



## TOWN BOARD AGENDA

### REGULAR MEETING

(All items listed for discussion and possible action)

### **Hybrid Meeting**

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

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

**Thursday, November 16, 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 – November 2, 2023
  - b. Financial Reports – October 2023
5. For Possible Action
  - a. Resolution 2023-07 Authorizing A Supplemental Appropriation for Fiscal Year 2023
  - b. Approval of the 2024 Agreement for Law Enforcement Services
6. For Discussion
  - a. Barrel Study data
7. Reports
  - a. Members of Town Board
  - b. Staff
8. Future Agenda Items

- a. Erosion Update
- b. FEMA study continued education and public outreach

## 9. Adjournment



## MINUTES

### BOARD OF TRUSTEES MEETING

November 2, 2023

#### 1. Call to order:

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

#### 2. Roll Call:

The following Trustees were present via Microsoft Teams: Mayor Jones, Trustee Cockrell, Trustee Farreau, Trustee Goddard and Trustee Schultz\* (Trustee Schultz began the meeting remotely)

The following Trustees were present in person: Trustee Thompson, and Trustee Shultz \*(joined in person at 7:04 PM)

Trustee Herold was absent.

A quorum was present.

#### 3. Audience Participation

None

#### 4. Consent Agenda

##### a. Approval of Minutes – October 5, 2023

Mayor Jones moved to approve the Consent Agenda, with a second from Trustee Thompson. The motion passed by unanimous roll call vote.

#### 5. For Possible Action

##### a. Approval of the Ninth Addendum for Services with Terracare

Town Administrator Proctor noted the 2024 contract prices increased approximately 10%. Trustee Thompson requested clarification on whether the new 2024 schedule supersedes the original cost schedule in the 2015 agreement. Staff will clarify the contract language. Mayor Jones moved to approve the Ninth Addendum for Services with Terracare as amended with a second from Trustee Goddard. The motion passed by unanimous roll call vote.

#### 6. For Discussion

##### a. Attracting and Retaining Businesses

Town Clerk Schmitz provided an update on legally allowable business incentives and potential changes to the sign ordinance. While sales tax incentive or fee waivers would be possible there are restrictions. The business case for benefits to the Town must be met and the

application of rebates and waivers must be uniform. After discussion, the Board decided to take no further action on incentives, but to instead review and potentially update the sign ordinance. Staff will reach out to the legal team and Foxfield Village Center tenants to gather suggestions for more business-friendly sign rules.

## Reports

### a. Mayor's Report

#### i. No report

### b. Members of the Town Board

i. Trustee Thompson noted concerns with communication. Particularly for gate issues and paving. Town administration Proctor responded that while we agree that the paving schedule should have been communicated, unfortunately, the vendor did not provide a schedule or timeline even after requests.

ii. Trustee Farreau questioned why the road closure sign near Arapahoe Road and Olathe is still in place. Mayor Jones indicated she will call Arapahoe County and inquire into the timeframe and project details. Ms. Farreau also asked for an update on the playground equipment installation. Trustee Thompson and Town Clerk Schmitz both suggested a spring installation given weather and volunteer considerations.

iii. Trustee Cockrell reported that the Easter Trail Study was formally adopted for Transportation Improvement Project ("TIP") and noted the related Intergovernmental Agreement will be sent to the Town for signature. The Foxfield funding match of \$7500 is included in the 2024 budget, while DRCOG and Arapahoe County will fund the remaining cost of the project. DEA Engineering has been engaged to perform the study which is expected to take a year. As part of the study, which will assess feasibility and interest, public outreach will be done. Additionally, Trustee Cockrell attended the Dove Valley Working Group and reported that the Dove Valley Regional Park improvements are underway.

iv. Trustee Schultz requested an update on the gas-line project, and the new gate vendor.

### c. Staff

i. Ms. Proctor updated the Board on the new gate vendor All Metro Door. Their initial inspection found that the Fremont gate loops are failing. We have received a quote but need more information before presenting the details to the Board.

ii. Mrs. Schmitz noted that a new safety checklist will be sent to all employees and volunteers. The checklist will include affirmations of understanding and will be utilized as audit backup for insurance purposes. Additionally, Mrs. Schmitz has begun a new round of accessibility updates to the website and related PDF documents. She is also contacting two accessibility vendors for a potential 2024 accessibility audit. Lastly, Mrs. Schmitz requested articles or topics for the next newsletter.

7. Future Agenda Items

- a. Tunnel and sidewalk repairs
- b. Barrel data final review
- c. Supplemental appropriation

8. Adjournment

Mayor Jones adjourned the meeting at 7:27 p.m.

