



TOWN BOARD REGULAR MEETING AGENDA

Location: Hybrid
South Metro Fire Protection District Station #42
7320 South Parker Road

Or

[Meetings | Town of Foxfield \(colorado.gov\)](https://www.colorado.gov/townoffoxfield/meetings)

Thursday, September 4, 2025: 6:30 p.m.

Call to Order

1. Pledge of Allegiance
2. Roll Call of Board Members
3. Audience Participation Period (limit 4 minutes per speaker)
4. Consent Agenda
 - a. Approval of Minutes – August 7, 2025
5. For Discussion
 - a. Ordinance 2025-01 Amending Chapter 7 of the Town of Foxfield Municipal Code Prohibiting the Advertisement of Short-Term Rentals in the Town – FIRST READING
6. For Possible Action
 - a. Approval of an Intergovernmental Agreement for the Easter Trail Study
7. Reports
 - a. Members of Town Board
 - b. Staff

8. Future Agenda Items

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

9. Adjournment

TRAINING: Microsoft Office upgrade



BOARD OF TRUSTEES MEETING MINUTES

August 7, 2025

Call to Order

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

1. Pledge of Allegiance

2. Roll Call

The following Trustees were present in person: Pro-Tem Mayor Thompson, Trustee Cockrell, Trustee Hodge, Trustee Lawrence, Trustee Pakanati, and Trustee Schultz.

A quorum was present.

3. Audience Participation

None

4. Consent Agenda

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

5. For Possible Action

a. SEH 2025 Traffic Calming Supplemental Agreement

Ms. Proctor mentioned that the questions from the last meeting were addressed in the memo and the proposed changes have been added to the agreement. Erica from SEH was available to answer questions. Discussion included speed mitigation options, sample images, scope of work and deliverables. Erica informed the board that during the first review, SEH will be able to recommend the best speed mitigation options at different locations and that these would likely not be evenly placed as she understands the nature of the driveways in town. This will be presented to the Trustees in a construction plan. Trustee Cockrell moved to approve the 2025 Supplemental Letter Agreement for the 2025 Traffic Calming Recommendations and Design amended to add a map to the deliverable, seconded by Trustee Hodge. Passes unanimously.

Ms. Proctor asked Trustees if there were other questions for Erica. Erica mentioned there are no requests for additional utilities, the last holes in the roadway in Town are getting fixed, and that CDOT is working on the Parker and Arapahoe sidewalk. Erica said that the crack seal will be done in September to

allow the weather to cool down. Vance will coordinate so the bump can be addressed at the same time. Monica said she will be sending out culvert letters this month. The Board discussed the SEH data, timeline for sending letters out, when those will be inspected, and who will inspect them. Trustee Thompson asked about flood plain letters. Trustee Schultz said letters were sent out. Erica said that this is a slow process now with FEMA. Erica will follow up Mile High Flood District regarding their maintenance schedule for the micro pond.

6. For Discussion

a. Home Rule

Ms. Proctor said that she wanted to show the board the information CML has provided regarding Home Rule that we will be put on the website for residents. She informed board that Mr. Kevin Bommer will attend the October 16th meeting and mentioned that the board should be prepared for questions that may come. Trustees' discussion included changing the proposed date, the process of selecting people for the charter, home rule questions, time frames, and county questions. Trustees agreed to put this information on the website. Ms. Proctor mentioned she would return to the Trustees with a different date.

