



**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, November 6, 2023, at 6:00 P.M in the
Fairplay Town Hall Board Room, 901 Main Street, Fairplay, CO**

[Click here to join the meeting](#)

(Meeting ID: 228 173 247 332 / Passcode: gmXu2N)

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **APPROVAL OF AGENDA**
- V. **CONSENT AGENDA** *(This item is intended to streamline the Board Meeting grouping routine, non-controversial business. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. **APPROVAL OF MINUTES OF REGULAR MEETING** – August 7, 2023 Regular Meeting.
 - B. **APPROVAL OF EXPENDITURES** – Paid bills for all Town funds from October 13, 2023 through October November 2, 2023 in the amount of **\$93,358.05**.
- VI. **CITIZEN COMMENTS** *(This item allows for the public to sign up to address the Board on matters that are not on the agenda)*
- VII. **PROCLAMATIONS, PRESENTATION AND UPDATES**
 - A. **Update from American Civil Constructors and Yeh Associates regarding CDOT US285 Widening and CO9 Intersection Improvements Project.**
- VIII. **PUBLIC HEARINGS**
 - A. Should the Board of Trustees, acting as the Local Licensing Authority, approve an application from Family Dollar Stores of Colorado, LLC for a new Retail Fermented Malt Beverage and Wine Liquor License for Family Dollar Store #30395 located at 1010 Castello Avenue. *The Board will consider approving an application for a new liquor license at 1010 Castello.*
 - B. **INITIAL HEARING** – 2023FY Amended Budget and 2024FY Proposed Budget for all Funds of the Town of Fairplay, Colorado. *The Board will conduct the 1st of 3 Public Hearings on the 2023 Amended Budget and the 2024 Proposed Budget.*
- IX. **NEW BUSINESS** *(This item includes new ideas, proposals, activities or topics for informational or action purposes)*
 - A. **FIRST READING** – Resolution No. 31, Series of 2023, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN ENERGY AND MINERAL IMPACT ASSISTANCE FUND GRANT AGREEMENT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF \$199,850 FOR THE FAIRPLAY WTP CARTRIDGE FILTRATION SYSTEM PROJECT EIAF-09529.** *The Board will consider approving the acceptance of a Grant to fund improvements at the Town’s Water Treatment Plant Upgrade Project.*
 - B. **FIRST READING** – Resolution No. 32, Series of 2023, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HARDESTY ENGINEERING & MAPPING, LLC FOR BIDDING AND CONSTRUCTION OBSERVATION SERVICES FOR THE TOWN OF FAIRPLAY – WATER TREATMENT PLANT UPGRADE PROJECT.** *The Board will consider approving an agreement for bidding, construction observations, documentation and closeout services for the Town’s Water Treatment Plant Upgrade Project.*
 - C. **FIRST READING** – Resolution No. 33, Series of 2023, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONSTRUCTION CONTRACT WITH VELOCITY CONSTRUCTORS, INC. FOR THE TOWN OF FAIRPLAY – WATER TREATMENT PLANT UPGRADE PROJECT.** *The Board will consider approving a construction contract for the Town’s Water Treatment Plant Upgrade Project.*
- X. **STAFF AND BOARD OF TRUSTEE REPORTS**
- XI. **ADJOURNMENT**
- XII. **WORK SESSION REGARDING TOWN OF FAIRPLAY BUDGET REGARDING THE GENERAL FUND, STAFFING LEVELS AND EMPLOYEE BENEFITS AND PAY.**

Upcoming Meetings/Important Dates

ELECTION DAY
Veterans’ Day – TOWN OFFICES CLOSED
Board of Trustees Regular Meeting

Tuesday, November 7, 2023
Friday, November 10, 2023
Monday, November 20, 2023

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
August 7, 2023**

CALL TO ORDER

A Regular Meeting of the Board of Trustees for the Town of Fairplay was called to order by Mayor Frank Just on Monday, July 17, 2023, at 6:00 p.m. in the Board Room located in the Fairplay Town Hall at 901 Main Street, having previously been posted in accordance with Colorado Open Meetings law.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Just proceeded with the pledge of allegiance, followed by the roll call, which was answered by Mayor Frank Just, Mayor Pro Tem Dodge, and Trustees Ray Douglas, Josh Voorhis and Pete Lynn.

Staff in attendance were Town Administrator / Town Clerk Janell Sciacca, Public Works Director Donovan Graham, Operator in Responsible Charge (ORC) Marty Deline, Building Official Kyle Parag, and Town Planner Scot Hunn (online).

APPROVAL OF AGENDA

Motion #1 by Mayor Pro Tem Dodge, seconded by Trustee Douglas, that the agenda be adopted as written. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye. Motion carried unanimously.

CONSENT AGENDA

- A. APPROVAL OF EXPENDITURES** – Paid bills for all Town funds from July 14, 2023 through August 2, 2023 in the amount of **\$88,609.41**.

Motion #2 by Trustee Lynn, seconded by Trustee Voorhis, that the consent agenda be approved with the expenditures as stated. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. The motion carried unanimously.

CITIZEN COMMENTS

Brion Trahan, 435 Front Street, spoke regarding motorcycles driving up and down the Town streets recklessly performing stunts and tricks and loudly disturbing the peace and creating dangerous situations. He felt that Officers were lenient not issuing tickets and putting the community in danger. He asked for help from the Town in addressing the matter.

NEW BUSINESS

- A. FIRST READING** – Resolution No. 23, Series of 2023, entitled **“A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING JENNIFER DANNER AS TOWN TREASURER.”**

Town Administrator Sciacca presented an overview of the Staff Report reminding that former Treasurer Wittbrodt submitted her resignation and moved out of the area. The Town interviewed applicants and unanimously selected Jennifer “Jennie” Danner to be appointed as the new Town Treasurer. Sciacca recommended the Board approve Resolution No. 23 to formally appoint Danner to the position.

Motion #3 by Trustee Voorhis, seconded by Trustee Douglas, to approve Resolution No. 23, Series of 2023, as presented appointing Jennifer Danner as Town Treasurer. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. The motion carried unanimously.

Sciacca administered Danner’s Oath and she took her seat at the Staff table. Danner expressed her appreciation for the honor and excitement about the opportunity. The Board welcomed her.

B. FIRST READING – Resolution No. 24, Series of 2023, entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND GREG LEICHTMAN FOR THE 318 BEAVER CREEK LANE WALKWAY PROJECT.”

Town Administrator Sciacca presented an overview of the Staff Report. She reported that Special Projects Coordinator Alex Wagner was taking over processing the PIIP and ESTIP applications and worked with the applicant who was in attendance. She advised that approximately \$18,000 was left in the PIIP line and Staff was recommending approval as presented. Mayor Just reminded that former Town Attorney Lee Phillips introduced this program and stated it had allowed the Town to provide many home and business owners funding for improvements. He invited the applicant to speak. Leichtman stated he thought about replacing the walkway for several years and kept seeing the PIIP announcements in the Town’s newsletters, so he decided to apply. He stated he wanted to get started before the weather turned cold. Just thanked Leichtman for submitting an application and asked that he pass on his experience to others to let them know there are no strings attached to the funding.

Motion #4 by Trustee Douglas, seconded by Trustee Lynn, to approve Resolution No. 24, Series of 2023, approving a Property Improvement Incentive Program (PIIP) agreement between the Town and Greg Leichtman for the 318 Beaver Creed Lane Walkway Project as presented. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. The motion carried unanimously.

PUBLIC HEARINGS

A. CONTINUED FROM JULY 17, 2023 – Consideration of a Special Use Permit application from South Park Community Garden to allow for a Community Garden and Greenhouse in the Town Center (TC) Zoning District for the property located at 600 Front Street and legally described as Lot 1 and NW 23 FT of Lot 2, Block 7, T09 R77 S33 SE4, Fairplay.”

Mayor Just introduced the Public Hearing at 6:22 p.m. providing an opening statement. He gave an overview of the format and jurisdiction as well as the procedure to be followed. There were no objections to the jurisdiction or procedure.

Town Planner Scot Hunn presented the Staff Report reviewing the criteria from the Code that Staff used to make its findings and the Board must also consider. He then reviewed the Special Use Permit Application procedures and the eight (8) factors to be considered in determining whether or not to grant the permit as well as the specific Community Garden/Greenhouse supplemental standards providing Staff’s responses for each. Hunn then reviewed the suggested conditions of approval and requested the addition of a 7th condition regarding the applicant providing details regarding the screening of restrooms. Mayor Just inquired as to the removal of the water and propane tanks existing on-site, parking of vehicles, and a water tap connection. He also questioned whether or not there was a survey for the property to ensure the proposed fence and any other improvements were contained on the property. Sciacca replied that would survey would be required at the Building Permit stage but could be an added condition. Hunn reported that the other items noted would also be added as conditions: 8. Requiring the removal of the propane and water tanks; and 9. Requiring a traffic plan. Further discussion ensued regarding the potential for improvements to be built on Town property and it was agreed to also add condition 10. That a survey was required for all improvements. Hunn then reminded that if the Board voted to approve the application, Section 16-16-30 of the Code required a resolution to be brought back for approval to ratify

the decision and conditions of that approval. Just then stated his preference that any time there was an application of this nature or a Building Permit, the Town require a survey. He then opened the floor for the applicant to speak. Keith and Vivian Pershing were in attendance. Mayor Just inquired if they understood where the Town was at with the application, and they stated they did.

Just opened the floor to comments in support of the application and South Park Community Garden member Kimberly Gregory read the narrative from the application. Gabriel Knight, 1290 Trout Creek Rd, who lived in Fairplay since he was 14, stated he was always interested in horticulture and plants but never found that education or opportunity locally in the past and urged the Board to approve the application so for the kids in the Town to have the opportunity he did not. Amanda Salasin, 610 Front Street, stated she lived next to the proposed garden site, was happy the site had been cleaned up, and was excited for the project stating she was also interested in sustainability and gardening herself. Just then opened the floor to comments opposing the application. Being none, he closed the floor to public comment and moved the Board to deliberation. Mayor Pro Tem Dodge felt the use would be an awesome addition being in Town Center and he felt the property was perfect for a garden and was happy to see the use being proposed.

Motion #5 by Mayor Pro Tem Dodge, seconded by Trustee Lynn, to approve the Special Use Permit request for South Park Community Garden with the following conditions:

1. This Special Use Permit shall not run with the land; all approvals shall run with the non-profit use of the Applicant.
2. The application and Special Use Permit shall be updated to include hours of operation which shall become conditions of approval.
3. No exterior lighting is approved for this Special Use Permit. Any lighting proposed – exterior or interior – in the future shall be reviewed and approved by the Town as an amendment to this Special Use Permit.
4. All signage shall comply with the Town of Fairplay sign regulations.
5. The application and Special Use Permit shall be updated to detail where refuse will be stored, how it will be stored, that it will be bear-proof, and how the property will be serviced by refuse removal services.
6. Any structures proposed on the property in association with this Special Use Permit and which 1). are proposed as permanent structures, and 2). require a building permit, shall conform and comply with the applicable standards of the Town Center Overlay District Design Standards.
7. Applicant shall provide adequate details for the provision of and screening of restroom facilities.
8. The water and propane tanks shown in the proposed site plan shall be removed.
9. Applicant shall provide a traffic circulation plan showing the direction of traffic flows and indicating entries and exits of parking lots and the relationships of parking to buildings entrances and exits if any.
10. A property survey is required for the installation of all site improvements.

A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn- aye. Motion carried unanimously.

Town Administrator Sciacca reminded that the Town code requires the approval to be formalized by adoption of a Resolution and that document would be presented to the Board at their next meeting on August 21, 2023.

OTHER BUSINESS

A. Discussion regarding a request from the Meat Cleaver Wild Game Butcher to use the parking lot at 401 Main for accepting wild game for transport to Denver for processing.

Mayor Just introduced the topic stating the owner of the Meat Cleaver was inquiring about setting up a receiving facility at the 4th & Main parking lot similar to other mobile businesses that had been allowed to set up there. He advised the Meat Cleaver was hoping to receive animals during the first season, and only for this fall as a trial run. Just advised that the unit used for receiving was completely self-contained, did not need water or electricity, and would simply be accepting animals and storing them in their locker for transport back to Denver for processing. He advised that if approved, a Revocable Use Agreement would be brought back to the Board for approval to formalize the temporary use. Trustee Douglas felt it could work out really well. Trustee Dodge questioned if the use was appropriate for the lot on Main Street and suggested the Board look at another location. After additional discussion, the Board agreed to allow for the use at the Town’s parking lot on Platte Drive and a Revocable Use Agreement would be brought back to the Board on August 21.

BOARD OF TRUSTEE AND STAFF REPORTS

Building Official Kyle Parag directed the Board to the permit report in the packet and stated that building permits had been fairly slow. Parag reported that Charles Abbott and Northwest Fire Protection District were still working to approve an agreement for fire inspections. Sciacca advised that Parag was doing inspections on a case-by-case basis. Trustee Dodge stated that the permit numbers for the year were impressive and Parag replied the majority of them were for the Habitat project.

Mayor Just inquired if certifications on the Habitat water lines were done and wanted to make sure no chlorine tablets were left in the lines. Operator in Charge Marty Deline replied that was done last fall and the lines were flushed with high and low chlorine tests being sent to the lab. Just wanted to make sure the lines were disinfected before any Certificates of Occupancy were issued and Deline said additional tests would be done again before the fall.

Public Works Director Graham noted that the leak at Bogue and 6th was located, it was believed the valve was the issue but there was a hollow space in the apron on Bogue so it would be dug up just to be sure. Rocks & Walls ordered the valve. Just inquired if a program to exercise valves was in place. Graham replied there was a program in place to exercise ¼ of them every year.

Treasurer Danner advised that former Treasurer Wittbrodt submitted her final paid bills report with the current packet, and that she would be learning as fast as possible to get up to speed, was attending multiple trainings and would be gearing up for budget.

Town Administrator Sciacca reported that she and Special Projects Coordinator Wagner were working on Code Enforcement matters and would be using the nuisance notification and abatement process that was provided by the Town Attorney to deal with multiple matters. Notices were also being put on vehicles that were parking in/on the street. Sciacca also reported that the trash at Hathaway and 5th was the result of a squatter matter and the property owner was working through the Court process for eviction, the Town provided the County with a quote from PMS out of Salida for repairs needed on Platte, the Intergovernmental Meeting was coming up on August 22, the final TGIFairplay Concert would be held Saturday, August 26, Cohen Park basketball court was finally sealed and the hoop would go in soon, and Deron Dirksen of SGM was doing the engineered drawings for the Hathaway water line replacement and the related construction contract would be coming to the Board at the next meeting. She also reported

that Julie Bullock would provide her Burro Days recap report at the next meeting but wanted everyone to know 50% of the booths for 2024 were already sold.

Trustee Douglas stated he had a lot of fun at Burro Days and there were a lot of cars in Town.

Mayor Pro Tem Dodge agreed with Trustee Douglas and there was plenty of candy this year. He also reported the Town was represented at the Nate Carrigan Golf Tournament held the prior weekend and Fairplay sponsored hole #2. It was a great event and raised a lot of money for that cause.

Trustee Voorhis stated that the light timing at US285 and CO9 had changed, and vehicles were having to sit longer in the shopping center parking lot. He had seen tempers flaring and he suggested CDOT change the timing on the weekends.

Mayor Just read an email into the record asserting that Prunes the Burro could not have lived to be 63. He felt it was a joke and did call his cousin who has been raising burros for over 50 years. His cousin said she had one burro live to be 56. He felt it was not an appropriate email to write and the Town did not intend to change the history. He then reported that the Flume had been taken over by a corporate entity out of New Year and his only hope was that it being one of the oldest papers in the State of Colorado they treat it with the respect it deserves.

Mayor Pro Tem Dodge then added that the new Cemetery sign looked awesome, and the entire Board agreed.

At 7:27 p.m., Mayor Just announced that the Town Board would be moving into Executive Session and requested everyone who was not participating leave the room. There was a brief recess while the room was cleared.

EXECUTIVE SESSION Pursuant to C.R.S. Section 24-6-402(4)(f) for the purpose of determining positions relative to matters that may be subject to negotiation, developing a strategy for negotiations, and/or instructing negotiators and/or for the purpose of personnel matters under C.R.S. Section 24-6-402(4)(f) regarding the Police Department.

Just announced the topic and statute authorizing the Executive Session and stated that He, Mayor Pro Tem Dodge, Trustees Douglas, Voorhis and Lynn, Town Administrator Sciacca, Officer Flannery and Sgt. Grover would be the participants.

Motion #6 by Mayor Pro Tem Dodge, seconded by Trustee Douglas, to adjourn to Executive Session Pursuant to C.R.S. Section 24-6-402(4)(f) for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators and/or for the purpose of personnel matters under C.R.S. Section 24-6-402(4)(f) regarding the Police Department. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye, Lynn - aye. The motion carried unanimously.

At 8:45 p.m. Mayor Just announced that the Executive Session had been concluded and the participants were he, Mayor Pro Tem Dodge, Trustees Douglas, Voorhis and Lynn, Town Administrator Sciacca, Officer Flannery and Sgt. Grover. He announced for the record that if any person who participated in the Executive Session believed that any substantial discussion of any matters not included in the motion to go into Executive Session occurred during the Executive Session, or that any improper action occurred during

the Executive Session in violation of the Open Meetings Law, that person state their concerns for their record.

ADJOURNMENT

Hearing no concerns, and there being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 8:46 p.m.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

UNOFFICIAL



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Jennie Danner, Treasurer

RE: Paid Bills/Financial Statements

DATE: November 2nd, 2023

Attached is the list of the invoices paid between October 13th, 2023, and November 2nd, 2023. Total Expenditures: \$93,358.05. Upon motion to approve the consent agenda, the expenditures will be approved. Please note \$14,000 was paid to Colorado Custom Built for window replacement at Town Hall and \$11,222.50 was paid to Direct Discharge Consulting for sewer jetting.

Recent activities: Continue to meet with staff for budget updates, payroll training, EIAF contract overview meeting, job marketing meeting with employers council, issued first letters for late utility bills

Report Criteria:
 Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
11/01/2023	19684	Barco Municipal Products, I	posts for signage	1	10/24/2023	2,442.76	105670
Total 147:						2,442.76	
10/24/2023	19665	Caselle, Inc	Software Support	1	09/01/2023	874.80	105060
10/24/2023	19665		Software Support	2	09/01/2023	583.20	517206
10/24/2023	19665		Software Support	1	10/01/2023	583.20	517206
10/24/2023	19665		Software Support	2	10/01/2023	874.80	105060
Total 334:						2,916.00	
10/24/2023	19668	Crimestar	Annual Support Fee	1	10/24/2023	350.00	105465
Total 628:						350.00	
10/24/2023	19670	Ferrellgas	1800 beaver creek road	1	10/24/2023	676.98	517495
10/24/2023	19670		propane-501 main	1	10/24/2023	12.00	105195
Total 916:						688.98	
11/01/2023	19698	Newman Traffic Signs	no sleeping in vehicle signs	1	09/19/2023	188.58	105670
10/24/2023	19674		no u turn signs	1	10/11/2023	84.77	105670
Total 1492:						273.35	
11/01/2023	19704	Utility Notification Center	RTL Transmissions	1	10/31/2023	41.28	517455
11/01/2023	19704		RTL Transmissions	1	10/31/2023	42.57	517650
Total 2194:						83.85	
11/01/2023	19705	Verizon Wireless	jet pack	1	11/01/2023	40.01	105130
11/01/2023	19705		new phones/monthly charg	2	11/01/2023	501.10	105065
11/01/2023	19705		cell Phone - public works	3	11/01/2023	40.80	105645
11/01/2023	19705		cell Phone-PD	4	11/01/2023	416.30	105455
11/01/2023	19705		cell Phone-Transportation	5	11/01/2023	17.40	105250
Total 2212:						1,015.61	
10/24/2023	19677	Xcel Energy	945 quarry rd	1	10/13/2023	16.96	517490
11/01/2023	19708		901 Main St	1	10/19/2023	163.35	105023
11/01/2023	19708		fairplay sign	1	10/19/2023	14.64	105640
11/01/2023	19708		117 silverheels rd blg conc	1	10/19/2023	12.68	105841
11/01/2023	19708		1800 beaver creek water	1	10/19/2023	803.16	517495
11/01/2023	19708		747 bogue st	1	10/19/2023	16.67	105841
11/01/2023	19708		chlorinator	1	10/19/2023	15.65	517470
11/01/2023	19708		town sign	1	10/19/2023	32.15	105640
11/01/2023	19708		1190 castello	1	10/24/2023	80.02	105650
11/01/2023	19708		200 2nd st	2	10/24/2023	95.82	517470
11/01/2023	19708		157 6th St	3	10/24/2023	74.07	105640
11/01/2023	19708		156 5th	4	10/24/2023	12.68	105640
11/01/2023	19708		589 platte dr	5	10/24/2023	18.60	105841
11/01/2023	19708		419 front st	6	10/24/2023	13.16	105640
11/01/2023	19708		sanitation plant	1	10/24/2023	3,471.14	517680

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2296:						4,840.75	
10/24/2023	19667	Colorado Dept. of Labor &	unemployment insurance	1	10/01/2023	18.91	105012
Total 2331:						18.91	
11/01/2023	19703	South Park Ace & Lumber	curb painting supplies	1	11/01/2023	790.99	105670
11/01/2023	19703		smoke detector batteries	2	11/01/2023	15.99	517214
11/01/2023	19703		town hall door fix supplies	3	11/01/2023	7.59	105025
11/01/2023	19703		batteries and bits for drills	4	11/01/2023	285.73	105630
Total 2405:						1,100.30	
11/01/2023	19695	Laser Graphics	Business Cards	1	10/30/2023	96.00	105445
11/01/2023	19695		Business Cards	2	10/30/2023	68.00	105110
Total 2437:						164.00	
10/24/2023	19664	CARD SERVICES	Office Supplies	1	10/24/2023	436.39	105030
10/24/2023	19664		education	2	10/24/2023	430.00	105015
10/24/2023	19664		postage	3	10/24/2023	15.03	105035
10/24/2023	19664		adobe acrobat pro product	4	10/24/2023	859.93	105060
10/24/2023	19664		adobe acrobat for events	5	10/24/2023	287.88	105170
10/24/2023	19664		CML	6	10/24/2023	98.45	105110
10/24/2023	19664		inmotion hosting	7	10/24/2023	45.88	105130
10/24/2023	19664		postage	8	10/24/2023	13.35	105150
10/24/2023	19664		Office Supplies	9	10/24/2023	100.69	105445
10/24/2023	19664		testing equipment	10	10/24/2023	1,034.27	105450
10/24/2023	19664		indeed	11	10/24/2023	255.00	105480
10/24/2023	19664		power steering pump	12	10/24/2023	1,547.34	105625
10/24/2023	19664		supplies	13	10/24/2023	2.25	105630
10/24/2023	19664		CDL physical	14	10/24/2023	80.00	105635
10/24/2023	19664		air filter for WW air blower	15	10/24/2023	257.22	517655
10/24/2023	19664		lunch meeting	16	10/24/2023	42.33	517210
Total 2503:						5,506.01	
11/01/2023	19688	CenturyLink	acct 719-836-4609 502B	1	10/19/2023	71.10	517470
Total 2614:						71.10	
11/01/2023	19707	Wittbrodt, Kim	contract accounting suppor	1	11/01/2023	700.00	105070
11/01/2023	19707		contract accounting suppor	2	11/01/2023	700.00	517450
Total 2655:						1,400.00	
11/01/2023	19696	Mobile Record Shredders	record shredding	1	11/01/2023	13.20	105030
Total 2793:						13.20	
11/01/2023	19686	Bullock, Julie	mileage to WPBA	1	11/01/2023	83.38	105070
11/01/2023	19686		cell phone reimburse	1	11/01/2023	25.00	517226
11/01/2023	19686		cell phone reimburse	2	11/01/2023	25.00	105645
Total 2812:						133.38	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
11/01/2023	19697	Mountain Peak Controls, In	blower VFD and switch inst	1	10/21/2023	6,006.49	517655
11/01/2023	19697		blower 2 troubleshooting	1	10/27/2023	270.00	517655
Total 2861:						6,276.49	
10/24/2023	19676	SGM	general engineering	1	10/24/2023	384.13	105105
10/24/2023	19676		general engineering	1	10/23/2023	225.00	105105
10/24/2023	19676		general engineering	1	10/23/2023	90.00	105105
10/24/2023	19676		general engineering	1	10/23/2023	135.00	105105
10/24/2023	19676		general engineering	1	10/23/2023	45.00	105105
10/24/2023	19676		burro park	1	10/23/2023	3,842.00	207375
10/24/2023	19676		hathaway st water main	1	10/23/2023	7,441.14	517432
10/24/2023	19676		general engineering	1	10/23/2023	90.00	105105
Total 3272:						12,252.27	
11/01/2023	19692	Ernst, Sarah	cell phone reimburse	1	11/01/2023	50.00	105065
Total 3313:						50.00	
10/24/2023	19669	Direct Discharge Consultin	sewer jetting	1	09/28/2023	11,222.50	517660
Total 3355:						11,222.50	
11/02/2023	19709	Warm Springs Consulting	contract watersystem overs	1	11/01/2023	4,500.00	517417
11/02/2023	19709		contract wastewater operat	1	11/01/2023	5,000.00	517627
Total 3463:						9,500.00	
11/01/2023	19683	Bannister, Chris	cell phone reimburse	1	11/01/2023	25.00	517226
11/01/2023	19683		cell phone reimburse	2	11/01/2023	25.00	105645
Total 3464:						50.00	
11/01/2023	19693	Graham, Donovan	cell phone reimburse	1	11/01/2023	25.00	105645
11/01/2023	19693		cell phone reimburse	2	11/01/2023	25.00	517226
Total 3519:						50.00	
11/01/2023	19699	Output Services, Inc.	race bibs	1	07/03/2023	120.56	105171
11/01/2023	19699		race bibs	1	11/01/2023	135.36	105162
Total 3565:						255.92	
10/24/2023	19675	Phoenix Technology Group	admin IT	1	10/01/2023	811.40	105060
10/24/2023	19675		pd IT	2	10/01/2023	811.40	105465
10/24/2023	19675		utili ies IT	3	10/01/2023	405.70	517206
10/24/2023	19675		pw IT	4	10/01/2023	405.70	105645
11/01/2023	19701		pw IT	1	11/01/2023	405.70	105645
11/01/2023	19701		utili ies IT	2	11/01/2023	405.70	517206
11/01/2023	19701		pd IT	3	11/01/2023	811.40	105465
11/01/2023	19701		admin IT	4	11/01/2023	811.40	105060
Total 3580:						4,868.40	
11/01/2023	19702	Sciacca, Janell	cell phone reimburse	1	11/01/2023	50.00	105065

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3583:						50.00	
11/01/2023	19706	Wilson Williams LLP	General Counsel	1	10/31/2023	1,133.00	105057
Total 3586:						1,133.00	
10/24/2023	19673	MissionSquare Retirement	retirement plan fee	1	10/17/2023	250.00	106130
Total 3587:						250.00	
11/01/2023	19694	Kleinschmidt, Sean	cell phone reimburse	1	11/01/2023	25.00	517226
11/01/2023	19694		cell phone reimburse	2	11/01/2023	25.00	105645
Total 3590:						50.00	
11/01/2023	19700	Patrick Kelley	alarm monitoring- final bill	1	10/19/2023	120.00	105023
Total 3615:						120.00	
11/01/2023	19689	Charles Abbott Associates,	building official services	1	05/31/2023	6,681.20	105058
10/24/2023	19666		building official services	1	10/21/2023	45.50	105058
Total 3655:						6,726.70	
10/24/2023	19671	Konica Minolta Premier Fin	copier	1	10/21/2023	202.27	105032
Total 3700:						202.27	
11/01/2023	19691	Danner, Jennie	cell phone reimbursement	1	11/01/2023	50.00	105065
Total 3753:						50.00	
10/24/2023	19672	Mark Wallick	officer recruiting expense	1	10/01/2023	2,000.00	105480
Total 3760:						2,000.00	
11/01/2023	19690	Colorado Custom Built LLC	window replacement projec	1	10/30/2023	14,000.00	105025
Total 3768:						14,000.00	
11/01/2023	19687	Central Mountain Pest Con	pest management	1	10/16/2023	519.50	517260
Total 3769:						519.50	
11/01/2023	19685	Body By Too Sweet LLC	2020 Chev Tahoe repair	1	11/01/2023	2,712.80	105420
Total 3770:						2,712.80	
Grand Totals:						93,358.05	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
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Report Criteria:

Detail report type printed

Rec'd 10/30 9:30AM
8

REQUEST TO SPEAK TO THE BOARD OF TRUSTEES

This form is to be completed for citizens who wish to address the Board on an item that is not on the agenda. Please submit this form to the Town Clerk before the meeting is called to order.

