



Creating Community, Enhancing Health, Inspiring Play since 1959

BOARD OF DIRECTORS MEETING

August 22, 2023 – 6pm

Peak Community & Wellness Center, 6612 S Ward St., Littleton CO

Virtual Option:

You are invited to a Teams webinar.

When: Aug 22, 2023, 6:00PM Mountain Time (US and Canada)

Topic: Foothills Park & Recreation District Board Meeting 8/22/2023 Register in advance for this webinar:
<https://events.teams.microsoft.com/event/974e1ab0-7398-40e8-bdb2-dbe497e01cbe@e0c4bd9d-9b50-4d79-937d-213d59e132e8>

After registering, you will receive a confirmation email containing information about joining the webinar.

AGENDA

Pursuant to Colorado Revised Statutes 18-8-308(2), 24-18-109(3)(a), 24-18-110, 32-1-902(3), all known potential conflicts of interest of any board members have been filed with the Secretary of State.

- I. CALL TO ORDER (Maple Room)
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF JULY 25, 2023 MINUTES
- VI. COMMUNITY COMMENTS

For virtual attendees, please click the Raise Your Hand icon and the moderator will alert the Board of your desire to speak and your microphone will be enabled. A three-minute time period will be observed and there will be only one three-minute opportunity per person to speak during the Community Comments time.

- VII. DECISION ITEMS
 - A. Feeding Many/Jovial Concepts Agreement - Colin Insley
 - B. Clement Park Cell Tower Agreement - Colin Insley
 - C. Jeffco Trails 2024 Partnership Grant - Colin Insley
 - D. Employee Handbook Update - Frannie Masters
- VIII. EXECUTIVE DIRECTOR'S REPORT

IX. DISCUSSION ITEMS

A. Finance Update

- Dennis Weiner

B. Cyber Risk Assessment Update

- Preston Malcolm

X. ADJOURNMENT

Individuals who require special accommodation to attend and/or participate in this meeting should call the Foothills District Office at 303.409.2108 to advise of their specific need(s) at least 24 hours prior to the meeting.

RECORD OF PROCEEDINGS

FOOTHILLS PARK & RECREATION DISTRICT REGULAR BOARD OF DIRECTORS MEETING

June 27, 2023

Virtual Option

You are invited to a Teams webinar.

When: Jun 27, 2023, 6:00PM Mountain Time (US and Canada)

Topic: Foothills Park & Recreation District Board Meeting 6/27/2023

Register in advance for this webinar:

<https://events.teams.microsoft.com/event/a02831ce-7fd9-4ebe-89b6-e4e3f99d6112@e0c4bd9d-9b50-4d79-937d-213d59e132e8>

After registering, you will receive a confirmation email containing information about joining the webinar.

- I. CALL TO ORDER: Director Trimble called the regular meeting to order at 6:00pm.
- II. PLEDGE OF ALLEGIANCE: Director Trimble led those in attendance in the Pledge of Allegiance to the Flag of the United States of America.
- III. ROLL CALL:

Director Hanson:	Present
Director Lodice:	Present arrived 6:08 pm
Director Daughtrey:	Present
Director Writz:	Present
Director Trimble:	Present

ALSO IN ATTENDANCE: Paul Rufien, District Counsel; Ronald Hopp, Executive Director; Derek Eberhardt, Director of Operations; Barb Butler, Director of Recreation Programs; Colin Insley, Director of Parks, Planning and Construction; Randy Meyers, Director of Golf; Richelle Riley, Recording Secretary; other Foothills staff and members of the public.

Potential conflicts of interest were disclosed pursuant to Colorado Revised Statutes 18-8-308(2), 24-18-109(3)(a), 24-18-110, and 32-1-902(3).

IV. APPROVAL OF AGENDA:

MOTION: Director Daughtrey moved that the Foothills Board of Directors approve the June 27, 2023 agenda as submitted. Director Writz seconded the motion. Poll of the Board: Director Hanson, yes; Director Daughtrey, yes; Director Writz, yes; Director Trimble, yes. The motion was approved.

V. APPROVAL OF MAY 23, 2023 MINUTES:

MOTION: Director Writz moved that the Foothills Board of Directors approve the minutes of the May 23, 2023 board meeting as submitted. Director Daughtrey seconded the motion. Poll of the Board: Director Hanson, yes; Director Daughtrey, yes; Director Writz, yes; Director Trimble, yes. The motion was approved.

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VI. COMMUNITY COMMENTS:

VII. DECISION ITEMS

A. 2023 Neighborhood Parks Contract

Referring to the memo provided, Colin Insley said staff are coming to the Board for a contract that had originally been bid in April and no bids were received. Staff put out bids again for these parks with more leeway in terms of timing, he explained. The park sites include Jim Hoida Memorial Park, Willow Creek Park, Westbury Park, and West Laurel Park, Mr. Insley discussed, and talked about the five bids that were received. Mr. Insley indicated staff are seeking approval for SaBell's Civil & Landscape LLC. He recognized staff have worked with them on numerous park projects with success, they were the lowest bid. Mr. Insley answered questions from the Board. He talked about other parks projects where SaBell's was used. Mr. Insley said the work will begin in October and finish in June.

MOTION: Director Writz moved that the Foothills Board of Directors approve staff's request to award the 2023 Neighborhood Parks contract in the amount of \$1,237,655.00 to SaBell's Civil & Landscape LLC and authorize the Executive Director to execute the contract documents. Director Hanson seconded the motion. Poll of the Board: Director Hanson, yes; Director Lodice, yes; Director Daughtrey, yes; Director Writz, yes; Director Trimble, yes. The motion was approved.

B. Tribute Bench Application

Mr. Insley referred to the application in the packet that was received from the Larry Stearns family that live in the Dancing Willows area. Mr. Stearns takes pictures of great horned owls that nest in the trees there. Consequently, one of the Art in the Park items done this year is a family of owls carved in a tree stump in the Dancing Willows area, and this bench would sit across from that. The Stearns family has agreed to donate the bench to the District.

MOTION: Director Writz moved that the Foothills Board of Directors approve the tribute bench request from the Stearns family for the purpose of placing a park bench with dedication plaque at Dancing Willows Park. Director Lodice seconded the motion. Poll of the Board: Director Hanson, yes; Director Lodice, yes; Director Daughtrey, yes; Director Writz, yes; Director Trimble, yes. The motion was approved.

VIII. EXECUTIVE DIRECTOR'S REPORT:

Mr. Hopp highlighted items in the report provided. He congratulated Sarah McAfee and Sean Kitners for being nominated for the TRIAD Early Council Children's Champion Award.

We have received notification from the Jefferson County for the 2023 coordinated election asking if we want to do a TABOR election in the fall of 2023. Mr. Hopp explained we don't anticipate that we are, but wanted to make sure the Board knew that we are not and gain concurrence.

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Mr. Hopp reported there was an Xcel Energy issue at Foothills golf course, a different issue than the first one where it took them a long time to move a switch box and transformer out of the way of the clubhouse. In December of 2022, a transformer failed and staff believe it was because there was a power surge from another transformer in an adjacent neighborhood which caused damage to the District's meter housing and disconnect box. It took a long time to get those replaced and get Excel to come back to inspect so we could get our meter back. During that time, a temporary generator was used. About \$170,000 was incurred that staff believe is Excel's fault, Mr. Hopp discussed. A claim was submitted to Xcel and they denied it. Mr. Hopp said there have been conversations with Paul Rufien to see if there is any legal recourse. Mr. Hopp made clear it is completely unrelated to the clubhouse project.

Mr. Hopp pointed out Director Daughtrey and he went to the Special District Association's Board Member workshop.

Dennis Weiner was not in attendance, and Mr. Hopp went over the finance report that was included in the packet. Through May 31, the District is almost \$2.45 million better than plan.

Mr. Hopp made the Board aware that there is a cell tower in Clement Park that has been in the park for almost 25 years. The company, Crown Castle, would like to extend that lease for another 25 years, Mr. Hopp discussed. Staff are inclined to bring that agreement to the Board at a future meeting. There was discussion about escalation in the agreement and CPI. Mr. Hopp indicated staff can check into basing escalation on CPI.

Mr. Hopp pointed out that the Special District Association is holding their annual conference September 12 through 14. Director Daughtrey suggested showcasing, maybe not this year but next year, the District's pool projects and how they came together. Mr. Hopp agreed, the clubhouse project also.

Mr. Hopp added that Director Lodice and Director Daughtrey were able to attend the West Metro Chamber of Commerce Taste of the West at Foothills Fieldhouse.

Director Writz and Mr. Hopp had a meeting today with Deb Jones and a counterpart of hers at Clement Park and Mossbrucker Park to talk about prairie dogs, Mr. Hopp discussed. Ms. Jones is going to potentially provide a proposal for relocation efforts, he discussed. Mr. Hopp recognized the District's Prairie Dog Management Plan says that the District would be willing to contribute towards non-lethal means like a relocation as long as it doesn't exceed the costs associated with a control. The District may consider adding to that if staff think it is in the best interest of the District, Mr. Hopp said. He acknowledged It doesn't solve the problem at Clement Park but there was also conversation about trying to look at vegetation growth that might deter movement. Director Writz talked about a new way to create a natural type of barrier. She thought it could be more of a permanent fix, or a longer lasting fix, and probably would take a little bit more funding from the Board and approval to create this natural barrier, she discussed. Mr. Hopp reiterated if we are successful with relocation and the costs aren't too exorbitant, we would probably pursue that. If it goes beyond that, he added, staff may need to come back to the Board because the policy says the Board would have to approve additional funds if

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it goes beyond what our usual costs of control are. In the meantime, Mr. Hopp said staff have asked Ms. Jones to put together a proposal for potential relocation from Clement Park and Mossbrucker Park at this time.

Mr. Hopp indicated Todd Goulding, Jesse Sherr, Tom Boucha, and Weston Hatfield were in attendance virtually to talk in length about the three major projects which are the clubhouse and the two pool projects, and provide updates on where we are with progress of the schedules as well as where we are financially.

Using Screen Share, Todd Goulding, Owner's Rep for the clubhouse project, detailed the monthly project budget that is submitted once per month with every draw, this being the financials through the end of May. He discussed three large categories that are unknown conditions; irrigation relocation, Excel Energy claim and all the costs associated with that, water and tap fees from both Lakehurst and Denver Water. Mr. Goulding said we are able to currently absorb those costs in the overall budget. Hard Costs Contingency is where these costs are absorbed today, in addition to other typical costs, he said. The thought at the moment is that the clubhouse budget can continue to absorb these unforeseen conditions, they will be carried here. If we start running into difficulties later, we will have to address where to assign some of these costs that were unanticipated for the project. Mr. Goulding explained that Adolfson and Peterson have been able to absorb some of the costs we have incurred to date within their contract. Mr. Goulding detailed the Change Order Summary for the project, and explained how the process works.

Mr. Goulding gave an overview of how things are going with the project. He said there was a lot of discussion with the design team on how to handle ground water. For the most part, it has gone fairly well despite the heavy rains we have seen to date, he explained. The biggest impact with the recent rain is delay of paving the new parking lot.

Mr. Hopp concluded the project is doing okay, and still within the numbers. That could change. Those three unknown conditions, if we can carry them within the overall budget numbers, we will. If we have to identify other funds to take care them in the future, we would have funds to be able to do that.

Jesse Sherr with Perkins & Will, and Tom Boucha and Weston Hatfield with FCI were in attendance virtually for the pool projects.

Using Screen Share, Mr. Hopp gave a general overview of the pool projects. It was known fairly early-on that the Sixth Avenue West Pool project was not going to get done in time for the summer. It is looking more like Columbine West Pool is also not going to be done in time for any of the summer. There was about 40 days of winter or rain weather that they could not do any work, Mr. Hopp explained.

Mr. Hopp pointed out challenges at Sixth Avenue West Pool, and costs associated with unforeseen conditions. He said some of these costs will be absorbed in the construction contingency, but bigger items will be costs over and above what we were anticipating. Mr. Hopp talked about challenges at Columbine West Pool. Costs associated with some of the time delays are not as big at Columbine West as they are at Sixth Avenue, he explained.

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The District had a GMP for pool projects that also had contingencies, but have now probably exceeded those numbers, Mr. Hopp brought to the Board's attention and discussed. Overall, Columbine West at this point in time, we feel is about \$186,000 over than anticipated, and Sixth Avenue is about \$406,000 over anticipated, for a total of about \$593,000. He reminded when staff presented construction and capital projects for the year, about \$800,000 had been earmarked in anticipation of these types of things. He explained there is no issue of covering these costs, we may need some sort of official authorization. When the project is finished, there will be some sort of project close-out and maybe some additional allocation of funds. Mr. Hopp pointed out that \$600,000 is less than five percent of the overall project.

Paul Rufien advised it would be premature to take formal action right now. He agreed the update was very important for the Board to hear. Mr. Rufien discussed as we are closer to the end of the project and know more hard and fast dollars, then there may be an action to take. He suggested it may not be necessary according to Colorado contracting laws. It would be more in association with our own budget whether we would want to do something to formalize it. He advised to wait and continue to get these kind of updates. Mr. Rufien added that any time the Board wants to, we could do something.

Mr. Hopp invited the Board to contact him to tour the projects at any time.

IX. DISCUSSION ITEMS:

A. Feeding Many/Jovial Concepts Presentation

Mr. Insley introduced Dr. Shirl Smith, with Feeding Many, to the Board. Referring to the memo provided, he discussed that in 2017, the Board at that time approved an agreement for Feeding Many, a non-profit organization, to build an orchard at one of the District's sites, and pointed out a vicinity map. The agreement states that if Feeding Many decided to move on, they would see if there is a different entity who would be willing to take it on.

Using PowerPoint, Dr. Smith provided information about the community orchard and gardens, including the aviary in the center. She spoke about the volunteers and introduced people from the community who were in attendance. Dr. Smith explained it is time to pass her baton, and she vetted organizations in which to pass the baton. She indicated she had a conversation with Jovial Concepts for transition. Dr. Smith explained though she is retired, she will remain as a consultant on this project for the next two years.

Using Power Point, Kristina Welch, with Jovial Concepts, spoke to the Board about their gardens and their 15 years of gardening experience. She assured their goal is to take on Dr. Smith's project and continue to serve the community. Ms. Welch said their non-profit also donates the food they grow to food banks and elementary schools. She talked about their projects. Ms. Welch discussed they purchased a house for their non-profit and the back yard opens into the orchard, and talked about what they do and programming they are planning to do.

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Mr. Hopp reiterated the District has an agreement with Feeding Many. With Dr. Smith's impending retirement, we will likely enter into a new agreement with Jovial Concepts. It will be a similar type of agreement for the utilization of the land for the orchard.

Jay Pickard, attorney for Feeding Many, discussed that they have lined up the transition for their 501-C3 and are set on that front. He expressed confidence that this can continue to be a productive thing. Mr. Pickard acknowledged Dr. Smith was out there working all the time and developing relationships, and created a great foundation for what is going to happen there.

Community member and volunteer, Kelly O'Toole-Leonard, said one of things that brought her and her husband to that neighborhood was the orchard. They reached out to Dr. Smith and started volunteering, she discussed.

Dr. Smith gave honey from the hives to each of the board members. She said they do have a Fall Festival planned for October 14th. She said it will be her celebration of transitioning, Jovial Concepts will come in and carry that tradition forward.

B. Employee Handbook Update Overview

Referring to the memo provided, Frannie Masters indicated the Employee Handbook was last updated in 2018.

The handbook now has been updated with legislative changes that have occurred, duplicate policies were removed, and Employer's Counsel did a legal review, Ms. Masters said. Using PowerPoint, Ms. Masters outlined the updates due to the employment law changes that have occurred.

Ms. Masters went over policies that were updated including a policy related to weapons. Up until 2021, public employers in Colorado could not prohibit weapons, and with the change that occurred in 2021, they can. To be consistent with recommendations received from Employer's Counsel, and from the Colorado Special Districts Pool, there is an update to the policy to prohibit employees from carrying weapons. Ms. Masters clarified the pool is who provides the District's property and liability and workers comp insurances.

Ms. Masters said an additional floating holiday has been added for full-time staff. Currently, staff were getting one floating holiday. The second one was added for Juneteenth, Ms. Masters discussed.

There was discussion about the weapons policy. Ms. Masters discussed the law that changed in 2021.

Ms. Masters talked about duplication of some policies in the Employee Handbook. In the interest of reducing the size and eliminating the times where if we are making an update to a policy that we

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have to update it in more than one place, we tried to take out the duplicated policy and have it in one place.

Employer's Counsel did a review on the handbook and they had feedback including to keep the handbook brief to only cover things that apply to all employees, Ms. Masters explained. She pointed out policies that were separated from the handbook that were included in the board packet.

There was discussion about drug testing. Ms. Masters explained the only type of testing we do is reasonable suspicion with the exception of CDL drivers that have to comply with DOT requirements. There was discussion about mushrooms. Ms. Masters reiterated because we are doing reasonable suspicion, there has to be signs that somebody is under the influence so it is less likely that the levels are going to matter at that point because they are demonstrating some sort of behavior that makes a person think that they are operating under the influence. Ms. Masters added that even if a person is legally using marijuana or legally using mushrooms, they shouldn't be under the influence of those substances at work.

Ms. Masters said at the August meeting, she will answer any outstanding questions and ask the Board to adopt the Employee Handbook.

Mr. Hopp said he will be virtual for the July board meeting.

Mr. Hopp announced that Barb Butler has officially announced her retirement. Her last day with the District will be on August 11th. There will be a retirement reception for her August 2nd at Meadows Golf Course Clubhouse. He recognized that Ms. Butler has been with the District 28 years in April.

Director Daughtrey said she will be virtual for the July board meeting.

XI. ADJOURNMENT:

The regular meeting adjourned at 7:50pm. The next regular board meeting will be held at 6pm on Tuesday, July 25, 2023.

Submitted by: Richelle Riley, Recording Secretary

FOOTHILLS PARK & RECREATION DISTRICT
Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: August 22, 2023

MEMO TO: Foothills Board of Directors

FROM: Colin Insley, Director of Parks, Planning and Construction

SUBJECT: Feeding Many/Jovial Concepts Agreement

At the July Board meeting, staff introduced Dr. Shirl Smith of Feeding Many and Kristina Welch of Jovial Concepts to the Board. As per the discussion, Feeding Many is stepping down from oversight and management of the orchard and community gardens at Weaver Creek Park. See vicinity map attached.

Staff is presenting a new License Agreement to the Board for consideration and approval with Jovial Concepts, which will allow them to provide management and oversight of the orchard and community gardens.

The new agreement acknowledges the change in name and contact information along with waiving a deposit of \$500 dollars that had been previously paid by Feeding Many at the onset of the original agreement. The term has also been changed to coincide with the lease the District has with Jefferson County Open space and will be completed in 2053. A copy of the document with exhibits are attached for your review.

The District's legal counsel has reviewed the document and approved its content.

MOTION: I move that the Foothills Board of Directors approve the License Agreement for Jovial Concepts, and further authorize the Executive Director to execute the document as discussed.

Orchard and Community Gardens



**LICENSE AGREEMENT
FOR
JOVIAL CONCEPTS**

This License Agreement ("Agreement") is entered this _____, 2023, between FOOTHILLS PARK & RECREATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("District") and JOVIAL CONCEPTS, a Colorado non-profit corporation ("Licensee" or "Jovial"), collectively referred to as "Parties" and occasionally in the singular as "Party."