7. Reports

a. Members of Town Board

- i. Trustee asked about permit fees. Discussion included permit fees, valuations, and a recommendation for Safebuilt to do a site visit. Trustee Lawrence asked if in the past anyone had asked for a variance on the STR in the past. Trustee Thompson said that variances have been presented for other things, but not for a STR. Trustee Cockrell said the answer has consistently been no on STR's.
- ii. Trustee Pakanati asked what the stance is on dead trees. Trustees discussed immediate removal, criteria, code enforcement's action on different properties, and action to take. Trustee Pakanati said that he would send staff more road work items.
- iii. Trustee Schultz asked for an update on the motorcycles and the gates. Discussion included last sightings of motorcycles, cameras, and no resident updates. Trustee Schultz mentioned there was a fire truck at the gates and the gate was not opening. Discussion followed regarding the strobe sensor, breaking the gate arm, and the keypad at Richfield. Ms. Proctor said that she would follow up with the fire department.
- iv. Trustee Hodge brought up concerns on Fire Mitigation. Discussion included how this can be addressed, neighbors' negligence, education, and responsibility of the town. Ms. Torres mentioned she would forward the email that she received from South Metro Fire at the beginning of the year with their suggestions.
- v. Trustee Thompson provided an airport update stating that JSX will be operating out of centennial airport with charter planes. Discussion included JSX company, proposed services, scheduled charter planes, noise, and electric airplane information.

- vi. Trustee Cockrell updated the board on the Easter Trail project. She explained the current process, the funding, and the problems this project is facing. Trustee Cockrell asked about the match amount communicated to the county from the town and clarified what amount that should be. Trustees discussed recommendations they would like to suggest to the engineer. The engineers also wanted more information on public engagement. Trustees agreed that there should be a town meeting with engineers and invite the full community that would be impacted. Trustee Cockrell said that she would provide an update at the next meeting.

b. Staff

i. Town Administrator Proctor

- 1. Ms. Proctor informed the Trustees that they can share the court date and that other lawsuits were being explored on the STR case.

ii. Town Clerk Torres

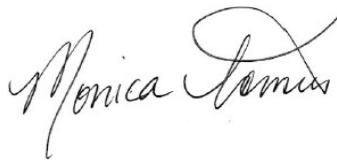
- 1. Ms. Torres provided the board with an update on the LUC.

8. Future Agenda Items

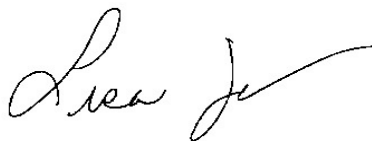
- a. Tunnel, sidewalk repairs
- b. MHFD public outreach
- c. Culvert Clean-up
- d. Land Use Code Final Draft
- e. Speed Mitigation
- f. Ward discussion
- g. Home Rule
- h. Social Committee

9. Adjournment

Mayor Jones adjourned the meeting at 8:23 pm.



Monica Torres, Town Clerk



Lisa Jones, Town Mayor



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Monica Torres, Town Clerk

DATE: September 4th, 2025

RE: Ordinance 2025-01 A Bill for an Ordinance Amending Chapter 7 of the Town of Foxfield Municipal Code Prohibiting the Advertisement of Short-Term Rentals in the Town – FIRST READING

DISCUSSION:

Attached for discussion is Ordinance 2025-01. This ordinance amends article 6 of Chapter 7 of the Foxfield Municipal Code to add Sec 7-6-10 titled "Short Term Rental Advertising" to authorize the Town to prohibit the advertisement of short-term rentals in Foxfield. Town Attorney Hoffmann has advised that adding this section to the Foxfield municipal code will aid in any future STR homes that may arise, as AirBnb and VRBO have stated that with this section in our code, they will be able to remove listings at the request of the Town.

RECOMMENDED MOTION:

No recommended motion at this time as this is the first reading.

ATTACHMENT:

Exhibit A: Ordinance 2025-01

Trustee Bill No. 2025-01
Series of 2025
Town of Foxfield

Introduced by Trustee

**A BILL FOR AN ORDINANCE AMENDING CHAPTER 7 OF THE TOWN OF
FOXFIELD MUNICIPAL CODE PROHIBITING THE ADVERTISEMENT OF
SHORT-TERM RENTALS IN THE TOWN**

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

Section 1. The Town of Foxfield Municipal Code is amended by the addition thereto of a new Article 6 to Chapter 7 to read as follows:

ARTICLE 6

Short Term Rental Advertising

Sec. 7-6-10. Short Term Rental Advertising.

