



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/govmeetings)

Thursday, November 7, 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 – October 17, 2024
5. For Possible Action
 - a. Approval of the Tenth Addendum For Services with Terracare
6. Reports
 - a. Members of Town Board
 - b. Staff

7. 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

8. Adjournment

STUDY SESSION – Draft 2025 Proposed Budget



BOARD OF TRUSTEES MEETING MINUTES

October 17th, 2024

Call to Order

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

1. Pledge of Allegiance

2. Roll Call

The following Trustees were present in person: Mayor Jones, Trustee Thompson, Trustee Cockrell, Trustee Hodge, 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 Cockrell. The motion passed unanimously.

5. For Discussion

None

6. Reports

a. Members of Town Board

- i. Mayor Jones asked about flagging and markings on Richfield. The Clerk informed the board of a ROW permit that came in from Martson Construction LLC. She stated that a report for code enforcement will be sent at the end of the month. Mayor Jones asked for an update for the parking lot and Trustee Thompson said the sewer is being done currently.
- ii. Trustee Cockrell gave a DRCOG update.
- iii. Trustee Hodge asked if any activities have been planned around Halloween in the past like a hayride. Mayor Jones stated that we have had some gatherings in the past, but now there are issues surrounding food. Trustee Cockrell informed them that we had a trunk or treat at OLOL in the past but not anymore as it was not well attended by Foxfield residents. Trustees decided to inquire at the 2025 4th of July event if

anyone in town has a tractor to host a hayride. It was suggested that the Board make an event calendar in early January.

- iv. Trustee Pakanati – shared a report of a concerned resident regarding digging going on with no permit. He asked about white lines at stop signs being updated and Trustee Cockrell stated that this was expensive and not necessary according to code.

b. Staff.

i. Town Administrator Proctor

- 1. Ms. Proctor stated that the 2025 Proposed Budget has been sent out and to send her any questions or comments. A study session will take place on November 7th. There is only one meeting in December, December 12th. Road work has been completed and came in under budget. There are smaller cracks that could be covered by the remaining budget. Trustees agreed that this work should be done if it can be completed with the remaining budget and weather permitting.

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 6:56 p.m.



Monica Torres, Town Clerk



Lisa Jones, Town Mayor



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: November 7, 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 10% from the 2024 rates.

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 \$84,201.21 in 2025. The pricing attachment contains a provision for Winter Watering of all spruce and pine trees in the amount of \$1,614.25 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)
COUNTY OF Douglas)ss.

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

Gwen Michelle Smith
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084043727
My Commission Expires June 25, 2017



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	\$6,603.77	6	\$39,622.62
2	Easements - mow, trim, remove trash (Added in 2020)	\$1,504.87	6	\$9,029.22
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	\$2,468.07	6	\$14,808.42
4	Arapahoe/Ring Road & Open Space - Apply broadleaf weed spray. Bag thistle as needed. To include the section by drainageway.	\$1,508.11	2	\$3,016.22
5	Arapahoe/Ring Road & Open Space - Irrigation maintenance	\$141.42	8	\$1,131.36
6	Arapahoe/Ring Road & Open Space - Tunnel light bulbs replacement	\$106.73	2	\$213.46
7	Islands - Mow, weed eat, trim trees and bushes, spray or pull weeds, remove trash	\$373.54	12	\$4,482.48
8	Plant Health Care - Aphid & Mite Spray - All trees & Shrubs	\$1,174.01	2	\$2,348.02
9	Plant Health Care - Pine Beetle Spray - All trees	\$1,606.24	2	\$3,212.48
10	Plant Health Care - Tree fertilizer with Myorrhizae	\$2,409.37	1	\$2,409.37
11	Dog waste stations (6) - Empty/service stations weekly	\$75.53	52	\$3,927.56
Total:				\$84,201.21

Twelve equal Monthly Payments \$7,016.77

Item #	Additional Maintenance Services	Per occurrence 2025	# of Occ / Year	Price Per Year 2025
1	Winter Water All Spruce and Pines October-March.	\$1,614.25	Must be pre-authorized by the Town	
2	Snow Removal Services 2025	See Attached Rates		

By: 
 Terracare Associates, LLC.
 Authorized Signature

01 Nov 2024
 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: Karen Proctor, Town Administrator

DATE: November 7, 2024

RE: 2025 Proposed Budget

DISCUSSION:

The Board received the proposed 2025 budget on October 15th, 2024.

Attached is a revised 2025 proposed budget and the roadway maintenance update memo from SEH.