WHEREAS, District is the lessor of certain real property which is legally described in the attached **Exhibit A** (the "Property"), which the District currently leases from the County of Jefferson, State of Colorado ("Jefferson County"), pursuant to the Lease Agreement dated February 3, 2003, and recorded at Reception No. F1669666 in the Jefferson County Clerk & Recorder's Office (the "County Lease"); and

WHEREAS, the Parties have identified the Property as being suitable for the placement and maintenance of a community garden and orchard as contemplated herein; and

WHEREAS, Licensee desires to operate a community garden and orchard on the Property as part of its non-profit activities, including the construction of certain fixtures such as garden beds, fences, water tap, and other necessary items to sustain the community garden and orchard; and

WHEREAS, District has determined that Jovial's activities on this community garden and orchard are consistent with its mission of providing the highest level of park and recreation opportunities to its constituents.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the sufficiency of which is mutually acknowledged, Parties agree as follows:

1. PROPERTY LICENSE.

- a. The District grants Jovial a license ("License") to operate and manage the Property for the purposes set forth herein.
- b. The Parties agree that Jovial's intended uses as contemplated herein and as may be necessary to maintain a community garden and orchard are for public open space, park or recreational purposes only.
- c. In connection with its operation, Licensee agrees to offer the general public educational and recreational programs, and dedicate some of the garden plots within the Property for student or youth programs offered by Kendallvue Elementary School, the District, or another entity previously approved by the District. Other garden plots will be offered to the general public.

- d. The District licenses only the Property. All improvements, structures, power, water or other facilities subsequently placed on this land shall be at the expense of Jovial, and Jovial shall pay all charges of installation, modification, maintenance and use of facilities and for all services connected therewith. Subsequent to installation, any and all such improvements shall be the sole responsibility of Jovial, and all associated liability, if any, shall be borne by Jovial.
- e. The Property is licensed "as is" without any warranties.
- f. Notwithstanding any provision of this Agreement to the contrary, this Agreement does not grant Licensee a real property interest in the Property.

2. Term. This Agreement shall be effective upon execution by both Parties and shall continue through February 1, 2053.

3. Termination.

a. Termination for cause. In the event Licensee fails to cure an instance of default identified by the District in its reasonable discretion within a 30-day period after being notified in writing of the nature of the default and what actions must be taken to cure such default, the District shall have the right to immediately terminate this Agreement. Any payments made by Licensee as of the date of such termination, shall be retained by the District.

b. Termination without cause. During the initial term of this Agreement, running through February 1, 2053, neither Party may terminate this Agreement except for termination by the District pursuant to Section 3(a) of this Agreement.

c. Termination of County Lease. The Parties understand that upon termination or expiration of the County Lease, at its sole option Jefferson County may elect to cancel this Agreement or agree to continue it upon terms acceptable to Licensee and Jefferson County. In the event of termination or expiration of the County Lease, the District shall be released from any rights or obligations under this Agreement.

4. Restoration of Property. In the event of termination of this Agreement due to default by Licensee or pursuant to notice by Licensee, or due to the expiration of an existing term without renewal, Licensee shall be responsible for the restoration of the Property to substantially the same condition as prior to Licensee's use of the Property with respect to the removal of the improvements. Such restoration shall include grading as necessary, and re-vegetation with natural seeding. In the event Licensee fails to restore the Property in a manner acceptable to the District, in its sole reasonable discretion, the Parties agree and stipulate that Licensee shall pay as a maximum charge to the District the actual costs incurred by the District to restore the Property to its satisfaction. Licensee shall further be responsible for removing any personal property placed on the Property. Any personal property remaining on the Property after 30 days following termination of this Agreement may be removed by the District, with the cost of removal charged to the Licensee with a

maximum of such charge in the amount of the actual costs incurred by the District. The District may opt in its sole discretion to retain any personal property remaining on the Property after 30 days following termination of this Agreement, with no payment obligation to Jovial.

5. License Fees. There shall be no license fee or renewal fee or other fee for Licensee's license and use of the Property under this Agreement. The District acknowledges receipt of a deposit in the amount of \$500.00 ("Deposit") from Licensee's predecessor which shall be held by the District as security for Licensee's performance under this Agreement. In the event Licensee fails to perform its responsibilities under this Agreement, District shall have the option to perform work that it deems necessary in its sole discretion. Any costs associated with District's performance of necessary work shall be paid first from the Deposit. In the event the District must use any or all of the Deposit, prior to Licensee conducting any further activities on the Property, Licensee shall be required to reimburse the District for any funds used from the Deposit up to a limit of an additional \$500.

6. 2-Year Reviews. The Parties agree that their desire is to form a long term professional working relationship. As part of that relationship, the Parties agree that communication is essential and they will readily communicate with one another regarding any and all issues affecting this Agreement. In further pursuit of such, the Parties will initiate contact at least 90 days prior to the conclusion of two years from the commencement of this Agreement to schedule a face to face meeting. At such meeting, any and all issues, concerns, liabilities, complaints, or other facts which could lead to disagreements or potential violations of this Agreement, or any other issues impacting the desirability of continuing the relationship shall be presented by both Parties for review and discussion. The Parties shall create and mutually agree upon a remediation plan to bring about any changes that are required to remediate the alleged concerns. Should the Parties not reach a mutually agreeable remediation plan, the District shall in good faith and within the reasonable original intent of this Agreement, set forth in writing within 30 days of the face to face meeting, a detailed remediation plan, and thereafter Licensee shall have an additional 30 days to initiate compliance with such plan, unless the District agrees to an extension of that time frame or unless the plan itself calls for a longer compliance period. If Licensee does not comply with the remediation plan in the reasonable good faith determination of the District, exercising its sole and absolute discretion, the District may thereafter terminate the Agreement immediately. The Parties will repeat this process every two years to provide for the mutual beneficial use of the Property as contemplated under this Agreement.

7. No Revenue Sharing. The Parties agree that Jovial providing a community garden and orchard is a mutually beneficial relationship, with Jovial able to grow its produce, and the District able to provide a community garden and orchard to its constituents not otherwise presently available. Any revenue generated by Licensee under this Agreement shall be devoted to accomplish the purposes of this Agreement and in furtherance of the mission of Jovial. It is the Parties' intent that should there be any funds retained by Jovial at the termination of this License, Jovial may be solely entitled to retain such funds.

8. Use of Property.

a. Use. Licensee agrees that through the term (and any extended term(s) of

this Agreement), the Property shall be used for the purposes of a community garden and orchard. Generally, Jovial intends to continue operation of approximately 70 community garden and orchard beds and an orchard, and to expand or contract those operations, as the community needs. As reasonably necessary, Jovial may restrict public access to protect the trees, produce or gardens, may charge a reasonable fee (subject to District's prior authorization and approval), or take other measures to fulfill the purposes generally described herein. Any other uses of the Property not directly relating to such activities, events and operations are not permitted unless other uses are previously approved by District upon written request from Licensee. If at any time District believes that Licensee is using the Property for a non-authorized purpose, District shall notify Licensee in writing of the nonconforming use. Licensee shall have 10 days to cease such use or to provide District with an adequate written explanation of how the use relates to the intended purposes. If any nonconforming use is not stopped or adequately explained to District's satisfaction (in District's sole discretion), District may terminate this Agreement for an instance of default as set forth in Section 3(a) above. Any additional use must be consistent with the public park and recreation purposes of this Agreement and the terms of the County Lease.

b. Park Rules. All District park rules, regulations and policies, the County Lease terms, and Jefferson County Open Space Rules and Regulations (as defined in the County Lease) apply to the Property and to Licensee's use.

c. Fees. Generally, any fees charged for usage of the facilities shall be consistent with standards of the community and competitive with related facilities in the Denver Metropolitan Area. Any fee proposed by Licensee must be approved by the District prior to any implementation, and District residents shall be afforded a discounted rate. The Licensee will provide a financial statement annually to the District upon request.

d. Advertising. Licensee will submit any advertising to the District for approval prior to posting. All advertising will meet District standards, and comply with all applicable laws and regulations.

f. Utilities. Licensee will be responsible for payment and installation of all utilities required. Due to the nature and use of the District's irrigation water, the District cannot guarantee water for use on the Property. The District will work with Licensee for use of irrigation water based upon District's existing policies and practices.

g. Parking. Public parking and/or vendors will be allowed in the area around the Property during large events (generally where anticipated parking needs are greater than 20 cars). Licensee must submit a parking plan and vendor booth plan to the District for its approval at least 5 days prior to any such event. Licensee shall obtain all necessary permits required by the local authorities/agencies.

h. Sublease. Jovial agrees that it must comply with the terms and conditions of the County Lease, and the District agrees to use reasonable efforts to make Jovial aware of any applicable requirements contained within the County Lease applicable to its use of the Property under this Agreement.

2. Licensee Responsibilities. Licensee shall operate a community garden and orchard on the Property for the duration of this Agreement.

a. Plans, Construction, Maintenance and Repair. In general, all design and building plans shall be consistent with all existing laws, including building codes, and planning and zoning requirements of Jefferson County. Licensee shall be solely responsible for all improvements constructed on the Property, including the incremental increase, if any, of all drainage impacts such improvements may have on the Property and downstream properties. All plans must be submitted to the District for its prior consideration as to adherence to the concepts outlined in **Exhibit B**, which is attached and incorporated by this reference. The District's consideration shall not be for compliance with any applicable local, County, State or Federal codes, standards or regulation, design sufficiency or adequacy of health and safety issues, which shall at all times be the sole responsibility of Licensee. The District may deny such plans if not substantially in conformity to **Exhibit B**, such denial to be within the sole discretion of the District but not to be unreasonably enforced. Encroachment on areas outside of the construction zone are not permitted without prior written request and permission of the District. All such improvements shall be kept in good repair by Licensee and shall be suitable for use as part of the community garden and orchard.

b. Liability. Licensee shall be solely responsible for any site improvements to the Property that are for the benefit of the community garden and orchard. Such responsibility is intended by the Parties to be all-encompassing in terms of financial responsibility and liability associated with the Property. Licensee shall indemnify the District as set forth below.

c. Standards of Construction and Operation. Any facilities, including any and all improvements, parking areas and landscaping shall be constructed and maintained in accordance with high professional standards of appearance, integrity and condition. Damage to existing landscapes, turf, hardscape or other amenities will be returned to their previous condition, subject to the terms and limitations of this Agreement. If District in its sole and absolute discretion believes such standards are not being maintained, District shall notify Licensee in writing of the substandard condition. Licensee shall have twenty (20) days to provide District with an adequate written plan for curing the substandard condition. If plan adequate to District's satisfaction (determined by its sole discretion) is not provided to District within twenty (20) days, District may terminate this Agreement for an instance of default pursuant to Section 3(a) above.

d. Additional District Approvals. District shall have the right to approve the name of any facility or structure on the Property. Licensee shall not use District's name or logo without the prior consent of District. District shall approve or deny any written request for any signage used on the Property within 30 days from the date of the request, such approval not to be unreasonably denied. Pursuant to the terms of the County Lease, signage will recognize Jefferson County Open Space.

e. Security and Fencing. Security of the Property shall be the sole

responsibility of Licensee. As part of that security, Licensee may construct up to four-foot high non-locking fencing around or within the Property. Notwithstanding the foregoing, all walking paths surrounding and within the gardens (identified on Exhibit B) and orchard shall remain open to the general public. In addition, when feasible and practical, fencing shall not restrict the general public from visiting the gardens and orchard. The District shall have no responsibility regarding the security measures or the adequacy thereof.

f. Safety. Licensee shall be solely responsible for the safety of its participants and spectators. Licensee shall adhere to all applicable rules and regulations. Licensee agrees to conduct all activities on the Property in a manner so as to not create any undue risk to safety of participants or spectators.

g. Sanitation and Upkeep. Licensee shall be responsible for all sanitary services, trash removal and upkeep of the Property. Any work that the District has to perform for trash removal or upkeep will be charged to Licensee at a rate of \$25.00/hour per District employee performing the work. Prior to Licensee being billed for any work, the District shall provide at least 7 days prior written notice of the upkeep required, and a reasonable opportunity to cure.

h. Dust. Licensee shall adhere to all Jefferson County fugitive dust requirements as per health and zoning regulations.

i. Media. Licensee shall notify the District in advance of any activity or event that is expected to generate a media presence at the Property. In such event, the Parties shall cooperate to control the interference of any media with the users of other facilities. Any unexpected media presence shall be cooperatively controlled by the Parties to the best of their abilities.

j. Reporting. Licensee shall provide the District with a written report of any accident that occurs on the Property that results in injury to any person or property requiring professional medical attention. Such report shall include the nature of the injury, the cause of the accident, and all actions taken by Licensee as a result of the accident or injury. In addition, Licensee shall provide the District with a written report of any incidents that necessitate the involvement of law enforcement that may occur on the Property.

k. Inspection. Licensee agrees to allow for inspection of the facilities by the District at any time during normal hours of operation. If District requests a representative of Licensee be present during any such inspection, the Parties shall cooperate in the coordination of such inspection within a reasonable time, not to exceed three days from the date of District's request.

l. Permits. Licensee shall be responsible for obtaining all necessary permits and approvals from Jefferson County, Colorado, or any other governmental entity.

m. Services Provided. Licensee shall determine all details of service and products provided within the Property, subject to competitive industry standards. Licensee

agrees to provide the highest standards of courtesy and customer service in operations of the facility. Licensee shall receive all revenue generated from the services provided by it on the Property, subject to the limitations provided in this Agreement.

n. Alcohol. Licensee agrees that no alcohol or tobacco shall be sold or permitted on the Property unless requested in writing by Licensee and approved by the District. In such event, the Parties agree that it shall be the responsibility of Licensee or a third party contractor to obtain the necessary permits from Jefferson County or the State of Colorado in order to lawfully allow the sale and consumption of alcohol on the Property. Any contract between Licensee and a third party contractor that involves the sale or consumption of alcohol on the Property shall include a provision under which the third party contractor shall provide proof of adequate insurance that designates the District and Licensee as additional insureds for any such activity that occurs on the Property.

o. Produce. Any produce harvested on the Property will be 1) given to the general public or those who garden a plot or tend to the orchard, or 2) donated by Jovial to local food banks. The sale of produce is not permitted.

p. Mission of Jovial. Jovial shall at all times for which it is subject to this Agreement, maintain its non-profit corporate status, maintain its mission as set forth herein, meet its obligations as set forth herein, and shall ensure the maintenance of an independent Board of Directors and professional oversight of the operations and ensure the proper continuation of Jovial.

10. Assignments. Licensee shall not assign its rights under this Agreement without the prior written consent of District.

11. Default. In addition to the rights of termination under this Agreement, in the event Licensee shall be in default in the performance of any obligation on its part to be performed under the terms of this Agreement, District may exercise any and all remedies granted in law or equity. District shall have the right to enforce all terms of this Agreement in law or in equity, and if successful Licensee shall be responsible for any attorney fees incurred by District to enforce this Agreement after advance written notice and a reasonable opportunity to cure any default.

12. Insurance and Indemnification. It is the intent of Parties that District and Jefferson County shall have no liability associated with Licensee's construction and operation of the Property. Licensee shall obtain adequate liability insurance covering the Property in the minimum amount of one million dollars, and shall provide proof of such to the District prior to this Agreement becoming effective. Licensee shall maintain the same or similar coverage throughout the duration of this Agreement. District and Jefferson County shall be certificate holder and named additional insureds on all policies obtained by Licensee applicable to the Property, and Licensee shall provide District with proof of all required insurance policies. Proof of insurance will be provided to the District upon request, but at a minimum each time the Agreement is renewed, there is a change of insurance company or change in policy coverage. A copy of the insurance certificate will be presented to the District on an annual basis. Jovial shall maintain minimum general liability insurance in the amounts of combined Single Limit, Bodily Injury and Property Damage liability

of at least One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate. Any lapse in maintaining this minimum insurance coverage shall be a default of this Agreement by Licensee, and District shall have the right to immediately terminate this Agreement without notice or opportunity to cure. Further, Licensee agrees to indemnify and hold District and Jefferson County harmless against any claim, damage, loss or liability resulting from Licensee's activities or operations of the facilities on the Property, or from an outside vendor's activities or operations of the facilities on the Property. This indemnification shall expressly include, but shall not be limited to, any claims, damage, loss or liability due to any increase to or from the historical drainage on, over and across the Property attributable to the improvements of Licensee. Parties intend that this indemnification be as broad as permitted by law. Nothing within this Section shall constitute a waiver of the District's and Jefferson County's full rights under the Colorado Governmental Immunity Act.

13. Miscellaneous. This Agreement may not be amended, changed or modified unless in writing executed by Parties. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

14. Third Party Beneficiary. Although not a party to this Agreement, as the landowner Jefferson County is deemed a third party beneficiary with respect to Paragraph 9(b). (Liability) and Paragraph 12 (Insurance and Indemnification) of this Agreement. There shall be no other third party beneficiaries to this Agreement.

15. No partnership. Nothing within this Agreement shall create a partnership or agency relationship between the Parties. Licensee is not an agent, employee or any other formal relation to the District or Jefferson County. At all times during the term of this Agreement, Jovial shall maintain its independent non-profit corporate status and shall operate independently of the District or Jefferson County.

16. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications by either Party to the other shall be in writing and shall be sufficiently given and served upon the other Party if delivered personally or if mailed shall be made by United States certified mail, return receipt requested, postage prepaid, at the address indicated below:

FOOTHILLS PARK & RECREATION DISTRICT:

c/o Executive Director
6612 South Ward Street
Littleton, Colorado
80127
303-409-2100

JOVIAL CONCEPTS

Kristina Welch
Jovial Concepts
4541 S. Braun Ct.
Morrison, CO 80465
(303)- 578-2569

Parties agree that they shall promptly notify the other in the event any of the above information should change during this term of this Agreement.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF, Parties agree to this Agreement effective the day and year first written above.

FOOTHILLS PARK & RECREATION DISTRICT

By: _____
Executive Director

JOVIAL CONCEPTS, a Colorado non-profit
corporation

By: _____
Kristina Welch, Executive Director

EXHIBIT A

The "Columbine Knolls" Property: Lot 1, Block 18, Columbine Knolls South, County of Jefferson, State of Colorado, subject to the instrument recorded at Reception No. 86111381 in the Jefferson County Clerk and Recorder's Office.

The "Harriman Park" Property: Tract A, Harriman Park Filing No. 6, County of Jefferson, State of Colorado, subject to the instruments recorded at the following Reception Nos. in the Jefferson County Clerk and Recorder's Office: 78073830, 78073832, 78007100, 79003715, 79012183, and F0773052.

