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)

Thursday, December 11, 2025: 6:30 p.m.

Call to Order

1. Pledge of Allegiance
2. Roll Call of Board Members
3. Audience Participation Period (limit 4 minutes per speaker)
4. Consent Agenda
   a. Approval of Minutes – November 6, 2025
   b. November Treasurers Report
5. For Approval
   a. 2026 Agreement for Law Enforcement Services
   b. 2026 Agreement with SafeBUILT for Code Enforcement Services
   c. Resolution 2025-04 Levying Property Taxes for Fiscal Year 2026

The Town of Foxfield is committed to accessibility. For assistance or questions concerning accessibility please contact clerk@townoffoxfield.com.

6. For Discussion
    a. Home Rule

7. Reports
    a. Members of Town Board
    b. Staff

8. Future Agenda Items
    a. MHFD public outreach
    b. Culvert Clean-up
    c. Land Use Code Final Draft
    d. Speed Mitigation
    e. Wards Discussion
    f. Home Rule
    g. Social Committee
    h. Gate Fines

9. Adjournment

BOARD OF TRUSTEES MEETING MINUTES

November 6th , 2025

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 Cockrell, Trustee Hodge, Trustee Lawrence, Trustee Pakanati, and Trustee Schultz

A quorum was present.

3. Audience Participation

None

4. Consent Agenda

Trustee Lawrence made a clarification for previous minutes, that "CDOT would not approve a pedestrian light." This was corrected to state CDOT would not approve a crossing at Parker and Fremont. Mayor Jones moved, seconded by Trustee Lawrence. Passed unanimously.

5. For Discussion

a. SafeBuilt

Ms. Proctor informed the board that the Building Official was not able to attend the meeting due to a death in the family. She stated that he and possibly the new code enforcement officer will attend a meeting in January.

b. SEH Traffic Calming Recommendation

Ms. Proctor gave the board a summary of the report, the findings, and estimated costs if the board were to move forward on the options provided. Trustee discussion included types of traffic mitigation in other neighborhoods, the number of bumps used, placement of the bumps, and interpretation of the speed data. There was additional discussion on where the speed monitors are placed, if they are working properly and if more data needs to be collected. It was stated that resident complaints about speeding have been consistent and that Hinsdale has been identified as a major concern. The possibility of moving forward with only one corridor was suggested.

Karen shared Trustee Thompson's comments stating that Trustee Thompson would like to put this in front of the town residents before spending the money and suggested a weighted vote for residents. She shared that Hinsdale experiences Jehovah's witness traffic several days a week and urged Trustees to think about road fund money for the next several years. Trustees discussed the best way to reach the community formally about this issue and decided the Town needs to ensure that the data is accurate to warrant the project. Mayor Jones suggested staff inquire if Arapahoe County has speed monitors that we could use or look into buying a better speed monitor. Trustee Cockrell suggested residents should be encouraged to complain more formally about speeding concerns, either at meetings or by email.

6. For Approval
    a. Approval of the Eleventh Addendum For Services with Terracare
    Ms. Proctor mentioned to Trustees that this is the same agreement with a 2.1% increase in their rates based on the CPI. Trustees talked favorably about Terracare. Trustee Lawrence asked if there were other options out there, but other Trustees mentioned that they had explored other options and ended up deciding on staying with Terracare. Mayor Jones moved to approve, seconded by Trustee Schultz. Passed unanimously.
7. Reports
    a. Members of Town Board
        i. Trustee Cockrell mentioned that Bowmar has reached out to Foxfield about gates since they are considering installing gates. She talked about updating our QR code for the gates to have a more specific map, not just google maps. Trustee Cockrell mentioned ADU's and encouraged the board to talk about that before our code update.
        ii. Trustee Lawrence mentioned comments he received about Home Rule that were positive.
        iii. Trustee Hodge investigated the high plains trail and shared costs, participants, and time frame. He mentioned that this project could be expensive for Foxfield. Trustee Cockrell said that a bridge is not even part of the consideration for Foxfield. There was talk about the trail that leads to nowhere to the south and what the plans are for it.

    b. Staff
        i. Town Administrator Proctor
            1. Ms. Proctor updated the board on the LUC and stated that the final portion being worked on was the section on solar. Trustees agreed to review a final draft before a public hearing is scheduled. She Informed the board that gate cameras are included in the budget and more information has been requested from Arapahoe County. Ms. Proctor stated that the road work has been completed and shared a resident complaint regarding their trash bill.
        ii. Town Clerk Torres

1. Ms. Torres asked the board about a resident requesting to host a food drive at their home. Trustees discussed the organization the food would be donated to, different food banks options, and what the Arapahoe County Health requirements are. Mayor Jones requested staff to investigate further.

8. Future Agenda Items
   a. Tunnel, sidewalk repairs
   b. MHFD public outreach
   c. Culvert Clean-up
   d. Land Use Code Final Draft
   e. Speed Mitigation
   f. Ward discussion
   g. Home Rule
   h. Social Committee
   j. Gate collections

9. Adjournment
   Mayor Jones adjourned the meeting at 7:34 pm.

Monica Torres, Town Clerk

Lisa Jones, Town Mayor

Exhibit #3b

Nov

Treasurer's Report

2025

First Bank Checking			
Activity	**Credit**	**Debit**	**Account Balance**
Beginning Balance	-	-	**$ 13,520.67**
Colo Interac - gate tags	$ 63.00	-	-
Colo Interac - building permits	$ 851.75	-	-
Colo Interac- AC Use Payable Tax	$ 62.64	-	-
Colo Interac - Gate Violations	$ 550.00	-	-
Use Tax		-	-
Costco	-	$ 53.07	-
adobe		$ 20.74	-
CIRSA	-		-
Storquest	-	$ 113.00	-
Caselle - monthly support	-	$ 450.00	-
Liquor License		-	-
Microsoft Online email hosting	-	$ 64.39	-
Microsoft Phone	-	$ 15.26	-
First Bank Checking	-	$ 2.00	-
CORE- Irrigation	-	$ 32.01	-
CORE- Gate electricity Richfield	-	$ 37.41	-
CORE- Gate electricity Fremont	-	$ 37.76	-
CORE- Lewiston way lights	-	$ 39.98	-
HPWC, PC - legal services		$ 2,817.29	-
CIRSA - Q4	-	$ 2,460.45	-
Terracare Assoc - public works		$ 13,453.38	-
SEH-Engineering		$ 2,904.50	-
SafeBuilt - building, CE, P&Z		$ 6,124.98	-
Colorado Mediation & Resolution Service-Municipal Judge	-	$ 250.00	-
Comcast - franchise fee	$ 1,243.51	-	-
ACWWA	-	$ 258.32	-
CORE - 6806 S Parker Road lights	-	$ 101.74	-
Core - franchise fee	$ 7221.33	-	-
Savings Transfer	$ 50,000.00		-
Peak Performance	-		-
United States Treasury	$ 2.30	-	-
Arapahoe County Use Tax Payable		$ 187.53	-
DRCOG		$ 600.00	-
Town of Parker - Restitution		-	-
EFTPS	-	$ 2,750.09	-
Debby Farreau	-	$ 46.17	-
George Poggioli	-		-
Jeffrey Briar	-	$ 369.40	-
Karen Proctor	-	$ 5,761.42	-
Monica Torres	-	$ 2,929.50	-
Ending Balance	**$ 59,994.53**	**$ 41,880.39**	**$ 18,114.14**

Nov

Treasurer's Report

2025

ColoTrust General Fund

Activity	Credit	Debit	Account Balance
Beginning Balance	-	-	**$ 2,312,009.13**
Sales Tax	$ 43,736.93	-	-
Transfer to GF		$ 50,000.00	
AC Property Tax	$ 1,451.02	-	-
Cigarette Tax	$ 62.45	-	-
HUTF Distribution	$ 3,559.12	-	-
Public Service	$ 405.52		-
Interest Income	$ 7,733.91	-	-
Ending Balance	**$ 56,948.95**	**$ 50,000.00**	**$ 2,318,958.08**

ColoTrust CTF Fund

Activity	Credit	Debit	Account Balance
Beginning Balance	-	-	**$ 18,858.95**
Interest Income	$ 63.44	-	-
Ending Balance	**$ 63.44**	**$ 0.00**	**$ 18,922.39**

ColoTrust Open Space Fund

Activity	Credit	Debit	Account Balance
Beginning Balance	-	-	**$ 332,302.00**
MV Sales Tax	$ 577.55		
Interest Income	$ 1,118.83	-	-
Ending Balance	**$ 1,696.38**	**$ 0.00**	**333,998.38**

ColoTrust American Rescue Plan Fund

Activity	Credit	Debit	Account Balance
Beginning Balance	-	-	**$ 2,113.11**
Interest Income	$ 7.10	-	-
Ending Balance	**$ 7.10**	**$ 0.00**	**$ 2,120.21**

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	21,790	27,737	275,051
Remote	11,302	10,141	10,135	9,679	10,679	11,411	12,774	9,325	10,667	10,467	9,620	11,035	127,235
FVC	15,739	12,391	11,505	14,993	12,117	11,819	10,185	12,233	11,346	10,948	12,695	12,409	148,381
Totals	**55,473**	**41,130**	**38,685**	**51,945**	**45,903**	**42,091**	**43,086**	**44,342**	**49,693**	**43,030**	**44,106**	**51,181**	**$ 550,666.14**

