



**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 3, 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 – October 6, 2022
5. For Possible Action
  - a. Approval of Text Messaging Vendor--TextMyGov
  - b. Approval of the Eighth Addendum For Services with Terracare
  - c. Resolution 2022-07 Approving the Intergovernmental Agreement with the Board of County Commissioners of Arapahoe County
6. For Discussion
  - a. Ordinance 2022-02 Adding a Definition of Short-Term Rentals to Section 16-6-10 of the Foxfield Municipal Code
  - b. Master Plan Proposal from SafeBuilt
  - c. Gate Tag Pilot Program for Chenango and Chapparral Residents
  - d. MFSD Funds for Youth Programs
7. Reports
  - a. Correspondence
  - b. Mayor
  - c. Members of Town Board
  - d. Staff
8. Future Agenda Items
9. Adjournment

STUDY SESSION 2023 Proposed Budget



## **MINUTES**

### **BOARD OF TRUSTEES MEETING**

**October 6, 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

The following Trustees were present via Microsoft Teams: Mayor Jones, Trustee Cockrell, Trustee Farreau, Trustee Goddard, Trustee Schultz and Trustee Thompson. A quorum was present.

#### **Audience Participation**

None

#### **Consent Agenda**

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

- a. Approval of Minutes – September 1, 2022

The motion passed by unanimous roll call vote.

#### **For Possible Action**

##### **Resolution 06-2022 A Resolution Revisiting A Traffic Control Gate Policy**

Town Administrator Proctor introduced the revised Policy. Mayor Jones moved approve to Resolution 06-2022 A Resolution Adopting a Traffic Control Gate Policy and Trustee Herold seconded the motion. The Motion passed by unanimous roll call.

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

Town Clerk Schmitz introduced a service proposal from TextMyGov. The proposal encompasses services related to text messaging between the Town and the citizens. After discussion, the Board agreed to discuss the proposal again once references have been validated.

#### **Reports**

##### **Mayor**

Mayor Jones noted that the Town would not be sponsoring a Trunk or Treat event this year. Given that the large majority of participants in years past were not Town of Foxfield residents, the planning and sponsorship of the event will be done by the Our Lady of Loreto staff.

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

Trustee Cockrell advised that the Metro Vision Regional Transportation Plan was updated to eliminate five plans related to lane widening.

Trustee Farreau provided an update on the Carpool Pilot program: to-date 7 tags have been issued related to 4 carpools. Additionally, Trustee Farreau mentioned that the Town should discuss getting remote access to gate information; the access would require internet connectivity.

Trustee Goddard requested a review of cost-of-living increase in the proposed budget to align with current trends.

### **Staff**

Town Administrator Proctor presented the potential for an ordinance to address short term rentals. After discussion, it was agreed that an ordinance to ban short term rentals would be drafted and presented for future discussion.

Town Clerk Schmitz noted that the Caselle cloud migration is complete. Ms. Schmitz Also provided an update on the Carpool Pilot program: to-date 7 tags have been issued related to 4 carpools. The Board agreed to keep the guidelines as written and will continue to monitor results.

Ms Schmitz also noted that the Town received \$7,222.68 related to the sales of the Denver Broncos. The Metropolitan Football Stadium District (MFSD) issued payments to municipalities which are entitled to a one-time sharing amount. The provision of use regarding the distribution requires the funds to be used on youth activity programs.

Ms. Schmitz suggested some possible uses for the funds:

- Open space horseshoe area
- Open space disc golf
- Open space kids picnic table
- Open space small garden area where kids can plant herbs, etc--but someone would have to be willing to help run Saturday clinics
- Children's Book depository in the open space and put install wood stumps for
- seats in the open space for a reading area
- Playground
- Astronomy classes

The Board suggested getting feedback from the community.

Lastly, Ms. Schmitz also informed the board of two audits. The first is an audit for the CBI, related to background checks. As part of the audit, Ms. Schmitz will be designated in several roles that are required (designated Agency Coordinator (TAC) and Local Agency Security Officer (LASO), Secure Document Delivery System (SDDS) Administrator, Primary Billing Contact). The Town will need to update several policies and procedures to abide but the strict use, retention and destruction and access requirements.

The second audit is the annual CIRSA audit.

### **Future Agenda Items:**

Master plan study session

Textmygov feedback

Arapahoe Road

Draft short-term rental

SEH punch list

MFDS distribution follow-up

Fencing on property on Chenago

**Adjournment**

Mayor Jones adjourned the meeting at 8:23 pm.

A handwritten signature in black ink, appearing to read 'KMS', on a light-colored rectangular background.

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Kathleen Schmitz, Town Clerk

A handwritten signature in black ink, appearing to read 'Lisa Jones', on a light-colored rectangular background.

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Lisa Jones, Mayor





**MEMORANDUM**

TO: Mayor Jones and Members of the Board

FROM: Kathleen Schmitz, Town Clerk

DATE: November 3, 2022

RE: Approval of Text Messaging Vendor--TextMyGov

**DISCUSSION:**

Attached is the proposal from TextMyGov, a vendor offering a platform which is specifically designed for communication between the citizens and government agencies. As follow-up to the Board's request to verify references, Staff sought feedback from various Colorado municipalities. Included in Exhibit B are three responses for review. Staff is seeking approval to move forward with onboarding the vendor and including the cost in the 2023 budget.

**ATTACHMENTS:**

**Exhibit A** – TextMyGov Service Proposal

**Exhibit B** – TextMyGov References

# TextMyGov

Exhibit A

TextMyGov  
P.O. Box 3784  
Logan, Utah 84323  
435-787-7222

## Partnership Proposal

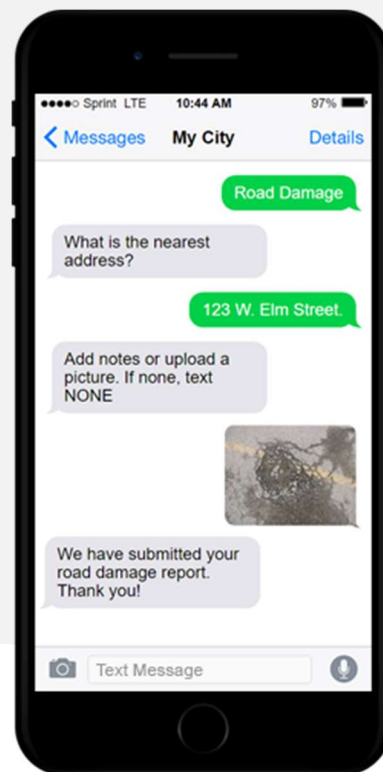
### Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, *97% of smartphone owners text regularly.*

The technology analysts at Compuware reported *that 80 to 90% of all downloaded apps are only used once and then eventually deleted* by users.



