

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, December 2, 2019 at 6:00 p.m. at the Fairplay Town Hall Meeting 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** – November 18, 2019
 - B. APPROVAL OF EXPENDITURES** – Approval of bills of various Town funds in the amount of \$286,506.69
- VI. CITIZEN COMMENTS**
- VII. PUBLIC HEARING— 2019 Amended Budget and 2020 Proposed Budget Hearing**
 - A.** Should the Board Approve Adoption of Resolution No. 33, Series of 2019, 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 2019 BUDGET FOR THE TOWN OF FAIRPLAY, COLORADO.**”?
 - B.** Should the Board Approve Adoption of Resolution No. 34, Series of 2019, 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 2019 BUDGET.**”?
 - C.** Should the Board Approve Adoption of Resolution No. 35, Series of 2019, 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 2020 AND ENDING ON THE LAST DAY OF DECEMBER 2020.**”?
 - D.** Should the Board Approve Adoption of Resolution No. 36, Series of 2019, entitled, “**A RESOLUTION FOR THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2019 TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF FAIRPLAY, COLORADO, FOR THE 2019 BUDGET YEAR.**”?
 - E.** Should the Board Approve Adoption of Resolution No. 37, Series of 2019, 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 2020 BUDGET YEAR.**”?
- VIII. UNFINISHED BUSINESS**

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Wednesday, November 27, 2019.

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
November 18, 2019**

CALL TO ORDER REGULAR MEETING OF THE BOARD OF TRUSTEES

The regular meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:00 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Paul Kemp and Cindy Bear. Trustee Stapp was absent for the meeting. Also in attendance were Town Administrator/Clerk Tina Darrah, Public Works Director Jim Brown, Town Treasurer Wittbrodt, Administrative Assistant Sarah Ernst, and Assistant to the Town Administrator/Deputy Clerk Mason Green.

AGENDA ADOPTION

Motion #1 by Trustee Dodge, seconded by Trustee Stapp, that the agenda be adopted with the amendment that the date of the approved meeting minutes is changed to November 4 under the Consent Agenda. Motion carried unanimously. (Trustee Stapp absent).

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** – November 4, 2019
- B. **APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$85,871.68

Motion #2 by Trustee Dodge, seconded by Trustee Kemp, that the consent agenda be adopted as amended. A roll call vote was taken: Dodge - yes, Just – yes, Kemp – yes, Bear – yes. Motion carried unanimously. (Trustee Stapp absent).

CITIZEN COMMENTS

No citizen comments offered.

PRESENTATION

- A. Presentation by Micheal Kelly Regarding Scholarship Experience

Micheal Kelly, student at South Park High School, presented to the Board a slideshow of his experiences attending a football camp in Australia. The Board had given Micheal scholarship money for him to be able to afford the trip.

Micheal answered questions from the Board regarding his experiences.

PUBLIC HEARING

- A. 2019 Amended and 2020 Proposed Budget Hearing

Mayor Just opened the public hearing at 6:17pm and requested staff comment.

Town Treasurer Wittbrodt introduced the topic stating that she had not received any comments or requested changes from the public or the Board of Trustees and, as such, the budget remained the same.

Mayor just encouraged the public to attend the budget hearings and to offer their opinions on the Proposed 2020 Budget. Mayor Just also stated that the Town of Fairplay is only legally required to hold one public hearing on the budget but the Town of Fairplay chooses to hold three public hearings on the budget to provide greater opportunity for the community to give comment.

Mayor Just requested public comment in favor of or in opposition to the 2019 Amended and 2020 Proposed budget.

There was no public comment.

C. Presentation and Discussion Regarding Financial Policies, Procedures and Controls

Town Treasurer Wittbrodt introduced the topic stating that while the Town has followed best practices in regards to financial responsibility it has never had official financial policies adopted. She then stated that these were some of the best practices widely used in local government.

There was a brief discussion before the Board directed staff to bring these policies back for approval at the next meeting.

D. Other New Business

No other new business.

BOARD OF TRUSTEES AND STAFF REPORTS

Assistant to the Town Administrator Green stated that the Town did receive \$16,300 in grant monies from the Friends of the Fairplay Community for use in remodeling the 501 Main Street building. He then stated that these funds would need to be used under certain conditions.

Public Works Director Brown informed the Board that Butch Green, Wastewater ORC for the Town of Fairplay, would be quitting his job at the Frisco Sanitation Plant and thus working more hours for the Town. He also stated that Public Works had added the new truck to their fleet and that the painting projects were uncompleted and would be added to the 2020 work plan for the department.

Town Administrator Darrah reminded the Board that the next public open house for the 501 Main Street Feasibility Study would be held on December 18th at 501 Main Street. She then stated that the River Park Design for Phase One is almost complete and DHM Design was waiting on Xcel Energy for the last bits of information.

Mayor Just informed those present that he had secured a \$5,000 donation towards the Town's Mardi Gras event on February 22nd from Brannon Industries.

WORK SESSION REGARDING 501 MAIN STREET

Mayor Just opened the work session at 7:14 PM and introduced the topic stating that this work session was scheduled as a continuation of the Wednesday the 13th work session with Ben Levenger of Redevelopment Services regarding the 501 Main Street Feasibility Study.

Town Administrator Darrah stated that she had a meeting with Mr. Levenger the morning of the 14th of November and felt that he had a much better understanding of the desires of the Board of Trustees than he did prior. She then mentioned that they had worked to put together a sample floorplan for the review of the Board and directed the Board and those present to the copies available. Town Administrator Darrah then reiterated that the many tests that had been performed on the building found it to be free of mold and asbestos, and that Mr. Levenger's assessments revealed that the building is structurally sound.

Town Administrator Darrah then stated that some of the first projects that were being talked about included the removal of certain non-structural walls, façade improvements, the reconfiguring of the office spaces, adding a bathroom on the ground floor, and the addressing of ADA access issues.

Lastly, Town Administrator Darrah stated that this sample floor plan was created to start a conversation about the uses of the building and is not set in stone.

Dale Fitting, owner of the Hand Hotel, stated that the word in the community was that the building did have mold and asbestos and wanted to let the Town know that would be a barrier that would need to be overcome.

Mayor Just requested that Mr. Fitting correct misinformation regarding the health of the building whenever he encountered it.

Ray Douglas, Park County Commissioner, stated that the County had outgrown the building and sees it as a great opportunity for the Town.

There was a brief discussion regarding the sample floor plan at the end of which the Board directed staff to utilize the sample floorplan at the next public open house in the Feasibility Study process.

ADJOURNMENT

Mayor Just, noting that there being no further business before the Board, declared that the meeting be adjourned at 7:40 p.m.



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt, Treasurer
RE: Paid Bills
DATE: 11/26/2019

Agenda Item: Bills

Attached is the list of invoices paid through November 26, 2019.

Total Expenditures: \$286,506,69

Please note that this amount includes a principal and interest payment from the utility fund.

