

1. Meeting Materials

Documents:

[NOVEMBER_18_2024_PACKET.PDF](#)
[NOVEMBER_18_2024_AGENDA \(1\).PDF](#)



AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, November 18, 2024, at 6:00 P.M. in the
Fairplay Town Hall Board Room, 901 Main St, Fairplay, CO
[Join the TEAMS Meeting](#) (Meeting ID: 249 241 151 420 / Passcode: 5AHF8M)

5:00 PM WORK SESSION REGARDING UTILITY FUND & CAPITAL PROJECTS.

- 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 1, 2024, through November 14, 2024, in the amount of **\$62,724.76.**
 - B. APPROVAL OF PRIOR MEETING MINUTES FOR:**
 1. July 15, 2024 Regular Meeting
 2. August 5, 2024 Regular Meeting
 3. August 19, 2024 Regular Meeting
 4. September 9, 2024 Special Meeting
- 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.** Introduction of Kari Shea and Amanda Karger from Accounting Firm of Plante Moran with Update on Reconciliation.
- VI. PUBLIC HEARINGS**
 - A. CONTINUED FROM NOVEMBER 4, 2024 – SECOND READING – 2024FY Amended Budget and 2025FY Proposed Budget for all Funds of the Town of Fairplay, Colorado.** *The Board will conduct the 2nd Public Hearing on the proposed 2024 Amended Budget and the proposed 2025 Budget.*
- VII. NEW BUSINESS**
 - A. FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 41, Series of 2024, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ACCEPTING A PROPOSAL FROM HINKLE AND COMPANY, P.C., FOR AUDITING SERVICES AND AUTHORIZING THE EXECUTION OF A RELATED PROFESSIONAL SERVICES AGREEMENT.** *The Board will consider a recommendation from Staff to award a proposal for annual Audit services.*
 - B. 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, ACCEPTING A PROPOSAL FROM MURRAY DAHL BEERY RENAUD, LLP, FOR TOWN ATTORNEY SERVICES, AUTHORIZING THE EXECUTION OF A RELATED PROFESSIONAL LEGAL SERVICES AGREEMENT AND APPOINTING JOSEPH RIVERA TOWN ATTORNEY.** *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.** Update on PRV Vaults Service by Pipestone and Validation Testing by SGM for Water Model.
 - B.** Continued review and discussions on proposed revisions to the Town of Fairplay Employee Handbook with specific focus on revisions to Paid Time Off / Leave.
- IX. ADJOURNMENT.**

Upcoming Meetings / Important Dates

Thanksgiving Holiday (Town Offices Closed)	November 28-29, 2024
Board of Trustees Regular Meeting	December 2, 2024
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

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Multiple 11/07/2024 11/07/2024	20745 20765 20765	Caselle, Inc	Monthly Support & maint N Monthly Support & maint N Monthly Support & maint N	1 1 2	11/01/2024 11/01/2024 11/01/2024	.00 788.50 802.50	105060 105060 517206
Total 334:						1,591.00	
11/06/2024	20747	Crimestar	Annual System Support	1	10/14/2024	400.00	105465
Total 628:						400.00	
11/06/2024	20754	O'Rourke Media Group, LL	Melo Rezone - Public Notic	1	10/31/2024	16.51	106125
Total 868:						16.51	
11/06/2024	20749	Ferrellgas	propane - water plant	1	11/06/2024	610.24	517495
Total 916:						610.24	
11/14/2024 11/14/2024	20777 20777	Postal Pros Southwest, Inc	water billing postage water billing postage	1 1	11/13/2024 11/13/2024	311.19 128.15	517218 517218
Total 1699:						439.34	
11/14/2024 Multiple	20780 20468	Town of Fairplay	501 Main Street Burro Days Long Race - C	1 1	10/31/2024 07/28/2024	189.17 .00	105195 104756
							104756
Multiple	20469		Burro Days Long Race - C	1	07/28/2024	.00	104756
							104756
Multiple	20470		Burro Days Long Race - C	1	07/28/2024	.00	104756
							104756
Total 2134:						189.17	
11/14/2024 11/14/2024	20782 20782	Utility Notification Center	locates locates	1 1	10/31/2024 10/31/2024	34.83 42.57	517455 517650
Total 2194:						77.40	
11/06/2024 11/06/2024 11/06/2024 11/06/2024 11/06/2024 11/06/2024 11/06/2024 11/14/2024	20764 20764 20764 20764 20764 20764 20764 20783	Xcel Energy	1190 Castello 200 2nd St Fair fairplay street Lights Street Lights and Sign 589 Platte Dr. Beach 419 Front Street fairplay street Lights	1 2 3 4 5 6 1	10/23/2024 10/23/2024 10/23/2024 10/23/2024 10/23/2024 10/23/2024 11/01/2024	68.14 101.17 67.02 13.04 13.04 13.62 1,005.72	105650 517470 105640 105640 105841 105640 105640
Total 2296:						1,281.75	
11/14/2024 11/14/2024	20769 20769	Family Support Registry	15890460 14882492	1 1	11/15/2024 11/15/2024	285.69 210.00	102265 102265
Total 2456:						495.69	
11/14/2024	20774	Mayberry & Company, LLC	2023 FY Audit Expense	1	11/14/2024	1,250.00	517320

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
11/14/2024	20774		2023 FY Audit Expense	2	11/14/2024	1,250.00	106117
Total 2649:						2,500.00	
11/14/2024	20779	The Emblem Authority	FPD Patches	1	10/10/2024	370.00	105497
11/06/2024	20760		FPD Patches	1	10/31/2024	370.00	105497
Total 2693:						740.00	
11/06/2024	20746	Colorado Natural Gas, Inc.	WWTP	1	11/04/2024	1,198.86	517680
11/06/2024	20746		PW office	1	11/04/2024	117.19	105650
11/06/2024	20746		PW shop	1	11/04/2024	364.14	105650
11/06/2024	20746		901 Main Street	1	11/04/2024	131.99	105023
11/14/2024	20768		501 Main Street	1	11/04/2024	235.00	105120
11/06/2024	20746		501 Main Street	1	11/04/2024	235.00	105120
Total 2728:						2,282.18	
11/14/2024	20778	Psychological Dimensions,	psych evaluations	1	11/11/2024	425.00	105480
Total 2816:						425.00	
11/14/2024	20767	Colorado Analytical Lab	required drinking water test	1	10/21/2024	64.00	517475
11/14/2024	20767		required drinking water test	1	11/11/2024	24.00	517475
Total 2864:						88.00	
11/06/2024	20761	Triangle Electric, Inc.	Electric Repair - Lightning	1	11/04/2024	6,560.82	517625
11/14/2024	20781		Pump #3 Electrical Repairs	1	11/04/2024	1,760.00	517465
Total 2876:						8,320.82	
11/06/2024	20756	Pavement Maintenance Se	Asphalt Patching 4th & 6th	1	10/29/2024	500.00	105670
Total 2897:						500.00	
11/06/2024	20747	Tracy Loughlin	Burro Race Long 3rd	1	07/28/2024	500.00	104756
Total 2925:						500.00	
11/06/2024	20755	Hal Walter	burro Race Short 6th	1	07/28/2024	100.00	104756
Total 2926:						100.00	
11/06/2024	20746	Bob Sweeney	Burro Race Long 2nd	1	07/28/2024	800.00	104756
Total 3034:						800.00	
11/06/2024	20758	Denise Klinger	Guess Winning Time Burro	1	07/28/2024	500.00	104756
Total 3038:						500.00	
11/06/2024	20752	Lexipol, LLC	Lexipro Memebership	1	11/06/2024	3,078.35	105465
Total 3096:						3,078.35	
11/06/2024	20751	Hunn Planning & Policy, LL	General Planning svcs Se	1	10/07/2024	899.17	105105

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
11/06/2024	20751		Bill Back - Melo, Beck & St	2	10/07/2024	393.75	105107
11/06/2024	20751		General Planning svcs Oct	1	10/31/2024	1,843.75	105105
11/06/2024	20751		Bill Back - SPHSD, Beck	2	10/31/2024	1,518.75	105105
Total 3183:						4,655.42	
11/06/2024	20751	Joe Polonsky	Burro Race Short 2nd	1	07/28/2024	350.00	104756
Total 3224:						350.00	
11/06/2024	20749	Roger Pedretti	Burro Race Long 5th	1	07/28/2024	200.00	104756
Total 3227:						200.00	
11/06/2024	20748	Ernst, Sarah	Ernst - Wellness Reimburs	1	11/05/2024	430.58	105010
11/06/2024	20748		cell phone reimburse	1	11/06/2024	50.00	105065
Total 3313:						480.58	
Multiple	20745	Marvin Sandoval	Burro Days Long Race 1st	1	07/28/2024	.00	104756
Total 3338:						.00	
11/06/2024	20757	David Carner	Burro Race Short 8th	1	07/28/2024	50.00	104756
Total 3342:						50.00	
11/06/2024	20756	Roland Brodeur	Burro Race Short 7th	1	07/28/2024	75.00	104756
Total 3343:						75.00	
11/06/2024	20753	Mountain Essentials	estip 3rd quarter 2024 Mtn	1	11/06/2024	1,458.80	105076
Total 3370:						1,458.80	
11/14/2024	20776	Park County Government	Internet	1	11/01/2024	52.50	105065
11/14/2024	20776		Internet	2	11/01/2024	52.50	105455
11/14/2024	20776		Internet	3	11/01/2024	105.00	517226
Total 3381:						210.00	
11/14/2024	20771	Hayes Poznanovic Korver	legal Services Oct 2024 UF	1	11/08/2024	46.00	517360
Total 3518:						46.00	
11/06/2024	20757	Phoenix Technology Group	Desktop - UPS Waste Wat	1	10/30/2024	232.67	517625
Total 3580:						232.67	
11/07/2024	20766	Sciacca, Janell	Town Hall Toilet Paper& KI	1	11/02/2024	47.98	105027
Total 3583:						47.98	
11/14/2024	20775	MissionSquare Retirement	Annual 401A plan fee GF	1	10/28/2024	125.00	105002
11/14/2024	20775		Annual 401 A Plan Fee UF	2	10/28/2024	125.00	517002

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3587:						250.00	
11/14/2024	20770	Hardesty Engineering and	On-Call Engineering Fees	1	10/31/2024	1,336.73	517350
Total 3618:						1,336.73	
11/06/2024	20752	Jon Roberts	Burro race Short 3rd	1	07/28/2024	250.00	104756
Total 3635:						250.00	
11/06/2024	20748	Alexis Knight	Burro Race Long 4th	1	07/28/2024	300.00	104756
Total 3640:						300.00	
11/06/2024	20755	Otto's	Estip 3rd Quarter 2024 Ott	1	11/06/2024	9,853.60	105076
Total 3651:						9,853.60	
11/06/2024	20762	Tri-Tech Forensics, Inc.	CBI Test	1	09/06/2024	59.00	105475
Total 3707:						59.00	
11/06/2024	20763	Utopia Fairplay, Inc.	Vehical Maint 2018 Tahoe	1	10/31/2024	257.31	105420
Total 3718:						257.31	
11/06/2024	20750	Jeremiah Swartzlender	Burro Race Short 1st	1	07/28/2024	500.00	104756
Total 3741:						500.00	
11/06/2024	20758	Plante Moran	Contract Accounthng Servic	1	11/01/2024	14,677.50	105070
Total 3774:						14,677.50	
11/14/2024	20773	Iron Mountain	records stroage fees Nov 2	1	10/31/2024	203.87	105070
Total 3789:						203.87	
11/06/2024	20750	Highline	Internet 501 Main	1	11/01/2024	196.00	105195
Total 3855:						196.00	
11/14/2024	20772	HomeServe USA	ServLine Oct. 24 Coverage	1	11/14/2024	1,702.65	517350
Total 3870:						1,702.65	
11/06/2024	20759	SPARTAN DEFENSE LLC	Optics Mounting Plate	1	10/29/2024	46.20	105450
Total 3889:						46.20	
11/06/2024	20753	Wayne Blom	Burro Race Short 4th	1	07/28/2024	200.00	104756
Total 3890:						200.00	
11/06/2024	20754	Harrison Walter	Burro Race Short 5th	1	07/28/2024	150.00	104756

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3891:						150.00	
Grand Totals:						62,724.76	

Report Criteria:
Detail report type printed

OPENING - Budget Hearings

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.

GENERAL FUND BUDGET						
Account #	Account Description	2022 Audited Final	2023 PRELIM Audited	2024 Budgeted	2024 Amended	2025 Proposed
GENERAL FUND - REVENUE	BEGINNING FUND BALANCE	\$ 2,056,902	\$ 3,101,294	\$ 3,993,280	\$ 604,556	\$ (236,359)
	TAXES					
10-40-05	AD VALOREM TAX (Current Taxes)	234,253	236,521	235,000	325,000	300,000
10-40-10	SPEC. OWNERSHIP TAX (SO Taxes)	28,860	28,947	27,000	18,000	15,000
10-40-30	INTEREST ON PROPERTY TAX (Interest)	737	882	600	600	100
10-40-40	DELINQUENT TAXES	300	-	-	-	-
10-40-55	50% SHAREBACK OF R&B LEVY	8,125	6,986	9,000	5,000	8,000
10-40-60	MOTOR VEHICLE REGISTRATION (Dis Lic Fees)	4,199	3,888	4,000	2,500	2,000
10-40-70	SALES TAX (.75)	1,566,501	1,596,916	1,500,000	1,400,000	1,400,000
10-40-75	SALES TAX - STREETS (.25)	522,167	532,305	500,000	425,000	400,000
10-40-80	HIGHWAY USER'S TAX	37,564	38,382	37,500	35,000	35,000
10-40-85	SEVERANCE TAX	11,678	13,919	500	14,000	12,000
10-40-86	MINERAL LEASE REVENUE	581	1,201	500	913	500
10-40-90	CIGARETTE TAX	3,434	4,504	2,500	1,500	1,500
10-40-96	LODGING TAX	52,596	48,875	60,000	45,000	40,000
	TOTAL	\$ 2,470,995	\$ 2,513,326	\$ 2,376,600	\$ 2,272,513	\$ 2,214,100
	LICENSES					
10-41-10	LIQUOR LICENSES	5,783	4,159	4,000	6,000	3,000
10-41-30	DOG LICENSES	98	130	200	80	100
10-41-32	LIVESTOCK PERMIT	75	25	50	-	50
10-41-34	COMMERCIAL FLY FISHING PERMIT	450	1,050	750	1,000	1,000
10-41-39	PLAN REVIEW FEE		9,407	10,500	-	-
10-41-40	*BUILDING PERMITS	14,567	29,190	30,000	4,500	5,000
10-41-41	* SURCHARGE: STREETS 5%	968	1,458	1,500	300	1,000
10-41-42	* SURCHARGE: PARKS & REC 5%	968	1,458	1,500	300	1,000
10-41-45	EZ BUILDINGS PERMITS	-	375	500	-	-
10-41-50	FRANCHISE TAX (Xcel 3% Fee) (CNG 5%)	74,719	84,998	70,000	70,000	75,000
10-41-60	GOLD PANNING PERMITS/DONATIONS	8,350	6,875	6,000	8,500	7,000
10-41-70	BUSINESS LICENSES	7,100	12,275	6,000	6,500	6,000
10-41-74	SHORT TERM RENTAL PERMIT	4,500	6,600	6,000	4,500	4,500
10-41-80	SIGN PERMITS	762	-	-	200	200
*10-41-90	* EXCAVATION PERMITS	539	-	-	-	-
*10-41-92	* MECHANICAL PERMIT/ELECTRICAL	983	-	-	2,000	-
*10-41-94	* STREET CUT	500	-	-	-	-
*10-41-96	* FENCE PERMIT	290	-	-	75	-
10-41-97	SPECIAL EVENTS PERMIT	1,780	1,210	1,500	700	-
*10-41-98	* RESIDE/REROOF PERMIT	3,900	-	-	275	-
	TOTAL	\$ 126,330	\$ 159,210	\$ 138,500	\$ 104,930	\$ 103,850
	FEES					
10-42-75	PLANNING & DEVELOPMENT FEES	2,575	2,010	3,000	4,517	4,000
10-42-80	PLASTIC BAG FEES		3,304	6,000	2,150	1,000
10-42-90	COPIES & FAXES	231	52	75	-	-
	IMPACT FEES - PUBLIC SAFETY				-	-
	IMPACT FEES - STORM DRAINAGE & STREETS				-	-
	IMPACT FEES - FACILITIES				-	-
	IMPACT FEES - PARKS				-	-
	TOTAL	\$ 2,806	\$ 5,366	\$ 9,075	\$ 6,667	\$ 5,000
	TRANSPORTATION					
10-43-05	RIDERSHIP REVENUE	-	-	-	-	-
10-43-10	GRANT REVENUE			100,120	-	100,120
10-43-90	MISCELLANEOUS REVENUE	-	(265)	-	-	-
	TOTAL	\$ -	\$ (265)	\$ 100,120	\$ -	\$ 100,120
	LAW ENFORCEMENT					
10-45-05	TRAFFIC FINES	7,630	7,225	9,000	20,000	20,000
10-45-10	SURCHARGE: POLICE TRAINING (\$15.00)	1,432	1,425	1,500	3,000	3,500
10-45-15	COURT COSTS \$31.00	310	434	400	400	300
10-45-20	DEFAULT/OJW FEES \$30.00	-	-	-	75	30
10-45-25	FUEL SURCHARGE (\$2.50)				200	500
10-45-30	OTHER FINES	100	260	400	175	200
10-45-35	FACILITIES SURCHARGE (\$7.50)				600	1,500
10-45-45	ALMA IGA				120,000	100,000
10-45-80	VIN INSPECTIONS	3,619	2,180	-	200	200
10-45-90	MISCELLANEOUS	11,267	3,931	1,000	3,000	1,000
10-45-95	GRANTS - EQUIPMENT	30,960	-	-	(345)	-
10-45-96	GRANTS - HVE	-	-	-	900	1,000
	TOTAL	\$ 55,318	\$ 15,455	\$ 12,300	\$ 148,205	\$ 128,230

