

**AGENDA for a Regular Meeting  
of the Board of Trustees of the Town of Fairplay, Colorado  
Monday, July 19, 2021 at 6:00 p.m. at the Fairplay Town Hall Meeting Room  
901 Main Street, Fairplay Colorado**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
  - A. APPROVAL OF MINUTES** –June 18, 2021 and June 21, 2021
  - B. APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$503,065.51.
  - C.** Should the Board Approve Adoption of Resolution No. 17, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO GRANTING APPROVAL OF THE APPLICATION FOR A SPECIAL USE PERMIT FOR 400 US HIGHWAY 285.”?**
- VI. CITIZEN COMMENTS**
- VII. UNFINISHED BUSINESS**
  - A.** Formal Direction Regarding Purchase of Police Vehicle
  - B.** Other Discussion Items.
- VIII. NEW BUSINESS**
  - A.** Should the Board Approve Adoption of Resolution No. 18, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN ENCROACHMENT AGREEMENT 240 FOURTH STREET BETWEEN JOAN ZIMMERMAN AND THE TOWN OF FAIRPLAY, COLORADO .”?**
  - B.** Should the Board Approve Adoption of Resolution No. 19, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAHN WATER RESOURCES, LLC AND THE TOWN OF FAIRPLAY, COLORADO .”?**
  - C.** Discussion Regarding Town Administrator Position
  - D.** Other New Business.
- IX. BOARD OF TRUSTEE AND STAFF REPORTS**
- X. WORKSESSION REGARDING 501 MAIN STREET BUILDING**
- XI. ADJOURNMENT**

**Upcoming Meetings/Important Dates**

|                       |                  |
|-----------------------|------------------|
| Burro Days Event      | July 23-25, 2021 |
| Regular Board Meeting | August 2, 2021   |
| Regular Board Meeting | August 16, 2021  |

*This agenda may be amended.*

*Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, July 15, 2021.*

**MINUTES OF A SPECIAL MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
June 18, 2021**

**CALL TO ORDER**

A special meeting of the Board of Trustees for the Town of Fairplay was called to order at 10:01 a.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just. Mayor Just proceeded with the roll call which was answered by Trustees Scott Dodge and Josh Voorhis. Also in attendance was Town Attorney Paul Wisor and Department of Local Affairs Regional Manager, Greg Winkler. Trustees Nate Fidler and Eve Stapp were absent.

**AGENDA ADOPTION**

**Motion #1** by Trustee Dodge, seconded by Trustee Voorhis, that the agenda be adopted as presented. Motion carried unanimously. (Trustees Fidler and Stapp absent.)

**EXECUTIVE SESSION**

**Motion #2** by Trustee Dodge, seconded by Trustee Voorhis, that the Board go into executive session at 10:03 a.m. pursuant to C.R.S. 24-6-402 (4) (f) to conduct interviews for the Town Administrator position. Motion carried unanimously. (Trustees Fidler and Stapp absent.)

Mayor Just announced that the meeting was back to open session at 12:00 p.m. The participants in the executive session were: Mayor Just, Trustees Voorhis and Dodge, Town Attorney Wisor, Mr. Winkler and applicant Erin McGrain and applicant Jonathan Cain. Mayor Just announced that no action was taken in the executive session.

Mayor Just announced that the Board would take a break for lunch at 12:00 p.m. and that the meeting would be reconvened in approximately one hour. Mayor Just called the meeting back to order at 1:00 p.m. and asked for a motion to go into executive session to conduct the remaining interview for the Town Administrator position.

**Motion #3** by Trustee Dodge, seconded by Trustee Voorhis, that the Board go into executive session at 1:02 p.m. pursuant to C.R.S. 24-6-402 (4) (f) to conduct interviews for the Town Administrator position. Motion carried unanimously. (Trustees Fidler and Stapp absent.)

Mayor Just announced that the meeting was back to open session at 2:43 p.m. The participants in the executive session were: Mayor Just, Trustees Voorhis and Dodge, Town Attorney Wisor, Mr. Winkler and applicant David Bebak and for a short time Tina Darrah, Mason Green, and Kim Wittbrodt. Mayor Just announced that no action was taken in the executive session.

**OTHER BUSINESS/DIRECTION TO STAFF**

Mayor Just announced that the Board had interviewed three applicants for the position of Town Administrator, Erin McGrain, Jonathon Cain and David Bebak. The Board instructed Ms. Darrah to offer the position of Town Administrator to Mr. Cain and authorized Ms. Darrah to work with Mr. Cain in drafting an employment contract for the Board to review.

**ADJOURNMENT**

Mayor Just, noting that there being no further regular business before the Board, declared that the meeting be adjourned at 2:49 p.m.

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Frank Just, Mayor

ATTEST:

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

**MINUTES OF A REGULAR MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
JUNE 21, 2021**

**CALL TO ORDER**

A regular meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:01 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 Scott Dodge, Nate Fidler and Josh Voorhis. Also in attendance were Public Works Director/Asst. Town Administrator Mason Green, Town Treasurer Kim Wittbrodt, Town Planner Scot Hunn and Town Administrator/ Clerk Tina Darrah. Trustee Eve Stapp was absent.

**AGENDA ADOPTION**

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

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

**A. APPROVAL OF MINUTES** –June 7, 2021

**B. APPROVAL OF EPENDITURES**—Approval of bills of various Town funds in the amount of **\$39,324.22.**

**C.** Approval of Findings of Fact, Conclusions and Order in RE: Application of South Park Cigars for a Tavern Retail Liquor License

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

**CITIZEN COMMENTS**

No citizen comment was offered.

**PUBLIC HEARINGS**

**Should the Board Approve a Special Use Permit for 400 US Hwy 285 to allow the Display and Sale of Shed Depot USA's Model Sheds?**

Mayor Just opened the Public Hearing at 6:03 pm and offered a brief opening statement stating jurisdiction and outlining procedures for the public hearing. He then asked for staff comment, which was offered by Town Planner Hunn, explaining that the application before them was from Sam Mick to allow the display and sale of Shed Depot's model sheds on his property located at 400 US Hwy 285 (the vacant lot adjacent to the Family Dollar). Mr. Hunn went thru his staff report and concluded by offering a staff recommendation of approval with the following conditions:

- 1) The special use permit shall NOT run with the land; approval is personal to the applicant.
- 2) Sheds shall be located to adhere to front, side, and rear yard setbacks.
- 3) Hours of pick-up and delivery are limited to Monday-Friday 9am-5pm.
- 4) No exterior lighting is approved as part of this permit.

5) All signage shall comply with the Town's sign regulations.

Mayor Just asked for applicant comment which was offered by Tomi Shake, acting on behalf of the applicant, encouraging the Board to approve the application, and offering to answer any questions that the Board might have.

Mayor Just asked for public comment in favor of the application. No comments offered.

Mayor Just asked for public comment in opposition to the application. No comments offered.

Mayor Just closed the public hearing at 6:15 p.m. and asked for Board deliberation and a motion.

Discussion ensued regarding the following items: lock of the sheds, upkeep of the sheds, cleaning, and maintenance of the sheds, point of sale, yard/lot maintenance, building permit, access/egress to lot, unauthorized use of sheds, and security plan.

Per the discussion the following conditions were added to the five conditions proposed by staff:

6) Access will not be permitted from US Hwy. 285.

7) The special use permit will be reviewed as necessary by Town Staff for compliance with the Town Code and the conditions of the special use permit.

**Motion #3** by Trustee Voorhis, seconded by Trustee Fidler, that the Board approve the application to allow the display and sale of Shed Depot's model sheds on the property addressed as 400 US Hwy. 285 with the seven conditions as stated above and further directing staff to bring this back as a formal resolution at the next meeting. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp absent.)

### **UNFINISHED BUSINESS**

#### **Other Discussion Items**

None offered.

### **NEW BUSINESS**

Should the Board Approve Adoption of Resolution No. 16, series of 2021, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONTRACT FOR THE COHEN PARK PROJECT BETWEEN JUST BE YOU, INC., DBA STAR PLAYGROUNDS, AND THE TOWN OF FAIRPLAY, COLORADO."?

Staff comment was offered by Public Works Director Green informing the Board that this contract is between the Town and Star Playgrounds for the Cohen Park Project. He informed the Board that the open house at Cohen Park had gone well and the contract before them included as many desired elements as possible as voiced by those present at the open house. He explained that while this contract includes the basketball court in the originally proposed location, this is subject to change if the court is relocated to a more desirable location. He explained that he is working with Star Playgrounds to get an actual number to move the court and that he would submit it to the Board as soon as he received it. He further explained that if it comes in at a higher price than what is proposed currently, a change order could be submitted for those costs if that was the direction the Board agreed upon.

**Motion #4** by Trustee Voorhis, seconded by Trustee Dodge, that the Board approve adoption of Resolution No. 16, series of 2021, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONTRACT FOR THE

**COHEN PARK PROJECT BETWEEN JUST BE YOU, INC., DBA STAR PLAYGROUNDS, AND THE TOWN OF FAIRPLAY, COLORADO**", with the condition that the Board review and approve the location of the basketball court. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler - yes. Motion carried unanimously. (Trustee Stapp absent.)

Discussion/Direction Regarding Parklets on Front Street

Staff comment was offered by Town Administrator/Clerk Darrah explaining that this item is before the Board as it has recently been brought to staff's attention that a couple businesses on Front Street have put up parklets in the Town's right of way in front of their businesses without authorization. She noted that the only businesses on Front Street that currently have revocable license agreements allowing "parklets" are McCall's Park Bar, Platte River Saloon and Millonzi's, reminding the Board that last summer during COVID the Board allowed these types of uses on Town right-of-way due to the pandemic causing extenuating circumstances for business owners. She further reminded the Board that they had extended the authorization for these parklets in front of the three restaurants only until October of 2021, which coincides with the Governor's order extending outdoor liquor licenses. Ms. Darrah informed the Board that staff had received a request from Mountain Essentials to be allowed a parklet which has been included in the packet. Ms. Darrah noted that also in the packet were letters from business owners asking that no parklets be allowed on Front Street.

Ms. Darrah recalled that the Town Board did not intend for these to be permanent uses until language could be added to the UDC which would permit/license the use with necessary conditions as determined by the Town Board. She explained that since this code change had not yet happened, staff is looking for direction on how to proceed with accepting applications for parklets on Front Street.

Discussion ensued among the Board wherein it was decided to continue to allow the three previously approved revocable licenses to continue, but not to allow any others on Front Street at this time. They further discussed the need for a 'parklet program' to be written creating a more formal application process with uniform requirements before any further applications are considered.

Other New Business

None offered.

BOARD OF TRUSTEE AND STAFF REPORTS

Public Works Director/Asst. Town Administrator Green reported briefly on Public Works projects such as the flowers, pothole repair and the street paving.

Trustee Voorhis noted that he is working with Mr. Green on a plan to fix the outhouse at Cohen Park.

Mayor Just announced that Jonathon Cain had accepted the position of Town Administrator noting that his first day would be Monday, July 19, 2021.

ADJOURNMENT

Mayor Just, noting that there being no further regular business before the Board, declared that the regular meeting be adjourned at 7:15 p.m.

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Frank Just, Mayor

ATTEST:

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Tina Darrah, Town Clerk



## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Kim Wittbrodt, Treasurer  
**RE:** Paid Bills/Financial Statements  
**DATE:** July 13, 2021

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Agenda Item: Bills

Attached is the list of invoices paid from June 14, 2021 through July 13, 2021.

Total Expenditures: \$503,065.51

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

Attached are the financial statements for all funds through June 30, 2021.

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 |
|------------------|--------------|-----------------------------|-----------------------------|-----|--------------|--------------|------------|
| 07/01/2021       | 17240        | Burnett Land Surveying      | cohen park topo             | 1   | 06/30/2021   | 100.00       | 105883     |
| Total 269:       |              |                             |                             |     |              | 100.00       |            |
| 07/01/2021       | 17241        | Caselle, Inc                | Software Support            | 1   | 06/01/2021   | 439.50       | 105060     |
| 07/01/2021       | 17241        |                             | Software Support            | 2   | 06/01/2021   | 439.50       | 517206     |
| Total 334:       |              |                             |                             |     |              | 879.00       |            |
| 06/24/2021       | 17224        | Cash                        | Petty Cash                  | 1   | 06/24/2021   | 400.00       | 101002     |
| 07/13/2021       | 17282        |                             | reimburse petty cash        | 1   | 06/30/2021   | 13.65        | 105035     |
| 07/13/2021       | 17282        |                             | reimburse petty cash        | 2   | 06/30/2021   | 18.31        | 105070     |
| 07/13/2021       | 17282        |                             | Petty Cash                  | 3   | 06/30/2021   | 4.80         | 105130     |
| 07/13/2021       | 17282        |                             | Petty Cash                  | 4   | 06/30/2021   | 4.36         | 105625     |
| 07/01/2021       | 17242        |                             | cash for parade prizes      | 1   | 07/01/2021   | 150.00       | 105171     |
| Total 340:       |              |                             |                             |     |              | 591.12       |            |
| 07/12/2021       | 17278        | The Flume                   | display ads                 | 1   | 06/30/2021   | 201.00       | 105170     |
| 07/12/2021       | 17278        |                             | display ads                 | 2   | 06/30/2021   | 201.00       | 105171     |
| 07/12/2021       | 17278        |                             | display ads                 | 3   | 06/30/2021   | 50.00        | 105130     |
| 07/12/2021       | 17278        |                             | ccr report                  | 4   | 06/30/2021   | 445.63       | 517222     |
| 07/12/2021       | 17278        |                             | legal /ads                  | 5   | 06/30/2021   | 32.51        | 106125     |
| 07/12/2021       | 17278        |                             | help wanted ad              | 6   | 06/30/2021   | 527.00       | 105070     |
| Total 868:       |              |                             |                             |     |              | 1,457.14     |            |
| 07/09/2021       | 17268        | Mountain View Waste         | roll offs for town clean up | 1   | 07/01/2021   | 6,080.00     | 105135     |
| 07/09/2021       | 17268        |                             | 2 yd 2 monthly              | 1   | 07/01/2021   | 75.00        | 517675     |
| Total 1414:      |              |                             |                             |     |              | 6,155.00     |            |
| 06/17/2021       | 17205        | Postal Pros Southwest, Inc  | water billing               | 1   | 06/08/2021   | 282.61       | 517218     |
| 07/12/2021       | 17277        |                             | water billing               | 1   | 07/06/2021   | 290.53       | 517218     |
| Total 1699:      |              |                             |                             |     |              | 573.14       |            |
| 06/25/2021       | 17228        | Riverside Trophies          | trophies                    | 1   | 06/24/2021   | 27.95        | 105171     |
| 06/25/2021       | 17228        |                             | trophies                    | 2   | 06/24/2021   | 111.80       | 105162     |
| Total 1804:      |              |                             |                             |     |              | 139.75       |            |
| 06/17/2021       | 17207        | Town of Fairplay            | 850 hathaway                | 1   | 05/31/2021   | 101.70       | 105186     |
| 06/17/2021       | 17207        |                             | 501 main                    | 1   | 05/31/2021   | 303.20       | 105195     |
| 07/12/2021       | 17279        |                             | 850 hathaway                | 1   | 06/30/2021   | 101.70       | 105186     |
| 07/12/2021       | 17279        |                             | 501 main                    | 1   | 06/30/2021   | 303.20       | 105195     |
| Total 2134:      |              |                             |                             |     |              | 809.80       |            |
| 06/25/2021       | 17230        | USABlueBook                 | supplies                    | 1   | 06/15/2021   | 576.45       | 517670     |
| Total 2176:      |              |                             |                             |     |              | 576.45       |            |
| 07/06/2021       | 17258        | Utility Notification Center | RTL Transmissions           | 1   | 06/30/2021   | 52.80        | 517455     |



| Check Issue Date | Check Number | Name                       | Description               | Seq | Invoice Date | Check Amount | GL Account |
|------------------|--------------|----------------------------|---------------------------|-----|--------------|--------------|------------|
| 07/06/2021       | 17258        |                            | RTL Transmissions         | 1   | 06/30/2021   | 76.56        | 517650     |
| Total 2194:      |              |                            |                           |     |              | 129.36       |            |
| 07/01/2021       | 17246        | Verizon Wireless           | cell Phone - public works | 1   | 07/01/2021   | 42.09        | 105645     |
| 07/01/2021       | 17246        |                            | jet pack                  | 2   | 07/01/2021   | 40.01        | 105130     |
| 07/01/2021       | 17246        |                            | Phones and air cards      | 3   | 07/01/2021   | 291.39       | 105455     |
| Total 2212:      |              |                            |                           |     |              | 373.49       |            |
| 06/24/2021       | 17223        | Xcel Energy                | 945 quarry                | 1   | 06/14/2021   | 13.94        | 517490     |
| 07/01/2021       | 17249        |                            | 901 main                  | 1   | 06/18/2021   | 207.97       | 105023     |
| 07/01/2021       | 17249        |                            | chlorinator               | 1   | 06/18/2021   | 58.21        | 517470     |
| 07/01/2021       | 17249        |                            | fairplay sign #1          | 1   | 06/18/2021   | 11.66        | 105640     |
| 07/01/2021       | 17249        |                            | 747 bogue                 | 1   | 06/18/2021   | 14.06        | 105841     |
| 07/01/2021       | 17249        |                            | 1800 beaver creek road    | 1   | 06/18/2021   | 1,050.75     | 517495     |
| 07/01/2021       | 17249        |                            | 117 silverheels road      | 1   | 06/18/2021   | 10.70        | 105841     |
| 07/01/2021       | 17249        |                            | 501 main                  | 1   | 06/18/2021   | 323.82       | 105195     |
| 07/01/2021       | 17249        |                            | monument sign             | 1   | 06/18/2021   | 25.38        | 105640     |
| 07/01/2021       | 17249        |                            | 850 hathaway              | 1   | 06/18/2021   | 196.81       | 105186     |
| 07/01/2021       | 17249        |                            | san plant                 | 1   | 06/22/2021   | 3,658.31     | 517680     |
| 07/01/2021       | 17249        |                            | 1190 castello             | 1   | 06/23/2021   | 127.84       | 105650     |
| 07/01/2021       | 17249        |                            | 200 2nd street            | 2   | 06/23/2021   | 98.21        | 517470     |
| 07/01/2021       | 17249        |                            | 157 6th                   | 3   | 06/23/2021   | 62.41        | 105640     |
| 07/01/2021       | 17249        |                            | 156 5th                   | 4   | 06/23/2021   | 10.70        | 105640     |
| 07/01/2021       | 17249        |                            | 589 platte drive          | 5   | 06/23/2021   | 10.70        | 105841     |
| 07/01/2021       | 17249        |                            | 419 front                 | 6   | 06/23/2021   | 11.29        | 105640     |
| 07/09/2021       | 17272        |                            | street lights             | 1   | 07/01/2021   | 926.48       | 105640     |
| Total 2296:      |              |                            |                           |     |              | 6,819.24     |            |
| 07/09/2021       | 17270        | South Park Ace & Lumber    | Supplies                  | 1   | 06/25/2021   | 149.81       | 105630     |
| 07/09/2021       | 17270        |                            | Supplies                  | 2   | 06/25/2021   | 89.63        | 517214     |
| 07/09/2021       | 17270        |                            | Supplies                  | 3   | 06/25/2021   | 52.97        | 517480     |
| 07/09/2021       | 17270        |                            | Supplies                  | 4   | 06/25/2021   | 13.99        | 105025     |
| 07/09/2021       | 17270        |                            | Supplies                  | 5   | 06/25/2021   | 51.49        | 105170     |
| 07/09/2021       | 17270        |                            | Supplies                  | 6   | 06/25/2021   | 96.95        | 517670     |
| 07/09/2021       | 17270        |                            | Supplies                  | 7   | 06/25/2021   | 80.99        | 105625     |
| 07/09/2021       | 17270        |                            | Supplies                  | 8   | 06/25/2021   | 38.99        | 517242     |
| Total 2405:      |              |                            |                           |     |              | 574.82       |            |
| 07/06/2021       | 17253        | KONICA MINOLTA BUSIN       | C364E Copier              | 1   | 06/28/2021   | 518.43       | 105032     |
| Total 2448:      |              |                            |                           |     |              | 518.43       |            |
| 06/24/2021       | 17212        | Darrah, Tina               | Cell Phone                | 1   | 06/24/2021   | 50.00        | 105065     |
| 07/12/2021       | 17276        |                            | piip - 889 steinfelt      | 1   | 07/12/2021   | 4,606.00     | 105185     |
| Total 2462:      |              |                            |                           |     |              | 4,656.00     |            |
| 07/12/2021       | 17274        | CIRSA                      | deductible for tahoe      | 1   | 07/12/2021   | 209.20       | 105420     |
| Total 2490:      |              |                            |                           |     |              | 209.20       |            |
| 07/09/2021       | 17269        | Salt Licking Goat Clothing | stickers                  | 1   | 05/11/2020   | 200.00       | 105130     |
| 07/09/2021       | 17269        |                            | stickers                  | 2   | 05/11/2020   | 420.00       | 105162     |

