



## TOWN BOARD REGULAR MEETING AGENDA

Location: Hybrid  
South Metro Fire Protection District Station #42  
7320 South Parker Road

Or

[Meetings | Town of Foxfield \(colorado.gov\)](https://www.colorado.gov/townoffoxfield/meetings)

**Thursday, April 17, 2025: 6:30 p.m.**

### Call to Order

1. Pledge of Allegiance
2. Roll Call of Board Members
3. Audience Participation Period (limit 4 minutes per speaker)
4. Consent Agenda
  - a. Approval of Minutes – April 3rd, 2025
  - b. Financials March 2025
5. For Possible Action
  - a. Terracare Estimates for Sign and Shoulder/Swale Repairs
  - b. Resolution 2025-03 Supplemental Appropriation
  - c. Second Addendum to Republic Service Agreement
6. Reports
  - a. Members of Town Board
  - b. Staff

## 7. Future Agenda Items

- a. Tunnel and sidewalk repairs
- b. Culvert Clean-up
- c. Land Use Code Final Draft
- d. Speed Mitigation
- e. Wards Discussion
- f. Home Rule
- g. Cherry Creek Tributaries Study and public outreach
- h. Social Committee

## 8. Adjournment

STUDY SESSION: Code Enforcement



## BOARD OF TRUSTEES MEETING MINUTES

April 3rd, 2025

### Call to Order

The meeting was called to order at 6:30 p.m. via Microsoft Teams.

1. Oath of Office
2. Pledge of Allegiance
3. Roll Call

The following Trustees were present in person: Mayor Pro Tem Thompson, Trustee Cockrell, Trustee Lawrence, and Trustee Schultz.

Trustee Pakanati was present via teams.

A quorum was present.

4. Audience Participation  
None

5. Consent Agenda

- a. Mayor Pro Tem Thompson moved to approve the Consent Agenda, with a second from Trustee Schultz. The motion passed unanimously.

6. For Discussion

- a. Solar Powered Radar Speed Signs  
Ms. Proctor gave the board a breakdown on the solar powered speed radar signs and asked the board for direction. Trustees' discussion included price, effectiveness, budget, speed data being collected currently, and the need for a permanent sign. Ms. Proctor mentioned that the expense could be taken from the speed mitigation budget. The board agreed to give this information to SEH so they can recommend the best places and solutions for speed mitigation.

7. For Possible Action

- a. Terracare Estimates for Sign and Shoulder Repairs  
Ms. Proctor gave the board a summary of the proposed work and mentioned that funds from the general fund balance can be used for this with a supplemental appropriation since this was not in the approved 2025 budget. Discussion between

Trustees included clarifying questions, erosion areas, on site meetings with SEH and Terracare, price of signage, additional signs that should be included, and town liability. The board agreed that they would like some more information before proceeding with a decision. Ms. Proctor will arrange the site visit and bring an amended quote to the next meeting.

## 8. Reports

### a. Members of Town Board

- i. Trustee Cockrell asked about the variance meeting outcome and if other trustees had received certified mail.
- ii. Trustee Lawrence mentioned two holes that need to be filled and asked for the contractors that had done this job. Ms. Proctor said that SEH was looking into this. Discussion included different areas in town being worked on and other problem patches. Trustee Lawrence asked about the process for final inspection for ROW work.
- iii. Trustee Pakanati asked about many culverts being blocked but specifically at Yampa and Hinsdale. Discussion included responsibility of culvert cleanouts, erosion effects, and standards in the land use code. Ms. Proctor said that she could bring back more information on that from SEH.
- iv. Mayor Pro Tem Thompson updated the board on a FAA noise law going on and what trustees and the community can do. She asked for the Code Enforcement reports to be sent out.

### b. Staff.

#### i. Town Administrator Proctor

1. Ms Proctor provided some information from attorney Hoffmann regarding prairie dogs. The board agreed they did not want to revisit this issue and that it should be left up to the homeowner. Ms. Proctor asked if Trustees wanted to have a Town Hall meeting to inform residents of the Towns interest in Home Rule with CML presenting information. Trustees agreed with this decision and mentioned a larger meeting room might be needed like Creekside Elementary. Ms. Proctor informed the board that code enforcement will attend the next meeting and South Metro will attend the following meeting.

#### ii. Town Clerk Torres

1. Ms. Torres updated the board on the social committee, prairie dogs, and the date for the annual clean-up day.

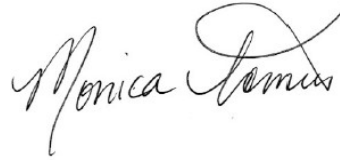
## 9. Future Agenda Items

- a. Tunnel, sidewalk repairs
- b. MHFD public outreach
- c. Culvert Clean-up
- d. Land Use Code Final Draft
- e. Speed Mitigation
- f. Ward discussion

- g. Home Rule
- h . Cherry Creek Tributaries Study
- i. Social Committee
- j. 4<sup>th</sup> of July Committee

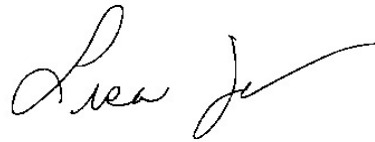
10. Adjournment

Mayor Pro Tem Thompson adjourned the meeting at 7:52 pm..



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Monica Torres, Town Clerk



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Lisa Jones, Town Mayor

Exhibit #3b

March

## Treasurer's Report

2025

First Bank Checking			
Activity	Credit	Debit	Account Balance
<b>Beginning Balance</b>	-	-	<b>\$ 48,948.47</b>
Colo Interac - gate tags	\$ 80.00	-	-
Colo Interac - building permits	\$ 3,475.60	-	-
Colo Interac- Use tax	\$ 900.00	-	-
Arapahoe County Use Tax	\$ 138.59	-	-
Business Licences	\$ 70.00	-	-
6808 S Norfolk Ct Escrow Deposit	\$ 1,000.00	-	-
Comcast - franchise fee	\$ 1,168.74	-	-
Go Daddy	-	\$ 22.17	-
Storquest	-	\$ 97.00	-
Caselle - monthly support	-	\$ 383.00	-
Pinnacol	-	\$ 213.00	-
Microsoft Online email hosting	-	\$ 52.82	-
Microsoft Phone	-	\$ 15.26	-
Office Depot	-	\$ 87.34	-
CORE- Irrigation	-	\$ 23.87	-
CORE- Gate electricity Richfield	-	\$ 30.48	-
CORE- Gate electricity Fremont	-	\$ 33.35	-
CORE- Lewiston way lights	-	\$ 32.63	-
HPWC, PC - legal services	-	\$ 2,092.40	-
Terracare Assoc - public works	-	\$ 9,209.69	-
SEH-Engineering	-	\$ 4,321.00	-
SafeBuilt - building, CE, P&Z	-	\$ 1,690.32	-
Colorado Mediation & Resolution Service-Municipal Judge	-	\$ 500.00	-
John Cutler & Associates	-	\$ 5000.00	-
ACWWA	-	\$ 79.53	-
CORE - 6806 S Parker Road lights	-	\$ 82.50	-
Civic Plus	-	\$ 1,000.00	-
Wizard Works	-	\$ 248.00	-
Adobe	-	\$ 20.74	-
Tim Schultz	-	\$ 554.10	-
Debra Farreau	-	\$ 131.98	-
Kathleen Schmitz	-	\$ 42.41	-
Ryan Tiraschi	-	\$ 161.61	-
Josie Cockrell	-	\$ 554.10	-
Pamela Thompson	-	\$ 554.10	-
Lisa Jones	-	\$ 554.10	-
Jeffrey Briar	-	\$ 369.40	-
Karen Proctor	-	\$ 5,761.42	-
Jithendar Pakanati	-	\$ 534.10	-
Doug Hodge	-	\$ 554.10	-
Randi Gallivan	-	\$ 517.16	-
Monica Torres	-	\$ 3,057.49	-
<b>Ending Balance</b>	<b>\$ 6,832.93</b>	<b>\$ 38,581.17</b>	<b>\$ 17,200.23</b>

