

PEYTON FIRE PROTECTION DISTRICT

Administrative Offices

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 · 800-741-3254
Fax: 303-987-2032

<https://peytonfpd.colorado.gov/>

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
David Rolenc	President	2023/May 2023
Clayton Miller	Vice President	2023/May 2023
Ryan Orness	Treasurer	2023/May 2023
Amy Turner	Secretary	2023/May 2023
VACANT		2025/May 2023

DATE: September 13, 2022 (Tuesday)

TIME: 6:30 p.m.

PLACE: ***Physical Location***
Peyton Fire Protection District
13665 Railroad Street
Peyton, CO 80831

Conference Call
Telephone Number: 1 669 900 6833
Meeting ID: 546 911 9353
Passcode: 912873

I. ADMINISTRATIVE MATTERS

A. Pledge of Allegiance.

B. Present Disclosures of Potential Conflicts of Interest.

C. Approve Agenda, confirm location of the meeting and posting of meeting notices.

D. Review and approve the Minutes of the August 9, 2022 Regular Meeting (enclosure).

II. PUBLIC COMMENT

A. _____

III. FINANCIAL MATTERS

A. Review and ratify approval of the payment of claims as follows (enclosures):

Fund	Period Ending August 31, 2022	Special Payment EMS Training	Special Payment Member Recognition
General	\$ 6,426.73	\$ 900.00	\$ 165.00
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ 6,426.73	\$ 900.00	\$ 165.00

B. Review and accept unaudited financial statements for the period ending July 31, 2022 (enclosure).

C. Discuss future financing ideas.

IV. OFFICER REPORTS/ANNOUNCEMENTS

A. Chief (to be distributed).

1. Call Volumes.

2. Personnel Count.

3. Update on District Vehicles.

B. Assistant Chief.

C. Captain.

D. President.

E. Vice President.

F. Treasurer.

G. Secretary.

H. Auxiliary Report.

1. Discuss the events for the year.

V. LEGAL MATTERS

A. Discuss updates on Station #2.

VI. OPERATIONS AND MAINTENANCE

A. Discuss Strategic Plan.

B. Discuss status of grant funding opportunities.

C. Discuss Wildland Fire Program.

D. Discuss computer and security system maintenance.

E. Discuss internet monitoring.

F. Review and ratify approval of Agreement of Services between Encompass Services and the District for survey work (enclosure).

VII. OTHER BUSINESS

A. Discuss upcoming events.

B. Discuss future Agenda items.

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
TUESDAY, OCTOBER 11, 2022**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PEYTON FIRE PROTECTION DISTRICT HELD AUGUST 9, 2022

A Regular Meeting of the Board of Directors of the Peyton Fire Protection District (referred to hereafter as “Board”) was held on Tuesday, the 9th day of August, 2022, at 6:30 p.m. at the Peyton Fire Protection District Fire Station, 13665 Railroad Street, Peyton, Colorado 80831 and was also held by conference call. The meeting was open to the public to join by both methods.

ATTENDANCE

Directors In Attendance Were:

David Rolenc
Ryan Orness
Amy Turner

Following discussion, upon motion duly made by Director Rolenc, seconded by Director Turner and, upon vote, unanimously carried, the absence of Director Miller was excused.

Also In Attendance Were:

David Solin; Special District Management Services, Inc. (“SDMS”)

Jack Reutzal, Esq.; Fairfield & Woods, P.C.

Chief Jeff Turner

Assistant Chief Oakley Revels

Lieutenant Daniel Zoorob

Firefighter Vickie Revels

Deanne Fredrickson; Baseline Engineering (for a portion of the meeting)

PLEDGE OF ALLEGIANCE

Pledge of Allegiance: Director Rolenc led the Board in reciting the Pledge of Allegiance.

RECORD OF PROCEEDINGS

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Attorney Reutzel noted that conflicts were filed for applicable Directors at least 72-hours prior to the meeting. Mr. Solin also noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting. No conflicts were noted.

ADMINISTRATIVE MATTERS

Agenda: Mr. Solin reviewed the proposed Agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Rolenc, seconded by Director Turner and, upon vote, unanimously carried, the Agenda was approved, as presented.

Meeting Location/Manner and Posting of Meeting Notice: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board meeting was held via teleconference and at the physical location.

Mr. Solin reported that notice was duly posted and that no objections to the telephonic manner of the meeting or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries have been received.