| Check Issue Date | Check Number | Name                       | Description            | Seq | Invoice Date | Check Amount | GL Account |
|------------------|--------------|----------------------------|------------------------|-----|--------------|--------------|------------|
| Total 2500:      |              |                            |                        |     |              | 620.00       |            |
| 06/17/2021       | 17203        | CARD SERVICES              | Postage                | 1   | 06/01/2021   | 109.82       | 105130     |
| 06/17/2021       | 17203        |                            | Postage                | 2   | 06/01/2021   | 97.35        | 105035     |
| 06/17/2021       | 17203        |                            | Food for meeting       | 3   | 06/01/2021   | 104.20       | 105070     |
| 06/17/2021       | 17203        |                            | Postage                | 4   | 06/01/2021   | 55.00        | 517218     |
| 06/17/2021       | 17203        |                            | Supplies               | 5   | 06/01/2021   | 254.45       | 105030     |
| 06/17/2021       | 17203        |                            | parts                  | 6   | 06/01/2021   | 158.94       | 105630     |
| 06/17/2021       | 17203        |                            | Supplies               | 7   | 06/01/2021   | 29.48        | 105135     |
| 06/17/2021       | 17203        |                            | Supplies-grant         | 8   | 06/01/2021   | 1,398.20     | 105453     |
| 06/17/2021       | 17203        |                            | web hosting            | 9   | 06/01/2021   | 74.95        | 105130     |
| 06/17/2021       | 17203        |                            | Food for meeting       | 10  | 06/01/2021   | 180.00       | 105070     |
| 06/17/2021       | 17203        |                            | Supplies               | 11  | 06/01/2021   | 157.89       | 517214     |
| 06/17/2021       | 17203        |                            | Supplies               | 12  | 06/01/2021   | 116.00       | 105030     |
| 06/17/2021       | 17203        |                            | ad                     | 13  | 06/01/2021   | 50.00        | 105070     |
| 06/17/2021       | 17203        |                            | Supplies               | 14  | 06/01/2021   | 93.06        | 105170     |
| 06/17/2021       | 17203        |                            | Food for meeting       | 15  | 06/01/2021   | 46.17        | 105630     |
| 06/17/2021       | 17203        |                            | water training         | 16  | 06/01/2021   | 90.00        | 517425     |
| 06/17/2021       | 17203        |                            | car wash               | 17  | 06/01/2021   | 5.50         | 105420     |
| 06/17/2021       | 17203        |                            | Supplies               | 18  | 06/01/2021   | 93.28        | 105475     |
| 06/17/2021       | 17203        |                            | office supplies        | 19  | 06/01/2021   | 99.99        | 105060     |
| 06/17/2021       | 17203        |                            | Supplies               | 20  | 06/01/2021   | 23.95        | 105070     |
| 06/17/2021       | 17203        |                            | Food for meeting       | 21  | 06/01/2021   | 19.27        | 105070     |
| 06/17/2021       | 17203        |                            | logmein                | 22  | 06/01/2021   | 129.00       | 105085     |
| 06/17/2021       | 17203        |                            | Supplies               | 23  | 06/01/2021   | 1,219.12     | 105625     |
| 06/17/2021       | 17203        |                            | Supplies               | 24  | 06/01/2021   | 389.80       | 105625     |
| 06/17/2021       | 17203        |                            | Supplies               | 25  | 06/01/2021   | 8.58         | 105630     |
| 06/17/2021       | 17203        |                            | Supplies               | 26  | 06/01/2021   | 395.70       | 105630     |
| 06/17/2021       | 17203        |                            | Supplies               | 27  | 06/01/2021   | 64.52        | 105630     |
| 06/17/2021       | 17203        |                            | Supplies               | 28  | 06/01/2021   | 45.00        | 105625     |
| 06/17/2021       | 17203        |                            | Supplies               | 29  | 06/01/2021   | 44.99        | 517242     |
| Total 2503:      |              |                            |                        |     |              | 5,554.21     |            |
| 07/09/2021       | 17266        | Hahn Water Resources, LL   | consulting             | 1   | 07/06/2021   | 765.00       | 517430     |
| Total 2509:      |              |                            |                        |     |              | 765.00       |            |
| 06/24/2021       | 17213        | Envision Sign and Graphic  | vinyl banners          | 1   | 06/18/2021   | 90.00        | 105162     |
| 06/24/2021       | 17213        |                            | vinyl banners          | 2   | 06/18/2021   | 90.00        | 105150     |
| 06/24/2021       | 17213        |                            | Decals                 | 1   | 06/18/2021   | 25.00        | 105625     |
| 06/24/2021       | 17213        |                            | Decals                 | 2   | 06/18/2021   | 25.00        | 517242     |
| Total 2528:      |              |                            |                        |     |              | 230.00       |            |
| 06/24/2021       | 17210        | Colorado Activities Center | summit cty rack cards  | 1   | 05/03/2021   | 1,944.00     | 105130     |
| Total 2606:      |              |                            |                        |     |              | 1,944.00     |            |
| 07/01/2021       | 17243        | CenturyLink                | 7198362622355B         | 1   | 06/19/2021   | 544.91       | 105065     |
| 07/01/2021       | 17243        |                            | acct 719-836-4609 502B | 1   | 06/19/2021   | 88.78        | 517470     |
| 07/01/2021       | 17243        |                            | acct 82239760          | 1   | 06/24/2021   | 20.68        | 105065     |
| Total 2614:      |              |                            |                        |     |              | 634.37       |            |
| 06/17/2021       | 17204        | Mayberry & Company, LLC    | final audit            | 1   | 06/10/2021   | 5,250.00     | 106117     |

| Check Issue Date | Check Number | Name                       | Description           | Seq | Invoice Date | Check Amount | GL Account |
|------------------|--------------|----------------------------|-----------------------|-----|--------------|--------------|------------|
| 06/17/2021       | 17204        |                            | final audit           | 2   | 06/10/2021   | 3,500.00     | 517320     |
| Total 2649:      |              |                            |                       |     |              | 8,750.00     |            |
| 06/24/2021       | 17222        | Wittbrodt, Kim             | cell phone reimb      | 1   | 06/24/2021   | 50.00        | 105065     |
| 06/24/2021       | 17225        |                            | supplies              | 1   | 06/24/2021   | 125.94       | 105027     |
| 06/24/2021       | 17225        |                            | candy and cups        | 2   | 06/24/2021   | 525.90       | 105162     |
| Total 2655:      |              |                            |                       |     |              | 701.84       |            |
| 07/12/2021       | 17275        | Colorado Natural Gas, Inc. | sewer treatment plant | 1   | 07/06/2021   | 485.30       | 517680     |
| 07/12/2021       | 17275        |                            | natural gas           | 1   | 07/06/2021   | 105.17       | 105023     |
| 07/12/2021       | 17275        |                            | natural gas-shop      | 1   | 07/06/2021   | 222.04       | 105650     |
| 07/12/2021       | 17275        |                            | san office            | 1   | 07/06/2021   | 76.14        | 517234     |
| Total 2728:      |              |                            |                       |     |              | 888.65       |            |
| 07/13/2021       | 17284        | Kasper, Gerrits            | consulting            | 1   | 07/10/2021   | 543.75       | 105635     |
| Total 2747:      |              |                            |                       |     |              | 543.75       |            |
| 07/01/2021       | 17244        | Chaffee County Waste       | 6 yd weekly           | 1   | 06/08/2021   | 100.00       | 105023     |
| 07/01/2021       | 17244        |                            | 6 yd weekly           | 2   | 06/08/2021   | 100.00       | 105650     |
| Total 2801:      |              |                            |                       |     |              | 200.00       |            |
| 06/24/2021       | 17209        | Bullock, Julie             | cell phone reimburse  | 1   | 06/24/2021   | 25.00        | 105645     |
| 06/24/2021       | 17209        |                            | cell phone reimburse  | 2   | 06/24/2021   | 25.00        | 517226     |
| Total 2812:      |              |                            |                       |     |              | 50.00        |            |
| 07/13/2021       | 17283        | Colorado Analytical Lab    | waste water testing   | 1   | 03/19/2021   | 380.00       | 517660     |
| 07/13/2021       | 17283        |                            | waste water testing   | 1   | 05/20/2021   | 380.00       | 517660     |
| 06/24/2021       | 17211        |                            | waste water testing   | 1   | 06/18/2021   | 380.00       | 517665     |
| Total 2864:      |              |                            |                       |     |              | 1,140.00     |            |
| 07/01/2021       | 17245        | South Park Brewing         | beer for concert      | 1   | 06/27/2021   | 295.00       | 105170     |
| Total 2873:      |              |                            |                       |     |              | 295.00       |            |
| 07/13/2021       | 17285        | Pavement Maintenance Se    | paving                | 1   | 07/12/2021   | 206,227.83   | 105670     |
| Total 2897:      |              |                            |                       |     |              | 206,227.83   |            |
| 07/06/2021       | 17256        | Rise Broadband             | internet              | 1   | 07/06/2021   | 111.61       | 517226     |
| Total 2900:      |              |                            |                       |     |              | 111.61       |            |
| 07/09/2021       | 17265        | Fairplay Auto Supply       | supplies              | 1   | 07/01/2021   | 210.39       | 105625     |
| 07/09/2021       | 17265        |                            | supplies              | 2   | 07/01/2021   | 33.39        | 517242     |
| 07/09/2021       | 17265        |                            | supplies              | 3   | 07/01/2021   | 56.37        | 517670     |
| Total 2948:      |              |                            |                       |     |              | 300.15       |            |
| 06/24/2021       | 17217        | Kaupas Water Labs, Inc.    | bleach                | 1   | 06/10/2021   | 630.00       | 517410     |

| Check Issue Date | Check Number | Name                        | Description                | Seq | Invoice Date | Check Amount | GL Account |
|------------------|--------------|-----------------------------|----------------------------|-----|--------------|--------------|------------|
| Total 2999:      |              |                             |                            |     |              | 630.00       |            |
| 06/25/2021       | 17227        | McGoon Productions          | music for concert          | 1   | 06/25/2021   | 1,000.00     | 105150     |
| Total 3106:      |              |                             |                            |     |              | 1,000.00     |            |
| 06/28/2021       | 17236        | Continental Divide Producti | sound for concert          | 1   | 06/28/2021   | 600.00       | 105171     |
| Total 3123:      |              |                             |                            |     |              | 600.00       |            |
| 07/01/2021       | 17239        | B.A. Lawrence, LLC          | aerator blower repair      | 1   | 05/14/2021   | 1,210.00     | 517655     |
| Total 3157:      |              |                             |                            |     |              | 1,210.00     |            |
| 06/24/2021       | 17216        | Green, Mason                | cell phone reimburse       | 1   | 06/24/2021   | 25.00        | 105645     |
| 06/24/2021       | 17216        |                             | cell phone reimburse       | 2   | 06/24/2021   | 25.00        | 517226     |
| Total 3175:      |              |                             |                            |     |              | 50.00        |            |
| 07/06/2021       | 17254        | Montrose Water Factory, L   | bottled water              | 1   | 06/30/2021   | 17.50        | 105120     |
| Total 3211:      |              |                             |                            |     |              | 17.50        |            |
| 06/24/2021       | 17226        | SGM                         | middlefork                 | 1   | 05/21/2021   | 1,131.00     | 105105     |
| 06/24/2021       | 17226        |                             | middlefork                 | 1   | 06/18/2021   | 511.00       | 105105     |
| Total 3272:      |              |                             |                            |     |              | 1,642.00     |            |
| 07/01/2021       | 17247        | Vertical Property Services  | whispering aspen sewer lin | 1   | 06/30/2021   | 6,731.00     | 517645     |
| Total 3303:      |              |                             |                            |     |              | 6,731.00     |            |
| 07/06/2021       | 17252        | Internetwork Experts Corp.  | computer maintenance       | 1   | 07/01/2021   | 46.75        | 105065     |
| Total 3312:      |              |                             |                            |     |              | 46.75        |            |
| 06/24/2021       | 17214        | Ernst, Sarah                | cell phone reimburse       | 1   | 06/24/2021   | 50.00        | 105065     |
| Total 3313:      |              |                             |                            |     |              | 50.00        |            |
| 07/09/2021       | 17264        | Direct Discharge Consultin  | sewer line cleaning        | 1   | 07/06/2021   | 5,417.50     | 517620     |
| Total 3355:      |              |                             |                            |     |              | 5,417.50     |            |
| 07/06/2021       | 17255        | Park County Government      | monthly internet           | 1   | 07/01/2021   | 52.50        | 105455     |
| 07/06/2021       | 17255        |                             | monthly internet           | 2   | 07/01/2021   | 52.50        | 105065     |
| Total 3381:      |              |                             |                            |     |              | 105.00       |            |
| 06/24/2021       | 17220        | Tandem Design Lab           | burro days website         | 1   | 06/15/2021   | 1,500.00     | 105162     |
| 07/06/2021       | 17257        |                             | website update             | 1   | 06/15/2021   | 500.00       | 105130     |
| Total 3384:      |              |                             |                            |     |              | 2,000.00     |            |
| 06/17/2021       | 17202        | BioVelocity, LLC            | sludge removal             | 1   | 06/14/2021   | 100,000.00   | 517660     |

| Check Issue Date | Check Number | Name                       | Description                 | Seq | Invoice Date | Check Amount | GL Account |
|------------------|--------------|----------------------------|-----------------------------|-----|--------------|--------------|------------|
| Total 3430:      |              |                            |                             |     |              | 100,000.00   |            |
| 07/06/2021       | 17259        | Walter Leuci               | refund 2020 booth fee       | 1   | 07/06/2021   | 160.00       | 104756     |
| Total 3457:      |              |                            |                             |     |              | 160.00       |            |
| 07/06/2021       | 17260        | Warm Springs Consulting    | contract                    | 1   | 07/05/2021   | 5,000.00     | 517627     |
| 07/06/2021       | 17260        |                            | contract                    | 1   | 07/05/2021   | 4,500.00     | 517417     |
| Total 3463:      |              |                            |                             |     |              | 9,500.00     |            |
| 06/24/2021       | 17208        | Bannister, Chris           | cell phone reimburse        | 1   | 06/24/2021   | 25.00        | 517226     |
| 06/24/2021       | 17208        |                            | cell phone reimburse        | 2   | 06/24/2021   | 25.00        | 105645     |
| Total 3464:      |              |                            |                             |     |              | 50.00        |            |
| 06/24/2021       | 17221        | Wagner, Alex               | cell phone reimburse        | 1   | 06/24/2021   | 50.00        | 105645     |
| Total 3506:      |              |                            |                             |     |              | 50.00        |            |
| 06/24/2021       | 17215        | Graham, Donovan            | cell phone reimburse        | 1   | 06/24/2021   | 50.00        | 105645     |
| Total 3519:      |              |                            |                             |     |              | 50.00        |            |
| 06/24/2021       | 17219        | Peak Performance Imaging   | supplies                    | 1   | 06/14/2021   | 50.14        | 517214     |
| Total 3539:      |              |                            |                             |     |              | 50.14        |            |
| 06/16/2021       | 17201        | Dwight Winter              | refund building permit paid | 1   | 06/16/2021   | 2,677.50     | 104140     |
| 06/16/2021       | 17201        |                            | refund building permit paid | 2   | 06/16/2021   | 133.87       | 104141     |
| 06/16/2021       | 17201        |                            | refund building permit paid | 3   | 06/16/2021   | 133.87       | 104142     |
| Total 3543:      |              |                            |                             |     |              | 2,945.24     |            |
| 06/17/2021       | 17206        | Sweet-Bakes Pantry         | food for meeting            | 1   | 06/17/2021   | 49.01        | 105070     |
| 06/17/2021       | 17206        |                            | food for meeting            | 2   | 06/17/2021   | 26.16        | 105120     |
| 07/09/2021       | 17271        |                            | food for meeting            | 1   | 07/07/2021   | 49.01        | 105070     |
| Total 3544:      |              |                            |                             |     |              | 124.18       |            |
| 06/24/2021       | 17218        | Northeastern Junior Colleg | schlorship-chloe campbell   | 1   | 06/21/2021   | 1,000.00     | 105171     |
| Total 3545:      |              |                            |                             |     |              | 1,000.00     |            |
| 06/25/2021       | 17229        | Tony Molina                | music for concert           | 1   | 06/25/2021   | 150.00       | 105150     |
| Total 3546:      |              |                            |                             |     |              | 150.00       |            |
| 07/01/2021       | 17248        | Vivian Pershing            | rent-600 front              | 1   | 07/01/2021   | 500.00       | 105187     |
| Total 3547:      |              |                            |                             |     |              | 500.00       |            |
| 06/28/2021       | 17235        | Chris Carey                | refund burro booth carey    | 1   | 06/28/2021   | 190.00       | 104756     |
| Total 3548:      |              |                            |                             |     |              | 190.00       |            |

| Check Issue Date | Check Number | Name                      | Description            | Seq | Invoice Date | Check Amount | GL Account |
|------------------|--------------|---------------------------|------------------------|-----|--------------|--------------|------------|
| 06/28/2021       | 17237        | Watts Upfitting Inc.      | 2020 tahoe equipment   | 1   | 05/19/2021   | 11,088.85    | 325810     |
| Total 3549:      |              |                           |                        |     |              | 11,088.85    |            |
| 06/28/2021       | 17234        | Alma and Fairplay Storage | cabinets               | 1   | 06/28/2021   | 100.00       | 105120     |
| Total 3550:      |              |                           |                        |     |              | 100.00       |            |
| 06/29/2021       | 17238        | Star Playgrounds          | deposit for playground | 1   | 06/25/2021   | 102,959.00   | 105883     |
| Total 3551:      |              |                           |                        |     |              | 102,959.00   |            |
| 07/09/2021       | 17262        | Adri Jones-McMeekin       | refund burro booth     | 1   | 07/06/2021   | 190.00       | 104756     |
| Total 3552:      |              |                           |                        |     |              | 190.00       |            |
| 07/09/2021       | 17267        | Miles Willingham          | refund burro booth     | 1   | 07/06/2021   | 320.00       | 104756     |
| Total 3553:      |              |                           |                        |     |              | 320.00       |            |
| 07/09/2021       | 17263        | Carrie Driver             | refund burro booth     | 1   | 07/06/2021   | 320.00       | 104756     |
| Total 3554:      |              |                           |                        |     |              | 320.00       |            |
| 07/12/2021       | 17273        | Barbara Shank             | refund deposit-shank   | 1   | 07/12/2021   | 300.00       | 102290     |
| Total 3555:      |              |                           |                        |     |              | 300.00       |            |
| Grand Totals:    |              |                           |                        |     |              | 503,065.51   |            |

