

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, December 5, 2022, at 6:00 p.m. at the Fairplay Town Hall Board Room
901 Main Street, Fairplay, Colorado**

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **APPROVAL OF AGENDA**
- V. **CONSENT AGENDA** (*The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.*)
 - A. **APPROVAL OF MINUTES** for Regular Meeting held November 21, 2022.
 - B. **APPROVAL OF EXPENDITURES** – Approval of bills for various Town funds in the amount of **\$64,629.22.**
- VI. **CITIZEN COMMENTS**
- VII. **PROCLAMATIONS, PRESENTATIONS AND OTHER UPDATES**
 - A. Presentation of Burro Days 2022 Material Composition & Diversions Report by Kat Slaughter, VERT Sites, LLC.
 - B. Presentation regarding South Park Schools Substance Abuse Grant by Knudsen Coaching & Consulting, Grant Project Coordinator.
- VIII. **NEW BUSINESS**
 - A. Should the Board Approve Adoption of Resolution No. 47, series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF PARK, COLORADO, ON BEHALF OF THE PARK COUNTY SHERIFF’S OFFICE, FOR LAW ENFORCEMENT SERVICES.”?**
 - B. Should the Board Approve Adoption of Resolution No. 48, series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO CERTIFYING DELINQUENT UTILITY ACCOUNTS TO THE PARK COUNTY TREASURER.”?**
- IX. **PUBLIC HEARINGS**
 - A. **CONTINUED FROM NOVEMBER 21, 2022 – THIRD AND FINAL READING** – 2022FY Amended Budget and 2023FY Proposed Budget for all Funds of the Town of Fairplay, Colorado:
 - 1. Should the Board Approve Adoption of Resolution No. 42, series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING AN AMENDED 2022 BUDGET FOR THE TOWN OF FAIRPLAY, COLORADO.”?**
 - 2. Should the Board Approve Adoption of Resolution No. 43, series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE TOWN OF FAIRPLAY, COLORADO, FOR THE AMENDED 2022 BUDGET.”?**
 - 3. Should the Board Approve Adoption of Resolution No. 44, series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF FAIRPLAY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2023 AND ENDING ON THE LAST DAY OF DECEMBER 2023.”?**
 - 4. Should the Board Approve Adoption of Resolution No. 45 series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2021 TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF FAIRPLAY, COLORADO, FOR THE 2023 BUDGET YEAR.”?**
 - 5. Should the Board Approve Adoption of Resolution No. 46, series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE TOWN OF FAIRPLAY, COLORADO FOR THE 2023 BUDGET YEAR.”?**
- X. **STAFF AND BOARD OF TRUSTEE REPORTS**
- XI. **ADJOURNMENT.**

Upcoming Meetings/Important Dates

Fairplay Holiday Lighting Contest Judging	December 15, 2022
Christmas Holiday – TOWN OFFICES CLOSED	December 23 & 26, 2022
New Year’s Holiday – TOWN OFFICES CLOSED	January 2, 2023
Fairplay Board of Trustees Regular Meeting	January 9, 2023 6:00 PM

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
NOVEMBER 21, 2022**

CALL TO ORDER – REGULAR MEETING

A Regular Meeting of the Board of Trustees for the Town of Fairplay was called to order by Mayor Frank Just on Monday, November 21, 2022, at 6:00 p.m. in the Board Room located in the Fairplay Town Hall at 901 Main Street, having previously been posted in accordance with Colorado Open Records law.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Just proceeded with the pledge of allegiance, followed by the roll call, which was answered by Mayor Frank Just, Mayor Pro Tem Dodge, and Trustee Josh Voorhis. Trustee Pete Lynn was excused as he was out of town.

Staff in attendance were Town Administrator / Town Clerk Janell Sciacca, Public Works Director Donovan Graham, Building Official Kyle Parag and Chief of Police Bo Schlunsen.

APPROVAL OF AGENDA

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

CONSENT AGENDA

- A. APPROVAL OF MINUTES** for Regular Meeting held October 17, 2022.
- B. APPROVAL OF MINUTES** for Regular Meeting held November 7, 2022.
- C. APPROVAL OF MINUTES** for Special Meeting held November 10, 2022.
- D. APPROVAL OF EXPENDITURES** – Approval of bills for various Town funds in the amount of **\$48,426.80.**

Town Administrator Sciacca reported that the minutes of November were corrected to reflect it was a Special Meeting and not a Regular Meeting.

Motion #2 by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, that the consent agenda be adopted with the noted change to the November 10, 2022 minutes. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye. Motion carried unanimously.

CITIZEN COMMENTS – None.

PUBLIC HEARINGS

- A. CONTINUED FROM NOVEMBER 7, 2022** – Should the Board Approve the Adoption of Ordinance No. 11, Series of 2022, entitled, “**AN ORDINANCE ADOPTING THE INTERNATIONAL BUILDING CODE, 2018 EDITION, INCLUDING APPENDIX CHAPTERS G; INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION INCLUDING APPENDIX CHAPTER J; INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION; INTERNATIONAL FIRE CODE, 2018 EDITION; NATIONAL ELECTRICAL CODE AS ADOPTED BY THE STATE OF COLORADO ELECTRICAL BOARD; INTERNATIONAL MECHANICAL CODE, 2018 EDITION; INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION; INTERNATIONAL PLUMBING CODE, 2018 EDITION; INTERNATIONAL FUEL GAS CODE, 2018 EDITION: INTERNATIONAL PROPERTY MAINTENANCE CODE 2018 EDITION, ALL REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION,**

OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES, AND BUILDING SERVICE EQUIPMENT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2023.”?

Mayor Just introduced Ordinance No. 11, Series of 2022, reading the title into the record and announced the Public Hearing was open at 6:12 p.m. Building Official Parag presented advising the current version was almost identical to what the previous version except for the three changes that were discussed at the last meeting on November 7 regarding the Board of Appeals, the removal of an extra requirement for demolitions and the clarification of what's required for contractor's license. He then announced the only remaining item to be decided related to the Fire Code and firewood storage inside Town limits under Appendix P: Wildfire Mitigation which is what Northwest Fire Protection District proposed to adopt as the Wildland Urban Interface (WUI) code. Parag clarified the parts that were being questioned related to the prohibiting of firewood and combustibles being stored in enclosed spaces, beneath buildings or structures or on decks and the requirement that dead and diseased trees and other landscaping material shall be removed which could be interpreted that firewood constitutes a dead tree. It was noted that there were no representatives from NWFPD in attendance at the Work Session on October 17 or either of the public meetings, having been invited by Town Staff to attend all and answer questions of the Board. Following discussion by the Board, public input and clarification from Parag that Appendix P was largely duplicative of building regulations that would be enforced by the Building Official and the Board agreed to remove Appendix P in its entirety. Mayor Just opened the floor to public comment. Ray Douglas, 389 Aspen Way, questioned if the WUI code was written for areas without fire hydrants and Trustee Voorhis said he agreed up until a couple years ago and all the fires like the Marshall Fire and couple others in California. He noted that with the dry conditions one could start on the edge of Fairplay and with a little breeze, run right through and hydrants wouldn't help. So while originally, the code might have originated for outside the urban environment, it was becoming more of an urban issue. Douglas then pointed out several misspelled words and a missing list at the end of section 36.803.13. The Mayor then closed the floor to public comment and closed the Public Hearing at 6:38 p.m. There was no further discussion or deliberation.

Motion #3 by Trustee Voorhis, seconded by Mayor Pro Tem Dodge, to approve Ordinance No. 11, Series of 2022, with the amendments stated. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye. Motion carried unanimously.

B. CONTINUED FROM NOVEMBER 7, 2022 – SECOND READING – 2022FY Amended Budget and 2023FY Proposed Budget for all Funds of the Town of Fairplay, Colorado.

Mayor Just introduced the topic and opened the Public Hearing at 6:42 p.m. Town Administrator Sciacca presented a brief overview and noted this was the second of three hearings. Mayor Just reminded that money had been put in to buy a boom lift and that he had previously requested Staff obtain quotes for a 40-45 lift rather than the originally proposed 60-foot lift. He stated he did not want to take the money out of the budget but asked Staff work diligently and make sure to get what the Town needed. Town Administrator Sciacca then reviewed several other changes including the addition of Prather's as a \$2,500 sponsor for Mardi Gras. She then suggested the Town consider conducting a Special Election to potentially request the voters increase the Town's lodging tax for Affordable Housing purposes. The Board generally agreed to budget \$2,500 for this purpose. She noted increased funding for the Town cleanup with the addition of e-recycling and paper shredding services. She also announced there could be changes to the expense related to the Town's lease of the CDOT facility on Hathaway for the Summit Stage as CDOT would be tearing that facility down to build Workforce Housing so she was facilitating discussion with CDOT to hopefully relocate the buses to the CDOT facility on Castello temporarily until a Transit Hub was built or other location could be found. She added that CDOT was facilitating a Transit Hub meeting with all the Park County entities around the first week of December. Sciacca then noted that following a request from

the Mayor, Graham obtained a quote for a Fuel Tank System which came back at \$115,000. Following discussion, the Board generally agreed to add \$115,000 into the budget for this purpose and Staff would prepare a cost-benefit analysis. Mayor Just felt the expense was justified for the Town's independence and preparedness in an emergency. Sciacca then announced Staff had also increased the budget for GIS/Mapping to further build out the Town's system and have a GPS survey of the Town's infrastructure completed. Finally, Sciacca announced the Town received word that it was awarded a \$199,850 grant to help fund the Infiltration Gallery improvements. Sciacca then requested authorization to advertise for the new Facilities position and the Board agreed. There was no public comment for or against either budget and the Mayor requested a motion at 7:40 p.m. to continue the Public Hearing

Motion #4 by Trustee Voorhis, seconded by Mayor Pro Tem Dodge, to continue the Public Hearing on the 2022FY Amended Budget and 2023FY Proposed Budget to December 5, 2022. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye. Motion carried unanimously.

NEW BUSINESS

- A.** Should the Board Approve the adoption of Resolution No. 41, Series of 2022, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, DESIGNATING THOSE PERSONS AUTHORIZED TO SIGN ON TOWN BANK ACCOUNTS.”**?

Town Administrator Sciacca presented providing an overview and advising the change really related to further separation of duties among Staff.

Motion #5 by Mayor Pro Tem Dodge, seconded by Trustee Voorhis, to approve Resolution No. 41, Series of 2022, as presented. A roll call vote was taken: Dodge – aye, Just – aye, Voorhis – aye. Motion carried unanimously.

- B.** Interviews with Trustee applicants and selection of new Trustee to fill the vacant Board seat.

Town Administrator Sciacca presented an overview of the Staff Report and noted that the one applicant, Ray Douglas, was in attendance for an interview. She noted that if Douglas was appointed, he would not be sworn in or take the seat until after he fulfilled his duties as County Commissioner which culminated on January 10, 2023. She then noted that due to holidays in January, the Board meetings would be shifted to January 9 and January 23. Ray Douglas introduced himself and provided an overview of his qualifications and desire to serve noting his public service career started as a Trustee in 2013. He stated he looked forward to the opportunity to sit on the Board again and serve the citizens of Fairplay. Douglas added that he did not have an agenda but did have some ideas and he would be honored to serve again. Mayor Just asked Douglas to share an idea or two and Douglas stated he would like to see a Beautification program and award and that Town Staff, especially Public Works crewmembers who were the face of the Town, be encouraged to wave to people and be more friendly. There were no questions from the Board. Mayor Pro Tem Dodge stated that he always appreciated Douglas' comments, input and perspective as well as Just's and Voorhis' and he felt Douglas' experience as a Commissioner would benefit the Town. Mayor Just stated the Board needed someone fit in and help the Town continue in its trajectory of moving forward. Because there was only one candidate, Mayor Pro Tem Dodge, Trustee Voorhis and Mayor Just each verbally voted in favor of appointing Ray Douglas to fill the vacant Trustee seat with a term expiring April, 2024. The Board congratulated Douglas on this appointment.

STAFF AND BOARD OF TRUSTEE REPORTS

Chief Schlunsen reported that it had been slow for Officers.

Public Works Director Graham reported the water leak on Meadow Drive, which has probably been leaking since installation approximately 26 years ago, had finally been repaired. He noted that it appeared the gasket was pinched when the pipe was installed.

Building Official Parag reported there was quite a bit of action with the Habitat project and the future CDOT project. He stated he had talked to multiple engineers, architects, modular home builders and both projects were moving ahead.

Mayor Just thanked Flume Reporter Becky Salverson for the articles she had been writing about the Board meetings stating he couldn't ask for the language and the representation of what goes on in them to be any more spot on and he felt she did an excellent job and appreciated the quality job she did. Town Administrator Sciacca thanked Salverson on behalf of the Staff for recognizing everything that is going on in Fairplay and how much the Staff does on a daily basis. Just then announced the Holiday Lighting Contest judging would take place at 6 p.m. on December 15 and he invited Douglas to join him and the other Board members in the event.

Mayor Just also wished everyone a Happy Thanksgiving and asked that every person remember those that were less fortunate than themselves.

ADJOURNMENT

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 7:34 p.m.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Paid Bills

DATE: December 2, 2022

Agenda Item: Bills

Attached is the list of the invoices paid between November 16, 2022, and December 2, 2022.

Total Expenditures: \$64,629.22

Upon motion to approve the consent agenda, the expenditures will be approved.

Please contact me with any questions.

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
12/01/2022	18706	Caselle, Inc	Software Support	1	11/01/2022	453.00	105060
12/01/2022	18706		Software Support	2	11/01/2022	453.00	517206
Total 334:						906.00	
11/28/2022	18692	Cash	coins for santa	1	11/28/2022	75.00	105174
11/29/2022	18698		change for xmas event	1	11/28/2022	250.00	101002
11/29/2022	18698		money for prizes-tree conte	2	11/28/2022	200.00	105174
Total 340:						525.00	
11/28/2022	18693	Galls, LLC	uniform pants	1	10/27/2022	130.12	105410
Total 994:						130.12	
11/28/2022	18695	Park County School Distric	donation for CTE program	1	11/28/2022	5,000.00	105162
Total 1582:						5,000.00	
11/30/2022	18705	United States Postal Servic	Bulk Mail - Newsletter	1	11/23/2022	.00	105130
			Bulk Mail - Newsletter	2	11/23/2022		105130
11/30/2022	18689		Bulk Mail - Newsletter	1	11/23/2022	164.72	105130
Total 2158:						164.72	
12/01/2022	18714	Verizon Wireless	cell Phone - public works	1	12/01/2022	40.63	105645
12/01/2022	18714		jet pack	2	12/01/2022	40.01	105130
12/01/2022	18714		Phones and air cards	3	12/01/2022	523.27	105455
Total 2212:						603.91	
11/17/2022	18688	Xcel Energy	945 quarry road	1	11/11/2012	17.54	517490
12/01/2022	18716		chlorinator	1	11/17/2022	76.16	517470
12/01/2022	18716		117 silverheels road	1	11/17/2022	11.63	105841
12/01/2022	18716		1190 castello	1	11/23/2022	84.91	105650
12/01/2022	18716		200 2nd street	2	11/23/2022	89.92	517470
12/01/2022	18716		157 6th street	3	11/23/2022	77.13	105640
12/01/2022	18716		156 5th street	4	11/23/2022	11.63	105640
12/01/2022	18716		589 platte drivve	5	11/23/2022	11.63	105841
12/01/2022	18716		419 front	6	11/23/2022	12.09	105640
12/01/2022	18716		san plant	1	11/23/2022	4,019.36	517680
Total 2296:						4,412.00	
12/01/2022	18712	South Park Ace & Lumber	Supplies	1	11/25/2022	194.19	105630
12/01/2022	18712		Supplies	2	11/25/2022	213.89	105850
12/01/2022	18712		Supplies	3	11/25/2022	79.92	517480
12/01/2022	18712		Supplies	4	11/25/2022	9.99	105027
12/01/2022	18712		Supplies	5	11/25/2022	3.98	517460
Total 2405:						501.97	
11/28/2022	18694	Mobile Record Shredders	record shredding	1	11/16/2022	12.00	105030