A public hearing and final reading of the proposed 2025 budget will be held on December 12th, 2024.

ATTACHMENTS:

Exhibit A – 2025 Proposed Budget Draft

Exhibit B – Foxfield Roadway 2025 Update Memo from SEH

TOWN OF FOXFIELD
2025 Proposed Budget

	2023 Actual	2024 Estimated	2025 Proposed Budget
GENERAL FUND			
Beginning Fund Balance	1,131,856	1,465,757	1,622,161
Revenues:			
Taxes and Franchise Fees	653,510	590,597	586,920
Licenses and Permits	131,231	40,878	41,930
Intergovernmental	49,399	38,544	37,472
Charges for Services	335	50	150
Fines	400	100	500
Miscellaneous	77,658	72,010	72,500
Total Revenues	912,534	742,178	739,472
Total Revenues and Fund Balance	2,044,390	2,207,935	2,361,633
Expenditures:			
Administration	205,800	234,789	238,184
Elections	0	0	0
Judicial	2,555	4,000	8,000
Public Safety	122,221	142,204	148,520
Public Works	248,057	204,781	212,824
Capital	0	0	0
Total Expenditures	578,634	585,774	607,527
Ending Fund Balance	1,465,757	1,622,161	1,754,105
ROAD MAINTENANCE FUND			
Beginning Fund Balance	46,851	127,587	292,587
Revenues	201,344	190,000	190,000
Total Revenues and Fund Balance	248,195	317,587	482,587
Expenditures:			
Crack Seal/Chip Seal	102,860	18,000	26,312
Other Road Maintenance	17,748	7,000	20,000
Total Expenditures	120,608	25,000	46,312
Ending Fund Balance	127,587	292,587	436,275

OPEN SPACE FUND			
Beginning Fund Balance	210,336	246,337	287,026
Revenues	40,001	40,689	35,000
Total Revenues and Fund Balance	250,337	287,026	322,026
Expenditures:			
Maintenance	4,000	0	4,000
Improvements	0	0	10,000
Planning	0	0	7,500
Engineering and Design	0	0	0
Total Expenditures	4,000	0	21,500
Ending Fund Balance	246,337	287,026	300,526

CONSERVATION TRUST FUND			
Beginning Fund Balance	24,240	22,873	18,673
Revenues	11,711	8,800	8,800
Total Revenues and Fund Balance	35,951	31,673	27,473
Expenditures:			
Improvements	0	0	0
Legal	0	0	0
Planning & Engineering	0	0	0
Maintenance	13,078	13,000	17,000
Total Expenditures	13,078	13,000	17,000
Ending Fund Balance	22,873	18,673	10,473

AMERICAN RESCUE PLAN FUND			
Beginning Fund Balance	159,881	96,954	62,054
Revenues	7,899	5,100	5,500
Total Revenues and Fund Balance	167,781	102,054	67,554
Expenditures:			
Government Services	70,827	40,000	67,554
Small Business Grants	0	0	0
Water, Sewer, Broadband Infrastructure	0	0	0
Total Expenditures	70,827	40,000	67,554
Ending Fund Balance	96,954	62,054	0

Budget Worksheet
2025

2025 PROPOSED BUDGET							
Account	Account Title	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Proposed Budget	Description
GENERAL FUND							
Taxes and Franchise Fees							
	Assessed Value	24,014,414	23,501,605	27,479,739	27,479,739	27,703,700	
	Mill Levy	4.982	4.982	4.982	4.982	4.982	
10-31-111	Current Property Tax	119,777	117,456	136,904	141,610	138,020	Provided by the county
10-31-121	Specific Ownership Tax	7,553	7,672	7,000	7,000	7,000	County collected. Basically property tax on type of vehicle. Year and taxable value determine these fees. Taxable value is determined by taking 85% of the suggested retail price.
10-31-161	Xcel Franchise Fee	12,021	15,588	10,000	10,000	10,000	
10-31-162	CORE Franchise Fee	24,086	24,061	22,000	22,000	22,000	
10-31-163	Cable Television Fees	5,301	5,725	4,800	4,800	4,800	Comcast
10-31-191	Current Property Tax Interest	273	227	100	187	100	Interest on property tax
10-31-311	Sales Tax	415,234	393,325	275,000	380,000	380,000	3.75% on purchases made in the town or delivered into the town.
10-31-312	Use Tax	24,456	89,457	25,000	25,000	25,000	Three percent (3%) imposed only for the privilege of storing, using or consuming within the Town any construction and building materials greater than \$20,000.
		608,701	653,510	480,804	590,597	586,920	
Licenses and Permits							
10-32-211	Liquor Licenses	298	545	350	598	350	2 licenses + special events
10-32-215	Business Licenses	470	170	210	280	280	\$35 annual fee per business
10-32-218	Sign Permits	0	0	0	0	0	
10-32-219	Communique Ads	0	0	0	0	0	
10-32-221	Building Permits	37,381	127,566	40,000	40,000	40,000	
10-32-222	Street Cut Permits/ROW	(254)	900	300	0	300	
10-32-223	Grading Permits	150	300	150	0	150	
10-32-224	Zoning Review	1,200	0	100	0	100	Costs billed through building permit
10-32-225	Engineering Review	1,515	1,000	500	0	500	Costs billed through building permit
10-32-226	Driveway Permits	1,100	750	250	0	250	

