

***THE APRIL 9, 2019 COUNCIL PACKET MAY BE VIEWED
BY GOING TO THE TOWN OF FRISCO WEBSITE.***

**RECORD OF PROCEEDINGS
WORK SESSION MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
APRIL 9, 2019
4:00PM**

Agenda Item #1: Census 2020 - Overview. Complete Count Committee. Regional Collaboration 4:00pm

Agenda Item #2: Community Plan: Two Guiding Principles - Land Use/ Economy 4:30pm

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
APRIL 9, 2019
7:00PM**

**STARTING TIMES INDICATED FOR AGENDA ITEMS ARE ESTIMATES ONLY AND
MAY CHANGE**

Call to Order:

Gary Wilkinson, Mayor

Roll Call:

Gary Wilkinson, Jessica Burley, Daniel Fallon, Rick Ihnken, Hunter Mortensen, Deborah Shaner, and Melissa Sherburne

Public Comments:

Citizens making comments during Public Comments or Public Hearings should state their names and addresses for the record, be topic-specific, and limit comments to no longer than three minutes.

NO COUNCIL ACTION IS TAKEN ON PUBLIC COMMENTS. COUNCIL WILL TAKE ALL COMMENTS UNDER ADVISEMENT AND IF A COUNCIL RESPONSE IS APPROPRIATE THE INDIVIDUAL MAKING THE COMMENT WILL RECEIVE A FORMAL RESPONSE FROM THE TOWN AT A LATER DATE.

Mayor and Council Comments:

Staff Updates:

Consent Agenda:

- Minutes March 26, 2019 Meeting
- Home Rule Charter Review – Chapter 25, Investments
- Investment Policy
- Resolution 19-17, a Resolution Approving the Award of Contract for the Construction of Phase Two of the Alley Paving Project to Columbine Hills Concrete, Inc. of Silverthorne, Colorado

Old Business:

Agenda Item #1: Second Reading Ordinance 19-04, an Ordinance Amending Chapter 180 of the Code of Ordinances of the Town of Frisco, Concerning the Unified Development Code, By Amending Subsection 180-1.5.3, Concerning Building Permits and Certificates of Occupancy; Subsection 180-2.5.1.D, Concerning the Approval Criteria for Conditional Uses; Subsection 180-2.5.2.B.1, Table 2-2, Concerning Site Plan Review Thresholds; Subsection 180-2.5.2.D.3.A, Concerning Sketch Plan of the Major Site Plan Review Procedures; Subsection 180-2.5.2.D.4, Concerning Staff Review and Action of the Major Site Plan Review Procedures; Subsection 180-2.7.2, Table 2-3, Concerning Allowable Administrative Adjustments; Subsection 180-3.11, Table 3.11-1, Concerning CC District Dimensional Standards; Subsection 180-3.17.11, Concerning Table of Allowed Uses; Subsection 180-5.2.1.C.2, Concerning Crawlspace and Basements Associated with Cabin Housing; Subsection 180-5.2.3.C.2, Concerning Dumpster Enclosures; Subsection 180-5.2.6.J, Concerning Location Criteria for Medical marijuana Dispensaries; Subsection 180-5.2.8, Concerning Residential Uses in the Central Core and Mixed Use Districts; Subsection 180-5.2.9.I., Concerning Locational Criteria for Retail Marijuana; Subsection 180-5.2.7, Concerning Light Industrial Zoning District; Subsection 180-5.2.12, Concerning the Light Industrial Zoning District; Subsection 180-5.2.13, Concerning the Mixed Use Zoning District; Subsection 180-5.5.B.1., Concerning Density Bonus in the Central Core, Gateway, and Mixed-Use Districts; Subsection 180-6.3.2, Concerning Buildings Occupying More Than One Lot; Subsection 180-6.8.A., Concerning Allowance of Non-Solid Fuel-Burning Devices; Subsection 180-6.13.3., Concerning On-Premise Parking Requirements; Subsection 180-6.13.3., Table 6-1, Concerning Required Number of Parking Spaces By Land Use; Subsection 180-6.13.3.D. Concerning Minimum Parking Requirements for the Central Core District (CC) and Properties Within the Mixed-Use District (MU) that Front on West Main; Subsection 180-6.16.3.E, Concerning General Requirements for Outdoor Lighting; Section 180-8, Concerning Fences and Walls; Subsection 180-6.19.7.D, Concerning Snow and Wind Load Standards for Signs; Subsection 180-6.19.12.C, Concerning Flags; Subsection 180-6.19.14, Concerning Nonconforming Signs; Subsection 180—6.22.3.F, Concerning Residential Development Standards for Garages; Subsection 180-7.6.3, Concerning Subdivision Lots; Subsection 180-7.6.9, Concerning Sanitary Sewers; Subsection 180-8.5.1, Concerning Change, Extension or Alteration of Nonconforming Buildings and Structures; Subsection 180-9.2.3, Concerning Definitions of General Use Categories for Person Services; Section 180-9.3, Concerning General Definitions for Affordable Housing, Bedroom, Certificate of Occupancy, Condominium Hotel, Electric Vehicle Charging Station, Structure Height, Kennel, Commercial/Industrial Laundromat, Self-Service Laundromat, Multi-Housing Laundry, On-Premise Laundry, Public or Private Park, Personal Services, Substantial Destruction, Conditional Use, and Veterinary Clinic

STAFF: BILL GIBSON 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL

DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Executive Session:

Agenda Item #2: Executive Session Pursuant to C.R.S. Section 24-6-402(4)(a), Concerning the Purchase of Certain Real Property, and Pursuant to C.R.S. Section 24-6-402(4)(e), to Determine Negotiating Positions and Instruct Negotiators Concerning the Purchase of the Real Property

Agenda Item #3: Pursuant to C.R.S. Section 24-6-402(4)(a), to Determine Positions Relative to Matters That May be Subject to Negotiations, and to Instruct Negotiators Concerning the Purchase Sale and Development Agreement dated March 14, 2017, Between the Town and Nathaniel Kelley Foote

Adjourn:



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: KARLY ROSE, ADMINISTRATIVE ASSISTANT
RE: 2020 CENSUS, PRESENTATION FROM LILY ROMERO GRIEGO, PARTNERSHIP COORDINATOR, DENVER REGION
DATE: APRIL 9, 2019

Summary: This work session serves as an opportunity for the Town Council to hear a presentation on the 2020 Census. Lily Romero Griego, Partnership Coordinator with the U.S. Census, will present an overview of the 2020 Census and discuss creating a Complete Count Committee (CCC). Frisco will participate in the 2020 Census in a variety of ways and will be working with the other municipalities and Summit County on encouraging all citizens to participate in the Census. The Town Council will have the opportunity to suggest Frisco citizen members for the CCC. The role of the CCC is to encourage participation and help get the word out, so good CCC candidates are participatory or well-known citizens, people who belong to social organizations, or who are active in groups and clubs. Attached please find an informational sheet about the upcoming census.

Background: The U.S. Census Bureau conducts a nationwide census every 10 years to collect information about both the economy and the population. The census provides important information for all levels of government and the community overall.

- It determines how many representatives each state gets in Congress.
- Communities rely on census statistics to plan for a variety of resident needs.
- Businesses use census data to help advise their decision-making.
- The federal government distributes funding to communities and states on a per capita basis.

The Town of Frisco will be involved and has already completed some steps to aid in the 2020 Census. The Planning Division completed the Boundary and Annexation Survey, the Governmental Unit Reference Map, and submitted data regarding residential unit building permits, certificates of occupancy, demolition permits, and semi-annual changes to mobile homes and other residential unit counts.

Recommendation: Staff recommends the Town Council use this work session as an opportunity to gain a greater understanding of the purpose of the CCC and how the region will work together to engage our citizens in the 2020 Census.

Financial Impact: Participation in the census by Frisco residents and the ultimate census population count has a direct correlation to the amount of funding Frisco and the State of Colorado may receive from the federal government.

Attachment: "The 2020 Census at a Glance"

Reviews and Approvals: This report has been reviewed by:
Joyce Allgaier, Community Development Director - Approved
Bonnie Moinet, Finance Director - Approved
Nancy Kerry, Town Manager – Approved

The 2020 Census at a Glance



The U.S. Constitution requires that each decade we take a count—or a census—of America's population. The 2020 Census goal is to count everyone once, only once, and in the right place.

The census provides vital information for you and your community.

- It determines how many representatives each state gets in Congress.
- Communities rely on census statistics to plan for a variety of resident needs including new roads, schools, and emergency services.
- Businesses use census data to help provide more local jobs and places to shop.

Each year, the federal government distributes hundreds of billions of dollars to states and communities based on U.S. Census Bureau data.

In 2020, we will introduce new technology to make it easier than ever to respond to the census. For the first time, you will be able to respond online, by phone, or by mail. We will use data that the public has already provided to cut down on household visits. And, we are building a more accurate address list and automating our field operations—all while keeping your information confidential and safe.

The Census Bureau is the leading source of statistical information about the nation's people. We provide snapshots on population size and growth and detailed portraits of our changing communities.



U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
[census.gov](https://www.census.gov)

Foundation of a Successful Census



Establish Where To Count

- Using aerial imagery and in-field work to identify new homes and buildings
- Partner with U.S. Postal Service
- Local governments input through the Boundary Annexation Survey and Local Update of Census Addresses
- Comprehensive review of all addresses



Motivate People To Respond

- Partner with community leaders and trusted voices
- Use tailored messages
- Encourage self-response



Count The Population

- Respond online, by phone, or by mail
- Visit households that do not respond
- Online forms in multiple languages
- Mailed Individual Census ID is not required for online response



Release Census Results

- Deliver apportionment counts to the President by December 31, 2020
- Release counts for redistricting by April 1, 2021
- Make it easier for the public to access data





Become a 2020 Census Partner

Your partnership sends a strong message to your community about the importance of the census and the benefits of being counted. By partnering with the Census Bureau, you can help:

- Assure people that it is important—and safe—to respond to the census.
- Ensure accurate census data, which guide funding decisions for your community and affect your community's representation in Congress.
- Spread the word about temporary census jobs in your community.



Get Involved: What Can You Do Now?

- Create or join a Complete Count Committee and partner with other trusted voices and influential leaders in your area who are committed to increasing census participation. Encourage your peers to get involved too.
- Raise awareness by including census information in newsletters, social media posts, podcasts, mailings, and on Web sites.
- Help recruit census workers when jobs become available.



You can make a difference

As an influential community, business, or organization leader, you can raise awareness and encourage participation.

Key Dates

2017

- Local Update of Census Addresses—invitations sent to local governments for completion in 2018
- Publish final 2020 residence criteria and situations

2018

- Question wording to Congress—March 31, 2018
- 2018 End-to-End Census Test
- Regional Census Centers opening

2019

- Opening Field Offices
- Complete Count Committees established

2020

- Advertising—begins in early 2020
- Begin self response
- Census Day**—April 1, 2020
- Nonresponse Followup—early April–late July
- Apportionment counts to the President—December 31, 2020

2021

- Redistricting counts to the States—March 31, 2021

For more information, go to
[census.gov](https://www.census.gov).

To get involved in your community, contact us!



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: SUSAN LEE, COMMUNITY PLANNER
RE: LAND USE AND ECONOMY ELEMENTS OF THE COMMUNITY PLAN
DATE: APRIL 9, 2019

Summary: This work session is intended to provide an opportunity for discussion and feedback on the Frisco Community Plan elements related to land use and the economy. Staff would like to share the guiding principles, goals, and policies being proposed for these two elements in order to have a focused conversation on these topics. No specific action is being asked of the Town Council.

Background: As part of the 2018 budget, Town Council approved funds to complete an update of the Frisco Community Plan. Throughout the summer and fall of 2018, an extensive public outreach program and data analysis phase was completed. From the information gained, staff has prepared a draft of plan elements, goal statements, and proposed policies. This information was reviewed by the community at the public workshop held on March 6, 2019.

Recommendation: Staff recommends the Town Council use this work session to have a deeper discussion about the plan elements that focus on community design, land use, and economic sustainability. Staff would like to ensure that these goals, policies, and action items accurately reflect Town Council's expectations.

Financial Impact: At this time, financial impacts of the Frisco Community Plan have not been defined. Implementation action items will be defined as the process moves forward and probable costs can then be associated with each of them. It is anticipated that implementation of the Community Plan will take place over the next five to ten years. Once the implementation strategies of the plan have been identified, Staff will provide associated costs and timing to the Council.

Reviews and Approvals: This report has been reviewed by:
Joyce Allgaier, Community Development Director - Approved
Nancy Kerry, Town Manager - Approved
Bonnie Moinet, Finance Director - Approved

Attachments:

Exhibit A – Preliminary Policy Framework (this work session is for Guiding Principles 1 and 2)
Exhibit B – Power point Presentation with Discussion Agenda
Exhibit C – Community Workshop Summary from March 6, 2019

EXHIBIT A

Preliminary Policy Framework

Working Draft: 03.21.19

Guiding Principles and Goals

The following statements represent our community's overall core values. Described here as 'guiding principles', they depict our shared beliefs about what is important to us and what we value as a community. The Community Plan will include goals, policies, and implementation strategies that will support these principles. Preliminary policy directions are articulated for each goal as a starting point for further discussion.

"A close knit, welcoming community that cherishes our history, environment, healthy lifestyle, and unique sense of place."



GP 1: Vibrant neighborhoods and thriving Main Street with an eclectic small, mountain town character



GP2: A sustainable economy with diverse, year-round opportunities



GP3: Housing opportunities and robust community services for workers and residents



GP4: A well-connected, multi-modal transportation network that encourages active uses



GP5: An active, inviting place with a multitude of recreation opportunities



GP6: Protection of the natural resources that define and support Frisco

GP1 – Vibrant neighborhoods and a thriving Main Street with an eclectic small, mountain town character.

Frisco is rich with small mountain-town character. The Ten Mile Range mountain backdrop, historic structures and layout, and lively Main Street characterize Frisco but the friendly people and welcoming vibe are what define the community. As Frisco grows, this character and identity should be maintained with livable neighborhoods dispersed throughout Town, an engaged community, and healthy small businesses. The Town should share its past by preserving old structures and educating residents and visitors.

Goal 1.1: Design gateways and public spaces to support and enhance Frisco’s unique mountain town character.

- A. Enhance community entrances through gateway redevelopment (Summit Boulevard and West Main) that is aesthetically appealing, inviting to visitors, and that reflects the history and vision of Frisco.
 - Potential action: Develop and implement streetscape plans (e.g., lighting, multimodal enhancements, signage) for the Summit Boulevard and West Main Street gateways.
- B. Enhance the Summit Boulevard corridor to promote a cohesive community image.
 - Potential action: Actively engage CDOT in discussions regarding the community’s vision for Summit Boulevard.
- C. Improve entry experience at West Main to create public amenity that celebrates the Tenmile Creek.
 - Potential action: Explore a public/private partnership to develop a new building and public plaza along Tenmile Creek at West Main Street.

Goal 1.2: Reinforce the role of Main Street as the heart of the community.

- A. Encourage infill and redevelopment that complements the character, scale, and massing of historic structures.
- B. Maintain Frisco’s historic street grid to retain the character and walkability of the town core.
- C. Design and orient buildings to maintain historic development patterns along public rights of way.
- D. Encourage the introduction of housing above or behind retail spaces along Main Street, as well as along Granite and Galena, to help support the vitality of downtown.
 - Potential action: Review allowable uses for the ground floor levels along Main Street to ensure an appropriate mix of uses within the town core.

Goal 1.3: Preserve and enhance the Town’s historic resources.

- A. Expand knowledge of and protections for Frisco’s historic resources.
 - Potential action: Prepare a comprehensive inventory of resources (currently underway).
- B. Expand tools available to support historic preservation at the local level.
- C. Expand access to, and awareness of, educational and financial resources (e.g., grants, tax credits) available at the state and federal level to support historic preservation.

- D. Encourage the adaptive reuse of historic structures and keeping buildings in place.
- E. Educate residents and visitors through the historic park and museum, programming, and events.

Goal 1.4: Protect the character and livability of Frisco's neighborhoods.

- A. Ensure new housing compliments adjacent properties and neighborhoods through appropriate mass, scale, and design.
 - Potential action: Review zoning and design standards to address community character concerns (e.g., more restrictive lot coverage and/or setback limitations, evaluate density, limitations on bulk and massing).
- B. Ensure that Town regulations for short-term rentals minimize impacts on full-time residents.
 - Potential action: Review regulations on a regular basis to ensure compatibility.
- C. Invest in targeted improvements (e.g., trail connections, bike paths, sidewalks) that enhance the safety and quality of life of residents.
- D. Strive to create an appropriate balance of second homeowners and full time residents.

GP2 – A strong economy with diverse, year-round opportunities.

The Frisco economy is built upon a balance of tourism and its role as a hub for the region, with many amenities, major retailers, and services located in town. Tourism, driven by recreational opportunities, and the small, mountain-town appeal of Main Street, creates jobs and revenue. Visitors stop at large retailers and grocery stores and support the small businesses on Main Street. While the Frisco economy has seen steady growth in the past decade, diversification of the economy going forward is important. More year-round opportunities will provide stability through the seasons and economic downturns. The Town should focus on small, incremental changes that preserve the town character that residents and visitors are drawn to.

Goal 2.1: Maintain a diverse and strong economy.

- A. Continue to attract and retain businesses that support and enhance Frisco's tourism and entertainment options, while also seeking to build upon entrepreneurship and new or emerging niches.
- B. Provide opportunities for a balanced mix of housing and services to meet the needs of local employees, businesses, residents and visitors.
 - Potential action: Monitor the Town's development capacity and overall mix of uses over time in the context of growth projections; update the Land Use Plan (forthcoming) as needed to ensure it remains aligned with community goals.
- C. Encourage infill/redevelopment to promote reinvestment and support the highest and best use of Frisco's limited land area.
 - Potential action: Evaluate and consider updates to existing development incentives to support Community Plan goals.
 - Potential action: Explore allowances for increased heights along Summit Boulevard.
- D. Explore Frisco's participation in regional and state economic development efforts to increase economic diversity.

Goal 2.2: Strengthen Frisco’s role as the year-round service hub for the region.

- A. Support the retention and expansion of regionally-serving commercial and industrial uses around the Summit Boulevard commercial corridor.
 - Potential action: Limit the conversion of Light Industrial properties to other uses through the rezoning process.
- B. Encourage continued reinvestment in existing commercial centers along Summit Boulevard.
- C. Encourage the integration of workforce housing as part of future redevelopment efforts along Summit Boulevard.
 - Potential action: Amend the Commercial Oriented District and associated development standards to allow for workforce housing, while maintaining high-visibility frontages for commercial uses.

Goal 2.3: Facilitate the retention and expansion of locally-owned businesses.

- A. Increase Frisco’s capacity for business and economic development at the local level.
 - Potential action: Pursue programs to support local/small business development and retention.
 - Potential action: Expand staffing and other resources dedicated to economic development.
- B. Encourage a diverse commercial retail focus of Main Street.
 - Potential action: Review ground floor uses in targeted locations within the town core.

GP3 – Housing opportunities and robust community services for workers and residents.

Frisco is a place for people to live and work. Affordable housing options must be available to all members of the local workforce. These opportunities help businesses recruit workers, contribute to a tight-knit community, and ensure the year-round sustainability of our economy. Other community services, such as child care, health services, and public safety, are all key to making Frisco an inviting, desirable place to live for residents of all ages and incomes.

Goal 3.1: Enhance Frisco’s inclusiveness as a community that includes full- time residents, second homeowners, businesses and visitors.

- A. Develop programs that keep housing costs attainable for the local workforce.
- B. Develop a diverse portfolio of workforce housing options to support a broad range of housing needs—type, rental vs. ownership, and price points—at the community and neighborhood level.
 - Potential action: Adopt a strategic housing plan benchmarks, unit quality goals, and metrics (e.g., strive to house 60% of the local workforce within the Town).
- C. Collaborate with community partners and the private sector to expand the reach of Frisco’s affordable housing efforts.
- D. Stimulate the increase of production and creation of affordable housing through town policies, incentives, and regulatory procedures.

- Potential action: Evaluate the efficacy of existing regulatory incentives (e.g., bonus density) and explore potential updates to support the advancement of affordable housing goals.
 - Potential action: Adopt workforce housing requirements for new development.
- E. Help local businesses maintain a reliable and sustainable workforce base through partnerships (between businesses, governments, nonprofits, etc.) tax benefits, deed restrictions, and the creation and retention of affordable housing options
- F. Capitalize on retaining existing housing for locals through a buy-down program as an alternative to new construction

Goal 3.2: Facilitate access to a wide range of community services to meet the needs of the community.

- A. Provide high level Town services, and maintenance of public infrastructure.
- B. Support non-profits that enhance the lives of residents and businesses.

Goal 3.3: Promote open communication and engagement opportunities between Town staff, government officials, and residents.

- A. Improve collaboration with local business, recreation, and special interest groups.
- B. Encourage participation and representation in regional planning efforts for transportation, public health, and hazard mitigation.

GP4 – A well-connected, multimodal transportation network that encourages active uses

Frisco is a small, compact town where schools, parks and trailheads, restaurants, shops, and other businesses are located close-by. Year-round walking and biking paths, along with bus routes, must continue to enable residents and visitors to reach destinations sans automobile. Supporting these modes of transportation, creating off-road connections, and reducing gaps in the walking, biking and transit network will alleviate parking needs and congestion and promote active lifestyles. Transportation planning is also necessary around the large weekend and seasonal influx of automobiles and visitors.

Goal 4.1: Provide a safe and efficient multimodal transportation system.

- A. Establish a comprehensive Transportation Master Plan.
- B. Adopt street design standards that include safe and attractive non-motorized transportation accommodations to guide future investment.
- C. Manage parking resources in downtown to promote the efficient use of available spaces.
 - Potential action: Begin enforcement of established time limits for on street parking and consider expanding time limits in areas adjacent to a Summit Stage stop.
 - Potential action: Improve signage to direct drivers to public lots.
 - Potential action: Launch a public information campaign to help Main Street businesses guide employees to use low-occupancy parking areas.
- D. Establish traffic control and management protocols for special events/seasonal peaks.

- E. Place a higher priority on non-car options for moving around town.

Goal 4.2: Promote walking, bicycling, and other alternative modes of travel.

- A. Improve the safety and attractiveness of non-vehicular travel along Summit Boulevard.
- B. Prioritize high-traffic corridors within the Central Core for the construction of more developed, urban sidewalk systems.
 - Potential actions: TBA – need support from Fehr & Peers in translating input received into map-based recommendations...
- C. Maintain the Town’s paved recreational pathway system.
- D. Enhance connections to neighborhoods, commercial areas, and the County-wide recreational pathway system.
- E. Explore Frisco Flyer-type shuttle for around town movement.

Goal 4.3: Continue to expand regional transportation options for Frisco residents and visitors.

- A. Strengthen Frisco’s voice in transportation planning efforts for the SH 9 and I-70 Corridors.
 - Potential action: Develop and adopt a 1041 plan to improve and protect the Summit Boulevard corridor.
- B. Collaborate with Summit County, CDOT, Copper Mountain, and others to maintain/increase the frequency of Summit Stage, Busstang, Greyhound and others.
- C. Ensure connections to Marina and PRA are safer and more efficient.

GP5 – An active, inviting place with a multitude of recreation opportunities

Frisco’s recreation opportunities distinguish the Town and make it a fantastic place to live, visit, and play. Residents and visitors flock to the Town’s accessible trail system, dynamic waterfront and many parks. These assets and amenities should be preserved and enhanced to provide diverse recreation opportunities for a variety of experiences and abilities.

Goal 5.1: Provide access to high quality, year-round recreational amenities that appeal to both residents and visitors.

- A. Recognize and support the role of neighborhood/community parks as places for neighbors and community members to gather and celebrate together.
- B. Design recreation facilities to strengthen and diversify the amenities available in Frisco. Adapt existing facilities as needed to reflect current trends and changing community needs.
- C. Maintain and upgrade existing park facilities to achieve a high level of quality, safety, aesthetic appeal, and function.

- D. Coordinate new facilities with the Trails Master Plan (and other Town Master Plans) to ensure appropriate connections and access.
 - Potential action: Coordinate with Summit County and the USFS to maintain and improve local and regional trail network.
 - Potential action: Support the implementation of the Peninsula Recreation Area vision (policy/vision aligned w/recent charrette outcomes)
 - Potential action: Support the implementation of the Marina Master Plan
- B. Design, build, and manage parks and facilities to create spaces for community gathering and promote social interaction, as appropriate for each park.
- C. Park facilities and amenities should utilize consistent visual cues (signage, site furnishings, and maintenance standards) to communicate public accessibility to users.
- D. Recognize that the park system provides important ecological functions and should be maintained and operated to preserve and enhance those functions (i.e. storm water management, water quality, wildlife migration corridors, etc.)