Typically, requests will be addressed for a maximum of 15 minutes near the start of the meeting, on a first-come, first-served basis. At the option of the Mayor, additional requests in excess of the 15-minute limit may be addressed at the end of the agenda, after the regular business of the Board meeting is concluded, depending on time.

NAME: Pete Werner
ADDRESS: P.O. Box 327
TELEPHONE NUMBER: 970-389-7419
SUBJECT: Police

Rules of Procedure for Citizen's Request to Speak

1. Comments are STRICTLY limited to five minutes each.
2. Neither the Board nor Staff will necessarily take any position, action or commitment regarding any topic that is not on the agenda. Items will be referred to the appropriate Trustee or Town staff member.
3. Comments should be limited to those pertinent to the subject listed above.
4. Emotional outbursts and/or abusive language or manner is prohibited. Comments are to be addressed to the Board ONLY, and personal attacks will not be tolerated.

Pete Werner
Signature

Special accommodation or assistance requires 7 days advance notice.

**MAYOR'S OPENING STATEMENT
FAMILY DOLLAR STORE LIQUOR LICENSE**

MAYOR JUST:

I will now open the public hearing on the application of Family Dollar Stores, LLC for a new Fermented Malt Beverage and Wine Retail Liquor License at 1010 Castello Avenue in Fairplay, Colorado.

The Fairplay Board of Trustees, acting as the local liquor licensing authority, has jurisdiction to conduct this public hearing under the Colorado Liquor and Beer Codes found at Title 44, Article 3 and 4 of the Colorado Revised Statutes and also under the provisions of the Town's Code. Notice of this hearing has been given as required by C.R.S. Section 44-3-311, and the publisher's affidavit and the posted notices included in the packet are hereby made part of the record of this proceeding.

The purpose of this hearing is to consider whether a new Tavern liquor license should be issued to the applicant. In considering that matter the Board will address the criteria set forth in C.R.S. § 44-3-311 and particularly the reasonable requirements of the neighborhood for the type of license for which application has been made and the desires of the adult inhabitants of the neighborhood.

The procedure to be followed in this case will be as follows:

1. The applicant, or the applicant's legal counsel, may give an opening statement.
2. Following the opening statement, if any, the applicant and any other persons supporting the application may present any evidence supporting issuance of the license.
3. At the conclusion of the applicant's case, any persons opposing the issuance of the license and any other persons entitled to be heard may present evidence.
4. The applicant may then present any rebuttal evidence.

All witnesses may be cross-examined by any party, counsel for any party, or the members of the Authority.

Are there any objections to the jurisdiction of the Liquor Authority or to the form or substance of these proceedings?

Hearing none, the applicant will now present his/her/their case.



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator/Clerk

RE: Public Hearings Item A – Application from Family Dollar Stores, LLC for new Ferment Malt Beverage and Wine Off-Premise Liquor License Family Dollar Store #30395 at 1010 Castello

DATE: November 6, 2023

OVERVIEW & ANALYSIS:

On May 30, 2023, the Town Clerk's Office received a Colorado Beer and Wine License Application for a new Fermented Malt Beverage and Wine Retail Off-Premise License Application for Family Dollar Store #30395 located at 1010 Castello. The application was complete when received with the exception of any petition proving the needs and desires of the neighborhood. The Town form was sent to the Decisions Consulting representative assigned to the case for handling.

Because the request is for the granting of a new license, State liquor law mandates that the Local Licensing Authority conduct a Public Hearing on the request. The Public Hearing may not be held less than 30 days after receipt of the application and not less than 10 days after publication of notice in a local newspaper as well as posting of a physical notice on the subject property. The site was posted two times prior for hearings that were canceled by the applicant's representative. The first hearing the applicant's representative could not appear. The 2nd hearing was canceled when it was discovered the wrong box on the form had been checked for the wrong license. Upon receipt of the corrected application form, the on-site posting was corrected on Friday, October 20, and an updated notice appeared in the October 27, 2023 edition of The Flume newspaper. Both are evidenced by the Affidavit of Posting and Affidavit of Publication incorporated as attachments to this Staff Report.

The applicant is a limited liability corporation that holds multiple licenses across the State of Colorado. As such, the applicant has a Master File at the State level which precludes them from having to be fingerprinted for every license. The file is only updated at the State level and the local authority does not have to conduct any background investigation because it has already been done by the State of Colorado.

When a new license is applied for, the applicant must also submit proof of the needs and desires of the neighborhood and their support of the granting of the license. In small communities such as Fairplay, the neighborhood is the entire Town limits, and residents, business owners and managers are the only parties eligible to sign the petition. Neither State law nor the Town code sets a minimum number of signatures that must be obtained and it is up to the Board to decide if the signatures presented represent a sufficient number to support the granting of the application. For this application, the applicant has not submitted any

signatures. The representative from Decisions Consulting provided the form to the store manager who signed the affidavit in the packet, but no actual petition with signatures was able to be found. Again, there is no minimum or maximum number of signatures required so it is up to the Board to make a determination on the needs and desires of the community.

The application is otherwise complete, applicable fees have been paid and the file was submitted to the State of Colorado for concurrent review. Decisions Consulting has also submitted the attached letter requesting approval.

Recommended Motion:

Staff is recommending the Board move to approve the application from Family Dollar Stores, LLC for a new Fermented Malt Beverage and Wine Off-Premise Retail Liquor License for Family Dollar Store #30395 located at 1010 Castello.

Attachments:

- Flume Proof
- Posting Affidavit
- Retail License Application
- Decisions Consulting Letter

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING ON LIQUOR LICENSE APPLICATION**

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Board of Trustees of the Town of Fairplay, Colorado, in the Council Chambers of the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on Monday, November 6, 2023, beginning at 6:00 p.m. or approximately thereafter. This hearing is on an application for a new RETAIL FERMENTED BEVERAGE AND WINE LIQUOR LICENSE for the Family Dollar Store located at 1010 Castello Avenue, Fairplay, Colorado and as submitted by Family Dollar Stores of Colorado, LLC. The following information is provided:

APPLICATION CLASS:

Retail Fermented Malt Beverage and Wine Liquor License

LOCATION:

1010 Castello Avenue, Fairplay, Colorado

DATE OF APPLICATION:

May 5, 2023

DATE AND TIME OF HEARING:

Monday, November 6, 2023 at 6:00 PM

APPLICANT:

Family Dollar Stores of Colorado, LLC

500 Volvo Pkwy

Chesapeake, VA 23320-1604

All interested parties are encouraged to attend. Further information can be obtained at the Clerk's Office, 901 Main Street, Fairplay, CO, or by calling (719) 836-2622.

For the Board of Trustees of the

Town of Fairplay, Colorado

Janell Sciacca

Town Clerk

As per Section 44-3-311 C.R.S., Public notice - posting and publication, this notice is posted by sign in a conspicuous place on the premises for which this application has been made on or before Friday, October 27, 2023, and published in The Fairplay Flume on Friday, October 27, 2023.

Published in the Park County Republican and Fairplay Flume on October 27, 2023

AFFIDAVIT

Regarding the Required Posting of Property:

HEARING ON: Beer & Wine Off Premise Liquor License

Property Address: 1010 Castello Avenue, Fairplay, CO 80440

I, Janell Sciacca, Town Clerk, do hereby certify that I have posted the property located as stated above, with the required public notice for:

Public Hearing before the Fairplay Board of Trustees on November 6 2023



Date of Posting: October 20, 2023

Date of Affidavit: October 20, 2023

Janell Sciacca, Town Clerk

Colorado Beer and Wine License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises, and Fermented Malt Beverage and Wine Retailer.

<input checked="" type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership			
<p>• All answers must be printed in black ink or typewritten</p> <p>• Applicant must check the appropriate box(es)</p> <p>• Local license fee \$ _____ \$1003.75</p> <p>• Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor</p>			
<p>1. Applicant is applying as a/an</p> <p> <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) </p> <p> <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other </p>			
<p>2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation</p> <p style="text-align: center;">Family Dollar Stores of Colorado, LLC</p>			<p>FEIN</p>
<p>2a. Trade Name of Establishment (DBA)</p> <p style="text-align: center;">Family Dollar #30395</p>		<p>State Sales Tax No.</p> <p style="text-align: center;">0867335-0148</p>	<p>Business Telephone</p>
<p>3. Address of Premises (specify exact location of premises)</p> <p style="text-align: center;">1010 Castello Ave.</p>			
<p>City</p> <p style="text-align: center;">Fairplay</p>	<p>County</p> <p style="text-align: center;">Park</p>	<p>State</p> <p style="text-align: center;">CO</p>	<p>ZIP Code</p> <p style="text-align: center;">80440</p>
<p>4. Mailing Address (Number and Street)</p> <p style="text-align: center;">500 Volvo Parkway (8th Floor)</p>		<p>City or Town</p> <p style="text-align: center;">Chesapeake</p>	<p>State</p> <p style="text-align: center;">VA</p>
<p>5. Email Address</p> <p style="text-align: center;">ab-licensing@dollartree.com; bkole@decisions-consulting.com</p>			<p>Home Phone Number</p>
<p>6. If the premises currently has a liquor or beer license, you MUST answer the following questions</p>			
<p>Present Trade Name of Establishment (DBA)</p> <p style="text-align: center;">N/A</p>	<p>Present State License No.</p> <p style="text-align: center;">N/A</p>	<p>Present Class of License</p> <p style="text-align: center;">N/A</p>	<p>Present Expiration Date</p> <p style="text-align: center;">N/A</p>
<p>Section A Nonrefundable Application Fees</p>		<p>Section B Fermented Malt Beverage License Fees</p>	
<input type="checkbox"/> Application Fee for New License \$1,100.00	<input checked="" type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,200.00	<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City) \$96.25	<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County) \$117.50
<input type="checkbox"/> Application Fee for Transfer \$1,100.00		<input checked="" type="checkbox"/> Retail Fermented Malt Beverage and Wine (City) \$96.25	<input type="checkbox"/> Retail Fermented Malt Beverage and Wine (County) \$117.50
		<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25	<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50
		<input checked="" type="checkbox"/> Master File Location Fee \$25.00 x <u>1</u> Total _____	
		<input type="checkbox"/> Master File Background \$250.00 x _____ Total _____	
<p>Questions? Visit SBG.Colorado.gov/Liquor for more information</p> <p>Do Not Write In This Space - For Department Of Revenue Use Only</p>			
<p>Liability Information</p>			
<p>License Account Number</p>	<p>Liability Date:</p>	<p>License Issued Through: (Expiration Date)</p>	<p>Total</p> <p>\$</p>

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: SBG.Colorado.gov/Liquor for more information.

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
I.	Applicant Information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Submit originals to local authority <input type="checkbox"/> E. Additional information required by the local licensing authority
II.	Diagram of the Premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Bold/Outlined licensed premises
III.	Proof of Property Possession (One Year Needed) <input checked="" type="checkbox"/> A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant ONLY (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease
IV.	Background Information (DR 8404-I) and Financial Documents <input type="checkbox"/> A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: (844) 539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: (720) 292-2722 Toll Free: (833) 224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans.
V.	Sole Proprietor/Husband and Wife Partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State Issued Driver's License or Identification Card for each Applicant
VI.	Corporate Applicant Information (If Applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership Applicant Information (If Applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company Applicant Information (If Applicable) <input checked="" type="checkbox"/> A. Copy of Articles of Organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input checked="" type="checkbox"/> D. Certificate of Authorization if foreign LLC (out of state applicants only)

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes	No		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(b) had an alcohol beverage license suspended or revoked?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
(c) had interest in another entity that had an alcohol beverage license suspended or revoked?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet				
9. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
10. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
11. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
12. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 13.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
(a) The FMB On/Off is located in a county with a population of > 35,000.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
(b) The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Note - The population is determined from the recently available United States Census Bureau.				
13. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
14. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:				
Landlord	Tenant	Expires		
1010 COSTELLO, LLC	Family Dollar Stores of Colorado, LLC	6/30/23		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 13.				
<input type="checkbox"/> <input checked="" type="checkbox"/>				
c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
15. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest
NONE				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest
NONE				
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
16. Name of Manager(s) for all on premises applicants.				
Last Name	First Name	Date of Birth		
NA	NA			
17. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
<input type="checkbox"/> <input checked="" type="checkbox"/>				

DR 8403 (02/28/23)

18. Tax Information.	Yes	No
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

19. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name	Home Address, City & State	Date of Birth	Position	% Owned
Family Dollar, Inc.	500 Volvo Pkwy, Chesapeake, VA	N/A	Stockholder	100
Peter Barnett	329 Cavalier Dr., Virginia Beach, VA	██████	President	0
Roger Dean	2904 Ryan Ct., Virginia Beach, VA	██████	VP/Treasure	0
Harry Spencer	509 Woodards Ford Rd., Chesapeake, VA	██████	Asst. Sec.	0

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
 ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title Harry Spencer, Assistant Secretary	Date 05/26/2023
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority <i>May 30, 2023</i>	Date of local authority hearing - for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S. <i>11/16/23</i>
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Each person required to file DR 8404-I has been:

Fingerprinted *N/A Master File At Staff*

Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

Date of inspection or Anticipated Date *Upon Approval*

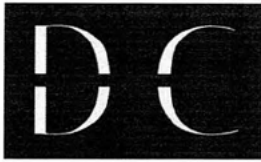
Upon approval of state licensing authority

New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for		Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Printed Name	Title	Date
Signature (attest)	Printed Name	Title	Date



DECISIONS CONSULTING LLC
1100 Circle 75 Parkway SE
Suite 210 Atlanta, GA 30339
Licensing Director: (678) 660-5121
licensing@decisions-consulting.com

October 30, 2023

Town of Fairplay Board of Trustees
Town of Fairplay, CO
901 Main Street
Fairplay, CO 80440

Re: Family Dollar #30395 Application(s) to sell beer and wine for off-premises consumption only ("Application(s)")

Dear Honorable Members of the Town of Fairplay Board of Trustees:

This firm represents Family Dollar Stores, LLC and its subsidiaries including Family Dollar Stores of Colorado, LLC, and we nationally handle licensing matters for all Family Dollar locations and related entities (collectively "Family Dollar").

This letter is being submitted for consideration in support of our pending applications for a license for the retail sale of beer and wine for off-premise consumption only at the Fairplay Store located at 1010 Castello Avenue, Fairplay, CO, 80440. As the license is being considered at the November 6, 2023 Board of Trustee's meeting, this information is being provided in support of Family Dollar's Application.

Family Dollar is a family-oriented store that provides a wide range of food and other retail items to its' customers. Family Dollar locations that sell alcohol do not sell "discounted alcohol" and the beer and wine our customers have the option of purchasing for off-premises consumption is equivalent in price and quality to what one would find at any local grocery store. For additional information, please see the enclosed advertisement which provides you with a sampling of the wide range of products that Family Dollar offers to its' customers. Also, I wanted to provide some additional information relating to how serious Family Dollar takes its obligation to be a responsible seller, complying with all applicable statutes, ordinances, rules, and regulations.

First, in addition to any requirements imposed by the State or Local jurisdiction, Family Dollar has a vigorous internal training and auditing program to ensure strict compliance and zero tolerance for violations. These internal procedures include, but are not limited to, training on the following:

(a) Minimum age requirements and how those requirements apply. This includes the mandatory **use of hand-held scanners to verify birthdates** are within the range required to make the purchase.

Town of Fairplay, CO
October 30, 2023
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(b) How to recognize and differentiate between authentic forms of identification, typically a driver's license, and counterfeit identifications.

(c) How to confirm the person presenting the identification is the person on the identification card.

(d) Sales Associates' rights to refuse to sell any alcoholic beverage to a person who appears to be intoxicated and how to communicate that refusal respectfully.

(e) Understanding the role and personal liability to guarantee compliance with all applicable rules and regulations with emphasis on Family Dollar's zero tolerance policy is strictly enforced.

(f) How to cooperate with Law Enforcement as a partner to ensure compliance with the law.

With specific attention to the City of Fairplay's local alcohol ordinances, Family Dollar will also train all associates on the local rules and regulations pertaining to off-premises selling including, but not limited to, (1) the duty to maintain a copy of the local ordinances on the premises; (2) duty to secure inventory when not legal to sale; (3) the limited hours for legal sales and any no sales days; (4) duty to maintain the premises and allow zero loitering or drinking in the parking lots, which is absolutely prohibited by Family Dollar, and (5) the duty to confirm proper legal identification and age (as noted above, Family Dollar uses handheld scanners as well). In sum, and as complimentary to other small business in the area, Family Dollar simply wishes to provide a safe, family-oriented option to those families who wish to purchase beer and wine for consumption with their meals at home, just like many other grocery stores.

In addition, Family Dollar uses internal auditing programs and proprietary software to assess abnormal activities which detect, deter, and prohibit any violations of rules and regulations. Further, Family Dollar locations licensed to sell off-premises are all equipped with surveillance cameras that monitor the cash registers, front doors, receiving, and stockroom areas. All licensed stores always include at least one dedicated camera focused on beer and wine locations within the store. Based on these vigorous internal compliance matters and a culture of zero tolerance, Family Dollar is proud to say that from 2019 to 2022, the percentage of licensed locations cited for alcohol sales violations nationally averaged ***less than one and a half percent (1.5%) per year*** of all licensed locations. During that period, the highest percentage of cited licensed locations as less than two and a half percent (2.5%).

In conclusion, Family Dollar greatly appreciates the opportunity to conduct business in the State of Colorado and, specifically, in the Town of Fairplay. Family

Town of Fairplay, CO
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Dollar respectfully requests that you approve the resolution to allow beer and wine sales for off-premises consumption only at the Fairplay Store.

Please do not hesitate to email me tjackson@decisions-consulting.com or give me a call at if you have any questions or want to discuss further.

Sincerely,

Decisions Consulting, LLC

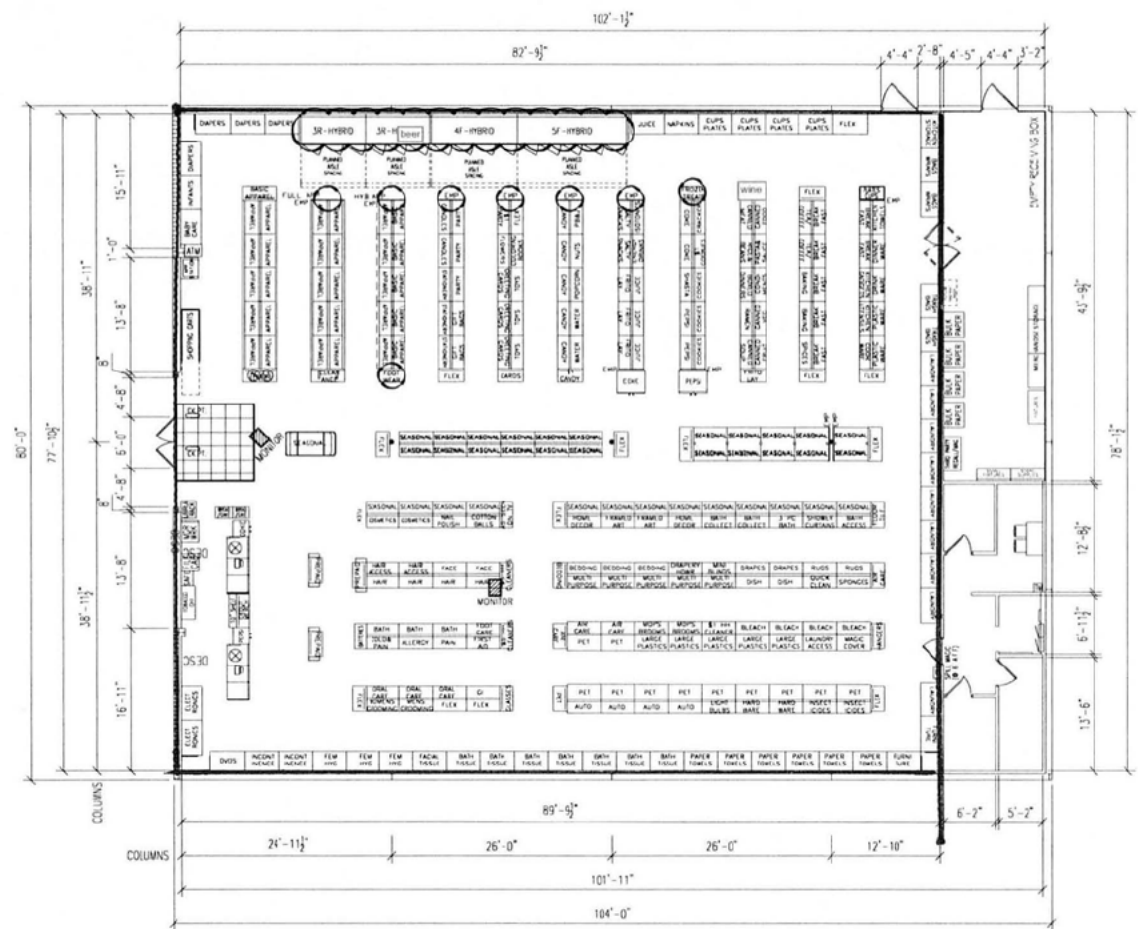
/s/ Tommy Jackson

Tommy Jackson, Consultant
tjackson@decisions-consulting.com

Enclosure (as stated)

cc: Ms. Janell Sciacca, Town Administrator/Clerk (jsciacca@fairplayco.us)

TRANSITIONING 7 BASIC POWER PANELS TO FASHION POWER PANELS



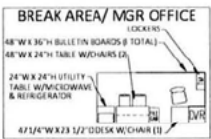
POWER PANEL LIST	
PP (01)	PARTY - GIFT BAGS
PP (02)	PARTY - GIFT BAGS
PP (03)	PEIS-ACCESSORIES
PP (04)	BELTS & WALLETS
PP (06)	LITTLE TREE AIR FRESHENER
PP (07)	BODY SPRAY
PP (08)	TOYS
PP (09)	SPECIALTY BATH
PP (10)	PUZZLE BOOKS
PP (12)	LIP CARE
PP (13)	WORK GLOVES
PP (14)	SEWING NOTIONS
PP (15)	SHOE CARE
PP (16)	BEAUTY CARE
PP (17)	INCENSE
PP (18)	PLACEMATS
PP (19)	REEL SHADE
PP (20)	BATTERIES
FPP (1-7)	FASHION
PS (1-8)	SEASONAL

- E/C PROJECT NOTES:**
- REPLACED FREEZERS AND COOLERS
 - REMOVED (1) 4' EC AND (2) 5' EC'S TO ACCOMMODATE NEW PLANNED AISLE SPACING.
 - REPLACED A 5' EC OF FOOTWEAR WITH A 4' REDUCED TO 3' EC OF FOOTWEAR.
 - REPLACED A 5' EC OF FLEX WITH A 5' EC OF FROZEN TREATS.
 - ELECTRICAL RELOCATED/ADDED.
 - SEE REVISION CLOUDS ON PLANS.

PM: FLEX APPAREL SECTIONS IN BETWEEN CATEGORIES

NOTE-SELECT STORES WILL RECEIVE PROPANE & EXTERIOR ICE.