Minutes: The Board reviewed Minutes from the July 12, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Orness, seconded by Director Turner and, upon vote, unanimously carried, the Minutes of the July 12, 2022 Regular Meeting were approved, as presented.

PUBLIC COMMENT

Ms. Fredrickson presented to the Board her firm's services in relation to plans for Station 2 permitting. It was noted that she will prepare a proposal and send it to Mr. Solin.

FINANCIAL MATTERS

Claims: The Board considered ratifying the approval of the payment of claims as follows:

RECORD OF PROCEEDINGS

Fund	Period Ending July 31, 2022
General	\$ 9,391.60
Debt	\$ -0-
Capital	\$
Total	\$ 9,391.60

Following discussion, upon motion duly made by Director Rolenc, seconded by Director Turner and, upon vote, unanimously carried, the Board ratified the approval of the payment of claims as presented.

Financial Statements: Mr. Solin reviewed with the Board the unaudited financial statements of the District for the period ending June 30, 2022 and statement of Cash Position as of June 30, 2022.

Following discussion, upon motion duly made by Director Rolenc, seconded by Director Turner and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending June 30, 2022 and statement of Cash Position as of June 30, 2022.

Future Financing Ideas: There were no updates at this time.

OFFICER REPORTS/ ANNOUNCEMENTS

Fire Chief:

Monthly Call Volumes: Chief Turner reported that 51 calls were received in July 2022.

Personnel Count: Chief Turner reported that there are currently twelve (12) active fire fighters, including four (4) on probationary status and one (1) on leave of absence.

District Vehicles: Chief Turner reported that all vehicles are in service.

Assistant Chief: Assistant Chief Oakley Revels reported that there was \$177 for July stipend payments under the Volunteer Firefighter Retention Program.

Captain: There was no report at this time.

President: There was no report at this time.

Vice President: There was no report at this time.

Treasurer: There was no report at this time.

RECORD OF PROCEEDINGS

Secretary: There was no report at this time.

Auxiliary Report: It was noted that Director Turner will provide a report on the events for the year at the September 13, 2022 meeting.

LEGAL MATTERS

Station No. 2: It was noted that Attorney Reutzel will order a survey. Attorney Reutzel will also expedite the process to transfer ownership of the property to the District.

OPERATIONS AND MAINTENANCE

Strategic Plan: The Board deferred discussion.

Grant Funding Opportunities: The Board deferred discussion.

Wildland Fire Program: The Board deferred discussion.

Computer and Security System Maintenance: The Board deferred discussion.

Internet Monitoring: The Board deferred discussion.

OTHER BUSINESS

Upcoming Events: It was noted that there were no immediate upcoming events.

Future Agenda Items: No additional items were added.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Rolenc, seconded by Director Turner and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By /s/ Amy Turner
Secretary for the Meeting

RECORD OF PROCEEDINGS

THESE MINUTES ARE APPROVED AS THE OFFICIAL AUGUST 9, 2022 MEETING MINUTES OF THE PEYTON FIRE PROTECTION DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

Clayton Miller

David Rolenc

Ryan Orness

Amy Turner

**Peyton Fire Protection District
August-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Airgas, Inc	9990455163	7/31/2022	8/15/2022	\$ 76.96	Medical Supplies	1708
Airgas, Inc	9989709472	6/30/2022	7/30/2022	\$ 75.08	Medical Supplies	1708
Century Link	325B July 2022	7/10/2022	8/9/2022	\$ 257.45	Utilities	1730
Century Link	300886164	7/16/2022	8/15/2022	\$ 357.81	Utilities	1730
Colorado Division of Fire	22-54604	7/25/2022	7/25/2022	\$ 20.00	Structural Fire Training	1709
Ed Glaser Propane, Inc	223950 July 2022	7/31/2022	7/31/2022	\$ 785.00	Utilities	1730
El Paso County Fleet Management Department	22020067-RI	7/31/2022	7/31/2022	\$ 432.23	Fuel	1714
Fairfield and Woods P.C.	236064	6/30/2022	6/30/2022	\$ 623.00	Legal	1675
Fairfield and Woods P.C.	237836	7/31/2022	7/31/2022	\$ 850.00	Legal	1675
Fairfield and Woods P.C.	236065	6/30/2022	6/30/2022	\$ 29.50	Legal	1675
John Deere Financial	July 2022 Stmt	6/29/2022	6/29/2022	\$ 246.44	Station Supplies	1703
Mug-A-Bug, Inc	466537	8/10/2022	8/15/2022	\$ 94.00	Bldg & Grounds - Maintenance	1722
Mug-A-Bug, Inc	464514	7/13/2022	7/23/2022	\$ 94.00	Bldg & Grounds - Maintenance	1722
Special Dist Management Svcs	Jul-22	7/31/2022	7/31/2022	\$1,219.20	Management	1680
Special Dist Management Svcs	Jul-22	7/31/2022	7/31/2022	\$ 59.20	Election	1687
Special Dist Management Svcs	Jul-22	7/31/2022	7/31/2022	\$1,184.00	Accounting	1612
Special Dist Management Svcs	Jul-22	7/31/2022	7/31/2022	\$ 22.86	Miscellaneous	1685
				\$6,426.73		

