

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, September 21, 2020 at 5:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay Colorado AND virtually via GoToWebinar**

Virtual Access Information to Join via Internet:
<https://attendee.gotowebinar.com/register/915217395982095887>

Connect via Phone: Dial (213)-929-4212

Enter Access Code 805-425-163

PLEASE SEE DETAILED INSTRUCTIONS AT THE END OF THE AGENDA

- I. **CALL TO ORDER WORKSESSION AT 5:00 PM**
 - A. **Worksession Regarding Water Supply Evaluation with SGM Engineering**
- II. **CALL TO ORDER REGULAR MEETING AT 6:00 PM**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ROLL CALL**
- V. **APPROVAL OF AGENDA**
- VI. **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**—August 17, 2020.
 - B. **APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$322,596.04
- VII. **SWEARING IN OF NEW POLICE CHIEF BO SCHLUNSEN AND POLICE SERGEANT BARB GROVER**
- VIII. **CITIZEN COMMENTS**
- IX. **UNFINISHED BUSINESS**
 - A. Other Discussion Items.
- X. **NEW BUSINESS**
 - A. Should the Board Approve Adoption of Resolution No. 29, series of 2020, Entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO EXTENDING REVOCABLE LICENSE AGREEMENTS FOR THE USE OF TOWN-OWNED PROPERTY WITH TIM MILLONZI/TAKA-SUSHI, INC., DBA MILLONZI’S RESTAURANT, BOBBY MCCALL/MCCALL ENTERPRISES, DBA MCCALL’S PARK BAR, AND ELLEN CANCHOLA/SOUTH PARK PUB AND GRILL, DBA PLATTE RIVER SALOON.”?**
 - B. Should the Board Approve Adoption of Resolution No. 30, series of 2020, Entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO ADOPTING THE PARK COUNTY HAZARD MITIGATION PLAN UPDATE DATED SEPTEMBER 2020.”?**
 - C. Other New Business
- XI. **BOARD OF TRUSTEE AND STAFF REPORTS**
- XII. **ADJOURNMENT**

Upcoming Meetings/Important Dates

Regular Board Meeting	October 5, 2020
Staff Barbeque at Town Hall (Noon)	October 9, 2020
Regular Board Meeting	October 19, 2020

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, Sept. 17, 2020.

How to Participate in Virtual Meetings Using GoToWebinar

To help control the spread of the COVID-19 virus the Town of Fairplay will be conducting Town Board meetings both virtually and in person encouraging public participation as usual. These efforts will keep the community, elected officials, staff and residents safe while continuing to conduct important Town business

The Town will be using a virtual meeting format, in conjunction with the usual in person format, for the Town Board of Trustee meetings until further notice and will be utilizing GoToWebinar for the virtual component. To comply with State and County COVID-19 guidelines there will be a limited number of individuals allowed in the meeting room at one time. There will be additional overflow seating provided and **attendees will be asked to wear masks if attending in person**. The public may also participate virtually and the instructions below are provided to describe the various ways this can happen.

*****If you have any symptoms of COVID-19 or are feeling unwell, please attend our meetings virtually. If you are exhibiting symptoms you will be asked to leave the meeting room.*****

The link which will allow you to register for the meeting will be posted on the Town of Fairplay website, www.fairplayco.us under the "Mayor and Board of Trustees" tab and on the most recent agenda. On the most recent agenda there will be a link. Once you follow the link you will need to register for the meeting by providing your full name and email address. **Once you register, you will receive an email with a link and phone number you can use to join the meeting by web or by phone.**

Please note that if you plan to call into the meeting by phone **you must email your public comments to info@fairplayco.us by 4:30pm the day of the meeting.**

TO COMMENT IN ADVANCE IF YOU ARE PLANNING TO ATTEND BY TELEPHONE OR PHONE APP:

- Email info@fairplayco.us to submit your question/comment.
 - **Please be aware that if you join by telephone or phone app you will not be able to ask questions, participate in public hearings or make comments via voice. All public comments must be emailed prior to 4:30pm.**
 - Your comments will be included in the record and read at the appropriate time during the meeting.

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, Sept. 17, 2020.

TO JOIN THE MEETING BY TELEPHONE OR PHONE APP:

- You will need to register for the meeting via the link provided on the agenda and located on the Fairplayco.us website under “Mayor and Board of Trustees” and on the most recent agenda. You will see a link on the agenda to the registration page. Please enter your full name. After you fill out this form you will be sent an email that will provide instructions on how to join the meeting. **You are encouraged to do this ahead of time.**
- Join the live meeting through the instructions GoToWebinar sent to your email address after you followed the step above and registered.
- **If you are joining by telephone you will be required to enter an access code which is located below the “join in” phone numbers. Please note that you must complete the registration prior to receiving the call-in number and access code.**
- You will be joined to the meeting and automatically muted.

JOINING THE MEETING BY WEB AND COMMENTING:

- Join the live meeting through the instructions above.
- You will be joined to the meeting and automatically muted.
- You will be able to comment and/or ask questions by “chat” if attending by internet.
- You will be unmuted in certain cases, such as public hearings or at the Boards request, and able to speak directly to the Board and audience. **Please note you will still need to notify the moderator of your desire to speak via the “raised hand” feature or by commenting to organizers via the chat.**

HELPFUL TIPS FOR A GOOD VIRTUAL MEETING EXPERIENCE:

- If joining through the web, log on 5 minutes before the start of the meeting, since some online products require downloads and installations
 - Please be aware when downloading GoToWebinar to ensure you are on the official website. Scammers have been setting up downloads which, at first glance, appear to be run by GoToWebinar, but in actuality are not and can give a virus to your computer.
- Turn off nearby cellphones if you are using a computer to connect.
- Using a headset or headphones is recommended if listening online.
- **Only** have the virtual meeting application on your computer. If you are running other programs like email or have additional websites open in your browser, it may interfere with your ability to hear or see the information. For best results close all other windows and applications.
- Please limit distractions when possible—i.e. background noise, conversations with others, etc. when you are unmuted.
- Video streaming is a relatively new technology so please be mindful of the following things when connecting via the internet.
 - If you have an older computer, you may be better served by calling in by telephone.
 - If your internet is not reliable consider calling in by telephone

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, Sept. 17, 2020.



MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Assistant Town Administrator and Public Works Director

RE: Water System Evaluation

DATE: September 17, 2020

In 2018 we experienced a significant water line break in the middle of an extremely dry summer. While the Town was still more than able to provide water to each system user the event caused staff, via direction from the Board, to begin an overall evaluation of the Town water system.

In 2019 the Town contracted with SGM Engineering, Inc. to begin an in-depth dive into the Towns water system. Upon the conclusion of the first study it was determined that an additional study would be needed in order to drill down into steps the Town can take to improve the redundancy and robustness of the water system in the future.

In your packet you will find the request for proposal staff sent for the second study as well as both of the studies themselves.

Angie Fowler from SGM is here tonight to go over the findings of the study with you all and answer any questions you may have.

WATER SUPPLY EVALUATION AND DEVELOPMENT PLAN

TOWN OF FAIRPLAY



August 2020

Prepared by



555 RiverGate Ln, Suite B4-82
Durango, CO 81301
970.385.2340
970.385.2341 fax

WATER SUPPLY EVALUATION AND DEVELOPMENT PLAN

TOWN OF FAIRPLAY

PREPARED BY

DAVID SCHIOWITZ, PG
WILLIAM HAHN, PG
HAHN WATER RESOURCES

REVIEWED BY

ANGIE FOWLER, PE

SGM Project # 2018-499.006

TABLE OF CONTENTS

1.0	Introduction	1
2.0	Evaluation of the Water System Demands and Capacity	1
2.1	Current Demands and Capacity	1
3.0	Beaver Creek Watershed Hydrogeology	2
3.1	Hydrogeology Overview	2
3.2	Local Groundwater Resource Availability	3
3.2.1	Groundwater Recharge	3
3.2.2	Subsurface Flow	4
4.0	Well Inspections, Aquifer Testing, and Well 1 Rehabilitation	5
4.1	Well Inspections	5
4.2	Well and Aquifer Testing	6
4.2.1	General Well Pumping Background and Information	6
4.2.2	Well Testing Approach/Methodology	6
4.2.3	Well 2R Testing Results	7
4.2.4	Well 3R Testing Results	7
4.2.5	Well 1 Testing Results	7
4.2.6	Well 1 Rehabilitation	8
4.2.7	May 5, 2020 Water System Issues	8
4.2.8	Well 1 Pump Performance	8
4.2.9	Wells 2R and 3R Rehabilitation	9
5.0	Groundwater Development Plan	9
5.1	Replace Well 1	9
5.2	Install a Supplemental Well to Well 1	10
5.3	File for an Alternate Point of Diversion	10
5.4	Replace Well 4R	11
5.5	Activate Infiltration Gallery	11
5.6	Activate Well 4 with a GWUDI Classification	11
5.7	Install a Horizontal Well	12
5.8	Cost and Ranking	12
6.0	Conclusions & Recommendations	13
7.0	References Cited	14

LIST OF TABLES

- Table 1. Water Demands
- Table 2. Existing Well Capacity
- Table 3. Beaver Creek Estimated Mean Monthly Flow
- Table 4. Subsurface Parameters
- Table 5. Well Summary
- Table 6. Alternative Summary

LIST OF FIGURES

- Figure 1. Vicinity Map
- Figure 2. Well Site Map
- Figures 3a-3c. Well 2R Step Discharge Test
- Figures 4a-4c. Well 3R Step Discharge Test
- Figure 5. Well 1 Constant Discharge Test

LIST OF APPENDICES

- Appendix A. StreamStats Results
- Appendix B. Well No. 1 Information
- Appendix C. Well No. 2R Information
- Appendix D. Well No. 3R Information
- Appendix E. Well No. 4 Information
- Appendix F. Well No. 4R Information

1.0 Introduction

The purpose of this report is to document the results of the SGM Team's (SGM and William Hahn of Hahn Water Resources) water supply evaluation of the Town of Fairplay's (Town) potable water system. SGM conducted a preliminary water system evaluation in 2019 (SGM, August 2019) and determined that the Town's water system is operating at the margins of its capacity and needed to evaluate options to improve its water supply before increasing water system demands (i.e., new developments).

This water supply evaluation included the following tasks:

- Updated and revised the existing water system demands and capacity,
- Conducted a hydrogeologic review of the Beaver Creek watershed,
- Inspected the Town's wells,
- Conducted aquifer testing,
- Rehabilitated Well 1, and
- Developed a water supply alternative development plan which documents the:
 - a. Results of the water supply evaluation,
 - b. Prioritization of upgrades to the existing water supply system, and
 - c. Recommendations.

2.0 Evaluation of the Water System Demands and Capacity

2.1 Current Demands and Capacity

The average daily demand (ADD) for the Town's water system is approximately 125,000 gallons per day (gpd) or 87 gallons per minute (gpm) if the wells were pumped continuously. **Table 1** shows the average monthly water demands based on the Town's well meter readings for the period of record from 11/1/2017 to 2/1/2019. Daily demands ranged from a minimum of 102,058 gpd (71 gpm) in April to a maximum of 160,025 gpd (111 gpm) in July.

Table 2 summarizes the current capacity data obtained during testing of the Town's three production wells.

SGM typically recommends using a 2/3 utilization schedule for groundwater sources, which means that a well would be pumped for 16 hours and rested for 8 hours a day. However, based on the hydrogeologic conditions in the wellfield and results of the aquifer testing completed on the Town's wells, SGM recommends that Wells 2R and 3R be pumped for about 20 hours and rested for 4 hours a day. SGM recommends pumping Well 1 for about 16 hours and allowing the well to rest for 8 hours a day. This schedule will help sustain the alluvial and shallow bedrock aquifers, prolong pump life, and help preserve instantaneous pumping rates of the wells. Using this schedule, the average daily capacity is 157,200 gallons.