COOLERS ARE 4" OFF THE WALL DUE TO ELECTRICAL REQUIREMENTS



KNIT WALL @ 5'-4" AFF CLASS TO 7'-4" ABOVE KNEE WALL

STORE NUMBER	PROJECT NUMBER	LOCATION	FORMAT	START DATE	TOTAL INTERIOR SQ FT	SALES SQ FT	USABLE STOCK SQ FT	EXTERIOR SQ FT	AA HAIR CARE	AA	HISPANIC	CEILING HEIGHT	AGS	RISK CLASS	SECTION COUNT	DRAWN BY	PROJECT MANAGER	DATE	FAMILY DOLLAR	600 VOLVO PKWY CHESAPEAKE, VA 23320	CONFIDENTIAL - FAMILY DOLLAR USE ONLY	PLEASE CHECK THE FLOORPLAN KIT FOR ANY FLOW RECEIVED AFTER THE LATEST DATE ON THE LAYOUTS. THIS SHOULD BE APPLIED TO MERCHANDISE PLAN.	SENIOR PROJECT SUPERVISOR	ANY QUESTIONS CONCERNING FIXTURES AND/OR ADJACENCIES PLEASE EMAIL: FMS@FAMILYDOLLAR.COM	REVISIONS	DRAWN BY - DESCRIPTION - DATE
FC PROJ 10395 30395	XXXXXX	FAIRPLAY, CO	- CR4	X/X/2019	7,958	7,062	526	SEE BASE CAD	TBD	VERY LOW	LOW	X'-X"	16	0	XXX XX EC	R.BENTZ	N/A	9/20/2019	FAMILY DOLLAR							



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator/Clerk
Jennie Danner, Town Treasurer

RE: PUBLIC HEARING ITEM B – Initial Public Hearing on FY2023 Amended Budget and FY2024 Proposed Budget

DATE: November 6, 2023

Overview:

November 6, 2023 is the first of three (3) Public Hearings to be conducted regarding the adoption of an Amended Budget for FY2023 and the Budget for FY2024. There will be two (2) additional Public Hearings to review the budget and accept public input. Those will take place on November 20, 2023 and December 4, 2023. The Town Board is scheduled to take final action of both budgets at the December 4, 2023 meeting.

Updates to the Budget will continue to occur up until the last minute based upon Board and Staff discussions and any community input. In between meetings, Staff will continue to review all the numbers and then present an updated document detailing year-to-date expenses, the new proposed amended figures for 2023, and updated proposed figures for 2024 for review and further discussion, and to obtain additional direction from the Board.

As above mentioned, the final adoption is scheduled to take place on December 4, 2023, which will also be the last meeting of the Board for 2023.

Staff is happy to answer any questions the Board may have.

Recommendation:

Staff recommends the Board open the Public Hearing on the 2023 Amended Budget and 2024 Proposed Budget, accept public input, and continue the Public Hearing to November 20, 2023 by motion, second, and a roll call vote.

GENERAL FUND BUDGET						
Account #	Account Description	2022 Audited Final	2023 Budgeted	2023 Actual to date through 11/02/23	2023 Amended	2024 Budgeted
GENERAL FUND - REVENUE	BEGINNING FUND BALANCE	\$ 2,056,902	\$ 2,927,241	\$ 3,101,294	\$ 3,101,294	\$ 3,358,721
	TAXES					
10-40-05	AD VALOREM TAX (Current Taxes)	234,253	236,805	232,608	236,805	323,535
10-40-10	SPEC. OWNERSHIP TAX (SO Taxes)	28,860	25,000	22,788	26,561	27,000
10-40-30	INTEREST ON PROPERTY TAX (Interest)	737	500	611	726	600
10-40-40	DELINQUENT TAXES	300	-	-	-	-
10-40-55	50% SHAREBACK OF R&B LEVY	8,125	8,000	6,696	8,500	9,000
10-40-60	MOTOR VEHICLE REGISTRATION (Dis Lic Fees)	4,199	4,000	3,050	3,883	4,000
10-40-70	SALES TAX	1,566,501	1,569,457	1,284,480	1,423,705	1,350,000
10-40-75	SALES TAX - STREETS	522,167	523,152	428,160	474,388	450,000
10-40-80	HIGHWAY USER'S TAX	37,564	36,468	28,203	33,722	37,500
10-40-85	SEVERANCE TAX	11,678	500	13,919	13,919	500
10-40-86	MINERAL LEASE REVENUE	581	500	1,201	1,201	500
10-40-90	CIGARETTE TAX	3,434	2,000	3,002	3,400	2,500
10-40-96	LODGING TAX	52,596	60,000	37,493	60,000	60,000
	TOTAL	\$ 2,470,995	\$ 2,466,382	\$ 2,062,211	\$ 2,286,810	\$ 2,265,135
	LICENSES					
10-41-10	LIQUOR LICENSES	5,783	5,000	4,055	4,500	4,000
10-41-30	DOG LICENSES	98	100	130	130	200
10-41-32	LIVESTOCK PERMIT	75	75	25	25	50
10-41-34	COMMERCIAL FLY FISHING PERMIT	450	450	750	750	750
10-41-39	PLAN REVIEW FEE			9,407	10,500	10,500
10-41-40	*BUILDING PERMITS	14,567	10,000	29,190	30,000	30,000
10-41-41	* SURCHARGE: STREETS 5%	968	796	1,457	1,500	1,500
10-41-42	* SURCHARGE: PARKS & REC 5%	968	796	1,457	1,500	1,500
10-41-45	EZ BUILDINGS PERMITS	-	-	375	525	500
10-41-50	FRANCHISE TAX (Xcel 3% Fee) (CNG 5%)	74,719	65,000	63,124	75,000	70,000
10-41-60	GOLD PANNING PERMITS/DONATIONS	8,350	8,000	6,320	6,400	6,000
10-41-70	BUSINESS LICENSES	7,100	3,000	6,175	6,200	6,000
10-41-74	SHORT TERM RENTAL PERMIT	4,500	6,000	4,500	4,500	6,000
10-41-80	SIGN PERMITS	762	300	-	-	-
*10-41-90	* EXCAVATION PERMITS	539	600	-	-	-
*10-41-92	* MECHANICAL PERMIT/ELECTRICAL	983	100	-	-	-
*10-41-94	* STREET CUT	500	1,000	-	-	-
*10-41-96	* FENCE PERMIT	290	320	-	-	-
10-41-97	SPECIAL EVENTS PERMIT	1,780	1,300	1,210	1,500	1,500
*10-41-98	* RESIDE/REROOF PERMIT	3,900	3,000	-	-	-
	TOTAL	\$ 126,330	\$ 105,837	\$ 128,175	\$ 143,030	\$ 138,500
	FEES					
10-42-75	PLANNING & DEVELOPMENT FEES	2,575	3,000	2,010	2,010	3,000
10-42-80	PLASTIC BAG FEES		-	3,304	5,000	6,000
10-42-90	COPIES & FAXES	231	200	52	75	75
	TOTAL	\$ 2,806	\$ 3,200	\$ 5,366	\$ 7,085	\$ 9,075
	TRANSPORTATION					
10-43-05	RIDERSHIP REVENUE	-	-	-	-	-
10-43-10	GRANT REVENUE					100,120
10-43-90	MISCELLANEOUS REVENUE	-	-	-	-	-
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 100,120
	LAW ENFORCEMENT					
10-45-05	TRAFFIC FINES	7,630	12,000	7,225	7,525	9,000
10-45-10	SURCHARGE: POLICE TRAINING (\$15.00)	1,432	1,500	1,425	2,850	1,500
10-45-15	COURT COSTS \$31.00	310	310	434	434	400
10-45-20	DEFAULT/OJW FEES \$30.00	-	-	-	-	-
10-45-30	OTHER FINES	100	500	260	310	400
10-45-80	VIN INSPECTIONS	3,619	3,000	2,180	2,180	-
10-45-90	MISCELLANEOUS	11,267	1,000	719	719	1,000
10-45-95	GRANTS	30,960	-	-	-	-
	TOTAL	\$ 55,318	\$ 18,310	\$ 12,243	\$ 14,018	\$ 12,300
	INTEREST					
10-46-05	INTEREST ON COLOTRUST	37,599	60,000	115,853	158,000	140,000
10-46-30	INTEREST ON CHECKING	381	400	261	342	350
	TOTAL	\$ 37,980	\$ 60,400	\$ 116,113	\$ 158,342	\$ 140,350

Account #	Account Description	2022 Audited Final	2023 Budgeted	2023 Actual to date through 11/02/23	2023 Amended	2024 Budgeted
	EVENTS					
10-47-39	4TH OF JULY	5,697	8,000	7,006	7,006	7,000
10-47-50	TGIFAIRPLAY CONCERTS	16,636	25,000	14,696	14,696	15,000
10-47-52	REAL COLORADO CHRISTMAS		500	-	500	500
10-47-56	BURRO DAYS	55,601	60,000	73,093	73,093	70,000
10-47-59	BURRO DAYS RETAIL SALES	2,284	10,000	1,095	1,200	2,000
10-47-65	MARDI GRAS	6,200	300	10,360	10,360	15,000
10-47-90	MISCELLANEOUS REVENUE-EVENTS		2,500	-	-	-
	TOTAL	\$ 86,418	\$ 106,300	\$ 106,250	\$ 106,855	\$ 109,500
	MISCELLANEOUS					
10-47-00	MISCELLANEOUS INCOME	15,109	10,000	53,895	60,000	10,000
10-47-10	CEMETERY	408	300	300	300	300
10-47-38	TOWN CLEAN UP DONATIONS	135	-	600	600	500
10-47-49	STREET LIGHTS	10,930	10,800	8,093	10,800	10,800
10-47-62	501 MAIN - RENT & UTILITY	1,513	1,500	1,170	1,500	1,500
10-47-75	COMMERCIAL FISHING FEES	7,321	6,000	-	6,000	6,000
10-47-81	GRANT - COHEN PARK PLAYGROUND	92,739	-	-	-	-
10-47-82	CAMPING PERMITS/FACILITY USE	500	600	740	800	700
10-47-83	GRANT - FEDERAL		197,812	-	-	-
10-47-86	GRANT - 501 MAIN STREET		-	-	-	-
10-47-88	GRANT - RIVER PARK		750,000	-	-	750,000
10-47-91	TOWN HALL RENT REVENUE	12,397	12,397		12,397	12,397
	TOTAL	\$ 141,052	\$ 989,409	\$ 64,799	\$ 92,397	\$ 792,197
	TOTAL GENERAL FUND REVENUE	\$ 2,920,898	\$ 3,749,838	\$ 2,495,156	\$ 2,808,538	\$ 3,567,177
	TOTAL AVAILABLE RESOURCES	\$ 4,977,800	\$ 6,677,079	\$ 5,596,450	\$ 5,909,832	\$ 6,925,898

Account #	Account Description	2022 Audited Final	2023 Budgeted	2023 Actual to date through 11/02/23	2023 Amended	2024 Budgeted
GENERAL FUND - EXPENSES						
ADMINISTRATION						
10-50-02	401A EMPLOYER MATCH	3,798	7,138	5,703	7,160	7,806
10-50-05	SALARIES	127,777	237,915	191,883	238,675	260,196
10-50-10	EMPLOYEE HEALTH & WELLNESS	-	7,000	-	3,500	\$ 7,000
10-50-11	SS/MEDICARE EXPENSE	10,103	18,338	15,160	18,401	22,350
10-50-12	UNEMPLOYMENT EXPENSE	260	479	433	481	529
10-50-13	EMPLOYEE HEALTH INSURANCE	33,760	50,084	32,545	37,475	29,702
10-50-14	WORKER'S COMPENSATION	667	592	468	468	789
10-50-15	EDUCATION	1,654	4,000	4,097	5,000	10,000
10-50-16	ADMIN VEHICLE	5,885	6,000	4,846	6,000	6,000
10-50-23	TOWN HALL EXPENSE - UTILITIES	7,252	7,000	6,010	8,000	8,000
10-50-25	TOWN HALL EXPENSE - REPAIR & MAINT	4,817	25,000	52,659	55,000	70,000
10-50-27	TOWN HALL EXPENSE - SUPPLIES	895	1,000	1,131	1,250	1,000
10-50-30	OFFICE SUPPLIES	2,901	4,000	3,807	4,000	4,000
10-50-32	EQUIPMENT RENTAL	4,635	7,100	5,488	7,100	7,100
10-50-35	POSTAGE EXPENSE	1,141	750	159	500	500
10-50-40	BANK/CREDIT CARD FEES	4,081	4,000	3,955	5,462	5,500
10-50-50	ELECTION EXPENSE	-	3,000	-	-	3,000
10-50-55	BOARD OF TRUSTEE SALARY	1,470	1,800	1,440	1,860	4,320
10-50-57	TOWN ATTORNEY LEGAL SERVICES	16,155	30,000	20,095	24,000	30,000
10-50-58	BUILDING OFFICIAL CONTRACT	11,564	20,000	26,518	35,000	26,000
10-50-60	COMPUTER/SOFTWARE/SUPPORT	52,108	40,000	31,227	40,000	40,000
10-50-65	TELEPHONE/INTERNET	11,265	11,000	10,555	12,000	12,000
10-50-70	MISCELLANEOUS EXPENSE	6,016	6,000	9,719	12,500	6,000
10-50-75	CODIFICATION	2,051	3,000	1,864	3,000	20,000
10-50-76	ESTIP AGREEMENT	15,915	40,000	11,063	25,000	25,000
10-50-80	VEHICLE RENTAL PAYMENT TO ISF	-	5,000	-	760	4,560
	TOTAL	\$ 326,168	\$ 540,196	\$ 440,824	\$ 552,592	\$ 611,353
GENERAL FUND - EXPENSES						
COMMUNITY DEVELOPMENT						
10-51-05	PROFESSIONAL FEES	17,692	40,000	12,130	23,000	80,000
10-51-07	PROFESSIONAL FEES-BILL BACKS	-	-	-	-	-
10-51-10	EDUCATION/BENEVOLENCE(Board Members)	6,095	7,500	5,981	10,500	15,000
10-51-20	VISITOR CENTER	4,952	4,000	2,302	4,000	5,000
10-51-30	MARKETING	14,696	15,000	13,925	15,000	15,000
10-51-34	TOWN BEAUTIFICATION	14,524	12,000	11,207	12,000	15,000
10-51-35	TOWN CLEAN UP DAY	7,433	12,000	11,476	11,476	15,000
10-51-40	DUES AND MEMBERSHIPS	625	1,000	1,483	2,000	5,000
10-51-45	WORKFORCE HOUSING	-	75,000	4,360	5,000	100,000
10-51-75	DONATIONS	3500	5,000	4,250	5,250	10,000
10-51-76	EMERGENCY SUPPLIES	-	3,000	-	3,000	-
10-51-80	FAIRPLAY FORWARD PROJECTS	-	10,000	-	-	10,000
10-51-85	PROPERTY IMPROVEMENT INCENTIVE PLAN	3,287	20,000	3,836	7,283	20,000
10-51-86	850 HATHAWAY-BUS BARN	17,958	15,000	9,445	9,445	-
10-51-95	501 MAIN STREET	18,777	20,000	37,589	42,000	25,000
10-51-96	501 MAIN STREET-REMODEL	516	400,000	-	350,000	300,000
	TOTAL	\$ 110,055	\$ 639,500	\$ 117,984	\$ 499,954	\$ 615,000
COMMUNITY DEVELOPMENT/EVENTS						
10-51-50	TGIFAIRPLAY CONCERTS	15,121	29,500	25,647	27,000	25,000
10-51-62	BURRO DAYS	58,322	55,000	56,915	58,000	75,000
10-51-66	MARDI GRAS	9,244	10,000	10,455	10,455	15,000
10-51-70	MISC EVENTS	2,002	5,500	3,254	3,500	5,000
10-51-71	FIREWORKS/4TH OF JULY	17,882	25,000	34,671	35,000	35,000
10-51-74	REAL COLORADO CHRISTMAS	2,826	3,400	13	3,400	3,000
	TOTAL	\$ 105,397	\$ 128,400	\$ 130,955	\$ 137,355	\$ 158,000

Account #	Account Description	2022 Audited Final	2023 Budgeted	2023 Actual to date through 11/02/23	2023 Amended	2024 Budgeted
	TRANSPORTATION					
10-52-05	SALARIES	-	30,000	-	-	60,000
10-52-11	SS/MEDICARE EXPENSE	-	2,295	-	-	5,000
10-52-12	UNEMPLOYMENT EXPENSE	-	60	-	-	120
10-52-14	WORKER'S COMPENSATION	-	1,000	-	-	1,000
10-52-15	DRIVER TRAINING/PHYSICALS	-	900	-	-	2,000
10-52-30	OFFICE SUPPLIES	-	500	-	-	1,000
10-52-35	INSURANCE	-	1,000	1,010	1,010	5,000
10-52-40	OPERATING SUPPLIES	-	500	-	-	1,000
10-52-45	MISCELLANEOUS	-	1,000	100	100	2,500
10-52-50	PHONE	-	600	17	-	1,000
10-52-55	UTILITIES	-	1,200	-	-	1,500
10-52-60	VEHICLE MAINTENANCE	-	5,000	-	-	10,000
10-52-70	FUEL	-	6,000	-	-	10,000
10-52-75	SUMMIT STAGE FUNDING	-	-	-	-	18,000
	TOTAL	\$ -	\$ 50,055	\$ 1,128	\$ 1,110	\$ 118,120
	JUDICIAL					
10-53-02	401A EMPLOYER MATCH	136	144	120	150	159
10-53-05	MUNICIPAL JUDGE SALARY	8,880	9,119	7,349	9,277	10,030
10-53-10	COURT CLERK	4,682	4,806	3,993	5,007	5,287
10-53-11	SS/MEDICARE EXPENSE	1,018	1,065	868	1,093	1,172
10-53-12	UNEMPLOYMENT EXPENSE	26	28	23	29	31
10-53-13	EMPLOYEE HEALTH INSURANCE	1,064	1,097	915	1,098	1,145
10-53-14	WORKER'S COMPENSATION	37	37	37	37	37
10-53-20	COURT ATTORNEY	-	500	-	-	500
10-53-30	EDUCATION	-	500	-	-	500
10-53-40	OPERATING EXPENSE	205	400	154	400	250
10-53-50	DUES AND MEMBERSHIPS	-	136	-	-	50
	TOTAL	\$ 16,049	\$ 17,832	\$ 13,458	\$ 17,091	\$ 19,160
	POLICE DEPARTMENT					
10-54-01	POLICE SALARIES	261,836	293,961	213,024	264,947	543,118
10-54-03	EXTRA DUTY PAY	5,488	-	-	-	-
10-54-04	PART TIME OFFICERS	13,665	15,000	8,500	10,000	20,000
10-54-05	PENSION CONTRIBUTION-FPPA	29,111	37,921	22,020	30,504	73,864
10-54-08	POLICE SALARIES-OVERTIME	16,410	-	17,454	17,454	-
10-54-10	UNIFORMS AND ACCESSORIES	2,540	5,000	-	5,000	8,000
10-54-11	SS/MEDICARE EXPENSE	6,057	5,410	5,159	6,099	9,023
10-54-12	UNEMPLOYMENT EXPENSE	439	618	478	558	1,116
10-54-13	EMPLOYEE HEALTH INSURANCE	83,962	118,564	55,998	68,984	158,029
10-54-14	WORKER'S COMPENSATION	13,623	11,708	12,132	12,132	23,000
10-54-15	FUEL	17,851	15,000	9,700	15,000	25,000
10-54-20	VEHICLE MAINTENANCE	10,993	10,000	11,222	15,000	15,000
10-54-24	PROFESSIONAL TRAINING EXPENSE	2,047	3,500	425	925	5,000
10-54-26	IN-SERVICE TRAINING EXPENSE	-	1,000	-	-	500
10-54-28	VEHICLE RENTAL PYMT TO ISF	24,551	37,611	27,142	33,415	59,561
10-54-30	RADAR & RADIO MAINTENANCE	394	1,000	662	1,000	2,500
10-54-32	AMMUNITION	-	500	-	-	600
10-54-45	OPERATING/OFFICE SUPPLIES	1,657	1,000	603	1,000	1,000
10-54-50	EQUIPMENT	43,508	10,500	3,900	41,665	30,000
10-54-55	TELEPHONE/INTERNET	6,663	7,000	5,157	7,000	8,000
10-54-60	MEMBERSHIPS - DUES	250	500	-	500	600
10-54-65	COMPUTER/SOFTWARE/SUPPORT	14,869	13,000	29,995	32,000	55,000
10-54-75	INVESTIGATIVE SERVICES & SUPPLIES	2,190	3,500	895	2,000	2,500
10-54-78	MISCELLANEOUS	-	-	-	20,000	15,000
10-54-80	OFFICER RECRUITING	325	1,000	6,088	15,000	1,000
10-54-87	LIABILITY INSURANCE	10,436	10,329	10,329	10,329	15,857
10-54-97	PUBLIC RELATIONS	806	1,000	407	1,000	5,000
	TOTAL	\$ 569,671	\$ 604,621	\$ 441,289	\$ 611,513	\$ 1,078,268

Account #	Account Description	2022 Audited Final	2023 Budgeted	2023 Actual to date through 11/02/23	2023 Amended	2024 Budgeted
	<u>PUBLIC WORKS</u>					
10-56-01	SALARIES	161,838	154,762	113,128	140,670	201,198
10-56-02	401A EMPLOYER MATCH	4,678	4,643	3,174	4,220	6,036
10-56-10	SEASONAL	8,775	15,000	-	-	15,000
10-56-11	SS/MEDICARE EXPENSE	12,829	12,936	8,654	10,761	16,539
10-56-12	UNEMPLOYMENT EXPENSE	236	400	145	281	432
10-56-13	EMPLOYEE HEALTH INSURANCE	27,297	41,644	30,296	37,241	57,826
10-56-14	WORKER'S COMPENSATION	5,964	6,820	9,971	9,971	6,248
10-56-15	FUEL	6,287	7,000	4,113	7,000	7,000
10-56-25	REPAIRS & MAINT - EQUIPMENT	7,794	15,000	7,460	15,000	15,000
10-56-30	TOOLS, MAT'LS, & SUPPLIES	4,788	5,000	3,212	5,000	5,000
10-56-35	EDUCATION - TRAINING	150	2,000	382	1,000	2,000
10-56-40	ELECTRIC STREET LIGHTS	12,148	12,000	11,481	13,000	13,000
10-56-45	TELEPHONE/INTERNET	3,001	2,300	6,292	6,500	8,000
10-56-50	MAINTENANCE BUILDING - UTILITY	11,054	9,000	8,909	11,000	11,000
10-56-55	MAPPING	5,778	40,000	33,237	40,000	10,000
10-56-60	VEHICLE/EQUIP RENTAL PYMT TO ISF	49,941	64,826	46,786	62,693	62,885
10-56-70	STREETS - REPAIRS & MAINT	212,219	275,000	233,496	250,000	300,000
	UNIFORMS AND SAFETY EQUIPMENT	-	-	-	-	2,000
10-56-82	TOWN SHOP/OFFICE BUILDING REPAIRS	2,536	10,000	1,212	2,000	2,000
10-56-90	EQUIPMENT	41,813	115,000	-	45,000	40,000
	TOTAL	\$ 579,125	\$ 793,330	\$ 521,949	\$ 661,338	\$ 781,165
	<u>PARKS & RECREATION</u>					
10-58-30	TOOLS, MATERIALS, & SUPPLIES	2,444	6,000	1,253	2,000	7,500
10-58-41	PARKS UTILITIES	470	430	443	500	500
10-58-42	VAULT RESTROOMS MAINTENANCE	7,539	7,000	5,402	7,000	7,000
10-58-50	CEMETERY EXPENSE	980	5,000	11,801	12,000	1,000
10-58-83	COHEN PARK	129,182	135,000	7,952	8,500	40,000
	BURRO PARK					
10-58-86	FAIRPLAY RIVERPARK	-	1,000,000	-	-	1,000,000
	TOTAL	\$ 140,615	\$ 1,153,430	\$ 26,851	\$ 30,000	\$ 1,056,000
	<u>NON/DEPARTMENTAL EXPENSES</u>					
10-61-15	LIABILITY INSURANCE	16,952	20,378	22,120	22,120	22,096
10-61-17	AUDIT FEES	4,500	4,638	4,638	4,638	4,775
10-61-23	TREASURER'S FEES - MILL LEVY	4,667	6,000	4,622	6,000	6,000
10-61-25	PUBLISHING EXPENSE	1,668	2,000	941	1,500	1,800
10-61-30	DUES & MEMBERSHIPS	1,642	5,900	5,606	5,900	6,000
10-61-50	CAPITAL IMPROVEMENT	-	-	-	-	-
10-61-60	ABATEMENT	-	2,000	-	-	2,000
	TOTAL	\$ 29,429	\$ 40,916	\$ 37,926	\$ 40,158	\$ 42,671
	TOTAL GENERAL FUND EXPENDITURES	\$ 1,876,508	\$ 3,968,281	\$ 1,732,365	\$ 2,551,111	\$ 4,479,736
	TOTAL GENERAL FUND REVENUES	\$ 2,920,898	\$ 3,749,838	\$ 2,495,156	\$ 2,808,538	\$ 3,567,177
	TOTAL GENERAL FUND EXPENDITURES	\$ 1,876,508	\$ 3,968,281	\$ 1,732,365	\$ 2,551,111	\$ 4,479,736
	REVENUES OVER EXPENDITURES	\$ 1,044,390	\$ (218,443)	\$ 762,792	\$ 257,427	\$ (912,559)
	DIFFERENCE PLUS BEG. FUND BALANCE	\$ 3,101,292	\$ 2,708,798	\$ 3,864,086	\$ 3,358,721	\$ 2,446,161
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET					
	ENDING FUND BALANCE	\$ 3,101,292	\$ 2,708,798	\$ 3,864,086	\$ 3,358,721	\$ 2,446,161
	TABOR RESTRICTED FUNDS	\$ 87,627	\$ 112,495	\$ 74,855	\$ 84,256	\$ 107,015