**Peyton Fire Protection District
August-22**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 6,426.73			\$ 6,426.73
Visa Expenses		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	<u>\$ 6,426.73</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,426.73</u>

Peyton Fire Protection District
August-22
Special Payment

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Jeffery Turner	CPR Reimbursement-	8/31/2022	8/31/2022	\$ 900.00	EMS Training	1706
				\$ 900.00		

Peyton Fire Protection District

August-22

Special Payment

	General	Debt	Capital	Totals
Disbursements	\$ 900.00		\$	\$ 900.00
Visa Expenses		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 900.00	\$ -	\$ -	\$ 900.00

**Peyton Fire Protection District
August-22
Special Payment**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Christopher J. Bebb	Stipend-July 2022	7/31/2022	8/1/2022	\$ 3.00	Member Recognition	1729
Daniel Zoorob	Stipend-July 2022	7/31/2022	8/1/2022	\$ 42.00	Member Recognition	1729
Jeffery Turner	Stipend-July 2022	7/31/2022	8/1/2022	\$ 36.00	Member Recognition	1729
Julie Martinez	Stipend-July 2022	7/31/2022	8/1/2022	\$ 9.00	Member Recognition	1729
Luke Landry	Stipend-July 2022	7/31/2022	8/1/2022	\$ 12.00	Member Recognition	1729
Michael DellArio	Stipend-July 2022	7/31/2022	8/1/2022	\$ 3.00	Member Recognition	1729
Michael K. Olonia	Stipend-July 2022	7/31/2022	8/1/2022	\$ 12.00	Member Recognition	1729
Samuel J. Lucas	Stipend-July 2022	7/31/2022	8/1/2022	\$ 21.00	Member Recognition	1729
Vickie L. Revels	Stipend-July 2022	7/31/2022	8/1/2022	\$ 27.00	Member Recognition	1729
				\$ 165.00		

Peyton Fire Protection District

August-22

Special Payment

	General	Debt	Capital	Totals
Disbursements	\$ 165.00			\$ 165.00
Visa Expenses		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$ 165.00	\$ -	\$ -	\$ 165.00

PEYTON FIRE PROTECTION DISTRICT
Schedule of Cash Position
July 31, 2022

	Rate	Operating	Capital Projects	Total
Checking:				
First Bank Checking		\$ 15,436.12	\$ -	\$ 15,436.12
First Bank Payroll		\$ 2,609.85	-	2,609.85
Investments:				
First Bank Savings		\$ 267,440.60	\$ 2,495.88	\$ 269,936.48
First Bank Savings - Reserve		\$ 13,750.00	-	\$ 13,750.00
First Bank Savings - TABOR		\$ 8,625.00	-	\$ 8,625.00
Total Funds		\$ 307,861.57	\$ 2,495.88	\$ 310,357.45

2019 Mill Levy Information:

Certified General Fund Mill Levy	6.140
Certified Debt Service Fund Mill Levy	0.000

Board of Directors:

- * David Rolenc
- * Clayton Miller
- * Amy Turner
- * Ryan Orness

*Board member is an authorized signer on the checking account

PEYTON FIRE PROTECTION DISTRICT
Monthly Activity Summary
July 31, 2022

Account	Total	General Fund	Capital
Sources			
Taxes	\$ 88,855.34	\$ 88,855.34	\$ -
Interest, Donations, Other	1,402.55	1,402.55	-
Total Sources	<u>\$ 90,257.89</u>	<u>\$ 90,257.89</u>	<u>\$ -</u>
Uses			
Administrative	\$ 9,473.72	\$ 9,473.72	\$ -
Operations	12,979.75	12,979.75	-
Total Uses	<u>\$ 22,453.47</u>	<u>\$ 22,453.47</u>	<u>\$ -</u>
Net Source/(Use)	<u>\$ 67,804.42</u>	<u>\$ 67,804.42</u>	<u>\$ -</u>