### TextMyGov Solutions:

*Communicate, Engage, Boost Website Traffic, Track, and Work*



#### Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



#### Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



## **Boost Website Traffic**

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



## **Track**

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



## **Work**

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

# **Implementation**

## **Getting Started**

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

## **Configuration**

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

## **Media Kit**

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

## **Unlimited Training and Support**

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

## Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an annual recurring charge for a period of one year. The agreement is set to automatically renew on the date of this agreement, after year one. See below for package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at [www.TextMyGov.com/terms](http://www.TextMyGov.com/terms)

**Prepared for:**

Kathleen Schmitz  
Foxfield, CO P.O. Box  
461450, Foxfield,  
CO 80046

**Prepared by:**

Jerica Jensen  
Account Executive  
P.O. Box 3784  
Logan, UT 84323

Package	Package Price	Billing
<b>TextMyGov</b> Package includes: <ul style="list-style-type: none"><li>• TextMyGov Web-Based Software</li><li>• Local Phone Number</li><li>• Short Code Number (for outgoing messages)</li><li>• Unlimited Users</li><li>• Unlimited Departments</li><li>• Unlimited Support for Every User</li><li>• 10 GB Managed online data storage</li><li>• 25,000 Text Messages per year</li></ul>	\$3,000	Annual
Implementation/Setup Fee	\$1,500	One Time
<b>Total (First Year):</b>	\$4,500	<b>First Year</b>
<b>Total (Ongoing):</b>	\$3,000	<b>Annual</b>

**Notes:**

1. This is a one-year contract. After the initial year, the contract can be canceled by providing 60-day written notice.
2. After the initial one-year contract, the agreement will revert to a year to year.
3. Customer is required to put TextMyGov widget on the Agency's Web Home page.
4. This agreement and pricing were provided at the customer's request and are valid until November 1<sup>st</sup>, 2022.
5. Customer is required to provide copy of W-9
6. Invoices will be sent out January 1st, 2023. Terms of invoicing is net 30 days.

## Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual\* cost, upon request.

<b>Enhanced Media &amp; Care Package</b> – Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information- <a href="https://textmygov.com/enhanced-media-care/">https://textmygov.com/enhanced-media-care/</a>	Price based on Population	Annual
<b>Additional Storage</b> – Each unit of storage contains an additional 100 GB.	\$250	Annual
<b>Additional text messages</b> – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	Price based on amount of text messages	Annual

## Agreement Confirmation

### Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

### Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

### Billing Information

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

(Please attach copy of W-9 or Tax Exemption form. Must include FEIN #.)

### Agreement Signature

Name:

Title:

Date:

Signature:

### Widget Contact

Name:

Title:

Email:

Phone:

(This person is responsible for placing the TextMyGov Widget (see options-<https://support.textmygov.com/widget/>) on the agency's website within 60 days of the signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. This agreement was discounted \$1000/annually so the agency understands that they are required to place and maintain the widget on the agency's website.)

## Twilio Contact Authorization

### Twilio Authorized Contacts

Employee Name (1):

Email:

Phone Number:

Job Position:

Business Title:

Employee Name (2):

Email:

Phone Number:

Job Position:

Business Title:

☐ I confirm that my nominated authorized representatives agree to be contacted by Twilio.



### TextMyGov References

Questions:	Town of Blue River	City of Delta	Town of Kremmling
How was the onboarding process?	Very quick and easy. They walk you through it and make sure you have all the options you need.	Very thorough. We had several virtual meetings with TextMyGov to make sure we understood how to use the tool. They were great. We have been live for several months and they are still quick to respond to our questions when they arise.	Onboarding was relatively easy, you just sign up for one of their media packages and they assign one of their company members to assist with setup.
Post onboarding do you have any feedback how much time is spent updating the platform?	I don't spend a lot of time on it. Usually it's if something comes up and I jump on and update it. They also check in every 6 months.	I check it a few times every day. Depending upon the question, it usually takes 2-3 minutes to respond if there isn't already an automated response in the system. I would say 20 minutes or so every normal day. (more if we have a power outage or something like that.)	It didn't take much time, maybe a month or two getting completely set up and up and running, they're extremely efficient.
How does staff feel about the service?	I'm the one that handles it so I'm happy 😊	It's a great way to communicate directly with residents. It is helpful for our Public Works department because of the connection to iWorQ. It streamlines work orders. We also have it set up so that we can send texts to employees who opt-in about holidays and events. It is pretty popular and easy to opt-in or opt-out of.	All the staff love it, it's a great way to send out info/alerts as well as get feedback from the town.

## Exhibit B

Questions:	Town of Blue River	City of Delta	Town of Kremmling
How do residents feel about the service?	We are seeing an increase in usage and people getting used to it.	The ones that use it seem to like it. We have used 2645 messages since about April.	The residents feel the same, unfortunately we haven't marketed it around town enough to have as high of a user volume as we would prefer just yet.
Any lessons learned that you wish to share?	I would just outline all the possible uses you would want with it and then marketing it to the residents. I'm working on a new approach for uses that I hope will bump my outreach numbers up.	None	Be prepared and market more so that you have more community members who are aware and using the platform, overall it's been great and easy to use and the staff member they assigned to help us has been extremely helpful and very flexible with his time in responding to us about issues or questions.





## **MEMORANDUM**

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: November 3, 2022

RE: Eighth Addendum to Agreement for Services with Terracare Associates

### **DISCUSSION:**

On March 20, 2015, the Town of Foxfield entered into an Agreement for Services with Terracare Associates. Attached for approval is the Eighth Addendum to the Agreement for Services with Terracare that will be effective until December 31, 2023. This increase is approximately 10% from the 2022 rates.

### **SUGGESTED MOTION:**

"I move to approve the Eighth Addendum and 2023 pricing agreement with Terracare Associates."

### **ATTACHMENTS:**

Exhibit A: Eighth Addendum to Agreement for Services with Terracare Associates  
Exhibit B: Terracare 2023 Pricing

**EIGHTH ADDENDUM TO AGREEMENT FOR SERVICES**

THIS EIGHTH ADDENDUM TO AGREEMENT FOR SERVICES is made and entered into this day of \_\_\_\_\_, 2022, by and between the Town of Foxfield, State of Colorado (hereinafter referred to as the "Town") and Terracare Associates, (the "Contractor").

**RECITALS:**

- A. On March 20, 2015, the Town and Contractor entered into an Agreement for Services (the "Agreement").
- B. The parties desire to authorize an extension of this Agreement and the 2023 pricing approved in this Eighth Addendum until December 31, 2023.