Account #	Account Description	2022 Audited Final	2023 Budgeted	2023 Actual to date through 11/02/23	2023 Amended	2024 Budgeted
CTF - REVENUE						
	BEGINNING FUND BALANCE	\$ 33,933	\$ 37,453	\$ 37,613	\$ 37,613	\$ 27,193
	INTERGOVERNMENTAL REVENUE					
20-44-10	COLORADO LOTTERY FUNDS	4,649	4,500	3,648	4,500	4,500
	TOTAL	\$ 4,649	\$ 4,500	\$ 3,648	\$ 4,500	\$ 4,500
	INTEREST					
20-46-50	INTEREST INCOME SAVINGS	31	20	70	80	50
	TOTAL	31	20	70	80	50
	TOTAL CTF REVENUE	\$ 4,680	\$ 4,520	\$ 3,718	\$ 4,580	\$ 4,550
	TOTAL AVAILABLE RESOURCES	\$ 38,613	\$ 41,973	\$ 41,331	\$ 42,193	\$ 23,443
CTF - EXPENSES						
	OPERATIONS					
20-73-03	BASEBALL FIELD IMPROVEMENTS	-	-	-	-	-
20-73-10	COHEN PARK - IMPROVEMENTS	1,000	-	-	-	-
20-73-75	BURRO PARK - IMPROVEMENTS	-	10,000	5,831	15,000	-
	TOTAL	\$ 1,000	\$ 10,000	\$ 5,831	\$ 15,000	\$ -
	CAPITAL OUTLAY	-	-	-	-	-
	TOTAL CTF EXPENDITURES	\$ 1,000	\$ 10,000	\$ 5,831	\$ 15,000	\$ -
	TOTAL REVENUE	\$ 4,680	\$ 4,520	\$ 3,718	\$ 4,580	\$ 4,550
	TOTAL CTF EXPENDITURES	\$ 1,000	\$ 10,000	\$ 5,831	\$ 15,000	\$ -
	REVENUE OVER EXPENDITURES	\$ 3,680	\$ (5,480)	\$ (2,113)	\$ (10,420)	\$ 4,550
	DIFFERENCE PLUS BEG. FUND BAL.	\$ 37,613	\$ 31,973	\$ 35,500	\$ 27,193	\$ 31,743
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET					
	CTF ENDING FUND BALANCE	\$ 37,613	\$ 31,973	\$ 35,500	\$ 27,193	\$ 31,743
INTERNAL SVC FUND						
	BEGINNING FUND BALANCE	\$ 437,818	\$ 275,317	\$ 496,160	\$ 535,530	\$ 568,339
	REVENUE					
32-47-20	DEPT. RENTAL PAYMENT	97,712	103,676	91,343	123,524	149,455
32-47-30	SALE OF VEHICLE/EQUIPMENT-PD	-	-	3,000	-	6,000
	TRANSER IN					19,545
	TOTAL REVENUE	\$ 97,712	\$ 103,676	\$ 94,343	\$ 123,524	\$ 175,000
	EXPENDITURES					
32-58-10	POLICE VEHICLES	-	-	17,981	17,981	175,000
32-58-20	PUBLIC WORKS EQUIPMENT		56,000	49,949	49,949	-
32-58-30	PUBLIC WORKS VEHICLES	-	-	-	-	-
32-58-40	ADMINISTRATION VEHICLE		25,000		22,785	-
	TOTAL	\$ -	\$ 81,000	\$ 67,930	\$ 90,715	\$ 175,000
	TOTAL RENTAL REVENUE	\$ 97,712	\$ 103,676	\$ 94,343	\$ 123,524	\$ 175,000
	TOTAL EXPENDITURES	\$ -	\$ 81,000	\$ 67,930	\$ 90,715	\$ 175,000
	REVENUES OVER EXPENDITURES	\$ 97,712	\$ 22,676	\$ 26,413	\$ 32,809	\$ -
	DIFFERENCE PLUS BEG. FUND BALANCE	\$ 535,530	\$ 297,993	\$ 522,573	\$ 568,339	\$ 568,339
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET					
	ENDING FUND BALANCE	\$ 535,530	\$ 297,993	\$ 522,573	\$ 568,339	\$ 568,339

Account #	Account Description	2022 Audited Final	2023 Budgeted	2023 Actual to date through 11/02/23	2023 Amended	2024 Budgeted
	UTILITY FUND BUDGET					
	<u>WATER REVENUE</u>					
51-42-05	POTABLE WATER	379,875	400,000	299,456	400,000	400,000
51-42-20	LIEN REVENUE	3,761	5,000	3,082	4,000	4,000
51-42-30	LIEN INTEREST - REVENUE	-	-	-	-	-
51-42-32	WATER FACILITY MAINTENANCE FEE	487	487	365	487	487
51-42-34	WATER METERS, PRV, PARTS	1,854	1,000	-	-	1,000
51-42-36	PENALTY NON-COMPLIANCE	240	480	360	480	480
51-42-40	PLANT INVESTMENT FEES	120,000	13,500	-	112,800	18,800
51-42-60	OTHER WATER REVENUE	-	570,000	-	228,000	342,000
	TOTAL	\$ 506,216	\$ 990,467	\$ 303,263	\$ 745,767	\$ 766,767
	<u>WATER - MISCELLANEOUS REVENUE</u>					
51-44-10	FEMA PROJECT	-	-	162,010	162,010	-
	TOTAL	\$ -	\$ -	\$ 162,010	\$ 162,010	\$ -
	TOTAL WATER REVENUE	\$ 506,216	\$ 990,467	\$ 465,273	\$ 907,777	\$ 766,767
	<u>WASTEWATER REVENUE</u>					
51-46-05	USER FEES	669,690	675,360	509,353	683,095	692,402
51-46-20	LIEN REVENUE	4,361	-	3,308	4,000	-
51-46-30	LIEN REVENUE - INTEREST	59	-	32	100	100
51-46-40	PLANT INVESTMENT FEES	225,498	16,702	8,351	100,212	16,702
51-46-60	OTHER WASTEWATER REVENUE	-	100	-	-	100
	TOTAL WASTEWATER REVENUE	\$ 899,607	\$ 692,162	\$ 521,045	\$ 787,407	\$ 709,304
	<u>INTEREST</u>					
51-48-10	INTEREST ON INVESTMENTS	22,607	20,000	\$ 58,859	63,000	50,000
51-48-30	LATE FEES	6,409	8,000	\$ 5,509	8,000	8,000
	TOTAL INTEREST	\$ 29,016	\$ 28,000	\$ 64,368	\$ 71,000	\$ 58,000
	TOTAL UTILITY FUND REVENUE	\$ 1,434,840	\$ 1,710,629	\$ 1,050,687	\$ 1,753,184	\$ 1,476,071

Account #	Account Description	2022 Audited Final	2023 Budgeted	2023 Actual to date through 11/02/23	2023 Amended	2024 Budgeted
UTILITY FUND EXPENDITURES						
EMPLOYEE EXPENSES						
51-70-01	SALARIES	204,089	151,957	119,820	153,874	132,780
51-70-02	401A EMPLOYER MATCH	6,030	4,559	3,545	4,616	4,633
51-70-10	EMPLOYEE HEALTH & WELLNESS	-	3,000	1,499	3,000	3,000
51-70-11	SS/MEDICARE EXPENSE	15,640	11,717	9,209	11,843	10,378
51-70-12	UNEMPLOYMENT EXPENSE	366	306	213	310	271
51-70-13	EMPLOYEE HEALTH INSURANCE	43,518	44,575	26,482	30,721	29,448
51-70-14	WORKER'S COMPENSATION	3,001	3,184	3,700	3,700	2,148
51-70-15	BOARD OF TRUSTEE SALARIES	710	1,200	570	930	2,880
	TOTAL	\$ 273,353	\$ 220,498	\$ 165,038	\$ 208,993	\$ 185,537
GENERAL OPERATIONS EXPENSE						
51-72-02	BANK/CREDIT CARD FEES	4,560	5,000	3,150	5,000	5,000
51-72-06	COMPUTER/SOFTWARE/SUPPORT-OFFICE	14,316	18,000	10,999	11,000	15,000
51-72-10	MISCELLANEOUS	277	1,400	292	1,000	1,400
51-72-14	OFFICE SUPPLIES	1,571	2,500	704	2,500	2,500
51-72-18	POSTAGE EXPENSE	4,412	4,000	2,520	3,000	4,000
51-72-22	PUBLISHING EXPENSE	543	600	-	-	200
51-72-26	TELEPHONE/INTERNET EXPENSE	2,765	4,000	2,176	4,000	4,000
51-72-30	TOWN HALL RENTAL PAYMENT	12,397	12,397	-	12,397	12,397
51-72-34	UTILITIES-OFFICE	2,907	2,500	1,806	2,500	2,500
51-72-38	VEHICLE/EQUIP RENTAL PYMT TO ISF	23,220	23,220	17,415	23,220	22,449
51-72-42	VEHICLE MAINTENANCE/REPAIR	1,758	2,500	1,791	2,500	2,500
51-72-44	FUEL	6,287	9,000	4,111	9,000	9,000
	UNIFORMS/SAFETY EQUIPMENT	-	-	-	-	1,000
51-72-60	REPAIRS AND MAINT - OFFICE BUILDING	3,263	3,000	1,062	3,000	3,000
	TOTAL	\$ 78,275	\$ 88,117	\$ 46,027	\$ 79,117	\$ 84,946
CONTRACTUAL FEES						
51-73-20	AUDITOR FEES	4,500	4,638	4,638	4,638	4,775
51-73-40	INSURANCE - PROPERTY/LIABILITY	16,107	17,934	14,714	14,714	14,731
51-73-50	PROFESSIONAL FEES	26,010	-	-	-	-
51-73-60	LEGAL FEES	-	5,000	3,268	5,000	5,000
51-73-70	TREASURERS FEES	814	1,000	642	1,000	1,000
	TOTAL	\$ 47,431	\$ 28,572	\$ 23,261	\$ 25,352	\$ 25,506
WATER - PLANT & EQUIPMENT						
CAPITAL EXPENDITURES						
51-74-15	COMPUTER EXPENSE-WATER SYSTEM	2,386	14,000	3,106	14,000	5,000
51-74-17	CONTRACT - PLANT OPERATOR	54,000	54,000	45,000	54,000	54,000
51-74-20	DITCH MAINTENANCE	-	500	-	-	500
51-74-25	EDUCATION	751	2,000	2,593	4,000	5,000
51-74-30	INFILTRATION GALLERY PROJECT	-	570,000	47,343	570,000	-
51-74-32	ENGINEERING FEES	907	5,000	26,495	25,000	15,000
51-74-40	HASP MEMBERSHIP DUES	1,610	1,610	1,610	1,610	2,500
51-74-45	LEAKS AND REPAIRS	100,820	30,000	23,163	30,000	150,000
51-74-50	MISCELLANEOUS	24	1,000	1,820	2,660	1,000
51-74-55	PERMITS/DUES/LOCATES	1,425	1,500	1,454	1,500	1,500
51-74-60	PUMPHOUSE EXPENSE	1,281	-	-	-	-
51-74-65	REPAIRS & MAINTENANCE- EQUIPMENT	3,434	5,000	11,265	14,000	10,000
51-74-70	UTILITIES	2,996	3,000	2,336	3,000	3,000
51-74-75	TESTING AND SUPPLIES	10,864	5,000	2,355	3,000	5,000
51-74-80	TOOLS & SUPPLIES	1,934	2,000	3,195	4,000	8,000
51-74-85	WATER METERS	9,588	10,000	12,520	15,000	10,000
51-74-90	WATER TANKS	408	10,000	176	10,000	500
51-74-95	WATER TREATMENT PLANT	26,078	50,000	13,685	20,000	25,000
	TOTAL	\$ 218,506	\$ 764,610	\$ 198,115	\$ 771,770	\$ 296,000

Account #	Account Description	2022 Audited Final	2023 Budgeted	2023 Actual to date through 11/02/23	2023 Amended	2024 Budgeted
	WASTEWATER - PLANT & EQUIPMENT					
51-76-10	CAPITAL EXPENDITURES	-	20,000	15,005	14,195	100,000
51-76-20	COLLECTION SYSTEM MAINTENANCE	9,335	10,000	-	10,000	10,000
51-76-25	COMPUTER EXPENSE-WASTEWATER SYSTEM	2,591	7,000	-	7,000	7,000
51-76-27	CONTRACT - PLANT OPERATOR	60,000	60,000	50,000	60,000	60,000
51-76-30	EDUCATION	323	2,000	100	2,000	5,000
51-76-35	ENGINEERING FEES	-	5,000	-	5,000	5,000
51-76-36	LIFT STATION	2,000	5,000	1,821	5,000	5,000
51-76-45	MISCELLANENOUS	3,060	3,000	-	-	-
51-76-50	PERMITS/DUES/LOCATES	3,223	4,300	3,210	4,300	4,300
51-76-55	REPAIRS AND MAINTENANCE - EQUIPMENT	10,113	10,000	37,864	45,000	40,000
51-76-60	SLUDGE DISPOSAL	100,000	100,000	101,718	150,000	125,000
51-76-65	TESTING SUPPLIES AND CHEMICALS	6,744	8,000	6,483	8,000	8,000
51-76-70	TOOLS AND SUPPLIES	644	2,000	359	2,000	2,000
51-76-75	TRASH	828	1,500	860	1,500	1,500
51-76-80	UTILITIES-PLANT	70,747	67,000	53,309	67,000	75,000
	TOTAL	\$ 269,609	\$ 304,800	\$ 270,730	\$ 380,995	\$ 447,800
	DEBT SERVICE					
51-80-02	LOAN PRINCIPAL-SANITATION PLANT	-	231,000	-	231,000	238,400
51-80-04	LOAN INTEREST-SANITATION PLANT	93,270	86,616	43,248	86,616	79,154
51-80-06	LOAN PRINCIPAL-WATER PLANT	-	-	-	420	5,238
51-80-08	LOAN INTEREST-WATER PLANT	-	-	-	342	4,054
	TOTAL	\$ 93,270	\$ 317,616	\$ 43,248	\$ 317,616	\$ 317,554
	TOTAL UTILITY FUND EXPENDITURES	\$ 980,444	\$ 1,724,213	\$ 746,420	\$ 1,783,842	\$ 1,357,343
	TOTAL UTILITY FUND REVENUES	\$ 1,434,840	\$ 1,710,629	\$ 1,050,687	\$ 1,753,184	\$ 1,476,071
	TOTAL UTILITY FUND EXPENDITURES	\$ 980,444	\$ 1,724,213	\$ 746,420	\$ 1,783,842	\$ 1,357,343
	REVENUES OVER EXPENDITURES	\$ 454,395	\$ (13,584)	\$ 304,266	\$ (30,659)	\$ 118,728
	ESTIMATED UTILITY FUND CASH BALANCE	\$ 1,730,155	\$ 1,426,041		\$ 1,747,382	\$ 1,724,110
	RESTRICTED FUNDS	\$ 290,530	\$ 333,190		\$ 333,190	\$ 333,190
	AVAILABLE FUNDS	\$ 1,439,625	\$ 1,092,851	\$ -	\$ 1,414,192	\$ 1,390,920
	TABOR RESTRICTED FUNDS		51,319		52,596	44,282



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator/Clerk

RE: New Business Item A – Resolution No. 31 Approving and EIAF Grant for the Water Treatment Plant Project

DATE: November 6, 2023

OVERVIEW & ANALYSIS:

The Town was granted a Colorado Water and Resource Power Development Authority Loan earlier this year and approved Ordinance No. 6 authorizing the Loan Agreement on July 3, 2023. The Town had also applied to the Department of Local Affairs for an Energy and Mineral Impact Assistance Fund grant to serve as a match for the loan and was awarded funding in the amount of \$199,850. The associated agreement has been approved by the State and is attached for review and approval by the Board to formalize and document receipt.

Recommended Motion:

Staff is recommending the Board approve Resolution No. 31 approving an Energy and Mineral Impact Assistance Fund Grant from the Colorado Department of Local Affairs in the amount of \$199,850 for the Fairplay WTP Cartridge Filtration System Project EIAF-09529 by motion, second and a roll call vote.

Attachments:

- Resolution No. 31, Series of 2023
- Intergovernmental Grant Agreement and Exhibits B & G

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 31
SERIES 2023**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING APPROVING AN ENERGY AND MINERAL IMPACT ASSISTANCE FUND GRANT AGREEMENT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF \$199,850 FOR THE FAIRPLAY WTP CARTRIDGE FILTRATION SYSTEM PROJECT EIAF-09529.

WHEREAS, the Town of Fairplay (“Town”) is a statutory municipality organized under the laws of the State of Colorado; and

WHEREAS, pursuant to C.R.S. § 30-15-401 et seq., the Town is authorized to enter into contracts with other governmental organizations; and

WHEREAS, the Town submitted an application to the Colorado Department of Local Affairs ("DOLA") for grant funding to serve as a match for a Colorado Water Resources and Power Development Authority Drinking Water Fund Loan for the Fairplay WTP Cartridge Filtration System project (the “Project”); and

WHEREAS, DOLA approved Fairplay’s application and awarded the Town a grant in the amount of \$199,850.00; and

WHEREAS, the Board of Trustees of the Town of Fairplay desire to enter into a grant agreement in order to obtain the funds necessary for the Project.

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

Section 1. The Intergovernmental Grant Agreement attached hereto as Exhibit A is hereby approved and the Mayor or Town Administrator is authorized to execute the same.

Section 2. This Resolution shall take effect immediately upon adoption.

ADOPTED this 6th day of November, 2023.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST

Janell Sciacca, Town Clerk


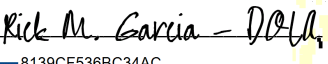
EXHIBIT A

EIAF
CTGG1 NLAA 202400002698


**State of Colorado Intergovernmental Grant Agreement
SUMMARY OF TERMS AND CONDITIONS**

State Agency Department of Local Affairs (DOLA)	DLG Portal Number EIAF-09529	CMS Number 187175
Grantee Town of Fairplay	Grant Award Amount \$199,850.00	Retainage Amount \$9,992.00
Project Number and Name EIAF 9529 – Fairplay WTP Cartridge Filtration System	Performance Start Date The later of the Effective Date or October 11, 2023	Grant Expiration Date August 31, 2025
Project Description The Project consists of engineering, design, and installation of a cartridge filtration system at the Town of Fairplay’s water treatment plant.	Program Name Energy & Mineral Impact Assistance Program (EIAF)	
	Funding Source FEDERAL FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number 15.437	
DOLA Regional Manager <u>Kate McIntire, (970) 744-0760,</u> <u>(kate.mcintire@state.co.us)</u>	Funding Account Codes	
DOLA Regional Assistant <u>Nichole Robillard, (970) 473-4947,</u> <u>(nichole.robillard@state.co.us)</u>	VCUST# 14198	Address Code CN001 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by:  45D2B7CF50DE4BD...</p> <p>By: Angie Cue, EIAF Program Manager</p> <p>Date: <u>10/14/2023</u> <u>10:55 AM PDT</u></p>	<p>STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <p>DocuSigned by:  8139CF536BC34AC...</p> <p>By: Rick M. Garcia, Executive Director</p> <p>Date: <u>10/14/2023</u> <u>4:26 PM MDT</u></p>
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In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “**Effective Date**”).

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  090ACD88A721474...</p> <p>By: Beulah Messick, Controller Delegate Department of Local Affairs</p> <p>Effective Date: <u>10/16/2023</u> <u>5:03 PM MDT</u></p>

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. Federal Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 34-63-101, et

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seq. (through Colorado’s Mineral Leasing Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. *Reserved.*

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. *Reserved.*

B. *Reserved.*

C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

D. “**Exhibits**” means the following exhibits attached to this Intergovernmental Grant Agreement:

i. **Exhibit B**, Scope of Project

ii. **Exhibit G**, Form of Option Letter

E. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.

F. *Reserved.*

G. *Reserved.*

H. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

I. “**Grant Expiration Date**” means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

J. “**Grant Funds**” or “**Grant Award Amount**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

K. “**Incident**” means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

L. “**Initial Term**” means the time period between the Performance Start Date and the initial Grant Expiration Date.

M. “**Intergovernmental Grant Agreement**” or “**Grant**” means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

N. *Reserved.*

O. “**Other Funds**” means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.

P. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.

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- Q.** “**Performance Start Date**” means the later of the Performance Start Date or the Execution Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- R.** *Reserved.*
- S.** *Reserved.*
- T.** *Reserved.*
- U.** “**Project**” means the overall project described in **Exhibit B**, which includes the Work.
- V.** “**Project Budget**” means the amounts detailed in **§6.2** of **Exhibit B**.
- W.** *Reserved.*
- X.** *Reserved.*
- Y.** “**Services**” means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.
- Z.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA.** “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB.** “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD.** *Reserved.*
- EE.** “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- FF.** *Reserved.*
- GG.** *Reserved.*
- HH.** *Reserved.*
- II.** “**Work**” means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.
- JJ.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

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5. PURPOSE

The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

- i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.
- ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

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D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Project Budget in **Exhibit B**.

- i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION**A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS**A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

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10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

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11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials

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shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS**A. Assignment**

Grantee’s rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use

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digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Any executed Option Letter
- ii. The provisions of this Intergovernmental Grant Agreement.
- iii. The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

I. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

L. Accessibility

- i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.
- ii. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content

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Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

- iii. The State may require Grantee’s compliance to the State’s Accessibility Standards to be determined by a third party selected by the State to attest to Grantee’s Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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EXHIBIT B – SCOPE OF PROJECT (SOP)**1. PURPOSE**

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of engineering, design, and installation of a cartridge filtration system at the Town of Fairplay’s water treatment plant.

2.2. Work Description. The Town of Fairplay (Grantee) will engage a previously hired, qualified engineering firm and hire a qualified contractor to design and install a cartridge filtration system at the Fairplay water treatment plant. Work includes design and installation of a cartridge filtration system to provide appropriate ground water under direct influence (GWUDI) treatment and completion of required permitting through Colorado Department of Public Health and Environment (CDPHE). Grantee will provide DOLA with electronic Project photos prior to Project Closeout. Grantee will own and maintain all improvements and, in accordance with §9 below, a contractor will be hired to complete the Work.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: contracted labor, materials, bonding, insurance, permitting, required testing, inspection and/or commissioning costs. Architectural/Engineering, project and construction oversight, bid process, travel, per diem and legal fees shall be the sole responsibility of the Grantee.

3. DEFINITIONS**3.1. Project Budget Lines.**

3.1.1. “Construction/Improvement of Public Utilities” means labor and materials costs, bond and insurance costs, bid advertisements, attorney’s fees, and right-of-way acquisition costs.

3.2. “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is completed design and installation of a cartridge filtration system at the Town of Fairplay’s water treatment plant to provide enhanced livability of the Town and community by ensuring adequate and safe drinking water while adding capacity to allow for new businesses, services and homes.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Fairplay, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Put Project out to bid.	Within 30 days after the Effective Date of this Intergovernmental Grant Agreement.

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Award and finalize subcontract(s).	Within 30 days after bid closing.
Provide DOLA with Project Timeline.	Within 60 days after the Effective Date of the subcontract(s).
Provide DOLA with an electronic copy of Project photos and proof of Substantial Completion. (Certificate of Occupancy, Certificate of Completion, Board motion of approval, lien waiver, etc)	To be included with the Project Final Report.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	November 29, 2025

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in §6.2, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.2 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
4 th (Oct-Dec)	2023	January 30, 2024	Yes	Yes
1 st (Jan-Mar)	2024	April 30, 2024	Yes	Yes
2 nd (Apr-Jun)	2024	JULY 15, 2024*	Yes	Yes
3 rd (Jul-Sep)	2024	October 30, 2024	Yes	Yes
4 th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1 st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2 nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes

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***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Janell Sciacca, Town Administrator, (jsciacca@fairplayco.us)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. **Kim Wittbrodt, Town Treasurer, (kwittbrodt@fairplayco.us)**. Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. DLG Regional Manager: **Kate McIntire, (970) 744-0760, (kate.mcintire@state.co.us)**

5.5. DLG Regional Assistant: **Nichole Robillard, (970) 473-4947, (nichole.robillard@state.co.us)**

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 65%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or Exhibit B.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Construction/Improvement of Public Utilities	\$571,000	\$199,850	\$371,150	Grantee
Total		\$571,000	\$199,850	\$371,150	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$189,858	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.

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Final Payment	\$9,992	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$199,850	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

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- 9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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OPTION LETTER #Insert # Here**SIGNATURE AND COVER PAGE**

State Agency Department of Local Affairs (DOLA)	DLG Portal Number Insert DLG Portal number for this Project	Option Letter CMS Number Insert CMS number for this Amendment
Grantee Insert Grantee's Full Legal Name	Previous CMS #(s) Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	Grant Amount Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Total Grant Amount: \$Insert total award to date	
DOLA Regional Manager Choose an item. DOLA Regional Assistant Choose an item.	Prior Grant Agreement Expiration Date Month Day, Year	Current Grant Agreement Expiration Date Month Day, Year

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis GOVERNOR Colorado Department of Local Affairs By: _____ Rick M. Garcia, Executive Director Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.
STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Beulah Messick, DOLA Controller Delegate Effective Date: _____

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- 1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
- a. Option to extend *(use this option for Extension of Time)*
 - b. Change in the Grant Award Amount within the current term *(use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)*
 - c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) *(use this Option to redistribute existing Grant Funds between budget lines)*

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

a. **For use with Option 1(a):** In accordance with Section 2(A) of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in Sections 4.3 and 4.5.2 of Exhibit B are deleted and replaced with the following:

<u>Milestone/Performance Measure</u>	<u>By:</u>
Put Project out to bid.	Within ___ days of the Effective Date of this Intergovernmental Grant Agreement
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within ___ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within ___ days of the Effective Date of the subcontract(s)
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
1 st (Jan-Mar)	2024	April 30, 2024	Yes	Yes
2 nd (Apr-Jun)	2024	JULY 15, 2024*	Yes	Yes
3 rd (Jul-Sep)	2024	October 30, 2024	Yes	Yes
4 th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1 st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2 nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 30, 2027	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.

b. **For use with Option 1(b):** In accordance with Section 7(A)(i) of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and

EIAF 9529 – Fairplay WTP Cartridge Filtration System

Grantee's Name, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

c. **For use with Option 1(c)**: In accordance with **Section 7(D)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or [REDACTED], whichever is later.

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MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator/Clerk

RE: New Business Item B – Resolution No. 32 Approving a Professional Services Agreement with Ken Hardesty of Hardesty Engineering & Mapping, LLC for Observation Services for the Water Treatment Plant Upgrade Project

DATE: November 6, 2023

OVERVIEW & ANALYSIS:

The attached agreement is related to Resolutions No. 31 and 33 on tonight's agenda. Resolution No. 32 approves an agreement with Ken Hardesty for construction observation and management services for the Town's Water Treatment Plant project to bring online the dormant infiltration gallery and Well #4 with the installation of a required filtration system. The project is the same and is funded by the EIAF grant approved in Resolution No. 31. Ken's services are reimbursable under either the EIAF grant or the CWRPDA Loan.