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
11/26/2019	15621	Main Street Garage	Tahoe maintenance	1	11/18/2019	55.76	105420
Total 1336:						55.76	
11/26/2019	15625	USABlueBook	supplies	1	11/15/2019	141.10	517615
Total 2176:						141.10	
11/25/2019	15613	Xcel Energy	945 quarry road	1	11/11/2019	14.81	517490
11/25/2019	15613		901 main	1	11/15/2019	151.01	105023
11/25/2019	15613		chlorinator	1	11/15/2019	78.82	517470
11/25/2019	15613		fairplay sign #1	1	11/15/2019	10.88	105640
11/25/2019	15613		747 bogue	1	11/15/2019	13.15	105841
11/25/2019	15613		1800 beaver creek rd	1	11/15/2019	385.86	517495
11/25/2019	15613		117 silverheels road	1	11/15/2019	10.19	105841
11/25/2019	15613		525 hathaway	1	11/15/2019	236.38	105190
11/25/2019	15613		850 hathaway	1	11/15/2019	263.22	105186
11/25/2019	15613		501 main	1	11/15/2019	350.32	105195
Total 2296:						1,514.64	
11/26/2019	15617	Darrah, Tina	Cell Phone	1	11/26/2019	50.00	105065
Total 2462:						50.00	
11/25/2019	15603	Auto Truck Group	plow parts	1	11/15/2019	1,980.80	105670
Total 2567:						1,980.80	
11/19/2019	15599	Wave Electric Inc.	street light repair	1	11/19/2019	125.00	105640
11/25/2019	15611		street light repair	1	11/16/2019	25.00	105640
Total 2637:						150.00	
11/19/2019	15600	Wittbrodt, Kim	mileage for conference	1	11/19/2019	132.24	105015
11/25/2019	15612		hand towels	1	11/25/2019	35.98	105027
11/26/2019	15626		cell phone reimb	1	11/26/2019	50.00	105065
Total 2655:						218.22	
11/26/2019	15622	Mead, Vaughn	cell phone reimb	1	11/26/2019	25.00	105645
11/26/2019	15622		cell phone	2	11/26/2019	25.00	517226
Total 2739:						50.00	
11/26/2019	15620	Kasper, Gerrits	cell phone reimburse	1	11/26/2019	50.00	105645
Total 2747:						50.00	
11/25/2019	15605	Coilegiate Peaks Bank	loan number 170047001	1	11/25/2019	15,496.78	105020
Total 2748:						15,496.78	
11/26/2019	15624	Mobile Record Shredders	record shredding	1	11/20/2019	12.00	105030



MEMORANDUM

TO: Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Public Hearing for 2019 Amended and 2020 Proposed Budgets

DATE: 11/27/2019

This is the final public hearing on the 2019 amended and 2020 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 – 33,34,35,36 and 37.

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

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 33
Series 2019

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING AN AMENDED 2019 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 2019 budget to said governing body showing changes from the previously adopted 2019 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, 2019, open for inspection by the public at the Fairplay Town Hall located at 901 Main Street Fairplay, Colorado, public hearings were started on November 4, 2019 and continued through December 2, 2019, 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	\$2,030,629
Utility Fund Expenditures	\$1,215,942
Conservation Trust Fund Expenditures	\$2,500
Internal Service Fund Fleet Expenditures	<u>\$50,825</u>
Total Expenditures - all funds	\$3,299,896

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 34
Series 2019

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 2019 BUDGET.

WHEREAS, the Board of Trustees of the Town of Fairplay has adopted the 2019 Amended annual budget in accordance with Local Government Budget Law, on December 2, 2019; 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	\$2,030,629	
Total General Fund		\$2,030,629
Utility Enterprise Fund		
Current Operating Expenses	\$1,215,942	
Total Water Enterprise Fund		\$1,215,942
Conservation Trust Fund		
Current Operating Expenses	\$2,500	
Total Conservation Trust Fund		\$2,500
Internal Service Fund		
Current Operating Expenses	\$50,825	
Total Capital Leasing Fund		\$50,825
Total All Funds		
Current Operating Expenses	\$3,299,896	
Total All Funds		<u>\$3,299,896</u>

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 35
Series 2019

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 2020 AND ENDING ON THE LAST DAY OF DECEMBER 2020

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, 2019, open for inspection by the public at the Fairplay Town Hall located at 901 Main Street Fairplay, Colorado, public hearings were started on November 4, 2019 and continued through December 2, 2019, 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	\$2,116,831
Utility Fund Operating Expenditures	\$1,215,466
Conservation Trust Fund Expenditures	\$27,500
Internal Service Fund	\$0
Total Expenditures - all funds	<u>\$3,359,797</u>

**TOWN OF FAIRPLAY
RESOLUTION NO. 36
SERIES 2019**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2019 TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF FAIRPLAY, FOR THE 2020 BUDGET YEAR.

WHEREAS, the Board of Trustees of the Town of Fairplay has adopted the 2020 annual budget in accordance with the Local Government Budget Law, on December 2, 2019; and,

WHEREAS, the amount of money necessary to balance the budget for general operating purposes is \$201,066; and,

WHEREAS, the total taxable valuation for assessment for the Town of Fairplay as certified by the County Assessor is \$17,040,913.

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 2020 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 2019.

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 2nd of December, A.D., 2019.

Town of Fairplay:

BY: _____
Mayor, Frank Just

ATTEST:

Clerk, Tina Darrah

Total - All Funds		
Current Operating Expenses	\$3,359,797	
Total - All Funds		<u>\$3,359,797</u>

RESOLVED, APPROVED AND ADOPTED this 2nd day of December, A.D., 2019.

Town of Fairplay:

BY: _____
Mayor, Frank Just

ATTEST:

(Seal)

