



**AGENDA for a Regular Meeting**  
**of the Board of Trustees of the Town of Fairplay, Colorado**  
**Monday, January 22, 2024, at 6:00 p.m.**  
**Fairplay Town Hall Meeting Room, 901 Main Street, Fairplay Colorado**  
 (Click the Meeting ID: [265 252 667 089](#) to join by TEAMS/Passcode TPwnzX)

- I. **CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- II. **ROLL CALL**
- III. **APPROVAL OF AGENDA**
- IV. **CONSENT AGENDA** *(This item is intended to streamline the Board Meeting grouping routine, non-controversial business. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
  - A. **APPROVAL OF MINUTES OF November 6, 2023 Regular Meeting.**
  - B. **APPROVAL OF EXPENDITURES** – Approval of paid bills for all Town Funds from January 5, 2024 to January 18, 2024 in the amount of **\$288,946.50**.
- V. **CITIZEN COMMENTS** *(This item allows for the public to sign up to address the Board on matters that are not on the agenda – Sign-up can be done prior to, or at the start of a meeting, on the required form.)*
- VI. **BADGE PINNING CEREMONY**
  - A. Administration of Oaths of Office and Badge Pinning Ceremony for new Officers of the Fairplay Police Department.  
*A reception and photo opportunities will take place on the main level of Town Hall following the ceremony.*
- VII. **PROCLAMATIONS, PRESENTATIONS AND UPDATES**
  - A. Presentation and Market Update by ColoTrust Investment Services Director Brett Parsons.
- VIII. **NEW BUSINESS**
  - A. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 7, Series of 2024, entitled **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE TOWN OF FAIRPLAY AND THE TOWN OF ALMA?”**. *The Board will consider adoption of a resolution to approve the implementation of an Intergovernmental Agreement for the Town of Fairplay Police Department to provide Law Enforcement services for the Town of Alma.*
  - B. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 8, Series of 2024, entitled **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF INTER-COUNTY COMMUTER BUS TRANSIT SERVICES FOR THE PARK COUNTY COMMUTER ROUTE.** *The Board will consider an amended agreement to change the Town of Fairplay contribution from provision of bus storage to a financial contribution.*
  - C. **FIRST READING** - Should the Board of Trustees Approve the Adoption of Resolution No. 9, Series of 2024, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PRINCETON HYDRO FOR BATHYMETRIC SURVEY SERVICES FOR THE FAIRPLAY RIVER PARK?”**. *The Board will consider a resolution approving an agreement to have a depth of water survey for the River Park reservoir in preparation for future dredging.*
- IX. **REVIEW AND DISCUSSION ITEMS**
  - A. Impact Fee Study Proposal; Burro Park Drainage and Potential Park plan; Hathaway Water Main Replacement – Town Engineer Deron Dirksen.
  - B. Interpretation of “residential associated with business” meaning for UDC in Town Center Overlay Zoning District and potential CU Denver Urban and Regional graduate student assistance opportunity – Town Planner Scot Hunn.
- X. **BOARD OF TRUSTEE AND STAFF REPORTS**
  - A. 4th Quarter 2023 Operator in Responsible Charge (ORC) Report from Warm Springs, LLC - Operators Marty Deline and Keith Chisholm
- XI. **ADJOURNMENT**

**Upcoming Meetings/Important Dates**

Board of Trustees Regular Meeting	Monday, February 5, 2024
Fairplay Mountain Mardi Gras Celebration	Saturday, February 10, 2024
Presidents Day Holiday – Town Offices Closed/Board Mtg Cancelled	Monday, February 19, 2024
Board of Trustees Regular Meeting	Monday, March 4, 2024
Board of Trustees Regular Meeting	Monday, March 18, 2024
Town of Fairplay Regular Municipal Election	Tuesday, April 2, 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 19, 2024*

**MINUTES OF THE REGULAR MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
November 6, 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 Josh Voorhis. Trustee Lynn was excused due to a planned vacation.

Staff in attendance were Town Administrator Janell Sciacca, Town Treasurer Jennie Danner, Public Works Director Donovan Graham, Chief of Police Jeff Worley and Special Events Coordinator Julie Bullock

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

- A. APPROVAL OF MINUTES OF REGULAR MEETING** of August 7, 2023.
- B. APPROVAL OF EXPENDITURES** – Paid bills for all Town funds from October 13, 2023 through November 2, 2023 in the amount of **\$93,358.05**.

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

**CITIZEN COMMENTS**

Pete Werner, 286 Green Bottle Circle, Fairplay, spoke regarding vandalism at his storage units on Castello Avenue. He advised that when he and his wife tried to contact the Town Police, they were advised to call Park County Sheriff's Office. When they called the Sheriff's Office, there was a message advising that Chaffee County was handling calls. Werner expressed this was all very alarming. A Deputy did show up and was very professional and provided the case report needed to file an insurance claim, but his concern was that the Town Police Department was inactive, and he hoped they would resume services again soon.

**PROCLAMATIONS, PRESENTATION AND UPDATES**

Update from American Civil Constructors and Yeh Associated regarding CDOT US 285 Widening and CO9 Intersection Improvements Project.

Nick Maleski, Engineer with American Civil Constructors (ACC), advised that everything was moving along, the weather was holding out and they were looking to hopefully switch traffic on to the new bridge at the end of winter. They planned to go full steam ahead with pipe installation as long as possible using ground heaters. The only shut down was planned for the holiday season. Mike Gillen, CDOT representative, advised that CDOT would continue normal plowing operations and ACC had committed to provide whatever support was needed. Snow fencing could be erected to mitigate drifting, and everyone was

committed to keeping the road open. There was discussion about trying to straighten out the curve just after the intersection heading southbound to keep vehicles from crossing the center line into the oncoming lane and it was generally thought that the left hand turn pocket for CO9 could potentially be shortened up a little to smooth out the curve to hopefully keep traffic from cutting through. Mayor Just stated ACC has been 100% on board with reacting to everything that the Town has brought them and that's really what makes a good partnership, and the Town appreciated it. He thanked everyone for the update.

### **PUBLIC HEARINGS**

**A.** Should the Board of Trustees, acting as the Local Licensing Authority, approve an application from Family Dollar Stores of Colorado, LLC for a new Retail Fermented Malt Beverage and Wine Liquor License for Family Dollar Store #30395 located at 1010 Castello Avenue.

Mayor Just opened the Public Hearing at 6:19 p.m. and read an opening statement on the procedure to be followed. There were no objections to the jurisdiction, form or substance of the proceedings. Town Administrator/Clerk Sciacca introduced applicant representative Tommy Jackson who was appearing remotely via Teams. She then reviewed the Staff Report and general recommendation to approve the application. The applicant's representative, Mr. Jackson, reviewed the letter on file summarizing the reasons for granting the license along with a request for approval.

Mayor Just then opened the floor to public comment and the following person(s) spoke against granting of the license: James Dean, 1733 Coil Drive, Fairplay, spoke against granting of the license citing a change in the competitive nature of local business, selling of alcohol being an experiment for Family Dollar, lack of proof of adult needs and desires in the form of a petition, and insufficient store staffing levels and diagram detail for location of the product.

Tommy Jackson, Decisions Consulting and applicant representative, responded to Dean's comments stating Family Dollar was simply wanting to offer the additional product to customers that shop at their stores. He noted the application was seeking 1 cooler which would be viewed by the clerks and with a camera would meet security standards and to his knowledge Family Dollar had no more issues than any other licensee.

Mayor Just inquired of Staff if there was any information found that would disqualify the applicant's application. Sciacca replied there was none and then addressed Dean's comments on competition. She noted that statute does prohibit "undue concentration" of certain classes of licenses, but Beer & Wine was not in that category, but Liquor Stores and Liquor Licensed Drug Stores were. She noted that the Board did have the power to determine whether or not they felt that there's too many licensed establishments in the town. Every community is different, and this included how the needs and desires were determined. As a Clerk in different communities in Colorado, it was her position to require a petition to prove needs and desires. Prior Staff did not utilize this widely, and most commonly accepted practice but she implemented this upon taking over licensing upon Treasurer Wittbrodt's retirement. She noted that there is no minimum or maximum number of signatures for a petition, but it is incumbent on the applicant to obtain signatures in support of the granting of a license. She noted that since the application was received, she had dealt with 3 different Decisions Consulting staff members. She did provide them with a sample petition and was told it was put out at the store but could not be located for the hearing. She also noted that with the larger corporations and larger number of licenses, there would always be incidents where citations were issued, or licenses were revoked, but it did not preclude them from

obtaining licenses and it was ultimately up to the Board to determine what is right for their community based on all the information available.

Trustee Voorhis inquired about the actual location of the alcohol wanting to know if the black circles on the diagram represented the locations. Sciacca responded that she was originally told it was one endcap and one cooler. Mr. Jackson stated it was not a large amount and there would definitely not be more alcohol than normal merchandise and would be no different than any other store selling beer and wine, but he could not confirm the exact location. Mayor Just inquired about the results of the background investigation and Sciacca advised that the Town did not conduct its own investigation due to the fact the applicant had a Master File with the State. Investigations were conducted at the state level so that the applicants did not have to have fingerprints and investigations done in each jurisdiction. She noted that the background investigation done by the State was more comprehensive and thorough with the resources available to them. The applicant's background was in compliance. Sciacca then noted that the Board could continue the hearing to allow for the applicant to produce a petition as well as clarify the location of the product. The applicant did not object to a continuance.

**Motion #3** by Trustee Voorhis, seconded by Trustee Douglas, to continue consideration of the application from Family Dollar Stores of Colorado, LLC for a new Retail Fermented Malt Beverage and Wine Liquor License for Family Dollar Store #30395 located at 1010 Castello Avenue to November 20, 2023. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye. The motion carried unanimously.

**B. INITIAL HEARING** – 2023FY Amended Budget and 2024FY Proposed Budget for all Funds of the Town of Fairplay, Colorado.

Town Administrator Sciacca introduced the initial hearing on the 2023FY Amended Budget and 2024FY Proposed Budget and provided an overview of the legislative hearing process noting that instead of closing the hearing and deliberating, Staff was requesting the hearing be continued to November 20. Mayor Just opened the Public Hearing at 6:48 p.m. Sciacca reminded that the budget was posted online at the Town's website and was in the current packet. She provided an overview of the Staff Report and noted the budget would be changing right up to the week before adoption on December 4. She requested that the Board contact staff at any time during the next 2 months with questions. She noted the work session at the end of this meeting to discuss the General Fund, staffing levels and employee pay and benefits. There were no public comments or questions from the Board.

**Motion #4** by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, to continue the Public Hearing on the Town of Fairplay 2023FY Amended Budget and 2024FY Proposed Budgets to November 20, 2023. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye. The motion carried unanimously.

**NEW BUSINESS**

**A. FIRST READING** – Resolution No. 31, Series of 2023, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN ENERGY AND MINERAL IMPACT ASSISTANCE FUND GRANT AGREEMENT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF \$199,850 FOR THE FAIRPLAY WTP CARTRIDGE FILTRATION SYSTEM PROJECT EIAF-09529.**”

Town Administrator Sciacca provided an overview of the Staff Report and noted all three New Business items were interrelated to the current Infiltration Gallery project at the Town's water plant. She stated approval of the resolution allowed the Town to accept a grant from the Department of Local Affairs for the Water Treatment Plant Cartridge Filtration System and Infiltration Gallery Project. She recommended

approval to accept the grant and keep the project moving forward, noting the grant was one of the two sources of funding the Town had obtained to bring the gallery online and increase water production for the Town.

**Motion #5** by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, to approve adoption of Resolution No. 31, Series of 2023, approving an EIAF grant agreement with the Colorado Department of Local Affairs in the amount of \$199,850 as presented. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye. The motion carried unanimously.

**B. FIRST READING – Resolution No. 32, Series of 2023, entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HARDESTY ENGINEERING & MAPPING, LLC FOR BIDDING AND CONSTRUCTION OBSERVATION SERVICES FOR THE TOWN OF FAIRPLAY – WATER TREATMENT PLANT UPGRADE PROJECT.**

Town Administrator Sciacca provided an overview of the Staff Report advising the agreement formalized services of Ken Hardesty for bidding and oversight of construction services for the infiltration gallery project. She noted this contract could not be approved and expenditures would not be eligible for reimbursement until the DOLA grant was formalized. She again recommended approval as presented to keep the project moving forward.