Recommended Motion:

Staff is recommending the Board approve Resolution No. 32 approving a Professional Services Agreement with Ken Hardesty of Hardesty Engineering & Mapping, LLC for construction observation services for the Town of Fairplay – Water Treatment Plant Upgrade Project by motion, second and a roll call vote.

Attachments:

- Resolution No. 32, Series of 2023
- Exhibit A – Professional Services Agreement
- Hardesty Engineering & Mapping, LLC Nov 2 Proposal

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 32
(Series of 2023)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HARDESTY ENGINEERING & MAPPING, LLC FOR FOR BIDDING AND CONSTRUCTION OBSERVATION SERVICES FOR THE TOWN OF FAIRPLAY – WATER TREATMENT PLANT UPGRADE PROJECT.

WHEREAS, the Town of Fairplay requires professional engineering and consulting services to oversee the bidding, construction and finalization of the Town's Water Treatment Plant Upgrade Project; and

WHEREAS, Hardesty Engineering & Mapping, LLC represents itself as having the required expertise and experience to perform the required professional services; and

WHEREAS, the Town will pay the Consultant up to the amount of \$40,100.00.

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

Section 1. The Board of Trustees hereby approves the Professional Services Agreement attached hereto as "Exhibit A" and authorizes the Mayor and/or Town Administrator to execute same on behalf of the Town.

Section 2. The total amount of payment for services under the agreement shall not exceed \$40,100.00.

Section 3. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 6th day of November, 2023.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 6TH day of NOVEMEBER, 2023, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Hardesty Engineering & Mapping, LLC, an independent contractor ("Consultant").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract.

II. REPORTS, DATA AND WORK PRODUCT

A. The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform the Scope of Services. All documents provided by the Town to Consultant shall be returned to the Town. The Consultant is authorized by the Town to retain copies of such data and materials at the Consultant's expense.

B. Other than sharing information with designated third parties as previously directed by the Town, no project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure.

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

D. Upon request, Consultant shall provide to the Town electronic versions of all work product, in the format directed by the Town.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed the budgeted amount per request/project. The method and manner of payment shall be as specified in **Exhibit A**, attached hereto and incorporated herein by this reference. The maximum amount specified herein shall include all fees and expenses incurred by the Consultant in performing all services hereunder.

B. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the Town, the Scope of Services shall be complete and Consultant shall furnish the Town the specified deliverables as provided in Exhibit A.

V. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by the Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by the Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than ten percent (10%) of the work 2

required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the Town a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the Town reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, two million dollars (\$2,000,000) disease – policy limit, and two million dollars (\$2,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and two million dollars (\$2,000,000) general aggregate.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this

Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

VII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant.

VIII. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

IX. CONFLICT OF INTEREST

Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

X. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

XI. WORKERS WITHOUT AUTHORIZATION

A. Certification. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

(1) If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the

subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

D. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with this Agreement.

E. If Consultant does not have employees, Consultant shall sign the “No Employee Affidavit” attached hereto.

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

XII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

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

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

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

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

The Town: Janell Sciacca, Town Administrator
Town of Fairplay, Colorado
PO Box 267, 901 Main Street
Fairplay, CO 80440

Consultant: Ken Hardesty, Owner
Hardesty Engineering & Mapping, LLC
2062 Dolomite Way
Castle Rock, CO 80108

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the Town not to be performed during the current fiscal year is specifically made subject to appropriation of funds for such performance. Should the Town's governing body not appropriate funds for the performance of this contract in any future fiscal year this Agreement shall automatically terminate without further action by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

**HARDESTY ENGINEERING &
MAPPING, LLC**

Ken Hardesty, Owner

EXHIBIT A

November 2, 2023

Mrs. Janell Sciacca
Town Administrator
Town of Fairplay, Colorado
PO Box 267
901 Main Street
Fairplay, CO 80440

Re: Costs for Providing Bidding and Construction Observation Services, for the Beaver Creek Water Treatment Plant Upgrade Project, Fairplay, Colorado.

Dear Mrs. Sciacca:

This letter summarizes the estimated costs to provide bidding services, construction observation and documentation services and project closeout services for the Beaver Creek WTP Upgrade project. The bidding, construction observation and project closeout services will include coordination with CDPHE to conform to their SRF loan and construction requirements.

SCOPE OF WORK

The following tasks constitute our Scope of Work for completing the bidding and construction observation services of the project:

Task 1 – Bidding Services

The anticipated bidding services include the following tasks:

- Assist the Town in advertising the project for bid in the local newspaper and potentially an on-line site. This includes writing the advertisement and coordinating with CDPHE.
- Providing the bid documents (specifications and drawings) for interested bidders.
- Attending and coordinating a pre-bid conference for perspective bidders to tour the project site and ask questions. Provide a response to questions document for the perspective bidders.
- Develop any required addenda to the specifications and drawings, as necessary.

- Review bids that are received and assist the Town in contractor selection.
- Assist the Town with contracting, including bonding.

We are assuming one site visit for this task and attending one board meeting.

Task 2 – Construction Observation Services

This task will include observation of the installation and construction activities for the cartridge filters and associated piping, valves and pumps, as well as the redevelopment of the wells and rehabilitation of the infiltration gallery manhole. The following tasks are included:

- Observation of the installation and construction activities to complete the project. Recording of daily activities as observed and communicated to the engineer by Town staff when not present.
- Addressing requests for information.
- Reviewing and addressing contractor submittals.
- Approving contractor payments.
- Final acceptance of the contractor's work.
- Development of a construction completion memo.
- Communications with CDPHE.

This task includes approximately 3 site visits a week for six weeks. We are estimating a six-week project duration. Depending on the procurement time for materials, the project may extend beyond six weeks, however our estimate is based on six weeks of actual work performed on-site.

Task 3 – Project Closeout

This task includes the following activities:

- Develop an operations and maintenance manual.
- Collect all operating manuals from the contractor. Coordinate training of town staff with the contractor.
- Provide necessary submittals to CDPHE for project approval and start-up approval.
- Attend final site walkthrough with the contractor, CDPHE and the Town, if necessary.

This task assumes two site visits, including a final walkthrough, and attending a board meeting for final project completion. The operations and maintenance manual will either follow CDPHE templates or Town templates, if one exists.

DELIVERABLES

- Advertisement for bidding

- Construction completion memo
- Construction Completion form (CDPHE)
- Revised RAW (CDPHE)
- Operations and Maintenance Manual.
- Final record drawings.

PROJECT COSTS

The costs to complete the bidding and construction management services portion of the WTP Upgrade project is \$40,100. This cost includes \$1,400 for Hahn Water Resources and \$3,900 for travel expenses. Please see our attached, not to exceed budget table, including expenses and subconsultants/subcontractors. The costs assume the following:

- 2 days per week for on-site construction management for a duration of 5 weeks.
- Expenses for mileage from Castle Rock to the WTP at the prevailing government mileage rate and hotel accommodations twice per week, if necessary.
- Site visits for Pre-bid meeting, attending a board meeting, final acceptance and training.

Task	Labor Hours	Labor	Expenses	Subconsultants	TOTAL
Task 1 - Bidding Support	43	\$7,300	\$300	\$1,400	\$9,000
Task 2 - Construction Oversight	142	\$24,100	\$3,500	\$0	\$27,600
Task 3 - Project Close-out	20	\$3,400	\$100	\$0	\$3,500
TOTAL	205	\$34,800	\$3,900	\$1,400	\$40,100

ANTICIPATED PROJECT SCHEDULE

Contractor selection has been completed and the construction schedule has been extended due to some of the long-lead procurement times for materials and equipment. We anticipate construction to be complete by the end of March 2024.

We will be pleased to further discuss these estimates with you, as well as our overall scoping and approach assumptions.

Please contact me if you have any questions regarding this at (303) 570-9124 or hardestyeng@gmail.com

Sincerely,

HARDESTY ENGINEERING & MAPPING, LLC.

A handwritten signature in blue ink, appearing to read "Ken Hardesty", is written over a light blue rectangular background.

Ken Hardesty
Owner



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator/Clerk

RE: New Business Item C – Resolution No. 33 Approving a Construction Contract with Velocity Constructors, Inc. for the Town of Fairplay – Water Treatment Plant Upgrade Project

DATE: November 6, 2023

OVERVIEW & ANALYSIS:

Upon receipt of approval of the CWRPDA Loan and DOLA EAIF Grant, the Town moved forward to put out an RFP for the Town's Water Treatment Plant Upgrade Project.

Two bids were received. One from Velocity Constructors, Inc. in the amount of \$620,541 and another from Moltz Construction in the amount of \$658,023. Project Contract Engineer Ken Hardesty recommended the Town award to the lowest bidder. He then worked with that contractor to negotiate the total amount down to \$470,000 by removing some "wish-list" items that had been built in to the RFP, and the Notice of Award was issued. The next step is to award the Construction Contract and therefore Resolution No. 33 is presented for the Board as formal approval and will allow the project to move forward.

Recommended Motion:

Staff is recommending the Board approve Resolution No. 33 approving a Construction Contract with Velocity Constructors, Inc. for the Town of Fairplay – Water Treatment Plant Upgrade Project by motion, second and a roll call vote.

Attachments:

- Resolution No. 33, Series of 2023
- Exhibit A – Construction Contract and Attachments

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 33
(Series of 2023)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONSTRUCTION CONTRACT WITH VELOCITY CONSTRUCTORS, INC. FOR THE TOWN OF FAIRPLAY – WATER TREATMENT PLANT UPGRADE PROJECT.

WHEREAS, the Town of Fairplay is a Colorado Statutory Town and has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Town has acquired loan and grant funding for a water infrastructure project at the Beaver Creek Water Treatment plant in order to increase water production; and

WHEREAS, the Town proceeded to put out an RFP for the project and received two bids; and

WHEREAS, Moltz Construction submitted a bid in the amount \$658,023 and Velocity Constructors, Inc submitted a bid in the amount of \$620,541; and

WHEREAS, the Town's Contractor negotiated with the lowest bidder to get the cost down to \$470,000 and recommended the Town award the contract to Velocity Constructors, Inc; and

WHEREAS, the Town Board of Trustees desires to enter into a Construction Contract with Velocity Constructors, Inc, for the Water Treatment Plant Upgrade Project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that:

SECTION 1. The Construction Contract attached hereto as **EXHIBIT A** is approved and the Mayor is authorized to sign the contract between the Town of Fairplay and Velocity Constructors, Inc, in an amount not to exceed \$470,000.00.

RESOLVED, APPROVED, and ADOPTED this 6th day of November, 2023.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

SECTION 00 52 00

CONTRACT AGREEMENT FOR CONSTRUCTION
IN THE TOWN OF FAIRPLAY

This Agreement, made and entered into this _____ day of November, 2023, between the Town of Fairplay, Colorado, hereinafter called the "TOWN," and Velocity Constructors, Inc., hereinafter called the "CONTRACTOR." the TOWN and the CONTRACTOR, for the consideration hereinafter named, agree as follows:

Part One: The Contract Documents

The Contract documents consist of this Contract agreement, the general conditions, the supplementary conditions, the bid proposal, the drawings and specifications, and change orders, addenda and other documents which may be required or specified.

Part Two: The Work

The CONTRACTOR shall perform all the Work required by the Contract documents as specified by Bid No. _____ and Addenda No. 1 and 2, attached hereto.

Part Three: Performance, Payment, and Maintenance Bond

The CONTRACTOR of the second part furnishes concurrently herewith a Performance, Payment, and Maintenance Bond in the amount of the total Contract price, as required by the Contract documents, such bond being attached hereto. The Performance, Payment and Maintenance Bond shall guarantee all material and workmanship furnished by the CONTRACTOR for a period of two (2) years after the date of final inspection and acceptance by the TOWN.

Part Four: Liquidated Damages for Failure to Complete Work on Time

The CONTRACTOR hereby agrees to be liable for liquidated damages in the sum of Five Hundred DOLLARS (\$ 500.00) per day for each and every day that substantial completion of the is delayed past the established time limit or limits, including due allowance for any extension of time agreed to by the TOWN. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance and shall not include litigation or attorneys' fees incurred by the TOWN, or other incidental or consequential damages

suffered by the TOWN due to the CONTRACTOR’s performance. If the TOWN charges liquidated damages to the CONTRACTOR, this shall not preclude the TOWN from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR’s performance which is not due to the CONTRACTOR’s delay in performance.

Part Five: Contract Price

The TOWN shall pay the CONTRACTOR in current funds for the performance of the Work, subject to additions and deductions by change order as provided in the Contract documents, the Contract price of Four Hundred and Seventy Thousand DOLLARS (\$ \$470,000.00), as set forth in the bid proposal of the CONTRACTOR dated September 27, 2023, as amended by Cost savings letter, dated November 2, 2023.

Part Six: Appropriations

The TOWN has appropriated funds to pay the CONTRACTOR for its work under this Contract that are equal to or greater than the Contract price stated above.

Part Seven: Warranty of Non-Collusion

By executing this Contract, the undersigned warrants that:

- 1) The CONTRACTOR has not allowed any competing Bidder or employee or agent thereof to see the CONTRACTOR’s bid or to know of its contents.
- 2) The CONTRACTOR has not discussed the contents of its bid with any competing Bidder, or any other person who a reasonably prudent person would believe would be likely to transmit information to a competing Bidder.
- 3) The CONTRACTOR has drafted its bid independently of any competing Bidder.

Failure to abide by the above provisions relating to collusion shall render the CONTRACTOR liable to the TOWN for damages including, without limitation, payment of the Bid Bond as liquidated damages. In addition, the TOWN may void any Contract entered into with a Bidder guilty of collusion. If the Bidder has engaged in any practice which might be suspected to be collusive, please explain below: _____

Part Eight: Assignment

The CONTRACTOR shall not at any time assign any interest in the Contract or the other Contract documents to any person or entity without the prior written consent of the TOWN. The terms of this Contract shall inure to and be binding upon the permitted successors and assigns of the parties hereto.

Part Nine: Amendment

The Contract may be amended from time to time by written agreement between the parties hereto. No amendment, modification or alteration of the Contract shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Part Ten: Severability

If any term, section or other provision of the Contract shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such terms, section or other provision shall not affect any of the remaining provisions of this Contract.

Part Eleven: Waiver

No waiver by either party of any right, term or condition of this Contract shall be deemed or construed as a waiver or any other rights, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Contract.

Part Twelve: Remedies

None of the remedies provided to either party under this Contract shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Contract shall be specifically enforceable by either party. The Contract shall be construed in accordance with the laws of the State of Colorado, and particularly

those relating to governmental contracts with exclusive venue and jurisdiction in Park County District Court.

The amount of money appropriated by the TOWN is equal to or in excess of the Contract amount. The TOWN will not issue any work order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, unless the CONTRACTOR is given written assurance by the TOWN that lawful appropriations to cover the costs of additional work have been made or unless such work is covered under a remedy-granting provision in the Contract

Part Thirteen: Illegal Aliens

By its signature on this Contract, CONTRACTOR certifies that, as of the time of its signature, it does not knowingly employ or contract with any illegal alien who will perform work under this Contract and that, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract, CONTRACTOR will participate in the e-verify program or department program, as defined in C.R.S. 8-17.5-101. CONTRACTOR agrees that it shall not knowingly employ or contract with any illegal alien to perform work under this Contract; and that it shall not enter into a contract with a Subcontractor that fails to certify to CONTRACTOR that the Subcontractor shall not knowingly employ or contract with any illegal alien to perform work under this Contract. CONTRACTOR has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or department program, as defined in C.R.S. 8-17.5-101. CONTRACTOR shall not use the e-verify program or department program procedures to undertake pre-employment screening of job applicants while work under this Contract is being performed. If CONTRACTOR obtains actual knowledge that a Subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, CONTRACTOR shall: (1) notify the Subcontractor and TOWN within three days that CONTRACTOR has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the Subcontractor if, within three days of receiving the notice required herein, the Subcontractor does not stop employing or contracting with the illegal alien; except that CONTRACTOR shall not terminate the Contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an

illegal alien. CONTRACTOR shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. 8-17.5-101(5). If CONTRACTOR violates a provision of this paragraph, TOWN may terminate this Contract for breach of contract. If the Contract is so terminated, CONTRACTOR shall be liable for actual and consequential damages to TOWN. CONTRACTOR understands that, in the event of such a termination, TOWN is required to notify the office of the Colorado Secretary of State.

Part Fourteen: Counterparts

This Contract may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Part Fifteen: Entirety

This Contract constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into, and superseded by, this Contract.

Part Sixteen: Addresses of Contracting Parties

Correspondence may be sent to the following addresses:

Town Administrator Janell Sciacca,
P.O. Box 267, Fairplay, Colorado, 80440. Telephone: 719-656-0081

CONTRACTOR: Velocity Constructors, Inc.,
2107 W. College Ave, Englewood, CO 80110
[address], Telephone: 303-984-7800

This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

In witness whereof, the CONTRACTOR hereunder places its signature in agreement, and the TOWN has caused this agreement to be signed by the Town Administrator and countersigned by the Town Treasurer.

**CONTRACT DOCUMENTS FOR THE TOWN OF FAIRPLAY
BEAVER CREEK WATER TREATMENT PLANT UPGRADE PROJECT**

ADDENDUM NO. 1

To: All Bidders

Date: September 13, 2023

The purpose of this Addendum is to provide additional clarification and to make specific Contract Document revisions. Capitalized terms used herein shall have the same definitions as assigned in other Contract Documents. The provisions of this Addendum No. 1 are part of the Contract Documents and the provisions of this Addendum shall take priority over and supersede any provision of an earlier issued Contract Document to the extent any conflict between such provisions exists.

The following questions were submitted and the responses are provided below.

1. What are the anticipated dates of award and notice to proceed?

Award is estimated to be within 45 days of bid opening (00 21 00, 3.03.A.1). The timing depends on execution of the DOLA grant contract.

2. Are there any other milestones other than substantial and final completion.

The Well rehabilitation work should be completed prior to the beginning of the winter months.

3. What are the substantial and final completion dates?

There is no substantial completion date and final completion is set for March 30.

4. Due to the nature of the work, are any permits required?

Permits will be the responsibility of the contractor (General Conditions 00 72 00, 1.8); however, I would anticipate a construction discharge permit would be needed.

5. What is the engineer's estimate for this project?

The engineer's estimate will be provided with the contractor's bid tabs.

6. Is construction water and power available from existing services? Is there a cost associated?

Water and power are available at the WTP. No additional cost is associated.

7. Please confirm the provision of an engineer's/owner's office is not included in this project.

Correct, the engineer/owner do not need an additional office for this project.

8. Please confirm that formal photographs or video are not required as part of this project?

Correct, the engineer/owner will be providing construction observation and photographing the construction progress. There may be photographic requirements for the well rehabilitation.

9. Can the Bid Schedule be provided in Excel format?

Yes, it can be emailed to prospective bidders after the pre-bid.

10. The bids are being submitted electronically. Please provide information for us to attend the bid opening.

Bids will be opened and announced on Sept 27th, 10:00 am at the Town of Fairplay Town Hall, 901 Main St, Fairplay, Colorado.

11. Section 40 70 00 1.02 states: "Mountain Peak Controls is the integrator for the Town of Fairplay and is to be hired as a Subcontractor to complete the instrumentation and controls work outlined in this specification" and "the I/C Contractor will be responsible directly to the TOWN. Has this expense been pre-negotiated? Is cost to be included in the bid?

Mountain Peaks Controls will provide a bid price to all bidding contractors. This cost is to be included in the bid. Item 9 in the bid schedule is provided to enter this cost into the bid schedule.

12. We are to furnish and install a new utility sink and safety shower. Please provide specifications or manufacturers with model #s and show the location for the safety shower on the plans. Will tempered water be required for the safety shower?

Section 22 40 00 Plumbing Fixtures is included with this addendum.

13. Is the larger diameter ductile-iron piping (8" and 12") shown on Drawing Sheet 3 existing and to be modified/ demolished to match Drawings Sheets 6 and 7?

Yes, the contractor will have to determine what existing ductile-iron pipe can be utilized in the modifications and what will need to be furnished additionally.

14. Well Redevelopment specification 33 01 10.91. 1.04.D says to include the cost of a new slide pitless adaptor for well 4 in case it is recommended to be replaced by the contractor. Should this cost be included in bid item 7 or added to the bid as an alternate cost in case it is or is not needed?

Item 7a will be added to the bid schedule (Bid Form 00 41 00) for an alternate cost for a pitless adapter for Well 4.

15. Please provide demolition/modification drawing for pipe ,and process equipment. Definition is not clear in the contract drawings. (Refer to Summary of Work 01 11 00 1.02-16).

A pdf of the original pipe layout drawing is included with this addendum. This will better represent the current configuration of the ductile-iron pipe to be demolished/removed/salvaged/reused.

16. Please provide details of the safety cover to be installed over the 2" PVC piping that runs across the floor from well #4.

The following note will be added to Sheet 6 “4. Pipe Ramps shall be Handi-Ramp hose protector ramps sized for 2-inch diameter PVC, or approved equivalent.”.

Please provide details of the required utility sink and drain.

The sink specifications are provided in Section 22 40 00 Plumbing Fixtures. The drain alignments are included in the revised drawings 6 and 7 (attached).

Please clarify required scope involving the safety shower, including tempered water requirements (water heater, recirculation requirements, pipe insulation, etc.).

The location of the safety shower was identified during the pre-bid walk through. Final location will be determined in the field. Requirements are included in Section 22 40 00 Plumbing Fixtures (attached).

Please provide the video inspection recording of the infiltration gallery vault

This will be provided electronically.

Please clarify if the four PVC ball valves on the upstream/downstream sides of the cartridge filters are to be electric actuated. Note that 220523-2.07 provides manual valve operator requirements, but there is no reference to electric actuators.

The two PVC ball valves upstream of the cartridge filters will be electrically actuated. The two PVC ball valves downstream of the cartridge filters will be manually actuated.

The in-line centrifugal pump has a lead time after approved submittals is four to six weeks. Please consider extending the construction duration for the project.

The new completion date is March 30.

The Harmsco filter reps mentioned the housings need to be grounded to prolong the life of the filter housings. This is due to static electricity buildup. Does the electrician have the grounding of all 4 housings covered in their cost?

Yes, this will be included in the electrical/instrumentation cost.

Spec 05 51 00 states the new stairs at the ramp needs to have structural calculations provided with the design. Will calculations need to be provided for the steel stairs?

Calculations will need to be provided for the stair design. This includes, at a minimum, any calculations for anchoring to the concrete, connections to the stringer and connections between the stair treads and stringer. Manufacturer calculations may be suitable if they exist.

The concrete pad under the existing pump is to be removed per the site visit. To what detail or patching back needs to happen. Please provide a detail and direction.

Once removed, the exposed, roughened concrete surface shall be chipped down to an appropriate depth below the concrete floor grade so that a leveling concrete or epoxy can be placed to match the floor grade.

The 2" PVC line tying into the Well 4 Intake pipe says to tie into the DIP. Is the tie in pipe really DIP, and what size is the DIP? Please confirm.

The tie-in appears to be ductile-iron. It may be cast-iron as well. This will be a field fit, once the pipe is removed and cleaned so that a determination can be made on how to proceed. For bidding purposes, a ductile-iron to PVC connection should be assumed.

Drawing 8 has the stem guides shown, do they need to be ductile iron or SS?

Stainless steel. An alternate material that is resistant to corrosion can be considered.

Drawing 8 has the extension stem, do you want carbon steel or SS?

Stainless steel. An alternate material that is resistant to corrosion can be considered.

What is the diameter of the extension stem?

As long as the stem is compatible with a 2" operating nut, the manufacturers' recommended diameter is acceptable.

Please confirm the value of liquidated damages to be included in this contract?

\$500.00 per day.

The following additions, deletions and corrections are made to the Contract Documents.

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

Revised SECTION 00 41 00 – Bid Form with alternate bid item 7a for the new slide pitless adapter (attached).

ADD: SECTION 22 40 00 – Plumbing Fixtures (add section to specifications, attached)

ADD: 2.08 ELECTRIC OPERATORS, and sub-headings, to SECTION 22 05 23 – Valves and Operators (Attached).

REVISION: Attachment #2 – State Davis Bacon Wages determination. CDPHE has provided revised Davis Bacon Wage determinations (attached).

DRAWINGS

REVISION: Sheet 6: Add drain-pipe configuration for filter housings and utility sink added, including location of concrete slab demolition to install embedded drainpipe connected to existing floor drain.

REVISION: Sheet 6: Add note and call-out for pipe ramps.

REVISION: Sheet 7: Add drain-pipe configuration for filter housings on profile.

REVISION: Sheet 7: Add PVC y-strainers on filter drain lines, including note on model and pressure rating.

The following are attached or are to be electronically transferred for informational purposes or for additional clarification for bidding purposes.

ATTACHED: Original drawing of the WTP with pipes that are to be removed highlighted.

ELECTRONIC TRANSFER: Video of the valve in the infiltration gallery manhole.

ELECTRONIC TRANSFER: Excel worksheet of the bid schedule.

SECTION 00 41 00**BID FORM****PART 1 GENERAL****1.01 SCOPE**

The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with TOWN to perform and furnish all work specified or indicated in the Contract Documents for the bid price and in accordance with the terms and conditions of the Contract Documents. Bidder accepts all of the terms and conditions of the Contract Documents including the Notice to Bidders and Instructions to Bidders.

1.02 DURATION OF BID OFFER

This bid will remain subject to acceptance forty-five (45) days after the day of bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with Bonds, insurance certificates and other required documents within ten days after the date of TOWN's Notice of Award.

1.03 BIDDER'S REPRESENTATIONS**A. EXTENT AND NATURE OF THE WORK**

In submitting this bid, Bidder represents, as more fully set forth in the Agreement, that Bidder is familiar with the Work required by the Contract Documents; the site where the Work is to be performed; local labor conditions, all laws, regulations and other factors affecting performance of the Work; and of the expense to perform the Work. By submitting a bid, the Bidder acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

B. QUALIFICATIONS

Bidder certifies that Bidder is competent, knowledgeable and has special skills on the nature, extent, and inherent conditions of the Work to be performed and is regularly engaged in the general class and type of work called for in the Contract Documents and as provided in the Bidder Qualifications section for pre-qualification.