Town Clerk, Tina Darrah

Account #	Account Description	2018 Audited Final	2019 Budgeted	2019 Actual to date through 11/25/2019	2019 Amended	2020 Budgeted	Comments
	LAW ENFORCEMENT						
10-45-05	TRAFFIC FINES	2,420	30,000	10,635	12,000	15,000	
10-45-10	SURCHARGE: POLICE TRAINING (\$15.00)	330	3,000	1,905	1,995	2,700	
10-45-15	COURT COSTS \$31.00	279	1,800	465	558	775	
10-45-20	DEFAULT/OWJW FEES \$30.00	15	150	120	120	150	
10-45-30	OTHER FINES	365	1,000	40	50	500	
10-45-80	VIN INSPECTIONS	138	200	138	153	200	
10-45-90	MISCELLANEOUS	187	1,000	3,410	3,500	1,000	
10-45-95	GRANT REIMBURSEMENT	4,572	-	-	-	2,500	vest grant
	TOTAL	\$ 8,305	\$ 37,150	\$ 16,912	\$ 18,378	\$ 22,825	
	INTEREST						
10-46-05	INTEREST ON COLOTRUST	10,131	8,000	12,094	14,400	14,000	
10-46-30	INTEREST ON CHECKING	960	625	657	760	700	
	TOTAL	\$ 11,091	\$ 8,625	\$ 12,751	\$ 15,160	\$ 14,700	
	EVENTS						
10-47-39	4TH OF JULY	8,819	8,500	8,865	8,865	8,500	
10-47-50	TGIFAIRPLAY CONCERTS	20,111	17,000	16,021	16,021	17,000	
10-47-52	REAL COLORADO CHRISTMAS	1,981	1,000	1,000	1,800	1,500	
10-47-54	VICTORIAN BALL	7,113	5,000	2,325	5,000	5,000	
10-47-55	WEARABLE ART	2,213	3,000	921	921	-	
10-47-56	BURRO DAYS	37,973	55,000	46,428	46,428	50,000	
	MARDI GRAS						
10-47-70	PLEIN AIR EVENT	43,292	40,000	46,268	46,268	40,000	
10-47-59	BURRO DAYS RETAIL SALES	17,888	9,711	9,711	10,000	10,000	
10-47-90	MISCELLANEOUS REVENUE-EVENTS	479	3,655	3,655	4,000	3,000	
	TOTAL	\$ 139,869	\$ 133,155	\$ 135,195	\$ 139,303	\$ 142,500	
	MISCELLANEOUS						
10-47-00	MISCELLANEOUS INCOME	7,301	5,000	22,440	24,000	5,000	
10-47-10	CEMETERY	900	300	-	-	300	
10-47-38	TOWN CLEAN UP DONATIONS	365	-	100	100	100	
10-47-49	STREET LIGHTS	10,651	10,800	8,771	10,800	10,800	collected on utility bills
10-47-60	525 HATHAWAY - RENT & UTILITY	6,096	13,200	7,185	9,000	13,200	rent & utility reimbursement
10-47-82	PUBLIC SPACE USE PERMIT	50	50	95	95	100	
10-47-86	GRANT - 501 MAIN STREET	-	-	100,000	100,000	-	
10-47-87	GRANT - INTERN	22,167	23,000	23,115	23,115	-	
10-47-88	GRANT - RIVER PARK	20,520	-	10,545	30,000	200,000	river park
10-47-89	GRANT-COMM ASSESSMENT	-	13,000	11,541	11,541	-	comm assessment
10-47-91	TOWN HALL RENT REVENUE	12,397	12,397	12,397	12,397	12,397	utility portion
	TRANSFER FROM FUND BALANCE						
	TOTAL	\$ 80,447	\$ 77,747	\$ 196,189	\$ 365,672	\$ 437,542	
	TOTAL GENERAL FUND REVENUE	\$ 1,613,483	\$ 1,642,608	\$ 1,755,102	\$ 2,030,629	\$ 2,116,831	
	TOTAL AVAILABLE RESOURCES	\$ 2,293,882	\$ 2,224,089	\$ 2,695,817	\$ 2,971,344	\$ 2,909,466	

Account # GENERAL FUND - EXPENSES	Account Description	2018 Audited Final	2019 Budgeted	2019 Actual to date through 11/25/2019	2019 Amended	2020 Budgeted	Comments
	COMMUNITY DEVELOPMENT						
10-51-05	PROFESSIONAL FEES	15,133	15,000	12,358	15,000	15,000	planner
10-51-10	EDUCATION/BENEVOLENCE(Board Members)	11,079	5,000	3,487	7,000	5,000	CML, seminars, lighting contest
10-51-20	VISITOR CENTER	3,310	3,000	2,278	3,000	3,000	
10-51-25	GRANT	945	26,000	25,208	25,208	-	outdoor rec/comm assessment
10-51-30	MARKETING	25,893	15,000	18,853	20,000	15,000	general marketing plan
10-51-34	TOWN BEAUTIFICATION	14,735	10,000	15,488	16,000	10,000	flowers
10-51-35	TOWN CLEAN UP DAY	7,629	9,000	7,200	7,200	7,500	
10-51-40	DUES AND MEMBERSHIPS	359	500	405	405	400	comm. dev dues, chamber dues, etc.
10-51-75	DONATIONS	1,400	2,500	1,700	2,500	2,000	
	FAIRPLAY FORWARD PROJECTS	-	-	-	-	10,000	
10-51-85	PROPERTY IMPROVEMENT INCENTIVE PLAN	16,690	20,000	10,424	20,000	20,000	
10-51-86	850 HATHAWAY-BUS BARN	-	-	3,705	8,000	12,000	
10-51-90	525 HATHAWAY	7,618	12,000	7,453	9,000	12,000	utilities
10-51-95	501 MAIN STREET			223,138	235,000	30,000	utilities/plow/feasibility
	TOTAL	\$ 104,791	\$ 118,000	\$ 331,696	\$ 368,313	\$ 141,900	
	COMMUNITY DEVELOPMENT/EVENTS						
10-51-50	TGIF-AIRPLAY CONCERTS	24,655	31,600	25,930	25,930	22,500	3 concerts-1 20x20 tents with sides
10-51-62	BURRO DAYS	55,561	37,200	42,485	43,000	40,000	
10-51-64	WEARABLE ARTS	2,026	3,000	2,677	2,677	-	
	MARDI GRAS					7,000	
10-51-70	MISC EVENTS	2,326	10,000	12,913	13,500	3,000	
10-51-71	FIREWORKS/4TH OF JULY	7,521	7,000	9,966	10,000	10,000	fireworks
10-51-72	PLEIN AIR EVENT	46,332	40,000	55,775	56,000	40,000	
10-51-74	REAL COLORADO CHRISTMAS	8,833	7,000	190	4,000	1,500	
10-51-83	VICTORIAN BALL	4,891	5,000	1,424	6,000	5,000	
	TOTAL	\$ 152,146	\$ 140,800	\$ 151,359	\$ 161,107	\$ 129,000	