Goal 5.2: Offer diverse programs and events that encourage active and healthy lifestyles.

- A. Target some events to encourage more local participation and community pride.
- B. Promote healthy lifestyle choices through programing and special events.
- C. Collaborate with the County and other organizations on various health and wellness initiatives.

Goal 5.3: Improve opportunities for interaction with the environment.

- A. Take advantage of existing easements to increase and improve public access to Tenmile Creek.

GP6 – Protection of the natural resources that define and support Frisco.

Frisco’s natural environment is the primary quality that attracts residents and visitors. It supports our economy and drives our recreational pursuits. Protecting the surrounding mountains, forests, waterways, and views are all deeply important to the community. These natural assets make Frisco beautiful, unique, and drive a thriving year-round economy. Pollution and wildfires are threats to Town resources that should be minimized to the extent possible. The community should embrace measures for sustainability that reduce greenhouse gas emissions and conserve its water resources.

Goal 6.1: Protect and preserve the quality and health of the natural environment in Frisco and the surrounding area.

- A. Protect and enhance surface and ground water quality in Lake Dillon, Ten Mile Creek, and other locations.
- B. Encourage the use of alternative modes—transit, walking, and bicycling, for local and regional trips.
- C. Work collaboratively with regional partners on efforts to maintain and enhance air quality in Summit County.
- D. Work with the USFS, Summit County, and other partners to preserve the undeveloped character of the mountains and forest that surround Frisco as future annexations occur.

- E. Encourage the use of native plants and species that protect and enhance Frisco’s biodiversity and wildlife habitat.
- F. Educate residents and visitors about strategies to reduce potential wildlife conflict situations and discourage activities that may attract wildlife.

Goal 6.2: Lead by example on efforts to advance community sustainability and the region’s ability to prepare for and adapt to the impacts of climate change.

- A. Expand waste reduction and recycling rates within the Town organization and the community as a whole.
- B. Expand the use of alternative energy sources, water conservation measures, and other sustainable development practices in Town facilities and operations.
- C. Incentivize the use of green building practices for all new development.
- D. Educate residents, businesses, and visitors on sustainable practices.
- E. Establish parameters to improve the resilience of Town infrastructure as part of routine improvements and upgrades.
 - Potential action: Adopt and support the implementation of countywide climate action goals.

Goal 6.3: Minimize risks to property, infrastructure, and lives from natural hazards and disasters.

- A. Continue to collaborate with regional partners on efforts to implement the Community Wildfire Protection Plan (CWPP) and Summit County All-Hazards Mitigation Plan.
- B. Limit new development, or the significant expansion of existing development, in areas that are most susceptible to risk from natural hazards—in the Wildfire Urban Interface (WUI), in flood hazard areas along Ten Mile Creek, and on steep slopes.

12/11/11

Agenda

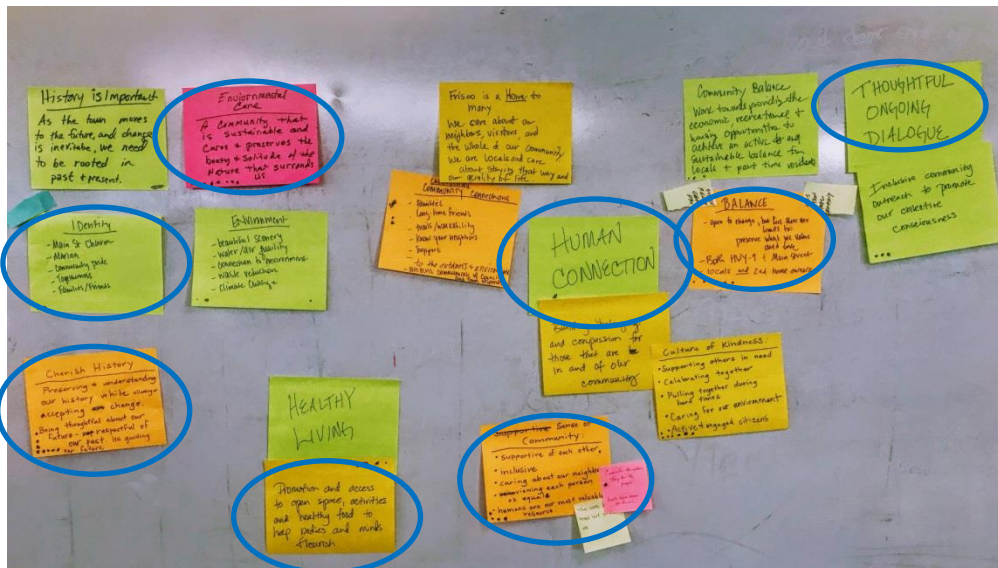


- Project Timeline
- Background Context
- Guiding Principles
- Policy Framework
- GP1 and GP2: Goals, Policies, & Actions
 - Community feedback (from latest public meeting)
 - Planning Commissioner feedback
 - Discussion
- Next steps

Project Timeline



Background Context



Using three words or less, describe what the phrase "small town mountain character" means to you.



Guiding Principles

“A close knit, welcoming community that cherishes our history, environment, healthy lifestyle, and unique sense of place.”



GP 1: Vibrant neighborhoods and thriving Main Street with an eclectic small, mountain town character



GP2: A sustainable economy with diverse, year-round opportunities



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GP5: An active, inviting place with a multitude of recreation opportunities



GP6: Protection of the natural resources that define and support Frisco

Policy Framework

Guiding Principles

- Aspirational statements that collectively convey our vision for the future
- Shared beliefs and values that help define what it means to be part of the Frisco community

Goals

- Articulate specific aspirations the community wishes to strive for in support of each guiding principle

Policies

- Provide direction as to how the guiding principles and goals will be carried out in day-to-day decision-making

Implementation Strategies

- Specific strategies or actions that the Town and its partners will take in the future to implement the Community Plan



GP 1: Vibrant neighborhoods and thriving Main Street with an eclectic small, mountain town character

- Community character
- Land use and design
- Neighborhood character
- Infrastructure



GP 1: Vibrant neighborhoods and thriving Main Street with an eclectic small, mountain town character



Goal 1.1: Design gateways and public spaces to support and enhance Frisco's unique mountain town character.

- A. Enhance community entrances through gateway redevelopment (Summit Boulevard and West Main) that is aesthetically appealing, inviting to visitors, and that reflects the history and vision of Frisco.
 - Potential action: Develop and implement streetscape plans (e.g., lighting, multimodal enhancements, signage) for the Summit Boulevard and West Main Street gateways.
- B. Enhance the Summit Boulevard corridor to promote a cohesive community image.
 - Potential action: Actively engage CDOT in discussions regarding the community's vision for Summit Boulevard.
- C. Improve entry experience at West Main to create public amenity that celebrates the Tenmile Creek.
 - Potential action: Explore a public/private partnership to develop a new building and public plaza along Tenmile Creek at West Main Street.



CONCEPTUAL RENDERING LOOKING ACROSS THE CREEK AND BRIDGE AT POTENTIAL DEVELOPMENT



GP 1: Vibrant neighborhoods and thriving Main Street with an eclectic small, mountain town character

Goal 1.2: Reinforce the role of Main Street as the heart of the community.

- A. Encourage infill and redevelopment that complements the character, scale, and massing of historic structures.
- B. Maintain Frisco's historic street grid to retain the character and walkability of the town core.
- C. Design and orient buildings to maintain historic development patterns along public rights of way.
- D. Encourage the introduction of housing above or behind retail spaces along Main Street, as well as along Granite and Galena, to help support the vitality of downtown.
 - Potential action: Review allowable uses for the ground floor levels along Main Street to ensure an appropriate mix of uses within the town core.






GP 1: Vibrant neighborhoods and thriving Main Street with an eclectic small, mountain town character

Goal 1.3: Preserve and enhance the Town's historic resources.

- A. Expand knowledge of and protections for Frisco's historic resources.
 - Potential action: Prepare a comprehensive inventory of resources (currently underway).
- B. Expand tools available to support historic preservation at the local level.
- C. Expand access to, and awareness of, educational and financial resources (e.g., grants, tax credits) available at the state and federal level to support historic preservation.
- D. Encourage the adaptive reuse of historic structures and keeping buildings in place.
- E. Educate residents and visitors through the historic park and museum, programming, and events.




GOAL 1.3: PRESERVE AND ENHANCE THE TOWN'S HISTORIC RESOURCES.

- Expand knowledge of and protections for Frisco's historic assets.
- Expand tools available to support historic preservation at the local level.
- Expand access to, and awareness of, educational and financial resources (e.g., grants, tax credits) available at the state and federal level to support historic preservation.
- Encourage the adaptive reuse of historic structures and keep buildings in place.


maintaining a retail focus.

Yes, we need dedicated money for more and better history. We need a support club.

THE ONLY STORY MONUMENT THAT LARKY FERRIS BUILT BEHIND FERRIS HOME HAS ALREADY DISAPPEARED. THE TOWN'S CHARACTER AND IT NEEDS TO BE RESTORED!



Should the Town take a stronger stance on historic preservation? Place a green dot below for "yes" or red dot for "no."



More development need to be consistent with mountain town character (i.e. 48+ Gallons). Many are not (i.e. 48+ Gallons).

Great historic preservation program. Don't build new stuff. Keep old stuff. Keep old stuff.

frisco
community
plan



GP 1: Vibrant neighborhoods and thriving Main Street with an eclectic small, mountain town character

Goal 1.4: Protect the character and livability of Frisco's neighborhoods.

- A. Ensure new housing compliments adjacent properties and neighborhoods through appropriate mass, scale, and design.
 - Potential action: Review zoning and design standards to address community character concerns (e.g., more restrictive lot coverage and/or setback limitations, evaluate density, limitations on bulk and massing).
- B. Ensure that Town regulations for short-term rentals minimize impacts on full-time residents.
 - Potential action: Review regulations on a regular basis to ensure compatibility.
- C. Invest in targeted improvements (e.g., trail connections, bike paths, sidewalks) that enhance the safety and quality of life of residents.
- D. Strive to create an appropriate balance of second homeowners and full time residents.





GP 1: Vibrant neighborhoods and thriving Main Street with an eclectic small, mountain town character



GP1: VIBRANT NEIGHBORHOODS AND THRIVING MAIN STREET WITH AN ECLECTIC SMALL, MOUNTAIN TOWN CHARACTER

What Types of Changes Are Possible in Established Neighborhoods Under Current Zoning?

Current zoning in many of Frisco's older neighborhoods allows for development at densities higher than what exists today. This means, for example, a property owner could tear down an existing home and build two or more new units in its place. While densities vary by location, the graphics below illustrate how these changes might affect existing neighborhoods (using the RL and RH zoning districts as examples).

EXAMPLE - RESIDENTIAL LOW DENSITY (RL) ZONING DISTRICT

Existing Context: Predominantly single-family homes on 10,500 sf lots

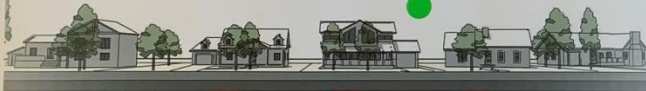


Potential: Duplexes and townhomes introduced through infill/redevelopment (8 du/acre max.)



EXAMPLE - RESIDENTIAL HIGH DENSITY (RH) ZONING DISTRICT

Existing Context: Predominantly single-family homes on 10,500 sf lots



Potential: Mix of housing types introduced through infill/redevelopment (16 du/acre max.)

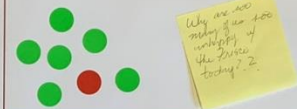


Do you find these changes acceptable and in keeping with your desired character for Frisco? If not, what types of strategies should be considered to address community character concerns? Place a green dot below for "yes" or red dot for "no."

Changes are acceptable as shown



Evaluate Density



Why are we not seeing more of the dense housing today?

More robust bulk and massing standards



More restrictive lot coverage and/or setback limitations



Other techniques to enhance compatibility (please note your suggestions below)

NO ESTABLISHED OR EXISTING FORM OR CHARACTER (IN CASE)

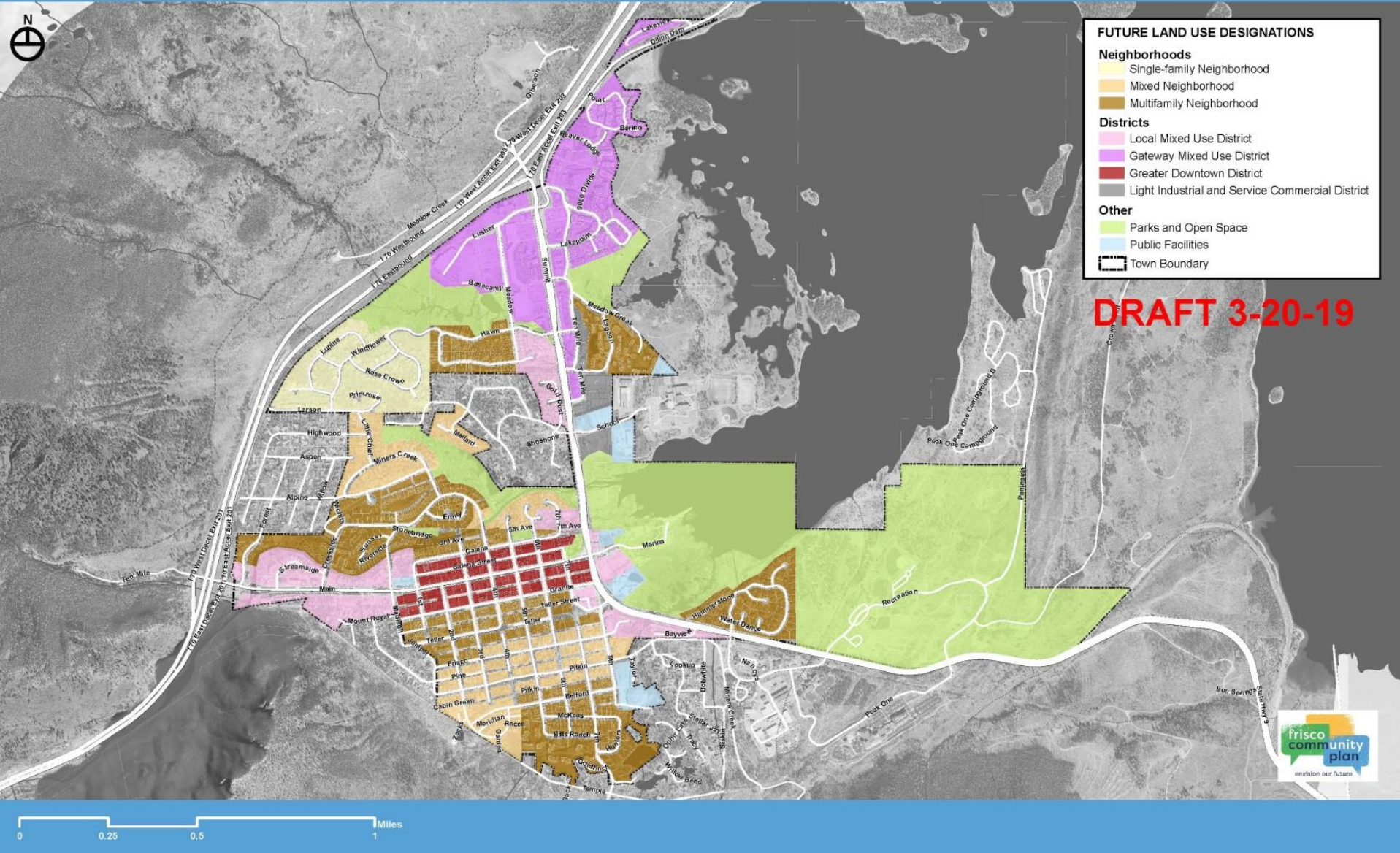
Should the Town take a stronger stance on historic preservation? Place a green dot below for "yes" or red dot for "no."



More development should be encouraged with more historic preservation (e.g. historic homes, historic streets, historic landmarks, etc.)

Two story townhomes

Frisco | Future Land Use Map





GP 2: A strong economy with diverse, year-round opportunities

- Economic vitality
- Jobs and employment
- Tourism and community events
- Thriving business setting



GP 2: A strong economy with diverse, year-round opportunities

Goal 2.1: Maintain a diverse and strong economy.

- A. Continue to attract and retain businesses that support and enhance Frisco's tourism and entertainment options, while also seeking to build upon entrepreneurship and new or emerging niches.
- B. Provide opportunities for a balanced mix of housing and services to meet the needs of local employees, businesses, residents and visitors.
 - Potential action: Monitor the Town's development capacity and overall mix of uses over time in the context of growth projections; update the Land Use Plan (forthcoming) as needed to ensure it remains aligned with community goals.
- C. Encourage infill/redevelopment to promote reinvestment and support the highest and best use of Frisco's limited land area.
 - Potential action: Evaluate and consider updates to existing development incentives to support Community Plan goals.
 - Potential action: Explore allowances for increased heights along Summit Boulevard.
- D. Explore Frisco's participation in regional and state economic development efforts to increase economic diversity.





GP 2: A strong economy with diverse, year-round opportunities

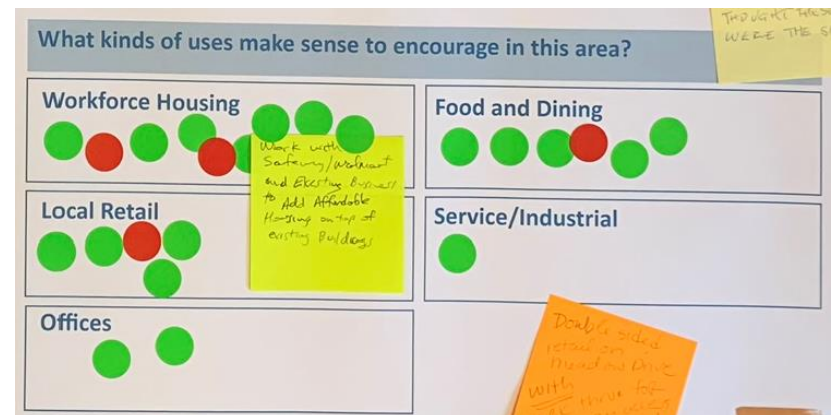
Goal 2.2: Strengthen Frisco's role as the year-round service hub for the region.

- A. Support the retention and expansion of regionally-serving commercial and industrial uses around the Summit Boulevard commercial corridor.
 - Potential action: Limit the conversion of Light Industrial properties to other uses through the rezoning process.
- B. Encourage continued reinvestment in existing commercial centers along Summit Boulevard.
- C. Encourage the integration of workforce housing as part of future redevelopment efforts along Summit Boulevard.
 - Potential action: Amend the Commercial Oriented District and associated development standards to allow for workforce housing, while maintaining high-visibility frontages for commercial uses.



GOAL 2.2: STRENGTHEN FRISCO'S ROLE AS THE YEAR-ROUND SERVICE HUB FOR THE REGION.

- Support the retention and expansion of regionally-serving commercial uses—retail, hotel, service-commercial/industrial—along Summit Boulevard.
- Encourage continued reinvestment in existing commercial centers along Summit Boulevard.
- Encourage the integration of workforce housing as part of future redevelopment efforts along Summit Boulevard.

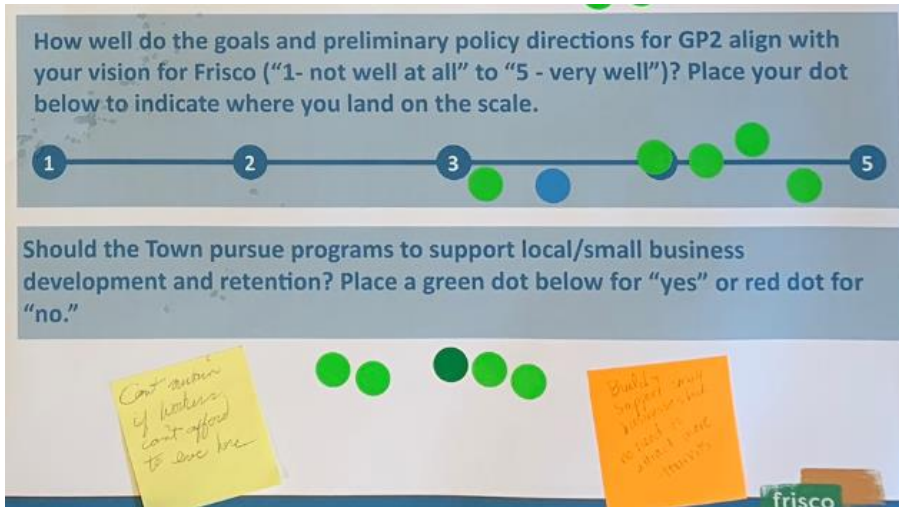




GP 2: A strong economy with diverse, year-round opportunities

Goal 2.3: Facilitate the retention and expansion of locally-owned businesses.

- A. Increase Frisco's capacity for business and economic development at the local level.
 - Potential action: Pursue programs to support local/small business development and retention.
 - Potential action: Expand staffing and other resources dedicated to economic development.
- B. Encourage a diverse commercial retail focus of Main Street.
 - Potential action: Review ground floor uses in targeted locations within the town core.



Next Steps

- ***April – May: Review and Draft Plan***
 - *Work Sessions with Town Council and Planning Commission*

Planning Commission	Town Council	Topic
Thursday, April 04, 2019	Tuesday, April 09, 2019	Land Use/ Economy
Thursday, May 02, 2019	Tuesday, May 14, 2019	Mobility/ Recreation
Thursday, May 16, 2019	Tuesday, May 28, 2019	Housing/Environment

- *Refine draft for adoption based on input received*
- ***June - July: Final Plan Adoption***
 - *Final Community Meeting*
 - *Final Adoption*



COMMUNITY WORKSHOP: SUMMARY

March 6, 2019

5:00pm-7:00pm

Frisco Adventure Park Day Lodge

Overview

Following a brief introductory presentation, participants were asked to review materials at the six stations around the room (one for each guiding principle). Responses to specific questions at each station are provided below, along with a summary of general comments received. Approximately 60-70 people were in attendance. Photos of the meeting boards are attached to this summary.

GP 1: Vibrant Neighborhoods and Thriving Main Street with an Eclectic Small, Mountain Town Character

How well do the preliminary policy directions for GP1 align with your vision for Frisco? (Scale of 1-5, "1- not well at all" to "5-very well")¹²

- 5 – 0 dots
- 4 – 0 dots
- 3 – 4 dots
- 2 – 2 dots
- 1 – 2 dots

General Comments

- The 3 or 4 story monstrosity that was built behind "Footes Res" has already destroyed the Town's character and it needs to be removed
- Yes, we need dedicated housing for seniors including assistant living and skilled nursing like in Denver and
- Don't increase access to ten-mile creek by taking private property rights
- Do we really need to maximize lot density
- Are we hopelessly destined to endless infill like Aspen? I see no way to stop the growth. Except tighter growth
- Very slow growth is fine
- Why are so many of us so unhappy with the Frisco we have today?

¹ Facilitator note: Participants at this station were asked for clarification as to why their scores on the goals and preliminary policy directions were "middle of the road" or low. Most of the concerns cited related specifically to the infill imagery that was used on the boards versus the goals or policy directions themselves.

² 10 additional green dots placed on specific goals and policies in this section to express support for particular topics.

- Frisco's charm and character is being compromised – lost due to one developer. Tighten your architectural standards
- Impressed with how the Peaks PUD turned out. Young families a plus.
- I was apprehensive at first but Peaks look great! It is maintained well, brings young families into town, school etc.
- Must clearly define “small mountain town character” so that everyone understands and results are measured against it. All are “on the same page” with expectations
- How do you define “small town character”?

Tenmile Creek

- Should the town pursue a redesign of the existing bridge (or feasibility study for new bridge) to enhance the western gateway into town?
 - Yes – 7 dots
 - No – 1 dot
 - General comments:
 - Parking lot has to be substantially increased if it is to take care of rec path uses and a brewery
 - Great idea, do this now
 - If we can't park them, what's the point? They need to get out of their cars
- Should the town pursue a partnership to develop a new building and plaza at the creek edge on town property?
 - Yes – 10 dots
 - No – 2 dots
 - General comments:
 - I like the idea but parking is already an issue with North Tenmile
 - Get the Town Hall and Post Office off Main Street
 - Like the idea but there used to be a restaurant there (Woodbridge Inn) and it's not there anymore. So need to consider that.
 - Need to extend trail connection under I-70 to get to Tenmile Trail

Gateways to Frisco

- General Comments:
 - Traffic circles are great! They are much more efficient at moving traffic.
 - Pedestrian safety is a concern at this intersection – need underpass or iconic pedestrian bridge
 - We are feeling overwhelmed! It's so busy everywhere all the time
 - Is the gateway high enough for a semi, etc.?? How about an elk on either side of “Frisco” reared up on their heels holding up the gateway still keep pillars, though
 - Stop washing the rocks. Come up with a better plan for the Hwy 9 median
 - Need to coordinate with CDOT's project, see recent meeting
 - Need stop sign from Whole Foods going toward Hwy 9 at new gas station allow traffic
 - To flow freely from right turn at first light at Lusher – very dangerous now!