Account #	Account Description	2022 Audited Final	2023 PRELIM Audited	2024 Budgeted	2024 Amended	2025 Proposed
	INTEREST					
10-46-05	INTEREST ON COLOTRUST	37,599	160,546	140,000	140,000	115,000
10-46-30	INTEREST ON CHECKING	381	394	350	281	250
	TOTAL	\$ 37,980	\$ 160,940	\$ 140,350	\$ 140,281	\$ 115,250
	EVENTS					
10-47-39	FOURTH OF JULY	5,697	7,006	7,000	13,000	7,500
10-47-50	TGIFAIRPLAY SUMMER CONCERTS	16,636	14,696	15,000	11,000	10,000
10-47-52	REAL COLORADO CHRISTMAS	-	-	500	500	500
10-47-56	BURRO DAYS	55,601	73,151	70,000	75,000	45,000
10-47-59	RETAIL SALES	2,284	1,159	2,000	800	2,500
10-47-65	MARDI GRAS	6,200	10,360	15,000	14,500	15,000
	FALL FESTIVAL			0	0	5,000
10-47-90	MISCELLANEOUS REVENUE-EVENTS	-	1,403	-	24,000	0
	TOTAL	\$ 86,418	\$ 107,775	\$ 109,500	\$ 138,800	\$ 85,500
	MISCELLANEOUS					
10-47-00	MISCELLANEOUS INCOME	15,109	48,982	10,000	20,000	10,000
10-47-10	CEMETERY	408	300	300	750	300
10-47-38	TOWN CLEAN UP DONATIONS	135	600	500	900	1,000
10-47-49	STREET LIGHTS	10,930	11,025	10,800	8,100	8,000
10-47-62	501 MAIN - RENT & UTILITY	1,513	1,170	1,500	1,200	1,200
10-47-63	UNIV OF DENVER EXEC ED					8,400
10-47-75	COMMERCIAL FISHING FEES	7,321	8,228	6,000	6,000	6,000
10-47-81	GRANT - COHEN PARK PLAYGROUND	92,739	-	-	-	-
10-47-82	CAMPING PERMITS/FACILITY USE	500	740	700	450	-
10-47-83	GRANT - FEDERAL		-	-	-	-
10-47-86	GRANT - 501 MAIN STREET		-	-	-	-
10-47-88	GRANT - RIVER PARK		-	750,000	1,000,000	-
10-47-91	TOWN HALL RENT REVENUE	12,397	12,397	12,397	12,397	12,397
	TOTAL	\$ 141,052	\$ 83,442	\$ 792,197	\$ 1,049,797	\$ 47,297
	TOTAL GENERAL FUND REVENUE	\$ 2,920,898	\$ 3,045,249	\$ 3,678,642	\$ 3,861,193	\$ 2,799,347
	TOTAL AVAILABLE RESOURCES	\$ 4,977,800	\$ 6,146,543	\$ 7,671,922	\$ 4,465,749	\$ 2,562,988

Account #	Account Description	2022 Audited Final	2023 PRELIM Audited	2024 Budgeted	2024 Amended	2025 Proposed
GENERAL FUND - EXPENSES						
	ADMINISTRATION					
10-50-02	401A EMPLOYER MATCH	3,798	7,349	9,858	10,846	13,750
10-50-05	SALARIES	127,777	253,295	328,600	298,668	275,000
10-50-10	EMPLOYEE HEALTH & WELLNESS	-	3,704	7,000	7,000	15,000
10-50-11	SS/MEDICARE EXPENSE	10,103	19,952	25,468	21,025	21,038
10-50-12	UNEMPLOYMENT EXPENSE	260	558	666	547	550
10-50-13	EMPLOYEE HEALTH INSURANCE	33,760	40,647	57,804	40,492	40,000
10-50-14	WORKER'S COMPENSATION	667	468	789	1,780	2,083
10-50-15	EDUCATION	1,654	4,191	10,000	5,000	10,000
10-50-16	ADMIN VEHICLE	5,885	6,000	6,000	6,000	6,000
10-50-23	TOWN HALL EXPENSE - UTILITIES	7,252	7,109	8,000	8,000	8,000
10-50-25	TOWN HALL EXPENSE - REPAIR/MAINT/CLEANING	4,817	18,401	25,000	65,000	25,000
10-50-27	TOWN HALL EXPENSE - SUPPLIES	895	1,287	1,000	1,200	1,000
10-50-30	OFFICE SUPPLIES	2,901	4,649	4,000	3,000	1,500
10-50-32	EQUIPMENT RENTAL	4,635	6,944	7,100	5,000	5,000
10-50-35	POSTAGE EXPENSE	1,141	426	500	600	500
10-50-40	BANK/CREDIT CARD FEES	4,081	5,306	5,500	3,500	3,500
10-50-50	ELECTION EXPENSE	-	-	3,000	104	-
10-50-55	BOARD OF TRUSTEE SALARIES	1,470	1,755	4,320	2,000	2,000
10-50-57	TOWN ATTORNEY LEGAL SERVICES	16,155	23,805	30,000	17,500	40,000
10-50-58	BUILDING OFFICIAL CONTRACT	11,564	27,182	26,000	11,500	10,000
10-50-60	COMPUTER/SOFTWARE/SUPPORT	52,108	34,203	40,000	35,000	40,000
10-50-65	TELEPHONE/INTERNET	11,265	13,096	12,000	7,500	7,500
10-50-70	MISCELLANEOUS EXPENSE	6,016	21,110	20,000	40,000	40,000
10-50-75	CODIFICATION & WEBSITE	2,051	1,864	20,000	7,500	30,000
10-50-76	ESTIP AGREEMENT	15,915	20,808	20,000	20,000	20,000
10-50-80	VEHICLE RENTAL PAYMENT TO ISF	-	-	-	-	-
10-50-90	CAPITAL OUTLAY	-	36,483	-	-	-
	TOTAL	\$ 326,168	\$ 560,592	\$ 672,605	\$ 618,762	\$ 617,420
GENERAL FUND - EXPENSES						
	COMMUNITY DEVELOPMENT					
10-51-05	PROFESSIONAL FEES	17,692	21,766	80,000	40,000	50,000
10-51-07	PROFESSIONAL FEES-BILL BACKS	-	2,228	-	40,000	35,000
10-51-10	EDUCATION/BENEVOLENCE(Board Members)	6,095	9,907	15,000	15,000	15,000
10-51-20	VISITOR CENTER	4,952	3,126	5,000	10,000	15,000
10-51-30	MARKETING	14,696	14,946	15,000	30,000	15,000
10-51-34	TOWN BEAUTIFICATION	14,524	11,452	15,000	13,000	15,000
10-51-35	TOWN CLEAN UP DAY	7,433	11,926	15,000	16,000	12,000
10-51-40	DUES AND MEMBERSHIPS	625	1,483	5,000	1,500	1,500
10-51-45	WORKFORCE HOUSING	-	4,250	100,000	-	100,000
10-51-75	DONATIONS	3500	2,430	10,000	10,000	10,000
10-51-76	EMERGENCY SUPPLIES	-	-	3,000	3,000	3,000
10-51-80	FAIRPLAY FORWARD PROJECTS	-	-	10,000	-	-
10-51-81	COMP PLAN/LUC UPDATE	0	-	-	-	10,000
10-51-85	PROPERTY IMPROVEMENT INCENTIVE PLAN	3,287	3,836	20,000	9,000	20,000
10-51-86	850 HATHAWAY-BUS BARN	17,958	9,445	-	-	-
10-51-95	501 MAIN STREET -UTILITIES/CLEANING	18,777	16,166	25,000	17,000	30,000
10-51-96	501 MAIN STREET-REMODEL	516	59,851	400,000	675,000	300,000
10-51-98	501 MAIN STREET-REPAIRS	-	28,380	-	-	-
	TOTAL	\$ 110,055	\$ 201,192	\$ 718,000	\$ 879,500	\$ 631,500
	COMMUNITY DEVELOPMENT/EVENTS					
10-51-50	TGIFAIRPLAY CONCERTS	15,121	25,647	25,000	22,000	20,000
10-51-62	BURRO DAYS	58,322	57,515	100,000	102,500	60,000
10-51-66	MARDI GRAS	9,244	10,455	15,000	18,000	15,000
10-51-70	MISC EVENTS	2,002	3,254	5,000	12,000	5,000
10-51-71	FIREWORKS/4TH OF JULY	17,882	34,671	35,000	39,000	35,000
	FALL FESTIVAL	-	-	-	-	10,000
10-51-74	REAL COLORADO CHRISTMAS	2,826	2,430	3,000	3,000	3,000
	TOTAL	\$ 105,397	\$ 133,972	\$ 183,000	\$ 196,500	\$ 148,000

Account #	Account Description	2022 Audited Final	2023 PRELIM Audited	2024 Budgeted	2024 Amended	2025 Proposed
	TRANSPORTATION					
10-52-05	SALARIES	-	-	60,000	1,543	60,000
10-52-11	SS/MEDICARE EXPENSE	-	-	5,000	41	4,590
10-52-12	UNEMPLOYMENT EXPENSE	-	-	120	12	120
10-52-14	WORKER'S COMPENSATION	-	-	1,000	70	1,000
10-52-15	DRIVER TRAINING/PHYSICALS	-	-	2,000	3,500	2,000
10-52-30	OFFICE SUPPLIES	-	-	1,000	-	1,000
10-52-35	INSURANCE	-	1,010	5,000	-	5,000
10-52-40	OPERATING SUPPLIES	-	-	1,000	250	1,000
10-52-45	MISCELLANEOUS	-	120	2,500	1,000	2,500
10-52-50	PHONE	-	24	1,000	500	1,000
10-52-55	UTILITIES	-	-	1,500	-	1,500
10-52-60	VEHICLE MAINTENANCE	-	-	10,000	1,500	10,000
10-52-70	FUEL	-	-	10,000	250	10,000
10-52-75	SUMMIT STAGE FUNDING	-	-	18,000	18,000	18,000
	TOTAL	\$ -	\$ 1,154	\$ 118,120	\$ 26,666	\$ 117,710
	JUDICIAL					
10-53-02	401A EMPLOYER MATCH	136	148	156	133	550
10-53-05	MUNICIPAL JUDGE SALARY	8,880	9,602	9,500	8,729	12,500
10-53-10	COURT CLERK	4,682	5,138	5,200	4,396	11,000
10-53-11	SS/MEDICARE EXPENSE	1,018	1,128	1,125	1,007	1,760
10-53-12	UNEMPLOYMENT EXPENSE	26	29	29	49	46
10-53-13	EMPLOYEE HEALTH INSURANCE	1,064	1,102	1,145	815	1,000
10-53-14	WORKER'S COMPENSATION	37	37	37	329	350
10-53-20	COURT ATTORNEY	-	-	500	-	500
10-53-30	EDUCATION	-	-	500	-	500
10-53-40	OPERATING EXPENSE	205	399	250	250	500
10-53-50	DUES AND MEMBERSHIPS	-	-	50	150	500
	TOTAL	\$ 16,049	\$ 17,583	\$ 18,492	\$ 15,857	\$ 29,206
	POLICE DEPARTMENT					
10-54-01	POLICE SALARIES	261,836	263,255	622,098	591,850	850,000
10-54-03	EXTRA DUTY PAY	5,488	-	-	1,750	-
10-54-04	PART TIME OFFICERS	13,665	8,950	15,000	15,208	25,000
10-54-05	PENSION CONTRIBUTION-FPPA	29,111	27,712	84,605	70,402	80,000
10-54-08	POLICE SALARIES-OVERTIME	16,410	17,454	-	-	25,000
10-54-10	UNIFORMS AND ACCESSORIES	2,540	3,745	8,000	8,000	9,000
10-54-11	SS/MEDICARE EXPENSE	6,057	5,937	10,168	10,441	65,025
10-54-12	UNEMPLOYMENT EXPENSE	439	579	1,274	1,008	1,700
10-54-13	EMPLOYEE HEALTH INSURANCE	83,962	66,465	169,126	120,712	175,000
10-54-14	WORKER'S COMPENSATION	13,623	12,132	23,000	15,527	30,000
10-54-15	FUEL	17,851	10,677	25,000	9,000	15,000
10-54-20	VEHICLE MAINTENANCE	10,993	11,224	15,000	35,000	25,000
10-54-24	PROFESSIONAL TRAINING EXPENSE	2,047	1,025	5,000	10,000	6,800
10-54-26	IN-SERVICE TRAINING EXPENSE	-	-	500	500	500
10-54-28	VEHICLE RENTAL PYMT TO ISF	24,551	33,410	50,811	51,000	75,000
10-54-30	RADAR & RADIO MAINTENANCE	394	352	2,500	5,000	4,000
10-54-32	AMMUNITION	-	-	600	5,000	400
10-54-45	OPERATING/OFFICE SUPPLIES	1,657	2,485	2,000	4,000	2,500
10-54-50	EQUIPMENT	43,508	10,988	30,000	139,413	50,000
10-54-53	GRANT - EQUIPMENT & SUPPLIES	-	-	-	-	N/A
10-54-55	TELEPHONE/INTERNET	6,663	6,735	10,000	12,000	10,000
10-54-60	MEMBERSHIPS - DUES	250	50	600	600	800
10-54-61	UNIV OF DENVER EXEC ED	-	-	-	8,400	-
10-54-65	COMPUTER/SOFTWARE/SUPPORT	14,869	29,994	55,000	65,000	45,000
10-54-75	INVESTIGATIVE SERVICES & SUPPLIES	2,190	1,645	2,500	1,500	1,500
10-54-78	MISCELLANEOUS	-	18,959	30,000	20,000	-
10-54-80	OFFICER RECRUITING	325	12,483	15,000	17,500	7,000
10-54-87	LIABILITY INSURANCE	10,436	10,329	15,857	50,000	45,966
10-54-97	PUBLIC RELATIONS	806	407	5,000	3,500	5,000
	TOTAL	\$ 569,671	\$ 556,992	\$ 1,198,639	\$ 1,272,312	\$ 1,555,191

Account #	Account Description	2022 Audited Final	2023 PRELIM Audited	2024 Budgeted	2024 Amended	2025 Proposed
	<u>PUBLIC WORKS</u>					
10-56-01	SALARIES	161,838	147,720	195,175	133,731	250,000
10-56-02	401A EMPLOYER MATCH	4,678	4,085	5,855	3,521	6,687
10-56-10	SEASONAL	8,775	6,990	45,000	5,755	5,000
10-56-11	SS/MEDICARE EXPENSE	12,829	11,453	16,078	9,026	19,125
10-56-12	UNEMPLOYMENT EXPENSE	236	193	420	263	500
10-56-13	EMPLOYEE HEALTH INSURANCE	27,297	38,466	64,680	28,228	30,000
10-56-14	WORKER'S COMPENSATION	5,964	9,971	6,248	9,152	12,955
10-56-15	FUEL	6,287	5,560	7,000	5,500	7,000
10-56-20	AUTO PARTS				500	500
10-56-25	REPAIRS & MAINT - EQUIPMENT	7,794	13,347	15,000	28,000	20,000
10-56-30	TOOLS, MAT'L'S, & SUPPLIES	4,788	3,529	5,000	5,000	5,000
10-56-35	EDUCATION - TRAINING	150	382	2,000	4,000	5,000
10-56-40	ELECTRIC STREET LIGHTS	12,148	13,710	13,000	13,000	15,000
10-56-45	TELEPHONE/INTERNET/COMPUTER	3,001	7,920	8,000	11,000	10,000
10-56-50	MAINTENANCE BUILDING - UTILITY	11,054	10,612	11,000	13,000	10,000
10-56-55	MAPPING - GIS	5,778	33,872	10,000	5,000	40,000
10-56-60	VEHICLE/EQUIP RENTAL PYMT TO ISF	49,941	57,391	62,885	63,000	90,000
10-56-70	STREETS - REPAIRS & MAINT	212,219	237,052	300,000	250,000	300,000
10-56-71	SNOWPLOWING			-	-	15,000
10-56-80	UNIFORMS AND SAFETY EQUIPMENT	-	-	2,000	2,000	5,000
10-56-82	TOWN SHOP/OFFICE BUILDING REPAIRS	2,536	1,212	2,000	8,000	5,000
10-56-90	EQUIPMENT	41,813	8,524	50,000	25,000	25,000
	TOTAL	\$ 579,125	\$ 611,989	\$ 821,342	\$ 622,676	\$ 876,767
	<u>PARKS & RECREATION</u>					
10-58-30	TOOLS, MATERIALS, & SUPPLIES	2,444	1,713	7,500	1,500	5,000
10-58-41	PARKS UTILITIES	470	527	500	500	2,500
10-58-42	VAULT RESTROOMS MAINTENANCE	7,539	5,834	7,000	4,000	10,000
10-58-50	CEMETERY EXPENSE	980	11,804	1,000	1,200	2,000
10-58-80	FAIRPLAY BEACH EXPENSE			-	-	10,000
10-58-83	COHEN PARK	129,182	11,801	40,000	5,500	20,000
10-58-86	FAIRPLAY RIVERPARK	-	-	1,000,000	1,000,000	-
10-58-87	BURRO PARK	-	-	10,000	1,000	50,000
	TOTAL	\$ 140,615	\$ 31,679	\$ 1,066,000	\$ 1,013,700	\$ 99,500
	<u>NON/DEPARTMENTAL EXPENSES</u>					
10-61-15	LIABILITY INSURANCE	16,952	22,120	22,096	23,000	20,500
10-61-17	AUDIT FEES	4,500	4,638	4,775	5,000	10,000
10-61-23	TREASURER'S FEES - MILL LEVY	4,667	4,706	6,000	6,000	6,000
10-61-25	PUBLISHING & RECORDING EXPENSE	1,668	1,040	1,800	3,000	1,500
10-61-26	BANK SERVICE CHARGES			-	-	-
10-61-30	DUES & MEMBERSHIPS	1,642	5,606	6,000	13,350	15,000
10-61-50	CAPITAL IMPROVEMENT	-	-	-	-	-
10-61-60	ABATEMENT	-	-	2,000	3,284	2,000
10-61-65	MISCELLANEOUS				2,500	
	TOTAL	\$ 29,429	\$ 38,110	\$ 42,671	\$ 56,134	\$ 55,000
	TOTAL GENERAL FUND EXPENDITURES	\$ 1,876,508	\$ 2,153,263	\$ 4,838,870	\$ 4,702,107	\$ 4,130,293
	TOTAL GENERAL FUND REVENUES	\$ 2,920,898	\$ 3,045,249	\$ 3,678,642	\$ 3,861,193	\$ 2,799,347
	TOTAL GENERAL FUND EXPENDITURES	\$ 1,876,508	\$ 2,153,263	\$ 4,838,870	\$ 4,702,107	\$ 4,130,293
	REVENUES OVER EXPENDITURES	\$ 1,044,390	\$ 891,986	\$ (1,160,228)	\$ (840,914)	\$ (1,330,946)
	DIFFERENCE PLUS BEG. FUND BALANCE	\$ 3,101,292	\$ 3,993,280	\$ 2,833,052	\$ (236,359)	\$ (1,567,305)
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET					
	ENDING FUND BALANCE	\$ 3,101,292	\$ 3,993,280	\$ 2,833,052	\$ (236,359)	\$ (1,567,305)
	TABOR RESTRICTED FUNDS	\$ 87,627	\$ 91,357	\$ 110,359	\$ 115,836	\$ 83,980

Account #	Account Description	2022 Audited Final	2023 PRELIM Audited	2024 Budgeted	2024 Amended	2025 Proposed
CONSERVATION TRUST FUND						
	BEGINNING FUND BALANCE	\$ 33,933	\$ 37,613	\$ 27,193	\$ 31,743	\$ 31,303
CTF - REVENUES						
	INTERGOVERNMENTAL REVENUE					
20-44-10	COLORADO LOTTERY FUNDS	4,649	5,146	4,500	4,500	4,500
	TOTAL	\$ 4,649	\$ 5,146	\$ 4,500	\$ 4,500	\$ 4,500
	INTEREST INCOME					
20-46-50	INTEREST INCOME SAVINGS	31	-	50	60	60
20-46-60	CSAFE INTEREST		96			
	TOTAL	31	-	50	60	60
	TOTAL CTF REVENUE	\$ 4,680	\$ 5,146	\$ 4,550	\$ 4,560	\$ 4,560
	TOTAL AVAILABLE RESOURCES	\$ 38,613	\$ 42,759	\$ 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	-	5,000	5,000
	TOTAL	\$ 1,000	\$ 11,425	\$ -	\$ 5,000	\$ 5,000
	CAPITAL OUTLAY	-	-	-	-	-
	TOTAL CTF EXPENDITURES	\$ 1,000	\$ 11,425	\$ -	\$ 5,000	\$ 5,000
	TOTAL REVENUE	\$ 4,680	\$ 5,146	\$ 4,550	\$ 4,560	\$ 4,560
	TOTAL CTF EXPENDITURES	\$ 1,000	\$ 11,425	\$ -	\$ 5,000	\$ 5,000
	REVENUE OVER EXPENDITURES	\$ 3,680	\$ (6,279)	\$ 4,550	\$ (440)	\$ (440)
	DIFFERENCE PLUS BEG. FUND BAL.	\$ 37,613	\$ 31,334	\$ 31,743	\$ 31,303	\$ 30,863
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET					
	CTF ENDING FUND BALANCE	\$ 37,613	\$ 31,334	\$ 31,743	\$ 31,303	\$ 30,863

