or other negotiable instrument related to the expenditure of the Funds. The Beneficiary’s obligation to account for the use of the Funds shall survive the termination or cancellation of this Memorandum. The Beneficiary shall allow the County to review its account books and bank accounts upon reasonable advance notice by the County.
 - b. **Use.** Beneficiary shall use the Funds for the purposes represented in the application submitted to the County by the Beneficiary and in accordance with any applicable directives or requirements of state law. In addition, the Beneficiary shall use the Funds to provide opportunities within Park County or benefits to Park County residents that are directly related to conservation, recreation, or environmental education. Beneficiary shall not use the funds for investment purpose or to purchase real property located outside of Park County, Colorado
3. **INTEGRATION AND AMENDMENT:** This MOU represents the entire agreement and understanding between the Parties and there are no oral or collateral memorandums, agreements, or

understandings. This MOU may be amended only by a written instrument signed by the Parties. If any provision of this MOU is held invalid or unenforceable, this MOU shall be of no further force and effect.

4. **NO BENEFICIARIES:** Nothing contained in this MOU is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any third party that is provided a service or benefit as the result of the Funds or as a result of this MOU. Absolutely no third party beneficiaries are intended by this MOU. Any third-party receiving a benefit for this MOU is an incidental or unintended beneficiary only.
5. **NO FUTURE EXPECTATION.** The Beneficiary agrees and acknowledges that the County has no obligation to distribute funds to the Beneficiary except as described in this MOU and this MOU shall not be construed to establish any future expectation or right to the distribution of funding to the Beneficiary for any future year. Nothing contained in this MOU shall be construed to prevent or preclude other or future allocations or grant of funding to the Beneficiary as may be deemed appropriate by the County.
6. **GOVERNING LAW AND VENUE.** This MOU shall be governed by the laws of the State of Colorado and venue for any action arising under this MOU shall be in the appropriate court for Park County, Colorado.

PARK COUNTY, COLORADO
By its Board of County Commissioners

Chairperson
Park County Board of County Commissioners

Date of Execution

ATTEST:

County Clerk or Deputy County Clerk

BENEFICIARY:

BY:

Date of Execution

Printed Name: _____

Position/Title (if appropriate):



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator/Clerk
RE: Resolution No. 8 - Regarding CDOT Lease
DATE: March 15, 2019

This is the lease agreement with CDOT for the Town to lease the building/property at 850 Hathaway to house the Summit Stage buses and to be used as a park-n-ride for riders. As has been previously discussed the Town will be responsible for day to day grounds maintenance, such as plowing, weed-eating, etc. and the utilities associated with the property. We will enter into separate agreements with Summit County/Park County for any upgrades that will need to be done to the property outside of the day to day maintenance. As you can see from the included correspondence, Paul Wisor has reviewed the lease and made necessary legal changes. We have not yet heard back from the Attorney General's office about these changes, but our CDOT Rep is confident they will pose no issues.

Recommended Action:

Motion to Approve Resolution No. 8. This will require a second and a roll call vote.

RESOLUTION NO. 8
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A LEASE AGREEMENT WITH THE STATE OF COLORADO, ACTING THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE USE OF 850 HATHAWAY STREET FOR STORAGE OF SUMMIT STAGE AND BUSTANG BUSES AND PARKING FOR RIDERS.

WHEREAS, the Town of Fairplay has made an agreement with CDOT to lease 850 Hathaway Street for the storage of Summit Stage and BUSTANG buses and for parking by riders of these buses as part of the Park County Commuter Route which will be operated by Summit Stage; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Citizens of Fairplay to participate with funding this Commuter Route via this lease agreement and certain day to day maintenance aspects of this property, and

WHEREAS, the Board of Trustees and CDOT have agreed to the terms of this lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that the lease agreement, a copy of which is attached and fully incorporated herein as Exhibit A, is hereby authorized and approved and the Mayor and/or Town Administrator are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 18th day of March, 2019.

Town of Fairplay

(Seal)

By: _____
Mayor

ATTEST:

Town Clerk

Tina Darrah

From: Billings - CDOT, Amber <amber.billings@state.co.us>
Sent: Thursday, March 14, 2019 1:21 PM
To: tdarrah@fairplayco.us
Cc: fjust@fairplayco.us; Paul Wisor; Curtis Garner
Subject: Re: FW: CDOT Lease

Tina,
I haven't heard back from the AG's office, nor our property management group yet but I requested an update and reiterated the need to move quickly. I know that our offices were closed yesterday and a portion of today. In the event that I don't hear back before your board meeting. Please move forward with getting the lease, with your revisions, signed at your board meeting. I don't have any concerns with the requested changes and I don't expect that either of our departments will. I'd rather move forward than risk holding it up while we wait. If I hear anything different I will let you know immediately.

Thank you,

Amber Billings
Right of Way Supervisor
Acquisition, Relocation and Property Management



P 719.546.5413 | F 719.546.5414

5615 Wills Blvd.

Pueblo, CO 81008

Amber.Billings@state.co.us | <http://www.codot.gov> | www.cotrip.org



On Tue, Mar 12, 2019 at 11:17 AM Billings - CDOT, Amber <amber.billings@state.co.us> wrote:

Tina,
I apologize for not responding yesterday. I immediately sent the revisions to our Property Management group but I also sent it directly to the AG's office because ultimately I know they need to approve the changes. I don't have any concerns with the requests, so I don't anticipate any issues but I will keep you updated and I will keep in touch with both offices to keep it moving quickly.