March	Treasurer's Report			2025
ColoTrust General Fund				
Activity	Credit	Debit	Account Balance	
Beginning Balance	-	-	\$ 2,031,835.34	
Sales Tax	\$ 45,976.14	-	-	
Transfer to GF		\$ 180,000.00		
AC Property Tax	\$ 41,794.87	-	-	
Cigarette Tax	\$ 71.12	-	-	
CTF Distribution	\$ 2,220.86			
HUTF Distribution	\$ 3,288.80	-	-	
Public Service	\$ 2,058.44		-	
Interest Income	\$ 7,243.48	-	-	
Ending Balance	\$ 102,653.71	\$ 180,000.00	\$ 1,954,489.05	
ColoTrust CTF Fund				
Activity	Credit	Debit	Account Balance	
Beginning Balance	-	-	\$ 20,328.95	
Interest Income	\$ 76.12	-	-	
Ending Balance	\$ 76.12	\$ 0.00	\$ 20,405.07	
ColoTrust Open Space Fund				
Activity	Credit	Debit	Account Balance	
Beginning Balance	-	-	\$ 291,412.61	
MV Sales Tax	\$ 1,135.58			
Interest Income	\$ 1,092.97	-	-	
Ending Balance	\$ 2,228.55	\$ 0.00	293,641.16	
ColoTrust American Rescue Plan Fund				
Activity	Credit	Debit	Account Balance	
Beginning Balance	-	-	\$ 24,396.70	
Interest Income	\$ 91.35	-	-	
Ending Balance	\$ 91.35	\$ 0.00	\$ 24,488.05	

2022 Town of Foxfield Sales Tax Revenue	
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Location	Nov Tax (Jan)	Dec Tax (Feb)	Jan Tax (Mar)	Feb Tax (Apr)	Mar Tax (May)	Apr Tax (Jun)	May Tax (Jul)	Jun Tax (Aug)	Jul Tax (Sep)	Aug Tax (Oct)	Sep Tax (Nov)	Oct Tax (Dec)	TOTALS
Colorado	35,322	25,179	18,488	23,894	27,061	22,707	21,535	18,366	21,373	17,317	17,534	16,310	265,086
Remote	12,097	7,822	8,154	11,229	17,329	18,912	18,539	9,342	11,280	10,096	9,500	14,780	149,080
FVC	23,767	18,843	15,448	18,191	10,044	10,627	8,637	17,200	22,278	18,142	17,887	18,659	199,722
Totals	71,185	51,843	42,091	53,314	54,434	52,245	48,711	44,908	54,931	45,555	44,922	49,749	\$ 613,887.62

2023 Town of Foxfield Sales Tax Revenue	
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Location	Nov Tax (Jan)	Dec Tax (Feb)	Jan Tax (Mar)	Feb Tax (Apr)	Mar Tax (May)	Apr Tax (Jun)	May Tax (Jul)	Jun Tax (Aug)	Jul Tax (Sep)	Aug Tax (Oct)	Sep Tax (Nov)	Oct Tax (Dec)	TOTALS
Colorado	18,032	17,726	15,741	21,479	17,504	19,576	20,521	24,972	16,358	22,882	23,518	20,217	238,526
Remote	11,157	10,836	9,389	10,254	9,137	9,814	10,219	9,738	10,138	13,692	37,948	12,476	154,799
FVC	21,366	17,696	15,181	12,957	13,369	14,164	13,845	17,690	23,338	18,077	17,088	16,572	201,344
Totals	50,555	46,258	40,310	44,691	40,010	43,553	44,585	52,401	49,834	54,651	78,555	49,266	\$ 594,668.90

2024 Town of Foxfield Sales Tax Revenue	
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Location	Nov Tax (Jan)	Dec Tax (Feb)	Jan Tax (Mar)	Feb Tax (Apr)	Mar Tax (May)	Apr Tax (Jun)	May Tax (Jul)	Jun Tax (Aug)	Jul Tax (Sep)	Aug Tax (Oct)	Sep Tax (Nov)	Oct Tax (Dec)	TOTALS
Colorado	28,432	18,598	17,046	27,273	23,107	18,861	20,127	22,784	27,680	21,615	21,790	27,737	275,051
Remote	11,302	10,141	10,135	9,679	10,679	11,411	12,774	9,325	10,667	10,467	9,620	11,035	127,235
FVC	15,739	12,391	11,505	14,993	12,117	11,819	10,185	12,233	11,346	10,948	12,695	12,409	148,381
Totals	55,473	41,130	38,685	51,945	45,903	42,091	43,086	44,342	49,693	43,030	44,106	51,181	\$ 550,666.14

2025 Town of Foxfield Sales Tax Revenue									
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## MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: April 17, 2025

RE: Terracare Estimates for Sign and Shoulder/Swale Repairs

### DISCUSSION:

It was brought to staff's attention that there are several signs in Town that need to be replaced and/or repaired and the need for some shoulder repair work in a few locations. SEH provided the map in Exhibit A showing the locations of the signs (an additional stop sign was added at Hinsdale and Richfield) and the maps in Exhibit B showing the needed shoulder/swale repairs.

Following a site visit, Terracare has provided revised quotes for this work attached as Exhibit C. The quote for the ten (10) signs is \$2,310.00. The shoulder work is broken down per location, allowing the Board to choose to have certain locations or all locations done. Regrading of the swale on the west side of Richfield was added after our site visit. All three (3) shoulders and the swale work total \$10,313.00. The quotes include labor and materials, traffic control and mobilization.

In the 2025 approved budget there is \$1,500 for sign repair and replacement. The shoulder and swale work were not included in the 2025 budget. A Supplemental Appropriation is on the agenda for these expenses to be paid from the General Fund balance.

### ATTACHMENTS:

Exhibit A: Map of Locations for Sign Repairs  
Exhibit B: Maps of Locations for Shoulder Repairs  
Exhibit C: Terracare Quotes







# Richfield West Shoulder Repair

Write a description for your map.

Exhibit B

Legend

Modify layout of existing large rocks to protect shoulder

use rock to direct street flows toward run down

Rock rundown (6" min diameter)  
Approx 80 sf

repair deep ruts, scarify, seed and blanket (or hydroseed) to Foxfield Sign (approx 500 sf). add short wood posts for turn around protection

seed and blanket or hydroseed approx 300sf south of sign

Google Earth

6718



100 ft



# Richfield West Swale Repair

Write a description for your map.

