

**AGENDA for a Regular Meeting  
of the Board of Trustees of the Town of Fairplay, Colorado  
Monday, March 16, 2020 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 2, 2020.
  - B. **APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$134,157.66
- VI. **CITIZEN COMMENTS**
- VII. **PRESENTATION**
  - A. Presentation by Skyline Photography
- VIII. **UNFINISHED BUSINESS**
  - A. Other Discussion Items
- IX. **NEW BUSINESS**
  - A. Request for Donation from the American Legion for the Annual Easter Egg Hunt.
  - B. Should the Board Approve Adoption of Resolution No. 10, Series of 2020, Entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CHARGING STATION LICENSE AGREEMENT BETWEEN THE TOWN AND CHARGEPOINT INC., FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATION AT THE PROPERTY KNOWN AS 901 MAIN STREET.”?**
- X. **OTHER NEW BUSINESS**
- XI. **BOARD OF TRUSTEE AND STAFF REPORTS**
- XII. **ADJOURNMENT**

**Upcoming Meetings/Important Dates**

Regular Meeting of the Board of Trustees	April 6, 2020
Fairplay Easter Egg Hunt	April 12, 2020
Regular Meeting of the Board of Trustees	April 20, 2020

*This agenda may be amended.*

*Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, March 12, 2020.*



**MINTUES OF THE REGULAR MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
Monday, March 2, 2020**

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

The Regular Meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:00 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Eve Stapp, and Cindy Bear, (Trustee Kemp absent). Also in attendance were Town Administrator/Clerk Tina Darrah, Town Treasurer Kim Wittbrodt, Chief of Police Marcus Woodward, Assistant Town Administrator Mason Green, Deputy Clerk Sarah Ernst, and Town Planner Scot Hunn.

**AGENDA ADOPTION**

**Motion #1** by Trustee Dodge, seconded by Trustee Stapp, that the agenda be adopted with the amendment that item C under New Business be removed. Motion carried unanimously. (Trustee Kemp absent)

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

- A. **APPROVAL OF MINUTES** –February 3 and 4, 2020.
- B. **APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$82,458.15.
- C. **Should the Board Approve Adoption of Resolution No. 4, Series of 2020, Entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING THE 501 MAIN STREET ADAPTIVE RESUSE/FEASIBILITY STUDY.”?**

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

**CITIZEN COMMENTS**

No Citizen requested time to speak.

**PUBLIC HEARING**

**Should the Board Approve Adoption of Resolution No. 5, Series 2020, Entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A VARIANCE FROM THE SIDE YARD SETBACK FOR THE PROPERTY KNOWN AS 711 HATHAWAY STREET, FAIRPLAY, COLORADO.”?**

Mayor Just opened the Public Hearing at 6:05 pm and read a brief opening statement stating jurisdiction and outlining procedures for the public hearing where the Board of Trustees are sitting as the Board of Adjustment for the Nall side yard setback variance .

Town Planner Scot Hunn explained that the Mr. Nall’s proposal will help legalize the non-conformities that go way back to before zoning existed. Mr. Nall is selling the house and this variance will help clear up the title. Mr. Nall asked if there were any questions but no questions were presented.

Attorney Hunn stated that the staff recommends the application be approved.

Mayor Just closed the public hearing at 6:15 pm.

**Motion #3** by Trustee Stapp, seconded by Trustee Bear, to approve adoption of Resolution No. 5, Series 2020, entitled **A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A VARIANCE FROM THE SIDE YARD SETBACK FOR THE PROPERTY KNOWN AS 711 HATHAWAY**. A roll call vote was taken: Dodge – yes, Stapp – yes, Just – yes, Bear – yes. Motion was carried unanimously. (Trustee Kemp absent).

#### **UNFINISHED BUSINESS**

Other Discussion Items

No unfinished business and no other discussion items were offered.

#### **NEW BUSINESS**

Should the Board Approve Adoption of Resolution No. 6, Series of 2020, Entitled, A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A REVOCABLE SUB-LICENSE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND HIGH COUNTRY FOODS, LLC., DBA OFF THE GRID FOOD TRAILER FOR PARTIAL USE OF THE PROPERTY KNOWN AS 401 MAIN STREET.

Town Administrator Darrah introduced the topic, explaining that the owners of High Country Foods, LLC., DBA Off the Grid Food Trailer owned by Peggy and Mike Leczel, would like to use the lot at 401 Main Street again this summer at the rate of \$500.00 a month. They also requested use of Town water this year.

Ms. Darrah explained that staff recommended against issuance of the sub-lease this year due to the increase of ridership on the bus and the additional mid-day route. Staff sees the need for the parking lot to remain open for parking – for both visitors and residents.

Ms. Darrah stated that she had talked to the Leczel's about staffs concerns and they were still very interested in leasing a spot in the lot this summer.

Staff also offered the option that the Board approve the sub-lease for this year, with the clear understanding that this is not a permanent location for Off the Grid, and stated that staff would be happy to try and help the applicants find a more suitable location for their business.

Mayor Just asked if there were any additional questions, there were none and he asked for a motion to approve.

**Motion # 4** by Trustee Dodge, seconded by Trustee Bear, to approve the adoption of Resolution No. 6, Series of 2020, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A REVOCABLE SUB-LICENSE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND HIGH COUNTRY FOODS, LLC., DBA OFF THE GRID FOOD TRAILER FOR PARTIAL USE OF THE PROPERTY KNOWN AS 401 MAIN STREET."**? A roll call vote was taken: Dodge – yes, Stapp – yes, Just – yes, Bear – yes. Motion carried unanimously. (Trustee Kemp absent)

Should the Board Approve Adoption of Resolution No 7, Series of 2020, Entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, DETERMINING THAT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON APRIL 7, 2020 SHALL BE CANCELLED PURSUANT TO FAIRPLAY MUNICIPAL CODE, ARTICLE 2, SECTION 2-1-30."?

The Town Administrator Darrah introduced the topic and explained that she received three nomination forms and per State Statute and Fairplay Municipal Code, the election can be canceled when there are no more candidates running than number of offices vacant. The three candidates will be declared elected on April 7<sup>th</sup> and sworn in April 20, 2020.

Staff recommend the approval of Resolution No. 7.

**Motion #5** by Trustee Bear, seconded by Trustee Dodge, that the Board Approve Adoption of Resolution No. 7, Series 2020, Entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, DETERMINING THAT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON APRIL 7, 2020 SHALL BE CANCELLED PURSUANT TO FAIRPLAY MUNICIPAL CODE, ARTICLE 2, SECTION 2-1-30."**? A roll call vote was taken: Dodge – yes, Stapp – yes, Just – yes, Bear – yes. Motion carried unanimously. (Trustee Kemp absent)

Should the Board Approve Adoption of Resolution No. 9, Series of 2020, Entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONTRACT WITH PAVEMENT MAINTENANCE SERVICES, INC. FOR THE 2020 PAVING OVERLAY PROJECT."?

Town Administrator Darrah introduced the topic and explained that the Town is in year five of the overlay project. She stated that the Town had received two bids for the project, PMS was the lowest but still \$4000.00 over budgeted amount.

Staff recommended that the Board approve the PMS bid.

**Motion #6** by Trustee Dodge, seconded by Trustee Bear, that the Board Approve the Adoption of Resolution No. 9, Series of 2020, Entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONTRACT WITH PAVEMENT MAINTENANCE SERVICES, INC. FOR THE 2020 PAVING OVERLAY PROJECT."?

A roll call vote was taken: Dodge – yes, Stapp – yes, Just – yes, Bear – yes. Motion was carried unanimously. (Trustee Kemp absent).

Ms. Darrah told the Board that they had not received any bids on the parking lot or access road project. Darrah explained that due to this fact, the Town has asked PMS to bid on the Town Hall parking lot paving project but since PMS has no excavator Ms. Darrah has asked Mayor Just to provide a bid on the excavation portion of the project.

Appointment of Economic and Business Development Advisory Board Members.

Town Administrator Darrah addressed the topic, explaining that the staff has been pleased with the interest of various organizations and individuals for their willingness to serve on the Board. She reminded all that the Advisory Board is structured to secure participation from various economic sectors and community organizations within the Town. Letters of interest have been received from: Monetta Dardanis – Owner, Middle Fork RV Park, Kristen Farr – Owner, Salado, James Dean – Owner, Prathers Market, Maggie Clark – Manager, South Park Recreation Center, John Angelico – Owner, United Country, Jennie Angelico, South Park National Heritage Area, Wayne Albers – President, South Park Chamber of Commerce.

The staff also suggest that Paul Kemp be appointed to the Board as the at-large member and also that Trustee Dodge be appointed as a representative for the Board of Trustees.

**Motion # 7** by Trustee Stapp, seconded by Mayor Just, that the listed applicants be appointed to the Economic and Business Development Advisory Board. Unanimous voice vote. (Trustee Kemp absent).

Other New Business

No additional new business was presented.

**BOARD OF TRUSTEE AND STAFF REPORTS**

**Assistant Town Administrator, Mason Green** – Stated that he has been working with Special Events Coordinator, Julie Bullock, in regards to the Wearable Arts Event, and possibly collaborating with other community groups.

Mason Green also stated that the agreement with Chargepoint for Electric vehicle Charging Stations is moving along and more information will be presented at the March 16<sup>th</sup> Meeting.