**AGREEMENT**

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall continue to provide services to the Town as provide in the 2015 Agreement and 2023 pricing in the Seventh Addendum.

- 1. Contractor shall continue to provide the services defined in **Attachment A** for a total contract price of \$69,672.77 in 2023. The pricing attachment contains a provision for Winter Watering of all spruce and pine trees in the amount of \$1,358.80 and snow removal services as needed.
- 2. The original Agreement is in full force and effect and is hereby ratified by the Town and the Contractor.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**TOWN OF FOXFIELD, COLORADO**

By: \_\_\_\_\_  
Lisa Jones, Mayor

ATTEST:

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

**CONTRACTOR**

By: \_\_\_\_\_

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF                )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public

## **AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into this 20<sup>th</sup> day of March, 2015, by and between the Town of Foxfield, a Colorado statutory municipality, (the "Town"), and Terracare Associates, (the "Contractor").

### **RECITALS:**

A. The Town requires personal services as more particularly described in the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by this reference (the "Project").

B. Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the Town services for the Project.

### **I. SCOPE OF SERVICES**

Contractor shall furnish the labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A** to this Agreement.

### **II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY**

The Town shall provide Contractor with reports and such other data as may be available to the Town and reasonably required by Contractor to perform hereunder. No Project information shall be disclosed by Contractor to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Contractor shall be returned to the Town. Contractor is authorized by the Town to retain copies of such data and materials at Contractor's expense.

### **III. OWNERSHIP OF INSTRUMENTS OF SERVICE**

The Town acknowledges that the Contractor's documents are an instrument of the services provided pursuant to this Agreement. Nevertheless, the documents prepared under this Agreement shall become the property of the Town upon completion of the services.

### **IV. COMPENSATION**

A. In consideration for the completion of the services specified herein by Contractor, the Town shall pay Contractor an amount not to exceed fifty-two thousand dollars (\$52,000.00). Payment shall be made in accordance with the schedule of charges and fees in **Exhibit A** to this Agreement, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee

specified herein shall include all fees and expenses incurred by Contractor in performing all services hereunder.

B. Contractor shall submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Contractor under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the Town no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment, pursuant to said late invoice, until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.

C. The Town has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of a timely invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Contractor's written notification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

## **V. COMMENCEMENT AND COMPLETION OF SERVICES**

This Agreement shall commence March 20, 2015, and shall terminate December 31, 2015, unless earlier terminated pursuant to Section XII below. This Agreement will renew for four (4) successive one (1) year contracts, subject to annual appropriation by the Board of Trustees. Notice of non-appropriation for the subsequent year shall be given by the Town no later than December 15

of the preceding year. The Town shall not pay any liquidated damages, penalties, or monetary damages as a result of terminating this Agreement.

## **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute a material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by a written addendum to this Agreement executed by the Town. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation for such work, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

Any changed or additional services provided pursuant to written authorization from the Town shall be subject to all of the terms and conditions set forth in this Agreement; the not-to-exceed maximum fees provided in Section IV above shall be adjusted to reflect the changed or additional fees authorized for the changed or additional services.

## **VII. COMPLIANCE WITH LAW**

The services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

## **VIII. INDEMNIFICATION**

A. **INDEMNIFICATION – GENERAL:** The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Town, its Board members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subconsultants, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the Town, its Board members, its officers, agents and employees from damages resulting from the negligence of the Board members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its Board members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or

subconsultants, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement, if professional services are provided. The Contractor is not obligated under this subparagraph IX.B. to indemnify the Town for the negligent acts of the Town, its Board members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its Board members, officials, officers, directors, agents and employees, the Town shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the Town, its Board members, officials, officers, directors, agents and employees.

## **IX. INSURANCE**

A. Contractor agrees to procure and maintain, during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by Contractor, pursuant to Section IX. Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations or types.

B. Contractor shall procure and maintain, during the life of this Agreement, for itself and any subconsultant, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor, pursuant to Section IX. Indemnification, above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease-policy limit, and Five Hundred Thousand Dollars (\$500,000) disease-each employee. If any work on the Project is sublet, the Contractor shall require each of its subconsultants to provide similar coverage for all of the subconsultant's employees to be engaged in such work. Evidence of

qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

2. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property during the policy period. The policy shall contain a severability of interests provision.

The policy required by this sub-paragraph 2. shall be endorsed to include the Town, its officers, employees and consultants as additional insureds. No additional insured endorsement to the policy required by this sub-paragraph 2. shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence, and One Million Dollars (\$1,000,000) aggregate with respect to each of the Consultant's owned, hired, and nonowned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided by the Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. The completed certificate of insurance shall be sent to:



Town of Foxfield  
Attn: Town Clerk  
P.O. Box 461450  
Foxfield, Colorado 80046-1450

6. It is the affirmative obligation of the Contractor to notify the Town of Foxfield's Town Clerk, as provided in this Agreement, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

7. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement.

8. The parties hereto understand and agree that the Town, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently One Hundred Fifty Thousand Dollars (\$150,000) per person, and Six Hundred Thousand Dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or its employees.

#### **X. NONASSIGNABILITY**

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

#### **XI. TERMINATION**

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the Town's providing Contractor with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Contractor for all services previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Contractor.

#### **XII. CONFLICT OF INTEREST**

The Contractor shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

### **XIII. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Arapahoe, State of Colorado.

### **XIV. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the Town for any purposes.

### **XV. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

### **XVI. ENTIRE AGREEMENT**

This Agreement, and the attached **Exhibits A and B** are the entire Agreement between Contractor and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

### **XVII. NOTICE**


Any notice or communication between Contractor and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town:     Town of Foxfield  
                  Attn: Town Clerk  
                  P.O. Box 461450  
                  Foxfield, Colorado 80046-1450


Contractor:    Terracare Associates  
                  9742 Titan Park Circle  
                  Littleton, CO 80125

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

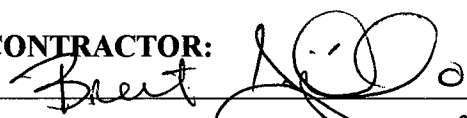
**TOWN OF FOXFIELD**

By:   
Lisa Jones, Mayor

ATTEST:

  
Miranda Gallivan, Town Clerk

**CONTRACTOR:**

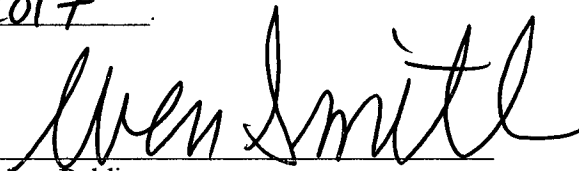
By:   
Name/Title: Brent Trujillo V.P.