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Kathleen Schmitz, Town Clerk

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Lisa Jones, Town Mayor

**Treasurer's Report  
October 2023**

	Credit	Debit	Balance
<b>1st Bank Checkbook Beginning Balance</b>			\$ 59,374.09
<b><u>Deposits</u></b>			
Colo Interac - gate tags	136.00		
Colo Interac - gate violation	50.00		
Colo Interac - building permits	26,179.35		
Colo Interac- Use tax	17,880.56		
Colo Interac - grading permits	150.00		
CRA deposit	1,000.00		
Plastic Bag fee	7.26		
Core - franchise fee	7,116.83		
<b>Total Deposits</b>	<b>\$52,520.00</b>		
<b><u>Disbursements</u></b>			
Storquest		72.00	
Caselle - monthly support		330.00	
Colorado Mediation & Resolution Service-Municipal Judge		250.00	
Microsoft Online email hosting		47.73	
Microsoft Phone		17.76	
First Bank--activity fee		2.00	
CORE- Lewiston way lights		34.14	
CORE- Gate electricity fremont		29.02	
CORE- Gate electricity- Richfield		28.42	
CORE- Irrigation		21.65	
SEH		7,109.45	
HPWC, PC - legal services		320.00	
Terracare Assoc - public works		6,751.06	
Butler Rents -Chili Fest		229.77	
ACWWA		312.89	
CORE - 6806 S Parker Road lights		95.83	
SafeBuilt - building, CE, P&Z		12,803.62	
Republic Services-Bonnie's barn clean up		225.00	
Farreau, Debby -gate part reimbursement		31.50	
Makestickers--gates		30.62	
The Villager		70.36	
Go Daddy Annual renewal		22.17	
CRA refund		836.49	
CIRSA quarterly premium		2,060.11	
Arapahoe County Use Tax		3,765.32	
Countywide Rental--Chili Fest		285.00	
Amazon-Chili Fest		79.74	
EFTPS - payroll tax deposit		2,631.04	
Schmitz, Kathleen		3,239.05	
Briar, Jeff		369.40	
Proctor, Karen		5,319.18	
<b>Total Disbursements</b>		<b>\$ 47,420.32</b>	
<b>1st Bank Checkbook Ending Balance</b>			<b>\$ 64,473.77</b>

**Treasurer's Report  
October 2023**

	Credit	Debit	Balance
<b>ColoTrust General Fund Beginning Balance</b>			<b>\$ 1,408,599.44</b>
<b>Deposits</b>			
Transfer from CTF			
Cigarette Tax	74.06		
Sales Tax	49,834.30		
Arapahoe County	2,889.26		
Payments due from ARP Fund-Paving	31,680.00		
HUTF	3,389.62		
Public Service	331.42		
Interest Income	6,903.55		
<b>Total Deposits</b>	<b>\$ 95,102.21</b>		
<b>Disbursements</b>			
<b>Total Disbursements</b>		<b>\$ -</b>	
<b>ColoTrust General Fund Ending Balance</b>			<b>\$ 1,503,701.65</b>
	Credit	Debit	Balance
<b>ColoTrust CTF Fund Beginning Balance (Lottery Money)</b>			<b>\$ 22,600.08</b>
<b>Deposits</b>			
Interest Income	106.36		
<b>Total CTF Deposits</b>	<b>\$ 106.36</b>		
<b>Disbursements</b>			
<b>Total CTF Disbursements</b>		<b>\$ -</b>	
<b>ColoTrust CTF Fund Ending Balance</b>			<b>\$ 22,706.44</b>

**Treasurer's Report  
October 2023**

	Credit	Debit	Balance
<b>ColoTrust Open Space - Beginning Balance</b>			
			<b>\$ 243,189.24</b>
<b>Deposits</b>			
Arapahoe County Shareback	243.41		
Interest Income	1,147.80		
Motor Vehicle (to be transferred to GF)	1,060.87		
<b>Total Deposits</b>	<b>2,452.08</b>		
<b>Disbursements</b>			
<b>Total Disbursements</b>		<b>\$ -</b>	
<b>ColoTrust Open Space Ending Balance</b>			<b>\$ 245,641.32</b>
	Credit	Debit	Balance
<b>ColoTrust Amer Rescue Plan - Beginning Balance</b>			
			<b>\$ 159,041.58</b>
<b>Deposits</b>			
Interest Income	657.18		
<b>Total Deposits</b>	<b>\$ 657.18</b>		
<b>Disbursements</b>			
Transfer to General Fund for Paving		31,680.00	
<b>Total Disbursements</b>		<b>\$ 31,680.00</b>	
<b>ColoTrust Amer Rescue Plan Ending Balance</b>			<b>\$ 128,018.76</b>



TOWN OF FOXFIELD  
BALANCE SHEET  
OCTOBER 31, 2023

GENERAL FUND

ASSETS

10-10220	CASH ON DEPOSIT - 1ST BANK	66,395.21	
10-10310	CASH - COUNTY TREASURER	20.24	
10-10410	INVESTMENT ACCOUNT - COLOTRUST	1,503,701.65	
10-11500	PROPERTY TAX RECEIVABLE	796.24	
10-13110	DUE FROM CTF	1,392.71	
10-13180	DUE FROM OPEN SPACE FUND	1,585.57	
	TOTAL ASSETS		1,573,891.62

LIABILITIES AND EQUITY

LIABILITIES

10-20100	ACCOUNTS PAYABLE	31,786.07	
10-21110	PAYROLL TAXES PAYABLE	423.00	
10-22000	A.C. USE TAX PAYABLE	1,985.16	
10-22210	DEFERRED PROPERTY TAX	796.24	
10-22950	LAND USE ESCROW- PHILLIPS	632.50	
	TOTAL LIABILITIES		35,622.97