Thank you,

Amber Billings
Right of Way Supervisor
Acquisition, Relocation and Property Management



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Pueblo, CO 81008

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On Mon, Mar 11, 2019 at 2:27 PM Tina Darrah <tdarrah@fairplayco.us> wrote:

Hi Amber,

Attached please find the CDOT Lease Agreement with comments as reviewed by our Town Attorney, Paul Wisor. Please refer to his email below for explanations as to the changes he has recommended.

As you can see from his email, he is happy to discuss his comments directly with you or anyone from CDOT that you deem appropriate.

Thanks for your help in moving this forward. Please let me know if these changes are acceptable and we will get you signed copies back early next week.

Tina Darrah

Town Administrator

Town of Fairplay

901 Main Street/PO Box 267

Fairplay, CO 80440

(719) 836-2622 ext. 102

www.fairplayco.us

From: Paul Wisor <pwisor@garfieldhecht.com>

Sent: Monday, March 11, 2019 1:49 PM

To: tdarrah@fairplayco.us

Subject: CDOT Lease

Tina,

Please find attached for your review comments to the CDOT Lease Agreement. I believe this contract is primarily used in connection with lessees who are non-governmental entities. As such, many of the changes have been made with the Taxpayer Bill of Rights in mind, and, specially, to ensure the Town does not violate TABOR. The Town could not sign this agreement without these changes. Additional comments have been made to reflect the fact the Town can and does avail itself to the Colorado Governmental Immunity Act for insurance and other liability purposes. I am happy to chat with anyone at CDOT who would like to discuss these changes further.

Thanks,

Paul

Paul F. Wisor

Garfield & Hecht, P.C.

Avon Town Square

0070 Benchmark Road, Unit 104

PO Box 5450

Avon, CO 81620

Office: 970-300-4373

Cell: 303-886-1301

Fax: 970-949-1810

PROPERTY MGMT. NO. _____
PROJECT NO. 22993
PARCEL NO. _____
PROPERTY _____
ADDRESS: 850 Hathaway, St. Fairplay, CO

**LEASE AGREEMENT
(Building & Land)**

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, _____, by and between the State of Colorado acting by and through the Colorado Department of Transportation, hereinafter referred to as "Lessor", and the Town of Fairplay, hereinafter referred to as "Lessee".

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **PREMISES.** Lessor hereby leases and demises unto Lessee the building located at 850 Hathaway St., Fairplay, Colorado, including land, improvements and other rights appurtenant thereto, hereinafter referred to as Premises or Building. The Premises, known and described as Lots 1,2,3, and 4 in Block 22, Town of Fairplay, includes approximately 10,016 square feet of rentable floor area; the leased Premises being as shown on the plat attached hereto, made a part hereof and marked "Exhibit A".

2. **TERM.** The initial term of this lease shall commence on April 1, 2019 and shall terminate on March 31, 2020 subject to the cancellation and termination provisions herein. The lease may be extended, at the option of the Lessee, for additional four (4) terms of one (1) year commencing on the day immediately following the end of the initial term of the then-current renewal term, as the case may be, though March 31, 2024. The terms and conditions of any renewal term shall be the same as the terms and conditions of the initial terms. An appropriation of amounts sufficient to pay all of the Lessee's obligations for a succeeding renewal terms hereunder shall be deemed a determination by Lessee to exercise its option to renew the Lease for the next ensuing renewal term.

3. **RENT.** Lessee shall pay \$ 1 per (month) or per (year) as rent on the first of each month during the term hereof, subject to appropriation of the Lessee's Board of Trustees. Payment shall be made payable to the Colorado Department of Transportation at:

Colorado Department of Transportation
c/o Accounting Receipts & Deposits
2829 W. Howard Pl.
Denver, CO 80204

or at such place as Lessor from time to time designates by notices as provided herein.

In the event Lessor has not received the rental installment hereunder on or before the tenth (10) day of the month when due, a late charge of five percent (5%) of the total installment will be assessed to the Lessee for that month and each succeeding month the payment is not received on or before the 10th day of that month. In the event the Lessee for a rental installment tenders a check, and it is returned to Lessor for insufficient funds, Lessee agrees to pay administrative charges to Lessor of Twenty Dollars (\$20.00). Both Lessor and Lessee agree that acceptance by the Lessor of late payment does not waive Lessor's right to declare Lessee in default of this Lease Agreement.

4. **SECURITY DEPOSIT.** Lessee's Board of Trustees have appropriated, Lessee has paid, and Lessor has received a security deposit in the amount of \$ 1 to be held as a deposit against the full performance of every provision of the agreement, and as a deposit against any damages caused to the leased Premises by Lessee, his guests or invites. The Lessor shall have the right to use said deposit in full or in part payment of any rental obligation or damage caused by the Lessee or failure by Lessee to leave the Premises in good repair and in a clean condition. Lessee understands that they cannot use the security deposit as a payment of any rental obligation without written permission from the Lessor. Lessee understands that if there are damages beyond reasonable wear and tear, his liability is not limited to the amount of this security deposit. If not used to pay any rental obligation or damage, Lessor shall return such security deposit to Lessee upon termination of this lease or expiration of the final renewal term.