**Town Treasurer, Kim Wittbrodt** – Stated that the Town Audit took place last week.

**Police Chief, Marcus Woodward** – Mentioned that the police are working with Emergency Services and the Fire Department on a campaign to get smoke alarms out to the public who might need them.

Chief Woodward also spoke about the issue of vaping products being sold to under age customers. He was approached by the principal at the school about helping them acquire a grant to help with providing awareness of underage vaping.

As the State of Colorado does not have a law on the books regarding this topic, the Town would like to work towards creating an ordinance?

Some local businesses are already adhering to the Federal law requiring someone to be at least twenty one to purchase such products. Chief Woodward stated that he would like direction to modify our town codes in order to assist the school in getting the grant and assist in providing accurate direction for those businesses that sell tobacco and vaping related items.

Board gave direction for the staff to work on appropriate wording for the code revision. More information will be shared as this project moves forward.

**Trustee, Scott Dodge** – Commended the Police Department for handling the incident on February 11<sup>th</sup>. He also spoke about CDOT securing funds for the intersection project in 2021. More will be shared as it become available.

**Town Administrator, Tina Darrah** - Shared that the Town did receive the access permit to relocate the access to Town Hall on Main Street.

**Trustee, Cindy Bear** – Shared her appreciation for Chief of Police Marcus Woodward for his help on getting a grant to provide awareness about underage vaping.

**Mayor, Frank Just** – Shared his appreciation to all the helped with the Mardi Gras event. He said that there were about 244 people who attended, 112 lbs. of rice was cooked, the DJ was seamless, and he is still getting positive comments about the event food and atmosphere, even from people who did not go. A great event all around.

**Trustee, Eve Stapp** – Thanked Mike Leczel and Josh Voorhis for all their help with Mardi Gras they were there 11 hours. She stated that the number one hero was a sixteen year old boy (Mayor Just's grandson, Lincoln), he helped out with balloons and climbing ladders to assist with the lightbulbs.

#### **ADJOURNMENT**

With no additional comments, Mayor Just adjourned the meeting at 6:58pm.

ATTEST:

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Sarah Ernst, Deputy Town Clerk

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Frank Just, Mayor



## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Kim Wittbrodt, Treasurer  
**RE:** Paid Bills  
**DATE:** 3/12/2020

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**Agenda Item: Bills**

Attached is the list of invoices paid through March 11, 2020.

Total Expenditures: \$134,157.66

Please note that the check to Schlosser Signs is the deposit for the monument sign work.  
The check to CO Fiber Community is the town's portion to run fiber optic to the sanitation plant.

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
03/10/2020	15918	ACA Products, Inc.	road sand	1	01/14/2020	721.02	105670
Total 16:						721.02	
03/03/2020	15906	Business Connection	ads in event calenar	1	03/02/2020	294.50	105166
03/03/2020	15906		ads in event calenar	2	03/02/2020	147.25	105130
Total 280:						441.75	
03/03/2020	15907	Caselle, Inc	Software Support	1	02/01/2020	439.50	105060
03/03/2020	15907		Software Support	2	02/01/2020	439.50	517206
Total 334:						879.00	
03/10/2020	15924	Colorado Mountain News	summit daily ads	1	02/29/2020	681.08	105166
Total 538:						681.08	
03/10/2020	15927	Fairplay Flume	help wanted ad	1	02/29/2020	171.00	105480
03/10/2020	15927		display ads	2	02/29/2020	440.00	105166
03/10/2020	15927		legal ads	3	02/29/2020	9.29	106125
Total 868:						620.29	
03/10/2020	15928	Ferrellgas	propane-501 main	1	02/26/2020	790.11	105195
Total 916:						790.11	
03/03/2020	15912	South Park Chamber of Co	annual dues	1	01/29/2020	80.00	105130
Total 1936:						80.00	
03/10/2020	15940	Town of Fairplay	525 hathaway	1	02/29/2020	177.60	105190
03/10/2020	15940		501 main	1	02/29/2020	303.20	105195
03/10/2020	15940		850 hathaway	1	02/29/2020	107.40	105186
Total 2134:						588.20	
02/26/2020	15902	USABlueBook	supplies	1	02/18/2020	18.29	517655
02/26/2020	15902		supplies	1	02/19/2020	126.74	517615
02/26/2020	15902		motor	1	01/06/2020	2,294.68	517655
Total 2176:						2,439.71	
03/03/2020	15913	Utility Notification Center	RTL Transmissions	1	02/29/2020	43.21	517455
03/03/2020	15913		RTL Transmissions	1	02/29/2020	43.21	517650
Total 2194:						86.42	
03/03/2020	15914	Verizon Wireless	Police Air Cards	1	03/01/2020	255.38	105455
03/03/2020	15914		jet pack	2	03/01/2020	74.86	105130
Total 2212:						330.24	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
03/03/2020	15915	Xcel Energy	945 quarry road	1	02/14/2020	16.90	517490
03/03/2020	15915		901 main	1	02/21/2020	204.25	105023
03/03/2020	15915		117 silverheels road	1	02/21/2020	10.19	105841
03/03/2020	15915		chlorinator	1	02/21/2020	90.64	517470
03/03/2020	15915		fairplay sign #1	1	02/21/2020	10.95	105640
03/03/2020	15915		747 bogue	1	02/21/2020	11.71	105841
03/03/2020	15915		1800 beaver creek road	1	02/21/2020	679.93	517495
03/03/2020	15915		525 hathaway	1	02/21/2020	257.45	105190
03/03/2020	15915		850 hathaway	1	02/21/2020	243.41	105186
03/03/2020	15915		501 main	1	02/21/2020	408.67	105195
03/03/2020	15915		san plant	1	02/24/2020	3,484.21	517680
03/10/2020	15941		1190 castello	1	02/25/2020	124.40	105650
03/10/2020	15941		200 2nd street	2	02/25/2020	76.42	517470
03/10/2020	15941		157 6th street	3	02/25/2020	64.73	105640
03/10/2020	15941		156 5th street	4	02/25/2020	10.19	105640
03/10/2020	15941		589 plattel drive	5	02/25/2020	10.19	105841
03/10/2020	15941		419 front	6	02/25/2020	10.51	105640
03/10/2020	15941		street lights	1	03/02/2020	198.13	105640
Total 2296:						5,912.88	
03/10/2020	15934	KONICA MINOLTA BUSIN	C364E Copier	1	02/27/2020	506.44	105032
03/10/2020	15934		Color Copies	2	02/27/2020	100.00	105166
Total 2448:						606.44	
03/10/2020	15920	AmeriGas	Propane	1	02/25/2020	606.57	105186
Total 2468:						606.57	
03/10/2020	15919	American Legion	hall rental	1	03/10/2020	200.00	105166
Total 2526:						200.00	
03/10/2020	15921	Auto Truck Group	plow parts	1	02/28/2020	1,816.66	105670
Total 2567:						1,816.66	
03/10/2020	15939	Susan Dunn	mardi gras	1	03/06/2020	375.00	105166
Total 2605:						375.00	
03/10/2020	15922	CenturyLink	7198362622355B	1	02/19/2020	476.96	105065
03/10/2020	15922		alarm line-525 Hathaway	1	02/19/2020	46.99	105190
03/10/2020	15922		acct 719-836-4609 502B	1	02/19/2020	60.21	517470
03/10/2020	15922		7198362445	1	02/19/2020	109.84	517226
03/10/2020	15922		acct 82239760	1	02/23/2020	28.57	105065
Total 2614:						722.57	
03/03/2020	15910	L.A.W.S.	decals for tahoe	1	02/12/2020	265.15	105420
Total 2630:						265.15	
03/10/2020	15925	Colorado Natural Gas, Inc.	sewer treatment plant	1	03/03/2020	2,379.53	517680
03/10/2020	15925		natural gas	1	03/03/2020	244.87	105023
03/10/2020	15925		san office	1	03/03/2020	288.96	517234

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
03/10/2020	15925		525 hathaway	1	03/03/2020	386.18	105190
03/10/2020	15925		natural gas-shop	1	03/03/2020	703.75	105650
Total 2728:						4,003.29	
03/10/2020	15930	Frank Just	mardi gras food	1	02/28/2020	2,072.07	105166
Total 2754:						2,072.07	
02/26/2020	15899	Mobile Record Shredders	record shredding	1	02/12/2020	12.00	105030
Total 2793:						12.00	
03/03/2020	15908	Chaffee County Waste	6 yd weekly	1	03/01/2020	100.00	105650
03/03/2020	15908		6 yd weekly	2	03/01/2020	100.00	105023
Total 2801:						200.00	
03/10/2020	15931	Heart of the Rockies Radio	radio ads	1	03/01/2020	500.00	105166
Total 2836:						500.00	
02/26/2020	15894	Colorado Analytical Lab	water testing	1	02/24/2020	23.00	517475
03/03/2020	15909		waste water testing	1	02/27/2020	380.00	517665
Total 2864:						403.00	
02/26/2020	15901	Shirley Septic Pumping, In	cohen park	1	02/21/2020	133.00	105642
Total 2893:						133.00	
03/10/2020	15937	Rise Broadband	internet	1	03/01/2020	105.36	517226
Total 2900:						105.36	
03/10/2020	15933	Kaupus Water Labs, Inc.	bleach	1	02/24/2020	630.00	517410
Total 2999:						630.00	
03/10/2020	15929	First Aid & Safety 2000	calibration	1	05/24/2019	39.97	517480
03/10/2020	15929		calibration	2	05/24/2019	39.98	517670
Total 3101:						79.95	
03/10/2020	15932	Hunn Planning & Policy, LL	planning fees	1	03/09/2020	927.00	105105
Total 3183:						927.00	
03/10/2020	15935	Montrose Water Factory, L	bottled water	1	02/24/2020	17.00	105120
Total 3211:						17.00	
02/26/2020	15895	Garfield & Hecht, P.C.	legal	1	01/31/2020	3,247.00	105057
Total 3270:						3,247.00	
03/10/2020	15936	SGM	engineering	1	02/28/2020	390.62	517430