FUND EQUITY

10-28970	FUND BAL RESRVD-LAW ENFORCEMNT	21,000.00	
	UNAPPROPRIATED FUND BALANCE:		
10-29800	FUND BALANCE - UNRESTRICTED	1,158,120.72	
	REVENUE OVER EXPENDITURES - YTD	359,147.93	
	BALANCE - CURRENT DATE	1,517,268.65	
	TOTAL FUND EQUITY		1,538,268.65
	TOTAL LIABILITIES AND EQUITY		1,573,891.62

TOWN OF FOXFIELD  
 BALANCE SHEET  
 OCTOBER 31, 2023

OPEN SPACE FUND

ASSETS

22-10410	INVESTMENT ACCOUNT - COLOTRUST		245,641.32	
22-13120	DUE TO GENERAL FUND		( 1,585.57)	
	TOTAL ASSETS			<u>244,055.75</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
22-29800	FUND BALANCE	210,336.47		
	REVENUE OVER EXPENDITURES - YTD	33,719.28		
	BALANCE - CURRENT DATE		<u>244,055.75</u>	
	TOTAL FUND EQUITY			<u>244,055.75</u>
	TOTAL LIABILITIES AND EQUITY			<u>244,055.75</u>

TOWN OF FOXFIELD  
 BALANCE SHEET  
 OCTOBER 31, 2023

AMERICAN RESCUE PLAN FUND

ASSETS

23-10410	INVESTMENT ACCOUNT - COLOTRUST		128,018.76	
	TOTAL ASSETS			<u>128,018.76</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
23-29800	FUND BALANCE		159,881.24	
	REVENUE OVER EXPENDITURES - YTD	(	<u>31,862.48)</u>	
	BALANCE - CURRENT DATE			<u>128,018.76</u>
	TOTAL FUND EQUITY			<u>128,018.76</u>
	TOTAL LIABILITIES AND EQUITY			<u>128,018.76</u>

TOWN OF FOXFIELD  
 BALANCE SHEET  
 OCTOBER 31, 2023

CTF

ASSETS

31-10410	INVESTMENT ACCOUNT - COLOTRUST		22,706.44	
	TOTAL ASSETS			22,706.44

LIABILITIES AND EQUITY

LIABILITIES

31-23110	DUE TO GENERAL FUND		1,392.71	
	TOTAL LIABILITIES			1,392.71

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
31-29800	FUND BALANCE	24,240.20		
	REVENUE OVER EXPENDITURES - YTD	( 2,926.47)		
	BALANCE - CURRENT DATE		21,313.73	
	TOTAL FUND EQUITY			21,313.73
	TOTAL LIABILITIES AND EQUITY			22,706.44

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES AND FRANCHISE FEES</u>					
10-31-111	239.99	116,315.66	117,085.00	769.34	99.3
10-31-121	676.31	6,505.79	7,000.00	494.21	92.9
10-31-161	331.42	14,278.43	8,500.00	( 5,778.43)	168.0
10-31-162	7,116.83	17,549.99	22,000.00	4,450.01	79.8
10-31-163	.00	4,229.10	4,800.00	570.90	88.1
10-31-191	14.40	147.36	100.00	( 47.36)	147.4
10-31-311	49,834.30	412,197.41	550,000.00	137,802.59	74.9
10-31-312	17,880.56	51,689.85	20,000.00	( 31,689.85)	258.5
	<u>76,093.81</u>	<u>622,913.59</u>	<u>729,485.00</u>	<u>106,571.41</u>	<u>85.4</u>
<u>LICENSES AND PERMITS</u>					
10-32-211	.00	345.00	350.00	5.00	98.6
10-32-212	.00	100.00	.00	( 100.00)	.0
10-32-215	.00	70.00	280.00	210.00	25.0
10-32-219	.00	.00	150.00	150.00	.0
10-32-221	24,194.19	101,708.17	35,000.00	( 66,708.17)	290.6
10-32-222	.00	750.00	300.00	( 450.00)	250.0
10-32-223	150.00	300.00	.00	( 300.00)	.0
10-32-224	.00	.00	100.00	100.00	.0
10-32-225	1,000.00	1,000.00	500.00	( 500.00)	200.0
10-32-226	.00	750.00	250.00	( 500.00)	300.0
	<u>25,344.19</u>	<u>105,023.17</u>	<u>36,930.00</u>	<u>( 68,093.17)</u>	<u>284.4</u>

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET		UNEARNED	PCNT
<u>INTERGOVERNMENTAL</u>						
10-33-321	1,370.31	4,286.82	3,500.00	(	786.82)	122.5
10-33-342	74.06	815.59	1,200.00		384.41	68.0
10-33-350	.00	1,160.44	400.00	(	760.44)	290.1
10-33-352	3,389.62	30,408.26	20,000.00	(	10,408.26)	152.0
10-33-360	.00	289.09	133.00	(	156.09)	217.4
10-33-371	243.41	4,624.72	6,580.00		1,955.28	70.3
	<u>5,077.40</u>	<u>41,584.92</u>	<u>31,813.00</u>	(	<u>9,771.92)</u>	<u>130.7</u>
<u>CHARGES FOR SERVICES</u>						
10-35-510	.00	400.30	1,500.00		1,099.70	26.7
10-35-540	.00	335.32	100.00	(	235.32)	335.3
	<u>.00</u>	<u>735.62</u>	<u>1,600.00</u>		<u>864.38</u>	<u>46.0</u>
<u>MISCELLANEOUS</u>						
10-36-600	50.00	2,684.60	1,250.00	(	1,434.60)	214.8
10-36-601	136.00	1,116.00	.00	(	1,116.00)	.0
10-36-611	6,903.55	53,782.05	20,000.00	(	33,782.05)	268.9
10-36-680	.00	81.00	1,000.00		919.00	8.1
10-36-683	.00	3,197.50	.00	(	3,197.50)	.0
10-36-684	7.26	15.78	.00	(	15.78)	.0
	<u>7,096.81</u>	<u>60,876.93</u>	<u>22,250.00</u>	(	<u>38,626.93)</u>	<u>273.6</u>