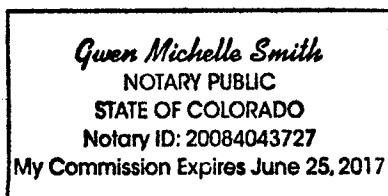
**NOTARY BLOCK:**

STATE OF COLORADO    )  
COUNTY OF Douglas )ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March,  
2015 by Brent Trujillo as V.P. of Terracare Associates.  
My commission expires: 6/25/2017.

SEAL

  
Notary Public



## **EXHIBIT B**

### **SPECIAL PROVISIONS REQUIRED BY HB 1343**

A. **Certification.** By entering into this Agreement, Contractor hereby confirms that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

B. **Prohibited Acts.** Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. **Confirmation.**

1. Contractor has confirmed or attempted to confirm through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

5/16/2016

DATE (MM/DD/YYYY)  
1/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Zurich American Insurance Company	16535
INSURED	TERRACARE ASSOCIATES, LLC 1317255 8201 SOUTHPARK LANE, SUITE 110 LITTLETON CO 80120	INSURER B : Great American Insurance Company	16691
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

## COVERAGES DIV262

CERTIFICATE NUMBER: 13855109

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

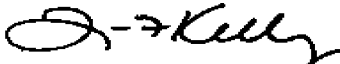
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	GLO 0117282-00	5/16/2015	5/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAP 0117281-00	5/16/2015	5/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	TUU0332721-06	5/16/2015	5/16/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 0117283-00	5/16/2015	5/16/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

13855109 Town of Foxfield P.O. Box 461450 Foxfield CO 80046	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2014/01)

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# Exhibit B



## Town of Foxfield Landscape Services 2023

Item #	Maintenance Services	Per Occurrence Price 2023	# of Occ / Year	Price Per Year 2023
1	ROW - mow, trim, remove trash	\$5,558.73	6	\$33,352.38
2	Easements - mow, trim, remove trash (New in 2020)	\$1,266.72	6	\$7,600.32
3	Arapahoe/Ring Road & Open Space - Mow, trim, spot spray or pull weeds as needed, remove trash and empty trash cans every two (2) weeks	\$2,077.50	6	\$12,465.00
4	Arapahoe/Ring Road & Open Space - Apply broadleaf weed spray. Bag thistle as needed. To include the section by drainageway.	\$1,269.45	2	\$2,538.90
5	Arapahoe/Ring Road & Open Space - Irrigation maintenance	\$119.04	8	\$952.32
6	Arapahoe/Ring Road & Open Space - Tunnel light bulbs replacement	\$89.84	2	\$179.68
7	Islands - Mow, weed eat, trim trees and bushes, spray or pull weeds, remove trash	\$314.43	12	\$3,773.16
8	Plant Health Care - Aphid & Mite Spray - All trees & Shrubs	\$988.22	2	\$1,976.44
9	Plant Health Care - Pine Beetle Spray - All trees	\$1,352.06	2	\$2,704.12
10	Plant Health Care - Tree fertilizer with Myorrhizae	\$2,028.09	1	\$2,028.09
11	Dog waste stations (4) - Empty/service stations weekly	\$40.43	52	\$2,102.36
Total:				\$69,672.77

Twelve equal Monthly Payments **\$5,806.06**

Item #	Additional Maintenance Services	Per occurrence 2023	# of Occ / Year	Price Per Year 2023
1	Winter Water All Spruce and Pines October-March.	\$1,358.80	Must be pre-authorized by the Town	
2	Snow Removal Services 2023	See Attached Rates		

By:   
 Terracare Associates, LLC.  
 Authorized Signature

11 Oct 2022  
 DATE

By: \_\_\_\_\_  
 Town of Foxfield  
 Authorized Signature

\_\_\_\_\_  
 DATE

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**2022-2023 (5006 PI) SNOW PRICING**

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**SNOW MAINTENANCE****2022-2023**

<u>\$ 145.00</u>	<u>Per hour, pick-up truck with 7.5-foot plow</u>
<u>\$ 67.00</u>	<u>Per hour, hand shoveling laborer</u>
<u>\$ 145.00</u>	<u>Per hour, Pick-up Sander/Ice Slicer truck, plus materials at \$308.00 ton</u>
<u>\$ 67.00</u>	<u>Per hour, ice melt plus material at \$1.10/lb.</u>
<u>\$ 94.00</u>	<u>Per hour, snow blower or broom</u>
<u>\$ 113.00</u>	<u>Per hour, ATV w/blade</u>
<u>\$ 175.00</u>	<u>Per hour, Skid Steer, or tractor with bucket</u>
<u>\$ 266.00</u>	<u>Per hour, front end loader, 3 yards</u>
<u>\$ 266.00</u>	<u>Per hour, front end loader, 3 yards with 12-foot pusher</u>
<u>\$ 272.00</u>	<u>Per hour, dump truck 10 yard</u>
<u>\$ 218.00</u>	<u>Per hour, dump truck 5 yard with plow</u>
<u>\$ 145.00</u>	<u>Per hour, UTV w/ blade</u>

These are our hourly rates for the 2022-2023 snow maintenance season. There is a one (1) hour minimum charge per job site.





## MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: November 3, 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

**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

# Attachment A

**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**

# Attachment A

**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 within the Town boundary from Parker Road to South Buckley Road (where it intersects with Arapahoe Road from the south) and all eastbound lanes of Arapahoe Road from South Buckley 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.

# Attachment A

- 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.

# Attachment A

- 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.

# Attachment A

- 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.



# Attachment A

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.

