



**TOWN BOARD AGENDA
REGULAR MEETING**

(All items listed for discussion and possible action)

Hybrid Meeting

South Metro Fire Protection District Station #42
7320 South Parker Road

**Thursday, February 2, 2023
6:30 p.m.**

1. Call to Order
2. Roll Call of Board Members
3. Audience Participation Period (limit 4 minutes per speaker)
4. Consent Agenda
 - a. Approval of Minutes – January 19, 2023
5. Public Hearing
 - a. Final Reading: Ordinance 2023-01 Amending the Foxfield Municipal Code to Prohibit Short Term Rentals
6. For Possible Action
 - a. Ordinance 2023-01 Amending the Foxfield Municipal Code to Prohibit Short Term Rentals
 - b. Resolution 2023-04 Approving the Second Replacement Intergovernmental Agreement with the Town of Parker
7. For Discussion
 - a. Plan of Action for Emergency Notifications
8. Reports
 - a. Correspondence
 - b. Mayor
 - c. Members of Town Board
 - d. Staff
9. Future Agenda Items
10. Adjournment



MINUTES

BOARD OF TRUSTEES MEETING

January 19, 2023

Call to Order/Roll Call

- The virtual meeting was called to order at 6:30 p.m. via Microsoft Teams.
- Roll Call
 - The following Trustees were present in person: Trustee Thompson, Trustee Cockrell, and Trustee Schultz.
 - The following Trustees were present via Microsoft Teams: Mayor Jones, Trustee Farreau, and Trustee Goddard. Trustee Herold was not present for roll call, but he joined via phone at 6:32 p.m.
 - A quorum was present.

Audience Participation

- None

Consent Agenda

- Mayor Jones moved to approve the Consent Agenda items, with a second from Trustee Schulz. The motion passed by unanimous roll call vote.
 - a. Approval of Minutes – January 5, 2023
 - b. Financial Reports – December 2022

For Possible Action

- Proposed Actions
 - a. Resolution 2023-02 Authorizing A Supplemental Appropriation for Fiscal Year 2023
 - Mayor Jones moved to approve Resolution 2023-02 Authorizing A Supplemental Appropriation for Fiscal Year 2023, seconded by Trustee Thompson.
 - The motion passed by unanimous roll call vote.
 - b. Resolution 2023-03 A Resolution To Appoint A Municipal Judge To Serve On A Temporary Basis
 - Mayor Jones moved to approve 2023-03 A Resolution To Appoint A Municipal Judge To Serve On A Temporary Basis, seconded by Trustee Thompson.
 - The motion passed with a vote of six in favor and one abstention.
 - c. 2023 Addendum to the SEH Contract

- There was a discussion regarding the performance of SEH, the Town's engineering firm. Trustee Thompson voiced displeasure with the vendor's performance during the recent roadwork. Trustee Farreau also mentioned displeasure with some of the SEH work done on the gate project. Trustee Thompson recommended issuing a request for proposal to elicit responses from potential vendors.
- After discussion, Mayor Jones moved to approve 2023 Addendum to the SEH Contract, seconded by Trustee Farreau.
- The motion passed by unanimous roll call vote.

For Discussion

- Discussion Topics
 - a. Traffic Counts data was reviewed and discussed. While there are some data points that are likely double counted the directional ratios are valid and align with information provided by the our gate vendor.

The new barrels, that will be utilized to test the effect on speeding, will be placed on Hinsdale Avenue in the Spring time.

Reports

Mayor

- Mayor Jones noted that the Town was approved for the Master Plan and Municipal Code grant, submitted by Town Administrator Proctor, from Department of Local Affairs.

Members of the Town Board

- Trustee Cockrell attended the Denver Regional Council of Governments meeting. There were 18 Transportation Improvement Projects that were behind schedule and had to be reapproved. Many of those projects were delayed due to new information discovered as the projects evolved. The unanticipated changes and delays reinforced the fact that conducting studies are beneficial to ensuring good project management.

Trustee Cockrell also reported that there are two upcoming gate training sessions.

- Trustee Herold inquired about the protocol regarding snowplowing cul-de-sac. Town Clerk Schmitz noted that this was addressed with the vendor and that they rectified the situation during the recent storm.
- Trustee Schultz requested an update as to whether more information about Ting services was gathered. Town Clerk Schmitz reported that Ting had not yet responded to the request.
- Trustee Thompson attended Colorado Municipal League Crisis Communications Committee meeting. Communication is vital to good crisis management. TextMyGov engagement is critical. The committee recommended developing a crisis plan.

Trustee Thompson suggested that we create and send out postcards to publicize TextMyGov to the residents, and asked the staff create a crisis plan to present to the Board.