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	113,612.21	831,134.23	822,078.00	( 9,056.23)	101.1
<u>ADMINISTRATION</u>					
10-41-110 PERSONNEL EXPENSES	11,130.21	117,427.14	151,200.00	33,772.86	77.7
10-41-116 PAYROLL TAXES	851.46	8,983.18	11,567.00	2,583.82	77.7
10-41-118 WORKERS COMPENSATION INS.	.00	641.00	850.00	209.00	75.4
10-41-120 SUPPLIES/MATERIALS	.00	492.54	500.00	7.46	98.5
10-41-130 POSTAGE/BULK MAIL CHARGES	.00	507.64	500.00	( 7.64)	101.5
10-41-140 PRINTING	.00	117.50	50.00	( 67.50)	235.0
10-41-141 NEWSLETTER	.00	.00	50.00	50.00	.0
10-41-143 MUNICIPAL CODE SUPPLEMENTS	.00	.00	2,000.00	2,000.00	.0
10-41-144 MUNICIPAL CODE UPDATES	1,610.00	6,212.50	.00	( 6,212.50)	.0
10-41-145 LEGAL NOTICES	70.36	146.70	250.00	103.30	58.7
10-41-148 RECORDING FEES	.00	.00	50.00	50.00	.0
10-41-151 AUDIT	.00	7,000.00	7,000.00	.00	100.0
10-41-152 LEGAL	40.00	8,089.07	15,000.00	6,910.93	53.9
10-41-160 COUNTY TREASURER FEES	2.54	1,164.63	1,171.00	6.37	99.5
10-41-170 COMMUNICATIONS/IT	330.00	8,888.21	8,862.00	( 26.21)	100.3
10-41-171 TELEPHONE/INTERNET	23.99	222.64	1,500.00	1,277.36	14.8
10-41-172 E-MAIL SERVER	41.50	440.05	550.00	109.95	80.0
10-41-180 INSURANCE	.00	8,262.76	8,239.00	( 23.76)	100.3
10-41-182 MEMBERSHIP/DUES/TRAINING	.00	4,571.86	4,000.00	( 571.86)	114.3
10-41-190 MISCELLANEOUS EXPENSE	225.00	787.28	10,223.00	9,435.72	7.7
10-41-192 BANK SERVICE CHARGES	4.00	6.00	24.00	18.00	25.0
TOTAL ADMINISTRATION	14,329.06	173,960.70	223,586.00	49,625.30	77.8

TOWN OF FOXFIELD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL</u>					
10-44-211 MUNICIPAL JUDGE	250.00	1,500.00	3,600.00	2,100.00	41.7
10-44-220 COURT RELATED EXPENSES	.00	555.14	5,000.00	4,444.86	11.1
TOTAL JUDICIAL	250.00	2,055.14	8,600.00	6,544.86	23.9
<u>PUBLIC SAFETY</u>					
10-46-311 LAW ENFORCEMENT	.00	117,085.00	117,085.00	.00	100.0
10-46-314 OFF DUTY OFFICER PATROLS	.00	5,005.75	15,000.00	9,994.25	33.4
10-46-400 ANIMAL CONTROL	.00	130.00	500.00	370.00	26.0
TOTAL PUBLIC SAFETY	.00	122,220.75	132,585.00	10,364.25	92.2



TOWN OF FOXFIELD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
10-48-451 PLANNING	237.50	1,707.50	5,000.00	3,292.50	34.2
10-48-452 ENGINEERING	4,771.75	19,492.50	17,000.00	( 2,492.50)	114.7
10-48-453 CODE ENFORCEMENT	1,368.75	8,212.50	10,000.00	1,787.50	82.1
10-48-454 SNOW REMOVAL	.00	11,631.00	35,000.00	23,369.00	33.2
10-48-455 ROW AND ISLAND MAINTENANCE	4,999.91	46,397.79	62,700.00	16,302.21	74.0
10-48-456 TRAFFIC CONTROL/SIGNAGE	.00	1,358.06	1,500.00	141.94	90.5
10-48-457 BUILDING PERMIT EXPENSES	9,867.37	59,825.29	28,000.00	( 31,825.29)	213.7
10-48-458 ST. CUT/ROW PERMIT EXPENSES	.00	.00	300.00	300.00	.0
10-48-459 STREET LIGHTS	127.44	1,256.44	1,300.00	43.56	96.7
10-48-460 ENGINEERING ROAD MAINTENANCE	1,970.20	5,885.20	15,000.00	9,114.80	39.2
10-48-461 GATE ELECTRICITY & MAINTENANCE	810.09	2,525.88	7,000.00	4,474.12	36.1
10-48-462 MFSD EXPENSE	.00	6,802.98	.00	( 6,802.98)	.0
10-48-500 COMM EVENTS (PARADE,DIRECTORY)	229.77	7,988.31	6,000.00	( 1,988.31)	133.1
10-48-600 STORAGE UNIT	72.00	666.26	900.00	233.74	74.0
TOTAL PUBLIC WORKS	24,454.78	173,749.71	189,700.00	15,950.29	91.6
<u>CAPITAL EXPENDITURES</u>					
10-58-800 CAPITAL EXP > \$5,000.00	.00	.00	128,532.00	128,532.00	.0
TOTAL CAPITAL EXPENDITURES	.00	.00	128,532.00	128,532.00	.0
TOTAL FUND EXPENDITURES	39,033.84	471,986.30	683,003.00	211,016.70	69.1
NET REVENUE OVER EXPENDITURES	74,578.37	359,147.93	139,075.00	( 220,072.93)	258.2

