

1. Meeting Materials

Documents:

[DECEMBER_2_2024_PACKET.PDF](#)
[DECEMBER_2_2024_AGENDA.PDF](#)



AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, December 2, 2024, at 6:00 P.M. in the
Fairplay Town Hall Board Room, 901 Main St, Fairplay, CO
[Join the TEAMS Meeting](#) (Meeting ID: 235 582 912 177 / Passcode: 5Rs9GA7x)

5:00 PM WORK SESSION – 2024 AMENDED AND 2025 PROPOSED BUDGET.

(Work Sessions are not Broadcast or Recorded)

- I. 6:00 PM CALL TO ORDER, ROLL CALL & PLEDGE OF ALLEGIANCE**
- II. APPROVAL OF AGENDA**
- III. 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 EXPENDITURES** – Paid bills for all Town funds from November 15, 2024, through November 26, 2024, in the amount of **\$29,340.56.**
- IV. 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.*
- V. PROCLAMATIONS, PRESENTATIONS & UPDATES**
 - A.** Engagement and acknowledgement of local business owners.
- VI. PUBLIC HEARINGS**
 - A. CONTINUED FROM NOVEMBER 18, 2024 – THIRD READING – 2024FY Amended Budget and 2025FY Proposed Budget for all Funds of the Town of Fairplay, Colorado.** *The Board will conduct the 3rd Public Hearing on the proposed 2024 Amended Budget and the proposed 2025 Budget.*
 - B. FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Ordinance No. 9, Series of 2024, entitled “**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AMENDING CHAPTER 8 OF THE MUNICIPAL CODE OF THE TOWN OF FAIRPLAY TO ESTABLISH AUTOMATED VEHICLE IDENTIFICATION SYSTEM CORRIDORS TO PROMOTE TRAFFIC SAFETY.**”? *The Board will consider an Ordinance establishing Automated Vehicle Identification System corridors (photo radar) on CO9 and US285.*
- VII. NEW BUSINESS**
 - A. FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 43, Series of 2024, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING AN AGREEMENT WITH EMERGENT ENFORCEMENT SOLUTIONS, LLC FOR AUTOMATED TRAFFIC ENFORCEMENT SYSTEMS AND SERVICES.**” *The Board will consider a recommendation from Staff to award a proposal for legal counsel services and appoint a new Town Attorney.*
- VIII. STAFF AND BOARD OF TRUSTEE REPORTS**
 - A.** Continued budget discussions. (If necessary)
- IX. ADJOURNMENT.**

Upcoming Meetings / Important Dates

A Real Colorado Christmas Celebration & Festival of Trees	December 7, 2024
Holiday Bazaar & Chili Cook-Off	December 7, 2024
Board of Trustees Regular Meeting	December 16, 2024
Christmas Eve and Christmas Day Holiday (Town Offices Closed)	December 24-25, 2024
New Year’s Holiday (Town Offices Closed)	January 1, 2025
Board of Trustees Regular Meeting	January 6, 2025
Board of Trustees Regular Meeting	January 20, 2025

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Multiple	20747	Crimestar	Annual System Support	1	10/14/2024	.00	105465
Total 628:						.00	
Multiple	20754	O'Rourke Media Group, LL	Melo Rezone - Public Notic	1	10/31/2024	.00	106125
11/26/2024	20794		legal notices - Ord & Budg	1	11/15/2024	65.53	106125
11/26/2024	20794		Winter in the Park Add	2	11/15/2024	345.00	105130
Total 868:						410.53	
Multiple	20749	Ferrellgas	propane - water plant	1	11/06/2024	.00	517495
Total 916:						.00	
11/26/2024	20801	Xcel Energy	945 Quarry Rd	1	11/13/2024	18.56	517490
11/26/2024	20801		901 Main Street - Town Hal	1	11/18/2024	237.02	105023
11/26/2024	20801		1800 Beaver Creek Rd	1	11/18/2024	646.35	517495
11/26/2024	20801		747 Bogue	1	11/18/2024	17.06	105841
11/26/2024	20801		Street Lights and Sign	1	11/18/2024	13.05	105640
11/26/2024	20801		501 Main Street	1	11/18/2024	862.58	105195
11/26/2024	20801		Street Lights and Sign	1	11/18/2024	33.21	105640
11/26/2024	20801		fairplay Chlorinator	1	11/19/2024	110.09	517470
11/26/2024	20801		117 Silverheels	1	11/20/2024	13.05	105841
Total 2296:						1,950.97	
11/26/2024	20789	Family Support Registry	14882492	1	11/26/2024	210.00	102265
11/26/2024	20789		15890460	2	11/26/2024	285.69	102265
Total 2456:						495.69	
11/26/2024	20785	CenturyLink	Water Plant	1	11/19/2024	77.69	517226
Total 2614:						77.69	
Multiple	20746	Colorado Natural Gas, Inc.	WWTP	1	11/04/2024	.00	517680
Multiple	20746		PW office	1	11/04/2024	.00	105650
Multiple	20746		PW shop	1	11/04/2024	.00	105650
Multiple	20746		901 Main Street	1	11/04/2024	.00	105023
Multiple	20746		501 Main Street	1	11/04/2024	.00	105120
Total 2728:						.00	
11/26/2024	20799	Triangle Electric, Inc.	blower repair	1	11/15/2024	735.00	517655
11/26/2024	20799		blower repair	1	11/15/2024	575.00	517655
Total 2876:						1,310.00	
Multiple	20756	Pavement Maintenance Se	Asphalt Patching 4th & 6th	1	10/29/2024	.00	105670
Total 2897:						.00	
Multiple	Multiple	Tracy Loughlin	Burro Race Long 3rd	1	07/28/2024	500.00	104756

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2925:						500.00	
Multiple	Multiple	Hal Walter	burro Race Short 6th	1	07/28/2024	100.00	104756
Total 2926:						100.00	
11/26/2024	20800	United Healthcare	Employee LTD/STD	1	11/09/2024	847.35	105013
Total 2978:						847.35	
Multiple	Multiple	Bob Sweeney	Burro Race Long 2nd	1	07/28/2024	800.00	104756
Total 3034:						800.00	
Multiple	Multiple	Denise Klinger	Guess Winning Time Burro	1	07/28/2024	500.00	104756
Total 3038:						500.00	
Multiple	20752	Lexipol, LLC	Lexipro Memebership	1	11/06/2024	.00	105465
Total 3096:						.00	
Multiple	20751	Hunn Planning & Policy, LL	General Planning svcs Se	1	10/07/2024	.00	105105
Multiple	20751		Bill Back - Melo, Beck & St	2	10/07/2024	.00	105107
Multiple	20751		General Planning svcs Oct	1	10/31/2024	.00	105105
Multiple	20751		Bill Back - SPHSD, Beck	2	10/31/2024	.00	105105
Total 3183:						.00	
Multiple	Multiple	Joe Polonsky	Burro Race Short 2nd	1	07/28/2024	350.00	104756
Total 3224:						350.00	
Multiple	Multiple	Roger Pedretti	Burro Race Long 5th	1	07/28/2024	200.00	104756
Total 3227:						200.00	
11/26/2024	20798	SGM	GIS Annexation Maps	1	11/15/2024	3,102.00	105655
11/26/2024	20798		general engineering	1	11/22/2024	1,470.00	105105
11/26/2024	20798		Eng. Fees Stone Creek Bill	1	11/22/2024	420.00	105107
11/26/2024	20798		Water Model Eng. Services	1	11/14/2024	1,080.25	517432
11/26/2024	20798		Engineering Fees - Finley	1	11/22/2024	1,312.50	105107
11/26/2024	20798		river park project Eng. Fee	1	11/22/2024	2,247.50	105886
Total 3272:						9,632.25	
Multiple	20748	Ernst, Sarah	Ernst - Wellness Reimburs	1	11/05/2024	.00	105010
Multiple	20748		cell phone reimburse	1	11/06/2024	.00	105065
Total 3313:						.00	
Multiple	Multiple	Marvin Sandoval	Burro Days Long Race 1st	1	07/28/2024	1,000.00	104756
Total 3338:						1,000.00	
Multiple	Multiple	David Carner	Burro Race Short 8th	1	07/28/2024	50.00	104756

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3342:						50.00	
Multiple	Multiple	Roland Brodeur	Burro Race Short 7th	1	07/28/2024	75.00	104756
Total 3343:						75.00	
Multiple	20753	Mountain Essentials	estip 3rd quarter 2024 Mtn	1	11/06/2024	.00	105076
Total 3370:						.00	
Multiple	20757	Phoenix Technology Group	Desktop - UPS Waste Wat	1	10/30/2024	.00	517625
11/26/2024	20795		Managed IT Services Dec	1	11/26/2024	1,405.54	105060
11/26/2024	20795		Managed IT Services Dec	2	11/26/2024	1,405.54	517206
11/26/2024	20795		Managed IT Services Dec	1	11/26/2024	724.21	105465
11/26/2024	20795		Phone Computer Managed	2	11/26/2024	724.21	105645
Total 3580:						4,259.50	
11/26/2024	20796	Sciacca, Janell	Board Meeting Water	1	10/21/2024	4.50	105027
11/26/2024	20796		Wreaths for Town Hall and	1	11/19/2024	150.00	105174
11/26/2024	20796		Gold Panning Coins - New	1	11/06/2024	192.32	105110
Total 3583:						346.82	
Multiple	Multiple	Jon Roberts	Burro race Short 3rd	1	07/28/2024	250.00	104756
Total 3635:						250.00	
11/21/2024	24066	Alexis Knight	Burro Rance Long 4th Plac	1	07/28/2024	300.00	105162
Multiple	Multiple		Burro Race Long 4th	1	07/28/2024	300.00	104756
Total 3640:						600.00	
Multiple	20755	Otto's	Estip 3rd Quarter 2024 Ott	1	11/06/2024	.00	105076
Total 3651:						.00	
11/26/2024	20786	Curiosity Clubhouse LLC	Real Colorado Christmas K	1	11/23/2024	325.00	105174
Total 3667:						325.00	
11/26/2024	20784	AT&T Corp	Telephone - Police	1	11/07/2024	215.73	105455
11/26/2024	20784		Telephone/Internet	2	11/07/2024	42.54	105065
11/26/2024	20784		Telephone/Computer	3	11/07/2024	42.54	105645
11/26/2024	20784		Phone - Marketing	4	11/07/2024	3.04	105130
Total 3690:						303.85	
11/26/2024	20790	Konica Minolta Premier Fin	town hall copier c360i	1	11/09/2024	198.54	105032
11/26/2024	20790		PW/Events	2	11/09/2024	202.27	105465
11/26/2024	20790		Police Department	3	11/09/2024	58.73	105465
Total 3700:						459.54	
Multiple	Multiple	Jeremiah Swartzlender	Burro Race Short 1st	1	07/28/2024	500.00	104756

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3741:						500.00	
11/26/2024	20787	Denver Electric Motor	Waste Water Plant Repairs	1	11/19/2024	1,125.00	517655
Total 3756:						1,125.00	
Multiple	20758	Plante Moran	Contract Accoutning Servic	1	11/01/2024	.00	105070
Total 3774:						.00	
11/26/2024	20791	MB Police Equipment-Prof	PD Uniform/Equipment	1	11/12/2024	988.62	105410
Total 3811:						988.62	
11/26/2024	20797	Scream Agency	Fall Festival	1	10/31/2024	343.75	105170
Total 3813:						343.75	
Multiple	20750	Highline	Internet 501 Main	1	11/01/2024	.00	105195
Total 3855:						.00	
11/26/2024	20793	My Buddy Plumbing and H	Heater Repair	1	11/14/2024	189.00	517465
Total 3871:						189.00	
11/26/2024	20792	Murphy, Tim	Wellness Reimbursement	1	11/19/2024	500.00	105010
Total 3872:						500.00	
Multiple	Multiple	Wayne Blom	Burro Race Short 4th	1	07/28/2024	200.00	104756
Total 3890:						200.00	
Multiple	Multiple	Harrison Walter	Burro Race Short 5th	1	07/28/2024	150.00	104756
Total 3891:						150.00	
11/26/2024	20788	DESHRYVER, JAMES	Wellness Reimbursement 2	1	11/15/2024	500.00	105010
Total 3892:						500.00	
Grand Totals:						29,340.56	

LEGISLATIVE HEARINGS (Policy issues such as ordinances changing the Code, Budget Hearings, etc)

1. Introduce the topic and announce that the Public Hearing is open at __ (time).
2. Ask for Staff presentation.
3. Ask for public comment in favor of and in opposition.
4. Close the hearing and ask for Board deliberation.

OR

5. Ask for Board discussion so Trustees can ask questions of Staff and suggest any changes.
6. If there are significant changes you may ask/allow for further public comment.
7. Following deliberation, ask for a motion to continue, approve or deny.



