



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, November 21, 2024: 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 – November 7, 2024
 - b. October Financials
5. For Possible Action
 - a. Approval of the Tenth Addendum For Services with Terracare
 - b. Approval of 2025 Agreement for Law Enforcement Services with Arapahoe County
6. For Discussion
 - a. Ordinance 2024-02 Amending Article 4 of Chapter 16 of the Town of Foxfield Municipal Code by the Addition Thereto of a New Section 16-4-80 Entitled "Natural Medicine Businesses"

7. Reports

- a. Members of Town Board
- b. Staff

8. Future Agenda Items

- a. Tunnel and sidewalk repairs
- b. MHFD public outreach
- c. Culvert Clean-up
- d. Land Use Code Final Draft
- e. Speed Mitigation
- f. 2025 Budget
- g. Wards Discussion

9. Adjournment

STUDY SESSION – LUC Section 4



BOARD OF TRUSTEES MEETING MINUTES

November 7th, 2024

Call to Order

The meeting was called to order at 6:34 p.m. via Microsoft Teams.

1. Pledge of Allegiance

2. Roll Call

The following Trustees were present over Teams: Mayor Jones, Trustee Thompson, Trustee Cockrell, Trustee Hodge, Trustee Shultz, and Trustee Pakanati.

A quorum was present.

3. Audience Participation

None

4. Consent Agenda

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

5. For Possible Action

- a. Approval of the Tenth Addendum for Services with Terracare
Ms. Proctor presented the Tenth Addendum for services with Terracare. Trustee Hodge requested more information regarding the 10% increase. Ms. Proctor will contact Terracare for an explanation for the price increase. The item was tabled until the next meeting.

6. Reports

- a. Members of Town Board
 - i. Mayor Jones provided an update on the meeting with Mile High Flood District(MHFD). She informed the board that Zayo is the contractor putting the markings on the roads and that legislation has determined that this work must be allowed as long as permit is obtained, and the road is restored to its original condition. Mayor Jones stated that the additional flagging in town is Xcel for the main gas line.
 - ii. Trustee Thompson asked for an update on the land use on Telluride. She questioned whether staff was aware of any development at FVC due to the vacancy of units there and if the gate programs need to be updated.

Trustee Thompson requested that staff inquire about the last police report to see what it means if a ticket number is not associated to a report and to ask for advice from Arapahoe County Sheriff's Office(ACSO) on tips for how to keep homes safe. Trustee Thompson stated that she would support a neighborhood watch program to communicate safety to the neighborhood. Mayor Jones stated that if we get a neighborhood watch program together, ACSO would come to a meeting.

- iii. Trustee Cockrell updated the board on the Arapahoe County Transportation meeting and provided information on the Arapahoe Road Sidewalk Project.
- iv. Trustee Shultz updated the board on the MHFD meeting that took place. He stated that high level information was provided and stated that the next steps are to try to find ways to communicate this to the Town. He asked if Chenango had been contacted to inquire about the 24/7 cameras that they have. Mayor Jones stated that she will reach out to them.
- v. Trustee Pakanati asked for an update regarding the property on Telluride with the commercial farming. Ms. Torres informed the board that code enforcement is going out on Friday to notify the owner that commercial farming is not allowed. He suggested that the snowplows should slow down to prevent damage to the road and reduce noise. Trustee Pakanati Inquired on where he should report potholes. Ms. Torres informed Trustees that they can send her an email and she will forward it to the correct contact.

b. Staff.

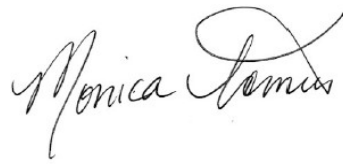
- i. Town Administrator Proctor
 - 1. Ms. Proctor updated the board that the only meeting in December is December 12th due to budget approval.
- ii. Town Clerk Torres
 - 1. Ms. Torres updated the board on the Natural Medicine Act and the actions that need to be taken before the end of the year. She mentioned the Republic Services renewal and asked Trustees if they wanted to renew for 2025. The Trustees would like us to explore other providers for prices and materials that can be taken, such as yard waste.

7. Future Agenda Items

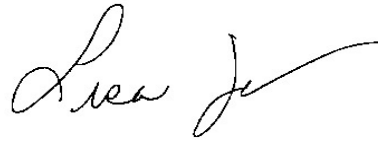
- a. Tunnel, sidewalk repairs
- b. MHFD public outreach
- c. Culvert Clean-up
- d. Land Use Code Final Draft
- e. Speed Mitigation
- f. 2025 Budget
- g. Ward discussion
- h. Event Calendar

8. Adjournment

Mayor Jones adjourned the meeting at 7:31 p.m.

A handwritten signature in cursive script that reads "Monica Torres".

Monica Torres, Town Clerk

A handwritten signature in cursive script that reads "Lisa Jones".

Lisa Jones, Town Mayor

Exhibit #3b		2024	
September		Treasurer's Report	
First Bank Checking			
Activity	Credit	Debit	Account Balance
Beginning Balance	-	-	\$ 46,270.74
Colo Interac - gate tags	\$ 72.00	-	-
Colo Interac - building permits	\$ 3,844.51	-	-
Colo Interac- Use tax	\$ 2,305.95	-	-
Colo Interac - Street Cut Permits/ROW	\$ 553.50	-	-
Arapahoe County Use Tax	\$ 324.88	-	-
Colo Trust Transfer	\$ 15,000.00	-	-
Office Depot		\$ 73.00	-
Storquest		\$ 97.00	-
Caselle - monthly support	-	\$ 383.00	-
Colorado Mediation & Resolution Service-Municipal Judge	-	\$ 750.00	-
Microsoft Online email hosting	-	\$ 52.73	-
Microsoft Phone	-	\$ 15.26	-
CORE- Irrigation	-	\$ 48.04	-
CORE- Gate electricity Richfield	-	\$ 60.81	-
CORE- Gate electricity Fremont	-	\$ 61.10	-
CORE- Lewiston way lights	-	\$ 66.03	-
HPWC, PC - legal services		\$ 1545.92	-
Terracare Assoc - public works		\$ 6658.88	-
SEH-Engineering		\$ 2626.75	-
Go Daddy - Domain Renewal		\$ 22.17	-
Firehouse Parking - CMCA Conference	-	\$ 49.00	-
The Elizabeth Marriot - CMCA Conference	\$ 23.00	\$ 541.00	-
ACWWA	-	\$ 455.65	-
CORE - 6806 S Parker Road lights	-	\$ 89.96	-
SafeBuilt - building, CE, P&Z		\$ 1680.90	-
Wizard Works		\$ 248.00	-
Adobe		\$ 20.74	-
Gate Tag Violation	\$ 100.00		
Jeffrey Briar		\$ 300.14	-
Karen Proctor		\$ 5,592.76	-
Randi Gallivan		\$ 323.22	-
Monica Torres		\$ 3,003.32	-
State of Colorado - withholding		\$ 1,285.00	
EFTPS		\$ 2,856.99	-
Ending Balance	\$ 22,223.84	\$ 28,907.37	\$ 40,087.21

August

Treasurer's Report

2024

ColoTrust General Fund

Activity	Credit	Debit	Account Balance
Beginning Balance	-	-	\$ 1,826,656.75
Sales Tax	\$ 49,693.18	-	-
CTF Distribution transfer		\$ 1,903.95	-
AC Property Tax	\$ 1,211.04	-	-
Cigarette Tax	\$ 111.96	-	-
HUTF Distribution	\$ 3,686.92	-	-
Transfer to checking		\$ 15,000.00	-
Public Service	\$ 336.99		-
Interest Income	\$ 7,924.16	-	-
Ending Balance	\$ 62,964.25	\$ 16,903.95	\$ 1,872,717.05

ColoTrust CTF Fund

Activity	Credit	Debit	Account Balance
Beginning Balance	-	-	\$ 21,291.01
CTF Distributon (transferred From GF)	\$ 1,903.95		-
Interest Income	\$ 96.69	-	-
Ending Balance	\$ 2,000.64	\$ 0.00	\$ 23,291.65

ColoTrust Open Space Fund

Activity	Credit	Debit	Account Balance
Beginning Balance	-	-	\$ 286,142.99
Arapahoe County Open Space Distribution	\$ 252.81	-	-
Interest Income	\$ 1,219.04	-	-
Ending Balance	\$ 1,471.85	\$ 0.00	287,614.84

ColoTrust American Rescue Plan Fund

Activity	Credit	Debit	Account Balance
Beginning Balance	-	-	\$ 68,499.38
Interest Income	\$ 291.77	-	-
Ending Balance	\$ 291.77	\$ 0.00	\$ 68,791.15

2022 Town of Foxfield Sales Tax Revenue

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

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

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	-	-	225,524
Remote	11,302	10,141	10,135	9,679	10,679	11,411	12,774	9,325	10,667	10,467	-	-	106,580
FVC	15,739	12,391	11,505	14,993	12,117	11,819	10,185	12,233	11,346	10,948	-	-	123,277
Totals	55,473	41,130	38,685	51,945	45,903	42,091	43,086	44,342	49,693	43030	0	0	\$ 455,379.01

TOWN OF FOXFIELD
BALANCE SHEET
OCTOBER 31, 2024

GENERAL FUND

ASSETS

10-10220	CASH ON DEPOSIT - 1ST BANK	33,929.55	
10-10310	CASH - COUNTY TREASURER	(2,853.92)	
10-10410	INVESTMENT ACCOUNT - COLOTRUST	1,876,525.82	
10-11500	PROPERTY TAX RECEIVABLE	(4,722.74)	
10-13110	DUE FROM CTF	4,502.98	
10-13180	DUE FROM OPEN SPACE FUND	369.19	
10-13190	DUE FROM ARP FUNDS	1,347.00	
	TOTAL ASSETS		1,909,097.88

LIABILITIES AND EQUITY

LIABILITIES

10-20100	ACCOUNTS PAYABLE	(4,580.59)	
10-21110	PAYROLL TAXES PAYABLE	373.94	
10-22000	A.C. USE TAX PAYABLE	773.27	
10-22210	DEFERRED PROPERTY TAX	(4,722.74)	
10-22950	LAND USE ESCROW- PHILLIPS	232.50	
10-22960	LAND USE ESCROW-VANSTELLE	(733.50)	
10-23110	DUE TO OTHER FUNDS	3,807.90	
	TOTAL LIABILITIES	(4,849.22)	

FUND EQUITY

10-28970	FUND BAL RESRVD-LAW ENFORCEMNT	21,000.00	
	UNAPPROPRIATED FUND BALANCE:		
10-29800	FUND BALANCE - UNRESTRICTED	1,572,756.72	
	REVENUE OVER EXPENDITURES - YTD	320,175.38	
	BALANCE - CURRENT DATE	1,892,932.10	
	TOTAL FUND EQUITY		1,913,932.10
	TOTAL LIABILITIES AND EQUITY		1,909,082.88

TOWN OF FOXFIELD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES AND FRANCHISE FEES</u>					
10-31-111 CURRENT PROPERTY TAX	16.69	141,626.74	136,904.00	(4,722.74)	103.5
10-31-121 SPECIFIC OWNERSHIP TAX	792.78	6,687.18	7,000.00	312.82	95.5
10-31-161 XCEL FRANCHISE FEE	336.99	10,187.74	10,000.00	(187.74)	101.9
10-31-162 CORE FRANCHISE FEE	.00	11,536.14	22,000.00	10,463.86	52.4
10-31-163 CABLE TELEVISION FEES	.00	2,806.39	4,800.00	1,993.61	58.5
10-31-191 CURRENT PROPERTY TAX INTEREST	1.17	188.41	100.00	(88.41)	188.4
10-31-311 SALES TAX	49,693.18	412,348.60	450,000.00	37,651.40	91.6
10-31-312 USE TAX	2,305.95	22,320.32	25,000.00	2,679.68	89.3
TOTAL TAXES AND FRANCHISE FEES	53,146.76	607,701.52	655,804.00	48,102.48	92.7
<u>LICENSES AND PERMITS</u>					
10-32-211 LIQUOR LICENSES	.00	597.50	350.00	(247.50)	170.7
10-32-212 MARIJUANA DELIVERY LICENSE	.00	100.00	.00	(100.00)	.0
10-32-215 BUSINESS LICENSES	.00	280.00	210.00	(70.00)	133.3
10-32-221 BUILDING PERMITS	3,844.51	43,305.20	40,000.00	(3,305.20)	108.3
10-32-222 STREET CUT PERMITS/ROW	553.50	553.50	300.00	(253.50)	184.5
10-32-223 GRADING PERMITS	.00	.00	150.00	150.00	.0
10-32-224 ZONING REVIEW REVENUE	.00	.00	100.00	100.00	.0
10-32-225 ENGINEERING REVIEW REVENUE	.00	.00	500.00	500.00	.0
10-32-226 DRIVEWAY PERMITS	.00	.00	250.00	250.00	.0
TOTAL LICENSES AND PERMITS	4,398.01	44,836.20	41,860.00	(2,976.20)	107.1
<u>INTERGOVERNMENTAL</u>					
10-33-321 MOTOR VEHICLE REGISTRATN FEES	309.55	3,194.53	3,500.00	305.47	91.3
10-33-342 CIGARETTE TAX	111.96	757.54	1,000.00	242.46	75.8
10-33-350 SEVERANCE TAX	.00	662.97	600.00	(62.97)	110.5
10-33-352 HIGHWAY USER TAX	3,686.92	30,641.39	20,000.00	(10,641.39)	153.2
10-33-360 MINERAL LEASE	.00	126.51	200.00	73.49	63.3
10-33-371 COUNTY ROAD/BRIDGE LEVY	.00	4,919.84	6,500.00	1,580.16	75.7
TOTAL INTERGOVERNMENTAL	4,108.43	40,302.78	31,800.00	(8,502.78)	126.7
<u>CHARGES FOR SERVICES</u>					
10-35-510 TRAFFIC COURT REVENUES	.00	25.00	500.00	475.00	5.0
10-35-540 CHARGEBACK ADMINISTRATION FEE	.00	.00	150.00	150.00	.0
TOTAL CHARGES FOR SERVICES	.00	25.00	650.00	625.00	3.9

TOWN OF FOXFIELD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS</u>					
10-36-600	GATE VIOLATION	100.00	700.00	1,500.00	800.00	46.7
10-36-601	GATE TAG REVENUE	72.00	875.00	800.00	(75.00)	109.4
10-36-611	INTEREST EARNINGS	7,924.16	74,532.09	60,000.00	(14,532.09)	124.2
10-36-680	MISCELLANEOUS/OTHER INCOME	.00	65.00	1,000.00	935.00	6.5
10-36-684	COLORADO PLASTIC BAG FEE	.00	4.44	.00	(4.44)	.0
	TOTAL MISCELLANEOUS	8,096.16	76,176.53	63,300.00	(12,876.53)	120.3
	TOTAL FUND REVENUE	69,749.36	769,042.03	793,414.00	24,371.97	96.9

TOWN OF FOXFIELD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-41-110 PERSONNEL EXPENSES	11,380.76	125,758.38	158,760.00	33,001.62	79.2
10-41-116 PAYROLL TAXES	870.63	9,620.52	12,145.00	2,524.48	79.2
10-41-118 WORKERS COMPENSATION INS.	.00	207.00	900.00	693.00	23.0
10-41-120 SUPPLIES/MATERIALS	73.00	363.63	1,500.00	1,136.37	24.2
10-41-130 POSTAGE/BULK MAIL CHARGES	.00	524.50	550.00	25.50	95.4
10-41-140 PRINTING	.00	109.50	100.00	(9.50)	109.5
10-41-143 MUNICIPAL CODE SUPPLEMENTS	.00	.00	3,000.00	3,000.00	.0
10-41-145 LEGAL NOTICES	.00	69.44	250.00	180.56	27.8
10-41-148 RECORDING FEES	.00	.00	50.00	50.00	.0
10-41-151 AUDIT	.00	7,000.00	7,750.00	750.00	90.3
10-41-152 LEGAL	290.00	6,517.14	15,000.00	8,482.86	43.5
10-41-160 COUNTY TREASURER FEES	.18	1,418.14	1,458.00	39.86	97.3
10-41-170 COMMUNICATIONS/IT	425.91	7,740.23	9,000.00	1,259.77	86.0
10-41-171 TELEPHONE/INTERNET	23.99	239.90	1,500.00	1,260.10	16.0
10-41-172 E-MAIL SERVER	44.00	400.80	550.00	149.20	72.9
10-41-180 INSURANCE	.00	7,681.35	10,185.00	2,503.65	75.4
10-41-182 MEMBERSHIP/DUES/TRAINING	518.00	3,834.64	5,500.00	1,665.36	69.7
10-41-190 MISCELLANEOUS EXPENSE	.00	263.72	7,000.00	6,736.28	3.8
10-41-192 BANK SERVICE CHARGES	.00	16.00	24.00	8.00	66.7
TOTAL ADMINISTRATION	13,626.47	171,764.89	235,222.00	63,457.11	73.0
<u>ELECTIONS</u>					
10-42-121 ELECTIONS - JUDGES	.00	.00	300.00	300.00	.0
10-42-131 ELECTION EXPENSES	.00	.00	100.00	100.00	.0
TOTAL ELECTIONS	.00	.00	400.00	400.00	.0
<u>JUDICIAL</u>					
10-44-211 MUNICIPAL JUDGE	250.00	2,500.00	3,000.00	500.00	83.3
10-44-220 COURT RELATED EXPENSES	.00	145.38	5,000.00	4,854.62	2.9
TOTAL JUDICIAL	250.00	2,645.38	8,000.00	5,354.62	33.1
<u>PUBLIC SAFETY</u>					
10-46-311 LAW ENFORCEMENT	.00	136,904.06	145,762.00	8,857.94	93.9
10-46-314 OFF DUTY OFFICER PATROLS	.00	.00	15,000.00	15,000.00	.0
10-46-400 ANIMAL CONTROL	.00	130.00	500.00	370.00	26.0
TOTAL PUBLIC SAFETY	.00	137,034.06	161,262.00	24,227.94	85.0

TOWN OF FOXFIELD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
10-48-451 PLANNING	57.50	3,105.00	5,000.00	1,895.00	62.1
10-48-452 ENGINEERING	1,400.00	14,489.25	20,000.00	5,510.75	72.5
10-48-453 CODE ENFORCEMENT	1,095.00	6,843.75	10,000.00	3,156.25	68.4
10-48-454 SNOW REMOVAL	.00	13,873.50	35,000.00	21,126.50	39.6
10-48-455 ROW AND ISLAND MAINTENANCE	5,600.73	50,364.61	65,000.00	14,635.39	77.5
10-48-456 TRAFFIC CONTROL/SIGNAGE	.00	.00	1,500.00	1,500.00	.0
10-48-457 BUILDING PERMIT EXPENSES	528.40	26,109.22	35,000.00	8,890.78	74.6
10-48-458 ST. CUT/ROW PERMIT EXPENSES	.00	.00	500.00	500.00	.0
10-48-459 STREET LIGHTS	155.99	1,122.45	1,400.00	277.55	80.2
10-48-460 ENGINEERING ROAD MAINTENANCE	1,226.75	6,728.25	5,000.00	(1,728.25)	134.6
10-48-461 GATE ELECTRICITY & MAINTENANCE	369.91	8,781.70	11,000.00	2,218.30	79.8
10-48-500 COMM EVENTS (PARADE,DIRECTORY)	.00	5,256.59	8,000.00	2,743.41	65.7
10-48-600 STORAGE UNIT	97.00	748.00	924.00	176.00	81.0
TOTAL PUBLIC WORKS	10,531.28	137,422.32	198,324.00	60,901.68	69.3
<u>CAPITAL EXPENDITURES</u>					
10-58-800 CAPITAL EXP > \$5,000.00	.00	.00	25,000.00	25,000.00	.0
TOTAL CAPITAL EXPENDITURES	.00	.00	25,000.00	25,000.00	.0
TOTAL FUND EXPENDITURES	24,407.75	448,866.65	628,208.00	179,341.35	71.5
NET REVENUE OVER EXPENDITURES	45,341.61	320,175.38	165,206.00	(154,969.38)	193.8

TOWN OF FOXFIELD
BALANCE SHEET
OCTOBER 31, 2024

OPEN SPACE FUND

ASSETS

22-10410	INVESTMENT ACCOUNT - COLOTRUST	287,614.84	
22-13120	DUE TO GENERAL FUND	(369.19)	
	TOTAL ASSETS		287,245.65

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
22-29800	FUND BALANCE	246,337.04	
	REVENUE OVER EXPENDITURES - YTD	40,908.61	
	BALANCE - CURRENT DATE	287,245.65	
	TOTAL FUND EQUITY		287,245.65
	TOTAL LIABILITIES AND EQUITY		287,245.65

TOWN OF FOXFIELD
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

OPEN SPACE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
22-30-130 ARAPAHOE CO OPEN SPACE DISTRIB	252.81	28,885.38	25,000.00	(3,885.38)	115.5
22-30-611 INTEREST EARNINGS	1,219.04	11,966.98	10,000.00	(1,966.98)	119.7
22-30-680 MISCELLANEOUS/OTHER INCOME	.00	56.25	.00	(56.25)	.0
TOTAL REVENUES	1,471.85	40,908.61	35,000.00	(5,908.61)	116.9
TOTAL FUND REVENUE	1,471.85	40,908.61	35,000.00	(5,908.61)	116.9

TOWN OF FOXFIELD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

OPEN SPACE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
22-40-511 MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
22-40-530 PLANNING	.00	.00	7,500.00	7,500.00	.0
22-40-620 IMPROVEMENTS	.00	.00	10,000.00	10,000.00	.0
TOTAL EXPENDITURES	.00	.00	21,500.00	21,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	21,500.00	21,500.00	.0
NET REVENUE OVER EXPENDITURES	1,471.85	40,908.61	13,500.00	(27,408.61)	303.0

TOWN OF FOXFIELD
BALANCE SHEET
OCTOBER 31, 2024

AMERICAN RESCUE PLAN FUND

ASSETS

23-10410	INVESTMENT ACCOUNT - COLOTRUST	68,791.15	
23-13120	DUE TO GENERAL FUND	20,508.00	
	TOTAL ASSETS		89,299.15

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
23-29800	FUND BALANCE	96,954.03	
	REVENUE OVER EXPENDITURES - YTD	(7,654.88)	
	BALANCE - CURRENT DATE	89,299.15	
	TOTAL FUND EQUITY		89,299.15
	TOTAL LIABILITIES AND EQUITY		89,299.15

TOWN OF FOXFIELD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

AMERICAN RESCUE PLAN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUE					
23-30-611	INTEREST INCOME	291.77	4,130.62	5,500.00	1,369.38	75.1
	TOTAL REVENUE	291.77	4,130.62	5,500.00	1,369.38	75.1
	TOTAL FUND REVENUE	291.77	4,130.62	5,500.00	1,369.38	75.1

TOWN OF FOXFIELD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

AMERICAN RESCUE PLAN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
GOVERNMENT SERVICES					
23-41-140 GOVT SERVICES- ADMIN EXP	.00	7,935.50	91,381.00	83,445.50	8.7
23-41-148 MUNICIPAL CODE UPDATES	.00	3,850.00	.00	(3,850.00)	.0
TOTAL GOVERNMENT SERVICES	.00	11,785.50	91,381.00	79,595.50	12.9
TOTAL FUND EXPENDITURES	.00	11,785.50	91,381.00	79,595.50	12.9
NET REVENUE OVER EXPENDITURES	291.77	(7,654.88)	(85,881.00)	(78,226.12)	(8.9)

TOWN OF FOXFIELD
BALANCE SHEET
OCTOBER 31, 2024

CTF

ASSETS

31-10410	INVESTMENT ACCOUNT - COLOTRUST	23,291.65	
31-13110	DUE FROM OTHER FUNDS	(1,903.95)	
	TOTAL ASSETS		21,387.70

LIABILITIES AND EQUITY

LIABILITIES

31-23110	DUE TO GENERAL FUND	1,438.80	
	TOTAL LIABILITIES		1,438.80

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
31-29800	FUND BALANCE	22,951.06	
	REVENUE OVER EXPENDITURES - YTD	(3,002.16)	
	BALANCE - CURRENT DATE	19,948.90	
	TOTAL FUND EQUITY		19,948.90
	TOTAL LIABILITIES AND EQUITY		21,387.70

FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

TOWN OF FOXFIELD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

CTF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES					
31-40-550 MAINTENANCE	.00	8,935.17	13,000.00	4,064.83	68.7
TOTAL EXPENDITURES	.00	8,935.17	13,000.00	4,064.83	68.7
TOTAL FUND EXPENDITURES	.00	8,935.17	13,000.00	4,064.83	68.7
NET REVENUE OVER EXPENDITURES	96.69	(3,002.16)	(4,400.00)	(1,397.84)	(68.2)



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: November 21, 2024

RE: Tenth Addendum to Agreement for Services with Terracare Associates

DISCUSSION:

On March 20, 2015, the Town of Foxfield entered into an Agreement for Services with Terracare Associates. Attached for approval is the Tenth Addendum to the Agreement for Services with Terracare that will be effective until December 31, 2025. This increase is approximately 3.18% from the 2024 rates.

Below is the history of price increases for the last 6 years:

2025	3.18%
2024	10%
2023	10%
2022	3.5%
2021	12%
2020	0%

Beginning with 2025 pricing, they are now using the CPI for their price increases unless there is a change in the scope of work that would require them to use a different rate.

SUGGESTED MOTION:

"I move to approve the Tenth Addendum and 2025 pricing agreement with Terracare Associates."

ATTACHMENTS:

Attachment A: Tenth Addendum to Agreement for Services with Terracare Associates and
Terracare 2025 Pricing

TENTH ADDENDUM TO AGREEMENT FOR SERVICES

THIS TENTH ADDENDUM TO AGREEMENT FOR SERVICES is made and entered into this day of _____, 2024, by and between the Town of Foxfield, State of Colorado (hereinafter referred to as the "Town") and Terracare Associates, (the "Contractor").

RECITALS:

- A. On March 20, 2015, the Town and Contractor entered into an Agreement for Services (the "Original Agreement").
- B. The parties desire to authorize an extension of the Original Agreement and the 2025 pricing approved in this Tenth Addendum until December 31, 2025.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall continue to provide services to the Town as provided in the Original Agreement and 2025 pricing in the Tenth Addendum.

- 1. The contract term for the Original Agreement is extended by this Addendum for one additional year, commencing January 1, 2025, and extending through and including December 31, 2025.
- 2. Contractor shall for the term of this Addendum provide the services set forth in **Attachment A** for a total contract price not to exceed \$78,980.33 in 2025. The pricing attachment contains a provision for Winter Watering of all spruce and pine trees in the amount of \$1,514.17 and snow removal services as needed, and further authorized by the Town. **Attachment A** attached hereto supersedes **Exhibit A** to the Original Agreement both as to the Scope of Services and as to the schedule of charges and fees set forth in the Original Agreement.
- 3. The Original Agreement is in full force and effect and is hereby ratified by the Town and the Contractor.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

TOWN OF FOXFIELD, COLORADO

By: _____
Lisa Jones, Mayor

ATTEST:

Monica Torres, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2023, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 20th day of March, 2015, by and between the Town of Foxfield, a Colorado statutory municipality, (the "Town"), and Terracare Associates, (the "Contractor").

RECITALS:

A. The Town requires personal services as more particularly described in the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by this reference (the "Project").

B. Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the Town services for the Project.

I. SCOPE OF SERVICES

Contractor shall furnish the labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A** to this Agreement.

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

The Town shall provide Contractor with reports and such other data as may be available to the Town and reasonably required by Contractor to perform hereunder. No Project information shall be disclosed by Contractor to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Contractor shall be returned to the Town. Contractor is authorized by the Town to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Town acknowledges that the Contractor's documents are an instrument of the services provided pursuant to this Agreement. Nevertheless, the documents prepared under this Agreement shall become the property of the Town upon completion of the services.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Contractor, the Town shall pay Contractor an amount not to exceed fifty-two thousand dollars (\$52,000.00). Payment shall be made in accordance with the schedule of charges and fees in **Exhibit A** to this Agreement, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee

specified herein shall include all fees and expenses incurred by Contractor in performing all services hereunder.

B. Contractor shall submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Contractor under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the Town no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment, pursuant to said late invoice, until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.

C. The Town has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of a timely invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Contractor's written notification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

This Agreement shall commence March 20, 2015, and shall terminate December 31, 2015, unless earlier terminated pursuant to Section XII below. This Agreement will renew for four (4) successive one (1) year contracts, subject to annual appropriation by the Board of Trustees. Notice of non-appropriation for the subsequent year shall be given by the Town no later than December 15

of the preceding year. The Town shall not pay any liquidated damages, penalties, or monetary damages as a result of terminating this Agreement.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute a material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by a written addendum to this Agreement executed by the Town. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation for such work, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

Any changed or additional services provided pursuant to written authorization from the Town shall be subject to all of the terms and conditions set forth in this Agreement; the not-to-exceed maximum fees provided in Section IV above shall be adjusted to reflect the changed or additional fees authorized for the changed or additional services.

VII. COMPLIANCE WITH LAW

The services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

VIII. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Town, its Board members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subconsultants, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the Town, its Board members, its officers, agents and employees from damages resulting from the negligence of the Board members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its Board members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or

subconsultants, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement, if professional services are provided. The Contractor is not obligated under this subparagraph IX.B. to indemnify the Town for the negligent acts of the Town, its Board members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its Board members, officials, officers, directors, agents and employees, the Town shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the Town, its Board members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. Contractor agrees to procure and maintain, during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by Contractor, pursuant to Section IX. Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations or types.

B. Contractor shall procure and maintain, during the life of this Agreement, for itself and any subconsultant, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor, pursuant to Section IX. Indemnification, above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease-policy limit, and Five Hundred Thousand Dollars (\$500,000) disease-each employee. If any work on the Project is sublet, the Contractor shall require each of its subconsultants to provide similar coverage for all of the subconsultant's employees to be engaged in such work. Evidence of

qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

2. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property during the policy period. The policy shall contain a severability of interests provision.

The policy required by this sub-paragraph 2. shall be endorsed to include the Town, its officers, employees and consultants as additional insureds. No additional insured endorsement to the policy required by this sub-paragraph 2. shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence, and One Million Dollars (\$1,000,000) aggregate with respect to each of the Consultant's owned, hired, and nonowned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided by the Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. The completed certificate of insurance shall be sent to:

Town of Foxfield
Attn: Town Clerk
P.O. Box 461450
Foxfield, Colorado 80046-1450

6. It is the affirmative obligation of the Contractor to notify the Town of Foxfield's Town Clerk, as provided in this Agreement, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

7. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement.

8. The parties hereto understand and agree that the Town, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently One Hundred Fifty Thousand Dollars (\$150,000) per person, and Six Hundred Thousand Dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or its employees.

X. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the Town's providing Contractor with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Contractor for all services previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Contractor.

XII. CONFLICT OF INTEREST

The Contractor shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

XIII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Arapahoe, State of Colorado.

XIV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the Town for any purposes.

XV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVI. ENTIRE AGREEMENT

This Agreement, and the attached **Exhibits A and B** are the entire Agreement between Contractor and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVII. NOTICE


Any notice or communication between Contractor and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Town of Foxfield
 Attn: Town Clerk
 P.O. Box 461450
 Foxfield, Colorado 80046-1450

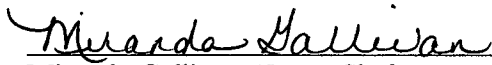
Contractor: Terracare Associates
 9742 Titan Park Circle
 Littleton, CO 80125

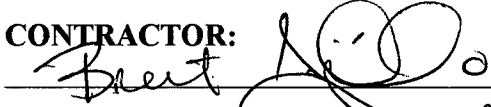
IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

TOWN OF FOXFIELD

By: 
Lisa Jones, Mayor

ATTEST:


Miranda Gallivan, Town Clerk

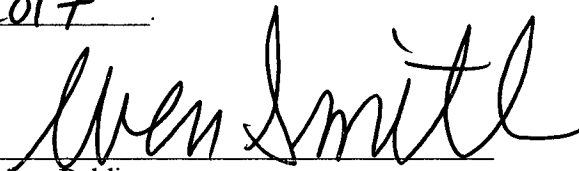
CONTRACTOR:
By: 
Name/Title: Brent Trujillo V.P.

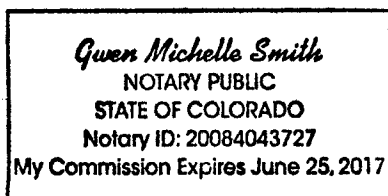
NOTARY BLOCK:

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 25th day of March,
2015 by Brent Trujillo as V.P. of Terracare Associates.
My commission expires: 6/25/2017.

SEAL


Notary Public





Town of Foxfield Landscape Services 2025

Item #	Maintenance Services	Per Occurrence Price 2025	# of Occ / Year	Price Per Year 2025
1	ROW - mow, trim, remove trash	\$6,194.34	6	\$37,166.04
2	Easements - mow, trim, remove trash (Added in 2020)	\$1,411.56	6	\$8,469.36
3	Arapahoe/Ring Road & Open Space - Mow, trim, spot spray or pull weeds as needed, remove trash and empty trash cans every two (2) weeks	\$2,315.05	6	\$13,890.30
4	Arapahoe/Ring Road & Open Space - Apply broadleaf weed spray. Bag thistle as needed. To include the section by drainageway.	\$1,414.61	2	\$2,829.22
5	Arapahoe/Ring Road & Open Space - Irrigation maintenance	\$132.65	8	\$1,061.20
6	Arapahoe/Ring Road & Open Space - Tunnel light bulbs replacement	\$100.12	2	\$200.24
7	Islands - Mow, weed eat, trim trees and bushes, spray or pull weeds, remove trash	\$350.38	12	\$4,204.56
8	Plant Health Care - Aphid & Mite Spray - All trees & Shrubs	\$1,101.22	2	\$2,202.44
9	Plant Health Care - Pine Beetle Spray - All trees	\$1,506.65	2	\$3,013.30
10	Plant Health Care - Tree fertilizer with Myorrhizae	\$2,259.99	1	\$2,259.99
11	Dog waste stations (6) - Empty/service stations weekly	\$70.84	52	\$3,683.68
Total:				\$78,980.33

Twelve equal Monthly Payments \$6,581.69

Item #	Additional Maintenance Services	Per occurrence 2025	# of Occ / Year	Price Per Year 2025
1	Winter Water All Spruce and Pines October-March.	\$1,514.17	Must be pre-authorized by the Town	
2	Snow Removal Services 2025	See Attached Rates		

By: _____
Terracare Associates, LLC.
Authorized Signature

DATE

By: _____
Town of Foxfield
Authorized Signature

DATE



2025 (5006 PI) SNOW PRICING

SNOW MAINTENANCE

2025

<u>\$ 160.00</u>	<u>Per hour, pick-up truck with 7.5 foot plows</u>
<u>\$ 74.00</u>	<u>Per hour, hand shoveling laborer</u>
<u>\$ 160.00</u>	<u>Per hour, Sander/Ice Slicer truck, plus materials at \$317.00 ton</u>
<u>\$ 74.00</u>	<u>Per hour, ice melt plus material at \$1.25/lb.</u>
<u>\$ 104.00</u>	<u>Per hour, snow blower or broom</u>
<u>\$ 125.00</u>	<u>Per hour, ATV w/blade</u>
<u>\$ 193.00</u>	<u>Per hour, Skid Steer or tractor with bucket</u>
<u>\$ 293.00</u>	<u>Per hour, front end loader, 3 yard</u>
<u>\$ 320.00</u>	<u>Per hour, front end loader, 3 yard with 12 foot pusher</u>
<u>\$ 299.00</u>	<u>Per hour, dump truck 10 yard</u>
<u>\$ 240.00</u>	<u>Per hour, dump truck 5 yard with plow</u>
<u>\$ 160.00</u>	<u>Per hour, UTV w/ blade</u>

These are our hourly rates for the 2025 snow maintenance season. There is a one (1) hour minimum charge per job site.



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Monica Torres, Town Clerk

DATE: November 21, 2021

RE: 2025 Agreement for Law Enforcement Services

DISCUSSION:

Attached for Board consideration is the 2025 Agreement for Law Enforcement Services between the Town of Foxfield and the Arapahoe County Sheriff's Office. The amount due for 2025 is \$138,019.83.

RECOMMENDED MOTION:

"I move to approve the 2025 Agreement for Law Enforcement Services as presented."

ATTACHMENT:

Exhibit A: 2025 Agreement for Law Enforcement Services

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT made and entered into by and between the TOWN OF FOXFIELD, a municipal corporation of the State of Colorado, (hereinafter referred to as "Foxfield") and BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, on behalf of the ARAPAHOE COUNTY SHERIFF'S OFFICE (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Section 30-11-410, C.R.S. as amended, authorizes the County to contract with a municipality for the purpose of providing law enforcement by the Sheriff within the boundaries of the municipality; and

WHEREAS, Foxfield is without monetary means to provide for the employment of any full-time law officers; and

WHEREAS, Foxfield has requested that the County, through the Arapahoe County Sheriff, provide law enforcement services which the parties agree are contemplated in section 30-11-410, C.R.S.,

WHEREAS, the County, in the interest of the health, safety and welfare of the residents of the Town of Foxfield, deems it advisable to enter into this Agreement for Law Enforcement Services; and

WHEREAS, the County has determined to execute future agreements on a fiscal year basis.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. The Arapahoe County Sheriff ("Sheriff") shall provide law enforcement within the boundaries of Foxfield within Arapahoe County commencing January 1, 2025.
2. The type of law enforcement services to be provided by the Sheriff, within the boundaries of Foxfield situated in Arapahoe County, shall be similar to the law enforcement services provided in unincorporated areas of the County of Arapahoe and will include law enforcement communication center services, but shall not include enforcement of municipal ordinances. The Sheriff shall utilize, to the best of his ability and judgment, the manpower and equipment presently at his disposal in order to provide said law enforcement services. Offenders shall be cited into the Town of Foxfield Municipal Court, District Court or the County Court of Arapahoe County as appropriate.

- A. The law enforcement services provided under this Agreement shall not include non-routine law enforcement services associated with special events sponsored by or approved by Foxfield. For such events, it is expressly understood that Foxfield shall consult with the Sheriff's staff regarding such event(s) and any law enforcement needs associated with the events that exceed routine service levels. Foxfield shall negotiate a separate agreement with the Sheriff's Office for any temporary or off-duty services required for such events that exceed routine service levels. For purposes of this Agreement, "special events" and/or "non-routine service levels" shall mean events sponsored or approved by Foxfield with an expected or actual attendance of more than five thousand people.

3. The term of the Agreement shall commence as of January 1, 2025 and shall end as of December 31, 2025.

4. For the law enforcement services provided under this Agreement, Foxfield shall pay to the County \$138,019.83 for the term of this Agreement, which includes dispatch services. Payment of said \$138,019.83 shall be made to the County in full upon execution of this Agreement by Foxfield.

5. The services provided pursuant to this Agreement shall be performed by the deputies of the Arapahoe County Sheriff. The Sheriff's staff shall be responsible for maintaining all records relating to the services performed.

6. The County is, and shall at all times be deemed to be, an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer or employee between Foxfield and the County or any of the County's agents or employees. To the extent this Agreement creates a principal-agent relationship between the County and Foxfield, such relationship confers on the County and its employees the authority to act on Foxfield's behalf only as to matters covered by this Agreement. The County shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services by the County. Nothing in this Agreement shall make any employee of Foxfield a County employee or any employee of the County a Foxfield employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges accorded County or Foxfield employees by virtue of their employment.

7. Nothing in this Agreement shall be construed as a waiver by either party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S. ("CGIA") as same may be amended from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law. If any waiver by Foxfield results in a waiver of protections afforded to the County, Foxfield shall, to the extent allowed by law, indemnify and hold harmless the County for such actions. If any waiver by the County results in a waiver of the protections afforded to

Foxfield, the County shall, to the extent allowed by law, indemnify and hold harmless Foxfield for such actions. Further, the County shall not be responsible for any claim against Foxfield which arises out of services not performed by the County pursuant to this Agreement.

8. The County does not intend by the Agreement to assume any contractual obligations to anyone other than Foxfield, and Foxfield does not intend by the Agreement to assume any contractual obligation to anyone other than the County. The County and Foxfield do not intend that there be any third-party beneficiary to this Agreement.

9. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.

10. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.

11. Foxfield is not responsible for Worker's Compensation claims of Sheriff's employees working under this Agreement. The County shall procure and maintain Worker's Compensation insurance for such employees as required under Colorado law.

12. Foxfield agrees to carry Comprehensive General Liability Insurance with a minimum \$1,000,000.00 limit of liability. Arapahoe County and the Arapahoe County Sheriff and his employees will be additional insureds under this policy. Foxfield shall provide the County with a Certificate reflecting that coverage.

13. Foxfield agrees to continue to maintain its Liability Reserve Escrow Fund ("Fund"), as established pursuant to the 1997 calendar year Agreement for Services and maintained in subsequent Agreements.

A. If the County or Sheriff or his staff incur and/or receive any costs, attorney's fees, damages, judgments or awards as the result of Sheriff's employees performing work under the Agreement, and said amounts are not covered by the Foxfield's liability insurance for Sheriff's employees, Foxfield agrees to pay up to the total amount of money existing in the Fund at the time to the County for said costs, attorney's fees, damages, judgments or awards, including but not limited to, the costs of defense. Foxfield's obligation to indemnify pursuant to this paragraph, and to provide insurance coverage where applicable, shall survive the termination of this Agreement.

14. Foxfield further agrees to carry Comprehensive General Liability Insurance and Workers Compensation for its town employees for the duration of this Agreement as well as for two years after the Sheriff's services terminate. Foxfield shall provide the County with certificates of insurance reflecting that coverage.

15. Either party may terminate this Agreement with or without good cause shown upon 30 days written notice to the other party prior to termination. In the event of

termination by the County, no damages, liquidated or otherwise, shall inure to the benefit of the County; however, the County will refund a pro-rated portion of the fee paid pursuant to paragraph 4 above.

16. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.

17. Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, with sufficient postage, to the following persons:

For County: Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120

And (send to both)

Arapahoe County Sheriff's Office
13101 E. Broncos Parkway
Centennial, CO 80112

For Foxfield: Town of Foxfield
P.O. Box 461450
Foxfield, CO 80046

EXECUTED this _____ day of _____, 20____.

ATTEST:

TOWN OF FOXFIELD

Town Clerk Date

Mayor Date

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE

Carrie Warren-Gully, Chair Date



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Monica Torres, Town Clerk

DATE: November 21, 2024

RE: Ordinance 2024-02 A Bill for an Ordinance amending Article 4 of Chapter 16 of The Town of Foxfield Municipal Code by the addition thereto of a new section 16-4-80 entitled "Natural Medicine Businesses"

DISCUSSION:

Attached for discussion is Ordinance 2024-02. This ordinance amends article 4 of Chapter 16 of the Foxfield Municipal Code to authorize the Town to regulate the time, place and manner of the operation of licenses issued pursuant to the Natural Medicine Code. As of December 30, 2022, personal use and possession of natural medicine by adults 21 years of age or older was no longer a crime in Colorado; so, any adult 21 years or older could grow, cultivate, process, store, use, transport and ingest natural medicine. C.R.S. § 12-170-107(1) allows the Town to regulate "time, place and manner" for these facilities.

RECOMMENDED MOTION:

No recommended motion yet as this is the first hearing.

ATTACHMENT:

Exhibit A: Ordinance 2024-02

Trustee Bill No. 02
Series of 2024
Town of Foxfield

Introduced by Trustee

A BILL FOR AN ORDINANCE AMENDING ARTICLE 4 OF CHAPTER 16 OF THE TOWN OF FOXFIELD MUNICIPAL CODE BY THE ADDITION THERETO OF A NEW SECTION 16-4-80 ENTITLED "NATURAL MEDICINE BUSINESSES"

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF FOXFIELD, COLORADO:

Section 1. The Town of Foxfield Municipal Code is amended by the addition thereto of a new Section 16-4-80 to read as follows:

16-4-80 – Natural Medicine Businesses

(a) Authority and Purpose. The Colorado Natural Medicine Code, C.R.S. § 44-50-101, *et seq.* (the "CNMC") specifically authorizes the Town to regulate the time, place and manner of the operation of licenses issued pursuant to the Natural Medicine Code. The purpose of this Section is to regulate the time, place and manner where natural medicine and natural medicine healing centers are provided.

(b) Definitions. For purposes of this Section, the following terms shall have the following meanings:

Natural medicine means psilocybin or psilocyn and other substances described in the CNMC as natural medicine.

Natural medicine business means any of the following entities licensed under the CNMC: a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.

Natural medicine healing center means a facility where an entity is licensed by the state licensing authority that permits a facilitator, as defined by the CNMC, to provide and supervise natural medicine services for a participant, as defined by the CNMC, which includes a participant consuming and experiencing the effects of regulated natural medicine or a regulated natural medicine product under the supervision of a facilitator.

Natural medicine product means a product infused with natural medicine that is intended for consumption, as provided by the CNMC.

Natural medicine services mean a preparation session, administrative session, and integration session, as provided by the CNMC.

Participant means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a facilitator, as provided by the CNMC.

Regulated natural medicine means natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by the CNMC.

Regulated natural medicine product means a natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by the CNMC.

State licensing authority means the authority created under the CNMC for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transfer, and dispensation of regulated natural medicine and regulated natural medicine product, as provided by the CNMC.

(c) Operation.

- (1) *Hours*: Natural medicine businesses shall only operate between the hours of 8:00 a.m. to 8:00 p.m., Monday through Saturday.
- (2) *Public view*: All doorways, windows and other openings of a natural medicine business shall be located, covered, or screened in such a manner to prevent a view into the interior from any exterior public or semipublic area. All activities shall occur indoors.
- (3) *Lighting*: Primary entrances, parking lots and exterior walkways of a natural medicine business shall be clearly illuminated with downward facing security lights to provide after-dark visibility for facilitators, participants, and employees.
- (4) *Storage*: All storage of natural medicine shall be located within a permanent building, and not a trailer, tent, or motor vehicle.
- (5) *Odor*: Natural medicine businesses shall use an air filtration and ventilation system designed to ensure that the odors from natural medicine, natural medicine products, natural medicine healing, and natural medicine healing products are confined to the premises and are not detectable beyond the property boundaries on which the business is located.

(6) *Disposal*: Natural medicine businesses shall provide secure disposal of natural medicine and natural medicine product remnants or by-products. Natural medicine and natural medicine product remnants or by-products shall not be placed in an exterior refuse container.

(7) *Processing*:

- a. The processing of natural medicine that includes the use of hazardous materials, including without limitation flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.
- b. Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located, or the exterior walls of the processing facility associated with the processing of natural medicine or natural medicine healing products.
- c. The processing of natural medicine shall meet the requirements of all adopted Town building codes and other applicable law.

(d) *Violation and Penalty*. It is unlawful to violate this Section. Violations of this Section shall be subject to the civil penalties set forth in Section 1-4-20 of this Code. Each day of violation shall constitute a separate offense.

Section 2. The Town Board of Trustees hereby finds, determines, and declares that this Ordinance is promulgated under the general police powers of the Town of Foxfield, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare.

Section 3. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This ordinance shall become effective thirty (30) days after final publication.

Adopted as Ordinance No. ____ Series of 2024, by the Board of Trustees of Foxfield, Colorado, and signed and approved by its Mayor or presiding officers this ____ day of _____, 2024.

Lisa Jones, Mayor

ATTEST:

Monica Torres, Town Clerk

Town Seal

Corey Y. Hoffmann, Town Attorney
(Approved as to Form)