- Plant trees all the way down Main!
- The town is too busy. Stop all the events. We don't need any more visitors. Save our small town.
- Sidewalk and plowing along west side of Summit Blvd. north to County Commons
- Should the town pursue design improvements to the town's two gateways to provide a better sense of arrival into Frisco?³
 - Yes – 15 dots
 - No – 0 dots

Residential Infill/Redevelopment

- General Comments:
 - Gateway “look” – Does the gas station just off I-70 own property on left allowed to park all types of vehicles? Looks bad from highway. “Is this Frisco?”
 - Why are so many of us too unhappy with the Frisco today?
 - Two story is enough
- Do you find these changes acceptable and in keeping with your desired character for Frisco?
 - Changes are acceptable as shown: Yes – 0 dots; No – 7 dots
 - Evaluate density: Yes – 6 dots; No – 1 dot
 - More robust bulk and measure standards: Yes – 3 dots; No – 0 dots
 - More restrictive lot coverage and/or setback limitations: Yes – 7 dots; No – 2 dots
 - Other techniques to enhance compatibility:
 - No residential on ground floor on Main (in core)
- Should the Town take a stronger stance on historic preservation?
 - Yes – 12 dots
 - No – 0 dots
 - General comments:
 - Yes! Historic preservation combined with new architecture with historic character
 - New development needs to be consistent with mountain town aesthetics (i.e., 4th and Galena). Many are not (i.e. 4th and Granite)

³ 7 additional green dots placed on graphics or accompanying list to express support for particular concepts.

GP 2: A Sustainable Economy with Diverse, Year-Round Opportunities

How well do the preliminary policy directions for GP2 align with your vision for Frisco? (Scale of 1-5, “1- not well at all” to “5-very well”)⁴

- 5 – 2 dots
- 4 – 2 dots
- 3 – 2 dots
- 2 – 0 dots
- 1 – 0 dots

General Comments

- Can’t sustain if workers can’t afford to live here
- Build and support small businesses but no need to attract more tourists

Should the Town pursue programs to support local/small business development and retention?

- Yes – 5 dots
- No – 0 dots

Comments Regarding the Summit Boulevard Gateway Area

- Safe pedestrian/bike crossing on Hwy 9
- Problem – dogs not on leash on bike path
- Good bike route on Ten Mile Drive; enforce parking! Improve signage and markings. Semis parked in bike lane
- More resting points for tourists so they don’t rest in the middle of the sidewalk or bike path
- Find a better home for community garden (previously on Main) within town core
- The homeless people hanging out in our “gateway area” do not enhance Frisco’s appeal. What can we do about it?

Is creating a new connection from Frisco Station to the Transit Center important to you?

- Yes – 2 dots
- General Comment: Explain this better – though these were the same?

What kinds of uses make sense to encourage?

- Workforce Housing – 9 dots
- Local Retail – 5 dots
- Offices – 2 dots
- Food and Dining – 6 dots
- Service/Industrial – 1 dot
- General Comment:

⁴ 9 additional green dots placed next to particular policy recommendations under this guiding principle to express support. One red dot was placed next to recommendation to expand Frisco’s participation in state and regional economic development efforts.

- Work with Safeway/Walmart and existing businesses to add affordable housing on top of existing buildings
- Double sided retail on Meadow Drive with walk thru for pedestrian access from Walmart to Whole Foods

GP 3: Housing Opportunities and Robust Community Services for Workers and Residents

How well do the preliminary policy directions for GP3 align with your vision for Frisco? (Scale of 1-5, “1- not well at all” to “5-very well”) ⁵

- 5 – 0 dots
- 4 – 2 dots
- 3 – 0 dots
- 2 – 0 dots
- 1 – 2 dots

General Comments

- Senior housing
- Assess surcharge for non-resident homeowners who do not participate in community and use energy
- Strict vetting for dead residential units – only allow 1 unit per owner
- Incentives for existing building/owners to add affordable rental units
 - Add apartments over Safeway and Walmart - example
- It would be good to try to minimize STR by trying to get owners to want to do LTR for locals. Incentives?
 - There is already a program that does this – housing work initiative through Summit Foundation
- Do not turn Frisco into a Breck! If zoning change adversely affects a developer – compensate them. But limit development, height, density, etc. Keep Frisco, Frisco!
- Massive need for affordable rental units – apartment buildings

Where should the Town prioritize its efforts related to workforce/affordable housing?

- Strategic housing plan – 6 dots
- Regulatory incentives – 2 dots
- Regional partnerships/collaboration – 6 dots
- Stronger Requirements – 8 dots
- General Comments:
 - Need senior housing!

⁵ 5 additional green dots placed next to particular policy recommendations under this guiding principle to express support. One red dot was also placed here.

Where should workforce/affordable housing be prioritized in Frisco?

- No dots placed on the map
- General Comments
 - Workforce housing should be integrated throughout the town, not isolated into “restricted” areas. Town and residents could work together with incentives to achieve.
 - Great job! Would like to see real numbers on VRBO rentals here and in Breck. The traffic makes the entire county unattractive. Would like to see very specific limits to growth. Gridlock! We are trapped in our own town with no way out!

GP 4: A Well-Connected, Multimodal Transportation Network that Encourages Active Uses.

How well do the preliminary policy directions for GP6 align with your vision for Frisco? (Scale of 1-5, “1- not well at all” to “5-very well”)

- 5 – 1 dot
- 4 – 5 dots
- 3 – 0 dots
- 2 – 0 dots
- 1 – 0 dots

General Comments

- No e-bikes on rec path – it is already too crowded
- Synchronize the traffic lights on Summit Blvd. Also, how do we deal with traffic metering on I-70 E?
- More sidewalks
- We need an inter-Frisco bus
- Don’t let Frisco become a parking lot for Copper and Breck
- More funding from Frisco to increase Summit Stage service and offer drivers higher pay (otherwise difficult to retain bus operators)
- Galena Street needs to be graded, drained with sidewalk

General comments on the LTS Map

- Need safe crossing at 7th and Granite (think of children)
- Need safe, easy crossing for pedestrians and cyclists at 1040 Main and 1004/Peak One
- Bike safety publication distributed by local bike shops and got branded
- Nice work! I think the level of traffic stress on HWY 9 is higher than “4”; it should be 9 or 10 and then addressed as such!
- Prohibit strongly – bikes on the sidewalk
- Pedestrian and cyclist safety very poor during high volume events
- *Note: More detailed comments/recommendations for specific areas can be found on the map*

Which of the streets leading in to the Central Core should be prioritized for multimodal enhancements?

- Dots concentrated along Granite between 5th and 8th street; other identified areas include 5th street between Teller and Granite, and 2nd between Pine and Teller
- General Comments:
 - Continuous sidewalk along Granite and Galena Street due to traffic volume
 - 5th and Granite is a very dangerous intersection – consider 4-way stop signs
 - Improve Granite, forget Galena which is not a thru street
 - Galena needs to be graded, drained with sidewalk

Do you have comments/suggestions on the preliminary recommendations?

- Goal – stay away from pay parking
- We need a parking garage and enforcement time limits on Main St.
- We need to set aside space near Main Street for a future parking garage – we don't want a future parking problem like Breckenridge.
- No pay parking
- I don't see any discussion about transportation for workers living outside of Frisco
- I think if 3 hr parking were enforced near summit stage shops, it might increase driving to Copper and Breckenridge for the day.
- Let's keep parking free and be sure density does not take over options for parking. Let's not become Breckenridge
- We ain't seen nothing yet with parking issues. Do not become Breckenridge (need to be more friendly)
- 4 green dots placed next to recommendation to "begin enforcement of Main Street time limit"
- 2 green dots placed next to recommendation to "Notify drivers of public lot at 3rd and Granite (Sabatini Lot)"
- 4 green dots and one red dot placed next to recommendation to "Implement 3-hour time limit on any block adjacent to a Summit Stage stop"
- 4 green dots placed next to recommendation to "Launch public information campaign to help Main Street businesses guide employees to use low-occupancy parking areas"

GP 5: An Active, Inviting Place with a Multitude of Recreation Opportunities

How well do the preliminary policy directions for GP5 align with your vision for Frisco? (Scale of 1-5, "1- not well at all" to "5-very well")

- 5 – 3 dots
- 4 – 2 dots
- 3 – 3 dots
- 2 – 0 dots
- 1 – 0 dots

General Comments

- I would love to not go to Silv/Breck to use a rec center, but is there enough demand for us to support our own? A third rec center
- Task force needed to study expansion of new large and country center. Building – very much needed as a major amenity of Frisco
- Community pool and climbing wall (35' min)
- How about porter potties at the overwhelmed trailheads
- Rec center community pool – outdoor hot tub and soaking springs. Rec center with workout gym equipment
- Parking at trailheads!
- Help forest service with porter potties
- The Nordic LTR needs an expansion (and personality charm)
- Develop a world class Nordic Center!
- Educate trail users with fun signs like Fruita's Rustlers Loop
- More areas for event parking

GP 6: Protection of the Natural Resources that Define and Support Frisco.

How well do the preliminary policy directions for GP6 align with your vision for Frisco? (Scale of 1-5, "1- not well at all" to "5-very well")⁶

- 5 – 14 dots
- 4 – 5 dots
- 3 – 2 dots
- 2 – 0 dots
- 1 – 0 dots

General Comments

- Make sure water quality is addressed.
- Does financial gain from our tourism offset the environmental impacts through mitigation? Enhancement, upgrades
- Ban single-use plastic bags!
- The Town can play a key part in educating re: moose, trail etiquette, etc.
- Main Street is not so great for bikes – people ride on the sidewalks! And no good crossing pattern from Marina
- Encourage xeriscaping. No grass! Native plants!
- What can we do about all the people camping by Rainbow Lake in the summer? Their trash and waste is everywhere!
- Wild fire needs to be addressed; Flood – no – personal problem

⁶ 8 additional green dots placed next to particular policy recommendations under this guiding principle to express support.

- Sheer numbers are overwhelming. Trampling, single track (Rainbow) now looks like a 2 lane road

Should the Town adopt countywide climate action goals currently under development (e.g., 100% renewable energy target)?

- Yes – 19 dots
- No – 2 dots

Should the Town require (rather than incentivize) sustainable development practices for all new development?

- Yes – 14 dots
- No – 2 dots
- General Comments
 - Really limit development
 - Sustainability is a good idea; however, it can drive already expensive costs up even further. This makes “affordable” even more out of reach for most folks in the community needing “affordable” housing. Mandated sustainability may lead to creating even a more elitist community.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: VANESSA AGEE, MARKETING AND COMMUNICATIONS DIRECTOR
RE: MARKETING AND EVENTS DEPARTMENT STAFF REPORT
DATE: APRIL 9, 2019

Public Information: Outreach regarding Frisco's fireworks cancellations on July 4th was picked up prolifically by media outlets, including by regional media outlets like Denver's Channels 2, 4, 7 and 9, as well as the Denver Post, KOA-AM radio and KUNC/NPR.

Destination PR: Winter coverage is winding down along with winter, so we are seeing story inquiries about summer, even a few stories about the season ahead and lots of brewery coverage.

- Channel 9's Matt Renoux did a [story on the "Big Dig" and the Touch-a-Truck event](#).
- In honor of International Women's Day, 5280 posted "[A Comprehensive List of the Women Leading the Front Range Culinary Scene](#)," and featured Emily Cleghorn with Outer Range. 5280.com receives 189,230 unique monthly visitors.
- Elevation Outdoors included Frisco and Outer Range in their article titled "[8 Road Trip-Worthy Colorado Breweries to Visit this Year](#)". Their website has a reach of 11,000.
- Forbes featured Outer Range in their article titled "[10 Under-The-Radar Craft Breweries To Watch In Spring 2019](#)". Forbes.com has a reach of 35 million.

Social Media: Frisco's April Fool's "[Peak One Ski Resort](#)" video was shared over 1,400 times through social media and through a post on [Unofficial Network](#), which is an online publication focusing on winter sports and outdoor entertainment with a reach of over 135,000. Hence, the video has been seen over 5,700 times as of April 3, 2019. The video did a lot to show the stunning natural beauty of Frisco and the Town's quirky character and sense of humor thanks to the grace and skill of Mayor Wilkinson and Mayor Pro Tem Mortensen and the generosity of locals Mark Koob (skiing and paragliding footage) and Tripp Fay (drone footage). Local Michael Murphy filmed as well and did the hard production work to bring it all together.

Special Events: Upcoming events- Easter Egg Hunt on Sunday, April 21 at 12:00 pm and Town Clean Up Day on Saturday, May 18 at 9:00 am.

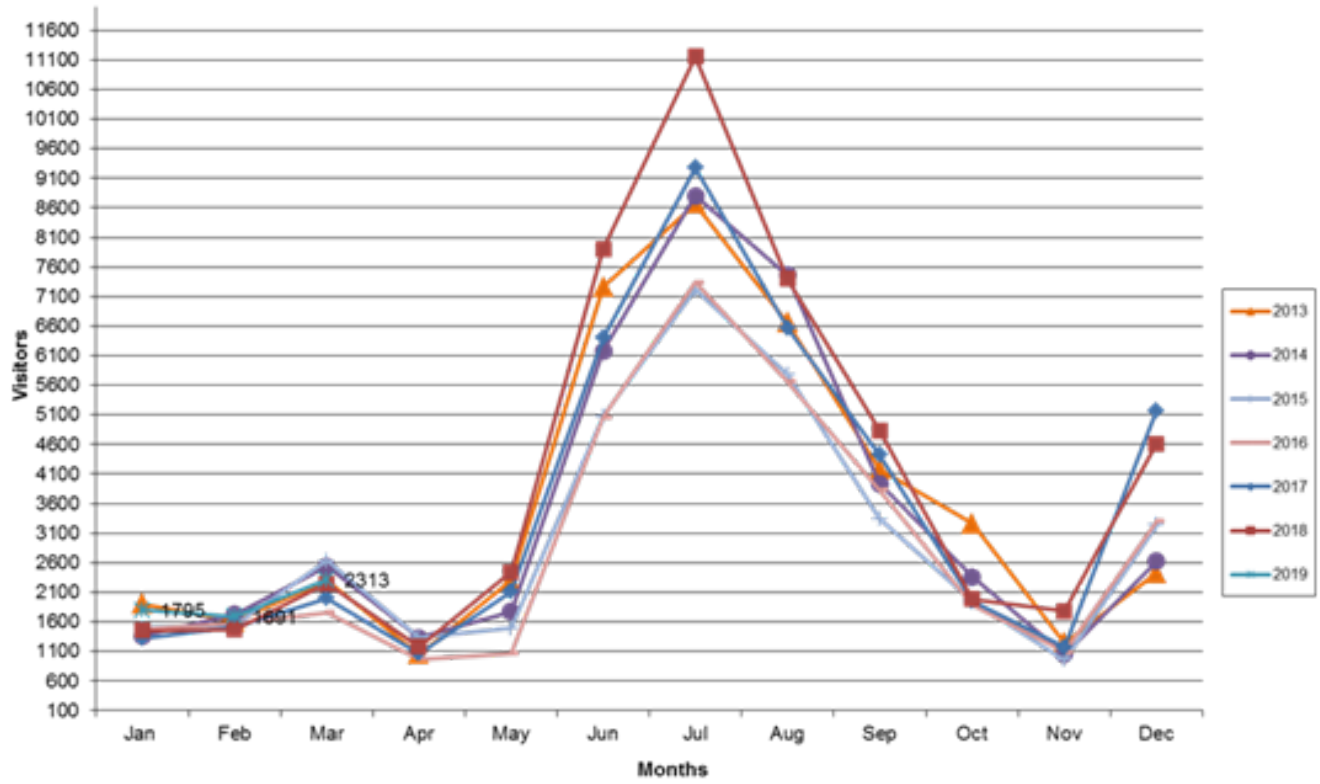
July 4th planning is in full swing with strategies to improve the parade, animation on Main Street post parade and the evening concert. The [July 4th webpages](#) have been updated with more information around parade expectations; streamlined parade categories; and more generous cash prizes.

Frisco/Copper Visitor Information Center:

Visitor Information Center numbers for March 2019

- The Information Center saw 2,313 visitors in March 2019 (2,246 in March 2018).
- The Information Center answered 222 phone calls in March 2019 (393 in March 2018).
- Public computer use- 29 in March 2019 (48 in March 2018)
- Restroom usage
 - Men's restroom usage March 1-31, 2019: 2,451
 - Women's restroom usage March 1-31, 2019: 2,503
- Information Center staff had a booth at the Snowshoe for the Cure Friday Pink Party registration event and at the Saturday snowshoe event, where participants could play games, while staff also provided information about Frisco.
- Water bottle pledge- 197 for the month of March at the Visitor Information Center and 30 water bottles/pledges were also handed out at Snowshoe for the Cure event, as there is a water filling station in the Nordic Center.
- When I-70 was closed due to weather conditions, the Visitor Information Center acted as ski rental return for Copper Mountain, as guests could not reach Copper.
- Information Center staff explored the Keystone Village business scavenger hunt with Diane McBride and Linsey Joyce for the purpose of potentially implementing this idea in Frisco.
- Guest comment highlights: "A joy! Thank you!" "Y'all Rock!" "Love Frisco, Copper, and Cooper!" "Moving here!"

Walk in Visitors 2013-2019



Report Criteria:

Business.License status = "Active"
 Business.Year opened = "March 2019"
 Business.Owner.Sequence number = 1

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
In	Alpine Dezine	Mottau, Glenn	313 Teller Street Unit A	Frisco	720-404-2584	Retail - HomeImprove
In	Copy Copy	Smiley, Rachel and David	825 North Summit Boulevard	Frisco	970-668-5456	Retail - Office
In	Galena Street Planning Group	Sabatini, Mark	312 D Creekside Drive	Frisco	970-668-8665	Retail - HomeImprove
In	Popeye Sports	Cochran, Bruce	624 Teller Street Alley	Frisco	970-485-0456	Vacation Rentals
In	Redbox - 55 Lusher Court	Redbox Automated Retail	55 Lusher Court	Frisco	630-756-8112	Retail - General
In	Summit Massage and Wellbeing	Motyl, Olivia	403 Main Street Ste 105	Frisco	970-668-1310	Health/Beauty
In	Wholistic Wholeness Health and	Maguire, Shelly	101 West Main Street Suite 206B	Frisco	970-409-0481	Health/Beauty
Out	A+ Handyman and Caretaking	Cook, Riley	26454 Highway 9	Silverthorne	970-389-2733	Retail - HomeImprove
Out	Adam & Eve	PHE Inc.	302 Meadowlands Drive	Hillsborough	919-644-8100	Retail - Clothing
Out	Anderson Construction	Anderson, Rob	33 Blue Fins Circle	Breckenridge	970-485-1817	Retail - HomeImprove
Out	Boehringer Ingelheim Animal Heal	Boehringer Ingelheim Animal Health USA	3239 Satellite Boulevard Bldg 500	Duluth	678-638-3000	Retail - General
Out	CCH Incorporated	CCH Incorporated	2700 Lake Cook Road	Riverwoods	847-267-2269	Retail - Office
Out	Eclectic Hive	Livingston, Jill	999 Tejon Street	Denver	303-295-0519	Retail - Furnishings
Out	Fortunato Properties	Ridolfi, Michael	1705 Airport Road Unit 2	Breckenridge	970-423-6697	Vacation Rentals
Out	Garage Technologies	Johnson, Alex	53 Spyglass Way	Silverthorne	970-485-9735	Retail - HomeImprove
Out	Happy Floors	AB Property Services	180 NW 183rd Street Ste 102	Miami	800-432-2115 x143	Retail - HomeImprove
Out	Hawks Plumbing and Heating	Hawks, Chris	301 1/2 Morningstar Drive	Breckenridge	970-390-4246	None
Out	Iron Forest Building Co.	Eland, John	100 South Ridge Unit #202	Breckenridge	970-409-7980	Retail - HomeImprove
Out	Lumber Liquidators	Lumber Liquidators	3000 John Deere Road	Toana	757-259-4289	Retail - HomeImprove
Out	Marathon Plumbing	Pitcher, Peter	10942 Kingston Court	Henderson	720-989-3361	Retail - HomeImprove
Out	Parrish Construction	Parrish, Danyelle	1195 NW 150 Road	Holden	816-735-9162	None
Out	Publishing Concepts	Publishing Concepts	4835 LBJ Freeway Ste 1100	Dallas	972-728-3697	Retail - Office
Out	Salewa USA	Salewa USA	3600 Pearl Street Unit 2	Boulder	303-444-0446	Retail - General
Out	Sinclair Institute	Townsend Enterprises	302 Meadowlands Drive	Hillsborough	919-644-8100	Retail - Clothing
Out	Ski Colorado Vacation Rentals Hol	Wesley, Megan	245 South Ridge Avenue Suite 3A	Breckenridge	970-223-1805	Vacation Rentals
Out	Spectrotel Inc	Spectrotel	3535 Route 66 Suite 77	Neptune	678-257-7764	Utility
Out	Sunrun Installation Services	Sunrun Installation Services	775 Fiero Lane Ste 200	San Luis Obispo	415-580-6900	Retail - HomeImprove
Out	Tesla Lease Trust	Tesla Lease Trust	3500 Deer Creek Road	Palo Alto	503-219-0683	Retail - Automotive
Out	Thrive Market	Green, Nicholas	4509 Glencoe Avenue	Marina Del Rey	424-291-9520	Grocery
Out	U.S. Venture	U.S. Venture	425 Better Way	Appleton	920-243-5872	Retail - Automotive
Out	Valiant Products Corporation	Davine, Bruce	2727 West 5th Avenue	Denver	303-892-1234	Retail - Office
Out	Ventura International	Ventura International	5200 Blue Lagoon Drive Ste 620	Miami	786-329-7684	Health/Beauty
Out	Zuni Sign Company	Benbow, Todd	27875 Highway 74	Evergreen	303-670-8952	Retail - Office

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
MARCH 26, 2019**

Mayor Wilkinson called the meeting to order at 7:00 p.m. Town Clerk Deborah Wohlmuth called the roll.

Present: Jessica Burley
Dan Fallon
Rick Ihnken
Hunter Mortensen
Deborah Shaner
Melissa Sherburne
Gary Wilkinson

Absent:

Public Comment:

Rodney Robinson with Team Summit introduced the Team Summit Children's Games participants indicating that the twelve participants won fifteen medals, all with top ten finishes.

Frisco residents and business owners Joyce Burford, Lisa Holenko, and Mary Elaine Moore, encouraged Council to consider vertical zoning from Second and Main to Seventh and Main by limiting or prohibiting service oriented businesses on the first floor of Main Street buildings. Frisco business owner Jan Shackelford encouraged Council to consider the decision carefully to prohibit property owners from their ability to utilize their buildings to their best opportunity.

Council Comment:

Council member Shaner thanked Public Works for their snow removal efforts.

Proclamation:

Mayor Wilkinson proclaimed March 30, 2019 Earth Hour Day.

Consent Agenda:

- Minutes March 12, 2019 Meeting
- Warrant List
- Purchasing Cards
- Marina Project Financing: Bond Purchase Agreement
- Resolution 19-13, a Resolution for the Purchase of a Multihog CX75 Sidewalk Machine for Use in Streets, Parks and General Town Maintenance Operations
- Resolution 19-14, a Resolution for the Purchase of One (1) Caterpillar 930M Loader and one (1) Caterpillar 938M Loader for Use in Streets, Parks and General Town Maintenance Operations

MOTION: COUNCIL MEMBER MORTEENSEN MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED. SECOND, COUNCIL MEMBER BURLEY. VOTE:

BURLEY	YEA	SHANER	YEA
FALLON	YEA	SHERBURNE	YEA
IHNKEN	YEA	WILKINSON	YEA
MORTENSEN	YEA	MOTION CARRIED.	