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2793:						12.00	
11/28/2022	18691	Bullock, Julie	xmas tree	1	11/17/2022	20.15	105174
11/28/2022	18691		prizes	1	11/17/2022	2.18	105174
Total 2812:						22.33	
12/01/2022	18707	Colorado Analytical Lab	waste water testing	1	11/30/2022	403.00	517665
Total 2864:						403.00	
12/01/2022	18708	Fairplay Auto Supply	batteries	1	11/03/2022	180.49	105625
12/01/2022	18708		batteries	2	11/03/2022	180.49	517242
12/01/2022	18708		supplies	1	11/11/2022	359.99	105682
Total 2948:						720.97	
11/17/2022	18686	Hunn Planning & Policy, LL	planning fees	1	11/07/2022	843.75	105105
11/17/2022	18686		planning fees-bill back-mus	2	11/07/2022	300.00	105107
11/17/2022	18686		planning fees-stone river	3	11/07/2022	150.00	105107
Total 3183:						1,293.75	
11/28/2022	18696	SGM	the bluffs	1	11/21/2022	156.00	105107
11/28/2022	18696		stone river	1	11/21/2022	480.75	105107
11/28/2022	18696		mustang ridge	1	11/21/2022	2,338.00	105107
Total 3272:						2,974.75	
12/01/2022	18709	Mountain Essentials	estip	1	12/01/2022	1,377.53	105076
Total 3370:						1,377.53	
12/01/2022	18715	Warm Springs Consulting	contract	1	12/01/2022	4,500.00	517417
12/01/2022	18715		contract	1	12/01/2022	5,000.00	517627
Total 3463:						9,500.00	
12/01/2022	18713	Timberline Properties Hom	plow 850 hathaway	1	11/30/2022	125.00	105186
Total 3510:						125.00	
11/17/2022	18685	Hayes Poznanovic Korver	legal	1	11/04/2022	242.00	517430
Total 3518:						242.00	
11/17/2022	18687	Kenosha Pest Specialist	pest control	1	11/15/2022	30.00	517260
11/17/2022	18687		pest control	1	11/15/2022	30.00	105025
Total 3564:						60.00	
12/01/2022	18711	Phoenix Technology Group	service contract	1	12/01/2022	456.25	517206
12/01/2022	18711		service contract	2	12/01/2022	730.00	105465
12/01/2022	18711		service contract	3	12/01/2022	547.50	105060
12/01/2022	18711		service contract	4	12/01/2022	456.25	105645

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3580:						2,190.00	
11/28/2022	18697	SSP Waste Toilets	901 main	1	11/25/2022	342.13	105120
11/28/2022	18697		cohen park	1	11/25/2022	342.13	105842
11/28/2022	18697		fairplay beach port a pot	1	11/25/2022	189.06	105842
11/28/2022	18697		117 silverheels road	1	11/25/2022	190.15	105842
Total 3607:						1,063.47	
11/17/2022	18684	CivicPlus LLC	codification	1	11/14/2022	129.02	105075
Total 3622:						129.02	
12/01/2022	18710	Otto's	estip	1	12/01/2022	6,148.70	105076
Total 3651:						6,148.70	
11/17/2022	18683	Charles Abbott Associates,	building official services	1	10/31/2022	420.00	105058
Total 3655:						420.00	
12/01/2022	18718	Mastercraft	meyer sander-deposit	1	12/01/2022	6,500.00	105670
Total 3660:						6,500.00	
11/28/2022	18690	ProWest Filtration Inc.	filtration parts	1	11/22/2022	36,502.98	517430
Total 3663:						36,502.98	
11/29/2022	18699	Scott Blizard	santa	1	11/29/2022	150.00	105174
Total 3664:						150.00	
12/01/2022	18717	Deaver Dwellings	refund street cut deposit	1	12/01/2022	2,000.00	102120
12/01/2022	18717		refund street cut permit	2	12/01/2022	500.00	104194
12/01/2022	18717		refund street cut permit	3	12/01/2022	25.00	104141
12/01/2022	18717		refund street cut permit	4	12/01/2022	25.00	104142
Total 3665:						2,550.00	
Grand Totals:						84,629.22	

Report Criteria:

Detail report type printed

TOWN OF FAIRPLAY

BURRO DAYS 2022

MATERIAL DIVERSION & MATERIAL COMPOSITION REPORTS

Prepared by: Kathryn Slaughter
VERT Sites LLC

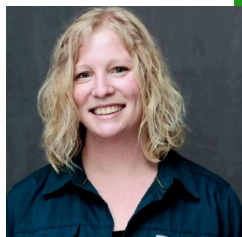
Prepared for: Julie Bullock
Town of Fairplay

INTRODUCTION

VERT Sites is a Sustainable Materials Management consulting and service firm that locates practical and cost-effective resource recovery options while integrating actionable and measurable disposal solutions into a site, facility, or community's operations.

VERT Sites is built on a decade's experience in the sustainability and materials management industry; a Top 5 2020 nominee for Best New Business through the Summit Chamber of Commerce, 2020 Business Partner of the Year with the Breckenridge Tourism Office, recognized as a Top 10 Good Business through First Bank, an Energize Colorado recipient, and a Shoutout Colorado business.

TEAM



KATHRYN SLAUGHTER
PRINCIPAL MATERIALS MANAGEMENT SPECIALIST

Kathryn received her TRUE Zero Waste Advisor certification in September of 2019 through Green Building Certification, Inc., is a certified Practitioner of Zero Waste Principles and Practices with the Solid Waste Association of North America as well as trained in SWANA's MSW Collection Systems and Construction & Demolition Debris Management.

She participates in numerous recycling and sustainability committees with the Town of Breckenridge, Summit County Government, and Recycle Colorado.

Kathryn has lived in Summit County, Colorado for ten years and holds a Masters in Applied Ethics with concentrations in Environmental Ethics and Philosophy of Technology and a B.A. in Philosophy and Writing.

This document has been prepared by VERT Sites LLC for the Town of Fairplay.

The Town of Fairplay contracted VERT Sites LLC to provide Materials Management, waste diversion, and waste reporting services for the 2022 Burro Days.

A Material Diversion Report and a Material Composition Report are included in this document.

All images are provided by VERT Sites LLC.

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Event Summary

An estimated 28 yards of trash was collected and disposed and an estimated 12 yards of recycling was collected and disposed. Of the 12 yards of recycling it is estimated that 8 yards was cardboard. Cardboard and trash dumpsters were not weighed by the hauler and the weights provided are estimates based on national and Environmental Protection Agency data and methods.

The Town of Fairplay contracted Shirley's Septic for Materials Management services. Cardboard hauling services were scheduled with Shirley's and ultimately went to a facility on 285 (location not disclosed) for final processing. Glass, plastics, and aluminum were collected and recycled in Summit County. Trash was also handled and disposed by Shirley's.

Equipment:

- 2 40-yard rollofts (trash collection)
- 1 15-yard rolloff (cardboard only collection)
- 4 32-gallon containers (source-separated recycling collection)
- 16 trash/recycle split containers

VERT Sites Staff:

- 1 Team Manager
- 3 team members

Pre-event: 7/27/22 - 7/29/22

7/27

1 40-yard dumpster was delivered on July 27 and placed in the main vendor food area, or on the west side of Main Street.

1 40-yard and 1 15-yard dumpster were also delivered on July 27 behind the old courthouse.

Both 40-yard dumpsters were utilized for trash and the 15-yard dumpster was used for collecting cardboard only.

7/29

VERT Sites was on-site 9 a.m. – 10 a.m. and again on-site at 2 p.m. until the concert ended.

Just 1 Team Manager was on-site observing the Friday event. 2 collection containers were set out and did not require services until after the concert ended.

The cardboard dumpster was tarped to prevent or curb illegal dumping through the night and banners were placed on the dumpster to discourage general public use.

7/30

1 Team Manager and 3 Team Members were on site 9 a.m. – 6 p.m. Public container setup began at 9 a.m. Material generation picked up around noon. Food vendors actively participated in cardboard recycling and the majority broke their boxes down. VERT Sites managed all public material collection containers. The general public recycle containers had little contamination throughout the day except for red solo cups (these cups can and are recycled in some places but are not accepted in the recycling programs the festival participated in). All general public recycle bags were opened and sorted by material and material stream – Glass, Aluminum, and Plastics

7/31

1 Team Manager and 3 Team Members were on site 9 a.m. – 6 p.m. Material generation picked up around 11:30 a.m. Recycle had little contamination and VERT Sites continued to assist vendors with cardboard. All general public recycle bags were opened and sorted by material and material stream.

8/1

Plastics, aluminum, and glass were disposed in Summit County. About 4 yards of these materials were generated during the festival.

8/2

Connected with Adam at Shirley's, Burro Days material hauler, and discussed material disposal and material generation. Accurate weights of dumpsters were not provided and could not be provided due to the hauler's disposal method: all materials are dumped on a floor and collected to be placed in a larger container for final hauling and disposal at a facility. This method applied to both the cardboard dumpster, which was dumped on a floor and further placed in a larger container with single-stream recycling.



2022

MATERIAL COMPOSITION REPORT



A 15-yard dumpster was utilized for cardboard collection and disposal. About 8 yards of cardboard was collected and it is estimated that about 600 pounds was diverted.

While most of the cardboard was diverted from the festival, vendors did use leftover cardboard boxes for trash collection and disposal as well. Soiled or cardboard with food residue was thrown away by vendors as well as VERT Sties.

The cardboard dumpster was open-top and came with a small amount of animal manure. VERT Sites removed as much as possible and placed it in the trash dumpster.



To minimize illegal dumping and contamination with trash and other materials, the cardboard dumpster was secured with a tarp and labeled with a "no public dumping" message. The dumpster was tarped both Friday and Saturday night and removed Sunday.



On the final day, the tarp was left off and VERT Sites removed banners. In place of them were signs providing vendors, general public, and illegal dumpers to place any trash or non-cardboard items in the trash dumpster next it.

By providing no dumping signs and telling users where to properly place materials, Shirley's was able to recycle all the cardboard and mix it with other recyclables for final hauling and processing.

About 8 yards of uncrushed clean cardboard was collected and diverted. It is estimated that loose corrugated cardboard is 50-100 pounds per cubic yard. VERT Sites chose the middle of the two, 75 pounds, to work with.

It is estimated that 600 pounds of cardboard was collected and diverted.



Final cardboard collection. Images taken at 5:30 P.M. July 31, 2022.

The Town of Fairplay proactively reached out to all vendors letting them know of the cardboard collection program the festival was implementing. Vendors were supportive and appreciative of the recycling efforts.

To your right is the cardboard letter VERT Sites generated to be shared with vendors.

Dear Valued Vendor:

I'd like to introduce myself, I'm Kathryn Slaughter, and the Town of Fairplay has hired VERT Sites to assist with waste and landfill diversion efforts at the 2022 Burro Days Festival.

You play an important role in diverting and managing your materials. With your help, we'll be able to increase the festival's landfill diversion.

Our major goal this year is to keep cardboard out of the trash dumpsters. This is why 2 30-yard trash dumpsters will be on site and 1 15-yard cardboard only dumpster will be on site.

VERT Sites is here to support the general public area and to assist vendors and team members with their tent generated materials as well. Our priority is the general public area and when we're able to help vendors with material hauling and disposal, we will, at no additional cost to the vendors.

Only flat and broken down cardboard will be hauled away (please see next page).

Looking forward to meeting you and working alongside you.

Kathryn Slaughter
VERT Sites
713.751.9664

VENDOR CARDBOARD

Break down and flatten all cardboard.
Soiled cardboard needs to be trashed as the material is contaminated and will not be accepted by recycling facilities.

Flattened cardboard is a win-win for all! It ensures maximum dumpster volume space for you and everyone else.

Flattened cardboard will also ensure that your cardboard will also be removed from your tent in a timely manner.

Cardboard that is **FLATTENED** ensures the maximum volume space in the dumpster for your materials as well as for others at the event

Cardboard that is not flattened takes up unnecessary volume and can take away from your recycling needs and others at the event

VERT SITES
Waste Diversion Done Right

OTHER



RECYCLABLES

Below Left: aluminum cans separated at the sorting area.

Below right: general public recyclables before final sort.



About 4 yards of uncrushed materials such as aluminum cans, plastic bottles, and glass were separated.

Total material weights:

GLASS: 78 pounds
PLASTICS: 35 pounds
ALUMINUM: 32 pounds

Contamination was minimal. The biggest items generated were aluminum cans and plastic bottles, followed by plastic cups.

Plastic cups, though, are not accepted in many single-stream recycling programs and they're not accepted at the final processing facility where the festival's recyclables went to. All plastic cups were thrown away.

The least generated item was glass. All glass recycled was from patrons who brought glass beverages to the festival.

VERT Sites' designated sort area was located behind the cardboard dumpster. All general public recycling bags were opened and items were then source-separated into containers (see image with black collection containers above).



The biggest material stream collected was the trash stream. It is estimated that 28 yards or 3,800 pounds of trash was collected. The data is based off of Adam's estimate as well as past weights on 30-yard trash dumpsters from events.

Minimal to zero illegal dumping took place. The West side dumpster began collecting vendor materials after 9 a.m. Friday morning.

The East side dumpster had a few trash bags in it but it was undetermined if bags were from vendors or the public.

The biggest trashed items were:

- Food waste
- food packaging and wrappers
- plastic cutlery
- red Solo cups and other plastic cups
- Soiled cardboard
- Plastic wrap packaging
- Vendor bagged trash



West Side trash dumpster
Saturday morning, 7/30/22
Between 9-10 a.m.



East Side trash dumpster
Saturday morning, 7/30/22
Between 9-10 a.m.



West trash dumpster, Sunday morning,
7/31/22, 9 - 10 a.m.



FINAL DISPOSAL: East dumpster,
Sunday evening,
7/31/22 5:30 p.m.



FINAL DISPOSAL: West dumpster,
Sunday evening,
7/31/22 5:30 p.m.

COLLECTION



RECEPTACLES

VERT Sites was contracted to provide 14 bilingual dual-material collection containers.

Services included bags, container management, material hauling, material sorting, and material disposal. A total of 16 containers were utilized with the additional 2 containers and bags provided at no cost.



VERT Sites was contracted to provide 14 bilingual dual-material collection containers.

Services included bags, container management, material hauling, material sorting, and material disposal. A total of 16 containers were utilized with the additional 2 containers and bags provided at no cost.

Images above and above left showcase some container locations throughout the festival's footprint.



Container label signs and materials accepted for each material stream.

Above: recycling labels

Left: trash label



2022

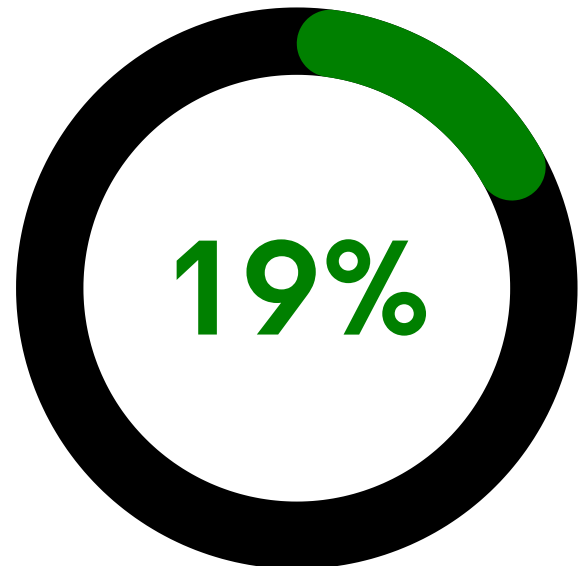
MATERIAL DIVERSION REPORT

Trash: 3,800 pounds

Recycle: 745 pounds

● LANDFILL

● DIVERTED



VERTSITES
"Waste Diversion Done Right!"

713.751.9664

VERTSites@outlook.com

Colorado's Events & Festival
Materials Management Leaders

RECOMMENDATIONS FOR INCREASED DIVERSION & RECOVERY

CONTINUE:

- Vendor communications regarding material collections and waste diversion efforts
- Vendor guidelines for material handling and disposal (guidelines for all material streams)
- Two trash dumpsters but 1 30-yard and 1 8-yard OR 1 40-yard trash dumpster
- One 15-yard recycle dumpster
- Collecting both trash and recycle material streams. This can either be done with dual containers like what VERT Sites has or with current collection containers the Town has
- Providing clearly labeled trash and recycle containers (14-16 of each) to the general public
- Assisting vendors with cardboard removal

PROPOSED:

- Make the 15-yard recycle dumpster a "single-stream" collection dumpster. Materials collected should include: Cardboard, paperboard, aluminum cans and bottles, and plastic bottles. If glass can be accepted at the collection facility next year's hauler takes recyclables to, include that material as well.
- Require vendors to use Ball aluminum cups (most Colorado facilities do not accept plastic cups for recycling anymore)
- Create a vendor sustainability agreement
- Increase vendor application fee to cover additional services for materials management
- Partner with a hauler who will agree to take dumpsters individually to a disposal site. This will hold the hauler accountable as well as generate accurate material weights

WASTE DIVERSION FUNDING OPPORTUNITIES

- CANDAID Crush It Crusade: The Crush it Crusade provides recycling bins, training and the funding needed to help get a recycling program off the ground in communities. Funding is available for \$5,000 and up. This grant accepts on-going applications.