1.04 RECEIPT OF ADDENDA

A. Bidder acknowledges that he has received copies of the following addenda, which are attached, and has considered the cost and time to perform work itemized in the addenda in his bid:

Addendum Number	Date	Bidder's Acknowledgement
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.05 BID PRICES

The Bidder shall be aware that the bid Items are assumed to be all inclusive, as described, and that ancillary labor, materials, and equipment should be included in the item price to provide the TOWN complete and ready for use items as part of the Work. The sum of the items required, in the course of completing the Work, shall provide a physically complete facility that shall fulfill the intent of the project, as specified and as shown in the Contract Documents.

Bidder shall complete the Work in accordance with the Town of Fairplay - Water Treatment Plant Upgrade Contract Documents for the following price(s):

Notations: LS=Lump Sum, CY=Cubic Yards, LF=Linear Feet, EA=Each.

Item	Description	Units	Unit Price	Amount of Bid
1	Mobilization and demobilization including traffic control, temp. facilities, staging, set up, tear down, final cleaning, refuse disposal, and all incidentals not covered elsewhere.	LS	\$	\$
2	Furnish and install interior piping, fittings and valves, including PVC pipe and fitting, ductile-iron pipe and fittings, ball valves, check valves, sample ports and air valves.	LS	\$	\$
3	Furnish and install four (4) cartridge filter housings and filters, including furnishing and installing	LS	\$	\$

	two (2) cartridge filter housings and filters, installing two (2) TOWN provided cartridge filter housings and filters.			
4	Furnish and install materials and equipment necessary for the house water system & safety shower, including all piping, fittings, valves, painting and labeling, pipe supports, and safety shower.	LS	\$	\$
5	Furnish and install one (1) in-line centrifugal pump, including motor, mounting and all materials.	EA	\$	\$
6	Furnish and install all necessary materials and equipment for the infiltration gallery upgrades, including new valve stem riser, guides.	LS	\$	\$
7	Furnish and install all materials and equipment for the well upgrades for Wells 2, 3 and 4, including new pumps and motors, and new fencing and a new concrete well pad at Well 4.	LS	\$	\$
7a	Alternate Bid Item: Furnish and install new slide pitless adapter at Well 4, including excavation and removal of existing spool pitless adapter, excavation and rerouting of electrical lines, if necessary, demolition of concrete, installation of new adapter, backfill and site cleanup.	LS	\$	\$
8	Furnish and install fabricated metal stairs in the lower level.	LS	\$	\$
9	Furnish and Install all materials and equipment for instrumentation, controls and electrical processes, including VFD's, electric actuators,	LS	\$	\$

	chemical feed pumps, turbidity meters, pressure meters, new PLC unit, and all associated programming, logic, hardware, software, communications devices and any other required materials.			
Total Bid Price (Sum of all items above)				\$

Bidder acknowledges that quantities are not guaranteed and final payment will be based on the actual quantities determined, as provided for in the Contract Documents.

The undersigned hereby proposes and agrees to complete all the Work described in the above bid, complete in place and ready for operation by December 31, 2023.

CONTRACTOR _____ DATE _____

BY (signature) _____

Printed Name & Title _____

1.06 BID SECURITY

Enclosed herewith is the required bid Security in the amount of _____ Dollars (\$) which the undersigned Bidder agrees to forfeit to TOWN, as liquidated damages, should this bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or should Bidder fail to enter such agreement and give such Bonds, if Bidder fails to pay to TOWN the difference between the amount specified in this bid and such larger amount for which TOWN may in good faith contract with another party to perform the Work covered by this bid. The bid security will be returned to Bidder upon Bidder signing the Agreement and delivering the specified Bonds.

Bidder has given the ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnish the Work for which this bid is submitted.

The undersigned Bidder hereby certifies that this bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. The undersigned Bidder hereby certifies that he has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid or to refrain from bidding. The undersigned Bidder hereby certifies that he has not sought by collusion to obtain for himself any advantage over any other BIDDER or over the TOWN.

If Bidder is:

An Individual: _____ (SEAL)
(Individual's name)

(Signature)

Telephone Number: _____ Email Address: _____

A Partnership: By _____ (SEAL)
(Partnership name)

By _____ / _____
(Name/Title of Partner)

(Signature of partner)

Telephone Number: _____ Email Address: _____

A Corporation or Limited Liability Company (LLC):

By _____ (SEAL)
(Corporate/Company name)

By _____ / _____
(Name/Title of Authorized Officer)

(Signature of authorized officer)

Telephone Number: _____ Email Address: _____

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 22 40 00
PLUMBING FIXTURES

PART 1 GENERAL

1.01 SCOPE

- A. The work specified in this Section includes furnishing and installing a safety shower, utility sink and all necessary plumbing, fixtures, heaters and connection hardware.

1.02 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. Americans with Disabilities Act (ADA).
 2. American Gas Association (AGA).
 3. American Society of Mechanical Engineers (ASME).
 4. American Society of Sanitary Engineering (ASSE): 1010, Performance Requirements for Water Hammer Arresters.
 5. ASTM International (ASTM): D4101, Standard Specification for Polypropylene Injection and Extrusion Materials.
 6. Food and Drug Administration (FDA).
 7. NSF International (NSF):
 - a. NSF/ANSI 61, Drinking Water System Components – Health Effects.
 - b. NSF/ANSI 372, Drinking Water System Components – Lead Content.
 8. Plumbing and Drainage Institute (PDI):
 - a. Code Guide 302 and Glossary of Industry Terms.
 - b. WH-201, Water Hammer Arrester Standard.
 9. Underwriters Laboratories Inc. (UL).

1.03 SUBMITTALS

- A. In accordance with Section 01 33 00, submit:
- B. Catalog information, product specifications and details.
- C. Spray head for utility sink.
1. Contractor shall select and submit a standard utility spray head for the utility sink.

PART 2 PRODUCTS

2.01 GENERAL

- A. Components and Materials in Contact with Water for Human Consumption: Comply with the requirements of the Safe Drinking Water Act and other applicable federal, state, and local requirements. Provide certification by manufacturer or an accredited certification organization recognized by the Authority Having Jurisdiction that components and materials comply with the maximum lead content standard in accordance with NSF/ANSI 61 and NSF/ANSI 372.
1. Use or reuse of components and materials without a traceable certification is prohibited.

2.02 MANUFACTURERS

- A. Emergency Showers
1. Haws
 2. Guardian
- B. Sinks
1. Mustee
- C. Water Hesters
1. EEMAX

2.03 MATERIALS

- A. Safety Shower
1. Model: Haws Drinking Faucet Co.; Model 8122.
 2. Shower: AXION® MSR ABS plastic drench showerhead.
 3. Valve: Stay open.
 4. Support: Install for vertical water supply (as shown in manufacturer installation instructions).
 5. Alarms: None.
- B. Utility Sink
1. Model: E.L. Mustee Co.; Model 19CF, or approved equivalent.
 2. Faucet: Provide a spray head (Contractor to submit for approval).
 3. Drain: 1-1/2" PVC
 4. Support: To be anchored to floor
- C. Water Heater For Safety Shower

1. Model: EEMAX Mini Tank Water Heater, Model EMT2.5
2. Temperature Range: 50°F - 140°F
3. Phase: Single Phase, 120 volts
4. Support: Wall Mount

PART 3 EXECUTION

3.01 PREPERATION

- A. Drawings do not attempt to show exact details of fixtures. Changes in locations of fixtures, advisable in opinion of Contractor, shall be submitted to ENGINEER for review before proceeding with the Work.

3.02 INSTALLATION

A. Safety Shower.

1. Install safety shower per manufacturers recommendations.
2. Shower shall be installed in a vertical position, as shown as an optional installation on the manufacturer's documentation.
3. Shower shall receive tepid water from water heater.

B. Utility Sink

1. Sink shall be anchored to the concrete floor.
2. Sink shall drain to the floor drain, as shown on the drawings.
3. CONTRACTOR shall provide a spray nozzle attachment for the utility sink. Spray nozzle shall be approved by the ENGINEER.

C. Water Heater For Safety Shower

1. Water heater shall be wall mounted in the vicinity of the safety shower.
2. CONTRACTOR shall install the required potable water lines to connect the water heater.
3. Water heater shall be installed per manufacturer recommendations.

END OF SECTION

SECTION 22 05 23
VALVES AND OPERATORS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This specification covers ball valves, PRV valves, check valves, manual operators and accessories.

1.02 REFERENCES

<u>Reference</u>	<u>Title</u>
AWWA C111/ANSI A21.11	Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
ASME B16.1-1998	Cast Iron Pipe Flanges and Flanged Fittings
ASME B1.20.1-1983	Pipe Threads, General Purpose, Inch
ASME B16.18-2001-2002	Cast Copper Alloy Solder Joint Pressure Fittings
ASTM B16.34-1996	Valves Flanged Threaded and Welding End
ASME B16.11-2001-2002	Forged Fittings, Socket-Welding and Threaded
ASME B16.24-2001-2002	Cast Copper Alloy Pipe Flanges and Flanged Fittings: Classes 150, 300, 400, 600, 900, 1500 and 2500
ASME B16.25-1997	Butt-Welding Ends
ASME B16.5-2003	Pipe Flanges and Flanged Fittings: NPS ½ Through 24
ASME B31.1-2001	Power Piping - ASME Code for Pressure Piping
ASME B31.9-1996	Building Services Piping - ASME Code for Pressure Piping
ASTM A126-95(2001)	Gray Iron Castings for Valves, Flanges, and Pipe Fittings
ASTM A276	Standard Specification for Stainless Steel Bars
ASTM A351/A351M-03	Standard Specification for Castings, Austenitic, Austenitic-Ferric (Duplex), for Pressure-Containing Parts
ASTM 61-02	Standard Specification for Steam or Valve Bronze Castings
ASTM B62-02	Standard Specification for Composition Bronze or Ounce Metal Castings
ASTM B98/B98M-03	Standard Specification for Copper-Silicon Alloy Rod, Bar and Shapes

ASTM A126-95(2001)	Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings
ASTM B127-98	Standard Specification for Nickel-Copper Alloy (UNS N04400) Plate, Sheet, and Strip
ASTM B139/B139M-01	Standard Specification for Phosphor Bronze Rod, Bar, and Shapes
ASTM B164-03	Standard Specification for Nickel-Copper Alloy Rod, Bar, and Wire
ASTM B194-01e1	Standard Specification for Copper-Beryllium Alloy Plate, Sheet, Strip, and Rolled Bar
ASTM B584-00	Standard Specification for Copper Alloy Sand Castings for General Applications
ASTM D429-03	Standard Specification for Test Methods for Rubber Property—Adhesion to Rigid Substrates
ASTM D1784-03	Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
ASSE 1011-1993	Performance Requirements for Hose Connections Vacuum Breakers
AWWA C500-02	Metal Seated Gate Valves for Water Supply Service
AWWA C504-00	Rubber-Seated Butterfly Valves
AWWA C508-01	Swing-Check Valves for Waterworks Service, 2 in. Through 24 in. NPS
AWWA C509-01	Resilient-Seated Gate Valves for Water Supply Service
AWWA C510-97	Double Check Valve Backflow-Prevention Assembly
AWWA C511-97	Reduced-Pressure Principal Backflow-Prevention Assembly
AWWA C550-01	Protective Epoxy Interior Coatings for Valves and Hydrants
AWWA C606-97	Grooved and Shouldered Joints
AWWA C800-01	Underground Service Line Valves and Fittings
MSS SP-6-2001	Standard Finishes for Contact Faces of Pipe Flanges and Connecting-End Flanges of Valves and Fittings
MSS SP-25-1998	Standard Marking System for Valves, Fittings, Flanges and Unions
MSS SP-42-1999	Class 150 Corrosion Resistant Gate, Globe, Angle and Check Valves with Flanged and Butt Weld Ends
MSS SP-45-2003	By-pass and Drain Connection Standard

MSS SP-53-1999(R2002)	Quality Standard for Steel Castings and Forgings for Valves, Flanges and Fittings and Other Piping Components - Magnetic Particle Examination Method
MSS SP-54-1999(R2002)	Quality Standard for Steel Castings for Valves, Flanges and Fittings and Other Piping Components-Radiographic Examination Method
MSS SP-55-2001	Quality Standard for Steel Castings for Valves, Flanges and Fittings and Other Piping Components-Visual Method for Evaluation of Surface Irregularities
MSS SP-61-2003	Pressure Testing of Steel Valves
MSS SP-67-2002	Butterfly Valves
MSS SP-70-1998	Cast-iron Gate Valves, Flanged and Threaded Ends
MSS SP-71-1997	Cast-iron Swing Check Valves, Flanged and Threaded Ends
MSS SP-72-1999	Ball Valves with Flanged or Butt-Welding Ends for General Service
MSS SP-78-1998	Cast-iron Plug Valves, Flanged and Threaded Ends
MSS SP-80-2003	Bronze Gate, Globe, Angle and Check Valves
MSS SP-81-1995	Stainless Steel, Bonnetless, Flanged, Knife Gate Valves
MSS SP-85-2002	Cast-iron Globe & Angle Valves, Flanged and Threaded Ends
MSS SP-86-2002	Guidelines for Metric Data in Standards for Valves, Flanges, Fittings and Actuators
MSS SP-88-1993(R2001)	Diaphragm Type Valves
MSS SP-91-1992(R1996)	Guidelines for Manual Operation of Valves
MSS SP-92-1999	MSS Valve User Guide
MSS SP-93-1999	Quality Standard for Steel Castings and Forgings for Valves, Flanges and Fittings and Other Piping Components-Liquid Penetrant Examination Method
MSS SP-94-1999	Quality Standard for Ferritic and Martensitic Castings for Valves, Flanges, and Fittings and Other Piping Components-Ultrasonic Examination Method

1.03 SUBMITTALS

- A. Provide following submittals consistent with Section 01330:
1. Product data sheets for make and model, complete catalog information, descriptive literature, specifications, and identification of materials of construction.

2. Complete dimensioned drawings showing the installation of the valves, piping connections, operators, floor stands, and supports as required.
3. When indicated for the valve type, provide a valve coefficient (CV) curve versus percent stroke. Use the equation:

$$CV = Q/(\Delta P)^{0.5}$$

Where: Q = Valve discharge in gallons per minute and

ΔP = The pressure loss in the valve in pounds per square inch

4. Provide the maximum valve thrust requirement for operation and the thrust provided by the operator.
 5. Valve pressure and temperature rating.
- B. Quality Control:
1. Certificate of Compliance for:
 - a. Butterfly valves: full compliance with AWWA C504-00 as required.
 2. Tests and inspection data.
 3. Manufacturer's Certificate of Proper Installation and that factory coatings have been applied and tested in the manufacturing plant prior to shipment in accordance with contract documents.
- C. Provide Operations and Maintenance Manual(s) in accordance with Section 01780.
- D. As-built drawings including actual layout drawings for valves, operators, floor stands, and supports if any deviations from proposed layout drawings. Include all dimensions.

PART 2 PRODUCTS

2.01 GENERAL

- A. Reference to a manufacturer's name and model number or catalog number is for the purpose of establishing the standard of quality and general configuration desired. Acceptable manufacturers include those explicitly listed or ENGINEER-approved equal, modified to meet the requirements of this specification.
- B. Valve to be new and of current manufacturer and to include operator, actuator, hand-wheel, chain-wheel, extension-stem, floor-stand, worm and gear-operator, operating-nut, chain, wrench, and accessories for a complete operation.
- C. Valve to be suitable for intended service. Renewable parts not to be of a lower quality than specified.

- D. Valve same size as adjoining pipe unless otherwise noted.
- E. Valve ends to suit adjacent piping.
- F. Size operator to operate valve for the full range of pressures and velocities.
- G. Valve to open by turning counterclockwise.
- H. Factory-mount operator, actuator, and accessories.

2.02 MATERIALS

- A. Brass and bronze valve components and accessories that have surfaces in contact with water, to be alloys containing less than 16 percent zinc and 2 percent aluminum.
- B. Approved alloys are of the following ASTM designations:
 - 1. B61, B62, B98 (Alloy UNS No. C65100, C65500, or C66100), B139 (Alloy UNS No. C51000), B584 (Alloy UNS No. C90300 or C94700), B164, B194, and B127.
 - 2. Stainless steel Alloy 18-8 may be substituted for bronze.

2.03 BALL VALVES

- A. BALL VALVE 4 INCHES OR SMALLER FOR GENERAL WATER AND AIR SERVICE
 - 1. Body and ball material: PVC, ASTM D1784; CPVC, ASTM D1784; Polypropylene, ASTM D4101; PVDF, ASTM D3222.
 - 2. Schedule 80 PVC body, true union design, full bore. Pressure rated for min. 230 psi., EPDM seals, lever actuated.
 - 3. Manufacturers: Spears, Asahi/America, NIBCO, Hayward or equivalent.

2.04 CHECK VALVES

- A. CHECK VALVES 4 INCHES OR SMALLER
 - 1. Type: true-union ball type, Angle seat or Y check valve, solvent cement spigot ends. Rated at minimum 150 psi.
 - 2. Manufacturers: NIBCO, Hayward or equivalent.

2.05 PRESSURE REDUCING VALVES (PRV)

- A. PRV VALVES 4 INCHES OR SMALLER
 - 1. Diaphragm/balanced piston type, lead-free brass body, pressure rated up to 300 psi.
 - 2. Manufacturers: Watts, Conbraco or equivalent.

2.06 MISCELLANEOUS VALVES

A. SAMPLING VALVE

1. Iron body type, stainless steel piston that extends to the inner surface of the vessel or pipe, sealed by two compressible replaceable Teflon rings, one above the discharge port and the other below the discharge port. Seal materials shall be in accordance with the manufacturer's recommendation.
2. Manufacturer: Strahman Sampling Valve.

B. AIR RELIEF VALVES

1. 1/2-inch through 3-inch NPT inlets and outlets, 4-inch and larger ASME B16.1 Class 125 flanged inlet with plain outlet and protective hood.
2. Rated 150 psi working pressure, cast-iron or ductile iron body and cover, stainless steel float and trim, built and tested to AWWA C512.
3. Manufacturers: APCO Valve and Primer Corp, Val-matic.

2.07 MANUAL OPERATORS

A. GENERAL

1. Operator force not to exceed 40 pounds under any operating condition, including initial breakaway. Provide gear reduction operator when force exceeds 40 pounds.
2. Operator self-locking types or equipped with self-locking device.
3. Position indicator on quarter-turn valves.
4. Worm and gear operator's one-piece design, worm gears of bronze material. Worm hardened alloy steel with thread ground and polished. Traveling nut type operators threaded steel reach rods with internally threaded bronze or ductile iron nut.

B. EXPOSED OPERATOR

1. Galvanized and painted hand-wheels.
2. Lever operators allowed on quarter-turn valves 8 inches and smaller when operator force does not exceed 40 pounds.
3. Cranks on gear type operators.
4. Chain wheel operator with tiebacks, extension stem, floor stands, and other accessories to permit operation from normal operation level.
5. Valve handles to take a padlock and wheels a chain and padlock.

2.08 ELECTRIC ACTUATORS

A. GENERAL

1. Comply with AWWA C540.
 2. Size to twice required operating torque. Motor stall torque not to exceed torque capacity of valve.
 3. Controls integral with the actuator and fully equipped.
 4. Factory mounted on valve as a unit
- B. ACTUATOR OPERATION-GENERAL
1. Suitable for quarter-turn operation
 2. Manual override hand-wheel
 3. Valve position indication.
- C. OPEN-CLOSE/THROTTLING
1. Size motors for one complete OPEN-CLOSE-OPEN cycle no less than once every 10 minutes.
 2. Actuator suitable for throttling operation of valve at intermediate positions.
 - a. HAND-OFF-AUTO (Local-Off-Remote) Selector Switch:
 - b. OPEN-STOP-CLOSE pushbutton to control valve in HAND position.
 3. OPEN and CLOSED indicating lights
 4. Reversing motor starter with built in overload protection.
- D. MODULATING SERVICE
1. Size motors for continuous duty
 2. Feedback potentiometer and integral electronic positioner/comparator circuit to maintain valve position.
 3. HAND-OFF-AUTO (Local-Off-Remote) Selector Switch:
 - a. OPEN-STOP-CLOSE pushbutton to control valve in HAND position.
 - b. 4 to 20 mA dc input signal to control valve in AUTO position.
 4. Valves shall close upon loss of signal unless otherwise indicated.
 5. OPEN and CLOSED indicating lights
 6. Ac motor with reversing starter or dc motor with solid state reversing controller, and built in overload protection
 7. Duty cycle limit timer and adjustable band width to prevent actuator hunting.
 8. 4 to 20 mA dc output signal proportional valve position.
- E. ACTUATOR POWER SUPPLY
1. 200/230 volt, single-phase unless otherwise indicated.

2. Control power transformer, 120 volt secondary.
3. Externally operable power disconnect switch.

F. ENCLOSURE

1. As defined in NEMA 250, Type 4.
2. Contain 120 volt space heaters.

G. LIMIT SWITCH

1. Single-pole, double-throw (SPDT) type, field adjustable cam-operated, with contacts rated for 5 amps at 120 volts ac.
2. Each valve actuator to have a minimum of two transfer contacts at end position, one for valve FULL OPEN and one for valve FULL CLOSED.
3. Housed in actuator control enclosure.

H. MANUFACTURERS

1. Bray, Rotork IQT

2.09 ACCESSORIES

A. TAGGING

1. 1-1/2-inch diameter heavy brass or stainless-steel tag for each valve operator, bearing the valve tag number shown on the Electric Operator Schedule.

PART 3 EXECUTION

3.01 INSTALLATION

A. GENERAL

1. Install all valves, operating units, floor stands, and accessories in accordance with Manufacturer's written instructions and as shown and specified. Any proposed deviations thereof must have the written consent of the ENGINEER.
2. Support all valves to avoid undue stresses on the adjoining pipe.
3. Install all valves, appurtenances and accessories to provide easy access for operation, removal, and maintenance and to avoid conflicts between valve operators with other systems, equipment, handrails, structural components, and any other items.
4. Install access doors in finished walls and plaster ceilings for valve access.

B. FLANGE ENDS

1. Flanged-valve-bolt-holes shall straddle vertical centerline of pipe.

2. Clean flanged faces, insert gasket and bolts, and tighten nuts progressively and uniformly.
- C. SCREWED ENDS
1. Clean threads by wire brushing and swabbing.
 2. Apply Teflon tape.
- D. VALVE ORIENTATION
1. Install operating stem vertical when valve is installed in horizontal runs of pipe having centerline elevations 4 feet 6 inches or less above finished floor, unless otherwise shown.
 2. Install operating stem horizontal in horizontal runs of pipe having centerline elevations between 4 feet 6 inches and 6 feet 9 inches above finish floor, unless otherwise shown.
- E. TORQUE TUBE
1. Where operator for quarter-turn valve is located on floor stand, furnish extension stem torque tube of a type properly sized for maximum torque capacity of the valve.

3.02 TESTS AND INSPECTION

- A. Factory test all valves prior to shipment at a minimum of 1.5 times the rated working pressure.
- B. Field test all valves to the method and test pressure of adjoining pipe either while testing pipelines or as a separate step.
- C. Test and demonstrate that valves open and close smoothly with operating pressure on one side and atmospheric pressure on the other, in both directions for two-way valve and applications.
- D. Count and record number of turns to open and close valve. Account for any discrepancies with manufacturer's data.
- E. Set, verify, and record set pressures for all relief and regulating valves.
- F. Test automatic valves in conjunction with control system testing. Test manual override provisions as applicable.

END OF SECTION

**ATTACHMENT #2 – DAVIS BACON WAGE
DETERMINATION**

**TOWN OF FAIRPLAY
WATER TREATMENT PLANT UPGRADE PROJECT
September 2023**

"General Decision Number: C020230003 09/08/2023

Superseded General Decision Number: C020220003

State: Colorado

Construction Type: Heavy

Counties: Alamosa, Archuleta, Baca, Bent, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Elbert, Fremont, Garfield, Gilpin, Grand, Gunnison, Hinsdale, Huerfano, Jackson, Kiowa, Kit Carson, La Plata, Lake, Las Animas, Lincoln, Logan, Mineral, Moffat, Montezuma, Montrose, Morgan, Otero, Ouray, Park, Phillips, Pitkin, Prowers, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel, Sedgwick, Summit, Teller, Washington and Yuma Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/24/2023
2	06/02/2023
3	07/07/2023
4	07/21/2023
5	08/04/2023
6	09/01/2023
7	09/08/2023

ELEC0012-006 06/01/2023

ALAMOSA, ARCHULETA, BACA, BENT, CHAFFEE, CONEJOS, COSTILLA, CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, MINERAL, OTERO, PROWERS, PUEBLO, RIO GRANDE, SAGUACHE COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.40	14.41

ELEC0068-011 06/01/2023

CLEAR CREEK, EAGLE, GILPIN, GRAND, JACKSON, LAKE, LOGAN, MORGAN, PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON AND YUMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.20	18.38

* ELEC0111-002 09/01/2023

	Rates	Fringes
Line Construction:		
Groundmen.....	\$ 24.61	21.25%+7.40
Line Equipment Operator.....	\$ 39.77	21.25%+7.40
Lineman and Welder.....	\$ 55.22	24.25%+7.40

ELEC0113-004 06/01/2023

CHEYENNE, ELBERT, KIT CARSON, LINCOLN, PARK AND TELLER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.70	17.52

ELEC0969-003 06/01/2019

DOLORES, GARFIELD, GUNNISON, HINSDALE, LA PLATA, MOFFAT, MONTEZUMA, RIO BLANCO, AND ROUTT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

ELEC0969-006 01/01/2019

OURAY, PITKIN, SAN JUAN AND SAN MIGUEL COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.80	10.92

ELEC0969-010 06/01/2019		

DELTA AND MONTROSE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

ENGI0009-004 05/01/2023		

	Rates	Fringes
Power equipment operators:		
Mechanic.....	\$ 34.58	14.25
Motor Grader: Blade-finish..	\$ 34.58	14.25
Motor Grader: Blade-rough...	\$ 34.05	14.25
Roller: self-propelled, all types over 5 tons.....	\$ 34.05	14.25
Roller: self-propelled, rubber tires under 5 tons...	\$ 33.62	14.25
Trackhoe.....	\$ 34.21	14.25

PLUM0003-003 06/01/2023		

CLEAR CREEK, GILPIN, GRAND, JACKSON, LAKE, LOGAN, MORGAN, PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON, AND YUMA. PARTS OF ELBERT, EAGLE, KIT CARSON, LINCOLN, AND PARK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 48.23	19.77

PLUM0058-010 07/01/2023		

ALAMOSA, BACA, BENT, CHAFFEE, CHEYENNE, CONEJOS, COSTILLA, CROWLEY, CUSTER, ELBERT (Southern portion including towns of Elbert, Matherson and Simla), FREMONT, HUERFANO, KIOWA, KIT CARSON (Including towns of Dfalgler, Siebert, Vona, Stratton and Bethune), LAS ANIMAS, LINCOLN (Including towns of Geona and Arriba in the southern portion of the county), MINERAL, OTERO, PARK (Including towns of Fauplay, Hartsel and Lake George), PROWERS, PUEBLO, RIO GRANDE, AND SAGUACHE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 43.90	16.83

PLUM0058-012 07/01/2023		

TELLER COUNTY

	Rates	Fringes
PLUMBER Includes HVAC Work.....	\$ 43.90	16.83

PLUM0145-004 07/01/2023		

ARCHULETA, DELTA, DOLORES, EAGLE (Eagle County is divided from where Pitkin and Lake Counties join on the north, and in a straight line to and including the town of Edwards and northerly to the south east corner of Routt County), GARFIELD, GUNNISON, HINSDALE, LA PLATA, MOFFAT, MONTEZUMA, MONTROSE, OURAY, PITKIN, RIO BLANCO, ROUTT, SAN JUAN AND SAN MIGUEL COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 37.57	14.93

 * SUC02001-005 12/20/2001

	Rates	Fringes
Carpenters:		
Form Building and Setting...	\$ 16.16 **	.82
All Other Work.....	\$ 15.72 **	
Cement Mason/Concrete Finisher...	\$ 14.76 **	2.28
Laborer, common.....	\$ 11.11 **	3.80
PIPEFITTER.....	\$ 18.13	1.84
Power equipment operators:		
Backhoe.....	\$ 15.93 **	3.58
Bobcat/Skid Loader.....	\$ 20.22	4.41
Bulldozer.....	\$ 15.08 **	4.44
Excavator.....	\$ 15.39 **	
Front End Loader.....	\$ 15.86 **	3.59

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF HARDESTY ENGINEERING AND MAPPING, LLC AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF HARDESTY ENGINEERING AND MAPPING, LLC.

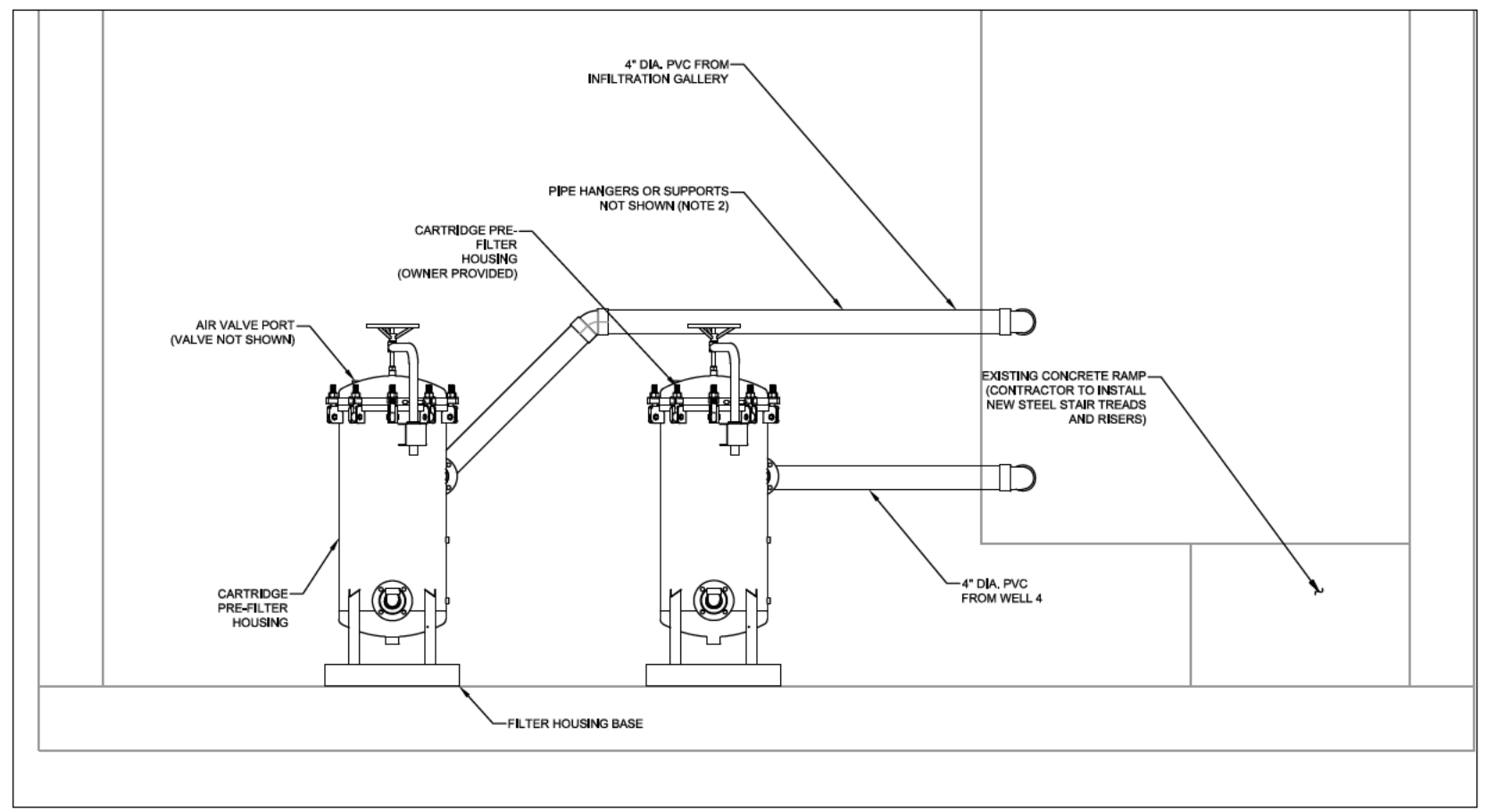
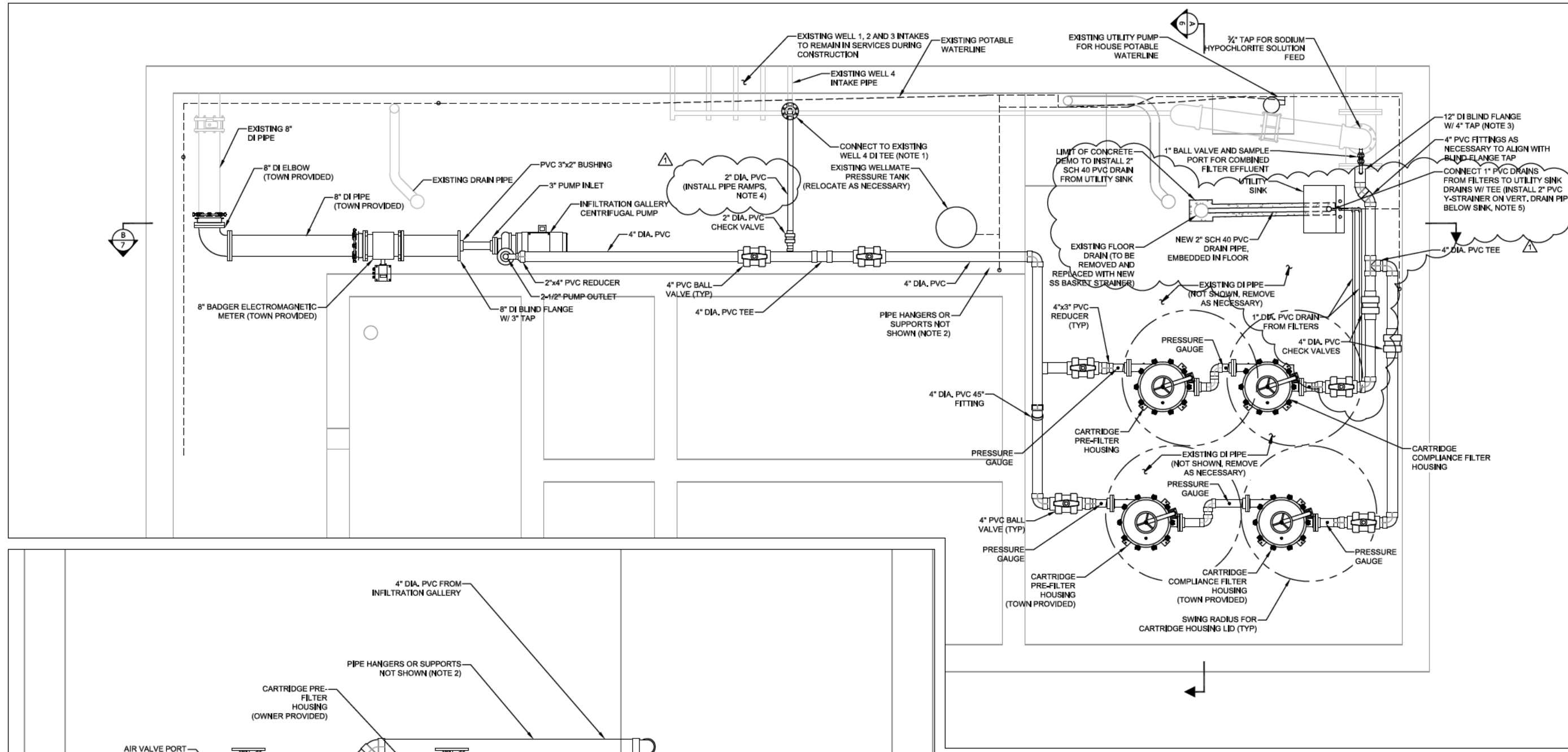


NO.	DATE	ISSUE/REVISION	DRN	CHK	APP
1	9/18/23	ADDENDUM 1	KLH	KLH	KLH
-	8/18/23	ISSUED FOR BID	KLH	EJD	KLH
		ISSUE/REVISION			

BEAVER CREEK WTP UPGRADE PROJECT

CARTRIDGE FILTERS PLAN AND SECTIONS

PROJECT NO.	
DWG. NO.	6
SHEET NO.	6 OF 8



PLAN
CARTRIDGE FILTERS

0 1 2 4 6
SCALE: 1/2" = 1'-0"

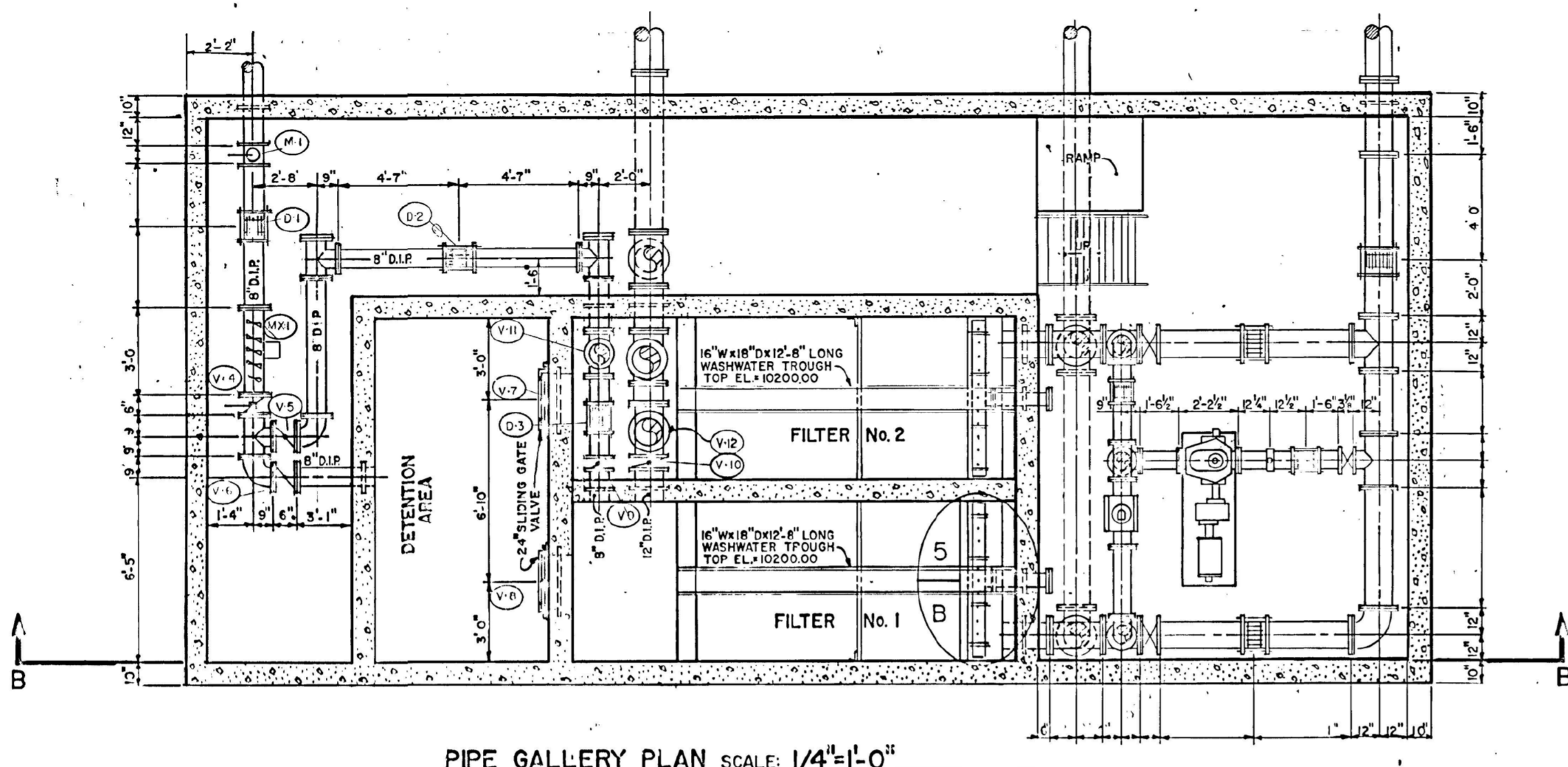
SECTION

A
6

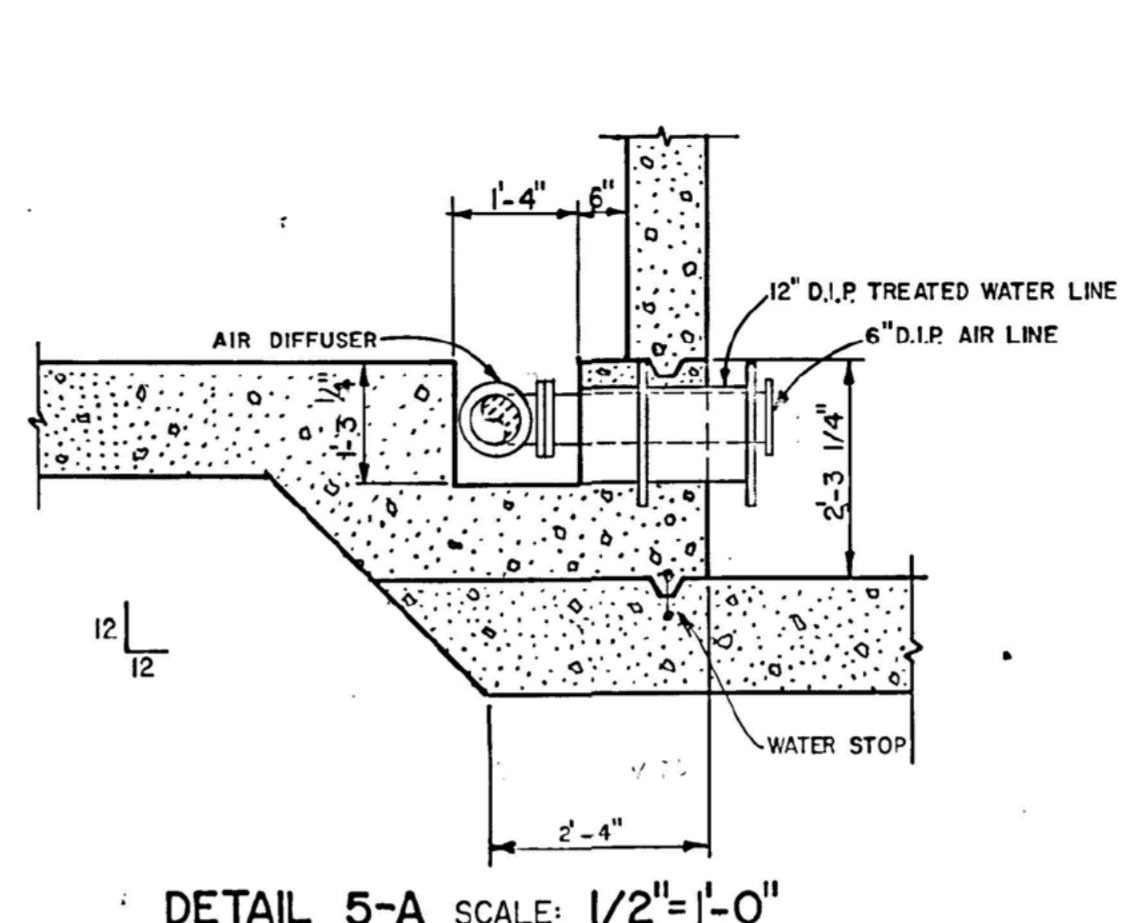
0 1 2 4
SCALE: 3/4" = 1'-0"

NOTES:

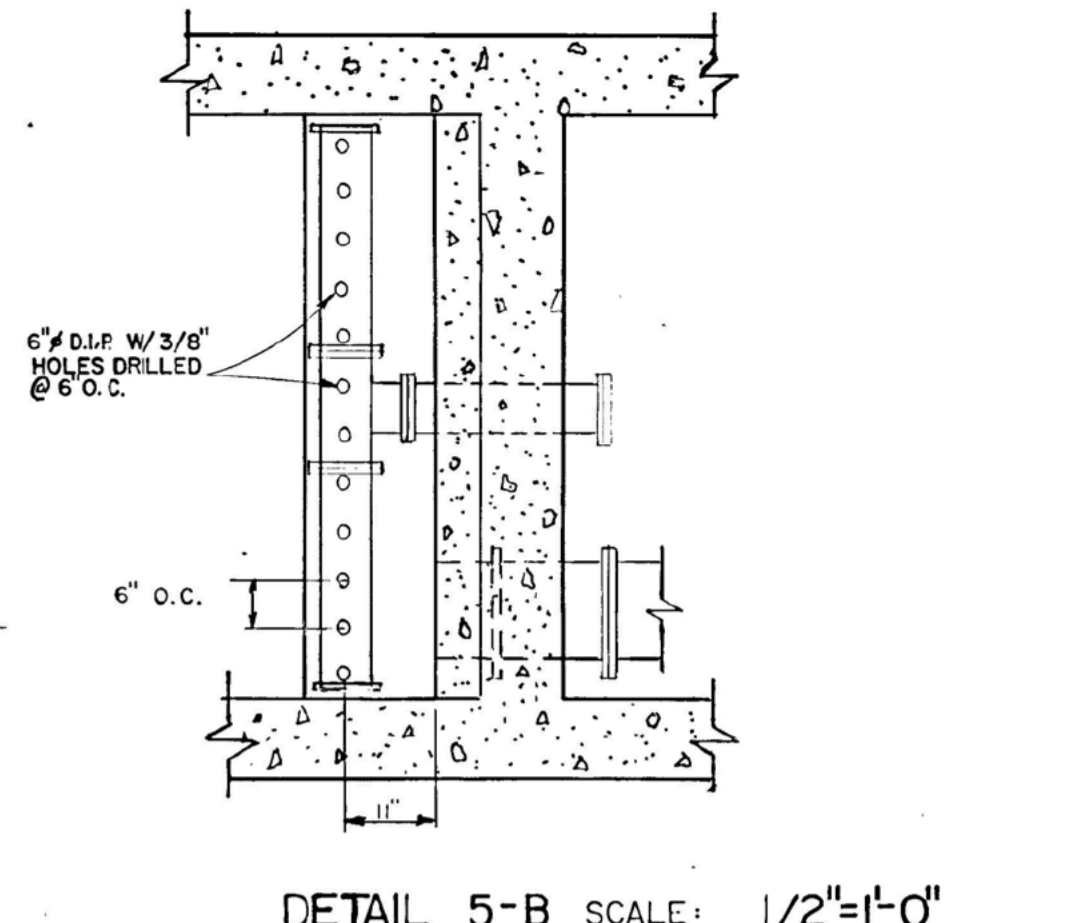
- NEW 2" PVC PIPE INSTALLS TO DUCTILE IRON TEE WITH FLANGE ADAPTER.
- PIPE SUPPORTS SHALL BE SIMILAR TO EXISTING UNSTRUT PIPE SUPPORTS.
- INSTALLATION OF 8" DI BLIND FLANGE AT WTP EFFLUENT SHALL BE COORDINATED WITH TOWN OPERATORS. TOWN WILL BE RESPONSIBLE FOR ISOLATING TANK PRIOR TO INSTALLATION OF BLIND FLANGE.
- PIPE RAMPS SHALL BE HAND-RAMP HOSE PROTECTOR RAMPS SIZED FOR 2-INCH DIAMETER PVC, OR APPROVED EQUIVALENT.
- 2-INCH PVC Y-STRAINER FOR UTILITY SINK DRAIN SHALL BE SPEARS OR HAYWARD AND SHALL BE INSTALLED VERTICALLY, ABOVE THE CONNECTION WITH THE 1-INCH DRAIN LINES FROM THE FILTERS.



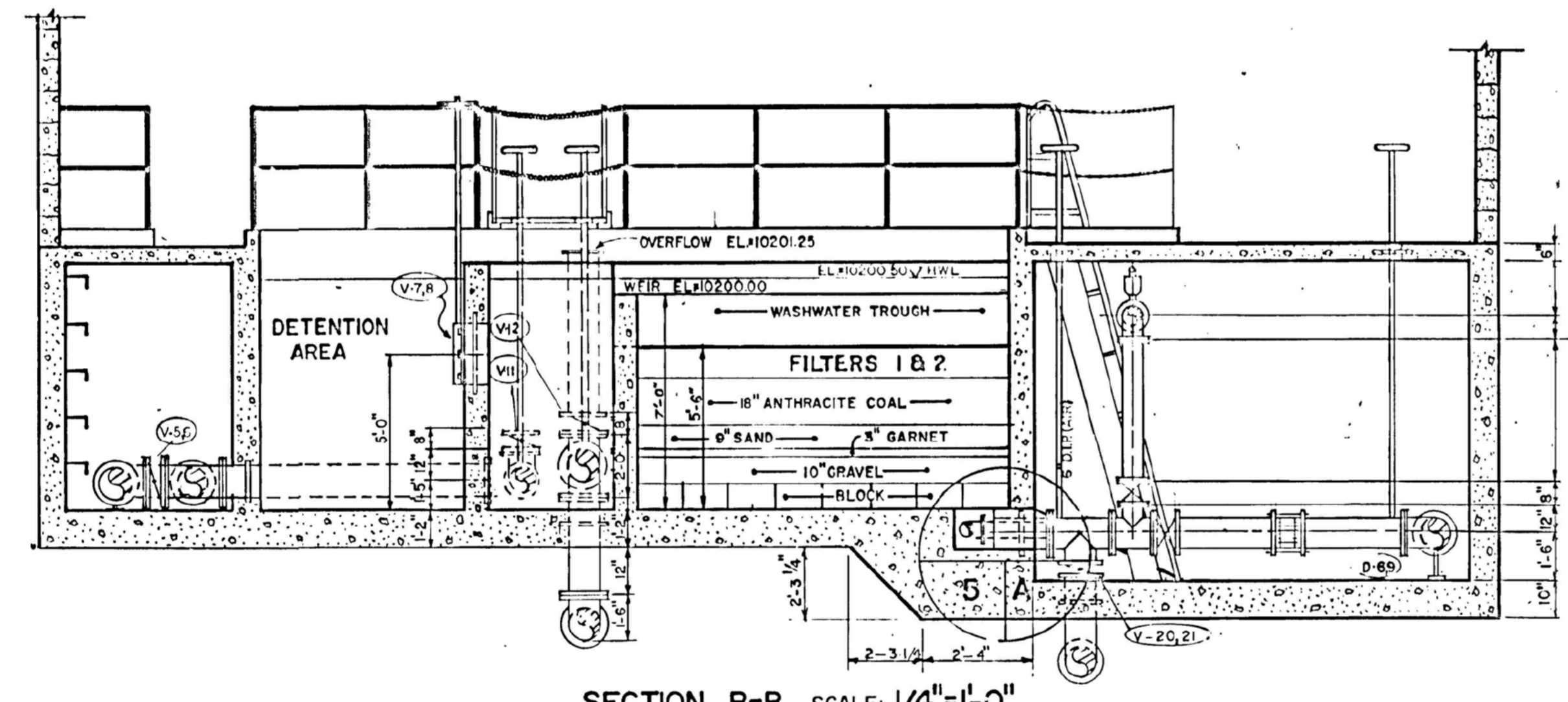
PIPE GALLERY PLAN SCALE: 1/4"=1'-0"