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
03/10/2020	15938		engineering	2	02/28/2020	390.63	517635
Total 3272:						781.25	
02/26/2020	15896	Grover, Barbara	supplies	1	02/10/2020	48.43	105410
Total 3273:						48.43	
02/26/2020	15897	Infinity Certified Welding	tank and argon	1	02/21/2020	493.06	105630
Total 3297:						493.06	
03/10/2020	15926	Downtown Redevelopment	final	1	03/02/2020	1,074.45	105195
Total 3380:						1,074.45	
02/26/2020	15900	Promark Industries	2006 tahoe	1	02/24/2020	561.62	105420
02/26/2020	15900		2009 tahoe	1	02/24/2020	799.49	105420
02/26/2020	15900		2010 tahoe	1	02/24/2020	883.00	105420
02/26/2020	15900		2010 tahoe	1	02/24/2020	760.65	105420
03/10/2020	15936		dodge repair	1	02/24/2020	233.74	105625
03/10/2020	15936		dodge repair	2	02/24/2020	233.74	517242
Total 3383:						3,472.24	
02/26/2020	15898	Julie Taylor	refund sewer overpayment	1	02/26/2020	65.00	514605
Total 3396:						65.00	
03/02/2020	15905	Barrie Stimson	refund street cut stimson	1	03/02/2020	1,000.00	102120
Total 3397:						1,000.00	
03/03/2020	15911	Schlosser Signs, Inc.	deposit-monument sign	1	01/31/2020	85,621.00	105886
Total 3398:						85,621.00	
03/10/2020	15923	Colorado Fiber Community	town share fiber line	1	02/18/2020	11,109.47	517625
Total 3399:						11,109.47	
Grand Totals:						134,157.66	

## Report Criteria:

Detail report type printed



## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Julie Bullock, Special Events  
**RE:** Presentation by Skyline Photography  
**DATE:** March 9, 2020

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The Town has hired Skyline Photography to cover Town events in 2020 as well as to update our stock of marketing photos. Josh and Laura, owners of Skyline Photography, have already worked with the Town and photographed the 2019 Plein Air Event and the 2020 Mountain Mardi Gras Celebration free of charge. To introduce you to Josh and Laura we have invited them here to showcase the photos that they have taken for us from these two past events.





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Julie Bullock, Special Events  
**RE:** Request for Donation from the American Legion  
**DATE:** March 9, 2020

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The American Legion has submitted a letter asking for a donation of \$100.00 from the Town for the annual Easter Egg Hunt hosted by the Legion. The Board has historically donated this amount to the event.

Should the Board decide to donate, this will require a motion and roll call vote.







CARL DUNCAN MEMORIAL POST

172

P.O. Box 505

Fairplay, Colorado 80440

719-836-2720

Town of Fairplay

The annual Ester egg hunt will be on April 12<sup>th</sup> 2020 at 12 o'clock for ages up to 10. Location South Park City. The American Legion members and volunteers are much involved with putting candy in the plastic eggs, and hiding them in South Park City. The town has made generous donation every year, which we truly appreciate. We usually spend around \$350.00 for the candy and would appreciate any assistance in off-setting the cost.

Thank You

A handwritten signature in black ink that reads 'David W. Bellon'. The signature is written in a cursive style with a large initial 'D'.

David W. Bellon

Adjutant

Mark Ziegler, Commander





## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Mason Green, Assistant Town Manager

**RE:** Charging Station License Agreement

**DATE:** March 3, 2020

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This agreement allows ChargePoint Inc. to install two electric vehicle charging stations at 901 Main Street and pay the Town \$10.00 for the use of our space. Under this agreement ChargePoint will pay all costs associated with installing, operating and maintaining the charging stations and also receive any and all profit from the stations.

This agreement, which is for a term of ten years, allows the Town to opt out after 7 years and each successive year thereafter with a monetary penalty to the Town which declines each year. This is due to the State of Colorado Alt-Fuels Corridor Grant requirements regarding the type of power supply which is required to be installed.

Staff recommends approval of Resolution No. 10 which will require a Motion, Second and roll call vote.

**“Where History Meets the High Country”**



**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 10  
Series of 2020**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CHARGING STATION LICENSE AGREEMENT BETWEEN THE TOWN AND CHARGEPOINT INC., FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS AT THE PROPERTY KNOWN AS 901 MAIN STREET.**

**WHEREAS**, the Town Board of Trustees recognizes the economic and community value electric vehicle charging stations can bring to the community; and,

**WHEREAS**, the Town Board of Trustees sees the value of participating in the State of Colorado's Alt-Fuels Corridor Program; and,

**WHEREAS**, the Town Board of Trustees desires to receive electric vehicle charging stations at no monetary cost to the Town; and,

**WHEREAS**, the Town Board of Trustees know that all construction costs associated with the installation of the charging stations will be paid by ChargePoint Inc., and;

**WHEREAS**, the Town Board of Trustees understands that ChargePoint Inc., not the Town of Fairplay, will receive any profits generated from the stations and also be responsible for any expenses incurred; and,

**WHEREAS**, the Town Board of Trustees approves of the ten-year term of the agreement and recognizes that the Town can opt out of the agreement, with monetary penalties, after seven years from the commencement date of the agreement; and,

**WHEREAS**, the Town Board of Trustees desires to enter into Charging Station License Agreement with ChargePoint Inc., and supply the land needed for the charging stations to ChargePoint Inc., for ten dollars.

**NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO**, that the Charging Station License Agreement between the Town of Fairplay, Colorado, and ChargePoint Inc. for installation of electric vehicle charging stations at the property known as 901 Main Street, dated March 16, 2020, is hereby authorized and approved and the Mayor and/or Town Administrator are authorized to execute the same on behalf of the Town.

**RESOLVED, APPROVED, and ADOPTED** this 16<sup>th</sup> day of March, 2020.

TOWN OF FAIRPLAY, COLORADO

(Seal)

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

ATTEST:

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



## CHARGING STATION LICENSE AGREEMENT

This CHARGING STATION LICENSE AGREEMENT (this "*License Agreement*"), effective as of the date indicated below (the "*Effective Date*"), is between CHARGEPOINT INC, a(n) Delaware corporation with its principal place of business located at 254 East Hacienda Avenue, Campbell, CA 95008 ("*Licensee*"), and the Town of Fairplay, a statutory town of the State of Colorado, with its principal place of business located at 901 Main Street, Fairplay, Colorado 80440 ("*Host*"). Each of Licensee and Host is a "Party," and together they are the "Parties," to this License Agreement.

### BACKGROUND

- A. Licensee has established a business to provide a variety of vehicle charging and support services to owners of plug-in electric vehicles ("*EVs*");
- B. Licensee desires to license parking spaces (as more fully described below) from Host for the purpose of installing electric vehicle charging stations ("*Charging Stations*") and providing charging services to EV Drivers and Host desires to license those spaces to licensee; and
- C. This License Agreement sets forth the parties' agreement with respect to Host's grant of the License to Licensee.

### AGREEMENT

1. **Grant of License and License Term.** Host, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid by Licensee, and other good and valuable consideration, the sufficiency of which is acknowledged, grants to Licensee a limited, non-exclusive license ("*License*") to use a portion of Host's property agreed to by the Parties (each such Host location is hereby defined as a "*Host Property*"), for the purposes described in this License Agreement (each parking space identified in an Addendum is a "*Licensed Space*"). Exhibit A attached to this License Agreement sets forth the list of potential Host Properties on which Licensee may operate a Charging Station. The final list of Host Properties shall be subject to agreement of the Parties. Each License of a Licensed Space is for an initial term of ten (10) years (the "*License Term*"), beginning on the date on which the Charging Station servicing that Licensed Space is operational (the "*License Commencement Date*") and ending on the date that is ten (10) years from the License Commencement Date (as extended, the "*License Expiration Date*"). After the License Expiration Date for a Licensed Space, the License Term for that Licensed Space will automatically renew for successive ten (10) year terms, unless either party gives written notice of termination of the License with respect to that Licensed Space to the other party no later than ninety (90) days before the applicable License Expiration Date (the date on which the License Term for any Licensed Space ends is the "*License Termination Date*"). Licensee shall have the exclusive right to operate one or more Charging Stations (as agreed to by the Parties) at each Host Property set forth on the final agreed upon Exhibit A. In no event shall Host grant any license, lease or other possessory right to any third party for the purpose of operating a Charging Station at any Host Property set forth on Exhibit A.
2. **Licensed Space Use.** Licensee may use each Licensed Space solely for the purposes of installing, maintaining, repairing, and operating, all in accordance with this License Agreement, one or more Charging Stations (as defined below), and the ancillary uses stated in this License Agreement. The number and approximate location of the Charging Stations and Licensed Spaces at any given Host Property is shown in the appropriate Addendum for that Host Property. Each License covers only the applicable Licensed Space and the areas of Host's adjacent property (other than the areas located within any buildings or other structures located on such adjacent property) that are reasonably necessary to provide access to and from that Licensed Space and the Charging Stations, for the purposes stated in this License Agreement. The parties recognize that the License allows a right of use and does not grant an interest in real property. Except as expressly stated otherwise, all personal property placed, installed, or affixed to or otherwise located in any Licensed Space by Licensee is the sole and exclusive property of Licensee.
3. **Charging Models.** Licensee shall select the EV charging stations (each a "*Charging Station*") to be installed in each Licensed Space. The number, design, make, model, and manufacturer of each Charging Station are at Licensee's sole discretion and may be specified in each applicable Addendum, together with other additional services, equipment or facilities for servicing EVs that Licensee may elect to offer its customers from time to time during the License Term and shall be specified in each applicable Addendum memorializing such change in services provided. Licensee, at any time and for any reason during the License Term, may elect to upgrade, revise, alter, or swap any Charging Station