## Attachment A

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??]*

# Attachment A

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

# Attachment A

**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:**

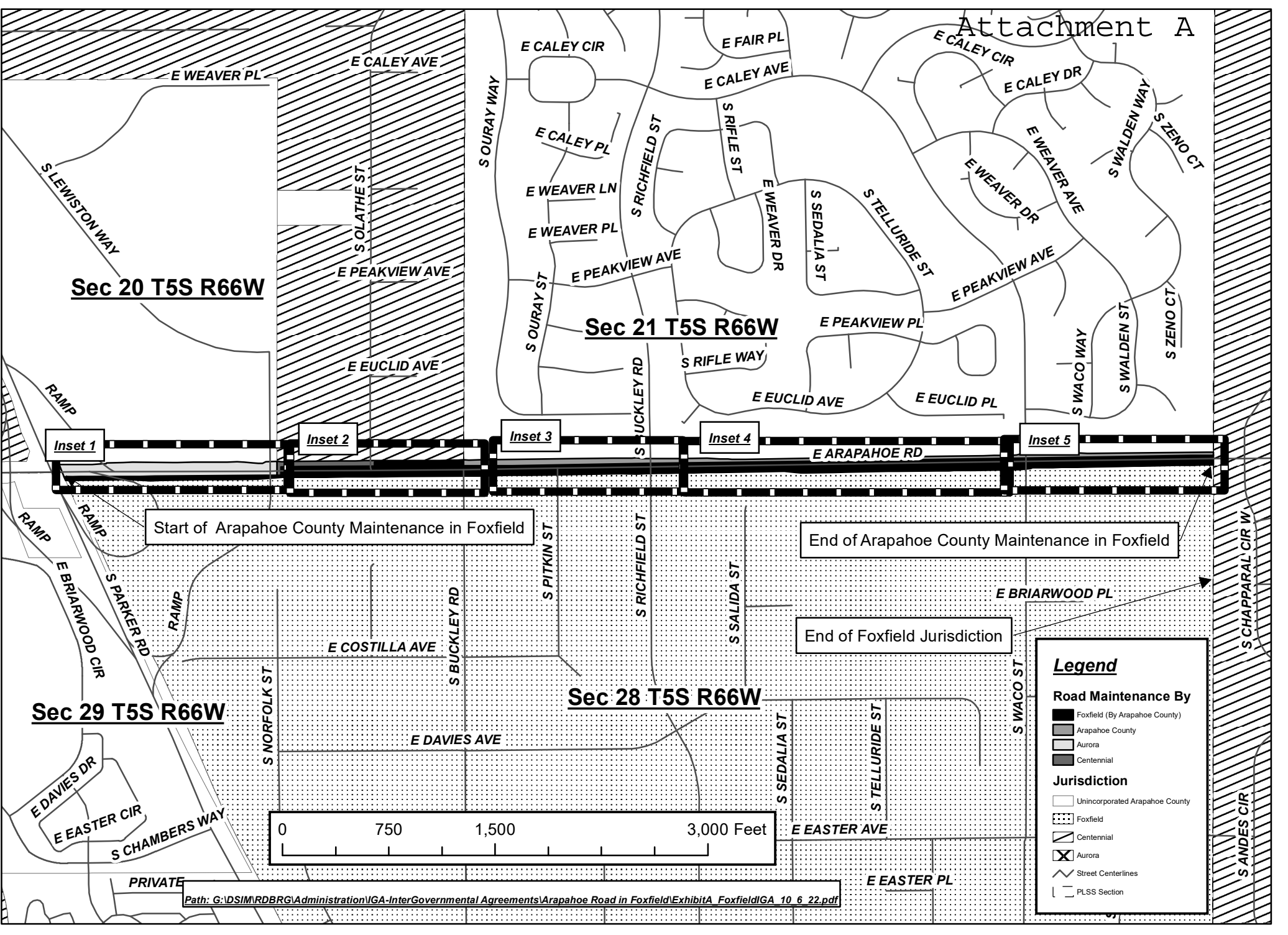
**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Mayor**

**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**

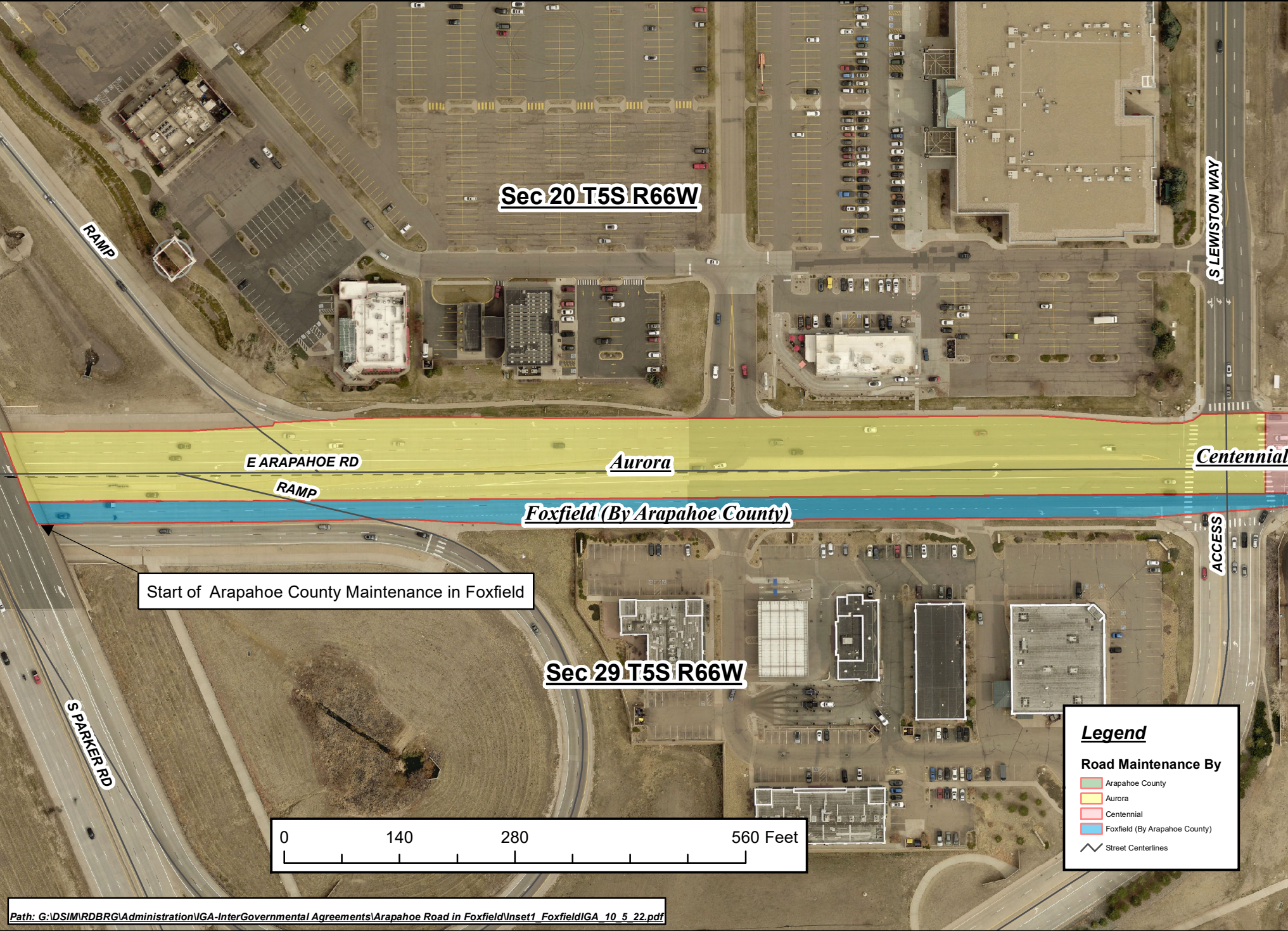
Start of Arapahoe County Maintenance in Foxfield

End of Arapahoe County Maintenance in Foxfield

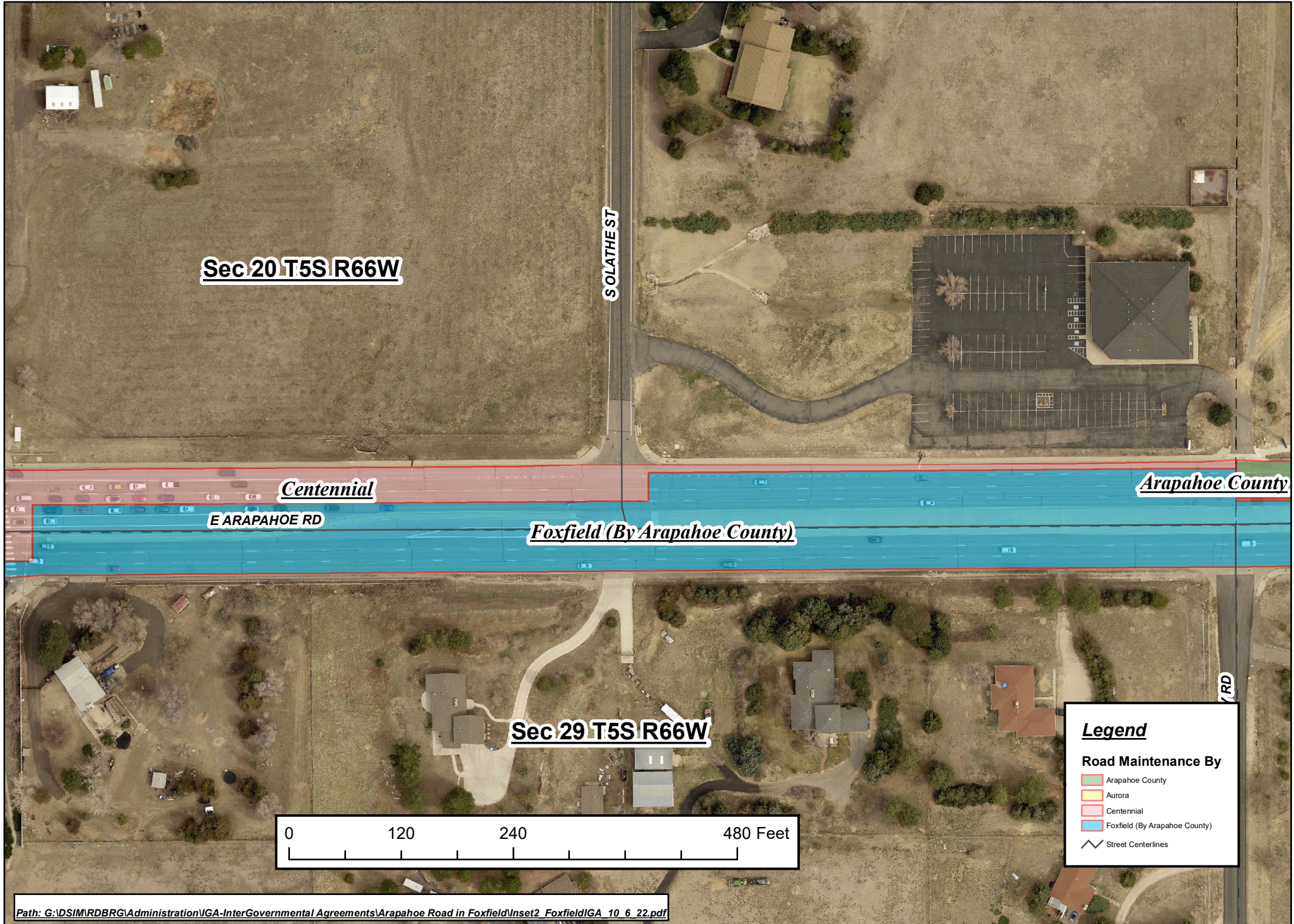
End of Foxfield Jurisdiction



**Inset 1**









# ***Inset 3***

## Attachment A

N



### **Legend**

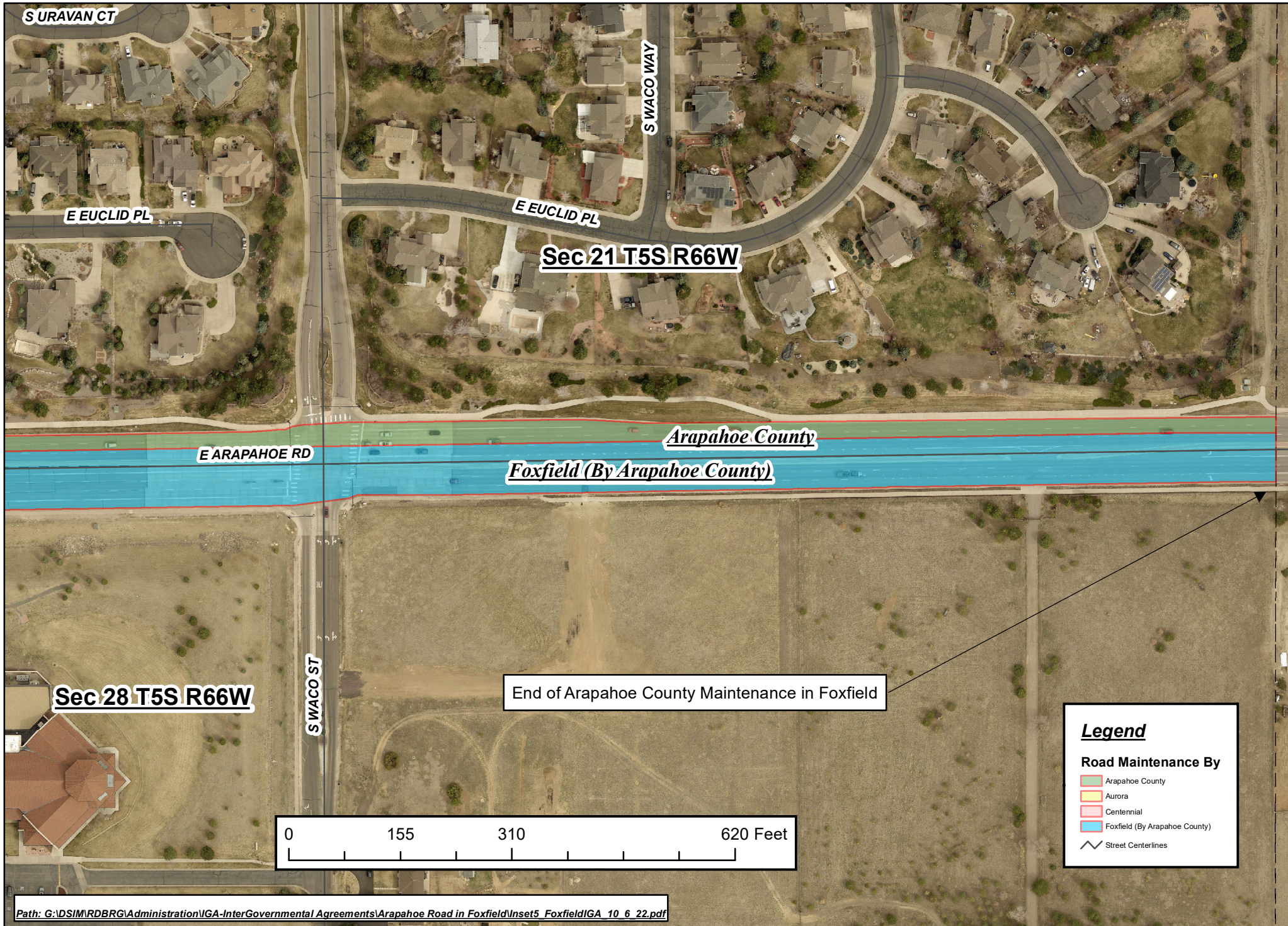
#### **Road Maintenance By**

- Arapahoe County
- Aurora
- Centennial
- Foxfield (By Arapahoe County)
- Street Centerlines













**MEMORANDUM**

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: November 3, 2022

RE: Draft Ordinance Adding a Definition of Short-Term Rentals to Section 16-6-10 of the Foxfield Municipal Code

**DISCUSSION:**

Attached for Board discussion is a draft Ordinance to add a definition of Short-Term Rentals to 16-6-10 of the Foxfield Municipal Code.

This draft ordinance will accomplish banning Short-Term Rentals (STR) because the use is not listed as a permitted use in any district, and there is language that any use not listed is not permitted. Thus, adding a definition of STR clarifies the use was intentionally not listed nor part of any other listed use.

**ATTACHMENT:**

Exhibit A: Draft Ordinance 2022-02

Trustee Bill No. 02  
Series of 2022  
Town of Foxfield

Introduced by Trustee

**A BILL FOR AN ORDINANCE AMENDING SECTION 16-6-10 OF THE  
FOXFIELD MUNICIPAL CODE BY THE ADDITION THERETO OF A  
DEFINITION OF TERM SHORT-TERM RENTALS**

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

Section 1. 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, 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 2. The Town Board of Trustees hereby finds, determines, and declares that this  
Ordinance is promulgated under the general police powers of the Town of Foxfield, that it is  
promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary  
for the preservation of health and safety and for the protection of public convenience and welfare.

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

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

Adopted as Ordinance No. 02 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

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



**MEMORANDUM**

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: November 3, 2022

RE: SAFEbuilt Proposal for Master Plan Services

**DISCUSSION:**

Staff unfortunately has not been successful in getting DOLA and UCD to agree to working with the Town of Foxfield on the Master Plan update. The information I have been given is that DOLA is no longer supporting the low, to no cost option, of working with UCD because it is taking business away from consultants that provide this service. Therefore, staff contacted our planning consultant, SafeBuilt, to see if they could assist the Town with this project.

Attached is a proposal from SAFEbuilt to assist with the update of the Foxfield Master Plan. The proposal outlines three different tiers of service. The tiers, which are detailed in Exhibit A, consist of basic cosmetic updates, administrative updates, and comprehensive updates.