<https://candaid.org/crush-it-crusade/>

- Resource Recycling Economics Opportunity Grant: The Recycling Resources Economic Opportunity (RREO) Program provides funding that promotes economic development through the management of materials that would otherwise be landfilled. Funds are available to support recycling, composting, anaerobic digestion, source reduction, and beneficial use/reuse. This is annual state grant with \$2-million or more available in funding. The RREO grant is usually released mid-January.

<https://cdphe.colorado.gov/sustainability-programs/recycling-grants-support/recycling-resources-economic-opportunity>

- Colorado Tourism Office grant funding and destination support:

<https://oedit.colorado.gov/colorado-tourism-office>



2022

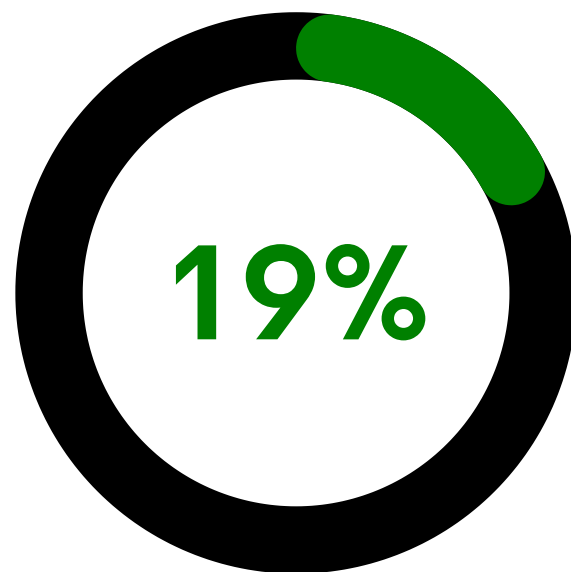
MATERIAL DIVERSION REPORT

Trash: 3,800 pounds

Recycle: 745 pounds

● LANDFILL

● DIVERTED



VERTSITES
"Waste Diversion Done Right!"

713.751.9664

VERTSites@outlook.com

Colorado's Materials Management Leaders

SUBSTANCE ABUSE BLOCK GRANT PROJECT OVERVIEW

SABG PROJECT TEAM: KNUDSEN COACHING & CONSULTING, SCHOOL BASED HEALTH CENTER, PURA VIDA COUNSELING, MOUNTAIN JAY SERVICES AND THE SOUTH PARK PREVENTION COALITION

UPDATED NOVEMBER 2022

Contact:

Daniel Knudsen

Substance Abuse Grant Project Coordinator

daniel.knudsen@parkcountyre2.org | 719-321-6525



BIG PICTURE

Grant dollars received from 2020-2025 to support our community.

Goal: Reduce alcohol and marijuana use among youth in the Park County RE-2 School District.

STRATEGIC PREVENTION FRAMEWORK



PARALLEL STRATEGIES



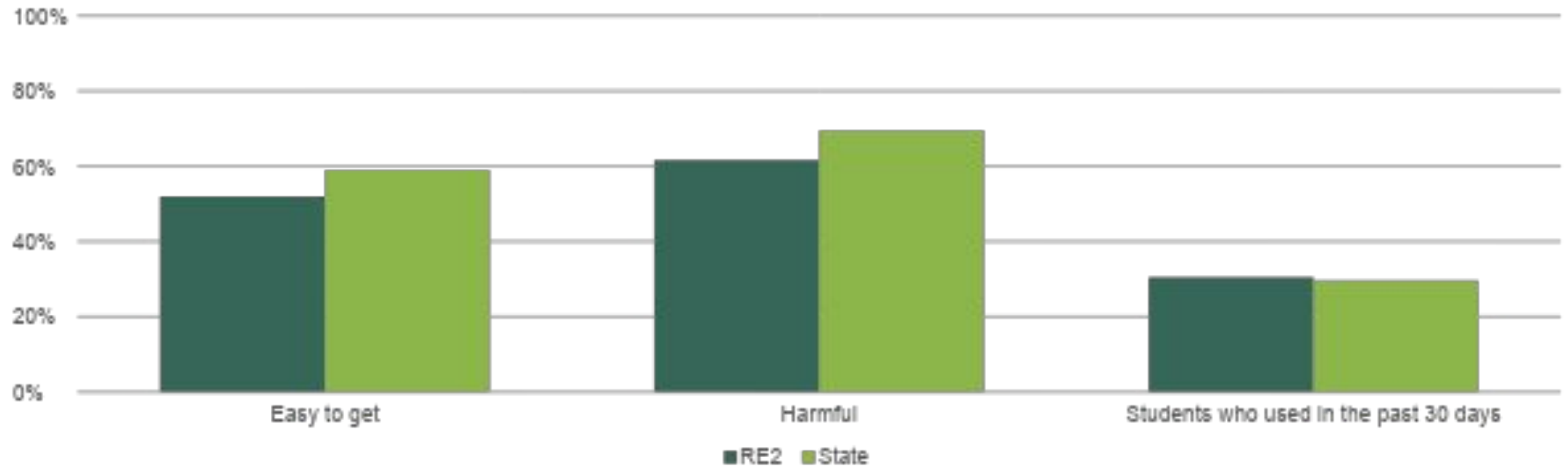
BOTVIN LIFE SKILLS TO
7TH & 9TH GRADERS



COMMUNITY COALITION

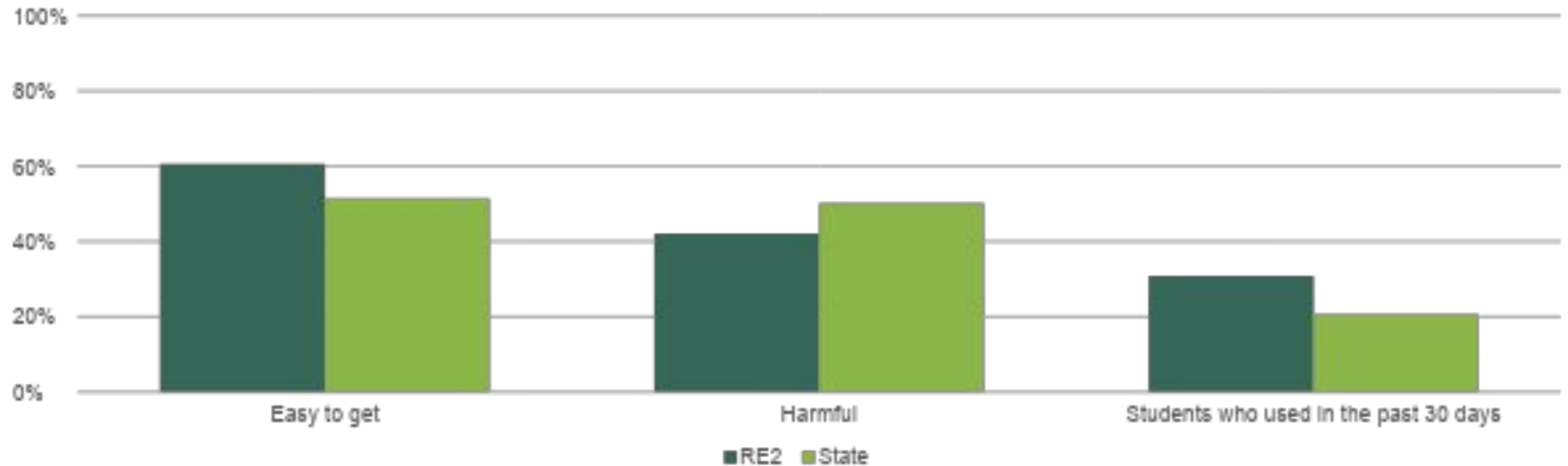
COMMUNITY & STATE DATA I

2018 Healthy Kids Colorado Survey Responses: Alcohol



COMMUNITY & STATE DATA II

2018 Healthy Kids Colorado Survey Responses: Marijuana



RISK FACTORS: SUBSTANCE MISUSE BY ADOLESCENTS

Low perception of harm*

Social norms*

Easy retail access

Easy social access

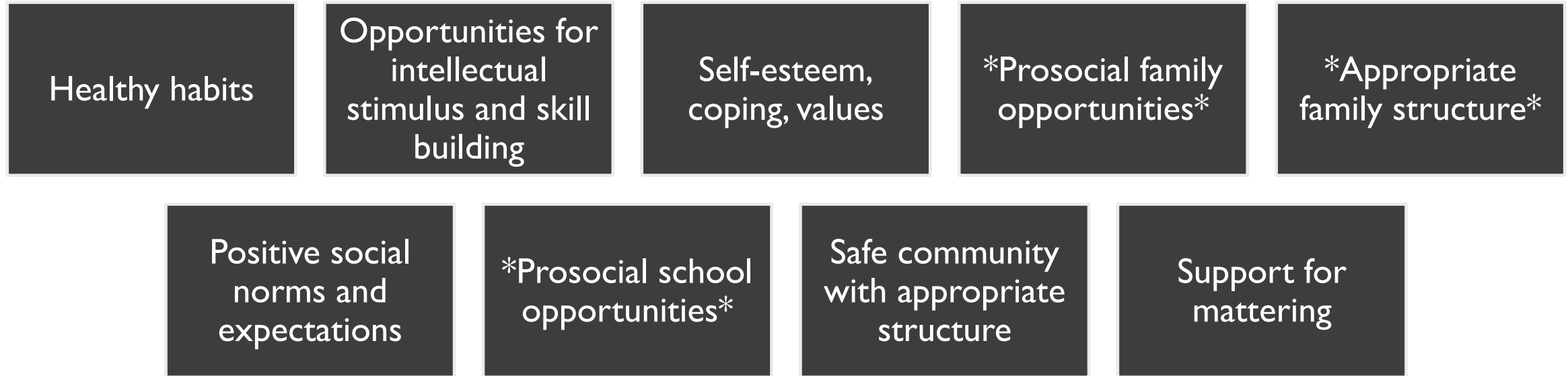
Low parental involvement

Low coping

Favorable attitude towards drugs*

Early substance use

Low commitment to school



PROTECTIVE FACTORS: SUBSTANCE MISUSE BY ADOLESCENTS

COMMUNITY ASSET MAP

Physical Spaces

Alma Town Hall
 Quonset Hut
 Fairgrounds
 American Legion
 Skate park
 Fairplay Beach
 Alma Riverfront
 Cohen Park
 Bike path
 Community garden
 USFS trails and open spaces
 Campgrounds
 Workspace co-op

Associations & Organizations

South Park Rec Center
 Boys & Girls Club
 South Park Young Life
 4-H
 MRHI
 Rocky Mountain Rural Health
 Park County Creative Alliance
 School athletics and band
 Churches
 Guffey Steampunk Society
 PeaceWorks, Inc.
 Rocky Mountain Land Library
 Fairview Horse Rescue
 Park Family Connections
 Park County Senior Alliance
 South Park Food Bank
 London Mill Preservation
 Park County Fair Board

Civic Services

RE-2 School District
 Preschool
 Human Services & Public Health
 Fairplay and Alma PD, PCSO
 Park County Search & Rescue
 South Park Ambulance
 Fire protection districts
 School based health center
 Health clinic
 Post offices
 Behavioral health providers
 Veterinarian
 The Flume
 The River Rat
 Park County Libraries
 Prescription delivery
 South Park City Museum

Economy

Grocery and bakery
 Auto parts and repair
 Restaurants and bars
 Gas and convenience
 Art shops and boutiques
 Sports equipment
 Hardware and lumber
 Liquor and cannabis retailers
 Hair and nail salon
 Agriculture
 Hotels and STR
 Home maintenance

Individuals

Families and couples
 Children and youth
 Students
 Elders
 Veterans
 Artists
 Athletes
 Politicians
 Teachers and school staff
 Helpers
 Tradespeople
 Community Health Workers
 Ranchers and farmers

YEAR 1 OUTCOMES (FY 2020 - 2021)

Slight increase in the use of alcohol and no change in the use of marijuana pre and post test.

The following measurements stayed the same: Attitudes Towards Use, Perceived Risk of Harm, Peer Pressure to Use Substances, Planning & Decision-Making Skills, Substance Use Expectancies, and Substance Use as a Coping Mechanism.

Slight decrease (2.6%) in the percentage of youth who had driven a vehicle while under the influence.

Increase (7.7%) in youth talking with their parents about the dangers of substances.

Increase in (7.7%) in youth recalling prevention messaging.

We missed our outcome of reducing use by 1%.

We performed the same or better when compared to other SABG-funded prevention programs. Alcohol use increased by less than the program average and marijuana use stayed the same, rather than increasing.

YEAR 2 OUTCOMES (FY 2021 - 2022)

3% increase in risk perception of alcohol use

10% decrease in students using substances as a coping strategy

20% decrease in peer pressure to use substances reported by students.

12% increase in youth talking with their parents about the dangers of substance use.

4% increase in Students who report having goal and taking actions to reach those goals by developing step-by-step plans

Supported 6 activities for local organizations with 6-53 youth per activity

Distributed substance use information to 128 unique individuals

YEAR I SUCSESSES (FY 2020 - 2021)

Project team established processes for facilitating Botvin Life Skills and surveying at RE-2 schools.

Project team recruited talented interdisciplinary community coalition.

RE-2 staff is optimistic and enthusiastic about programs.

There is increased conversation among families about substances.

Prevention messaging being heard by 12-18 year old population.

While use was not reduced, it did not increase significantly during a time of global pandemic.

YEAR 2 SUCSESSES (FY 2021 - 2022)

Botvin LifeSkills Training exceeded goal for number of students served

Coalition increased to 9 community members from unique organizations

New staff trained to continue Botvin LifeSkills

There is increased conversation among families about substances.

Statistically significant increase in students with skills in Planning and Decision-Making

Decrease in students who use substances as coping mechanisms despite the pandemic

COALITION WORK: 4-YEAR TIMELINE



COALITION WORK: 2-YEAR TIMELINE IN DETAIL

FY2023 (July 1, 2022 - June 30, 2023)

- Coalition maintenance
- Develop & implement CTE Events
- Assessment, Capacity & Planning for Positive Community Norms Campaign
- Start Teen Advisory Board
- Start Natural Highs Youth Group
- Continue to support information dissemination
- Continue supporting existing programs in our community
- Review substance use & possession policy at Park County School District Re-2 and/or in the Town of Fairplay.

FY2024 (July 1, 2023 - June 30, 2024)

- Coalition maintenance
- Continue CTE Events
- Implement & Evaluate Positive Community Norms Campaign
- Continue Teen Advisory Board
- Continue Natural Highs Youth Group
- Continue to support information dissemination
- Continue supporting existing programs in our community
- Recommendations for substance use & possession policy at Park County School District Re-2 and/or in the Town of Fairplay.

SOURCES

- “Assessment - Tools.” *Prevention Technology Transfer Center (PTTC) Network*, pttcnetwork.org/centers/south-southwest-pttc/assessment-tools.
- 2018 Healthy Kids Colorado Survey
- National Research Council and Institute of Medicine. (2009). Preventing mental, emotional, and behavioral disorders among young people: Progress and Possibilities. <https://www.ncbi.nlm.nih.gov/books/NBK32775/>
- SABG Prevention Pre/Post Test Survey Report: FY 2020-2021, CO SABG youth participants ages 12-18 N=670
- SABG Prevention Pre/Post Test Survey Report: FY 2020-2021, RE-2 SABG youth participants ages 12-18 N=39



Town of Fairplay

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 Fairplay, Colorado 80440
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 (719) 836-3279 fax
 www.fairplayco.us

STAFF REPORT

TO: Mayor Just and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: Res. #47, Series of 2022 – IGA With Park County and Sheriff for Law Enforcement Svcs

DATE: December 5, 2022

BACKGROUND/ANALYSIS:

The Town, through many work sessions with Staff, and public meetings held to gather public input, adopts an annual budget. The budget is a guiding document that details all of the expenses for operations and obligations and the associated revenues that allow for the realization of programs and services. The budget is developed based upon the needs and desires of the community and programs and services are prioritized based on what is determined to be in the best interests of the health, safety and welfare and quality of life of the residents.