The "Weaver Creek" Property:

A parcel of land located in the East 1/2 of Section 7, and in the West 1/2 of Section 8, Township 5 South, Range 69 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, being more particularly described as follows:

Beginning at the Southeast corner of a Subdivision known as Friendly Hills Filing No. 9, County of Jefferson, State of Colorado; thence Northwesterly, along the Easterly boundary line of said subdivision, 201.38 feet to a point of curve;

Thence continuing along said Easterly boundary line, on a curve to the right, having a central angle of 74°31'11" and a radius of 365.00 feet, an arc length of 474.72 feet to a point of tangent;

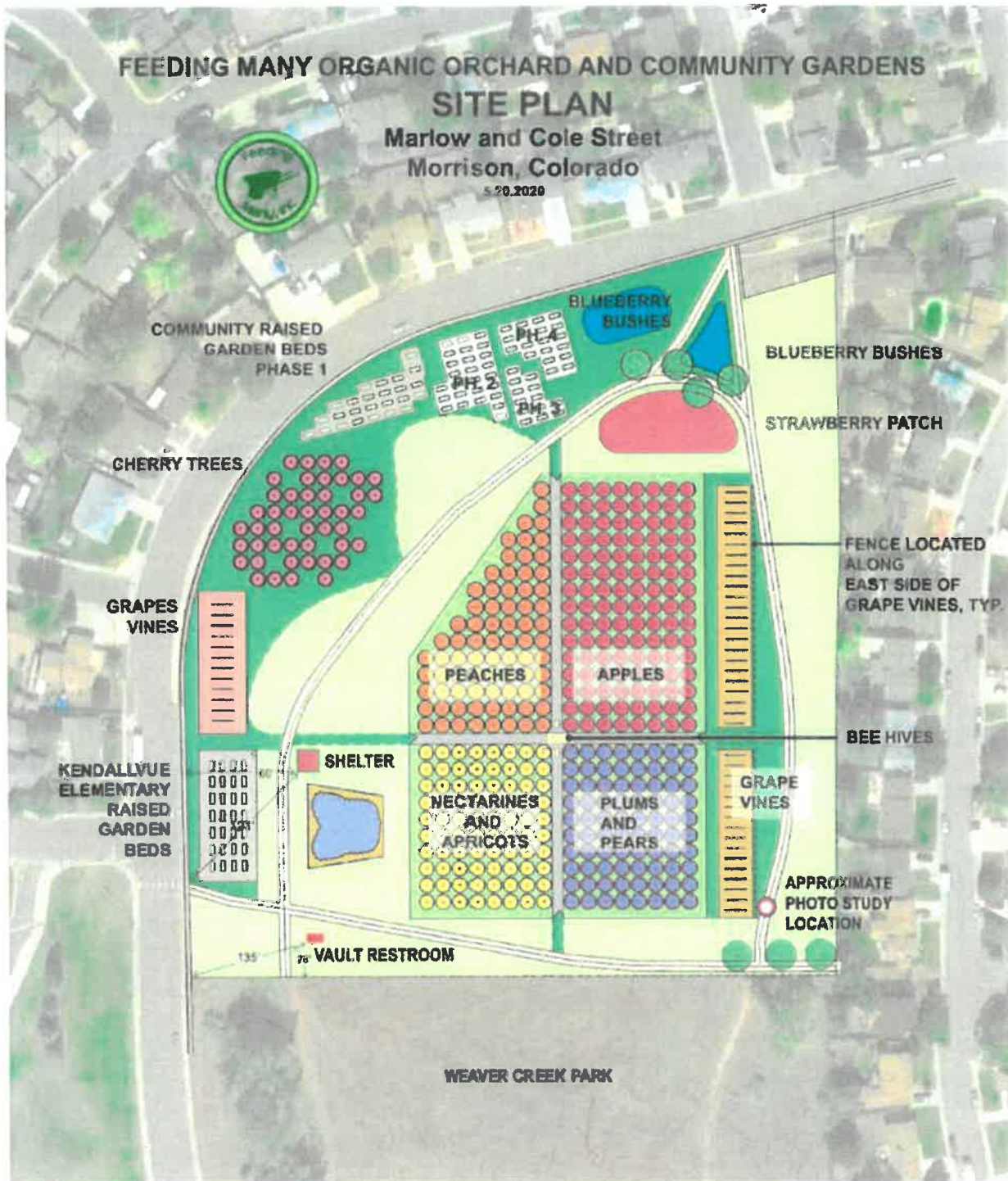
thence continuing along said Easterly boundary line, and along said tangent, 374.23 feet;

thence departing said Easterly boundary line, on an angle to the right of 105°14'20", 737.22 feet;

thence on an angle to the right of 90°14'29", parallel with and 84.19 feet Southerly of, as measured perpendicularly to the Northeasterly extension of the Southerly boundary line of said Subdivision, 631.34 feet to a point on the Southeasterly extension of the Easterly boundary line of said Subdivision, 64.19 feet Southeasterly of the Southeast corner of said Subdivision; thence on an angle to the right of 90°00'00", and along said Southeasterly extension 84.19 feet to the Point of Beginning;

Except that part conveyed to Lakehurst Water and Sanitation District, a quasi municipal corporation by Deed recorded in Book 2810 at Page 478, County of Jefferson, State of Colorado.

EXHIBIT B



FOOTHILLS PARK & RECREATION DISTRICT

Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: August 22, 2023

MEMO TO: Foothills Board of Directors

FROM: Colin Insley, Director of Parks, Planning and Construction

SUBJECT: Clement Park Cell Tower Agreement

At the June board meeting, Ronald Hopp discussed the proposal we received from Crown Castle to extend the lease on the cell tower site in Clement Park. The current lease will be up next year in 2024. Below are the current terms of our existing lease and terms of the proposed lease extension with Crown Castle (STC FIVE LLC.)

Current terms:

Lease expiration date: September 30, 2024
Monthly rent: \$4,831.53 paid annually in March (equivalent to \$366.03/mo.), next payment 3/1/2024
Rent escalations: 10% per term (every 5 years), next escalations 3/1/24
Lease area: Per site plan attached.

25-year sublease extension:

Lease expiration date: September 30, 2049
Monthly rent: \$12,000.00 paid annually in March effective 3/1/2024
Rent escalations: 2% annual escalation effective 3/1/2025
Lease area: Remains the same.

- \$2,000 paid within 60 days of amendment execution to cover any expenses associated with the sublease amendment.
- 12 months' rent as a termination penalty, should Crown Castle terminate the lease prior to final lease expiration date.
- Everything else in the lease remains the same.

During the board meeting discussion, the Board asked a question regarding the annual escalation rate and if we could use the CPI (Consumer Product Index) annually instead. Staff posed this question to the Crown Castle. Crown Castle responded to say that they could go to a 3.5% annual cap using CPI, however, the rates could be as low as 1%. Given that the agreement has a 10% escalation every five years, staff feels comfortable with the agreement and recommends approval as presented. A vicinity map and copy of the agreement are attached to the memo. Legal Counsel has reviewed the agreement.

MOTION: I move that the Foothills Board of Directors approve the Second Amendment to Option and Site Sublease Agreement with STC FIVE LLC, as discussed.


Vicinity Map

Clement Park -Cell Tower Site

Legend

 Park Feature



 Clement Park

 Cell Tower Site

Google Earth

1000 ft

**SECOND AMENDMENT TO
OPTION AND SITE SUBLEASE AGREEMENT**

THIS SECOND AMENDMENT TO OPTION AND SITE SUBLEASE AGREEMENT (the "Second Amendment") is made effective this ____ day of _____, 2023 ("Effective Date"), by and between FOOTHILLS PARK AND RECREATION DISTRICT, a quasi-municipal Colorado corporation a/k/a Foothills Park and Recreation District Building Authority, a Colorado nonprofit corporation (hereinafter referred to as "Sublessor") and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company (hereinafter referred to as "Sublessee").

RECITALS

WHEREAS, Sublessor and US West Wireless, L.L.C., a Delaware limited liability company ("Original Sublessee") entered into an Option and Site Sublease Agreement dated February 9, 1999 (the "Original Agreement"), whereby Original Sublessee leased certain real property, together with access and utility easements, located in Jefferson County, Colorado from Sublessor (the "Site"), all located within certain real property owned by Sublessor ("Sublessor's Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Option and Site Sublease Agreement dated October 18, 1999 ("First Amendment") (hereinafter the Original Agreement and First Amendment are collectively referred to as the "Agreement"); and

WHEREAS Foothills Park and Recreation District, a quasi-municipal corporation and political subdivision of the state of Colorado is currently the Landlord under the Lease as the current owner of Sublessor's Property, as more fully set forth in the Commissioner's Deed recorded in the official records of Jefferson County Colorado (the "Official Records") on November 29, 2018 at Instrument No.2018107637

WHEREAS, STC Five LLC is currently the Sublessee under the Agreement as successor in interest to the Original Sublessee; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on October 1, 1999 and expired on September 30, 2004. The Agreement provides for four (4) extensions of five (5) years each, four (4) of which were exercised by Sublessee. According to the Agreement, the final extension expires on September 30, 2024; and

WHEREAS, Sublessor and Sublessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Sublessor and Sublessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Term. Section 5 of the Original Agreement is hereby deleted in its entirety and the following inserted in its place:

The initial term of this Agreement shall be for a period of five (5) years commencing on October 1, 1999 ("Commencement Date") and expiring on September 30, 2004 (the "Sublease Term"). At the conclusion of the Sublease Term, Sublessee shall be entitled to nine (9) extensions of five (5) years each, with the final lease extension expiring on September 30, 2049 (each extension is referred to as a "Renewal Term"). The Sublease Term and any Renewal Term shall be collectively referred to as the "Lease Term". The Lease Term shall automatically be extended for each successive Renewal Term unless Sublessee notifies Sublessor of its intention not to renew prior to the expiration of the then current five year term.

Sublessor and Sublessee hereby acknowledge that Sublessee has exercised four (4) Renewal Terms, leaving a balance of five (5) Renewal Terms.

3. Rent.

a) One Time Rent Increase. On January 1, 2024 the annual rent shall increase to Twelve Thousand and 00/100 Dollars (\$12,000.00) per year. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Agreement on the same date. Following such increase, the annual rent shall continue to adjust pursuant to the terms of the Agreement, as amended by subsection (b) herein.

b) Annual Rent Escalation. Commencing on January 1, 2025 and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to two percent (2%) of the annual rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Agreement.

4. Lease Termination Fee. In the event Sublessee elects to terminate the Agreement at any time prior to the end of the Lease Term for any reason other than a Sublessor default, Sublessee shall pay Sublessor an early termination fee equal to one (1) year of the then current annual rent prior to the termination date in addition to any annual rent paid up to the date of termination ("Termination Fee"). The Termination Fee will be due and payable in an annual installment and in the same manner as annual rent as set forth in Section 2 of the First Amendment. Notwithstanding the foregoing, Sublessee will be released from any and all of its obligations hereunder and shall not be required to pay the Termination Fee in the event (i) Sublessor terminates the Agreement for any reason prior to the termination date, or (ii) Sublessee terminates the Agreement as a result of an uncured material default by Sublessor.

5. Survey. Sublessee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Site and any access and utility easements associated therewith. Sublessee shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

6. Conditional Signing Bonus. Sublessee will pay to Sublessor a one-time amount of Two Thousand and 00/100 Dollars (\$2,000.00) for the full execution of this Second Amendment, payable within sixty (60) days of the full execution of this Second Amendment ("Conditional Signing Bonus"). In the event that this Second Amendment (and any applicable memorandum of Agreement and/or amendment) is not fully executed by both Sublessor and Sublessee for any reason, Sublessee shall have no obligation to pay the Conditional Signing Bonus to Sublessor.

7. Representations, Warranties and Covenants of Sublessor. Sublessor represents, warrants and covenants to Sublessee as follows:

a) Sublessor is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Sublessor's obligations under the Agreement as amended hereby.

b) Sublessee is not currently in default under the Agreement, and to Sublessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Sublessee under the Agreement.

c) Sublessor agrees to provide such further reasonable assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Sublessee's continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

d) Sublessor acknowledges that the Site, as defined, shall include any portion of Sublessor's Property on which communications facilities or other Sublessee improvements exist on the date of this Second Amendment.

8. Notices. Sublessee's notice address as stated in Section 14 of the Original Agreement is amended as follows:

If to Sublessee:

STC Five LLC

c/o Crown Castle USA Inc.

Attn: Legal - Real Estate Department

2000 Corporate Drive

Canonsburg, PA 15317

9. IRS Form W-9. Sublessor agrees to provide Sublessee with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Sublessee.

10. Counterparts. This Second Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

11. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent.

12. Recordation. Sublessee, at its cost and expense, shall have the right to record a memorandum of this Second Amendment in the official records of Jefferson County, Colorado at any time following the execution of this Second Amendment by all parties hereto.

[Signature pages follow]

Sublessor and Sublessee have caused this Second Amendment to be duly executed on the day and year first written above.

SUBLESSOR:
FOOTHILLS PARK AND RECREATION
DISTRICT, a quasi-municipal Colorado
corporation a/k/a Foothills Park and
Recreation District Building Authority, a
Colorado nonprofit corporation

By: _____

Print Name: _____

Title: _____

Sublessor affirms that this Second
Amendment was approved at a duly noticed
public meeting held on _____
2023

[Prime Lessor Execution Page Follows]

[Sublessee Execution Page Follows]

This Second Amendment is executed by Sublessee as of the date first written above.

SUBLESSEE:
STC FIVE LLC, a Delaware limited liability
company

By: Global Signal Acquisitions II LLC, a
Delaware limited liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

SUBLESSEE:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a
Delaware limited liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Memorandum of Second Amendment to Option and Site Sublease Agreement was acknowledged before me this ____ day of _____ 2023, by _____, the _____ of GLOBAL SIGNAL ACQUISITIONS II LLC.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

EXHIBIT A
(Legal Description of Sublessor's Property)

PARCEL NO.1

A PARCEL OF LAND AS DESCRIBED IN RECEPTION NUMBER 82036158 IN THE JEFFERSON COUNTY, COLORADO RECORDS, RECORDED MAY 28, 1982.

A PARCEL OF LAND IN THE NORTH½ OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE S 89°11'41" W ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 40 FEET, TO THE POINT OF INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT-OF-WAY LINE OF SOUTH PIERCE STREET, EXTENDED NORTHERLY, BEING THE TRUE POINT OF BEGINNING; THENCE S 00°03'50" W ALONG A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION AND ALONG THE WEST RIGHT-OF-WAY LINE 2653.32 FEET, MORE OR LESS, TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION, BEING 40 FEET WESTERLY OF THE EAST¼ CORNER OF SAID SECTION; THENCE S 89°18'15" W ALONG THE CENTERLINE OF SAID SECTION 3804.08 FEET; THENCE N 18°39'01" W 223.88 FEET; THENCE N 16° 14'51" W 1148.70 FEET; THENCE N 57°18'12" W 90.2 FEET; THENCE N 75°18'09" W 445.55 FEET; THENCE N 00°30'30" W 682.86 FEET; THENCE N 89°01'03" E 84.28 FEET; THENCE N 65°42'52" E 432.32 FEET; THENCE N 89°09'19" E 818.51 FEET; THENCE N 00° 48'16" W 300.62 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION; N 89°11'44" E ALONG THE NORTH LINE OF THE NW¼ OF SAID SECTION 814.60 FEET; MORE OR LESS, TO THE NORTH ¼ CORNER OF SAID SECTION 23; THENCE N 89° 11 '41" E ALONG THE NORTH LINE OF THE NE ¼ OF SAID SECTION 2605.88 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO,

EXCEPT THE PORTION THERE OF DESCRIBED IN DEED RECORDED APRIL 28, 1972, IN BOOK 2368 AT PAGE 761.

PARCEL NO. 2

A PARCEL OF LAND AS DESCRIBED IN RECEPTION NUMBER 92047052 IN THE JEFFERSON COUNTY, COLORADO RECORDS, RECORDED APRIL 27, 1992.

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE 5TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23, THENCE SOUTH 89 DEGREES 11 MINUTES 44 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 814.60 FEET TO A POINT; THENCE SOUTH 00 DEGREES 48 MINUTES 16

SECONDS EAST A DISTANCE OF 227.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 72.66 FEET TO A POINT; THENCE SOUTH 89 DEGREES 09 MINUTES 19 SECONDS WEST A DISTANCE OF 47.93 FEET TO A POINT; THENCE NORTH 32 DEGREES 35 MINUTES 37 SECONDS EAST A DISTANCE OF 87.07 FEET TO THE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL NO. 3

A PARCEL OF LAND AS DESCRIBED IN RECEPTION NUMBER F0144953 IN THE JEFFERSON COUNTY, COLORADO RECORDS, RECORDED NOVEMBER 14, 1995.

A PARCEL OF LAND LYING WITHIN THE NORTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN JEFFERSON COUNTY COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST $\frac{1}{4}$ CORNER OF SECTION 23, T5S, R69W, 5TH P.M.; THENCE N 00°20'28" E, ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 1037.15 FEET; THENCE S 89° 34'13" W, ALONG THE NORTH LINE OF THAT PARCEL OF LAND AS DESCRIBED IN BOOK 2368, AT PAGE 761, JEFFERSON COUNTY RECORDS, A DISTANCE OF 365.00 FEET TO THE POINT OF BEGINNING; THENCE S 00° 25'47" E, A DISTANCE OF 130.00 FEET; THENCE S 89°34'13" W, A DISTANCE OF 270.00 FEET; THENCE N 00°25'47" W, A DISTANCE OF 130.00 FEET; THENCE N 89° 34'13" E, AND ALONG SAID NORTH LINE, A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING. BASIS OF BEARING: THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$ SECTION 23, T5S, R69W, OF THE 6TH P.M. BETWEEN THE NORTHEAST CORNER AND THE EAST $\frac{1}{4}$ CORNER OF SAID SECTION, SAID LINE BEARS N 00° 20'28" W, AS SHOWN ON SURVEY "TOPOGRAPHIC AND BOUNDARY MAP OF PROPOSED COLUMBINE HIGH SCHOOL", DATED APRIL 19, 1972.

EXCEPTING THEREFROM: (COLUMBINE HIGH SCHOOL)

A PARCEL OF LAND AS DESCRIBED IN BOOK 2368 AT PAGE 761 IN THE JEFFERSON COUNTY, COLORADO RECORDS, RECORDED APRIL 28, 1972. A PARCEL OF LAND LYING WITHIN THE E $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SAID E $\frac{1}{2}$; THENCE SOUTH 89°36'51" WEST 1300.00 FEET ALONG THE SOUTH LINE OF THE SAID E $\frac{1}{2}$; THENCE NORTH 0° 20'28" EAST 1037.15 FEET PARALLEL TO THE EAST LINE OF THE SAID E $\frac{1}{2}$; THENCE NORTH 89° 36'51" EAST 1300.00 FEET, PARALLEL TO THE SOUTH LINE OF THE SAID E $\frac{1}{2}$, TO THE EAST LINE OF THE SAID E $\frac{1}{2}$; THENCE S 0° 20'28" WEST 1037.15 FEET, ALONG THE EAST LINE OF THE SAID E $\frac{1}{2}$, TO THE POINT OF BEGINNING, EXCEPT THE EAST 40 FEET THEREOF.