Based on this analysis, the Town will have a shortfall during periods of peak demand during the summer or when one of the well goes off line (pump failure, water line break, etc.) requiring the Town to operate the wells for longer periods of time, and/or draw down its storage tank. Prolonged pumping of the wells without rest will likely reduce the instantaneous pumping rate of the wells and shorten the overall life of the pumps.



Table 1. Town of Fairplay Water Demands

Month	Acre Feet	Gallons Per Month	Gallons Per Day	GPM
January	11.84	3,857,167	124,425	86
February	10.56	3,440,619	122,879	85
March	11.24	3,661,777	118,122	82
April	9.40	3,061,734	102,058	71
May	11.31	3,685,460	118,886	83
June*	--	--	--	--
July	15.22	4,960,760	160,025	111
August	12.43	4,051,954	130,708	91
September	12.12	3,948,608	131,620	91
October	11.56	3,767,745	121,540	84
November	12.43	4,049,718	134,991	94
December	10.30	3,356,556	108,276	75
Average	11.67	3,803,827	124,866	87

*June 2018 records were not used in the average because of a water main break.

Table 2. Existing Well Capacity

Well	Instantaneous Capacity (gpm)	Utilization Factor	Daily Capacity (Gallons)
1	70	67.7%	67,200
2R	30	83.3%	36,000
3R	45	83.3%	54,000
Total	145		157,200

SGM applied a peaking factor of 2 to estimate the maximum daily demand (MDD) of approximately 250,000 gallons or 174 gpm. This exceeds the Town's current capacity of 145 gpm, indicating the potential for water shortages and drawdown of the Town's storage tanks. These results are consistent with the current demands documented in the SGM August 2019 report.

3.0 Beaver Creek Watershed Hydrogeology

3.1 Hydrogeology Overview

The Town's wellfield lies in the Beaver Creek watershed, a high-mountain watershed draining an area of approximately 10.1 square miles ranging in elevations from 8,600 to 12,000 feet. Beaver Creek is an ungagged tributary to the South Platte River and the wellfield is in the lower reaches of the watershed (**Figure 1**).

The geology in this area is complex and includes both sedimentary and igneous intrusive rocks. Sedimentary rocks belonging to the Minturn Formation underlie the wellfield area. These rocks consist of sandstones, shales, and thin beds of limestone.

Beaver Creek has eroded a narrow, 300 to 400-foot valley in the vicinity of the wellfield. The valley is filled with a mix of alluvial and glacial sediments to depths of up to about 50 feet. These sediments are underlain by fractured and weathered bedrock consisting of sandstone and shale. The portion of the Beaver Creek valley immediately below (south) of the wellfield is occupied by spoils left by a hydraulic dredging process employed in the recovery of placer gold.

One of the Town's wells (Well 1) obtains its water from shallow bedrock (≈ 220 feet) adjacent to and underlying the alluvial/glacial sediments. Well 1 may have penetrated a thin bed of limestone, although the drilling log only notes sandstone and shale. The remaining two wells (Wells 2R and 3R) obtain their water from the shallow alluvial/glacial sediments at depths of less than 50 feet.

3.2 Local Groundwater Resource Availability

Groundwater development potential of the Beaver Creek watershed was estimated using two independent approaches: a) estimate of the annual groundwater recharge for the watershed above the wellfield (i.e. estimated the amount of precipitation and infiltration into the aquifer); and b) estimated subsurface flow passing the wellfield that might be intercepted by wells.

3.2.1 Groundwater Recharge

No gages exist within the Beaver Creek watershed that measure surface discharge from the basin. As a result, there are no means by which a watershed model could be calibrated in the absence of surface water measurements. As such, a watershed model could only provide a rough estimate of the watershed yield and the groundwater development potential. To characterize the Beaver Creek watershed above the Town's wellfield SGM used the United States Geological Survey's (USGS) StreamStats application. StreamStats is a Web application that provides access to an assortment of Geographic Information Systems (GIS) analytical tools that are useful for water-resources planning and management, and for engineering and design purposes. Results from the analysis are included in **Appendix A. Table 3** summarizes the estimated mean monthly flows and volumes in Beaver Creek calculated from the StreamStats application.

Recharge to the aquifer was estimated using a 2011 study by CDM "Upper Mountain Counties Aquifer Sustainability Project – Final Report" which documented that in Park County the average groundwater recharge rate was approximately 2.3 inches per year. Given that the Beaver Creek watershed is 10.1 square miles (6,464 acres) the estimated recharge rate using the CDM information is approximately 1,238 acre-feet (AF) per year in the watershed above the wellfield. This quantity of recharge does not represent the amount of water that may be available for development. A portion of the recharge includes baseflow discharges that occur within a few months of recharge events. CDM estimated that in Park County, approximately 62.7% of the total recharge was available for development; therefore, potentially developable annual recharge in the Beaver Creek watershed above the wellfield is approximately 777 AF.

SGM reviewed permitted and constructed wells in the Beaver Creek watershed above the Town's wellfield and determined that there are approximately 41 which are generally used for household use only, domestic, and stock watering (Exempt Wells). Exempt wells are typically limited to a withdrawal of no more 15 gpm and are usually limited to approximately 1.0 AF per year; therefore, it is estimated that there is an annual withdrawal from other wells in the area above the Town's wellfield of approximately 41 AF.

Table 3. Beaver Creek Estimated Mean Monthly Flow

Month	Mean Flow* (cfs)	Mean Volume (AF)
January	1.9	114
February	1.7	96
March	1.9	114
April	3.9	231
May	28	1,722
June	56.7	3,374
July	20	1,230
August	8.2	504
September	4.8	286
October	3.8	232
November	2.8	165
December	2.1	130
Average/Total	11.3	8,198

The Town wells typically produce approximately 130 AF per year from its wellfield leaving a net recharge of approximately 606 AF per year. Note that annual recharge will fluctuate with climatic conditions and could decrease due to sustained drought conditions.

3.2.2 Subsurface Flow

We conducted an independent calculation of subsurface outflow from the basin, where that outflow represents the combined subsurface flow through the alluvial sediments underlying the wellfield and the shallow bedrock. In this analysis it was assumed there was no surface flow in Beaver Creek and that all flow was leaving the watershed as groundwater that potentially could be recovered. The analysis was based on the parameters listed in **Table 4**.

Table 4. Subsurface Parameters for Independent Evaluation

Parameter	Value	Source of Estimate
Alluvial width	400 ft	Measured
Shallow bedrock width	400 ft	Assumed equal to alluvial width
Alluvial (saturated) thickness	31 ft	Est from well logs
Bedrock (saturated) thickness	20 ft	Est from well logs
Hydraulic conductivity alluvium	50 ft/day	Est from well testing (Lytle)
Hydraulic conductivity bedrock	340 ft/day	Est from well testing (Lytle)
Hydraulic gradient (alluvium and bedrock)	0.028	Assumed equal to slope of Beaver Ck

Subsurface flow through a cross-section of the alluvium and shallow bedrock at the wellfield was estimated to be about 1 cfs (about 2 AF per day) or 724 AF per year, which is within the range of the groundwater recharge estimate discussed previously (777 AF per year). It should be noted that there is significant uncertainty in this estimate and the degree to which this water could be intercepted by a wellfield.

4.0 Well Inspections, Aquifer Testing, and Well 1 Rehabilitation

4.1 Well Inspections

The Town's wellfield is in the Beaver Creek watershed and includes the following structures: Well 1 (a shallow bedrock well), Well 2R, Well 3R, Well 4R, Well 4 (original well), and an infiltration gallery (Figure 2). Table 5 summarizes the permit and construction details for the wells. Three wells (Well 1, Well 2R, and Well 3R) are approved for use in a public water system by the Colorado Department of Public Health and Environment (CDPHE) and have valid well permits issued by the Colorado State Engineer's Office (SEO), Division of Water Resources. Well 4 is equipped with a pump but has not been certified for use in the Town's water system by CDPHE. Well 4R was drilled as a replacement for Well 4 (original well). Unfortunately, the yield of Well 4R was low (about 15 gpm) and did not warrant connecting the well to the system. The well has been retained by the Town as a monitoring and observation (M&O) well. Completion details for these wells are provided in Appendices B through F. In some cases, these drawings have been reproduced from prior studies. The drawing for Well 1 shows the well's construction as inferred from the well completion report filed with the SEO combined with information obtained in a down-hole video inspection performed in April 2005 by Layne Western.

Table 5. Well Information (all depths in feet below ground surface)

Well	Permit No.	Drilled Total Depth	Completed Depth	Screened Interval	Pump Intake Depth	Pumping Rate (gpm)	Comments
Well 1	36001-F	219	219	98-197	124	70	Alluvial well
Well 2R	36000-FR	50	50	39-46	≈ 49	38	Alluvial well
Well 3R	35999-FR	69	65	40-61	≈ 53	50	Alluvial well
Well 4	36002-F	48.5	47	27-42	-	≈40	Alluvial well, not permitted for use
Well 4R	36002-FR	-	-	-	-	<15	Permitted as observation well
Infiltration Gallery	36650-F	-	-	-	-	≈100	Alluvial source

Water produced by Wells 1, 2R, and 3R is conveyed through separate pipelines to a pumphouse where the water is metered, chlorinated, and delivered to a 500,000-gallon storage tank adjacent to the building, where the discharge from the wells is combined. This building houses the metering, electrical, and chlorination equipment associated with the wells (hereinafter referred to as the plant). Water is conveyed to Town from the 500,000-gallon tank.

Surface facility inspections (excluding the infiltration gallery) were conducted in March 2020. Surface facilities at the operating wells (Wells 1, 2R, and 3R) are in good condition. Each well

is finished with a concrete apron in full contact with the surface casings. Electrical switchgear is housed in a weather-resistant metal cabinet. Each well is surrounded by a 6-foot chain link fence and gate with locked access. The well-heads are each equipped with a bolted well cap that includes an inverted, screen-covered breather cap.

All wells are equipped with submersible pumps. In the case of Well 1, the pump is suspended on a spool-type pitless adapter. Wells 2R and 3R are equipped with side-mounted pitless adapters. None of the wells had provision for measuring water levels at the time of the inspection. In the case of Well 1, the pitless spool (located about 10 feet below the top of casing (TOC)) occupied the full interior of the casing and there was no means to gain access to the water levels except through machined passages for wires. An airline was installed in Well 1 once the pump and spool had been removed in preparation for well rehabilitation activities. In the case of Wells 2R and 3R, there was sufficient clearance between the 8.625-inch casing and the pitless unit to gain access to water levels.

There are several improvements to the surface facilities at Well 4 that would be required if the well is to be placed into service (alternatives for placing Well 4 into service are described in Section 4.4). These improvements include placement of a reinforced concrete apron and installation of fencing with a locked access. We recommend replacing the existing pitless adapter with a smaller, more compact unit such as what is installed at Wells 2R and 3R. This would require exposing the well casing to a depth of about 6 feet. Once the pitless is in place, it will be possible to place a continuous seal around the casing, allowing for the seal to be tied into the concrete apron. Use of this well was suspended by the Colorado Department of Public Health and Environment (CDPHE) following their finding that the well produces groundwater under the influence of surface water and would therefore require treatment as if the well produces surface water. While it may be possible to convince CDPHE to reverse this finding, doing so would require, among other things, significant structural changes to the down-hole portions of the well. The cost of such changes could easily exceed the cost of a new well.