Staff intends to apply for a grant from DOLA for the Master Plan update and Land Use municipal code update. The grant would require the Town to match 50% of the project cost. Town Attorney Hoffmann has provided an estimate of \$5,000 for the code update and if the Board chooses to work with SafeBuilt on the Master Plan update, choosing Tier 3 at \$11,600, the total project cost is estimated at \$16,600. Foxfield would be responsible for \$8,300. ARP funds could be used for this cost.

Staff is seeking direction from the Board on how they would like Staff to proceed.

**ATTACHMENTS:**

**Exhibit A** – SAFEbuilt Master Plan update proposal

**MEMO**

**To:** Karen Proctor, Town Administrator, Town of Foxfield

**From:** Travis Reynolds, Colorado Planning Manager, SAFEbuilt Studio

**Date:** 10/25/2022

**Re:** Master Plan update proposal

SAFEbuilt Studio is pleased to submit the following estimate for services to conduct an update to the existing Comprehensive Plan for the Town of Foxfield. Travis Reynolds will be the Town's client manager for this project. The proposed effort outlines three tiers of potential updates for the Town's Master Plan. The second and third tiers include additional activities and associated fees.

Each cost associated with each tier should be considered "in addition" to the base cost of the initial "Cosmetic Refresh". Additional activities and fees are outlined by "blue" cells in each table.

**Potential Master Plan Update Approaches**

1. **Cosmetic Refresh**. This tier includes simple updates to the existing document, as adopted and amended, to include simple content updates, updates to the document's formatting and layout, and a refresh of maps and images to reflect current information amended since the last formal amendment adoption in 2008.

It should be noted that, since the last adopted amendment, the Colorado Legislature adopted CO Rev. Stat. § 31-23-206 (2016) that requires municipalities to include an element that reflects the provision of recreational and tourism needs for residents of the municipality. It is suggested that the Cosmetic Refresh include this additional content to comply with the updated regulations.

Please see below for primary steps in this process and the anticipated time/costs associated:

Project Phase	Work hours	General estimate
1. Review of the document and scoping with town staff	6-8	\$800.00
2. Changes to document format, grammatical errors, images, and maps	14-16	\$1,600.00
3. Inclusion of recreation and tourism content	3-4	\$400.00
4. Inclusion of policy documents adopted since 2008	4-6	\$600.00
5. Revisions as requested by town staff	2-4	\$400.00
6. Presentation to Town Board for adoption	4-6	\$600.00
<b>TOTAL:</b>	<b>26-36</b>	<b>\$4,400.00</b>

2. **Administrative Refresh** – This approach includes items outlined in #1 above, including more thorough updates to content, interviews with Town staff, Town Board Members, and other decision makers regarding future development issues the Town is facing. \*Please note that we suggest that we may want to circulate some form of simple survey to gauge public response to issues with this approach.

Project Phase	Work hours	General estimate
1. Critical review of the document and scoping with town staff, <b>including additional suggested content.</b>	12-14	\$1,400.00
2. Changes to document format, grammatical errors, images, and maps	14-16	\$1,600.00
3. Inclusion of recreation and tourism content	3-4	\$400.00
4. Inclusion of policy documents adopted since 2008	4-6	\$600.00
5. In-depth interviews with staff and decision makers regarding community issues and additional content inclusion. *	10-12	\$1,200.00
6. Draft review with staff and Board	8-10	\$1,000.00
7. Revisions as requested by town staff	2-4	\$400.00
8. Presentation to Town Board for adoption	4-6	\$600.00
<b>Total – (Cosmetic Refresh + \$2,800.00)</b>	<b>60-72</b>	<b><u>\$7,200.00</u></b>

## Master Plan Update – Town of Foxfield

## SAFEbuilt Studio

3. **Public refresh** – includes all of #2 above, plus a limited number of public meetings or other means of gaining input from the residents of the Town. As mentioned in our discussions, approaches #1 & #2 above often end up requiring #3.

Project Phase	Work hours	General estimate
1. Critical review of the document and scoping with town staff, <b>including additional suggested content.</b>	12-14	\$1,400.00
2. Changes to document format, grammatical errors, images, and maps	14-16	\$1,600.00
3. Inclusion of recreation and tourism content	3-4	\$400.00
4. Inclusion of policy documents adopted since 2008	4-6	\$600.00
5. In-depth interviews with staff and decision makers regarding community issues and additional content inclusion (policy & project recommendations).	10-12	\$1,200.00
6. Public meeting presentation #1 (preparation and presentation)	16-20	\$2,000.00
7. SAFEbuilt Studio summary and draft content creation	12-14	\$1,400.00
8. Public meeting presentation #2 (preparation and presentation)	8-10	\$1,000.00
9. Draft review with staff and Board	8-10	\$1,000.00
10. Revisions as requested by town staff	2-4	\$400.00
11. Presentation to Town Board for adoption	4-6	\$600.00
<b>Total – (Administrative Refresh + \$4,400.00)</b>	<b>93-116</b>	<b><u>\$11,600.00</u></b>





**MEMORANDUM**

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: November 3, 2022

RE: Gate Tag Pilot Program for Chenango and Chapparal Residents

**DISCUSSION:**

The Gate Study Group is proposing the following Pilot Program:

- 1) The pilot program will be one year (January 1, 2023 – December 31, 2023) and will be reevaluated at the end of the first year
- 2) A maximum of 25 tags will be available to Chenango and maximum of 25 tags available to Chapparal residents
- 3) There will be a \$50 yearly fee and \$8 one time fee per RFID tag
- 4) The Chenango and Chapparal HOAs will be given the tags and will be responsible for the management, tracking, distribution of RFID tags and collection of the fee's.

The Gate Study Group is seeking approval from the Board to move forward with this proposal. If approved, Staff will update the Gate Policy.



**MEMORANDUM**

TO: Mayor Jones and Members of the Board

FROM: Kathleen Schmitz, Town Clerk

DATE: November 3, 2022

RE: MFSD Funds for Youth Programs

**DISCUSSION:**

The Town of Foxfield, which recently received \$7,222.68 as a result of a sharing amount provided under the terms of the Metropolitan Football Stadium District Act, must allocate the funds to Youth Activity Programs. As a reminder, there was no definition or scope provided under the act. The Town conducted a survey to obtain community input on possible uses. The survey was designed to gauge desire on what areas of interest are most beneficial.

**RESULTS:**

There were 80 total responses, with 11 respondents indicating a willingness to volunteer for certain activities.

Community Suggestions:

- Apply the funds to the 4<sup>th</sup> of July parade/picnic and pay for children's activities/entertainment
- Small playground
- Soccer field
- Shelter and bench for school bus stops
- Mental health counselors made available
- Children's bike race
- Support the Westernaires
- Art activities, sustainability
- Knitting, crocheting, and sewing classes

Survey question responses:

Page 1: Foxfield October 2022 Survey

Q1

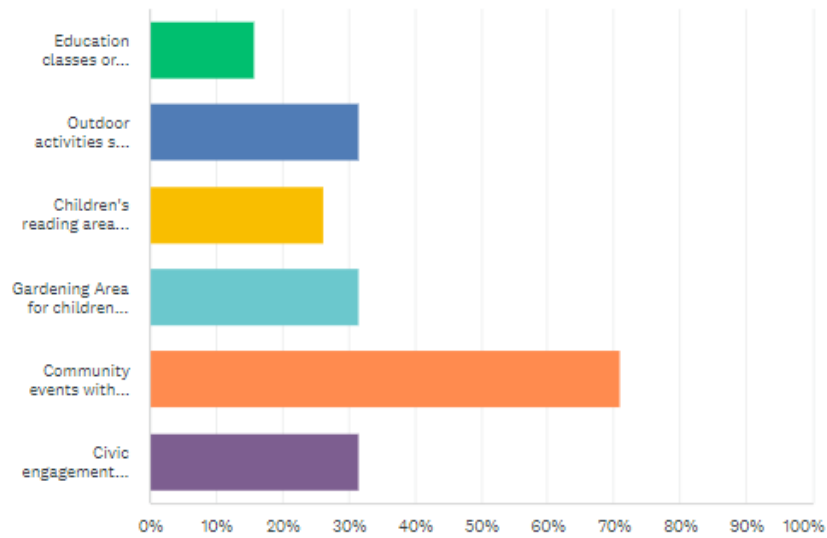


Customize

Save as ▼

Please check all preferred categories of Youth Activities.

Answered: 38 Skipped: 2



ANSWER CHOICES ▼	RESPONSES ▼	
▼ Education classes or seminars such as Botany or Astronomy	15.79%	6
▼ Outdoor activities such as disc golf, horseshoe, sledding area, etc.	31.58%	12
▼ Children's reading area and book depository	26.32%	10
▼ Gardening Area for children with weekend instruction	31.58%	12
▼ Community events with youth activities (such as holiday sleigh rides, pumpkin carving contests, etc.)	71.05%	27
▼ Civic engagement activities (such as 4-H, or Junior Achievement)	31.58%	12
Total Respondents: 38		