Pursuant to the Municipal Code, the Town Administrator is responsible for the organization and efficient administration of all departments of the Town, and in carrying out those duties, makes recommendations to the Board on such. During the 2022 calendar year, the Town Administrator observed Police operations and monitored statistics. After reviewing the overall Department expenses in relation to the calls for service, and speaking with colleagues in other communities of similar sizes that contract their law enforcement services with their County Sheriff, the question of whether or not the current statistics supported a full-time Police Department arose. Through budget discussions about the levels of service, overall needs of the community, related costs, liabilities, and options for law enforcement services, the proposed resolution and agreement with Park County resulted.

If the Town Board approves the IGA with Park County, all Town Police Officers will transfer to the Sheriff's Office, subsequent to passing lateral Deputy testing.

STAFF RECOMMENDATION

Staff recommends the Board review the IGA, discuss any final amendments, accept public input, and then approve/deny/continue Resolution No.47, Series 2022, by motion, second and a roll call vote.

Attachment:

1. Resolution No. 47, Series of 2022
2. IGA with County of Park

“Where History Meets the High Country”

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 47
(Series of 2022)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING AND INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF PARK, COLORADO, ON BEHALF OF THE PARK COUNTY SHERIFF'S OFFICE, FOR LAW ENFORCEMENT SERVICES.

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

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

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

WHEREAS, the Board of Trustees has determined it is in the best interests of the Town of Fairplay, Colorado, in furtherance of the public health, safety and welfare, to contract with the Park County Sheriff's Office for comprehensive law enforcement services.

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

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

Section 2. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 5th day of December, 2022.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

 Frank Just, Mayor

 Janell Sciacca, Town Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FAIRPLAY, STATE OF COLORADO AND THE COUNTY OF PARK, STATE OF COLORADO

THIS INTERGOVERNMENTAL AGREEMENT, is made and entered into this ____ day of _____, 2022, by and between the Town of Fairplay, State of Colorado, a municipal corporation, by and through its Board of Trustees (hereinafter "Fairplay" or "Town"), and the County of Park, State of Colorado a political subdivision, by and through its Board of County Commissioners on behalf of the Park County Sheriff's Office (hereinafter "Sheriff" or "County").

WITNESSETH

WHEREAS, pursuant to C.R.S. 29-1-201 et. seq., the County and the Town are permitted and encouraged to enter into Intergovernmental Agreements in order to make the most efficient and effective use of their powers and responsibilities in order to provide for any government function, service or facility; and

WHEREAS, any such contract shall set forth fully the purposes, powers, rights, obligations, and the responsibilities, financial and otherwise, of the contracting parties; and

WHEREAS, the Sheriff, Undersheriff, and Sworn Deputies are authorized to provide law enforcement services in the County of Park, Colorado; and

WHEREAS, the Town is located within the County of Park, Colorado, and desires to provide expanded, enhanced and more comprehensive law enforcement services within the boundaries of the corporate limits of the Town of Fairplay, Colorado; and

WHEREAS, the County and the Sheriff, are willing and able to provide said law enforcement services within the boundaries of the corporate limits of the Town of Fairplay, Colorado;

NOW, THEREFORE, in consideration of the covenants, specified herein, the parties hereto agree as follows:

1. Town and County desire to enter into an agreement for the provision of Law Enforcement Services by the Sheriff within corporate Fairplay corporate town limits.
2. The Town, which is located within the County of Park, currently has, but may not continue to have, its own municipal police force, and has determined that it is in the best interest of the Town and its citizens to contract with the County and Sheriff to provide Law Enforcement Services, as defined herein, within the Town's corporate boundaries pursuant to the terms this Agreement.
3. The Sheriff has determined that his office has the resources to provide Law Enforcement Services to the Town and is willing and able to provide the requested services in exchange for the compensation to be provided by the Town to the County pursuant to this Agreement.
4. This Agreement is authorized pursuant to Section 18, Article XIV, of the Colorado Constitution, C.R.S. §29-1-201, et seq and C.R.S. §30-11-410.
5. As evidenced by their respective signatures, and in consideration of the covenants specified herein, Town and County have accepted and consented to the terms and conditions of this Agreement.

1. TERRITORY COVERED AND TERM

- 1.1 The Sheriff shall provide the Law Enforcement Services as set forth herein within the corporate limits and boundaries of Town.
- 1.2 The Term of this Agreement shall commence on January 1, 2023, and shall end at 12:00 midnight on December 31, 2023.
- 1.3 This Agreement shall automatically renew for successive one year terms, unless one party gives the other party written notice of non-renewal at least one hundred eighty (180) days prior to December 31st of the then current term.
- 1.4 Notwithstanding anything herein to the contrary, the Town may terminate this Agreement upon one hundred eighty (180) days written notice if: (1) there is a material breach by the County of its obligations hereunder which is not cured within sixty (60) days of written notice by Town of the County's material breach or non-performance hereunder; or (2) County fails to provide a timely or reasonable budget; or (3) County fails to provide coverage or services as agreed to in this agreement.
- 1.5 Notwithstanding anything herein to the contrary, County may terminate this Agreement upon one hundred eighty (180) days written notice if: (1) there is a material breach by the Town of its obligations hereunder which is not cured within sixty (60) days of written notice by County of the Town's material breach or non-performance hereunder; or (2) Town fails to make any payment required hereunder; or (3) the Town elects not to budget and appropriate monies for this Agreement for any year.
- 1.6 Either party may terminate this Agreement if the Town and County fail to timely agree to the budget for any year, in which case this Agreement shall terminate at the end of the current year, subject to the required one hundred eighty (180) days written notice provided for in this section.
- 1.7 If any duties within the agreement are not performed, the Town Mayor, with Town Board approval, will provide written certified notice to the Sheriff as to nonperformance of duties in which the Sheriff has thirty (30) days to respond. If the Town deems the Sheriff's response to be unacceptable, the Town may then provide written ninety (90) day notice of termination of the agreement. In an effort to avert the aforementioned, the Sheriff and the Mayor may meet for the purpose of reviewing the Law Enforcement Services performed, and to be performed, provided that any changes to the Law Enforcement Services / Scope of Services and provided herein shall require mutual approval by the Board of County Commissioners and the Town Board."

2. SCOPE OF SERVICES

- 2.1 The County, through the Sheriff, agrees to use reasonable efforts and discretion to provide, and in providing, the law enforcement services specified in this Section 2., within the corporate limits of the Town of Fairplay (herein "Law Enforcement Services"). County hereby delegates to, and hereby deputizes and authorizes, the Sheriff, his deputies, lieutenants, sergeants, officers, agents and employees, the necessary authority to provide such services and apply and enforce the appropriate state and federal laws, rules and regulations as well as the criminal ordinances of County. For the purpose of Park County's providing of the Law Enforcement Services set forth in this Agreement, and only for the purpose of giving official status to the performance thereof, the deputies, lieutenants, sergeants, officers, agents and employees of the Sheriff's Office engaging in performance of such Law Enforcement Services shall have the authority to act for County while performing such service or function within corporate limits of the Town of Fairplay.

- 2.2 Law Enforcement Services shall include enforcement of Colorado Revised Statutes, Park County Fire Ban, Model Traffic Code, and Fairplay Town Ordinances including animal control. The Sheriff shall have no obligations to enforce Town building codes, zoning codes, fire codes, plumbing codes, or electrical codes.
- 2.3 Supervisor for Law Enforcement Services in the Town of Fairplay: The Sheriff's appointed Patrol Lieutenant, will be responsible for the supervision of law enforcement and public safety operations for Town, and will serve as the ombudsman/supervisor. The Lieutenant/Supervisor will be appointed by the Sheriff. The Sheriff will weigh and consider, but not be bound by, input from the Town on his appointment. It is the intent of the parties that experience, consistency and continuity of service and keeping with the principles of community and problem-oriented policing, are of value to the Town and its citizens and are required elements of the position of the Supervisor for the Town of Fairplay. It is understood by the Town that the length of this appointment, and any termination of such appointment, are to be determined at the discretion of the Sheriff. It is additionally understood that there will be twenty-four hour/ seven days per week supervision for all patrol functions. It is further understood that shift supervisors will have and retain their full County responsibilities as well as responsibilities in the Town of Fairplay.
- 2.4 Town Police Officers: If the one-time Park County Sheriff's lateral Deputy testing is successfully completed and passed by each Town Police Officer, and if they otherwise qualify for appointment, the Sheriff will laterally transfer those successful current full-time Town Police Officers to be employed by County to the Sheriff's Office and appoint said officers as Deputies and employees of the Sheriff's Office, to fill any vacancies in the Sheriff's Office. Should a Town Police Officer fail to successfully complete the Sheriff's lateral Deputy testing, the Sheriff will not extend an offer of employment.
- 2.5 Notwithstanding anything in this Agreement to the contrary, the Sheriff shall not be required to provide Law Enforcement Services to the Town that exceed the level of law enforcement services provided in the unincorporated areas of Park County. The Sheriff will, staffing levels permitting, as determined by the Sheriff in his discretion, split the current Patrol zones in the south end of the county to better provide Law Enforcement services to the Town of Fairplay. In order to minimize unnecessary duplication of law enforcement services, the Parties agree that deputies assigned to the Town's patrol district from time to time may respond to other jurisdictions, including unincorporated Park County, as needed, as determined by the Sheriff in his discretion. Similarly, Sheriff's personnel assigned elsewhere in the County, may from time to time, be used for Law Enforcement Services within the Town. The Sheriff agrees to incorporate in the Department's patrol schedule coverage to include school zones patrols, which should generally be conducted during the morning arrival and late afternoon departure hours or at such times as deemed appropriate by the Sheriff. All traffic and citation related fines and fees shall be retained by the County.
- 2.6 Equipment: The County Sheriff's Office will provide equipment, training, uniform allowance, vehicles and supplies for deputies provided hereunder, on the same basis as the County/Sheriff provides such to deputies assigned to other patrol districts within unincorporated Park County. Such costs will be included in the annual budget provided for under Section 3.1.
- 2.7 Current Town Police Department vehicles and other capital equipment may be provided to the County for the use of Deputies under a separate agreement and the same may be negotiated between Town and the County for such vehicles and equipment owned by the Town.

- 2.8 The Sheriff shall make available to all Deputies the proper training to maintain their status of Certified Peace Officer in the State of Colorado. The Sheriff further agrees that each Deputy assigned on a regular basis shall have completed at least the minimum training in Community Policing to be able to perform his or her duties under the terms of this Agreement.
- 2.9 The Sheriff will, unless circumstances elsewhere in Park County impact such availability, as determined by the Sheriff in his discretion, provide extra-duty deputies to patrol the Town of Fairplay for special events as requested by the Town. Normally these patrols will be performed by Sheriff's Reserve deputies and or Sheriff's posse members. The Town will be responsible for compensating the County for such extra-duty hours at the current County contractual extra-duty rate charged by the Sheriff's Office.
- 2.10 The Sheriff shall maintain in the Sheriff's records system, and in accordance with the Sheriff's applicable records retention policies, records relating to criminal complaints, arrests, and other official law enforcement actions taken by the Sheriff for Law Enforcement Services provided within the Town of Fairplay under this Agreement. During and after the termination of this Agreement, the Town shall have reasonable access to the Sheriff's records for all information pertaining to any entry made by the Sheriff for such matters on behalf of Town under this Agreement, which access shall be granted at no charge and for legitimate County law enforcement purposes.
- 2.11 All Sheriff's personnel provided under the terms of this Agreement will wear the uniform of the Sheriff's Office and the Sheriff shall provide the Town Administrator a complete list of sworn deputies at the beginning of each year and subsequently provide regular updated copies when/if turnover or other circumstances results in significant changes to staffing.
- 2.12 The Sheriff will provide reports to the Town of police activity within the Town of Fairplay on a quarterly basis or within any reasonable time period as requested by the Town Administrator, or designee. This reporting shall include written and/or oral reports to the Town Board at the Board's regular meetings on a quarterly basis, or more/less often as determined by the Town Administrator, or designee. In addition, to the extent the Sheriff's schedule permits, as determined by the Sheriff in his discretion, the Sheriff will submit to the Town Board written monthly activity reports.
- 2.13 The Law Enforcement Services shall include EMS and fire dispatching services within the Town.
- 2.14 Animal Control enforcement will be provided by the Sheriff's regular Animal Control Officers. County shall ensure that the Town has adopted/will promptly adopt an Animal Control Ordinance in substantial conformance to the County Ordinances. Upon notice from Park County, the Town shall ensure that the Town promptly adopts any amendments to such Ordinance. All Animal Control fines and fees shall be retained by the County.
- 2.15 In the event that Deputies assigned to the Town under this Agreement incur overtime expenses in providing Law Enforcement Services, the Sheriff shall, at his discretion, manage the overtime issue through the use of comp time or the Sheriff's Office overtime budgeted line item approved by the County.
- 2.16 In situations where time and expenses are incurred because of an extraordinary criminal investigation, as reasonably determined by the Sheriff, that occurs within the Town limits, the Sheriff or his designee shall, as soon as practicable, notify the Town Administrator, or designee, of said determination. The Sheriff shall consult with the Town Administrator, or designee, regarding the estimated costs to be charged as a result of the extraordinary investigation and cooperate to reasonably minimize the extra cost to the Town. The County shall submit monthly invoices for the amounts expended by the County for such overtime expenses, forensic

examination expenses, expert analysis expenses and other expenses incurred that are specific to that investigation by the 15th of the month following the incurring of such expenses. The Town shall, upon receipt of invoices, process them for payment to the County after the first Town Board meeting following receipt of invoices.

- 2.17 The Sheriff shall make available to the Town a copy of the Sheriff's Office Policies and Procedures, including a copy of the County Personnel Manual. The Town shall maintain the confidentiality of any such non-public documents supplied by the Sheriff.
- 2.18 All personnel assigned to the Town patrol district under this Agreement shall remain employees of the County Sheriff's Office. The County shall continue to be responsible for administering all wages, withholdings, retirement contributions, worker's compensation, unemployment benefits, dental, medical and life insurance consistent with and in accordance with the County's compensation, personnel and benefit policies as approved by the Park County Board of County Commissioners.
- 2.19 If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Town ordinance, rule, regulation, resolution, custom, policy or practice is at issue, as long as such is not adopted at the request of the County, the Town shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Town, the County, or both, the Town shall satisfy the same, including all chargeable costs and attorney's fees.

3. COMPENSATION FOR LAW ENFORCEMENT SERVICES

- 3.1 The Town shall pay the County for the services provided under this Agreement based upon the budget that the parties approve, working diligently and in good faith, for each calendar year. The Sheriff, on behalf of the County, shall prepare and submit to the Town and County, by August 1st of each year in which this Agreement is in effect, a proposed budget for the base Law Enforcement Services to be provided hereunder for the ensuing calendar year. Said budget, subject to supplemental appropriations as they may be agreed to by the Parties, shall be the amount which the Town shall pay to the County for the Law Enforcement Services under this Agreement for the ensuing calendar year, provided that said budget is approved by the Town of Fairplay Town Board of Trustees and the Park County Board of County Commissioners, prior to the beginning of the ensuing calendar year for which the budget is to be in effect. For the portion of calendar year covered by this Agreement, and in the manner provided in this Section 3.1, the Town has budgeted and appropriated funds for the remainder of 2023 in the amount set forth in this Agreement and attached as Exhibit A, and Exhibit A shall be the agreed upon budget for 2023.
- 3.2 The annual cost of services will be divided into quarterly installments and the County will invoice the Town in such quarterly installments. The County shall invoice the Town the first week of each calendar quarter (January, April, July and October). The Town shall pay the County for the entire amount invoiced no later than thirty (30) calendar days after the date of the invoice. If the County fails to invoice the Town by the date described above, the Town shall have thirty (30) days from the date of the said County invoice to make the payment. If the County submits the invoice by the date described above and the Town fails to make payment within 30 days, the County may add a late charge of one percent (1%) to each invoiced amount for which late payment is made.