Budget Worksheet
2025

Account	Account Title	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Proposed		Description
						Budget		
		41,861	131,231	41,860	40,878	41,930		
Intergovernmental								
10-33-321	Motor Vehicle Registration Fees	3,798	5,194	3,500	3,500	3,500		County collected
10-33-342	Cigarette Tax	1,047	1,285	1,000	800	1,000		State derived
10-33-350	Severance Tax	885	1,160	600	663	600		
10-33-352	Highway User Tax	38,542	36,603	20,000	26,954	25,672		Based on the # of vehicles and street miles in each community relative to the same statistics in other municipalities and the CO Dept of Transportation revenue estimates.
10-33-360	Mineral Lease	230	289	200	127	200		
10-33-371	County Road/Bridge Levy	5,751	4,868	6,500	6,500	6,500		Shareback from Arapahoe County
		50,254	49,399	31,800	38,544	37,472		
Charges for Services								
10-35-510	Traffic Court Revenues	1,132	400	500	100	500		
10-35-540	Chargeback Administration Fee	1,255	335	150	50	150		SafeBuilt & SEH
		2,387	736	650	150	650		
Miscellaneous								
10-36-600	Gate Violations	1,800	2,935	1,500	700	700		
10-36-601	Gate Tags	0	1,261	800	800	800		
10-36-611	Interest Earnings	21,439	67,558	60,000	70,000	70,000		estimated approximtely 5%
10-36-680	Miscellaneous/Other Income	1,277	397	1,000	500	1,000		Pinnacol dividend, IREA cap credit
10-36-681	MFSD Youth Program Distribution	7,223	0	0	0	0		
10-36-683	DOLA Grant- Municipal Code	0	5,492	0	0	0		
10-36-684	CO Plastic Bag Fee	0	16	0	10	0		
		31,738	77,658	63,300	72,010	72,500		
	TOTAL REVENUES	734,942	912,534	618,414	742,178	739,472		

Budget Worksheet
2025

Account	Account Title	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Proposed		Description
						Budget		
Administration								
10-41-110	Personnel Expenses	143,061	142,425	158,760	170,000	163,760		3% salary increases
10-41-116	Payroll Taxes (7.65%)	10,944	10,896	12,145	13,005	12,528		
10-41-118	Workers Compensation Ins.	810	1,063	900	900	900		Pinnacle
10-41-120	Supplies/Materials	214	566	1,500	1,000	1,500		Budget for laptop included
10-41-130	Postage/Bulk Mail Charges	453	508	550	550	550		PO Box Rental
10-41-140	Printing	0	118	100	110	100		
10-41-143	Municipal Code Supplements	1,930	9,103	3,000	0	3,000		New ordinances
10-41-145	Legal Notices	107	183	250	100	250		
10-41-148	Recording Fees	0	0	50	50	50		
10-41-151	Audit	7,000	7,000	7,750	7,000	7,750		John Cutler and Associates
10-41-152	Legal	14,270	8,689	15,000	10,000	15,000		HPWC
10-41-160	County Treasurer Fees	1,201	1,177	1,458	1,500	1,380		1% of current property tax revenue
10-41-170	Communications/IT	4,115	9,548	9,000	9,000	9,000		Caselle, Laserfiche, TextMyGov
10-41-171	Telephone/Internet	1,537	271	1,500	500	1,500		Clerk's office
10-41-172	E-mail Server	521	523	550	550	550		
10-41-180	Insurance	7,082	8,263	10,185	10,000	9,842		CIRSA Property/Casualty and volunteer medical
10-41-182	Membership/Dues/Training	3,923	4,572	5,500	5,500	5,500		DRCOG, CGFOA, CMCA, CML, IIMC, Conferences and training
10-41-190	Miscellaneous Expense	2,663	887	7,000	5,000	5,000		
10-41-192	Bank Service Charges	24	10	24	24	24		
		199,855	205,800	235,222	234,789	238,184		
Elections								
10-42-121	Elections - Judges	0	0	300	0	0		
10-42-131	Election Expenses	0	0	100	0	0		
		0	0	400	0	0		
Judicial								
10-44-211	Judge	3,000	2,000	3,000	3,000	3,000		\$250/month
10-44-220	Court Related Expenses	227	555	5,000	1,000	5,000		
		3,227	2,555	8,000	4,000	8,000		