**Motion #3** by Trustee Voorhis, seconded by Mayor Pro Tem Dodge, to approve Resolution No. 32, Series of 2023, approving a Professional Services Agreement with Hardesty Engineering & Mapping, LLC as presented. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye. The motion carried unanimously.

Mayor Just complimented contractor Hardesty stating he had been around this kind of business for a lot of years and worked with a lot of consultants and he felt Hardesty has risen to the top and represented the Town’s interests which was certainly appreciated.

**C. FIRST READING – Resolution No. 33, Series of 2023, entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONSTRUCTION CONTRACT WITH VELOCITY CONSTRUCTORS, INC. FOR THE TOWN OF FAIRPLAY – WATER TREATMENT PLANT UPGRADE PROJECT.**

Town Administrator Sciacca provided an overview of the Staff Report advising the agreement awarded and approved a contract with Velocity Constructors for installation of the cartridge filtration system and other related project improvements at the Water Plant. She noted that John Swain with Velocity was appearing online and stated again that this contract could not be approved, and expenditures would not be eligible for reimbursement until the DOLA grant was formalized and recommended approval as presented to keep the project moving forward. Once approved, a preconstruction meeting would be held and notice to proceed would be issued.

**Motion #3** by Trustee Douglas, seconded by Mayor Pro Tem Dodge, to approve Resolution No. 33, Series of 2023, approving a construction contract with Velocity Constructors, Inc. for the Water Treatment Plan Upgrade Project as presented. A roll call vote was taken: Douglas – aye, Dodge – aye, Just – aye, Voorhis – aye. The motion carried unanimously.

**STAFF AND BOARD OF TRUSTEE REPORTS**

Chief Worley noted his report was in the packet and stated he would be happy to answer any questions. Mayor Just stated he was impressed that Worley had been able to work with El Paso County to obtain POST certification training at no cost to the Town! Worley stated this was a blessing to the Town for sure but said he could not take credit as El Paso County opened it up to the region. Worley took the opportunity to review the schedule for interviews and onboarding of Staff. He also noted that he had received a draft IGA from Park County Sheriff's Office and that it needed quite a few changes, so he was going to meet with Sheriff McGraw to discuss them before bringing that document to the Board.

Public Works Director Graham provided a report on his Department's progress on meter repairs and changeouts. He noted these changes were helping to bring the water loss number down to a more acceptable level. It was clarified that the number of meters needing attention was closer to 90-96 and not the 49 as was shown in the Water Loss & Production Report. The Board asked that accolades be passed on to Chris Bannister who was doing the majority of this work. Sciacca also recognized Bannister for reporting NWFPD spraying water in the school parking lot at the sports complex. She noted that they were supposed to be tracking and reporting those figures, but the Town was not receiving and of the information nor advance notice of training such as the one Bannister noticed. She and Bannister spoke to Capt. Stamp who said he would remind Chief Olme, but she very much appreciated Bannister's heads up on the matter.

Treasurer Danner noted her report in the packet and stated she was excited for the first Work Session.

Town Administrator Sciacca noted her written report in the packet stating there were a lot of updates in there. She did report that Habitat for Humanity was seeking Certificates of Occupancy for the 3 homes that were complete but Staff had concerns about multiple things and Habitat let their letter of credit expire and they were seeking a reduction or release of the surety, so Staff was working on new costs and a related construction schedule for an amendment to the Development Improvement Agreement. She also noted that the Xcel franchise agreement was coming up and she did not feel the Town Attorney had the expertise to negotiate this on behalf of the Town, so she recommended seeking new counsel or special counsel in order to ensure the Town was protected and had future capacity. The Board generally agreed. Sciacca then asked the Board for agreement to allow the Summit Stage to add a stop in front of Town Hall on Main Street which would mean more commuters in the Town Hall parking lot. The Board generally agreed to allow for the extra stop and use of the Town Hall lot. Sciacca then noted that the 501 Main project was moving forward, and the initial costs were still \$350,000-\$400,000 and included several layout changes. Staff would still be seeking grants to offset the total bill. Sciacca then reported that she did submit the Prop123 commitment.

Mayor Just reported that he attended and participated in the Homes For Our Troops event at the Legion Hall honoring two post-911 heroes who were receiving homes in the area. He stated it was one of those uplifting moments that made you feel really good that you're a part of it. He sat shoulder to shoulder with a severely injured veteran and didn't know it. It was a touching moment and he felt privileged to be the key speaker for the Town.

#### **ADJOURNMENT**

There being no other regular business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 7:28 p.m.

**WORK SESSION REGARDING TOWN OF FAIRPLAY BUDGET REGARDING THE GENERAL FUND, STAFFING LEVELS AND EMPLOYEE BENEFITS AND PAY.** Staff presented predicted and proposed revenue and

expenses for the General Fund, a preliminary proposal for staffing for 2024, preliminary benefits numbers for 2024, proposed 2023 yearend bonuses and responded to questions and recommendations and requests from the Board. It was noted that Employers Council was still working on the Pay Schedule so Town Administrator Sciacca and Mayor Just would exchange proposed salary information for 2024 to come to final numbers in case Employer’s Council was not able to complete the new schedule in time for adoption of the 2024 budget.

**BOARD OF TRUSTEES, FAIRPLAY, COLORADO**

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

**ATTEST:**

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

UNOFFICIAL



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Jennie Danner, Treasurer

**RE:** Paid Bills

**DATE:** January 18, 2024

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Attached is the list of the invoices paid between January 5<sup>th</sup>, 2023, and January 18<sup>th</sup>, 2024. Total Expenditures: \$288,946.50. Upon motion to approve the consent agenda, the expenditures will be approved.

Please note \$41,675.55 was paid to Velocity Constructors for the Infiltration Gallery Pay App. \$52,475 was paid to Phil Long Ford for an F150 Police Department Vehicle. \$21,366 was paid to Global Software for TAC10 PD record management software. \$76,399.93 was paid to CIRSA for workers' compensation coverage and property/casualty and equipment coverage. \$16,045.24 was paid to Dana Kepner for new water meters, parts, and radios.

Recent activities: bank reconciliations, transition to ADP payroll, certified mill levy to Park County, Quarterly report, and finalizing year end close out.



Report Criteria:  
Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
01/17/2024	19899	ACA Products, Inc.	sand for roads	1	01/13/2024	1,316.25	105670
Total 16:						1,316.25	
01/17/2024	19900	Caselle, Inc	Software Support	1	12/01/2023	874.80	105060
01/17/2024	19900		Software Support	2	12/01/2023	583.20	517206
Total 334:						1,458.00	
01/11/2024	19877	Colorado Municipal League	Membership Dues	1	11/01/2023	1,109.00	106130
Total 550:						1,109.00	
01/17/2024	19908	Colorado Rural Water	annual membership dues	1	01/17/2024	300.00	517440
Total 562:						300.00	
01/17/2024	19909	Dana Kepner Company, In	water meters and parts	1	01/12/2024	9,376.24	517485
01/17/2024	19909		radios for water meters	1	01/16/2024	6,669.00	517485
Total 682:						16,045.24	
01/17/2024	19930	O'Rourke Media Group, LL	paid bills legal ad	1	01/17/2024	33.02	106125
01/17/2024	19930		call for nominations posting	2	01/17/2024	13.93	105050
01/11/2024	19885		paid bills legal ad	1	01/02/2024	33.02	106125
01/11/2024	19885		call for nominations posting	2	01/02/2024	46.95	105050
Total 868:						126.92	
01/17/2024	19912	Galls, LLC	PD uniforms	1	01/01/2024	114.40	105410
Total 994:						114.40	
01/11/2024	19887	Park County Sheriff's Office	IGA animal control and patr	1	01/11/2024	4,000.00	105478
Total 1594:						4,000.00	
01/17/2024	19921	Pikes Peak Area Council of	membership dues	1	01/01/2024	622.00	105140
Total 1660:						622.00	
01/17/2024	19922	Postal Pros Southwest, Inc	water billing	1	01/04/2024	126.53	105130
01/17/2024	19922		water billing	2	01/04/2024	276.40	517218
Total 1699:						402.93	
01/11/2024	19890	Town of Fairplay	501 main	1	01/11/2024	303.20	105195
Total 2134:						303.20	
01/17/2024	19925	USABlueBook	Testing supplies	1	01/11/2024	709.90	517475
Total 2176:						709.90	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
01/17/2024	19926	USDA Forest Service	kite lake improvement don	1	01/16/2024	5,000.00	105110
Total 2182:						5,000.00	
01/11/2024	19891	Utility Notification Center	RTL Transmissions	1	12/31/2023	19.35	517650
01/11/2024	19891		RTL Transmissions	1	12/31/2023	19.35	517455
Total 2194:						38.70	
01/11/2024	19894	Xcel Energy	901 main st	1	01/11/2024	243.86	105023
01/11/2024	19894		fairplay sign	1	12/20/2023	14.90	105640
01/11/2024	19894		747 bogue	1	01/11/2024	17.73	105841
01/11/2024	19894		town sign	1	12/20/2023	35.79	105640
01/11/2024	19894		1190 castello	1	12/26/2023	154.52	105650
01/11/2024	19894		200 2nd st	2	12/26/2023	101.51	517470
01/11/2024	19894		157 6th st	3	12/26/2023	85.87	105640
01/11/2024	19894		156 5th st	4	12/26/2023	12.69	105640
01/11/2024	19894		589 platte dr	5	12/26/2023	12.69	105841
01/11/2024	19894		419 front st	6	12/26/2023	13.24	105640
01/11/2024	19894		sanitation	1	12/26/2023	3,642.61	517680
Total 2296:						4,335.41	
01/11/2024	19884	Laser Graphics	Business Cards	1	12/29/2023	181.00	105445
01/11/2024	19884		gold panning forms	2	12/29/2023	215.50	105030
Total 2437:						396.50	
01/11/2024	19883	KONICA MINOLTA BUSIN	C364E Copier	1	12/29/2023	304.35	105032
01/11/2024	19883		C450I	1	12/31/2023	22.74	105130
Total 2448:						327.09	
01/11/2024	19898	Family Support Registry	14128920	1	01/11/2024	164.76	102265
01/11/2024	19898		14882492	1	01/11/2024	252.00	102265
Total 2456:						416.76	
01/11/2024	19873	AmeriGas	Propane 501 Main	1	12/30/2023	969.99	104762
Total 2468:						969.99	
01/17/2024	19903	CIRSA	property/casualty coverage	1	01/02/2024	14,690.14	517340
01/17/2024	19903		property/casualty coverage	2	01/02/2024	22,315.46	106115
01/17/2024	19903		property/casualty coverage	3	01/02/2024	18,499.86	105487
01/17/2024	19903		2024 equipment coverage	1	01/08/2024	1,104.00	517340
01/17/2024	19903		Workers' comp coverage	1	01/01/2024	5,937.14	105614
01/17/2024	19903		Workers' comp coverage	2	01/01/2024	10,291.04	105414
01/17/2024	19903		Worker's comp coverage	3	01/01/2024	2,770.67	517014
01/17/2024	19903		Workers' comp coverage	4	01/01/2024	593.71	105014
01/17/2024	19903		Workers' comp coverage	5	01/01/2024	197.91	105314
Total 2490:						76,399.93	
01/17/2024	19917	Mountain Grown Gardens,	Bloom Baskets	1	01/16/2024	8,198.00	105134

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2517:						8,198.00	
01/11/2024	19880	Envision Sign and Graphic	christmas banners	1	12/29/2023	998.42	105174
Total 2528:						998.42	
01/11/2024	19875	CenturyLink	acct 719-836-4609 502B	1	01/11/2024	37.11	105065
01/11/2024	19875		acct 719-836-4609 502B	2	01/11/2024	37.10	105065
Total 2614:						74.21	
01/11/2024	19879	E-470 Public Hwy Authority	toll e470	1	12/07/2023	8.40	105445
Total 2707:						8.40	
01/11/2024	19878	Colorado Natural Gas, Inc.	san office	1	01/11/2024	362.24	517234
01/11/2024	19878		Public Works Shop	1	01/11/2024	1,180.41	105650
01/11/2024	19878		901 Main Street	1	01/11/2024	342.78	105023
01/11/2024	19878		sewer treatment plant	1	01/11/2024	3,255.56	517680
Total 2728:						5,140.99	
01/17/2024	19902	Chaffee County Waste	6 yd weekly	1	01/17/2024	129.00	105650
01/17/2024	19902		2 yd biweekly	2	01/17/2024	129.00	105023
01/17/2024	19902		san plant	3	01/17/2024	86.00	517675
Total 2801:						344.00	
01/17/2024	19923	Psychological Dimensions,	psych evaluations	1	01/04/2024	2,800.00	105480
Total 2816:						2,800.00	
01/11/2024	19882	Heart of the Rockies Radio	christmas event radio ads	1	01/01/2024	200.00	105174
Total 2836:						200.00	
01/11/2024	19876	Colorado Analytical Lab	waste water testing	1	11/16/2023	403.00	517665
01/17/2024	19906		water testing	1	01/11/2024	24.00	517475
Total 2864:						427.00	
01/17/2024	19910	Employers Council	employers council dues	1	01/17/2024	.00	106130
			employers council dues	2	01/17/2024		106130
01/17/2024	19929		membership dues	1	01/03/2024	3,800.00	106130
01/17/2024	19910		ECC membership	1	01/17/2024	.00	106130
			ECC membership	2	01/17/2024		106130
Total 3083:						3,800.00	
01/17/2024	19916	Lexipol, LLC	annual support	1	01/21/2023	2,890.47	105465
Total 3096:						2,890.47	
01/17/2024	19911	Ernst, Sarah	cell phone reimburse	1	01/17/2023	50.00	105065