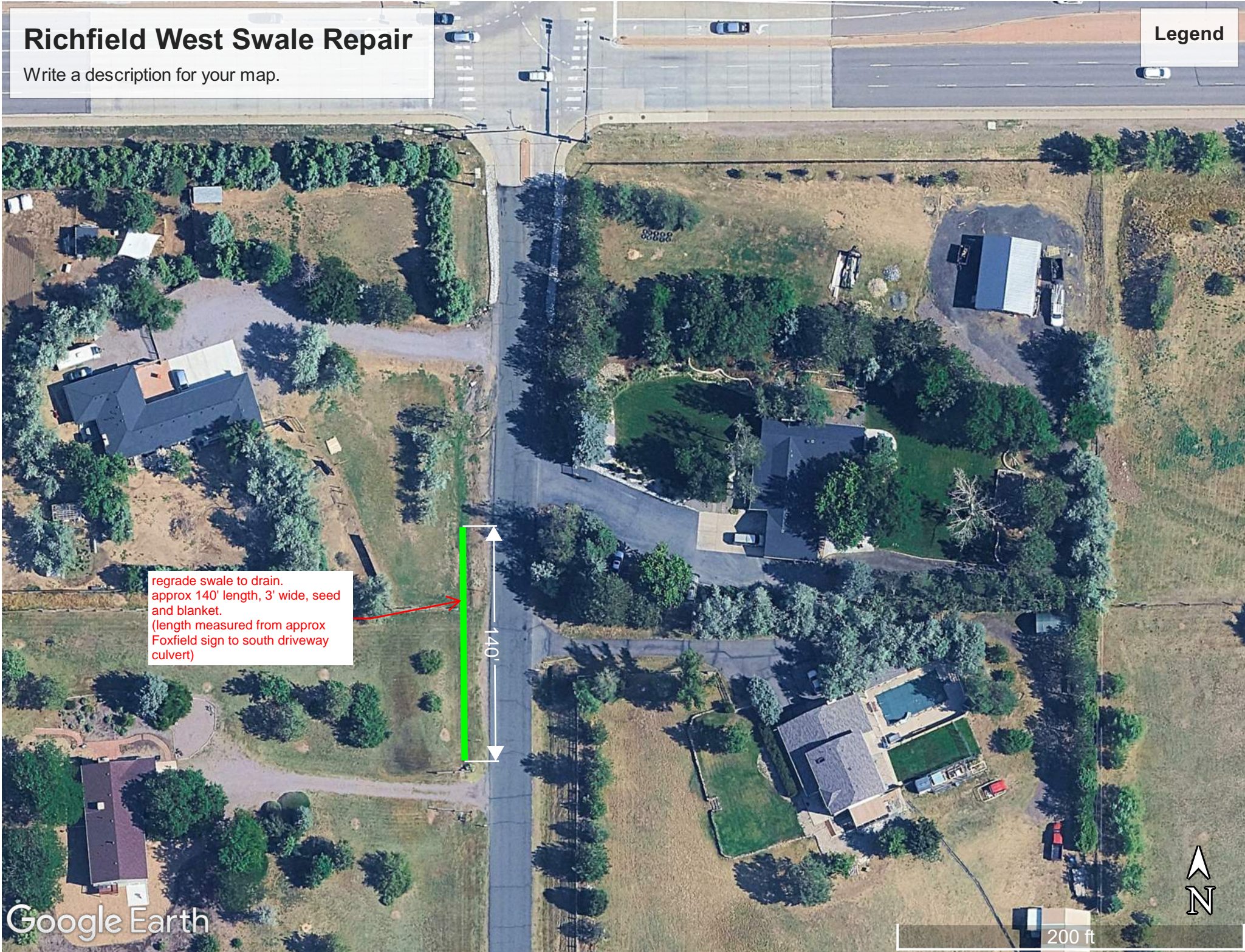
Legend

regrade swale to drain.  
approx 140' length, 3' wide, seed  
and blanket.  
(length measured from approx  
Foxfield sign to south driveway  
culvert)

140'

Google Earth

200 ft







shoulder repair, north and south of driveway.  
Aggregate and fill & seed.  
Rec. erosion control blanket until seeding establishes on slopes.  
2 locations, approx 8'x4' each = 60sf area.

shoulder repair  
between asphalt and  
inlet. Rec fill and seed  
with erosion control  
blanket so new fill does  
not wash into inlet.  
Size = 25LFx1-3ft  
wide, max 8" depth  
(approx 18-20 CF fill)

Hole in west side of cul-de-sac across from church.  
4'x3'x2' = 12CF fill.  
Compact. Seed on top







7272 S. Eagle St. Centennial CO. 80112

<b>To:</b>	Town Of Foxfield	<b>Contact:</b>	Karen Proctor
<b>Address:</b>	P.O. Box 461450 Foxfield, CO 80046	<b>Phone:</b>	303-680-1544
<b>Project Name:</b>	Richfield West Shoulder Repair	<b>Bid Number:</b>	025
<b>Project Location:</b>	Town Of Foxfield, Foxfield, CO	<b>Bid Date:</b>	4/14/2025

Item Description	Estimated Quantity	Unit	Total Price
Add And Modify With Rip Rap 6-9" To Protect Shoulder, North Of Driveway	1.00	LS	\$450.00
Install Rip Rap 6-9" To Direct Street Flows Toward Run Down South Of Driveway	1.00	LS	\$170.00
Install Rip Rap 6-9" Rundown, Approx. 80 SF South Of Driveway	1.00	LS	\$1,553.00
Repair Ruts Scarify, Recompact, Seed And Blanket To Foxfield Sign	1.00	LS	\$2,968.00
Furnish And Install 10 Wooden Post	1.00	LS	\$217.00
No Grading Or Swale Repair, Approx. 300 Sf. South Of The Sign Seed & Blanket.	1.00	LS	\$155.00
<b>Total Bid Price:</b>			<b><u>\$5,513.00</u></b>

**Notes:**

- No permits or fee's included.
- No testing of concrete, asphalt, or soils included.
- We are not responsible for acts of God, or weather protection, working in freezing conditions frost/snow mitigation

**Payment Terms:**

Pricing for this proposal is valid for 30 days. Terracare reserves the right to revise or withdraw this proposal if pricing is not accepted within 30 days of receipt.

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b></p> <p><b>Terracare Associates</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Scott Siskind (303) 419-4020 scott.siskind@myterraccare.net</p>
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7272 S. Eagle St. Centennial CO. 80112

<b>To:</b>	Town Of Foxfield	<b>Contact:</b>	Karen Proctor
<b>Address:</b>	P.O. Box 461450 Foxfield, CO 80046	<b>Phone:</b>	303-680-1544
<b>Project Name:</b>	Regrade Richfield West Swale	<b>Bid Number:</b>	026
<b>Project Location:</b>	Town Of Foxfield, Foxfield, CO	<b>Bid Date:</b>	4/14/2025

Item Description	Estimated Quantity	Unit	Total Price
Regrade Swale Approx. 140lf X 3 Ft. Seed And Blanket Approx. 140lf X 6Ft. From The Foxfield Sign To The South Driveway Culvert	1.00	LS	\$3,120.00

**Total Bid Price:** \$3,120.00

**Notes:**

- No permits or fee's included.
- No testing of concrete, asphalt, or soils included.
- We are not responsible for acts of God, or weather protection, working in freezing conditions frost/snow mitigation

**Payment Terms:**

Pricing for this proposal is valid for 30 days. Terracare reserves the right to revise or withdraw this proposal if pricing is not accepted within 30 days of receipt.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted. <b>Buyer:</b> _____ <b>Signature:</b> _____ <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>Terracare Associates</b>  <b>Authorized Signature:</b> _____ <b>Estimator:</b> Scott Siskind (303) 419-4020 scott.siskind@myterraccare.net
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7272 S. Eagle St. Centennial CO. 80112

<b>To:</b>	Town Of Foxfield	<b>Contact:</b>	Karen Proctor
<b>Address:</b>	P.O. Box 461450 Foxfield, CO 80046	<b>Phone:</b>	303-680-1544
<b>Project Name:</b>	Foxfield Shoulder Repairs 2 Locations	<b>Bid Number:</b>	024
<b>Project Location:</b>	Town Of Foxfield, Foxfield, CO	<b>Bid Date:</b>	4/14/2025

Item Description	Estimated Quantity	Unit	Total Price
Terracare's Recommendation For Shoulder Repair At S. Waco St, Approx. 75lf. X 3', Includes Road Base, Erosion Blanket, Seed, 6 Ea. Delineators, Mobilization And Traffic Control	1.00	LS	\$1,580.00
Fill And Compact Sinkhole In Cul-de-sac On E. Costilla Ave. 4'x3'x2'= 12cf Includes Fill Material, Mobilization And Traffic Control.	1.00	LS	\$100.00

**Total Bid Price:** \$1,680.00

**Notes:**

- No permits or fee's included.
- No testing of concrete, asphalt, or soils included.
- We are not responsible for acts of God, or weather protection, working in freezing conditions frost/snow mitigation

**Payment Terms:**

Pricing for this proposal is valid for 30 days. Terracare reserves the right to revise or withdraw this proposal if pricing is not accepted within 30 days of receipt.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted. <b>Buyer:</b> _____ <b>Signature:</b> _____ <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>Terracare Associates</b>  <b>Authorized Signature:</b> _____ <b>Estimator:</b> Scott Siskind (303) 419-4020 scott.siskind@myterracare.net
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7272 S. Eagle St. Centennial CO. 80112

<b>To:</b>	Town Of Foxfield	<b>Contact:</b>	Karen Proctor
<b>Address:</b>	P.O. Box 461450 Foxfield, CO 80046	<b>Phone:</b>	303-680-1544
<b>Project Name:</b>	Foxfield 11 Ea. Sign Repairs	<b>Bid Number:</b>	023
<b>Project Location:</b>	Town Of Foxfield	<b>Bid Date:</b>	4/14/2025

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Sign Maintenance, Includes Purchasing And Replacing Median Signs, Posts And Hardware. At Richfield & Arapahoe NB	1.00	EACH	\$457.00	\$457.00
Sign Maintenance, Includes Purchasing And Replacing Stop Signs, Posts And Hardware. At E. Glasgow & Yampa	1.00	EACH	\$457.00	\$457.00
Sign Maintenance, Includes Purchasing And Replacing Curve Sign At South Yampa St.	1.00	EACH	\$185.00	\$185.00
Sign Maintenance, Includes Purchasing And Replacing Dip Sign At South Richfield & South Sedalia St.	1.00	EACH	\$185.00	\$185.00
Sign Maintenance, Includes Purchasing And Replacing Stop Sign At South Norfolk & East Costilla	1.00	EACH	\$196.00	\$196.00
Sign Maintenance, Includes Purchasing And Replacing 2 Reflective Signs At East Costilla Cul-da-sac	2.00	EACH	\$166.00	\$332.00
Sign Maintenance, Includes Purchasing And Replacing 3 Reflective Signs At S. Buckley Rd., S. Richfield St. And East Easter Ave.	3.00	EACH	\$166.00	\$498.00

**Total Bid Price:** \$2,310.00

**Notes:**

- This proposal includes all 11 signs as requested

**Payment Terms:**

Pricing for this proposal is valid for 30 days. Terracare reserves the right to revise or withdraw this proposal if pricing is not accepted within 30 days of receipt.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Terracare Associates</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Scott Siskind (303) 419-4020 scott.siskind@myterraccare.net</p>
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## MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: April 17, 2025

RE: Resolution 2025-03 A Resolution Authorizing A Supplemental Appropriation for Fiscal Year 2025

### **DISCUSSION:**

The 2025 approved budget included \$1,500 in the General Fund for sign repair and replacement.

Due to approved expenditures for sign repairs/replacements exceeding the approved budget and shoulder/swale work not included in the 2025 budget, a supplemental appropriation is needed in the General Fund. The supplemental appropriation is for \$2,310 for signs and \$10,313 for shoulder/swale work.

### **RECOMMENDED MOTION:**

*"I move to approve Resolution 2025-03 Authorizing A Supplemental Appropriation for Fiscal Year 2025."*

### **ATTACHMENT:**

**Exhibit A:** Resolution 2025-03 Authorizing A Supplemental Appropriation for Fiscal Year 2025

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE TOWN OF FOXFIELD  
AUTHORIZING A SUPPLEMENTAL APPROPRIATION FOR FISCAL YEAR 2025**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN  
OF FOXFIELD, COLORADO, AS FOLLOWS:

Section 1. That the 2025 Budget and Appropriations be hereby supplemented by increasing the following funds, to-wit:

	From:	To:
<b>General Fund</b>		
Traffic Control/Signage	\$1,500	\$3,810
ROW and Island Maintenance	\$70,000	\$80,313

Section 2. The Board of Trustees may, by resolution, transfer any unexpended balance in any of the funds to any fund or to a reserve.

PASSED ON FIRST AND FINAL READING THIS 17th day of April 2025.

BOARD OF TRUSTEES,  
TOWN OF FOXFIELD, COLORADO

\_\_\_\_\_  
Lisa Jones, Mayor

ATTEST:

\_\_\_\_\_  
Monica Torres, Town Clerk



## MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Monica Torres, Town Clerk

DATE: April 17, 2025

RE: Code Enforcement Study Session

### DISCUSSION:

Due to the request of the board, our Code Enforcement Officer, Jake Cooke, will be joining us to answer your questions on code enforcement in Foxfield. Please refer back to the code enforcement reports that were sent to you in a separate email for questions on specific properties. These reports will not be apart of the public packet. I have attached the Code Enforcement Activity Summary for the last three months for your review. This lists the most common code violation types.

### Attachment

Exhibit A: Code Enforcement Activity Summary (January – March)

Code Enforcement Activity Summary		
01/01/2025 - 01/31/2025		
Violation Type	Open	Closed
<b>Foxfield</b>		
Accessory Structure Dimensions/Setbacks	1	0
Building Permit Required	1	0
Landscape and Vegetation; trees	1	1
Listing of permitted uses	1	0
Temporary and Seasonal Uses; dumpsters	0	1
Total	4	2
02/01/2025 - 02/28/2025		
Violation Type	Open	Closed
<b>Foxfield</b>		
Accessory Structure Dimensions/Setbacks	1	0
Building Permit Required	1	0
Landscape and Vegetation; trees	1	0
Large Lot Rural Residential District (RR)	1	0
Total	4	0
03/01/2025 - 03/31/2025		
Violation Type	Open	Closed
<b>Foxfield</b>		
Building Permit Required	2	0
Fences, berms and sound walls in residential areas	1	0
Landscape and Vegetation; trees	0	1
Listing of permitted uses	1	0
Nuisance defined (Storage w/o permit)	1	0
Outdoor Storage; blight/degregation	0	2
Total	5	3



**MEMORANDUM**

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: April 17, 2025

RE: Second Amendment to Agreement for Services with Republic Services

**DISCUSSION:**

On May 1<sup>st</sup>, 2015 the Town of Foxfield entered into an Agreement with Republic Services for solid waste collection (Exhibit A) and approved a first Amendment in 2020 to extend the Agreement for an additional five (5) years. The attached second Amendment (Exhibit B) approves an extension to this Agreement for an additional five (5) years, until May 2030, and replaces the pricing with the 2025 pricing sheet (Exhibit C).

**ATTACHMENTS:**

Exhibit A: 2015 Solid Waste Collection Agreement

Exhibit B: Second Amendment to Agreement for Services with Republic Services

Exhibit C: 2025 Compensation/Pricing Schedule

## SOLID WASTE COLLECTION AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of May, 2015, by and between the TOWN OF FOXFIELD, Colorado (the "Town"), organized under the laws of Colorado as a statutory town, and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver, organized under the laws of Colorado and having its principal place of business at 5075 East 74<sup>th</sup> Avenue, Commerce City, CO 80022 (the "Disposal Company").

WHEREAS, the Town of Foxfield has determined to legislatively establish that one disposal company may do business in the residential area of the Town; and

WHEREAS, the Town of Foxfield desires to enter into a service contract with a disposal company to provide trash removal services to residential units within the Town;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and based upon the representations and subject to the terms and conditions hereinafter expressed, the parties hereto agree as follows:

### 1. Definitions.

"Hazardous Materials" means wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics, and any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination

"Unacceptable Trash" means highly flammable substances, Hazardous Materials, liquid wastes, special wastes, certain biological wastes, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Disposal Company, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

"Residential Unit" or "Dwelling Unit" means any residence that is not an industrial or commercial establishment.

"Trash" means household waste, garbage, waste matter, grass clippings, leaves, trees, bush trimmings and Christmas trees, including any recycling program, but excluding any Unacceptable Trash.

2. Exclusive Right. The Disposal Company shall be the only person, entity, or corporation during the period of this Agreement allowed to provide residential solid waste collection services to residential units on behalf of the Town. Assignment of the Agreement or any right occurring under this Agreement can be made in whole or in part by the Disposal Company to an affiliate of Disposal Company without the expressed written consent of the Town; provided that Disposal Company shall give thirty (30) days' advance notice of such an assignment to an affiliate. In the event of any such assignment authorized by the Town, the assignee shall assume the liability of the Disposal Company.

### 3. Service.

- (a) The Disposal Company shall provide weekly curbside trash collection services and every-other week curbside recycling service to each residential unit within the Town at the rates listed in **EXHIBIT A** to this Agreement.
- (b) The Disposal Company shall provide large, bulky or special item pick-up for an additional removal charge. Residents must contact the Disposal Company twenty-four (24) hours in advance. The types of acceptable bulky items and the fee for each item are listed in **EXHIBIT A** to this Agreement.

- (c) The Disposal Company shall provide an annual curbside bulk item collection event at no additional cost to the Town or the residents. This event will happen one (1) time per year at the sole discretion of the Town. There is a limit of five (5) bulk items per residence per event. All promotional material detailing the curbside collection event, as well as acceptable and unacceptable bulk items will be reviewed and approved by the Town prior to mailing. All costs of print material and postage will be the responsibility of Disposal Company.
- (d) The Disposal Company shall collect Christmas trees as part of its weekly service if Christmas trees are cut in half and the branches are tied down.
- (e) The Disposal Company shall provide carry out trash and recycle service to up to fifteen (15) residents who are physically unable to move their trash/recycle containers to the collection area. The containers must be placed in an area where the collection driver does not have to enter a fence or other closed area to access the containers. This service is provided at no extra cost to the Town or the resident for up to fifteen (15) residences. The Disposal Company reserves the right to re-negotiate the price of the carry out service if the carry out service requests exceed fifteen (15) residences.
- (f) Recycle material shall be collected on an every other week basis the same day as trash collection. Recyclables will be collected in a "single stream" manner (recyclable products are not separated). Acceptable and unacceptable single stream items are listed in **EXHIBIT B** to this Agreement.
- (g) Requests for exchanges of damaged containers must be called into Disposal Company. The first replacement of a damaged container is provided at no cost to the homeowner. Subsequent container replacement requests to the same residence due to damage and/or neglect by the homeowner will be charged per the fee schedule in **EXHIBIT A** to this Agreement.
- (h) Trash and recycle containers are the property of Disposal Company.

4. Billing. The Disposal Company will be responsible for billing each resident on a quarterly basis, payable by the resident within thirty (30) days upon receipt of invoice. The Disposal Company may increase the prices effective on each anniversary of the effective date of the Agreement in an amount equal to the percentage increases in the Consumer Price Index for (CPI) for the Denver-Boulder-Greeley, Colorado metropolitan area, published by the United States Department of Labor, Bureau of Statistics. Rates of Prices will be adjusted using the most recently available trailing 12 months average CPI compared to the 12 months preceding. Further, the Disposal Company shall provide notice of an increase in costs due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes) (collectively, "Non-Controllable Costs"). The Disposal Company may increase the prices to account for such Non-Controllable Costs effective thirty (30) days after providing such notice.

5. Term. The term of this Agreement shall be for one (1) year, with four (4) successive one (1) year options to renew. The Town shall not pay any liquidated damages, penalties, or monetary damages as a result of terminating this Agreement. Either party will give thirty (30) days advance notice to the other party before it terminates this Agreement, for breach by breaching party, if such breach is not cured by breaching party within five business days of written notice by non-breaching party.

6. Minimum Service Routes. The Disposal Company shall make at least one weekly collection at all places or residential units on a schedule approved by the Town. The Disposal Company shall provide the Town with schedules of residential collection routes for residential units and keep such information current at all times. It shall be each residence's responsibility to place its trash and recycling at the appropriate location for collection before the approved starting hours. In the event of changes in routes or schedules that will alter the day or appropriate time of pick-up, the Disposal Company shall so notify the Town residents not less than two (2) weeks prior to the change. The Disposal Company will not



provide service on the following holidays: New Year's Day; Memorial Day; July 4<sup>th</sup>; Labor Day; Thanksgiving Day; and Christmas Day. Observance of these holidays does not exempt the Disposal Company from the requirements of once a week service. The service will be one (1) working day later.

7. Inclement Weather. In the event that severe or inclement weather, natural disaster, strikes, riots, labor disputes, terrorist acts, fires, compliance with applicable laws, or other acts of God prevent the Disposal Company from providing collection services on the assigned day ("Force Majeure"), the Disposal Company shall immediately contact the Town to arrange for the postponement or cancellation of the weekly collection service under terms that are mutually acceptable to the parties.

8. Hours. Collection shall not begin prior to 7:00 a.m. and shall cease prior to 7:00 p.m. on the designated pick-up day, and residents must place their containers at the designated location by 7:00 a.m. on collection day. All collections shall be made as quickly as possible.

9. Litter. The Disposal Company shall not litter any private property, public streets, roads, alleys or public property premises in the process of making collections, but it shall not be required to collect material that has not been placed in approved containers or in a manner provided herein.

11. Hazardous Materials. No Hazardous Materials will be collected by the Disposal Company unless specifically requested by the resident, approved by the Town, and agreed to by the Disposal Company. If the collection of Hazardous Materials is approved by the Town, then the collection, hauling, transfer, and disposal of the Hazardous Materials shall be in compliance with all applicable local, state and federal laws, rules or regulations. Further, the Disposal Company may, in its sole discretion, reject any Unacceptable Trash provided. The resident upon receiving a notice of rejection from the Disposal Company shall immediately remove such Unacceptable Trash from the collection vehicle or premises of Disposal Company. Notwithstanding anything to the contrary stated in this Agreement or otherwise, the Disposal Company may immediately remove any Unacceptable Trash provided by a resident at the resident's expense, if such Unacceptable Trash creates an emergency condition or negatively impacts the business or operations of the Disposal Company. The Disposal Company shall at no time take title to such Unacceptable Trash even in removing it at the expense of a resident.

12. Collection Equipment. The Disposal Company shall provide an adequate number of vehicles approved by the Town for regular collection services. The vehicles shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Disposal Company.

13. Disposal Company's Personnel.

- a. The Disposal Company shall assign a qualified person or persons to be in charge of the operations in the Town and shall give the name or names and information to the Town.
- b. Each collection employee of the Disposal Company shall wear a clean uniform bearing the Company's name during all hours pursuant to this Agreement, except that new employees of the Disposal Company may be exempt from this provision for a period not to exceed thirty (30) days.
- c. Each driver of a collection vehicle shall, at all times, carry a valid operator's license for the type of vehicle being driven.
- d. The Disposal Company shall take proper disciplinary action against any employee who violates any provision hereof, or who is wanton, negligent or discourteous in the performance of his or her duties as determined by the Disposal Company.
- e. The Disposal Company shall provide operating and safety training for all personnel.
- f. Wages of all employees of the Disposal Company shall be equal or exceed the minimum hourly wages established by the local, state or Federal governments.

- g. The Disposal Company shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, handicap or national origin. The Disposal Company shall take affirmative action to ensure that applicants are employed and that the employees are treated equally during employment without regard to their race, creed, color, sex, handicap or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - h. The Disposal Company will, in all solicitation or advertisements for employees placed by or on behalf of the Disposal Company, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin. The Disposal Company may so designate by stating "EOE".
  - i. The Disposal Company will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
14. Hauling. All trash hauled by the Disposal Company shall be contained, tied or enclosed so that leaking, spilling and blowing are prevented. In the event of any spillage, the Disposal Company shall immediately clean-up the litter. However, if drained oil is spilled, the Disposal Company shall immediately remove the drained oil, but it will not power wash the drained oil.
15. Title to Waste. Title to all waste, except Unacceptable Trash, shall be vested in the Disposal Company upon being properly collected and disposed of at a disposal facility by Disposal Company. Notwithstanding anything set forth in the Agreement or otherwise to the contrary, ownership of and liability for Unacceptable Trash shall at no time pass to the Disposal Company and shall remain with the generator of such waste, irrespective of delivery to, inspection by, and/or acceptance by, the Disposal Company, and such ownership and liability shall survive the termination of the Agreement. The Disposal Company shall have no obligation to collect any Unacceptable Trash, and may remove any Unacceptable Trash and assure its proper disposal at the expense of the generator.
16. Disposal. All trash for disposal shall be hauled to a site or facility legally empowered to accept it for treatment or disposal and the disposal will not be in violation of any local, state, county or federal law, rule or regulation.
17. Charges and Rates. For any service required to be performed under this Agreement, the charges shall not exceed the rates set forth on **Exhibit A**. Disposal Company shall, over the term of proposed agreement, implement an annual rate adjustment cap of 4%. This adjustment shall occur on the anniversary date for every year this agreement is in force, unless otherwise negotiated between Disposal Company and the Town. Rate adjustments are implemented to offset the rising costs of our vertically integrated operations. With a five year agreement, the proposed rate shall be fixed for the first two (2) years, while years 3, 4 and 5 shall follow the rate adjustment schedule above.
18. Notification and Complaints.
- a. The Disposal Company shall notify all residents about the rates, regulations and days of collection.
  - b. All complaints shall be resolved by the next working day. The Disposal Company shall supply the Town with copies of all complaints made by residents when requested by the Town and the Disposal Company shall indicate the disposition of each complaint. Such records shall be available for Town inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day.

19. Insurance. The Disposal Company shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement, by reason of its failure to obtain and maintain during the term of this Agreement insurance in sufficient amounts, durations or type.

The Disposal Company shall obtain and maintain during the life of this Agreement, and shall cause any subcontractor to obtain and maintain during the life of this Agreement, the minimum insurance coverage listed below. Such coverage shall be obtained and maintained with forms and insurers reasonably acceptable to the Town. All coverage shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Disposal Company pursuant to this Agreement. In the case of a claims-made policy, the necessary retroactive dates and extended reporting period shall be procured to maintain such continuous coverage.

Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this Agreement, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000.00) disease-policy limit, and five hundred thousand dollars (\$500,000.00) disease-each employee.

General Public Liability Insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000.00) for all damages arising out of bodily injury; personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than two million dollars (\$2,000,000.00) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two (2) or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one accident and not less than two million dollars (\$2,000,000.00) for all damages arising out of injury to, or destruction of property, including the Town's property during the policy period.

Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate with respect to each of the Disposal Company's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

All Insurance Policies and Certificates of Insurance issued for this project shall be supplemented with a blanket additional insured endorsement except for Worker's Compensation insurance. The Disposal Company shall be solely responsible for any deductible losses under any policy required herein.

The insurance provided by the Disposal Company shall be primary to insurance carried by the Town and all additional insureds, and the principal defense of any claims resulting from the Disposal Company's obligations under the Agreement shall rest with the Disposal Company's Insurer.

20. Performance Bond. The Disposal Company shall furnish to the Town contemporaneously with the execution of this Agreement a performance bond in the amount of ten thousand dollars (\$10,000.00) for the faithful performance of this Agreement. The bond shall be executed by a corporate surety company licensed to do business in the State of Colorado. The bond shall indemnify the Town against any loss resulting from any failure of performance by the Disposal Company, not exceeding, however, the amount of the bond. The bond shall provide that if it is modified or cancelled, the Town must be notified.

21. Indemnification. The Disposal Company shall indemnify and hold harmless the Town, its officers, employees, agents and their insurers from and against all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which

arises solely out of any error, professional error, mistake, negligence, or other fault of the Disposal Company, or of any employee of any subcontractor to the Disposal Company.

The Disposal Company also agrees to bear reasonable costs and expenses related to the above, including court costs and attorney fees.

22. Rules and Regulations.

a. The Disposal Company will comply with all rules and regulations of any local, county, state or federal agency having authority now or during the term of this Agreement having jurisdiction over its trash removal activity.

b. Illegal Aliens.

(1) Certification. By entering into this Agreement, the Disposal Company hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Disposal Company will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

(2) Prohibited Acts. Disposal Company shall not:

a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

b. Enter into a contract with a subcontractor that fails to certify to Disposal Company that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) Verification.

a. Disposal Company 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 the Department Program.

b. Disposal Company shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Disposal Company obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Disposal Company shall:

i. Notify the subcontractor and the Town within three (3) days that Disposal Company has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Disposal Company shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not

knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

(4) Duty to Comply with Investigations. Disposal Company shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. §8-17.5-102(5)(a) to ensure that Disposal Company is complying with the terms of this Agreement.

(5) If Disposal Company wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Disposal Company shall sign the Department Program Affidavit attached hereto.

23. Permits and Licenses. The Disposal Company shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

24. Standard of Performance. If the Disposal Company fails to collect materials required pursuant to this Agreement for a period in excess of five (5) consecutive scheduled working days, or fails to operate pursuant to this Agreement in a satisfactory manner as determined by the Town, the Town may proceed as follows, provided that such failure by the Disposal Company is not due to war, insurrection, riot, act of God, change in laws or regulations, or any other Force Majeure event or cause beyond the Disposal Company's control as determined by the Town:

a. After seven (7) days written notice to the Disposal Company, the Town may terminate this Agreement and claim damages against the Disposal Company for default under this Agreement, if the default is not cured within the seven (7) days. The amount of damages shall include, but not be limited to, the cost for the Town to hire another disposal company to provide the services.

25. Right to Require Performance. The failure of the Town at any time to require performance by the Disposal Company of any provision of this Agreement shall in no way affect the right of the Town to enforce the same. Nor shall waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision thereof.

26. Bankruptcy. It is agreed that if the Disposal Company is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the day and at the time the bankruptcy petition is filed.

27. Law to Govern. This Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance.

28. Modification. This Agreement constitutes the entire agreement and understanding between the parties, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties.

29. Illegal Provisions. If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

30. Notice. A letter addressed and sent by certified United States mail to either party at the address listed below shall be sufficient notice for purposes of this Agreement.

Town of Foxfield:

Town of Foxfield  
Town Clerk  
P.O. Box 461450  
Foxfield, CO 80046

Disposal Company: Allied Waste Transportation, Inc.  
5075 E. 74<sup>th</sup> Avenue  
Commerce City, CO 80022

31. Effective Date. This Agreement shall become effective and the Disposal Company shall begin performance on May 1, 2015.

IN WITNESS WHEREOF, each party has affixed their signature the date set forth above.

**TOWN OF FOXFIELD**

By: \_\_\_\_\_

Lisa Jones, Mayor

ATTEST:

Miranda Gallivan  
Miranda Gallivan, Town Clerk

**DISPOSAL COMPANY**

By: \_\_\_\_\_

Mark Allen

Name: \_\_\_\_\_

MARK ALLEN

Title: \_\_\_\_\_

GENERAL MANAGER

STATE OF COLORADO )

COUNTY OF Adams )

) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 25 day of March, 2015, by Mark Allen as the General Manager of the Republic Services

My commission expires: My Commission Expires January 25, 2016

(SEAL)

Susan Roundy

Notary Public

SUSAN ROUNDY  
Notary Public  
State of Colorado

**EXHIBIT A  
CHARGES AND RATES**

**Solid Waste and Recycling Pricing Sheet**

Collection Service	Unit of Measure	Estimated Quantity	Unit Cost	
Weekly Trash Every Other Week Single Stream Recycle <b>96 Gallon Trash Cart</b> <b>96 Gallon Recycle Cart</b>	Monthly	275 Homes	<b>\$12.00</b>	Weekly Trash, 96 gallon cart
			<b>Included</b>	EOW Recycle, 96 gallon cart
			<b>Included</b>	Yard Waste Collection
		Individual Monthly Charge		<b>\$12.00 each</b>
		Monthly Charge		<b>\$3,300</b>
		Annual Charge		<b>\$39,600</b>

\*\*The pricing above includes monthly billing to the Town of Foxfield on a summary billing process. Individual invoicing, if preferred, will happen on a quarterly basis and a quarterly charge of \$3.50 will be added to the invoice for administrative costs\*

Additional Cart Option	Quantity	Yearly Lease Price
96 Gallon Trash Carts	1	\$18/year (\$1.50/mo)
96 Gallon Recycle Carts	1	\$18/year (\$1.50/mo)

**Additional Services**

Town of Foxfield Events	Service Quantity	Quantity	Charges
Annual Curbside Bulk Collection	1x Annual	5 Bulk Items Per Residence	No Charge
30 Yard Roll Offs	On Call	3 Hauls (annually)	No Charge
30 Yard Roll Offs	On Call	On Call	\$225 per haul \$25.00 per ton over 5 Tons

**❖ Recreation Center/Special Events:**

Republic Services continues to be more than just a service provider, we strive to be active members of the communities we serve. Staying true to our mission, Republic Services would like to participate with special events/community clean up days hosted by Foxfield by providing complimentary event boxes placed throughout the event for trash and recycle collection, as well as three (3) 30 yard roll offs per year, **at no extra cost**, to handle the events refuse. This offer is valid every year the agreement between Republic Services and Foxfield is in effect. Additional containers requested above and beyond the three (3) annual complimentary cans will be charged at \$225 per haul, \$25.00 per ton over 5 tons.

❖ **Container Exchange/Repair:**

All container exchange requests for repair or replacement due to damage must be called into Republic to schedule the removal of the damaged container and the delivery of a replacement container. Repair/damage exchanges will be processed at no additional charge at the time the call is received and will be delivered within one (1) week of the call received. The first replacement of a damaged cart is provided at no cost to the homeowner. Subsequent container replacement requests to the same residence due to damage and/or neglect by the homeowner, will be charged at \$50 per occurrence billed directly to the residence.

**Bulky Item Pricing**

<b>ITEM</b>	<b>METRO</b>
BBQ Grill	\$ 15.00
Carpet Bundled (per roll)	\$ 15.00
Chair	\$ 15.00
Coffee Table (small)	\$ 15.00
Construction Material (limit is 1 container/bundle)	\$ 15.00
Desk	\$ 15.00
Dishwasher	\$ 15.00
Door	\$ 15.00
Dresser Large (5 or more Drawers)	\$ 15.00
Dresser Small (4 Drawers)	\$ 15.00
End Table	\$ 15.00
Garage Door (4' per section)	\$ 15.00
Hot Water Heater	\$ 15.00
Love Seat	\$ 15.00
Mattress / Box Springs	\$ 15.00
Microwave (portable/non-mounted only)	\$ 15.00
Recliner	\$ 15.00
Sink (Porcelain only)	\$ 15.00
Sofa	\$ 15.00
Sofa Sleeper	\$ 15.00
Stove	\$ 15.00
Table	\$ 15.00
Toilet (Porcelain only)	\$ 15.00
Tub (Porcelain only)	\$ 15.00
Washer / Dryer	\$ 15.00
Water Bed / Each Section	\$ 15.00
Desk top printer	\$ 15.00
Lawn mower no oil no gas	\$ 15.00
Table Saw	\$ 15.00
Ping Pong Table (folded)	\$ 15.00
<b>Not-Accepted Items</b>	
Cast Iron	
Freon: Refrigerators, Air conditioners	
Cement, Dirt, Rocks, Steel	
Hazardous Materials (special waste)	
Tires	

**EXHIBIT B**



### **Acceptable Single Stream Items**

#### **Clean Paper:**

- Flattened cardboard (limit 2x3 ft)
- Newspapers, inserts
- Magazines, catalogs
- Phonebooks
- Paperback books
- Mail  
(Window envelopes OK)
- Paper bags, food boxes

#### **Paper Food Containers:**

- Clean Paper Cups
- Milk and juice cartons, juice boxes
- Frozen food boxes

#### **Clean Plastic:**

- Bottles, jars, jugs (food, shampoo, vitamin, etc)
- Labels are OK, NO lids or caps
- Plastic food tubs (yogurt, cream cheese etc...)

#### **Clean Metal:**

- Aluminum & tin cans, empty aerosol cans, scrap metal  
(limit, 2x2x2 feet and 35 lbs)

#### **Glass:**

- Bottles & jars (all colors and sizes)
- Labels OK
- NO lids or caps

### **Not Accepted Single Stream Materials**

#### **Electronic and Hazardous Waste**

Fluorescent tubes and bulbs, electronics (computers, cell phones, TVs etc.), rechargeable batteries, and hazardous products (cleaners, solvents, etc.) do not go in the recycling or garbage.

#### **Not Accepted Household Items**

- Food residue, garbage
- Plastic bags  
Reuse or recycle at grocery stores
- Styrofoam containers, packing
- Styrofoam peanuts  
Can be reused at mailing houses
- Paper towels, plates, napkins  
OK in yard waste/compost pile

Shredded paper  
OK layered in yard cart

- Disposable diapers, rags
- Plastic take-out containers
- Plastic trays (bakery, meat, etc.)
- Plastic plates, utensils
- Prescription vials
- Food wrap
- Toxic containers  
(paint, oil, antifreeze, pesticides, etc.)
- Aluminum foil, foil trays
- Needles, syringes
- Sharp or greasy items
- Knives, scissors
- Ceramics, dishes
- Light bulbs, windows, mirrors

## EXHIBIT C

### NO EMPLOYEE AFFIDAVIT

**1. Check and complete one:**

☐ I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**OR**

☐ I, \_\_\_\_\_, am an owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity-i.e, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

☐ I, \_\_\_\_\_, am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- A valid Colorado Driver's license or a Colorado identification card
- A United States military card or a military dependent's identification card
- A United States Coast Guard Merchant Mariner card
- A Native American tribal document or
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.

**OR**

☐ I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**(To be completed if Contractor participates in the  
Department of Labor Lawful Presence Verification Program)**

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Date \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )

Notary Public

**ACCEPTABLE DOCUMENTS FOR  
LAWFUL PRESENCE VERIFICATION**

**Documents that Serve to Prove Citizenship/Lawful Presence and Identification:**

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

**OR**

**Documents that Only Serve to Prove Citizenship/Lawful Presence:**

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

**AND**

**Documents that Serve to Prove Identification:**

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority



5075 E. 74<sup>th</sup> Avenue, Commerce City, CO 80022  
o 303.286.1200 republicservices.com

September 6, 2018

Town of Foxfield

Dear Valued Customer,

On behalf of Republic Services and myself, I want to thank you for the opportunity to provide solid waste and recycle collection services for your community. We appreciate your business and look forward to continuing our efficient, safe and environmentally friendly waste services for the Foxfield residents.

In order to maintain our service quality and continued environmental stewardship, it is necessary to adjust our service rates annually. This adjustment is a result of our increased costs over the last year, including fuel, labor, insurance, disposal and recycle processing costs. The current service agreement held the proposed price for the first two years while the remaining three years will see a 4% increase annually.

The new trash and recycle service rate will increase by \$0.50 per home per month effective October 1, 2018. The new monthly trash rate will be \$12.98 per home.

Thank you for your continued business and we look forward to providing the Town of Foxfield with quality solid waste, recycle and bulk collection event services.

Sincerely,

Mark Petrovich  
Municipal Services Manager

## **SECOND AMENDMENT TO SOLID WASTE COLLECTION AGREEMENT**

This Second Amendment to the Solid Waste Collection Agreement (this “Amendment”) is made and entered into effective May 1, 2025 (the “Amendment Effective Date”) by and between Allied Waste Transportation, Inc. dba Republic Services of Denver (“Contractor”), and the Town of Foxfield, Colorado (“Town”).

### **RECITALS**

A. Contractor and Town entered into a Solid Waste Collection Agreement effective May 1, 2015 that was subsequently amended by a First Addendum dated April 1, 2020 (collectively the “Agreement”).

B. Contactor and Town now desire to extend the term of the Agreement and update rates, as more fully set forth below.

### **AGREEMENT**

Now therefore, for good and valuable consideration the receipt and sufficiency of which the parties acknowledge, including but not limited to the mutual and dependent promises contained herein, the parties agree as follows:

1. Term. The parties agree to extend the term of the Agreement for three (3) additional years, along with two (2) additional one (1) year options to renew, through and including April 30, 2030. The Town shall not pay any liquidated damages, penalties, or monetary damages as a result of terminating this Agreement. Either party will give thirty (30) days advance notice to the other party before it terminates this Agreement, for breach by breaching party, if such breach is not cured by breaching party within five business days of written notice by non-breaching party. For purposes of this Second Amendment, in addition to any other any change to the terms and conditions of the Agreement as amended, it shall be a breach of this Second Amendment if Contractor changes any of the inclusions contained in Exhibit A regarding those items included in the charges and rates set forth in Exhibit A.

2. Rates. The parties agree that Effective May 1, 2025 the rates for Services will be as set forth in Exhibit A attached hereto and incorporated by reference.

3. Capitalized Terms. The parties agree that capitalized terms not otherwise defined in this Extension Amendment shall have the meaning set forth in the Agreement.

4. Continuing Effect. Except as specifically amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict in meaning between the Agreement and this Extension Amendment, this Amendment shall prevail.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same

instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

*Signature page to follow*

IN WITNESS WHEREOF, the parties have entered into this Second Amendment to be effective as of the Amendment Effective Date.

Allied Waste Transportation, Inc.  
Dba Republic Services of Denver

Town of Foxfield, Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



EXHIBIT A

RATE

**Exhibit A  
Charges and Rates**

**Exhibit C**

**Solid Waste and Recycling Pricing Sheets**

Collection Service	Unit of Measure	Estimated Quantity	Unit Cost	
Weekly Trash	Monthly	275 Homes		
Every Other Week Single Stream Recycling			<b>\$15.91</b>	Weekly Trash 2- 96 gallon carts
<b>2-96 gallon Trash Carts</b>			<b>Included</b>	EOW Recycle, 1-96 gallon cart
<b>1-96 gallon Recycle Cart</b>			<b>Included</b>	
<b>Seasonally May 1- October 31</b>		<b>Yard Waste</b>	<b>Included</b>	3-32 gallon bags
		Individual Monthly Charge		<b>\$15.91 each</b>
		Monthly Charge		<b>\$4,375.25</b>
		Annual Charge		<b>\$52,503.00</b>

\*\*\*The pricing above includes to the Town of Foxfield Individual invoicing to Residents,  
on the invoice an administrative cost of \$5.95 billed per invoice either quarterly or annually  
Summary Billing process to the Town of Foxfield for events.

Additional Cart Option	Quantity	Yearly Lease Price	Quarterly Lease Price
96-gallon Trash Cart	1	\$31.20	\$7.60
96-gallon Recycle Cart	1	\$31.20	\$7.60

**Additional Services**

Town of Foxfield Events	Service Quantity	Quantity	Charges
Annual Curbside Bulk Collection	1 x Annual	5 Bulk Items per Residence	No Charge
30 Yard Roll Offs	On Call	3 Hauls (annually)	No Charge
30 Yard Roll Off ( Yard Waste)	On Call	1 Haul (annually)	No Charge
			\$300.00 per haul , \$27.50 per ton over 5 tons
30 Yard Roll Offs	On Call	On Call	
30 Yard Roll Off ( Yard Waste)	On Call	On Call	\$300.00 per haul

**Bulk Items Pricing**

Items	Price
BBQ Grill	\$15.60
Carpet Bundled ( per roll)	\$15.60
Chair	\$15.60
Coffee Table ( small)	\$15.60
Construction Material (limit is one container/bundle	\$15.60
Desk/ End Table	\$15.60
Door	\$15.60
Dishwasher	\$15.60
Dresser Larger ( 5 or more drawers)	\$15.60
Dresser Small	\$15.60
Hot Water Heater	\$15.60
Loveseat/ Recliner	\$15.60
Mattress/ Boxspring per piece	\$15.60
Table	\$15.60
Toilet	\$15.60
Tub (porcelain only)	\$15.60
Washer/Dryer	\$15.60
Lawn Mower (no oil/gas must be drained)	\$15.60
Sofa	\$15.60
Sectional per piece	\$15.60

Sofa Sleeper	\$15.60
Stove	\$15.60
Microwave	\$15.60
Bed Frame (each selection/piece	\$15.60
<b>** Non Acceptable Items</b>	
Hazardous Materials(Special Waste) Paints, Etc...	
Tires/ Automotive Parts	
Cement, Dirt, Rocks, Steel, Tree Stumps	
Freon: Refrigerators/Freezers/ Air Conditioners	

Republic Services continues to be more than just a service provider, we strive to be active members of the communities we service. Republic Services will provide the Town of Foxfield with **(3)** 30-yard roll offs per year and **(1)** 30-yard yard waste roll off , at no extra cost, for community cleanup days/special events  
This offer is valid every year of the agreement between Republic Services and Foxfield is in effect.  
Additional containers requested above and beyond the **(3)** annual complimentary cans will be charged at \$300.00 per haul , \$27.50 per ton over 5 tons.

**All items on this exhibit will be adjusted at the anniversary date at 4%**

)