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

OPEN SPACE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>						
22-30-130	ARAPAHOE CO OPEN SPACE DISTRIB	.00	27,865.58	20,000.00	( 7,865.58)	139.3
22-30-611	INTEREST EARNINGS	1,147.80	9,853.70	4,100.00	( 5,753.70)	240.3
	TOTAL REVENUES	<u>1,147.80</u>	<u>37,719.28</u>	<u>24,100.00</u>	<u>( 13,619.28)</u>	<u>156.5</u>
	TOTAL FUND REVENUE	<u>1,147.80</u>	<u>37,719.28</u>	<u>24,100.00</u>	<u>( 13,619.28)</u>	<u>156.5</u>
<u>EXPENDITURES</u>						
22-40-511	MAINTENANCE	.00	4,000.00	4,000.00	.00	100.0
22-40-620	IMPROVEMENTS	.00	.00	10,000.00	10,000.00	.0
	TOTAL EXPENDITURES	<u>.00</u>	<u>4,000.00</u>	<u>14,000.00</u>	<u>10,000.00</u>	<u>28.6</u>
	TOTAL FUND EXPENDITURES	<u>.00</u>	<u>4,000.00</u>	<u>14,000.00</u>	<u>10,000.00</u>	<u>28.6</u>
	NET REVENUE OVER EXPENDITURES	<u><u>1,147.80</u></u>	<u><u>33,719.28</u></u>	<u><u>10,100.00</u></u>	<u><u>( 23,619.28)</u></u>	<u><u>333.9</u></u>

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

AMERICAN RESCUE PLAN FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
23-30-611 INTEREST INCOME	657.18	6,792.52	3,000.00	( 3,792.52)	226.4
TOTAL REVENUE	<u>657.18</u>	<u>6,792.52</u>	<u>3,000.00</u>	<u>( 3,792.52)</u>	<u>226.4</u>
TOTAL FUND REVENUE	<u>657.18</u>	<u>6,792.52</u>	<u>3,000.00</u>	<u>( 3,792.52)</u>	<u>226.4</u>
<u>GOVERNMENT SERVICES</u>					
23-41-140 GOVT SERVICES- ADMIN EXP	.00	875.00	50,000.00	49,125.00	1.8
23-41-141 GOVT SERVICES-GATE EXPENSES	.00	31,680.00	.00	( 31,680.00)	.0
23-41-148 MUNICIPAL CODE UPDATES	.00	6,100.00	.00	( 6,100.00)	.0
TOTAL GOVERNMENT SERVICES	<u>.00</u>	<u>38,655.00</u>	<u>50,000.00</u>	<u>11,345.00</u>	<u>77.3</u>
TOTAL FUND EXPENDITURES	<u>.00</u>	<u>38,655.00</u>	<u>50,000.00</u>	<u>11,345.00</u>	<u>77.3</u>
NET REVENUE OVER EXPENDITURES	<u>657.18</u>	<u>( 31,862.48)</u>	<u>( 47,000.00)</u>	<u>( 15,137.52)</u>	<u>( 67.8)</u>

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

CTF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>						
31-30-611	INTEREST EARNINGS	106.36	1,029.10	480.00	( 549.10)	214.4
31-30-634	CTF DISTRIBUTION	.00	7,435.16	7,800.00	364.84	95.3
TOTAL REVENUES		<u>106.36</u>	<u>8,464.26</u>	<u>8,280.00</u>	<u>( 184.26)</u>	<u>102.2</u>
TOTAL FUND REVENUE		<u>106.36</u>	<u>8,464.26</u>	<u>8,280.00</u>	<u>( 184.26)</u>	<u>102.2</u>
<u>EXPENDITURES</u>						
31-40-550	MAINTENANCE	1,392.71	11,390.73	13,000.00	1,609.27	87.6
TOTAL EXPENDITURES		<u>1,392.71</u>	<u>11,390.73</u>	<u>13,000.00</u>	<u>1,609.27</u>	<u>87.6</u>
TOTAL FUND EXPENDITURES		<u>1,392.71</u>	<u>11,390.73</u>	<u>13,000.00</u>	<u>1,609.27</u>	<u>87.6</u>
NET REVENUE OVER EXPENDITURES		<u>( 1,286.35)</u>	<u>( 2,926.47)</u>	<u>( 4,720.00)</u>	<u>( 1,793.53)</u>	<u>( 62.0)</u>



**TOWN OF FOXFIELD SALES TAX REVENUE**

<b><u>2023</u></b>	Nov Tax (Jan)	Dec Tax (Feb)	Jan Tax (Mar)	Feb Tax (Apr)	Mar Tax (May)	Apr Tax (Jun)	May Tax (Jul)	Jun Tax (Aug)	Jul Tax (Sep)	Aug Tax (Oct)	Sep Tax (Nov)	Oct Tax (Dec)	<b>TOTALS</b>
Colorado	18,032	17,726	15,741	21,479	17,504	19,576	20,521	24,972	16,358	22,882			194,790
Remote	11,157	10,836	9,389	10,254	9,137	9,814	10,219	9,738	10,138	13,692			104,375
FVC	21,366	17,696	15,181	12,957	13,369	14,164	13,845	17,690	23,338	18,077			167,684
	<b>50,555</b>	<b>46,258</b>	<b>40,310</b>	<b>44,691</b>	<b>40,010</b>	<b>43,553</b>	<b>44,585</b>	<b>52,401</b>	<b>49,834</b>	<b>54,651</b>	<b>0</b>	<b>0</b>	<b>\$ 466,848.50</b>
<b>2023 TOTAL \$466,849</b>													



## MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: November 16, 2023

RE: Resolution 2023-07 A Resolution Authorizing A Supplemental Appropriation for Fiscal Year 2023

### DISCUSSION:

The 2023 approved budget included \$50,000 in appropriations in the American Rescue Plan Fund. Subsequently, the Board has approved the following expenditures in 2023.

1) Master Plan and Code update grant matching funds	= \$ 6,100
2) Additional Code update expense	= \$ 7,000
3) Ring Road tree removal and replacement	= \$ 4,875
4) Gate turnaround paving	= \$ 31,680
5) Cost of road maintenance above approved budget	= <u>\$ 18,862</u>
Total Approved Expenses	= \$ 68,517
Expenses Exceeding 2023 Approved Budget	= \$18,517
Unallocated 2023 Expenses	= \$ 345
Suggested Supplemental Appropriation	= \$18,862

Due to the approved expenditures exceeding the approved budget, a supplemental appropriation is needed in the American Rescue Plan Fund. Staff is suggesting the amount of the supplemental appropriation be the increase in the road work expense of \$18,862, which would bring the total approved 2023 appropriations to \$68,862.

### RECOMMENDED MOTION:

*"I move to approve Resolution 2023-07 Authorizing A Supplemental Appropriation for Fiscal Year 2023."*

### ATTACHMENT:

**Exhibit A:** Resolution 2023-07 Authorizing A Supplemental Appropriation for Fiscal Year 2023

A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE TOWN OF FOXFIELD  
AUTHORIZING A SUPPLEMENTAL APPROPRIATION FOR FISCAL YEAR 2023

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

Section 1. That the 2023 Budget and Appropriations be hereby supplemented by increasing the following funds, to-wit:

American Rescue Plan Fund	From: \$50,000	To: \$68,862
---------------------------	-------------------	-----------------

Section 2. The Board of Trustees may, by resolution, transfer any unexpended balance in any of the funds to any fund or to a reserve.

PASSED ON FIRST AND FINAL READING THIS 16th day of November 2023.

BOARD OF TRUSTEES,  
TOWN OF FOXFIELD, COLORADO



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Lisa Jones, Mayor

ATTEST:

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Kathleen Schmitz, Town Clerk





## MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Kathleen Schmitz, Town Clerk

DATE: November 16, 2023

RE: 2024 Agreement for Law Enforcement Services

**DISCUSSION:**

Attached for Board consideration is the 2024 Agreement for Law Enforcement Services between the Town of Foxfield and the Arapahoe County Sheriff's Office. The amount due for 2024 is \$145,762.13.

**RECOMMENDED MOTION:**

"I move to approve the 2024 Agreement for Law Enforcement Services as presented."

**ATTACHMENT:**

Exhibit A: 2024 Agreement for Law Enforcement Services

**AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT made and entered into by and between the TOWN OF FOXFIELD, a municipal corporation of the State of Colorado, (hereinafter referred to as “Foxfield”) and BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, on behalf of the ARAPAHOE COUNTY SHERIFF’S OFFICE (hereinafter referred to as “County”).

WITNESSETH:

WHEREAS, Section 30-11-410, C.R.S. as amended, authorizes the County to contract with a municipality for the purpose of providing law enforcement by the Sheriff within the boundaries of the municipality; and

WHEREAS, Foxfield is without monetary means to provide for the employment of any full-time law officers; and

WHEREAS, Foxfield has requested that the County, through the Arapahoe County Sheriff, provide law enforcement services which the parties agree are contemplated in section 30-11-410, C.R.S.,

WHEREAS, the County, in the interest of the health, safety and welfare of the residents of the Town of Foxfield, deems it advisable to enter into this Agreement for Law Enforcement Services; and

WHEREAS, the County has determined to execute future agreements on a fiscal year basis.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. The Arapahoe County Sheriff (“Sheriff”) shall provide law enforcement within the boundaries of Foxfield within Arapahoe County commencing January 1, 2024.
2. The type of law enforcement services to be provided by the Sheriff, within the boundaries of Foxfield situated in Arapahoe County, shall be similar to the law enforcement services provided in unincorporated areas of the County of Arapahoe and will include law enforcement communication center services, but shall not include enforcement of municipal ordinances. The Sheriff shall utilize, to the best of his ability and judgment, the manpower and equipment presently at his disposal in order to provide said law enforcement services. Offenders shall be cited into the Town of Foxfield Municipal Court, District Court or the County Court of Arapahoe County as appropriate.