Consistent with Section 16-2-50(b)(4) of this Foxfield Municipal Code, a vacation rental service shall remove any listing for a short-term rental property in the Town from its platform after notification by the Town. The vacation rental service shall remove the listing within seven (7) days of receiving notification from the Town. For purposes of this Section 7-6-10, a *vacation rental service* is defined as a person or entity that operates a website or any other digital platform that provides a means through which an owner or owner's agent may offer a property, or portion thereof, for short-term rentals, and from which the person financially benefits.

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

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

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

Adopted as Ordinance No. 2025-01 Series of 2025, by the Board of Trustees of Foxfield, Colorado, and signed and approved by its Mayor or presiding officers this ____ day of _____, 2025.

Lisa Jones, Mayor

ATTEST:

Monica Torres, Town Clerk

Town Seal

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



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Joise Cockrell, Trustee
Karen Proctor, Town Administrator

DATE: September 4, 2025

RE: Intergovernmental Agreement for the Easter Trail Study

DISCUSSION:

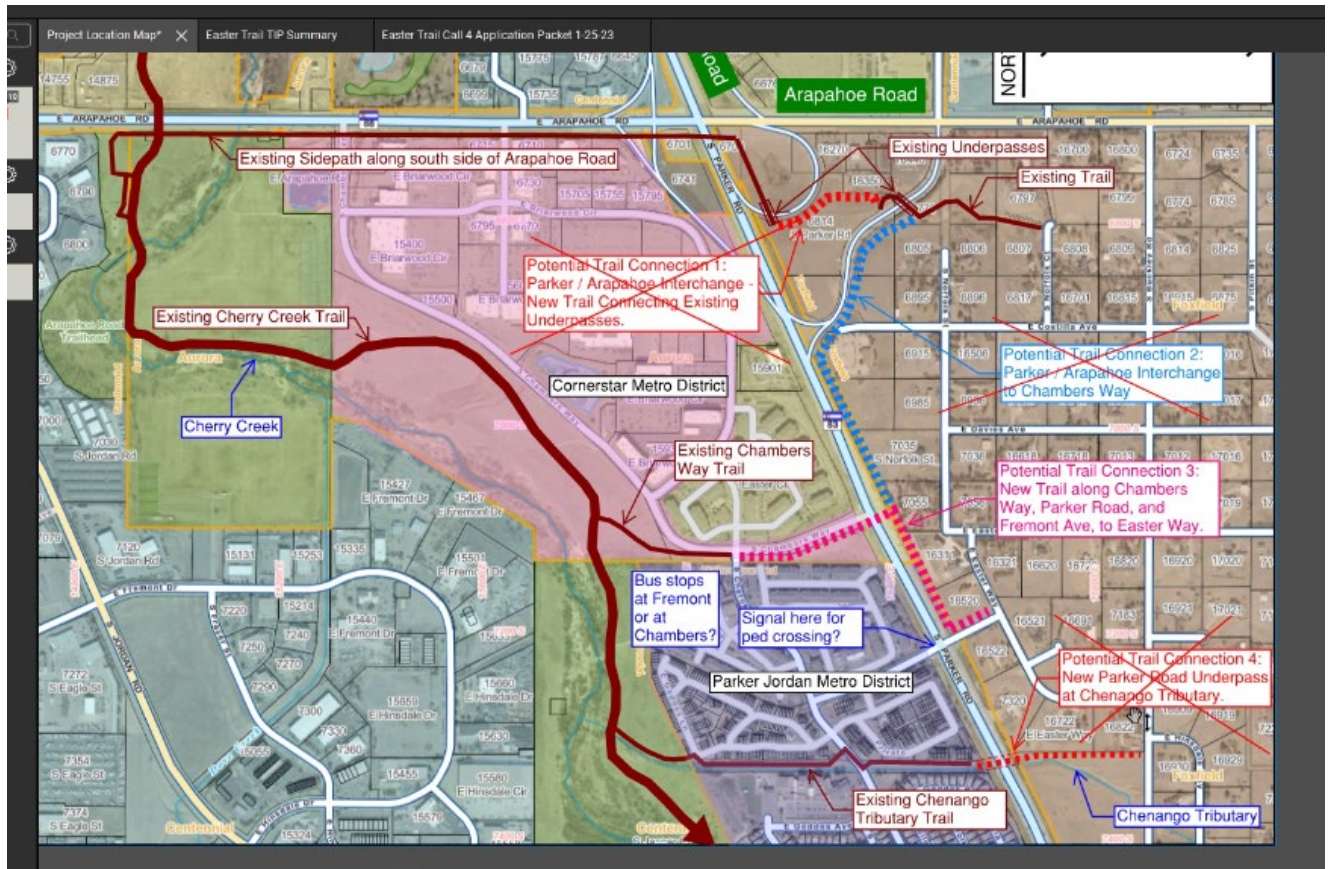
Trustee Josie Cockrell met with Steven Buckley, CIP Engineer for the Arapahoe County Department of Public Works and Development, on August 14, 2025, to discuss the Easter Trail Study Scope Development. The RFP will be released in September 2025 to 6 prequalified engineering consultants. Funding for this study becomes available on October 1, 2025, for the 2026 fiscal year.