installed in any Licensed Space and, as appropriate. Host shall be given prior written notice of any such upgrade, revision, alteration or swap of the Charging Station; provided that standard software upgrades and defective station maintenance to the Charging Station shall not require written notice to Host. Licensee will require access to Host Property and the Licensed Space to replace or upgrade any Charging Stations during the License Term. Such replacement or upgrade will be Licensee's sole responsibility and will cause minimal disruption to the Host's operation as no additional construction, trenching, repaving, or landscaping will be required.

4. **Installation; Ownership.** Licensee is solely responsible for supervising and performing or causing the performance of all construction and installation activities and all associated costs of construction and installation, including upgrades, for all Charging Stations ("Project Costs"). For greater certainty, Host will not be responsible for any construction or installation activities, including any costs related thereto, under this Agreement. Licensee shall schedule the date and time of construction and installation activities with Host in a manner intended not to interfere with Host's business operations. Such schedule shall be binding unless a party provides at least five (5) business days' prior written notice of any need to reschedule. Except in those instances where Licensee is merely replacing or upgrading Charging Stations, Licensee shall submit detailed plans and specifications (prepared by Licensee's appropriately licensed electrical contractor) relating to the construction and installation of the Charging Station to Host for Host's approval. Host agrees to either approve or deny the submitted plans and construction schedule promptly, but in any event within ten (10) days; provided that Host's failure to approve or deny the submitted plans within such ten (10) day period shall be deemed an approval of such plans. No work will begin until plans have been approved (or deemed approved) by Host and all applicable permits and certifications have been obtained. Once approved, and on the parties' respective demonstration that all insurance coverages required by this License Agreement are in place, Licensee will, at its sole expense, cause the installation of all Charging Stations, including, to the extent applicable, the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all Licensee-branded signage, if any, approved by Host in accordance with Section 12 of this License Agreement. Host recognizes that Charging Stations will require the installation of dedicated electrical service, supporting concrete pads, protective bollards and other associated equipment necessary for the safe and effective provision of charging services to EV Drivers. Licensee will, at its sole cost and expense, obtain from applicable governmental authorities all licenses, permits, or other approvals required to install the Charging Stations, and Host will reasonably cooperate (at no out-of-pocket expense to Host) on request with Licensee's efforts to do so. On completion of the installation of a Charging Station, that Charging Station is the personal property of Licensee, and is not considered to be a fixture or in any way the property of Host.

Host acknowledges and agrees that Licensee may retain contractors (and such contractors may retain subcontractors) (collectively, "*Contractors*") to perform some or all of Licensee's obligations under this License Agreement or an Addendum. Licensee shall not permit any mechanics' or other liens to stand against the Licensed Space or Host's adjacent property for work or material furnished Licensee. If any mechanic's or materialmen's lien or notice of lien shall at any time be filed against the Licensed Space or Host's adjacent property by reason of work, labor, services or materials performed or furnished to or on behalf of Licensee, Licensee shall promptly cause the same to be bonded or discharged of record. Except during the pendency of any proceedings instituted by Licensee to contest any such lien or notice, if Licensee shall fail to cause such lien or notice of lien to be discharged or bonded within thirty (30) days after the filing thereof, then, in addition to any other rights and remedies available to Host at law, or in equity or under this License Agreement, Host may, but shall not be obligated to, discharge or bond off the same by paying the amount claimed to be due or posting a bond, and the amounts so paid by Host and all costs and expenses, including reasonable attorneys' fees, incurred by Host in paying, bonding off or procuring the discharge of such lien, shall be due and payable by Licensee to Host within thirty (30) days of demand therefor.

5. **Operation and Maintenance.** Except as otherwise provided in this License Agreement, Licensee will, at its sole cost and expense, maintain, operate, and take good care of the Charging Stations, including making all necessary repairs, arrange for appropriate remote monitoring, and obtain and have installed appropriate software and hardware upgrades. In addition, Licensee agrees to keep the Charging Station in good working order and in a safe condition. Notwithstanding the foregoing, all damage or injury to the Charging Stations, whether requiring structural or nonstructural repairs, that are caused by or that result solely from the negligent conduct of Host, or its agents, contractors, employees or invitees, will be repaired by Licensee, but at Host's sole cost and expense, to the condition that existed before the damage. Host shall have no obligation as to the condition or operability of the Charging Station and Licensee hereby waives any claims or cause of action against Host in connection therewith; provided that, Host agrees that it shall permit EV Drivers access to the Licensed Spaces. Host shall ensure that the Licensed Space and the area appurtenant to the Licensed spaces is free and clear of debris. Additionally, Host shall maintain the general cleanliness and appearance of the Charging Stations. Host shall maintain adequate lighting for the Licensed Spaces. Host shall provide Licensee at least fourteen (14) days prior written notice of any schedule maintenance or repairs to the Host



Property, and reasonably prompt notice of emergency event at the Host Property, that could have the effect of denying access to the Licensed Spaces.

6. **Utility Availability; General Obligations of Host.** Host agrees (at no out-of-pocket expense to Host) to reasonably cooperate in the facilitation of the provision of electricity and any other utilities necessary to operate Charging Stations in each Licensed Space, including by granting (for property owned by Host) or consenting to the granting of (for property leased by Host) appropriate easements to local utility providers; provided, however, that Host is not required to pay money to accomplish the provision of those utilities. Neither Host nor Licensee has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to facilities or equipment located in any Licensed Space, unless the cause of the interruption is covered by the party's indemnity provided for in this License Agreement. Host shall, at its sole cost and expense, take commercially reasonable actions to maintain each Licensed Space in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas that support its business conducted at the property adjacent to any Licensed Space. Host shall promptly notify Licensee and, as appropriate, emergency response personnel regarding any malfunction or perceived dangerous condition pertaining to a Charging Station.

7. **Utility Metering and Electricity Costs.** Licensee shall be responsible for paying the electricity costs associated with the use of the Charging Stations.

(a) **Separately Metered Sites.** Charging stations will be separately metered and Licensee shall pay all electrical bills directly to the utility provider.

8. **Casualty and Condemnation**

(a) **Damage.** If any Licensed Space or any Charging Station is damaged by fire or other casualty, then Licensee, at its sole option, may elect within thirty (30) days of date of fire or other casualty either to (a) terminate the License with respect to that Licensed Space on written notice to Host, or (b) cause host to use available insurance proceeds to repair and restore the Licensed Space and any other property damaged as a result of such fire or other casualty to its prior or better condition. If Licensee elects to terminate the License with respect to that Licensed Space, it shall remove all of Licensee's property from the affected License Space and restore the Licensed Space in accordance with Section 15 of this License Agreement. Any repair and restoration required by Licensee under this Section shall commence within sixty (60) days of date of Licensee's election and shall be completed no later than 120 days thereafter.

(b) **Condemnation/Taking.** If any Licensed Space or other nearby space is condemned or taken in any manner for a public or quasi-public use that could adversely affect the use of the Charging Stations, then the parties will use commercially reasonable efforts to find an alternate location for that Licensed Space elsewhere on Host's property. The costs of the relocation of any Charging Station shall be paid by Licensee. Licensee may file a separate claim to the condemning authority for any relocation award made as a result of that condemnation; provided, however, in no event shall such claim reduce the Host's award related to such condemnation or taking. On Licensee's sole election, Licensee may elect to terminate the License with respect to any condemned Licensed Spaced in lieu of relocation effective as of the date title to the Licensed Space is transferred to the condemning authority.

(c) **Suspension of Term.** During any time that any Licensed Space or any portion of it is under repair or being relocated pursuant to this Section, the License Term shall be temporarily suspended on a day-for-day basis.

9. **Limitation.**

To the fullest extent permitted by law, the Licensee agrees to indemnify and hold harmless the Host, and its officers and its employees, from and against all third-party liability, claims, and demands, on account of any injury, loss, or damage, including bodily injury or death (collectively, "Claims"), which arise out of or are connected with the Donated Stations or other Licensee obligation arising hereunder, if such Claims are caused by, or claimed to be caused by (1) the act, omission, or other fault of the Licensee or any subcontractor of the Licensee, or any officer, employee, or agent of the Licensee or any subcontractor, or any other person for whom Licensee is responsible or (2) Claims for Host's misappropriation or infringement of intellectual property. Licensee shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and reasonable attorneys' fees. Licensee's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Host.