2025 Town of Foxfield Sales Tax Revenue

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	25,568	24,992	23,627	23,005	20,946	19,827	24,700	19,699	24,096	19,058	19,031		244,551
Remote	11,742	9,066	8,904	10,533	9,801	9,764	12,146	10,817	18,268	13,883	11,236		126,159
FVC	12,896	11,917	10,409	13,779	10,646	11,211	10,637	9,867	8,269	10,796	10,776		121,204
Totals	**50,207**	**45,976**	**42,940**	**47,317**	**41,392**	**40,801**	**47,484**	**40,384**	**50,633**	**43,737**	**41,043**		**$ 491,914.20**

MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Monica Torres, Town Clerk

DATE: December 11th, 2025

RE: 2026 Agreement for Law Enforcement Services

DISCUSSION:

Attached for Board consideration is the 2026 Agreement for Law Enforcement Services between the Town of Foxfield and the Arapahoe County Sheriff's Office. The amount due for 2026 is $132,314.37.

RECOMMENDED MOTION:

"I move to approve the 2026 Agreement for Law Enforcement Services as presented."

ATTACHMENT:

Exhibit A: 2026 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, 2026.

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, 2026 and shall end as of December 31, 2026.

4. For the law enforcement services provided under this Agreement, Foxfield shall pay to the County $132,314.37 for the term of this Agreement, which includes dispatch services. Payment of said $132,314.37 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

SHERIFF OF ARAPAHOE COUNTY ON BEHALF OF THE BOARD OF COUNTY COMMISIONERS OF THE COUNTY OF ARAPAHOE

_____
Tyler S. Brown, Sheriff Date

MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Monica Torres, Town Clerk

DATE: December 11th, 2025

RE: 2026 Agreement for Code Enforcement Services with Safebuilt

DISCUSSION:

Attached for Board consideration is the 2026 Agreement for Code Enforcement Services between the Town of Foxfield and Safebuilt. The rate for Code Enforcement Services will be increased from $54.75 per hour to $85 per hour. Safebuilt has stated that this increase is due to the fact that they are adjusting all municipalities to market rate and our rate has not been adjusted for the last couple of years. The rate has remained the same since 2015 when the prior agreement was approved.

RECOMMENDED MOTION:

"I move to approve the 2026 Agreement for Safebuilt Code Enforcement Services as presented."

ATTACHMENT:

Exhibit A: 2026 Agreement for Professional Services Agreement Between the Town of Foxfield, Colorado and SAFEbuilt Colorado, LLC

PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF FOXFIELD, COLORADO
AND SAFEbuilt COLORADO, LLC

This Professional Services Agreement ("Agreement") is made and entered into by and between Town of Foxfield, Colorado ("Municipality") and SAFEbuilt Colorado, LLC, a wholly owned subsidiary of SAFEbuilt, LLC ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

   Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

   Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

   Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

   In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

   Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM
   This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION
   Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. TABOR
   It is understood and acknowledged that Municipality is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of Municipality are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Municipality's current fiscal period ending upon the next succeeding December 31.

8. FISCAL NON-APPROPRIATION CLAUSE
   Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. MUNICIPALITY OBLIGATIONS
   Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

10. PERFORMANCE STANDARDS
    Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

11. INDEPENDENT CONTRACTOR
    Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

    Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

12. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 15, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

15. INSURANCE

A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars ($1,000,000) bodily injury each accident, one million dollars ($1,000,000) bodily injury by disease – policy limit, and one million dollars ($1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.

C. Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.

D. Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and two million dollars ($2,000,000) general aggregate.

E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than $1,000,000 combined single limit each accident.

F. Municipality shall be named as an additional insured on Consultant's insurance coverage.

G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 14, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

20. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

21. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government,

setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

22. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

23. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

24. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:
Karen Proctor, Town Administrator
Town of Foxfield, Colorado
PO Box 461450
Foxfield, CO 80046
Email: kproctor@townoffoxfield.com

If to Consultant:
Joe DeRosa, CRO
SAFEbuilt, LLC
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

25. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not

constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

26. DISPUTE RESOLUTION
    In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

27. ATTORNEY'S FEES
    In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

28. AUTHORITY TO EXECUTE
    The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

29. CONFLICT OF INTEREST
    Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

30. GOVERNING LAW AND VENUE
    The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Colorado, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

31. COUNTERPARTS
    This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

32. ELECTRONIC REPRESENTATIONS AND RECORDS
    Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

33. WAIVER
    Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

34. ENTIRE AGREEMENT
    This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word

herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Colorado, LLC	Town of Foxfield, Colorado
By: _____	By: _____
Name: Matthew K. Causley	Name: _____
Title: Chief Operating Officer	Title: _____
Date: December 4, 2025	Date: _____

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Code Enforcement Services

- Provide a Code Enforcement Officer to facilitate compliance with the Town of Foxfield Municipal Code.
- Inspect Town for code violations.
- Urgent response for inspection and notices, as needed.
- Investigate code violation complaints.
- Post/Mail violation notices.
- Perform follow-up inspections and take appropriate action, including mailing of notices to abate and issuance of summons and complaints.
- Provide written reports, including digital photos, of violations and actions taken.
- Provide a quarterly summary report by type of violation.
- Provide organized record keeping in CommunityCore software that provides Town staff with up-to-date information on code enforcement activities with 24/7 365-day access and record retention.
- Interact with residents.
- Meet with Town staff as requested.
- Prepare cases for and appear in court, as needed.
- Make presentations to the Town, as requested by the Town.
- Respond to and investigate code violation complaints and assist the Town of
- Foxfield's contract planner with Zoning Enforcement in respect to said violations.
- Provide educational materials or mailings to residents on specific code sections in order to seek compliance.

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE
   - On January 1, 2027 and annually thereafter, the rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. In the event that the increase in the CPI for the relevant period exceeds 4%, the exceedance shall carry over to the next and subsequent calendar years and, subject to the 4% annual cap, rates shall be increased by the amount of the exceedance and any increase during the preceding period. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
   - Consultant fees for Services provided pursuant to this Agreement will be as follows:

Code Enforcement Service Fee: Hourly rate does not apply to travel time but does apply to actual time in Town performing code enforcement, researching property, preparing documents, preparing for court and attending court. Postage for mailing of violations charged at actual expense *The schedule for the code enforcement officer shall generally be the following: January - March • every other week for 5 hours per week (6 total visits) April - September - every week for 5 hours per week (26 total visits) October - December - every other week for 5 hours per week (7 total visits) *Schedule subject to change per request from jurisdiction	**$85 per hour** – 5 hour minimum

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFEBUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.

2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.
   Municipality will provide the following information to Consultant.
   - ✓ Municipal technology point of contact information including name, title, email and phone number
   - ✓ List of technology services, devices and software that the Municipality will provide may include:
     - Client network access
     - Internet access
     - Proprietary or commercial software and access
     - Computer workstations/laptops
     - Mobile devices
     - Printers/printing services
     - Data access
     - List of reports and outputs

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MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: December 11, 2025

RE: Resolution 04; Series 2025 –Levying Property Taxes for Fiscal Year 2026

DISCUSSION:

The attached resolution authorizes the levying property taxes for the Town of Foxfield for Fiscal Year 2026.

RECOMMENDED MOTION:

"I move to approve Resolution 04, Series 2025 levying property taxes for fiscal year 2026."

ATTACHMENTS:

Resolution 04, Series 2025- A Resolution of the Board of Trustees of the Town of Foxfield Levying Property Taxes for Fiscal Year 2026.

Trustee's Resolution Resolution No. 04, Series 2025

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FOXFIELD LEVYING PROPERTY TAXES FOR FISCAL YEAR 2026

WHEREAS, the Town of Foxfield prepared a budget for fiscal year 2026 and will hold a public hearing prior to adoption of the budget;

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

Section 1. The Mayor and Town Clerk of the Town of Foxfield, Colorado, are hereby authorized and directed to certify a General-Purpose Levy of 4.982 mills to the Board of County Commissioners of Arapahoe County, Colorado, on or before the 15th day of December 2025, to be levied against all property within the Town of Foxfield for taxes to be collected in 2026 for the valuation year 2025.

PASSED ON FIRST AND FINAL READING THIS 11th day of December 2025.

BOARD OF TRUSTEES,
TOWN OF FOXFIELD, COLORADO

_____
Lisa Jones, Mayor

ATTEST:

_____
Monica Torres, Town Clerk

MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: December 11, 2025

RE: Home Rule

DISCUSSION:

The Town of Foxfield held community meetings on October 23rd with CML, Executive Director Kevin Bommer and on November 20th with Town Attorney, Corey Hoffmann. Information was presented at these meetings and questions were answered regarding the possibility of the Town of Foxfield becoming a Home Rule Municipality.

As discussed, the next step, if the Board chooses, would be to put an item on the April 2026 ballot to appoint a Home Rule Charter Commission and to change from a Statutory Town to a Home Rule Town. The estimated cost for this process is approximately $10,000. Some concerns were raised regarding the short time frame, current Home Rule litigation, cost and possible lack of interest/ability to get nine (9) residents to serve on the Charter Commission.

Staff is seeking the Boards direction. Would you like a survey sent to the residents to gauge interest in becoming a Home Rule Municipality and serving on the Charter Commission? Or would you like staff to just begin the process of seeking residents to run for the Charter Commission? Or possibly postpone the whole process until the current Home Rule litigation is settled? Other suggestions?