Account #	Account Description	2022 Audited Final	2023 PRELIM Audited	2024 Budgeted	2024 Amended	2025 Proposed
INTERNAL SERVICE FUND						
ISF - REVENUES	BEGINNING FUND BALANCE	\$ 437,818	\$ 496,160	\$ 591,194	\$ 591,194	\$ 591,194
	REVENUE					
32-47-20	DEPT. RENTAL PAYMENT	97,712	112,086	136,145	51,857	51,857
32-47-30	SALE OF VEHICLE/EQUIPMENT-PD	-	3,000	6,000	-	-
	TOTAL REVENUE	\$ 97,712	\$ 115,086	\$ 142,145	\$ 51,857	\$ 51,857
ISF - EXPENSES						
	EXPENDITURES					
32-58-10	POLICE VEHICLES	-	-	225,000	228,232	200,000
32-58-20	PUBLIC WORKS EQUIPMENT	-	-	-	-	150,000
32-58-30	PUBLIC WORKS VEHICLES	-	-	-	-	-
32-58-40	ADMINISTRATION VEHICLE	-	-	-	-	-
	TOTAL	\$ -	\$ -	\$ 225,000	\$ 228,232	\$ 350,000
	TOTAL RENTAL REVENUE	\$ 97,712	\$ 115,086	\$ 142,145	\$ 51,857	\$ 51,857
	TOTAL EXPENDITURES	\$ -	\$ -	\$ 225,000	\$ 228,232	\$ 350,000
	REVENUES OVER EXPENDITURES	\$ 97,712	\$ 115,086	\$ (82,855)	\$ (176,375)	\$ (298,143)
	DIFFERENCE PLUS BEG. FUND BALANCE	\$ 535,530	\$ 611,246	\$ 508,339	\$ 414,819	\$ 293,051
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET					
	ENDING FUND BALANCE	\$ 535,530	\$ 611,246	\$ 508,339	\$ 414,819	\$ 293,051

Account #	Account Description	2022 Audited Final	2023 PRELIM Audited	2024 Budgeted	2024 Amended	2025 Proposed
UTILITY ENTERPRISE FUND BUDGET						
UTILITY FUND - REVENUES						
	<u>WATER REVENUE</u>					
51-22-00	ACCRUED INTEREST PAYABLE					
51-29-00	CO WATER & POWER AUTH DEBT					
51-42-05	POTABLE WATER	379,875	393,442	400,000	400,000	400,000
51-42-20	LIEN REVENUE	3,761	3,082	4,000	450	1,000
51-42-30	LIEN INTEREST - REVENUE	-	-	-	-	-
51-42-32	WATER FACILITY MAINTENANCE FEE	487	472	487	450	487
51-42-34	WATER METERS, PRV, PARTS	1,854	\$ -	1,000	6,000	100,000
51-42-36	PENALTY NON-COMPLIANCE	240	440	440	200	50
51-42-40	PLANT INVESTMENT FEES	120,000	-	133,000	115,000	-
51-42-60	OTHER WATER REVENUE	-	125,000	445,000	300,150	
	TOTAL	\$ 506,216	\$ 522,436	\$ 983,927	\$ 822,250	\$ 501,537
	<u>WATER - MISCELLANEOUS REVENUE</u>					
51-44-10	FEMA PROJECT		162,010	-	-	-
51-44-15	DOLA - GRANT REVENUE		163,306	-	199,850	-
	TOTAL	\$ -	\$ 325,316	\$ -	\$ 199,850	\$ 250,000
	TOTAL WATER REVENUE	\$ 506,216	\$ 847,752	\$ 983,927	\$ 1,022,100	\$ 751,537
	<u>WASTEWATER REVENUE</u>					
51-46-05	USER FEES	669,690	677,798	692,402	685,000	700,000
51-46-10	LATE FEES			-	-	-
51-46-20	LIEN REVENUE	4,361	3,308	-	1,000	-
51-46-30	LIEN REVENUE - INTEREST	59	32	100	100	-
51-46-40	PLANT INVESTMENT FEES	225,498	8,351	116,914	126,000	-
51-46-60	OTHER WASTEWATER REVENUE		-	100	100	-
51-47-91	TRANSFER IN			-	-	-
	TOTAL WASTEWATER REVENUE	\$ 899,607	\$ 689,489	\$ 809,516	\$ 812,200	\$ 700,000
	<u>INTEREST</u>					
51-48-10	INTEREST ON INVESTMENTS	22,607	80,993	50,000	50,000	50,000
51-48-30	LATE FEES	6,409	9,820	8,000	7,500	6,500
	TOTAL INTEREST	\$ 29,016	\$ 90,813	\$ 58,000	\$ 57,500	\$ 56,500
	TOTAL UTILITY FUND REVENUE	\$ 1,434,840	\$ 1,628,054	\$ 1,851,443	\$ 1,891,800	\$ 1,508,037

Account #	Account Description	2022 Audited Final	2023 PRELIM Audited	2024 Budgeted	2024 Amended	2025 Proposed
UTILITY FUND - EXPENSES						
	EMPLOYEE EXPENSES					
51-70-01	SALARIES	204,089	149,808	132,525	131,065	145,000
51-70-02	401A EMPLOYER MATCH	6,030	4,328	3,976	3,506	7,250
51-70-10	EMPLOYEE HEALTH & WELLNESS	-	2,895	3,000	3,000	5,000
51-70-11	SS/MEDICARE EXPENSE	15,640	11,512	10,358	9,125	11,093
51-70-12	UNEMPLOYMENT EXPENSE	366	265	271	202	290
51-70-13	EMPLOYEE HEALTH INSURANCE	43,518	31,270	32,385	15,889	16,456
51-70-14	WORKER'S COMPENSATION	3,001	3,700	2,148	4,719	1,416
51-70-15	BOARD OF TRUSTEE SALARIES	710	690	2,880	653	1,000
	TOTAL	\$ 273,353	\$ 204,468	\$ 187,543	\$ 168,158	\$ 187,504
	GENERAL OPERATIONS EXPENSE					
51-72-02	BANK/CREDIT CARD FEES	4,560	4,233	5,000	3,500	3,000
51-72-06	COMPUTER/SOFTWARE/SUPPORT-OFFICE	14,316	12,424	20,000	20,000	40,000
51-72-10	MISCELLANEOUS	277	292	1,400	500	500
51-72-14	OFFICE SUPPLIES	1,571	973	2,500	750	750
51-72-18	POSTAGE EXPENSE	4,412	3,332	4,000	3,500	3,500
51-72-22	PUBLISHING EXPENSE	543	-	200	200	200
51-72-26	TELEPHONE/INTERNET EXPENSE	2,765	2,833	4,000	2,500	2,500
51-72-30	TOWN HALL RENTAL PAYMENT	12,397	12,397	12,397	12,400	12,400
51-72-34	UTILITIES-OFFICE	2,907	2,222	2,500	2,500	2,500
51-72-38	VEHICLE/EQUIP RENTAL PYMT TO ISF	23,220	21,285	22,449	25,000	25,000
51-72-42	VEHICLE MAINTENANCE/REPAIR	1,758	1,991	2,500	2,500	2,500
51-72-44	FUEL	6,287	5,558	9,000	5,000	5,000
51-72-45	UNIFORMS/SAFETY EQUIPMENT	-	-	1,000	1,000	5,000
51-72-60	REPAIRS AND MAINT - OFFICE BUILDING	3,263	1,270	3,000	3,500	3,500
	TOTAL	\$ 78,275	\$ 68,810	\$ 89,946	\$ 82,850	\$ 106,350
	CONTRACTUAL FEES					
51-73-20	AUDITOR FEES	4,500	4,638	4,775	4,774	10,000
51-73-40	INSURANCE - PROPERTY/LIABILITY	16,107	14,714	14,731	16,500	20,500
51-73-50	PROFESSIONAL FEES	26,010	-	-	66,000	50,000
51-73-60	LEGAL FEES	-	4,274	5,000	2,000	30,000
51-73-70	TREASURERS FEES	814	642	1,000	250	1,000
	TOTAL	\$ 47,431	\$ 24,268	\$ 25,506	\$ 89,524	\$ 111,500
	WATER - PLANT & EQUIPMENT					
51-74-15	COMPUTER EXPENSE-WATER SYSTEM	2,386	8,640	5,000	3,500	50,000
51-74-17	CONTRACT - PLANT OPERATOR	54,000	49,500	54,000	58,500	75,000
51-74-20	DITCH MAINTENANCE	-	-	500	500	500
51-74-25	EDUCATION	751	3,698	5,000	5,000	10,000
51-74-30	INFILTRATION GALLERY PROJECT	-	-	445,000	445,000	-
51-74-32	ENGINEERING FEES	907	35,032	15,000	16,000	25,000
51-74-40	HASP MEMBERSHIP DUES	1,610	1,610	2,500	2,000	2,000
51-74-45	LEAKS AND REPAIRS	100,820	24,599	150,000	250,000	50,000
51-74-50	MISCELLANEOUS	24	3,000	1,000	1,000	1,000
51-74-55	PERMITS/DUES/LOCATES	1,425	1,507	1,500	1,750	2,000
51-74-60	PUMPHOUSE EXPENSE	1,281	-	-	1,500	1,500
51-74-65	REPAIRS & MAINTENANCE- EQUIPMENT	3,434	5,987	10,000	1,000	25,000
51-74-67	REPAIRS & MAINTENANCE- BUILDING		176			25,000
51-74-70	UTILITIES	2,996	4,134	3,000	6,000	6,000
51-74-75	TESTING AND SUPPLIES	10,864	3,259	5,000	12,000	12,000
51-74-80	TOOLS & SUPPLIES	1,934	3,221	8,000	3,500	2,500
51-74-85	WATER METERS	9,588	14,736	10,000	2,500	60,000
51-74-90	WATER TANKS	408	-	10,000	10,000	10,000
51-74-95	WATER TREATMENT PLANT - UTILITIES	26,078	17,827	25,000	20,000	20,000
	TOTAL	\$ 218,506	\$ 176,926	\$ 750,500	\$ 839,750	\$ 377,500

Account #	Account Description	2022 Audited Final	2023 PRELIM Audited	2024 Budgeted	2024 Amended	2025 Proposed
	WASTEWATER - PLANT & EQUIPMENT					
51-76-10	CAPITAL EXPENDITURES	-	-	100,000	100,000	100,000
51-76-20	COLLECTION SYSTEM MAINTENANCE	9,335	11,223	12,000	10,000	10,000
51-76-25	COMPUTER EXPENSE-WASTEWATER SYSTEM	2,591	-	8,000	8,000	50,000
51-76-27	CONTRACT - PLANT OPERATOR	60,000	55,000	60,000	65,000	60,000
51-76-30	EDUCATION	323	306	5,000	2,500	10,000
51-76-35	ENGINEERING FEES	-	-	5,000	3,500	5,000
51-76-36	LIFT STATION	2,000	4,480	5,000	10,000	10,000
51-76-45	MISCELLANENOUS	3,060	-	-	500	500
51-76-50	PERMITS/DUES/LOCATES	3,223	3,260	4,300	5,000	5,000
51-76-55	REPAIRS AND MAINTENANCE - EQUIPMENT	10,113	46,678	40,000	40,000	50,000
51-76-60	SLUDGE DISPOSAL	100,000	120,928	125,000	300,000	150,000
51-76-65	TESTING SUPPLIES AND CHEMICALS	6,744	7,663	8,000	5,000	5,000
51-76-70	TOOLS AND SUPPLIES	644	1,635	2,000	2,500	2,500
51-76-75	TRASH	828	1,032	1,500	1,500	1,500
51-76-80	UTILITIES-PLANT	70,747	64,582	75,000	75,000	75,000
	TOTAL	\$ 269,609	\$ 316,787	\$ 450,800	\$ 628,500	\$ 534,500
	DEBT SERVICE					
51-80-02	LOAN PRINCIPAL-SANITATION PLANT	-	-	238,400	238,400	240,000
51-80-04	LOAN INTEREST-SANITATION PLANT	93,270	86,209	79,154	79,154	80,000
51-80-06	LOAN PRINCIPAL-WATER PLANT	-	-	5,238	5,238	20,000
51-80-08	LOAN INTEREST-WATER PLANT	-	342	4,054	4,054	10,000
	TOTAL	\$ 93,270	\$ 86,209	\$ 326,846	\$ 326,846	\$ 350,000
	TOTAL UTILITY FUND EXPENDITURES	\$ 980,444	\$ 877,468	\$ 1,831,141	\$ 2,135,628	\$ 1,667,354
	TOTAL UTILITY FUND REVENUES	\$ 1,434,840	\$ 1,628,054	\$ 1,851,443	\$ 1,891,800	\$ 1,508,037
	TOTAL UTILITY FUND EXPENDITURES	\$ 980,444	\$ 877,468	\$ 1,831,141	\$ 2,135,628	\$ 1,667,354
	REVENUES OVER EXPENDITURES	\$ 454,395	\$ 750,586	\$ 20,302	\$ (243,828)	\$ (159,317)
	ESTIMATED UTILITY FUND CASH BALANCE	\$ 1,730,155	\$ 2,190,211	\$ 1,867,661	\$ 508,586	\$ 6,417
	RESTRICTED FUNDS	\$ 290,530	\$ 342,852	\$ 342,852	\$ 342,852	\$ 342,852
	AVAILABLE FUNDS	\$ 1,439,625	\$ 1,847,359	\$ 1,524,809	\$ 165,734	\$ (336,435)
	TABOR RESTRICTED FUNDS		48,842	55,543	56,754	45,241



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STAFF REPORT

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: New Business Items A – Resolution No. 41 Accepting a Proposal for Auditor Services

DATE: November 18, 2024

BACKGROUND/ANALYSIS:

During budget discussions, Staff recommended the Town go out to RFP for Auditor Services. The agreement with the current Auditor covered services through the FY 2023 Audit. The Board generally agreed and Requests for Proposals (RFPs) were solicited with a closing date of October 25, 2024.

Three (3) proposals were received from qualified firms. Staff reviewed the proposals and then forwarded the proposals to Plante Moran for review. Following discussion on qualifications and performing due diligence in researching the firms and contacting other government entities to obtain information on services rendered to their particular Town or City, Staff felt overall that the firm of Hinkle and Company, PC most closely matched what the Town was looking for in qualifications, price, and service capabilities. Additionally, reference checks were positive. Therefore, Staff recommends the Town of Fairplay accept the proposal submitted from Hinkle and Company, PC for Town Auditor services beginning in 2025

PROPOSED MOTIONS:

Staff recommends the Board approve Resolution No. 41, Series of 2024, by a separate motion, second and roll call vote to accept the proposal from Hinkle and Company, PC, for Town Auditor services and approve the related Professional Services Agreement as presented.

Attachments:

- Resolution 41, of Series 2024
- Professional Services Agreement With Exhibits
- Hinkle and Company, PC Cover Letter and Background Documents.

“Where History Meets the High Country”

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 41

Series of 2024

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ACCEPTING A PROPOSAL FROM HINKLE AND COMPANY, P.C., FOR AUDITING SERVICES AND AUTHORIZING THE EXECUTION OF A RELATED PROFESSIONAL SERVICES AGREEMENT.

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 of Fairplay solicited proposals (RFPs) for Town Auditor services; and

WHEREAS, three (3) proposals were received and Staff and representatives of the Town's accounting company Plante Moran reviewed all taking into consideration qualifications, price, products, service capabilities and other factors relevant to the Town's policies, programs, and budget; and

WHEREAS, the Town desires to contract with a professional company to conduct auditing services for fiscal years 2025, 2026, 2027 and 2028; and

WHEREAS, Hinkle and Company, P.C. has represented that it possesses the knowledge, skills and abilities to successfully complete the required services; and

WHEREAS, Staff is recommending the Board enter into an agreement with Hinkle and Company P.C. for financial auditing services as outlined in the Scope of Services and with the fees as set forth in Exhibit C of the Professional Services Agreement attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the agreement between the Town of Fairplay and team of Hinkle and Company P.C. attached hereto as "Exhibit A" is approved and the Mayor is authorized to execute the same on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 18th day of November, 2024.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

2024 Professional Service Agreement For Auditor Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated as of _____, 2024, is entered into by and between Hinkle & Company, PC, a professional corporation of the State of Colorado, whose business address is 750 W. Hampden Ave, Ste 400, Englewood, CO 80110, ("**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 the 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 of 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 1, 2025 (the "Effective Date") and will terminate on December 31, 2025 (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 to the yearly extension of this Agreement for up to three (3) consecutive terms if such extension is approved by the Board of Trustees and the Contractor and such extension does not alter or amend any of the terms or provisions of this Agreement.

4.2. **Continuing Services Required.** The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the 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, Town Administrator
901 Main Street
P.O. Box 267
Fairplay, Colorado 80440
jsciacca@fairplayco.us

If to the Contractor:

Hinkle & Company, PC
James D. Hinkle, CPA
750 W. Hampden Ave, Suite 400
Englewood, CO 80110

With Copy to:
Town Attorney
901 Main Street
P.O. Box 267
Fairplay, Colorado 80440

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: Frank Just

Name: James D. Hinkle

Title: Mayor

Title: Owner/Managing Partner

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

SCOPE OF SERVICES

The Town seeks a contract with a reliable, experienced, and qualified CPA firm demonstrating municipal audit experience in the State of Colorado to provide auditing services in a comprehensive, timely, and efficient manner.

The scope of work for the contractor includes but is not limited to the following:

1. Audit the general-purpose financial statements of the Town in accordance with generally accepted auditing standards and government auditing standards as set forth by the American Institute of Certified Public Accountants, the Standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organization.
2. Provide an audit opinion with respect to the Town's financial statements.
3. Evaluate and test the Town's internal controls and provide recommendations to the Trustees regarding the same.
4. Complete the audit in a timely fashion for the Town to meet state reporting requirements which entails provision of a detailed audit plan to the Town Administrator by the 2nd Friday in February; completion of fieldwork by April 30; and submission of the final report by not later than May 31 for presentation to the Board of Trustees at a June meeting.
5. Print and provide no less than 10 colored copies of the audited financial statements.
6. Attend meetings of the Board of Trustees as requested to present the audit and financial statements and answer questions of the Board and Staff.