TO: Mayor Just & Board of Trustees
FROM: Janell Sciacca, Town Administrator / Interim Town Treasurer
AGENDA Initial Public Hearing on 2024 Amended and 2025 Proposed Budgets
ITEM: DATE: December 2, 2024

BACKGROUND AND OVERVIEW:

The initial 2024 Amended and the 2025 Proposed Budget for all funds of the Town of Fairplay were transmitted to the Board of Trustees, and made available to the public, on October 15, 2024 as required by law.

November 4, 2024 was the initial/first Public Hearing on these documents. An additional hearing was held on November 18 and this is the 3rd, and would typically be the 3rd and final hearing. However, due to ongoing reconciliation by Plante Moran, we are asking that the Board conduct the December 2 hearing and continue it to December 16, where we anticipate being able to adopt all resolutions and approve the associated mill levy.

For this hearing I have attached a couple more informational items including a condensed financial which allows one to more easily compare the revenue and expense totals from year to year. I also attached multiple charts showing the percentages of each category for Revenues and Expenses and one chart showing how Salaries breakdown between Departments.

PROPOSED ACTION:

Open the Public Hearing, allow for public input, ask questions of Staff and then continue the Hearing until the next regularly scheduled meeting on December 16, 2024 at 6 PM.

GENERAL FUND BUDGET							
Account #	Account Description	2022 Audited Final	2023 Audited Final (PM to Verify Audit Updates)	2024 Budgeted	YTD 11/28/2024** Reconciliation Ongoing	2024 Amended	2025 Proposed
GENERAL FUND - REVENUE	BEGINNING FUND BALANCE	\$ 2,056,902	\$ 3,101,288	\$ 3,790,633	\$ 3,989,003	\$ 3,989,003	\$ 3,989,003
	TAXES						
10-40-05	AD VALOREM TAX (Current Taxes)	234,253	236,521	235,000	326,791	340,000	300,000
10-40-10	SPEC. OWNERSHIP TAX (SO Taxes)	28,860	28,947	27,000	19,327	20,000	20,000
10-40-30	INTEREST ON PROPERTY TAX (Interest)	737	882	600	679	750	500
10-40-40	DELINQUENT TAXES	300	0	0	0	0	0
10-40-55	50% SHAREBACK OF R&B LEVY	8,125	6,986	9,000	4,583	5,000	8,000
10-40-60	MOTOR VEHICLE REGISTRATION (Dis Lic Fees)	4,199	3,888	4,000	2,641	3,000	2,000
10-40-70	SALES TAX (.75)	1,566,501	1,596,916	1,500,000	1,420,012	1,570,012	1,500,000
10-40-75	SALES TAX - STREETS (.25)	522,167	532,305	500,000	473,252	500,000	500,000
10-40-80	HIGHWAY USER'S TAX	37,564	38,382	37,500	22,189	35,000	35,000
10-40-85	SEVERANCE TAX	11,678	13,919	500	13,819	14,000	15,000
10-40-86	MINERAL LEASE REVENUE	581	1,201	500	913	913	1,000
10-40-90	CIGARETTE TAX	3,434	4,504	2,500	1,933	2,250	2,000
10-40-96	LODGING TAX	52,596	48,875	60,000	39,380	45,000	40,000
	TOTAL	\$ 2,470,995	\$ 2,513,326	\$ 2,376,600	\$ 2,325,517	\$ 2,535,925	\$ 2,423,500
	LICENSES						
10-41-10	LIQUOR LICENSES	5,783	4,159	4,000	6,057	6,500	6,000
10-41-30	DOG LICENSES	98	130	200	80	80	100
10-41-32	LIVESTOCK PERMIT	75	25	50	0	0	50
10-41-34	COMMERCIAL FLY FISHING PERMIT	450	1,050	750	600	1,000	1,000
10-41-39	PLAN REVIEW FEE	0	9,407	10,500	0	0	0
10-41-40	*BUILDING PERMITS	14,567	29,190	30,000	4,142	4,500	5,000
10-41-41	* SURCHARGE: STREETS 5%	968	1,458	1,500	211	300	1,000
10-41-42	* SURCHARGE: PARKS & REC 5%	968	1,458	1,500	269	300	1,000
10-41-45	EZ BUILDINGS PERMITS	0	375	500	0	0	0
10-41-50	FRANCHISE TAX (Xcel 3% Fee) (CNG 5%)	74,719	84,998	70,000	70,925	72,500	72,500
10-41-60	GOLD PANNING PERMITS/DONATIONS	8,350	6,875	6,000	8,735	9,000	8,000
10-41-70	BUSINESS LICENSES	7,100	12,275	6,000	6,050	6,500	6,000
10-41-74	SHORT TERM RENTAL PERMIT	4,500	6,600	6,000	1,500	1,500	1,500
10-41-80	SIGN PERMITS	762	0	0	150	200	200
*10-41-90	* EXCAVATION PERMITS	539	0	0	0	0	0
*10-41-92	* MECHANICAL PERMIT/ELECTRICAL	983	0	0	1,189	1,250	1,000
*10-41-94	* STREET CUT	500	0	0	0	0	500
*10-41-96	* FENCE PERMIT	290	0	0	75	75	75
10-41-97	SPECIAL EVENTS PERMIT	1,780	1,210	1,500	634	700	500
*10-41-98	* RESIDE/REROOF PERMIT	3,900	-	-	275	275	275
	TOTAL	\$ 126,330	\$ 159,210	\$ 138,500	\$ 100,892	\$ 104,680	\$ 104,700
	FEES						
10-42-75	PLANNING & DEVELOPMENT FEES	2,575	2,010	3,000	4,517	4,517	4,000
10-42-80	PLASTIC BAG FEES	0	3,304	6,000	2,113	2,200	1,000
10-42-90	COPIES & FAXES	231	52	75	0	0	0
	IMPACT FEES - PUBLIC SAFETY						
	IMPACT FEES - STORM DRAINAGE & STREETS						
	IMPACT FEES - FACILITIES						
	IMPACT FEES - PARKS						
	TOTAL	\$ 2,806	\$ 5,366	\$ 9,075	\$ 6,630	\$ 6,717	\$ 5,000
	TRANSPORTATION						
10-43-05	RIDERSHIP REVENUE	0	0	0	0	0	0
10-43-10	GRANT REVENUE	0	0	100,120	0	0	100,120
10-43-90	MISCELLANEOUS REVENUE	0	-265	0	0	0	0
	TOTAL	\$ -	\$ (265)	\$ 100,120	\$ -	\$ -	\$ 100,120
	LAW ENFORCEMENT						
10-45-05	TRAFFIC FINES	7,630	7,225	9,000	16,873	17,500	20,000
10-45-10	SURCHARGE: POLICE TRAINING (\$15.00)	1,432	1,425	1,500	3,018	3,100	3,500
10-45-15	COURT COSTS \$31.00	310	434	400	309	400	300
10-45-20	DEFAULT/OJW FEES \$30.00	0	0	0	60	75	30
10-45-25	FUEL SURCHARGE (\$2.50)	0	0	0	0	0	500
10-45-30	OTHER FINES	100	260	400	140	175	200
10-45-35	FACILITIES SURCHARGE (\$7.50)	0	0	0	0	0	1,500
10-45-45	ALMA IGA	0	0	0	90,929	120,000	120,000
10-45-80	VIN INSPECTIONS	3,619	2,180	0	175	200	200
10-45-90	MISCELLANEOUS	11,267	3,931	1,000	2,574	3,000	1,000
10-45-95	GRANTS - EQUIPMENT	30,960	0	0	0	0	0
10-45-96	GRANTS - HVE	0	0	0	900	900	1,000
	TOTAL	\$ 55,318	\$ 15,455	\$ 12,300	\$ 114,979	\$ 145,350	\$ 148,230
	INTEREST						
10-46-05	INTEREST ON COLOTRUST	37,599	160,546	140,000	129,605	150,000	125,000
10-46-30	INTEREST ON CHECKING	381	394	350	272	340	250
	TOTAL	\$ 37,980	\$ 160,940	\$ 140,350	\$ 129,877	\$ 150,340	\$ 125,250

Account #	Account Description	2022 Audited Final	2023 Audited Final (PM to Verify Audit Updates)	2024 Budgeted	YTD 11/28/2024** Reconciliation Ongoing	2024 Amended	2025 Proposed
	EVENTS						
10-47-39	FOURTH OF JULY	5,697	7,006	7,000	11,181	13,000	10,000
10-47-50	TGIFAIRPLAY SUMMER CONCERTS	16,636	14,696	15,000	10,211	11,000	10,000
10-47-52	REAL COLORADO CHRISTMAS	0	-	500	0	500	500
10-47-56	BURRO DAYS	55,601	73,151	70,000	80,777	82,000	45,000
10-47-59	RETAIL SALES	2,284	1,159	2,000	670	800	2,500
10-47-65	MARDI GRAS	6,200	10,360	15,000	14,100	14,500	15,000
	FALL FESTIVAL			0	527	2,000	5,000
10-47-90	MISCELLANEOUS REVENUE-EVENTS	0	1,403	0	23,515	24,000	0
	TOTAL	\$ 86,418	\$ 107,775	\$ 109,500	\$ 140,981	\$ 147,800	\$ 88,000
	MISCELLANEOUS						
10-47-00	MISCELLANEOUS INCOME	15,109	48,982	10,000	17,007	10,000	10,000
10-47-10	CEMETERY	408	300	300	750	750	300
10-47-38	TOWN CLEAN UP DONATIONS	135	600	500	887	900	1,000
10-47-49	STREET LIGHTS	10,930	11,025	10,800	9,047	10,000	10,000
10-47-62	501 MAIN - RENT & UTILITY	1,513	1,170	1,500	1,200	2,108	2,000
10-47-63	UNIV OF DENVER EXEC ED						8,400
10-47-75	COMMERCIAL FISHING FEES	7,321	8,228	6,000	348	6,000	6,000
10-47-81	GRANT - COHEN PARK PLAYGROUND	92,739	0	0	0	0	0
10-47-82	CAMPING PERMITS/FACILITY USE	500	740	700	415	450	500
10-47-83	GRANT - FEDERAL		0	0	0	0	0
10-47-86	GRANT - 501 MAIN STREET		0	0	0	0	0
10-47-88	GRANT - RIVER PARK		0	750,000	1,000,000	200,000	800,000
10-47-91	TOWN HALL RENT REVENUE	12,397	12,397	12,397	12,397	12,397	12,397
	TOTAL	\$ 141,052	\$ 83,442	\$ 792,197	\$ 1,042,051	\$ 242,605	\$ 850,597
	TOTAL GENERAL FUND REVENUE	\$ 2,920,898	\$ 3,045,249	\$ 3,678,642	\$ 3,860,926	\$ 3,333,416	\$ 3,845,397
	TOTAL AVAILABLE RESOURCES	\$ 4,977,800	\$ 6,146,537	\$ 7,469,275	\$ 7,849,929	\$ 7,322,419	\$ 7,834,400