## Report Criteria:

Detail report type printed

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

|  | PERIOD ACTUAL     | YTD ACTUAL        | BUDGET              | UNEARNED          | PCNT        |
|--|-------------------|-------------------|---------------------|-------------------|-------------|
| <u>TAXES</u>                           |                   |                   |                     |                   |             |
| 10-40-05 AD VALOREM TAX                | 11,789.07         | 150,879.55        | 195,115.00          | 44,235.45         | 77.3        |
| 10-40-10 SPEC. OWNERSHIP TAX           | 2,266.84          | 10,726.18         | 25,000.00           | 14,273.82         | 42.9        |
| 10-40-30 INTEREST ON PROPERTY TAX      | 18.93             | 25.50             | 1,000.00            | 974.50            | 2.6         |
| 10-40-40 DELINQUENT TAXES              | .00               | .00               | 500.00              | 500.00            | .0          |
| 10-40-55 50% SHAREBACK OF R&B LEVY     | 437.98            | 5,391.05          | 7,000.00            | 1,608.95          | 77.0        |
| 10-40-60 MOTOR VEHICLE REGISTRATION    | 355.26            | 1,610.02          | 3,000.00            | 1,389.98          | 53.7        |
| 10-40-70 SALES TAX                     | 94,254.99         | 583,848.40        | 1,022,794.00        | 438,945.60        | 57.1        |
| 10-40-75 SALES TAX - STREETS           | 31,418.33         | 194,616.11        | 340,931.00          | 146,314.89        | 57.1        |
| 10-40-80 HIGHWAY USER'S TAX            | 2,971.42          | 13,288.68         | 32,000.00           | 18,711.32         | 41.5        |
| 10-40-85 SEVERANCE TAX                 | .00               | .00               | 2,500.00            | 2,500.00          | .0          |
| 10-40-86 MINERAL LEASE REVENUE         | .00               | .00               | 500.00              | 500.00            | .0          |
| 10-40-90 CIGARETTE TAX                 | .00               | 1,579.55          | 2,500.00            | 920.45            | 63.2        |
| 10-40-96 LODGING TAX                   | 4,082.00          | 20,092.00         | 40,000.00           | 19,908.00         | 50.2        |
| <b>TOTAL TAXES</b>                     | <b>147,594.82</b> | <b>982,057.04</b> | <b>1,672,840.00</b> | <b>690,782.96</b> | <b>58.7</b> |
| <u>LICENSES</u>                        |                   |                   |                     |                   |             |
| 10-41-10 LIQUOR LICENSES               | 1,475.00          | 5,600.00          | 3,000.00            | ( 2,600.00)       | 186.7       |
| 10-41-30 DOG LICENSES                  | 15.00             | 95.00             | 100.00              | 5.00              | 95.0        |
| 10-41-32 LIVESTOCK PERMIT              | .00               | 25.00             | 120.00              | 95.00             | 20.8        |
| 10-41-34 COMMERCIAL FLY FISHING PERMIT | .00               | 450.00            | 300.00              | ( 150.00)         | 150.0       |
| 10-41-40 BUILDING PERMITS              | ( 2,677.50)       | ( 1,753.50)       | 5,000.00            | 6,753.50          | ( 35.1)     |
| 10-41-41 SURCHARGE: STREETS            | ( 116.87)         | ( 16.17)          | 394.00              | 410.17            | ( 4.1)      |
| 10-41-42 SURCHARGE: PARKS & REC        | ( 116.87)         | ( 16.17)          | 394.00              | 410.17            | ( 4.1)      |
| 10-41-50 FRANCHISE TAX                 | .00               | 22,904.21         | 50,000.00           | 27,095.79         | 45.8        |
| 10-41-60 GOLD PANNING PERMITS/DONATION | 1,810.00          | 3,780.00          | 7,000.00            | 3,220.00          | 54.0        |
| 10-41-70 BUSINESS LICENSES             | 175.00            | 7,100.00          | 7,000.00            | ( 100.00)         | 101.4       |
| 10-41-80 SIGN PERMITS                  | 50.00             | 200.00            | 100.00              | ( 100.00)         | 200.0       |
| 10-41-90 EXCAVATION PERMIT             | .00               | 200.00            | 100.00              | ( 100.00)         | 200.0       |
| 10-41-92 MECHANICAL PERMIT             | 50.00             | 50.00             | .00                 | ( 50.00)          | .0          |
| 10-41-94 STREET CUT PERMIT             | .00               | .00               | 500.00              | 500.00            | .0          |
| 10-41-96 FENCE PERMIT                  | 40.00             | 80.00             | 280.00              | 200.00            | 28.6        |
| 10-41-97 SPECIAL EVENTS PERMIT         | .00               | .00               | 1,400.00            | 1,400.00          | .0          |
| 10-41-98 RESIDE/REROOF PERMIT          | 200.00            | 900.00            | 2,000.00            | 1,100.00          | 45.0        |
| <b>TOTAL LICENSES</b>                  | <b>903.76</b>     | <b>39,598.37</b>  | <b>77,688.00</b>    | <b>38,089.63</b>  | <b>51.0</b> |
| <u>FEE INCOME</u>                      |                   |                   |                     |                   |             |
| 10-42-75 PLANNING & DEVELOPMENT FEES   | 150.00            | 150.00            | 2,000.00            | 1,850.00          | 7.5         |
| 10-42-90 COPIES & FAXES                | 62.55             | 93.35             | 200.00              | 106.65            | 46.7        |
| <b>TOTAL FEE INCOME</b>                | <b>212.55</b>     | <b>243.35</b>     | <b>2,200.00</b>     | <b>1,956.65</b>   | <b>11.1</b> |

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

|                                       | PERIOD ACTUAL     | YTD ACTUAL          | BUDGET              | UNEARNED             | PCNT         |
|---------------------------------------|-------------------|---------------------|---------------------|----------------------|--------------|
| <u>LAW ENFORCEMENT</u>                |                   |                     |                     |                      |              |
| 10-45-05 TRAFFIC FINES                | 1,400.00          | 4,570.00            | 12,000.00           | 7,430.00             | 38.1         |
| 10-45-10 SURCHARGE: POLICE TRAINING   | 210.00            | 675.00              | 1,500.00            | 825.00               | 45.0         |
| 10-45-15 COURT COSTS                  | .00               | 154.00              | 620.00              | 466.00               | 24.8         |
| 10-45-20 DEFAULT FEES                 | .00               | 90.00               | 150.00              | 60.00                | 60.0         |
| 10-45-30 OTHER FINES                  | .00               | .00                 | 500.00              | 500.00               | .0           |
| 10-45-80 VIN INSPECTIONS              | 30.00             | 157.50              | 300.00              | 142.50               | 52.5         |
| 10-45-90 MISCELLANEOUS                | 270.00            | 425.00              | 1,000.00            | 575.00               | 42.5         |
| 10-45-95 GRANT/REIMBURSEMENT          | 2,685.00          | 2,685.00            | .00                 | ( 2,685.00)          | .0           |
| <b>TOTAL LAW ENFORCEMENT</b>          | <b>4,595.00</b>   | <b>8,756.50</b>     | <b>16,070.00</b>    | <b>7,313.50</b>      | <b>54.5</b>  |
| <u>INTEREST INCOME</u>                |                   |                     |                     |                      |              |
| 10-46-05 INTEREST ON COLOTRUST        | 5.72              | 77.91               | 3,000.00            | 2,922.09             | 2.6          |
| 10-46-30 INTEREST ON CHECKING         | 58.94             | 254.60              | 425.00              | 170.40               | 59.9         |
| <b>TOTAL INTEREST INCOME</b>          | <b>64.66</b>      | <b>332.51</b>       | <b>3,425.00</b>     | <b>3,092.49</b>      | <b>9.7</b>   |
| <u>MISCELLANEOUS INCOME</u>           |                   |                     |                     |                      |              |
| 10-47-00 MISCELLANEOUS INCOME         | 5,903.66          | 29,215.85           | 5,000.00            | ( 24,215.85)         | 584.3        |
| 10-47-10 CEMETERY                     | .00               | 50.00               | 300.00              | 250.00               | 16.7         |
| 10-47-38 TOWN CLEAN UP DONATIONS      | 305.00            | 305.00              | .00                 | ( 305.00)            | .0           |
| 10-47-39 FOURTH OF JULY               | 375.00            | 375.00              | 8,000.00            | 7,625.00             | 4.7          |
| 10-47-49 STREET LIGHTING              | 860.35            | 5,386.91            | 10,800.00           | 5,413.09             | 49.9         |
| 10-47-50 SUMMER CONCERT SERIES        | .00               | .00                 | 5,000.00            | 5,000.00             | .0           |
| 10-47-52 REAL COLORADO CHRISTMAS      | .00               | .00                 | 500.00              | 500.00               | .0           |
| 10-47-56 BURRO DAYS                   | 4,075.04          | 10,370.04           | 50,000.00           | 39,629.96            | 20.7         |
| 10-47-59 BURRO DAYS RETAIL SALES      | 33.87             | 68.87               | 10,000.00           | 9,931.13             | .7           |
| 10-47-62 501 MAIN - RENT & UTILITY    | .00               | 246.91              | 1,800.00            | 1,553.09             | 13.7         |
| 10-47-81 GRANT-COHEN PARK             | .00               | 195,698.00          | .00                 | ( 195,698.00)        | .0           |
| 10-47-82 CAMPING PERMITS/FACILITY USE | 24.00             | 494.70              | 100.00              | ( 394.70)            | 494.7        |
| 10-47-90 MISCELLANEOUS REVENUE-EVENTS | 1,419.66          | 6,419.66            | 500.00              | ( 5,919.66)          | 1283.9       |
| 10-47-91 TOWN HALL - 901 MAIN         | .00               | .00                 | 12,397.00           | 12,397.00            | .0           |
| <b>TOTAL MISCELLANEOUS INCOME</b>     | <b>12,996.58</b>  | <b>248,630.94</b>   | <b>104,397.00</b>   | <b>( 144,233.94)</b> | <b>238.2</b> |
| <b>TOTAL FUND REVENUE</b>             | <b>166,367.37</b> | <b>1,279,618.71</b> | <b>1,876,620.00</b> | <b>597,001.29</b>    | <b>68.2</b>  |



TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

|   | PERIOD ACTUAL    | YTD ACTUAL        | BUDGET            | UNEXPENDED        | PCNT        |
|---|------------------|-------------------|-------------------|-------------------|-------------|
| <u>ADMINISTRATION</u>                   |                  |                   |                   |                   |             |
| 10-50-02 401(A) EMPLOYER MATCH          | 244.48           | 2,059.27          | 4,273.00          | 2,213.73          | 48.2        |
| 10-50-05 SALARIES -ADMIN./CLERK/TREASUR | 8,149.29         | 67,149.72         | 132,426.00        | 65,276.28         | 50.7        |
| 10-50-11 SS/MEDICARE EXPENSE            | 653.46           | 5,298.47          | 10,268.00         | 4,969.53          | 51.6        |
| 10-50-12 UNEMPLOYMENT EXPENSE           | 25.55            | 207.77            | 403.00            | 195.23            | 51.6        |
| 10-50-13 EMPLOYEE HEALTH INSURANCE      | 3,018.59         | 16,920.43         | 28,940.00         | 12,019.57         | 58.5        |
| 10-50-14 WORKER'S COMPENSATION          | .00              | 510.00            | 502.00            | ( 8.00)           | 101.6       |
| 10-50-15 EDUCATION                      | .00              | 1,712.43          | 4,500.00          | 2,787.57          | 38.1        |
| 10-50-16 ADMIN VEHICLE                  | 276.92           | 1,750.53          | 3,600.00          | 1,849.47          | 48.6        |
| 10-50-20 TOWN HALL EXPENSE              | .00              | 15,496.78         | 30,994.00         | 15,497.22         | 50.0        |
| 10-50-23 TOWN HALL EXPENSE - UTILITIES  | 421.73           | 3,059.73          | 6,000.00          | 2,940.27          | 51.0        |
| 10-50-25 TOWN HALL EXP - REPAIR & MAINT | 309.86           | 6,907.26          | 7,000.00          | 92.74             | 98.7        |
| 10-50-27 TOWN HALL EXPENSE - SUPPLIES   | 125.94           | 652.21            | 1,200.00          | 547.79            | 54.4        |
| 10-50-30 OFFICE SUPPLIES                | 382.45           | 1,484.96          | 4,000.00          | 2,515.04          | 37.1        |
| 10-50-32 EQUIPMENT RENTAL               | 412.25           | 1,936.79          | 5,000.00          | 3,063.21          | 38.7        |
| 10-50-35 POSTAGE EXPENSE                | 97.35            | 426.44            | 650.00            | 223.56            | 65.6        |
| 10-50-40 BANK/CREDIT CARD FEES          | 39.00            | 206.00            | 948.00            | 742.00            | 21.7        |
| 10-50-55 BOARD OF TRUSTEE SALARY        | 120.00           | 465.00            | 1,800.00          | 1,335.00          | 25.8        |
| 10-50-57 TOWN ATTY LEGAL SERVICES       | 2,192.50         | 4,577.50          | 20,000.00         | 15,422.50         | 22.9        |
| 10-50-60 COMPUTER/SOFTWARE/SUPPORT      | 539.49           | 2,783.74          | 7,000.00          | 4,216.26          | 39.8        |
| 10-50-65 TELEPHONE/INTERNET             | 3,590.45         | 7,861.71          | 10,200.00         | 2,338.29          | 77.1        |
| 10-50-70 MISCELLANEOUS EXPENSE          | 2,177.48         | 5,646.67          | 6,000.00          | 353.33            | 94.1        |
| 10-50-75 CODIFICATION                   | .00              | 225.00            | 1,000.00          | 775.00            | 22.5        |
| 10-50-76 ESTIP AGREEMENT                | .00              | 3,087.57          | 7,500.00          | 4,412.43          | 41.2        |
| 10-50-85 COVID EXPENSES                 | 619.00           | 15,855.96         | .00               | ( 15,855.96)      | .0          |
| <b>TOTAL ADMINISTRATION</b>             | <b>23,395.79</b> | <b>166,281.94</b> | <b>294,204.00</b> | <b>127,922.06</b> | <b>56.5</b> |
| <u>COMMUNITY DEVELOPMENT</u>            |                  |                   |                   |                   |             |
| 10-51-05 PROFESSIONAL FEES              | 2,072.50         | 11,394.00         | 20,000.00         | 8,606.00          | 57.0        |
| 10-51-10 EDUCATION/BENEVOLENCE (BOT)    | .00              | 98.80             | 5,000.00          | 4,901.20          | 2.0         |
| 10-51-20 VISITOR CENTER                 | 233.34           | 631.07            | 3,000.00          | 2,368.93          | 21.0        |
| 10-51-30 ADVERTISING AND MARKETING      | 2,645.88         | 3,506.01          | 15,000.00         | 11,493.99         | 23.4        |
| 10-51-34 TOWN BEAUTIFICATION            | 2,745.00         | 5,490.00          | 10,000.00         | 4,510.00          | 54.9        |
| 10-51-35 TOWN CLEAN UP                  | 29.48            | 1,288.48          | 9,000.00          | 7,711.52          | 14.3        |
| 10-51-40 DUES AND MEMBERSHIPS           | .00              | 554.00            | 500.00            | ( 54.00)          | 110.8       |
| 10-51-50 TGIFAIRPLAY EXPENSE            | 145.38           | 4,183.54          | 7,000.00          | 2,816.46          | 59.8        |
| 10-51-62 BURRO DAYS                     | 1,949.78         | 5,929.48          | 47,000.00         | 41,070.52         | 12.6        |
| 10-51-70 MISCELLANEOUS EVENTS           | 1,320.24         | 1,470.67          | 8,000.00          | 6,529.33          | 18.4        |
| 10-51-71 FIREWORKS/4TH OF JULY          | 3,713.07         | 11,013.07         | 12,000.00         | 986.93            | 91.8        |
| 10-51-74 REAL COLORADO CHRISTMAS        | .00              | .00               | 1,000.00          | 1,000.00          | .0          |
| 10-51-75 DONATIONS                      | .00              | .00               | 2,000.00          | 2,000.00          | .0          |
| 10-51-80 FAIRPLAY FORWARD               | .00              | .00               | 10,000.00         | 10,000.00         | .0          |
| 10-51-85 PROPERTY IMPROVEMENT INCENTIV  | 1,319.00         | 1,319.00          | 20,000.00         | 18,681.00         | 6.6         |
| 10-51-86 850 HATHAWAY-BUS BARN          | 981.56           | 5,969.01          | 12,000.00         | 6,030.99          | 49.7        |
| 10-51-95 501 MAIN STREET                | 3,129.65         | 16,850.00         | 43,000.00         | 26,150.00         | 39.2        |
| <b>TOTAL COMMUNITY DEVELOPMENT</b>      | <b>20,284.88</b> | <b>69,697.13</b>  | <b>224,500.00</b> | <b>154,802.87</b> | <b>31.1</b> |

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

|  | PERIOD ACTUAL    | YTD ACTUAL        | BUDGET            | UNEXPENDED        | PCNT        |
|--|------------------|-------------------|-------------------|-------------------|-------------|
| <u>JUDICIAL SYSTEM</u>                   |                  |                   |                   |                   |             |
| 10-53-02 401(A) EMPLOYER MATCH           | 9.13             | 58.16             | 123.00            | 64.84             | 47.3        |
| 10-53-05 MUNICIPAL JUDGE SALARY          | 648.62           | 4,100.20          | 8,432.00          | 4,331.80          | 48.6        |
| 10-53-10 COURT CLERK                     | 304.60           | 1,859.50          | 3,782.00          | 1,922.50          | 49.2        |
| 10-53-11 SS/MEDICARE EXPENSE             | 72.93            | 455.74            | 934.00            | 478.26            | 48.8        |
| 10-53-12 UNEMPLOYMENT EXPENSE            | 2.86             | 17.88             | 37.00             | 19.12             | 48.3        |
| 10-53-13 EMPLOYEE HEALTH INSURANCE       | 86.19            | 486.37            | 2,586.00          | 2,099.63          | 18.8        |
| 10-53-14 WORKER'S COMPENSATION           | .00              | 37.00             | 46.00             | 9.00              | 80.4        |
| 10-53-20 COURT ATTORNEY                  | .00              | .00               | 500.00            | 500.00            | .0          |
| 10-53-30 EDUCATION                       | .00              | .00               | 500.00            | 500.00            | .0          |
| 10-53-40 OPERATING EXPENSE               | .00              | .00               | 450.00            | 450.00            | .0          |
| 10-53-50 DUES AND MEMBERSHIPS            | .00              | 136.00            | 100.00            | ( 36.00)          | 136.0       |
| <b>TOTAL JUDICIAL SYSTEM</b>             | <b>1,124.33</b>  | <b>7,150.85</b>   | <b>17,490.00</b>  | <b>10,339.15</b>  | <b>40.9</b> |
| <u>PUBLIC SAFETY</u>                     |                  |                   |                   |                   |             |
| 10-54-01 POLICE SALARIES                 | 13,743.11        | 105,643.85        | 213,379.00        | 107,735.15        | 49.5        |
| 10-54-05 PENSION CONTRIBUTION            | 1,580.44         | 11,670.57         | 20,271.00         | 8,600.43          | 57.6        |
| 10-54-09 SRO-CONTRACT PARK CO            | .00              | .00               | 20,000.00         | 20,000.00         | .0          |
| 10-54-10 UNIFORMS AND ACCESSORIES        | .00              | 1,404.41          | 3,500.00          | 2,095.59          | 40.1        |
| 10-54-11 SS/MEDICARE EXPENSE             | 223.31           | 1,573.55          | 3,094.00          | 1,520.45          | 50.9        |
| 10-54-12 UNEMPLOYMENT EXPENSE            | 41.23            | 316.93            | 640.00            | 323.07            | 49.5        |
| 10-54-13 EMPLOYEE HEALTH INSURANCE       | 3,109.77         | 27,381.37         | 92,655.00         | 65,273.63         | 29.6        |
| 10-54-14 WORKER'S COMPENSATION           | .00              | 9,772.00          | 15,000.00         | 5,228.00          | 65.2        |
| 10-54-15 FUEL                            | 807.95           | 4,082.36          | 12,000.00         | 7,917.64          | 34.0        |
| 10-54-20 VEHICLE MAINTENANCE             | 35.48            | 7,793.57          | 8,000.00          | 206.43            | 97.4        |
| 10-54-24 PROFESSIONAL TRAINING EXPENSE ( | 695.00)          | 1,895.17          | 3,500.00          | 1,604.83          | 54.2        |
| 10-54-26 IN-SERVICE TRAINING EXPENSE     | .00              | .00               | 1,000.00          | 1,000.00          | .0          |
| 10-54-28 VEHICLE RENTAL PAYMENT          | 2,381.42         | 14,337.20         | 28,869.00         | 14,531.80         | 49.7        |
| 10-54-30 RADAR & RADIO MAINTENANCE       | .00              | 695.41            | 1,000.00          | 304.59            | 69.5        |
| 10-54-32 AMMUNITION                      | .00              | .00               | 500.00            | 500.00            | .0          |
| 10-54-45 OPERATING SUPPLIES              | .00              | 711.14            | 1,000.00          | 288.86            | 71.1        |
| 10-54-50 EQUIPMENT EXPENSE               | .00              | .00               | 2,000.00          | 2,000.00          | .0          |
| 10-54-53 GRANT-EQUIPMENT & SUPPLIES      | 2,093.20         | 2,485.20          | .00               | ( 2,485.20)       | .0          |
| 10-54-55 TELEPHONE - POLICE LINE         | 346.89           | 1,762.95          | 5,000.00          | 3,237.05          | 35.3        |
| 10-54-60 MEMBERSHIPS - DUES              | .00              | .00               | 500.00            | 500.00            | .0          |
| 10-54-65 COMPUTER/SOFTWARE/SUPPORT       | .00              | 3,963.00          | 5,000.00          | 1,037.00          | 79.3        |
| 10-54-75 INVESTIGATIVE SERVICES          | 93.28            | 111.86            | 3,500.00          | 3,388.14          | 3.2         |
| 10-54-80 OFFICER RECRUITING              | .00              | 98.50             | 500.00            | 401.50            | 19.7        |
| 10-54-87 LIABILITY INSURANCE             | .00              | 10,217.18         | 8,394.00          | ( 1,823.18)       | 121.7       |
| 10-54-97 PUBLIC RELATIONS                | .00              | 50.00             | 500.00            | 450.00            | 10.0        |
| <b>TOTAL PUBLIC SAFETY</b>               | <b>23,761.08</b> | <b>205,966.22</b> | <b>449,802.00</b> | <b>243,835.78</b> | <b>45.8</b> |

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

|   | PERIOD ACTUAL       | YTD ACTUAL        | BUDGET              | UNEXPENDED           | PCNT         |
|---|---------------------|-------------------|---------------------|----------------------|--------------|
| <u>PUBLIC WORKS</u>                     |                     |                   |                     |                      |              |
| 10-56-01 SALARIES                       | 12,098.07           | 60,626.70         | 112,143.00          | 51,516.30            | 54.1         |
| 10-56-02 401(A) EMPLOYER MATCH          | 326.95              | 1,807.07          | 3,594.00            | 1,786.93             | 50.3         |
| 10-56-10 SEASONAL WAGES                 | .00                 | .00               | 10,000.00           | 10,000.00            | .0           |
| 10-56-11 SS/MEDICARE EXPENSE            | 924.77              | 4,628.42          | 9,344.00            | 4,715.58             | 49.5         |
| 10-56-12 UNEMPLOYMENT EXPENSE           | 26.74               | 139.34            | 366.00              | 226.66               | 38.1         |
| 10-56-13 EMPLOYEE HEALTH INSURANCE      | 2,494.08            | 13,114.83         | 18,901.00           | 5,786.17             | 69.4         |
| 10-56-14 WORKER'S COMPENSATION          | .00                 | 6,053.50          | 6,394.00            | 340.50               | 94.7         |
| 10-56-15 FUEL                           | 182.03              | 1,436.72          | 5,000.00            | 3,563.28             | 28.7         |
| 10-56-25 REPAIRS & MAINT - EQUIPMENT    | 2,021.24            | 13,391.19         | 15,000.00           | 1,608.81             | 89.3         |
| 10-56-30 TOOLS, MAT'LS, & SUPPLIES      | 744.69              | 3,548.36          | 5,000.00            | 1,451.64             | 71.0         |
| 10-56-35 EDUCATION & TRAINING           | .00                 | 220.52            | 2,000.00            | 1,779.48             | 11.0         |
| 10-56-40 ELECTRIC STREET LIGHTS & SIGNS | 1,034.99            | 4,200.62          | 4,000.00            | ( 200.62)            | 105.0        |
| 10-56-45 TELEPHONE                      | 217.09              | 1,210.45          | 2,100.00            | 889.55               | 57.6         |
| 10-56-50 MAINTENANCE BUILDING - UTILITY | 619.63              | 5,475.95          | 8,600.00            | 3,124.05             | 63.7         |
| 10-56-60 VEHICLE RENTAL PAYMENT         | 2,041.84            | 11,737.28         | 21,420.00           | 9,682.72             | 54.8         |
| 10-56-70 STREET REPAIRS                 | .00                 | 3,515.45          | 150,000.00          | 146,484.55           | 2.3          |
| 10-56-82 TOWN SHOP BUILDING REPAIRS     | .00                 | 2,518.79          | 2,000.00            | ( 518.79)            | 125.9        |
| <b>TOTAL PUBLIC WORKS</b>               | <b>22,732.12</b>    | <b>133,625.19</b> | <b>375,862.00</b>   | <b>242,236.81</b>    | <b>35.6</b>  |
| <u>PARKS &amp; RECREATION</u>           |                     |                   |                     |                      |              |
| 10-58-30 TOOLS, MATERIALS, & SUPPLIES   | 87.44               | 402.36            | 4,000.00            | 3,597.64             | 10.1         |
| 10-58-41 PARKS UTILITIES                | 34.78               | 178.89            | 400.00              | 221.11               | 44.7         |
| 10-58-42 VAULT RESTROOMS MAINTENANCE    | .00                 | 60.50             | 2,500.00            | 2,439.50             | 2.4          |
| 10-58-50 CEMETERY EXPENSE               | 6.99                | 441.79            | 300.00              | ( 141.79)            | 147.3        |
| 10-58-83 COHEN PARK PROJECT             | 102,959.00          | 102,959.00        | .00                 | ( 102,959.00)        | .0           |
| 10-58-86 FAIRPLAY RIVER PARK            | 27,132.70           | 39,510.15         | 64,800.00           | 25,289.85            | 61.0         |
| 10-58-95 LAND LEASE PAYMENT             | .00                 | 145,388.58        | 25,990.00           | ( 119,398.58)        | 559.4        |
| <b>TOTAL PARKS &amp; RECREATION</b>     | <b>130,220.91</b>   | <b>288,941.27</b> | <b>97,990.00</b>    | <b>( 190,951.27)</b> | <b>294.9</b> |
| <u>NON-DEPARTMENTAL EXPENDITURE</u>     |                     |                   |                     |                      |              |
| 10-61-15 LIABILITY INSURANCE            | .00                 | 14,848.08         | 18,912.00           | 4,063.92             | 78.5         |
| 10-61-17 AUDIT FEES                     | 4,375.00            | 4,375.00          | 4,375.00            | .00                  | 100.0        |
| 10-61-23 TREASURER'S FEES - MILL LEVY   | 397.64              | 2,548.53          | 4,000.00            | 1,451.47             | 63.7         |
| 10-61-25 PUBLISHING EXPENSE             | 93.91               | 1,446.42          | 1,500.00            | 53.58                | 96.4         |
| 10-61-30 DUES & MEMBERSHIPS             | .00                 | 998.00            | 2,000.00            | 1,002.00             | 49.9         |
| 10-61-60 ABATEMENT                      | .00                 | .00               | 2,000.00            | 2,000.00             | .0           |
| <b>TOTAL NON-DEPARTMENTAL EXPEND</b>    | <b>4,866.55</b>     | <b>24,216.03</b>  | <b>32,787.00</b>    | <b>8,570.97</b>      | <b>73.9</b>  |
| <b>TOTAL FUND EXPENDITURES</b>          | <b>226,385.66</b>   | <b>895,878.63</b> | <b>1,492,635.00</b> | <b>596,756.37</b>    | <b>60.0</b>  |
| <b>NET REVENUE OVER EXPENDITURES</b>    | <b>( 60,018.29)</b> | <b>383,740.08</b> | <b>383,985.00</b>   | <b>244.92</b>        | <b>99.9</b>  |

TOWN OF FAIRPLAY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING JUNE 30, 2021

CONSERVATION TRUST FUND

|                                   | PERIOD ACTUAL | YTD ACTUAL | BUDGET   | UNEARNED | PCNT |
|-----------------------------------|---------------|------------|----------|----------|------|
| <u>INTERGOVERNMENTAL REVENUES</u> |               |            |          |          |      |
| 20-44-10 COLORADO LOTTERY FUNDS   | 1,423.09      | 2,551.27   | 4,000.00 | 1,448.73 | 63.8 |
| TOTAL INTERGOVERNMENTAL REVE      | 1,423.09      | 2,551.27   | 4,000.00 | 1,448.73 | 63.8 |
| <u>INTEREST INCOME</u>            |               |            |          |          |      |
| 20-46-50 INTEREST INCOME SAVINGS  | .00           | .00        | 12.00    | 12.00    | .0   |
| TOTAL INTEREST INCOME             | .00           | .00        | 12.00    | 12.00    | .0   |
| TOTAL FUND REVENUE                | 1,423.09      | 2,551.27   | 4,012.00 | 1,460.73 | 63.6 |

TOWN OF FAIRPLAY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING JUNE 30, 2021

CONSERVATION TRUST FUND

|                                      | PERIOD ACTUAL | YTD ACTUAL | BUDGET      | UNEXPENDED  | PCNT  |
|--------------------------------------|---------------|------------|-------------|-------------|-------|
| <u>OPERATION EXPENSE</u>             |               |            |             |             |       |
| 20-73-03 BASEBALL FIELD IMPROVEMENTS | .00           | .00        | 5,000.00    | 5,000.00    | .0    |
| 20-73-10 COHEN PARK - IMPROVEMENTS   | .00           | .00        | 1,000.00    | 1,000.00    | .0    |
| TOTAL OPERATION EXPENSE              | .00           | .00        | 6,000.00    | 6,000.00    | .0    |
| TOTAL FUND EXPENDITURES              | .00           | .00        | 6,000.00    | 6,000.00    | .0    |
| NET REVENUE OVER EXPENDITURES        | 1,423.09      | 2,551.27   | ( 1,988.00) | ( 4,539.27) | 128.3 |

TOWN OF FAIRPLAY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING JUNE 30, 2021

INTERNAL SERVICE FUND

|                               | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u> | <u>UNEARNED</u> | <u>PCNT</u> |
|-------------------------------|----------------------|-------------------|---------------|-----------------|-------------|
| <u>REVENUE</u>                |                      |                   |               |                 |             |
| 32-47-20 DEPT RENTAL PAYMENTS | 6,465.10             | 37,811.76         | 71,708.00     | 33,896.24       | 52.7        |
| TOTAL REVENUE                 | 6,465.10             | 37,811.76         | 71,708.00     | 33,896.24       | 52.7        |
| <br>                          |                      |                   |               |                 |             |
| TOTAL FUND REVENUE            | 6,465.10             | 37,811.76         | 71,708.00     | 33,896.24       | 52.7        |

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2021

INTERNAL SERVICE FUND

|                               |                       | PERIOD ACTUAL | YTD ACTUAL   | BUDGET    | UNEXPENDED   | PCNT    |
|-------------------------------|-----------------------|---------------|--------------|-----------|--------------|---------|
| <u>EXPENDITURES</u>           |                       |               |              |           |              |         |
| 32-58-10                      | POLICE VEHICLES       | 17,983.75     | 27,994.35    | .00       | ( 27,994.35) | .0      |
| 32-58-30                      | PUBLIC WORKS VEHICLES | .00           | 32,891.00    | 40,000.00 | 7,109.00     | 82.2    |
| TOTAL EXPENDITURES            |                       | 17,983.75     | 60,885.35    | 40,000.00 | ( 20,885.35) | 152.2   |
| TOTAL FUND EXPENDITURES       |                       | 17,983.75     | 60,885.35    | 40,000.00 | ( 20,885.35) | 152.2   |
| NET REVENUE OVER EXPENDITURES |                       | ( 11,518.65)  | ( 23,073.59) | 31,708.00 | 54,781.59    | ( 72.8) |

TOWN OF FAIRPLAY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2021

FAIRPLAY UTILITY ENTERPRISE

|   | PERIOD ACTUAL    | YTD ACTUAL        | BUDGET              | UNEARNED          | PCNT        |
|---|------------------|-------------------|---------------------|-------------------|-------------|
| <u>WATER REVENUE</u>                    |                  |                   |                     |                   |             |
| 51-42-05 POTABLE WATER                  | 35,295.50        | 194,796.92        | 400,000.00          | 205,203.08        | 48.7        |
| 51-42-20 LIEN REVENUE                   | 824.81           | 4,576.98          | .00                 | ( 4,576.98)       | .0          |
| 51-42-32 WATER FACILITY MAINTENANCE FEE | .00              | 243.64            | 500.00              | 256.36            | 48.7        |
| 51-42-34 WATER METERS, PRV, PARTS       | 137.07           | 411.21            | 1,000.00            | 588.79            | 41.1        |
| 51-42-36 PENALTY NON-COMPLIANCE         | 40.00            | 240.00            | 480.00              | 240.00            | 50.0        |
| 51-42-40 PLANT INVESTMENT FEES          | .00              | .00               | 7,500.00            | 7,500.00          | .0          |
| 51-42-60 OTHER WATER REVENUE            | .00              | .00               | 1,000.00            | 1,000.00          | .0          |
| <b>TOTAL WATER REVENUE</b>              | <b>36,297.38</b> | <b>200,268.75</b> | <b>410,480.00</b>   | <b>210,211.25</b> | <b>48.8</b> |
| <u>WASTEWATER REVENUE</u>               |                  |                   |                     |                   |             |
| 51-46-05 WW USER FEES                   | 55,899.00        | 334,872.11        | 668,160.00          | 333,287.89        | 50.1        |
| 51-46-20 LIEN REVENUE                   | 790.00           | 3,372.51          | .00                 | ( 3,372.51)       | .0          |
| 51-46-40 PLANT INVESTMENT FEES          | .00              | .00               | 8,351.00            | 8,351.00          | .0          |
| 51-46-60 OTHER WASTEWATER REVENUE       | .00              | .00               | 100.00              | 100.00            | .0          |
| <b>TOTAL WASTEWATER REVENUE</b>         | <b>56,689.00</b> | <b>338,244.62</b> | <b>676,611.00</b>   | <b>338,366.38</b> | <b>50.0</b> |
| <u>INTEREST/FEE REVENUE</u>             |                  |                   |                     |                   |             |
| 51-48-10 INTEREST ON INVESTMENTS        | 8.39             | 141.56            | 7,000.00            | 6,858.44          | 2.0         |
| 51-48-30 LATE FEES                      | 893.50           | 4,200.53          | 12,000.00           | 7,799.47          | 35.0        |
| <b>TOTAL INTEREST/FEE REVENUE</b>       | <b>901.89</b>    | <b>4,342.09</b>   | <b>19,000.00</b>    | <b>14,657.91</b>  | <b>22.9</b> |
| <b>TOTAL FUND REVENUE</b>               | <b>93,888.27</b> | <b>542,855.46</b> | <b>1,106,091.00</b> | <b>583,235.54</b> | <b>49.1</b> |



TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2021

FAIRPLAY UTILITY ENTERPRISE

|                                       | PERIOD ACTUAL    | YTD ACTUAL        | BUDGET            | UNEXPENDED        | PCNT        |
|---------------------------------------|------------------|-------------------|-------------------|-------------------|-------------|
| <u>EMPLOYEE EXPENSES</u>              |                  |                   |                   |                   |             |
| 51-70-01 SALARIES                     | 13,048.17        | 84,602.52         | 199,954.00        | 115,351.48        | 42.3        |
| 51-70-02 401A EMPLOYER MATCH          | 390.84           | 2,734.05          | 6,459.00          | 3,724.95          | 42.3        |
| 51-70-11 SS/MEDICARE EXPENSE          | 1,001.99         | 6,487.76          | 15,388.00         | 8,900.24          | 42.2        |
| 51-70-12 UNEMPLOYMENT EXPENSE         | 35.13            | 236.12            | 603.00            | 366.88            | 39.2        |
| 51-70-13 EMPLOYMENT HEALTH INSURANCE  | 3,734.36         | 20,785.46         | 58,545.00         | 37,759.54         | 35.5        |
| 51-70-14 WORKER'S COMPENSATION        | .00              | 5,520.50          | 4,424.00          | ( 1,096.50)       | 124.8       |
| 51-70-15 BOARD OF TRUSTEE SALARIES    | 60.00            | 270.00            | 1,200.00          | 930.00            | 22.5        |
| <b>TOTAL EMPLOYEE EXPENSES</b>        | <b>18,270.49</b> | <b>120,636.41</b> | <b>286,573.00</b> | <b>165,936.59</b> | <b>42.1</b> |
| <u>OFFICE/GENERAL EXPENSE</u>         |                  |                   |                   |                   |             |
| 51-72-02 BANK/CREDIT CARD FEES        | 527.49           | 2,956.20          | 6,000.00          | 3,043.80          | 49.3        |
| 51-72-06 COMPUTER/SOFTWARE/SUPPORT-O  | 439.50           | 3,210.58          | 13,000.00         | 9,789.42          | 24.7        |
| 51-72-10 MISCELLANEOUS                | 250.00           | 250.00            | 1,000.00          | 750.00            | 25.0        |
| 51-72-14 OFFICE SUPPLIES              | 358.03           | 1,430.49          | 3,500.00          | 2,069.51          | 40.9        |
| 51-72-18 POSTAGE EXPENSE              | 337.61           | 1,817.32          | 4,000.00          | 2,182.68          | 45.4        |
| 51-72-22 PUBLISHING EXPENSE           | .00              | .00               | 600.00            | 600.00            | .0          |
| 51-72-26 TELEPHONE EXPENSE            | 186.61           | 1,251.62          | 4,500.00          | 3,248.38          | 27.8        |
| 51-72-30 TOWN HALL RENTAL PAYMENT     | .00              | .00               | 12,397.00         | 12,397.00         | .0          |
| 51-72-34 UTILITIES-OFFICE             | 170.02           | 1,629.52          | 2,500.00          | 870.48            | 65.2        |
| 51-72-38 VEHICLE/EQUIP RENTAL TO ISF  | 2,041.84         | 11,737.28         | 21,420.00         | 9,682.72          | 54.8        |
| 51-72-42 VEHICLE MAINTENANCE/REPAIR   | 69.99            | 4,107.55          | 5,000.00          | 892.45            | 82.2        |
| <b>TOTAL OFFICE/GENERAL EXPENSE</b>   | <b>4,381.09</b>  | <b>28,390.56</b>  | <b>73,917.00</b>  | <b>45,526.44</b>  | <b>38.4</b> |
| <u>CONTRACTUAL FEES</u>               |                  |                   |                   |                   |             |
| 51-73-20 AUDITOR FEES                 | 4,375.00         | 4,375.00          | 4,375.00          | .00               | 100.0       |
| 51-73-40 INSURANCE-PROPERTY/LIABILITY | .00              | 14,848.08         | 12,608.00         | ( 2,240.08)       | 117.8       |
| 51-73-60 LEGAL FEES                   | 132.00           | 2,136.00          | 5,000.00          | 2,864.00          | 42.7        |
| <b>TOTAL CONTRACTUAL FEES</b>         | <b>4,507.00</b>  | <b>21,359.08</b>  | <b>21,983.00</b>  | <b>623.92</b>     | <b>97.2</b> |

TOWN OF FAIRPLAY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2021

FAIRPLAY UTILITY ENTERPRISE

|  | PERIOD ACTUAL     | YTD ACTUAL        | BUDGET            | UNEXPENDED        | PCNT        |
|--|-------------------|-------------------|-------------------|-------------------|-------------|
| <u>WATER - PLANT &amp; EQUIPMENT</u>       |                   |                   |                   |                   |             |
| 51-74-10 CHEMICAL AND SUPPLIES             | 630.00            | 1,359.55          | 2,000.00          | 640.45            | 68.0        |
| 51-74-15 COMPUTER EXPENSE-WATER SYSTE      | .00               | 1,975.24          | 5,000.00          | 3,024.76          | 39.5        |
| 51-74-17 CONTRACT PLANT OPERATOR           | 4,500.00          | 22,500.00         | 6,000.00          | ( 16,500.00)      | 375.0       |
| 51-74-20 DITCH MAINTENANCE                 | .00               | .00               | 500.00            | 500.00            | .0          |
| 51-74-25 EDUCATION                         | 90.00             | 90.00             | 3,000.00          | 2,910.00          | 3.0         |
| 51-74-30 ENGINEERING FEES                  | .00               | 2,758.75          | 10,000.00         | 7,241.25          | 27.6        |
| 51-74-35 FUEL                              | 91.02             | 661.40            | 2,000.00          | 1,338.60          | 33.1        |
| 51-74-40 HASP MEMBERSHIP DUES              | .00               | .00               | 1,400.00          | 1,400.00          | .0          |
| 51-74-45 LEAKS AND REPAIRS                 | .00               | 1,390.00          | 10,000.00         | 8,610.00          | 13.9        |
| 51-74-50 MISCELLANEOUS                     | 23.00             | 2,159.02          | 2,000.00          | ( 159.02)         | 108.0       |
| 51-74-55 PERMITS/DUES/LOCATES              | 22.44             | 857.36            | 1,000.00          | 142.64            | 85.7        |
| 51-74-60 PUMPHOUSE EXPENSE                 | .00               | .00               | 500.00            | 500.00            | .0          |
| 51-74-65 REPAIR & MAINTENANCE-EQUIP        | .00               | 577.66            | 10,000.00         | 9,422.34          | 5.8         |
| 51-74-70 UTILITIES                         | 245.89            | 1,294.21          | 2,500.00          | 1,205.79          | 51.8        |
| 51-74-75 TESTING AND SUPPLIES              | .00               | 144.00            | 2,500.00          | 2,356.00          | 5.8         |
| 51-74-80 TOOLS AND SUPPLIES                | .00               | 560.27            | 2,000.00          | 1,439.73          | 28.0        |
| 51-74-85 WATER METERS                      | .00               | 4,914.75          | 4,000.00          | ( 914.75)         | 122.9       |
| 51-74-90 WATER TANKS                       | 13.94             | 98.76             | 1,000.00          | 901.24            | 9.9         |
| 51-74-95 WATER TREATMENT PLANT             | 625.58            | 4,490.73          | 15,000.00         | 10,509.27         | 29.9        |
| <b>TOTAL WATER - PLANT &amp; EQUIPMENT</b> | <b>6,241.87</b>   | <b>45,831.70</b>  | <b>80,400.00</b>  | <b>34,568.30</b>  | <b>57.0</b> |
| <u>WASTEWATER-PLANT &amp; EQUIPMENT</u>    |                   |                   |                   |                   |             |
| 51-76-15 CHEMICALS AND SUPPLIES            | .00               | .00               | 3,000.00          | 3,000.00          | .0          |
| 51-76-20 COLLECTION SYSTEM MAINTENANC      | .00               | .00               | 30,000.00         | 30,000.00         | .0          |
| 51-76-25 COMPUTER EXPENSE-WW SYSTEM        | .00               | 650.30            | 3,600.00          | 2,949.70          | 18.1        |
| 51-76-27 CONTRACT - ORC                    | 5,000.00          | 25,000.00         | 60,000.00         | 35,000.00         | 41.7        |
| 51-76-35 ENGINEERING FEES                  | .00               | .00               | 10,000.00         | 10,000.00         | .0          |
| 51-76-40 FUEL                              | 91.00             | 661.32            | 2,000.00          | 1,338.68          | 33.1        |
| 51-76-45 MISCELLANEOUS                     | 3,301.20          | 3,466.20          | 1,000.00          | ( 2,466.20)       | 346.6       |
| 51-76-50 PERMITS/DUES/LOCATES              | 31.68             | 97.68             | 4,300.00          | 4,202.32          | 2.3         |
| 51-76-55 REPAIRS AND MAINTENANCE-EQUIP     | 793.94            | 5,009.50          | 55,000.00         | 49,990.50         | 9.1         |
| 51-76-60 SLUDGE REMOVAL/DISPOSAL           | 100,000.00        | 100,000.00        | 100,000.00        | .00               | 100.0       |
| 51-76-65 TESTING AND SUPPLIES              | 380.00            | 2,623.06          | 6,000.00          | 3,376.94          | 43.7        |
| 51-76-70 TOOLS AND SUPPLIES                | 543.19            | 543.19            | 2,000.00          | 1,456.81          | 27.2        |
| 51-76-75 TRASH                             | 75.00             | 441.25            | 900.00            | 458.75            | 49.0        |
| 51-76-80 UTILITIES-PLANT                   | 5,096.93          | 33,657.56         | 60,000.00         | 26,342.44         | 56.1        |
| <b>TOTAL WASTEWATER-PLANT &amp; EQUIP</b>  | <b>115,312.94</b> | <b>172,150.06</b> | <b>337,800.00</b> | <b>165,649.94</b> | <b>51.0</b> |
| <u>DEBT SERVICE</u>                        |                   |                   |                   |                   |             |
| 51-80-02 LOAN PRINCIPAL                    | .00               | .00               | 216,700.00        | 216,700.00        | .0          |
| 51-80-04 LOAN INTEREST                     | 50,213.14         | 50,213.14         | 97,341.00         | 47,127.86         | 51.6        |
| <b>TOTAL DEBT SERVICE</b>                  | <b>50,213.14</b>  | <b>50,213.14</b>  | <b>314,041.00</b> | <b>263,827.86</b> | <b>16.0</b> |

TOWN OF FAIRPLAY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING JUNE 30, 2021

FAIRPLAY UTILITY ENTERPRISE

|                               | PERIOD ACTUAL | YTD ACTUAL | BUDGET       | UNEXPENDED    | PCNT   |
|-------------------------------|---------------|------------|--------------|---------------|--------|
| TOTAL FUND EXPENDITURES       | 198,926.53    | 438,580.95 | 1,114,714.00 | 676,133.05    | 39.3   |
| NET REVENUE OVER EXPENDITURES | ( 105,038.26) | 104,274.51 | ( 8,623.00)  | ( 112,897.51) | 1209.3 |

**TOWN OF FAIRPLAY, COLORADO  
RESOLUTION #17  
(Series 2021)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF  
FAIRPLAY, COLORADO, GRANTING APPROVAL OF THE APPLICATION  
FOR A SPECIAL USE PERMIT FOR 400 US HIGHWAY 285**

**WHEREAS**, on May 27, 2021, Sam Mick, via Tomi Shake acting on behalf of Mr. Mick, (hereinafter referred to as Applicant) submitted an Application to the Town of Fairplay, Colorado, for a Special Use Permit to allow the display and sale of Shed Depot USA's model sheds on his commercial zoned property located at 400 US Highway 285, Fairplay, Colorado, and

**WHEREAS**, the Board of Trustees at its June 21, 2021, regularly scheduled meeting did review said application and did discuss and approve of the granting of a Special Use Permit, and

**WHEREAS**, the Board of Trustees for the Town of Fairplay, Colorado, finds that notice of the public hearing on Applicant's application was properly and timely published and mailed as per Fairplay Municipal Code UDC Article IV, Section 16-4-10, and

**WHEREAS**, The Board of Trustees has evaluated the application in accordance with the standards set forth in the Fairplay Municipal Code UDC Article VI and reviewed, and considered recommendations, comments, and arguments of Town staff and the public, and

**WHEREAS**, the Board of Trustees finds and determines that the proposed special use will not adversely impact the neighborhood or the public safety and welfare.

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

1. The applicant's request for a Special Use Permit is hereby granted to allow the display and sale of Shed Depot USA's model sheds on the property located at 400 US Highway 285, Fairplay, Colorado.
2. The Board hereby determines that this Special Use Permit shall NOT run with the land.
3. Sheds shall be located to adhere to front, side, and rear yard setbacks.
4. Hours of pick-up and delivery are limited to Monday-Friday 9am-5pm.
5. No exterior lighting is approved as part of this permit.
6. All signage shall comply with the Town's sign regulations.
7. Access will not be permitted from US Hwy. 285.

8. The special use permit will be reviewed as necessary by Town Staff for compliance with the Town Code and the conditions of the special use permit.
9. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the Town of Fairplay, that it is promulgated for the health, safety, and welfare of the public and that this Resolution is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Board of Trustees further determines that the Resolution bears a rational relation to the proper legislative object sought to be attained.
10. Severability. If any clause, sentence, paragraph or part of this Resolution or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.
11. Effective Date. This Resolution shall become effective immediately.

**RESOLVED, APPROVED AND ADOPTED this 19<sup>h</sup> day of July, 2021.**

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

(SEAL)

**ATTEST:**

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



## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Bo Schlunsen, Police Chief  
**RE:** Patrol Car  
**DATE:** 13 July, 2021

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The State bid for vehicles will go into effect on July 29, 2021. The quoted price from Daniels Long Chevrolet for a 2022 Chevrolet Tahoe SSV is \$39,318, as opposed to the list price of \$51,300. The cost for up-fitting would be around \$18,395. This includes a new radio which cost \$6,895 on the last vehicle.

The estimated grand total is \$57,713.

This vehicle would replace our 2010 Tahoe which has 98K miles and is wearing out.

The Internal Service Fund contains well over \$300,000.



# DANIELS LONG CHEVROLET FLEET

MITCH MALTRY | 7192283520 | MMALTRY@PHILLONG.COM

[Fleet] <sup>2022</sup> Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (89) (✓ Complete)

Quote: FAIRPLAY POLICE DEPARTMENT 2022 TAHOE SSV ORDER QUOTE 6-23-2021

## Quote Worksheet

|                        |                               |                      |
|------------------------|-------------------------------|----------------------|
| Base Price             |                               | MSRP                 |
| Dest Charge            |                               | \$51,300.00          |
| Total Options          |                               | \$1,695.00           |
|                        |                               | <b>(\$3,673.00)</b>  |
|                        | Subtotal                      | \$49,322.00          |
|                        | Subtotal Pre-Tax Adjustments  | \$0.00               |
| Less Customer Discount |                               |                      |
|                        | Subtotal Discount             | <b>(\$10,004.15)</b> |
| Trade-In               |                               |                      |
|                        | Subtotal Trade-In             | \$0.00               |
|                        | Taxable Price                 | \$39,317.85          |
| Sales Tax              |                               |                      |
|                        | Subtotal Taxes                | \$0.00               |
|                        | Subtotal Post-Tax Adjustments | \$0.00               |
|                        | Total Sales Price             | <b>\$39,317.85</b>   |

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 Data Version: 14076. Data Updated: Jun 23, 2021 12:49:00 AM PDT.



# DANIELS LONG CHEVROLET FLEET

MITCH MALTRY | 7192283520 | MMALTRY@PHILLONG.COM

2022

[Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (89) (✓ Complete)

Quote: FAIRPLAY POLICE DEPARTMENT 2022 TAHOE SSV ORDER QUOTE 6-23-2021

**Comments:**

This quote is for the order of a 2022 Chevy Tahoe SSV as specified. Please review options for accuracy. This would be for ordering a 2022 model year.

State Bid Contract 164367

Thank You

Mitch Maltry  
Daniels Long Chevrolet  
Fleet/Commercial Manager  
7192283520

 6-23-21  
\_\_\_\_\_  
Dealer Signature / Date

\_\_\_\_\_  
Customer Signature / Date

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Data Version: 14078. Data Updated: Jun 23, 2021 12:49:00 AM PDT





## MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Public Works Director

RE: Resolution No. 18 Encroachment Agreement with Joan Zimmerman for 240 4<sup>th</sup> Street

DATE: July 15, 2021

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In the summer of 2020 Gerrits Kasper, then the Town Building Inspector, interacted with Mr. Kevin O'Handley who was the tenant at 240 Fourth Street at this time. Mr. O'Handley had erected a fence without a permit from the Town. Furthermore, this fence intrudes into the Town of Fairplay's right-of-way on the northeastern edge of the property (see attached). Despite Mr. Kasper's attempts at enforcement Mr. O'Handley continued to work on the fence and completed its installation. When the property owner, Mrs. Zimmerman, was contacted she was surprised to learn of the fence installation and that Mr. O'Handley had not obtained a permit for the work.

Staff feels that the cleanest way to resolve this issue is to enter into the attached Encroachment Agreement with Mrs. Zimmerman and leave the fence up. The amount of right-of-way taken by the fence is minimal and should not pose any issues were it to remain standing. Mrs. Zimmerman has been excellent to work with and is looking to sell the property in the coming months. Mrs. Zimmerman has provided the Town with a Fence Permit Application and check containing the correct amount of monetary fees. This application has not been processed yet but will be if this Resolution is passed. The other option, should the Board choose not to approve this resolution, is for Mrs. Zimmerman to have the fence removed from the Town right-of-way.

Staff does recommend approval of Resolution No. 18 which will require a motion, second and roll call vote.

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 18  
Series of 2021**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN ENCROACHMENT AGREEMENT FOR 240 FOURTH STREET BETWEEN JOAN ZIMMERMAN AND THE TOWN OF FAIRPLAY, COLORADO.**

**WHEREAS**, the Town of Fairplay Board of Trustees is willing to allow the fence on the northeast section of the 240 Fourth Street lot; and,

**WHEREAS**, the Town of Fairplay Board of Trustees understands that portions of this fence exist in the Town's right-of-way; and,

**WHEREAS**, the Town of Fairplay Board of Trustees desires to enter into an encroachment agreement to allow the fence to remain standing.

**NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO THAT** the Board of Trustees hereby authorizes the Town Administrator and/or Mayor to sign the Agreement attached hereto.

**RESOLVED, APPROVED, and ADOPTED** this 19<sup>th</sup> day of July 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

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

ATTEST:

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

## ENCROACHMENT AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between JOAN ZIMMERMAN (hereinafter referred to as "Owner") whose address is 240 Fourth St., Fairplay, Colorado, 80440, and The TOWN OF FAIRPLAY (hereinafter referred to as "Town") whose address is 901 Main Street, Fairplay, Colorado, 80440.

### WITNESSETH:

WHEREAS, Owner holds title to a certain parcel of real property more particularly described as:

The Northeasterly 86 feet of Lots 5 and 6, Block 18, TOWN OF FAIRPLAY, according to the map thereof filed October 25, 1872, County of Park, State of Colorado.

Also known by street number as: 240 4th Street, Fairplay, CO 80440 (hereinafter referred to as the "Property").

WHEREAS, the Property is encumbered by a certain Right of Way along Hathaway Street (hereinafter referred to as the "Easement"), such Easement being for the benefit of the Town and other utilities, more particularly described as:

COMMENCING at the northeast corner of lot 8; Thence S 54°0'0" E, along the northern line of said lot 8 and lot 7, a distance of 60 feet to the northeast corner of said lot 7;

Also indicated on attached survey incorporated by reference and attached hereto as Exhibit A and referenced in said Exhibit A as: "Hathaway Street, 60' R.O.W."

WHEREAS, Owner desires to maintain an existing fence built within a portion of the Easement (hereinafter referred to as "Encroachment").

NOW, THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Town hereby consents to the maintenance of the fence by Owner of the Encroachment within the Easement, subject to the terms herein.
3. In consideration of Town's consent to the maintenance of the Encroachment within the Easement, Owner hereby agrees that in the event that Town determines that it is necessary to construct, maintain, repair, remove or replace any facilities of Town or other utilities located or to be located within the Easement, and such work requires the removal or relocation of the Encroachment in whole or in part, such removal and replacement may be done by Town or its agents or subcontractors at the sole cost and

expense of the Owner.

4. Owner hereby acknowledges that the Encroachment will hinder Town's access to the Easement and the Town's facilities and other utilities located therein and Owner hereby grants Town alternate access across the Property as may be reasonably necessary or convenient for the Town to construct, maintain, repair, remove or replace such facilities or other utilities.
5. This Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the title to the Property and will forever benefit Town and bind the Owner and all future owners of the Property, including, without limitation, their heirs, successors, legal representatives and assigns.
6. Owner for itself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold Town harmless from and against any and all liabilities, damages, claims, costs and expenses, including attorneys' fees, which may be imposed upon or asserted against Town arising from or in any way connected with the installation and maintenance of the Encroachment within the Easement.

**AGREED TO** by the parties on the date first set forth above.

TOWN, Town of Fairplay

By: \_\_\_\_\_  
Mason Green  
Public Works Director

OWNER, Joan Zimmerman

By: \_\_\_\_\_  
Joan Zimmerman

TOWN ATTORNEY, Paul Wisor

\_\_\_\_\_  
Approved as to Form



## MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Public Works Director

RE: Resolution No. 19 Professional Services Agreement for Engineering Services  
Related to the Infiltration Gallery Project

DATE: July 15, 2021

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As requested by the Board staff has been working with Mr. Hahn to develop a proposal which seeks to explore the cost, difficulty and benefits of activating the Town's dormant infiltration gallery. Mr. Hahn has further engaged two colleagues to assist in this project—Ken Hardesty and Ed Deurr—who have engineering and treatment experience outside of Mr. Hahn's skillset. Additionally, Mr. Hahn will utilize Triangle Electric which has a long history of doing work at the water treatment plant.

Staff feels this proposal reflects the communicated desires of the Board of Trustees. The proposal includes existing infrastructure review and preliminary drawings of said infrastructure, reconnaissance-level costs associated with the gallery activation, treatment methods for water produced by the gallery, review of permitting requirements, exploration into grants, loans and other funding mechanisms the Town may be able to take advantage of as well as exploration into electrical upgrades at the water plant and additional infiltration gallery testing.

Staff believes that working with Mr. Hahn, Mr. Hardesty and Mr. Duerr will be critical in understanding the challenges and benefits of activating the infiltration gallery and recommends approval of Resolution No. 19 this will require a motion, a second and a roll call vote.

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 19**  
**Series of 2021**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAHN WATER RESOURCES, LLC AND THE TOWN OF FAIRPLAY, COLORADO.**

**WHEREAS**, the Town of Fairplay Board of Trustees desires to explore and understand the challenges and benefits of activating the dormant infiltration gallery; and,

**WHEREAS**, the Town of Fairplay Board of Trustees is comfortable with the scope of work outlined in the proposal; and,

**WHEREAS**, the Town of Fairplay Board of Trustees desires to enter into the attached professional services agreement with Hahn Water Resources, LLC .

**NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO THAT** the Board of Trustees hereby authorizes the Town Administrator and/or Mayor to sign the Agreement attached hereto.

**RESOLVED, APPROVED, and ADOPTED** this 19<sup>th</sup> day of July 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

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

ATTEST:

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



## Professional Services Agreement

Project/Services Name: Beaver Creek Water Treatment Plant Project 2021

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") dated as of July 19, 2021 is entered into by and between Hahn Water Resources LLC, a Colorado limited liability company, whose business address is 6589 Elaine Road, Evergreen, Colorado 80439 ("**Contractor**") and the Town of Fairplay, Colorado, a statutory municipality of the State of Colorado ("**Town**" and, together with the Contractor, "**Parties**").

### RECITALS AND REPRESENTATIONS

**WHEREAS**, the Town desires to have performed certain professional services as described in this Agreement; and

**WHEREAS**, the Contractor represents that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement and within the deadlines provided by the Agreement; and

**WHEREAS**, the Town desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

#### 1.0 SERVICES AND CONTRACTOR PERFORMANCE

**1.1 Services and Work Product.** As directed by and under the supervision of the Town Manager for the Town of Fairplay, the Contractor shall provide the Town with the services described in Exhibit A, attached hereto and incorporated herein ("**Services**"). For purposes of this Agreement, "**Work Product**" shall consist of deliverables and/or product to be created, provided or otherwise tendered to the Town as described in the Services.

**1.2 Changes to Services.** At any time the Town may request a change or changes in the Services. Any changes that are mutually agreed upon between the Town and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Fairplay Board of Trustees ("**Town Board**").

**1.3 Independent Contractor.** The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town other than as a contracting party and independent contractor. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers'

compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

**1.4 Standard of Performance.** In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Contractor represents to the Town that the Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

**1.5 Patent Indemnification.** Contractor shall indemnify, defend and hold Town harmless from any and all claims, demands, and causes of action (including reasonable attorneys' fees and costs of suit) for actual or asserted infringement or actual or asserted appropriation or use by Town of trade secrets, proprietary information, know-how, copyright rights, or patented inventions included in any design or specification furnished by Contractor or arising from the use or sale of materials, equipment, methods, processes, designs and information, furnished by Contractor in connection with the Services. Contractor shall include the foregoing indemnification provision as a term of each agreement utilized by it in the performance of its work which shall extend expressly from the vendor or subcontractor to Town.

**1.6 Safety.** When and to the extent that Contractor or any of its employees, agents or subcontractors are working under the terms of this Agreement, Contractor will comply, and cause all its employees, agents and subcontractors to comply, with applicable safety rules and security requirements.

**1.7 Qualified Personnel.** Contractor will make available all qualified Contractors, drafters, technical and clerical personnel necessary to fulfill its obligations under this Agreement. Prior to commencement of work, Contractor will provide Town with the names of all Contractor personnel and their then current hourly rates, if applicable, whose services are to be employed in performance of the Services. Removal or re-assignment of personnel by Contractor will only be done with prior written approval of Town.

**1.8 Removal of Personnel by Town.** Town may, in its discretion, require Contractor to dismiss from performance of the Services any personnel of Contractor or any subcontractor for any reason, effective upon written notice from Town of such dismissal. Town will not be required to pay salary, or any other costs associated with dismissed personnel effective upon Contractor's receipt of notice to dismiss from Town.

**1.9 Representations and Warranties.** Contractor represents and warrants that the Services will be performed in a manner consistent with other reasonable professionals providing similar services under similar circumstances. Contractor will complete the Services in accordance with the Agreement and applicable United States laws, regulations, ordinances, and codes in existence at the time the Agreement is executed.

**1.10 Maintenance of and Access to Records.** Contractor will maintain detailed records of all matters relating to the Services during the term of the Agreement and for a period after its cancellation or termination of not less than five (5) years. Town will have the right to copy and audit during regular business hours all records of any kind which in any way relate to the Services, whether created before, during or after the termination of this Agreement. Access to such records will be provided to Town at no cost.



**1.11 Colorado Open Records Act.** The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. In the event of the filing of a lawsuit to compel such disclosure, the Town shall inform the Contractor and will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same

**1.12 Disclosure of Adverse Information.** Contractor will promptly disclose to Town any and all information which Contractor may learn, or which may have a material adverse impact on the Services or the Work Product or Town's ability to utilize the Work Product in the manner and for the purpose for which the Work Product is intended.

## **2.0 COMPENSATION**

**2.1 Commencement of and Compensation for Services.** Following execution of this Agreement by the Town, the Contractor shall be authorized to commence performance of the Services as described in **Exhibit A** subject to the requirements and limitations on compensation as provided by this **Section 2.0 COMPENSATION** and its Sub-Sections.

**A. Time and Materials Contract – Not to Exceed Amount.** The Contractor shall perform the Services and shall invoice the Town for work performed based on the rates and/or compensation methodology described in **Exhibit A**. Total compensation (including all reimbursable expenses) shall not exceed **Twenty Eight Thousand One Hundred and Forty Dollars (\$28,140)**.

**B. Reimbursable Expenses.** The following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the Internal Revenue Service as a deductible business expense)
- Printing and Photocopying Related to the Services
- Charges incidental to securing needed information (e.g., charges imposed to obtain recorded documents)
- Postage and Delivery Services
- Lodging and Meals (only with prior written approval of the Town as to dates and maximum amount permitted)

**C. Non-reimbursable Costs, Charges, Fees, or Other Expenses.** Any fee, cost, charge, fee, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

**D. Increases in Compensation or Reimbursable Expenses.** Any increases or modification of compensation or reimbursable expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.

**2.2 Payment Processing.** The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice.

**2.3 Town Dispute of Invoice or Invoiced Item(s).** The Town may dispute any Contractor time, reimbursable expense, and/or compensation requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

### **3.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

**3.1** The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the Town such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.

**3.2** The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

**3.3** The Contractor shall provide all the Services in a timely and professional manner.

**3.4** The Contractor shall promptly comply with any written Town request from the Town or any of the Town's duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.

**3.5** The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

**3.6** The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

### **4.0 TERM AND TERMINATION**

**4.1 Term.** The provision of services under this Agreement shall commence on 7/19/2021 and will terminate on 12/30/2021; provided, however, under no circumstances will the Term exceed the end of the current Town Fiscal year (January 1 – December 31). The Contractor understands and agrees that the Town has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise. Notwithstanding the foregoing,; the Parties may mutually agree in writing to the monthly extension of this Agreement for up to twelve (12) consecutive calendar months if such extension is approved by the Town Board and the Contractor and such extension does not alter or amend any of the terms or provisions of this Agreement.

**4.2 Continuing Services Required.** The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board.

**4.3 Town Unilateral Termination.** This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

- A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and
- B. All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town; and
- C. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by **Sub-Section 4.3(A)** above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.

**4.4 Termination for Non-Performance.** Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this **Sub-Section 4.4**, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this **Sub-Section 4.4**, nothing in this **Sub-Section 4.4** shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

**4.5 Unilateral Suspension of Services.** The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the

Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement or (3) as required by law.

**4.6 Reinstatement of Services Following Town's Unilateral Suspension.** The Town may at its discretion direct the Contractor to continue performance of the Services following suspension. If such direction by the Town is made within thirty (30) days of the date of suspension, the Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Contractor may elect to: (1) provide written notice to the Town that such suspension is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the Town an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the Town, to provide written notice to the Town that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

**4.7 Delivery of Notice of Termination.** Any notice of termination permitted by this **Section 4.0 TERM AND TERMINATION** and its subsections shall be addressed to the persons identified in Section 9.17 herein and at the addresses provided therein or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

## **5.0 INSURANCE**

**5.1 Insurance Generally.** The Contractor shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified in this **Sub-Section 5.1**. The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

The Contractor shall secure and maintain the following ("**Required Insurance**"):

- A. Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance, if any, shall be endorsed to include the Town as a Certificate Holder.
- B. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) Dollars each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. 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 contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such

insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

C. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than of One Hundred Thousand Dollars (\$100,000.00) each person and each accident and for property damage of not less than Fifty Thousand Dollars (\$50,000.00) each accident with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

D. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

**5.2 Additional Requirements for All Policies.** In addition to specific requirements imposed on insurance by this **Section 5.0 INSURANCE** and its subsections, insurance shall conform to all of the following:

A. For Required Insurance and any other insurance carried by Contractor ("**Contractor Insurance**"), all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.

B. For both Required Insurance and Contractor Insurance, the Contractor shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

D. For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

**5.3 Failure to Obtain or Maintain Insurance.** The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this **Section 5.0 INSURANCE** and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town immediately upon

demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

**5.4 Insurance Certificates.** Prior to commencement of the Services, the Contractor shall submit to the Town applicable certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this **Section 5.0 INSURANCE** and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the "Project Name" as identified on the first page of this Agreement. The Town may request, and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

## **6.0 OWNERSHIP OF DOCUMENTS**

**6.1 Work Product is Property of Town.** Upon complete payment for services rendered, the Work Product, as defined in **Sub-Section 1.1**, shall be deemed work made for hire and made in the course of Services performed under this Agreement and will be the exclusive property of Town. Town will have unlimited right to make, have made, use, reconstruct, repair, modify, reproduce, publish, distribute and sell the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit. Any reuse of the Work Product produced under this Agreement for any purpose not directly related to this Agreement will be at the sole risk of Town.

**6.2 Obligations of Contractor's Personnel and Subcontractors.** Contractor warrants it has enforceable written agreements with all of its personnel and subcontractors to be involved in performing the Services that:

- A. assign to Contractor ownership of all patents, copyrights and other proprietary rights created in the course of their employment or engagement; and
- B. obligate such personnel or subcontractors, as the case may be, upon terms and conditions no less restrictive than are contained in this **Section 6.0 OWNERSHIP OF DOCUMENTS**, not to use or disclose any proprietary rights or information learned or acquired during the course of such employment or engagement including, without limitation, any Work Product, all Contractor property and any other information pursuant to this **Section 6.0 OWNERSHIP OF DOCUMENTS**.

**6.3 Assignment of Proprietary Rights.** To the extent that any title to any Work Product may not, by operation of law, vest in Town, or such Work Product may not be considered to be work made for hire, Contractor hereby irrevocably transfers and assigns to Town in perpetuity all worldwide right, title and interest in and to the patent rights, copyrights, trade secrets and other proprietary rights in and ownership of, the Work Product.

**6.4 Town Furnished Information.** Title to all materials and all documentation furnished by the Town to Contractor will remain in the Town. Contractor will deliver to the Town any all Work Product and property, including copies thereof on whatever media rendered, upon the first to occur of:

- A. the Town's written request; or
- B. completion of the Services under this Agreement; or
- C. termination of this Agreement.

**6.5** The Contractor waives any right to prevent its name from being used in connection with the Services.

## **7.0 CONFLICT OF INTEREST**

The Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any Town official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. §24-18-109, as amended, or the Town's ethical principles.

## **8.0 REMEDIES**

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

**8.1** Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

**8.2** Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

**8.3** Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or

**8.4** Terminate this Agreement in accordance with this Agreement.

The foregoing remedies are cumulative and the Town, at its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## **9.0 MISCELLANEOUS PROVISIONS**

**9.1 No Waiver of Rights.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Board or by a person expressly authorized to sign such waiver by resolution of the Town Board of the Town of Fairplay, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

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

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

**9.4 Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 9.4 shall not authorize assignment.

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

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

**9.7 Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Park County, Colorado and the parties consent and agree to the jurisdiction of such courts. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

**9.8 Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

**9.9 Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of the Town Board. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by



resolution or motion of the Town Board. No assignment shall release the Applicant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

**9.10 Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

**9.11 Integration and Amendment.** This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the Town and the Contractor.

**9.12 Severability.** Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

**9.13 Incorporation of Exhibits.** Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

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

**9.15 Non-Liability of Town for Indirect or Consequential Damages or Lost Profits.** Parties agree that the Town shall not be liable for indirect or consequential damages, including lost profits that result from

the Town's declaration that the Contractor is in default of the Agreement, so long as the Town acts in good faith.

**9.16 Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify and defend the Town, its members, affiliates, officers, directors, partners, employees, and agents (collectively referred to as the "Town" for the purposes of this Section 9.16) from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees (collectively referred to "Losses"), arising out of the performance of the Services, provided that (a) any such claim, damage, loss or expense is caused by any negligent act or omission of (i) Contractor, (ii) anyone directly or indirectly employed by Contractor or (iii) anyone for whose acts Contractor may be liable; and (b) such indemnification shall not apply to the extent that such Losses are caused by the negligence of the Town or other party indemnified hereunder. If Contractor is providing architectural, engineering, or surveying services; design; construction; alteration; repair; or maintenance of any building, structure, highway, bridge, viaduct, water, sewer, or gas distribution system, or other works dealing with construction, or any moving, demolition, or excavation connected with such construction, the extent of Contractor's obligation to indemnify and defend the Town is enforceable only to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers. If the Contractor is a person or entity providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify and defend the Town may be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and Town. The indemnification in this Section 9.16 shall be construed to comply with C.R.S. § 13-50.5-102(8) *et. seq.*

**9.17 Notices.** Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient. Written notice may also be provided by electronic mail which shall be deemed delivered when receipt is acknowledged by reply of the recipient.

**If to the Town:**

**If to the Contractor:**

|  |   |
|--|---|
| Tina Darrah, Town Administrator<br>901 Main Street<br>Fairplay, Colorado 80440<br><a href="mailto:tdarrah@fairplay.org">tdarrah@fairplay.org</a> | Attention: Hannah Reiter<br>9892 Titan Park Circle, Unit 1<br>Littleton, CO 80125<br><a href="mailto:hannah@starplaygrounds.com">hannah@starplaygrounds.com</a> |
| With Copy to:<br>Town Attorney<br>901 Main Street<br>Fairplay, CO 80440  |   |

|   |  |
|---|--|
| Mason Green, Public Works Director<br>901 Main Street<br>Fairplay, CO 80440<br><a href="mailto:MGreen@fairplayco.us">MGreen@fairplayco.us</a> |  |
|---|--|

**10.0 AUTHORITY**

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Town of Fairplay and the Contractor and bind their respective entities.

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]***

THIS AGREEMENT is executed and made effective as provided above.

**TOWN OF FAIRPLAY, COLORADO**

By: \_\_\_\_\_  
Frank Just, Mayor

ATTEST: \_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR: HAHN WATER RESOURCES LLC**

By: \_\_\_\_\_  
Name:  
Position:

**EXHIBIT A**

Project/Services Name:



July 15, 2021

Mr. Mason Green  
Assistant Town Administrator and Public Works Director  
Town of Fairplay, Colorado  
PO Box 267  
901 Main Street  
Fairplay, CO 80440

**Re: Proposal for Engineering Services, Beaver Creek Water Treatment Plant, Fairplay CO**

Dear Mason:

I am excited to provide this proposal for engineering services for reconnaissance-level engineering of a water treatment facility in the Beaver Creek watershed. I am proposing to enlist the support of Ken Hardesty of Hardesty Engineering & Mapping, LLC, and Ed Duerr, of Ed Duerr Inc. in undertaking this work. Ken, Ed, and I have been involved in several conversations with you and your staff. Together we have a solid understanding of the existing state of the Town's water supply, and the physical and legal limitations affecting an expansion of the Town's water supply. Following completion of this work, and subject to your authorization, I anticipate that we would provide you with a proposed scope of services for a full expansion of the Town's water supply system that would include design, construction, and activation of an expanded water supply.

**Background**

The Town's water supply system has been the subject of multiple studies in recent years, culminating in an investigation by SGM completed in August 2020. I assisted in that investigation and am very familiar with the findings and recommendations contained in the final report. As you know, the SGM study concluded their work with a number of recommendations - several of these have already been implemented.

The existing raw water supply system that is permitted for use consists of wells 1, 2, and 3 having a combined capacity of about 145 gallons per minute (about 209,000 gallons per day) under "average" conditions. This capacity falls to 110 gpm (about 158,000 gallons per day) under condition of extended demand when the wells are required to pump at capacity for extended periods without rest. There appears to be limited or no capacity for new demands to the system.

One of the follow-up tasks recommended by SGM was to test the capacity of the infiltration gallery. Initial testing of the infiltration gallery was completed in April of this year. While the rate at which we were able to test the gallery was limited by the capacity of the temporary pumping equipment to 40 gallons per minute (gpm), the test results were very encouraging and consistent with prior testing of the gallery. The testing suggested that the gallery would be capable of pumping at least 120 gpm on a sustained basis, and likely more than this. We also obtained a water sample during the test and had the sample tested for gross chemical and physical attributes – these results were also very encouraging. I presented an overview of these results in a meeting with the Town on April 26, 2021.

The SGM study also identified 7 specific alternatives that would potentially increase the Town's supply capacity, as shown on Attachment 1 to this letter. For purposes of this letter, I have numbered these alternatives #1 through #7. The alternatives fell into three categories: ones that did not provide any redundancy to supply (#1), ones that would require application to the water court (#2, #3), and ones that would not require application to the water court (#4, #5, #6, #7). In subsequent meetings with the Town's legal counsel, Town staff concluded that applications to the water court were likely to be costly and that they would potentially put the Town's water rights portfolio at significant risk. Accordingly, alternatives requiring application to the water court were discarded. The success of a horizontal well (alternative #7 in the attached table) is uncertain, and the cost of the well combined with the cost of treatment resulted in a low ranking for this alternative in comparison with the others. Of the remaining alternatives, only two provided additional supply with a relatively high probability of success, namely: re-activating Old Well 4 (Alternative #4 in the attached table) and activating the infiltration gallery (Alternative #5 in the attached table). Both of these alternatives would be classified by the Colorado Department of Public Health and Environment (CDPHE) as groundwater under the direct influence of surface water (GWUDI) and would therefore require treatment. Together these alternatives would add at least 160 gpm to the Town's water supply (40 gpm from Well 4 + 120 gpm from the gallery), more than doubling the Town's water supply.

The SGM report concluded that the GWUDI classification would likely require "...a cartridge filtration or membrane water treatment system." We concur with this conclusion, while noting that cartridge filtration systems are far better suited to treating quantities of water much less than those produced by the Town. The SGM report suggested that such a system might typically cost between \$500,000 to \$1,500,000 – they recommended a study to assess the "...feasibility and costs of treating GWUDI classified water."

### **Water System Expansion**

Whereas the Town has historically relied exclusively on groundwater supplies and simple chlorination, the preferred alternative for expansion of the supply will require the capacity to treat sources that are classified as GWUDI (the gallery and Well 4). Prior to committing to this path forward (water treatment plant construction project) there are several tasks that can be completed to better inform the Town's decision-making. They are:

1. Confirm recommendations on treatment methods proposed by SGM. The SGM report did not provide any information on the underlying work that led to their recommendation on use of cartridge or low-pressure membranes for treating the raw water produced by the infiltration and Well 4. Whereas we agree with the recommendation of treatment using low pressure membranes, we suggest it would be helpful to document the basis for this selection instead of (for example) conventional treatment.
2. Develop reconnaissance-level costs for design and construction of the selected treatment facility, herein assumed to be low-pressure membranes. These costs would include equipment, installation, modifications to the existing building that might be required, electrical upgrades, instrumentation and control systems, etc.
3. Follow-up testing of the gallery. It is important that the gallery be re-tested at rates equaling or exceeding its design capacity. This task would involve defining the testing protocol (for example sizing of a temporary pump, instrument requirements, monitoring requirements) for



the testing. I anticipate testing the gallery at rates of between about 120 and 200 gpm for a multi-day period. This testing will include monitoring of one or both of the of the Town's shallow wells (Wells 2 and 3) to determine the level of interference between wells and the gallery. We would also once again obtain water samples during testing.

4. Identify loan and grant opportunities that are available to fund engineering, design, and construction of the permanent plant. This task would involve identifying grants and loans that might be available for funding all or parts of the Water Treatment Plant project, the amounts of money potentially available, and the required timing for applications.

## **SCOPE OF WORK**

The following scope of work is based on our knowledge of the project and the desire of the Town of Fairplay (Town) to upgrade the existing treatment process on-site and associated facilities located on the project site to an ultra-filtration WTP.

### **Task 1 – Initial Site Visit**

We will conduct an initial project kick-off meeting and site visit. I anticipate this would include myself, Ken Hardesty, and Ed Duerr along with Town representatives (Mason, Chris, Warm Springs Consulting). There are several important pieces of information needed to develop a credible estimate of cost for construction of a water treatment facility. In this task we will take full advantage of information already available (such as was developed in SGM's facilities inventory) as well as information that Town staff may be able to assist with (for example the building floor plan, piping layout and details, etc.). During the site visit we will:

- Inspect the site, including the existing concrete building that will contain the new water treatment units, the on-site supply wells, the infiltration gallery, the pipeline alignment from the gallery to the plant, and any other facilities that may become relevant to the project. We will assess the topography and structures to understand design and construction challenges that may exist.
- Discuss other information that may be needed in developing conceptual-level costs for the treatment facility that may not have been inventoried in the SGM study.

### **Task 2 – Develop Preliminary Drawings of Existing Plant**

There is limited historic documentation for the existing facilities and structures. We have portions of "as-built" drawings of the infiltration gallery and conveyance line from the gallery to the plan, although a physical inspection of the gallery revealed some discrepancies between the drawings and what was observed in the field. We are not aware of any as-built drawings for the plant itself.

We will prepare scaled drawings showing the layout of existing facilities. The scaled drawings will be to a level needed to confirm approximate dimensions and to identify general improvements that may be needed to accommodate the treatment facilities. These will show general placement of piping, access, floor plans, electrical panels, flow measurement and control equipment, chlorination facilities, below-grade pipe penetrations, etc. In our planning for this task, we have assumed that Town staff would be available to make supplemental measurements as a way of avoiding multiple site visits and multiple iterations of the drawings.

**Task 3 – Permitting**

Permitting requirements can have a significant impact on project feasibility and project costs. We will review requirements for permitting and identify those permits that will be critical to the project's approval (such as the location and means for disposal of the treatment waste stream) along with the probable level of effort needed to secure those permits.

**Task 4 – Develop Reconnaissance-Level Cost**

In this task we will develop reconnaissance-level estimate of cost for the water system expansion, to include engineering, permitting, design, cost of equipment purchases and installation, modifications to the plant, modifications to the power supply and related costs. We will also provide a reconnaissance-level estimate of annual operation and maintenance cost for this expansion. We plan to subcontract the electrical assessment to Triangle Electric (Triangle). Triangle has served the Town over a number of years and is intimately familiar with the electrical service at the plant. Triangle will review the existing service at the plant, investigate probable loads associated with a low-pressure membrane treatment facility, and identify improvements that may be required, including (if appropriate) upgrades to three-phase service. Triangle will also develop reconnaissance-level costs associated with the electrical improvements.

We understand the Town has confirmed that the conveyance pipeline connecting the infiltration gallery and the plan is intact. We will work with the Town in identifying additional investigations (such as pressure testing or camera inspection) that will confirm pipeline integrity. In the event that we find that the pipeline is compromised it may still be possible to repair the pipe by slip lining or other means, given the size of the pipeline (18 inches in diameter over most of its length).

**Task 5 – Identify Availability, Timing, and Process for Obtaining Grants and/or Loans**

In this task we will identify the loans and grants that may be available to the Town to fund engineering, design, and/or construction of the water treatment facility. We will prepare a summary of the specific grants and loans that are available, the amount of funding associated with each, the timing for award of the particular grant or loan, and the information required in making the application. We will also identify the supplemental information that may be required, such as project needs assessment (PNA) and environmental assessments.

**Task 6 – Gallery Testing**

Initial testing of the infiltration gallery suggested it would yield at least 120 gpm, based on testing for several days at a rate of about 40 gpm. Testing at 40 gpm resulted in minimal drawdown. Follow-up testing is needed to confirm the estimate of yield and to determine if the gallery is capable of significantly higher discharge. In this task, we will define the testing protocol, including discharge rate(s), duration of testing, instrumentation required during testing, water sampling needs, needs for monitoring nearby wells, etc. We will assist in the execution of this testing. I propose that this testing take place sometime in September, October, or November of this year.



**PROJECT COSTS**

The attached table (Attachment 2) summarizes my estimate of the cost for this work.

Please feel free to contact me if you have any questions. We look forward to working with you on this first step in expanding the Town's raw water supply.

Sincerely,

A handwritten signature in blue ink that reads "William F. Hahn". The signature is written in a cursive style with a clear first name and a last name that includes an initial.

William F. Hahn, P.G.

**Attachment 1. Alternatives for Expanding Capacity of the Town's Raw Water Supply (from SGM, 2020).**

|          | <b>Alternative</b>  | <b>Approximate Cost</b> | <b>Ranking</b> | <b>Comment</b>                                 |
|----------|---|-------------------------|----------------|--|
| <b>1</b> | Replace Well 1  | \$90,000                | 4              | No additional redundant supply.                |
| <b>2</b> | Install a Supplemental Well to Well 1                                   | \$110,000*              | 5              | Requires Water Court application               |
| <b>3</b> | File for an Alternate Point of Diversion (2 <sup>nd</sup> bedrock well) | \$110,000               | 3              | Requires Water Court application               |
| <b>4</b> | Replace Well No. 4R   | \$60,000                | 2              | Potential GWUDI, may need additional treatment |
| <b>5</b> | Activate Infiltration Gallery   | \$130,000*              | 4              | GWUDI, needs additional treatment and testing. |
| <b>6</b> | Activate Old Well 4   | \$15,000*               | 4              | GWUDI, needs additional treatment              |
| <b>7</b> | Install a Horizontal Well   | \$220,000*              | 2              | Potential GWUDI, may need additional treatment |

Attachment 2. Project Cost Detail

PROJECT COST PROPOSAL DETAIL

Project Name: Beaver Creek WTP Project  
Project Number: TBD

Client: Fairplay  
Project Manager: Mason Green

| TASK DESCRIPTION   | Hardisty  |                | Deurr      |                | Hahn      |                | Other Direct | TOTAL LABOR HRS | TOTAL LABOR COST (\$) | TOTAL COST (\$) |
|--|-----------|----------------|------------|----------------|-----------|----------------|--------------|-----------------|-----------------------|-----------------|
|  | LABOR     | COST           | LABOR      | COST           | LABOR     | COST           |              |                 |                       |                 |
| <b>Task 1 – Initial Meeting and Site Visit</b>                 |           |                |            |                |           |                |              |                 |                       |                 |
| 1.1 Project Kick-off Meeting / Site Inspection                 | 6         | \$990          | 6          | \$990          | 6         | \$990          | \$180        | 18              | \$2,970               | \$3,150         |
| <b>Task 1 Totals</b>   | <b>6</b>  | <b>\$990</b>   | <b>6</b>   | <b>\$990</b>   | <b>6</b>  | <b>\$990</b>   | <b>\$180</b> | <b>18</b>       | <b>\$2,970</b>        | <b>\$3,150</b>  |
| <b>Task 2 – Reconnaissance-Level Drawings</b>                  |           |                |            |                |           |                |              |                 |                       |                 |
| 2.1 Supplement Building Inspection/Measurements                | 6         | \$990          | 0          | \$0            | 0         | \$0            | \$60         | 6               | \$990                 | \$1,050         |
| 2.3 Drawings   | 16        | \$2,640        | 4          | \$660          | 2         | \$330          | \$0          | 22              | \$3,630               | \$3,630         |
| <b>Task 2 Totals</b>   | <b>22</b> | <b>\$3,630</b> | <b>4</b>   | <b>\$660</b>   | <b>2</b>  | <b>\$330</b>   | <b>\$60</b>  | <b>28</b>       | <b>\$4,620</b>        | <b>\$4,680</b>  |
| <b>Task 3 – Identify Permitting Requirements</b>               |           |                |            |                |           |                |              |                 |                       |                 |
| 3.1 Identify Permitting  | 2         | \$330          | 8          | \$1,320        | 2         | \$330          |              | 12              | \$1,980               | \$1,980         |
| 3.2 Summary Memorandum   | 2         | \$330          | 4          | \$660          | 2         | \$330          |              |                 |                       |                 |
| <b>Task 3 Totals</b>   | <b>4</b>  | <b>\$330</b>   | <b>8</b>   | <b>\$1,320</b> | <b>2</b>  | <b>\$330</b>   | <b>\$0</b>   | <b>12</b>       | <b>\$1,980</b>        | <b>\$1,980</b>  |
| <b>Task 4 – Develop Reconnaissance-Level Cost</b>              |           |                |            |                |           |                |              |                 |                       |                 |
| 4.1 Facilities Cost  | 2         | \$330          | 12         | \$1,980        | 2         | \$330          |              | 16              | \$2,640               | \$2,640         |
| 4.2 Building/Piping Modifications                              | 8         | \$1,320        | 4          | \$660          | 2         | \$330          |              | 14              | \$2,310               | \$2,310         |
| 4.3 Electrical, Instrument/Control (incl. Triangle Electric)   | 2         | \$330          | 2          | \$330          | 0         | \$0            | \$5,400      | 4               | \$660                 | \$6,060         |
| 4.4 Recon Level Est of Cost Memorandum                         | 4         | \$990          | 4          | \$660          | 2         | \$330          |              | 10              | \$1,650               | \$1,650         |
| <b>Task 4 Totals</b>   | <b>16</b> | <b>\$2,640</b> | <b>22</b>  | <b>\$3,630</b> | <b>6</b>  | <b>\$990</b>   | <b>\$0</b>   | <b>44</b>       | <b>\$7,260</b>        | <b>\$12,660</b> |
| <b>Task 5 – Availability, Timing, Process for Grants/Loans</b> |           |                |            |                |           |                |              |                 |                       |                 |
| 5.1 Identify CDPHE permitting requirements                     | 4         | \$660          | 12         | \$1,980        | 2         | \$330          |              | 18              | \$2,970               | \$2,970         |
| <b>Task 5 Totals</b>   | <b>4</b>  | <b>\$660</b>   | <b>12</b>  | <b>\$1,980</b> | <b>2</b>  | <b>\$330</b>   | <b>\$0</b>   | <b>18</b>       | <b>\$2,970</b>        | <b>\$2,970</b>  |
| <b>Task 6 – Gallery Testing</b>                                |           |                |            |                |           |                |              |                 |                       |                 |
| 6.1 Testing Protocols  | 0         | \$0            | 0          | \$0            | 4         | \$660          | \$0          | 4               | \$660                 | \$660           |
| 6.2 Assist in Gallery Testing                                  | 0         | \$0            | 0          | \$0            | 8         | \$1,320        | \$60         | 8               | \$1,320               | \$1,380         |
| 6.3 Memorandum Summarizing Testing /Gallery Capacity           | 0         | \$0            | 0          | \$0            | 4         | \$660          | \$0          | 4               | \$660                 | \$660           |
| <b>Task 6 Totals</b>   | <b>0</b>  | <b>\$0</b>     | <b>\$0</b> | <b>\$0</b>     | <b>16</b> | <b>\$2,640</b> | <b>\$60</b>  | <b>16</b>       | <b>\$2,640</b>        | <b>\$2,700</b>  |
| <b>TOTALS</b>  | <b>52</b> | <b>\$8,260</b> | <b>52</b>  | <b>\$8,580</b> | <b>34</b> | <b>\$5,610</b> | <b>\$300</b> | <b>136</b>      | <b>\$22,440</b>       | <b>\$28,140</b> |



## MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Public Works Director

RE: Staff Report

DATE: July 15, 2021

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Well, it's been a busy summer! We are nearly complete with our picnic restoration project at the campground, we have been fixing potholes at least one day per week and we are really focused on keeping the sidewalks swept and policing tall plant growth on public property. We are also enjoying our role in seasonal events, and I have had Julie right a report about them for you as well.

One exciting thing that occurred recently was that Donovan, Chris, Marty and Keith were able to find and exercise valves at the water plant which got water from the infiltration gallery to run to the water treatment plant chamber. They were then able to exercise the correct blowoff valve to get the water to run out of the plant and into the discharge pond. This is excellent news for several reasons. First, we got full flow from the gallery to the plant meaning that the water line is likely intact. Secondly, the water did not need any boost/pump to get from the gallery to the treatment plant. Lastly, after flushing, the water coming through was very clear.

There is a lot going on so please ask me questions if there is something else you would like to talk about



**Town of Fairplay**  
901 Main Street • P.O. Box 267  
Fairplay, Colorado 80440  
(719) 836-2622  
www.fairplayco.us

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## MEMO

**Date:** July 13, 2021  
**To:** Town of Fairplay, Board of Trustees  
**From:** Julie Bullock, Special Events Coordinator  
**Re:** Summer Event Update

What a whirlwind summer it has been already. Our community and visitors have shown great support at the two events that we have already had this year, Brat-T-Gras and the Independence Day Celebration.

### **Brat-T-Gras Community Block Party**

While rain was certainly a factor at the Brat-T-Gras Community Block Party in June, we still had a great event! We had four participating restaurants. People were seen wearing Mardi Gras masks and beads and going in and out of the businesses all evening. Our musical entertainment was great although Split Window did get a bit of a late start due to rain. Our beer and wine tent was up and running and brought in \$1,546 in sales. The atmosphere was very positive and the community was happy to get out and enjoy some music.

### **Independence Day Celebration**

Our Independence Day Celebration was extremely large this year and the weather was great! We kicked off the day with the annual Burro Buster 5k scholarship run. We had 56 runners and were able to adorn them with prizes from High Alpine Sports which were donated to the event, about \$400 worth of items! The Strut Your Mutt competition was larger than I have ever seen before. While most categories in the dog show brought in about 10 entries the "Patriotic" category brought in 24 entries! We had over 50 dogs participate and were able to raise about \$104 for the Good Samaritan Fund for Animals with donations. Strut Your Mutt was again sponsored by High Paw Pet Supplies and DogWorks Creative K9 Fitness, in fact Marcia McMahon from DogWorks has been running the event since 2019 to help us out!

Our parade had 16 entries, which is large for this event! We had some kids face tattooing going on, a sidewalk chalk contest and lots of red, white and blue pinwheels to hand out to the kids. The pinwheels were donated by Rocky Mountain Rural Health. We had three food trucks and probably could use another one next year. They included Chef Charles Southern Style BBQ, The Dawg Haus and Silver Spur

**"Where History Meets the High Country"**



Sodas and boy were they busy and happy! Volunteers in the beer and wine tent were hopping! We brought in \$5,529 in sales! Narrow Gauge, our band for the evening out of Denver, did a fabulous job and there was barely any room on the dancefloor! The fireworks went off without a hitch and boy am I glad we found Fielding Heckendorf, our local demolition and fully certified pyrotechnician! He was wonderful to work with and very safety conscious.

### **Burro Days**

As you know, the 72<sup>nd</sup> Burro Days is right around the corner, July 23-25, 2021. We are gearing up for a full schedule of activities throughout the weekend. On Friday, we will start serving beer and wine across from the band tent on 5<sup>th</sup> St. at 5pm and continue through to the end of the concert. We have a fun high energy blues band, *The Outliers*, playing from 6pm – 9pm and our food vendors will be open for business.

Saturday, the art, craft and food vendors will open at 9:30am. Weigh-in for the Llama Rama race (one llama and a team of runners in funny costumes) will begin at 8am with the race starting at 10am. They are running a modified two-mile race this year along the river and the entire course can be seen from Front Street while looking down at the Beach area. Following the Llama Rama, there will be a free Llama Lunacy for small children to lead llamas through a simple obstacle course. New this year, Rocky Mountain Rural Health is having a Llama Rally that will start in front of the Silver Scoop Creamery and finish at the Hand Hotel. Adults can join the fun by making a donation to team up with a llama and race it through obstacles set up on Front Street. Rocky Mountain Rural Health is generously donating all the proceeds to the Town of Fairplay for our Burro Buster 5k scholarship fund.

In Alma, the 44<sup>th</sup> Kid's Pack Dog Race will be starting at 10am. This is a fun run for kids 12 and under. It is sponsored by High Paw Pet Supplies, DogWorks Creative K9 Fitness and the Kaplan Family. Carol Davis founded this race along with Al Baumgartner in 1976. She has coordinated every single race since its inception, but this will be her last year. At the age of 82 she feels it is time to retire from dog racing! Marcia McMahon from DogWorks has been shadowing her and will be taking over as the coordinator after this year. I will be attending the race to present Carol with flowers and a formal "thank you." Just a side note, the Town did present Carol and Al with beautiful plaques on the 40<sup>th</sup> anniversary of the dog race in 2016. Also at 10am, there will be goat yoga on the Old Courthouse lawn taught by Wendy Snapp.

Starting at 2pm there will be an Equine Talent Show at the Park County Fairgrounds. This event is being organized by Julia Anderson for the Middle Way Horse Sanctuary. After the vendors close down at 4pm we will present another concert in the tent on 5<sup>th</sup> Street from 4pm – 6pm with Todd Johnson and the Breaking Blues Band out of Summit County. Our beer and wine tent will be open from 11am – 6pm fully staffed with volunteers.

Sunday will begin with a pancake breakfast at the high school from 7am – 10am, Cowboy Church on the lawn at 9am and the 72<sup>nd</sup> World Championship Pack Burro Race! We are excited to present Hallie Denman, who will sing the National Anthem before the start of the race. The long course runners will start at 10:15am and the short course runners will start at 10:30am. We never really know if the course will be altered due to snow until we lay it out but typically the long course will be 29+ miles and the short course will be 15 miles. Currently we have 49 burro teams registered for the race. I expect we will

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settle in between 85 and 100. Ralph Herzog, our race director of more than 30 years is also handing off the baton to the Human Potential Running Series owner, John Lacroix this year. John is extremely familiar with the terrain in our area and very knowledgeable about race directing. He is honored to be volunteering his time to the Town as the new Race Director for the World Championship Pack Burro Race. He started training with Ralph last year and will continue into this year's race and beyond. I'm working on a little something to honor Ralph before the race begins.

Following the burro race start will be the Burro Days parade at 11:30am. Line up is 10:45am. We are looking forward to a great parade as always!

In addition to all the vendors throughout the weekend the kids adventure zone area will be up and running with inflatable rides, there will be live music with many talented musicians at the Gazebo, free gold panning with the Gold Prospectors of Colorado, a 4H petting zoo and gunfights with not only the Reynolds Gang but this year the Park County Regulators will also be attending Burro Days to help with crowd control for the start of the burro race on Sunday. We may see a few skits performed as well!

How could there be more, right? Well, the Fairplay Gem, Mineral and Jewelry Show will be going on Thursday through Sunday during Burro Days too. 25-30 vendors will be set up at the River Park Event Site from 9am – 5pm daily. They decided to give this time slot a go as they usually come in June. Most of the vendors will arrive on Monday next week and enjoy the River Park Event Site for camping and patronize our local restaurants, bars and shops while they are here.

There are a few activities that we are not having during Burro Days this year. The Rocky Mountain Llama Association decided to cancel the Pack Llama race (one llama and one runner) because they could not get enough volunteers to put on the event. They are hopeful that next year the race will return. We also decided that due to the small area inside the historic jailhouse and the short amount of time to prepare, we would not present the Burro Days Museum this year. It will return next year as we are always getting more historic items to preserve and showcase in the museum and the burro racers are anxious to talk with more of the community about racing again. Unfortunately, I did have to cancel this year's Outhouse Race. We had no entries as of July 9<sup>th</sup> and the deadline for registration was June 25<sup>th</sup>. I gave it as long as I could before we would have had to order t-shirts, awards, etc. The Outhouse Race will return in 2022. Finally, Rocky Mountain Rural Health made the decision to cancel the annual Barn Dance at the American Legion due to the lingering COVID concerns as did the Bayou Salado Rendezvous committee. Both have expressed their desire to return next year.

I know many will miss some of these activities during Burro Days but gosh, there is still so much going on for our community and visitors to enjoy that weekend!

### **Hazel Miller Concert**

Finally, Hazel Miller and the Collective will be returning to Fairplay for our August concert on the 27<sup>th</sup>! She is very excited to be coming back and can't wait for her personal bowl of peaches and ice cream! Plans for this event are still evolving and will be announced as more is known. Hazel's concert will be a great way to close out our 2021 summer events!

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## MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Public Works Director

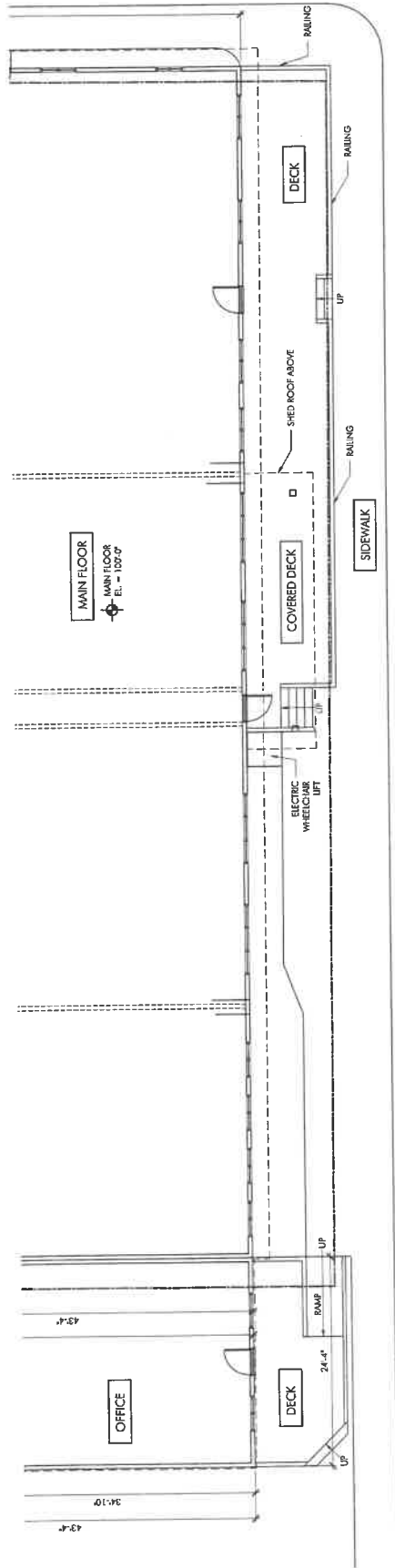
RE: Worksession: 501 Main Street Façade

DATE: July 15, 2021

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Staff has been working with Mr. Will Crago of Equilibrium Architecture to come up with a design for the 501 Main Street Façade. Much of the conversation has been related to keeping a historical feel as the intersection of 5<sup>th</sup> and Main has been discussed prior as one of the gateways for our community. Additionally, staff and Mr. Crago has found the access to the building off of Main Street to be an important topic.

Mr. Crago has prepared bird's eye view options to show various methods by which the access to the building off of Main Street could be achieved in a manner conducive with ADA Standards as well as an elevation level view showcasing the façade. Staff is looking for the Board to provide direction for staff and Mr. Crago regarding the type of building access desired as well as commentary on façade design.



ELECTRIC LIFT OPTION

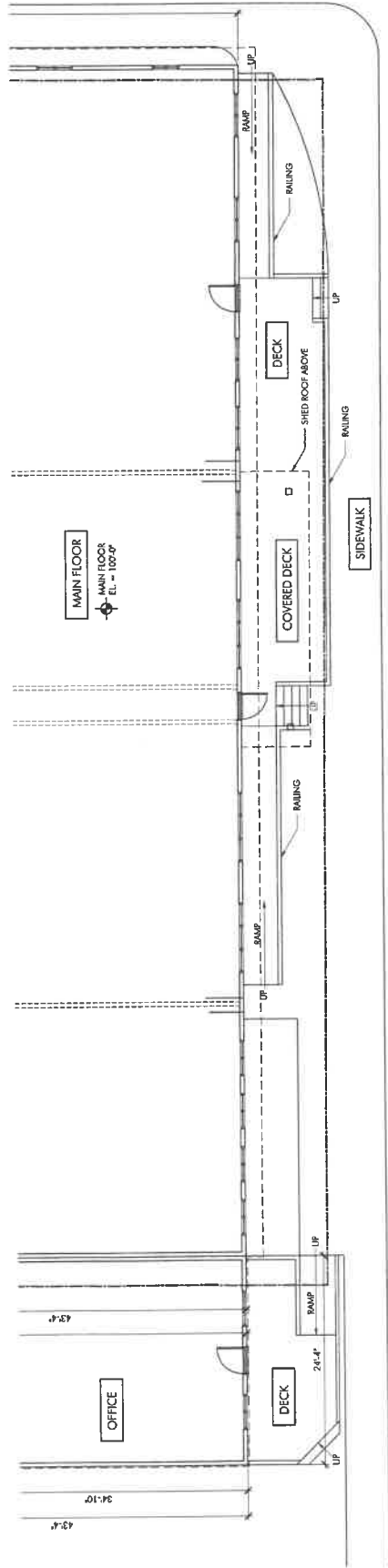
MAIN STREET



PROPOSED MAIN FLOOR PLAN

SCALE 1/8" = 1'-0"

1  
A201



SPLIT RAMP OPTION

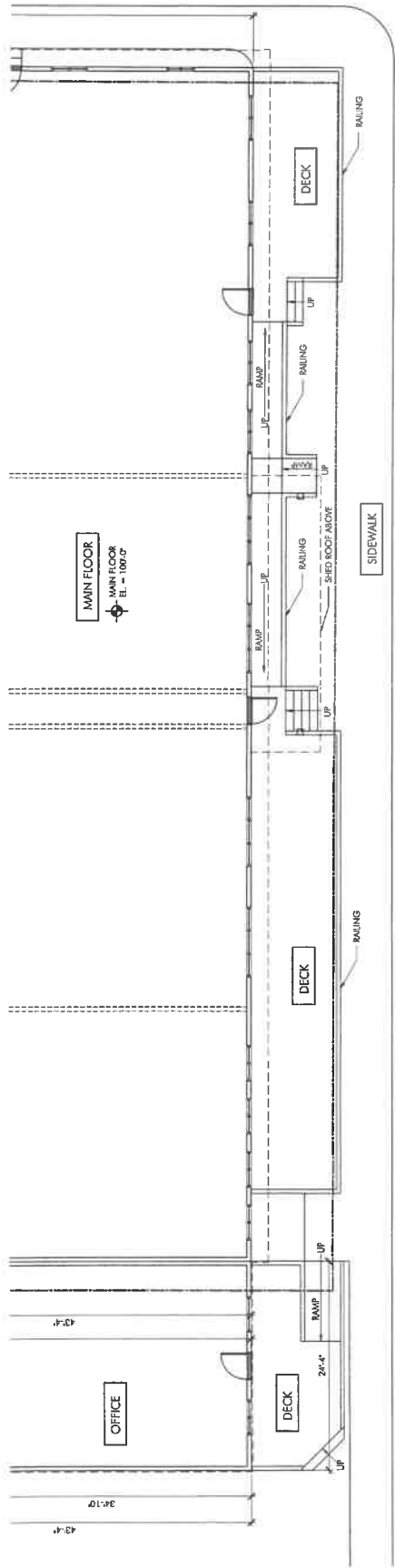
MAIN STREET



PROPOSED MAIN FLOOR PLAN

1  
AZ01

SCALE 1/8" = 1'-0"



MAIN STREET

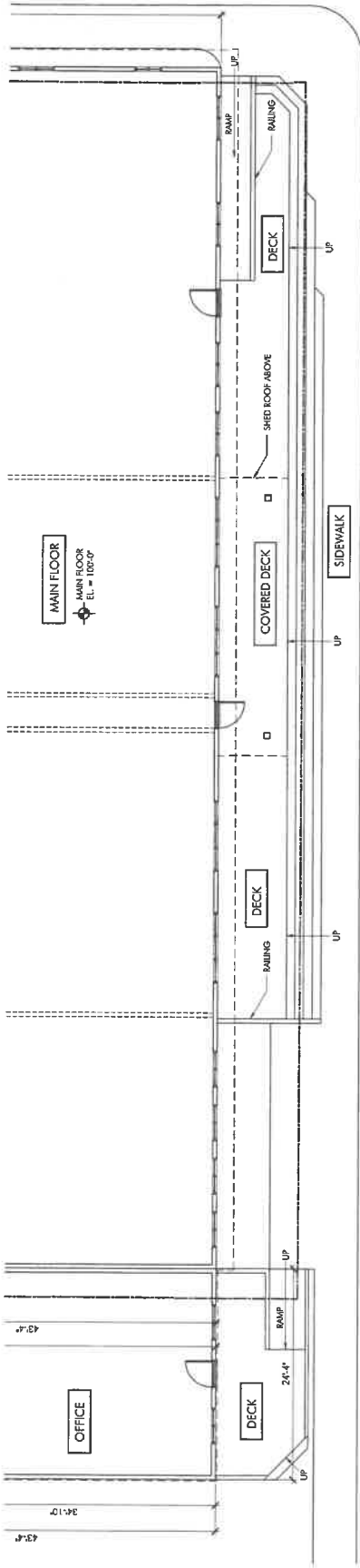
SHARED RAMP OPTION



PROPOSED MAIN FLOOR PLAN

1  
A201

SCALE: 1/8" = 1'-0"



SINGLE RAMP OPTION

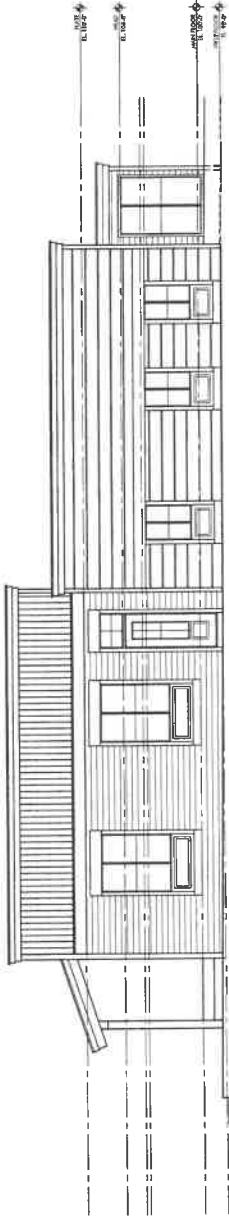
MAIN STREET



1 PROPOSED MAIN FLOOR PLAN

SCALE: 1/8" = 1'-0"

A201

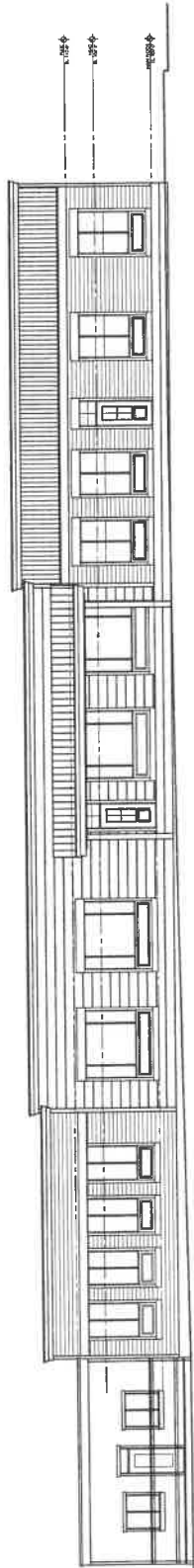


2 PROPOSED NORTHWEST ELEVATION

SCALE: 1/8" = 1'-0"

2  
A401





1  
A401  
PROPOSED NORTHEAST ELEVATION  
SCALE: 1/8" = 1'-0"



