



**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, November 17, 2022  
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 3, 2022
  - b. Financial Reports – October 2022
5. For Possible Action
  - a. Resolution 2022-07 Approving the Intergovernmental Agreement with the Board of County Commissioners of Arapahoe County
  - b. Approval of the 2023 ACSO Agreement
6. For Discussion
  - a. Ordinance to Prohibit Short Term Rentals
  - b. Gate Tag Pilot Program for Chenango and Chapparral Residents
7. Reports
  - a. Correspondence
  - b. Mayor
  - c. Members of Town Board
  - d. Staff
8. Future Agenda Items
9. Adjournment



## **MINUTES**

### **BOARD OF TRUSTEES MEETING**

**November 3, 2022**

#### **Call to Order/Roll Call**

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

The following Trustees were present in person: Trustee Herold, Trustee Schultz and Trustee Thompson.

The following Trustees were present via Microsoft Teams: Mayor Jones, and Trustee Farreau, Trustee Goddard.

The following Trustee was absent: Trustee Cockrell.

A quorum was present.

#### **Audience Participation**

None

#### **Consent Agenda**

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

- a. Approval of Minutes – October 6 ,2022

The motion passed by unanimous roll call vote.

#### **For Possible Action**

##### **Approval of Text Messaging Vendor--TextMyGov**

Town Clerk Schmitz provided an update on the request for references for TextMyGov, a vendor that provides services related to text messaging between the municipalities and citizens. After discussion, Mayor Jones moved, seconded by Trustee Farreau, to approve the one-year contract for TextMyGov.

The motion passed by unanimous roll call vote.

### **Approval of the Eighth Addendum For Services with Terracare**

Town Administrator Proctor introduced the eighth addendum for the service contract with Terracare.

After discussion Mayor Jones moved, seconded by Trustee Goddard, to approve the Eighth Addendum for Services with Terracare.

The motion passed by unanimous roll call vote.

### **Resolution 2022-07 Approving the Intergovernmental Agreement with the Board of County Commissioners of Arapahoe County**

Town Administrator Proctor introduced Resolution 2022-07, which outlines the maintenance responsibilities for Arapahoe Road within The Town of Foxfield's jurisdiction. The Intergovernmental Agreement between The Town of Foxfield and the Arapahoe County addresses costs, access, funding, maintenance and improvements.

After discussion, there was a request to clarify what sections of Arapahoe Road are within Town of Foxfield's jurisdiction and have the language in the Intergovernmental Agreement match what the maps show. The item was tabled until the next Board meeting.

### **For Discussion**

### **Ordinance 2022-02 Adding a Definition of Short-Term Rentals to Section 16-6-10 of the Foxfield Municipal Code**

Town Administrator Proctor introduced a draft for Ordinance 2022-02 Adding a Definition of Short-Term Rentals to Section 16-6-10 of the Foxfield Municipal Code. The ordinance, if passed, would ban all short-term rentals.

After discussion, it was concluded that the draft language was too vague; therefore, the Board requested revisions.

### **Master Plan Proposal from SAFEbuilt**

Town Administrator Proctor introduced a proposal from SAFEbuilt for services relating to the Master Plan update and asked how the Board would like to proceed. Based on the proposal, the consensus was to pursue the administrative refresh, which was the middle tier of service.

### **Gate Tag Pilot Program for Chenango and Chapparral Residents**

Trustee Farreau introduced a one-year Pilot Program, allowing a limited number of tags be made available to Chenango and Chapparral residents.

Allyson Zoellner, of E. Costilla Avenue, spoke in opposition to the program.

No decision was reached as questions regarding fees, administration, impact and community input were raised.

The matter will be discussed again after more data and input is gathered.

### **MFSD Funds for Youth Programs**

Town Clerk Schmitz updated the Board on the results of MFSD Fund usage survey. The survey results indicated a desire for community events with a focus on children's activities.

### **Reports**

#### **Mayor**

Mayor Jones noted additional Chaparral inquiries regarding gate usage.

#### **Members of the Town Board**

Trustee Thompson attended the recent Centennial Airport noise roundtable. She mentioned that complaints from surrounding communities have been growing.

Trustee Farreau reported that the the Town of Foxfield fulfilled a CORA request related to camera data. She also noted there are currently some issues with the gates related to RFID tags. The vendor is working to result the problem.

#### **Staff**

Town Administrator Proctor reported the Colorado Supreme Court denied the Petition for Writ of Certiorari in the Allen v. Town of Foxfield.

Ms. Schmitz updated the Board on the successful completion of the annual CIRSA audit and noted that the CBI audit is ongoing.

### **Future Agenda Items**

Gate Tag Pilot Program  
MFDS Funds  
IGA Arapahoe Road

### **Adjournment**

Mayor Jones adjourned the meeting at 8:22 pm.

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Kathleen Schmitz, Town Clerk

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Lisa Jones, Mayor

**Treasurer's Report  
October 2022**

	Credit	Debit	Balance
<b>1st Bank Checkbook Beginning Balance</b>			<b>\$ 27,937.10</b>
<b><u>Deposits</u></b>			
Colo Interac - gate tags	\$97.00		
Colo Interac - gate violation	\$550.00		
Colo Interac - building permits	\$6,309.65		
Colo Interac - Culvert permit	1,303.50		
Transfer from ColoTrust	15,000.00		
Core Dividend Payment	7,822.38		
Arapahoe County-Open Space Shareback	287.57		
MFSD Distribution	7,222.68		
<b>Total Deposits</b>	<b>\$38,592.78</b>		
<b><u>Disbursements</u></b>			
CORE - 6805 S. Lewiston Way lights		48.56	
CORE - 6773 S. Lewiston Cir SP		21.78	
CORE - Fremont Ave gate		32.20	
CORE - Richfield gate		31.93	
Microsoft Online email hosting		91.30	
HPWC, PC - legal services		80.00	
EFTPS - August payroll tax deposit		2,954.00	
Intermedia		63.17	
Terracare Assoc - public works		6,558.47	
Go Daddy		20.17	
State of Colorado payroll tax deposit		1503	
Jimmy John's (CMCA)		20.27	
Mission Mexican Restaurant (CMCA)		36.72	
Quality Inn (CMCA)		336.6	
ACSO off-duty officers		1,592.00	
DRCOG		300.00	
J & S Contractors Supply		107.60	
ColoTrust transfer to Open Space		3163.3	
Arapahoe County Open Space Usde Tax		846.25	
Crown Control Store		475.8	
ACWWA		367.06	
Storquest		59	
Caselle - monthly support		200	
Kevin Sidel		250	
Emily Allred carpool tag overpayment reimbursement		99	
CORE - 6806 S Parker Road lights		77.37	
SafeBuilt - building, CE, P&Z		3957.11	
Kathleen Schmitz expense reimbursement -retirement event		166.01	
Kathleen Schmitz		3,007.48	
Jeff Briar		369.40	
K. Proctor		4,912.35	
First Bank		10.00	
<b>Total Disbursements</b>		<b>\$ 31,757.90</b>	
<b>1st Bank Checkbook Ending Balance</b>			<b>\$ 34,771.98</b>

**Treasurer's Report  
October 2022**

	Credit	Debit	Balance
<b>ColoTrust General Fund Beginning Balance</b>			
			<b>\$ 1,308,012.46</b>
<b>Deposits</b>			
Cigarette Tax	143.59		
Sales Tax	54,930.62		
Arapahoe County	1,372.53		
Payments due from CTF account	4,252.62		
Payments due to CTF account		2,204.00	
Transfer to Checking		45,000.00	
HUTF	6,670.52		
Public Service	474.77		
Mineral Tax			
Interest Income	3,601.61		
<b>Total Deposits</b>	<b>\$ 71,446.26</b>		
<b>Disbursements</b>			
Transfer to checking			
<b>Total Disbursements</b>		<b>\$ 47,204.00</b>	
<b>ColoTrust General Fund Ending Balance</b>			<b>\$ 1,332,254.72</b>
	Credit	Debit	Balance
<b>ColoTrust CTF Fund Beginning Balance (Lottery Money)</b>			
			<b>\$ 24,622.47</b>
<b>Deposits</b>			
CTF Funds (transferred to GF)		4,252.62	
CTF Funds (transferred From GF)	2,204.00		
Interest Income	61.86		
<b>Total CTF Deposits</b>	<b>\$ 2,265.86</b>		
<b>Disbursements</b>			
Transfer to General Fund			
<b>Total CTF Disbursements</b>		<b>\$ 4,252.62</b>	
<b>ColoTrust CTF Fund Ending Balance</b>			<b>\$ 22,635.71</b>

**Treasurer's Report  
October 2022**

	Credit	Debit	Balance
<b>ColoTrust Open Space - Beginning Balance</b>			
			<b>\$ 209,651.69</b>
<b>Deposits</b>			
Arapahoe County Shareback	3,163.30		
Interest Income	573.76		
<b>Total Deposits</b>	<b>3,737.06</b>		
<b>Disbursements</b>			
<b>Total Disbursements</b>		<b>\$ -</b>	
<b>ColoTrust Open Space Ending Balance</b>			<b>\$ 213,388.75</b>
	Credit	Debit	Balance
<b>ColoTrust Amer Rescue Plan - Beginning Balance</b>			
			<b>\$ 158,999.10</b>
<b>Deposits</b>			
Interest Income	433.37		
<b>Total Deposits</b>	<b>\$ 433.37</b>		
<b>Disbursements</b>			
Transfer to General Fund			
<b>Total Disbursements</b>		<b>\$ -</b>	
<b>ColoTrust Amer Rescue Plan Ending Balance</b>			<b>\$ 159,432.47</b>

**Treasurer's Report  
October 2022**

	2022 End of Month Bank Balances									
	October	September	August	July	June	May	April	March	February	January
1st Bank Checkbook Ending Balance	\$34,771.98	\$27,937.10	\$26,502.28	\$4,389.17	\$10,446.78	\$28,478.84	\$10,472.41	\$25,812.48	-\$8,840.67	\$25,055.50
ColoTrust General Fund Ending Balance	\$1,332,254.72	\$1,308,012.46	\$1,253,413.48	\$1,196,789.93	\$1,135,409.15	\$1,088,006.88	\$1,046,272.96	\$990,252.20	\$926,351.32	\$850,322.43
ColoTrust CTF Fund Ending Balance	\$22,635.71	\$24,622.47	\$24,569.47	\$32,553.87	\$30,267.54	\$30,238.45	\$30,218.14	\$27,604.63	\$27,598.72	\$42,314.97
ColoTrust Open Space Ending Balance	\$213,388.75	\$209,651.69	\$209,200.67	\$208,801.53	\$208,639.53	\$182,550.94	\$182,428.33	\$182,361.00	\$182,321.93	\$186,919.96
ColoTrust Amer Rescue Plan Ending Balance	\$159,432.47	\$158,999.10	\$158,657.04	\$183,726.91	\$85,241.17	\$85,159.18	\$85,102.01	\$85,070.60	\$85,052.39	\$98,297.96
	<b>\$1,762,483.63</b>	<b>\$1,729,222.82</b>	<b>\$1,672,342.94</b>	<b>\$1,626,261.41</b>	<b>\$1,470,004.17</b>	<b>\$1,414,434.29</b>	<b>\$1,354,493.85</b>	<b>\$1,311,100.91</b>	<b>\$1,212,483.69</b>	<b>\$1,202,910.82</b>



TOWN OF FOXFIELD  
BALANCE SHEET  
OCTOBER 31, 2022

GENERAL FUND

ASSETS

10-10220	CASH ON DEPOSIT - 1ST BANK		34,691.07	
10-10310	CASH - COUNTY TREASURER	(	291.68)	
10-10410	INVESTMENT ACCOUNT - COLOTRUST		1,332,254.72	
10-11500	PROPERTY TAX RECEIVABLE		2,119.48	
10-11550	FRANCHISE TAX RECEIVABLE	(	7,822.38)	
10-13110	DUE FROM CTF	(	1,340.88)	
10-13180	DUE FROM OPEN SPACE FUND		1,160.00	
				<hr/>
	TOTAL ASSETS			1,360,770.33

LIABILITIES AND EQUITY

LIABILITIES

10-20100	ACCOUNTS PAYABLE	(	70.91)	
10-21100	PAYROLL PAYABLES	(	.05)	
10-21110	PAYROLL TAXES PAYABLE		2,860.58	
10-22000	A.C. USE TAX PAYABLE		235.85	
10-22210	DEFERRED PROPERTY TAX		2,119.48	
10-22420	LAND USE ESCROW - WORSHAM GRAD		61.87	
10-22470	LAND USE ESCROW - OLOL	(	2,342.66)	
10-22590	LAND USE ESCROW - MILLER		260.19	
10-22700	LAND USE ESCROW - GARRETT		198.43	
10-22720	LAND USE ESCROW - B. JOHNSON	(	403.50)	
10-22730	LAND USE ESCROW - JIN PAK		3,500.00	
10-22765	LAND USE ESCROW - SEEVERS		441.76	
10-22770	LAND USE ESCROW - JACKSON		2,537.00	
10-22780	LAND USE ESCROW - NORDELL		977.45	
10-22785	LAND USE ESCROW - VAUTIER		373.39	
10-22800	LAND USE ESCROW - HEARTLAND	(	287.94)	
10-22815	LAND USE ESCROW - QDOBA		226.87	
10-22820	LAND USE ESCROW - SANITKHUM	(	460.86)	
10-22830	LAND USE ESCROW - MILLER LOT C		187.09	
10-22840	LAND USE ESCROW - MILLER GUEST		196.06	
10-22850	LAND USE ESCROW - GONZALES		2,718.63	
10-22860	LAND USE ESCROW - MOR/FURBERG		50.85	
10-22870	LAND USE ESCROW - WAMBSGANSS	(	177.50)	
10-22880	LAND USE ESCROW- C. JONES		717.77	
10-22890	LAND USE ESCROW - KAPPA CONSUL		195.65	
10-22900	LAND USE ESCROW - BEHR		255.50	
10-22910	LAND USE ESCROW-WAMBSGANSS NEW		883.38	
10-22920	LAND USE ESCROW - KUBALA	(	590.15)	
10-22930	LAND USE ESCROW - MONTANO		200.00	
10-22940	LAND USE ESCROW - ALKAYALI		3,099.75	
10-23110	DUE TO OTHER FUNDS		287.57	
				<hr/>
	TOTAL LIABILITIES			18,251.55

FUND EQUITY

TOWN OF FOXFIELD  
BALANCE SHEET  
OCTOBER 31, 2022

GENERAL FUND

10-28970	FUND BAL RESRVD-LAW ENFORCEMNT		21,000.00	
	UNAPPROPRIATED FUND BALANCE:			
10-29800	FUND BALANCE - UNRESTRICTED	1,011,171.55		
	REVENUE OVER EXPENDITURES - YTD	310,347.23		
	BALANCE - CURRENT DATE		1,321,518.78	
	TOTAL FUND EQUITY			1,342,518.78
	TOTAL LIABILITIES AND EQUITY			1,360,770.33

TOWN OF FOXFIELD  
BALANCE SHEET  
OCTOBER 31, 2022

OPEN SPACE FUND

ASSETS

22-10410	INVESTMENT ACCOUNT - COLOTRUST	213,388.75	
22-13120	DUE TO GENERAL FUND	( 1,160.00)	
	TOTAL ASSETS		212,228.75

LIABILITIES AND EQUITY

LIABILITIES

22-20100	ACCOUNTS PAYABLE	1,160.00	
	TOTAL LIABILITIES		1,160.00

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
22-29800	FUND BALANCE	182,296.26	
	REVENUE OVER EXPENDITURES - YTD	28,772.49	
	BALANCE - CURRENT DATE	211,068.75	
	TOTAL FUND EQUITY		211,068.75
	TOTAL LIABILITIES AND EQUITY		212,228.75

TOWN OF FOXFIELD  
BALANCE SHEET  
OCTOBER 31, 2022

AMERICAN RESCUE PLAN FUND

ASSETS

23-10410	INVESTMENT ACCOUNT - COLOTRUST		159,432.47	
	TOTAL ASSETS			159,432.47

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
23-29800	FUND BALANCE	85,039.10		
	REVENUE OVER EXPENDITURES - YTD	74,393.37		
	BALANCE - CURRENT DATE		159,432.47	
	TOTAL FUND EQUITY			159,432.47
	TOTAL LIABILITIES AND EQUITY			159,432.47

TOWN OF FOXFIELD  
BALANCE SHEET  
OCTOBER 31, 2022

CTF

ASSETS

31-10410	INVESTMENT ACCOUNT - COLOTRUST	22,635.71	
	TOTAL ASSETS		22,635.71

LIABILITIES AND EQUITY

LIABILITIES

31-23110	DUE TO GENERAL FUND	127.27	
	TOTAL LIABILITIES		127.27

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
31-29800	FUND BALANCE	27,183.16	
	REVENUE OVER EXPENDITURES - YTD	( 4,674.72)	
	BALANCE - CURRENT DATE	22,508.44	
	TOTAL FUND EQUITY		22,508.44
	TOTAL LIABILITIES AND EQUITY		22,635.71

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES AND FRANCHISE FEES</u>					
10-31-111 CURRENT PROPERTY TAX	22.38	117,520.32	119,640.00	2,119.68	98.2
10-31-121 SPECIFIC OWNERSHIP TAX	618.53	6,305.32	7,000.00	694.68	90.1
10-31-161 XCEL FRANCHISE FEE	474.77	10,170.89	7,000.00	( 3,170.89)	145.3
10-31-162 CORE FRANCHISE FEE	.00	11,089.15	22,000.00	10,910.85	50.4
10-31-163 CABLE TELEVISION FEES	.00	2,783.10	4,800.00	2,016.90	58.0
10-31-191 CURRENT PROPERTY TAX INTEREST	4.03	111.60	100.00	( 11.60)	111.6
10-31-311 SALES TAX	54,930.62	474,648.67	450,000.00	( 24,648.67)	105.5
10-31-312 USE TAX	2,154.56	22,941.43	20,000.00	( 2,941.43)	114.7
TOTAL TAXES AND FRANCHISE FEES	58,204.89	645,570.48	630,540.00	( 15,030.48)	102.4
<u>LICENSES AND PERMITS</u>					
10-32-211 LIQUOR LICENSES	.00	297.50	300.00	2.50	99.2
10-32-215 BUSINESS LICENSES	.00	210.00	350.00	140.00	60.0
10-32-219 COMMUNIQUE ADS	.00	.00	200.00	200.00	.0
10-32-221 BUILDING PERMITS	3,487.15	34,593.99	35,000.00	406.01	98.8
10-32-222 STREET CUT PERMITS/ROW	400.00	400.00	300.00	( 100.00)	133.3
10-32-223 GRADING PERMITS	.00	.00	150.00	150.00	.0
10-32-224 ZONING REVIEW REVENUE	.00	1,200.00	100.00	( 1,100.00)	1200.0
10-32-225 ENGINEERING REVIEW REVENUE	903.50	1,051.50	500.00	( 551.50)	210.3
10-32-226 DRIVEWAY PERMITS	.00	1,100.00	250.00	( 850.00)	440.0
TOTAL LICENSES AND PERMITS	4,790.65	38,852.99	37,150.00	( 1,702.99)	104.6

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL</u>					
10-33-321 MOTOR VEHICLE REGISTRATN FEES	281.00	3,069.03	3,500.00	430.97	87.7
10-33-342 CIGARETTE TAX	143.59	685.49	1,200.00	514.51	57.1
10-33-350 SEVERANCE TAX	.00	885.35	400.00	( 485.35)	221.3
10-33-352 HIGHWAY USER TAX	6,670.52	32,165.65	30,000.00	( 2,165.65)	107.2
10-33-360 MINERAL LEASE	.00	230.15	133.00	( 97.15)	173.1
10-33-371 COUNTY ROAD/BRIDGE LEVY	.00	2,013.01	6,724.00	4,710.99	29.9
TOTAL INTERGOVERNMENTAL	7,095.11	39,048.68	41,957.00	2,908.32	93.1
<u>CHARGES FOR SERVICES</u>					
10-35-510 TRAFFIC COURT REVENUES	.00	1,132.39	500.00	( 632.39)	226.5
10-35-540 CHARGEBACK ADMINISTRATION FEE	.00	.00	100.00	100.00	.0
TOTAL CHARGES FOR SERVICES	.00	1,132.39	600.00	( 532.39)	188.7
<u>MISCELLANEOUS</u>					
10-36-600 GATE VIOLATION	550.00	1,550.00	.00	( 1,550.00)	.0
10-36-611 INTEREST EARNINGS	3,601.61	12,941.50	600.00	( 12,341.50)	2156.9
10-36-680 MISCELLANEOUS/OTHER INCOME	( 168.01)	1,069.58	1,000.00	( 69.58)	107.0
10-36-681 MFSD YOUTH PROGRAM DIST	7,222.68	7,222.68	.00	( 7,222.68)	.0
TOTAL MISCELLANEOUS	11,206.28	22,783.76	1,600.00	( 21,183.76)	1424.0
TOTAL FUND REVENUE	81,296.93	747,388.30	711,847.00	( 35,541.30)	105.0

TOWN OF FOXFIELD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-41-110 PERSONNEL EXPENSES	10,353.90	119,972.29	138,273.00	18,300.71	86.8
10-41-116 PAYROLL TAXES	792.07	9,177.87	10,578.00	1,400.13	86.8
10-41-118 WORKERS COMPENSATION INS.	.00	810.00	800.00	( 10.00)	101.3
10-41-120 SUPPLIES/MATERIALS	.00	60.48	700.00	639.52	8.6
10-41-130 POSTAGE/BULK MAIL CHARGES	.00	453.44	450.00	( 3.44)	100.8
10-41-140 PRINTING	.00	.00	50.00	50.00	.0
10-41-141 NEWSLETTER	.00	.00	50.00	50.00	.0
10-41-143 MUNICIPAL CODE SUPPLEMENTS	.00	1,929.78	1,500.00	( 429.78)	128.7
10-41-145 LEGAL NOTICES	.00	65.30	250.00	184.70	26.1
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	80.00	12,789.57	15,000.00	2,210.43	85.3
10-41-160 COUNTY TREASURER FEES	.26	1,176.33	1,196.00	19.67	98.4
10-41-170 COMMUNICATIONS/IT	220.17	3,483.06	2,800.00	( 683.06)	124.4
10-41-171 TELEPHONE/INTERNET	63.17	1,410.79	1,500.00	89.21	94.1
10-41-172 E-MAIL SERVER	91.30	427.17	500.00	72.83	85.4
10-41-180 INSURANCE	.00	7,082.38	7,080.00	( 2.38)	100.0
10-41-182 MEMBERSHIP/DUES/TRAINING	693.59	3,922.67	4,000.00	77.33	98.1
10-41-190 MISCELLANEOUS EXPENSE	.00	2,096.94	25,000.00	22,903.06	8.4
10-41-192 BANK SERVICE CHARGES	10.00	24.00	24.00	.00	100.0
TOTAL ADMINISTRATION	12,304.46	171,882.07	216,801.00	44,918.93	79.3
<u>ELECTIONS</u>					
10-42-121 ELECTIONS - JUDGES	.00	.00	300.00	300.00	.0
10-42-131 ELECTION EXPENSES	.00	.00	400.00	400.00	.0
TOTAL ELECTIONS	.00	.00	700.00	700.00	.0



TOWN OF FOXFIELD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>JUDICIAL</u>					
10-44-211	MUNICIPAL JUDGE	250.00	2,500.00	3,000.00	500.00	83.3
10-44-220	COURT RELATED EXPENSES	.00	226.66	5,000.00	4,773.34	4.5
	TOTAL JUDICIAL	250.00	2,726.66	8,000.00	5,273.34	34.1
	<u>PUBLIC SAFETY</u>					
10-46-311	LAW ENFORCEMENT	.00	119,662.70	119,640.00	( 22.70)	100.0
10-46-314	OFF DUTY OFFICER PATROLS	1,592.00	15,722.00	5,000.00	( 10,722.00)	314.4
10-46-400	ANIMAL CONTROL	.00	455.00	500.00	45.00	91.0
	TOTAL PUBLIC SAFETY	1,592.00	135,839.70	125,140.00	( 10,699.70)	108.6
	<u>PUBLIC WORKS</u>					
10-48-451	PLANNING	( 432.09)	835.91	5,000.00	4,164.09	16.7
10-48-452	ENGINEERING	.00	7,364.90	17,000.00	9,635.10	43.3
10-48-453	CODE ENFORCEMENT	1,368.75	8,486.25	10,000.00	1,513.75	84.9
10-48-454	SNOW REMOVAL	.00	31,890.00	25,000.00	( 6,890.00)	127.6
10-48-455	ROW AND ISLAND MAINTENANCE	4,232.60	35,288.80	52,000.00	16,711.20	67.9
10-48-456	TRAFFIC CONTROL/SIGNAGE	107.60	2,966.80	1,500.00	( 1,466.80)	197.8
10-48-457	BUILDING PERMIT EXPENSES	2,588.36	19,258.00	25,000.00	5,742.00	77.0
10-48-458	ST. CUT/ROW PERMIT EXPENSES	.00	.00	300.00	300.00	.0
10-48-459	STREET LIGHTS	125.93	1,156.52	1,200.00	43.48	96.4
10-48-460	ENGINEERING ROAD MAINTENANCE	475.80	9,738.30	17,000.00	7,261.70	57.3
10-48-461	GATE ELECTRICITY & MAINTENANCE	171.85	3,331.10	6,000.00	2,668.90	55.5
10-48-500	COMM EVENTS (PARADE,DIRECTORY)	.00	4,283.03	6,000.00	1,716.97	71.4
10-48-600	STORAGE UNIT	59.00	472.00	675.00	203.00	69.9
	TOTAL PUBLIC WORKS	8,697.80	125,071.61	166,675.00	41,603.39	75.0

TOWN OF FOXFIELD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL EXPENDITURES</u>					
10-58-800 CAPITAL EXP > \$5,000.00	.00	1,521.03	302,000.00	300,478.97	.5
TOTAL CAPITAL EXPENDITURES	.00	1,521.03	302,000.00	300,478.97	.5
TOTAL FUND EXPENDITURES	22,844.26	437,041.07	819,316.00	382,274.93	53.3
NET REVENUE OVER EXPENDITURES	58,452.67	310,347.23	( 107,469.00)	( 417,816.23)	288.8

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

OPEN SPACE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
22-30-130 ARAPAHOE CO OPEN SPACE DISTRIB	3,163.30	28,921.37	20,000.00	( 8,921.37)	144.6
22-30-611 INTEREST EARNINGS	573.76	2,171.12	100.00	( 2,071.12)	2171.1
TOTAL REVENUES	3,737.06	31,092.49	20,100.00	( 10,992.49)	154.7
TOTAL FUND REVENUE	3,737.06	31,092.49	20,100.00	( 10,992.49)	154.7
<u>EXPENDITURES</u>					
22-40-511 MAINTENANCE	2,320.00	2,320.00	4,000.00	1,680.00	58.0
TOTAL EXPENDITURES	2,320.00	2,320.00	4,000.00	1,680.00	58.0
TOTAL FUND EXPENDITURES	2,320.00	2,320.00	4,000.00	1,680.00	58.0
NET REVENUE OVER EXPENDITURES	1,417.06	28,772.49	16,100.00	( 12,672.49)	178.7

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

AMERICAN RESCUE PLAN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUE</u>					
23-30-150	AMERICAN RESCUE PLAN FUNDS	.00	98,277.76	98,277.00	( .76)	100.0
23-30-611	INTEREST INCOME	433.37	1,503.19	20.00	( 1,483.19)	7516.0
	TOTAL REVENUE	433.37	99,780.95	98,297.00	( 1,483.95)	101.5
	TOTAL FUND REVENUE	433.37	99,780.95	98,297.00	( 1,483.95)	101.5
	<u>GOVERNMENT SERVICES</u>					
23-41-140	GOVT SERVICES- ADMIN EXP	.00	.00	50,000.00	50,000.00	.0
23-41-141	GOVT SERVICES-GATE EXPENSES	.00	5,387.58	.00	( 5,387.58)	.0
	TOTAL GOVERNMENT SERVICES	.00	5,387.58	50,000.00	44,612.42	10.8
	<u>GRANT EXPENDITURES</u>					
23-42-140	SMALL BUSINESS GRANTS	.00	20,000.00	.00	( 20,000.00)	.0
	TOTAL GRANT EXPENDITURES	.00	20,000.00	.00	( 20,000.00)	.0
	TOTAL FUND EXPENDITURES	.00	25,387.58	50,000.00	24,612.42	50.8
	NET REVENUE OVER EXPENDITURES	433.37	74,393.37	48,297.00	( 26,096.37)	154.0

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

CTF

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUES</u>					
31-30-611	INTEREST EARNINGS	61.86	283.67	30.00	( 253.67)	945.6
31-30-634	CTF DISTRIBUTION	2,204.00	7,047.54	7,800.00	752.46	90.4
	TOTAL REVENUES	2,265.86	7,331.21	7,830.00	498.79	93.6
	TOTAL FUND REVENUE	2,265.86	7,331.21	7,830.00	498.79	93.6
	<u>EXPENDITURES</u>					
31-40-550	MAINTENANCE	388.84	12,005.93	13,000.00	994.07	92.4
	TOTAL EXPENDITURES	388.84	12,005.93	13,000.00	994.07	92.4
	TOTAL FUND EXPENDITURES	388.84	12,005.93	13,000.00	994.07	92.4
	NET REVENUE OVER EXPENDITURES	1,877.02	( 4,674.72)	( 5,170.00)	( 495.28)	( 90.4)

<b><u>TOWN OF FOXFIELD SALES TAX REVENUE</u></b>													
<b><u>2020</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	13,681	26,315	17,643	17,656	35,308	15,430	26,397	16,737	6,319	-6,382	-436	16,721	185,389
Remote	16,404	6,953	6,093	7,135	4,827	4,614	3,551	3,996	4,061	4,478	6,356	6,202	74,670
FVC	19,300	15,748	14,843	18,289	13,248	17,539	18,327	19,117	20,894	19,077	15,822	15,153	207,357
<b>Total</b>	<b>49,384</b>	<b>49,016</b>	<b>38,579</b>	<b>43,081</b>	<b>53,383</b>	<b>37,583</b>	<b>48,275</b>	<b>39,850</b>	<b>31,273</b>	<b>17,174</b>	<b>21,742</b>	<b>38,077</b>	<b>467,416</b>
<b>2020 TOTAL \$467,416</b>													
<b><u>2021</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	19,943	17,025	16,719	20,044	15,559	21,199	20,286	19,725	19,348	22,095	21,457	24,208	237,609
Remote	4,914	3,977	4,283	5,609	12,796	13,014	13,231	17,738	9,000	8,451	8,965	10,728	112,705
FVC	19,477	15,331	14,358	15,508	16,878	20,269	19,098	19,375	24,078	21,542	20,796	20,624	227,334
	<b>44,334</b>	<b>36,333</b>	<b>35,360</b>	<b>41,161</b>	<b>45,233</b>	<b>54,482</b>	<b>52,615</b>	<b>56,838</b>	<b>52,426</b>	<b>52,088</b>	<b>51,219</b>	<b>55,560</b>	<b>577,648</b>
<b>2021 TOTAL \$577,648</b>													
<b><u>2022</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	35,322	25,179	18,488	23,894	27,061	22,707	21,535	18,366	21,373	17,333			231,257
Remote	12,097	7,822	8,154	11,229	10,044	10,627	8,637	9,342	11,280	10,079			99,311
FVC	23,767	18,843	15,448	18,191	17,329	18,912	18,539	17,200	22,278	23,561			194,067
	<b>71,185</b>	<b>51,843</b>	<b>42,091</b>	<b>53,314</b>	<b>54,434</b>	<b>52,245</b>	<b>48,711</b>	<b>44,908</b>	<b>54,931</b>	<b>50,974</b>	<b>0</b>	<b>0</b>	<b>524,636</b>
					<b>2022 YTD TOTAL</b>		<b>\$ 524,636</b>						



## MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: November 17, 2022

RE: Resolution 2022-07 Approving the Intergovernmental Agreement with the Board of County Commissioners of County of Arapahoe

### DISCUSSION:

On August 2, 1994 Arapahoe County passed Resolution No. 1052-94 that supported the incorporation of the Town of Foxfield with the understanding that the stretch of Arapahoe Road to be located within the proposed Town of Foxfield would have the following conditions: Arapahoe Road function as a major arterial, the County would control access to Arapahoe Road and Foxfield will provide land for improvements along Arapahoe Road that were detailed in the County Comprehensive Plan. The resolution also recommended that future IGAs be formed between the County and Foxfield to provide government services for Foxfield, including on Arapahoe Road.

Since the passing of the resolution, the County has made the improvements along Arapahoe Road per the Comprehensive Plan and the Road is currently functioning as a major arterial. The improvements included widening to 6 lanes with transitions to the four-lane section of Arapahoe Road on the eastern limits of this stretch of Arapahoe Road, and enhanced intersection improvements at Buckley and Waco. The County has also performed routine maintenance activities as it relates to asset management and traffic operations and continues to manage Arapahoe Road.

IGA negotiations began in 2006 but stalled as Foxfield and the County could not come to a resolution. Recently, Arapahoe County Public Works and Development began worked on an IGA with Foxfield per the resolution to provide government services along Arapahoe Road and to memorialize the County's agreements in maintaining the stretch of Arapahoe Road where it

runs through the incorporated Foxfield. Over the last year, the Town and County have successfully negotiated terms.

The proposed IGA with Arapahoe County addresses the following items:

- Authorizes the County to maintain Arapahoe Road within Foxfield's limits
- County will continue to control access
- Some HUTF funding will be claimed by the County
- County will perform general maintenance activities as defined by the IGA
- Separate IGAs will be formed for capital improvement projects

The IGA, Section 1.a, was updated to include all lanes of Arapahoe Road within Foxfield from Parker to the Town's eastern boundary. This language matches the maps.

**RECOMMENDED MOTION:**

"I move to approve Resolution 2022-07 Approving the Intergovernmental Agreement with the Board of County Commissioners of Arapahoe County."

**ATTACHMENT:**

Exhibit A: Resolution 2022-07 Approving the Intergovernmental Agreement with the Board of County Commissioners of Arapahoe County



Trustee's Resolution

Resolution No. 07, Series 2022

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FOXFIELD  
APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY  
COMMISSIONERS OF ARAPAHOE COUNTY**

**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 establish agreement for the performance of certain maintenance activities on the segment of Arapahoe Road contemplated hereunder and to provide for funding for the cost of such road maintenance; and

**WHEREAS**, the Town Board believes it is in the best interest of the Town to approve the Intergovernmental Agreement with Arapahoe County to provide for certain road maintenance activities by the county on the segment of Arapahoe Road that is within the jurisdiction of 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 the Intergovernmental Agreement with Arapahoe County 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 \_\_\_\_ 2022, by a vote of \_\_\_\_ yes \_\_\_\_ no.

\_\_\_\_\_  
Lisa Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathleen, Schmitz, Town Clerk

Corey Y. Hoffmann, City Attorney

**INTERGOVERNMENTAL AGREEMENT**  
**between**  
**THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE**  
**and**  
**THE TRUSTEES OF THE TOWN OF FOXFIELD**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between the Board of County Commissioners of the County of Arapahoe ("County") and the Trustees of the Town of Foxfield ("Foxfield" or "the Town"), collectively referred to herein as the "Parties."

**Premises**

**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**, this Agreement is intended to apply to that segment of Arapahoe Road from Parker Road to the eastern boundary of Foxfield (at the eastern section line of Section 28, Township 5 South, Range 66 W), as more particularly described in Section 1.a of this Agreement, and referred to herein as "Arapahoe Road" or the "segment of Arapahoe Road"; said segment of Arapahoe Road is described and shown in the attached Exhibit A, which is incorporated herein by this reference; and

**WHEREAS**, the Parties desire to establish agreement for the performance of certain maintenance activities on the segment of Arapahoe Road contemplated hereunder and to provide for funding for the cost of such road maintenance; and

**WHEREAS**, the Agreement shall be used to address the provisions described in the Board of County Commissioners' Resolution No. 1052-94 for the incorporation of the Town in accordance with CRS 31-2-101 and to serve as an IGA for road maintenance as contemplated in said Resolution; and

**WHEREAS**, County has maintained some or all of the segment of Arapahoe Road described above at its expense since its improvement to an arterial; and

**WHEREAS**, portions of the segment of Arapahoe Road mentioned in Resolution 1052-94 have been annexed by the City of Aurora and the City of Centennial and are under the jurisdiction of those Cities; and

**WHEREAS**, the Agreement is in the interest of the health and safety of the residents of both County and Foxfield.

**Terms**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and premises contained herein, and the mutual benefits to be gained by performance, the Parties hereby agree as follows:

1. **Division of Responsibility.** The Parties agree to provide for the maintenance of Arapahoe Road as follows:
  - a. The County agrees to maintain and control access, as provided herein, for the segment of Arapahoe Road within the jurisdiction of Foxfield from Parker Road to the eastern boundary of the Town. This segment generally includes the lanes of Arapahoe Road that are within the Town boundary and run from Parker Road to the eastern boundary of Foxfield (also known as eastern section line of Section 28, Township 5 South, Range 66 W) approximately 11.96 lane miles of Arapahoe Road. *See*, attached Exhibit A.
  - b. As used herein, maintenance is limited to the following:
    - Snow Plowing and ice removal/per Arapahoe County policy
    - Long line painting
    - Durable markings
    - Signs
    - All signal related maintenance at S. Buckley Rd. and Waco
    - Minor pothole repairs
    - Sweeping
  - c. Crack fill maintenance, asphalt overlay, any surface treatments, concrete, signal replacement, or any other activity or work not identified in 1.b. above are specifically excluded from the maintenance activities that the County will perform under this Agreement. Any projects for these items may be performed through a separate IGA negotiated between the County and Foxfield for each such project. The County and Foxfield agree to cooperate in good faith with the planning for and funding of such projects. For purposes of illustration and future planning for such work by the Parties, the County's estimate for the anticipated cost of maintenance for overlays and crack sealing over the next ten years under this 1.c. is approximately \$1,690,973.
  - d. Responsibility for future road expansion or other capital improvement projects shall be as provided in Section 7 of this Agreement below.
  - e. By approving this Agreement, Foxfield grants the County access to enter the segment of Arapahoe ROW to perform maintenance duties described hereunder and the County shall not be required to seek any further access permit or permission to perform the work.
  - f. This Agreement does not include the lanes of Arapahoe Road that are located within the jurisdictions of the City of Aurora and the City of Centennial

(collectively “the Cities”). The County and the Cities may, nevertheless, elect to arrange through separate IGAs or other agreements to provide for performing maintenance activities for the lanes of Arapahoe Road that are within the jurisdictions of the Cities, as well as for sharing of maintenance on the lanes within Foxfield. Foxfield hereby authorizes Arapahoe County and the City of Aurora and the City of Centennial to perform the maintenance activities described in Section 1.b. above to the extent authorized in any such IGAs other agreements between or among the County and the Cities, and agrees to cooperate with the County and the Cities or City in the execution of such IGAs or agreements as necessary.

2. **Level of Maintenance and Budget Discretion.** County retains all discretion and decisional authority regarding the need for and level of maintenance to be performed under this Agreement and the amount of funding to be budgeted for such maintenance.
3. **Liability and Governmental Immunity.** The parties hereto do not waive any governmental immunity available under CRS 24-10-101, *et seq.*
4. **Funding for Maintenance Described in Paragraph 1.b. Above**
  - a. Highway User Trust Fund (HUTF) The County shall be entitled to claim the annual HUTF for lane miles attributed to the segment of Arapahoe Road within the jurisdiction of Foxfield for which the County is responsible for maintenance under Paragraph 1.b above from the State of Colorado. Foxfield agrees to cooperate with the County in making such annual claims and agrees to execute any documents required by the State of Colorado in order for the County to claim the monies.
  - b. Proportional Sharing of Certain Other Fees or Other Funds as will be collected and distributed to the Town from SB21-260. The Town agrees to allocate those revenues received by the Town from SB21-260, to the extent such funds include revenues attributable to the inclusion of Arapahoe Road within the corporate limits of the Town, to the maintenance activities described in Section 1, subsection c. of this Agreement.
5. **Right-of-Way and Easements.** The Parties agree to cooperate in securing any needed right-of-way or easements required within the other jurisdiction in order to provide for maintenance or as the Parties may agree are needed for a future capital road project.
6. **Permitting Within/Control of Right of Way.** County shall have the right under this Agreement to control access to the segment of Arapahoe Road and shall have final approval over all access, right-of-way, utility, and construction permits within said roadway as defined in Section 1.a. of this Agreement.

- a. Foxfield shall not issue a permit to any third-party for a new driveway, agricultural access, street cut, road or other access to this segment of Arapahoe Road without the County's consent and approval. Upon receipt of such application, in accordance with Paragraph 1.a. above, the application shall be sent to the County with a referral request, including all necessary and applicable supporting documentation (i.e., traffic studies, land use applications, plans, etc.). The County shall respond with either comments/concerns or recommendation for approval of the application. Referral comments or recommendations for approval shall be sent within ten (10) working days from the date the referral was received. Once all information is satisfactory to County for approval, the County will approve the access permit request within ten (10) working days. All comments/concerns must be addressed by the applicant prior to the issuance of the access permit by the County and prior to Building Permit issuance by the Town. The access shall be designed and constructed in accordance with the most restrictive criteria of either the Colorado Department of Transportation Access and Design Standards or Arapahoe County Criteria. The County as the jurisdiction responsible for the maintenance of the segment of Arapahoe Road shall have the authority to decide disputes concerning design and construction issues or standards.
- b. The Town will assure that the County's referral comments are adequately addressed by the permit holder prior to issuance of the permit or approval of the development plan. Referral comments or recommendation for approval shall be sent within ten (10) working days from the date the referral is received. Access permits cannot be unreasonably withheld by the County.
- c. If a new access to Arapahoe Road is not constructed per the requirements of the Access Permit/Driveway Permit, the County reserves the right to physically remove said access/driveway between the fenceline and Arapahoe Road. County will be responsible for approval inspection and acceptance of the access onto Arapahoe Road.
- d. In issuing street cut or other Right-of-Way or Utility Use and Construction permits for Arapahoe Road, the County will work cooperatively with the Town in reviewing and if appropriate approving applications for such permits for the segment of Arapahoe Road; including inspecting work performed under such permits and granting if appropriate final acceptance of work performed under such permits.
- e. For any proposed new access onto Arapahoe Road, the County will make decisions using the most restrictive design criteria and of either the Colorado Department of Transportation Access and Design standards or Arapahoe County criteria. and based on the traffic report of the development project, projected traffic volumes, accessing sight-distance criteria, and other safety considerations.

- f. In making access determinations for proposed new developments along Arapahoe Road, both Parties shall work cooperatively in reviewing and approving, if appropriate, access applications for proposed new developments onto Arapahoe Road, and in inspecting and granting, if appropriate, final acceptance of all work performed with respect to new development access onto Arapahoe Road.
7. **Capital Improvements.** The Parties agree to cooperate on any capital improvements along Arapahoe Road within the jurisdiction of the Town, and as long as the County has maintenance responsibility for any segment of Arapahoe Road within the Town's jurisdiction, the County may after consultation with and input from the Town proceed to design and construct such capital improvements within the right of way as are necessary to meet the traffic demands. The County will utilize professional engineering judgment to design and construct any such improvements. Prior to designing and constructing such capital improvements, the County shall seek input from and consult with Town for its concurrence with the need for and the design of the improvement. Funding for the improvements and specific provisions for the design and construction of such improvements shall be established by separate agreement between the Parties.
8. **Term of Agreement and Termination.**
- a. The Effective Date of this Agreement shall commence from the date of execution by the final party to the Agreement.
  - b. This Agreement shall remain in full force and effect for a period of five (5) years from such Effective Date unless terminated as provided herein.
  - c. Thereafter, this Agreement shall automatically renew for subsequent periods of one (1) year after the initial term, unless, at least sixty (60) days prior to its termination, either party notifies the other party, in writing, of its decision not to renew the Agreement.
  - d. This Agreement may also be terminated at any time by either of parties upon sixty (60) days advance written notice to the other party.
  - e. In the event annexation from a municipality occurs along the unincorporated portion of Arapahoe Road as described in Exhibit A, the Agreement shall be terminated within 60 days of the final annexation.
9. **Successors and Assigns.** The Agreement shall be to the benefit of, and be binding upon, the Parties, their successors, and assigns.
10. **No Third-Party Beneficiaries.** The benefits and burdens of the Agreement shall inure solely to the Parties. There are no third-party beneficiaries of the Agreement.

11. **Applicable Law.** The Agreement shall be governed by and construed in accordance with the law of the State of Colorado.
12. **Non-Appropriation/TABOR.** Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of County payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. This Agreement may be terminated on January 1 of the first fiscal year for which funds are not appropriated. County shall give advance written notice of such termination for non-appropriation as provided in this Agreement. Nothing in this Agreement is intended to be or shall be interpreted as creating a multi-fiscal year obligation within the meaning of Article X, Section 20 of the Colorado Constitution.
13. **Indemnification and Insurance.** To the extent allowed under the law of the State of Colorado, Foxfield shall indemnify and hold Arapahoe County, its elected officials, officers and employees harmless from and against any liability, claims, damages, injuries or death resulting from the performance of the maintenance activities described in this Agreement. Such indemnity obligation shall not apply to claims arising from willful and wanton or intentional misconduct in the performance of such maintenance services. The Parties shall each maintain adequate insurance or self-insurance to protect against any liability not covered by Governmental Immunity.
14. **Non-Waiver.** No waiver of any of the provisions of the Agreement shall be deemed to constitute a waiver of any other of the provisions of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
15. **Severability.** Should any one or more provisions of the Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft such language that will achieve the original intent of the Parties hereto.
16. **Assignability.** Neither Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party.
17. **Liability of the Parties.** Except as may otherwise be provided herein, no Party shall have any obligation whatsoever to repay any debt, financial obligation, or liability of the other Party.
18. **Survival.** Each and every covenant, promise, or term contained in the Agreement shall not merge in any deed or other document executed by either or both Parties to affect the Agreement, but shall survive such instrument.

19. **Headings for Convenience.** The headings, captions, and titles contained herein are for convenience and reference only and are not intended to enlarge or restrict the content thereof.
20. **Entire Agreement.** The Agreement constitutes the entire Agreement between the Parties with respect to the matters addressed herein. Any prior agreements, promises, negotiations, representations, or understandings not expressly set forth in the Agreement are of no force and effect. The Agreement may not be modified except in writing executed by both Parties.
21. **Notice of Communications.** All notice required under the Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States Postal Service mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices shall be sent. *[what about emailed notice??]*



Notice to Arapahoe County:

Chairman  
Board of County Commissioners  
Arapahoe County  
5334 South Prince Street  
Littleton, Colorado 80126-0001

With copy to:

Arapahoe County Attorney  
Arapahoe County  
5334 South Prince Street  
Littleton, Colorado 80126-0001

and

Director  
Department of Public Works and Development  
Arapahoe County  
6924 South Lima Street  
Centennial, Colorado 80112

Notice to Town of Foxfield:

Mayor  
Town Trustees  
Town of Foxfield  
P.O. Box 461450  
Foxfield, CO 80046

With copy to:

Corey Y. Hoffmann, Esq.  
Town of Foxfield Attorney  
Hoffmann, Parker, Wilson & Carberry, PC  
511 16<sup>th</sup> Street, Suite 610  
Denver, Colorado 80202

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective as of the day and year first above written:

**ARAPAHOE COUNTY, STATE OF COLORADO  
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPHAOE:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Bryan Weimer**  
Director, Arapahoe County Department  
Of Public Works and Development  
Pursuant to the Authority of Resolution No. \_\_\_\_.

**TOWN OF FOXFIELD, STATE OF COLORADO  
MAYOR AND TOWN TRUSTEES:**

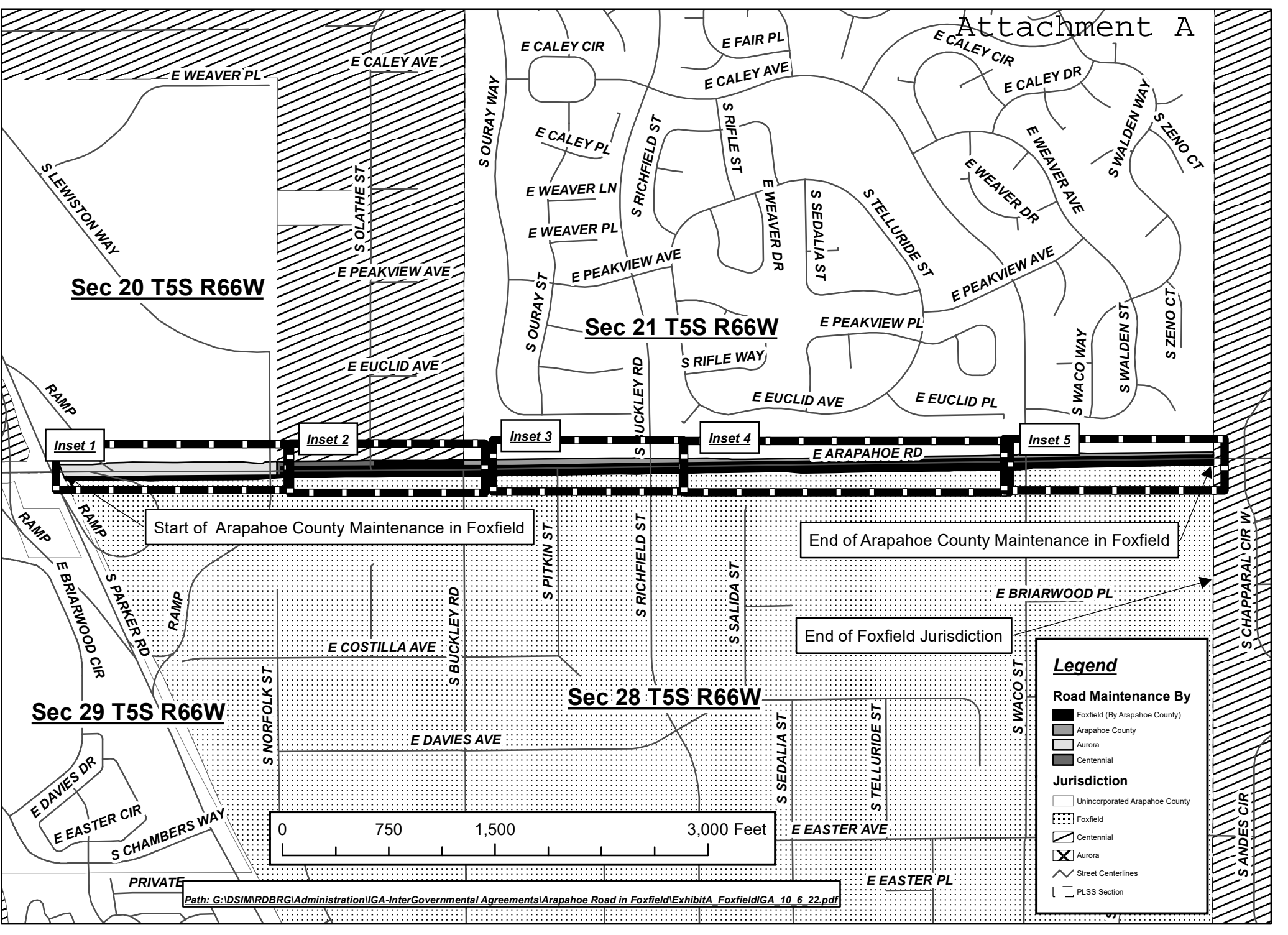
**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Mayor**

**ATTEST**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Clerk to the Trustees**

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Town of Foxfield Attorney**



**Sec 20 T5S R66W**

**Sec 21 T5S R66W**

**Sec 29 T5S R66W**

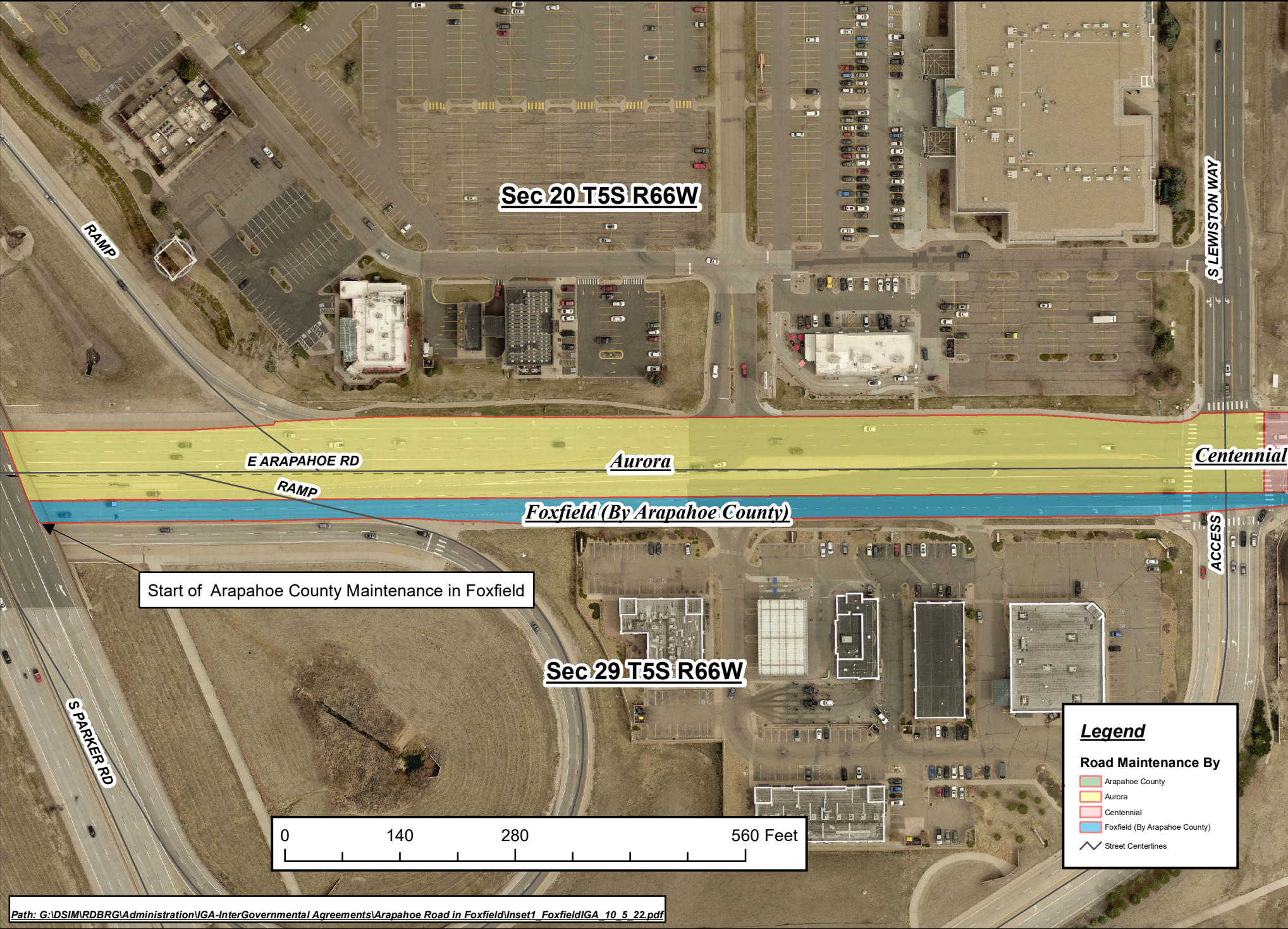
**Sec 28 T5S R66W**

Start of Arapahoe County Maintenance in Foxfield

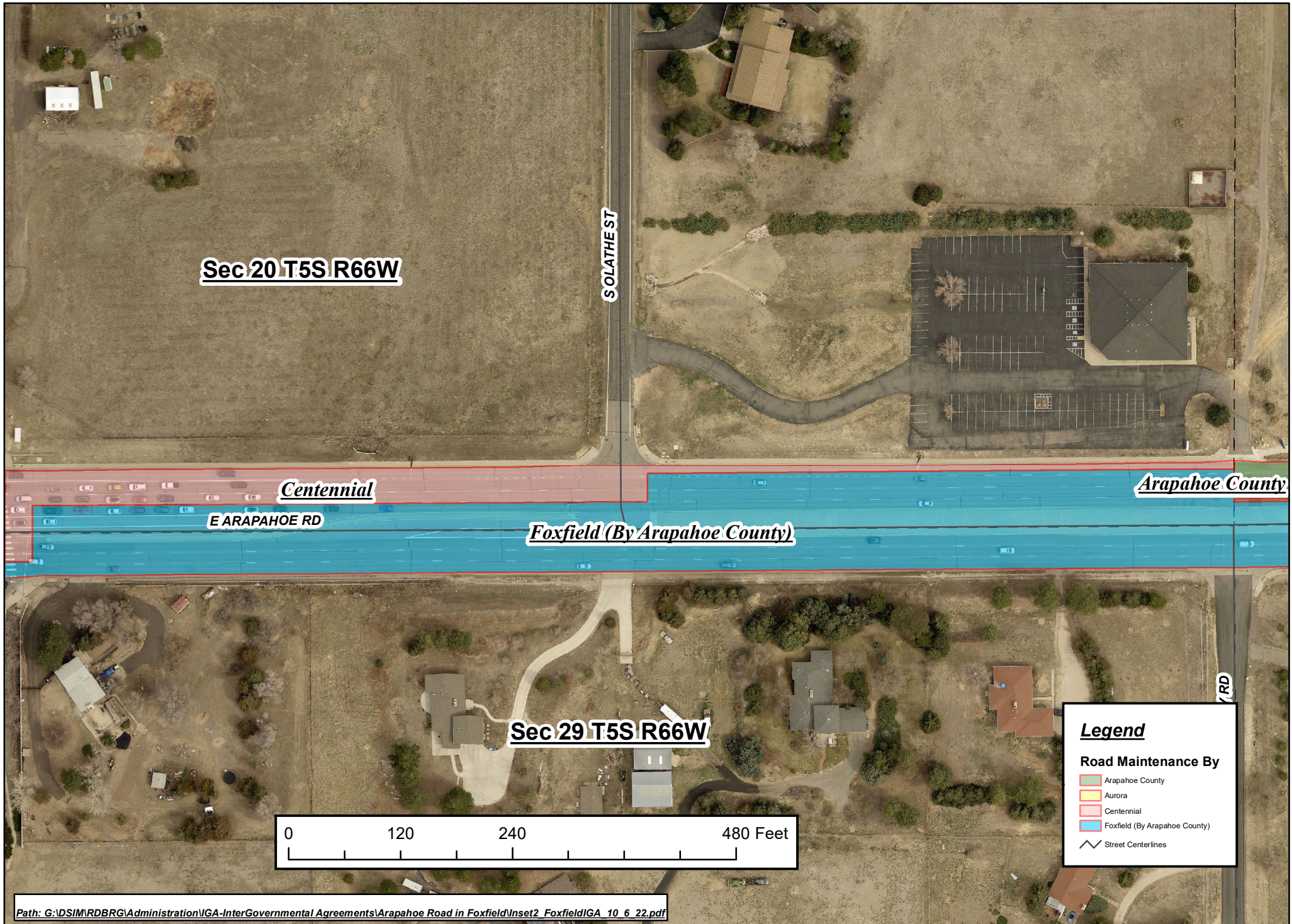
End of Arapahoe County Maintenance in Foxfield

End of Foxfield Jurisdiction











# **Inset 3**

## Attachment A

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**MEMORANDUM**

TO: Mayor Jones and Members of the Board

FROM: Kathleen Schmitz, Town Clerk

DATE: November 17, 2022

RE: 2023 Agreement for Law Enforcement Services

**DISCUSSION:**

Attached for Board consideration is the 2023 Agreement for Law Enforcement Services between the Town of Foxfield and the Arapahoe County Sheriff's Office. The amount due for 2023 is \$117,085.00.

**RECOMMENDED MOTION:**

"I move to approve the 2023 Agreement for Law Enforcement Services as presented."

**ATTACHMENT:**

Exhibit A: 2023 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, 2023.

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, 2023 and shall end as of December 31, 2023.

4. For the law enforcement services provided under this Agreement, Foxfield shall pay to the County \$117,085.00 for the term of this Agreement, which includes dispatch services. Payment of said \$117,085.00 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

ARAPAHE COUNTY

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



**MEMORANDUM**

TO: Mayor Jones and Members of the Board

FROM: Kathleen Schmitz, Town Clerk/Treasurer

DATE: November 17, 2022

RE: Draft Ordinance Amending The Foxfield Municipal Code To Prohibit Short-Term Rentals

**DISCUSSION:**

Attached for Board discussion is a draft Ordinance amending the Foxfield Municipal Code to prohibit short-term rentals.

This draft 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.

**ATTACHMENT:**

Exhibit A: Draft Ordinance 2022-02

Trustee Bill No. \_\_\_\_  
Series of 2022  
Town of Foxfield

Introduced by Trustee

**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, other than (1) a permitted commercial accommodation, (2) ongoing month-to-month tenancy granted to the same renter for the same dwelling, or (3) a house exchange for which there is no payment. Short-term rentals shall not be permitted in any zone district in the Town.

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. \_\_\_\_ Series of 2022, by the Board of Trustees of Foxfield, Colorado, and signed and approved by its Mayor or presiding officers this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Lisa Jones, Mayor

ATTEST:

\_\_\_\_\_  
Kathleen Schmitz, Town Clerk

Town Seal

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



## MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Kathleen Schmitz, Town Clerk/Treasurer

DATE: November 17, 2022

RE: Gate Tag Pilot Program for Chenango and Chapparral Residents Follow-up

### DISCUSSION:

As a follow-up to the November 3, 2022 discussion on the Gate Study Group Non Resident Pilot Program, the staff drafted some initial administrative guidelines and sent a copy to both neighboring community HOAs. The intent was to determine if, given the draft requirements presented, the Chenango and Chapparral HOA Boards would agree to take ownership of tag administration for their respective communities.

The Chenango Board has responded and declined to administer the tag distribution and record keeping for the following reasons:

- The current Chenango Board may be able to enforce the HOA responsibilities, but they can't guarantee that future Boards will. The enforcement of their responsibilities is not sustainable over time.
- If the demand is greater than 25 units, the Chenango Board doesn't want to determine allocation and thus be subject to charges of favoritism.

While no response has been received from the Chaparral Board, if the program were to move forward consistent application is important. The staff is seeking direction on the next steps.