ALSO, EXCEPTING THEREFROM: (100' OF WEST BOWLES AVENUE)

A PARCEL OF LAND AS DESCRIBED IN RECEPTION NUMBER 82036159 IN THE JEFFERSON COUNTY, COLORADO RECORDS, RECORDED MAY 28, 1982. CONSISTING OF AND BEING THE NORTH 100 FEET OF THE PROPERTY WHICH IS DESCRIBED IN RECEPTION NUMBER 82036158 IN THE JEFFERSON COUNTY, COLORADO RECORDS, RECORDED MAY 28, 1982 BEING:

A PARCEL OF LAND IN THE NORTH ½ OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF 6 THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE S 89° 11'41" W ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 40 FEET, TO THE POINT OF INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT-OF-WAY LINE OF SOUTH PIERCE STREET, EXTENDED NORTHERLY, BEING THE TRUE POINT OF BEGINNING; THENCE S 00° 03'50" W ALONG A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION AND ALONG THE WEST RIGHT-OF-WAY LINE 2653.32 FEET, MORE OR LESS, TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION, BEING 40 FEET WESTERLY OF THE EAST¼ CORNER OF SAID SECTION; THENCE S 89° 18'15" W ALONG THE CENTERLINE OF SAID SECTION 3804.08 FEET; THENCE N 18° 39'01" W 223.88 FEET; THENCE N 16° 14'51" W 1148.70 FEET; THENCE N 57° 18'12" W 90.2 FEET; THENCE N 75° 18'09" W 445.55 FEET; THENCE N 00°30'30" W 682.86 FEET; THENCE N 89°01'03" E 84.28 FEET; THENCE N 65° 42'52" E 432.32 FEET; THENCE N 89°09'19" E 818.51 FEET; THENCE N 00° 48'16" W 300.62 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION; N 89° 11 '44" E ALONG THE NORTH LINE OF THE NW¼ OF SAID SECTION 814.60 FEET; MORE OR LESS, TO THE NORTH¼ CORNER OF SAID SECTION 23; THENCE N 89° 11'41" E ALONG THE NORTH LINE OF THE NE¼ OF SAID SECTION 2605.88 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO

ALSO, EXCEPTING THEREFROM: (JEFFERSON COUNTY LIBRARY)

A PARCEL OF LAND AS DESCRIBED IN RECEPTION NUMBER 88084924 IN THE JEFFERSON COUNTY, COLORADO RECORDS, RECORDED AUGUST 30, 1988. COVERING THE LAND IN THE STATE OF COLORADO, COUNTY OF JEFFERSON. DESCRIBED AS:

A PARCEL OF LAND LOCATED IN THE N½ OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE 5TH P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION; THENCE S 00° 48'19" E A DISTANCE OF 165 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 89° 11 '42" E AND PARALLEL WITH THE NORTH LINE OF THE NE ¼ OF SAID SECTION, A DISTANCE OF 238.08 FEET; THENCE S 00° 48'19" E, A DISTANCE OF 345.00 FEET; THENCE S 23° 43 '37" W, A DISTANCE OF 140 FEET; THENCE N 66° 10'23" W, A DISTANCE OF 518.87 FEET;

THENCE N 00° 48'19" W, A DISTANCE OF 186.00 FEET; THENCE N 89° 11'41" E, A DISTANCE OF 50.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH, (SAID CURVE HAVING A RADIUS OF 162.00 FEET, A DEL TA ANGLE 30° 00'00"), AN ARC LENGTH OF 84.82 FEET; THENCE N 59° 11'41" E, A DISTANCE OF 59.62 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH, (SAID CURVE HAVING A RADIUS OF 138.00 FEET, A DEL TA ANGLE OF 30° 00'00"), AN ARC LENGTH OF 72.26 FEET; THENCE N 89° 11'41" E, A DISTANCE OF 40.29 FEET TO THE TRUE POINT OF BEGINNING.

ALSO, EXCEPTING THEREFROM: (COLUMBINE HIGH SCHOOL)

A PARCEL OF LAND AS DESCRIBED IN RECEPTION NUMBER F0144957 IN THE JEFFERSON COUNTY, COLORADO RECORDS, RECORDED NOVEMBER 14, 1995. A PARCEL OF LAND LYING WITHIN THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN JEFFERSON COUNTY COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ¼ CORNER OF SECTION 23, T5S, R69W, 6TH P.M.; THENCE N 00°20'28" E, ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 1037.15 FEET; THENCE S 89°34'13" W, ALONG THE NORTH LINE OF THAT PARCEL OF LAND AS DESCRIBED IN BOOK 2368, AT PAGE 761, JEFFERSON COUNTY RECORDS, A DISTANCE OF 1300.00 FEET; THENCE S 00°20'28" W, ALONG THE WEST LINE OF THAT PARCEL OF LAND AS DESCRIBED IN BOOK 2368, AT PAGE 761, JEFFERSON COUNTY RECORDS, A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°20'28" W, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 655.15 FEET; THENCE S 89°34'13" W, A DISTANCE OF 255.00 FEET; THENCE N 00°20'28" E, A DISTANCE OF 655.15 FEET; THENCE N 89° 34'13" E, A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING: THE EAST LINE OF THE NORTHEAST ¼ SECTION 23, T5S, R69W, OF THE 5TH P.M. BETWEEN THE NORTHEAST CORNER AND THE EAST ¼ CORNER OF SAID SECTION, SAID LINE BEARS N 00°20'28" W, AS SHOWN ON SURVEY "TOPOGRAPHIC AND BOUNDARY MAP OF PROPOSED COLUMBINE HIGH SCHOOL", DATED APRIL 19, 1972.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE 5TH PRINCIPAL MERIDIAN JEFFERSON COUNTY COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION 23, T5S, R69W, 6TH P.M.; THENCE N 00°20'28" E, ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 1037.15 FEET;

THENCE S 89°34'13" W, ALONG THE NORTH LINE OF THAT PARCEL OF LAND AS DESCRIBED IN BOOK 2368, AT PAGE 761, JEFFERSON COUNTY RECORDS, A DISTANCE OF 960.00 FEET TO THE POINT OF BEGINNING;

THENCE S 89°34'13" W, CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 340.00 FEET TO

THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 2368 AT PAGE 761;

THENCE N 00°20'28" E, A DISTANCE OF 30.00 FEET;

THENCE N 83°06'04" E, A DISTANCE OF 266.29 FEET;

THENCE N 89°34'13" E, A DISTANCE OF 75.00 FEET;

THENCE S 00°25'47" E, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING

BASIS OF BEARING: THE EAST LINE OF THE NORTHEAST ¼ SECTION 23, T5S, R69W, OF THE 6th P.M. BETWEEN THE NORTHEAST CORNER AND THE EAST ¼ CORNER OF SAID SECTION, SAID LINE BEARS N 00°20'28" W, AS SHOWN ON SURVEY "TOPOGRAPHIC AND BOUNDARY MAP OF PROPOSED COLUMBINE HIGH SCHOOL", DATED APRIL 19, 1972.

FOOTHILLS PARK & RECREATION DISTRICT

Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: August 22, 2023

MEMO TO: Foothills Board of Directors

FROM: Colin Insley, Director of Parks, Planning and Construction

SUBJECT: Jeffco Trails 2024 Partnership Grant

The Jeffco Open Space Trails Partnership Program is a grant program that provides supplemental funding to assist partners in implementing their priority trail projects within Jefferson County. Foothills Park & Recreation District Parks Planning staff would like to apply for this funding.

The proposed project would install wayfinding signage on five regional trails: the Columbine Trail, Lilley Gulch Regional Trail, Kipling Trail, Massey Draw Regional Trail, and Weaver Gulch Regional Trail.

The project scope will be to install wayfinding signage along Foothills Park & Recreation Districts' regional trails.

- Signage locations: The new signage will be installed at key locations along the Columbine Trail, Lilley Gulch Trail, Kipling Trail, Massey Draw Trail, and Weaver Gulch Trail. These locations will include trailheads, trail junctions, and other areas where people may need information about the trails.
- Signage content: The new signage will provide information about the trails, including trail name, distance to the next major intersection or destination, points of interest, and safety signage. The signage will also highlight regional connections, such as how the trails connect to other parks, trails, and businesses in the area.
- Signage design: The signage will be designed to be clear, concise, accessible and easy to read. They will also be designed to be durable and weatherproof.
- Signage installation: The new signage will be installed by a professional signage company. The installation process will be coordinated with Foothills Park & Recreation District to minimize disruption to trail users and the natural environment.
- Signage Placement: The signage will be placed at key intersections and trailheads along the trails. They will also be placed at points where there are regional connections or critical decision points.

The total cost of the project will be determined in the grant planning process. Foothills Park & Recreation District would contribute 50% of funds and the Jeffco Trails Partnership Program would provide the remaining 50%.

The Parks Planning staff believes that this project is a worthwhile investment that would make the regional trails more accessible and enjoyable for all users. The project would also point users to recreation centers, parks, joining trails and other major destinations.

Please see an example of wayfinding signs attached.

MOTION: I move that the Foothills Park & Recreation District Board of Directors approve Resolution 23-003 to apply for the 2024 Jeffco Open Space Trails Partnership Program for funding to develop and install wayfinding signage along District regional trails as discussed.

No. 23-003

**RESOLUTION OF SUPPORT
FOR APPLICATION TO THE JEFFCO OPEN SPACE 2024 PARTNERSHIP GRANT PROGRAM
FOOTHILLS PARK & RECREATION DISTRICT**

WHEREAS, the Foothills Park & Recreation District (“District”) serves 93,000 residents in unincorporated Jefferson County;

WHEREAS, the District is working through the planning process to provide wayfinding signage for regional parks trails within the District boundaries;

WHEREAS, the proposed project would install wayfinding signage on five regional trails: the Columbine Trail, Lilley Gulch Regional Trail, Kipling Trail, Massey Draw Regional Trail, and Weaver Gulch Regional Trail;

WHEREAS, the Board of Directors of the District has determined that this proposed project will benefit trail users to provide information at key intersections and trailheads along District regional trails;

NOW, THEREFORE, be it resolved by the Board of Directors of the Foothills Park & Recreation District that the Board expresses its support for the application of funds for wayfinding signage through the Jeffco Open Space 2024 Partnership Grant Program.

ADOPTED this 22nd day of August, 2023.

Phillip Trimble, Chair

Gina Writz, Secretary



North Eastern State Trail



Alpena Trailhead 0.5



Northern Lights Arena
Thunder Bay
Recreation Center
Youth Soccer Fields
Disc Golf Course



FOOTHILLS PARK & RECREATION DISTRICT

Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: August 22, 2023

MEMO TO: Foothills Board of Directors

FROM: Frannie Masters, Human Resources Manager

SUBJECT: Employee Handbook Update

As a reminder from the June meeting:

The Employee Handbook was last updated in 2018. Many legislative changes have occurred since then. Below is a summary of key changes:

- Various updates made to include recent legislative changes.
- Policy Changes
 - Anti-Violence policy updated
 - Additional Floating Holiday (for full-time employees only)
- Eliminated duplicative policies.
- A legal review was conducted by Employers Council. In accordance with their recommendations, some items were removed from the Employee Handbook and separate policy and/or procedure documents were created instead. This includes:
 - Inclement Weather Procedures
 - Tuition Reimbursement
 - Background Check Procedures
 - Drug & Alcohol Policy
 - Guidelines for Alcohol at District Sponsored Events

The updated Employee Handbook and the separated policies and procedures listed above were included in the June Board packet for your review. I have answered the questions that came up at the June meeting in greater detail below and will be available at the August board meeting to answer any additional questions. The Board will also be asked to adopt the new Employee Handbook.

1. Does the legalization of mushrooms have any impact or need to be included in the Drug & Alcohol Policy?

The state is still in the process of creating regulations for legalized mushrooms. The Department of Regulatory Agencies ("DORA") was named in the law as being responsible for determining the regulations. Governor Polis has created an Advisory Board (composed of psychedelic researchers, health experts, etc.) to assist. Psychedelic dispensaries do not exist yet and likely will not until late 2024. Based on this, we will review the regulations when they are available and amend the policy at that time, if necessary.

See attached news articles if you are interested in more information.

2. It appears some information is missing and that maybe specifics levels for “under the influence” should be added.

There was a typo that has now been corrected (revised version attached). Since our policy is intended to only test those who are displaying signs of being under the influence, we do not believe that inclusion of specific levels are necessary.

3. What is the policy regarding weapons and concealed carry permits?

The weapons policy is included in the Anti-Violence policy on page 15:

Any action, which in management’s opinion is inappropriate to the workplace, will not be tolerated. Such behaviors may include, but are not limited to, physically and/or verbally intimidating, threatening, or violent conduct, vandalism, sabotage, arson, use of weapons, and bullying. Also prohibited is the carrying of weapons onto District property, regardless of whether the employee possesses a concealed carry permit.

Until Colorado SB21-256 passed, there was some uncertainty regarding whether public employers could prohibit conceal carry at work. The Colorado Special Districts Pool (“CSD Pool”), who provides the District’s Workers’ Compensation and Property & Liability insurance, has long recommended prohibiting all weapons, even for those with a concealed carry permit based their many concerns related to liability and on their interpretation of laws that existed prior to SB21-256.

Further, because the use of firearms are outside the authority of a special district, it is an exclusion from the District’s liability coverage:

Exclusion O.

Any liability for Damages arising out of any act or omission outside the scope of the Member’s powers and duties as defined in laws, rules, and regulations applicable to the Member’s operations.

The relevant page from the District’s documents is attached for your reference.

Additional Liability Considerations:

- All special districts are governed by statute, and have only the powers that are expressed in the statutes, and those powers that can be reasonably inferred from the expressed powers. There is nothing in the special district act or correlative statutes that authorize the use of weapons in the powers of a special district. There are only a few job-related activities that are recognized by statute, authorizing employees to be armed, and they are called out for recognition in state statute. They all in one way or other, relate to peace officers and law enforcement.
 - Foothills does not employ law enforcement or anything similar. Therefore if an employee is not acting within the scope of their job duties, neither the actions of the District nor the employee are likely to be covered by the protections of the Governmental Immunity Act.
- In cases of self-defense, only the amount of force necessary to repel the danger is allowed. If a weapon is brandished or used, it immediately becomes a matter for the courts to decide if the force was excessive, and it will usually be found to be excessive.

- The “make my day” law does not apply to defending a business, as it does to one’s home.
- If an employee injures another party, and it is found not to be a justified use of the weapon, both the employee and the employer may be liable to the victim.
- If an employee threatens other employees, brandishes the weapon, or even worse, inflicts harm upon other employees, the District may be liable.
- If an employee accidentally causes harm to themselves or to another employee, these injuries may be covered as job-related workers’ compensation claims. There is a good chance that the injury to oneself would not be, but to another employee, it probably would be covered.

Per the CSD Pool, a sound policy concerning weapons that is uniformly applied is the best way to deal with all of these possibilities.

4. How does the District handle employees who have been a victim of domestic violence, has a restraining order against a family member or other non-employee or other reasons to protect themselves?

The District will work with the employee to determine what the District can do or what changes in the work environment would make them feel safer. This may include providing things like; priority parking, escorts to/from the parking lot or changing the employee’s office phone number. The District may also encourage the employee to get a restraining order that includes their work location(s), if one has not already been obtained.

MOTION: I move that the Foothills Board of Directors adopt the updated Employee Handbook as presented and discussed.

- O. Any liability for **Damages** arising out of any act or omission outside the scope of the **Member's** powers and duties as defined in laws, rules, and regulations applicable to the **Member's** operations.

This exclusion applies to any direct or indirect liability for **Damages** or defense costs, including any duty to defend, arising out of or related to a law enforcement activity. For purposes of this exclusion, law enforcement activity is defined as any official or unofficial action by a **Member** to enforce laws for which authority has not been expressly delegated under Colorado statutes.

This exclusion does not apply to the acts of directors, officers, employees, or volunteers of the **Member** while acting as a Good Samaritan independently of his or her activities as a director, officer, employee or volunteer when he or she encounters the scene of an emergency requiring sudden action; but, it applies and excludes absolutely any director, officer, employee or volunteer who responds to the scene of an emergency with or for any other emergency service organization. However, no **Member's** director, officer, employee, or volunteer has coverage for:

1. **Damages** arising out of his or her providing or failing to provide, as a physician, on-line medical direction or medical command via telecommunication to emergency medical personnel; or
 2. **Property Damage** to property owned or occupied by or rented or loaned to that director, officer, employee or volunteer.
- P. Any liability for **Damages** resulting from the willful violation of a criminal or civil statute or ordinance committed by or with the knowledge or consent of any **Member**.
- Q. Except to the extent coverage is provided by Additional Coverage C (Securities Claim Coverage), any liability for **Damages** resulting from a dishonest, fraudulent, criminal, bad faith or malicious act or omission.
- R. Except to the extent coverage is provided by Additional Coverage C (Securities Claim Coverage), any liability arising from or associated with the issuance of securities.
- S. Any liability for **Damages** resulting from a **Claim** for failure of performance of contract by any insurer, including failure of any **Employee Benefits Program**.
- T. Any liability for **Damages** resulting from **claims**, demands, **Actions or Suits** seeking relief or redress in any form of monetary damages, or for any fees, costs, and non-monetary damages or expenses which the **Member** may become obligated to pay as a result of any adverse judgment for **Non-Monetary Relief** or **Injunctive Relief**.



Drug & Alcohol Policy

I. Purpose

Foothills Park & Recreation District ("District") is committed to a safe, healthy, and productive work environment for all employees free from the effects of substance abuse. Abuse of alcohol, drugs, and controlled substances impairs employee judgment, resulting in increased safety risks, injuries, and faulty decision-making.

II. Scope

This policy applies to all employees.

III. Statement of Policy

To ensure a safe and productive work environment the District prohibits the use, sale, dispensation, manufacture, distribution or possession of alcohol, drugs or controlled substances on any District premises or worksites. This prohibition includes District owned vehicles, or personal vehicles being used for District business or parked on District property.

No employee shall report to work or be at work with alcohol or with any detectable amount of prohibited drugs in the employee's system. (A detectable amount refers to the standards generally used in workplace drug & alcohol testing).

Employee shall, when drugs are prescribed by a medical professional, inquire of the prescribing professional whether the drug prescribed has any side effects, which may impair the employee's ability to safely perform the employee's job duties. If the answer from the medical professional is yes, the employee shall obtain a statement from the medical professional indicating any work restrictions and their duration. The employee shall present that statement to their supervisor prior to going on duty.

Illegal use of drugs off duty and off District premises or work sites is not acceptable. It can affect on-the-job performance and the confidence of the public, and our patrons in the District's ability to meet its responsibilities.

Any violation of this policy will result in disciplinary action up to and including termination.

IV. Reasonable Suspicion Testing

All employees will be subjected to the following Reasonable Suspicion Testing.



Any employee may be asked to submit to tests for alcohol and/or illegal drugs when the employee is reasonably suspected of being impaired in the performance of their job.

1. Reasonable suspicion testing may result from one of the following examples, but is not limited to the following:
 - a. Specific, personal and articulable observations concerning the appearance, behavior, speech or performance of the employee; or
 - b. Violation of a safety rule, or other unsafe work incident which, after further investigation of the employee's behavior, leads the supervisor(s) /manager(s) to believe that the employee's functioning is impaired; or
 - c. Other physical, circumstantial, or contemporaneous indicators of impairment.
2. When a supervisor/manager has reasonable suspicion to request testing, the supervisor/manager will arrange to transport the employee to the collection site, and will arrange for the employee's transport home.
3. The employee will continue in a paid status pending the receipt of drug testing results by the District.

VI. The kinds of substances tested for will include the following substances or their metabolites:

- A. Marijuana
- B. Cocaine
- C. Opioids
- D. Phencyclidine (PCP)
- E. Amphetamines
- F. Ecstasy
- G. Alcohol

VIII. Voluntary Treatment

The District supports sound treatment efforts. Whenever practical, the District will assist employees in overcoming drug, alcohol, and other problems, which may affect employee, job performance, as long as this policy has not already been violated.



If an employee seeks treatment for drug or alcohol use, the employee may be eligible to go into a drug and/or alcohol treatment program either through the District's medical insurance program or at their own expense.

If the employee elects to enter an appropriate treatment program, the employee may be placed on unpaid status. Full-time employees will be required to use any personal time and accrued vacation time and sick leave while participating in the evaluation and treatment program. The District will have the right to require verification from the health care provider for a release to work and/or verification of treatment as covered in the District's medical leave policies. More information regarding availability of treatment resources and possible insurance coverage for treatment services is available from Human Resources.