PEYTON FIRE PROTECTION DISTRICT

FINANCIAL STATEMENTS

July 31, 2022

PEYTON FIRE PROTECTION DISTRICT
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 July 31, 2022

<u>ASSETS AND OTHER DEBITS</u>	<u>GENERAL</u>	<u>CAPITAL PROJECTS</u>	<u>FIXED ASSETS</u>	<u>TOTAL MEMO ONLY</u>
Assets				
Cash in Bank- First Bank Check	\$ 15,436.12	\$ -	\$ -	\$ 15,436.12
First Bank- Payroll	2,609.85	-	-	2,609.85
First Bank Savings	267,440.60	2,495.88	-	269,936.48
First Bank Reserve Fund	13,750.00	-	-	13,750.00
First Bank Tabor Reserve	8,625.00	-	-	8,625.00
Property Taxes Receivable	11,885.78	-	-	11,885.78
Accounts Receivable	63.77	-	-	63.77
1997 Pumper	-	25,000.00	-	25,000.00
Total Current Assets	<u>319,811.12</u>	<u>27,495.88</u>	<u>-</u>	<u>347,307.00</u>
Capital Assets				
Buildings	-	-	189,127.00	189,127.00
Grounds and Equipment	-	-	636,860.31	636,860.31
Vehicles	-	-	501,532.03	501,532.03
Accumulated Depreciation	-	-	(1,019,243.39)	(1,019,243.39)
Total Capital Assets	<u>-</u>	<u>-</u>	<u>308,275.95</u>	<u>308,275.95</u>
Total Assets	<u>\$ 319,811.12</u>	<u>\$ 27,495.88</u>	<u>\$ 308,275.95</u>	<u>\$ 655,582.95</u>
Liabilities				
Accounts Payable	\$ -	\$ -	\$ -	\$ -
1997 Pumper Lease	-	20,474.23	-	20,474.23
Total Liabilities	<u>-</u>	<u>20,474.23</u>	<u>-</u>	<u>20,474.23</u>
Deferred Inflows of Resources				
Deferred Property Taxes	11,885.78	-	-	11,885.78
Total Deferred Inflows of Resources	<u>11,885.78</u>	<u>-</u>	<u>-</u>	<u>11,885.78</u>
Fund Balance				
Investment in Fixed Assets	-	-	308,275.95	308,275.95
Fund Balance	114,206.35	(8,779.96)	-	105,426.39
Restricted for Fireman's Morale and Welfare	480.00	-	-	480.00
Reserve for Contingencies	2,139.62	-	-	2,139.62
Tabor Reserve	7,974.00	-	-	7,974.00
Reserve for Capital	-	18,635.13	-	18,635.13
Current Year Earnings	183,125.37	(2,833.52)	-	180,291.85
Total Fund Balances	<u>307,925.34</u>	<u>7,021.65</u>	<u>308,275.95</u>	<u>623,222.94</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 319,811.12</u>	<u>\$ 27,495.88</u>	<u>\$ 308,275.95</u>	<u>\$ 655,582.95</u>

PEYTON FIRE PROTECTION DISTRICT
Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
For the 7 Month Ending,
July 31, 2022
General Fund