4.2 Well and Aquifer Testing

4.2.1 General Well Pumping Background and Information

When a well is pumped, the water table around that well is lowered. The shape of the lowered water table resembles that of an inverted cone – the greatest decline in water table is at the well being pumped while the amount of decline decreases with increasing distance from the pumping well. If a second well lies within this area of water table decline, it is said to experience “interference”. Water level interference is the amount of lowering at a well caused by pumping of another well. With two wells pumping simultaneously, they will each cause interference at the other. In such a case, the yield of both wells will be diminished.

4.2.2 Well Testing Approach/Methodology

Wells 1, 2R, and 3R were tested over short periods to determine their short-term yields and the magnitude of water level interference between the wells. Testing of Wells 2R and 3R involved collecting water level measurements (both hand measurements and instrument-recorded) in the well being pumped, the idle well, and intermittent measurements in Well 4R (Well 4R lies about midway between 2R and 3R). In the testing of Well 1, both 2R and 3R were equipped with water level recording instruments to determine whether there was any interference between Well 1 and Wells 2R and 3R. Water pumped from the wells was

discharged directly to the plant. Discharge rates were measured using instantaneous reading flow meters.

Testing of Wells 2R and 3R involved pumping of each well at three to four rates of discharge for a period of approximately 60 minutes at each rate. Discharge rates were adjusted at the plant, using a ball-valve downstream of each well's flow meter. This methodology is often referred to as step-drawdown testing. Results from the step-drawdown testing are shown in **Figures 3a-c** and **Figures 4a-c**.

4.2.3 Well 2R Testing Results

Well 2R was tested at 22 gpm, 31 gpm, 32 gpm and 36 gpm. The 36 gpm discharge rate was monitored overnight. Drawdown occurred almost immediately at each discharge rate and ranged from about 15 feet to 35 feet depending upon the rate of pumping (**Figures 2-a-3b**). When the well was shut-off recharge occurred quickly with 90% water level recovery in 4 minutes and 100% in 132 minutes indicating that there is available recharge and that Well 2R is not mining the alluvial aquifer (**Figure 3c**). **Based on the aquifer test SGM Team recommends a sustained pumping rate of 30 gpm for Well 2R.**

4.2.4 Well 3R Testing Results

Well 3R was tested at 23 gpm, 35 gpm, 47 gpm and 56 gpm. The 56 gpm discharge rate pulled the water level near the pump intake in 20 minutes; therefore, this step was ended, and the well could recover (**Figures 4a-4b**). Drawdown occurred almost immediately at each discharge rate and ranged from about 13 feet to 38 feet depending upon the rate of pumping. When the well was shut-off recharge occurred quickly with 90% recovery in 7 minutes and 100% in 40 minutes indicating that there is available recharge and that Well 3R is not mining the alluvial aquifer (**Figure 4c**). **Based on the aquifer test the SGM Team recommends a sustained pumping rate of 45 gpm for Well 3R.**

Wells 2R and 3R both lie within and ultimately obtain their supply of water from the alluvial/glacial sediments occupying the Beaver Creek valley. While the hydraulic connection between the stream and the sediments from which the wells derive their water is indirect, the stream is likely recharging the alluvial/glacial sediments. As a result, the wells appear to be able to sustain constant pumping for extended periods, provided there is a continuing source of recharge.

4.2.5 Well 1 Testing Results

Water level measurements in Well 1 were made using airline installed while the pump was out of the well for rehabilitation work. The initial rate of pumping Well 1 (80 gpm with the valve fully open) caused an initial drawdown of about 2 feet. Pumping the well at lower rates, as would have been done for step testing, would not have resulted in significantly less drawdown, potentially within the range of accuracy of the airline. A constant discharge test was also performed on Well 1. The well was pumped continuously at a rate of 78 gpm for about 20 hours, at which time it was returned to normal operations. **Figure 4** depicts the change in water level vs. time. **The initial testing results indicated that Well 1 would be able to sustain a pumping rate of about 70 gpm.** Well operations over the following several weeks indicated that in the case where the well is pumped continuously, without rest, the sustainable pumping rate is significantly lower. This is discussed in the following section.

4.2.6 Well 1 Rehabilitation

There were no records of any rehabilitation work having been done on Well 1. A borehole video log of Well 1 obtained in April 2005 suggested there may have been a partial loss of hole at the bottom of the well. The log also showed a situation in which the perforated liner (5.5-inch PVC) was not installed to the bottom of the well, but instead stopped about 20 feet from the bottom (see inferred construction log in **Appendix B**). The rock exposed in the walls of the well near bottom appeared as if it may have been limestone. Considering these circumstances, a well rehabilitation program was initiated that consisted of acidization (10 gallons of Liquid Acid Descaler, Cotey Chemical Corp, a mix of hydrochloric and hydroxyacetic acids), surging, jetting to the full depth of the well, and final chlorination. The acid was re-circulated in upper part of the well for 24 hours. The work was performed by Samuelson Pump under direct contract with the Town.

The well water levels couldn't be measured prior to start of the rehabilitation work, as access to water levels was prevented by a spool positioned about 10 feet below TOC. However, there were several indications that the rehabilitation was successful. A substantial amount of debris was cleared from the well during the airlift process. The debris included pipe scale and rock fragments, including limestone. The well was pumped for a 30-minute period prior to re-seating of the pump. Discharge from the well was measured at 86 gpm using an in-line turbine meter. The static water level was measured at about 82 feet, while the pumping water level at the end of the 30-minute period was about 84 feet.

4.2.7 May 5, 2020 Water System Issues

An unusually high demand for water began on May 5, 2020 and continued for over a week. This demand was traced to multiple water system leaks and a potential unmetered water use related to maintenance activity. On May 8, total wellfield pumping exceeded 180,000 gallons. As a result, we estimated that the wells were running 20 to 24 hours, uninterrupted. This incident provided insight to the performance of Well 1 that was not evident in the 20-hour test. The principle conclusions from this event are a) Well 1 appears to draw its water from a finite reservoir that recharges comparatively slowly, and b) Well 1 should be operated with a period of "rest" to allow for recovery. We recommended additional instrumentation and testing of Well 1 to better define limitations on operation of the well.

4.2.8 Well 1 Pump Performance

A new pump was installed in Well 1 in January 2020. At that time, discharge from the well was measured at about 90 gpm. Discharge began to decline shortly thereafter, and by early April had fallen to around 75 gpm. Our initial calculations suggested that the pump's performance *may* have been falling short of its design performance. Following the well rehabilitation work, the original pump was reinstalled. As was the case earlier in the year, the well initially produced about 90 gpm however the discharge again declined to a rate in the low to mid 70 gpm range. Testing of the pump prior to its being re-seated in the well's pitless adapter (where losses between the well and the plant would not be a factor) again suggested that the pump may have been underperforming. There were several electrical checks made on the pump, all falling within the expected range.

In April of 2020, Living Water LLC, the supplier of the original pump, pulled the original pump and replaced it with a spare pump owned by the Town. Both pump and motor were replaced as a unit. Living Water also replaced 4 lengths of 2-inch galvanized column pipe with PVC

pipe. This was done to minimize any friction losses that might be occurring within the column pipe. The spare pump produced about 90 gpm, similar to the original pump. The pumping water level was measured at about 101 feet below the top of the pitless adapter at that time. Considering the range of pumping water levels and the corresponding discharge rates we have observed over a several month period, we continue to question the pump's performance. Unfortunately, there may be other factors that are not easily investigated (such as the condition of the electrical wire between the well and the plant, the condition of the pipeline between the well and the plant) that may affect performance of the pump. Long term, continuous monitoring of well discharge and pumping water levels would be of value in understanding the well's performance. This information would help in determining the degree to which well production is related to installed equipment, wiring, and piping as opposed to a decline in pumping water levels related to water storage within the aquifer.

At this time, we understand the Town may be considering purchase of a spare pump for Well 1, which would allow the Town to return the original pump (the pump installed in January) to the supplier for factory testing. We also understand the Town is considering additional instrumentation for Well 1 that would allow collection of continuous, long-term records of well performance and possibly additional short-term testing.

4.2.9 Wells 2R and 3R Rehabilitation

It appeared that Wells 2R and 3R may have been rehabilitated within the last 5 to 7 years (per communications with Mr. Vaughn Mead). Unfortunately, there were no records of "before" and "after" testing that might have allowed for a quantitative evaluation of the effectiveness of the rehabilitation efforts. Mr. Mead recalled that there were no significant gains in productivity at Wells 2R and 3R following the rehabilitation.

5.0 Groundwater Development Plan

All new facilities will require a design-level review by CDPHE as components of a public water supply. CDPHE may choose to conduct additional evaluations where there is a possibility for a classification of groundwater under the direct influence of surface water (GWUDI) or where facilities are intended for treatment of GWUDI water. In addition, CDPHE may choose to revisit their earlier classifications (Wells 2R and 3R are not GWUDI) and potentially modify their earlier conclusions.

Some of the alternatives discussed below will require permits from the State Engineers Office (SEO). Similarly, some of the alternatives described below could be undertaken without the need for an application in the Division 1 water court, while others will require a water court application. There are inherent risks and costs in attempting to modify or file a new water court decree. We encourage the Town to consult with their legal counsel on these issues.

The following describes alternatives for developing additional capacity in the Beaver Creek watershed in the vicinity of the existing wellfield.

5.1 Replace Well 1

Well 1 is the most productive of the Town's three (3) operational wells. The well was successfully rehabilitated in April 2020. Rehabilitation consisted of airlifting, jetting, and acidization. Well 1 yield is around 75 gpm as presently configured, when operated on a cycle

of 12 to 16 hours of pumping per day. Further testing of the well and the installed pump may suggest a revised yield.

The replacement well would be located outside of the limits of the alluvial aquifer and would be constructed to obtain its water supply from the bedrock aquifer (tributary to Beaver Creek). As such, the source should not be subject to CDPHE's GWUDI treatment rules.

Construction of a replacement well would require a permit from the SEO but would not require a water court application if located within 200 feet of existing Well 1. The replacement well could be drilled under a M&O well permit but designed and constructed to standards consistent with a potable supply well. The diameter of the well should be enough to accommodate a 6-inch diameter pump. If the yield of the well proves to be significantly greater than the yield of Well 1, Well 1 would be abandoned and the replacement well placed into service.

While a replacement well could add capacity to the wellfield, the system would still lack redundancy. For example, with Well 1 out of service, the two remaining wells (Wells 2R and 3R) are unable to meet demand for longer than a few days.

5.2 Install a Supplemental Well to Well 1

Colorado rules provide for construction of a well, "...in addition to an original well or other diversion, for the purpose of obtaining the quantity of the original appropriation of the original well..." [CRS 37-90-103]. Design of a supplemental well would be like the design of a replacement well. As with the replacement well, the supplemental well would be constructed outside of the alluvial aquifer limits and would therefore obtain its supply from shallow bedrock. Unlike the replacement well, a supplemental well would not be subject to the 200-foot limitation. Given the well's proposed construction, it should not be classified as GWUDI. Permitting and use of a supplemental well would require a water court application. The Town's water rights attorney may be able to provide details on the potential issues and drawback of filing a new application. A supplemental well would provide additional capacity and some redundancy to the system.

5.3 File for an Alternate Point of Diversion

Alternate point of diversion means "...any well drilled and used, in addition to an original well or other diversion, for the purpose of obtaining the present appropriation of that original well, from more than one point of diversion." [CRS 37-90-103] The Town holds multiple water rights - the most senior decree is for a flow rate of 1 cfs from Beaver Creek, adjudicated in Case No. 1636. The Town has a second right for 0.4 cfs that could be used for municipal purposes decreed in Case No. CA3286. In Case No. 87CW149, the cumulative water associated with these rights (1.4 cfs) could be diverted through four wells on Beaver Creek, plus an infiltration gallery constructed in the Beaver Creek alluvium. All structures (4 wells plus infiltration gallery) have been decreed as alternate points of diversion¹.

It may be possible to have the second bedrock well decreed as an alternate point of diversion. In such a case, the Town *may* be required to abandon the infiltration gallery. Such a well

¹ The Town also holds an irrigation right for 10.0 cfs decreed in Case No. 1678, although that right would not be considered for the purposes of this evaluation.

would not be subject to the 200-foot distance requirement. Given the proposed well's construction, it should not be classified as GWUDI. Permitting and use of a supplemental well would require a water court application. A well operating as an alternate point of diversion would provide additional capacity and some redundancy to the system.

5.4 Replace Well 4R

Well 4R was drilled as a replacement for the original Well 4. Unfortunately, Well 4R did not yield sufficient quantities of water to justify placing the well into service. It would be possible to attempt a second replacement for Well 4 at a location within 200 feet of the original well. As with any well, there is a risk of not encountering suitable aquifer materials capable of yielding usable quantities of water. The construction of such a well would be subject to review by CDPHE as to whether they would classify the well as GWUDI. It is impossible to predict in advance the proofs that may be required to convince CDPHE that the well should not be classified as GWUDI, however, a desktop evaluation of existing and available information could be conducted to help limit a GWUDI classification.

It is also unclear to what extent such a review might trigger a review of earlier findings on Wells 2R and 3R. A replacement well for Well 4R would require a permit from the SEO. It would not require a water court application. A well operating as a replacement for Well 4R would provide some redundancy to the system, as Well 4R is not currently permitted for use by the CDPHE.

5.5 Activate Infiltration Gallery

The infiltration gallery has been tested for short periods of time at over 100 gpm; however, additional testing would be needed to confirm this rate. The infiltration gallery produces water that would likely be classified as GWUDI. As such, any water produced by the gallery would require treatment based on the water quality. It may be possible to treat the water with additional filtration and increased chlorination (see Section 5.5.1 of SGM's August 2019 Water System Evaluation), alternatively a small scale, "portable" membrane facility could be used; however, this needs to be investigated further. If the intention is to treat this water separately, water produced from the gallery would need to be conveyed to the old water treatment building separately from the well water. Water thus treated could be blended with raw groundwater upstream of the existing 0.5 million-gallon (MG) storage tank. The infiltration gallery is already decreed as an alternate point of diversion and would not require a hearing with the water court. The facility would require review and inspection by CDPHE. It is unclear to what extent such a review might trigger a review of earlier findings on Wells 2R and 3R.

5.6 Activate Well 4 with a GWUDI Classification

With relatively minor surface improvements, this alternative would reactivate Old Well 4 (yield about 40 gpm) as a GWUDI source. Water from Old Well 4 could be conveyed to the plant in a separate, existing pipeline. As with water produced by the infiltration gallery, this could be treated with a small scale, "potable" membrane facility and then blended with raw groundwater upstream of the existing 0.5 MG storage tank or the existing facility could be upgraded as described in SGM's Water System Evaluation (August 2019). Well 4 is already decreed as an alternate point of diversion and would not require a hearing with the water court. The facility would require review and inspection by CDPHE. It is unclear to what extent such a review might trigger a review of earlier findings on Wells 2R and 3R.

5.7 Install a Horizontal Well

A horizontal well could be constructed as a replacement well for Old Well 4. Such a well would presumably be subject to the same limits on offset distances as a vertical replacement well. The horizontal well would be subject to review by CDPHE for classification as GWUDI. Previous CDPHE findings that Wells 2R and 3R were not GWUDI were based in part on drilling logs demonstrating that the water-bearing sediments supplying water to the wells were overlain by low-permeability confining beds. Proof that a horizontal well should not be classified as GWUDI is made more difficult by the fact that there would be no direct information on the sediments overlying the horizontal portion of the well. This could be potentially remedied by exploratory drilling or geophysical investigation. This alternative would be like the alternative involving replacement of Old Well 4 with a vertical well.

5.8 Cost and Ranking

Table 6 summarizes the costs and ranking of the alternatives, including a planning level cost estimate for the capacity improvements only. Costs associated with meeting the GWUDI treatment requirements could be calculated as part of an additional scope of work, if needed. The rankings were made on a scale of 1 to 5, where 1 indicates high probability, and 5 indicates a low probability (but no guarantee) of success, where we define success as materially contributing to the overall reliability and yield of the Town's raw water supply.

Table 6. Summary of Alternatives

Alternative	Approximate Cost	Ranking	Comment
Replace Well 1	\$90,000	3	No additional redundant supply.
Install a Supplemental Well to Well 1	\$110,000*	1	Requires Water Court application
File for an Alternate Point of Diversion (2 nd bedrock well)	\$110,000	2	Requires Water Court application
Replace Well No. 4R	\$60,000	4	Potential GWUDI, may need additional treatment
Activate Infiltration Gallery	\$130,000*	2	GWUDI, needs additional treatment and testing.
Activate Old Well 4	\$15,000*	2	GWUDI, needs additional treatment
Install a Horizontal Well	\$220,000*	4	Potential GWUDI, may need additional treatment

*Does not include additional treatment or legal costs.

Treatment of GWUDI classified water may require a cartridge filtration or membrane water treatment system. The specific treatment process is highly dependent upon several factors including, but not limited to raw water quality, design flow, site characteristic, and well and treatment plant elevations. Typical costs to treat GWUDI classified water could range between \$500,000 to \$1,500,000. This estimate is based upon our experience with other water systems and does not include environmental permitting, electrical system upgrades, wastewater issues, potential backflow wastewater ponds and other unforeseen expenses. SGM recommends preparing 30%-level engineering plans and an Estimate of Probable Costs (EOPC) for a surface water "package" treatment plant (such as a low-pressure microfiltration

unit, or cartridge filtration) to help Fairplay assess the feasibility and costs of treating GWUDI classified water.

6.0 Conclusions & Recommendations

Following are the principle findings and recommendations from this investigation.

- The Town's three active wells have the following estimated sustainable yields:
 - Well 1: 70 gpm²
 - Well 2R: 30 gpm
 - Well 3R: 45 gpm
- We recommend operating Wells 2R and 3R for 20 hours a day and in preference to Well 1, such that Well 1 is given as much time as possible (preferably 8 hours) for recovery between pumping cycles.
- Well 1 should be equipped with continuous water level monitoring with remote (at the surface) access to the water level data. This could be accomplished with the existing airline, or, with a down-hole water level sensor and data logger (such as a pressure transducer). The resulting data on well pumping rates and static and pumping water levels will be extremely beneficial in determining the sustainable yield of the well and in optimizing its operation.
- There *may* be some benefit in lowering the pump in Well 1. There may also be some benefit in increasing the horsepower (hp) of the motor from the current 5 hp to 7.5 hp (subject to the plant being able to handle the added electrical load). We recommend deferring that decision pending a follow-up analysis of the well and pump performance following instrumentation of the well and a review of the well's performance based on the additional data that is collected.
- Additional wellfield production capacity is needed to provide system redundancy. With Well 1 out of service, the remaining wells are incapable of meeting demands greater than about 108,000 gpd if pumped continuously, which is not recommended. The average day demand which ranges from approximately 102,000 to 160,000 gpd exceeds the combined supply from Wells 2R and 3R in almost all the months.
- A supplemental bedrock well should be installed based on the water budget in Beaver Creek. This alternative could be implemented with relatively modest modifications to the facility (e.g. adding conveyance piping and power to a new well, modifying in-plant metering and piping) without introducing water treatment equipment that would be associated with any of the alternatives involving GWUDI. This alternative does require a water court application and we recommend consulting with the Town's water rights attorney on the issues and drawbacks involved.
- Concurrent with the work involved in adding capacity to the wellfield, we recommend upgrading the water treatment plant infrastructure as discussed in SGM's August 2019 Water System Evaluation. This will help effectively control the existing facility and accommodate increases to the raw water supply.

² In April and May of this year, Well 1 was pumped continuously for a 7+ days to meet daily demands that at one point exceeded 180,000 gallons per day. The yield of the well declined, eventually settling at about 35 gpm. Under conditions of continuous pumping for sustained periods such as this the well's yield is limited to about 35 gpm without changes in the capacity and setting depth of the pump. Considering this, we recommend cycling the well, such that the well is pumped for a period of about 16 hours, followed by a period of 8 hours of resting. In this circumstance we estimate the yield of the well to be about 70 gpm.

- a. We recommend proceeding with the development of 30%-level engineering plans and an EOPC for a surface water “package” treatment plant (such as a low-pressure microfiltration unit, or cartridge filtration) that will treat for the combined flows of the infiltration gallery and Well 4. This design process would include testing of the gallery to determine yield, and concept-level analysis of a lift-station, conveyance piping, and selection of a surface water treatment unit. Well 4 is fully operational and could deliver about 40 gpm to the plant. Moving forward with this alternative will also require some in-plant modifications (primarily piping and power).
- Due to the associated high costs of permitting and drilling of the horizontal well, we recommended pursuing this option only if the yield of the infiltration gallery proves to be insufficient to meet the Town’s needs.

7.0 References Cited

CDM, Upper Mountain Counties Aquifer Sustainability Project – Final Report, 2011.

R.J. Sterrett, Groundwater and Wells, Third Edition, Johnson Screens, 2007.

R.C. Heath, Basic Groundwater Hydrology, USGS Water Supply Paper 2220, 2004.

SGM, Town of Fairplay Water System Evaluation, August 2019.

REQUEST FOR PROPOSALS TOWN OF FAIRPLAY WATER SUPPLY EVALUATION SERVICES

DEFINITION:

The Town of Fairplay (Town) intends to contract with an engineering consulting firm for water supply evaluation services, specifically providing water system improvement recommendations, design and consulting services.

Attached is a Water Supply Evaluation report that was completed this summer. This report summarizes the current conditions of our water supply, treatment and distribution systems. The next phase of our Water Supply Evaluation Project will determine the availability of water in the Beaver Creek watershed and provide input on options to maximize the production of our water system. The results of this work will be documented in a final report that will summarize all work and evaluations done, include specific recommendations to upgrade the water supply system to meet current peak demands. The report shall also make specific recommendations for the Town to consider and plan for as water demands increase, by increments of 100 Single Family Equivalents (SFEs), up to 800 new SFE's.

Services may include, but are not limited to, the following:

- Review all available hydrogeologic data for the watershed area influenced by the Town's water rights ownership.
- Assess aquifer properties using available geologic mapping and any available well pumping and water level records,
- Review the presence and potential influence of upstream groundwater users, and
- Estimate water budget for Beaver Creek watershed to determine groundwater development potential.

The selected Consultant will also:

- Assess the current condition of the existing 3 wells,
- Conduct individual and combined pump test for all wells (fully instrumented testing),
- Conduct individual step drawdown tests, and
- Estimate well interference.

The selected Consultant will document the results of the well test and provide, if appropriate, rehabilitation or remedial actions for the 3 existing wells that support the goal for obtaining additional water supply to support future growth and development. The Consultant will provide additional details specific to the

location of any new wells and/or horizontal wells to maximize yield and meet future growth and development demands. This information will be compiled in a Development Plan that will prioritize of the recommended remedial actions and include probable costs estimates for all recommendations.

The selected firm shall also attend 2 Town Board of Trustees meetings. The Town staff will want to conduct two reviews of the Draft Development Plan prior to the final report issuance. Meetings with Town staff will occur on days selected firm is already planning to conduct the well assessments.

PROPOSAL PREPARATION

Interested firms should submit seven (7) copies of their proposal no later than 4:30 p.m. MST on **September 10, 2018**. The proposals will be delivered in a clearly labeled sealed package addressed to:

Fairplay Town Hall;
Attn: Town Administrator Tina Darrah
PO Box 267
901 Main Street
Fairplay, CO 80440

Submittals should contain a cover letter, not exceeding two pages, and concise informative responses to each of the selection criteria listed below. Other information may be included in an appendix.

EVALUATION CRITERIA

The Town's selection committee will evaluate proposals based on the following factors:

1. General background of the firm, available resources, subcontractors, and range of services. This section shall include a list of those individuals who will be working with the Town of Fairplay on a regular basis, as employees/principals of the Consultant, i.e. a staffing plan. For employees/principals/subcontractors of the Consultant, a brief statement of individual education, professional registrations and areas and years of relevant experience is required, as well as a brief list of representative clients.
2. Experience of the firm with similar water evaluation contracts. Include References.
3. Schedule to complete the work.
4. Cost to complete the work.
5. Quality of Presentation.

SELECTION PROCEDURE

Based on the information contained in proposals, an interview committee may invite two or more firms into individual discussions to determine which firm could best meet the needs of the Town. The interview team, if required, will consist of the Town Administer, Public Works Director, Mayor and/or members of the Fairplay Board of Trustees. The interview committee or the Town staff will negotiate a contract with the successful firm and make a recommendation to the Fairplay Board of Trustees for approval.

The Town of Fairplay reserves the right to reject any or all proposals received.

Questions should be addressed to the Public Works Director, Jim Brown, at (719) 836-2445. No pre-proposal conference will be held. Thank you for your interest. We look forward to receiving your proposal.

Best Regards,

Tina Darrah
Town Administrator

**MINUTES OF A REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
August 17, 2020**

CALL TO ORDER

A 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. Mayor Just proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Eve Stapp, Scott Dodge, Josh Voorhis and Cindy Bear. Also in attendance was Town Administrator/ Clerk Tina Darrah and Assistant Town Administrator Mason Green.

AGENDA ADOPTION

Motion #1 by Trustee Voorhis, seconded by Trustee Bear, that the agenda be adopted as presented. Motion carried unanimously.

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

A. APPROVAL OF MINUTES – August 3, 2020.

B. APPROVAL OF EXPENDITURES—Approval of bills of various Town funds in the amount of \$171,513.11

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

CITIZEN COMMENTS

None offered.

UNFINISHED BUSINESS**Other Discussion Items**

None offered.

NEW BUSINESS

Should the Board Approve Adoption of Resolution No. 27, series of 2020, Entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO APPROVING AN UPDATED PERSONNEL HANDBOOK FOR THE TOWN OF FAIRPLAY."?

Staff comment was offered by Town Administrator Darrah explaining that Town Staff in conjunction with the Town Attorney had updated the Town's personnel policy to be in compliance with new laws pertinent to personnel related items. She noted that other than the "legal" sections, no other significant changes were made in comparison to the current policy.

Motion #3 by Trustee Bear, seconded by Trustee Voorhis, to approve adoption of Resolution No. 27, series of 2020, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO APPROVING AN UPDATED PERSONNEL HANDBOOK FOR THE TOWN OF FAIRPLAY." A roll call vote was taken: Dodge – yes, Stapp – yes, Just – yes, Voorhis – yes, Bear – yes. Motion carried unanimously.

Should the Board Approve Adoption of Resolution No. 28, series of 2020, Entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO APPROVING THE TOWN OF FAIRPLAY STAFF COMMUNITY VOLUNTEER PROGRAM."?

Staff comment was offered by Town Administrator Darrah explaining that this resolution approves a staff community volunteer program wherein Town employees are incentivized to volunteer with local non-profits by offering paid wages for up to 24 hours per year. She further stated that many of the Town employees are already volunteers in the community and this encourages them to continue to do so and hopefully encourages others to volunteer as well.

Trustee Voorhis offered the suggestion that the 24 hours could be added to an employees PTO in lieu of pay if the employee chooses.

Motion #4 by Trustee Bear, seconded by Trustee Stapp, to approve adoption of Resolution No. 28, series of 2020, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO

APPROVING THE TOWN OF FAIRPLAY STAFF COMMUNITY VOLUNTEER PROGRAM”, with the change that the 24 hours of incentivized pay could be taken as PTO should an employee so choose. A roll call vote was taken: Dodge – yes, Stapp – yes, Just – yes, Voorhis – yes, Bear – yes. Motion carried unanimously.

Should the Board Approve Change Orders No. 1 and No. 2 with Betone Civil Constructors in the Amount of \$5,600 for Installation of 18” CMP Culvert w/ Catch Basin and Outlet Protection and \$500 for Installation of a CMP Culvert at Base of Access Road to Mitigate Drainage Issues?

Mayor Frank Just and Trustee Eve Stapp recused themselves from this agenda item due to conflict of interest and removed themselves from the meeting room.

Mayor Pro-tem Dodge took over running the meeting in the Mayor’s absence and asked for staff comment.

Town Administrator Darrah offered staff comment explaining that Mayor Just’s company, Betone, was awarded the contract to complete the Town Hall parking lot and access road to the river and stating that as they have been working on the project, several items have come up that were not addressed in the original bid/specifications. She explained that while most of the items have been taken care of by Mr. Just at no additional cost, for the installation of these two culverts – she encouraged him to submit change orders. She went on to explain that as they were working on the access road and the drainage in front of Town Hall – it became apparent that installation of a culvert would solve the drainage issues that have been an issue ever since purchasing the building. She further noted that the second change order was reflective of an unused town-owned culvert being installed near the base of the access road, again to correct obvious drainage issues that presented themselves as the road was being built. Ms. Darrah offered a recommendation of staff approval.

A brief discussion took place about the change orders, the cost associated with them, and the general work being performed by Betone.

Motion #5 by Trustee Voorhis, seconded by Trustee Bear, that the Board Approve Change Orders No. 1 and No. 2 with Betone Civil Constructors in the Amount of \$5,600 for Installation of 18” CMP Culvert w/ Catch Basin and Outlet Protection and \$500 for Installation of a CMP Culvert at Base of Access Road to Mitigate Drainage Issues. A roll call vote was taken: Dodge – yes, Voorhis – yes, Bear – yes. Motion carried. (Mayor Just and Trustee Stapp were not present for the vote due to recusal.)

Mayor Just and Trustee Stapp returned to the meeting room.

Other New Business

None offered.

BOARD OF TRUSTEE AND STAFF REPORTS

Assistant Town Administrator Green offered a brief staff report in regard to noxious weed spraying, road repair and paving, and answered questions about drainage on certain properties in Fairplay.

Town Administrator Darrah offered a brief staff report reminding that Board about the budget work session scheduled for August 24 at 5pm, reminding them that this will be the opportunity to talk about Board goals and capital projects for 2021.

Trustee Voorhis offered a brief comment complimenting Officer Barb Grover for her professional conduct on two different cases he recently witnessed her handle.

Mayor Just updated the Board on the electric vehicle charging stations, the parking lot paving, and the sign placement.

ADJOURNMENT

Mayor Just, noting that there being no further business before the Board, declared that the meeting be adjourned at 6:48 p.m.

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt, Treasurer
RE: Paid Bills
DATE: 9/17/2020

Agenda Item: Bills

Attached is the list of invoices paid through September 16, 2020

Total Expenditures: \$322,596.04

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
09/15/2020	16482	Business Solutions Group,	envelopes	1	09/08/2020	74.04	105030
Total 292:						74.04	
09/02/2020	16448	Caselle, Inc	Software Support	1	08/01/2020	439.50	105060
09/02/2020	16448		Software Support	2	08/01/2020	439.50	517206
Total 334:						879.00	
09/09/2020	16473	Fairplay Flume	legal /ads	1	08/31/2020	12.38	106125
Total 868:						12.38	
09/09/2020	16474	Ferrellgas	propane-501 main	1	08/14/2020	554.42	105195
Total 916:						554.42	
09/04/2020	16463	IKE Concrete	Concrete	1	09/03/2020	621.00	517670
Total 1156:						621.00	
09/09/2020	16476	Mountain View Waste	2 yd 2 monthly	1	08/31/2020	75.00	517675
Total 1414:						75.00	
09/09/2020	16478	Petrock & Fendel, PC	legal fees	1	09/01/2020	268.00	517360
Total 1648:						268.00	
08/18/2020	16426	Postal Pros Southwest, Inc	water billing	1	08/12/2020	278.42	517218
09/15/2020	16487		water billing	1	09/11/2020	310.45	517218
Total 1699:						588.87	
08/18/2020	16429	Town of Fairplay	501 main	1	07/31/2020	303.20	105195
08/18/2020	16429		850 hathaway	1	07/31/2020	107.40	105186
09/15/2020	16489		850 hathaway	1	08/31/2020	96.00	105186
09/15/2020	16489		501 main	1	08/31/2020	303.20	105195
Total 2134:						809.80	
08/18/2020	16430	USABlueBook	supplies	1	07/27/2020	218.95	517670
08/25/2020	16442		Testing supplies	1	07/27/2020	1,261.68	517665
09/02/2020	16456		supplies	1	08/21/2020	44.04	517615
09/04/2020	16468		carb generator	1	08/26/2020	1,251.78	517670
Total 2176:						2,776.45	
09/02/2020	16457	Utility Notification Center	RTL Transmissions	1	08/31/2020	34.27	517455
09/02/2020	16457		RTL Transmissions	1	08/31/2020	37.25	517650
Total 2194:						71.52	
08/25/2020	16443	Verizon Wireless	jet pack	1	08/25/2020	40.01	105130

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
08/25/2020	16443		Phones and air cards	2	08/25/2020	329.68	105455
Total 2212:						369.69	
08/18/2020	16431	Xcel Energy	945 quarry road	1	08/12/2020	11.51	517490
09/02/2020	16459		901 main	1	08/18/2020	201.52	105023
09/02/2020	16459		747 bogue street	1	08/18/2020	11.48	105841
09/02/2020	16459		1800 beaver creek road	1	08/18/2020	969.66	517495
09/02/2020	16459		chlorinator	1	08/18/2020	17.07	517470
09/02/2020	16459		fairplay sign #1	1	08/18/2020	11.60	105640
09/02/2020	16459		117 silverheels road	1	08/18/2020	10.72	105841
09/02/2020	16459		501 main	1	08/18/2020	211.90	105195
09/02/2020	16459		850 hathaway	1	08/18/2020	226.15	105186
09/02/2020	16459		san plant	1	08/24/2020	3,579.23	517680
09/02/2020	16459		1190 castello	1	08/25/2020	82.16	105650
09/02/2020	16459		200 2nd street	2	08/25/2020	96.95	517470
09/02/2020	16459		157 6th street	3	08/25/2020	67.99	105640
09/02/2020	16459		156 5th street	4	08/25/2020	10.72	105640
09/02/2020	16459		589 beach road	5	08/25/2020	10.72	105841
09/02/2020	16459		419 front street	6	08/25/2020	11.22	105640
09/09/2020	16480		street lights	1	09/01/2020	207.75	105640
Total 2296:						5,738.35	
08/18/2020	16418	285 Towing	tow car - paving lot	1	08/17/2020	65.00	105886
Total 2321:						65.00	
08/18/2020	16427	South Park Ace & Lumber	Supplies	1	07/25/2020	9.66	517670
08/18/2020	16427		Supplies	2	07/25/2020	37.32	105830
08/18/2020	16427		Supplies	3	07/25/2020	85.53	517480
09/15/2020	16488		Supplies	1	08/26/2020	102.43	105830
09/15/2020	16488		Supplies	2	08/26/2020	7.59	105445
09/15/2020	16488		Supplies	3	08/26/2020	162.74	105615
09/15/2020	16488		Supplies	4	08/26/2020	102.08	517645
Total 2405:						507.35	
08/25/2020	16434	Colo Assoc of Chiefs of Pol	Active Member Dues	1	06/01/2020	187.50	105460
Total 2430:						187.50	
09/02/2020	16450	Laser Graphics	gold pan permits	1	08/24/2020	160.00	105130
Total 2437:						160.00	
08/18/2020	16424	KONICA MINOLTA BUSIN	C364E Copier	1	08/01/2020	323.81	105032
09/04/2020	16464		C364E Copier	1	08/29/2020	371.19	105032
Total 2448:						695.00	
08/25/2020	16436	Darrah, Tina	Cell Phone	1	08/25/2020	50.00	105065
Total 2462:						50.00	
09/15/2020	16481	AmeriGas	850 hathaway	1	09/05/2020	202.86	105186

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2468:						202.86	
08/18/2020	16420	CARD SERVICES	Supplies	1	08/03/2020	11.23	105420
08/18/2020	16420		Supplies	2	08/03/2020	113.08	105445
08/18/2020	16420		fuel	3	08/03/2020	42.65	105415
08/18/2020	16420		covid expenses	4	08/03/2020	503.04	105085
08/18/2020	16420		web hosting	5	08/03/2020	206.87	105130
08/18/2020	16420		Supplies	6	08/03/2020	99.99	105027
08/18/2020	16420		Supplies	7	08/03/2020	83.77	517214
08/18/2020	16420		Supplies	8	08/03/2020	49.95	105030
08/18/2020	16420		food for meeting	9	08/03/2020	109.84	105070
08/18/2020	16420		golf cart motor	10	08/03/2020	684.71	105625
08/18/2020	16420		rekey building	11	08/03/2020	202.00	517450
08/18/2020	16420		Supplies	12	08/03/2020	8.44	105445
08/18/2020	16420		Supplies	13	08/03/2020	113.45	105030
08/18/2020	16420		Supplies	14	08/03/2020	3.27	105027
08/18/2020	16420		covid supplies	15	08/03/2020	254.97	105085
08/18/2020	16420		Supplies	16	08/03/2020	72.11	105830
08/18/2020	16420		Supplies	17	08/03/2020	143.00	517645
08/18/2020	16420		food for meeting	18	08/03/2020	44.71	105070
08/18/2020	16420		covid supplies	19	08/03/2020	1,132.43	105085
08/18/2020	16420		microsoft renewal	20	08/03/2020	99.99	517214
08/18/2020	16420		covid supplies	21	08/03/2020	129.00	105085
08/18/2020	16420		Supplies	22	08/03/2020	904.21	517670
08/18/2020	16420		food for meeting	23	08/03/2020	49.37	105070
08/18/2020	16420		recording fee	24	08/03/2020	2.25	105070
08/18/2020	16420		herbicide	25	08/03/2020	162.21	105630
09/15/2020	16483		Supplies	1	09/01/2020	85.47	517214
09/15/2020	16483		postage	2	09/01/2020	67.40	105035
09/15/2020	16483		recording fee	3	09/01/2020	47.61	105070
09/15/2020	16483		Supplies	4	09/01/2020	54.58	105830
09/15/2020	16483		lights for poles	5	09/01/2020	339.60	105134
09/15/2020	16483		Supplies	6	09/01/2020	11.31	105027
09/15/2020	16483		Supplies	7	09/01/2020	94.05	105030
09/15/2020	16483		Supplies	8	09/01/2020	1,866.70	517655
09/15/2020	16483		Food for meeting	9	09/01/2020	88.15	105110
09/15/2020	16483		Supplies	10	09/01/2020	42.04	105027
09/15/2020	16483		Supplies	11	09/01/2020	1,687.13	517655
09/15/2020	16483		Supplies	12	09/01/2020	216.00	517655
09/15/2020	16483		Supplies	13	09/01/2020	14.99	105830
09/15/2020	16483		cc test	14	09/01/2020	1.00	105070
09/15/2020	16483		covid supplies	15	09/01/2020	1,978.43	105085
09/15/2020	16483		covid supplies	16	09/01/2020	129.00	105085
09/15/2020	16483		return parts	17	09/01/2020	169.75-	517670
Total 2503:						11,780.25	
09/09/2020	16475	Hahn Water Resources, LL	professional services	1	07/07/2020	480.00	517430
09/09/2020	16475		consulting	1	09/08/2020	560.00	517430
Total 2509:						1,040.00	
09/02/2020	16449	CenturyLink	alarm line-525 Hathaway	1	08/19/2020	52.97	105190
09/02/2020	16449		acct 719-836-4609 502B	1	08/19/2020	66.54	517470
09/02/2020	16449		7198362445	1	08/19/2020	114.08	517226
09/02/2020	16449		7198362622355B	1	08/19/2020	532.02	105065

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
09/02/2020	16449		acct 82239760	1	08/24/2020	30.92	105065
Total 2614:						796.53	
08/25/2020	16444	Wittbrodt, Kim	cell phone reimb	1	08/25/2020	50.00	105065
09/02/2020	16458		supplies	1	09/02/2020	30.20	105027
Total 2655:						80.20	
08/18/2020	16423	ICMA Retirement Corporati	plan fee	1	07/06/2020	77.50	105002
08/18/2020	16423		plan fee	2	07/06/2020	2.50	105302
08/18/2020	16423		plan fee	3	07/06/2020	50.00	105602
08/18/2020	16423		plan fee	4	07/06/2020	120.00	517002
Total 2686:						250.00	
09/09/2020	16472	Colorado Natural Gas, Inc.	natural gas	1	09/02/2020	84.08	105023
09/09/2020	16472		san office	1	09/02/2020	65.51	517234
09/09/2020	16472		natural gas-shop	1	09/02/2020	64.65	105650
09/09/2020	16472		sewer treatment plant	1	09/02/2020	439.65	517680
Total 2728:						653.89	
08/25/2020	16440	Kasper, Gerrits	cell phone reimb	1	08/25/2020	50.00	105645
Total 2747:						50.00	
09/02/2020	16451	Mobile Record Shredders	record shredding	1	08/26/2020	12.00	105030
Total 2793:						12.00	
09/04/2020	16466	Mountain Peak Controls, In	scada upgrade	1	06/18/2020	5,625.59	517625
09/04/2020	16466		scada maintenance	1	09/01/2020	500.00	517415
Total 2861:						6,125.59	
08/18/2020	16421	Colorado Analytical Lab	water testing	1	08/14/2020	23.00	517475
08/25/2020	16435		waste water testing	1	08/21/2020	380.00	517665
09/15/2020	16484		ecoli	1	09/14/2020	26.00	517665
Total 2864:						429.00	
08/18/2020	16422	Huber Technology, Inc.	service contract 2020	1	08/06/2020	2,000.00	517655
Total 2874:						2,000.00	
09/02/2020	16454	Promark Industries, LLC	tahoe repair and tires	1	08/27/2020	1,058.82	105420
Total 2887:						1,058.82	
08/25/2020	16441	Pavement Maintenance Se	paving 901 main street sig	1	08/18/2020	51,720.00	105886
09/09/2020	16477		paving	1	08/28/2020	188,599.60	105670
Total 2897:						240,319.60	
09/02/2020	16455	Rise Broadband	internet	1	09/01/2020	105.36	517226

-Grant

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2900:						105.36	
09/04/2020	16462	Fairplay Auto Supply	supplies	1	08/31/2020	27.14	517210
Total 2948:						27.14	
08/18/2020	16419	351 Highway 285, LLC	estip - 2nd quarter	1	08/01/2020	3,673.41	105076
Total 3154:						3,673.41	
09/09/2020	16471	Betone, LLC	river park access #2	1	09/01/2020	11,775.39	105886
09/09/2020	16471		river park app #3	1	09/01/2020	8,917.00	105886
09/02/2020	16447		change order culvert	1	07/15/2020	5,600.00	105886
09/02/2020	16447		change order culvert	1	08/03/2020	500.00	105886
Multiple	16461		river park access road	1	09/01/2020	.00	105886
			river park access road	2	09/01/2020		105886
Multiple	16461		river park lot	1	09/01/2020	.00	105886
			river park lot	2	09/01/2020		105886
Total 3162:						26,792.39	
08/25/2020	16439	Green, Mason	cell phone reimburse	1	08/25/2020	25.00	105645
08/25/2020	16439		cell phone reimburse	2	08/25/2020	25.00	105065
Total 3175:						50.00	
09/15/2020	16486	Hunn Planning & Policy, LL	planning fees	1	08/31/2020	300.00	105105
Total 3183:						300.00	
09/04/2020	16465	Montrose Water Factory, L	bottled water	1	08/30/2020	17.00	105120
Total 3211:						17.00	
08/25/2020	16438	Garfield & Hecht, P.C.	covid legal	1	05/31/2020	1,350.00	105085
08/25/2020	16438		legal	2	05/31/2020	1,705.50	105057
08/25/2020	16438		legal	1	07/31/2020	2,004.00	105057
Total 3270:						5,059.50	
09/04/2020	16467	SGM	water system evaluation	1	08/31/2020	1,004.25	517430
09/04/2020	16467		engineering	1	08/31/2020	195.25	517430
Total 3272:						1,199.50	
08/25/2020	16437	Ernst, Sarah	cell phone reimburse	1	08/25/2020	50.00	105065
Total 3313:						50.00	
08/25/2020	16433	Clark, Sean	cell phone reimburse	1	08/25/2020	25.00	517226
08/25/2020	16433		cell phone reimburse	2	08/25/2020	25.00	105645
Total 3328:						50.00	
08/18/2020	16425	Mountain Essentials	estip 2nd qtr	1	08/01/2020	265.73	105076

- Grant

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3370:						265.73	
09/02/2020	16452	Park County Government	monthly internet	1	09/01/2020	52.50	105455
09/02/2020	16452		monthly internet	2	09/01/2020	52.50	105065
Total 3381:						105.00	
09/02/2020	16453	Promark Industries	2010 tahoe maint	1	08/27/2020	159.59	105420
Total 3383:						159.59	
08/18/2020	16428	Tandem Design Lab	website update contract	1	08/17/2020	150.00	105130
Total 3384:						150.00	
09/09/2020	16479	Warm Springs Consulting	contract	1	09/03/2020	5,000.00	517627
Total 3463:						5,000.00	
08/25/2020	16432	Bannister, Chris	cell phone reimburse	1	08/25/2020	25.00	517226
08/25/2020	16432		cell phone reimburse	2	08/25/2020	25.00	105645
Total 3464:						50.00	
Multiple	16377	Avalanche Lock & Key	new lock at pump station	1	07/30/2020	.00	517450
			new lock at pump station	2	07/30/2020		517450
Total 3465:						.00	
09/15/2020	16485	Creative Product Source, I	bracelets	1	07/22/2020	239.31	105497
Total 3486:						239.31	
Grand Totals:						322,596.04	

Report Criteria:

Detail report type printed

OATH OF OFFICE

I, **Arthur (Bo) Schlunsen**, do solemnly affirm that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado and the Ordinances of the Town of Fairplay, and that I will faithfully perform all of the duties of the office of **Chief of Police of the Town of Fairplay**, upon which I am about to enter.

Sworn and subscribed before me this 21st day of September, 2020.

Signature

Official Administering Oath

OATH OF OFFICE

I, **Barbara Grover**, do solemnly affirm that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado and the Ordinances of the Town of Fairplay, and that I will faithfully perform all of the duties of the office of **Police Sergeant of the Town of Fairplay**, upon which I am about to enter.

Sworn and subscribed before me this 21st day of September, 2020.

Signature

Official Administering Oath



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Tina Darrah, Town Administrator/Clerk

RE: Res. No. 29, Extending Revocable License Agreements for Millonzi's, McCall's Park Bar, and the Platte River Saloon

DATE: September 17, 2020

This resolution extends the revocable license agreements for Millonzi's, McCall's Park Bar and Platte River Saloon to October 2021. This follows the new terms set forth by the Governor and Liquor Enforcement for the temporary modification of premises for their liquor licenses. The Governor has extended the order allowing the temporary modifications to go through October 2021. They originally ended at the end of September, as did our Revocable License Agreements. While I am not sure that these locations will try and continue outdoor seating/service during the winter months, this allows them to do so and/or to start up again as soon as they are able next year. Please note that I have discussed this with Public Works in regard to snow plowing, temporary use of tents and heating devices, etc. If this is approved, we will communicate with the appropriate business owners about these items and any necessary approvals they might need.

Should the Board choose to approve this, it will need a motion, second and a roll call vote.

RESOLUTION NO. 29
(Series of 2020)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO EXTENDING REVOCABLE LICENSE AGREEMENTS FOR THE USE OF TOWN-OWNED PROPERTY WITH TIM MILLONZI/TAKA-SUSHI, INC., DBA MILLONZI'S RESTAURANT, BOBBY MCCALL/MCCALL ENTERPRISES, DBA MCCALL'S PARK BAR, AND ELLEN CANCHOLA/SOUTH PARK PUB AND GRILL, DBA PLATTE RIVER SALOON.

WHEREAS, Tim Millonzi/Taka-Sushi, Inc., dba Millonzi's Restaurant, Bobby McCall/McCall Enterprises, dba McCall's Park Bar, and Ellen Canchola/South Park Pub and Grill, dba Platte River Saloon, have previously made application to the Town for permission to occupy certain town-owned right-of-way for the purpose of using the area for restaurant seating and service and have been approved for such use; and

WHEREAS, such approval was granted with an expiration date of September 30, 2020; and

WHEREAS, due to the COVID-19 pandemic, indoor seating is not at full capacity and the Governor of the State of Colorado has extended all Modification of Premises for Liquor Licenses to allow outdoor seating until October 2021; and,

WHEREAS, the Board of Trustees has determined that a revocable license can be granted authorizing use of said public right-of-way as requested without injury to the public interest or welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that the previously granted revocable license agreements, copies of which are attached and fully incorporated herein as Exhibit A, are hereby extended for Tim Millonzi/Taka-Sushi, Inc., dba Millonzi's Restaurant, Bobby McCall/McCall Enterprises, dba McCall's Park Bar, and Ellen Canchola/South Park Pub and Grill, dba Platte River Saloon, and the Mayor and/or Town Administrator are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 21st day of September, 2020.

(Seal)

Town of Fairplay

By: _____

Mayor

ATTEST:

Town Clerk

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC is granted this 27th day of May, 2020, (the "Effective Date") by the Town of Fairplay, a statutory municipal corporation, ("Town"), whose address is 901 Main Street, Fairplay, Colorado 80440, to Tim Millonzi/Taka Sushi Inc. dba Millonzi's Restaurant, ("Licensee") whose address is 501 Front Street, Fairplay, CO 80440

- A. The Town owns the right-of-way/public place which is commonly known as Front Street (the "Town ROW").
- B. Licensee desires to allow restaurant service and seating in the Town ROW (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Town ROW are depicted on Exhibit A attached hereto and incorporated herein by this reference.
- C. Pursuant to Town Code of the Town of Fairplay ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public places.
- D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.
- E. The intent of this License is to authorize, on a revocable basis, the installation and operation of the Private Activities/Improvements within the Town ROW without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Town ROW, provided, however, that as conditions to the License, the Licensee shall:

- (i) install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Town ROW/Public Place; and
- (ii) operate the Private Activities/Improvements only in accordance with the operating conditions set forth in Exhibit B hereto, which Exhibit is hereby incorporated herein by reference.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Town ROW and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Town ROW encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Town ROW/Public Place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Town ROW due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by Town personnel, or the Town's Licensees or subLicensees, in connection with conducting maintenance or emergency operations in the Public ROW.

3. Repair of Damages

Licensee shall promptly repair all damage to the Town ROW caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. Term.

The term of this license shall begin on May 28, 2020 and end on September 30, 2020.

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Town ROW/Public Place to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

5. Revocation.

a. Town may revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Board of Trustees of the Town that the Town ROW is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Town ROW/Public Place to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification and Insurance.

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all

claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, subLicensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Town ROW constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

(ii) **Insurance.** Licensee shall procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law:

(a) Commercial General Liability insurance and Liquor Sales Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Licensees, products, and completed operations. The policies shall name TOWN, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(b) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED

THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Subsection.

(c) The insurance policies required by subsections (a) and (b) above shall name Town, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) Every policy required under this Subsection (ii) shall be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through any insurance pool of Town, shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(e) Prior to commencement of this License, Licensee shall provide Town with a certificate of insurance completed by Licensee's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to Town. The completed certificate of insurance shall be sent to:

Town of Fairplay
901 Main Street
PO Box 267
Fairplay, Colorado 80440
Attn: Tina Darrah

(h) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Licensee to Town upon demand, or Town may withhold the cost of the premiums from any monies due to Licensee from Town.

(i) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. **Competing Uses.**

The Private Activities/Improvements and the Licensee's activities within the Town ROW shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Town ROW. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. **Miscellaneous Provisions**

a. **Waiver of Breach.** A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by any party.

b. **Binding Effect.** This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. **Underlying Intent and Scope.** It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

d. **No Third Party Beneficiaries.** Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third-party beneficiaries are intended by this License. Any third party receiving a benefit from this License is an incidental and unintended beneficiary only.

e. **Governing Law, Venue, And Enforcement.** This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Park County, Colorado.

f. **No Waiver of Immunity.** Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

TOWN OF FAIRPLAY, a Colorado Municipal Corporation

[Handwritten signature]

By: Frank Just

Its: Mayor

ATTEST:

[Handwritten signature]

Tina Darrah, Town Clerk

LICENSEE:

By: Tim Millonzi

Print Name: Tim Millonzi

Position/Title: owner

STATE OF COLORADO)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this 28 day of May, 2020, by Tim Millonzi as owner of Taka Sushi Inc dba Millonzi's Restaurant.

WITNESS my hand and official seal.

My commission expires: 5/8/2024

Kim Wittbrodt
Notary Public

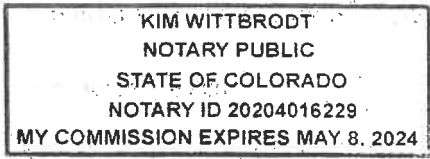


EXHIBIT A

**TOWN ROW AREA BOUNDARIES AND SITE PLAN FOR PRIVATE
ACTIVITIES/IMPROVEMENTS**

See Attached

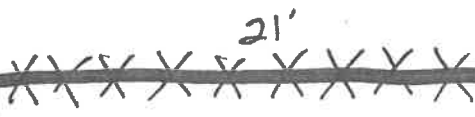
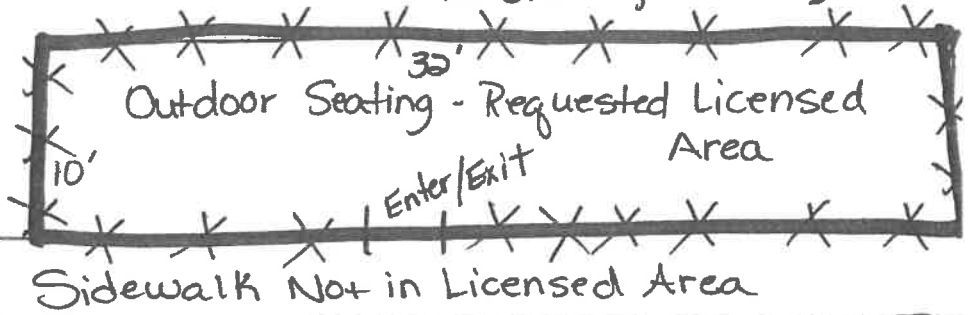
11/11/11

TOWN ROW AREA BOUNDARIES AND SITE PLAN FOR PRIVATE
ACTIVITIES/IMPROVEMENTS

EXHIBIT A

FRONT STREET
RIGHT-OF-WAY

xx = Fencing / Barrier
Signage to be placed at enter/
exit
* No Alcohol outside this area
* No Underage Drinking



Outdoor Seating -
Requested Licensed
Area

Millonzi's
Parking
Lot

HAT SHOP

Currently
Licensed Premises

Millonzi's
Restaurant
501 MAIN ST.

Side
door

DECK

Edge of River Bank

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC is granted this 27th day of May, 2020, (the "Effective Date") by the Town of Fairplay, a statutory municipal corporation, ("Town"), whose address is 901 Main Street, Fairplay, Colorado 80440, to Bobby McCall/McCall Enterprises dba McCall's Park Bar, ("Licensee") whose address is 511 Front Street, Fairplay, CO 80440

- A. The Town owns the right-of-way/public place which is commonly known as Front Street (the "Town ROW").
- B. Licensee desires to allow restaurant service and seating in the Town ROW (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Town ROW are depicted on Exhibit A attached hereto and incorporated herein by this reference.
- C. Pursuant to Town Code of the Town of Fairplay ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public places.
- D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.
- E. The intent of this License is to authorize, on a revocable basis, the installation and operation of the Private Activities/Improvements within the Town ROW without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Town ROW, provided, however, that as conditions to the License, the Licensee shall:

- (i) install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Town ROW/Public Place; and
- (ii) operate the Private Activities/Improvements only in accordance with the operating conditions set forth in Exhibit B hereto, which Exhibit is hereby incorporated herein by reference.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Town ROW and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Town ROW encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Town ROW/Public Place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Town ROW due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by Town personnel, or the Town's Licensees or subLicensees, in connection with conducting maintenance or emergency operations in the Public ROW.

3. Repair of Damages

Licensee shall promptly repair all damage to the Town ROW caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. Term.

The term of this license shall begin on May 28, 2020 and end on September 30, 2020.

40. A unilateral decision by the Town Board of Trustees of the Town that the Town ROW is desired or beneficial for any purpose.

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Town ROW/Public Place to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

5. Revocation.

a. Town may revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Board of Trustees of the Town that the Town ROW is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Town ROW/Public Place to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification and Insurance.

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all

The Town ROW constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, subLicensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Town ROW constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

(ii) **Insurance.** Licensee shall procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law:

(a) Commercial General Liability insurance and Liquor Sales Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Licensees, products, and completed operations. The policies shall name TOWN, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(b) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED

THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Subsection.

(c) The insurance policies required by subsections (a) and (b) above shall name Town, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) Every policy required under this Subsection (ii) shall be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through any insurance pool of Town, shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(e) Prior to commencement of this License, Licensee shall provide Town with a certificate of insurance completed by Licensee's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to Town. The completed certificate of insurance shall be sent to:

Town of Fairplay
901 Main Street
PO Box 267
Fairplay, Colorado 80440
Attn: Tina Darrah

(h) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Licensee to Town upon demand, or Town may withhold the cost of the premiums from any monies due to Licensee from Town.

(i) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. Competing Uses.

The Private Activities/Improvements and the Licensee's activities within the Town ROW shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Town ROW. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. Miscellaneous Provisions

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. Underlying Intent and Scope. It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

d. No Third Party Beneficiaries. Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third-party beneficiaries are intended by this License. Any third party receiving a benefit from this License is an incidental and unintended beneficiary only.

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Park County, Colorado.

f. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

TOWN OF FAIRPLAY, a Colorado Municipal Corporation

[Handwritten Signature]

By: Frank Just

Its: Mayor

ATTEST:

[Handwritten Signature]

Tina Darrah, Town Clerk

LICENSEE:

By: Bobby McCall

Print Name: Bobby McCall

Position/Title: OWNER

STATE OF COLORADO)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this 28 day of May, 2020, by Bobby McCall as owner of McCall Enterprises, DBA McCall's Park Bar

WITNESS my hand and official seal.

My commission expires: May 8, 2024

Kim Wittbrodt
Notary Public

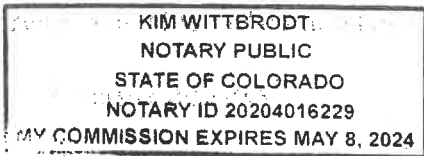


EXHIBIT A

**TOWN ROW AREA BOUNDARIES AND SITE PLAN FOR PRIVATE
ACTIVITIES/IMPROVEMENTS**

See Attached.

City of...
...

Exhibit A

FRONT STREET ROW

Mountain Essentials
520 Front

Alley

Leggett Enterprises, LLC
526 Front St.

.91 .54 .91

10' 75' 10'

511 Front ST.
Park Bar

517 | 523 Front St.

EXHIBIT B

OPERATING CONDITIONS

- 1) It is understood by the Licensee that no alcohol may be served in this area until all necessary liquor licenses have been obtained from the Town of Fairplay and the State of Colorado.**
- 2) Licensee agrees that all applicable health orders issued by the State of Colorado and Park County will be complied with and that it is Licensee's responsibility to be aware of such orders.**
- 3) Licensee agrees that the operating hours will end at 9:00 p.m. for outdoor seating authorized by this agreement.**

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC is granted this 27th day of May, 2020, (the "Effective Date") by the Town of Fairplay, a statutory municipal corporation, ("Town"), whose address is 901 Main Street, Fairplay, Colorado 80440, to Ellen Canchola/South Park Pub and Grill dba Platte River Saloon, ("Licensee") whose address is 517/523 Front Street, Fairplay, CO 80440

- A. The Town owns the right-of-way/public place which is commonly known as Front Street (the "Town ROW").
- B. Licensee desires to allow restaurant service and seating in the Town ROW (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Town ROW are depicted on Exhibit A attached hereto and incorporated herein by this reference.
- C. Pursuant to Town Code of the Town of Fairplay ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public places.
- D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.
- E. The intent of this License is to authorize, on a revocable basis, the installation and operation of the Private Activities/Improvements within the Town ROW without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Town ROW, provided, however, that as conditions to the License, the Licensee shall:

- (i) install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Town ROW/Public Place; and
- (ii) operate the Private Activities/Improvements only in accordance with the operating conditions set forth in Exhibit B hereto, which Exhibit is hereby incorporated herein by reference.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Town ROW and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Town ROW encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Town ROW/Public Place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Town ROW due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by Town personnel, or the Town's Licensees or subLicensees, in connection with conducting maintenance or emergency operations in the Public ROW.

3. Repair of Damages

Licensee shall promptly repair all damage to the Town ROW caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. Term.

The term of this license shall begin on May 28, 2020 and end on September 30, 2020.

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Town ROW/Public Place to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

5. Revocation.

a. Town may revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Board of Trustees of the Town that the Town ROW is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Town ROW/Public Place to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification and Insurance.

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all

The Town ROW constitutes a dangerous, hazardous, and/or unsafe condition. Licensee shall indemnify and hold harmless the Town as required in this section for all claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, subLicensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Town ROW constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

(ii) **Insurance.** Licensee shall procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law:

(a) Commercial General Liability insurance and Liquor Sales Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Licensees, products, and completed operations. The policies shall name TOWN, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(b) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED

THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Subsection.

(c) The insurance policies required by subsections (a) and (b) above shall name Town, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) Every policy required under this Subsection (ii) shall be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through any insurance pool of Town, shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(e) Prior to commencement of this License, Licensee shall provide Town with a certificate of insurance completed by Licensee's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to Town. The completed certificate of insurance shall be sent to:

Town of Fairplay
901 Main Street
PO Box 267
Fairplay, Colorado 80440
Attn: Tina Darrah

(h) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Licensee to Town upon demand, or Town may withhold the cost of the premiums from any monies due to Licensee from Town.

(i) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. **Competing Uses.**

The Private Activities/Improvements and the Licensee's activities within the Town ROW shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Town ROW. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. **Miscellaneous Provisions**

a. **Waiver of Breach.** A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by any party.

b. **Binding Effect.** This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. **Underlying Intent and Scope.** It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

d. **No Third Party Beneficiaries.** Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third-party beneficiaries are intended by this License. Any third party receiving a benefit from this License is an incidental and unintended beneficiary only.

e. **Governing Law, Venue, And Enforcement.** This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Park County, Colorado.

f. **No Waiver of Immunity.** Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

TOWN OF FAIRPLAY, a Colorado Municipal Corporation

[Handwritten signature]

By: Frank Just

Its: Mayor

ATTEST:

[Handwritten signature]

Tina Darrah, Town Clerk

LICENSEE:

By: *[Handwritten signature]*

Print Name: ELLEN CANCHOLA

Position/Title: OWNER

STATE OF COLORADO)

) ss.

COUNTY OF PARK)

The foregoing instrument was acknowledged before me this 28th day of May, 2020, by Ellen Canchola as owner of South Park Pub and Grill dba Platte River Saloon.

WITNESS my hand and official seal.

My commission expires: May 8, 2024

[Handwritten signature]

Notary Public

KIM WITTBRODT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204016229
MY COMMISSION EXPIRES MAY 8, 2024

EXHIBIT A

**TOWN ROW AREA BOUNDARIES AND SITE PLAN FOR PRIVATE
ACTIVITIES/IMPROVEMENTS**

See Attached

EXHIBIT 'A'

xx = FENCING/BARRIER

SIGNAGE WILL BE

PLACED AT ENTER/
EXIT

• NO ALCOHOL OUTSIDE
OF THIS AREA

• NO UNDERAGE
DRINKING.

← FRONT STREET
RIGHT-OF-WAY

50'

OUTDOOR
SEATING - REQUESTED LICENSED AREA

ENTER/EXIT

Sidewalk - NOT IN LICENSED AREA

Platte River Saloon
517/523 FRONT ST.

INSIDE
LICENSED
AREA

Hand
Hotel

PARK BAR

Alley

BACKYARD
LICENSED AREA

Edge of River Bank

EXHIBIT B

OPERATING CONDITIONS

- 1) **It is understood by the Licensee that no alcohol may be served in this area until all necessary liquor licenses have been obtained from the Town of Fairplay and the State of Colorado.**
- 2) **Licensee agrees that all applicable health orders issued by the State of Colorado and Park County will be complied with and that it is Licensee's responsibility to be aware of such orders.**
- 3) **Licensee agrees that the operating hours will end at 9:00 p.m. for outdoor seating authorized by this agreement.**

Chief Bo Schlunsen
FAIRPLAY POLICE DEPARTMENT



To: Fairplay Board of Trustees
From: Police Chief Bo Schlunsen
Date: 21 September, 2020
Re: Memo for Ratification of Resolution to Adopt the Revised Hazard Mitigation Plan

The County and stakeholders, including the Town of Fairplay, have been working with a consultant on updating the Park County Hazard Mitigation Plan (HMP). It is now complete and needs to be adopted by 1 October, 2020 to be implemented. By approving the HMP, the Town will be eligible for FEMA assistance in the event of a disaster, such as the flooding at The Beach.

Very little, and nothing of importance, has changed from the previous version from 10 years ago. I recommend approval of the Resolution to adopt the updated HMP.

A handwritten signature in cursive script, appearing to read 'Bo Schlunsen'.

Chief Bo Schlunsen



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

**TOWN OF FAIRPLAY
STATE OF COLORADO
RESOLUTION NO. 2020 -30**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO ADOPTING THE PARK COUNTY HAZARD MITIGATION PLAN UPDATE DATED SEPTEMBER 2020.

WHEREAS, the Town of Fairplay, with the assistance from Park County, has gathered information and prepared the Park County Hazard Mitigation Plan; and,

WHEREAS, the Park County Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and,

WHEREAS, the Town of Fairplay is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, the Town of Fairplay Board of Trustees has reviewed the Plan and affirms that the Plan will be updated no less than every five years;

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

The Park County Hazard Mitigation Plan Updated dated September 2020 is hereby adopted and approved by the Board of Trustees as this jurisdiction's Multi-Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

READ, APPROVED and ADOPTED at a regular meeting of the Board of Trustees of the Town of Fairplay, Colorado, this 21st day of September, 2020.

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

Chief Bo Schlunsen

FAIRPLAY POLICE DEPARTMENT



To: Fairplay Board of Trustees
From: Acting Police Chief Bo Schlunsen
Date: 21 September, 2020
Re: September Report to the Board

This Report to the Board includes statistics that would have been in the August report.

From July 11 through September 16, there were 41 case reports written. I have written numerous supplemental reports documenting the destruction of evidence as I make a concerted effort to clean out the evidence room. There is evidence in there from 1982!

We responded to 8 animal calls, 3 abandoned vehicles, 1 assault, 3 theft/fraud, 22 civil/neighbor disputes, 5 code violations, 32 agency assists, 1 DHS call, 3 Disorderly Conduct calls, 2 Domestic Violence calls, 1 Elder Abuse call, 4 9-1-1 calls, 3 alarms, 3 Juvenile complaints, 1 Menacing call, 5 mental health calls, 2 missing person/runaway calls, 2 parking complaints, 7 Drunk Driving complaints, 1 Safe2Tell report, 7 suspicious person calls, 7 Traffic Crash investigations, 8 Welfare Checks, 3 V.I.N. checks and 1 Protection Order Violation. We made 136 Directed Patrols, 1 warrant arrest, obtained 1 arrest warrant, 6 school security patrols, 2 felony investigations, 4 criminal summonses, 14 traffic tickets and 8 traffic warnings.

We all took an 8 hour certification course for the Taser and all completed a 4 hour Arrest Control/Defensive Tactics refresher.

We've all noticed the increase in tourism since the lockdown. Our visitors appear to be behaving well and aren't causing much in the way of problems. The Police Department is operating at about normal activity.



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



MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Assistant Town Administrator and Public Works Director

RE: Staff Report

DATE: September 17, 2020

As the summer comes to a close the Public Works crew is transitioning from our summer projects into our winter projects and routine. Gerrits and Sean both have taken a keen interest in training Chris Bannister and I have a lot of confidence in the crew coming into the winter.

Since taking over as Public Works Director I have received a significant buy in from the crew in regard to the direction of the department. Our summer priorities consisted of completing projects which would have a direct and noticeable positive impact on the lives of our community members, managing and assisting in the Towns Capital Projects (River Park Phase One, asphalt overlay, installation of the EV Charging Stations, etc.

Of late staff has been working and meeting with SGM, Bill Hahn of Hahn Water Resources and Rick Fendel and Matt Poznanovic of Petrock Fendel Poznanovic, P.C.—the Town’s water attorneys—regarding the evaluation of the Town’s water system. As you know, Angie and SGM have presented the Water Supply Study and Development Plan for you tonight. We will be returning before the Board at a later date with a staff proposal regarding next steps. Please be assured that the water system is more than able to provide adequate supply for our demand.

Of course, there has been much more going on in the Public Works world. Please ask me any questions you may have.