Except as otherwise provided in this Agreement, and excluding a Licensee's indemnification obligations hereunder, if any, in no event shall either Party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the party), whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such Party.

**10. Insurance.**

(a) **Minimum Coverage.** Beginning on the Effective Date and continuing through the License Term, Licensee shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance (collectively "Required Insurance"):

(i) Workers Compensation Insurance required by applicable state laws; Employers Liability Insurance with limits of not less than \$500,000 each Accident; \$500,000 each Employee - Disease; and \$500,000 Policy Limit-Disease.

(ii) Full replacement Property Insurance (written on an "all risk" basis) for personal property, machinery, equipment and trade fixtures to be insured by Licensee. Licensee shall obtain an endorsement waiving rights to subrogation in favor of Host for losses covered by such Property policy.

(iii) Commercial General Liability insurance covering bodily injury, including death, and property damage (including loss of use thereof), personal/advertising injury, and products and completed operations, with limits of liability not less than the following amounts:

- (1) \$1,000,000 Per Occurrence Limit;
- (2) \$1,000,000 Personal and Advertising Injury Limit;
- (3) \$2,000,000 General Aggregate (Other than Products-Completed Operations); and
- (4) \$1,000,000 Products-Completed Operations Aggregate Limit.

(iv) Business Auto Liability Insurance covering all owned, non-owned and hired vehicles, with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(v) Umbrella coverage in the amount of \$4,000,000 per occurrence and \$4,000,000 in the aggregate.

(b) Licensee agrees that loss or damage to its owned or leased equipment, tools, or supplies used in performance of this License Agreement will be at Licensee's own risk.

(c) In addition to specific requirements imposed on insurance by this Section 10(a), insurance shall conform to all of the following:

A. All Required Insurance policies shall be primary insurance, and any insurance carried by the Host, its officers, or its employees shall be excess and not contributory insurance to that provided by the Licensee; provided, however, that the Host shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the services. The Licensee shall not be an insured party for any Host-obtained insurance policy or coverage.

B. The Licensee shall be solely responsible for any deductible losses.

C. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

D. Licensee shall notify Host no less than twenty-one (21) days prior to any cancellation, termination, or a material change in such policy.

(d) The Licensee's failure to obtain and continuously maintain policies of insurance in accordance with this Section 10 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Licensee arising from performance or non-performance of this Agreement. Failure on the part of the Licensee to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Host may immediately terminate this Agreement.

(e) Prior to commencement of the services, the Licensee shall submit to the Host applicable certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 10 and its subsections shall be indicated on each certificate of insurance. The Town may, at its election, withhold payment for services until the requested insurance policies are received and found to be in accordance with the Agreement.

11. **Signage.** Licensee shall not paint, place, erect, project, nor cause or permit to be painted, placed, erected, or projected, any sign, mark, or advertising device in, on, or about the Licensed Space or elsewhere on the Host's property without in each case first obtaining Host's written consent (which may be granted or denied in Host's commercially reasonable discretion). Licensee shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and Licensee shall be solely responsible for all costs and expenses associated with such permitting, the erection of such sign(s), and the maintenance and operation thereof. Notwithstanding anything to the contrary contained in this License Agreement, Licensee shall be permitted to place signs indicating that the licensed parking spaces are for the use of electric vehicles only.

12. **Assignment.** This License Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. Host recognizes that the License is not personal to Licensee. Neither party may assign its rights and obligations in and under this License without first obtaining prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that either party may assign its rights and obligations in and under the License Agreement to a wholly-owned subsidiary or successor by merger or acquisition at any time and without consent, provided further that such assignee agrees to be bound by the terms of this License Agreement.

13. **Taxes.** Licensee is solely responsible for personal property taxes imposed on Charging Stations, and any other equipment installed by it, that are located in a Licensed Space. All other real or personal property taxes related to each Licensed Space are the sole obligation of Host. Each party is responsible for its own income, franchise, margin, and similar taxes.

14. **Representations.** Each of Host and Licensee hereby represents and warrants to the other that it has the authority to enter into this License Agreement that this License Agreement is not in contravention of any other License Agreement or contract or obligation of Licensee or Host.

15. **Licensed Space on Termination.** Host hereby grants Licensee the right, upon the termination of this License Agreement, to enter upon the Licensed Space within 30 days after such termination and to remove any and all Charging Stations as well as any other ancillary property of Licensee relating thereto. Upon removal, Licensee shall ensure that all wiring is capped and left in a safe condition that is in compliance with all applicable laws. Licensee shall coordinate the removal of the Charging Stations with Host.

16. **Recordation.** Licensee may not record any memorandum or other documentation in the public registries that reflects Licensee's rights and its ownership of any property pursuant to this License Agreement without first obtaining Host's consent (and the consent of any lessor of Host) in each instance, which consent shall not be unreasonably withheld, conditioned or delayed.

17. **Access; Construction.** Subject to any restrictions and limitations on construction and access to the Licensed Space set forth in Section 5 above, Licensee may use each Licensed Space and Host's adjacent property for the construction and installation of the Charging Stations, and shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits, and Host. Only those materials and equipment that are being used directly in

the construction and installation of Charging Stations shall be brought to and stored on that Licensed Space and its adjacent areas. Licensee shall ensure that, subject to reasonable and unavoidable interruptions, all work is performed in a manner that affords continuous, reasonable access to Host's adjacent property.

18. **Intellectual Property.** As used in this License Agreement, "**Intellectual Property**" means all copyrights, patents, trademarks and service marks/names, all registrations for copyrights, patents, trademarks and service marks/names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this License Agreement, or through analysis of that information, data or knowledge. The parties agree that, as between them, Licensee has and retains ownership of all copyrights, trade secrets, patents, and other intellectual property rights in Licensee's Intellectual Property, and Host has no right, and may not obtain any right, in any Licensee Intellectual Property other than the specific trademark license granted pursuant to this License Agreement.

19. **Confidentiality Covenant.** In connection with their discharge of duties and responsibilities under this License Agreement, each of Licensee and Host may provide to the other certain confidential or proprietary information not publicly known. Licensee and Host agree to treat any confidential or proprietary information (as defined below) in the manner required by this License Agreement.

(a) **Confidential Information.** The term "Confidential Information" includes all information, data and knowledge concerning either party, including soft or electronic copies of data, the party's Intellectual Property or its operations, regardless of form, that is delivered or disclosed, in connection with the undertakings of the License Agreement by or on behalf of either party to the recipient in writing, electronically, orally or through visual means, or by which the recipient learns or obtains orally, through observation or through analysis of such information, data or knowledge; provided, however, if such information is oral or visual, it must be identified as secret, confidential or proprietary prior to disclosure and is summarized in a writing marked secret, confidential or proprietary and delivered within ten (10) days following the oral or visual disclosure or must, due to its nature or the context of its disclosure, be the sort of information that the recipient should reasonably deem to be confidential. Confidential Information does not include information that (i) was or becomes generally available to the public other than as a result of a disclosure by the recipient, (ii) was or becomes available to the recipient from a source other than either party or its Affiliates, so long as that other source is not bound by a confidentiality agreement regarding that information, (iii) was within the recipient's possession before the information was furnished to the recipient by the other party, or (iv) is independently developed by the recipient, provided that the development was by or on its own behalf without the use of, or any reference to, any Confidential Information.

(b) **Respecting Confidentiality.** Each party agrees to keep Confidential Information confidential. Each party agrees that it will not provide any Confidential Information to a third party, including, without limitation, the fee owner or ground lessee of any Licensed Space or proposed Licensed Space, unless the other party to this License Agreement has approved that in writing, and the third party is advised of and agrees to be bound by the provisions of this Section 21. Within fifteen (15) days of written request following a breach by the other party of the License Agreement, or on termination of the License Agreement, the recipient shall promptly return to the disclosing party all written or other tangible manifestations of material containing Confidential Information, and will not retain any copies.

(c) **Publicity.** Neither party will use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity or press releases or advertising or in any manner, including customer lists, without that party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

20. **Independent Contractors.** The parties shall act as and be independent contractors in the performance of this License Agreement. Nothing in the License Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this License Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

21. **Independent Agreements.** The parties acknowledge and agree that the rights and obligations under the License Agreement are separate and independent from, and shall not be conditioned on or affected by the performance or non-performance of the terms of, any other agreement between Licensee and Host.

22. **Notice.** Any notice provided or permitted to be given under the License Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as follows:

**If to Licensee:**

ChargePoint, Inc.  
254 East Hacienda Avenue  
Campbell, CA 95008  
Attn: \_\_\_\_\_

**With a copy to (which shall not constitute notice):**

ChargePoint, Inc.  
254 East Hacienda Avenue  
Campbell, CA 95008  
Attn: General Counsel

**If to Host:**

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a copy to (which shall not constitute notice):**

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each party may change its address for notice by giving notice thereof to the other party.

23. **Waiver.** The failure of a party to insist on strict performance of any provision of the License Agreement does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.