5. **USE.** a. The Premises shall be used solely for storage of Summit Stage or BUSTANG buses and parking for Summit Stage or BUSTANG riders. Lessee shall not use or permit the Premises to be used for any other purpose without Lessee's prior written consent. Any other use of the Premises shall constitute a material breach of this lease and may cause this lease to terminate immediately at the Lessors option.

b. Lessee shall not do or permit to be done in, on or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted

or promulgated, or which is prohibited by the standard form of fire insurance policy. Lessee will not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose. Nor shall the Lessee cause, maintain or permit any nuisance in, or about the Premises or commit or suffer to be committed any waste in or upon the Premises.

c. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises or the Building.

6. **TAXES, UTILITIES, MAINTENANCE AND OTHER EXPENSES.** It is understood and agreed that this lease shall be an absolute net lease with respect to the Lessor, and that all taxes, assessments, insurance, utilities and other operating costs and the cost of all maintenance, repairs, and improvements, and all other direct costs, charges and expenses of any kind whatsoever respecting the leased Premises shall be borne by the Lessee and not by the Lessor so that the rental return to the Lessor shall not be reduced, offset or diminished directly or indirectly by any cost or charge. Lessee shall maintain the Premises in good repair and in tenable condition free of trash and debris during the term of this lease. Lessor shall have the right to enter the Premises at any time for the purpose of making necessary inspections.

7. **HOLD HARMLESS AND INSURANCE.** To the extent permitted by law, the Lessee shall save, indemnify and hold harmless the Lessor and Federal Highway Administration for any liability for damage or loss to persons or property resulting from Lessee's occupancy or use of the Premises. To the extent permitted by law, the Lessor shall save, indemnify and hold harmless the Lessee for any liability for damage or loss to persons or property resulting from Lessee's occupancy or use of the Premises.

8. **OWNERSHIP.** The State of Colorado is the owner of the leased Premises. Lessor warrants and represents himself to be the authorized agent of the State of Colorado for the purposes of granting this lease.

9. **LEASE ASSIGNMENT.** Lessee shall not assign this lease and shall not sublet the demised Premises without specific written permission of the Lessor and will not permit the use of said Premises to anyone, other than Lessee, its agents or employees, without the prior written consent of Lessor.

10. **DAMAGE AND DESTRUCTION.** In the event the leased Premises are rendered untenantable or unfit for Lessee's purposes by fire or other casualty, this lease will immediately terminate and no rent shall accrue to Lessor from the date of such fire or casualty. In the event the leased Premises are damaged by fire or other casualty so that there is partial destruction of such Premises or such damage as to render the leased Premises partially untenantable or partially unfit for Lessee's purposes, as determined by Lessee in its sole discretion, either party may, within five (5) days of such occurrence, terminate this lease by giving written notice to the other party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

11. **CANCELLATION.** Both parties understand that at any time before the scheduled expiration of the term of this lease, Lessor has the right to cancel the lease without liability by giving the Lessee 30 days written notice of its intention to cancel the lease. The notice shall be hand delivered, posted on the leased Premises, or sent to the Lessee, at the address of the Lessee contained herein by Certified Mail, return receipt requested. This lease may also be canceled by the Lessee by giving the Lessor 30 days written notice of their intent to do so.

12. **NO BENEFICIAL INTEREST.** The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

13. **NO VIOLATION OF LAW.** The Lessee shall not commit, nor permit the commission of, any act or thing, which shall be a violation of any ordinance of the municipality, City, County, or of any law of the State of Colorado or the United States. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S., as amended, and that no violation of such provisions is present. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

14. **NOTICE.** Any notice required or permitted by this lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

LESSOR:
Colo. Dept. of Transportation
Property Management
2829 W. Howard Pl.
Denver, CO 80204

LESSEE:
Town of Fairplay
Town Administrator
901 Main Street/PO Box 267
Fairplay, CO 80440

Notice of change of address shall be treated as any other notice. The Lessee warrants that the address listed above is the Lessee's current mailing address and that the Lessee will notify the Lessor in writing of

any changes in that address within ten (10) days of such change. The Lessor may instead of delivering or sending the notice, post the notice on the leased Premises.

15. **HOLDING OVER.** If the Lessor allows the Lessee to occupy or use the leased property after the expiration or sooner termination of this lease, the Lessee becomes a Holdover Tenant and shall be a month-to-month Lessee and subject to all the laws of the State of Colorado applicable to such tenancy. The rent to be paid by Lessee during such continued occupancy shall be the same being paid by Lessee as of the date of expiration or sooner termination. Lessor and Lessee each hereby agree to give the other party at least thirty (30) days written notice prior to termination of this holdover tenancy.

16. **CHIEF ENGINEER'S APPROVAL.** This lease shall not be deemed valid until it has been approved by the Chief Engineer of the Colorado Department of Transportation and by the Lessee.

17. **NEW PERMANENT STRUCTURES OR IMPROVEMENTS.** No new permanent structures or improvements of any kind shall be erected or moved upon the Premises by the Lessee without the express written permission of the Lessor. Any such structure or improvement erected or moved upon the Premises without the express written consent of the Lessor may be immediately removed by the Lessor at the expense of the Lessee. Further, any structures, improvements, or items of any kind remaining on the Premises at the termination of the lease will be considered abandoned by the Lessee and may be immediately removed by the Lessor at the Lessee's expense.

18. **HAZARDOUS MATERIALS.** To the extent permitted by law, the Lessee agrees to defend, indemnify and hold harmless the Lessor and any employees, agents, contractors, and officials of the Lessor against any and all damages, claims, liability, loss, fines or expenses, including attorney's fees and litigation costs, related to the presence, disposal, release or clean-up of any contaminants, hazardous materials or pollutants on, over, under, from or affecting the property subject to this Lease Agreement, which contaminants or hazardous materials the Lessee or its employees, agents, contractors or officials has caused to be located, disposed, or released on the property. The Lessee shall also be responsible for all damages, claims and liability to the soil, water, vegetation, buildings or personal property located thereon as well as any personal injury or property damage related to such contaminants or hazardous materials. Lessor represents to Lessee that to its actual knowledge and except as Lessor has previously disclosed to Lessee, Lessor has not caused the generation, storage or release of hazardous materials upon the Premises.

19. **BINDING AGREEMENT.** This Lease Agreement shall be binding upon and inure to the benefit of the partners, heirs, executors, administrators, and successors of the respective parties hereto.

20. **DEFAULT.** If: (1) Lessee shall fail to pay any rent or other sum payable hereunder for a period of 10 days after the same is due; (2) Lessee shall fail to observe, keep or perform any of the other terms, agreements or conditions contained herein or in regulations to be observed or performed by Lessee and such default continues for a period of 30 days after notice by Lessor or beyond the time reasonably necessary for cure if such default is of a nature to require in excess of 30 days to remedy; (3) This Lease or any interest of Lessee hereunder shall be levied upon by any attachment or execution, then any such event shall constitute an event of default by Lessee. Upon the occurrence of any event of default by Lessee hereunder, Lessor may, at its option and without any further notice or demand, in addition to any other rights and remedies given hereunder or by law, do any of the following:

(a) Lessor shall have the right, so long as such default continues, to give notice of termination to Lessee. On the date specified in such notice (which shall not be less than 3 days after the giving of such notice) this Lease shall terminate.

(b) In the event of any such termination of this Lease, Lessor may then or at any time thereafter, re-enter the Premises and remove therefrom all persons and property and again repossess and enjoy the Premises, without prejudice to any other remedies that Lessor may have by reason of Lessee's default or of such termination.

(c) The amount of damages which Lessor may recover in event of such termination shall include, without limitation, (1) the amount at the time of award of unpaid rental earned and other sums owed by Lessee to Lessor hereunder, as of the time of termination, together with interest thereon as provided in this Lease, (2) all legal expenses and other related costs incurred by Lessor following Lessee's default including reasonable attorneys' fees incurred in collecting any amount owed hereunder (3) any damages to the building beyond its present condition.

(d) Following the termination of this Lease or Lessee's right to possession hereunder (or upon Lessee's failure to remove its personal property from the Premises after the expiration of the term of this Lease), Lessor may remove any and all personal property located in the Premises and place such property in a public or private warehouse or elsewhere at the sole cost and expense of the Lessee; such warehouse shall have all rights and remedies provided by law against Lessee as the owner of such property. In addition, in the event that Lessee shall not immediately pay the cost of storage of such property after the same has been stored for a period of 30 days or more, Lessor may sell any or all thereof at a public or private sale in such manner and at such times and places as Lessor in its sole discretion may deem proper, without notice to or demand upon Lessee. Lessee waives all claims for damages that may be caused by Lessor's removing or storing or selling the property as herein provided,

and Lessee will indemnify and hold Lessor free and harmless for, from and against any and all losses, costs and damages, including without limitation all costs of court and attorneys' fees of Lessor occasioned thereby, to the extent permitted by law. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact with the rights and powers necessary in order to effectuate the provisions of this subparagraph (d). Such appointment shall be deemed coupled with an interest.

(e) Lessor may change door locks if Lessee is delinquent in paying rent, provided Lessor post notices as required by law. If Lessee abandons the Premises, Lessor may permanently change the locks and Lessee shall not be entitled to a key or re-entry.

21. **COMPLETE AGREEMENT.** This lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

22. **CAPTIONS, CONSTRUCTION, AND LEASE EFFECT.** The captions and headings used in this lease are for identification only, and shall be disregarded in any construction of the lease provisions. All of the terms of this lease shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any provision of this lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this lease shall remain in full force and effect.

23. **APPLICABLE LAW AND VENUE.** The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this lease. Any provision of this lease, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this lease to the extent that this agreement is capable of execution. All suits, actions or proceedings related to this Lease Agreement shall be held in the State of Colorado and the parties hereby agree venue shall be proper in Park County, Colorado.

24. **CORPORATE AUTHORITY.** Each individual executing the Lease on behalf of Tenant and Landlord represents and warrants that he or she is duly authorized to execute and deliver the Lease on behalf of the party for whom he or she signs this Lease and that the Lease is binding upon the party in accordance with its terms.

25. **LIABILITY EXPOSURE.** The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of Lessor or Lessee, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of 24-10-101, et seq., C.R.S., and 24-30-1501, et seq., C.R.S. Any provision of this Lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor or Lessee to the above-cited laws.

26. **LESSEE INSURANCE: (Revised 2006 per State Controller Requirements)**

(a) Lessee is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"). The parties hereto understand and agree that Lessee is relying on and does not waive or intend to waive by any provision of this Lease the monetary limits or any other rights, immunities, and protections provided by the Colorado Governmental Immunities Act, C.R.S. §§ 24-10-101, et seq., as from time to time amended, or otherwise available to Landlord, its elected officials, officers, or employees., the Lessee shall at all times during the term of this Lease maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Lessee shall show proof of such insurance satisfactory to CDOT. Public entity Lessees are not required to name CDOT as an Additional Insured.

If the Lessee engages a Contractor to act independently from the Lessee on the Premises, that Contractor shall be required to provide an endorsement naming CDOT as an Additional Insured on their insurance in the kinds and amounts detailed below.

(1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Lease in Paragraph 5.

(2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering Premises operations, fire damage, independent Consultants, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$2,000,000 general aggregate;
- iii. \$50,000 any one fire.

If any aggregate limit is reduced below, \$1,000,000 because of claims made or paid, the Lessee, or as applicable, its Contractor, shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.

(3) If any operations are anticipated that might in any way result in the creation of a pollution exposure, Lessee shall also provide Pollution Legal Liability Insurance with minimum limits of liability of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. CDOT shall be named as an Additional Insured to the Pollution Legal Liability policy. The Policy shall be written on a Claims Made form, with an extended reporting period of at least two year following finalization of the Lease.

(4) Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include CDOT as an Additional Insured.

(5) CDOT shall be named as Additional Insured on the Commercial General Liability Insurance policy. Coverage required by the Lease will be primary over any insurance or self-insurance program carried by the State of Colorado.

(6) The insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to CDOT by certified mail to the address contained in this document.

(7) The insurance policies related to the Lease shall include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against CDOT, its agencies, institutions, organizations, officers, agents, employees and volunteers.

(8) All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to CDOT.

(9) In order for this lease to be executed, the Lessee, or as applicable, their Contractor, shall provide certificates showing insurance coverage required by this Lease to CDOT prior to the execution of this lease. No later than 30 days prior to the expiration date of any such coverage, the Lessee or Contractor shall deliver to the Notice Address of CDOT certificates of insurance evidencing renewals thereof. At any time during the term of this Lease, CDOT may request in writing, and the Lessee or Contractor shall thereupon within 10 days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this section. Insurance coverage must be in effect or this lease is in default.

27. LESSOR INSURANCE. During the term of the lease, Lessor shall maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Lessee shall show proof of such insurance satisfactory to Lessee.

28. ADDITIONAL PROVISIONS.

(a) Lessee shall provide the lessor with design and construction plans for any proposed modifications to the property or buildings for review by the lessor prior to the start of any construction or alteration within, or use of, the State Property. Lessee shall be solely responsible for the accuracy and completeness of the plans, notwithstanding their review by Lessor.

(b) Lessee shall not proceed with construction on the State Property, or with any use of the license granted herein in any way, without prior written approval, of the plans from the Lessor. The purpose of this approval is solely to ensure compliance with appropriate state and federal standards. Lessee agrees that such approval shall not operate to transfer any liability or responsibility thereby, for the Lessee's Facilities, to the State.

(c) No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate Lessee 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 Lessee to or in aid of any person, company or corporation under applicable law.

(d) 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.

(e) This Agreement may only be modified upon written agreement of the parties.

WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

LESSEE:

(Full Legal Name)

By _____
(Name)

Title _____

(If Corporation)
Attest (Seal)

By _____
Secretary

Federal Tax Identification Number

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20__
by _____.

Witness my hand and official seal.
My commission expires _____.

Notary Public
Address

LESSOR:

COLORADO DEPARTMENT OF
TRANSPORTATION

ATTEST:

Alicia Clemons
Chief Clerk – Property Management

Joshua Laipply, P.E.
Chief Engineer



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Tina Darrah, Town Clerk

RE: Discussion/Approval of Design Bid for Phase One Projects A-C of the Fairplay River Park

DATE: March 15, 2019

We have received design bids for several aspects of the River Park, with the main focus being the Monument Sign at 285/9. Project A is the Monument Sign, Project B is the redesign of the existing west parking lot at the Town Hall, and Project C is the design of the driveway from the existing Town Hall and west parking lot down to the existing dredge piles by the river. Please read through the materials included from DHM as they have good explanations of the project(s) scope. We are eligible for an Admin Grant from DOLA for the design project – this is \$25,000. Once we have the design(s) complete we can then apply for other Energy and Mineral Impact Funds (Tier 1 or 2 DOLA grants) and funds from other applicable entities depending on which of the projects we are focusing.

We have \$100,000 in our River Park line item for 2019. The total for design of Projects A-C is \$101,525. Our cost, after including the Admin Grant, is \$76,525. We asked for the bid from DHM to be broken out into separate projects so the Board could pick and choose the projects that were most important to be completed this year.

There is a design option that reduces the cost of the Monument Sign design by \$14,000 – this involves removing the silhouettes from either side of the sign. This was briefly discussed at the last meeting and this option was not met with enthusiasm by the Town Board or by DOLA staff, so we are not recommending it.

Recommended Action:

Motion to approve the design bid(s) as presented and to authorize staff to execute a professional services agreement with DHM Design and to pursue a DOLA Admin Grant for \$25,000. This will require a second and a roll call vote.



March 11, 2019

Ms. Tina Darrah
Town Administrator & Town Clerk
901 9th Street
Fairplay, Colorado 80440
(719) 836-2622

RE: Town of Fairplay – Phase 1 of the Fairplay River Park

Dear Ms. Darrah:

As requested, please review our revised proposal for Landscape Architectural Design Services for Phase 1 of the Fairplay River Park project. Based upon our efforts during the Fairplay River Park Master Planning and at the Town's request, DHM Design has prepared the following scope of work and schedule of professional fees:

Respectfully,
DHM Design Corporation

A handwritten signature in blue ink, appearing to read "Matthew Whipple".

Matthew Whipple – NRPA
Principal – DHM DESIGN

PROJECT UNDERSTANDING:

Phase 1 - Project A: We understand that the site is located at the corner of US Highway 285 and State Highway 9. Currently, the specific project site sits atop a small rise on Town owned property adjacent to US Highway 285 ROW. Currently, the site consists of native plantings and various sized cobble covering the project area. The intent is to design and construct the selected Option 2 monument sign, as provided to the Town during the Master Planning process of the Fairplay River Park. It is unknown if there are existing utilities located on the site.

Phase 1 - Project B: We understand that this portion of the project site is located just west of the existing Town Hall/Visitor Center building. It was requested that DHM provide a redesign of the existing west parking lot at the existing Town Hall building, matching the layout provided during the Fairplay River Park Master Planning efforts. As discussed, this does not include moving the current curb-cut into the parking lot, to the west, within State Highway 9 ROW, closer to the existing bank. Scope shall include formalizing the existing parking lot design, grading, striping and details.

Phase 1 - Project C: We understand that this portion of the project site is located just west of US Highway 285 and north of the Middle Fork of the South Plate River. It was also requested that DHM provide design for the rough grading of the east drive down to the lower river corridor. Design shall only consist of development of subgrade grading plans for the driveway down to the existing dredge pile. This proposal does not include finished paved roadway design. Upon completion of this project, the contractor shall have graded in a drive aisle down to the lower river corridor without any paving or curb improvements.

Process: We anticipate a 30% Conceptual Design review, a 65% Design Development review, a 95% Construction Document review and a final submittal to the Town as part of all (3) sub-projects of Phase 1.

DHM DESIGN

Each section of the scope below shall be designed concurrently to avoid unnecessary costs of individual meetings for each project. Should the Town decide to move forward with each project, kick-off and review meetings for each project shall be combined into the same meetings.

Survey Services: Upon review of existing survey information provided by the Town from Burnett Land Surveying, it has been determined that there is additional information that will be needed to complete the design of each of the projects. We have coordinated with and added Burnett Land Surveying to our team to provide a detailed boundary survey, utility locates and base mapping for the project.

Geotechnical Services: DHM will assist the Town in securing a Geotechnical Engineer (N.I.C.) for the project and coordinate quantity and location of each boring for projects A & B. We do not anticipate borings for Project C. Geotechnical borings will be provided by the Town of Fairplay.

PROJECT SCOPE:

Project A - Scope of Town Monument work shall include:

- 30% Conceptual Design (Schematic Design -- SD)
 - Meeting #1: Attend kick-off meeting with Town Staff to review existing concept
 - Provide detailed project survey and utility locates
 - Provide visual aids (3D renderings and photo manipulation) to assist in placement of the monument atop the existing hill
 - (2) views from US 285
 - Meeting #2: (1) meeting with Town Staff to review and receive comments regarding the schematic design
 - Upon approval of the 30% Conceptual Design, 65% Design Development plans will be developed.
- 65% Design Development
 - 65% Level: Site Layout, Elevations, Sections, Grading, Details, Structural, and Electrical Plans
 - Design Development level cost estimate
 - Preliminary Specifications Special Provisions -- Supplemental to Town Specifications
 - Meeting #3: (1) meeting with Town Staff to review and receive comments regarding the Design Development package
 - Upon approval of the 65% Design Development plans, 95% Construction Document plans will be developed.
 - Phasing Plan (if necessary)
- 95% Construction Document
 - 95% Level: Site Layout, Elevations, Sections, Grading, Details, Structural, and Electrical Plans
 - 95% Construction Document level cost estimate
 - Final Specifications Special Provisions -- Supplemental to Town Specifications
 - Meeting #4: (1) meeting with Town Staff to review and receive comments regarding the 95% Construction Documents package
 - Upon approval of the 95% Construction Document, Final Construction Document plans will be developed.
 - Revised Phasing Plan (if necessary)
- Final Construction Document
 - Upon approval of the 95% Construction Document package, DHM shall finalize the Construction Document package -- Bid ready plans
 - Final Specifications Special Provisions -- Supplemental to Town Specifications
 - Final cost estimate

DHM DESIGN

Project A – Omissions and Inclusions:

- It is assumed that coordination with CDOT will take place during design of the monument and placement, but placement will either remain on Town property or may sit on CDOT property with their permission, but will not require that the construction document package be developed in CDOT format.

Project B - Scope of West Parking Lot work shall include:

- 30% Conceptual Design (Schematic Design – SD)
 - Meeting #1: Attend kick-off meeting with Town Staff to review existing concept
 - Provide detailed project survey and utility locates
 - Meeting #2: (1) meeting with Town Staff to review and receive comments regarding the schematic design
 - Upon approval of the 30% Conceptual Design, 65% Design Development plans will be developed.
- 65% Design Development
 - 65% Level: Site Layout, Grading, Details
 - Design Development level cost estimate
 - Preliminary Specifications Special Provisions – Supplemental to Town Specifications
 - Meeting #3: (1) meeting with Town Staff to review and receive comments regarding the Design Development package
 - Upon approval of the 65% Design Development plans, 95% Construction Document plans will be developed.
- 95% Construction Document
 - 95% Level: Site Layout, Grading, Details
 - 95% Construction Document level cost estimate
 - Final Specifications Special Provisions – Supplemental to Town Specifications
 - Meeting #4: (1) meeting with Town Staff to review and receive comments regarding the 95% Construction Documents package
 - Upon approval of the 95% Construction Document, Final Construction Document plans will be developed.
- Final Construction Document
 - Upon approval of the 95% Construction Document package, DHM shall finalize the Construction Document package – Bid ready plans
 - Final Specifications Special Provisions – Supplemental to Town Specifications
 - Final cost estimate

Project B – Omissions and Inclusions:

- Adjusting the location of the entry drive into the parking lot would take place in a separate phase of the project.
- CDOT coordination is not included or anticipated - Development of CDOT construction document format is not included
- Additional parking lot lighting design will not be provided as part of this phase of work
- We do not anticipate Structural or Electrical services for Project B

Project C - Scope of East Drive to Lower River Corridor work shall include:

- 30% Conceptual Design (Schematic Design – SD)
 - Meeting #1: Attend kick-off meeting with Town Staff to review existing concept
 - Provide detailed project survey and utility locates
 - Meeting #2: (1) meeting with Town Staff to review and receive comments regarding the schematic design
 - Upon approval of the 30% Conceptual Design, 65% Design Development plans will be developed.
- 65% Design Development
 - 65% Level: Site Layout, Grading, Details
 - Design Development level cost estimate
 - Preliminary Specifications Special Provisions – Supplemental to Town Specifications

DHM DESIGN

- Meeting #3: (1) meeting with Town Staff to review and receive comments regarding the Design Development package
- Upon approval of the 65% Design Development plans, 95% Construction Document plans will be developed.
- 95% Construction Document
 - 95% Level: Site Layout, Grading, Details
 - 95% Construction Document level cost estimate
 - Final Specifications Special Provisions – Supplemental to Town Specifications
 - Meeting #4: (1) meeting with Town Staff to review and receive comments regarding the 95% Construction Documents package
 - Upon approval of the 95% Construction Document, Final Construction Document plans will be developed.
- Final Construction Document
 - Upon approval of the 95% Construction Document package, DHM shall finalize the Construction Document package – Bid ready plans
 - Final Specifications Special Provisions – Supplemental to Town Specifications
 - Final cost estimate

Project C – Omissions and Inclusions:

- It is assumed that coordination with CDOT will take place during design of the entry drive to the lower river corridor, but placement will remain on Town property
- Development of CDOT construction document format is not included
- We do not anticipate Structural or Electrical services for Project C

CONSTRUCTION ADMINISTRATIVE SERVICES:

The following is a list of our anticipated construction management services:

- Bi-Weekly on-site project meetings (with contractor and Town Staff) and distribution of meeting minutes.
- The design team will provide shop drawing and submittal review as necessary per the specs.
- Respond to Requests for Information (RFI)
- Issue Supplemental Instructions
- Review Change Orders
- Review and certify contractor's application for payment
- Review material test reports
- Provide construction observation with field reports at regular intervals or at critical points in construction.
- Provide substantial and final completion review
- Assistance with Warranty inspection

PROJECT DELIVERABLES:

DHM will provide (2) full size hard-copy plan sets for each of the 30%, 65%, 95% and Final Construction Document submittals as well and full-size PDF's of all plan sets. Additional copies can be made available based on direct costs.

DHM DESIGN

PROFESSIONAL FEES:

Project A – Town Monument

Design & Survey Services:	\$53,170
Construction Services:	\$7,800 (Allowance)
Project A Total:	\$60,970

Project B – West Parking Lot

Design & Survey Services:	\$17,380
Construction Services:	\$1,250 (Allowance)
Project B Total:	\$18,630

Project C – East Drive to Lower River Corridor

Design & Survey Services:	\$18,075
Construction Services:	\$1,250 (Allowance)
Project C Total:	\$19,325

Expenses: \$2,600 (Printing, mileage, etc.)

Phase 1 Total (3 Projects): \$101,525

Pricing Notes:

- All requested fees are billed hourly to a top set fee amount and any remaining fee would not be billed to the Town
- This proposal was broken into (3) separate projects within Phase 1 and separate costs for each, should the Town decide to remove a particular project from the overall Phase 1 project
- Construction Services pricing is for DHM, San Engineering and JCAA only. If construction services are requested of SGM, they offered a standard price of \$500/per trip.

SCHEDULE AND STAFF:

DHM is available to begin this project immediately to meet your schedule.

DHM Design Staff:

Bill Neumann – Principal
Matthew Whipple – Principal
Greg Leichty - Landscape Architect (Project Manager)

Sub-Consultants:

SGM – Matt Hutson (Civil Engineering and Survey)
San Engineering – John Migliaccio (Structural Engineer)
JCAA Consultants – Frank Davenport (Electrical Engineer)
Burnett Land Surveying – Tom Burnett (Survey)

If you find the general scope and costs presented in this change order request acceptable, please sign and return as our authorization to proceed.

Approved by:

Signature: _____

Name: _____ Date: _____

DHM DESIGN

PROFESSIONAL FEE – BREAKDOWN FOR MONUMENT PROJECT:

While the construction of the project could be phased, DHM recommends full design of the monument in an effort to ensure that future construction phases of the project, should it not be constructed all at once, would have a cohesive design both aesthetically and structurally. We feel that by phasing the monument design package, there may be complications in the future.

Should the Town of Fairplay decide to not design/construct the silhouette's to either side, there would be a cost savings of \$14,000. DHM's design fee would reduce by \$2,000/per side and San Engineering's design/CA fee would reduce by \$5,000/per side for a total of \$14,000.

Design + Construction Services:

DHM Design: \$31,220 + \$2,000
San Engineering: \$11,250 + \$5,000
JCAA Engineers: \$5,700 + \$800
SHM Engineering: \$4,000 + (Not Included)
Burnett Surveying: \$1,000

Total: \$60,970 – Full Design and Construction Services – Including silhouettes

Total: \$46,970 – Partial Design and Construction Services – Not including silhouettes

As previously stated above, Construction Services for this project are for DHM, San Engineering and JCAA only. SGM offered to provide services on an as/needed basis of \$500/per trip.

BURNETT LAND SURVEYING, INC.

Thomas L. Burnett

P.O. Box 1953

Phone 719-836-1425

Fairplay, CO 80440

Fax 719-836-7230

burnettsurveying@gmail.com



March 6, 2019

Matthew Whipple
DHM DESIGN
900 South Broadway, Ste 300
Denver, CO 80209

RE: Survey Proposal for Town of Fairplay Entry Monument

Dear Mr. Whipple,

Thank you for your Request For Proposal for survey work for the Town of Fairplay Entry Monument.

I would propose to do the survey work, both field and office, as outlined on the map from DHM DESIGN, for the following areas 1, 2, and 3a and 3b:

- a) provide 1 ft. contour interval for the areas listed,
- b) locate existing utilities, above and below ground,

for the following costs:

Area 1: \$1,000

Area 2: \$850

Area 3a (northerly): \$750

Area 3b (southerly): \$1000

For a total of \$3600

I would propose to start this in a few weeks hoping to let the snow melt out.

Thank you

Thomas L. Burnett
Burnett Land Surveying



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Tina Darrah, Town Administrator

RE: Approval of Purchase for 501 Main Street and Delegation of Authority to Execute Related Documents

DATE: March 15, 2019

Paul Wisor is working on a real-estate contract for this property that I should have before the meeting for you to review. As soon as I receive it, I will email it to each of you. It should be a straight forward contract, similar to what we have used in the past to purchase properties. I have spoken to each of you about this purchase/property, so will not go into detail in this memo. If you have any questions, please contact me.

Recommended Motion:

Motion to approve purchase of 501 Main Street and delegate authority to the Town Administrator to execute related documents. This will require a second and a roll call vote.

"Where History Meets the High Country"

PUBLIC WORKS
MONTHLY STAFF REPORT
February 2019

Wastewater Treatment Plant Performance

Influent flow: Treatment Plant Design flow 0.3 MGD.

Average Flow	0. 10MGD	% Capacity 33%
Maximum Flow	0. 15MGD	% Capacity 50%

BOD		
Influent 328 mg/l	Effluent <2 (BDL)	%Removal 99.994%

Suspended Solids		
Influent 245 mg/l	Effluent <5 (BDL)	%Removal 99.976%

Ammonia		
Influent 42.92 mg/l	Effluent .03 mg/l	% Removal 99.9993%

E.coli		
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 has cleared all of our violations with the State of Colorado. Kat is working on backflow prevention compliance.

Public Works

1. 2019 Paving Projects

Paving bid out and awarded to PMS. Work to be done May and June 2019.

2. New Aerator for the Sanitary plant pond

Motors have been ordered, awaiting delivery.

3. Cohen park improvements

Lighting to be installed in April or May.

4. Plow for the Chevy

We will check on pricing in April for a discount for end of season.

5. Vaughn passes B license for the Treatment Plant

Vaughn passed his C test. He will take the B test in May.

6. Sludge Removal

To be done 2nd quarter this year.

7. 1/3 Sewer line cleaning

To be done later this year.

8. River Park Entrance signage

Design of sign should start late March.

9. Study Water capacity

Study has been started with SGM. Final report will be late summer.

10. Verify and modify PRV's in town

Two have been repaired. The last one is scheduled to be done by the end of March.

11. Improve Stairs town Hall

Work to be completed in the spring.

12. Paint Lift station building

Work to be done in the spring.

13. Paint Public Works Office

Work to be done in the spring

14. Study street signage and modify if necessary

Study underway, should be complete by May.

15. Standards for Streets and utilities

Rough draft has been reviewed. Final standards should be complete by May.

16. Adoption 2012 Code

Code adoption mark up has been sent to Town Attorney for review and formal draft.

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

To be done in the spring.

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

This will be done in the spring.

19. Complete SCADA installation at the water plant.

This will be done in the spring.