New Business:

Agenda Item #1: Resolution 19-15, a Resolution Approving the Phase One Site Improvements at the Frisco Bay Marina STAFF: TOM HOGEMAN 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Marina Manager Tom Hogeman indicated that this proposed project is Phase 1 of the larger Marina Master Plan. Phase 1 includes site improvements that will follow the Big Dig Project that is currently underway. These site improvements intend to be substantially complete this summer and have been planned with future work in mind as to avoid unnecessary rework. Mr. Hogeman indicated that the Phase 1 scope of work includes the construction of a three lane boat ramp, drive lanes, curb & gutter, utility infrastructure, and site hardscape and softscape. The boat ramp is planned to be completed on or before May 1, 2019. Based on Columbine Hills Concrete being the responsive low bidder, their local knowledge, and the successful working relationship with the Town on past projects including, "Step Up Main", staff recommends the Town Council approve a contract with Columbine Hills Concrete. Mayor Wilkinson opened the public hearing at 7:33 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:35 p.m.

MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE RESOLUTION 19-15, A RESOLUTION APPROVING THE PHASE ONE SITE IMPROVEMENTS AT THE FRISCO BAY MARINA. SECOND, COUNCIL MEMBER FALLON. VOTE:

BURLEY	YEA	SHANER	YEA
FALLON	YEA	SHERBURNE	YEA
IHNKEN	YEA	WILKINSON	YEA
MORTENSEN	YEA	MOTION CARRIED.	

Agenda Item #2: Resolution 19-16, a Resolution Authorizing the Mayor and Town Clerk to Execute That Certain Agreement for the Peninsula Recreation Area Building Design Build Construction Services with MW Golden Constructors STAFF: DIANE MCBRIDE 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Assistant Town Manager Diane McBride indicated that The Town of Frisco budgeted for a new building at the Peninsula Recreation Area (PRA) in 2019. The project scope consists of a 4,000ft² prefabricated metal building to be built out with interior office space and maintenance and storage space. In addition to the design/build scope of work for this project, the work also includes the construction of the exterior restrooms attached to the Day Lodge to maximize the

cost benefits/efficiency with a general contractor on site. Four (4) teams submitted proposals for the project, and all four (4) teams were interviewed on March 12, 2019. Based on their expertise, local knowledge and work, price, reputation, and their complete team, staff recommends working with MW Golden Constructors on this project. Mayor Wilkinson opened the public hearing at 7:39 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:49 p.m.

MOTION: COUNCIL MEMBER FALLON MOVED TO APPROVE RESOLUTION 19-16, A RESOLUTION AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE THAT CERTAIN AGREEMENT FOR THE PENINSULA RECREATION AREA BUILDING DESIGN BUILD CONSTRUCTION SERVICES WITH MW GOLDEN CONSTRUCTORS. SECOND, COUNCIL MEMBER SHANER. VOTE:

BURLEY	NO	SHANER	YEA
FALLON	YEA	SHERBURNE	YEA
IHNKEN	YEA	WILKINSON	YEA
MORTENSEN	YEA	MOTION CARRIED.	

Agenda Item #3: First Reading Ordinance 19-04, an Ordinance Amending Chapter 180 of the Code of Ordinances of the Town of Frisco, Concerning the Unified Development Code, By Amending Subsection 180-1.5.3, Concerning Building Permits and Certificates of Occupancy; Subsection 180-2.5.1.D, Concerning the Approval Criteria for Conditional Uses; Subsection 180-2.5.2.B.1, Table 2-2, Concerning Site Plan Review Thresholds; Subsection 180-2.5.2.D.3.A, Concerning Sketch Plan of the Major Site Plan Review Procedures; Subsection 180-2.5.2.D.4, Concerning Staff Review and Action of the Major Site Plan Review Procedures; Subsection 180-2.7.2, Table 2-3, Concerning Allowable Administrative Adjustments; Subsection 180-3.11, Table 3.11-1, Concerning CC District Dimensional Standards; Subsection 180-3.17.11, Concerning Table of Allowed Uses; Subsection 180-5.2.1.C.2, Concerning Crawlspace and Basements Associated with Cabin Housing; Subsection 180-5.2.3.C.2, Concerning Dumpster Enclosures; Subsection 180-5.2.6.J, Concerning Location Criteria for Medical Marijuana Dispensaries; Subsection 180-5.2.8, Concerning Residential Uses in the Central Core and Mixed Use Districts; Subsection 180-5.2.9.I., Concerning Locational Criteria for Retail Marijuana Facilities; Subsection 180-5.2.7, Concerning Light Industrial Zoning District; Subsection 180-5.2.8, Concerning the Light Industrial Zoning District; Subsection 180-5.5.B.1., Concerning Density Bonus in the Central Core, Gateway, and Mixed-Use Districts; Subsection 180-6.3.2, Concerning Buildings Occupying More Than One Lot; Subsection 180-6.8.A., Concerning Allowance of Non-Solid Fuel-Burning Devices; Subsection 180-6.13.3., Concerning On-Premise Parking Requirements; Subsection 180-6.13.3., Table 6-1, Concerning Required Number of Parking Spaces By Land Use; Subsection 180-6.13.3.D. Concerning Minimum Parking Requirements for the Central Core District (CC) and Properties Within the Mixed-Use District (MU) that Front on West Main Street; Subsection 180-6.16.3.E, Concerning General Requirements for Outdoor Lighting; Section 180-8, Concerning Fences and Walls; Subsection 180-6.19.7.D, Concerning Snow and Wind Load Standards for Signs; Subsection 180-6.19.12.C, Concerning Flags; Subsection 180-6.19.14, Concerning Nonconforming Signs; Subsection 180—6.22.3.F, Concerning Residential Development Standards for Garages; Subsection 180-7.6.3, Concerning Subdivision Lots; Subsection 180-7.6.9, Concerning Sanitary Sewers; Subsection 180-8.5.1, Concerning Changes, Extensions or Alterations of Nonconforming Buildings and Structures; Subsection 180-9.2.3, Concerning Definitions of General Use Categories for Personal Services; Section 180-9.3, Concerning General Definitions for Affordable Housing, Bedroom, Certificate of Occupancy, Condominium Hotel,

Electric Vehicle Charging Station, Structure Height, Kennel, Commercial/Industrial Laundromat, Self-Service Laundromat, Multi-Housing Laundry, On-Premises Laundry, Public or Private Park, Personal Services, Substantial Destruction, Conditional Use, and Veterinary Clinic STAFF: BILL GIBSON 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Assistant Community Development Director Bill Gibson stated that this is the first reading of Ordinance 19-04 amending specific elements of Chapter 180, Frisco Unified Development Code (UDC), including the allowance for Commercial/Industrial Laundromats in the Light Industrial Zoning District. The current UDC was adopted in total through Ordinance 17-04 in June of 2017. The purpose of the 2017 UDC project was to upgrade, consolidate, and reformat the former subdivision and zoning regulations. It was acknowledged at that time that additional corrections and policy amendments to these regulations would be forthcoming over time. Therefore, Staff is also proposing various “housekeeping” and substantive code text amendments to the UDC including an amendment prohibiting a residential use on the ground floor on properties within the Central Core is included in this group of amendments. Mayor Wilkinson opened the public hearing at 8:27 p.m. Diane Weiland asked for clarification concerning coin operated laundries. There being no additional public comment, Mayor Wilkinson closed the public hearing at 8:28 p.m.

MOTION: COUNCIL MEMBER SHANER MOVED TO APPROVE FIRST READING ORDINANCE 19-04, AN ORDINANCE AMENDING CHAPTER 180 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE UNIFIED DEVELOPMENT CODE, BY AMENDING SUBSECTION 180-1.5.3, CONCERNING BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY; SUBSECTION 180-2.5.1.D, CONCERNING THE APPROVAL CRITERIA FOR CONDITIONAL USES; SUBSECTION 180-2.5.2.B.1, TABLE 2-2, CONCERNING SITE PLAN REVIEW THRESHOLDS; SUBSECTION 180-2.5.2.D.3.A, CONCERNING SKETCH PLAN OF THE MAJOR SITE PLAN REVIEW PROCEDURES; SUBSECTION 180-2.5.2.D.4, CONCERNING STAFF REVIEW AND ACTION OF THE MAJOR SITE PLAN REVIEW PROCEDURES; SUBSECTION 180-2.7.2, TABLE 2-3, CONCERNING ALLOWABLE ADMINISTRATIVE ADJUSTMENTS; SUBSECTION 180-3.11, TABLE 3.11-1, CONCERNING CC DISTRICT DIMENSIONAL STANDARDS; SUBSECTION 180-3.17.11, CONCERNING TABLE OF ALLOWED USES; SUBSECTION 180-5.2.1.C.2, CONCERNING CRAWLSPACES AND BASEMENTS ASSOCIATED WITH CABIN HOUSING; SUBSECTION 180-5.2.3.C.2, CONCERNING DUMPSTER ENCLOSURES; SUBSECTION 180-5.2.6.J, CONCERNING LOCATION CRITERIA FOR MEDICAL MARIJUANA DISPENSARIES; SUBSECTION 180-5.2.8, CONCERNING RESIDENTIAL USES IN THE CENTRAL CORE AND MIXED USE DISTRICTS; SUBSECTION 180-5.2.9.I., CONCERNING LOCATIONAL CRITERIA FOR RETAIL MARIJUANA; SUBSECTION 180-5.2.7, CONCERNING LIGHT INDUSTRIAL ZONING DISTRICT; SUBSECTION 180-5.2.8, CONCERNING THE LIGHT INDUSTRIAL ZONING DISTRICT; SUBSECTION 180-5.5.B.1., CONCERNING DENSITY BONUS IN THE CENTRAL CORE, GATEWAY, AND MIXED-USE DISTRICTS; SUBSECTION 180-6.3.2, CONCERNING BUILDINGS OCCUPYING MORE THAN ONE LOT; SUBSECTION 180-6.8.A., CONCERNING ALLOWANCE OF NON-SOLID FUEL-BURNING DEVICES; SUBSECTION 180-6.13.3., CONCERNING ON-PREMISE PARKING REQUIREMENTS; SUBSECTION 180-6.13.3., TABLE 6-1, CONCERNING REQUIRED NUMBER OF PARKING SPACES BY LAND USE; SUBSECTION 180-6.13.3.D. CONCERNING MINIMUM PARKING REQUIREMENTS FOR THE CENTRAL CORE DISTRICT (CC) AND PROPERTIES WITHIN

THE MIXED-USE DISTRICT (MU) THAT FRONT ON WEST MAIN; SUBSECTION 180-6.16.3.E, CONCERNING GENERAL REQUIREMENTS FOR OUTDOOR LIGHTING; SECTION 180-8, CONCERNING FENCES AND WALLS; SUBSECTION 180-6.19.7.D, CONCERNING SNOW AND WIND LOAD STANDARDS FOR SIGNS; SUBSECTION 180-6.19.12.C, CONCERNING FLAGS; SUBSECTION 180-6.19.14, CONCERNING NONCONFORMING SIGNS; SUBSECTION 180—6.22.3.F, CONCERNING RESIDENTIAL DEVELOPMENT STANDARDS FOR GARAGES; SUBSECTION 180-7.6.3, CONCERNING SUBDIVISION LOTS; SUBSECTION 180-7.6.9, CONCERNING SANITARY SEWERS; SUBSECTION 180-8.5.1, CONCERNING CHANGE, EXTENSION OR ALTERATION OF NONCONFORMING BUILDINGS AND STRUCTURES; SUBSECTION 180-9.2.3, CONCERNING DEFINITIONS OF GENERAL USE CATEGORIES FOR PERSON SERVICES; SECTION 180-9.3, CONCERNING GENERAL DEFINITIONS FOR AFFORDABLE HOUSING, BEDROOM, CERTIFICATE OF OCCUPANCY, CONDOMINIUM HOTEL, ELECTRIC VEHICLE CHARGING STATION, STRUCTURE HEIGHT, KENNEL, COMMERCIAL/INDUSTRIAL LAUNDROMAT, SELF-SERVICE LAUNDROMAT, MULTI-HOUSING LAUNDRY, ON-PREMISE LAUNDRY, PUBLIC OR PRIVATE PARK, PERSONAL SERVICES, SUBSTANTIAL DESTRUCTION, CONDITIONAL USE, AND VETERINARY CLINIC. SECOND, COUNCIL MEMBER IHNKEN. VOTE:

BURLEY	YEA	SHANER	YEA
FALLON	YEA	SHERBURNE	YEA
IHNKEN	YEA	WILKINSON	YEA
MORTENSEN	YEA	MOTION CARRIED.	

Adjourn:

There being no further business, the meeting adjourned at 8:29 p.m.

Respectfully Submitted,

Deborah Wohlmuth, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: CHARTER REVIEW OF CHAPTER 25, INVESTMENTS
DATE: APRIL 9, 2019

Summary Statement: Per the Town of Frisco Home Rule Charter, every five years, each Chapter of the Frisco Town Code is to be reviewed for possible amendment or repeal.

Background: Chapter 25, Investments, was added in May of 1997 by Ordinance 97-09, and amended in 2009. Per the Home Rule Charter, staff has reviewed Chapter 25 and determined there are no amendments necessary at this time. Chapter 25, titled Investments is attached for your review.

Staff Recommendation: On that basis, it is my recommendation that the Council make a motion acknowledging that Chapter 25, titled Investments has been reviewed pursuant to the Home Rule Charter and that no changes are necessary at this time.

Financial Impact: Approval of this motion will have no financial impact to the budget.

Reviews and Approvals: This report has been reviewed and approved by:

Bonnie Moinet, Finance Director-Approved
Nancy Kerry, Town Manager-Approved

INVESTMENTS

Chapter 25

INVESTMENTS

- § 25-1. Definitions.
- § 25-2. Power and Authority.
- § 25-3. Revocation and Rescission of Previous Enactments.
- § 25-4. Acceptance of the Act as Guideline Only.
- § 25-5. Specific Authority for Town Investments.
- § 25-6. Term of Securities Purchased.
- § 25-7. Findings of the Council as to Validity of Prior Investments.
- § 25-8. Authority to Act on Behalf of the Town.

[HISTORY: Adopted by the Mayor and Town Council of the Town of Frisco 05-06-97, Ord. 97-09.]

§ 25-1. Definitions. [Amended 04-28-09, Ord. 09-09]

The following words and terms shall have the following meanings when used in this Ordinance unless the context in which they are used shall indicate clearly that another meaning is intended.

ACT means Title 24, Article 75, Part 6, Colorado Revised Statutes.

CHARTER means the Town's home rule charter approved by the electorate of the Town voting at an election duly held on November 8, 1988.

COUNCIL means the Town Council of the Town of Frisco, Colorado.

ORDINANCE means this Ordinance duly passed and finally adopted at a regular public meeting of the Council held on May 6, 1997 to be effective five days after the date of its publication as required by the Town's home rule charter.

PREVIOUS ENACTMENTS mean the Town's Resolution 88-24 dated November 1, 1988; Town Ordinance number 88-10 dated December 20, 1988; the Town's Administrative Policy Subject: Financial Policies adopted by Council on March 21, 1989, as amended on March 2, 1993; and any and all other motions, resolutions, Ordinances, policies or other enactments whatsoever by the Council regarding the Town's investments in securities, except for the Town of Frisco Investment Policy that is in effect from time to time.

PUBLIC FUNDS mean any funds in the custody, possession or control of the Town; any funds over which the Town has investment control; any funds over which the Town would have investment control but for the Town's delegation of that control to another person; and any funds over which another person exercises investment control on behalf of or for the benefit of the Town.

INVESTMENTS

SECURITY means any bond, note, bill, obligation, certificate of indebtedness or other evidence of indebtedness, or any interest in any of the foregoing.

TOWN means the Town of Frisco, Colorado.

§ 25-2. Power and Authority.

Pursuant to Article XX, Section 6 of the Constitution of Colorado, Ordinances made pursuant to a home rule charter shall supersede within the territorial limits and other jurisdictions of a home rule municipality any law of the state in conflict therewith. This Ordinance is declared hereby to be made pursuant to the Charter and to the extent that this Ordinance is in conflict with the Act, the Town intends that this Ordinance shall control.

§ 25-3. Revocation and Rescission of Previous Enactments.

The Council hereby revokes and rescinds the Previous Enactments and declares the terms of this Ordinance to control with respect to any and all investments in Securities by the Town from the effective date of the Ordinance.

§ 25-4. Acceptance of the Act as Guideline Only.

The Town hereby accepts the provisions of the Act, as it may be amended from time to time, only as a guideline for investing. To the extent that the provisions of this Ordinance are in conflict with any provision or provisions of the Act, this Ordinance shall control. Specifically, limitations found in the Act on the length of time between the date of purchase of a Security and its maturity date shall not apply to the Securities purchased by the Town.

§ 25-5. Specific Authority for Town Investments. [Amended 04-28-09, Ord. 09-09]

Section 601.1 of the Act sets forth a listing of Securities which shall be legal investments for public entities in Colorado. The Town of Frisco Investment Policy, as adopted or as amended by the Council from time to time, further sets forth a listing of Securities which shall be legal investments for the Town of Frisco. Any Security which appears in such Town of Frisco Investment Policy's listing of legal investments or in the Act's listing of legal investments, as they may be amended from time to time, shall be a legal investment for the Town; however, a simple majority vote by the Council on the purchase of any Security or Securities not therein set forth shall suffice to approve the purchase of such Security or Securities, notwithstanding its or their absence from either listing.

§ 25-6. Term of Securities Purchased.

The Town may purchase Security without regard to the date of its maturity so long as there is an established secondary market for such Security and such Security can be liquidated by the Town at any time. The required liquidity of any Security with a

INVESTMENTS

maturity date in excess of five years after the date of its purchase by the Town shall be evidenced sufficiently by a certification thereto made by the broker.

§ 25-7. Findings of the Council as to Validity of Prior Investments.

Nothing in this Ordinance shall be construed so as to invalidate any investment made by the Town prior to the effective date hereof. The Council hereby finds and determines that Securities owned by the Town as of the date of passage and final adoption hereof are legal investments of the Town and their purchase is ratified by the Council by the passage and final adoption of this Ordinance. Moreover, all purchases of Securities by authorized officers and employees of the Town made prior to the passage and final adoption of this Ordinance hereby are ratified by the Council and the Council finds that such Securities are legal investments of the Town.

§ 25-8. Authority to Act on Behalf of the Town. [Amended 04-28-09, Ord. 09-09]

The Council hereby authorizes the Town Manager and the Town Finance Director to act on behalf of the Town in purchasing and selling Securities. The Council may, from time to time, authorize other officers or employees to purchase or sell Securities on behalf of the Town by simple motion at any public meeting of the Council.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: BONNIE MOINET, FINANCE DIRECTOR
RE: AMENDMENT TO TOWN OF FRISCO INVESTMENT POLICY
DATE: APRIL 9, 2019

Summary: This amended policy is presented for your approval to identify and authorize additional depositories as listed in Appendix IV and V. This policy is reviewed annually and revised as needed. The last minor revision was in May 2016. No other changes are required to the Investment Policy at this time.

Background: The Town is frequently presented offerings from firms and banks that are not currently listed in the appendices. Within the policy, there are specific requirements that depositories must meet prior to selection; staff has determined that all of the institutions listed in Appendix IV and V have met these requirements.

Analysis: Staff believes the policy accommodates Colorado's governing investment statute. These minor changes bring the policy current with respect to broker/dealer and bank selections in accordance with Colorado State Statutes.

Recommendation: On that basis, staff recommends that the Town Council approve the Town of Frisco Investment Policy as revised.

Financial Impacts: There are no immediate financial impacts associated with this amendment; however, addition of qualified depositories results in opportunities for better interest rates on the Town's investments and more diversity in offerings.

Reviews and Approvals: This report has been reviewed and approved by:

Bonnie Moinet, Finance Director - Approved
Nancy Kerry, Town Manager - Approved

TOWN OF FRISCO INVESTMENT POLICY

INTRODUCTION AND SCOPE

The Town of Frisco (“the Town”) adopted a home rule charter on August 1, 1988. The municipal government provided by this Charter is a Council-Manager government. Pursuant to the Home Rule Charter provisions and subject only to limitations imposed by the State Constitution and by this Charter, all powers shall be vested in an elective, seven-member Council (the “Council”) which shall enact local legislation, adopt budgets, determine policies and appoint the Town Manager who shall execute the laws and administer the Town government.

The following Investment Policy addresses the methods, procedures and practices which must be exercised to ensure effective and judicious fiscal and investment management of the Town’s funds. This Investment Policy shall apply to the investment management of all financial assets and funds under control of the Town, except for the retirement and pension funds of the Town. All cash, except for certain restricted funds, shall be pooled for investment purposes. The investment income derived from the pooled investment account shall be allocated to the General Fund and to those Town accounts that have contributed to the pooled funds based on the proportion of their respective average balances relative to the total pooled balance.

This Investment Policy replaces any previous investment policy or investment procedures of the Town.

This Investment Policy complies with the various regulatory requirements under which the Town operates. It was endorsed and adopted by Resolution No. 5-32 of the Town of Frisco’s Town Council on April 26, 2005, and revised on June 26, 2007, April 28, 2009, July 26, 2011, April 8, 2014, and May 23, 2017.

INVESTMENT OBJECTIVES

All funds which are held for future disbursement shall be deposited and invested by the Town in accordance with Colorado State Statutes, the Home Rule Charter, Chapter 25 “Investments” of the Code of the Town of Frisco and any ordinances and resolutions enacted by the Town Council in a manner to accomplish the following objectives:

- Preservation of capital and protection of investment principal.
- Maintenance of sufficient liquidity to meet anticipated cash flows.
- Diversification to avoid incurring unreasonable market risks.
- Attainment of a market value rate of return.
- Conformance with all applicable Town policies, and State and Federal regulations.

DELEGATION OF AUTHORITY

Under Section 25-8 of the Code of the Town of Frisco, Colorado, the Town Manager and Town Finance Director have the authority to conduct investment transactions. The Town Manager and Town Finance Director have the responsibility of administering this investment policy. Other members of the Town's finance staff may be appointed to assist the Finance Director in the cash management, treasury or investment functions and the Finance Director will submit those staff members names in writing to the Town Manager for approval. Persons who are authorized to transact securities business for the Town are listed in Annex I of this Investment Policy. The Town Council, through the Town's external auditors, will periodically review the compliance of the cash, treasury, and investment management practices with this Investment Policy.

The Finance Director shall establish written administrative procedures for the operation of the Town's investment program consistent with this Investment Policy. The Town's Finance Director and other authorized persons acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes. The Finance Director will be responsible for ensuring that sufficient liquidity exists to maintain the Town's operations in the event of adverse market conditions or claims.

The Finance Director may engage, with Town Council approval, the support services of outside professionals, so long as it can be demonstrated that these services produce a net financial advantage and necessary financial protection of the Town's resources. Such services may include engagement of financial advisors in conjunction with debt issuance, portfolio management support, special legal representation, third party custodial services, and appraisal of independent rating services.

PRUDENCE

The standard of prudence to be used for managing the Town's assets is the "prudent investor" rule applicable to a fiduciary, which states that a prudent investor "shall exercise the judgment and care, under circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of their capital." (Colorado Revised Statutes 15-1-304, Standard for Investments.)

ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall adhere to the Town's Code of Ethics and shall not engage in personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Town Manager any material financial interest in financial institutions that conduct business with the Town, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Town's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the Town particularly with regard to the timing of purchases and sales. The Town's current Code of Ethics is on file in the Clerk's office.

ELIGIBLE INVESTMENTS AND TRANSACTIONS

All investments will be made in accordance with the Colorado Revised Statutes (CRS) listed in Annex II of this Investment Policy. Any revisions or extensions of these sections of the CRS will be assumed to be part of this Investment Policy immediately upon being enacted.

The Town Council has further restricted the investment of Town funds to the following types of securities and transactions:

1. U.S. Treasury Obligations: Treasury Bills, Treasury Notes, Treasury Bonds and Treasury Strips with maturities not exceeding five years from the date of trade settlement.
2. Federal Instrumentality Securities: Debentures, discount notes, callable securities, step-up securities and stripped principal or coupons with maturities not exceeding five years from the date of trade settlement issued by the following only: Federal National Mortgage Association (FNMA), Federal Farm Credit Banks (FFCB), Federal Home Loan Banks (FHLB), and Federal Home Loan Mortgage Corporation (FHLMC). To be approved, Federal Instrumentality Securities must be rated AAA by either Moody's or Standard & Poor's. The Town will not invest in any of the subordinated debentures issued by the federal instrumentality issuers.
3. Prime Commercial Paper issued by U.S. companies and denominated in U.S. currency with a maturity not exceeding 270 days from the date of purchase. Commercial Paper shall be rated in its highest rating category at the time of purchase by at least two Nationally Recognized Statistical Rating Organizations (NRSROs), and by all NRSROs that rate the obligations. If the commercial paper issuer has senior debt outstanding, the senior debt must be rated not less than A+, A1 or the equivalent by at least two NRSROs, and by all NRSROs that rate the debt. The aggregate amount of securities purchased from any one Commercial Paper issuer shall not exceed 20% of the Town's portfolio.