24. **Severability.** If any term of this License Agreement is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire License Agreement. Instead, this License Agreement shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the parties shall be construed and enforced accordingly, and this License Agreement shall remain in full force and effect as reformed.

25. **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Colorado without giving effect to conflict of law rules. The parties further agree that all actions brought under this License Agreement shall be brought in the State and Federal courts located in the Park County, Colorado.

26. **Construction.** The headings in this License Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this License Agreement or any

other provision hereof. When the context requires, the gender of all words used in this License Agreement shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

27. **Counterpart Execution.** This License Agreement may be executed in counterparts, which together will constitute one and the same agreement. Each party will have the right to rely on a facsimile or electronic signature on this License Agreement, and such signature shall be deemed an original signature for purposes of validity of this License Agreement. The parties agree that signatures that are transmitted electronically, including both facsimile and manual signatures, shall be binding as of the date signed and to the same extent as original signatures.

27. **Successors and Assigns.** Except as otherwise provided, this License Agreement shall apply to, and is binding on, the parties hereto, their respective successors and permitted assigns, and all persons claiming by, through, or under any of these persons.

29. **Written Amendment.** This License Agreement may not be modified except by a written agreement signed by both parties.

30. **Cumulative Rights.** The rights and remedies provided by this License Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under Applicable Law, in equity or otherwise.

31. **Further Assurances.** Each party agrees to execute (and acknowledge, if requested) and deliver additional documents and instruments and to perform additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this License Agreement.

32. **Survival.** Sections 4, 8, 9, 10, 11, 14, 16, 20, 21 and 27 shall survive the expiration, termination or cancellation of this License Agreement, regardless of reason.

33. **No Third Party Beneficiary.** This License Agreement does not confer any rights or remedies on any Person other than the parties and their respective successors and permitted assigns.

34. **Warranties.** The parties represent and warrant that each has the authority, power, and rights necessary to perform its obligations under this License Agreement, without violating the rights of any other party or applicable laws.

35. **Drafting Party.** This License Agreement expresses the mutual intent of the parties to this License Agreement. Accordingly, the rule of construction against the drafting party has no application to this License Agreement.

36. **Incorporation of Exhibits.** All documents or items attached to, or referred to in, this License Agreement are incorporated into this License Agreement as fully as if stated within the body of this License Agreement.

37. **Other Relationships.** Notwithstanding the foregoing, this License Agreement is expressly made subject to, and does not interfere with or alter, any existing relationships or contractual obligations between each party (or its Affiliates) and its partners, clients, service providers and other third parties. Neither party is prohibited from honoring any of these existing relationships or contractual obligations that otherwise may conflict with any term of this License Agreement.

38. **Force Majeure.** Neither party is responsible for any delay or failure in performance of any part of this License Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control. The License for the affected Licensed Space may be terminated without a Termination Fee or any other penalty by the party whose performance has not been affected if non-performance continues for more than thirty (30) days.

39. **Termination for Cause.** This License Agreement or the License for a particular Licensed Space may be immediately terminated for cause by either party in the event of the following:

(a) **Breaches.** The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for thirty (30) days after receipt of written notice, except for those breaches and failures to perform which cannot be cured within thirty (30) days in which case the breaching party shall have such time as is necessary, but not to exceed ninety (90) days, to cure such breach or failure to perform provided that the

breaching party has commenced the cure within ten (10) business days after receipt of written notice and diligently pursues such cure until completion.

(b) **Assigns.** The other party attempts to assign or otherwise transfer its rights, obligations, or duties under this License Agreement in a manner prohibited by this License Agreement.

(c) **Insolvency.** The other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

(d) **Uneconomic Purpose.** If any time after the five year anniversary of this Agreement, Licensee in its sole discretion determines that the Charging Stations cannot be operated at a profit, Licensee shall have the right to terminate this License by providing thirty (30) days prior written consent to Host.

Upon any termination for cause by Host pursuant to this Section 39, there shall be no termination fee or any other sum due from Host to Licensee. Host's right to terminate this Agreement otherwise is subject to Section 41 hereto. Upon any termination for cause pursuant to this Section 39, both parties are relieved of any further obligations contained in this License Agreement or the applicable Addendum for the terminated Licensed Space, as applicable, except for those that by their nature survive or may require performance after termination pursuant to Section 33.

40. **Compliance with Laws.** Licensee is responsible for and does represent that it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes), applicable to Licensee's use of the Licensed Space, this License Agreement or to the performance thereof and as may be applicable to Licensee's operation and ownership of the Charging Station.

41. **Early Termination.** Host shall have the one time right to terminate this Agreement as of the date that is seven (7) years after the License Commencement Date ("Termination Date"); provided, however, that Host delivers to Licensee (i) written notice ("Termination Notice") exercising its rights under this Section 41 no later than one hundred eighty (180) days prior to such Termination Date and (ii) deliver early termination fees to Licensee in accordance with the following schedule ("Early Termination Fee") to reimburse certain Project Costs to Licensee:

- a. Before Year 8 – Early Termination Fee equal to 50% of Project Costs;
- b. Before Year 9 – Early Termination Fee equal to 25% of Project Costs; or
- c. Before Year 10 – Early Termination Fee equal to 12.5% of Project Costs.

For purposes of this Section 41, Project Costs will include but are not limited to construction and labor, engineering, project management, utility, signage, shipping, warehousing, installation, and obtaining licenses, permits, or other approvals required to install the Charging Stations; Projects Costs will not include Licensee's equipment costs or costs to upgrade the Charging Stations. There may be further additional costs; however, in no event will the Early Termination Fee exceed Licensee's actual incurred costs. Licensee shall present the amount of the Early Termination Fee to Host within thirty (30) days of receipt of the Termination Notice. Host may void the termination within ten (10) days of receiving the amount of the Early Termination Fee. If Host timely and properly exercises its rights under this Section 41, Licensee shall return the Licensed Space to the condition required under Section 15 of this Agreement. If Host does not properly exercise its rights under this Section 41, Host shall be deemed to have waived its rights hereunder. Notwithstanding the foregoing, Host may terminate this Agreement immediately upon delivery of written notice to Licensee if Licensee fails to provide any services or breaches and conveys or obligations contained in Section 5 herein.

42. **Article X, Section 20 (TABOR).** The Parties understand and acknowledge that the Host is subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Host are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Host's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Host payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Host, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

**43. NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Host, its officials, employees, contractors, or agents, or any other person acting on behalf of the Host and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

**44. AFFIRMATIVE ACTION.** Licensee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Licensee will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**45. EMPLOYMENT OF OR CONTRACT WITH ILLEGAL ALIENS.** Licensee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Licensee shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, Licensee certifies as of the date of this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Licensee will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Licensee is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Licensee obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Licensee shall be required to notify the subcontractor and the Town within three (3) days that the Licensee has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Licensee shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Licensee's actual knowledge. The Licensee shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Licensee is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Licensee violates this provision, the Host may terminate this Agreement, and the Licensee may be liable for actual and/or consequential damages incurred by the Host, notwithstanding any limitation on such damages provided by this Agreement.

[signature page to follow]



Exhibit A – Licensed Spaces

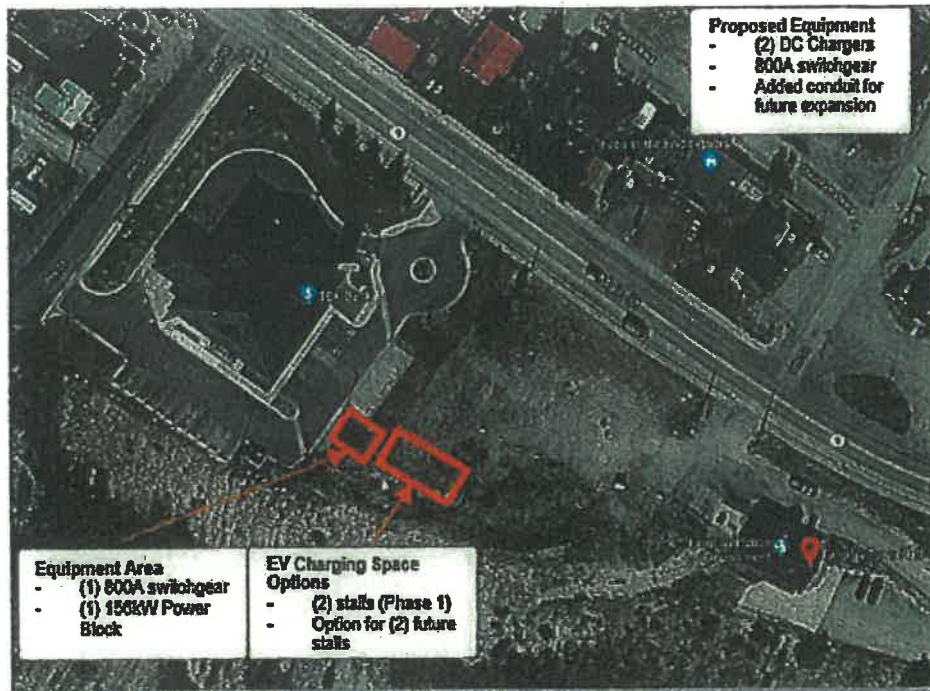
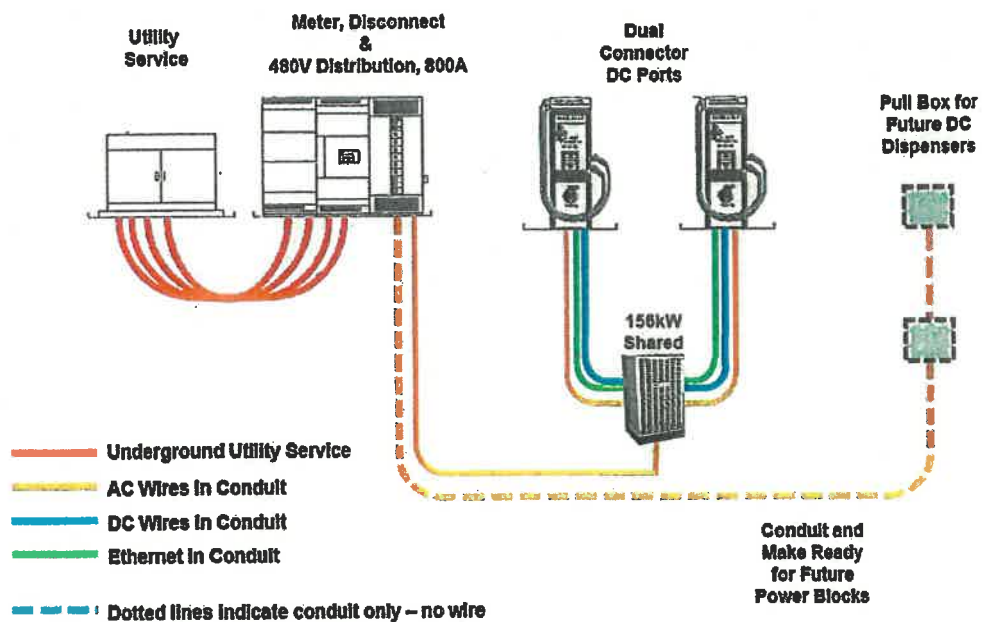