The following topics were discussed:

1. IGA amendments
2. Alternatives to be included in the study
3. Scope of public engagement

IGA Amendments:

The Town's Attorney, Corey Hoffmann, had some concerns and clarifying questions after reading the draft IGA. Trustee Cockrell provided a brief summary of the comments during the meeting and forwarded Attorney Hoffmann's comments to Steven Buckley. Corey's concerns were addressed and he has approved the final IGA draft that is attached for approval.



Alternatives:

Mr. Buckley shared a map of some options that the Open Spaces staff had informally brainstormed as possibilities to explore in the study. Trustee Cockrell shared information from past Board discussions explaining why the Town is not interested in pursuing some of those options at this time and requested to add the alternative “Signal for Pedestrian Crossing at Fremont” to the study.

Mr. Buckley later noted that both Trail Connection #1 (connecting the tunnels near Arapahoe Rd & Parker Rd intersection) and Trail Connection #4 (Parker Rd underpass) appear in the Foxfield Trail Plan from 2014.

Scope of Public Engagement:

Per the Board’s direction at the Aug. 7, 2025, meeting, Trustee Cockrell conveyed that the Board would like the consultant to hold one Town Hall meeting, to include both residents from the Town of Foxfield and residents of the community on the west side of Parker Rd. Trustee Cockrell recommended using one of the local schools as the venue.

Mr. Buckley suggested expanding Public Engagement to include the following: 1) the Town Hall will take place earlier in the schedule to present preliminary ideas but mostly serve as a listening session, 2) the consultant will have a check in touchpoint with the Foxfield Board of

Trustees before the Town Hall and 3) the consultant will make a final presentation to the Board at the conclusion of the study. The consultant will meet with CDOT prior to the Town Hall meeting to discuss the Ped Signal alternative and determine if inclusion in the study is warranted.

Attached as Exhibit A, for the Boards approval, is the Intergovernmental Agreement for the Easter Trail Study. The agreement states that the Town of Foxfield will be responsible for \$7,500 of the estimated project cost. This amount was included in the 2025 approved budget.

SUGGESTED MOTION:

"I move to approve Intergovernmental Agreement for the Easter Trail Study"

ATTACHMENT:

Exhibit A – Intergovernmental Agreement for the Easter Trail Study

INTERGOVERNMENTAL AGREEMENT FOR THE EASTER TRAIL STUDY

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into _____, 2025 (“**Effective Date**”), by and among the TOWN OF FOXFIELD, a municipality and political subdivision of the State of Colorado (“**Foxfield**”), and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a body corporate and political subdivision of the State of Colorado (“**Arapahoe**”), collectively the “Parties” and individually a “Party.”