Account Description	Period Actual	YTD Actual	Budget	Under/(Over) Budget	% of Budget
Revenues					
Property Tax Revenue	\$ 86,025.49	\$ 303,262.12	\$ 315,126.00	\$ 11,863.88	96.2%
Specific Ownership Taxes	2,829.85	15,825.00	32,000.00	16,175.00	49.5%
Interest Income	64.01	118.27	500.00	381.73	23.7%
Grants	-	-	2,000.00	2,000.00	0.0%
Firefighter Donations - Res.	893.00	893.00	500.00	(393.00)	178.6%
Rehabilitation Donations - Res.	-	-	500.00	500.00	0.0%
T-Shirts Donations - Res.	-	-	400.00	400.00	0.0%
Other Income	445.54	2,490.54	2,000.00	(490.54)	124.5%
Auxiliary Donation - Res.	-	-	500.00	500.00	0.0%
Vol. FF Membership Transfer Fd	-	-	-	-	0.0%
Total Revenues	90,257.89	322,588.93	353,526.00	30,937.07	91.2%
Expenditures					
<u>Administrative Expenses</u>					
Accounting	2,738.00	13,394.00	21,000.00	7,606.00	63.8%
Audit	-	-	400.00	400.00	0.0%
Election	-	-	6,000.00	6,000.00	0.0%
Insurance- SDA Liability, Auto	-	6,848.35	5,750.00	(1,098.35)	119.1%
Insurance-Auto	-	6,220.00	7,750.00	1,530.00	80.3%
Insurance-Worker's Comp	-	6,890.00	7,500.00	610.00	91.9%
Legal	-	2,090.00	24,000.00	21,910.00	8.7%
County Treasurer's Fees	1,291.01	4,550.15	4,727.00	176.85	96.3%
Management	1,322.40	7,496.40	30,000.00	22,503.60	25.0%
Computer Maintenance	-	2,388.00	2,500.00	112.00	95.5%
Office Expense	-	-	1,000.00	1,000.00	0.0%
Miscellaneous	96.20	1,142.31	4,000.00	2,857.69	28.6%
Election	29.60	644.34	-	(644.34)	0.0%
Workshops	-	-	3,250.00	3,250.00	0.0%
Professional Associations	-	29.42	1,000.00	970.58	2.9%
Community Outreach	-	-	2,500.00	2,500.00	0.0%
Salary Expense	3,750.00	26,250.00	45,000.00	18,750.00	58.3%
Payroll Processing Fees	187.40	813.85	1,300.00	486.15	62.6%
Payroll Taxes - Employer	59.11	1,363.62	1,500.00	136.38	90.9%
Pension Expense	-	2,261.26	5,000.00	2,738.74	45.2%
Total Administrative Expenditures	9,473.72	82,381.70	174,177.00	91,795.30	47.3%
<u>Operating Expenses</u>					
PPE-Structural Fire Equipment	-	2,220.92	6,000.00	3,779.08	37.0%
PPE-Wildland Equipment	-	-	5,000.00	5,000.00	0.0%
Firefighting Equipment	160.00	908.74	10,000.00	9,091.26	9.1%
PPE - Medical	-	-	2,000.00	2,000.00	0.0%
Station Supplies	13.99	3,794.48	2,000.00	(1,794.48)	189.7%
Station Tools	-	-	1,000.00	1,000.00	0.0%
Fire Prevention	-	-	500.00	500.00	0.0%
Office Supplies - Operations	53.58	293.58	1,000.00	706.42	29.4%
EMS Training	-	297.16	10,000.00	9,702.84	3.0%
Uniforms	-	1,484.99	2,500.00	1,015.01	59.4%
Medical Supplies	-	4,110.93	5,000.00	889.07	82.2%
Structural Fire Training	512.69	2,577.69	3,000.00	422.31	85.9%
Firefighter Health and Welfare	598.78	995.71	3,000.00	2,004.29	33.2%
Equipment Maintenance	-	1,335.52	3,500.00	2,164.48	38.2%
Vehicle Repair and Maintenance	8,326.02	14,135.69	40,000.00	25,864.31	35.3%

PEYTON FIRE PROTECTION DISTRICT
Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
For the 7 Month Ending,
July 31, 2022
General Fund