EXHIBIT B

TASK ORDER

1. Independent Auditor's report on the financial statements of the Town of Fairplay, Colorado as of and for the year ended December 31, 2024, 2025, 2026 and 2027.
2. Independent Auditor's Report on Compliance and Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* for the year ended December 31, 2024, 2025, 2026 and 2027.
3. Single Audit (*as applicable*) – Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with Part 200—*Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.

EXHIBIT C

TOTAL AND ADDITIONAL FEES FOR THE ANNUAL AUDIT AND SINGLE AUDIT OF APPLICABLE PROJECT(S)

<i>Year Ended</i>	<i>Partners</i>	<i>Managers/ Partner</i>	<i>Supervisory Staff</i>	<i>Staff</i>	<i>Maximum Estimated Hours</i>
2024	10	10		60	80
2025	10	10		60	80
2026	10	10		60	80
2027	10	10		60	80
2028	10	10		60	80
2029 (optional)	10	10		60	80
2030 (optional)	10	10		60	80

<i>Year Ended</i>	<i>Total All-Inclusive Maximum Fee</i>
2024*	\$ 9,500
2025*	\$ 9,500
2026*	\$ 10,000
2027*	\$ 10,000
2028*	\$ 10,500
2029* (optional)	\$ 10,500

List the TOTAL ALL-INCLUSIVE MAXIMUM FEE* for each year below:

* Out-of-pocket expenses (including transportation, meals, lodging and other travel-related expenses) are included in the bid proposal.

Note: If a *Single audit* is required during any audit period, we anticipate compliance testing will add an additional 40-50 hours to the engagement and therefore, the fee will increase, prior to action, by the an agreed amount for each number major program required to be audited, respectively.

Fees for services provided will be invoiced as work is completed on the engagement. We expect to send an invoice after interim work



**HINKLE &
COMPANY**
Strategic PC
Business Advisors

October 25, 2024

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

JSciacca@FairplayCO.us

Re: RFP 2024-004 – Town of Fairplay, Town Auditor Services

Thank you for the opportunity to submit a proposal to provide Town Auditor Services for the Town of Fairplay, Colorado (the Town). Our entire team is delighted with the prospect of working with your organization. We are confident our firm is the right fit for your ongoing needs because:

1. Our customer service focus is foremost.

Hinkle & Company, PC has provided exceptional service to the Arkansas, Colorado, and Oklahoma regions for more than 27 years. We believe our success lies directly in our people and our firm culture. In a world where client service is often an after-thought, the professionals at Hinkle & Company, PC consider it their top priority. We commit to you that we will:

- ✓ Involve partners and managers in all aspects of your engagement to ensure the highest quality of service.
- ✓ We are great listeners and problem solvers. We will communicate with you throughout the engagement along the way.
- ✓ Efficiently manage all resources to perform work on time as outlined in the RFP.
- ✓ Deliver timely responses and products at every turn.
- ✓ We help clients better protect assets, prevent loss, *ensure compliance with regulatory bodies*, maintain internal controls, and prevent fraud.
- ✓ Thoroughly review the Town's internal controls to help ensure that the Town is operating efficiently, effectively, transparently and within the framework of the policies as required.

2. Our people are top notch, and they will become familiar faces to you.

We are committed to providing our clients with the best team available. We take great pride in developing strong relationships with clients and investing the time necessary to understand their issues and concerns. You will find our staff members to be highly qualified, trained professionals. Their personal skills and enthusiastic demeanors will be reflected in their everyday interactions with your team. We hire and retain the best because we've got a clear focus on what is important for our clients - having a reliable team they are comfortable with year-after-year. We have significantly lower staff turnover than normal for our industry. This means we work hard to keep our team members so that both the Town as well as Hinkle & Company, PC can enjoy smoother service, consistency in contact, deeper knowledge of your organization, and clear communication.

Office Locations:

Colorado Springs, CO
Denver, CO
Frisco, CO
Tulsa, OK

Frisco Office:

301 West Main Street
Suite 207
Frisco, Colorado
80443
TEL: 303.796.1000
FAX: 303.796.1001
www.HinkleCPAs.com

3. We view our relationship as a proactive dialogue.

Hinkle & Company, PC's unique service philosophy, makes us stand out in the marketplace. We build a working partnership with our clients. We are committed to engaging in communication with the Town's Mayor, Board of Trustees, and key management team members, consistently offering valuable feedback, practical and proactive best practice recommendations to help improve the Town's financial and compliance operations.

Hinkle & Company, PC strives to provide services to our clients to meet their goals and exceed their expectations. Ultimately, the key to our success is our people and their willing commitment to partner with our clients to help them succeed. You will find this presentation has a simple purpose - to share the values and qualifications of our Firm and to reinforce the values and benefits our firm can provide to the Town's staff and leadership team.

The representative for Hinkle & Company, PC is Jim Hinkle. He is authorized to submit this proposal as well as sign a contract with the Town of Fairplay. He can be reached by telephone at (303) 796-1000 and by email at Jim@HinkleCPAs.com.

Hinkle & Company, PC affirms:

- The acceptance of conditions and requirements contained in the RFP.
- The proposal and fees represent a firm and irrevocable offer for 90 days from the date of submission of the proposal to Town of Fairplay, Colorado.
- Understands the scope of work to be performed.
- We are able to comply with the timelines as outlined in the RFP.

We look forward to the opportunity to showcase how our approach to client service can make a difference for the Town of Fairplay, Colorado. Relationships are highly valued at Hinkle & Company, PC and we welcome the opportunity to get to know you and put our knowledge and experience to work on your behalf.

Yours truly,
Hinkle & Company, PC



James D. Hinkle, CPA



Why Hinkle & Company, PC

Hinkle & Company, PC is a local/regional CPA Firm that specifically designs its public sector audit practice to meet the on-going fiscal challenges that face municipalities, towns, counties, universities and colleges and quasi-governmental agencies. Yet, we provide a personalized audit service that promotes successful audit engagements, fluid communication at every stage and best practice recommendations that are forward-thinking to help meet your fiduciary responsibilities. Approximately 85% of our Firm's audit practice is generated from governmental entities.

Experience with Colorado Cities, Towns and Counties

Hinkle & Company, PC has over 27 years of experience working with cities and towns. Firm-wide, we currently audit approximately 30 various cities and towns plus 5 counties. See Exhibit 1 for the similar engagement list of references and contact information.

Experience with GFOA Certificate - ACFR Program

Simply put, we have helped our clients achieve the confidence necessary for healthy fiscal management because we possess the knowledge and skill set to prepare or assist our clients with preparing its ACFR and to successfully retain their GFOA Certificate.

Experience with Government Auditing Standards

Hinkle & Company, PC is a quality provider of *Government Auditing Standards* engagements. We currently provide accounting or auditing services to Towns, Cities, Counties, Authorities, Trusts, Colleges and Universities, Economic Development Districts, Library Districts and other Non-Profit Organizations and Foundations. Some of the types of services provided include auditing, ACFR preparation, internal audit, compliance, tax, indirect cost rates, closing and preparing the books for the audit and providing estimate of needs. In addition, the Firm is a member of the AICPA's Government Audit Quality Center.

Experience with Single Audits in Accordance with Uniform Guidance

Due to the sheer volume of governmental and non-profit audits we perform that include Single Audits, many of our Firm members have significant Single Audit industry experience in accordance with Title 2 CFR *Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and therefore, we are able to provide a well-qualified team. Our Firm believes that government entities represent a complex specialized industry, and the engagement should be staffed with an experienced team. Overall, we provide thoughtful, forward-thinking, best practice recommendations to help our clients successfully administer their major programs in accordance with compliance regulations.



Understanding of the Work to be Performed

The audit will be performed in accordance with auditing standards generally accepted in the United States of America as established by the American Institute of Certified Public Accountants and, if applicable, the standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards*, the provisions of the Single Audit Act of 1984 and the provisions of U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.

Hinkle & Company, PC will audit the basic financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining funds for the Town of Fairplay, Colorado as of and for the year ending December 31, 2024.

The combining and individual financial statements and schedules for non-major funds and other non-required supplementary information schedules will be presented for purposes of additional analysis. We will provide an in-relation-to report on these statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

The management's discussion and analysis, budgetary comparison schedules and pension funding progress schedules will be presented as required supplementary information will be subjected to certain limited procedures but will not be audited nor will we express an opinion on it.

Our audit procedures will comply with the requirements established in the Colorado statutes. The audit will include tests of the accounting records and other auditing procedures we consider necessary to express an opinion on the financial statements. As a normal part of the auditing process, we will document and test internal controls and review compliance with applicable laws and regulations.

Our audit procedures will also include reviewing the minutes of the Town for the year being audited.

Following the completion of the audit, Hinkle & Company, PC shall issue the following reports for the Town of Fairplay, Colorado:

- Independent Auditor's report on the financial statements of the Town of Fairplay, Colorado as of and for the year ended December 31, 2024.
- Independent Auditor's Report on Compliance and Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* for the year ended December 31, 2024.

If a Single Audit is required, Hinkle & Company, PC shall also issue the following report for the Town of Fairplay, Colorado:

- Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with Part 200—*Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.



Understanding of the Work to be Performed (Continued)

We will issue a separate management letter setting forth findings and recommendations relative to other internal control findings, fiscal affairs, and other significant observations during the course of the audit and present them to the Mayor and Board of Trustees. We do not contemplate a detailed audit of all transactions, nor do we expect that we will necessarily discover fraud, should any exist. We will, however, inform you of anything unusual that comes to our attention during the audit process.

We will communicate with management throughout the audit process. We do not contemplate any potential audit difficulties, but if we encounter any issues during the audit, they will be immediately discussed with management during our interim or final audit fieldwork.

Firm Background

Firm Size, Composition & Location

Hinkle & Company, PC is a local/regional full-service CPA Firm with offices in Colorado Springs, Englewood, and Frisco, Colorado and Tulsa, Oklahoma. We provide assurance, tax, consulting, valuation and litigation services. Our Firm includes a total of 27 professional staff with 18 members in Colorado and 9 members in Oklahoma. We have detailed our audit staffing plan later in this proposal. We are local, convenient, and very accessible. We will conduct the engagement from our primary offices in Englewood, Colorado. At this location, we currently have five (5) partners of which two (2) are also audit directors, two (2) managers, two (2) supervisors and nine (9) professional staff.

Hinkle & Company, PC has earned a sound reputation and modeled performance stability for decades. We specifically design our public sector audit practice to meet the on-going fiscal and compliance challenges that face municipalities, towns, counties, universities, colleges, and quasi-governmental agencies. Yet, we provide a personalized audit service that promotes the spirit of teamwork that produces an environment of a partnership feel that will foster successful engagements, provide fluid communication at every stage and best practice recommendations that are forward-thinking that help meet our client's fiduciary and compliance responsibilities. Approximately 85% of our Firm's audit practice is generated from governmental entities.

Innovation, Communication and Best Practices

We provide a substantial amount of engagement time from Partner involvement, so you receive high-quality service. Because our partners and managers are in the field, we can provide thoughtful, insightful, and timely recommendations and address issues immediately, if needed.

Communicating the results of our audit procedures and recommending best practices to help your accounting processes are vital to successful engagements. In addition, you will find we are available throughout the year. On-going communication means you can receive added value throughout the year and timely updates on new accounting pronouncements. We will walk you through implementation and how they may impact the Town's financial statements and accounting operations.



Firm Background (Continued)

Innovation, Communication and Best Practices (Continued)

The benefit for your organization is that both routine and non-routine issues are addressed by more senior and experienced professionals. We value our relationships built with each client. These bonds are built on integrity and trust more than anything else. As such, we value our client's needs, goals, and values as our own and realize they are the key to long-term personal and professional success. Our Firm is a member the American Institute of Certified Public Accountants (AICPA), Governmental Audit Quality Center. Members of our have served on and are involved in various industry committees and conduct training seminars for various industries.

Peer Review

The Firm's most recent issued peer review conducted for the year ended September 30, 2022, resulted in the highest Peer Review rating of PASS. This underscores the Firm's continuing commitment to overall quality. Hinkle & Company, PC has passed all peer reviews they have subjected to in the past two decades. We have included a copy of the current peer review report in the Exhibits to the proposal.

License to Practice in Colorado

Hinkle & Company, PC is licensed to practice in the State of Colorado. We have included a copy of our licenses in the Exhibits to the proposal.

Auditor Certification Statements & Other Relevant Information

Hinkle & Company, PC does not intend to use a joint venture, consortium, or other CPA firm in conducting our audit.

The Firm certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal; without prior knowledge of competitive prices, and it is in all respect fair; and without outside control, collusion, fraud, or otherwise illegal action.

The Firm certifies that no member of the Town of Fairplay, Colorado, or members of his or her immediate family, or other officer or employee of the Town has received or has been promised directly or indirectly any financial benefit related to the RFP.

The Firm certifies that we have had no desk reviews, field reviews or disciplinary action or pending litigation matters against the firm during the past three (3) years.

Hinkle & Company, PC has neither Current nor Prior Contracts with the Town of Fairplay.

Hinkle & Company, PC certifies it does not and will not during the performance of the contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, et. seq. (House Bill 06-1343).



Firm Background (Continued)

Independence from Town and Component Units

Hinkle & Company, PC, its current staff, and management are independent with the Town of Fairplay, Colorado and its component units as defined by the American Institute of Certified Public Accountants, Generally Accepted Auditing Standards and U.S. Government Accounting Office's Government Auditing Standards. In addition, we do not except any independence issues to arise during any time we are engaged to perform attestation engagements with the Town of Fairplay, Colorado. If any unforeseen independence issues arise in the future, we will notify Town's management immediately.

Audit Presentation

We will attend the Mayor and Board of Trustees meeting of your choice and present the audit opinions to the Mayor and Board of Trustees. We will meet with you prior to the meeting to outline our presentation and include any findings or items which you believe are important and relevant. You will know exactly what we will present to the Mayor and Board of Trustees prior to the actual presentation.

Electronic Audit Environment

Hinkle & Company, PC uses the most advanced audit technology available. This includes a fully electronic audit environment. We use CCH ProSystemfx Engagement software for our trial balance/financial statement reporting as well as our file structure functions. We use the Knowledge Coach software for our audit programs and documenting our audit plan. Both software programs are supported by Wolters Kluwer and CCH. We will set up file sharing portals. Designated Town accounting staff will be able to *click and drag* client prepared schedules and other supporting documentation into the portals. We will then pull these documents directly into our electronic workpapers files. This process should provide for a smooth transition of information.



Firm Background (Continued)

Collective Comparable Municipalities

As per RFP a listing of municipal clients for which the Firm has provided annual audits in the recent five (5) years. Over 80% of our audit services are in the governmental entity sector. These entities range from large to small. We will consider ourselves an additional resource to the Town. A brief list of these entities are as follows:

Cities / Towns:

Breckenridge	Prepares an ACFR
Englewood	Prepares an ACFR
Fountain	Prepares an ACFR
Golden	Prepares an ACFR
Silverthorne	Prepares an ACFR
Windsor	Prepares an ACFR
Berthoud	
Buena Vista	
Dillon	
Larkspur	
Manitou Springs	
Montrose	
Monument	
Morrison	
Palisade	
Paonia	
Rifle	
Silverton	
Trinidad	
Wellington	
Woodland Park	

Counties:

Weld County	Prepares an ACFR
Clear Creek County	Prepares an ACFR
Grand County	Prepares an ACFR
Archuleta County	
Gilpin County	
Huerfano County	



Firm Background (Continued)

Fee Information

Because of our extensive knowledge and experience with cities and local governments throughout our service areas, we are pricing our audit services at what we believe are attractive levels to you. We believe our fees are fair and reasonable. This in no way will reflect the level of service you will receive, but rather reflect on the commitment we have made to expand our services to local governments of all sizes in the State of Colorado.

Our fees, as shown in Addendum A, are based upon receiving a high level of assistance from the Town of Fairplay's accounting staff as stated in the proposal. This includes, but not limited to, closing of the general ledger, including the posting of all closing entries, working trial balance, preparation of various schedules detailing activity in fund and account groups, and supporting documentation. Auditor will prepare the initial draft of the financial statements, notes and all required supplementary schedules.

Upon retention of the 2024 year-end audit, there will be no upfront fees for building files or learning internal controls for the year-end audit as we view this engagement as an on-going investment for building a future relationship with the Town of Fairplay.

If any changes in audit requirements occur during the term of our engagement that requires additional time and procedures, we will notify you prior to the beginning of that audit year. We will provide you with an estimate of the effect of those changes on the agreed upon fee.

Firm Personnel – Engagement Team

The Firm believes that government entities represent a complex specialized industry, and the audit should not be staffed primarily with inexperienced auditors. Supervisory personnel have several years' experience performing governmental audits.

All Firm members have assisted governmental clients to receive the Government Finance Officers Association award for financial reporting. Because of the considerable experience of the Firm's personnel, we can be a valuable resource in the preparation of the financial statements or Annual Comprehensive Financial Report (ACFR). Many of the Firm's governmental clients have Single Audits. Consequently, our staff has extensive experience with the Single Audit. All Firm members are familiar with the new federal uniform guidance.

Firm members are active in many governmental accounting organizations. In addition, the Firm is a member of the AICPA's Government Audit Quality Center.



Firm Personnel – Engagement Team (Continued)

The Firm is committed to continuing education. All professional staff have met or exceeded the continuing professional education requirements established by *Government Auditing Standards*. This translates to 120 hours of continuing professional education (CPE) every 3 years which includes hours required to comply with Yellow Book guidance. All members of the Firm have participated in numerous hours of training through the Government Finance Officers Association, Oklahoma Society of CPA's, Colorado Society of CPAs, American Institute of CPAs, and the AICPA's Government Audit Quality Center. Because the majority of the Firm's clients are government entities, most of our continuing education relates to the governmental industry.

The quality of the audit team will be assured because of the direct involvement of the partner and managers of the Firm and the experience level of all Firm personnel. We will notify the Town of Fairplay, Colorado of any personnel changes to the audit team prior to our audit fieldwork. We expect to maintain consistency in supervisory staff and provide periodic staff changes to maintain independence and ongoing objectivity throughout the term of our audit engagements.

We are able to notify the Town of Fairplay, Colorado of new developments in the industry and assist with technical issues throughout the year. These communications are performed at no additional cost to the Town of Fairplay, Colorado. Please see Engagement Team resumes after the Audit Approach Section.

Audit Approach

Overall Engagement Approach

We will perform the audit fieldwork in two primary sections, interim fieldwork which would primarily be performed before year end, and final audit fieldwork in March. The Single Audit procedures may span additional time periods as Town personnel are available. Management will be consulted when scheduling these fieldwork dates. We estimate that our on-site work would be one week for each section of the audit. The time requirements outlined in the RFP #2024-004 are reasonable and achievable. We will conduct no less than entrance, progress and exit conferences during this engagement.

The firm can provide listings of information required to complete the audit procedures in advance of conducting the audit fieldwork. This information will primarily include schedules and reconciliations supporting amounts presented in the financial statements and general information that is readily available at the Town. Audit information prepared by the Town can be provided electronically to our portal or as hard copies if more convenient.

Pre-Engagement Planning

We plan to start our audit by conducting an entrance conference with the Town of Fairplay, Colorado, personnel to discuss any concerns management may have for which we would tailor our audit procedures. At this meeting, we will finalize the calendar with respect to interim and final fieldwork, that best fits your staff and schedules.