Budget Worksheet
2025

Account	Account Title	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Proposed		Description
						Budget		
Public Safety								
10-46-311	Law Enforcement	119,663	117,085	145,762	136,904	138,020		IGA with Arapahoe County Sherriff
10-46-314	Off Duty Officer Patrols	16,548	5,006	15,000	5,000	10,000		
10-46-400	Animal Control	455	130	500	300	500		
		136,665	122,221	161,262	142,204	148,520		
Public Works								
10-48-451	Planning	315	2,146	5,000	5,000	5,000		SafeBuilt
10-48-452	Engineering	10,635	24,977	20,000	20,000	20,000		SEH
10-48-453	Code Enforcement	10,826	10,129	10,000	10,000	10,000		SafeBuilt
10-48-454	Snow Removal	38,460	15,496	35,000	35,000	35,000		Terracare
10-48-455	ROW and Island Maintenance	54,502	67,034	65,000	65,000	72,000		Terracare monthly contract
10-48-456	Traffic Control/Signage	4,270	1,548	1,500	1,000	1,500		Sign placement and repair
10-48-457	Building Permit Expenses	28,101	95,649	35,000	35,000	35,000		SafeBuilt
10-48-458	St. Cut/ROW Permit Expenses	0	0	500	0	500		
10-48-459	Street Lights	1,434	1,680	1,400	1,400	1,400		Lewiston Way and Parker Road
10-48-460	Engineering Road Maintenance	13,867	8,797	5,000	12,457	12,500		SEH pavement mgmt
10-48-461	Gates Electricity and Maintenance	4,095	4,995	11,000	11,000	11,000		\$10,000 Maintenance, \$1,000 Electricity
10-48-462	MHSD Expense	0	6,803	0	0	0		
10-48-500	Community Events	4,283	7,988	8,000	8,000	8,000		Parade, Chili Fest, Spring Event, Spring & Fall Clean-ups
10-48-600	Storage Unit	590	815	924	924	924		\$77/month
		171,377	248,057	198,324	204,781	212,824		
Capital								
10-58-800	Capital Exp > \$5,000.00	0	0	0	0	0		
10-58-801	Capital Exp < \$5,000.00	3,319	0	0	0	0		
		3,319	0	0	0	0		
	TOTAL EXPENDITURES	514,443	578,634	603,208	585,774	607,527		
	REVENUES LESS EXPENDITURES	220,499	333,901	15,206	156,404	131,944		

Budget Worksheet
2025

<u>Account</u>	<u>Account Title</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Estimate</u>	<u>2025 Proposed Budget</u>	<u>Description</u>
ROAD MAINTENANCE FUND							
<u>Account</u>	<u>Account Title</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Estimate</u>	<u>2025 Proposed Budget</u>	<u>Description</u>
	Beginning Fund Balance	120,811	46,851	19,759	127,587	292,587	
	Village Center Sales Tax	199,722	201,344	175,000	190,000	190,000	
	TOTAL REVENUES	199,722	201,344	175,000	190,000	190,000	
	Crack Seal	8,000	16,722	18,000	18,000	26,312	
	Chip Seal	225,034	86,139	0	0	0	
	Other Road Maintenance	40,648	17,748	7,000	7,000	20,000	
	TOTAL EXPENDITURES	273,682	120,608	25,000	25,000	46,312	
	Ending Fund Balance	46,851	127,587	169,759	292,587	436,275	
OPEN SPACE FUND							
<u>Account</u>	<u>Account Title</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Estimate</u>	<u>2025 Proposed Budget</u>	<u>Description</u>
22-30-130	Arapahoe CO Open Space Distrib	25,758	27,866	25,000	28,633	25,000	
22-30-611	Interest Earnings	3,624	12,135	10,000	12,000	10,000	
22-30-680	Miscellaneous/Other Income	0	0	0	56	0	
	TOTAL REVENUES	29,382	40,001	35,000	40,689	35,000	
22-40-511	Maintenance	1,245	4,000	4,000	0	4,000	Weed mitigation, cleanup
22-40-530	Planning	0	0	7,500	0	7,500	Easter Trail Study
22-40-620	Improvements	97	0	10,000	0	10,000	New plantings
22-40-630	Engineering and Design	0	0	0	0	0	
	TOTAL EXPENDITURES	1,342	4,000	21,500	0	21,500	
	REVENUES LESS EXPENDITURES	28,040	36,001	13,500	40,689	13,500	

Budget Worksheet
2025

<u>Account</u>	<u>Account Title</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Estimate</u>	<u>2025 Proposed Budget</u>	<u>Description</u>
CONSERVATION TRUST FUND							
		<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Estimate</u>	<u>2025 Proposed Budget</u>	<u>Description</u>
31-30-611	Interest Earnings	439	1,221	800	1,000	1,000	
31-30-634	CTF Distribution	9,618	10,489	7,800	7,800	7,800	
31-30-680	Miscellaneous/Other Income	0	0	0	0	0	
	TOTAL REVENUES	10,057	11,711	8,600	8,800	8,800	
31-40-520	Improvements	0	0	0	0	0	
31-40-525	Legal	0	0	0	0	0	
31-40-530	Planning & Engineering	0	0	0	0	0	
31-40-550	Maintenance	13,000	13,078	13,000	13,000	17,000	20% of Terracare contract, IREA, ACWWA
	TOTAL EXPENDITURES	13,000	13,078	13,000	13,000	17,000	
	REVENUES LESS EXPENDITURES	(2,943)	(1,367)	(4,400)	(4,200)	(8,200)	
AMERICAN RESCUE PLAN FUND							
		<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Estimate</u>	<u>2025 Proposed Budget</u>	<u>Description</u>
23-30-150	American Rescue Plan Funds	98,278	0	0	0	0	
23-30-611	Interest Income	2,590	7,899	5,500	5,100	5,500	
	TOTAL REVENUES	100,868	7,899	5,500	5,100	5,500	
23-411-40	Government Services	6,026	70,827	91,381	40,000	67,554	Master Plan and Code Update
23-42-140	Small Business Grants	20,000	0	0	0	0	
23-484-51	Water Sewer Broadband Exp	0	0	0	0	0	
	TOTAL EXPENDITURES	26,026	70,827	91,381	40,000	67,554	
	REVENUES LESS EXPENDITURES	74,842	(62,927)	(85,881)	(34,900)	(62,054)	



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MEMORANDUM

TO: Town of Foxfield

FROM: Blayne Risk, PE (Lic. CO)

DATE: November 1, 2024

RE: 2025 Pavement Maintenance Plan

This memo summarizes the Town of Foxfield's pavement maintenance program since 2012, provides recommendations for 2025 pavement maintenance program and initial planning for future years.

Background

From 2003, when the Town streets were paved, until 2012 the Town of Foxfield maintained streets with an annual crack sealing and patching program. In 2012 the Town contracted with Terracon to conduct a field investigation and develop a pavement condition index of your ten miles of streets. A Pavement Condition Index (PCI) is a numerical scale from 1-100 by which pavement condition is rated either very poor, poor, good, very good or excellent. At that time all streets were rated fair or better, which is to be expected for properly constructed pavement less than 10 years old. At that time the Town decided to develop a more formal pavement management program for roadway treatments to maintain your pavement condition at fair (PCI of 55) or better.

In the summer of 2012 SEH conducted an evaluation of the roadways and ranking based on the PCI, traffic level and field observations. We provided a multi-year program to chip seal all streets. Chip seal provides a first line of defense for an on-going program improving the wearing ability of roadways, extending the pavement life and reducing cracking. It is about 15% of the cost of an overlay and is appropriate for roadways in fair condition. The initial program was developed to be implemented over three years; however the Town chose to chip seal all streets over two summers in 2013 and 2014. Prior to chip seal placement failing areas were patched, larger cracks (over 1 inch wide) were milled and patched, and crack seal material was placed. Two different sizes of chip (1/4" or 3/8") were then placed, depending on the level of traffic on the street.