Any issuer whose short-term ratings are placed on negative watch list by any of the rating agencies will be put on "Hold" status. Issuers on "Hold" status will be ineligible for purchase until a final decision on ratings is made.
4. Eligible Bankers Acceptances with an original maximum maturity not exceeding 90 days, issued by FDIC insured domestic banks or branches of foreign banks domiciled in the U.S. and operating under U.S. banking laws with a minimum of \$250,000 combined capital and surplus. Banker's Acceptances shall be rated at least A1, P-1 or the equivalent at the time of purchase by at least two NRSROs and rated not less by all NRSROs that rate the instrument. If the issuing bank has senior debt outstanding, it shall be rated at the time of purchase AA, Aa2 or the equivalent by at the time of purchase by at least two NRSROs and rated not less by all NRSROs that rate the bank. The aggregate amount of Bankers Acceptances issued by any one bank shall not exceed 20% of the Town's portfolio.

5. Repurchase Agreements with a defined termination date of 180 days or less collateralized by U.S. Treasury and Federal Instrumentality securities listed in items 1 and 2 above with a maturity not exceeding 10 years. Title must transfer to the Town of Frisco or the Town must have a perfected security interest. For the purpose of this section, the term "collateral" shall mean "purchased securities" under the terms of the Town's approved Master Repurchase Agreement. The purchased securities shall have a minimum market value including accrued interest of 102 percent of the dollar value of the transaction. Collateral shall be held in the Town's custodial bank as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

Repurchase Agreements shall be entered into only with dealers who have executed a Master Repurchase Agreement with the Town and who are recognized as Primary Dealers by the Federal Reserve Bank of New York or have a Primary Dealer within their holding company structure. A list of dealers who have executed a Master Repurchase Agreement with the Town is included in Annex III of this Investment Policy.

Approved counterparties to repurchase agreements shall have at least a short-term debt rating of A-1 or the equivalent and a long-term debt rating of A or the equivalent from one or more NRSROs that regularly rate such obligations.

6. Local Government Investment Pools authorized under CRS 24-75-702 that: 1) are "no-load" (i.e., no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value per share of \$1.00; 3) limit assets of the fund to those authorized by State Statute; 4) have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940; and 5) have a rating of AAAm by Standard & Poor's, AAA by Moody's or AAA/V-1+ by Fitch.
7. Non-Negotiable Certificates of Deposit in FDIC insured state or national banks or savings banks that are eligible public depositories in Colorado as defined in CRS 11-10.5-103 and that meet the criteria set forth in the section of this Investment Policy, "Selection of Banks." Certificates of Deposit exceeding the FDIC insured amount shall be collateralized in accordance with the Colorado Public Deposit Protection Act.
8. Money Market Mutual Funds registered under the Investment Company Act of 1940 that: 1) are "no-load" (i.e. no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value per share of \$1.00; 3) have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940; and 4) are rated either AAAm by Standard & Poor's, AAA by Moody's or AAA/V-1+ by Fitch.
9. Negotiable Certificates of Deposit authorized under CRS 24-75-601.1 with an opinion provided by the Colorado Division of Securities, it is legal to invest public funds in negotiable CD's at any FDIC insured bank up to the \$250,000 with maturities no longer than five years from date of settlement and that meet the criteria set forth in the section of this Investment Policy, "Selection of Banks." Negotiable Certificates of Deposit exceeding the FDIC insured amount shall be collateralized in accordance with the Colorado Public Deposit Protection Act.

It is the intent of the Town that the foregoing list of authorized securities be strictly interpreted. Any deviation from this list must be pre-approved by the Town Manager in writing.

The Town may, from time to time issue bonds, the proceeds of which must be invested to meet specific cash flow requirements. In such circumstances and notwithstanding the paragraph immediately above, the reinvestment of debt issuance or related reserve funds may, upon the advice of Bond Counsel or financial advisors, deviate from the provisions of this Investment Policy with the written approval of the Finance Director.

INVESTMENT DIVERSIFICATION

The Town shall diversify its investments to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy, the securities market, and the Town's anticipated cash flow needs.

A minimum of 50% of the investable assets of the Town will be maintained in U.S. Treasury Obligations, Federal Instrumentality Securities, Repurchase Agreements and Local Government Investment Pools.

INVESTMENT MATURITY AND LIQUIDITY

Investments shall be limited to maturities not exceeding five years from the date of trade settlement. The weighted average maturity of the total portfolio shall at no time exceed twenty-four months, and the Town shall maintain at least 10% of its total investment portfolio in instruments maturing in 60 days or less.

For purposes of calculating the portfolio's weighted average maturity, in the case of callable securities, the first call date shall be used as the maturity date for investment purposes in this section if, in the opinion of the Finance Director, there is little doubt that the security will be called prior to maturity. If, in the opinion of the Finance Director, the callable security will go full term to maturity, then that date will be used as the final maturity. In all cases for accounting purposes, however, the final maturity date of the callable securities shall be used as the maturity of the security in order to disclose the maximum maturity liability in the Town's financial reports.

COMPETITIVE TRANSACTIONS

All investment transactions shall be conducted competitively with authorized broker/dealers. At least two broker/dealers shall be contacted for each transaction and their bid and offering prices shall be recorded.

If the Town is offered a security for which there is no other readily available competitive offering, quotations for comparable or alternative securities shall be documented.

SELECTION OF BROKER/DEALERS

The Finance Director shall maintain a list of broker/dealers approved to conduct security transactions with the Town. To be eligible, a firm must meet at least one of the following criteria:

1. Be recognized as a Primary Dealer by the Federal Reserve Bank of New York, or have a Primary Dealer within its holding company structure; or
2. Report voluntarily to the Federal Reserve Bank of New York; or
3. Qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

Broker/dealers will be selected by the Finance Director on the basis of their expertise in public cash management and their ability to provide service to the Town's account. Each authorized broker/dealer shall be required to submit and annually update a Town approved Broker/Dealer Information Request Form which includes the firm's most recent financial statements. The Finance Director shall maintain a file of the most recent Broker/Dealer Information Forms submitted by each firm approved for investment purposes. Broker/Dealers shall also attest in writing that they have received and reviewed a copy of this Investment Policy. A list of approved Broker/Dealers is included in Annex IV of this Investment Policy.

SELECTION OF BANKS

To be eligible for designation to provide depository and other banking services, or for a bank's certificates of deposit to be eligible for purchase, a bank must be a member of the Federal Deposit Insurance Corporation and must qualify as an eligible public depository in Colorado as defined in CRS 11-10.5-103.

The bank shall file annually with the Town of Frisco a declaration of designation as an eligible depository under the provision of the PDPA, in which all deposits over \$100,000 will be collateralized according to the PDPA.

Additionally, the bank must meet a minimum requirement of 3 ½ stars under the Bauer Financial bank star rating system.

Banks failing to meet this criteria, or in the judgment of the Finance Director no longer offering adequate safety to the Town, will be removed from the Town's list of authorized banks.

Periodically, the Town may add a new bank to the list of approved banks provided the bank meets the eligibility requirements described above.

A list of approved banks is included in Annex V of this Investment Policy.

SAFEKEEPING AND CUSTODY

The Finance Director shall approve one or more banks to provide safekeeping and custodial services for the Town. A Town approved Safekeeping Agreement shall be executed with each custodian bank prior to utilizing that bank's safekeeping services. To be eligible for designation as the Town's safekeeping and custodian bank, a financial institution shall qualify as an eligible public depository in Colorado as defined in CRS 11-10.5-103.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. Ownership of all securities shall be perfected in the name of the Town, and sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investments, except certificates of deposit, local government investment pools and money market funds purchased by the Town will be delivered by either book entry or physical delivery and will be held in third-party safekeeping by the Town's approved custodian bank, its correspondent bank or the Depository Trust Company (DTC).

All Fed wireable book entry securities owned by the Town shall be evidenced by a safekeeping receipt or a customer confirmation issued to the Town by the custodian bank stating that the securities are held in the Federal Reserve system in a Customer Account for the custodian bank which will name the Town as "customer."

All DTC eligible securities shall be held in the custodian bank's Depository Trust Company (DTC) participant account and the custodian bank shall issue a safekeeping receipt evidencing that the securities are held for the Town as "customer."

All non-book entry (physical delivery) securities shall be held by the custodian bank's correspondent bank and the custodian bank shall issue a safekeeping receipt to the Town evidencing that the securities are held by the correspondent bank for the Town as "customer."

The Town's custodian will be required to furnish the Town monthly reports of safekeeping activity including a list of month-end holdings.

PERFORMANCE BENCHMARKS

The Town's investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities and cash flow requirements.

The performance of the portfolio shall be compared to the average yield on the U.S. Treasury security that most closely corresponds to the weighted average maturity of the portfolio. All fees involved with managing the portfolio should be included in the computation of the portfolio's rate of return.

The Finance Director shall present to the Town Council, at least annually, a review of the portfolio's adherence to appropriate risk levels and a comparison between the portfolio's total return and the established investment objectives and goals.

REPORTING

Monthly, the Finance Director shall prepare and submit to the Town Council a report listing the investments held by the Town and the market value of those investments. The report shall include a summary of investment earnings and performance results during the period.

POLICY REVISIONS

This Investment Policy shall be reviewed periodically by the Finance Director and may be amended by the Town Council as conditions warrant. The data contained in the Annexes to this Investment Policy may be updated by the Finance Director as necessary with the approval of the Town Manager provided the changes in no way affect the substance or intent of this Investment Policy.

Approved:

Nancy Kerry, Town Manager

Approved as to legal form:

Thad Renaud, Town Attorney

Approved:

Gary Wilkinson, Mayor

Attested by:

Deborah Wohlmuth, CMC, Town Clerk

Date: _____, 2019

Annex I

Authorized Personnel

The following persons are authorized to transact investment business and wire funds for investment purposes on behalf of the Town of Frisco:

1. Town Finance Director
2. Town Accountant
3. Town Manager

Annex II

Applicable Statutes

The following Colorado Revised Statutes are applicable to the investment operations of the Town of Frisco:

CRS 11-10.5-101, et seq.,	Public Deposit Protection Act
CRS 24-75-601, et. seq.,	Funds-Legal Investments
CRS 24-75-603,	Depositories
CRS 24-75-702,	Local Governments – authority to pool surplus funds

Annex III

Master Repurchase Agreement

The following broker/dealers have an executed Master Repurchase Agreement on file with the Town of Frisco:

Annex IV

Approved Broker/Dealers

The following broker/dealers have been approved by the Town of Frisco.

Bank of America Securites
Citigroup Global Markets, Inc.
J.P. Morgan Securities Inc.
Morgan Stanley
Casaceli Capital Management, LLC.
UBS Financial Services Inc.
Wells Fargo Bank, N.A.
SIGMA Securities
First Empire Securities
Coastal Securities, Inc.
Chandler Asset Management
Mutual Securities, Inc.
ProEquities

Annex V

Approved Depositories

The following depository has been approved by the Town of Frisco.

Alpine Bank
Ally Bank
Bank of the West
Bankers Bank West
Discover Bank
First Bank
Key Bank
Solera Bank
Flatirons Bank
Goldman Sachs
Compass Bank
US Bank
Wells Fargo Bank
Guarantee Bank
Mountain View Bank of Commerce
Western States Bank
McCook Bank

GLOSSARY OF TERMS

Banker's Acceptance

A banker's acceptance (BA) can be defined as a time draft drawn on and accepted by a bank to pay a specified amount of money on a specified date. The draft is a primary and unconditional liability of the accepting bank. Bankers' acceptances typically are created for international trade transactions.

Certificate of Deposit (CD)

special type of time deposit. A CD is an investment instrument available at financial institutions generally offering a fixed rate of return for a specified period (such as three months, six months, one year, or longer). The depositor agrees not to withdraw funds for the time period of the CD. If the funds are withdrawn, a significant penalty is charged.

Commercial Paper

Commercial paper (CP) can be defined as a short-term unsecured promissory note issued for a specified dollar amount with a maturity that can be tailored to meet an investor's needs. Notes have maximum maturities of 270 days, with the majority of CP being issued in the 30-50 day range. Most CP is sold at a discount from face value although some can be interest bearing.

Federal Agency Securities

Securities issued by agencies of the U.S. Government such as the Government National Mortgage Association (GNMA or Ginnie Mae), and are backed by the full faith and credit of the United States.

Federal Instrumentality Securities

Securities issued by Government Sponsored Enterprises (GSEs) created by Congress to fund loans to certain groups of borrowers such as homeowners, farmers and students. GSE securities have an implied, but not explicit Federal Government guarantee.

Federal Farm Credit Bank (FFCB)

The FFCB is a network of cooperatively owned lending institutions that provide credit services to farmers and farm-affiliated businesses. The Farm Credit Banks collectively issue consolidated system-wide discount notes, debentures and medium term notes. These securities do not carry direct U.S. government guarantees.

Federal Home Loan Bank System (FHLB)

Created in 1932, the system consists of twelve regional banks, owned by private member institutions and regulated by the Federal Housing Finance Board. The system facilitates extension of credit through its members in order to provide access to housing and to improve the quality of communities. Obligations of the Federal Home Loan Banks do not carry direct U.S. government guarantees.

Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac)

FHLMC is a government-chartered corporation established in 1970 to help maintain the availability of mortgage credit for residential housing. FHLMC buys qualified mortgage loans from the financial institutions that originate them, securitizes the loans, and distributes the securities through the dealer community. FHLMC also issues discount notes, debentures

and medium term notes that finance the purchase of the mortgages. These securities do not carry direct U.S. government guarantees.

Federal National Mortgage Association (FNMA or Fannie Mae)

FNMA (Fannie Mae) is a congressionally chartered corporation, chartered in 1938. FNMA purchases conventional mortgages, pools them and sells them as mortgage-backed securities to investors on the open market. FNMA sells debentures, discount notes and medium term notes to investors to finance their purchase of conventional mortgages. These securities do not carry direct U.S. government guarantees.

Money Market Mutual Funds (MMMFs)

MMMFs are an open-ended mutual fund, which invests only in money market investment instruments. MMMFs are sponsored by private companies and are regulated by and must be registered with the SEC. These funds fall under Investment Company Act of 1940 and they must comply with Rule 2a-7, which governs the credit quality, diversification practices, and maturities of portfolio securities.

Negotiable Certificate of Deposit

Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Repurchase Agreement (repo)

A repurchase agreement (repo or RP) is a simultaneous transaction whereby an investor purchases securities (collateral) from a bank or a dealer for cash and the bank or dealer contractually agrees to repurchase the collateral security at the same price (plus interest) at a mutually agreed-upon future date. When the repurchase agreement is executed, the parties agree to a specified interest rate, or repo rate.

U.S. Treasury Securities (Treasuries)

Treasuries are marketable (negotiable) securities that are issued by the U.S. Treasury and carry the full faith and credit of the U.S. government. They are issued in three types – bills, notes, and bonds. Treasury bills have maturities less than one year, do not have a coupon and are purchased at a discount to par value. Treasury notes and bonds have coupons that pay semi-annual interest and have original maturities of two years or greater.

U.S. Treasury STRIPS (Separately Traded Registered Interest and Principal Securities)

STRIPS are issued by the Treasury as zero-coupon securities and represent the principal or interest payments from selected Treasury notes and bonds. They carry the full faith and credit of the U.S. government.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE, PUBLIC WORKS DIRECTOR
RE: RESOLUTION 19-17, CONTRACT AWARD TO COLUMBINE HILLS CONCRETE, INC.
FOR PHASE TWO OF THE ALLEY PAVING PROJECT
DATE: APRIL 9, 2019

Summary: Request for authorization to award construction contract to Columbine Hills Concrete, Inc. for the construction of Phase Two of the Alley Paving Project.

Background: This contract is to continue the Alley Paving Project as outlined in the five year Capital Improvements Plan adopted by Town Council in 2017.

Staff Analysis: Pursuant to Chapter 9 of the Town Code a Request for Proposals was produced and publicized on February 7th, 2019 with a due date of March 15, 2019. Three bids were received by the deadline, they are listed below:

Columbine Hills Concrete, Inc. = \$199,795.00
Straight Line Sawcutting, Inc. = \$216,182.69
360 Civil, Inc. = \$218,443.00

After staff review of all bids it was seen that each bid was substantially higher than the budgeted amount of \$175,000 for phase two of the project. Phase Two includes the paving of the Teller Alley from 3rd Ave. to 5th Ave. (completing this Alley) and Pine Dr. from 2nd Ave. to 3rd Ave. After discussion we determined that it is a higher priority to complete the full length of the Teller Alley and push the paving of Pine Drive to next year. With this in mind, we contacted the bidders and asked them if they would be willing to modify their bids by removing the Pine Dr. portion of the project. They all agreed to do so, which resulted in the following revised costs:

Columbine Hills Concrete, Inc. = \$142,000.00
Straight Line Sawcutting, Inc. = \$143,495.38
360 Civil, Inc. = \$143,601.00

After discussion of the revised bids it is our recommendation to accept the proposal from Columbine Hills Concrete, Inc and enter into a contract for a cost not to exceed \$142,000.00.

Recommendation: On that basis, staff recommends the Town Council make a motion to adopt the attached Resolution, 19-17 “A RESOLUTION FOR THE AWARD OF CONTRACT FOR THE CONSTRUCTION OF PHASE TWO OF THE ALLEY PAVING PROJECT TO COLUMBINE HILLS CONCRETE, INC. OF SILVERTHORNE, COLORADO.”

Financial Impact: Passage of the recommended motion to award this contract will result in a total cost of \$142,000.00. The amount budgeted in the 2019 budget for this project is \$175,000 from the Capital Improvement Fund, Alley Paving (20-2000-5087). This purchase will leave a balance of \$33,000 in this budget line item.

The form of contract to be used is included for your reference and will be completed and executed after and if the Resolution is approved.

Reviews and Approvals: This report has been reviewed and approved by:

Jeff Goble, Public Works Director - Approved

Bonnie Moinet, Finance Director - Approved

Nancy Kerry, Town Manager - Approved

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 19-17**

A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR THE CONSTRUCTION OF PHASE TWO OF THE ALLEY PAVING PROJECT TO COLUMBINE HILLS CONCRETE, INC. OF SILVERTHORNE, COLORADO.

WHEREAS, the Town Council has determined that the phased paving of the remaining dirt alleys in town is in the Town's best interest; and

WHEREAS, the Town Council has determined that all provisions of Bidding Procedures and Contract Formation as stated in Chapter 9, Section 3, Paragraph E of the Town of Frisco Code have been met; and

WHEREAS, the Town Council has determined that the staff recommendation for the award of the above stated contract will provide the best value to the Town; and

WHEREAS, there are sufficient sums of money budgeted in the Capital Improvement and General Funds for this contract award.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THAT:

The Mayor and Town Clerk are hereby authorized to execute any and all documents necessary to enter into a construction contract for Phase Two of the Alley Paving Project with Columbine Hills Concrete, Inc. of Silverthorne, Colorado at a contract price not to exceed \$142,000.00 (One Hundred Forty Two Thousand and 00/100 Dollars).

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 9th DAY OF APRIL, 2019.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this 9th day of April, 2019, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation with an address of 1 Main Street, Frisco, CO 80443 (the "Town"), and COLUMBINE HILLS CONCRETE, a Colorado Corporation ("Contractor") (collectively the "Parties").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Scope of Work. Contractor shall perform the following described work (the "Project"), in accordance with this Agreement and the Contract Documents, which Contract Documents are as defined in the General Conditions attached hereto and incorporated herein by this reference as Exhibit "A". The Project is generally described as follows:

Earth work and Paving of the Teller Street Alley from 3rd Avenue to 5th Avenue.

The Project is described and/or depicted with particularity in the "Scope of Work" attached hereto as Exhibit B, which Exhibit is incorporated herein by this reference.

1. Bonds. Within ten (10) days of the date of this Agreement, Contractor shall provide the performance and payment bonds and certificate of insurance required by the Contract Documents.

2. Commencement and Completion of Work. Contractor shall commence the Project within ten (10) days of date of the Notice to Proceed. Substantial Completion of the Project shall be accomplished 45 days of the date of the Notice to Proceed, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Project shall be accomplished within ten (10) days of the date of Substantial Completion.

3. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Project, an amount not to exceed **ONE HUNDRED FORTY TWO THOUSAND 00/100 DOLLARS (\$142,000.00)** (the "Contract Price"). The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The Town has appropriated funds equal to or in excess of the Contract Price.

4. Governing Law and 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 Summit County, Colorado.

5. 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.

6. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the Town, superseding all prior oral or written communications.

7. Third Parties. There are no intended third-party beneficiaries to this Agreement.

8. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: Town of Frisco, Public Works
Project Manager: Brad Thompson
P.O. Box 4100
Frisco, CO 80443

Contractor: Columbine Hills Concrete, Inc.
Scott Downen, President
P.O. Box 2369
Silverthorne, CO 80498-2369

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

10. Modification. This Agreement may only be modified upon written agreement of the Parties.

11. Assignment. 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.

12. Governmental Immunity. 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 three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) 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 amended, or otherwise available to the Town and its officers or employees.

13. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, this Construction Agreement has been executed by the Parties as of the date first above written, whether or not the date of signing is some other date.

_____, Mayor

Town Clerk

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____.

(S E A L)

Notary Public

EXHIBIT A TO CONSTRUCTION AGREEMENT

GENERAL CONDITIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

- A. Invitation to Bid;
- [B. Bid Form];**
- [C. Bid Schedule];**
- D. Construction Agreement;
- E. General Conditions;
- F. Special Conditions;
- G. Technical Specifications;
- H. Notice of Award;
- I. Notice to Proceed;
- J. Payment Bond;
- K. Performance Bond;
- L. Construction Drawings;
- M. Documentation submitted by Contractor prior to Notice of Award; and
- N. Addenda ___ through ____.

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Construction Agreement authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.04 CONTRACT PRICE:

The amount set forth in Paragraph 3 of the Construction Agreement.

1.05 CONTRACT TIME:

The time for completion of the Project as set forth in Paragraph 2 of the Construction Agreement.

1.06 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Saturday, Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.07 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work on the Project is completed and final payment may be made.

1.08 PROJECT:

The construction task or tasks more fully described in the "Scope of Work" provisions (Exhibit B) of the Construction Agreement.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Project.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Project, or when the Town may occupy or take possession of all or substantially all of the Project and put it to beneficial use for its intended purposes.

1.12 TOWN

The Town of Frisco, Colorado, a Colorado municipal corporation.

1.13 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents to construct the Project, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Frisco Town Council may be required.

The Town shall provide Contractor with written assurance of additional appropriations should any change in the Work result in an increase in the Contract Price exceeding the amount originally appropriated for the Work.

2.07 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, adverse weather conditions not reasonably to be anticipated, or other unavoidable casualties beyond Contractor's control, the Contract Time shall be extended for a reasonable period of time.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.08 NO DAMAGES FOR DELAY:

The Town shall not amend the Contract Price nor shall Contractor be entitled to additional compensation of any sort for costs or damages incurred as a result of any delays in performance unless such delay is the direct result of the acts or omissions of the Town or persons acting on behalf of the Town, in accordance with C.R.S. § 24-91-103.5.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

In order to induce Town to enter into the Contract, Contractor makes the following representations:

- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in or related to the Contract Documents;

- b. Contractor has visited the site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- c. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work; and
- d. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site(s), reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

3.03 FURNISHING OF LABOR AND MATERIALS:

- A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.
- B. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

3.04 EMPLOYEES AND SAFETY:

- A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.
- B. Contractor shall be fully responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.
- C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the Project site(s) and adjacent property.

3.05 CLEANUP:

- A. Contractor shall keep the Project site(s) and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site(s), including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.
- B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Project, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Project and shall procure all permits and licenses necessary for the prosecution of the Work.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Project. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Agreement is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Project Manager reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Project. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the Project site(s) necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Project to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site(s), Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon seven (7) days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OR FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Project, and made a part of the Project, or placed permanently in the Project, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two (2) years from the date of final acceptance of the Project by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Project which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Performance and/or Payment Bonds any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise

out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Without limiting the generality of the foregoing, Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers with a current Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of Work under the Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
2. Commercial general liability insurance with minimum combined single limits of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. "All Risk" Builder's Risk insurance in a form acceptable to the TOWN upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall

include, as named insureds, the Town, Contractor, and any Subcontractors. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or materials. The Contractor shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance shall be written without a co-insurance clause.