A. The law enforcement services provided under this Agreement shall not include non-routine law enforcement services associated with special events sponsored by or approved by Foxfield. For such events, it is expressly understood that Foxfield shall consult with the Sheriff's staff regarding such event(s) and any law enforcement needs associated with the events that exceed routine service levels. Foxfield shall negotiate a separate agreement with the Sheriff's Office for any temporary or off-duty services required for such events that exceed routine service levels. For purposes of this Agreement, "special events" and/or "non-routine service levels" shall mean events sponsored or approved by Foxfield with an expected or actual attendance of more than five thousand people.

3. The term of the Agreement shall commence as of January 1, 2024 and shall end as of December 31, 2024.

4. For the law enforcement services provided under this Agreement, Foxfield shall pay to the County \$145,762.13 for the term of this Agreement, which includes dispatch services. Payment of said \$145,762.13 shall be made to the County in full upon execution of this Agreement by Foxfield.

5. The services provided pursuant to this Agreement shall be performed by the deputies of the Arapahoe County Sheriff. The Sheriff's staff shall be responsible for maintaining all records relating to the services performed.

6. The County is, and shall at all times be deemed to be, an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer or employee between Foxfield and the County or any of the County's agents or employees. To the extent this Agreement creates a principal-agent relationship between the County and Foxfield, such relationship confers on the County and its employees the authority to act on Foxfield's behalf only as to matters covered by this Agreement. The County shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services by the County. Nothing in this Agreement shall make any employee of Foxfield a County employee or any employee of the County a Foxfield employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges accorded County or Foxfield employees by virtue of their employment.

7. Nothing in this Agreement shall be construed as a waiver by either party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S. ("CGIA") as same may be amended from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law. If any waiver by Foxfield results in a waiver of protections afforded to the County, Foxfield shall, to the extent allowed by law, indemnify and hold harmless the County for such actions. If any waiver by the County results in a waiver of the protections afforded to

Foxfield, the County shall, to the extent allowed by law, indemnify and hold harmless Foxfield for such actions. Further, the County shall not be responsible for any claim against Foxfield which arises out of services not performed by the County pursuant to this Agreement.

8. The County does not intend by the Agreement to assume any contractual obligations to anyone other than Foxfield, and Foxfield does not intend by the Agreement to assume any contractual obligation to anyone other than the County. The County and Foxfield do not intend that there be any third-party beneficiary to this Agreement.

9. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.

10. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.

11. Foxfield is not responsible for Worker's Compensation claims of Sheriff's employees working under this Agreement. The County shall procure and maintain Worker's Compensation insurance for such employees as required under Colorado law.

12. Foxfield agrees to carry Comprehensive General Liability Insurance with a minimum \$1,000,000.00 limit of liability. Arapahoe County and the Arapahoe County Sheriff and his employees will be additional insureds under this policy. Foxfield shall provide the County with a Certificate reflecting that coverage.

13. Foxfield agrees to continue to maintain its Liability Reserve Escrow Fund ("Fund"), as established pursuant to the 1997 calendar year Agreement for Services and maintained in subsequent Agreements.

A. If the County or Sheriff or his staff incur and/or receive any costs, attorney's fees, damages, judgments or awards as the result of Sheriff's employees performing work under the Agreement, and said amounts are not covered by the Foxfield's liability insurance for Sheriff's employees, Foxfield agrees to pay up to the total amount of money existing in the Fund at the time to the County for said costs, attorney's fees, damages, judgments or awards, including but not limited to, the costs of defense. Foxfield's obligation to indemnify pursuant to this paragraph, and to provide insurance coverage where applicable, shall survive the termination of this Agreement.

14. Foxfield further agrees to carry Comprehensive General Liability Insurance and Workers Compensation for its town employees for the duration of this Agreement as well as for two years after the Sheriff's services terminate. Foxfield shall provide the County with certificates of insurance reflecting that coverage.

15. Either party may terminate this Agreement with or without good cause shown upon 30 days written notice to the other party prior to termination. In the event of

termination by the County, no damages, liquidated or otherwise, shall inure to the benefit of the County; however, the County will refund a pro-rated portion of the fee paid pursuant to paragraph 4 above.

16. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.

17. Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, with sufficient postage, to the following persons:

For County: Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80120

And (send to both)

Arapahoe County Sheriff's Office  
13101 E. Broncos Parkway  
Centennial, CO 80112

For Foxfield: Town of Foxfield  
P.O. Box 461450  
Foxfield, CO 80046

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

TOWN OF FOXFIELD

\_\_\_\_\_  
Town Clerk                      Date

\_\_\_\_\_  
Mayor                                      Date

ARAPAHOE COUNTY

\_\_\_\_\_  
Tyler S. Brown, Sheriff    Date



## MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Kathleen Schmitz, Town Clerk

DATE: November 16, 2023

RE: Barrel Study Data

### DISCUSSION:

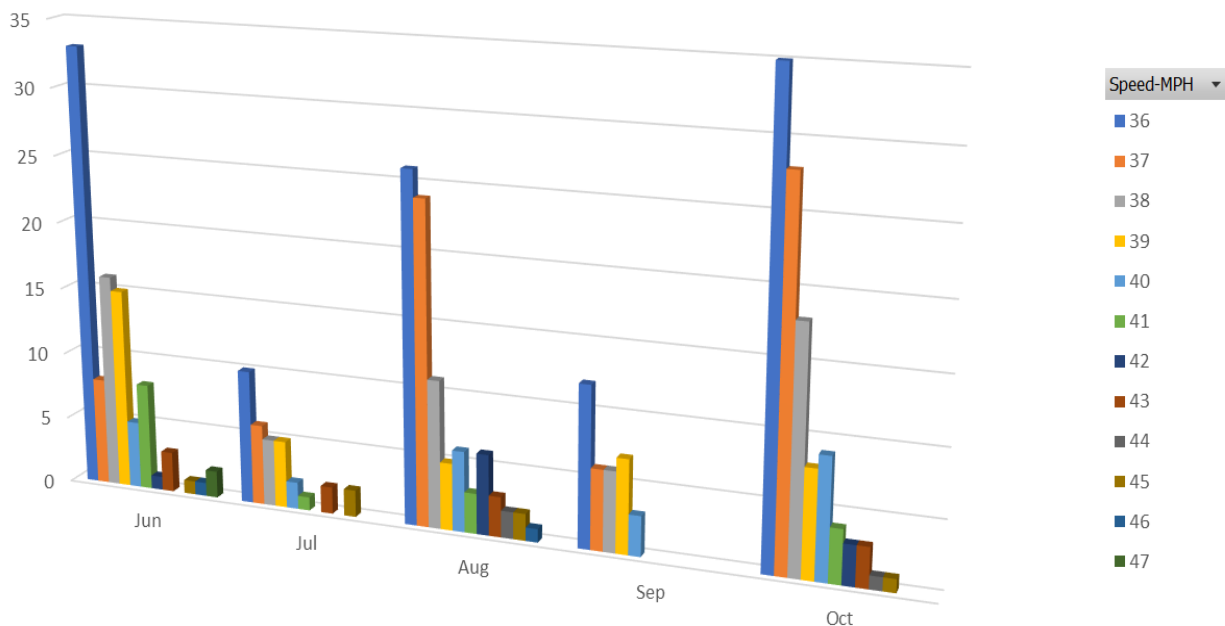
Presented below is the East Hinsdale Avenue traffic data collected from June 2023 to October 31, 2023. However, due to radar issues, the east bound data was only collected through October 19, 2023. To simplify the review, the data provided only includes excessive speeds, which for this exercise are defined as speeds over 35 miles-per-hour ("MPH"). The Staff is seeking direction on the next steps.

### FINDINGS:

- The top excessive speed reported was 47 MPH
- The average excessive speed was 38 MPH
- The median excessive speed was 37 MPH

Count of Speed-MPH

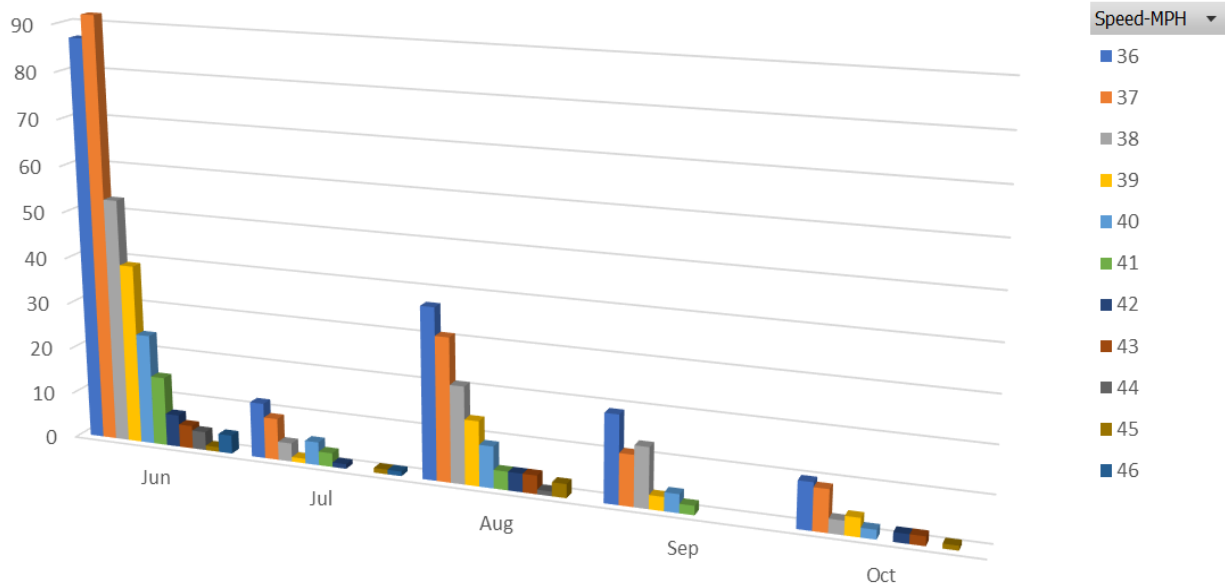
### West Bound Hinsdale Count of Speeds in Excessive of 35



Months (Date/Time)

Count of Speed-MPH

### East Bound Hinsdale Count of Speeds in Excessive of 35



Months (Date/Time)