Beginning in 2020 the Town initiated the next round of chip seal pavement maintenance. The Town opted to plan this round of chip seal into a multi-year program initially planned for three years but due to budget constraints was extended to four years. The 2023 paving program concluded application of seal coat over all roadways in the Town. From 2020-2022 a chip seal was used and in 2023 the Town opted to use slurry seal for this coating.

2024 Pavement Maintenance Program Evaluation

The 2024 paving program began the preventative maintenance of all roadways in the Town. Large cracks were repaired with mastic while smaller hairline cracks were repaired with crack seal. In addition to crack repair, several roadway shoulders were repaired with aggregate base course.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2000 South Colorado Boulevard, Suite 6000, Colorado Center Tower One, Denver, CO 80222-7938

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Recommended 2025 Maintenance Program

A preliminary quantity and construction cost estimate has been prepared (ref; Exhibit A) for budget planning purposes. No additional slurry seal is anticipated for 2025.

Assuming the Town approves the 2025 maintenance program budget, the recommended next steps are for SEH to conduct a field survey in late winter/early spring (weather dependent) to identify, inventory, and provide a list of recommended pavement crack patch and crack seal locations on Town streets. The 2025 program deliverables will include an exhibit illustrating the improved areas, and an updated quantity and construction cost estimate. After Town review and approval of the 2025 paving program, SEH anticipates working with the Town to develop bid documents for the Town to solicit and select a contractor and assist the Town with construction administration and periodic observation services.

Roadway Surfacing: Chip Seal Program and Mill and Overlay – 2026 and Beyond

As expected, the roadways will need surface evaluation and/or surface work again in approximately 3-7 years. Inspection and maintenance for crack seal and crack patching are recommended annually. SEH recommends the Town anticipate and plan for a full roadway evaluation, including PCI ratings, of the Town roadways by 2030, but potentially as early as 2027 depending on roadway conditions, for future planning purposes. Future pavement program alternatives include another round of chip seal, slurry seal or mill and overlay.

Attachments:

Exhibit A: 2025 Preliminary Quantity and Construction Cost Estimate

c: Scott Jardine

[https://sehincazure-my.sharepoint.com/personal/sjardine_sehinc_com/documents/desktop/2024 foxfield pavement program budget memo.docx](https://sehincazure-my.sharepoint.com/personal/sjardine_sehinc_com/documents/desktop/2024%20foxfield%20pavement%20program%20budget%20memo.docx)



Foxfield 2025 Pavement Improvements Project
 Foxfield, Colorado
 Quantity Estimation

Crack Seal

	ITEM	UNIT PRICE	UNIT	ESTIMATED	ESTIMATED COST
	Crack Seal	\$ 5,720.00	TON	2.5	\$ 14,300.00
TOTAL					\$ 14,300.00

Mastic Crack Seal

	ITEM	UNIT PRICE	UNIT	ESTIMATED	ESTIMATED COST
	Mastic Crack Seal	\$ 7,315.00	TON	0.8	\$ 5,852.00
TOTAL					\$ 5,852.00

Large Crack Repair

	ITEM	UNIT PRICE	UNIT	ESTIMATED	ESTIMATED COST
	Crack Patching (18 Inches Wide)	\$ 29.00	LF	0.0	\$ -
TOTAL					\$ -

Small Patch

	ITEM	UNIT PRICE	UNIT	ESTIMATED	ESTIMATED COST
	Small Patch	\$ 220.00	SY	28.0	\$ 6,160.00
TOTAL					\$ 6,160.00

Traffic Control

	ITEM	UNIT PRICE	UNIT	ESTIMATED	ESTIMATED COST
	Traffic Control	\$ 13,750.00	EA	1.0	\$ 13,750.00
TOTAL					\$ 13,750.00

Contingency/Emergency Repair

	ITEM	UNIT PRICE	UNIT	ESTIMATED	ESTIMATED COST
	Contingency/Emergency Repair	\$ 5,000.00	EA	1.0	\$ 5,000.00
TOTAL					\$ 5,000.00

Epoxy Pvmt Mkg

	ITEM	UNIT PRICE	UNIT	ESTIMATED	ESTIMATED COST
	Epoxy Pvmt Mkg	\$ 16.00	SF	0.0	\$ -
TOTAL					\$ -

Construction Administration

	ITEM	UNIT PRICE	UNIT	ESTIMATED	ESTIMATED COST
	Construction Administration	\$ 13,750.00	EA	1.0	\$ 13,750.00
TOTAL					\$ 13,750.00

Overall Total	\$				58,812.00
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