Audit Approach (Continued)

Pre-Engagement Planning (Continued)

We will discuss applicable implementation of new accounting pronouncements that are effective during the year under audit and how the Town of Fairplay, Colorado is progressing through the actual implementation. We will discuss any changes in personnel, operations, regulatory or policy matters that might affect the financial reporting or the audit process. Items that might arise in this meeting might include new bond issues during the year, construction in progress, changes in software, changes to Federal award programs, changes in key staff, etc.

During this meeting, we will outline the schedules that the Town of Fairplay's staff prepare in their normal duties and what schedules and details supporting schedules that could easily be prepared to assist in our audit process. At the conclusion of this process, we expect to have a detailed list of all schedules and other items the Town of Fairplay's staff will prepare for our use in the audit, Prepared by Client, commonly referred to as (PBC's).

We will also use this meeting to discuss the Town of Fairplay's Federal Awards for the current year and whether any significant changes have occurred from the prior year. We will discuss with management the determination of Major Federal awards that will be subject to testing during the audit and will invite your input as to whether management has any concerns regarding specific Federal awards. We will adjust our testing to include your input in our determination of which type A and type B awards will be tested as Major Programs. We anticipate a random sample size of 40 items generated from the major program disbursements universe during the audit period for our compliance testing.

If there are any anticipated potential audit problems such as issues from previous audits or implementation of new standards, we will discuss these issues at the Pre-Engagement meeting. This will allow ample time for you to respond and assist in resolving these issues before the actual audit begins.

This Pre-Engagement Planning will be conducted by Jim Hinkle. At the conclusion of the meeting, we expect to set specific dates of our interim and final fieldwork, a date we will conduct an exit conference for both our interim and final fieldwork, the date we expect to produce a draft report and the audit schedules your staff will be expected to produce. We anticipate completing the audit on schedule as outlined in the RFP or at a mutually agreed upon audit schedule.



Audit Approach (Continued)

Interim Fieldwork

We anticipate conducting our interim fieldwork no later than mid-December or at an agreed upon time with management to meet the Town's required deadlines. Interim fieldwork will begin by gaining and documenting our understanding of the Town of Fairplay's internal control throughout the various systems of accounting cycles such as revenue recognition, payroll, and disbursements. We anticipate we will place Control Risk at low for each major accounting and reporting cycle. Therefore, during interim fieldwork, we will conduct a walk-through of the Towns accounting cycle, review policies and will perform test of controls for each of these major accounting and financial reporting cycles. We generally select sample sizes between 40 and 60 items on a random basis and a second sample of large disbursements over a certain level. We plan to increase the sample sizes in areas that have increased risk due to changes in personnel, policies, or other such matters as determined in our Pre-engagement meeting.

During our interim fieldwork, we will also perform our analysis of internal controls and if required, involving Federal Awards. Our determination of Major Programs will include the input by Management during our Pre-Engagement Planning meeting. We will also perform our tests of compliance with respect to the Uniform Guidance on each Federal award designated as a Major Program for each.

Our analysis of internal controls for both accounting and financial reporting and for Federal award compliance will be accomplished through interviews with specific personnel in the various areas being analyzed, walk-throughs of selected transactions and finally through our test of controls.

We expect the interim fieldwork to consist of two members of our Firm to be involved in the Interim. We will perform our work remotely or in the Town of Fairplay's office at times convenient for the Town of Fairplay's staff. During the interim work, we expect a Senior Team Member to be on site during the entire interim period.

We will adjust our audit approach based upon the results of the interim audit procedures. We will communicate with you any significant changes to our audit approach that might affect the Town of Fairplay's process in closing its books and preparing schedules for the audit.

At the conclusion of the interim fieldwork, you will expect to know any significant deficiencies, material weaknesses, or issues of non-compliance with Federal awards we have identified through internal control analysis, test of controls and test of compliance. This will give you ample time to investigate these issues, agree or disagree with our assessments and provide Management's response. We believe that providing you with this information at this time increases the level and effectiveness of our communication.



Audit Approach (Continued)

Engagement Planning

Our engagement planning segment of the audit will obtain from the Town of Fairplay, Colorado the year end trial balances and the PBCs as determined in our Pre-Engagement meeting. We would like to receive as much of this information electronically as possible. We will build our audit file with the trial balance and audit schedules obtained from you during this time. We will reconcile audit schedules to the trial balances, prepare our budget to actual analysis and even prepare initial financial statements from this information.

We will then make our audit selections for vouching in as many audit areas as possible and accumulate audit questions we will ask regarding the schedules provided to us. We will communicate these selections and questions electronically before our final fieldwork begins so that you can adequately plan for our final fieldwork.

This engagement planning will be conducted in our offices, and we expect this process to occur shortly after receiving the trial balances and audit schedules are available to us.

At the conclusion of this segment, you will expect to know the audit selections for the various audit areas we intend to examine, the questions we have as a result of our fluctuation analysis and other areas we will want to test on the year ending balances.

At the conclusion of this segment, you will expect to know the testing samples on the year end balances we intend to examine so that you have the ability to pull the appropriate documentation. You will know the major questions we have regarding audit schedules and fluctuation analysis so that you have the ability to research the answers. We will conduct a progress conference and will also communicate to you any additional information we will need that we have not already received.

Final Fieldwork

We expect we will conduct our final fieldwork following the receipt of the trial balances and audit schedules. We anticipate on-site final fieldwork to begin during the month of March. During the final fieldwork we will examine the supporting documentation on the testing items we selected in the previous segment and obtain answers to our questions we provided. We will address any further audit items that may arise during this segment, so that when the final fieldwork is over, our audit procedures are complete, and our audit file will be finished.

The audit review by our management will be conducted in your offices during final fieldwork, so that any issues that arise can be easily communicated and quickly resolved. Our goal is to be very proactive in our communications, which should help to eliminate any surprises by completing our primary workpaper review during final fieldwork.



Audit Approach (Continued)

Engagement Conclusion

At this conclusion, we will have an exit conference with the Town of Fairplay's management that will include a discussion of our audit process, the results of our audit work, and summarize any management comments (including significant deficiencies, material weaknesses, or issues of non-compliance of Federal awards). We say we will summarize these items because we will be communicating any issues we find throughout the audit process, in both interim and final fieldwork. We expect you will have no surprises.

Final fieldwork will be conducted by an In-Charge staff auditor and Lauren Walsh will be conducting the Quality Review of the final audit. We expect final fieldwork to consist of aforementioned auditors for a period of 2 to 5 days. At the conclusion of this segment, you should already know if there were any audit findings and have had the opportunity to respond to those audit findings. If we do not encounter any audit irregularities or delays, we anticipate submitting the report to the Town of Fairplay, Colorado on time.

Federal Audit Clearinghouse: Single Audit Submission

We will also submit the audit report and federal award information to the Federal Audit Clearinghouse pursuant to the filing requirement timeframes, as applicable.

Summary

We believe a well-executed audit is a result of a high level of communication through all phases of the audit process. That is why we have highlighted extensive communication processes throughout the audit steps noted above. We pledge to you we will maintain a high level of communication throughout the audit and throughout the year.

Summary Schedule for Audit Engagement

- Auditor provides PBC schedules to Town by December 2024.
- First year interim field work commences December 2024/January 2025.
- Final fieldwork commences in March 2025.
- Finance Director provides MD&A, for the financial statements, early April 2025.
- Draft audit report and management rep letter to Finance Director by April 2025.
- Finance Director reviews of draft and provides comments to auditor by April 2025.
- Auditor provides final report by May 2025.
- Partner of audit firm presents audit report to the Town Mayor and Board of Trustees.



Engagement Team

We have selected an audit team that we believe will be effective and efficient for the audit. The supervisory personnel are as follows:

Jim Hinkle – Managing Partner

Jim is our Managing Partner and will oversee the engagement to ensure you receive the highest level of service in both quality of audit and personalized service. We expect you to become one of our significant references!

Lauren Walsh – Manager, Accounting and Auditing

Lauren will be the Audit Manager for your engagement. Lauren brings more than eight years of experience providing audit services to various industries during her career in public accounting, including local governments. Lauren will bring detailed knowledge of new GASB pronouncements, how they may impact the Town, and assist with the implementation of new standards applicable to the Town. Lauren will ensure the Town has access to a knowledge base on all accounting and reporting issues pertinent to the Town during the audit and throughout the year.

Cheryl Carlson – Staff Auditor

Cheryl will be the Staff Auditor of performing audit procedures. Cheryl has 27 years of accounting experience for both Fortune 500 company and non-profits. During Cheryl's recent auditing experience, she has worked with counties, cities, schools, and non-profits. Cheryl holds a Bachelor of Arts in Economics from Duke University as well as a Masters of International Business from the University of South Carolina.

By pulling our most experienced Firm members from both the Frisco and Denver offices, we believe you will have the best possible audit team and substantial experience with town audits, audits of cities counties and preparation of ACFRs. We plan to provide the audit staff members from the Frisco, Colorado office. No member of our engagement team has had any complaints filed with any licensing body in the past 15 years.



Engagement Team (Continued)

James D. Hinkle, CPA/ABV, CVA, CMAP, MAFF, CFF Partner

(T) (303) 796-1000
(F) (303) 796-1001

Jim@HinkleCPAs.com



Engagement Responsibility: Jim will be the Engagement Partner and have responsibility for communication with management and primary reviewer of all audit work.

Education: B.S. Accounting and Business Administration, Kansas University, Lawrence, Kansas.

Current Responsibilities: Audit Partner in the public accounting firm of Hinkle & Company, PC.

Other Related Training/Education: Certified Public Accountant in the State of Colorado, Oklahoma, California, Arkansas, Kansas, and Missouri. Member of the American Institute of CPAs and the Colorado Society of CPAs and the Oklahoma Society of CPAs.

Professional Experience: Jim has over 35 years of experience with national public accounting firms and Hinkle & Company, PC.

Jim spent 13 years with Baird, Kurtz & Dobson (BKD) in Kansas City and Tulsa. During this time, he was one of two members who taught Single Audits in internal CPE classes. For two years, Jim left public accounting and managed a \$20 million sales organization who was a previous BKD client.

In 1997, Jim began Hinkle & Company, PC and built a full-service CPA Firm that provides audit, income tax and bookkeeping services to clients throughout the Midwest. Today, the Firm employs over 27 professional and support staff, performs over 200 audits and services over 800 tax clients. The Firm is licensed to practice in seven states throughout the Midwest.



Engagement Team (Continued)

Lauren Walsh, MSA **Audit Manager – Accounting & Auditing**

(T) (303) 796-1000
(F) (303) 796-1001

Lauren.W@HinkleCPAs.com

Engagement Responsibility: Lauren will be the Manager and the primary audit contact on all interim and final fieldwork procedures.

Education: B.S. Business Administration and Master of Sciences in Accounting, Texas Tech University, Lubbock, Texas.

Current Responsibilities: Audit Manager in the public accounting firm of Hinkle & Company, PC.

Other Related Training/Education: Most continuing education in the past three years has been related to accounting and auditing.

Professional Experience: Lauren has over eight years of experience with local and non-local public accounting firms in Colorado, Texas, and Alaska.

Lauren has provided audit and consulting services to various industries during her career in public accounting, including governments, and not for profit organizations as well as public and non-public companies in the manufacturing, insurance, and private equity industries.

Lauren is currently responsible for audits of counties, cities, school districts and charter schools of varying sizes in Colorado.

Lauren has performed internal control and policies and procedures reviews and prepared the presentation of recommendations to management and governing boards.



Engagement Team (Continued)

Cheryl Carlson Staff Auditor

(T) (303) 796-1000
(F) (303) 796-1001

Cheryl.C@HinkleCPAs.com

Engagement Responsibility: Cheryl's principal responsibility will be completing the detailed audit work as well as being one of the primary contacts.

Education: B.A. Economics, Duke University, Durham N.C.; Masters of International Business, University of South Carolina, Columbia, South Carolina.

Current Responsibilities: Staff Auditor for the Colorado practice in the public accounting firm of Hinkle & Company, PC.

Other Related Training/Education: Member of the American Institute of CPAs and Colorado Society of CPAs. Most continuing education in the past year has been related to accounting and auditing.

Professional Experience: Cheryl has worked with Hinkle & Company since March of 2024 working in the audit area.

Cheryl has over 19 years of professional experience with a Fortune 500 company including accounting, budgeting, reporting and analysis. Managed teams including international assignments.

Cheryl has over 6 years of non-profit accounting experience, smaller organizations with few resources. Supporting the community by managing grant spending, maintaining compliance with grantors, and receiving clean audits over multiple years.



Exhibits

Attached are the following exhibits which are considered an integral part of this proposal.

Exhibit 1	Client References
Exhibit 2	Peer Review Report
Exhibit 3	Firm & CPA Licenses
Addendum A	Schedule of Professional Fees

Summary

We would like to thank you for this opportunity to be considered for your auditing needs and to provide you with information about Hinkle & Company, PC. We are confident our successful track record in the completion of audits of similar governmental agencies has demonstrated that we possess the qualifications, competencies, and capacity to satisfy the requirements for the Town of Fairplay's financial and single audit, on time and on budget. If you have any questions, we invite you to please contact us. We are excited about submitting this proposal and we are asking for the opportunity to provide you with professional audit and compliance services. Thank you!



Exhibit 1– Client References

<u>Organization Name/Audit type</u>	<u>Contact</u>	<u>Telephone</u>
Town of Berthoud Audit	Cindy Leach Director of Finance & Human Resources cleach@berthoud.org	(970) 344-5877
Town of Morrison Audit	Ariana Neverdahl Town Clerk aneverdahl@morrissonco.us	(303) 697-8749
Town of Windsor Audit	Dean Moyer Finance Director dmoyer@windsorgov.com	(970) 674-2418
Town of Silverthorne Audit/ACFR	Laura Kennedy Director of Finance and Administrative Services (Received GFOA Certificate) lkennedy@silverthorne.org	(970) 262-7300
Town of Breckenridge Audit/ACFR	Dave Byrd Finance Director daveb@townofbreckenridge.com	(970) 453-3382

**Example/samples of audit of financial statements and ACFR reports are available on referenced client websites.



Exhibit 2 - Peer Review



Finley & Cook, PLLC 

405-878-7300 

Finley-Cook.com 

1421 East 45th Street 
Shawnee, OK 74804

Report on the Firm's System of Quality Control

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Hinkle & Company, PC (the "firm") in effect for the year ended September 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Exhibit 2 - Peer Review

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs
Page -2-

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Hinkle & Company, PC in effect for the year ended September 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Hinkle & Company, PC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Finley & Cook, PLLC". The signature is written in a cursive, flowing style.

Shawnee, Oklahoma
August 30, 2023

December 04, 2023

James Hinkle
Hinkle & Company PC
5028 E 101st ST Ste A
Tulsa, OK 74137-5821

Dear James Hinkle:

It is my pleasure to notify you that on November 30, 2023, the Oklahoma Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is March 31, 2026. This is the date by which all review documents should be completed and submitted to the administering entity. Since your due date falls between January and April, you can arrange to have your review a few months earlier to avoid having a review during tax season.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

OSCPA Peer Review Committee

Peer Review Committee
peerreview@oscpa.com
1-800-522-8261 ext. 3810

cc: Danny Bledsoe

Firm Number: 900010140928

Review Number: 601404



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

STAFF REPORT

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: New Business Items B – Resolution No. 42 Accepting a Proposal for Town Attorney /
Legal Counsel Services

DATE: November 18, 2024

BACKGROUND/ANALYSIS:

During budget discussions this year, Staff recommended the Town go out to RFP for Town Attorney Services. While Staff felt the current firm was generally doing an acceptable job, Staff cited multiple projects on the horizon for the Town that would require more depth and experience and a firm that would be able to dedicate more time and attention to the Town's needs. The Board generally agreed and Requests for Proposals (RFPs) were solicited with a closing date of October 25, 2024.

Three (3) proposals were received from qualified firms. Staff reviewed the proposals and performed due diligence in researching the firms by contacting other Towns and Cities to obtain information on the level and quality of services rendered to their particular entity. For this particular service, Town Planner Scot Hunn was also asked if he had any experience with any of the firms or their Attorneys since a big part of what the Town is looking to accomplish in 2025 is updating of Land Use code. Hunn advised that he was only familiar with the firm of Murray Dahl Beery and Renaud (MDBR) citing that Attorney Renaud was considered one of the best authorities on land use planning and development related matters. The team of attorneys within the firm are of the highest caliber and all reference checks came back with nothing but positive comments. Attorney Joseph Rivera is recommended to be the designated Town Attorney with Thad Renaud designated backup Town Attorney. A fellow Clerk I spoke to advised that Mr. Rivera was very easy to work with, responsive, knowledgeable and most helpful. While a Town Administrator I spoke to said Rivera was prompt, no-nonsense, readily available, and reasonable. He also felt his Town was very fortunate to have been represented by the firm during a recent high-profile lawsuit.

Due to the aforementioned qualifications and positive reference checks, Staff wholeheartedly agreed that the firm of Murray Dahl Beery and Renaud (MDBR) most closely matched the Town's desired qualifications, price, and service capabilities and would be best suited to represent the Town of Fairplay as its appointed legal counsel. Therefore, Staff recommends the Town of Fairplay accept the proposal submitted from Hinkle and Company, PC for Town Auditor services beginning in 2025

“Where History Meets the High Country”

PROPOSED MOTION:

Staff recommends the Board approve Resolution No. 42, Series of 2024, by a separate motion, second and roll call vote to accept the proposal from Murray Dahl Beery and Renaud, LLP, for Town Attorney services and approve the related Professional Legal Services Agreement as presented.

Attachments:

- Resolution 42, of Series 2024
- Attorney-Client Engagement Agreement With Exhibits
- Murray Dahl Beery and Renaud (MDBR) Cover Letter and Attorney Resumes

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 42

Series of 2024

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ACCEPTING A PROPOSAL FROM MURRAY DAHL BEERY RENAUD, LLP FOR TOWN ATTORNEY SERVICES, AUTHORIZING THE EXECUTION OF A PROFESSIONAL LEGAL SERVICES AGREEMENT, AND APPOINTING JOSEPH RIVERA TOWN ATTORNEY.

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 of Fairplay solicited proposals (RFPs) for Town Attorney services; and

WHEREAS, three (3) proposals were received and Staff reviewed all taking into consideration qualifications, price, products, service capabilities and other factors relevant to the Town's policies, programs, and budget; and

WHEREAS, the Town desires to contract with a legal firm to provide professional and high-quality legal counsel services; and

WHEREAS, reference checks for the firm of Murray Dahl Beery Renaud, LLP, were extremely positive, and the firm represents that it possesses the knowledge, skills and abilities to successfully and adequately complete the required services; and

WHEREAS, Staff is recommending the Board enter into an agreement with Murray Dahl Beery Renaud, LLP, for legal counsel services and appoint Joseph Rivera Town Attorney.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the Professional Legal Services Agreement between the Town of Fairplay and firm of Murray Dahl Beery Renaud, LLP, attached hereto as "Exhibit A" is approved and the Mayor is authorized to execute same on behalf of the Town. Furthermore, Joseph Rivera is appointed Town Attorney effective January 1, 2025.

RESOLVED, APPROVED, and ADOPTED this 18th day of November, 2024.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

EXHIBIT A

ATTORNEY-CLIENT ENGAGEMENT AGREEMENT

THIS ATTORNEY-CLIENT ENGAGEMENT AGREEMENT (Agreement) is a contract for professional legal services effective January 1, 2025, between Murray Dahl Beery & Renaud LLP (MDBR or the “Firm”) and the Town of Fairplay, Colorado (the “Town” or the “Client”), under which MDBR shall perform legal services for the Town.

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

WHEREAS, by formal action at their regular meeting on November 19, 2024, the Mayor and Board of Trustees approved said appointment of the MDBR as Town Attorney; and

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

1. **Legal Services.** The general legal services (“General Legal Services”) MDBR will be providing to the Town, will include but not be limited to:
 - a) Attending regular and special meetings and work sessions of the Town Board and other board, committee and commission meetings and staff meetings as requested and scheduled, electronically or in-person;
 - b) Reviewing and preparing staff reports, ordinances, resolutions, agreements, contracts, deeds, leases, easements, and other routine and non-routine Town business documents;
 - c) Reviewing and advising Town staff on land use and historic preservation applications;
 - d) Advising on liquor, marijuana, short-term rental and other licensing matters;
 - e) Enforcing and providing legal advice regarding enforcement of Town ordinances, zoning, and building standards through administrative or judicial proceedings;
 - f) Legal work pertaining to property acquisition (excluding eminent domain) and disposal, right-of-way vacations and other issues, easements, construction, and maintenance of public improvements and other real property matters;
 - g) Monitoring and advising the Town of new legislation and court decisions affecting municipalities;
 - h) Providing legal advice on personnel matters in all aspects of employment law;
 - i) Providing legal advice, training, and support to the Town Board, Town administrative personnel, Town departments, boards, committees, and commissions; and

- j) Representing Town and/or coordinating outside legal counsel services on behalf of the Town at local, state and federal level.
- k) Perform other duties as may be prescribed by the Mayor, Board of Trustees, or Town Administrator.
- l) Other duties as assigned by Mayor, Board of Trustees or Town Administrator.

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

3. **Designated Town Attorney.** The name of the Town Attorney within MDBR who will be primarily responsible for all legal services to be rendered to the Town is Joseph Rivera. The Town Attorney may delegate certain research or drafting projects or other matters to other attorneys in MDBR who have expertise in the area of the legal services requested; however, any such delegated work will be performed directly under his supervision and responsibility.

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

5. **Performance Review.** The parties agree that the performance of the Town Attorney shall be reviewed by the Town's Mayor and Board of Trustees and Town Manager annually, or at the discretion of the Town.

6. **Billing Statement.** The Firm will provide to the Town a computer generated billing statement each month setting forth the following information in a readable, detailed format:

- a) The date services are provided.
- b) The description of those services.
- c) The legal professional performing those services.
- d) The applicable hourly rate.
- e) The amount of time expended.
- f) A total of the cost of those services.

- g) With respect to disbursements and other expenses, the billing statement will indicate the date, the item of expense and the cost of that expense in a cumulative total of all expenses that month.

7. **Fees and Expenses.** The Client will compensate MDBR for professional legal services at the hourly rates indicated below.

<u>Attorney</u>	<u>Hourly Municipal Rate</u>	<u>Developer Reimbursement Rate</u>
Joseph Rivera	\$ 235.00	\$ 275.00
Carmen Beery	\$ 235.00	\$ 275.00
Gerald E. Dahl	\$ 235.00	\$ 275.00
Thad Renaud	\$ 235.00	\$ 275.00
Nicholas Klein	\$ 160.00	\$ 195.00
Paralegals	\$ 115.00	\$ 115.00

- a) **Other Expenses.** In addition to the foregoing hourly rates for legal services, MDBR shall charge and the Client shall pay all costs incurred by MDBR in providing legal services to the Client. Examples of such costs include charges for filing fees, mileage, photocopies, color printing, messenger service, etc. at the rates set forth in the attached **Schedule of Costs**. The Firm will not charge travel time to attend the Board of Trustees regular meetings. For all other travel, the Firm will charge for half of the travel time and will charge for round trip mileage at the IRS-approved rate from MDBR's offices or point of origination.
- b) **Monthly Billings.** MDBR will issue a detailed, itemized billing statement each month, for both fees and disbursements. All invoices will reflect services already performed and disbursements already made, and are due upon receipt. Any amounts not paid within 60 days of the date of the bill shall be subject to a late payment charge of 1-1/2% per month (18% per year). If the Client fails to pay any charges within 90 days of the date of the bill the Firm may elect to stop all work for the Client. The Client's obligation to make prompt payment of all charges does not depend upon achievement of any specific result. Payments will be applied first to the oldest amounts outstanding.
- c) **Rate Adjustments.** Adjustments in the Firm's hourly rates for legal services and other charges do occur from time to time, and we will request your written approval before making any such adjustments to the hourly rates to be charged under this Agreement. Notwithstanding the foregoing, the Firm agrees that it shall not raise nor seek to raise the hourly rates for legal services listed within this Agreement for a period of at least two (2) years from the effective date of this Agreement.

8. **Arbitration.** Although we do not expect that any dispute between us will arise, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Firm or the quality of the Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The Client and the Firm

acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. This clause does not prevent the Town and the Law Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.

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

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

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

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

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

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

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

IN WITNESS WHEREOF the parties have set their hands and seals effective as of the date and year indicated below.

MURRAY DAHL BEERY & RENAUD LLP

By: 
Thad Renaud

Date: November 14, 2024

CLIENT:

TOWN OF FAIRPLAY, COLORADO

By: _____
Frank Just, Mayor

Date: _____

MURRAY DAHL BEERY & RENAUD LLP
SCHEDULE OF COSTS

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Faxes:** There is no charge for faxes received or for faxes sent within the local calling area. For faxes sent outside of the local calling area, the client is charged for the long distance telephone connection.
3. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the Firm. Copying, collating, binding, and scanning performed outside the Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
4. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
5. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
6. **Mileage:** Mileage is charged at a rate consistent with the guidelines published by the IRS.
7. **Other Costs:** Other third party costs will be billed to clients at the same rate the Firm is billed for the third party services.

MURRAY DAHL BEERY & RENAUD LLP
PRIVACY POLICY NOTICE

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

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

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

PRIVACY POLICY:

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

CONFIDENTIALITY AND SECURITY:

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

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



Joseph Rivera

October 24, 2024

Original sent via electronic mail to: jsciacca@fairplayco.us

Janell Sciacca, Town Administrator
Town of Fairplay
901 Main Street
P.O. Box 267
Fairplay, CO 80440

Re: Town of Fairplay, Colorado's ("Town") Request for Proposals (RFP) for Town Attorney Services

Dear Ms. Sciacca:

Murray Dahl Beery & Renaud LLP ("Firm" or "MDBR"), is pleased to respond to the Town's RFP for Town Attorney Services.

MDBR is in the business of representing local governments. Collectively, the attorneys at MDBR represent seven Colorado municipalities as the designated city or town attorney as well as serving as general counsel for several urban renewal authorities, downtown development authorities and business improvement districts. Additionally, we also serve as special counsel to numerous municipalities, counties and special districts on both sides of the Continental Divide.

The Firm's six attorneys bring to the Town of Fairplay a cumulative total of over 100 years of experience representing local governments. By working as a team, we leverage our cumulative knowledge and experience to provide timely, accurate, cost-effective, and ethical legal opinions to the Town.

We regularly advise clients on the following issues: open meetings law, Colorado open records law (CORA and CCJRA), TABOR and other tax matters, land use matters and development issues – including the review, approval or modification of development applications and cost-sharing agreements between the local government and developer(s), employment issues, local law enforcement issues, liquor and marijuana and general business licensing matters, drafting land use codes and developing internal policies and procedures. MDBR also advises local governments in contract matters and other types of business transactions, including intergovernmental contracts, memorandums of understanding, agreements to purchase goods and services, and the purchase or sale of real estate.

MDBR's expertise also extends to real estate litigation, including the representation of governmental clients in condemnation, quiet title, annexation and a wide variety of development and land use matters and Rule 106(a)(4) appeals.

Attorneys at Law

710 Kipling Street, Suite 300 Lakewood, Colorado 80215 Main 303.493.6670 Fax 303.945.7960
Direct 303.493.6678 jrivera@mdbrlaw.com

Janell Sciacca, Town Administrator – Town of Fairplay
Re: Response to Town of Fairplay, Colorado's RFP for Town Attorney Services
October 24, 2024
Page 2

While MDBR proposes a team approach to providing legal services to the Town of Fairplay, we recognize the need to designate one individual as the Town Attorney. With that in mind, Joseph Rivera would serve as the Town Attorney and Thad Renaud would serve as the designated back-up.

The Firm understands that this proposal and cost schedule shall be valid and binding for ninety (90) days from the date of submission of this proposal to the Town.

MDBR's proposal is organized according to the Required Responses listed in the Town's RFP and is organized as follows: Proposer's Certification, Town Attorney Services Approach, Qualifications and Experience, References, and Cost Proposal. Attorney Résumés are provided in Attachment 1.

Thank you very much for your consideration of this proposal. Please do not hesitate to contact me with any questions you may have. I would appreciate the opportunity to meet with you to discuss this proposal further.

Sincerely,

MURRAY DAHL BEERY & RENAUD LLP

A handwritten signature in black ink, appearing to read 'JR' with a stylized flourish.

Joseph Rivera, Special Counsel

JMR/cw

Attachments as stated above



SERVICES PROVIDED AND COMMITMENT TO CUSTOMER SERVICE

MDBR is in the business of representing local governments.

MDBR's attorneys have years of experience representing municipalities and know that developing strong relationships with the Town's staff is a critical component to providing high quality legal representation to the Town's Board of Trustees. So that we are prepared to answer any questions the Board of Trustees or community members may ask, the Firm's attorneys endeavor to work closely with Town staff to develop a thorough understanding of the issues the Town faces.

The Firm's attorney's will keep the Town ahead of changes in the law. MDBR's attorneys keep apprised of and will inform the Town of any important changes in statutes, legislation or court decisions or other new legal requirements affecting municipalities. The Firm's attorneys also frequently provide training to elected officials, staff and various municipal boards and commissions on elections, and open meetings/open records among other matters.

The Firm's attorneys take pride in providing timely, concise and clear communications to elected officials and Town staff. We know how to clearly and succinctly explain complex legal issues. And when necessary, the Firm takes great care in drafting high quality and accessible legal memorandum. Additionally, the Firm is always available and able to assist in setting up study sessions.

The Firm provides a wide range of legal services. In addition to representing the Town in day-to-day matters, MDBR's expertise also extends to real estate litigation, including the representation of governmental clients in condemnation, quiet title, annexation, and a wide variety of development and land use matters and Rule 106(a)(4) appeals.

PROFESSIONALISM

We are experienced municipal law specialists and we pride ourselves on our outstanding professionalism. The Firm's attorneys take pride in combining top notch legal analysis with creative problem-solving, and a high level of customer service and attention to detail. Our attorneys are in town board and city council meetings several times each week. Of course, each town and its issues are unique, but our attorneys have the advantage of having addressed similar issues in a variety of other jurisdictions. We draw on that experience to foster an environment of collaboration where attorneys can provide superlative work through the combined strengths of the individual attorneys who comprise the Firm. Recognizing that each specific problem calls for a specific solution, we provide our clients a comprehensive yet focused approach to the practice of law.

COMMUNICATION

Effective working relationships rely on clear and concise communication. One of the methods MDBR uses to facilitate communication is to hold weekly office hours to discuss the status of pending projects and requests. We find that regular and consistent meetings encourage collaboration, provide greater opportunities for the Firm to become better enmeshed in the Town's culture and work flow, and result in a better final product.

MDBR's attorneys will also provide detailed billing entries to the Town. In so doing, we will be able to provide you with another means to check the status of pending projects and requests.

We have also found great value in periodically meeting with clients to discuss billing and would do the same for the Town. These conversations will help us to confirm that we are providing valued and efficient legal services to you. These billing review meetings have proven especially important for MDBR to develop strong relationships with new clients.

RESPONSIVENESS

The Firm maintains a general policy of responding to all voicemail and e-mail messages as soon as possible, but no later than one business day. MDBR maintains a policy of sending an e-mail message confirming receipt of a request or inquiry and providing a date by which Town elected officials or staff should expect a response. Upon receiving direction and/or an inquiry from the Town, if the requested guidance is not immediately provided, within one business day of the initial request, the requesting party will receive an acknowledgment of the request and an estimated response date. For general municipal advisement, the Town should expect to receive a response within one business day.

Of course, some issues warrant and require an expedited response. Because our clients' success is of paramount concern to us, our attorneys often provide after-hours and emergency guidance to its clients. In the event the Town selects the Firm, we would establish a process by which the Board of Trustees and Town staff are able to immediately communicate with Firm lawyers about issues that require immediate attention.

INSURANCE COVERAGE

The Firm's professional liability insurance is with ALPS, P.O. Box 9169, Missoula, MT 59807-9169. Our policy limit is \$2,000,000 per claim and \$2,000,000 aggregate.

Our Workers Compensation and Business Liability is through The Hanover Insurance Group (P.O. Box 580045; Charlotte, NC 28258-0045) and is \$1,000,000 per claim and \$2,000,000 aggregate. Comprehensive auto for hired and non-owned vehicles is \$500,000.

Should the Firm be selected as the Town's attorney, a certificate of insurance shall be provided to the Town as evidence that the required policies are in full force and effect.



QUALIFICATIONS AND EXPERIENCE OF MDBR ATTORNEYS

Each attorney is admitted to practice law in Colorado and is in good standing with the Colorado Bar. Below are brief bios of each attorney who would be providing services to the Town. Their respective résumés are provided in **Attachment 1**.

Joseph Rivera

Since 2007, Mr. Rivera's practice has been almost exclusively devoted to the representation of Colorado's local governments. His practice focuses on general municipal representation and representing local governments in real estate litigation. Mr. Rivera has experience guiding municipalities through the day-to-day issues of governing, including drafting ordinances and resolutions, responding to information requests (CORA and CCJRA), serving as counsel to boards, councils, and planning commissions, navigating employment issues; prosecuting code violations, and advising liquor and business licensing and tax authorities. Mr. Rivera currently serves as the Assistant City Attorney for the City of Wheat Ridge and Assistant Town Attorney for the Town of Georgetown. Mr. Rivera formerly served as the Town Attorney for the Town of Monument and the Town of Morrison.

He also has an active and varied litigation practice and has acted as special counsel for several Colorado local governments in real estate litigation, including condemnation, quiet title actions, land use matters, and employment matters. In addition to being a member of the Colorado Bar, Mr. Rivera serves on the executive committee for the Local Government Counsel Section of the Colorado Bar Association and serves as the section's representative to the Colorado Bar Association's Board of Governors.

Thad Renaud

Mr. Renaud was admitted to the Colorado Bar in 1993. He has practiced in the areas of local government, land use and real estate law. He has been the Town Attorney for the Town of Frisco since 2004 and served as the City Attorney for the City of Edgewater from 2008 to 2023. He has acted as special counsel for several Colorado cities and towns in various land use and litigation matters. Mr. Renaud has written and lectured on topics as varied as the regulation of speech in public forums; the law of subdivisions in Colorado; and the use of local code provisions to promote affordable housing.

Gerald Dahl

Mr. Dahl was admitted to the Colorado Bar in 1976 and is a founding partner of the Firm. He has been a city and town attorney for his entire career representing both statutory and home rule municipalities on election matters, drafting numerous ballot questions and TABOR notices, as well as handling recall elections, special elections, and election contests. Mr. Dahl regularly writes and lectures on local government land use, annexation, and public officials' duties and responsibilities. He has also worked with several Colorado counties, assisting them with sales tax and water conservancy matters, and in revising their land use regulations. Mr. Dahl is the City Attorney for the City of Wheat Ridge and the town attorney for the Towns of Georgetown, Poncha Springs and Mt. Crested Butte.

Carmen Beery

Since her admission to the Colorado Bar in 2000, Ms. Beery has provided direct advice to municipal staff and officials, planning commissions, licensing authorities, and boards of adjustment on the multitude of issues that arise in local government operations, such as Open Records Act requests, Sunshine Law issues, the review of proposed contracts, easements, ordinances and resolutions. Additionally, Ms. Beery has drafted and provided guidance related to licensing rules and regulations, contracts, intergovernmental agreements, and policies for the Firm's governmental clients. Ms. Beery has also advised clients on licensing matters such as liquor, marijuana, and short-term rentals. She will contribute to the Town's success by offering expertise and experience in election, land use, TABOR and taxation, and statutory compliance matters. Ms. Beery is the city attorney for the Cities of Idaho Springs and Edgewater.

Malcolm Murray

Malcolm M. Murray, of counsel at the Firm, possesses considerable experience in condemnation matters and has served as general counsel and special counsel to several urban renewal authorities. Mr. Murray would be available to provide to the Town his considerable knowledge and experience in providing advice on urban renewal and redevelopment issues.

Mr. Murray specializes in the representation of municipalities, counties and other public agencies in condemnation and redevelopment matters. He is a past Assistant Attorney General representing the Colorado Department of Highways. His practice includes extensive litigation experience with particular emphasis in condemnation and environmental matters. His land use experience includes complex litigation as well as annexation and zoning of property throughout the state. Mr. Murray was admitted to the Colorado bar in 1976.

Nicholas Klein

Mr. Klein is an Associate attorney with the Firm who was admitted to the Colorado Bar in 2022. His experience includes advising the Firm's clients in the areas of municipal election law, liquor licensing, land use law and litigation, code enforcement, business licensing, and drafting of a wide variety of ordinances and agreements. He serves as the municipal prosecutor for the Towns of Frisco, Hayden, Mt. Crested Butte and City of Leadville. He is the Deputy City Attorney for the Cities of Edgewater and Idaho Springs.



REFERENCES

Town of Georgetown

Rick Keuroglan, Town Administrator
Town of Georgetown
404 6th Street
Georgetown, CO 80444
(303) 569-2555 ext. 3

Town of Poncha Springs

Lance Hostetter, Town Administrator
P.O. Box 190
Poncha Springs, CO 81242
(719) 539-6882 Ext. 104

City of Wheat Ridge

Patrick Goff, City Manager
City of Wheat Ridge
7500 W. 29th Avenue
Wheat Ridge, CO 80033
(303) 235-2805

City of Idaho Springs

Andrew Marsh, City Administrator
P.O. Box 907
Idaho Springs, CO 80452
(303) 567-4421

Town of Monument

Don Wilson, former Mayor of Monument
(720) 849-8854



Joseph Rivera, Special Counsel

Murray Dahl Beery & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215
Direct dial: 303-493-6678
Email: jrivera@mdbrlaw.com

Education

J.D. School of Law, University of Colorado, 2004
M.S. Public Policy Research, School of Justice Studies, College of Public Programs, Arizona State University, Tempe AZ, 1998
B.A. Political Science, University of Colorado at Boulder, 1994

Professional Experience

Mr. Rivera's practice focuses on general municipal representation and real estate litigation. Mr. Rivera's local government practice extends over a broad range of municipal legal services, including general counsel to municipal administrators and governing bodies, counsel of planning commissions, the prosecution of municipal code violations, and advising liquor licensing authorities. Mr. Rivera currently serves as the Assistant City Attorney for the City of Wheat Ridge and Assistant Town Attorney for the Town of Georgetown. Mr. Rivera formerly served as the Town Attorney for the Town of Monument and the Town of Morrison.

Mr. Rivera also represents governmental entities in condemnation matters, quiet title actions, and land use litigation throughout Colorado. He also advises Colorado municipalities on employment matters, police matters, land use and zoning issues, real property acquisition, and liquor licensing.

Prior to joining MDBR, Mr. Rivera served as an Assistant City Attorney for the City and County of Denver for approximately seven years. While with Denver, Mr. Rivera practiced extensively in federal court defending constitutional claims under 42 USC 1983, employment discrimination claims under Title VII, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), tort claims against the City and its employees in state court in addition to providing legal advice to human resource managers. Mr. Rivera also served as a deputy district attorney for 17th Judicial District (Adams and Broomfield Counties) for approximately three years and before that served as a Judicial Fellow to Colorado Supreme Court Justice Alex Martinez.

Before becoming an attorney, Mr. Rivera worked as campaign staff and designed and implemented public policy initiatives for elected officials at the municipal, state, and federal levels.

Bar Admissions

United States District Court of Colorado, 2007, Colorado, 2004

Professional Affiliations

Executive Council, Government Counsel and Litigation Sections, Colorado Bar Association
Metro City Attorneys Association

Reported Cases

Forest View Co. v. Town of Monument, 18SC793
Town of Monument v. State Bd. of Land Comm'rs, 17CA1663

Speeches/Presentations

- *Urban Renewal and Eminent Domain: Challenges to Using Condemnation to Combat Blight*. CLE International, Denver, Colorado 2015.
- *Update on Condemnation Law*. Colorado Municipal League Attorney's Conference, Colorado Springs, Colorado 2017.



Thad W. Renaud, Partner

Murray Dahl Beery & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215
Direct Dial: 303-493-6676
Email: trenaud@mdbrlaw.com

Education

J.D. with honors, University of Texas School of Law, 1993
B.A. in Political Science with emphasis in Public Administration, University of Texas at Arlington, 1990

Professional Experience

Mr. Renaud's practice focuses on general municipal representation of local governments. His particular specialty involves advising local governments in land use regulatory matters and representing local governments in land use litigation. He also represents private individuals and homeowners associations on a variety of land use and development issues. Mr. Renaud currently serves as the Town Attorney for the Town of Frisco, and as special counsel to the Town of Hayden. Mr. Renaud formerly served as the City Attorney for the Cities of Edgewater, and Cherry Hills Village and as Assistant City Attorney for the City of Lafayette.

Mr. Renaud's local government practice has involved a broad range of municipal legal services including general counsel to municipal administrators and governing bodies, counsel of planning commissions and boards of adjustment on land use matters, the prosecution of municipal code violations in both bench and jury trials, and advising liquor licensing authorities. Mr. Renaud's practice addresses matters such as annexation, zoning, subdivision, economic development through public-private partnerships, real estate purchase and sale, intergovernmental agreements and subdivision improvement agreements.

Mr. Renaud also has extensive experience in the preparation of local legislation and has drafted ordinances addressing topics as varied as the comprehensive regulation of adult uses, affordable housing through inclusionary zoning, public improvement assessment districts, growth management and water conservation.

Professional Memberships and Activities

Colorado Bar Association
Denver Bar Association
Colorado Municipal League
Metro City Attorney's Association



Gerald E. Dahl, Partner

Murray Dahl Beery & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215
Direct dial: 303-493-6686
E-mail: gdahl@mdbrlaw.com

Education

B.A., Political Science, University of Colorado, 1972
J.D., University of Colorado, 1976

Professional Experience

Since 1976 Mr. Dahl has practiced in local government law, emphasizing land use regulation, annexation, government operations, public officials' roles and responsibilities, and governmental liability.

Mr. Dahl represents private and government interests in the planning and development of land. His practice in this field is statewide. He has authored numerous complete land use codes for municipalities and counties. He specializes in land use code diagnosis and revision to implement planning goals. He is a frequent speaker on land use and local government issues.

From 1984 to 1990, Mr. Dahl was General Counsel to the Colorado Municipal League. He represented the League in legislative matters before the Colorado General Assembly and supervised the conduct of litigation including participation by the league as amicus curiae in cases involving substantial statewide questions of municipal interest.

From 1978 to 1984, Mr. Dahl was General Counsel to the Northwest Colorado Council of Governments. This work included litigation of water and land use matters and drafting and defense of county and municipal zoning and subdivision regulations.

Representative Clients

City of Wheat Ridge
Town of Georgetown
Town of Poncha Springs
Colorado Municipal League

Professional Memberships

Colorado Bar Association
International Municipal Lawyers Association

Representative Publications

Annexation in Colorado, Colorado Municipal League, 2014, 2017

Colorado Land Planning and Development Law, Editor Donald L. Elliott, Esq., 2012

Transferable Development Rights: Planning and Practice in Colorado, Colorado Municipalities, 2010

Land Use Law, National Business Institute, 1998; 2000; 2003; 2008; 2012

Boundary Law in Colorado, National Business Institute, 1991; 1992; 1996; 2002; 2003; 2007

Negotiating and Drafting Joint Venture Agreements with Private Development Interests, National Institute of Municipal Law Officers, 1992

The ABC's of Planning, Land Use and Zoning, Colorado Municipal League 1992; 1995



Carmen Beery, Partner

Murray Dahl Beery & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215
Direct Dial: 303-493-6679
Email: cbeery@mdbrlaw.com

Education

B.S., Communications/Theater, Manchester College (IN), 1995
J.D., University of Colorado School of Law, 2000

Experience

Ms. Beery's practice has focused on local government representation since her admission to the bar in 2000. She currently serves as City Attorney for the City of Idaho Springs; general counsel to the planning, zoning and licensing boards of the City of Edgewater; and special counsel to the Town of Snowmass Village. Additionally, she provides legal counsel to the governing bodies, staff, boards and commissions of the Firm's other municipal clients.

Ms. Beery advises on the broad range of legal issues of particular concern to local government, such as marijuana licensing matters, taxation, planning and zoning, TABOR, public employment issues and law enforcement issues. She reviews, evaluates, provides guidance and drafts licensing rules and regulations, ordinances, resolutions, contracts, intergovernmental agreements, and policies and procedures. She has conducted training sessions for local government officials and employees on planning and zoning, police department liability, quasi-judicial decision-making, and various types of licensing. She has also represented private individuals and entities in state and local government issues.

Professional Memberships

Colorado Bar Association
Colorado Municipal League

Sample of Presentations, Publications

How to Survive a Recall, CML Annual Conference, August 2020
A Conversation on Quasi-Judicial and Ex Parte Issues, Colorado Municipalities, Dec 2017
Liquor Law Training for Municipal Officials (with CO Dept of Revenue) 2014
Working With Your (Municipal) Attorney, Colorado Municipalities, Dec 2014
Wheat Ridge Police Department Citizen's Police Academy: Criminal Law, 2011, 2009, 2008
Edgewater Teen Court, Student-Attorney Trainer and Advisor, 2009-2010
Lorman Seminars: The Municipal Perspective of Plat and Subdivision Law, 2005
NBI Seminars: Major Land Use Laws in Colorado, 2004; *Impact Fees in Colorado*, 2004



Malcolm M. Murray, Of Counsel

Murray Dahl Beery & Renaud LLP
710 Kipling Street Suite 300
Lakewood, CO 80215
Direct Dial: 303-493-6677
Facsimile: 303-945-7960
Email: mmurray@mdbrlaw.com

Education

U.S., Civil Engineering, U.S. Military Academy, 1968
M.A., Government, Georgetown University, 1970
J.D., University of Denver College of Law, 1976

Experience

In more than 40 years of the practice of law, Malcolm Murray has specialized in urban renewal, eminent domain, and land use law. He is one of Colorado's pre-eminent land use attorneys and has served as litigation counsel on a number of important land use cases. He has worked with a number of counties and municipalities in the preparation of land use and zoning codes.

He is one of the state's leading authorities on urban renewal law and has helped form urban renewal authorities in Lakewood, Vail, Steamboat Springs and Parker. He serves as general counsel or special counsel to a number of urban renewal authorities and downtown development authorities.

Mr. Murray's experience advising urban renewal authorities and municipalities often involves negotiating complex land development agreements with major developers. He is also called on to advise municipalities in complex agreements that do not involve urban renewal. He also has been involved in financial aspects of public-private partnerships, including tax increment financing, municipal bonds and related borrowings.

Mr. Murray has represented both governmental and private clients in eminent domain litigation as well as property tax matters involving property valuation. In addition, he is often called upon to litigate contentious land use disputes on behalf of municipalities. Mr. Murray is a frequent speaker to continuing education groups on land use, condemnation and urban renewal issues.

Mr. Murray is a founding partner of Murray Dahl Beery & Renaud LLP, which was formed in 2005 to represent cities, towns and other governmental entities. Attorneys in the firm serve as general counsel to Wheat Ridge, Idaho Springs, Frisco, Georgetown, Edgewater and a number of other entities.

From 1983 to 2005, Mr. Murray was a member of the Public Law Division of the law firm of Gorsuch Kirgis LLP. From 1980 to 1983, Mr. Murray was an Assistant Attorney General for the State of Colorado, representing the State Department of Highways on eminent domain matters, construction claims, personnel issues, and access control matters. From 1975 to 1980, he served on the staff of Governor Richard D. Lamm as Assistant for Natural Resources. His duties supervising natural resource departments involved issues such as air quality, water quality, energy, highways, and mined land reclamation.

Professional Memberships and Activities

Colorado Bar Association
Denver Bar Association
American Bar Association
Denver Water Board (Commissioner, 1987-1993)
American Planning Association
Metro City Attorneys Association



Nicholas Klein, Associate

Murray Dahl Beery & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215
Direct dial: 303-493-6678
Email: nklein@mdbrlaw.com

Education

J.D. J.D., University of Colorado School of Law, 2022
B.A. Florida State University, 2018

Professional Experience

Mr. Klein is an associate attorney at MDBR. He currently serves as Town Prosecutor for the Towns of Frisco, Hayden, and Mt. Crested Butte and the City of Leadville. He also works on legal matters for all of our representative clients. He regularly attends meetings of the Idaho Springs planning commission and has experience attending meetings of municipal governing bodies. Prior to joining our firm, Mr. Klein interned for Judge Christine Arguello at the Colorado District Court and clerked in Xcel Energy's general counsel office.

Professional Memberships

Colorado Bar Association
Colorado Municipal League



MEMORANDUM

TO: Janell Sciacca, Town Administrator
FROM: Deron Dirksen, Senior Engineer II
DATE: November 18, 2024
RE: **Fairplay PRV Validation Testing and next steps**

Dear Janell:

This memo is regarding the Town of Fairplay Pressure Reducing Valve (PRV) vaults. The proposed PRV vaults improvements have been completed by Pipestone (Tommy Christian) and Validation Testing was completed by SGM. Below are the dates Pipestone and SGM were on site:

- Pipestone: Thursday 10/2/2024
- SGM: Wednesday 10/9/2024

After this field work was completed, SGM created the attached SGM Validation Testing Memo and then Pipestone recently provided their report.

- SGM Validation Testing Memo: 11/1/2024 (attached)
- Pipestone Report: Monday 11/11/2024 (attached)

Next Steps:

- Fix the leak in the 2" PRV assembly in the Dollar General PRV station to restore full functionality.
- Perform pressure monitoring at the Heights BPS to observe pressure transients.
 - Winter: staff couple of times per week to observe pressures on analog pressure gauge.
 - Spring: place pressure transducer on fire hydrant for one week to observe pressures.
 - Spring: Fire Flow near Heights BPS to determine if Heights PRV works and is downloading.

Attachments:

- Attachment #1: SGM Fairplay PRV Testing Memorandum
- Attachment #2: Pipestone Summary





MEMORANDUM

TO: Janell Sciacca, Town Administrator / Town Clerk
FROM: Scott Forrester, SGM
DATE: 11/1/2024
RE: Fairplay PRV Validation Testing

The purpose of this memorandum is to summarize the results of PRV validation testing performed on October 9, 2024, for the Town of Fairplay (Town) and to provide recommendations and next steps for the Town.

Background

SGM was retained by the Town to construct a hydraulic model of the Town's potable water distribution system in March of 2023. This project generated a functioning, calibrated hydraulic model in addition to several operational recommendations. Changes to pressure reducing valve (PRV) setpoints were recommended to offer the following benefits:

- Reduce risk of transients due to improved response of each respective PRV vault to local demands.
- Limits excessive operating pressures in the LZ, as indicated by a 15 psi decrease in static pressure at the Middlefork RV Park.
- Generally maintain or improve available fire flow in the LZ.
- Reduce the operational impacts of taking any one PRV vault out of service (less shift in static pressure).
- May improve water quality through improved water turnover especially in the areas immediately upstream of the Dollar General and Castello PRV stations.

Table 1 summarizes the proposed setpoints for the Town's PRVs.

Table 1. Proposed PRV Setpoints

PRV ID	Elevation	Size	Previous Setpoint	Proposed Setpoint	Proposed Setpoint (HGL)
	(ft)	(in)	(psi)	(psi)	(ft)
FRONTST_2	9,958.70	2	70	60	10097
FRONTST_1	9,958.30	6	60	55	10085
DG_1	9,912.90	6	62	66	10065
DG_2	9,912.90	2	71	71	10077
CASTELLO_1	9,881.70	6	70	77	10060
CASTELLO_2	9,881.70	2	65	82	10071
BPS_1	9,999.20	4	0	30	10069



PRV Repairs and Validation

During the week of September 30, 2024, the Town contracted a PRV technician to replace/repair aged PRV piloting systems and adjust PRV setpoints. SGM then performed hydrant flow tests to validate the PRV settings on October 9, 2024. The following sections detail the results of the PRV validation testing.

Test 1: Castello PRV Station, 10:40 AM

Table 2. Castello PRV Validation Testing Results

Static Pressure, Upstream	140	psi
Static Pressure, Downstream	100	psi
Flow Hydrant ID	13	
Validation Test Flow	850	gpm
2" PRV Open at	80	psi
6" PRV Open at	N/A	psi

The Castello PRV validation testing results show that the 2" PRV opens at 80 psi which is close to the proposed set point of 82 psi. Sufficient headloss to open the 6" PRV was not obtained during testing. This is likely due to the fact that the Front Street and Dollar General PRV stations were online during the Castello PRV station testing. Both the Front Street and Dollar General PRV stations will open preferentially prior to the Castello PRV station, so the system was behaving as expected.

Test 2: Dollar General PRV Station, 11:40 AM

Table 3. Dollar General PRV Validation Testing Results

Static Pressure, Upstream	119	psi
Static Pressure, Downstream	82	psi
Flow Hydrant ID	14	
Validation Test Flow	970	gpm
2" PRV Open at	70	psi
6" PRV Open at	60	psi

The 2" opening pressure observed during testing (70 psi) closely matches the proposed set points of 71 psi. The 6" opening pressure was observed at 60 psi which is 6 psi less than the proposed set point. This discrepancy is not a concern given system pressures, but the Town may consider having the PRV technician adjust the set point during the next round of maintenance.

The piping for the 2" PRV leaks a moderate amount. Town staff have isolated this valve from the system to remove the leak, but it was opened in order to perform the validation testing. The Town should repair the leaking piping to restore the station's full operational capabilities.

Test 3: Front Street PRV Station, 12:30 AM

Table 4. Front Street PRV Validation Testing Results

Static Pressure, Upstream	101	psi
Static Pressure, Downstream	65	psi
Flow Hydrant ID	38	
Validation Test Flow	830	gpm
2" PRV Open at	60	psi
6" PRV Open at	54	psi

The 2" and 6" opening pressures observed during testing (60 psi/54 psi, respectively) closely match the proposed set points of 60 psi and 55 psi.

Test 4: Heights Booster Pump Station, 1:45 PM

Prior to performing a hydrant flow test to test the PRV within the Heights Booster Pump Station (BPS), SGM and Town staff observed a pressure transient wave in the distribution system. A 15 psi pressure transient was observed in Town Zone pressure gage within the BPS; a similar pressure transient was also observed by SGM's digital pressure recorders at nearby monitoring hydrants. SGM and Town staff decided to forego the hydrant testing in order to not exacerbate the pressure wave. The transient may have been generated by the hydrant flow tests performed previously that day. The Town should perform some pressure monitoring within the Height BPS to determine in pressure transients are common in that area of the system.

Testing Summary

The PRV setpoint validation testing performed by SGM showed that 5 of the 6 PRVs that feed the Town's Low Zone are operating at or close to the proposed setpoints, summarized in Table 5

Table 5. Validated PRV Setpoints

PRV ID	Elevation	Size	Previous Setpoint	Proposed Setpoint	Validated Setpoint
	(ft)	(in)	(psi)	(psi)	(psi)
FRONTST_2	9,958.70	2	70	60	60
FRONTST_1	9,958.30	6	60	55	54
DG_1	9,912.90	6	62	66	60
DG_2	9,912.90	2	71	71	70
CASTELLO_1	9,881.70	6	70	77	--
CASTELLO_2	9,881.70	2	65	82	80
BPS_1	9,999.20	4	0	30	--

The flow testing adjacent to the Castello PRV station did not generate enough pressure loss to open the 6" PRV and validate its setpoint. The Front Street and Dollar General PRV stations are set to preferentially open at a higher hydraulic grade than the Castello PRV station, so these stations likely limited pressure



loss during Test 1. That result does confirm that the staggered pressure settings recommended by SGM are likely working as they should.

The Heights BPS PRV was not validated due to an observed pressure transient in the Town Zone prior to testing. SGM recommends that the Town monitor pressures within the BPS on normal operating days to see if this pressure transient is common.

Recommendations

SGM has the following recommendations for the Town:

1. Fix the leak in the 2" PRV assembly in the Dollar General PRV station to restore full functionality.
2. Develop a plan with SGM and Pipestone to determine the downloading capabilities of the Heights BPS PRV. Improving the downloading functionality may offer some operational flexibility.
3. Verify with Pipestone that the 2" Singer-brand PRV in the Front Street PRV station was able to be refurbished.
4. Perform pressure monitoring at the Heights BPS to observe pressure transients.



PIPESTONE
EQUIPMENT
an *impel* company

Pipestone Equipment, an Impel Company
676 Moss Street
Golden, CO 80401
Phone: 303-579-9658
www.pipestoneeq.com

FIELD SERVICE REPORT

PE NUMBER:	PE-24-1235-TCC
DATE ON SITE:	10/3/2024
PIPESTONE PERSONNEL:	Tommy Christian
COMPANY TO BILL:	Town of Fairplay
SITE LOCATION:	Fairplay, CO
SERVICE DAYS:	-
DRIVE TIME HOURS:	-
MILEAGE:	-
WORK COMPLETED:	Installed Rebuild Assemblies and Pilot Kits on 3 PRV Vaults and pilot kit on Booster Pump Station
NOTES: (EQUIPMENT TAG, DESCRIPTION, SET POINTS, ETC.)	- Installed rebuild and pilot kits on 6" & 2" valve in Dollar General vault. - Set small valve to 71psi and large valve to 66psi. - Installed rebuild and pilot kits on 6" & 2" valve in Castello vault. - Set small valve to 82psi and large valve to 77psi. - Installed rebuild and pilot kit on 6" and installed pilot kit on 2" valve in Front St vault. - Set small valve to 60psi and large valve to 55psi. - Small valve was Singer, so we couldn't replace the internals of that valve, but the valve moved open and closed just fine and looked very new. - Opened 4" valve in BPS at the top of the town and found a piece of metal in the valve preventing it from closing fully. Removed piece. - Installed new pilot kit and set PRV pilot to 80 psi.