Account #	Account Description	2018 Audited Final	2019 Budgeted	2019 Actual to date through 11/25/2019	2019 Amended	2020 Budgeted	Comments
GENERAL FUND -EXPENSES							
10-56-01	SALARIES	103,604	96,692	91,629	105,091		Jrn 34%, Vaughn 33%, Sean 50%, Kat 25%, Gerritts 70%, New Hire 50%(5 months)
10-56-02	401A EMPLOYER MATCH	3,247	3,151	2,870	3,353		3,493 3% of gross salary + admin fee
10-56-10	SEASONAL WAGES	-	10,000	-	-		- summer help
10-56-11	SS/MEDICARE EXPENSE	7,840	8,162	6,944	8,039		8,398 7.66% of gross salary
10-56-12	UNEMPLOYMENT EXPENSE	311	320	275	315		329 .003% of gross salaries
10-56-13	EMPLOYEE HEALTH INSURANCE	38,593	37,359	34,603	37,958		47,456 health, life, vision, dental
10-56-14	WORKER'S COMPENSATION	4,984	4,917	4,917	4,917		5,741
10-56-15	FUEL	4,606	4,000	3,527	5,000		6,000
10-56-25	REPAIRS & MAINT - EQUIPMENT	6,186	14,000	13,245	16,000		13,000 ATV/lift rental
10-56-30	TOOLS, MAT'L.S. & SUPPLIES	12,787	5,000	5,456	8,000		5,000
10-56-35	EDUCATION - TRAINING	992	1,000	775	1,000		2,000 cert new bldg inspector
10-56-40	ELECTRIC STREET LIGHTS	6,753	6,000	14,788	15,500		6,000
10-56-45	TELEPHONE/INTERNET	1,895	2,400	1,475	1,775		2,100 cell phone reimburse
10-56-50	MAINTENANCE BUILDING - UTILITY	5,191	6,500	8,165	9,700		8,600 trash, electric, natural gas
10-56-60	VEHICLE/EQUIP RENTAL PYMT TO ISF	16,703	16,703	13,919	17,578		17,420
10-56-70	STREET / CULVERT REPAIRS & MAINT	160,260	230,000	198,371	210,000		250,000 pot holes, street paving, concrete repairs
10-56-82	TOWN SHOP BUILDING REPAIRS	2,572	1,500	3,620	12,000		7,000 2 garage doors, opener, lighting
	TOTAL	\$ 376,333	\$ 447,703	\$ 404,579	\$ 456,228	\$ 492,318	
GENERAL FUND -EXPENSES							
10-58-30	PARKS & RECREATION	15,978	4,000	3,371	4,000		4,000
10-58-41	TOOLS, MATERIALS, & SUPPLIES	317	550	335	475		400
10-58-42	PARKS UTILITIES	956	500	1,280	1,500		2,500 port a pots/supplies
10-58-50	VAULT RESTROOMS MAINTENANCE	220	1,200	300	300		300 improvements at cemetery, graves, etc.
10-58-86	GEMETERY EXPENSE	52,749	100,000	101,847	119,591		400,000 match money for grants/monument sign
10-58-86	FAIRPLAY RIVERPARK	25,990	25,990	25,990	25,990		25,990 fairplay 29 acres
10-58-86	LAND LEASE PAYMENT	96,210	132,240	133,124	151,856		\$ 433,190
	TOTAL	\$ 96,210	\$ 132,240	\$ 133,124	\$ 151,856	\$ 433,190	
NONDEPARTMENTAL EXPENSES							
10-61-15	LIABILITY INSURANCE	14,976	17,208	16,367	16,367		16,121 CIRSA-Property, Liab & Boiler
10-61-17	AUDIT FEES	4,860	4,980	4,980	4,980		5,100
10-61-23	TREASURER'S FEES - MILL LEVY	3,800	4,500	3,823	4,500		4,000
10-61-25	PUBLISHING EXPENSE	654	1,000	622	700		1,000
10-61-30	DUES & MEMBERSHIPS (Board)	1,603	2,000	1,584	1,584		2,000 board memberships CML, Hist. Pres. Etc.
10-61-50	CAPITAL IMPROVEMENT	-	-	-	-		-
10-61-60	ABATEMENT	-	2,000	-	-		2,000
	TOTAL	\$ 25,893	\$ 31,688	\$ 27,376	\$ 28,131	\$ 30,221	
	TOTAL GENERAL FUND EXPENDITURES	\$ 1,353,167	\$ 1,633,915	\$ 1,782,809	\$ 2,030,629	\$ 2,116,831	Ttl. Gen.Fund Exp.
	TOTAL GENERAL FUND REVENUES	\$ 1,613,483	\$ 1,642,608	\$ 1,755,102	\$ 2,030,629	\$ 2,116,831	
	TOTAL GENERAL FUND EXPENDITURES	\$ 1,353,167	\$ 1,633,915	\$ 1,782,809	\$ 2,030,629	\$ 2,116,831	
	REVENUES OVER EXPENDITURES	\$ 260,316	\$ 8,693	\$ (27,707)	\$ 0	\$ (0)	Ttl. Gen.Fund Rev - Ttl. Gen. Fund Exp.
	DIFFERENCE PLUS BEG. FUND BALANCE	\$ 940,715	\$ 590,174	\$ 913,008	\$ 940,715	\$ 792,655	
	REDUCTION OF BEG FUND BALANCE TO						
	BALANCE THE BUDGET	\$ 940,715	\$ 590,174	\$ 913,008	\$ 940,715	\$ 792,655	
	ENDING FUND BALANCE	\$ 48,404	\$ 49,278	\$ 52,653	\$ 60,919	\$ 63,505	
	TABOR RESTRICTED FUNDS						

Account #	Account Description	2019 Audited Final	2019 Budgeted	2019 Actual to date through 11/25/2019	2019 Amended	2020 Budgeted	Comments
INTERNAL SVC FUND							
	BEGINNING FUND BALANCE	\$ 277,995	\$ 284,872	\$ 320,696	\$ 286,946	\$ 329,646	
	REVENUE						
32-47-20	DEPT. RENTAL PAYMENT	42,700	42,700	38,255	48,458	53,709	
32-47-30	SALE OF VEHICLE/EQUIPMENT-PD	-	-	-	-	-	
	TOTAL REVENUE	\$ 42,700	\$ 42,700	\$ 38,255	\$ 48,458	\$ 53,709	
	EXPENDITURES						
32-58-10	POLICE VEHICLES	-	-	20,000	20,000	-	
32-58-20	PUBLIC WORKS EQUIPMENT	-	-	-	-	-	
32-58-30	PUBLIC WORKS VEHICLES	-	-	30,825	30,825	-	pickups
	TOTAL	\$ -	\$ -	\$ 50,825	\$ 50,825	\$ -	
	TOTAL RENTAL REVENUE	\$ 42,700	\$ 42,700	\$ 38,255	\$ 48,458	\$ 53,709	
	TOTAL EXPENDITURES	\$ -	\$ -	\$ 50,825	\$ 50,825	\$ -	
	REVENUES OVER EXPENDITURES	\$ 42,700	\$ 42,700	\$ (12,570)	\$ (2,367)	\$ 53,709	
	DIFFERENCE PLUS BEG. FUND BALANCE	\$ 320,695	\$ 327,572	\$ 308,126	\$ 284,579	\$ 383,355	
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET						
	ENDING FUND BALANCE	\$ 320,695	\$ 327,572	\$ 308,126	\$ 284,579	\$ 383,355	