- 3.3 All obligations of the Sheriff under this Agreement are expressly contingent upon funds being appropriated, budgeted, approved, or otherwise made available by the Town, County or other source, for purposes of carrying out this Agreement. To the extent that such funding is not made available, either in whole or in part, the Parties shall notify the other, this Agreement shall terminate, and the Parties shall be released from any obligations under this Agreement for which such funding is required.
- 3.4 The Town and the County are not obligated by this Agreement to make any payments or provide any services in any fiscal year beyond the fiscal year for which funds are appropriated for payment or providing thereof or to make any payments from any funds of that party other than funds appropriated for the payment of current expenditures. All payment and other obligations of the Town or County under this Agreement are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the Town or County.
- 3.5 If this Agreement is terminated for any cause during a calendar year, Town shall be responsible only for the prorated costs through the termination date.
- 3.6 The Town has/will provide at no cost to the County an office space in Town Hall for the use of Sheriff's Deputies and Animal Control when needed.

4. ADDITIONAL PROVISIONS

The Parties agree that the following additional provisions shall apply to the Sheriff's provision of Law Enforcement Services under this Agreement:

- 4.1 Any citizen complaints of violation of law or policy by Sheriff's Deputies assigned to the Town's patrol district shall be made by the complaining person in writing on the Park County Sheriff's Office Citizens Complaint form, and in compliance with the then existing Sheriff's Policy and Procedure for Professional Standards investigations. Pursuant to that policy, the Sheriff, or his designee, shall inform the Town in writing when any such complaint is received, including the name of the Deputy complained against and the nature of the complaint. The Sheriff, or his designee, shall also notify the Town of the final disposition of any such complaint after the Sheriff's internal investigation has been completed.
- 4.2 Any complaint by the Mayor and Town Board of violation of law or policy by Sheriff's Deputies assigned to the Town's patrol district shall be made by the Town Administrator, or designee, on behalf of the Town Board in writing to the Sheriff. The Sheriff in compliance with the then existing Sheriff's Policy and Procedure for Professional Standards investigations shall discuss the nature and final disposition of the complaint with only those supervising staff within the Sheriff's Office and the County Attorney's Office, and with the Town Administrator, or designee and Town Attorney. Pursuant to that policy the Sheriff, or his designee, shall inform the Town in writing when any such complaint is received, including the name of the Deputy complained against and the nature of the complaint. The Sheriff, or his designee, shall also notify the Town Administrator, or designee, of the final disposition of any such complaint after the Sheriff's internal investigation has been completed. The Town Administrator, or designee, may convey the results of the investigation either orally or in writing to Town Board.
- 4.3 The Party receiving a complaint from any member of the public regarding the substance of policies related to the services provided under this Agreement shall forward the complaint, in writing, to the Party whose policy is in question.
- 4.4 Selection of the Sheriff's Deputies to be assigned to the Town's patrol district under this Agreement will be made by the Sheriff, considering, but not being bound by, input from the

Town if they so desire. Current Town of Fairplay Police Officers who have been hired as Park County Deputies should, if reasonably possible, continue to be assigned to the Town of Fairplay for a period of time to ensure the continuity of services and to provide orientation assistance to newly assigned Deputies. The Parties agree that this assignment is temporary and that those current Town of Fairplay Police Officers who have been hired as Park County Deputies may be re-assigned by the Sheriff at his discretion.

- 4.5 The Sheriff shall be deemed to be the Chief of Police of the Town of Fairplay and shall perform the duties of Police Chief cited in CRS 31-4-112 and Fairplay Municipal Code Section 2-5-30. The Sheriff shall be responsible for the supervision and operation of the force in its provision of services hereunder. For purposes of this Agreement, the Sheriff may delegate his responsibilities to other commanding officer(s) within the Sheriff's Office who may then act as his official representative to receive communication from and communicate to the Town. Any questions or concerns with operational issues shall be first made to the supervision Deputy, the Operations Division Lieutenant or Commander and/or his designee. Issues concerning matters of policy shall be directed to the Operations Division Lieutenant or Commander and/or his designee or the Sheriff. The supervising Deputy and all Sheriff's personnel acting under or above him shall at all times be entitled to exercise reasonable efforts and discretion to determine appropriate law enforcement response, charges filed, and priorities in the course of providing Law Enforcement Services hereunder, and in so doing shall at all times be subject to and guided by the mission and values statement and policies and procedures of the Sheriff's Office.
- 4.6 The Town Administrator, or designee, shall be the contract monitor who will act on behalf of the Town to ensure that the provisions of this Agreement are met. The Sheriff, or his designee, shall make all reports and correspondence (both written and verbal) to the Town Administrator, or designee. The Sheriff will allow the Town Administrator, or designee reasonable access to records and Sheriff's staff for this purpose.
- 4.7 The Parties agree that the relationship of the Sheriff to Town under this Agreement is that of any independent contractor. In this, and for the sole purposes of acting as provided in Section 4.5 and providing the services contracted for hereunder, the Sheriff may be considered to be an agent of the Town of Fairplay; for all other purposes, however, the Sheriff and his Deputies provided under this Agreement shall be considered to be officials or employees of Park County and not employees of the Town of Fairplay. All other persons who are employed by or acting as agents of the Town of Fairplay shall be considered to be employees or agents of the Town of Fairplay and not of the County or the Sheriff's Office, and no person who is not an Officer, Deputy or other person of, employed by or expressly commanded by the Sheriff in the course of providing Law Enforcement Services hereunder shall be considered to be an agent or employee of the Town for any purpose.
- 4.8 For the purposes of Section 4.6, the relationships between the Parties as described in Section 4.5 above shall apply. Also consistent with Section 4.6, The Town shall consider the County, which is the governmental entity financially responsible for the Sheriff's budget, to be the same party as the Sheriff. Nothing in Section 4.6 or elsewhere in this Agreement shall be construed in any way to be a waiver by either party or their personnel of the protections to which the parties and their officials and employees are entitled to under the Colorado Governmental Immunity Act, C.R. S. §24-10-101, et seq., as amended.
- 4.9 In addition to and without limitation upon all other provisions of this Agreement, each party agrees not to sue as a breach of this Agreement, and otherwise not to seek legal or equitable

relief against, the other party, or any of their respective elected or appointed officials, employees or agents or their personnel, for any alleged failure to properly exercise discretion in determining law enforcement response and priorities under this Agreement. This paragraph shall not preclude the parties from pursuing any other remedies that may be available to them in the event of any other material breach or alleged breach of this Agreement.

- 4.10 Park County and the Town of Fairplay are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended the "Act"). Park County and the Town of Fairplay shall each at all times during the term of this Agreement, maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. The County further agrees to cooperate fully in the defense of all claims arising from incidents where the Sheriff, or any of the Deputies or other personnel subject to this Agreement was acting as the Chief of Police of the Town of Fairplay police force under this Agreement, or in providing the Law Enforcement Services hereunder. Park County agrees to cooperate with the legal counsel retained under the insurance policy for claims subject to this paragraph. Except as otherwise provided in this Agreement, each party agrees to be responsible for its own negligent actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this Agreement. By agreeing to this provision, neither the County nor the Town waives or intends to waive, as to any person not a party to the Agreement, the limitations on liability or any other provision of the Act.
- 4.11 Park County shall provide the Town of Fairplay, at the beginning of each calendar year of this Agreement, with proof of insurance showing Park County's coverage for comprehensive general liability, police professional liability, auto liability and workers' compensation, if and as may be required by this Agreement, and will provide timely updates of any changes in the County's insurance program. The Town shall provide Park County with proof of insurance showing Town's coverage for comprehensive general liability and police professional liability and will provide timely updates of any changes in the Town's insurance program.
- 4.12 This Agreement is effective as of the date on which it is signed by all the representatives of the parties as provided in the signature portion of this Agreement below, after receiving all required approvals. This Agreement shall remain in effect unless it is superseded by a new written Agreement that is mutually acceptable to and signed by all parties, or until it is terminated by either party, provided that any termination pursuant to Section 1.3 shall not, except as otherwise provided in this Agreement, be effective until one hundred eighty (180) days after the date on which the terminating party provides to the other party written notification of its intent to terminate. Any such notice of termination shall be directed to the attention of the representative or representatives signing this Agreement for the non-terminating party as specified in the signature portion of this Agreement below, and shall be considered to have been provided on the date of postmarking, if the notices is placed in the U.S. mail, certified mail with return receipt requested, or on the date of delivery, if the notice is hand delivered. For purposes of this paragraph, notice shall be considered sufficient when mailed or delivered to the following addresses:

For the Sheriff:

Park County Sheriff
P.O. Box 604
Fairplay, Colorado 80440

For the County:

Park County Board of County Commissioners
P.O. Box 1373
Fairplay, CO 80440

For the Town of Fairplay:

Fairplay Town Administrator
PO Box 267
Fairplay, CO 80440

- 4.13 This Agreement may be amended by the parties at any time during its term, provided that any such amendment is agreed to in writing and signed by the representatives of the parties executing this Agreement as set forth in the signature portion below.
- 4.14 Should any of the provisions of this Agreement be held to be invalid or unenforceable, then the balance of this Agreement shall be held to be in full force and effect though the invalid portion was not included; provided however, that should the invalidity or unenforceability go to the essence of the Agreement or be of substantial nature, then the party or parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Agreement forthwith.
- 4.15 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Any dispute concerning the performance of this Agreement which is not resolved by mutual agreement of the Parties shall be filed in the Courts in Park County, Colorado, unless otherwise agreed in writing by the Parties, which shall be the sole convenient forum for such litigation.
- 4.16 The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and Town, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person. It is the express intent of the parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
- 4.17 This Agreement constitutes the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements, proposals, offers, counteroffers, and understandings of the Parties regarding said subject matter, whether written or oral, all of which are hereby merged into and superseded by this Agreement.
- 4.18 The person(s) signing this Agreement on behalf of the party for which he/she signs represents and warrants that he/she has the power and authority to contract for, act on behalf of, and bind that party.
- 4.19 The section headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.
- 4.20 This Agreement, and payments and other monetary obligations of the Town or County hereunder, shall not be construed as creating a multiple-fiscal year debt or other financial obligation of the Town or County within the meaning of Section 20(4Xb) of Article X of the Constitution of Colorado. If renewed by agreement of the parties for a period in excess of one fiscal year, this Agreement shall not obligate the Town, or County, directly or indirectly, to make any payments or meet any other monetary obligations required herein, beyond such payments or obligations as are appropriated for any fiscal year in which this Agreement is in

effect. In the event the Town or County fails to budget and appropriate, on or before December 31 of each year, funds sufficient to pay all monetary obligations due for the ensuing year, this Agreement shall terminate effective December 31 of the year in which the Town or County did not budget and appropriate sufficient funds to meet its obligation hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY, COLORADO

By: _____
Richard Elsner, Chairman

Attest: _____
County Clerk

Date: _____

BOARD OF TRUSTEES OF TOWN OF FAIRPLAY, COLORADO

By: _____
Frank Just, Mayor

Attest: _____
Janell Sciacca, Town Clerk

Date: _____

SHERIFF'S OFFICE OF PARK COUNTY, COLORADO

By: _____
Tom McGraw, Sheriff

Date: _____

EXHIBIT A
COMPENSATION FOR LAW ENFORCEMENT SERVICES

- A. Per Section 3.1 of this agreement, the Town has budgeted and appropriated funds for the remainder of 2023 in the amount of \$ 350,000.00 (Three hundred and fifty thousand dollars). This amount is the agreed upon 2023 Budget.
- B. Per Section 3.2 of this agreement, the payment terms are that the annual cost will be divided into quarterly installments, invoiced by the County in the first week of the quarter and paid as follows:
- | <u>Quarter</u> | <u>Amount Due</u> | <u>Due Date</u> |
|----------------|-------------------|------------------------------------|
| Quarter 1 | \$87,500.00 | 30 days after January invoice date |
| Quarter 2 | \$87,500.00 | 30 days after April invoice date |
| Quarter 3 | \$87,500.00 | 30 days after July invoice date |
| Quarter 4 | \$87,500.00 | 30 days after October invoice date |
- C. For extra duty hours described per Section 2.9 of this agreement, the current contractual extra-duty rate charged by the Sheriff's Office is \$50.00 per hour.



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Resolution No. 48 – 2022 Certification of Utility Liens

DATE: 12/2/2022

This resolution authorizes the certification of delinquent utility customers to the Park County Treasurer for inclusion on their property tax assessment. I have not included a list of delinquent customers with the packet as it will likely change prior to the meeting. The total amount to be certified at this point is \$6,390.15. I will provide you with a list at the meeting.

Staff recommends approval of this resolution. This will require a motion, a second and a voice vote.

TOWN OF FAIRPLAY, COLORADO**RESOLUTION NO. 48
(Series of 2022)****A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, CERTIFYING DELINQUENT UTILITY ACCOUNTS TO THE PARK COUNTY TREASURER.**

WHEREAS, C.R.S. 31-20-105 provides that any municipality may cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes; and

WHEREAS, Town of Fairplay Municipal Code Sec. 13-1-240 provides that until paid in full, all fees, charges, rates or tolls for water service shall constitute a first and perpetual lien on and against the lot, land, building and/or property served by the municipal water system, and in the event said fees, charges, rates or tolls are not paid when due, the Town may certify the same to the County Treasurer to be collected and paid over in the same manner as taxes, together with the costs of collection; and

WHEREAS, the attached list is held by the Town Treasurer to be a true and complete list of delinquent Water & Sewer Utility Accounts for properties for the Town of Fairplay as of November 30, 2022;

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

Section 1. That under and by virtue of the authority granted under the provisions of C.R.S. 31-20-105 and the Fairplay Municipal Code Section 13-1-240, the attached list of delinquent Town of Fairplay Water and Sewer accounts be certified to the Park County Treasurer for collection in the same manner as taxes.

INTRODUCED, READ AND ADOPTED this 5th day of December, 2022.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

PUBLIC HEARING FORMAT

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

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



MEMORANDUM

TO: Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Public Hearing for 2022 Amended and 2023 Proposed Budgets

DATE: 12/2/2022

This is the final public hearing on the 20220 amended and 2023 proposed budgets. The hearing will need to be reopened and public comment requested.

After closing the hearing, each resolution will need to be individually approved. A motion will need to be made, seconded and a roll call vote taken on each of the budget related resolutions – 42,43,44,45 and 46.

If you have any questions as you look through the included budgets, please feel free to contact me before the meeting.

GENERAL FUND BUDGET						
Account #	Account Description	2021 Audited Final	2022 Budgeted	2022 Amended	2023 Budgeted	Comments
GENERAL FUND - REVENUE	BEGINNING FUND BALANCE	\$ 1,476,442	\$ 2,073,200	\$ 2,056,903	\$ 2,927,241	
	<u>TAXES</u>					
10-40-05	AD VALOREM TAX (Current Taxes)	194,943	234,399	234,399	236,805	11.799 mills-set amount
10-40-10	SPEC. OWNERSHIP TAX (SO Taxes)	25,732	25,000	25,000	25,000	
10-40-30	INTEREST ON PROPERTY TAX (Interest)	459	500	700	500	
10-40-40	DELINQUENT TAXES	-	-	293	-	
10-40-55	50% SHAREBACK OF R&B LEVY	7,642	7,000	8,000	8,000	
10-40-60	MOTOR VEHICLE REGISTRATION (Dis Lic Fees)	4,206	4,000	3,700	4,000	
10-40-70	SALES TAX	1,426,196	1,507,693	1,523,745	1,569,457	3% of 4% TOF Tax
10-40-75	SALES TAX - STREETS	475,399	502,565	507,915	523,152	1% of 4% TOF Tax
10-40-80	HIGHWAY USER'S TAX	39,222	36,000	33,740	36,468	
10-40-85	SEVERANCE TAX	357	500	11,679	500	
10-40-86	MINERAL LEASE REVENUE	340	500	581	500	
10-40-90	CIGARETTE TAX	4,413	3,000	3,400	2,000	
10-40-96	LODGING TAX	62,643	60,000	48,000	60,000	
	TOTAL	\$ 2,241,551	\$ 2,381,157	\$ 2,401,152	\$ 2,466,383	
	<u>LICENSES</u>					
10-41-10	LIQUOR LICENSES	6,480	3,000	5,504	5,000	
10-41-30	DOG LICENSES	115	150	98	100	
10-41-32	LIVESTOCK PERMIT	25	25	75	75	
10-41-34	COMMERCIAL FLY FISHING PERMIT	600	450	450	450	
10-41-40	*BUILDING PERMITS	(1,654)	5,000	15,611	10,000	
10-41-41	* SURCHARGE: STREETS 5%	83	369	952	796	Permits with an * get 10% surcharged
10-41-42	* SURCHARGE: PARKS & REC 5%	83	369	952	796	Permits with an * get 10% surcharged
10-41-50	FRANCHISE TAX (Xcel 3% Fee) (CNG 5%)	65,007	58,000	68,000	65,000	
10-41-60	GOLD PANNING PERMITS/DONATIONS	11,910	10,000	8,350	8,000	
10-41-70	BUSINESS LICENSES	7,550	7,500	7,775	3,000	
10-41-74	SHORT TERM RENTAL PERMIT	-	-	4,500	6,000	
10-41-80	SIGN PERMITS	390	300	430	300	
*10-41-90	* EXCAVATION PERMITS	500	100	539	600	
*10-41-92	* MECHANICAL PERMIT	100	-	250	100	
*10-41-94	* STREET CUT	-	-	500	1,000	
*10-41-96	* FENCE PERMIT	320	320	290	320	
10-41-97	SPECIAL EVENTS PERMIT	1,320	1,000	1,500	1,300	
*10-41-98	* RESIDE/REROOF PERMIT	2,000	2,000	3,600	3,000	
	TOTAL	\$ 94,829	\$ 88,583	\$ 119,376	\$ 105,837	
	<u>FEES</u>					
10-42-75	PLANNING & DEVELOPMENT FEES	1,200	20,000	2,575	3,000	fees only-no bill backs

Account #	Account Description	2021 Audited Final	2022 Budgeted	2022 Amended	2023 Budgeted	Comments
10-42-90	COPIES & FAXES	366	200	235	200	
	TOTAL	\$ 1,566	\$ 20,200	\$ 2,810	\$ 3,200	
	TRANSPORTATION REVENUE					
10-43-05	RIDERSHIP REVENUE	-	-	-	-	
10-43-90	MISCELLANEOUS REVENUE	-	-	-	-	
	TOTAL	\$ -	\$ -	\$ -	\$ -	
	LAW ENFORCEMENT					
10-45-05	TRAFFIC FINES	9,825	12,000	7,770	12,000	
10-45-10	SURCHARGE: POLICE TRAINING (\$15.00)	1,537	1,500	1,567	1,500	
10-45-15	COURT COSTS \$31.00	433	620	279	310	
10-45-20	DEFAULT/OJW FEES \$30.00	150	150	15	-	
10-45-30	OTHER FINES	100	500	100	500	
10-45-80	VIN INSPECTIONS	668	400	3,500	3,000	
10-45-90	MISCELLANEOUS	2,443	1,000	11,500	1,000	
10-45-95	GRANT REIMBURSEMENT	2,685	-	30,960	-	
	TOTAL	\$ 17,840	\$ 16,170	\$ 55,691	\$ 18,310	
	INTEREST					
10-46-05	INTEREST ON COLOTRUST	138	150	35,000	60,000	
10-46-30	INTEREST ON CHECKING	494	400	350	400	
	TOTAL	\$ 632	\$ 550	\$ 35,350	\$ 60,400	
	EVENTS					
10-47-39	4TH OF JULY	6,472	10,000	5,697	8,000	
10-47-50	TGIFAIRPLAY CONCERTS	3,339	22,500	16,636	25,000	
10-47-52	REAL COLORADO CHRISTMAS		500	-	500	
10-47-56	BURRO DAYS	45,658	50,000	55,781	60,000	
10-47-65	MARDI GRAS		10,000	6,200	10,000	
10-47-59	BURRO DAYS RETAIL SALES	7,776	9,000	2,300	300	
10-47-90	MISCELLANEOUS REVENUE-EVENTS	6,963	3,000	-	2,500	
	TOTAL	\$ 70,208	\$ 105,000	\$ 86,614	\$ 106,300	
	MISCELLANEOUS					
10-47-00	MISCELLANEOUS INCOME	12,970	103,906	15,300	10,000	
10-47-10	CEMETERY	3,730	300	408	300	
10-47-38	TOWN CLEAN UP DONATIONS	305	-	135	-	tires
10-47-49	STREET LIGHTS	10,843	10,800	10,800	10,800	collected on utility bills
10-47-62	501 MAIN - RENT & UTILITY	1,459	1,500	1,300	1,500	
10-47-75	COMMERCIAL FISHING FEES	-	-	4,000	6,000	
10-47-82	CAMPING PERMITS/FACILITY USE	897	600	500	600	
10-47-81	GRANT - COHEN PARK PLAYGROUND	102,959	-	92,739	-	
10-47-83	GRANT - FEDERAL	24,547		-	197,812	

Account #	Account Description	2021 Audited Final	2022 Budgeted	2022 Amended	2023 Budgeted	Comments
10-47-86	GRANT - 501 MAIN STREET	-	-	-	-	
10-47-88	GRANT - RIVER PARK	-	-	-	750,000	
10-47-91	TOWN HALL RENT REVENUE	12,397	12,397	12,397	12,397	utility portion
	TOTAL	\$ 170,106	\$ 129,503	\$ 137,579	\$ 989,409	
	TOTAL GENERAL FUND REVENUE	\$ 2,596,732	\$ 2,741,163	\$ 2,838,572	\$ 3,749,839	
	TOTAL AVAILABLE RESOURCES	\$ 4,073,174	\$ 4,814,363	\$ 4,895,475	\$ 6,677,079	
GENERAL FUND - EXPENSES						
	<u>ADMINISTRATION</u>					
10-50-02	401A EMPLOYER MATCH	3,120	4,271	4,146	7,137	3% of gross salaries
10-50-05	SALARIES	131,432	132,021	130,690	237,915	JS 60%, KW 60%, SE 60%, JB 70%, AW 100%, Fac 20%
10-50-10	EMPLOYEE HEALTH & WELLNESS	-	-	-	7,000	
10-50-11	SS/MEDICARE EXPENSE	10,419	10,237	10,097	18,338	7.65% of gross salaries
10-50-12	UNEMPLOYMENT EXPENSE	408	268	264	479	.002% for 2022
10-50-13	EMPLOYEE HEALTH INSURANCE	33,526	34,125	34,710	50,084	health, life, vision, dental, disability
10-50-14	WORKER'S COMPENSATION	510	693	667	592	
10-50-15	EDUCATION	1,762	6,000	2,500	4,000	
10-50-16	ADMIN VEHICLE	4,658	6,000	6,000	6,000	
10-50-20	TOWN HALL LEASE PURCHASE	295,291	-	-	-	paid off 2021
10-50-23	TOWN HALL EXPENSE - UTILITIES	6,221	6,000	7,000	7,000	electric, natural gas, trash
10-50-25	TOWN HALL EXPENSE - REPAIR & MAINT	9,467	15,000	5,000	25,000	misc repairs/landscaping/ceilings/paint
10-50-27	TOWN HALL EXPENSE - SUPPLIES	1,058	1,500	1,200	1,000	cleaning, bathroom, misc supplies
10-50-30	OFFICE SUPPLIES	2,811	4,000	4,000	4,000	
10-50-32	EQUIPMENT RENTAL	4,719	5,000	5,000	7,100	copier lease/pw copier
10-50-35	POSTAGE EXPENSE	942	750	1,400	750	bus. license bills, notices etc.
10-50-40	BANK/CREDIT CARD FEES	433	480	4,000	4,000	bank/xpress form fee
10-50-50	ELECTION EXPENSE	25	2,000	-	3,000	
10-50-55	BOARD OF TRUSTEE SALARY	1,200	1,800	1,300	1,800	board payroll 60% admin, 40% utility
10-50-57	TOWN ATTORNEY LEGAL SERVICES	13,780	20,000	20,000	30,000	udc update
10-50-58	BUILDING OFFICIAL CONTRACT	-	-	12,300	20,000	inspections
10-50-60	COMPUTER/SOFTWARE/SUPPORT	8,423	7,000	60,000	40,000	software support/repairs/it contract
10-50-65	TELEPHONE/INTERNET	13,637	14,000	11,000	11,000	park co/cell phones/phone lines
10-50-70	MISCELLANEOUS EXPENSE	13,908	6,000	10,000	6,000	
10-50-75	CODIFICATION	450	3,000	3,000	3,000	annual fees/updates
10-50-76	ESTIP AGREEMENT	8,810	4,000	18,000	40,000	
10-50-80	VEHICLE RENTAL PAYMENT TO ISF	-	-	-	5,000	admin vehicle
10-50-85	COVID EXPENSES	23,322	-	-	-	
10-50-90	CAPITAL OUTLAY	-	-	-	-	
	TOTAL	\$ 590,331	\$ 284,144	\$ 352,274	\$ 540,196	

Account #	Account Description	2021 Audited Final	2022 Budgeted	2022 Amended	2023 Budgeted	Comments
GENERAL FUND - EXPENSES						
	<u>COMMUNITY DEVELOPMENT</u>					
10-51-05	PROFESSIONAL FEES	14,370	40,000	20,000	40,000	planner/eng/udc update
10-51-07	PROFESSIONAL FEES-BILL BACK	-	-	-	-	bill back from attorney/planner/legal
10-51-10	EDUCATION/BENEVOLENCE(Board Members)	4,228	7,500	8,500	7,500	lighting contest/board tables/sr banners/misc
10-51-20	VISITOR CENTER	3,504	3,000	4,500	4,000	
10-51-30	MARKETING	9,034	15,000	15,000	15,000	general marketing plan
10-51-34	TOWN BEAUTIFICATION	7,152	10,000	15,000	12,000	flowers/banners
10-51-35	TOWN CLEAN UP DAY	7,368	9,000	7,433	12,000	inc. electronic waste/town cleanup program
10-51-40	DUES AND MEMBERSHIPS	595	500	625	1,000	comm. dev dues, chamber dues, etc.
10-51-50	WORKFORCE HOUSING	-	-	-	75,000	
10-51-75	DONATIONS	500	2,000	4,000	5,000	natl night out/misc donations
10-51-76	EMERGENCY SUPPLIES	-	-	-	3,000	
10-51-80	FAIRPLAY FORWARD PROJECTS	-	10,000	-	10,000	
10-51-85	PROPERTY IMPROVEMENT INCENTIVE PLAN	14,813	20,000	7,465	20,000	
10-51-86	850 HATHAWAY-BUS BARN	13,638	12,000	20,000	15,000	utilities/plow
10-51-95	501 MAIN STREET	16,502	16,000	21,000	20,000	utilities
10-51-96	501 MAIN STREET-REMODEL	23,104	200,000	516	400,000	remodel/generator
	TOTAL	\$ 114,809	\$ 345,000	\$ 124,039	\$ 639,500	
	<u>COMMUNITY DEVELOPMENT/EVENTS</u>					
10-51-50	TGIFAIRPLAY CONCERTS	9,053	22,500	15,121	29,500	three concerts/stage/sound on front st
10-51-62	BURRO DAYS	39,940	43,000	58,322	55,000	stage/recycle trash
10-51-66	MARDI GRAS	-	10,000	9,244	10,000	
10-51-70	MISC EVENTS	6,601	5,500	2,500	5,500	
10-51-71	FIREWORKS/4TH OF JULY	15,067	18,000	17,882	25,000	fireworks, one concert, stage
10-51-74	REAL COLORADO CHRISTMAS	148	2,000	2,900	3,400	includes new xmas banners
	TOTAL	\$ 70,809	\$ 101,000	\$ 105,969	\$ 128,400	
	<u>TRANSPORTATION</u>					
10-52-05	SALARIES	-	-	-	30,000	
10-52-11	SS/MEDICARE EXPENSE	-	-	-	2,295	
10-52-12	UNEMPLOYMENT EXPENSE	-	-	-	60	
10-52-14	WORKER'S COMPENSATION	-	-	-	1,000	
10-52-15	DRIVER TRAINING/PHYSICALS	-	-	-	900	
10-52-30	OFFICE SUPPLIES	-	-	-	500	
10-52-35	INSURANCE	-	-	-	1,000	
10-52-40	OPERATING SUPPLIES	-	-	-	500	
10-52-45	MISCELLANEOUS	-	-	-	1,000	
10-52-50	PHONE	-	-	-	600	
10-52-55	UTILITIES	-	-	-	1,200	
10-52-60	VEHICLE MAINTENANCE	-	-	-	5,000	
10-52-70	FUEL	-	-	-	6,000	
	TOTAL	\$ -	\$ -	\$ -	\$ 50,055	

Account #	Account Description	2021 Audited Final	2022 Budgeted	2022 Amended	2023 Budgeted	Comments
	JUDICIAL					
10-53-02	401A EMPLOYER MATCH	104	139	153	144	3% gross salary
10-53-05	MUNICIPAL JUDGE SALARY	8,478	8,685	8,885	9,119	
10-53-10	COURT CLERK	3,965	4,308	4,751	4,806	SE 10%
10-53-11	SS/MEDICARE EXPENSE	950	994	1,043	1,065	7.65% of gross salaries
10-53-12	UNEMPLOYMENT EXPENSE	37	26	27	28	.002% for 2022
10-53-13	EMPLOYEE HEALTH INSURANCE	1,005	1,052	1,052	1,097	health, life, vision, dental, disability
10-53-14	WORKER'S COMPENSATION	37	37	37	37	
10-53-20	COURT ATTORNEY	-	500	-	500	
10-53-30	EDUCATION	-	500	-	500	
10-53-40	OPERATING EXPENSE	87	400	400	400	copies, documents, postage
10-53-50	DUES AND MEMBERSHIPS	136	136	136	136	CAMCA
	TOTAL	\$ 14,800	\$ 16,777	\$ 16,484	\$ 17,832	
GENERAL FUND - EXPENSES						
	POLICE DEPARTMENT					
10-54-01	POLICE SALARIES	204,894	282,713	267,748	293,961	5 full time
10-54-03	EXTRA DUTY PAY-PARK COUNTY	-	-	5,488	-	
10-54-04	PART TIME OFFICERS	4,625	14,950	15,000	15,000	1 part time
10-54-05	PENSION CONTRIBUTION	22,548	34,491	32,665	37,921	fire&police pension association/disability
10-54-08	POLICE SALARIES-OVERTIME	-	-	16,000	-	
10-54-10	UNIFORMS AND ACCESSORIES	1,404	5,000	2,800	5,000	
10-54-11	SS/MEDICARE EXPENSE	3,627	5,243	6,674	5,410	ss & medi - pt/medi - ft
10-54-12	UNEMPLOYMENT EXPENSE	770	595	608	618	.002% 2022
10-54-13	EMPLOYEE HEALTH INSURANCE	51,405	97,212	83,860	118,564	health,vision, dental, life, disability
10-54-14	WORKER'S COMPENSATION	9,772	13,623	13,623	11,708	
10-54-15	FUEL	10,513	12,000	20,000	15,000	
10-54-20	VEHICLE MAINTENANCE	12,276	15,000	15,000	10,000	
10-54-24	PROFESSIONAL TRAINING EXPENSE	2,520	3,500	3,500	3,500	officer training
10-54-26	IN-SERVICE TRAINING EXPENSE	152	1,000	1,000	1,000	officer training
10-54-28	VEHICLE RENTAL PYMT TO ISF	28,626	24,551	24,451	37,611	
10-54-30	RADAR & RADIO MAINTENANCE	845	1,000	1,000	1,000	
10-54-32	AMMUNITION	470	500	-	500	
10-54-45	OPERATING/OFFICE SUPPLIES	1,455	1,000	2,000	1,000	postage, office supplies
10-54-50	EQUIPMENT	1,868	22,300	35,000	10,500	bolos/AEDs
10-54-53	GRANT-EQUIPMENT & SUPPLIES	2,485	-	-	-	
10-54-55	TELEPHONE/INTERNET	4,105	5,000	7,200	7,000	
10-54-60	MEMBERSHIPS - DUES	188	500	250	500	
10-54-65	COMPUTER/SOFTWARE/SUPPORT	4,514	7,000	16,000	13,000	crime star, lexipol, tac 10, maint, body cams
10-54-75	INVESTIGATIVE SERVICES & SUPPLIES	419	3,500	3,500	3,500	
10-54-80	OFFICER RECRUITING	449	1,000	325	1,000	

Account #	Account Description	2021 Audited Final	2022 Budgeted	2022 Amended	2023 Budgeted	Comments
10-54-87	LIABILITY INSURANCE	10,217	10,436	10,436	10,329	
10-54-97	PUBLIC RELATIONS	427	500	1,000	1,000	
	TOTAL	\$ 380,574	\$ 562,614	\$ 585,128	\$ 604,621	
GENERAL FUND - EXPENSES						
	<u>PUBLIC WORKS</u>					
10-56-01	SALARIES	132,899	151,362	160,544	154,762	DG 75%, CB 50%, SK 50%, JB 15%, FAC 50%
10-56-02	401A EMPLOYER MATCH	3,350	4,600	5,046	4,643	3% of gross salary
10-56-10	SEASONAL	7,204	10,000	8,775	15,000	summer help
10-56-11	SS/MEDICARE EXPENSE	10,660	11,984	12,953	12,936	7.65% of gross salary
10-56-12	UNEMPLOYMENT EXPENSE	309	470	339	400	.002% of gross salaries
10-56-13	EMPLOYEE HEALTH INSURANCE	27,012	39,099	28,266	41,644	health, life, vision, dental, disability
10-56-14	WORKER'S COMPENSATION	6,054	5,965	5,964	6,820	
10-56-15	FUEL	3,940	5,000	7,500	7,000	
10-56-25	REPAIRS & MAINT - EQUIPMENT	12,037	15,000	10,000	15,000	
10-56-30	TOOLS, MAT'L'S, & SUPPLIES	8,967	5,000	6,100	5,000	
10-56-35	EDUCATION - TRAINING	1,276	2,000	100	2,000	
10-56-40	ELECTRIC STREET LIGHTS	10,568	12,000	12,000	12,000	
10-56-45	TELEPHONE/INTERNET	2,330	2,700	3,500	2,300	cell phone reimburse/phone
10-56-50	MAINTENANCE BUILDING - UTILITY	8,936	8,600	9,500	9,000	trash, electric, natural gas
10-56-55	MAPPING	-	-	5,778	40,000	survey/license/training
10-56-60	VEHICLE/EQUIP RENTAL PYMT TO ISF	23,988	22,620	49,941	64,826	
10-56-70	STREETS - REPAIRS & MAINT	226,724	250,000	230,000	275,000	pot holes, paving, plowing, signage, sander
10-56-82	TOWN SHOP/OFFICE BUILDING REPAIRS	2,599	7,500	6,000	10,000	
10-56-90	EQUIPMENT	16,922	47,000	41,813	115,000	fuel station
	TOTAL	\$ 505,774	\$ 600,900	\$ 604,119	\$ 793,330	
GENERAL FUND - EXPENSES						
	<u>PARKS & RECREATION</u>					
10-58-30	TOOLS, MATERIALS, & SUPPLIES	7,140	5,500	5,000	6,000	incl. weed spraying/trash cans
10-58-41	PARKS UTILITIES	438	400	430	430	
10-58-42	VAULT RESTROOMS MAINTENANCE	2,379	2,500	7,000	7,000	port a pots/supplies
10-58-50	CEMETERY EXPENSE	457	3,500	649	5,000	improvements at cemetery, graves, sign
10-58-83	COHEN PARK	104,816	111,000	135,000	135,000	landscape/water tap/ bathrooms/ benches/ pathways/comm garden/sm playground/seal court
10-58-86	FAIRPLAY RIVERPARK	52,218	-	-	1,000,000	
10-58-95	LAND LEASE PAYMENT	145,389	-	-	-	fairplay 29 acres-paid off 2021
	TOTAL	\$ 312,837	\$ 122,900	\$ 148,079	\$ 1,153,430	
	<u>NON/DEPARTMENTAL EXPENSES</u>					
10-61-15	LIABILITY INSURANCE	15,910	16,107	18,000	20,378	CIRSA-Property, Liab
10-61-17	AUDIT FEES	4,375	4,500	4,500	4,638	

Account #	Account Description	2021 Audited Final	2022 Budgeted	2022 Amended	2023 Budgeted	Comments
10-61-23	TREASURER'S FEES - MILL LEVY	3,867	4,000	6,000	6,000	
10-61-25	PUBLISHING EXPENSE	1,188	2,000	2,000	2,000	
10-61-30	DUES & MEMBERSHIPS	998	2,000	1,642	5,900	emp council/icma fee
10-61-50	CAPITAL IMPROVEMENT	-	-	-	-	
10-61-60	ABATEMENT	-	2,000	-	2,000	
	TOTAL	\$ 26,338	\$ 30,607	\$ 32,142	\$ 40,916	
	TOTAL GENERAL FUND EXPENDITURES	\$ 2,016,271	\$ 2,063,943	\$ 1,968,234	\$ 3,968,281	Ttl.Gen.Fund Exp.
	TOTAL GENERAL FUND REVENUES	\$ 2,596,732	\$ 2,741,163	\$ 2,838,572	\$ 3,749,839	
	TOTAL GENERAL FUND EXPENDITURES	\$ 2,016,271	\$ 2,063,943	\$ 1,968,234	\$ 3,968,281	
	REVENUES OVER EXPENDITURES	\$ 580,461	\$ 677,220	\$ 870,338	\$ (218,442)	Ttl. Gen.Fund Rev - Ttl. Gen. Fund Exp.
	DIFFERENCE PLUS BEG. FUND BALANCE	\$ 2,056,903	\$ 2,750,420	\$ 2,927,241	\$ 2,708,799	
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET					
	ENDING FUND BALANCE	\$ 2,056,903	\$ 2,750,420	\$ 2,927,241	\$ 2,708,799	
	TABOR RESTRICTED FUNDS	\$ 77,902	\$ 82,235	\$ 85,157	\$ 112,495	
CTF - REVENUE						
	BEGINNING FUND BALANCE	\$ 29,051	\$ 33,933	\$ 33,933	\$ 37,453	
	INTERGOVERNMENTAL REVENUE					
20-44-10	COLORADO LOTTERY FUNDS	4,882	4,500	4,500	4,500	lottery sales
20-44-20	PARK COUNTY GRANTS	-	-	-	-	
	TOTAL	\$ 4,882	\$ 4,500	\$ 4,500	\$ 4,500	
	INTEREST					
20-46-50	INTEREST INCOME SAVINGS	-	10	20	20	
	TOTAL	-	10	20	20	
	TOTAL CTF REVENUE	\$ 4,882	\$ 4,510	\$ 4,520	\$ 4,520	
	TOTAL AVAILABLE RESOURCES	\$ 33,933	\$ 38,443	\$ 38,453	\$ 23,443	
CTF - EXPENSES						
	OPERATIONS					
20-73-03	BASEBALL FIELD IMPROVEMENTS	-	-	-	-	
20-73-10	COHEN PARK - IMPROVEMENTS	-	5,000	1,000	-	
20-73-75	BURRO PARK	-	10,000	-	10,000	engineers drainage plan
	TOTAL	\$ -	\$ 15,000	\$ 1,000	\$ 10,000	
	CAPITAL OUTLAY	-	-	-	-	
	TOTAL CTF EXPENDITURES	\$ -	\$ 15,000	\$ 1,000	\$ 10,000	
	TOTAL REVENUE	\$ 4,882	\$ 4,510	\$ 4,520	\$ 4,520	

Account #	Account Description	2021 Audited Final	2022 Budgeted	2022 Amended	2023 Budgeted	Comments
	TOTAL CTF EXPENDITURES	\$ -	\$ 15,000	\$ 1,000	\$ 10,000	
	REVENUE OVER EXPENDITURES	\$ 4,882	\$ (10,490)	\$ 3,520	\$ (5,480)	
	DIFFERENCE PLUS BEG. FUND BAL.	\$ 33,933	\$ 23,443	\$ 37,453	\$ 31,973	
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET					
	CTF ENDING FUND BALANCE	\$ 33,933	\$ 23,443	\$ 37,453	\$ 31,973	
INTERNAL SVC FUND						
	BEGINNING FUND BALANCE	\$ 385,207	\$ 320,312	\$ 363,161	\$ 275,317	
	REVENUE					
32-47-20	DEPT. RENTAL PAYMENT	76,602	103,676	97,712	130,658	
32-47-30	SALE OF VEHICLE/EQUIPMENT-PD	-	-	-	-	
	TOTAL REVENUE	\$ 76,602	\$ 103,676	\$ 97,712	\$ 130,658	
	EXPENDITURES					
32-58-10	POLICE VEHICLES	27,994	-	39,806	-	
32-58-20	PUBLIC WORKS EQUIPMENT		150,000	145,750	56,000	60 ft boom lift/utility vehicle
32-58-30	PUBLIC WORKS VEHICLES	70,654	-	-	-	
	ADMINISTRATION VEHICLE				25,000	admin vehicle
	TOTAL	\$ 98,648	\$ 150,000	\$ 185,556	\$ 81,000	
	TOTAL RENTAL REVENUE	\$ 76,602	\$ 103,676	\$ 97,712	\$ 130,658	
	TOTAL EXPENDITURES	\$ 98,648	\$ 150,000	\$ 185,556	\$ 81,000	
	REVENUES OVER EXPENDITURES	\$ (22,046)	\$ (46,324)	\$ (87,844)	\$ 49,658	
	DIFFERENCE PLUS BEG. FUND BALANCE	\$ 363,161	\$ 273,988	\$ 275,317	\$ 324,974	
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET					
	ENDING FUND BALANCE	\$ 363,161	\$ 273,988	\$ 275,317	\$ 324,974	
	UTILITY FUND BUDGET					
	WATER REVENUE					
51-42-05	POTABLE WATER	398,418	400,000	380,000	400,000	including bulk water sales
51-42-20	LIEN REVENUE	6,277	8,200	3,761	5,000	
51-42-30	LIEN INTEREST - REVENUE	53	-	-	-	
51-42-32	WATER FACILITY MAINTENANCE FEE	487	500	487	487	
51-42-34	WATER METERS, PRV, PARTS	341	1,000	1,854	1,000	
51-42-36	PENALTY NON-COMPLIANCE	240	480	480	480	
51-42-40	PLANT INVESTMENT FEES		13,500	120,000	13,500	

Account #	Account Description	2021 Audited Final	2022 Budgeted	2022 Amended	2023 Budgeted	Comments
51-42-60	OTHER WATER REVENUE		1,000	-	570,000	water loan/grant
	TOTAL	\$ 405,816	\$ 424,680	\$ 506,582	\$ 990,467	
	<u>WATER - MISCELLANEOUS REVENUE</u>					
			-	-		
	TOTAL	\$ -	\$ -	\$ -	\$ -	
	TOTAL WATER REVENUE	\$ 405,816	\$ 424,680	\$ 506,582	\$ 990,467	
	<u>WASTEWATER REVENUE</u>					
51-46-05	USER FEES	667,305	668,880	672,870	675,360	936 EQR'S @ \$60.00 each
51-46-20	LIEN REVENUE	7,125	-	6,000	-	
51-46-30	LIEN REVENUE - INTEREST	29	-	59	-	
51-46-40	PLANT INVESTMENT FEE	58,457	16,702	141,967	16,702	
51-46-60	OTHER WASTEWATER REVENUE		100	-	100	
	TOTAL WASTEWATER REVENUE	\$ 732,916	\$ 685,682	\$ 820,896	\$ 692,162	
	<u>INTEREST</u>					
51-48-10	INTEREST ON INVESTMENTS	208	200	20,000	20,000	
51-48-30	LATE FEES	7,417	9,000	7,200	8,000	
	TOTAL INTEREST	\$ 7,625	\$ 9,200	\$ 27,200	\$ 28,000	
	TOTAL UTILITY FUND REVENUE	\$ 1,146,358	\$ 1,119,562	\$ 1,355,478	\$ 1,682,629	
UTILITY FUND EXPENDITURES						
	<u>EMPLOYEE EXPENSES</u>					
51-70-01	SALARIES	174,055	171,166	204,104	151,957	40% JS, 25% DG, 50% CB, 40% KW, 15% JB, 15% SE, 30% Fac
51-70-02	401A EMPLOYER MATCH	4,742	5,594	6,583	4,559	3% of gross salaries
51-70-10	EMPLOYEE HEALTH & WELLNESS			-	3,000	
51-70-11	SS/MEDICARE EXPENSE	13,635	13,186	15,662	11,717	7.65% of gross salaries
51-70-12	UNEMPLOYMENT EXPENSE	487	345	409	306	.002% of gross salaries
51-70-13	EMPLOYEE HEALTH INSURANCE	41,542	42,209	43,393	44,575	health, life, vision, dental, disability
51-70-14	WORKER'S COMPENSATION	5,521	2,975	3,001	3,184	
51-70-15	BOARD OF TRUSTEE SALARIES	680	1,200	630	1,200	
	TOTAL	\$ 240,661	\$ 236,674	\$ 273,782	\$ 220,498	
	<u>GENERAL OPERATIONS EXPENSE</u>					
51-72-02	BANK/CREDIT CARD FEES	6,154	6,300	5,000	5,000	
51-72-06	COMPUTER/SOFTWARE/SUPPORT-OFFICE	7,954	13,000	15,500	18,000	caselle/computers
51-72-10	MISCELLANEOUS	310	1,000	600	1,400	icma fee/misc
51-72-14	OFFICE SUPPLIES	3,684	3,500	3,000	2,500	

Account #	Account Description	2021 Audited Final	2022 Budgeted	2022 Amended	2023 Budgeted	Comments
51-72-18	POSTAGE EXPENSE	3,765	4,000	4,000	4,000	
51-72-22	PUBLISHING EXPENSE	445	600	600	600	ccr report/legal ads
51-72-26	TELEPHONE/INTERNET EXPENSE	2,887	3,000	3,000	4,000	new phones
51-72-30	TOWN HALL RENTAL PAYMENT	12,397	12,397	12,397	12,397	
51-72-34	UTILITIES-OFFICE	2,338	2,500	2,500	2,500	elec/natural gas
51-72-38	VEHICLE/EQUIP RENTAL PYMT TO ISF	23,988	24,000	23,220	23,220	
51-72-42	VEHICLE MAINTENANCE/REPAIR	2,368	2,500	2,500	2,500	
51-72-44	FUEL	3,826	4,000	9,000	9,000	
51-72-60	REPAIRS AND MAINT - OFFICE BUILDING	230	5,000	4,000	3,000	pest control/misc
	TOTAL	\$ 70,346	\$ 81,797	\$ 85,317	\$ 88,117	
	<u>CONTRACTUAL FEES</u>					
51-73-20	AUDITOR FEES	4,375	4,500	4,500	4,638	
51-73-40	INSURANCE - PROPERTY/LIABILITY	14,848	16,107	16,107	17,934	CIRSA
51-73-50	PROFESSIONAL FEES	-	-	25,000	-	asset/cip plan/tap fee study
51-73-60	LEGAL FEES	2,224	5,000	-	5,000	
51-73-70	TREASURERS FEES	1,378	-	1,000	1,000	
	TOTAL	\$ 22,825	\$ 25,607	\$ 46,607	\$ 28,572	
	<u>WATER - PLANT & EQUIPMENT</u>					
	CAPITAL EXPENDITURES	-	-	-	-	
51-74-10	CHEMICAL AND SUPPLIES	2,200	-	-	-	
51-74-15	COMPUTER EXPENSE-WATER SYSTEM	2,374	3,000	3,000	14,000	scada,upgrades, team viewer,sensus, backflow
51-74-17	CONTRACT - PLANT OPERATOR	54,000	54,000	54,000	54,000	
51-74-20	DITCH MAINTENANCE	-	500	-	500	research easements
51-74-25	EDUCATION	916	1,000	1,000	2,000	
51-74-30	ENGINEERING FEES/GALLERY PROJECT	29,633	25,000	111,000	570,000	gallery project
51-74-32	ENGINEERING FEES	-	-	2,000	5,000	
51-74-40	HASP MEMBERSHIP DUES	1,400	1,400	1,610	1,610	
51-74-45	LEAKS AND REPAIRS	5,546	10,000	125,000	30,000	leak detection, prv vault insulation, hydrants
51-74-50	MISCELLANEOUS	2,038	3,000	100	1,000	
51-74-55	PERMITS/DUES/LOCATES	1,542	1,650	1,500	1,500	
51-74-60	PUMPHOUSE EXPENSE	-	1,500	1,400	-	
51-74-65	REPAIRS & MAINTENANCE- EQUIPMENT	1,176	5,000	5,000	5,000	
51-74-70	UTILITIES	2,835	3,000	3,000	3,000	
51-74-75	TESTING AND SUPPLIES	995	3,500	10,000	5,000	required testing/supplies/chlorine
51-74-80	TOOLS & SUPPLIES	1,086	2,000	2,000	2,000	tools, safety equipment, uniform shirts
51-74-85	WATER METERS	7,602	30,000	10,000	10,000	
51-74-90	WATER TANKS	2,936	10,000	450	10,000	electric/insulation/paint
51-74-95	WATER TREATMENT PLANT	40,764	15,000	45,000	50,000	
	TOTAL	\$ 157,041	\$ 169,550	\$ 376,060	\$ 764,610	
	<u>WASTEWATER - PLANT & EQUIPMENT</u>					
51-76-10	CAPITAL EXPENDITURES	-	30,000	37,468	20,000	blower fans

Account #	Account Description	2021 Audited Final	2022 Budgeted	2022 Amended	2023 Budgeted	Comments
51-76-15	CHEMICALS AND SUPPLIES	254	-	-	-	
51-76-20	COLLECTION SYSTEM MAINTENANCE	5,418	12,000	9,335	10,000	1/3 of town line cleaning/clear easements
51-76-25	COMPUTER EXPENSE-WASTEWATER SYSTEM	1,121	2,000	3,000	7,000	scada maintenance/team viewer
51-76-27	CONTRACT - PLANT OPERATOR	60,000	60,000	60,000	60,000	
51-76-30	EDUCATION	120	1,000	173	2,000	
51-76-35	ENGINEERING FEES	-	5,000	-	5,000	
51-76-36	LIFT STATION	-	10,000	3,000	5,000	bypass, pump
51-76-45	MISCELLANEOUS	13,367	10,000	5,000	3,000	
51-76-50	PERMITS/DUES/LOCATES	3,419	4,300	4,300	4,300	
51-76-55	REPAIRS AND MAINTENANCE - EQUIPMENT	7,624	15,000	15,000	10,000	
51-76-60	SLUDGE DISPOSAL	100,000	100,000	100,000	100,000	
51-76-65	TESTING, SUPPLIES AND CHEMICALS	6,219	7,000	8,000	8,000	required testing
51-76-70	TOOLS AND SUPPLIES	1,493	2,000	2,000	2,000	
51-76-75	TRASH	1,161	960	1,000	1,500	
51-76-80	UTILITIES-PLANT	66,796	65,000	67,000	67,000	
	TOTAL	\$ 266,991	\$ 324,260	\$ 315,276	\$ 304,800	
	DEBT SERVICE					
51-80-02	LOAN PRINCIPAL	-	223,700	223,700	231,000	
51-80-04	LOAN INTEREST	100,326	93,841	93,841	86,616	
	TOTAL	\$ 100,326	\$ 317,541	\$ 317,541	\$ 317,616	
	TOTAL UTILITY FUND EXPENDITURES	\$ 858,190	\$ 1,155,429	\$ 1,414,583	\$ 1,724,213	
	TOTAL UTILITY FUND REVENUES	\$ 1,146,358	\$ 1,119,562	\$ 1,355,478	\$ 1,682,629	
	TOTAL UTILITY FUND EXPENDITURES	\$ 858,190	\$ 1,155,429	\$ 1,414,583	\$ 1,724,213	
	REVENUES OVER EXPENDITURES	\$ 288,168	\$ (35,867)	\$ (59,105)	\$ (41,584)	
	ESTIMATED UTILITY FUND CASH BALANCE	\$ 1,730,155	\$ 1,200,711	\$ 1,671,050	\$ 1,629,466	
	RESTRICTED FUNDS	\$ 290,530	\$ 333,190	\$ 333,190	\$ 333,190	
	AVAILABLE FUNDS	\$ 1,439,625	\$ 867,521	\$ 1,337,860	\$ 1,296,276	
	TABOR RESTRICTED FUNDS		33,587	40,664	50,479	

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 42
Series 2022

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING AN AMENDED 2022 BUDGET FOR THE TOWN OF FAIRPLAY, COLORADO.

WHEREAS, the Board of Trustees of the Town of Fairplay has requested the Town Treasurer to prepare and submit an amended 2022 budget to said governing body showing changes from the previously adopted 2022 budget; and,

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed amended budget was delivered to the Board of Trustees of the Town of Fairplay on October 15, 2021, open for inspection by the public at the Fairplay Town Hall located at 901 Main Street Fairplay, Colorado, public hearings were started on November 7, 2022 and continued through December 5, 2022, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, C.R.S. § 29 – 1 – 109 provides that following adoption of an annual budget a local government may amend said budget.

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

Section 1. That Estimated expenditures for each fund are as follows:

General Fund Expenditures	\$1,968,234
Utility Fund Expenditures	\$1,414,583
Conservation Trust Fund Expenditures	\$1,000
Internal Service Fund Fleet Expenditures	<u>\$185,556</u>
Total Expenditures - all funds	\$3,569,373

Section 2. That estimated revenues for each fund are as follows:General Fund

Sources other than general property tax	\$2,604,173	
General Property Tax	\$234,399	
Total General Fund Revenue		<u>\$2,838,572</u>

Utility Fund

Operating sources	\$1,355,478	
Total Water Fund Revenues		<u>\$1,355,478</u>

Conservation Trust Fund

Sources other than general property tax	\$4,520	
Total Conservation Trust Fund Revenues		<u>\$4,520</u>

Internal ServiceFund

Sources other than general property tax	\$97,712	
Total Internal Service Fund Revenues		<u>\$97,712</u>

Total Operating Revenues Other than Property Tax- All Funds	\$4,061,883
Total General Property Tax Levy - All Funds	\$234,399
Total Uses of Fund Balances - All Funds	\$ 0.00
Total Sources all Funds	\$4,296,282

RESOLVED, APPROVED AND ADOPTED this 5th day of December, A.D., 2022.

Town of Fairplay:

BY: _____
Mayor, Frank Just

ATTEST:

(Seal)

Town Clerk, Janell Sciacca

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 43
Series 2022

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE TOWN OF FAIRPLAY, COLORADO, FOR THE AMENDED 2022 BUDGET.

WHEREAS, the Board of Trustees of the Town of Fairplay has adopted the 2022 Amended annual budget in accordance with Local Government Budget Law, on December 5, 2022; and,

WHEREAS, C.R.S. § 29-1-109 provides that, after adoption of the annual budget, local governments may transfer appropriated monies between funds, and authorize the expenditure of unanticipated funds, and revise appropriations by enacting amended or supplemental appropriations resolution.

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

Section 1. That the following sums are hereby appropriated from the revenues, reserves and fund balances of each fund, to each fund, for the purpose stated:

General Fund		
Current Operating Expenses	\$1,968,234	
Total General Fund		\$1,968,234
Utility Enterprise Fund		
Current Operating Expenses	\$1,414,583	
Total Water Enterprise Fund		\$1,414,583
Conservation Trust Fund		
Current Operating Expenses	\$1,000	
Total Conservation Trust Fund		\$1,000
Internal Service Fund		
Current Operating Expenses	\$185,556	
Total Capital Leasing Fund		\$185,556
Total All Funds		
Current Operating Expenses	\$3,569,373	
Total All Funds		<u>\$3,569,373</u>

RESOLVED, APPROVED AND ADOPTED this 5th day of December, A.D., 2022.

Town of Fairplay:

BY: _____
Mayor, Frank Just

ATTEST:

(Seal)

Town Clerk, Janell Sciacca

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 44
Series 2022

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF FAIRPLAY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2023 AND ENDING ON THE LAST DAY OF DECEMBER 2023

WHEREAS, The Board of Trustees of the Town of Fairplay has requested the Town Treasurer to prepare and submit a proposed budget to said governing body at the proper time; and,

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was delivered to the Board of Trustees of the Town of Fairplay on October 15, 2022, open for inspection by the public at the Fairplay Town Hall located at 901 Main Street Fairplay, Colorado, public hearings were started on November 7, 2022 and continued through December 5, 2022, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

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

Section 1. That estimated expenditures for each fund are as follows:

General Fund Expenditures	\$3,968,281
Utility Fund Operating Expenditures	\$1,724,213
Conservation Trust Fund Expenditures	\$10,000
Internal Service Fund	\$81,000
Total Expenditures - all funds	<u><u>\$5,783,494</u></u>

Section 2. That estimated revenues for each fund are as follows:

General Fund

Sources other than general property tax	\$3,313,034	
General Property Tax	\$236,805	
Total General Fund Revenue		<u>\$3,749,839</u>

Utility Fund

Operating Sources	\$1,682,629	
Total Water Fund Revenues		<u>\$1,682,629</u>

Conservation Trust Fund

Sources other than general property tax	\$4,520	
Total Conservation Trust Fund Revenues		<u>\$4,520</u>

Internal Service
Fund

Lease Revenues	\$130,658	
Total Internal Service Fund Revenues		<u>\$130,658</u>

Total Operating Revenues Other than Property Tax- All Funds	\$5,330,841
Total General Property Tax Levy - All Funds	\$236,805
Total Uses of Fund Balances - All Funds	
Total Sources all Funds	\$5,567,646

Section 3. That the Budget as submitted, amended and hereinabove summarized by fund, hereby is approved and adopted by the Town of Fairplay for the year stated above.

Section 4. That the budget hereby approved and adopted shall be signed by the Mayor and Town Clerk and made a part of the public records of the Town of Fairplay, Colorado.

RESOLVED, APPROVED AND ADOPTED this 5th of December, A.D., 2022.

Town of Fairplay:

ATTEST

Mayor, Frank Just
(SEAL)

Town Clerk, Janell Sciacca

**TOWN OF FAIRPLAY
RESOLUTION NO. 45
SERIES 2022**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2022 TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF FAIRPLAY, FOR THE 2023 BUDGET YEAR.

WHEREAS, the Board of Trustees of the Town of Fairplay has adopted the 2023 annual budget in accordance with the Local Government Budget Law, on December 5, 2022; and,

WHEREAS, the amount of money necessary to balance the budget for general operating purposes is \$236,805; and,

WHEREAS, the total taxable valuation for assessment for the Town of Fairplay as certified by the County Assessor is \$19,733,832.

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

Section 1: That for the purpose of meeting all general operating expenses of the Town of Fairplay during the 2023 budget year, there is hereby levied a tax of 11.799 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2022.

Section 2: That the Town Treasurer is hereby authorized and directed to immediately certify to the County Commissioners of Park County, Colorado, the mill levies for the Town of Fairplay as herein above determined and set, but as recalculated as needed upon receipt of the final certification of valuation from the county assessor in order to comply with any applicable revenue and other budgetary limits.

RESOLVED, APPROVED AND ADOPTED this 5th of December, A.D., 2022.

Town of Fairplay:

BY: _____
Mayor, Frank Just

ATTEST:

Town Clerk, Janell Sciacca

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 46
Series 2022

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE TOWN OF FAIRPLAY, COLORADO FOR THE 2023 BUDGET YEAR.

WHEREAS, the Board of Trustees of the Town of Fairplay have adopted the annual budget in accordance with the Local Government Budget Law, on December 5, 2022; and,

WHEREAS, the Board of Trustees has made provision therein for revenues, reserves and fund balances in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and,

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues, reserves, and fund balances provided in the budget to and for the purposes described below, so as not to impair the operation of the Town.

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

Section 1. That the following sums are hereby appropriated from the revenues, reserves and fund balances of each fund, to each fund, for the purpose stated:

General Fund			
	Current Operating Expenses	\$3,968,281	
	Total General Fund		\$3,968,281
Water Enterprise Fund			
	Current Operating Expenses	\$1,724,213	
	Total Water Enterprise Fund		\$1,724,213
Conservation Trust Fund			
	Current Operating Expenses	\$10,000	
	Total Conservation Trust Fund		\$10,000
Internal Service Fund			
	Current Operating Expenses	\$81,000	
	Total Internal Service Fund		\$81,000

Total - All Funds	
Current Operating Expenses	\$5,783,494
Total - All Funds	<u>\$5,783,494</u>

RESOLVED, APPROVED AND ADOPTED this 5th day of December, A.D., 2022.

Town of Fairplay:

BY: _____
Mayor, Frank Just

ATTEST: (Seal)

Town Clerk, Janell Sciacca



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator / Clerk

RE: Monthly Report

DATE: November, 2022 Monthly Report

ACTIVITIES, ACCOMPLISHMENTS & PROJECTS

PERSONNEL

- Job descriptions for Special Projects Coordinator/GIS Technician & Parks, Buildings & Grounds / Facilities Maintenance positions were created and an employment ad for the Facilities position will go out in December.
- Preparations are underway for the year-end Board and Employee Holiday party.
- Research is being conducted in preparation for a potential RFP for Operator in Responsible Charge (ORC) for Water and Wastewater.
- A meeting was held with the current ORCs and Public Works Director to discuss budget, operations and projects and the possible RFP.

ADMINISTRATION / CLERK

- Kim and I have met multiple times throughout the month to discuss updates and changes for the 2023 Budget.
- I met with the new Park County Development Services Director Mike Smith to discuss topics of mutual concern and how the Town and County can better work together in the future.
- The Mayor and I and multiple other Town Staff attended Judge Groome's retirement ceremonies on November 8. Mayor Just presented the Judge with a plaque thanking him for his service.
- I attended the PPACG Board Meeting held in the Park County Commissioners Board Room on November 9 and provided updates on everything happening in Fairplay and on the Transit Study.
- I met with Mike Fisher of Phoenix Technology Group to review 2022 IT accomplishments and items yet to be accomplished and discuss projects and maintenance items to be included in the budget for 2023.
- The Town's server migration project was completed on November 17 with only one minor hiccup. The Town is now operating on brand new servers and the old servers will be maintained for several months in case any data was determined to be missing.
- I am serving on the Colorado City and County Managers Association Conference Committee helping to plan for the April, 2023 Conference that is held in Glenwood Springs and we met several times throughout November to discuss potential speakers, review the overall format of the conference and RFPs for future conferences.
- The Park County Transit Study team has met multiple times in November and will hold a Local Coordinating Committee meeting on December 7 at 10 AM in the Park County Commissioners Board Room to review the final results of the Transit Study and discuss next steps.

- I attended a ZOOM webinar on November 29 hosted by the Colorado Division of Housing and Division of Local Affairs regarding a Notice of Funding Availability for Transformational Grant Programs. The main program the Town will be looking to apply to is the Transformational Affordable Housing, Homeownership, and Workforce Housing Grant Program which would allow the Town to qualify for monies to help reduce costs of development by providing funds and resources to assist eligible applicants in developing, creating or preserving affordable housing opportunities in their communities.
- The Town Attorney has been requested to bring forth additional Affordable/Workforce Housing Strategies approved by DOLA for the Board to review and approve in January.
- I have been working with DOLA and County representatives to help the County qualify for IHOI 1271 Grant Funding for the future project at 5th and Clark.

DEVELOPMENT / LAND USE

- Staff again canceled its November Development Review meeting as no new applications were received and there was no significant movement on any already submitted projects.
- Scot Hunn has presented the Town Attorney and I his first draft of revisions to the PUD section of the UDC for review. He is working on additional revisions and hopes to get those to us by the first week of December.
- Staff met with the Mustang Ridge development team on November 28 and they are hoping to be ready for a hearing before the Board on February 6.

CAPITAL IMPROVEMENT PROJECT UPDATES

1. 501 MAIN
 - RFP on hold for rebidding until January, 2023.
2. COHEN PARK
 - Complete for 2022 except for the installation of the Basketball Hoop. A bid has been received from Ace Coring & Cutting for sealing in 2023.
3. RIVER PARK PHASE 2
 - Staff is working through the next steps of MMOF Grant with our CDOT Local Agency Coordinator.
 - A meeting is scheduled for Friday, December 2, between CDOT representative, myself, and DHM Design representatives to discuss environmental and ecological requirements and potential changes to design.
4. INFILTRATION GALLERY
 - Staff and Town Contractor Ken Hardesty are working through the Public Needs Assessment that was received November 3.
 - A meeting is being scheduled for the first week of December between Hardesty, Staff and the Town Auditor to review and discuss the DOLA Technical, Managerial and Financial Review Findings which suggest the Town would need to increase monthly user fees to cover the debt.