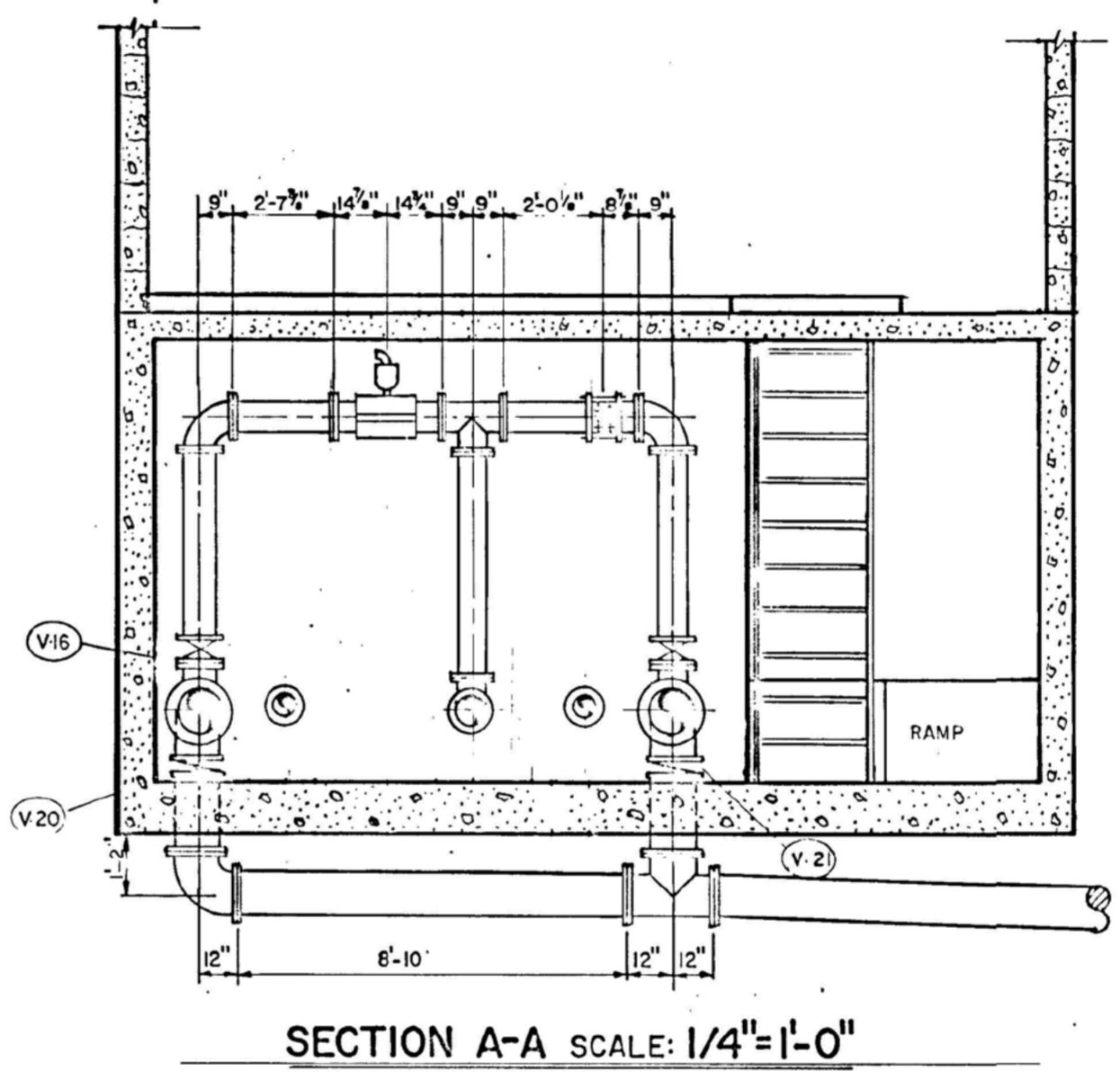
DETAIL 5-A SCALE: 1/2"=1'-0"



DETAIL 5-B SCALE: 1/2"=1'-0"

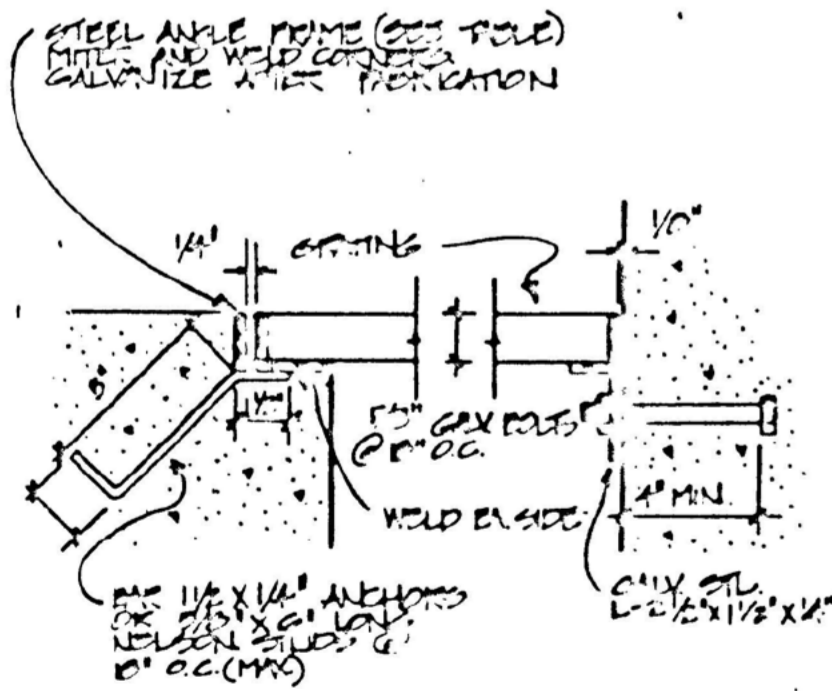


SECTION B-B SCALE: 1/4"=1'-0"



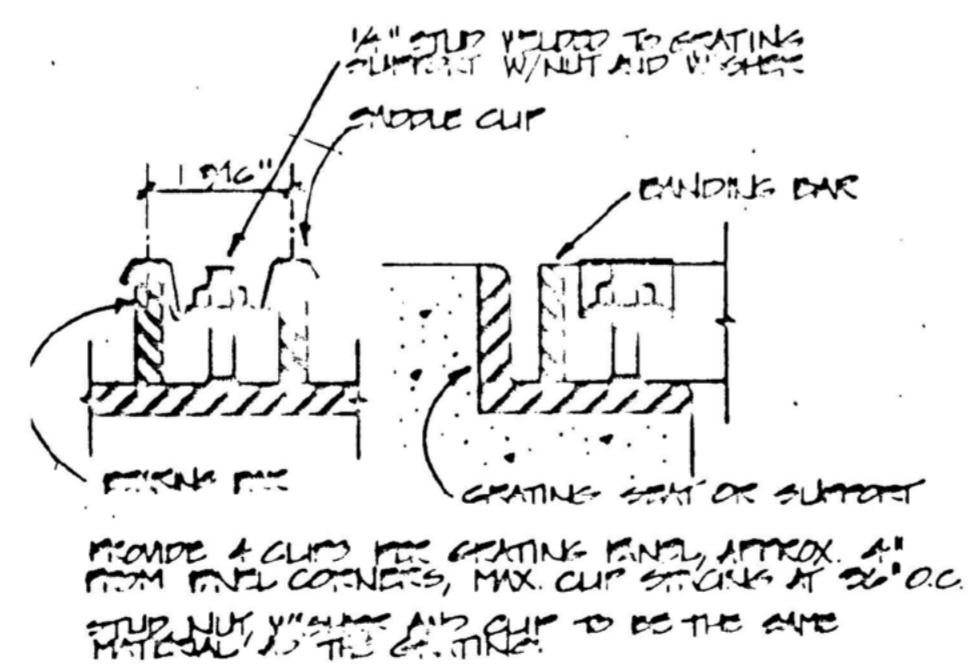
SECTION A-A SCALE: 1/4"=1'-0"

NOTE: DIMENSIONS SHOWN ON PIPING ARE NOMINAL, PREPARE SHOP DRAWINGS W/ ACTUAL DIMENSIONS FOR PIPING INSTALLATION.

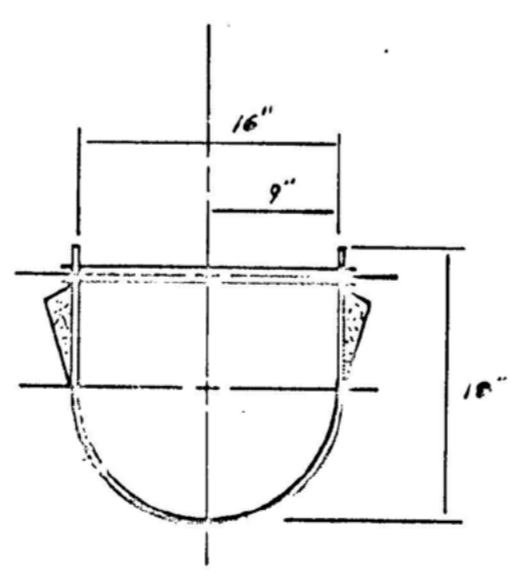


TYPE	GRADE	APPLIC.	TYPE	THICK.	NOTE
1	1"	18x14x1/4	C	2 1/2"	18x22x1/4
2	1 1/4"	18x12x1/4	D	2 1/2"	18x22x1/4
3	1 1/2"	18x10x1/4	D		
4	1 3/4"	18x8x1/4			
5	2"	18x6x1/4			

SPACING OF BATHING AS NOTED ON OTHER SHEETS SHALL BE 12" ON CENTER. ALL ENDS AND CORNERS SHALL BE FINISHED. ALL GRATING SHALL BE SECURED IN PLACE WITH PROPERLY FITTED BOLTS. HEIGHT OF GRATING SECTION SHALL NOT EXCEED BELOW.



GRATING ANCHOR NO SCALE



TYPICAL WASHWATER TROUGH SECTION SCALE: 1"=1'-0"

WASHWATER TROUGH TO BE FIBERGLASS REINFORCED POLYESTER RESIN COLOR TO BE "BLUE-GREEN."

GALVANIZED STEEL GRATING BEATING EXPOSED SURFACE TO 1/16" @ 1/16" O.C. CROSS BARS @ 4" O.C.

	TOWN OF FAIRPLAY PARK COUNTY, COLORADO	
	FAIRPLAY WATER TREATMENT FACILITIES	
PIPE GALLERY PLAN PLANT SECTIONS		
PROJECT NO. 85-43A	LADD ENGINEERING	CONSULTING ENGINEERING
DESIGN: FCL/RAM	WHEATRIDGE, COLORADO	LAND SURVEYING
DRAFTING: JRA/RAM	DATE: JANUARY, 1986	DRAWING: 5 OF 17
CHECKED: FCL		

**CONTRACT DOCUMENTS FOR THE TOWN OF FAIRPLAY
BEAVER CREEK WATER TREATMENT PLANT UPGRADE PROJECT**

ADDENDUM NO. 2

To: All Bidders

Date: September 25, 2023

The purpose of this Addendum is to provide additional clarification and to make specific Contract Document revisions. Capitalized terms used herein shall have the same definitions as assigned in other Contract Documents. The provisions of this Addendum No. 2 are part of the Contract Documents and the provisions of this Addendum shall take priority over and supersede any provision of an earlier issued Contract Document to the extent any conflict between such provisions exists.

The following questions were submitted and the responses are provided below.

1. Will the Owner furnished filter housings require new filter cartridges?

No. The filter housings currently have filters installed.

2. What length is required for the pipe cover ramps?

The desired length (width of the ramp along the pipe) should be 36". If this length is not available or is difficult to obtain, other lengths may be considered.

3. Do you have a make and model for the SS basket strainer found at the replacement of the existing floor drain per addendum #1?

The basket strainer callout is no longer valid. The inline y-strainers replace the need for the basket strainer. The callout is amended to read as follows "Existing floor drain (to be connected to new 2" floor drain from utility sink)".

4. For bid item 7a, will the town have the pitless exposed to replace with the slide pitless adapter, or does this need to be part of the cost for the contractor?

This is part of the cost for the Contractor.

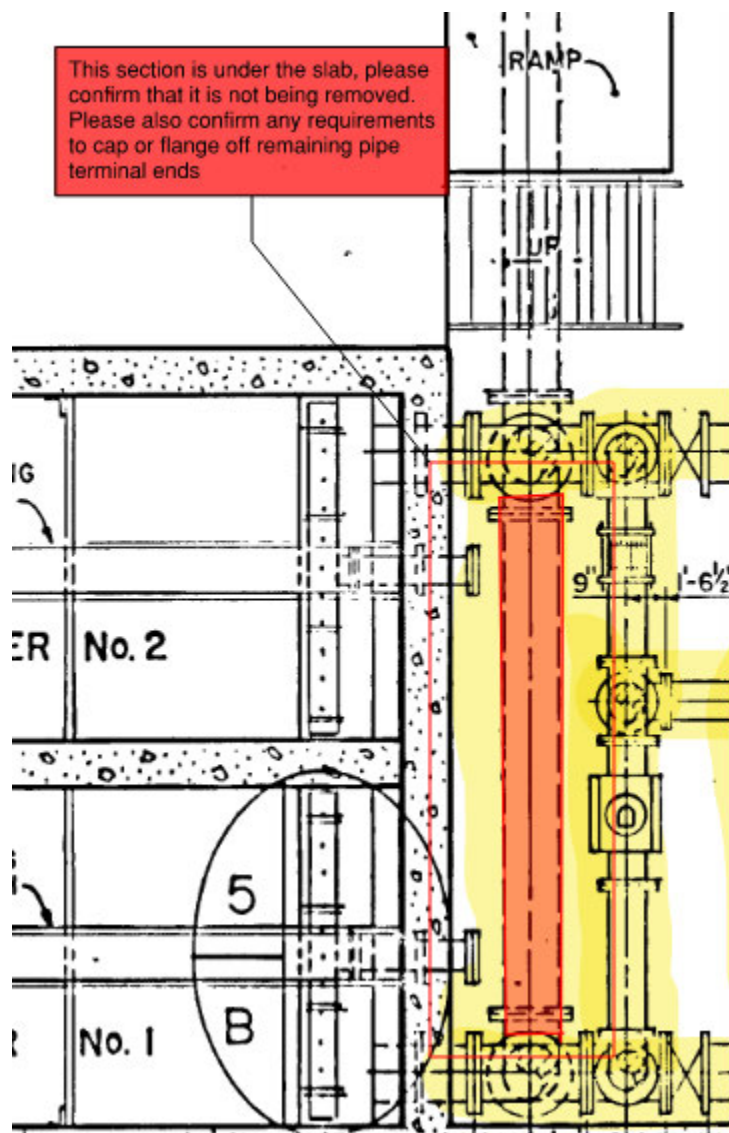
5. Is the required slide pitless the piece inside the casing that needs to be replaced for bid item 7a?

The pitless adapter is installed through the well casing. It will need to be accessed both from the inside and outside of the well casing.

6. What size is the waterline leaving well 4 for the pitless?

We do now know the size of the waterline leaving Well 4. The well is rated at 40 gpm. We are assuming it is a 2" waterline, but that will need to be confirmed by the Contractor in the field.

The following images were provided for clarification.



The section of pipe beneath the slab is not being removed. Any remaining stubs from the floor or tank will need to be flanged off.

The following additions, deletions and corrections are made to the Contract Documents.

DRAWINGS

REVISION: Sheet 6: Call out for the floor drain amended as follows: *"Existing floor drain (to be connected to new 2" floor drain from utility sink)"*.



November 2, 2023

Ken Hardesty, PE
Hardesty Engineering & Mapping, LLC
2062 Dolomite Way
Castle Rock, CO 80108

Re: Cost Revision/Savings Proposal for the Town of Fairplay – Water Treatment Plant Upgrade Project.

Dear Mr. Hardesty,

Velocity Constructors, Inc. has reviewed the bid for the Town of Fairplay – Water Treatment Plant Upgrade Project. Per our post-bid conversations, we have prepared a revised estimated value of \$470,000. This revised value is a result of deleting work and revising the electrical/instrumentation scope of work per the new quotation provided by Hardesty and the City of Fairplay. The overall revised value is realized assuming the following:

- Removal from scope of all work associated with the shower and safety shower (Bid Item 4) in its entirety.
- Removal from scope of all work associated with the upgrade of the Infiltration Gallery (Bid Item 6) in its entirety.
- Removal from scope of all work associated with the upgrades to wells 2, 3, and 4 (Bid Item 7) in its entirety.
- Removal from scope of the new pitless at Well 4 (Bid Item 7A) in its entirety.
- Revision of the electrical and instrumentation (Bid Item 9) to work as described in the attached Triangle quotation.

Velocity is of the understanding that this value will be used to generate the original contract value if acceptable.

In addition, Velocity has been asked to add a buried valve in the existing influent piping. This installation will be value engineered after award.

Velocity Constructors, Inc. looks forward to working with you on this project.

Respectfully,

A handwritten signature in blue ink, appearing to read "John Swain", is written over a light blue circular stamp.

John Swain
Senior Estimator



Town of Fairplay

POLICE DEPARTMENT



To: Janell Sciacca, Town Administrator
From: Jeff Worley, Chief of Police
Date: November 6, 2023
Re: Fairplay Police Department Reorganization Update

Summary of Prior Two Months

- The Police Department's Lexipol account was reactivated, and formal departmental policy is in the process of being updated, finalized and published.
- Job descriptions for the positions of Police Officer, Police Sergeant, and Police Chief were updated. Job descriptions for the positions of Police Detective (future position) and a combined Records Technician/Evidence Manager Administrative Assistant (to be filled in 2024) were also created and submitted for consideration.
- A Career Development Plan is "in the works" that will allow officers intra-rank promotional opportunities with commensurate increases in pay (e.g. Police Officer I => Police Officer II => Senior Officer; or Sergeant => Master Sergeant). This career path tool is designed to avail officers advanced training to help them become more effective employees, a move that will consequently benefit the community.
- As part of its hiring process for new officers, Fairplay PD hired three officers in October and anticipates that an offer will be made to three more candidates by mid-November. One of the new hires is a non-POST certified candidate, but El Paso County Sheriff's Office, who is hosting a regional academy, has offered to certify this candidate (and any other future officers) at *NO COST* to the Town of Fairplay, a significant financial savings. With these new hires, FPD will be at its full complement. Following the completion of internal structuring and the field training of new officers, FPD should be operational by the end of March 2024.
- An official audit of FPD's evidence room (a major goal given the great liability posed to law enforcement agencies by concerns related to property and evidence retention and management) was conducted by an outside agency. There were no serious issues found, and those minor problems identified are easily being remedied.
- SPAD has generously offered FPD temporary sleeping quarters to its officers at *NO CHARGE* to the Town for officers to be housed in the respective stations. A second meeting with and NW Fire Protection District was also potentially fruitful toward this



Town of Fairplay

POLICE DEPARTMENT



end. (*Note:* Shared housing with SPAD and NWFPD is meant to be only a short-term solution to our officers' housing dilemma and is probably the most viable immediate recourse.)

- In furtherance of the major objective of providing the Town not only with a new police facility (and one that would provide a solution for the issues related to the high cost of living / housing problem and the new fire service schedule for officers) that will better serve our citizens but also other governmental infrastructures and related benefits, former PD officer Tom Flannery proposed a new position with the Town as a grant writer, a position that would tap into the abundance of Federal and State dollars available for such purposes.
- FPD's vehicle fleet was inspected, a needs assessment completed, and the interiors thoroughly cleaned; each police vehicle was subsequently outfitted with the necessary equipment to be "patrol ready."

Current Updates

- Sgt Grover has not only been trained in the Colorado Open Records Act (CORA) she has also received training through a certified program concerning evidence maintenance procedures and laws, all in preparation for FPD's new combined duties position of Police Records Technician / Evidence Manager to be filled in 2024.
- To relieve the Department's aging fleet, an order has been placed with John Elway Chevrolet to purchase three 2024 patrol vehicles, an acquisition that will be funded via the Internal Service Fund (ISF). Delivery is tentatively scheduled around the end of the first quarter of next year. A vehicle "upfitting" company is being determined that would equip the new vehicles with emergency equipment.
- A meeting with the Alma Town Administrator was beneficial in that he offered the use of sleeping quarters by our officers, facilities that have been updated and would be available immediately.
- We have contacted several manufacturers of modular government buildings and requested floor plans (based on the Department's needs and workflow) and quotes for a potential new police facility as an estimate of what such a structure project would cost. Palomar, RamTech, and Eagle Creek Modular have all replied. Two have already provided layouts, and we are awaiting quotes.



MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Donovan Graham, Director of Public Works

RE: Staff Report

DATE: November 6, 2023

I would like to start off by letting the board know that public works crew has completed the curb painting of all no parking curbs on Main St. as well as 6th St. except for the one in front of Salon Mexico as they are currently driving equipment over the curb.

The public works crew came in on Sunday the 29th to complete our first snow shift and I believe all went well.

Deron from SGM is currently working on the plans for the Hathaway water line upgrade. We have a good plan of attack on how to have minimal water outage time while still being able to do proper testing of the newly added and disinfected water line.

Mark is back from his vacation so public work is at full staff, we are continuing our Cirsa training during slow periods to keep staff up to date.

I am currently waiting for several bids to be returned for some equipment and am continuing to work on our budget process.

If there are any questions please feel free to ask.

MONTHLY REPORT

TO: Mayor and Board of Trustees
 FROM: Janell Sciacca, Town Administrator / Clerk
 RE: Monthly Report
 DATE: August - October, 2023 Monthly Report



PROJECTS

1. RIVER PARK PHASE 2
 - The clearance for environmental has been approved and an updated estimation of costs was returned to CDOT. We will begin updating the RFP and must submit an overmatch letter as the new estimates are more than the \$1M grant award. All funding for this project is shifting to 2024.
2. INFILTRATION GALLERY / WELL #4
 - Both the CWRPDA and DOLA funds have been secured, RFPs were received, and a contractor was selected. The Notice of Award has been sent out and the Board will consider a construction agreement with Velocity Constructors for completion of the Water Treatment Plant Upgrade Project.
3. 501 MAIN
 - Multiple meetings were held on-site with JOC Construction and their sub RTA Architects to discuss design of the building which will be split up into phases. Phase I is the remodel of the northwest corner office and green room to accommodate the South Park Chamber of Commerce and Visitor Center.
 - After several designs were submitted, the Board reviewed and generally agreed to one with some minor changes. That design is attached and I am awaiting a final cost, but Kiryl Kavalenka believes it can still come in under \$400,000.

ACTIVITIES

- Jennie Danner was appointed and sworn in as the Town Treasurer on August 7!
- Staff worked with CDOT and American Civil Constructors to facilitate a week-long shut down of the intersection of US285 & CO9 to facilitate drainage improvements.
- Phoenix Technology discovered some grounding issues in Town Hall and an Electrician was brought in to make necessary improvements and new power supplies were obtained for all the workstations.
- A Land Banking application was submitted for a potential project on the County's land at 5th and Clark, but was not awarded.
- CEBT delivered the Town's benefits renewal letter, and the overall increase is only 5%.
- CIRSA conducted our annual Audit and Property Survey. Overall results were consistent with past years and there were no major issues. Staff will focus more on training and possible implementation of a safety committee next year.
- Job descriptions were updated and sent to Employers Council of Colorado for review. They will be used in conducting a Pay Schedule update.
- Staff began researching impact fees for possible implementation in 2024. Deron Dirksen of SGM has indicated he can perform a necessary analysis and make recommendations for implementation.
- A Pre-Bid Meeting and Tour of the Water Plant was held on September 6 with Staff, Bill Hahn, Ken Hardesty and possible contractors touring the site.
- Staff met with JOC Construction and RTA architects at 501 to begin discussing Phase I renovations for the Chamber and Visitor Center.

- Bill Hahn, Ken Hardesty and I held a meeting with our Water Attorney Matt Poznanovic to review filings and prepare a response for the Whispering Aspen Case No. 22CW3216. That case is on-going at this time.
- Staff met with Brett Parsons of ColoTrust to go over the Town's investments. Brett will be scheduled to meet and present to the Board after the first of the year.
- Staff began meeting in September to discuss the preliminary 2024 Town budget.
- Jeff Worley was appointed and sworn in as Chief of Police on September 11!
- Staff participated in a CWCB Flood Study Check-In meeting on progress of the on-going study process.
- Staff held its Quarterly Check-In Meeting with Mike Fisher of Phoenix Technology to begin discussing budget needs for 2024 and review 2023 activities.
- Staff met with Plante Moran to discuss a possible contract for 2024 for oversight and support for financial functions in 2024. This would be an hourly fee on an as-needed basis.
- Staff held a virtual meeting with JOC Construction and RTA architects to review preliminary concept designs for Phase I of 501 Main.
- Mayor Just and Staff hosted Mrs. Rollo's 1st Grade Class at Town Hall on September 19 – It is always the most enjoyable experience!
- Mayor Pro Tem Dodge and I attended the CFR TPR on October 9. I attended remotely and Dodge attended in person. At this meeting there was discussion about a potential Job Order change for the US285 & CO9 project to incorporate a Mill & Fill for Main Street. I reached out to American Civil representatives and they had not been made aware of this so Scott and I will continue to bring this up in hopes of having Main repaved during the current project.
- Mayor Pro Tem Dodge and I met with representatives of the Colorado Division of Housing to discuss the Town's Prop123 baseline for Affordable Housing in preparation for submission of a Letter of Intent.
- Staff submitted the Letter of Intent for Prop123 ahead of schedule and the Town is now officially on the eligibility list for this funding.
- A meeting was held with the pay survey consultant to go over data for the Pay Factors calculations.
- Chief Worley and I met with former Officer Tom Flannery to discuss a possible grant-writing position or contract with the Town. This will be brought up during budget discussions.
- Trustee Lynn and I attended the BOCC Town Hall on Property Taxes held October 12. Other Board members attended online and the Commissioners suggested entities look at taking a temporary reduction in their Mill Levy to help alleviate tax payer impacts from the record high valuations.
- Staff has been able to make progress on meter repairs, replacements and readings which will further help the Town with reconciliation of our Water Loss and Production.
- Staff met with new Xcel Energy High Country Area Manager Blair McGary. She took over for Nathan who moved to the Central Front Range.
- Staff attended a Quarterly PPACG City/Town/County Managers Meeting on October 26. Property Taxes, Staffing, Training for Staff and Elected Officials an Legislation were topics of discussion.

DEVELOPMENT / LAND USE / BUILDING

- ★ A Pre-Application meeting was held for the proposed Park County Village.
- ★ Staff held Development Review Meetings on Tuesday, September 5 and Thursday, November 2. There have been no new large scale projects submitted and Staff will return focusing on needed improvements to the UDC, Annexation Plan and Comprehensive Plan.
- ★ Staff is working with Habitat to update the Improvements Agreement that was previously posted. Their letter of Credit expired and many improvements in the construction schedule were not completed as scheduled. Staff will provide additional updates. However, the matter may need to come back before the Board.

IMPORTANT UPCOMING MEETINGS OR EVENTS

Thursday, November 16 – Park County Intergovernmental Meeting – at South Park High School

Monday, November 20 – 2nd Public Hearing on the 2023 Amended and 2024 Preliminary Budgets