



**TOWN BOARD AGENDA
REGULAR MEETING**

(All items listed for discussion and possible action)

Virtual Meeting

**Thursday, January 7, 2021
6:30 p.m.**

1. Call to Order
2. Roll Call of Board Members
3. Audience Participation Period (limit 4 minutes per speaker)
4. Consent Agenda
 - a. Approval of Minutes – December 10, 2020
5. For Possible Action
 - a. Resolution 2021-01, Designating Public Places for the Posting of Meeting Notices
 - b. 2021 Addendum to SEH Contract
 - c. 2021 Addendum to Terracare Contract
6. For Discussion
 - a. Security Guard
7. Reports
 - a. Correspondence
 - b. Mayor
 - c. Members of Town Board
 - d. Staff
8. Future Agenda Items
9. Adjournment

STUDY SESSION

Municipal Code Revisions regarding outdoor storage of vehicles and junk



MINUTES

BOARD OF TRUSTEES MEETING

December 10, 2020

Call to Order/Roll Call

The virtual meeting was called to order at 6:30 p.m. via Zoom.

The following Trustees were present: Josie Cockrell, Scott Freas, Amy Snell-Johnson, Debby Farreau, Lori Finch, Pam Thompson and Mayor Jones. A quorum was present.

Consent Agenda

Mayor Jones moved, seconded by Trustee Snell-Johnson, to approve the following items on the Consent Agenda:

- a. Approval of Minutes – November 5, 2020
- b. Financial Reports – November 2020

The motion passed by unanimous roll call vote.

Public Hearing – 6740 S. Waco Street Minor Subdivision Application

Mayor Jones opened the hearing at 6:33 p.m. Town Planner Matthew Nilsen reported there had been no substantive changes from the initial Staff Report other than the inclusion of the Public Improvements Agreement between the landowner and ACWWA allowing for connection to the water system when the lots are developed. He noted the application meets all the criteria for approval for a minor subdivision.

Mayor Jones solicited public comment:

Sebring Megill, 6780 S. Waco Street, noted that any development on the lots could increase turnaround traffic in his driveway without changes to the median.

Jason Luce, 18247 E. Briarwood Place, also expressed concern about increased traffic in the cul-de-sac due to limited access.

Mayor Jones closed the public hearing at 6:42 p.m.

Trustee Cockrell noted the question of access is outside the scope of the public hearing, which Town Planner Nilsen affirmed.

Mayor Jones moved that the Planning Commission find that the requested Minor Subdivision at 6740 S Waco Street meets the criteria of Chapters 16 and 17 of the Town of Foxfield Municipal Code and, based upon such findings, approve the Minor Subdivision Plat and Subdivision Agreement, subject to the following condition:

All future proposed site development, alterations and expansions shall obtain all requisite Town approvals and display conformance with all other applicable provisions and development standards of the Town of Foxfield Municipal Code.

Following a second by Trustee Cockrell, the motion passed by unanimous roll call vote.

Public Hearing – 2021 Budget

Mayor Jones opened the budget public hearing at 6:54 p.m. Town Administrator Proctor presented the budget, noting that due to construction delays on the gates, \$126,457 has been moved from the 2020 budget to the 2021 budget. There being no public comment, Mayor Jones closed the hearing at 7:01 p.m.

Mayor Jones moved to approve the 2021 Proposed Budget, seconded by Trustee Finch. The motion passed by unanimous roll call vote

Reports

Mayor

Mayor Jones:

- Thanked all the residents who participated in the study sessions or provided comments to the Board regarding outdoor vehicle storage.
- Along with Trustee Farreau, participated in a call with Arapahoe County regarding improvements to the median and turning north from Arapahoe Road onto S. Buckley Road. Trustee Farreau inquired about a sidewalk along the south side of Arapahoe Road between S. Buckley and S. Lewiston Way; Arapahoe County agreed to provide the Town with engineering and construction drawings. The Board will discuss applying for an Open Space grant to construct this sidewalk.
- Asked if there was any interest in a Foxfield Food Drive after the holidays, noting the need will not lessen during the winter. Resident Vanessa Guzman offered to provide a trailer for collection and delivery of donations. The Board thanked Ms. Guzman and will move forward with this food drive.

Members of the Town Board

Trustee Cockrell reported that DRCOG has a Colorado Greenhouse Gas Pollution Reduction roadmap available to the public.

Trustee Freas would like to pursue the idea of a fund for Roads Maintenance/Improvement separate from the General Fund.

Trustee Thompson:

- Noted the trees will need winter watering.
- Again requested additional Sheriff's patrols. Town Clerk Gallivan has requested this but no deputies have volunteered at this time. Hiring a Security Guard was discussed.
- Would like the Town to implement support for Foxfield Village Center businesses for the holidays.

Town Staff

Town Administrator Proctor reported construction has begun on the excavation and culverts in preparation for installation of the gates in January.

Town Administrator Proctor noted several people had contacted the Town regarding the proposed changes to the Code concerning excess vehicles. She asked if the Board would like to suspend violation notices for excess vehicles until an ordinance with the proposed changes has been adopted. The Board agreed to this.

Town Clerk Gallivan reported the Large Item Pick-Up is scheduled for Saturday, December 19. The forecast looks promising for that date.

The Code changes regarding Excess Vehicles and Outdoor Storage will be discussed at the Board of Trustees meeting on January 7, 2021. There will be a public hearing on the proposed ordinance for those changes on January 21.

Adjournment

Mayor Jones adjourned the meeting at 7:26 p.m.

Randi Gallivan, Town Clerk

Lisa Jones, Mayor



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Randi Gallivan, Town Clerk

DATE: January 7, 2021

RE: Resolution 2021-01 Establishing a Designated Place for the Posting of Meeting Notices Pursuant to C.R.S. § 24-6-402(2)(c)

DISCUSSION:

Attached for Board consideration is Resolution 2021-01 designating the Town website as the official posting location for meeting notices. The Town may additionally post notices on any Town social media sites and at the three physical bulletin boards but that is not required by state statute.

RECOMMENDED MOTION:

"I move to approve Resolution 2020-01 Establishing a Designated Place for the Posting of Meeting Notices Pursuant to C.R.S. § 24-6-402(2)(c)."

ATTACHMENT:

Exhibit A: Resolution 2021-01

Trustee's Resolution

Resolution No. 01, Series 2021

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FOXFIELD
DESIGNATING PUBLIC PLACES FOR THE POSTING OF MEETING NOTICES AS
REQUIRED BY THE COLORADO OPEN MEETINGS LAW**

WHEREAS, C.R.S. §24-6-402, the Open Meetings Law, requires that the public place or places for posting notices of public meetings shall be designated annually at the local public body's first regular meeting of each calendar year;

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

Section 1. The Board of Trustees of the Town of Foxfield, in compliance with C.R.S. § 24-6-402(2)(c) of the Open Meetings Law, hereby designates the Town website at <https://townoffoxfield.colorado.gov> as the official place for posting notices. The Town may additionally post notices at any Town social media accounts and at the bulletin boards at the following locations:

- a. The east side of East Easter Way at its intersection with East Fremont Avenue.
- b. The east side of South Richfield Street just north of its intersection with East Davies Avenue.
- c. The east side of South Waco Street just south of its intersection with East Davies Avenue.

The Town Clerk shall be responsible for posting the required notices no later than twenty-four (24) hours prior to the holding of the meeting. All meeting notices shall include specific agenda information, where possible.

PASSED ON FIRST AND FINAL READING THIS _____ day of January, 2021.

BOARD OF TRUSTEES,
TOWN OF FOXFIELD, COLORADO

Lisa Jones, Mayor

ATTEST:

Randi Gallivan, Town Clerk



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: January 07, 2021

RE: SEH 2021 Addendum to SEH Contract

DISCUSSION:

Attached is SEH's proposed 2021 rates and draft contract addendum. The rate increases reflect 2021 annual salary adjustments of 3%. The Board is asked to acknowledge that the original signed contract and general conditions will remain and the Town of Foxfield is approving the rate increases through the end of 2021.

ATTACHMENT:

Exhibit A – SEH 2021 Contract Addendum and Rates Letter Proposal



December 22, 2020

RE: Town of Foxfield 2021 On-Call
Engineering Services Contract

Ms. Karen Proctor
Town Administrator
Town of Foxfield
P.O. Box 461450
Foxfield, CO 80046

Dear Karen:

Please find attached SEH's proposed 2021 rates and draft contract addendum. Similar to past updates, the rate increases reflect annual salary adjustments.

After review of the statement below, if all looks acceptable, please sign and return a copy for my files acknowledging the originally signed contract and general conditions remains in force, and that the Town of Foxfield finds our rates to be acceptable through the end of 2021.

"The agreement entered into between Short Elliott Hendrickson Incorporated and the Town of Foxfield, signed and dated, December 14, 2014, is hereby extended through December 31, 2021, and SEH's attached 2021 Rate Schedule is hereby accepted".

Sincerely,

Short Elliott Hendrickson Inc.

Scott Jardine, PE (CO), LEED AP
Project Manager

Accepted for Town of Foxfield

By: _____

Title: _____

Date: _____

Attachments: 2021 Foxfield Contract Addendum, SEH 2021 Rate Schedule

Cc: Rick Coldsnow, PE, Principal – Short Elliott Hendrickson, Inc.

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of 2021, by and between the Town of Foxfield, Colorado (hereinafter referred to as the "Town") and Short Elliott Hendrickson, Inc. (hereinafter referred to as "Consultant").

RECITALS:

- A. Effective January 1, 2015, the Town and Consultant entered into a Professional Services Agreement (the "Agreement").
- B. The parties desire to extend the Agreement with this Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, Consultant shall provide to the Town, the additional work as needed in the manner provided in this Addendum.

1. The contract term for the Agreement is hereby extended by this Addendum for one additional year, from January 1, 2021, through and including December 31, 2021.
2. Consultant shall perform all work as set forth in the Agreement in accordance with Consultant's rate schedule attached hereto as **Exhibit A**, and incorporated by this reference.
3. The original Agreement is in full force and effect and is hereby ratified by the Town and the Consultant. The original Agreement and this Addendum constitute all of the agreements between the Town and the Consultant.

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

TOWN OF FOXFIELD, COLORADO

By:

Lisa Jones, Mayor

ATTEST:

Miranda Gallivan, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
Town Attorney

By:

Jessica Pease
State of Colorado
 Notary Public
 Commission No. 20184035256
 My Commission Expires 9/05/2022

Exhibit B

Rate Sheet

Through December 31, 2021

Name	Title	Hourly Rate
Rick Coldsnow, Paul Wells, Chuck Gustafson	Principal / Group Manager	\$227.00
Scott Jardine, Jon Larson, Steve Kaye, Jason Triplett, Tom Wrona, Mike Perez	Senior Project Manager	\$202.00
George Robinson	Survey Manager	\$206.00
Matt Massa, Annette Marquez, Tim Nuetzel	Senior Project Engineer II	\$176.00
Erica Olsen, David Hoesly, Jimmie Hayson, Steve Halewski	Senior Project Engineer I	\$157.00
Scott Klinker, Kevin Martin	Survey Field Chief	\$146.00
Jennifer Russell, Kit Clunis	Professional Engineer II	\$135.00
Craig Sweney, Justin Jones, Karen Kulesza, Craig Burgess	Professional Engineer I	\$124.00
Mitch Wagner, Katie Croell, Emma Elefante	Staff Engineer II	\$112.00
Gavin Macwilliam, Craig Hayson	Staff Engineer I	\$107.00
Dan Sundeen, Stan Barnett	Senior Designer	\$145.00
William Brumbaugh	Designer	\$96.00
Suzie O'Connor	Accounting	\$129.00
Jessica Pease, Kari Young	Administration	\$95.00
Bob Ewing	Utility Locator	\$98.00
TBD	Engineer Intern	\$71.00
TBD	Survey instrument person	\$110.00
Expenses		
Tier 3 Drone		\$135.00/Hr
3D Scanner (SX-10)		\$35.00/Hr
Survey Equipment		\$30.00/Hr
Magnetometer		\$10.00/Hr
Subconsultants (preapproved)		Cost + 5%
Vehicle Mileage		Current IRS Federal mileage rate
Field Vehicle		\$4.50/Hr + mileage
All other expenses		At cost



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: January 7, 2021

RE: Sixth Addendum to Agreement for Services with Terracare Associates

DISCUSSION:

On March 3, 2016 the Town of Foxfield entered into an Agreement for Services with Terracare Associates. Attached for approval is the Sixth Addendum to the Agreement for Services with Terracare that will be effective until December 31, 2021 and will be retroactive to January 1, 2021. They did not increase our rates from 2019 to 2020. This increase is approximately 12% from the 2020 rates.

Mr. Winfield from Terracare indicated that the increase is a direct correlation to the labor market in Denver Metro area. Terracare's ability to hire quality people that are reliable and exhibit care has been a difficult task. They have tried to keep costs under control and offer Foxfield the lowest service pricing possible, however this specific line has spiraled out of control and they have had to adjust to the market just to field adequate crews to address all their projects. Last year with the pandemic, Terracare struggled to get crew members even offering close to twice the wage they began the season with. They do not foresee any change going into 2021 thus far, especially with the soon-to-come extended unemployment benefit. Mr. Winfield stated that they will continue to do as much as possible for the Town and work hard to keep the costs down.

ATTACHMENTS:

Exhibit A: Sixth Addendum to Agreement for Services with Terracare Associates

Exhibit B: Agreement for Services with Terracare

SIXTH ADDENDUM TO AGREEMENT FOR SERVICES

THIS SIXTH ADDENDUM TO AGREEMENT FOR SERVICES is made and entered into this day of _____, 2021, 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 3, 2016, the Town and Contractor entered into an Agreement for Services (the "Agreement").
- B. The parties desire to authorize an extension of this Agreement and the 2021 pricing approved in this Sixth Addendum until December 31, 2021 and be retroactive to January 1, 2021 with this approval of this Sixth Addendum.

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 provide in the 2016 Agreement and 2021 pricing in the Sixth Addendum.

- 1. Contractor shall continue to provide the services defined in **Attachment A** for a total contract price of \$55,694 in 2021. The pricing attachment contains a provision for Winter Watering of all spruce and pine trees in the amount of \$1,210.00 that shall only be performed at the direction of the Town Administrator.
- 2. 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:

Randi Gallivan, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of
_____, 2021, by _____ as _____
of _____.

My commission expires:

(S E A L)

Notary Public



Town of Foxfield Landscape Services 2021

Item #	Maintenance Services	Per occurrence 2021	# of Occ / Year	Price Per Year 2021
1	ROW - mow, trim, remove trash	\$4,950.00	6	\$29,700.00
2	ROW - Apply broadleaf weed spray, Spot spray as needed	N/A	N/A	N/A
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	\$1,850.00	6	\$11,100.00
4	Arapahoe/Ring Road & Open Space - Apply broadleaf weed spray	\$780.00	2	\$1,560.00
5	Arapahoe/Ring Road & Open Space - Irrigation maintenance	\$106.00	8	\$848.00
6	Arapahoe/Ring Road & Open Space - Tunnel light bulbs replacement	\$80.00	2	\$160.00
7	Fertilization of Open Space	N/A	N/A	N/A
8	Islands - Mow, weed eat, trim trees and bushes, spray or pull weeds, remove trash	\$280.00	16	\$4,480.00
9	Plant Health Care - Ips Beetle Spray - 33 Spruce trees	\$880.00	2	\$1,760.00
10	Plant Health Care - Zimmerman Moth Spray - 81 Pines	\$1,204.00	2	\$2,408.00
11	Plant Health Care - Tree fertilizer with Mycorrhizae	\$1,806.00	1	\$1,806.00
12	Dog waste stations (4) - Empty/service stations weekly	\$36.00	52	\$1,872.00
Total:				\$55,694.00

Twelve equal Monthly Payments \$ 4,641.17

Item #	Additional Maintenance Services	Per occurrence 2021	# of Occ / Year	Price Per Year 2021
1	Winter Water All Spruce and Pines October-March.	\$1,210.00	Must be pre-authorized by the Town	
2	Snow Removal Services 2021	See Attached Rates	Must be pre-authorized by the Town	

By:

Terracare Associates, LLC.

Authorized Signature

22 Sept 2020

DATE



**TERRACARE
ASSOCIATES**

2020-2021 (5006 PI) SNOW PRICING

SNOW MAINTENANCE

2020-2021

<u>\$ 126.00</u>	<u>Per hour, pick-up truck with 7.5 foot plows</u>
<u>\$ 58.00</u>	<u>Per hour, hand shoveling laborer</u>
<u>\$ 126.00</u>	<u>Per hour, Sander/Ice Slicer truck, plus materials at \$268.00 ton</u>
<u>\$ 58.00</u>	<u>Per hour, ice melt plus material at \$.95/lb.</u>
<u>\$ 82.00</u>	<u>Per hour, snow blower or broom</u>
<u>\$ 98.00</u>	<u>Per hour, ATV w/blade</u>
<u>\$ 152.00</u>	<u>Per hour, Skid Steer or tractor with bucket</u>
<u>\$ 231.00</u>	<u>Per hour, front end loader, 3 yard</u>
<u>\$ 231.00</u>	<u>Per hour, front end loader, 3 yard with 12 foot pusher</u>
<u>\$ 237.00</u>	<u>Per hour, dump truck 10 yard</u>
<u>\$ 189.00</u>	<u>Per hour, dump truck 5 yard with plow</u>
<u>\$ 126.00</u>	<u>Per hour, UTV w/ blade</u>
<u>\$ 115.00</u>	<u>Per Hour, Snowrator</u>

These are our hourly rates for the 2020-2021 snow maintenance season. There is a one (1) hour minimum charge per job site.

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 3rd day of March, 2016, 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. These services shall be completed in accordance with the schedule contained in **Exhibit B**. The value of each of these services is contained in **Exhibit C**. In the event that the services set forth in Exhibit B either are not performed in accordance with the schedule in Exhibit B, or the Town requests additional services beyond those contemplated by Exhibit B, the Town and Contractor specifically agree that the values set forth in Exhibit C shall be used to determine the amount both the amount due to Contractor for additional authorized services and the amount of set-off or credit to the Town in the event Contractor fails to perform those services specifically authorized by Exhibit B.

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 forty six thousand three hundred seventy five dollars (\$46,375.00). Payment shall be made in accordance with the schedule of charges and fees in **Exhibit C** 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 January 1, 2016, and shall terminate December 31, 2016, unless earlier terminated pursuant to Section XII below. This Agreement will renew for three (3) successive one (1) year contracts, subject to annual appropriation and approval 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, subject to any credit due to the Town in accordance with Section I of this Agreement. 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, B, C and D** 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:

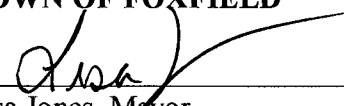
The Town: Town of Foxfield
Attn: Town Clerk
P.O. Box 461450
Foxfield, Colorado 80046-1450

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

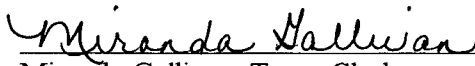
IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

TOWN OF FOXFIELD

By: _____


Lisa Jones, Mayor

ATTEST:


Miranda Gallivan, Town Clerk

CONTRACTOR:

By:

Name/Title: David Mortensen / Regional Vice President

NOTARY BLOCK:

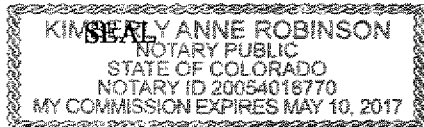
STATE OF COLORADO)

)ss.

COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 21st day of March,
2016, by David Mortensen, as Regional V.P. of Terracare Associates, LLC.

My commission expires: 05/10/2017.



Kimberly Anne Robinson
Notary Public

EXHIBIT A	
SCOPE OF SERVICES AND RATES	
SECTION 1 - BASIC SERVICES	
<p>The following services will be provided for an annual charge of \$46,375.00. This amount will be paid in (6) monthly payments of \$7,729.17.</p> <p>Subject to annual appropriation and approval by the Board of Trustees, the annual rates for these services will be as follows:</p> <p>2016 - \$46,375.00 2017 - \$45,447.50 2018 - \$45,447.50 2019 - \$45,447.50</p>	
Communications	
<p>The Town Clerk shall be notified in advance of any work scheduled in Town (except for snow removal services). For pesticide and/or fertilizer applications notice shall be at least 72 hours in advance of the work.</p>	
Maintenance of rights-of-way	
<p>The public rights-of-way in the Town shall:</p> <p>a) Be mowed, trimmed with a string trimmer, and have trash (including dead or trimmed vegetation) removed at the end of April, early June, end of July, and early September (for a total of four (4) times during 2016).</p> <p>b) Have two (2) broad-leaf weed control application applied once at the beginning and once at the end of the growing season.</p> <p>c) Spot spray weed areas on an as-needed basis.</p>	
Bi-monthly maintenance of six traffic islands & Fremont entrance	
<p>The six traffic islands and the Fremont entrance in Town shall:</p> <p>a) Be mowed, trimmed with a string trimmer, watered, have trees and bushes trimmed, suckers clipped, have trash (including dead or trimmed vegetation) removed, and have weeds sprayed with a non-selective herbicide or pulled (weeds that are sprayed and die need to be pulled by hand) once a month from April through September (for a total of six (6) times during 2016).</p>	
Monthly maintenance of Arapahoe Road and Ring Road (South Lewiston Way) rights-of-way	
<p>The Arapahoe Road and Ring Road (South Lewiston Way) rights-of-way in the Town shall:</p> <p>a) Be mowed, trimmed with a string trimmer, have trash (including dead or trimmed vegetation) removed, and have weeds sprayed or pulled (weeds that are sprayed and die need to be pulled by hand) once a month from April through September (for a total of six (6) times during 2016).</p> <p>b) Have two (2) applications of broadleaf weed control applied at the beginning of the growing season.</p>	
Monthly maintenance of the Open Spaces	
<p>The Open Spaces (including the park open space, the area west of the S. Lewiston Way pedestrian tunnel, and the area west and north of the East Costilla cul-de-sac) shall:</p> <p>a) Be mowed, trimmed with a string trimmer, and have trash (including dead or trimmed vegetation) removed monthly from April through September (for a total of six (6) times during 2016).</p> <p>b) Have two (2) broad-leaf weed control applications applied during the growing season.</p> <p>c) Spot spraying of weed areas will be done on an as-needed basis.</p> <p>d) Trash cans in the Open Space shall be emptied twice each month of the year. Containers will be kept clean and presentable by using plastic trash can liners.</p> <p>e) The concrete bike path shall be edged on an as-needed basis.</p> <p>f) The pedestrian tunnels will have trash removed and light bulbs changed as needed.</p>	
Plant Health Care	
<p>a) Ips Beetle Spray - 33 Spruce trees - 2 times b) Zimmerman Moth Spray - 81 Pines - 2 times c) Tree fertilizer with Mycorrhizae - One time</p>	
SHRUB AND TREE SERVICES	FREQUENCY
Tree Well Maintenance	April - Sept
IRRIGATION SERVICES	
Activation	April
System Checks	April - Nov
Winterization	November

**EXHIBIT C
2016 RATES**

Service - per Schedule A	Per occurrence	# of Occ / Year	Price Per Year
ROW - mow, trim, remove trash	\$ 4,521.25	4	\$ 18,085.00
ROW - Apply broadleaf weed spray	\$ 4,671.00	2	\$ 9,342.00
Arapahoe/Ring Road & Open Space - Mow, trim, spray or pull weeds, edge, remove trash, empty trash cans,	\$ 1,690.00	6	\$ 10,140.00
Arapahoe/Ring Road & Open Space - Apply broadleaf weed spray	\$ 711.00	2	\$ 1,422.00
Arapahoe/Ring Road & Open Space - Irrigation maintenance, including: activation, six monthly system checks, winterization	\$ 97.00	8	\$ 776.00
Arapahoe/Ring Road & Open Space - Tunnel light bulbs replacement and inspection (materials not included)	\$ 72.00	2	\$ 144.00
Islands - Mow, weed eat, trim trees and bushes, spray or pull weeds, remove trash	\$ 186.00	6	\$ 1,116.00
Plant Health Care - Ips Beetle Spray - 33 Spruce trees	\$ 750.00	2	\$ 1,500.00
Plant Health Care - Zimmerman Moth Spray - 81 Pines	\$ 1,100.00	2	\$ 2,200.00
Plant Health Care - Tree fertilizer with Mycorrhizae	\$ 1,650.00	1	\$ 1,650.00
		Total	\$ 46,375.00
Winter Water All Spruce and Pines October-March.	\$ 950.00		Must be pre-authorized by the Town



January 1, 2016

Unit Pricing & Labor Rates For 2016

ITEM	Price
Field Supervisor	\$ 55.00 per hour
Foreman	\$ 50.00 per hour
Labor	\$ 33.00 per hour
Operator	\$ 42.00 per hour
Concrete Finisher	\$ 44.00 per hour
Irrigation Technician	\$ 50.00 per hour
Chemical Application Tech.	\$ 50.00 per hour
CDL Truck Driver	\$ 42.00 per hour
Pick-Up Truck	\$ 14.00 per hour
Dump Trailer (14' to 16' Long)	\$ 9.00 per hour
Landscape Trailer	\$ 9.00 per hour
Flat Bed Trailer (10' to 34')	\$ 9.00 per hour
Trimmer, Blower or Chainsaw	\$ 6.00 per hour
ATV w/ Sprayers	\$ 17.00 per hour
Walk Behind w/ 36" to 48" mower deck	\$ 7.00 per hour
Riding Mower w/ 60" mower deck	\$ 33.00 per hour
Ag. Tractor (6420 J Deere 4x4 w/Cab)	\$ 50.00 per hour
Ag. Tractor (Small 4X4 Tractors)	\$ 35.00 per hour
Mower Deck 6'	\$ 8.00 per hour
Mower Deck (15' to 20')	\$ 17.00 per hour
Boom Mower Arm Deck 6'	\$ 17.00 per hour
Tree Chipper	\$ 31.00 per hour
Skid Steer	\$ 37.00 per hour
310 Backhoe	\$ 48.00 per hour
Truck w/ water tank (800 Gallons)	\$ 17.00 per hour
1 Ton. Dump Truck	\$ 17.00 per hour
Dump Truck (5yard)	\$ 50.00 per hour
Dump Truck (10 yard Tandem)	\$ 55.00 per hour
Front Loader w/ 3 to 4 yard bucket	\$ 83.00 per hour
Crack Seal Machine	\$ 40.00 per hour
Walk Behind Stripe Machine	\$ 17.00 per hour
Mobilization of large equipment	\$ 350.00 each
Materials use will be charge at cost plus 15%	

EXHIBIT D
SPECIAL PROVISIONS REQUIRED BY HB 1343

A. Certification. By entering into this Agreement, Contractor hereby confirms that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

B. Prohibited Acts. Contractor shall not:

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

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

C. Confirmation.

1. Contractor has confirmed or attempted to confirm through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: January 7, 2021

RE: Security Guard

DISCUSSION:

Each year in the Town's annual budget there is money allocated for "Off Duty Officer Patrols". Ten thousand dollars (\$10,000) was approved as part of the 2021 budget for off duty officers and over the past two years, less than \$5,000 has been spent each year. The rate for an off-duty Arapahoe County Sheriff's Deputy is \$60/hour. This job is voluntary for the officers and it has been difficult to get much interest in the position.

The Board asked me to contact Chenango for information regarding the security guards they use. The name of the company that provides their security guards is Great Events. They pay \$23/hour and are using them six randomly selected nights per month, 8-hour shifts (about \$1100/month), with extra shifts around this time of year due to package thefts, etc. They believe that their presence has made a real difference and feel their community seems to appreciate it.

Is the Board interested in pursuing this further? Would the Board like staff to contact Great Events and/or additional security guard companies for more information and rates?



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: January 7, 2021

RE: Municipal Code Revisions

DISCUSSION:

This study session is to finalize the changes to the Municipal Code regarding outdoor storage of vehicles and to continue discussion on outdoor storage of “junk, trash, garbage..”.

Below are the sections from the current Municipal code that deal with outdoor storage of vehicles and junk. Staff has made edits based on the Board’s previous discussions. A public hearing will be scheduled when these revisions have been approved by the Board.

CODE Sec. 7-1-20. Nuisance defined.

Nuisance includes:

(7) The existence, without limitation, of any of the following conditions:

a. Outdoor storage.

1. No person shall be permitted to store items or materials in a public right-of-way.
2. The accumulation of junk, trash, garbage, stale or odorous matter, including improperly maintained compost or manure piles that emit odor or similar materials that constitute a threat to the health or safety of any person, or that contribute to blight and ~~property land~~ degradation, is prohibited.
3. The outdoor storage or accumulation of the following items on private property, other than in a fully enclosed structure or properly screened, is prohibited:

a) Attractive nuisances generally considered dangerous to children, including abandoned, broken or neglected vehicles, equipment, machinery, refrigerators and freezers, hazardous pools or excavations related to construction sites.

b) Tools, equipment, inventory and other supplies utilized in the operation of a business ~~or more than one (1) vehicle used in operation of a business,~~ whether such business is a home occupation being conducted in accordance with the zoning regulations contained in Chapter 16 of this Code, or is conducted off-site.

c) Tools, equipment and other supplies utilized in construction or landscaping. However, homeowners who have a current, valid building permit are allowed to neatly store small quantities of required supplies during construction or remodeling.

d) The parking or storage of any unlicensed or inoperable vehicle. This Subparagraph is not meant to prohibit outside storage of bona fide collector's items when stored in compliance with Section 42-12-101, et seq., C.R.S., and other applicable ordinances.

e) The parking or storage of any passenger vehicle, ~~recreational other~~ vehicle ~~trailer, boat~~ or other articles of personal property, not owned by the occupant of the property upon which it is parked, stored or used, for longer than a period of ten (10) days.

f) The parking or storage of more than a total of ten (10) vehicles (Passenger or Other) with a maximum of five (5) of the ten (10) being other vehicles. Any vehicles in addition to those allowed by this paragraph must be screened from passing traffic and out of sight of contiguous property owners. Screening must be in compliance with all other sections of the Code.

g) It is unlawful to park, store or permit to stand any passenger vehicle on a portion of residential property unless the vehicle is parked on a driveway that connects to a public street.

~~g) The parking or storage of commercial or industrial vehicles, except that one (1) vehicle used in the operation of a business by an owner and or occupant of the property is permitted: (a) in accordance with Chapter 16 of this Code applicable to home occupations; or (b) to allow for an occupant of a residence who is provided a business vehicle for personal use.~~

h) The parking or storage of any Class 6-9 vehicle (weight exceeding 19,501 pounds). ~~vehicle with a gross weight greater than thirty-six thousand (36,000) pounds, recreational vehicles excluded.~~

7-1-10 Definitions:

Collector's item means a motor vehicle or implement of husbandry that is at least twenty-five (25) years old and is of historic or special interest. In order to be considered a collector's item, a motor vehicle must meet all criteria of a "collector's item" as defined in Section 42-12-101, et seq., C.R.S., in addition to all other applicable statutes and ordinances.

Garbage means and includes any vegetable or animal refuse, food or food product, matter from a kitchen, offal or carcass of a dead animal which, if deposited within the Town other than in a garbage receptacle, tends to create a danger to public health, safety and welfare or to impair the local environment. The use in this Section is not meant to prohibit properly maintained, odorless compost or manure piles.

Hazard to public health, safety and welfare shall include any activity so recognized by the laws and regulations of the United States, the State or the ordinances of the Town. Such hazards shall also include, but not be limited to, activities likely to cause foul or offensive odors, promote the growth or propagation of disease-carrying insects, pollute the air or ground waters of adjacent property, create loud or offensive sounds, cause drainage and runoff to occur in other than historical patterns or dead trees or vegetation that constitute such a hazard.

Implement of husbandry means every vehicle, farm tractor or machine that is designed, adapted or used for agricultural purposes.

Inoperable vehicle includes any vehicle that:

- a. Would be required to be licensed if operated on a public highway, but does not display current, valid license plates;
- b. Does not work, move or run;
- c. Is not functioning;
- d. Is not operable for the function for which it was designed; or
- e. Does not comply with the minimum safety requirements of the Colorado Motor Vehicle Law.

Junk shall include any old, used or secondhand materials of any kind including, without limitation, cloth, rags, clothing, paper, rubbish, bottles; rubber, iron, tires, brass, copper or other metal; furniture; refrigerators, freezers, all other appliances; the parts of vehicles, apparatuses and contrivances and parts thereof which are no longer in use; any used building materials, boards or other lumber, cement blocks, bricks or other second hand building materials; or any discarded machinery, vehicles or any other article or thing commonly known and classified as junk.

Litter means the scattering or dropping of rubbish, trash or other matter, organic or mineral.

Other Vehicles means class 4-5 (14,000-19,500 pounds) and Recreational Vehicle classes A,B and C. Other vehicles also include trailers (with or without vehicles on them), ATVs, jet skis and boats.

Trash means that which is worthless or useless and includes but is not limited to any and every refuse, rubbish, garbage, debris, waste material, paper, cartons, bottles, boxes, crates, barrels, plastic object, wooden object: wood (except stacked firewood and stacked construction materials), ~~tree branches, yard trimmings, dead plant material~~; wood or upholstered furniture or bedding; rubber, metals, tin or aluminum cans, metal furniture; chemical compound, petroleum product or compound, paint; automobile part or accessory, tire, wheel; food or food product; solvent, dye, beverage; offal composed of animal matter or vegetable matter or both; dirt, rock, pieces of concrete, bricks, glass, crockery or other minerals or mineral wastes; junk; or any noxious or offensive matter whatsoever. However, such does not include earth and waste from building construction during the period in which a valid building permit issued by the Town is applicable.

Passenger Vehicle means Class 1-3 (weight under 14,000 pounds). Includes, but is not limited to: automobiles, four-wheel drive passenger vehicles, pick-up trucks, passenger vans, motorcycles or SUVs. ~~a machine propelled by power other than human power designed to travel along the ground, in the air or through water by use of wheels, treads, runners, slides, wings or hulls and to transport persons or property, to pull non self-propelled vehicles or machinery, and includes, but is not limited to: automobile, airplane, boat, bus, truck, trailer, motorcycle, motor home, recreational vehicle, camper, truck tractor, implements of husbandry, mobile machinery and self-propelled construction equipment. For the purposes of this Section, the term vehicle includes implements of husbandry.~~

EXHIBIT:

Exhibit A: Vehicle descriptions with examples of vehicle weights

VEHICLE WEIGHTS

**EVER WONDER
WHAT EACH
CLASS OF
TRUCK LOOKS
LIKE?**

**US TOO.
WE CREATED
THIS HANDY
INFOGRAPHIC
FOR YOU
TO USE!**

**CLASS 1-3
NON-COMMERCIAL VEHICLES**

No concern of ours
Anyone can drive a minivan
or a station wagon
Famous representation:
Lightning McQueen



**IF YOUR SHOP
HANDLES ANY
CLASSES, CHECK
OUT FULLBAY AND
SEE WHAT WE CAN
DO FOR YOU!**

**CLASS 4
BETWEEN 14,000-16,000
POUNDS**

You can drive these yourself,
but be careful
Box trucks and some delivery trucks
Famous representation:
The COSTCO food delivery truck



**CLASS 6
BETWEEN 19,501-26,000
POUNDS**

Beverage trucks, rack trucks,
and school buses
You need a CDL for this type of vehicle
Famous representation:
The Magic School Bus



**CLASS 5
BETWEEN 16,001-19,500
POUNDS**

Lots of farming equipment
Bucket trucks, cherry pickers
Famous representation:
Your local electrical company probably
probably has a fleet of bucket trucks



**CLASS 7
BETWEEN 26,001-33,000
POUNDS**

Working trucks you see on a daily basis
Street sweepers, garbage trucks, and
city transit buses
Famous representation:
GDM-5303 (a.k.a. that bus from Speed)



**CLASS 8
OVER 33,001 POUNDS**

Heavy isn't enough of an adjective - these trucks are called **severe-duty**
Most big rigs, along with cement trucks and dump trucks
Famous representation: Optimus Prime



**CLASS 9
FOR VEHICLES THAT DEFY CLASSIFICATION**

"The Great Beyond"
A big 18-wheeler can weigh up to 80,000 pounds
Might need to obtain special permits and stick to specific routes
Famous representation: Unicron



FULLBAY

Heavy duty repair shop software

[FULLBAY.COM](https://fullbay.com)

Class 1	Light truck	0–6,000 pounds (0–2,722 kg)	Chevrolet Colorado/GMC Canyon , Ford Ranger , Nissan Navara , Jeep Gladiator , Toyota Tacoma , Honda Ridgeline FWD ^[8]
Class 2a	Light truck	6,001–8,500 pounds (2,722–3,856 kg)	Chevrolet Silverado/GMC Sierra 1500 , Ford F-150 , Nissan Titan , Ram 1500 , Toyota Tundra , Dodge Dakota , Honda Ridgeline AWD ^{[8][9][10]}
Class 2b	Light/Medium truck	8,501–10,000 pounds (3,856–4,536 kg)	Chevrolet Silverado/GMC Sierra 2500 , Ford F-250 , Nissan Titan XD , Ram 2500 ^{[8][9][10]}
Class 3	Medium truck	10,001–14,000 pounds (4,536–6,350 kg)	Isuzu NPR , ^[11] Chevrolet Silverado/GMC Sierra 3500 , Ford F-350 , Ram 3500 , Ford F-450 (pickup only)
Class 4	Medium truck	14,001–16,000 pounds (6,351–7,257 kg)	Isuzu NPR-HD , ^[11] Chevrolet Silverado 4500 , Ford F-450 (chassis cab), Ram 4500 ^[8]
Class 5	Medium truck	16,001–19,500 pounds (7,258–8,845 kg)	Isuzu NRR , ^[11] Chevrolet Silverado 5500 , Ford F-550 , Ram 5500 , Kenworth T170, Peterbilt 325 , International TerraStar ^[12]
Class 6	Medium truck	19,501–26,000 pounds (8,846–11,793 kg)	Chevrolet Kodiak C6500, Ford F-650 , Kenworth T270, Peterbilt 330 , International Durastar ^[13]
Class 7	Heavy truck	26,001–33,000	Autocar ACMD, GMC C7500, Kenworth T470 & T440 & T370, Peterbilt 220 & 337, Ford F-750 ^[14]

		pounds (11,794– 14,969 kg)	
Class 8	Heavy truck	33,001 pounds (14,969 kg) +	Autocar ACX, Autocar DC, International WorkStar , Freightliner Cascadia , Kenworth T600 , Kenworth T660 , Kenworth T680 , Kenworth W900, Kenworth W990, Kenworth T880, Kenworth T800 Orange EV T-Series Electric, Mack Granite , Peterbilt 579, Peterbilt 389 ^[15] - Semi-trailer trucks fall into this category