Lastly, Trustee Thompson reported that the plans for the natural playground were modified slightly.

Staff

- Town Administrator Proctor provided a gate update. Currently, the Richfield gate is broken as the loop incurred water damage. The warranty will cover most of the repairs, but the Town will pay for extra sealant. The Fremont gate turnarounds are still snow packed which prevents safe vehicle diversions.
- Ms. Proctor also noted that grant funds for Master Plan must be used within 12 months.
- Town Clerk Schmitz advised that there are two upcoming audits: 2022 Financials and a volunteer program audit.

Future Agenda Items:

- Public hearing for Short Term Rentals
- Engineering services
- Disaster Plan and communication to Town

Executive session

- Mayor Jones moved to go into Executive Session pursuant to C.R.S 24-6-402(4)(b) for the purpose of receiving legal advice regarding the geodome and pursuant to C.R.S 24-6-402(4)(e) for the purpose of determining the Boards position relative to matters that may be subject to negotiations. Trustee Thompson seconded the motion.

Adjournment

- Mayor Jones adjourned the meeting at 7:57 p.m.

Kathleen Schmitz, Town Clerk

Lisa Jones, Mayor



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Kathleen Schmitz, Town Clerk

DATE: February 2, 2023

RE: ORDINANCE 2023-01 AMENDING THE FOXFIELD MUNICIPAL CODE
TO PROHIBIT SHORT-TERM RENTALS

DISCUSSION:

Attached for final passage is Ordinance 2023-01. This ordinance will accomplish banning short-term rentals by adding subsection (b)(4) in Section 16-2-50 of the Foxfield Municipal Code. The new subsection will explicitly include a prohibition of short-term rentals within the Large Lot Residential District. Additionally, a definition of short-term rentals is inserted in Section 16-6-10.

RECOMMENDED MOTION:

"I move to approve Ordinance 2023-01 Amending the Foxfield Municipal Code To Prohibit Short-Term Rentals."

ATTACHMENT:

Exhibit A: Ordinance 2023-01

Trustee Bill No. 01
Series of 2023
Town of Foxfield

Introduced by Mayor Jones

**A BILL FOR AN ORDINANCE AMENDING THE FOXFIELD MUNICIPAL CODE
TO PROHIBIT SHORT-TERM RENTALS**

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

Section 1. Section 16-2-50 of the Town of Foxfield Municipal Code is amended by the addition thereto of a new subsection (b)(4) to read as follows:

(4) Prohibited Uses. The use of property in the Large Lot Residential District as a short-term rental is prohibited and no principal permitted uses or special review uses shall be construed as authorizing the use of property as a short-term rental.

Section 2. Section 16-6-10 of the Town of Foxfield Municipal Code is amended by the addition thereto of the following definition to be inserted alphabetically and to read as follows:

Short-term rental. A rental of any dwelling, in whole or in part, to any person(s) for transient use of 30 consecutive days or less.

Section 3. 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 4. 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 5. This ordinance shall become effective thirty (30) days after final publication.

Adopted as Ordinance No. 01 Series of 2023, by the Board of Trustees of Foxfield, Colorado, and signed and approved by its Mayor or presiding officers this 2nd day of February, 2023.

Lisa Jones, Mayor

ATTEST:

Kathleen Schmitz, Town Clerk

Town Seal

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



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Kathleen Schmitz, Town Clerk

DATE: February 2, 2023

RE: Resolution 2023-04 Approving the Second Replacement Intergovernmental Agreement with the Town of Parker

DISCUSSION:

The Town of Parker and Town of Foxfield entered into an Intergovernmental Agreement on July 22, 1996, and a Replacement Intergovernmental Agreement on June 16, 2011 to operate a combined municipal court.

Parker and Foxfield desire to continue with the operation of a combined municipal court and have therefore drafted a Second Replacement Intergovernmental Agreement.

The terms of the agreement have been updated to reflect the current municipal court costs and operating structures. The key changes are:

- Updating of operational procedures
- Updating budget requirements and outlining the revenue and invoice process
- Detailing exclusions from typical court fees that may result in additional costs to the Town of Foxfield, i.e. criminal court costs

RECOMMENDED MOTION:

"I move to approve Resolution 2023-04 Approving the Second Replacement Intergovernmental Agreement with the Town of Parker."

ATTACHMENT:

Exhibit A: Resolution 2023-04 Approving the Second Replacement Intergovernmental Agreement

Trustee's Resolution

Resolution No. 04, Series 2023

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FOXFIELD
APPROVING THE SECOND REPLACEMENT INTERGOVERNMENTAL
AGREEMENT WITH THE TOWN OF PARKER**

WHEREAS, pursuant to Colorado Constitution Article XIV, §18(2)(a), and Colorado Revised Statutes (CRS) §29-1-203, Colorado local governments may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Parties desire to continue with the operation of a combined municipal court, subject to the terms and conditions of this Second Replacement Intergovernmental Agreement; and

WHEREAS, the Town Board believes it is in the best interest of the Town to approve the Second Replacement Intergovernmental Agreement with the Town Of Parker to provide municipal court services for the Town of Foxfield.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE TOWN OF
FOXFIELD, COLORADO THAT:**

Section 1. The Board of Trustees hereby approves Second Replacement Intergovernmental Agreement ("the IGA") With The Town Of Parker attached hereto as **Attachment A** and authorizes the Mayor to sign the IGA.

Section 2. This Resolution shall be effective immediately.

Introduced, passed and adopted at
the
regular meeting of Board of Trustees this ___ day
of ____ 2023, by a vote of __ yes __ no.

Lisa Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Kathleen, Schmitz, Town Clerk

Corey Y. Hoffmann, City Attorney

SECOND REPLACEMENT INTERGOVERNMENTAL AGREEMENT

THIS SECOND REPLACEMENT INTERGOVERNMENTAL AGREEMENT ("Second Replacement Intergovernmental Agreement") is made this ____ day of _____, 2023, by and between the Town of Parker, a Colorado home rule municipality ("Parker"), and the Town of Foxfield, Colorado ("Foxfield").

RECITALS:

A. Parker and Foxfield entered into an Intergovernmental Agreement on July 22, 1996, and a Replacement Intergovernmental Agreement on June 16, 2011 (the "First Replacement IGA") to operate a combined municipal court.

B. Parker and Foxfield desire to continue with the operation of a combined municipal court, subject to the terms and conditions of this Second Replacement Intergovernmental Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Municipal Court Facilities / Staff / Services. Parker owns and maintains facilities for the operation of a municipal court within Parker Town Hall. Parker also maintains court staff position(s) to administer the municipal court. Parker agrees to operate a combined municipal court with Foxfield, subject to the sharing of the costs incurred by Parker in operating a combined municipal court, based upon the number of tickets and trials processed by municipal court for Foxfield.

2. 2023 Costs. The parties agree that the Replacement IGA shall govern all costs incurred and amounts due and payable by Foxfield through the end of 2023. Any costs incurred or amounts due and payable for 2024 and subsequent years shall be governed by this Second Replacement Intergovernmental Agreement.

3. Reimbursement by Foxfield to Parker.

a. Parker will incur costs in providing the municipal court services described in Paragraph 1 of this Agreement, which cost will be reimbursed by Foxfield. The costs to be reimbursed by Foxfield for municipal court services shall be calculated on a quarterly basis as follows: The actual cost to Parker to provide municipal court services divided by the total number of combined tickets and trials for Parker and Foxfield for the quarter, the sum of which is multiplied by the total number of Foxfield tickets and trials for the quarter (the "Foxfield Quarterly Amount"). The Foxfield Quarterly amount shall not include compensation paid to the appointed presiding Municipal Court Judge, but shall include any costs for alternate or substitute municipal judges that serve in the Municipal Court Judge's absence. Parker shall provide Foxfield with a printout of the Parker general ledger detail or other mutually acceptable documentation showing the

reconciliation between the budgeted amount and the actual costs required to be paid by Foxfield for municipal court services.

b. Should Parker employ any individual(s) specifically for the coordination of Parker Teen Court or have line item expenses in Parker's budget specifically designated for Parker Teen Court costs or expenses, such amounts will be excluded from any calculation of costs for Foxfield. Additionally, should the Judge or Town Prosecutors handle a criminal trial for Foxfield that is not scheduled on a Parker docket/arraignment date, or should the Judge or Prosecutors handle any non-criminal matters for Foxfield, those cases will be paid directly by Foxfield to the Judge and/or Prosecutors pursuant to separate agreements.

4. Payments. Parker will deduct the Foxfield Quarterly Amount from Foxfield fines and costs collected by the municipal court, plus a fifteen percent (15%) administrative fee, and pay to Foxfield the remaining balance of these fines and costs. Should the Foxfield fines and costs not be sufficient to cover the Foxfield Quarterly Amount, Parker will send an invoice for the difference to Foxfield. Such invoice shall be paid within thirty (30) days of receipt.

5. Financial Costs and Future Years. The costs to be paid by Foxfield in budget years subsequent to this Agreement for the municipal court services described in Paragraph 1 of this Agreement shall be as set forth in the annual budget as approved by the parties. The formulation of the annual budget under this Agreement will be by mutual agreement of the parties.

a. Recommended Budget. As early as possible, but no later than October 15th of each year, Parker shall submit to Foxfield the budget for municipal court services for the next fiscal year to be recommended by Parker to its Town Council through Parker's normal budget process.

b. Final Budget. The final budget for municipal court services for the next fiscal year shall be presented to Foxfield by Parker within ten (10) business days of final approval by Parker Town Council.

6. Administration. It is the overriding and critical desire of both Parker and Foxfield to ensure that the working relationship of the parties remains strong and united in implementation of this Agreement. To that end, there is hereby created a "Joint Working Group" to administer the municipal court services. The Joint Working Group shall be comprised of the Parker Town Manager, the Parker Town Clerk, the Foxfield Town Administrator, the Foxfield Town Clerk, or their designees. The Joint Working Group shall meet at least one time per year, in person or virtually. Joint Working Group meetings may be called at any time by any member of the Joint Working Group, upon seventy-two (72) hours' advanced notice to the other members. The meetings of the Joint Working Group shall not be subject to the Colorado Open Meetings Law. The Joint Working Group may consider the following matters:

a. Operating Procedures. The Joint Working Group may develop and establish operating procedures.

b. Dispute Resolution. The Joint Working Group will address disputes between the parties related to the implementation of this Agreement.

c. Matters of Concern. The Joint Working Group will consider other matters of concern between the parties related to the implementation of this Agreement.

7. Term and Termination.

a. Term. The initial term of this Agreement shall be from April 1, 2023, through December 31, 2023. Thereafter, this Agreement shall automatically renew for subsequent one-year terms, unless earlier terminated as provided herein.

b. Termination. This Agreement may be terminated by either party for any reason upon written notice to the other party provided no later than November 1st of any year, and then the Agreement shall terminate on December 31st of the year in which the notice is given.

c. Appropriation. Pursuant to Article X, § 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either party within any statutory or constitutional provision.

8. Miscellaneous.

a. Notices. Any notice required by this Agreement shall be in writing and mailed by first class mail, postage prepaid, to the respective parties as follows:

Parker: Town Manager
 Town of Parker
 20120 East Mainstreet
 Parker, CO 80138

Foxfield: Town Administrator
 Town of Foxfield
 P.O. Box 461450
 Foxfield, CO 80046-1450

b. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities either Party may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

c. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Douglas County, Colorado.

d. Integration. The foregoing constitutes the entire agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any party with respect to the subject matter of this Agreement.

e. Modification. This Agreement may only be modified upon written agreement of both parties.

f. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors, assigns or heirs.

g. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

h. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

i. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

j. Recitals. The Recitals to this Agreement are incorporated by this reference.

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

TOWN OF FOXFIELD, COLORADO

By: _____
Lisa Jones, Mayor

ATTEST:

Kathleen Schmitz, Town Clerk



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Kathleen Schmitz

DATE: January 19, 2023

RE: Emergency Notifications

DISCUSSION:

As a follow-up to the January 19, 2023 discussion about emergency communications and protocols, staff has reached out to the Arapahoe County Emergency Manager. Arapahoe County follows an Emergency Operations Plan. Staff suggests that we leverage that plan to the greatest extent possible, but also create a Town operation plan to address any gaps. Once we gather more feedback from the county a draft plan will be presented.

The staff also received a quote and a proof of the proposed postcards to increase TextMyGov engagement.

Quote:

- \$82.50 for 300 cards, \$35.00 for the art setup, and \$.46 per card for postage for a total of \$255.50.
- Please note that the vendor orders in lots of 500 cards. Therefore, ordering 500 cards (which allows us to mail cards to new residents), would cost \$357.50 -- only \$10 for the additional 200 cards and an extra \$92.00 in postage.

ATTACHMENT:

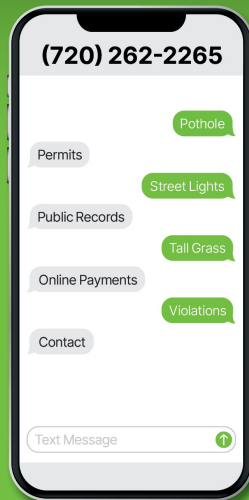
Exhibit A – Postcard Proposal



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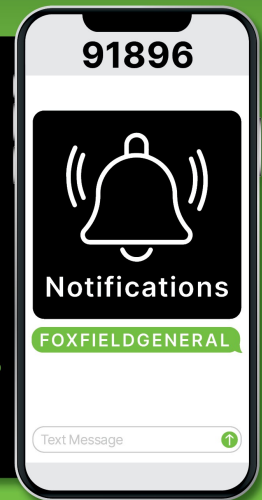
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