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3313:						50.00	
01/17/2024	19913	Global Software	pd record management sof	1	12/20/2023	19,366.00	105465
01/17/2024	19913		pd record management sof	2	12/20/2023	2,000.00	105424
Total 3321:						21,366.00	
01/11/2024	19886	Park County Government	final bill internet	1	01/11/2024	105.00	517226
01/11/2024	19886		final bill internet	2	01/11/2024	52.50	105455
01/11/2024	19886		final bill internet	3	01/11/2024	52.50	105065
Total 3381:						210.00	
01/17/2024	19924	UniFirst	AED TH	1	11/13/2023	873.14	105025
01/17/2024	19924		AED WW	2	11/13/2023	1,674.15	517670
Total 3462:						2,547.29	
01/11/2024	19892	Warm Springs Consulting	contract watersystem overs	1	01/02/2024	4,500.00	517417
01/11/2024	19892		contract wastewater operat	1	01/02/2024	5,000.00	517627
Total 3463:						9,500.00	
01/17/2024	19919	Phil Long Ford	f150 PD vehicle	1	01/02/2024	52,475.00	105428
Total 3537:						52,475.00	
01/11/2024	19888	Phoenix Technology Group	MDTs for PD	1	01/11/2024	.00	105465
			MDTs for PD	2	01/11/2024		105465
01/17/2024	19920		admin IT	1	01/01/2024	816.40	105060
01/17/2024	19920		pd IT	2	01/01/2024	408.20	105465
01/17/2024	19920		pw IT	3	01/01/2024	816.40	105645
01/17/2024	19920		utilities IT	4	01/01/2024	408.20	517206
Total 3580:						2,449.20	
01/17/2024	19928	Wilson Williams LLP	legal services	1	12/31/2023	1,371.30	105057
Total 3586:						1,371.30	
01/11/2024	19893	Wear Parts & Equipment	meyer plow	1	12/22/2023	5,138.00	105670
Total 3598:						5,138.00	
01/11/2024	19881	Hardesty Engineering and	gallery project managemen	1	01/11/2024	2,945.17	517430
Total 3618:						2,945.17	
01/17/2024	19905	CivicPlus LLC	municipal code supplement	1	01/01/2024	1,157.10	105075
Total 3622:						1,157.10	
01/17/2024	19901	Central Mountain Pest Con	pest management	1	01/08/2024	103.90	517260
Total 3769:						103.90	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
01/17/2024	19918	Personnel Evaluation, Inc.	PEP test	1	12/31/2023	50.00	105480
Total 3773:						50.00	
01/11/2024	19889	Plante Moran	financial review services	1	12/20/2023	1,800.00	105070
Total 3774:						1,800.00	
01/17/2024	19914	Helton & Williamsen	annual meter verification	1	11/15/2023	849.63	517485
Total 3785:						849.63	
01/11/2024	19874	AT&T MOBILITY	cell phones PD	1	12/20/2023	322.15	105455
01/11/2024	19874		cell phones admin	2	12/20/2023	322.15	105065
01/11/2024	19874		cell phones	3	12/20/2023	322.15	105130
01/11/2024	19874		cell phones PW	4	12/20/2023	322.15	105645
01/11/2024	19874		cell phones water	5	12/20/2023	322.17	517226
Total 3786:						1,610.77	
01/11/2024	19872	A NOTCH ABOVE PROPE	officer recruiting	1	01/11/2024	3,100.00	105480
Total 3787:						3,100.00	
01/17/2024	19927	Velocity Constructors Inc.	Infiltration Gallery Pay App	1	01/17/2024	41,675.55	514260
Total 3788:						41,675.55	
01/17/2024	19915	Iron Mountain	records project/storage	1	12/31/2023	229.38	105070
Total 3789:						229.38	
01/17/2024	19907	Colorado Municipal Clerks	liquor license training	1	01/17/2024	75.00	105015
Total 3790:						75.00	
01/17/2024	19904	City of Florence	body armor PD	1	01/17/2024	969.50	105450
Total 3791:						969.50	
Grand Totals:						288,946.50	

Report Criteria:

Detail report type printed



## MEMORANDUM

**TO:** Mayor and Board of Trustees

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

**RE:** New Business Item A – Resolution No. 7, Series of 2024  
Intergovernmental Agreement for Law Enforcement Services with Town of Alma

**DATE:** January 22, 2024

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### **Background:**

In September of this year, the Town of Fairplay hired Jeff Worley as the new Chief of Police and tasked him with “rebuilding” the Town’s Police Department. In providing pertinent updates and information to the Chief, I advised him that discussions had taken place with the Town of Alma about the possibility of Fairplay working with them to provide Law Enforcement Services for their Town since they had not been able to hire their own Chief and Officers for almost 2 years. During the rebuilding phase, I reached out to Administrator Goettelman to inquire about housing opportunities in Alma for Fairplay’s new Officers. When it was discovered that Alma did have living quarters in their Town Hall that were not being used, Chief Worley drove up to Alma, toured the facilities and began initial discussions with Goettelman about a cooperative agreement. Shortly thereafter, the Chief and Goettelman met again and generally agreed on moving forward. The IGA you see before you was drafted by the Chief and reviewed by myself and Goettelman, and counsel for both Towns. It was approved by the Board of Trustees for the Town of Alma on Tuesday, January 16, and is now presented to the Fairplay Board of Trustees for consideration. Such agreements are authorized under C.R.S. 29-1-203 and 30-11-410.

Addendum A contains the costs that were negotiated by Chief Worley, and both he and I feel they are more than fair. We are confident that the agreement will benefit both Towns immensely since neither municipality has had dedicated law enforcement services for varying amounts of time and this agreement will provide for consistent and enhanced services while also providing essential backup for the safety of the Officers. The Chief and I are happy to answer any questions the Board may have.

### **Recommendation:**

Staff recommends approval of Resolution No. 7, Series of 2024, approving an Intergovernmental Agreement for Law Enforcement Services between the Town of Fairplay and the Town of Alma as presented by motion, second and a roll call vote.

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 7  
(Series of 2024)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING AND INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE TOWN OF ALMA AND THE TOWN OF FAIRPLAY.**

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

**WHEREAS**, pursuant to C.R.S. § 31-15-401, the Town, by and through its Board of Trustees (“Board”) and through its police powers, possesses the authority to regulate the police and the enforcement of laws of the municipality; and

**WHEREAS**, pursuant to C.R.S. § 31-15-402, the Town, by and through its Board of Trustees (“Board”), possesses the authority and has general powers in relation to the finances of the Town; and

**WHEREAS**, the Board of Trustees, upon recommendation of the Chief of Police, has determined it is in the best interests of the Towns of Fairplay and Alma, and the health, safety and welfare of the general public, to contract to provide full law enforcement services in the boundaries of the Town of Alma, Colorado.

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

**Section 1.** The Board of Trustees of the Town of Fairplay, Colorado, hereby approves the Intergovernmental Agreement between the Town of Fairplay, Colorado, and the Town of Alma, Colorado, attached hereto as “Exhibit A” and authorizes the Mayor to execute same on behalf of the Town.

**Section 2.** This resolution shall become effective upon adoption.

**RESOLVED, APPROVED, and ADOPTED** this 22nd day of January, 2024.

**TOWN OF FAIRPLAY, COLORADO**

**ATTEST:**

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

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

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE TOWN OF FAIRPLAY AND THE TOWN OF ALMA

This Intergovernmental Agreement is entered into between the Town of Fairplay, Colorado, ("Fairplay") and the Town of Alma, Colorado ("Alma").

WHEREAS, Alma currently has minimal police services and has determined that it is in the best interests of Alma and its inhabitants to contract with Fairplay to provide full law enforcement services within the boundaries of Alma under the terms of this Agreement; and

WHEREAS, Fairplay determined that its Police Department has the resources to provide law enforcement services to the Alma in exchange for the compensation to be provided by Alma under this Agreement and upon the further terms and conditions contained in this Agreement; and

WHEREAS, pursuant to C.R.S. Section 29-1-203, Alma and Fairplay are authorized to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to the parties of this agreement; and

WHEREAS, pursuant to C.R.S. Section 30-11-410, Town of Alma Council and the Town of Fairplay Board of Trustees are authorized to contract for the purpose of providing law enforcement by the Fairplay Police Department within the boundaries of Alma;

NOW, THEREFORE, in consideration of their mutual rights and obligations as set forth below, Alma and Fairplay agree as follows:

1. Services to Be Provided by Fairplay Police Department: Fairplay agrees to provide the following police services to Alma:
  - a. Fairplay Police Department will respond to all general calls-for-service, all emergency situations, and to any situation that requires that a police report be made within the corporate boundaries of Alma. These services include self-initiated citizen contacts, such as is common in traffic enforcement, case follow-up and investigative services, as well as limited animal control services, mirroring those services the Department provides to Fairplay. In essence, Fairplay Police Department will provide Alma equivalent law enforcement functions and services as it does for Fairplay.
  - b. In addition, Fairplay Police Department will enforce Alma Town ordinances, regulations, and codes of the Town of Alma, Colorado, as well as the laws of the State of Colorado which are applicable within the corporate limits of Alma and, when issuing any summons and complaint, shall act in a manner like that employed by the Department within the incorporated boundaries of Fairplay.
  - c. Fairplay Police Department will provide equipment, training, uniforms, vehicles, and other supplies associated with the services described in paragraph 1(a) above on the same basis as the Department provides such training and equipment to responses within the boundaries of Fairplay, Colorado.
  - d. Fairplay Police Department will maintain in its records system, and in accordance with the Department's applicable records retention policies, records relating to criminal



complaints, arrests, and other official law enforcement actions taken by the Department under this Agreement. During and after termination of this Agreement, Alma shall have continued access through requests made to the Department for police records for all information pertaining to any entry made by the Department on behalf of Alma under this Agreement, which request shall be granted at no charge and for legitimate law enforcement purposes.

- e. Fairplay Police Department will maintain in its property system, and in accordance with the Department's applicable retention policies, criminal evidence, found property, and items held for safe-keeping relating to criminal complaints, arrests, and other official law enforcement actions taken by the Department under this Agreement. During and after termination of this Agreement, Alma shall have continued access through requests made to the Department for property items pertaining to anything collected and maintained by the Department on behalf of Alma under this Agreement, which request shall be granted at no charge and for legitimate law enforcement purposes.
- h. All Fairplay police personnel, provided under the terms of this Agreement, will wear the uniform of the Fairplay Police Department or, for non-uniformed personnel, will be dressed in accordance with the Department's policy.
- i. If requested by the Alma's Town Council or Alma's Chief Administrative Officer, the Fairplay Chief of Police or his designee will provide a report to Alma of police activity in the Town at regularly scheduled meetings of the Town's Council, as well as annual statistical data pertaining to law enforcement services provided to Alma.
- j. Fairplay Police Department shall, upon request, make available to Alma a copy of any Department policies and procedures. The Parties understand and agree that the Department's policies and procedures for law enforcement services shall govern the conduct and activities of Department personnel when performing under this Agreement.
- k. All Fairplay Police Department personnel serving the Town under this Agreement shall remain Fairplay employees. Fairplay shall continue to be responsible for all wages, withholdings, pension plans, worker's compensation, unemployment benefits, dental, medical, and life insurance, any and all retirement benefits plans, and all other costs and expenses of such personnel, except as otherwise provided by this Agreement.
- l. Fairplay will allow Alma to retain monetary fees collected through the municipal court for incidents stemming from enforcement activities within the boundaries of Alma.
- m. Fairplay Police Department shall perform those services described in this Agreement and such additional services described in **Addendum B** to this Agreement which shall be incorporated by reference provided that such **Addendum B** is approved at the time of initial approval of this Agreement, or an amended **Addendum B** is approved in the same manner as the initial approval of this Agreement.

2. Compensation for Law Enforcement Services: In exchange for the law enforcement services provide by Fairplay described in the preceding paragraphs of Section 1, Alma agrees to the following:

- a. Alma will pay the annual wage, including health insurance, retirement, accrued personal leave and overtime, and other benefits commensurate with the benefit package provided by Fairplay for its employees, for one Fairplay Police Officer.
- b. Alma will pay for the annual uniform allowance, equipment costs (e.g. ballistic armor), and training costs allotted to Fairplay Police Officers.
- c. Alma will provide two police vehicles, fully equipped with emergency and safety equipment, in addition to maintenance, insurance, and registration costs of the same. Any vehicles provided by Alma for the purpose of this agreement and operated by Fairplay police officers will bear at least one decal indicating its service as a Fairplay Police Department vehicle.
- d. Alma will pay a prorated portion of the salary of the Fairplay's Chief of Police to the extent that the Chief's guidance, experience, and substantive service are provided to Alma. The prorated portion will not exceed fifteen percent (15%) of the Chief's base salary.
- e. Prior to both the verbal agreement and the formal IGA, Alma had agreed to allow Fairplay Police Department to utilize a portion of the Alma Town Hall for working and sleeping quarters for Fairplay's police officers. Alma will continue to allow these facilities to be used for this purpose by Fairplay Police Department.
- f. Fairplay will invoice Alma on a quarterly basis for costs related to a single Police Officer's wages and other associated expenses, and Alma shall promptly pay within thirty (30) days of the date of the invoice, for services under this Agreement.
- g. If this Agreement is terminated for any cause during its term, Alma shall be responsible only for the costs associated with the employment of one Police Officer incurred through the date of termination.

3. Other Conditions Governing Fairplay's Provision of Law Enforcement Services: The Parties agree that the following provisions shall apply to Fairplay Police Department's provision of law enforcement services to the Town under this Agreement:

- a. **Complaints.** Any complaints of violation of law or policy by Fairplay Police Officers performing duties under this Agreement will be made by Alma or other complaining person in writing, directed to the Chief of Police, and in compliance with any Department policy and procedure for internal affairs investigations. The Chief will inform Alma in writing when any such complaint is received, including the name of the Officer or person complained against and the nature of the complaint. The Chief also will notify Alma of the final disposition of any such complaint after the Department's internal investigation has been completed. Complaints from members of the public regarding the substance of policies related to the services provided under this Agreement will be forwarded in writing by the receiving Party to the Party whose policy is in question.

- b. **Independent Contractor.** The Parties recognize and agree that the Fairplay Police Department is an independent contractor for all purposes, both legal and practical, in performing services under this Agreement, and that the Department and its agents and employees are not agents or employees of Alma for any purpose. As an independent contractor, the Department shall be responsible for employing and directing such personnel and agents as it requires to perform the services described in this Agreement, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions. All other persons who are employed by or acting as agents of Alma are and shall be considered to be employees or agents of Alma and not of Fairplay Police Department.
- c. **Mutual Indemnification.** Each Party assumes responsibility for its agents' and its employees' actions and omissions under this Agreement, and further, to the extent allowed under the law, each party agrees to hold harmless the other for such actions of its agents and employees. By agreeing to this provision, neither Fairplay nor Alma waives or intends to waive, as to any person not a party to the Agreement, the limitations on liability which Fairplay and Alma and their officials and employees are entitled under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. For purposes of this Paragraph 3(c), the relationships between the Parties and described in Paragraph 3(b), above, shall apply. Also, for purposes of this Paragraph 3(c), the Town shall consider Fairplay, which is the governmental entity financially responsible for the Fairplay Police Department, to be the same Party as the Chief of Police or the Department.
- d. **No Beneficiaries.** The enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to Fairplay and Alma, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this contract that any person receiving services or benefits under this contract shall be deemed an incidental beneficiary only.
- e. **Waiver of Claim for Failure to Respond.** Neither Party shall sue or bring any action as a breach of this Agreement for, and the Parties agree not to seek legal or equitable relief against each other, or any of their elected or appointed officials, employees or agents, on account of any alleged failure of either Party to adequately exercise discretion in determining law enforcement response and priorities under this Agreement. This paragraph shall not preclude the Parties from pursuing any other remedies which may be available to them in the event of any other breach or alleged breach of this Agreement.
- f. **Insurance.** The Parties further agree, again without waiving any governmental immunity protections to which they and their officials or employees are entitled under C.R.S. Section 24-10-101, et seq., as amended, to obtain adequate insurance to cover the liability and other risks to which they may be exposed as a result of the services to be provided pursuant to this Agreement, if either of them does not already have such insurance, and to maintain such insurance throughout the term of this Agreement.

4. Effective Date; Term of Agreement; Events of Termination: This Agreement is effective as of the date of which it is signed by all the representatives of the Parties as provided in the signature portion of this Agreement below. This Agreement shall remain in effect until the earlier of the following events: (1) this Agreement is expressly superseded by a new written agreement which is mutually acceptable to and signed by both Parties; or (2) a party exercises its rights to unilaterally terminate the Agreement or fails to appropriate funds for the performance of this Agreement in any fiscal year as provided in paragraph 5. It shall be noted that the Fairplay Police Department and the Town of Alma entered into a verbal agreement, on January 3, 2024, that made it effective on February 5, 2024, to provide Alma with law enforcement. Alma was made aware at the time of the verbal agreement that a formal, written IGA was forthcoming. The Parties by this Agreement ratify such prior agreement.
5. Unilateral Termination / Non-appropriation: Any party may unilaterally terminate this Agreement for any reason with not less than fourteen (14) days advance written notice to all other parties. Any notice of unilateral termination shall include a date and time of termination. Notice shall be directed to the attention of the representative or representatives identified in paragraph 6 of this Agreement for the non-terminating parties, and notice shall be considered to have been provided on the date of postmarking, if the notice is placed in the U.S. mail, first class certified mail with return receipt requested, or on the date of delivery, if the notice is hand-delivered. Additionally, as required by Article X, Section 20 of the Colorado Constitution, the obligations of the parties for this contract in any succeeding fiscal year following the year in which this Agreement is executed shall be subject to annual appropriation of funds for the performance of this Agreement. Should sufficient funds for the performance of this Agreement not be appropriated this Agreement shall automatically terminate on the last day of the fiscal year in which such funds were appropriated without further action of the parties.

Should this Agreement terminate for any purpose, Fairplay retains first right of refusal to continue employment of the Police Officer whose wages and benefits have been provided by Alma per the Agreement and prior to its termination.

6. Notice: For purposes of this Agreement, any notice required shall be considered sufficient if mailed or delivered to the following addresses:

<p><u>For Fairplay:</u>  Janell Sciacca  PO Box 267  901 Main St.  Fairplay, CO 80440</p>
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<p><u>For Alma:</u>  Gary Goettelman  PO Box 1050  59 Buckskin St  Alma, CO 80420</p>
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7. Amendment: This Agreement may be amended by the Parties at any time during its term, provided that any such amendment is agreed to in writing and signed by the representatives of the Parties.
8. Invalidity Provision: Should any of the provisions of this Agreement be held to be invalid or unenforceable, then the balance of this Agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the Agreement or be of a substantial nature, then the

Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Agreement.

9. Governing Law: This Agreement shall be governed by, and interpreted in accordance with, the laws of State of the Colorado.

[Signature page follows.]

IN WITNESS WHEREOF, Fairplay and the Fairplay Police Department have caused this Agreement to be executed in its name by its duly authorized Officer, and Alma has caused this Agreement to be executed in its name by its duly authorized Officer, as of the date first above written.

TOWN OF FARIPLAY,

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

Frank Just, Mayor

FAIRPLAY POLICE DEPARTMENT,

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

Jeff Worley, Chief of Police

ATTEST:


\_\_\_\_\_  
Janell Sciacca, Town Administrator

TOWN OF ALMA,

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

Saam Golgoon, Mayor

ATTEST:

  
\_\_\_\_\_  
Gary Goettelman, Town Administrator

**ADDENDUM A**  
**TO INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES**  
**BETWEEN THE TOWN OF FAIRPLAY AND THE TOWN OF ALMA**

OPERATING COSTS for Chief's Base Salary

As of the date of the verbal agreement between Alma and Fairplay, the base salary for the Chief of Police of Fairplay Police Department is \$100,000. Fifteen percent of this salary is \$15,000.

OPERATING COSTS for Straight-time Hours

Straight-time non-salaried personnel wage rate is \$34.61/hour (or \$71,988 annually), based on a 40-hour weekly schedule (*Note: this wage may increase commensurate with raises or cost-of-living provided to Fairplay employees and Alma would be notified in writing of such for budgetary purpose*)

Costs for full health, dental, vision, and life insurance; FPPA retirement; and disability for a Fairplay employee with a family at an annual cost not to exceed \$35,000.

Other included costs for FICA, workers' compensation, and unemployment.

OPERATING COSTS for Overtime Hours

Same as above except the hourly rate increases to time-and-a-half. Overtime hours worked may be accumulated alternatively as personal time off ("comp time").

UNIFORM ALLOWANCE

Fairplay Police Officers are allowed \$1,000.00 annually to purchase uniforms and related equipment. Additionally, Fairplay Officers are issued ballistic armor ("bullet-proof vests") for their safety. The cost associated with ballistic armor varies, depending upon vendor and vest model. Typical costs range between \$600 and \$1,000 per vest.

ANNUAL TRAINING

Mandatory training provided to Colorado POST-certified Officers is typically minimal or free of charge. However, training associated with career development is more costly. It is estimated that a new Officer will receive up to \$500 per year in such training.

GRANTS

The Town of Fairplay will seek grants to offset costs of law enforcement services for both Fairplay and Alma, and Alma will agree to cooperatively participate in efforts by providing letters of support, financial assistance, or other forms of aid on an as-approved basis by the Alma Board of Trustees or Town Administrator.

**ADDENDUM B**  
TO INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE TOWN OF FAIRPLAY AND THE TOWN OF ALMA

(There are no additional services as the time of initial approval of this Agreement)





## MEMORANDUM

**TO:** Mayor and Board of Trustees

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

**RE:** New Business Item B – Resolution No. 8, Series of 2024 Summit Stage IGA Amendment

**DATE:** January 22, 2024

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### **Background:**

In 2019 the Town entered into an IGA with Park County, Summit County, and the Towns of Alma and Breckenridge for the Summit Stage commuter bus service. The IGA sets forth the responsibilities for each governmental entity. The Town of Fairplay's responsibility under the original agreement was leasing of the CDOT Maintenance Facility at 850 Hathaway Street for storage of the buses and for a park'n'ride location. In 2023, CDOT terminated the agreement and demolished the building for Workforce Housing. I reached out to Chris Lubbers at the Summit Stage advising the Town was unable to meet the original terms and needed to move to a financial contribution. The contribution negotiated and indicated in the new agreement is based on an amount similar to what was paid for the utilities and rent on the CDOT Building, or \$18,000. The Summit Stage is an important service for residents of the Town of Fairplay and surrounding areas, and as such Staff feels the \$18,000 is offset by the service provided. The amount was been built into the Transit budget for 2024 and the IGA can be used to leverage future transit funding.

### **Recommendation:**

Staff recommends approval of Resolution No. 8, Series 2024 as presented by motion, second and a roll call vote.

### **Attachments:**

- Resolution No. 8, Series 2024
- Exhibit A - IGA

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 8**

**Series of 2024**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF INTER-COUNTY COMMUTER BUS TRANSIT SERVICES FOR THE PARK COUNTY COMMUTER ROUTE.**

**WHEREAS**, the Town of Fairplay desires to continue the Summit Stage bus service that provides intercounty commuter transit services for Park County residents; and,

**WHEREAS**, the Town of Fairplay understands that this IGA ensures the provision of intercounty commuter transit services to Park County through early 2025; and,

**WHEREAS**, the Town of Fairplay has supported the effort to provide commuter transit services via the Summit Stage by leasing property from the Colorado Department of Transportation for the purposes of storing Summit Stage buses; and,

**WHEREAS**, the Town of Fairplay has requested that its scope of responsibilities outlined in the IGA be amended to a financial contribution due to the fact the CDOT barn previously leased by the Town has been demolished and no other suitable facilities exist in the Town; and,

**WHEREAS**, the Board of Trustees understands the value that this service brings to the entire Fairplay and South Park community.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO**, that the Intergovernmental Agreement, attached hereto as Exhibit A, regarding commuter transit services for Park County, be and hereby is approved.

**RESOLVED, APPROVED, and ADOPTED** this 22nd day of January, 2024.

**TOWN OF FAIRPLAY, COLORADO**

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

ATTEST:

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

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF  
INTER-COUNTY COMMUTER BUS TRANSIT SERVICES FOR THE PARK COUNTY  
COMMUTER ROUTE**

**THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF INTER-COUNTY COMMUTER TRANSIT SERVICES FOR THE PARK COUNTY COMMUTER ROUTE** (“First Amendment”), dated this 1st day of January, 2024, is entered by and between Summit County Government (“Summit County”), Park County Government (“Park County”), Town of Fairplay (“Fairplay”); Town of Alma (“Alma”); and Town of Breckenridge (“Breckenridge”). The aforementioned entities are hereinafter referred to collectively as the “Parties”.

**WHEREAS**, the Parties entered into an Intergovernmental Agreement to engage the Summit Stage to begin inter-county, commuter transit service between Park and Summit Counties; and

**WHEREAS**, the Parties agreed to provide local contributions to assist with the operation of the inter-county, commuter transit service between Park and Summit Counties dated the 1<sup>st</sup> day of June, 2022 (“Intergovernmental Agreement”) attached hereto as Exhibit A to this Amendment and incorporated herein by this reference; and

**WHEREAS**, the parties desire to amend the Intergovernmental Agreement.

**NOW, THEREFORE**, in consideration of the above terms and the mutual promises and covenants set forth below, and intending to be legally bound, the parties hereto agree to amend the Agreement as follows:

1. Exhibit “A” shall be deleted in its entirety and replaced with a new exhibit attached hereto as Exhibit “A-1” (Revised Scope of Transit Services) to this Amendment and incorporated herein by this reference
2. Section III shall be deleted in its entirety and replaced with the following:

Section III

- a. Park County, Alma, Breckenridge and Fairplay agree to provide local share contributions to Summit County to offset operating expenses incurred by the Park County Commuter as set forth in Exhibit A-1 (Scope of Transit Services).
- b. Subject to annual appropriation, Park County, Alma, Breckenridge and Fairplay shall contribute to the Park County Commuter. If any Party amends or terminates their obligations hereunder, the remaining Parties shall convene to discuss changes to service and amend the IGA as needed to continue the Park County Commuter.
- c. Park County will apply for federal and state transit funding to supplement the operating costs of the Park County Commuter. If necessary, local funds from Park County, Alma and Breckenridge will be used to provide the required local match for any grants that are awarded.

**CONTINUATION OF AGREEMENT.** This Amendment shall be effective as of the date first written above and the remaining terms of the Agreement, not expressly amended or modified herein, shall continue in full force and effect for the duration of the term provided for in the Agreement.

**IN WITNESS THEREOF**, this First Amendment is executed and entered into effective the day and year first written above.

**BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY**

Signature: \_\_\_\_\_

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

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

**BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY**

Signature: \_\_\_\_\_

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

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

**TOWN OF BRECKENRIDGE**

Signature: \_\_\_\_\_

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

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

**TOWN OF FAIRPLAY**

Signature: \_\_\_\_\_

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

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

**TOWN OF ALMA**

Signature: \_\_\_\_\_

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

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

**EXHIBIT “A-1” (Revised Scope of Transit Services)**

Description of Park County Commuter Transit Services

Park County Commuter										Winter 23-24					
NORTHBOUND Travel															
Timetable for: Fairplay to Breckenridge															
Stop ID #	185	?	?	186	119	121	122	123	187	124	201	125	99	100	14
AM	6:45	6:45	6:53	6:53	7:07	7:07	7:08	7:08	7:09	7:10	7:10	7:11	7:14	DROPS	7:18
	7:45	7:45	7:53	7:53	8:07	8:07	8:08	8:08	8:09	8:10	8:10	8:11	8:14	DROPS	8:18
PM	12:30	12:30	12:38	12:38	12:52	12:52	12:53	12:53	12:54	12:55	12:55	12:56	12:59	DROPS	1:03
	2:00	2:00	2:08	2:08	2:22	2:22	2:23	2:23	2:24	2:25	2:25	2:26	2:29	DROPS	2:33
	7:00	7:00	7:08	7:08	7:22	7:22	7:23	7:23	7:24	7:25	7:25	7:26	7:29	DROPS	7:33
	10:30	10:30	10:38	10:38	10:52	10:52	10:53	10:53	10:54	10:55	10:55	10:56	10:59	DROPS	11:03
PARK COUNTY					SUMMIT COUNTY										

Park County Commuter										Winter 23-24							
SOUTHBOUND Travel																	
Timetable for: Breckenridge to Fairplay																	
Stop ID #	14	114	115	116	117	202	197	118	199	200	189	203	204	182	?	184	?
AM	11:45	11:48	DROPS	DROPS	DROPS	DROPS	DROPS	11:52	DROPS	DROPS	11:55	DROPS	DROPS	12:10	12:10	DROPS	DROPS
PM	1:15	1:18	DROPS	DROPS	DROPS	DROPS	DROPS	1:22	DROPS	DROPS	1:25	DROPS	DROPS	1:40	1:40	DROPS	DROPS
	5:15	5:18	DROPS	DROPS	DROPS	DROPS	DROPS	5:22	DROPS	DROPS	5:25	DROPS	DROPS	5:40	5:40	DROPS	DROPS
	6:15	6:18	DROPS	DROPS	DROPS	DROPS	DROPS	6:22	DROPS	DROPS	6:25	DROPS	DROPS	6:40	6:40	DROPS	DROPS
	9:45	9:48	DROPS	DROPS	DROPS	DROPS	DROPS	9:52	DROPS	DROPS	9:55	DROPS	DROPS	10:10	10:10	DROPS	DROPS
	11:15	11:18	DROPS	DROPS	DROPS	DROPS	DROPS	11:22	DROPS	DROPS	11:25	DROPS	DROPS	11:40	11:40	DROPS	DROPS
SUMMIT COUNTY										PARK COUNTY							

Service Miles, Hours and Estimated Cost of Service

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Service Miles	4,972.4	4,491.2	4,972.4	4,812.0	4,972.4	4,812.0	4,972.4	4,972.4	4,812.0	4,972.4	4,812.0	4,972.4	58,546.0
Service Hours	147.8	133.5	147.8	142.4	147.3	142.4	147.1	147.1	142.4	147.1	143.0	147.8	1,735.7

Operating Cost Per Hour \$152.91  
 Total Annual Operating Cost \$265,405.89

Estimated Rolling Stock Depreciation Costs

	Book Value of New Bus	Estimated Trade In	Annual Depreciation (8 Years)	Adjusted For 80/20 Grant Funding
Bus #1	\$540,000	(\$2,800)	\$67,500	\$13,500
Bus #2	\$540,000	(\$2,800)	\$67,500	\$13,500
<b>Total Annual Vehicle Costs</b>			<b>\$27,000</b>	

Schedule of Contributions from Each Party

## Park County

Contribution	Estimated Grant Funds	Invoice Amount	Annual Invoice Date	Comments
\$45,000	\$45,000	\$45,000	April 22nd	Per IGA for the Provision of Intercounty Commuter Transit Services

## Breckenridge

Contribution	Grant Funds	Invoice Amount	Annual Invoice Date	Comments
\$50,000	\$0	\$50,000	April 22nd	Per IGA for the Provision of Intercounty Commuter Transit Services

## Fairplay

Contribution	Grant Funds	Invoice Amount	Annual Invoice Date	Comments
\$18,000	\$0	\$18,000	April 22nd	Per IGA for the Provision of Intercounty Commuter Transit Services

## Alma

Contribution	Grant Funds	Invoice Amount	Annual Invoice Date	Comments
\$5,000	\$0	\$5,000	April 22nd	Per IGA for the Provision of Intercounty Commuter Transit Services



**Town of Fairplay**  
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 (719) 836-2622 phone  
 (719) 836-3279 fax  
 www.fairplayco.us

## STAFF REPORT

**TO:** Mayor Just and Board of Trustees

**FROM:** Janell Sciacca, Town Administrator

**RE:** New Business Item C – Resolution No. 9, Series of 2024  
 Princeton Hydro Bathymetric Survey PSA

**DATE:** January 22, 2024

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### BACKGROUND/ANALYSIS:

In 2023, Staff noted many dead fish as the Beach during the hot summer months. During discussions with the Board, Mayor Just recalled and shared information regarding a previous unsuccessful attempt to dredge the reservoir to increase the restore some of the original depth. Staff researched reputable companies, and in a meeting with a representative of the Coalition for the Upper South Platte, the company name of Princeton Hydro was shared as an entity that had attended site visits for a project at Eleven Mile Canyon. Staff reached out to the company and discovered one of the Senior Project Managers, Chris Mikolajczyk, lives in Colorado Springs. Contact was made, historic files were shared and an electronic meeting was held in order to discuss the potential project which resulted in this first step of a Bathymetric Survey to map the water depth and amount of accumulated unconsolidated sediment which will produce topographic contours of water depth and statistics such as mean depth and volume of water, and unconsolidated sediment. Data from the survey would then be used to create a plan for dredging.

Staff feels the amount of the proposal is appropriate and recommends approval to move forward to make much needed improvements and steps for protection and preservation of this very important Town asset.

### STAFF RECOMMENDATION

Staff recommends the Board approve Resolution No. 9, Series 20242 as presented by motion, second and a roll call vote.

### Attachments:

- Resolution No. 9, Series 2024
- Exhibit A – Professional Services Agreement with Proposal

**TOWN OF FAIRPLAY, COLORADO**

**RESOLUTION NO. 9  
(Series of 2024)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PRINCETON HYDRO FOR BATHYMETRIC SURVEY SERVICES FOR THE FAIRPLAY RIVER PARK.**

**WHEREAS**, the Town of Fairplay (the "Town") has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

**WHEREAS**, the Town's desires to retrain a professional company to conduct a Bathymetric Survey to map the water dept and amount of accumulated unconsolidated sediment in preparation for future dredging;

**WHEREAS**, Princeton Hydro has presented a proposal and represents that it possesses the knowledge, skills and abilities to successfully complete the required services; and

**WHEREAS**, the Board of Trustees of the Town of Fairplay desires to contract with Princeton Hyrdo for the aforementioned services.

**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 to execute same on behalf of the Town.

**Section 2.** The total amount of payment for services under the agreement shall not exceed \$8,175.00.

**Section 3.** This resolution shall become effective upon adoption.

**RESOLVED, APPROVED, and ADOPTED** this 22<sup>nd</sup> day of January, 2024.

**TOWN OF FAIRPLAY, COLORADO**

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

**ATTEST:**

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



# EXHIBIT A

## 2024 Professional Service Agreement For Fairplay River Park Bathymetric Survey Services (“Project”)

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) dated as of January 9, 2024, is entered into by and between Princeton Hydro, LLC, a limited liability corporation of the State of New Jersey, whose business address is PO Box 3689, Trenton, New Jersey 08629, (“**Contractor**”) and the Town of Fairplay, Colorado, a **statutory municipality of the State of Colorado** (“**Town**” and, together with the Contractor, “**Parties**”).

### RECITALS AND REPRESENTATIONS

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

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

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

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

#### 1. SERVICES AND CONTRACTOR PERFORMANCE

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

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

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

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

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

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

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

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

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

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

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

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

## 2. COMPENSATION

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

- A. For Lump sum Task Orders.** The CONTRACTOR shall perform Services as a Task Order described in **Exhibit B** and shall invoice the TOWN for work performed based on percent complete the specific task.
- B. For Time and Materials Task Orders.** The CONTRACTOR shall perform the Services and shall invoice the TOWN for work performed based on the rates described in **Exhibit C**.
- C. Reimbursable Expenses.** The following shall be considered "Reimbursable Expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:
- Vehicle Mileage (billed at not more than the prevailing per-mile charge permitted by the Internal Revenue Service as a deductible business expense)
  - Printing and Photocopying Related to the Services
  - Charges incidental to securing needed information (e.g., charges imposed to obtain recorded documents)
  - Postage and Delivery Services
  - Lodging and Meals (*only* with prior written approval of the Town as to dates and maximum amount permitted)
- D. Non-reimbursable Costs, Charges, Fees, or Other Expenses.** Any fee, cost, charge, penalty, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

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

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

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

### **3. CONTRACTOR'S GENERAL RESPONSIBILITIES**

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

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

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

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

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

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

#### 4. TERM AND TERMINATION

4.1. **Term.** The provision of services under this Agreement shall commence on January 4, 2024 (the "Effective Date") and will terminate on December 31, 2024 (cumulatively, the "Term"); provided, however, under no circumstances will the Term exceed the end of the current Town Fiscal year (January 1 – December 31). The Contractor understands and agrees that the Town has no obligation to extend this Agreement's Term or contract for the provision of any future services, and makes no warranties or representations otherwise. Notwithstanding the foregoing; the Parties may mutually agree in writing to the monthly extension of this Agreement for up to twelve (12) consecutive calendar months if such extension is approved by the Board of Trustees and the Contractor and such extension do not alter or amend any of the terms or provisions of this Agreement.

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

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

- A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and
- B. All finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town, subject to the ownership restrictions in **Section 6.0** of this Agreement; and
- C. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and Reimbursable Expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by **Sub-Section 4.3(A)** above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.

4.4. **Termination for Non-Performance.** Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purposes of this **Sub-Section 4.4**, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting

and final invoice of charges for all performed but unpaid Services and authorized Reimbursable Expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this **Sub-Section 4.4**, nothing in this **Sub-Section 4.4** shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

**4.5. Unilateral Suspension of Services.** The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement or (3) as required by law.

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

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

## **5. INSURANCE**

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

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

- A. Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance, if any, shall be endorsed to include the Town as a Certificate Holder.
- B. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) Dollars for each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees, and agents as additional insured parties.
- C. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than of One Hundred Thousand Dollars (\$100,000.00) each person and each accident and for property damage of not less than Fifty Thousand Dollars (\$50,000.00) each accident with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees, and agents as additional insured parties.
- D. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

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

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

- C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- D. For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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

- A. assign to Contractor ownership of all patents, copyrights, and other proprietary rights created in the course of their employment or engagement; and
- B. obligate such personnel or subcontractors, as the case may be, upon terms and conditions no less restrictive than are contained in this **Section 6.0 OWNERSHIP OF DOCUMENTS**, not to use or disclose any proprietary rights or information learned or acquired during the course of such



employment or engagement including, without limitation, any Work Product, all Contractor property and any other information pursuant to this **Section 6.0 OWNERSHIP OF DOCUMENTS**.

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

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

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

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

**6.6.** Notwithstanding the foregoing, the Contractor shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by the Contractor prior to or independently of any of its services under this Agreement ("Background IP"), including such Background IP that the Contractor may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. The Contractor grants the Town an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from such Background IP, but only as an inseparable part of the Work Product. Third-party content that may be used or incorporated in the Work Product shall not become the property of the Town. The Contractor shall secure all licenses necessary to any third-party content incorporated into the Contractor's Work Product for the Town to utilize the Contractor's services and the Work Product for their intended purposes.

## **7. CONFLICT OF INTEREST**

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

## **8. REMEDIES**

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of

this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities, or inactions by the Contractor. The remedial actions include:

- 8.1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- 8.2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- 8.3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
- 8.4. Terminate this Agreement in accordance with this Agreement.

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

## 9. MISCELLANEOUS PROVISIONS

- 9.1. **No Waiver of Rights.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Board of Trustees or by a person expressly authorized to sign such waiver by resolution of the Board of Trustees of the Town of Fairplay, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 9.2. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 9.3. **Affirmative Action.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 9.4. **Americans with Disabilities Act.** Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act.

**9.5. Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this **Section 9.5** shall not authorize assignment.

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

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

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

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

**9.10. Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of the Board of Trustees. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution or motion of the Board of Trustees. No assignment shall release the Applicant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

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

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

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

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

**9.15. Non-Liability of Town for Indirect or Consequential Damages or Lost Profits.** Parties agree that the Town shall not be liable for indirect or consequential damages, including lost profits that result from the Town's declaration that the Contractor is in default of the Agreement, so long as the Town acts in good faith.

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

**9.17. Notices.** Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has

been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail and properly addressed to the intended recipient. Written notice may also be provided by electronic mail which shall be deemed delivered when receipt is acknowledged by reply of the recipient.

**If to the Town:**

Town of Fairplay  
Janell Sciacca  
901 Main Street  
P.O. Box 267  
Fairplay, Colorado 80440  
[jsciacca@fairplayco.us](mailto:jsciacca@fairplayco.us)

**If to the Contractor:**

Princeton Hydro, LLC  
Geoffrey M. Goll, P.E.  
P.O. Box 3689  
Trenton, New Jersey 08629

With Copy to:

Town Attorney  
Nina P. Williams  
Wilson Williams Fellman Dittman  
1314 Main Street, Suite 101  
Louisville, Colorado 80027  
[nina@wwfdlaw.com](mailto:nina@wwfdlaw.com)

**10. AUTHORITY**

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

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

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF FAIRPLAY

CONTRACTOR

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

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

Name: Janell Sciacca

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

Title: Town Administrator

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nina P. Williams, Town Attorney

Mr. Frank Just, Mayor  
Ms. Janell Sciacca, Town Administrator/Clerk  
Town of Fairplay  
901 Main Street  
PO Box 267  
Fairplay, Colorado 80440

## EXHIBIT A

VIA E-MAIL: [jsciacca@fairplayco.us](mailto:jsciacca@fairplayco.us)

**RE: Bathymetric Survey Services  
Fairplay River Park, Town of Fairplay, Park County, Colorado**

December 28, 2023

Dear Mr. Just and Ms. Sciacca,

Princeton Hydro is pleased to submit this proposal for bathymetric survey services to the Town of Fairplay (Town). The Town owns the largest and most heavily utilized in-town park; Fairplay Beach, located within River Park. As you know, it is located adjacent to the river and near the Town's center. As a board member of my local chapter (Pikes Peak) of Trout Unlimited, I know that fly fishing is a large draw for tourists, members of neighboring communities and town inhabitants equally. This central location and large overall usage have led to the creation of the Fairplay River Park Master Plan. As such, it is a, important and vital resource to the Town.

After discussions with both of you, and a thorough review of all the material previously provided via DropBox, we feel we have a thorough understanding of the Town's vision for the park. Thus, our proposed scope of work is as follows. Please note that for this task, Princeton Hydro anticipates the use of a small jon boat with electric trolling motor to propel around the lake.

A bathymetric survey is the mapping of water depth and the amount of accumulated unconsolidated sediment (top of sediment to bottom of sediment) in a water body or water course. The data from this survey can be modeled to produce topographic contours of water depth and statistics such as mean depth and volume of water, as well as unconsolidated sediment.

For compatibility with both the provided past and future surveys, as well as for any possible future permitting, the water depth data must be real elevations (North American Vertical Datum of 1988 - NAVD88) and not relative depths (surface water elevation equal to zero). This will require the setting of a benchmark on the project site, preferably close to the shoreline along a fixed structure, such as a spillway or bulkhead wall. Princeton Hydro will set a benchmark adjacent to the lake with a Leica GS14 survey grade GPS unit and calculate the surface water elevation before the start of the survey with both a site level and Philadelphia rod.

The bathymetric survey will be conducted upon ice out, however before significant spring melting, most likely in late May 2024 utilizing two different methods. These methods include a calibrated sounding rod as well as a dual frequency echo sounder with GPS. The calibrated sounding rod method will be employed to survey shallow areas (12 inches of water or less) and in areas where the bottom sediment composition is not conducive for echo sounding. The dual frequency sounder (Knudsen Engineering model 1612 Echosounder) uses a high frequency

and low frequency to discern the top of sediment from the bottom of sediment. Locations of sounding data will be recorded with a Leica GPS unit. Data will be collected along predetermined transects that run from shoreline to shoreline in a general east-west fashion at fifty (50) to one hundred (100) foot intervals.

Once all field work is complete, the sounder data will be edited with Hypack Max, a sounder software suite that enables the editing of the raw sounder data. It is here that the Rogers Surveying tide gauge file will be imported into the software and the raw sounding data will be converted into NAVD88 elevations. The raw data will also be checked for any apparent errors in the data, such as double reflections and/or aquatic vegetation interference. Once all raw data has been registered in NAVD88 elevations and edited for accuracy, the data will be exported from the Hypack Max software and into ArcGIS. Princeton Hydro will produce two (2) distinct maps for the Town; a water depth map and an unconsolidated sediment thickness map, as well as cross-section figures. The Town of Fairplay can then utilize these figures in any future plans for dredging exercises, of which Princeton Hydro can assist with a scope of work, as well as locating the grant funding necessary for such an operation. Funding sources may include federal, state, county and/or non-profit based sources.

**As outlined above the work proposed for 2024 by Princeton Hydro consists of:**

**Bathymetric Survey – Fairplay River Park**

**\$8,175.00**

The above scope of work is for a total project cost of \$8,175.00. The Town will be billed monthly, with each invoice reflecting the level of work conducted during that month. If this price is acceptable to you, please let me know and the appropriate contractual paperwork will be sent to your attention.

Thank you for the opportunity to help you meet your ecological goals. We look forward to working with the Town of Fairplay on this bathymetric survey project. If you have any questions or require additional information to facilitate your review of our proposed scope of services and costs, please contact me directly at [cmiko@princetonhydro.com](mailto:cmiko@princetonhydro.com) or 908-237-5660/908-507-3999.

Sincerely,



Chris L. Mikolajczyk, CLM  
Senior Manager - Aquatics  
Princeton Hydro, LLC

cc: JP Bell, Princeton Hydro  
G. Goll, P.E., Princeton Hydro





## PRINCETON HYDRO

### 2024 GOVERNMENT & NGO RATE SCHEDULE

#### HOURLY BILLABLE RATES FOR PRINCETON HYDRO PERSONNEL AND BASIS FOR BILLING OF DIRECT CHARGES

<u>JOB GRADE</u>	<u>HOURLY BILLABLE RATE (\$)</u>
Principal	295
COO	266
Associate	238
Director	213
Senior Project Manager	205
Engineer III	175
Engineer II	159
Engineer I	144
Staff Engineer III	132
Staff Engineer II	126
Staff Engineer I	111
Environmental Scientist III	179
Environmental Scientist II	149
Environmental Scientist I	135
Staff Scientist III	132
Staff Scientist II	112
Staff Scientist I	96
Landscape Architect	160
Landscape Designer III	131
Landscape Designer II	117
Landscape Designer I	103
Field Technician III	150
Field Technician II	126
Field Technician I	100
Marketing III	185
Marketing II	140
Marketing I	95
Business Administrator	126
Administrator III	108
Administrator II	95
Administrator I	81
Intern	75

#### **NOTES:**

- Labor is billed in increments of 0.10 hours; any portion thereof shall be considered as 0.10 hours.
- For work performed off premises, labor hours are billed as time of departure – time of arrival from the office of Princeton Hydro.

#### **DIRECT CHARGES:**

**Disbursements:** All appropriate direct charges, authorized lodging and meals, travel, field supplies, expendables, telecommunications, computer, GPS/GIS equipment, plan reproduction, and report production will be marked up by 10% to cover administrative and handling expenses.

#### **Internal Charges:**

		<u>B/W</u>	<u>Color</u>
Photocopies	Letter	\$0.13 per page	\$0.53 per page
	Legal	\$0.27 per page	\$0.80 per page
	Tabloid	\$0.80 per page	\$1.59 per page
Plan Plotting	24" x 36"	\$5.30 per page	\$10.60 per page
	20" x 42"	\$7.70 per page	\$15.40 per page
Truck Use		\$138.00 per day	
Auto Use		\$0.655 per mile (per current IRS guidelines)	

**The information contained within this document is the property of Princeton Hydro and is considered company proprietary information. Disclosure of the information without the express written consent of Princeton Hydro is prohibited.**

**EXHIBIT B**

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**EXHIBIT C**

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## Town of Fairplay – Impact Fee Proposal

**TO:** Town of Fairplay  
**FROM:** Deron Dircksen, PE  
**DATE:** January 18, 2024  
**SUBJECT:** Impact Fee Proposal – Board Memo

Dear Board:

SGM provided a proposal (attached) to the Town for Impact Fees breaking them out into two:

1. Town's Services
  - a. Police
  - b. Municipal Facilities
  - c. Storm Drainage
  - d. Streets
  - e. Parks
2. School

The reason for the separation is that the Town's Services Impact Fees will be coordinated with town staff, the population projection analysis will be the same for all five Town Services, and I have knowledge of these services/infrastructure. For example, the town completed a Street and Drainage Master Plan in 2001 which will be tool in evaluating past and future projects. Also, SGM gathered some storm drain information while on-site completing the water and sanitary sewer GIS inventory.

The School Impact Fee has been separated out since it involves school staff, population projection will be a separate analysis since it is district wide, and I am unfamiliar with their services/infrastructure.

One service that SGM provides is rate studies for water and sanitary sewer which include monthly rates, plant investment fees, etc. SGM most recently completed Buffalo Mountain Metro District (Silverthorne) water and sanitary sewer rates in September 2002. I was the project manager for the entire asset management project for BMMD and my coworker was the engineer of record for the water and sewer rate study. In my career, I have also worked on Town of Eagle water rate study, pavement management studies, storm drainage fees, etc. which included budgeting for short term and long-term projects. I have also completed population projection analysis. Although Impact Fees are new to me and SGM, they are very similar to rate studies, and I am confident we can provide the town with a quality report/recommendation since we know the town and we can provide better infrastructure costs which is a main input into the analysis.

Sincerely,  
**SGM**

A handwritten signature in black ink that reads "Deron Dircksen".

Deron Dircksen, P.E.  
*Senior Engineer 1*

December 21, 2023

Janell Sciacca  
Town Administrator / Town Clerk  
Town of Fairplay  
901 Main Street, PO Box 267  
Fairplay, Colorado 80440  
jsciacca@fairplayco.us

**RE:** Town of Fairplay Development Impact Fees: Proposal

Dear Janell:

SGM is pleased to submit this proposal to the Town to create the Police, Municipal Facilities, Storm Drainage, Streets, Parks, and Schools Development Impact Fees.

SGM has broken out the Development Impact Fees between **Town services** and **Others service**.

## Project Understanding

SGM will work with the Town (and Others) to create the following development impact fees to ensure a fair and reasonable fee structure, while meeting the requirements of Colorado Revised Statutes (CRS 29-20-104.5).

The Development Impact Fee for Town services include:

- Police
- Municipal Facilities
- Storm Drainage
- Streets
- Parks

Since the Park County School District is a combination of local governments (Town of Fairplay, Park County, and other Municipalities), SGM will work with the Town and Others to create the Development Impact Fee for:

- Schools

The resulting fees will fund new development's share of planned facilities, while not overburdening development with unnecessary costs.

## Project Objectives

The objective of this project is to prepare development impact fees pursuant to Colorado State law. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards.
- Review and update facility standards, capital facilities plans and costs, and development and growth assumptions.

- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results.

## Summary of Approach

SGM's methodology for calculating development impact fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law (for example *Krupp vs Breckenridge*) suggests that a range of approaches are technically defensible.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in a development impact fee study include:

**Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities.

**Identify facility standards:** Determine the facility standards used for the plan for new and expanded facilities.

**Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and

**Calculate Fee Schedule:** Allocate facilities per unit of new development to calculate the development impact fee schedule.

## Phase 1 Project Management and Meetings

SGM anticipates two full days with the Town to meet and review existing facilities, plans, reports, budgets, future projects, etc. The first day is anticipated to be Police and Municipal Facilities. The second day is anticipated to be Storm Drainage, Streets, and Parks. SGM will review town documents related to existing capital planning policies and funding programs including existing development impact fees. This Phase also includes internal coordination, meetings, and monthly reports.

SGM also anticipates one full day with the Others to meet and review existing facilities, plans, reports, budgets, future projects, etc. for the School.

## Phase 2 Methodologies

SGM will work with the Town (and Others) on the methodologies used to establish impact fees. This includes:

- List of Best in Practice Methodologies: presentation of the different methodologies that can be used to establish Impact Fees.
- Methodology Recommendation: Recommendation to Town Staff and Others on the methodology approach for each type of Impact Fee.
- Methodology Selection: Staff selects methodology for each type of Impact Fee.

### Phase 3 Identification, Collection, and Analysis of Data

SGM will receive the requested information from Town and Others and analyze the data. SGM will review Level of Service, review existing master plans, review capital needs over the short term (1-5 years) and long-term (6-20 years), and review local and regional growth patterns (SGM will add analytical review of Town's projections.)

### Phase 4 Development of Fee / Rate Model(s) Fee Survey

SGM will research other local governments in the region to determine their fees and methodologies and provide a report to the Town for the town services and a report for Others for the School.

### Phase 5 Fee Recommendation Report

This is the main report SGM will create. SGM will create a report to the Town for the town services and a report for Others for the School. It will identify all levels of fees for short-term (1-5 years) and long-term (6-20 years) timeframes. This report will include comparisons with other local governmental bodies that were researched in Phase 4. SGM will recommend fee policies for future implementation.

### Phase 6 Discussion of Fee Recommendation

Meeting with Town and Others' Staff and Elected Officials to discuss the fee recommendations.

### Phase 7 Completion of Final Report

After recommendations are discussed between Town and Others' Staff and Consultant, SGM will issue a final report on the town services and a report for Others for the School.

### Phase 8 Fee Recommendation to Board

SGM will draft a Board Memo and provide a presentation to the Town Board for the Town Services and draft a Board Memo and provide a presentation to Others for the School.

### Deliverables:

Deliverables to Town:

- Development of Fee / Rate Model(s) Fee Survey
- Fee Recommendation Report
- Final Report
- Board Memo & Presentation

Deliverables to Others:

- Development of Fee / Rate Model(s) Fee Survey
- Fee Recommendation Report
- Final Report
- Board Memo & Presentation

## Proposed Schedule

SGM will begin work immediately upon Notice-to-Proceed. The anticipated timeframe for completing this work is approximately six months. Town Staff and Others participation, responsiveness, etc. will be key to keeping on budget and on schedule.

## Proposed Fee

A breakdown of our proposed fee to complete the Development Impact Fee for Town Services project as currently scoped is provided in **Table 1**. A breakdown of our proposed fee to complete the Development Impact Fee for the School project as currently scoped is provided in **Table 2**. SGM will work on a time-and-materials basis with fees estimated at **\$58,547** and **\$28,546**. We will be sure to bring to your attention any scope/fee changes we believe to be necessary for the benefit of the project in advance of moving forward whenever possible. The 2023 Fee Schedule is attached for your reference. SGM revisits fees on an annual basis.

Table 1: Development Impact Fees for Town services

Phase 01	Project Management and Meetings	\$ 7,666
Phase 02	Methodologies	\$ 10,538
Phase 03	Identification, Collection, and Analysis of Data	\$ 7,600
Phase 04	Development of Fee / Rate Model(s) Fee Survey	\$ 8,292
Phase 05	Fee Recommendation Report	\$ 16,372
Phase 06	Discussion of Fee Recommendations	\$ 1,520
Phase 07	Completion of Final Report	\$ 3,106
Phase 08	Fee Recommendation to Board	\$ 3,453
<b>Total</b>	<b>Phase 01 through Phase 08</b>	<b>\$ 58,547</b>

Table 2: Development Impact Fee for School

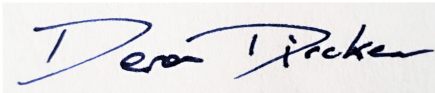
Phase 01	Project Management and Meetings	\$ 5,163
Phase 02	Methodologies	\$ 2,799
Phase 03	Identification, Collection, and Analysis of Data	\$ 3,800
Phase 04	Development of Fee / Rate Model(s) Fee Survey	\$ 3,386
Phase 05	Fee Recommendation Report	\$ 8,772
Phase 06	Discussion of Fee Recommendations	\$ 760
Phase 07	Completion of Final Report	\$ 1,933
Phase 08	Fee Recommendation to Board	\$ 1,933
<b>Total</b>	<b>Phase 01 through Phase 08</b>	<b>\$ 28,546</b>



On behalf of the SGM team, I would again like to thank you for the opportunity to submit this proposal.

Sincerely,

**SGM**

A handwritten signature in blue ink that reads "Deron Dirksen". The signature is written in a cursive style with a large, stylized 'D'.

Deron Dirksen, PE

*Senior Engineer I*



## Town of Fairplay – Burro Park

**TO:** Town of Fairplay  
**FROM:** Deron Dircksen, PE  
**DATE:** January 18, 2024  
**SUBJECT:** Burro Park – Board Memo

Dear Board:

### Notable work completed and milestones met include:

- Survey done.
- SGM created some preliminary plans. (See attached.)
- Looked into adjacent property lines/ownership on the north.

### In the near future, SGM will:

- Need direction from Board/Staff.

### SGM's engineering services project budget is currently on-track.

- Job to Date: \$11,245
- Contract: \$24,220 (Time and Materials)

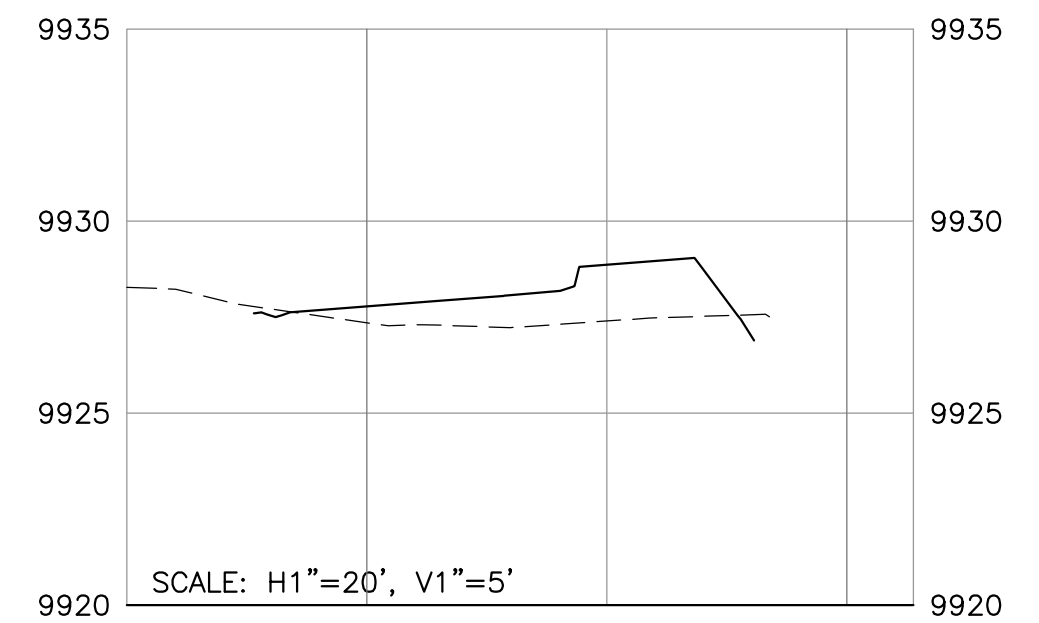
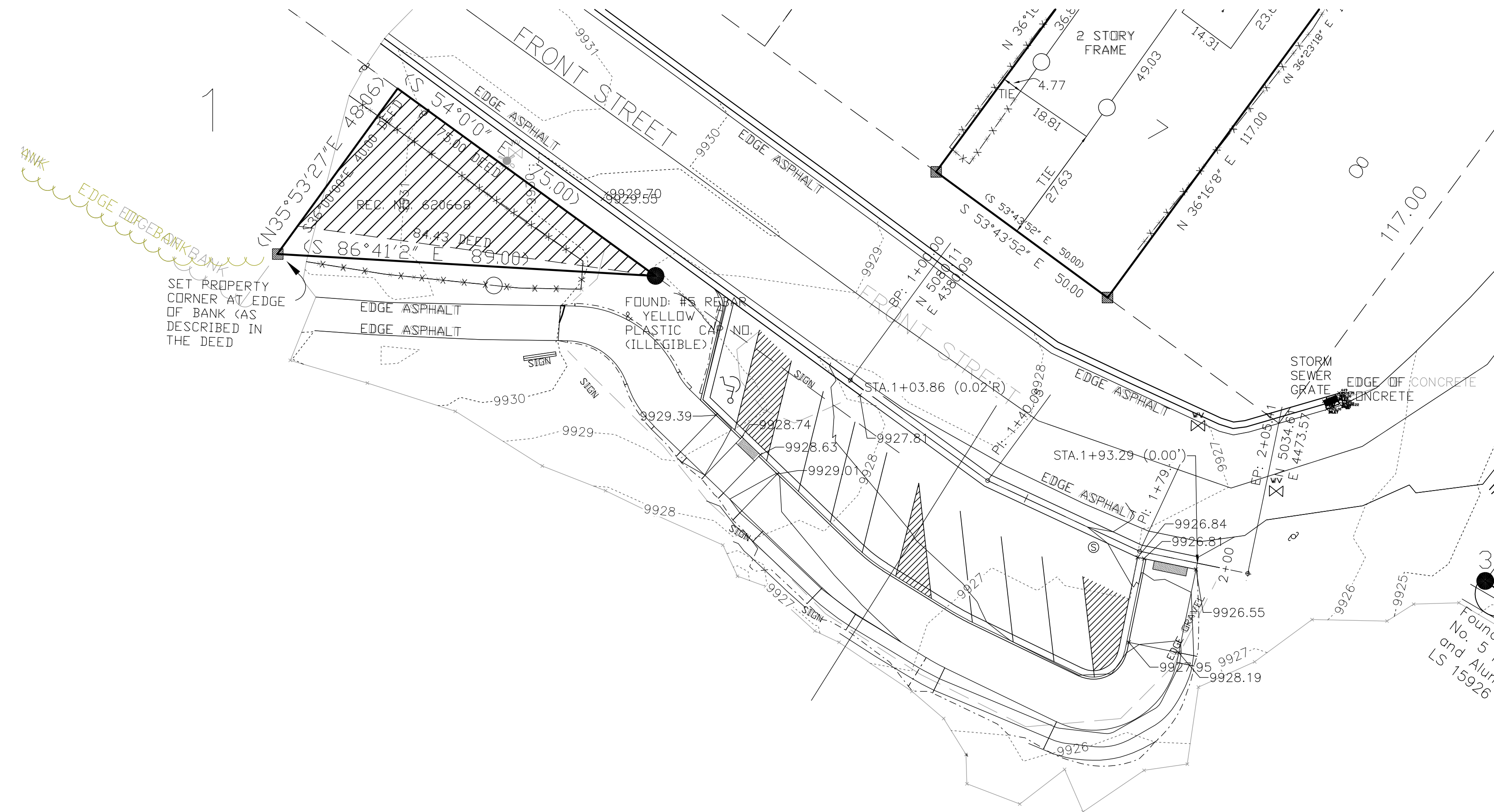
### Questions/Input:

Sincerely,  
**SGM**

A handwritten signature in black ink that reads "Deron Dircksen". The signature is written in a cursive style and is placed on a light gray rectangular background.

Deron Dircksen, P.E.  
*Senior Engineer 1*







## Town of Fairplay – Hathaway Street Water Main Replacement

**TO:** Town of Fairplay  
**FROM:** Deron Dircksen, PE  
**DATE:** January 18, 2024  
**SUBJECT:** Hathaway Street Water Main Replacement – Board Memo

Dear Board:

### Notable work completed and milestones met include:

- Survey done.
- Subsurface Utility Engineering done.
- Civil Engineering design done.
- Construction Drawings [HathawayStreetSheetSet\\_240111.pdf](#)

### In the near future, SGM will:

- Continue coordination with CDOT Housing for water tie-ins.
- Bid package: Should be completed soon. **Goal 1/26/24**

### SGM's engineering services project budget is currently on-track.

- Job to Date: \$31,905
- Contract: \$32,814 (Time and Materials)

SGM has absorbed additional scope and is still on budget. Additional scope included:

- Hydraulic Modeling & Mapping: \$3,825

### Questions/Input:

Sincerely,  
**SGM**

A handwritten signature in black ink that reads "Deron Dircksen". The signature is written in a cursive style and is placed on a light gray rectangular background.

Deron Dircksen, P.E.  
*Senior Engineer 1*

# CURRICULUM

## PHYSICAL PLANNING COURSES

Planning Workshop (URPL 5060) and Planning Project Studio (URPL 6000) are the two physical planning courses. These courses are a key part of the hands-on, real-world focus of the MURP program. This section provides more details on these unique core courses.

### PLANNING WORKSHOP

Planning Workshop is the introductory physical planning course offered each spring that allows you to use your previously acquired planning knowledge and skills in a hands-on collaborative setting to learn the long-range planning process and the fundamentals of physical planning and design.

You will learn the basics of creating a long-range plan through a sequence of exercises mirroring the stages in the planning process, beginning with an assessment of an area's existing conditions and characteristics through site visits and field work and by gathering and analyzing land use, transportation, environmental, economic, and demographic data, maps, plans, and reports. With this information, you will learn how to evaluate an area's strengths, weaknesses, opportunities, and constraints in order to formulate a vision and primary goals for the area. This leads to the concept planning stage, where you will engage in the iterative process of developing concept plans and physical interventions to implement the vision and goals, and hone your skills in communicating your plans through various media and graphical techniques.

You will also develop critical physical planning and design skills through exercises that focus on place analysis (qualitative and quantitative place elements and placemaking principles), master planning (neighborhood/district urban form elements, characteristics, and layouts), and site planning (development programs, site elements and attributes, and spatial allocations and configurations). You will learn how to produce these physical plans and designs at different geographic scales, using various illustrative techniques and conventions, with both manual and digital tools.

Throughout these exercises, you will also experience how zoning and other development and design regulations inform and constrain your plans and designs, providing you with a realistic understanding of, and practice with, physical planning and site design in various urban and suburban contexts.

### PLANNING PROJECT STUDIO

Planning Project Studio is the MURP program's advanced studio course. This studio requires you and your classmates to work together as a "planning consultant team" to complete a single planning project or study from beginning to end for a real-world client. It is expected that you will have already gained the core planning knowledge, skills, and values from your experience in Planning Workshop and other MURP courses to be successful in this studio. Consequently, the emphasis in Planning Project Studio is on putting everything together to complete a substantial deliverable for the client.

The studio will emulate the typical planning consultant/client experience, including: refining the project scope and schedule with the client; establishing guiding principles and expected outcomes; conducting case studies and existing plans background research; gathering and analyzing existing conditions data and performing a SWOC assessment; formulating alternative plan concepts; identifying and refining the preferred alternative; and preparing and presenting the final plan. Emphasis is also placed on professionalism, project management, team-building and collaboration, public engagement, and other aspects of the real-world planning consultant realm.

At least three sections of Planning Project Studio are offered each academic year: one (sometimes two) Study Abroad sections during the summer that travel to international locations (recent Study Abroad studios have gone to Greece, Turkey, and Spain); one section during the summer that is anchored partly in Denver and partly in a mountain or rural community (recent Colorado studios have gone to Dillon, Leadville, and Chaffee County), and at least one section during the fall that focuses on an urban issue in the Denver area (recent local studios have studied the 5280 Trail and the Auraria Campus's proposed Innovation District). These options provide you with the opportunity to enroll in a Planning Project Studio section that is aligned with your interests and schedule. However, as each studio section is limited in size, there is no guarantee you will be able to enroll in your preferred section. A balloting process will be used when necessary.



**WASTEWATER PLANT MONTHLY SUMMARY**  
**PLANT PERFORMANCE**

**October 2023**

INFLUENT MONTHLY FLOW (MG) 2.78  
PEAK DAILY FLOW (MG) 0.202  
AVERAGE DAILY FLOW (MG) 0.089

**BOD:** EFFLUENT LIMIT: MONTHLY 30MG/L AVERAGE: PEAK 45MG/L 7-DAY AVERAGE

INFLUENT (mg/l)	372	EFFLUENT (mg/l)	19	%REDUCTION	94.9%
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**SUSPENDED SOLIDS:** EFFLUENT LIMIT: MONTHLY 30 MG/L AVERAGE: PEAK 45 MG/L 7-DAY AVERAGE

INFLUENT (mg/l)	253	EFFLUENT (mg/l)	10	%REDUCTION	96.0%
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**PHOSPHOROUS:** PROJECTED 2035 LIMIT 3.66MG/L

INFLUENT (mg/l)	9.03	EFFLUENT (mg/l)	2.33	%REDUCTION	74.2%
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**AMMONIA :** MONTHLY LIMIT 28.5 mg/l

INFLUENT (mg/l)	46.79	EFFLUENT (mg/l)	0.16	%REDUCTION	99.7%
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**TOTAL INORGANIC NITROGEN:** PROJECTED 2035 LIMIT 38 MG/L

INFLUENT (mg/l)	46.79	EFFLUENT (mg/l)	12.39	%REDUCTION	73.5%
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**E-COLI: EFFLUENT LIMIT :** 1,920 MPN AVERAGE PER MONTH: PEAK 7 DAY AVERAGE 3,840 MPN

EFFLUENT (MPN)	0
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**November 2023**

INFLUENT MONTHLY FLOW (MG) 2.85  
PEAK DAILY FLOW (MG) 0.18  
AVERAGE DAILY FLOW (MG) 0.095

**BOD:** EFFLUENT LIMIT: MONTHLY 30MG/L AVERAGE: PEAK 45MG/L 7-DAY AVERAGE

INFLUENT (mg/l)	465	EFFLUENT (mg/l)	2	%REDUCTION	99.6%
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**SUSPENDED SOLIDS:** EFFLUENT LIMIT: MONTHLY 30 MG/L AVERAGE: PEAK 45 MG/L 7-DAY AVERAGE

INFLUENT (mg/l)	242	EFFLUENT (mg/l)	0	%REDUCTION	100.0%
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**PHOSPHOROUS:** PROJECTED 2035 LIMIT 3.66MG/L

INFLUENT (mg/l)	7.81	EFFLUENT (mg/l)	0.41	%REDUCTION	94.8%
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**AMMONIA :** MONTHLY LIMIT (1)MONTH 32 MG/L

INFLUENT (mg/l)	41.4	EFFLUENT (mg/l)	0.04	%REDUCTION	99.9%
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**TOTAL INORGANIC NITROGEN:** PROJECTED 2035 LIMIT 38 MG/L

INFLUENT (mg/l)	41.4	EFFLUENT (mg/l)	8.99	%REDUCTION	78.3%
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**E-COLI: EFFLUENT LIMIT :** 1,920 MPN AVERAGE PER MONTH: PEAK 7 DAY AVERAGE 3,840 MPN

EFFLUENT (MPN)	1
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**December 2023**

INFLUENT MONTHLY FLOW (MG) 2.43  
PEAK DAILY FLOW (MG) 0.171  
AVERAGE DAILY FLOW (MG) 0.095

**BOD:** EFFLUENT LIMIT: MONTHLY 30MG/L AVERAGE: PEAK 45MG/L 7-DAY AVERAGE

INFLUENT (mg/l)	465	EFFLUENT (mg/l)	9	%REDUCTION	98.1%
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**SUSPENDED SOLIDS:** EFFLUENT LIMIT: MONTHLY 30 MG/L AVERAGE: PEAK 45 MG/L 7-DAY AVERAGE

INFLUENT (mg/l)	224	EFFLUENT (mg/l)	5	%REDUCTION	97.8%
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**PHOSPHOROUS:** PROJECTED 2035 LIMIT 3.66MG/L

INFLUENT (mg/l)	7.32	EFFLUENT (mg/l)	1.99	%REDUCTION	72.8%
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**AMMONIA :** MONTHLY LIMIT (1)MONTH 32 MG/L

INFLUENT (mg/l)	38.6	EFFLUENT (mg/l)	0.05	%REDUCTION	99.9%
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**TOTAL INORGANIC NITROGEN:** PROJECTED 2035 LIMIT 38 MG/L

INFLUENT (mg/l)	38.6	EFFLUENT (mg/l)	9.93	%REDUCTION	74.3%
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**E-COLI: EFFLUENT LIMIT :** 1,920 MPN AVERAGE PER MONTH: PEAK 7 DAY AVERAGE 3,840 MPN

EFFLUENT (MPN)	0
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**Wastewater Plant Operations Quarterly Report January 2024**

The plant has been running well. We have all blowers up and running, having reinstalled the #1 blower motor in December. In mid December we noticed a sharp decrease in wastewater coming from the lift station. The station is operating ok, but the pumping times are 1/3 of what they normally ran. the total influent to the plant is also down approx 25k gal/day. Inspections of manholes didn't reveal any plugs and flushing came though as expected. we also notice a significant reduction of Phos through the plant for a couple of weeks, ~95% reduction vs the 50% , but it seems to returning to typical removal. Triangle Electric pulled new wire for Blower #2, but was not able to pull new wire for Blower#1 without removing part of the drive and MCC cabinet. We put that off for another day. Rebuild parts for the WAS pump are here and will be rebuilding that this month as well as semi annual maintenance on pumps, motors, etc..