Account #	Account Description	2022 Audited Final	2023 Audited Final (PM to Verify Audit Updates)	2024 Budgeted	YTD 11/28/2024** Reconciliation Ongoing	2024 Amended	2025 Proposed
GENERAL FUND - EXPENSES							
	ADMINISTRATION						
10-50-02	401A EMPLOYER MATCH	3,798	7,349	9,858	11,120	12,232	17,500
10-50-05	SALARIES	127,777	253,295	328,600	320,342	352,376	350,000
10-50-10	EMPLOYEE HEALTH & WELLNESS	0	3,704	7,000	4,964	7,000	15,000
10-50-11	SS/MEDICARE EXPENSE	10,103	19,952	25,468	23,501	25,851	26,775
10-50-12	UNEMPLOYMENT EXPENSE	260	558	666	891	981	1,100
10-50-13	EMPLOYEE HEALTH INSURANCE	33,760	40,647	57,804	29,770	32,747	40,000
10-50-14	WORKER'S COMPENSATION	667	468	789	1,272	1,399	2,083
10-50-15	EDUCATION	1,654	4,191	10,000	4,399	5,000	5,000
10-50-16	ADMIN VEHICLE	5,885	6,000	6,000	5,308	6,000	6,000
10-50-23	TOWN HALL EXPENSE - UTILITIES	7,252	7,109	8,000	5,799	6,500	7,000
10-50-25	TOWN HALL EXPENSE - REPAIR & MAINT	4,817	18,401	25,000	62,806	63,000	25,000
10-50-27	TOWN HALL EXPENSE - SUPPLIES	895	1,287	1,000	858	1,100	1,000
10-50-30	OFFICE SUPPLIES	2,901	4,649	4,000	2,778	3,000	2,000
10-50-32	EQUIPMENT RENTAL	4,635	6,944	7,100	4,612	5,000	5,000
10-50-35	POSTAGE EXPENSE	1,141	426	500	567	600	500
10-50-40	BANK/CREDIT CARD FEES	4,081	5,306	5,500	4,769	5,250	3,500
10-50-50	ELECTION EXPENSE	0	-	3,000	104	104	0
10-50-55	BOARD OF TRUSTEE SALARIES	1,470	1,755	4,320	1,920	2,000	2,000
10-50-57	TOWN ATTORNEY LEGAL SERVICES	16,155	23,805	30,000	15,783	17,500	40,000
10-50-58	BUILDING OFFICIAL CONTRACT	11,564	27,182	26,000	11,095	11,500	10,000
10-50-60	COMPUTER/SOFTWARE/SUPPORT	52,108	34,203	40,000	33,053	35,000	40,000
10-50-65	TELEPHONE/INTERNET	11,265	13,096	12,000	4,596	7,500	7,500
10-50-70	MISCELLANEOUS EXPENSE	6,016	21,110	20,000	39,606	40,000	40,000
10-50-75	CODIFICATION & WEBSITE	2,051	1,864	20,000	5,111	7,500	30,000
10-50-76	ESTIP AGREEMENT	15,915	20,808	20,000	30,311	35,000	30,000
10-50-80	VEHICLE RENTAL PAYMENT TO ISF	0	0	0	0	0	0
10-50-90	CAPITAL OUTLAY	0	36,483	0	0	0	0
	TOTAL	\$ 326,168	\$ 560,592	\$ 672,605	\$ 625,335	\$ 684,140	\$ 706,958
GENERAL FUND - EXPENSES							
	COMMUNITY DEVELOPMENT						
10-51-05	PROFESSIONAL FEES	17,692	21,766	80,000	38,347	40,000	45,000
10-51-07	PROFESSIONAL FEES-BILL BACKS	0	2,228	0	38,139	40,000	35,000
10-51-10	EDUCATION/BENEVOLENCE(Board Members)	6,095	9,907	15,000	14,163	15,000	15,000
10-51-20	VISITOR CENTER	4,952	3,126	5,000	6,297	7,000	10,000
10-51-30	MARKETING	14,696	14,946	15,000	27,096	30,000	15,000
10-51-34	TOWN BEAUTIFICATION	14,524	11,452	15,000	12,586	9,716	15,000
10-51-35	TOWN CLEAN UP DAY	7,433	11,926	15,000	15,016	15,016	12,000
10-51-40	DUES AND MEMBERSHIPS	625	1,483	5,000	887	1,500	1,500
10-51-45	WORKFORCE HOUSING	0	4,250	100,000	0	0	100,000
10-51-75	DONATIONS	3,500	2,430	10,000	8,700	10,000	10,000
10-51-76	EMERGENCY SUPPLIES	0	0	3,000	0	3,000	3,000
10-51-80	FAIRPLAY FORWARD PROJECTS	0	0	10,000	0	0	0
10-51-81	COMP PLAN/LUC UPDATE	0	0	0	0	0	10,000
10-51-85	PROPERTY IMPROVEMENT INCENTIVE PLAN	3,287	3,836	20,000	6,926	9,000	20,000
10-51-86	850 HATHAWAY-BUS BARN	17,958	9,445	0	0	0	0
10-51-95	501 MAIN STREET -UTILITIES/OTHER	18,777	16,166	25,000	13,809	17,000	25,000
10-51-96	501 MAIN STREET-REMODEL	516	59,851	400,000	644,419	645,000	300,000
10-51-98	501 MAIN STREET-REPAIRS	0	28,380	0	0	0	0
	TOTAL	\$ 110,055	\$ 201,192	\$ 718,000	\$ 826,385	\$ 842,232	\$ 616,500
	COMMUNITY DEVELOPMENT/EVENTS						
10-51-50	TGIFAIRPLAY CONCERTS	15,121	25,647	25,000	20,392	20,450	20,000
10-51-62	BURRO DAYS	58,322	57,515	100,000	105,435	106,000	60,000
10-51-66	MARDI GRAS	9,244	10,455	15,000	17,882	18,000	15,000
10-51-70	MISC EVENTS	2,002	3,254	5,000	11,935	12,000	5,000
10-51-71	FIREWORKS/4TH OF JULY	17,882	34,671	35,000	38,440	39,000	35,000
10-51-67	FALL FESTIVAL	0	0	0	0	0	10,000
10-51-74	REAL COLORADO CHRISTMAS	2,826	2,430	3,000	1,728	3,000	3,000
	TOTAL	\$ 105,397	\$ 133,972	\$ 183,000	\$ 195,812	\$ 198,450	\$ 148,000
	TRANSPORTATION						
10-52-05	SALARIES	-	0	60,000	1,102	1,102	60,000
10-52-11	SS/MEDICARE EXPENSE	-	0	5,000	29	29	5,000
10-52-12	UNEMPLOYMENT EXPENSE	-	0	120	9	9	120
10-52-14	WORKER'S COMPENSATION	-	0	1,000	50	50	1,000
10-52-15	DRIVER TRAINING/PHYSICALS	-	0	2,000	3,345	3,345	2,000
10-52-30	OFFICE SUPPLIES	-	0	1,000	0	0	1,000
10-52-35	INSURANCE	-	1,010	5,000	0	0	5,000
10-52-40	OPERATING SUPPLIES	-	0	1,000	0	250	1,000
10-52-45	MISCELLANEOUS	-	120	2,500	800	800	2,500
10-52-50	PHONE	-	24	1,000	258	258	1,000
10-52-55	UTILITIES	-	0	1,500	0	0	1,500
10-52-60	VEHICLE MAINTENANCE	-	0	10,000	1,256	1,256	10,000
10-52-70	FUEL	-	0	10,000	0	0	10,000
10-52-75	SUMMIT STAGE FUNDING	-	0	18,000	18,000	18,000	18,000
	TOTAL	\$ -	\$ 1,154	\$ 118,120	\$ 24,849	\$ 25,099	\$ 118,120

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	JUDICIAL						
10-53-02	401A EMPLOYER MATCH	136	148	156	154	215	300
10-53-05	MUNICIPAL JUDGE SALARY	8,880	9,602	9,500	9,658	9,755	11,500
10-53-10	COURT CLERK	4,682	5,138	5,200	5,103	6,000	6,000
10-53-11	SS/MEDICARE EXPENSE	1,018	1,128	1,125	1,131	1,583	1,339
10-53-12	UNEMPLOYMENT EXPENSE	26	29	29	98	138	150
10-53-13	EMPLOYEE HEALTH INSURANCE	1,064	1,102	1,145	582	815	1,000
10-53-14	WORKER'S COMPENSATION	37	37	37	235	329	350
10-53-20	COURT ATTORNEY	0	0	500	0	0	250
10-53-30	EDUCATION	0	0	500	0	0	250
10-53-40	OPERATING EXPENSE	205	399	250	58	100	250
10-53-50	DUES AND MEMBERSHIPS	0	0	50	137	150	250
	TOTAL	\$ 16,049	\$ 17,583	\$ 18,492	\$ 17,156	\$ 19,085	\$ 21,639
	POLICE DEPARTMENT						
10-54-01	POLICE SALARIES	261,836	263,255	622,098	642,347	723,081	795,389
10-54-03	EXTRA DUTY PAY	5,488	0	0	1,250	1,375	0
10-54-04	PART TIME OFFICERS	13,665	8,950	15,000	16,380	18,018	25,000
10-54-05	PENSION CONTRIBUTION-FPPA	29,111	27,712	84,605	80,107	88,117	119,308
10-54-08	POLICE SALARIES-OVERTIME	16,410	17,454	0	0	0	39,769
10-54-10	UNIFORMS AND ACCESSORIES	2,540	3,745	8,000	7,703	8,000	9,000
10-54-11	SS/MEDICARE EXPENSE	6,057	5,937	10,168	10,874	11,962	60,847
10-54-12	UNEMPLOYMENT EXPENSE	439	579	1,274	815	896	1,591
10-54-13	EMPLOYEE HEALTH INSURANCE	83,962	66,465	169,126	86,223	94,845	175,000
10-54-14	WORKER'S COMPENSATION	13,623	12,132	23,000	11,091	12,200	30,000
10-54-15	FUEL	17,851	10,677	25,000	14,963	20,000	15,000
10-54-20	VEHICLE MAINTENANCE	10,993	11,224	15,000	25,376	30,000	25,000
10-54-24	PROFESSIONAL TRAINING EXPENSE	2,047	1,025	5,000	9,119	10,000	6,800
10-54-26	IN-SERVICE TRAINING EXPENSE	0	0	500	548	600	500
10-54-28	VEHICLE RENTAL PYMT TO ISF	24,551	33,410	50,811	15,671	51,000	75,000
10-54-30	RADAR & RADIO MAINTENANCE	394	352	2,500	3,525	5,000	4,000
10-54-32	AMMUNITION	0	0	600	2,235	5,000	400
10-54-45	OPERATING/OFFICE SUPPLIES	1,657	2,485	2,000	2,489	4,000	2,500
10-54-50	EQUIPMENT	43,508	10,988	30,000	68,460	139,460	50,000
10-54-53	GRANT - EQUIPMENT & SUPPLIES	0	0	0	0	0	N/A
10-54-55	TELEPHONE/INTERNET	6,663	6,735	10,000	11,786	13,000	10,000
10-54-60	MEMBERSHIPS - DUES	250	50	600	0	600	800
10-54-61	UNIV OF DENVER EXEC ED	0	0	0	8,400	8,400	0
10-54-65	COMPUTER/SOFTWARE/SUPPORT	14,869	29,994	55,000	69,430	75,000	45,000
10-54-75	INVESTIGATIVE SERVICES & SUPPLIES	2,190	1,645	2,500	695	800	1,500
10-54-78	MISCELLANEOUS		18,959	30,000	15,770	16,000	0
10-54-80	OFFICER RECRUITING	325	12,483	15,000	16,940	17,000	7,000
10-54-87	LIABILITY INSURANCE	10,436	10,329	15,857	48,701	50,000	45,966
10-54-97	PUBLIC RELATIONS	806	407	5,000	3,490	3,500	5,000
	TOTAL	\$ 569,671	\$ 556,992	\$ 1,198,639	\$ 1,174,385	\$ 1,407,854	\$ 1,550,371
	PUBLIC WORKS						
10-56-01	SALARIES	161,838	147,720	195,175	144,887	159,375	165,000
10-56-02	401A EMPLOYER MATCH	4,678	4,085	5,855	3,996	4,396	7,969
10-56-10	SEASONAL	8,775	6,990	45,000	6,530	7,183	8,000
10-56-11	SS/MEDICARE EXPENSE	12,829	11,453	16,078	10,419	11,461	12,623
10-56-12	UNEMPLOYMENT EXPENSE	236	193	420	594	654	330
10-56-13	EMPLOYEE HEALTH INSURANCE	27,297	38,466	64,680	20,163	22,179	30,000
10-56-14	WORKER'S COMPENSATION	5,964	9,971	6,248	6,537	7,191	12,955
10-56-15	FUEL	6,287	5,560	7,000	5,383	5,500	7,000
10-56-20	AUTO PARTS	0	0	0	204	500	500
10-56-25	REPAIRS & MAINT - EQUIPMENT	7,794	13,347	15,000	27,621	28,000	20,000
10-56-30	TOOLS, MAT'L'S, & SUPPLIES	4,788	3,529	5,000	2,099	5,000	5,000
10-56-35	EDUCATION - TRAINING	150	382	2,000	2,615	4,000	5,000
10-56-40	ELECTRIC STREET LIGHTS	12,148	13,710	13,000	12,142	13,000	15,000
10-56-45	TELEPHONE/INTERNET/COMPUTER	3,001	7,920	8,000	11,550	11,000	10,000
10-56-50	MAINTENANCE BUILDING - UTILITY	11,054	10,612	11,000	12,493	13,000	10,000
10-56-55	MAPPING - GIS	5,778	33,872	10,000	7,519	8,000	40,000
10-56-60	VEHICLE/EQUIP RENTAL PYMT TO ISF	49,941	57,391	62,885	59,933	63,000	90,000
10-56-70	STREETS - REPAIRS & MAINT	212,219	237,052	300,000	208,838	225,000	300,000
10-56-71	SNOWPLOWING	0	0	0	0	0	15,000
10-56-80	UNIFORMS AND SAFETY EQUIPMENT	0	0	2,000	1,339	2,000	5,000
10-56-82	TOWN SHOP/OFFICE BUILDING REPAIRS	2,536	1,212	2,000	7,941	8,000	5,000
10-56-90	EQUIPMENT	41,813	8,524	50,000	22,222	23,000	25,000
	TOTAL	\$ 579,125	\$ 611,989	\$ 821,342	\$ 575,025	\$ 621,440	\$ 789,376
	PARKS & RECREATION						
10-58-30	TOOLS, MATERIALS, & SUPPLIES	2,444	1,713	7,500	414	1,500	5,000
10-58-41	PARKS UTILITIES	470	527	500	469	500	2,500
10-58-42	VAULT RESTROOMS MAINTENANCE	7,539	5,834	7,000	3,380	4,000	10,000
10-58-50	CEMETERY EXPENSE	980	11,804	1,000	589	1,200	2,000
10-58-80	FAIRPLAY BEACH EXPENSE	0	0	0	0	0	10,000
10-58-83	COHEN PARK	129,182	11,801	40,000	5,139	5,500	20,000
10-58-86	FAIRPLAY RIVERPARK	0	0	1,000,000	23,519	200,000	800,000
10-58-87	BURRO PARK	0	0	10,000	707	1,000	50,000
	TOTAL	\$ 140,615	\$ 31,679	\$ 1,066,000	\$ 34,217	\$ 213,700	\$ 899,500

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	NON/DEPARTMENTAL EXPENSES						
10-61-15	LIABILITY INSURANCE	16,952	22,120	22,096	22,998	23,000	20,500
10-61-17	AUDIT FEES	4,500	4,638	4,775	5,100	5,500	5,000
10-61-23	TREASURER'S FEES - MILL LEVY	4,667	4,706	6,000	5,995	6,250	6,000
10-61-25	PUBLISHING & RECORDING EXPENSE	1,668	1,040	1,800	2,867	3,000	1,500
10-61-26	BANK SERVICE CHARGES	0	0	0	0	0	0
10-61-30	DUES & MEMBERSHIPS	1,642	5,606	6,000	18,864	20,000	15,000
10-61-50	CAPITAL IMPROVEMENT	0	0	0	0	0	0
10-61-60	ABATEMENT	0	0	2,000	0	3,284	2,000
10-61-65	MISCELLANEOUS	0	0	0	3,773	4,000	4,000
	TOTAL	\$ 29,429	\$ 38,110	\$ 42,671	\$ 59,597	\$ 65,034	\$ 54,000
	TOTAL GENERAL FUND EXPENDITURES	\$ 1,876,508	\$ 2,153,263	\$ 4,838,870	\$ 3,532,763	\$ 4,077,034	\$ 4,904,464
	TOTAL GENERAL FUND REVENUES	\$ 2,920,898	\$ 3,045,249	\$ 3,678,642	\$ 3,860,926	\$ 3,333,416	\$ 3,845,397
	TOTAL GENERAL FUND EXPENDITURES	\$ 1,876,508	\$ 2,153,263	\$ 4,838,870	\$ 3,532,763	\$ 4,077,034	\$ 4,904,464
	REVENUES OVER EXPENDITURES	\$ 1,044,390	\$ 891,986	\$ (1,160,228)	\$ 328,163	\$ (743,618)	\$ (1,059,067)
	DIFFERENCE PLUS BEG. FUND BALANCE	\$ 3,101,292	\$ 3,993,274	\$ 2,630,405	\$ 4,317,166	\$ 3,245,385	\$ 2,929,936
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET						
	ENDING FUND BALANCE	\$ 3,101,292	\$ 3,993,274	\$ 2,630,405	\$ 4,317,166	\$ 3,245,385	\$ 2,929,936
	TABOR RESTRICTED FUNDS	\$ 87,627	\$ 91,357	\$ 110,359	\$ 115,828	\$ 100,002	\$ 115,362

Account #	Account Description	2022 Audited Final	2023 Audited Final (PM to Verify Audit Updates)	2024 Budgeted	YTD 11/28/2024** Reconciliation Ongoing	2024 Amended	2025 Proposed
CONSERVATION TRUST FUND							
	BEGINNING FUND BALANCE	\$ 33,933	\$ 37,613	\$ 27,193	\$ 31,431	\$ 31,431	\$ 32,991
CTF - REVENUES							
	INTERGOVERNMENTAL REVENUE						
20-44-10	COLORADO LOTTERY FUNDS	4,649	5,146	4,500	3,385	4,500	4,500
	TOTAL	\$ 4,649	\$ 5,146	\$ 4,500	\$ 2,442	\$ 4,500	\$ 4,500
	INTEREST INCOME						
20-46-50	INTEREST INCOME SAVINGS	31	0	50	79	60	60
20-46-60	CSAFE INTEREST	0	96	0	0	0	0
	TOTAL	31	0	50	79	60	60
	TOTAL CTF REVENUE	\$ 4,680	\$ 5,146	\$ 4,550	\$ 2,521	\$ 4,560	\$ 4,560
	TOTAL AVAILABLE RESOURCES	\$ 38,613	\$ 42,759	\$ 23,443	\$ 23,443	\$ 23,443	\$ 23,443
CTF - EXPENSES							
	OPERATIONS EXPENSES						
20-73-03	BASEBALL FIELD IMPROVEMENTS	-	-	-	-	-	-
20-73-10	COHEN PARK - IMPROVEMENTS	1,000	-	-	-	-	-
20-73-65	SIDEWALK / TRAIL IMPROVEMENTS	-	-	-	-	-	-
20-73-75	BURRO PARK - IMPROVEMENTS	-	11,425	-	2,522	3,000	4,000
	TOTAL	\$ 1,000	\$ 11,425	\$ -	\$ 2,522	\$ 3,000	\$ 4,000
	CAPITAL OUTLAY	-	-	-	-	-	-
	TOTAL CTF EXPENDITURES	\$ 1,000	\$ 11,425	\$ -	\$ 2,522	\$ 3,000	\$ 4,000
	TOTAL REVENUE	\$ 4,680	\$ 5,146	\$ 4,550	\$ 2,521	\$ 4,560	\$ 4,560
	TOTAL CTF EXPENDITURES	\$ 1,000	\$ 11,425	\$ -	\$ 2,522	\$ 3,000	\$ 4,000
	REVENUE OVER EXPENDITURES	\$ 3,680	\$ (6,279)	\$ 4,550	\$ (1)	\$ 1,560	\$ 560
	DIFFERENCE PLUS BEG. FUND BAL.	\$ 37,613	\$ 31,334	\$ 31,743	\$ 31,430	\$ 32,991	\$ 33,551
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET						
	CTF ENDING FUND BALANCE	\$ 37,613	\$ 31,334	\$ 31,743	\$ 31,430	\$ 32,991	\$ 33,551
INTERNAL SERVICE FUND							
ISF - REVENUES							
	BEGINNING FUND BALANCE	\$ 437,818	\$ 496,160	\$ 591,194	\$ 142,362	\$ 142,362	\$ 136,145
	REVENUE						
32-47-20	DEPT. RENTAL PAYMENT	97,712	112,086	136,145	136,145	136,145	51,857
32-47-30	SALE OF VEHICLE/EQUIPMENT-PD	0	3,000	6,000	0	0	0
	TOTAL REVENUE	\$ 97,712	\$ 115,086	\$ 142,145	\$ 136,145	\$ 136,145	\$ 51,857
ISF - EXPENSES							
	EXPENDITURES						
32-58-10	POLICE VEHICLES	0	0	225,000	228,232	228,232	210,000
32-58-20	PUBLIC WORKS EQUIPMENT	0	0	0	0	0	0
32-58-30	PUBLIC WORKS VEHICLES	0	0	0	0	0	0
32-58-40	ADMINISTRATION VEHICLE	0	0	0	0	0	0
	TOTAL	\$ -	\$ -	\$ 225,000	\$ 228,232	\$ 228,232	\$ 210,000
	TOTAL RENTAL REVENUE	\$ 97,712	\$ 115,086	\$ 142,145	\$ 136,145	\$ 136,145	\$ 51,857
	TOTAL EXPENDITURES	\$ -	\$ -	\$ 225,000	\$ 228,232	\$ 228,232	\$ 210,000
	REVENUES OVER EXPENDITURES	\$ 97,712	\$ 115,086	\$ (82,855)	\$ (92,087)	\$ (92,087)	\$ (158,143)
	DIFFERENCE PLUS BEG. FUND BALANCE	\$ 535,530	\$ 611,246	\$ 508,339	\$ 50,275	\$ 50,275	\$ (21,998)
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET						
	ENDING FUND BALANCE	\$ 535,530	\$ 611,246	\$ 508,339	\$ 50,275	\$ 50,275	\$ (21,998)

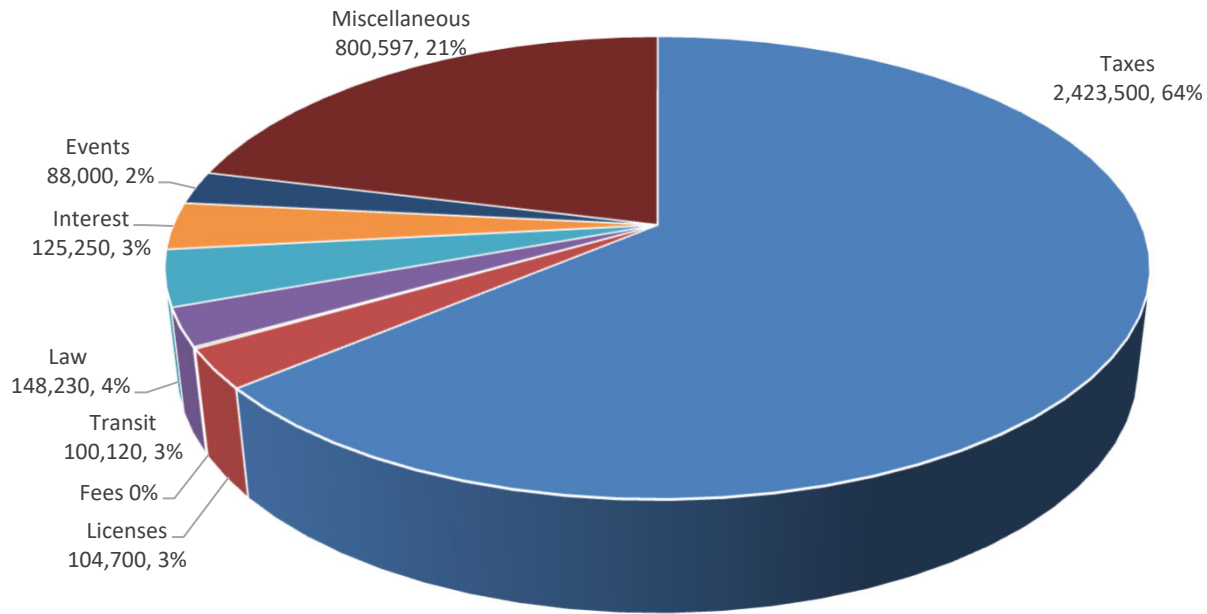
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UTILITY ENTERPRISE FUND BUDGET							
UTILITY FUND - REVENUES							
	WATER REVENUE						
51-22-00	ACCRUED INTEREST PAYABLE				3,460		
51-29-00	CO WATER & POWER AUTH DEBT				136,424	300,150	
51-42-05	POTABLE WATER	379,875	393,442	400,000	327,890	400,000	400,000
51-42-20	LIEN REVENUE	3,761	3,082	4,000	707	800	1,000
51-42-30	LIEN INTEREST - REVENUE	0	0	0	0	0	0
51-42-32	WATER FACILITY MAINTENANCE FEE	487	472	487	319	450	487
51-42-34	WATER METERS, PRV, PARTS	1,854	0	1,000	5,485	6,000	100,000
51-42-36	PENALTY NON-COMPLIANCE	240	440	440	193	200	50
51-42-40	PLANT INVESTMENT FEES	120,000	-	133,000	113,365	115,000	0
51-42-60	OTHER WATER REVENUE	0	125,000	445,000	0	0	0
	TOTAL	\$ 506,216	\$ 522,436	\$ 983,927	\$ 447,959	\$ 522,450	\$ 501,537
	WATER - MISCELLANEOUS REVENUE						
51-44-10	FEMA PROJECT	0	162,010	0	0	0	0
51-44-15	DOLA - GRANT REVENUE	0	163,306	0	164,026	199,850	0
	TOTAL	\$ -	\$ 325,316	\$ -	\$ 164,026	\$ 199,850	\$ -
	TOTAL WATER REVENUE	\$ 506,216	\$ 847,752	\$ 983,927	\$ 611,986	\$ 722,300	\$ 501,537
	WASTEWATER REVENUE						
51-46-05	USER FEES	669,690	677,798	692,402	571,567	628,724	625,000
51-46-10	LATE FEES	0	0	0	0	0	0
51-46-20	LIEN REVENUE	4,361	3,308	0	1,337	0	0
51-46-30	LIEN REVENUE - INTEREST	59	32	100	0	0	0
51-46-40	PLANT INVESTMENT FEES	225,498	8,351	116,914	125,265	126,000	0
51-46-60	OTHER WASTEWATER REVENUE	0	0	100	0	100	0
51-47-91	TRANSFER IN			0	0	0	0
	TOTAL WASTEWATER REVENUE	\$ 899,607	\$ 689,489	\$ 809,516	\$ 698,169	\$ 754,824	\$ 625,000
	INTEREST						
51-48-10	INTEREST ON INVESTMENTS	22,607	80,993	50,000	59,410	62,500	50,000
51-48-30	LATE FEES	6,409	9,820	8,000	10,526	11,000	6,500
	TOTAL INTEREST	\$ 29,016	\$ 90,813	\$ 58,000	\$ 69,937	\$ 73,500	\$ 56,500
	TOTAL UTILITY FUND REVENUE	\$ 1,434,840	\$ 1,628,054	\$ 1,851,443	\$ 1,380,091	\$ 1,550,624	\$ 1,183,037

Account #	Account Description	2022 Audited Final	2023 Audited Final (PM to Verify Audit Updates)	2024 Budgeted	YTD 11/28/2024** Reconciliation Ongoing	2024 Amended	2025 Proposed
UTILITY FUND - EXPENSES							
	EMPLOYEE EXPENSES						
51-70-01	SALARIES	204,089	149,808	132,525	126,466	139,112	165,000
51-70-02	401A EMPLOYER MATCH	6,030	4,328	3,976	3,667	4,033	8,250
51-70-10	EMPLOYEE HEALTH & WELLNESS	0	2,895	3,000	1,291	3,000	5,000
51-70-11	SS/MEDICARE EXPENSE	15,640	11,512	10,358	9,229	10,152	12,623
51-70-12	UNEMPLOYMENT EXPENSE	366	265	271	429	472	500
51-70-13	EMPLOYEE HEALTH INSURANCE	43,518	31,270	32,385	11,349	12,484	16,456
51-70-14	WORKER'S COMPENSATION	3,001	3,700	2,148	3,371	3,708	1,416
51-70-15	BOARD OF TRUSTEE SALARIES	710	690	2,880	920	1,012	1,000
	TOTAL	\$ 273,353	\$ 204,468	\$ 187,543	\$ 156,722	\$ 173,974	\$ 210,244
	GENERAL OPERATIONS EXPENSE						
51-72-02	BANK/CREDIT CARD FEES	4,560	4,233	5,000	3,952	4,250	3,000
51-72-06	COMPUTER/SOFTWARE/SUPPORT-OFFICE	14,316	12,424	20,000	19,605	20,000	40,000
51-72-10	MISCELLANEOUS	277	292	1,400	250	300	500
51-72-14	OFFICE SUPPLIES	1,571	973	2,500	278	300	750
51-72-18	POSTAGE EXPENSE	4,412	3,332	4,000	3,507	3,600	3,500
51-72-22	PUBLISHING EXPENSE	543	0	200	0	0	200
51-72-26	TELEPHONE/INTERNET EXPENSE	2,765	2,833	4,000	2,646	2,700	2,500
51-72-30	TOWN HALL RENTAL PAYMENT	12,397	12,397	12,397	12,397	12,397	12,397
51-72-34	UTILITIES-OFFICE	2,907	2,222	2,500	1,868	2,500	2,500
51-72-38	VEHICLE/EQUIP RENTAL PYMT TO ISF	23,220	21,285	22,449	9,675	22,449	25,000
51-72-42	VEHICLE MAINTENANCE/REPAIR	1,758	1,991	2,500	1,614	2,000	2,500
51-72-44	FUEL	6,287	5,558	9,000	5,383	5,500	5,000
51-72-45	UNIFORMS/SAFETY EQUIPMENT	0	0	1,000	575	750	5,000
51-72-60	REPAIRS AND MAINT - OFFICE BUILDING	3,263	1,270	3,000	2,331	2,500	3,500
	TOTAL	\$ 78,275	\$ 68,810	\$ 89,946	\$ 64,082	\$ 79,246	\$ 106,347
	CONTRACTUAL FEES						
51-73-20	AUDITOR FEES	4,500	4,638	4,775	5,100	5,500	5,000
51-73-40	INSURANCE - PROPERTY/LIABILITY	16,107	14,714	14,731	15,794	16,250	20,500
51-73-50	PROFESSIONAL FEES	26,010	0	0	34,055	36,000	50,000
51-73-60	LEGAL FEES	0	4,274	5,000	1,546	1,546	30,000
51-73-70	TREASURERS FEES	814	642	1,000	182	250	1,000
	TOTAL	\$ 47,431	\$ 24,268	\$ 25,506	\$ 56,677	\$ 59,546	\$ 106,500
	WATER - PLANT & EQUIPMENT						
51-74-15	COMPUTER EXPENSE-WATER SYSTEM	2,386	8,640	5,000	2,161	3,500	10,000
51-74-17	CONTRACT - PLANT OPERATOR	54,000	49,500	54,000	54,000	58,500	60,000
51-74-20	DITCH MAINTENANCE	0	0	500	0	500	500
51-74-25	EDUCATION	751	3,698	5,000	2,467	2,750	10,000
51-74-30	INFILTRATION GALLERY PROJECT	0	0	445,000	516,768	517,750	0
51-74-32	ENGINEERING FEES	907	35,032	15,000	16,473	17,000	25,000
51-74-40	HASP MEMBERSHIP DUES	1,610	1,610	2,500	1,910	2,000	2,000
51-74-45	LEAKS AND REPAIRS	100,820	24,599	150,000	257,047	260,000	125,000
51-74-50	MISCELLANEOUS	24	3,000	1,000	983	1,000	1,000
51-74-55	PERMITS/DUES/LOCATES	1,425	1,507	1,500	1,477	1,750	2,000
51-74-60	PUMPHOUSE EXPENSE	1,281	0	0	75	1,500	1,500
51-74-65	REPAIRS & MAINTENANCE- EQUIPMENT	3,434	5,987	10,000	6,767	7,000	25,000
51-74-67	REPAIRS & MAINTENANCE- BUILDING	0	176	0	0	0	25,000
51-74-70	UTILITIES	2,996	4,134	3,000	5,080	6,000	6,000
51-74-75	TESTING AND SUPPLIES	10,864	3,259	5,000	12,849	14,000	15,000
51-74-80	TOOLS & SUPPLIES	1,934	3,221	8,000	2,119	2,750	2,500
51-74-85	WATER METERS	9,588	14,736	10,000	21,212	22,000	60,000
51-74-90	WATER TANKS	408	0	10,000	145	200	10,000
51-74-95	WATER TREATMENT PLANT - UTILITIES	26,078	17,827	25,000	20,169	22,000	25,000
	TOTAL	\$ 218,506	\$ 176,926	\$ 750,500	\$ 921,701	\$ 940,200	\$ 405,500
	WASTEWATER - PLANT & EQUIPMENT						
51-76-10	CAPITAL EXPENDITURES	0	0	100,000	1,794	65,000	100,000
51-76-20	COLLECTION SYSTEM MAINTENANCE	9,335	11,223	12,000	4,290	5,000	10,000
51-76-25	COMPUTER EXPENSE-WASTEWATER SYSTEM	2,591	0	8,000	11,037	12,000	69,000
51-76-27	CONTRACT - PLANT OPERATOR	60,000	55,000	60,000	60,000	65,000	65,000
51-76-30	EDUCATION	323	306	5,000	126	1,000	10,000
51-76-35	ENGINEERING FEES	0	0	5,000	2,779	3,500	5,000
51-76-36	LIFT STATION	2,000	4,480	5,000	11,953	13,000	10,000
51-76-45	MISCELLANEOUS	3,060	0	0	391	500	500
51-76-50	PERMITS/DUES/LOCATES	3,223	3,260	4,300	3,378	5,000	5,000
51-76-55	REPAIRS AND MAINTENANCE - EQUIPMENT	10,113	46,678	40,000	7,884	10,000	50,000
51-76-60	SLUDGE DISPOSAL	100,000	120,928	125,000	278,946	280,000	150,000
51-76-65	TESTING SUPPLIES AND CHEMICALS	6,744	7,663	8,000	5,410	6,000	5,000
51-76-70	TOOLS AND SUPPLIES	644	1,635	2,000	3,247	3,500	2,500
51-76-75	TRASH	828	1,032	1,500	456	1,000	1,500
51-76-80	UTILITIES-PLANT	70,747	64,582	75,000	61,545	65,000	70,000
	TOTAL	\$ 269,609	\$ 316,787	\$ 450,800	\$ 453,235	\$ 535,500	\$ 553,500

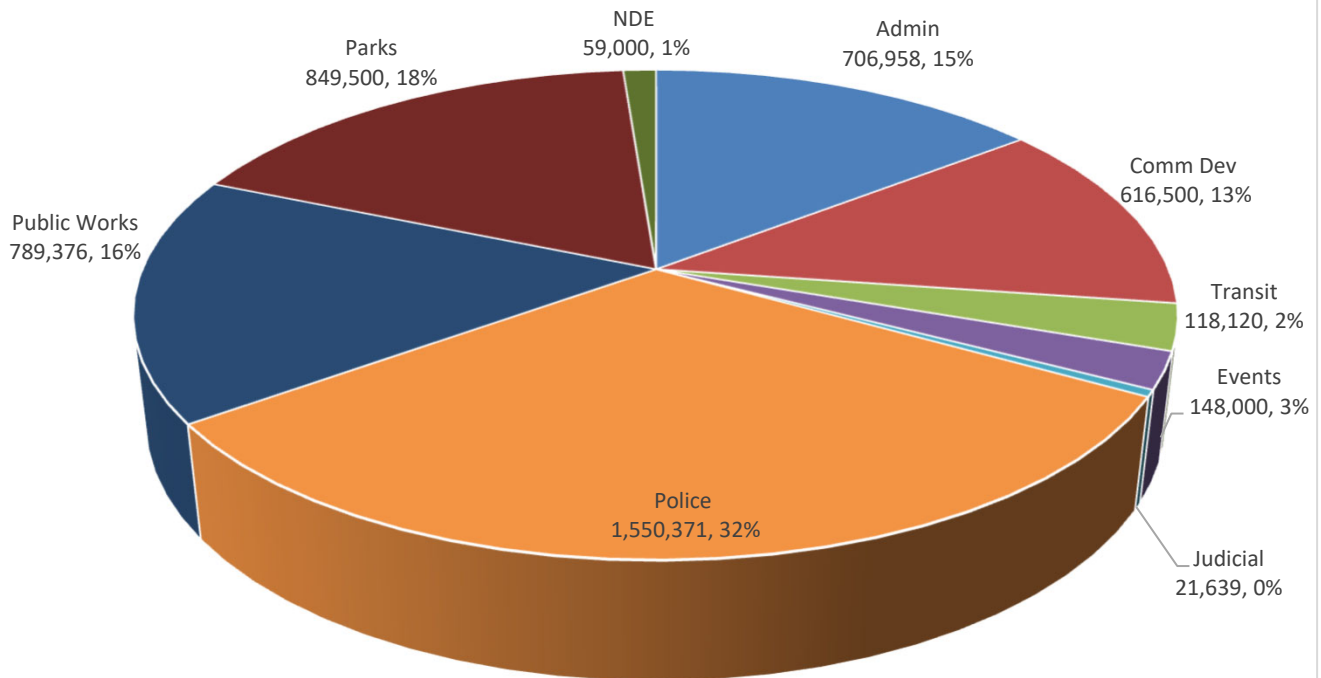
Account #	Account Description	2022 Audited Final	2023 Audited Final (PM to Verify Audit Updates)	2024 Budgeted	YTD 11/28/2024** Reconciliation Ongoing	2024 Amended	2025 Proposed
	DEBT SERVICE						
51-80-02	LOAN PRINCIPAL-SANITATION PLANT	0	0	238,400	238,400	238,400	240,000
51-80-04	LOAN INTEREST-SANITATION PLANT	93,270	86,209	79,154	79,071	79,100	80,000
51-80-06	LOAN PRINCIPAL-WATER PLANT	0	0	5,238	2,600	5,238	20,000
51-80-08	LOAN INTEREST-WATER PLANT	0	342	4,054	2,046	4,054	10,000
	TOTAL	\$ 93,270	\$ 86,551	\$ 326,846	\$ 322,117	\$ 326,792	\$ 350,000
	TOTAL UTILITY FUND EXPENDITURES	\$ 980,444	\$ 877,810	\$ 1,831,141	\$ 1,974,534	\$ 2,115,258	\$ 1,732,091
	TOTAL UTILITY FUND REVENUES	\$ 1,434,840	\$ 1,628,054	\$ 1,851,443	\$ 1,380,091	\$ 1,550,624	\$ 1,183,037
	TOTAL UTILITY FUND EXPENDITURES	\$ 980,444	\$ 877,810	\$ 1,831,141	\$ 1,974,534	\$ 2,115,258	\$ 1,732,091
	REVENUES OVER EXPENDITURES	\$ 454,395	\$ 750,244	\$ 20,302	\$ (594,442)	\$ (564,634)	\$ (549,054)
	ESTIMATED UTILITY FUND CASH BALANCE	\$ 1,730,155	\$ 2,189,869	\$ 1,268,468	\$ 331,174	\$ (576,313)	\$ (1,468,219)
	RESTRICTED FUNDS	\$ 290,530	\$ 342,852	\$ 342,852	\$ 342,852	\$ 342,852	\$ 342,852
	AVAILABLE FUNDS	\$ 1,439,625	\$ 1,847,017	\$ 925,616	\$ (11,678)	\$ (919,165)	\$ (1,811,071)
	TABOR RESTRICTED FUNDS		48,842	55,543	41,403	46,519	35,491

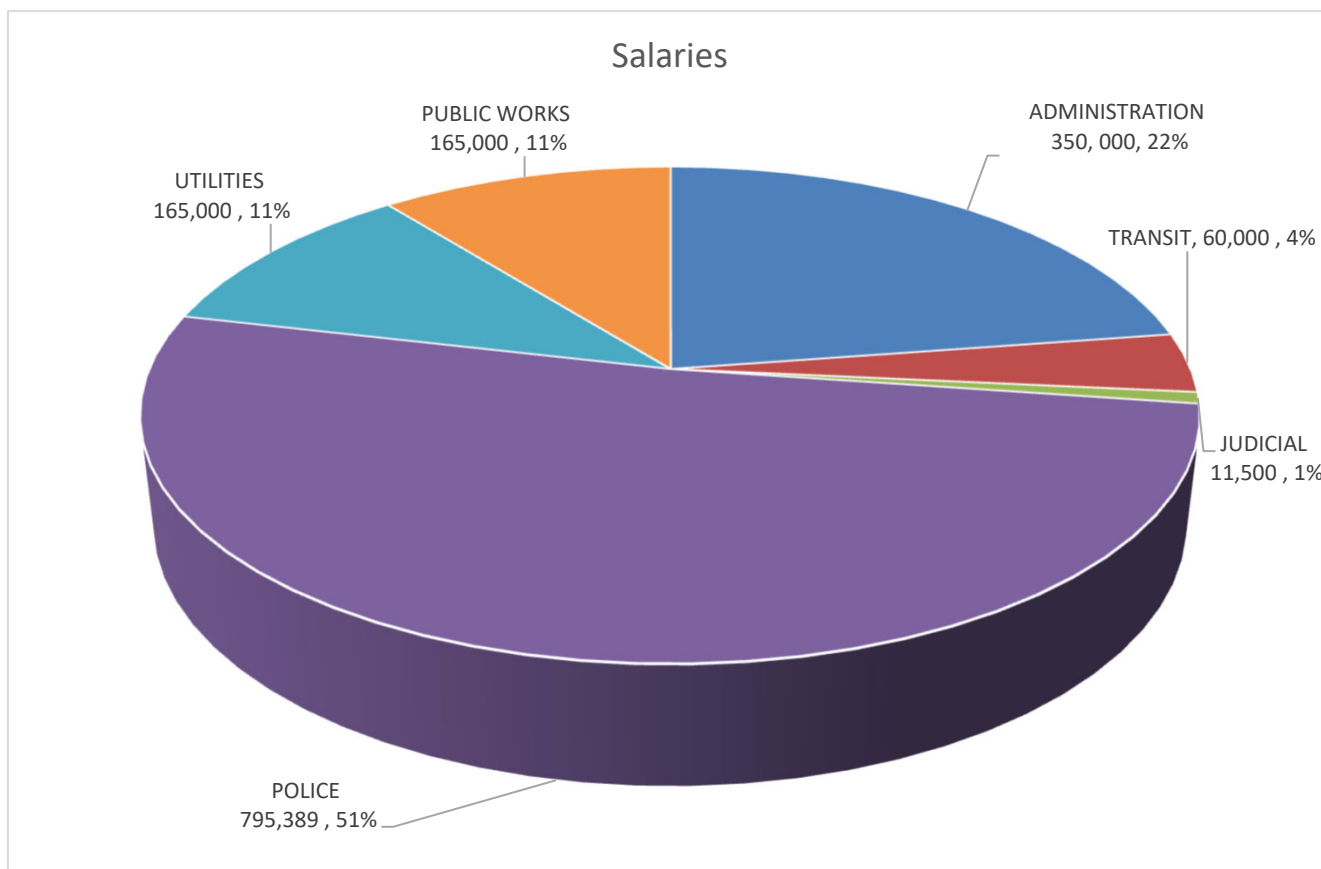
GENERAL FUND BUDGET						
Account #	Account Description	2022 Audited Final	2023 Audited Final (PM to Verify)	2024 Budgeted	2024 Amended	2025 Proposed
GENERAL FUND - REVENUE	BEGINNING FUND BALANCE	\$ 2,056,902	\$ 3,101,288	\$ 3,989,003	\$ 3,989,003	\$ 3,989,003
	TAXES	2,470,995	2,513,326	2,376,600	2,535,925	2,423,500
	LICENSES	126,330	159,210	138,500	104,680	104,700
	FEES	2,806	5,366	9,075	6,717	5,000
	TRANSIT	0	-265	100,120	0	100,120
	LAW ENFORCEMENT	55,318	15,455	12,300	145,350	148,230
	INTEREST	37,980	160,940	140,350	150,340	125,250
	EVENTS	86,418	107,775	109,500	146,800	88,000
	MISCELLANEOUS	141,052	83,442	792,197	292,605	800,597
	TOTAL GENERAL FUND REVENUE	\$ 2,920,898	\$ 3,045,249	\$ 3,678,642	\$ 3,382,416	\$ 3,795,397
	TOTAL AVAILABLE RESOURCES	\$ 4,977,800	\$ 6,146,537	\$ 7,667,645	\$ 7,371,419	\$ 7,784,400
GENERAL FUND - EXPENSES						
	ADMINISTRATION	326,168	560,592	672,605	684,140	706,958
	COMMUNITY DEVELOPMENT	110,055	201,192	718,000	847,232	616,500
	COMMUNITY DEVELOPMENT/EVENTS	105,397	133,972	183,000	198,450	148,000
	TRANSPORTATION	0	1,154	118,120	25,099	118,120
	JUDICIAL	16,049	17,583	18,492	19,085	21,639
	POLICE DEPARTMENT	569,671	556,992	1,198,639	1,407,854	1,550,371
	PUBLIC WORKS	579,125	611,989	821,342	621,440	789,376
	PARKS & RECREATION	140,615	31,679	1,066,000	263,700	849,500
	NON/DEPARTMENTAL EXPENSES	29,429	38,110	42,671	65,034	59,000
	TOTAL GENERAL FUND EXPENDITURES	\$ 1,876,508	\$ 2,153,263	\$ 4,838,870	\$ 4,132,034	\$ 4,859,464
UTILITY ENTERPRISE FUND BUDGET						
UTILITY FUND - REVENUES						
	WATER REVENUE	506,216	522,436	538,927	822,250	501,537
	WATER - MISCELLANEOUS REVENUE	0	325,316	199,850	199,850	250,000
	WASTEWATER REVENUE	899,607	689,489	809,516	812,200	700,000
	INTEREST	29,016	90,813	58,000	70,000	56,500
	TOTAL UTILITY FUND REVENUE	\$ 1,434,840	\$ 1,628,054	\$ 1,606,293	\$ 1,904,300	\$ 1,508,037
UTILITY FUND - EXPENSES						
	EMPLOYEE EXPENSES	273,353	204,468	187,543	173,974	210,244
	GENERAL OPERATIONS EXPENSE	78,275	68,810	89,946	82,847	106,350
	CONTRACTUAL FEES	47,431	24,268	25,506	89,524	111,500
	WATER - PLANT & EQUIPMENT	218,506	176,926	750,500	839,750	356,500
	WASTEWATER - PLANT & EQUIPMENT	269,609	316,787	450,800	628,500	553,500
	DEBT SERVICE	93,270	86,209	326,846	326,792	350,000
	TOTAL UTILITY FUND EXPENDITURES	\$ 980,444	\$ 877,468	\$ 1,831,141	\$ 2,141,387	\$ 1,688,094

GENERAL FUND REVENUES

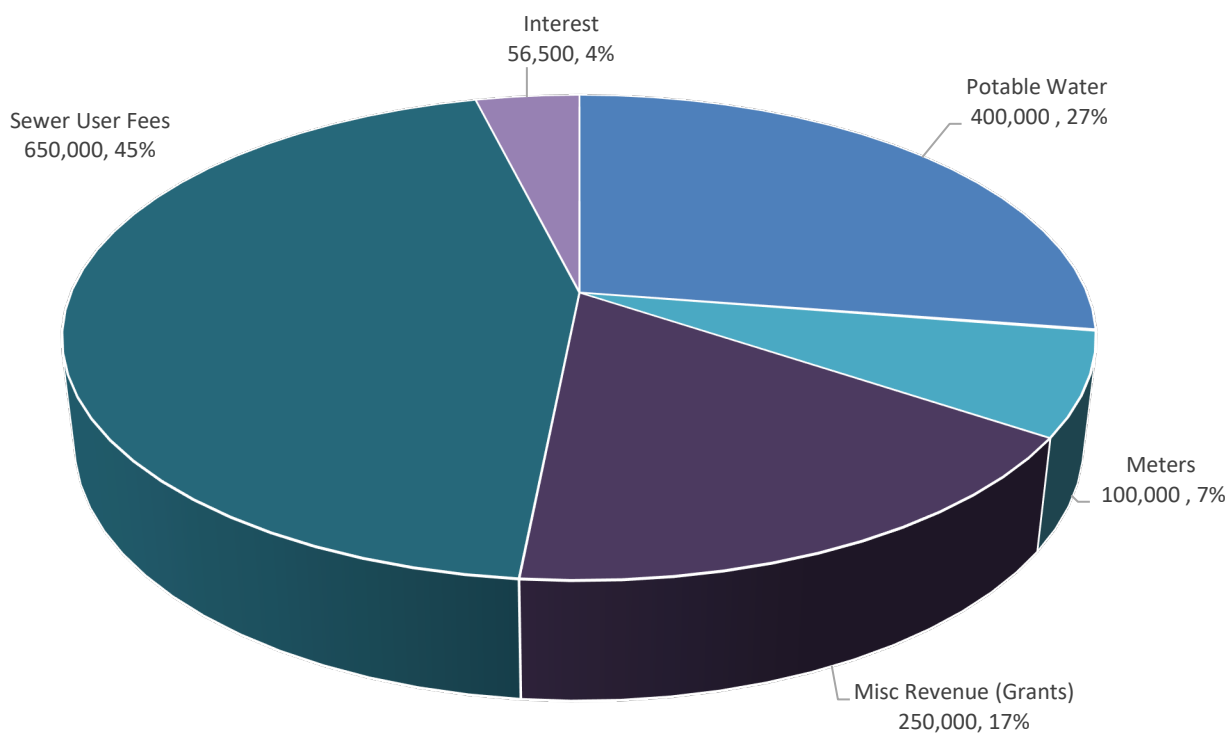


GENERAL FUND EXPENSES

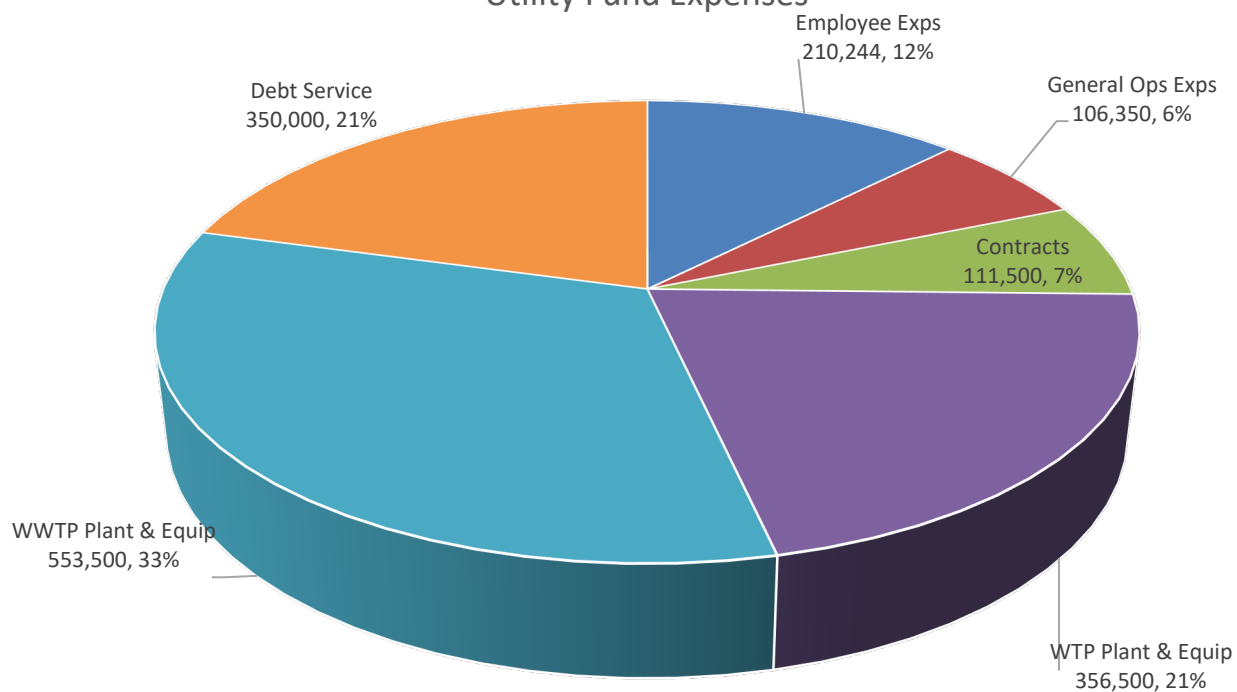




UTILITY FUND REVENUES



Utility Fund Expenses



TOWN OF FAIRPLAY, COLORADO

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

AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AMENDING CHAPTER 8 OF THE MUNICIPAL CODE OF THE TOWN OF FAIRPLAY TO ESTABLISH AUTOMATED VEHICLE IDENTIFICATION SYSTEM CORRIDORS TO PROMOTE TRAFFIC SAFETY.

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”), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and

WHEREAS, SB 23-200 expanded the methods by which local jurisdictions may deliver a notice of violation when a traffic violation is detected through the use of an automated vehicle identification systems (AVIS); and

WHEREAS, the Town of Fairplay conducted studies along US Highway 285 and CO Highway 9 which run through the Town and were disturbed by the high levels of drivers going beyond posted speed limits when traveling through the corporate limits; and

WHEREAS, the Town of Fairplay desires to implement use of unmanned speed enforcement allowed under the act to promote traffic safety by designating sections of roadways in the Town as Automated Vehicle Identification (AVI) corridors and implementing associated rules and regulations for addressing violations;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD FOR THE TOWN OF FAIRPLAY, COLORADO AS FOLLOWS:

Section 1. Chapter 8 of the Municipal Code of the Town of Fairplay is amended by the addition of a new Article 4 to read as follows:

Article 4. – Automated Vehicle Identification System (AVIS)

Sec. 8-70 – Definitions.

For the purposes of this article, the following words shall have the following meanings:

Automated Vehicle Identification System includes a system to detect traffic violations imposed by traffic signals or traffic signs, and/or a system used to detect violations of a bus lane or bicycle lane restrictions. The term includes a system whereby:

- (1) A machine is used to automatically detect a violation of a traffic regulation and simultaneously record a photograph of the vehicle, the operator of the vehicle, and the license plate of the vehicle; and
- (2) A notice of violation or civil penalty assessment notice may be issued to the registered owner of the motor vehicle.

Notice of Violation shall mean a notice mailed via first class mail or personally served to a registered owner of a vehicle involved in any traffic violation detected by an automated vehicle identification system advising that the violation has been detected, or a similar notice mailed to the operator of the vehicle identified by a registered owner of said vehicle.

Civil Penalty Assessment Notice shall mean a notice mailed via first class mail or personally served to a registered owner of a vehicle involved in any traffic violation that has previously received a notice of violation.

Residential Neighborhood means any block on which a majority of the improvements along both sides of the street are residential dwellings and the speed limit is 35 miles per hour or less.

Sec. 8-71. – Notices of Violation in General.

- (a) If the Town detects any alleged violation of a county or municipal traffic regulation or traffic violation under state law through the use of an automated vehicle identification system, then the Town shall issue, or cause its vendor to issue, to the registered owner of the motor vehicle involved in the alleged violation, by first-class mail or personal service, a Notice of Violation.
- (b) The Town may only issue a Notice of Violation for violations that occur:
 - (1) Within a school zone;
 - (2) Within a Residential Neighborhood;
 - (3) Within a maintenance, construction, or repair zone designated pursuant to C.R.S. § 42-4-614;
 - (4) Along a street that borders a Town park; or
 - (5) Along a street, or portions of a street, which the Town designates as an automated vehicle identification system corridor as set forth in Sec. 8-74.
- (c) The Notice of Violation must be served:

- (1) The name and address of the registered owner of the motor vehicle involved in the alleged violation;
 - (2) The license plate number of the motor vehicle involved in the alleged violation;
 - (3) The date, time, and location of the alleged violation;
 - (4) The amount of the civil penalty prescribed for the alleged violation;
 - (5) The deadline for payment of the prescribed civil penalty and for disputing the alleged violation; and
 - (6) Information on how the registered owner may either dispute the alleged violation at a hearing or pay the prescribed penalty.
- (d) To protest the Notice of Violation, the registered owner must request, in writing, a hearing to dispute the alleged violation. The deadline to request a hearing to dispute the Notice of Violation must be at least 45 days after the date of the Notice of Violation. At a hearing, the Town may not require the registered owner to disclose the identity of the driver of the vehicle who is detected through the use of the automated vehicle identification system, but may require the registered owner to submit evidence that the owner was not the driver at the time of the alleged violation.

Sec. 8-72 – Speeding.

- (a) *Violations.*
- (1) For a speeding violation of less than ten (10) miles per hour over the reasonable and prudent speed under a county or town traffic regulation or under state law through the use of an automated vehicle identification system, the violation shall be cited as follows:
 - a. For the registered owner's first offense, a written warning with no penalty of surcharge; and
 - b. For the registered owner's second or subsequent offense, a Notice of Violation.
 - (2) For a speeding violation of more than ten (10) miles per hour over the reasonable and prudent speed under a county or town traffic regulation or under state law through the use of an automated vehicle identification system, the Town shall issue the registered owner a Notice of Violation.
- (b) *Civil Penalty.* The maximum civil penalty for a speeding violation under this Section, including any surcharge, is forty dollars (\$40.00), unless the

violation is within a school zone, in which case the maximum penalty shall be eighty dollars (\$80.00). However, a violation that occurs within a maintenance, construction, or repair zone designated pursuant to C.R.S. § 42-4-614 may be subject to a civil penalty of eighty dollars (\$80.00).

- (c) *Signage.* The Town shall place an appropriate temporary or permanent sign in conspicuous place not fewer than 300 feet before the area in which the automated vehicle identification system is to be used to notify the public that an automated vehicle identification system is in use immediately ahead.

Sec. 8-73 – Disobedience to a Traffic Control Signal.

- (a) If the Town detects a violation of a municipal traffic regulation or traffic violation under state law for disobedience to a traffic control signal through the use of an automated vehicle identification system, the maximum penalty, including any surcharge, is seventy-five dollars (\$75.00).
- (b) The Town shall not use an automated vehicle identification system designed to detect disobedience to a traffic control signal or other violation of a local traffic ordinance unless the Town posts a sign notifying the public that an automated vehicle identification system is in use immediately ahead. Such sign shall:
 - (1) Be placed in a conspicuous location not less than 200 feet and not more than 500 feet before the automated vehicle identification system; and
 - (2) Use lettering that is at least four (4) inches high for upper case letters and two and nine-tenths (2 and 9/10) inches high for lower case letters.

Sec. 8-74 – Automated Vehicle Identification System Corridors.

- (a) Pursuant to C.R.S. § 42-4-110.5(2)(g)(I), the Town identifies the following corridors as automated vehicle identification system corridors:
 - (1) That portion of Colorado Highway 9 (CO9) from the intersection of US Highway 285 to the corporate Town limits.
 - (2) All of US Highway 285 that is inside the corporate Town limits from Platte Drive on the South to Park County Road #3 on the North.
- (b) Prior to using an automated vehicle identification system on an automated vehicle identification system corridor, the Town shall post a permanent sign not fewer than 300 feet before the beginning of such corridor and a permanent sign not fewer than 300 feet before each camera within the corridor or a temporary sign fewer than 300 feet before any mobile camera.

- (c) The Town shall illustrate, through data collected within the past five (5) years, incidents of crashes, speeding, reckless driving, or community complaints on the streets designated as an automated vehicle identification system corridor.
- (d) The Town will coordinate with the Department of Transportation and Colorado State Patrol in designated corridors.
- (e) The Town will publish a report on its website disclosing the number of citations and revenue generated by the automated vehicle identification system corridor.
- (f) The Town shall not locate an automated vehicle identification system corridor on any highway that is part of the federal interstate highway system.

Sec. 8-75 – Civil Penalty Assessment Notices.

- (a) If the Town has not received the prescribed civil penalty or written notice requesting a hearing to dispute the alleged violation by the deadline provided in the Notice of Hearing, then the Town shall issue, or cause its vendor to issue, a Civil Penalty Assessment Notice to be served on the registered owner either by first-class mail or personal service.
- (b) The Civil Penalty Assessment Notice shall contain:
 - (1) The name and address of the registered owner of the motor vehicle involved in the alleged violation;
 - (2) The license plate of the motor vehicle involved in the alleged violation;
 - (3) The date, time, and location of the alleged violation;
 - (4) The amount of the civil penalty prescribed for the alleged violation;
 - (5) The deadline for payment of the prescribed civil penalty; and
 - (6) Information on how to pay the prescribed civil penalty.
- (c) If the registered owner fails to pay the full prescribed civil penalty by the deadline stated in the Civil Penalty Assessment Notice, a final order of liability shall be entered against the registered owner of the vehicle. The final order must be personally served to the registered owner. Final orders of liability may be appealed as to matters of law and fact to the Fairplay Municipal Court.

- (d) The Town may initiate or pursue a collection action against the registered owner of a motor vehicle for debt resulting from the final order of liability.
- (e) The Town shall not report to the Department of Transportation any conviction or entry of judgment against a defendant for a violation of a municipal traffic regulation or traffic violation under state law if the violation was detected through the use of an automated vehicle identification system.
- (f) If the registered owner fails to pay the full prescribed civil penalty, the Town shall not attempt to enforce the penalty by immobilizing the registered vehicle owner's vehicle.

Sec. 8-76 – Vendors.

- (a) No portion of any fine collected through the use of an automated vehicle identification system may be paid to the manufacturer or vendor of the automated vehicle identification system equipment. The compensation to such vendor by the Town shall be based on the value of such equipment and the value of any services provided and may not be based on the number of traffic citations issued or the revenue generated by such equipment or services.

Sec. 8-77 – Data Retention.

- (a) The Town shall:
 - (1) Program the automated vehicle identification system to retain data only when a violation of a county or municipal traffic regulation or traffic violation under state law occurs;
 - (2) Treat all photographs and video collected by the automated vehicle identification system as confidential and exempt from disclosure and inspection pursuant to the "Colorado Open Records Act" part 2 of Article 72, Title 24, C.R.S.;
 - (3) Not use, disclose, sell, or permit access to photographs, video, or personal identifiable data collected by the automated vehicle identification system except to the extent necessary to operate the program, including for purposes of processing violations, for other law enforcement purposes, for transferring data to a new vendor or operating system, or, pursuant to a court order, for use in unrelated legal proceedings; and
 - (4) Destroy any photographs and video of a violation collected by the automated vehicle identification system within three (3) years after the final disposition of the violation unless the photographs or video

are maintained in a separate system for other purposes allowed by law.

INTRODUCED, READ AND PASSED, ADOPTED AND ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the Town of Fairplay by the Board of Trustees this _____ day of _____, 2024.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 43
Series of 2024**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING AN AGREEMENT WITH EMERGENT ENFORCEMENT SOLUTIONS, LLC FOR AUTOMATED TRAFFIC ENFORCEMENT SYSTEMS AND SERVICES.

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

WHEREAS, the Board of Trustees has been requested by the Fairplay Police Department to implement use of unmanned speed enforcement in order to promote traffic safety within the corporate Town limits; and

WHEREAS, Emergent Enforcement Solutions, LLC, represents it has the ability and is qualified to provide such systems and services for the Town of Fairplay; and

WHEREAS, the Fairplay Board of Trustees desires to enter into an Agreement with Emergent Enforcement Solutions, LLC for said services.

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

SECTION 1. The Automated Traffic Enforcement System Agreement attached hereto as “**EXHIBIT A**” is hereby approved and the Mayor is authorized to execute same on behalf of the Town of Fairplay.

RESOLVED, APPROVED, and ADOPTED this 2nd day of December, 2024.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

AUTOMATED TRAFFIC ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT is made and entered into this 3 day of November, 2024 (the "Effective Date"), by and between **Emergent Enforcement Solutions LLC** (hereinafter "EES"), and the Town of Fairplay, Colorado (hereinafter the "Town") (each a "Party" and collectively the "Parties").

WHEREAS, EES has the legal possession and processes referred to collectively as the "Automated Traffic Enforcement System" (herein "ATE System");

WHEREAS, the Town desires to use the ATE System to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety; and

WHEREAS, the Town affirms it has no other such equipment or service provider and the representative of the Town identified above has the right, power and authority to execute this Agreement.

NOW THEREFORE, the parties agree as follows:

A. DEFINITIONS.

As used in this Agreement, the following words and terms shall apply:

"Agency" means the Town of Fairplay Police Department, designated by the Town to perform its obligations pursuant to this Agreement.

"ATE System" means Automated Traffic Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such date and location with images of such vehicle.

"Batch" means violations processed and approved by the ATE System.

"Notice of Vehicle Ordinance Violation" means a Notice of Violation or Citation issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to an infraction evidenced by the ATE System.

"Person" or "persons" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority, or political subdivision thereof or any other form of entity.

"Spoiled Citation" means any valid citation, excluding warning citations, which is terminated by the Agency.

"Violation" means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit.

B. TERM, TERMINATION, AGREEMENT & DELIVERABLES.

1. **TERM:** This Agreement shall commence on the Effective Date and shall continue for one (1) year. This Agreement shall be automatically renewed for a term of one (1) year unless terminated as provided herein.
2. **TERMINATION:** Either Party may terminate this Agreement for any reason upon 30 days advance written notice; however, the Town shall owe payment for all outstanding tickets processed by EES prior to termination.
3. **EES DELIVERABLES & AGREEMENTS:**
 - a. EES is providing one (1) Kustom Signals LC4 and one (1) Docking Station at no additional cost.
 - b. EES shall provide a Violation Management System that allows the municipality to process the violations and maintains video evidence of the violation.
 - c. EES shall provide system back-office training and officer handheld LC4 training as required, subject to EES availability.
 - d. EES shall provide turnkey automated mail services integrated into the back-office software.
 - e. EES shall provide a staffing solution to perform adjudication services if the Town elects Option 2 in Section 7 below.
 - f. EES shall provide software maintenance and hardware maintenance as deemed necessary by EES.
 - g. EES shall provide violation storage and provide court access to videos.
 - h. EES has the ability to further program the EES software to provide additional services and/or reports, with such additional programming, services and/or reports to be performed by EES upon an additional separate agreement with the Town concerning the scope of the additional programming and the price to be paid therefore.
 - i. EES hereby acknowledges and agrees that the decision to issue a Notice of Violation shall be the sole, unilateral and exclusive decision of the authorized officer of the Town in such officer's sole discretion, and in no event shall EES have the ability or authorization to make a Notice of Violation decision.
4. **CLIENT AGREEMENTS:**
 - a. The Town agrees to consult with EES concerning compatibility prior to purchasing the necessary hardware to integrate with ATE System.
 - b. The Town shall pay for or replace all EES equipment damaged by the Town.
 - c. The Town shall ensure the programs and their enforcement procedures comply with all applicable laws, ordinances and/or policies.
 - d. The Town will be solely responsible for all placement of warning signs in strict compliance with Colorado Department of Transportation regulations, and all other applicable laws and/or ordinances.
 - e. The Agency agrees to participate in the training program identified in Section B(3)(c).
 - f. An authorized Chief executive officer/commissioner ("Chief") for the Agency shall sign off on the citation template, which will include site locations, court dates, court procedures and fees, phone number, address, etc.
 - g. The Agency shall agree to execute Batch uploads into an online payment portal within forty-eight (48) hours of receiving the batches from our system. If a batch upload has to be terminated due to error or

any other cause attributable to the Agency the following provisions shall apply:

- Option 1 Payment: If the Agency has selected Option 1 for payment, and a batch upload has to be terminated due to error or any other cause attributable to the Agency, EES shall still be entitled to recover its fee as agreed upon in Option 1. If the Agency requests EES resend such citations, the Town shall pay EES to resend the citations at the provided hourly rate for Option 1.
 - Option 2 Payment: If the agency has selected Option 2 for payment, and a batch upload has to be terminated due to error or any other cause attributable to the Agency, EES shall still be entitled to recover its fee as agreed upon in Option 2. If the Agency requests EES resend such citations, the Town shall pay EES to resend the citations at the provided hourly rate for Option 2.
- h. The Agency shall agree to answer calls and help instruct violators to pay online on a daily basis, including working with violators to determine if a citation is an error and should be dismissed.
 - i. The Agency shall attempt to determine the proper addressee on all “return to sender” citations and resend those violations to the correct address. If unsuccessful in determining a correct address, those violations will be turned over to collections to a qualified collection agency of the Town’s choice. However, any collection action against a registered owner of a motor vehicle can only occur once the registered owner is personally served the notice of violation.
 - j. Once the collection agency has collected a debt, the collection agency shall pay the Town.
 - k. The Agency shall determine and properly apply the applicable legal standard for transfer of liability, which may apply to rental car and lease companies and a court decision in custody cases of property, e.g. a registered owner allowed a mechanic to fix his car and the car was test driven when the violation was captured.
 - l. The Town shall pay all invoices owed to EES within thirty (30) days of the receipt thereof.
 - m. Comply with all other obligations specified herein.

5. WARNING CITATIONS & SPOILING CITATIONS

Our system provides warning citations. If the Town decides that a violator should receive a warning instead of a fine the Town may issue a warning citation. Warning citations increase public safety by letting the violator know that they were observed speeding on the Town’s roadway. The Town increases “goodwill” because the violator understands that you are asking them to slow down, but you are giving them a chance to comply without being fined.

Warning citations will not go through the online payment portal, because there is no fine to collect and no court date to facilitate. EES will keep track of the number of warning citations issued each month. The Town shall pay EES for the costs for processing the warning citations or spoiled citations, which shall be billed hourly based on the option selected by the Town below.

EES will not issue citations for unreadable plates, emergency vehicles and/or any other criteria specified by the Town in writing.

6. ASSIGNMENT AND EFFECT OF AGREEMENT

EES shall not assign all or any portion of this Agreement without the prior written consent of the Town. The Town hereby acknowledges that the performance of EES's equipment and obligations pursuant to this Agreement require a significant investment by EES, and that, in order to finance such investment, EES may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. EES shall not assign or pledge its rights under this Agreement in connection with any financing without the prior written consent of the Town. This Agreement shall inure to the benefit of and be binding upon all of the Parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

7. FEES AND PAYMENT

EES has developed two (2) cost structures: Option 1, which requires a payment of Two Hundred Dollars and No Cents (\$200.00) per hour EES spends providing its services to the Town, which may include, but is not limited to, processing and issuing citations pursuant to this Agreement. Should the Town select Option 1, it shall be required to utilize its own state switch connection and provide its own staffing for adjudication purposes. Option 2, which requires a payment of Two Hundred Eighty Dollars and No Cents (\$280.00) per hour EES spends providing its services to the Town, which may include, but is not limited to, processing and issuing citations pursuant to this Agreement. Should the Town select Option 2, EES will provide a DMV connection and EES shall provide a staffing solution for adjudication purposes. The Parties agree that the Town may change between either Option 1 or Option 2 at any point during the term of this Agreement; however, the Town must provide thirty (30) days' notice prior to the change to update the software.

THE TOWN HEREBY ELECTS OPTION 2: Payment of \$280.00/hour and EES provides a DMV connection and staffing for adjudication purposes.

If the Town elects to utilize EES' payment portal, EES shall collect and accumulate all violation payments and will disburse the Town's citation revenue from received payments on a weekly basis.

The payment options above differ based on whether the Town is providing access to the Colorado state switch connection or whether EES is providing access to the Colorado state switch connection.

8. AVAILABILITY OF INFORMATION

EES agrees that all relevant information obtained by EES through operation of the ATE System shall be made available to the Town at any time during EES's normal working hours upon forty-eight (48) hour notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notice of Vehicle Ordinance Violation or the fulfillment of EES's obligations to the Town under this Agreement.

9. OWNERSHIP OF SYSTEM

It is understood by the Town that the ATE System and all associated hardware and software being provided by EES is, and shall remain, the sole property of EES unless any such hardware is separately procured and/or paid for by the Town. The ATE System is being provided to the Town only during the Term of this Agreement and any extension thereof and expressly pursuant to the terms of this Agreement. The Town agrees that it shall not make any modifications to EES's equipment, nor disassemble or perform any type of reverse engineering to the ATE System, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The Town acknowledges that the ATE System constitutes confidential information of EES and agrees to not disclose or allow any Person within its control to disclose any information concerning the same. The Parties agree that upon termination of this Agreement as described in Section B(2), EES shall have the right to recover all equipment provided within thirty (30) days' notice to the Town.

10. ASSURANCES & INDEMNIFICATION

The Town and EES shall at all times comply with all federal, state, and local laws, ordinances, and regulations. The Town acknowledges that it reasonably believes the ATE System and associated citations, procedures comply with federal, state, and local laws and ordinances. The Town shall comply with the maintenance procedures and manufacturer recommendations for operation of the ATE System and associated equipment. EES shall indemnify and hold harmless the Town against any claims by any party arising from or attributable to any claims as a result of the gross negligence or willful misconduct of the EES, its officers and directors, agents, attorneys, and employees.

The Town shall hold harmless EES against any claims by any party arising from or attributable to:

- a. The Town violating any federal, state, and local laws, ordinances, and regulations arising from or pertaining to this Agreement;
- b. Any claims arising from violations that are not the result of EES's failure to follow proper maintenance procedures and manufacturer recommendations for operation of the equipment;
- c. Any claims as a result of the negligence or willful misconduct of the Town, its officers and directors, agents, attorneys, and employees.

11. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

12. FORCE MAJEURE

Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. Any Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

13. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper Party at the address set forth in Section 21 below.

14. DISPUTE RESOLUTION

Both Parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the Parties and to be followed if necessary by professionally-assisted mediation within forty-five (45) days. The Parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each Party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

Only if any such mediation is unsuccessful shall the Parties be entitled to commence litigation, the venue for which shall be a court of competent jurisdiction for Park County, Colorado.

The prevailing Party in any such litigation shall be entitled to recover its reasonable costs and reasonable attorney's fees.

15. ADDITIONAL SERVICES

Additional systems and services provided by EES may be added to this Agreement by mutual consent of the Parties in writing as an addendum to this Agreement.

16. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.

17. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the Parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

18. AUDIT RIGHTS

Each Party shall have the right to audit the records of the other Party pertaining to the citations issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

19. COVENANT OF FURTHER ASSURANCES

All Parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all

certificates, instruments, and other documents that may be necessary or appropriate to carry out any of the terms, conditions, and provisions hereto or to carry out the intent of this Agreement.

20. NO AGENCY

The relationship between the Parties shall be that of independent contractors, and the employees, agents, and servants of either Party shall in no event be considered to be employees, agents, or servants of the other Party. This Agreement shall not create an agency relationship between EES and the Town and neither Party may incur any debts or liabilities or obligations on behalf of the other Party, except as specifically provided herein.

21. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first-class mail, or by certified or registered mail to the parties at the following address:

Emergent Enforcement Solutions LLC: 860 Sloan Rd. Mansfield, Louisiana 71052.

The Town: 901 Main, Box 267, Fairplay, CO 80440.

22. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition, or provision of this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the Parties as expressed in this Agreement.

23. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Colorado, without regard to conflict of laws principles.

24. ANNUAL APPROPRIATION

Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

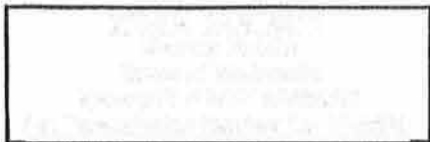
25. GOVERNMENTAL IMMUNITY

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

Janell Sciacca, Town Clerk

_____)

RUSSELL W. SARELY





**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, December 2, 2024, at 6:00 P.M. in the
Fairplay Town Hall Board Room, 901 Main St, Fairplay, CO**
[Join the TEAMS Meeting](#) (Meeting ID: 235 582 912 177 / Passcode: 5Rs9GA7x)

5:00 PM WORK SESSION – 2024 AMENDED AND 2025 PROPOSED BUDGET.

(Work Sessions are not Broadcast or Recorded)

- I. 6:00 PM CALL TO ORDER, ROLL CALL & PLEDGE OF ALLEGIANCE**
- II. APPROVAL OF AGENDA**
- III. 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 EXPENDITURES** – Paid bills for all Town funds from November 15, 2024, through November 26, 2024, in the amount of **\$29,340.56.**
- IV. 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.*
- V. PROCLAMATIONS, PRESENTATIONS & UPDATES**
 - A.** Engagement and acknowledgement of local business owners.
- VI. PUBLIC HEARINGS**
 - A. CONTINUED FROM NOVEMBER 18, 2024 – THIRD READING – 2024FY Amended Budget and 2025FY Proposed Budget for all Funds of the Town of Fairplay, Colorado.** *The Board will conduct the 3rd Public Hearing on the proposed 2024 Amended Budget and the proposed 2025 Budget.*
 - B. FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Ordinance No. 9, Series of 2024, entitled “**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AMENDING CHAPTER 8 OF THE MUNICIPAL CODE OF THE TOWN OF FAIRPLAY TO ESTABLISH AUTOMATED VEHICLE IDENTIFICATION SYSTEM CORRIDORS TO PROMOTE TRAFFIC SAFETY.”?** *The Board will consider an Ordinance establishing Automated Vehicle Identification System corridors (photo radar) on CO9 and US285.*
- VII. NEW BUSINESS**
 - A. FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 42, Series of 2024, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING AN AGREEMENT WITH EMERGENT ENFORCEMENT SOLUTIONS, LLC FOR AUTOMATED TRAFFIC ENFORCEMENT SYSTEMS AND SERVICES.** *The Board will consider a recommendation from Staff to award a proposal for legal counsel services and appoint a new Town Attorney.*
- VIII. STAFF AND BOARD OF TRUSTEE REPORTS**
 - A.** Continued budget discussions. (If necessary)
- IX. ADJOURNMENT.**

Upcoming Meetings / Important Dates

A Real Colorado Christmas Celebration & Festival of Trees	December 7, 2024
Holiday Bazaar & Chili Cook-Off	December 7, 2024
Board of Trustees Regular Meeting	December 16, 2024
Christmas Eve and Christmas Day Holiday (Town Offices Closed)	December 24-25, 2024
New Year’s Holiday (Town Offices Closed)	January 1, 2025
Board of Trustees Regular Meeting	January 6, 2025
Board of Trustees Regular Meeting	January 20, 2025