C. 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 of insurance required by this Section 6.03.

D. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6.04 PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish a Performance Bond and a Payment Bond, each in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. These bonds shall remain in effect at least until two (2) years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to ninety percent (90%) of the Work actually completed until fifty percent (50%) of the total Work on the Project, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the Project Site and suitably stored. After fifty percent (50%) of the total Work is completed, no additional retainage shall be held.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. Whenever Contractor receives payment pursuant to this Contract, Contractor shall make payments to each of its Subcontractors of any amounts actually received that were included in Contractor's request for payment to Town for such subcontracts. Contractor shall make such payments within fifteen (15) days of receipt of payment from Town in the same manner as Town is required to pay Contractor pursuant to the Contract Documents if the Subcontractor is

satisfactorily performing under its contract with Contractor. Nothing in this paragraph shall be construed to affect the retention provisions of the Contract Documents.

7.02 FINAL PAYMENT:

Upon final acceptance of the Project, the Town shall pay the Contractor the remainder of the Contract Price theretofore unpaid. Notwithstanding any other part of this Section, the Contractor agrees that the Town shall, when required by C.R.S. § 38-26-107(1), publish a "notice of final payment" in a legal Summit County newspaper prior to making final payment to the Contractor. This notice of final payment advertises the date, time, and place when final payment will be made and is intended to alert subcontractors so they can present any claims for unpaid amounts to the Town. The final payment procedure typically delays the final payment made to the Contractor of the retainage amount.

Regardless of whether "notice of final payment" is required by state statute, final payment shall not be made to the Contractor until the Town has complied with all applicable requirements of C.R.S. § 38-26-107 and all claims, if any, have been resolved to the satisfaction of the Town.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in the Construction Agreement, as modified through approved change orders, Contractor shall be assessed the following amounts:

Contract Price	Amount per day
\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440
\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820
\$12,000,000 or greater	\$2,250

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Frisco Town

Council. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Frisco Town Council.

7.05 ITEMS NOT INCLUDED IN BID:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 CHANGES IN QUANTITY:

A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

A. When a major item is increased to more than one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the Project site(s) but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Project and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of

the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Project and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Agreement.
2. Special Conditions.
3. General Conditions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).
6. Standard Plans (Calculated dimensions will govern over scaled dimensions).

EXHIBIT B – SCOPE OF WORK

Project: 2019 Frisco Alleys
 Location: Frisco, CO
 Subject: Alley Improvements, Teller A and B,
 Owner: Town of Frisco

Contractor: _____

Date: _____

Schedule A - Base Bid Items

Item No.	Item Description	Units	Quantity	Unit Price	Item Cost
TELLER ALLEY A					
1	Export Surplus Subgrade	CY	136		
2	Asphalt (3" depth)	TON	128		
3	Base (CDOT Class 6)	CY	95		
4	3' Concrete Pan	LF	328		
6	Driveway Asphalt (3" depth)	TON	10		
7	Driveway Base (CDOT Class 6, 4" depth)	CY	7		
8	Scarification (12" depth, moisture conditioned and recompact)	SY	859		
9	Shouldering (CDOT Class 6, 6" depth)	CY	97		
10	Asphalt Removal (misc., include sawcut)	SY	190		
TELLER ALLEY B					
11	Export Surplus Subgrade	CY	242		
12	Asphalt (3" depth)	TON	125		
13	Base (CDOT Class 6)	CY	93		
14	3' Concrete Pan	LF	316		
15	Driveway Asphalt (3" depth)	TON	16		
16	Driveway Base (CDOT Class 6, 4" depth)	CY	10		
17	Scarification (12" depth, moisture conditioned and recompact)	SY	818		
18	Shouldering (CDOT Class 6, 6" depth)	CY	78		
GENERAL COSTS					
39	Mobilization	LS	1		
40	Erosion Control	LS	1		
41	Traffic Control	LS	1		
42	Construction Survey	LS	1		
Remarks:		Sub-Total Cost:			
		% Contingencies:			
		Total Cost:			

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Construction Agreement with the Owner, dated the _____ day of _____, 20____, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void;

Otherwise the Principal and Surety shall have the following obligations:

1. If Owner is not in Default under the Construction Contract, Surety's obligation under this Bond shall arise after:

1.1 Owner has notified Principal and Surety at its address listed herein that Owner by seven days' written notice intends to terminate the services of Principal or otherwise declare Principal to be in default of its obligations under the Construction Contract; and

1.2 Owner has declared Principal to be in Default and formally terminated Principal's right to complete the Construction Contract; and

1.3 Owner has agreed to pay the Unpaid Balance of the Contract Price to Surety in accordance with the terms of the Construction Contract or to a Principal selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Owner.

2. When Owner has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take one of the following actions:

2.1 Arrange for Principal, with consent of the Owner, to perform and complete the Construction Contract; or

2.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Principals; or

2.3 Obtain bids or negotiated proposals from qualified Principals acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the Principal selected with Owner's concurrence, to be secured with the performance and payment bonds executed by a qualified Surety equivalent to the Bonds issued on the Construction Contract, and pay to Owner the amount of damages as described in paragraph 4 in excess of the Unpaid Balance of the Contract Price incurred by Owner resulting from the Principal's Default; or

2.4 Waive its right to perform and complete, arrange for completion, or obtain a new Principal and with reasonable promptness under the circumstances, after investigation, determine the amount for which it is liable to Owner and, as soon as practicable after the amount is determined and approved by Owner, tender payment therefor to Owner.

3. If Surety does not proceed as provided in paragraph 2 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in subparagraph 2.4 and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice, Owner shall be entitled to enforce any remedy available to Owner.

4. After Owner has terminated Principal's right to complete the Construction Contract, and if Surety elects to act under subparagraph 2.1, 2.2, or 2.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Principal under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the unpaid balance of the Contract Price and to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

4.1 The responsibilities of Principal for correction of defective work and completion of the Construction Contract; and

4.2 Additional legal, design professional and delay costs resulting from

Principal's Default, and resulting from the actions or failure to act of Surety under paragraph 2; and

4.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Principal.

5. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Principal to be in default or within two years after Principal ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

7. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
 Project Manager: Brad Thompson
 P.O. Box 4100
 Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

8. This Bond is to be governed by the laws of the State of Colorado.

9. Definitions.

9.1 Unpaid Balance of the Contract Price: The total amount payable by Owner to Principal under the Construction Contract after all proper adjustments have been made, including allowance to Principal of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Principal is entitled, reduced by all valid and

proper payments made to or on behalf of Principal under the Construction Contract.

9.2 Default: Failure of the Principal or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to the Owner to pay for labor, materials and equipment furnished for use in the performance of that Construction Agreement with the Owner, dated the ____ day of _____, 20____, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the Construction Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER,

1. That Surety shall have no obligation to Claimants under this Bond until:

1.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

- 1.2 Claimants who do not have a direct contract with Contractor:

1.2.1 Have furnished written notice to Contractor and sent a copy, or notice thereof to Owner, up to and including the date of final settlement under the Construction Contract, stating with substantial accuracy the amount of the claim and the name of the party to whom materials were furnished or supplied or for whom labor was done or performed; and

- 1.2.2 Have either received a rejection in whole or in part from Contractor, or not

received within 30 days of furnishing the above notice any communication from Contractor by which Contractor has indicated the claim will be paid directly or indirectly; and

1.2.3 Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

2. If a notice required by Section 1 is given by Owner to Contractor or to Surety, that is sufficient compliance.

3. When a Claimant has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take the following actions:

3.1 Send an answer to the Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

3.2 Pay or arrange for payment of any undisputed amounts.

4. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

5. Amount owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By Contractor's furnishing and Owner's accepting this Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

6. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

7. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Contractor to be in default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

9. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
Project Manager: Brad Thompson
P.O. Box 4100
Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

10. This Bond is to be governed by the laws of the State of Colorado.

11. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Definitions.

12.1 Claimant: Any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor in or about the performance of the Work under the Construction Contract, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work, or architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors.

12.2 Default: Failure of the Contractor or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of the Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

NOTICE OF AWARD

Date

Re: _____

Dear _____:

Thank you for submitting a bid for _____.

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for _____.

Enclosed please find an original and duplicate original Construction Agreement. Please review and sign both, then within ten (10) days return both to me along with your Payment Bond and Performance Bonds, each in the full amount of the Contract Price, as well as your Certificate of Insurance in the amounts required by the Agreement. When dating these documents, make sure all dates on all documents are the same. Return all the documents at the same time, in the same envelope.

Upon receipt of the two (2) executed copies of the Construction Agreement, the Town will execute both, then one fully executed original will be returned to you.

Should you have any questions, please call me at (____) ____-_____.

Sincerely,

Title: _____

NOTICE TO PROCEED

Date:

Re: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date of this letter. This notice is in reference to the Construction Agreement between you and the Town of Frisco concerning _____.

Please note that the Work shall commence within ten (10) days from the date of this letter, and that the Work shall be substantially completed within _____ days from the date of this letter.

Should you have any questions, please call me at (____) ____ - ____.

Sincerely,

Title: _____



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL

FROM: BILL GIBSON, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: ORDINANCE 19-04, AN ORDINANCE AMENDING CHAPTER 180 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE UNIFIED DEVELOPMENT CODE, BY AMENDING SUBSECTION 180-1.5.3, CONCERNING BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY; SUBSECTION 180-2.5.1.D, CONCERNING THE APPROVAL CRITERIA FOR CONDITIONAL USES; SUBSECTION 180-2.5.2.B.1, TABLE 2-2, CONCERNING SITE PLAN REVIEW THRESHOLDS; SUBSECTION 180-2.5.2.D.3.A, CONCERNING SKETCH PLAN OF THE MAJOR SITE PLAN REVIEW PROCEDURES; SUBSECTION 180-2.5.2.D.4, CONCERNING STAFF REVIEW AND ACTION OF THE MAJOR SITE PLAN REVIEW PROCEDURES; SUBSECTION 180-2.7.2, TABLE 2-3, CONCERNING ALLOWABLE ADMINISTRATIVE ADJUSTMENTS; SUBSECTION 180-3.11, TABLE 3.11-1, CONCERNING CC DISTRICT DIMENSIONAL STANDARDS; SUBSECTION 180-3.17.11, CONCERNING STEPBACKS; SUBSECTION 180-5.1.5, TABLE 5-1, CONCERNING TABLE OF ALLOWED USES; SUBSECTION 180-5.2.1.C.2, CONCERNING CRAWLSPACES AND BASEMENTS ASSOCIATED WITH CABIN HOUSING; SUBSECTION 180-5.2.3.C.2, CONCERNING DUMPSTER ENCLOSURES; SUBSECTION 180-5.2.6.J, CONCERNING LOCATION CRITERIA FOR MEDICAL MARIJUANA DISPENSARIES; SUBSECTION 180-5.2.8, CONCERNING RESIDENTIAL USES IN THE CENTRAL CORE AND MIXED USE DISTRICTS; SUBSECTION 180-5.2.9.I., CONCERNING LOCATIONAL CRITERIA FOR RETAIL MARIJUANA; SUBSECTION 180-5.2.12, CONCERNING LIGHT INDUSTRIAL ZONING DISTRICT; SUBSECTION 180-5.2.13, CONCERNING THE MIXED USE ZONING DISTRICT; SUBSECTION 180-5.5.B.1., CONCERNING DENSITY BONUS IN THE CENTRAL CORE, GATEWAY, AND MIXED-USE DISTRICTS; SUBSECTION 180-6.3.2, CONCERNING BUILDINGS OCCUPYING MORE THAN ONE LOT; SUBSECTION 180-6.8.A., CONCERNING ALLOWANCE OF NON-SOLID FUEL-BURNING DEVICES; SUBSECTION 180-6.13.3., CONCERNING ON-PREMISE PARKING REQUIREMENTS; SUBSECTION 180-6.13.3., TABLE 6-1, CONCERNING REQUIRED NUMBER OF PARKING SPACES BY LAND USE; SUBSECTION 180-6.13.3.D. CONCERNING MINIMUM PARKING REQUIREMENTS FOR THE CENTRAL CORE DISTRICT (CC) AND PROPERTIES WITHIN THE MIXED-USE DISTRICT (MU) THAT FRONT ON WEST MAIN; SUBSECTION 180-6.16.3.E, CONCERNING GENERAL REQUIREMENTS FOR OUTDOOR LIGHTING; SECTION 180-6.18, CONCERNING FENCES AND WALLS; SUBSECTION 180-6.19.7.D, CONCERNING SNOW AND WIND LOAD STANDARDS FOR SIGNS; SUBSECTION 180-6.19.12.C, CONCERNING FLAGS; SUBSECTION 180-6.19.14, CONCERNING NONCONFORMING SIGNS; SUBSECTION 180-6.22.3.F, CONCERNING RESIDENTIAL DEVELOPMENT STANDARDS FOR GARAGES; SUBSECTION 180-7.6.3, CONCERNING SUBDIVISION LOTS; SUBSECTION 180-7.6.9, CONCERNING SANITARY SEWERS; SUBSECTION 180-8.5.1, CONCERNING CHANGE, EXTENSION OR ALTERATION OF NONCONFORMING BUILDINGS AND STRUCTURES; SUBSECTION 180-9.2.3, CONCERNING DEFINITIONS OF GENERAL USE CATEGORIES

FOR PERSONAL SERVICES; SECTION 180-9.3, CONCERNING GENERAL DEFINITIONS FOR AFFORDABLE HOUSING, BEDROOM, CERTIFICATE OF OCCUPANCY, CONDOMINIUM HOTEL, ELECTRIC VEHICLE CHARGING STATION, STRUCTURE HEIGHT, KENNEL, COMMERCIAL/INDUSTRIAL LAUNDROMAT, SELF-SERVICE LAUNDROMAT, MULTI-HOUSING LAUNDRY, ON-PREMISE LAUNDRY, PUBLIC OR PRIVATE PARK, PERSONAL SERVICES, SUBSTANTIAL DESTRUCTION, CONDITIONAL USE, AND VETERINARY CLINIC.

DATE: APRIL 9, 2019

Summary: This is the second reading of Ordinance 19-04 which amends specific elements of Chapter 180, Frisco Unified Development Code (UDC), including the allowance for Commercial/Industrial Laundromats in the Light Industrial Zoning District.

Background: On March 26, 2019, the Town Council conducted a public hearing and approved Ordinance 19-04, with corrections to the descriptions for Sections 15 and 16 of the ordinance, by a vote of 7-0. The descriptions for Sections 15 and 16 of this ordinance have been corrected as discussed. There have been no other changes to the proposed ordinance since the first reading.

Recommendation: Pursuant to Subsection 180-2.4.3.D, an amendment to the text of the Unified Development Code is a legislative decision by the Town Council. Prior to recommending approval or approving a proposed amendment, the Planning Commission and Council shall consider whether and to what extent the proposed amendment:

- 1. Is consistent with the Master Plan and other Town policies;*
- 2. Conflicts with other provisions of this Chapter or other provisions in the Frisco Town Code;*
- 3. Is necessary to address a demonstrated community need;*
- 4. Is necessary to respond to substantial changes in conditions and/or policy; and*
- 5. Is consistent with the general purpose and intent of this Chapter.*

Should the Town Council choose to APPROVE the proposed code text amendments; the Community Development Department and Planning Commission recommend the following findings:

Based upon the review of the staff memorandums to Town Council dated March 26 and April 9, 2019, and the evidence and testimony presented, the Town Council finds:

- 1. The proposed code text amendments are consistent with the Master Plan and other Town policies, because the proposed amendments correct errors and inconsistencies in the code and clarify the standards of the code that are used to implement the policies of the Master Plan.*
- 2. The proposed code text amendments do not conflict with other provisions of the Unified Development Code or other provisions in the Frisco Town Code. The proposed amendments correct errors and inconsistencies in the code.*
- 3. The proposed code text amendments are necessary to address a demonstrated community need by implementing new zoning policies and correcting errors and*

inconsistencies in the code and clarifying the administrative procedures necessary for the effective implementation of the code.

4. The proposed code text amendments are necessary to respond to substantial changes in conditions and/or policy, because the proposed amendments implement new zoning policies and include amendments that respond to changing laundry service demands.

5. The proposed code text amendments are consistent with the general purpose and intent of this Chapter, because the proposed text amendments protect the public health, safety, and general welfare and implement the policies of the Master Plan.

On that basis, it is Staff's

RECOMMENDATION That the Town Council ADOPT the recommended findings set forth in the staff memorandums to Town Council dated April 9, 2019, and APPROVE Ordinance 19-04 upon second reading.

Financial Impact: Adoption of Ordinance 19-04 will have no known direct financial impact to the budget.

Attachments:

- Ordinance 19-04

Reviews and Approvals: This report has been reviewed by:

Joyce Allgaier, Community Development Director-Approved
Bonnie Moinet, Finance Director-Approved
Nancy Kerry, Town Manager - Approved

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 19-04**

AN ORDINANCE AMENDING CHAPTER 180 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE UNIFIED DEVELOPMENT CODE, BY AMENDING SUBSECTION 180-1.5.3, CONCERNING BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY; SUBSECTION 180-2.5.1.D, CONCERNING THE APPROVAL CRITERIA FOR CONDITIONAL USES; SUBSECTION 180-2.5.2.B.1, TABLE 2-2, CONCERNING SITE PLAN REVIEW THRESHOLDS; SUBSECTION 180-2.5.2.D.3.A, CONCERNING SKETCH PLAN OF THE MAJOR SITE PLAN REVIEW PROCEDURES; SUBSECTION 180-2.5.2.D.4, CONCERNING STAFF REVIEW AND ACTION OF THE MAJOR SITE PLAN REVIEW PROCEDURES; SUBSECTION 180-2.7.2, TABLE 2-3, CONCERNING ALLOWABLE ADMINISTRATIVE ADJUSTMENTS; SUBSECTION 180-3.11, TABLE 3.11-1, CONCERNING CC DISTRICT DIMENSIONAL STANDARDS; SUBSECTION 180-3.17.11, CONCERNING STEPBACKS; SUBSECTION 180-5.1.5, TABLE 5-1, CONCERNING TABLE OF ALLOWED USES; SUBSECTION 180-5.2.1.C.2, CONCERNING CRAWLSPACES AND BASEMENTS ASSOCIATED WITH CABIN HOUSING; SUBSECTION 180-5.2.3.C.2, CONCERNING DUMPSTER ENCLOSURES; SUBSECTION 180-5.2.6.J, CONCERNING LOCATION CRITERIA FOR MEDICAL MARIJUANA DISPENSARIES; SUBSECTION 180-5.2.8, CONCERNING RESIDENTIAL USES IN THE CENTRAL CORE AND MIXED USE DISTRICTS; SUBSECTION 180-5.2.9.I., CONCERNING LOCATIONAL CRITERIA FOR RETAIL MARIJUANA; SUBSECTION 180-5.2.12, CONCERNING LIGHT INDUSTRIAL ZONING DISTRICT; SUBSECTION 180-5.2.13, CONCERNING THE MIXED USE ZONING DISTRICT; SUBSECTION 180-5.5.B.1., CONCERNING DENSITY BONUS IN THE CENTRAL CORE, GATEWAY, AND MIXED-USE DISTRICTS; SUBSECTION 180-6.3.2, CONCERNING BUILDINGS OCCUPYING MORE THAN ONE LOT; SUBSECTION 180-6.8.A., CONCERNING ALLOWANCE OF NON-SOLID FUEL-BURNING DEVICES; SUBSECTION 180-6.13.3., CONCERNING ON-PREMISE PARKING REQUIREMENTS; SUBSECTION 180-6.13.3., TABLE 6-1, CONCERNING REQUIRED NUMBER OF PARKING SPACES BY LAND USE; SUBSECTION 180-6.13.3.D. CONCERNING MINIMUM PARKING REQUIREMENTS FOR THE CENTRAL CORE DISTRICT (CC) AND PROPERTIES WITHIN THE MIXED-USE DISTRICT (MU) THAT FRONT ON WEST MAIN; SUBSECTION 180-6.16.3.E, CONCERNING GENERAL REQUIREMENTS FOR OUTDOOR LIGHTING; SECTION 180-6.18, CONCERNING FENCES AND WALLS; SUBSECTION 180-6.19.7.D, CONCERNING SNOW AND WIND LOAD STANDARDS FOR SIGNS; SUBSECTION 180-6.19.12.C, CONCERNING FLAGS; SUBSECTION 180-6.19.14, CONCERNING NONCONFORMING SIGNS; SUBSECTION 180-6.22.3.F, CONCERNING RESIDENTIAL DEVELOPMENT STANDARDS FOR GARAGES; SUBSECTION 180-7.6.3, CONCERNING SUBDIVISION LOTS; SUBSECTION 180-7.6.9, CONCERNING SANITARY SEWERS; SUBSECTION 180-8.5.1, CONCERNING CHANGE, EXTENSION OR ALTERATION OF NONCONFORMING BUILDINGS AND STRUCTURES; SUBSECTION 180-9.2.3, CONCERNING DEFINITIONS OF GENERAL USE CATEGORIES FOR PERSONAL SERVICES; SECTION 180-9.3, CONCERNING GENERAL DEFINITIONS FOR AFFORDABLE HOUSING, BEDROOM, CERTIFICATE OF OCCUPANCY, CONDOMINIUM HOTEL, ELECTRIC VEHICLE CHARGING STATION, STRUCTURE HEIGHT, KENNEL, COMMERCIAL/INDUSTRIAL LAUNDROMAT, SELF-SERVICE LAUNDROMAT, MULTI-HOUSING LAUNDRY, ON-PREMISE LAUNDRY, PUBLIC OR PRIVATE PARK, PERSONAL SERVICES, SUBSTANTIAL DESTRUCTION, CONDITIONAL USE, AND VETERINARY CLINIC.

WHEREAS, the Town of Frisco, Colorado ("Town") is a home rule municipality, duly organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, this ordinance is adopted pursuant to the Town's home rule authority, and makes certain technical amendments to the previously adopted Unified Development Code for the Town of Frisco, which is codified as Chapter 180 of the Code of Ordinances of the Town of Frisco.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO THAT:

Section 1. Chapter 180 of the Town Code, at Subsection 180-1.5.3, concerning Building Permits and Certificates of Occupancy, is hereby amended to read as follows:

Application for, requirements for, and issuance of building permits and certificates of occupancy shall be in accordance with ~~the building code as adopted with amendments by the Town~~Chapter 65, Town of Frisco Building Construction and Housing Standards.

Section 2. Chapter 180 of the Town Code, at Subsection 180-2.5.1.D, concerning the approval criteria for Conditional Uses, is hereby amended to read as follows:

D. Approval Criteria

The Planning Commission may approve a conditional use permit application upon finding that each of the following criteria are met:

- ~~1. The proposed use in its particular location is necessary or desirable to provide a service or facility that will contribute to the general welfare of the community;~~
- ~~2. The proposed use will, under the circumstances of the particular case and the conditions imposed, be neither detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community;~~
- ~~3. The proposed use will comply with the regulations and conditions specified in the Town Code for such use;~~
- ~~4. The proposed use furthers one or more of the goals and objectives of the Master Plan for the Town of Frisco; and~~
- ~~5. The proposed use is compatible in function, operations, and design with surrounding land uses in the vicinity and will not cause any significant adverse impacts.~~
1. The conditional use is consistent with the purpose and intent of the zone district in which it is proposed to be located, furthers the applicable goals of the Frisco Community Plan, and is a desirable use that will contribute to the general welfare of the community; and
2. The conditional use is compatible with the mix of development in the immediate vicinity of the parcel in terms of density, height, bulk, architecture, landscaping, and open space, as well as with any applicable adopted regulatory master plan or PUD; and
3. The conditional use is consistent and compatible with the character of the immediate vicinity of the parcel proposed for development and surrounding land uses and enhances the mixture of complimentary uses and activities in the immediate vicinity of the parcel proposed for development; and

4. The location, size, design and operating characteristics of the proposed conditional use minimizes adverse effects, including visual impacts, impacts on pedestrian and vehicular circulation, parking, refuse and recycling services/area, service delivery, noise, vibrations and odor on surrounding properties; and
5. There are adequate public facilities and services to serve the conditional use including but not limited to roads, potable water, sewer, solid waste, parks, police, fire protection, emergency medical services, hospital and medical services, drainage systems and schools; and
6. The Community Development Director may recommend and the Planning Commission may impose such conditions on a conditional use that are necessary to maintain the integrity of the Town's Zone Districts and to ensure the conditional use complies this Chapter; is compatible with surrounding land uses; and is served by adequate public facilities. This includes, but is not limited to, imposing conditions on size, bulk, location, open space, landscaping, buffering, lighting, signage, off-street parking and other similar design features, the construction of public facilities to serve the conditional use and limitations on the operating characteristics and hours of operation.

Section 3. Chapter 180 of the Town Code, at Subsection 180-2.5.2.B.1, Table 2-2, concerning Site Plan Review Thresholds, is hereby amended to read as follows:

TABLE 2-2: SITE PLAN REVIEW THRESHOLDS	
Site Plan Review Process	Comments
Administrative Site Plan Review	
Interior Remodels and Tenant Finishes	
Exterior Finish	(E.g., repair, replacement, alteration, and addition of windows and doors, roofing, siding, painting, etc.)
Decks, Patios, and Sheds	For single-household and two-household development only
Landscaping and Tree Removal	
Driveways, Parking Areas, and Sidewalks	
Trash Enclosures	
Hot Tubs	
Exterior Lighting	
<u>Solar Energy Facilities mounted on principal and accessory buildings</u>	
Minor Site Plan Review	
Decks, Patios, and Sheds	Multi-family, mixed-use, non-residential
New Single-Household and Two-Household	Including garages, additions, and associated accessory <u>buildings</u> /structures that are not considered "administrative"
Additions and Accessory Buildings/ <u>Structures</u> to Multi-Family, Mixed-Use, and Non-Residential	Maximum 1000 sq ft GFA or 1000 sf lot coverage
<u>Ground-mounted Solar Energy Facilities</u>	
Major Site Plan Review	
<u>New</u> Multi-Family	Including additions/accessory buildings/ <u>structures</u> that do not qualify as minor site plans

New Mixed-Use	Including additions/ and accessory buildings/ structures that do not qualify as minor site plans
New Non-Residential	Including additions/ and accessory buildings/ structures that do not qualify as minor site plans

Section 4. Chapter 180 of the Town Code, at Subsection 180-2.5.2.D.3.a, concerning Sketch Plan of the Major Site Plan Review Procedures, is hereby amended to read as follows:

a. All applications for major site plans shall present an informal sketch plan of the development before a regularly scheduled meeting of the Planning Commission. The applicant shall ~~notify~~ submit an application to the Community Development ~~staff in writing~~ at least 21 calendar days prior to the Planning Commission meeting at which the sketch plan is requested to be presented. Materials to be presented in support of the development must be of sufficient nature to allow the Planning Commission and Community Development staff to provide informed feedback on the project. At a minimum the applicant must submit the following information:

- i. Written project description, including a synopsis of the proposed development program, and how the project will meet the principles of the Master Plan and the standards of the zoning code;
- ii. Site plan showing the location of the building(s) and other improvements (retaining walls, berms, dumpster locations, open space, etc.) with dimensions to setbacks, property lines, easements, north arrow, scale (no smaller than 1"=20'), legend, vicinity map;
- iii. Existing and proposed utility (main and service) lines;
- iv. Existing and proposed topography at 2 foot intervals, including 50 feet beyond the property boundary, existing easements, lot dimensions, lot size in square feet/acreage;
- v. Existing site characteristics map with vegetation, wetlands, unique natural features;
- vi. Parking space location and counts and traffic circulation design, with driveway locations, points of access from right-of-way, preliminary grades, bike and pedestrian improvements;
- vii. Proposed landscaping, post-development grades, snow storage, preliminary stormwater plan showing approach to stormwater handling;
- viii. Scaled drawings of all building locations and schematic elevations; and
- ix. Samples of all colors and materials proposed.

Section 5. Chapter 180 of the Town Code, at Subsection 180-2.5.2.D.4, concerning Staff Review and Action of the Major Site Plan Review Procedures, is hereby amended to read as follows:

4. Staff Review and Action

Following the review of the sketch plan, but not more than ~~90~~ **180** days after such review, the applicant shall submit a complete major site plan application. The Director shall review the major site plan application and prepare a staff report and recommendation in accordance with Section 180-2.3.4. The applicant shall submit the application not less than 52 days prior to an upcoming Planning Commission meeting targeted as the application review date.

Section 6. Chapter 180 of the Town Code, at Subsection 180-2.7.2, Table 2-3, concerning Allowable Administrative Adjustments, is hereby amended to read as follows:

TABLE 2-3: ALLOWABLE ADMINISTRATIVE ADJUSTMENTS	
Chapter Standard	Allowable Administrative Adjustment (maximum percentage)
SITE STANDARDS	
Lot area, minimum	10
Lot coverage, maximum	10
LOT DIMENSIONAL STANDARDS	
Front yard setback, minimum	10
Side yard setback, minimum	10
Rear yard setback, minimum	10
Encroachment into setback, maximum	10
BUILDING STANDARDS	
Building height, maximum	10
DEVELOPMENT STANDARDS	
Lighting height, maximum	10
Sign height, maximum	10
Fence or wall height, maximum	10 (1 foot maximum)
Minimum landscaping requirements	10
For nonresidential projects, maximum length of geometric plane ridgelines and/or roof lines without a change in elevation	10
For nonresidential projects, maximum length of building walls and corresponding roof eaves without a change in geometric plane	<u>75</u>
For nonresidential projects, maximum percentage of building wall and/or roof ridge line lengths in the same geometric plane	<u>10</u>

Section 7. Chapter 180 of the Town Code, at Subsection 180-3.11, Table 3.11-1, concerning CC District Dimensional Standards, is hereby amended to read as follows:

TABLE 3.11-1: CC DISTRICT DIMENSIONAL STANDARDS	
PROJECT STANDARDS	
Maximum density	16 du/acre
LOT STANDARDS	
Minimum lot area	3,500 sf
Minimum lot frontage	None
Maximum lot coverage, one or two residential units	70%
Maximum lot coverage, all other uses	None
SETBACKS	
<i>Properties on Main Street</i>	
Minimum front yard setback	3 ft.
Minimum side yard setback	0 ft.
Minimum rear yard setback	0 ft.
Properties on located between Granite Street and Granite Street Alley, Galena Alley, Granite Street, and Galena Street and Galena Street Alley	

Minimum front yard setback	5 ft.
Minimum side yard setback	5 ft.
Minimum rear yard setback	5 ft.
Minimum setback for alley facing yard	3 ft.
<i>One or Two Residential Units, Including Accessory Units</i>	
Minimum front yard setback	10 ft.
Minimum side yard setback	5 ft.
Minimum rear yard setback	5 ft.
STEPBACKS	
Minimum stepback for the third and above floors of street-facing wall facades (as taken from the floor below, see Figure 3-L)	10 ft.
BUILDING STANDARDS	
Maximum building height	40 ft. (pitched); 35 ft. (flat)
Maximum building height, first 20 feet in from property line on Galena Street	25 ft. (pitched roof required)

Section 8. Chapter 180 of the Town Code, at Subsection 180-3.17.11, concerning Stepbacks, is hereby amended to read as follows:

In the CC District, the following encroachments into a required stepback are permitted:

- A. Roof overhangs, limited to two feet in depth; and
- B. Railings, limited to the minimum height required by ~~the building code~~Chapter 65, Town of Frisco Building Construction and Housing Standards.

Section 9. Chapter 180 of the Town Code, at Subsection 180-5.1.5, Table 5-1, concerning Table of Allowed Uses, is hereby amended to read as follows:

TABLE 5-1 TABLE OF ALLOWED USES															
● = Permitted ◐ = Conditional Use Blank cell = Not allowed		Residential					Commercial/ Mixed-Use					Other			Use-specific Standards
Use Category	Use Type	RS	RN	RL	RM	RH	GW	CO	LI	CC	MU	OS	PR	PF	
RESIDENTIAL USES															
Group Living	Group care facility					◐	◐				◐				
	Senior housing					◐	◐				◐				
Household Living	Cabin housing		●	●	●	●				◐	◐				180-5.2.1 & Galena Streets only
	Duplex and two-unit townhomes		●	●	●	●				●	●				180-5.2.8
	Fractional ownership unit					◐	●			◐	◐				
	Multi-unit dwellings				●	●	◐			●	●				180-5.2.8
	Single-household detached dwelling	●	●	●	●	●				●	●				180-5.2.8
	Townhomes, attached or standalone			●	●	●				●	●				180-5.2.8

TABLE 5-1 TABLE OF ALLOWED USES																
● = Permitted ◐ = Conditional Use Blank cell = Not allowed		Residential					Commercial/ Mixed-Use					Other			Use-specific Standards	
Use Category	Use Type	RS	RN	RL	RM	RH	GW	CO	LI	CC	MU	OS	PR	PF		
PUBLIC, INSTITUTIONAL, AND CIVIC USES																
Community and Cultural Facilities	Activities for conservation of natural resources and the environment	●	●	●	●	●	●	●	●	●	●	●	●	●		
	Arts and entertainment center						●	●		●	●					
	Community center					◐	◐	●		●	◐			●		
	Church or place of worship and assembly			◐	◐	◐				◐	◐			◐		
	Homeowner association recreation facility	◐		◐	◐	◐										
Child Care Facilities	Child day care center		◐	◐	◐	◐		◐			◐					
	Family day care	●	●	●	●	●										
Educational Facilities	School, Type 1			◐	◐	◐					◐			◐		
	School, Type 2			◐	◐	◐		◐			◐			◐		
	School, Type 3							◐			◐			◐		
Institutional Uses	Institutional use	◐	◐	◐	◐	◐	●	●	●	●	◐		◐	●		
Parks and Open Space	Active recreation												●	●		
	Common area	●	●	●	●	●										
	Common building		●													
	Marina										●		●			
	Open space	●	●	●	●	●	●	●	●	●	●	●	●	●		
	Park	●	●	●	●	●				●			●			
	Park, public or private												●			
	Passive recreation and open space use (no site disturbance; compatible with natural state)											●	●			
	Passive recreation and open space use some site disturbance; compatible with natural state)											◐	●			
	Public or private active and/or passive recreation area												●			
Public Utilities and Facilities	Public improvement	●	●	●	●	●	●	●	●	●	●	●	●	●		
	Public utility facility	◐	◐	◐	◐	◐	◐	◐	◐	◐	◐	◐	◐	◐		
	Telecommunication facility (standard)						●	●		●	●			●	180-5.2.11	
	Telecommunication facility (low power)	●	●	●	●	●	●	●	●	●	●	●	●	●	180-5.2.11	
	Transit oriented facility and use						●	●		◐	◐			●		
COMMERCIAL USES																
Agriculture Uses	Community garden	◐	◐	◐	◐	◐	●	●	◐	◐	◐	◐	●	●		
	Farmers' market						◐	◐		◐	◐		◐	◐	180-5.2.2	

TABLE 5-1 TABLE OF ALLOWED USES																
● = Permitted ◐ = Conditional Use Blank cell = Not allowed		Residential					Commercial/ Mixed-Use					Other			Use-specific Standards	
Use Category	Use Type	RS	RN	RL	RM	RH	GW	CO	LI	CC	MU	OS	PR	PF		
Food and Beverage	Plant nursery or greenhouse						◐	●	●		◐		◐			
	Produce stands						●	●		●	●				180-5.2.7	
	Fast food restaurant						●	●		●	◐					
	Microbrewery, distillery and/or tasting room						●	●		●	●					
	Restaurant, bar, tavern						●	●		●	●		◐			
Lodging Facilities	Boarding, rooming, and lodging facility				◐	●	●	◐			◐					
	Condominium hotel						●			◐	◐					
	Hostel						●	◐		◐	◐					
	Hotel and motel						●	◐		●	◐					
Offices	Financial service						●	●		●						
	Medical office						◐	●	◐	●	●				180-5.2.12	
	Office					◐	◐	●	◐	●	●				180-5.2.12	
Parking Facilities	Parking facility						◐	◐		◐	◐		◐			
Personal Services	Personal services, <u>General</u>					◐	●	●		●	●					
	<u>Laundromat, Commercial/Industrial</u>								●							
	<u>Laundromat, Self-service</u>					◐	●	●		●	●					
Recreation and Entertainment	Health, recreation, and exercise establishment						●	●	◐	●	◐		●			
	Indoor arts and entertainment center					◐										
Retail	Artisan studio or gallery						●	●		●	●					
	Light retail						●	●	◐	●	●		◐			
	Medical marijuana dispensary						●	●	●		●				180-5.2.6	
	Professional trade								●							
	Professional trade retail								●							
	Regional retail						●	●								
	Retail marijuana						●	●	●		●				180-5.2.9	
	Sexually-oriented business						●	●	●	●	●				180-5.2.10	
	Showroom								●							
Vehicles and Equipment	Auto, boat, and recreational vehicle sales or leasing						◐	◐								
	Auto fuel sales						◐	●			◐					
	Auto service or wash						●	●	●							
	Light goods repair						●	●	●	◐	●					
Veterinary Services	Animal boarding or training						◐	◐	◐		◐					
	Veterinary clinic						◐	●	●		◐					
INDUSTRIAL USES																

TABLE 5-1 TABLE OF ALLOWED USES																
● = Permitted ◐ = Conditional Use Blank cell = Not allowed		Residential					Commercial/ Mixed-Use					Other			Use-specific Standards	
Use Category	Use Type	RS	RN	RL	RM	RH	GW	CO	LI	CC	MU	OS	PR	PF		
Industrial Service and Research	Commercial firewood cutting and storage								◐							
	Research and development							◐	●							
Manufacturing and Production	Light manufacturing							◐	●	◐						
	Repair and light fabrication workshop							◐	●							
Warehouse and Freight Movement	Storage facility								●							
	Warehouse								●							
	Wholesale business							◐	●							
ACCESSORY USES																
Accessory Uses	Accessory building and use	●	●	●	●	●	●	●	●					●		
	Accessory dwelling unit	◐	●	●	●	●	●	●	●	●	●		◐	◐	180-5.3.1	
	Home occupation	◐	◐	◐	◐	◐				◐						
	Home office	●	●	●	●	●	●	●		●	●					
	Solar energy facility	●	●	●	●	●	●	●	●	●	●	●	●	●	180-5.3.3	
	<u>Electric Vehicle Charging Station</u>	●	●	●	●	●	●	●	●	●	●	●	●	●		
DISTRICT LEGEND																
RS = Residential Single-Household District RN = Residential Traditional Neighborhood District RL = Residential Low Density District RM = Residential Medium Density District RH = Residential High Density District GW = Gateway District CO = Commercial Oriented District LI = Light Industrial District CC = Central Core District MU = Mixed-Use District OS = Open Space District PR = Parks and Recreation District PF = Public Facilities District																

Section 10. Chapter 180 of the Town Code, at Subsection 180-5.2.1.C.2, concerning Crawlspace and Basements associated with Cabin Housing, is hereby amended to read as follows:

2. Crawlspace and Basements

Basements or other similar below-grade living areas are permitted in a cabin housing development. A basement shall not exceed the gross floor area of the ground floor of the unit and shall be located primarily below the grade of the property so as not to be visible when viewed from the ground level. No more than 30 percent of the wall area of the basement may be above the finished grade and visible. A basement, regardless of its configuration or intended use, shall provide an egress window meeting the requirements of ~~the building code~~ Chapter 65, Town of Frisco Building Construction and Housing Standards. Crawlspace located below grade are permitted, but shall not exceed the gross floor area of the ground floor for the unit.

Crawlspaces shall not be habitable living space as defined by ~~the building code~~ Chapter 65, Town of Frisco Building Construction and Housing Standards. A crawlspace area may be used for storage, mechanical equipment, or other similar uses that do not involve habitation.

Section 11. Chapter 180 of the Town Code, at Subsection 180-5.2.3.C.2, concerning Dumpster Enclosures, is hereby amended to read as follows:

2. Dumpster Enclosures

- a. Dumpsters located within approved dumpster enclosures are required for all commercial projects and mixed-use projects, and are recommended for all multi-family residential projects.
- b. Dumpster enclosures shall be utilized for the storage of any refuse, recycling materials, and grease traps. Dumpster enclosures shall be designed to meet the following standards:
 - i. Exterior materials of dumpster enclosures shall be similar to or complementary to those used on the exterior of the primary structure or structures on the site.
 - ii. Dumpster enclosures shall be four-sided structures with gated access adequate to allow for the collection of materials stored within the dumpster enclosure.
 - iii. Dumpster enclosures shall be designed to provide a separate pedestrian access into the enclosure.
 - iv. Dumpster enclosures shall be located on-site in a manner that allows for easy vehicular access to the dumpster by the collection services, and where possible, in a manner that does not require backing movements into public rights-of-way, with the exception of alleys.
 - v. Unroofed dumpster enclosures shall not exceed eight feet in height as measured from any point of the enclosure to the natural grade or finished grade, whichever is lowest, located directly below said point.
- c. In addition, all dumpsters and dumpster enclosures shall comply with the standards in Section 180-6.17, Refuse Management.

Section 12. Chapter 180 of the Town Code, at Subsection 180-5.2.6.J, concerning Location Criteria for Medical Marijuana Dispensaries, is hereby amended to read as follows:

J. Locational Criteria

No medical marijuana business shall be issued a license if, at the time of the initial application for such license, the proposed location is:

1. Within 500 feet of any licensed child care facility;
2. Within 500 feet of any educational institution or school, either public or private;

3. Within 500 feet of any halfway house or correctional facility;
4. Within 700 feet of another medical marijuana business or retail marijuana establishment;
5. Within 500 feet of a residential dwelling unit ~~that is located within a residential zoning district;~~
6. Within any residential zoning district, or the Central Core Zoning District, or the Mixed-Use Zoning District along East or West Main Street;
7. Within any building containing a dwelling unit, a pediatrician's office, or any hotel, motel, condominium hotel, boarding facility, lodging facility or rooming facility; or
8. Within a single development project that contains another medical marijuana business or a retail marijuana establishment.

For purposes of this section, a "residential dwelling unit" shall not include an accessory dwelling unit to a commercial unit nor any other dwelling unit that is accessory or incidental to a commercial. For purposes of this section, a "single development project" shall mean and include any area in which the property proposed for use as a medical marijuana business shares a common interest in common property, such as parking areas or sidewalk areas, or is a member of a property owners' association with another medical marijuana business or retail marijuana establishment. The distances set forth in this section shall be computed by direct measurement in a straight line from the nearest property line of the land used for the purposes stated above, respectively, to the nearest portion of the building in which the medical marijuana business is located. The locational criteria contained in this section shall apply to all proposed changes in the location of an existing license. Nothing in this subsection shall be construed so as to limit the location of a medical marijuana business or retail marijuana business based upon its distance from another medical marijuana business or retail marijuana establishment when the medical marijuana business is engaged in dual operations under Subsection R below or when the medical marijuana businesses are operated in the same licensed premises, in one contiguous location, and under the same ownership, in the event that applications for licensure of more than one medical marijuana business and/or retail marijuana establishment are pending at the same time and one proposed location is within 700 feet of another proposed location, the Licensing Authority shall consider and act first upon the application determined by the Licensing Authority to have first been a complete application without regard to the proposed location that is set forth in any application determined to have been complete at a later date.

Section 13. Chapter 180 of the Town Code, at Subsection 180-5.2.8, concerning Residential Uses in the Central Core and Mixed Use Districts, is hereby amended to read as follows:

180-5.2.8. RESIDENTIAL USES IN CENTRAL CORE AND MIXED USE DISTRICTS

A. Central Core District

For properties located between Main Street and Galena Alley and properties located between Main Street and Granite Alley, residential uses and uses accessory to residential uses are prohibited on the ground floor ~~in those portions of a building that front along Main Street and/or a numbered Avenue.~~

B. Mixed Use District

For properties fronting along Main Street, residential uses on the ground floor are a conditional use.

Section 14. Chapter 180 of the Town Code, at Subsection 180-5.2.9.I., concerning Locational Criteria for Retail Marijuana, is hereby amended to read as follows:

I. Locational Criteria

A retail marijuana establishment shall be operated from a permanent, indoor location and, except as further limited in this subsection, within a zoning district of the Town that allows for retail sale uses. No retail marijuana establishment shall be permitted to operate from a moveable, mobile, or transitory location. The suitability of a location for a retail marijuana establishment shall be determined at the time of the issuance of the first license. The fact that later changes in the neighborhood occur that may render the site unsuitable for a marijuana store shall not be grounds to suspend, revoke, or refuse to renew the license. No applicant shall be issued a license for a retail marijuana establishment if, at the time of the initial application for such license, the proposed location of the licensed premise is:

1. Within 500 feet of any licensed child care facility;
2. Within 500 feet of any educational institution or school, either public or private;
3. Within 500 feet of any halfway house or correctional facility;
4. Within 700 feet of another retail marijuana establishment or medical marijuana business;
5. Within 500 feet of a residential dwelling unit ~~that is located within a residential zoning district;~~
6. Within any residential zoning district, or the Central Core Zoning District, or the Mixed-Use Zoning District along East or West Main Street;
7. Within any building containing a dwelling unit, a pediatrician's office, or any hotel, motel, condominium hotel, boarding facility, lodging facility or rooming facility; or
8. Within a single development project that contains another retail marijuana establishment or medical marijuana business.

For the purposes of this section, a "residential dwelling unit" shall not include an accessory dwelling unit to a commercial unit, nor any other dwelling unit that is accessory or incidental to a commercial use. For purposes of this section, a "single development project" shall mean and include any area in which the property proposed for use as a retail marijuana establishment shares a common interest in common property, such as parking areas or sidewalk areas, or is a member of a property owners' association with another retail

marijuana establishment or medical marijuana business. The distances set forth in this subsection shall be computed by direct measurement in a straight line from the nearest property line of the land used for the purposes stated above, respectively, to the nearest portion of the building in which the medical marijuana business is located. The locational criteria contained in this subsection shall apply to all proposed changes in the location of an existing license. Nothing in this subsection shall be construed so as to limit the location of a retail marijuana establishment based upon its distance from another retail marijuana establishment or medical marijuana business when the retail marijuana establishment is engaged in dual operations under Subsection L below, or where the retail marijuana establishments are operated in the same licensed premises, in one contiguous location, and under the same ownership. In the event that applications for licensure of more than one medical marijuana business and/or retail marijuana establishment are pending at the same time and one proposed location is within 700 feet of another proposed location, the Licensing Authority shall consider and act first upon the application determined by the Licensing Authority to have first been a complete application without regard to the proposed location that is set forth in any application determined to have been complete at a later date.

Section 15. Chapter 180 of the Town Code, at Subsection 180-5.2.12, concerning Light Industrial Zoning District, is hereby added to read as follows:

180-5.2.12. LIGHT INDUSTRIAL ZONING DISTRICT

A. Offices and Medical Offices

Offices and medical offices on the ground floor are a conditional use. Offices and medical offices not located on the ground floor are a permitted use.

Section 16. Chapter 180 of the Town Code, at Subsection 180-5.2.13, concerning the Mixed Use Zoning District, is hereby added to read as follows:

180-5.2.13. MIXTURE OF USES IN THE MIXED USE DISTRICT

For properties located in the Mixed Use District, development shall be a mixture of residential and nonresidential uses, with each such use making up not less than 20 percent of the total gross floor area of all uses within the property. Developments with a lesser mixture of residential or nonresidential uses, including single use developments, are a conditional use.

Section 17. Chapter 180 of the Town Code, at Subsection 180-5.5.B.1., concerning Density Bonus in the Central Core, Gateway, and Mixed-Use Districts, is hereby amended to read as follows:

B. Density Bonuses

1. Central Core, Gateway, and Mixed-Use Districts

In the CC, GW, and MU Districts, a density bonus over the maximum allowable density is available if approved by Planning Commission, provided that:

- a. A minimum of 50 percent of the total number of bonus units is provided as affordable housing deed-restricted for sale or rent to persons earning a maximum of 100 percent of the area median income, at a rate established by the Summit Combined Housing Authority for that income level, and pursuant to other criteria as established from time to time by the Town or the Summit Combined Housing Authority; or

- b. For each bonus dwelling unit allowed, at least two affordable housing units are provided on property outside of the subject property, but within the Town of Frisco or within one (1) mile of any corporate limit of the Town of Frisco.

Section 18. Chapter 180 of the Town Code, at Subsection 180-6.3.2, concerning Buildings Occupying More than One Lot, is hereby amended to read as follows:

180-6.3.2 BUILDINGS OCCUPYING MORE THAN ONE LOT

Where a residential or non-residential project has been resubdivided into more than one lot, it shall be considered to be occupying one lot for purposes of complying with district regulations such as density, floor area ratio (FAR) lot coverage, open space, lot size, lot frontage, and setbacks. For purposes of this section, the boundaries of the one lot shall be the outermost lot lines of all lots occupied by the project. Except in the case of a condominium building or a property line between duplex or townhouse units, for any proposed development, no building shall be constructed over a property line and any proposal to construct a building over an existing property line shall be accompanied by a plat application to cause the property line to be vacated.

Section 19. Chapter 180 of the Town Code, at Subsection 180-6.8.A., concerning Allowance of Non-Solid Fuel-Burning Devices, is hereby amended to read as follows:

180-6.8.1 ALLOWANCE OF NON-SOLID FUEL-BURNING DEVICES

- A. Nothing in the regulation shall be construed to limit the number of non-solid-fuel-burning devices (gas, liquid, electricity) which may be installed in new construction, provided that all such installations are in compliance with the Frisco Building Code Chapter 65, Town of Frisco Building Construction and Housing Standards. For the purpose of this section, "new construction" is construction of a residential, commercial, industrial, or agricultural building. This shall include any modification, replacement, or relocation of existing solid-fuel-burning devices. However, modification to solid-fuel-burning devices shall not include repair, replacement, or relocation of flue pipe.
- B. A non-solid-fuel-burning device may be installed only if the applicant(s) can demonstrate that such a device is actually being installed and will be used for burning non-solid-fuel and only if the applicant states, within his application, that said device will not be used for burning solid-fuel. The burden is upon the applicant(s) to present evidence to the Community Development Department for review. An example of evidence includes, but is not limited to, a site plan that depicts the location and installation of the non-solid-fuel-burning device, and the gas, liquid, or electricity lines and venting system which are necessary for proper functioning of this device only.

Section 20. Chapter 180 of the Town Code, at Subsection 180-6.13.3., concerning On-Premise Parking Requirements, is hereby amended to read as follows:

180-6.13.3. ON-PREMISE PARKING REQUIREMENTS

A. Parking Requirements

The following minimums for permitted uses. Minimum must be compiled-complied with in all zoning districts except the Central Core District (CC) and those properties within the Mixed-Use District (MU) that front on West Main Street. On premise parking requirements for the Central Core District and those properties in the Mixed-Use District that front on West Main Street are found under paragraph D of this Subsection 0. Conditional uses may require additional parking. Multiple uses will be assessed parking requirements per use and an

aggregate number will be generated. Unless specifically prohibited elsewhere in this section, accessible parking spaces and electric vehicle charging stations shall be included in the calculation for required parking spaces.

Section 21. Chapter 180 of the Town Code, at Subsection 180-6.13.3., Table 6-1, concerning Required Number of Parking Spaces by Land Use, is hereby amended to read as follows:

TABLE 6-1 REQUIRED NUMBER OF PARKING SPACES BY LAND USE			
USE CATEGORY	USE TYPE		PARKING SPACE REQUIREMENTS
Household Living	Accessory dwelling unit	Per accessory unit:	1.0
		Per Lock-Off:	1.0
	Duplex and two-unit townhomes	Per Bedroom:	1.0
		Minimum Per Unit:	2.0
		Maximum per Unit	4.0
	Single-household	Per Bedroom:	1.0
		Minimum Per Unit:	2.0
		Maximum Per Unit:	4.0
	Multi-unit (3+ Units) [1]	Studio:	1.0
		Per Bedroom:	1.0
		Maximum Per Unit:	4.0
	Deed restricted units (affordable units)	Studio:	1.0
		Per Bedroom:	1.0
		Maximum Per Unit:	2.0
Lodging Facilities	Lock-off	Per Lock-off	1.0
	Boarding, rooming, and lodging facility	Each bedroom	1.0
		Each Residential Employee unit	1.0
	Hotel or motel	Each bedroom	1.0
		Each Resident Employee unit	1.0
Commercial	Auto wash	Stacking spaces per washing bay	5.0
		Plus 500 square feet of GFA or portion thereof	1.0
	Commercial use with drive-through	Stacking spaces per window	5.0
	Auto fuel sales	Per pump	1.0
	<u>Laundromat, Commercial/Industrial</u>	<u>Per 750 square feet of GFA or portion thereof</u>	<u>1.0</u>
	<u>Laundromat, Self-service</u>	<u>Per 350 square feet of GFA or portion thereof</u>	<u>1.0</u>
	Medical office	Per 350 square feet of GFA	1.0
	Office	Per 350 square feet of GFA or portion thereof	1.0
	<u>Personal Services , General</u>	<u>Per 350 square feet of GFA or portion thereof</u>	<u>1.0</u>
	Retail	Per 350 square feet of GFA area or portion thereof	1.0
	Service station, auto repair	For every service bay	4.0
	Warehousing, wholesale business and contractor trades	Per 750 square feet of GFA	1.0
Educational Facilities	Day care [2]	For every employee at maximum staff level	1.0
	Elementary, junior high	For every classroom	2.0

TABLE 6-1

REQUIRED NUMBER OF PARKING SPACES BY LAND USE

	High school/college	For every 4 students (capacity)	1.0
Food & Beverage	Fast food restaurant	Per 150 square feet of GFA (non-seating area)	1.0
		Plus Per 250 square feet of GFA (seating area)	1.0
		Stacking spaces per drive-up window	5.0
	Restaurant, bar and tavern	Per 250 square feet of GFA	1.0
Public Utilities and Facilities	Church or place of worship or assembly	Per every 4 seats	1.0
	Hospital	Per every 3 beds	1.0
		Plus for every employee at maximum staff level	1.0
	Institutional use	Per 400 square feet of GFA	1.0
		Plus per every 2 employees at maximum staff level	1.0
	Senior housing	Per 3 beds	1.0
Recreation and Entertainment	Arts and entertainment center	For every 4 seats	1.0
	Bowling alley	Per lane	2.5
	Health, recreation, and exercise establishment	Per 200 Square feet of GFA	1.0

Notes:

[1] Plus additional spaces for visitors: One visitor space required for every five units including caretaker units.

[2] Adequate drop-off/pick-up space, equivalent to one parking/stacking space per every ten children (based on center's regulated capacity)

Section 22. Chapter 180 of the Town Code, at Subsection 180-6.13.3.D. concerning Minimum Parking Requirements for the Central Core District (CC) and Properties within the Mixed-Use District (MU) that Front on West Main, is hereby amended to read as follows:

D. Minimum Parking Requirements for the Central Core District (CC) and Properties within the Mixed-Use District (MU) that Front on West Main Street

- The following minimums for permitted uses are required. Conditional uses may require additional parking. Multiple uses will be assessed parking requirements per use and an aggregate number will be generated. Unless specifically prohibited elsewhere in this section, accessible parking spaces and electric vehicle charging stations shall be included in the calculation for required parking spaces.

TABLE 6-2

MINIMUM REQUIRED PARKING SPACES – CENTRAL CORE DISTRICT AND MIXED-USE DISTRICTS FRONTING WEST MAIN STREET

USE	PARKING SPACE REQUIREMENTS
Retail [1]	0.0 Per 450 square feet of GFA or portion thereof
<u>Personal Service, General</u>	<u>0.0</u>
Office	1.0 Per 450 square feet of GFA, or portion thereof 0.0 if not located on the ground floor
Medical Office	1.0 Per 450 square feet of GFA or portion thereof

Restaurants, Bars and Taverns [1]	0.0 Per 350 square feet of seating area 0.0 Per 450 square feet of non-seating area
Hotel or Motel,	1.0 Each resident employee unit 1.0 Each bedroom
Residential Uses	1.0 Per Studio and Accessory Unit 1.0 Per bedroom 4.0 Maximum per unit 1.0 Visitor parking space ff For every 5 units in multi-family and mixed use developments; For multi-unit, 3 plus units, additional parking for visitors is required
Notes: [1] Any change in the use from retail, restaurant, bar or tavern GFA approved by the Town using the parking provisions contained herein to other uses (permitted or conditional) must provide parking spaces in the amounts and locations required by the Article.	

2. For purposes of calculating the minimum parking requirements for any property located within the Central Core District or the Mixed-Use District when a property fronts on West Main Street, if any proposed use is not noted under this paragraph D, the parking requirements as provided in paragraph A of this section shall apply.

Section 23. Chapter 180 of the Town Code, at Subsection 180-6.16.3.E, concerning General Requirements for Outdoor Lighting, is hereby amended to read as follows

E, Emergency exterior exit lighting, as required by ~~the adopted building code Chapter 65, Town of Frisco Building Construction and Housing Standards~~, is exempt from the full cut-off requirement for fixtures installed as lighting to be used only in emergencies.

Section 24. Chapter 180 of the Town Code, at Section 180-6.18, concerning Fences and Walls, is hereby amended to read as follows:

180-6.18 Fences and Walls

A fence, wall, or any similar type of screen or any combination of such items not defined as a structure may be erected on any lot including within a setback, subject to the following conditions and requirements. It is the intent of these conditions and requirements to provide privacy and protection, and screening and accenting of shrubs and landscaping without unduly interfering with the scenic view from neighboring properties or jeopardizing the safety of pedestrians and vehicles.

180-6.18.1 ~~UNIFORM BUILDING CODES~~ APPLICABLE

All fences and walls are subject to the ~~Uniform Building Code~~ requirements ~~of Chapter 65, Town of Frisco Building Construction and Housing Standards~~.

180-6.18.2 LOCATION OF PROPERTY LINES

It shall be the responsibility of the property owner to locate all property lines.

180-6.18.3 ENCROACHMENT

No fence or wall may extend beyond or across a property line unless in joint agreement with the abutting property owner granting each a cross-easement.

180-6.18.4 OBSTRUCTION OF VISIBILITY

No fence or wall shall be located within 15 feet of any street intersection or be so located as to block, obscure, or minimize visibility at any street intersections.

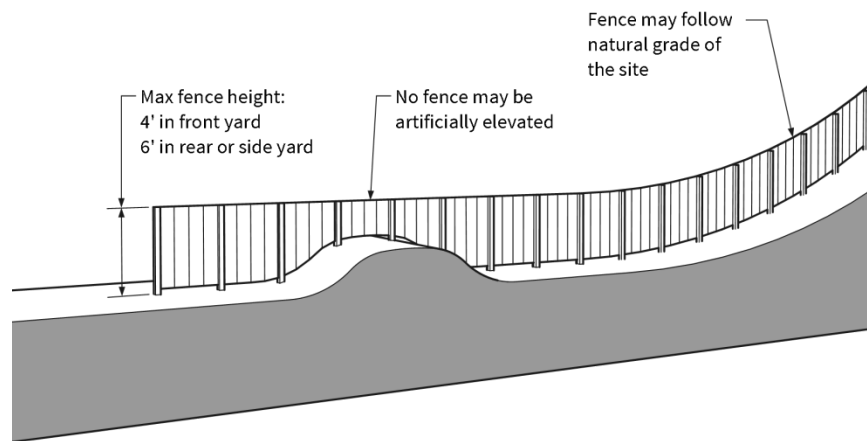
180-6.18.5 MATERIALS

Fences and walls shall be constructed of natural materials such as wood, river rock, or stone whenever practical.

180-6.18.5.1 HEIGHT

- A. Fences and walls shall not exceed four feet in height measured from the existing natural grade at the base to the highest point of the fence or wall within any front ~~or~~ ~~side~~ yard. Fences and walls shall not exceed six feet in height measured from the existing natural grade at the base to the highest point of the fence or wall within any rear ~~or~~ side yard. No fence or wall may be artificially elevated by means of a berm or other method for purposes of height calculation.

Figure 6-O: Measuring Fence Height



- B. Fences and walls exceeding six feet in height but no more than eight feet in height measured from the existing natural grade at the base to the highest point of the fence or wall may be allowed if:
1. They are temporary fences on construction sites erected for protection purposes during the period of construction only; or
 2. ~~They enclose garbage dumpsters; or~~
 3. ~~2.~~ They enclose outdoor storage areas in non-residential districts.
- C. Fences and walls exceeding six feet in height, as permitted in Subsection A above, or exceeding eight feet in height as permitted in Subsection 0 above, shall require conditional use approval.

Section 25. Chapter 180 of the Town Code, at Subsection 180-6.19.7.D, concerning Snow and Wind Load standards for signs, is hereby amended to read as follows:

D. Snow and Wind Load

All freestanding signs over ten feet in height or greater than 42 square feet in area shall be designed to withstand minimum wind and snow loads according to the provisions of ~~the most~~

~~currently adopted version of the building code~~ Chapter 65, Town of Frisco Building Construction and Housing Standards. The Building Official may require freestanding signs to be designed by a Colorado licensed engineer with professional stamped plans.

Section 26. Chapter 180 of the Town Code, at Subsection 180-6.19.12.C, concerning Flags, is hereby amended to read as follows:

C. Flags

The flag, pennant or insignia of any nation, organization or nations, state, province, county, town, any religious, civic or fraternal organization, or educational institution; and providing further that such are subject to the following limitations:

1. Flags and pennants shall not exceed the proportions which have been established by presidential declaration: three feet by five feet (3' x 5') when hung from a building, or five feet by seven feet (5' x 7') when hung from a large flagpole. Flags or pennants larger than the specified sizes require a sign permit.

2. Flags shall have a minimum clearance of eight and one half feet when they project over public sidewalks and 15 feet when projecting over streets or roads.

3. Except in residential areas, there shall be a minimum of 20 feet from the top of a flagpole to average grade.

3.4. Flags and flagpoles shall not exceed the tallest building height limit of the applicable zoning district.

4.5. Flags, pennants, and insignia shall be maintained in a clean and undamaged condition at all times.

5.6. The display of national flags, pennants, and insignia shall be governed by the standard rules of international protocol.

Section 27. Chapter 180 of the Town Code, at Subsection 180-6.19.14, concerning Nonconforming Signs, is hereby amended to read as follows:

180-6.19.14. NONCONFORMING SIGNS

Signs legally erected prior to the effective date of the ordinance codified in this section shall be deemed to be legal nonconforming signs and shall be governed by the provisions of Chapter 180, Article ~~18~~, Nonconformities.

Section 28. Chapter 180 of the Town Code, at Subsection 180-6.22.3.F, concerning Residential Development Standards for garages, is hereby amended to read as follows:

F. Garage Standards

1. Intent

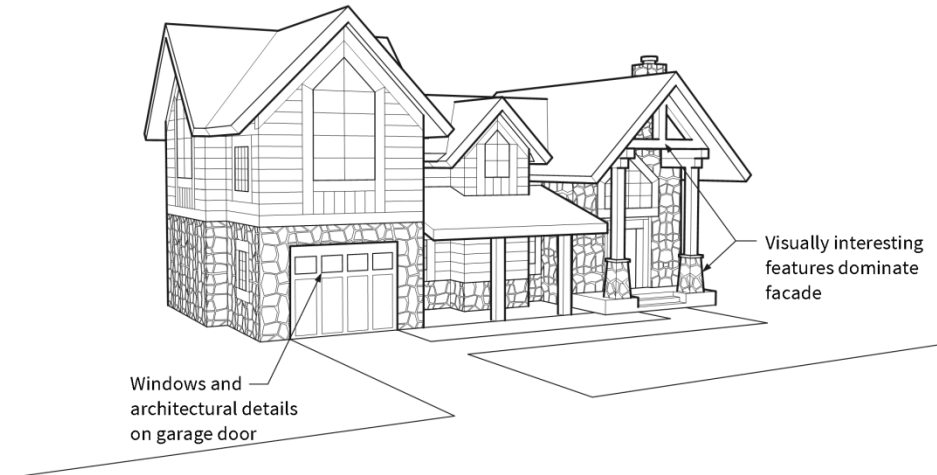
To promote an active and visually interesting streetscape that is not dominated by garage doors.

2. Garage Door Location

Garages are encouraged to be located and oriented away from the street where they will not act as the primary design element of the building. Street-facing garage doors shall be recessed behind the front façade of the dwelling and shall not comprise the majority

of the street-facing building frontage, unless of a custom style broken up with windows or other features.

Figure 6-YY: Residential Visually Interesting Features



~~3. Incentives~~

~~a. Intent~~

~~—To encourage the placement of garages away from the street, where they will not act as the primary design element of the building, and to encourage energy efficiency and “green” buildings.~~

~~b. Front Yard Reduction~~

~~i. The front yard setback may be reduced to 20 feet in the RS, RL, RM, RH and MU Districts if one of the following is met:~~

~~a) Where there are garages, the garage doors do not face the street;~~

~~b) Where garages face the street, the garage doors are located a minimum of 40 feet from the front property line; or~~

~~c) The applicant has received approval for a voluntary energy efficiency related building program, such as the Energy Star energy efficiency program or the green building program as administered by the Building Official.~~

Section 29. Chapter 180 of the Town Code, at Subsection 180-7.6.3, concerning Subdivision of Lots, is hereby amended to read as follows:

180-7.6.3. LOTS

- A. Lot size, width, depth, shape, orientation and minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development and use contemplated and shall facilitate the placement of buildings with sufficient access, outdoor space, privacy and view consistent with the development standards as set forth in the Frisco Town Code.
- B. No single lot shall be divided by a district (i.e., zoning, sanitation, fire, etc.), municipal or county boundary line.
- C. Side lot lines shall be substantially at right angles or radial to street lines.

- D. Lots with double frontage shall be avoided, except where essential to provide separation from major arterials or from incompatible land uses.
- E. In the case of wedge-shaped lots, no lot shall be less than 30 feet in width at the front property lines.

F. Each lot shall be provided with satisfactory access to an existing public street, except as where provided in Section 108-2.5.4.

F.G. Except in the case of a condominium building or a property line between duplex or townhouse units, no subdivision shall be approved that creates a property line that runs through a building.

Section 30. Chapter 180 of the Town Code, at Subsection 180-7.6.9, concerning Sanitary Sewers, is hereby amended to read as follows:

180-7.6.9.1 SANITARY SEWERS

All residential, commercial, and industrial uses which have human occupancy shall have sanitary sewers. The design and installation of all sewer mains, laterals, and house connections must be in conformance with ~~the International Building Code as adopted by the Town~~ Chapter 65, Town of Frisco Building Construction and Housing Standards, and the rules and regulations of the Frisco Sanitation District and the Frisco Public Works Department. All sewer mains and laterals shall be installed in easements and/or dedicated rights-of-way.

Section 31. Chapter 180 of the Town Code, at Subsection 180-8.5.1, concerning Change, Extension or Alteration of Nonconforming Buildings and Structures, is hereby amended to read as follows:

180-8.5.1 CHANGE, EXTENSION OR ALTERATION

- A. ~~Applications for tenant finishes, exterior finishes, and small project in residential and commercial nonconforming structures, and applications for additions to single household and duplex nonconforming structures, Administrative Site Plan Review and Minor Site Plan Review~~ may be approved by the Community Development Department staff if the criteria below are met.
- B. All other applications for changes, extensions, and alterations to nonconforming structures may be approved by the Planning Commission if the criteria below are met.

Section 32. Chapter 180 of the Town Code, at Subsection 180-9.2.3, concerning Definitions of General Use Categories for Personal Services, is hereby amended to read as follows:

D. Personal Services

Establishments that provide individual services related to personal needs directly to customers at the site of the business, or that receive goods from or return goods to the customer, which have been treated or processed at that location or another location. ~~Examples include but are not limited to beauty and barbershops, laundromats, shoe repair shops, and tailor shops.~~

Section 33. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Affordable Housing, is hereby amended to read as follows:

Affordable Housing

A dwelling unit that is restricted in perpetuity to occupancy by individuals meeting the income limitations and occupancy standards as established from time to time by the Town or the Summit Combined Housing Authority. Occupancy standards include requirements for primary residency and local employment.

Section 34. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Bedroom, is hereby amended to read as follows:

Bedroom

A habitable space or room in a dwelling unit designed for or with potential for use as a sleeping room. Factors determining this use, in addition to ~~the adopted building code Chapter 65, Town of Frisco Building Construction and Housing Standards~~, shall include a space or room with any of the following factors:

- A. Having walls and doors to separate it from other habitable spaces or rooms, or
- B. Having a closet or similar provision for clothes storage, or
- C. Having a full or partial bathroom directly connected or in close proximity to the space or room.

Rooms or floor areas in dwelling units determined by these criteria to be bedrooms, regardless of any names, labels, or intended uses proposed by the applicant, shall be used to designate the total number of bedrooms for purposes of determining required parking spaces and other regulations.

Section 35. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Certificate of Occupancy, is hereby amended to read as follows:

Certificate of Occupancy (CO)

A certificate issued by the Town of Frisco after completion, inspection, and approval of a new structure or change in use of an existing structure. The certificate states the described building has been inspected for compliance with the requirements of ~~the building code Chapter 65, Town of Frisco Building Construction and Housing Standards~~ for the described group and division of occupancy and the use for which the proposed occupancy is classified. Certificates presuming to give authority to violate or cancel the provisions of ~~the building code Chapter 65, Town of Frisco Building Construction and Housing Standards~~ or other ordinances of the Town of Frisco shall not be valid.

Section 36. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Condominium Hotel, is hereby amended to read as follows:

Condominium Hotel

A multi-unit structure, consisting of dwelling units, hotel or motel units, or some combination thereof, in which units may be individually owned and which provides a centralized management structure ~~incorporating a 24-hour front desk check-in operation, a central phone system to individual rental units, meeting rooms, food services, and recreational or leisure amenities.~~

Section 37. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Electric Vehicle Charging Station, is hereby amended to read as follows:

Electric Vehicle Charging Station

A public or private parking space served by electric vehicle supply equipment in which a vehicle is recharged.

Section 38. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Structure Height, is hereby amended to read as follows:

Height, Structure

The height of any structure measured in the same manner as building height. See Building Height.

Section 39. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Kennel, is hereby amended to read as follows:

Kennel

Any establishment where dogs and/or cats are bred or raised for sale, or boarded, trained, cared for and/or groomed commercially, ~~exclusive of veterinary care.~~

Section 40. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Commercial/Industrial Laundromat, is hereby amended to read as follows:

Laundromat, Commercial/Industrial

An establishment that cleans fabrics and textiles (apparel, uniforms, towels, bedding, table linens, draperies, rugs, upholstery, etc.) for other businesses, with no more than 30% of the gross floor area occupied by an accessory self-service laundromat use. The establishment may include drop-off facilities and collection/delivery services.

Section 41. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Self-service Laundromat, is hereby amended to read as follows:

Laundromat, Self-Service

An establishment providing washing and drying machines on the premises for rental use to the general public. This definition includes vended laundromats, also referred to as coin-operated laundromats. This definition does not include multi-housing laundries or on-premise laundries.

Section 42. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Multi-housing Laundry, is hereby amended to read as follows:

Laundry, Multi-Housing

On-site laundry facilities that are an accessory use to a principal multi-family residential use, such as a common laundry room utilized by the residents of an apartment complex.

Section 43. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for On-Premise Laundry, is hereby amended to read as follows:

Laundry, On-Premise

On-site laundry facilities that are an accessory use to a principal commercial, industrial, or institutional use, and are a part of normal business operations in industries such as healthcare, veterinary services, emergency services, sports and athletics, hospitality, spas and salons, farming and agriculture, manufacturing, etc.

Section 44. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Public or Private Park, is hereby amended to read as follows:

| Park, ~~Public or Private~~

An area or facility to be used for recreation, exercise, sports, education, rehabilitation, or similar activities, or an area intended to enhance the enjoyment of natural features or natural beauty.

Section 45. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Personal Services, is hereby amended to read as follows:

| Personal Services, General

Establishments primarily engaged in providing services involving the care of a person or his/her personal goods, including but not limited to, dry cleaning, pickup, cosmetics, beauty and barbershops, spas, nail salons, shoe repair shops, tailor shops, funeral services, and domestic services.

Section 46. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Substantial Destruction, is hereby amended to read as follows:

Substantial Destruction

A building or structure has suffered substantial destruction if the cost of repair of the building or structure exceeds 75 percent of the replacement cost of the entire building, excluding the foundations. The replacement cost shall be derived from the fair market value of the building or structure, or the value as defined by ~~the Town's building code~~ Chapter 65, Town of Frisco Building Construction and Housing Standards, whichever is greater.

Section 47. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Conditional Use, is hereby amended to read as follows:

Use, Conditional

A use which, because of its character, size and potential impacts, may or may not be appropriate in a particular zoning district and which may be undertaken, if at all, only in accordance with the provisions of Section 180-~~302.5~~ of this Chapter.

Section 48. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Veterinary Clinic, is hereby amended to read as follows:

Veterinary Clinic

An establishment that provides medical treatment and care to animals, and which may include temporary or overnight boarding of animals that are recuperating from treatment. A veterinarian clinic or office ~~shall not~~ may include a kennel.

Section 49. Effective Date. This ordinance shall become effective in accordance with the home-rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING
ORDERED THIS 26TH DAY OF MARCH 2019.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED
THIS 9TH DAY OF APRIL, 2019

TOWN OF FRISCO, COLORADO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk