



**AGENDA for a Regular Meeting**  
**of the Board of Trustees of the Town of Fairplay, Colorado**  
**Monday, January 8, 2024, at 6:00 p.m.**  
**Fairplay Town Hall Meeting Room 901 Main Street, Fairplay Colorado**  
 (Click the Meeting ID: [211 357 427 845](#) to join by TEAMS/Passcode 8sYwSC)

**5:00 P.M. WORK SESSION** – Presentation from SGM regarding development of Town of Fairplay Water Model.

- I. **6:00 PM – 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 PRIOR MEETING MINUTES** of September 18, 2023.
  - B. **APPROVAL OF PRIOR MEETING MINUTES** of October 16, 2023.
  - C. **APPROVAL OF EXPENDITURES** – Paid bills for all Town funds from December 1, 2023 through January 4, 2024 in the amount of **\$181,315.08**.
  - D. Should the Board of Trustee Approve the Adoption of Resolution No. 1, Series of 2024, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ESTABLISHING REGULAR MEETING DATES AND DESIGNATING THE PUBLIC PLACES FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW FOR THE CALENDAR YEAR 2024.**"? *This resolution, approved annually, sets forth the Regular Board of Trustee Meeting dates for all of 2024 and designates the public locations in Town for posting the associated meeting notices.*
  - E. Should the Board Approve Adoption of Resolution No. 2, series of 2024, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO DETERMINING THAT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON APRIL 2, 2024 SHALL BE A MAIL BALLOT ELECTION.**"? *This routine resolution establishes that the April 2, 2024 Regular Fairplay Municipal Election will be conducted as a Mail Ballot Election.*
  - F. Should the Board Approve Adoption of Resolution No. 3, series of 2024, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN UPDATED PROFESSIONAL LEGAL SERVICES AGREEMENT WITH WILSON WILLIAMS LLP D/B/A WILSON WILLIAMS FELLMAN DITTMAN.**"? *This resolution approves inflationary fee increases for legal services as well as a new trade name for the Town's law firm.*
- VI. **CITIZEN COMMENTS** *(This item allows for the public to sign up to address the Board on matters that are not already on the agenda)*
- VII. **PROCLAMATIONS, PRESENTATIONS AND UPDATES**
  - A. Mayor's Proclamation nominating the Royalty for the Fairplay Mountain Mardi Gras to be held Saturday, February 10, 2024.
  - B. Presentation by U.S. Forest Service regarding Kite Lake Project Improvement Plan.
  - C. Presentation from HomeServe USA regarding ServLine Utilities Protection Insurance.
  - D. Presentation from South Park Food Bank regarding 2023 activities.
- VIII. **NEW BUSINESS**
  - A. **FIRST READING** – Should the Board of Trustees Approve the Adoption of Resolution No. 4, Series of 2024, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A TEMPORARY LEASE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND THE SOUTH PARK FOOD BANK FOR USE OF SPACE AT 501 MAIN STREET.**"? *The Board will consider a resolution approving a lease agreement with the South Park Food Bank for continued use of a portion of the Town-owned facility at 501 Main Street.*
  - B. **FIRST READING** – Should the Board of Trustees Approve the Adoption of Resolution No. 5, Series of 2024, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WARM SPRINGS CONSULTING, L.L.C. FOR OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES FOR THE TOWN OF FAIRPLAY WATER TREATMENT FACILITY.**"? *The Board will consider a resolution approving an agreement with a Certified Water Professional for operation of the Fairplay Water Distribution System.*
  - C. **FIRST READING** – Should the Board of Trustees Approve the Adoption of Resolution No. 6, Series of 2024, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WARM SPRINGS CONSULTING, L.L.C. FOR OPERATOR IN RESPONSIBLE CHARGE SERVICES (ORC) FOR THE TOWN OF FAIRPLAY WASTEWATER TREATMENT FACILITY.**"? *The Board will consider a resolution approving an agreement with a Certified Water Professional for operation of the Fairplay Wastewater Collection and Treatment System.*
  - D. **FIRST READING** – Should Approve the Adoption of Resolution No. 7, Series of 2024, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2023 TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF FAIRPLAY, FOR THE 2024 BUDGET YEAR.**" *The Board will consider a resolution approving the annual levying of property taxes for the 2024 Budget.*
- IX. **PUBLIC HEARINGS**
  - A. **FIRST READING** – Should the Board Approve Adoption of Ordinance No. 1, series of 2024, entitled, "**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AMENDING SECTION 13-1-80 OF THE FAIRPLAY MUNICIPAL CODE ESTABLISHING A SENIOR DISCOUNT RATE FOR WATER SERVICE.**"? *The Board will consider an ordinance establishing a senior discount rate for water service.*
- X. **BOARD OF TRUSTEE AND STAFF REPORTS**
  - A. Discussion regarding restructuring of the Town Public Works Department.
- XI. **ADJOURNMENT**

**Upcoming Meetings/Important Dates**

Martin Luther King, Jr. Holiday – Town Offices Closed	Monday, January 15, 2024
Board of Trustees Regular Meeting	Monday, January 22, 2024
Board of Trustees Regular Meeting	Monday, February 5, 2024
Fairplay Mountain Mardi Gras Celebration	Saturday, February 10, 2024

*This agenda may be amended. Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and on The Town of Fairplay Website ([www.fairplayco.us](http://www.fairplayco.us)) on Friday, January 5, 2024*

**MINUTES OF THE REGULAR MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
September 18, 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, September 18, 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 and Pete Lynn. Trustee Voorhis was excused due to a work commitment.

Staff in attendance were Town Administrator / Town Clerk Janell Sciacca, Town Planner Scot Hunn (online), Special Projects Coordinator Alex Wagner, Public Works Director Donovan Graham, and Chief of Police Jeff Worley.

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

- A. **APPROVAL OF REGULAR MEETING MINUTES** – July 17, 2023.
- B. **APPROVAL OF SPECIAL MEETING MINUTES** – July 24, 2023.
- C. **APPROVAL OF EXPENDITURES** – Paid bills for all Town funds from August 17, 2023 through September 14, 2023 in the amount of **\$319,972.82**.

**Motion #2** by Trustee Douglas, seconded by Mayor Pro Tem Dodge, that the Consent Agenda be approved with the minutes as written and expenditures as stated. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Lynn – aye. The motion carried unanimously.

**CITIZEN COMMENTS** – None.

**PROCLAMATIONS, PRESENTATIONS AND UPDATES**

- A. Presentation from Ben Langenfeld of Lewicki & Associates regarding proposed Elle Belle Mine Asphalt and Concrete Plant to be located on 45.04 acre parcel of land located northwest of downtown Fairplay between Platte Drive, CR-14 and CO-9.

Town Administrator Sciacca provided an introduction and announced that the pending application was outside the Town's jurisdiction, but as part of the process, the applicant was advised to contact the Town and obtain general input prior to formal submission. Langenfeld introduced himself and provided an overview of a proposed project reviewing the packet document. The proposal will go before the Park County Planning Commission and Board of Commissioners. He provided details on the proposal and responded to questions from the Board and audience reporting the subject property is owned by Scott Downing's company South Park Aggregates and he is looking to use the rock and cobble and sand and hired Langenfeld to secure the necessary permits. He stated that there were many positive comments received from those who had a strong desire to have the materials available for construction nearby. Interested citizens were encouraged to monitor the Park County agendas for the item going before the

Planning Commission and Board of Commissioners and provide their official input there due the fact they would be officials approving or denying the application.

### **NEW BUSINESS**

**A. FIRST READING** – Resolution No. 28, 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 ERICA DAVIS FOR THE 680 BOGUE STREET GUTTER PROJECT.**”

Special Projects Coordinator Alex Wagner presented an overview of the proposed project application for funding to install new gutters on their home and garage. Wagner reviewed the funding available and recommended approval as presented in the amount \$785.00. He introduced the applicant Gregg Davis who was in attendance. Davis provided an overview of the proposal for the gutters. Mayor Just recognized former Town Attorney Lee Phillips for introducing the PIIP program to the Town and noted it had resulted significant aesthetic improvements throughout Town.

**Motion #3** by Mayor Pro Tem Dodge, seconded by Trustee Lynn, to approve Resolution No. 28, Series of 2023, as presented approving a PIIP agreement for the 680 Bogue Street Gutter Project. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Lynn – aye. The motion carried unanimously.

**B. ARCHITECTURAL REVIEW COMMITTEE** – Consideration of an application from the Center of Colorado Water Conservancy for a Certificate of Appropriateness for the construction of a sidewalk, ramp and railing in the Town Center Overlay District for the commercial building located at 548 Front Street.

Town Planner Scot Hunn introduced and provided an overview of the proposed project. He noted that because the property is within the Town Center Overlay District, the overlay design standards apply to the review. He noted the project included a new sidewalk and ADA ramp with railings as well as repair of cracks and stucco deterioration and resurfacing of the existing parking area under the portico. Hunn reviewed the Staff Report and summary of UDC requirements and standards and the findings for each applicable section. He noted that it was discovered that there was an encroachment of the existing building into the Town's right of way, and therefore the sidewalk and the ramp and the railings would be all going to be within the town's right of way. He suggested a survey and encroachment agreement of license be completed to protect the applicant and the Town. Hunn reviewed the Staff recommendation that the project conforms to the intent and purpose of the Town Center Zone District, brings the existing building and use further into compliance with building and access (ADA) codes and will be compatible with the historic style, quality e and characteristics of the surround buildings. He recommended approval with three (3) conditions as listed in the Staff Report and any others that may be requested by the Board of Trustees.

CCWCD applicant representatives Craig Steinmetz and Lisa Barden-Brown (online) appeared to answer questions. Steinmetz provided an overview of the proposed improvements. Following clarifying questions and general comments from the Board, a survey for the improvements that encroach into the right-of-way was required along with an accompanying encroachment agreement and as-builts for the new improvements.

**Motion #4** by Trustee Lynn, seconded by Mayor Pro Tem Dodge, that the Board of Trustees, sitting as the Architectural Review Committee, approve the application for a Certificate of Appropriateness filed by the Central Colorado Water Conservation District located at 548 Front Street to permit construction of a sidewalk, ADA ramp, railings, and portico surfacing, along with the repair and refurbishment of existing stucco wall materials on the existing building within the Town Center Zone

District, with the following conditions, and that the Town Clerk issue said Certificate of Appropriateness within seven (7) business days as per the plans submitted:

1. The Applicant shall construct all sidewalks, ADA accessible ramps, and portico parking area surfaces with materials, colors, and textures that preserve and enhance the historic character of the district and which incorporate one or more of the following: stamped, colored concrete to mimic a wood boardwalk, and/or brick pavers or natural stone.
2. The Applicant investigate the use of a more decorative, historically accurate ADA access railing detail.
3. The Applicant shall seek approval by the Fairplay Town Board of Trustees of all necessary and applicable permits, licenses, and/or agreements to allow construction of any and all portions the sidewalk, ADA access ramp and all associated appurtenances within the Town.
4. The applicant shall provide the Town a full set of As-Builts upon completion of improvements.

A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Lynn – aye. The motion carried unanimously.

**C. FIRST READING** – Resolution No. 29, 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 THE CENTER OF COLORADO WATER CONSERVANCY FOR THE 548 FRONT STREET SIDEWALK PROJECT.**”

Special Projects Coordinator Alex Wagner presented an overview of the proposed project application for funding for the sidewalk improvements discussed in the Certificate of Appropriateness application that had just been approved. He reviewed the funding available and recommended approval as presented in the amount of \$5,390.00.

Mayor Just inquired about the total figure that has been awarded over the years for PIIP projects, and Town Administrator Sciacca reported that with the projects approved this evening, that amount was around \$97,000.00 since 2014 for businesses and residents!

**Motion #5** by Trustee Lynn, seconded by Trustee Douglas, to approve Resolution No. 29, Series of 2023, as presented approving a PIIP agreement for the 548 Front Street Sidewalk Project. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Lynn – aye. The motion carried unanimously.

**D.** Review of a proposal from Town Planner Scot Hunn to increase project-specific rates (bill-back rates) for applicants/developers.

Town Planner Hunn reviewed the proposal in the packet providing background and justification for the proposed increase to move the project specific bill-back rate from \$160.00 to \$225.00 per hour. He noted that it was still his intent to waive or discount fees for affordable housing projects.

**Motion #6** by Mayor Pro Tem Dodge, seconded by Trustee Douglas, to approve the project-specific increase as proposed and presented by Town Planner Scot Hunn moving the bill-back rate from \$160.00 to \$225.00 per hour. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Lynn – aye. The motion carried unanimously.

**ADJOURNMENT**

There being no other regular business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 7:19 p.m. The Town then conducted a Work Session with representatives from the

Department of Local Affairs Division of Housing to calculate the Prop123 baseline of available housing units in Fairplay.

**BOARD OF TRUSTEES, FAIRPLAY, COLORADO**

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Frank Just, Mayor

**ATTEST:**

\_\_\_\_\_  
Janell Sciacca, Town Clerk

UNOFFICIAL

**MINUTES OF THE REGULAR MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
October 16, 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, September 18, 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 Josh Voorhis and Pete Lynn. Trustee Douglas was excused due to a hunting season commitment.

Staff in attendance were Town Administrator Janell Sciacca, Town Treasurer Jennie Danner, Public Works Director Donovan Graham, Chief of Police Jeff Worley, Public Works Maintenance Worker Chris Bannister, and Operators in Responsible Charge Marty Deline and Keith Chisholm.

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

- A. APPROVAL OF EXPENDITURES** – Paid bills for all Town funds from September 29, 2023 through October 12, 2023 in the amount of **\$143,644.21**.

**Motion #2** by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, that the Consent Agenda be approved with expenditures as stated. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. The motion carried unanimously.

**CITIZEN COMMENTS**

Comments were allowed from citizens in attendance regarding the proposed Elle Belle Asphalt and Concrete plant in Park County. Town Administrator Sciacca reported that she had spoken to Noah Vaughan in the Park County Planning Department, and he had advised that the Special Use Permit application for the Elle Belle has just been received and was still under review and would be for some time. He did not anticipate it being on the agenda until the first quarter of 2024 and would make sure the Town was notified. He asked that all comments be referred to him and citizens be encouraged to attend the public meetings for the Planning Commission and Board of Commissioners to provide input. The following citizens spoke in opposition:

- ✓ Christian Sandalcidi, 1108 Beaver Ridge Road, Fairplay
- ✓ Paul LeMaster, 1954 Platte Drive, Fairplay
- ✓ Pamela Stone, 420 Front Street #B, Fairplay
- ✓ Pam Ackerman, 173 Ridgeway, Fairplay
- ✓ John Madsen, 1096 Platte Drive, Fairplay
- ✓ Deb Hamm, 532 Front Street, Fairplay
- ✓ Clayton Conroy, 12125 Meadow Drive, Fairplay

Mayor Just asked that the names of the attendees be shared with the County and the Town put a link on

its website in the future directly to information on this project on the Park County website and then share information on Facebook as possible.

### **PROCLAMATIONS, PRESENTATION AND UPDATES**

Presentation/Proposal by Tom Flannery Regarding Grant Funding Opportunities & Administration.

Former Town Police Officer Tom Flannery explained that this all started with Chief Worley contacted him about writing some grants since he knew Flannery was phasing his way out of Law Enforcement and into Grant Writing. The Chief inquired about him writing grants for the PD specifically and then when he spoke to Administrator Sciacca, it turned into an expanded scope of writing grants for all projects to help off set costs. Flannery emphasized it was important to recoup monies spent by the Town to not put additional burden on the citizens while also improving their quality of life and general welfare. Flannery then reviewed the history of his experience writing and managing grants for the El Paso County Sheriff's Department and Blue Light, LLC a DOD contractor. Flannery also reviewed multiple opportunities he researched for the PD for a new police station, Tasers, body worn cameras, officers, vehicles, radars, lighters, and lidar units. He also discussed funding through USDA for 501 Main, Prop123 for housing ending by stating a goal for 2024 funding would be \$3-4 million. The Board thanked Flannery for the presentation and discussed contracting versus hiring him as a grant writer for the Town. Town Administrator Sciacca advised that every local government around the country is trying to hire grant writers to go after the billions of funding available and felt the Town should take advantage of the opportunity. Following discussion, it was generally agreed to hire Flannery as full time employee at a starting salary of \$68,000 effective immediately. Sciacca advised that Flannery's assistance in managing grants the Town had would be immense and help take load off of her and Treasurer Danner.

### **NEW BUSINESS**

#### **A. Review of Schematics and Selection of Layout for 501 Main Phase I Renovation for Chamber of Commerce Space.**

Sciacca introduced JOC Construction Regional Operations Manager Kiryl Kavalenka who appeared online. She directed the Board to the floorplans A-D in their packet and reminded that these resulted after Staff, and several Board members met on site to provide input on needs and desires for the space. For this space, the Chamber Office, Visitors Center and a Burro Days Museum are proposed and the conference room will be maintained as the Green Room for entertainers during Town events. She reviewed each plan and advised that Staff was recommending Option D and Kavalenka felt it could be accomplished for the \$400,000 the Town had budgeted. Kavalenka reported that one goal of the reno was to move the Office to the opposite corner of the area for safety reasons. Following additional discussion and direction from the Board, general consensus from the Mayor and Trustees was to move forward with Option D.

#### **B. Presentation of Prop123 Affordable Housing Commitment DRAFT with Baseline Calculations for the Town of Fairplay.**

Town Administrator Sciacca presented noting a change to the document in the packet – the Town must commit to 9% over 3 years or 3% per year. She then noted the four (4) baselines in the packet for Fairplay, Chaffee County, Fremont County and the State median income. She reminded that the Fairplay numbers were actually based on the Denver, Boulder, Aurora, Lakewood AMI and did not represent the circumstances for Fairplay accurately. She reminded that the Town had the option to petition during the Opt-In process to use a surrounding or similar jurisdiction's numbers and she was recommending use of Fremont County as it more closely reflects local housing and workforce needs of Fairplay and South Park. Sciacca requested comments on the Opt-In and noted she was awaiting comment from Town Planner Scot Hunn prior to submittal. Discussion ensued relative to potential projects and how the Town's

accomplishment of building 8 affordable units could possibly occur. Sciacca reminded that it was a total of 8 by year 3. She requested a motion to move forward.

**Motion #3** by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, to approve the filing of a commitment with the Colorado Division of Local Affairs to formalize the Town of Fairplay's pledge to increase affordable housing by 3%, or 8 units, by December 31, 2026 and petition to use the median income limit of Fremont County because it more accurately reflects local housing and workforce needs better than the Park County Area Median Income. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye, Lynn – aye. The motion carried unanimously.

**C. Submission of FY2023 Amended Budget and FY2024 Proposed Budget to the Board of Trustees for all funds of the Town of Fairplay, CO**

Town Treasurer Danner reminded that she distributed the preliminary 2024 and 2023 amended budget last Friday and submitted the required public notice to the Flume for publication. She also reported that she posted the public notice at the Town's designated public posting sites. Danner noted that the Board's first hearing was this evening and the subsequent hearings were set for November 6 and November 20 with adoption to take place on December 4. Danner advised that Administrator Sciacca included a cover memo outlining the important information on revenues and expenditures for all funds and felt overall the Town was in really good shape and Staff would continue to update figures and make appropriate changes before adoption. Danner then reviewed some financial statements and the Town's cash position for the Board's information. The Mayor thanked Danner for the information and expressed his increased level of comfort on making decisions knowing exactly how much money is in the bank. Danner advised she would continue to provide the Board these figures as requested. Mayor Just reminded that the Town of Fairplay only has to conduct one hearing on the Budget but has consistently elected to hold more to allow opportunity for public input.

**D. FIRST READING – Resolution No. 30, Series of 2023, entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, OPPOSING PROPOSITION HH, AN UNDUE LIMITATION ON MUNICIPAL BUDGETS AND LOCAL CONTROL OF PROPERTY TAX RELIEF.**

Town Administrator Sciacca presented an overview of the Staff Report. She noted that she attended the County Commissioners Town Hall on this subject last week where the County Assessor distributed estimated impacts and she reported that the impact was not as large for the Town as it appeared to be for Special Districts. However, she was presenting the resolution for the Board's consideration and she included information distributed by CML to assist in their decision to approve, deny or take no action. Following discussion, Trustee Voorhis voiced his opinion that the Board take no action and it was up to the citizens to make up their own minds for themselves. Other Board members felt the legislation was confusing or had no opinion one way or the other. There were no motions to approve or deny so no action was taken on Resolution No. 30.

**STAFF AND BOARD OF TRUSTEE REPORTS**

- A.** Update from Town Administrator regarding status of the Elle Belle Mine proposed Asphalt Plant project. *This item was addressed under Citizens comments.*
- B.** Report from Warm Springs, LLC regarding 3<sup>rd</sup> Quarter 2023 Operator in Responsible Charge (ORC) responsibilities and activities.

Operators in Responsible Charge Marty Deline and Keith Chisholm provided an overview of activities noted on the report in the packet and reviewed the Wastewater Plant Monthly Performance figures.



Sciacca reported that a report was in the packet on progress being made on repairs and replacements of non-functioning meters which would be further impacting and improving the Water Loss and revenue loss figures. Mayor Just advised that even conservative figures for the non-working meters indicates the Town is near 9,000,000 of water in a year that is being used and not paid for at around \$50,000. He expressed his angst that this has been going on for years and felt the “free ride” had to stop and everyone needed to pay their fair share. He was glad to see progress being made. ORC Deline inquired about addressing the past for incorrect billing. The Mayor and Sciacca advised it was not possible to back-bill as the minimums had already been billed and paid. A citizen inquired about the Town’s authority to turn water off for problem customers who damages a meter or will not allow for them to be changed out. Sciacca advised that the Police Department will accompany Public Works staff when they go to address these. It is illegal to tamper with the devices and charges can be filed. There was also discussion regarding the ability and process to turn off customers that do not pay and Sciacca advised that the Town would be honoring the Town Code beginning in 2024 and shutting customers off instead of allowing their outstanding balances to grow and then lien them at the end of the year. She advised that notices would be sent out letting the citizens know and this would result in additional revenue being recognized. Rate increases were also discussed and it was generally felt that until all the meter, billing and lead issues were fixed and the Town could truly make an assessment of its position, it was not appropriate to implement any increases. Mayor Just announced that he also had requested Staff to look at available insurance for homeowners to help protect them from expensive repair bills.

Chief Worley added to his written report noting that El Paso County Sheriff’s Office had agreed to train the Town’s future Officers for \$0 if the Town wanted to hire someone without POST Certification which would be a great savings to the Town. He noted this would also be beneficial if there was a local candidate without certification. Worley also noted the recent article relative to the County Dispatch center. He felt it was very unfortunate because residents were now relying on another entity that isn’t familiar with the area.

Sciacca advised she had a few things to cover but would email an update to the Board in the interests of time.

#### **ADJOURNMENT**

There being no other regular business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 8:32 p.m.

**BOARD OF TRUSTEES, FAIRPLAY, COLORADO**

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Frank Just, Mayor

**ATTEST:**

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Janell Sciacca, Town Clerk



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Jennie Danner, Treasurer

**RE:** Paid Bills

**DATE:** January 4<sup>th</sup>, 2024

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Attached is the list of the invoices paid between December 1<sup>st</sup>, 2023, and January 4<sup>th</sup>, 2024. Total Expenditures: \$181,315.08. Upon motion to approve the consent agenda, the expenditures will be approved.

Large expenditures of note are: \$38,670.78 paid to JOC Construction for design, demolition and closeout of repairs for 501 Main; \$3,929.16 refunded to CIRSA for the 501 Main repair claim; \$16,626.17 to UniFirst for 7 AEDS for Town facilities and vehicles; 7 refund payments for Business License Fees in accordance with SB22-032 whereby businesses who do not have a physical presence in Fairplay do not need to pay for a license; a refund payment requested by the Friends of the Fairplay Community in the amount of \$16,300.00 as the Town did not meet a deadline for completion of a learning center at 501 Main; Two ESTIP payments to Otto's in the amount of \$7,931.31 and Mountain Essentials in the amount of \$1,814.42; and \$8,1950.00 to Park County Sheriff's Office under the IGA for interim law enforcement services; multiple payments to SGM totaling \$31,691.69 for contract services and projects.

Recent activities: ADP payroll training and setup, closing out 2023 and year end accruals, submitted payment for Water Plant Loan, CTF certification completion, and assisted with onboarding new PD employee and providing information for total compensation benefit letters issued by Administration.

Report Criteria:  
 Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
12/18/2023	19826	Boys & Girls Club	tree payment	1	12/14/2023	28.00	104700
Total 200:						28.00	
12/01/2023	19775	Cash	money for prizes-tree conte	1	12/01/2023	850.00	105174
12/28/2023	19851		cleaning supplies petty cas	1	12/28/2023	9.53	105027
12/28/2023	19851		mail	2	12/28/2023	1.74	105032
12/28/2023	19851		Plat map	3	12/28/2023	.50	105070
12/28/2023	19851		marketing	4	12/28/2023	2.65	105130
12/28/2023	19851		vehicle registration	5	12/28/2023	19.76	105245
12/28/2023	19851		office supplies	6	12/28/2023	7.47	105630
Total 340:						891.65	
12/06/2023	19793	O'Rourke Media Group, LL	winter in the park ad	1	11/18/2023	345.00	105130
12/18/2023	19831		paid bills legal ad	1	12/13/2023	45.93	106125
Total 868:						390.93	
12/18/2023	19829	Galls, LLC	PD uniforms	1	11/15/2023	458.13	105410
12/18/2023	19829		PD uniforms	1	12/13/2023	101.07	105410
12/18/2023	19829		PD uniforms	1	11/27/2023	566.72	105410
12/18/2023	19829		PD uniforms	1	12/13/2023	85.99	105410
12/18/2023	19829		PD uniforms	1	12/13/2023	248.10	105410
12/18/2023	19829		PD uniforms	1	12/01/2023	238.48	105410
12/18/2023	19829		PD uniforms	1	12/13/2023	90.52	105410
Total 994:						1,789.01	
12/19/2023	19842	Hand Hotel	business light honorable m	1	12/19/2023	100.00	105110
Total 1084:						100.00	
12/18/2023	19832	Park County Sheriff's Office	PCSO contract payment	1	12/13/2023	8,195.00	105478
Total 1594:						8,195.00	
12/18/2023	19834	Postal Pros Southwest, Inc	water billing	1	12/08/2023	404.00	517218
Total 1699:						404.00	
12/18/2023	19836	Town of Fairplay	501 main	1	11/30/2023	303.20	105195
Total 2134:						303.20	
12/06/2023	19799	Utility Notification Center	RTL Transmissions	1	12/06/2023	30.96	517650
12/06/2023	19799		RTL Transmissions	1	11/30/2023	32.25	517455
Total 2194:						63.21	
12/18/2023	19837	Verizon Wireless	VOIP lines	1	12/14/2023	501.10	105065
12/18/2023	19837		hotspot	2	12/14/2023	40.01	105130
12/18/2023	19837		cell Phone-Public works	3	12/14/2023	40.80	105645
12/18/2023	19837		cell Phone-PD	4	12/14/2023	416.30	105455

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
12/18/2023	19837		cell Phone-Transportation	5	12/14/2023	17.40	105250
Multiple	19705		jet pack	1	11/01/2023	.00	105130
Multiple	19705		new phones/monthly charg	2	11/01/2023	.00	105065
Multiple	19705		cell Phone - public works	3	11/01/2023	.00	105645
Multiple	19705		cell Phone-PD	4	11/01/2023	.00	105455
Multiple	19705		cell Phone-Transportation	5	11/01/2023	.00	105250
			jet pack	6	11/01/2023		105130
			new phones/monthly charg	7	11/01/2023		105065
			cell Phone - public works	8	11/01/2023		105645
			cell Phone-PD	9	11/01/2023		105455
			cell Phone-Transportation	10	11/01/2023		105250
12/28/2023	19865		cell Phone-PD	1	12/15/2023	743.20	105455
12/28/2023	19865		VOIP lines	2	12/15/2023	1,174.90	105065
12/28/2023	19865		cell Phone-Transportation	3	12/15/2023	6.67	105250
Total 2212:						2,940.38	
12/28/2023	19867	Xcel Energy	fairplay chlorinator	1	12/20/2023	152.52	517470
12/06/2023	19802		1190 castello	1	11/27/2023	93.87	105650
12/06/2023	19802		200 2nd st	2	11/27/2023	91.68	517470
12/06/2023	19802		157 6th st	3	11/27/2023	72.58	105640
12/06/2023	19802		156 5th st	4	11/27/2023	12.69	105640
12/06/2023	19802		598 platte dr	5	11/27/2023	12.69	105841
12/06/2023	19802		419 front st	6	11/27/2023	13.12	105640
12/06/2023	19802		sanitation	1	11/27/2023	2,672.65	517680
12/18/2023	19838		street lights	1	12/13/2023	942.14	105640
12/28/2023	19867		501 main	1	12/28/2023	423.65	105195
12/28/2023	19867		117 silverheels	1	12/28/2023	12.69	105841
12/28/2023	19867		1800 beaver creek	1	12/28/2023	772.59	517495
Total 2296:						5,272.87	
12/28/2023	19860	South Park Ace & Lumber	extension chords	1	12/28/2023	76.96	105174
12/28/2023	19860		fuel	2	12/28/2023	26.99	105625
12/28/2023	19860		Supplies	3	12/28/2023	6.99	105630
12/28/2023	19860		town hall supplies	4	12/28/2023	11.94	105027
12/28/2023	19860		light install	5	12/28/2023	99.94	105174
12/28/2023	19860		fuel powerwasher	6	12/28/2023	75.99	517670
12/06/2023	19797		ball field gate, beach bathr	1	12/06/2023	460.41	105830
12/06/2023	19797		water plant supplies	2	12/06/2023	25.98	517480
12/06/2023	19797		shop supplies, ice melt	3	12/06/2023	137.53	105630
Total 2405:						922.73	
12/06/2023	19791	KONICA MINOLTA BUSIN	C368 Town Hall	1	12/06/2023	376.92	105032
12/06/2023	19791		C450I	1	11/30/2023	44.50	105130
Total 2448:						421.42	
12/18/2023	19824	AmeriGas	Propane	1	12/14/2023	205.08	517680
Total 2468:						205.08	
12/06/2023	19789	Java Moose	refund business license ov	1	12/06/2023	25.00	104170
Total 2477:						25.00	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
12/06/2023	19784	CIRSA	overpayment 501 main acc	1	12/06/2023	3,929.16	104700
Total 2490:						3,929.16	
12/19/2023	19839	CARD SERVICES	Officer recruiting	1	12/19/2023	508.36	105480
12/19/2023	19839		supplies	2	12/19/2023	116.71	105475
12/19/2023	19839		stopbox	3	12/19/2023	318.24	105450
12/19/2023	19839		holiday party supplies	4	12/19/2023	142.40	517010
12/19/2023	19839		Office Supplies	5	12/19/2023	163.40	517214
12/19/2023	19839		SGM conference food	6	12/19/2023	82.35	517425
12/19/2023	19839		SGM conference food	7	12/19/2023	98.80	517630
12/19/2023	19839		holiday party supplies	8	12/19/2023	299.59	105010
12/19/2023	19839		Office Supplies	9	12/19/2023	276.92	105030
12/19/2023	19839		inmotion hosting	10	12/19/2023	19.99	105130
12/19/2023	19839		christmas event decoration	11	12/19/2023	483.50	105174
12/19/2023	19839		supplies	12	12/19/2023	124.73	105340
12/19/2023	19839		badges	13	12/19/2023	396.00	105410
12/19/2023	19839		Office Supplies	14	12/19/2023	220.64	105445
12/19/2023	19839		tools and supplies	15	12/19/2023	202.71	105630
Total 2503:						3,454.34	
12/06/2023	19787	Friends of the Fairplay Co	return funds for learning ce	1	12/06/2023	16,300.00	102120
Total 2543:						16,300.00	
Multiple	19651	NAPA Auto Parts	Supplies	1	09/30/2023	.00	105630
			Supplies	2	09/30/2023		105630
Total 2608:						.00	
12/06/2023	19782	CenturyLink	acct 719-836-4609 502B	1	12/06/2023	71.28	517470
Total 2614:						71.28	
12/28/2023	19866	Wittbrodt, Kim	contract accounting suppor	1	12/28/2023	480.00	517450
12/28/2023	19866		contract accounting suppor	2	12/28/2023	920.00	105070
12/28/2023	19866		contract accounting suppor	3	12/28/2023	350.00	105070
Total 2655:						1,750.00	
12/06/2023	19785	Colorado Natural Gas, Inc.	901 Main Street	1	12/06/2023	233.33	105023
12/06/2023	19785		Public Works Shop	1	12/05/2023	679.59	105650
12/06/2023	19785		san office	1	12/06/2023	242.71	517234
12/06/2023	19785		sewer treatment plant	1	12/06/2023	2,688.20	517680
Total 2728:						3,843.83	
12/06/2023	19788	Innovative Design Systems	refund business license	1	12/06/2023	25.00	104170
Total 2768:						25.00	
12/19/2023	19841	David Kintz, Jr.	residential light winner	1	12/19/2023	300.00	105110
Total 2786:						300.00	
12/28/2023	19856	Mobile Record Shredders	town hall shredding	1	12/22/2023	13.20	105030

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2793:						13.20	
12/06/2023	19783	Chaffee County Waste	2 yd biweekly	1	12/04/2023	129.00	105023
12/06/2023	19783		6 yd weekly	2	12/04/2023	129.00	105650
12/06/2023	19783		roll offs	3	12/04/2023	86.00	517675
Total 2801:						344.00	
12/18/2023	19830	Mountain Peak Controls, In	compactlogix processor an	1	12/13/2023	5,533.99	517655
Total 2861:						5,533.99	
12/18/2023	19828	Colorado Analytical Lab	water testing	1	12/18/2023	48.00	517475
12/28/2023	19852		water testing	1	12/22/2023	160.00	517475
12/28/2023	19852		waste water testing	1	12/21/2023	403.00	517665
12/18/2023	19828		water testing	1	12/18/2023	24.00	517475
Total 2864:						635.00	
12/28/2023	19862	Triangle Electric, Inc.	GFI replacement	1	12/18/2023	724.80	517445
Total 2876:						724.80	
12/28/2023	19859	Shirley Septic Pumping, In	visitor center	1	01/22/2023	411.80	105120
12/28/2023	19859		cohen park	1	12/22/2023	215.80	105842
Total 2893:						627.60	
12/06/2023	19786	Fairplay Auto Supply	plow supplies	1	12/06/2023	200.00	517242
12/06/2023	19786		plow supplies	2	12/06/2023	146.42	105625
12/06/2023	19786		generator oil change	3	12/06/2023	57.98	517655
12/06/2023	19786		WWTP supplies	4	12/06/2023	200.00	517670
12/06/2023	19786		supplies	5	12/06/2023	38.13	105630
Total 2948:						642.53	
12/19/2023	19845	Netzsch	discharge pump replaceme	1	12/19/2023	1,561.00	517655
12/19/2023	19845		discharge pump replaceme	2	12/19/2023	1,852.83	517465
Total 3000:						3,413.83	
12/06/2023	19798	South Park Salvation Army	donation festival of trees	1	12/06/2023	400.00	105110
Total 3173:						400.00	
12/28/2023	19853	Hunn Planning & Policy, LL	planning fees-bill back-silv	1	12/27/2023	337.50	105107
12/28/2023	19853		planning fees	2	12/27/2023	1,437.50	105105
Total 3183:						1,775.00	
12/19/2023	19846	Salado	business light contest winn	1	12/19/2023	500.00	105110
Total 3208:						500.00	
12/18/2023	19835	Soup Pot	Christmas event expense	1	12/13/2023	2,052.50	105110
12/06/2023	19796		Christmas event expense	1	12/06/2023	1,622.50	105110

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
12/19/2023	19847		Christmas event expense	1	12/19/2023	750.00	105010
Total 3256:						4,425.00	
12/28/2023	19857	SGM	on call GIS SGM workforce	1	12/21/2023	634.50	105655
12/28/2023	19857		housing general engineering	1	12/20/2023	190.00	105145
12/28/2023	19857		general engineering	2	12/20/2023	3,365.00	105105
12/28/2023	19857		engineer fees-bill back-sto	1	12/20/2023	180.00	105105
12/28/2023	19857		workforce housing	1	12/20/2023	1,800.00	105107
12/28/2023	19857		burro park engineering	1	12/20/2023	450.00	105145
12/28/2023	19857		water system model	1	12/20/2023	2,262.00	207375
12/28/2023	19857		hathaway wtr main enginee	1	12/27/2023	9,360.00	517432
12/28/2023	19857			1	12/20/2023	13,450.19	517350
Total 3272:						31,691.69	
			estip agreement				
12/28/2023	19868	Mountain Essentials		1	12/28/2023	1,814.42	105076
Total 3370:						1,814.42	
			residential lights honorable				
12/19/2023	19844	Kathy Reeves		1	12/19/2023	100.00	105110
Total 3385:						100.00	
			AEDS PD				
12/28/2023	19863	UniFirst	AEDS PW	1	12/28/2023	5,376.51	105450
12/28/2023	19863		AED WW	2	12/28/2023	5,575.52	105625
12/28/2023	19863		AED W	3	12/28/2023	1,000.00	517670
12/28/2023	19863		AED Admin	4	12/28/2023	2,674.14	517495
12/28/2023	19863			5	12/28/2023	2,000.00	105025
Total 3462:						16,626.17	
			contract watersystem overs				
12/01/2023	19776	Warm Springs Consulting	contract wastewater operat	1	12/01/2023	4,500.00	517417
12/01/2023	19776			1	12/01/2023	5,000.00	517627
Total 3463:						9,500.00	
			wellness reimbursement				
12/06/2023	19795	Sciacca, Janell	wellness reimbursement	1	12/06/2023	182.25	105010
12/06/2023	19795			2	12/06/2023	121.50	517010
Total 3583:						303.75	
			General Counsel				
12/06/2023	19801	Wilson Williams LLP		1	11/30/2023	966.45	105057
Total 3586:						966.45	
12/06/2023	19803	Hardesty Engineering and	beaver creek WTP upgrade	1	12/06/2023	680.00	517432
Total 3618:						680.00	
12/28/2023	19869	Otto's	estip agreement	1	12/28/2023	7,931.31	105076
Total 3651:						7,931.31	
12/28/2023	19855	Konica Minolta Premier Fin	copier	1	12/28/2023	202.27	105032

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3700:						202.27	
12/28/2023	19864	Utopia Fairplay, Inc.	Tire Repair 22 ford F350	1	12/20/2023	39.40	105625
Total 3718:						39.40	
12/06/2023	19790	JOC Construction	501 main agreement	1	11/30/2023	2,819.67	105195
12/06/2023	19790		501 main remodel	1	11/30/2023	15,000.00	105196
12/28/2023	19854		final phase design payment	1	12/27/2023	20,851.11	105196
Total 3758:						38,670.78	
12/18/2023	19827	Central Mountain Pest Con	pest management	1	12/18/2023	103.90	517260
12/06/2023	19781		pest management	1	12/04/2023	103.90	517260
Total 3769:						207.80	
12/18/2023	19833	Personnel Evaluation, Inc.	PEP test	1	11/30/2023	91.00	105480
Total 3773:						91.00	
12/06/2023	19794	Plante Moran	contract financial services	1	11/28/2023	1,215.00	105070
Total 3774:						1,215.00	
12/06/2023	19780	Aspen Grove Mechanical	business license refund	1	12/06/2023	25.00	104170
Total 3775:						25.00	
12/06/2023	19792	New Cingular Wireless	business license refund	1	12/06/2023	25.00	104170
Total 3776:						25.00	
12/06/2023	19779	Arigas Inc	business license refund	1	12/06/2023	25.00	104170
Total 3777:						25.00	
12/06/2023	19800	Western Roofing Inc.	business license refund	1	12/06/2023	25.00	104170
Total 3779:						25.00	
12/18/2023	19825	Berserker Firewood LLC	firewood for tree lighting	1	12/01/2023	64.00	105174
Total 3780:						64.00	
12/19/2023	19840	Consider It Done	repaired gas fireplace leak	1	12/19/2023	225.00	105025
Total 3781:						225.00	
12/19/2023	19843	Jon and Rebecca McCarve	residential lights honorable	1	12/19/2023	100.00	105110
Total 3782:						100.00	
12/28/2023	19858	Sherilyn Gourley	refund for biz license doubl	1	12/28/2023	25.00	104170



Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3783:						25.00	
12/28/2023	19861	Sysco Denver	refund business	1	12/19/2023	100.00	104170
Total 3784:						100.00	
Grand Totals:						181,315.08	

Report Criteria:

Detail report type printed



## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Janell Sciacca, Town Administrator/Clerk  
**RE:** Consent Agenda Item D – Resolution No. 1, Series of 2024  
**DATE:** January 8, 2024

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**Background:**

C.R.S. 24-6-402(c) states “any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public” and further, “The public place or places for posting such notice shall be designated annually at the local public body’s first regular meeting of each calendar year.”

Therefore, Resolution No. 1, Series of 2023 is presented for the Board’s consideration and to meet the requirements of the Colorado Open Records Law. There are no changes to the designated posting places which are Town Hall, the Town’s website ([www.fairplayco.us](http://www.fairplayco.us)), the Post Office and the Park County Library.

The 2024 Resolution also incorporates the actual dates of the regular monthly meetings for the information of the Board of Trustees, Staff, and public.

**Recommendation:**

Staff recommends approval of Resolution No. 1, Series of 2024, as presented.

Attachments:

- Resolution No. 1, Series 2024

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 1  
(Series 2024)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ESTABLISHING DESIGNATED PUBLIC PLACES FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY COLORADO OPEN MEETINGS LAW AND SETTING REGULAR MEETING DATES FOR THE YEAR OF 2024.**

**WHEREAS**, Section 24-6-402(2)(c), C.R.S., (part of the Colorado “Sunshine Law”) requires that the Board of Trustees of the Town of Fairplay annually designate at its first regular meeting of each calendar year the public place or places for the posting of notice of its meetings; and

**WHEREAS**, the Board of Trustees of the Town of Fairplay wishes to continue providing public notice to its citizens at several convenient locations while also adopting the schedule of regular meetings for the calendar year 2024.

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

**Section 1:** The designated public places for the posting of meeting notices as required by the Colorado Open Meetings Law, C.R.S. 24-6-402(2)(c), shall be:

1. The Town of Fairplay Website ([www.fairplayco.us](http://www.fairplayco.us));
2. The Fairplay Post Office located at 517 Hathaway Street;
3. The Fairplay Town Hall located at 901 Main Street; and
4. The Park County Library located at 400 Front Street.

**Section 2:** Regular meetings of the Fairplay Board of Trustees shall be held in the Board Room of Town Hall, 901 Main Street, Fairplay, CO beginning at 6:00 P.M. on the dates set forth in “Exhibit A” unless otherwise appropriately scheduled and noticed or falling on a legal holiday:

**Section. 3:** The Town Clerk shall be responsible for posting the required notices no later than twenty-four (24) hours prior to the holding of the meeting. All meeting notices shall include specific agenda information, where possible.

**Section 4:** This Resolution shall become effective upon adoption.

**RESOLVED, APPROVED AND ADOPTED THIS 8<sup>th</sup> DAY OF JANUARY, 2024.**

**TOWN OF FAIRPLAY, COLORADO**

**ATTEST:**

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

\_\_\_\_\_  
Janell Sciacca, Town Clerk

**EXHIBIT A TO RESOLUTION 2024-1**

**FAIRPLAY BOARD OF TRUSTEES**

**2024 REGULAR MEETING SCHEDULE**

Per FPMC Sec. 2-2-60, Regular Meetings of the Board are held the First and Third Monday of each Month at 6:00 p.m., except on \*legal holidays when no meeting shall be held. Meetings may also be held at such other times as established by announcement and/or publication.

<u>MONTH</u>	<u>1ST MTG</u>	<u>2ND MTG</u>
JANUARY	8-Jan	22-Jan
FEBRUARY	5-Feb	President's Day*
MARCH	4-Mar	18-Mar
APRIL	1-Apr	15-Apr
MAY	6-May	20-May
JUNE	3-Jun	17-Jun
JULY	1-Jul	15-Jul
AUGUST	5-Aug	19-Aug
SEPTEMBER	Labor Day*	16-Sep
OCTOBER	7-Oct	21-Oct
NOVEMBER	4-Nov	18-Nov
DECEMBER	2-Dec	<i>Canceled</i>

Agendas and agenda packets are posted online at the Town's website ([www.fairplayco.us](http://www.fairplayco.us)) questions about business may be addressed to Town Administration by calling 719-836-2622 or by visiting Town Hall at 901 Main St. during normal business hours of 8:30 a.m. to 4:30 p.m.



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Janell Sciacca, Town Administrator/Clerk

**RE:** Consent Agenda Item E – Resolution No. 2, Series 2024

**DATE:** April 2, 2024 Mail Ballot Election Resolution

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### **Background:**

As a Statutory Town, Fairplay conducts its Regular Municipal Election on the 1<sup>st</sup> Tuesday in even numbered years. The next Regular Election is scheduled to be held Tuesday, April 2, 2024.

C.R.S. § 31-10-908 provides that the governing body of a municipality can determine that an election be conducted by mail ballot and Article 1, Section 2-1-10, of the Fairplay Municipal Code requires that the Town determine to follow all or part of the provisions of the Uniform Election Code for any election. Therefore, Resolution No. 2, Series 2024, is being presented in order to formally determine that the April 2, 2024 Regular Municipal election will be conducted as a Mail Ballot Election rather than Polling Place.

Advantages of Mail Ballot Elections are:

- ✓ Additional time for voter to fill out ballot;
- ✓ Convenience of filling it out at home or even while out of town;
- ✓ No standing in line or having to take time off work;
- ✓ Associated costs are less saving taxpayer monies;
- ✓ Voter turnout is typically higher (*Fairplay saw one of its highest returns in 2010 when it began conducting mail ballot elections*)

### **Recommendation:**

Staff recommends approval of Resolution No. 2, Series 2024, as presented.

Attachments:

- Resolution No. 2, Series 2024

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 2  
(Series 2024)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO DETERMINING THAT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2024 SHALL BE A MAIL BALLOT ELECTION.**

**WHEREAS**, pursuant to C.R.S. 31-10-908, the Board of Trustees of the Town of Fairplay is authorized to determine that certain elections may be conducted by mail ballot; and

**WHEREAS**, in accordance with Section 31-1-101 (10) of the Colorado Revised Statutes, the Town's next regular election shall be held on Tuesday, April 4, 2024; and

**WHEREAS**, at its regular meeting on January 8, 2024, the Board of Trustees found that in the interest of increased voter turnout, the 2024 Regular Municipal Election shall be by mail ballot and voted to direct the Town Clerk to conduct the election as a mail ballot election; and

**WHEREAS**, the Town of Fairplay is permitted to conduct a Mail Ballot Election on April 2, 2024 because the Town election does not involve partisan candidates and will not be held in conjunction with a primary or congressional vacancy election.

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

Section 1. The Board of Trustees has determined that the election to be held on April 2, 2024, shall be by mail ballot. The Board hereby authorizes and directs the Town Clerk, as the designated election official for the Town, to conduct the election by mail ballot pursuant to C.R.S. 31-10-910.

**RESOLVED, APPROVED AND ADOPTED THIS 8<sup>th</sup> DAY OF JANUARY, 2024.**

**TOWN OF FAIRPLAY, COLORADO**

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

**ATTEST:**

\_\_\_\_\_  
Janell Sciacca, Town Clerk



**Town of Fairplay**  
400 Front Street • P.O. Box 267  
Fairplay, Colorado 80440  
(719) 836-2622 phone  
(719) 836-3279 fax  
www.fairplayco.us

## STAFF REPORT

**TO:** Mayor and Board of Trustees

**FROM:** Janell Sciacca, Town Administrator

**RE:** Consent Agenda Item F – Updated Legal Services Agreement  
Resolution No. 3, Series of 2024

**DATE:** JJanuary 8, 2024

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### BACKGROUND/ANALYSIS:

The Town approved an agreement for legal services with Wilson Williams LLP in October of 2021 and appointed Nina Williams Town Attorney. At the December 4, 2024 Regular Board Meeting, Williams notified the Town that her firm was joining with Ken Fellman and Brandon Dittman. At that time, Williams also reported that inflationary compensation related increases would need to be made.

Resolution No. 2024-3 would approve an updated professional legal services agreement and allow for the changes.

### STAFF RECOMMENDATION

Staff recommends the Board approve Resolution No. 3, Series of 2024 as presented.

### Attachments

- Resolution No. 3, Series of 2024 with Exhibit A - Professional Legal Services Agreement

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 3  
SERIES 2024**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN UPDATED PROFESSIONAL LEGAL SERVICES AGREEMENT WITH WILSON WILLIAMS LLP D/B/A WILSON WILLIAMS FELLMAN DITTMAN**

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

**WHEREAS**, by formal action at their regular meeting on October 4, 2021 pursuant to Chapter 2, Article III of the Town of Fairplay Municipal Code, the Mayor and Board of Trustees appointed Nina P. Williams as Town Attorney and approved a professional legal services agreement with her law firm, Wilson Williams LLP; and

**WHEREAS**, the Town wishes to continue their relationship with Nina P. Williams and her law firm; and

**WHEREAS**, the Town agrees to enter into a new professional legal services agreement with Wilson Williams LLP d/b/a Wilson Williams Fellman Dittman to update certain terms, including regarding compensation to reflect inflationary increases, as well as the new trade name of the firm.

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

**Section 1.** The Professional Legal Services Agreement with Wilson Williams LLP d/b/a Wilson Williams Fellman Dittman attached hereto as Exhibit A is hereby approved and the Mayor is authorized to execute the same.

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

RESOLVED, APPROVED AND ADOPTED this 8<sup>th</sup> day of January, 2024.

**TOWN OF FAIRPLAY, COLORADO**

**ATTEST:**

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

\_\_\_\_\_  
Janell Sciacca, Town Clerk



**PROFESSIONAL LEGAL SERVICES AGREEMENT**

THIS AGREEMENT is a contract for professional legal services effective January 1, 2024, between the **Town of Fairplay**, a Colorado statutory municipality ("Town"), and Wilson Williams, LLP d/b/a **WILSON WILLIAMS FELLMAN DITTMAN** ("Law Firm"), under which the Law Firm shall continue to perform legal services for the Town.

WHEREAS, the Mayor and Board of Trustees wish to appoint the Law Firm as its Town Attorney, pursuant to Chapter 2, Article III of the Town of Fairplay Municipal Code; and

WHEREAS, by formal action at their regular meeting on October 4, 2021, the Mayor and Board of Trustees approved said appointment of the Law Firm as Town Attorney; and

WHEREAS, the parties wish to enter into this agreement to continue their relationship, and update certain terms, including regarding compensation.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and undertakings herein set forth the Town and the Law Firm agree as follows:

1. **Scope of Legal Services.** The Law Firm will provide any and all legal services requested of it by the Mayor, Board of Trustees, Town Administrator, and any boards or employees of the Town authorized by the Mayor, Board of Trustees or Town Administrator to request legal services of the Law Firm. Such services shall include, but are not limited to the following:

- a. Attend regular and special meetings of the Board of Trustees; attend work session meetings of the Board of Trustees as requested.
- b. Attend meetings and conferences with Board of Trustees, Town boards and commissions, Town staff and officers as directed by the Mayor, Board of Trustees or Town Administrator.
- c. Prepare and/or review ordinances and resolutions.
- d. Prepare and/or review contracts for services, materials and real estate involving the Town.
- e. Respond to all inquiries and communications of a general legal nature from the Mayor, members of the Board of Trustees, Town Administrator, and Town staff.
- f. Represent the Town in its dealings and negotiations with federal, state and local governmental entities and agencies, special improvement districts and utilities.
- g. Represent the Town in litigation matters involving the Town.
- h. Enter an appearance in and/or monitor litigation matters that are being actively handled by outside counsel.
- i. Perform such other duties as may be prescribed by the Mayor, Board of Trustees, or Town Administrator.

The Law Firm agrees to exercise its best efforts on behalf of the Town and to handle the matters for which representation has been requested of it faithfully and with due diligence, and in accordance with the Colorado Rules of Professional Conduct. The Law Firm cannot and does not guarantee or agree that a result favorable to or satisfactory to the Town will be achieved. No settlement or compromise will be made without the Town's consent. The Law Firm is acting as an independent contractor, and therefore the Town will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.

2. **Identification of Client.** It is understood that the Law Firm's client for purposes of its representation is the Town of Fairplay, and not any of its individual members or constituents, or any other entities whose interests are being represented by those individuals.

3. **Term and Termination.** It is understood that the Town Attorney serves at the pleasure of the Mayor and Board of Trustees, and this Agreement shall therefore be for an indefinite term. The Town may terminate this Agreement at any time. If the Town discharges the Law Firm, the Town shall pay all fees and costs incurred up until the date of termination. Subject to the Colorado Rules of Professional Conduct and any applicable court rules, the Law Firm may, after reasonable advance written notice to the Town, terminate this Agreement. If the Law Firm terminates this Agreement, the Town shall pay all fees and costs incurred to the date of termination.

4. **Performance Review.** The performance of the Town Attorney may be reviewed by the Board of Trustees and Town Administrator annually, at the discretion of the Town.

5. **Designated Town Attorney.** Town Attorney services are generally provided by the Law Firm as a team. Subject to other direction from the Town, Nina P. Williams will serve as the designated Town Attorney, with Erica Romberg serving as the principal deputy. The Town Attorney may delegate certain research, litigation or drafting projects or any other matters to other attorneys in the Law Firm who have expertise in the area of the legal services requested; however, any such delegated work will be performed directly under her supervision and responsibility.

6. **Management.** At least quarterly, the Town Attorney will confer with the Town Administrator to identify legal service priorities, and to plan for the management of the legal services budget.

7. **Compensation and Expenses.** The Town will compensate Law Firm for professional legal services as indicated below. Expenses such as photo-copying will be charged at the rates set forth on the attached **Schedule of Costs**.

<u>Attorney</u>	<u>Hourly Municipal Rate</u>	<u>Developer Reimburse Rate</u>
Partners	\$ 225.00	\$ 275.00
Counsel	\$ 210.00	\$ 255.00
Senior Associate Attorneys	\$ 195.00	\$ 230.00
Associate Attorneys	\$ 185.00	\$ 215.00
Paralegals/Support staff	\$ 95.00	\$ 105.00
Ken Fellman	\$ 250.00	\$ 365.00

- a. *Other Expenses.* In addition to the foregoing hourly rates for professional services, the Law Firm shall charge and the Town shall pay all costs incurred by the Law firm in providing legal services to the Town. Examples of such costs include charges for filing fees, mileage,

photocopies, color printer, messenger service, etc. A copy of the Schedule of Costs is attached. The Law Firm will also charge for half of the travel time to attend Town meetings, and will charge for round trip mileage at the IRS-approved rate from the Firm's Louisville offices or point of origination.

- b. *Monthly Billings.* Law Firm will issue a detailed, itemized billing statement each month, for both fees and disbursements. All invoices will reflect services already performed and disbursements already made, and are due upon receipt. Any amounts not paid within 60 days of the date of the bill shall be subject to a late payment charge of 1-1/2% per month (18% per year). If the Town fails to pay any charges within 90 days of the date of the bill the Law Firm may elect to stop all work for the Town. The Town's obligation to make prompt payment of all charges does not depend upon achievement of any specific result. Payments will be applied first to the oldest amounts outstanding.
- c. *Rate Adjustments.* Adjustments in the Firm's hourly rates for legal services and other charges do occur from time to time, and we endeavor to notify all then active clients of any changes at the time they take place. Notwithstanding the foregoing, the Law Firm agrees that it shall not raise nor seek to raise the hourly rates for legal services listed within this agreement for a period of at least two (2) years from the effective date of this Agreement.

8. **Arbitration.** Although we do not expect that any dispute between us will arise, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Law Firm or the quality of the Law Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The Town and Law Firm acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. (This clause does not prevent the Town and the Law Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.)

Any dispute concerning fees or costs shall be submitted to the Legal Fee Arbitration Committee of the Denver Bar Association and the decision of the Committee shall be final and binding on both parties. Any dispute concerning the quality of the Law Firm's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. A final judgment can be entered on the arbitration award by a court of competent jurisdiction. The arbitrator shall be selected from the Judicial Arbiter Group, Denver, Colorado unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbiter Group from among its available professionals.

All arbitrations shall be held in Denver, Colorado unless the parties mutually agree on some other location. All arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association, except as modified in this Agreement, unless otherwise agreed by the parties. The arbitrator shall have the discretion to order that the costs of arbitration, fees (including expert witness and reasonable attorney fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the Town and the Law Firm. Arbitration of all disputes, and the outcome of the arbitration, shall remain confidential between the parties.

9. **Document Retention.** The Town acknowledges that the files the Law Firm creates and compiles for work on the Town’s matters, including notes, correspondence, pleadings, research, and documents which we prepare, will not be kept indefinitely. It is the Law Firm’s policy to destroy all files (including all documents and materials therein), seven (7) years after we send such files to remote storage upon completion of each matter. However, if some legal restriction on destruction is imposed or some new development occurs, the retention period may be modified. This file destruction process is automatic and the Town will not receive further notice prior to the destruction of these files. Accordingly, if the Town wishes to maintain a record of any matter beyond our retention period, the Town should consider maintaining its own files relating to the matters that we are handling.

10. **Governing Law.** This Agreement shall be construed in accordance with, and governed by the laws of the State of Colorado.

11. **Amendment.** This Agreement may be amended only by a written instrument signed by both of the parties hereto.

13. **Prior Agreements.** This Agreement shall supersede all prior agreements between the parties concerning the provision of legal services.

14. **Signature.** THE LAW FIRM AND THE TOWN HAVE READ THIS DOCUMENT, UNDERSTAND IT, AND AGREE TO IT.

EXECUTED on this \_\_\_ day of January, 2024, to be effective as of January 1, 2024.

**WILSON WILLIAMS LLP,  
d/b/a WILSON WILLIAMS FELLMAN DITTMAN**



\_\_\_\_\_  
Nina P. Williams, Partner

**TOWN OF FAIRPLAY, COLORADO**

\_\_\_\_\_  
By: Frank Just

Title: Mayor

### Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Printing, Copying and Scanning:** Document printing, scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the office. Copying, collating, binding, and scanning performed outside the Law Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
3. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
4. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
5. **Mileage:** Roundtrip Mileage is charged at a rate consistent with the guidelines published by the IRS from the Law Firm's Louisville offices or point of origination.
6. **Lodging:** Costs of lodging, when authorized by the Town, are passed along at the actual amount paid.
7. **Other Costs:** Other third-party costs will be billed to clients at the same rate the Firm is billed for the third-party services.

**WILSON WILLIAMS FELLMAN DITTMAN**  
**PRIVACY POLICY NOTICE**

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Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

**NONPUBLIC PERSONAL INFORMATION WE COLLECT:**

In the course of providing our clients with legal services, we collect personal information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

**PRIVACY POLICY:**

As a client of Wilson Williams Fellman Dittman, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

**CONFIDENTIALITY AND SECURITY:**

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.

FAIRPLAY, COLORADO  
MAYORAL PROCLAMATION



2024 MOUNTAIN MARDI GRAS ROYALTY

WHEREAS, The Town of Fairplay is proud to host its fifth Mountain Mardi Gras Celebration; and

WHEREAS, The Town of Fairplay, its citizens, and greater community members place a high priority on charitable giving; and

WHEREAS, Various local non-profit organizations work diligently to provide our community with services, opportunities and greater access to our beautiful natural world; and

WHEREAS, Gaining the title of Mountain Mardi Gras Royalty is contingent upon raising money for a chosen locally established non-profit organization; and

WHEREAS, The 2024 Nominees are deserving, community driven, non-profit supporting, residents of our small mountain community; and

WHEREAS, The Mountain Mardi Gras Royalty selection is: xxxxxxx and xxxxxx who collectively supporting Homes for Our Troops; and

WHEREAS, The 2024 Town of Fairplay Mountain Mardi Gras Royalty will be guests of honor on Saturday, February 10<sup>th</sup> at the Town of Fairplay Mountain Mardi Gras Celebration, amidst delicious, decadent and to-die-for delicacies, and terrific, traditional adult beverages, as well as, New Orleans style entertainment;

NOW THEREFORE, I, Frank Just, Mayor of the Town of Fairplay, Colorado do hereby proclaim xxxxxxx and xxxxxxx Royalty for the Town of Fairplay's 2024 Mountain Mardi Gras Celebration, and thus, do order herewith the immediate commencement of this year's Mountain Mardi Gras funds drive to benefit Homes for Our Troops!

Given under my hand and official seal of the Town of Fairplay, Colorado, this 8th day of January, 2024.

Town of Fairplay, Colorado

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

# Kite Lake Improvement Plan

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National Forest Foundation  
U.S. Forest Service

## Project Overview:

In 2023 the Conservation Fund acquired private properties at and around the summit of Mt. Democrat and Kite Lake trail head. This acquisition was purchased, through a land transfer, to USFS to ensure public access was provided to this historic Fourteener. The Kite Lake Improvement plan is a collaborative effort focused on reducing impacts from recreational activities and protecting natural resources.

## Project Necessity:

This project area is within the Buckskin Creek Watershed, an area heavily impacted due to the popularity of its surrounding Fourteeners. Unsustainable camping and sanitation activities occur throughout this sensitive watershed, and our goals are to preserve, protect, and improve the resources throughout this area for future generations by implementing viable management practices that address resource impacts and make the area resilient to surrounding recreation.

## Objectives:

- Designate camping areas
- Expand sanitation facilities
- Increase public safety
- Trail Maintenance

## Budget:

- Total: 2.657 MIL  
Applicant/Partner Cash Match:
  - GOCO Funds: 2 MIL
  - USFS: 160K
  - TOA: 2.5K
  - LWTF: 493K *\*pending*







## HomeServe has acquired ServLine

Offering a solution for utilities to recapture lost revenue from customer water leaks, and protect customers from an unforeseen and potentially costly expense from water loss.

Customer water leaks can negatively impact utility budgets, efficiency and customer perception. Leak adjustments are a partial solution, but they are reactive and don't cover the entire cost for the utility or the homeowner. ServLine Water Leak Protection is designed to protect all qualifying customers from this potentially costly expense and ensures the utility is made whole.

### Benefits to Utilities

#### Costs

- Customers' excess water bills get paid by ServLine
- Utility recaptures lost revenue from adjustments and bad debts

#### Administration

- Staff workload is reduced, becomes simplified and consistent

#### Customer Satisfaction

- Public relations improved
- Greater satisfaction with utility

### Benefits to Homeowners

#### Financial Protection

- No deductible
- No cost from excess water bill

#### Better Experience

- Seamless processing of claims
- Staff to ensure resident satisfaction

#### Increased Awareness

- Materials sent to residents about responsibility
- Questions answered by ServLine
- Peace of mind that unexpected expenses will be fully covered



## HomeServe has acquired **ServLine**

Offering a solution for utilities to recapture lost revenue from customer water leaks, and protect customers from an unforeseen and potentially costly expense from water loss.

### A **win-win** for utilities and customers\*

#### Common Utility Leak Policy

- Leak - \$700 bill to customer
  - Average normal bill - \$50 per month
  - 50% leak adjustment for customer
  - 50% of the water bill written off by utility
- 
- Leak cost above average bill - \$650
  - Customer pays utility - \$325 + \$50 = \$375
  - Utility pays - \$325

#### ServLine

- Leak - \$700 bill to customer
  - Average normal bill - \$50 per month
  - 100% leak adjustment for customer
  - 100% of the water bill paid to utility
- 
- Leak cost above average bill - \$650
  - Customer pays utility - \$50 (avg. bill only)
  - ServLine pays utility - \$650\*\*
  - Utility pays - \$0

#### Simple claims process:

- Customer receives bill
- Customer fixes leak
- Customer calls ServLine
- ServLine pays overage from average bill directly to utility
- Customer is completely satisfied!

\* Sample scenario

\*\* ServLine Water Leak Protection covers up to the limit selected by the utility

## NLC Service Line Warranty Program

# WHY SHOULD OUR CITY offer this program?



### Because aging infrastructure impacts private lines, too.

Nationwide a water main breaks every two minutes. The same elements that cause those failures also exist on your residents' private lines: age of lines, deteriorating pipe material, freezing and thawing, and ground shifting.

This program provides an optional — proactive — solution to a problem that is bound to strike your residents at some point in time.



### Homeowners believe service line repairs are the municipality's responsibility.

When private service lines break or leak, many homeowners call the municipality first and are often surprised — and frustrated — to learn that the municipality can't help.

Educational marketing about homeowners' responsibility for service lines is a key component of the program.



### An unexpected repair expense can be hard on a budget — and peace of mind.

Studies show that most Americans do not have enough savings to cover an emergency repair cost that could be from hundreds to as much as \$3,500 or more. In addition, many can be overwhelmed by having to find a trustworthy contractor.

The program provides affordable repair plans backed by vetted, local-area contractors, keeping dollars in the local economy.

For more information call:  
**1-866-974-4801** or visit  
[watersolutions.homeserve.com](http://watersolutions.homeserve.com)

Or scan here  
to learn more:



**NLC Service Line  
Warranty Program**

by



# Program Highlights



- ▲ The only utility line warranty program endorsed by the National League of Cities (NLC) and multiple state leagues
- ▲ Educates homeowners about their lateral line responsibilities
- ▲ Program handles all resident communications, service delivery and administration at no cost to the municipality
- ▲ Reduces calls from residents to the municipality for lateral water and sewer line issues
- ▲ 24/7/365 bilingual customer service
- ▲ All repairs performed to city code by local-area, licensed contractors, keeping money in the local economy



## HomeServe has:

- ▲ **Over 1,200** municipal, utility and association partners across North America.
- ▲ **4.8 out of 5 stars\*** customer satisfaction rating.
- ▲ Performed over **2.2 million repairs** over the last three years, saving customers over **\$1.1 billion.**

\* Customers surveyed after receiving service between 7/1/2022 - 12/31/2022.



Scan here to learn more:



NLC Service Line Warranty Program

by





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# PROPOSAL

---

## SERVLINE UTILITIES PROTECTION

*We pay for high water bills caused by customer leaks*

HOMESERVE USA  
7134 Lee Highway, Chattanooga, TN 37421  
1 (866) 974-4801, [info@servline.com](mailto:info@servline.com), [www.servline.com](http://www.servline.com)

Prepared For

### TOWN OF FAIRPLAY

PO Box 267  
Fairplay, CO 80440

Proposal Issued: November 15, 2023

Proposal Valid:  
30 Days from Issue Date

*This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company. Insurance for the ServLine program is issued to utilities and placed through HomeServe Insurance Agency Corp., a licensed Insurance agency. ServLine is a registered trademark.*

## EXECUTIVE SUMMARY – UTILITY & COMMUNITY PROTECTION

### TOWN OF FAIRPLAY

We understand that you are tirelessly working to improve and supply the best overall product while also often thanklessly striving to offer excellent customer service.

### DESPITE ALL YOUR EFFORT – CUSTOMER LEAKS STILL CAUSE

- Financial Strain
  - Administrative *and* Customer Burden
  - Issues to Undermine Public Perception
- 

### MEET SERVLIN BY HOMESERVE

ServLine is a full-service customer leak solution. We pay for high water bills caused by customer leaks by insuring the Utility. More specifically, by insuring the Leak Protection Program and then administering it on your behalf.

- Financial Assistance
- Administrative Support & Customer Relief
- Public Relations Credibility



# PROGRAM COMPARISON SIDE BY SIDE – LAP & LPP

## COMPARISON TERMS

- LAP: Leak Adjustment Policy
- LPP: Leak Protection Program
- Frequency: Determined by the number of times an adjustment can be filed in a given time
- Qualifications: Determined by whether or not there is a limit that must be met prior to allowing for an adjustment
- Benefits are reflective of your current Leak Adjustment Policy & data
- Benefits are determined by how customer leaks are being adjusted. Unprovided benefits will not be covered

### TOWN OF FAIRPLAY - CURRENT LAP

#### BENEFIT FREQUENCY

No Written Leak Adjustment Policy  
 No Billing Cycle Frequency Allowance Stated

#### BENEFIT QUALIFIER

No Written Leak Adjustment Policy

#### ADDITIONAL COVERED BENEFITS

No Benefit Exceptions

### SERVLIN LEAK PROTECTION PROGRAM (LPP)

#### BENEFIT FREQUENCY

1 Occurrence/ 12-month  
 2 Consecutive billing cycles allowed per occurrence  
*Ex. 1 billing cycle (month bill), 2 billing cycles (months)*

#### BENEFIT QUALIFIER

2X Average Bill

#### ADDITIONAL COVERED BENEFITS

Dripping/ Leaking Faucets  
 Running Toilets/ Commodes  
 Water Heaters



# PROPOSED SAMPLE LEAK PROTECTION PROGRAM POLICY (LPP)

## TOWN OF FAIRPLAY

### PROPOSED SAMPLE LEAK PROTECTION PROGRAM POLICY

Town of Fairplay is changing our Leak Adjustment Policy effective DATE 1, 2023.  
The following are qualifications for leak adjustments for the Town of Fairplay:

1. It is the customer's responsibility to keep their plumbing system in good working order.
2. No customer shall receive more than one (1) leak adjustment that could incorporate a maximum of two (2) billing cycles during any twelve (12) month period.
3. To qualify for a leak adjustment, the eligible plumbing leak must generate a minimum additional charge of at least two (2) times the average of the past twelve (12) months' bills.
4. Adjustments on water bills will NOT be made on the following:
  - a. Residential Customers who do not have their own water meter.
  - b. Commercial or Industrial Customers.
  - c. Premises left or abandoned without reasonable care for the plumbing system.
  - d. Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc., leaks on any water lines coming off the primary water service line, plumbing leaks in any structure other than the primary residence.
  - e. Negligent acts such as leaving water running.
  - f. Excess water charges not directly resulting from a qualifying plumbing leak.
  - g. Filling of swimming pools or leaks in swimming pools.
  - h. Watering of lawns or gardens.
  - i. *Master-metered multi-habitational accounts. (OPTIONAL)*
5. In the event of a qualifying leak adjustment, the customer will be responsible for paying their average bill. The average bill will be calculated using the previous twelve (12) months' bills, excluding the high bills pertaining to the qualifying leak. The leak adjustment amount will be reimbursed up to Town of Fairplay's chosen protection limit less the customer's average bill.
6. The Town of Fairplay shall not be obligated to make adjustments of any bills not submitted for adjustment within ninety (90) days from the billing date.
7. Customers must present proof that a leak has been repaired before an adjustment will be made. (i.e. copy of invoice for materials or bill from plumber)
8. In any case where a customer might incur a leak before there is three (3) months of average usage, an adjustment will not be made until they have established three (3) months of average usage.
9. Any enrolled customer may decline to participate in our ServLine Leak Protection Program by calling Phone Number. Any customer declining to participate in the program will be responsible for the full amount of their water bill with no adjustments being made. Our new Town of Fairplay ServLine Program is the only way qualifying leak adjustments will be made for leaks occurring after DATE 1, 2023.







## LEAK PROTECTION PROGRAM

*Imagine what you could do if you were paid for every customer's high water bill – and no longer had to manage their frustration over having to pay for it.*



# WATER LEAK PROTECTION

Limit of Protection	Residential Monthly Rate
\$500 (Per Occurrence)	\$ 1.75
\$1,000 (Per Occurrence)	\$ 2.00
\$2,500 (Per Occurrence)	\$ 2.35

Deductible	Waived
Reporting Conditions	Customer Schedule
Reporting & Adjustment Period	Monthly

### Special Terms and Conditions

- Coverage will be designed to reflect Town of Fairplay's Leak Protection Guidelines and eligibility established with ServLine.
- Master Metered Habitational (Residential Only) \$2.50 per unit
  - Limit Applies to Property Only and does not apply to units directly.
- Charges will be applied to the customers' utility bill.
- Limit of protection to be selected by the Utility.

*Note: Discount on rates if the above coverages are offered by electing to include in your base rate rather than on the utility bill.*





## SERVICE LINE PROTECTION PLANS

*Consider how a customer will feel about you when they realize that you had the foresight to provide optional solutions to help with their responsibility.*

*The following Service Line Protection Plans are service contracts that cover the private portion of the water and sewer infrastructure. They are separate from the Leak Protection Program and are not insurance policies. Service contracts provide the most comprehensive customer experience for our service line protection products.*



## EXTERNAL WATER SERVICE LINE PLAN

<b>Homeowner Rate:</b>	<b>Consumer Discount:</b>
\$5.39 per month	10% Discount Applied

### Description:

Includes services to locate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to: leaks, breaks, corrosion, blockages, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

### Eligible Properties:

A single structure permanently secured to the ground and the land it is located on that is used and zoned only for residential occupancy, including:

Single-family homes

Townhomes and apartments

Multi-family homes

### Covers Homeowners' Responsibility:

From the point of utility's responsibility to the water meter or main shut-off valve inside the home.

### Product Highlights:

Off-bill. Billing for these products is handled directly between HomeServe and the customer

One-call solution to file a claim. No paperwork, or forms, to fill out to file claims

Educates homeowners about their water service line responsibility

Up to \$10,000 coverage per service call

No annual or lifetime limits, deductibles, or service fees

One-year guarantee on all covered repairs

Coverage includes thawing of the frozen external water service line and repairs to non-functioning pressure reducing valves and backflow prevention devices that are part of the line



## EXTERNAL SEWER/SEPTIC LINE PLAN

<b>Homeowner Rate:</b>	<b>Consumer Discount:</b>
\$8.99 per month	10% Discount Applied

### Description:

Includes services to locate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), and other types of damage that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

### Eligible Properties:

A single structure permanently secured to the ground and the land it is located on that is used and zoned only for residential occupancy, including:

Single-family homes

Townhomes and apartments

Multi-family homes

### Covers Homeowners' Responsibility:

From the external wall of the home to the utility's responsibility.

### Product Highlights:

Off-bill. Billing for these products is handled directly between HomeServe and the customer

One-call solution to file a claim. No paperwork, or forms, to fill out to file claims

Educates homeowners about their water service line responsibility

Up to \$10,000 coverage per service call

No annual or lifetime limits, deductibles, or service fees

One-year guarantee on all covered repairs

Coverage includes repairs to non-functioning grinder pumps that are part of the line



## INTERIOR PLUMBING AND DRAINAGE PLAN

<b>Homeowner Rate:</b>	<b>Consumer Discount:</b>
\$9.89 per month	10% Discount Applied

### Description:

Provides coverage and repairs for the inside of the home. Coverage includes the emergency breakdown costs of repairing or replacing interior water service and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair or replacement of floor drain, toilet flanges, supply or drain pipes, angle stops, P-traps and ball valves.

### Eligibility:

A single structure or single housing unit within a structure not intended to be moved that is used and zoned only for residential occupancy, including:

- Single-family homes
- Townhomes and apartments
- Multi-family homes

### Product Highlights:

- Off-bill. Billing for these products is handled directly between HomeServe and the customer
- One-call solution to file a claim. No paperwork, or forms, to fill out to file claims
- Up to \$3,000 coverage per service call, with up to 2 service calls per annual term
- No lifetime limits, deductibles, or service fees
- One-year guarantee on all covered repairs





SERVLINE  
by HomeServe®

APPENDIX



SERVLINE  
by HomeServe®



## LEAK PROTECTION PROGRAM DEFINITIONS

### Water Leak Protection

Water Leak Protection covers excess water bills caused by a qualifying leak on the customer's side of the meter/point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.

### Sewer Leak Protection

Sewer Leak Protection covers excess sewer bills in the event of a qualifying leak at the customer's point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.

### Residential

Residential is defined as 2" meters or less with a single residential unit occupied as a residency. A qualifying unit must have a single meter to which it can be accounted for independently.

### Commercial

Commercial is defined as 2" meters or less with business or agricultural occupancy excluding master-metered habitational. A qualifying unit must have a single meter to which it can be accounted for independently.

Single Occupancy - Building has one business occupying space.

Multiple Occupancy - Building has more than one business occupying space.

### Master-Metered Habitational

Multi-Unit residential property with a master-meter measuring usage for all units.

### Farms

**Residential Farm:** Any farm that is a hobby or that does not derive additional income. There is no Agriculture meter or separate metered structures on the property and meets residential definition of the insurance company.

**Commercial Farm:** Any Farm that has an Agriculture meter/meter that services barns, cattle troughs, or other structures. Any Farm who derives income from the activities of the farm.

### Rates w/ Data

The rates furnished in this Proposal are determined by the data you have provided. It is mutually understood that the data produced, along with your explanation of how to interpret what is included in your data is done so in good faith and is complete and true to the best of your knowledge. All other factors have been determined in partnership with ServLine.

### Leak Protection Program

The ServLine Leak Protection Program enhances your current Leak Adjustment Policy and acts as a superseding document which will overlay your existing policy with the given enhancements. All qualifying customer leaks would adhere first to your ServLine Leak Protection Program and then would be addressed by your existing Leak Adjustment Policy. As a recommendation - Your Leak Adjustment Policy would be updated to address unqualifying leaks rather than qualifying customers who choose to decline protection.





## SUMMARY FOR LEAK PROTECTION PROGRAM

### BILLING

Agency Monthly Reporting

### PROJECT SCOPE & PROCESS

Approval of ServLine  
 Program Implementation  
 Utility Staff Training  
 Announcement Materials  
 Setup and Integration  
 ServLine Administers Leak Protection Program  
 ServLine Handles Claims, Payments and Customer Service

### TERMS AND CONDITIONS

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage part for details on coverage and exclusions.

Average claims payment is between 10 - 20 Days.  
 Claims volume is due to change with seasons or other unforeseen events.  
 Pricing does not include taxes.

Reports & Premium due by the 15th of the month following a reporting period.  
 Example: Participating customers for Month of January would be due no later than February 15th.  
 Premium payments include all participating customers and are not dependent on customer payment to the utility nor pending claims payments.

*This quote is valid for thirty (30) days from the date of this letter.  
 All rates are per participating customer per month.*

### THANK YOU

Thank you for your interest in becoming a valuable client of ServLine. We exist to make your Utility stronger and help you achieve your goals. One of our chief goals is to serve you and to earn the privilege of being one of your favorite service providers. The ServLine team is always looking to establish long-term meaningful relationships with the opportunity to serve your Utility and your customers with integrity and excellence.

### DISCLAIMER

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company.



## SERVICE LINE PROTECTION PLAN HIGHLIGHTS

Off-bill. Billing for these products is handled directly between HomeServe and the customer

No cost to the utility

Educates customers/homeowners on their responsibilities regarding their private service lines

Allows customers/homeowners to opt-in to the specific products they want

24/7/365 customer support

One-call solution to file a claim. No paperwork, or forms, to fill out to file claims

A national network of vetted, licensed, local area contractors is utilized to make the repairs

No service charges, deductibles, reimbursements, or out of pocket costs.

Affordable rates and multiple payment methods

Plans pay contractors directly for covered work performed

Provides peace of mind for homeowners

Service Line Protection Plans are endorsed by the National League of Cities as well as multiple state municipal leagues



# SERVICE LINE PROTECTION PLAN AGREEMENT

## SERVICE LINE PROTECTION PLAN AGREEMENT

EFFECTIVE DATE: \_\_\_\_\_

This SERVICE LINE PROTECTION PROGRAM AGREEMENT is by and between the Town of Fairplay, Colorado (“Town”), and HomeServe USA Repair Management Corp. (“Company”).

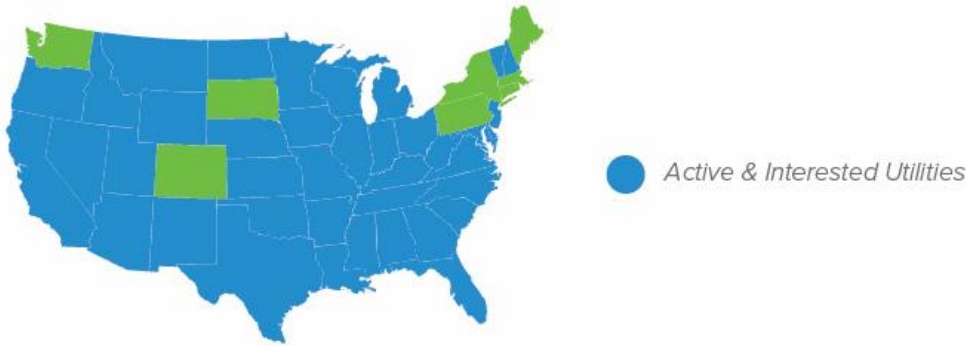
1. **Plans.** Company is the administrator of the National League of Cities Service Line Warranty Program which provides services to homeowners and other consumers for the repair of domestic infrastructure and related systems (“Plans”). Such Plans may include:
  - A. **External Water Service Line Plan** (initially, **\$5.39 per month**); Homeowner responsibility: from the utility’s responsibility to the water meter or main shut-off valve inside the home; Limit: Unlimited number of calls/ \$10,000 per call/Unlimited annual maximum.
  - B. **External Sewer Service Line Plan** (initially, **\$8.99 per month**); Homeowner responsibility: from the external wall of the home to the utility’s responsibility; Limit: Unlimited number of calls/\$10,000 per call/Unlimited annual maximum.
  - C. **Interior Plumbing and Drainage Plan** (initially **\$9.89 per month**); Limit: 2 service calls per annual term/\$3,000 per call.

Company may adjust the Plan fees by no more than \$.50 per month in any 12-month period, unless otherwise agreed by the parties in writing. The pricing of the Plans are based upon the currently applicable Town, municipal or similar codes. In the event of an applicable code change, Company shall have the ability to reassess the pricing. Pricing does not include taxes.
2. **Informational Campaign.** From time to time, the parties will conduct informational campaigns consisting of Company materials of the Plans to be inserted into standard Town mailings to homeowners.
3. **Term.** The term of this Agreement shall be for one (1) year from the Effective Date and will automatically renew for additional one (1) year terms unless one of the parties gives the other written notice of at least ninety (90) days prior to end of the term of its intent not to renew.

<p><b>TOWN OF FAIRPLAY</b></p>  <p>_____</p> <p>Name:</p> <p>Title:</p>	<p><b>HOMESERVE USA REPAIR MANAGEMENT CORP.</b></p>  <p>_____</p> <p>Name: Michael Backus</p> <p>Title: Chief Growth Officer</p>
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## CLIENTS & PARTNERS



## ASSOCIATION PARTNERS INCLUDE

National Rural Water Association (NRWA), Tennessee Association of Utility Districts (TAUD), Georgia Rural Water Association (GRWA), North Carolina Rural Water Association (NCRWA), Alabama Rural Water Association (ARWA), Alliance of Indiana Rural Water Association (AIRWA), Illinois Rural Water Association (IRWA), Iowa Rural Water Association (IRWA), Rural Water Association of Arizona (RWAA), Arkansas Rural Water Association (ARWA), California Rural Water Association (CRWA), Michigan Rural Water Association (MRWA), Delaware Rural Water Association (DRWA), Kentucky Rural Water Association (KRWA), Maryland Rural Water Association (MRWA), New Mexico Rural Water Association (NMRWA), Mississippi Rural Water Association (MRWA), Ohio Rural Water Association (ORWA), Virginia Rural Water Association (VRWA), Rural Water Association of Utah (RWAU), Idaho Rural Water Association (IRWA), New York Rural Water Association (NYRWA), (Nevada Rural Water Association (NvRWA), Montana Rural Water Systems (MRWS), Louisiana Rural Water Association (LRWA).



## INSURANCE PROVIDERS INCLUDE

Hanover Insurance Company, Virginia Surety Company, Inc.



# THANK YOU





**Town of Fairplay**  
400 Front Street • P.O. Box 267  
Fairplay, Colorado 80440  
(719) 836-2622 phone  
(719) 836-3279 fax  
www.fairplayco.us

## STAFF REPORT

**TO:** Mayor and Board of Trustees

**FROM:** Janell Sciacca, Town Administrator

**RE:** New Business Item A – South Park Food Bank Lease for 501 Main  
Resolution No. 4, Series of 2024

**DATE:** January 8, 2024

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### **BACKGROUND/ANALYSIS:**

The Town originally approved a 1 year lease in 2019 with the South Park Food Bank for use of 750 s.f. of space at 501 Main. The agreement has been renewed for subsequent years with no updates to the space used or rates charged. Staff supports and is recommending the lease be renewed for calendar year 2024, but does recommend changes to reflect the actual space and utilities used.

There have been no significant issues with the use and the Food Bank provides a very important service to the community and Park County as a whole. Therefore, Staff recommends renewal for 2024 with the lease fee being increased from \$10/year to \$100/year, and the percentage of utilities paid being increased from 10% to 30%. These more accurately reflect the square footage of the building they occupy, which is approximately 2,400 s.f. and the fact that they are the only active use in that building with 9 electrical appliances (refrigerators and freezers). These figure were not inserted into the agreement in case the Board would like to approve different amounts.

### **STAFF RECOMMENDATION**

Staff recommends the Board approve Resolution No. 4, Series of 2024 as presented by a motion, second and roll call vote.

Attachments:

- Resolution No. 4, Series of 2024
- Exhibit A - Lease Agreement

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 4  
(Series of 2024)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A TEMPORARY LEASE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND THE SOUTH PARK FOOD BANK FOR USE OF SPACE AT 501 MAIN STREET.**

**WHEREAS**, the Town Board of Trustees recognizes the value that the South Park Food Bank brings to the community; and

**WHEREAS**, the Town of Fairplay previously approved a Lease Agreement with the South Park Food Bank and the Food Bank is a reputable and charitable organization that provides an extremely valuable service citizens in Fairplay and Park County as a whole; and

**WHEREAS**, The Board of Trustees desires to renew the temporary lease agreement with South Park Food Bank for a portion of 501 Main Street so as to continue to allow for this community service based organization to have a physical location and place for storage and distribution of food, clothing and other much needed supplies to the needy and anyone struggling financially within the Town of Fairplay and South Park area.

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

**SECTION 1.** the Lease Agreement Between the Town of Fairplay, Colorado, and the South Park Food Bank for usage of a portion of 501 Main Street, attached hereto as Exhibit A, is hereby authorized and approved and the Mayor is authorized to execute the same on behalf of the Town.

**RESOLVED, APPROVED, AND ADOPTED** this 8<sup>th</sup> day of January, 2024.

**TOWN OF FAIRPLAY, COLORADO**

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

**ATTEST:**

\_\_\_\_\_  
Janell Sciacca, Town Clerk

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is entered into this 8th day of January, 2024, by and between the **TOWN OF FAIRPLAY, COLORADO**, a Colorado municipal corporation whose address is 901 Main Street, PO Box 267, Fairplay CO 80440 ("Lessor") and the **SOUTH PARK FOOD BANK**, a Colorado nonprofit corporation whose address is 501 Main Street, PO Box 2068, Fairplay, CO 80440 ("Lessee").

Lessee hereby agrees to lease from Lessor the premises situated in the Town of Fairplay, County of Park and State of Colorado, described as a portion of the building located at 501 Main Street, Fairplay, Colorado 80440, upon the following TERMS and CONDITIONS.

- 1. Leased Premises.** Subject to the terms and conditions set forth herein Lessor leases to Lessee, and Lessee agrees to lease from Lessor, the premises described and/or depicted in **Exhibit A** attached hereto and incorporated herein consisting of approximately 2,400 square feet of office space located at 501 Main Street, Fairplay, Colorado 80440 (the "Leased Premises")
- 2. Term and Rent.** Lessor leases the Leased Premises for a term of twelve (12) months commencing on January 1, 2024 and terminating on December 31, 2024, at the rental rate of \_\_\_\_\_ (\$\_\_\_\_\_) for the rental term payable upfront. All rental payments shall be made to Lessor, at the address specified above provided, however, that should Lessee cease to exist this Lease shall terminate.
- 3. Use.** Lessee shall use and occupy the Leased Premises solely for the purpose of continuing operations of the South Park Food Bank and storing materials needed for said operations. Lessor represents that the premises may lawfully be used for such purpose.
- 4. Care and Maintenance of Leased Premises.** Lessee acknowledges that the Leased Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the interior of the Leased Premises in good and safe condition and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and parking area. Lessor shall be responsible for maintenance and repair of the portion of the building not included in the Leased Premises and well as the building grounds. Prior to execution of this lease Lessor and Lessee have conducted a walk through to determine the exact condition of the facility and have documented any damage to the facility existing prior to the date of this lease.
- 5. Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the Leased Premises, other than non-structural alterations reasonably necessary to the uses of the Leased Premises identified in paragraph 3 above. Lessor's approval of requested alterations shall not be unreasonably withheld.



- 6. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the Leased Premises, occasioned by or affecting the use thereof of the Lessee.
- 7. Assignment and Subletting.** Lessee shall not assign this Lease or sublet any portion of the Leased Premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such Assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.
- 8. Utilities.** Lessee shall pay to Lessor on a monthly basis \_\_\_\_\_ percent (\_\_\_\_%) of the actual cost of utilities to the building which are not separately metered or billed to the Leased Premises including sewer, water, gas, and electricity but not including telephone service which shall be billed directly to the Lessee.
- 9. Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Leased Premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this Lease to place upon the Leased Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Leased Premises thereafter. Lessor shall use all reasonable efforts to coordinate any such inspections with Lessee in order to minimize the impact on Lessee's regular business activities.
- 10. Possession.** If Lessor is unable to deliver possession of the Leased Premises at the commencement hereof, Lessor shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within five days of the commencement of the term hereof.
- 11. Liability.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, (but not including the portion of the building not leased by the Lessee or the outside of grounds of the building) and Lessee agrees to hold Lessor harmless from any claim for damages. Nothing herein contained shall be deemed or construed to waive any of the protections afforded to Lessor by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* (the "GIA").
- 12. Insurance.** Lessee, at his expense, shall maintain public liability insurance covering the Leased Premises, including bodily injury in an amount not less than the limits of liability contained in the GIA as it may be amended from time to times. Lessee shall provide the Lessor with a Certificate of Insurance showing compliance with this paragraph. The Certificate shall provide for a then-day written notice to Lessor in the event of Cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist. Lessor shall maintain casualty insurance covering the value of the building and the value of any contents owned

by Lessor. Lessee shall maintain insurance adequate to cover any personal property or fixtures owned by it.

- 13. Taxes.** Lessee shall pay any and all personal property taxes and other taxes attributable to Lessee's use and occupancy of the Leased Premises. Real property taxes shall be paid by Lessor at Lessor's sole expense.
- 14. Attorney's Fees.** In case suit should be brought for recovery of the Leased Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Leased Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee.
- 15. Notices.** Any notice which either party may, or is required to give, shall be given mailing same, postage prepaid, to Lessee at the Leased Premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.
- 16. Heirs, Assigns, Successors.** This Lease is binding upon and inures to the benefit of the heirs, successors in interest to the parties
- 17. Non-appropriation.** As required by Article X, Section 20 of the Colorado Constitution, any financial obligations of Lessor not to be performed during the current fiscal year contained in this Lease are subject to annual appropriation of sufficient funds by the Fairplay Board of Trustees. Should the Board of Trustees, in any year during the term of this lease, not appropriate sufficient funds for the performance of its obligations herein contained the Leased Premises shall be vacated and possession returned to the Lessor on the last day for which a valid appropriation exists.
- 18. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties.

LESSEE:

TOWN OF FAIRPLAY, COLORADO

\_\_\_\_\_  
South Park Food Bank President

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

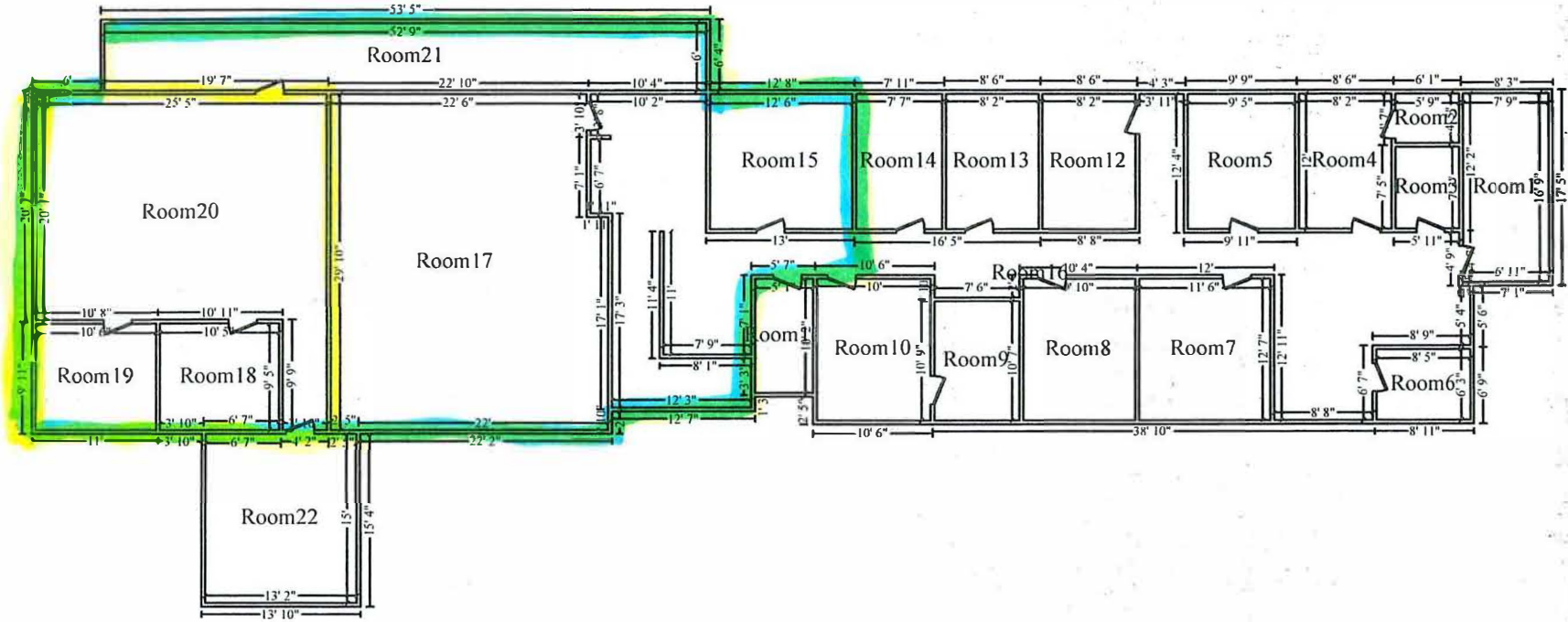
ATTEST:

\_\_\_\_\_  
Janell Sciacca, Town Clerk

Ground

# EXHIBIT A - Resolution No. 4, Series of 2024

 Designates Used Space - Approximately 2,400 s.f.



Ground



## Town of Fairplay

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

### STAFF MEMO

**TO:** Board of Trustees for the Town of Fairplay  
**FROM:** Janell Sciacca, Town Administrator  
**RE:** Resolutions 5 & 6, Series of 2024 – ORC Services  
**DATE:** January 8, 2024

---

#### SUMMARY/BACKGROUND:

The Town of Fairplay owns and operates the Water and Wastewater Enterprise which provides Water and Sewer services to the community. Each facility is regulated by the Colorado Department of Health & Environment (CDPHE) which requires an Operator in Responsible Charge (ORC) that holds a current certificate in the same category, and at the same or higher level, as the system or facility classification to be designated and delegated the responsibility of operating the system. While current Town Staff is working toward these certifications, it will take years for them to gain the knowledge and training in order to obtain the levels required to operate the Town's systems. Therefore, the Town must look to contract out management and operation which can be challenging due to our geographic location and limited and affordable housing availability.

Marty Deline and Keith Chisholm of Warm Springs Consulting, LLC live in or near Town, have Class A Water Operator and Class 4 Wastewater Collection Certifications, and between them over 80 years of operational experience and knowledge.

The main duties of an ORC are to:

- Be responsible for the operation and maintenance of the facility.
- Know and understand the requirements of applicable permits, laws and regulations.
- Provide supervision and oversight to other Operators working in the facility.
- Develop and maintain a written delegation plan if any tasks or activities are delegated to others.

The initial contract was approved in 2021 and has been renewed annually since then. The Town is very fortunate to have these gentlemen living and working in our community and they are committed to ensuring the provision of quality services to our citizens and have both expressed a desire to renew the agreement for 2024.

#### Recommendation:

Staff recommends approval of Resolutions No. 5 & 6, Series 2024, as presented by motion, second and a roll call vote.

Attachments:

- Resolutions No. 5 & 6, Series 2024
- Professional Services Agreements

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 5  
(Series of 2024)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WARM SPRINGS CONSULTING, L.L.C. FOR OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES FOR THE TOWN OF FAIRPLAY WATER TREATMENT FACILITY.**

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

**WHEREAS**, the Board of Trustees, acting by and through the Town of Fairplay Water and Wastewater Enterprise Board, (the “Board”) has the power, pursuant to Fairplay Municipal Code Chapter 2, Article VII, Sec. 2-7-40, to assess, oversee, monitor and review the construction, operation and maintenance of the Town's water and wastewater utility systems, in accordance with the Town's ordinances and the approved Water and Wastewater Enterprise budget; and

**WHEREAS**, Warm Springs Consulting, LLC (“Consultant”) has expressed desire to continue providing Operator In Responsible Charge (ORC) services for the Water Treatment Plant; and

**WHEREAS**, Warm Springs Consulting, LLC (“Consultant”) represents it is qualified to provide such technical services; and

**WHEREAS**, the Board of Trustees (the “Board”), has determined that it is in the best interests of the Town to contract for Operator in Responsible Charge services of the Water Treatment Plant;

**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.** This resolution shall become effective upon adoption.

**RESOLVED, APPROVED, and ADOPTED** this 8<sup>TH</sup> day of January, 2024.

**TOWN OF FAIRPLAY, COLORADO**

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

**ATTEST:**

\_\_\_\_\_  
Janell Sciacca, Town Clerk

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made and entered into this 8<sup>th</sup> day of January, 2024, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Warm Springs Consulting, 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 B**, 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 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: Marty Deline  
Warm Springs Consulting, LLC  
PO Box 1480  
Fairplay, CO 80440

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

CONSULTANT

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

Its: \_\_\_\_\_

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Warm Springs Consulting, LLC.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### WARM SPRINGS CONSULTING, LLC OPERATOR IN RESPONSIBLE CHARGE (ORC) DUTIES AND SERVICES

Contractor is hired to act as the Operator in Responsible Charge ("ORC") for the Town's Water Treatment Facility ("WTF") in accordance with Regulation 100 of the Colorado Department of Public Health and Environment ("CDPHE") operator certification requirements.

Pursuant to the Agreement, and Contractor shall:

Protect the public health and the environment in the conduct of all duties, be accountable for the operation and maintenance of the water or wastewater facility and be responsible for understanding the requirements of the applicable permits, laws and regulations. These duties include the following:

- a) Controlling, supervising or actively participating in the planning, operation and maintenance of a water or wastewater facility;
- b) Making process control and system integrity decisions on the operation and maintenance of the water or wastewater facility;
- c) Making decisions and initiating actions regarding the operation of the water or wastewater facility in a timely manner;
- d) Inspecting and testing new, modified, or repaired facilities prior to placing or returning such facilities into service;
- e) Developing maintenance programs;
- f) Developing and maintaining a written operating plan as described in section 100.12.6 as appropriate;
- g) Reporting instances of non-compliance or situations that could result in non-compliance as appropriate to facility owners and the Department;
- h) Being on call for emergencies and coordinating emergency response and repair to the water or wastewater facility and system;
- i) Serving as a liaison in communication with CDPHE, consulting engineers, contractors, and all third parties having business dealings associated with the water of wastewater facility and system.
- j) Actively participate in planning and projects associated with the construction, operation and maintenance of the water or wastewater facility.
- k) Develop standard operating procedures (SOPs) for optimal system operation.
- l) Provide cross-training to other operators.
- m) Encourage other operators to become certified or upgrade their certifications.
- n) Maintain centrally-located, easily accessible system information.
- o) Stay informed about regulatory requirements and best practices to help ensure optimal system operation and system compliance
- p) Perform all required reporting in accordance with regulatory and/or permit requirements.
- q) Perform recordkeeping in accordance with regulatory and/or permit requirements.
- r) Develop, update and implement an Operations and Maintenance Plan/Manual .
- s) Develop and maintain a schedule of required sampling and perform follow-up responsibilities.
- t) Schedule and attend inspections/sanitary surveys
- u) Perform or supervise the duties enumerated in 100.11.2 (Exhibit 1)
- v) Develop maintenance programs.
- w) Ensure practice of property security procedures.
- x) Attend quarterly Board of Trustee Meetings to report on responsibilities and activities.

**EXHIBIT 1**

100.11.2 Certified operators shall protect the public health and the environment by properly performing and/or supervising the activities pertinent to controlling the operation of a water or wastewater facility in accordance with a written operating plan as described in section 100.12.6 as appropriate to their level of certification, including but not limited to the following:

- (a) controlling the selection of or flow from a source to a water or wastewater facility and controlling the selection of or flow from a water or wastewater facility to a receiving body or system;
- (b) controlling the processing of raw and/or treated and/or finished water/wastewater;
- (c) preparing and/or controlling chemical addition for water or wastewater treatment;
- (d) observing and taking necessary actions in response to variations in operating conditions;
- (e) interpreting meter and/or gauge readings and adjusting facility processes based on such interpretations;
- (f) controlling the operation and maintenance of valves and/or gates;
- (g) controlling the operation and maintenance of pumps;
- (h) maintaining logs and/or records;
- (i) collecting and/or analyzing process control samples; and
- (j) reporting instances of non-compliance or situations that could result in non-compliance to the certified operator in responsible charge.

**EXHIBIT B****COMPENSATION**

**Compensation.** For the Services provided by the Consultant pursuant to **Exhibit A.** Consultant shall receive compensation in the amount of Four Thousand and Five Hundred Dollars (\$4,500.00) per month. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.



**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 6  
(Series of 2024)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ACTING BY AND THROUGH THE TOWN OF FAIRPLAY WATER AND WASTEWATER ENTERPRISE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WARM SPRINGS CONSULTING, L.L.C. FOR OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES FOR THE TOWN OF FAIRPLAY WASTEWATER TREATMENT FACILITY.**

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

**WHEREAS**, the Board of Trustees, acting by and through the Town of Fairplay Water and Wastewater Enterprise Board, (the “Board”) has the power, pursuant to Fairplay Municipal Code Chapter 2, Article VII, Sec. 2-7-40, to assess, oversee, monitor and review the construction, operation and maintenance of the Town's water and wastewater utility systems, in accordance with the Town's ordinances and the approved Water and Wastewater Enterprise budget; and

**WHEREAS**, Warm Springs Consulting, LLC (“Consultant”) has expressed desire to continue providing Operator In Responsible Charge (ORC) services for the Wastewater Treatment Facility; and

**WHEREAS**, Warm Springs Consulting, LLC (“Consultant”) represents it is qualified to provide such technical services; and

**WHEREAS**, the Board of Trustees (the “Board”), has determined that it is in the best interests of the Town to contract for Operator in Responsible Charge services of the Wastewater Treatment Facility;

**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.** This resolution shall become effective upon adoption.

**RESOLVED, APPROVED, and ADOPTED** this 8<sup>TH</sup> day of January, 2024.

**TOWN OF FAIRPLAY, COLORADO**

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

**ATTEST:**

\_\_\_\_\_  
Janell Sciacca, Town Clerk

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made and entered into this 8<sup>th</sup> day of January, 2024, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Warm Springs Consulting, 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 B**, 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 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.

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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.

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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.

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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.

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(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.

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(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.

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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.

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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: Marty Deline  
Warm Springs Consulting, LLC  
PO Box 1480  
Fairplay, CO 80440

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



CONSULTANT

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

Its: \_\_\_\_\_

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Warm Springs Consulting, LLC.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### WARM SPRINGS CONSULTING, LLC OPERATOR IN RESPONSIBLE CHARGE (ORC) DUTIES AND SERVICES

Contractor is hired to act as the Operator in Responsible Charge ("ORC") for the Town's Waste Water Treatment Facility ("WTF") in accordance with Regulation 100 of the Colorado Department of Public Health and Environment ("CDPHE") operator certification requirements.

Pursuant to the Agreement, and Contractor shall:

Protect the public health and the environment in the conduct of all duties, be accountable for the operation and maintenance of the water or wastewater facility and be responsible for understanding the requirements of the applicable permits, laws and regulations. These duties include the following:

- a) Controlling, supervising or actively participating in the planning, operation and maintenance of a water or wastewater facility;
- b) Making process control and system integrity decisions on the operation and maintenance of the water or wastewater facility;
- c) Making decisions and initiating actions regarding the operation of the water or wastewater facility in a timely manner;
- d) Inspecting and testing new, modified, or repaired facilities prior to placing or returning such facilities into service;
- e) Developing maintenance programs;
- f) Developing and maintaining a written operating plan as described in section 100.12.6 as appropriate;
- g) Reporting instances of non-compliance or situations that could result in non-compliance as appropriate to facility owners and the Department;
- h) Being on call for emergencies and coordinating emergency response and repair to the water or wastewater facility and system;
- i) Serving as a liaison in communication with CDPHE, consulting engineers, contractors, and all third parties having business dealings associated with the water or wastewater facility and system.
- j) Actively participate in planning and projects associated with the construction, operation and maintenance of the water or wastewater facility.
- k) Develop standard operating procedures (SOPs) for optimal system operation.
- l) Provide cross-training to other operators.
- m) Encourage other operators to become certified or upgrade their certifications.
- n) Maintain centrally-located, easily accessible system information.
- o) Stay informed about regulatory requirements and best practices to help ensure optimal system operation and system compliance
- p) Perform all required reporting in accordance with regulatory and/or permit requirements.
- q) Perform recordkeeping in accordance with regulatory and/or permit requirements.
- r) Develop, update and implement an Operations and Maintenance Plan/Manual .
- s) Develop and maintain a schedule of required sampling and perform follow-up responsibilities.
- t) Schedule and attend inspections/sanitary surveys
- u) Perform or supervise the duties enumerated in 100.11.2 (Exhibit 1)
- v) Develop maintenance programs.
- w) Ensure practice of property security procedures.
- x) Attend quarterly Board of Trustee Meetings to report on responsibilities and activities.

**EXHIBIT 1**

100.11.2 Certified operators shall protect the public health and the environment by properly performing and/or supervising the activities pertinent to controlling the operation of a water or wastewater facility in accordance with a written operating plan as described in section 100.12.6 as appropriate to their level of certification, including but not limited to the following:

- (a) controlling the selection of or flow from a source to a water or wastewater facility and controlling the selection of or flow from a water or wastewater facility to a receiving body or system;
- (b) controlling the processing of raw and/or treated and/or finished water/wastewater;
- (c) preparing and/or controlling chemical addition for water or wastewater treatment;
- (d) observing and taking necessary actions in response to variations in operating conditions;
- (e) interpreting meter and/or gauge readings and adjusting facility processes based on such interpretations;
- (f) controlling the operation and maintenance of valves and/or gates;
- (g) controlling the operation and maintenance of pumps;
- (h) maintaining logs and/or records;
- (i) collecting and/or analyzing process control samples; and
- (j) reporting instances of non-compliance or situations that could result in non-compliance to the certified operator in responsible charge.

**EXHIBIT B****COMPENSATION**

**Compensation.** For the Services provided by the Consultant pursuant to **Exhibit A.** Consultant shall receive compensation in the amount of Five Thousand Dollars (\$5,000.00) per month. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Jennie Danner, Treasurer

**RE:** Resolution No. 2024-7

**DATE:** January 4<sup>th</sup>, 2024

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Please see attached Resolution No. 2024-7 Levying 2023 Property Taxes for the Town of Fairplay's 2024 Budget. With the passing of Senate Bill 23B-001 the deadlines for the property tax certification process were postponed. It was advised to the Town by DOLA to adopt the budget before December 31<sup>st</sup> and then adopt the resolution certifying the mill Levy in January once assessed values were released. The budgeted amount for property tax revenue was approved at a conservatively reduced amount based on preliminary information from multiple sources. The final certification came back better than anticipated and revenue is anticipated to be \$311,490, or \$76,490 more than the original budgeted amount. Therefore, the Town will need to amend the budget in 2024 at year's end to account for the additional revenue.

If you have any questions, please let us know.

# CERTIFICATION OF VALUATION BY PARK COUNTY COUNTY ASSESSOR 86

Name of Jurisdiction: 2 - TOWN OF FAIRPLAY

IN PARK COUNTY COUNTY ON 12/4/2023

New Entity: No

<b>USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY</b>
--

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2023 IN PARK COUNTY COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$19,733,832
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$26,399,752
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$26,399,752
5. NEW CONSTRUCTION: **	\$269,470
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD ## OR LAND ( 29-1-301(1)(b) C.R.S.):	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$427.42

\* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b),Colo.

\*\* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

# Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

## Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

<b>USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY</b>
---

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b),C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2023 IN PARK COUNTY COUNTY, COLORADO ON AUGUST 25, 2023

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$207,003,107
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$1,915,708
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
--	-----

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2023

IN ACCORDANCE WITH 39-5-128(1.5)C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$155,100
--	-----------

\*\* The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.

**TOWN OF FAIRPLAY, COLORADO****RESOLUTION NO. 2024-7  
(SERIES OF 2024)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2023 TO HELP DEFRAID THE COST OF GOVERNMENT FOR THE TOWN OF FAIRPLAY, FOR THE 2024 BUDGET YEAR.**

**WHEREAS**, the Board of Trustees of the Town of Fairplay has adopted the 2024 annual budget in accordance with the Local Government Budget Law, on December 4, 2023; and,

**WHEREAS**, the Certification of Valuation by the Park County Assessor for the Town of Fairplay is \$26,399,752.00.

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

Section 1: That for the purpose of meeting all general operating expenses of the Town of Fairplay during the 2024 budget year, there is hereby levied a tax of 11.799 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2023.

Section 2: That the Town Treasurer or Town Administrator is hereby authorized and directed to immediately certify to the County Commissioners of Park County, Colorado, the mill levies for the Town of Fairplay as hereinabove determined and set.

**RESOLVED, APPROVED AND ADOPTED** this 8th of January, A.D., 2024.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

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

\_\_\_\_\_  
Janell Sciacca, Town Clerk

# CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments **88**

TO: County Commissioners<sup>1</sup> of Park County, Colorado.

On behalf of the Town of Fairplay,  
the Board of Trustees (taxing entity)<sup>A</sup>

of the Town of Fairplay (governing body)<sup>B</sup>

(local government)<sup>C</sup>

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ assessed valuation of:

26,399,752

(GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of:

(NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)

**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10**

Submitted:

for budget/fiscal year 2024

(no later than Dec. 15)

(mm/dd/yyyy)

(yyyy)

**PURPOSE** (see end notes for definitions and examples)

**LEVY<sup>2</sup>**

**REVENUE<sup>2</sup>**

1. General Operating Expenses <sup>H</sup>	<u>11.799</u> mills	\$ <u>311,490</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction <sup>I</sup>	< > mills	\$ < >
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	<u>          </u> mills	\$ <u>          </u>
3. General Obligation Bonds and Interest <sup>J</sup>	mills	\$
4. Contractual Obligations <sup>K</sup>	mills	\$
5. Capital Expenditures <sup>L</sup>	mills	\$
6. Refunds/Abatements <sup>M</sup>	mills	\$
7. Other <sup>N</sup> (specify):	mills	\$
	mills	\$

**TOTAL:** [ Sum of General Operating Subtotal and Lines 3 to 7 ]

11.799

mills

\$ 311,490

Contact person: Jennie Danner

Phone: (719) 839-6119

Signed: Jennie Danner

Title: Town Treasurer

Survey Question: Does the taxing entity have voter approval to adjust the general operating levy to account for changes to assessment rates?  Yes  No

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

<sup>1</sup> If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's FINAL certification of valuation).



## PUBLIC HEARING FORMAT

**LEGISLATIVE HEARINGS** (Policy issues such as ordinances amending the Municipal Code, Budget Hearings, Etc.)

1. Mayor will introduce the topic and announce that the Public Hearing is open at \_\_\_\_\_ (time).
2. Mayor will ask for Staff presentation and allow for questions from the Board and suggested amendments, if any.
3. Mayor will solicit public comment in favor of or in opposition to issue/matter.
4. Mayor will close the public hearing and ask for Board deliberation.
5. Following deliberation, Mayor will ask for a motion to continue, approve as presented, approve with stated amendment(s) or deny.



**Town of Fairplay**  
 400 Front Street • P.O. Box 267  
 Fairplay, Colorado 80440  
 (719) 836-2622 phone  
 (719) 836-3279 fax  
 www.fairplayco.us

## STAFF REPORT

**TO:** Mayor and Board of Trustees

**FROM:** Janell Sciacca, Town Administrator

**RE:** Public Hearing Item A – Senior Discount Water Rate Ordinance No. 1, Series of 2024

**DATE:** January 8, 2024

### BACKGROUND/ANALYSIS:

During discussion in 2023 regarding the Town Fee Schedule, Staff inquired about introducing a Senior Discount Rate for Water. The Board was receptive to the idea and the attached Ordinance, which is modeled after policies in effect in other local jurisdictions is presented to the Board for consideration.

A draft of the application, which is also modeled after other local jurisdictions, is also attached for the Board's information. Staff is recommending a 25% discount for those that are 60 years of age or older that apply and qualify. However, it is in the Board's discretion to discuss and increase or decrease the discount as well as the qualifying age. The process to qualify is not easy and it does take into consideration the income of all occupants of the household that contribute to payment of the expenses. Additionally, Staff did include the discount for tenants. Some other jurisdictions allow for this, while others do not but Staff felt a tenant should also be permitted to qualify in this day and age.

### STAFF RECOMMENDATION

Staff recommends the Board conduct the required Public Hearing on the Code change and then approve Ordinance No. 1, Series of 2024, as presented by motion, second and roll call vote.

### Attachments:

- Ordinance No. 1, Series of 2024
- Senior Reduction Rate Application Form

## TOWN OF FAIRPLAY, COLORADO

ORDINANCE NO. 1  
(SERIES OF 2024)AN ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO AMENDING  
SECTION 13-1-80 OF THE FAIRPLAY MUNICIPAL CODE ESTABLISHING A  
SENIOR DISCOUNT FOR WATER SERVICE.

**WHEREAS**, the Town of Fairplay, Colorado (the "Town"), is a statutory town, duly organized and existing under the laws of the State of Colorado;

**WHEREAS**, the Board of Trustees (the "Board") has the authority, pursuant to C.R.S. §31-35-402(f), to prescribe, revise, and collect in advance or otherwise, from any consumer or any owner or occupant of any real property connected therewith or receiving service therefrom, rates, fees, tolls, and charges for water and sewage;

**WHEREAS**, the Board of Trustees finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of the community to provide a discounted water and sewer rate for seniors living in the corporate limits of the Town of Fairplay;

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

**Section 1.** Sec. 13-1-80 of the Fairplay Municipal Code is hereby amended to read as follows:

**Sec. 13-1-80. Water availability fees; tap charge for fire protection only; senior discount.**

- (a) When a tap is made for the purposes of water availability and connection to an approved fire protection system, the connection charge shall be twenty-five percent (25%) of the P.I.F. and one hundred percent (100%) of the tapping charges, plus all of the other fees and costs.
- (b) Lots which have installed taps for domestic household use but on which no structure has been completed will only be charged one-half ( $\frac{1}{2}$ ) of the applicable base rate for up to six (6) months, or until a meter has been installed, or until a certificate of occupancy has been issued for the water-using structure on the property, whichever occurs first, after which the property will be charged the full normal base rate.
- (c) Residential water service customers sixty (60) years of age and older, and who have a total household income at or below one hundred and thirty percent (150%) of the Gross Federal Poverty Level as reported annually by Department of Health and Human Services shall be entitled, upon application and approval by the Town Administrator, to a discount equal to twenty-five percent (25%) in their monthly water service charge or rate. The discount provided in this Subsection shall apply only to a property which is occupied by an eligible owner of the property or an eligible tenant whose name appears on the service account. Applications for the discount rate may be made at any time during the year.

**INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED** this 8<sup>th</sup> day of January, 2024.

**TOWN OF FAIRPLAY, COLORADO**

**ATTEST:**

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

\_\_\_\_\_  
Janell Sciacca, Town Clerk

**TOWN OF FAIRPLAY**  
P.O. BOX 267  
901 MAIN STREET  
FAIRPLAY, CO 80440  
(719) 836-2622  
www.fairplayco.us



## SENIOR DISCOUNTED WATER RATE APPLICATION

Per the Town of Fairplay Municipal Code, Section 13-1-80(c), residential water customers who qualify and are approved for the Senior Discounted Water Rate will receive a twenty-five percent (25%) discount on their monthly water service rate. Please note that this discount does not apply to any other fees that may be billed out on the monthly water bill.

Qualifying customers must:

- (1) Be sixty (60) years of age or older.
- (2) Be a full-time owner-occupant or tenant of the residence for which the discount is being sought. The discount does not apply to any other property owned by a qualifying customer.
- (3) Have a total household income at or below one hundred and fifty percent (150%) of the Gross Federal Poverty Level based on household size (see chart below).
- (4) Complete an application and submit it, along with proof of income, to the Town Clerk's Office in each year in which the discount is sought. The discount will be effective for a twelve-month period from the date the application is approved. All qualifying customers must re-apply every year.

**Income Guidelines:**

Household Size	Income		Household Size	Income	
<b>ONE</b>	\$21,870.00 - Annually	\$1,822.50 - Monthly	<b>THREE</b>	\$37,290.00 - Annually	\$3,107.50- Monthly
<b>TWO</b>	\$28,580.00 - Annually	\$2,465.00 - Monthly	<b>FOUR</b>	\$45,000.00 - Annually	\$3,750.00 - Monthly

**PLEASE COMPLETE ALL FIELDS AND PROVIDE CURRENT PROOF OF INCOME INCLUDING SOCIAL SECURITY, RETIREMENT PENSION AND ANY OTHER INCOME FOR ALL PERSONS IN THE HOUSEHOLD.** Return this application and proof of income to the Town of Fairplay by mail at the address listed above, or return it in person to Town Hall located at 901 Main Street.

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ BIRTH DATE OF HEAD OF HOUSEHOLD: \_\_\_\_\_

TOTAL HOUSEHOLD INCOME: \_\_\_\_\_ NUMBER OF PERSONS IN HOUSEHOLD \_\_\_\_\_

I hereby certify that the information provided in this application is true and correct to the best of my knowledge.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**For Town Use Only:**

Date Received: \_\_\_\_\_ Account Number: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Reason: \_\_\_\_\_

Signature of Town Administrator: \_\_\_\_\_

## MONTHLY REPORT

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




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### PROJECTS

1. RIVER PARK PHASE 2
  - The RFP has been delayed to January as the sample Construction Documents that were provided by CDOT for use are significantly more detailed than what the Town has used in the past and require more in-depth review and updates. The goal is to finish review and post the RFP by the end of January.
2. INFILTRATION GALLERY / WELL #4
  - Staff held a Pre-Con meeting on December 7<sup>th</sup> with representatives from CDPHE, Velocity Constructors, Mountain Peak Controls and Triangle Electric. The overall project schedule was reviewed and January 29 is the targeted date for Velocity to mobilize to the site.
3. 501 MAIN
  - The final design for Phase 1 – Chamber Office & Visitors Center has been finalized.
  - JOC Construction mobilized the last week of December, 2023 and began demolition of the space successfully removing all ceilings, and demolishing the majority of walls. They have also created new windows between the conference room and main area and a doorway behind the reception area. If all goes well, their goal is to complete all demolition by the first of next week and establish the new wall locations. *(See photos on next page)*
  - The final quote is now being finalized and Staff will participate in a Pre-Con meeting to go over finish materials and the project schedule.

### EVENTS AND ACTIVITIES

- ✓ Alex has begun the process of renewals for all the Short Term Rental units.
- ✓ Tom Flannery and I met with a CDOT representative about potential money that has been earmarked for Fairplay for a Transit Facility. We are awaiting research and additional information from the CDOT representative on whether or not the funding might be available to the Town. The representative was also going to find out the status of the proposed CDOT Transit Hub in case there was still time and potential of co-locating facilities.
- ✓ The December 2 Real Colorado Christmas Celebration, Holiday Bazaar, Festival of Trees and Chamber Chili Cookoff was another hugely successful event. The Festival of Trees raised almost \$2,000 for non-profits!
- ✓ I am in receipt of SGM's proposal for Impact Fees and this will be presented to and discussed by the Board on January 22, which also happens to be the first day that both Town Engineer Deron Dircksen of Town Planner Scot Hunn will spend a full day in Fairplay!
- ✓ The end of December saw many development-related inquiries. On January 22, Scot and I will also be requesting input and direction on the Board for clarification on residential in the Town Center zone.
- ✓ The Town has severed the connection to Park County for Broadband services. We now have a direct connection to Highline. There is an increase in the cost, but Staff and our IT Contractor are much more comfortable not having the connection to Park County and not having to deal with them if there our issues.
- ✓ I am continuing to work with Employers Council of Colorado on the compensation plan and pay schedule. There was a break for the holidays, but we are getting closer to a final document.

- ✓ Town Staff were all issued AT&T FirstNet telephones and the \$50/month payout to Staff for use of their personal phones will go away. AT&T provides much better service in this area with 5 towers in the area and we also have the ability to utilize Push-To-Talk as a group or individually to communicate with each other and, ultimately, with anyone who utilizes a radio. The switch to Town-issued cellular phones also reduces the potential that an individual's personal phone would be confiscated for any type of an investigation of FOIA request. In the end, this will save the Town money as well.
- ✓ There were multiple webinars attended in December by myself and Tom Flannery regarding potential grant funding. I also attended webinars to prepare for the Town's upcoming election that is set for April 2, 2024.
- ✓ Jennie and I both attended DOLA Office Hours & Discussions regarding SB23B-001 regarding property taxes. Each session was filled with representatives from local jurisdictions and special districts all trying to get their questions answered.
- ✓ The Habitat for Humanity was issued Certificates of Occupancy for the 3 homes. The updated Development Improvement Agreement has been signed. As-built drawings were received and Deron's comments were transmitted to SHFH representatives who are working on changes. We should have the signed and stamped drawings by the end of January.
- ✓ The Town began transitioning Payroll Processing to ADP. The first payroll for 2024 will be processed out of ADP. We are hopeful there will be no issues and very much look forward to all the features and time it should save.

#### UPCOMING IMPORTANT DATES AND EVENTS

January 2, 2024 – First day to take out nomination petition for Trustee

January 8, 2024 – Central Front Range Transportation Planning Region (TPR) Mtg – Canon City

January 15, 2024 – Martin Luther King, Jr. Holiday – *Town Offices Closed*

January 18, 2024 – Park County Intergovernmental Meeting at Park County RE 2 Board Room\*

January 22, 2024 – Regular Fairplay Board of Trustees Meeting

January 22, 2024 – Last Day to submit nomination petition

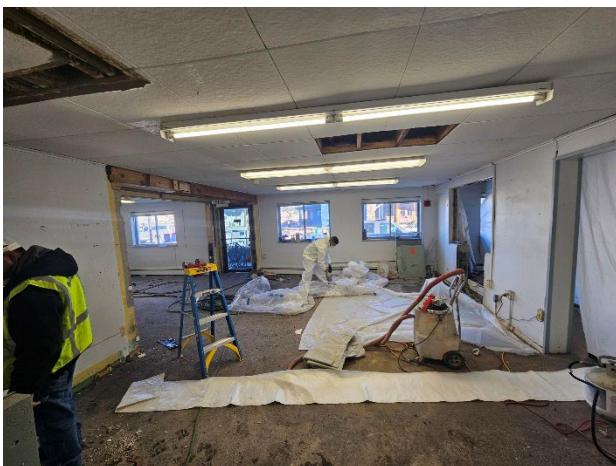
January 22, 2024 – First full day of having Town Planner & Engineer On-Site

February 5, 2024 – Regular Fairplay Board of Trustees Meeting

February 10, 2024 – Fairplay Mountain Mardi Gras

February 19, 2024 – Presidents' Day Holiday – *Town Offices Closed*

*\*Meeting is subject to change due to conflict for Park County Commissioners*



Demolition at 501 Main



# Town of Fairplay

Police Department

901 Main Street  
Fairplay, CO, 80440  
(719) 836-2840

**To:** Janell Sciacca, Town Administrator  
**From:** Jeff Worley, Chief of Police  
**Date:** January 8, 2024  
**Re:** Fairplay Police Department Reorganization Update

The following are the most significant current or recent undertakings in the rebuilding of the FPD:

- ***We have hired all our police officers!*** Our new members represent a wide range of experience: beginners to veterans with years of experience. All have been thoroughly vetted for both their professionalism and for their likely “fit” in the Department and the Town. Beginning January 22<sup>nd</sup>, our new officers will receive a two-week in-class training of state-mandated areas as well as of Fairplay-specific topics. Then, on February 5<sup>th</sup>, the new officers and their trainers will begin providing law enforcement services by answering calls for service and conducting self-initiated contacts. Because of the need for shift overlaps during the training period, we will continue to rely on Park County SO for support on Sunday and some calls after 8 PM during the week.
- During the January 22 BOT meeting, there will be a swearing-in and badge pinning ceremony of our new officers. Our new officers’ friends and family are invited to this important event.
- The lack of patrol vehicles continues to be a concern. Around the end of April, we will be in need of at least two (possibly three) vehicles. To that end, Sgt Martinez has been diligently connecting with other agencies to acquire some temporary units. Pueblo County SO has verbally agreed to donate two police Tahoes to FPD to assist us.
- On January 3<sup>rd</sup>, FPD staff met with Mayor Saam Golgoon and Town Administrator Gary Goettelman of Alma to discuss the request from their community for Fairplay to provide police services. During the meeting, we discussed our respective concerns and expectations. The meeting was exceptionally amenable, and the Mayor and Town Administrator verbally agreed to Fairplay’s expectations. Based on that meeting and after

talking it over with my staff, I recommend proceeding with the proposal. To move the initiative forward, the following are our next steps:

- 1) FPD will author an IGA to be completed early next week and to be reviewed immediately by the Town attorney, allowing our Trustees to review the proposal for their tentative approval once our attorney reviews the IGA.
  - 2) The IGA will be submitted to Alma on January 11 to be reviewed by its attorney.
  - 3) In the interim, FPD will move ahead with the background process of another promising police applicant, with a job offer conditional upon successful completion of the pre-employment investigation AND Alma's council approval of the agreement at their next meeting on January 16.
  - 4) At the Fairplay BOT meeting on January 22, the IGA will be presented for formal approval by our Trustees.
  - 5) If all goes as hoped, another new officer will come on board with our other new hires on January 22, a Fairplay employee, whose position will be fully funded by Alma, including wages, benefits, training, uniforms/equipment, vehicle, and vehicle maintenance costs.
- During the meeting, Alma also agreed to provide FPD with not just one but two police SUVs to further alleviate our short-term need. (Although it was not contingent upon a formal IGA, Alma previously agreed to allow FPD officers to use its former PD headquarters and sleeping facilities. In addition to NWFDP's and SPAD's generous allowance of FPD's use of their sleeping quarters, this move by Alma will greatly address FPD's immediate needs to accommodate officers who live in outlying areas.)



Year/Month	Gallons of Water Produced	Water Gallons Billed	Bulk Water Filled Gallons Sold	Gallons Not Billed (Non-revenue)	% Loss	Influent Intake Gallons Sanitation Plant	Usage/Leakage (Gallons)*
23-Dec	2,435,019	1,978,000	8,000	449,019	18.44%	2,429,920	605,099
23-Nov	2,522,724	2,068,000	5,000	449,724	17.83%	2,850,076	272,648
23-Oct	2,441,478	1,986,000	6000	449,478	18.41%	2,782,198	259,280
23-Sep	2,768,984	1,786,000	10,000	972,984	35.14%	2,877,568	491,416
23-Aug	3,766,185	2,767,000	159,012	840,173	22.31%	2,987,411	1,378,774
23-Jul	4,154,652	3,066,000	319,720	1,408,372	33.90%	3,159,293	1,595,359
23-Jun	2,774,533	2,026,000	6000	754,533	27.19%	2,721,888	652,645
23-May	2,827,877	1,785,000	6000	1,036,877	36.67%	2,724,577	703,300
23-Apr	2,879,296	1,648,000	5000	1,236,296	42.94%	2,768,552	710,744
23-Mar	3,100,045	2,390,000	4000	714,045	23.03%	2,944,411	755,634
23-Feb	3,643,134	2,892,000	4000	755,134	20.73%	2,647,201	1,595,933
23-Jan	3,204,152	1,958,000	3,000	1,249,152	38.99%	3,036,092	768,060
22-Dec	2,959,297	2,077,000	3,000	885,297	29.92%	2,935,749	623,548
22-Nov	2,636,174	1,705,000	2,800	933,974	35.43%	2,725,199	510,975
22-Oct	3,107,087	1,672,000	3,000	1,432,087	46.09%	3,119,062	588,025
22-Sep	3,520,790	2,020,000	2,900	1,497,890	42.54%	2,748,647	1,372,143
22-Aug	4,422,770	2,731,000	6,500	1,685,270	38.10%	3,016,516	2,006,254
22-Jul	4,084,981	2,407,000	6,975	1,671,006	40.91%	3,129,599	1,555,382
22-Jun	3,472,184	2,157,000	3,200	1,311,984	37.79%	2,782,182	1,290,002
22-May	2,705,715	1,760,000	1,400	944,315	34.90%	2,801,428	504,287
22-Apr	2,573,411	1,670,000	1,100	902,311	35.06%	2,873,579	299,832
22-Mar	2,589,242	2,067,000	2,750	519,492	20.06%	3,073,850	115,392
22-Feb	2,333,009	1,832,000	2,700	498,309	21.36%	2,758,731	174,278
22-Jan	2,537,579	1,679,000	1,400	857,179	33.78%	3,092,156	45,423
21-Dec	2,552,299	1,939,000	1,000	612,299	23.99%	2,966,896	185,403
21-Nov	2,509,249	1,780,000	2,450	726,799	28.96%	2,677,502	431,747
21-Oct	3,298,065	2,422,000	2,850	873,215	26.48%	2,958,659	939,406
21-Sep	4,125,110	2,439,000	2,700	1,683,410	40.81%	3,028,952	1,696,158
21-Aug	4,396,735	2,781,000	1,700	1,614,035	36.71%	3,072,321	1,924,414
21-Jul	4,495,697	3,231,000	1,800	1,262,897	28.09%	3,498,456	1,597,241
21-Jun	3,939,138	2,577,000	5,025	1,357,113	34.45%	3,294,293	1,244,845
21-May	2,950,224	2,323,000	330	626,894	21.25%	3,282,436	267,788
21-Apr	2,567,775	2,046,000	1,690	520,085	20.25%	3,098,238	69,537
	TOTAL	TOTAL	TOTAL	TOTAL	Avg Loss	TOTAL	Avg Usage
	104,294,610	71,665,000	593,002	32,731,648	30.68%	96,863,638	825,181

Averages            3,160,443            2,171,667            17,970            991,868            2,935,262

Notes:

1. Water leak found and fixed on Meadow Drive early November
2. Metered water leak at Gold Pan Trailer Park, 1.312 million gals (billed) approx 1.230 million gals leaked into ground and not recovered by sanitation plant. 365,933 gallons acutal usage/leakage.
3. PRV leaks discovered at Dollar General and on Front Street.
4. Unmetered leak under building behind the jail.
5. Leak discovered @ 6th and Bogue, tried to isolate and reduced.
6. 6th and Bogue leak continues, waiting on parts. Indication is that County was not logging water correctly during the County Fair.
7. Bogue and 6th leak continues, waiting on parts. Gold Pan Trailer Park and the Sinclair station both had metered leaks with bills doubled.
8. Leak at 6th and Bogue fixed, several meters repaired or replaced.

\*Usage/Leakage assumes approx. 600,000 gal per month from Spruce Hill and the Trailer Park and no I&I

## Town of Fairplay - Individual Well Production Data

	Well 1 (gal)	Well 2 (gal)	Well 3 (gal)	Well 4 (gal)	Monthly (gal)
Dec-23	780,278	557,303	1,097,438		2,435,019
Nov-23	801,963	581,098	1,139,663		2,522,724
Oct-23	767,924	566,713	1,104,908	1,933	2,441,478
Sep-23	941,705	605,049	1,222,230		2,768,984
Aug-23	1,077,913	855,321	1,766,416	66,535	3,766,185
Jul-23	1,160,540	926,687	1,897,714	169,711	4,154,652
Jun-23	848,217	570,489	1,355,827		2,774,533
May-23	839,891	678,480	1,309,506		2,827,877
Apr-23	857,962	698,616	1,322,718		2,879,296
Mar-23	945,917	773,036	1,381,092		3,100,045
Feb-23	1,107,855	997,272	1,538,007		3,643,134
Jan-23	989,695	842,890	1,371,567		3,204,152
Dec-22	925,458	740,169	1,293,670		2,959,297
Nov-22	788,747	713,701	1,133,726		2,636,174
Oct-22	880,870	845,956	1,380,261		3,107,087
Sep-22	943,018	966,788	1,610,984		3,520,790
Aug-22	1,270,994	1,147,087	2,004,689		4,422,770
Jul-22	1,338,854	953,189	1,792,938		4,084,981
Jun-22	1,181,982	784,967	1,505,235		3,472,184
May-22	937,356	607,968	1,160,391		2,705,715
Apr-22	901,205	579,729	1,092,477		2,573,411
Mar-22	911,916	586,701	1,090,625		2,589,242
Feb-22	828,909	531,882	972,218		2,333,009
Jan-22	901,541	583,894	1,052,144		2,537,579
Dec-21	914,759	576,695	1,060,845		2,552,299
Nov-21	876,563	583,714	1,048,972		2,509,249
Oct-21	1,085,427	779,760	1,432,878		3,298,065
Sep-21	1,304,614	956,774	1,863,722		4,125,110
Aug-21	1,100,385	1,300,920	1,995,430		4,396,735
Jul-21	1,069,883	1,396,690	2,029,124		4,495,697
Jun-21	1,204,249	1,122,587	1,612,302		3,939,138
May-21	1,237,321	707,596	1,005,307		2,950,224
Apr-21	1,119,949	603,099	844,727		2,567,775
TOTAL	32,063,582 31.48%	25,165,517 24.71%	44,392,313 43.58%	238,179 0.23%	101,859,591