Figure A1 Parking lot site plan above shows the location context for the planned section of the Parking facility for the ChargePoint Express equipment installation.



**SIGNATURE PAGE TO CHARGING STA TION LICENSE AGREEMENT**

EXECUTED this \_\_\_\_\_ day of March, 2020.

**HOST**

Town of Fairplay

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Licensee**

ChargePoint, Inc.

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

Name: Rex S. Jackson

Title: Chief Financial Officer

Signature Page

Figure A2 EVSE design above shows details for the ChargePoint electric vehicle supply equipment installation. Site specific details will be confirmed with engineered design and utility coordination.

## Exhibit "B"

### Installation Scope of Work TO BE COMPLETED WITH SITE SPECIFIC INFORMATION

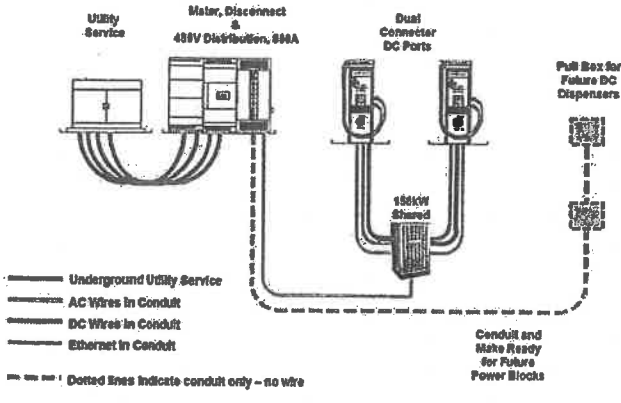
#### 1. Statement of Work

Design, engineering, and construction phases include the following:

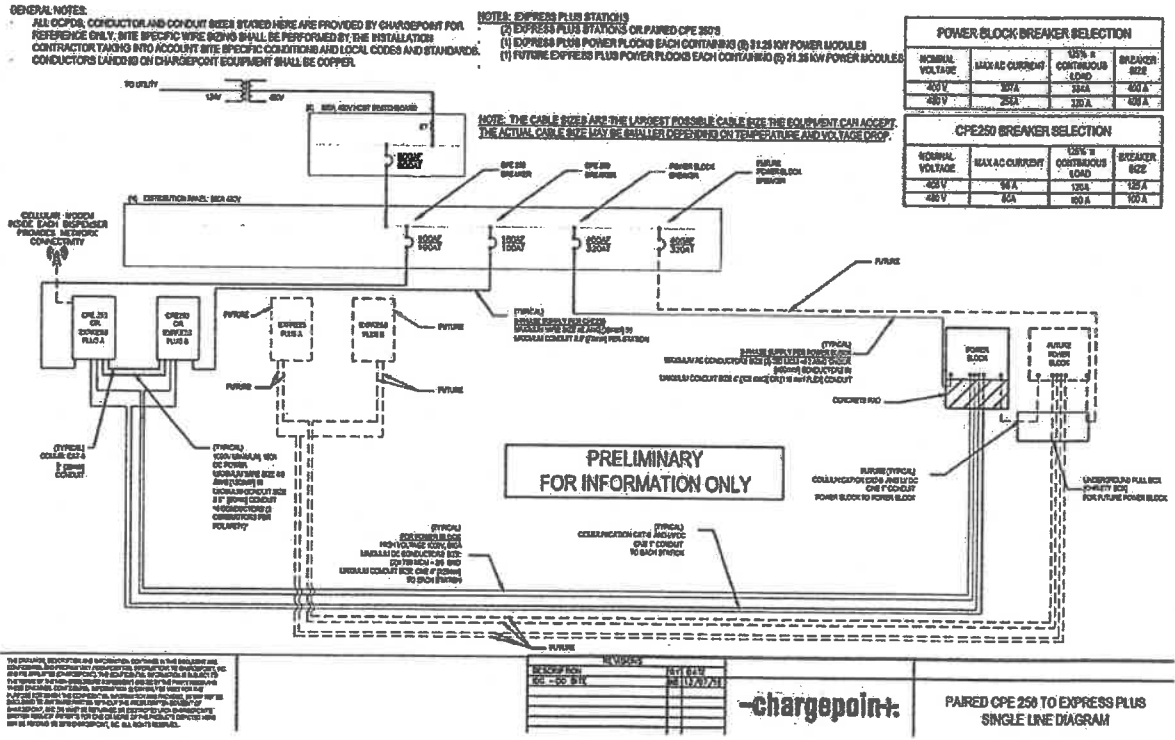
- Generate construction documents
- Process utility design and contract
- EV charging only sign and Colorado logo on equipment
- Site host approval of design prior to submittal for permit
- Acquire permit and utility design approval
- Pre-construction meeting with site host, contractors, city staff, and utility
- Construction may include: utility mark-out, saw cutting, landscape removal, trench/bore, install conduit and back-fill trench, form up foundations and pads, pour concrete for foundations and pads, repair landscape, repair asphalt, paint stall markers and stencils, install EV only stencil and sign; perform inspections; activate and commission equipment; site host training and walk through
- Install directional signage along roadway (coordination with CDOT/site host)
- Local jurisdiction inspections and approvals
- Coordination with utility interconnection - construction may include: transformer installation/excavation, trench/bore; install conduit and backfill; restore ground/asphalt/concrete; power shut-off may be required prior to service activation
- Provide as-built documents to Colorado Energy Office and site host

#### 2. Clarifications

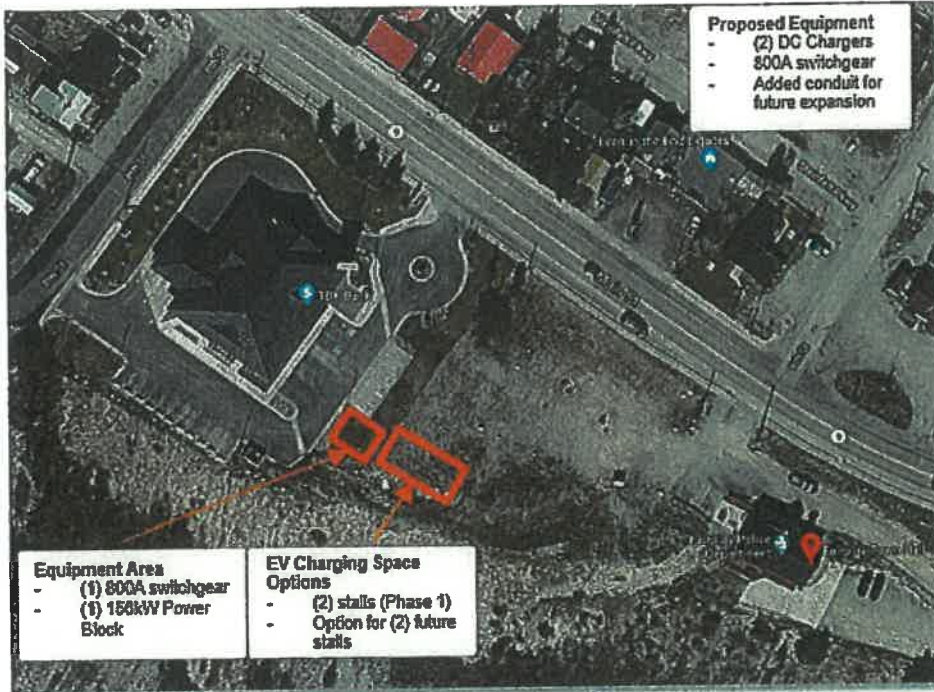
#### 3. Excluded Items Outside of Agreement



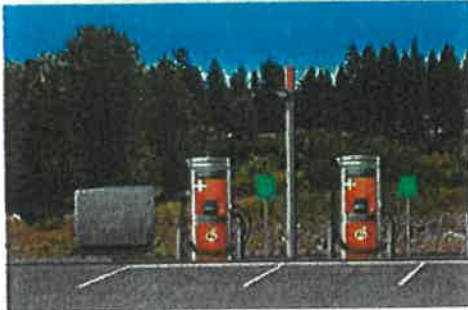
### 7. Single Line Diagram



#### 4. Overhead Map View



#### 5. Focused Installation View



#### 6. Site Design Layout



#### H. Public Entities

If Licensee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Licensee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Licensee shall ensure that the Subcontractor maintain at all times during the terms of this Licensee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

#### I. Certificates

For each commercial insurance plan provided by Licensee under this Agreement, Licensee shall provide to the State certificates evidencing Licensee's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Licensee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Licensee's subcontract is not in effect as of the Effective Date, Licensee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Licensee's execution of the subcontract. Within 15 following the expiration date of Licensee's or any Subcontractor's coverage, Licensee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Licensee shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §\_\_.