IX. Safeguards/Confidentiality

The drug screen analysis is accomplished through split sample urinalysis testing. Alcohol testing may be through breath testing. Samples will be collected in a sanitary environment designed to maximize employee's privacy while minimizing the possibility of sample tampering. If there is a positive drug and/or alcohol result on the initial screening test, the laboratory or blood alcohol technician will automatically do a second test to confirm the results. The second drug test will be performed using gas chromatography/mass spectrometry or other scientifically accepted method. A positive breath alcohol test will be confirmed by a second breath test.

The District will use a Medical Review Officer (MRO). All drug tests are performed by a government-certified outside laboratory. All government-certified outside laboratories strictly follow chain of custody guidelines to ensure the integrity of the testing process. The District shall use a

Medical Review Officer (MRO) who will receive the laboratory results of the testing procedure. The MRO shall be a licensed physician and have knowledge of substance abuse disorders and the appropriate medical training to evaluate positive results, medical histories, and any other relevant biomedical information. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.

If the results of the initial test are negative, the testing laboratory will report the results to the MRO retained by the District. The MRO or the testing laboratory reports the negative results to the District. In this instance, no additional tests on the specimen will be done.

If the results of the initial test are positive, that is, if the results exceed the permitted levels for any of the six drugs tested or if the blood alcohol test comes back positive, a



second confirmatory test shall be performed. The employee is prohibited from performing any duties if the initial test is positive, and while the confirmatory testing is being performed. Only specimens that are confirmed positive on the second (confirmatory) test are reported positive to the MRO for review and analysis. The MRO will contact the employee personally, in the case of a positive test result. The MRO has the responsibility of reporting to the District whether the test results are positive or negative.

An employee who does not pass a drug test may request that the original sample be analyzed again at the individual's expense by a government certified laboratory. All requests for an independent analysis must be made in writing within 72 hours of notification of a confirmed positive test result. In the event the drug and/or alcohol test results are not achieved due to a diluted sample, the applicant will be required to re-test.

Each employee will have an opportunity to discuss the drug and/or alcohol test with a Medical Review Officer in a confidential setting. Each employee upon request may be provided with a written copy of their positive test result, upon written request. Upon written request within seven days of taking the test, an employee may access records relating to their drug and/or alcohol test.

X. Disciplinary Action

A. Testing Positive

Employees who test positive for drugs or alcohol are in violation of this policy.

Under the District's drug policy, even if the employee is exempt from criminal prosecution under Colorado's medical marijuana laws or is using marijuana recreationally in conformity with Colorado's Amendment 64.

Be advised that a positive drug test for marijuana constitutes a violation of the District's drug and alcohol policy and may lead to your termination. For more information, please speak with Human Resources.

B. Refusal to comply

Employees who refuse required testing are in violation of this policy.

C. Interference with testing

Employees who adulterate, tamper with or otherwise interfere with accurate testing are in violation of this policy.



- D. Any employee, who has been observed using or possessing illegal drugs or alcohol during work time, including lunch breaks, or on District premises is in violation of this policy.

XI. At Will Employment

Nothing in this policy is to be construed to prohibit the District from maintaining a safe and secure work environment or to limit its right to impose disciplinary actions, as it may deem appropriate for reasons of misconduct or poor performance, regardless of whether the misconduct or poor performance arises out of the use of alcohol or drugs. Such disciplinary actions may include termination of employment. Employment is at-will and subject to termination by the District or the employee at any time, with or without notice and with or without cause.



ACKNOWLEDGMENT

I have received a copy of the Foothills Park & Recreation District Drug & Alcohol Policy and understand that in order to continue my employment with this employer I must abide by the terms of the policy. I agree to notify the employer of any drug violation occurring in the workplace.

I understand that this policy in no way modifies my status as an at-will employee and in no way implies, infers, or guarantees my continued employment for any definite term.

Employee

Date

Print Name



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What to know about Colorado's psychedelic law



By Andrew Kenney · Jun. 21, 2023, 4:00 am

LISTEN NOW

15min 58sec

SHARE:



Psychedelic mushrooms at various stages of propagation in the Colorado home of a grower, June 2, 2023.

When voters agreed to legalize psilocybin last year, they moved Colorado into uncharted territory and toward a future with some kind of state-regulated psychedelic sector. Six months later, where does that process stand?

One answer is that the psychedelic industry has already arrived. Colorado law changed around the start of the year to remove many criminal penalties related to possessing and using psilocybin mushrooms and some other psychedelic drugs.

Especially for mushrooms, that's allowed a "gray market" to crop up, with entrepreneurs offering everything from guided psychedelic experiences to "microdosing" advice and supplies in mostly legal arrangements. Many in the scene say that it's also become easier and cheaper to obtain mushrooms, even though actual sales remain illegal.

At the same time, the state is preparing for the launch of a much more formal, highly regulated psychedelics industry. Starting late in 2024, the state government is set to start accepting licensing applications for "healing centers" staffed by "facilitators" who can provide psilocybin and supervise its use.

Here's what else you need to know.

Most criminal penalties have been removed for psilocybin in Colorado.

Colorado [voters approved Prop. 122](#) in November 2022. But it's taking effect in stages, with the full rollout scheduled to take about two years in all.

The first change, decriminalization, [began about six months ago](#). The proposition removed criminal penalties related to the cultivation, possession and consumption of psychedelic mushrooms and three other psychedelic substances, with some limits. It also became legal to give away the drugs, but not to sell them.

Use and sharing of the drugs is limited to people 21 and older.

changes taking effect on July 1, 2023. Here's where things will stand under [the new law](#):

- People are allowed to grow and consume psilocybin and psilocybin mushrooms and their derivatives; as well as have ibogaine; mescaline; and DMT for “personal use.” The law does not set specific quantity limits. (Note that the law does not cover LSD, which remains fully criminalized).
- People can give away, or share, most of those substances — but they can't sell them. Ibogaine also cannot be shared.
- People can sell “bona fide” services for “harm reduction” or “support” related to the use of psychedelic drugs, though the law does not define those terms. Those service providers can also “share” the drugs with clients, free of charge. But if they are providing the drugs, they cannot advertise their services in any way. Unregulated practitioners also must tell clients they're working without a license.
- People are allowed to cultivate mushrooms within a 12-by-12 foot area on private property.
- It is illegal to “openly and publicly” display or consume psilocybin mushrooms, with a fine of up to \$100 and 24 hours of public service.
- It is illegal for people under the age of 21 to possess or consume any of the listed substances. It's also illegal to share those substances with underage people.
- Psychedelic mushrooms and the other affected drugs remain illegal at the federal level, meaning anyone growing or using them could still face consequences from federal law enforcement

The loosened laws have allowed a gray market for mushrooms to sprout into the light. They are now more commonly available for sale from black-market cultivators, who feel they are less vulnerable to legal repercussions.

A recent search on Facebook Marketplace turned up about three dozen local results for mushrooms, most including photos of what appeared to be *psilocybin cubensis* mushrooms. (A few sellers did appear to only be offering culinary species like morels and chicken of the woods). The ads often directed customers to contact sellers through a secure messaging app, and listed prices of \$100 or more.

manufacturer described himself as a suburban dad involved in civic life.

“Microdosing was what caught my attention,” one seller in the Denver area wrote in a message to CPR News. “A switch just flipped and I decided to grow my own, and I’m hooked and truly believe in the medicine I am now providing.”

That seller requested anonymity for fear of legal repercussions for violating the ban on selling mushrooms, adding that the money was just an “added bonus” to the satisfaction of sharing psychedelics.

Unlicensed “guides” are also running services where they “share” mushrooms and other substances but charge a fee to accompany clients through psychedelic experiences, which is allowed under state law.



[Coloradans voted to legalize psilocybin. What’s next?](#)

Others have apparently been more flagrant. A man in Dillon was recently arrested after reportedly setting up signs advertising “magic mushrooms” and “free hugs,” [according to Summit Daily](#). He reportedly argued that he was giving the mushrooms away as a “gift” to those who donated to him.

Local authorities said that even if you call it a donation, it’s still generally illegal to take money and give drugs. “Anyone who is soliciting donations for, and then claiming they are not getting remuneration for [mushrooms,] seems to contradict itself,” District Attorney Heidi McCollum told Summit Daily.

The state will later consider removing criminal penalties related to the drugs DMT, ibogaine and mescaline.

Regulated psychedelic 'healing centers' are still in the future



Hart Van Denburg/CPR News

Psychedelic mushrooms at various stages of propagation in the Colorado home of a grower, June 2, 2023.

Colorado's new legislation does not allow the retail sale of mushrooms and other drugs. There will not be any psychedelic dispensaries as things stand now.

But, eventually, the state will allow for legal "healing centers." Consumers will be able to pay for supervised psilocybin experiences at these facilities. Instead of walking home with a canister of mushrooms to use at their leisure, clients will ingest the substance on site and go through the experience under the guidance of a licensed professional.

The healing centers are still a long way out, though. The state has only just started drawing up rules and regulations for these businesses and their employees. The state also will have to define rules for the producers who are allowed to grow mushrooms and sell them to the healing centers.

The state has appointed a Natural Medicine Advisory Board to help set those policies. The board's 15 members, who include psychedelic researchers, health experts, law enforcement and others,

evaluate facilitators. They were originally due to make recommendations by this September, but that deadline has been extended and their initial work won't likely be committed until next spring or summer, state officials said.

Board members will also consider factors such as how to ensure “affordable, equitable, ethical, and culturally responsible” access to the drugs. State agencies like the Department of Regulatory Agencies and the Department of Revenue will translate those recommendations into final rules.



[Stressed out, busy moms say microdosing mushrooms makes life easier and brighter. Researchers caution that they are ‘experimenting on themselves’](#)

By Dec. 31, 2024, Colorado will be accepting applications for healing centers, cultivators, testing centers and other related businesses.

Local governments will not have the power to block new healing centers — unlike with cannabis dispensaries. However, healing centers can't be placed within 1,000 feet of schools, and local governments can add certain other restrictions.

The state may eventually allow healing centers to offer other drugs besides mushrooms, such as DMT and mescaline.

How much will healing services cost?

There's only one other state with a similar therapy model for psychedelics: Oregon. The state recently issued its first license for a center. EPIC Healing Eugene plans to serve about 30 people per month in a “boutique” setting, [KGW8 reported](#).

The Oregon facility opened [just a month ago](#), with prices for a single trip running more than \$3,000, according to [Willamette Week](#).

Those prices are a function of the high costs and strict training requirements involved with entering the business, said Tasia Poinatte, who was part of the Prop. 122 campaign. They may come down as the industry matures, but official mushroom experiences will likely always be relatively expensive, she said.

part of what the cost is. It's not really the cost for the mushrooms themselves," she said.

She added: "I would not expect to see access within the therapeutic model under a thousand dollars anytime soon."

In Colorado, healing services are expected to include a preparation session, an actual trip experience that will likely last six to eight hours, and a followup "integration" appointment.

The hope among some in the new industry is that insurance companies could eventually pick up some of the cost, making these experiences more affordable. That would likely be a long way off and may require the federal government to change its stance on these substances.

"It's not gonna happen overnight, but it will happen from really continuing to gather evidence that these can be a really powerful treatment option for some people," Poinsett said.

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ENVIRONMENT

Giant hailstone found in Yuma County appears to be Colorado's largest on record

TRANSPORTATION

POLITICS AND GOVERNMENT

Colorado regulators are really tripping as they prepare to roll out “magic” mushroom legalization

The Department of Regulatory Agencies warned lawmakers in January that it is not prepared to handle the passage of Proposition 122, saying it has no idea what to do with psilocybin



Jesse Paul

3:05 AM MST on Feb 8, 2023



Psilocybin mushrooms. (Olivia Sun, The Colorado Sun via Report for America)

The Colorado Department of Regulatory Agencies recently warned state lawmakers that it is unprepared for its assigned job of implementing the state's new, second-in-the-nation legal "magic mushroom" industry, which voters approved in November.

The department — which normally oversees sectors like insurance and banking — is tasked with quickly adopting a regulatory structure under which psychedelic mushrooms can be legally consumed by people 21 and older at licensed facilities. The facilities are set to open as soon as late 2024.

DORA will also be responsible for writing regulations governing the cultivation and manufacturing of psychedelic mushrooms, as well as protecting consumers, developing public education campaigns and making recommendations to the legislature about how to shape the industry.

There's just one problem: DORA says it has no idea what it's doing when it comes to psilocybin, the hallucination-inducing compound derived from psychedelic mushrooms.

"This is an area completely outside the scope of any existing expertise or regulatory history within the department," DORA wrote in a budget document submitted to the legislature's Joint Budget Committee. "This is unlike anything else the department regulates. The department has no resources or expertise to begin implementation of this expansive new program involving substances with agricultural, controlled substance, chemical/scientific and facility issues."

Proposition 122, which legalized magic mushrooms, passed by nearly 8 percentage points. The measure was unique in that it specifically charged DORA with rolling out the psilocybin industry, as opposed to letting the state figure out for itself which of its agencies should be responsible for regulating magic mushrooms. And it doesn't appear Proposition 122's proponents reached out to DORA to see if they could handle the responsibility.

"Did they come sit down and say do you want to take this? I don't think so," said Katie O'Donnell, a spokeswoman for DORA. "It could have gone in a lot of places. It doesn't fit perfectly in any of them."

(Patty Salazar, who leads DORA, declined an interview request as her agency works to determine who will take on the psilocybin assignment.)

The Colorado Department of Revenue, for instance, regulates the cannabis industry. Hemp is handled by the Department of Agriculture.

DORA? It houses the Colorado Civil Rights Division and Broadband Deployment Office. To put it simply: DORA isn't synonymous with psychedelics.

“It just doesn't fit in the mold of what we regulate,” said O'Donnell, who explained that DORA is preliminarily planning to handle regulations for psilocybin and the other plants through its **Division of Professions and Occupations**.

Tasia Poinette, who leads the Healing Advocacy Fund, an offshoot of the group that funded the passage of Proposition 122, said supporters of the measure thought DORA was an appropriate place to regulate Colorado's new psychedelic mushrooms endeavor because of its licensure work.

“Proposition 122 was designed to provide breakthrough therapies to Coloradans for mental health and wellness,” Poinette said. “At the heart of this new regulated program are the licensed facilitators who supervise the preparation sessions, the natural medicine administration session, and the integration sessions. We believe it's appropriate for the agency that regulates other health professions, such as therapists, addiction specialists and nurses, to also regulate this new profession of licensed facilitators.”



Denver was the first U.S. city to decriminalize psilocybin in May 2019. (Olivia Sun, The Colorado Sun via Report for America)

Still, Poinsett said she recognizes DORA may need help creating a “program that works for all Coloradoans and is a model for the rest of the country.” Oregon is the only other state where psychedelic mushrooms are legal, and that only happened Jan. 1.

Proposition 122 allows people 21 and older in Colorado to grow and share psychedelic mushrooms. Sales, however, are not allowed.

Where DORA comes in will be the state-regulated centers OK’d by Proposition 122, where people will be able to make appointments to consume psilocybin.

Gov. Jared Polis last month appointed 15 people to serve on the state’s “Natural Medicine Advisory Board,” which is tasked with advising DORA on implementing the regulations. 5280 magazine reported there were more than 200 people who applied to be on the board.

But DORA says it still needs more help.

In its budget request to the legislature, DORA said it wants to spend \$700,000 this year and next to “contract resources and expertise” to get its trip down the rabbit hole going. It says the speed at which it’s expected to implement rules is unprecedented, and it’s still figuring out the fee structure for legal-use facilities under which it will fund its work.

And once DORA gets its psychedelic mushroom regulations squared away, the work may be just beginning.

Proposition 122 gives the Natural Medicine Advisory Board the option to similarly legalize and regulate a number of other naturally derived psychedelics, including dimethyltryptamine (known as DMT), ibogaine and mescaline, which is found in the San Pedro cactus.

*** READ MORE** _____

July rainstorms bury Cheesman Canyon in 20,000 cubic yards of sediment

11:39 AM MDT on Aug 17, 2023

More than 100 Summit County homeowners sue over crackdown on short-term rentals

11:08 AM MDT on Aug 17, 2023

A big takeaway from Colorado school testing data: Boys are recovering faster from COVID than girls

11:00 AM MDT on Aug 17, 2023

FOOTHILLS PARK & RECREATION DISTRICT
Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: August 22, 2023

MEMO TO: Foothills Board of Directors

FROM: Ronald Hopp, Executive Director

SUBJECT: Executive Director's Report

Please welcome the new and rehired staff who have started working for the District. We are excited to have them as part of our team!

Name	Department
Delaney Barrett	Sports Specialty Programming
Ryan Becker	Ridge Pool
Brody Fieselman	Ridge Pool
Kayla Guy	Edge Ice Arena
Michael Jacobson	Ridge Pool
Riley Jessen	Edge Ice Arena
Amelia Johnson	Ridge Pool
Jeanne Lomba	Active Adult Programs
Nicholas Mennenoh	Ridge Pool
Katie Miller	Ridge Pool
Kyle Sargent	Edge Ice Arena
Ethan Simon	Ridge Pool
Lucas Simon	Ridge Pool
Sabrina Slater	Edge Ice Arena
Timothy Sparhawk	Foothills Course Maintenance
Jace Tobin	Youth and Middle School Sports
Marcus Vigil	Urban Park Maintenance
Danielle Arabia	Edge Ice Arena
Cynthia DeLarber	Ridge Recreation Center
Gavin Faus	Edge Ice Arena
Bernadette Liley	Peak Recreation Center
Melanie Martin	Peak Recreation Center
Emilie Simmons	Children's Programs Admin

Adam Wozniak

Foothills Fieldhouse

Elias Dodd

Meadows Driving Range

The Management Team, Human Resources and Marketing have continued to meet for in-person meetings once per week.

We currently have six facility-use Intergovernmental Agreements (IGAs) with various entities that allow for the residents of those entities to utilize programs and facilities at District rates. As a reminder, each respective district is billed the differential between the resident rates and the non-resident rates. The attached spreadsheet shows revenues generated from the various IGAs year-to-date for 2023.

Email from Frannie Masters:

We had a great turnout at Staff BBQ last week and I am certain, fun was had by all! Thank you to everyone who attended and to those who helped make the event such a success! Thank you, Ron Hopp, for smoking all the meat. It was fantastic! We know it was a lot work and was a long night and day for you and we are SO grateful. Thank you to Parks staff for picking up and taking back the smokers, providing volleyball and other games. Cathy Patel, thank you for making all the delicious sides, vegetarian dishes, meat prep and cutting, set up, clean up and ordering all the food. Thank you to Jaqueline Bush for making the signs and banners. And last but not least, thank you to the Employee Event & Wellness Committee who did all of the pre-event planning and to all who helped with decorating, table set up, game set up, trash removal, canopies, seating, filling coolers and/or food prep (especially shredding all that pork!!):

Mary Clouse
Carrie Oltmanns
Richelle Riley
Cathy Patel
Preston Malcom
Andy Scinski
Jacqueline Bush
Amber Stowe
Sarah McAfee
Terri Gillan
Laura Rocchio
Eric Moore
Matt Lodwick
Jim Edfors
Colin Insley
Corey Massey
Deb Davis
Meg Timpano
Gary Ramos
Jeff Messerschmidt
Dennis Weiner
Belinda Fowler





Thank you to Directors Lodice and Hansen for attending the Staff BBQ event!

The Foothills Foundation held their annual golf tournament on Friday, August 18th at the Meadows Golf Club. The tournament had 144 golfers participate! Thank you to Director Trimble and former Director Meyer for playing in the event.