Account #	Account Description	2018 Audited Final	2019 Budgeted	2019 Actual to date through 11/25/2019	2019 Amended	2020 Budgeted	Comments
UTILITY FUND EXPENDITURES							
	EMPLOYEE EXPENSES	**6 MONTHS**					
51-70-01	SALARIES	142,154	272,196	242,265	298,335	283,174	40% Tina, 67% Jim, 66% Vaughn, 50% Sean, 75% Kat, 30% Gerrits, 66% Kim, 100% Butch,
51-70-02	401A EMPLOYER MATCH	3,484	8,466	9,430	9,430	9,430	20% Macon, New Hire 50% (5 Months)
51-70-11	SS/MEDICARE EXPENSE	9,911	20,933	18,482	22,899	22,538	3% of gross salaries + admin fee
51-70-12	UNEMPLOYMENT EXPENSE	391	821	729	898	884	65% of gross salaries
51-70-13	EMPLOYEE HEALTH INSURANCE	34,206	75,970	72,301	80,580	114,352	.0030% of gross salaries
51-70-14	WORKER'S COMPENSATION	-	4,609	4,609	4,609	5,564	health, life, vision, dental
51-70-15	BOARD OF TRUSTEE SALARIES	370	1,440	865	1,000	1,440	
	TOTAL	\$ 190,516	\$ 384,435	\$ 346,027	\$ 417,751	\$ 447,270	
	OFFICE EXPENSE						
51-72-02	BANK/CREDIT CARD FEES	2,864	4,500	4,919	6,200	6,500	
51-72-06	COMPUTER/SOFTWARE/SUPPORT-OFFICE	2,637	7,500	6,764	7,500	22,000	caselle/sensus/fiber line
51-72-10	MISCELLANEOUS	659	1,000	2,278	2,278	1,000	
51-72-14	OFFICE SUPPLIES	2,412	2,500	2,837	3,500	2,500	
51-72-18	POSTAGE EXPENSE	1,863	4,500	3,560	4,200	3,000	
51-72-22	PUBLISHING EXPENSE	2,138	2,500	457	457	500	ccr report/legal ads
51-72-26	TELEPHONE EXPENSE	2,196	3,600	3,772	4,500	4,500	
51-72-30	TOWN HALL RENTAL PAYMENT	-	12,387	12,387	12,387	12,387	40% of pymt.
51-72-34	UTILITIES-OFFICE	-	2,400	1,766	2,500	2,000	electrical/gas
51-72-38	VEHICLE/EQUIP RENTAL PYMT TO ISF	5,568	11,136	9,280	12,011	17,420	
51-72-42	VEHICLE MAINTENANCE/REPAIR	-	5,000	2,766	8,000	5,000	
	TOTAL	\$ 20,337	\$ 57,033	\$ 50,867	\$ 63,543	\$ 76,817	
	CONTRACTUAL FEES						
51-73-20	AUDITOR FEES	1,940	7,720	7,870	7,870	3,400	
51-73-40	INSURANCE - PROPERTY/LIABILITY	2,740	17,116	11,473	11,473	10,748	CIRSA
51-73-60	LEGAL FEES	14,036	5,000	4,920	4,920	5,000	
	TOTAL	\$ 18,716	\$ 29,836	\$ 24,263	\$ 24,263	\$ 19,146	
	WATER - PLANT & EQUIPMENT						
51-74-10	CHEMICAL AND SUPPLIES	558	1,700	1,449	1,700	2,000	lth chlorine
51-74-15	COMPUTER EXPENSE-WATER SYSTEM	-	4,000	1,479	2,500	3,000	scada maintenance
51-74-20	DITCH MAINTENANCE	-	1,000	-	-	500	research easements
51-74-25	EDUCATION	-	3,000	1,308	2,000	3,000	
51-74-30	ENGINEERING FEES	-	7,000	22,418	25,000	50,000	water study
51-74-35	FUEL	1,323	2,000	1,763	2,000	2,000	
51-74-40	HASP MEMBERSHIP DUES	1,400	1,400	1,400	1,400	1,400	
51-74-45	LEAKS AND REPAIRS	11,387	10,000	16,238	18,000	10,000	leak detection
51-74-50	MISCELLANEOUS	-	2,000	34	2,000	2,000	
51-74-55	PERMITS/DUES/LOCATES	340	1,000	1,228	1,500	1,000	
51-74-60	PUMPHOUSE EXPENSE	-	500	-	500	500	
51-74-65	REPAIRS & MAINTENANCE-EQUIPMENT	(1,154)	7,000	7,388	10,000	7,000	
51-74-70	UTILITIES	8,116	20,000	1,796	3,000	3,000	
51-74-75	TESTING AND SUPPLIES	708	2,000	1,797	2,500	2,500	required testing
51-74-80	TOOLS & SUPPLIES	1,696	3,000	1,082	1,500	2,000	tools & safety equipment, uniform shirts
51-74-85	WATER METERS	553	1,000	4,610	5,000	2,000	
51-74-90	WATER TANKS	82	1,000	159	170	1,000	
51-74-95	WATER TREATMENT PLANT	9,197	15,000	10,290	15,000	15,000	
	TOTAL	\$ 34,208	\$ 82,600	\$ 74,379	\$ 93,770	\$ 107,900	



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Tina Darrah, Town Administrator

RE: South Park Health Service District Lease Renewal and Request for Ownership of 525 Hathaway Street

DATE: November 22, 2019

We placed two items on the agenda under this heading:

First, the lease that we have with South Park Health Service District (SPHSD) expires in December and they have requested that it be renewed.

Staff recommends approval of Resolution No. 38. This will require a Motion, a second and a roll call vote.

Second, the SPHSD Board has requested that the Town Board consider deeding 525 Hathaway Street to them. They will be at the meeting to talk to the Board about this and you have information in your packet provided by them.

If the Board decides to consider deeding the property to the SPHSD, the appropriate action would be to give staff direction to work with the Town Attorney to draft the appropriate documents. Official documents would have to be approved by the Town Board in a later meeting.

“Where History Meets the High Country”

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 38
Series of 2019**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND THE SOUTH PARK HEALTH SERVICE DISTRICT FOR USAGE OF THE PROPERTY KNOWN AS 525 HATHAWAY STREET.

WHEREAS, the Town Board of Trustees recognizes the value that the South Park Health Service District brings to the community; and,

WHEREAS, the Town of Fairplay has allowed South Park Health Service District to lease the property known as 525 Hathaway Street since 2018; and,

WHEREAS, the current lease between the Town of Fairplay and South Park Health Service District expires on December 21, 2019; and,

WHEREAS, the Board of Trustees desires to enter into a lease between the Town of Fairplay and the South Park Health Service District for usage of the property known as 525 Hathaway for a 1-year term expiring December 21, 2020.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the Lease Agreement Between the Town of Fairplay, Colorado, and the South Park Health Service District for usage of the property known as 525 Hathaway Street is hereby authorized and approved and the Mayor and/or Town Administrator are authorized to execute the same on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 2nd day of December, 2019.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk



South Park Health Service District

525 Hathaway Street • PO Box 1253 • Fairplay, CO 80440
www.sphsdistrict.org • info@sphsdistrict.org

TO: Town of Fairplay
Board of Trustees
901 Main Street
Fairplay, CO 80440

FROM: South Park Health Service District
PO Box 1253
Fairplay, CO 80440

DATE: December 2 , 2019

PROPOSAL FOR: Ownership of Clinic Building 525 Hathaway Street, Fairplay, CO

This proposal is presented to the Town of Fairplay Board of Trustees for the purpose of South Park Health Service District (SPHSD) permanently acquiring ownership of the Fairplay Clinic, in perpetuity, beginning January 1, 2020.

Thank you to the Town of Fairplay Board of Trustees for their participation in the innovative thinking and leadership in the concept of the South Park Health Service District. The Board of Trustees stewardship in retaining and maintaining the facility at 525 Hathaway has provided a facility for immediate health care occupancy. As a result of this partnership, the Town of Fairplay and the SPHSD is now providing medical care for the residents of the southern part of Park County.

SPHSD Board of Directors has worked to establish an entity that will provide long term health care for the district. The Board has retained legal advice from Norton and Smith, and accounting services from Clifton, Larson and Allen to maintain responsible reporting to governing agencies and to the community.

Our partner, HealthONE, is the largest healthcare system in the Denver Metro area and is committed to rural communities. The HealthOne system of care strives to be model community citizens and supports a host of organizations that align with their mission and values- the care and improvement of human life. Since our partnership, HealthONE has invested a considerable amount of funds in marketing, clinic equipment, computers, office set up and an open house. HealthONE has also hired and contracted with Dr. Hattaway who recently bought a home in our area and whose wife secured employment at our local school. In addition, the clinic support staff hired are all local residents.

The SPHSD board is financially sound. (See Attachment A) We have also partnered ourselves with a stable, growing health care team who is committed to our community for the foreseeable future. Being financially sound and provider strong, allows us to be efficient and productive in responding quickly to the health care needs of the South Park community.

As a board, we deeply appreciate the ongoing support from the commissioners, trustees and stakeholders in our community who has supported and sustained the clinic over the past years. We feel it is time to release you from that burden and assume all responsibilities.

Respectfully,

South Park Health Service District
Board of Directors
Katherine Fitting, Ashley Hill, Linda Whitner, Connie Smith, F Charles Schultz

SOUTH PARK HEALTH SERVICE DISTRICT

FINANCIAL STATEMENTS

SEPTEMBER 30, 2019

**SOUTH PARK HEALTH SERVICE DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2019**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Sales tax revenue	\$ 395,000	\$ 489,848	\$ 94,848
Motor vehicle tax revenue	3,000	2,068	(932)
Interest income	4,800	7,258	2,458
TOTAL REVENUES	<u>402,800</u>	<u>499,174</u>	<u>96,374</u>
EXPENDITURES			
General and administrative			
Bookkeeper	1,100	690	410
Audit	4,950	4,950	-
Advertising and promotion	748	163	585
Continuing education	985	-	985
Director's fees	12,000	5,200	6,800
District administration	5,000	-	5,000
Dues and subscriptions	596	699	(103)
Election	5,000	-	5,000
Meals and entertainment	300	1,176	(876)
Office supplies	400	300	100
Postage	528	-	528
Travel	1,000	-	1,000
Website	193	48	145
Insurance and bonds	200	-	200
Legal services	21,000	12,987	8,013
Clinic expenditures			
Operations (HealthONE)	200,000	100,000	100,000
Building maintenance	-	444	(444)
Capital outlay	12,000	-	12,000
Landscape maintenance	10,400	4,015	6,385
Security	1,000	574	426
Snow removal	5,000	-	5,000
Utilities - electric	3,500	1,032	2,468
Utilities - gas	6,000	1,888	4,112
Utilities - phone & internet	1,100	112	988
Utilities - water & sanitation	8,000	1,260	6,740
TOTAL EXPENDITURES	<u>301,000</u>	<u>135,538</u>	<u>165,462</u>
NET CHANGE IN FUND BALANCES	101,800	363,636	261,836
FUND BALANCES - BEGINNING	<u>400,000</u>	<u>409,038</u>	<u>9,038</u>
FUND BALANCES - ENDING	<u>\$ 501,800</u>	<u>\$ 772,674</u>	<u>\$ 270,874</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**SOUTH PARK HEALTH SERVICE DISTRICT
2019 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

Emergency Reserves

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

This information is an integral part of the accompanying budget.

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this ___ day of _____, 20___, by and between the **TOWN OF FAIRPLAY, COLORADO**, a Colorado municipal corporation whose address is 901 Main Street, PO Box 267, Fairplay, CO 80440 (herein called Lessor) and **SOUTH PARK HEALTH SERVICE DISTRICT**, a Colorado special district whose address is 525 Hathaway, PO Box 1253, Fairplay, CO 80440 (herein called Lessee).

Lessee hereby agrees to lease from Lessor the premises situated in the Town of Fairplay, County of Park and State of Colorado, described as the property and improvements located at 525 Hathaway Street, Fairplay, Colorado 80440, less the portion of said premises currently leased to Rocky Mountain Rural Health, Inc. upon the following **TERMS and CONDITIONS**.

- 1. Leased Premises.** Subject to the terms and conditions set forth herein Lessor leases to Lessee, and Lessee agrees to lease from Lessor, the premises located at 525 Hathaway Street, Fairplay, Colorado 80440, but not including the portion of such premises leased to Rocky Mountain Rural Health, Inc. by Lease Agreement dated December 1, 2014.
- 2. Term and Rent.** Lessor leases the above premises for a term of one (1) year commencing on December 21, 2019 and terminating on December 21, 2020, at the annual rental of One Dollars (\$1.00) payable at the commencement of this Lease.
- 3. Use.** Lessee shall use and occupy the premise solely for the purpose of operating and maintain Lessee's business offices and operating a community health care facility. Lessor represents that the premises may lawfully be used for such purposes.
- 4. Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the interior of the leased premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for exterior repairs and maintenance required, including but not limited to the roof, porch, exterior walls, landscaping features, building grounds and parking area.
- 5. Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises, other than non-structural alterations reasonably necessary to the uses of the premises identified in paragraph 3 above.
- 6. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
- 7. Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

17. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, successors in interest to the parties.

18. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any financial obligations of Lessor or Lessee not to be performed during the current fiscal year contained in this Lease are subject to annual appropriation of sufficient funds by the party's governing body.

19. Entire Agreement. The forgoing constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties.

LESSOR:

TOWN OF FAIRPLAY

By: _____

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

LESSEE:

SOUTH PARK HEALTH SERVICE DISTRICT

By: _____

Katherine M. Fitting, Chairman

ATTEST:

Linda K. Whitner, Secretary



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Mason Green, Assistant to the Town Administrator

RE: Resolution No. 39—Website Design Contract

DATE: November 27, 2019

As some of you may know Jean Krak, the Town's longtime website manager, is retiring at the end of December. As such staff has searched for a replacement and has entered into discussions with Tandem Design Lab, LLC. for website management services. This contract will effectively hire Tandem Design Lab, LLC. to be the Town of Fairplay's website manager.

Staff recommends approval. This will require a motion, a second and a roll call vote.

"Where History Meets the High Country"

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 39

Series of 2019

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONTRACT WITH TANDEM DESIGN LAB, LLC. FOR WEBSITE MANAGEMENT SERVICES.

WHEREAS, the longtime website manager for the Town of Fairplay, Jean Krak, is retiring at the end of December; and,

WHEREAS, the Town Board of Trustees desires to contract with another website manager prior to Ms. Krak's contract ending; and,

WHEREAS, the contract with Tandem Design Lab, LLC. has been found satisfactory by both staff and Town Attorney Paul Wisor; and,

WHEREAS, the Town Board of Trustees desires to enter into a website design agreement with Tandem Design Services.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the website design agreement between the Town of Fairplay and Tandem Design Lab, LLC. is hereby authorized and approved and the Mayor and/or Town Administrator are authorized to execute the same on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 2nd day of December 2019.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

Website Design Contract

Contracting the services of Tandem Design Lab, LLC

Business Entity: _____

Contact Name: _____

Phone: _____

Address: _____

City: _____ State: _____ ZIP: _____ Country _____

E-mail address: _____

URL: _____

Job Description: (View estimate at the end of this contract for full list of details.)

1. Authorization. The above-named client is engaging Tandem Design Lab, LLC as an independent Tandem Design Lab, LLC. The client hereby authorizes Tandem Design Lab, LLC to access hosting, social media accounts or any other relevant accounts.

2. Standard Website Package Elements may include:

- a. Email/phone consultation on design
- b. Words of text to be supplied by the client unless purchasing content writing
- c. Premade or Custom Website layout.
- d. Photos and other misc. graphic images supplied by client.
- e. Installation of web pages on the client's chosen web hosting service.

3. Content. (Website Packages only) The content of the web pages will be supplied by the client and

no event will Kristy Lee Gogolen Francis or Tandem Design Lab, LLC be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Tandem Design Lab, LLC has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

12. Copyrights and Trademarks. The client represents to Tandem Design Lab, LLC and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished for inclusion in web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend and its subcontractors from any claim or suit arising from the use of such elements furnished by the client. Subject to the terms and conditions of this Agreement, the Client shall provide to Tandem Design Lab, LLC Client trademarks and logos ("Marks") and pictures owned by the Client and hereby grants to Tandem Design Lab, LLC a non-exclusive, non-transferable, revocable and limited license to reproduce Client Marks and pictures solely in connection with the client's website. Except as expressly permitted hereunder, Tandem Design Lab, LLC hereby covenants and agrees that it will make no use of the Client's Marks or pictures provided to Tandem Design Lab, LLC pursuant to this Agreement. Tandem Design Lab, LLC shall have no right to sublicense its rights under this license. The Client's Marks and pictures, are and shall remain the sole and exclusive property of Client. Tandem Design Lab, LLC shall not hold itself out as having any ownership rights with respect to Client's Marks or, except as may be specifically granted hereunder, any other rights herein. Any and all goodwill associated with any such rights shall inure directly and exclusively to the benefit of the Client.

13. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Tandem Design Lab, LLC and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

14. Copyright to Web pages. Upon payment in full, the client will have ownership of any custom graphics created, or any custom website material such as the custom theme or database. Any photos that are licensed for use will remain the property of their respective owners. Any web software, such as plugins or web applications, that will be or has been created by and any other party will remain the property of their respective owners and cannot be reproduced, sold or reused in any way.

Lab, LLC certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Tandem Design Lab, LLC will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement. As used in this Section 19., "Department" means the Colorado Department of Labor and Employment.

A. Specifically, Tandem Design Lab, LLC shall not:

(i) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(ii) Enter into a contract with a subcontractor that fails to certify to Tandem Design Lab, LLC that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. Tandem Design Lab, LLC has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

C. Tandem Design Lab, LLC shall use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If Tandem Design Lab, LLC obtains actual knowledge that any of its subcontractors performing work under this Agreement knowingly employs or contracts with an illegal alien, Tandem Design Lab, LLC shall:

(i) notify the subcontractor and Client, within three (3) days of discovery of such fact, that Tandem Design Lab, LLC has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the contract with the subcontractor if, within three (3) days of receiving the notice required by subpart D.(i) above, subcontractor does not stop employing or contracting with the illegal alien; except that Tandem Design Lab, LLC need not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Tandem Design Lab, LLC shall comply with any reasonable request by the Department

24. Limitation of Damages: The parties agree that Tandem Design Lab, LLC's remedies for any claims asserted against the Client shall be limited to proven direct damages in an amount not to exceed payment amounts for Services due under the Agreement and that Client shall not be liable for indirect, incidental, special, consequential or punitive damages, including but not limited to lost profits.

25. Indemnity: To the fullest extent permitted by law, Tandem Design Lab, LLC shall indemnify, defend and hold harmless Client, its members, affiliates, officers, directors, partners, employees, and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of the performance of the Services, provided that any such claim, damage, loss or expense is caused by any negligent act or omission of Tandem Design Lab, LLC, anyone directly or indirectly employed by Tandem Design Lab, LLC or anyone for whose acts Tandem Design Lab, LLC may be liable, except to the extent any portion is caused in part by a party indemnified hereunder.

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

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

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Financial Policies, Procedures and Controls-Resolution #40

DATE: 11/26/2019

I am presenting the final document of a Financial Policies, Procedures and Controls for the Town of Fairplay accounting practices. Per your direction on November 18, 2019, there were no changes made to the document.

I recommend approval of Resolution #40

This requires a voice vote.

Please contact me with any questions.

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 40
Series of 2019**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ADOPTING FINANCIAL POLICIES, PROCEDURES AND CONTROLS.

WHEREAS, the Town of Fairplay does not currently have in place certain financial policies, procedures and controls; and,

WHEREAS, the Town of Fairplay staff has always followed best practices in regards to financial policies, procedures and controls, and it is in the best financial interests of the Town of Fairplay to adopt official financial policies, procedures and controls; and,

WHEREAS, the Town of Fairplay Board of Trustees understands the value in establishing official financial policies, procedures and controls.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, adopt the financial policies, procedures and controls, attached hereto as exhibit a, which is hereby authorized and approved and the Mayor and/or Town Administrator which are authorized to execute the same on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 2nd day of December 2019.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk



Financial Policies, Procedures & Controls

Purpose. The Town of Fairplay is a municipality in the State of Colorado committed to protecting and using its assets to provide municipal services in an efficient and effective manner. Proper financial practices are important in doing this, since proper practices help to prevent and detect errors and fraud. Good financial practices also assure the residents of the Town of Fairplay that tax payer money is being used for the benefit of the Town.

1. General Practices

- A. *Review of Risks.* These policies were drafted after consideration of the risks associated with the various aspects of our financial operations to enact policies and procedures designed to minimize those risks. The Board of Trustees will review these policies each year to consider whether the risks have changed. Such changes may include receipt of grant monies for the first time or receipt of grants with restrictions, a change in the statutory laws regulating the Town, hiring of employees or a major change in administration. If so, the Board of Trustees will need to identify any new risks and adopt appropriate procedures to minimize those risks. The Board of Trustees shall consult with a professional if necessary to ensure that it is properly addressing the risks.
- B. *Execute.* There are several fiscal “roles” in the Town organization-custody, authorization, execution, and monitoring. For example, the person or people that have the authority to sign checks are acting in the custodial role. The Board of Trustees approves payment of all bills. The Board of Trustees also acts in the authorizing role when approving the annual budget and in making decisions to purchase a major item. The person who prepares the checks for signature by an authorized check signer is acting in the execution role, executing an action that has been authorized by the Board of Trustees through the annual budget or by the individual responsible for approving payment of the bill. The person who reconciles the bank statement acts in the monitoring role. The Board of Trustees also act in a monitoring role when it reviews the monthly financial reports to be sure that its plan (the budget) is being executed properly.

As much as possible, the Board of Trustees seeks to separate the responsibilities for fiscal roles so that at least two, and preferably more, individuals fulfill these roles. It

3. Disbursement of Funds/Use of Town Property

A. Payments By Check

- i. *Risks:* The Town faces the risk that the funds will be spent on unauthorized items, that someone will steal the funds by taking blank checks or by writing checks to payees who are not vendors, that someone will use Town property for personal purposes or that payments made will be improperly recorded.
- ii. *Policy:* Make all disbursements from the Town funds by check with the exception of petty cash or the Town credit card. This allows the Town to track how funds are spent, who is spending and who is authorizing expenditures.

iii. Procedures

1. **Opening Bank Accounts.** Bank accounts may be opened only upon authorization by the Board of Trustees.
 - a. All bank accounts must be opened with the Town's employer identification number (EIN).
 - b. The Board of Trustees shall approve the authorized signers on the Town's bank accounts.
 - c. Because of the Treasurer and Administrative Assistant's role in reconciling the bank statement, the Treasurer and Administrative Assistant cannot be a signatory.
- a. **Custody of Checks:** The Treasurer is the only person authorized to have access to unused check stock. The checks shall be stored in a secured, locked location and information about how to access them shall be kept confidential.
- b. **Check Authorization.** All invoices will be forwarded weekly to the Department Heads for review and authorization to pay.
 - a. The Town Treasurer will review all invoices for mathematical accuracy, agreement with a written invoice, conformity to budget or Board of Trustee authorization and compliance with grant fund requirements.
 - b. The Town Treasurer will ensure that all conditions and specifications on a contract or order have been satisfactorily fulfilled, including inventorying items received against packing slip counts.
 - c. The Department Head will code the invoice with the appropriate expense or chart of accounts line time number and other information needed for accounting purposes.
 - d. By approving an invoice, the Town Treasurer indicates the invoice has been reviewed and authorizes the check.
 - e. The Town Treasurer is responsible for timely follow-up on discrepancies and payment.

- ii. *Policy.* The Petty Cash Fund should only be used when payment by check or credit card are impracticable.
- iii. *Procedures.*
 - a. **Administration of Petty Cash Fund.** The Town Treasurer is responsible for the administration of the Petty Cash Fund. The Fund shall be funded with checks made out to “Petty Cash-name of Town Administrator” and initially recorded in the Petty Cash Fund account. The Town Treasurer will require receipts for all purchases and may ask those reimbursed to sign for money the Town Treasurer provides as reimbursement.
 - b. The Town Treasurer will record all cash purchases in a journal and save the receipts. When the fund gets low, the Town Treasurer will summarize all expenditures and attach receipts for the Town Administrator to approve. The check written to replenish the Petty Cash Fund will be recorded and allocated across appropriate expenditure categories for the items that were purchased with Petty Cash, so that these expenditures made through the Petty Cash fund are properly classified by type.

C. Expense Reimbursement

- i. *Risk.* The Town does not have the same level of control over expenses incurred on behalf of the Town by those who pay with personal funds and seek reimbursement as it does for expenses paid directly by the Town. The Town is in a diminished capacity to determine whether the good or service purchased was done so competitively, whether there is a personal benefit to the person seeking reimbursement and how the expenditure fits in with the rest of the Town’s budget.
- ii. *Policy.* In proper circumstances, Board members, employees and volunteers are entitled to be reimbursed for expenses related to the Town that they incurred on behalf of the Town. To receive reimbursement, the following requirements must be met:
 - a. The expense must have been authorized in advance by the Trustees, Town Administrator, or the Town Treasurer.
 - b. The expense must have been incurred for goods or services purchased for the Town.
 - c. If the expense is travel, the travel must be for work related to the organization. Mileage reimbursement will be no more than the standard mileage rate as established by the IRS. The Town will reimburse meal expenses incurred in direct connection with the Town’s business, or at the per diem rate established by the IRS.
- iii. *Procedures*
 - a. To be reimbursed for expenses:
 - a. Documentation. Reasonable documentation must be provided showing the date, amount and what the expense was for. Credit card receipts that do not describe the

determines that credit cards are needed, the Board will authorize specific individuals to utilize a Town credit card. The cardholder may not use a Town credit card for personal purposes, even if he or she plans to reimburse the Town.

iii. *Procedures.*

- a. In order to use the card, the cardholder must follow these procedures:
- b. **Cardholder Agreement.** Upon issuing a Town card to a cardholder, the cardholder must sign a statement that the cardholder has read and understands this Credit Card policy and will reimburse the Town for any personal charges on the card.
- c. **Original Receipts.** The cardholder must keep the original itemized receipt that describes each purchase made on the card. The credit card signature receipt is not sufficient.
- d. **Notification of use of the credit card:** The cardholder will submit a monthly detailed breakdown of the credit card use with original receipts noting the date, vendor and amount of each charge. This will allow the Treasurer to be aware of the cash that will be required to pay the credit card bill and alert the Treasurer to potential unnecessary use of the credit card.
- e. **Notification of Loss/Theft.** The cardholder must notify the bank and the Town immediately in the event the card is lost or stolen.

7. Bank Reconciliation and Online Monitoring

- A. *Risks.* Even the most honest and attentive individual makes mistakes. Monitoring allows the discovery of errors. If Town records and the bank records do not agree, it is likely that the Town records are wrong. Monitoring also assists in identifying discrepancies between accounting records and banking records that suggest theft or fraud, checks signed by unauthorized signers, and identify theft.
- B. *Policy.* The Town Treasurer will dually monitor the Town's accounts regularly and will prepare a monthly written reconciliation of all bank or investment accounts which proves that the balances presented on the financial reports agree with the records of the financial institution.
- C. *Procedures*
 - i. **Bank Statement.** Hard copies of bank statements will be mailed to the Town. The Town will authorize the Town Treasurer to be able to view bank statements online.
 - ii. **Reconciliation.** The Town Treasurer will reconcile the bank statement monthly. The reconciliation should be done within 7 days of receiving statement notifications.



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Tina Darrah, Town Administrator

RE: Resolution No. 41— Certification of Utility Liens

DATE: November 22, 2019

This resolution authorizes the certification of delinquent utility customers to the Park County Treasurer for inclusion on property tax assessment. I have not included the list of delinquent customers with the packet as it will likely change prior to the meeting. Kim will have the list for you at the meeting.

Staff recommends approval of Resolution No. 41. This will require a Motion, a second and a voice vote.

“Where History Meets the High Country”

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 41
Series of 2019**

BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that under and by virtue of the provisions of Section 13-1-240 of the Fairplay Municipal Code that a list of all delinquent water assessments as of November 30, 2019 be certified by the Town of Fairplay to the Park County Treasurer, to be collected and paid over by the Park County Treasurer in the same manner as other municipal taxes are authorized by law to be collected.

The Park County treasurer, at the close of every month, shall pay over to the Town of Fairplay Municipal Treasurer all money collected by the Park County Treasurer upon presentation to the Park County Treasurer an order signed by the Mayor and Clerk of each Municipality.

INTRODUCED, READ, and ADOPTED this 2nd day of December, 2019.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk