

***THE MAY 14, 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
MAY 14, 2019
4:00PM**

Agenda Item #1: Foote Project Discussion 4:00pm

Agenda Item #2: Marina Wetlands Mitigation Discussion 4:45pm

Agenda Item #3: Community Plan: Two Guiding Principles - Mobility/ Recreation 5:15pm

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
MAY 14, 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 April 923, 2019 Meeting
- Home Rule Charter Review – Chapter 153, Snowmobiles
- Resolution 19-19, a Resolution Setting a Goal to Reach 100 Percent Renewable Energy Sources Community-Wide by 2035
- Minor Amendments to the Island Grill Concessionaire Contract and Lease Agreement for Food and Beverage Services at the Frisco Bay Marina

New Business:

Agenda Item #1: First Reading Ordinance 19-05, an Ordinance Amending Chapter 130 of the Code of Ordinances of the Town of Frisco, Concerning Parks, by Amending Section 130-12, Concerning the Use of Motorized Vehicles in Town Parks, Open Space, Recreation Areas, and Pathways STAFF: THAD RENAUD 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

Agenda Item #2: 1st Reading Ordinance 19-06, an Ordinance Amending Chapter 13 of the Code of Ordinances of the Town of Frisco, Colorado, Concerning the Management of the Town Cemetery, by Repealing Section 13-21, Concerning the Rates and Charges for Lots and Burials; and by Renumbering Existing Section 13-22 Concerning Winter Burials STAFF: DEBORAH WOHLMUTH 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

Agenda Item #3: Peninsula Recreation Area Operations Building Discussion 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

Executive Session:

Agenda Item #4: Executive Session Pursuant to C.R.S. 24-6-402(4) (a), Concerning the Sale of Certain Real Property; (b), Conferences with an Attorney for the Town for the Purposes of Receiving Legal Advice on Specific Legal Questions; and (e), to Determine Positions Relative to Matters That May be Subject to Negotiations, and to Instruct Negotiators Concerning the Sale of the Real Property

Adjourn:



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NANCY KERRY, TOWN MANAGER
RE: REQUEST FROM N. KELLY FOOTE TO AMEND PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (MARCH 14, 2017) AS AMENDED (JANUARY 23, 2018)
DATE: MAY 14, 2019

Summary: The item is before the Town Council at the request of Nathaniel Kelly Foote, "Applicant," requesting the Town Council consider an amendment to the Purchase, Sale and Development Agreement (Attachment 1), which was approved on March 14, 2017 (Attachment 2) and later amended by the Town Council on January 23, 2018 (Attachment 3).

The Applicant requests an amendment for the following:

- 1) A request to relocate the approved employee housing to an off-site location (already identified and owned by Mr. Foote); and
- 2) A request to reconfigure the internal site plan of the hotel resulting in a change from 65 units to 75 units (utilizing the six (6) employee housing units as hotel rooms and reconfiguring the proposed four (4) suites into separate rooms); and
- 3) A request to reduce the minimum number of bowling lanes to six (6) lanes.

Background: The Applicant's project was approved by the Planning Commission on March 14, 2017 pending subsequent, and required, approval by the Town Council rezoning to Lots 1-12, Block 11, Frisco Townsite to the Historical Overlay District. For complete background of information regarding the project, attached to this memo are the Planning Commission Staff Memo (Attachment 4) and the Town Council Staff Memo (Attachment 5).

Staff Analysis and Recommendation: As this project has been fully analyzed by staff as originally proposed and approved there is no additional staff recommendation for the Applicant's request.

Financial Impact: Should the project be completed, the Applicant has estimated average daily room rates and occupancy levels, coupled with on-site sales, will generate approximately, \$1M in annual lodging and sales tax revenue for the Town of Frisco; that figure does not account for any transfer of sales from other local businesses due to the generation of estimated increase in daily occupants.

As submitted by, Nancy Kerry

Attachment 1

Letter from N. Kelly Foote's Attorney Requesting
Consideration to Amend Purchase, Sale and
Development Agreement, with attachments

The Law Offices of M. Kent Olsen

ATTORNEYS AND COUNSELORS AT LAW

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Deana A. Langston, Paralegal
dlangston@mkolsenlaw.com

May 7, 2019

nancyk@townoffrisco.com

Frisco Town Council
c/o Nancy Kerry
Frisco Town Manager

Re: Foote's Rest Sweet Shoppe

Dear Frisco Town Council:

I represent N. Kelly Foote (the "Developer") concerning his Purchase, Sale and Development Agreement with the Town of Frisco, dated March 14, 2017 as amended on January 23, 2018.

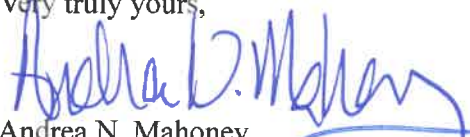
I am writing this letter for you to include in the packet for the Work Session, scheduled for next Tuesday, May 14, 2019. Included with this letter is a Work Session Narrative, for use at the Work Session.

As I believe the Developer has discussed with you, and as I have discussed with Thad Renaud, the Developer would like to amend the above referenced Purchase, Sale and Development Agreement as follows:

- Relocate the required employee housing to an off-site location;
- Increase the hotel room count in the main hotel/structure from 65 to 75 rooms. The ten rooms being counted are not additional units, rather they are a result of the conversion of four suites to lock-off units and the reallocation of six employee units no longer needed within the building as that need is proposed to be met off-site. The current town code does not differentiate between a suite and a room, in order to provide flexibility to the suites, doors exiting to internal hallways have been added to the suites. This changes the way a suite is counted under the code and adds an additional four rooms to the hotel count. The additional six rooms comes from converting the employee units on the second floor to guest rooms.
- Reduce the minimum number of bowling lanes to 6 lanes.

Please let the Developer and/or me know if you need anything further.

Very truly yours,


Andrea N. Mahoney

Enclosure

Arvada and Parker Offices
(by appointment)

6355 Ward Road, Suite 400, Arvada, CO 80004

11479 South Pine Drive, Parker, CO 80134

COUNCIL WORK SESSION NARRATIVE

05.14.2019



INTRODUCTION

Foote's Rest at Block 11 will preserve six historic structures on site, creating a blend of old and new cohesively tied together through a community plaza accessible from both Main Street and 5th Avenue. Through this cornerstone development, Frisco is gaining Main Street vibrancy through a hotel that sets the precedent for mixed-use construction, historical preservation and social responsibility. As part of this social responsibility, the development is committed to providing a minimum of 6 employee housing units.

The owner is proposing a second amendment to the Purchase and Sales Development Agreement with the town, dated January 23, 2018, for the following changes:

- The relocation of employee housing to an off-site facility;
- Clarification on the definition of a suite versus a lock-off room;
- A maximum number of hotel rooms not to exceed 75

All proposed changes will comply with Town Code. The owner is not proposing any changes to historic preservation requirements, architectural design or plaza spaces within the development application.

EMPLOYEE HOUSING

During project development, off-site opportunities for employee housing have become available. This has created the need to request an amendment to the development agreement with the town. We strongly believe that these changes are consistent with the extensive community feedback received during the town review process and will provide an authentic housing option for future residents.

As part of the approval of Foote's Rest, housing for employees of the hotel was identified as a priority. The inclusion of housing with a development project is considered a major community benefit. During the planning process there were concerns about the type of housing, sufficient parking, storage and potential conflicts between employee and guest needs. Through the purchase of the property at 221 South 4th Street; Lots 21-24, these concerns will be addressed and provide a more diverse and desirable living situation for employees (Figure A, B).

THE SITE

Located less than 1,000 feet from the hotel property, the .32 acre site provides over 3,500 total sq. ft. of living space and is within a 5 minute walk of the hotel (Figure A). The site contains 2 residential buildings - a cabin and a primary residence, freestanding garage, and multiple storage sheds. There is extensive outdoor space, and a variety of patios and decks which expand the livable space of the property. Additionally, the property has convenient access to county public transportation, Main Street activities, and local trails.

THE PRIMARY RESIDENCE

The primary house contains 7 bedrooms, a full kitchen, shared living spaces and storage, and four full and 3 half bathrooms. Each bedroom has a private vanity, isolated heating controls, and storage. The living room and kitchen have a wood burning stove and ample room for cooking, dining and lounging. Additionally, the house contains an on-site washer and dryer.

THE CABIN

The cabin is a single family home with its own kitchen, bathroom, washer and dryer and living spaces. The unit would be suitable for couples, small families or as a manager's suite.

PARKING AND STORAGE

The site has ten surface parking spaces and 2 garage spaces. The parking exceeds the Town Code requirement by 7 spaces (5 spaces - 2 for 3 bedrooms +1 for each additional bedroom). The excess parking will allow parking for residents and guests. There are two storage sheds and one garage on site for yard maintenance equipment and resident's belongings.

Figure A: Vicinity Map



Figure B: Proposed Employee Housing: 221 South 4th Street; Lots 21-24



Amenity	Hotel (6) Approved Employee Units	The Primary Residence				The Cabin Single Family Home
Bedroom/Room Description	2nd Floor Studio	Living Area A	Living Area B	Living Area C	Living Area D	
Bedroom/Room Description	2nd Floor Studio	Ground Floor Master	Garden Level Suite	2nd Floor Master	2nd Floor Bedrooms (4)	1 Bedroom & Loft
Additional Living Spaces	-	Seating Area	Private Living Room	Seating Area with Fireplace	-	Living Room Dining Nook Kitchen
Bathroom	Full Private Bath	Full Private Bath	Full Private Bath	Full Private Bath	Shared Full Bath & (2) Half Baths	Private Bath
Kitchen	-	Shared Full Kitchen				Full Kitchen
Kitchenette/Wet Bar	Yes	Yes	Yes	Yes	-	-
Private Amenities	-	Private Entry Exterior Patio Extensive Storage Seating Area Private Vanity	Private Vanity	Fire Place Built in Storage Private Deck	Built in Storage Private Vanities (in each room)	Separate Building Private Entry Living Room Patio Office Dining Area Extensive Storage Washer/Dryer
Shared Amenities	-	Large Living Room Wood Burning Fire Place Dinning Room Washer/Dryer Half Bathroom		Outdoor yard (.32 Acre Site) Large Outdoor Deck Outdoor Horseshoe Pit Outdoor Fire Pit (2) Storage Sheds Garage Storage		Yard and Storage Sheds Shared with the Primary Residence
Parking Spaces	Valet (1/unit)	8 Spaces Total: 1 Garage Space 7 Surface Spaces				2 Total: 1 Garage 1 Surface
Visitor Parking	-	2 Surface Spaces				-

Figure C: 2nd Floor with Suites

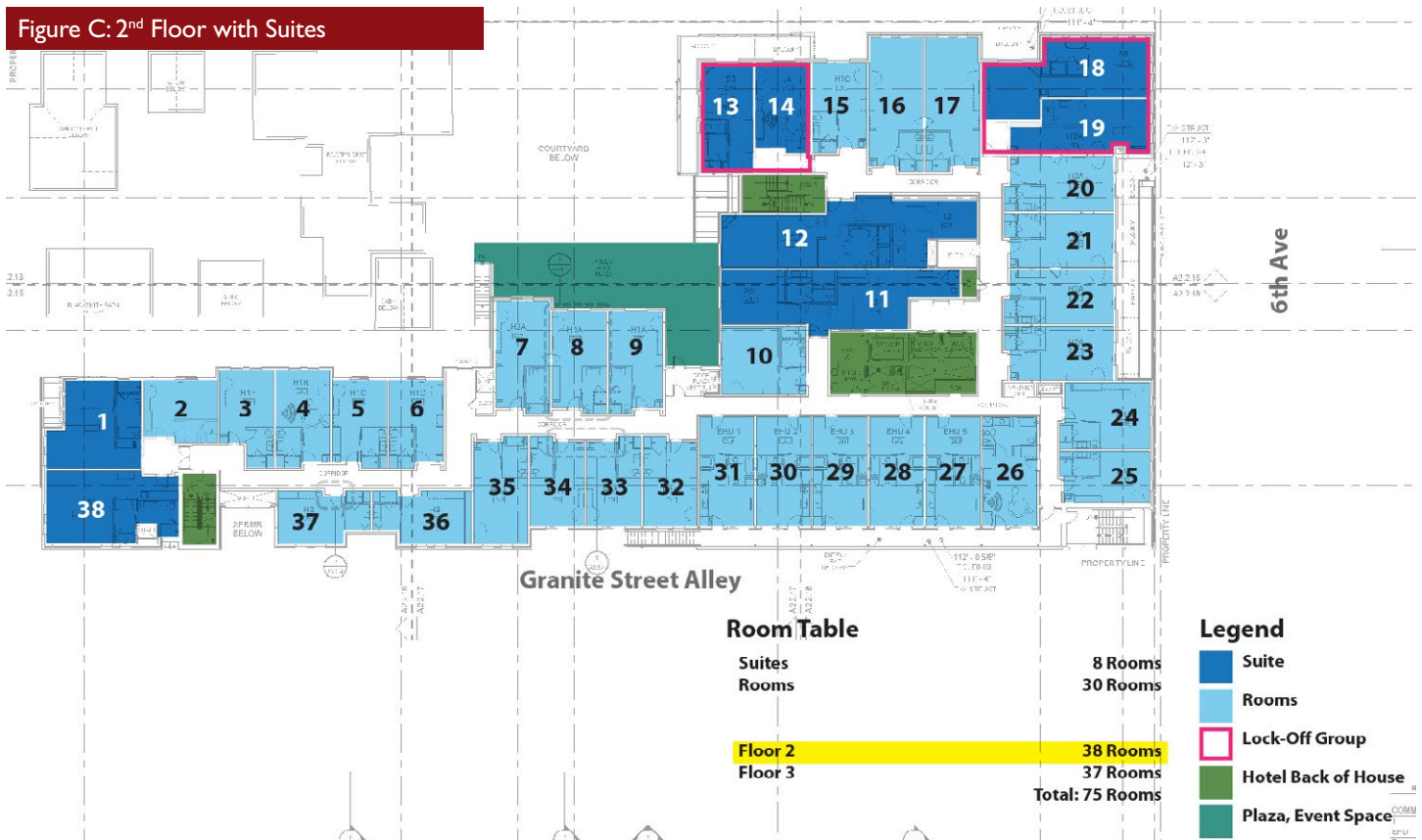
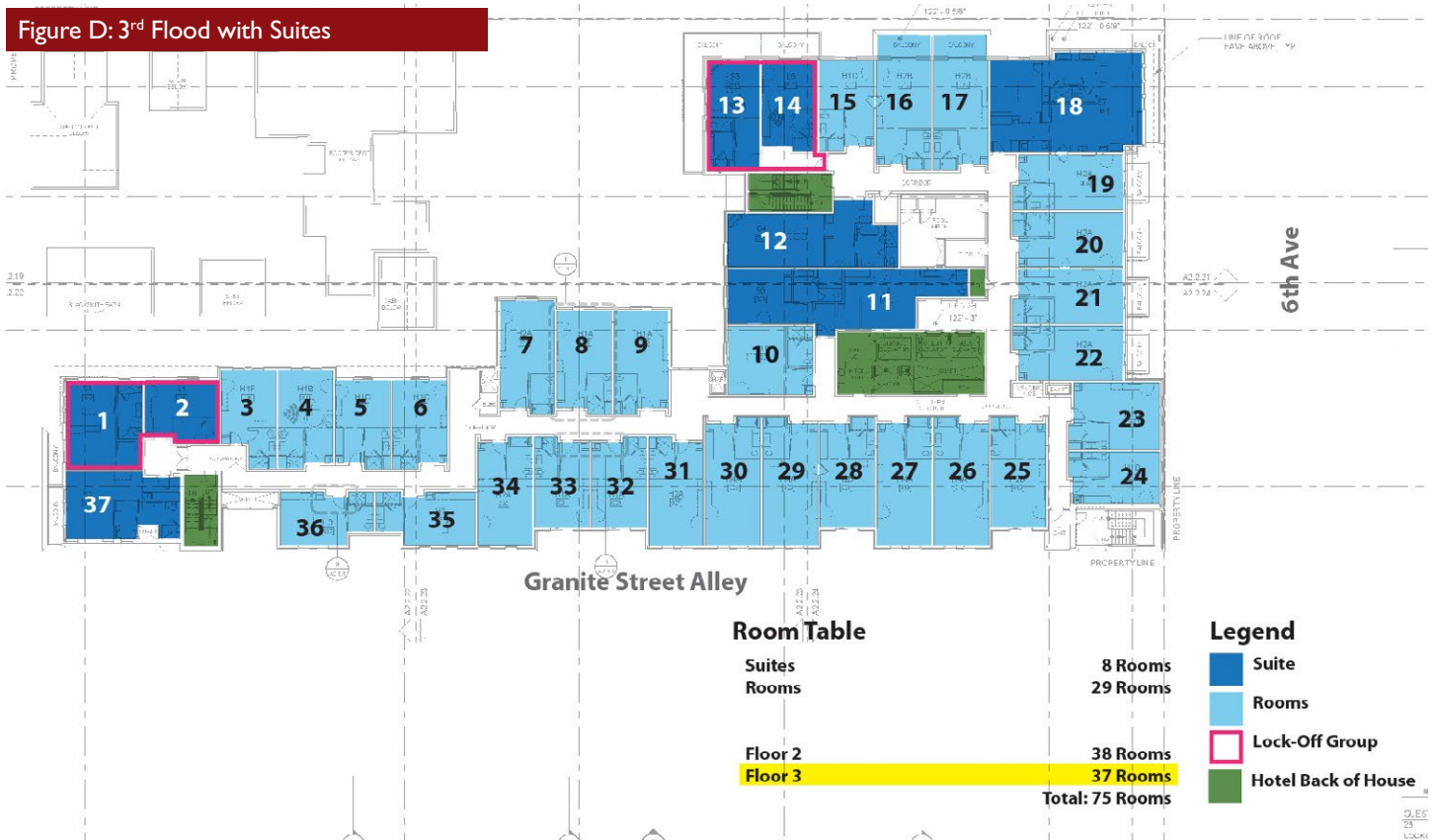


Figure D: 3rd Flood with Suites



HOTEL PARKING AND ROOMS

HOTEL ROOM CLARIFICATION

Currently the development agreement does not differentiate between suites and hotel rooms. Following the initial development review application, the design has evolved to add flexibility to the suites. With the addition of an external door directly to the hall way, the suites are now designed to function as individual lock-off units or suites to meet a variety of needs. This clarification is needed to define a suite or the use of part of the suite as a separate lock-off unit. This definition is being added to finalize the room count for the hotel (Figure C and D).

TABLE 1.1: ROOM BREAKDOWN AS PROPOSED

Breakdown	
Hotel Room	65 Rooms
Employee Units	6 Rooms
Total	71 Rooms

TABLE 1.2: ROOM BREAKDOWN FOR 75 ROOM HOTEL

Breakdown	
Hotel Room	65 Rooms
Lock-Off (Part of Suite)	4 Rooms
Employee Unit Conversion	6 Rooms
Total	75 Rooms

Table 1.1: As proposed the Hotel has 65 rooms and 6 employee units totaling 71 rooms overall.

Table 1.2: The current hotel has 65 rooms. Of these rooms 4 are lock-off units which were previously counted as part of a suite, totaling 69 rooms. The increase in hotel rooms is possible by moving the 6 employee units off-site.

MAXIMUM NUMBER OF HOTEL ROOMS

The current development application defines a maximum number of hotel rooms as 65 rooms. The owner is proposing the number of hotel rooms is extended to 75 rooms. The ten rooms being counted are not additional units, rather they are a result of the conversion of four suites to lock-off units and the reallocation of six employee units no longer needed within the building as that need is proposed to be met off-site. The current town code does not differentiate between a suite and a room, in order to provide flexibility to the suites, doors exiting to internal hallways have been added to the suites. This changes the way a suite is counted under the code and adds an additional four rooms to the hotel count. The additional six rooms comes from converting the employee units on the second floor to guest rooms.

Offering 75 rooms in a boutique hotel on Main Street will meet the demands of the market and provide a product type currently unavailable within the Town of Frisco. The current hotel market in Frisco does not have any mid-sized boutique hotels, but rather offers guests hotel options with approximately less than 50 beds or larger hotels with 120 to 200 beds. A 75 room hotel is an efficient size appropriate for both wedding and business / conference clientele. This development aims to fill a need while attracting visitors to the Town of Frisco.

The proposed increase in hotel rooms complies with the Unified Development Code as the quantity of hotel rooms is not limited by code. The number of hotel rooms is subject only to the ability to provide the required number of parking spaces per Section 180-6.13 Parking and Loading Regulations, Table 6-2. No changes in overall occupancy of the hotel or total number of beds are being proposed.



PARKING

The purchase and sales agreement does not govern parking requirements. The below information is provided as assurance to Town Council that all parking requirements will be met on site. With the employee units moved to the off-site location and the

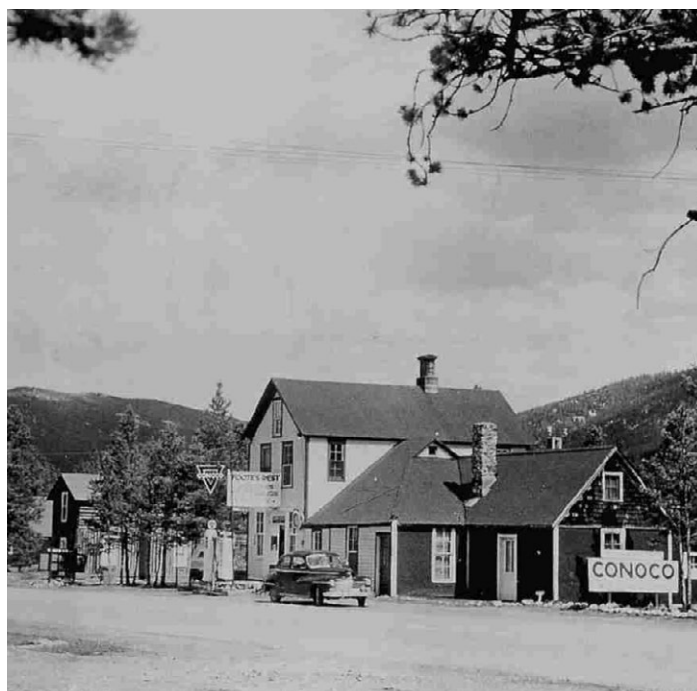
TABLE 2.1: AS APPROVED	Parking Summary (per staff report)	
	Parking Required: 62 spaces	
	Parking Provided: 67 spaces (63 garage, 4 surface)	
	Breakdown	
	Retail, personal services, restaurants, non-first floor office	0 spaces
	Bowling Alley (2.5/lane - 10 lanes)	25 spaces
	On-street parking credits (non-overnight use only - bowling)	-25 spaces
	Hotel (1/bedroom, 65 rooms)	65 spaces
	Employee Housing Units (1/bedroom, 6 studios)	6 spaces
	Existing Foote's Rest Home (1/bedroom, 4 bedrooms)	4 spaces
	Existing Cabin 2 (1/bedroom, studio)	1 space
	Existing Cabin 3 (1/bedroom, studio)	1 space
	Visitor Parking (1/5 dwelling units, 9 units)	1 space
	<i>Sub-total</i>	<i>78 spaces</i>
	<i>20% reduction for mixed use</i>	<i>-16 spaces</i>
	Total Required per code	62 spaces

Table 2.1: Parking calculations as approved by staff.

Table 2.3 shows parking calculations including new vehicular lift systems to maintain a net surplus of spaces.

clarification of room types, additional parking has become available in the garage. To accommodate potential suite conversions, up to 7 vehicle lifts will be added. This will ensure 5 parking spaces in excess of the code is maintained. (Tables 2.1-2.2).

TABLE 2.2: AS 75 ROOM HOTEL PARKING SUMMARY	Parking Summary: 75 Room Hotel	
	Parking Required: 66 spaces	
	Parking Provided: 71 spaces (Total)	
	Breakdown	
	Retail, personal services, restaurants, non-first floor office	0 spaces
	Bowling Alley (2.5/lane - 10 lanes)	25 spaces
	On-street parking credits (non-overnight use only - bowling)	-25 spaces
	Hotel (1/bedroom, 75 rooms)	75 spaces
	Employee Housing Units	N/A
	Existing Foote's Rest Home (1/bedroom, 4 bedrooms)	4 spaces
	Existing Cabin 2 (1/bedroom, studio)	1 space
	Existing Cabin 3 (1/bedroom, studio)	1 space
	Visitor Parking (1/5 dwelling units, 6 units)	1 space
	<i>Sub-total</i>	<i>82 spaces</i>
	<i>20% reduction for mixed use</i>	<i>-16 spaces</i>
	Total Required per code	66 spaces
	Total Provided	71 spaces
	Net Parking Above Code	5 spaces



SUMMARY

In conclusion, the proposed second amendment to the development agreement is requesting the following changes:

- The relocation of employee housing to an off-site facility within a 3 block radius of the hotel
- Clarification on the definition of a suite versus a lock-off room
- A maximum number of hotel rooms not to exceed 75

All changes will comply with Town Code. No changes are proposed to the Historic Preservation sections of the Development Agreement or the community benefit amenities.

Overall, the relocation of employee units and amendments to the hotel room and use definitions will provide employees with larger, more comfortable living arrangements and hotel guests with more flexibility. Employees will benefit from becoming a part of the fabric of Frisco, having more adequate parking, storage and a full kitchen, all within walking distance of the hotel. Future hotel guests will benefit from flexibility in hotel room sizes and types.

Attachment 2

Original Purchase, Sale and Development Agreement
Approved March 14, 2017

TOWN OF FRISCO

AND

NATHANIEL KELLY FOOTE

PURCHASE, SALE AND DEVELOPMENT AGREEMENT

Dated as of March 14, 2017

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THIS PURCHASE, SALE AND DEVELOPMENT AGREEMENT, dated as of March 14, 2017, (the "Effective Date") and any amendments hereto made in accordance herewith (as from time to time amended and supplemented in accordance herewith, this "Agreement"), is made by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation (the "Town"), and NATHANIEL KELLY FOOTE, an individual (together with any permitted successors and/or assigns, "Developer").

Recitals

This Agreement is made with respect to the following facts:

A. The Town is a municipal corporation and political subdivision duly organized and existing under the Constitution and laws of the state of Colorado and its home rule charter;

B. The Town owns certain real property that is commonly known as 518 Main Street, Frisco, Colorado and that is legally described in Exhibit A hereto (the "Town Property"), which Exhibit is incorporated herein by reference;

C. The Developer owns certain real property that is adjacent to the Town Property, that is commonly known as 502, 510 and 512 Main Street, Frisco, Colorado and that is legally described in Exhibit B hereto (the "Developer's Property") which Exhibit is incorporated herein by reference;

D. The Developer has a contract to purchase certain other real property that is also adjacent to the Town Property and that is commonly known as 107 South 6th Avenue, Frisco, Colorado and is legally described as Lots 1 and 2, Block 11, Frisco Townsite Subdivision (the "Developer's Contract Property");

E. The Town desires to sell the Town Property to be redeveloped in order to bolster local economic activity;

F. The Developer desires to purchase the Town Property to redevelop in conjunction with the redevelopment of the Developer's Property and the Developer's Contract Property;

G. There are certain historic structures located on the Developer's Property and the Town Property that the Town desires be preserved in perpetuity;

H. The Developer desires to purchase the Town Property and to redevelop the Town Property, the Developer's Property and the Developer's Contract Property as one project and, in connection therewith, to provide assurance to the Town that: (i) the Town Property, the Developer's Property and the Developer's Contract Property will be redeveloped in the near future and will not be held by the Developer for speculative or other purposes, (ii) the redevelopment project will be as described in this Agreement, and (iii) the redevelopment project will preserve the historic structures (as described in Section 2.01) located or to be located on the Developer's Property and the Town Property by way of an historic preservation covenant to be granted by the Developer to the Town pursuant to this Agreement;

I. Collectively, the Town Property, the Developer's Property and the Developer's Contract Property are referred to hereinafter as the "Redevelopment Property;" and

J. The Developer has agreed to design and construct the project on the Redevelopment Property in accordance with this Agreement and with all applicable local, state and federal laws.

Agreement

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 DEFINITIONS.

Section 1.01 Definitions. As used in this Agreement, the following terms will have the following meanings:

"Agreement" has the meaning set forth in the first paragraph of this Agreement. References to Sections and Exhibits are to this Agreement unless otherwise qualified.

"Closing" means the events described in Section 3.06.

"Deed" has the meaning set forth in Section 3.06(a).

"Developer" has the meaning set forth in the first paragraph of this Agreement.

"Developer's Contract Property" has the meaning set forth in Recital "D" above.

"Developer's Property" means the real property legally described in Exhibit B.

"Development Conditions" means: (i) such terms of this Agreement as govern the redevelopment of the Redevelopment Property; and (ii) all finally approved plats, plans and other documents that are required or permitted by the Town Code for the development of the Project or any part of the Project.

"Due Diligence Period" has the meaning set forth in Section 3.03.

"Dwelling Unit" means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

“Employee Housing Unit” means a dwelling unit, of not less than 375 square feet, that is constructed within the boundaries of the Redevelopment Property and that is restricted by way of a real covenant, enforceable by the Town and subject to specific performance by the Developer, that allows use and occupancy of the unit only to an individual, or individual and his or her family members, who is employed and works at the Redevelopment Property.

“Environmental Laws” means all federal, state and local environmental, health and safety statutes, as may from time to time be in effect, including but not limited to federal laws such as the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §§ 9602, et seq., the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601(20)(D), the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act Amendments of 1977, 33 U.S.C. §§ 1251, et seq. (“CWA”), the Clean Air Act of 1966, as amended, 42 U.S.C. §§ 7401, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136, et seq., the Occupational Safety and Health Act, 29 U.S.C. §§ 651, et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., and any and all federal, state and local rules, regulations, authorizations, judgments, decrees, concessions, grants, franchises, agreements and other governmental restrictions and other agreements relating to the environment or to any pollutants, as may from time to time be in effect.

“Notice Address” means the appropriate address for notice set forth below, as amended from time to time:

Town: Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Community Development Director

With a Copy to:

Thad W. Renaud, Esq.
Murray Dahl Kuechenmeister & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215

Developer: Nathaniel Kelly Foote
P.O. Box 307
Frisco, CO 80443
e-mail: foote@nkfoote.com

With a Copy to: Andrea Mahoney, Esq.
The Law Office of M. Kent Olsen
650 S. Cherry Street, Suite 850
Denver, CO 80246-1841

e-mail: AMahoney@mkolsenlaw.com

“Permitted Exceptions” has the meaning set forth in Section 3.04.

“Planning Department” means the Town of Frisco Planning Department.

“Project” has the meaning set forth in Section 2.01.

“Property Information” has the meaning set forth in Section 3.02.

“Redevelopment Property” has the meaning set forth in Recital “I” above.

“Title Commitment” has the meaning set forth in Section 3.04.

“Title Company” has the meaning set forth in Section 3.04.

“Title Policy” means an ALTA Owner's title insurance policy issued by the Title Company, in the amount of Seven Hundred Thousand Dollars (\$700,000), dated as of Closing and reflecting Developer as fee owner of the Town Property, subject only to the Permitted Exceptions and such other easements, rights-of-way and exceptions as may be agreed upon by the parties.

“Town” has the meaning set forth in the first paragraph of this Agreement.

“Town Property” is that property described in Exhibit A.

“Town Code” means the Code of Ordinances of the Town of Frisco.

SECTION 2 DESCRIPTION OF THE DEVELOPMENT.

Section 2.01 Description of the Development. The Project is the redevelopment of the Redevelopment Property in accordance with this Agreement, including the Development Conditions. The exact nature of the Project shall be at the discretion of the Developer, so long as each and every aspect of the Project meets each and every requirement set forth in this Agreement, and has received any and all Town approvals required to construct the Project pursuant to the requirements of the Town Code.

Without limiting the generality of the foregoing, the Project shall include the construction of:

1. a hotel with not more than sixty-five (65) rooms and containing an elevated plaza of not less than one-thousand (1,000) square feet in area, which elevated plaza shall be adjacent to and not more than two (2) floors above the outdoor, at-grade plaza specified below;
2. a restaurant(s) and bar(s);
3. a not less than eight (8) lane bowling alley with a restaurant and bar;

4. an outdoor, at-grade plaza that is adjacent to Main Street and is not less than 2,500 square feet in area; and
5. not less than six (6) Employee Housing Units.

The Project shall also include the preservation, on the Redevelopment Property, of the following historic structures that are currently located within the boundaries of the Redevelopment Property:

1. the Staley House
2. the building containing the Foote's Rest private residence, Sweet Shop and garage;
3. Cabins 1, 2, and 3; and
4. the Blacksmith Shop.

Collectively, the above-listed structures or parts of structures shall be referred to hereinafter as the "Historic Structures." For purposes of reference only, each such structure is depicted in Exhibit C hereto at its approximate location as of the Effective Date of this Agreement. Exhibit C is incorporated herein by reference. Developer agrees that Cabins 1 and 2, and the building containing the Foote's Rest private residence, Sweet Shop and garage shall be preserved in place at their respective locations as of the Effective Date of this Agreement. Developer agrees that the Staley House shall be preserved at a location on the Redevelopment Property that is adjacent to Main Street and in such manner and configuration that causes the Staley House's front façade to face Main Street, with at least a five (5) footback measured from the back of the sidewalk to serve as a "front yard." Developer further agrees that the remaining Historic Structures shall be located predominantly along the western boundary of the Redevelopment Property.

Developer agrees that, as a part of the consideration to the Town for the sale of the Town Property to the Developer, the Developer shall execute and deliver to the Town, at the time of Closing, an historic preservation covenant over the Redevelopment Property for the purpose of preserving the Historic Structures and their historic appearance, in perpetuity, and for the purpose of limiting the uses to which the Staley House may be put. Said covenant shall run in favor of the Town, shall bind all future owners of the Redevelopment Property and shall be substantially in the form attached hereto as Exhibit D, which Exhibit is incorporated herein by reference. Any part of the foregoing notwithstanding, the Developer and the Town understand and agree that the Blacksmith Shop, as a result of its degradation, may be difficult and impractical to relocate and/or preserve and, accordingly, agree that the Blacksmith Shop may be replicated rather than preserved in the Developer's reasonable discretion. Any part of the foregoing notwithstanding, the Developer and the Town further understand and agree that Developer shall endeavor but not be obligated to preserve the Tool Shed (which is depicted in Exhibit C) along with the other Historic Structures and that, if so preserved, the Tool Shed shall be added to the list of Historic Structures that will be subject to the historic preservation covenant, the form of which is attached hereto as Exhibit D.

Developer agrees to develop the Redevelopment Property with reasonable care and diligence and to carry out and complete the Project in accordance with this Agreement and the Development Conditions.

Section 2.02 Permitted and Prohibited Uses of the Staley House.

(a) Developer understands and agrees that the Project shall include a proposed use of the Staley House that will cause the Staley House to be open to the public and appreciated by the public for its historic values. Such uses include but are not limited to a retail sales shop, a coffee shop, a small café or a wine bar. Such uses shall not require alteration of the exterior of the structure nor allow for visual impediments to the exterior of the structure that would detract from the historic integrity or aesthetic of the building. The Developer understands and agrees that the Staley House shall not be used: (1) as a real estate or professional or other office; (2) for the provision of personal or financial services; (3) solely as the entryway or lobby to other uses on the site; (4) for residential purposes; (5) as a repair shop or for any automobile related use; (6) as a drive-through restaurant; or (7) for storage or a sexually oriented business.

SECTION 3 ACQUISITION AND CONVEYANCE OF THE PROPERTY. Developer agrees to buy, and the Town agrees to sell, the Town Property on the terms and conditions set forth in this Agreement.

Section 3.01 Property Inspection and Environmental Assessment.

(a) On and after the Effective Date of this Agreement, the Town shall provide Developer, its employees and agents, with ongoing access to the Town Property to, at Developer's sole cost and expense, inspect it, conduct any due diligence, tests, surveys, or other studies or analysis, or to collect any data, samples, specimens or information as Developer deems necessary, in its sole discretion; provided that, except as set forth below, Developer shall have no right to obtain an environmental assessment of the Property and shall repair any damage resulting from any such activities and shall return the Town Property substantially to its condition prior to such damage. Developer shall not permit claims or liens of any kind against the Town Property for work performed on the Town Property at the Developer's request. Developer agrees to indemnify, protect and hold Town harmless from and against any liability, damage, cost or expense incurred by Town and caused by any such work, claim or lien. This indemnity includes the Town's right to recover all costs and expenses incurred by the Town to defend against any such liability, damage, cost or expense, or to enforce this section, including the Town's reasonable attorney fees, and other legal fees and expenses. The provisions of this paragraph shall survive the termination of this Agreement.

(b) If requested by Developer in writing within ten (10) days after the Effective Date of this Agreement, the Town shall obtain, within seventy (70) days after the Effective Date this Agreement and at Developer's sole expense to be reimbursed to the Town at Closing, a Phase I Environmental Assessment of the Town Property. A Phase II Environmental Assessment of the Town Property shall be obtained by the Town within one-hundred twenty (120) days after the Effective Date of this Agreement, also at Developer's sole expense to be reimbursed to the Town at Closing, if and only if the Phase I Assessment warrants the need, in the reasonable discretion

of the Town, for a Phase II Assessment. Any Environmental Assessment obtained by the Town shall be provided to the Developer; provided, however, that the Developer shall keep said Assessment and its contents strictly confidential, and shall not disclose any of the contents thereof to any of its agents, brokers, consultants, employees, lenders or any other person or entity without the prior written consent of the Town. In the event that any Environmental Assessment reveals information that must be disclosed to a governmental entity, the Town shall be solely responsible for making such disclosures.

Section 3.02 Materials to be Delivered. Within twenty (20) days after the Effective Date of this Agreement, the Town shall deliver to Developer the following materials concerning the Town Property (the "Town Property Information"):

(a) Any, and all, written information in the possession of the Town concerning the Town Property, including but not limited to, public works, planning and building department files;

(b) Any, and all, vendor, contractor, lease or other agreements between the Town and any third party relating to the Town Property; and

(c) The most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by the Town to the Town's actual knowledge, current as of the date of this Agreement.

Section 3.03 Developer's Due Diligence. Developer shall have one hundred thirty (130) days after the Effective Date of this Agreement (the "Due Diligence Period") during which to inspect the Town Property and to review all matters affecting or relating to the Town Property or the Project, including, but not limited to, the location, availability and adequacy of utilities, engineering, soil conditions, tests, surveys, the economic feasibility of the Project, and the financing for acquisition of the Town Property and development of the Project, as well as other studies or analyses (including any environmental assessment(s) provided by the Town), and the Property Information. If, as a result of such inspection and review, Developer finds the Town Property unsatisfactory to it, in its sole and absolute discretion, and delivers written notice to the Town of the exact nature of such unsatisfactory condition(s) within the Due Diligence Period, then, and except as to unsatisfactory condition based upon the Purchase Price, the Town shall make good faith efforts, at no more than four thousand dollars (\$4,000.00) of cost, to cure such unsatisfactory condition(s) within ten (10) days after the receipt of such notice. In the event that the Town is not able to cure such unsatisfactory conditions at such cost within said ten (10) day period, Developer will have the right to terminate this Agreement by notifying the Town in writing of such termination within ten (10) calendar days after such ten (10) day period. In the event of such termination by Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 3.04 Survey and Title Evidence.

(a) The Town shall, within twenty (20) days after the Effective Date of this Agreement, deliver to Developer, at the Town's expense, a Title Commitment issued by Land Title Guarantee Company in Frisco, Colorado ("Title Company"), covering the Town Property,

together with legible copies of all exception documents disclosed by such Commitment. Such Title Commitment shall commit to insure Title to the Town Property in Developer in the amount of Seven Hundred Thousand Dollars (\$700,000) and subject only to (i) this Agreement and the Covenant for Preservation of Historic Structures required by this Agreement; (ii) all matters of record disclosed in the Title Commitment; and (iii) any lease agreement over the Town Property (collectively, the "Permitted Exceptions"). On or before the date of the Closing, the Town shall cause such Commitment to be endorsed so as to change the effective date to a date no more than one week prior to the Closing. Town shall pay the title insurance premium at the Closing and the Town shall have the Title Policy delivered to Developer as soon as practicable after the Closing. If required by the Title Company in order to insure the property in the amount set forth in this subsection (a), Developer will obtain and pay for an appraisal of the Property and provide copies of it to the Town and the Title Company. If required by the Title Company to delete the standard preprinted exceptions set for the in the Title Commitment, and if the Developer desires that such preprinted exceptions be deleted, the Developer will obtain and pay for an ALTA survey of the Town Property and provide copies of the same to the Town and the Title Company at such time prior to the Closing as may be required by the Title Company.

(b) Written notice of unmerchantability of title to the Town Property or of any other unsatisfactory title condition shown by the Title Commitment shall be given by or on behalf of Developer on or before the end of the Due Diligence Period. If the Town does not receive Developer's notice on or before the end of the Due Diligence Period, Developer accepts the condition of title as disclosed by the Title Commitment as satisfactory. If the Town timely receives notice of unmerchantability of title or any other unsatisfactory title condition(s), the Town shall use reasonable efforts, at no more than four thousand dollars (\$4,000.00) of cost, to correct such title condition(s). If such condition(s) are not corrected fifteen (15) days after receipt of the Developer's notice, Developer will have the right to terminate this Agreement by notice to the Town given within five (5) business days after such fifteen (15) day period. In the event of such termination by Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 3.05 **SPECIAL DISTRICT DISCLOSURE STATEMENT.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASERS SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES. PURCHASERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE TOWN PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND

BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Section 3.06 Closing. Closing of the acquisition by Developer from the Town of the Town Property will take place at the Title Company ten (10) business days after: (i) Developer receives final approval from the Town of the development plan for the Project; and (ii) the Town receives an application for a building permit for the Project that meets the requirements of Section 4.04 below. At Closing, the following will occur, each being a condition precedent to the others and all being considered as occurring simultaneously:

(a) The Town shall execute, have acknowledged and deliver to Developer: (i) a Special Warranty Deed (the "Deed") conveying title to the Property to Developer, free and clear of all taxes and subject only to such liens, encumbrances and other matters as may make up the Permitted Exceptions; (ii) a certification that all representations and warranties made by the Town in this Agreement are true, accurate and complete at the time of the Closing; (iii) an affidavit certifying that the Town is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code of 1986, as amended, and the corresponding income tax regulations; and (iv) such affidavits and agreements to or with Title Company as Title Company shall require to issue to Developer a policy of owner's title insurance.

(b) Developer will deliver to the Town, in funds that comply with all applicable Colorado laws, but including only electronic transfer funds, certified check, savings and loan teller's check or a cashier's check ("Good Funds"), the sum of Seven Hundred Thousand Dollars (\$700,000.00) (the "Purchase Price"), along with a certification that all representations and warranties made by Developer in this Agreement are true, accurate and complete at the time of the Closing.

(c) The Developer shall execute, have acknowledged and deliver to Town a historic preservation covenant in substantially the form attached hereto as Exhibit D.

(c) The Town and the Developer will each pay one-half (50%) of the Title Company's closing costs and will execute settlement sheets, closing instructions, and such other agreements and documents (with customary prorations in accordance with local practice for commercial property transactions) as may be required to implement and to carry out the intent of this Agreement.

(d) The Developer will pay the Town for the costs of any Phase I and Phase II Environmental Assessment of the Town Property that was obtained by the Town pursuant to this Agreement.

(e) The Title Company will issue the Title Policy to Developer, or unconditionally commit to so issue the Title Policy promptly following Closing.

Section 3.07 Risk of Loss. If, prior to the Closing, the Town Property or any part thereof is damaged or destroyed by fire, earthquake, flood or other casualty, to a degree that Developer determines its use is adversely affected, Developer may at its option terminate this Agreement by written notice to the Town prior to the Closing. In the event of such termination by Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below. In the event that the Developer fails to terminate this Agreement as a result of such casualty, the Developer agrees that it is purchasing the Property in its then "as is" condition as a result of such casualty.

Section 3.08 "As Is" Nature of Transaction. The Town has not made, does not make and specifically negates and disclaims any representations, warranties, covenants or guarantees of any kind, whether express or implied: (a) concerning or with respect to the presence of hazardous substances on the Town Property or compliance of the Town Property with any and all applicable Environmental Laws; and (b) the value, nature, quality or condition of the water, soil and geology of the Town Property. The Developer acknowledges and agrees that to the maximum extent permitted by law, the sale of the Town Property, as provided for herein, is made on an "as is," "where is" and "with all faults" condition and basis with respect to the existence of hazardous substances and the condition of the water, soil and geology of the Town Property. The Developer and anyone claiming by, through or under the Developer hereby fully and irrevocably releases the Town and its successors from any and all claims that it may now have or hereafter acquire against the Town, its officials, officers, employees, representatives and agents for any cost, loss, liability, damage, expense, claim, demand, action or cause of action arising from or related to any such defects and conditions, including, without limitation, compliance with Environmental Laws, affecting the Town Property or any portion thereof.

Section 3.09 Developer's Feasibility Study. Developer shall have ninety (90) days after the date of the final approval of the Project by the Town within which to study the financial feasibility of the Project, including but not limited to the availability of construction or other financing for the Project. If as a result of such study or studies the Developer shall determine, in its sole and absolute discretion, that the Project is not financially feasible, then the Developer may provide written notice of termination to the Town within said ninety (90) days. In the event of such termination, the Developer and the Town shall proceed in accordance with the provisions of Section 5 below. For purposes of this Section, the date of final approval of the Project shall be the date upon which the Town has given each approval necessary for the Developer to make application to the Town for the issuance of a building permit for all or part of the Project.

SECTION 4 DEVELOPMENT APPROVALS.

Section 4.01 Development Approval. The Town understands and agrees that the Developer may choose to make application to the Town for the rezoning of the Developer's Property to be within the Town's Historic Overlay (HO) District. Developer shall make all necessary applications required for the construction associated with the Project through the Town as required by the Town's ordinances and regulations; including, but not limited to the following:

- (i) Sketch plan procedures found in Chapter 180 of the Town Code; and

- (ii) Development plan procedures found in Chapter 180 of the Town Code;

Section 4.02 Sketch Plan. On or before the 130th day after the Effective Date of this Agreement, the Developer shall have made application to the Town for a sketch plan approval for the Project on the Redevelopment Property. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 4.03 Development Application. On or before the 180th day after the Effective Date of this Agreement, the Developer shall have made application to the Town for development plan approval for the Project on the Redevelopment Property. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 4.04 Building Permit Application. On or before the 360th day after the Effective Date of this Agreement, the Developer shall have made application to the Town, including the payment of building permit fees therefor, for a building permit authorizing the construction of a substantial portion of the improvements to be constructed on the Redevelopment Property pursuant to the approved development plan for the Property. For purposes of this section, a “substantial portion of the improvements” mean improvements of a value that is not less than one-half (50%) of the total value of all improvements that may be constructed on the Property pursuant to the approved development plan, with such values being determined by the Town’s Building Official through the normal and customary valuation methodology generally applied by such official in connection with building permit applications. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 4.05 Development Approvals Generally. The Town agrees reasonably to cooperate with Developer with respect to application(s) for any permits or approvals required or permitted by the laws of the Town, and any permits or approvals required from any other governmental agency, for purposes of developing the Project on the Redevelopment Property; provided, however, that all applications for such permits and approvals are in compliance with this Agreement and applicable ordinances and/or regulations. Nothing contained in this Agreement shall be construed to obligate the Town to issue any permit or approval necessary or desirable in connection with the Project, and the Town may issue any such permit or approval in its sole discretion, with or without conditions, and in accordance with applicable laws of the Town and state. The Developer understands and agrees that the Town’s consideration and decision with respect to any application the Developer may file in order to obtain approval of the Project will be a quasi-judicial decision, which decisions are often to be made only after public hearing. Accordingly, in the event that the Project has not received full development approval consistent with this Agreement as it relates to the development plan (whether due to political

opposition, initiative, referendum, litigation, the Town's lack of support or any other cause) after three (3) good faith efforts to obtain such approval, then the Developer shall have the right to terminate this Agreement by written notice to the Town. In the event of such termination by the Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

SECTION 5 CERTAIN TERMINATIONS

This Section 5 shall apply only to those circumstances where a given paragraph of this Agreement provides a right to terminate this Agreement and further provides that, in the event of such termination, "...the Town and the Developer shall proceed in accordance with the provisions of Section 5 below." In such circumstances, this Agreement shall terminate and neither the Town nor the Developer shall have any further obligation to the other party whatsoever, and neither party shall have any claim for damages against the other based upon such termination.

SECTION 6 REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties by Developer Developer represents and warrants that:

(a) He is the sole owner of the fee simple interest in the Developer's Property and has complete and sole authority to execute and deliver this Agreement to the Town or, in the event that this Agreement is properly assigned to a corporate entity, that the entity is duly organized and validly existing under the laws of the State of Colorado, that it is not in violation of any provisions of its governing documents or the laws of the State of Colorado, that it has the power and legal right to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action;

(b) The consummation of the transactions contemplated by this Agreement will not violate any provisions of the governing documents of Developer or constitute a default or result in the breach of any term or provision of any contract or agreement to which Developer is a party or by which it is bound;

(c) Developer will cooperate with the Town with respect to any litigation brought by a third party concerning the Project or this Agreement, except where by the nature of the litigation the Town and Developer are adverse;

(d) There is no litigation, proceeding or investigation contesting the power or authority of the Developer or its officers with respect to the Project or this Agreement, and Developer is unaware of any such litigation, proceeding or investigation that has been threatened; and

(e) Developer, as of the date of this Agreement has funds available which, together with reasonably anticipated financing available to the Developer, should be sufficient and available in an amount not less than the amount stated in Section 3.06(b) above.

Section 6.02 Representations and Warranties by the Town. The Town represents and warrants that:

(a) The Town is a home rule municipal corporation and political subdivision validly existing under the laws of the State of Colorado;

(b) The Town has the power to enter into and has taken all actions required to authorize this Agreement and to carry out its obligations hereunder;

(c) There is no litigation, proceeding or investigation contesting the power or authority of the Town or its officials to enter into or consummate the transactions contemplated by this Agreement, and the Town is unaware of any such litigation, proceeding or investigation that has been threatened;

(d) The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule or regulation applicable to the Town or to the Town's governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the Town is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the Town; and

(e) Town will cooperate with the Developer with respect to any litigation brought by a third party concerning the Project or this Agreement, except where by the nature of the litigation the Town and Developer are adverse.

SECTION 7 RESTRICTIONS ON ASSIGNMENT AND TRANSFER

Section 7.01 Limitation on Assignment. Except for an assignment to an entity that is controlled by Nathaniel Kelly Foote and that owns or has an ownership interest in the Developer's Property, Nathaniel Kelly Foote will not assign his rights or delegate his duties and obligations pursuant to this Agreement without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion. Any purported assignment without consent of the Town will be null and void. As a condition to granting consent, an assignee will expressly assume in writing the obligations of Developer hereunder and upon any such full assumption of obligations, Nathaniel Kelly Foote shall be released from any and all obligations hereunder only if he no longer has a personal ownership interest in Developer's Property. For purposes of this Section 7.01, and assuming an assignment to an entity that is controlled by Nathaniel Kelly Foote and that owns or has an ownership interest in the Developer's Property, any sale, transfer, assignment, pledge or hypothecation of an interest in that entity that results in a change in control of that entity, or in which that entity retains less than a 51% ownership interest in the Developer's Property, will constitute an assignment of this Agreement.

SECTION 8 MISCELLANEOUS.

Section 8.01 Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when: (i) given by hand delivery, overnight delivery, mailed by certified or registered mail, postage prepaid, addressed to the appropriate Notice Address or at such other address or addresses as any party hereto designates in writing to the other party hereto; and (ii) copied to the e-mail address set forth under the definition of "Notice Address" above, if an e-mail address is so set forth. A notice certificate or other communication given hereunder shall be effective as of the date of delivery if given by hand or overnight delivery, and seven days following the date on which it was deposited in the U.S. Mail if given by certified or registered mail.

Section 8.02 Waiver. No failure by either party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement, will constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Either party by giving notice to the other party may, but will not be required to, waive any of its rights or any conditions to any of its obligations hereunder. No waiver will affect or alter the remainder of this Agreement, but each and every covenant, agreement, term and condition of this Agreement will continue in full force and effect with respect to any other then existing or subsequent breach.

Section 8.03 Attorneys' Fees. In any proceeding brought to enforce the provisions of this Agreement, the court shall award the party that substantially prevails on a contested material issue its reasonable attorneys' fees, actual court costs and other expenses incurred in connection with said material issue.

Section 8.04 Conflicts of Interest. The Town will not knowingly allow, and except as disclosed in writing to the Town, Developer will not knowingly permit, any of the following persons to have any interest, direct or indirect, in this Agreement: a member of the governing body of the Town; an employee of the Town who exercises responsibility concerning the Project, or an individual or firm retained by the Town who has performed consulting or other professional services in connection with the Project. The Town will not allow and Developer will not knowingly permit any of the above persons or entities to participate in any decision relating to this Agreement that affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 8.05 Titles of Sections. Any titles of the several parts and Sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions.

Section 8.06 Town Not a Partner; Developer Not Town's Agent. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the Town will not be deemed or constituted a partner of or in a joint venture with Developer, Developer will not be the agent of the Town, and the Town will not be responsible for any debt or liability of Developer.

Section 8.07 Applicable Law; Binding Effect. The laws of the State of Colorado will govern the interpretation and enforcement of this Agreement. This Agreement will be binding on and inure to the benefit of the parties hereto, and their successors and assigns, subject to the limitations on assignment of this Agreement by Developer set forth in Section 7.01.

Section 8.08 Survival. Except for Section 3, all provisions of this Agreement shall be deemed to be continuing and shall survive the Closing. Unless otherwise expressly set forth in this Agreement, none of the provisions of this Agreement shall survive the termination of this Agreement.

Section 8.09 Further Assurances. The parties hereto agree to execute such documents, and take such action, as may be reasonably requested by the other party hereto to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.

Section 8.10 Time of Essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 8.11 Counterparts. This Agreement may be executed in several counterparts, each of which together will be an original and all of which will constitute but one and the same instrument.

Section 8.12 Non-Liability of Town Officials and Employees. No council member, commissioner, board member, official, employee, agent or consultant of the Town will be personally liable to Developer in the event of breach or Event of Default by the Town or for any amount that may become due to Developer under the terms of this Agreement.

Section 8.13 Incorporation of Exhibits. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement.

Section 8.14 Jointly Drafted; Rules of Construction. The parties hereto agree that this Agreement was jointly drafted, and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 8.15 No Third-Party Beneficiaries. No third-party beneficiary rights are created in favor of any person not a party to this Agreement it being the intent of the parties hereto that they be and remain the sole beneficiaries of this Agreement.

Section 8.16 Default.

(a) In the event of Developer's default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Town, at its option and notwithstanding any other term or provision of this Agreement, may terminate this Agreement by written notice to Developer. In the event of a termination pursuant to this paragraph, the Developer and the Town shall have no further liability or obligation to each other in connection with this

Agreement, except as to such terms and conditions which expressly survive the termination of this Agreement.

(b) In the event of the Town's default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Developer, at its option and notwithstanding any other term or provision of this Agreement, may terminate this Agreement and, thereafter, shall be entitled to pursue its remedies at law or in equity; provided, however, that Developer waives any right to file and maintain an action against the Town for specific performance of this Agreement.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officials; and Developer has caused these presents to be executed by its duly authorized officer, as of the date first above written.



(SEAL)


TOWN OF FRISCO

Attest:


Deborah Wohlmut, CMC, Town Clerk


Gary Wilkinson, Mayor

NATHANIEL KELLY FOOTE



STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

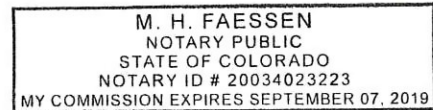
The foregoing instrument was acknowledged before me as of the _____ day of _____, 2017, by Gary Wilkinson, as Mayor, and Deborah Wohlmuth, as Town Clerk, of the Town of Frisco, a Colorado home rule municipal corporation.

WITNESS my hand and official seal.



Notary Public

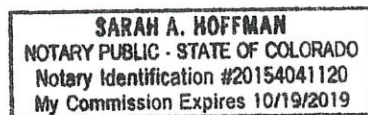
My Commission Expires: 9-7-2019

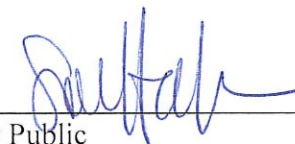


STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me as of the 29 day of MARCH, 2017, by Nathaniel Kelly Foote

WITNESS my hand and official seal.





Notary Public

My Commission Expires: 10/19/19

Exhibit A

LEGAL DESCRIPTION OF TOWN PROPERTY

LOTS 3 AND 4, BLOCK 11, FRISCO TOWNSITE SUBDIVISION, ALSO KNOWN AS 518
MAIN STREET, FRISCO, COLORADO

Exhibit B

LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

LOTS 5 THROUGH 12, INCLUSIVE, BLOCK 11, FRISCO TOWNSITE SUBDIVISION,
ALSO KNOWN AS 502, 510 and 512 MAIN STREET, FRISCO, COLORADO

SITE PLAN OF CURRENT LOCATION OF HISTORIC STRUCTURES

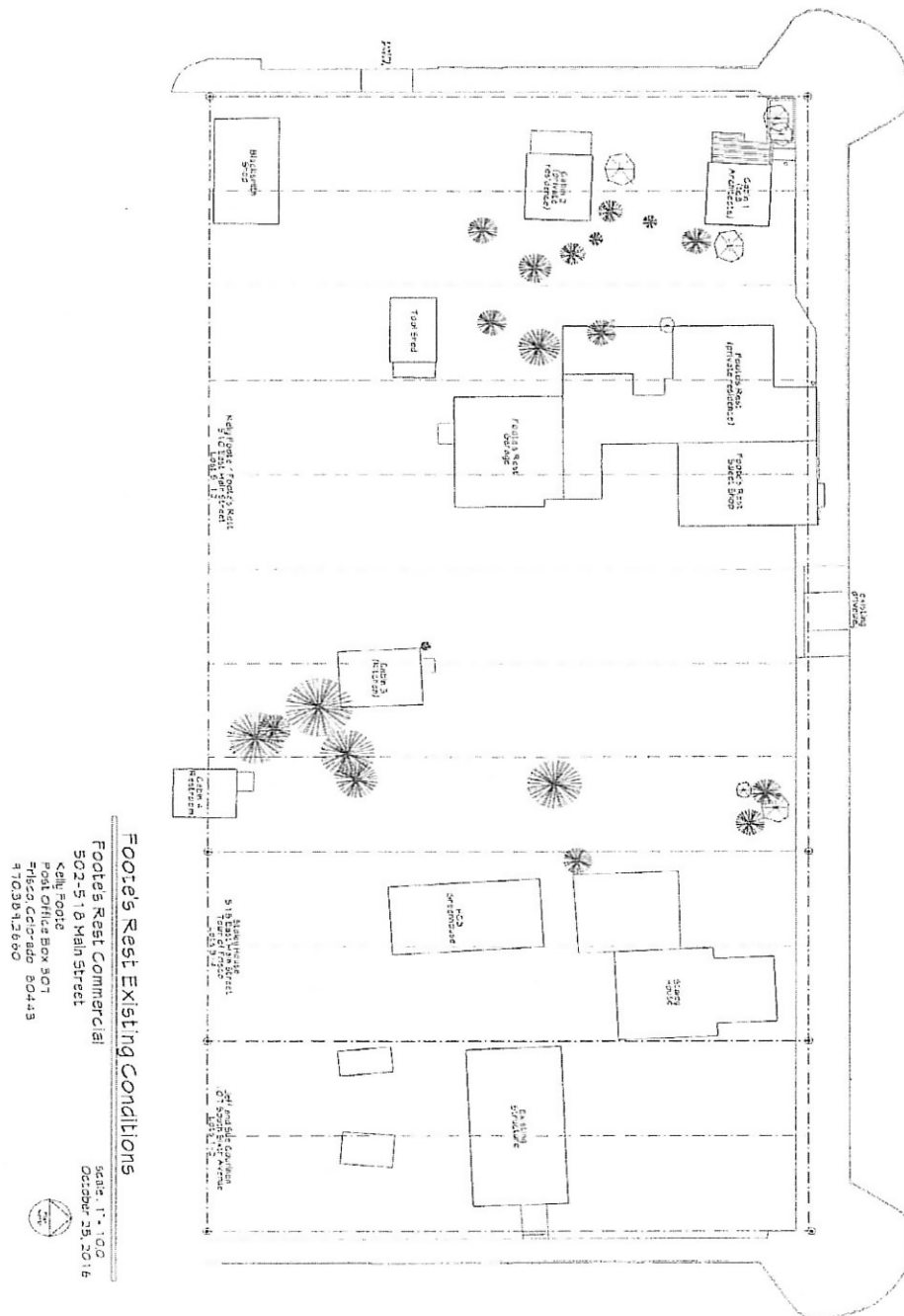


EXHIBIT D

COVENANT FOR THE PRESERVATION OF HISTORIC STRUCTURES

THIS COVENANT FOR THE PRESERVATION OF HISTORIC STRUCTURES (the "Covenant") is made and entered into this ____ day of _____, 201_, by _____ (hereinafter referred to as "Declarant"), and The Town of Frisco, Colorado (the "Town"). This Covenant shall run with the land described herein and be binding upon the successors and assigns of the parties hereto, subject to the terms and conditions set forth herein.

RECITALS

A. Pursuant to that certain Purchase, Sale and Development Agreement between the Declarant and the Town, dated on or about _____, 2017, the Town has sold certain real property to the Declarant in exchange, among other consideration, for the Declarant's execution and delivery to the Town of this Covenant;

B. Declarant owns the real property described in **Exhibit A** appended hereto and incorporated herein by this reference (the "Property"); and

C. There are certain historic structures (hereinafter, collectively, the "Historic Structures," and individually, a "Historic Structure") located on the Property, consisting of the Staley House, the building containing the Foote's Rest private residence, Sweet Shop and garage; Cabins 1, 2, and 3; and the Blacksmith Shop; each as sited, depicted and described in the Historic Preservation Site Plan attached hereto as **Exhibit B**.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Declarant, Declarant hereby represents, covenants and agrees as follows:

1. Historic Structure Maintenance Obligation and Staley House Use Limitation. Declarant agrees to maintain, repair, and preserve the Historic Structures located on the Property in a manner that complies with the attached U.S. Secretary of the Interior's Standards for Rehabilitation that are codified at 36 C.F.R. § 68.3(b), and the terms of which are defined at 36 CFR § 68.2 (the "Standards"), so as to preserve the architectural, historical, cultural, and structural integrity of their features, materials, appearance, and workmanship. A copy of the Standards as they exist on the date of recordation of this covenant is attached hereto as **Exhibit C**. Declarant shall maintain, repair and preserve the Historic Structures on the Property at all times and at the locations shown on **Exhibit B**, and shall keep the structures in a state of repair that is at least as good as that which exists as of the date of this Covenant, and shall not allow their appearance to deteriorate in any material way. Without limiting the generality of the foregoing, Declarant agrees that the Staley House shall be maintained, repaired, restored and preserved in a manner that comports with the best practices for historic preservation as they exist and evolve from time to time. Declarant further agrees that the Staley House shall be put to a use or uses that cause it to be open to the public and appreciated by the public for its historic values.

Such uses include but are not limited to a retail sales shop, a coffee shop, a small café or a wine bar. Such uses shall not require alteration of the exterior of the structure nor allow for visual impediments to the exterior of the structure that would detract from the historic integrity or aesthetic of the building. The Declarant agrees that the Staley House shall not be used: (1) as a real estate or professional or other office; (2) for the provision of personal or financial services; (3) solely as the entryway or lobby to other uses on the site; (4) for residential or lodging purposes; (5) as a repair shop or for any automobile related use; (6) as a drive-through restaurant; or (7) for storage or a sexually oriented business.

2. Exclusion and Enforcement. Declarant understands and agrees that the Town has no obligation whatsoever to restore, maintain, repair, or administer the Property or Historic Structures covered by this Covenant. However, the Town shall be entitled to enforce this Covenant in accordance with its terms, and/or by way of any legal proceeding and remedy available at law or in equity, including but not limited to an order for specific performance of the Declarant's obligations under this Covenant.

3. Inspection, Compliance and Town's Self-Help and Lien Rights.

(a) Declarant agrees that the Town shall have the right to enter the Property at reasonable times to inspect the Historic Buildings to assure compliance with this covenant. Such inspection may occur after the provision of a written notice of inspection to the Declarant, or upon the posting of a written notice of inspection on or about the Historic Building(s) to be inspected not less than forty-eight (48) hours prior to the time of inspection. Declarant shall cooperate with the Town and take all actions as may be reasonably requested by the Town in order that the Town may ascertain whether the terms of this Covenant have been and are being complied with. Declarant shall insure that any lease over any part of the Historic Structures shall provide for the Town's right of entry and inspection that is set forth herein.

(b) In the event that the Town determines, in its reasonable discretion, that there has been a failure or failures to comply with any requirement of this Covenant, the Town may provide written notice to Declarant that specifies the nature of the failure(s), the corrective action(s) required to remedy the failure(s), and a reasonable period of time within which the failure(s) shall be remedied by and at the expense of the Declarant, which period shall not be less than thirty (30) days unless the nature of the failure(s) is such that poses an immediate threat to the architectural, historical, or structural integrity of the features, materials, appearance, or workmanship of an Historic Structure.

(c) In the event that the Declarant shall fail to perform or complete the corrective action(s) that are specified in a written notice issued pursuant to subparagraph 3(b) above within the time period specified in the notice, the Town shall have the right to enter the Property and perform such corrective action(s) as were specified in the notice. Any such action(s) by the Town shall be at the Declarant's expense, and the Declarant shall reimburse the Town for such expenses within twenty (20) days after written notice thereof to the Declarant.

(d) In the event that the Declarant shall fail to reimburse the Town within twenty (20) days after written notice issued pursuant to subparagraph 3(c) above, the Town shall have the right to file a lien against the Property to secure payment of the expenses incurred in connection with the corrective action(s), plus interest at the rate of eighteen percent (18%) per annum or such lesser percentage as may be established as the maximum legal interest rate for such purposes, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees. The lien may be foreclosed in the manner for foreclosures of deeds of trust in the State of Colorado, and the Declarant shall be required to pay the costs and expenses of such proceedings, including but not limited to reasonable attorneys' fees.

4. Alterations. Declarant agrees that no alterations shall be made to the exterior of the Historic Buildings unless such alterations comply with the Standards and have been approved by the Town in accordance with applicable law, including but not limited to any applicable law concerning the alteration of structures within the Town's Historic Overlay Zone District.

5. Reserved Rights of Declarant. Declarant shall have all rights to utilize the Historic Structures and the Property not specifically limited or restricted by this Covenant.

6. Binding on Successors to Declarant; Enforcement; Attorneys' Fees. This Covenant shall be a binding servitude, and shall run with the land and be binding upon Declarant, and its successors, transferees, and assigns in and to the Property, in perpetuity. It is explicitly agreed by the parties hereto that this Covenant shall be enforceable in the courts of the State of Colorado and that in the event an action to enforce this Covenant is brought, the party that substantially prevails in any such enforcement action shall be entitled to recover from the non-prevailing party the full cost of such action, including but not limited to reasonable attorneys' fees and costs.

7. Exercise of Rights and Remedies. Any failure of the Town to exercise or enforce any right or remedy granted under this Covenant shall not have the effect of waiving or limiting the exercise or enforcement by the Town of any other right or remedy, or the exercise or enforcement of such right or remedy at any other time.

8. Notices. Any notice, consent or approval which is required or allowed to be given hereunder shall be given by a party either personally or by mailing the same, by registered mail, properly addressed and with postage prepaid, to the address of the other party, or to any subsequent mailing address of the other party as long as prior written notice of the change of address has been given by the other party to this Covenant. Unless given personally, all such notices, consents or approvals shall be effective seven days following the date the notice was deposited in the U.S. Mail. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Declarant:

To Town of Frisco: Town of Frisco
 Attn: Town Manager
 P.O. Box 4100
 Frisco, CO 80443

9. Severability. Each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

10. Choice of Law. This Covenant and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.

11. Recordation and Modifications. This covenant shall be recorded with the Clerk and Recorder of Summit County, Colorado. The parties to this Covenant agree that any modifications of this Covenant shall be effective only when made by a writing signed by both parties and recorded with the Clerk and Recorder of Summit County, Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above-written.

Declarant: _____

Name: _____

Title: _____

[illegible]

The foregoing Covenant for the Preservation of Historic Structures was acknowledged and signed before me this _____ day of _____, 2017 by _____, as of _____.

TOWN OF FRISCO, COLORADO

By: _____

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

EXHIBIT A

[Insert here the legal description of all of the real property consisting of the Town Property, the Developer's Property, and the Developer's Contract Property – each as defined in the Purchase, Sale and Development Agreement.]

EXHIBIT B

[Insert Historic Preservation Site Plan showing a plan view and providing a depiction and description of each of the historic buildings.]

EXHIBIT C

U.S. Secretary of the Interior's Standards for Rehabilitation

National Park Service, Interior

§ 68.3

(c) Fees are nonrefundable.
[76 FR 30541, May 26, 2011]

PART 68—THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

Sec.

68.1 Intent.

68.2 Definitions.

68.3 Standards.

AUTHORITY: The National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*); sec. 2124 of the Tax Reform Act of 1976, 90 Stat. 1918, E.O. 11593, 3 CFR part 75 (1971); sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

SOURCE: 60 FR 35843, July 12, 1995, unless otherwise noted.

§ 68.1 Intent.

The intent of this part is to set forth standards for the treatment of historic properties containing standards for preservation, rehabilitation, restoration and reconstruction. These standards apply to all proposed grant-in-aid development projects assisted through the National Historic Preservation Fund. 36 CFR part 67 focuses on "certified historic structures" as defined by the IRS Code of 1986. Those regulations are used in the Preservation Tax Incentives Program. 36 CFR part 67 should continue to be used when property owners are seeking certification for Federal tax benefits.

§ 68.2 Definitions.

The standards for the treatment of historic properties will be used by the National Park Service and State historic preservation officers and their staff members in planning, undertaking and supervising grant-assisted projects for preservation, rehabilitation, restoration and reconstruction. For the purposes of this part:

(a) *Preservation* means the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property. Work including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than exten-

sive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code required work to make properties functional is appropriate within a preservation project.

(b) *Rehabilitation* means the act or process of making possible an efficient compatible use for a property through repair, alterations and additions while preserving those portions or features that convey its historical, cultural or architectural values.

(c) *Restoration* means the act or process of accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code required work to make properties functional is appropriate within a restoration project.

(d) *Reconstruction* means the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

§ 68.3 Standards.

One set of standards—preservation, rehabilitation, restoration or reconstruction—will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, the extent of documentation available and interpretive goals, when applicable. The standards will be applied taking into consideration the economic and technical feasibility of each project.

(a) *Preservation.* (1) A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.

(2) The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(b) *Rehabilitation.* (1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

(2) The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(9) New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

(10) New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(c) *Restoration.* (1) A property will be used as it was historically or be given a new use that interprets the property and its restoration period.

(2) Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period

will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.

(6) Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.

(7) Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.

(8) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(9) Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(10) Designs that were never executed historically will not be constructed.

(d) *Reconstruction.* (1) Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture and such reconstruction is essential to the public understanding of the property.

(2) Reconstruction of a landscape, building, structure or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.

(3) Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.

(4) Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.

(5) A reconstruction will be clearly identified as a contemporary re-creation.

(6) Designs that were never executed historically will not be constructed.

PART 71—RECREATION FEES

Sec

- 71.1 Application.
- 71.2 Types of Federal recreation fees.
- 71.3 Designation.
- 71.4 Posting.
- 71.5 Golden Eagle Passport.
- 71.6 Golden Age Passport.
- 71.7 Entrance fees for single-visit permits.
- 71.8 Validation and display of entrance permits.
- 71.9 Establishment of recreation use fees.
- 71.10 Special recreation permits and special recreation permit fees.
- 71.11 Collection of Federal recreation fees.
- 71.12 Enforcement.
- 71.13 Exceptions, exclusions, and exemptions.
- 71.14 Public notification.
- 71.15 The Golden Eagle Insignia.

AUTHORITY: Sec. 4, Land and Water Conservation Fund Act of 1965 (16 U.S.C.A. 4601-6a (Supp., 1974)), as amended by Pub. L. 93-303, and sec. 3, Act of July 11, 1972, 86 Stat. 461, sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

SOURCE: 39 FR 33217, Sept. 16, 1974, unless otherwise noted. Redesignated at 44 FR 7143, Feb. 6, 1979, and 46 FR 34329, July 1, 1981, correctly redesignated at 46 FR 43045, Aug. 26, 1981.

§ 71.1 Application.

This part is promulgated pursuant to section 4, Land and Water Conservation Fund Act of 1965, 16 U.S.C.A. 4601-6a (Supp., 1974), and section 3, Act of July 11, 1972, 86 Stat. 461. Any Federal recreation fee charged by any bureau of

Attachment 3

First Amended Purchase, Sale and Development
Agreement
Amendment Approved January 23, 2017

TOWN OF FRISCO

AND

NATHANIEL KELLY FOOTE

FIRST AMENDMENT

TO

PURCHASE, SALE AND DEVELOPMENT AGREEMENT

Dated as of January 23, 2018

THIS FIRST AMENDMENT TO PURCHASE, SALE AND DEVELOPMENT AGREEMENT (this "First Amendment"), dated as of January 23, 2018, is made by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation (the "Town"), and NATHANIEL KELLY FOOTE, an individual (together with any permitted successors and/or assigns, "Developer").

Recitals

This First Amendment is made with respect to the following facts:

A. The Town and the Developer entered into that certain Purchase, Sale and Development Agreement dated as of March 14, 2017 (the "Agreement"); and

B. Pursuant to the Agreement, the Developer has agreed to design and construct the project on the Redevelopment Property (as defined in the Agreement) in accordance with the Agreement and with all applicable local, state and federal laws; and

C. The Town and the Developer desire to amend the Agreement to make certain adjustments to the requirements of the Agreement related to (i) the location of various historic structures to be preserved on the Redevelopment Property, and (ii) the date by which the Developer must submit a building permit application for the project.

Agreement

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Agreement is hereby amended as follows:

Section 1. Section 2.01 of the Agreement is amended to read as follows:

Section 2.01 Description of the Development. The Project is the redevelopment of the Redevelopment Property in accordance with this Agreement, including the Development Conditions. The exact nature of the Project shall be at the discretion of the Developer, so long as each and every aspect of the Project meets each and every requirement set forth in this Agreement, and has received any and all Town approvals required to construct the Project pursuant to the requirements of the Town Code.

Without limiting the generality of the foregoing, the Project shall include the construction of:

1. a hotel with not more than sixty-five (65) rooms/suites and containing an elevated plaza of not less than one-thousand (1,000) square feet in

area, which elevated plaza shall be adjacent to and not more than two (2) floors above the outdoor, at-grade plaza specified below;

2. a restaurant(s) and bar(s);
3. a not less than eight (8) lane bowling alley with a restaurant and bar;
4. an outdoor, at-grade plaza that is adjacent to Main Street and is not less than 2,500 square feet in area; and
5. not less than six (6) Employee Housing Units.

The Project shall also include the preservation, on the Redevelopment Property, of the following historic structures that are currently located within the boundaries of the Redevelopment Property:

1. the Staley House
2. the building containing the Foote's Rest private residence and Sweet Shop (but not the associated garage);
3. Cabins 1, 2, and 3; and
4. the Blacksmith Shop.

Collectively, the above-listed structures or parts of structures shall be referred to hereinafter as the "Historic Structures." For purposes of reference only, each such structure is depicted in Exhibit C hereto at its approximate location as of the Effective Date of this Agreement. Exhibit C is incorporated herein by reference. Developer agrees that the building containing the Foote's Rest private residence and Sweet Shop shall be preserved in place at its location as of the Effective Date of this Agreement. Developer agrees that Cabins 1 and 2 shall be preserved at a location that is either adjacent to the western boundary of the Redevelopment Property, or near their respective locations as of the Effective Date of this Agreement. Developer agrees that the Staley House shall be preserved at a location on the Redevelopment Property that is adjacent to Main Street and in such manner and configuration that causes the Staley House's front façade to face Main Street, with at least a five (5) foot setback measured from the back of the sidewalk to serve as a "front yard." Developer further agrees that the remaining Historic Structures shall be located predominantly along the western boundary of the Redevelopment Property.

Developer agrees that, as a part of the consideration to the Town for the sale of the Town Property to the Developer, the Developer shall execute and deliver to the Town, at the time of Closing, an historic preservation covenant over the Redevelopment Property for the purpose of preserving the Historic Structures and their historic appearance, in perpetuity, and for the purpose of limiting the uses to which the Staley House may be put. Said covenant shall run in favor of the Town, shall bind all future owners of the Redevelopment Property and shall be substantially in the form attached hereto as Exhibit D, which Exhibit is incorporated herein by reference. Any part of the foregoing notwithstanding, the Developer and the Town understand and agree that the Blacksmith Shop, as a result of its degradation, may be difficult and impractical to relocate and/or preserve and, accordingly, agree that the Blacksmith Shop may be replicated rather than preserved in the Developer's reasonable discretion. Any part of the foregoing notwithstanding, the Developer and the Town further understand and agree that

Developer shall endeavor but not be obligated to preserve the Tool Shed (which is depicted in Exhibit C) along with the other Historic Structures and that, if so preserved, the Tool Shed shall be added to the list of Historic Structures that will be subject to the historic preservation covenant, the form of which is attached hereto as Exhibit D.

Developer agrees to develop the Redevelopment Property with reasonable care and diligence and to carry out and complete the Project in accordance with this Agreement and the Development Conditions.

Section 2. Section 4.04 of the Agreement is amended to read as follows:

Section 4.04 Building Permit Application. On or before June 15, 2018, the Developer shall have made application to the Town, including the payment of building permit fees therefor, for a building permit authorizing the construction of a substantial portion of the improvements to be constructed on the Redevelopment Property pursuant to the approved development plan for the Property. For purposes of this section, a "substantial portion of the improvements" mean improvements of a value that is not less than one-half (50%) of the total value of all improvements that may be constructed on the Property pursuant to the approved development plan, with such values being determined by the Town's Building Official through the normal and customary valuation methodology generally applied by such official in connection with building permit applications. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 3. All capitalized terms used in this First Amendment shall have the same meaning as provided in the Agreement.


Section 4. Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officials; and Developer has caused these presents to be executed by its duly authorized officer, as of the date first above written.

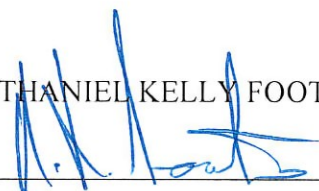
TOWN OF FRISCO

(SEAL)

Attest:


Deborah Wohlmuth, CMC, Town Clerk



Gary Wilkinson, Mayor

NATHANIEL KELLY FOOTE


STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

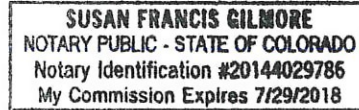
The foregoing instrument was acknowledged before me as of the 27 day of February, 2018, by Gary Wilkinson, as Mayor, and Deborah Wohlmuth, as Town Clerk, of the Town of Frisco, a Colorado home rule municipal corporation.

WITNESS my hand and official seal.


Notary Public

My Commission Expires: 7/29/18

STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)



The foregoing instrument was acknowledged before me as of the 27 day of February, 2018, by Nathaniel Kelly Foote

WITNESS my hand and official seal.



Notary Public

My Commission Expires: 7/29/18

Attachment 4

Planning Commission Staff Memo Packet with
attachments, August 16, 2018



P.O. BOX 4100 ♦ FRISCO, COLORADO 80443 ♦ 970-668-5276

NOTICE OF DECISION

APPLICATION: 144-18-MDA (191-17-DA/RZ)

APPLICANT: Nathaniel Kelly Foote, 512 Main Street LLC

PROJECT LOCATION: 510, 512, and 518 East Main Street and 107 South 6th Avenue / Lots 1-12, Block 11, Frisco Townsite

DECISION BY: Town of Frisco Planning Commission

DATE OF DECISION: August 16, 2018

NATURE OF REQUEST: Modifications to the approved development application for the Foote's Rest Block 11 mixed-use project, located at 502, 510, 512, and 518 East Main Street and 107 South 6th Avenue / Lots 1-12, Block 11, Frisco Townsite.

DECISION: Based upon the findings made at its public hearing on August 16, 2018, the Planning Commission hereby **APPROVES** the application with the following conditions.

CONDITIONS:

1. Prior to the issuance of a building permit, the Applicant shall submit an updated exterior lighting plan that verifies compliance with §180-20.2-I, of the Frisco Zoning Ordinance.
2. The applicant shall satisfy the comments of the Summit County GIS Department.



**PLANNING COMMISSION
STAFF REPORT**

August 16, 2018

AGENDA ITEM: Planning File 144-18-MDA (191-17-DA/RZ): A public hearing of modifications to the approved development application for the Foote's Rest Block 11 mixed-use project, located at 502, 510, 512, and 518 East Main Street and 107 South 6th Avenue / Lots 1-12, Block 11, Frisco Townsite.

LOCATION: 510, 512, and 518 East Main Street and 107 South 6th Avenue / Lots 1-12, Block 11, Frisco Townsite

ZONING: Central Core (CC) District and Historic Overlay (HO) District

APPLICANT & PROPERTY OWNER: Nathaniel Kelly Foote, 512 Main Street LLC
PO Box 307
Frisco, CO 80443

LANDSCAPE ARCHITECT: Norris Design
409 Main Street, Suite 207
Frisco, CO 80443

HISTORIC PRESERVATION: Bendon Adams
300 South Spring Street, #202
Aspen, CO 81611

TOWN STAFF: Bill Gibson, Assistant Community Development Director
billg@townoffrisco.com (970) 668-9121

PROJECT DESCRIPTION

The applicant is proposing modifications to the approved development application for the new mixed-use project at 510, 512, and 518 East Main Street and 107 South 6th Avenue named "Foote's Rest Block 11".

The Foote's Rest Block 11 project involves the preservation of six (6) existing historic structures: Foote's Rest (Wildhack's), Staley House, three (3) cabins, and the Blacksmith Shop. The Foote's Rest building will remain in its current location and the remaining historic structures will be relocated within the northwest corner of the subject property. The proposed modifications involve minor changes to the locations of two cabins and the blacksmith shop as well as a change to the orientation of one cabin. The application identifies that the proposed modifications will create more separation between the historic structures which is intended to create increased

visibility and access, improved pedestrian experience, and enhanced historic preservation opportunities. Please refer to the attached application materials for additional details.

The remainder of the subject development site will accommodate a new multi-story mixed-use building that will include a 65 room hotel, underground parking garage, bowling alley and lounge, rooftop bar and swimming pool, outdoor plazas, restaurant/bar with outdoor seating, commercial tenant spaces, and six employee housing units. The proposed modifications do not alter the approved design for this element of the project.

The subject property is zoned Historic Overlay (HO) District. The HO Districts allows for relief from development standards and zoning requirements as an incentive for historic preservation. The proposed modifications to the layout of the preserved historic structures do not alter the previously approved incentives and the application does not request any new incentives.

The approved Foote's Rest Block 11 development application was subject to the town code provisions in effect at the time of application. This project was reviewed and approved under the Frisco Zoning Ordinance (not the new Unified Development Code) and since this is an active development project the proposed modifications are reviewed under those same standards.

BACKGROUND

On December 7, 2017, the Planning Commission approved the development application for the Foote's Rest Block 11 mixed-use project with conditions. The Planning Commission also forwarded the Town Council a recommendation of approval for the associated request to rezone the subject property to the Historic Overlay (HO) District.

On January 23, 2018, the Town Council approved Ordinance 18-02 to rezone the subject property to the Historic Overlay (HO) District.

Below is a vicinity map of the subject property. The location of the property lines shown on this map vary in accuracy and should only be used for reference purposes.



Vicinity map

ANALYSIS - FRISCO COMMUNITY PLAN

The Foote's Rest Block 11 project was determined to be in conformance with Community Plan Quality of Life statements of the Frisco Community Plan. The proposed modifications to the layout of the historic structures appear to enhance the project conformance with the following:

Art & Culture

Frisco is a community that celebrates its history, honors its eclectic influences and promotes artistic and cultural opportunities.

- A&C 1. Preserve and enhance the Town's historic resources.
- A&C 2. Enhance Frisco as a cohesive community, which includes fulltime residents, second homeowners, businesses and visitors.
- A&C 5. Celebrate and highlight Frisco's heritage

Built Environment

Frisco is a community that encourages land uses and architectural styles to fit its mountain town identity, and strives for development with sustainable design, materials and practices.

- BE 1. Encourage eclectic and sustainable designs for new construction and redevelopment to enhance the community's character.
- BE 2. Ensure the design of Frisco's public spaces, streets and pathways reflect Frisco's mountain town character.
- BE 3. Preserve and enhance the Main Street area as the heart of the community.

Energy

Frisco is a community that supports zero waste principles, encourages use of clean energy opportunities and promotes resource conservation.

- EN 4. Encourage the use of recycled materials, renewable energy sources and the use of green and energy efficient building practices.
- EN 5. Promote conservation and use of resources to maintain a sustainable community for generations to come.

Economy

Frisco is a community that promotes a diverse, sustainable, year-round economy.

- EC 2. Continue to promote the town as a year-round destination.
- EC 3. Encourage and direct economic growth.
- EC 5. Support the creation and outlet for local markets and support local workforce polices.

Housing

Frisco is a community that recognizes the importance of ensuring a variety of housing opportunities are available for people to live and work here.

- HS 3. Provide a variety of affordable housing opportunities, regulations and/or programs that meet the needs of the Frisco residents.
- HS 4. Promote and encourage public/private partnerships for the development of affordable housing to achieve the highest quality housing possible.

Health & Well-being

Frisco is a community that promotes healthy lifestyles, which support good physical health and mental well-being.

- *HW 5. Provide community gathering spaces for people, groups and organizations, to enhance Frisco's character.*

ANALYSIS – CENTRAL CORE (CC) ZONE DISTRICT [§180-17]

The proposed modifications to the layout of the preserved historic structures do not alter the project compliance with the following zone district standards:

- permitted and conditional uses
- minimum lot area
- minimum lot frontage
- maximum height
- density
- lot coverage (not applicable)

Setbacks: The minimum required setbacks and proposed setback modifications for this project are as follows:

	Minimum Setback	Proposed Setback
Front Yard (Main Street)	3 feet	Staley House = 8 feet Cabin 1 = 8 feet
Side Yard (South 5 th Avenue)	None	Staley House = 2 feet to 5 feet due to building shape Blacksmith Shop = 6 feet

The application meets these standards.

ANALYSIS – MAIN STREET OVERLAY DISTRICT [§180-18.1]

The proposed modifications to the layout of the preserved historic structures do not alter the project compliance with the following Main Street Overlay District standards:

- Standard #1.1, buildings design with small mountain town character
- Standard #1.2, roof eaves and overhangs
- Standard #2.1, façade and roof eave articulation
- Standard #2.2, façade and roof eave articulation
- Standard #3.1, exterior building materials
- Standard #3.2, exterior building materials
- Standard #3.3, exterior building materials
- Standard #3.4, accessory structure building materials
- Standard #3.5, material sample boards
- Standard #3.6, additions to existing buildings
- Standard #3.7, window glass
- Standard #4.1, roof design

- Standard #4.2, roof pitch
- Standard #4.3, roof ridge articulation
- Standard #4.4, roof snow shedding
- Standard #4.5, metal roofs
- Standard #4.6, roofing materials
- Standard #4.7, roof colors
- Standard #4.8, rooftop equipment screening
- Standard #5.1, duplex structure (not applicable)
- Standard #5.2, duplicative building design
- Standard #6.1, exterior primary colors
- Standard #6.2, exterior accent colors
- Standard #6.3, accessory structure colors
- Standard #6.4, color sample boards

Standard # 2.3.

The bulk of a building shall be restricted on any site within the Main Street Overlay District through the use of a bulk plane envelope. The bulk plane envelope within the various subdistricts shall be as follows:

a. Central Core Subdistrict: The bulk of the building shall be restricted on all street and rear yard facades by a bulk plane. The 40 foot height limit of the bulk plane may be increased, if provision 180-23.C (4) is utilized. Building forms may deviate from this standard and project beyond the bulk plane if they receive Planning Commission approval, meet the building height, and provide substantial architectural relief, or if they are structures which meet incentive VI.A.

1. The bulk plane shall start from a point 24 feet above the average existing grade measured on all street property lines and shall extend upward at a 45 degree angle toward the rear and/or opposite sides of the property until it intersects with a horizontal plane 40 feet above the average existing grade at the property line.

2. From the rear, the bulk plane shall start from a point 24 feet above the average existing grade measured on the rear property line and shall extend upward at a 45 degree angle toward the front of the property until it intersects with a horizontal plane 40 feet above the average existing grade at the property line.

The proposed modifications do not create any new building elements extending beyond the bulk plane. The application meets this standard.

<p>ANALYSIS - HISTORIC OVERLAY DISTRICT & REZONING [§180-18.2]</p>

The subject property is zoned Historic Overlay (HO) District. Pursuant to §180-18.2-F, Frisco Zoning Ordinance, the Historic Overlay District allows for relief from development standards and zoning requirements as an incentive for historic preservation. The proposed modifications to the layout of the preserved historic structures do not alter the previously approved incentives and this application does not request any new incentives.

Pursuant to §180-18.2-F, Frisco Zoning Ordinance, any addition, alteration, or rehabilitation of a historic structure must meet US Secretary of the Interior's Standards for Rehabilitation. One of

the conditions of approval for the approved development application was that all historic building rehabilitation associated with this project be done in accordance with the US Secretary of the Interior's standards. This modification application does not alter than requirement. As noted in the application narrative from BendonAdams, the proposed modifications will provide more separation between historic structures which will increase their visibility and access, and improve the pedestrian experience associated with these structures. The proposed modifications will result in an improved historic preservation outcome. The application meets this standard.

ANALYSIS - DEVELOPMENT STANDARDS [§180-20]

The proposed modifications to the layout of the preserved historic structures do not alter the project compliance with the following development standards:

- drainage plans
- water quality protection
- snow storage & snow shedding
- road construction and maintenance standards
- vehicular access
- traffic studies
- bicycle racks
- stream crossings by roads and utilities
- buildings occupying more than one lot
- development on steep slopes
- grading permits
- construction trailers
- nuisances
- air quality protection
- refuse management

Non-vehicular Access: The purpose of this section is to promote the use of non-vehicular modes of transportation through a town-wide network of connecting non-vehicular pathways and provide safe access year-around. All site plans must provide for and show non-vehicular access in accordance with the standards set forth in Chapter 155, Street Design Criteria, Frisco Town Code. Every principal structure must provide safe and convenient non-vehicular access to a public street or road year-around. The proposed modifications include non-vehicular connections to the adjacent public streets and sidewalks. The application meets this standard.

ANALYSIS – LANDSCAPING AND REVEGETATION [§180-20.1]

The proposed modifications to the layout of the preserved historic structures do not alter the project compliance with the following landscaping standards:

- landscape requirements by project type
- plant sizes
- species diversity
- parking area landscaping (not applicable)

- revegetation of disturbed land
- credit for preservation of existing trees
- protection of existing vegetation
- landscape maintenance
- water conservation
- irrigation systems

Required Vegetation: For mixed-use large projects, a minimum of one (1) tree must be planted on the site for every 1,500 square feet of lot area, and one (1) shrub is required for every 2,500 square ft. of lot area. A lot size of 42,000 square feet requires a minimum of 28 trees and seventeen 17 shrubs. The proposed modifications result in a net increase of two (2) trees resulting in a total count of 43 trees (2 existing and 41 new) and 18 shrubs. The application meets this standard.

ANALYSIS – OUTDOOR LIGHTING [§180-20.2]

The proposed modifications to the layout of the preserved historic structures do not alter the project compliance with the following outdoor lighting standards:

- exterior light fixtures
- light fixture height
- light fixture design
- energy savings

Light Emissions: Outdoor light fixtures must be positioned so that there is no direct light emission onto adjacent properties. Staff recommends that the Planning Commission apply a condition of approval that prior to the issuance of a building permit the Applicant shall submit an updated exterior lighting plan that verifies compliance with §180-20.2-I, of the Frisco Zoning Ordinance. With this condition, the application meets this standard.

ANALYSIS – PARKING AND LOADING [§180-23]

The proposed modifications to the layout of the preserved historic structures do not alter the project compliance with the parking and loading standards.

AGENCY REVIEWS

Town Engineer

No comments.
Bill Linfield, Consulting Engineer

Public Works

No comments.
Jeff Goble, Public Works Director

Summit Fire & EMS

No comments.

Kim McDonald, Fire Marshal

Xcel Energy

No comments.

Amy Lagace, Designer

Summit County GIS

Summit County GIS has no concerns regarding the site plan modification. It is the county's recommendation that each structure has its own physical address assigned:

Staley House – 502 E Main ST
Cabin 1 – 506 E Main ST
Foote's Rest – 510 E Main ST
Cabin 3 – 514 E Main ST
Blacksmith – 50 S 5th AVE
Cabin 2 – 54 S 5th AVE
Hotel – 107 S 6th AVE

Suzanne Kenney, GIS Analyst II

PUBLIC COMMENT

The Community Development Department has not received any public comments concerning this application as of August 3, 2018.

STAFF RECOMMENDATIONS

Recommended Findings

The Community Development Department recommends the following findings pertaining to the proposed modifications to the approved development application for the Foote's Rest Block 11 mixed-use project.

Based upon the review of the Staff Reports dated August 16, 2018, and the evidence and testimony presented, the Planning Commission finds:

- 1. The proposed modifications to the approved development application are in general conformance with the principals and policies of the Frisco Community Plan, specifically, the quality of life statements and associated criteria related to the arts & culture, built environment, energy, economy, housing, and health and wellbeing.*
- 2. The proposed modifications to the approved development application are in general conformance with the Town of Frisco Zoning Regulations, specifically Section 180-17, Central Core District, since all of the applicable requirements have been met by the submittal, the recommended conditions of approval, and the incentives of the Historic Overlay District; including: permitted uses, lot area, lot frontage, setbacks, lot coverage, building height, and density. That proposed decorative roof elements are consistent with the definition of building height and are of reasonable, balanced proportion.*

3. *The proposed modifications to the approved development application are in general conformance with the Town of Frisco Zoning Regulations, specifically Section 180-18.1, Main Street Overlay District, since all of the applicable requirements have been met by the submittal, the recommended conditions of approval, and the incentives of the Historic Overlay District; including: that the development is designed in a manner compatible with the neighborhood and the small mountain town character of Frisco; the development includes shelter from natural elements and provides visual relief, the building is designed to relieve the feeling of mass, building façade and roof lines are broken up, compliance with bulk plane envelopes, exterior materials and colors are compatible with the surrounding area and meet specific standards, roof forms and design are compatible with the surrounding area and a variety of standards, and the other recommendations and standards of the Main Street Overlay District. The proposed building elements that project into the bulk plane meet the building height and provide substantial architectural relief.*
4. *The proposed modifications to the approved development application are in general conformance with the Town of Frisco Zoning Regulations, specifically Section 180-18.2, Historic Overlay District, since the applicant may request the use of incentives and the Planning Commission may allow for the use of some or all incentives (with a fewer number of criteria met justifying fewer incentives and a greater number of criteria justifying more incentives) based upon the following outlined in Section 180-18.2-F.2:*
 - a. *Protects and preserves the town's historic and cultural heritage by retaining and/or remodeling aspects of a historic building(s) such as, but not limited to, the facades being compatible with the character of the historic era; because the application preserves six (6) existing historic buildings on this site. A historic preservation plan has been proposed and certain non-historic elements of these buildings will be removed. Frisco does not have mandatory protection regulations for historic resources, so historic structures are at risk of being moved or razed by property owners.*
 - b. *Increases economic and financial benefits by enhancing the property and making it more accessible and/or attractive for heritage tourism; because these buildings are presently on the historic walking tour of the Frisco Historic Park and Museum and will be able to continue to be a part of Frisco's heritage if preserved. Economic analysis and visitor surveys show that heritage tourism plays a significant role in the town's visitor economy. As a whole, the development will add more diversity and vitality to this important Main Street frontage and, in the context of the development of the overall site; the historic buildings will likely increase the economic benefit to the property and town.*
 - c. *Provides educational opportunities to increase the public's awareness and appreciation of Frisco's unique heritage; because the buildings will still be in place and can be used to raise awareness about the town's history and architecture. The historic structures will be "living buildings"; improved, preserved, and put to uses that allow for their observation, as examples of historic architectural techniques and styles, and keep the buildings alive through reuse.*
 - d. *Maintains the structural integrity of the historic structure and/or rectifies safety concerns for the structure or brings the structure into greater compliance*

with life, health, and safety codes; because the building will be rehabilitated as required by the HO standards to conform to the Secretary of the Interior Standards. Equally important is that certain non-historic elements of these buildings will be removed.

- e. Retains some or all of the historic structure(s) on the original site; because the application preserves six (6) existing historic buildings on this site. The Foote's Rest will remain in its original location. The location of the other buildings may be modified, but they will remain located on the overall development site. Each of the six historic buildings will be located along a street frontage in prominent public view. Portions of structures (notably the existing garage attached to the Foote's Rest) will be removed due to poor condition. Another cabin (presently the outside restrooms), are not considered historic in terms of age and construction type.*
- f. Structural or use changes that further the goals or objectives of the Frisco Master Plan; because the application preserves six (6) existing historic buildings on this site. A historic preservation plan has been proposed and certain non-historic elements of these buildings will be removed. The development furthers the following goals of the Frisco Community Plan:*

Arts & Culture:

- Preserve and enhance the Town's historic resources*
- Enhance Frisco as a cohesive community, which includes fulltime residents, second homeowners, businesses and visitors.*
- Celebrate and highlight Frisco's heritage.*

Built Environment:

- Encourage eclectic and sustainable designs for new construction and redevelopment to enhance the community's character.*
- Ensure the design of Frisco's public spaces, streets and pathways reflect Frisco's mountain town character.*
- Preserve and enhance the Main Street area as the heart of the community.*

Energy:

- Encourage the use of recycled materials, renewable energy sources and the use of green and energy efficient building practices.*
- Promote conservation and use of resources to maintain sustainable community for generations to come.*

Economy:

- Continue to promote the town as a year-round destination.*
- Encourage and direct economic growth.*
- Support the creation and outlet for local markets and support local workforce policies.*

Housing

- Provide a variety of affordable housing opportunities, regulations and/or programs that meet the needs of Frisco residents.*
- Promote and encourage public/private partnerships for the development of affordable housing to achieve the highest quality housing possible.*

- g. *Brings new development/redevelopment on the site that allows for the preservation of historic resources on the site that would not likely occur without the development; because the Frisco Town Code does not preclude property owners from demolishing historically significant buildings. This applicant has the right to raze this resource. It is very likely that the reason the resource can be preserved is because of the economics of the new development, coupled with the incentives of the HO. The HO District is intended to encourage historic preservation while also allowing property owners the opportunity to take advantage of the underlying zoning and development opportunity. The development will bring new vitality while integrating a historic resource into the development. Over time, the resource will become even more special and a unique vestige of Frisco's past.*
5. *The proposed modifications to the approved development application are in general conformance with the Town of Frisco Zoning Regulations, specifically Section 180-20, Development Standards since all of the applicable requirements have been met by the submittal, the recommended conditions of approval, and the incentives of the Historic Overlay District; including: drainage plan, snow storage and snow shedding, vehicular access, non-vehicular access, traffic studies, and refuse management.*
6. *The proposed modifications to the approved development application are in general conformance with the Town of Frisco Zoning Regulations, specifically Section 180-20.1 Landscaping since all of the applicable requirements have been met by the submittal, the recommended conditions of approval; including: required vegetation, water conservation, irrigation system, and landscaping maintenance.*
7. *The proposed modifications to the approved development application are in general conformance with the Town of Frisco Zoning Regulations, specifically 180-20.2 Outdoor Lighting since all of the applicable requirements have been met by the submittal, the recommended conditions of approval; exterior light fixtures, light emissions, design, and energy savings.*
8. *The proposed modifications to the approved development application are in general conformance with the Town of Frisco proposed modifications to an approved Code, specifically Section 180-23, Parking and Loading Regulations, since all of the applicable requirements have been met by the submittal, the recommended conditions of approval, and the incentives of the Historic Overlay District; including: on-premise parking, visitor parking, accessible parking, parking dimensions & design, and snow storage areas. That the proposed multi-use shared parking reduction meets the criteria outlined in §180-23-C-4. That the proposed tandem parking meets the criteria outlined in §180-23-E-4.*

Recommended Action

Based upon the findings above, the Community Development Department recommends APPROVAL of the proposed modifications to the approved development application for the Foote's Rest Block 11 mixed-use project, subject to the following conditions:

1. *Prior to the issuance of a building permit the Applicant shall submit an updated exterior lighting plan that verifies compliance with §180-20.2-I, of the Frisco Zoning Ordinance.*
2. *The applicant shall satisfy the comments of the Summit County GIS Department.*

Recommended Motion

Should the Planning Commission choose to approve this application, the Community Development Department recommends the following motion:

With respect to File No. 144-18-MDA, I move that the recommended findings set forth in the August 16, 2018, staff report be made and that the recommended conditions set forth therein be taken and that the Planning Commission hereby APPROVES the modifications to the approved development application for the Foote's Rest Block 11 mixed-use project, located at 502, 510, 512, and 518 East Main Street and 107 South 6th Avenue / Lots 1-12, Block 11, Frisco Townsite.

ATTACHMENTS

Attachments:

- Application Materials

SITE PLAN MODIFICATION NARRATIVE

7.19.2018

INTRODUCTION

Foote's Rest at Block 11 preserves six historic structures on site, blending old and new through community plaza space accessible from Main Street and 5th Avenue. The six preserved historic structures include Foote's Rest (Wildhack's), the Staley House, the Blacksmith Shop and three 1930s era cabins. Approved by Town Council in January 2018, the site plan maintains Foote's Rest in its existing location, moves the Staley House to the corner of 5th and Main and locates the three cabins and the Blacksmith Shop generally near the western boundary of the site / 5th Avenue (see Exhibit 1). The project is seeking a modification to the approved Development Application plan to change two cabins from their respective locations as shown on the approved site plan as well shift the Blacksmith shop a few feet. Foote's Rest, the Staley House, and one cabin are not proposed to be moved (see Exhibit 2). One cabin is proposed to be rotated to engage with the Blacksmith Shop and historic courtyard.

HISTORIC PRESERVATION PLAN

Following the approval, a Historic Preservation Plan was submitted for review by the Community Development Department (CDD). The Historic Preservation Plan outlines a written preservation prescription for each historic building that is compliant with the US Secretary of the Interior's Standards for Rehabilitation as outlined in 180-18.2F of the Frisco Unified Development Code. This proposed site plan modification includes a minor modification to the Historic Preservation Plan and better complies with the Secretary of the Interior's Standards as it allows for the preservation of the shed roof addition on the Staley house that was added sometime shortly after initial construction and is important to the architectural character of the time period. It also allows for the Blacksmith shop to maintain a historic setback from the edge of sidewalk. This opens up the courtyard and gives more space to approach the landscape in a more historically sensitive manner. The Historic Preservation Plan has been updated to further describe this modification and to respond to input from town staff reviews. A letter from Sara Adams, historic preservation planner in support of this modification has also been attached.

CODE & PROPOSED CHANGES

Per Section 180-191 of the Unified Development Code, no substantial variation of the approved development application shall be permitted without the approval of the CDD or the Planning Commission. This application to modify the approved site plan is being submitted to the CDD for review by the Town and Planning Commission at the August 16th public hearing. The site plan modification request only applies to the historic buildings and plaza spaces at the ground level. No changes are proposed to the mixed use / hotel building and its associated parking garage.

The proposed site plan is shown on Exhibit 2. The proposed site plan is consistent with the requirement of the contract and town code.

There are three primary benefits to the modification:

1. The proposal allows more separation between historic structures.
2. The proposal promotes increased visibility and access to the Staley House and Blacksmith Shop.
3. The proposal will improve the pedestrian experience with better site circulation and solar access.





BENEFITS

MORE SEPARATION BETWEEN HISTORIC STRUCTURES

The approved site plan showed the Staley House, one cabin and the Blacksmith Shop along 5th Avenue. This configuration provided about 3'-4' of separation between buildings. It did not allow enough space to maintain the shed roof addition on the Staley House. Sara Adams and Suzannah Reid, both historic preservation specialists, recommend maintaining the shed roof addition as a priority. The proposed site plan relocates the Cabin 2 from this location to the rear of the Foote's Rest building. Relocating Cabin 2 not only allows for space to maintain the shed roof addition but also allows for the Blacksmith shop to slide to the East and maintain its historic set back from the edge of 5th Avenue as well as additional space between the Blacksmith shop and the proposed hotel. Cabin 2 is now relocated to the rear of the Blacksmith building and this creates a more dynamic interaction with the historic courtyard. There is now approximately 21'-6" of separation between the Staley House and Blacksmith Shop. For reference, at the Frisco Historic Park many of the buildings along 2nd Avenue are between 13'-35' apart.

CABIN 3

Cabin 3 has historically been located to the East of the Foote's Rest Building (reference Exhibit 3). Cabin 3 is proposed to be moved to the East side of Foote's Rest. It will sit approximately 12"-18" from Foote's Rest. This cabin is being relocated to the area where the 1970's addition is being removed. In lieu of rebuilding an addition to this area, the cabin will serve as additional storage without being attached to the historic Foote's Rest building. Not attaching or remodeling the existing historic building is a preferred historic preservation practice. In addition, there is a public benefit to locating the cabin adjacent to the public plaza space. This location will prominently display a historic building façade to the plaza adding warmth and authenticity to the space. The cabin will be turn 180 degrees from it's current alignment allowing a time period window to face the courtyard.

INCREASED VISIBILITY AND ACCESS

One purpose of preservation is to increase access to community history. The proposed modification supports this through the relocation of one cabin, providing better visibility to the Staley House and Blacksmith Shop. In our winter season, increased distances between the buildings will allow for areas where snow is pushed so it is not sitting against the buildings trapping moisture. The proposal also provides more visibility to the west side of the Foote's Rest building.

IMPROVED PEDESTRIAN EXPERIENCE

The courtyard allows pedestrians to experience the historic structures from multiple locations and angles. There is more visibility into the courtyard and between the buildings. The pedestrian access into the historic courtyard is widened from Main Street and 5th Avenue. The historic courtyard becomes larger. There is also a gracious opening along 5th avenue that provides visual breaks into the courtyard. We were also able to widen the distance between the Blacksmith shop and the proposed building allowing for a more generous and inviting pedestrian access point at 5th avenue.

SUMMARY

The proposed modification is an overall benefit to the project site plan and improves the pedestrian experience, and the changes are consistent with the requirements of the contract and town code. We look forward to reviewing the proposal with staff and the Planning Commission and responding to any questions.



July 19, 2018

Re: Historic Preservation at Block 11, amended site plan

Dear Frisco Planning Commission,

Historic Preservation within Frisco is on a case by case basis and typically involves multiple community goals including sensitivity to historic resources, appropriate context and scale for the neighborhood, adequate parking and affordable housing, among other operational issues. The approved plan for Foote's Rest Block 11 is proposed to be amended to improve the sense of context and sense of place created with the Development Plan. As noted by neighbors and some Planning Commission members during the initial project review, the six historic resources were grouped together in a corner of the property with the Foote's Rest building remaining in its original location.

During construction level drawing development and finalization of the historic preservation plan for the treatment of the historic structures, the design team reassessed the location of the six historic buildings to provide more space for the relocated Staley Rouse House. The amended site plan proposed for review provides more space to the Staley Rouse House by locating Cabin 3 behind the Foote's Rest building, similar to its original (and current) location. Pulling Cabin 3 off the street provides adequate breathing room for the two story restored Staley Rouse House and the historic one story addition at the rear of the Staley House. Cabin 1 remains in a prominent location along the street, similar to the current condition. Cabin 2 is located behind the reconstructed Blacksmith Shop.

In my professional opinion, the amended site plan is a better preservation solution that proposes shifting Cabin 3 closer to its historic location, and provides more space around the Staley Rouse House allowing for preservation of the rear porch.

Sincerely,

Sara Adams, AICP
BendonAdams
sara@bendonadams.com

FOOTE’S REST SITE PLAN MODIFICATION | PROPOSED PLAZA SITE PLAN

7/19/2018
FRISCO, CO



0 5 10
NORTH SCALE: 1" = 10'

NOTE:
1. CONCEPTUAL PLAN
FOR ILLUSTRATIVE
PURPOSES ONLY
AND IS SUBJECT TO
CHANGE. PLAN IS
NOT INTENDED FOR
CONSTRUCTION.
2. TO SCALE WHEN
PRINTED AT 24"X36"

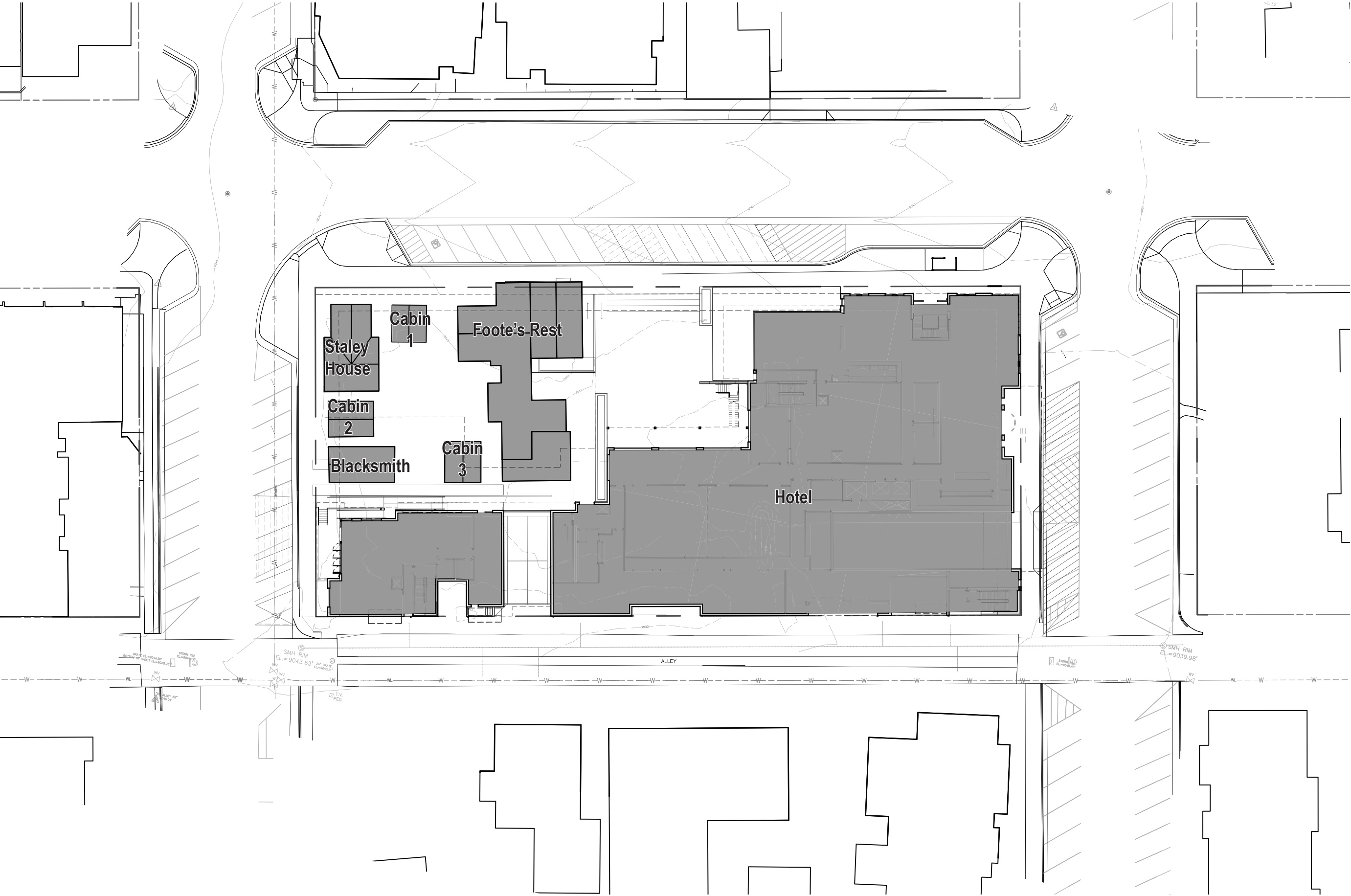
FOOTE'S REST SITE PLAN MODIFICATION | APPROVED PLAN


EXHIBIT 1: 7/19/2018
FRISCO, CO



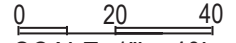
NORRIS DESIGN
Planning | Landscape Architecture | Branding

409 Main Street - Suite 207
PO BOX 5320
Frisco, CO 80443
P. 970.485.4478
www.norris-design.com





NORTH



0 20 40
SCALE: 1" = 40'

NOTE:

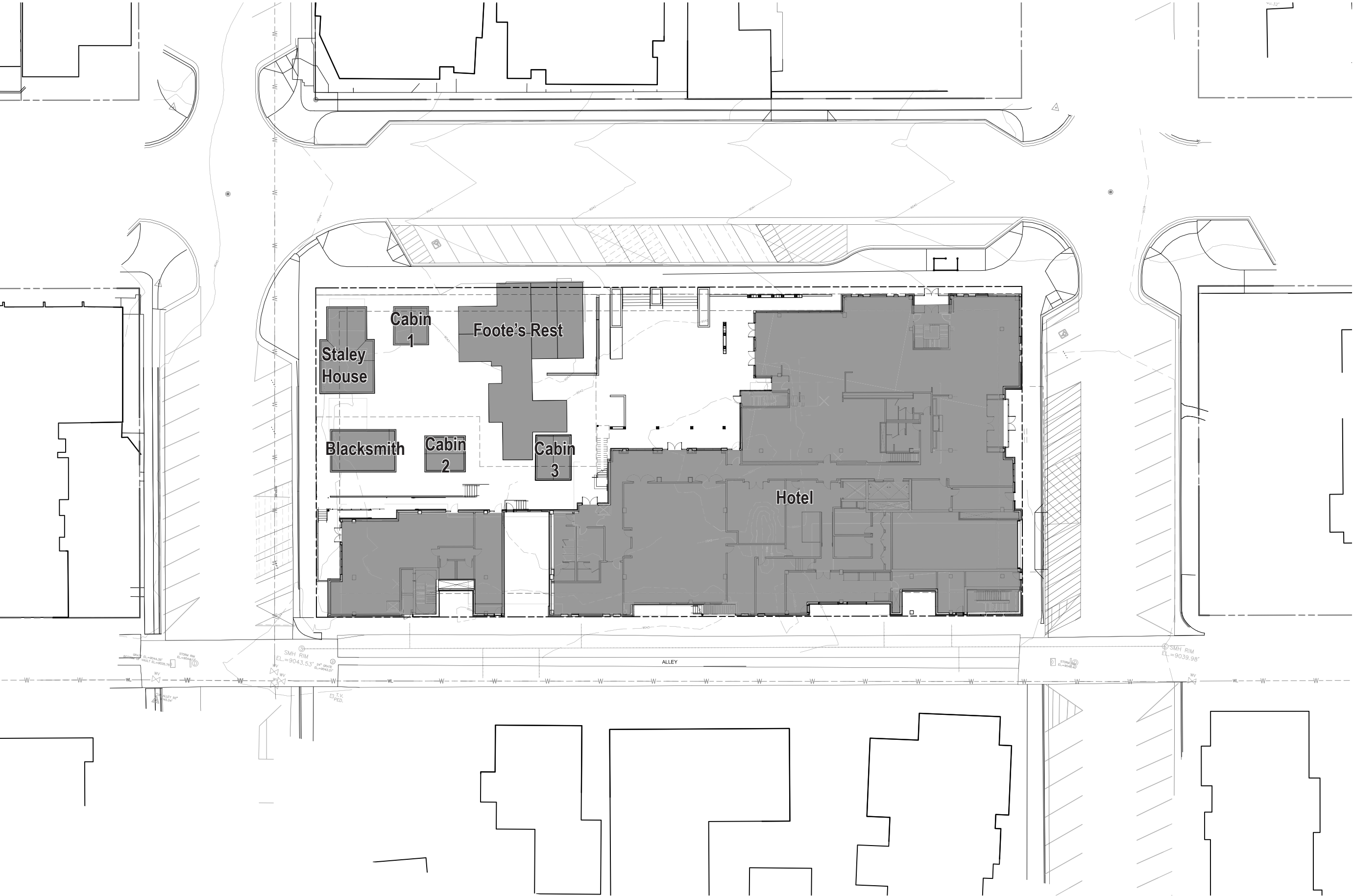
1. CONCEPTUAL PLAN FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO CHANGE. PLAN IS NOT INTENDED FOR CONSTRUCTION.
2. TO SCALE WHEN PRINTED AT 11"x17".


FOOTE'S REST SITE PLAN MODIFICATION | PROPOSED CHANGES

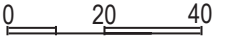
EXHIBIT 2: 7/19/2018
FRISCO, CO



NORRIS DESIGN
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Frisco, CO 80443
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www.norris-design.com



**NORTH**


SCALE: 1" = 40'

NOTE:
1. CONCEPTUAL PLAN FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO CHANGE. PLAN IS NOT INTENDED FOR CONSTRUCTION.
2. TO SCALE WHEN PRINTED AT 11"x17".

FOOTE'S REST SITE PLAN MODIFICATION | HISTORIC CONDITION

EXHIBIT 3: 7/19/2018
FRISCO, CO

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0 20 40
SCALE: 1" = 40'

⊕ NORTH

NOTE:
1. CONCEPTUAL PLAN FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO CHANGE. PLAN IS NOT INTENDED FOR CONSTRUCTION.
2. TO SCALE WHEN PRINTED AT 11"x17".

- THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLANS AND SPECIFICATIONS AS CLOSELY AS POSSIBLE. ANY SUBSTITUTION OR ALTERATION SHALL NOT BE ALLOWED WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE. OVERALL PLANT QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE PLANS.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKES PRECEDENCE OVER WRITTEN QUANTITIES.
3. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS AND IN THE SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
4. THE OWNER'S REPRESENTATIVE MAY ELECT TO UPSIZE PLANT MATERIAL AT THEIR DISCRETION BASED ON SELECTION, AVAILABILITY, OR TO ENHANCE SPECIFIC AREAS OF THE PROJECT. THE CONTRACTOR SHALL VERIFY PLANT MATERIAL SIZES WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING, SHIPPING OR STOCKING OF PLANT MATERIALS. SUBMIT CHANGE ORDER REQUEST TO OWNER'S REPRESENTATIVE FOR APPROVAL IF ADDITIONAL COST IS REQUESTED BY THE CONTRACTOR PRIOR TO INSTALLATION. RE-STOCKING CHARGES WILL NOT BE APPROVED IF THE CONTRACTOR FAILS TO SUBMIT A REQUEST FOR MATERIAL CHANGES.
5. THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS.
6. REFER TO IRRIGATION PLANS FOR LIMITS AND TYPES OF IRRIGATION DESIGNED FOR THE LANDSCAPE. IN NO CASE SHALL IRRIGATION BE EMITTED WITHIN THE MINIMUM DISTANCE FROM BUILDING OR WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT. ALL IRRIGATION DISTRIBUTION LINES, HEADS AND EMITTERS SHALL BE KEPT OUTSIDE THE MINIMUM DISTANCE AWAY FROM ALL BUILDING AND WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT.
7. LANDSCAPE MATERIAL LOCATIONS SHALL HAVE PRECEDENCE OVER IRRIGATION MAINLINE AND LATERAL LOCATIONS. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL.
8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%, MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.
9. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.
10. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AS NOTED IN THE TECHNICAL SPECIFICATIONS.
11. TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
12. THE CENTER OF EVERGREEN TREES SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TREES CLOSER THAN 6' FROM A SIDEWALK, STREET OR DRIVE LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY OWNER'S REPRESENTATIVE IF TREE LOCATIONS CONFLICT WITH THESE STANDARDS FOR FURTHER DIRECTION.
13. ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
14. ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR A PERIOD OF 3 YEARS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STAKES AT THE END OF 3 YEARS FROM ACCEPTANCE OF LANDSCAPE INSTALLATION BY THE OWNER'S REPRESENTATIVE. OBTAIN APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.
15. ALL TREES INSTALLED ABOVE RETAINING WALLS UTILIZING GEO-GRID MUST BE HAND DUG TO PROTECT GEO-GRID. IF GEO-GRID MUST BE CUT TO INSTALL TREES, APPROVAL MUST BE GIVEN BY OWNER'S REPRESENTATIVE PRIOR TO DOING WORK.

<u>LOT AREA:</u>	42,000 SF
<u>BUILDING AREA:</u>	26,704 SF
MIXED USE BUILDING	21,801 SF
FOOTE'S REST:	2,901 SF
HOTEL:	802 SF
STALEY HOUSE:	773 SF
BLACKSMITH SHOP:	427 SF
<u>LANDSCAPE AREA:</u>	
SQUARE FEET:	15,296 SF
PERCENT COVERAGE:	36.4%

REQUIREMENTS
 1 TREE PER 1,500 SF OF DEVELOPMENT AREA (28 TREES)
 1 SHRUB PER 2,500 SF OF DEVELOPMENT AREA (17 SHRUBS)
 BLOCK 11 AREA: 42,000 SF
 LAWN AREA: 511 SF (3.3% OF UNDEVELOPED AREA OF THE SITE)

BREAK DOWN	REQ.	PROVIDED	EXISTING	TOTAL
TREES	28	41	2	43
DECIDUOUS	18	31	0	31
3" CAL	9	9	0	9
2" CAL	9	12	0	12
BY HEIGHT	N/A	10	0	10
EVERGREEN	10	10	2	12
10' HT.	3	1	2	3
8' HT.	3	3	0	3
6' HT.	4	6	0	6
SHRUBS	17	18	0	18
DECIDUOUS	N/A	10	0	10
EVERGREEN	N/A	8	0	8

	COMMON NAME	BOTANICAL NAME
BPL	BELL FLOWER	CAMPANULA PERSICIFOLIA
RGD	BLACK-EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'
DSD	DWARF SHASTA DAISY	LEUCANTHEMUM COMPACT 'SNOW LADY'
CFL	CONE FLOWER SP.	ECHINACEA SP.
APF	EUROPEAN PASQUE FLOWER	PULSATILLA VULGARIS
PHR	HUSKER RED PENSTEMON	PENSTEMON PINIFOLIUS 'HUSKER RED'
SMN	MAY NIGHT SALVIA	SALVIA SYLVESTRIS X 'MAINACHT'
SES	AUTUMN JOY SEDUM	SEDUM 'AUTUMN JOY'
CMW	WALKER'S LOW CATMINT	NEPETA FAASSENII 'WALKER'S LOW'

	COMMON NAME	BOTANICAL NAME
BBA	BEE BALM	MONARDA DIDYMA
SOM	BISHOP'S WEED	AEGOPODIUM PODOGRARIA 'VARIEGATUM'
CLR	COLUMBINE SP.	AQUILEGIA SP.
LAE	EDELWEISS	LEONTOPODIUM ALPINUM
APF	EUROPEAN PASQUE FLOWER	PULSATILLA VULGARIS
FJF	FALSE FORGET-ME-NOT	BRUNNERA MACROPHYLLA 'JACK FROST'
IRG	GERMAN BEARDED IRIS	IRIS GERMANICA VAR.
PAN	PANSY SP.	VIOLA SP.
LPD	PURPLE DRAGON NETTLE	LAMIUM MACULATUM 'PURPLE DRAGON'
WIN	WINDFLOWER	ANEMONE SYLVESTRIS

COMMON NAME _____

ECOLOTURF (OR APPROVED EQUAL) _____

TRUNK PROTECTION
 REQUIRED IF WHEELED
 CONSTRUCTION
 EQUIPMENT INVOLVED
 WITHIN 20' OR LESS.
 1" BOARDS NOT LESS
 THAN 5' LONG OR TO
 REACH FIRST SCAFFOLD
 BRANCH. WIRE TO HOLD
 BOARDS IN PLACE, NO
 NAILS PERMITTED.
 INCLUDE WRAPPING OF
 BURLAP UNDER BOARDS.

BRANCH PROTECTION
 PROTECT LOWER
 BRANCHES OF TREE
 CANOPY. PROVIDE
 CONSTRUCTION FENCING
 OR EQUAL AT DRIPLINE
 (MIN.)

PLACE SIGNS:

KEEP OUT
 TREE PROTECTION
 AREA

EVERY 50' ATTACHED TO FENCING

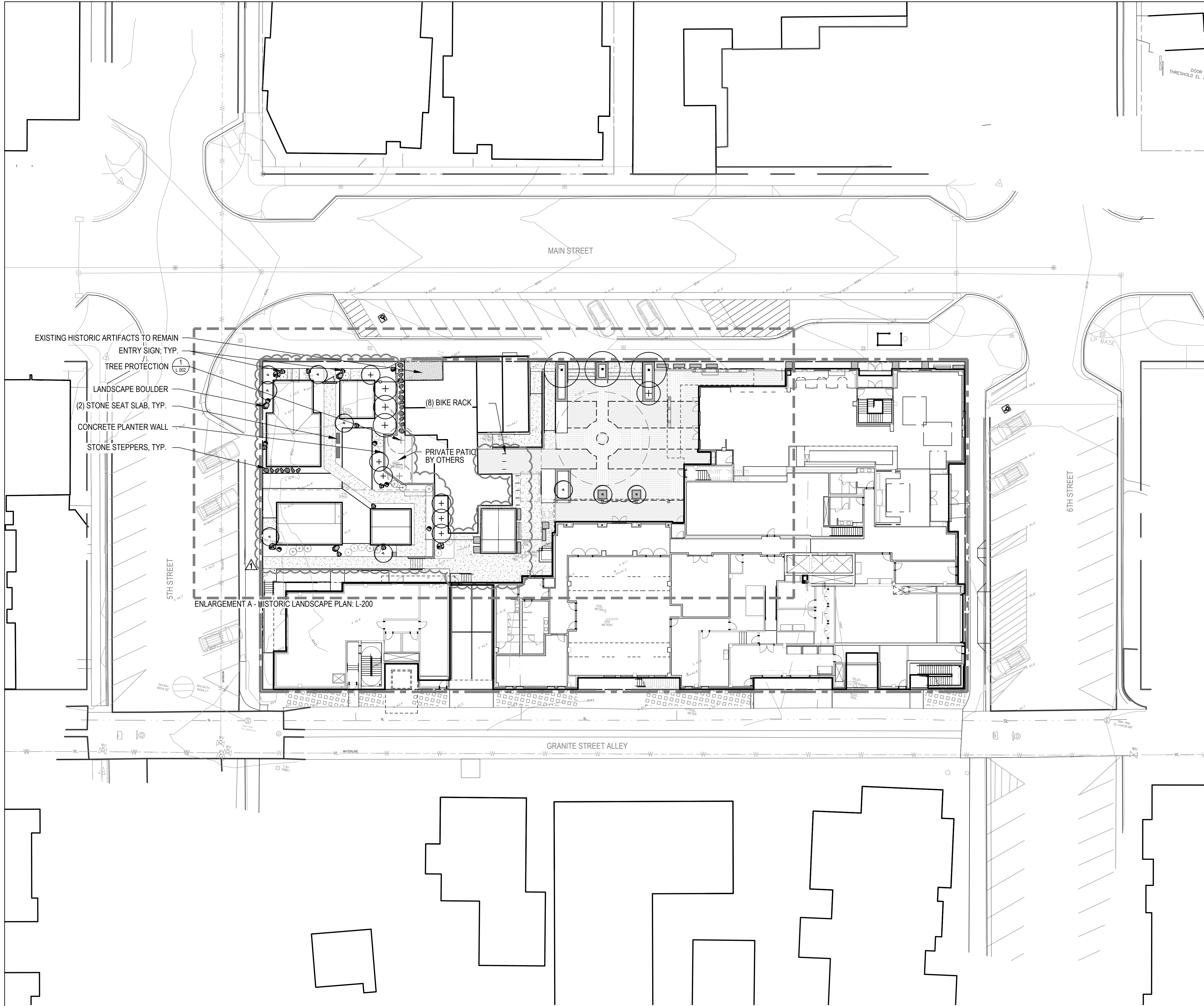
ROOT PROTECTION ZONE
 VARIES PER TREE SIZE
 EXTENDS FROM DRIPLINE TO DRIPLINE

1. ALL TREES AND SHRUBS TO BE PROTECTED AND PRESERVED SHALL BE PER DETAIL. GROUPING OF MORE THAN ONE TREE MAY OCCUR.
2. TREES AND SHRUBS TO BE PROTECTED AND PRESERVED SHALL BE IDENTIFIED ON THE TRUNK WITH SURVEY TAPE.
3. TO PREVENT ROOT SMOTHERING, SOIL STOCKPILES, SUPPLIES, EQUIPMENT OR ANY OTHER MATERIAL SHALL NOT BE PLACED OR STORED WITHIN THE DRIP LINE OR WITHIN 10 FEET OF A TREE OR SHRUB TRUNK, WHICHEVER IS GREATER.
4. TREE AND SHRUB ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE.
5. TRENCHES SHALL BE HAND DUG WITHIN THE DRIP LINE IN AREAS WHERE ROOTS TWO INCHES IN DIAMETER AND GREATER ARE PRESENT, OR WHEN IN CLOSE PROXIMITY TO LOW BRANCHING TREES. WHENEVER POSSIBLE, ROOTS TWO INCHES OR GREATER IN DIAMETER SHALL BE TUNNELED OR BORED UNDER AND SHALL BE COVERED TO PREVENT DEHYDRATION.
6. WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. WHENEVER POSSIBLE, ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, WHEN ROOT ENERGY SUPPLIES ARE HIGH AND CONDITIONS ARE LEAST FAVORABLE FOR DISEASE CAUSING AGENTS. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST.
7. WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR.
8. AUGER TUNNELING RATHER THAN TRENCHING SHOULD BE USED FOR UTILITY PLACEMENT WITHIN DRIP LINE.
9. FENCING MATERIAL SHALL ENCIRCLE ANY TREE OR SHRUB WHOSE OUTER DRIP LINE EDGE IS WITHIN 20 FEET OF ANY CONSTRUCTION ACTIVITIES.
10. FENCING MATERIAL SHALL BE BRIGHT, CONTRASTING COLOR, DURABLE, AND A MINIMUM OF FOUR FEET IN HEIGHT.
11. FENCING MATERIAL SHALL BE SET AT THE DRIP LINE OR 10 FEET FROM TREE TRUNK, WHICHEVER IS GREATER, AND MAINTAINED IN AN UPRIGHT POSITION THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.
12. ANY GRADE CHANGES (SUCH AS THE REMOVAL OF TOPSOIL OR ADDITION OF FILL MATERIAL) WITHIN THE DRIP LINE SHOULD BE AVOIDED FOR EXISTING TREES TO REMAIN. RETAINING WALLS AND TREE WELLS ARE ACCEPTABLE ONLY WHEN CONSTRUCTED PRIOR TO GRADE CHANGE.
13. REFER TO PLANS FOR FENCE STAKING LOCATIONS.

SCALE: 1/8" = 1'-0"

CHECKED BY:
DRAWN BY:

AR, EN



LANDSCAPE LEGEND

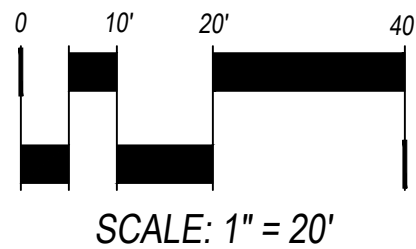
	DECIDUOUS TREES		EVERGREEN SHRUBS
	EVERGREEN TREES		DECIDUOUS SHRUBS
	EXISTING TREE TO REMAIN		COBBLE DRIP EDGER
	EDGER		CONCRETE
	EDGER-SPADE		PAVER TYPE 01
	CONCRETE PLANTER WALL		PAVER TYPE 02
	ENLARGEMENT		PAVER TYPE 03
	PROPERTY LINE & LIMIT OF WORK		LANDSCAPE BOULDERS

SNOW STORAGE

- ALL SNOW WILL BE MELTED ON SITE.
- 7' WIDE SNOW STACK AREA AVAILABLE IN THE PUBLIC RIGHT OF WAY.
 - 2,300 SF OF SNOW STORAGE IN R.O.W.

NOTES

- REFERENCE ENGINEER AND SURVEYOR PLANS FOR RESPECTIVE UTILITIES, GRADING AND DRAINAGE.
- RESEED ALL AREAS WITH SPECIFIED SEED MIX UNLESS OTHERWISE DESIGNATED.
- THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
- PLANT SYMBOLS ARE SHOWN AT APPROXIMATELY MATURE SIZE.
- ALL PLANTINGS SHALL BE PLANTED TO AVOID CONFLICTS WITH SIGHT TRIANGLES AND EXISTING AND PROPOSED UTILITIES. NOTIFY LANDSCAPE ARCHITECT OF CONFLICTS.
- FINAL PLANT LOCATIONS SHALL BE FIELD VERIFIED.
- PRESERVE AND PROTECT EXISTING TREES AS POSSIBLE. TREE PROTECTION DETAIL AND NOTES PROVIDED.
- FINAL IRRIGATION DESIGN BY OTHERS. IRRIGATION DESIGN TO BE COORDINATED WITH ENGINEERS AND ARCHITECTS FOR PROPER IRRIGATION RATES.
 - GROUND LEVEL
 - ALL TREES AND SHRUBS TO BE IRRIGATED WITH DRIP IRRIGATION
 - ALL TURF, NATIVE GRASS, PERENNIALS AND/ OR ANNUAL BEDS TO BE SPRAY IRRIGATED / INLINE DRIP IRRIGATION.
 - 2ND FLOOR AND ROOF TOP
 - ALL PLANTERS AND BEDS TO BE IRRIGATED WITH NETAFIM DRIP IRRIGATION OR APPROVED EQUAL.



SCALE: 1" = 20'

GENERAL NOTES

1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
2. DRAWINGS ARE INTENDED TO BE PRINTED ON 24" X 36" PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
3. VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
5. SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
6. IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, NORRIS DESIGN RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION. THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNERS REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
7. CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
8. CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES, AND REGULATORY AGENCIES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. REFER TO ENGINEERING UTILITY PLANS FOR ALL PROPOSED UTILITY LOCATIONS AND DETAILS. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.
11. UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
12. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
14. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
15. SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
16. COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEANOUT AREAS WITH OWNER'S REPRESENTATIVE.
17. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCK PILES AND WORK FROM VANDALISM, EROSION OR UNINTENDED DISTURBANCE DURING THE CONSTRUCTION PERIOD AND UNTIL FINAL ACCEPTANCE IS ISSUED.
19. THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
20. MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
21. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
22. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
23. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
24. THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.
25. THE CLEANING OF CONCRETE EQUIPMENT IS PROHIBITED AT THE JOB SITE EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM SEWER IS PROHIBITED.

26. MAINTENANCE ACCESS BENCHES: IF MAINTENANCE BENCHES OR ACCESS ROADS EXIST ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE BENCHES OR ACCESS ROADS DURING CONSTRUCTION. ANY BENCHES OR ACCESS ROADS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING BENCHES AND ACCESS ROADS DURING THE CONSTRUCTION PERIOD. IF ACCESS NEEDS TO BE BLOCKED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INTERRUPTION OF ACCESS.
27. LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.

LAYOUT NOTES

1. WRITTEN DIMENSIONS WILL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
2. CURVED WALKS AND CURB EDGES ARE INTENDED TO BE CONSTRUCTED WITH SMOOTH FLOWING CURVES. ANYTHING OTHER THAN SMOOTH FLOWING CURVES WILL BE REJECTED.
3. THE CONTRACTOR SHALL OBTAIN, AT HIS EXPENSE, ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
4. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED AT NO ADDITIONAL COST TO THE OWNER.
5. THE CONTRACTOR SHALL INSTALL SLEEVING FOR IRRIGATION IMPROVEMENTS PRIOR TO INSTALLING CONCRETE FLATWORK. REFER TO IRRIGATION PLANS.
6. LAY OUT WALKS, SCORE JOINTS AND PAVING PATTERNS AS CLOSELY AS POSSIBLE TO PLANS, DETAILS, AND SPECIFICATIONS. DO NOT DEVIATE FROM PLANS UNLESS SPECIFIC APPROVAL IS OBTAINED FROM THE OWNER'S REPRESENTATIVE.
7. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE LANDSCAPE ARCHITECT PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK. SEE TECHNICAL SPECIFICATIONS.
8. CONTRACTOR IS RESPONSIBLE FOR SUPERVISING ALL PAVEMENT DURING THE CURING PROCESS.

EROSION NOTES

1. THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOW LINE AND THE PUBLIC RIGHTS-OF-WAY OF THE TOWN OF FRISCO, COLORADO, AS A RESULT OF THIS SITE DEVELOPMENT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
2. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT.
3. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
4. THE DEVELOPER, GENERAL CONTRACTOR, GRADING CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT ON PUBLIC RIGHT-OF WAYS.
5. THE USE OF REBAR, STEEL STAKES, OR STEEL FENCE POSTS TO STAKE DOWN STRAW OR HAY BALES OR TO SUPPORT SILT FENCING USED AS AN EROSION CONTROL MEASURE IS PROHIBITED.
6. THE CLEANING OF CONCRETE TRUCK DELIVERY CHUTES IS PROHIBITED AT THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE TO THE STORM SEWER SYSTEM IS PROHIBITED.
7. THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATIONS INVOLVING WHEEL CUTTING, SAW CUTTING, OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS.

FOOTE'S REST AT BLOCK 11

LOTS 1-12, BLOCK 11, FRISCO, CO
DEVELOPMENT APPLICATION 02

OWNER:
512 MAIN STREET, LLC,
PO BOX 307
FRISCO, CO 80443
970.389.2660



DATE:
05.15.17: SK PLN 01
06.28.17: SK PLN 02
09.06.17: DA 01
09.30.17: DA PRICING
11.03.17: DA 02

SHEET TITLE:
GENERAL
NOTES

L-001

NOT FOR CONSTRUCTION

CHECKED BY:
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GENERAL LANDSCAPE NOTES

1.

THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLANS AND SPECIFICATIONS AS CLOSELY AS POSSIBLE. ANY SUBSTITUTION OR ALTERATION SHALL NOT BE ALLOWED WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE. OVERALL PLANT QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE PLANS.
2.

THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKES PRECEDENCE OVER WRITTEN QUANTITIES.
3.

THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS AND IN THE SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
4.

THE OWNER'S REPRESENTATIVE MAY ELECT TO UPSIZE PLANT MATERIAL AT THEIR DISCRETION BASED ON SELECTION, AVAILABILITY, OR TO ENHANCE SPECIFIC AREAS OF THE PROJECT. THE CONTRACTOR SHALL VERIFY PLANT MATERIAL SIZES WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING, SHIPPING OR STOCKING OF PLANT MATERIALS. SUBMIT CHANGE ORDER REQUEST TO OWNER'S REPRESENTATIVE FOR APPROVAL IF ADDITIONAL COST IS REQUESTED BY THE CONTRACTOR PRIOR TO INSTALLATION. RE-STOCKING CHARGES WILL NOT BE APPROVED IF THE CONTRACTOR FAILS TO SUBMIT A REQUEST FOR MATERIAL CHANGES.
5.

THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS.
6.

REFER TO IRRIGATION PLANS FOR LIMITS AND TYPES OF IRRIGATION DESIGNED FOR THE LANDSCAPE. IN NO CASE SHALL IRRIGATION BE EMITTED WITHIN THE MINIMUM DISTANCE FROM BUILDING OR WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT. ALL IRRIGATION DISTRIBUTION LINES, HEADS AND EMITTERS SHALL BE KEPT OUTSIDE THE MINIMUM DISTANCE AWAY FROM ALL BUILDING AND WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT.
7.

LANDSCAPE MATERIAL LOCATIONS SHALL HAVE PRECEDENCE OVER IRRIGATION MAINLINE AND LATERAL LOCATIONS. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL.
8.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.
9.

PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.
10.

ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AS NOTED IN THE TECHNICAL SPECIFICATIONS.
11.

TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
12.

THE CENTER OF EVERGREEN TREES SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TREES CLOSER THAN 6' FROM A SIDEWALK, STREET OR DRIVE LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY OWNER'S REPRESENTATIVE IF TREE LOCATIONS CONFLICT WITH THESE STANDARDS FOR FURTHER DIRECTION.
13.

ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
14.

ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR A PERIOD OF 3 YEARS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STAKES AT THE END OF 3 YEARS FROM ACCEPTANCE OF LANDSCAPE INSTALLATION BY THE OWNER'S REPRESENTATIVE. OBTAIN APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.
15.

ALL TREES INSTALLED ABOVE RETAINING WALLS UTILIZING GEO-GRID MUST BE HAND DUG TO PROTECT GEO-GRID. IF GEO-GRID MUST BE CUT TO INSTALL TREES, APPROVAL MUST BE GIVEN BY OWNER'S REPRESENTATIVE PRIOR TO DOING WORK.
16.

ALL TREES IN SEED OR TURF AREAS SHALL RECEIVE MULCH RINGS. OBTAIN APPROVAL FROM OWNER'S REPRESENTATIVE FOR ANY TREES THAT WILL NOT BE MULCHED FOR EXCESSIVE MOISTURE REASONS.
17.

SHRUB, GROUNDCOVER AND PERENNIAL BEDS ARE TO BE CONTAINED BY 4" x 14 GAUGE GREEN, ROLL TOP, INTERLOCKING TYPE EDGER, RYERSON OR EQUAL. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS, WALKS OR SOLID FENCES WITHIN 3" OF PRE-MULCHED FINAL GRADE. EDGER SHALL NOT BE REQUIRED TO SEPARATE MULCH TYPES UNLESS SPECIFIED ON THE PLANS.
18.

ALL SHRUB BEDS ARE TO BE MULCHED WITH MIN.3" DEPTH, SHREDDED BARK NATURAL BROWN LANDSCAPE MULCH OVER SPECIFIED GEOTEXTILE WEED CONTROL FABRIC. ALL GROUND COVER AND PERENNIAL FLOWER BEDS SHALL BE MULCHED WITH 3" DEPTH SHREDDED BARK NATURAL BROWN LANDSCAPE MULCH. NO WEED CONTROL FABRIC IS REQUIRED IN GROUNDCOVER OR PERENNIAL AREAS.
19.

AT SEED AREA BOUNDARIES ADJACENT TO EXISTING NATIVE AREAS, OVERLAP ABUTTING NATIVE AREAS BY THE FULL WIDTH OF THE SEEDER.
20.

EXISTING TURF AREAS THAT ARE DISTURBED DURING CONSTRUCTION, ESTABLISHMENT AND THE MAINTENANCE PERIOD SHALL BE RESTORED WITH NEW SOD TO MATCH EXISTING TURF SPECIES. DISTURBED NATIVE AREAS WHICH ARE TO REMAIN SHALL BE OVER SEEDED AND RESTORED WITH SPECIFIED SEED MIX.
21.

CONTRACTOR SHALL OVER SEED ALL MAINTENANCE OR SERVICE ACCESS BENCHES AND ROADS WITH SPECIFIED SEED MIX UNLESS OTHERWISE NOTED ON THE PLANS.
22.

ALL SEEDED SLOPES EXCEEDING 25% IN GRADE (4:1) SHALL RECEIVE EROSION CONTROL BLANKETS. PRIOR TO INSTALLATION, NOTIFY OWNER'S REPRESENTATIVE FOR APPROVAL OF LOCATION AND ANY ADDITIONAL COST IF A CHANGE ORDER IS NECESSARY.
23.

WHEN COMPLETE, ALL GRADES SHALL BE WITHIN +/- 1/8" OF FINISHED GRADES AS SHOWN ON THE PLANS.
24.

WHEN PLANTER URNS ARE SHOWN ON PLANS, CONTRACTOR SHALL INCLUDE THE FOLLOWING: PLANTER MIX, ANNUAL FLOWER PLANTING PROGRAM (INCLUDES 2 PLANTINGS FOR THE 1ST YEAR (SPRING AND FALL), UNLESS OTHERWISE SPECIFIED, CONTRACTOR TO PROVIDE ANNUAL PLANTING SELECTION FOR REVIEW BY OWNER. IRRIGATION FOR PLANTERS TO BE ON SEPARATE ZONE(S), CONTRACTOR TO COORDINATE PLACEMENT OF NECESSARY SLEEVING PRIOR TO PLACEMENT OF PAVEMENT.
25.

PRIOR TO THE PLACEMENT OF MULCH AND WEED FABRIC, A GRANULAR, PRE-EMERGENT, WEED CONTROL AGENT SHALL BE ADDED TO ALL PLANTING BEDS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTION, EXCEPT AROUND ORNAMENTAL GRASSES.
26.

THE CONTRACTOR IS EXPECTED TO KNOW AND UNDERSTAND THE TOWN AND COUNTY SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION. IN CASES OF DISCREPANCIES THE HIGHER OF THE TWO STANDARDS SHALL HAVE PRECEDENCE.
27.

THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL IMPROVEMENTS SHOWN OR INDICATED ON THE APPROVED LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT.

LOT COVERAGE

LOT AREA:	42,000 SF
BUILDING AREA:	28,219 SF
MIXED USE BUILDING	23,346 SF
FOOTE'S REST:	2,871 SF
HOTEL:	802 SF
STALEY HOUSE:	773 SF
BLACKSMITH SHOP:	427 SF
LANDSCAPE AREA:	
SQUARE FEET:	13,781 SF
PERCENT COVERAGE:	32.8%

PLANTING SCHEDULE

QTY.	SYM.	COMMON NAME	BOTANICAL NAME	SIZE & COND.	EXPOSURE	WATER
DECIDUOUS TREES (30)						
	3	ANG	QUAKING ASPEN (SINGLE STEM)	POPULOUS TREMULOIDES	3" CAL, B&B	SUN
	1	ANC	QUAKING ASPEN (CLUMP)	POPULOUS TREMULOIDES	6-8' HT, B&B, CLUMP, COLLECTED	SUN
	3	NAR	NARROWLEAF COTTONWOOD	POPULOUS ANGUSTIFOLIA	3" CAL, B&B	SUN
	1	SHC	SHUBERT CHOKECHERRY	PRUNUS VIRGINIANA 'SHUBERT'	3" CAL, B&B	SUN/PART
	8	SHC	SHUBERT CHOKECHERRY	PRUNUS VIRGINIANA 'SHUBERT'	2" CAL, B&B	SUN/PART
	10	NCH	NATIVE CHOKECHERRY	PRUNUS VIRGINIANA	2" CAL, B&B	SUN/PART
	2	RMG	ROCKY MOUNTAIN GLOW MAPLE	ACER GRANDIDENTATUM 'SCHMIDT'	3" CAL, B&B	SUN/PART
	2	LTC	JAPANESE TREE LILAC (CLUMP)	SYRINGA RETICULATA	6-8' HT, CLUMP	SUN
EVERGREEN TREES (8)						
	1	FOX	BRISTLECONE PINE	PINUS ARISTATA	10' HT. MIN., B&B, NURSERY GROWN	SUN/PART
	3	FOX	BRISTLECONE PINE	PINUS ARISTATA	8' HT. MIN., B&B, NURSERY GROWN	SUN/PART
	2	CCF	WHITE FIR	ABIES CONCOLOR	6' HT. MIN., B&B	SUN/PART
	2	HOO	HOOPSI SPRUCE	PICEA PUNGENS 'HOOPSI'	6' HT. MIN., B&B	SUN
EVERGREEN SHRUBS (4)						
	4	BRO	BROADMOOR JUNIPER	JUNIPERUS SABINA 'BROADMOOR'	#5 CONT.	SUN/PART
DECIDUOUS SHRUBS (14)						
	2	CAC	PEKING COTONEASTER	COTONEASTER LUCIDUS	#5 CONT.	SUN/PART
	4	NMO	MOUNTAIN NINEBARK	PHYSOCARPUS MONOGYNUS	#5 CONT.	SUN/PART
	2	ALS	URAL FALSE SPIREA	SORBARIA SORBIFOLIA	#5 CONT.	SUN/PART
	2	RWO	WOODS ROSE	ROSA WOODSII	#5 CONT.	SUN/PART
	2	RLR	REDLEAF ROSE	ROSA GLAUCA 'RUBRIFOLIA'	#5 CONT.	SUN/PART
	2	ART	DWARF ARTIC BLUE WILLOW	SALIX PURPUREA 'NANA'	#5 CONT.	SUN/PART
ORNAMENTAL GRASSES						
	DEC	TUFTED HAIR GRASS	DESCHAMPSIA CESPITOSA	#1 CONT.	SUN	MED
	IRG	INDIAN RICE GRASS	ACHNATHERUM HYMENOIDES	#1 CONT.	SUN	XERIC

LANDSCAPE REQUIREMENTS

REQUIREMENTS
1 TREE PER 1,500 SF OF DEVELOPMENT AREA
1 SHRUB PER 2,500 SF OF DEVELOPMENT AREA
BLOCK 11 AREA: 42,000 SF

BREAK DOWN	REQ.	PROVIDED	EXISTING	TOTAL
TREES	28	38	2	40
DECIDUOUS	18	30	0	30
3" CAL	9	9	0	9
2" CAL	9	18	0	18
BY HEIGHT	N/A	11	0	11
EVERGREEN	10	8	2	10
10' HT.	3	1	2	3
8' HT.	3	3	0	3
6' HT.	4	4	0	4
SHRUBS	17	18	0	18
DECIDUOUS	N/A	4	0	4
EVERGREEN	N/A	14	0	14

* ADDITIONAL TREES ARE PLANTED SMALLER THAN REQUIRED. IT IS STRONGLY BELIEVED THAT THIS IS BETTER FOR THE SITE AND THE HEALTH OF THE PLANTINGS

SUN TOLERANT PERENNIALS (ROOF)

COMMON NAME	BOTANICAL NAME
BPL	BELL FLOWER
RGD	BLACK-EYED SUSAN
DSD	DWARF SHASTA DAISY
CFL	CONE FLOWER SP.
APF	EUROPEAN PASQUE FLOWER
PHR	HUSKER RED PENSTEMON
SMN	MAY NIGHT SALVIA
SES	AUTUMN JOY SEDUM
CMW	WALKER'S LOW CATMINT

SHADE TOLERANT PERENNIALS

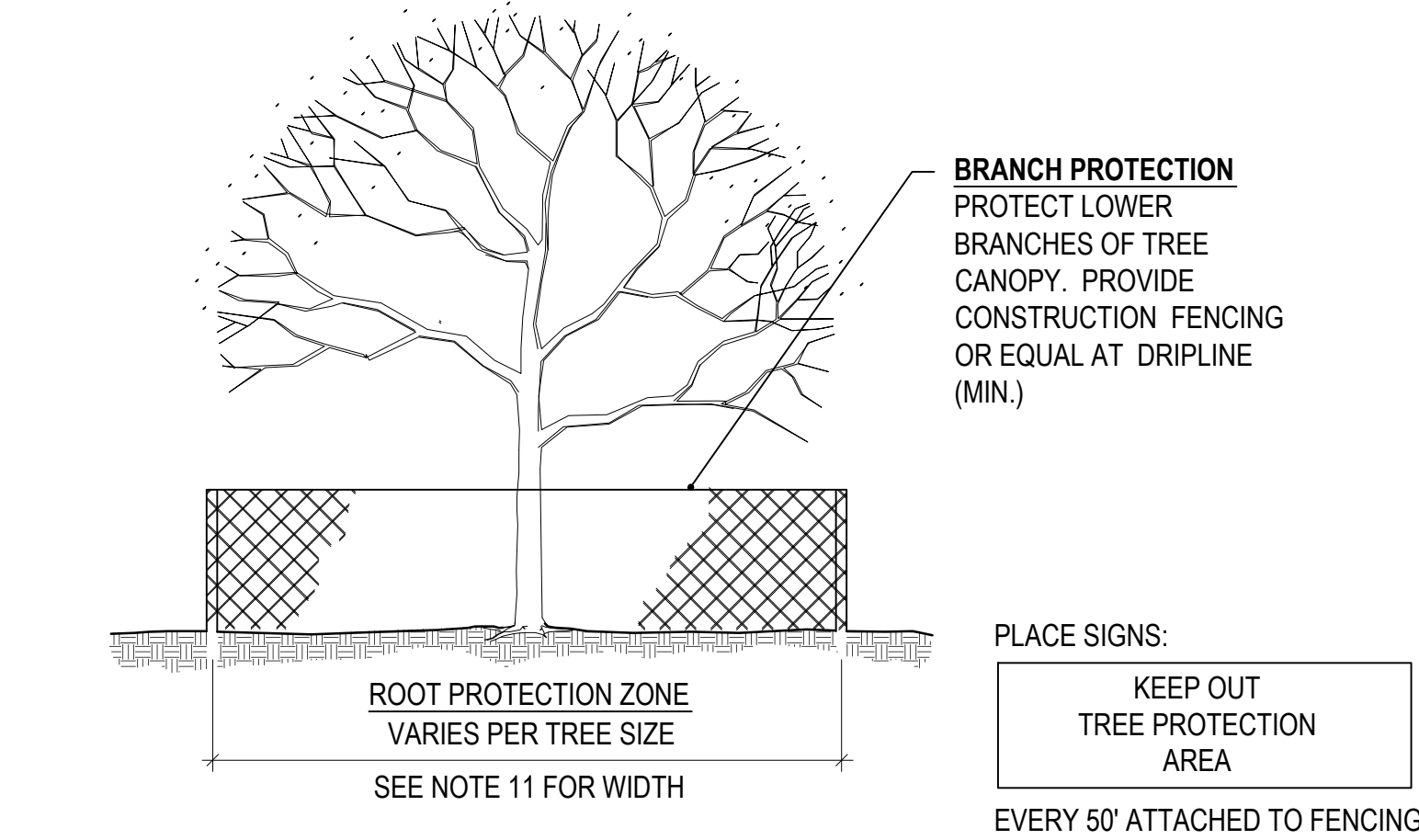
COMMON NAME	BOTANICAL NAME
BBA	BEE BALM
SOM	BISHOP'S WEED
CLR	COLUMBINE SP.
LAE	EDELWEISS
APF	EUROPEAN PASQUE FLOWER
FJF	FALSE FORGET-ME-NOT
IRG	GERMAN BEARDED IRIS
PAN	PANSY SP.
LPD	PURPLE DRAGON NETTLE
WIN	WINDFLOWER

TURF GRASS

COMMON NAME

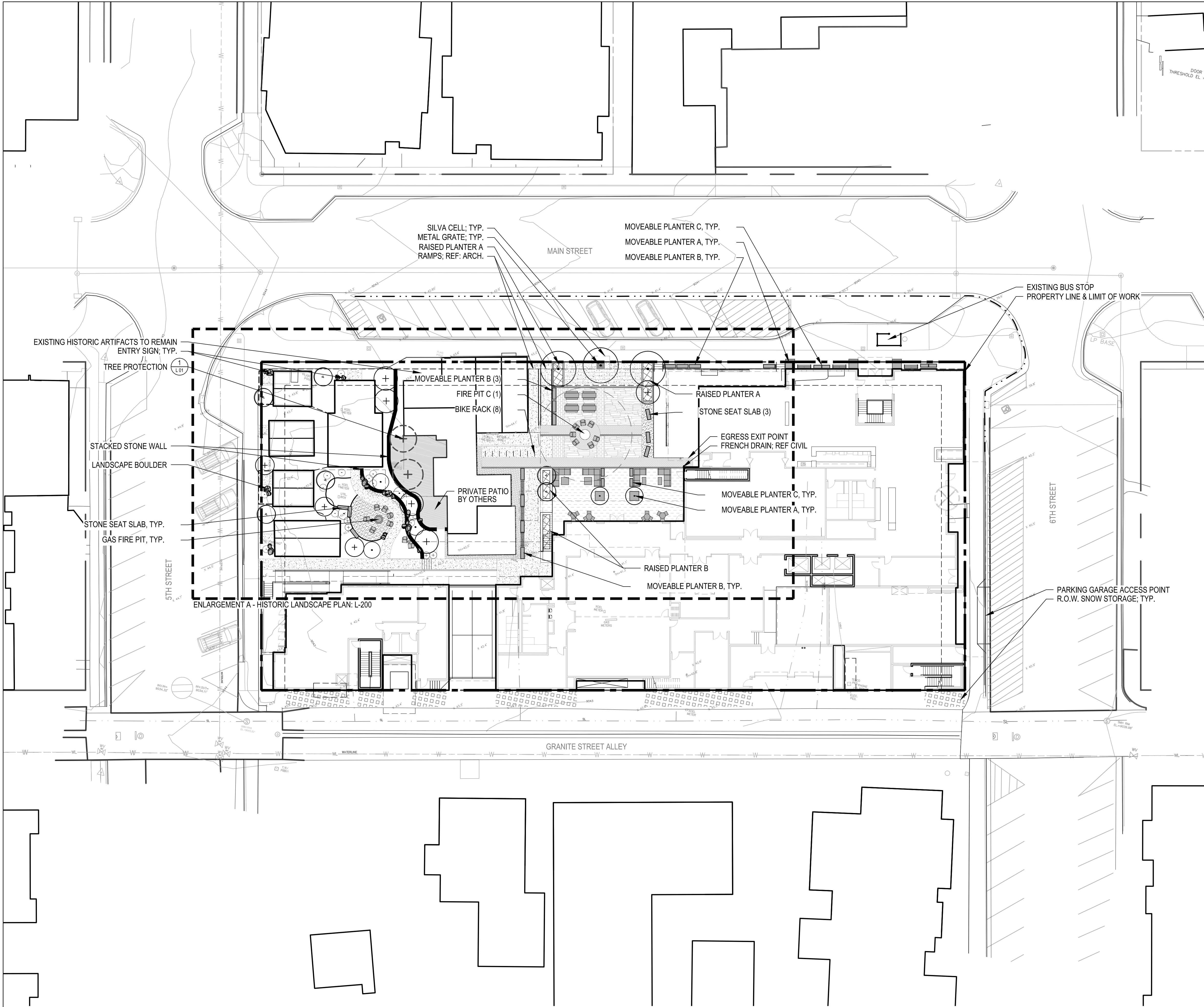
ECOLOTURF (OR APPROVED EQUAL)

LANDSCAPE DETAILS



1 TREE AND SHRUB PROTECTION

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LANDSCAPE LEGEND

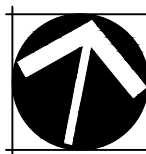
- | | | | |
|--|-------------------------------|--|--------------------|
| | DECIDUOUS TREES | | EVERGREEN SHRUBS |
| | EVERGREEN TREES | | DECIDUOUS SHRUBS |
| | EXISTING TREE TO REMAIN | | COBBLE DRIP EDGER |
| | EDGER | | DECOMPOSED GRANITE |
| | EDGER-SPADE | | CONCRETE |
| | STACKED STONE WALL | | PAVER TYPE 01 |
| | ENLARGEMENT | | PAVER TYPE 02 |
| | PROPERTY LINE & LIMIT OF WORK | | PAVER TYPE 03 |
| | | | PAVER TYPE 04 |

SNOW STORAGE

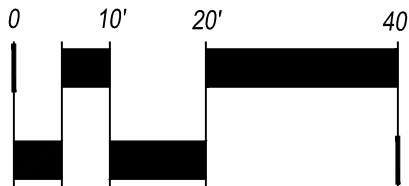
1. ALL SNOW WILL BE MELTED ON SITE.
2. 7' WIDE SNOW STACK AREA AVAILABLE IN THE PUBLIC RIGHT OF WAY.
 - 2.1. 2,300 SF OF SNOW STORAGE IN R.O.W.

NOTES

1. REFERENCE ENGINEER AND SURVEYOR PLANS FOR RESPECTIVE UTILITIES, GRADING AND DRAINAGE.
2. RESEED ALL AREAS WITH SPECIFIED SEED MIX UNLESS OTHERWISE DESIGNATED.
3. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
4. PLANT SYMBOLS ARE SHOWN AT APPROXIMATELY MATURE SIZE.
5. ALL PLANTINGS SHALL BE PLANTED TO AVOID CONFLICTS WITH SIGHT TRIANGLES AND EXISTING AND PROPOSED UTILITIES. NOTIFY LANDSCAPE ARCHITECT OF CONFLICTS.
6. FINAL PLANT LOCATIONS SHALL BE FIELD VERIFIED.
7. PRESERVE AND PROTECT EXISTING TREES AS POSSIBLE. TREE PROTECTION DETAIL AND NOTES PROVIDED.
8. FINAL IRRIGATION DESIGN BY OTHERS. IRRIGATION DESIGN TO BE COORDINATED WITH ENGINEERS AND ARCHITECTS FOR PROPER IRRIGATION RATES.
 - 8.1. GROUND LEVEL
 - ALL TREES AND SHRUBS TO BE IRRIGATED WITH DRIP IRRIGATION
 - ALL TURF, NATIVE GRASS, PERENNIALS AND/ OR ANNUAL BEDS TO BE SPRAY IRRIGATED / INLINE DRIP IRRIGATION.
 - 8.2. 2ND FLOOR AND ROOF TOP
 - ALL PLANTERS AND BEDS TO BE IRRIGATED WITH NETAFIM DRIP IRRIGATION OR APPROVED EQUAL.



NORTH

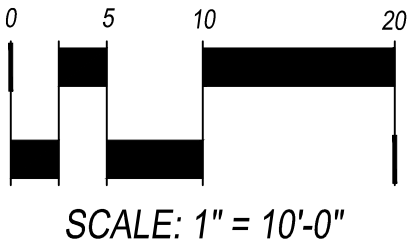
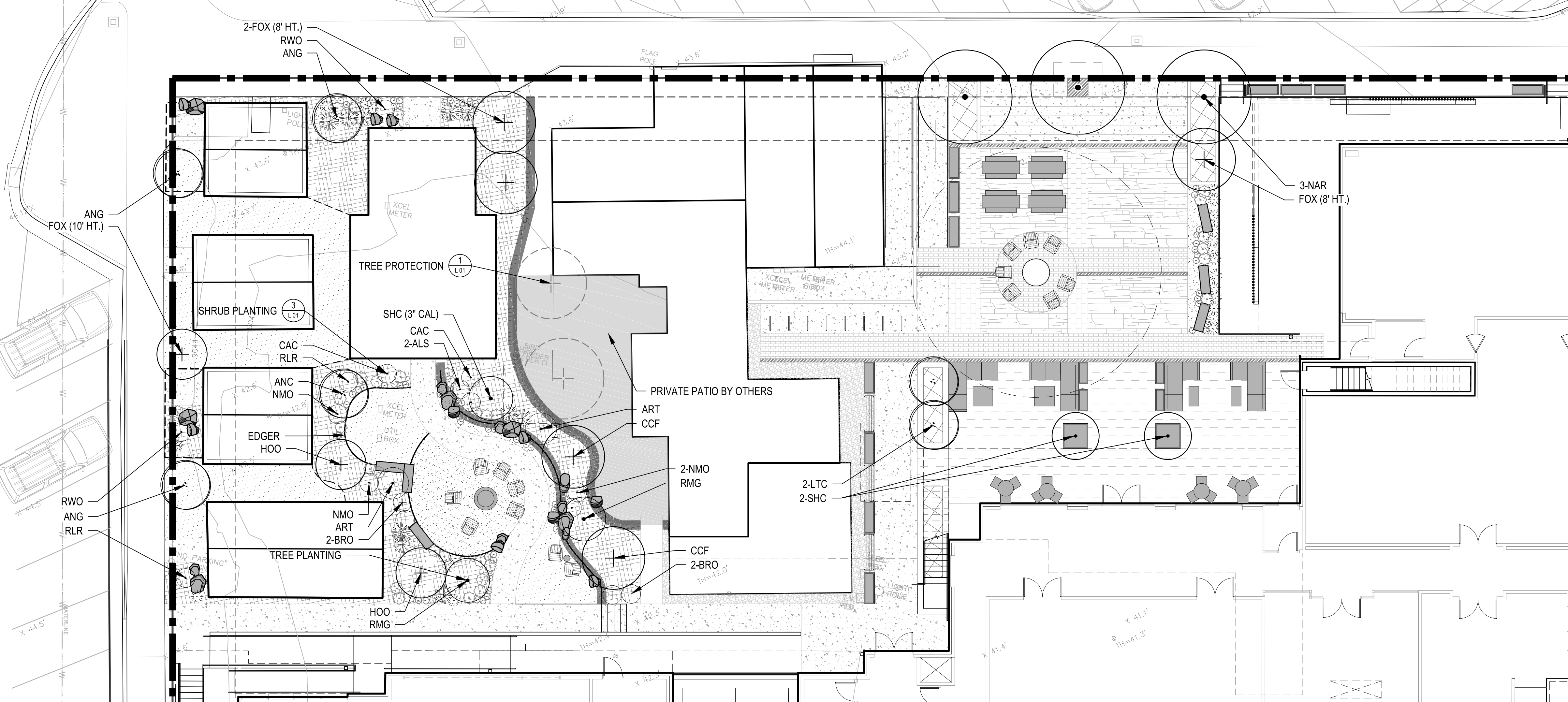


SCALE: 1" = 20'



ENLARGEMENT A - HISTORIC LANDSCAPE PLAN

SCALE: 1" = 10'-0"



LANDSCAPE LEGEND

	DECIDUOUS TREES		SOD
	EVERGREEN TREES		HIGH COUNTRY NATIVE SEED MIX
	EVERGREEN SHRUBS		SHORT NATIVE SEED MIX
	DECIDUOUS SHRUBS		SHADE PERENNIALS
	ORNAMENTAL GRASSES		SHADE PERENNIALS
	PERENNIALS		SUN PERENNIALS
	EXISTING TREE TO REMAIN		MTN WILDFLOWER MIX
	EDGER		COBBLE DRIP EDGER
	EDGER-SPADE		D.G.
	STACKED STONE WALL		CONCRETE
	PROPERTY LINE & LIMIT OF WORK		PAVER TYPE 1
			PAVER TYPE 2
			PAVER TYPE 3
			PAVER TYPE 4

NOTES

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NOT FOR CONSTRUCTION

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 - ALL PLANTERS AND BEDS TO BE IRRIGATED WITH NETAFIM DRIP IRRIGATION OR APPROVED EQUAL.

NOT FOR CONSTRUCTION

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SITE PLAN MODIFICATION RESPONSE TO COMMENT

08.09.2018

FOOTES REST BLOCK II - SITE PLAN MODIFICATION APPLICATION

RE: RESPONSE TO COMMENTS FROM THE COMMUNITY DEVELOPMENT DEPARTMENT

Confirm that there are no proposed changes to future uses of the historic buildings.

Historic buildings will comply with the purchase, sale and development agreement by the Town and Table 2B as submitted in the original development application. Please see Table 2B on page two for reference.

Verify the following dimensions of the proposed setbacks:

Front Setback (Main Street): Staley House and Cabin #1 = 8 feet

Confirmed, 8 feet

Side Setback (South 5th Avenue): Staley House = 2 feet

The Staley house varies from 2' to 5' in setback due to changes in building shape.

Blacksmith Shop = 6 feet

Confirmed, 6 feet

Confirm that the Staley House, Cabin 1, and the Blacksmith Shop do not extend beyond the bulk plane envelope. Submit an updated bulk plane analysis rendering for verification (see original application Exhibit J).

Confirmed. Please reference the revised Exhibit J dated 08/09/2018.

Submit an updated photometric plan verify compliance with the outdoor lighting standards.

Noted, please see the revised updated photometric plan.

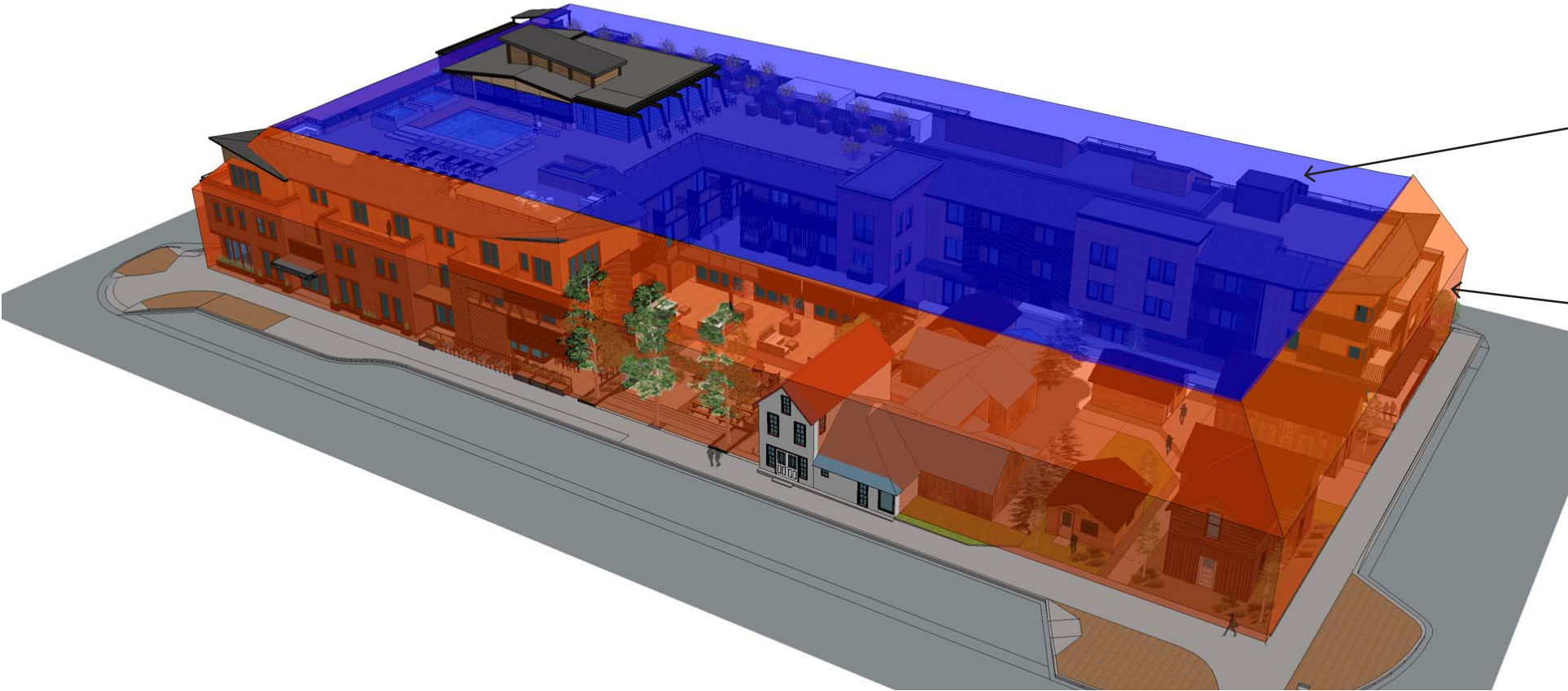




The purchase, sale and development agreement approved by the Town and developer also outlined specific requirements and locations for the historic buildings located on the property. Table 2B summarizes the requirements for the historic buildings as outlined in the agreement and proposed with this application.

TABLE 2B: HISTORIC PRESERVATION REQUIREMENTS AND COMPLIANCE

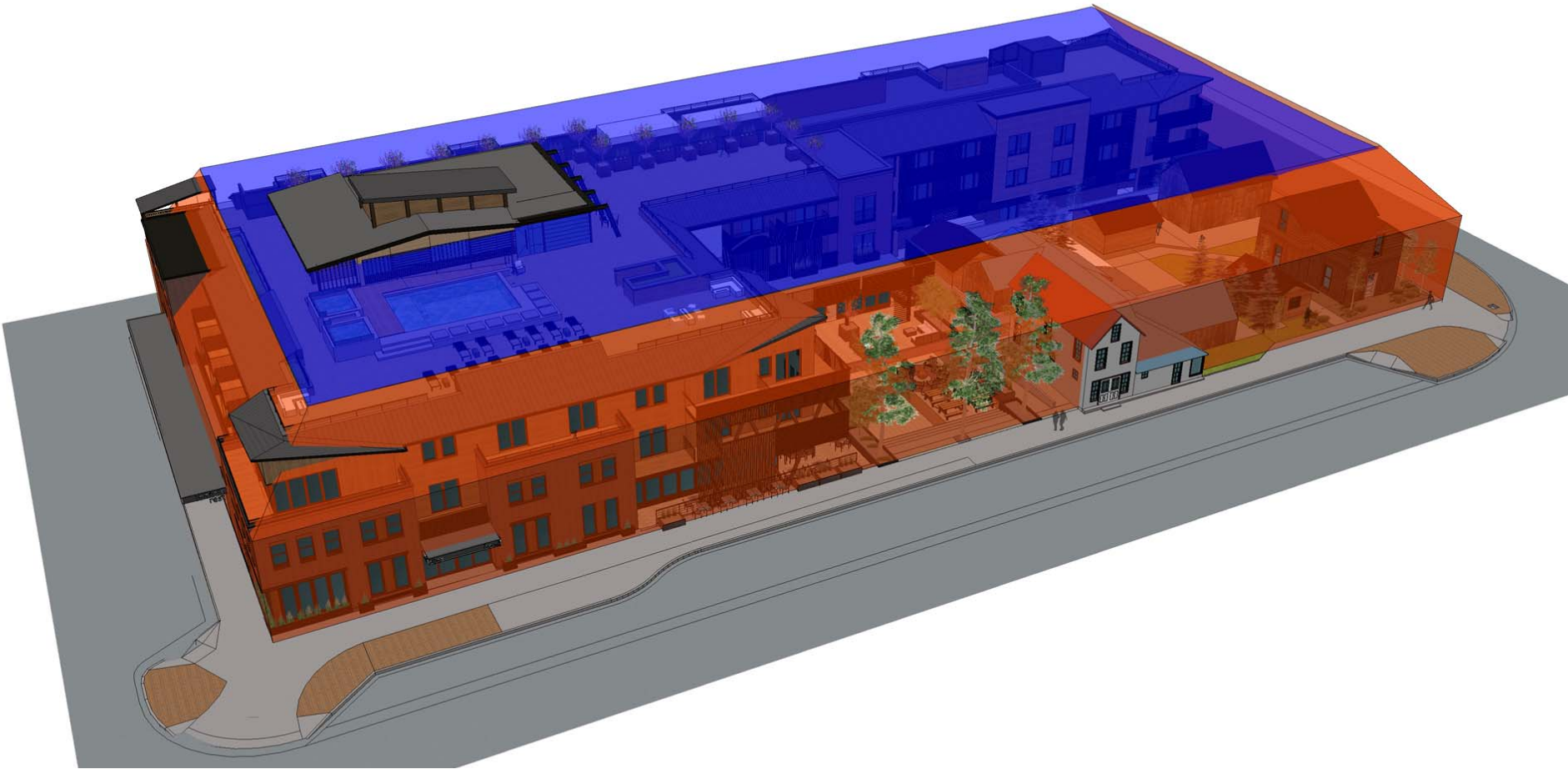
Historic Preservation Requirements:	Permitted Location	Proposed Locations	Proposed Uses
Staley House	Located within the boundaries of the development, adjacent to Main Street and with a 5' front yard. At time of closing a historic preservation covenant for perpetuity and for the purpose of limiting the uses to which may be located into the Staley House.	Adjacent to Main Street on the west side of Foote's Rest yard.	Retail, commercial, or restaurant or bar.
Cabins 1,2,3	Located primarily on the western boundary of the property for Cabins 1,2. Cabin 3 to be preserved on site.	Cabins 1, 2 preserved along Main Street, 5th Avenue, Granite Street alley. Cabin 3 preserved on site.	Retail, commercial, office space, residential or lodging.
Blacksmith Shop	As a result of its degradation, may be replicated rather than preserved in the developer's reasonable discretion.	Proposed reconstruction located along 5th Avenue.	Retail, commercial, office space, residential or lodging.
Foote Home / Foote's Rest	Maintain on site in its existing location, no change in use.	The Foote's Home / Foote's Rest is maintained with the proposal.	Retail, commercial, restaurant, residential or lodging.



Blue indicates 40' height limit above natural / existing grade, typ.

Orange indicates 24'/40' bulk plane, typ.

Northwest / Main Street & 5th Avenue Aerial



Northeast / Main Street & 6th Avenue Aerial

FOOTE'S REST

HOTEL & PLAZA



August 14, 2018



GATEWAY
MANAGEMENT COMPANY



NORRIS DESIGN
Planning | Landscape Architecture | Branding

VICINITY MAP



FOOTE'S REST
HOTEL & PLAZA



GATEWAY
MANAGEMENT COMPANY



NORRIS DESIGN
Planning | Landscape Architecture | Branding

HISTORIC BUILDINGS



[FOOTE'S REST]



[STALEY HOUSE]



[BLACKSMITH SHOP]

FOOTE'S REST
HOTEL & PLAZA



GATEWAY
MANAGEMENT COMPANY

 **BendonAdams**




NORRIS DESIGN
Planning | Landscape Architecture | Branding

HISTORIC BUILDINGS



APPROVED HISTORIC COURTYARD SITE PLAN



FOOTE'S REST
HOTEL & PLAZA

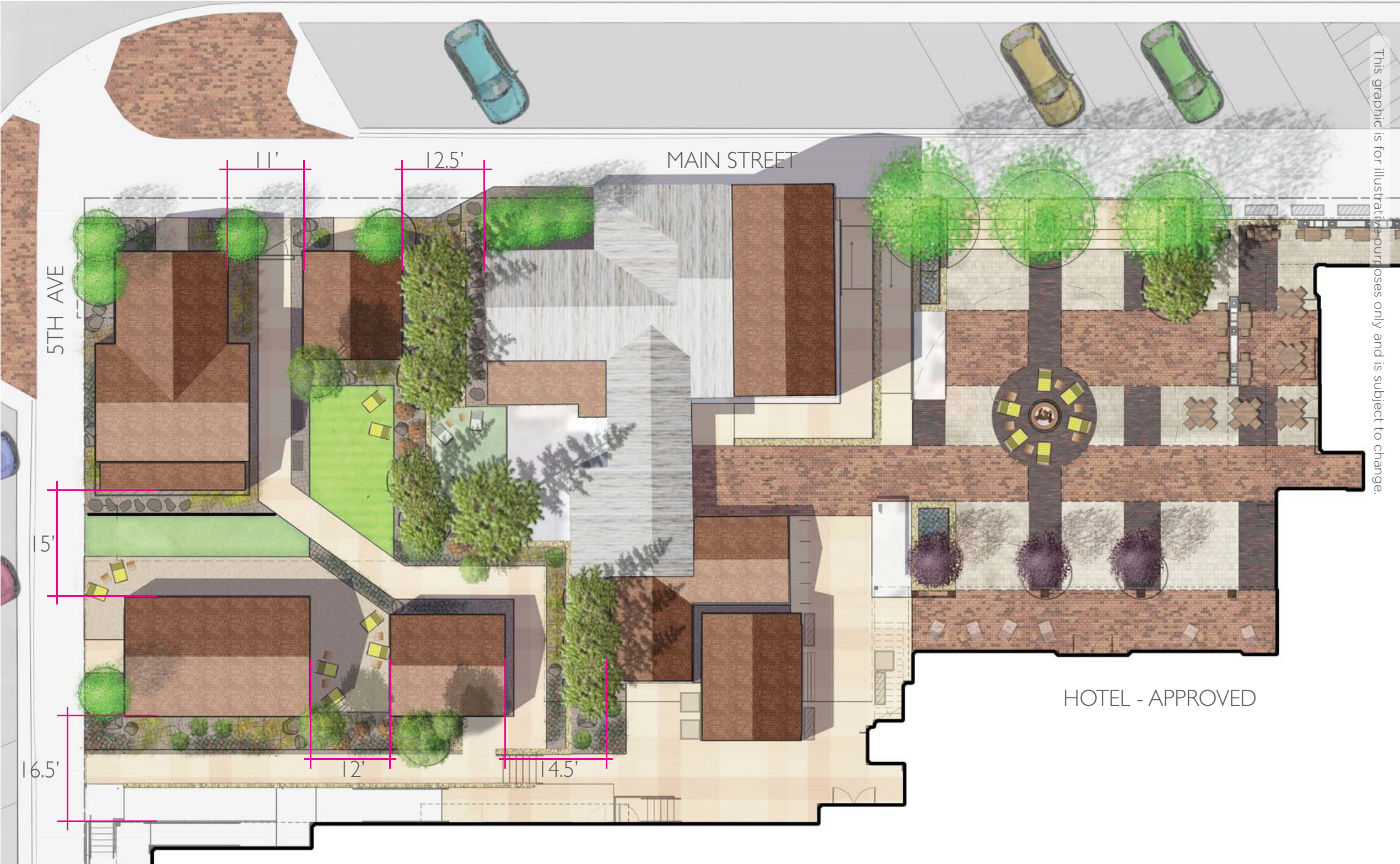


GATEWAY
MANAGEMENT COMPANY



NORRIS DESIGN
Planning | Landscape Architecture | Branding

PROPOSED HISTORIC COURTYARD SITE PLAN



CONCLUSION | THANK YOU!



This graphic is for illustrative purposes only and is subject to change.

Attachment 5

Town Council Staff Memo, Packet and with attachments,
January 23, 2018



TOWN COUNCIL STAFF REPORT

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL

FROM: BILL GIBSON, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: ORDINANCE 18-02, AN ORDINANCE REZONING TO THE HISTORIC OVERLAY (HO) DISTRICT, WHILE MAINTAINING THE UNDERLYING CENTRAL CORE (CC) DISTRICT ZONING, CERTAIN REAL PROPERTY LOCATED AT 502, 510, 512, AND 518 EAST MAIN STREET AND 107 SOUTH 6TH AVENUE AND LEGALLY DESCRIBED AS LOTS 1-12, BLOCK 11, FRISCO TOWNSITE

DATE: JANUARY 23, 2018

Applicant:

Nathaniel Kelly Foote, 512 Main Street LLC
PO Box 307
Frisco, CO 80443

Summary: This is the second reading of Ordinance 18-02, which rezones the property located at 502, 510, 512, and 518 East Main Street/Lots 1-12, Block 11, Frisco Townsite to the Historic Overlay (HO) District. The Applicant, Kelly Foote, is proposing the rezoning of the subject property in conjunction with the construction of a mixed-use development project named "Foote's Rest Block 11". The proposed mixed-use project includes preservation of six (6) historic structures and the construction of a new boutique hotel. For a more complete description of the proposed development, please refer to the attached application materials and the attached January 9, 2018 staff memorandum.

The development application for the proposed mixed-use development project, which included an alternative site plan in which the Staley House is located on the corner of Main Street, was approved with conditions by the Planning Commission on December 7, 2017. The development application involves the use of the following incentives through the proposed HO designation:

- Central Core District: Relief from the 10 foot setback for third floor street-facing wall facades. Portions of the third floor street facing wall façades are setback 0 to 5 feet.
- Main Street Overlay District: Relief from Standard #2.1 which addresses minimum building façade and roof eave articulation. The proposed building is articulated; however, portions of the façades and eaves articulate less than the minimum dimensions.

- Main Street Overlay District: Relief from Standard #4.2 which requires a minimum 6:12 slope for pitched roof elements. The proposed building has a variety of roof types and forms with some pitched roof elements having a slope of 2:12 and 3:12.
- Parking Dimensions and Design: Relief from the minimum 9' x 18.5' horizontal dimension and 8' vertical dimension for parking spaces to accommodate mechanical lift system parking. The zoning regulations are silent on mechanical parking lifts.
- Tandem Parking: Relief from the standard that tandem parking does not qualify as required parking for non-residential uses to allow the proposed valet service and lift system parking to qualify as required parking for the proposed hotel and other on-site commercial uses. The zoning regulations are silent on mechanical parking lifts.

The Planning Commission forwarded a recommendation of approval to the Town Council for the proposed HO designation. The Planning Commission also forwarded a recommendation to the Town Council that the Purchase, Sale and Development Agreement between the Town and the Applicant be amended to allow the Staley House to be located at the corner of East Main Street and South 5th Avenue. The proposed amendments to the agreement are addressed in Ordinance 18-01.

On January 9, 2018, the Town Council approved the first reading of Ordinance 18-02 by a vote of 4-2. The Town Council also expressed its approval of the alternative site plan which locates the Staley House on the corner of East Main Street and South 5th Avenue. At that meeting, the Town Council requested that the following items be addressed at second reading:

- Parking garage fees:

The Town Code does not address fees for parking on private property, and in past the decision of whether or not a business or residential complex charges for on-site parking has been left to the discretion of the property owner and/or operator. Overnight parking is prohibited on the streets of Frisco, so hotel guests with a vehicle are likely to use the proposed parking garage.

- Snow shedding and shoveling of snow along the alley:

The need for rooftop snow fences, snow clips, and other similar snow management techniques to address the potential for snow shedding from building roofs are examined by the Community Development Department Building Division during their review of a building permit application. The Town Code does not allow persons or businesses to push or deposit snow upon any public street, sidewalk, or alley; so it would be unlawful for the owners and/or operators of the proposed hotel to shovel snow from a deck, stair, or other element of the project onto the adjacent roadways.

- Construction management and staging:

The Applicant, Town Staff, and the referral agencies have already been discussing the construction management plan for this project. Construction management plans are reviewed by Town Staff as part of building permit applications. In a November 3, 2017 email from Gateway Management Company, the Applicant presented Staff with an outline for the construction management plan that they intend to submit with their building permit

application. For reference, a copy of the proposed outline has been attached to the staff report. For any large scale construction project, the construction management plan is dynamic and evolves as the projects moves through its various stages of construction. If the Town Council desires, Staff can provide future updates on the status of the project and the construction staging activities associated with the various project milestones.

- Vehicular circulation overview:

The Applicant will present an overview of the proposed vehicular circulation patterns associated with this project at the public hearing.

- Rooftop deck noise:

The Town of Frisco does not have an adopted noise ordinance. Concerns about noise generated by this project and other existing and future businesses along Main Street could be addressed through the Town's adoption of a noise ordinance. If the Town Council has concerns about nighttime noise being generated specifically from this proposed rooftop deck, then the Council could choose to adopt a condition of approval that limits the hours of operation. In considering an appropriate limitation on hours of operation for the rooftop deck, Staff reviewed other provisions of the Town Code related to hours of operation for other activities. Unless otherwise posted, the Town Code establishes the times that the public parks, open space, and recreation areas are open to the public from 6:00 a.m. to 10:00 p.m. The Town Code also allows construction activity-related noise from outside a building from 6:00 a.m. or one-half hour before sunrise to 6:00 p.m. or one-half hour after sunset. Should the Town Council choose to limit the hours of operation for the proposed rooftop deck, Staff recommends the following conditions be adopted:

The hotel's rooftop deck, bar, swimming pool, spa, and associated activities shall not be operated between the hours of 10:00 p.m. and 6:00 a.m.

Public Comment: As of January 17, 2018, the Town Council has received one written public comment since its last meeting. Attached is an email from Sam Eden dated January 10, 2018.

Staff and Planning Commission Recommendation: Should the Town Council choose to APPROVE the proposed rezoning of the subject property to the Historic Overlay (HO) District and want to restrict the hours of operation associated with the proposed rooftop deck, the Community Development Department recommends the following condition:

1. *The hotel's rooftop deck, bar, swimming pool, spa, and associated activities shall not be operated between the hours of 10:00 p.m. and 6:00 a.m.*

Should the Town Council choose to APPROVE the proposed rezoning of the subject property to the Historic Overlay (HO) District, the Community Development Department and the Planning Commission recommend the following findings:

1. *The proposed rezoning application is in general conformance with the principals and policies of the Frisco Community Plan, specifically, the quality of life statements and associated criteria related to the arts & culture, built environment, energy, economy, housing, and health and wellbeing.*

2. *The proposed rezoning application is in general conformance with the Town of Frisco Zoning Regulations, specifically Section 180-18.2, Historic Overlay District, since the subject property, including the six (6) existing historic structures, Foote's Rest (store and residence), Cabin #1-3, Blacksmith Shop and Staley Rouse House, has special historic value and should be designated as historical. The proposed designation of the subject property as a historical property meets the criteria outlined in Section 180-18.2-C.2, as follows:*
 - a. *That the structure(s) are at least fifty (50) years old; because county records and research by the Frisco Historic Museum indicate that the existing Foote's Rest, cabins, blacksmith shop, and the Staley Rouse House are all more than 50 years old.*
 - b. *That the structure(s) or Lot(s) have unique historical significance, because the subject property and structures are listed on the town's Historic Inventory and are of unique and representative architecture of the early days of Frisco. The Foote's Rest building is listed on both the Colorado State Register of Historic Properties and the National Register of Historic Places. The Staley Rouse House is currently listed on the Colorado State Register of Historic Properties. Additionally, the Foote, Staley, and Rouse families are all notable in terms of their historic involvement in the community. The application meets this standard. The Staley Rouse House is significant in terms of the unique architecture it possesses. Notably, the logs of the lower story are oriented in a vertical position with unusual joinery at the corners.*
 - c. *That remodeling has not covered the original features of the structure(s), or that the structure(s) has been or is in the process of being rehabilitated to its original configuration and design, because inspection of the property and historic resource; because the existing Foote's Rest, cabins, blacksmith shop, and the Staley Rouse House will be preserved and non-historic building elements will be removed in accordance with the Secretary of the Interior's Standards for Historic Preservation.*
3. *The proposed rezoning application is in general conformance with the Town of Frisco Zoning Regulations, specifically Section 180-18.2, Historic Overlay District, since the proposed addition, alteration or rehabilitation to a historic structure or feature complies with the following US Secretary of Interior's Standards for Rehabilitation outlined in Section 180-18.2-F.1.*
 - a. *A property shall be used for its historic purposes or be placed in a new use that requires minimal change to the defining characteristics of the structure and its site and environment; because the defining characteristics of all of the historic buildings will be improved or left the same with this development. While the Staley Rouse House will be moved from its original location, its new site will be in conformance with the purchase and sales agreement. Given the zoning of the property for commercial purposes and the allowances for additional development, the relocation is more complimentary versus detrimental to the integrity of the Staley Rouse House. The use of the building will not be residential, its original purpose, but will be put to a commercial use facing Main Street. The character of the Staley Rouse House will be improved as it will be brought back to its original character by removal of the porch and*

outside chimney.

- b. The historic character of a property shall be retained and preserved. The removal of historic materials or alterations of features and spaces that characterize a property shall be avoided; because the historic character of the historic buildings on the site will be retained and preserved. The historic integrity of the Staley Rouse House will be improved by the removal of additions made to the building in the 1980/90s.*
 - c. Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken; because no alterations are proposed that will obscure the historic or physical structure that might lead to a false sense of historic character or time period. The ATM machine feature should be removed and the Foote's Rest building should be repainted and improved to ensure its longevity. Staff will work with the Applicant regarding this matter prior to the historic covenant being assigned and approved by council.*
 - d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved; because while additions have been made to the historic structures over time, Staff is of the opinion that the porch and chimney of the Staley Rouse House should be removed to simplify the look and character of the building in keeping with the original design of the building. These additions are not of particular or valued representation of a time period.*
 - e. Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize a property shall be preserved; because the historic building character will be improved by the project.*
 - f. Deteriorated historic features shall be repaired rather than replaced. When the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence; because all historic buildings will be required to be stabilized, upgraded, and improved to increase the level of preservation over time. The application notes that all rehabilitation will be done in accordance with these standards. The Planning Commission imposed a condition that prior to application for a building permit; the Applicant must submit to the Community Development Department for staff review a written historic preservation prescription for each historic building that demonstrates compliance with these standards. With this condition, the application meets this standard.*
- 4. The proposed relocation of historic structures is required for the renovation, restoration or rehabilitation of the structure and the application mitigates the impacts on the historical importance and architectural integrity of the structures.*

On that basis, it is Staff's and the Planning Commission's

RECOMMENDATION

That the Town Council

ADOPT the recommended findings set forth in the staff memorandums to Town Council dated January 23, 2018, and APPROVE Ordinance 18-02 upon second reading.

Attachments:

- Ordinance No. 18-02
- Public comment letter from Sam Eden 01/10/18
- Construction management plan outline 11/3/17
- Applicant's Power Point presentation 01/09/18
- Staff report to Town Council 01/09/18

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 18-02**

AN ORDINANCE REZONING TO THE HISTORIC OVERLAY (HO) DISTRICT, WHILE MAINTAINING THE UNDERLYING CENTRAL CORE (CC) DISTRICT ZONING, CERTAIN REAL PROPERTY LOCATED AT 502, 510, 512, AND 518 EAST MAIN STREET AND 107 SOUTH 6TH AVENUE AND LEGALLY DESCRIBED AS LOTS 1-12, BLOCK 11, FRISCO TOWNSITE

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, Section 1-4 of the Charter for the Town of Frisco, the Town's authority under Colorado Revised Statutes Section 31-23-301, and the authority of the Town Council under Section 18-18.2 of the Code of Ordinances of the Town ("Code"); and

WHEREAS, the owner of certain real property located at 502, 510, 512, and 518 East Main Street and 107 South 6th Avenue and legally described as Lots 1-12, Block 11, Frisco Townsite (hereinafter the "Property") has made application to the Town for the designation of the Property as being within the Historic Overlay (HO) District; and

WHEREAS, pursuant to the provisions of Section 180-18.2 of the Code, on July 13, 2017, November 2, 2017, and December 7, 2017, the Town Planning Commission conducted public hearings concerning the owner's application for the HO District designation; and

WHEREAS, also on November 2, 2017 and December 7, 2017, the Town Planning Commission conducted public hearings concerning the owner's development application for the Property; and

WHEREAS, after the public hearing, the Planning Commission recommended that the Town Council approve the designation of the Property as being within the HO District; and

WHEREAS, conditioned upon the Council's approval of the HO District designation for the Property, the Planning Commission also approved the development application for the Property; and

WHEREAS, the conditionally-approved development application contains certain modifications and waivers of underlying zoning standards as an incentive for the preservation of the historic "Staley House"; "Foote's Rest private residence and Sweet Shop"; "Cabin 1", "Cabin 2", "Cabin 3"; and "Blacksmith Shop" on the Property; and

WHEREAS, on January 9, 2018, the Town Council conducted a public hearing and received evidence on the question of whether the Property should be designated as being within the HO District.

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

Section 1. Findings. Based on the testimony and documents received and considered at the public hearing on this matter, the Town Council FINDS THAT:

- A. The application for designation of the Property as within the HO District is in general conformance with the Town of Frisco Zoning Regulations, specifically Section 180-18.2, Historic Overlay District, because the Property, including the existing historic "Staley House"; "Foote's Rest private residence and Sweet Shop"; "Cabin 1", "Cabin 2", "Cabin 3"; and "Blacksmith Shop" have special historical value. The collection of historic structures serves as a reflection of various time periods in Frisco's history including the early mining and settlement era. These structures also represent the story of the Staley, Rouse, and Foote families and their legacies in the community; and

- B. As indicated by records in the Frisco Historic Museum, the “Staley House”; “Foote’s Rest private residence and Sweet Shop”; “Cabin 1”, “Cabin 2”, “Cabin 3”; and “Blacksmith Shop” located on the Property are more than fifty (50) years old; and
- C. The Property and the “Staley House”; “Foote’s Rest private residence and Sweet Shop”; “Cabin 1”, “Cabin 2”, “Cabin 3”; and “Blacksmith Shop” have unique historical significance, because the Property and structures are listed on the town’s Historic Inventory and are of unique and representative architecture of the early days of Frisco. The Foote’s Rest building is listed on both the Colorado State Register of Historic Properties and the National Register of Historic Places. The Staley House is currently listed on the Colorado State Register of Historic Properties. Additionally, the Foote, Staley, and Rouse families are all notable in terms of their historic involvement in the community. The Staley House is significant in terms of the unique architecture it possesses. Notably, the logs of the lower story are oriented in a vertical position with unusual joinery at the corners; and
- D. Remodeling has not covered the original features of the “Staley House”; “Foote’s Rest private residence and Sweet Shop”; “Cabin 1”, “Cabin 2”, “Cabin 3”; and “Blacksmith Shop”, and the structures are in the process of being rehabilitated to their original configuration or design; and
- E. The modifications and waivers of underlying zoning standards evidenced by the conditionally-approved development application for the Property are appropriate incentives for the preservation of the historic “Staley House”; “Foote’s Rest private residence and Sweet Shop”; “Cabin 1”, “Cabin 2”, “Cabin 3”; and “Blacksmith Shop” on the Property.

Section 2. Designation. The real property located at 502, 510, 512, and 518 East Main Street and 107 South 6th Avenue and legally described as Lots 1-12, Block 11, Frisco Townsite, is hereby designated as being within the Historic Overlay (HO) District, with the underlying Central Core (CC) District zoning to remain in place.

Section 3. Zoning Map. The Director of the Community Development Department shall cause the Frisco Zoning Map to be amended to reflect the HO District designation approved by this Ordinance:

Section 4. Effective Date. This ordinance shall become effective in accordance with the home-rule Charter of the Town of Frisco, Colorado.

INTRODUCED, READ AND ORDERED PUBLISHED AND POSTED ON ITS FIRST READING THIS 9TH DAY OF JANUARY, 2018.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 23RD DAY OF JANUARY, 2018.

TOWN OF FRISCO, COLORADO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

From: Sam Eden [<mailto:se@novainsights.com>]
Sent: Wednesday, January 10, 2018 11:35 AM
To: Boilard, Brodie
Subject: Re: Sam Eden has shared a file with you using Dropbox

Hi Brodie,

Thank you very much for assisting me last night. I greatly appreciated it since it was my first council meeting.

For what ever its worth...

I like the basic design of the project, but....

After hearing everything and participating last night, I am a pessimist, but a bit hopeful that before the project goes forward, breaking ground, all the unanswered questions related to the project are taken care of before any digging starts. With all my years of working and project planning and execution, I've never seen a project with so many loophole and outstanding questions. For example they have no idea of how they will run the hotel except to say they would partner with a hospitality company to run it? I can already visualize many issues that the town residence and visitors will have to endure and pay for... From my perspective, the decision was also a forgone conclusion and I feel like I wasted my time and energy through out the process.

Noise: I just want to reinforce the need for a Frisco town noise ordinance for outdoor / indoor with open windows/doors such as the rooftop bar or any bar that has sound/noise/music that goes beyond their physical structure in any direction. Let's say after 8pm when children might be in bed? But, I have no expectations it will happen.

Parking lifts: They will work and can work well; it is a effective and inexpensive way to increase parking availability, but not when the garage height, according to their plans is approximately 14' regardless of what the lift sales people say. It is physically impossible with cars we see here in the mountains; the height should be close to 20' tall in-order to accommodate SUVs and actually work ... so if they increase the garage height, it is an effect solution. I suggest going to the supplier in Denver they mentioned and put a Yukon or Kelly's big truck on the lift and add a Subaru or Ford Explore, underneath or on top, and measure from the floor to the top of the vehicle and add the proper overhead clearance. I fully expect if it is not done and plans change to accommodate the extra height, Frisco residence will have to deal with the hotels parking shortfall and each Frisco taxpayer will pay for the oversight. I have a motto that goes like this ... trust, but verify ... especially the claims made last night.

Height: Again, to go from 40' to over 53' in height is a gross departure from the intent of the code and is a really bad precedence to set. And I do have to say, I have a vested interest in this one. I will lose a substantial portion of my south/southeastern mountain view.

Again, thank you very much for your assistance last night.

Wishing you happiness and health in 2018 and beyond,
Sam

On Jan 9, 2018, at 6:36 PM, Sam Eden (Nova Insights) <se@novainsights.com> wrote:

Hi Brodie,

Thank you very much.

Here's a link to "Frisco Planning Commission Letter 20170723.docx" in my Dropbox:

<https://www.dropbox.com/s/jsb661eik84pell/Frisco%20Planning%20Commission%20Letter%2020170723.docx?dl=0>

Sam Eden
507 E Main Street, #206
Frisco, CO 80443
720.535.6923

August 1, 2017

Bill Gibson, Assistant Community Development Director Planning
Commission Town of Frisco PO Box 4100
Frisco, CO 80443

Subject: Town of Frisco Planning File No. 079-17-SK/RZ: Location: 510, 512, and
518 East Main Street and 107 South 6th Avenue/Lots 1-12, Block 11, Frisco
Townsite

Dear Bill and Planning Commission Members,

We have several major concerns with this project That we would like to bring to your attention: 1. Parking; 2. Structure exceeding maximum allowable height; 3. Noise pollution due to the rooftop pool and multiple outdoor bars; and 4. Snow removal.

1. Parking: The Town of Frisco requires one parking space for every residential bedroom that is built. In this case the proposal has 65 guest rooms, but only proposing 33 parking spaces. There are several issues with this. First, there are no parking spaces for any of the staff working there to include the workers room. Second, Frisco is not a final destination resort like Vail or Breckenridge. Frisco is a quaint mountain town with many full time residents. In my judgment, each one of the hotel rooms will require at least one parking space per room and possibly two per room. As it is, Breckenridge is gross deficiency of parking spaces and so does Frisco. Third, The town of Frisco has minimal overnight parking spaces limited to just a few at the east side of town and maybe a couple of dozen at the far west side of town. Where are the workers and overflow parking going to park. As it is, even during the day and evening, parking is at capacity with very limited spaces along Main Street, especially during peak summer and winter seasons.

2. Rooftop Deck Structure: The proposed rooftop deck height of the structure exceeds the maximum allowable. It appears the plan attempts to maneuver around the restrictions. Zoning permits exceeding the 35' flat roof and 40' peaks limit by steeples, cupolas etc. and the proposal has such a structure on top of the roof large enough just so they're able to add elevators and bathrooms that would, on their own, exceed the town height restrictions. This is an attempt to add height to the structure and circumvent the rules. One major effect, it would restrict the sun from hitting the Main Street sidewalk. It would also restrict or block visibility of the surrounding mountain vistas. If the Town of Frisco allows for this exception for this

proposal, will it allow for all? Frisco has charm that the other local towns do not have and the Town, in the past, has worked to maintain its charm.

3. Noise pollution generated by the rooftop pool, multiple outdoor bars: Since these would be considered bars, outdoor bars, the acceptable noise level is considerably high. Additionally a rooftop bar noise would carry much farther than the current noise travels and would disturb even more surrounding residence and visitors alike. The Foote's have proven to be poor neighbors when it comes to noise level in the past and I would expect them to continue their attitude toward the local residence and visitors' residents alike. There were multiple complaints from local residents in the past.

4. Snow removal: This is more of a question. How will they deal with snow removal?

Thank you for entertaining our concerns. We hope you will take them into consideration when assessing the merits of this project in determining whether it benefits the Town of Frisco as a whole.

Sincerely and respectfully,

Sam and Rebecca Eden



Bill Linfield
Town Engineer
Town of Frisco
linfieldphoto@gmail.com

RE: Foote's Rest Inn and Suites

Dear Bill:

Pursuant to our discussions in person and your subsequent request, I am outlining below our project approach to address questions and/or concerns that might be raised by the Town of Frisco relative to the construction process on the subject property.

As a part of the building permit process and prior to issuance of a permit by the Town of Frisco, Foote's Rest and its construction team will provide a thorough and complete construction management plan for the project. Below is an outline of the contents of that plan:

Table of Contents

Section 2.0	Project Location
	2.1 Disturbance Area
	2.2 Location
	2.3 Description of Work
Section 3.0	Project Documentation
	3.1 Permits/Other Documents
	3.2 Public Notification Plan
	3.3 Project Signage
	3.4 Contact Designation for Project and Emergencies as well as Agencies involved.
Section 4.0	Project Implementation
	4.1 Dates of Construction
	4.2 Hours of Construction
	4.3 Schedule (Sequence) of Construction
	4.4 Adjoining Properties and Impacts
	4.5 Project Fencing
	4.6 Public Health, Welfare and Safety
	4.7 Protection of Natural Environment and Existing Structures

- Section 5.0 Site and Right of Way Management**
 - 5.1 Right of Way Management Plan
 - 5.2 Emergency Vehicle Access and Procedures
 - 5.3 Construction Parking Details
 - 5.4 Staging Areas
 - 5.5 Right of Way Impacts and Limitations
 - 5.6 Construction Trailers, Material Storage and Waste Management
- Section 6.0 Traffic Control**
 - 6.1 General
 - 6.2 Haul Routes
 - 6.3 Onsite Vehicle Limitations
 - 6.4 Delivery Requirements
 - 6.5 Traffic Control Plan
 - 6.6 Provision for Transit Stops and Routes
- Section 7.0 Pedestrian Protection**
 - 7.1 General
 - 7.2 Temporary Crossings
 - 7.3 Temporary Sidewalks and Protection
- Section 8.0 Sediment and Erosion Control**
 - 8.1 Requirements
- Section 9.0 Fugitive Dust Control**
 - 9.1 Fugitive Dust Control Plan
 - 9.2 Requirements
- Section 10.0 Emissions**
 - 10.1 General
 - 10.2 Emissions from Diesel Powered Engines

Exhibits:

- Exhibit A Project Vicinity Map
- Exhibit B Sequencing Plan
- Exhibit C Construction Schedule
- Exhibit D Site Logistics Plan
- Exhibit E Right of Way Traffic Control Plan
- Exhibit F Storm Water Management Plan

In addition to the information contained above, we discussed the fact that there would be impacts to improvements in the rights of way adjoining the property such as curb, asphalt, sidewalk, etc....As a part of the overall construction documentation there will be a provision for repair and/or replacement of impacted improvements. We also discussed the fact that in order to implement the improvements considered in this project, there will be a need for Right of Way encroachment permits. The majority of these will be temporary encroachments, but as we discussed in our

meeting there will be some permanent subsurface encroachments that may include, but not be limited to footings, soil retention systems and perimeter drain systems.

Please feel free to contact me with any further questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "R.E. Daniel, Jr.", is positioned above the typed name.

Robert E. Daniel, Jr.
Principal

cc: Bill Gibson – Town of Frisco
Rick Weinman – Town of Frisco
Megan Testin – Norris Design
Elena Scott – Norris Design
Craig Lawrence – R+B Architects
Scott McHale – R+B Architects
Kevin Vecchiarelli – JVA
Kelly Foote

FOOTE'S REST

HOTEL & PLAZA



JANUARY 9, 2018

IMPRINT
HOSPITALITY

JWA
CONSULTING ENGINEERS

GATEWAY
MANAGEMENT COMPANY

BendonAdams

rk
rowland+broughton
architecture / urban design / interior design

NORRIS DESIGN
Planning | Landscape Architecture | Branding

PROJECT TEAM



NORRIS DESIGN

Planning | Landscape Architecture | Branding

409 Main Street, Ste 207, Frisco
Colorado 80443

rowland+broughton

234 E. Hopkins Avenue, Aspen
Colorado 81611

BendonAdams

300 S. Spring St. #202, Aspen
Colorado 81611

GATEWAY

MANAGEMENT COMPANY

PO Box 1358
Aspen, CO 81612



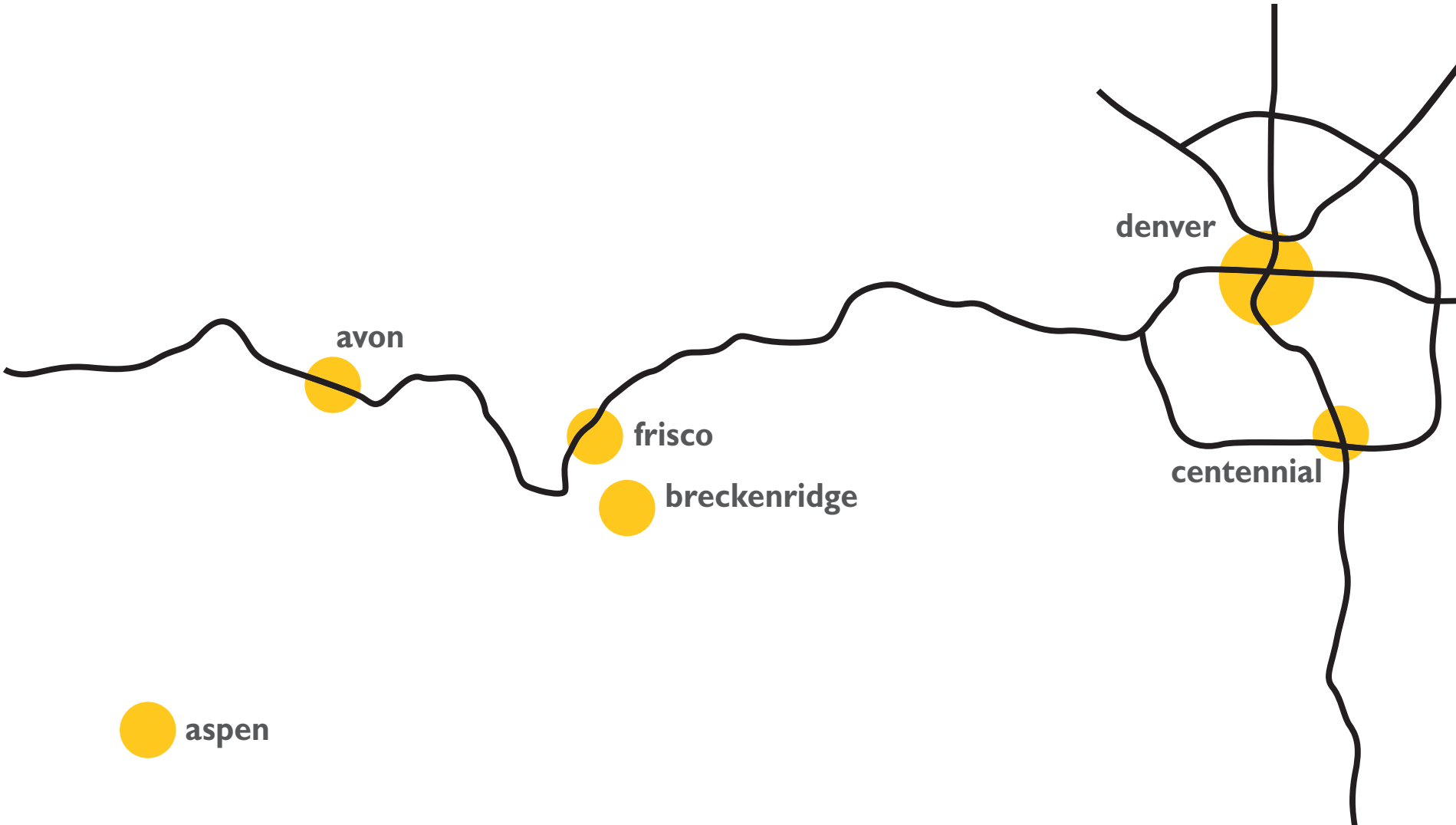
CONSULTING ENGINEERS

1512 Larimer Street Suite 710
Denver CO, 80202

IMPRINT

HOSPITALITY

1512 Larimer Street Suite 710
Denver CO, 80202



OTHER TEAM MEMBERS

CTL | Thompson, Inc.

1790 Airport Road, Unit 2
Breckenridge, CO 80424

Schmidt Land Surveying Inc.

PO Box 5761
Frisco, Co 80443

AEC, Inc.

40801 US Hwy 6, Ste 214
Avon, CO 81620

Leonard Rice Engineers, Inc.

1221 Auraria Parkway
Denver, CO 80204

KL&A

1875 Lawrence Street, #700
Denver, Colorado 80202

Felsburg Holt & Ullevig, Inc.

6300 S. Syracuse Way, Suite 600
Centennial, CO 80111

FOOTE'S REST

HOTEL & PLAZA



AGENDA

VISION

SITE PLAN

ARCHITECTURE

HISTORIC PRESERVATION

MODERN
CABINS
COOKING FACILITIES



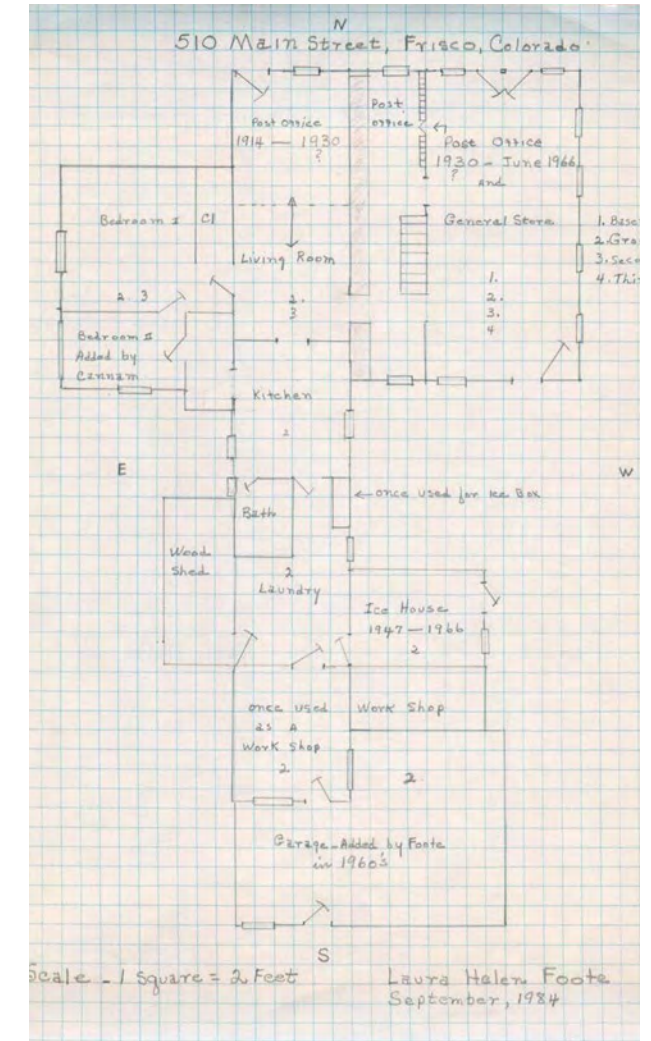
VISION | PRESERVATION

LOUIS WILDHACK

- Clerk for the Dillon mining office
- Postmaster and general store manager

WILDHACK'S - FRISCO ASSAY

- Built in 1880's as the towns assay office
- Served as the Town Post Office, general store, private residence, gas station and cabin motel
- Was the general meeting place for citizens and town hub



FOOTE FAMILY

- Robert Stuart and Laura Helen Foote purchase building in April 1946
- Robert served as Post Master from 1947-1965
- Helen Foote lived in the house until she passed in 2006
- It still remains in the Foote Family today and currently operates as a restaurant, private residence, and sweet shop



FOOTE'S REST
HOTEL & PLAZA

IMPRINT
HOSPITALITY

JWA
CONSULTING ENGINEERS

GATEWAY
MANAGEMENT COMPANY

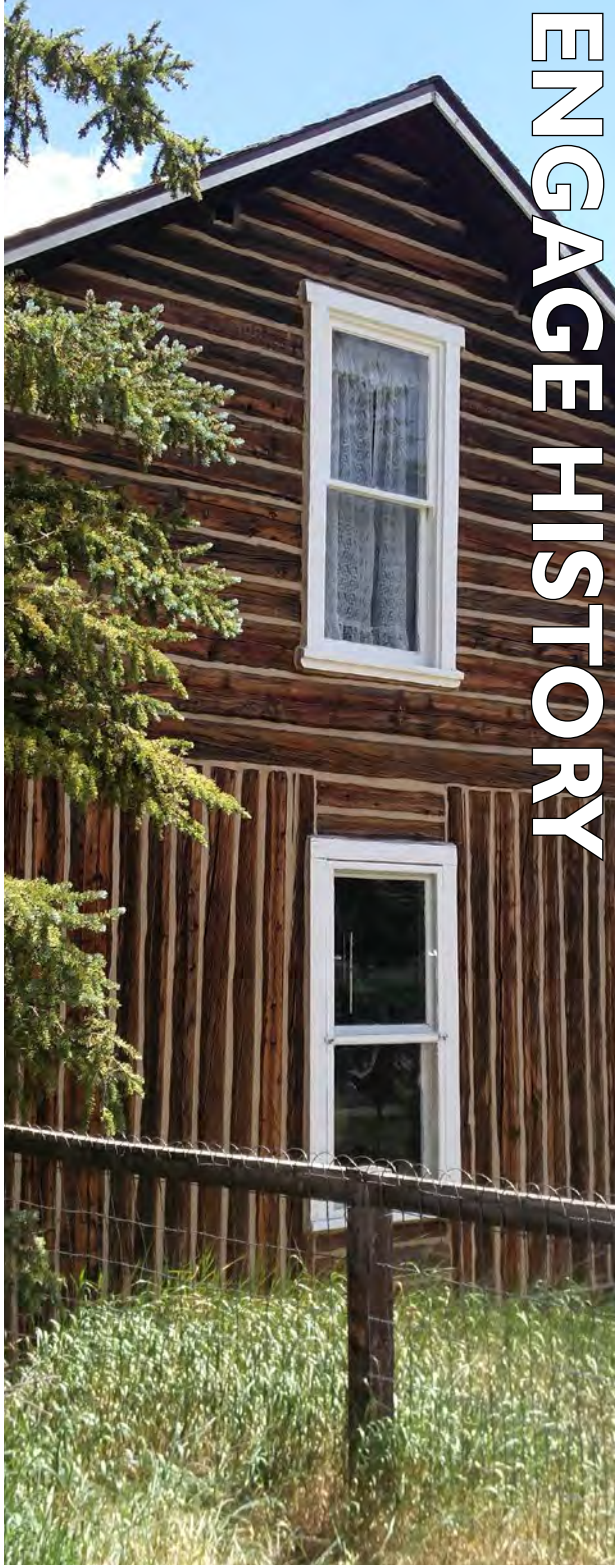
BendonAdams

rk
rowland+broughton
architecture / urban design / interior design

NORRIS DESIGN
Planning | Landscape Architecture | Branding

VISION | FUTURE

The Foote's Rest Hotel and Plaza is a unique **mixed-use destination** that combines the role of **preservation** with new construction, promoting the **cultural heritage** of Frisco and continuing the **legacy** of Foote's Rest as a **gathering place**.



ENGAGE HISTORY

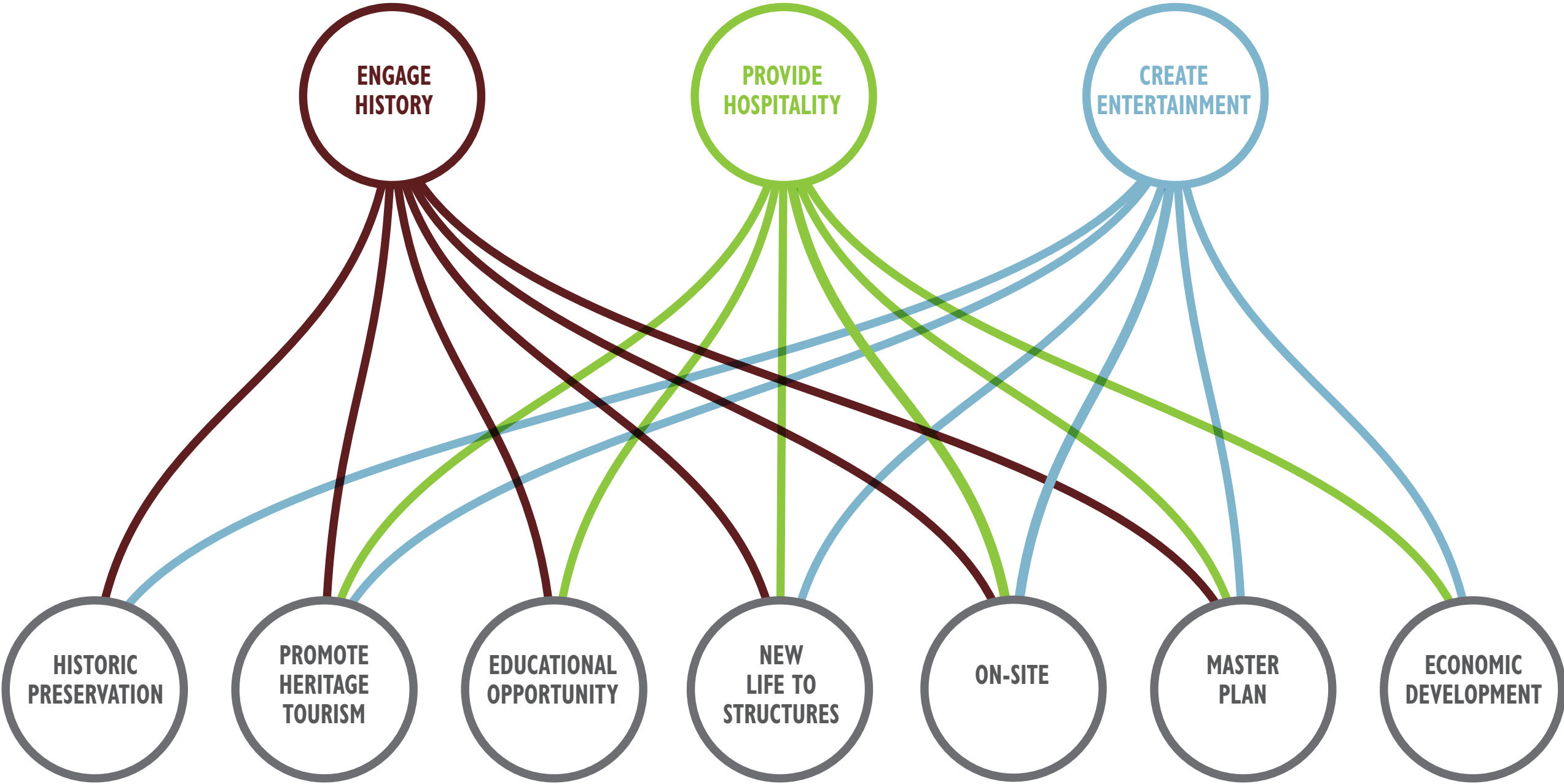


PROVIDE HOSPITALITY



CREATE ENTERTAINMENT

PROJECT VISION OBJECTIVE



CRITERIA OF THE TOWN CODE
AND MASTER PLAN

VISION | COMMUNITY FIT

FOOTE'S REST
HOTEL & PLAZA

VISION | FITTING THE NEIGHBORHOOD

CONTEXT

- The surrounding neighborhood blocks consist of a variety of building heights
- The diversity of architecture creates an engaging pedestrian experience

- 1 Story
- 1 Tall
- 2 Stories
- 2 Tall
- 3 Stories
- 3 Tall
- Future Development Site



Reference images

- Condos Off Main (L)
- Frisco Centre (C)
- Mountain View (R)



VISION | PROGRAM REQUIREMENTS

MEET AND EXCEED

Development Requirements:

- 65 rooms/suites hotel development
- 6 affordable workforce housing units
- Restaurant and bar
- 8+ lane bowling venue with restaurant and bar
- 2,500 sf public plaza adjacent to Main Street
- 1,000 sf elevated public plaza space

Preservation Requirements:

- Foote's Rest to remain
- Staley-Rouse House to remain on-site
- *Cabin 1 to remain in respective location*
- *Cabin 2 to remain in respective location*
- Cabin 3 to remain on-site
- Preserve and rebuild the Blacksmith Shop



PROCESS BACKGROUND | STALEY HOUSE LOCATION

CONTRACT LOCATION



PLANNING COMMISSION
RECOMMENDATION



PROCESS BACKGROUND | STALEY HOUSE LOCATION



CONTRACT LOCATION



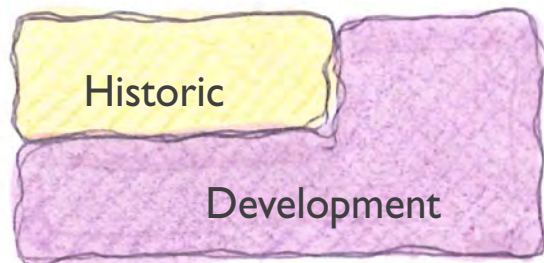
PLANNING COMMISSION RECOMMENDATION

VISION | INCLUDING COMMUNITY

CHARRETTE INITIATIVE

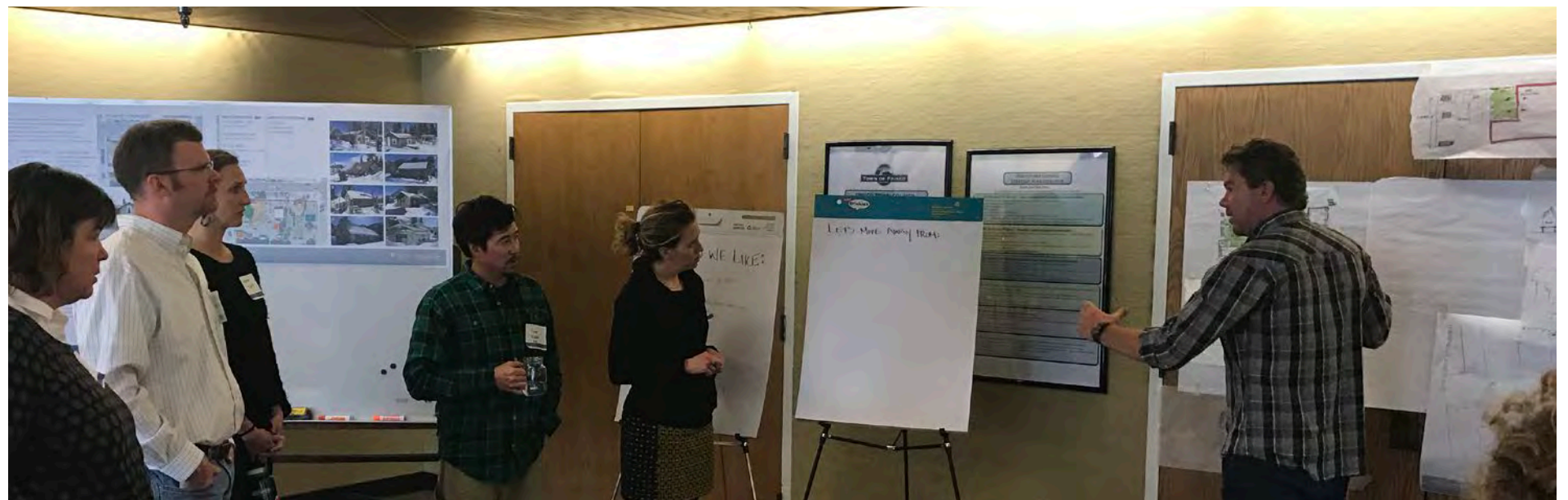
HISTORIC PRESERVATION and context is strengthened by **CLUSTERING** the historic buildings and **MOVING THE STALEY HOUSE**.

The **BALANCE** between old and new, historic and proposed is met by **WRAPPING** the two areas into each other.



OUTREACH

- Multiple meetings with community stakeholders
- 2 planning commission hearings—**no public comments at the last hearing**



BENEFITS & INCENTIVES | HISTORIC OVERLAY DISTRICT INCENTIVES

AVAILABLE INCENTIVES

- Lot coverage
- Setbacks
- Lot area
- Lot frontage
- Driveway width
- Density bonus
- Ceiling height
- Facade length
- Geometric plane
- Materials
- Roof standards
- Avoiding duplication of design
- Parking and loading
- Snow storage
- Landscape and revegetation
- Access
- Bicycle parking
- Refuse management
- Outdoor lighting
- Non-residential development standards
- Bulk plane

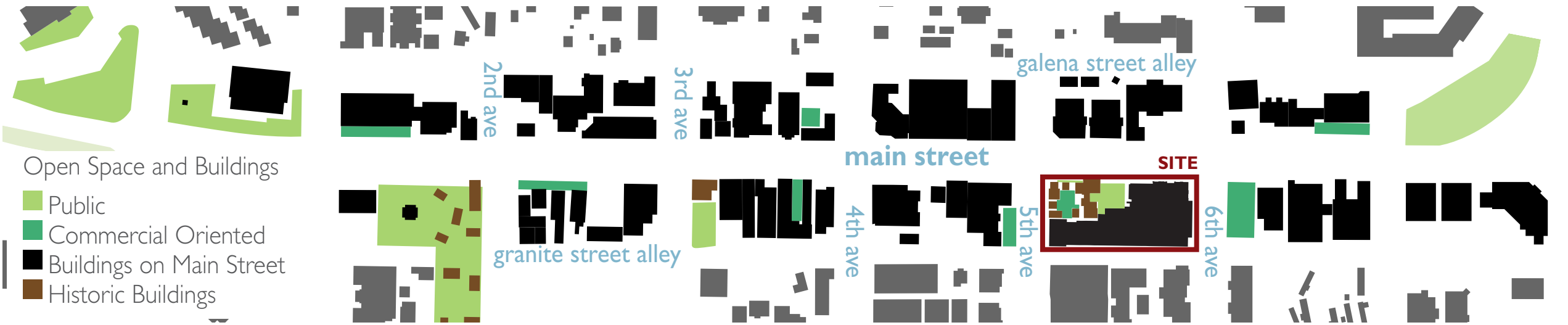
INCENTIVES REQUESTED

- 3rd Floor Setback
- Facade length
- Parking space design
- Roof standards

SITE PLAN | THE EXPERIENCE



SITE PLAN | PLAZA ENGAGING MAIN



FOOTE'S REST
HOTEL & PLAZA

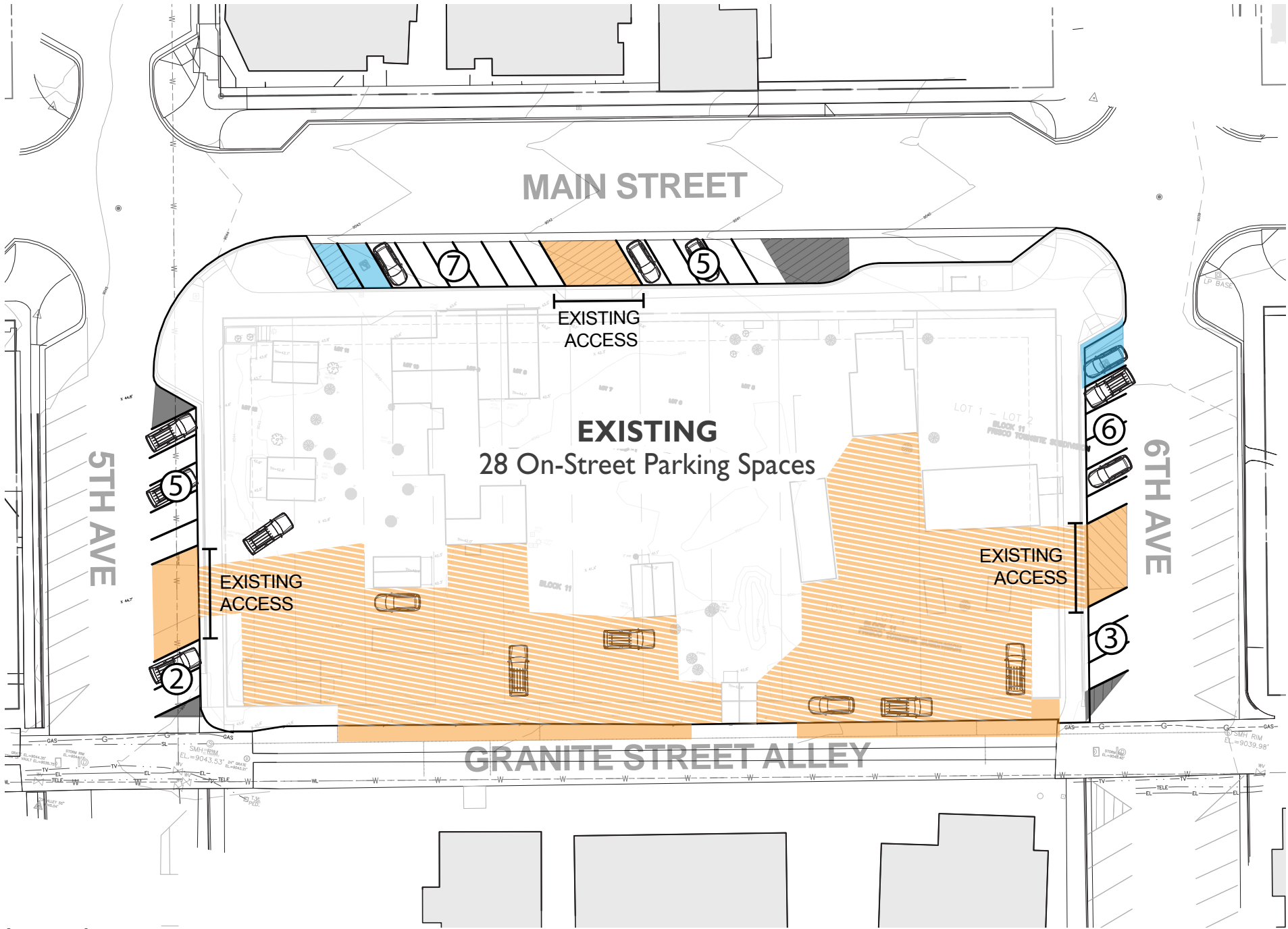
SITE PLAN | ON-STREET PARKING TODAY

28 On-street parking spaces

3 Access points from main roads

Limited organization and structure to parking on site

Alley access and organization does not meet current code

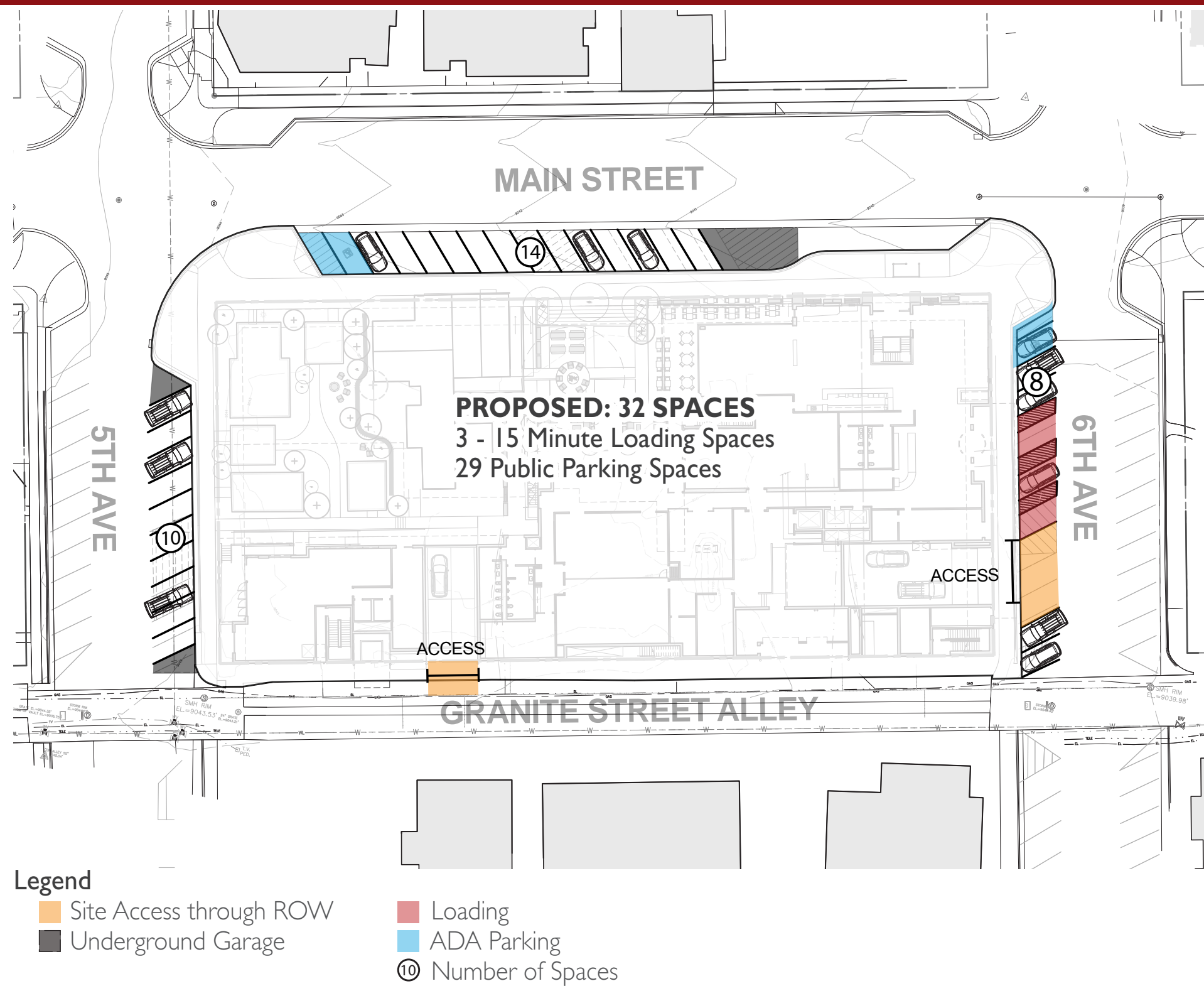


Legend

- Site Access through ROW
- On-Site Parking
- Underground Garage
- Reserve Hotel Parking
- ADA Parking
- ⑩ Number of Spaces

SITE PLAN | PROPOSED ON-STREET PARKING

- Remove Access on Main Street adding 3 spaces
- Reconfigure 6th avenue parking to include 8 spaces total, 3 of which would be designated 15 minute loading
- Remove Access on 5th Ave adding 3 spaces
- Reduction of access along public alley



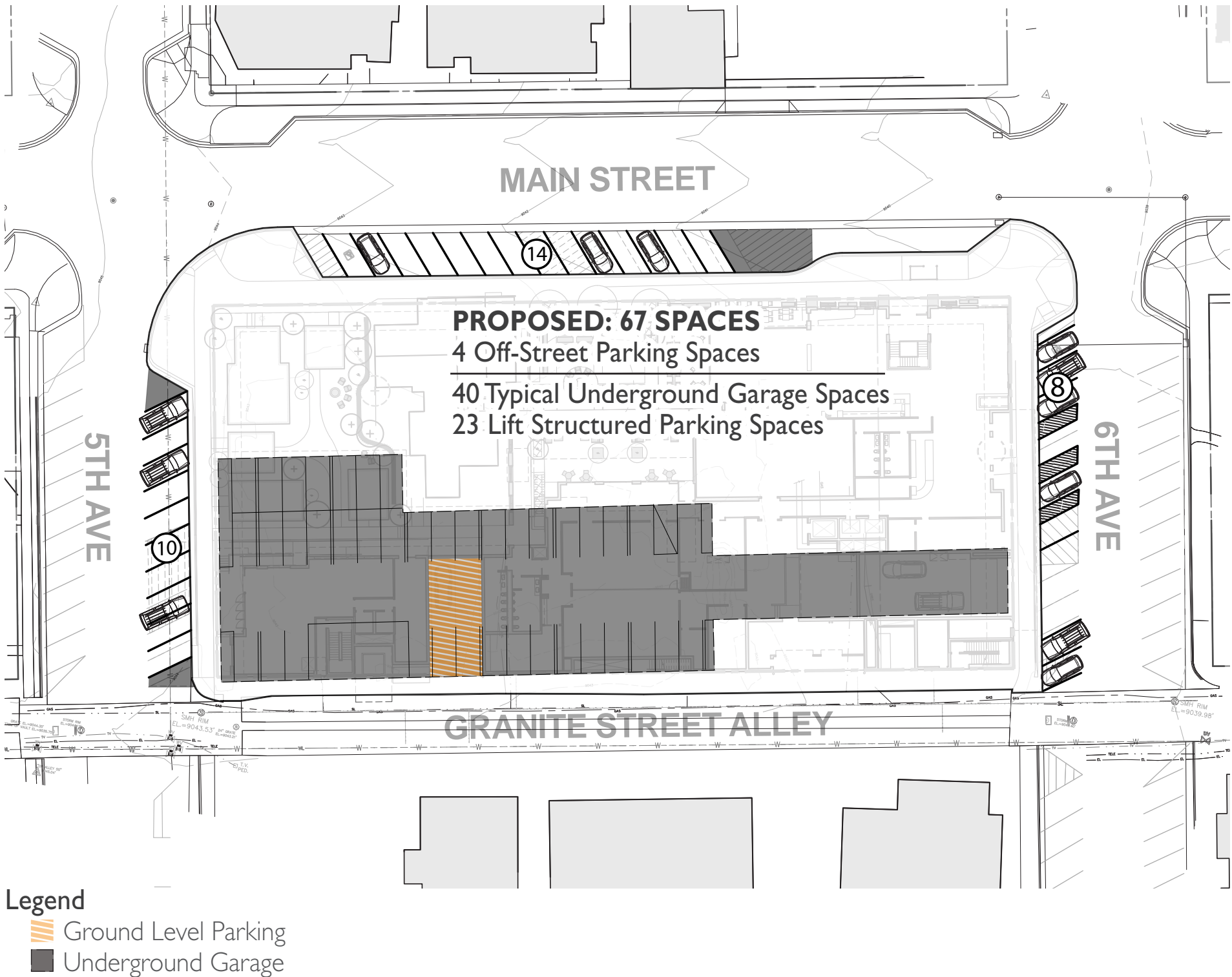
SITE PLAN | PROPOSED ON-SITE PARKING

Proposed parking exceeds requirements

- 62 Required
- 67 Proposed

Provided spaces for residential uses

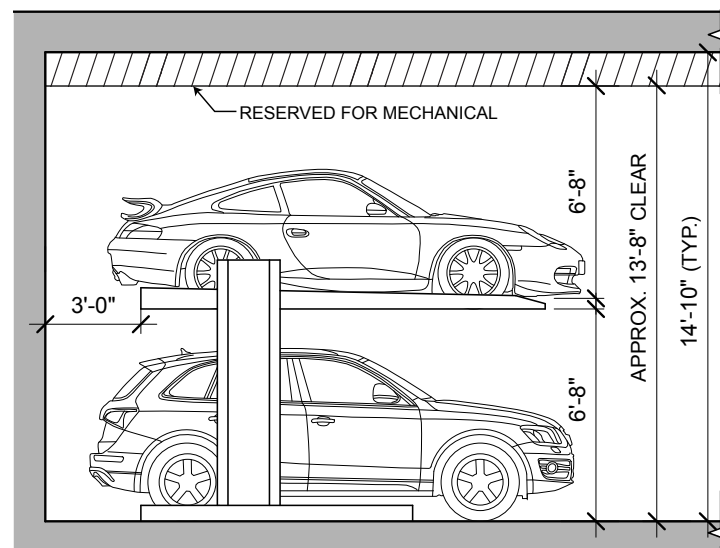
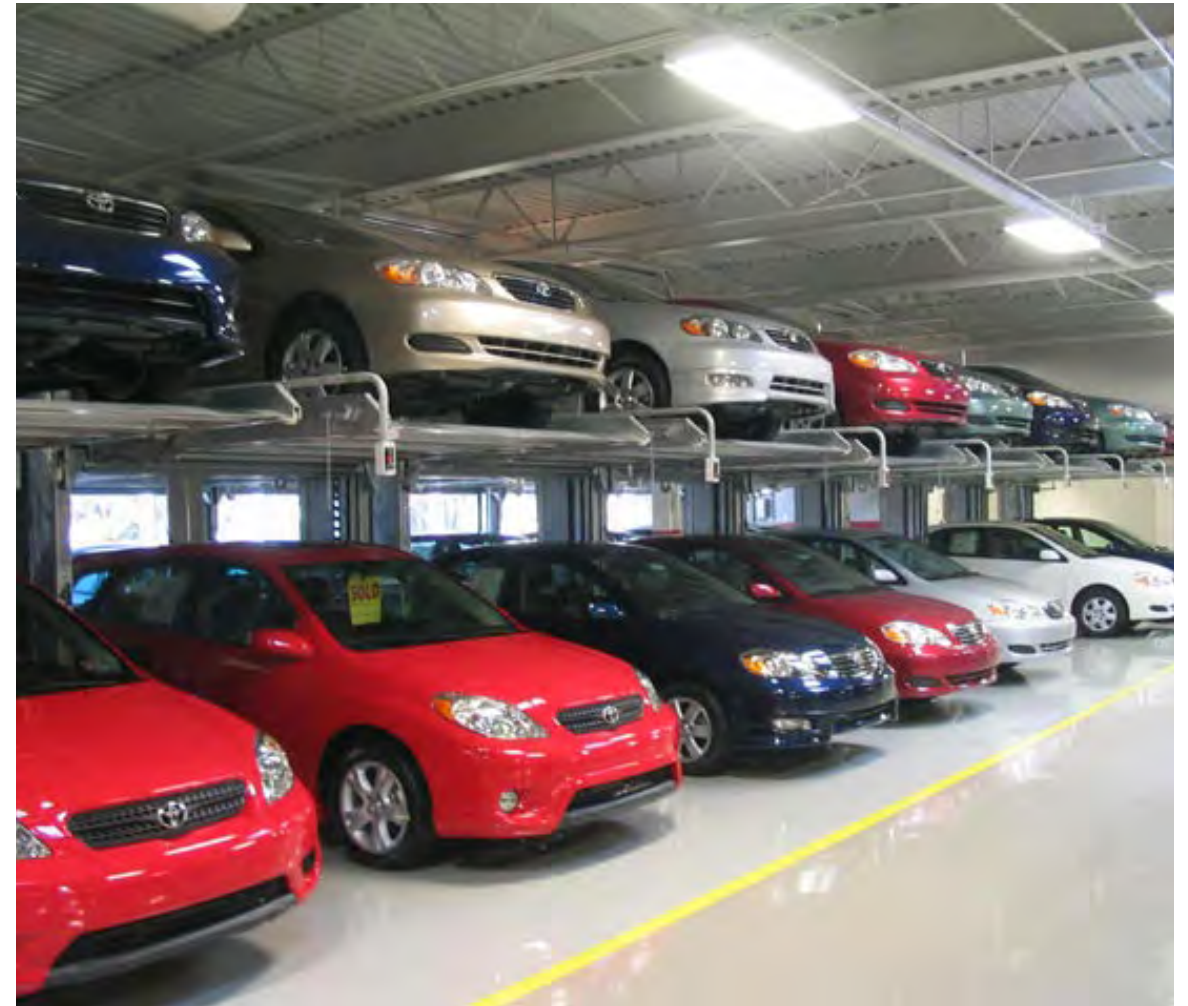
Garage parking has 63 spaces integrating the use of a vehicular stacking system / lift, which will be valet



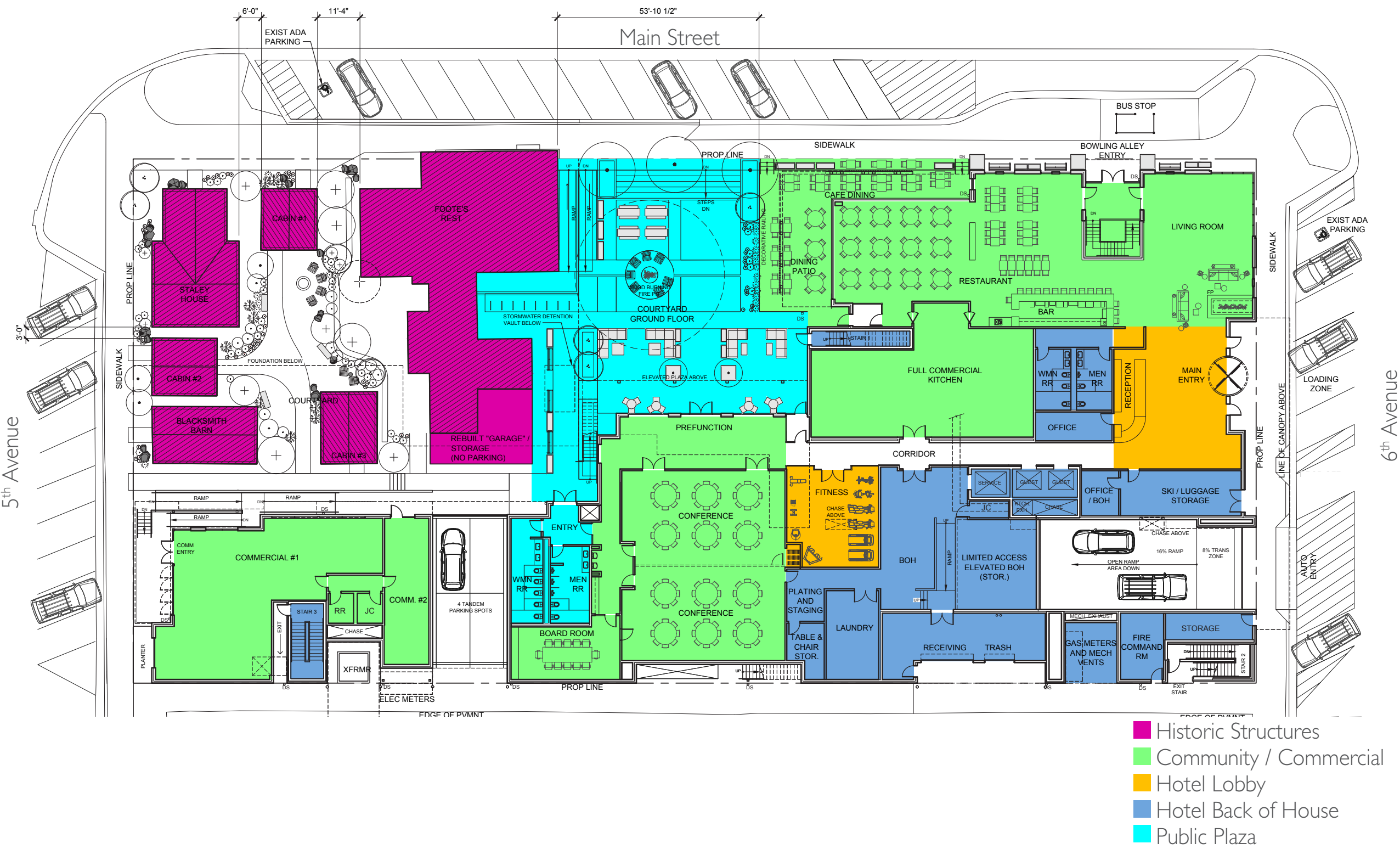
SITE PLAN | LIFT SYSTEMS

MECHANICAL CAR/SUV LIFT

- 4-5 lift manufacturers to choose from
- Currently being used in downtown Denver hotels
- Accommodate an expansive array of vehicles including SUVs, crossovers, sedans, collector cars, and exotic vehicles
- SUV-lifts can be utilized in areas where ceiling clearances are as low as 10'6"
- Ceiling heights in garage are anticipated to be 14'-0"



ARCHITECTURE | LEVEL ONE



FOOTE'S REST
HOTEL & PLAZA

IMPRINT
HOSPITALITY

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CONSULTING ENGINEERS

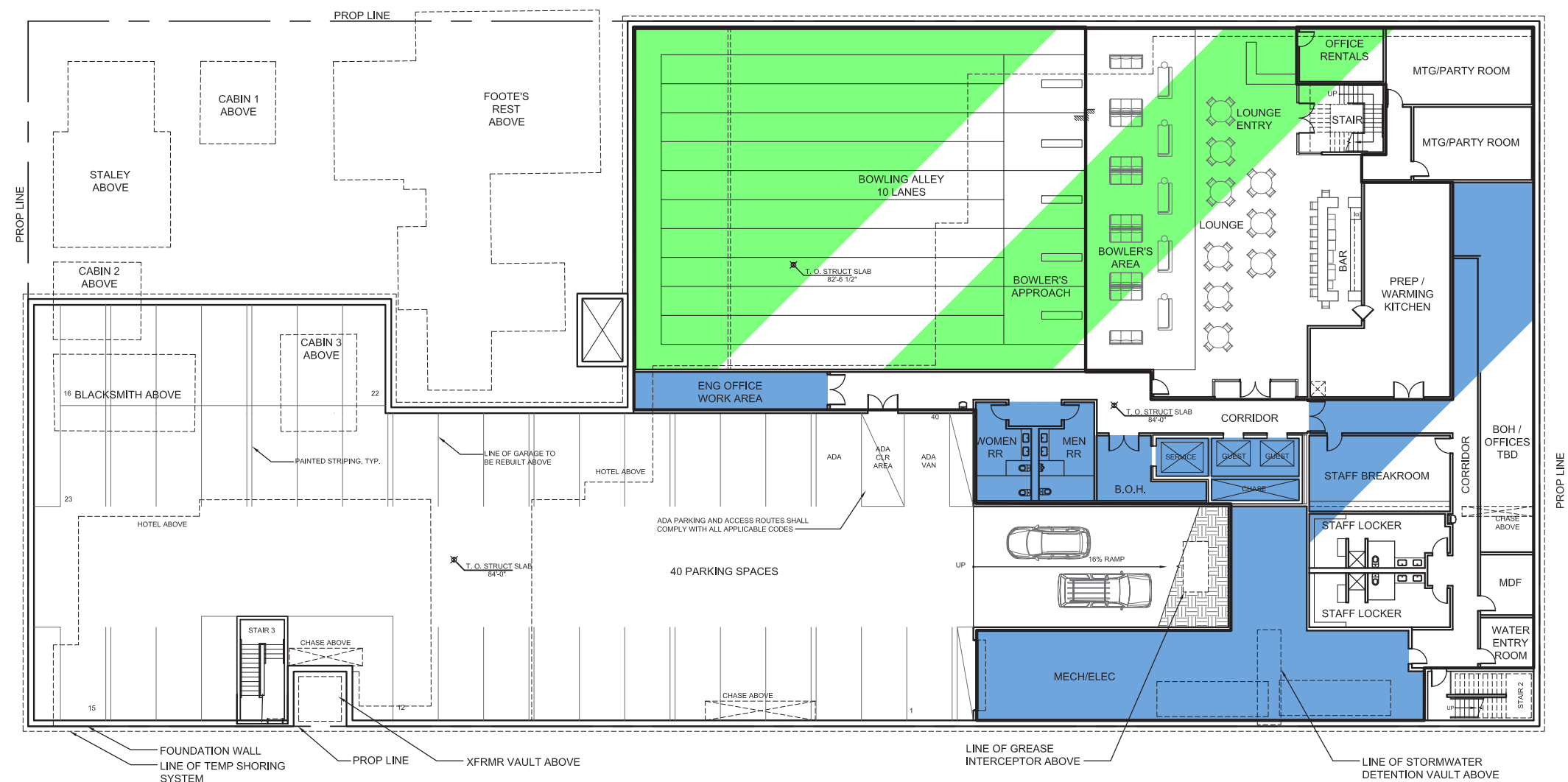
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MANAGEMENT COMPANY

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ARCHITECTURE | BASEMENT LEVEL



Community / Commercial
Hotel Back of House

ARCHITECTURE | LEVEL TWO



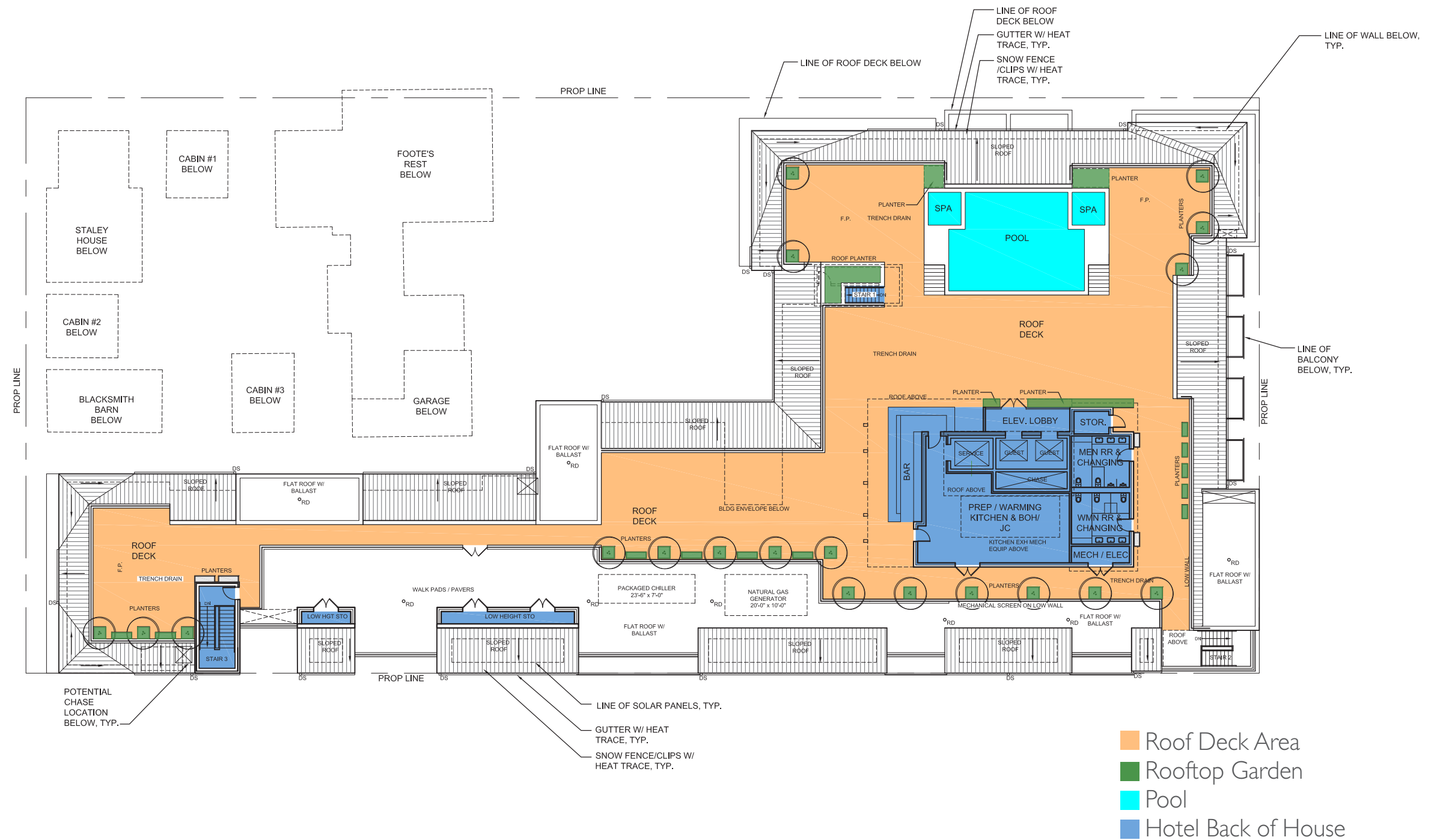
- Hotel Guest Rooms
- Employee Housing Units
- Hotel Back of House
- Public Plaza

ARCHITECTURE | LEVEL THREE



Hotel Guest Rooms
Hotel Back of House

ARCHITECTURE | ROOFTOP DECK



ARCHITECTURE | STORY

TOWN OF FRISCO GOAL:

Variety of design, eclectic effect, neighborhood character & preserve history.

Foote's Rest project will **remain true to the heritage & history** of both property and character of downtown Frisco.



Main Street Frisco



Main Street - Brick & Rustic / Mining



Main Street - Rustic / Mining



Main Street - Modern



Main Street - Neighbor North



Main Street Frisco



Frisco - Rustic

ARCHITECTURE | STORY



Historic Frisco



Foote's Historic - Vernacular Wood Frame



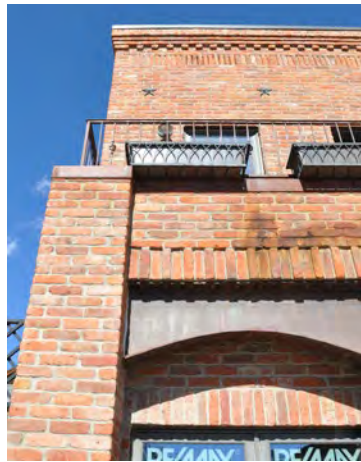
Staley-Rouse House - Historic



Cabin - Historic



Brick - Main Street Small Historic Towns



Neighbor - East



Neighbor - West



Neighbors - South



FOOTE'S REST
HOTEL & PLAZA

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HOSPITALITY

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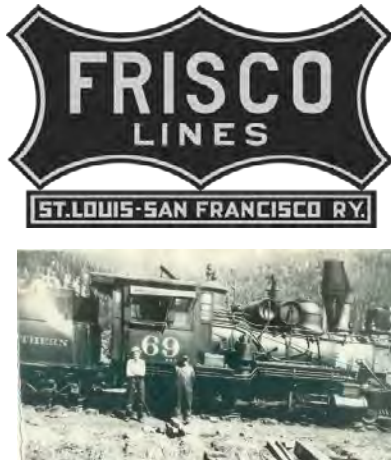
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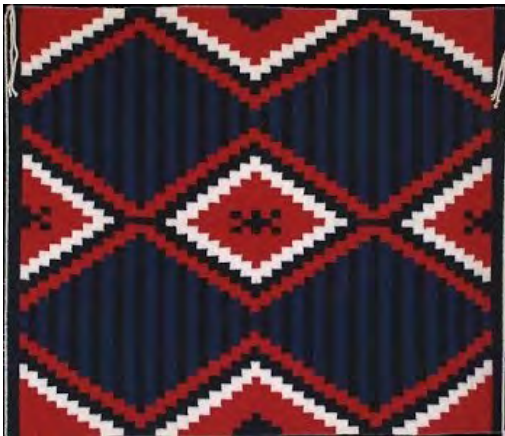
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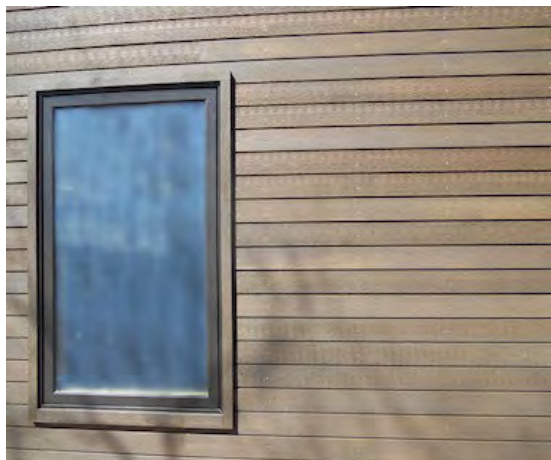
ARCHITECTURE | STORY



Rustic / Mining / Railroad



Ute - Patterns / Weaving - Quilting / Wood Screens



Wood Siding - Henry Recen and Scandinavian / Swedish

ARCHITECTURE | PERSPECTIVE VIEWS



Historic Buildings Looking Southeast from 5th Avenue and Main Street

ARCHITECTURE | PERSPECTIVE VIEWS



Elevated View Looking Southwest from 6th Avenue and Main Street |.29

FOOTE'S REST
HOTEL & PLAZA

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Street Context Looking West along Main Street Toward 6th Avenue

1.30

ARCHITECTURE | PERSPECTIVE VIEWS



Hotel Entry Looking South from 6th & Main Corner



Restaurant Dining Along Main Street Near 6th Avenue



Elevated View Looking Northwest from 6th Avenue and Alley
1.31

FOOTE'S REST
HOTEL & PLAZA

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ARCHITECTURE | PERSPECTIVE VIEWS



Elevated View Looking Northeast from 5th Avenue and Alley



Courtyard behind Historic Buildings Looking Southwest



Cabin 1 and Foote's Rest Looking East along Main Street

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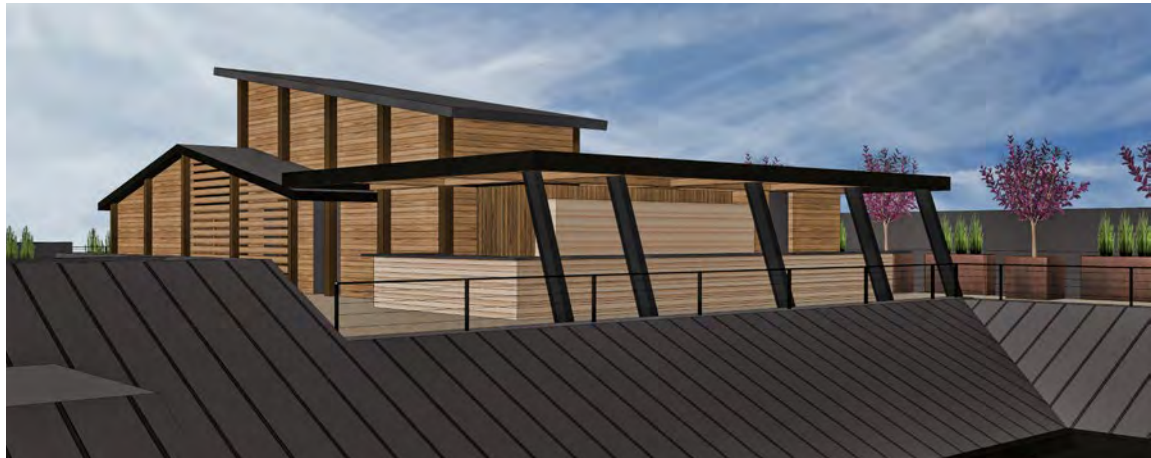
ARCHITECTURE | PERSPECTIVE VIEWS



Internal Pedestrian Path Looking East from 5th Avenue



Rooftop Folly as Seen from from Roof Deck



Rooftop Folly as Seen from from Roof Deck Height



Elevated Courtyard View Looking South from Main Street

ARCHITECTURE | PERSPECTIVE VIEWS



Public Plaza Looking West from Outdoor Restaurant Dining



Public Plaza Looking Northeast from Inside the Courtyard



Bowling Entry from 6th Avenue and Main Street

ARCHITECTURE | PERSPECTIVE VIEWS



Public Plaza from Main Street near Foote's Rest Building



Public Plaza from Main Street



Courtyard Behind Historic Buildings 1.35

FOOTE'S REST
HOTEL & PLAZA

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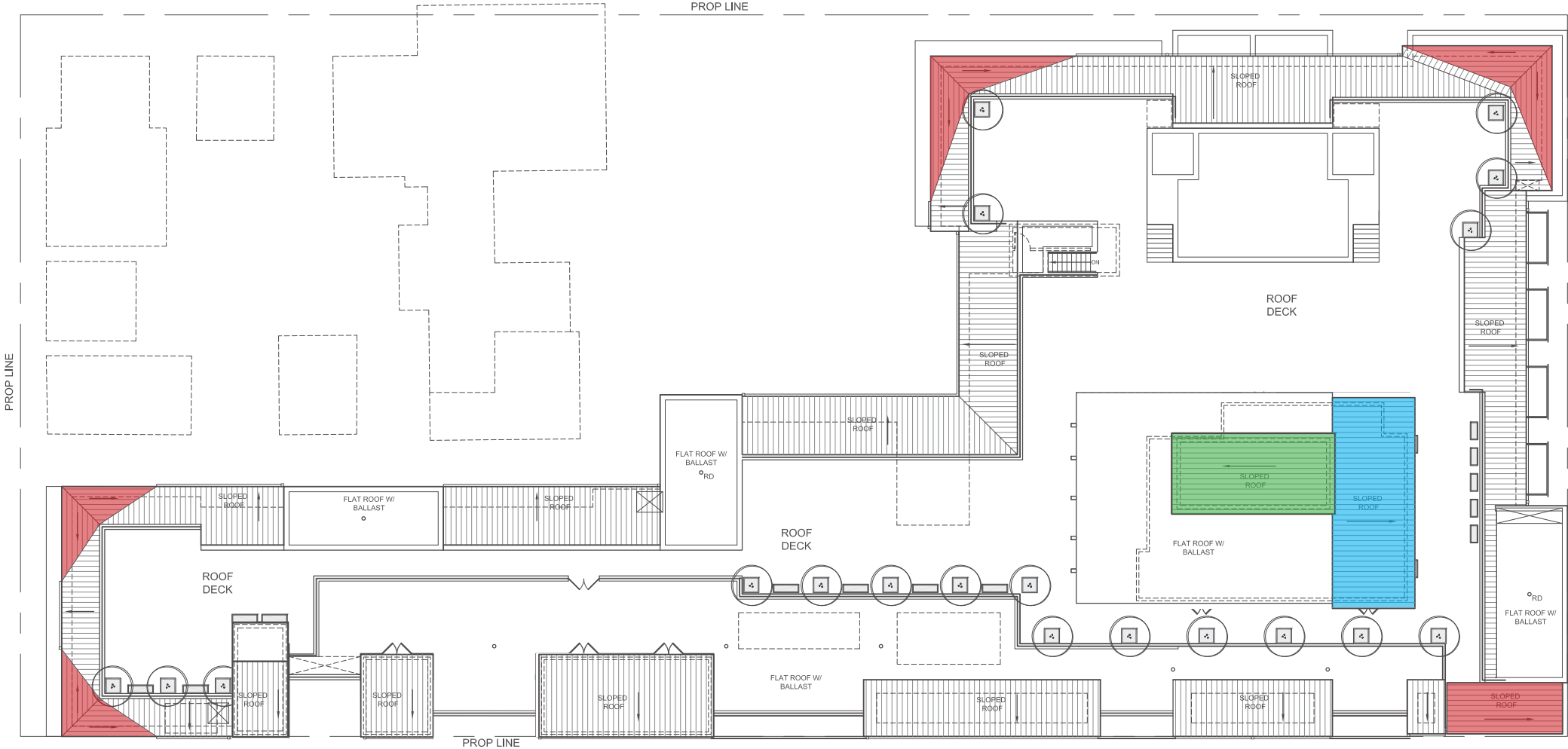
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ARCHITECTURE | 3RD FLOOR / 3RD FLOOR SETBACK



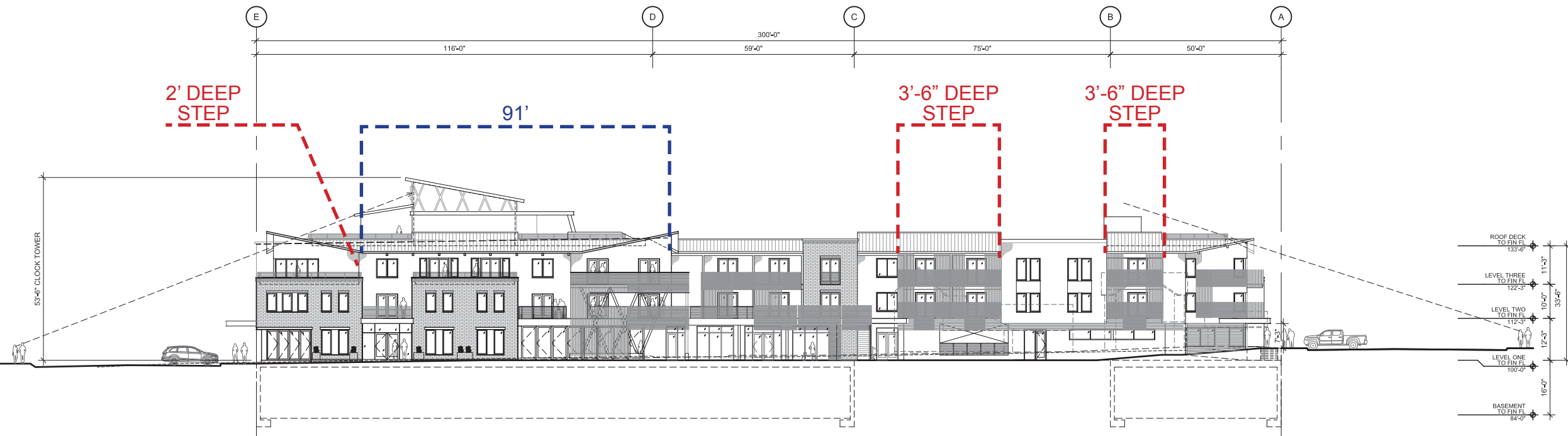
- Hotel Guest Rooms
- Community / Commercial
- Hotel Back of House

ARCHITECTURE | ROOF PLAN / ROOF PITCH



- 2.5:12 Roof Pitch
- 2.25:12 Roof Pitch
- 2:12 Roof Pitch
- *All Other Sloped Roof Pitches = 6:12

ARCHITECTURE | FACADE LENGTH



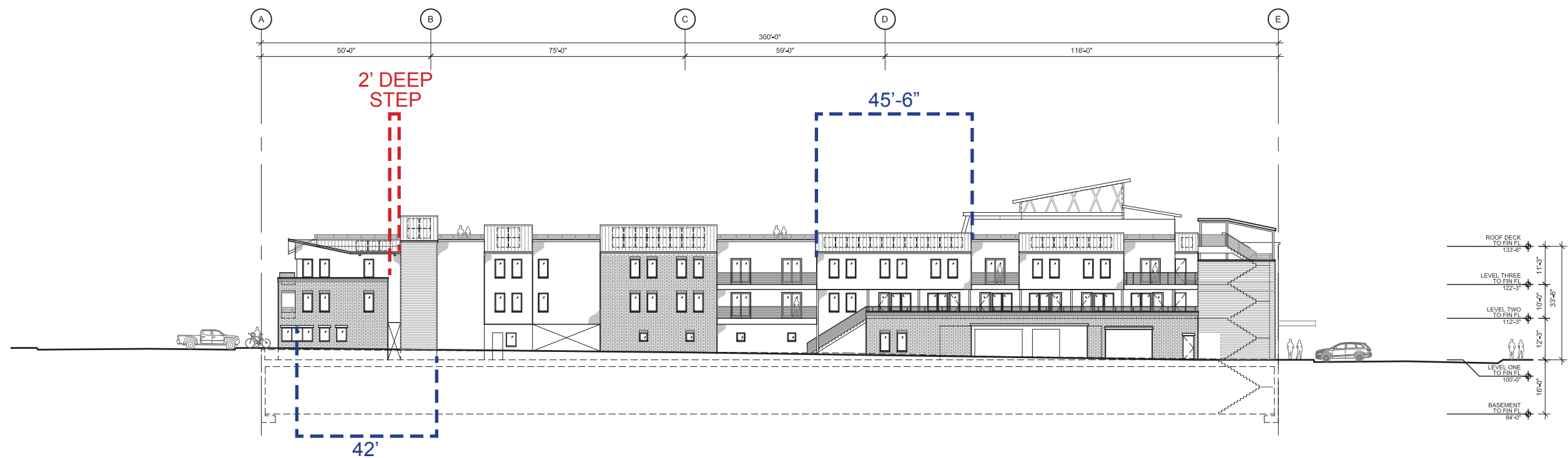
MAIN STREET ELEVATION

- Facade Articulation < 6' long or < 2' / 4' deep
- Facade Length > 38' (with Vertical Articulation or Layering)



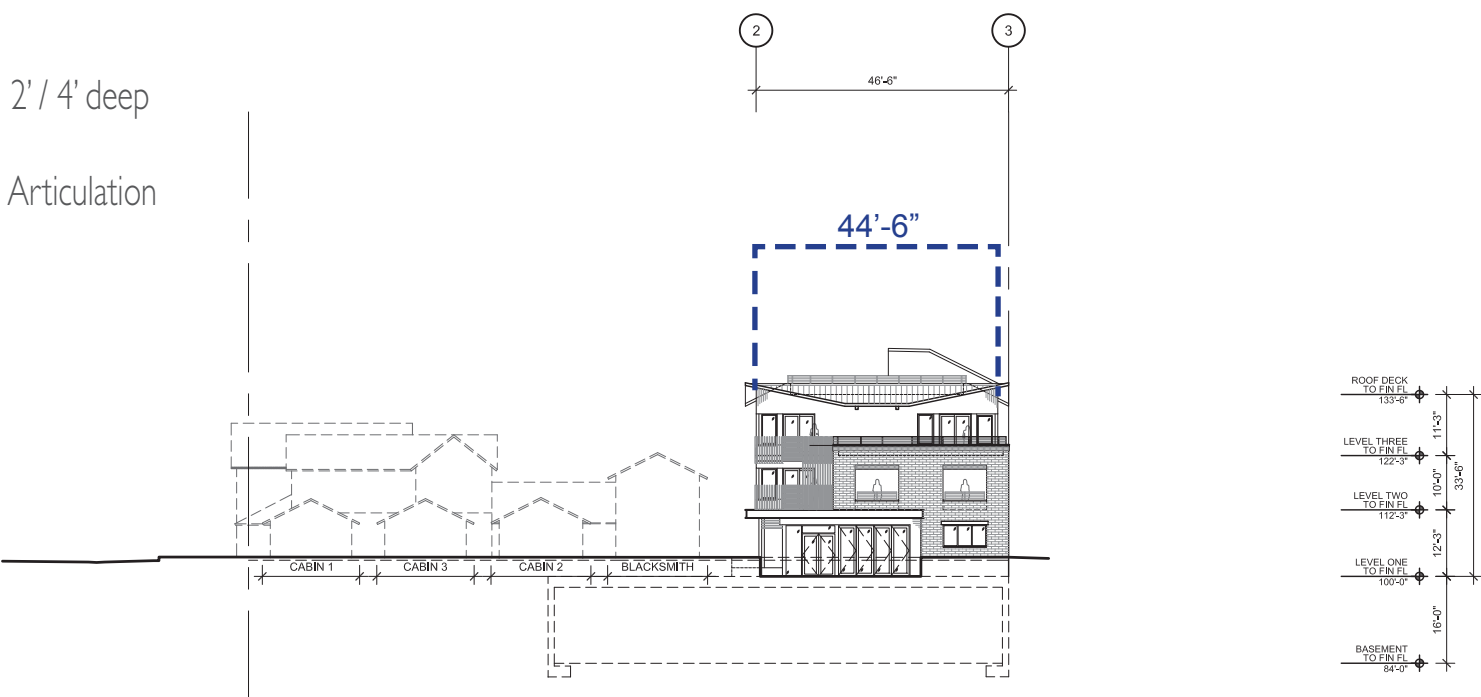
6TH AVENUE ELEVATION

ARCHITECTURE | FACADE LENGTH



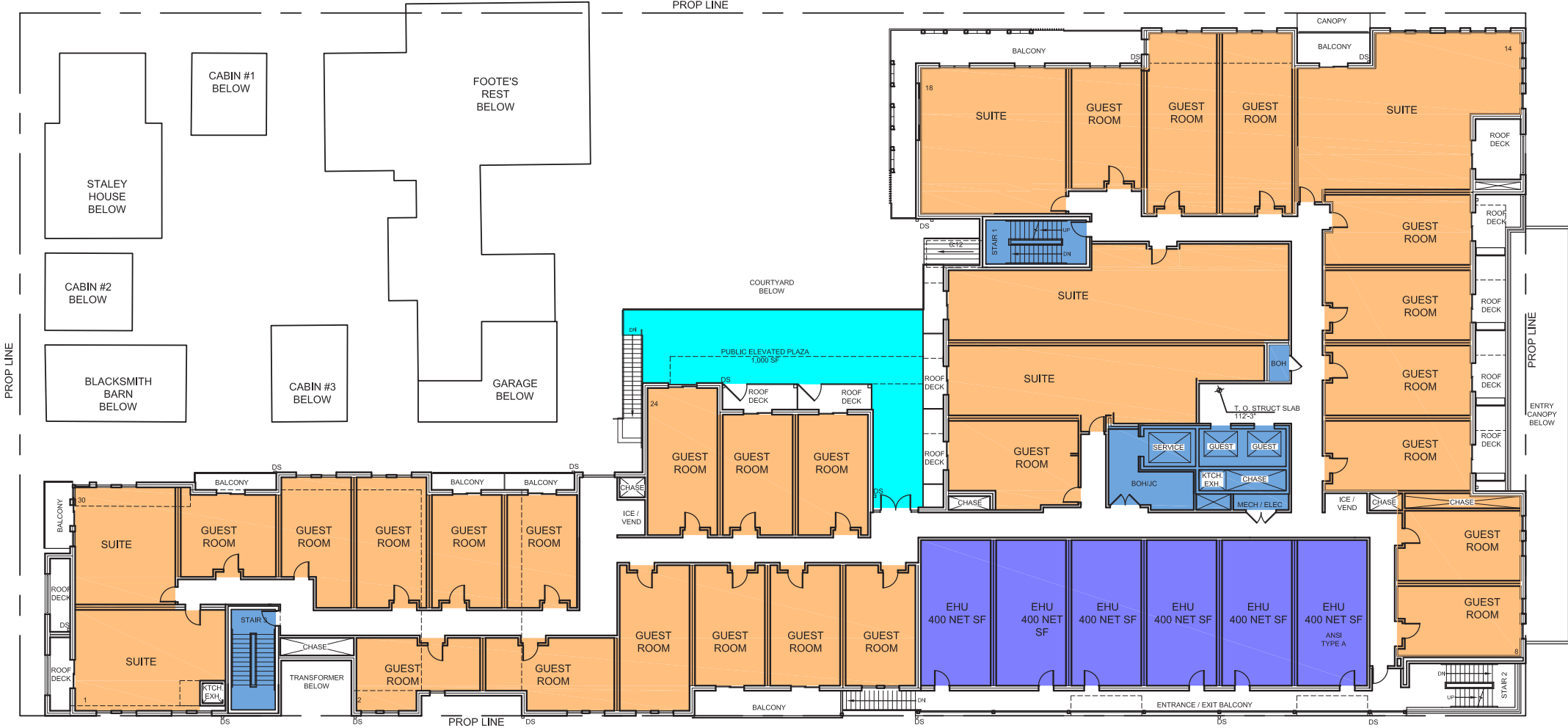
GRANITE STREET ALLEY ELEVATION

- Facade Articulation < 6' long or < 2' / 4' deep
- Facade Length > 38' (with Vertical Articulation or Layering)



5TH AVENUE ELEVATION

ARCHITECTURE | 2ND FLOOR / WORKFORCE HOUSING



- Hotel Guest Rooms
- Community / Commercial
- Employee Housing Units
- Hotel Back of House
- Public Plaza

GREEN BUILDING

- Team will work with local sustainability expert Matt Wright
 - Certified 8 other commercial projects in the Town of Frisco
 - Green Globes Certified Professional
- Green Globes is an environmental assessment of the project in regards to:
 - Project Management, Site, Energy, Water, Materials & Resources, Emissions, and Indoor Environment
- Green Globes ensures Energy Conservation, Lowered Water Consumption, and Responsible Material Use

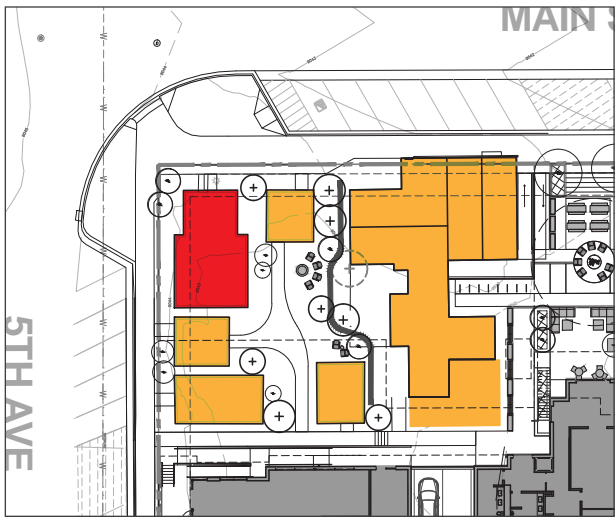


DEEPERGREEN
CONSULTING

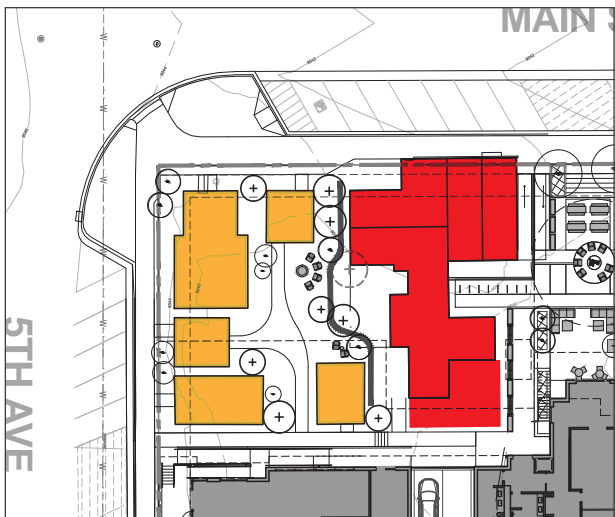
HISTORIC PRESERVATION | COMMUNITY BENEFITS



HISTORIC PRESERVATION | STALEY-ROUSE HOUSE REHABILITATION



HISTORIC PRESERVATION | FOOTE'S REST REHABILITATION



FOOTE'S REST
HOTEL & PLAZA

IMPRINT
HOSPITALITY

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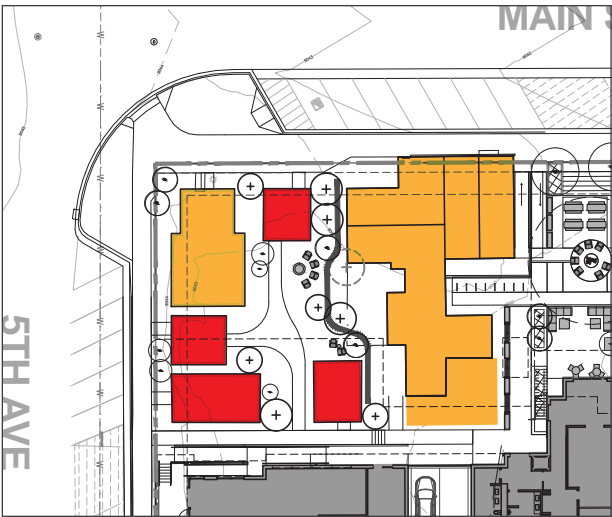
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HISTORIC PRESERVATION | CABINS & BLACKSMITH REHABILITATION



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CONCLUSION | THANK YOU!





TOWN COUNCIL STAFF REPORT

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: BILL GIBSON, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
RE: ORDINANCE 18-02, AN ORDINANCE REZONING TO THE HISTORIC OVERLAY (HO) DISTRICT, WHILE MAINTAINING THE UNDERLYING CENTRAL CORE (CC) DISTRICT ZONING, CERTAIN REAL PROPERTY LOCATED AT 502, 510, 512, AND 518 EAST MAIN STREET AND 107 SOUTH 6TH AVENUE AND LEGALLY DESCRIBED AS LOTS 1-12, BLOCK 11, FRISCO TOWNSITE
DATE: JANUARY 9, 2018

Applicant:

Nathaniel Kelly Foote, 512 Main Street LLC
PO Box 307
Frisco, CO 80443

Summary:

This is the first reading of Ordinance 18-02, which rezones the property located at 502, 510, 512, and 518 East Main Street/Lots 1-12, Block 11, Frisco Townsite to the Historic Overlay (HO) District. The Applicant, Kelly Foote, is proposing the rezoning of the subject property in conjunction with the construction of a mixed-use development project named "Foote's Rest Block 11".

The subject property (Lots 1-12, Block 11, Frisco Townsite) is one block in width along the south frontage of East Main Street between South 5th Avenue and South 6th Avenue, and one-half block in depth between East Main Street and the Granite Street Alley. The development site is 0.96 acres in size. This development site includes the existing Foote's Rest property, Town of Frisco owned Staley Rouse House property, and the 107 South 6th Avenue commercial building property owned by Jeff and Sue Counihan (current location of the Knititation Store). The Applicant owns the Foote's Rest property and is under contract to purchase the adjacent Staley Rouse House property and the Counihan's properties.

The proposed mixed-use project includes preservation of six (6) historic structures and the construction of a new boutique hotel. The application proposes preservation of the following structures which will be clustered in the northwest portion of the property:

- Foote's Rest (store and residence)
- Cabins 1, 2, and 3
- Blacksmith Shop
- Staley Rouse House

The proposed new boutique hotel includes the following:

- 65 hotel rooms, lobby, conference space, rooftop deck, bar, and swimming pool
- Underground parking garage
- Bowling alley and lounge
- Outdoor at-grade plaza/courtyard and outdoor elevated plaza/patio
- Restaurant/bar with outdoor seating
- Commercial tenant spaces
- 6 Employee housing units

The development application for the proposed mixed-use development project was approved with conditions by the Planning Commission on December 7, 2017. The Planning Commission's approval is contingent upon the Applicant obtaining a rezoning of the subject property to the Historic Overlay (HO) District. On December 7th, the Commission forwarded a recommendation of approval to the Town Council for the proposed HO designation. The development application involves the use of the following incentives through the proposed HO:

- Central Core District: Relief from the 10 foot setback for third floor street-facing wall facades. Portions of the third floor street facing wall facades are setback 0 to 5 feet.
- Main Street Overlay District: Relief from Standard #2.1 which addresses minimum building façade and roof eave articulation. The proposed building is articulated; however, portions of the façades and eaves articulate less than the minimum dimensions.
- Main Street Overlay District: Relief from Standard #4.2 which requires a minimum 6:12 slope for pitched roof elements. The proposed building has a variety of roof types and forms with some pitched roof elements having a slope of 2:12 and 3:12.
- Parking Dimensions and Design: Relief from the minimum 9' x 18.5' horizontal dimension and 8' vertical dimension for parking spaces to accommodate mechanical lift system parking. The zoning regulations are silent on mechanical parking lifts.
- Tandem Parking: Relief from the standard that tandem parking does not qualify as required parking for non-residential uses to allow the lift system parking to qualify as required parking for the proposed hotel and other on-site commercial uses. The zoning regulations are silent on mechanical parking lifts.

At its December 7, 2017, meeting the Planning Commission also forwarded a recommendation to the Town Council that the Purchase, Sale and Development Agreement between the Town and the Applicant be amended to allow the Staley House to be located at the corner of East Main Street and South 5th Avenue so the house can occupy a more accessible location on the development site where its historic value can be better acknowledged visually.

Background:

On March 28, 2017, the Frisco Town Council approved Ordinance 17-02, which authorized the sale of the property known as the Staley House to the Applicant, Nathaniel Kelly Foote. The Purchase, Sale and Development Agreement included a variety of conditions.

On July 13, 2017, the Planning Commission held a Sketch Plan Review of the proposed development project and a Preliminary Public Hearing of the accompanying rezoning request.

On November 16, 2017, the Planning Commission held a public hearing for:

Planning File 191-17-DA/RZ: A public hearing for a Development Application of the proposed “Foote’s Rest Block 11” mixed-use project and a final public hearing for the rezoning of the subject property to Historic Overlay (HO) District, located at 502, 510, 512, and 518 East Main Street and 107 South 6th Avenue / Lots 1-12, Block 11, Frisco Townsite. Applicant: Nathaniel Kelly Foote, 512 Main Street, LLC

The Planning Commission reviewed the application for conformance with the Frisco Community Plan and compliance with the standards of the Frisco Town Code. The Planning Commission also expressed support for the proposed HO rezoning and relocating the Staley Rouse House to the corner of East Main Street and South 5th Avenue rather than between the Foote’s Rest and Cabin #1. The Planning Commission chose to table this item to its December 7th meeting to provide the Applicant an opportunity to address comments, questions, and concerns expressed by the Commission, specifically the need for more parking, reduction of height and bulk plane encroachments on the southeast corner of the building, removal of a clock-tower feature, and relocation of the Staley Rouse House to the corner of East Main Street and South 5th Avenue.

The Applicant revised the proposed application and submitted additional information addressing the following:

1. *“Parking – Increase parking provided, locate spaces for residential uses and provide additional background information regarding Town Code provision for mixed use projects.*
2. *HO District – Provide additional information regarding preservation, develop rendering with Staley House on the corner of 5th and Main.*
3. *Architecture – Reduce stair tower height and eliminate clock from folly element.*
4. *Green Building – Identify any green building measures being applied to the project.*
5. *Noise – Provide parameters to limit noise from the proposed roof deck.”*

On December 7, 2017, the Planning Commission continued the public hearing for the proposed development application and rezoning request. The Commission approved the development application, including the associated HO incentives, subject to the following conditions.

1. *The approval of this development application is contingent upon the rezoning of this property to the Historic Overlay (HO) District.*
2. *Prior to application for a building permit, the Applicant must submit to the Community Development Department for staff review a written historic preservation prescription for each historic building that is compliant with the US Secretary of the Interior’s Standards for Rehabilitation as outlined in §180-18.2-F, Frisco Town Code.*
3. *All rooftop mechanical, electrical, and electronic equipment shall be screened in a manner that is compatible and substantially similar with the colors and materials of the building or the roof.*
4. *Encroachments into the street right-of-way are subject to Town Council approval of a revocable license agreement or other legal mechanism as deemed appropriate by the Town Attorney.*
5. *The applicant shall satisfy the comments of the Town Engineer.*

6. *The applicant shall satisfy the comments of the Frisco Sanitation District.*
7. *The applicant shall satisfy the comments of the Lake Dillon Fire Protection District.*
8. *The applicant shall satisfy the comments of the Summit County GIS Department.*

The Commission forwarded a recommendation of approval to the Town Council for the proposed Historic Overlay District rezoning. The Planning Commission also forwarded a recommendation to the Town Council that the Staley Rouse House be located at the corner of the East Main Street and South 5th Avenue.

Below is a vicinity map of the subject property. The location of the property lines shown on this map vary in accuracy and should only be used for reference purposes. Also included for reference are photographs of the subject property.



Vicinity map



Foote's Rest Sweet Shop & Residence (7/7/17)



Blacksmith Shop (7/7/17)



Cabin 1 (7/7/17)



Cabin 2 (7/7/17)



Cabin 3 (7/7/17)



Staley Rouse House (7/7/17)



Counihan's Building (7/7/17), current Knititation Store

Project Review:

ANALYSIS – FRISCO COMMUNITY PLAN

The following elements of the Frisco Community Plan are applicable to the review of the proposed development:

Plan Overview (excerpt)

The 2011 master plan update is titled the 'Frisco Community Plan.' Periodically updating the Frisco master plan is a critical step in the process to maintain a vibrant mountain town, balance the town's reputation as a great destination, ensure a strong yet diverse economic base, and preserve our quality of life. The community realizes intentional planning for the future is necessary to ensure that the Town of Frisco continues to evolve as a resilient community.

Purpose ~ The Frisco Community Plan's purpose is to identify common values and guide direction to connect, sustain and create the future of the Town of Frisco over the next 5 years.

Connect ~ Connections are a core tenet of the Frisco Community Plan; they reflect the way people, organizations and neighbors relate to each other in the Frisco community. Connections help to address needs of the community.

Sustain ~ Everything is interrelated. Sustainability is the fundamental approach of the Frisco Community Plan; it recognizes the social, environmental and economic influences on the community, and aims over the long-term to balance these influences to support community success.

Create ~ Creation of lasting community relationships is an important aspect of the Frisco Community Plan. The plan creates the community's direction for a preferred future of Frisco."

Chapter 2. Community Direction (excerpts)

The Frisco Community embraces itself as a vibrant mountain town, and seeks opportunities to enhance and maintain vibrancy through art and culture, the built environment, community services, energy, the economy, health and well-being, housing, natural resources, recreation and transportation. ~ Community Plan Quality of Life statement

Art & Culture

Frisco is a community that celebrates its history, honors its eclectic influences and promotes artistic and cultural opportunities.

- A&C 1. Preserve and enhance the Town's historic resources.

The Applicant has provided the following response to this quality of life statement:

The Foote's Rest Block 11 proposal preserves about a half block of Main Street frontage with the Foote's Rest Sweet Shop and Home, Staley Rouse House, historic cabins and blacksmith shop. The Foote's Rest Sweet Shop and Home is on the National Register of Historic Places and will remain as is. The Staley Rouse House will be moved to a prominent location that respect its historic relationship to Main St, and its nonhistoric additions (the covered entry and fireplace) will be removed to showcase the original historic building. Preserving historic buildings and orienting them to be visible from Main Street evokes a sense of place along the streetscape and helps to articulate the small-town mountain character of Frisco. The cabins will remain oriented along 5th Avenue and the Blacksmith building will be relocated and rebuild to maintain its relationship with 5th Avenue.

- A&C 2. Enhance Frisco as a cohesive community, which includes fulltime residents, second homeowners, businesses and visitors.

The Applicant has provided the following response to this quality of life statement:

Foote's Rest has been a gathering place for the community throughout Frisco's history. More recently, Foote's Rest has operated as a Sweet Shoppe and seasonal bar/restaurant, continuing its legacy as a community gathering place since opening in 2012. The proposal sustains this gathering tradition by creating an inviting public plaza along Main Street that will continue to be a place that brings the community together. In addition to the public plaza space, there will be an elevated balcony open to the public that will be highly visible and enhance the vitality of Main Street. The Sweet Shoppe will remain in operation and a new restaurant will open within the hotel building with a presence along Main Street and open to the plaza.

The addition of a bowling alley and supportive bar/restaurant space below grade will provide the community with an additional recreational and sporting venue.

The Foote's Rest business has a reputation of supporting the community through events that benefit the local preschool, youth sports teams, Town of Frisco events, and full-time residents by providing a 15% local's discount on purchases. The proposal also includes 6

workforce housing units in the heart of town to support local residents and ensure that Frisco remains vibrant and does not rely on an incommuting workforce.

- A&C 5. Celebrate and highlight Frisco's heritage

The Applicant has provided the following response to this quality of life statement:

Frisco's heritage is highlighted with the preservation of 6 historic buildings on Main Street. The history is celebrated through the preservation of the historic buildings, providing an impactful cultural display.

Additionally, the on-site plaques will remain to inform the public on the legacy of past generations.

Built Environment

Frisco is a community that encourages land uses and architectural styles to fit its mountain town identity, and strives for development with sustainable design, materials and practices.

- BE 1. Encourage eclectic and sustainable designs for new construction and redevelopment to enhance the community's character.

The Applicant has provided the following response to this quality of life statement:

Preservation is a key theme in sustainable design, adaptively reusing historic structures and improving them while maintaining historic character. Landscape design will utilize native mountain plants as well as drought tolerant plants to enhance the character of the community and create a lively, engaging plaza space.

The addition of the new building will provide a strong anchor at the corner of 6th and Main Street and enhance the community character by using masonry brick and glazing at the lower floors of the proposed buildings. The upper floors of the building transition into more natural materials including a variety of wood textures.

- BE 2. Ensure the design of Frisco's public spaces, streets and pathways reflect Frisco's mountain town character.

The Applicant has provided the following response to this quality of life statement:

The proposed public plaza at Foote's Rest Block 11 will provide active uses on Main Street, promoting Main Street as a destination and maintaining a special community gathering place. A second public space will be elevated above Main Street, providing a different view of the Town. Both public spaces will be ADA accessible to ensure inclusivity. On-site bike parking will be provided to encourage alternative means of transportation. Regarding streets, this proposal will remove an existing mid-block access point to the property from Main Street and provide additional public parking spaces. The proximity of these public spaces to one of the most utilized bus stops along Frisco Main Street will be an advantage for those using public transportation.

- BE 3. Preserve and enhance the Main Street area as the heart of the community.

The Applicant has provided the following response to this quality of life statement:

Promoting new business and infill development is a key to preserving Main Street as the heart of the community. The property owner's vision is to maintain Frisco's heritage through preservation of historic structures while developing a new hotel, restaurant, and entertainment venue on Main Street. The proposed plan will build upon the existing Foote's Rest outdoor space by expanding into it into a public courtyard. The enhancements created through this redevelopment will preserve the history of the site and create activation along the streetscape. Providing a new, different lodging experience in the heart of town has the potential to attract a new spectrum of tourists into the heart of Frisco. The addition of a centrally located bowling alley, retail and workforce housing will support Main Street both economically and socially as the heart of the community.

Energy

Frisco is a community that supports zero waste principles, encourages use of clean energy opportunities and promotes resource conservation.

- EN 4. Encourage the use of recycled materials, renewable energy sources and the use of green and energy efficient building practices.

The Applicant has provided the following response to this quality of life statement:

This development looks to the future with a sustainable commitment to the environment, a legacy project with heart, and a community gathering space. Design and construction will employ the latest recommended green building approaches and be backed up through the installation of EnergyStar and HERS certified appliances and parts. Where applicable, solar power collectors and distribution will be used to drive the development to being as natural resource responsible as possible. In addition creative and integrated storm-water management techniques will be used in the design of the plaza and the planters to address storm water on site.

- EN 5. Promote conservation and use of resources to maintain a sustainable community for generations to come.

The Applicant has provided the following response to this quality of life statement:

The proposed hotel will utilize durable, natural materials and be designed for a mountain environment. The landscape will be designed with xeric and drought tolerant plants. Irrigation for the site will be designed to be efficient and conserve water. A portion of hardscape materials used in the plaza space will be permeable. Historic buildings will be preserved, improved and re-purposed for new commercial purposes. The integration of the multi-modal Transportation Demand Management plan will look at reducing our dependency on vehicular transportation and the reduction of carbon emission.

Economy

Frisco is a community that promotes a diverse, sustainable, year-round economy.

- EC 2. Continue to promote the town as a year-round destination.

The Applicant has provided the following response to this quality of life statement:

The addition of a hotel, restaurant and bowling alley will encourage additional visitors to Frisco and offer non-seasonal activities. The vision for Foote's Rest Block 11 is to create a family friendly, authentic place that will keep people returning any time of year.

- EC 3. Encourage and direct economic growth.

The Applicant has provided the following response to this quality of life statement:

The Town will have significant economic benefits from this proposal. Commercial land provides the highest tax revenues for the Town, and this proposal seeks to transform a block of Main Street that was primarily vacant land. The hotel rooms will provide sales and lodging tax revenue. The restaurant and retail spaces will provide sales tax revenue. Importantly, this is all occurring on Main Street in the heart of the community.

- EC 5. Support the creation and outlet for local markets and support local workforce polices.

The Applicant has provided the following response to this quality of life statement:

The proposal provides 6 workforce housing units available to the employees of the redevelopment. The Sweet Shoppe will continue to provide an outlet that supports local markets, goods, and crafts.

Housing

Frisco is a community that recognizes the importance of ensuring a variety of housing opportunities are available for people to live and work here.

- HS 3. Provide a variety of affordable housing opportunities, regulations and/or programs that meet the needs of the Frisco residents.

The Applicant has provided the following response to this quality of life statement:

The proposal provides 6 employee housing units. Once completed, units will be offered first to Foote's Rest Block 11 employees, then to employees that work in Frisco and the Ten Mile Basin.

- HS 4. Promote and encourage public/private partnerships for the development of affordable housing to achieve the highest quality housing possible.

The Applicant has provided the following response to this quality of life statement:

This proposal is a direct result of Council's efforts to create public/private partnerships to produce workforce housing units as well as promote economic development on Main Street.

Health & Well-being

Frisco is a community that promotes healthy lifestyles, which support good physical health and mental well-being.

- HW 5. Provide community gathering spaces for people, groups and organizations, to enhance Frisco's character.

The Applicant has provided the following response to this quality of life statement:

The public plazas proposed at Foote's Rest Block 11 will continue to provide a community gathering place for Frisco. Foote's Rest has regularly hosted and will continue to be a venue that supports local non- profits, schools and organizations bringing people together. By

creating a true public space, Foote's Rest will become an inclusive gathering space available to everyone in Frisco.

The application conforms to the Quality of Life statements of the Frisco Community Plan.

ANALYSIS – CENTRAL CORE (CC) ZONE DISTRICT (§180-17)

Permitted and Conditional Uses: A variety of commercial uses are permitted in the Central Core District, including: Arts and Entertainment Centers (i.e. bowling alley), Hotels and Motels, Light Retail, Medical Offices, Offices, Personal Services, and Restaurants. The application proposes a hotel, bowling alley, restaurant, and commercial tenant spaces (i.e. retail, personal services, and/or office). The application meets this requirement.

For properties located along Main Street, residential dwelling units are permitted to be located above ground floor nonresidential uses when the nonresidential uses consists of 50% or greater of the ground floor area and must front along Main Street. There are six (6) dwelling units proposed on the second level of the new hotel building fronting along the Granite Street Alley. These six (6) new dwelling units will be deed restricted as “Employee Housing Units” as required by the Purchase, Sale and Development Agreement between the Town of Frisco and the Applicant for the purchase of the Staley Rouse House property. Occupancy of these units will be limited to persons employed by a business located on this development site. The entire ground floor of the new hotel building will consist of nonresidential uses.

The existing, historic residential use of the Foote's Rest Home is proposed to continue. The application proposes to maintain the existing residential use of Cabin #2 and Cabin #3 with the option of converting those buildings into permitted commercial uses in the future. The existing residential uses of the Foote's Rest Home, Cabin #2, and Cabin #3 pre-date the residential use standards of the Central Core District and are “grandfathered” uses of the property.

Minimum Lot Area: The minimum lot area in this zone district is 3,500 sq.ft. The existing site is 42,000 sq.ft. in size. The application meets this requirement.

Minimum Lot Frontage: None required. This standard does not apply to this application.

Setbacks: This property is located along Main Street. The minimum required setbacks and proposed the setbacks for this property are as follows:

	Minimum Setback	Proposed Setback
Front Yard (Main Street)	3 feet	3 feet (0 feet, existing Foote's Rest)
Side Yard (South 5 th Avenue & South 6 th Avenue)	None	0 feet both sides
Rear Yard (Granite Street Alley)	None	0 feet

The proposed new hotel includes an entry canopy over the front entry/lobby and parking garage entrance to the hotel on the east side of the building along South 6th Avenue. The proposed entry canopy extends across the property line into the South 6th Avenue right-of-way. This proposed encroachment into the right-of-way will require Town Council approval of a Revocable License Agreement or other similar legal mechanism as determined by the Town Attorney. Similar agreements have been approved for other properties in the Main Street neighborhood in the past.

The Central Core District also includes a ten (10) foot setback requirement for third floor street-facing wall façades. The application proposes setbacks for the third floor façades varying from zero (0) feet to five (5) feet. The application requests relief from this standard through the

Historic Overlay (HO) District incentives. The Planning Commission approved this proposed Historic Overlay District incentive.

Maximum Building Height: The maximum building height is forty (40) feet for pitched roofs and 35 feet for flat roofs in this zone district. The proposed new hotel building meets the forty (40) foot and thirty-five (35) foot height limits. The proposed non-habitable decorative roof element may be exempted from the building height limit. The application proposes a “mining headframe” architectural feature located above Level 3. Similar decorative roof features have been allowed for other existing buildings in the Main Street neighborhood.

Pursuant to §180-02, Definitions, Frisco Town Code, building height is in part defined as follows (excerpt):

Building Height - The vertical distance measured from any point on a proposed or existing roof ridge to the natural grade located directly below said roof point, excluding chimneys, steeples, cupolas, turrets, clock towers and similar rooftop decorative elements of reasonable, balanced proportions. ...

The Planning Commission found the proposed mining headframe architectural feature acceptable as a decorative rooftop element of reasonable, balanced proportion and exempted it from the building height limits. The application meets this standard.

The Central Core District requires the first floor ceiling height to be a minimum of ten (10) feet. The application meets this standard.

Density: The maximum density allowed in the Central Core District is sixteen (16) dwelling units per acre (not including the density bonuses available through the Accessory Housing Unit Exemption or the Affordable Housing Exemption). This development site is 0.964 acres in size, so fifteen (15) dwelling units are allowed. The application proposes to maintain the existing, historic residential dwellings located in the Foote’s Rest Home, Cabin #2, and Cabin #3. The new hotel building will include six (6) Employee Housing Units. The total proposed density is nine (9) dwelling units.

This application does not propose any use of the density bonuses available through the Accessory Housing Unit Exemption or Affordable Housing Exemption, so the zoning ordinance does not require any affordable housing to be provided with this project. However, as noted above, the occupancy of the six (6) proposed Employee Housing Units will be deed restricted to persons employed by a business located on this development site pursuant to the Purchase, Sale and Development Agreement between the Town of Frisco and the Applicant for the purchase of the Staley Rouse House property.

The application meets this standard.

Lot Coverage: There is no lot coverage limit in the Central Core District except for one or two unit residential projects located along Galena Street. This standard does not apply to this application.

ANALYSIS – MAIN STREET OVERLAY DISTRICT (§180-18.1)

Standard #1.1.

Buildings shall be designed in a manner that is architecturally fitting with Frisco’s small mountain town character and:

-Provides significant variation in all the wall planes.

-Provides significant variation in all roof lines and roof forms.

- Groups elements (e.g. windows) to provide balanced facade composition.***
- Provides projecting elements (e.g. turrets, bay windows, decks, etc.).***

The proposed new hotel building consists of variations in wall planes, roof lines and roof forms. Structural elements have been grouped to provide a balanced façade composition. The proposed exterior stairs and second floor deck provide additional visual interest. The application meets this standard.

Standard # 1.2.

Buildings shall be designed to provide deep (at least 24 inches) eaves and overhangs, and other building elements that provide shelter from natural elements and provide visual relief, including the use of porches and patios to add interest along street yards. When a substantial number and variety of building elements are provided the eaves may be less than 24 inches deep in some locations.

The majority of the proposed roof eaves and overhangs on the new hotel building are at least 24 inches in depth that provide both shelter and visual relief. A few roof forms appear to have eaves of less than 24 inches in depth which are allowed since the proposed new hotel includes a substantial number and variety of building elements. The application meets this standard.

Standard # 2.1.

a. Within the Central Core Subdistrict of the Main Street Overlay District building facades and roof fascia/eaves shall not exceed 38 feet in length along the same geometric plane, at which time the wall facade shall be broken up with a change in the geometric plane by a minimum of two (2) feet in depth for a distance of not less than six (6) feet, and the corresponding roof fascia/eaves shall be either indented or project from the primary geometric plane by a minimum of 2 feet. For buildings that exceed 74 feet in length the change in the geometric plane shall be increased to a minimum of four (4) feet in depth. All buildings with a total facade length of 38 feet or less are exempt from this provision. Upon approval by the Planning Commission, the dimension of 38 feet for the length of a building façade which necessitates a building wall façade break and corresponding roof fascia/eave change may be extended as much as two (2) feet for a total of 40 feet, upon a finding that the design furthers the intent of this section.

The proposed hotel façades and roof fascia/eaves include both horizontal and vertical articulation that visually breaks up the bulk and mass of the new building. Not every element of the proposed building meets the dimensional requirements outlined in this standard; however, Staff finds that the proposed design furthers the intent of this section. The application requests relief from this standard through the Historic Overlay (HO) District incentives. The Planning Commission approved this proposed Historic Overlay District incentive.

Standard # 2.2.

Within the Central Core Subdistrict, the Marina Subdistrict and the West End Subdistrict of the Main Street Overlay District no building facade or roof ridgeline facing a front yard or street side yard shall have more than 66% of the length of the wall or roof ridgeline along the same geometric plane, with the exception that buildings with a total facade length of less than 38 feet may generally be located on the same geometric plane.

The proposed hotel includes a variety of roof forms with varying degrees of vertical and horizontal articulation that appear to meet the dimensional requirement of this section. The application meets this standard.

Standard # 2.3.

The bulk of a building shall be restricted on any site within the Main Street Overlay District through the use of a bulk plane envelope. The bulk plane envelope within the various subdistricts shall be as follows:

a. Central Core Subdistrict: The bulk of the building shall be restricted on all street and rear yard facades by a bulk plane. The 40 foot height limit of the bulk plane may be increased, if provision 180-23.C (4) is utilized. Building forms may deviate from this standard and project beyond the bulk plane if they receive Planning Commission approval, meet the building height, and provide substantial architectural relief, or if they are structures which meet incentive VI.A.

1. The bulk plane shall start from a point 24 feet above the average existing grade measured on all street property lines and shall extend upward at a 45 degree angle toward the rear and/or opposite sides of the property until it intersects with a horizontal plane 40 feet above the average existing grade at the property line.

2. From the rear, the bulk plane shall start from a point 24 feet above the average existing grade measured on the rear property line and shall extend upward at a 45 degree angle toward the front of the property until it intersects with a horizontal plane 40 feet above the average existing grade at the property line.

The application identified the bulk plane in the submitted application materials (Exhibit J). The proposed mining headframe architectural roof element and a portion of the roof over the front entry/lobby corner of the hotel project into the bulk plane. These building forms may deviate from the bulk plane standard if the Planning Commission determines that these building elements meet or are exempt from the building height limits and provide substantial architectural relief. The Planning Commission determined that the projections meet the building height and provide substantial architectural relief. The application meets this standard.

Standard #3.1.

Primary exterior building materials shall be predominantly natural, including, but not limited to wood siding, wood shakes, logs, stone, brick or similar materials. Other materials that have proven durability in the Town of Frisco's climate and imitate natural materials may be used only if their texture, shape, and size are substantially similar to the natural materials they are simulating and are not obviously artificial materials.

The primary exterior building materials include brick, wood tone vertical T&G shiplap siding, wood tone horizontal lap and shiplap siding, exposed steel trim, timber trim, vertical and horizontal screen slats, standing seam metal roofs, double hung casement and fixed windows, cable or metal bar guard rails, and movable glass panel wall doors. The application meets this standard.

Standard #3.2.

Stucco or metal shall not be used as the primary exterior building material, but may be used as an accent, or in combination with other acceptable materials. Where metal is utilized it shall have a matte finish or a finish proven to fade and not be reflective. Untreated or unpainted galvanized sheet metal is prohibited. Concrete block shall not be used as the primary exterior finish, and when used as an accent shall be a split block, which is textured and painted a color that is compatible with the building.

Stucco, untreated/unpainted galvanized sheet metal, and concrete blocks are not being proposed as an exterior building material. Dark colored metal trim is proposed as an accent material on this building. The application meets this standard.

Standard #3.3.

Aluminum and plastic exterior siding shall not be used as an exterior building material, except as allowed in Standard #3.1.

No aluminum or plastic exterior siding is proposed. The application meets this standard.

Standard #3.4.

The same or substantially similar building materials shall be used on main structures and any accessory structures located on the same site, unless an alternative design is provided that will complement the project and meet the remaining standards.

This mixed-use development project involves multiple buildings, including a new hotel and six (6) historic structures (Staley Rouse House, Foote's Rest Home/Sweet Shop, Cabins 1-3, and the Blacksmith Shop). The preserved historic buildings do not have identical exterior building materials, but have a complimentary historic character. The existing exterior building materials on the historic structures are being preserved. The proposed new hotel building has a different purpose, scale, and character than the preserved historic structures. The proposed materials on the new hotel building are not an exact match to the materials on the preserved historic buildings; however, the proposed hotel building materials are complementary to the character of the overall project and meet the standards of this overlay district. The application meets this standard.

Standard #4.1.

Steep pitched roofs are encouraged, but in those instances where flat roof construction is proposed, it shall be augmented with pitched roof elements, including but not limited to: peaked or sloped facade elements or parapets facing all street sides. Pitched roof elements shall vary by a minimum of two (2) feet, up or down and are encouraged to change in relationship to changes that occur in the wall plane as required in Standard #2.1, #2.2 and elsewhere in the overlay district. Mansard roofs are not appropriate and shall not be allowed.

The proposed new hotel is generally a flat roofed building with a variety of street facing pitched and flat roof forms and parapets of varying heights. There are no proposed mansard roofs. The application meets this standard.

Standard # 4.2.

Where pitched roofs are utilized, the use of dormers (shed, peaked, etc.) shall be used to break up large expanses of roof, to enhance the usability of attic spaces, and to add architectural interest to the roofscape. A pitched roof shall have a minimum pitch of 6/12 in the Central Core Subdistrict and the Marina Subdistrict and a minimum pitch of 5/12 in the West End Subdistrict. A shed roof with a minimum pitch of 3/12 may be used if that element is below the primary roof level and terminates into the roof or wall of the structure.

The proposed new hotel is generally a flat roofed building with a variety of street facing pitched and flat roof forms and parapets of varying heights. The proposed pitched roof elements of the new hotel are angled at pitches of 2:12 and 3:12. Also, numerous pitched roofs on a variety of buildings comprise the entire development, notably, the historic buildings. This standard requires steeper roof pitches. The application requests relief from this standard through the Historic Overlay (HO) District incentives. The Planning Commission approved this proposed Historic Overlay District incentive.

Standard #4.3.

Ridge lines shall change by a minimum of two (2) feet, up or down, and are encouraged to change in relationship to changes that occur in the wall plane as required elsewhere in this overlay district.

The proposed new hotel is generally a flat roofed building with a variety of street facing pitched and flat roof forms and parapets of varying heights. The application meets this standard.

Standard # 4.4.

Roof lines shall be designed in a manner in which they do not deposit snow onto required parking areas, sidewalks, trash storage areas, stairways, decks, balconies or entryways.

The new roofs do not appear to deposit snow onto parking areas, sidewalks, trash storage areas, stairways, decks, balconies or entryways. The need for snow clips, snow fences, and other similar rooftop snow management techniques on the proposed roof elements will be reviewed with the building permit application. The application meets this standard.

Standard # 4.5.

If metal roofs are used, they shall be surfaced with a low-gloss finish or shall be of a material which shall, within a reasonable period, weather to a dull finish in order not to be reflective.

The application involves the installation of a dark grey standing seam metal roof with a low-gloss finish. The application meets this standard.

Standard # 4.6.

Metal roofs shall have a standing seam or be of a design that provides relief and shadow to the roof surface. Asphalt and fiberglass shingles shall be permitted provided that they are of heavy material so as to provide relief and shadow, and are of a design and color so as to be compatible with the building.

The application involves the installation of a standing seam metal roof. No asphalt or fiberglass shingles are proposed. The application meets this standard.

Standard # 4.7.

Bright colored roofs, which exceed a chroma of four (4) on the Munsell Color chart shall not be allowed.

The proposed dark grey standing seam metal roof does not exceed a chroma of 4. The application complies with this standard.

Standard # 4.8.

All rooftop mechanical, electrical, and electronic equipment shall be screened in a manner that is compatible and substantially similar with the colors and materials of the building or the roof.

The location of some rooftop equipment is generally noted on the Roof Deck Floor Plan. All rooftop equipment is subject to this requirement. Staff recommends the Planning Commission impose a condition reinforcing this requirement. The application meets this standard.

Standard # 5.2.

Building designs that duplicate, or are significantly similar in design to existing or proposed structures within the Main Street Overlay District and the Granite Street and Galena Street Overlay District shall not be allowed, with the exception that accessory

structures on the same lot or parcel as the primary structure shall be similar in design as the primary structure.

The proposed new hotel building does not duplicate another building in this overlay district. The application meets this standard.

Standard # 6.1.

No color may be used as the primary color of the building that exceeds a chroma of four (4) on the Munsell Color chart.

The proposed primary exterior building colors are natural brick and wood tones that do not exceed a chroma of 4. The application meets this standard.

Standard # 6.2.

Colors that exceed a chroma of four (4) but do not exceed a chroma of eight (8) on the Munsell Color chart may be used only as accents and then sparingly, such as upon trim or railing, and in no instance shall luminescent, fluorescent, or reflective colors be utilized on any exterior portion of the building.

The application does not include the use of luminescent, fluorescent, or reflective colors. The dark metal colored trim and accent colors do not exceed a chroma of 8. The application meets this standard.

Standard # 6.3.

The same, or substantially similar colors shall be used on the main structure and on any accessory structures upon the site.

The proposed materials on the new hotel building are not an exact match to the materials on the preserved historic buildings; however, the proposed hotel building materials are complementary to the character of the overall project and meet the remaining standards of this overlay district. The application meets this standard.

Standard # 6.4.

A color board shall be submitted and reviewed showing all proposed primary and accent colors and intensities for the exterior walls of the building.

The Applicant has submitted a proposed materials board. The application meets this standard.

ANALYSIS – DEVELOPMENT STANDARDS (§180-20)

Drainage Plan: The application includes civil engineering plans and a Stormwater Analysis prepared by JVA and a Dewatering Analysis prepared by Leonard Rice Engineers. The application materials have been reviewed by the Town Engineer and the Frisco Sanitation District. Please refer to the review comments from those agencies. The Planning Commission imposed a condition of approval that the Applicant shall satisfy the review comments of these agencies. With this condition, the application meets this standard.

Water Quality Protection: These standards are intended to maintain natural buffers, protect riparian habitat and the visual appearance of the Town's waterways, lakeshores, and wetlands by prohibiting soil disturbance within 25 feet of a body of water or wetland. This standard does not apply to this application.

Snow Storage and Snow Shedding: The application must provide adequate location and snow storage as prescribed by the parking regulations of the Town Code. The driveways and

parking spaces associated with the new hotel building are covered by building elements and no accompanying snow storage area is required. The application meets this standard.

Additionally, snow does not appear to shed onto outward swinging doors or windows and snow does not shed onto the public way. The need for snow clips, snow fences, and other similar rooftop snow management techniques on the proposed roof elements will be reviewed with the building permit application. The application meets this standard.

Road Construction and Maintenance Standards: Any private or public road design, construction or maintenance shall meet the Town Code standards for drainage plans, water quality protection, stream crossings by roads and utilities, construction in wetland areas, and street design criteria. There are no new private or public roads proposed. However, construction of this proposed mixed-use project will likely impact the existing, adjacent public streets and sidewalks. All repairs/replacement of these improvements will be required to comply with the standards of Chapter 155, Streets, Frisco Town Code, and its accompanying “Minimum Street Design and Access Criteria”. Any private improvements located in a street right-of-way such as snowmelt systems, soil nails, roof awnings, private parking or loading zones, etc. will be subject to Town Council approval of a Revocable License Agreement or other similar legal mechanism as determined by the Town Attorney.

Vehicular Access: All vehicular access must comply with the standards set forth in Chapter 155, Streets, Frisco Town Code, and the accompanying “Minimum Street Design and Access Criteria”. The application proposes to close two existing driveways to this property (an existing curb cut located on Main Street and another located on South 5th Avenue). The application proposes an accompanying reconfiguration of public parking spaces surrounding this development site. Vehicular access to four (4) parking spaces is proposed along the Granite Street Alley. Vehicular access to the Basement Level parking garage of the new hotel building will be located along South 6th Avenue. The application meets this standard.

The application proposes a designation of some parking spaces in the South 6th Avenue right-of-way as a loading zone and valet drop off zone. Such a proposal is subject to Town Council approval.

Non-vehicular Access: The purpose of this section is to promote the use of non-vehicular modes of transportation through a town-wide network of connecting non-vehicular pathways and provide safe access year-around. All site plans must provide for and show non-vehicular access in accordance with the standards set forth in Chapter 155, Street Design Criteria, Frisco Town Code. Every principal structure must provide safe and convenient non-vehicular access to a public street or road year-around. The proposed mixed-use project includes non-vehicular connections to the adjacent public streets and sidewalks. The application meets this standard.

Traffic Studies: The application included a Traffic Impact Study dated October 2017 prepared by Felsburg Holt & Ullevig (FHU). The Traffic Impact Study concludes:

VII. SUMMARY OF FINDINGS AND RECOMMENDATIONS

The proposed Foote’s Rest mixed-use redevelopment project is planned to consist of a 65-room hotel, 6 employee housing units, a 10-lane bowling alley, and 4,600 square feet of restaurant use. This proposed redevelopment site is located along Main Street between 5th and 6th Avenues in Frisco, Colorado—and is currently occupied by a mix of uses including a dessert/candy shoppe, curio shop, historic site, small office buildings, and food/drink stands. A portion of the historic buildings will be preserved, but are not planned to change land uses. Vehicular access for the development is proposed to be provided via a driveway providing parking garage access along 6th Avenue. On-street parking will also be available along Main Street, 5th Avenue, and 6th Avenue. It is

estimated that the proposed redevelopment would result in 1,862 daily vehicle-trips, with 185 trips occurring in the AM peak hour and 154 trips occurring in the PM peak hour.

Background and total traffic analyses were conducted for Existing, Short-Term, and Long Range traffic scenarios, revealing acceptable LOS for all intersections and movements. No delay or queuing issues are expected at study area intersections for all scenarios. Parking analyses per the Town's zoning code reveal that the 44 on-site provided spaces are insufficient for the type and intensity of the proposed land use. An additional 13 spaces are required to satisfy the town's requirements. This could be accomplished via off-site parking serviced by valet or shuttles or by petitioning the Town to allow for the use of on-street parking for hotel guests since the parking is shared primarily with downtown retail uses whose parking demand occurs at times opposite the Foote's Rest development.

The proposed traffic study was reviewed by the Town's Consulting Traffic Engineer. Please refer to the review comments from WSP. The application meets this standard.

Bicycle Racks: All commercial development shall provide bicycle racks, in an appropriate location, with bicycle stalls in the amount of no less than twenty percent (20%) of the total number of parking spaces required for the project, with a minimum of five (5) bicycle stalls. A total of 78 parking spaces are required without the application of the 20% mixed-use reduction or Historic Overlay District incentives. A total of sixteen (16) bike stalls are required. The proposed landscape plan identifies eight (8) "U" bicycle racks that can be double loaded to accommodate sixteen (16) bikes in the outdoor plaza area adjacent to Main Street. The application meets this standard.

Stream Crossings by Roads and Utilities: The application does not involve a stream crossing by roads or utilities. This standard does not apply to this application.

Buildings Occupying More Than One Lot: Lots 1-12, Block 11, Frisco Townsite shall be considered one lot for purposes of complying with zoning district regulations such as lot coverage, minimum lot size, lot frontage, and setbacks. The application meets this standard.

Development on Steep Slopes: All development in areas with steep slopes between 15% and 30%, the net site disturbance shall not exceed 50% of the total area within this range of slopes. There are no steep slopes on this site, so this standard does not apply to this application.

Grading Permit: The developer will be subject to the standards regulating grading permits.

Construction Trailers: The developer will be subject to the standards regulating the use and placement of construction trailers.

Nuisances (performance standards): The developer will be subject to the nuisance standards prescribed by this section.

Air Quality Protection: The submitted plans identify a fire place in the Level 1 hotel main entry/living room area, an outdoor gas fire pit, an outdoor wood fire pit, and rooftop gas fire pits. These items and any additional devices will be reviewed for compliance with the solid-fuel-burning device and non-solid-fuel-burning device standards at the time of building permit application.

Refuse Management: All commercial, mixed-use, and multi-family residential development projects shall provide adequate space for the collection and storage of refuse and recyclable materials. Dumpsters are required for commercial and mixed-uses projects, but only suggested

for multi-family residential projects. The application includes an enclosed trash bay accessed from the Granite Street Alley. The Applicant has provided a letter from Timberline Disposal which states:

I have reviewed the site plans and Timberline Disposal can provide weekly or biweekly service for the dumpster and recycling totes. Dumpsters and Toters can be provided in various sizes to accommodate different areas of storage. We can also provide Bear dumpsters and totes if needed. Dumpsters with wheels will allow us to service this account as needed.

Larry Romine, COO

The application meets this standard.

ANALYSIS – LANDSCAPING AND REVEGETATION (§180-20.1)

Landscaping Requirements by Project Type: This proposal is subject to the landscaping requirements for a Commercial and Mixed-Use Large Project Development.

Required Vegetation: For mixed-use large projects, a minimum of one (1) tree must be planted on the site for every 1,500 square feet of lot area, and one (1) shrub is required for every 2,500 square ft. of lot area. A lot size of 42,000 square feet requires a minimum of 28 trees and seventeen 17 shrubs. The application proposes 40 trees (2 existing and 38 new) and 18 shrubs. The application meets this standard.

Plant Sizes: Required plant materials must meet the following size requirements:

Planting Sizes of Required Trees	Sizes Proposed
Deciduous trees 50% min. 3- inch diameter	50%
Deciduous trees 50% min. 2-inch diameter	50%
Evergreen trees 25% min. 10 foot height	25%
Evergreen trees 25% min. 8 foot height	25%
Evergreen trees 50% min. 6 foot height	50%
Shrubs minimum five gallon	100%

The application meets this standard.

Species Diversity: To prevent uniformity and insect or disease susceptibility, species diversity is required and extensive monocultures of trees are prohibited. For projects required 20 to 39 trees, the maximum percentage of any one species of required trees is 33% (this does not apply to trees planted in excess of the minimum requirement). The application meets this standard.

Water Conservation: All landscaping plans should be designed to incorporate water conservation materials and techniques. Sod lawn areas shall not exceed 10% of the undeveloped area of the site. The application meets this standard.

Proposed landscaping plans must utilize plant materials found on the Town's approved plant material list or alternative plant materials may be considered if determined by the Community Development Department or Planning Commission on competent evidence, that the proposed plant is suitable to the climate and placement on the site. The application meets this standard.

Revegetation of Disturbed Land: All areas disturbed by grading or construction, not being formally landscaped, shall be revegetated. The application meets this standard.

Credit for Preservation of Existing Trees: The use of existing healthy vegetation is encouraged and existing trees may be substituted for up to 50% of the required tree number. Two (2) existing evergreen trees are preserved, so one (1) may be counted toward the landscaping requirements. The application meets this standard.

Protection of Existing Vegetation: The zoning ordinance allows existing trees to be removed from a site without replacement when those trees are located on land to be occupied by buildings, parking, and paving plus an adjacent clearance strip. The application meets this standard.

Irrigation System Requirements: Landscape plantings must be properly irrigated during periods of time necessary to establish and maintain the landscape in good health and condition. The application proposes the installation of spray and drip irrigation as outlined on the submitted landscape plans. The application meets this standard.

Landscape Maintenance: Landscaping shall be maintained in good health and condition perpetually. If any vegetative landscaping required by this chapter shall die, it shall be replaced within one year. The proposed landscape plans include maintenance notes for the developer and their successors and assigns. The application meets this standard.

ANALYSIS – OUTDOOR LIGHTING (§180-20.2)

The application includes an exterior lighting plan prepared by AEC, Architectural Engineering Consultants.

Exterior Fixtures: Exterior light fixtures shall conform with the Illuminating Engineer Society of North America (IESNA) criteria for full cut-off fixtures, that is, no significant amount of the fixture's total output may be emitted above a vertical cutoff angle of 90 degrees. Any structural part of the fixture providing this cutoff angle must be permanently affixed. The proposed exterior light fixtures are full cut-off. The application meets this standard.

Height: Wall mounted light fixture shall not exceed the height of the wall to which it is mounted. The application meets this standard.

For mixed-use projects, freestanding lights shall not exceed fifteen (15) feet in height. The proposed freestanding light fixtures are two (2) feet in height and eight (8) feet in height. The application meets this standard.

Light Emissions: Outdoor light fixtures must be positioned so that there is no direct light emission onto adjacent properties. The proposed exterior lights are full cut-off and based upon the submitted lighting plan do not appear to emit direct light onto neighboring properties. The application meets this standard.

Design: It is required that light fixture designs reflect the small mountain town character of Frisco. The application proposes wall sconce light fixtures, similar to other buildings in Frisco, that are in keeping with the small mountain town character of Frisco. The application meets this standard.

Energy Savings: Wherever practicable, it is encouraged (not required) that lighting installations include timers, dimmers, and/or sensors to reduce overall energy consumption and unnecessary lighting. The application proposes the use of LED technology. In addition, common

area lighting will be controlled with photocells and timeclock systems. The application meets this standard.

ANALYSIS – PARKING AND LOADING (§180-23)

On-Premise Parking Requirements: The application complies with the parking requirements of the Frisco Town Code. Parking for this mixed-use project is required as follows:

Land Use	Required Parking Spaces
Retail, personal service, restaurant, non-first floor office	0
Bowling Alley (2.5/lane, 10 lanes)	25
On-street Parking Credits for Bowling Alley	-25
New hotel (1/bedroom, 65 rooms)	65
New Employee Housing Units (1/bedroom, 6 studios)	6
Existing Foote's Rest Home (1/bedroom, 4 bedrooms)	4
Existing Cabin #2 (1/bedroom, studio)	1
Existing Cabin #3 (1/ bedroom, studio)	1
Visitor Parking (1 for every 5 dwelling units)	1
Sub-Total	78
Mixed-Use Reduction (-20%)	-16
Required Parking Spaces	62
Proposed Parking Spaces	67

Many of the commercial uses in the Central Core District have no parking requirement. As identified in the table above, a total of 62 on-site parking spaces are required for this mixed-use project. The application proposes a total of 67 on-site space parking spaces. Sixty three (63) of the proposed parking spaces are located in a garage on the Basement Level of the new hotel building. The application proposes the installation of twenty three (23) vehicle lift systems in the garage parking garage which create forty six (46) over-under tandem parking spaces. Four (4) tandem surface parking spaces are accessed from the Granite Street Alley. The application meets this standard.

On-Street Parking Credits: Parking requirements for non-overnight uses may be reduced in the Central Core District in recognition of adjacent public on-street and alley parking. This parking reduction is available at a rate of one (1) parking space for every twenty-five (25) linear feet of frontage abutting a public right-of-way on which legal on-street parking exists within 300 feet of the property. The on-street parking credits apply to all applicable businesses. The parking spaces used in calculating this credit are not assigned or allocated to any business or development project in any way.

Bowling alleys have a parking requirement of 2.5 parking spaces for each lane. This requirement applies town wide and is not exempted in the Central Core District like some other commercial uses. The proposed 10 lane bowling alley has a parking requirement of 25 spaces which are off-set by this on-street parking credit.

The on-street parking credits can be used to meet the parking requirements for any future first floor office or medical office uses in this mixed-use project (1 space per 350 sq.ft. and 450 sq.ft. of gross floor area respectively).

Multi-use Shared Parking Provisions: In the Central Core District, parking reductions for multi-use developments may be allowed of up to twenty (20) percent of the required parking

upon approval (with or without conditions) by the Planning Commission according to the following criteria:

- a. The proposed parking for both uses shall be on-site; and
- b. The parking is provided in areas designed to serve two (2) or more distinctly different land uses; and
- c. The reduction in parking is justified using industry standards such as those established by the Urban Land Institute, the Institute of Transportation Engineers or other acceptable standards.

This request for a mixed-use shared parking credit was reviewed by the Town's consulting traffic engineer. The consulting traffic engineer determined that:

The development clearly meets criteria 1 and 2 above. Criteria 3 is a bit more objective. Generally speaking, the parking compatibility of a restaurant with hotel and residential uses is not generally acceptable during the evening time period. However, a case can be made that the restaurant will generally draw from the residential/hotel guests (already parked) and pass-by foot traffic (already parked) in downtown. In this case, criteria 3 would generally be met.

As addressed in the TIS, the proposed Foote's Rest development has a shortfall in parking, per the Town of Frisco Zoning Code §180-23. Within the parking analysis section of the study, the parking disparity is addressed with a couple alternatives including a valet parking proposal. In a separate memo, the developer lays out a plan to support any parking needs beyond what will normally be expected. The developer suggests that the occupancy of the hotel, on average, will be less than 75% and the full parking requirement will generally not be necessary. It is our opinion that this is a good plan to mitigate any potential need for parking beyond what is proposed.

Visitor Parking: Visitor parking is required at a rate of one (1) parking space for every five (5) dwelling units. There are three (3) existing dwelling units on this site (Foote's Rest Home, Cabin #2, and Cabin #3) and six (6) proposed Employee Housing Units, for a total of nine (9) dwelling units. Therefore, one (1) visitor parking space is required.

Understructure Parking Facility Provisions: For purposes of this provision, understructure parking shall mean that the parking will be located in a Parking Facility which is substantially underground or substantially below the average existing grade or located at grade under a structure. All understructure parking must meet the following criteria:

- a. That above grade parking for the project be significantly screened from adjacent public rights-of-way; and,
- b. That the understructure Parking Facility is significantly screened from any public rights-of-way; and,
- c. That vehicular access to and from the understructure Parking Facility is not provided from Main Street or Summit Boulevard, unless no other access point exists.
Technical specifications for underground parking structures are found in the Town of Frisco Minimum Street Design Criteria, as referenced in Chapter 155.

The four (4) proposed above grade parking spaces along the Granite Street Alley are screened from the public right-of-way by the proposed building. The understructure parking facility is

below grade and therefore screened from the public right-of-way. The proposed access to the Basement Level parking garage is from South 6th Avenue. The application meets this standard.

Parking Dimensions and Design: Required parking spaces shall be a minimum of 9 feet wide by 18.5 feet long in size. Covered parking shall have a minimum vertical clearance of eight (8) feet. To facilitate the installation of the proposed vehicle lift systems, the application requests relief from this standard through the Historic Overlay (HO) District incentives. The Planning Commission approved this proposed Historic Overlay District incentive.

Accessible Parking: All multi-family projects with over seven (7) units and commercial projects must provide accessible parking. A minimum of one space must be sized and configured to be van accessible. ADA parking spaces do not count toward visitor parking spaces. For 26 to 50 total parking spaces, two (2) accessible parking spaces are required. The application proposes two (2) accessible parking spaces, one (1) of which is van accessible. The application meets this standard.

Tandem Parking: In addition to the previously proposed traditional front-to-back tandem parking, the application also includes over-under tandem parking with the proposed installation of vehicle lift systems. The Planning Commission must find that the layout of the proposed tandem parking is functional and, at a minimum, two of the following four criteria are met:

1. *That some of the spaces could be used as potential visitor parking space; and/or,*
2. *That, given the layout and design of the building, adequate storage space is provided for the residents so that it is not anticipated the parking space(s) will be needed predominately for storage; and/or,*
3. *That the architecture of the building façade which faces or accesses the parking spaces avoids a canyon effect, such that movement is provided in the building design; and/or,*
4. *That an adequate turning radius area is provided with the parking layout to allow for turning and backing into or out of the tandem parking spaces.*

The spaces could be used as visitor parking. Adequate storage is provided for the existing Foote's Rest Residence, Cabins, and the new Employee Housing Units. The tandem parking is located in a Basement Level parking garage and does not involve above grade building façades that create a canyon effect. Adequate turning radius area is provided. The Planning Commission found that the proposed tandem parking meets the criteria of this section, the application meets this standard.

Tandem parking is only allowed for residential uses. The tandem parking spaces located in the Basement Level garage could be utilized by the hotel and other commercial uses. All vehicles in the parking garage will be valet parked to minimum operational conflicts. The application requests relief from this standard through the Historic Overlay (HO) District incentives. The Planning Commission approved this proposed Historic Overlay District incentive.

Snow Storage Areas: Snow storage must be provided for all uncovered parking areas and driveways. The proposed driveways and parking spaces associated with the new hotel building are covered by building elements and no accompanying snow storage area is required. The application meets this standard.

Loading Area: On premises loading areas shall be required for each structure according to the following schedule, unless it can be demonstrated to the satisfaction of the Town that sufficient

loading is available from an adjacent alley or other suitable area, which alley or area is shown not to impede vehicular traffic or pedestrian use when used for loading purposes:

Commercial Uses:

0-12,000 square feet GFA - 0

12,000 - 40,000 square feet GFA - 1

For each additional 40,000 square foot GFA, or increment thereof – 2

The application proposes loading along the Granite Street Alley. Similar to other existing developments along the Granite Street Alley, the alley provides a sufficient loading area that does not impede vehicular traffic or pedestrian uses. The application meets this standard.

ANALYSIS – HISTORIC OVERLAY DISTRICT (§180-18.2)

The purpose of the Historic Overlay (HO) District is to preserve and promote Frisco's historical heritage. The HO designation is not a requirement for historical properties, but encourages the voluntary preservation of historic buildings, preferably on the original site, and properties through incentives and allows for alteration and rehabilitation of historic structures.

The review process for a proposed HO rezoning is as follows:

1. Owner requests and makes application for an HO rezoning.
2. Standard rezoning procedures are followed, except the HO review criteria are applied in lieu of the standard rezoning criteria.
3. Pursuant to Pursuant to §180-18.2-C, Frisco Town Code, the criteria for designating historical properties is as follows:

a. That the structure(s) be at least fifty (50) years old;

Staff comment: The existing Foote's Rest, cabins, blacksmith shop, Staley Rouse House, and the Counihan building (currently occupied by the Knititation Store) are all more than 50 years old based upon county records and research by the Frisco Historic Museum. The application meets this standard.

b. That the structure(s) or lot(s) have unique historical significance; and,

Staff comment: The subject property and structures are listed on the town's Historic Inventory and are of unique and representative architecture of the early days of Frisco. The Foote's Rest building is listed on both the Colorado State Register of Historic Properties and the National Register of Historic Places. The Staley Rouse House is currently listed on the Colorado State Register of Historic Properties. Additionally, the Foote, Staley, and Rouse families are all notable in terms of their historic involvement in the community. The application meets this standard. The Staley Rouse House is significant in terms of the unique architecture it possesses. Notably, the logs of the lower story are oriented in a vertical position with unusual joinery at the corners. Cabin 4 and the Counihan/Knititation building are not identified as historically significant or of high integrity.

c. That remodeling has not covered the original features of the structure(s), or that the structure(s) has been or is in the process of being rehabilitated to its original configuration or design.

Staff comment: The existing Foote's Rest, cabins, blacksmith shop, and the Staley Rouse House will be preserved and non-historic building elements will be removed in accordance with the Secretary of the Interior's Standards for Historic Preservation. The application meets this standard. A prescription for the specific preservation practices to address all historic buildings will be submitted to staff and must be approved with review by a historic preservation specialist.

4. Preliminary and final public hearings are held before the Planning Commission, and then the Planning Commission makes a recommendation to the Town Council.
5. Town Council holds public hearings on the first and second reading of an ordinance to rezone the property to HO.
6. Following designation as HO, any future changes, alterations, and development must conform to the standards outlined in §180-18.2-F, Frisco Town Code.

Pursuant to §180-18.2-F, Frisco Town Code, any addition, alteration, or rehabilitation of a historic structure must meet US Secretary of the Interior's Standards for Rehabilitation as follows:

a. A property shall be used for its historic purposes or be placed in a new use that requires minimal change to the defining characteristics of the structure and its site and environment.

The defining characteristics of all of the historic buildings will be improved or left the same with this development. While the Staley Rouse House will be moved from its original location, its new site is in conformance with the purchase and sales agreement. Given the zoning of the property for commercial purposes and the allowances for additional development, the relocation is more complimentary versus detrimental to the integrity of the Staley Rouse House. The use of the building will not be residential, its original purpose, but will be put to a commercial use facing Main Street. The character of the Staley Rouse House will be improved as it will be brought back to its original character by removal of the porch and outside chimney.

b. The historic character of a property shall be retained and preserved. The removal of historic materials or alternations of features and spaces that characterize a property shall be avoided.

The historic character of the historic buildings on the site will be retained and preserved. The historic integrity of the Staley Rouse House will be improved by the removal of additions made to the building in the 1980/90s.

c. Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

No alterations are proposed that will obscure the historic or physical structure that might lead to a false sense of historic character or time period. The ATM machine feature should be removed and the Foote's Rest building should be repainted and improved to ensure its longevity. Staff will work with the Applicant regarding this matter prior to the historic covenant being assigned and approved by council.

d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

While additions have been made to the historic structures over time, Staff is of the opinion that the porch and chimney of the Staley Rouse House should be removed to simplify the look and character of the building in keeping with the original design of the building. These additions are not of particular or valued representation of a time period.

e. Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

Historic building character will be improved by the project.

f. Deteriorated historic features shall be repaired rather than replaced. When the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.

All historic buildings will be required to be stabilized, upgraded, and improved to increase the level of preservation over time. The application notes that all rehabilitation will be done in accordance with these standards. Staff recommends the Planning Commission impose a condition that prior to application for a building permit, the Applicant must submit to the Community Development Department for staff review a written historic preservation prescription for each historic building that demonstrates compliance with these standards. With this condition, the application meets this standard.

The application notes that all rehabilitation will be done in accordance with these standards. The Planning Commission imposed a condition that prior to application for a building permit, the Applicant must submit to the Community Development Department for staff review a written historic preservation prescription for each historic building that demonstrates compliance with these standards. With this condition, the application meets this standard.

Pursuant to §180-18.2-F, Frisco Town Code, the Applicant may request the use of incentives and the Planning Commission may allow for the use of some or all incentives (with a fewer number of criteria met justifying fewer incentives and a greater number of criteria justifying more incentives) based upon the following:

- a. Protects and preserves the town's historic and cultural heritage by retaining and/or remodeling aspects of a historic building(s) such as, but not limited to, the facades being compatible with the character of the historic era;**

The Applicant has provided the following response to this criterion:

This plan proposes to preserve and/or remodel six of the historic buildings on the Foote's Rest Block 11 site. The Staley House will be restored to meet historic compliance with the removal of the porch and fireplace element. The Foote Residence and Sweet Shop will be preserved in its original location with paint color true to its historic period. Cabins 1, 2, and 3 will be preserved and relocated, per the development agreement, on Main Street and 5th Avenue while keeping their historic relationship to each other. The Blacksmith structure is dilapidated and the building shall be reconstructed with the spirit of the original building in concert with the preserved Cabins.

Staff comment: The application preserves six (6) existing historic buildings on this site. A historic preservation plan has been proposed and certain non-historic elements of these buildings will be removed. Frisco does not have mandatory protection regulations for historic resources, so historic structures are at risk of being moved or razed by property owners. Staff finds that in utilizing the HO, this project achieves this criterion.

b. Increases economic and financial benefits by enhancing the property and making it more accessible and/or attractive for heritage tourism;

The Applicant has provided the following response to this criterion:

Foote's Rest Block 11 will become more attractive to heritage tourism through the redesign of the site into a cohesive destination with a large portion dedicated to the historic legacy. The existing historic buildings will be sited together to heighten the historic quality and create a more pronounced cultural experience. Access into the Foote's Rest Sweet Shoppe will provide economic and historic opportunities through retail sales and preservation of key artifacts such as the historic mailbox slots. A hotel sited adjacent and complimentary to the Historic Foote Residence, Staley House, cabins and Frisco Main Street will create a unique experience that supports the authenticity of Frisco. In fact, the cabins themselves were originally built as lodging units in the late 1930's early 1940's. The proposed lodging will attract tourists to stay on the property, creating an opportunity for economic growth. Since the 1900s, the Foote property has been a community gathering place for citizens and visitors alike. The proposed plan will be to maintain and amplify this historic use to attract tourists to visit the property for exploration of the past, shopping, dining and recreating.

Staff comment: These buildings are presently on the historic walking tour of the Frisco Historic Park and Museum and will be able to continue to be a part of Frisco's heritage if preserved. Economic analysis and visitor surveys show that heritage tourism plays a significant role in the town's visitor economy. As a whole, the development will add more diversity and vitality to this important Main Street frontage and, in the context of the development of the overall site; the historic buildings will likely increase the economic benefit to the property and town.

c. Provides educational opportunities to increase the public's awareness and appreciation of Frisco's unique heritage;

The Applicant has provided the following response to this criterion:

Existing informational plaques will be maintained as well as historic elements to educate the public on historic buildings. The historic portion of the site will also have interactive components such as sales of locally made fudge and ice cream to engage visitors while learning about the unique architecture of the Staley House, Foote Residence and other historic structures. Additionally, new signage and visual media will be installed to convey the heritage of the families that have lived and continue to live at Foote's Rest Block 11. The Staley House and Foote's Rest will be able to remain on the Historic Walking Tour of Frisco.

Staff comment: As noted above, the buildings will still be in place and can be used to raise awareness about the town's history and architecture. The historic structures will be "living buildings"; improved, preserved, and put to uses that allow for their observation, as examples of historic architectural techniques and styles, and keep the buildings alive through reuse.

- d. Maintains the structural integrity of the historic structure and/or rectifies safety concerns for the structure or brings the structure into greater compliance with life, health, and safety codes;**

The Applicant has provided the following response to this criterion:

The structural integrity of the existing Staley House and cabins 1, 2, and 3 will be maintained through relocation and remodeling to rectify issues with structural and/or historical integrity. The Foote's Rest building will remain in its existing location and will continue to operate as Foote's Rest Sweet Shoppe meeting all life, health and safety codes.

Staff comment: The building will be rehabilitated as required by the HO standards to conform to the Secretary of the Interior Standards. Equally important is that certain non-historic elements of these buildings will be removed.

- e. Retains some or all of the historic structure(s) on the original site.**

The Applicant has provided the following response to this criterion:

Foote's Rest, the Staley House, historic cabins 1, 2, and 3 and the reconstructed Blacksmith shop will be maintained within the Block 11 site.

Staff comment: The application preserves six (6) existing historic buildings on this site. The Foote's Rest will remain in its original location. The location of the other buildings may be modified, but they will remain located on the overall development site. Each of the six historic buildings will be located along a street frontage in prominent public view. Portions of structures (notably the existing garage attached to the Foote's Rest) will be removed due to poor condition. Another cabin (presently the outside restrooms), are not considered historic in terms of age and construction type.

- f. Structural or use changes that further the goals or objectives of the Frisco Master Plan;**

The Applicant has provided the following response to this criterion:

The relocation of the buildings will create a destination for heritage tourism, create an authentic development, promote the local economy with the addition of new business and provide much needed local workforce housing.

The Applicant has provided the following response to this criterion:

The relocation of the buildings will create a destination for heritage tourism, create an authentic development, promote the local economy with the addition of new business and provide much needed local workforce housing.

Staff comment: The application preserves six (6) existing historic buildings on this site. A historic preservation plan has been proposed and certain non-historic elements of these buildings will be removed. The development furthers the following goals of the Frisco Community Plan:

Arts & Culture:

- Preserve and enhance the Town's historic resources

- Enhance Frisco as a cohesive community, which includes fulltime residents, second homeowners, businesses and visitors.
- Celebrate and highlight Frisco's heritage.

Built Environment:

- Encourage eclectic and sustainable designs for new construction and redevelopment to enhance the community's character.
- Ensure the design of Frisco's public spaces, streets and pathways reflect Frisco's mountain town character.
- Preserve and enhance the Main Street area as the heart of the community.

Energy:

- Encourage the use of recycled materials, renewable energy sources and the use of green and energy efficient building practices.
- Promote conservation and use of resources to maintain sustainable community for generations to come.

Economy:

- Continue to promote the town as a year-round destination.
- Encourage and direct economic growth.
- Support the creation and outlet for local markets and support local workforce policies.

Housing

- Provide a variety of affordable housing opportunities, regulations and/or programs that meet the needs of Frisco residents.
- Promote and encourage public/private partnerships for the development of affordable housing to achieve the highest quality housing possible.

g. Brings new development/redevelopment on the site that allows for the preservation of historic resources on the site that would not likely occur without the development.

The Applicant has provided the following response to this criterion:

Through the combination of the three lots on Block 11, the existing buildings and uses are reconfigured to combine both historic preservation and vibrant new growth in an inclusive, unified development. The opportunity to design a master plan for the block allows for reinvigoration of the historic character simultaneously with the expansion of new, complementary architecture meeting the character of Main Street.

Staff comment: The Frisco Town Code does not preclude property owners from demolishing historically significant buildings. This Applicant has the right to raze this entire development site that would result in the loss of multiple historic structures which would alter the character of Frisco's Main Street. The HO District is intended to encourage historic preservation while also allowing property owners the opportunity to exercise their private property rights, retain economic value for their property, and to create opportunities for development and redevelopment that can both meet the desires of the individual property owner and further other goals of the Frisco community (economic development, public amenities, housing diversity and affordability, community character, etc.).

Pursuant to §180-18.2-F, Frisco Town Code, the Applicant may request relief from the

underlying zone district standards, the architectural overlay district requirements, and the general development standards of the zoning ordinance. The application materials identify the proposed incentives being requested. In summary, waivers and/or modifications from the following requirements are being requested:

- Central Core District
 - Third floor façade 10 foot setback from street facing property lines
- Main Street Overlay District
 - Standard 2.1, Façade Lengths
 - Standards 4.1-4.8, Roofs
- Parking and Loading
 - Parking Space Dimensions
 - Tandem Parking

The demolition of existing structures in the Historic Overlay District is addressed in §180-18.2-F-5, Frisco Town Code. This code section states:

*5. Demolition of a historic structure or feature in the Historic Overlay District.
An owner of a designated historic property must provide data to clearly demonstrate that the situation meets all of the following criteria before demolition can occur:*

a. Review for total demolition:

1. The structure proposed for demolition is not structurally sound despite evidence of the owner's efforts to properly maintain the structure; and

2. The structure cannot be rehabilitated or reused onsite to provide for any reasonable beneficial use of the property; and

3. The structure cannot be practically moved to another site in Frisco; and

4. The application demonstrates that the proposal mitigates to the greatest extent practicable the following:

i. Any impacts that occur to the visual character of the neighborhood where demolition is proposed to occur.

ii. Any impact on the historic importance of the other structure (s) located on the property and adjacent properties.

iii. Any impact to the architectural integrity of the other structure (s) located on the property or adjacent properties.

As stated above, these review criteria apply to historic structures in the HO. The application proposes the demolition of the Counihan's commercial building and sheds, the former High County Conservation Center greenhouse, and Foote Cabin #4. None of these structures proposed for demolition meet the criteria for historical designation as outlined in §180-18.2-C. As confirmed by the Town Attorney, since these structures are not "historic structures" in the HO, these review criteria are not applicable to this proposal.

The relocation of historic structures within the Historic Overlay District must conform to the criteria of §180-18.2-F-6, Frisco Town Code. This code section states:

6. In the case of archaeological sites or relocation of a historic structure, consideration will be given to whether information can be recovered as part of the demolition or relocation process.

a. Review criteria for partial demolition or relocation:

- 1. The partial demolition or relocation is required for renovation, restoration or rehabilitation of the structure in its present location or future site; and*
- 2. The application has mitigated to the greatest extent possible:*
 - i. Impacts on the historic importance of the structure (s).*
 - ii. Impacts on the architectural integrity of the structure (s).*

The application proposes to preserve six (6) historic buildings and rehabilitate those buildings in accordance with US Secretary of Interior standards to help preserve the historic importance and architectural integrity of the structures. Some of the historic structures on this site are proposed to be relocated from their current location to another location within the development site. No historic structures are being relocated to the Historic Park or other off-site locations. The proposed relocation of historic buildings consolidates the historic elements and accommodates the construction of a new building on the remainder of the site. This approach facilitates the preservation of these historic resources. Historic preservation is not required by the Frisco Town Code and property owners have the right to demolish historic structures. The Applicant could choose to forgo a Historic Overlay rezoning request, demolish the historic structures on their property, and pursue redevelopment of their property without any historic preservation. Therefore, the proposed relocation is required for the renovation, restoration, and rehabilitation of the subject historic buildings. The application meets this standard.

Public Comment

As of January 3, 2018, the Community Development Department has not received any written public comments concerning the proposed rezoning since the Planning Commission's December 7, 2017 public hearing.

Staff and Planning Commission Recommendation

Should the Town Council choose to APPROVE the proposed rezoning of the subject property to the Historic Overlay District, the Community Development Department recommends the following findings:

- 1. The proposed rezoning application is in general conformance with the principals and policies of the Frisco Community Plan, specifically, the quality of life statements and associated criteria related to the arts & culture, built environment, energy, economy, housing, and health and wellbeing.*
- 2. The proposed rezoning application is in general conformance with the Town of Frisco Zoning Regulations, specifically Section 180-18.2, Historic Overlay District, since the subject property, including the six (6) existing historic structures, Foote's Rest (store and residence), Cabin #1-3, Blacksmith Shop and Staley Rouse House, has special historic value and should be designated as historical. The proposed designation of the subject property as a historical property meets the criteria outlined in Section 180-18.2-C.2, as follows:*
 - a. That the structure(s) are at least fifty (50) years old; because county records and research by the Frisco Historic Museum indicate that the existing Foote's Rest, cabins, blacksmith shop, and the Staley Rouse House are all more than 50 years old based upon county records and research by the Frisco Historic Museum.*

- b. *That the structure(s) or Lot(s) have unique historical significance, because the subject property and structures are listed on the town's Historic Inventory and are of unique and representative architecture of the early days of Frisco. The Foote's Rest building is listed on both the Colorado State Register of Historic Properties and the National Register of Historic Places. The Staley Rouse House is currently listed on the Colorado State Register of Historic Properties. Additionally, the Foote, Staley, and Rouse families are all notable in terms of their historic involvement in the community. The application meets this standard. The Staley Rouse House is significant in terms of the unique architecture it possesses. Notably, the logs of the lower story are oriented in a vertical position with unusual joinery at the corners.*
 - c. *That remodeling has not covered the original features of the structure(s), or that the structure(s) has been or is in the process of being rehabilitated to its original configuration and design, because inspection of the property and historic resource; because the existing Foote's Rest, cabins, blacksmith shop, and the Staley Rouse House will be preserved and non-historic building elements will be removed in accordance with the Secretary of the Interior's Standards for Historic Preservation.*
- 3. *The proposed rezoning application is in general conformance with the Town of Frisco Zoning Regulations, specifically Section 180-18.2, Historic Overlay District, since the proposed addition, alteration or rehabilitation to a historic structure or feature complies with the following US Secretary of Interior's Standards for Rehabilitation outlined in Section 180-18.2-F.1.*
 - a. *A property shall be used for its historic purposes or be placed in a new use that requires minimal change to the defining characteristics of the structure and its site and environment; because the defining characteristics of all of the historic buildings will be improved or left the same with this development. While the Staley Rouse House will be moved from its original location, its new site will be in conformance with the purchase and sales agreement. Given the zoning of the property for commercial purposes and the allowances for additional development, the relocation is more complimentary versus detrimental to the integrity of the Staley Rouse House. The use of the building will not be residential, its original purpose, but will be put to a commercial use facing Main Street. The character of the Staley Rouse House will be improved as it will be brought back to its original character by removal of the porch and outside chimney.*
 - b. *The historic character of a property shall be retained and preserved. The removal of historic materials or alterations of features and spaces that characterize a property shall be avoided; because the historic character of the historic buildings on the site will be retained and preserved. The historic integrity of the Staley Rouse House will be improved by the removal of additions made to the building in the 1980/90s.*
 - c. *Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken; because no alterations are proposed that will obscure the historic or physical structure that might lead to a false sense of historic character or time period. The ATM machine feature should be removed and the Foote's Rest building should be repainted and improved to ensure its*

longevity. Staff will work with the Applicant regarding this matter prior to the historic covenant being assigned and approved by council.

- d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved; because while additions have been made to the historic structures over time, Staff is of the opinion that the porch and chimney of the Staley Rouse House should be removed to simplify the look and character of the building in keeping with the original design of the building. These additions are not of particular or valued representation of a time period.*
 - e. Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize a property shall be preserved; because the historic building character will be improved by the project.*
 - f. Deteriorated historic features shall be repaired rather than replaced. When the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence; because all historic buildings will be required to be stabilized, upgraded, and improved to increase the level of preservation over time. The application notes that all rehabilitation will be done in accordance with these standards. The Planning Commission imposed a condition that prior to application for a building permit; the Applicant must submit to the Community Development Department for staff review a written historic preservation prescription for each historic building that demonstrates compliance with these standards. With this condition, the application meets this standard.*
- 4. The proposed relocation of historic structures is required for the renovation, restoration or rehabilitation of the structure and the application mitigates the impacts on the historical importance and architectural integrity of the structures.*

On that basis, it is Staff's

RECOMMENDATION

That the Town Council

ADOPT the recommended findings set forth in the staff memorandum to Town Council dated January 9, 2018, and APPROVE Ordinance 18-02 upon first reading.

Attachments:

- Letter from Susannah Reid, Reid Architects dated 12/26/17
- Application Materials
- Ordinance No. 18-02

R E I D • A R C H I T E C T S , i n c

To: Joyce Allgaier
Community Development Director
Town of Frisco, Colorado

Re: Foote's Rest at Block 11
Historic Building Review

Date: December 26, 2017

Overview:

Block 11 is located along Frisco's Main Street between 5th and 6th Avenues. The block contains several historic buildings. The two most significant are Foote's Rest / Wildhack's / Post Office and the Staley-Rouse House. Several other buildings on the site are also recognized as historic by the recently completed 2017 Historic Property Inventory. The inventory refers to 5 other log cabins, four of which were built by Guy Cannam between 1935 and 1940 as tourist accommodations. A wood barn is also mentioned, it dates to 1880s. One additional structure may also have historic significance, it is located on 6th Ave.; it is not mentioned in the 2017 survey. The building that currently houses Knititation, has the form, construction details and window pattern that imply possible historic significance.

Historic Buildings:

1. The Staley-Rouse House is the most significant building on the site. The 1909 house's historic significance and integrity are well documented and the building has been listed on the State Register of Historic Places. The house sits in its original location and has a small shed roof addition at the rear. (The shed roof portion appears in early photos of the building.) The cobble stone chimney and entry porch were added in the 1980s, which also required alteration to windows on the east side of the house. The State Register nomination describes in detail the unusual nature of the log construction of this house. The vertical logs on the main level and the keyed half-notching on the second level are uncommon in themselves, and even more so when combined on this building. The house was recognized and listed on the State Register in 2007. Overall the house is one of the oldest and best preserved buildings in Frisco. (the house is named 'conservation' on the survey dated 8/16/17)
2. The Foote's Rest / Wildhack's / Post Office building is comprised of a significant two story building with several additions of varying ages. Information on the structure and its history is well documented in the 2017 Historic Property Inventory. The additions have achieved some historic significance, as have early alterations to the main part of the structure. (the building is named '510 main' on the survey dated 8/16/17)
3. Five Pioneer Log Cabins are located on the west half of the site. Four of these were apparently built by Guy Cannam, a previous owner of Foote's Rest as guest cabins in the second half of the 1930s. Little other documentation is provided in the 2017 Historic Property Inventory and nothing in particular is said about the 5th cabin. These five buildings appear to retain good historic integrity and all seem to display a construction method common to several pioneer log buildings in Frisco. Specifically, instead of notched or overlapped log corners, the logs end at vertical rough sawn boards. These boards frame each wall plane and instead of meeting at the outside corner of the building, they meet at the back of the wall plane, creating a small inside corner condition. In the case of at least two of the cabins, this inside corner has been filled with a vertical log. This type of construction can be seen in several historic buildings around Frisco as well as elsewhere in Colorado. (the cabins are named 'cabin', some numbered, on the survey dated 8/16/17)

4. The Barn is located at the rear of the site and is mentioned in the 2017 Historic Property Inventory with a construction date in the 1880s. The barn is one and one half stories with wood plank siding and remains intact in its original form. While it may suffer from deferred maintenance, it is well preserved and retains a high level of integrity. (the barn is named 'barn' on the survey dated 8/16/17)

5. The Knititation building has the simple front gable form, thin roof eaves and the simple window pattern typical of a first half of the 1900s building. There is no information readily available on the building, but it should be noted that it may have historic potential. It may also be true that alterations have reduced its significance. (the building is not named but located along 6th Ave on the survey dated 8/16/17)

6. Several other buildings of varying vintages are located on the site. A cursory visual review did not find anything of historic significance. Either due to recent construction or significant alteration. (named shed or greenhouse or not shown on the survey dated 8/16/17)

Recommendations:

There are two pillars of historic preservation; significance and integrity. Significance refers to the story of the building; its construction date and methods, owners, designers or the location of significant events. The integrity refers to how well the building continues to convey those qualities. Additions, alterations and relocations can all have potentially serious impacts on the integrity of a building. When looking at a building for preservation it is important to consider both these pillars. In addition, some alterations may take on significance in their own right and others may not. With this in mind, below are recommendations for handling the buildings based on the information available and visual review.

There is no doubt about the significance of the Staley-Rouse House. When reviewing the development application every effort should be made to recognize the importance of this building. While the preservation of the house in its current location is the most appropriate approach, from a preservation point of view, this apparently is not possible. Onsite relocation is the second best approach. Careful consideration should be given to ensure the house is relocated in such a way that preserves its historic relationship to Main Street, both in orientation, set back and to its relationship to historic grade, i.e. the main level's height above the existing grade. In addition, the relocation should ensure that the building retains visual prominence on the site and does not place the building where the unusual details of its construction will be obscured. In addition, the non historic porch and chimney should be removed, with the affected areas restored to their original condition. Relocation will most likely result in delisting of the building from the State Register, but appropriate relocation can place the building where it will continue to be a prominent part of the history of Frisco.

The current development plan (sheet A1.1 dated 5/15/17) seems to preserve the Foote's Rest / Wildhack's / Post Office building in its entirety, which is commendable. The preservation of three of the five log cabins is desirable, as is the preservation of the barn. The barn is clearly a significant piece of history on this site. A perspective dated 11/29/17 shows the Staley-Rouse house located on the corner, which gives it a prominent location on the site with maximum visibility as well as distance from the new development.

Keeping the barn in its current location is desirable and will result the appropriate preservation of this important resource. Preservation of some of the several log cabins currently located on the site is also desirable. Not only does this preserve historic buildings, it maintains the small scale of historic structures on this end of the block, which is a more appropriate context for the new Staley-Rouse House location.

Finally, a detailed preservation plan for the handling of each of the historic buildings to remain or be relocated on this site should be required as part of the development approvals. This plan should address how the buildings will be protected from adjacent construction activities; if they are moved, how they will be moved, where they will be stored temporarily and or protected from damage; what the significant character defining features of the buildings are and how will they be handled and protected; and how new structural interventions will be handled without negatively impacting the existing integrity of the buildings. In the case of the Staley-Rouse House information should be provided that specifically addresses the reversal of the 1980s alterations.



FOOTE'S REST

— *Hotel & Plaza* —

DEVELOPMENT APPLICATION SUBMITTAL

September 6, 2017
Updated December 7, 2017



INTRODUCTION

The team is excited to submit this application for the Foote's Rest Block II Major Development Application and Historic Overlay District Rezone. The overall vision is to create a unique mixed-use destination that combines the role of preservation with new construction, promoting the cultural heritage of Frisco and continuing the legacy of Foote's Rest as a gathering place on Main Street.

Goals:

- Deliver a destination Hotel and Plaza including lodging, restaurants, workforce housing units, bowling alley, retail spaces and public open space that will bring vibrancy into the east end of Main Street and complement the character of downtown Frisco.
- Preserve existing buildings on site with historical significance allowing for the revitalization of a property with cultural heritage in Frisco.
- To rezone the property to the Historic Overlay District.

The purpose of the request to rezone to the Historic Overlay District:

This proposal requests the entire site (.96 acres) be rezoned to the Historic Overlay District. The rezoning is necessary to accomplish two main goals that are consistent with the policies of the Frisco Master Plan, preserving historic, small town character and promoting economic development in the heart of Main Street.

The two main goals for the rezone to the Historic Overlay District are:

- To provide land and to preserve historic buildings on Frisco's Main Street.
- To consolidate the mixed-use development into a portion of the block that allows for both preservation and development to occur.

This proposal takes into account the sentimental and historical nature of the existing site, and expands this asset into a new, inclusive community experience while protecting the community's legacy.

OVERALL SITE CONDITIONS

The project site is the entire Block II, located adjacent to Main Street in downtown Frisco. Foote's Rest Block II is within the Central Core zoning district and the Main Street Overlay District. Foote's Rest Block II is bordered by 5th Avenue to the west, 6th Avenue to the east and the Granite Street Alley to the south. There are currently nine buildings on site, of which several have historical significance and are targeted for preservation. The total project site area is .96 acres. Existing uses for the site include:

- Seasonal outdoor bar and restaurant (open only in summer/fall seasons)
- Sweet Shop
- Residential (Foote Home)
- Cabins (rented as office space, one lodging unit, one bathroom, one restaurant/bar use)
- Retail Shop
- Vacant historic buildings
- Vacant land
- Garage and tool shed
- Vehicle Storage
- Greenhouse and gardens



On the National Registry, Historic Foote's Rest will remain on the property and will remain open to the public continuing to function as a Sweet Shop.

TABLE 1: EXISTING LAND USES

Existing Property Description	Site Square Footage	Site Acreage	Existing Land Use
Foote Property	27,866	.64	
Historic Foote Residence	2,871		Residential and Commercial
Cabin 1	244		Office
Cabin 2	268		Lodging
Cabin 3	290		Restaurant/Bar
Cabin 4	187		Bathroom
Blacksmith Shop	427		Not habitable
Tool Shed	187		Storage
Undeveloped Land	23,522		Parking, storage, alley access, restaurant seating, outdoor storage
107 S. 6th Avenue	7,007	.16	
Thrift Retail Shop	909		Retail/commercial
Undeveloped Land	6,098		Parking, vacant, alley access
Town of Frisco Property	6,898	.16	
Staley House	773		Office / Commercial
Greenhouse	462		Greenhouse
Undeveloped Land	5,663		Gardens / Parking
Total	41,771	.96	

Foote Property Existing Use

The Foote Property currently operates as an indoor sweet shop with an outdoor pavilion for live music and gathering, an outdoor vendor that sells alcohol and food, various lawn games and seating areas for patrons and retail sales of locally created art. The property also functions as a private residence and gravel yard with vehicle and equipment storage, a cabin for lodging, a cabin for office space, a cabin as a restroom and additional private storage sheds. The current property has vehicular access points from



Another image of the Historic Foote's Rest.

Main Street, 5th Street, and the alley along with bike parking and access off of Main Street. A portion of the sidewalk in the public right of way adjacent to the Foote Property is currently heated for snow melt during the winter. Existing utilities are provided from the Granite Street alley, as well as restaurant and retail shop deliveries and trash service.

Town of Frisco Property Existing Use

The Town of Frisco Property is currently not in use and is under contract to be sold to the owners of the Foote Property. Previously, it was the office for the non-profit organization High County Conservation Center (HC3). Remaining from this organization is the greenhouse that was used for local education programs and outdoor community gardens. There is currently a gravel area for parking and access off the alley. The Summit Stage currently has a bus stop location off of Main Street in front of this property.

107 S. 6th Avenue Property Existing Use

The property at the corner of Main Street and 6th Avenue is currently under contract to be sold to the owners of the Foote Property. It currently operates as a retail shop with the majority of the site being vacant open space. The property includes access points from 6th Avenue and the Granite Street alley.

NEIGHBORHOOD CONDITIONS

Foote's Rest Block 11, the project site, is located on the eastern end of Main Street adjacent to a variety of uses. These uses include 3 story residential/condominiums with ground level retail to the south (Town Centre Condos / Bears Den Condos), 2-3 story House of Worship to the east (Rocky



Town Centre Condos, located adjacent to the proposed mixed use site.

Mountain Bible Church), 1-2 story retail / services to the west (Colisco, Main Street Liquors), and 2-3 story restaurant, retail, lodging, wellness and upper level residential to the north (Fifth and Main Condos, Commerce Exchange Building, Snowshoe Inn). **Reference Adjacent Building Height Exhibit A and Historic Lot Exhibit B for additional information.**

SITE HISTORY

The history of the Foote's Rest building and the Staley House have both been well documented by the Town of Frisco. The Foote's Rest Block 11 **History Exhibits C1 and C2** chart key dates and milestones that occurred on the Block 11 site. Sources referenced in the creation of this graphic timeline include on-site historical plaques, the Colorado Historical Society, Tiny Doors Frisco and the Town of Frisco. See also supplemental Historic Preservation memo from Sara Adams, historic preservation planner.



The existing corner of 6th Avenue and Granite Street Alley.



Another image of the Historic Foote's Rest.

VISION

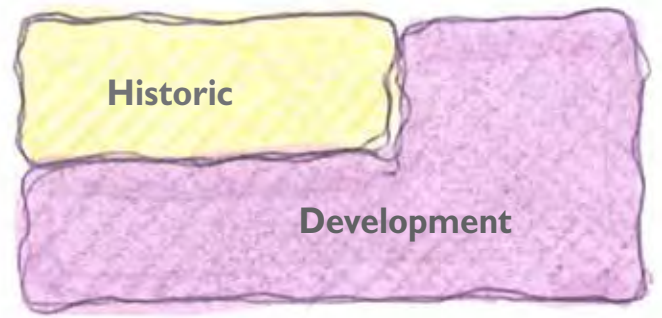
The Foote's Rest Block II site will become a mixed-use destination that combines the role of preservation with new construction, promoting the cultural heritage of Frisco and continuing the legacy of Foote's Rest as a gathering place.

The Fabric of Frisco

Blending new architecture into the existing fabric of Frisco is critical as people are attracted to Frisco because it is an authentic community. The proposed mixed use building and historic structures will be harmonious, designed to stimulate vitality on Main Street. Existing heritage will be bolstered and re-imagined into something meaningful and engaging for both community members and visitors. The charrette process led to a yin-yang site plan organization which supports this harmony.

The partii diagram (See **Partii – Exhibit D**) establishes and describes massing, entrance, spatial hierarchy, site relationships, circulation, public/private zones, and solidity/opacity. Embedded in the architecture and planning are small town guiding principles which speak to height, mass, scale and cadence. The summation of these components creates the *genius loci*; places that are deeply memorable for the architectural and experiential qualities. The layering of new and old draws inspiration from Frisco's tradition and creates a contemporary engaging space to be experienced by people today and into the future.

"A proper building grows naturally, logically, and poetically out of all its conditions" -Louis Sullivan



Partii diagram that evolved during the charrette process with Town staff and community members.

The Melody of Structure

Responsible development will enable preservation of Frisco heritage by anchoring historic buildings along Main Street while also creating a landmark hotel, commercial amenities and gathering spaces. The Foote's Rest Block II proposal is an example of responsible development empowering the town of Frisco to build upon its past and carry the integrity and heart of community forward for future generations.

The primary façades of the hotel hold the corners of Main Street and 6th Avenue, 5th Avenue and the Granite Street Alley, and are intended to be a static composition to exude firmness and permanence. To hold and define these edges the architecture needs the strength and masculinity of brick masonry at these second story volumes. Contextually, the brick masonry implies that it is a quasi-civic building, an extension of the town's public domain and the significance of being the hotel's main entry. As the third story volume steps back from the primary brick façade, the material changes to wood and begins to foreshadow what is to come.



Character images depicting inspiration for the architecture.

Moving west along the Main Street facing façade toward the historic structures, the brick masonry stops and peels back to reveal another layer within the hotel. This new internal layer of the hotel is a combination of wood types; siding, timbers and slats.

The use of these materials is intended to respond to Frisco's period of historic significance; pioneer log, vernacular wood frame and rustic style. As this internal layer turns back into itself, it ultimately defines two sides of the public plaza, with the historic Foote Residence defining the other edge. The public plaza is the heart of the site and is achieved as the proposed building and historic buildings complement each other.

The internal wood façade is punctuated with shade and shadow through a variety of decks and balconies. The composition takes on a greater depth as the wood slat screen walls playfully jump in front of one another to create unique quilt-like patterns. This dynamic composition encourages the eye to explore, requiring a more complex and sophisticated understanding of the whole. The storytelling between the new and old structures engages both in a fluid, active and exciting conversation.

The quilt as a metaphor is represented in each section of the façade, where a unique story reveals pays tribute to historic structures. The historic structures are continuing to pass down family heirlooms, values and traditions. As for the new structure, the quilt as a metaphor is viewed as a rite of passage, while also embracing the symbol of warmth and comfort for hotel guests. Together, this act of storytelling completes the whole.

Green Building

This development looks to the future with a sustainable commitment to the environment, a legacy project with heart, and a community gathering space. Foote's Rest is committed to achieving Green Globes certification with this project. The team will work with local sustainability expert Matt Wright, Deeper Green Consulting, to achieve this certification. Matt has certified 8 other commercial projects in the Town of Frisco and is a Green Globes Certified Professional, as well as having certifications in a number of other green initiative programs.

Green Globes approaches projects comprehensively assessing building and environmental impacts in a number of categories including site, energy, water,

materials & resources, and emissions. Our project team is committed to achieve the maximum number of points possible within each category while balancing budget and construction constraints.

Summary

Through the master planning process, the Foote's Rest Block II site is being re-imagined as a whole to draw inspiration from Frisco to create a vibrant, tourist friendly and economy invigorating destination. A place worth caring about!



Proposed corner of 5th Avenue and Granite Street Alley with preserved and enhanced Blacksmith Shop.

PROPOSED LAND USE

Prior to the Major Development Application, the property owner worked with the Town for several months to develop an agreement for the purchase, sale and development of the Staley House Property, dated March 14, 2017. In addition to this property, the owner is under an agreement to purchase the property adjacent to the Staley House at 107 S. 6th Avenue. The development agreement established by the Town for the property includes the following permitted uses as outlined in Table 2A.

TABLE 2A: DEVELOPMENT REQUIREMENTS AND COMPLIANCE			
Development Program	Permitted Uses	Proposed Uses	Compliance
Hotel	No more than 65 rooms	65 rooms	Yes
Elevated Plaza	No less than 1,000 sf and no more than 2 floors above the outdoor at grade plaza	1,000 sf elevated plaza above first floor with public outdoor stair	Yes
Restaurant and Bar	Included, no spatial requirements	2,030 sf Restaurant and Bar facing Main Street	Yes
Bowling venue with Restaurant and Bar	Minimum 8 Lanes, no other spatial requirements	12,092 sf 10-lane Bowling Alley, Restaurant and Bar	Yes
Outdoor At-grade plaza adjacent to Main street	2,500 sf	4,000 sf public plaza	Yes
Employee Housing Units	No less than 6	6 units, 400 sf each	Yes

For additional square footages / floor area for each element within the proposed development, please see Exhibit E attached to this narrative.



Proposed corner of 6th Avenue and Main Street, activating the corner with restaurant, bar and hotel entry.

The purchase, sale and development agreement approved by the Town and developer also outlined specific requirements and locations for the historic buildings located on the property. Table 2B summarizes the requirements for the historic buildings as outlined in the agreement and proposed with this application.

TABLE 2B: HISTORIC PRESERVATION REQUIREMENTS AND COMPLIANCE			
Historic Preservation Requirements:	Permitted Location	Proposed Locations	Proposed Uses
Staley House	Located within the boundaries of the development, adjacent to Main Street and with a 5' front yard. At time of closing a historic preservation covenant for perpetuity and for the purpose of limiting the uses to which may be located into the Staley House.	Adjacent to Main Street on the west side of Foote's Rest yard.	Retail, commercial, or restaurant or bar.
Cabins 1,2,3	Located primarily on the western boundary of the property. Cabins 1, 2 in their approximate locations.	Cabins 1, 2, 3 preserved along Main Street, 5th Avenue, Granite Street alley along the western boundary of the property.	Retail, commercial, office space, residential or lodging.
Blacksmith Shop	As a result of its degradation, may be replicated rather than preserved in the developer's reasonable discretion.	Proposed reconstruction located along 5th Avenue.	Retail, commercial, office space, residential or lodging.
Foote Home / Foote's Rest	Maintain on site in its existing location, no change in use.	The Foote's Home / Foote's Rest is maintained with the proposal.	Retail, commercial, restaurant, residential or lodging.



Historic cabins to be preserved on site.

PROPOSED SITE PLAN

The proposed site plan for Foote's Rest Block II incorporates all of the elements listed in the development program while ensuring the scale fits into Frisco's Main Street character. The overall concept for the plan is to anchor the historic buildings at the corner of 5th Avenue and Main Street on the western boundary of the site and transition to new development moving east. The outdoor public plaza spaces will function as the transition between new and old and be designed to build a connection and integrate the buildings.

The public plaza adjacent Main Street will be located in approximately the same space as the Foote's Rest outdoor gathering space is currently. Creating a relationship to the streetscape is an important design consideration to ensure the new plaza will become an inviting, vibrant environment for the community. The mid-block access off Main Street will provide an enticing pedestrian experience. There is an accessible access ramp and an almost 50' wide staircase off the sidewalk that will double as seating. Within the stairs there will be planters to soften the space, create shade and add seasonal color. Another set of stairs will border the plaza to the east creating additional seating and connecting the outdoor space to the restaurant to enhance communication between indoor and outdoor spaces. Also to remain is the existing patio area off of the Foote's Rest building which serves as a small seating area for the Sweet Shoppe. Adjacent to this patio will be bike racks available to the public. Within the plaza space, a wood burning fire pit will remain and continue to function



View into community plaza space from the restaurant patio, with preserved historic Foote's Rest and garage.

as a community gathering area. The space is designed to be flexible for use as a gathering space, event plaza or live music venue, similar to its existing use.

See Exhibits H and I which depict the overall open space areas within the town core and how the proposed open space creates a much needed public amenity on the east end of Main Street.

The 2nd story elevated plaza will have an outdoor connection to the at-grade plaza via an inviting staircase. The elevated plaza will be open to the public and will provide users with a unique view out over Main Street.

There will be a small interior courtyard on the historic portion of the development that will feature a smaller gathering area centered around a fire pit.



View into community plaza space from the restaurant patio, with preserved historic Foote's Rest and garage.

Pedestrian connections from 5th Avenue and Main Street will allow for circulation around the site and between the two gathering areas. Two mature, prominent specimen trees near the Foote’s Rest historic building will be preserved as part of the proposed site plan.

HISTORIC OVERLAY INCENTIVE REQUESTS

The Historic Overlay Zone District outlines a process for seeking incentives in exchange for development that is complementary in architectural design, massing and scale to the historic buildings being preserved. While there are many incentives that may be requested for a project overall, this application only seeks relief on five items and none of the requests are for 100% relief from a standard (i.e. facade length only applies to a portion of a facade, and the application meets the Town standard for a majority of the structure). Table 3 lists all available incentives that may be requested and those that are sought with this application. Each incentive is discussed in more detail following Table 3.

TABLE 3: HISTORIC OVERLAY INCENTIVES	
Available Incentives	Requested Incentives
Lot coverage Setbacks Lot area Lot frontage Driveway width Density bonus Ceiling height Facade length Geometric plane Materials Roof standards Avoiding duplication of design Parking and loading Snow storage Landscape and revegetation Access Bicycle parking Refuse management Outdoor lighting Non-residential development standards Bulk plane	3rd Floor Setback Facade length Parking space design Roof standards Bulk plane



Corner of 5th Avenue and Main Street is proposed to maintain its historic feel and better relate to the street and pedestrian experience.

Parking and Loading

The Foote's Rest Block II proposal provides on-site surface parking and underground garage parking in excess of the Town code requirement (see Table 4). In the Central Core District, the parking requirements are as follows:

- No parking required for retail, restaurants, bars or taverns.
- 1 space per lodging unit.
- 1 space per residential bedroom.
- On-street parking credit, allowing one parking space reduction for every 25 linear feet of frontage abutting a public right-of-way for non-overnight uses.
- A 20% parking reduction for mixed use developments.

Table 4 depicts the required development parking per the Town Code. The proposal exceeds Town Code requirements. It is important to note a few items regarding the Town Code parking requirement compared to the actual parking that may be needed on site. Two examples include the Foote's residence requiring 4 spaces and the hotel parking required at maximum occupancy.

The team has resourced numerous studies regarding hotel occupancy both nationally and regionally. The national average of hotel occupancy as sourced from Trip Generation Manual, 10th Edition, Institute of Transportation Engineers (ITE), 2017, shows an average occupancy rate of 82% as sourced from 25 studies. Additionally, at a State level, with focus on resort destinations the occupancy rate is roughly 65% annually. For our particular property the 3-year occupancy is forecasted at roughly 71% based on this particular product and location. This is important to note from an operations perspective, as 100% occupancy (that the code is based upon) is likely to happen only a handful of times during the holidays as well as a number of busier non-holiday weekends scattered throughout the peak winter and summer seasons. Per the studied and projected occupancy rates, the parking provided on-site and adjacent to the site will be adequate.

The Foote's Rest Owner has personal incentive to contract with a separate off-site location to valet park guest vehicles when necessary. With the increase in on-site parking in excess of the number of hotel rooms this will not happen frequently. The owner and

TABLE 4: PARKING SUMMARY

Parking Required: 62 spaces	
Parking Provided: 67 spaces (63 garage, 4 surface)	
Breakdown	
Retail, personal services, restaurants, non-first floor office	0 spaces
Bowling Alley (2.5/lane - 10 lanes)	25 spaces
On-street parking credits (non-over-night use only - bowling)	-25 spaces
New Hotel (1/bedroom, 65 rooms)	65 spaces
New Employee Housing Units (1/bedroom, 6 studios)	6 spaces
Existing Foote's Rest Home (1/bedroom, 4 bedrooms)	4 spaces
Existing Cabin 2 (1/bedroom, studio)	1 space
Existing Cabin 3 (1/bedroom, studio)	1 space
Visitor Parking (1/5 dwelling units, 9 units)	1 space
<i>Sub-total</i>	<i>78 spaces</i>
<i>20% reduction for mixed use</i>	<i>-16 spaces</i>
Total Required per code	62 spaces

operator will contract with a separate third party to fulfill this need from an operational perspective when necessary.

Additionally, through programming, the owner will continue to encourage and support multi-modal transportation systems for guests and patrons. Including:

- On-site bicycle fleet and bicycle parking
- Walking radius to services
- On-site employment / Frisco employment
- On-site shuttle to regional transportation hubs
- Proximity to free public transit
- Valet parking
- Potential overnight off-site parking location(s)

Proposed On-Premise Parking

Foote's Rest is proposing a total of 67 on-site spaces. 4 of the spaces shall be surface tandem parking on-site. The remaining 63 spaces are located in an underground parking structure. Of those 63 spaces (40) are surface parking and (23) are proposed to utilize a lift system.

All guest and patron parking shall be valet parked. The lifts can accommodate cars, cross-overs, and smaller SUV's. Larger SUVs (Yukons, etc.) and trucks will park in the bottom space. The lift systems can accommodate tandem spaces as well. In the parking spaces where we will be using lifts we are requesting relief from the Town of Frisco Code dimensional standards for parking which require 8' min. height clearance and minimum width of 9'. The general dimensions of lift parking stalls are approximately 8'6" in width. Typical parking stall heights at spots with a lift would be approx. 6'8" both for upper and lower. The images show examples of the type of lift system Foote's Rest will use. Lifts are commonly used in many areas throughout Colorado, including in parking garages, and are an efficient and innovative way to provide additional capacity to the project.

The team has intentionally identified the use of the lift system for 23 spaces, allowing for 17 of the spaces within the garage to be available without use of a lift (i.e. permitted spaces for residential units, shuttle, or vehicles with a roof rack).

Multi-Use Shared Parking

Shared parking is the use of a parking space to service two or more nearby individual land uses. The ability to share parking spaces is the result of either variations in the accumulation of vehicles over time or relationships among the nearby land uses that result in visiting multiple land uses on the same automotive trip (Shared Parking, 2nd Edition, Urban Land Institute). If the use of parking spaces by multiple land uses is considered, shared parking can reduce the total parking supply needed for a development. The Foote's Rest development is proposed to have a mix of land uses and is surrounded by multiple land use types in the Central Core District within the Town of Frisco. This land use configuration is conducive to the concepts described in Shared Parking.

In the Central Core District, parking for multi-use developments may be allowed up to 20% reduction of the required parking. Per the Town's consulting



traffic engineer, WSP, this development clearly meets criteria 1 and 2. Criteria 3 is met and justified through industry standards, with references from ULI above regarding Shared Parking. Criteria 3 is also supported through the ITE references included above which anticipates hotel occupancy to be less than 82% and the full code parking requirement will not generally be necessary, further supporting the 20% reduction.

Foote's Rest Block II is a multi-use development within the Central Core District and meets the criteria for the 20% reduction. The Central Core District is zoned to operate as one area that shares parking allowing for positive pedestrian experiences. The owner and operator are willing to support the general demand for parking by allowing the valet parking to be open to patrons of other Central Core businesses when the garage is not at full occupancy with hotel, restaurant, or bowling alley patrons. In further support of public parking, the reconfiguration of on-street parking along Main Street, 5th Ave, and 6th Ave has created additional parking spaces within the ROW and reduces need for the retail, restaurant and bowling alley to utilize these spaces.

The residential studio units are proposed to be for employees of Foote's Rest Block II mixed use site. The will allow the occupants of the residential units to walk to work, allowing residents to live in Town without a car. Parking spaces for employee housing units are provided on site.

The Foote's Rest team also understands that the Town is embarking on a Master Plan Update that will address parking at a Town-wide level. We have had conversations with several potential off-site locations that are willing to create partnerships with the Town that would benefit multiple businesses, their employees and individuals. As an owner and

operator, we are in strong support of Town-wide parking solutions and will work with the Town and our neighbors in this regard as the Town moves this discussion forward with the Master Plan.

The owner and family are proud to live in a community that recognizes and incentivizes the preservation of Historic Structures. The overall community benefit of preserving buildings that are an icon of their time period in their contextual location is a process that requires support. The importance and effort that the owner, public, and town have put into Historic Preservation demands creative solutions to address parking.

Public Parking

Currently, there are multiple vehicular access points into the site from adjacent public right-of-ways. See image below. There is vehicular loading and access to the property from Main Street, blocking a portion of the potential on-street parking. The proposed site plan removes the vehicular access from Main Street and adds on-street parking spaces within the right-of-way. Similarly, on 5th Avenue the existing access to the site is removed and replaced with on-street parking spaces. Reference the **Existing and Proposed Parking and Access Exhibit F & G** for complete parking diagrams.

The removal of these access points and additional parking means that this proposal increases parking within the right of way, adding 4 spaces overall. These spaces will benefit all of the businesses surrounding the area, including the Foote's Rest Block II site.

The hotel will utilize valet parking for overnight guests in the underground garage. Guests utilizing valet parking will check into the hotel entry and lobby off of 6th Avenue. This application proposes that 3 angled spaces on 6th Avenue are designated as loading spaces to accommodate this use.

Setbacks

The ground level setbacks have all been met with the proposal. The proposed incentive request is relief from the 10' - 3rd floor setbacks in a few specific locations, as outlined below. The majority of the facade meets with 10' - 3rd floor setback as required by code.

Proposed:

- 5' - 3rd floor setback at 6th & Main intersection
- 0' - 3rd floor setback at Alley and 6th
- 0' - 3rd floor setback at Alley

The relief requested provides architectural variation in desirable locations to reinforce the corners of the property on the opposite sided of the 'porous' historical buildings. Alley relief matches existing conditions of neighboring properties along the alley, and allows for efficient hotel density.

Facade length

The overlay district calls for facade lengths to be limited to a maximum of 38'. The purpose of this type of request is typically to ensure facade variety for a proposed building. This is very important along the first floor of a building which is part of the



The existing access points from Main Street and 5th Avenue are removed with the plan, and on-street parking spaces added with the development. See Exhibit F.

pedestrian experience. The proposed facade length relief request does not apply to the first floor of the proposed building along Main Street.

Proposed:

- Multiple extensions beyond 38' – all limited to a single story

The architectural design achieves the spirit of the code by breaking up the mass of the building. Where required by hotel room modules, the extensions beyond 38' do not extend vertically more than a single story, as there is façade articulation either above or below the horizontal extension.

Roof Standards

The Main Street Overlay District includes goals and standards for design of new development in the Central Core. Standards 4.1-4.8 discuss roof materials, colors, angles and screening. The architectural proposal includes roof angles at pitches of 2:12 to 3:12 as features and contrasting elements to the facade. The request to include this deviated roof angle provides architectural variation and interest, which is the goal of the standards in the overlay district. **See architectural elevations.**

Bulk Plane

Bulk plane is measured from 24 feet above average site grade and extended upwards at a 45 degree angle toward the rear and or opposite sides of the property until it intersects with a horizontal plane 40 feet above existing grade at the property line. Minimal encroachments occur at Main Street and 6th Avenue, 6th Avenue and Granite Street Alley corner, and 5th Avenue and Granite Street Alley corner. The project proposes bulk plane encroachment in these locations, the prominent corners of the building, to provide architectural interest per the intent of the building articulation standards. **See Exhibit J.**

CODE COMPLIANCE

Building Height

The proposed building complies with requirements for the Central Core district, not exceeding a height of 40'. Per code section 180-5 "Building Height" there is an allowance for architectural features to extend above the 40' height limit. The proposed building includes an architectural feature that provides access to the rooftop. The architecture feature is similar to many other features approved along Main Street in the past, such as the bell tower at Boulevard Bend.

The architectural feature is non-habitable and its central location on the roof limits its visibility from Main Street.

Incentives

As discussed above and outlined in Table 3, the Historic Overlay Zone District outlines a process for seeking incentives in exchange for development that is complementary in architectural design, massing and scale to the historic buildings being preserved. New development that is found to be sensitive and compatible in its design, massing and scale with the architectural character of the historic structure(s) on the property, and meets a minimum of two of the following criteria is permitted to seek incentive. The Foote's Rest Block II proposal meets this criteria, as described below.

Protects and preserves the town's historic and cultural heritage by retaining and/or remodeling aspects of a historic building(s) such as, but not limited to, the facades being compatible with the character of the historic era;

This plan proposes to preserve and/or remodel six of the historic buildings on the Foote's Rest Block II site. The Staley House will be restored to meet historic compliance with the removal of the porch and fireplace element. The Foote Residence and Sweet Shop will be preserved in its original location with paint color true to its historic period. Cabins 1,2, and 3 will be preserved and relocated, per the development agreement, on Main Street and 5th Avenue while keeping their historic relationship to each other. The Blacksmith structure is dilapidated and the building shall be reconstructed with the spirit



Public plaza experience.

of the original building in concert with the preserved Cabins.

Increases economic and financial benefits by enhancing the property and making it more accessible and/or attractive for heritage tourism;

Foote's Rest Block II will become more attractive to heritage tourism through the redesign of the site into a cohesive destination with a large portion dedicated to the historic legacy. The existing historic buildings will be sited together to heighten the historic quality and create a more pronounced cultural experience. Access into the Foote's Rest Sweet Shoppe will provide economic and historic opportunities through retail sales and preservation of key artifacts such as the historic mailbox slots. A hotel sited adjacent and complimentary to the Historic Foote Residence, Staley House, cabins and Frisco Main Street will create a unique experience that supports the authenticity of Frisco. In fact, the cabins themselves were originally built as lodging units in the late 1930's early 1940's. The proposed lodging will attract tourists to stay on the property, creating an opportunity for economic growth. Since the 1900s, the Foote property has been a community gathering place for citizens and visitors alike. The proposed plan will be to maintain and amplify this historic use to attract tourists to visit the property for exploration of the past, shopping, dining and recreating.

Provides educational opportunities to increase the public's awareness and appreciation of Frisco's unique heritage;

Existing informational plaques will be maintained as well as historic elements to educate the public on historic buildings. The historic portion of the site will also have interactive components such as sales of locally made fudge and ice cream to engage visitors while learning about the unique architecture of the Staley House, Foote Residence and other historic structures. Additionally, new signage and visual media will be installed to convey the heritage of the families that have lived and continue to live at Foote's Rest Block II. The Staley House and Foote's Rest will be able to remain on the Historic Walking Tour of Frisco.

Maintains the structural integrity of the historic structure and/or rectifies safety concerns for the structure or brings the structure into greater compliance with life,



Landscape stairs offer seating and paving patterns create an active space.

health and safety codes;

The structural integrity of the existing Staley House and cabins 1, 2, and 3 will be maintained through relocation and remodeling to rectify issues with structural and/or historical integrity. The Foote's Rest building will remain in its existing location and will continue to operate as Foote's Rest Sweet Shoppe meeting all life, health and safety codes.

The Blacksmith Shop is currently in noncompliance with life, health and safety codes. Care will be taken to re-purpose the unique, visually appealing materials and artifacts of the Blacksmith Shop. The contextual relationship of the materials to their original location along the alley and to the other historic structures will be considered when re-purposing and rebuilding this structure.

Retains some or all of the historic structure(s) on the original site;

Foote's Rest, the Staley House, historic cabins 1, 2, and 3 and the reconstructed Blacksmith shop will be maintained within the Block II site.

Structure or use changes further goals or objectives of the Frisco Master Plan;

The relocation of the buildings will create a

destination for heritage tourism, create an authentic development, promote the local economy with the addition of new business and provide much needed local workforce housing.

Brings new development/redevelopment on the site that allows for the preservation of historic resources on the site that would not likely occur without the development.

Through the combination of the three lots on Block II, the existing buildings and uses are reconfigured to combine both historic preservation and vibrant new growth in an inclusive, unified development. The opportunity to design a master plan for the block allows for reinvigoration of the historic character simultaneously with the expansion of new, complementary architecture meeting the character of Main Street.

MASTER PLAN COMPLIANCE

Frisco's Master Plan is a guiding document that was developed with the voice of the community. The following goals from the Master Plan and how this proposal meets the spirit of those goals is outlined in this section.

Arts and Culture

A&C 1: Preserve and enhance the Town's historic resources.

The Foote's Rest Block II proposal preserves about a half block of Main Street frontage with the Foote's Rest Sweet Shop and Home, Staley House, historic cabins and blacksmith shop. The Foote's Rest Sweet Shop and Home is on the National Register of Historic Places and will remain as is. The Staley Rouse House will be moved to a prominent location that respects its historic relationship to Main St, and its non-historic additions (the covered entry and fireplace) will be removed to showcase the original historic building. Preserving historic buildings and orienting them to be visible from Main Street evokes a sense of place along the streetscape and helps to articulate the small-town mountain character of Frisco. The cabins will remain oriented along 5th Avenue and the Blacksmith building will be relocated and rebuild to maintain its relationship with 5th Avenue.

A&C 2: Enhance Frisco as a cohesive community, which includes full-time residents, second homeowners, businesses and visitors.

Foote's Rest has been a gathering place for the community throughout Frisco's history. More recently, Foote's Rest has operated as a Sweet Shoppe and seasonal bar/restaurant, continuing its legacy as a community gathering place since opening in 2012. The proposal sustains this gathering tradition by creating an inviting public plaza along Main Street that will continue to be a place that brings the community together. In addition to the public plaza space, there will be an elevated balcony open to the public that will be highly visible and enhance the vitality of Main Street. The Sweet Shoppe will remain in operation and a new restaurant will open within the hotel building with a presence along Main Street and open to the plaza.

The addition of a bowling alley and supportive bar/restaurant space below grade will provide the community with an additional recreational and sporting venue.

The Foote's Rest business has a reputation of supporting the community through events that benefit the local preschool, youth sports teams, Town of Frisco events, and full-time residents by providing a 15% local's discount on purchases. The proposal also includes 6 workforce housing units in the heart of town to support local residents and ensure that Frisco remains vibrant and does not rely on an in-commuting workforce.



Creation of meaningful community gathering spaces.

A&C 5: Celebrate and highlight Frisco's heritage.

Frisco's heritage is highlighted with the preservation of 6 historic buildings on Main Street. The history is celebrated through the preservation of the historic buildings, providing an impactful cultural display. Additionally, the on-site plaques will remain to inform the public on the legacy of past generations.

"We have something special here and we need to have pride in it." – Becky Foote

Built Environment

BE 1: Encourage eclectic and sustainable designs for new construction and redevelopment to enhance the community's character.

Preservation is a key theme in sustainable design, adaptively reusing historic structures and improving them while maintaining historic character. Landscape design will utilize native mountain plants as well as drought tolerant plants to enhance the character of the community and create a lively, engaging plaza space.

The addition of the new building will provide a strong anchor at the corner of 6th and Main Street and enhance the community character by using masonry brick and glazing at the lower floors of the proposed buildings. The upper floors of the building transition into more natural materials including a variety of wood textures.

BE2: Ensure the design of Frisco's public spaces, streets and pathways reflect Frisco's mountain town character.

The proposed public plaza at Foote's Rest Block II will provide active uses on Main Street, promoting Main Street as a destination and maintaining a special community gathering place. A second public space will be elevated above Main Street, providing a different view of the Town. Both public spaces will be ADA accessible to ensure inclusivity. On-site bike parking will be provided to encourage alternative means of transportation. Regarding streets, this proposal will remove an existing mid-block access point to the property from Main Street and provide additional public parking spaces. The proximity of these public spaces to one of the most utilized bus stops along Frisco Main Street will be an advantage for those using public transportation.

BE 3: Preserve and enhance Main Street as the heart of the community.

Promoting new business and infill development is a key to preserving Main Street as the heart of the community. The property owner's vision is to maintain Frisco's heritage through preservation of historic structures while developing a new hotel, restaurant, and entertainment venue on Main Street. The proposed plan will build upon the existing Foote's Rest outdoor space by expanding into it into a public courtyard. The enhancements created through this redevelopment will preserve the history of the site and create activation along the streetscape. Providing a new, different lodging experience in the heart of town has the potential to attract a new spectrum of tourists into the heart of Frisco. The addition of a centrally located bowling alley, retail and workforce housing will support Main Street both economically and socially as the heart of the community. (Reference or insert our slide from the presentation showing buildings and public open space along main street here.)

Energy

EN 4: Encourage the use of recycled materials, renewable energy sources and the use of green and energy efficient building practices.

This development looks to the future with a sustainable commitment to the environment, a legacy project with heart, and a community gathering space. Design and construction will employ the latest recommended green building approaches and be backed up through the Green Globes certification.

Green Globes approaches projects comprehensively assessing building and environmental impacts in a number of categories including site, energy, water, materials & resources, and emissions. Our project team is committed to achieve the maximum number of points possible within each category while balancing budget and construction constraints.

EN 5: Promote conservation and use of resources to maintain a sustainable community for generations to come.

The proposed hotel will utilize durable, natural materials and be designed for a mountain environment. The landscape will be designed with xeric and drought tolerant plants. Irrigation for the

site will be designed to be efficient and conserve water. A portion of hardscape materials used in the plaza space will be permeable. Historic buildings will be preserved, improved and re-purposed for new commercial purposes. All of these elements are components of Green Globes and this project will achieve certification.

Economy

EC 2: Continue to promote the town as a year-round destination.

The addition of a hotel, restaurant and bowling alley will encourage additional visitors to Frisco and offer non-seasonal activities. The vision for Foote's Rest Block II is to create a family friendly, authentic place that will keep people returning any time of year.

EC 3: Encourage and direct economic growth.

The Town will have significant economic benefits from this proposal. Commercial land provides the highest tax revenues for the Town, and this proposal seeks to transform a block of Main Street that was primarily vacant land. The hotel rooms will provide sales and lodging tax revenue. The restaurant and retail spaces will provide sales tax revenue. Importantly, this is all occurring on Main Street in the heart of the community.

EC 5: Support the creation and outlet for local markets and support local workforce policies.

The proposal provides 6 workforce housing units available to the employees of the redevelopment. The Sweet Shoppe will continue to provide an outlet that supports local markets, goods, and crafts.

Housing

HS 3: Provide a variety of affordable housing opportunities, regulations and/or programs that meet the needs of Frisco residents.

The proposal provides 6 employee housing units. Housing units will be available to employees of the mixed use site allowing employees the opportunity to live and work in Frisco.

HS 4: Promote and encourage public/private partnerships for the development of affordable housing to achieve the highest quality housing possible.

This proposal is a direct result of Council's efforts to create public/private partnerships to produce workforce housing units as well as promote economic development on Main Street.

Health and Well Being

HW 5: Provide community gathering spaces for people, groups and organizations to enhance Frisco's character.

The public plazas proposed at Foote's Rest Block II will continue to provide a community gathering place for Frisco. Foote's Rest has regularly hosted and will continue to be a venue that supports local non-profits, schools and organizations bringing people together. By creating a true public space, Foote's Rest will become an inclusive gathering space available to everyone in Frisco.



December 7, 2017

Re: Historic Preservation at Block 11

Dear Frisco Town Council,

Across the nation, thousands of communities promote historic preservation because doing so contributes to neighborhood vitality, variety and quality of life. Preserving historic buildings creates a sense of place and a sense of pride for a community and for future generations. These buildings tell the story of historic development for residents and provide visitors a connection with this unique heritage. There is an authentic quality of historic homes that cannot be replicated.

Historic preservation is not a one-size-fits all practice. There are guiding principles established by the federal government but it is up to local communities to determine the appropriate preservation approach in their town. In Telluride and Crested Butte, there is a very conservative approach to historic preservation projects where new development and new additions relate very strongly to the historic 19th century fabric of these mining towns. In Aspen there is more acceptance for modern additions that highlight the landmark by being similar but different than the historic landmark. Each community decides the appropriate balance between historic preservation and new growth and development.

Frisco has its own approach to historic preservation. There are design guidelines that seek to preserve small town character and the ability to request a rezone to the Historic Overlay District. This encourages voluntary preservation of historic buildings in exchange for incentives. Frisco has a tradition of moving historic buildings to various locations throughout town, from the historic park along Main Street to the Marina and the Peninsula. This approach preserves the buildings, facilitates public access and historic interpretation, and opens up areas for new development. The Foote's have a strong connection to Frisco history - preserving a sense of place and a sense of pride for Frisco residents and visitors has always been a priority for this project as shown with the proposed preservation of six historic buildings on the Foote's Rest Block 11 site.

Frisco has three properties that are listed on either the State or National Register of Historic Places, two of which are incorporated into the proposal- Staley and Foote's Rest. Rather than relocate the buildings offsite, the buildings are incorporated into the project that seeks to balance historic preservation - by highlighting the historic buildings with an exciting new lodge that adds vitality to Main Street. Shifting the Staley Rouse house to the opposite corner concentrates the historic buildings in one corner of the block. The courtyard facing Main Street is a huge community benefit that preserves the much loved open courtyard on the site today. In addition

this open space also serves an important preservation function – it separates the historic buildings from the new construction.

In the Foote's Rest Block 11 proposal Foote's Rest stays in its original location which is unprecedented in Frisco. It maintains a relationship and connection to the Staley House, which stays in the Block but shifts to a more prominent location on the opposite corner from its original location. The design team and developer approached historic preservation on this site as an opportunity to provide a benefit to Frisco rather than a challenge. We want to keep historic buildings on the site, not just out of obligation as a background to the proposed lodge, but we want to enhance the historic buildings by placing Staley in a more prominent location and proposing architecture that highlight and does not compete with the historic buildings.

The following pages outline specific elements for each historic building being preserved and how the proposal will ensure compliance with the Secretary of the Interior's Standards for Historic Preservation.



Figure 1: Rendering depicting proposed corner of 5th and Main Street, highlighting historic buildings including Foote's Rest, the Staley-Rouse house, cabins and Blacksmith shop.

Staley-Rouse House

In 2006 the Staley-Rouse House (“Staley House”) was evaluated for inclusion on the Colorado State Historic Register. The property, described as lots 3 and 4, Block 11 of the Frisco Original Town. The Staley House property was listed on the State Register for criterion C, architectural significance as “a rare example of the combination of vertical and horizontal structural hewn log construction in a domestic design.”¹ The high level of craftsmanship is rare in Colorado, and the condition of the structure, with the exception of the front porch addition, is exceptional.

The proposal relocates the Staley House to the opposite side of the Foote’s Rest building. The orientation and setback from Main Street are similar to the original location. The relationship and context between the Staley House and Foote’s Rest is altered by moving the building closer together and flipping the Staley House to the west; however, the general environment of the site is comparable to the historic location. Placing the Staley House near the corner of Main Street and 5th Avenue will increase visibility of this architectural significant building to both the pedestrian and passerby. The building is proposed to be open to the public and requires specific uses per the purchase and sales agreement between the owner and Town.

The building will be preserved and no addition is proposed. The non-historic front porch is proposed to be removed in order to restore the front elevation to the original appearance. There is a non-historic river rock chimney that is proposed to be removed during the relocation. Moving the building will require careful planning in order to salvage as much of the foundation as possible to reuse in the new location. These actions will comply with the Secretary of the Interior’s Standards for Historic Preservation.



Figure 1: Current condition of Staley House. Front porch is proposed to be removed.



Figure 2: Original front entry into Staley House. Photo courtesy Frisco Historic Town Tour.

¹ Colorado State Register of Historic Properties application, Section IV, Page 4. Prepared by Front Range Associates, Inc.

Wildhack's Grocery/Foote's Rest

Foote's Rest is not proposed to be moved and the historic portions of the building are not proposed to be altered. Non-historic additions at the rear of the Foote's Rest building are proposed to be removed. Removing non-historic additions is aligned with the adopted guidelines in the Secretary of the Interior's Standards for Historic Preservation.



Figure 3: Current condition of Foote's Rest building.

Blacksmith Shop

The deteriorated blacksmith shop is given new life in the proposal. After examining the physical integrity of the structure, it was determined that a large portion of the building would require new material to meet Building Codes for occupancy standards. Materials will be replaced in kind which meets the Secretary of the Interior's Standards for Historic Preservation. The Blacksmith shop is proposed to be rebuilt and given new life as a useable space. Secondary structures, such as the blacksmith shop, help interpret how an entire site was historically used. It is important to preserve the subordinate characteristics of this type of building by carefully adapting the building to a similar use and location. Preservation of character defining features – simple form, limited architectural details, gable roof – is proposed.



Figures 5 and 6: Current condition of Blacksmith shop.

It is important to preserve not just the most important primary buildings, but to recognize Frisco's vernacular and ancillary buildings, like the Blacksmith shop, to interpret how an entire site was historically used. Preservation of character defining features is proposed for the blacksmith shop.

Cabins #1, #2, and #3

Cabins 1 and 2 are shifted slightly from the original location to accommodate the relocated Staley-Rouse House. The cabins are oriented to 5th Avenue with a strong street presence. Grouping the 1940s cabins together strengthens the context of the buildings and the relationship between each cabin. Minor changes are proposed for the cabins to vitalize the street and the relationship of the building to the pedestrian.



Figures 7 – 9: Cabin #1 (top), Cabin #3 (left) and Cabin #2 (right).

Conclusion

It is important to find an appropriate balance between sensitive new construction and the preservation of character defining buildings. I have a Master's of Science in Historic Preservation from Columbia University and have spent the past 12 years working on projects that balance historic preservation, adaptive reuse, and new construction. The central location and prominence of Block 11 along the Main Street corridor presents a great opportunity to showcase this balance. The adaptive reuse of the historic structures, the clustering of the structures to strengthen context in relationship to the proposed lodge building, and the restoration of the Staley-Rouse House contribute to the historic fabric and historic context of the town.

We look forward to presenting the project to the Town in December and January. I am happy to answer any questions.

Sincerely,



Sara Adams, AICP

BendonAdams

sara@bendonadams.com



GRANITE STREET ALLEY AND 5TH AVE PERSPECTIVE



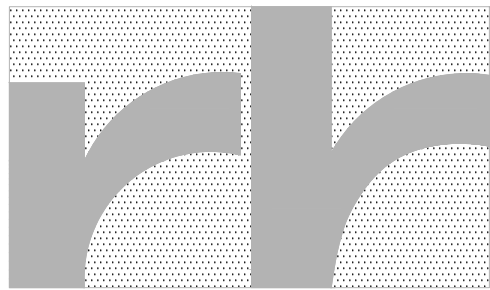
GRANITE STREET ALLEY AND 6TH AVE PERSPECTIVE



MAIN STREET AND 6TH AVE PERSPECTIVE



5TH AVE AND MAIN STREET PERSPECTIVE



rowland+broughton

architecture / urban design / interior design

234 e hopkins ave
aspen, co 81611
970.544.9006 o
970.544.3473 f

1830 blake st, ste 200
denver, co 80202
303.308.1373 o
303.308.1375 f

Consultants

Issue:

2017.05.15
SKETCH PLAN REVIEW &
HISTORIC DISTRICT OVERLAY
REZONE
2017.06.28
SKETCH PLAN REVIEW &
HISTORIC DISTRICT OVERLAY
REZONE - REVISION
2017.08.16
DEV. APPLICATION PRE-APP MTG
2017.09.06
DEV. APPLICATION & HISTORIC
DISTRICT OVERLAY REZONE
2017.11.03
DEV. APPLICATION & HISTORIC
DISTRICT OVERLAY REZONE
- COMMENTS RESPONSE

FOOTES REST

BLOCK 11
500 MAIN STREET
FRISCO, CO 80443

PROJECT NO:
21707
DWG FILE:
21707_A0-1_Model Views.dwg

SHEET TITLE
**PROPOSED
MODEL
VIEWS**
SCALE: NTS

A0.1

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HOTEL ENTRY FROM NORTHEAST CORNER PERSPECTIVE



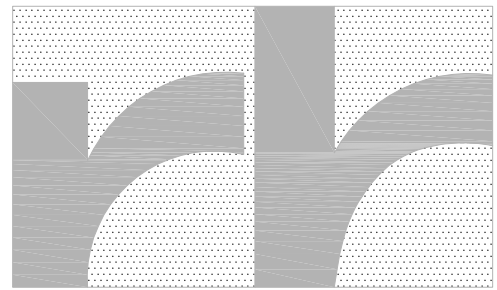
BOWLING ALLEY ENTRY ALONG MAIN STREET PERSPECTIVE



AL FRESCO DINNING ALONG MAIN STREET PERSPECTIVE



PUBLIC PLAZA HOTEL AND FOOTE'S REST SWEETS SHOP PERSPECTIVE



rowland+broughton
architecture / urban design / interior design

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aspen, co 81611
970.544.9006 o
970.544.3473 f

1630 blake st, ste 200
denver, co 80202
303.308.1373 o
303.308.1375 f

Consultants

Issue:
2017.05.15
SKETCH PLAN REVIEW &
HISTORIC DISTRICT OVERLAY
REZONE
2017.06.28
SKETCH PLAN REVIEW &
HISTORIC DISTRICT OVERLAY
REZONE - REVISION
2017.08.16
DEV. APPLICATION PRE-APP MTG
2017.09.06
DEV. APPLICATION & HISTORIC
DISTRICT OVERLAY REZONE

FOOTES REST

BLOCK 11
500 MAIN STREET
FRISCO, CO 80443

PROJECT NO:
21707
DWG FILE:
21707_A0-1_Model Views_ALT.dwg

SHEET TITLE
**PROPOSED
MODEL
VIEWS**
SCALE: NTS

A0.2

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PUBLIC PLAZA PERSPECTIVE



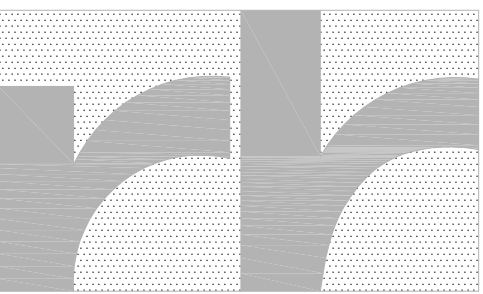
PUBLIC PLAZA PERSPECTIVE



COURTYARD PERSPECTIVE



PUBLIC PLAZA PERSPECTIVE



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Issue:

2017.05.15
SKETCH PLAN REVIEW &
HISTORIC DISTRICT OVERLAY
REZONE

2017.06.28
SKETCH PLAN REVIEW &
HISTORIC DISTRICT OVERLAY
REZONE - REVISION

2017.08.16
DEV. APPLICATION PRE-APP MTG

2017.09.06
DEV. APPLICATION & HISTORIC
DISTRICT OVERLAY REZONE

FOOTES REST

BLOCK 11
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FRISCO, CO 80443

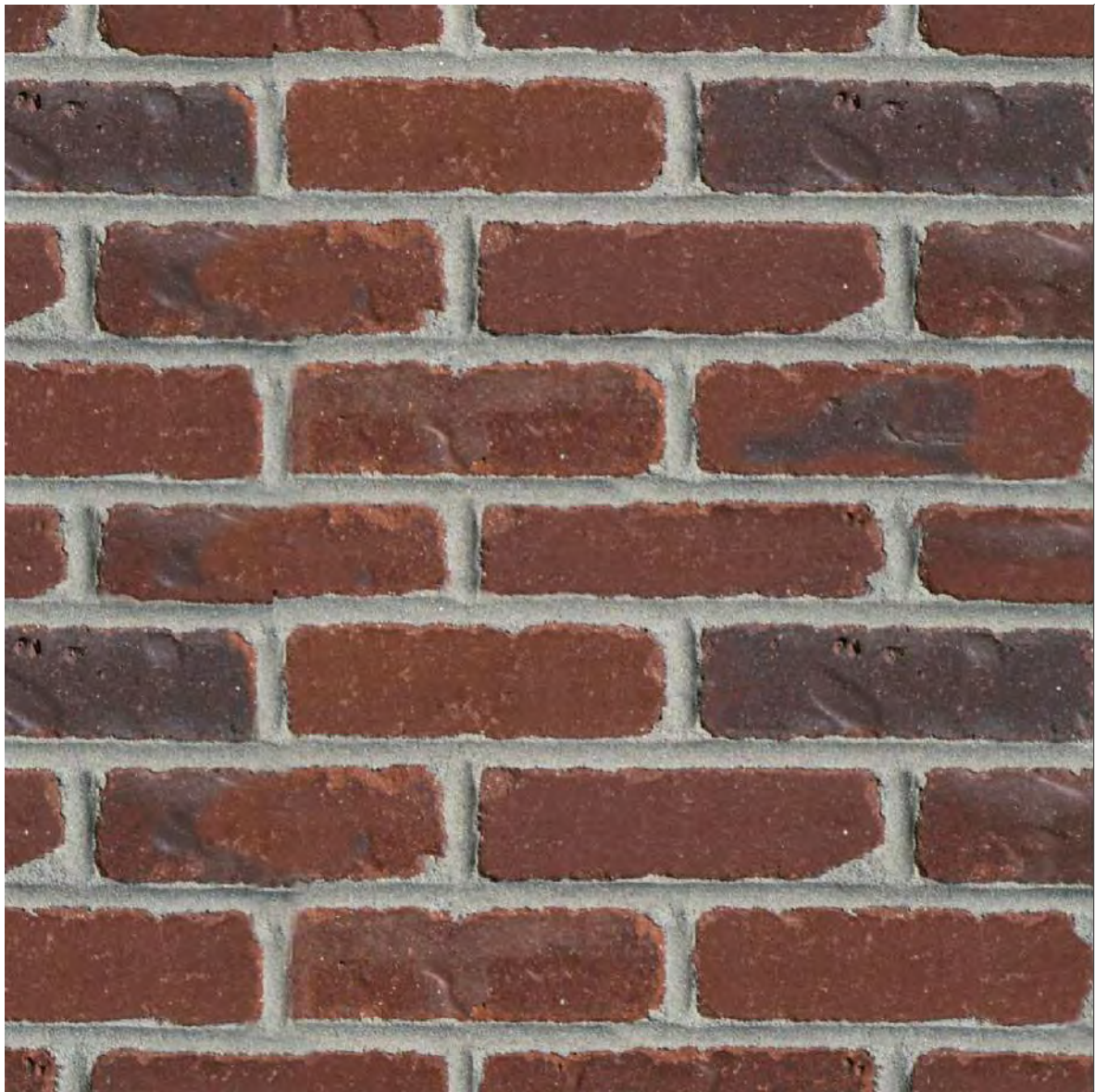
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21707
DWG FILE:
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SHEET TITLE
**PROPOSED
MODEL
VIEWS**
SCALE: NTS

A0.3

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BRICK
- MAROON, BROWN AND GREY BLEND
(ROBINSON BRICK OR SIMILAR)



VERTICAL T&G/SHI LAP SIDING
- VARIOUS WOOD TONES (LIGHT AND DARK)
- 4" EXPOSURE



HORIZONTAL LAP / SHI LAP SIDING
- VARIOUS WOOD TONES (LIGHT AND DARK)
- 4" EXPOSURE



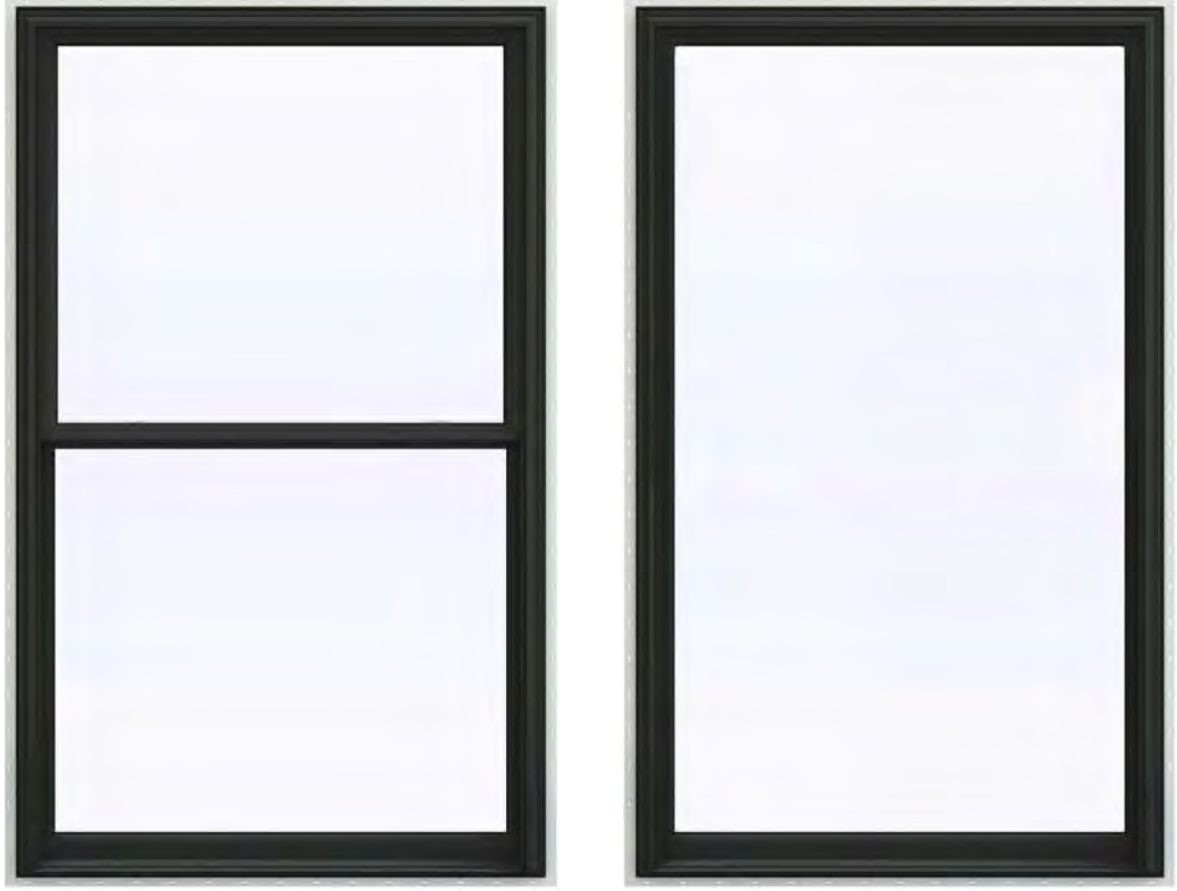
STANDING SEAM ROOF
- DARK GREY



DARK BRAKE METAL TRIM
- FASCIA, GUTTERS, DOWNSPOUTS, ETC
(BARRIDGE OR SIM.)



EXPOSED STEEL-LOOK TRIM DETAILS
- DARK METAL TONE



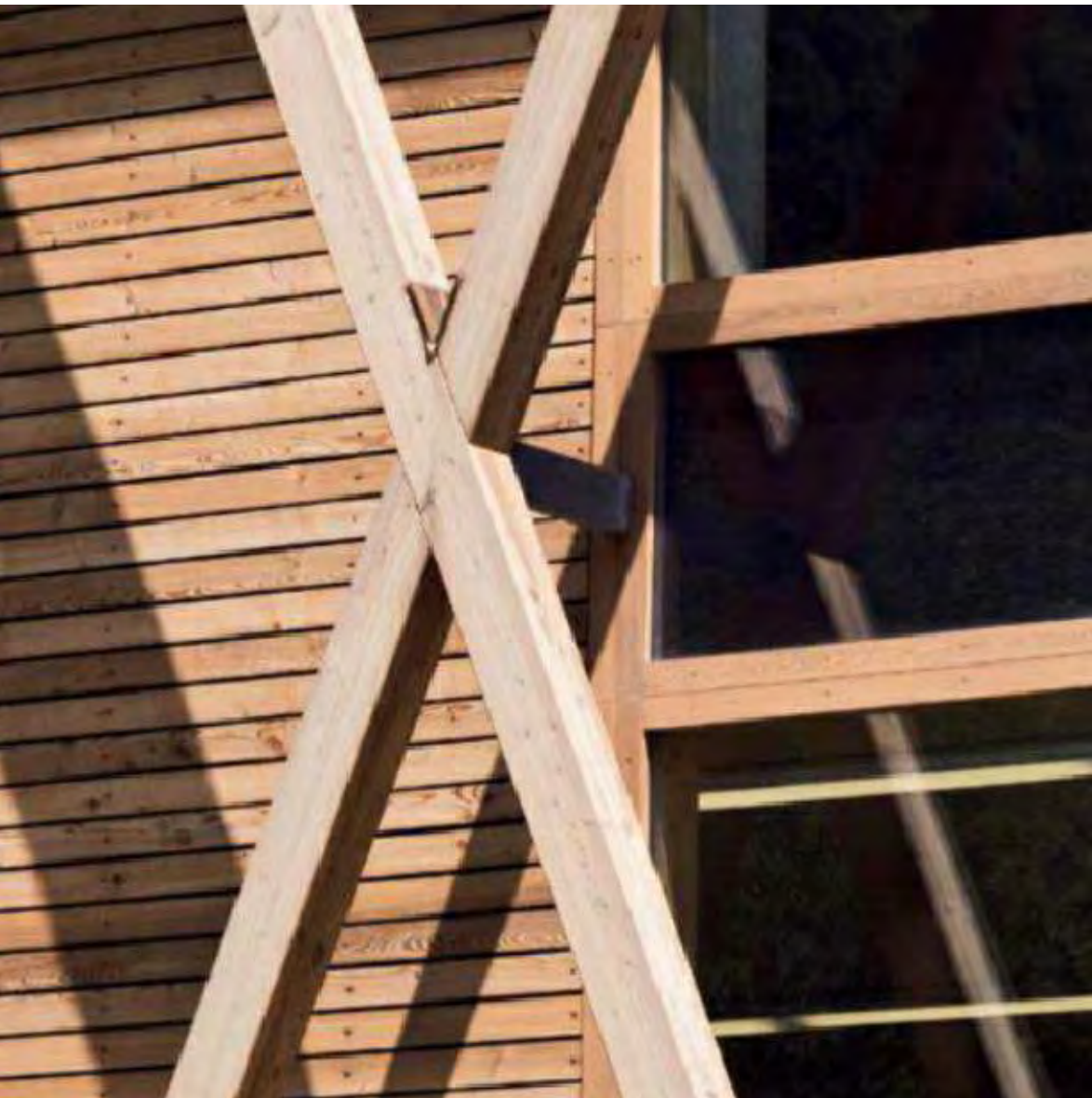
DOUBLE HUNG, CASEMENT, AND FIXED WINDOWS
- DARK EXTERIOR (MILGARD, MARVIN, JELDWEN,
OR SIM.)



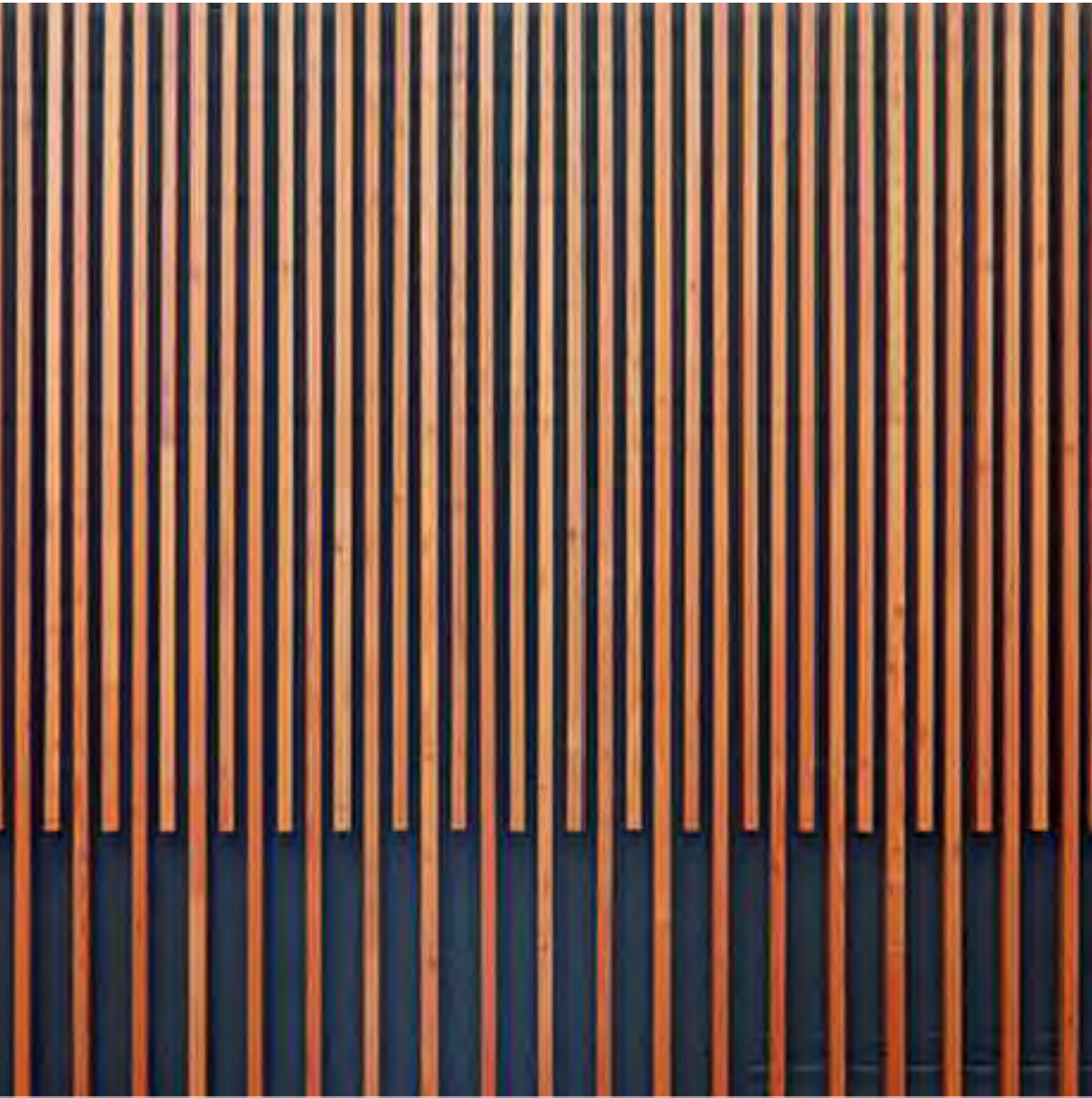
MOVABLE GLASS PANEL WALL
- DARK EXTERIOR WITH NARROW
SIGHT LINES (NANA WALL OR SIM.)



CABLE OR METAL BAR GUARD RAIL
- (DARK METAL)



DECORATIVE TIMBER TRIM DETAILS
- VARIOUS STAINS (LIGHT & DARK)



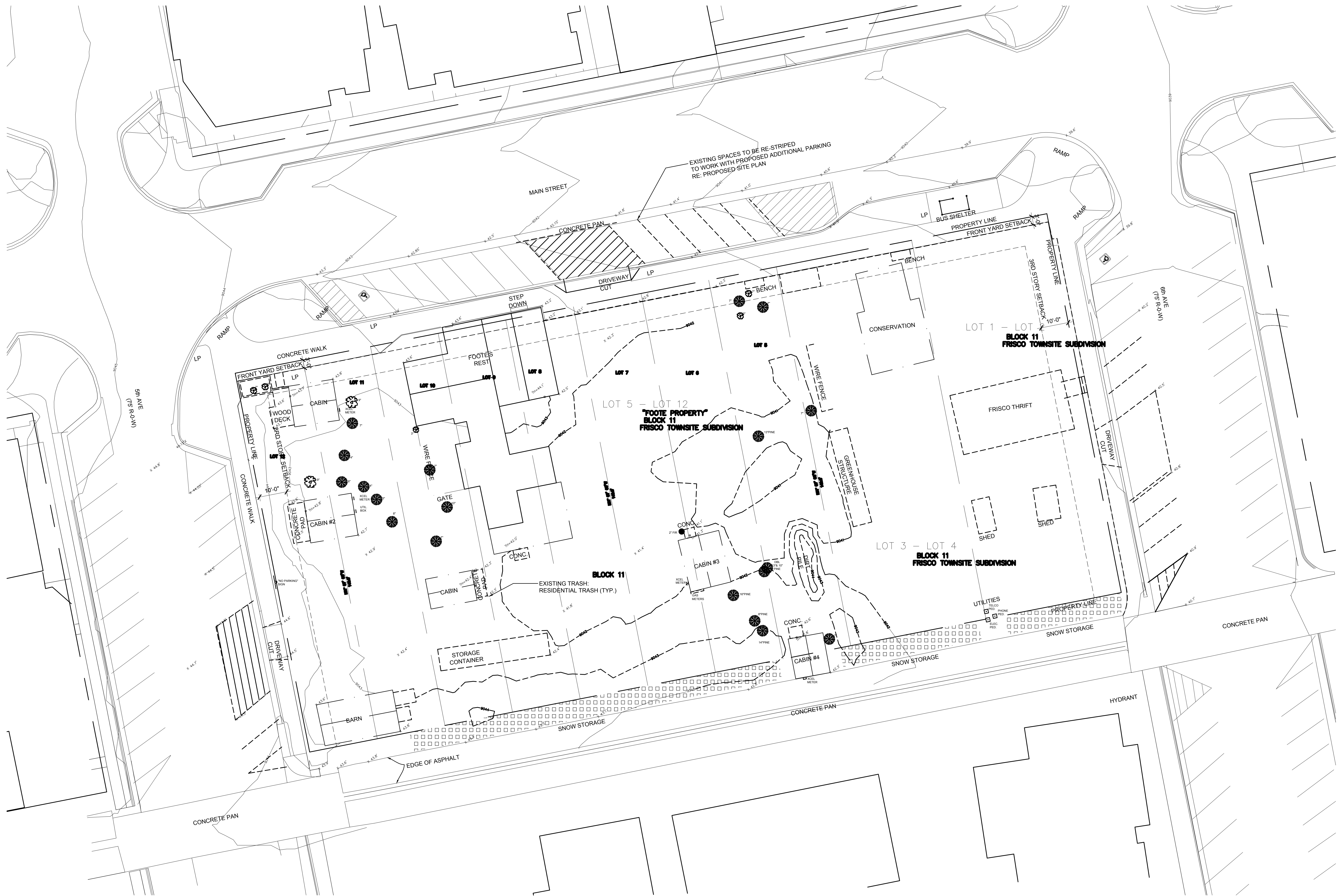
VERTICAL & HORIZONTAL SCREEN SLATS
- LIGHT WOOD TONES
- VARIOUS SIZES



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DISTRICT OVERLAY REZONE

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PLAN
NORTH





Consultants

FOOTES REST

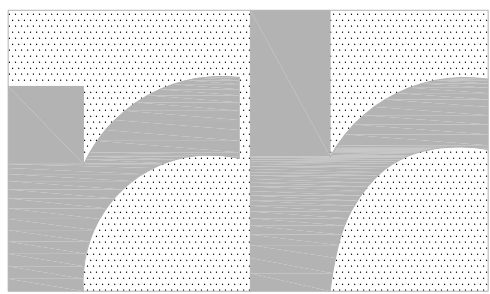
SHEET TITLE

**PROPOSED
SITE PLAN**

A1.1

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GROSS FLOOR AREA:	PROPERTY USE	
	HOTEL / RESIDENTIAL:	65,930 SQ. FT.
	COMMERCIAL:	14,314 SQ. FT.
	RESTAURANT:	3,513 SQ. FT.
	HISTORIC STRUCTURES:	4,874 SQ. FT.
	(USE TBD)	
	PARKING:	15,356 SQ. FT.
	TOTAL:	103,987 SQ. FT.



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Issue:

2017.05.15

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REZONE

2017.06.28

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REZONE - REVISION

2017.08.16

DEV. APPLICATION PRE-APP MTG

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DISTRICT OVERLAY REZONE

2017.11.03

DEV. APPLICATION & HISTORIC
DISTRICT OVERLAY REZONE
- COMMENTS RESPONSE

FOOTES REST

BLOCK 11
500 MAIN STREET
FRISCO, CO 80443

PROJECT NO:

21707

DWG FILE:

21707_A1-2_DevApp.dwg

SHEET TITLE

PROPOSED BUILDING HEIGHT CALCULATIONS

SCALE: 1/16"=1'-0"

A1.2

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ROOF HEIGHT TABLE				
DATA POINT	ELEVATION @ (E) GRADE (FEET)	ELEVATION @ ROOF (FEET)	BUILDING HEIGHT @ DATA POINT (FEET)	MAX. BUILDING HEIGHT @ POINT (FEET)
1	40.50	78.71	38.21	40
2	41.00	78.50	37.50	40
3	41.50	76.50	35.00	40
4	42.00	78.71	36.71	40
5	41.50	76.50	35.00	40
6	41.00	76.50	35.50	40
7	41.50	76.50	35.00	35
8	42.00	78.50	36.50	40

DATA POINT	ELEVATION @ (E) GRADE (FEET)	ELEVATION @ ROOF (FEET)	BUILDING HEIGHT @ DATA POINT (FEET)	MAX. BUILDING HEIGHT @ POINT (FEET)	DISTANCE BELOW HEIGHT LIMIT (FEET)
9	42.40	76.50	34.10	35	-0.90
10	42.50	78.50	36.00	40	-4.00
11	44.00	76.50	32.50	40	-7.50
12	43.50	76.50	33.00	40	-7.00
13	43.90	76.50	32.60	40	-7.40
14	43.00	83.00	40.00	40	0.00
15	43.00	76.50	33.50	35	-1.50
16	42.75	80.83	38.08	40	-1.92
17	43.00	76.50	33.50	35	-1.50

DATA POINT	ELEVATION @ (E) GRADE (FEET)	ELEVATION @ ROOF (FEET)	BUILDING HEIGHT @ DATA POINT (FEET)	MAX. BUILDING HEIGHT @ POINT (FEET)	DISTANCE BELOW HEIGHT LIMIT (FEET)
18	42.50	80.83	38.33	40	-1.67
19	43.00	76.50	33.50	35	-1.50
20	42.60	78.50	35.90	40	-4.10
21	42.00	76.50	34.50	35	-0.50
22	41.75	78.50	36.75	40	-3.25
23	41.50	76.50	35.00	35	0.00
24	41.25	78.50	37.25	40	-2.75
25	41.00	75.63	34.63	35	-0.37
26	41.00	76.50	35.50	40	-4.50

DATA POINT	ELEVATION @ (E) GRADE (FEET)	ELEVATION @ ROOF (FEET)	BUILDING HEIGHT @ DATA POINT (FEET)	MAX. BUILDING HEIGHT @ POINT (FEET)	DISTANCE BELOW HEIGHT LIMIT (FEET)
27	41.00	78.50	37.50	40	-2.50
28	40.50	76.50	36.00	40	-4.00
29	41.25	81.17	39.92	40	-0.08
A	41.00	86.67	45.67	EXEMPT	
B	41.00	94.50	53.50	EXEMPT	
C	41.00	84.59	43.59	EXEMPT	

NOTES:

- ACTUAL ELEVATIONS ARE 9,000' + ELEVATION INDICATED
- ARCHITECTURAL FEATURES EXCLUDED FROM BLDG HGT CALCS PER TOWN CODE 180-5 BLDG HEIGHT, RE: DEVELOPMENT NARRATIVE

1
A1.2

PROPOSED
BUILDING HEIGHT
CALCULATIONS
SCALE: 1/16"=1'-0"



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Issue:

2017.05.15
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HISTORIC DISTRICT OVERLAY
REZONE

2017.06.28
SKETCH PLAN REVIEW &
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REZONE - REVISION

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DISTRICT OVERLAY REZONE

2017.11.03
DEV. APPLICATION & HISTORIC
DISTRICT OVERLAY REZONE
- COMMENTS RESPONSE

FOOTES REST

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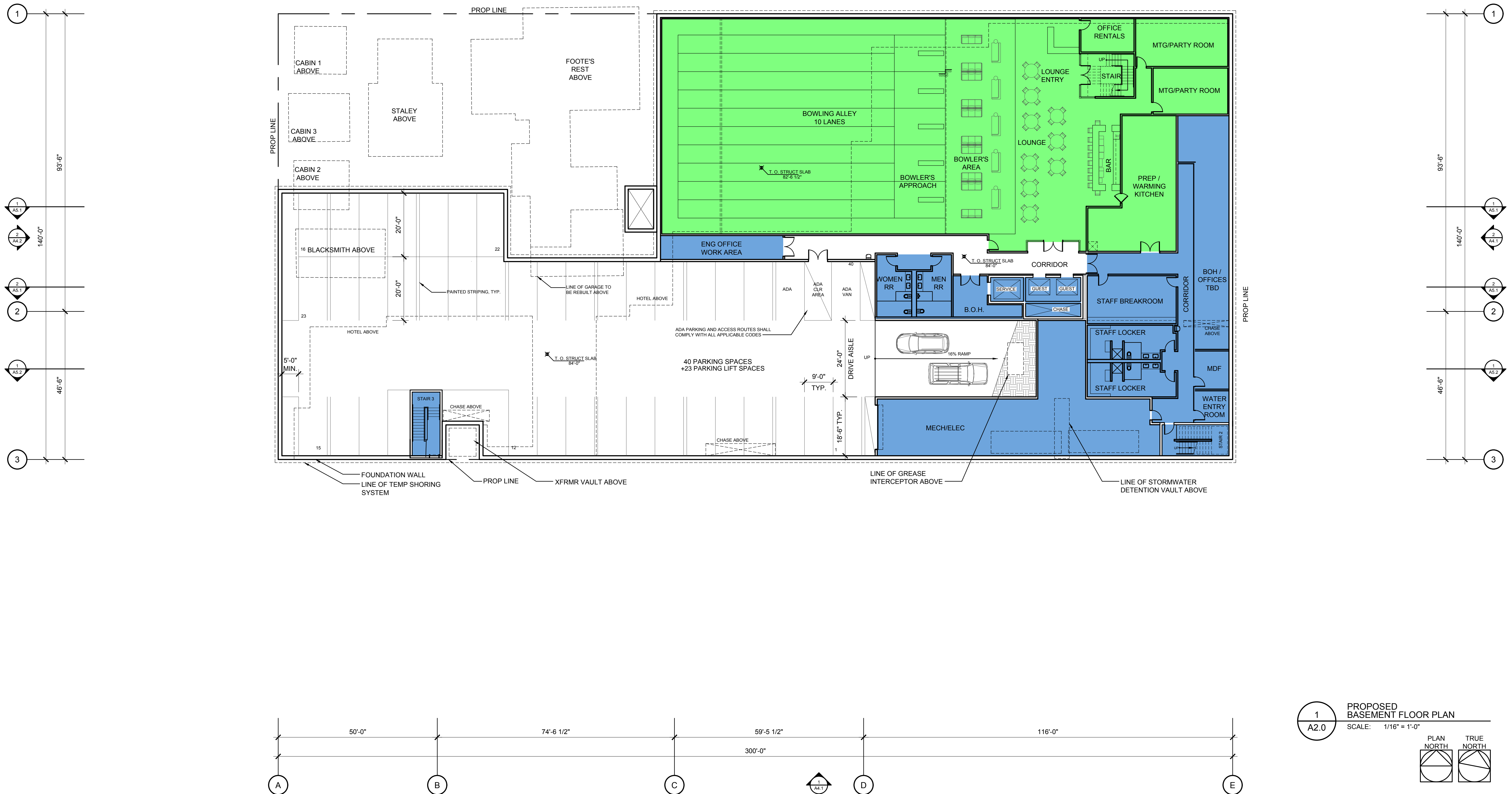
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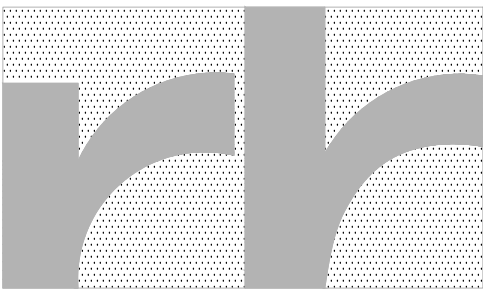
SHEET TITLE

**PROPOSED
BASEMENT
FLOOR PLAN**

A2.0

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FOOTES REST

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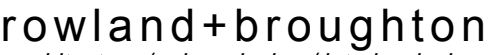
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SHEET TITLE
PROPOSED
LEVEL ONE
FLOOR PLAN
SCALE: 1/16"=1'-0"

A2.1

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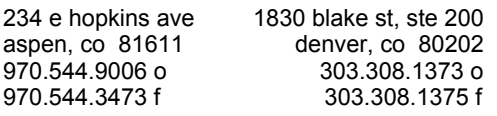
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SHEET TITLE

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2017.08.16
DEV. APPLICATION PRE-APP MTG

2017.09.06
DEV. APPLICATION & HISTORIC
DISTRICT OVERLAY REZONE

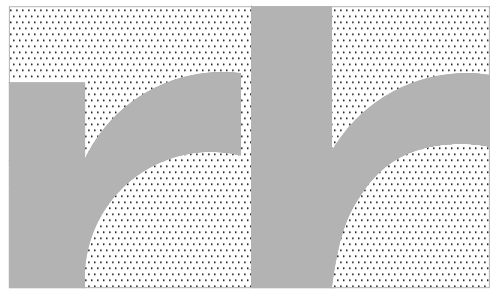
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FOOTES REST

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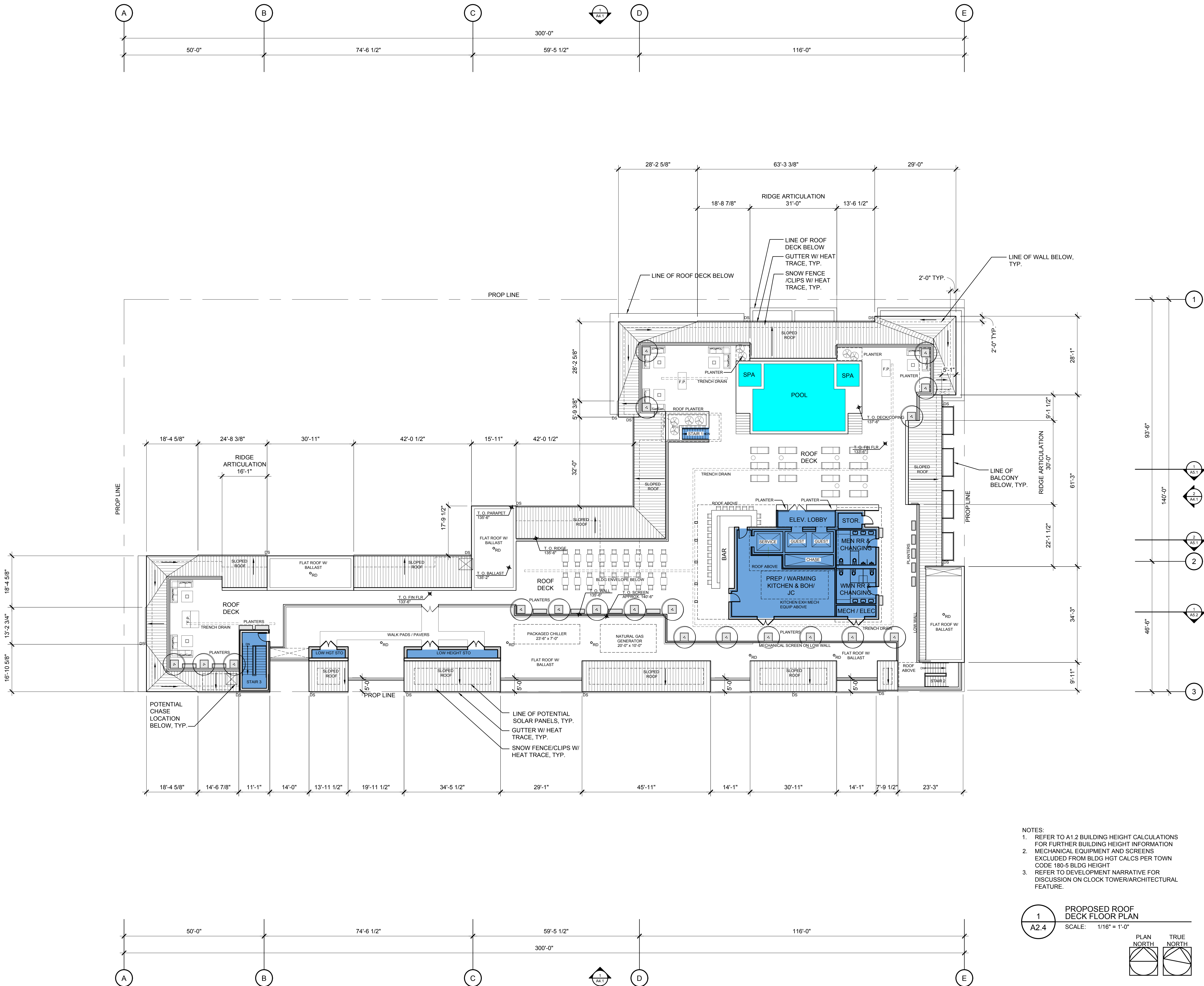
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PROPOSED
ROOF DECK
FLOOR PLAN

SCALE: 1/16"=1'-0"

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DISTRICT OVERLAY REZONE
2017.11.03
REV. APPLICATION & HISTORIC

DEV. APPLICATION & HISTORIC
DISTRICT OVERLAY REZONE
- COMMENTS RESPONSE

FOOTES REST

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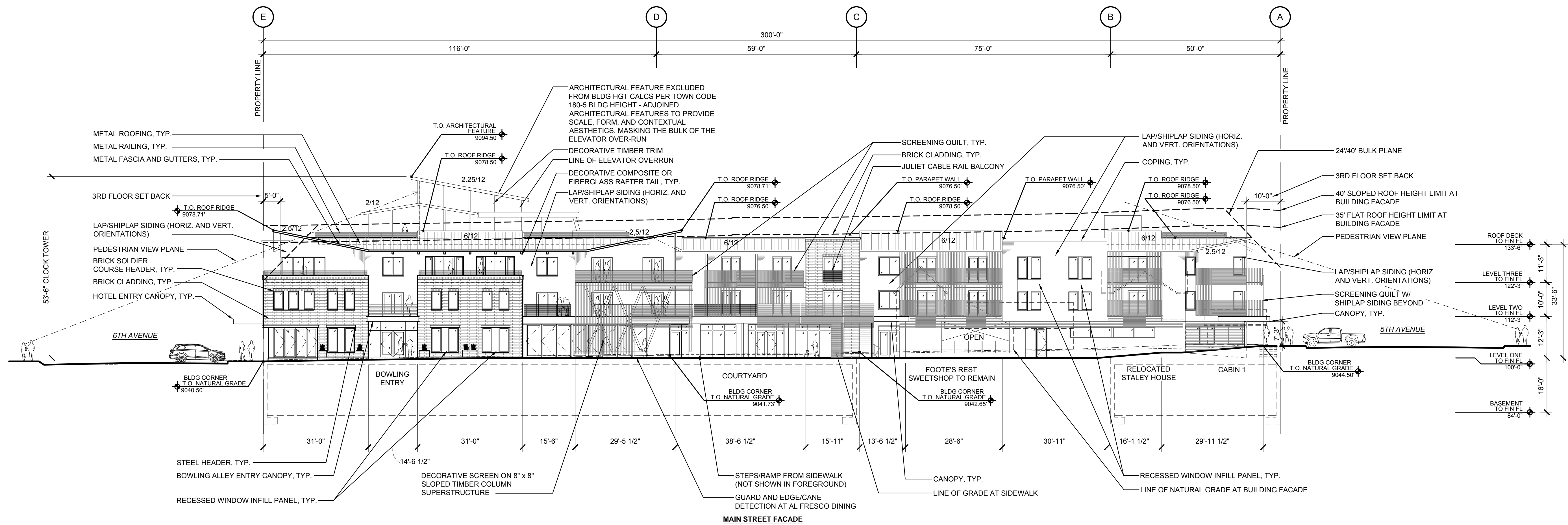
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PROPOSED EXTERIOR ELEVATIONS

SCALE: 1/16"=1'-0"

A4.1

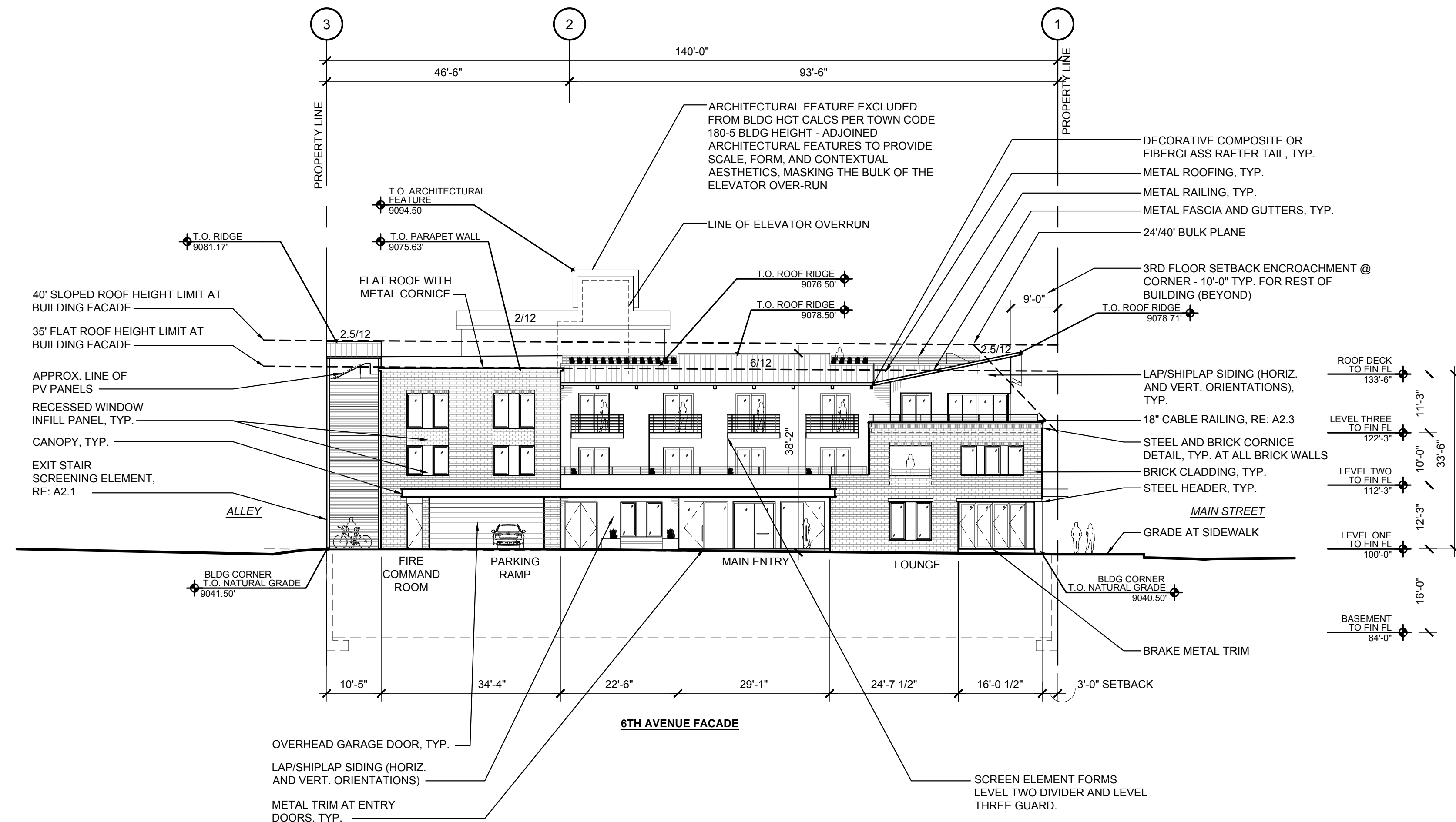
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1
A4.1

PROPOSED
EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"



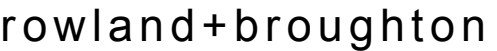
ELEVATION NOTES:

1. RE: MATERIAL SHEET FOR FURTHER SIDING / FINISH INFORMATION
2. RE: LIGHTING PLAN FOR LIGHT FIXTURE TYPES, LOCATIONS, AND HEIGHTS
3. TYPICAL MULTIPLE WINDOW RECESSED INFIL PANEL: MATERIAL FINISH VARIES (VERTICAL ACENT WOOD, BRAKE METAL TRIM, BRICK)
4. TYPICAL ENTRY CANOPY: STEEL CHANEL TRIM WITH WOOD SOFFIT AND RUBBER ROOF AND BALLAST FINISH FOR ALL CANOPIES
5. SOLDIER COURSE BRICK HEADER TYP. AT SECOND AND THIRD FLOOR BRICK WALL OPENINGS
6. STEEL HEADER TYP. AT LEVEL ONE BRICK WALL OPENINGS

2
A4.1

PROPOSED
EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"



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FOOTES REST

BLOCK 11
500 MAIN STREET
FRISCO, CO 80443

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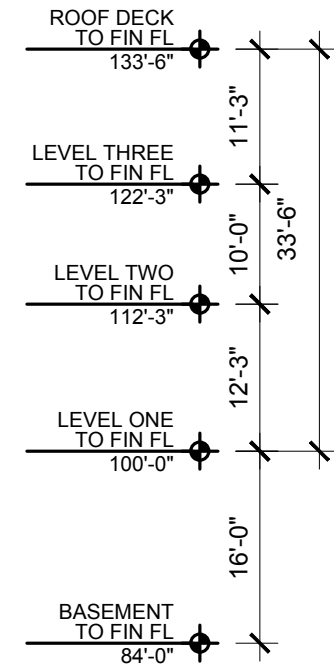
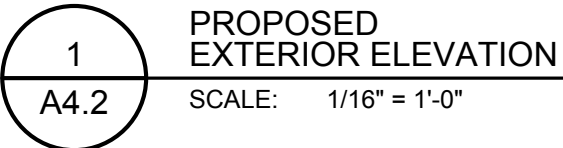
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PROPOSED EXTERIOR ELEVATIONS

SCALE: 1/16"=1'-0"

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- ### ELEVATION NOTES:
1. RE: MATERIAL SHEET FOR FURTHER SIDING / FINISH INFORMATION
 2. RE: LIGHTING PLAN FOR LIGHT FIXTURE TYPES, LOCATIONS, AND HEIGHTS
 3. TYPICAL MULTIPLE WINDOW RECESSED INFILL PANEL: MATERIAL FINISH VARIES (VERTICAL ACCENT WOOD, BRASS METAL TRIM, BRICK)
 4. TYPICAL ENTRY CANOPY: STEEL CANOPY TRIM WITH WOOD SOFFIT AND RUBBER ROOF AND BALLAST FINISH FOR ALL CANOPIES
 5. SOLDIER COURSE BRICK HEADER TYP. AT SECOND AND THIRD FLOOR BRICK WALL OPENINGS
 6. STEEL HEADER TYP. AT LEVEL ONE BRICK WALL OPENINGS

2
A4.2



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FOOTES REST

SHEET TITLE

**PROPOSED
BUILDING
SECTIONS**

SCALE: 1/16"=1'-0"

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FOOTES REST

SHEET TITLE

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DESIGN. ROWLAND+BROUGHTON ARCHITECTURE AND URBAN DESIGN SHALL
RETAIN ALL COMMON LAW STATUTORY AND OTHER RESERVED RIGHTS.



GENERAL NOTES

- THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
- DRAWINGS ARE INTENDED TO BE PRINTED ON 24" X 36" PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
- VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
- IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, NORRIS DESIGN RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION. THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNERS REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
- CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
- CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES, AND REGULATORY AGENCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. REFER TO ENGINEERING UTILITY PLANS FOR ALL PROPOSED UTILITY LOCATIONS AND DETAILS. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.
- UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
- ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
- SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
- COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEANOUT AREAS WITH OWNER'S REPRESENTATIVE.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCK PILES AND WORK FROM VANDALISM, EROSION OR UNINTENDED DISTURBANCE DURING THE CONSTRUCTION PERIOD AND UNTIL FINAL ACCEPTANCE IS ISSUED.
- THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
- MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
- THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
- THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
- THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.
- THE CLEANING OF CONCRETE EQUIPMENT IS PROHIBITED AT THE JOB SITE EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM SEWER IS PROHIBITED.

- MAINTENANCE ACCESS BENCHES: IF MAINTENANCE BENCHES OR ACCESS ROADS EXIST ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE BENCHES OR ACCESS ROADS DURING CONSTRUCTION. ANY BENCHES OR ACCESS ROADS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING BENCHES AND ACCESS ROADS DURING THE CONSTRUCTION PERIOD. IF ACCESS NEEDS TO BE BLOCKED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INTERRUPTION OF ACCESS.
- LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.

LAYOUT NOTES

- WRITTEN DIMENSIONS WILL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- CURVED WALKS AND CURB EDGES ARE INTENDED TO BE CONSTRUCTED WITH SMOOTH FLOWING CURVES. ANYTHING OTHER THAN SMOOTH FLOWING CURVES WILL BE REJECTED.
- THE CONTRACTOR SHALL OBTAIN, AT HIS EXPENSE, ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
- THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL INSTALL SLEEVING FOR IRRIGATION IMPROVEMENTS PRIOR TO INSTALLING CONCRETE FLATWORK. REFER TO IRRIGATION PLANS.
- LAY OUT WALKS, SCORE JOINTS AND PAVING PATTERNS AS CLOSELY AS POSSIBLE TO PLANS, DETAILS, AND SPECIFICATIONS. DO NOT DEVIATE FROM PLANS UNLESS SPECIFIC APPROVAL IS OBTAINED FROM THE OWNER'S REPRESENTATIVE.
- ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE LANDSCAPE ARCHITECT PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK. SEE TECHNICAL SPECIFICATIONS.
- CONTRACTOR IS RESPONSIBLE FOR SUPERVISING ALL PAVEMENT DURING THE CURING PROCESS.

EROSION NOTES

- THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOW LINE AND THE PUBLIC RIGHTS-OF-WAY OF THE TOWN OF FRISCO, COLORADO, AS A RESULT OF THIS SITE DEVELOPMENT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
- THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
- THE DEVELOPER, GENERAL CONTRACTOR, GRADING CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT ON PUBLIC RIGHT-OF WAYS.
- THE USE OF REBAR, STEEL STAKES, OR STEEL FENCE POSTS TO STAKE DOWN STRAW OR HAY BALES OR TO SUPPORT SILT FENCING USED AS AN EROSION CONTROL MEASURE IS PROHIBITED.
- THE CLEANING OF CONCRETE TRUCK DELIVERY CHUTES IS PROHIBITED AT THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE TO THE STORM SEWER SYSTEM IS PROHIBITED.
- THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATIONS INVOLVING WHEEL CUTTING, SAW CUTTING, OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS.

FOOTE'S REST AT BLOCK 11

LOTS 1-12, BLOCK 11, FRISCO, CO
DEVELOPMENT APPLICATION 02

OWNER:
512 MAIN STREET, LLC,
PO BOX 307
FRISCO, CO 80443
970.389.2660



DATE:
05.15.17: SK PLN 01
06.28.17: SK PLN 02
09.06.17: DA 01
09.30.17: DA PRICING
11.03.17: DA 02

SHEET TITLE:
GENERAL
NOTES

L-001

NOT FOR CONSTRUCTION

CHECKED BY:
DRAWN BY:

AR

GENERAL LANDSCAPE NOTES

1.

THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLANS AND SPECIFICATIONS AS CLOSELY AS POSSIBLE. ANY SUBSTITUTION OR ALTERATION SHALL NOT BE ALLOWED WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE. OVERALL PLANT QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE PLANS.
2.

THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKES PRECEDENCE OVER WRITTEN QUANTITIES.
3.

THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS AND IN THE SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
4.

THE OWNER'S REPRESENTATIVE MAY ELECT TO UPSIZE PLANT MATERIAL AT THEIR DISCRETION BASED ON SELECTION, AVAILABILITY, OR TO ENHANCE SPECIFIC AREAS OF THE PROJECT. THE CONTRACTOR SHALL VERIFY PLANT MATERIAL SIZES WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING, SHIPPING OR STOCKING OF PLANT MATERIALS. SUBMIT CHANGE ORDER REQUEST TO OWNER'S REPRESENTATIVE FOR APPROVAL IF ADDITIONAL COST IS REQUESTED BY THE CONTRACTOR PRIOR TO INSTALLATION. RE-STOCKING CHARGES WILL NOT BE APPROVED IF THE CONTRACTOR FAILS TO SUBMIT A REQUEST FOR MATERIAL CHANGES.
5.

THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS.
6.

REFER TO IRRIGATION PLANS FOR LIMITS AND TYPES OF IRRIGATION DESIGNED FOR THE LANDSCAPE. IN NO CASE SHALL IRRIGATION BE EMITTED WITHIN THE MINIMUM DISTANCE FROM BUILDING OR WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT. ALL IRRIGATION DISTRIBUTION LINES, HEADS AND EMITTERS SHALL BE KEPT OUTSIDE THE MINIMUM DISTANCE AWAY FROM ALL BUILDING AND WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT.
7.

LANDSCAPE MATERIAL LOCATIONS SHALL HAVE PRECEDENCE OVER IRRIGATION MAINLINE AND LATERAL LOCATIONS. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL.
8.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.
9.

PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.
10.

ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AS NOTED IN THE TECHNICAL SPECIFICATIONS.
11.

TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
12.

THE CENTER OF EVERGREEN TREES SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TREES CLOSER THAN 6' FROM A SIDEWALK, STREET OR DRIVE LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY OWNER'S REPRESENTATIVE IF TREE LOCATIONS CONFLICT WITH THESE STANDARDS FOR FURTHER DIRECTION.
13.

ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
14.

ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR A PERIOD OF 3 YEARS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STAKES AT THE END OF 3 YEARS FROM ACCEPTANCE OF LANDSCAPE INSTALLATION BY THE OWNER'S REPRESENTATIVE. OBTAIN APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.
15.

ALL TREES INSTALLED ABOVE RETAINING WALLS UTILIZING GEO-GRID MUST BE HAND DUG TO PROTECT GEO-GRID. IF GEO-GRID MUST BE CUT TO INSTALL TREES, APPROVAL MUST BE GIVEN BY OWNER'S REPRESENTATIVE PRIOR TO DOING WORK.
16.

ALL TREES IN SEED OR TURF AREAS SHALL RECEIVE MULCH RINGS. OBTAIN APPROVAL FROM OWNER'S REPRESENTATIVE FOR ANY TREES THAT WILL NOT BE MULCHED FOR EXCESSIVE MOISTURE REASONS.
17.

SHRUB, GROUNDCOVER AND PERENNIAL BEDS ARE TO BE CONTAINED BY 4" x 14 GAUGE GREEN, ROLL TOP, INTERLOCKING TYPE EDGER, RYERSON OR EQUAL. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS, WALKS OR SOLID FENCES WITHIN 3" OF PRE-MULCHED FINAL GRADE. EDGER SHALL NOT BE REQUIRED TO SEPARATE MULCH TYPES UNLESS SPECIFIED ON THE PLANS.
18.

ALL SHRUB BEDS ARE TO BE MULCHED WITH MIN.3" DEPTH, SHREDDED BARK NATURAL BROWN LANDSCAPE MULCH OVER SPECIFIED GEOTEXTILE WEED CONTROL FABRIC. ALL GROUND COVER AND PERENNIAL FLOWER BEDS SHALL BE MULCHED WITH 3" DEPTH SHREDDED BARK NATURAL BROWN LANDSCAPE MULCH. NO WEED CONTROL FABRIC IS REQUIRED IN GROUNDCOVER OR PERENNIAL AREAS.
19.

AT SEED AREA BOUNDARIES ADJACENT TO EXISTING NATIVE AREAS, OVERLAP ABUTTING NATIVE AREAS BY THE FULL WIDTH OF THE SEEDER.
20.

EXISTING TURF AREAS THAT ARE DISTURBED DURING CONSTRUCTION, ESTABLISHMENT AND THE MAINTENANCE PERIOD SHALL BE RESTORED WITH NEW SOD TO MATCH EXISTING TURF SPECIES. DISTURBED NATIVE AREAS WHICH ARE TO REMAIN SHALL BE OVER SEEDED AND RESTORED WITH SPECIFIED SEED MIX.
21.

CONTRACTOR SHALL OVER SEED ALL MAINTENANCE OR SERVICE ACCESS BENCHES AND ROADS WITH SPECIFIED SEED MIX UNLESS OTHERWISE NOTED ON THE PLANS.
22.

ALL SEEDED SLOPES EXCEEDING 25% IN GRADE (4:1) SHALL RECEIVE EROSION CONTROL BLANKETS. PRIOR TO INSTALLATION, NOTIFY OWNER'S REPRESENTATIVE FOR APPROVAL OF LOCATION AND ANY ADDITIONAL COST IF A CHANGE ORDER IS NECESSARY.
23.

WHEN COMPLETE, ALL GRADES SHALL BE WITHIN +/- 1/8" OF FINISHED GRADES AS SHOWN ON THE PLANS.
24.

WHEN PLANTER URNS ARE SHOWN ON PLANS, CONTRACTOR SHALL INCLUDE THE FOLLOWING: PLANTER MIX, ANNUAL FLOWER PLANTING PROGRAM (INCLUDES 2 PLANTINGS FOR THE 1ST YEAR (SPRING AND FALL). UNLESS OTHERWISE SPECIFIED, CONTRACTOR TO PROVIDE ANNUAL PLANTING SELECTION FOR REVIEW BY OWNER. IRRIGATION FOR PLANTERS TO BE ON SEPARATE ZONE(S). CONTRACTOR TO COORDINATE PLACEMENT OF NECESSARY SLEEVING PRIOR TO PLACEMENT OF PAVEMENT.
25.

PRIOR TO THE PLACEMENT OF MULCH AND WEED FABRIC, A GRANULAR, PRE-EMERGENT, WEED CONTROL AGENT SHALL BE ADDED TO ALL PLANTING BEDS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTION, EXCEPT AROUND ORNAMENTAL GRASSES.
26.

THE CONTRACTOR IS EXPECTED TO KNOW AND UNDERSTAND THE TOWN AND COUNTY SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION. IN CASES OF DISCREPANCIES THE HIGHER OF THE TWO STANDARDS SHALL HAVE PRECEDENCE.
27.

THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL IMPROVEMENTS SHOWN OR INDICATED ON THE APPROVED LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT.

LOT COVERAGE

LOT AREA:	42,000 SF
BUILDING AREA:	28,219 SF
MIXED USE BUILDING	23,346 SF
FOOTE'S REST:	2,871 SF
HOTEL:	802 SF
STALEY HOUSE:	773 SF
BLACKSMITH SHOP:	427 SF
LANDSCAPE AREA:	
SQUARE FEET:	13,781 SF
PERCENT COVERAGE:	32.8%

PLANTING SCHEDULE

QTY.	SYM.	COMMON NAME	BOTANICAL NAME	SIZE & COND.	EXPOSURE	WATER
DECIDUOUS TREES (30)						
	3	ANG	QUAKING ASPEN (SINGLE STEM)	POPULOUS TREMULOIDES	3" CAL, B&B	SUN
	1	ANC	QUAKING ASPEN (CLUMP)	POPULOUS TREMULOIDES	6-8' HT, B&B, CLUMP, COLLECTED	SUN
	3	NAR	NARROWLEAF COTTONWOOD	POPULOUS ANGUSTIFOLIA	3" CAL, B&B	SUN
	1	SHC	SHUBERT CHOKECHERRY	PRUNUS VIRGINIANA 'SHUBERT'	3" CAL, B&B	SUN/PART
	8	SHC	SHUBERT CHOKECHERRY	PRUNUS VIRGINIANA 'SHUBERT'	2" CAL, B&B	SUN/PART
	10	NCH	NATIVE CHOKECHERRY	PRUNUS VIRGINIANA	2" CAL, B&B	SUN/PART
	2	RMG	ROCKY MOUNTAIN GLOW MAPLE	ACER GRANDIDENTATUM 'SCHMIDT'	3" CAL, B&B	SUN/PART
	2	LTC	JAPANESE TREE LILAC (CLUMP)	SYRINGA RETICULATA	6-8' HT, CLUMP	SUN
EVERGREEN TREES (8)						
	1	FOX	BRISTLECONE PINE	PINUS ARISTATA	10' HT. MIN., B&B, NURSERY GROWN	SUN/PART
	3	FOX	BRISTLECONE PINE	PINUS ARISTATA	8' HT. MIN., B&B, NURSERY GROWN	SUN/PART
	2	CCF	WHITE FIR	ABIES CONCOLOR	6' HT. MIN., B&B	SUN/PART
	2	HOO	HOOPSI SPRUCE	PICEA PUNGENS 'HOOPSI'	6' HT. MIN., B&B	SUN
EVERGREEN SHRUBS (4)						
	4	BRO	BROADMOOR JUNIPER	JUNIPERUS SABINA 'BROADMOOR'	#5 CONT.	SUN/PART
						XERIC
DECIDUOUS SHRUBS (14)						
	2	CAC	PEKING COTONEASTER	COTONEASTER LUCIDUS	#5 CONT.	SUN/PART
	4	NMO	MOUNTAIN NINEBARK	PHYSOCARPUS MONOGYNUS	#5 CONT.	SUN/PART
	2	ALS	URAL FALSE SPIREA	SORBARIA SORBIFOLIA	#5 CONT.	SUN/PART
	2	RWO	WOODS ROSE	ROSA WOODSII	#5 CONT.	SUN/PART
	2	RLR	REDLEAF ROSE	ROSA GLAUCA 'RUBRIFOLIA'	#5 CONT.	SUN/PART
	2	ART	DWARF ARTIC BLUE WILLOW	SALIX PURPUREA 'NANA'	#5 CONT.	SUN/PART
ORNAMENTAL GRASSES						
	DEC	TUFTED HAIR GRASS	DESCHAMPSIA CESPITOSA	#1 CONT.	SUN	MED
	IRG	INDIAN RICE GRASS	ACHNATHERUM HYMENOIDES	#1 CONT.	SUN	XERIC

LANDSCAPE REQUIREMENTS

REQUIREMENTS
1 TREE PER 1,500 SF OF DEVELOPMENT AREA
1 SHRUB PER 2,500 SF OF DEVELOPMENT AREA
BLOCK 11 AREA: 42,000 SF

BREAK DOWN	REQ.	PROVIDED	EXISTING	TOTAL
TREES	28	38	2	40
DECIDUOUS	18	30	0	30
3" CAL	9	9	0	9
2" CAL	9	18	0	18
BY HEIGHT	N/A	11	0	11
EVERGREEN	10	8	2	10
10' HT.	3	1	2	3
8' HT.	3	3	0	3
6' HT.	4	4	0	4
SHRUBS	17	18	0	18
DECIDUOUS	N/A	4	0	4
EVERGREEN	N/A	14	0	14

▮ ADDITIONAL TREES ARE PLANTED SMALLER THAN REQUIRED. IT IS STRONGLY BELIEVED THAT THIS IS BETTER FOR THE SITE AND THE HEALTH OF THE PLANTINGS

SUN TOLERANT PERENNIALS (ROOF)

	COMMON NAME	BOTANICAL NAME
BPL	BELL FLOWER	CAMPANULA PERSICIFOLIA
RGD	BLACK-EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'
DSD	DWARF SHASTA DAISY	LEUCANTHEMUM COMPACT 'SNOW LADY'
CFL	CONE FLOWER SP.	ECHINACEA SP.
APF	EUROPEAN PASQUE FLOWER	PULSATILLA VULGARIS
PHR	HUSKER RED PENSTEMON	PENSTEMON PINIFOLIUS 'HUSKER RED'
SMN	MAY NIGHT SALVIA	SALVIA SYLVESTRIS X 'MAINACHT'
SES	AUTUMN JOY SEDUM	SEDUM 'AUTUMN JOY'
CMW	WALKER'S LOW CATMINT	NEPETA FAASSENII 'WALKER'S LOW'

SHADE TOLERANT PERENNIALS

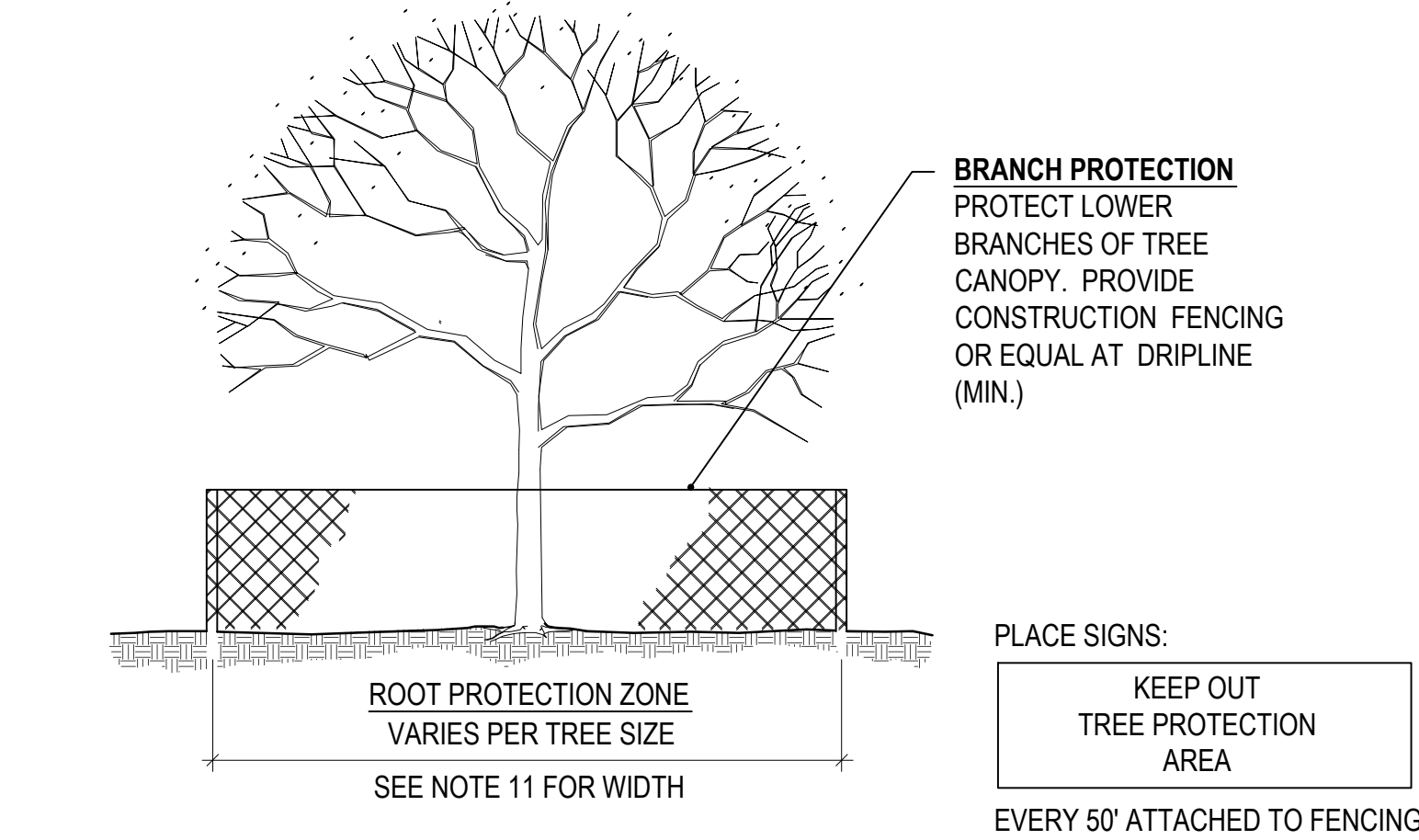
	COMMON NAME	BOTANICAL NAME
BBA	BEE BALM	MONARDA DIDYMA
SOM	BISHOP'S WEED	AEGOPODIUM PODOGRARIA 'VARIEGATUM'
CLR	COLUMBINE SP.	AQUILEGIA SP.
LAE	EDELWEISS	LEONTOPODIUM ALPINUM
APF	EUROPEAN PASQUE FLOWER	PULSATILLA VULGARIS
FJF	FALSE FORGET-ME-NOT	BRUNNERA MACROPHYLLA 'JACK FROST'
IRG	GERMAN BEARDED IRIS	IRIS GERMANICA VAR.
PAN	PANSY SP.	VIOLA SP.
LPD	PURPLE DRAGON NETTLE	LAMIUM MACULATUM 'PURPLE DRAGON'
WIN	WINDFLOWER	ANEMONE SYLVESTRIS

TURF GRASS

COMMON NAME

ECOLOTURF (OR APPROVED EQUAL)

LANDSCAPE DETAILS



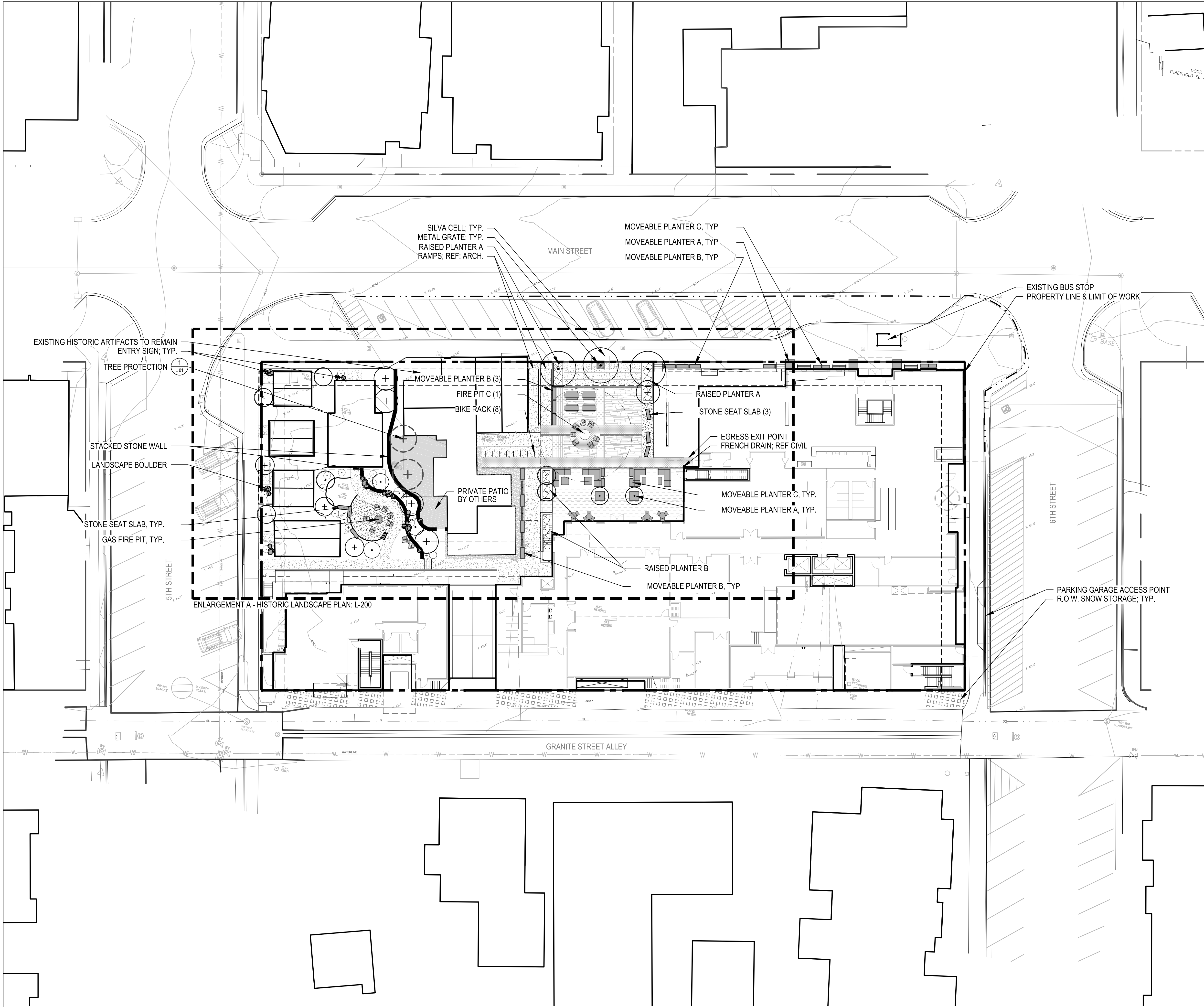
1 TREE AND SHRUB PROTECTION

TREE PROTECTION NOTES

1. ALL TREES AND SHRUBS TO BE PROTECTED AND PRESERVED SHALL BE PER DETAIL. GROUPING OF MORE THAN ONE TREE MAY OCCUR.
2. TREES AND SHRUBS TO BE PROTECTED AND PRESERVED SHALL BE IDENTIFIED ON THE TRUNK WITH SURVEY TAPE.
3. TO PREVENT ROOT SMOTHERING, SOIL STOCKPILES, SUPPLIES, EQUIPMENT OR ANY OTHER MATERIAL SHALL NOT BE PLACED OR STORED WITHIN THE DRIP LINE OR WITHIN 15 FEET OF A TREE OR SHRUB TRUNK, WHICHEVER IS GREATER.
4. TREE AND SHRUB ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE.
5. TRENCHES SHALL BE HAND DUG WITHIN THE DRIP LINE IN AREAS WHERE ROOTS TWO INCHES IN DIAMETER AND GREATER ARE PRESENT, OR WHEN IN CLOSE PROXIMITY TO LOW BRANCHING TREES. WHENEVER POSSIBLE, ROOTS TWO INCHES OR GREATER IN DIAMETER SHALL BE TUNNELED OR BORED UNDER AND SHALL BE COVERED TO PREVENT DEHYDRATION.
6. WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. WHENEVER POSSIBLE, ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, WHEN ROOT ENERGY SUPPLIES ARE HIGH AND CONDITIONS ARE LEAST FAVORABLE FOR DISEASE CAUSING AGENTS. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST.
7. WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR.
8. AUGER TUNNELING RATHER THAN TRENCHING SHOULD BE USED FOR UTILITY PLACEMENT WITHIN DRIP LINE.
9. FENCING MATERIAL SHALL ENCIRCLE ANY TREE OR SHRUB WHOSE OUTER DRIP LINE EDGE IS WITHIN 20 FEET OF ANY CONSTRUCTION ACTIVITIES.
10. FENCING MATERIAL SHALL BE BRIGHT, CONTRASTING COLOR, DURABLE, AND A MINIMUM OF FOUR FEET IN HEIGHT.
11. FENCING MATERIAL SHALL BE SET AT THE DRIP LINE OR 15 FEET FROM TREE TRUNK, WHICHEVER IS GREATER, AND MAINTAINED IN AN UPRIGHT POSITION THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.
12. ANY GRADE CHANGES (SUCH AS THE REMOVAL OF TOPSOIL OR ADDITION OF FILL MATERIAL) WITHIN THE DRIP LINE SHOULD BE AVOIDED FOR EXISTING TREES TO REMAIN. RETAINING WALLS AND TREE WELLS ARE ACCEPTABLE ONLY WHEN CONSTRUCTED PRIOR TO GRADE CHANGE.

SCALE: 1/8" = 1'-0"

CHECKED BY: AR
DRAWN BY:



LANDSCAPE LEGEND

- | | | | |
|--|-------------------------------|--|--------------------|
| | DECIDUOUS TREES | | EVERGREEN SHRUBS |
| | EVERGREEN TREES | | DECIDUOUS SHRUBS |
| | EXISTING TREE TO REMAIN | | COBBLE DRIP EDGER |
| | EDGER | | DECOMPOSED GRANITE |
| | EDGER-SPADE | | CONCRETE |
| | STACKED STONE WALL | | PAVER TYPE 01 |
| | ENLARGEMENT | | PAVER TYPE 02 |
| | PROPERTY LINE & LIMIT OF WORK | | PAVER TYPE 03 |
| | | | PAVER TYPE 04 |

SNOW STORAGE

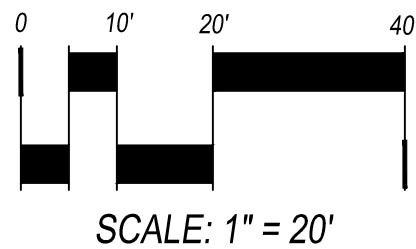
- ALL SNOW WILL BE MELTED ON SITE.
- 7' WIDE SNOW STACK AREA AVAILABLE IN THE PUBLIC RIGHT OF WAY.
 - 2,300 SF OF SNOW STORAGE IN R.O.W.

NOTES

- REFERENCE ENGINEER AND SURVEYOR PLANS FOR RESPECTIVE UTILITIES, GRADING AND DRAINAGE.
- RESEED ALL AREAS WITH SPECIFIED SEED MIX UNLESS OTHERWISE DESIGNATED.
- THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
- PLANT SYMBOLS ARE SHOWN AT APPROXIMATELY MATURE SIZE.
- ALL PLANTINGS SHALL BE PLANTED TO AVOID CONFLICTS WITH SIGHT TRIANGLES AND EXISTING AND PROPOSED UTILITIES. NOTIFY LANDSCAPE ARCHITECT OF CONFLICTS.
- FINAL PLANT LOCATIONS SHALL BE FIELD VERIFIED.
- PRESERVE AND PROTECT EXISTING TREES AS POSSIBLE. TREE PROTECTION DETAIL AND NOTES PROVIDED.
- FINAL IRRIGATION DESIGN BY OTHERS. IRRIGATION DESIGN TO BE COORDINATED WITH ENGINEERS AND ARCHITECTS FOR PROPER IRRIGATION RATES.
 - GROUND LEVEL
 - ALL TREES AND SHRUBS TO BE IRRIGATED WITH DRIP IRRIGATION
 - ALL TURF, NATIVE GRASS, PERENNIALS AND/ OR ANNUAL BEDS TO BE SPRAY IRRIGATED / INLINE DRIP IRRIGATION.
 - 2ND FLOOR AND ROOF TOP
 - ALL PLANTERS AND BEDS TO BE IRRIGATED WITH NETAFIM DRIP IRRIGATION OR APPROVED EQUAL.



NORTH

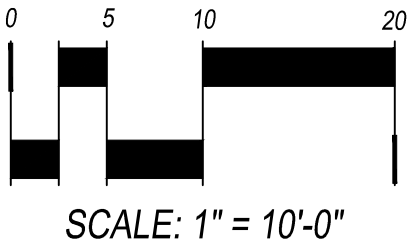
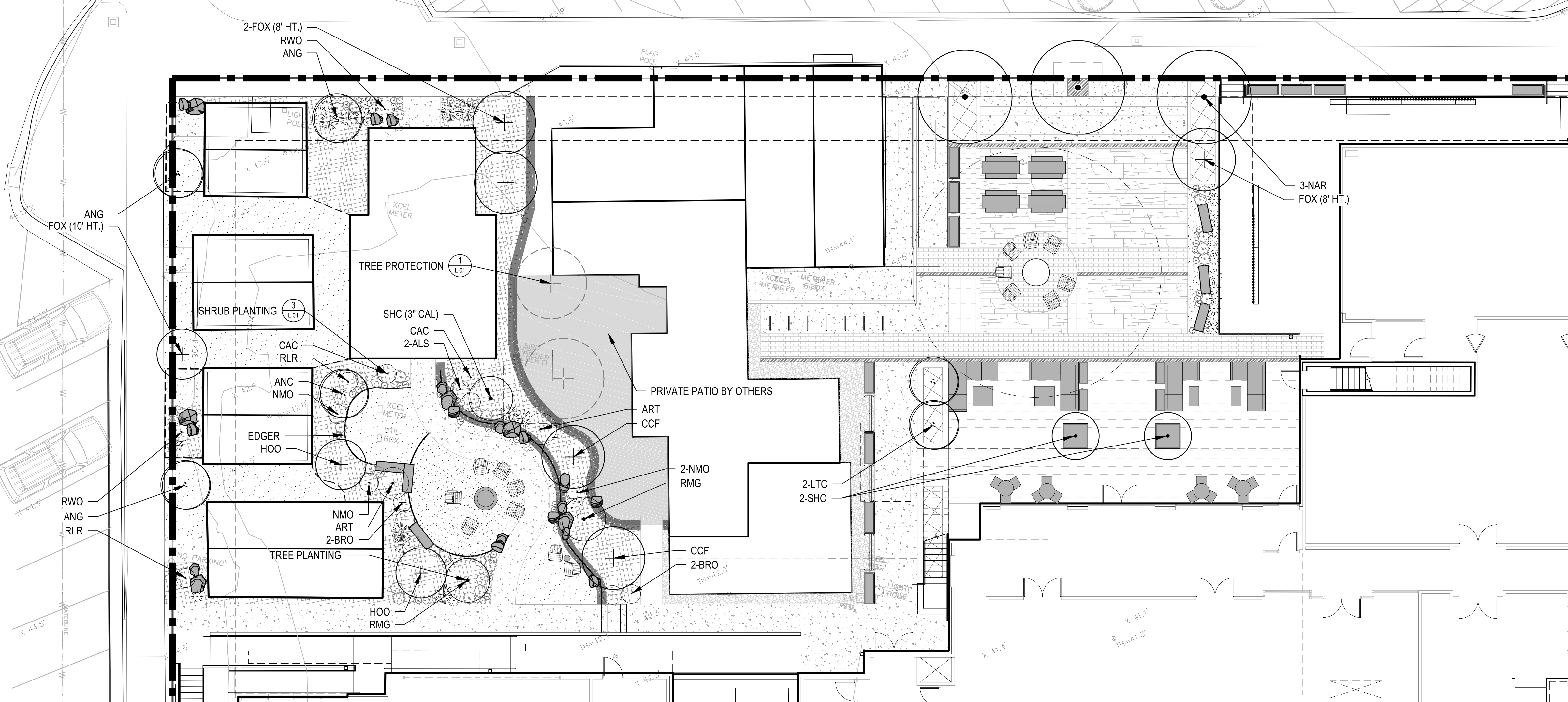


SCALE: 1" = 20'



ENLARGEMENT A - HISTORIC LANDSCAPE PLAN

SCALE: 1" = 10'-0"



LANDSCAPE LEGEND

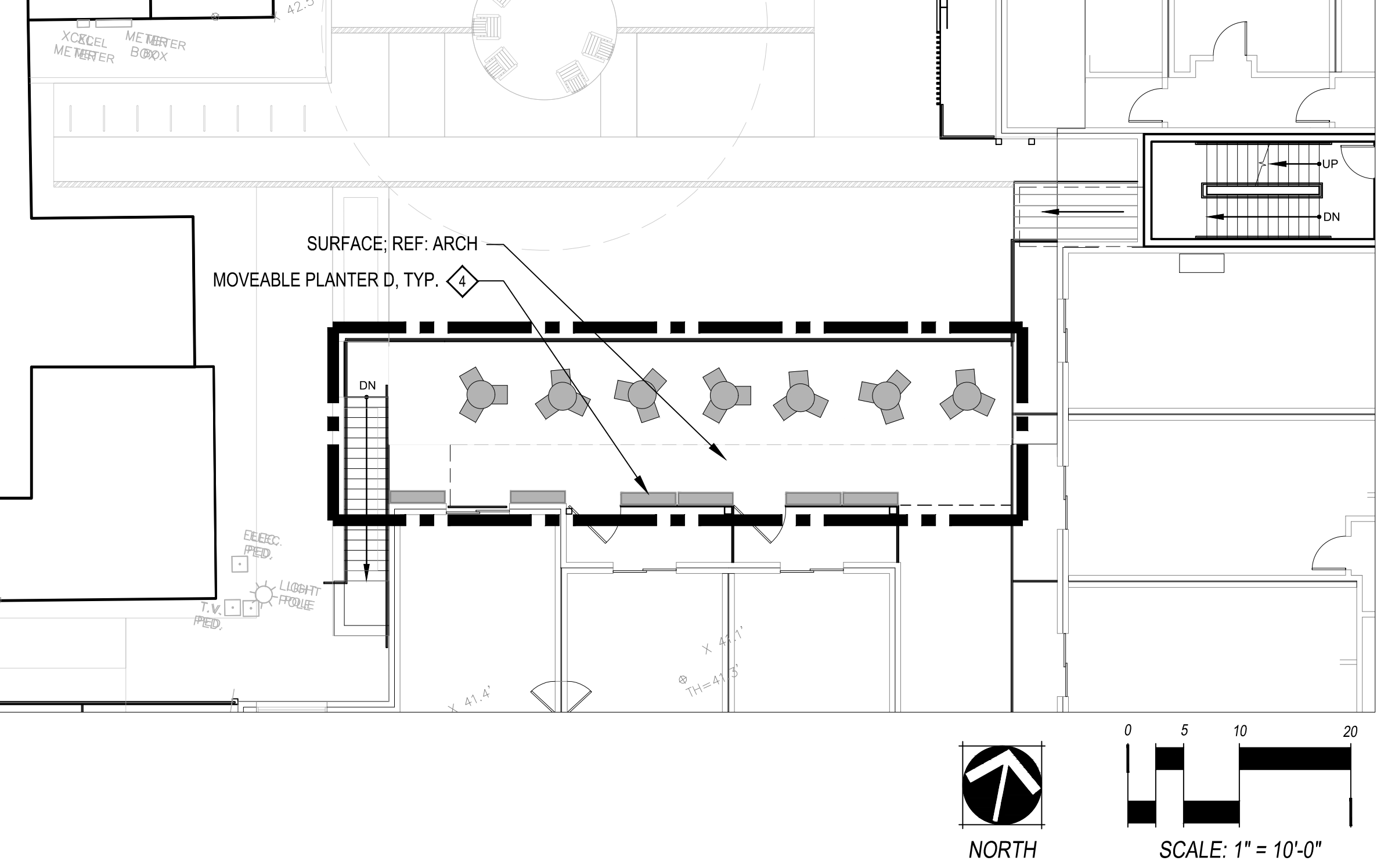
	DECIDUOUS TREES		SOD
	EVERGREEN TREES		HIGH COUNTRY NATIVE SEED MIX
	EVERGREEN SHRUBS		SHORT NATIVE SEED MIX
	DECIDUOUS SHRUBS		SHADE PERENNIALS
	ORNAMENTAL GRASSES		SHADE PERENNIALS
	PERENNIALS		SUN PERENNIALS
	EXISTING TREE TO REMAIN		MTN WILDFLOWER MIX
	EDGER		COBBLE DRIP EDGER
	EDGER-SPADE		D.G.
	STACKED STONE WALL		CONCRETE
	PROPERTY LINE & LIMIT OF WORK		PAVER TYPE 1
			PAVER TYPE 2
			PAVER TYPE 3
			PAVER TYPE 4

NOTES

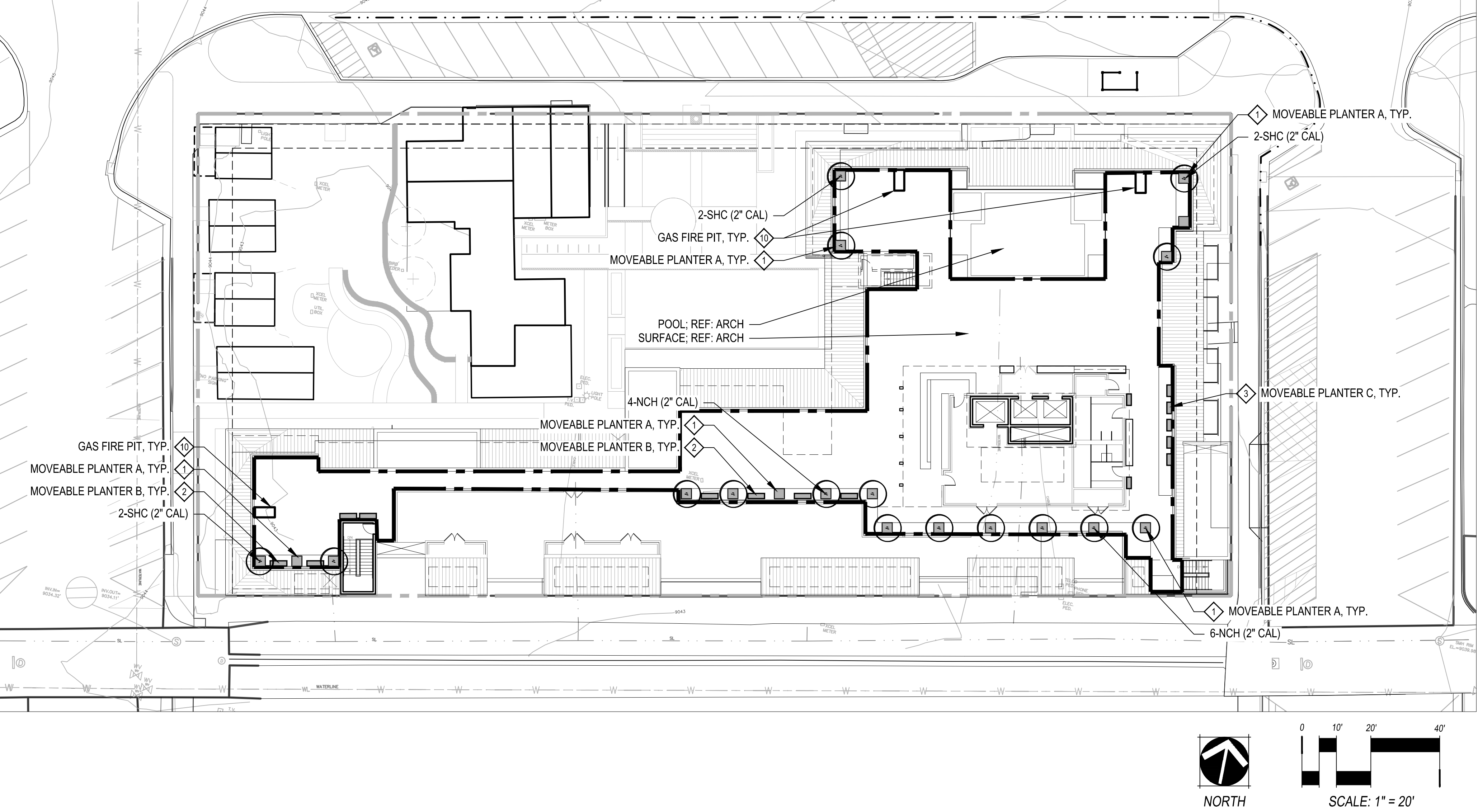
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6. FINAL PLANT LOCATIONS SHALL BE FIELD VERIFIED.
7. PRESERVE AND PROTECT EXISTING TREES AS POSSIBLE. TREE PROTECTION DETAIL AND NOTES PROVIDED.
8. FINAL IRRIGATION DESIGN BY OTHERS. IRRIGATION DESIGN TO BE COORDINATED WITH ENGINEERS AND ARCHITECTS FOR PROPER IRRIGATION RATES.
 - 8.1. GROUND LEVEL
 - ALL TREES AND SHRUBS TO BE IRRIGATED WITH DRIP IRRIGATION
 - ALL TURF, NATIVE GRASS, PERENNIALS AND/ OR ANNUAL BEDS TO BE SPRAY IRRIGATED / INLINE DRIP IRRIGATION.
 - 8.2. 2ND FLOOR AND ROOF TOP
 - ALL PLANTERS AND BEDS TO BE IRRIGATED WITH NETAFIM DRIP IRRIGATION OR APPROVED EQUAL.

NOT FOR CONSTRUCTION

PATIO LAYOUT PLAN



ROOF LAYOUT PLAN



LANDSCAPE LEGEND

- DECIDUOUS TREES
- ENLARGEMENT
- LIMIT OF WORK

NOTES

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Foote's Rest Block 11

Project Narrative – List of Exhibits

November 29, 2017

1. Exhibit A - Adjacent Building Heights and Future Redevelopment
2. Exhibit B - Historic Lot Diagram
3. Exhibit C1 - Foote's Rest Block 11 History
4. Exhibit C2 – Historic Buildings
5. Exhibit D - Partii Diagram
6. Exhibit E – Building Floor Areas
7. Exhibit F - Existing On-Street Parking
8. Exhibit G - Proposed On-Street Parking
9. Exhibit H - Existing Development and Open Space
10. Exhibit I - Proposed Development and Open Space
11. Exhibit J – Bulk Plane and Height Limit
12. Exhibit K – Construction Management Diagram
13. Exhibit L – Staley House Model View
14. Exhibit M – Proposed On-Site Parking



Context

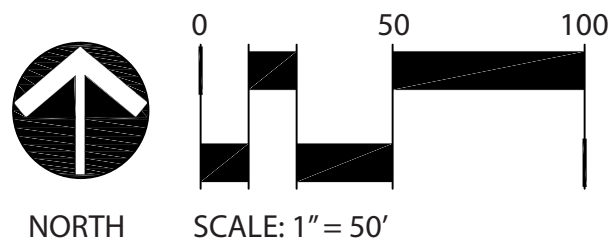
- The surrounding neighborhood blocks consist of a variety of building heights.
- The diversity of architecture creates an engaging pedestrian experience.
- Proposed three story building is compatible with adjacent development.

Legend

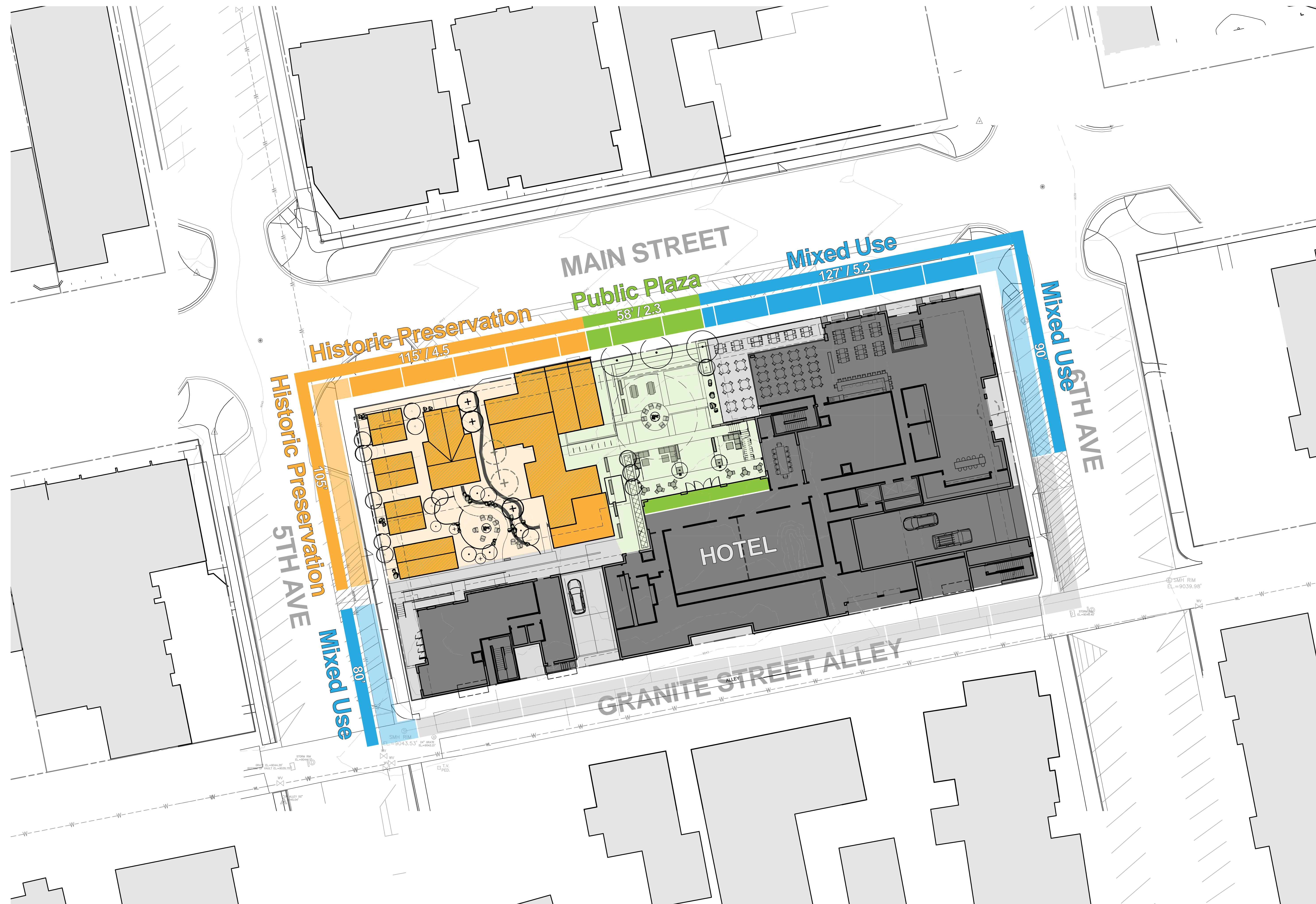
 Future Redevelopment

Number of Floors

	1
	1 Tall
	2
	2 Tall
	3
	3 Tall

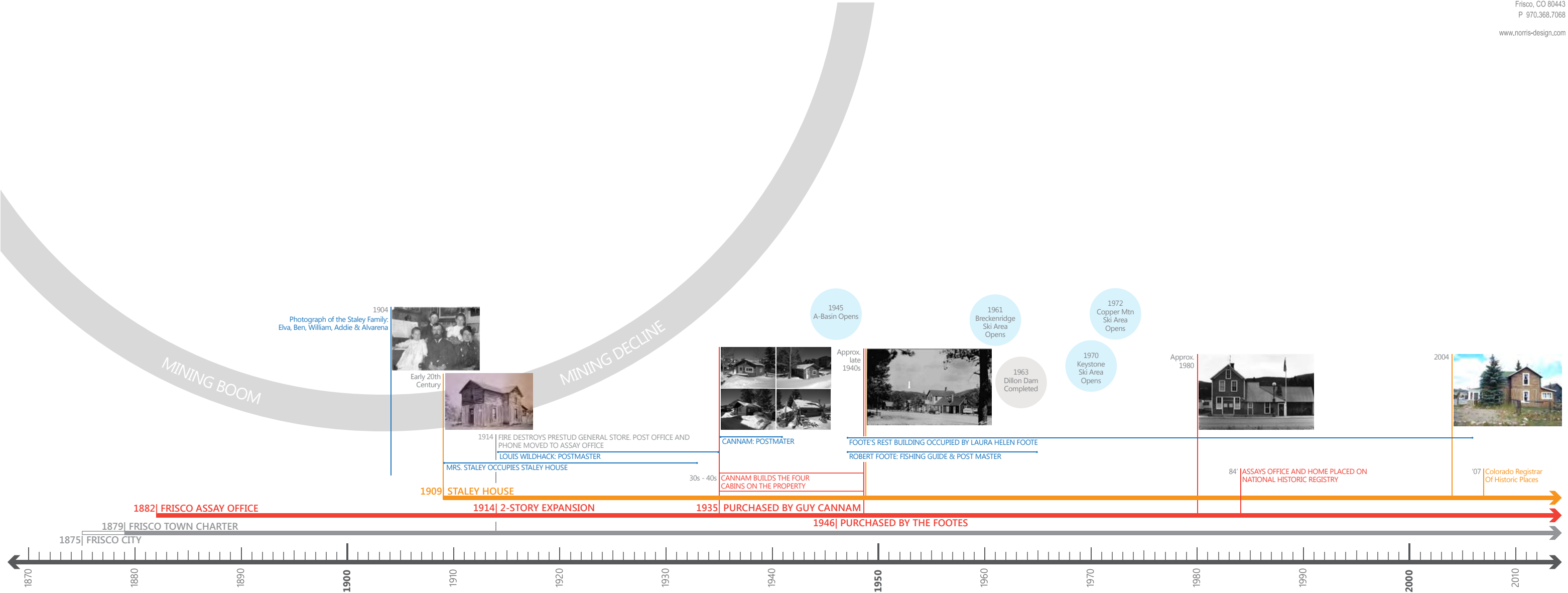


NOTE:
1. CONCEPTUAL PLAN FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO CHANGE. PLAN IS NOT INTENDED FOR CONSTRUCTION.
2. TO SCALE WHEN PRINTED AT 24"X36"



FOOTE’S REST AT BLOCK 11 | Foote’s Rest Block 11 History

EXHIBIT C1: SEPTEMBER 6, 2017
FRISCO, CO



FOOTE'S REST AT BLOCK 11 | Historic Buildings

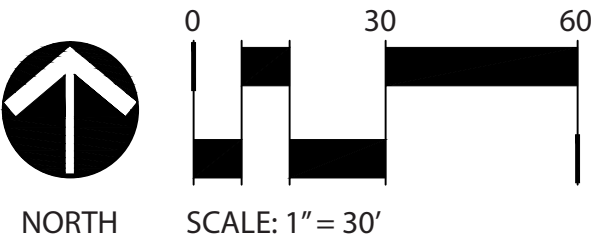
EXHIBIT C2: SEPTEMBER 6, 2017
FRISCO, CO

EXISTING CONDITION

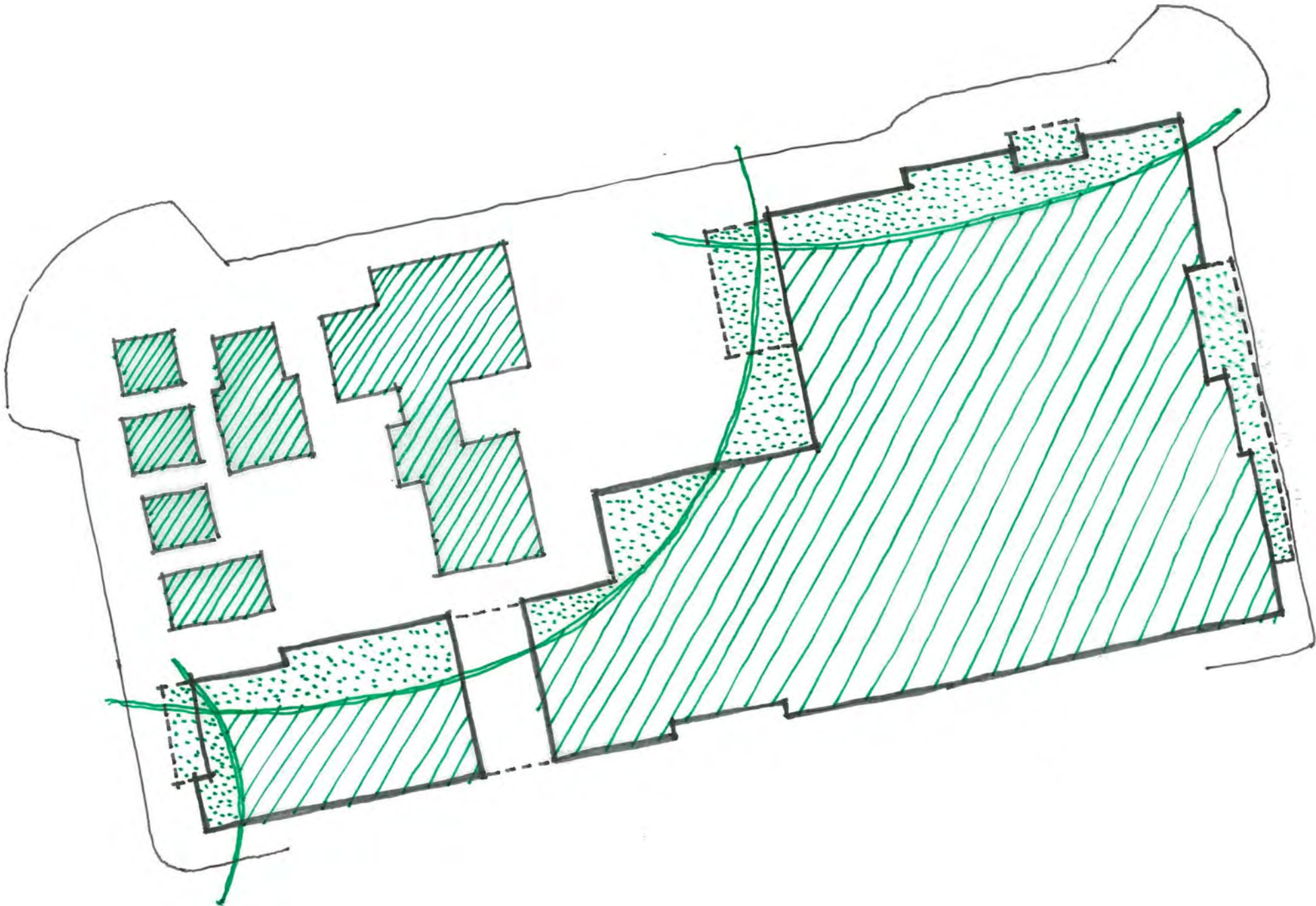


- Legend
- Historic Building
 - Staley House
 - Building

PROPOSED CONDITION



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rowland+broughton
architecture / urban design / interior design

aspen 234 e hopkins ave, aspen co 81611 + t 970 544 9006
denver 1830 blake st, ste 200, denver co 80202 + t 303 308 1373
visit www.rowlandbroughton.com

MEMORANDUM

Project: **Foote's Rest Block 11**

Subject: **Exhibit E - Floor Areas**

Date: 06 September 2017

Floor Areas:

Basement Level 034,361 sf gross

- 12,000 sf net leasable Bowling Alley, Lounge, mtg room, restrooms, prep kitchen
- 3,363 sf BOH area (offices, utility, exit corridor)
- 339 sf BOH/Engineering-workshop
- 350 sf service/elevators
- 885 sf public corridor
- 485 storage
- 13,330 garage/ramp area
- 1,565 sf Mech/elec/utility
- 175 SF stair each (3)

Main Level 1

22,010 sf gross

- 1,285 sf Lobby/Reception
- 1,380 lounge
- 2,030 sf Restaurant/bar
- 1,483 sf kitchen
- 375 sf restrooms
- 335 sf Admin
- 350 sf service/elevators
- 2,103 sf Conference Room
- 1,034 sf Pre-function
- 385 sf Boardroom
- 548 sf Public Entry Restrooms
- 3,455 BOH/corridors
- 2,026 sf garage auto ramp
- 605 sf service/trash @ alley
- 198 sf Fire Command
- 1,860 sf Commercial #1
- 470 sf Commercial #2
- 187 sf shared/restrooms
- 175 SF stair each (3)
- Outdoor areas:
 - 3,894 sf courtyard
 - 1,073 sf exterior dining area
 - 820 sf covered tandem parking
 - 215 sf patio commercial #1
 - 440 sf utility/covered exterior @ alley

Level 2

22,053 sf gross

880 spa/fitness

350 sf service/elevator

144 BOH

400 sf each per EHU units (6)

175 SF stair each (3)

Guest room sizes vary

Suite room sizes vary

Balconies sf not included

Outdoor areas:

1,000 sf Elevated Plaza Deck

Level 3

21,957 sf gross

880 spa/fitness

350 sf service/elevator

144 BOH

175 SF stair each (3)

Guest room sizes vary

Suite room sizes vary

Balconies not included

Rooftop

1,830 sf gross

350 sf Service/elevator

123 sf Public/Lobby

732 BOH prep/storage

354 SF Restrooms

175 SF stair each x (3)

low storage rooms not included

Planters sf not included

Sloped and flat Roof areas sf not included

Outdoor areas:

9,900 sf Roof top deck/open area

280 sf Bar area

700 sf Pool

96 sf Spa each X (2)

Historic Buildings: (approx. need actual dimensions)

Staley – 770 sf +/-

Cabin 1 – 244 sf +/-

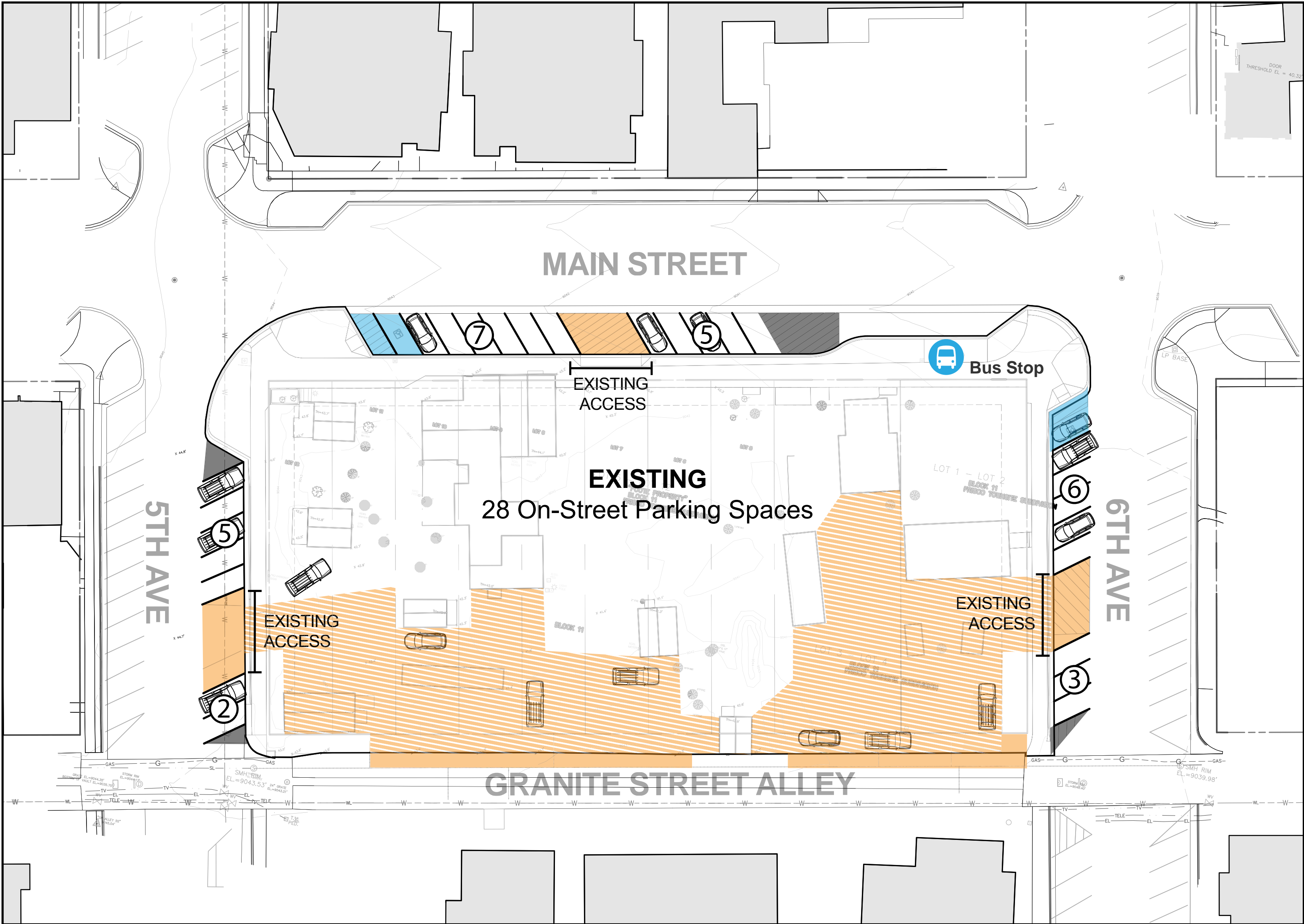
Cabin 2 – 268 sf +/-

Cabin 3 - 290 sf +/-

Blacksmith Barn – 427 sf +/-

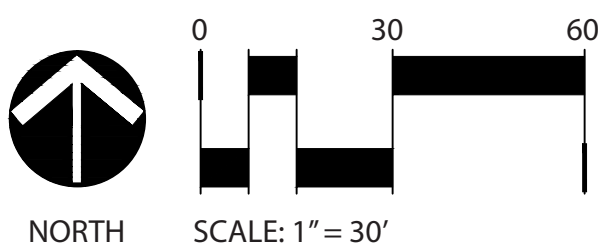
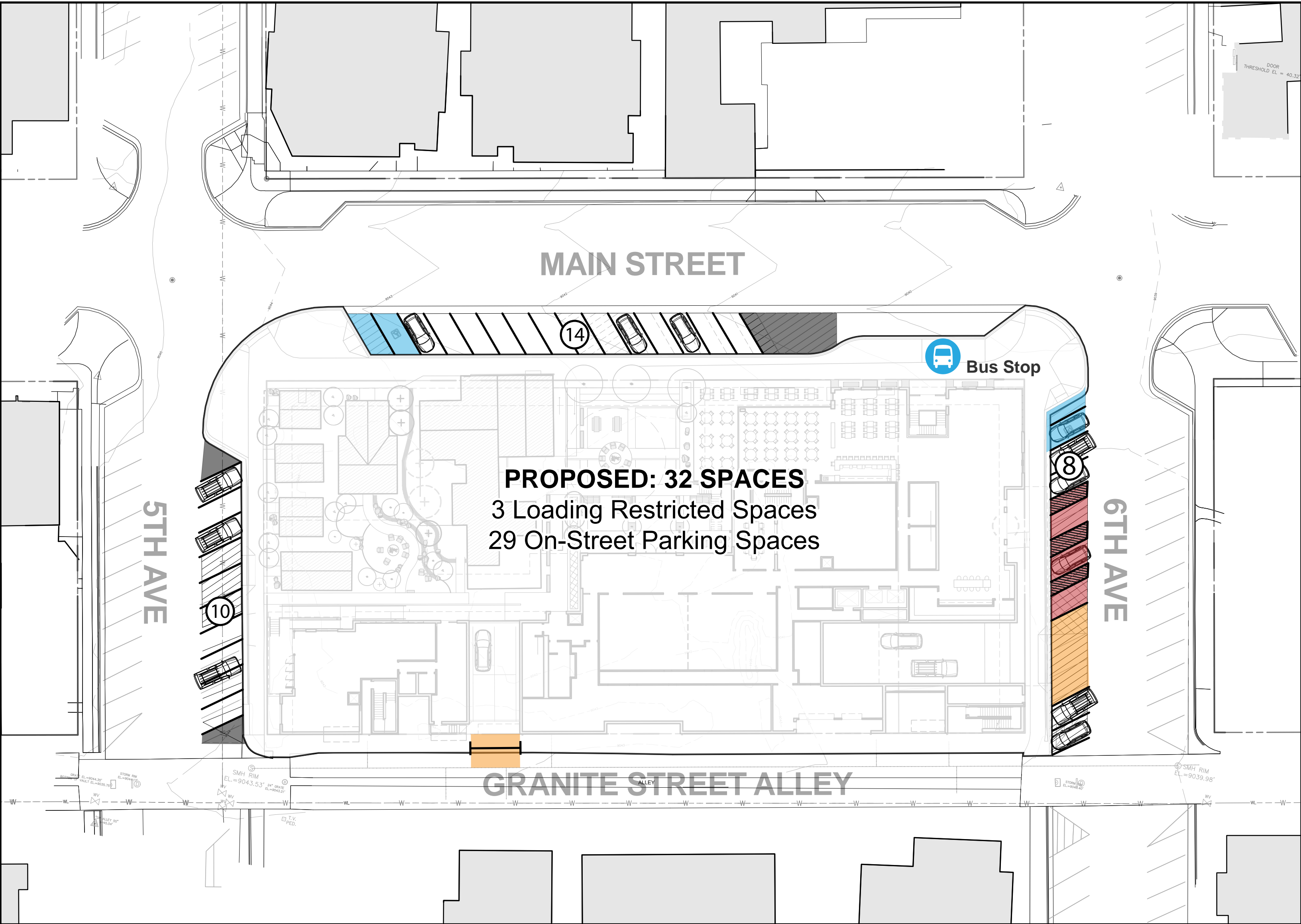
Foote's Rest w/ garage – 2,872 sf +/- (+ upper level sf not counted)

EXHIBIT F: EXISTING CONDITION



- Legend
- Site Access through R.O.W.
 - On Site Parking
 - Underground Garage
 - Loading Restricted Spaces
 - ADA Parking
 - 10 Number of Spaces

EXHIBIT G: PROPOSED CONDITION

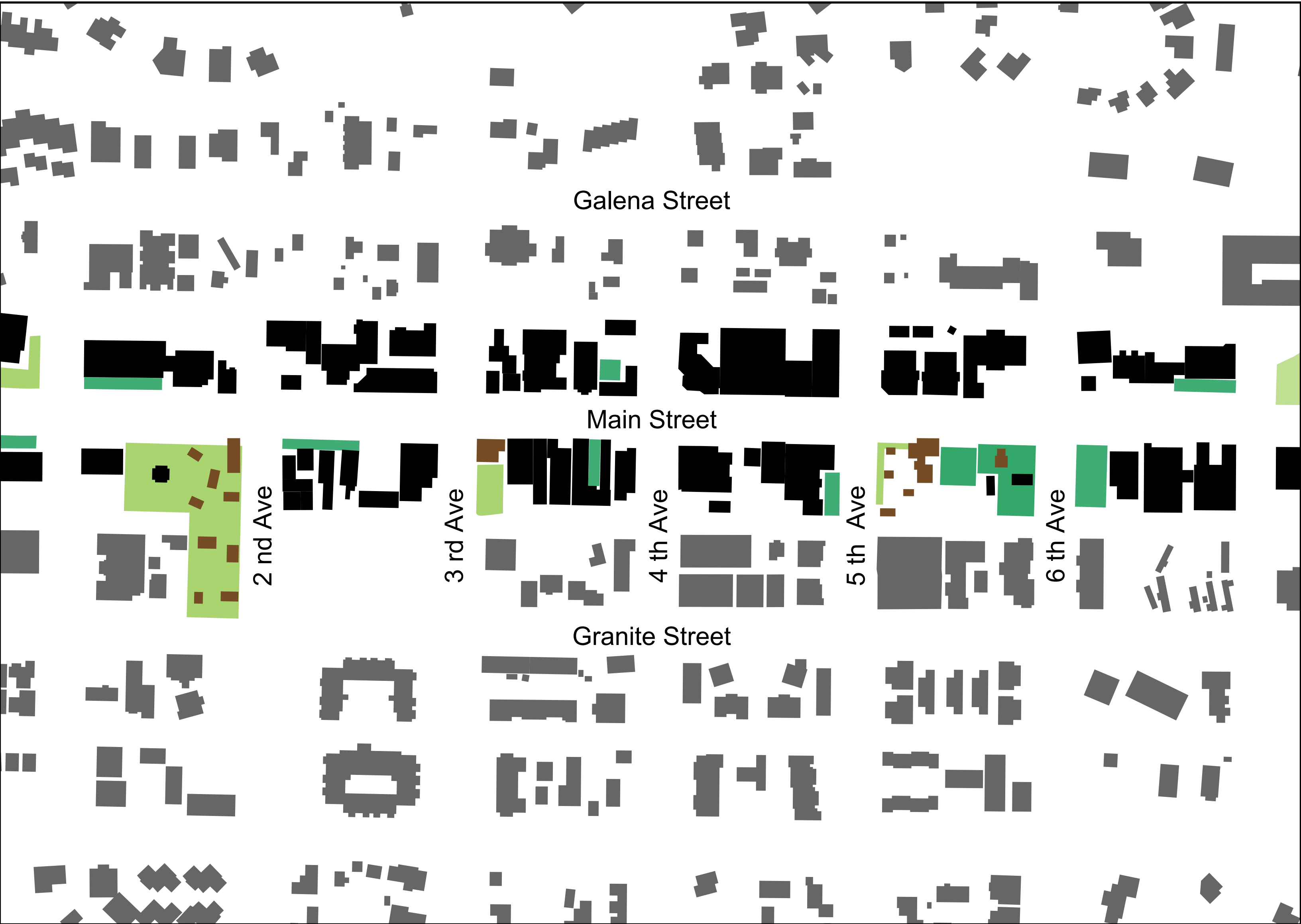


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FOOTE’S REST AT BLOCK 11 | Development and Open Space

EXHIBIT H AND I: SEPTEMBER 6, 2017
FRISCO, CO

EXHIBIT H: EXISTING CONDITION



Legend

- Public
- Commercial Oriented
- Historic Buildings
- Buildings On Main Street

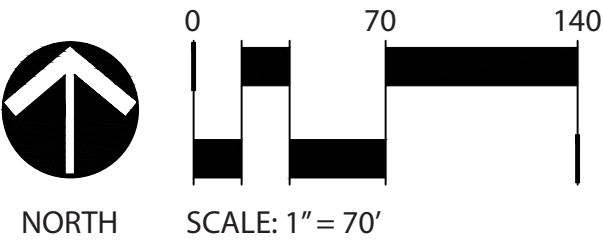
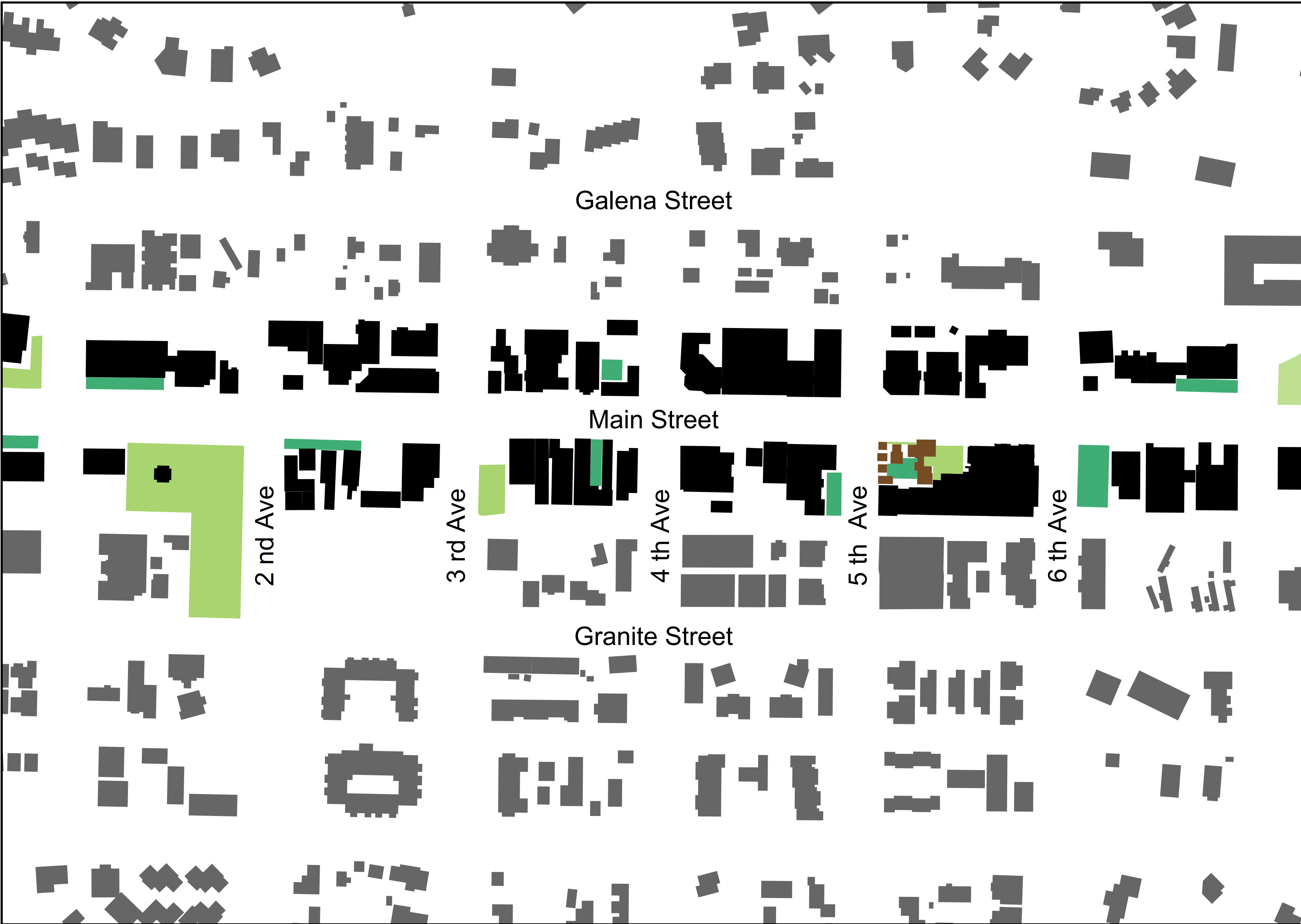
Open Space

- Public open space is most prevalent around town hall and the historic park with limited public open space to the east end of Main Street.

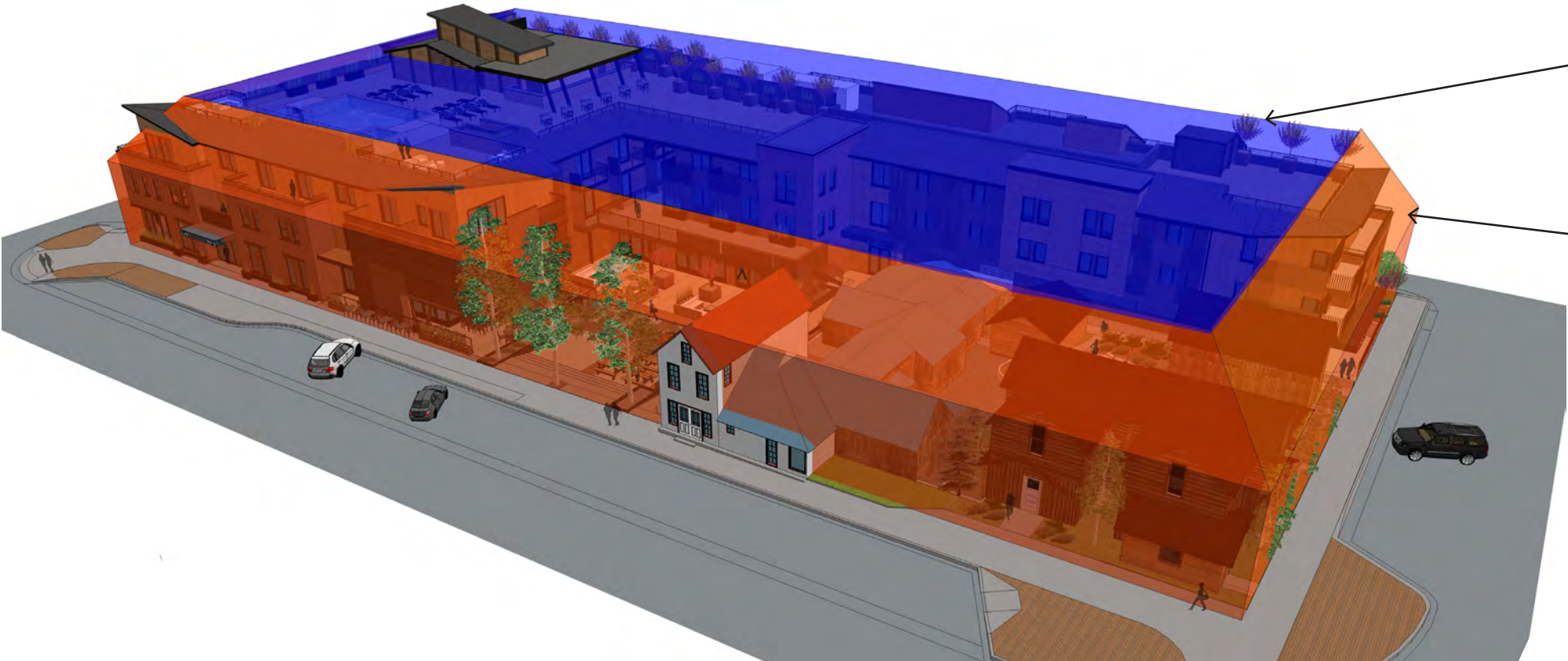
Benefits

- Proposed plaza will be publicly accessible.
- The legacy of Foote’s Rest gathering space and fire ring will continue to be a community gathering space.

EXHIBIT I: PROPOSED CONDITION



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2. TO SCALE WHEN PRINTED AT 24"X36"



Blue indicates 40' height limit above natural / existing grade, typ.

Orange indicates 24'/40' bulk plane, typ.

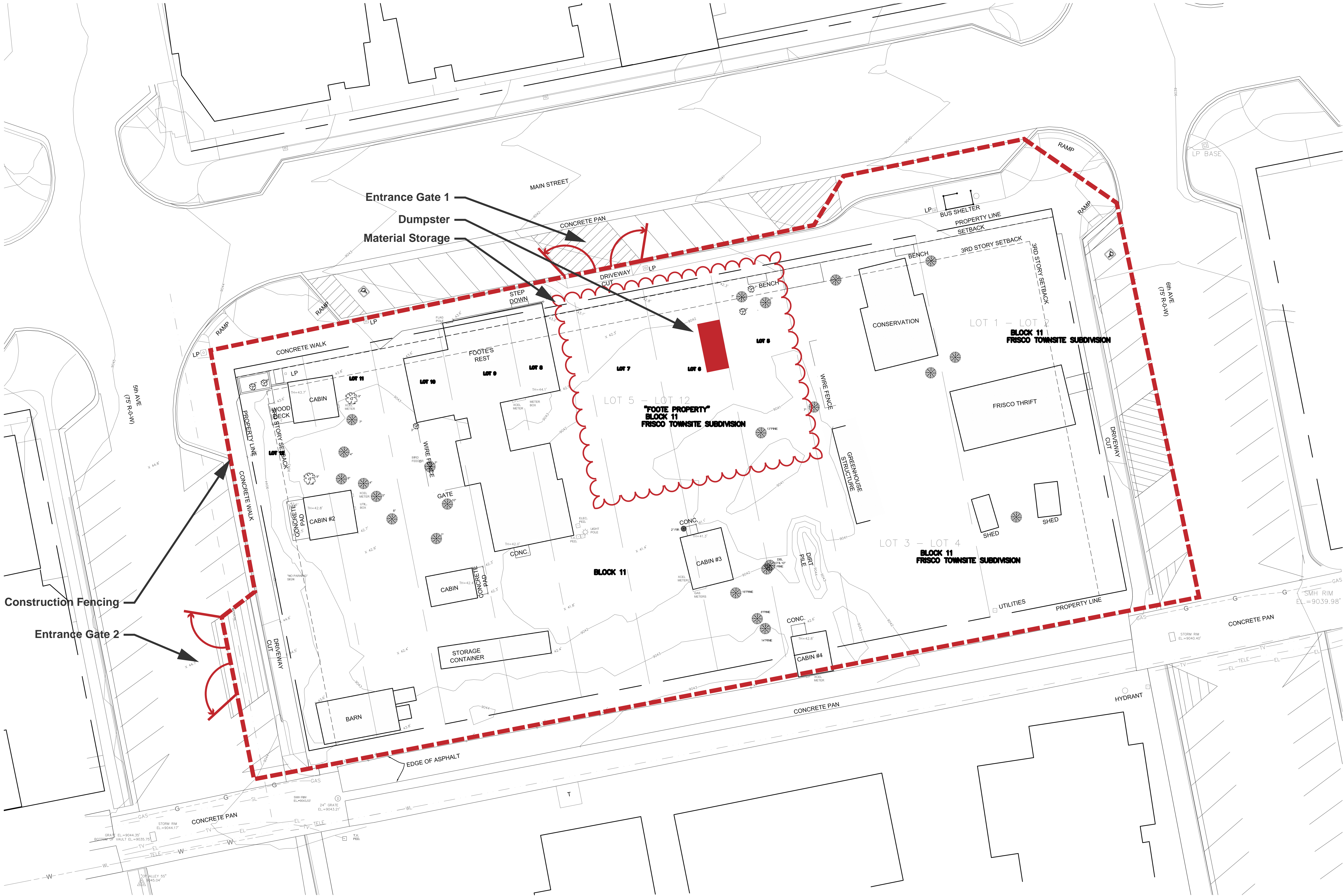
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FOOTE'S REST AT BLOCK 11 | Construction Management Diagram

EXHIBIT K: SEPTEMBER 6, 2017
FRISCO, CO

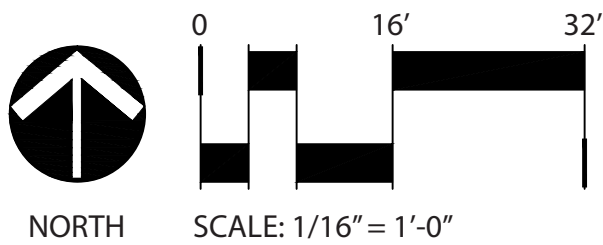


Legend

Construction Fence

Notes

1. Work with Town Staff and Summit Stage to relocate 6th and Main St bus stop temporarily during construction.



- NOTE:
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 2. TO SCALE WHEN PRINTED AT 24"x36"
 3. BASE PROVIDED BY ROWLAND+BROUGHTON
 4. CONSTRUCTION MANAGEMENT PLAN BY PINNACLE MOUNTAIN HOMES.
 5. SURVEY BY SCHMIDT LAND SURVEYING, INC.
 6. FINAL CONSTRUCTION PLAN TO BE COMPLETED FOR BUILDING PERMIT SUBMITTAL. FINAL PLAN BY OTHERS.



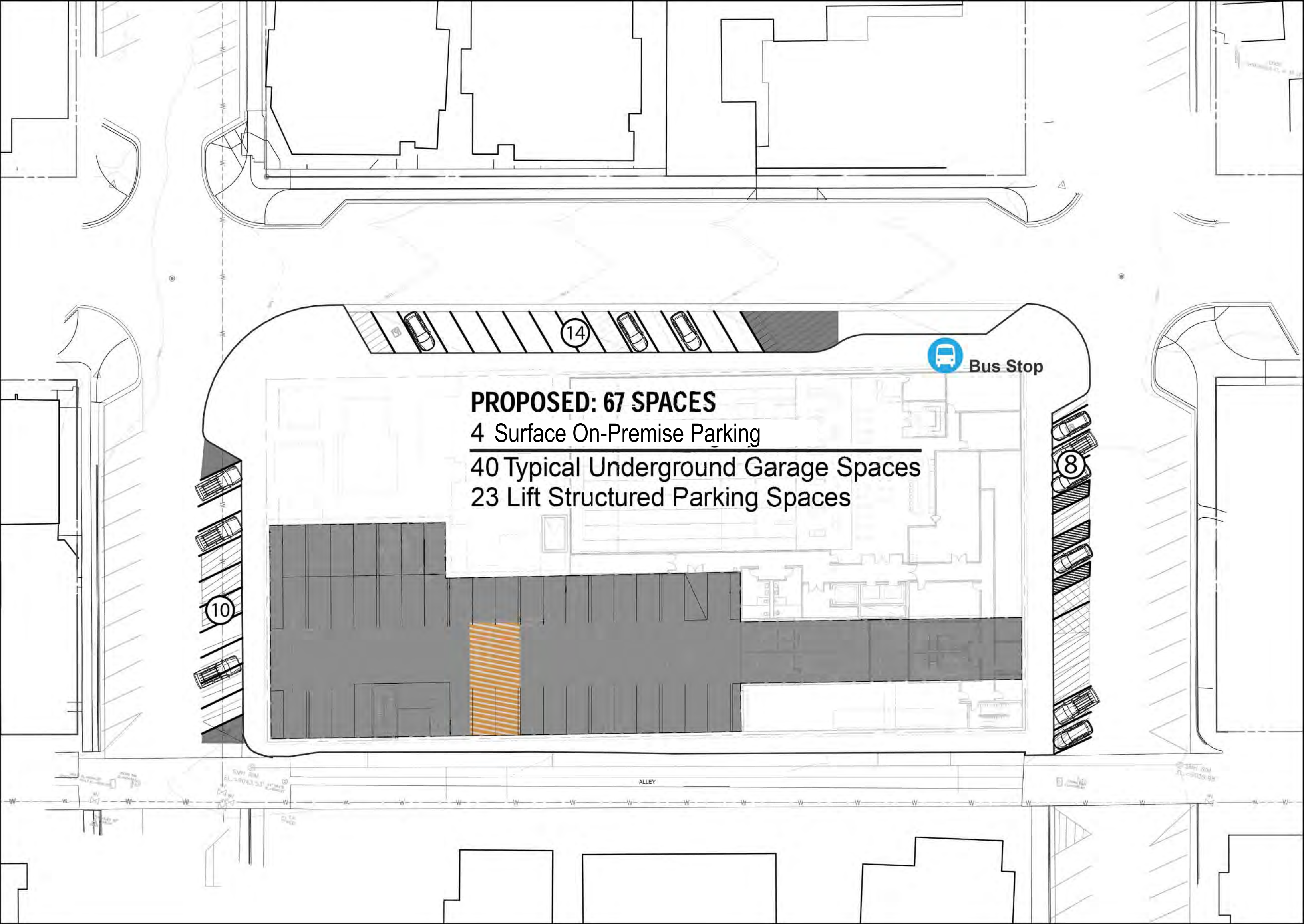
SITE PLAN | ALTERNATE STALEY LOCATION



FOOTE'S REST AT BLOCK 11 | On-Site Parking Diagram

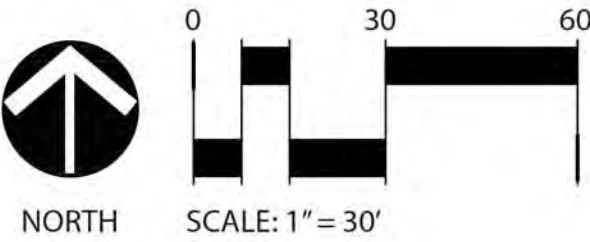
EXHIBIT M: NOVEMBER 29, 2017
FRISCO, CO

EXHIBIT M: PROPOSED ON-SITE PARKING



Legend

- On Site Parking
- Underground Garage
- 10 Number of Spaces



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**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 18-02**

AN ORDINANCE REZONING TO THE HISTORIC OVERLAY (HO) DISTRICT, WHILE MAINTAINING THE UNDERLYING CENTRAL CORE (CC) DISTRICT ZONING, CERTAIN REAL PROPERTY LOCATED AT 502, 510, 512, AND 518 EAST MAIN STREET AND 107 SOUTH 6TH AVENUE AND LEGALLY DESCRIBED AS LOTS 1-12, BLOCK 11, FRISCO TOWNSITE

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, Section 1-4 of the Charter for the Town of Frisco, the Town's authority under Colorado Revised Statutes Section 31-23-301, and the authority of the Town Council under Section 18-18.2 of the Code of Ordinances of the Town ("Code"); and

WHEREAS, the owner of certain real property located at 502, 510, 512, and 518 East Main Street and 107 South 6th Avenue and legally described as Lots 1-12, Block 11, Frisco Townsite (hereinafter the "Property") has made application to the Town for the designation of the Property as being within the Historic Overlay (HO) District; and

WHEREAS, pursuant to the provisions of Section 180-18.2 of the Code, on July 13, 2017, November 2, 2017, and December 7, 2017, the Town Planning Commission conducted public hearings concerning the owner's application for the HO District designation; and

WHEREAS, also on November 2, 2017 and December 7, 2017, the Town Planning Commission conducted public hearings concerning the owner's development application for the Property; and

WHEREAS, after the public hearing, the Planning Commission recommended that the Town Council approve the designation of the Property as being within the HO District; and

WHEREAS, conditioned upon the Council's approval of the HO District designation for the Property, the Planning Commission also approved the development application for the Property; and

WHEREAS, the conditionally-approved development application contains certain modifications and waivers of underlying zoning standards as an incentive for the preservation of the historic "Staley House"; "Foote's Rest private residence and Sweet Shop"; "Cabin 1", "Cabin 2", "Cabin 3"; and "Blacksmith Shop" on the Property; and

WHEREAS, on January 9, 2018, the Town Council conducted a public hearing and received evidence on the question of whether the Property should be designated as being within the HO District.

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

Section 1. Findings. Based on the testimony and documents received and considered at the public hearing on this matter, the Town Council FINDS THAT:

- A. The application for designation of the Property as within the HO District is in general conformance with the Town of Frisco Zoning Regulations, specifically Section 180-18.2, Historic Overlay District, because the Property, including the existing historic "Staley House"; "Foote's Rest private residence and Sweet Shop"; "Cabin 1", "Cabin 2", "Cabin 3"; and "Blacksmith Shop" have special historical value. The collection of historic structures serves as a reflection of various time periods in Frisco's history including the early mining and settlement era. These structures also represent the story of the Staley, Rouse, and Foote families and their legacies in the community; and

- B. As indicated by records in the Frisco Historic Museum, the “Staley House”; “Foote’s Rest private residence and Sweet Shop”; “Cabin 1”, “Cabin 2”, “Cabin 3”; and “Blacksmith Shop” located on the Property are more than fifty (50) years old; and
- C. The Property and the “Staley House”; “Foote’s Rest private residence and Sweet Shop”; “Cabin 1”, “Cabin 2”, “Cabin 3”; and “Blacksmith Shop” have unique historical significance, because the Property and structures are listed on the town’s Historic Inventory and are of unique and representative architecture of the early days of Frisco. The Foote’s Rest building is listed on both the Colorado State Register of Historic Properties and the National Register of Historic Places. The Staley House is currently listed on the Colorado State Register of Historic Properties. Additionally, the Foote, Staley, and Rouse families are all notable in terms of their historic involvement in the community. The Staley House is significant in terms of the unique architecture it possesses. Notably, the logs of the lower story are oriented in a vertical position with unusual joinery at the corners; and
- D. Remodeling has not covered the original features of the “Staley House”; “Foote’s Rest private residence and Sweet Shop”; “Cabin 1”, “Cabin 2”, “Cabin 3”; and “Blacksmith Shop”, and the structures are in the process of being rehabilitated to their original configuration or design; and
- E. The modifications and waivers of underlying zoning standards evidenced by the conditionally-approved development application for the Property are appropriate incentives for the preservation of the historic “Staley House”; “Foote’s Rest private residence and Sweet Shop”; “Cabin 1”, “Cabin 2”, “Cabin 3”; and “Blacksmith Shop” on the Property.

Section 2. Designation. The real property located at 502, 510, 512, and 518 East Main Street and 107 South 6th Avenue and legally described as Lots 1-12, Block 11, Frisco Townsite, is hereby designated as being within the Historic Overlay (HO) District, with the underlying Central Core (CC) District zoning to remain in place.

Section 3. Zoning Map. The Director of the Community Development Department shall cause the Frisco Zoning Map to be amended to reflect the HO District designation approved by this Ordinance:

Section 4. 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 9th DAY OF JANUARY, 2018.

TOWN OF FRISCO, COLORADO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: TOM HOGEMAN, MARINA GENERAL MANAGER
RE: MARINA WETLANDS MITIGATION
DATE: MAY 14, 2019

Introduction: The purpose of the Wetlands Mitigation presentation on May 14, 2019, is to provide Council with an update of the offsite wetlands project associated with the “Big Dig” project at the Frisco Bay Marina. A final decision from Council regarding the restoration of wetlands is not expected at the work session.

Summary: The Frisco Bay Marina Master Plan, including the “Big Dig” project, is designed to improve functionality, boater safety and public access. As a result of these proposed changes, 1.03 acres of wetlands along the edge of the Dillon Reservoir will be permanently lost. The US Army Corps of Engineers (Corps) required a compensatory wetland mitigation plan as part of the 404 Corps permit for the “Big Dig”. The plan involves compensating for these lost wetlands with 2.1 acres of restored wetlands. This compensatory wetland mitigation plan was submitted to the Corps on February 5, 2019, with the restored wetlands sites identified on two Town-owned properties in the Meadow Creek watershed. The plan calls for approximately 0.41 acre to be restored just north of Hawn Drive and 1.7 acres to be restored at Willow Preserve Open Space, and is listed below as Option A. Additional options have been identified and will be reviewed with the Council.

Andy Herb with Alpine-Eco Consulting and Maya MacHamer with Four Mile Watershed will present the overall mitigation plan to Council on May 14, 2019. Mr. Herb and Ms. MacHamer have been working with the Town to address the wetlands. The anticipated schedule for the wetlands work is August/September 2019.

Background: The Frisco Town Council adopted the Marina Master Plan by Resolution 18-11 on June 26, 2018. The Marina Master Plan includes the “Big Dig” project, which is the excavation of approximately 85,000 cubic yards of material from the bottom of Lake Dillon near the Frisco Bay Marina and the replacement of that material in other nearby locations. This project was approved by Resolution 19-08 on February 12, 2019.

Town of Frisco obtained a US Army Corps of Engineers permit authorizing the excavation of the lakebed to allow for improved navigation at the marina and to expand the recreational facilities at the marina in September 2013. An amendment/extension of the permit was approved March 1, 2019, and included increasing the total excavation up to 85,000 cubic yards and allowing some of the material to be placed above the normal high-water level. A compensatory wetland mitigation plan was required in accordance with this permit amendment.

Staff Analysis: The Army Corp of Engineers requires the Town to replace the approximately 1.03 acres of wetlands disturbed by the Big Dig project through restoration or creation of 2.1 acres of wetland in the Town. It is not possible to mitigate the wetland impacts at the Marina site so other Town owned sites were identified. Two locations have been identified as best suitable for wetlands restoration. These locations include Willow Preserve (just east of SH 9) and along Hawn Drive. Willow Preserve and Hawn Drive are primarily on Town property and include environmental conditions that can accommodate wetlands. These two sites are the preferred locations per the plan with the Corps and are listed as Option A:

Option A: Willow Preserve and Hawn Drive. Approximately 0.41 acre will be restored just north of Hawn Drive and 1.7 acres will be created at Willow Preserve Open Space.

Willow Preserve: The Management Plan for Willow Preserve has a vision to, “....enhance native flora and fauna established on site, to allow access to a natural area for passive human uses....and to educate the community on the importance of natural ecosystems.” The current trail at Willow Preserve will be re-aligned. The new trail and wetland area will offer increased community exposure to wetlands and wildlife.

Hawn Drive: The Hawn Drive site involves restoring wetlands that were historically lost along Meadow Creek because of the excavation of an artificial channel that created unnatural uplands on the floodplain by redirecting natural flows into a deep channel. The work needed to restore this area involves filling the artificial channel with the originally removed material which is still on-site and revegetating it with native wetland and riparian plants. Wetlands and riparian areas can better absorb higher run-off and flood flows. Enhancing wetlands in the area may minimize potential flood issues. Wetland enhancement will also increase plant and animal species diversity.

The proposed work on Hawn Drive is primarily on Town property, but a portion of the artificial channel to be filled runs through eight private properties. The artificial channel is man-made. The Town of Frisco is amenable to providing improvements on private property in order to holistically enhance the ecological function of the Meadow Creek wetland. No improvements will be made on private property without discussion and the consent of private property owners. These discussions took place with the private homeowners starting the week of April 30th. Results of these discussions will be presented as part of the presentation on May 14th.

The artificial channel runs through eight private properties on Hawn Drive. Upland areas with less biodiversity and ecological function were created by redirecting and channelizing the natural flows in Meadow Creek. Beavers have been problematic in the area. Some issues may be assuaged by re-creating the wetland that previously existed.

The benefits of the plan on both the Willow Preserve site and the Hawn Drive site include improved wildlife habitat, improved flood attenuation, improved water quality, and improved aesthetics. Total cost for the mitigation work for Option A is ~\$360,500.

Option B: Option B would expand only Willow Preserve and would not include Hawn Drive. All 2.1 acres of restoration or creation of wetlands would be on the Willow Preserve site. The Willow Preserve site involves creating wetlands from scratch, which is not as functional nor as reliable as restoring wetlands. There are potentially higher risks associated with relying solely

on the Willow Preserve site for the project. While the goal of Option B would be to have all 2.1 acres of mitigation at Willow Preserve, additional testing and planning would have to be performed. If the site can be expanded to 2.1 acres, there would be additional excavation and hauling costs, as well as additional testing costs. The extra costs are in addition to the \$360,500 presented as Option A and are estimated to be an approximate additional cost of \$75,000, with the potential for additional unknowns pending further testing. If expanding the Willow Preserve site proves to be limited or too high a risk for failure, a second site may still be needed in lieu of Hawn.

Option C: Option C is a combination of multiple public and private sites. These sites have not yet been identified. Staff would anticipate a schedule delay and additional, unknown, costs for planning and design.

Option D: Option D is a potential partnership opportunity that has not yet been identified. An extensive schedule delay is anticipated with this plan as well as additional, unknown, costs for planning and design, potential land acquisition costs.

Recommendation: Staff recommends the Town Council use this work session as an opportunity to learn about the wetlands projects. Option A is the plan that was submitted to and approved by the Corps and includes a restoration project on the Hawn Drive site and the creation of wetlands on the Willow Preserve site. From a budget, timing and project scope perspective, the preferred plan is to work collaboratively with the home owners on Hawn Drive and move forward with Option A.

Financial Impact: The Council adopted Ordinance 19-01 on second reading on January 22, 2019, authorizing the issuance by the Town, acting by and through its marina enterprise revenue bonds, series 2019, in an aggregate principal amount not to exceed \$6,000,000 for the purpose of financing the construction of certain capital improvements to the marina facilities operated by the Town. The proposed costs associated with the wetlands mitigation Option A are \$360,500:

- ☐ \$40,000 Wetlands Consultant
- ☐ \$44,000 Plantings
- ☐ \$35,000 Plant Install
- ☐ \$75,000 Dirt Work at Both Sites
- ☐ \$110,000 Dirt Hauling and Dumping
- ☐ *No Hauling from Hawn, includes bringing topsoil from marina & hauling spoils from WP*
- ☐ \$7,500 Reinstall signs, benches, new map
- ☐ \$1,500 Replace crusher fines for path
- ☐ \$7,500 Allowance to repair asphalt
- ☐ \$10,000 Tracking pad, erosion control measures
- ☐ \$30,000 Flood Plain Analysis and Contingency.

Total Budget Option A - \$360,500. This amount has been accounted for and budgeted in the 2019 budget under line item 90-9000-4444. Option B would add an approximate \$75,000 to the project. Costs for Options C and D have not yet been identified at this time.

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

Diane McBride, Assistant Town Manager

Nancy Kerry, Town Manager. Staff is seeking Council direction to proceed with proposed mitigation or seek additional review and analysis. Town Attorney, Thad Renaud, will be present to answer legal questions regarding proposed mitigation and may need additional time for analysis.

Bonnie Moinet, Finance Director – Approved pending Council direction and further guidance.

Town of Frisco Work Session May 14, 2019



■ Wetlands Mitigation Project Planning and Update

■ AlpineEco Consulting

- Andy Herb
- Maya MacHamer (Four Mile Watershed)



Background

- Clean Water Act
- Avoid, Minimize, Mitigate
- Big Dig Impacts ➡ 1.03 acres
- Required Compensatory Mitigation ➡ 2.1 acres
- Mitigation Strategies
 - Fill removal to restore a wetland
 - Enlarge an existing wetland
 - Create a new wetland



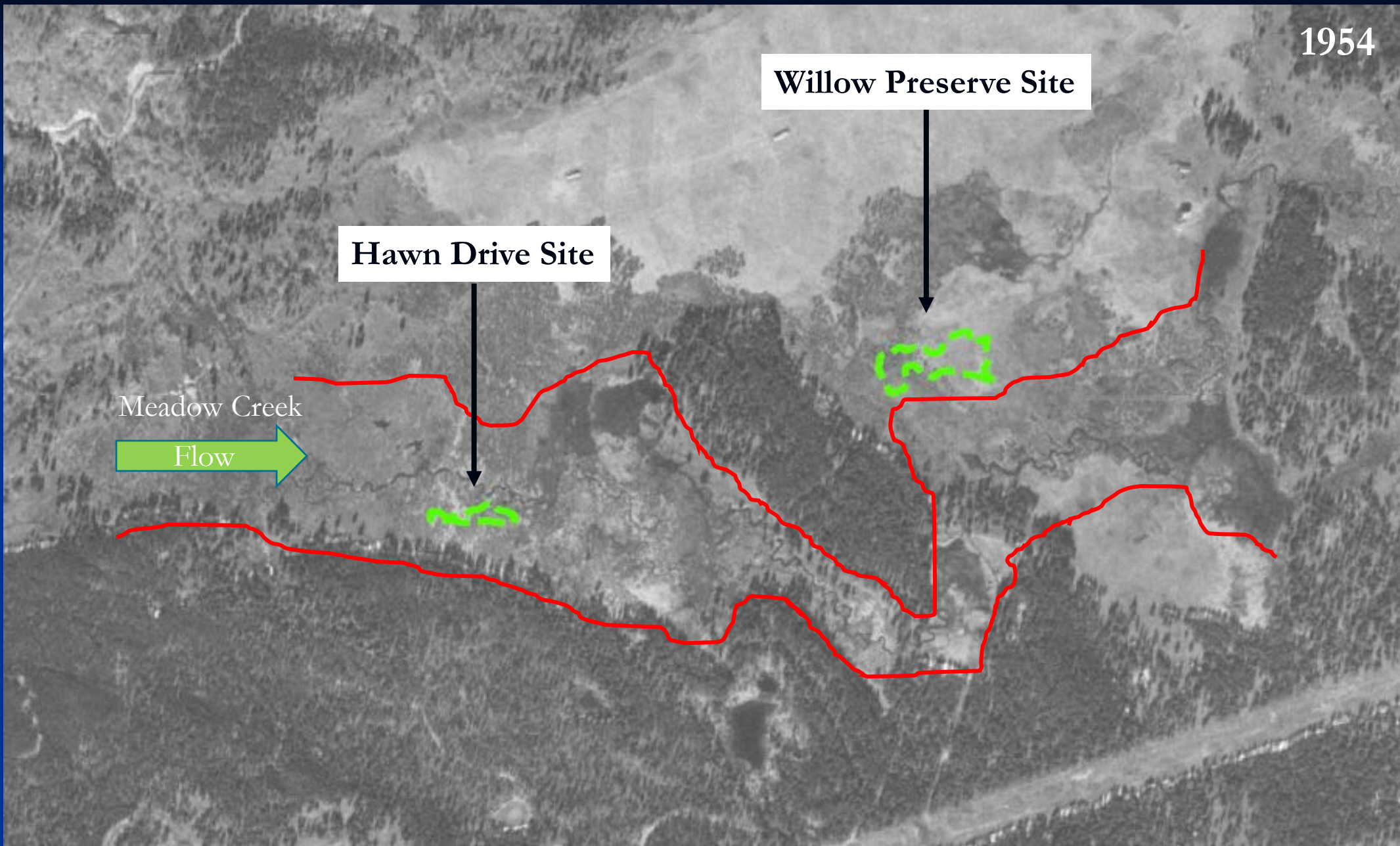
1954

Willow Preserve Site

Hawn Drive Site

Meadow Creek

Flow



2017

Willow Preserve Site

Hawn Drive Site

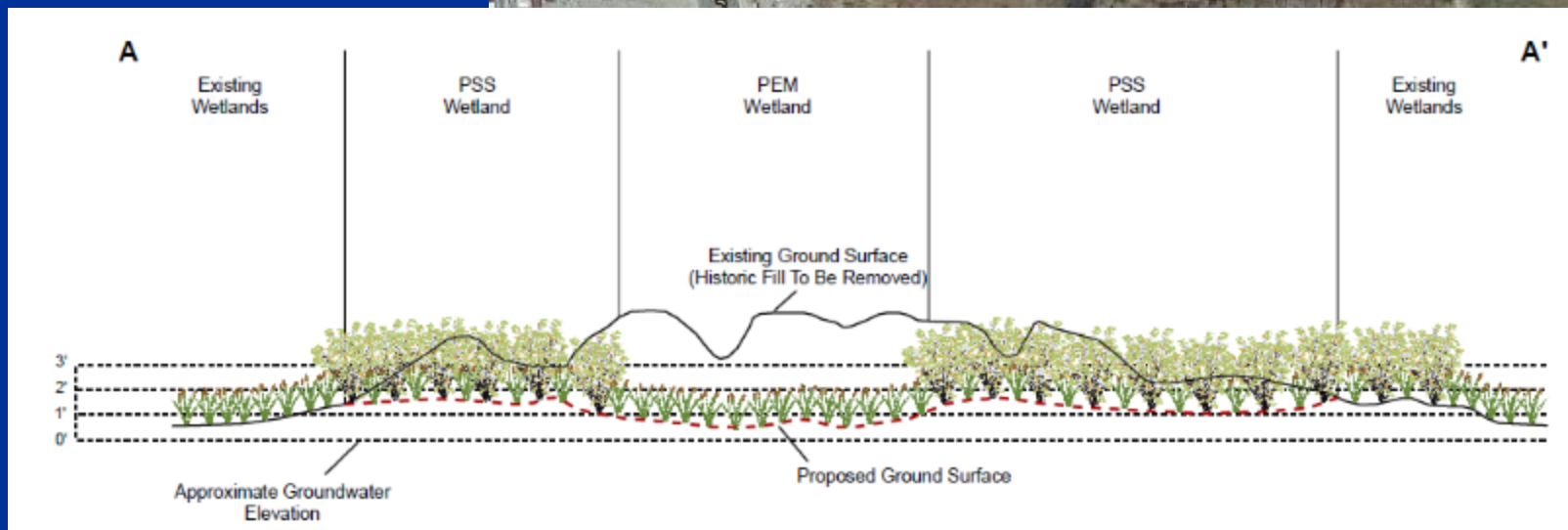
Meadow Creek
Flow



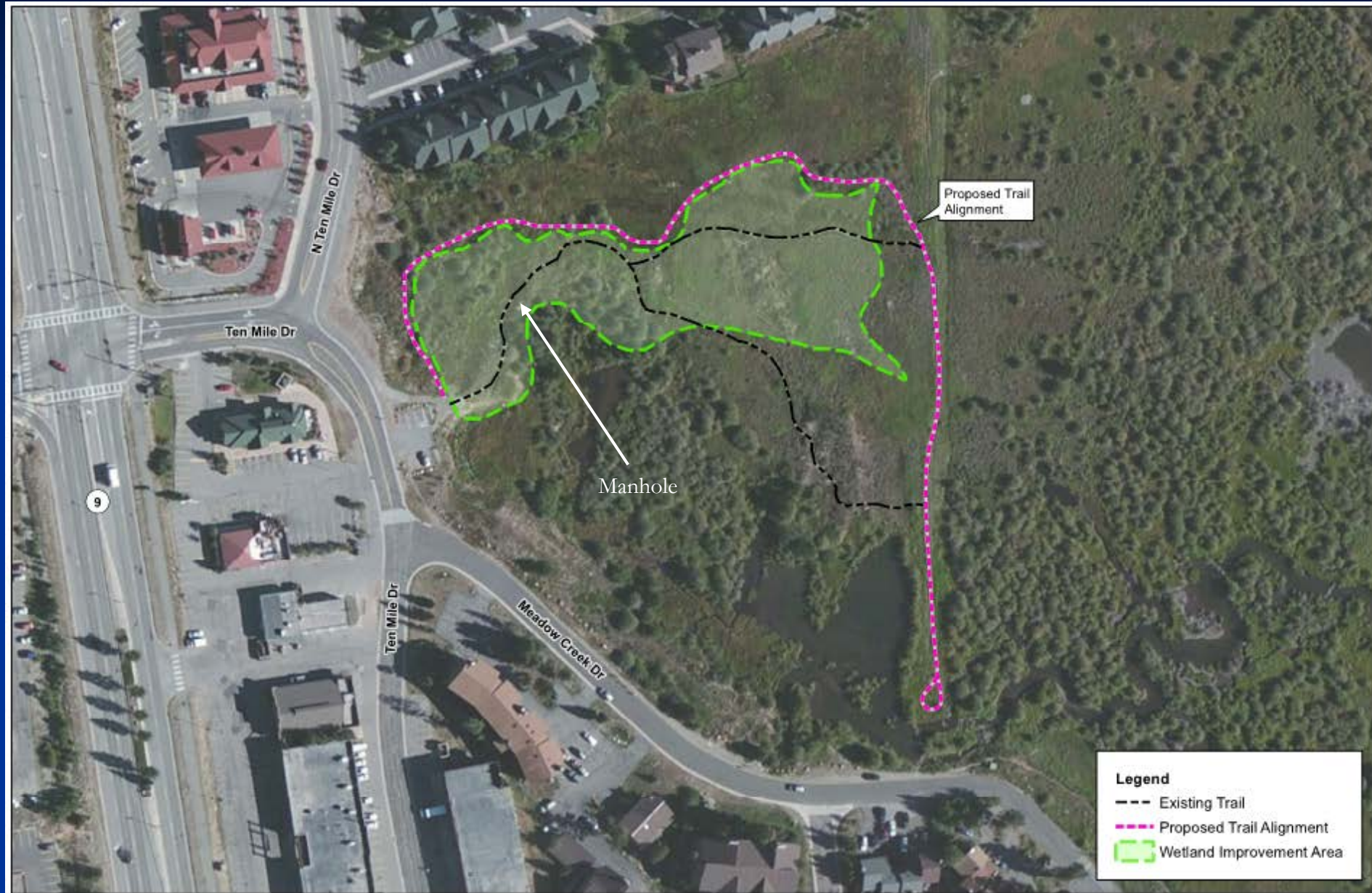
Willow Preserve Site



Willow Preserve Site



Willow Preserve Proposed Trail Realignment

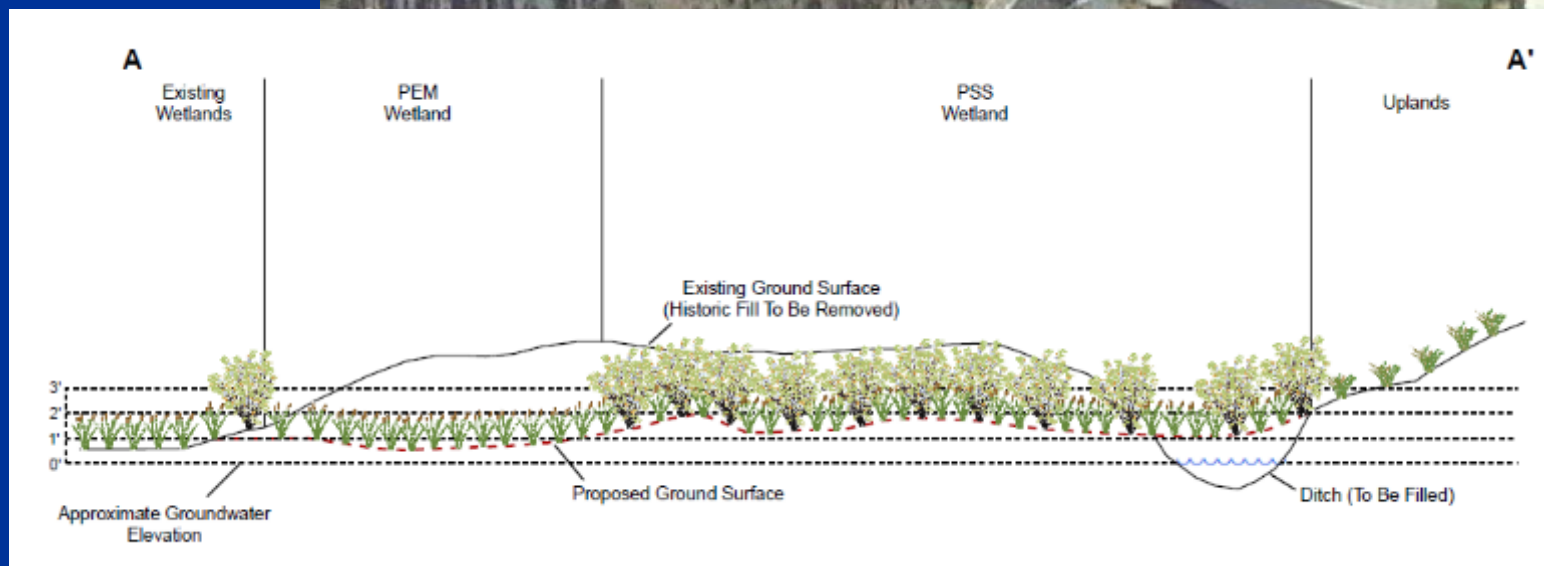


Existing Fill Area
(Upland)

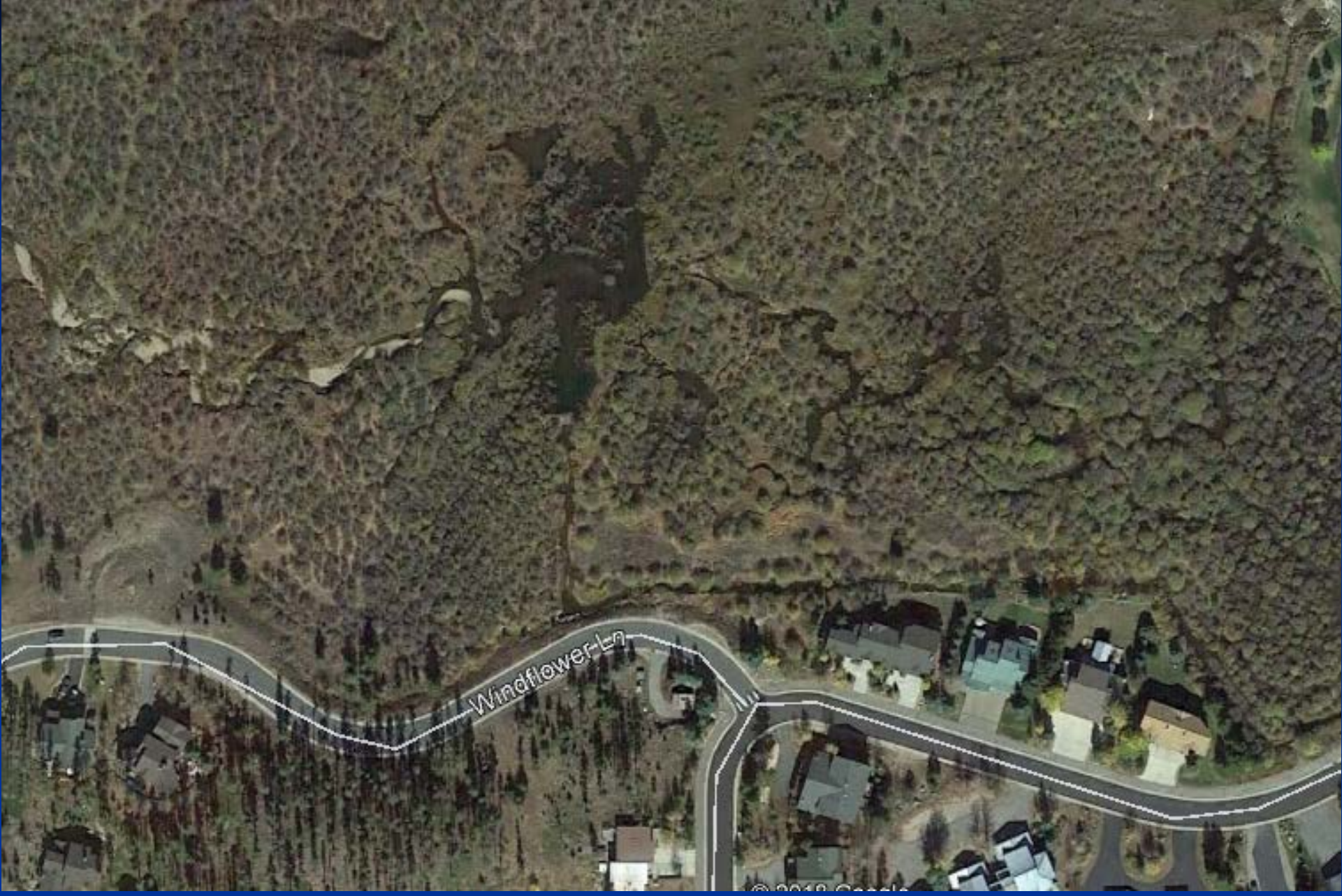
Existing Wetlands



Looking East



Hawn Drive Site





Looking North

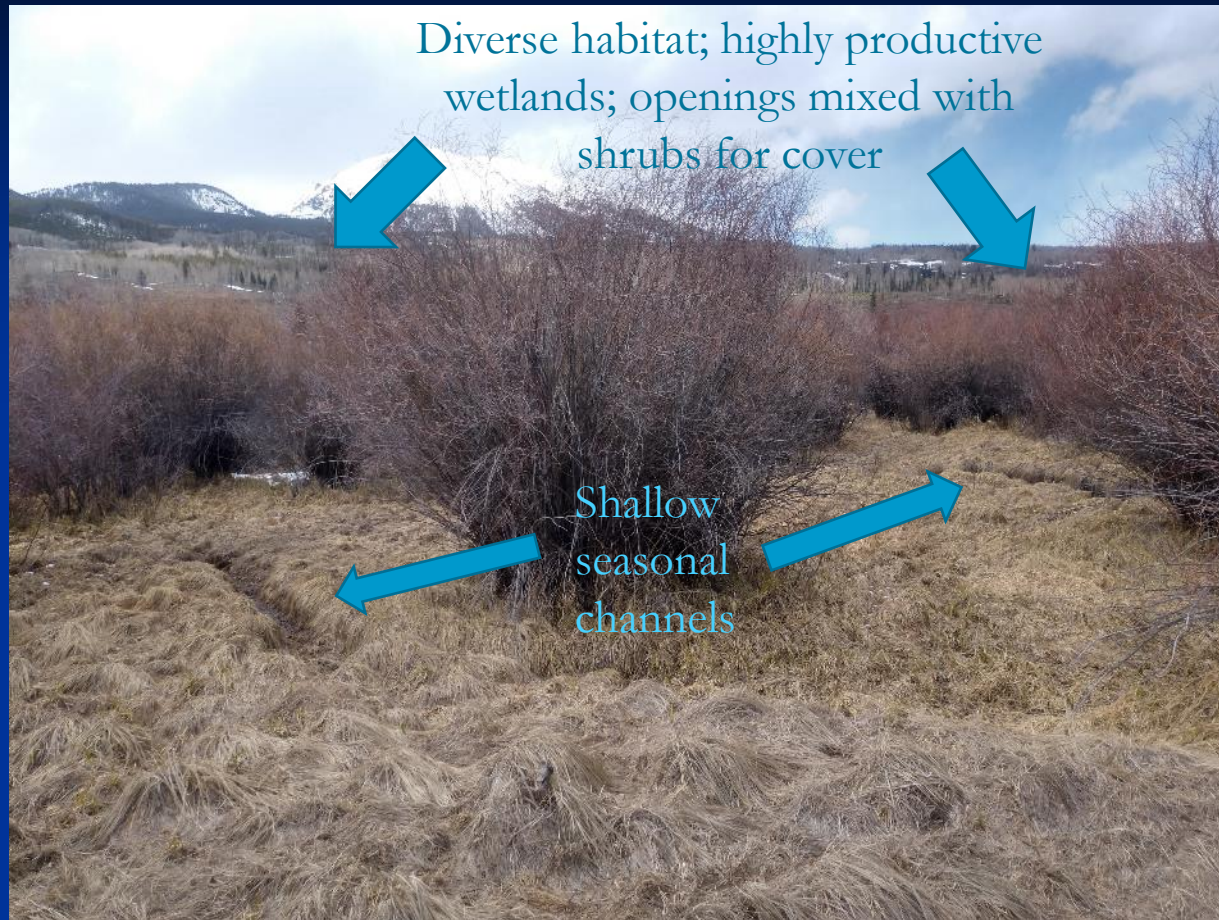
Ditch through floodplain (to be filled)



Looking East

Sidecast fill material (now uplands)

Reference (Target /Former Habitat Type)



Varying topography and low elevation relative to channel



- Flood storage
- Water quality improvement
- Habitat diversity; forage and cover for many species

Current/Artificial Habitat



Uniform topography and high elevation relative to channel



- ~~Flood storage~~
- ~~Water quality improvement~~
- ~~Habitat diversity; forage and cover for many species~~

Benefits to Adjacent Private Land



Budget & Schedule

- ❑ Anticipated Schedule is August/ September 2019
- ❑ Option A– Ideal locations on Town land that are within current budgets @ Willow Preserve and Hawn Drive Sites and will benefit adjacent private land.
 - ❑ \$40,000 Wetlands Consultant
 - ❑ \$44,000 Plantings
 - ❑ \$35,000 Plant Install
 - ❑ \$75,000 Dirt Work at Both Sites
 - ❑ \$110,000 Dirt Hauling and Dumping
 - ❑ No Hauling from Hawn, includes bringing topsoil from marina and hauling spoils from WP
 - ❑ \$7,500 Reinstall signs, benches, new map
 - ❑ \$1,500 Replace crusher fines for path
 - ❑ \$7,500 Allowance to repair asphalt
 - ❑ \$10,000 Tracking pad, erosion control measures
 - ❑ \$30,000 Flood Plain Analysis and Contingency.
 - \$360,500 Total Estimated Budget Option A

Budget & Schedule

- ❑ Option B – Expand Willow Preserve
 - ❑ Additional Budget & Schedule considerations:
 - ❑ Army Corps of Engineering coordination and approvals for WP expansion
 - ❑ \$20,000 Potential to expose and insulate sewer lines
 - ❑ TBD Fees for redesign, collecting additional groundwater data, additional soils testing
 - ❑ Higher risk site, less ideal (adjacent meadow)
 - ❑ Increased volume of spoils, trucking, traffic, costs
 - ❑ Decreased benefit for the overall wetlands and beaver activity at Hawn Dr.
 - ❑ Prioritizes more expensive higher risk site over ideal restoration balanced site
- ❑ Option C – Combination of multiple public and private sites
 - ❑ Schedule delay in violation of Army Corps permit (concurrent work required)
 - ❑ Additional costs for identifying non town owned sites, planning, redesign, etc
- ❑ Option D – Partnership i.e. Summit County or another Town
 - ❑ Substantial schedule delay in violation of Army Corps permit (concurrent work required)
 - ❑ Additional costs for identifying non town owned sites, planning, redesign, etc
 - ❑ Potential considerable land acquisition costs

Benefits

Both Sites:

- Improve wildlife habitat
- Improve flood attenuation
- Improve water quality
- Improve aesthetics
- Protect in perpetuity

Hawn Drive Only:

- Restore lost wetlands
- Decrease beaver conflict
- Decrease pedestrian use/illegal camping

Willow Preserve Only:

- Improved trail

Town of Frisco Wetland Mitigation FAQ:

- Improvements to the Town of Frisco's Marina will impact existing wetlands in the area. The US Army Corps of Engineers permit requires mitigating those impacts by creating or improving wetlands at another location.
- It is not possible to mitigate the wetland impacts at the Marina site so other Town owned sites were identified.
- Wetlands consultants identified two ideal sites, Willow Preserve and Hawn Drive. Both are primarily on Town property and include environmental conditions that can accommodate wetlands.
- *Willow Preserve:*
 - The Management Plan for Willow Preserve has a vision to, "...enhance native flora and fauna established on site, to allow access to a natural area for passive human uses....and to educate the community on the importance of natural ecosystems."
 - The current trail at Willow Preserve will be re-aligned. The new trail and wetland area will offer increased community exposure to wetlands and wildlife.

Town of Frisco Wetland Mitigation FAQ:

■ *Hawn Drive:*

- The proposed scope for the Hawn Drive location is on Town property but mitigation will affect water flowing to a non-native ditch that runs through eight private properties. The ditch is man-made. Upland areas with less biodiversity and ecological function were created by redirecting and channelizing the natural flows in Meadow Creek.
- The Town of Frisco is amenable to providing improvements on private property in accordance with the wetland enhancements on the Town property.
- All landowners within the proposed project area will be individually contacted to discuss the proposal. No work will be completed on private property without owner consent.
- Beavers have been problematic in the area. Some issues may be assuaged by re-creating the wetland that previously existed.
- Wetlands and riparian areas can better absorb higher run-off and flood flows. Enhancing wetlands in the area may minimize potential flood issues
- Wetland enhancement will increase plant and animal species diversity on both Town and private land

Compensatory Wetland Mitigation Plan

Frisco Bay Marina "Big Dig" Project
Summit County, Colorado

*Prepared for: Town of Frisco
February 5, 2019*



Andy Herb, Ecologist/Owner
1127 Adams Street
Denver, CO 80206

Frisco Bay Marina “Big Dig” Project

Compensatory Wetland Mitigation Plan

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Frisco Bay Marina “Big Dig” Project

Compensatory Wetland Mitigation Plan

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Appendix A—Town Resolution 09-04

Frisco Bay Marina "Big Dig" Project

Compensatory Wetland Mitigation Plan

1.0 Summary

This plan has been prepared in accordance with relevant US Army Corps of Engineers (Corps) publications (Corps 2008a, Corps 2008b). Plant nomenclature follows the *National Wetland Plant List* (Corps 2018).

The Town of Frisco (Town) "Big Dig" Project is in Summit County, Colorado (**Figure 1**) and involves modifying the Frisco Bay Marina (Marina) to improve functionality, boater safety, and public access. The original permit for the project was issued in September 2013 (Corps File No. SPK-2010-00673). An amendment/extension request letter was sent to your office on December 17, 2018 and is pending approval.

As a result of the proposed improvements, 1.03 acres of wetlands along the edge of Dillon Reservoir will be permanently lost. The compensatory mitigation plan involves compensating for these wetlands with 2.1 acres of restored wetlands on two Town-owned properties in the Meadow Creek watershed, 0.7 mile north of the impact area. Approximately 0.41 acre will be restored just north of Hawn Drive and 1.7 acres will be restored at Willow Preserve Open Space (**Figure 2**). The details of the compensatory wetland mitigation plan are provided in the following sections.

Frisco Bay Marina "Big Dig" Project

Compensatory Wetland Mitigation Plan

2.0 Objectives

The objective is to restore 2.1 acres of wetlands to compensate for the loss of approximately 1.03 acres of existing wetlands along the edge of Dillon Reservoir at the Marina. The restoration of these wetlands will enhance the Meadow Creek (and greater Blue River) watershed by:

- Removing historic fill from former wetlands that have been converted to uplands
- Restoring wetland hydrology to areas that have been drained
- Returning native wetland plant assemblages

Frisco Bay Marina "Big Dig" Project

Compensatory Wetland Mitigation Plan

3.0 Site Selection

The two mitigation sites were chosen based on their exceptional suitability because they are:

- Previously disturbed and converted from wetlands to uplands
- Within 0.7 mile of the impacted wetlands and in the same eight-digit hydrologic unit (14020002 – Blue River)
- On land already owned and preserved as open space by the Town
- Immediately adjacent to Meadow Creek with ample water available and far enough upstream of the reservoir so that they are not influenced by water level fluctuations
- Situated in an area with relatively high groundwater that will require minor earthwork
- Dominated by soils (clays and loams) that are conducive to wetland establishment, as indicated by the presence of adjacent wetlands in the same position in the landscape
- In an area that does not contain threatened and endangered species (TES) habitat, cultural resources, or other sensitive resources
- In an area that does not contain any existing structures

3.1 Sustainability

The new wetlands will be constructed on the Meadow Creek floodplain and sustained by a combination of high groundwater (alluvial) and overbank flows associated with the creek. Both sites are positioned at an elevation that will allow them to reliably be saturated to within 12 inches of the ground surface for much of the growing season. The Hawn Drive Site is likely to receive more overbank flows than the Willow Preserve Site because there are two ponds immediately upstream of Willow Preserve that moderate peak flows. As stated above, this source of alluvial groundwater is much more reliable than the reservoir itself which is subject to prolonged periods of draw-down.

3.2 Watershed Needs

Although the impacted wetlands are relatively low-functioning and appear to have been created by the presence of the reservoir, many other higher quality wetlands in and around the Town have been historically lost or degraded by development and other land uses. Replacing these low-functioning wetlands with more acreage of much higher functioning wetlands along Meadow Creek will return some key ecological functions historically degraded or lost in the watershed.

Frisco Bay Marina "Big Dig" Project

Compensatory Wetland Mitigation Plan

4.0 Site Protection Instrument

The Town has a permanent commitment to protecting the compensatory wetland mitigation areas. The lands are already protected as open space by Section 14-3, as amended by Resolution 09-04, of the Town's Charter which states:

"No park or open space property, specifically designated as such by resolution of the Council, in which fee ownership is now or hereafter vested in the Town, shall be sold or leased unless the question of such sale or lease is first approved by a majority of the registered electors voting thereon at a regular or special election. Nothing herein shall limit the Council's power to grant any licenses, permits, or easements with respect to such property."

The Hawn Drive Site is part of the "Reserve Open Space" and the Willow Preserve Site is part of "Willow Preserve," as listed in the resolution. A copy of Resolution 09-04 is in **Appendix A**.

Frisco Bay Marina "Big Dig" Project

Compensatory Wetland Mitigation Plan

5.0 Baseline Information

5.1 Impacted Wetlands

The impacted wetlands are situated along the shoreline of Dillon Reservoir and are mainly sustained by the reservoir itself. A summary of the wetlands is provided below and maps showing the wetlands was provided with the amendment/extension request letter that was sent to the Corps Grand Junction Office on December 17, 2018.

Location: The impacted wetlands are situated at approximately 9,000 feet above mean sea level (MSL), on the *Frisco, Colorado* US Geological Survey 7.5-minute quadrangle with the following coordinates (datum is WGS 84):

- Township 5 South, and Range 78 West
- Universal Transverse Mercator (UTM): 13 406560E, 4381495N
- Latitude/longitude: 39.578080, -106.087984

The eight-digit hydrologic unit code (HUC) is 14020002 (Blue).

Classification and Quantity: The impacted wetlands are classified according to Cowardin, et al. (1979) as palustrine emergent (PEM) and palustrine scrub-shrub (PSS), and according to the Hydrogeomorphic (HGM) Classification as lacustrine fringe (Brinson 1993). A total of 1.03 acre of wetlands will be permanently lost as a result of the project, including 0.80 acre of PEM and 0.23 acre of PSS.

Vegetation: PEM wetlands are dominated by Northwest Territory sedge (*Carex utriculata* – OBL) and leafy tussock sedge (*Carex aquatilis* – OBL) in the wettest areas, with field meadow-foxtail (*Alopecurus pratensis* – FAC), Baltic rush (*Juncus balticus* – FACW), large leaf avens (*Geum macrophyllum* – FAC), woolly sedge (*Carex pellita* – OBL), and black bent (*Agrostis gigantea* – FAC) in slightly drier areas. PSS wetlands are mainly dominated by park willow (*Salix monticola* – OBL) and Drummond's willow (*Salix drummondiana* – FACW), with an understory typical of PEM areas.

Generally, the wetland boundaries are obvious and are defined by abrupt topographical changes associated with old fill or naturally steeper slopes. Vegetation around the perimeter of the wetlands transitions from hydrophytes to mesic species including Kentucky blue grass (*Poa pratensis* – FAC), slender wild rye (*Elymus trachycaulus* – FAC), and field meadow-foxtail, often with scattered willows (*Salix* spp.).

Hydrology: The primary source of wetland hydrology is provided by high groundwater associated with Dillon Reservoir (through capillary action). The wetlands may also receive water from other sources of groundwater, direct snowmelt/precipitation, and runoff from the Marina and Town. Wetland hydrology indicators observed include Saturation (A3), Drift Deposits (B3), Water-Stained Leaves (B9), Geomorphic Position (D2), and the FAC-Neutral Test (D5).

Soils: According to the *Web Soil Survey* (NRCS 2018), the soils in the wetlands are mapped as Histic Cryaquolls, nearly level. This soil is commonly found on alluvial fans and floodplains and is poorly drained. The parent material is organic matter and the typical profile consists of mucky peat to 8 inches, stratified sandy loam to clay from 8 to

Frisco Bay Marina "Big Dig" Project

Compensatory Wetland Mitigation Plan

28 inches, and sand and gravel from 28 to 60 inches. This soil type is listed as hydric. Soil pits excavated in the wetlands somewhat confirmed the map soil type and revealed generally silty clay loams with the top 4 inches high in organic matter in some areas. The only hydric soil indicator observed is Thick Dark Surface (A12), with a depleted layer assumed.

Functional Condition: The *FACWet Method* (Johnson, et al. 2013) was used to assess the condition of the impacted wetlands. All the wetlands were assessed together since they all have a similar position in the landscape and the same primary source of hydrology. The wetlands in the study area are considered "Functioning Impaired" or the equivalent of a letter grade "D" (Johnson, et al. 2013).

The main ecological stressor that reduces the overall functional condition of the wetlands is the general lack of a natural water regime. Nearly all the wetlands have altered vegetation composition from being oversaturated (mainly by flooding from the reservoir) or being dewatered (either by reservoir draw-down or by the presence of infrastructure that has reduced and/or diverted groundwater and surface water inputs). Other key stressors observed include the presence of infrastructure (State Highway (SH) 9, bike path, marina facilities, cemetery, water treatment plant, etc.), including the reservoir itself that creates barriers for wildlife moving between the wetlands and other adjacent wetlands; the presence of historic and recent fill, ditches, and other geomorphological changes within the wetlands that have either caused the direct loss of wetlands or degradation by altering water distribution within the wetlands; potential water quality concerns from receiving direct runoff from developed areas; and numerous social trails in and around the wetlands that indicate the regular presence of people which will reduce overall wildlife use and often cause impacts to vegetation.

The scores for each of the FACWet variables are shown in **Table 1** and the resulting functional capacity index (FCI) scores are shown in **Table 2**.

Table 1: FACWet Wetland Condition Scores

	<u>FACWet</u> Variable¹	Wetland Condition Score
Landscape Context	Connectivity	0.63
	Contributing Area	0.60
Hydrology	Water Source	0.60
	Water Distribution	0.60
	Water Outflow	0.60
Habitat	Geomorphology	0.75
	Physiochemical Environment	0.75
	Vegetation Structure and Complexity	0.70
Condition Score		0.65 (D)

¹FACWet variables from Johnson, et al. 2013

Frisco Bay Marina "Big Dig" Project

Compensatory Wetland Mitigation Plan

Table 2: FACWet Functional Capacity Index Scores

Functions ¹	FCI Score
Support of Characteristic Wildlife Habitat	0.66
Support of Characteristic Fish/Aquatic Habitat	0.63
Flood Attenuation	0.63
Short- and Long-Term Water Storage	0.63
Nutrient/Toxicant Removal	0.65
Sediment Retention/Shoreline Stabilization	0.70
Production Export/Food Chain Support	0.68
Overall FCI Score	0.65

¹Functions from Johnson, et al. 2013

Threatened and Endangered Species (TES): No suitable TES habitat is present in or around the impacted wetlands.

Land Use: The current land use for the site is mainly recreation/open space. Historic land use was agriculture/grazing and wildlife habitat.

Current Owner: Denver Water is the owner of the impacted wetlands.

5.2 Mitigation Sites

The compensatory mitigation plan involves restoring wetlands on two Town-owned properties on the Meadow Creek floodplain, approximately 0.7 mile north of the impact area (**Figure 2**). Approximately 0.41 acre of former wetlands will be restored just north of Hawn Drive and 1.7 acres will be restored at Willow Preserve Open Space. The details of the sites are provided below.

Hawn Drive Site: This site was historically wetland but was converted to uplands when a ditch was excavated on the floodplain to redirect water. The digging of the ditch drained the wetlands by lowering the local (alluvial groundwater) and concentrating overbank flows into the ditch. The material removed from the ditch was sidecast into the adjacent wetlands making the ground surface even higher above the groundwater elevation. Below are two photos of the site.

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Compensatory Wetland Mitigation Plan



Ditch through floodplain (to be filled)



Sidecast fill material (now uplands)

Willow Preserve Site: This site was also historically wetland. It was apparently converted to uplands when the alignment of Meadow Creek was altered during the development of the area. Then, at some point additional fill was imported to the site (as evidenced by piles of soil on the surface) which raised the ground surface even higher above the alluvial groundwater elevation. Below is a photo of the site.

Existing Fill Area
(Upland)



Existing Wetlands

Frisco Bay Marina "Big Dig" Project

Compensatory Wetland Mitigation Plan

Location: The Hawn Drive Site has the following coordinates and is situated between SH 9 and Interstate-70 (I-70):

- Latitude/longitude: 39.586176, -106.100664
- Universal Transverse Mercator (UTM): 13 405481, 4382407

The Willow Preserve Site is located approximately 0.4 mile east of the Hawn Drive Site, between SH 9 and Dillon Reservoir, and has the following coordinates:

- Latitude/longitude: 39.588295, -106.092791
- UTM: 13 406160, 4382633

Classification: Although there are substantial wetlands adjacent to the two mitigation sites, there are no wetlands within the sites. The Hawn Drive Site is surrounded on three sides by a large beaver-influenced PSS wetland that is very vegetatively diverse, with small pockets of open water and PEM areas. The Willow Preserve Site is mostly surrounded by wetlands, with PEM wetlands on the north and southeast, and PSS wetlands on the southwest. The PEM wetland to the southeast is another compensatory wetland mitigation site for the Frisco Whole Foods that was constructed in 2013.

Quantity: The compensatory wetland mitigation plan will restore a total of 2.1 acres of wetlands, 0.41 acre at the Hawn Drive Site and 1.7 acres at the Willow Preserve Site.

Vegetation: The Hawn Drive Site is dominated by smooth brome (*Bromus inermis*), with widely scattered mature willows (*Salix* spp.) and pockets of Canadian thistle (*Cirsium arvense*) and musk thistle (*Carduus nutans*). The Willow Preserve Site is also dominated by smooth brome and widely scattered willow, with pockets of coaltown sagebrush (*Artemisia cana*) and Baltic rush (*Juncus balticus*) toward the east end.

Hydrology: The proposed mitigation sites are situated too high above the current elevation of the alluvial groundwater associated with Meadow Creek to have wetland hydrology. Based on the topography and vegetation, groundwater appears to be 2 to 3 feet below the surface. Groundwater elevations will be confirmed with shallow wells prior to construction.

Soils: According to the *Web Soil Survey* (NRCS 2018), the soils in both sites are mapped as Histic Cryaquolls, nearly level. This soil is commonly found on alluvial fans and floodplains, and is poorly drained. The parent material is organic matter and the typical profile consists of mucky peat to 8 inches, stratified sandy loam to clay from 8 to 28 inches, and sand and gravel from 28 to 60 inches. This soil type is listed as hydric.

Functions: Based on the concepts included in the *FACWet Method* (Johnson, et al. 2013), the functional condition of the wetlands adjacent to the Hawn Drive Site are considered "Highly Functioning" or the equivalent of a letter grade "B." The main stressors are historic wetland loss, development surrounding the wetlands, and the potential impairment to water source and distribution from Meadow Creek flowing in a culvert under I-70 immediately upstream of the site.

The functional condition of the wetlands adjacent to the Willow Preserve Site are considered "Functioning" or the equivalent of a letter grade "C." The main stressors are

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Compensatory Wetland Mitigation Plan

historic wetland loss, development surrounding the wetlands, and the impairment to water source and distribution from the Meadow Creek flowing into two ponds and through a culvert under SH 9 immediately upstream of the site.

Threatened and Endangered Species (TES): No suitable habitat for TES is present at the proposed mitigation sites and the replacement of impacted wetlands will not result in new depletions to the Colorado River. Thus, no TES are expected to be affected.

Land Use: The historic land use for the mitigation sites is agriculture/grazing and/or wildlife habitat. The current land use is open space and wildlife habitat.

Current Owner: The Town is currently the owner of both mitigation sites.

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Compensatory Wetland Mitigation Plan

6.0 Determination of Credits

The proposed compensatory wetland mitigation plan will restore a total of 2.1 acres of wetlands to replace the 1.03 acres (0.80 acre PEM and 0.23 acre PSS) that were unavoidable and will be permanently lost as a result of the project. The restored wetlands will include the same wetland types as those lost (both PEM and PSS). The amount of compensatory wetland mitigation required was determined by the Corps and is based on the functional condition of the impacted wetlands, the expected functional condition of the restored wetlands, and other factors.

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Compensatory Wetland Mitigation Plan

7.0 Mitigation Work Plan

7.1 Summary

Construction of the wetland mitigation sites will begin in summer 2019 with shallow groundwater well installation and general surveying to mark the site boundaries. After surveying and before earthwork begins, all discrete populations of Colorado List A or B noxious weeds in or within 100 feet the mitigation areas will be sprayed with the appropriate herbicide(s).

Earthwork involves potholing the sites to examine the soil profile, salvaging topsoil from the impacted wetlands, excavation of the mitigation area, and placing salvaged topsoil. Generally, the grading plan involves lowering the mitigation areas to the original ground surface (2 to 3 feet). Most of the earthwork will be accomplished using a tracked excavator, skid steer, and front-end loader.

After excavation and topsoil placement, the sites will be planted and seeded with plants that are native and known to occur in the watershed. A total of 8,232 containerized herbaceous plants and 5,260 woody plants will be installed in the restoration sites. In addition, a total of 700 containerized woody plants will be installed in adjacent upland areas (cut slopes and other areas disturbed). All disturbed areas will be seeded and mulched.

When earthwork and planting are complete, the sites will be temporarily fenced for two years to reduce potential impacts from wildlife and humans.

7.2 Geographic Boundaries

The geographic boundaries of the wetland mitigation sites are shown on **Figure 2**.

7.3 Construction Methods, Timing, and Sequence

The construction of the wetland mitigation sites will be done concurrently with wetland impacts. It will occur in summer 2019 and will involve the following major efforts (in sequence):

- Shallow Groundwater Well Installation (April/May): The first step of construction will be to install shallow groundwater wells in the sites to help confirm the depth of excavation/fill removal.
- General Surveying (April/May): The second step of construction will be to survey the wetland mitigation sites. The perimeter of each site will be staked in the field to delineate the areas for earthwork.
- Earthwork (Summer): The first part of the earthwork includes potholing to examine the soil profile. This, combined with the shallow groundwater well data, will help inform the final depth of excavation/fill removal. Generally, earthwork involves stripping and transporting topsoil from the wetland impact area, excavation of the mitigation areas, and placing the salvage topsoil.
- Planting and Seeding (Late Summer): After earthwork is complete, the sites will be seeded and planted with native vegetation.

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- Temporary Fencing (Late Summer/Fall): When earthwork and planting are complete, the sites will be temporarily fenced for two years to reduce potential impacts from wildlife and humans.

7.4 Grading Plan

Hawn Drive Site: The earthwork for this site simply involves filling the old ditch with the originally sidecast material, and restoring the original contours and hydrologic conditions of the area. **Figure 3** shows the plan view and **Figure 4** shows the planned cross-section. Earthwork activities will include moving whole willows and other existing wetland vegetation into the old ditch to help ensure that the newly placed fill does not erode during high flows in Meadow Creek. All finish grades will be left rough and loose to facilitate plant diversity and productivity. The work will be done with an excavator, loader, and skid steer. There should be very little export of soil (if any) from the site.

Willow Preserve Site: The earthwork for this site involves removing old fill and other materials to expose shallow groundwater adjacent to the existing wetlands along Meadow Creek. Most areas will be lowered by 2 to 3 feet to the elevation appropriate for wetland establishment. The exact depth of excavation will be informed by the potholing and shallow groundwater monitoring. **Figure 5** shows the plan view and **Figure 6** shows the planned cross-section. Excavated material will be removed from the site and hauled off-site.

Earthwork activities at this site also include overexcavating by 4 to 6 inches to accommodate the topsoil salvaged from the impacted wetlands, and moving salvaged whole willows and any other suitable existing vegetation from the mitigation area into the restored wetland area. The side slopes of the newly excavated area will vary in slope to meet the surrounding grade, but will not be steeper than 3H:1V. All finish grades will be left rough and loose to facilitate plant diversity and productivity. The work will be done with excavators and skid steers/loaders supported by haul trucks.

Earthwork notes:

- Unnecessary impacts to areas adjacent to the mitigation sites will be avoided by placing silt fence, erosion logs, or other fencing at the limits of construction. There will be no vehicle access in areas outside the limits of construction.
- All best management practices (BMPs) shall be selected, installed, implemented, and maintained according to appropriate engineering, hydrologic and pollution control practices.
- The use of chemicals such as soil stabilizers, dust palliatives, herbicides, growth inhibitors, fertilizers, deicing salts, etc., shall be in accordance with the manufacturer's recommended application rates, frequency, and instructions. These chemicals shall not be stored or stockpiled within 50 horizontal feet of the creek or other aquatic habitats.
- All excavation, sod/topsoil harvest and placement, and live plant salvage and installation will be directed by a qualified ecologist.
- Approximately 6 to 8 inches of wetland sod/topsoil will be salvaged from the wetland impact area and placed in the Willow Preserve Site.

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- The Willow Preserve Site will require over-excavation of approximately 4 to 6 inches to accommodate the wetland topsoil salvaged from the impact area.
- All finish grades will be loose and rough with substantial "microtopography" (plus or minus 4 inches), and straight edges and right angles will be avoided. All work areas will be loosened to a depth of 12 inches before topsoil placement, planting, or seeding. Any tracks left by equipment during topsoil placement will be removed/loosened prior to planting and seeding.
- No equipment will be allowed in the mitigation areas after topsoil is placed or the grade is otherwise finished.
- All "waste" materials generated by the construction of the mitigation sites (slash, soil, rock, etc.) will be stockpiled and disposed of in an approved upland location.

7.5 Planned Hydrology

Hawn Drive Site: Shallow groundwater and overbank flows associated with Meadow Creek are the current hydrologic sources for the adjacent wetlands and filling the ditch should restore both sources to the mitigation site. Direct precipitation will also contribute water to the site. Monitoring wells will be used to confirm the depth of groundwater prior to construction. No temporary or permanent irrigation will be needed.

Willow Preserve Site: The primary source of water will be shallow groundwater associated with Meadow Creek. This is the current hydrologic source for the adjacent wetlands and monitoring wells will be used to confirm the depth of groundwater prior to construction. Direct precipitation will be a secondary source of water, including stormwater runoff from the adjacent developments. Overbank flooding from Meadow Creek may also contribute water to the site, but will be limited due to the ponds and culverts situated immediately upstream that reduce peak flows. No temporary or permanent irrigation will be needed.

7.6 Planned Vegetation

The planned vegetation for both compensatory wetland mitigation areas includes plants typical of the adjacent wetlands, including mainly various willows and other shrubs, with pockets of various sedges (*Carex* spp.), rushes (*Juncus* spp.), and other graminoids and forbs. The appropriate species will be directly salvaged (as whole willows or sod mats) or otherwise brought to the sites as seed, containerized (nursery) stock, and live cuttings (harvested on or near-site). Adjacent areas disturbed by construction but not intended to be wetlands (cut-slopes, access roads, etc.) will be planted with a mix of more mesic and upland shrubs. **Table 3** lists the plant species and quantities to be installed in each of the sites, including the adjacent areas. A brief summary of the planned vegetation communities follows the table.

Frisco Bay Marina "Big Dig" Project

Compensatory Wetland Mitigation Plan

Table 3: Plants Needed for Wetland Mitigation¹

Common Name	Scientific Name	Plant Size/Type	Plants/Acre	Plants Needed for Hawn Drive Site ⁴	Plants Needed for Willow Preserve Site ⁴
Herbaceous Plants (PEM Areas)¹					
Bluejoint	<i>Calamagrostis canadensis</i>	10 ci	1,700	196	588
Leafy tussock sedge	<i>Carex aquatilis</i>	10 ci	2,800	392	1,176
Woolly sedge	<i>Carex pellita</i>	10 ci	1,800	196	588
Northwest Territory sedge	<i>Carex utriculata</i>	10 ci	2,800	392	1,176
Tufted hairgrass	<i>Deschampsia caespitosa</i>	10 ci	2,000	196	588
Largeleaf avens	<i>Geum macrophyllum</i>	10 ci	1,500	196	588
Baltic rush	<i>Juncus balticus</i>	10 ci	2,300	294	882
Seep monkeyflower	<i>Mimulus guttatus</i>	10 ci	1,200	196	588
		Total	16,100	2,058	6,174
Woody Plants (PSS Areas)²					
Thinleaf alder	<i>Alnus incana</i>	40ci	800	240	1,080
Water birch	<i>Betula occidentalis</i>	40ci	200	60	280
Willow (montane mix)	<i>Salix spp.</i>	40ci	2,200	640	2,960
		Total	3,200	940	4,320
Woody Plants (Adjacent Upland Areas)³					
Golden-hardhack	<i>Dasiphora fruticosa</i>	60ci	400	40	160
Fourline honeysuckle	<i>Lonicera involucrata</i>	60ci	300	30	120
Blue spruce	<i>Picea pungens</i>	60ci	30	3	12
Lodgepole pine	<i>Pinus contorta</i>	60ci	100	10	40
Bristly black gooseberry	<i>Ribes lacustre</i>	60ci	200	20	80
Woods' rose	<i>Rosa woodsii</i>	60ci	400	40	160
		Total	1,430	143	572

¹Groups of five plants on 4-foot centers = 15,790 plants per acre; nomenclature from NWPL (Corps 2018)

²Average spacing = 4-foot centers = 3,158 plants per acre; the willows for the "montane mix" shall consist of gray willow (*Salix bebbiana*), Booth's willow (*S. boothii*), Drummond's willow (*S. drummondiana*), Geyer's willow (*S. geyeriana*), strapleaf willow (*S. ligulifolia*), park willow (*S. monticola*), tealeaf willow (*S. planifolia*), and/or Idaho willow (*S. wolfii*). No one species shall be more than 60 percent of the mix.

³Average spacing = 6-foot centers = 1,393 plants per acre; assume 0.5 acre total (0.1 acre for the Hawn Drive Site and 0.4 acre for the Willow Preserve Site)

⁴Hawn Drive Site = 0.41 acre (0.12 PEM and 0.29 PSS); Willow Preserve Site = 1.7 acres (0.39 acre PEM and 1.34 acre PSS)

A minimum of one week after earthwork is completed, the site will be planted. The herbaceous nursery stock for PEM areas will be in 10 cubic inch (ci) containers and placed in groups of five on approximately 4-foot centers according to their preferred water regime. Exact placement of plants will be directed by a qualified ecologist. All herbs will be grown from a Colorado seed-source (if possible).

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The woody plants for the PSS areas will be in 40 ci (or similar) containers and planted on 6-foot centers according to their preferred water regime. Exact placement will be directed by a qualified ecologist. All willows will be grown from those harvested on or near-site (Summit or adjacent counties), and be a mix of gray willow (*Salix bebbiana*), Booth's willow (*S. boothii*), Drummond's willow (*S. drummondiana*), Geyer's willow (*S. geyeriana*), strapleaf willow (*S. ligulifolia*), park willow (*S. monticola*), tealeaf willow (*S. planifolia*), and/or Idaho willow (*S. wolfii*). No one species shall be more than 60 percent of the mix.

The woody plants for the adjacent areas will consist of mesic shrubs known to occur in Summit County. These will be in 60 ci (or similar) containers and planted on 6-foot centers according to their preferred water regime. Exact placement will be directed by a qualified ecologist. These plants will be grown from a Colorado seed-source, if possible.

After planting, the restoration sites will be broadcast-seeded with the *Wetland Seed Mix* shown in **Table 4**. Any adjacent areas disturbed for construction will be loosened and seeded with the *Riparian Seed Mix* shown in **Table 5**. All disturbed areas will be mulched with wood straw at approximately 50 percent ground cover (150 regular bales per acre).

Table 4: Wetland Seed Mix¹

Common Name	Scientific Name	Variety	Seeds per Pound ²	Seeds per Square Foot	Pounds of Pure Live Seed per Acre
Bluejoint	<i>Calamagrostis canadensis</i>	Sourdough	2.3 million	21.1	0.4
Tufted hairgrass	<i>Deschampsia caespitosa</i>	Peru Creek or Nortran	1.5 million	20.7	0.6
Largeleaf avens	<i>Geum macrophyllum</i>	-	300,000	18.6	2.7
American mannagrass	<i>Glyceria grandis</i>	-	1.3 million	20.1	0.7
Baltic rush	<i>Juncus balticus</i>	-	8.0 million	18.4	0.1
Fowl bluegrass	<i>Poa palustris</i>	-	1.0 million	18.4	0.8
Rice hulls	--		--	--	19.7
			Total	117.3	25.0

¹Seeding rate is based on broadcasting; nomenclature from NWPL (Corps 2018)

²Source: WNS 2018

Frisco Bay Marina "Big Dig" Project

Compensatory Wetland Mitigation Plan

Table 5: Riparian Seed Mix¹

Type	Common Name	Scientific Name	Variety ²	Seeds per Pound ²	Seeds per Square Foot	Pounds of Pure Live Seed/Acre
Graminoids	Rough bent	<i>Agrostis scabra</i>	-	5 million	11.5	0.1
	Fringed brome	<i>Bromus ciliatus</i>	-	236,000	10.8	2.0
	Bluejoint	<i>Calamagrostis canadensis</i>	Sourdough	2.3 million	5.3	0.1
	Tufted hairgrass	<i>Deschampsia caespitosa</i>	Peru Creek or Nortran	1.5 million	10.3	0.3
	Blue wildrye	<i>Elymus glaucus</i>	-	135,000	6.2	2.0
	Slender wildrye	<i>Elymus trachycaulus</i>	San Luis	159,000	9.1	2.5
	Rocky Mountain fescue	<i>Festuca saximontana</i>	-	1.2 million	8.3	0.3
	Western wheatgrass	<i>Pascopyrum smithii</i>	Arriba	110,000	7.8	3.0
	Fowl bluegrass	<i>Poa palustris</i>	-	3.1 million	7.1	0.1
Forbs	Common (western) yarrow	<i>Achillea millefolium</i>	Occidentalis	2.7 million	6.2	0.1
	Colorado blue columbine	<i>Aquilegia coerulea</i>	-	368,000	4.2	0.5
	Bluebell-of-Scotland	<i>Campanula rotundifolia</i>	-	1.2 million	2.8	0.1
	Rosey Indian-paintbrush	<i>Castilleja rhexifolia</i>	-	4.9 million	11.2	0.1
	Aspen fleabane	<i>Erigeron speciosus</i>	-	1.6 million	3.7	0.1
	American purple vetch	<i>Vicia americana</i>	-	33,000	0.8	1.0
Bulk	Rice hulls	-	-	-	-	12.7
				Total	105.3	25.0

¹Seeding rate is based on broadcasting; nomenclature from NWPL (Corps 2018)

²Source: WNS 2018

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General Vegetation Notes: To help ensure success of the planting and seeding effort, the following will occur:

- All containerized plants will be inspected by a qualified ecologist prior to planting, and any dead, dying, stressed, or badly "rootbound" plants will be rejected
- A qualified ecologist will direct and supervise all live plant harvest, planting, seeding, and mulching
- Whole willows and other wetland plants present in the restoration areas before earthwork will be transplanted whenever possible
- Seed will be broadcast
- Mulch will be wood straw and no hay mulch will be used
- No fertilizers will be used

7.7 Planned Soils

Based on the presence of relatively fine-grained native soils, ample water, and other wetlands in areas adjacent to the mitigation sites, no clay liners or other imported materials are expected to be required. The Willow Preserve Site will be overexcavated by approximately 4 to 6 inches to allow for the placement of salvaged topsoil from the impacted wetlands.

7.8 Invasive Plant Control

To avoid the continued spreading of noxious weeds, all discrete populations of Colorado List A or B noxious weeds found in or within 100 feet of the wetland mitigation sites will be sprayed with the appropriate herbicide(s) before earthwork begins. The Summit County Weed Control Manager will be consulted to determine the best control methods.

Any damage to the restored sites as a result of invasive species will be documented during annual success monitoring. Specific recommendations and corrective measures will be identified in the annual monitoring reports and implemented prior to the next growing season (or as appropriate). Corrective actions may include spraying, biological control, mechanical removal, mowing, etc.

7.9 Erosion Control

Other than standard BMPs and the installation of live plant material, no formal erosion control will be used during construction of the mitigation sites. Although salvaged and containerized vegetation will be used to stabilize the sites, some erosion from high flows in Meadow Creek is still possible. Any moderate or severe erosion will be documented during annual success monitoring. Any necessary corrective actions will be taken before the next growing season.

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8.0 Maintenance Plan

No formal maintenance plan has been prepared. Any necessary maintenance activities will be identified during the annual success monitoring and will be implemented prior to the next growing season (or as appropriate). Maintenance activities may include noxious weed control, minor earthwork, additional planting/seeding, fencing or fence repairs, etc.

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Compensatory Wetland Mitigation Plan

9.0 Performance Standards

The wetland mitigation sites will be considered successfully established when the following criteria are met for at least two consecutive growing seasons (based on repeatable quantitative vegetation sampling techniques):

- The total area of the restored wetlands encompasses at least 2.1 acres
- The restored wetlands have at least 80 percent cover of plants with a wetland indicator status of facultative (FAC) or wetter
- At least 20 percent of the vegetation cover in the restored wetlands is comprised of native woody plant species
- No Colorado List A noxious weeds are present and List B noxious weeds comprise fewer than 5 percent of all vegetation cover within the restored wetlands

The presence of a dense and diverse wetland vegetation community is direct evidence of the proper hydrologic regime. As such, no additional hydrologic monitoring is specified.

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Compensatory Wetland Mitigation Plan

10.0 Monitoring Requirements

Responsible Party:

Frisco Bay Marina
Mr. Tom Hogeman, General Manager
P.O. Box 4100
267 Marina Road
Frisco, CO 80443
970.418.0910
TomH@townoffrisco.com

Data to be Collected/Reported: Plant diversity and cover information will be collected annually along randomly located transects established during the first annual success monitoring effort. The number of transects and data collection points will be adequate to characterize the vegetation communities found at the sites.

Other information to be collected and included in the annual monitoring reports:

- Photographs taken from at least ten permanent photo points that will be established during the first annual success monitoring.
- A complete list of plant species observed.
- Any problems observed that may preclude the successful establishment of the sites. This may include problems with hydrology, human- or wildlife-related disturbances, insect infestations, invasive species, erosion, sedimentation, etc.
- Any other ecological information that is relevant to the success and/or failure of the sites.

Assessment Methods: Vegetation sampling will be accomplished using accepted quantitative approaches that utilize transects, such as line-intercept or canopy coverage (Daubenmire) methods (Corps 2000).

Format for Reporting: Annual success monitoring reports will adhere to the format outlined in the *Corps Regulatory Guidance Letter 08-03* (Corps 2008b).

Monitoring Schedule: The first annual monitoring will be conducted in late summer of 2020. Monitoring in future years will be conducted in late summer until the sites meet the standards outlined in *Section 9.0 Performance Standards*.

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Compensatory Wetland Mitigation Plan

11.0 Long-Term Management Plan

Long-term financing and protection of the wetland mitigation sites are the responsibility of the Town. Both wetland sites are protected in perpetuity and will not be developed.

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Compensatory Wetland Mitigation Plan

12.0 Adaptive Management Plan

The sites will be protected in perpetuity by the Town. If it is determined through annual monitoring or other means that either of the sites are at risk of being damaged, lost, or otherwise rendered non-functional, the Town will coordinate with the Corps to develop the best adaptive management approach.

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Compensatory Wetland Mitigation Plan

13.0 Financial Assurances

The Town is a well-funded government agency and will be responsible for the construction, maintenance, monitoring, remedial actions/adaptive management, and overall project success.

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Compensatory Wetland Mitigation Plan

14.0 Literature Cited

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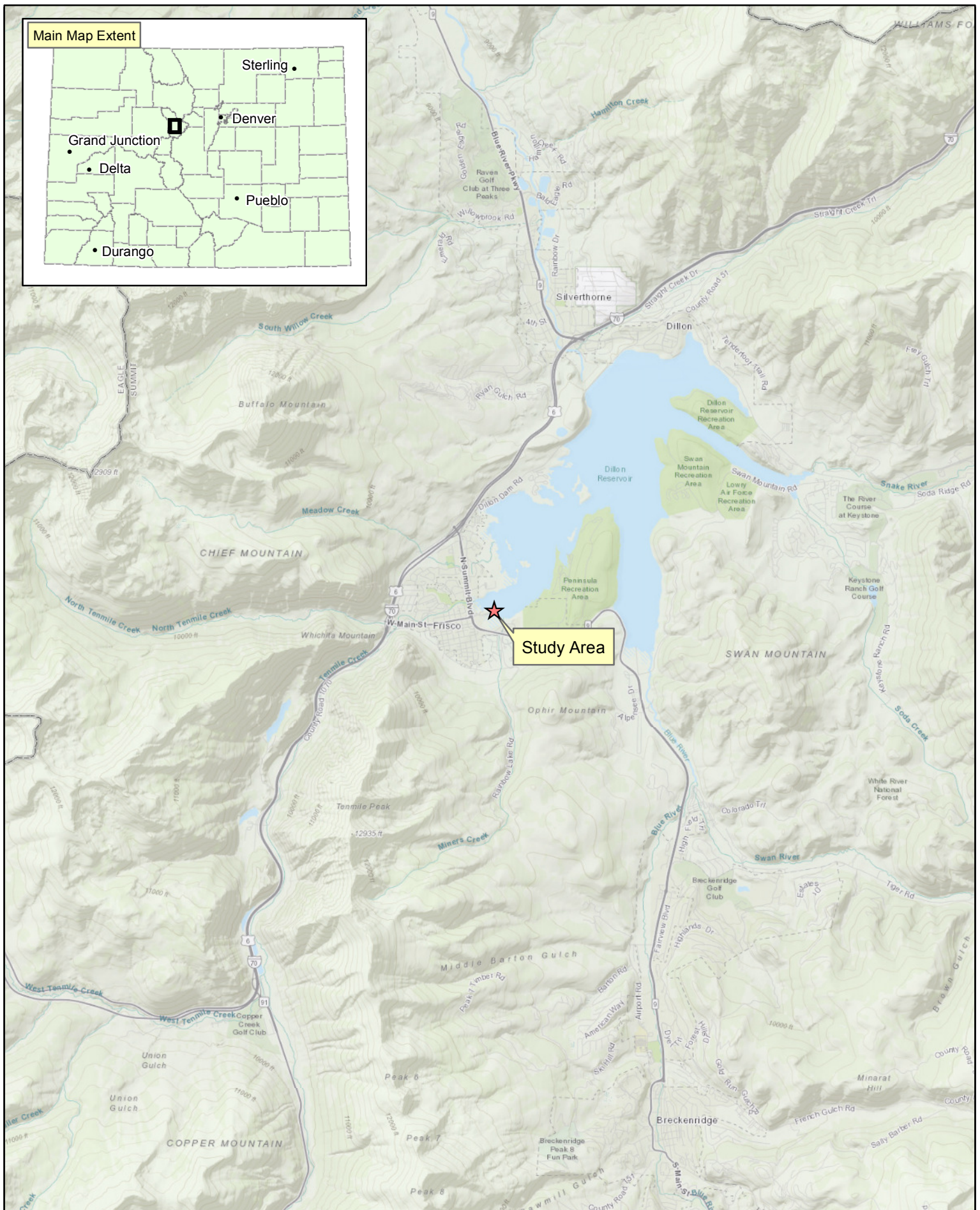
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Study Area

Main Map Extent

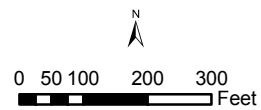


0 0.5 1 2 3 Miles

Frisco Marina

Figure 1
Site Location Map

08/07/2018



Frisco Marina
Big Dig

Compensatory Wetland
Mitigation Areas
Figure 2

02/04/2019



A

Existing
Wetlands

PEM
Wetland

PSS
Wetland

A'

Uplands

Existing Ground Surface
(Historic Fill To Be Removed)

3'
2'
1'
0'

Approximate Groundwater
Elevation

Proposed Ground Surface

Ditch (To Be Filled)

Plant Images Courtesy of the IAN, UM CES (ian.umces.edu/symbols/)



NOT TO SCALE - ALL DIMENSIONS APPROXIMATE

01/31/2019

Frisco Marina
Big Dig

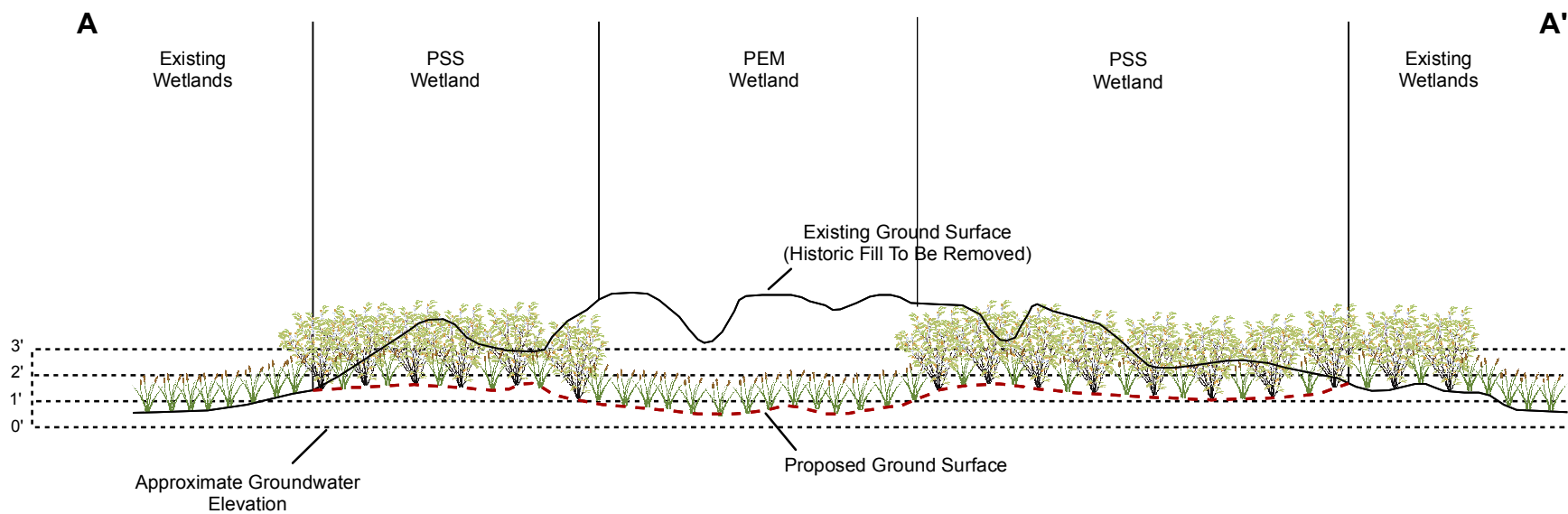
Figure 4
Hawn Drive Site
Typical Cross Section



Frisco Marina
Big Dig

Figure 5
Compensatory Mitigation
Willow Preserve Site

02/04/2019



Plant Images Courtesy of the IAN, UM CES (ian.umces.edu/symbols/)



NOT TO SCALE - ALL DIMENSIONS APPROXIMATE

02/04/2019

Frisco Marina
Big Dig

Figure 6
Willow Preserve Site
Typical Cross Section

Appendix A
Town Resolution 09-04

**Town of Frisco
County of Summit
State of Colorado**

Resolution 09- 04

A RESOLUTION DESIGNATING TOWN OF FRISCO PROPERTIES AS PARKS OR OPEN SPACE PROPERTIES AS REQUIRED BY SECTION 14-3 OF THE FRISCO TOWN CHARTER

WHEREAS on April 2, 2002, Town of Frisco voters approved an amendment to the Town Charter, Section 14-3, to add open space property to property that may be leased or sold by the Town only upon a vote of the electors, and to provide that the Council shall by resolution designate such property as park or open space property.

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

Section 1. That the following Town owned areas are zoned Parks and Recreation, function as and are maintained as parks, and, therefore, shall be designated as park property:

- *Walter Byron Memorial Park*, located at Tract A Frisco Park Subdivision #1
- *Triangle Park*, located at the northwest corner of Summit Boulevard (Hwy 9) and Main Street
- *Pioneer Park*, located at Block B, Lot 1, Frisco Townsite
- *Meadow Creek Park*, located at 830 Meadow Drive, Meadow Creek Subdivision
- *199 Creekside Drive*, located at Section 34, Qtr. 1, Gov. Lot 9 and Section 35, Gov. Lot 21
- *Frisco Peninsula Recreation Area*, located at Township 5S, Range 78W, Section 36

Section 2. That the following Town owned areas are zoned Central Core, function as and are maintained as parks, and, therefore, shall be designated as park property:

- *Community Center Pocket Park*, located at Block 10, Lots 13-15 Frisco Townsite
- *Historic Park Gazebo*, located at Block 8, Lots 1-6 Frisco Townsite

Section 3. That the following Town owned areas are zoned Open Space, function as and are maintained as open space areas, and, therefore, shall be designated as open space property:

- *Willow Preserve*, located at Lot GG, Ten Mile Filing #1
- *Lakepoint open space parcel*, located at Lot 2, Block 3, Lakepoint PUD
- *Reserve open space*, located at Track A, Frisco Triangle, north of the Reserve subdivision

- *Wetland parcel*, located at Lot 2B, Summit Transit Center, north of the Meadow Creek subdivision

Section 4. That the following Town owned area is zoned Natural Resources-2, functions as and is maintained as an open space/recreation area and contains the Frisco Water Treatment Plant, and, therefore, shall be designated as open space property:

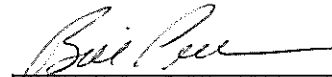
- *North Ten Mile Water Treatment parcel*, located at Junction Placer MS #13059

Section 5. That the following Town owned areas are zoned Mixed Use, function as and are maintained as parks, and, therefore, shall be designated as park property:

- *Post Office pathway parcel*, located at Lot 2, Block C, Frisco West Subdivision #1
- *698 N. Summit Blvd*, located north of Mountain Pines PUD, Meadow Creek Subdivision

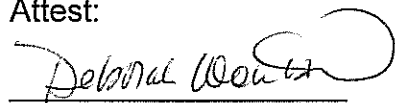
INTRODUCE, READ AND ADOPTED THIS 13th DAY OF January, 2009

TOWN OF FRISCO:



Bill Pelham, Mayor

Attest:



Deborah Wohlmut, Town Clerk



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: SUSAN LEE, COMMUNITY PLANNER
RE: MOBILITY AND RECREATION ELEMENTS OF THE COMMUNITY PLAN
DATE: MAY 14, 2019

Summary: This work session is intended to provide an opportunity for discussion and feedback on the Frisco Community Plan elements related to mobility and recreation. 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 mobility and recreation. 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 -
Nancy Kerry, Town Manager -
Bonnie Moinet, Finance Director - Approved

Attachments:

Exhibit A –Preliminary Policy Framework (this work session is for Guiding Principles 4 and 5)
Exhibit B – Power point Presentation with Discussion Agenda

EXHIBIT A



Preliminary Policy Framework

Draft: 05.10.19

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 Frisco citizens 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 strong economy with diverse, year-round opportunities



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



GP3: Robust community services, and housing opportunities and for workers and residents



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 throughout Town. The Town needs to share its past by preserving character-rich structures and educating residents and visitors through programing and exhibits.

Goal 1.1: Create a positive entry experience at Summit Boulevard and Exit 203 that supports and enhances Frisco’s unique mountain town character.

- A. Enhance the Summit Boulevard corridor to reflect a cohesive community image. Emphasize a streetscape that includes lighting, multimodal enhancements, and signage.
 - *Potential action:* Actively engage CDOT in discussions regarding the community’s vision for Summit Boulevard.
- B. Improve community entrances through gateway redevelopment that is aesthetically appealing, inviting to visitors, and that reflects the history and vision of Frisco.
 - *Potential action:* Develop streetscape plans for the Summit Boulevard corridor.
- C. Encourage infill and redevelopment along Summit Boulevard that improves the aesthetic appeal, and supports an economically thriving corridor.
- D. Support the integration of workforce housing as part of future redevelopment efforts along Summit Boulevard through the potential intensification of land uses along the corridor.
 - *Potential action:* Revise regulations in the Gateway and Commercial Oriented zone districts to allow for increased bulk and massing at an appropriate scale.
 - *Potential action:* Evaluate and consider updates to existing development incentives to support Community Plan goals.
 - *Potential action:* Amend the Gateway- and Commercial-Oriented zone district development standards to allow for workforce housing, while maintaining high-visibility frontages for commercial uses.

Goal 1.2: Celebrate Main Street as the heart of the community, from the lake to the mountains.

- A. Enhance community entrances through West Main to create a gateway that is aesthetically appealing, inviting to visitors, and is an extension of the history and vision of Frisco.
- B. Improve the entry experience at West Main by creating a public amenity that highlights 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.
 - *Potential action:* Develop and implement streetscape plans (e.g., lighting, multimodal enhancements, bridge enhancements, signage) for West Main Street.

- C. Encourage infill and redevelopment that complements the character, scale, and massing of historic structures.
 - *Potential action:* Develop a Main Street Master Plan to guide development and plan for enhancement of this corridor.
- D. Preserve Frisco’s historic street grid to retain the character and walkability of the town core.
- E. Design and orient buildings to maintain historic development patterns along public rights of way.
- F. Ensure ground floor uses on Main Street create a balanced mix of uses that support a thriving commercial atmosphere. Housing should be located above the ground floor along Main Street, 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.
 - *Potential action:* Revise land use regulations to strengthen protection of historical structures.
- 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 residential 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. Invest in targeted improvements (e.g., trail connections, bike paths, sidewalks) that enhance the safety and quality of life of residents.
- C. Strive to create an appropriate balance of full-time residents, second homes, and short-term rentals to maintain a diverse and vibrant community.
 - *Potential action:* Review zoning and short term rental regulations on an annual basis to ensure neighborhood compatibility.

GP2 – A thriving 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. Locals and visitors shop 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 and support an engaged community, and healthy small businesses

Goal 2.1: Maintain a diverse and strong economy.

- A. Continue to attract and retain businesses that support and enhance Frisco’s tourism revenues, while also seeking to build upon entrepreneurship and new or emerging niches.
- B. Provide opportunities for a balanced mix of housing and services to support local businesses, employees, residents and visitors.
- C. As development and infill occurs, ensure that the Town’s overall mix of land uses remains aligned with community goals.
- D. Participate in regional and state economic development efforts that support a diverse economy.

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

- A. Support the retention and expansion of regionally-serving commercial and industrial uses.
- B. Protect the Light Industrial zone district from intrusion by other uses.
 - *Potential action:* Discourage rezoning from industrial to other uses.
- C. Encourage continued reinvestment in existing commercial centers.

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

- A. Create a positive business environment that encourages investment and expansion.
- B. Support efficient regulations and processes that foster a supportive business environment.
- C. Expand workforce housing options to support small businesses, and local employees.

GP3 – Robust government and community-based services, and housing opportunities for workers and residents.

Frisco is a place for people to live and work. Government and community-based services, such as adequate public infrastructure, child care, health services, and public safety, are integral to making Frisco a sustainable community for residents of all ages and incomes. Diverse housing options must be available to support the local workforce. These opportunities help businesses recruit workers, contribute to a tight-knit community, and ensure the year-round vitality of our economy.

Goal 3.1: Provide high quality public services to meet current needs and accommodate growth.

- A. Improve public infrastructure such as roads, sidewalks, transit, and municipal utilities to maintain high quality of life for the community.
- B. Plan for growth and change – Analyze existing operational levels and plan for efficient implementation of improvements.

Goal 3.2: Promote open communication and responsive governmental actions.

- A. Provide meaningful opportunities for residents, local businesses, and special interest groups to engage with Town staff and government officials and participate in decisions that impact the community.
- B. Encourage participation and representation in regional planning efforts for transportation, public health, and hazard mitigation.

Goal 3.3: Promote a balanced community through support for diverse and equitable housing options.

- A. Develop a diverse portfolio of workforce housing programs 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 with benchmarks, unit quality goals, and metrics (e.g., strive to house 60% of the local workforce within the Town).
- B. Stimulate the creation of workforce housing through town policies, incentives, and regulatory procedures.
 - *Potential action:* Evaluate the efficacy of existing regulatory incentives (e.g., bonus density, Accessory Dwelling Units) and explore additional options to support the advancement of workforce housing goals.
 - *Potential action:* Pursue zoning modifications to integrate workforce housing into commercial areas.
 - *Potential action:* Adopt workforce housing requirements for new developments.
 - *Potential action:* Capitalize on retaining existing housing for locals through a buy-down program as an alternative to new construction.
- C. Collaborate with community partners and the private sector to expand the reach of Frisco’s workforce housing efforts.
 - *Potential action:* Develop programs to 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 workforce housing options.
- D. Nurture relationships with non-profits that enhance the lives of residents and businesses.

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

Frisco is a small, compact town where schools, parks and trailheads, restaurants, shops, and other businesses are located in close proximity. 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.

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

- A. Update the Town’s comprehensive Multimodal Transportation Master Plan.
- B. Place a higher priority on bicycle and pedestrian options for moving around town.
 - *Potential action:* Adopt ‘complete street’ design standards that include safe and attractive multi-modal transportation options. Complete streets are streets designed and maintained to facilitate safe and efficient use for all users including pedestrians, bicyclists, and mass transit.
- 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.
 - *Potential action:* Complete the installation of diagonal parking and curb, gutter, sidewalk on the numbered avenues between Main Street and Granite/Galena.
- D. Establish traffic control, parking, and management protocols for special events/seasonal peaks.

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

- A. Improve the safety and efficiency of bicycle and pedestrian crossings and travel along Summit Boulevard.
- B. Ensure connections to Marina, the Peninsula Recreation Area, and local schools are safer and more efficient.
- C. Prioritize high-traffic corridors within the Central Core for the construction of more developed, urban streetscape.
 - *Potential action:* Develop and implement ‘complete street’ plans for Granite and Galena.
 - *Potential action:* Strengthen development requirements for pedestrian and bicycle connections.
- D. Enhance connections between neighborhoods and commercial areas, and the County-wide recreational pathway system.
 - *Potential action:* Prioritize implementation the 2017 Frisco Trails Master Plan.
 - *Potential action:* Continue to maintain the Town’s paved 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. Take a proactive role in planning and design for the SH 9 and I-70 interchanges and 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.

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 greatly enjoy 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.
 - *Potential action:* Create spaces for community gathering and promote social interaction, as appropriate for each park.
- 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

- E. Park facilities and amenities should utilize consistent visual cues (signage, site furnishings, and maintenance standards) to communicate public accessibility to users.

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

- A. Offer events to encourage more local participation to promote inclusion and build 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: Create opportunities and improve the quality of interaction with the natural environment.

- A. Enhance opportunities for passive enjoyment of open space and scenic areas.
- B. 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.).
- C. Ensure that tourism-driven recreation opportunities do not create negative impacts on the natural environment and surrounding community.
- D. 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, wildfires, avalanches, and floods are threats to Town resources that should be recognized and 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 United States Forest Service (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 wildlife conflicts and discourage activities with a negative impact on 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.

I hope Frisco

Get A Planning Commission Team Acting Enforcers
... MORE BIKE FRIENDLY CORSES

I hope Frisco Bigger Dismount Signs
I hope Frisco White Bike Biche to Marina
I hope Frisco Walking Mall Main St. in Summer
I hope Frisco Keep small kids out of park
I hope Frisco Keep small kids out of park

frisco
community
plan

envision our future

I hope Frisco

✓ Fantastic Frisco Dog Park!! ✓
Rework Granite Save the pocket park ✓
I hope Frisco never turn into a parking lot
I hope Frisco adds More Renewable Energy
I hope Frisco teaches/honors our past
I hope Frisco better cell service

I hope Frisco has more chickens!
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I hope Frisco has more chickens!

I hope Frisco HAS MORE CULTURE + ART
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Stops allowing cheap ugly building that crowd lots
I hope Frisco improves Music Center
I hope Frisco puts in Sidewalks All of Central Ave
I hope Frisco more bike/nordic trails
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I hope Frisco Gets better Equine@Pia/Sideways
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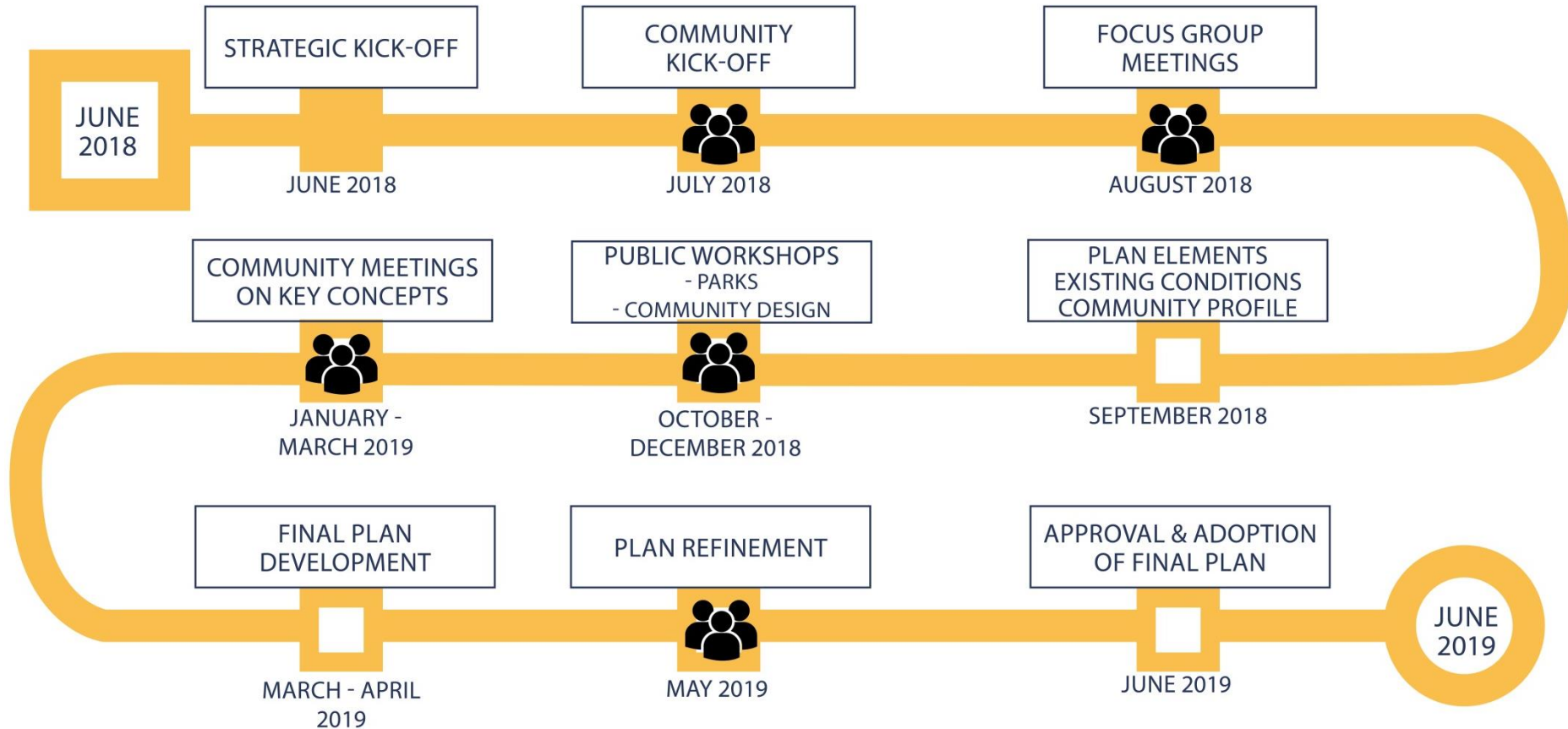
Town Council
Work Session
May 14, 2019

Agenda

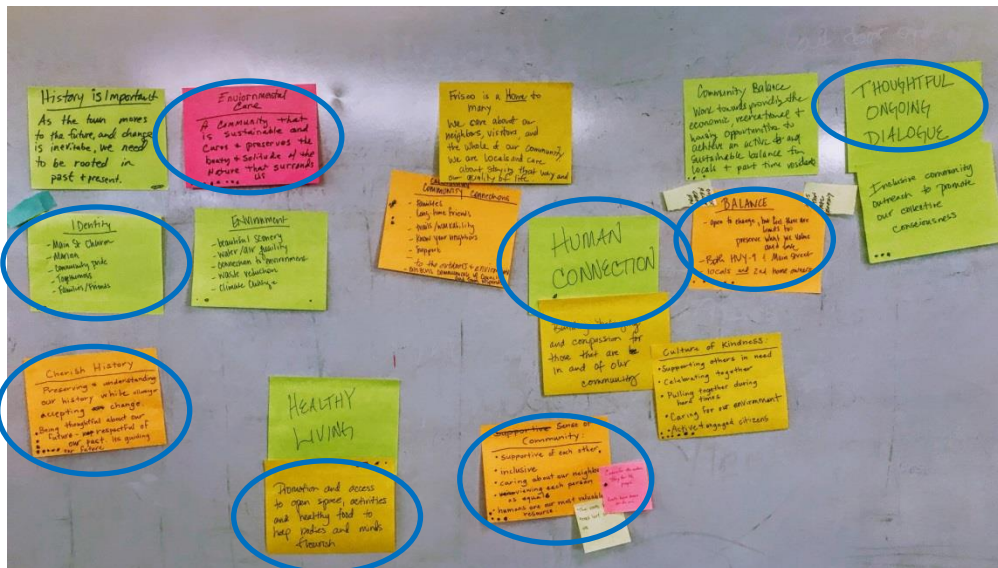


- Project Timeline
- Background Context
- Guiding Principles
- Policy Framework
- GP4 and GP5: Goals, Policies, & Actions
 - Community feedback (from latest public meeting)
 - Planning Commissioner feedback
 - Discussion
- Next steps

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



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

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



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



- Bicycle and pedestrian infrastructure
- Regional connections
- Safety and efficiency
- Parking
- Public transport and multi-modal options



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

Goal 4.1: Provide a safe and efficient multi-modal transportation system

- A. Update the Town's comprehensive Multimodal Transportation Master Plan.
- B. Place a higher priority on bicycle and pedestrian options for moving around town.
 - *Potential action:* Adopt 'complete street' design standards that include safe and attractive multi-modal transportation options. Complete streets are streets designed and maintained to facilitate safe and efficient use for all users including pedestrians, bicyclists, and mass transit.
- 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.
 - *Potential action:* Complete the installation of diagonal parking and curb, gutter, sidewalk on the numbered avenues between Main Street and Granite/Galena.
- D. Establish traffic control, parking, and management protocols for special events/seasonal peaks.



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

Planning Commissioner comments on Goal 4.1. C:

- *Consider the idea of on-street parking, or overnight parking for local employees and residents with a permit or pass purchased from the Town.*
- *Consider directing bus users headed to Copper for the day to park in specific lots in order to encourage people to begin and end their ski day in Frisco and support local businesses.*



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



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

- A. Improve the safety and efficiency of bicycle and pedestrian crossings and travel along Summit Boulevard.
- B. Ensure connections to Marina, the Peninsula Recreation Area, and local schools are safer and more efficient.
- C. Prioritize high-traffic corridors within the Central Core for the construction of more developed, urban streetscape.
 - *Potential action:* Develop and implement ‘complete street’ plans for Granite and Galena.
 - *Potential action:* Strengthen development requirements for pedestrian and bicycle connections.
- D. Enhance connections between neighborhoods and commercial areas, and the County-wide recreational pathway system.
 - *Potential action:* Prioritize implementation of the 2017 Frisco Trails Master Plan.
 - *Potential action:* Continue to maintain the Town’s paved recreational pathway system.
- E. Explore Frisco Flyer-type shuttle for around town movement.



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

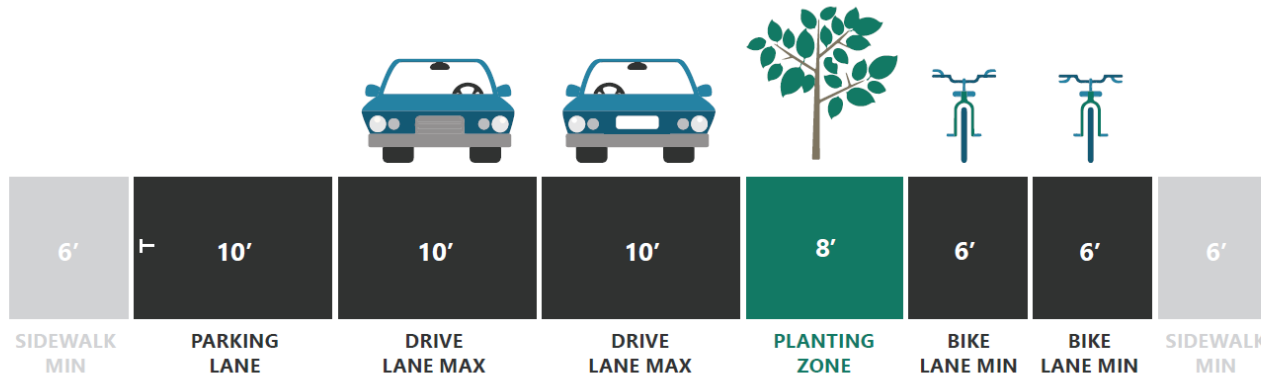
Planning Commissioner comments on Goal 4.2:

- *Biking and pedestrian mobility should be year-round.*
- *Main Street should be shared with bikes. Sharrows should be relocated to middle of travel lane.*
- *Exploration of Frisco-flyer should be focused on more frequent service, located in closer proximity to residential areas.*



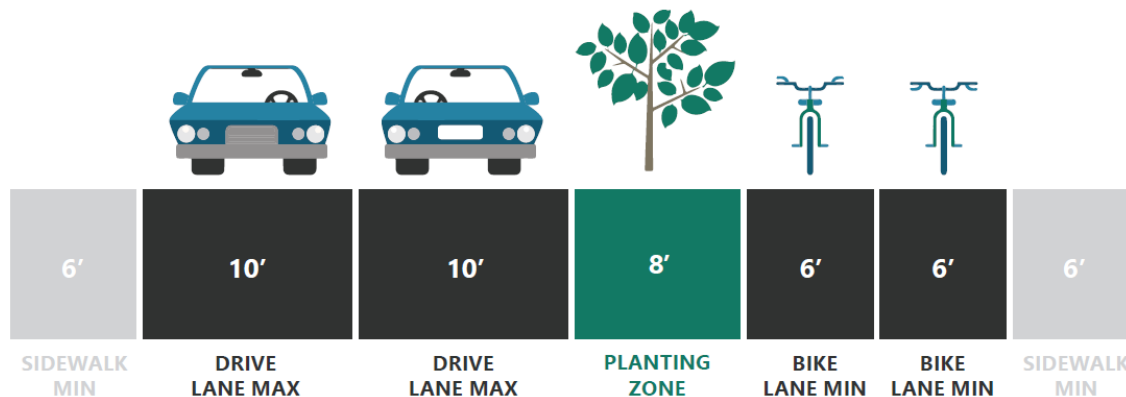
GP4: A well-connected, multi-modal transportation network that encourages active uses

Granite Street – Between Madison and 4th Avenue



Right of Way is 80 feet. Concept shown is 62 feet.

Granite Street – Between 4th and 7th Avenue



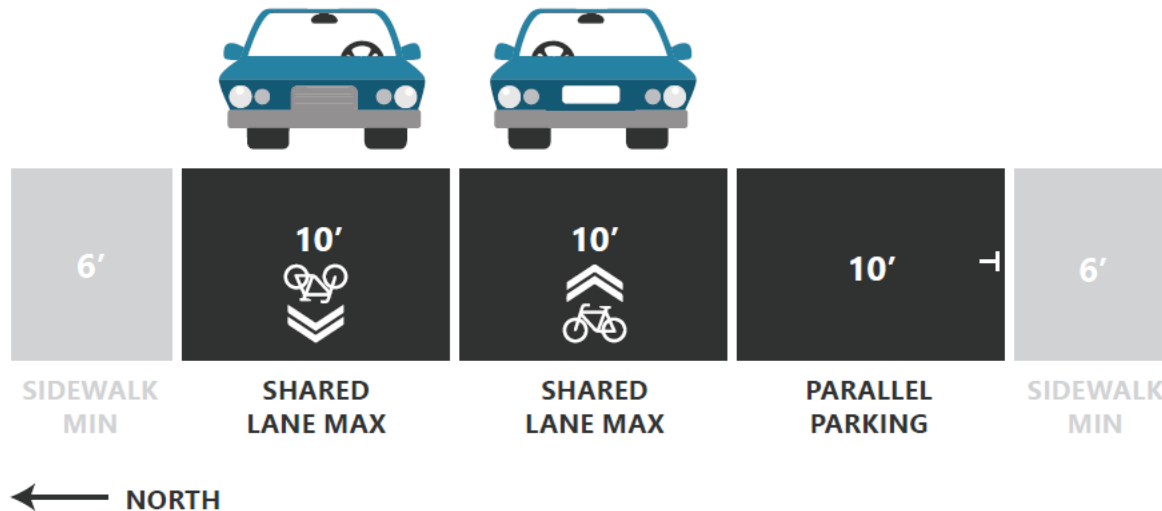
← NORTH

Right of Way is 80 feet. Concept shown is 52 feet.



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

Galena Street



Right of Way is 80 feet. Concept shown is 42 feet.

Planning Commissioner comments on cross section:

- *Bike lane should be provided on northern edge of ROW, with sidewalks and diagonal parking on the southern edge of the ROW.*



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

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

- A. Take a proactive role in planning and design for the SH 9 and I-70 interchanges and 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.

Planning Commissioner comments:

- *The Town should take a stronger role in regional planning for the I-70 and SH 9 corridors.*

movement.

GOAL 4.3: CONTINUE TO EXPAND REGIONAL TRANSPORTATION OPTIONS FOR FRISCO RESIDENTS AND VISITORS

- Strengthen Frisco's voice in regional planning efforts for the SH 9 and I-70 Corridors - develop.
- Collaborate with Summit County, CDOT, Copper Mountain, and others to maintain/increase the frequency of Summit Stage, Busstang, Greyhound and others.
- Ensure connections to Marina and PRA are safer and more efficient.

How well do the goals and preliminary policy directions for GP4 align with your vision for Frisco ("1- not well at all" to "5 - very well")? Place your mark below to indicate where you land on the scale.

1 — 2 — 3 — 4 — 5

frisco community plan

Handwritten notes on sticky notes:

- Syncronize the traffic lights on Summit Blvd. How can we deal with traffic metrics on I-70?
- We need to take a proactive role in regional planning efforts for the SH 9 and I-70 Corridors - develop.
- How well do the goals and preliminary policy directions for GP4 align with your vision for Frisco ("1- not well at all" to "5 - very well")? Place your mark below to indicate where you land on the scale.
- How well do the goals and preliminary policy directions for GP4 align with your vision for Frisco ("1- not well at all" to "5 - very well")? Place your mark below to indicate where you land on the scale.



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



- Parks, trails, and open space
- Year round activities
- Active and healthy lifestyles
- Trail access and connectivity



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



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.
 - Potential action - Create spaces for community gathering and promote social interaction, as appropriate for each park.
- 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
- E. Park facilities and amenities should utilize consistent visual cues (signage, site furnishings, and maintenance standards) to communicate public accessibility to users.



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



Planning Commissioner comments on Goal 5.1:

- *Public trails should be signed with consistent visual clues to guide use and parking.*
- *Existing public access easements should be promoted and better utilized for alternative access.*



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

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

- A. Offer events to encourage local participation and build 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.



Planning Commissioner comments on Goal 5.2:

- *Better coordination with Summit County and neighboring towns for safer and more efficient mobility during special events.*



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

Goal 5.3: Create more opportunities and improve the quality of interaction with the natural environment

- A. Enhance opportunities for passive enjoyment of open space and scenic areas.
- B. 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.).
- C. Ensure that tourism-driven recreation opportunities do not create negative impacts on the natural environment and surrounding community.
- D. Take advantage of existing easements to increase and improve public access to Tenmile Creek.



Planning Commissioner comments on Goal 5.3:

- *Collaborate with Summit County on open space initiatives to promote trail access and cohesive open space efforts.*
- *More interpretive signage at trailheads and in parks to educate users.*

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*



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: MAY 14, 2019

Public Information: The Marketing and Events Department has been working in collaboration with Community Development on outreach supporting the Parks Master Plan and the four park-side meetings scheduled for May. Social media posts (Twitter), social media ads (Facebook and Instagram), in-park posters (at all four parks), Summit Daily ads, a new webpage on the Frisco Gov website at FriscoParks.com, meeting listings on the Frisco Gov website, e-newsletters and media outreach/release have all been strategies in this effort to engage Frisco residents, in order to secure feedback and ideas regarding the future of Frisco's parks.

Destination PR/Media Coverage:

- Channel 4's Matt Kroschel covered the "[Big Dig](#)" and the Marina's Touch a Truck event.
- Several Frisco restaurants and breweries are included in Eater's guide of "[Where To Eat and Drink in Summit County, Colorado](#)." It's written by 5280's former food editor and now Summit County resident, Amanda Faison. Eater Denver receives 160,650 unique monthly visitors.
- The Town of Frisco hosted a media BBQ preview event on Wednesday, May 1 in partnership with Frisco's PR company (B PR), Media from 5280, 303 Magazine, The Denver Post, Simplemost, DiningOut and more attended the event with many already confirming stories that they plan to run in the lead up to the BBQ Challenge. The event was hosted by Proud Souls BBQ & Provisions in Denver with Outer Range, HighSide, Breckenridge Distillery (bartender on site) and five BBQers (onsite and cooking) contributing to the effort.



Special Events: Frisco hosted the annual Easter Egg Hunt on Frisco Main Street on April 21 drawing approximately 400 children to search for 6,000 Easter eggs. Volunteers and staff added 4,000 notes of kindness to eggs in English and Spanish, reminding children to be kind and share.

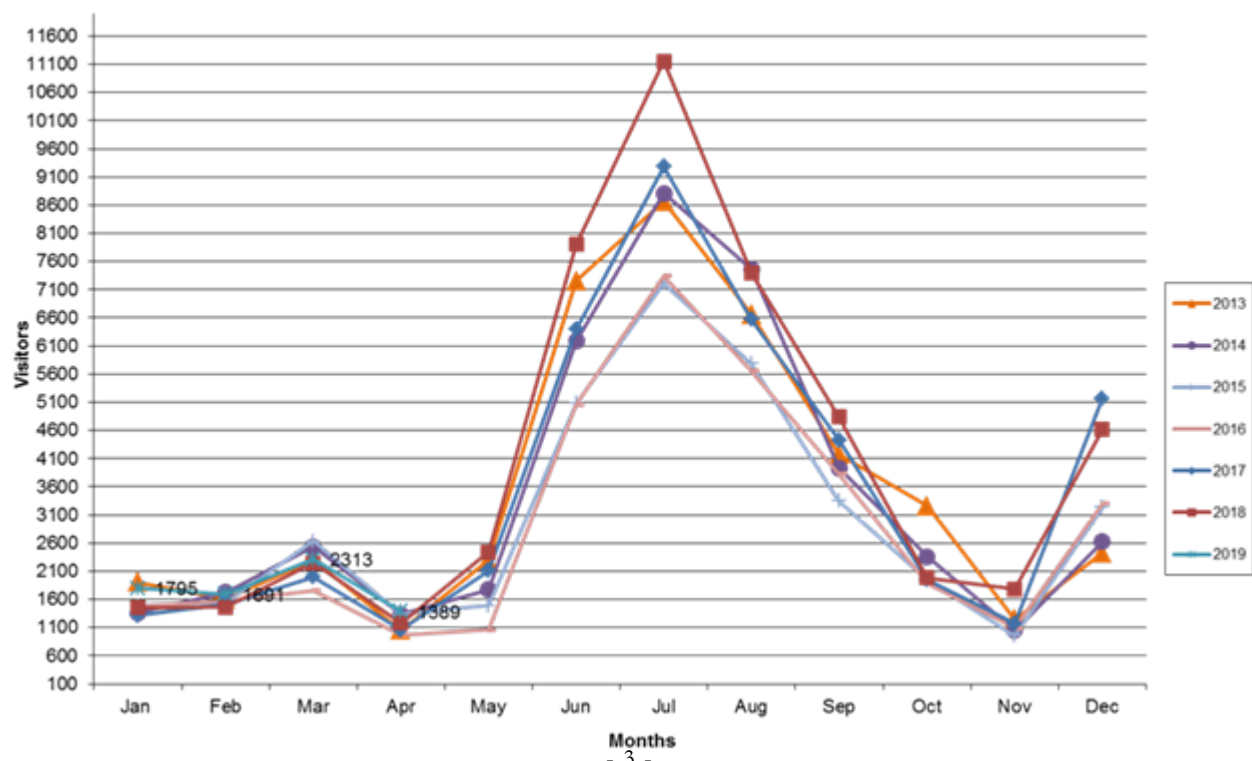


Photo Eli Pace/Summit Daily

Frisco/Copper Visitor Information Center: Visitor Information Center numbers for April 2019:

- The Information Center saw 1,389 visitors in April 2019 (1,176 in April 2018).
- The Information Center answered 104 phone calls in April 2019 (156 in April 2018).
- Public computer use- 17 in April 2019 (28 in April 2018)
- Restroom usage
 - Men's restroom usage April 1-30, 2019: 1,901
 - Women's restroom usage April 1-30, 2019: 1,859
- Water bottle pledge and giveaway- 122 for the month of April at the Visitor Information Center.
- The Frisco/Copper Visitor Information Center sold \$73,449 in Copper Mountain lift tickets to 504 customers during the 2018/19 winter season. The Visitor Center was the only offsite ticket seller for Copper Mountain in Summit County this winter, and it will continue that way for future ski seasons. This is a continuation of the partnership between Frisco and Copper to memorialize that "Frisco is Copper's town and Copper is Frisco's mountain". Strategically, it also serves to bring visitors to the heart of Frisco Main for a closer look.
- Guest comment highlights: "Thanks for hospitality and H2O bottles", "Wonderful hospitality", "Looking forward to the Museum", "Very nice lady who works here", "Beautiful & small - love it", "Muy bien", "Great place to explore", "Very clean and relaxing"

Walk in Visitors 2013-2019



Report Criteria:

Business.License status = "Active"

Business.Year opened = "April 2019"

Business Owner.Sequence number = 1

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
In	CBIZ MHM	CBIZ MHM	610 Main Street Unit 11	Frisco	303-468-8914	Retail - Office
In	Summit County Realty & Manage	Summit County Realty & Management	101 West Main Street Unit 206C	Frisco	970-468-0883	Realty
Out	AG Handyman Services	Agee, Devin	28 Lakeview Avenue	Silverthorne	970-333-1548	Retail - HomeImprove
Out	All American Heating	Harrill, Mark	45 Frontage Road	Fairplay	970-453-6640	Retail - HomeImprove
Out	AllPoints Foodservice Parts & Sup	Rojas, James	607 West Dempster Street	Mount Prospect	702-876-0667	Retail - General
Out	Altec Industries	Altec Industries	210 Inverness Center Drive	Birmingham	205-991-7733	Retail - Automotive
Out	Applejack Wine & Spirits	Shpall, James	3320 Youngfield Street	Wheat Ridge	303-233-3331	Retail - Liquor
Out	Aries Construction	Lierheimer, Chris	30013 Hiltop Drive	Evergreen	303-588-0863	Retail - HomeImprove
Out	Backcountry Mechanical	Backcountry Mechanical	294 Regal Circle	Blue River	970-402-1306	Retail - HomeImprove
Out	Cooks Construction	Cook, Aaron	705 Frisco Street Apartment B	Frisco	970-404-2821	Retail - HomeImprove
Out	Dolan Northwest	Dolan Northwest	1919 NW 19th Avenue	Portland	503-972-5205	Retail - HomeImprove
Out	EMW Carpets & Furniture	Helmstedter, Eric	2141 South Broadway	Denver	303-744-2754	Retail - HomeImprove
Out	FFL Brands	FIUS Distributors	2125 32nd Street	Boulder	303-572-5000	Retail - Office
Out	From You Flowers	From You Flowers	143 Mill Rock Road East	Old Saybrook	860-701-4127	Retail - Gifts
Out	Fully LLC	Fully LLC	117 SE Taylor Street Suite 301	Portland	503-477-7729	Retail - Furnishings
Out	Heska Corporation	Heska Corporation	3760 Rocky Mountain Avenue	Loveland	970-493-7272	Health/Beauty
Out	Hitouch Business Services	Hitouch Business Services	500 Staples Drive	Farmingham	508-253-5000	Retail - Office
Out	Hugo Gonzalez Framing Services	Gonzalez, Hugo	169 Pike Peak Place	Dillon	970-471-2148	Retail - HomeImprove
Out	KA Mechanical	Hege, Tony	240 Meadow Drive	Dillon	970-485-4901	Retail - HomeImprove
Out	Maharam Fabric Corporation	Maharam Fabric Corporation	74 Horseblock Road	Yaphank	631-851-3266	Retail - General
Out	Quality Custom Contracting	Booth, Marty	1887 Territory Circle	Parker	303-419-6785	Retail - HomeImprove
Out	Rapid Displays	Rapid Displays	4300 West 47th Street	Chicago	773-927-5000	Retail - General
Out	Red Rock Contracting	Maday, Anthony	1005 County Road 372	Parshall	970-531-4856	Retail - HomeImprove
Out	Rocky Mountains Distributing	The Melokai Group	2580 South Tejon Street	Englewood	303-825-0171	Restaurant
Out	Rosebud Excavating	Rose, John	53120 Highway 9	Alma	970-389-0905	Retail - HomeImprove
Out	Spotify USA	Spotify USA	150 Greenwich Street Floor 62	New York	713-979-8015	Retail - General
Out	Summit Kitchen & Bath Outlet	Johnson, Gregory	555C Adams Avenue	Silverthorne	970-513-6587	Retail - HomeImprove
Out	Summit VIP LLC	Summit VIP LLC	316 Miners Loop	Silverthorne	970-778-1009	Services
Out	Superior Heating and Air Conditio	LeFebvre, Robert	250 Bryant Street	Denver	303-885-5505	Retail - HomeImprove
Out	Ten Mile Framing & Remodel	Kapchinkske, Matthew	129 Ore Lane	Fairplay	970-485-5209	Retail - HomeImprove
Out	Tundra Restaurant Supply	Rojas, James	3825 Walnut Street Unit E	Boulder	888-388-6372	Retail - General
Out	Weber Enterprises	Weber, Ryan	6644 Barton Road	Breckenridge	314-359-1374	Retail - HomeImprove

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
APRIL 23, 2019**

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

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

Absent: Jessica Burley

Public Comment:

There was no public comment.

Council Comment:

There was no Council comment.

Consent Agenda:

- Minutes April 9, 2019 Meeting
- Warrant List
- Purchasing Cards
- GOCO Grant Support Letter for the GAP Project Underpass

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

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

New Business:

Agenda Item #1: New Fermented Malt Beverage License - Vitamin Cottage Natural Food Markets Inc dba Natural Grocers STAFF: DEBORAH WOHLMUTH 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

Town Clerk Deborah Wohlmuth stated that this application is for a new Fermented Malt Beverage liquor license for Vitamin Cottage Natural Foods Markets, Inc. dba Natural Grocers

located at 970 North Ten Mile Drive. Applicants Vitamin Cottage Natural Food Markets, Inc., Kemper Isely, Zephyr Isely, and Heather Isely have filed the necessary paperwork and posted the premise in accordance with the Colorado Liquor Code. Further, notice of this application was published in a newspaper of general circulation on April 12, 2019 pursuant to statutory requirements. Pursuant to Colorado Revised Statutes, no fingerprints or addition background investigation forms are required as the applicant has a Masterfile on record with the State. Effective June 4, 2018, CRS 44-3-301(12)(a.5)(I) provides direction that licensing authorities shall not issue a new FMB license if the retail license is located within five hundred feet of a retail liquor store. The proposed location is not within five hundred feet of any existing retail liquor store. Mayor Wilkinson opened the public hearing at 7:06 p.m. The manager, Petition Company, and attorney Bob Dill on record spoke in support of the petition. There being no further public comment, Mayor Wilkinson closed the public hearing at 7:07 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE THE ISSUANCE OF A NEW FERMENTED MALT BEVERAGE LIQUOR LICENSE FOR VITAMIN COTTAGE NATURAL FOODS MARKETS, INC. DBA NATURAL GROCERS LOCATED AT 970 NORTH TEN MILE DRIVE., ON THE BASIS OF THE FOLLOWING FINDINGS: THAT THE AUTHORITY (1) HAS REVIEWED THE NEIGHBORHOOD UNDER CONSIDERATION AND FINDS IT TO BE THE TOWN OF FRISCO AS A WHOLE; (2) HAS CONSIDERED THE DESIRES OF THE INHABITANTS OF THE NEIGHBORHOOD AND FINDS THAT THE INHABITANTS DESIRE AN ADDITIONAL ESTABLISHMENT THAT SERVES LIQUOR; (3) HAS REVIEWED THE NEEDS OF THE NEIGHBORHOOD FOR THE OUTLET AND FINDS THAT THE NEEDS OF THE NEIGHBORHOOD ARE NOT MET BY THE EXISTING OUTLETS; (4) HAS REVIEWED THE LOCATION OF THE PROPOSED ESTABLISHMENT AND FINDS THAT IT IS NOT LOCATED WITHIN 250 FEET OF ANY SCHOOL OR COLLEGE CAMPUS; (5) HAS REVIEWED THE QUALIFICATIONS OF THE APPLICANT AND, PURSUANT TO THE REQUIREMENTS OF THE FRISCO CODE AND COLORADO STATUTES, FIND THE APPLICANT TO BE QUALIFIED TO OBTAIN A FERMENTED MALT BEVERAGE LIQUOR LICENSE FOR VITAMIN COTTAGE NATURAL FOODS MARKETS, INC. DBA NATURAL GROCERS. SECOND, COUNCIL MEMBER SHANER. VOTE:

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

Agenda Item #2: Resolution 19-18, Adopting Community Climate Action Plan: Strategies for a Sustainable Future STAFF: JOYCE ALLGAIER 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

Community Development Director Joyce Allgaier stated that Council approved a \$25,000 allocation to High Country Conservation Center for their assistance and support in the drafting of a regional Climate Action Plan. The Plan is the product of the Summit Climate Action Collaborative, a group of communities, businesses, and organizations who funded and provided input on the plan. A steering committee, along with several expert groups provided direction, gave technical advice, and developed goals and action strategies. The goal of the plan is Reduce Countywide Emissions 50% by 2030 and 80% by 2050, Below a 2005 Baseline focusing on: 1) Renewable Energy – Reduce emissions from electricity use 100 percent by

2035; 2) Building Energy – Reduce emissions from building energy use 21 percent by 2030 and 36 percent by 2050; 3) Transportation – Reduce emissions from transportation 25 percent by 2030 and 91 percent by 2050; 4) Waste – Reduce emissions from waste 50 percent by 2030 and 90 percent by 2050; 5) Forests – Maintain forest cover in Summit County and improve forest resilience to climate impacts; and 6) Community Engagement. Adoption of the Climate Action Plan aligns with the Council’s identified strategic priorities to take action on climate change. The proposed actions are staff’s recommended methods to implement the Climate Action Plan. Jen Schenk with HC3, provided an overview of the Plan. Mayor Wilkinson opened the public hearing at 7:23 p.m. Frisco resident Dave Owens spoke in support of the resolution. There being no further public comment, Mayor Wilkinson closed the public hearing at 7:22 p.m.

MOTION: COUNCIL MEMBER SHERBURNE MOVED TO APPROVE RESOLUTION 19-18, A RESOLUTION ADOPTING THE 2019 SUMMIT COMMUNITY CLIMATE ACTION PLAN FOR THE TOWN OF FRISCO. SECOND, COUNCIL MEMBER MORTENSEN. VOTE:

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

Adjourn:

There being no further business, the meeting adjourned at 7:27 p.m.

Respectfully Submitted,

Deborah Wohlmuth, CMC
Town Clerk



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER
RE: MINOR AMENDMENTS TO THE ISLAND GRILL CONCESSIONAIRE CONTRACT AND LEASE AGREEMENT FOR FOOD AND BEVERAGE SERVICES AT THE FRISCO BAY MARINA
DATE: MAY 14, 2019

Summary: The Island Grill concessionaire contract and lease agreement for food and beverage services at the Frisco Bay Marina was approved by Town Council on March 12, 2019. The attorney representing the Island Grill proposed some changes to the agreements after the March 12th Council meeting. These proposed changes have been reviewed by staff and Thad Renaud, Town Attorney, as well as the attorney representing the Island Grill. Two new contracts are attached.

Background: In 2005, Council approved the Frisco Bay Marina Concessionaire Agreement with the Island Grill. The agreement set the terms and conditions under which the Island Grill was to operate as the seasonal food and beverage concessionaire for the Frisco Bay Marina. Concurrently, Council also approved a Lease Agreement with the Island Grill which provided the terms and conditions for use of the Town's property in connection with the food and beverage operation.

The Island Grill opened for business during the 2005 season while, at the time, the food and beverage building was still under construction. On April 10, 2007, the Town approved the First Amendment to the Frisco Marina Concessionaire Agreement and Lease. It amended the renewal provisions, operating fees and other requirements as a result of building construction delays. A Second Amendment was approved in 2008 to renew the term to September 30, 2013, extend the operating hours to include Memorial Day and re-allocate janitorial services costs. A third amendment was approved in 2013 to renew the term to September 30, 2018. The term of this agreement was for five (5) successive one year renewal terms.

The agreement approved on March 12, 2019, is for a seasonal term of May 28, 2019, to September 30, 2019, with five (5) successive one year renewal terms until September 30, 2024. The agreements can be terminated by either party provided notice is given prior to the end of the initial term or any renewal term. The agreements include verbiage to address the implementation of the Marina Master Plan and the construction of new facilities. Council may decide to solicit competitive bids for the food and beverage services at the time a new facility is proposed. The owners of the Island Grill are aware that Council may decide to solicit such competitive bids at a future date.

The changes to the agreements are “minor amendments” according to Mr. Renaud and include minor verbiage changes, clarifying DRReC fees and responsibilities, payment due dates, and termination verbiage.

Staff Analysis: The Island Grill is operated and managed by Bobby Kato and Doug Sakata. Since 2005, the Island Grill has cooperated with and participated in Town activities at the Marina and continues to meet all of the standards set forth in the Concessionaire and Lease Agreements. Their required reports and fees have been remitted to the Town in a timely manner. The Island Grill offers weekly entertainment and changes their menu to continue to enhance the venue.

Mr. Kato and Mr. Sakata have a specialized understanding of the facility, an ability to operate the business in a professional and efficient manner, and a positive reputation in Frisco and Summit County. They are both a positive influence and contributor to the success of the Frisco Bay Marina.

The proposed amendment is for a seasonal term of May 28, 2019, to September 30, 2019, with additional five (5) successive one year renewal terms, until September 30, 2024. The terms of the agreement are consistent with the prior agreement that expired in 2018. The proposed changes have been reviewed and accepted or reviewed and denied by both Mr. Renaud and the attorney representing the Island Grill.

Recommendation: On that basis, staff recommends the Town Council approve the Frisco Bay Marina Island Grill Concessionaire Contract and Lease Agreement for Food and Beverage Services.

Financial Impact: Through the annual food and beverage concessionaire agreement between the Town and the Island Grill, the Town of Frisco received \$48,635 in revenue in 2016, \$53,391 in 2017, and \$50,660 in 2018. Concessionaire revenue for food and beverage service is budgeted in 2019 in line item 90-9000-3479 for the amount of \$45,000. The marina operates as an enterprise fund and revenues are generated to offset expenses. Approval of this concessionaire contract and lease agreement will help generate such budgeted revenues for 2019 and beyond.

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

Nancy Kerry, Town Manager - Approved

Bonnie Moinet, Finance Director - Approved

FRISCO BAY MARINA CONCESSIONAIRE AGREEMENT

This Frisco Marina Concessionaire Agreement and License (this “Agreement”) is made and entered into this 14th day of May, 2019, by and between The Island Grill, Inc., a Colorado corporation d/b/a The Island Grill, (“Concessionaire”) and the Town of Frisco, a Colorado home rule municipal corporation (“Frisco”).

WHEREAS, the Frisco Bay Marina (the “Marina”) is a facility proudly operated by Frisco pursuant to a special use permit (the “Permit”) from the Dillon Reservoir Recreation Committee (“DRReC”) and a lease (the “Denver Water Lease”) from the City and County of Denver acting by and through its Board of Water Commissioners (“Denver Water”); and

WHEREAS, Frisco operates the Marina, including the provision of boat slips and launching, trailer storage, marketing, winterizing and winter storage but wishes to contract out the provision of certain other services; and

WHEREAS, it is the goal of the Frisco Town Council to provide visitors and citizens with a quality food and beverage at the Marina; and

WHEREAS, Concessionaire provides food and beverage services and facilities.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, Concessionaire and Frisco hereby agree as follows:

1. Food and Beverage Services and Facilities Concessionaire shall have the right and obligation to provide food and beverage services and facilities to the public at the Marina (hereinafter the “Food and Beverage Operations” or the “Operations”), under the terms of this Agreement.

2. Service Standards. Concessionaire agrees that in conducting its Operations, it shall adhere to the following service standards adopted by the Frisco Town Council. Concessionaire shall:

(a) do nothing to jeopardize, and shall always act in compliance with, the Permit and the Denver Water Lease;

(b) operate in accordance with all applicable state and local government food service regulations, and in a professional manner and provide quality service and equipment to all users;

(c) ensure that the Operations are conducted in a timely manner, including but not limited to being open for business during posted operating hours, which operating hours shall include lunch and dinner/happy hour service seven days per week during the period of each year within the Term of this Agreement (defined in paragraph 6(c) below) in which the Marina is open for business, with such period generally being from the Saturday of Memorial Day weekend to September 7 of each year (such periods being described herein, respectively, as the “Summer of 2019 Operating Season,” the “Summer of 2020 Operating Season,” the “Summer of 2021 Operating Season,” the “Summer of 2022 Operating Season,” the “Summer of 2023 Operating Season,” and the “Summer of 2024 Operating Season,” and individually as an “Operating Season”);

(d) ensure that its employees provide courteous and friendly service to all patrons without regard to age, race, color, sex, sexual orientation, disability, religion or political affiliation;

(e) work cooperatively with and support Frisco and DRReC whenever appropriate with respect to mutually beneficial programs;

(f) maintain any portion of the Marina that it uses in a generally good appearance, keeping it clean, tidy and free of debris in order to project a professional image at all times and maintain all equipment in properly functioning order, and;

(g) abide by any parking restrictions at the Marina, both for concessionaire-owned vehicles and those vehicles belonging to employees of concessionaire, to allow for the orderly flow of traffic throughout the Marina; and

(h) uphold and support applicable programs and policies of Frisco, including the 2018 Frisco Bay Marina and Waterfront Park Master Plan, while serving as a representative of Frisco.

(i) maintain operating standards as written in this Agreement while understanding that substantial portions of the 2018 Frisco Bay Marina and Waterfront Park Master Plan will likely be implemented and, as such, the entire Marina, and various parts thereof, will be under construction during the Terms of this Agreement.

(i) uphold Town of Frisco's policies to operate sustainably, and utilize such equipment, standards, and materials to best reduce, reuse, and recycle all cutlery and related food service items.

These standards of service shall hereinafter be referred to as the "Service Standards".

3. Term, Possession and Interest. The term of this Agreement (the "Term of this Agreement") shall be from the date first written above to September 30th 2019. Thereafter the term of this agreement will be renewed for five (5) successive one year renewal terms unless, not less than 30 days prior to the end of the initial term or any renewal term, the Concessionaire or the Town provides written notice to the other party of its desire to terminate this Agreement, which notice shall cause this Agreement to terminate at the end of the then-current term or renewal term. The initial term of this Agreement together with any automatic renewal term of this Agreement is referred to herein as the "Term of this Agreement."

Concessionaire understands and agrees that, if it is determined by the Town Council that a new food and beverage service facility will be established at the Marina, either as a replacement or as a supplement to the facility provided for in this Agreement and in the Lease Agreement (as defined below), then the Town shall determine, in its sole discretion and in accordance with applicable law, whether to seek competitive proposals for the operation of some or all food and beverage service facilities within the Marina.

The portion of the Marina provided by Frisco for use by Concessionaire (the "Leased Premises") shall be as described in that certain Frisco Bay Marina Food and

Beverage Concessionaire Lease (the "Lease Agreement") Concessionaire shall not use the leased premises for any use or purpose other than as expressly provided in this Agreement or the Lease Agreement.

4. Payments by Concessionaire.

(a) Reporting Requirements.

(i) Before 5 p.m. on the first Monday of each month during the term of this Agreement, Concessionaire shall submit to the Town of Frisco's Finance Director a report of Concessionaire's gross revenues collected during the previous month from its Operations and any retail sales allowed under this Agreement ("Gross Revenues Collected"). Concessionaire shall include with each report a signed statement affirming the completeness and accuracy of such report. Such statement may be prepared and certified to be true and correct by Concessionaire's bookkeeper; provided, however, that if the Finance Director has a reasonable objection to the use of Concessionaire's bookkeeper to prepare such statement, Concessionaire will engage an independent certified public accountant or other qualified person acceptable to the Finance Director to prepare and certify such statement.

The Finance Director shall have the right at any time upon 15 days' written notice to audit all of the books of account, bank statements, documents, records, returns, papers and files of Concessionaire relating to Gross Revenues Collected from operations at the Frisco Bay Marina. Concessionaire, on the 16th day after written notice of the request to audit, shall make all such documents available for examination at the main offices of the Town of Frisco.

If Town determines after an audit that the Gross Revenues Collected for any reporting period as shown by Concessionaire's report(s) have been understated by more than three percent (3%), Concessionaire shall pay to Town the cost of such audit, the amount of any deficiency and interest, at the rate of 1.5% per month, on such amount. The Town's right to perform such an audit shall expire three (3) years after Concessionaire's certified reports have been delivered to the Town.

If the audit conducted by the Finance Director shows that the Concessionaire's Gross Revenues Collected reports have been understated more than three percent (3%), Concessionaire shall have the right to have an independent audit conducted at its expense. Such audit shall be completed within thirty (30) days from the date Concessionaire is notified of the results of the Finance Director's audit. The Finance Director and the independent auditor shall attempt to reconcile any discrepancies between the two audits. If the Finance Director and the independent auditor are unable to reconcile any such discrepancies, either party may enforce its right or remedies under this section by appropriate judicial action as provided by law.

Concessionaire expressly agrees that Finance Director may inspect any sales tax return or report and accompanying schedules and data which Concessionaire may file with Town pursuant to the Town's Retail Sales Tax Ordinance and Concessionaire waives any claim of confidentiality which it may have in connection therewith.

(b) Operating Fees.

(i) Concessionaire shall pay 10% of all gross revenues collected (the "Operating Fee") to Frisco.

(ii) On or before the 20th of each month, Concessionaire shall pay to Frisco the Operating Fee that accrued during the immediately previous operating month. Non-payment of the Operating Fee shall constitute a material breach of this Agreement for which Frisco may terminate this Agreement pursuant to Section 8 herein

5. Concessionaire's Specific Responsibilities. Concessionaire shall be responsible for the following:

(a) *Generally.* Concessionaire shall monitor its Operations, meet monthly with Frisco staff to assure continued coordination of activities, and work toward the accomplishment of Frisco's Service Standards. Concessionaire shall designate a person to serve as the primary contact with Frisco. Until such designation is changed in writing, Doug Sakata shall be such contact.

(b) *Safety.* In addition to undertaking such safety measures as are normal and customary in the food service industry, Concessionaire shall provide any safety measures reasonably required by Frisco from time to time.

(c) *Daily Operation.* During the Term of this Agreement, Concessionaire shall schedule its Operations for lunch dinner/happy hour services seven days per week during the Marina operating season. The length of the daily services also may be longer or shorter depending on weather conditions, at Concessionaire's discretion, and reservations may be taken at various hours outside these daily hours of operations for catering or other special events. Concessionaire shall be available by phone at all other times to accommodate Concessionaire's customers and shall make such phone number available to the Marina Staff.

(d) *Financial records.* Concessionaire shall maintain complete and accurate financial records and information with respect to its Operations and shall retain all such records and information for no less than three years from their date of origination. Concessionaire shall make such records and information available for inspection by Frisco upon request.

(e) *Permits.* Concessionaire is responsible for obtaining all permits required by DRReC, Fire Department, Health Department, and any other governing agencies. Concessionaire shall provide proof of such permitting to the Finance Director for the Town of Frisco prior to commencing Operations for the Term of this Agreement.

(f) *Janitorial Services and Trash Removal* Concessionaire shall provide at its sole cost and expense: (1) daily janitorial services for the Leased Premises and any other portion of the Frisco Bay Marina that is used by concessionaire from time to time in connection with its food and beverage operations; (2) regular trash removal for waste created in connection with food and beverage operations. Concessionaire is encouraged to engage in the recycling of waste so created. (3) Concessionaire shall pay to Frisco 66.66% of the cost incurred by Frisco for daily janitorial services and supplies for the public restrooms at the Frisco Bay Marina.

(g) *Premises.* The Concessionaire shall provide, at its sole cost and expense, all furnishings, fixtures and equipment necessary or desirable to effectively provide its Food and Beverage Operations within the Leased Premises, including but not limited to restaurant and bar furniture, fixtures and equipment, a register, credit card system and telephone lines; provided, however, that Frisco shall provide a walk-in cooler, fire suppression system, and bar tops for the facility.

(h) *Sponsorship of Town Events* Concessionaire shall support at least four Town-sponsored special events at the Frisco Bay Marina each calendar year. Such support shall consist of the provision of food and beverage services to the Town on an at cost basis for such events, with the details of such services to be negotiated on a case by case basis. In cases where the Concessionaire will receive special promotional exposure as a result of a Town-sponsored special event, the Town may negotiate with Concessionaire for the provision of food and beverage services on a below cost basis. The dates of the Town-sponsored special events to be supported by Concessionaire pursuant to this subsection shall be negotiated in good faith between the parties and agreed to prior to the beginning of the each respective operating season.

(i) *Food and beverage menu and pricing* Prior to the offering of any food or beverages for sale at the Frisco Marina, Concessionaire shall present to the Town for its approval, which approval shall not be unreasonably withheld, the menu for such food and beverages and the prices to be charged by the Concessionaire for the same.

(j) *Employees.* Concessionaire shall provide such employees for the Operations as it deems necessary. All employee benefits, including FICA and worker's compensation insurance, shall be provided and paid for by Concessionaire. With respect to its employees:

- I. the Concessionaire hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the "Programs") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement;
- II. the Concessionaire shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Concessionaire that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- III. The Concessionaire has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.
- IV. The Concessionaire is prohibited from using the Programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- V. If the Concessionaire obtains actual knowledge that a subcontractor performing the work under this Agreement

knowingly employs or contracts with an illegal alien, the Concessionaire shall: (a) notify the subcontractor and Frisco within three (3) days that the Concessionaire has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that the Concessionaire shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- VI. The Concessionaire shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- VII. Any violation of the provisions of this paragraph shall be deemed to be a material breach of this Agreement and Frisco may immediately terminate this Agreement for cause based on such violation. If this Agreement is so terminated, the Concessionaire shall be liable for actual and consequential damages to Frisco pursuant to C.R.S. § 8-17.5-102(3) and Frisco shall notify the office of the Secretary of State of such violation/termination.

(k) *Office equipment.* Concessionaire shall provide all office equipment necessary to effectively provide its Operations, including but not limited to, register, credit card system and radio and telephone lines.

(l) *Insurance.* During the Term of this Agreement, Concessionaire shall procure and maintain, at its own expense, the following policy or policies of insurance.

(m) Commercial General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products and completed operations. The policy shall name Frisco, its employees and agents as additional insureds and shall include severability of interests, waiver of subrogation and cross-liability endorsement provisions.

(ii) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of six hundred thousand dollars (\$600,000) disease – policy limit, and six hundred thousand dollars (\$600,000) disease – each employee.

(iii) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars

(\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of Concessionaire's owned, hired and non-owned vehicles assigned to or used in performance of services under this Agreement. The policy shall contain a severability of interests provision.

(iv) Every policy required under this Section 6(m) shall be primary insurance and any insurance carried by Frisco, its officers or its employees or carried by or provided through any insurance pool of Frisco, shall be excess and not contributory insurance to that provided by Concessionaire. Concessionaire shall be solely responsible for any deductible losses under any policy required above. Any insured policy required under this Agreement shall be written by a responsible company.

(v) Prior to commencement of this Agreement, concessionaire shall provide Frisco with a certificate of insurance completed by Concessionaire's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Frisco.

(vi) Concessionaire shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Section 6(m) by reason of Concessionaire's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Concessionaire to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Frisco may immediately terminate this Agreement or, at its discretion, Frisco may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Frisco shall be repaid by Concessionaire to Frisco upon demand.

(vii) Concessionaire will notify Frisco of any accident, claim or potential claim involving Concessionaire or its Operations within twenty-four (24) hours of such accident or of learning of such claim or potential claim.

(n) *Signage.* Concessionaire shall provide on-site signage for its Operations at the Marina, which signage shall be subject to Frisco's sign code and to Frisco's prior approval as operator of the Marina, which approval shall not be unreasonably withheld.

6. Frisco's Specific Responsibilities. Frisco shall provide the following services or property to the Concessionaire:

(a) *Denver Water and DRReC.* Frisco shall be responsible for payment of any amounts due to Denver Water or DRReC out of the fees paid to Frisco by Concessionaire.

(b) *Marketing.* Frisco shall review and shall have the right to approve all advertising and promotional events, races and special programs that Concessionaire wishes to conduct.

(c) *Inquiries.* Any telephone inquiries regarding Concessionaire received by Frisco employees shall be directed to Concessionaire at 970-668-9999. Anyone making an in-person inquiry regarding Concessionaire at a Frisco office shall be directed to Concessionaire's location where he or she will be met by Concessionaire.

7. Termination.

(a) Either party may terminate this Agreement by written notice to the other in the event that the other party is in breach of any of its obligations hereunder. A party shall be deemed to be in breach if it fails to remedy any default or failure to perform hereunder within fifteen (15) days after written notice from the other party of such default or failure or, in the event such default or failure is non-monetary and cannot be remedied within fifteen (15) days, if the party in breach fails to initiate such cure within fifteen (15) days after notice from the other party or fails diligently to pursue such cure thereafter.

(b) The foregoing notwithstanding, this Agreement shall terminate at such time as the Permit is terminated by DRReC or the Denver Water Lease is terminated by Denver Water and the terminated Permit or Denver Water Lease is not reissued or renewed for a succeeding period on terms substantially similar to the existing terms of the Permit and the Denver Water Lease.

(c) Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20.

8. Remedies. Any of the foregoing remedies shall not preclude the pursuit of any other remedies herein provided or any other remedies provided by law, nor shall any remedy constitute a forfeiture or waiver of any fees owed to Frisco or to any damages occurring to Frisco by reason of the violation of any of the terms or provisions herein contained.

9. Indemnification.

(a) Concessionaire agrees to indemnify and hold harmless Frisco, its officers, employees and insurers from and against all liability, claims and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence, or other fault of the Concessionaire, or of any subcontractor of the Concessionaire, or any officer, employee, representative or agent of the Concessionaire or of any subcontractor of the Concessionaire, or any employee of any subcontractor of the Concessionaire. The Concessionaire agrees to investigate, handle, respond to and provide defense for and defend against, any such liability claims or demands at the sole expense of Concessionaire or, at the option of Frisco, agrees to pay for, or reimburse Frisco for, the defense costs incurred by Frisco in connection with any such liability, claims or demands. Concessionaire also agrees to bear all other costs and expenses related thereto, including court costs and reasonable attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. The obligations of Concessionaire shall not extend to any injury, loss or damage which is caused solely by the act, omission or other fault of Frisco, its officers or its employees.

(b) The parties hereto understand and agree that Frisco is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., CRS., as from time to time amended, or otherwise available to Frisco, its officers or its employees.

10. Assignment. Concessionaire shall not voluntarily, by operation of law or otherwise, assign, encumber or otherwise transfer its rights under this Agreement or any interest herein without the prior written consent of Frisco in each instance. Frisco may withhold such consent in its sole and absolute discretion. Any transfer without Frisco's prior written consent shall constitute a default under this Agreement and shall be void and shall confer no rights upon any third party. Without limiting the generality of the foregoing, if Concessionaire is not a natural person, any change in the parties controlling Concessionaire on the date hereof, whether by sale of stock or other ownership interest, or otherwise, and any merger, dissolution, consolidation or other reorganization of Concessionaire, shall be deemed a transfer. Every assignment of this Agreement to which Frisco consents shall be by an instrument in writing pursuant to which the assignee expressly agrees for the benefit of Frisco to assume, perform and observe all of the Concessionaire's obligations under this Agreement. The consent by Frisco to a transfer shall not relieve Concessionaire from primary liability hereunder (which shall be joint and several with any assignees or other transferees) or from the obligation to obtain the express consent in writing of Frisco to any further transfer.

11. Notice. Whenever a provision is made in this Agreement for notice of any kind, such notice shall be in writing and signed by or on behalf of the party giving the same, and it shall be deemed sufficient notice if personally delivered to the other party or if sent by certified mail, postage prepaid, to the addresses set forth below for the parties or to such other address as either party may furnish by notice.

FRISCO
Town of Frisco
PO Box 4100
Frisco, CO 80443
Attn: Finance Director

CONCESSIONAIRE
Island Grill, Inc.
PO Box 15
Frisco, CO 80443
Attn: Bobby Kato

12. Entire Agreement. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement of the parties and supersedes all prior negotiations and understandings.

13. Relationship of Parties. Frisco and Concessionaire agree that nothing in this Agreement is intended to create, nor shall be deemed, held or construed as creating, any partnership, joint venture, employer/employee or other relationship between them other than that of Concessionaire as Frisco's independent contractor. Concessionaire shall at all times control the means and manner by which Concessionaire performs the work under this Agreement, subject to Frisco's right to monitor, evaluate and improve such work.

14. No Third Party Beneficiary. No term or provision of this Agreement is intended to be, nor shall any such term or provision be construed to be, for the benefit of any

person, firm, corporation or other entity not a party hereto, and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

15. Amendments. This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

16. Colorado Law. This Agreement is to be governed by the laws of the State of Colorado.

17. Counterparts. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

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

TOWN OF FRISCO, a Colorado municipality

THE ISLAND GRILL, INC:
a Colorado corporation

Gary Wilkinson, Mayor

Bobby Kato, President

ATTEST:

Deborah Wohlmuth, Town Clerk

FRISCO BAY MARINA
FOOD AND BEVERAGE CONCESSIONAIRE'S LEASE

THIS LEASE (this "Lease") is made this 14th day of May, 2019 by and between the TOWN OF FRISCO, COLORADO, a Colorado municipal corporation, with an address of P.O. Box 4100, Frisco, Colorado 80443 ("Landlord") and The Island Grill, INC., a Colorado corporation d/b/a The Island Grill, with an address of P.O. Box 15, Breckenridge, CO 80443 ("Tenant").

In consideration of the premises, the mutual covenants contained in this Lease and that certain Frisco Bay Marina Concessionaire Agreement entered into between parties hereto on or about May 14, 2019 (the "Agreement"), and each and every act to be performed by the parties, Landlord and Tenant agree as follows:

1. Premises. Landlord by this Lease leases and demises to Tenant, and Tenant takes and hires from Landlord the real property and improvements located in the Frisco Bay Marina at 249 Marina Road, Town of Frisco, Summit County, Colorado and incorporated herein by this reference (the "Premises").

2. Use and Occupancy.

A. Tenant covenants and agrees (i) to occupy the Premises in accordance with those uses set forth in the Concessionaire Agreement incorporated herein by this reference and in accordance with its corporate, partnership or other applicable governing documents (as such documents may apply to Tenant, they are referred to herein as "Governing Documents") and in accordance with all applicable laws, ordinances, orders, rules, regulations and other governmental requirements relating to the use, condition or occupancy of the Premises and all applicable protective covenants and all rules, orders, regulations and requirements of the Board of Fire Underwriters, or any other similar body, having jurisdiction over the Premises and for no other purpose; (ii) to use the Premises in a careful, safe and proper manner; and (iii) not to use or permit the Premises to be used for any purpose prohibited by the laws, ordinances, codes, rules and regulations of the United States, the State of Colorado or the Town of Frisco.

B. Tenant shall not commit waste, or suffer or permit waste to be committed, or permit any nuisance on or in the Premises. The use and occupation by Tenant of the Premises shall be subject to the terms and conditions of this Lease.

3. Term and Possession. The term of the Lease shall be concurrent with the term of the Concessionaire Agreement (the "Lease Term"). Tenant's taking possession of the Premises shall be conclusive evidence against Tenant that the Premises as of the date of taking possession were in good order and repair. Should Tenant hold over after the expiration or termination of this Lease, such holding over shall be construed as a month-to-month tenancy on all of the terms and conditions of this Lease reasonably applicable to a month-to-month lease at a minimum base rent of Eight Thousand Dollars

(\$8000.00) per month. In the event of any unauthorized holding over, Tenant shall also indemnify Landlord against all claims for damages by any person to whom Landlord may have leased all or any part of the Premises effective after the termination of this Lease.

Tenant acknowledges Landlord may have future uses for the property and plans for a future new food and beverage facility. Landlord will give the Tenant 3 month notification of any such new uses and this Lease shall terminate at such time.

4. Rent. Rent for the Lease Term shall be the payments due under pursuant to the Concessionaire Agreement. All payments required under this Lease shall be paid without notice, demand, setoff or deduction, in lawful money of the United States of America, at Landlord's address as set forth in the first paragraph hereof or at such other place as Landlord may from time to time designate in writing.

5. Security Deposit. Tenant shall maintain with Landlord a security deposit of \$1,000 (the "Security Deposit") as security for the payment by Tenant of rent and additional rent and for the faithful performance of all the terms, conditions and covenants of this Lease. If at any time Tenant defaults in the performance of any provision of this Lease, Landlord may, but shall not be required to, use all or part of the Security Deposit in payment of any of the rent or additional rent in default, or any expense, damage, or liability suffered by Landlord by reason of Tenant's default. In such event, Tenant shall, within five days after written demand from Landlord, deposit with Landlord a sufficient amount in cash to restore the Security Deposit to its original amount. If Landlord's claims exceed the Security Deposit, Tenant shall remain liable for the balance of such claims. The Security Deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in case of default by Tenant. If Tenant shall fully perform every provision of this Lease, the Security Deposit, or any balance thereof remaining, shall be returned to Tenant within a reasonable time after the expiration of this Lease and Tenant's vacation of the Premises. Landlord shall have the right to commingle the Security Deposit with other funds of Landlord, and Tenant shall not be entitled to interest on the Security Deposit. Landlord shall deliver the Security Deposit to the purchaser of Landlord's interest in the Premises in the event such interest be sold, and thereupon Landlord shall be discharged from further liability with respect to the Security Deposit. Tenant shall not assign or encumber or attempt to assign or encumber the Security Deposit except as part of a permitted assignment of this Lease.

6. Expenses of Operating the Premises.

A. Utilities.

(i) Landlord. Landlord shall provide the necessary mains, conduits and facilities in order that water, electricity, telephone, and sewer may be furnished to the Premises. Landlord also agrees to pay 1/3 of gas, electric, cleaning, and toiletries charges

(ii) Tenant. As additional rent, Tenant shall pay, prior to delinquency, water, sewer, annual security inspections, quarterly fire system fees, and telephone charges. Tenant will maintain trash enclosure ensuring proper cleanliness and will pay for all trash, recycling, and disposal fees. Tenant will pay 2/3 of gas, electric, cleaning, and toiletries charges.

B. Maintenance and Repairs.

(i) Landlord. Landlord shall keep the foundations, exterior walls, roof, electrical, heating, water and sewer systems of the Premises in good repair, except that Landlord shall not be required to make any repairs which become necessary or desirable by reason of any negligent or willful act or omission of Tenant, its agents, servants, employees, invitees or licensees. In addition, Landlord shall be responsible for the periodic mowing of turf area outside of the Premises.

(ii) Tenant. Tenant shall keep the interior of the Premises, including, but not limited to, plate glass, interior walls, floors, ceilings, and lighting fixtures, in good repair at its own expense and cost. As a part of the consideration for this Lease, Tenant shall maintain the Premises; shall be responsible for and keep any and all sidewalks, alleys, parking areas adjacent to or on the Premises clean, orderly and free of trash, debris, papers, ice, snow and other hazards or obstructions during that time of year when Tenant operates the food and beverage operation on the premises; and shall place all trash and refuse deposited outside any building in covered receptacles. Areas that require special access will be kept clear and be in compliance with all regulations regarding storage of items.

C. Taxes.

(i) Personal Property, Etc. Tenant shall be responsible for and pay before delinquency any and all taxes and assessments levied or otherwise charged by any governmental entity on the personal property of Tenant, on Tenant's privilege of doing business, on Tenant's sales or otherwise resulting from Tenant's conduct of operations on or at the Premises.

(ii) Real Property. Tenant shall be responsible for and pay before delinquency any and all real property taxes attributable to Tenant's leasehold estate. The Landlord shall be responsible for and pay before delinquency all general and special real estate taxes, special assessments, assessments for improvements, special district or improvement district assessments, water taxes, sewer tax and all other taxes, charges, rates, levies and assessments of whatever nature levied, assessed or collected by any governmental or quasi-governmental authority (whether now existing or hereafter created) upon or with respect to the Premises of Landlord's ownership or operation thereof, and all taxes or charges imposed in lieu of (or in lieu of any increases in) any such tax.

D. Reimbursement; Proration. If Landlord deems it necessary to pay any expenses described in this Section 6, Tenant shall reimburse Landlord promptly upon demand. If the Lease Term commences after the beginning of, or expires before the end of, a calendar year, any amount payable by Tenant with respect to that calendar year under this Section 6 shall be adjusted proportionately on a daily basis, and the obligation to pay such amount shall survive the expiration or earlier termination of this Lease.

7. Alterations and Modifications.

A. Tenant covenants and agrees not to make any alterations, changes or additions in and to the Premises ("Modifications") without the prior written consent of Landlord in each instance. All Modifications approved by Landlord shall be at Tenant's expense. Tenant acknowledges that Landlord's consent will be conditioned upon, at Landlord's option, among other things, Landlord's approval of plans, specifications, contractors, insurance and hours of construction. Tenant's compliance with Town ordinances and regulations relative to the issuance of building permits shall not satisfy the requirement that written approval from Landlord be obtained before installation or construction of Modifications is begun, and the Town of Frisco hereby reserves to itself the contractual right, as Landlord, to review and evaluate Tenant's plans for all Modifications and that this reserved contractual right is in addition to, independent of and distinct from the Town of Frisco's authority as a home rule town to review plans prior to issuance of a building permit. Landlord's consent to Tenant's Modifications shall not be unreasonably withheld, but any approval or denial shall be based on Landlord's best judgment as a landlord, not on the standards by which building permits are issued or denied.

B. All Modifications installed by Tenant shall become and remain the property of Landlord, unless otherwise agreed in writing. All trade fixtures installed by Tenant and removable without structural injury to the building may be removed by Tenant before or at (but not after) the expiration of this Lease, provided that Tenant shall repair, and shall remain responsible for repairing, any damage done to the Premises in removing such trade fixtures. Tenant agrees to protect, indemnify and save harmless Landlord on account of any injury to persons or property by reason of any Modification by Tenant, and to protect, indemnify and save harmless Landlord from the payment of any claim of any kind or character on account of bills for labor or materials in connection with any Modification by Tenant. Any changes in door lock keys, a new key will be provided to the Marina main office within 3 days.

8. Leasehold Improvements.

A. At its sole cost and expense, Tenant shall make the improvements to the Leased Premises. In making such improvements, the Tenant shall submit plans for such improvements to the Landlord for approval, which approval shall not be unreasonably withheld or delayed. The Tenant shall make or cause to be made such

improvements promptly, in a good workmanlike manner, in compliance with all applicable permits and authorizations and building and zoning laws and all laws, in accordance with the orders, rules and regulations of the Town codes. All such improvements shall become the property of Landlord at the expiration or termination of the Lease Term and shall be surrendered with the Leased Premises.

9. Liability and Insurance.

A. Landlord shall not be liable to Tenant, its agents, servants, employees, invitees or licensees, for any injury to persons or damage to property caused by any negligent or willful act or omission of Tenant, its agents, servants, employees, invitees or licensees, and Tenant agrees to protect, indemnify and save harmless Landlord from all claims for any such injury and damage.

B. At all times during the Lease Term, Tenant shall carry, at Tenant's expense, with insurance companies and on forms satisfactory to Landlord: (i) Comprehensive general liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000, including contractual liability insurance to insure the performance by Tenant of the indemnity agreements set forth in this Lease; and (ii) "All risk" insurance (including sprinkler leakage, if applicable) covering all leasehold improvements, equipment, fixtures, appliances, furniture, furnishings and personal property from time to time installed or placed in, on or upon the Premises by or for Tenant, in an amount not less than the full replacement cost without deduction for depreciation. Any casualty or fire policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease is terminated pursuant to Section 18. Tenant shall maintain such coverage throughout the Lease Term. Certificates of insurance evidencing all insurance required by this Lease or, at Landlord's request, certified copies of the policies, shall be delivered to Landlord prior to Tenant's occupancy of the Premises and thereafter at least 30 days prior to the expiration of each such policy. Such insurance shall provide that Landlord and any other additional insured, although named as insured, shall nevertheless be entitled to recover under such policy for any loss occasioned to it, its agents or its employees, notwithstanding any act or omission of Tenant. All such policies shall provide that they may not be terminated or amended except after thirty (30) days' written notice thereof to Landlord and all other additional insured's. All such insurance shall be written as primary policy, not contributing with and not in excess of coverage that Landlord may carry.

C. Landlord and Tenant each hereby waive any and all rights to recover against the other, its agents, employees and representatives for any loss or damage to the property of such waiving party arising from any cause or type of peril covered by any insurance required to be carried by such party pursuant to this Section 9 or any other insurance actually carried by such party. Landlord and Tenant shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises or the contents

thereof. Tenant shall cause all occupants of the Premises claiming under or through Tenant to execute and deliver to Landlord a waiver of claims as stated above and to obtain waiver of subrogation rights endorsements as stated above.

10. Default. Each of the following events shall be an event of default (an "Event of Default") by Tenant under this Lease:

A. Tenant shall fail to pay any installment of the rent hereby reserved and such failure shall continue for a period of ten (10) days;

B. Tenant shall fail to comply with any material term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant;

C. Tenant shall become insolvent, shall make a transfer to defraud, hinder or delay creditors or shall make an assignment for the benefit of creditors;

D. Tenant shall file a petition under any provision of Title 11 of the United States Code, as amended from time to time, or under any reorganization, dissolution, insolvency, liquidation or similar law of the United States or any state thereof; or Tenant shall be adjudged a debtor or to be bankrupt or insolvent in proceedings filed against Tenant under any such law;

E. A receiver, custodian or trustee shall be appointed for all or substantially all of the assets of Tenant or for Tenant's operations conducted in or at the Premises;

F. This Lease, the Premises, or any part of either shall be taken upon execution or by other process of law directed against Tenant or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, and such attachment shall not be discharged or disposed of within fifteen (15) days after the levy thereof;

G. Any license, permit or other authorization necessary for Tenant's operations conducted on or at the Premises shall be revoked, suspended or renewal thereof shall be denied for any reason;

H. Tenant shall amend its Governing Documents, otherwise terminate its existence or substantially modify its purposes or ownership structure;

I. Tenant shall desert, abandon or vacate the Premises;

J. Tenant shall fail to comply with any provision of the Code of Ordinances or other ordinances, rules or regulations of the Town of Frisco in force from time to time that concern the use or operation of the premises; and

11. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the following rights and remedies, in addition to all other remedies at law or equity, and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity:

A. Landlord shall have the right to terminate this Lease by giving Tenant written notice at any time. No act by or on behalf of Landlord, such as entry of the Premises by Landlord to perform maintenance and repairs and efforts to relet the Premises, other than giving Tenant written notice of termination, shall terminate this Lease. If Landlord gives such notice, this Lease and the Lease Term as well as the right, title and interest of Tenant under this Lease shall wholly cease and expire in the same manner and with the same force and effect (except as to Tenant's liability) on the date specified in such notice as if such date were the expiration date of the Lease Term without the necessity of reentry or any other act on Landlord's part. Upon any termination of this Lease Tenant shall quit and surrender to Landlord the Premises as set forth in Section 18. If this Lease is terminated, Tenant shall be and remain liable to Landlord for damages as hereinafter provided and Landlord shall be entitled to recover forthwith from Tenant as damages an amount equal to the total of: (i) all rent and other sums accrued and unpaid at the time of termination of the Lease, plus interest thereon at the rate provided in Section 11(C), and (ii) the amount of rent and all other sums that would have been payable hereunder if the Lease had not been terminated, less the net proceeds, if any, of any reletting of the Premises, after deducting all of Landlord's expenses in connection with such reletting, including, but without limitation, all repossession costs, brokerage commissions, tenant inducements, legal expenses, attorneys' fees, alteration, remodeling and repair costs, expenses of employees, and expenses of preparation for such reletting, which damages Tenant shall pay to Landlord on the days on which the rent and other sums would have been payable if the Lease had not terminated, or, alternatively, at Landlord's option, an amount equal to the present value (discounted at the rate of 8% per annum) of the balance of the rent and other sums payable for the remainder of the stated term of this Lease after the termination date less the present value (discounted at the same rate) of the reasonable rental value of the Premises for such period, plus all of Landlord's expenses incurred in repossessing the Premises and reletting (or attempting to relet) the Premises, including, but without limitation, the expenses enumerated above, and all other amounts necessary to compensate Landlord fully for all damage caused by Tenant's default. No provisions of this Lease shall limit or prejudice the right of Landlord to prove for and obtain, as liquidated damages by reason of any termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount referred to above.

B. Landlord may, without demand or notice, reenter and take possession of the Premises or any part thereof, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants. If Landlord elects to reenter as

provided in this Section 11(B), or if Landlord takes possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals, and upon such other conditions as Landlord may in its absolute discretion deem advisable, with the right to make alterations and repairs to the Premises. No such reentry, repossession or reletting of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of termination is given to Tenant by Landlord. No such reentry, repossession or reletting of the Premises shall relieve Tenant of its liability and obligation under this Lease, all of which shall survive such reentry, repossession or reletting. Upon the occurrence of such reentry or repossession, Landlord shall be entitled to the amount of the monthly rent and all other sums which would be payable hereunder if such reentry or repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's expenses in connection with such reletting, including, but without limitation, the expenses enumerated in Section 11(A) above. Tenant shall pay such amounts to Landlord on the days on which the rent and other sums due hereunder would have been payable hereunder if possession had not been retaken. In no event shall Tenant be entitled to receive the excess, if any, of net rent collected by Landlord as a result of such reletting over the sums payable by Tenant to Landlord hereunder. If this Lease is terminated as a result of Landlord's actions in retaking possession of the Premises or otherwise, Landlord shall be entitled to recover damages from Tenant as provided in Section 11(A).

C. Landlord shall have the right to recover from Tenant the rents and damages provided for above by suit or suits brought from time to time without Landlord being required to wait until the expiration of the Lease Term, or if this Lease is terminated, the date on which such expiration would have occurred. If Tenant shall default in making any payment required to be made by Tenant (other than payments of rent) or shall default in performing any other obligations of Tenant under this Lease, Landlord may, but shall not be obligated to, make such payment or, on behalf of Tenant, expend such sum as may be necessary to perform such obligation. All sums so expended by Landlord with interest thereon shall be repaid by Tenant to Landlord on demand. No such payment or expenditure or other action by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default. Whenever Tenant shall be required to make payment to Landlord of any sum with interest, interest shall be payable from the date such sum is due until paid, at an interest rate equal to the annual interest rate announced publicly from time to time by the Chase Manhattan Bank of New York City as its prime rate or its base corporate borrowing rate if the same is at any time not called the prime rate plus 10% per annum or at the maximum rate permitted by law, whichever is lower. As used in this Lease, the terms "reenter," "reentry," "take possession," "repossess" and "repossession" are not restricted to their technical legal meaning.

12. Quiet Enjoyment. Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the Lease Term so long as Tenant complies with the provisions of this Lease.

13. Force Majeure; Landlord's Failure to Perform. Anything in this Lease to the contrary notwithstanding, Landlord shall not be in default with respect to the performance of any of the terms, covenants or conditions of this Lease if such default shall be due to any strike; lockout; civil commotion; riot; invasion; rebellion; sabotage; governmental regulations or controls, except those imposed by the Town of Frisco; inability to obtain any material, service or financing; an act of God; or any other cause beyond the control of Landlord; provided that such cause is not due to the willful or grossly negligent act or omission of Landlord or its agents or employees. Further, Landlord shall not be deemed to be in default in the performance of any of its obligations unless and until it has failed to perform such obligation within 30 days after written notice from Tenant specifying Landlord's failure to perform; but if the nature of Landlord's obligation is such that more than 30 days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such 30-day period and thereafter diligently prosecutes same to completion.

14. Signs. Tenant shall not place or paint any signs, window stickers or decals or other similar materials (collectively, "Signage") at, on, or above the Premises, or on windows or doors of the Premises, or in, on, or above any streets, walks or parking areas, nor paint any exterior surface of the Premises without the prior written consent of Landlord; and Landlord shall have the right to remove any Signage in order to paint the Premises or to make any other repairs or alterations to the Premises. Tenant acknowledges that Landlord's consent will be conditioned upon, at Landlord's option, among other things, Landlord's approval of plans and specifications for any Signage and that Tenant's compliance with Town ordinances and regulations relative to signs and the issuance of a sign permit shall not satisfy the requirement that written approval from Landlord be obtained before installation or construction of signage has begun. The Town of Frisco hereby reserves to itself the contractual right, as Landlord, to review and evaluate Tenant's plans for all Signage and this reserved contractual right is in addition to, independent of and distinct from the Town of Frisco's authority as a home rule town to review sign plans prior to issuance of a sign permit. Landlord's consent to Tenant's proposed Signage shall not be unreasonably withheld, but any approval or denial shall be based on Landlord's best judgment as a landlord, not on the standards by which building permits are issued or denied

15. Relationship of Parties. Landlord and Tenant agree that nothing in this Lease shall be deemed, held or construed as creating any relationship between them other than that of Landlord and Tenant.

16. Assignment and Subletting. Tenant shall not voluntarily, by operation of law or otherwise, assign, encumber or otherwise transfer this Lease or any interest herein or sublet all or any part of the Premises, or suffer or permit the Premises or any part thereof to be occupied by others (any and all of which hereinafter shall be referred to as a "Transfer"), without the prior written consent of Landlord in each instance. Landlord may withhold such consent in its sole and absolute discretion. Any Transfer without Landlord's prior written consent shall constitute an Event of Default hereunder and shall be void and shall confer no rights upon any third person. Without limiting the generality of the foregoing, if Tenant is not a natural person, any change in the parties

controlling Tenant on the date hereof, whether by sale of stock or other ownership interests, or otherwise, and any merger, dissolution, consolidation or other reorganization of Tenant, shall be deemed a Transfer. Every assignment of this Lease to which Landlord consents shall be by an instrument in writing pursuant to which the assignee expressly agrees for the benefit of Landlord to assume, perform and observe all of Tenant's obligations under this Lease. If any Transfer shall occur, with or without Landlord's prior consent, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or other transferee, and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed a waiver of this Section 16, or the acceptance of the assignee, subtenant or other transferee as the tenant hereof, or a release of Tenant from continuing liability to perform this Lease. The consent by Landlord to a Transfer shall not relieve Tenant from primary liability hereunder (which shall be joint and several with any assignees, subtenants and other transferees) or from the obligation to obtain the express consent in writing of Landlord to any further Transfer.

17. Eminent Domain. If the entire Premises or so much thereof as shall render the balance untenable shall be taken by right of eminent domain or sold under threat of the exercise of such right, this Lease shall terminate as of the date the condemning authority takes physical possession. If only part of the Premises is so taken or sold and as a result thereof Landlord decides that substantial alteration or reconstruction of the Premises is desirable or Landlord decides to demolish or discontinue operating the Premises, Landlord may, at its option, terminate this Lease by written notice to Tenant given within 45 days after such taking or sale. Tenant shall pay all rent under this Lease due through the date of any termination of this Lease pursuant to this Section 16. In the event of any taking or sale whatsoever, all awards, damages and proceeds shall belong to Landlord, and Tenant hereby assigns to Landlord the interest, if any, of Tenant in such awards, damages and proceeds.

18. Casualty.

A. If, during the Lease Term, the Premises shall be damaged by fire, explosion, windstorm or other casualty (a "Casualty"), Tenant shall give Landlord prompt notice in writing of the Casualty (the "Casualty Notice").

B. If it reasonably appears to Landlord that the damage caused by the Casualty can be repaired with reasonable diligence within one hundred eighty (180) calendar days from the date of Landlord's receipt of the Casualty Notice, Landlord shall proceed promptly to repair such damage, so as to restore the Premises to their condition prior to the Casualty. But, if it reasonably appears that such damage cannot be so repaired within the 180-day period and Landlord notifies Tenant in writing on or before thirty (30) calendar days after the date of Landlord's receipt of the Casualty Notice, or if the damage is not insured, this Lease shall terminate as of the date of the Casualty Notice, and all rent and additional rent shall be prorated to that date. During the period of repairs, the rent shall be abated based on the ratio that the square footage of the portion of the Premises that are damaged bears to the square footage of the entire Premises. Notwithstanding anything to the contrary contained in this Section 17, if the Casualty is due to the negligent or willful act or omission of Tenant, its agents,

servants, employees, invitees or licensees, this Lease shall remain in full force and effect, and there shall be no abatement of rent.

C. Landlord's election to repair, or Landlord's commencement of any repairs, shall not constitute a waiver by Landlord of any of its rights to proceed against Tenant for damages resulting from the Casualty to the extent the Casualty is due to the negligent or willful act or omission of Tenant, its agents, servants, employees, and invitees or licensees.

19. Delivery of Premises. Upon the expiration or termination of this Lease, Tenant shall deliver the Premises in good repair and condition, excepting only normal wear and tear since the last required repairs. If Tenant is not then in default hereunder, Tenant may remove from the Premises any trade fixtures and movable equipment and furniture placed therein by Tenant subject to the terms of Section 7(B). Whether or not Tenant is in default hereunder, Tenant shall remove such alterations, additions, improvements, trade fixtures, equipment and furniture as Landlord shall require, and Tenant shall fully repair any damage occasioned by such removal. If Tenant fails to remove such items requested by Landlord, such items shall conclusively be deemed to have been abandoned, and Landlord shall have the right to sell or otherwise dispose of such items without obligation to account to Tenant therefor. Tenant shall be responsible for all costs connected with such sale or disposal of such items. Tenant's obligations to observe and perform the covenants in this Section 19 shall survive the expiration or the termination of this Lease.

20. No Implied Surrender or Waiver. No provisions of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employees of Landlord or of Landlord's agents shall have any power to accept the keys of the Premises prior to the termination of this Lease. The delivery of keys to any employee of Landlord, or of Landlord's agents, shall not operate as a termination of this Lease or a surrender of the Premises. No payment by Tenant, or receipt by Landlord, of a lesser amount than the rent due hereunder, shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy available to Landlord. Time is of the essence hereof.

21. Access to the Premises. Landlord, its agents and employees shall have the right to enter the Premises at all times to gain access to the second floor of the Staley Building, the use of which is reserved to the Landlord, to examine the Premises, to post

Exhibit A

(Attached to and made a part of that Lease dated May 14, 2019 naming the Town of Frisco, Colorado, as Landlord and The Island Grill, Inc., as Tenant)

DESCRIPTION OF THE PREMISES

The Island Grill Lease Area is defined as the food and beverage building. Storage is allowed in the northern most rear storage closet on the bathroom building and a portion of the southern most utility room on rear of bathroom building. Non exclusive use of front Lund House deck is allowed for over-flow food and beverage service.

SURVEYOR'S CERTIFICATE

THE FOLLOWING INFORMATION WAS OBTAINED FROM THE RECORDS OF THE NEW YORK STATE DEPARTMENT OF CORRECTIONS AND INSTITUTIONS:

NAME: [REDACTED]
 DOB: [REDACTED]
 RACE: [REDACTED]
 SEX: [REDACTED]
 HEIGHT: [REDACTED]
 WEIGHT: [REDACTED]
 EYES: [REDACTED]
 HAIR: [REDACTED]
 SKIN: [REDACTED]
 BIRTHPLACE: [REDACTED]
 EDUCATION: [REDACTED]
 OCCUPATION: [REDACTED]
 MARITAL STATUS: [REDACTED]
 RELIGION: [REDACTED]
 CRIMINAL RECORD: [REDACTED]

[Signature]
JERRY C. BARNES
COLORADO P.L.S. NO. 70349

EX-100-
RECEIVED
MAY 18 1968

JUL 12, 2006
DATE

195242

TERRY C. BARNES
Terry C. Barnes

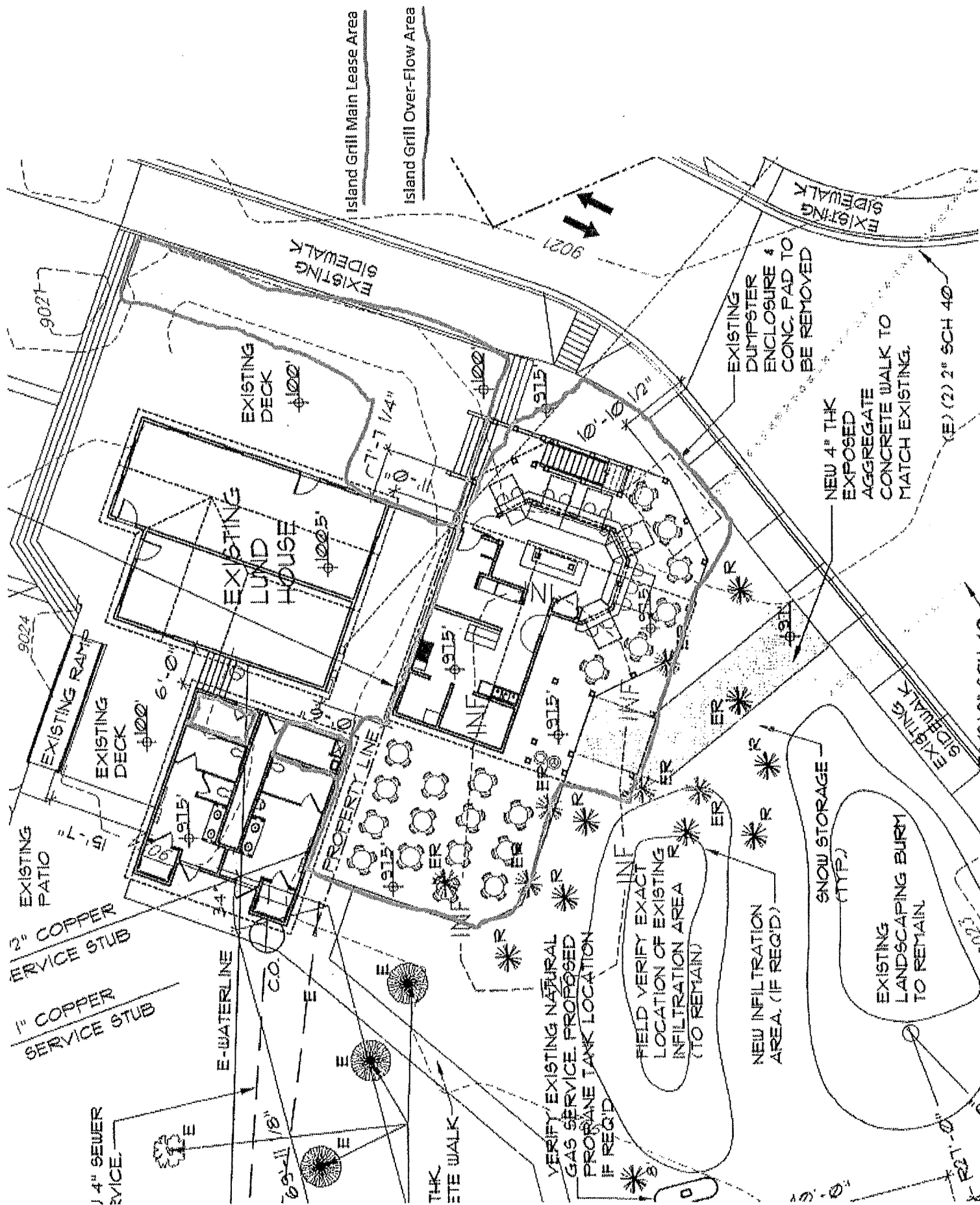
LEGEND

- | | |
|---|-----------------------------|
| 4 | ORDER 1414E |
| 5 | TIME 412041Z |
| 6 | CLASH STOP (AFTER SEP-1400) |
| 7 | SEVEN CLEAROUT |
| 8 | UTILITY RECENTAL |
| 9 | RANDON SURVEY CONTROL MONT |

1. THE PERIOD: 976-977
Silverhome CD 20498: 976-459-6757
CD A
RANDOM SURVEY CONTROL POINT

Silverthorne, CO 80498, 970-458-6281

[illegible]





MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: CHARTER REVIEW OF CHAPTER 153, SNOWMOBILES
DATE: MAY 14, 2019

Summary: 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 153, Snowmobiles, was added to the Code of the Town of Frisco on January 2, 1973 by Ordinance 73-01. Amendments have occurred to this chapter in 1979, 1980, 1989, and 2004. Per the Home Rule Charter, staff has reviewed Chapter 153 and determined there are no amendments necessary at this time. Chapter 153, Snowmobiles, is in the council packet for your review.

Staff Recommendation: On that basis, it is my recommendation that the Council make a motion acknowledging that Chapter 153, Snowmobiles, 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
Tom Wickman, Police Chief - Approved

SNOWMOBILES

Chapter 153

SNOWMOBILES¹

- § 153-1. Scope.
- § 153-2. Definitions.
- § 153-3. Operation Permitted; Exceptions.
- § 153-4. Compliance with Statute.
- § 153-5. Age Restrictions.
- § 153-6. Operating Restrictions.
- § 153 7. Violations and Penalties.

[HISTORY: Adopted by the Board of Trustees (now Mayor and Town Council) of the Town of Frisco 1-2-73 as Ord. 73-01. Section 153-7 amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I. Other amendments noted where applicable.]

GENERAL REFERENCES

Nuisances—See Ch. 124.
Offenses—See Ch. 127.

§ 153-1. Scope.

The provisions of this chapter shall apply to all of the territory within the corporate limits of the Town of Frisco. Colorado.

§ 153-2. Definitions. [Amended 8-5-80, Ord. 80-20]

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

OPERATE— To ride in or on and control the operation of a snowmobile.

OPERATOR— Every person who operates or is in actual, physical control of a snowmobile.

ROADWAY— That portion of a highway improved, designed or ordinarily used for vehicular travel.

SNOWMOBILE—A self-propelled vehicle primarily designed for travel on snow or ice and supported in part by skis, belts or cleats.

STREET, ROAD or HIGHWAY— The entire right-of-way between boundary lines of any of such public ways when any part thereof is open to the use of the public as a matter of right for the purpose of motor vehicle travel.

¹ Editor's Note: Ordinance 91-10, adopted 5-21-91, amended this chapter to change all references to Board of Trustees to Town Council.

SNOWMOBILES

§ 153-3. Operation Permitted; Exceptions. [Amended 8-27-79, Ord. 79-17; 7-13-04, Ord. 04-07]

Pursuant to statutory law of the State of Colorado, snowmobiles are hereby permitted to be operated on the unimproved portion of the right-of-way of any street, road or highway within the corporate limits of the Town of Frisco, Colorado, and as far as practicable from the improved roadway thereof, except on any street, road or highway which is part of the state highway system.

§ 153-4. Compliance with Statute. [Amended 8-27-79, Ord. 79-17]

No snowmobile shall be operated within the corporate limits of the Town of Frisco unless and until said snowmobile shall fully comply with statutory laws of the State of Colorado in regards to snowmobile registration, restrictions on young operators, operation on rights-of-way of streets, roads or highways, crossing roads and highways, operation of snowmobiles on private property, required equipment on snowmobiles, notice of accidents and other operating restrictions.

§ 153-5. Age Restrictions.

- A. No person under the age of ten (10) years may operate a snowmobile, except upon land owned or leased by his parent or guardian, unless he is accompanied by or is under the immediate supervision of a person over sixteen (16) years of age or by a person over fourteen (14) years of age who holds a snowmobile safety certificate, issued by the Division of Wildlife upon the successful completion of a snowmobile safety education and training course conducted by the Division.
- B. Except when accompanied or supervised in the manner provided in Subsection A of this section, no person ten (10) years of age or over and who has not reached his 16th birthday shall operate a snowmobile within the corporate limits of the Town of Frisco, except upon land of his parent or guardian, unless and until he has a snowmobile safety certificate upon the successful completion of a snowmobile safety education and training course conducted by the Division of Wildlife.

§ 153-6. Operating Restrictions. [Amended 2-7-89, Ord. 89-04; 7-13-04, Ord. 04-07]

- A. A snowmobile may be operated on the unimproved portion of the right-of-way of roads, streets and highways, except any road, street or highway which is part of the state highway system, as far as practicable from the improved roadway thereof on the right-hand side, in the same direction as vehicular traffic. B. Except as allowed by a conditional use permit or special use permit issued by the Town, all snowmobiles being operated within the corporate limits of the Town of Frisco shall travel in single file and shall not pass any other snowmobile being operated within the corporate limits of the Town of Frisco.

SNOWMOBILES

- C. Snowmobiles shall be brought to a complete stop at all intersections, and the operator thereof shall yield the right-of-way to all motor vehicle traffic on such road or highway which constitutes an immediate hazard to the crossing of such road, street or highway and intersection.
- D. No snowmobile shall be operated at a speed greater than twelve (12) miles per hour within the corporate limits of the Town of Frisco except as allowed by a conditional use permit or special use permit issued by the Town.
- E. Except as permitted by Colorado statutes and subsection C of this section, no snowmobile shall be operated on the improved portion of the right-of-way of any road, street or highway within the corporate limits of the Town of Frisco except to be operated on Second Avenue and the two (2) alleys directly adjacent to Main Street, and except to be operated on a route as designated and allowed by a conditional use permit or special use permit Issued by the Town, and except to be driven in the shortest direct route to and from the corporate limits of the Town of Frisco.
- F. No snowmobile shall be operated within the corporate limits of the Town of Frisco before the hour of 7:00 a.m. and after the hour of 10:00 p.m.
- G. While being operated between the hours of sunset and sunrise, all snowmobiles shall be equipped with at least one (1) lighted head lamp and one (1) lighted tail lamp.
- H. All snowmobiles shall be equipped with brakes in good working order and stock factory mufflers.
- I. No owner of a snowmobile shall permit such snowmobile to be operated by any other person in violation of the provisions of this chapter.

§ 153-7. Violations and Penalties. [Amended 8-5-80, Ord. 80-20; 2-7-89, Ord. 89-01]

Any person violating any section or sections of this chapter shall be punishable as provided in Chapter 1 General Provisions, Article I.



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER
RE: 100% RENEWABLE ENERGY RESOLUTION 19-19
DATE: MAY 14, 2019

Summary: The 100% Renewable Energy (RE) task force for Frisco met with Town Council on April 23, 2019, to present the 100% RE draft plan and roadmap. The request for Town Council was to commit the Town to go 100% RE by the following dates:

- Town Facilities by 2025
- Residents and Businesses by 2035

Council supported the plan and approved moving forward with a resolution at the May 14, 2019, Town Council meeting.

Background: On November 27, 2018, Mr. Long presented to the Frisco Town Council, "Frisco: Moving Towards 100% Renewable Electricity". Mr. Long presented a roadmap illustrating the path towards Frisco achieving 100% renewable electricity. Following this presentation and per Council's direction and support, Mr. Long formed a renewable energy task force to draft a plan to achieve the goal of 100% renewable electricity for Frisco. This plan was reviewed and supported by the Town Council at the April 23, 2019, work session.

On March 12, 2019, Jess Hoover, Climate Action Director with HC3, presented an overview of the Summit Community Climate Action Plan (CAP) to Town Council, including a specific focus on the CAP's carbon reduction goals and implementation strategies. One of the sections within the CAP is the "Renewable Energy Sector", with the goal to reduce emissions from electricity use 100% by 2035. The 100% RE task force is directly tackling this goal within the CAP with a plan and a roadmap for success for Frisco. Through Resolution 19-18, the 2019 Summit County Climate Action Plan for the Town of Frisco was adopted on April 23, 2019.

Staff Analysis: Staff has been actively engaged in the 100% RE task force with Mr. Long and community members since December 2018. The first part of the 100% RE plan commits the Town to lead by example by committing Town facilities to 100% RE by 2025. Through Xcel's renewable connect program, 45% of the Town facilities are already at 100% RE. Staff is working with Xcel Energy on an energy audit at this time for all Town facilities. As a result of this audit, dollars will need to be allocated to implement energy efficiencies for all Town facilities. These dollar amounts are not known at this time but are estimated to be ~\$25k-\$50k/year over the next several years.

The next commitment for 100% RE comes from Frisco residents and businesses. HC3 and staff will need to work together with the large and small businesses and Frisco residents to achieve this goal by 2035. Dollars for public outreach and education will need to be allocated to the program at a later date. A percentage of business and residential customers will need to commit to participate in solar gardens and/or Xcel's renewable connect program. To achieve the 100% RE goal, not all businesses or residents need to commit to the program.

Recommendation: Staff recommends the Town Council adopt Resolution 19-19 setting a goal to reach 100 percent renewable energy sources community-wide by 2035.

Financial Impact: There are costs associated with the 100% RE plan however the costs will not be fully vetted until the results of the energy audit on all Town facilities is complete. This audit should be completed by June 2019. The task force estimates future costs of ~\$25k-\$50k/year over the next several years to implement energy efficiencies on all Town facilities.

A public outreach and education campaign will need to be developed in future years to target the businesses and residents of Frisco. Costs are estimated to be ~\$15k/year for such efforts.

An additional potential cost is solar. Paying upfront for rooftop solar will have an associated cost that is not fully known at this time.

In the 2019 budget, Town Council allocated \$25,000 toward the implementation of the Climate Action Plan through the assistance of HC3. Staff will continue to work together, with HC3, with Xcel Energy, and with the 100% RE task force to allocate funds appropriately for such implementation.

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

Nancy Kerry, Town Manager: Approved as to content; contingent upon Council direction for implementation and budget.

Bonnie Moinet, Finance Director: Approved contingent upon Council approval of future budgets as costs are identified.

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

A RESOLUTION SETTING A GOAL TO REACH 100 PERCENT RENEWABLE ENERGY SOURCES COMMUNITY-WIDE BY 2035

WHEREAS, the Town of Frisco wishes to promote the public health and safety of its residents and visitors, including access to clean air, clean water, and a livable environment; and

WHEREAS, there is scientific consensus regarding the reality of climate change and the recognition that human activity, especially the combustion of fossil fuels that create greenhouse gases, is an important driver of climate change; and

WHEREAS, climate change is locally expected to shorten our ski season, make our forests more prone to drought and wildfire, reduce snowpacks and water supplies, and present a variety of other threats on a global scale that could harm our economy, safety, public health, and quality of life; and

WHEREAS, the Town of Frisco remains committed to its adopted goals to reduce energy consumption as outlined in the High Country Conservation Center's Climate Action Plan; and

WHEREAS, the transition to a low-carbon community reliant on the efficient use of renewable energy resources will provide a range of benefits including improved air quality, enhanced public health, increased national and energy security, local green jobs, and reduced reliance on finite resources; and

WHEREAS, the Town of Frisco is committed to helping facilitate this transition alongside other national and international communities that have prioritized addressing climate change by investing in clean energy to enhance the well-being of current and future generations; and

WHEREAS, the Town of Frisco's current stable economy is based on it being a highly-visited destination and we have an opportunity to broadly influence dialogue on climate change; and

WHEREAS, the Mayor of Frisco signed the U.S. Mayor's Climate Protection Agreement, which suggests Frisco would uphold the commitment to the goals enshrined in the Paris Climate Agreement, increase investments in renewable energy and energy efficiency and increase efforts to cut greenhouse gas emissions and create a clean energy economy; and

WHEREAS, the Town of Frisco desires to work in partnership with its utility provider Xcel Energy to move toward 100 percent renewable energy sources in the future; and

WHEREAS, although it is the Town's desire to reach 100 % renewable electric energy by 2035, it is recognized that there may be obstacles that prevent the Town from reaching the full 100 % goal. If the efforts of Xcel Energy and the Town fall short of the 100 % target, nothing in this resolution suggests any penalty for not meeting the goal—and it should not be considered a failure, but merely a setback that delays the time when the Town ultimately reaches the goal, in a fiscally responsible manner for our citizenry; and

WHEREAS, “renewable energy” includes energy derived from wind, solar, geothermal, and other non-polluting sources that is not derived from fossil or nuclear fuel and does not adversely impact communities or the environment; and

WHEREAS, the public will continue to be provided opportunities and encouraged to participate in the process for planning and implementation of renewable energy initiatives.

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

Section 1. The Town of Frisco establishes a goal to achieve 100 percent renewable electricity community-wide by the year 2035, and is committed to working in partnership with Xcel Energy towards this goal.

Section 2. On an annual basis, the Town Council will review progress towards the community-wide 100 percent renewable goals and other relevant information (e.g., utility rates). Should the Town Council determine that customer utility costs have or are projected to increase at an unacceptable rate because of a transition to renewable energy, the Town Council may repeal this resolution or modify the goal set forth in Section 1 (e.g., 100 % renewable energy community-wide by 2035).

Section 3. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED THIS 14TH DAY OF MAY, 2019.

Town of Frisco, Colorado:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk



TOWN OF FRISCO 100% RENEWABLE ELECTRICITY PLAN

Fran Long
franlong100@gmail.com

Plan Development Team Members:

Tiernan Spencer
Jen Schenk
Diane McBride
Joyce Allgaier
Kasey Provorse

Frisco Plan for 100% Renewable Energy

Introduction

The Town of Frisco is evaluating the possibility of moving the Town to 100% renewable electricity in the near future. In a previous council meeting (11/27/18), the Town Council asked the author, Mr. Fran Long, to assemble a team and develop a plan to move the Town to 100% renewable electricity. The team was established with the involvement of several Town of Frisco staff members.

As with all the communities in Summit County and with Summit County as a whole, the Town has limited means and legal hurdles to accomplish this task without the help of the energy provider in the county – Xcel Energy. We strongly recommend this task be accomplished in partnership with the utility.

Not only will be a much easier path forward, but Xcel Energy is at 28% carbon free electricity now, has committed to 55% by 2026, and 100% carbon free electricity by 2050. This, in conjunction with Frisco's efforts, will enable the town to obtain their goals in the near future

This paper describes practical steps that can be taken within Town facilities and in the community to build momentum and achieve 100% renewable electricity in the near future. These tasks tailor well with some of the pilot programs Xcel Energy has put in place with other committed communities.

Town of Frisco proposed renewable electricity goal

Separate Town electric use by Town facilities and community wide, and lead by example – adopt a shorter-term goal for town facilities, followed by a goal for the community at a later date.

The team has decided on the following goals:

- Town facilities to reach 100% renewable electricity by 2025
- Community wide to reach 100% renewable electricity by 2035

One concern the Town of Breckenridge had when adopting a renewable energy goal was committing future town councils to meet possibly unobtainable goals. This concern was addressed by providing an off-ramp if unforeseen circumstances did occur that prevented future town councils from obtaining the goals. This off-ramp, if Frisco chooses to invoke, will be underlined in the Frisco Resolution Document.

It may also be helpful if the Town facilities can meet their goal without reliance on Xcel Energy's renewable energy mix at the time. This will help ease the burden on the rest of the town by reducing the amount of energy that needs to be reached by a group of people with possibly incohesive goals.

High-level plan to obtain town goals

The following is a summary of the proposed plan for the Town to reach its renewable energy goals.

Steps outside of Xcel Energy

1. Adopt policies and standards that encourage energy efficiency and renewable electricity
 - a. Building codes for EE and RE
 - b. Streamline permitting process for rooftop solar
2. Work with large electricity use customers for participation in renewable energy programs

Steps in partnership with Xcel Energy

1. Baselineing
 - a. Frisco provided with more information about XE's regulatory and resource planning processes and requirements, XE to understand how Frisco views these processes and how they relate to Frisco's priorities and objectives
 - b. Understand annual energy use for both Town facilities and the community
 - c. Develop a baseline REC accounting mechanism, taking advantage of Xcel's clean energy mix
2. Increase community's energy efficiency (EE) with existing Xcel programs
 - a. Detailed overview of energy efficiency programs
 - b. Xcel Energy to perform energy audits on all town buildings (in process)
 - c. Jointly develop energy reduction goal
 - d. Town facilities to implement high value EE measures
3. Energy and carbon emissions reduction goals – existing programs
 - a. Deep dive into Xcel's existing renewable energy programs with apples to apples comparisons with possible conversations with developers
 - b. Review community energy use for program participation and take advantage of existing renewable energy programs
 - c. Policy coordination for changes in Xcel Energy renewable energy mix
4. Pathway to 100% RE
 - a. Identify a realistic path for the community to reach their 100% RE goal
 - i. Incorporate Xcel's additional incorporation of renewable energy
 - ii. Expand existing renewable energy programs to allow community customers to participate in additive renewable programs
 - b. Analysis of the community's electric demand both for town facilities and community-wide usage
 - c. Draft a list of potential actions that could be taken to move the community to 100% clean energy
 - d. Explore energy design and code assistance

5. Solar gardens in Summit and adjacent counties
 - a. Explore opportunities in Summit county with land holding entities such as forest service, private land and ski resorts
 - b. Collaborate with other EFC partnership towns in adjacent counties including interconnection capacity in those counties
6. Marketing effort for the community
 - a. Work with the larger businesses in town to enhance renewable energy program participation
 - b. Educate the community on renewable energy programs
 - c. Entice community participation in the programs

Xcel Energy may ask the town to explore additional areas of opportunity such as energy storage and electrification of vehicles, electric hot water heating, etc.

The energy efficiency measures, although not considered renewable energy, help reduce the amount of renewable energy needed to meet town goals. Updating or adopting new permitting processes and building codes, along with ongoing energy efficiency projects, will help stem the increase in energy use as the town grows while reducing the costs of adding renewable energy projects in the community.

Three-pronged Approach

Obtaining 100% renewable energy is a three-pronged approach. It consists of all town facilities participating in Xcel Energy's renewable energy programs, work with high electricity use customers for participation in RE programs, and encouraging residential and small business customers to participate in Xcel Energy's release of the next round of RE programs.

Town Facilities
to 100% RE

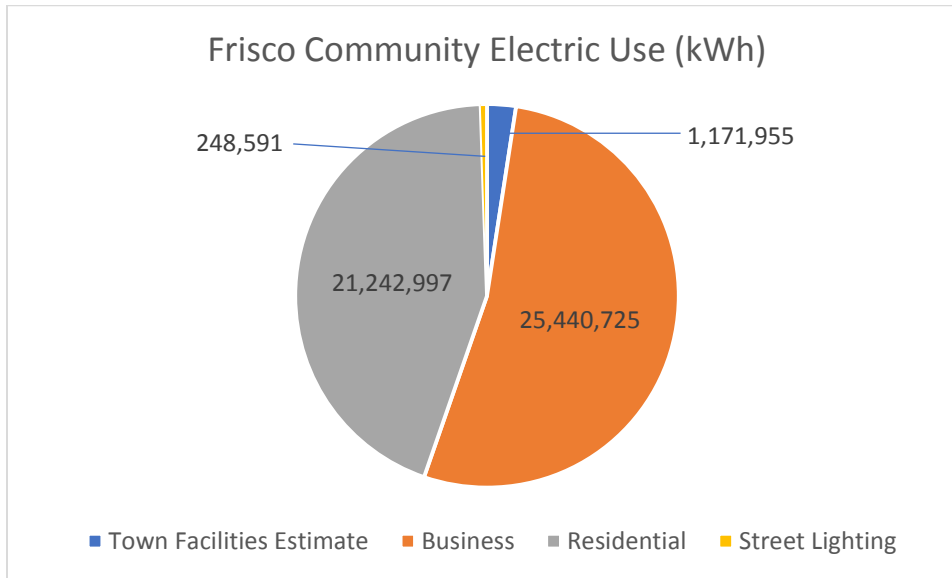
Work with high-use
businesses

Raise awareness and
entice residents and
smaller businesses

It may be worthwhile approaching Xcel Energy and HC3 to have a co-marketing plan for the marketing campaign mentioned previously. For example, the Summit Daily and HC3 and/or Frisco websites could be utilized to help educate the town on which Xcel Energy renewable energy program is best for them. This would be accomplished in conjunction with the next round of Renewable*Connect and future releases of Solar Gardens in the area.

Town of Frisco Community Electric Use

The community's electricity use comprises of the Town facilities, business customers, residential customers and a small portion for street lighting as shown in the following plot.



Current Renewable Electricity Participation

The community of Frisco is participating in several of Xcel Energy's renewable energy programs. The total renewable energy participation to date is 1,279,161kWh, which is 2.7% of community electric use. The breakdowns by use segments show above are as follows:

	Windsource	On- Site Solar*Rewards	Renewable *Connect	Solar Gardens	Total RE
Town Facilities			525,548		525,548
Business	116,077	42,130		43,391	201,598
Residential	387,790	9,844	141,033	13,348	552,015
Total:	503,867	51,974	666,581	56,740	1,279,161

The renewable energy participation for the Town facilities is 44.8% of their use, residential customers are at 2.6% of their use, followed by business customers are at 0.8%. These participation percentages are an indication of how easy, or hard it will be to get the different energy use segments to participate in renewable energy programs. The Town facilities are controlled by a coherent group whereas the residential and business customers are a more diverse group with varying opinions on climate change and other mitigating circumstances such as willing building tenants and landlords that have many factors to consider before agreeing to participate in renewable energy programs.

Larger use customers, such as Walmart, Safeway, Natural Grocers and Whole Foods, might be an easier sell than residents or small businesses. They are a more cohesive group and several

already have in place national plans to go green. This is why a three-pronged approach mentioned above could be the easiest way to get to 100% renewable energy for the company.

Xcel Energy Renewable Electricity Generation mix

Xcel Energy is at 28% renewable energy in their generation mix today. They have Public Utility Commission (PUC) approval to obtain 55% renewable energy in their generation mix by 2026 and they have recently announced that they plan on converting to 100% carbon free energy generation by 2050. As part of the ramp up to 100% carbon free energy, Xcel plans on being 80% carbon free by 2030.

It is this combination of Xcel Energy's carbon free energy and the three-pronged approach that enables the community of Frisco to reach their renewable energy goals. When 2030 arrives, the community needs to obtain 20% renewable energy to meet the 100% community-wide goal of 100% renewable energy.

One may have noticed that Xcel Energy will be at 80% carbon free energy by 2030, so why not move our 100% goal from 2035 to 2030? An astute observation, but the additional time may be needed to get the required participation of the community in renewable energy programs to the levels required in the tactical plan.

What is Required to meet the 100% Renewable Energy Goal

As stated above, Xcel Energy will hit 80% carbon free energy by 2030. This still leaves the community to convert 20% of their electricity use to renewable energy. In the next section, a tactical plan was developed to show how this can be accomplished. The participation levels by the different electricity use among the community segments are described in the table below.

Community Electric Customers	kWh Use	RE Participation	Customers Needed
Town Facilities Estimate	1,171,955	1,171,955	All
Business	25,440,725	5,173,090	100-136
Residential	21,242,997	3,275,809	285-489
Street Lighting	248,591	In XE RE mix	
Totals	48,104,268	9,620,854	<== 20%

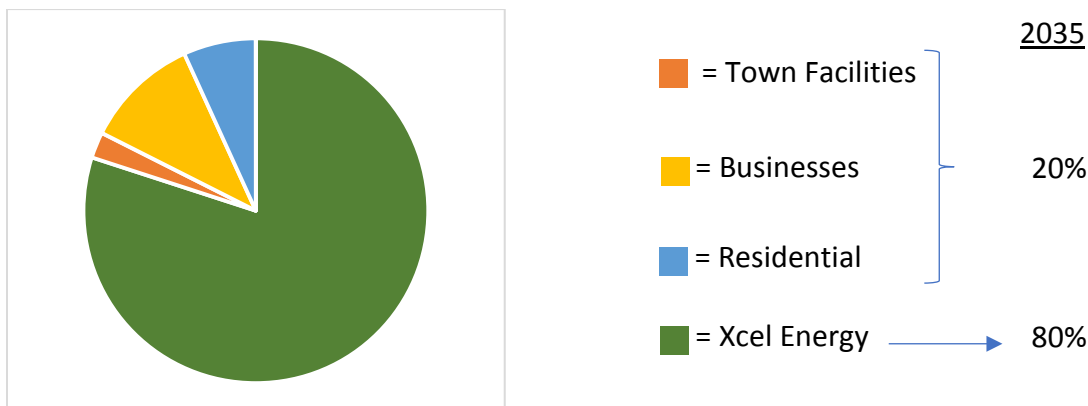
A Tactical Plan

This is one plan of several possibilities that we believe will get the Town of Frisco and community to 100% renewable electricity by the stated dates. The plan requires The Town of Frisco facilities to convert 100% of their use to renewable energy, large and small businesses need to convert up to 20% of their electric use to renewable electricity (100-136 participants), followed by the residents converting up to 15% of their electric use, which is 285-489 residents. Although the town does not need 100% participation by all residents and businesses, obtaining the numbers mentioned above will not be a walk in the park.

The tactical plan uses Xcel Energy's new and existing renewable energy programs and relies on the utility reaching their stated 80% renewable energy mix by 2030. The remaining 20%, or 9,620,854 kWh, will be obtained following the renewable energy participation listed below.

	Now	2026	2030
<u>Town Facilities</u>			
Existing Participation in RE programs	525,548		
Participate in 16% of future solar garden		646,408	
<u>Businesses</u>			
Existing participation in RE programs	201,598		
Participation in 20% solar garden		786,001	
8% of Businesses participate in R*C		2,035,258	
Participation in 20% of another solar garden			786,001
<u>Residential</u>			
Existing participation in RE programs	552,015		
Participation in 20% Solar garden		786,001	
2.7% of Residential participation in R*C		573,561	
Enhanced or new XE RE efforts for Bus & Res			2,728,462
	1,279,161	4,827,229	3,514,463
		Total RE	9,620,854

The Renewable Energy participation by electric use segment can be seen in the chart below.



Costs

Solar:

\$0 investment and dollar savings for participating in Xcel Energy Renewable Energy programs (unless Town decides to pay upfront for rooftop solar). It is highly recommended the town not pay upfront and find a developer that can take advantage of the 30% investment tax credit. This will reduce costs and budgetary concerns.

Energy Efficiency:

Investment is required for any additional energy efficiency implementations. The town of Frisco facilities underwent an energy audit by EMC back in 2009 and the town has been working diligently to implement the measures listed in the plan. The Town of Frisco facilities also enrolled every building in Xcel Energy's free energy audit. The investment required would be to implement any acceptable ROI energy efficiency measures as a result of the free audits. The work that needs to be done will not be known until the audits are complete, however any significant energy efficiency measures could cost in the **ballpark of \$25-50K/yr.**

Breckenridge is spending \$100K/year in energy efficiency programs in 2018 and 2019.

Possible Co-marketing:

Possible co-marketing efforts (**up to \$15K/campaign**)

- Work with large use customers (Walmart, etc.)
- Work with Xcel Energy for a marketing effort prior to next releases of their RE programs
- Possibly with HC3 to push their aggregated rooftop solar purchase

Notice:

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MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NANCY KERRY, TOWN MANAGER
RE: ORDINANCE 19-05, CONCERNING CLASS 1 E-BIKES ON THE REC PATH
DATE: MAY 14, 2019

Summary: This is the first reading of Ordinance 19-05 which amends section 130-12 of the Town Code concerning use of motorized vehicles; specifically class 1 e-bikes, in town parks, open space, recreation areas, and pathways.

Background: On August 9, 2017 Colorado House Bill 17-1151 took effect, concerning the regulation of e-bikes. HB 17-1151 authorizes the operation of Class 1 or 2 e-bikes on bike or pedestrian paths where bicycles are authorized to travel in Colorado. However, HB 17-1151 also stipulated that local authorities were not prevented from authorizing or prohibiting the use of e-bikes with respect to their jurisdiction. Summit County's Recpath Regulations specifically prohibit e-bike use on the Recpath, except for people with disabilities. The Summit County Board of County Commissioners approved an amendment to their Recpath Regulations, which would exclude Class 1 e-bikes from the definition of Motorized Vehicle, permitting their use on the Recpath at their April 23, 2019 meeting. The Town's ordinance aligns with the County direction. The Town's Attorney will present information concerning this ordinance at the May 14, 2019 Council Meeting.

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:

Nancy Kerry, Town Manager - Approved

Staff Recommendation: On that basis, it is my

RECOMMENDATION

that the Council

MAKE A MOTION TO ADOPT ORDINANCE 19-05, AN ORDINANCE AMENDING CHAPTER 130 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING PARKS, BY AMENDING SECTION 130-12, CONCERNING THE USE OF MOTORIZED VEHICLES IN TOWN PARKS, OPEN SPACE, RECREATION AREAS, AND PATHWAYS

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 19-05**

AN ORDINANCE AMENDING CHAPTER 130 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING PARKS, BY AMENDING SECTION 130-12, CONCERNING THE USE OF MOTORIZED VEHICLES IN TOWN PARKS, OPEN SPACE, RECREATION AREAS, AND PATHWAYS

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

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

Section 1. Section 130-12 of the Code of Ordinances of the Town of Frisco (the "Code"), concerning the use of motorized vehicles in town parks, open space and recreation areas, is hereby amended to read as follows:

§ 130-12. Use of Motorized Vehicles.

It is unlawful for any person to ~~drive~~ operate any motorized vehicles in any town park, open space property or recreation area, except in a designated parking area. Overnight parking is not permitted in designated parking areas located within town parks, open space properties or recreation areas.

This section shall not apply to: (i) the operation of a motorized wheelchair or other similar device operated by or for a disabled person; (ii) the operation of an authorized maintenance or emergency vehicle; or (iii) the operation of a class 1 electrical assisted bicycle on any town-owned recreational pathway within the town. For purposes of this section, a "class 1" electrical assisted bicycle shall mean and be limited to a bicycle with an electric motor that provides propulsion only as an assistance to pedaling, and that has a governor that prevents propulsion from being provided at speeds greater than twenty (20) miles per hour.

Section 2. 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 14TH DAY OF MAY, 2019.

TOWN OF FRISCO, COLORADO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 19-05**

AN ORDINANCE AMENDING CHAPTER 130 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING PARKS, BY AMENDING SECTION 130-12, CONCERNING THE USE OF MOTORIZED VEHICLES IN TOWN PARKS, OPEN SPACE, RECREATION AREAS, AND PATHWAYS

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Section 2. 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 14TH DAY OF MAY, 2019.

TOWN OF FRISCO, COLORADO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: FIRST READING ORDINANCE 19-06, AMENDING CHAPTER 13, CEMETERY
MANAGEMENT
DATE: MAY 14, 2019

Summary: 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 13, Cemetery Management, was added to the Code of the Town of Frisco on June 12, 1974 by Ordinance 74-06. Amendments have occurred to this chapter in 1980, 1989, 1991, 2003, 2004, and 2009. Per the Home Rule Charter, staff reviewed Chapter 13 and recommended the proposed amendment to the Cemetery Board. The Board indicated support of the proposed amendment. Substantive changes include removing rates and charges from the Code and relocating the fees to the the cemetery rules and regulations document, allowing Council to authorize future cemetery rates and charges via resolution instead of ordinance. A resolution updating the Cemetery Rules and Regulations document will be presented following the second reading of this ordinance at the May 28th Council meeting. Ordinance 19-06 Amending Chapter 13, Cemetery Management, is in the council packet for your review.

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:

Jeff Goble, Public Works Director -Approved
Bonnie Moinet, Finance Director - Approved
Nancy Kerry, Town Manager - Approved

Staff Recommendation: On that basis, it is my

RECOMMENDATION

that the Council

APPROVE ON FIRST READING ORDINANCE 19-06, AN ORDINANCE AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING THE MANAGEMENT OF THE TOWN CEMETERY, BY REPEALING SECTION 13-21, CONCERNING THE RATES AND CHARGES FOR LOTS AND BURIALS; AND BY RENUMBERING EXISTING SECTION 13-22 CONCERNING WINTER BURIALS.

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 19-06**

AN ORDINANCE AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING THE MANAGEMENT OF THE TOWN CEMETERY, BY REPEALING SECTION 13-21, CONCERNING THE RATES AND CHARGES FOR LOTS AND BURIALS; AND BY RENUMBERING EXISTING SECTION 13-22 CONCERNING WINTER BURIALS

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO:

Section 1. That section 13-21, concerning rates and charges, of Chapter 13 of the Code of Ordinances of the Town of Frisco, Colorado, concerning the Town cemetery, is hereby repealed:

~~§ 13-21. Rates and Charges. [Added 05-07-91, Ord. 91-09; Amended 11-02-99, Ord. 99-17; 03-18-03, Ord. 03-06; 06-09-09, Ord. 09-11]~~

~~The following are rates pertaining to the cemetery:~~

~~A. Burial Plot.~~

- ~~1. Frisco Residents and Property Owners: one hundred dollars (\$100.00) except for Block Nos. 17 through 27, and these shall be one hundred twenty five dollars (\$125.00).~~
- ~~2. Summit County Residents: one thousand five hundred dollars (\$1,500) except for Blocks Nos. 17 through 27, and these shall be one thousand eight hundred dollars (\$1,800.00).~~
- ~~3. Out-of-County Residents: two thousand five hundred (\$2,500.00) except for Block Nos. 17 through 27, and these shall be three thousand (\$3,000.00).~~

~~The price for a lot shall be the aggregate of the price for each burial plot located within such lot.~~

~~B. Disinterments.~~

~~The Town of Frisco is solely responsible for the excavating of disinterments. Disinterment fees are assessed on an hourly basis as determined by the Cemetery Superintendent.~~

~~C. Excavating Fee~~

~~The Town of Frisco is solely responsible for the excavating of interments and disinterments. In the event that the remains of an unclaimed body is interred or disinterred in the Frisco Cemetery, excavating fees will be waived by the Town of Frisco.~~

~~The charge to open and close a grave is as follows:~~

Summer Burials: April 15 to October 31

Blocks 1 — 16 (Natural Area)
Per Cremain: _____ \$200.00
Per Casket: _____ \$600.00

Blocks 17 — 27 (Turf Area)
Per Cremain: _____ \$300.00
Per Casket: _____ \$900.00

Winter Burials: November 1 to April 14

Blocks 1 — 16 (Natural Area)
Per Cremain: _____ \$300.00
Per Casket: _____ \$900.00

Blocks 17 — 27 (Turf Area)
Per Cremain: _____ \$450.00
Per Casket: _____ \$1,350.00

~~All excavation for interments and disinterments shall be conducted exclusively by the Town, pursuant to the terms and conditions set forth in this chapter and the Rules and Regulations.~~

Section 2. That section 13-22, concerning winter burials, of Chapter 13 of the Code of Ordinances of the Town of Frisco, Colorado, concerning the Town cemetery, is hereby renumbered and amended to read as follows:

§ 13-21. § 13-22. Winter Burials. [Added 05-16-95, Ord. 95-05]

The Town of Frisco shall accommodate winter burials to the extent possible.

Section 3. Savings Clause. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, the remainder of this ordinance shall continue in full force and effect, it being the legislative intent that this ordinance would have been adopted even if such unconstitutional or invalid matter had not been included herein.

Section 4. Effective Date. This ordinance shall take effect pursuant to the Home Rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING
ORDERED ON THE 14TH DAY OF MAY, 2019.

Town of Frisco, Colorado:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

CEMETERY MANAGEMENT

Chapter 13 CEMETERY MANAGEMENT

- § 13-1. Establishment of Cemetery.
- § 13-2. Definitions.
- § 13-3. Appointment, Powers and Duties of Cemetery Board.
- § 13-4. Membership of Cemetery Board.
- § 13-5. Superintendent of Cemetery.
- § 13-6. Records, Issuance of Permits.
- § 13-7. Ownership of Lots and Burial Plots.
- § 13-8. Purchase of Lots and Burial Plots; Transferability.
- § 13-9. Rules and Regulations Adopted by Reference.
- § 13-10. Ownership; Management.
- § 13-11. Natural and Turf Areas in Cemetery.
- § 13-12. Interments and Disinterments.
- § 13-13. Disinterment Notice; Liability; Court Order Required.
- § 13-14. Application For and Selection of Lots and Burial Plots; Deeds.
- § 13-15. Transfer, Assignment and Repurchase of Lots and Burial Plots.
- § 13-16. Re-platting of Cemetery Boundaries; Roadways.
- § 13-17. Unclaimed Bodies.
- § 13-18. Protection Against Loss.
- § 13-19. Notification of Change of Address of Lot or Burial Plot Owner.
- § 13-20. Reserved.
- § 13-21. ~~Rates and Charges.~~
- ~~§ 13-22. Winter Burials.~~

[HISTORY: Adopted by the Board of Trustees of the Town of Frisco 06-01-74, Ord. 74-06. Amendments noted where applicable.]

GENERAL REFERENCES

§ 13-1. Establishment of Cemetery. [Amended 08-05-80, Ord. 80-20; 09-05-89, Ord. 89-21]

Pursuant to the authority conferred by Section 31-25-702, Colorado Revised Statutes, the Town of Frisco hereby establishes, by ordinance, the Town of Frisco Cemetery within the corporate limits of the Town of Frisco.

§ 13-2. Definitions. [Amended 05-07-91, Ord. 91-09; 11-02-99, Ord. 99-17; 03-18-03, Ord. 03-06; 05-25-04, Ord 04-06; 06-09-09, Ord. 09-11]

As used in this chapter, the following terms shall have the meanings indicated:

Burial plot means a single space within the cemetery designated for the interment of the remains of one deceased person and four (4) cremains.

Cemetery means a burial park for earth and crypt interments located at 809 East Main Street, Frisco, Colorado and owned and administered by the Town.

CEMETERY MANAGEMENT

Cemetery superintendent means the Public Works Director or his or her designee, sometimes referred to as the Sexton.

Cremains mean the cremated remains of a human body.

Disinterment means the removal of the buried remains of a deceased person from an earth burial.

Frisco resident means a full time resident of Frisco and or a person owning Frisco property. Residents of Bills Ranch, Giberson Tract, Wiborg Park, Evergreen, Frisco Heights, and Frisco Terrace Subdivisions may purchase burial plots at the Town of Frisco resident rate. Former residents of Frisco with relatives buried within the cemetery may purchase lots or burial plots at the Summit County resident rate.

Interment means the permanent disposition of the remains of a deceased person by earth or crypt burial.

Lot means a platted lot within the cemetery-that may consist of more than one (1) burial space.

Memorial means a monument, marker, tablet or headstone for family or individual use.

Monument means a monument, marker, tablet or headstone for family or individual use.

Natural areas means Blocks 1 through 16, inclusive, of the Frisco Cemetery that contains natural grasses and have limited maintenance requirements.

Pauper gravesites means Block 1, Plots 9 and 24 located in the Frisco Cemetery designated for the burial of unclaimed bodies. Procedures for which are set forth under section 13-17, Unclaimed Bodies.

Rules and regulations mean the Town of Frisco Cemetery Rules and Regulations, as amended from time to time, adopted by the Cemetery Board as set forth herein.

Summit County resident means a Summit County resident shall be described as a full time resident or property owner outside the corporate boundary limits of the Town of Frisco, but within the limits of Summit County.

Turf area means Blocks 17 through 27, inclusive, of the Frisco Cemetery that contains landscaped areas, sod with irrigation, and receive regular maintenance by the Town.

§ 13-3. Appointment, Powers and Duties of Cemetery Board. [Amended 09-05-89, Ord. 89-21; 06-09-09, Ord. 09-11]

There shall hereafter be appointed by the Town Council of the Town of Frisco a Cemetery Board which shall have the entire supervision, control and management of the Town of Frisco Cemetery, and which Board is hereby authorized to make all necessary rules and regulations governing the operation of said cemetery.

CEMETERY MANAGEMENT

§ 13-4. Membership of Cemetery Board. [Amended 9-5-89, Ord. 89-21; 05-25-04, Ord. 04-06; 06-09-09, Ord. 09-11]

The Cemetery Board shall consist of the Mayor of the Town of Frisco, the Cemetery Superintendent, Town Clerk of the Town of Frisco, the Museum Manager, and one (1) permanent resident of the Town of Frisco to be appointed by the Town Council for a term of three (3) years, which appointee shall not be an official of the Town of Frisco. Each member shall have one (1) vote on all matters.

§ 13-5. Superintendent of Cemetery. [Amended 09-05-89, Ord. 89-21; 03-18-03, Ord. 03-06]

The Cemetery Superintendent shall have charge of the cemetery, keep the grounds thereof in good condition and provide for the making of such improvements as the Town Council, or the Cemetery Board thereof, shall direct in accordance with this chapter and the Rules and Regulations governing said cemetery. It shall be the duty of the Cemetery Superintendent to see that all requirements and provisions of the laws of the State of Colorado or the ordinances and Rules and Regulations of the Town of Frisco are complied with.

§ 13-6. Records; Issuance of Permits. [Amended 05-16-95, Ord. 95-05; 03-18-03, Ord. 03-06]

The Town Clerk of the Town of Frisco shall keep and have custody of all books, records, and maps pertaining to the cemetery and shall issue all permits for burial, disinterment and removal of bodies in said cemetery.

Burial permits shall be required for all interments and an "Authority for Final Disposition" form issued by the registrar in the county where the death occurred shall be required prior to their issuance. [Colorado Department of Health Regulation VI (a)].

§ 13-7. Ownership of Lots. [Amended 09-05-89, Ord. 89-21; 03-18-03, Ord. 03-06]

All applications for the purchase of lots or burial plots in the cemetery shall be made to the Town Clerk who shall sell said lots or burial plots at such price or prices as set forth in this chapter and in the Rules and Regulations. The Town Clerk shall give a cemetery deed to the purchaser of any lot or burial plot purchased and paid for, specifying the burial space numbers and the block, and shall enter the same in the Town's records. Such cemetery deed shall be signed by the Mayor and attested by the Town Clerk, under the Seal of the Town. No lot or burial plot shall be sold to or purchased by a funeral director or other person for purposes of resale or speculation. No interment shall be made until the full purchase price has been paid to the Town of Frisco.

§ 13-8. Purchase of Burial Spaces; Transferability. [Amended 03-18-03, Ord. 03-06; 06-09-09, Ord. 09-11]

- A. Upon payment of the full purchase price to the Town of Frisco, a cemetery deed by the Town of Frisco shall be executed and delivered to the purchaser conveying the burial plot or lot subject to the rights and reservations contained herein, in the Rules and Regulations and in the conveying instrument.

CEMETERY MANAGEMENT

- B. No transfer, assignment or conveyance of any property right or interest in a burial plot or lot shall be valid without the consent, in writing, of the Town of Frisco.

§ 13-9. Rules and Regulations; Applicability. [Added 05-07-91, Ord. 91-91; Amended 03-18-03, Ord. 03-06; 05-25-04, Ord. 04-06; 06-09-09, Ord. 09-11]

All lot and burial plot owners, visitors, cemetery employees, persons working directly or indirectly for lot or burial plot owners and all lots and burial plots sold shall be subject to the Rules and Regulations, as adopted and as may be amended from time to time by a resolution of the Cemetery Board. A true and correct copy of the Rules and Regulations are on file in the office of the Town Clerk and may be reviewed by any interested person between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

§ 13-10. Ownership; Management. [Added 05-07-91, Ord. 91-09; Amended 03-19-03, Ord. 03-06; 05-25-04, Ord. 04-06; 06-09-09, Ord. 09-11]

- A. The cemetery is owned and managed by the Town of Frisco, Colorado.
- B. The Town Council has the right of general control of the cemetery in all matters, whether or not they are specifically covered herein or by the Rules and Regulations.
- C. The Cemetery Superintendent shall have complete supervision of all activities within the confines of the cemetery grounds.
- D. All applications for purchase, transfer, assignment or repurchase of burial plots and lots, interment and disinterment orders, foundation and monument permits and annual care or special permits of any kind must be made at the office of the Town Clerk or his/her designated agent. Only the Town Clerk is empowered to receive any and all moneys or payments and to issue receipts for the same in any and all transactions involving cemetery property or services.
- E. There will be no new fences allowed in the Frisco Cemetery. Other than the perimeter fence that defines the boundaries of the Cemetery as a whole, all fences within the Cemetery shall be removed as follows: (1) a written notice requiring the removal of the fence within thirty (30) days shall be provided to the owner of the Lot on which the fence is located; provided, however, that if the Town records do not contain information sufficient to determine the identity of the owner of the subject Lot or the mailing address for such owner, then the written notice may be made by way of publication of the same in a newspaper of general circulation in Summit County; (2) the written notice shall advise the owner that the failure to remove the fence on or before the date indicated in the notice will result in the removal of the fence by the Town, at which time the Town will hold the removed materials for retrieval by the owner for a period of thirty (30) days prior to disposing of them; and (3) if an owner shall fail to remove a fence after notice is provided as set forth above, then the Cemetery Superintendent shall arrange for the removal of the subject fence and the holding of the same for

CEMETERY MANAGEMENT

retrieval by the owner for not less than thirty (30) days prior to disposing of the removed materials.

§ 13-11. Natural and Turf Areas in Cemetery. [Added 05-25-04, Ord. 04-06]

Blocks 1 – 16 of the Frisco Cemetery shall remain natural areas. Blocks 17 – 27 of the Frisco Cemetery shall remain turf areas.

§ 13-12. Interments and Disinterments. [Amended 05-07-91, Ord. 91-09; 03-18-03, Ord. 03-06; 05-25-04, Ord. 04-06]

- A. Besides being subject to the Rules and Regulations and this chapter, all interments and disinterments shall be subject to the orders and laws of the properly constituted authorities of the Town, county and state.
- B. The Town shall not be responsible for the identity of any person sought to be interred, nor shall the Town be responsible in any way for the preparation of the body.
- C. All excavations for interments and disinterments shall be conducted exclusively by the Town pursuant to the terms and conditions set forth in this chapter and the Rules and Regulations.
- D. Only human remains shall be permitted in the Frisco Cemetery. No animal remains shall be permitted under any circumstance.
- E. All human remains disposed of within the Town of Frisco shall be disposed in the Frisco Cemetery. Remains shall not be disposed on any other public or private property.

§ 13-13. Disinterment Notice; Liability; Court Order Required. [Added 05-07-91, Ord. 91-09; 03-18-03, Ord. 03-06]

- A. All disinterments shall be performed exclusively by the Town. The Town shall exercise the utmost care in making a removal, but it shall assume no liability for any damage to any casket or body incurred in making a removal.
- B. No disinterment of a body will be made without a court order, permission from the Colorado Department of Health, and written permission from a duly authorized representative of the deceased.

§ 13-14. Application For and Selection of Lots; Certificates of Title. [Added 05-07-91, Ord. 91-09; Amended 03-18-03, Ord. 03-06; 06-09-09, Ord. 09-11]

- A. Applications for the purchase of cemetery lots or burial plots must be made at the office of the Town Clerk, where plats showing the size, location and description of all lots and burial plots are maintained.

CEMETERY MANAGEMENT

- B. The deed for any cemetery lot or burial plot will not be delivered to any purchaser until the purchase price of the same and the cost have been paid to the Town Clerk in full. The location and description shall be shown on the title.
- C. All deeds shall grant the lot or burial plot owner(s) the right to use such lot(s) or burial plot(s) for the burial of human remains only, subject to this chapter and the Rules and Regulations. The fee title to any lot or burial plot conveyed to a purchaser shall remain in the Town subject to the right of burial conveyed to the purchaser.
- D. 48 hours notice is required to flag burial plot locations.

§ 13-15. Transfer, Assignment and Repurchase of Lots. [Added 05-07-91, Ord. 91-09; 03-18-03, Ord. 03-06; 06-09-09, Ord. 09-11]

- A. No transfer or assignment of any lot or interest therein shall be valid without the consent, in writing, of the Town, first to be had and endorsed upon such transfer or assignment, and which thereafter shall be recorded on the books of the Town.
- B. It shall be unlawful to purchase cemetery lots or burial plots for resale or gift to a person of a different residential price classification.

§ 13-16. Re-platting of Cemetery Boundaries; Roadways. [Amended 05-07-91, Ord. 91-09; 03-18-03, Ord. 03-06]

- A. The rights to enlarge, reduce, re-plat and/or change the boundaries or grading of the cemetery or of a section or sections from time to time, including the right to modify and/or change the locations of or to remove or re-grade roads, drives and/or walks or any part thereof, are hereby expressly reserved. The right to lay, maintain and operate or alter or change pipelines and/or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved, as well as the right to use cemetery property not sold to individual lot or burial plot owners for cemetery purposes, including the interring and preparing for interment of dead human bodies or for anything necessary, incidental or convenient thereto. The Town reserves for itself and to those lawfully entitled thereto a perpetual right to ingress and egress over lots for the purpose of passage to or from other lots.
- B. No easement or right of interment is granted to any lot or burial plot owner in any road, drive or walk within the cemetery without the approval of the Cemetery Superintendent, but such road, drive or walk may be used as a means of access to the cemetery or buildings as the Town devotes to that purpose.
- C. The Cemetery Superintendent shall have the right, at any time, to close any road, drive or walk.

§ 13-17. Unclaimed Bodies. [Added 05-25-04, Ord. 04-06]

In the event a deceased, unclaimed body is found, it is the responsibility of Summit County to care for the corpse. The Town of Frisco requires all unclaimed bodies which will be buried in the Frisco Cemetery to be cremains only with any financial burden

CEMETERY MANAGEMENT

absorbed by Summit County. All rules, regulations, and burial procedures must be abided by Summit County.

§ 13-18. Protection Against Loss. [Amended 05-07-91, Ord. 91-09; 03-18-03, Ord. 03-06]

- A. The Town shall take reasonable precautions to protect lot and burial plot owners and the property rights of lot and burial plot owners within the cemetery from loss or damage; but the Town distinctly disclaims responsibility for loss or damage from causes beyond its reasonable control and especially from damage caused by the elements, an act of God, a common enemy, thieves, vandals, strikers, malicious mischief-makers, explosions, unavoidable accidents, invasions, insurrections, riots or orders of any military or civil authority, whether the damage may be direct or collateral, other than as herein provided.
- B. Any person damaging or causing to be damaged any cemetery property, whether owned by the Town or an individual, will be held liable to repair said damaged property or to replace the property damaged to its former state, without delay, and in a manner satisfactory to the Cemetery Superintendent.

§ 13-19. Notification of Change of Address of Lot Owner. [Amended 05-07-91, Ord. 91-09; 03-18-03, Ord. 03-06]

It shall be the duty of the lot or burial plot owner to notify the Town of any change in his post office address. Notice sent to such owner at the last address on file in the office to the Town Clerk shall be considered sufficient and proper legal notification.

§ 13-20. Reserved.

~~§ 13-21. Rates and Charges. [Added 05-07-91, Ord. 91-09; Amended 11-02-99, Ord. 99-17; 03-18-03, Ord. 03-06; 06-09-09, Ord. 09-11]~~

~~The following are rates pertaining to the cemetery:~~

~~A. Burial Plot.~~

~~1. Frisco Residents and Property Owners: one hundred dollars (\$100.00) except for Block Nos. 17 through 27, and these shall be one hundred twenty-five dollars (\$125.00).~~

~~2. Summit County Residents: one thousand five hundred dollars (\$1,500) except for Blocks Nos. 17 through 27, and these shall be one thousand eight hundred dollars (\$1,800.00).~~

~~3. Out-of-County Residents: two thousand five hundred (\$2,500.00) except for Block Nos. 17 through 27, and these shall be three thousand (\$3,000.00).~~

~~The price for a lot shall be the aggregate of the price for each burial plot located within such lot.~~

~~B. Disinterments.~~

CEMETERY MANAGEMENT

~~The Town of Frisco is solely responsible for the excavating of disinterments. Disinterment fees are assessed on an hourly basis as determined by the Cemetery Superintendent.~~

~~C. Excavating Fee~~

~~The Town of Frisco is solely responsible for the excavating of interments and disinterments. In the event that the cremains of an unclaimed body is interred or disinterred in the Frisco Cemetery, excavating fees will be waived by the Town of Frisco.~~

~~The charge to open and close a grave is as follows:~~

~~**Summer Burials: April 15 to October 31**~~

~~Blocks 1 — 16 (Natural Area)~~

~~Per Cremain: \$200.00~~

~~Per Casket: \$600.00~~

~~Blocks 17 — 27 (Turf Area)~~

~~Per Cremain: \$300.00~~

~~Per Casket: \$900.00~~

~~**Winter Burials: November 1 to April 14**~~

~~Blocks 1 — 16 (Natural Area)~~

~~Per Cremain: \$300.00~~

~~Per Casket: \$900.00~~

~~Blocks 17 — 27 (Turf Area)~~

~~Per Cremain: \$450.00~~

~~Per Casket: \$1,350.00~~

~~All excavation for interments and disinterments shall be conducted exclusively by the Town, pursuant to the terms and conditions set forth in this chapter and the Rules and Regulations.~~

~~**§ 13-22. Winter Burials. [Added 05-16-95, Ord. 95-05]**~~

The Town of Frisco shall accommodate winter burials to the extent possible.



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER
RE: PENINSULA RECREATION AREA OPERATIONS BUILDING DISCUSSION
DATE: MAY 14, 2019

Summary: The Town of Frisco budgeted for a new operations building at the Peninsula Recreation Area (PRA) in 2019, and approved a design/build contract with MW Golden Constructors by Resolution 19-16 on March 26, 2019.

The original project scope consisted of a 4,000ft² prefabricated metal building to be built out with 1,500ft² interior office space and 2,500ft² of maintenance and storage space. Through the programming review process, an additional 1,000ft² was added to the planned footprint for community/flex space.

The total budget for the project is \$1.7M, which includes owner's representative services, 3rd party inspections/testing, and other direct costs to the Town. The building budget alone is \$1.5M.

Jason Golden with MW Golden Constructors and Matthew Stais with Matthew Stais Architects have been working with staff to address programming, design, code, schedule and budget for this project. They will both be present at the May 14th Council meeting to discuss their progress to date and solicit feedback from Council to keep the project on task.

Background: In 2016, SE Group worked with staff, Council and the community to identify future amenities and needs at the PRA. Through those processes, a new building was proposed for office, maintenance and housing needs. In 2017, Norris Design facilitated a charrette for site planning purposes at the PRA, which further outlined the need and placement of such a building at the PRA.

On November 13, 2018, NV5 (owner's representative) and staff presented the possible scope of this building to Council. Based on current and future needs and budget, the building was presented as a 4,000ft² building with 3,000ft² for storage/maintenance and 1,000ft² finished office spaces. The project would be a design/build delivery.

The RFQP for this project was released on February 7, 2019, with submittals due from candidates on March 4, 2019. Four firms submitted proposals. All four firms were interviewed. The interview panel recommended MW Golden Constructors for the job, and a contract and resolution was brought before Council and approved on March 26, 2019.

Staff Analysis: The scope of this project is to provide all design and construction services to implement the goals of the project, including but not limited to architectural design, civil, electrical, structural, mechanical engineering services and any specialty design consultants as required, as well as construction services including pricing and cost validation, scheduling, project administration and management. To reflect the actual office and storage needs, the original scope was a 4,000ft² prefabricated metal building to be built out with 1,500ft² interior office space and 2,500ft² of maintenance and storage space. These are the numbers that were used for the original budgeting purposes. Through the programming and needs review, an alternative was included and accepted as part of the original RFQP. This alternative called for a roughly 1,000ft² addition of community/flex space to the planned footprint that would have access to the building via an interior door as well as a separate exterior entrance. This flex space can be used for community meetings, youth programming, staff meetings, rentable space, etc. It would be used to alleviate some of the pressure on both the Day Lodge and the Nordic Center, and has revenue generating potential.

The architecture of this building will complement the other buildings and style at the PRA, and will follow all code requirements. The building will maintain the feel and theme of the PRA, and will be adequate in size for now and future years.

Staff has been working with MW Golden Constructors and Matthew Stais Architects on the design, code requirements, location, programming, schedule and budget for the project. During the early site investigations utility locates were called and it was discovered that a snowmaking line and Xcel main service line bisect the originally proposed building on the site. See attached concept sketch with approximate utility locations marked.

These utility locates, community standards, and program needs have shaped the progress of the project up to this point and have culminated in updates that will be presented for Council's review and consideration, including:

- Building size and phasing
- Code requirements
- Site location(s) with utility constraints
- Pricing impacts
 - Relocating utilities to keep original proposed building
 - Relocating building away from utilities
 - Separating building to allow utilities to remain

Recommendation: Staff recommends the Town Council use this work session as an opportunity to gain a further understanding of the project, the challenges, the opportunities, and the costs. The utility locations and program needs have changed the scale and scope of the project. The Design Build Team has been working on the following alternatives to alleviate the utility concerns by relocating, phasing, or separating into two structures.

Council options include:

1. Relocate the building in its entirety uphill to avoid all utilities. All programming and construction would be completed in one phase. Estimated construction costs will most likely exceed budget.

2. Build only the original base bid which included the offices and the storage areas; location would still move uphill to avoid all utilities. Break out the multi-purpose space to a future phase and/or location.
3. Combine offices and the multi-purpose space to achieve efficiencies thru common baths, kitchen & staffing; break out storage to separate location, possibly future phase.
4. Delay the decision: Review the presented budget numbers and alternatives, potentially review other alternatives as appropriate, and return to Council at a future date for further discussion/decision.

Specific questions regarding the project will be asked and fielded during the presentation.

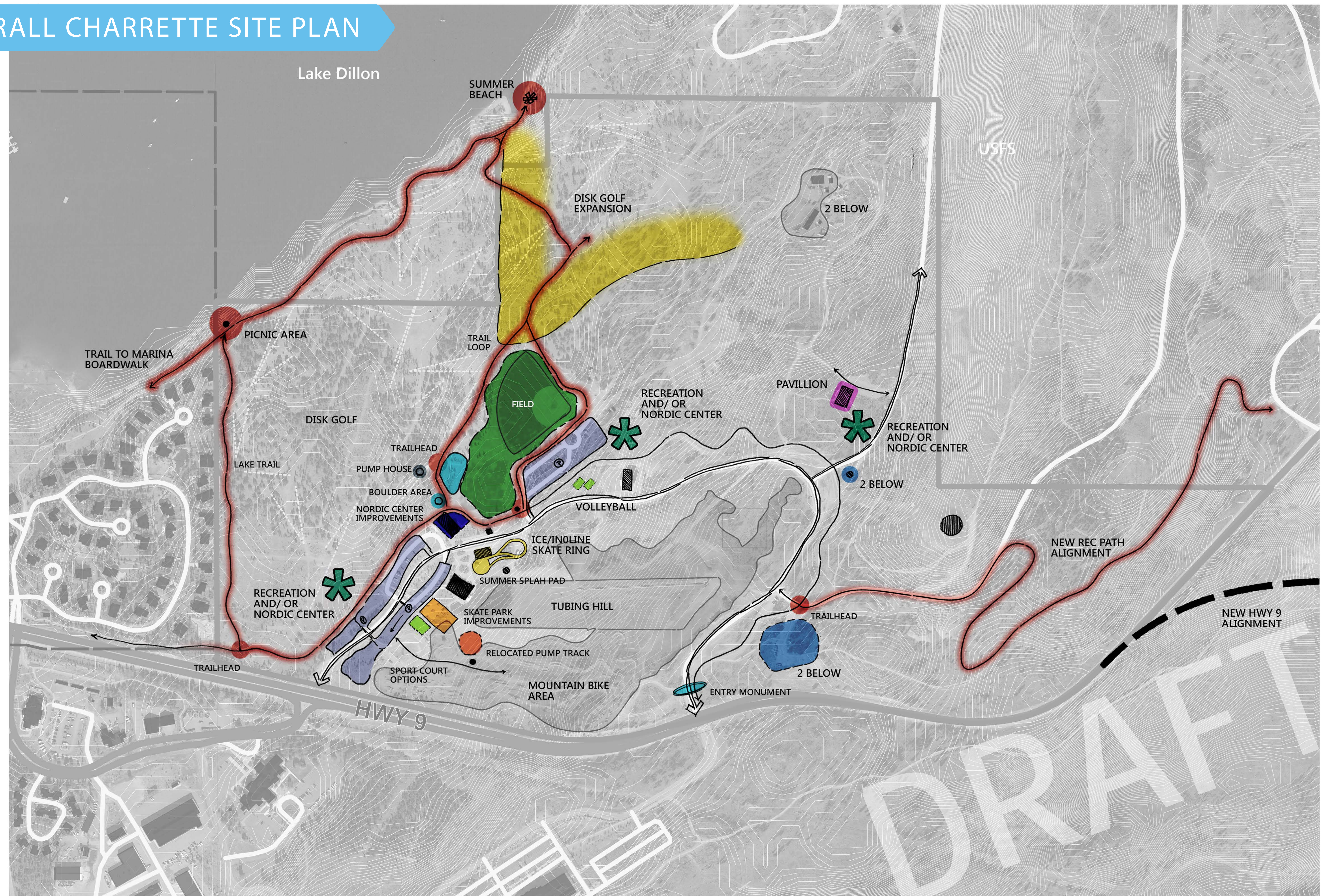
Financial Impact: The design and construction of this building is included in the 2019 budget for \$1,700,000 (20-2000-5077). The design/build services contract with MW Golden Constructors is a not to exceed \$226,646 for design fees. Construction costs at this time are estimated to exceed the budget and at the time of this writing are still being evaluated. High level budget numbers will be presented at Council to aid in the options presented above.

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

Nancy Kerry, Town Manager – Report is Approved. Recommend soliciting feedback from Town Council and to evaluate design options and return to Council at a later date with final design and construction costs.

Bonnie Moinet, Finance Director – Approved contingent upon Town Council direction and approval of additional costs associated with this project.

OVERALL CHARRETTE SITE PLAN



RECENT STUDIES AND COMMUNITY FEEDBACK

The Town of Frisco recently re-evaluated potential planning elements that had been identified in past master plans. With the information gathered the Town hosted a Community Conversation on future enhancements to the PRA on Thursday, February 23, 2017. Sixty community members attended and were a part of this interactive conversation, giving feedback on proposed ideas for enhancing the PRA during the summer and winter seasons.

After the input was analyzed, staff met with Town Council to prioritize elements and allocate funding for design and installation of the elements. Rank and responses are summarized herein. The charrette attendees used this information during the design charrette process to focus on locating 2017-2018 improvements in areas that will transition seamlessly as the PRA evolves.

2017 BUDGETED PROJECTS

NATURAL PLAY STRUCTURE
COMPOSTABLE TOILETS
DISC GOLF COURSE EXPANSION
IN GROUND SKATE PARK
COMMUNITY SPORT COURT

2018 BUDGETED ITEMS

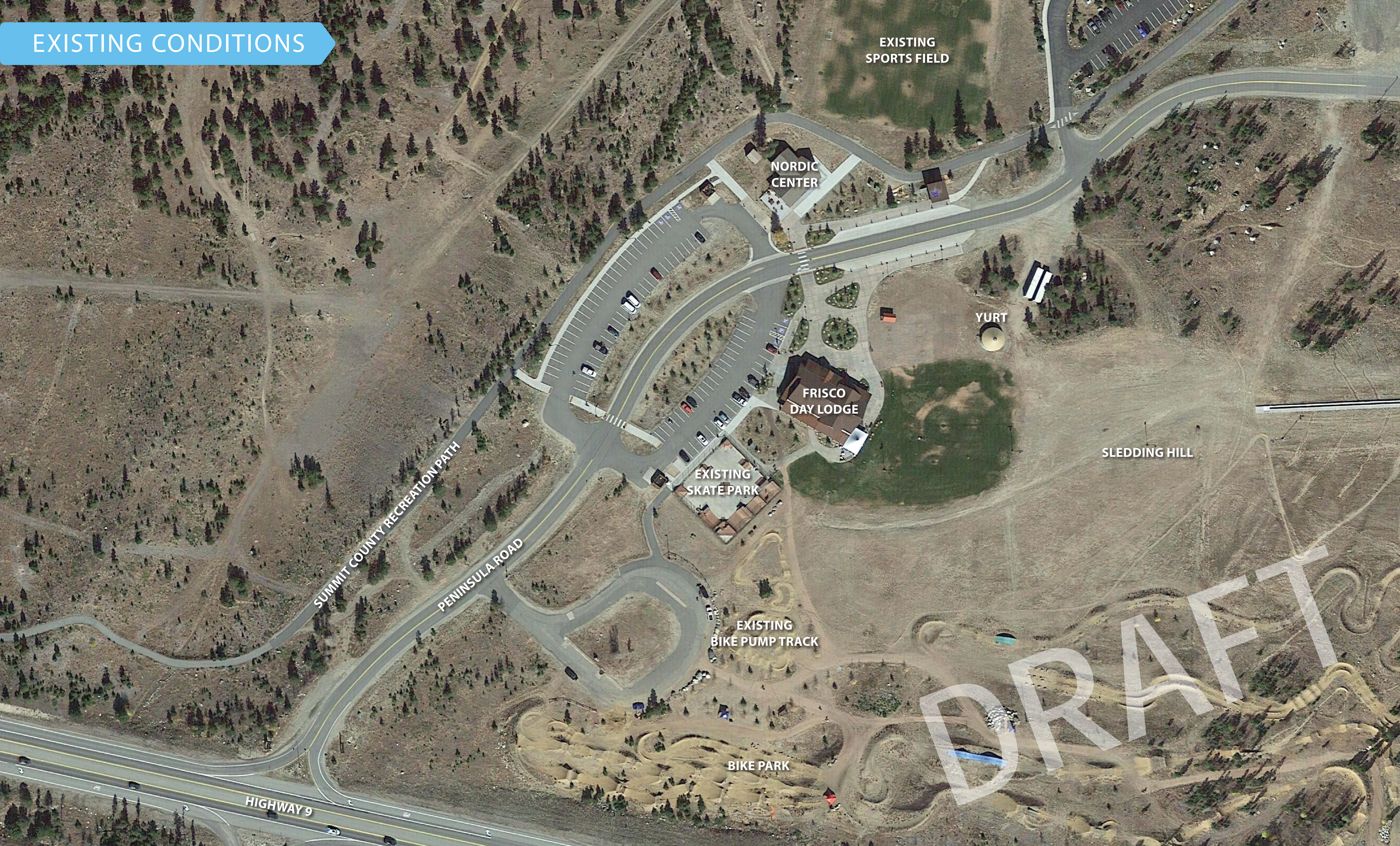
NORDIC BUILDING / CLUBHOUSE EXPANSION

2019 BUDGETED ITEMS

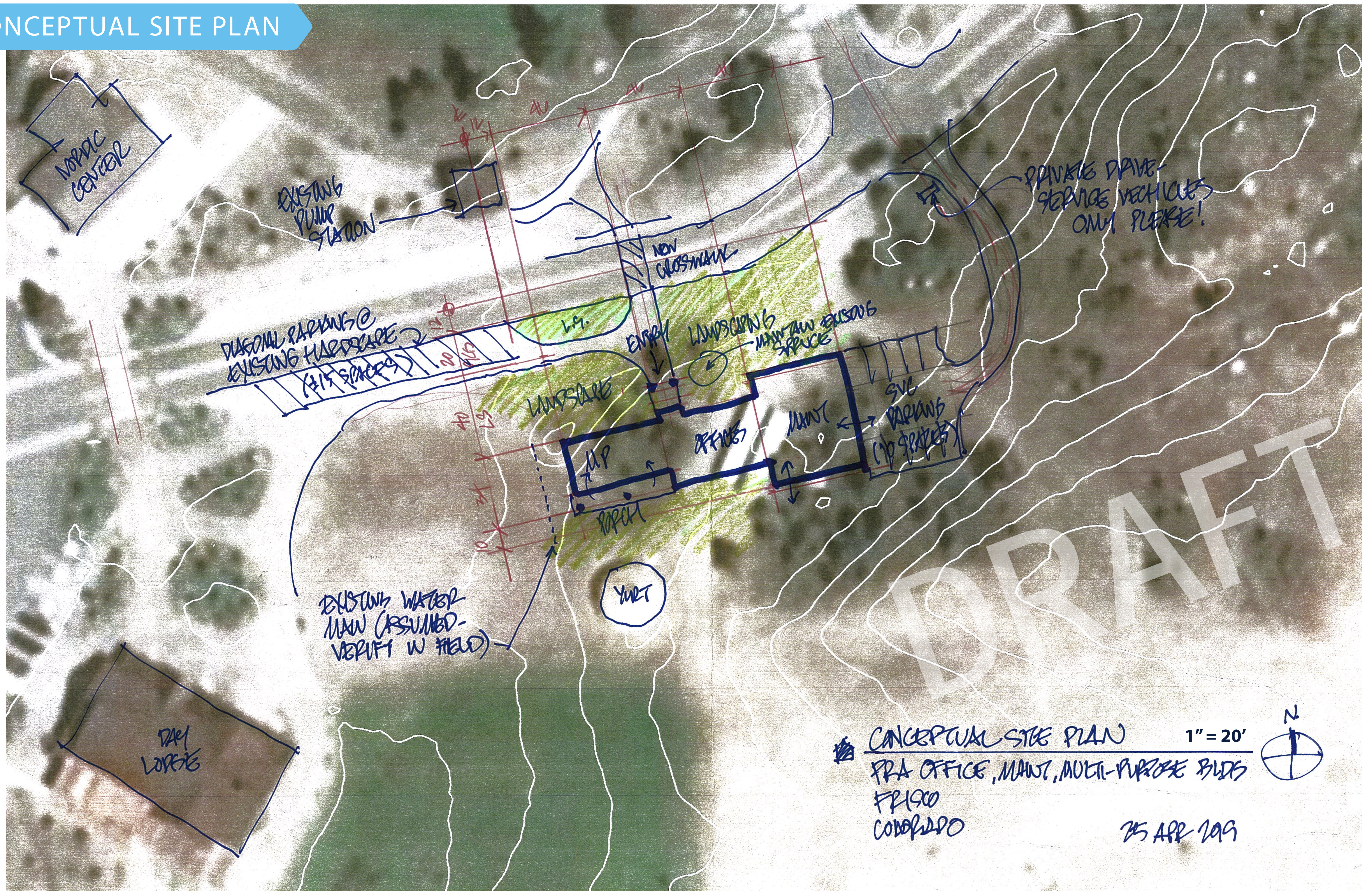
RECEPTION / OFFICES / CARETAKER UNITS



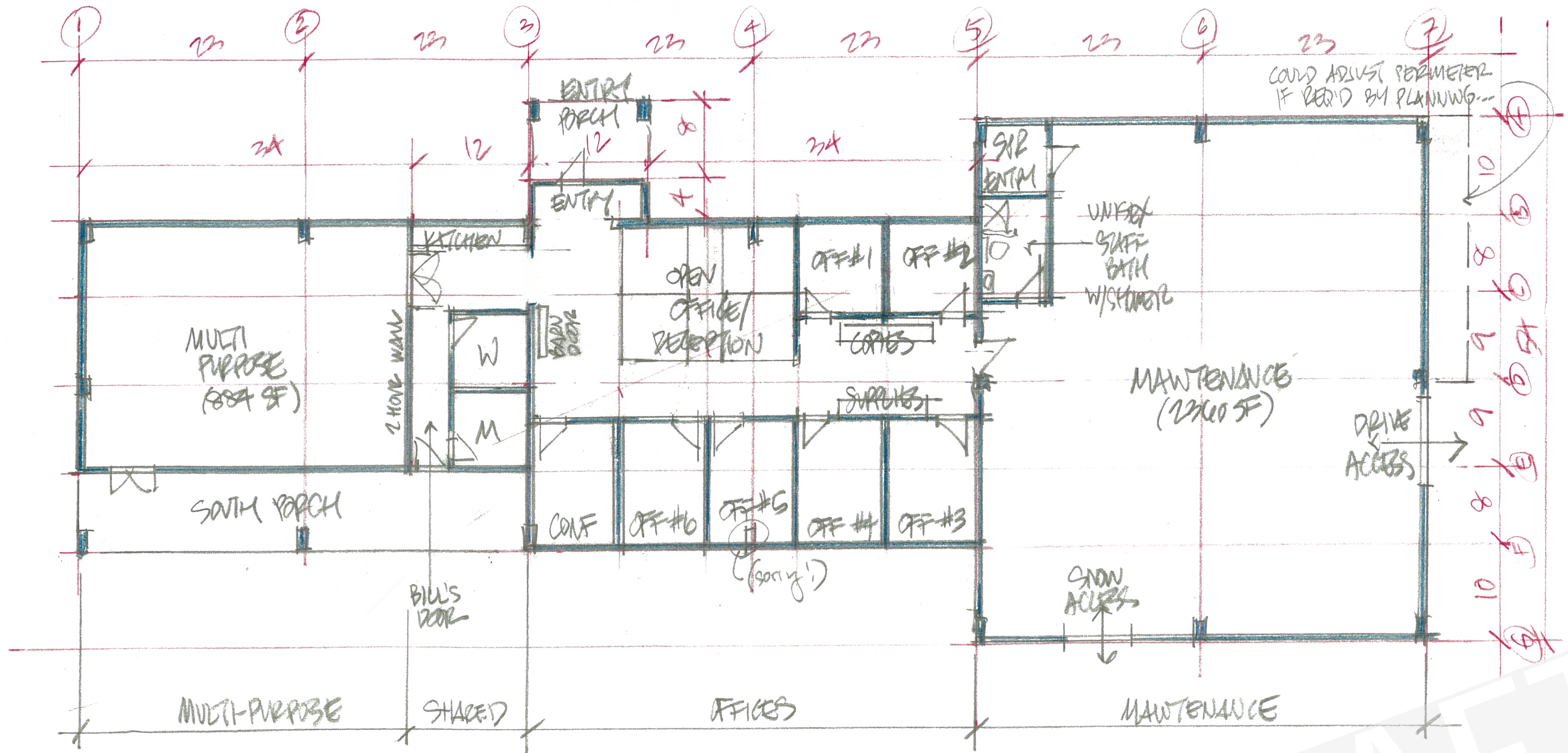
EXISTING CONDITIONS



CONCEPTUAL SITE PLAN



CONCEPTUAL FLOOR PLAN



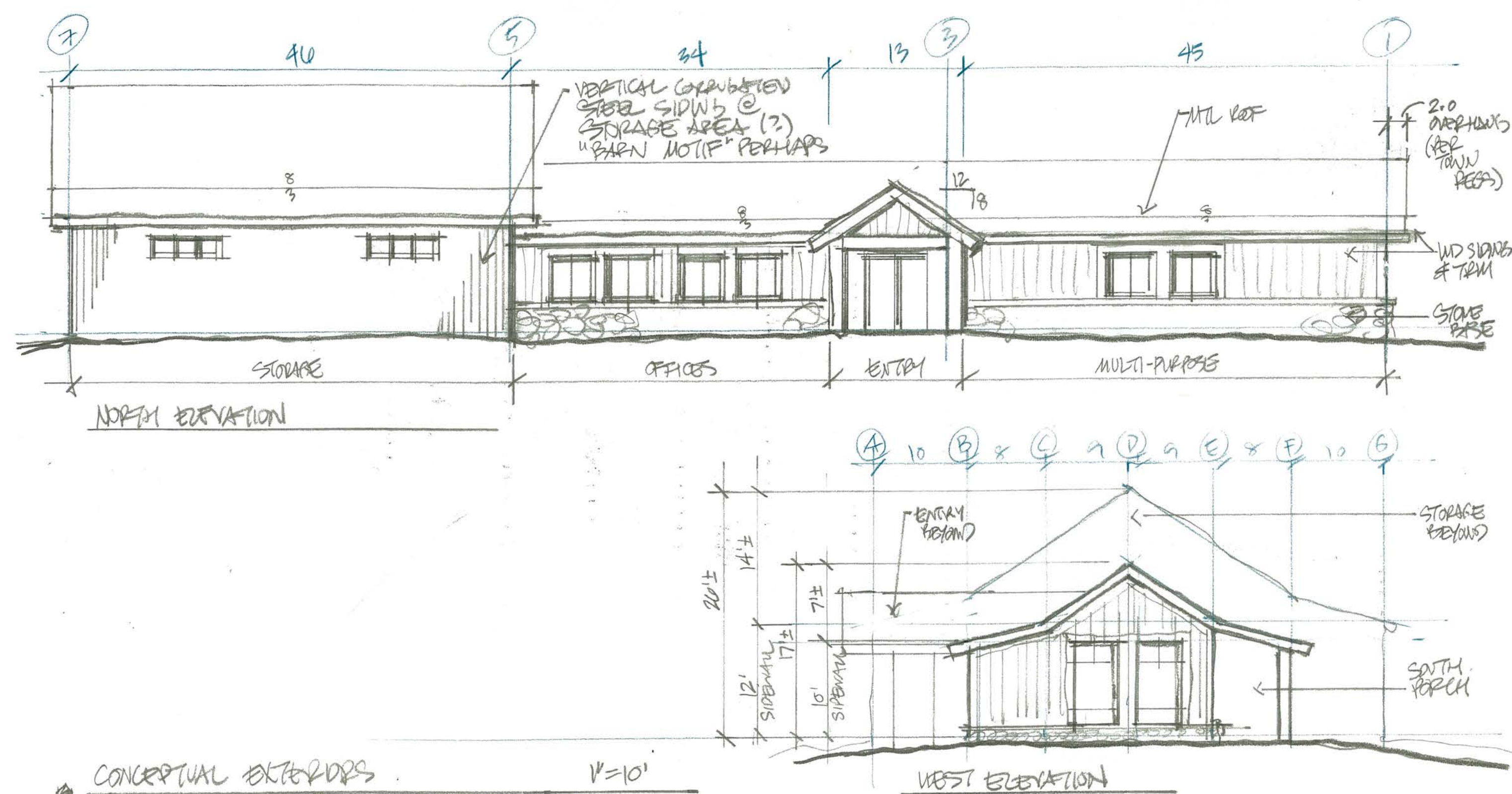
CONCEPTUAL FLOOR PLAN
 PRA OFFICE, MAINT & MULTI-PURPOSE BLDGS
 FRISCO
 COLORADO

25 APR 2019

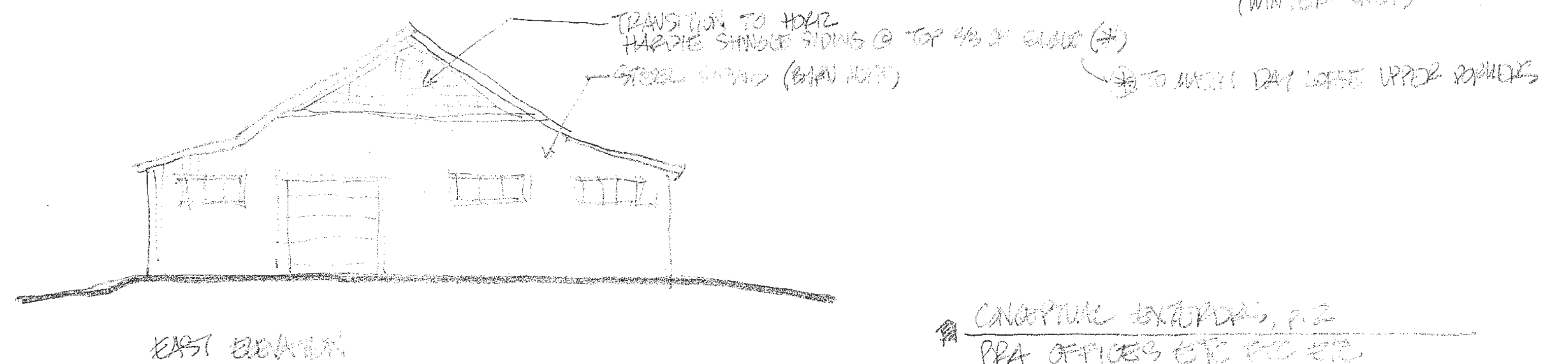
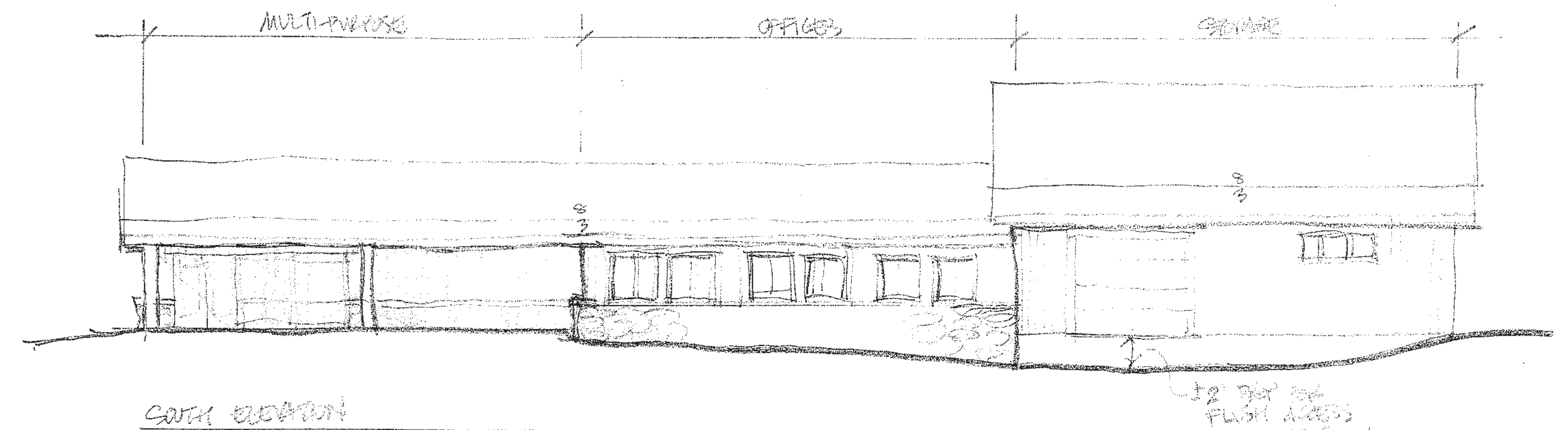
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CONCEPTUAL ELEVATIONS

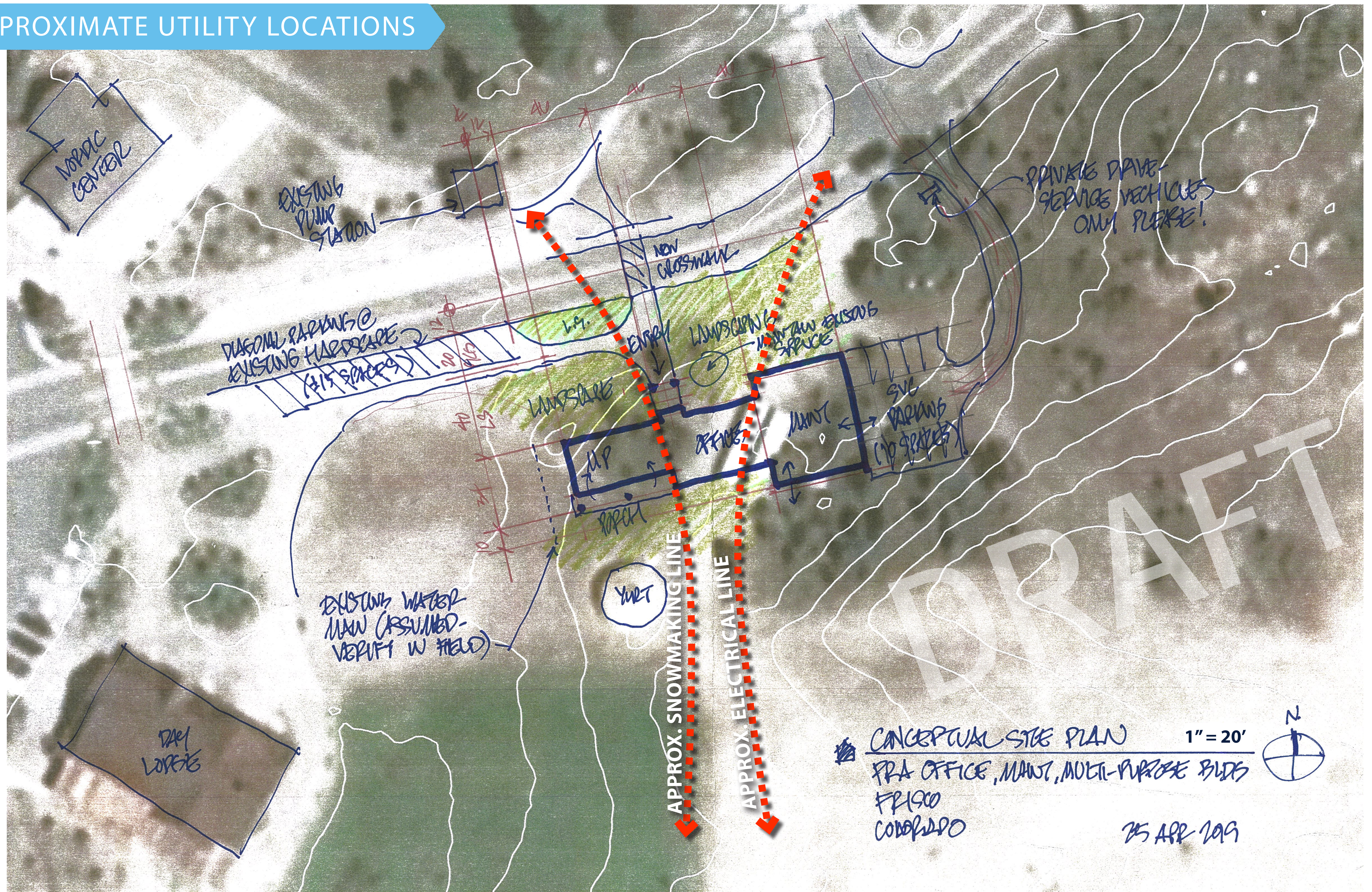


CONCEPTUAL EXPENDS.
PRA OFFICE, MAINT & MULTIPURPOSE BLDG
FRISCO
LO-08000
15 APR 2019



CONCEPTUAL EXPANSION, P. 2
PPA OFFICES ETC ETC ETC.
25 APR 2019

APPROXIMATE UTILITY LOCATIONS



CONCEPTUAL ALTERNATE #1

ADVANTAGES

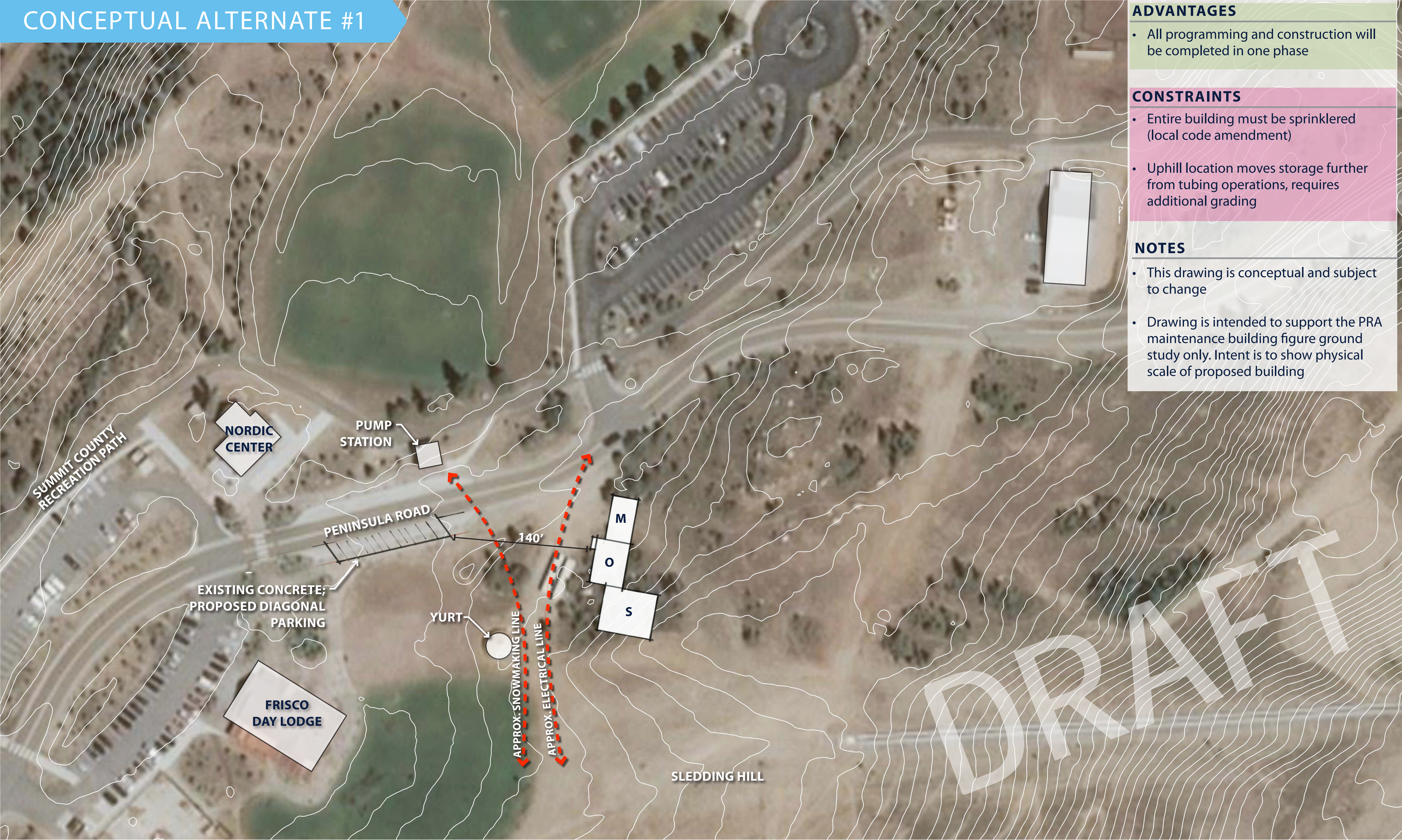
- All programming and construction will be completed in one phase

CONSTRAINTS

- Entire building must be sprinklered (local code amendment)
- Uphill location moves storage further from tubing operations, requires additional grading

NOTES

- This drawing is conceptual and subject to change
- Drawing is intended to support the PRA maintenance building figure ground study only. Intent is to show physical scale of proposed building



CONCEPTUAL ALTERNATE #2

ADVANTAGES

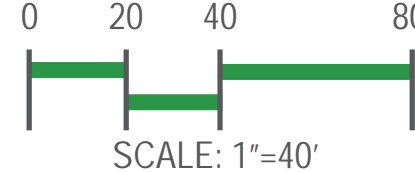
- Meets immediate storage and office needs

CONSTRAINTS

- Entire building must be sprinklered (local code amendment)
- No economy of sharing bathrooms and kitchen between offices & multi-purpose

NOTES

- This drawing is conceptual and subject to change
- Drawing is intended to support the PRA maintenance building figure ground study only. Intent is to show physical scale of proposed building



CONCEPTUAL ALTERNATE #3

ADVANTAGES

- The economy of shared facilities with the multi-purpose space and office space are utilized
- Storage is separate and basic. Storage may not need to be heated or sprinklered
- Existing paved area is utilized for on street parking
- Meets immediate storage and office needs

CONSTRAINTS

- Multi-purpose Space and Office Space may limit future options for existing open space

NOTES

- This drawing is conceptual and subject to change
- Drawing is intended to support the PRA maintenance building figure ground study only. Intent is to show physical scale of proposed building