The 401k Committee met with our financial advisor group to review the District's Salary Deferral Plan for the second quarter, 2023.

Our current Board Policy Manual is the result of an update that was done with the Board in 2017, along with the July 28, 2020 updated Policy for Review and Approval of Contracts and Agreements; April 27, 2021 addition of Open Carry of Firearms Policy; November 8, 2022 revised Prairie Dog Management Plan. Recognizing the last complete update was six years ago, we would like to begin a process to review and update, as needed, these board policies to bring the manual up to date. These are policies that, over the years, staff have brought to the Board for approval, or they have been motions made by Boards that set policy for operations, etc. The policies are organized into several sections: Administration, Programs/Facilities/Golf, Finance/Budget, Parks/Planning, see index attached. The process we are going to use is to start at the top of the list of each category and have staff review the policies and make recommendations for changes. The policies will be brought to the Board for consideration, with the result being a completely updated Board Policy Manual. We plan to start this process beginning with the September meeting.

August 11th was Barb Butler's last day after a 28 year career with the District. Barb contributed immensely to the District and served in several capacities throughout her years including most recently as the Director of Recreation Programs. Barb will be missed and we wish her the best of luck in her retirement!

With the retirement of Barb Butler, I will be assuming the oversight of the divisions of the Recreation Department for which Barb was responsible.

I have been conducting Director of Recreation pre-screen interviews with prospective candidates for the position and will likely conduct some panel interviews later this month.

Park's staff Colin Insley, Sean Kitners, Tim Sanchez and Sarah McAfee gave a tour at Clement Park to the 2nd year students of the Parks Planning and Maintenance Academy. There were 38 students from agencies all over the west including Wyoming, Colorado, Texas and Arizona. Our staff discussed the inclusive playground, Columbine Memorial, Splash Park, and Pickleball courts, as well as Clement Park history.



At the July Board meeting we informed the Board during the budget guidelines presentation that our medical insurance carrier had notified us that we should expect to see a 15-25% increase in premiums for the 2024 plan year. Frannie Masters and Dennis Weiner met with the carrier in early August to discuss the renewal and the carrier provided an initial proposed increase of 12.91%. After some negotiation, the carrier agreed to reduce the increase to a much more tolerable 8.71%.

Renee Trimble and Linda Meyers graciously volunteered their time to plant a diverse array of over 30 Iris varieties, totaling more than 100 rhizomes, in various flower beds at Foothills Golf Course. These Iris bulbs were thoughtfully donated by Nanci Sanchez-Ross of Littleton. We anticipate the beauty of these Iris flowers blooming next June.

With the many major capital projects being either currently constructed or going through the planning processes, many staff members, including myself, are involved with a myriad of meetings related to these projects.

Director Lodice, Randy Meyers and I toured the Foothills Golf Course Clubhouse project and we also went to look at the bathroom on the golf course that was the subject of concerns brought up by a member of the public at the July Board meeting.

Director Trimble, Randy Meyers and I toured the Foothills Golf Course Clubhouse project.

Just a reminder, if any of the Board members would like to visit any of the project sites, I would be happy to make arrangements to meet you at any of the sites to view the progress of the projects.

As a reminder, an updated Capital Projects report is included in the packet.

2023													2023
NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTALS
BOWLES METRO	782.42	538.76	600.67	1,203.17	604.32	512.67	1,488.67	-	-	-	-	-	5,730.68
NORMANDY ESTATES	170.66	150.31	83.66	314.96	157.31	119.16	285.84	-	-	-	-	-	1,281.90
PLAINS METRO	51.00	3.50	-	30.00	-	-	28.50	-	-	-	-	-	113.00
ROXBOROUGH VILLAGE	2,033.76	1,161.67	1,414.21	3,349.49	1,519.40	1,650.40	3,255.67	-	-	-	-	-	14,384.60
TRAILMARK	1,058.50	665.00	543.75	2,073.90	824.31	931.25	1,942.39	-	-	-	-	-	8,039.10
VINTAGE RESERVE	139.34	293.10	16.99	611.50	112.50	177.75	820.80	-	-	-	-	-	2,171.98
MONTHLY TOTALS	4,235.68	2812.34	2,659.28	7,583.02	3,217.84	3,391.23	7,821.87	0.00	0.00	0.00	0.00	0.00	31,721.26

Foothills Park & Recreation District
Board Policy Manual
Updated 2017

The Foothills Board of Directors and staff performed an update of the Board Policy Manual throughout the year, 2017. Attached is the current Board Policy Manual as approved by the Board. Updates will be added to this manual as they occur. A copy of the manual is located in the Executive Director's Office and a PDF is provided on the Intranet.

Administration

- A. Statement of Purposes
- B. Duties and Responsibilities of the Board of Directors
- C. Board of Directors Compensation
- D. Mission Statement and Commitments to Excellence
- E. Code of Conduct
- F. Board Meeting Recordings
- G. Americans with Disabilities Act
- H. Press Policy
- I. Review and Approval of Contracts and Agreements
- J. Donations to Non-Profit Groups
- K. Investment Committee Indemnification Resolution
- L. Indemnification of Directors and Employees Resolution
- M. Colorado Open Records Act (CORA)
- N. Park Credit Policy
- O. Open Carry of Firearms Policy (added 2021)

Programs/Facilities/Golf

- A. Fees and Charges Guidelines
- B. Senior Citizen Age Discount Policy
- C. District Resident Identification Card
- D. Alcoholic Beverages in Facilities Policy
- E. District Resident Financial Assistance Program
- F. Arts & Events Agency
- G. Clement Park Amphitheater Rental Receipts
- H. Golf Development and Improvement Fund
- I. Golf Lessons
- J. Private Golf Carts
- K. Colorado Golf Association Tournaments
- L. Golf Course Club Policy
- M. Active and Retired Military and Veteran Individuals Discount Policy

Finance

- A. Finance Policies
- B. Investment Policy
- C. Purchasing Card Policy

Parks/Planning

- A. Land Use Encroachment Policy
- B. Parks Naming/Renaming Policy
- C. Sign Policy
- D. Matching Funds Policy
- E. Prairie Dog Management Plan

FOOTHILLS PARK & RECREATION DISTRICT

Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: August 22, 2023
TO: Foothills Board of Directors
FROM: Dennis Weiner, Director of Finance and Administrative Services
SUBJECT: JULY FINANCIAL UPDATE

Attached are the District's Financial Summary report and discussion of the District's year-to-date operating revenues and expenditures as well as non-operating revenues and expenditures through July 31, 2023 as compared to the budget.

Also included is a summary comparison of actual versus budget for the year-to-date by department. If you have any questions concerning this information, please ask me.

FOOTHILLS PARK & RECREATION DISTRICT

Creating Community, Enhancing Health, Inspiring Play since 1959

EXECUTIVE SUMMARY OF THE DISTRICT ACTUAL VS BUDGET FOR THE YEAR-TO-DATE PERIOD ENDED 7/31/2023

Total Year-to Date Operating Revenue:

Total District Year-to-Date Operating Revenues are \$11,925,437 versus a budget of \$11,063,199 or \$862,238 higher than planned due to the following:

- Admission Fee Revenues were \$8,881,483, which was \$605,410 better than planned.
 - Leisure Services admission fees were \$266,536 lower than planned driven by lower admission fees in Children's programs for Before and After Care and All Day Care programs and lower admission fees collected in adult Athletic programs, partially offset by higher than planned fee revenue in youth sports, Fitness and at the Edge Ice Arena for Hockey, Group Lessons and Figure Skating.
 - Golf admission fees, including Golf Development and Improvement Fund revenue, were \$3,273,677, which was better than plan by \$893,184 because of a higher number of rounds played than planned at both District golf courses.
- Rentals were \$2,272,157, which was higher than plan by \$195,642 resulting from higher than planned rental revenue from carts at both District golf courses.
- Merchandise sales were better than plan by \$32,011, because of higher than planned levels of sales at The Meadows Golf Club pro shop.

Total Year-To-Date Operating Expenditures:

Total District Year-to-Date Operating Expenditures are \$14,352,526 versus budget of \$15,264,480 or \$911,955 better than planned due to the following:

- Salaries and Wages expenditures were \$7,754,466, which was better than plan by \$421,432, or roughly 5.2%. Full-Time Salaries were better than budget by \$141,083 mainly because of the timing of hiring for open full-time positions in Parks, Facility Maintenance and Children's Programs and a staffing change in fitness which resulted in a reduction in full-time staff headcount. Part-time wages were lower than planned by \$275,696 due to the delay in opening Columbine West and Sixth Avenue West pool locations, a first quarter conversion to full-time of a budgeted part-time position in the Arts department and lower part-time hours in Urban Parks and Children's Programs related to unfilled part-time positions.
- Personnel expenditures were \$122,159 lower than planned, resulting from lower than planned health insurance and payroll tax expenditures related to lower staff levels.

- Supplies expenditures were \$8,941 lower than budgeted due to the timing of expenditures for program, operating and facility repair supplies in Parks, Leisure Services and Golf.
- Purchased Services expenditures were \$206,955 lower than budgeted due to lower than planned election legal public relations expenditures and lower than planned consulting expenditures in IT.
- Utilities were \$1,069,404, which was lower than planned by \$181,089. Electric, natural gas and water expenditures were better than planned by \$50,429, \$19,628 and \$111,032, respectively due to lower than planned usage.

Net Operating Loss:

Net Operating Loss was \$2,427,089 compared to a planned Net Operating Loss of \$4,201,281, or \$1,774,193 better than plan, driven by higher than planned revenue from Golf and lower than budgeted Salaries, Personnel and Utility expenditures throughout the District.

Non-Operating Revenue and Expenditures:

Net Non-Operating Revenue was \$2,942,707, which was \$1,578,624 better than plan primarily due to the following:

- Investment income was better than planned by \$817,588 driven by higher than planned invested balances due to the timing of spending on the 2021 COP projects and higher than planned yields on invested balances.
- Specific Ownership taxes were better than plan by \$23,125 because of higher than planned taxes collected from vehicle registrations within Jefferson County.
- Conservation Trust Fund revenues from lottery sales were \$59,456 better than planned.
- Contributions and Grants were better than planned by \$303,305 driven by funds received for Children's Programs under the Childcare Stabilization and Workforce Retention Grant.
- Insurance Proceeds were better than plan by \$373,236 mainly due to reimbursements received from insurance under a claim for the roof replacement over the east rink at the Edge Ice Arena.
- Property Tax Revenue was \$17,797 lower than planned because of slower collection of property taxes by the County than anticipated.

Net Revenue/Expenditures:

As a result, through July 31, 2023, Net Revenue was \$515,619, which was \$3,352,816 favorable to plan because of better than expected Net Operating Loss, investment income, grant revenue, Conservation Trust Fund revenues and unplanned insurance proceeds.

Foothills Park & Recreation District
Summary of All Units
Monday, July 31, 2023

	July			YTD			2023			
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	2022
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	YTD
OPERATING REVENUES										
Admission Fees	\$1,983,772	\$1,681,277	\$302,496	\$8,881,483	\$8,276,073	\$605,410	\$12,889,585	\$4,008,102	68.90%	\$6,926,440
Rentals	466,149	405,414	60,735	2,272,157	2,076,516	195,642	3,452,548	1,180,391	65.81%	2,056,175
Merchandise Sales	77,883	54,075	23,809	277,600	245,589	32,011	408,001	130,401	68.04%	271,802
Concessions and Other Contracts	64,790	72,043	(7,253)	443,138	419,269	23,869	713,758	270,620	62.09%	380,989
Other Revenue	10,874	9,333	1,541	51,058	45,752	5,306	76,608	25,550	66.65%	62,574
TOTAL OPERATING REVENUES	2,603,469	2,222,142	381,327	11,925,437	11,063,199	862,238	17,540,500	5,615,063	67.99%	9,697,979
OPERATING EXPENDITURES										
Salaries and Wages	1,408,716	1,519,864	111,148	7,754,466	8,175,897	421,432	13,540,724	5,786,258	57.27%	7,225,974
Personnel	203,161	227,953	24,792	1,542,982	1,665,141	122,159	2,599,220	1,056,238	59.36%	1,520,288
Supplies	274,166	273,165	(1,001)	1,836,026	1,844,966	8,941	2,820,099	984,074	65.10%	1,526,991
Purchased Services	310,400	316,640	6,240	1,941,567	2,148,522	206,955	3,351,203	1,409,637	57.94%	1,807,185
Utilities	258,119	283,869	25,750	1,069,404	1,250,493	181,089	2,200,132	1,130,728	48.61%	1,259,986
Insurance	28,759	25,997	(2,762)	201,287	179,460	(21,828)	306,944	105,656	65.58%	170,087
Other Expenditures	1,632	-	(1,632)	6,795	-	(6,795)	-	(6,795)	0.00%	(1,612)
TOTAL OPERATING EXPENDITURES	2,484,954	2,647,488	162,534	14,352,526	15,264,480	911,955	24,818,322	10,465,796	57.83%	13,508,900
NET OPERATING REVENUE/(EXPENDITURES)	118,514	(425,347)	543,861	(2,427,089)	(4,201,281)	1,774,193	(7,277,822)	(4,850,733)	33.35%	(3,810,921)
NON-OPERATING REVENUE										
Fund Balance	-	-	-	41,284	38,548	2,736	29,812,465	29,771,181	0.14%	37,093
Property Taxes Collected to Pay GO Bonds	-	-	-	-	-	-	-	-	0.00%	109,939
Property Taxes Collected for Operations	135,006	138,013	(3,006)	13,939,716	13,957,514	(17,797)	14,091,268	151,552	98.92%	14,049,506
Specific Ownership Taxes	82,017	119,275	(37,259)	587,816	564,691	23,125	994,350	406,534	59.12%	561,983
Conservation Trust	-	-	-	333,860	274,405	59,456	548,809	214,949	60.83%	295,478
Contributions and Grants	280,925	13,817	267,108	654,142	350,837	303,305	365,055	(289,087)	179.19%	716,087
Investment Income	149,936	14,854	135,082	959,927	142,339	817,588	205,207	(754,719)	467.78%	183,334
Gain/(Loss) on Sale of Capital Assets	-	-	-	-	-	-	-	-	0.00%	13,491
Proceeds from Insurance	-	-	-	373,236	-	373,236	-	(373,236)	0.00%	9,171
Other Income	-	-	-	1,577	-	1,577	-	(1,577)	0.00%	544
TOTAL NON-OPERATING REVENUE	647,884	285,959	361,925	16,891,558	15,328,332	1,563,226	46,017,155	29,125,597	36.71%	15,976,627
NON-OPERATING EXPENDITURES										
Grant Expenditures	52,474	65,769	13,295	98,771	107,806	9,035	123,432	24,661	80.02%	83,149
Facilities & Equipment Repairs and Replacements	1,361,537	1,361,537	-	12,830,399	12,830,899	500	34,826,820	21,996,421	36.84%	8,952,699
Debt Payments	-	-	-	-	-	-	1,945,000	1,945,000	0.00%	80,200
Interest Expense	-	-	-	813,331	813,331	-	1,626,663	813,331	50.00%	848,033
Other Expenditures	4,313	2,070	(2,243)	206,350	212,213	5,863	217,419	11,069	94.91%	274,217
TOTAL NON-OPERATING EXPENDITURES	1,418,324	1,429,376	11,052	13,948,851	13,964,249	15,398	38,739,334	24,790,483	36.01%	10,238,297
NET REVENUE/(EXPENDITURES)	(651,926)	(1,568,764)	916,839	515,619	(2,837,198)	3,352,816	0	(515,619)		1,927,409
TOTAL REVENUE	3,251,353	2,508,101	743,252	28,816,995	26,391,531	2,425,464	63,557,655	34,740,660	45.34%	25,674,606
TOTAL EXPENDITURES	3,903,278	4,076,865	173,587	28,301,376	29,228,729	927,352	63,557,655	35,256,279	44.53%	23,747,197
NET REVENUE/(EXPENDITURES)	(651,926)	(1,568,764)	916,839	515,619	(2,837,198)	3,352,816	0	(515,619)		1,927,409

Foothills Park & Recreation District
Summary of All Units
Monday, July 31, 2023

	July			YTD			2023			
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	2022
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	YTD
OPERATING REVENUES										
Admission Fees:										
Total Parks and Clement Park - Admission Fees	-	-	-	-	-	-	-	-	0.00%	18,613
Leisure Services Summary - Admission Fees	967,515	982,767	(15,252)	5,411,225	5,677,761	(266,536)	8,926,169	3,514,944	60.62%	3,990,177
Golf Summary - Admission Fees	958,472	645,960	312,512	3,273,677	2,380,493	893,184	3,687,080	413,403	88.79%	2,738,142
Other Funds - Admission Fees	57,785	52,550	5,235	196,581	217,819	(21,238)	276,336	79,755	71.14%	179,508
Total Admission Fees	1,983,772	1,681,277	302,496	8,881,483	8,276,073	605,410	12,889,585	4,008,102	68.90%	6,926,440
Rentals:										
Total Parks and Clement Park - Rentals	29,350	26,974	2,376	90,237	80,122	10,115	116,813	26,576	77.25%	107,141
Leisure Services Summary - Rentals	137,863	176,525	(38,661)	1,284,080	1,347,804	(63,724)	2,346,791	1,062,712	54.72%	1,117,549
Golf Summary - Rentals	298,936	201,916	97,020	897,841	648,590	249,251	988,944	91,103	90.79%	831,485
Total Rentals	466,149	405,414	60,735	2,272,157	2,076,516	195,642	3,452,548	1,180,391	65.81%	2,056,175
Merchandise Sales:										
Leisure Services Summary - Merchandise Sales	5,337	5,881	(544)	43,569	43,583	(14)	79,296	35,727	54.94%	40,336
Golf Summary - Merchandise Sales	72,547	48,194	24,353	234,031	202,006	32,025	328,705	94,674	71.20%	231,466
Total Merchandise Sales	77,883	54,075	23,809	277,600	245,589	32,011	408,001	130,401	68.04%	271,802
Concessions and Other Contracts:										
Administration - Concessions and Other Contracts	-	-	-	10,000	10,000	-	10,000	-	100.00%	10,000
Total Parks and Clement Park - Concessions and Other Contracts	-	-	-	4,392	4,392	0	4,392	0	100.01%	4,392
Leisure Services Summary - Concessions and Other Contracts	53,109	71,443	(18,335)	394,591	400,677	(6,086)	637,747	243,156	61.87%	341,003
Golf Summary - Concessions and Other Contracts	11,682	600	11,082	34,155	4,200	29,955	61,619	27,464	55.43%	25,593
Total Concessions and Other Contracts	64,790	72,043	(7,253)	443,138	419,269	23,869	713,758	270,620	62.09%	380,989
Other Revenue:										
Administration - Other Revenue	3,780	-	3,780	17,033	8,100	8,933	9,050	(7,983)	188.21%	8,990
Total Parks and Clement Park - Other Revenue	983	2,700	(1,717)	5,206	10,800	(5,594)	18,000	12,794	28.92%	4,773
Leisure Services Summary - Other Revenue	6,078	5,623	455	28,091	22,512	5,579	42,450	14,359	66.17%	45,924
Golf Summary - Other Revenue	33	1,010	(977)	728	4,340	(3,612)	7,108	6,380	10.24%	2,886
Total Other Revenue	10,874	9,333	1,541	51,058	45,752	5,306	76,608	25,550	66.65%	62,574
TOTAL OPERATING REVENUES:										
Administration - TOTAL OPERATING REVENUES	3,780	-	3,780	27,033	18,100	8,933	19,050	(7,983)	141.91%	18,990
Total Parks and Clement Park - TOTAL OPERATING REVENUES	30,333	29,674	659	99,835	95,314	4,521	139,205	39,370	71.72%	134,919
Leisure Services Summary - TOTAL OPERATING REVENUES	1,169,902	1,242,238	(72,336)	7,161,555	7,492,337	(330,782)	12,032,453	4,870,898	59.52%	5,534,990
Golf Summary - TOTAL OPERATING REVENUES	1,341,669	897,680	443,990	4,440,432	3,239,629	1,200,803	5,073,456	633,024	87.52%	3,829,572
Other Funds - TOTAL OPERATING REVENUES	57,785	52,550	5,235	196,581	217,819	(21,238)	276,336	79,755	71.14%	179,508