### 2. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S.

#### A. Colorado Open Records Act Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the Colorado Open Records Act.

#### B. Indemnification

##### General Indemnification

Licensee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Licensee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

**3. GOVERNMENTAL IMMUNITY.**

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

**4. INDEPENDENT CONTRACTOR**

Licensee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Licensee nor any agent or employee of Licensee shall be deemed to be an agent or employee of the State. Licensee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Licensee or any of its agents or employees. Unemployment insurance benefits will be available to Licensee and its employees and agents only if such coverage is made available by Licensee or a third party. Licensee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Licensee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Licensee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

**5. COMPLIANCE WITH LAW.**

Licensee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**6. CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not 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 shall not invalidate the remainder of this Agreement, to the extent capable of execution.

**7. BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.



Chief of Police – **Marcus J. Woodward**  
FAIRPLAY POLICE DEPARTMENT



March 16, 2020

To: Town of Fairplay Board of Trustees  
From: Chief of Police, Marcus Woodward  
Re: February 2020 Monthly Police Report

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Chief Woodward would like to inform the Town Board of Trustees and Staff with the following information:

As of December 31, 2019, AXON stopped sales, software, parts and support for the less lethal electrical conducted weapon, the TASER X26, which it had been phasing out since 2014. The Fairplay Police Department owns 5 X26's which are now obsolete. The TASER being an excellent tool to gain control of a combative subject with minimum injury to both Officers and the subject when de-escalation has failed, it is essential to re-equip the Fairplay Police Department with the X26's replacement: the TASER X26P. There are two methods by which the Department can purchase the equipment using budgeted funds currently available for equipment expenditures.

The below described option is the affordable option which also allows for a 5 year warranty verses a 1 year only warranty if the TASER X26's are purchased in the full amount option. We are only purchasing 3 X26 Tasers.

Taser 60 Basic:

**-\$306 per weapon per year**

-you receive the X26P handle, battery (of your choice), holster, (2) training cartridges and a 5-year warranty on year one.

-Any additional cartridges or batteries would be purchased a la carte as needed.

---

**Month of February 2020, the FPD responded to 126 total calls for service to include:**

*Records Management System requiring documented case reports: 28*

7 - Animal calls

0 - Abandoned Vehicles

2 - Assaults/Sex Assaults

1 - Abandoned/Found/Lost Property

0 - Arrest Warrants obtained

3 - Bar Checks



901 Main St ~ PO Box 267 Fairplay, CO 80440  
P: 719-836-2840 F: 719-836-2849 Email: mwoodward@fairplayco.us

3 - Burglary/Fraud/Theft	16 - Business Checks/Directed Patrols
6 - Citizen assists	2 - Civil Keep the Peace Responses
0 - Civil Paper Service	0 - Child Abuse/Adult Abuse
2 - Criminal Trespass	6 - Colorado State Patrol Assists
1 - Criminal Mischief	2 - Code Violations
2 - Criminal Summons issued (County)	1 - Drugs/Drug Related
1 - Domestic Violence Arrest/Responses	1 - Disorderly Conducts
3 - DUI's, REDDI Reports	0 - Department of Human Services calls
5 - Emergency 911 calls	1 - Enhanced Court House Security
1 - Event duty assignments	1 - Fire Alarms/ Intrusion Alarms
0 - Fingerprints	5 - Harassment
0 - Homeless Persons Calls/Assists	6 - Investigation Follow-ups
3 - Juvenile Complaints/Investigations	0 - Menacing/Arrests
2 - Medical Responses	2 - Mental/Suicidal calls
0 - Missing Person Reports	0 - Neighbor Disputes/complaints
2 - Other Outside Agency assists	1 - Panic Alarms
7 - Park County Sheriff Assists	0 - Parking Complaints/Violations
0 - Runaway Reports	0 - Sex Offender Registrations
0 - School Safe to Tell calls	0 - Structure, Land Fires/Car Fires
9 - School Security Assignments	3 - Suspicious Persons
2 - Search Warrant Obtained	5 - Traffic Accidents
1 - Traffic Arrests	11 - Traffic Citations issued
4 - Traffic Control Assignments	9 - Verbal Traffic Warnings issued
0 - VIN Inspections	1 - Vehicle Impound



FAIRPLAY POLICE DEPARTMENT  
 901 Main St ~ PO Box 267 Fairplay, CO 80440  
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0 - Violation of Protection Order/Arrests

4 - Witness/Suspect Interviews

1 - Welfare Checks

1 - Warrant Arrests



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P: 719-836-2840 F: 719-836-2849 Email: [mwoodward@fairplayco.us](mailto:mwoodward@fairplayco.us)



**PUBLIC WORKS**  
**MONTHLY STAFF REPORT**  
**February 2020**

**Wastewater Treatment Plant Performance**

**FEBRUARY FLOWS**

Influent, monthly flow:	2.966 MG	2019: 2.863 MG	2018: 2.643 MG
Peak daily flow:	.139 MGD	.151 MGD	.154 MGD
Low daily flow:	.085 MGD	.088 MGD	.077 MGD
Average daily flow:	.010 MGD	.113 MGD	.094 MGD

BOD: Effluent Limit: Monthly 30 mg/l average; Peak 45 mg/l 7-day average  
INFLUENT: 349 MG/L    EFFLUENT: <2MG/L    REDUCTION: 99.4%

SUSPENDED SOLIDS: Effluent Limit: Monthly 30 mg/l average; Peak 45 mg/l 7-day average  
INFLUENT: 258 MG/L    EFFLUENT: 5 MG/L    REDUCTION: 98.1%

*BOD and Suspended Solids require an 85% reduction from influent to effluent.*

PHOSPHOROUS: Projected 2035 limit 3.66 mg/l  
INFLUENT: 7.99 MG/L    EFFLUENT: 3.76 MG/L    REDUCTION: 53%

AMMONIA Effluent Limit: 31.1MG/L  
INFLUENT: 42.01 MG/L    EFFLUENT 0.04 MG/L    REDUCTION: 99.9%

TOTAL INORGANIC NITROGEN: Projected 2035 Total Inorganic Nitrogen Limit 38 mg/l  
EFFLUENT TIN: 21.16 mg/l

E-COLI: Effluent Limit: 1,920 MPN average per month; Peak 7-day average 3,840 MPN  
EFFLUENT: <1 MPN

- OPERATORS REPORT
- Vaughn gave the B certification test another try. Better luck next time.
- We had our CDPHE inspection February 19<sup>th</sup>. It went very well. The inspector asked us to change the way we report the Total Suspended Solids on the Discharge Monitoring Report (DMR). Those corrections were made while the inspector was here. He also asked us to fill out some questionnaires on the collection system and lift station, which were also done while he was here. The inspector said CDPHE is behind on issuing discharge permits. Our permit is due up in June. We will most likely get an indefinite extension of our current permit for a year or a few years. We are in good shape.
- Regular maintenance took up the rest of the month.

**Water System**

Water System ran smoothly in February.

## Public Works

1. 2020 Paving Projects

Contract to be awarded to PMS.

2. New Aerator for the Sanitary plant pond

To be ordered in March.

3. New Atv

Team decided to continue using golf cart and not buy ATV for watering flowers. Going to secure additional tools for shop instead, ie. Air compressor, mig welder, etc..

4. Vaughn passes B license for the Treatment Plant

Vaughn did not pass the test in February, will try again in the next couple of months.

5. Sludge Removal

To be done this summer.

6. 1/3 Sewer line cleaning

To be done this summer.

7. River Park Entrance signage

Contract awarded to Schlosser for sign. No bids received for parking lot or access road. Frank's company looking at the work.

8. Study Water capacity

To be done in the first and second quarter of the year.

9. Improve Stairs town Hall

To be complete in the spring or fall.

10. Paint Lift station building

To be completed in the spring or fall.

11. Paint Public Works Office

To be completed in the spring or fall.

12. Standards for Streets and utilities

Final draft being reviewed by the board for comment.

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

To be completed by June 2020.

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

To be completed by second quarter.

15. Continue to improve SCADA.

Will improve as needs arise this year.