<u>Account Description</u>	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Under/(Over) Budget</u>	<u>% of Budget</u>
Wildland Fire Training	-	-	3,000.00	3,000.00	0.0%
Fuel	1,512.04	6,116.84	13,000.00	6,883.16	47.1%
CO Spgs - Radio Fees	-	-	6,000.00	6,000.00	0.0%
Cell Phones & Tablets	-	1,292.61	6,000.00	4,707.39	21.5%
Radio Equipment	-	-	5,000.00	5,000.00	0.0%
ERS Reporting Service	-	416.00	3,000.00	2,584.00	13.9%
Bldg & Grounds - Maintenance	-	458.00	3,000.00	2,542.00	15.3%
Bldg & Grounds Equipment	-	-	1,000.00	1,000.00	0.0%
Equipment & Storage Rental	-	-	-	-	0.0%
Auxiliary	-	-	1,000.00	1,000.00	0.0%
Rehabilitation	-	99.10	1,000.00	900.90	9.9%
Member Recognition	-	-	2,500.00	2,500.00	0.0%
Utilities	1,802.65	12,647.16	19,000.00	6,352.84	66.6%
Contingency	-	-	20,000.00	20,000.00	0.0%
Total Operation Expenditures	<u>12,979.75</u>	<u>53,185.12</u>	<u>178,000.00</u>	<u>124,814.88</u>	<u>29.9%</u>
Other Expenses					
Pension Plan Contribution	-	3,200.00	3,200.00	-	100.0%
Transfer to Capital	-	-	11,569.00	11,569.00	0.0%
Station #2 Dev Exp	-	438.74	-	(438.74)	0.0%
Firefighter Donations Expense	-	258.00	-	(258.00)	0.0%
Emergency Reserve	-	-	-	-	0.0%
Total Other Expenses	<u>-</u>	<u>3,896.74</u>	<u>14,769.00</u>	<u>10,872.26</u>	<u>26.4%</u>
Total Expenditures	22,453.47	139,463.56	366,946.00	227,482.44	
Excess (Deficiency) of Revenues Over Expenditures	67,804.42	183,125.37	(13,420.00)	(196,545.37)	
Fund balance adjustments		(430.55)			
Transfers and Other Sources (Uses)					
Change in Fund Balance	67,804.42	182,694.82	(13,420.00)	(196,545.37)	
Beginning Fund Balance	240,120.92	125,230.52	-	(125,230.52)	
Ending Fund Balance	<u>\$ 307,925.34</u>	<u>\$ 307,925.34</u>	<u>\$ (13,420.00)</u>	<u>\$ (321,775.89)</u>	

PEYTON FIRE PROTECTION DISTRICT
Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
For the 7 Month Ending,
July 31, 2022
Capital Projects Fund

Account Description	Period Actual	YTD Actual	Budget	Under/(Over) Budget	% of Budget
Revenues					
Transfer from General Fund	\$ -	\$ -	\$ 11,569.00	\$ 11,569.00	0.0%
Grants	-	-	-	-	0.0%
Total Revenues	-	-	11,569.00	11,569.00	0.0%
Expenditures					
Miscellaneous	-	-	-	-	0.0%
Capital Expense	-	-	9,313.00	9,313.00	0.0%
Lease Purchase Principal Pmts	-	2,833.52	5,668.00	2,834.48	50.0%
Lease Purchase Interest	-	-	-	-	0.0%
Total Expenditures	-	2,833.52	14,981.00	12,147.48	18.9%
Excess (Deficiency) of Revenues Over Expenditures	-	(2,833.52)	(3,412.00)	(578.48)	
Transfers and Other Sources (Uses)					
Grants	-	-	-	-	
Total Transfers (Uses)	-	-	-	-	
Change in Fund Balance	-	(2,833.52)	(3,412.00)	(578.48)	
Fund balance adjustment - lease	1,416.76	1,416.76			
Beginning Fund Balance	5,604.89	8,438.41	3,412.00	3,412.00	
Ending Fund Balance	\$ 7,021.65	\$ 7,021.65	\$ -	\$ 2,833.52	



10901 W 120th Ave, Ste 400
Broomfield, CO 80021

August 30, 2022

Project:	Sweet Road Fire Dept	Location:	Peyton, CO
Client:	Jack Reutzal		
Description: Legal Descriptions			
Type of Service:	Surveying	Project No:	
Client Rep:	none	Prepared By:	Elijah Frane, PLS

SCOPE OF SERVICES

Encompass will perform the following scope of services according to the terms of this agreement:

1. Fractional part of Section Legal - **(\$400.00 Lump Sum)**.
2. Metes and Bounds legal w/ Exhibit **(\$1400.00 Lump Sum)**

ACCEPTANCE AND AUTHORIZATION

Client's Designated Representative¹ ¹- Signature indicates that individual is qualified as the Client's representative to enter into an agreement for services.

Signature

Date

Client Contact Information:

Elijah Frane, PLS

Date

Elijah Frane, PLS
Encompass Services, LLC
10901 W 120th Ave, Ste 400
Broomfield, CO 80021
e.frane@encompassservices.com
303.243.0037

Contact Information:

TERMS AND CONDITIONS

Client Services. Encompass Services through and by its officers, employees and subcontractors is an independent consultant and agrees to provide client, for its sole benefit and exclusive use, consulting services set forth in this proposal. No third-party beneficiaries are intended by this Agreement.

Payment terms. Client agrees to pay Encompass Services' invoice upon receipt. Client agrees to pay a service charge of 1.5% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from Encompass Services's invoice for retainage or liquidated damages unless expressly included in the agreement. Upon reasonable notice to Client, Encompass Services may suspend services until paid on any project where payment of invoiced amount is not received by Encompass Services within 60 days of Client's receipt of invoice. Client receipt of invoice will be presumed to be not more than five days after mailing by Encompass Services, with adequate postage required. Time is of the essence on this provision.

Standard of Care. Encompass Services will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of Encompass Services' profession practicing the same or similar locale at the time of service. No other warranty, expressed or implied, is made or intended by this proposal, by oral statements made by Encompass Services' representatives, by the performance of services, or by written reports or documents.

Limitation of Liability. In recognition of the relative risks and benefits of the project to both the Client and Encompass Services, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Encompass Services and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Encompass Services and its consultants to all parties shall not exceed Encompass Services' total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors and omissions, strict liability, or breach of contract.

Site Operations. Client will arrange right-of-entry to the property for the purposes of performing project management, studies, review of existing conditions and evaluations pursuant to the agreed services. Client represents that it possesses necessary right-of-entry authority, permits, and licenses required for its activities at the site.

Documents. Encompass Services will furnish Client the agreed upon number of written reports, plans, and supporting documents as identified in the scope. These instruments of service are furnished for Client's exclusive use and reliance, but not for advertising or other type of distribution, and are subject to the following:

- a. All documents generated by Encompass Services under this agreement shall remain the sole property of Encompass Services. Any unauthorized use or distribution of Encompass Services' work shall be at Client and recipient's sole risk and without liability to Encompass Services. Encompass Services may retain a confidential file copy of its work product and related documents.
- b. Client shall furnish documents or information reasonably within Client's control and deemed necessary by Encompass Services for proper performance of its services. Encompass Services may rely on Client-provided documents in performing the services under this Agreement; however, Encompass Services assumes no responsibility or liability for their accuracy. Client provided documents will remain the property of the Client, but Encompass Services may retain one confidential file copy as needed to support its report or designs.
- c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by Encompass Services pursuant to this agreement will

not be used for any project not expressly provided for in this Agreement without Encompass Services' prior written approval.

- d. Upon Client's request Encompass Services' work product may be provided on electronic or digital media. By such request, Client agrees that the written copy provided to the Client shall be the official base document. Encompass Services makes no warranty or representation to Client that the electronic or digital copy is accurate or complete but will correct in good faith any omissions or errors brought to Encompass Services' attention by the Client during this Agreement. Any modifications of such electronic or digital copy by Client shall be at Client's sole risk and without liability to Encompass Services. Such electronic or digital copy is subject to all other conditions of this Agreement.

Credit for Work. Client agrees to give appropriate credit to Encompass Services in any publicity releases, awards, submissions, publications, and identification in on-site signs which identify other professionals and/or contractors working on this project.

Opinions of Cost. If requested Encompass Services will use its experience on similar projects to provide opinions of cost for construction as appropriate based on reasonably available data, Encompass Services' designs, or Encompass Services' recommendations. Such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with Encompass Services. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor's skill, and many other factors beyond Encompass Services' control.

Confidentiality. Encompass Services will maintain as confidential any documents or information provided by the Client and will not release, distribute, or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction.

Governing Law. This Agreement shall be governed in all respects by the laws of the State(s) in which the project resides.

Priority over Form Agreement/Purchase Orders. The parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Client Purchase Orders, Work Orders, or other agreement forms, and that such forms may be issued by Client to Encompass Services as a matter of convenience of the Parties without altering any of the terms or provisions hereof.

Termination. This agreement may be terminated by either party without ca

use upon written notice, at which time payment shall be made to Encompass Services for all reasonable charges incurred to the date of Encompass Services' receipt of the written notice, and those charges associated with termination of the work.

Survival. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Encompass Services shall survive the completion of services and/or the termination of this agreement.

Severability. If any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

Assignment. This Agreement cannot be assigned by either party without prior permission of the other.

Integration. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.