	July			YTD			2023			2022 YTD
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	
Total TOTAL OPERATING REVENUES	2,603,469	2,222,142	381,327	11,925,437	11,063,199	862,238	17,540,500	5,615,063	67.99%	9,697,979
OPERATING EXPENDITURES										
Salaries and Wages:										
Administration - Salaries and Wages	106,419	107,940	1,521	731,403	740,183	8,779	1,273,727	542,323	57.42%	712,938
Total Parks and Clement Park - Salaries and Wages	227,984	236,836	8,852	1,358,792	1,423,277	64,486	2,428,875	1,070,083	55.94%	1,170,904
Leisure Services Summary - Salaries and Wages	808,392	905,411	97,019	4,349,994	4,688,690	338,695	7,622,841	3,272,847	57.07%	4,099,463
Golf Summary - Salaries and Wages	265,829	268,677	2,848	1,313,450	1,320,748	7,298	2,212,281	898,831	59.37%	1,242,669
Other Funds - Salaries and Wages	91	1,000	909	826	3,000	2,174	3,000	2,174	27.54%	-
Total Salaries and Wages	1,408,716	1,519,864	111,148	7,754,466	8,175,897	421,432	13,540,724	5,786,258	57.27%	7,225,974
Personnel:										
Administration - Personnel	15,410	16,410	1,000	162,293	166,941	4,648	251,599	89,306	64.50%	162,962
Total Parks and Clement Park - Personnel	43,120	45,484	2,364	359,523	366,889	7,366	577,883	218,361	62.21%	338,510
Leisure Services Summary - Personnel	109,372	128,025	18,653	777,215	867,904	90,688	1,358,684	581,468	57.20%	769,286
Golf Summary - Personnel	35,252	37,930	2,678	243,918	263,098	19,179	410,745	166,826	59.38%	249,530
Other Funds - Personnel	7	103	96	33	310	277	310	277	10.61%	-
Total Personnel	203,161	227,953	24,792	1,542,982	1,665,141	122,159	2,599,220	1,056,238	59.36%	1,520,288
Supplies:										
Administration - Supplies	5,797	3,228	(2,569)	17,263	12,783	(4,480)	30,788	13,525	56.07%	11,846
Total Parks and Clement Park - Supplies	35,769	63,436	27,667	428,613	496,786	68,173	679,165	250,552	63.11%	353,561
Leisure Services Summary - Supplies	110,561	95,845	(14,717)	723,047	679,821	(43,226)	1,069,074	346,028	67.63%	613,868
Golf Summary - Supplies	113,734	100,270	(13,464)	607,386	582,874	(24,512)	946,649	339,263	64.16%	547,716
Other Funds - Supplies	8,304	10,386	2,082	59,717	72,702	12,985	94,423	34,706	63.24%	-
Total Supplies	274,166	273,165	(1,001)	1,836,026	1,844,966	8,941	2,820,099	984,074	65.10%	1,526,991
Purchased Services:										
Administration - Purchased Services	79,591	57,898	(21,693)	463,991	550,520	86,529	818,332	354,341	56.70%	454,389
Total Parks and Clement Park - Purchased Services	33,301	49,733	16,432	325,030	352,040	27,010	519,693	194,663	62.54%	284,559
Leisure Services Summary - Purchased Services	146,118	155,590	9,472	880,589	945,599	65,010	1,568,006	687,417	56.16%	792,556
Golf Summary - Purchased Services	48,957	45,997	(2,960)	259,865	270,029	10,164	404,906	145,041	64.18%	275,682
Other Funds - Purchased Services	2,433	7,421	4,989	12,092	30,334	18,242	40,267	28,175	30.03%	-
Total Purchased Services	310,400	316,640	6,240	1,941,567	2,148,522	206,955	3,351,203	1,409,637	57.94%	1,807,185
Utilities:										
Administration - Utilities	(2,682)	(5,578)	(2,896)	(35,328)	(16,986)	18,342	(27,654)	7,674	127.75%	7,216
Total Parks and Clement Park - Utilities	108,414	149,063	40,648	314,647	432,668	118,021	820,139	505,492	38.37%	418,894
Leisure Services Summary - Utilities	103,213	86,348	(16,865)	574,135	604,964	30,830	984,752	410,617	58.30%	602,884
Golf Summary - Utilities	49,174	54,037	4,863	215,950	229,847	13,897	422,895	206,945	51.06%	230,992
Total Utilities	258,119	283,869	25,750	1,069,404	1,250,493	181,089	2,200,132	1,130,728	48.61%	1,259,986

	July			YTD			2023			2022 YTD
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	
Insurance:										
Administration - Insurance	9,224	10,377	1,152	64,547	72,638	8,090	124,522	59,975	51.84%	64,842
Total Parks and Clement Park - Insurance	6,058	5,612	(446)	42,406	39,286	(3,121)	67,347	24,941	62.97%	33,619
Leisure Services Summary - Insurance	11,976	8,949	(3,027)	83,829	60,125	(23,704)	102,370	18,541	81.89%	64,441
Golf Summary - Insurance	1,501	1,059	(442)	10,505	7,411	(3,094)	12,705	2,200	82.68%	7,185
Total Insurance	28,759	25,997	(2,762)	201,287	179,460	(21,828)	306,944	105,656	65.58%	170,087
Other Expenditures:										
Leisure Services Summary - Other Expenditures	(549)	-	549	894	-	(894)	-	(894)	0.00%	(1,336)
Golf Summary - Other Expenditures	2,181	-	(2,181)	5,901	-	(5,901)	-	(5,901)	0.00%	(276)
Total Other Expenditures	1,632	-	(1,632)	6,795	-	(6,795)	-	(6,795)	0.00%	(1,612)
TOTAL OPERATING EXPENDITURES:										
Administration - TOTAL OPERATING EXPENDITURES	213,760	190,276	(23,484)	1,404,170	1,526,079	121,909	2,471,313	1,067,143	56.82%	1,414,194
Total Parks and Clement Park - TOTAL OPERATING EXPENDITURES	454,647	550,164	95,517	2,829,010	3,110,946	281,936	5,093,102	2,264,091	55.55%	2,600,047
Leisure Services Summary - TOTAL OPERATING EXPENDITURES	1,289,083	1,380,168	91,084	7,389,702	7,847,102	457,400	12,705,726	5,316,024	58.16%	6,941,162
Golf Summary - TOTAL OPERATING EXPENDITURES	516,628	507,970	(8,658)	2,656,975	2,674,007	17,032	4,410,181	1,753,206	60.25%	2,553,497
Other Funds - TOTAL OPERATING EXPENDITURES	10,835	18,910	8,075	72,668	106,346	33,678	138,000	65,332	52.66%	-
Total TOTAL OPERATING EXPENDITURES	2,484,954	2,647,488	162,534	14,352,526	15,264,480	911,955	24,818,322	10,465,796	57.83%	13,508,900
NET OPERATING REVENUE/(EXPENDITURES):										
Administration - NET OPERATING REVENUE/(EXPENDITURES)	(209,980)	(190,276)	(19,704)	(1,377,136)	(1,507,979)	130,842	(2,452,263)	(1,075,127)	56.16%	(1,395,203)
Total Parks and Clement Park - NET OPERATING REVENUE/(EXPENDITURES)	(424,314)	(520,490)	96,176	(2,729,175)	(3,015,632)	286,457	(4,953,897)	(2,224,722)	55.09%	(2,465,128)
Leisure Services Summary - NET OPERATING REVENUE/(EXPENDITURES)	(119,182)	(137,930)	18,748	(228,147)	(354,765)	126,618	(673,273)	(445,126)	33.89%	(1,406,173)
Golf Summary - NET OPERATING REVENUE/(EXPENDITURES)	825,041	389,709	435,332	1,783,457	565,622	1,217,836	663,275	(1,120,182)	268.89%	1,276,075
Other Funds - NET OPERATING REVENUE/(EXPENDITURES)	46,950	33,640	13,310	123,913	111,473	12,440	138,336	14,423	89.57%	179,508
Total NET OPERATING REVENUE/(EXPENDITURES)	118,514	(425,347)	543,861	(2,427,089)	(4,201,281)	1,774,193	(7,277,822)	(4,850,733)	33.35%	(3,810,921)
NON-OPERATING REVENUE										
Fund Balance:										
Other Funds - Fund Balance	-	-	-	41,284	38,548	2,736	29,812,465	29,771,181	0.14%	37,093
Total Fund Balance	-	-	-	41,284	38,548	2,736	29,812,465	29,771,181	0.14%	37,093
Property Taxes Collected to Pay GO Bonds:										
Other Funds - Property Taxes Collected to Pay GO Bonds	-	-	-	-	-	-	-	-	0.00%	109,939
Total Property Taxes Collected to Pay GO Bonds	-	-	-	-	-	-	-	-	0.00%	109,939
Property Taxes Collected for Operations:										
Administration - Property Taxes Collected for Operations	(417,076)	(414,069)	(3,006)	9,716,613	9,734,410	(17,797)	5,723,845	(3,992,768)	169.76%	10,323,910
Total Parks and Clement Park - Property Taxes Collected for Operations	520,523	520,523	0	3,038,920	3,038,921	(2)	4,977,218	1,938,298	61.06%	2,557,632

	July			YTD			2023			
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	2022
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	YTD
Leisure Services Summary - Property Taxes Collected for Operations	148,797	148,797	0	726,619	726,618	1	1,147,604	420,985	63.32%	735,577
Other Funds - Property Taxes Collected for Operations	(117,238)	(117,238)	0	457,564	457,564	0	2,242,601	1,785,037	20.40%	432,387
Total Property Taxes Collected for Operations	135,006	138,013	(3,006)	13,939,716	13,957,514	(17,797)	14,091,268	151,552	98.92%	14,049,506
Specific Ownership Taxes:										
Other Funds - Specific Ownership Taxes	82,017	119,275	(37,259)	587,816	564,691	23,125	994,350	406,534	59.12%	561,983
Total Specific Ownership Taxes	82,017	119,275	(37,259)	587,816	564,691	23,125	994,350	406,534	59.12%	561,983
Conservation Trust:										
Other Funds - Conservation Trust	-	-	-	333,860	274,405	59,456	548,809	214,949	60.83%	295,478
Total Conservation Trust	-	-	-	333,860	274,405	59,456	548,809	214,949	60.83%	295,478
Contributions and Grants:										
Total Parks and Clement Park - Contributions and Grants	1,324	-	1,324	4,370	-	4,370	-	(4,370)	0.00%	2,591
Leisure Services Summary - Contributions and Grants	271,587	12,517	259,070	348,946	108,598	240,348	122,616	(226,330)	284.58%	606,708
Other Funds - Contributions and Grants	8,014	1,300	6,714	300,826	242,239	58,587	242,439	(58,387)	124.08%	106,788
Total Contributions and Grants	280,925	13,817	267,108	654,142	350,837	303,305	365,055	(289,087)	179.19%	716,087
Investment Income:										
Administration - Investment Income	149,936	14,854	135,082	959,927	142,339	817,588	205,207	(754,719)	467.78%	183,334
Total Investment Income	149,936	14,854	135,082	959,927	142,339	817,588	205,207	(754,719)	467.78%	183,334
Gain/(Loss) on Sale of Capital Assets:										
Other Funds - Gain/(Loss) on Sale of Capital Assets	-	-	-	-	-	-	-	-	0.00%	13,491
Total Gain/(Loss) on Sale of Capital Assets	-	-	-	-	-	-	-	-	0.00%	13,491
Proceeds from Insurance :										
Administration - Proceeds from Insurance	-	-	-	-	-	-	-	-	0.00%	5,000
Total Parks and Clement Park - Proceeds from Insurance	-	-	-	36,072	-	36,072	-	(36,072)	0.00%	-
Leisure Services Summary - Proceeds from Insurance	-	-	-	337,164	-	337,164	-	(337,164)	0.00%	4,171
Total Proceeds from Insurance	-	-	-	373,236	-	373,236	-	(373,236)	0.00%	9,171
Other Income:										
Other Funds - Other Income	-	-	-	1,577	-	1,577	-	(1,577)	0.00%	544
Total Other Income	-	-	-	1,577	-	1,577	-	(1,577)	0.00%	544
TOTAL NON-OPERATING REVENUE:										
Administration - TOTAL NON-OPERATING REVENUE	(267,140)	(399,215)	132,075	10,676,540	9,876,749	799,791	5,929,053	(4,747,487)	180.07%	10,512,244
Total Parks and Clement Park - TOTAL NON-OPERATING REVENUE	521,847	520,523	1,324	3,079,362	3,038,921	40,441	4,977,218	1,897,856	61.87%	2,560,223
Leisure Services Summary - TOTAL NON-OPERATING REVENUE	420,384	161,314	259,070	1,412,729	835,216	577,513	1,270,220	(142,509)	111.22%	1,346,456

	July			YTD			2023			
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	2022
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	YTD
Other Funds - TOTAL NON-OPERATING REVENUE	(27,207)	3,338	(30,545)	1,722,928	1,577,446	145,482	33,840,665	32,117,737	5.09%	1,557,705
Total TOTAL NON-OPERATING REVENUE	647,884	285,959	361,925	16,891,558	15,328,332	1,563,226	46,017,155	29,125,597	36.71%	15,976,627
NON-OPERATING EXPENDITURES										
Grant Expenditures:										
Other Funds - Grant Expenditures	52,474	65,769	13,295	98,771	107,806	9,035	123,432	24,661	80.02%	83,149
Total Grant Expenditures	52,474	65,769	13,295	98,771	107,806	9,035	123,432	24,661	80.02%	83,149
Facilities & Equipment Repairs and Replacements:										
Total Parks and Clement Park - Facilities & Equipment Repairs and Replacements	-	-	-	20,000	20,000	-	20,000	-	100.00%	20,000
Golf Summary - Facilities & Equipment Repairs and Replacements	-	-	-	-	500	500	500	500	0.00%	-
Other Funds - Facilities & Equipment Repairs and Replacements	1,361,537	1,361,537	-	12,810,399	12,810,399	-	34,806,320	21,995,921	36.80%	8,932,699
Total Facilities & Equipment Repairs and Replacements	1,361,537	1,361,537	-	12,830,399	12,830,899	500	34,826,820	21,996,421	36.84%	8,952,699
Debt Payments:										
Other Funds - Debt Payments	-	-	-	-	-	-	1,945,000	1,945,000	0.00%	80,200
Total Debt Payments	-	-	-	-	-	-	1,945,000	1,945,000	0.00%	80,200
Interest Expense:										
Other Funds - Interest Expense	-	-	-	813,331	813,331	-	1,626,663	813,331	50.00%	848,033
Total Interest Expense	-	-	-	813,331	813,331	-	1,626,663	813,331	50.00%	848,033
Other Expenditures:										
Administration - Other Expenditures	2,288	-	(2,288)	(4,783)	-	4,783	-	4,783	0.00%	59,825
Total Parks and Clement Park - Other Expenditures	33	33	0	3,289	3,289	0	3,321	32	99.04%	1,727
Other Funds - Other Expenditures	1,992	2,038	46	207,844	208,923	1,080	214,098	6,255	97.08%	212,664
Total Other Expenditures	4,313	2,070	(2,243)	206,350	212,213	5,863	217,419	11,069	94.91%	274,217
TOTAL NON-OPERATING EXPENDITURES:										
Administration - TOTAL NON-OPERATING EXPENDITURES	2,288	-	(2,288)	(4,783)	-	4,783	-	4,783	0.00%	59,825
Total Parks and Clement Park - TOTAL NON-OPERATING EXPENDITURES	33	33	0	3,289	3,289	0	3,321	32	99.86%	21,727
Golf Summary - TOTAL NON-OPERATING EXPENDITURES	-	-	-	-	500	500	500	500	0.00%	-
Other Funds - TOTAL NON-OPERATING EXPENDITURES	1,416,003	1,429,344	13,341	13,930,345	13,940,459	10,115	38,715,513	24,785,168	35.98%	10,156,744
Total TOTAL NON-OPERATING EXPENDITURES	1,418,324	1,429,376	11,052	13,948,851	13,964,249	15,398	38,739,334	24,790,483	36.01%	10,238,297
NET REVENUE/(EXPENDITURES):										
Administration - NET REVENUE/(EXPENDITURES)	(479,408)	(589,491)	110,083	9,304,187	8,368,771	935,416	3,476,790	(5,827,397)	267.61%	9,057,215
Total Parks and Clement Park - NET REVENUE/(EXPENDITURES)	97,500	-	97,500	326,898	-	326,898	-	(326,898)	0.00%	73,368
Leisure Services Summary - NET REVENUE/(EXPENDITURES)	301,202	23,384	277,818	1,184,581	480,450	704,131	596,946	(587,635)	198.44%	(59,717)
Golf Summary - NET REVENUE/(EXPENDITURES)	825,041	389,709	435,332	1,783,457	565,122	1,218,336	662,775	(1,120,682)	269.09%	1,276,075

	July			YTD			2023			2022
	2023	2023	Fav/(Unfav)	2023	2023	Fav/(Unfav)	Original	Remaining	%	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget	Completed	YTD
Other Funds - NET REVENUE/(EXPENDITURES)	(1,396,261)	(1,392,366)	(3,894)	(12,083,504)	(12,251,540)	168,036	(4,736,512)	7,346,992	255.11%	(8,419,532)
Total NET REVENUE/(EXPENDITURES)	(651,926)	(1,568,764)	916,839	515,619	(2,837,198)	3,352,816	0	(515,619)		1,927,409
TOTAL REVENUE:										
Administration - TOTAL REVENUE	(263,360)	(399,215)	135,855	10,703,573	9,894,849	808,724	5,948,103	(4,755,470)	179.95%	10,531,234
Total Parks and Clement Park - TOTAL REVENUE	552,180	550,197	1,983	3,179,198	3,134,235	44,962	5,116,423	1,937,225	62.14%	2,695,142
Leisure Services Summary - TOTAL REVENUE	1,590,285	1,403,552	186,734	8,574,283	8,327,553	246,731	13,302,673	4,728,389	64.46%	6,881,445
Golf Summary - TOTAL REVENUE	1,341,669	897,680	443,990	4,440,432	3,239,629	1,200,803	5,073,456	633,024	87.52%	3,829,572
Other Funds - TOTAL REVENUE	30,578	55,888	(25,310)	1,919,509	1,795,265	124,244	34,117,001	32,197,492	5.63%	1,737,213
Total TOTAL REVENUE	3,251,353	2,508,101	743,252	28,816,995	26,391,531	2,425,464	63,557,655	34,740,660	45.34%	25,674,606
TOTAL EXPENDITURES:										
Administration - TOTAL EXPENDITURES	216,048	190,276	(25,772)	1,399,387	1,526,079	126,692	2,471,313	1,071,926	56.63%	1,474,019
Total Parks and Clement Park - TOTAL EXPENDITURES	454,680	550,197	95,517	2,852,299	3,134,235	281,936	5,116,423	2,264,123	55.75%	2,621,774
Leisure Services Summary - TOTAL EXPENDITURES	1,289,083	1,380,168	91,084	7,389,702	7,847,102	457,400	12,705,726	5,316,024	58.16%	6,941,162
Golf Summary - TOTAL EXPENDITURES	516,628	507,970	(8,658)	2,656,975	2,674,507	17,532	4,410,681	1,753,706	60.24%	2,553,497
Other Funds - TOTAL EXPENDITURES	1,426,839	1,448,254	21,415	14,003,013	14,046,805	43,792	38,853,513	24,850,500	36.04%	10,156,744
Total TOTAL EXPENDITURES	3,903,278	4,076,865	173,587	28,301,376	29,228,729	927,352	63,557,655	35,256,279	44.53%	23,747,197
NET REVENUE/(EXPENDITURES):										
Administration - NET REVENUE/(EXPENDITURES)	(479,408)	(589,491)	110,083	9,304,187	8,368,771	935,416	3,476,790	(5,827,397)	267.61%	9,057,215
Total Parks and Clement Park - NET REVENUE/(EXPENDITURES)	97,500	-	97,500	326,898	-	326,898	-	(326,898)	0.00%	73,368
Leisure Services Summary - NET REVENUE/(EXPENDITURES)	301,202	23,384	277,818	1,184,581	480,450	704,131	596,946	(587,635)	198.44%	(59,717)
Golf Summary - NET REVENUE/(EXPENDITURES)	825,041	389,709	435,332	1,783,457	565,122	1,218,336	662,775	(1,120,682)	269.09%	1,276,075
Other Funds - NET REVENUE/(EXPENDITURES)	(1,396,261)	(1,392,366)	(3,894)	(12,083,504)	(12,251,540)	168,036	(4,736,512)	7,346,992	255.11%	(8,419,532)
Total NET REVENUE/(EXPENDITURES)	(651,926)	(1,568,764)	916,839	515,619	(2,837,198)	3,352,816	0	(515,619)		1,927,409

Foothills Park & Recreation District as of July 31, 2023

	Operating Revenue			Operating Expenditures			Net Operating Revenue (Loss)		
	Actual	Budget	Variance Fav/(Unfav)	Actual	Budget	Variance Fav/(Unfav)	Actual	Budget	Variance Fav/(Unfav)
Administration									
Executive Director	10,573	10,000	573	429,469	559,755	130,286	(418,896)	(549,755)	130,859
Marketing	11,600	8,100	3,500	231,183	221,010	(10,173)	(219,583)	(212,910)	(6,673)
Finance	4,777		4,777	373,128	357,580	(15,548)	(368,351)	(357,580)	(10,771)
Human Resources	8		8	136,941	153,594	16,653	(136,933)	(153,594)	16,661
Information Technology	75		75	233,448	234,140	692	(233,373)	(234,140)	767
Total Adminstration	27,033	18,100	8,933	1,404,169	1,526,079	121,910	(1,377,136)	(1,507,979)	130,843
Parks									
Parks Administration	2,500		2,500	266,406	264,594	(1,812)	(263,906)	(264,594)	688
Fleet Maintenance	335		335	321,292	346,073	24,781	(320,957)	(346,073)	25,116
Urban Parks	2,035	4,597	(2,562)	984,008	1,154,573	170,565	(981,973)	(1,149,976)	168,003
Regional Parks	2,165	14,172	(12,007)	579,694	607,489	27,795	(577,529)	(593,317)	15,788
Kipling Villas				88,515	131,869	43,354	(88,515)	(131,869)	43,354
Park Rangers Urban and Regional				35,561	34,354	(1,207)	(35,561)	(34,354)	(1,207)
Clement Park	92,800	76,545	16,255	553,535	571,993	18,458	(460,735)	(495,448)	34,713
Total Parks	99,835	95,314	4,521	2,829,011	3,110,945	281,934	(2,729,176)	(3,015,631)	286,455
Leisure Service									
LS Adminstration				280,717	284,861	4,144	(280,717)	(284,861)	4,144
Esports	5,132	16,911	(11,779)	21,875	30,810	8,935	(16,743)	(13,899)	(2,844)
Lilley Gulch Rec Center	83,868	75,188	8,680	214,379	220,058	5,679	(130,511)	(144,870)	14,359
Peak Wellness Center	163,068	147,766	15,302	224,412	224,932	520	(61,344)	(77,166)	15,822
Ridge Rec Center	316,282	283,445	32,837	351,347	335,399	(15,948)	(35,065)	(51,954)	16,889
Climbing Wall	3,204	3,250	(46)	4,929	7,259	2,330	(1,725)	(4,009)	2,284
Total Facility Operations	571,554	526,560	44,994	816,942	818,458	1,516	(245,388)	(291,898)	46,510
Facility Maintenance	818		818	276,322	313,474	37,152	(275,504)	(313,474)	37,970
Fitness Programs	352,922	300,239	52,683	244,982	307,089	62,107	107,940	(6,850)	114,790
Cultural Arts	198,860	226,382	(27,522)	230,186	203,649	(26,537)	(31,326)	22,733	(54,059)
Active Adult Programs	15,710	12,843	2,867	19,138	38,638	19,500	(3,428)	(25,795)	22,367
Total Arts & Events	214,570	239,225	(24,655)	249,324	242,287	(7,037)	(34,754)	(3,062)	(31,692)
Children's Program Administratio	95,888	95,415	473	938,773	1,005,771	66,998	(842,885)	(910,356)	67,471
Children's Program Teen Program							-	-	-
Children's Program Preschool, AL	292,320	349,415	(57,095)	223,991	212,806	(11,185)	68,329	136,609	(68,280)
Children's Program B&A	668,760	756,989	(88,229)	186,304	220,100	33,796	482,456	536,889	(54,433)
Children's Program Camp	901,463	1,102,852	(201,389)	402,947	519,118	116,171	498,516	583,734	(85,218)
Total Children's Programs	1,958,431	2,304,671	(346,240)	1,752,015	1,957,795	205,780	206,416	346,876	(140,460)
Aquatics Administration	775		775	220,960	238,246	17,286	(220,185)	(238,246)	18,061
Deer Creek Pool	80,342	71,923	8,419	152,921	125,765	(27,156)	(72,579)	(53,842)	(18,737)
Columbine West Pool	3,413	77,693	(74,280)	26,760	139,561	112,801	(23,347)	(61,868)	38,521
Sixth Avenue West Pool	266	97,074	(96,808)	19,489	146,589	127,100	(19,223)	(49,515)	30,292
Lilley Gulch Pool	47,527	43,887	3,640	85,312	97,875	12,563	(37,785)	(53,988)	16,203
Ridge Pool	486,445	400,642	85,803	682,087	635,301	(46,786)	(195,642)	(234,659)	39,017
Weaver Hollow Pool	93,969	87,856	6,113	138,467	122,356	(16,111)	(44,498)	(34,500)	(9,998)
Total Aquatics	712,737	779,075	(66,338)	1,325,996	1,505,693	179,697	(613,259)	(726,618)	113,359
Edge	1,455,944	1,414,850	41,094	1,198,414	1,137,618	(60,796)	257,530	277,232	(19,702)
District Athletics Adult Sports	361,698	500,329	(138,631)	152,164	166,268	14,104	209,534	334,061	(124,527)
District Athletics Concessions/Mi	25,536	28,229	(2,693)	1,537	1,435	(102)	23,999	26,794	(2,795)
Schaefer Batting Cage	18,646	32,690	(14,044)	22,986	25,258	2,272	(4,340)	7,432	(11,772)
District Athletics Administration	41,422	38,138	3,284	100,661	101,771	1,110	(59,239)	(63,633)	4,394
Clement Park Batting Cage				(151)		151	151	-	151
Clement Park Concessions	2,539	6,100	(3,561)	1,859	1,610	(249)	680	4,490	(3,810)
Clement Splash Park	14,605	12,095	2,510	13,341	12,477	(864)	1,264	(382)	1,646
Youth & Middle School Sports	384,078	318,071	66,007	191,321	202,735	11,414	192,757	115,336	77,421
Gymnastics	234,360	253,047	(18,687)	146,747	141,088	(5,659)	87,613	111,959	(24,346)
Sports Specialty Programming	155,156	137,210	17,946	193,490	190,079	(3,411)	(38,334)	(52,869)	14,535
Racket Sports	38,752	54,005	(15,253)	19,353	37,443	18,090	19,399	16,562	2,837
Total District Athletics	1,276,792	1,379,914	(103,122)	843,308	880,164	36,856	433,484	499,750	(66,266)
Foothills Fieldhouse	303,565	266,261	37,304	201,017	185,902	(15,115)	102,548	80,359	22,189
Foothills Sports Arena	314,221	281,543	32,678	200,666	213,760	13,094	113,555	67,783	45,772
Total Indoor Athletics	617,786	547,804	69,982	401,683	399,662	(2,021)	216,103	148,142	67,961
Total Leisure Service	7,161,554	7,492,338	(330,784)	7,389,703	7,847,101	457,398	(228,149)	(354,763)	126,614
Golf									
Foothills Golf Course	2,610,821	1,865,554	745,267	1,337,785	1,441,423	103,638	1,273,036	424,131	848,905
Meadows Golf Course	1,829,611	1,374,075	455,536	1,319,190	1,232,584	(86,606)	510,421	141,491	368,930
Total Golf	4,440,432	3,239,629	1,200,803	2,656,975	2,674,007	17,032	1,783,457	565,622	1,217,835
Other Funds (Golf Developme	196,583	217,818	(21,235)	72,668	106,348	33,680	123,915	111,470	12,445
Total District	11,925,437	11,063,199	862,238	14,352,526	15,264,480	911,954	(2,427,089)	(4,201,281)	1,774,192

FOOTHILLS PARK & RECREATION DISTRICT

Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: August 22, 2023
TO: Foothills Board of Directors
FROM: Dennis Weiner, Director of Finance and Administrative Services
SUBJECT: CYBER RISK ASSESSMENT UPDATE

In 2022, the District's IT department worked with Net Diligence to complete an external Cyber Risk Assessment. The idea behind this assessment was to gain an understanding from an outside perspective on what changes should be made to protect our digital assets from cyber threats. This opportunity was provided to us via a scholarship from the Colorado Special District Property and Liability Insurance Pool and was recommended by the pool as a method for increasing certain limits for our insurance coverage for cyber related incidents.

The CSD Pool has asked us to highlight to the Board our current Personally Identifiable Information (PII) exposure, Net Diligence recommendations that we have implemented, and Net Diligence recommendations that we plan to implement within the next 12 months.

Preston Malcolm, from the District's IT department, will attend the board meeting to present a summary of the District's plan to address recommendations contained in the assessment. The full report will be provided to the Board as a printed handout.

FOOTHILLS PARK & RECREATION DISTRICT

Creating Community, Enhancing Health, Inspiring Play since 1959

DATE: August 22, 2023

MEMO TO: Foothills Board of Directors

FROM: Ronald Hopp, Executive Director

SUBJECT: Capital Projects Report through July 31, 2023

Parks, Planning and Construction

2022 Mill Levy Improvement Projects

Budget: \$2,550,019

Funding: \$2,550,019 – 2022 Mill Levy, SB 35, Capital Funds

Expenses to Date: \$335,008

Budget Remaining: \$ 2,215,011

Scheduled Completion: Spring of 2024

Lakehurst Park (Moved to 2022 Mill Levy Park Projects)

- Construction Plans 100% complete
- Application for Grading Permit into County
- Playground is ordered

West Laurel Park

- Project awarded to SaBell's Civil and Landscape

Jim Hoida Memorial Park

- Project awarded to SaBell's Civil and Landscape

Willow Creek Park

- Project awarded to SaBell's Civil and Landscape

Westbury Park

- Project awarded to SaBell's Civil and Landscape
- Under contract for new playground installation

Columbine West Park

- Included in Columbine West Pool Project
- Concrete poured for park walk and shelter pad

Lakehurst West Park

- Concept plans for playground survey completed
- Community selected playground
- Project into County for permits process

Easton Regional Park

Budget: \$1,150,000

Expenses to Date: \$167,753

Budget Remaining: \$982,247

Scheduled Completion 2024

- Additional Pump installed at Hine Lake completed
- Plans at 75% completion in staff review
- County permit process started

Dutch Creek Trail Extension

Overall Budget: \$3,721,224

Funding: \$1,860,612 – District Capital Budget/\$1,860,612 Jeffco Trails Grant

Expenses to Date: \$250,564

Budget Remaining \$3,470,659

Phase 1 Design Completion: March 2022

- Jefferson County constructing Simms crossing completed
- Met with Fairway Vistas HOA for grading approval.
- Met with Jefferson County to determine permitting requirements
- Construction plans back from Jefferson County. Architerra reviewing and addressing comments

Eagle Meadows Playground

Budget: \$175,000

Expenses to Date: \$0

Budget Remaining: \$175,000

Completion: Fall 2023 (Community Build)

- Playground equipment on order
- Community build in September

Recreation

Ice Resurfacer for Edge

Budget: \$155,000

Funding: District Capital Project Budget

Expenses to Date: \$140,355.65

Budget Remaining: \$14,644.35

Scheduled Completion: Completed

- The 2nd Ice Resurfacer has been identified as and approved as part of our 2022 Capital Budget. A quote of \$142,584.60 was received from Zamboni for the replacement of the 2nd Zamboni for the Edge Ice Arena. This quote includes the trade-in of the existing ice resurfacer.
- We accepted delivery of the Ice Resurfacer on March 6. It has been commissioned and is currently in use. The Colorado 14ers are paying \$2,000 in advertising money to have the Zamboni wrapped with their logo. We are waiting on communication from Zamboni on two additional parts that were promised and not delivered and are holding payment until this has been resolved.

Lilley Gulch Daycare Playground Project

Budget: \$50,000

Funding: District Capital Project Budget

Expenses to Date: \$0

Budget Remaining: \$50,000

Scheduled Completion: 2023

- Meeting with the planning department and are in the design phase

Outdoor Pool Reconstruction

Columbine and 6th West Pool Combined Estimate: \$14,931,748.00

Funding: District Capital Project Budget

Expenses to Date: \$ 10,152,935

Budget Remaining: \$ 4,778,813

Scheduled Completion: Fall 2023

- Roof topping off milestones: Columbine West Pool – March 14 and 6th Avenue West – April 18
- Slab over grade pour for new addition pool at Columbine West Pools
- Interior masonry at both sites
- Pool equipment and pumps beginning to be set at Columbine West
- Pool addition at 6th Avenue West excavated
- Additional weather delay days added for rains creating muddy conditions
- Columbine West and 6th Avenue building finishes in process
- New pool addition at 6th concrete pour delayed due to weather
- Pool equipment and pumps being set at both locations
- Siding installed for lifeguard building at Columbine West
- Waiting for sites to dry out to grade pool deck and install trench drains

Golf

New Foothills Golf Course Clubhouse

Budget: Estimation \$17,000,000 - \$19,000,000

Funding: District Capital Project Budget

Scheduled Completion: October of 2023

Vendors:

- Johnson, Nathan, Strohe (JNS) Architect
 - Provides Architectural and Interior Design services for the Foothills Golf Course Clubhouse project
 - Design Fees \$449,333
- Adolphson & Peterson (A&P) Contract Manager / General Contractor (CM/GC)
 - Serves as advisor to the District during the preconstruction phase, and will fill the role as the General Contractor once the design is finalized
 - Fees - .25% of construction cost
- Todd Goulding / Goulding Development Advisors – Owners Representative

- Will assist the District in managing the budget/overall cost of the project
- Fees - estimated at \$118,400

Project Update:

- Weekly project meetings are held with District staff, (Ronald Hopp, Dennis Weiner, Tom Woodard, Derek Eberhardt, and Randy Meyers) JNS, A&P and Todd Goulding
 - The District received, reviewed, and approved the Design Development drawings
 - Planning and Zoning review is complete
 - The driving range bathroom building renovation is complete
 - The temporary clubhouse doublewide trailer was delivered May 18th
 - All golf operations are conducted out of the temporary clubhouse
 - The abatement process of the existing clubhouse is complete
 - The GMP was submitted and approved by the Foothills Board of Directors on June 28th
 - VE process is ongoing
 - Xcel removed the transformer
 - Demolition of the old clubhouse is complete
 - Grading Permit has been approved
 - Building Permit has been approved
 - Xcel has removed the switchbox from old clubhouse site and new switch cabinet has been installed in the parking lot area
 - Construction started in early January of 2023
 - Drilling for caissons is complete
 - Grade Beams and Pier Caps are complete
 - Form and pour lower level foundation walls completed
 - Structural steel has begun
 - Underground electrical and plumbing for building complete and inspected.
 - Lower level slab on grade prepped and ready for concrete 5/18
 - Grading and underground electrical complete for the overflow parking lot is underway 5-18
 - Expectation to pave overflow parking lot 3rd week of June
 - 2nd level decking began 6-5
 - Structural steel and decking 95% complete
 - Cast in place slab on deck MEP 95% complete
 - Tracking to complete structural steel and metal deck for main level 6/16
 - First pour for main level slab on deck to begin week of 6/19
 - Overflow parking lot completed and open June 30th
 - Water loop tracking began July 19 (Denver Water) Cutting of asphalt with the plan of digging and replacing water line to be completed in the 1st week of August.
 - Majority of perimeter drain complete and backfilled as of 7-19

- Main floor structure going in at this time 7-19
- 50% complete on rough-in on cart barn or lower level 7-19
- Start of steel stud framing on the last week of July in the lower level
- New Clubhouse is scheduled for completion in Mid-January 2024

Additional Golf Projects

- Entrance Fence – Foothills Golf Course \$30,000
 - Old fence removed and new post installation began week of 5/15
- Retaining wall for Ex9 lake – Foothills Golf Course \$90,000
 - Pending as of May 15, 2023.
- Rebuild 6,000sqft. Putting green – Meadows Golf Course \$107,000
 - Pending as of May 15, 2023.

Special Projects

1. Financial Information:
 - Budget: \$7,980,073
 - Funding: \$5,984,983 – COP, \$1,995,090 – 2020 Capital Budget
 - Expenses to Date: \$7,287,038.34
 - Budget Remaining: \$693,034.66
 - Scheduled Completion: Construction complete, AEM/M&V continuing through December 2024
2. Safety
 - a. No open items
3. Key Dates/Schedule
 - a. Lighting:
 - i. Additional safety chains and chain crimps were added to the Foothills Sports Arena fixtures on 8/10.
 - b. Mechanical:
 - i. Lilley Gulch RTU-1 repairs were complete 8/12.
 - c. Controls Optimization & Continuous Commissioning:
 - i. The Optimization and M&V Kick Off meeting occurred 7/20 at 10AM.
 - ii. McKinstry is assisting with optimizing the Edge Ice Arena heat exchange system. McKinstry made several site visits over the last month and is working on some final tweaks to the system.
4. Submittals
 - a. No submittals were provided in the last month.
5. Mechanical
 - a. Lilley Gulch AHU pumps were tightened under warranty.
 - b. We are waiting for the spare bearings and shafts to arrive for the RRC RTUs.
 - c. We are tracking the temporary motor frame for RTU-4 to be replaced with a permanent motor frame.
6. Future Milestone Project Activities
 - a. August: Close Out Items