PERSONNEL PRESENT

NAME	COMPANY	PHONE
Deron Dircksen	SGM	

PREPARED BY:

LEAVE (This would replace the PTO)

The Town of Fairplay provides employees with a comprehensive leave program that is comprised of vacation, sick, earned comp, holiday, short-term disability, and military leave. Sabbatical leave is also available to sworn personnel and is addressed separately in the Police Department's policies and procedures.

Full-time employees earn vacation leave at varying accrual rates, based on years of service. Full-time employees begin earning vacation leave at an accrual rate of 8 hours per month. Employees shall be paid at their regular rate of pay for the unused portion of their accumulated vacation leave upon separation from employment .

Annual Vacation Leave Accrual Rates As of January 1, 2025		
Years of Service*	Hours Per Month	Max Accrual
Years 1-3 (1-36 months)	8	192
Years 4-5 (37-60 months)	9	216
Years 6-10 (61-120 months)	11	264
Years 11-15 (121-180 months)	13	312
Year 16 or greater (181 months or greater)	16	384

Ordinarily an employee at the vacation leave accumulation limit cannot accumulate any additional vacation leave hours. However, if an employee at the vacation limit is unable to use vacation leave because of workload or staffing levels, the Town Administrator shall have discretion to allow the employee to exceed the maximum amount. The employee must use the excess over the vacation leave accumulation limit within one year of the approval date.

Sick leave is earned from date of employment at a rate of 6.66 hours per month. Part-time employees earn leave on a pro-rated basis. There is no limit on the amount of sick hours that may be accumulated. However, upon separation of service for any reason other than retirement* or death*, a regular full-time employee shall only be paid for accrued hours according to the following table at their regular rate of pay:

Payment of Accrued Sick Time on Separation* As of January 1, 2025	
<i>Years of service are computed from the 1st calendar day of the month following the hire date; except if the employee began work on the 1st working day of a month, that month is included in the count.</i>	
Years of Service	
Years 1-3	20, 40, 60
Years 4-5	80, 100
Years 6-10	120, 140, 160, 180, 200
Years 11-15	220, 240, 260, 280, 300
Year 16 or greater	320

In no circumstance may an employee use leave above their normal 40-hour work week, and leave time will not be used in the calculation of overtime or earned comp time.

*Upon separation due to retirement or death, an employee shall be paid at their regular rate of pay for one-half (1/2) of all accumulated sick leave credits existing on the effective date of separation or death but not to exceed 320 hours.

Compensatory Time

Earned Compensatory Time (Comp Time) may be granted in lieu of overtime payment for non-exempt employees. For every hour worked, eligible non-exempt employees may be granted one and one-half hours of earned comp time.

These hours are tracked in the employee's Earned Comp bank. Employees may accrue up to a maximum of 80 hours. Hours worked beyond the maximum allowed must be paid at the overtime rate. This policy may differ for sworn personnel if requested by the Chief of Police under certain warranting circumstances, and only upon approval of the Town Administrator.

An employee in good standing may request payment for accumulated Comp Time hours at any time. Upon separation of service, an employee will be paid out the balance of accumulated Comp Time hours at their regular rate of pay.



MONTHLY REPORT

TO: Mayor and Board of Trustees
FROM: Janell Sciacca, Town Administrator / Clerk
RE: Monthly Report
DATE: October, 2024 Monthly Report

PERSONNEL

- The Police Department has extended an offer to an Officer for the open position. We expect a November start date.
- CEBT was notified that the Town will be switching its benefits to Public Sector Health Care Group effective January 1.
- Open enrollment for employees to elect benefits with PSHCG will take place in early November.
- Mark Kleinschmidt remains out recovering from shoulder surgery. He is expected to return in November.
- Chief Worley continues to recover from his surgery, and he is expected to return in early November.
- Tom Flannery has been notified that his employment will switch to that of a contractor under a Professional Services Agreement effective January 1, 2025.
- Town Staff participated in the Trunk of Treat event on Front Street.

ADMINISTRATION / CLERK'S OFFICE/TREASURER

- ✓ No additional Short-Term Rental permits have been issued and there have been no complaints received. However, Staff has been advised by 2 separate homeowners that they will not renew for 2025.
- ✓ There have been no new Liquor License applications received, and annual renewals continue as normal.
- ✓ Staff reached out to Liquor Enforcement following a Facebook post regarding dumping of product/byproduct in the Town's right-of-way by Continental Winery. Staff did not receive a return call and continue to monitor the situation.
- ✓ There have been no new Special Event liquor permits issued.
- ✓ Trustee Voorhis and I attended the Park County Intergovernmental Meeting in Alma on October 30. The next meeting was scheduled to be held at the School Administration Building on January 29.
- ✓ Alex is getting set up to attend training regarding HB21-1110 and auditing / remediation of the Town's website for accessibility. We are also talking with our current website vendor about updates that would address the requirements.
- ✓ Plante Moran continues to reconcile the Town's funds and accounts, and we implemented a standing Tuesday morning meeting to review questions and share information. They will be coming to the November 18 meeting to meet the Board, provide a general update and answer any questions.
- ✓ Plante Moran and I are still working with Mayberry & Co. to finalize the 2023 Audit. They are finalizing the FHWA HUTF report and helping with the Management Discussion and Analysis (MDA), while Tim Mayberry is adding in the final touches.
- ✓ RFPs went out in September for Operator in Responsible Charge, Auditor and Town Attorney services. 3 RFPs for Attorney and 3 RFPs for Auditor were received. Recommendations will be brought to the Board in November for Auditor and Attorney. ORC RFPs are not due until Friday, November 15 but we did have 3 contractors attend the Pre-Bid meeting.
- ✓ Tim Medlin and I met with CIRSA on October 1 to conduct our Annual Loss Control Audit and Survey.
- ✓ Pipestone came to Town Thursday, October 3 and conducted the PRV rejuvenation service.
- ✓ SGM came out the following week to conduct hydrant flow tests and they will be presenting the results of these to the Board on November 18.
- ✓ I participated in training with the Colorado Department of Revenue regarding access to and extracting information in the Town's online revenue portal.
- ✓ I am set to attend portions of the CGFOA Annual Conference in November in Colorado Springs.

DEVELOPMENT / LAND USE / BUILDING

- ★ Scot Hunn is working on updates to the 3 Mile Annexation Plan. A Work Session has been scheduled for November 4 to review the first draft and for Staff to obtain direction and input from the Board for moving forward to adopt a revised plan.
- ★ One Special Use Permit application has been received and is under review.
- ★ Staff are working on finalizing cases that are in process to complete them by year end.
- ★ Kyle Parag will remain as the Town's Building Official. Charles Abbott has delegated some other areas that he was covering to another inspector so that he can remain covering Fairplay.
- ★ Staff met with new Habitat Executive Director Owen Dodd and Construction Manager Nate Erickson.

GRANT ACTIVITIES

- Tom has attended 3 Grantsmanship Center free trainings; 4 Grant Seminars (1 DOT, 1 JAG, 2 DHS).
- He is working on completion of a grant with El Pomar Foundation for the PD for a Drone.
- He is revising our DOLA Climate Resilience Challenge application to include some requested changes from our Regional Manager.
- He is working with the Chief on another round of JAG funding.
- He is helping me to research and submit applications for new grants for transportation funding to include pedestrian improvements (sidewalks and bike paths/lanes) and related amenities (benches, bike racks, etc.).
- Tom and I met with the PPACG Grant Navigator on October 28 for a Grants Check-In where we shared information on projects, we were looking for potential funding for.

CAPITAL PROJECTS

- The **River Park** project is moving forward. Staff met with CDOT and the contractor and SGM did due diligence to determine that the bridge/boardwalk can be eliminated if the contractor and SGM can design-build an ADA trail connection on the south-facing slope of the bank to connect the trail to the paved trail coming down from Front Street. Construction should begin in November.
- The **Infiltration Gallery** project will be closed out upon receipt and filing of the Town's 2023 Audit. This will be done prior to YE 2024. Velocity has completed all the work under their agreement with the Town for both the Gallery and the extra Valve work. Their contractor will complete repairs to the fence in November.





To: Mayor Just & Board of Trustees

From: Tim Medlin, Streets & Utilities Superintendent

RE: October 2024 Public Works / Utilities Monthly Report

Date: October 31, 2024

Streets

- Rocks & Walls Fixed the settling Issue on 6th and Bouge, also poured the curb and gutter.
- PMS returned and Patched the Street on 6th and also on 4th
- We added recycled asphalt and regraded the alley between 2nd and 3rd
- We finished painting the curbs along CO9 / Main to designate No Parking areas
- We finished, and returned the vac trailer
- Installed no commercial vehicle parking signs on 3rd
- Moved and replaced the post on the stop sign on 6th
- Fixed drainage east of 4th street

Utilities

- We installed the sloped risers on the manhole in the alley between 2nd and 3rd
- The PRV's were rebuilt by Pipestone and Staff participated in the project and received instruction on fixing them ourselves.
- Found a water leak on the main line at the fairgrounds We are waiting on locates to begin repairs and line is turned off until then?
- All but 2 Tier 1 copper and lead samples have been collected
- The aerators were put back in the pond and reconnected following the dewatering project
- 2 Water leaks on private property were fixed, main st and at the fairgrounds. The property owners fixed their leaks and we turned their water back on
- Changed chemical lines at the water plant

Parks

- Removed basketball goal and lights that were not getting used at the beach

- Pulled the dock out of the lake at the beach
- Fixed the electrical issues CIRSA pointed out at the beach
- Pulled Flowers and pots

Events

- Fixed the breaks on the old fire truck and performed other maintenance
- Decorated the fire truck and used for the Trunk or Treat event
- Help move all items from town hall over to the new Visitor Center, installed signs and message boards
- Started Checking Christmas lights in preparation for annual decorating

Equipment

- Installed new tires on skid and chains for snow events
- Checked and maintained trucks and plows
- Fixed exhaust leak on 2019 truck
- Promark finished fixing 550 Ford
- Purchased a John Deere SB84 E snow blower for use in clearing sidewalks

Facilities

- Purchased a shed for storage and protection of event supplies and tools
- Cleaned and organized the shop
- Cleaning around the shop and the PW office

Staff

- Chris Bannister monitors the water plant and chemical administration and continues to improve on the equipment. He has completed most of the copper and lead samples. He has been training Tim Murphy and myself on the sampling and water plant operation.
- Tim Murphy has been taking several CIRSA training courses and also learning the Town water and sewer systems. I have started equipment training with him and he is learning to operate the skid and dump truck very well.
- I attended the annual CPWA conference and learned more about how other public works entities operate and made contacts for equipment and services that we can use here. I have completed a CRWA training course on pipe inspection and testing.
- Mark Kleinschmidt is due to return in November and recovering from shoulder surgery.
- Public Works will be back to full Staffing in November.



Town of Fairplay

Police Department

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

To: Janell Sciacca, Town Administrator
From: Jeff Worley, Chief of Police
Date: November 12, 2024
Re: Fairplay Police Department Monthly Report – October 2024

Police Department Updates and Projects

In joint investigative operations with Blue River PD, Dillon PD, and Summit County SO that pertained to a spree of thefts and burglaries in multiple jurisdictions, Fairplay PD officers assisted in a residential search. The operation resulted in solving several burglaries, including a home break-in in Alma. In addition, a vehicle was recovered that had been previously stolen from the Fairplay Family Dollar.

In another separate search of a local residence, FPD officers seized a variety of illegal controlled substances, including mushrooms, methamphetamine, and LSD.

Related to the latter event, the police department subsequently recovered a second stolen vehicle with the assistance of Colorado Spring PD.

Sgt Grover and Officer Prickett took part in Trunk-or-Treat on All Hallows Eve. Despite the very brisk weather, the event was attended by a good showing of young local trick-or-treaters. Our officers “sweetened the teeth” of many of them by handing out A LOT of candy that night!

Police Activity – Statistical Data

The following are some of the pure statistical data the Department collected for the month of October 2024:

- 198 calls-for-service (CFS) in all categories that includes criminal, non-criminal, and traffic-related events. This represents an average of 6.4 incidents per day or about 118% of September's reportable activity.
- Of the total CFS numbers:
 - 148 events took place in Fairplay proper or nearby, e.g. agency-assists or follow-ups outside of nearby Fairplay (75% of CFS numbers)
 - Of the Fairplay calls, 17 ***occurred at or were related to local businesses*** – not including incidental events, for example traffic stops in a business parking lot (or 11% of Fairplay CFS totals)
 - 50 incidents took place in Alma (25% of total CFS)
 - 2 of those incidents ***occurred at were related to local businesses*** (or 4% of Alma CFS totals)
- Of the CFS numbers, 56 were traffic-related (29% of the CFS total):
 - 32 traffic contacts in Fairplay (57% of total traffic related events OR 22% of total Fairplay CFS)
 - 24 traffic contacts in Alma (43% of total traffic related events OR 48% of total Alma CFS)
 - 16 total citations issued
 - 31% of all traffic contacts resulted in citations
- Of the 20 citations issued:
 - 12 were tickets issued in Fairplay (60% of all citations)
 - 8 were violations in Alma (40% of all citations)



STATUS UPDATE

TO: Janell Sciacca, Town Administrator
FROM: Deron Dirksen, PE
DATE: October 2024 Summary (9/15 – 10/14)
RE: Engineering Services Status Report – Miscellaneous Projects

2018-499.011 – General Engineering

Status/Recent Progress

- 9/26/2024 On site. Helped with 3-mile plan.

Upcoming Activities

- Continuing Development Review Team and miscellaneous meetings.

2018-499.018 – Stone Creek

Status/Recent Progress

- 9/18/2024 Reviewed new submittal. Communications with applicant and engineer. Reviewed geotechnical report.

Upcoming Activities

- Waiting for resubmittal to address comments.

2018-499.025 – Water Distribution

Status/Recent Progress

- Site visit for three PRV vaults.
- Pipestone was on site installing new PRV components and adjusting set points.
- SGM performed hydrant testing.

Upcoming Activities

- SGM will update hydraulic model.
- SGM hopes to provide update to Board on Monday November 4th.

2018-499.039 – River Park Trail

Status/Recent Progress

- Researching floodplain to see if pedestrian bridge can be eliminated.
- Received signed and stamped plans for bridge (if needed) from previous engineer.
- Meeting with CDOT and contractor.
- Folder set up for local agency project.

Upcoming Activities

- Continue mapping to determine floodplain and path.

- Construction management.

2018-499.041 – Fitting SubdivisionStatus/Recent Progress

- Reviewed submittal by both engineering and surveying and provided comments.

Upcoming Activities

- None.

2018-499.043 – SH9_US285 FloodplainStatus/Recent Progress

- Reviewed submittal for floodplain and provided email to Janell.

Upcoming Activities

- None.

2018-499.044 – BeckStatus/Recent Progress

- Reviewed submittal by both engineering and surveying and provided comments.

Upcoming Activities

- Applicant submitted changes and SGM will review.

2018-499.045 – Circle KStatus/Recent Progress

- Emailed applicant requested information.

Upcoming Activities

- None.

Project Status Worksheet**Town of Fairplay**

SGM No. 2018-499

ACTIVE WORK ORDERS		BUDGET AMOUNT	CURRENT BILLING	BILLED JTD	% JTD	BUDGET BALANCE
ENGINEERING TASK ORDERS						
0.011	General Engineering	\$ -	\$ 1,492.55		-	\$ -
0.018	Stone Creek	\$ -	\$ 1,365.00	\$ 9,840.00	-	
0.025	Water Distribution	\$ 44,900.00	\$ 7,784.56	\$39,238.26	87%	\$ 5,661.74
0.029	Impact Fee	\$ 58,547.00	\$ -	\$ 193.00	0%	\$ 58,354.00
0.039	River Park Trail	\$ 20,000.00	\$ 1,169.00	\$ 4,565.69	23%	\$ 15,434.31
0.040	Melo Subdivision	\$ -	\$ -	\$ 3,913.50	-	
0.041	Fitting Subdivision	\$ -	\$ 919.00	\$ 1,707.00	-	
0.042	Steinermiller	\$ -	\$ -	\$ 1,786.00		
0.043	SH9_US285 Floodplain	\$ 3,000.00	\$ 2,040.00	\$ 2,040.00		
0.044	Beck	\$ -	\$ 1,576.00	\$ 1,576.00		
0.045	Circle K	\$ -	\$ 105.00	\$ 105.00		
TOTALS		\$ 126,447.00	\$ 16,451.11	\$ 64,964.45	51%	\$ 79,450.05



AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, November 18, 2024, at 6:00 P.M. in the
Fairplay Town Hall Board Room, 901 Main St, Fairplay, CO
[Join the TEAMS Meeting](#) (Meeting ID: 249 241 151 420 / Passcode: 5AHF8M)

5:00 PM WORK SESSION REGARDING UTILITY FUND & CAPITAL PROJECTS.

- 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 1, 2024, through November 14, 2024, in the amount of **\$62,724.76.**
 - B. APPROVAL OF PRIOR MEETING MINUTES FOR:**
 1. July 15, 2024 Regular Meeting
 2. August 5, 2024 Regular Meeting
 3. August 19, 2024 Regular Meeting
 4. September 9, 2024 Special Meeting
- 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.** Introduction of Kari Shea and Amanda Karger from Accounting Firm of Plante Moran with Update on Reconciliation.
- VI. PUBLIC HEARINGS**
 - A. CONTINUED FROM NOVEMBER 4, 2024 – SECOND READING – 2024FY Amended Budget and 2025FY Proposed Budget for all Funds of the Town of Fairplay, Colorado.** *The Board will conduct the 2nd Public Hearing on the proposed 2024 Amended Budget and the proposed 2025 Budget.*
- VII. NEW BUSINESS**
 - A. FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 41, Series of 2024, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ACCEPTING A PROPOSAL FROM HINKLE AND COMPANY, P.C., FOR AUDITING SERVICES AND AUTHORIZING THE EXECUTION OF A RELATED PROFESSIONAL SERVICES AGREEMENT.** *The Board will consider a recommendation from Staff to award a proposal for annual Audit services.*
 - B. 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, ACCEPTING A PROPOSAL FROM MURRAY DAHL BEERY RENAUD, LLP, FOR TOWN ATTORNEY SERVICES, AUTHORIZING THE EXECUTION OF A RELATED PROFESSIONAL LEGAL SERVICES AGREEMENT AND APPOINTING JOSEPH RIVERA TOWN ATTORNEY.** *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.** Update on PRV Vaults Service by Pipestone and Validation Testing by SGM for Water Model.
 - B.** Continued review and discussions on proposed revisions to the Town of Fairplay Employee Handbook with specific focus on revisions to Paid Time Off / Leave.
- IX. ADJOURNMENT.**

Upcoming Meetings / Important Dates

Thanksgiving Holiday (Town Offices Closed)	November 28-29, 2024
Board of Trustees Regular Meeting	December 2, 2024
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