RECITALS

- A. The Parties, as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, § 18, and C.R.S. § 29-1-201, *et seq.*, to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government.
- B. In cooperation with Foxfield, in 2023 Arapahoe applied for federal Transportation Improvement Program (“**TIP**”) funding provided through the Denver Regional Council of Governments to support a study of the proposed Easter Trail from the intersection of Parker Road and Fremont Avenue (the western boundary of Foxfield) to the Cherry Creek Trail in Arapahoe County (“**Project**”). The proposed trail was identified by Foxfield in an effort to improve safety and regional connectivity for bicyclists and pedestrians. Arapahoe received \$160,000 in TIP funding to complete the Project.
- C. The Parties enter into this Agreement to set forth their mutual understanding and agreement regarding completion of the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

AGREEMENT

- 1. RECITALS. The recitals above are incorporated as though fully set forth in this Agreement.
- 2. PROJECT.
 - A. Scope. The Project will evaluate trail feasibility; identify a preferred alignment; evaluate potential right-of-way, utility, and environmental impacts; and complete a conceptual design and cost estimate for the proposed Easter Trail.
 - B. Project Implementation. The Parties understand and agree that Arapahoe, in coordination with Foxfield, and any and all other applicable entities as necessary, shall be

primarily responsible for Project management and administration. The Parties shall meet and confer in good faith as frequently as is reasonably necessary in order to cooperatively and collaboratively complete the Project.

C. Completion of Project. All Parties will use reasonable efforts to complete the Project as described in this Agreement within two years of the Effective Date. Nothing in this Agreement in any way obligates the Parties to contribute to or complete the Project beyond the extent of the Project as described in this Agreement.

D. Communication. Arapahoe shall keep accurate records of the progress of the Project and shall provide status reports to Foxfield on a regular basis (at a minimum, quarterly), including progress updates, notice of any material problems related to the Project, and a record of expenses and payments made to any contractors. Status reports shall include updates to the expended costs of the Project and the remaining costs projected to be expended through Project completion; they also shall note any variances from the estimated costs of the Project as well as any adjustments to the schedule for Project completion.

3. FUNDING.

A. Project Cost. As of the Effective Date, the total cost of the Project is estimated to be \$200,000 (“**Estimated Project Cost**”). Arapahoe will receive \$160,000 in TIP funding, Foxfield will be responsible for \$7,500 of the local match, and Arapahoe will be responsible for \$32,500 of the local match.

B. Payment. Subject to section 4 of this Agreement, Foxfield agrees to transfer \$7,500 to Arapahoe by December 31, 2025, for the express limited purpose of funding a portion of the local match for the Project.

C. Accounting. Arapahoe shall maintain or cause to be maintained full and complete records of actual Project costs incurred and funds committed and expended by Arapahoe for actual Project costs in accordance with generally accepted accounting principles.

D. Cost Overruns and Underruns.

(i) If Arapahoe becomes aware that Project costs may exceed the Estimated Project Cost, Arapahoe will provide Foxfield with written notice as soon as is reasonably possible.

(ii) Subject to section 4 of this Agreement, in the event the actual Project costs exceed the Estimated Project Cost, Foxfield shall be responsible for the cost overruns in order to fund the total costs of the Project. Arapahoe agrees not to enter into any change orders with the Project contractor that cause the actual Project cost to exceed the Estimated Project Cost without Foxfield’s written consent, which shall not be unreasonably delayed or withheld.

(iii) In the event the actual Project costs are less than the Estimated Project Cost upon final completion of the Project, Foxfield will be entitled to a refund of its proportionate share of the local match based on the difference between the total actual Project

costs and the Estimated Project Cost (“**Project Savings**”). Within 60 days of final completion of the Project, Arapahoe shall transfer to Foxfield its share of the Project Savings, as applicable.

4. APPROPRIATIONS. It is expressly understood and agreed that any and all financial obligations described under this Agreement are subject to annual appropriations and do not establish debts or other multi-fiscal year obligations.

5. BREACH AND ENFORCEMENT. It is specifically understood that, by executing this Agreement, subject to section 4 of this Agreement, each Party commits itself to perform pursuant to the terms and conditions contained in this Agreement and that the failure of any Party to fulfill any obligation set forth in this Agreement shall constitute a breach of this Agreement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws of the State of Colorado.

6. TERM OF AGREEMENT AND TERMINATION.

A. Term. This Agreement shall be effective as of the Effective Date and shall terminate upon the earlier of: (1) completion and closeout of the Project including all applicable warranty periods, final accounting of the Project costs being provided by Arapahoe to Foxfield, and payment of any Project Savings; or (2) termination for default pursuant to this section.

B. Default. Each Party shall have the right to terminate this Agreement after 60 days’ written notice to the other Party in the event of a material default that is not cured. However, termination shall not be effective if the defaulting Party has taken reasonable actions to cure the breach before the effective date of the termination and pursued such actions diligently to a successful completion within 60 days from inception of the actions. If such actions are not successful within such period, the non-defaulting Party shall have the right to terminate this Agreement upon written notice to the defaulting Party.

C. Funds. In the event of termination of this Agreement for any reason, Arapahoe shall settle all accounts related to the Project and shall invoice Foxfield for any work completed prior to termination for which Foxfield has not paid its respective share. Subject to section 3(D) of this Agreement, Arapahoe shall remit to Foxfield any portion of Foxfield’s contribution that has not been applied to the Project, as well as Foxfield’s pro rata share of any monies recovered from or refunded by any Project contractors, as applicable.

7. MISCELLANEOUS.

A. Assignment. None of the Parties may assign this Agreement or parts of this Agreement or any rights under this Agreement without the express written consent of the other Party. Any attempt to assign this Agreement in the absence of such written consent shall be null and void.

B. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or

constitute partners, joint venture participants, or agents of the others. Any actions taken by a Party pursuant to this Agreement shall be deemed actions as an independent contractor of the other Party.

C. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person or entity other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.

D. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties or their respective elected officials, directors, officers, agents, and employees pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

E. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party by another Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed, or when received by email to:

If to Arapahoe:

Director, Public Works & Development
Arapahoe County Lima Plaza
6924 S. Lima Street
Centennial, CO 80112
bweimer@arapahoegov.com

With copy to:

Open Spaces
Arapahoe County Lima Plaza
6934 S. Lima Street, Suite A
Centennial, CO 80112
askopenspaces@arapahoegov.com

With copy to:

County Attorney
Arapahoe County Administration Building
5334 S. Prince Street
Littleton, CO 80120
attorney@arapahoegov.com

If to Foxfield:

Any Party may change its address for the purpose of this section by giving written notice of such change to the other Party in the manner provided in this section.

F. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

G. Controlling Law and Venue. This Agreement will be construed and enforced in accordance with applicable federal law and the laws of the State of Colorado. In the event of any dispute under this Agreement, the exclusive venue for dispute resolution or any legal action relating to this Agreement will be in the District Court for and in Arapahoe County.

H. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default under this Agreement.

I. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.

J. Entire Contract. This Agreement constitutes the entire agreement among the Parties with regard to the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to the Project are of no force and effect.

K. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement by the Parties.

L. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

M. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related to this Agreement, with such scanned and electronic signatures having the same legal effect as original signatures.

Signature page follows

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize its representative to execute this Agreement.

TOWN OF FOXFIELD

By: _____

Title: _____

Attest: _____

Title: _____

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE

By: _____

Margina Pingnot, Open Spaces Director,
on behalf of the Board of County Commissioners
pursuant to Resolution No. 25-078

Date: _____