

***THE AUGUST 13, 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
AUGUST 13, 2019
4:30PM**

Agenda Item #1: Frisco Bay Marina – 2019 Project Update and Next Steps Review
4:30pm

Agenda Item #2: Plastic Bag Fee Ordinance for Consideration 5:30pm

Agenda Item #3: Family Intercultural Resource Center (FIRC) Funding Request 5:55pm

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
AUGUST 13, 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 July 23, 2019 Meeting
- Nicotine Tax Intergovernmental Agreement
- Renewal of ESRI GIS Intergovernmental Agreement with Town of Silverthorne and Town of Breckenridge

New Business:

Agenda Item #1: Resolution 19-26, a Resolution Adopting the 2019 Frisco Community Plan STAFF: SUSAN LEE 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: Resolution 19-27, a Resolution of the Town of Frisco, Colorado, Residential Housing Restrictive Covenant and Notice of Lien. STAFF: NANCY KERRY 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: First Reading Ordinance 19-14, an Ordinance Establishing a "Disposable Bag Fee"; Providing for the Payment and Collection of Such Fee; and Providing Other Details Related to the Disposable Bag Fee and, in Connection Therewith, Establishing a New Title for Chapter 124 of the Code of Ordinances of the Town of Frisco, Concerning Nuisances, and Re-Ordering the Provisions of Said Chapter STAFF: NANCY KERRY 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

Old Business:

Agenda Item #4: Second Reading Ordinance 19-13, an Ordinance Repealing Town of Frisco Ordinance No. 14-07, Which Ordinance Conditionally Vacated Use, as a Right-Of-Way, of a 0.441 Acre Portion of South Eighth Avenue STAFF: BILL GIBSON 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 #5: Executive Session Pursuant to C.R.S. 24-6-402(4) (a), Concerning the Purchase 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 Purchase of the Real Property Schedule # 1102499 & 6515233

Adjourn:



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER
TOM HOGEMAN, MARINA GENERAL MANAGER
RE: FRISCO BAY MARINA – 2019 PROJECT UPDATE AND NEXT STEPS REVIEW
DATE: AUGUST 13, 2019

Summary and Background: Increased recreational demands in the Town, especially along the waterfront of Lake Dillon, made 2017-2018 an ideal time for the Town to update its marina master plan, which was previously updated in 2008. After a thorough public process, the Town adopted by Resolution 18-11 the Frisco Marina Park Master Plan on June 26, 2018, which identified multi-phase projects to enhance the Marina.

Key conclusions from the Frisco Marina Park Master Plan included:

- The boat ramp is in the wrong place, dividing the park
- There is too much parking too close to the water's edge
- Pedestrian and bike access to the waterfront is weak
- Leverage the CDOT Gap project to improve pedestrian access at Summit and Main Street
- Buildings should be closer to the waterfront
- Boat storage buildings would reduce clutter and protect boating assets
- Park open spaces are too small and have limited use
- People want to be able to get to the water's edge

The plan is divided into four (4) implementation phases with the first phase initially consisting of the construction of the new office building, improved parking areas, utilities, sidewalks and paths, and entry improvements. However, the phasing of the projects changed in 2018 due to the low water levels on Dillon Reservoir.

In September of 2018, the water levels on Dillon Reservoir were down 14'. Conditions across the state were dry and Denver Water forecasted that by the end of March 2019, the reservoir could be down 35'. Staff and Council realized that due to the low water levels, the opportunity was right to capitalize on many of these marina projects, including the "Big Dig". The Big Dig project was identified as part of the Colorado River Cooperative Agreement that was signed in 2013 and had been in the planning phases for many years prior. The low water levels made it an ideal time to complete this project, and other projects that were identified and prioritized as part of the master planning process.

The projects budgeted for and completed in 2019, or near completion at this time, will be reviewed with Council during the August 13th work session. The feedback from the community on these projects has overwhelmingly been positive and supportive. These projects have resulted in more space, more volume, and more questions regarding phasing, parking, and space. Staff will review these projects, as well as the issues and concerns, with Council with the goal of working together to prioritize future projects and associated costs.

Analysis: Through the Town's budgeting process, Council authorized staff to pursue funding (bond revenues), in addition to projected marina fund revenues and reserve accounts, for 2019 marina capital projects totaling \$3,996,700 and an estimated list of projects in 2020 totaling \$3,602,500.

The projects that were initially prioritized and budgeted for 2019 included the Big Dig, fuel dock/relocation, site grading/prep, lift station/sanitation, shoreline beach, bulkheads/retaining walls, site utilities/infrastructure, landscaping, sidewalks/paths, and the boat ramp relocation. Other planned projects and costs for 2019 were wrapped into "Phase 1 Site Improvements" which included the boat ramp relocation, sidewalks/paths, site utilities/infrastructure, and the shoreline beach. However, the amount budgeted remained the same at \$3,996,700.

2019 Projects: Projects completed in 2019 or near completion at this time include:

- 1) **The Big Dig.** The objective of the Big Dig excavation project was to obtain a qualified earthwork construction firm who could handle a project of this size, in the short time frame available due to currently low water levels, at a fair price, while knowing that some design decisions were still being finalized. The project included excavation and replacement of 85,000 cubic yards of dirt in specific locations, the installation of a retaining wall on the eastern end of the property using new and existing block wall material, and the grading of a new boat ramp area. A contract between the Town and Schofield Excavation was executed on February 12, 2019, for a projected cost of \$1,474,222. Approximately four (4) new acres of land were created at the Marina as a result of this work. From the originally proposed 2019 budget, this project included the Big Dig, site grading/prep, and bulkheads/retaining walls.
- 2) **Phase 1 Site Improvements.** Many of the planned projects and costs for 2019 were wrapped into Phase 1. The Phase 1 scope of work included the relocation and construction of a three lane boat ramp to the south side of the pier, drive lanes, curb & gutter, utility infrastructure, and site hardscape and softscape. There was one bid alternate associated with the project for the material and delivery of sand for the new beach. A contract between the Town and Columbine Hills Concrete was executed on March 26, 2019, for a cost of \$850,895, which included the bid alternate of sand for the new beach. From the originally proposed 2019 budget, this project included the boat ramp relocation, sidewalks/paths, site utilities/infrastructure, and the shoreline beach.
- 3) **Fuel Dock/Relocation.** Per the marina master plan, the separation of temporary slips, long term slip holders and the general public was a high priority. To achieve such separation, new docks needed to be designed and purchased. Nearly 90% of the docks at the marina were supplied by Meeco Sullivan. These docks are quality docks that fit seamlessly with one another. On March 12, 2019, a contract was executed between the Town and Meeco Sullivan for the amount of \$593,489, for the purchase of new dock sections to fit together with the old sections to create one safe and seamless walkway. The purchase included a new fuel dock, a new 6' x 100' aluminum ADA gangway, an 8' x 474' walkway, three 8' x 20' platforms, and a new "A" dock.

Staff originally intended to utilize the old fuel system with the new fuel dock. However, upon further review and analysis with the fuel system experts, this is not possible. The new fuel system is currently in design for \$16,000. The installation of a new fuel system will be included in the 2020 budget request.

- 4) **Wetlands Mitigation.** As a result of the Big Dig project, 1.03 acres of wetlands along the edge of the Dillon Reservoir were 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. The restored wetlands sites were identified on two Town-owned properties in the Meadow Creek watershed. Work on the Hawn Drive site will begin mid-August. Survey work continues at this time on the 10.9-acre parcel between Basecamp and Hawn Drive with the goal of securing a conservation easement on this property. Costs were initially allocated in 2018 for some of the wetlands mitigation work however the project scope and costs were not fully vetted until 2019. Costs are estimated at ~\$100,000.
- 5) **Lift Station/Sanitation.** The current lift station will need to be replaced with the additional restrooms planned for both the Marina Office and Guest Services Building and the Food and Beverage building. \$100,000 is budgeted in 2019 for design and permitting. Additional funds will need to be allocated for construction when the Marina Office and Guest Services Building and/or the Food and Beverage Building are built.
- 6) **Fire Standpipe Design and Installation.** A manual dry standpipe is required by the international fire code for the new docks with hose connections located such that no point on the dock is more than 150’ from a hose connection. This cost was not realized and not budgeted for 2019. The project is currently out to bid at this time with an anticipated cost of ~\$75,000.

2020 Projects – (Phase 2) continued next page

2020 Projects (Phase 2):



Initially, it was thought the following list of construction projects would be undertaken in 2020, with a rough estimate of \$3.6M cost. However, with the new layout of the marina and the projects completed in 2019, along with less available funding, staff is bringing forward this discussion seeking Council direction and prioritization of projects. Staff recommends completing the entire design of the Phase 2 site, before any additional construction is begun, to ensure the final outcomes meet the Council's complete vision for the Marina.

- 1) **Intersection/Entry Improvements.** Improving the Marina entry and Highway 9 intersection was initially considered to be completed in 2020. Staff recommends tabling this aspect to a later date once CDOT's "Gap Project" is completed and the effects of this project are realized.
- 2) **Sidewalks, Paths and Parking Areas.** Additional sidewalks and changes to the parking areas were included in the 2020 construction project list. Some of these proposed parking changes are estimated to exceed available funds. Staff recommends analyzing the parking in conjunction with final design of what remains to be constructed along with utilization of the B1 lot once the dirt is removed. The master plan includes designing a new drop off area by the proposed F&B building as well. Construction costs are not yet estimated because final design for the other elements (office and guest services building and F&B building) needs to be completed first.
- 3) **The Marina Office and Guest Services Building.** Construction of this new 4,846ft² building was included in the 2020 construction project list. This building has been through the approval process with the Frisco Planning Commission. The Town published a construction bid for the project and initially selected a contractor with a bid of \$2,457,000 (\$500+/ft²). However, when the water levels dropped in 2018/2019, priorities changed and the "Big Dig" was elevated to the highest priority. It is expected the cost to construct this building now has increased from the previous proposed bid figure. Council may consider reducing the size of this building to account for the high cost of construction, along with large maintenance costs associated with a large building that provides services requiring limited time in the building (rental and boat check in/out), retail, and offices. A current cost estimate for this building is \$3M.

- 4) **Lift Station.** Construction of the lift station was not included in the original building construction budget and is estimated to be between \$500,000 and \$800,000.

In addition to the above items, the following two projects need consideration at this time.

- 5) **Fuel System.** This installation of the fuel system is a new request for 2020. Design of the system will be completed in 2019 with the goal of installation and construction 2020. This is an important aspect that need not wait for final design of the rest of the project site. This project is estimated to cost \$100,000 and would be released as an RFP in early 2020. As mentioned above, staff originally intended to utilize the old fuel system with the new fuel dock. However, upon further review and analysis with the fuel experts, this is not possible. The new fuel system is currently in design and staff recommends completing construction in 2020.
- 6) **Food and Beverage Building.** The F&B building (restaurant) needs discussion and Council consideration in terms of scale, scope, and construction priority. A food and beverage building is listed in the Marina master plan and was proposed as a potential 2022 construction project. The F&B building was proposed as a stand-alone 2,500ft² building with indoor and outdoor seating (no further design has been vetted). Construction was estimated at \$200/ft² (\$500k). Extrapolating cost estimates from the office building bids and other recent bids received, a stand-alone restaurant is more reasonably estimated between \$400/ft² and \$600/ft² (\$1M and \$1.5M).

Now that Phase 1 is nearly complete and the project is moving into the next phase, it is recommended the final design of the Phase 2 site area is completed before any further construction. First, it is important to know the scale and scope of all buildings to be constructed in the project site area in order to scale the buildings and facilities together. Secondly, the operations and uses of the F & B building may impact the uses of the Office/Guest services building. And finally, there are likely economies of scale to be realized if all infrastructure is constructed in the project site at the same time.

Financial Impact: On January 22, 2019, the Town Council approved Ordinance 19-01 authorizing issuance of Marina Enterprise Revenue Bonds in an amount not to exceed \$6,000,000 to provide funding for capital projects to expand capacity at the Marina to complete the first two phases of the Marina Park Master Plan. Note: with initial project costs estimated at \$7.6M, and bond proceeds of \$5M, it was understood the Town would need an additional \$2.5M or more to complete all of the proposed projects at the Marina.

The Marina Enterprise Revenue Bonds successfully sold on February 6, 2019, resulting in bond proceeds of \$5,000,000. Closing costs were \$200k and required reserves are \$400k, resulting in a bond issuance of \$5.6M. Bond payments began June 1, 2019 (interest only) and final payment is due December 1, 2048.

The projected cost estimated for 2019 projects (Big Dig, Phase 1) was \$3,996,700. The actual cost is estimated at approximately \$4,300,000 (a few final invoices have yet to be received). The additional costs are primarily due to change orders for unexpected construction needs, design work, and engineering. Some additional work provided by the contractors was done at no charge to the Town, and other work was reasonably billed to the project.

As shown on the table below, there is currently \$3.3M in the Marina capital fund balance (accounting for all projected Phase 1 costs). Three of the six (6) projects discussed earlier slated for completion in the next phase(s) of the Marina are estimated at \$5,500,000, (which doesn't include entrance / intersection improvements, additional sidewalks, parking, and infrastructure needs), leaving a potential of \$2.2M+ needed from other revenue sources.

Table 1: Proposed Construction Projects at Marina

	<u>Estimated Cost</u>	<u>Net Fund Balance</u>
Marina Capital Fund		
Available Balance 2020-2022		\$ 3,300,000
Capital Expenses		
(1) Entrance and intersection improvements	Unknown	
(2) Addt'l sidewalks, parking, infrastructure	Unknown	
(3) Office and guest services building	\$ 3,000,000	
(4) Lift station	\$ 800,000	
(5) Fuel system	\$ 100,000	
(6) Food and Beverage (design 100k / construct \$1.5M)	<u>\$ 1,600,000</u>	
Subtotal of projected cost estimates:	\$ 5,500,000	-\$ 5,500,000
Unfunded Potential Need from other Sources:		-\$ 2,200,000+

Alignment with Strategic Plan: Per the 2019-2020 Town of Frisco Strategic Plan, the improvement of the waterfront marina is a goal for Council. The Town recognizes the importance of its recreational opportunities as essential to the Town's vibrancy, providing unique opportunities for visitors and locals to explore, play, experience, and share with the broader community. Such vibrant recreation is central to the community's economic vitality and therefore a high priority for the Town Council to maintain, sustain, and protect for future generations.

The following milestones have been achieved under this goal:

- Revenue bonds issued to fund improvements
- Completion of the Big Dig
- Completion of Phase 1 construction
- Installation of new docks

The wetlands mitigation project is currently underway and will continue through August. Staff continues to work on the conservation easement at this time.

Staff Recommendation: Staff is seeking Town Council direction to (1) prioritize the remaining projects, and (2) direction to proceed with design of Phase 2 Site Improvements. Finishing the design of the area depicted in the picture on page four, would ensure future construction is aligned with the Council's priorities and vision for the area. Finishing the architectural designs as identified on the Master Plan, or per Town Council's direction, would complete the vision for the area. (Note, the Master Plan identified the area for a new office/guest services building, a F&B building, splash pad and skating pond, landscape, and finished sidewalks/paths/ and drop off area).

Staff Recommendation (continued):

Costs to complete construction drawings for the office building, design of the food and beverage building or area, as well as civil and landscaping design work are estimated at \$160,000.

As noted earlier, the design work is needed to successfully plan for future construction projects. The process will also help Council answer questions about the future of the Lund House and the Island Grill buildings, the seasonal or year-round nature of the spaces, as well as any other proposed amenities in this area.

Once final designs are complete, staff would return to Council for further analysis and discussion to prioritize construction.

Reviews and Approvals:

This report has been reviewed and approved by:

Nancy Kerry, Town Manager – Approved; Council, I support completing design of the Phase 2 site area before any further construction. I also support a ‘no – rush’ approach to this next phase to ensure the design and construction of the next phases of the Marina improvements are fully aligned with the Town Council and community vision for the space by finishing all of the design work first, obtain real construction cost estimates based on final design, and return to Council for prioritization and funding.



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NANCY KERRY, TOWN MANAGER
RE: DISPOSABLE BAG FEE ORDINANCE FOR CONSIDERATION
DATE: AUGUST 13, 2019

Summary and Background: During the Town Council Strategic Planning Workshop in April, Council created the Strategic Priority, Sustainable Environment. To meet this priority Council created the goal to reduce the amount of waste that the Town of Frisco produces with plans to adopt a disposable bag (both paper and plastic) fee ordinance. The disposable bag fee will address the environmental problems associated with disposable bags and to meet the Town Council's goal of reducing waste. The Town Council intends that the requirements of this ordinance will assist in offsetting the costs associated with using disposable bags to pay for the mitigation, educational, replacement, and administrative efforts of the Town.

Analysis: The Town, through its policies, programs, and laws, supports efforts to reduce the amount of waste that must be land-filled and pursue sustainability initiatives as a goal by emphasizing waste prevention efforts. The use of single-use disposable bags has severe impacts on the environment, from both a local and global scale, including greenhouse gas emissions, litter, harm to wildlife, atmospheric acidification, water consumption and solid waste generation.

Despite recycling and voluntary solutions to control pollution from disposable carryout bags, many disposable single-use bags ultimately are disposed of in landfills, litter the environment, block storm drains and endanger wildlife. The Town Council aims to conserve resources, reduce greenhouse gas emissions, waste, and litter, and to protect the public health, safety, and welfare, including wildlife, all of which increase the quality of life for the town's residents and visitors. Studies document that charging a mandatory fee on disposable bags can dramatically reduce the use of these bags.

Key Features of the Ordinance

Bag fee: Proposed at \$0.10 (ten cents), which is a common, if not standard fee.

Requires creation of “*Disposable bag fee public outreach plan*” to raise awareness and educate residents and visitors regarding the Disposable Bag Fee and requires informational sessions and communications with Retail Stores to explain the Disposable Bag Fee.

Implementation date: January 1, 2020 to provide retailers sufficient time for education, awareness and implementing processes.

Financial Impact: The amount of revenue generated is not anticipated to be significant, as many communities nationwide have long ago adopted a similar fee resulting in measurable increase in the number of people who already use reusable bags. Proceeds from the fee will fund the education, outreach, and staff support of the program.

Over the years, with many communities around the country banning single-use plastic bags, or adopting a fee for use of single-use and disposable bags, the impact to businesses has been minimized as the use of reusable bags trended upward. In addition, the attached Ordinance allows businesses to keep the revenue collected for the first twelve months, up to \$1,000 per month, to offset first-year implementation expenses.

Alignment with Strategic Plan: Adoption of a fee for use of disposable bags will help reduce single use plastic bags and other disposable bags. Adoption of the attached ordinance aligns with Town Council’s Sustainable Environment goals in the 2019-2020 Strategic Plan.

Staff Recommendation: Staff recommends the Council take one of the following options:

1. Adopt the attached ordinance; or
2. Provide direction to staff regarding changes to the ordinance in accordance with Town Council’s interests and goals.

Reviews and Approvals:

Bonnie Moinet, Finance Director - Approved



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NANCY KERRY, TOWN MANAGER
RE: FAMILY AND INTERCULTURAL RESOURCE CENTER (FIRC) FUNDING REQUEST
DATE: AUGUST 13, 2019

Summary and Background: The seventh annual Open Enrollment period is approaching and the FIRC Health Enrollment team is predicting a staffing shortage in meeting the unique community needs this Open Enrollment period will present. FIRC is asking for funding that would allow them to hire three full-time, seasonal health coverage guides to support the community and the health team through the Open Enrollment season.

Analysis: The current FIRC Health Team will not be able to provide high-quality health navigation services to enroll 1,400 Summit County residents mainly due to the major shifts in the Summit County healthcare landscape. Details of these changes can be found in the letter the FIRC submitted with this request (attached).

Financial Impact: FIRC's letter requested \$60,000 from Summit County Towns and the County, which resulted in this being discussed at a recent meeting of the local Town and County Managers. The Manager's recommended FIRC seek additional contribution of \$20,000 from Centura/SMC which is significantly impacted by FIRC services and in turn, the Managers agreed to bring the request forward to their elected officials. The Summit County BOCC agreed to contribute \$8,000. If each of the remaining Towns also agreed to contribute \$8,000, this would close FIRC's funding gap. If the Town Council elects to take action on this item, this funding was not included in the 2019 budget however, there is available funding in the Town's discretionary funding account.

Staff Recommendation: As this is a policy decision of the Council, there is no staff recommendation.

Reviews and Approvals:

Nancy Kerry, Town Manager

Attachment 1

FIRC Letter



P.O. Box 1636 | 251 W. 4th Street | Silverthorne, CO 80498
P 970-262-3888 | F 970-513-1167 | www.SummitFIRC.org

June 27, 2019

With the seventh annual Open Enrollment period approaching, the FIRC Health Enrollment team is predicting a staffing shortage in meeting the unique community needs this Open Enrollment period will present.

The FIRC Health Team is currently staffed by four full-time year-round certified health coverage guides (including the Program Manager), and two part-time year-round certified health coverage guides. At this current staffing, the FIRC Health Team is able to provide high-quality health navigation services and enroll about 1,400 Summit County residents annually.

Major shifts in the Summit County healthcare landscape

- **Kaiser Permanente** health insurance plans will not be offered on the individual marketplace for plan year 2020. **Year over year, just over 50% of FIRC Health Insurance clients alone have selected Kaiser Permanente as their carrier.** As a result, a significant group of people will not be eligible to auto-renew their previous plan, and will need to re-start the insurance application and enrollment process.
 - FIRC has 694 existing Connect for Health Colorado clients. Of these, about 300 are Kaiser Permanente members. FIRC anticipates needing to meet the need of not only these clients who will need to re-start their health insurance process, but community members who have not previously received assistance at FIRC, but will be driven to FIRC by Kaiser leaving the individual market.
- **Peak Health Alliance** will be offered on the individual market for the first time, bringing long-awaited dramatically lowered (15-20%) premium prices to Summit County residents. This cannot be ignored. With the introduction of Peak, residents who have never before been able to afford insurance will finally have relief.
 - Peak Health Alliance is rolling out a massive county-wide marketing campaign for enrollment in Peak products. Market data estimates a campaign of that caliber will drive 4,000 lives to enrollment.
- **Bright Health Plan** is the carrier that will be offering Peak Health Alliance products. They will not be offering their own products, unlike in years past, and therefore the consumers previously enrolled in insurance directly through Bright Health will also need



P.O. Box 1636 | 251 W. 4th Street | Silverthorne, CO 80498
P 970-262-3888 | F 970-513-1167 | www.SummitFIRC.org

to start over in the application and enrollment process. This is 30% of FIRC's Connect for Health CO's clients.

Considering the sweeping changes mentioned above and the news of a potential decrease in rates (29% rate decrease attributed to reinsurance), FIRC anticipates seeing about 1,000 clients for health insurance navigation alone in Open Enrollment 7, potentially more considering our existing client base.

FIRC is asking our partners to help us fund this community need. FIRC needs \$60,000 to hire three full-time, seasonal health coverage guides to support the community and the health team through the Open Enrollment season.

- \$25.00/hour, 40 hours/week.
- 25% fringe \$6.25/hour
- Time period: October 1, 2019 – January 24, 2020, with the exception of holiday weeks. FIRC Health Team needs a total of 16 weeks of additional staffing support.
- 1 employee = \$16,000 + \$4,000 fringe for short term Open Enrollment support (Total: \$20,000). 3 employees to hire seasonally is desired.
- Total needed: \$60,000.

The uninsured rate in Summit County (hovering consistently around 14%) has long been higher than the state average (consistently around 8%). Open Enrollment 2019-2020 has the inspiring potential to be the year that Summit County residents get access to affordable health care. FIRC has been a major player in the rise of this opportunity, and has a team of hard-working Health Navigators prepared to train seasonal employees and guide the county through this enrollment period.

Thank you for your time and consideration.



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: AUGUST 7, 2019 (FOR AUGUST 13, 2019 TC MEETING)

Marketing:

Public Information

- The Town of Frisco worked with Denver Water to release information and clarification about swimming in Dillon Reservoir after receiving inquiries about swimming from the newly expanded and very popular beach at the Frisco Bay Marina. Denver Water released an article lauding the first two phases of construction and information about swimming on their channels almost immediately upon request, and the Town of Frisco distributed as well- [Denver Water article and video](#).
- Media were particularly interested in information about the unusual and late spring runoff and conditions on the recreation path through Ten Mile Canyon. Here are links to some of that coverage.
 - [Channel 4 recreation path coverage](#)
 - [Channel 9 recreation path coverage](#)
 - [Channel 7 recreation path coverage](#)
 - [Fox31/Channel 2 recreation path coverage](#)
- The Town of Frisco also had coverage of the new electric vehicle charging station.
 - [Fox31/Channel 2 coverage](#)
 - Channel 7 also covered (no clip available)
- Channel 7 covered the potential [single use bag fee](#).

Collaborations

- Town of Frisco took over [Visit Colorado's Instagram account](#) from June 21 to June 27. The town posted content twice a day, including content from Copper Mountain to support that partnership. Frisco's content elicited 24,351 engagements. This is a free opportunity made available by the Colorado Tourism Office, and Frisco is able to take advantage of this opportunity because of the great photography we have.
- In support the Town's strategic goal to encourage multi-modal transportation/sustainability for the second year, the Town of Frisco continued to step up support for the countywide **Bike to Work Day** by utilizing the CDOT provided artwork to customize posters, ads and bike stop banners (which were reused for the second year), placing and paying for Summit Daily ads and printing all Bike to Work Day

posters. The project was a collaboration between PANTS and Town of Frisco Human Resources and Marketing Departments. In 2017, there were 313 participant stops at bike stations, in 2018, there were 593 participant stops and in 2019 there were 504 participant stops. This year there were seven stops, rather than nine, so that likely impacted the participant numbers. 34 Town of Frisco employees rode their bikes to work that day, and the Frisco Main Street station was the most visited in the whole county with 142 bikers stopping by. The station offered breakfast burritos, fresh fruit, yogurt/granola and coffee. Here is [a recap video](#) of the day's efforts from Frisco's perspective.

- In support the Town's strategic goal for a thriving economy, the Town of Frisco once again partnered with the Next Page on their **Where's Waldo scavenger hunt**, which encourages visits to 25 local businesses where children are tasked with finding Waldo who is hidden somewhere in the business. The Next Page had been struggling with printing costs and was not sure that they could continue this successful program where "kids search, while parents shop". The Town now prints the passports, in order to support this economic development effort and encourage childhood engagement with books. 102 completed passports were turned in, expressing at least 1,020 business visits, although we imagine that many children went to businesses, but did not get to the 10 stores required in order to turn in their passport and some went to more than 10 stores.

Destination PR/Media Coverage

Frisco's PR Company, B PR, not only focused on getting solid BBQ coverage this year as a platform to tell Frisco's story and attract visitors throughout the season, but they also shopped stories highlighting the offerings and improvements at the Frisco Bay Marina to positively impact the economics at the Marina and in the community. So far this summer we have hosted four media with the Marina as a primary focus, and B PR has confirmed that one writer will have placement in the Washington Post with their Frisco Marina story. Here are some of the highlights from the past two months, which are intended to support Frisco's economic vitality.

- The Frisco Bay Marina was included in the [Summer 2019 issue of Colorado Traveler Magazine](#). Colorado Traveler delivers the best of Denver and Colorado—from dining to shopping to attractions and more. The magazine is located in the best hotel rooms and suites in Denver, at the airport, in resorts and on newsstands throughout the state. Circulation is 12,000, with 350,000+ readers per issue.
- The Frisco Bay Marina was included in two stories for The Know (The Denver Post): "[18 places you can rent a boat in landlocked Colorado](#)" (this was a store picked up by four other media websites as well) and "[9 spots that are perfect for your next Colorado lake day](#)". The Know receives approximately 720,000 unique monthly visitors.
- BPR and the Town of Frisco hosted a media and influencer preview event for the Colorado BBQ Challenge in Denver on May 1, 2019, which—in tandem with additional pitching and proactive outreach—resulted in 86 pieces of media and influencer coverage surrounding the event, and 40,385,697 total potential impressions. Some highlights:
 - **303 Magazine: 35 Spring and Summer Colorado Food Festivals You Need to Know** 261,500 unique monthly visitors
 - **West of 105: 41 Colorado Festivals to Attend this June** 5,000 unique monthly visitors
 - **The Denver Post: Festivals bring the bacon, showcase art, music, wine** Circulation: 156,223
 - **The Denver Post: Your ultimate guide to every don't-miss Colorado summer festival and event in 2019** 4,772,816 unique monthly visitors
 - **303 Magazine: COLORADO BBQ CHALLENGE RETURNS TO FRISCO FOR FATHER'S DAY WEEKEND** 261,500 unique monthly visitors
 - **Barbecue Bible: Barbecue Festivals You Can't Miss This Summer** 268,350 unique monthly visitors
 - **5280: 38 Fantastic Foodie Events Coming to Colorado in June** 292,640 unique monthly visitors
 - **Colorado Parent: Calendar: Colorado BBQ Challenge** Circulation: 45,821

- **DiningOut: 10 Can't-Miss Foodie Events this June to Kick off Summer** 2,760 unique monthly visitors
- **Honest Cooking: Things you Must Try at Frisco's BBQ Challenge** 520,000 unique monthly visitors
- **Westword: The Ten Best Food Festivals in Colorado This Summer** 1,460,000 unique monthly visitors
- **The Denver Post: Barbecue becomes a competitive sport as cooks go to great lengths to win the Colorado BBQ Challenge** 4,772,816 unique monthly visitors
- **Westword: Hundreds of Things to Do Around Colorado This Summer** 1,460,000 unique monthly visitors
- **Westword: The Seven Best Events on the Culinary Calendar This Week** 1,460,000 unique monthly visitors
- **Westword: The 21 Best Events in Denver, June 10 Through June 16** 1,460,000 unique monthly visitors
- **Colorado Parent: Where to Treat Dad This Father's Day** 9,195 unique monthly visitors
- **FOX31 Morning News: Colorado BBQ Challenge** 25,000 viewers
- **9News.com: 9 Things to do in Colorado this weekend: June 14-16** 3,157,184 unique monthly visitors
- **Westword: The Nine Best Events on the Culinary Calendar This Weekend** 1,460,000 unique monthly visitors
- **1000ThingsToDoInDenver.com: 10 Awesome Things To Do In Frisco, Colorado**
- **TheDenverChannel.com: 7 best things to do in Colorado this Father's Day weekend, June 14-16, 2019** 2,110,000 unique monthly visitors
- **Thrillist: Everything Fun Happening This Weekend in Denver** 16,310,000 unique monthly visitors

Special Events:

- **Frisco Colorado BBQ Challenge**

- Hogback ticket sales dropped by almost 2% compared to 2018, which was down almost 12% compared to 2017 (a record year). The weather was poor on Friday, and much better on Saturday.
- Parking was back at Summit County Middle School (at Copper Mountain in 2018) with incentives for carpooling for cars with three or more people. 323 (150 in 2018) cars parked here on Friday and 589 (193 in 2018) cars parked here on Saturday. On Friday, they were busiest between 5:00 PM and 6:00 PM with 186 cars and on Saturday they were busiest between 11:00 AM to 2:00 PM with approximately 300 cars. Approximately 80% of all the cars had three or more people.
- For the second year, the BBQ Challenge had online volunteer registration. 250 volunteers filled 281 volunteer shifts. • To keep volunteer efforts streamlined and consistent, HC3 also used our software program again to recruit volunteers for their 132 total shifts.



- **Concerts in the Park** have seen robust crowds due to good acts, solid weather and the legacy of this series. The Main Street closures in front of the Historic Park continue to be very successful. There will be a total of nine concerts this summer, and so far over the course of the first seven concerts, the Town's nonprofit partners have netted a total of \$12,208.17 with an average net of \$2,034.70 each week. Only two of the seven concerts have been rainy.
- **July 4th** saw approximately the same number of floats in the parade with the very welcome addition of a marching band from Elk River, Minnesota, but the parade was approximately 20 minutes longer than last year.
 - There were less fishing derby participants 177 in 2018 (57 fish caught) compared to 123 in 2019 (75 fish caught). Walmart generously sponsored all of the "biggest fish" prizes, and door prizes were supplied by the Frisco Bay Marina and the Colorado Angler in Silverthorne.
 - Both of the afternoon concerts were on the stage located at the intersection of First Avenue and Main Street. This change was made due to continuing construction/lawn seeding at the Marina. The Jefferson Starship concert at 5:30 PM was incredibly well attended, and the Island Grill served alcohol during this event, as this is something that they would have done at the Marina if the concert had been there.
 - There was animation on a closed Main Street from approximately 2:30 PM to 4:30 PM with everything from BMX bike stunt shows to interactive art to a silent disco.



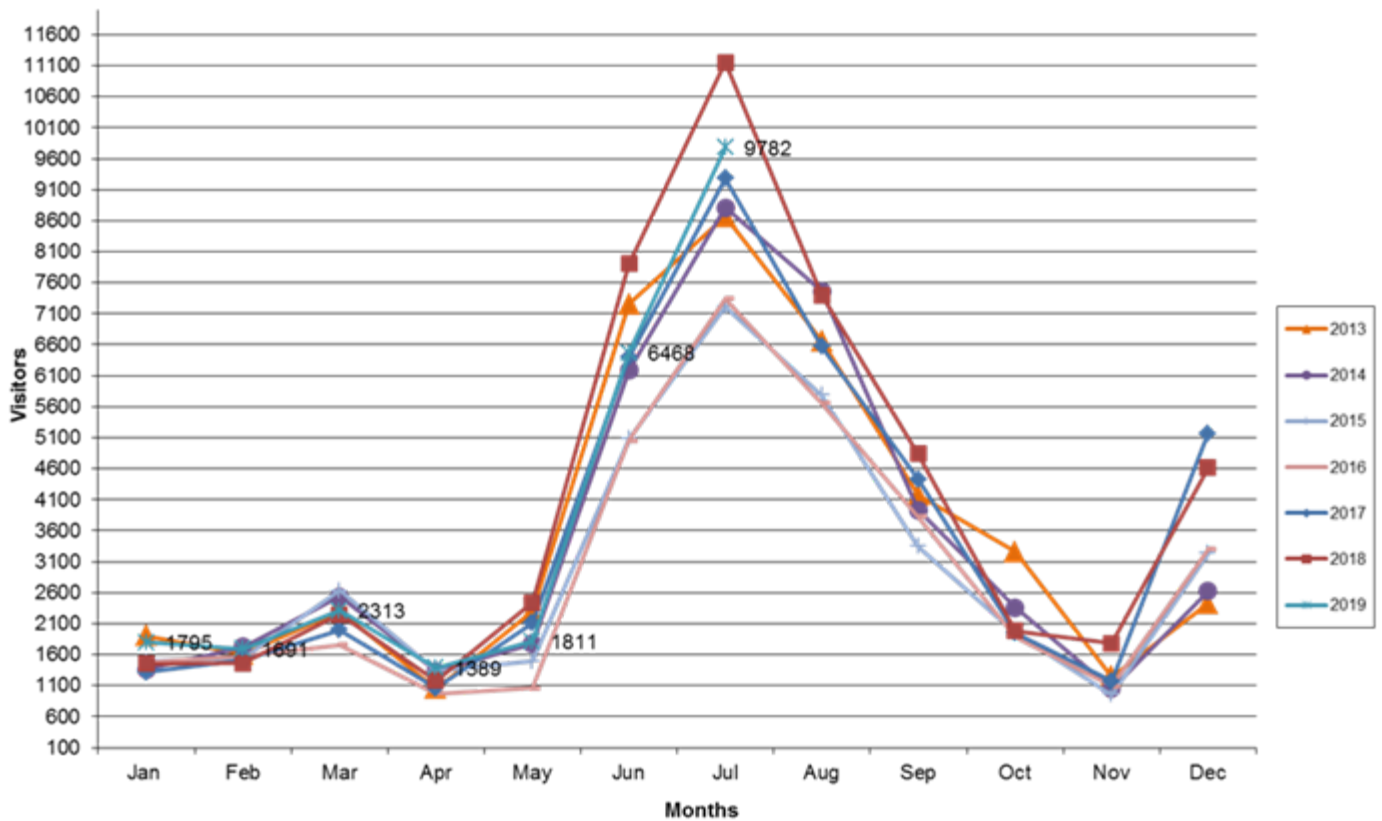
Frisco/Copper Visitor Information Center:

Visitor Information Center numbers for June and July 2019

- The Information Center saw 6,468 visitors in June 2019 and 9,782 visitors in July 2019 (7,904 in June 2018 and 11,156 in July 2018).
- The Information Center answered 305 phone calls in June 2019 and 400 in July 2019 (362 in June 2018 and 385 in July 2018).
- Public computer use- 44 in June 2019 and 52 in July 2019 (99 in June 2018 and 148 in July 2018)
- Restroom usage
 - Men's restroom usage June 1-30, 2019: 7,073 and July 1-31, 2019: 7,567
 - Women's restroom usage June 1-30, 2019: 6,966 and July 1-31, 2019: 8,681
- Water bottle pledge and giveaway- 97 for the month of June and 504 for the month of July at the Visitor Information Center.
- The Visitor Information Center hosted the second quarter lodging industry meeting on June 5. Five properties were in attendance. A variety of topics were discussed: Diane McBride presented on the status of the Marina; Vanessa Agee presented on upcoming summer events/marketing/economic development efforts; and Tasha Wilson provided updated literature, including hiking maps, town business maps, the Frisco bucket list and town road maps.

- In July, all of the Visitor Center staff attended training at Copper Mountain in order to learn more about their summer offerings, which helps staff to better describe what Copper has to offer our visitors.
- Guest comment highlights: “So kind and helpful, ladies. We really appreciate the info.” “We love your visitor center!” “Great town & experience!” “Tasha was super helpful!” “Love all the amenities!” “Frisco growing beautifully” “Breathtaking views” “Excellent place” “So friendly” “Heaven on Earth” “Great cycling, lovely town” “Very kind, helpful!” “Many thanks for the most useful info” “Great place to visit” “Excellent info!” “Tasha was a great help” “Friendly & helpful” “Kids loved the Waldo search” “Same great town we remember!”

Walk in Visitors 2013-2019



Report Criteria:

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

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
In	Dry Fly Art	Johnson, Jessica	100 Basecamp Way #215	Frisco	970-389-0921	Retail - Arts/Crafts
Out	*ASG Energy LLC	ASG Energy	9249 South Broadway #200-346	Highlands Ranch	210-610-0036	Temporary
Out	A.R. Excavating	Aguilar, Raymond	440 Timberwolf	Gypsum	970-524-7212	Retail - HomeImprove
Out	AP Mountain States	AP Mountain States	797 Ventura Street	Aurora	303-363-7101	Retail - HomeImprove
Out	Augusto Torruco	Torruco, Augusto	803 Straight Creek Drive 2103	Dillon	720-409-2993	Retail - HomeImprove
Out	Budget Home Supply	Vernon, Bev	780 Boston Avenue	Longmont	303-678-8800	Retail - HomeImprove
Out	Castlewood Doors & Millwork	Castlewood Doors & Millwork	5040 East 41st Avenue	Denver	303-476-4343	Retail - HomeImprove
Out	Colorado Coring & Cutting	Sarnowski, John	2593 Quartzville Road	Alma	970-333-0535	Retail - HomeImprove
Out	Handy Jack - The Home Improve	Krieg, John	91 Forest Circle	Breckenridge	314-799-6023	Retail - HomeImprove
Out	Held Joinery	Held, Andy	3 Miners Creek Road	Frisco	970-333-1972	Retail - HomeImprove
Out	Hood Landscaping	Hood, Molly and Ed	2 3rd Street	Montezuma	970-468-9223	Retail - HomeImprove
Out	J.V. Manufacturing	Weiser, Chris	701 Butterfield Coach Road	Springdale	479-725-2723	Retail - HomeImprove
Out	Layton Construction Company	Layton Construction Company	1001 Bannock Street Suite 126	Denver	615-653-5750	Retail - HomeImprove
Out	LNS Signs	Lohri, Nathan	11330 Luna Road	Dallas	972-790-8900	Retail - HomeImprove
Out	MTB Construction	Beerntsen, Mike	720 A Belford Street	Frisco	970-390-2401	Retail - HomeImprove
Out	Sander and Sons	Sanders, Michael	7540 South Grant Street	Littleton	303-347-1345	Retail - HomeImprove
Out	Sierra Trading Post Inc	Sierra Trading Post	770 Cochituate Road	Framingham	774-308-3511	Recreation
Out	State Farm Mutual Automobile Ins	State Farm Mutual Automobile Insurance	One State Farm Plaza c/o CorpT	Bloomington	309-766-6948	Retail - Office
Out	Summerwood LLC 1	Glisan, Lou	400 North Park Avenue #10B	Breckenridge	303-883-6227	Retail - HomeImprove
Out	The Buckle	The Buckle	2407 West 24th Street	Kearney	308-236-8491	Retail - Clothing
Out	The Hiller Companies	The Hiller Companies	5150 Havana Street Ste B	Denver	251-661-1275	Retail - HomeImprove
Out	TJX Digital	TJX Digital	770 Cochituate Road	Framingham	774-308-3511	Retail - Clothing
Out	Weave Communications	Weave Communications	2000 West Ashton Boulevard Suit	Lehi	888-579-5668	Retail - Office

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
JULY 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
Melissa Sherburne
Gary Wilkinson

Absent:

Jessica Burley
Deborah Shaner

Public Comment:

There was no public comment.

Council Comment:

Mayor Wilkinson thanked staff for the work that went into the Marina improvements.

Presentation:

Mayor Wilkinson presented \$51,000 dollars to six local non-profit partners from 26th Annual BBQ Challenge.

Consent Agenda:

- Minutes July 23, 2019 Meeting
- Warrant List
- Purchasing Cards

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

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

New Business:

Agenda Item #1: Nicotine Tax Intergovernmental Agreement Review STAFF: DIANE MCBRIDE
1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4)
MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7)
MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Assistant Town Manager Diane McBride stated that House Bill No.19-1033, allows counties and municipalities in Colorado to implement licensing and taxes on nicotine products. The bill also authorizes counties and municipalities to enact a resolution or ordinance that prohibits a minor from possessing or purchasing nicotine products, and also allows counties and municipalities to impose regulations on nicotine products that are more stringent than state regulations. The proposed tax increase on nicotine products is a County-wide tax question that would be on the November 5, 2019 ballot. The County has the authority to collect this special tax in the local jurisdictions, if the local jurisdictions do not have their own tax in place. Frisco currently does not have a nicotine tax in place. Under HB No. 19-1033, all revenue collected from a special nicotine tax would go to the County, unless Towns within the County enter into an Intergovernmental Agreement (IGA) with the County (other municipalities may also join the IGA). The IGA may, but is not required to, include the Towns of Blue River, Breckenridge, Dillon, Frisco, Montezuma, and Silverthorne (each Town Council will make the determination to enter into the IGA). Staff recommends the Town Council enter into the proposed IGA with Summit County to ensure the Town of Frisco receives any special nicotine taxes generated within Town's municipal boundaries, if such a tax is placed on an upcoming ballot by Summit County. Mayor Wilkinson opened the public hearing at 7:13p.m. Public Health Nurse Lauren Gilbert, Public Health Director Amy Wineland, Summit County resident Don Parsons, and three students spoke in support of regulation, discussing the tobacco industry, health statistics, and use by minors. There being no public comment, Mayor Wilkinson closed the public hearing at 7:35 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO ENTER INTO THE COUNTYWIDE NICOTINE TAX INTERGOVERNMENTAL AGREEMENT. SECOND, COUNCIL MEMBER FALLON. VOTE:

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

Agenda Item #2: Strategic Housing Plan Discussion STAFF: JOYCE ALLGAIER 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

Community Development Director Joyce Allgaier stated that Council identified "Implement Housing Solutions" as a high priority goal under the guiding principle of "Inclusive Community" in the 2019-2020 Strategic Plan. A key step in undertaking this goal is to develop and adopt a 5-Year Frisco Strategic Housing Plan. The Frisco Strategic Housing Plan, "the Plan" will identify housing strategies aligned with funding sources so that the plan can be realistically carried out over the next 5 year from 2019 - 2023. Staff recommends that the Town Council evaluate and provide direction on the housing strategies introduced in the council packet. Following such direction on the overall concepts, staff will refine and formalize project approach and program details. Council gave direction to utilize voter-approved 5A special sales tax funds to implement a Buy Down/Down Payment program (e.g. similar to Housing Helps Program) and Business Housing Support Fund. The Town Council's direction will result in new programs assisting locals and local

businesses in purchasing or renting residences. These programs aim to implement the Council's vision of an Inclusive Community, one of their top Strategic Priorities. Mayor Wilkinson opened the public hearing at 8:38 p.m. Frisco resident Andy Richmond request that Council consider a live/work locals cabin housing opportunity at 521 Pitkin requiring a ROW vacation. He also suggested an additional REIF that goes back into the housing fund. Frisco resident Larry Feldman requested work session time to discuss a proposed partnership with the Town on two properties. There being no further public comment, Mayor Wilkinson closed the public hearing at 9:03 p.m.

Agenda Item #3: First Reading Ordinance 19-13, an Ordinance Repealing Town of Frisco Ordinance No. 14-07, Which Ordinance Conditionally Vacated Use, as a Right-Of-Way, of a 0.441 Acre Portion of South Eighth Avenue STAFF: BILL GIBSON 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Assistant Community Development Director Bill Gibson stated that the Town finds itself in an uncommon situation where a portion of the South 8th Avenue right-of-way was conditionally vacated by a prior ordinance for a development project that did not move forward. The conditions of that vacation ordinance were not met, and there is no indication that a new developer of the adjacent property intends to fulfill those conditions in the future. Mr. Gibson indicated this street right-of-way is now needed to facilitate the construction of a new state highway project for which the design details were not known or anticipated at the time the vacation ordinance was adopted. Mayor Wilkinson opened the public hearing at 9:15 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 9:16 p.m.

MOTION: COUNCIL MEMBER SHERBURNE MOVED TO APPROVE ON FIRST READING ORDINANCE 19-13, AN ORDINANCE REPEALING TOWN OF FRISCO ORDINANCE NO. 14-07, WHICH ORDINANCE CONDITIONALLY VACATED USE, AS A RIGHT-OF-WAY, OF A 0.441 ACRE PORTION OF SOUTH EIGHTH AVENUE. SECOND, COUNCIL MEMBER MORTENSEN. VOTE:

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

Agenda Item #4: First Reading Ordinance 19-14, an Ordinance Establishing a "Disposable Bag Fee"; Providing for the Payment and Collection of Such Fee; and Providing Other Details Related to the Disposable Bag Fee and, in Connection Therewith, Establishing a New Title for Chapter 124 of the Code of Ordinances of the Town of Frisco, Concerning Nuisances, and Re-Ordering the Provisions of Said Chapter STAFF: NANCY KERRY 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

Council directed staff to continue this item to the next Council meeting due to time limitations and additional agenda items. Mayor Wilkinson opened the public hearing at 9:16 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 9:17 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO CONTINUE AGENDA ITEM #4, THE FIRST READING OF ORDINANCE 19-14, TO THE NEXT MEETING. SECOND, COUNCIL MEMBER IHNKEN. VOTE:

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

Old Business:

Agenda Item #5: Second Reading Ordinance 19-12, an Ordinance Amending Ordinance 18-06, an Ordinance Vacating a Portion of Public Right-Of-Way Consisting of a 4,131 Sq. Ft. (0.095 Acres) Tract of the South First Avenue Right-Of-Way Within Block 38, Frisco Townsite STAFF: BILL GIBSON 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

Senior Planner Bill Gibson stated that the Area Median Income in Summit County decreased from 2018 to 2019, and the maximum sales price limits for deed restricted affordable housing have decreased correspondingly. Per Council direction, staff brought back a revised ordinance that proposed an AMI increase instead of fee waivers. Mayor Wilkinson opened the public hearing at 9:24 p.m. Applicant Debra Reiss spoke in support of the proposal. There being no further public comment, Mayor Wilkinson closed the public hearing at 9:19 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE ON SECOND READING ORDINANCE 19-12, AN ORDINANCE AMENDING ORDINANCE 18-06, AN ORDINANCE VACATING A PORTION OF PUBLIC RIGHT-OF-WAY CONSISTING OF A 4,131 SQ. FT. (0.095 ACRES) TRACT OF THE SOUTH FIRST AVENUE RIGHT-OF-WAY WITHIN BLOCK 38, FRISCO TOWNSITE. SECOND, COUNCIL MEMBER IHNKEN. VOTE:

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

Executive Session:

Agenda Item #6: Executive Session Pursuant to C.R.S. 24-6-402(4) (f), Personnel Matters Concerning Town Manager Performance Review

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO ENTER INTO AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4) (F), PERSONNEL MATTERS CONCERNING TOWN MANAGER PERFORMANCE REVIEW. SECOND, COUNCIL MEMBER FALLON. VOTE:

BURLEY	ABENT	SHANER	ABSENT
FALLON	YEA	SHERBURNE	YEA
IHNKEN	YEA	WILKINSON	YEA

MORTENSEN YEA MOTION CARRIED.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO EXIT AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4) (F), PERSONNEL MATTERS CONCERNING TOWN MANAGER PERFORMANCE REVIEW. SECOND, COUNCIL MEMBER FALLON. VOTE:

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

Adjourn:

There being no further business, the meeting adjourned at 10:00 p.m.

Respectfully Submitted,

Deborah Wohlmut, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NANCY KERRY, TOWN MANAGER; DIANE McBRIDE, ASSISTANT TOWN MANAGER
RE: NICOTINE TAX INTERGOVERNMENTAL AGREEMENT (IGA) REVIEW
DATE: AUGUST 13, 2019

Summary and Background: On June 25, 2019, staff presented to Council an overview of House Bill No.19-1033, which allows counties and municipalities in Colorado to implement licensing and taxes on nicotine products. The bill also authorizes counties and municipalities to enact a resolution or ordinance that prohibits a minor from possessing or purchasing nicotine products, and also allows counties and municipalities to impose regulations on nicotine products that are more stringent than state regulations.

The information being presented to Council on July 23rd is specific to the County-wide nicotine tax question. The issues of age of sale (T21) and licensure will be presented to and reviewed with Council in the form of ordinances in a separate meeting in August.

The proposed tax increase on nicotine products is a County-wide tax question that would be on the November 5, 2019 ballot. The County has the authority to collect this special tax in the local jurisdictions, if the local jurisdictions do not have their own tax in place. Frisco currently does not have a nicotine tax in place. Under HB No. 19-1033, all revenue collected from a special nicotine tax would go to the County, unless Towns within the County enter into an Intergovernmental Agreement (IGA) with the County (other municipalities may also join the IGA).

At the June 25th Council meeting, the Town Council gave staff direction to participate in the preparation of a draft IGA between the County and interested Towns. Council approved a draft IGA at the July 23rd Council meeting. The attached final IGA was prepared by the County and has been reviewed and edited by various administrative and legal staff within the referenced jurisdictions.

Analysis: A countywide Nicotine Tax and Policy Workgroup was formed in May 2019 with the purpose *“to develop proposed policy language and enforcement plans, identify uses for funding and develop estimates for funding generated by different levels of per cigarette/per pack and percent taxes on other nicotine products.”* As reported in the June 25th staff report, the prevalence of vaping is increasing significantly. Additional fact sheets about nicotine usage are attached to this staff report for Council’s review. In addition, as of July 1st, Walmart nationally increased the age of tobacco purchase to 21. This effort is to help prevent addiction at a young age.

A coordinated countywide effort on nicotine enforcement, age, and tax is recommended for consistency purposes throughout the county. The July 23rd draft IGA as presented to the Frisco Town Council was edited by various Town Councils and staff members as it made its way through local municipalities. The edited, final version presented to Council today contains the following key revisions:

- **Special Sales Tax Purposes** – clarifies allowed uses.
- **Revenues** - identifies 90 days to process monthly Special Sales Tax Revenues.
- **Special Sales Tax Collection/Reporting/Reconciliation** – clarifies notification requirements between the County and local authorities.
- **Special Sales Tax Advisory Board and Plan** – adds language to include provider assessments based on service or program administration agreements.
- **Administration, Powers, and Duties AND Execution and Performance of Agreement in Accordance with Law** - adds language to require a voter-approved ballot measure.
- **Indemnification** – Indemnity obligations of any designee of the County shall be governed by separate agreement.
- **Dispute Resolution** – Disputes with any designee of the County shall be governed by separate agreement.
- **General Editorial Revisions** concerning grammar, vocabulary, and citations.

Financial Impact: As mentioned in the staff report from June 25th, the overall goal of the proposed changes is to reduce nicotine usage in youth and adults, which if successful, would reduce the estimated potential revenue from the fees and taxes.

Potential New Revenues:

If the tax initiative passes, at the proposed \$4/pack on cigarettes and 40% on other nicotine products, the estimated revenues are approximately \$3.8 million annually (County-wide). Given that approximately 14 of the 63 nicotine retailers are located within the municipality of the Town of Frisco, there is estimated to be a potential annual revenue collection of \$800,000 for the Town. However, the actual revenues are unknown at this time.

The Nicotine Tax and Policy Workgroup has also been discussing aligning the two types of tax to avoid creating an unintended consequence of steering cigarette users to vaping products by establishing a 50% nicotine product tax and increasing it by 10% per year increase for the next three (3) years. Such rates would ensure parity between the cigarette tax and other nicotine products. This rate would increase the potential revenues noted above, however, research indicates increased costs typically result in a decrease in usage (which is the goal), thereby revenues would potentially become much less than the estimated \$800,000 for the Town.

Potential New Expenses:

The complete analysis of costs associated with administering the licensing, inspection, and enforcement aspects associated with the proposed programs are unknown, but will be needed to monitor retailer collections and compliance.

Alignment with Strategic Plan: According to the Best Practices for Comprehensive Tobacco Control Programs, the recommendations for preventing tobacco use among youth are:

- Increasing the unit price of tobacco products, and
- Conducting mass-media education campaigns in combination with other community interventions, and
- Mobilizing the community to restrict minors' access to tobacco products in combination with additional interventions (stronger local laws directed at retailers, active enforcement of retailer sales laws, and retailer education with reinforcement).

All of these efforts of raising the minimum age, licensing retailers, and collecting taxes align with the Town Council's 2019-2020 Inclusive Community and Sustainable Environment Strategic Priorities.

Staff Recommendation: Staff recommends the Town Council enter into the IGA with Summit County to ensure the Town of Frisco receives any special nicotine taxes generated within Town's municipal boundaries, if such a tax is placed on an upcoming ballot by Summit County.

The attached IGA is in a final form for Council's review. The County must have an executed IGA in place by September 6th in order to call for a special election in November of 2019.

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

Bonnie Moinet, Finance Director – Approved

Nancy Kerry, Town Manager - Approved

Attachments:

1. REDLINE Intergovernmental Agreement among Summit County, Colorado, and the Towns of Blue River, Breckenridge, Dillon, Frisco, Montezuma and Silverthorne, Colorado, final dated July 20, 2019.
2. CLEAN Intergovernmental Agreement among Summit County, Colorado, and the Towns of Blue River, Breckenridge, Dillon, Frisco, Montezuma and Silverthorne, Colorado, final dated July 20, 2019.

Attachment 1

Nicotine IGA Redline

INTERGOVERNMENTAL AGREEMENT

Among

SUMMIT COUNTY, COLORADO, And

THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA
AND SILVERTHORNE, COLORADO

DRAFT 7/30/19

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this ____ of August 2019, among SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA AND SILVERTHORNE, COLORADO (the "Towns" or individually as a "Town"), home rule or statutory municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Parties" or individually as "a Party."

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility; and

WHEREAS, House Bill No. 19-1033 (the "Act"), authorizes a county to levy, collect, enforce and administer a county-wide special sales tax upon all sales of cigarettes, tobacco products, or nicotine products within the unincorporated and incorporated areas of the county and further authorizes a county and the home rule or statutory towns within such county to contract and collaborate with each other in levying, collecting, enforcing and administering the special sales tax within the corporate limits of the contracting municipalities as provided in the Act; and

WHEREAS, tobacco and nicotine use is the leading cause of preventable death in Colorado and in the United States generally; and

WHEREAS, after decades of effective anti-smoking campaigns and decreasing smoking rates in the U.S., there has been a surprising upturn in youth tobacco use as well as children's use of nicotine via electronic smoking devices ("vaping"); and

WHEREAS, based on a comprehensive review of evidence, the Surgeon General declared the use of e-cigarettes and vaping products by youth to be an epidemic and has called raising prices on cigarettes "one of the most effective tobacco control interventions" because increasing the price of these products is proven to reduce smoking and vaping, especially among teens; and

WHEREAS, studies have shown that for every 10% increase in pricing, the consumption of cigarettes, tobacco products, and nicotine products is reduced up to 15% in those persons under 18 and up to 7% in those 18 or older; and

WHEREAS, tobacco and nicotine products are unique among consumer goods because they kill a significant percentage of all regular users when used as intended and the Surgeon General has projected that without further action, 5.6 million youth who are 0-17 years old today will die prematurely from tobacco and nicotine use; and

WHEREAS, studies in Colorado and in Summit County have indicated that the percentage of high school students in Colorado who are vaping is twice the national average and that in Summit County the percentage of students who use vaping products is estimated to be 50% higher than the State average; and

WHEREAS, studies have shown that approximately 96% of smokers began smoking before the age of 21 with most beginning before the age of 16, due in part to the fact that youth brains are in a stage of development that makes it easier to become dependent on nicotine; and

WHEREAS, the Parties desire to collaborate on the imposition of a special County-wide sales tax on cigarettes, nicotine products and tobacco products and utilize the revenues from the special sales tax to promote the public health and welfare; and

WHEREAS, the Parties desire to enter into this Agreement in accordance with the Act in order to promote the imposition of a special sales tax on the sales of cigarettes, tobacco products, and nicotine products throughout Summit County, all as more fully set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Special Sales Tax. Subject to the requirements of Article X, Section 20 of the State Constitution, the Act, all applicable provisions of law, and the terms and conditions of this Agreement, the County declares its present intention to take such actions as may be required to propose a County-wide special sales tax upon all sales of cigarettes, tobacco products, and nicotine products within the unincorporated and incorporated areas of Summit County (“Special Sales Tax”). The County intends to refer such Special Sales Tax to the registered electors of Summit County, Colorado at a local ballot issue election to be held on the first Tuesday of November of 2019, and/or at such subsequent date or dates as may be deemed reasonable or necessary to effect the imposition of a County-wide Special Sales Tax. The Parties agree, pursuant Section 39-28-112(2), C.R.S., to enter into this Agreement to cooperate in the levy, collection, enforcement and administration of the Special Sales Tax and authorize the Special Sales Tax levy within the boundaries of their respective Towns subject to the provisions of this Agreement and the Act.

Section 2. Definitions, Tax Commencement. The terms “cigarettes” “tobacco products” and “nicotine products” as used herein shall have the same meanings as set forth in the laws, rules and regulations of the State of Colorado including but not limited to Section 18-13-121(5), and Section 39-28-202, C.R.S, unless the context otherwise requires. The parties intend that the Special Sales Tax shall commence upon voter approval of the tax with an effective date of January 1, 2020, or as soon thereafter as possible.

Section 3. Special Sales Tax Purposes. The Parties intend that the Special Sales Tax revenues will be used by the Parties to improve the public health and welfare. Accordingly, permitted uses of the Special Sales Tax revenues shall include, but shall not be limited to, the following uses:

- a. improving the health of the citizens of Summit County and lessening the public

health consequences that stem from the use of cigarettes, tobacco products, and nicotine products;

b. reducing teen nicotine use, including vaping, through education about the harmful contents of flavored nicotine products that appeal to teens;

c. improving the availability of public health services, including substance abuse treatment, in Summit County, including services at the community health clinic and school-based clinics;

d. providing addiction prevention and intervention programs and referral services that educate, support and empower the residents of Summit County to lead stable, healthy, successful lives;

e. providing local enforcement of laws, rules, regulations and ordinances that prohibit the sale of cigarettes, tobacco products, and nicotine products, including vaping devices and e-cigarettes, to underage persons; and

f. such other uses as may be determined individually by the Parties from time to time throughout the term of this Agreement that broadly serve the purposes set forth in the ballot measure.

Section 4. Administration, Powers and Duties. The County or its authorized designee shall (a) collect, administer and enforce the Special Sales Tax, and (b) distribute the Special Sales Tax revenues to the Parties as provided herein. The County shall have all power, privileges and duties vested in or imposed on it by the Act, by the Intergovernmental Relations Statute, this Agreement, a voter-approved ballot measure, and all other applicable laws which may be necessary to carry out the purposes of this Agreement.

Section 5. Revenues.

a. The County or its designee shall collect the Special Sales Tax revenues throughout the unincorporated and incorporated areas of Summit County. The County shall distribute/remit the Special Sales Tax revenues collected from within each Town's corporate boundaries, as modified from time to time through annexations and disconnections, to such Town, less a reasonable amount to pay (i) for the County's administrative expenses to administer the Special Sales Tax, and (ii) such amounts as are necessary to ensure that each Party receives at least \$1,000.00 annually in Special Sales Tax revenues to mitigate any loss of the revenue shareback from the State of Colorado cigarette sales tax pursuant to Section 39-22-623, C.R.S.

b. The Special Sales Tax revenues shall be transmitted to the Towns on a monthly basis not later than the thirtieth day following the month of collection of such revenues; provided, however, during the initial three months of the Special Sales Tax collections the County may request an additional 90 days to process the monthly Special Sales Tax revenues.

c. The County shall maintain accurate records of the administrative services it provides to the Parties during each calendar year and shall submit an annual report Special Sales Tax Advisory Board as constituted and defined below.

Section 6. Special Sales Tax Collection/Reporting/Reconciliation. The Parties shall cooperate in good faith to coordinate the Special Sales Tax revenue collection, reporting and reconciliation and take all actions reasonably necessary and appropriate to accomplish the

purposes of this Agreement in the following manner.

a. Prior to the voter-approved imposition of the Special Sales Tax, each Town shall prepare a listing of retailers doing business in the Town that sell cigarettes, tobacco products, or nicotine products ("Retailers). The Town shall notify the County or its designee of changes in Retailers within thirty (30) days of the Town having actual notice of the change. Changes in Retailers requiring notice under this Subsection include (i) Retailers whose privilege to continue to operate have been temporarily or permanently ceased based on other federal, state, or local law or regulation, and (ii) if a Town requires Retailer licensing, newly licensed Retailers, Retailers with suspended or revoked licenses, and Retailers operating under conditions in lieu of suspension or revocation.

b. Prior to the voter-approved imposition of the Special Sales Tax, the County shall prepare a listing of Retailers doing business in the unincorporated area of the County beginning on and after the effective date of the Special Sales Tax. The County shall notify the Towns of changes in Retailers within thirty (30) days of the County having actual notice of the change. Changes in Retailers requiring notice under this Subsection include (a) Retailers whose privilege to continue to operate have been temporarily or permanently ceased based on other federal, state, or local law or regulation, and (b) if the County requires Retailer licensing, newly licensed Retailers, Retailers with suspended or revoked licenses, and Retailers operating under conditions in lieu of suspension or revocation.

c. The County or its designee shall prepare a monthly "Special Sales Tax Shareback Report," for each Town consisting of the Special Sales Tax revenues received from each Retailer within the Town Monthly Report. This report shall be provided to each Town at the time the Special Sales Tax revenues funds are remitted to the Town as described in section 5 above. The County or its designee will reconcile sales within each Town, validate information of new Retailers as they are licensed by the Town and/or Department of Revenue of the State, and reconcile Retailer names that appear on the Town Monthly Reports.

d. As the administrator of the tax, County or its designee shall take reasonable actions to ensure that the jurisdictional location of a Retailer is correct, including making updates to location data for new Retailers or annexed areas within thirty (30) days receipt of information from any Town. The County or its designee shall make jurisdictional location available to the Towns on an annual basis to verify the accuracy of the location data. In the event the jurisdictional location of a Retailer that generates taxable transactions is not correct, the County and the affected Town(s) shall determine the correct jurisdictional location and allocate the Special Sales Tax in the manner provided by this Agreement. Any Party claiming an incorrect receipt of Special Sales Tax revenues shall notify Summit County and any other affected Party in writing of the alleged error. Such notification must be given within three (3) years of date the claiming Party knew or should have known through the exercise of reasonable diligence of the alleged improper receipt of the Special Sales Tax revenues. Revenues which may be due to a Party for an improper allocation of Special Sales Tax revenues shall be limited to the three year period prior to the discovery of any confirmed erroneous revenue distribution. Corrective actions for improper allocation of Special Sales Tax Revenues under this Subsection include: prospective adjustments of future revenue distributions over a period of three (3) fiscal years; or, settlement or payment agreement between the Parties to the improper allocation of revenues.

e. Internet Sales. The Parties shall obtain from the Colorado Department of Revenue or authorize the County or its designee to obtain from the Colorado Department of Revenue all

information pertaining to the sale of cigarettes, nicotine products and tobacco products on the internet or otherwise by Retailers who are not located within Summit County but are delivered within the jurisdictional boundaries of the Parties. The Parties shall further cooperate to develop procedures and mechanisms in order to impose the Special Sales Tax on all such of cigarettes, nicotine products and tobacco products sales from Retailers that are not located within Summit County to the maximum extent authorized by law.

Section 7. Licensing, Regulation, Additional Fees or Taxes. This Agreement shall not limit each Party's authority to independently license each Retailer of cigarettes, nicotine products and tobacco products within its jurisdictional boundaries as it deems necessary and appropriate and to impose such additional taxes, fees, or fines in excess of the Special Sales Tax.

Section 8. Special Sales Tax Advisory Board and Plan.

a. To promote the purposes of this Agreement and cooperation among the Parties, the Parties agree to form a Special Sales Tax Advisory Board ("Advisory Board"). The Advisory Board shall consist of the Town/County Managers of each Party or their designees. The Advisory Board will: (i) develop the Public Health and Education Plan (the "Plan") described below; (ii) collaborate on the implementation of the Plan; and (iii) endeavor to coordinate the Special Sales Tax revenue expenditures as provided herein. The implementation measures and associated programs shall be evaluated at least annually by the Advisory Board for their effectiveness and quality and reported to each Party's governing board.

b. The Plan adopted by the Advisory Board shall include a statement of goals that promote the purposes of the Special Sales Tax and program implementation measures for those goals. The Plan may be amended from time to time and shall include provisions for the joint review of the prior year's expenditures and performance of the various programs during the prior calendar years so as to inform future decision-making by the Parties.

c. The Advisory Board shall make annual budgetary recommendations to the governing bodies of the Parties regarding the elements of the Plan including the following: (i) priorities and guidelines for the expenditure of the Special Sales Tax revenues; (ii) recommended programs to protect the public health and safety values promoted by this Agreement; (iii) an assessment of the programs funded in prior budget years, including provider assessments based on service or program administration agreements; and (iv) a status report of the community's overall health including indicators of nicotine and tobacco product usage. The governing bodies of each Party shall retain appropriation authority over each Party's share of the Special Sales Tax revenues.

d. Meetings of the Advisory Board shall occur at least annually during each calendar year as established by the Advisory Board and shall be held at the Summit County Courthouse or such other convenient location that shall be identified in any notice of such meetings. Meetings shall be scheduled by the County Manager or at the request of two or more Parties. At least 10 days advanced written notice of a meeting shall be provided to the members of the Advisory Board. Agendas shall be prepared by the County Manager or the Manager's designee and copies distributed to members at least five (5) days prior to a regular meeting of the Advisory Board, although any Advisory Board member may submit items for the agenda. A quorum for the conduct of business at meetings of the Advisory Board means more than one-half the number of the Advisory Board members serving on the Advisory Board at the time of the meeting, whether

participating in-person, telephonically, or by any other media by which each member can hear and be heard by the other members.

Section 9. Confidentiality.

For the purposes of ensuring proper distribution of the Special Sales Tax revenues, the County and the Towns shall share and exchange confidential information obtained by the Parties or provided by the State subject to any limitations of the State and all statutes and local ordinances controlling the same while maintaining taxpayer confidentiality. All such information exchanged shall remain strictly confidential and shall be used only for its purposes designated herein.

Section 10. Amendment of Agreement; Additional Parties.

a. Except as otherwise provided in this Section, this Agreement may be modified or amended only by a duly executed written agreement with the express approval of the governing bodies of all Parties.

b. This Agreement may be amended to add one or more additional incorporated Town Parties upon passage of an ordinance or resolution of the additional Party's governing body approving of this Agreement.

Section 11. Term and Termination of Agreement.

a. Effective Date. The term of this Agreement shall begin when the County and one or other Party has executed this Agreement.

b. Termination. The term of this Agreement shall end when the County and at least one other Party are not willing to remain as Parties to this Agreement.

c. The participation of any Town as a Party to this Agreement shall terminate upon: (i) the provision by the Town to the County of a written notice of termination; or (ii) the adoption by the Town of a special municipal sales tax on cigarettes, tobacco products, or nicotine products. The Towns understand and agree that any termination of a Town's participation in this Agreement that is not the result of the adoption of a special tax on cigarettes, tobacco products or nicotine products by that Town, shall cause tax revenues collected from within that Town to be retained by the County. The County understands and agrees that any termination of a Town's participation in this Agreement that is caused by the Town's adoption of a special sales tax on cigarettes, tobacco products or nicotine products shall cause any such County tax to be invalid within the jurisdictional boundaries of the Town.

Section 12. Execution and Performance of Agreement in Accordance with Law.

Each Party hereby represents to each other Party that it has adopted and executed this Agreement in accordance with applicable law. Each Party shall perform their respective obligations and expend any revenues derived hereunder in accordance with all applicable laws, rules and regulations, including but not limited to the Act, this Agreement, and a voter-approved ballot measure.

Section 13. Indemnification. All actions or omissions by any Party, including their respective representatives, employees, agents, volunteers or officials, shall be the sole

responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorney's fees, arising out of or relating to the acts or omissions of such Party. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act ("Immunity Act") title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law. The indemnity obligations of this Section shall survive the termination of this Agreement. Indemnity obligations of any designee of the County shall be governed by separate agreement.

Section 14. Dispute Resolution.

a. The Parties shall attempt to informally resolve all disputes and claims arising from or related to this Agreement, beginning first with discussions among affected Town(s) and County staff, and if not resolved, escalating to discussions between the applicable Town Manager(s) and County Manager, and ultimately to the Town Council(s) and Board of County Commissioners. Disputes with any designee of the County shall be governed by separate agreement.

b. Any and all disputes and claims arising from or related to this Agreement that are not resolved pursuant to Section (a), above shall thereafter be submitted to mediation. The affected Parties shall share equally the mediator's fees and costs associated with the mediation, and each Party shall pay its own fees, costs, and expenses related to the mediation. If the dispute is not resolved by mediation, any affected Party may commence a Court proceeding, with jurisdiction and venue residing exclusively in the Summit County District Court. Each Party waives its right to have such dispute decided by jury trial. The prevailing Party(s) shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

c. In the event that the County or a Town defaults in the performance of any of the duties and responsibilities under this Agreement, the non-defaulting Party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies, the non-defaulting Party shall give written notice to the other party of the nature of the claimed default and declare that such default must be cured within thirty (30) days from the date notice is given.

Section 15. Parties in Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Parties any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Parties.

Section 16. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Party in his or her individual capacity.

Section 17. Notices. Except as otherwise provided in this Agreement, all notices or other

communications by any Party shall be in writing, shall be given in a reasonable time and shall be deemed given when actually received. Notice to the Parties shall be given to the address listed on Exhibit A, attached and incorporated herein, and may also be delivered in electronic form by electronic mail to the addresses listed on Exhibit A.

Section 18. Severability. If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the Agreement shall be reformed to the extent necessary to reflect the intent and purpose of the original agreement or the Parties may terminate this Agreement.

Section 19. Interpretation. Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree that the rule of construction that "ambiguities shall be construed against the drafter" shall not apply. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 20. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Electronic or scanned signatures shall be valid and acceptable for all purposes.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the date set forth above.

SUMMIT COUNTY, COLORADO

By: _____
Thomas C. Davidson, Chair

ATTEST:

By: _____
Kathleen Neel, Clerk and Recorder

TOWN OF BLUE RIVER

By: _____
Toby Babich, Mayor

ATTEST:

By: _____

Town Clerk

TOWN OF BRECKENRIDGE

By: _____
Eric Mamula, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF DILLON

By: _____
Carolyn Skowyra, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF FRISCO

By: _____
Gary Wilkinson, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF MONTEZUMA

By: _____
Leslie Davis, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF SILVERTHORNE

By: _____
Ann-Marie Sandquist, Mayor

ATTEST:

By: _____
Town Clerk

Attachment 2

Nicotine IGA Final

INTERGOVERNMENTAL AGREEMENT

Among

SUMMIT COUNTY, COLORADO, And

THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA
AND SILVERTHORNE, COLORADO

DRAFT 7/30/19

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this ____ of August 2019, among SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA AND SILVERTHORNE, COLORADO (the "Towns" or individually as a "Town"), home rule or statutory municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Parties" or individually as "a Party."

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility; and

WHEREAS, House Bill No. 19-1033 (the "Act"), authorizes a county to levy, collect, enforce and administer a county-wide special sales tax upon all sales of cigarettes, tobacco products, or nicotine products within the unincorporated and incorporated areas of the county and further authorizes a county and the home rule or statutory towns within such county to contract and collaborate with each other in levying, collecting, enforcing and administering the special sales tax within the corporate limits of the contracting municipalities as provided in the Act; and

WHEREAS, tobacco and nicotine use is the leading cause of preventable death in Colorado and in the United States generally; and

WHEREAS, after decades of effective anti-smoking campaigns and decreasing smoking rates in the U.S., there has been a surprising upturn in youth tobacco use as well as children's use of nicotine via electronic smoking devices ("vaping"); and

WHEREAS, based on a comprehensive review of evidence, the Surgeon General declared the use of e-cigarettes and vaping products by youth to be an epidemic and has called raising prices on cigarettes "one of the most effective tobacco control interventions" because increasing the price of these products is proven to reduce smoking and vaping, especially among teens; and

WHEREAS, studies have shown that for every 10% increase in pricing, the consumption of cigarettes, tobacco products, and nicotine products is reduced up to 15% in those persons under 18 and up to 7% in those 18 or older; and

WHEREAS, tobacco and nicotine products are unique among consumer goods because they kill a significant percentage of all regular users when used as intended and the Surgeon General has projected that without further action, 5.6 million youth who are 0-17 years old today will die prematurely from tobacco and nicotine use; and

WHEREAS, studies in Colorado and in Summit County have indicated that the percentage of high school students in Colorado who are vaping is twice the national average and that in Summit County the percentage of students who use vaping products is estimated to be 50% higher than the State average; and

WHEREAS, studies have shown that approximately 96% of smokers began smoking before the age of 21 with most beginning before the age of 16, due in part to the fact that youth brains are in a stage of development that makes it easier to become dependent on nicotine; and

WHEREAS, the Parties desire to collaborate on the imposition of a special County-wide sales tax on cigarettes, nicotine products and tobacco products and utilize the revenues from the special sales tax to promote the public health and welfare; and

WHEREAS, the Parties desire to enter into this Agreement in accordance with the Act in order to promote the imposition of a special sales tax on the sales of cigarettes, tobacco products, and nicotine products throughout Summit County, all as more fully set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Special Sales Tax. Subject to the requirements of Article X, Section 20 of the State Constitution, the Act, all applicable provisions of law, and the terms and conditions of this Agreement, the County declares its present intention to take such actions as may be required to propose a County-wide special sales tax upon all sales of cigarettes, tobacco products, and nicotine products within the unincorporated and incorporated areas of Summit County (“Special Sales Tax”). The County intends to refer such Special Sales Tax to the registered electors of Summit County, Colorado at a local ballot issue election to be held on the first Tuesday of November of 2019, and/or at such subsequent date or dates as may be deemed reasonable or necessary to effect the imposition of a County-wide Special Sales Tax. The Parties agree, pursuant Section 39-28-112(2), C.R.S., to enter into this Agreement to cooperate in the levy, collection, enforcement and administration of the Special Sales Tax and authorize the Special Sales Tax levy within the boundaries of their respective Towns subject to the provisions of this Agreement and the Act.

Section 2. Definitions, Tax Commencement. The terms “cigarettes” “tobacco products” and “nicotine products” as used herein shall have the same meanings as set forth in the laws, rules and regulations of the State of Colorado including but not limited to Section 18-13-121(5), and Section 39-28-202, C.R.S, unless the context otherwise requires. The parties intend that the Special Sales Tax shall commence upon voter approval of the tax with an effective date of January 1, 2020, or as soon thereafter as possible.

Section 3. Special Sales Tax Purposes. The Parties intend that the Special Sales Tax revenues will be used by the Parties to improve the public health and welfare. Accordingly, permitted uses of the Special Sales Tax revenues shall include, but shall not be limited to, the following uses:

- a. improving the health of the citizens of Summit County and lessening the public

health consequences that stem from the use of cigarettes, tobacco products, and nicotine products;

b. reducing teen nicotine use, including vaping, through education about the harmful contents of flavored nicotine products that appeal to teens;

c. improving the availability of public health services, including substance abuse treatment, in Summit County, including services at the community health clinic and school-based clinics;

d. providing addiction prevention and intervention programs and referral services that educate, support and empower the residents of Summit County to lead stable, healthy, successful lives;

e. providing local enforcement of laws, rules, regulations and ordinances that prohibit the sale of cigarettes, tobacco products, and nicotine products, including vaping devices and e-cigarettes, to underage persons; and

f. such other uses as may be determined individually by the Parties from time to time throughout the term of this Agreement that broadly serve the purposes set forth in the ballot measure.

Section 4. Administration, Powers and Duties. The County or its authorized designee shall (a) collect, administer and enforce the Special Sales Tax, and (b) distribute the Special Sales Tax revenues to the Parties as provided herein. The County shall have all power, privileges and duties vested in or imposed on it by the Act, by the Intergovernmental Relations Statute, this Agreement, a voter-approved ballot measure, and all other applicable laws which may be necessary to carry out the purposes of this Agreement.

Section 5. Revenues.

a. The County or its designee shall collect the Special Sales Tax revenues throughout the unincorporated and incorporated areas of Summit County. The County shall distribute/remitt the Special Sales Tax revenues collected from within each Town's corporate boundaries, as modified from time to time through annexations and disconnections, to such Town, less a reasonable amount to pay (i) for the County's administrative expenses to administer the Special Sales Tax, and (ii) such amounts as are necessary to ensure that each Party receives at least \$1,000.00 annually in Special Sales Tax revenues to mitigate any loss of the revenue shareback from the State of Colorado cigarette sales tax pursuant to Section 39-22-623, C.R.S.

b. The Special Sales Tax revenues shall be transmitted to the Towns on a monthly basis not later than the thirtieth day following the month of collection of such revenues; provided, however, during the initial three months of the Special Sales Tax collections the County may request an additional 90 days to process the monthly Special Sales Tax revenues.

c. The County shall maintain accurate records of the administrative services it provides to the Parties during each calendar year and shall submit an annual report Special Sales Tax Advisory Board as constituted and defined below.

Section 6. Special Sales Tax Collection/Reporting/Reconciliation. The Parties shall cooperate in good faith to coordinate the Special Sales Tax revenue collection, reporting and reconciliation and take all actions reasonably necessary and appropriate to accomplish the

purposes of this Agreement in the following manner.

a. Prior to the voter-approved imposition of the Special Sales Tax, each Town shall prepare a listing of retailers doing business in the Town that sell cigarettes, tobacco products, or nicotine products ("Retailers). The Town shall notify the County or its designee of changes in Retailers within thirty (30) days of the Town having actual notice of the change. Changes in Retailers requiring notice under this Subsection include (i) Retailers whose privilege to continue to operate have been temporarily or permanently ceased based on other federal, state, or local law or regulation, and (ii) if a Town requires Retailer licensing, newly licensed Retailers, Retailers with suspended or revoked licenses, and Retailers operating under conditions in lieu of suspension or revocation.

b. Prior to the voter-approved imposition of the Special Sales Tax, the County shall prepare a listing of Retailers doing business in the unincorporated area of the County beginning on and after the effective date of the Special Sales Tax. The County shall notify the Towns of changes in Retailers within thirty (30) days of the County having actual notice of the change. Changes in Retailers requiring notice under this Subsection include (a) Retailers whose privilege to continue to operate have been temporarily or permanently ceased based on other federal, state, or local law or regulation, and (b) if the County requires Retailer licensing, newly licensed Retailers, Retailers with suspended or revoked licenses, and Retailers operating under conditions in lieu of suspension or revocation.

c. The County or its designee shall prepare a monthly "Special Sales Tax Shareback Report," for each Town consisting of the Special Sales Tax revenues received from each Retailer within the Town Monthly Report. This report shall be provided to each Town at the time the Special Sales Tax revenues funds are remitted to the Town as described in section 5 above. The County or its designee will reconcile sales within each Town, validate information of new Retailers as they are licensed by the Town and/or Department of Revenue of the State, and reconcile Retailer names that appear on the Town Monthly Reports.

d. As the administrator of the tax, County or its designee shall take reasonable actions to ensure that the jurisdictional location of a Retailer is correct, including making updates to location data for new Retailers or annexed areas within thirty (30) days receipt of information from any Town. The County or its designee shall make jurisdictional location available to the Towns on an annual basis to verify the accuracy of the location data. In the event the jurisdictional location of a Retailer that generates taxable transactions is not correct, the County and the affected Town(s) shall determine the correct jurisdictional location and allocate the Special Sales Tax in the manner provided by this Agreement. Any Party claiming an incorrect receipt of Special Sales Tax revenues shall notify Summit County and any other affected Party in writing of the alleged error. Such notification must be given within three (3) years of date the claiming Party knew or should have known through the exercise of reasonable diligence of the alleged improper receipt of the Special Sales Tax revenues. Revenues which may be due to a Party for an improper allocation of Special Sales Tax revenues shall be limited to the three year period prior to the discovery of any confirmed erroneous revenue distribution. Corrective actions for improper allocation of Special Sales Tax Revenues under this Subsection include: prospective adjustments of future revenue distributions over a period of three (3) fiscal years; or, settlement or payment agreement between the Parties to the improper allocation of revenues.

e. Internet Sales. The Parties shall obtain from the Colorado Department of Revenue or authorize the County or its designee to obtain from the Colorado Department of Revenue all

information pertaining to the sale of cigarettes, nicotine products and tobacco products on the internet or otherwise by Retailers who are not located within Summit County but are delivered within the jurisdictional boundaries of the Parties. The Parties shall further cooperate to develop procedures and mechanisms in order to impose the Special Sales Tax on all such of cigarettes, nicotine products and tobacco products sales from Retailers that are not located within Summit County to the maximum extent authorized by law.

Section 7. Licensing, Regulation, Additional Fees or Taxes. This Agreement shall not limit each Party's authority to independently license each Retailer of cigarettes, nicotine products and tobacco products within its jurisdictional boundaries as it deems necessary and appropriate and to impose such additional taxes, fees, or fines in excess of the Special Sales Tax.

Section 8. Special Sales Tax Advisory Board and Plan.

a. To promote the purposes of this Agreement and cooperation among the Parties, the Parties agree to form a Special Sales Tax Advisory Board ("Advisory Board"). The Advisory Board shall consist of the Town/County Managers of each Party or their designees. The Advisory Board will: (i) develop the Public Health and Education Plan (the "Plan") described below; (ii) collaborate on the implementation of the Plan; and (iii) endeavor to coordinate the Special Sales Tax revenue expenditures as provided herein. The implementation measures and associated programs shall be evaluated at least annually by the Advisory Board for their effectiveness and quality and reported to each Party's governing board.

b. The Plan adopted by the Advisory Board shall include a statement of goals that promote the purposes of the Special Sales Tax and program implementation measures for those goals. The Plan may be amended from time to time and shall include provisions for the joint review of the prior year's expenditures and performance of the various programs during the prior calendar years so as to inform future decision-making by the Parties.

c. The Advisory Board shall make annual budgetary recommendations to the governing bodies of the Parties regarding the elements of the Plan including the following: (i) priorities and guidelines for the expenditure of the Special Sales Tax revenues; (ii) recommended programs to protect the public health and safety values promoted by this Agreement; (iii) an assessment of the programs funded in prior budget years, including provider assessments based on service or program administration agreements; and (iv) a status report of the community's overall health including indicators of nicotine and tobacco product usage. The governing bodies of each Party shall retain appropriation authority over each Party's share of the Special Sales Tax revenues.

d. Meetings of the Advisory Board shall occur at least annually during each calendar year as established by the Advisory Board and shall be held at the Summit County Courthouse or such other convenient location that shall be identified in any notice of such meetings. Meetings shall be scheduled by the County Manager or at the request of two or more Parties. At least 10 days advanced written notice of a meeting shall be provided to the members of the Advisory Board. Agendas shall be prepared by the County Manager or the Manager's designee and copies distributed to members at least five (5) days prior to a regular meeting of the Advisory Board, although any Advisory Board member may submit items for the agenda. A quorum for the conduct of business at meetings of the Advisory Board means more than one-half the number of the Advisory Board members serving on the Advisory Board at the time of the meeting, whether

participating in-person, telephonically, or by any other media by which each member can hear and be heard by the other members.

Section 9. Confidentiality.

For the purposes of ensuring proper distribution of the Special Sales Tax revenues, the County and the Towns shall share and exchange confidential information obtained by the Parties or provided by the State subject to any limitations of the State and all statutes and local ordinances controlling the same while maintaining taxpayer confidentiality. All such information exchanged shall remain strictly confidential and shall be used only for its purposes designated herein.

Section 10. Amendment of Agreement; Additional Parties.

a. Except as otherwise provided in this Section, this Agreement may be modified or amended only by a duly executed written agreement with the express approval of the governing bodies of all Parties.

b. This Agreement may be amended to add one or more additional incorporated Town Parties upon passage of an ordinance or resolution of the additional Party's governing body approving of this Agreement.

Section 11. Term and Termination of Agreement.

a. Effective Date. The term of this Agreement shall begin when the County and one or other Party has executed this Agreement.

b. Termination. The term of this Agreement shall end when the County and at least one other Party are not willing to remain as Parties to this Agreement.

c. The participation of any Town as a Party to this Agreement shall terminate upon: (i) the provision by the Town to the County of a written notice of termination; or (ii) the adoption by the Town of a special municipal sales tax on cigarettes, tobacco products, or nicotine products. The Towns understand and agree that any termination of a Town's participation in this Agreement that is not the result of the adoption of a special tax on cigarettes, tobacco products or nicotine products by that Town, shall cause tax revenues collected from within that Town to be retained by the County. The County understands and agrees that any termination of a Town's participation in this Agreement that is caused by the Town's adoption of a special sales tax on cigarettes, tobacco products or nicotine products shall cause any such County tax to be invalid within the jurisdictional boundaries of the Town.

Section 12. Execution and Performance of Agreement in Accordance with Law.

Each Party hereby represents to each other Party that it has adopted and executed this Agreement in accordance with applicable law. Each Party shall perform their respective obligations and expend any revenues derived hereunder in accordance with all applicable laws, rules and regulations, including but not limited to the Act, this Agreement, and a voter-approved ballot measure.

Section 13. Indemnification. All actions or omissions by any Party, including their respective representatives, employees, agents, volunteers or officials, shall be the sole

responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorney's fees, arising out of or relating to the acts or omissions of such Party. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act ("Immunity Act") title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law. The indemnity obligations of this Section shall survive the termination of this Agreement. Indemnity obligations of any designee of the County shall be governed by separate agreement.

Section 14. Dispute Resolution.

a. The Parties shall attempt to informally resolve all disputes and claims arising from or related to this Agreement, beginning first with discussions among affected Town(s) and County staff, and if not resolved, escalating to discussions between the applicable Town Manager(s) and County Manager, and ultimately to the Town Council(s) and Board of County Commissioners. Disputes with any designee of the County shall be governed by separate agreement.

b. Any and all disputes and claims arising from or related to this Agreement that are not resolved pursuant to Section (a), above shall thereafter be submitted to mediation. The affected Parties shall share equally the mediator's fees and costs associated with the mediation, and each Party shall pay its own fees, costs, and expenses related to the mediation. If the dispute is not resolved by mediation, any affected Party may commence a Court proceeding, with jurisdiction and venue residing exclusively in the Summit County District Court. Each Party waives its right to have such dispute decided by jury trial. The prevailing Party(s) shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

c. In the event that the County or a Town defaults in the performance of any of the duties and responsibilities under this Agreement, the non-defaulting Party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies, the non-defaulting Party shall give written notice to the other party of the nature of the claimed default and declare that such default must be cured within thirty (30) days from the date notice is given.

Section 15. Parties in Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Parties any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Parties.

Section 16. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Party in his or her individual capacity.

Section 17. Notices. Except as otherwise provided in this Agreement, all notices or other

communications by any Party shall be in writing, shall be given in a reasonable time and shall be deemed given when actually received. Notice to the Parties shall be given to the address listed on Exhibit A, attached and incorporated herein, and may also be delivered in electronic form by electronic mail to the addresses listed on Exhibit A.

Section 18. Severability. If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the Agreement shall be reformed to the extent necessary to reflect the intent and purpose of the original agreement or the Parties may terminate this Agreement.

Section 19. Interpretation. Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree that the rule of construction that "ambiguities shall be construed against the drafter" shall not apply. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 20. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Electronic or scanned signatures shall be valid and acceptable for all purposes.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the date set forth above.

SUMMIT COUNTY, COLORADO

By: _____
Thomas C. Davidson, Chair

ATTEST:

By: _____
Kathleen Neel, Clerk and Recorder

TOWN OF BLUE RIVER

By: _____
Toby Babich, Mayor

ATTEST:

By: _____

Town Clerk

TOWN OF BRECKENRIDGE

By: _____
Eric Mamula, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF DILLON

By: _____
Carolyn Skowyra, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF FRISCO

By: _____
Gary Wilkinson, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF MONTEZUMA

By: _____
Leslie Davis, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF SILVERTHORNE

By: _____
Ann-Marie Sandquist, Mayor

ATTEST:

By: _____
Town Clerk



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE, PUBLIC WORKS DIRECTOR
RE: RENEWAL OF ESRI GIS IGA WITH TOWN OF SILVERTHORNE AND TOWN OF BRECKENRIDGE
DATE: AUGUST 13, 2019

Summary and Background: Over the past few years, the Town of Frisco has partnered with the Towns of Silverthorne and Breckenridge to enter into a contract with Environmental Systems Research Institute, Inc. (ESRI) to provide Geographic Information Software services to various departments within the Town. It is now time once again to renew this contract and IGA.

Analysis: ESRI has created a Regional Government Enterprise License Agreement (“ELA”) that is intended for a group of small towns with a combine population of under 25,000, to allow the Town’s to work together and enter into a single software licensing agreement in order to access more seats and types of software at a reduced annual fee than each Town could afford individually. The annual cost to the Town of Frisco will be \$10,000 per year for the next three years which will allow us 14 users to access the system. It is estimated that this service could cost the Town approximately \$20,000 per year if we were to contract on our own. The Town of Silverthorne will act as the fiscal agent for the contract so our share of the fee will be paid to Silverthorne rather than ESRI.

Financial Impact: Passage of the recommended motion entering into an IGA with the Town’s of Silverthorne and Breckenridge will result in a total cost of \$10,000, which has been budgeted in General Fund, Public Works Administration, Professional Services (10-1130-4250).

Alignment with Strategic Plan: The approval of this IGA and continued use of ESRI GIS services aligns with the Quality Core Services section of both the Town Council Strategic and the Frisco Community Plans by providing high quality geographic information to all Town departments and community members.

Staff Recommendation: Based on the information contained in this report, it is recommended the Town Council pass a motion to enter into the IGA and authorize the Mayor and Town Clerk execute all necessary documents.

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

Jeff Goble, Public Works Director - Approved

Bonnie Moinet, Finance Director - Approved

Attachment 1

GIS-IGA Draft 7-2-19

**INTERGOVERNMENTAL AGREEMENT
FOR PARTICIPATION IN
THE ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
REGIONAL GOVERNMENT ENTERPRISE LICENSE AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is entered into as of the _____ day of _____, 2019 by and among the Town of Silverthorne, Colorado ("Silverthorne"), the Town of Breckenridge, Colorado ("Breckenridge"), and the Town of Frisco, Colorado ("Frisco"), referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Environmental Systems Research Institute, Inc. ("ESRI") is a provider of Geographic Information Software ("GIS");

WHEREAS, each of the Parties currently pays annual licensing fees to ESRI to maintain each Party's software licenses previously purchased from ESRI prior to this Agreement;

WHEREAS, each Party would be required to pay substantial costs to acquire new software licenses and extensions on an individual basis;

WHEREAS, ESRI has created a Regional Government Enterprise License Agreement ("ELA") intended for a group of small towns with a combined population under 25,000, to allow the towns to work together and enter into a single software licensing agreement in order to access more seats and types of software at a reduced annual fee than each town could afford individually;

WHEREAS, the ELA will allow the Parties access to the ESRI products listed in the ELA, including maintenance; and,

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Article XIV Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and considerations contained herein, the sufficiency of which are acknowledged and confessed, the Parties agree as follows:

1. Authorized Entities. The entities authorized to use the ESRI products pursuant to the ELA are: Silverthorne, Breckenridge, and Frisco (the "Authorized Entities"). Silverthorne shall enter into ELA with ESRI, and shall act as the lead agency for the Authorized Entities in dealings with ESRI under the ELA. Breckenridge, and Frisco shall each execute an "Authorized Entity Acknowledgement Statement" which is included as an exhibit to the ELA. A copy of the ELA is attached to this Agreement, marked Exhibit A, and incorporated herein by this reference.

2. Geographic Information Systems Professional. Each Party shall be responsible for hiring a Geographic Information Systems professional (the "Consultant") to keep track of the types and quantities of software installed within each Party's organization. Each Party shall engage the Consultant, as needed, to answer questions and assist with software setup and installation.

3. Annual Licensing Fee The total annual licensing fee cost of the ELA is Twenty-five Thousand Dollars (\$35,000.00) for each year of the three (3) year initial term of the ELA. Silverthorne shall serve as Fiscal Agent for the Parties and shall be responsible to pay the annual ELA fee directly to ESRI. Silverthorne, acting as the Fiscal Agent, will invoice each Party for it's agreed upon share of the annual licensing fee. Each Party will have sixty (60) days from the date of the invoice to make payment to Silverthorne. The invoice will be issued no later than sixty (60) days before the ELA yearly renewal date.

Each Party hereby agrees to pay the following license fee to Silverthorne on an annual basis, following receipt of an invoice from Silverthorne, as follows:

Silverthorne:	\$12,500	(35.5%)
Breckenridge:	\$12,500	(35.5%)
Frisco:	\$10,000	(29%)

4. ArcGIS Online Subscription. Based on the funding obligations outlined in Paragraph 3, above, the ArcGIS Online Subscription components will be divided among the Parties as follows:

	Funding Percentage	Named Users
Silverthorne	35.5%	18
Breckenridge	35.5%	18
Frisco	29%	14
TOTALS	100%	50

5. Named User. Each Party shall assign one (1) Named User to the Consultant to use and access each Party's ArcGIS online subscription.

6. Virtual Campus Annual User License Allowance. The parties will split the Five Thousand (5,000) units for online training in the same percentages as outlined in the funding obligation, Paragraph 3, of this Agreement.

7. ESRI International User Conference Registrations. The ELA allows two people to attend the annual ESRI users conference each year without paying the conference registration fee. The Parties will decide amongst themselves who to send each year, if anyone. Each Party has the right to have one of its employees attend the conference every other year during the Term (as defined below) of the Agreement.

8. Single Point of Contact. Silverthorne's Public Works Director shall act as the single point of contact between the Parties and ESRI for orders and deliveries and will be responsible for redistribution of License key codes by email to eligible users in the Parties.

9. Individuals Authorized to Call ESRI. The Consultant will act as the authorized Tier 1 support Center to field calls from internal users of ESRI software. The Consultant will name two (2) employees who may directly contact ESRI for Tier 2 technical support.

10. Maintenance of Quantities and Types of Software Licenses. Each Party shall provide an annual report of installed ESRI software to ESRI.

11. Data Privacy. Each Party's data will be kept separate from the data of the other Authorized Entities and each Party will only be allowed to access the data allocated to them, unless otherwise authorized in writing by the Parties.

12. ESRI CityEngine License. The Parties shall share the CityEngine License(s) equally as needed. Each Party may use the CityEngine License for a period of three (3) months during each twelve (12) month CityEngine License term period. Each Party shall remove the CityEngine License authorization from its computers/system, when the CityEngine License is transferred to another Party. Silverthorne shall determine the order of use by the Parties for the CityEngine License.

13. ESRI Reference Site. Each party shall act as an ESRI reference site and shall permit ESRI to publicize its use of ESRI software and services.

14. Term. This Agreement shall take effect on July 1, 2019 and shall remain in effect for a term of three (3) years to coincide with the ELA ("Term"). At the end of the Term, the Parties will have the option to remain as an Authorized Entity, continue under a renewal of the ELA and enter into a new Intergovernmental Agreement to replace this Agreement.

15. Contingent on Appropriation. Notwithstanding anything to the contrary contained herein, the payment of all direct and indirect obligations by any Party hereunder, in fiscal years subsequent to the current year, are contingent upon funds for this Agreement being duly appropriated and budgeted. If funds for this Agreement are not so appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, the non-appropriating Party may terminate this Agreement upon written notice to the other Parties. The fiscal year for all Parties is currently the calendar year. In the event a Party terminates the Agreement pursuant to this Paragraph, the remaining parties to the Agreement may elect to form a new agreement to reallocate the funding obligations between the remaining Parties in order to continue with the ELA.

16. ELA Incorporated Herein; Indemnification. The terms and requirements of the ELA are incorporated herein and made a part of this Agreement. Each of the Parties agrees to abide by all of the terms of the ELA. To the extent permitted by the Colorado constitution and statutes, each Party indemnifies the other from and against all claims, cases of action, damages, awards and attorney fees arising out of each Party's performance of its duties pursuant to this Agreement and the ELA. No Party waives any of the protections afforded it by the Colorado Governmental Immunity Act, § 24-10-101, et seq. C.R.S., or any other statutory or Common Law immunity.

17. Violation of Terms of ELA. In the event one of the Parties violates the terms of the ELA, and such violation causes the entire ELA to be terminated because of such Party's actions, the violating Party shall reimburse the other Parties for the pro-rated unused portion of the ELA term for which the non-violating Parties have paid.

18. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid; or, as of 12:00 noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt; or, if sent via e-mail, as of the date and time received as evidenced by a e-mail transmission receipt, addressed as follows:

Silverthorne:
Town of Silverthorne
Attn: Tom Daugherty
P.O. Box 1309
601 Center Cir.
Silverthorne, Colorado 80435
Phone: (970) 262-7300_
E-mail: tdaughterty@silverthorne.org

Breckenridge:
Town of Breckenridge
Attn: _____
P.O. Box _____

Breckenridge, Colorado 80____
Phone: (970) _____
E-mail:

Frisco:
Town of Frisco
Attn: _____
P.O. Box _____

Frisco, Colorado 80____
Phone: (970) _____
E-mail:

Any Party, by notice given as provided above, may change the address to which future notices shall be sent.

19. Severability. In case one or more of the provisions contained in this Agreement, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement and the application thereof shall not in any way be affected or impaired thereby.

20. Modification. This Agreement may be modified only by written instrument duly authorized and executed by the Parties hereto.

21. Effective Date. This Agreement shall be effective as of date first set forth above (the "Effective Date").

22. No Third Party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as between the Parties. It is not intended to, and shall not be deemed to confer rights to any persons or entities not named as Parties to this Agreement.

23. Successors and Assigns. This Agreement shall not be assignable by any Party unless approved in writing by the remaining Parties.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

25. Headings. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

26. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado. Venue for any court proceeding related to this Agreement shall be proper and exclusive in the District Court for Summit County, Colorado.

27. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth herein as of the date hereto; it supersedes all prior oral or written agreements of the Parties as to the matters set forth herein.

28. No Joint Venture; No Agency. This is an Agreement among the Parties for obtaining services. This Agreement does not create a joint venture or partnership between or among the Parties, nor does it constitute any Party as an agent of any other.

29. Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made. The Parties hereto each represent that they possess the legal ability to enter into this Agreement.

[Signatures on following page]

WHEREFORE, the Parties hereto have executed this Agreement as of the date here first set forth above.

TOWN OF SILVERTHORNE

By: _____
Ann-Marie Sandquist, Mayor

ATTEST:

By: _____
Michele Miller, Town Clerk

TOWN OF BRECKENRIDGE

By: _____

ATTEST:

By: _____

TOWN OF FRISCO

By: _____

ATTEST:

By: _____

6/10/13

EXHIBIT A

[Regional Government Enterprise License Agreement]

Attachment 2

GIS-IGA

**INTERGOVERNMENTAL AGREEMENT
FOR PARTICIPATION IN
THE ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
REGIONAL GOVERNMENT ENTERPRISE LICENSE AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is entered into as of the ____ day of _____, 2019 by and among the Town of Silverthorne, Colorado ("Silverthorne"), the Town of Breckenridge, Colorado ("Breckenridge"), and the Town of Frisco, Colorado ("Frisco"), referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Environmental Systems Research Institute, Inc. ("ESRI") is a provider of Geographic Information Software ("GIS");

WHEREAS, each of the Parties currently pays annual licensing fees to ESRI to maintain each Party's software licenses previously purchased from ESRI prior to this Agreement;

WHEREAS, each Party would be required to pay substantial costs to acquire new software licenses and extensions on an individual basis;

WHEREAS, ESRI has created a Regional Government Enterprise License Agreement ("ELA") intended for a group of small towns with a combined population under 25,000, to allow the towns to work together and enter into a single software licensing agreement in order to access more seats and types of software at a reduced annual fee than each town could afford individually;

WHEREAS, the ELA will allow the Parties access to the ESRI products listed in the ELA, including maintenance; and,

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Article XIV Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and considerations contained herein, the sufficiency of which are acknowledged and confessed, the Parties agree as follows:

1. Authorized Entities. The entities authorized to use the ESRI products pursuant to the ELA are: Silverthorne, Breckenridge, and Frisco (the "Authorized Entities"). Silverthorne shall enter into ELA with ESRI, and shall act as the lead agency for the Authorized Entities in dealings with ESRI under the ELA. Breckenridge, and Frisco shall each execute an "Authorized Entity Acknowledgement Statement" which is included as an exhibit to the ELA. A copy of the ELA is attached to this Agreement, marked Exhibit A, and incorporated herein by this reference.

2. Geographic Information Systems Professional. Each Party shall be responsible for hiring a Geographic Information Systems professional (the "Consultant") to keep track of the types and quantities of software installed within each Party's organization. Each Party shall engage the Consultant, as needed, to answer questions and assist with software setup and installation.

3. Annual Licensing Fee The total annual licensing fee cost of the ELA is Thirty-five Thousand Dollars (\$35,000.00) for each year of the three (3) year initial term of the ELA. Silverthorne shall serve as Fiscal Agent for the Parties and shall be responsible to pay the annual ELA fee directly to ESRI. Silverthorne, acting as the Fiscal Agent, will invoice each Party for it's agreed upon share of the annual licensing fee. Each Party will have sixty (60) days from the date of the invoice to make payment to Silverthorne. The invoice will be issued no later than sixty (60) days before the ELA yearly renewal date.

Each Party hereby agrees to pay the following license fee to Silverthorne on an annual basis, following receipt of an invoice from Silverthorne, as follows:

Silverthorne:	\$12,500	(35.5%)
Breckenridge:	\$12,500	(35.5%)
Frisco:	\$10,000	(29%)

4. ArcGIS Online Subscription. Based on the funding obligations outlined in Paragraph 3, above, the ArcGIS Online Subscription components will be divided among the Parties as follows:

	Funding Percentage	Named Users
Silverthorne	35.5%	18
Breckenridge	35.5%	18
Frisco	29%	14
TOTALS	100%	50

5. Named User. Each Party shall assign one (1) Named User to the Consultant to use and access each Party's ArcGIS online subscription.

6. Virtual Campus Annual User License Allowance. The parties will split the Five Thousand (5,000) units for online training in the same percentages as outlined in the funding obligation, Paragraph 3, of this Agreement.

7. ESRI International User Conference Registrations. The ELA allows two people to attend the annual ESRI users conference each year without paying the conference registration fee. The Parties will decide amongst themselves who to send each year, if anyone. Each Party has the right to have one of its employees attend the conference every other year during the Term (as defined below) of the Agreement.

8. Single Point of Contact. Silverthorne's Public Works Director shall act as the single point of contact between the Parties and ESRI for orders and deliveries and will be responsible for redistribution of License key codes by email to eligible users in the Parties.

9. Individuals Authorized to Call ESRI. The Consultant will act as the authorized Tier 1 support Center to field calls from internal users of ESRI software. The Consultant will name two (2) employees who may directly contact ESRI for Tier 2 technical support.

10. Maintenance of Quantities and Types of Software Licenses. Each Party shall provide an annual report of installed ESRI software to ESRI.

11. Data Privacy. Each Party's data will be kept separate from the data of the other Authorized Entities and each Party will only be allowed to access the data allocated to them, unless otherwise authorized in writing by the Parties.

12. ESRI License. The Parties shall share the License(s) equally as needed. Each Party may use the License for a period of three (4) months during each twelve (12) month License term period. Each Party shall remove the License authorization from its computers/system, when the License is transferred to another Party. Silverthorne shall determine the order of use by the Parties for the License.

13. ESRI Reference Site. Each party shall act as an ESRI reference site and shall permit ESRI to publicize its use of ESRI software and services.

14. Term. This Agreement shall take effect on July 15, 2019 and shall remain in effect for a term of three (3) years to coincide with the ELA ("Term"). At the end of the Term, the Parties will have the option to remain as an Authorized Entity, continue under a renewal of the ELA and enter into a new Intergovernmental Agreement to replace this Agreement.

15. Contingent on Appropriation. Notwithstanding anything to the contrary contained herein, the payment of all direct and indirect obligations by any Party hereunder, in fiscal years subsequent to the current year, are contingent upon funds for this Agreement being duly appropriated and budgeted. If funds for this Agreement are not so appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, the non-appropriating Party may terminate this Agreement upon written notice to the other Parties. The fiscal year for all Parties is currently the calendar year. In the event a Party terminates the Agreement pursuant to this Paragraph, the remaining parties to the Agreement may elect to form a new agreement to reallocate the funding obligations between the remaining Parties in order to continue with the ELA.

16. ELA Incorporated Herein; Indemnification. The terms and requirements of the ELA are incorporated herein and made a part of this Agreement. Each of the Parties agrees to abide by all of the terms of the ELA. To the extent permitted by the Colorado constitution and statutes, each Party indemnifies the other from and against all claims, cases of action, damages, awards and attorney fees arising out of each Party's performance of its duties pursuant to this Agreement and the ELA. No Party waives any of the protections afforded it by the Colorado Governmental Immunity Act, § 24-10-101, et seq. C.R.S., or any other statutory or Common Law immunity.

17. Violation of Terms of ELA. In the event one of the Parties violates the terms of the ELA, and such violation causes the entire ELA to be terminated because of such Party's actions, the violating Party shall reimburse the other Parties for the pro-rated unused portion of the ELA term for which the non-violating Parties have paid.

18. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid; or, as of 12:00 noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt; or, if sent via e-mail, as of the date and time received as evidenced by a e-mail transmission receipt, addressed as follows:

Silverthorne:

Town of Silverthorne
Attn: Tom Daugherty
P.O. Box 1309
601 Center Cir.
Silverthorne, Colorado 80435
Phone: (970) 262-7353
E-mail: tdaughterty@silverthorne.org

Breckenridge:
Town of Breckenridge
Attn: Mark Johnston
P.O. Box 168
Breckenridge, CO 80424
Phone: (970) 547-3179
E-mail: markj@townofbreckenridge.com

Frisco:
Town of Frisco
Attn: Jeff Goble
P.O. Box 4100
Frisco, Colorado 80443
Phone: (970) 668-0836
E-mail: jeffg@townoffrisco.com

Any Party, by notice given as provided above, may change the address to which future notices shall be sent.

19. Severability. In case one or more of the provisions contained in this Agreement, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement and the application thereof shall not in any way be affected or impaired thereby.

20. Modification. This Agreement may be modified only by written instrument duly authorized and executed by the Parties hereto.

21. Effective Date. This Agreement shall be effective as of date first set forth above (the "Effective Date").

22. No Third Party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as between the Parties. It is not intended to, and shall not be deemed to confer rights to any persons or entities not named as Parties to this Agreement.

23. Successors and Assigns. This Agreement shall not be assignable by any Party unless approved in writing by the remaining Parties.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

25. Headings. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

26. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado. Venue for any court proceeding related to this Agreement shall be proper and exclusive in the District Court for Summit County, Colorado.

27. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth herein as of the date hereto; it supersedes all prior oral or written agreements of the Parties as to the matters set forth herein.

28. No Joint Venture; No Agency. This is an Agreement among the Parties for obtaining services. This Agreement does not create a joint venture or partnership between or among the Parties, nor does it constitute any Party as an agent of any other.

29. Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made. The Parties hereto each represent that they possess the legal ability to enter into this Agreement.

[Signatures on following page]

WHEREFORE, the Parties hereto have executed this Agreement as of the date here first set forth above.

TOWN OF SILVERTHORNE

By: _____
Ann-Marie Sandquist, Mayor

ATTEST:

By: _____
Michele Miller, Town Clerk

TOWN OF BRECKENRIDGE

By: _____
Eric Mamula, Mayor

ATTEST:

By: _____
Helen Cospolich, Town Clerk

TOWN OF FRISCO

By: _____
Gary Wilkerson, Mayor

ATTEST:

By: _____
Deborah Wohlmuth, Town Clerk

6/10/13

Attachment 3

GIS-IGA EXHIBIT A

EXHIBIT A

[Regional Government Enterprise License Agreement]

EXHIBIT A



May 29, 2019

Tom Dautherty
Town of Silverthorne
264 Brian Ave
Silverthorne, CO 80498

Dear Tom,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant the Town of Silverthorne access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The Town of Breckenridge and the Town of Frisco are authorized entities on the agreement. The EA will be effective on the renewal date of July 15, 2019 and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

EXHIBIT A

- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com fax
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Lisa Ward

EXHIBIT A



Quotation # Q-383474

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Date: May 31, 2019

Customer # 346105 Contract #

Town of Silverthorne
 Public Works Dept
 264 Brian Ave
 Silverthorne, CO 80498

*To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 5/24/2019 To: 8/22/2019*

ATTENTION: Tom Dautherty
 PHONE: (970) 262-7353
 EMAIL: tdaugherty@silverthorne.org

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$35,000.00	\$35,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement - Year 1				
168177	1	Year 2	\$35,000.00	\$35,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement - Year 2				
168177	1	Year 3	\$35,000.00	\$35,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement - Year 3				

Subtotal:	\$105,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$105,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Lisa Ward	Email: lward@esri.com	Phone: (909) 793-2853 x8231
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		
<p align="center">If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076</p>		

WARDL

This offer is limited to the terms and conditions incorporated and attached herein.

EXHIBIT A



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-383474

Date: May 31, 2019

Customer # 346105 Contract #

Town of Silverthorne
Public Works Dept
264 Brian Ave
Silverthorne, CO 80498

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/24/2019 To: 8/22/2019

ATTENTION: Tom Dautherty
PHONE: (970) 262-7353
EMAIL: tdaugherty@silverthorne.org

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$35,000, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt, please contact me if exempt information is not currently on file with Esri.

[Signature]
Signature of Authorized Representative
Tom Dautherty
Name (Please Print)
PW Director
Title

7-18-19
Date

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Lisa Ward
Email:
lward@esri.com
Phone:
(909) 793-2853 x8231

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076

WARDL

This offer is limited to the terms and conditions incorporated and attached herein.

EXHIBIT A

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**REGIONAL GOVERNMENT
 ENTERPRISE AGREEMENT
 (RG1)**

This Agreement is by and between Town of Silverthorne ("Managing Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Managing Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Managing Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer*
 Two (2) Esri CityEngine Advanced Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 Insights for ArcGIS for use with ArcGIS Enterprise
 2 Insights for ArcGIS for use with ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement (Discount does not apply to Small Enterprise Training Package)	

*Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

EXHIBIT A

Managing Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN MANAGING CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

This Agreement authorizes the entities listed in Attachment 1 (each an "**Authorized Entity**") to use Products listed in Table A, provided Authorized Entity signs and returns an executed Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this Agreement. Managing Customer may not Deploy any Products to an Authorized Entity until Managing Customer has received and sent to Esri the executed Authorized Entity Acknowledgment Statement.

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

Town of Silverthorne
(Managing Customer)

By: [Signature]
Authorized Signature

Printed Name: Tom Daugherty

Title: PW Director

Date: 7-19-19

MANAGING CUSTOMER CONTACT INFORMATION

Contact: Tom Daugherty

Telephone: 970-262-7353

Address: PO Box 827

Fax: _____

City, State, Postal Code: Silverthorne, CO 80448

E-mail: tdaugherty@silverthorne.org

Country: USA

Quotation Number (if applicable): Q-383474

EXHIBIT A

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Customer" means Managing Customer and Authorized Entity.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Managing Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Managing Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Managing Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement. Additionally, Esri grants to Managing Customer the right to Deploy for Customer's internal use, provided prior to Deploying to an Authorized Entity, Esri receives a signed copy of the Authorized Entity Acknowledgment Statement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Managing Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party

EXHIBIT A

will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Managing Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

3.6 Termination of an Individual Authorized Entity. Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this Agreement with Managing Customer. The breaching Authorized Entity will be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon the termination of an Authorized Entity, all Products Deployed to the Authorized Entity will also terminate. Managing Customer shall reasonably cooperate with Esri in termination of an Authorized Entity for material breach of this Agreement, including enforcement of the Agreement with respect to such Authorized Entity. There will be no reduction in the Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.

3.7 Termination by Authorized Entity. If an Authorized Entity no longer desires to participate in this Agreement, the Authorized Entity may terminate; however, there will be no decrease in the Fee as a result.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Managing Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Managing Customer via written notice for incorporation into the Products schedule at no

additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Managing Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Managing Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk

EXHIBIT A

individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Managing Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the

availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Managing Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Managing Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Managing Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Managing Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Managing Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Managing Customer to issue a purchase order. Managing Customer may submit a purchase order in accordance with its own process requirements, provided that if Managing Customer issues a purchase order, Managing Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Managing Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

EXHIBIT A

- a. All orders pertaining to this Agreement will be processed through Managing Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Managing Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will uninstall, remove, and destroy or transfer the Products to Customer.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

EXHIBIT A

ATTACHMENT 1 AUTHORIZED ENTITY LIST

1. Authorized Entity Name: Town of Breckenridge
Contact Name: Mark Johnston
Address: P.O. Box 168, Breckenridge, CO
80424
Phone: 970-547-3179
E-mail: mjohnston@townofbreckenridge.com

2. Authorized Entity Name: Town of Frisco
Contact Name: Jeff Goble
Address: P.O. Box 4100, Frisco, CO 80443
Phone: 970-668-0836
E-mail: Jeffg@townoffrisco.com

EXHIBIT A

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri") and Town of Silverthorne ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

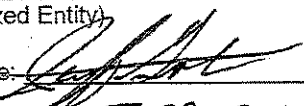
Town of Frisco
(Authorized Entity)
Signature: 
Printed Name: Jeff Goble
Title: Public Works Director
Date: 6/3/2019

EXHIBIT A

ATTACHMENT 1
AUTHORIZED ENTITY LIST

1. Authorized Entity Name: Town of Breckenridge
Contact Name: Mark Johnston
Address: PO Box 168
Breckenridge CO 80496
Phone: 970-54703179 Phone: _____
E-mail: Mark.Johnston E-mail: _____
Mark.J@townofBreckenridge.CO
2. Authorized Entity Name: Town of Frisco
Contact Name: _____
Address: _____
4. Authorized Entity Name: _____
Contact Name: _____
Address: _____



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: SUSAN LEE, COMMUNITY PLANNER
RE: RESOLUTION 19-26, A RESOLUTION TO ADOPT THE 2019 FRISCO COMMUNITY PLAN
DATE: AUGUST 13, 2019

Summary: The approval of Resolution 19-26, is the final step in the formal adoption process for the Community Plan Update. The update has encompassed a year-long, comprehensive, community-driven process to revise and rework the Community Plan document, which was last updated and adopted in 2011. Community outreach conducted over the past year involved extensive public outreach, including meetings, work sessions, and open houses to solicit input and guidance on the plan elements, policies, and implementation strategies.

Background: In accordance with State statutes, the Town Charter, and Town Code regulations, the Town regularly prepares and updates the master plan. Colorado Revised Statute 31-23-206, requires that municipalities “*make and adopt a master plan for the physical development of the municipality*”. The Frisco Town Charter states that, “*The Council shall maintain a comprehensive master plan for the physical development of the Town.*” And that the plan shall be reviewed and revised at least once every five years. Pursuant to Town Code Section 41-6 the Planning Commission is charged with overseeing, “*the preparation and periodic revision of a Master Plan for the physical development of the town and to certify the Master Plan to the Town Council for adoption.*” Frisco’s master plan has been known as the Community Plan since the adoption of the 2011 plan.

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. In July, 2018, a large kickoff meeting was held at the Adventure Park Day Lodge with approximately 300 community members in attendance. Several, smaller, more focused public meetings were held on the topics of economy, mobility, community design and land use, workforce housing, and recreation facilities. Using the information gathered, staff worked with the Planning Commission and a group of 16 citizens, referred to as the Community Resource Group (GRG), to develop a draft of plan elements with associated goals, policies, and implementation strategies.

The initial draft goals, policies, and implementation strategies were reviewed by the community at a public workshop held on March 6, 2019. Next, this information was reviewed and refined by both Town Council and Planning Commission in a series of public work sessions held throughout May and June, 2019. During this time Town Council developed and adopted a Strategic Plan to establish their vision and guide decision making. Finding significant similarities between the Community Plan’s vision, goals, and community priorities, and the Strategic Plan, staff aligned the two documents for consistency and ease of use. A final draft of the Community Plan was shared

with the public at a community open house held on July 11, 2019. The Planning Commission reviewed the final draft and feedback from the community open house during a work session at their public meeting on July 18, 2019.

Financial Impact: In 2018, Town Council approved a budget including \$140,000 to update the Community Plan. Staff estimates the final cost will be \$130,000 based on existing expenditures and remaining, unbilled contract services. At this time, future financial impacts of the implementation strategies outlined in the Frisco Community Plan have not been defined. The strategies have been recommended in order to achieve the goals outlined in the plan. Staff will take direction from Council on implementation priorities and will prepare associated budgetary estimates for Council's review and approval.

Alignment with Strategic Plan: Adoption and implementation of the Community Plan is a strategic goal and priority of Thriving Economy, as outlined in the Town Council's 2019-2020 Strategic Plan.

Recommendation: Based on the information contained in this report, staff recommends Town Council approve Resolution 19-26, A Resolution to Adopt the 2019 Frisco Community Plan.

On August 1, 2019, Planning Commission approved Planning Commission Resolution 19-02, A Resolution to Adopt the 2019 Frisco Community Plan and recommends that it be finally adopted by the Town Council.

Reviews and Approvals:

This report has been reviewed and approved by:

Diane McBride, Assistant Town Manager/Recreation Director
Bonnie Moinet, Finance Director – Approved
Nancy Kerry, Town Manager - Approved

Attachments:

Exhibit A – Resolution 2019-26, A Resolution to Adopt the Frisco Community Plan
Exhibit B – Community Plan, Final Draft – August 2019
Exhibit C – Letter from Frisco Station Commercial Owners Association
Exhibit D – Power point presentation

Attachment 1

Community Plan Adoption Resolution

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 2019-26**

A RESOLUTION ADOPTING THE 2019 FRISCO COMMUNITY PLAN

WHEREAS, the Town is authorized to develop a Community Plan for its incorporated area pursuant to Section 31-23-206 of the Colorado Revised Statutes,

WHEREAS, the Town of Frisco's Home Rule Charter requires that the Town Council maintain a comprehensive Master Plan of the Town, known as the Frisco Community Plan, and update the plan at least once every five (5) years.

WHEREAS, the Frisco Town Council recognizes the importance of establishing a community supported vision to guide growth and development and considers the goals, policies, and implementation strategies contained in the Community Plan a guiding document for the Planning Commission and the Town Council to evaluate development and guide growth and public investment; and

WHEREAS, through public work sessions, strategic planning sessions, and public hearings the Town Council and Planning Commission utilized multiple levels of community participation to update and draft the Community Plan; and

WHEREAS, The Frisco Planning Commission recommends the updated master plan, entitled the Frisco 2019 Community Plan, be adopted by Town Council;

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

Section 1. Town Council hereby adopts the Town of Frisco Community Plan, attached hereto and made a part hereof, dated August 1, 2019.

Section 2. This Resolution is effective upon adoption.

INTRODUCED, READ AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 13th DAY OF AUGUST, 2019.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, Town Clerk

Attachment 2

Community Plan

Final Draft



FRISCO COMMUNITY PLAN



ADOPTION DRAFT - AUGUST 2019



ACKNOWLEDGMENTS

Town Council

Gary Wilkinson, Mayor
 Hunter Mortensen, Mayor Pro Tem
 Jessica Burley
 Rick Ihnken
 Dan Fallon
 Deborah Shaner
 Melissa Sherburne

Planning Commission

Andy Stabile, Chair
 Kelsey Withrow, Vice-Chair
 Robert Anton Franken
 Andy Held
 Jason Lederer
 Lina Lesmes
 Donna Skupien

Staff

Nancy Kerry
 Joyce Allgaier
 Bill Gibson
 Susan Lee
 Katie Kent

Community Resource Group

Emily Cleghorn
 Joan Dieter
 Jim Epstein
 Patrick Gleason
 Stephanie Kato
 Kim Kramer
 Jeff Meehan
 Mary Elaine Moore
 Tom Neils
 Chad Robinson
 Mark Sabatini
 Tim Sabo
 Lisa Sakata
 Jen Schenk
 Doug Sullivan
 Brenda Trollinger
 Kent Willis

Consultant Team

Clarion Associates
 Economic Planning Systems, Inc.
 Fehr & Peers
 Studio Seed
 Additional assistance provided by:
 SE Group
 Norris Design

Photo Credits

Todd Powell and the Town of Frisco

TABLE OF CONTENTS

Chapter 1: Introduction	1
Background and History	2
Plan Context	3
Planning Process	4
Chapter 2: Shared Community Values	7
Vision and Guiding Principles	8
Parts of the Plan	10
Related Plans and Studies	11
Chapter 3: Policy Framework	13
Guiding Principle 1: Inclusive Community	14
Guiding Principle 2: Thriving Economy	20
Guiding Principle 3: Quality Core Services	24
Guiding Principle 4: Mobility	28
Guiding Principle 5: Vibrant Recreation	32
Guiding Principle 6: Sustainable Environment	44
Chapter 4: Growth Framework	51
Residential Infill/Redevelopment Potential	53
Future Land Use Plan	56
Area Specific Policies/Design Principles	64
Complete Streets Recommendations	69
Frisco Parking Analysis	73
Chapter 5: Action Plan	75
About the Action Plan	76
Inclusive Community	77
Thriving Economy	79
Quality Core Services	79
Mobility	80
Vibrant Recreation	81
Sustainable Environment	82
Plan Amendments	83
Appendix A: Community Profile	
Appendix B: Community Input Summaries	
Appendix C: Reference Maps	
• Existing Land Use	
• Historic Sites	



This page has been intentionally left blank.

CHAPTER 1 INTRODUCTION



BACKGROUND AND HISTORY

Frisco's history began with the Utes long before the mining boom took control of Summit County. The lifestyle of the Utes quickly disappeared as the mining industry took over the region and early prospectors arrived in 1859. While Frisco and the Ten Mile Canyon experienced some migration in the first gold rush of 1859, it wasn't until the 1870s when the mining industry became more rampant. The Town was founded by Henry Recen and incorporated in 1880, and served as a gateway to the towns and mines of the Ten Mile Canyon. Frisco quickly developed and grew in population as the mining industry continued to attract more investment and people into town. By 1892, the permanent population grew to two hundred and fifty people. The promising growth and prosperity of the Town led to the opening of hotels, saloons, and other businesses that served Frisco's growing population. The arrival of two railroads further stimulated the mining industry which dominated the economy of Frisco and the Ten Mile Canyon. The conclusion of the mining boom and beginning of the Great Depression brought great economic hardship to the region. However, Frisco was able to persevere through these hardships and remain one of the few mining towns to survive. While time has passed, the history of Frisco can still be told by the remnants of the mining industry and historic buildings that are scattered throughout the landscape, including those that were moved to the Historic Park to tell the story of the early miners. Today, Frisco has evolved into a vibrant town, having experienced an era of revitalization thanks to its recreational landscape and economy.



Main Street, Frisco - late 1800s



Main Street, Frisco - 2013



Frisco Historic Park and Museum



"Frisco Speaks" visioning exercise

PLAN CONTEXT

In the summer of 2018, the Town of Frisco launched a comprehensive process with the community to update the Town's Master Plan, also known as the "Frisco Community Plan." The Community Plan serves as the overarching policy document for the Town. The plan articulates the shared vision and values of the community and identifies strategic actions necessary for implementation. The plan was last updated in 2011 and is required by the Town Charter to be updated every five years.

Since 2011, Frisco has experienced significant change. The Town's population is aging and has grown at a faster rate than Summit County as a whole; prices of homes have increased while the median household income has declined; and the Town is close to being fully built-out. The Community Plan process presented an opportunity to explore these and other trends and key issues with the community, and to facilitate a discussion about the community's hopes and fears for the future.

Role of the Community Plan

The Community Plan provides a road map for the Town as it continues to grow and evolve. The plan reflects the ideas, values, and desires of the community, and articulates Frisco's aspirations for the future. As such, the Community Plan is comprehensive in scope, addressing a wide range of topics: future growth and development, community character, transportation, housing, parks and recreation, resource protection, and infrastructure, among others. First and foremost, the plan is used by Town staff and elected and appointed officials to guide day-to-day decision-making and policy discussions, and by the Planning Commission to guide decision-making regarding proposed developments. The plan also serves an important resource for residents, property and business owners, developers, and other stakeholders interested in

understanding the vision and values of the community. Building a broader awareness and understanding of the plan will help ensure that future public and private investments in Frisco are aligned with, and continue to advance the vision of our community.

As Frisco continues to evolve over time, the plan must also adapt. While it is unlikely that the community's vision and values will change substantially in a five-year timeframe, it is important to periodically review the plan to evaluate progress, and determine whether new strategies or other course corrections are needed to help advance priority initiatives.

Legislative Authority

The Town is authorized to develop a Community Plan (comprehensive or master plan) for its incorporated area pursuant to Section 31-23-206 of the Colorado Revised Statutes as amended. Although the Planning Commission is the agency expressly authorized by state law to prepare and adopt the final Community Plan, the Town Council also possesses the legislative power to establish land use planning policies for the Town. State law recognizes the legislative authority of the municipality's governing body by expressly requiring that the Planning Commission's adopted Community Plan be subject to approval of the Town Council. Therefore, the Community Plan is not fully effective until the Town Council approves the plan.

PLANNING PROCESS

The Town of Frisco established a robust community engagement strategy with the goal of providing a variety of opportunities for input and capturing the diverse perspectives and interests of the community.

- 1 Community Kick-off and Focus Groups**
 July - November 2018
 - Community Wide Kick-off Meeting: 7/11/18
 - Community Resource Group – Value and Vision Synthesis: 8/8/2018
 - Focus Group Meetings on Frisco’s Economy, Community Character, Design, and Land Use, Housing Diversity: 8/28/2018
 - Focus Group on Community Design and Walkability: 9/18/2018
 - Community Meeting on Parks: 11/7/2018
- 2 Policy Framework and Opportunity Areas Workshop**
 December 2018 - June 2019
 - Community Resource Group Meeting on Plan Policies and Goals: 1/23/2018
 - Design Charrette on Opportunity Areas: 2/6/2019
 - Joint Town Council and Planning Commission Work Session: 2/7/2019
 - Community Wide Open House: 3/6/2019
 - Work sessions with Planning Commission and Town Council on plan goals and policies: May-June 2019
- 3 Draft Plan**
 June 2019 - July 2019
 - Community Resource Group – Review of Draft Document: 6/26/19
 - Community Wide Open House on Draft Plan: 7/11/19
 - Planning Commission work session on Final Draft Plan: 7/18/19
- 4 Plan Adoption**
 August 2019
 - Final Plan Adoption by Planning Commission and Town Council: August 2019

Community Engagement Opportunities

A variety of opportunities were provided for community members and stakeholders to engage in, and provide input in the Community Plan process:

- **Community Plan Kickoff.** Participants provided their insight as to what they value about Frisco today and what they feel are the challenges and opportunities that we should focus on for our future. Participants circulated among six different stations designed to educate and evoke meaningful thought about community values as well as opportunities and concerns for our future.
- **Focus Group Meetings.** Participants were broken into smaller groups to discuss and identify issues regarding Frisco’s economy, community design and land use, and housing diversity.
- **Parks Meeting.** Participants identified challenges and opportunities associated with Frisco’s parks. The feedback received was ultimately used to inform the goals and policies for Frisco’s parks.
- **Policy Framework and Opportunity Areas Workshop.** Participants provided input on the preliminary draft of the guiding principles, goals, and policies, and key opportunity sites that were identified through the process.
- **Community Plan Open House.** Participants were invited to review important policy decisions, and to provide input on the Future Land Use Plan and concepts for various opportunity areas.

Hundreds of community members provided input over the course of the process, and each individual’s input was invaluable to the process. Collectively, this input captures the community’s shared values and vision for Frisco and provides a foundation for the Community Plan.



Other Community and Stakeholder Engagement

Community Resource Group

The Community Resource Group (CRG) is a citizens taskforce that was organized specifically for the Community Plan process. The CRG was made up of 17 members, all coming from different backgrounds and walks of life. The group met jointly with the Planning Commission four times over the course of a year. CRG meetings provided opportunities for more in-depth discussion on a variety of Community Plan topics. While the primary role of the CRG was to serve as a sounding board for Town staff and the project team, they also served as community ambassadors, helping build awareness of the plan, and ensuring that community priorities are well-represented.

Planning Commission and Town Council

Town staff and the project team worked closely with the Planning Commission and Town Council throughout the plan update process. Key points of coordination included:

- Regular updates on the process and community input received;
- A joint work session with the Planning Commission and Town Council to confirm preliminary directions; and
- Work sessions with Planning Commission and Town Council during their regular meetings to discuss and seek direction on different elements of the draft Plan.

Town Council Strategic Plan

In early 2019, the Frisco Town Council went through a separate, but parallel, strategic planning process to establish core values and goals and prioritize near-term actions. The resulting Town Council Strategic Plan is closely aligned with the Community Plan to support implementation of the community’s values. Specific points of alignment are noted where applicable in subsequent chapters of this document.



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



WHAT DO WE MEAN BY “SMALL TOWN MOUNTAIN” CHARACTER?

Defined as ‘A distinctive trait, quality, or attribute’, the interpretation of the term in the context of community planning is often misunderstood. A sociologist might describe character in terms of social criteria such as a specific population living in a specific area, with shared institutions, values, and social interaction. The emphasis is on people and their relationships. From a planning perspective, the focus is on the natural, visual, and cultural characteristics, such as the natural environment, sensory (visual) experience, and cultural expressions such as historical structures.

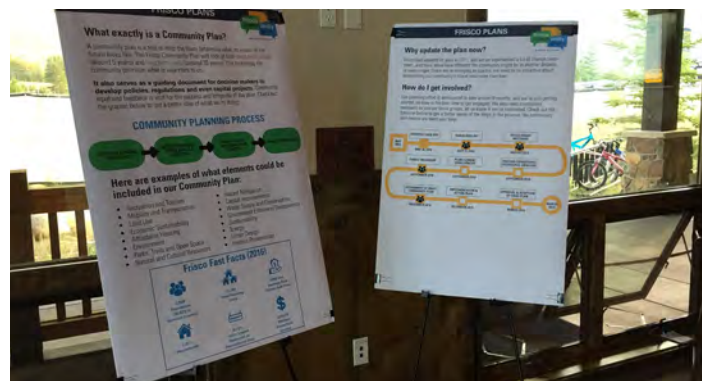
So when we hear that Frisco has an amazing ‘small mountain-town’ character what does that mean?

It is a combination of characteristics or distinguishing physical and social elements that define a place, including:

- Natural surroundings (forests, mountains, rivers, lakes, etc.)
- Built characteristics (style, scale, and arrangement of streets and buildings)
- Economic characteristics (the kinds of work people do)
- Socio-cultural characteristics (politics, community traditions, recreational pursuits)

Through surveys and interviews, community members identified several characteristics that fall into the categories above - friendly small-town atmosphere (social), scenic beauty (natural surroundings), the people, the lake, the historic street design and layout, access to recreation and trails, ski industry (economic).

There were also so-called ‘unrecognized characteristics’ that were identified as values but not necessarily as defining characteristics – walkability, size, growth rate, location, land use, neighborhood design, street and infrastructure, housing types and prices, employment composition, landscaping.



CHAPTER 2 SHARED COMMUNITY VALUES



OUR VISION

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

VISION AND GUIDING PRINCIPLES

Overview

The vision and guiding principles are a statement of community values. Together, they reflect characteristics that residents value about Frisco today, and the kind of community that residents would like to see Frisco become as it continues to grow and evolve over time.

The vision statement above, and six guiding principles listed on the opposite page, emerged from numerous community conversations: the community kick-off meeting and a subsequent online survey, meetings with the CRG, and a series of focus groups. Community members were asked to provide input on:

1. What they liked most about living in Frisco; and
2. What they thought were the biggest challenges for the community.

Common themes about what community members enjoyed most about Frisco included: outdoor recreation; friendly, caring neighbors; natural beauty; and quality of life. What community members thought were the biggest challenges for Frisco included: loss of close knit community; high cost of living and housing; increased traffic/congestion; and too much tourism.

Other topics of conversation included: increasing affordable/workforce housing supply; attracting high-quality jobs; improving wayfinding/signage; and more.

The vision and guiding principles serve as an organizing framework for subsequent chapters and policy guidance in the Community Plan, as well as for the Town Council's Strategic Plan.



Frisco's mountain landscape

Frisco's vision is embodied in the six guiding principles below. The guiding principles serve as an organizing framework for the goals, policies, and actions contained in subsequent chapter of the Community Plan. Specific topics addressed under each guiding principle are listed here for quick reference.



GP1: Inclusive Community

- Gateways and public spaces
- Main Street and historic preservation
- Summit Boulevard
- Workforce housing
- Residential neighborhood character
- Historic resources



GP2: Thriving Economy

- Economic diversity and sustainability
- Regional service and economy
- Business retention and development



GP3: Quality Core Services

- Infrastructure
- Community services
- Civic engagement and partnerships



GP4: Mobility

- Safety and efficiency
- Multimodal transportation
- Pedestrian and bicycle infrastructure
- Regional connections
- Parking management



GP5: Vibrant Recreation

- Programs and activities
- Parks, recreation, and open space
- Active and healthy lifestyles
- Year-round trail access and connections



GP6: Sustainable Environment

- Protection of the natural environment
- Community sustainability
- Hazard mitigation

PARTS OF THE PLAN

The Community Plan is comprised of four primary sections in addition to the two introductory sections. The contents and purpose for each section are described below. Although each section has a distinct role and purpose, they are intended to work together.

CHAPTER 3: POLICY FRAMEWORK

Establishes the overall policy foundation for the Community Plan. Includes goals and policies to support community priorities relative to each of the six guiding principles, and provides more detailed direction as to how these priorities will be carried out through day-to-day decision-making.

Guiding Principles, Goals, and Policies



CHAPTER 4: GROWTH FRAMEWORK

Includes a Town-wide land use plan and area-specific policies to guide future growth and development in Frisco, including land use, design, and provision of infrastructure and services.

Future Land Use Plan

Area-Specific Policies



CHAPTER 5: ACTION PLAN

Outline specific actions the Town will take, either alone, or in collaboration with others, to support the implementation of the Community Plan.

Action Strategies

Plan Amendments



APPENDICES

Includes a background report on existing conditions, community input summaries, and supporting Master Plans adopted by the Town.

A: Community Profile
B: Community Input Summaries

C: Reference Maps

RELATED PLANS AND STUDIES

The Community Plan serves as the “umbrella” policy document for the Town of Frisco. It is supported by a variety of functional plans, master plans, and strategic initiatives that provide more detailed direction on a variety of topics. These include:

- The Three Mile Plan – Supports the community’s vision for growth and development surrounding the Town’s boundary.
- The Marina Park Master Plan (Adopted 2018)
- Frisco Trails Master Plan (Adopted 2017)
- Frisco Historic Park and Museum Strategic Plan (Adopted 2018)
- Frisco Historic Property Inventory (anticipated completion August 2019)
- 2019-2020 Town of Frisco Strategic Plan (updated annually)
- 2019 Community Scorecard (updated annually)
- Town of Frisco Budget (updated annually)

Specific linkages between the Community Plan and other plans and studies are referenced throughout this document, where relevant. Moving forward, it is essential that future updates to these supporting plans, and creation of new plans, are aligned with the general policy direction of the Community Plan.

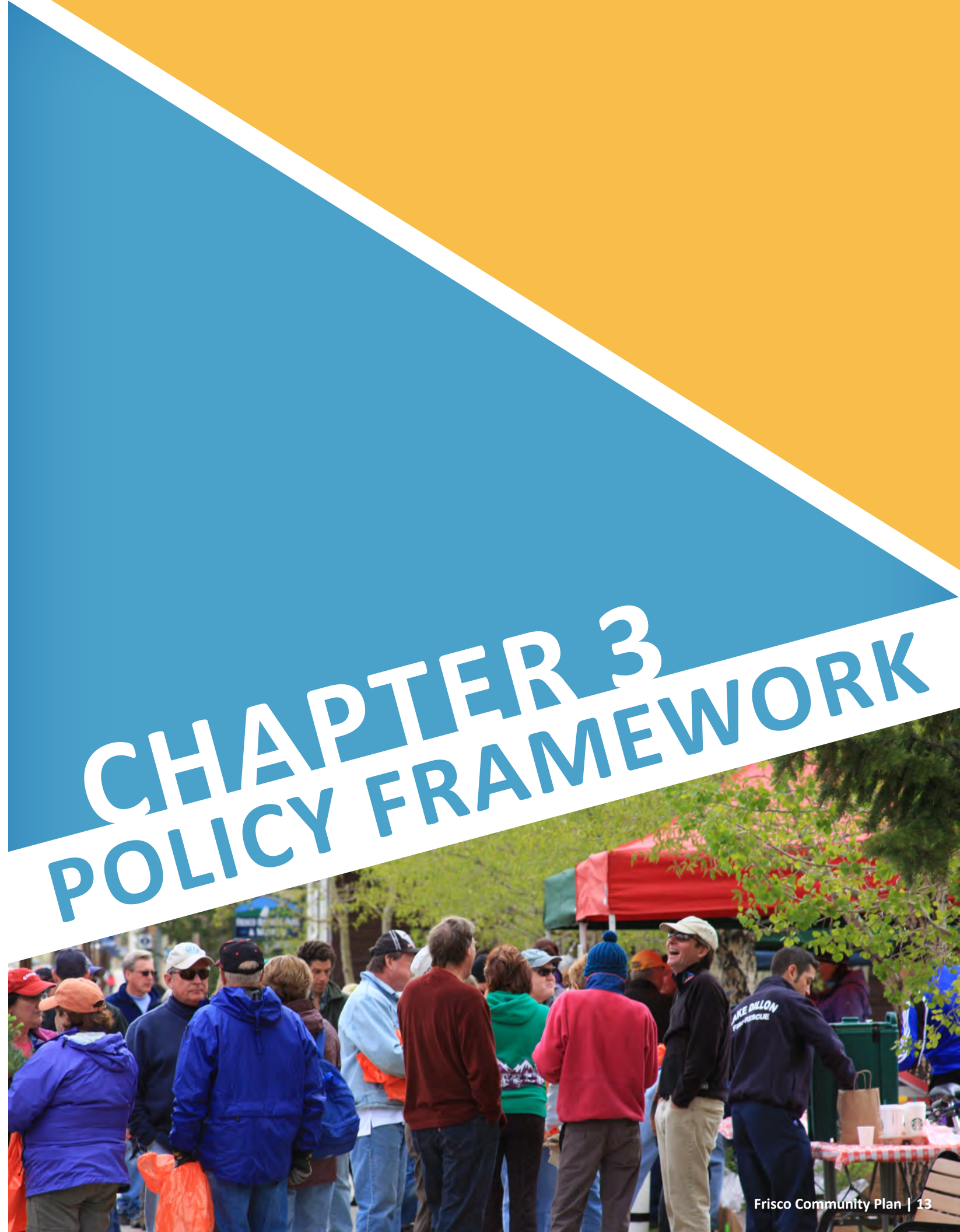


Community Resource Group meeting



Community Resource Group meeting

[This page is intentionally left blank.]





▶ GUIDING PRINCIPLE 1

Inclusive Community

Frisco cares about our neighbors, visitors, and the whole of our community. We are an inclusive community that welcomes people of all backgrounds and income levels. We support a balance of housing options to create opportunities for a diverse population to reside here. Our history is integral to our identity and it is also a guiding principle for our future. As the Town grows and changes, we need to be rooted in the values of our past. The Ten Mile Range mountain backdrop, historic structures, vibrant neighborhoods, and a lively Main Street characterize Frisco along with the friendly people and welcoming vibe. As Frisco grows, this character and identity should be preserved and enhanced throughout Town.

1.1 »

PROTECT THE CHARACTER AND LIVABILITY OF FRISCO'S RESIDENTIAL NEIGHBORHOODS.



- 1.1A** Ensure new housing compliments adjacent properties and neighborhoods through appropriate mass, scale, and design. *See page 68 for Area Specific Policies/Design Principles to help encourage compatible neighborhood development.*
- 1.1B** Invest in targeted improvements (e.g., trail connections, bike paths, sidewalks, and drainage improvements) that enhance the safety and quality of life of residents.
- 1.1C** Strive to create an appropriate balance of full-time residents, second homes, and short-term rentals to maintain a diverse and vibrant community.

1.2 »

IMPROVE THE AESTHETIC APPEAL AND FUNCTIONALITY OF THE SUMMIT BOULEVARD CORRIDOR AND THE EXIT 203 GATEWAY.



- 1.2A** Support public improvements and gateway redevelopment that is aesthetically appealing, inviting to visitors, and reflects a cohesive community image of Frisco. *See page 64 for design concepts and Area Specific Policies/Design Principles to enhance the West Main Gateway.*
- 1.2B** Encourage infill and redevelopment along Summit Boulevard that improves the aesthetic appeal, and supports an economically thriving corridor. *See page 67 for additional discussion of opportunities along Summit Boulevard.*
- 1.2C** Support the integration of workforce housing as part of future redevelopment efforts along Summit Boulevard through the potential intensification of land uses throughout the Summit Boulevard corridor and the greater Mixed Use Gateway District.

1.3 »

PRESERVE AND ENHANCE THE TOWN'S HISTORIC RESOURCES.



- 1.3A** Expand protections for Frisco's historic resources and develop a variety of tools in order to support historic preservation at the local level.
- 1.3B** 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.
- 1.3C** Encourage the adaptive reuse of historic structures and keeping buildings in place.
- 1.3D** Continue to educate residents and visitors through the historic park and museum, programming, and events.
- 1.3E** Encourage broader preservation efforts for historic resources outside the Town's boundaries, when these resources add to the sense of character and tell the story of Frisco.

REINFORCE MAIN STREET AS THE HEART OF THE COMMUNITY, FROM THE LAKE TO THE MOUNTAINS.

- 1.4A** Support the creation of an attractive community entrance along West Main Street to create a gateway that is inviting to visitors, highlights the Tenmile Creek, and is an extension of the history and vision of Frisco.
- 1.4B** Encourage infill and redevelopment that complements the character, scale, and massing of historic structures.
- 1.4C** Ensure ground floor uses on Main Street create a balanced mix of uses that support a thriving commercial atmosphere. Housing may be located above the ground floor along Main Street, to help support the vitality of downtown.
- 1.4D** Preserve Frisco's historic street grid to retain the character and walkability of the town core.
- 1.4E** Design and orient buildings to maintain historic development patterns along public rights of way.

« 1.4



PROMOTE A BALANCED COMMUNITY THROUGH SUPPORT FOR DIVERSE AND EQUITABLE HOUSING OPTIONS.

- 1.5A** Develop a diverse portfolio of workforce housing programs to support a broad range of housing needs—type of unit, rental vs. ownership, and price points—at the community and neighborhood level.
- 1.5B** Stimulate the creation of workforce housing through town policies, incentives, and regulatory procedures.
- 1.5C** Collaborate with community partners and the private sector to expand the reach of Frisco's workforce housing efforts.

« 1.5

RELATED PLANS & STUDIES

The Town has a number of tools in place to support workforce housing and continues to work closely with Summit County and other regional partners to address its housing needs. On the heels of a Workforce Housing Needs Assessment prepared by the Summit County Housing Authority in 2013 (updated in 2016), the Town convened a Housing Taskforce to identify potential steps Frisco could take to help mitigate housing concerns. The 2018 Housing Taskforce provided guidance on short term rentals, priority housing projects, and a strategic housing implementation plan.

WORKFORCE HOUSING

In 2013, the Summit Combined Housing Authority (SCHA) released a Workforce Housing Needs Assessment to evaluate the need for affordable housing and consider strategies. The assessment was most recently updated in 2016 and predicts housing development and needs through 2020. This study reports that in the Ten Mile Basin 135 ownership units (120% AMI or below) and 175 rental units (80% and below) are currently needed. The study further predicts that by 2020 an additional 249 units (ownership + rental) will be needed to catch up with job growth and retiring residents.



[This page is intentionally left blank.]

LAKE HILL HOUSING OPPORTUNITY

In 2011, the Town of Frisco and Summit County began conversations with the United States Forest Service to acquire 45 acres of land immediately adjacent to the Town of Frisco, along the Dillon Dam Road, for a workforce housing development. After acquiring the land in 2016, a master planning process was undertaken in 2017, culminating in a plan for nearly 400 workforce housing units. The master plan included a variety of housing types to meet needs as identified in the Summit County Workforce Housing needs assessment. The Lake Hill Impact Study (expected completion August 2019) will recommend utility service options and evaluate the effects the development will have on traffic, infrastructure, schools, public safety, and other related impacts to Frisco and the surrounding area.

Frisco is but one community in a regional economy facing regional workforce housing challenges. Frisco collaborates with SCHA, Summit County, and other entities to address housing needs. Lake Hill presents an opportunity due to the size of the development and proximity to Frisco, to make a significant impact.

Annexation policies and desired future land uses for areas immediately bordering and within the Frisco town boundaries are provided in the 2018 Frisco Three Mile Plan.

► GUIDING PRINCIPLE 2

Thriving Economy



The Frisco economy is built upon a unique balance of tourism and its role as a commercial-service hub for the region. Tourism, driven by recreational opportunities, and the small, mountain-town appeal of Main Street, creates jobs and revenue. Locals and visitors utilize the large retailers, grocery stores, and services located along Summit Boulevard, and support the small businesses on Main Street. While the Frisco economy has seen steady growth in the past decade, diversification of the economy 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 and a healthy small business community that attracts residents and visitors.

2.1 »

MAINTAIN A DIVERSE AND STRONG ECONOMY.



- 2.1A 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.
- 2.1B Provide opportunities for a balanced mix of housing and services to support local businesses, employees, residents and visitors.
- 2.1C As development and infill occurs, ensure that the Town’s overall mix of land uses remains aligned with community goals.
- 2.1D Participate in regional and state economic development efforts that support a diverse economy.
- 2.1E Support the creation of home-based businesses and remote workers.

2.2 »

STRENGTHEN FRISCO’S ROLE AS THE YEAR-ROUND-LOCAL COMMERCIAL AND SERVICE HUB FOR THE REGION.



- 2.2A Support the retention and expansion of regionally-serving commercial and service uses.
- 2.2B Protect the Light Industrial zone district from dilution and intrusion by other uses.
- 2.2C Encourage continued reinvestment in existing commercial centers. Refer to page 67 for additional discussion of opportunities along Summit Boulevard.

FACILITATE THE RETENTION AND EXPANSION OF LOCALLY-OWNED BUSINESSES.

« 2.3

- 2.3A Create a positive business environment that encourages investment and expansion.
- 2.3B Support efficient regulations and processes that foster a supportive business environment.
- 2.3C Expand workforce housing options to support small businesses, and local employees.

RELATED PLANS & STUDIES

Similar to most Colorado municipalities, the Town is heavily dependent on sales tax revenues to provide services to its citizens. Sales taxes generated by tourism related activities within the Town far surpass any other revenue category. The following documents can provide insight to the Town’s financial picture in terms of revenues by category and business location.

- 2018 Community Scorecard
- Town of Frisco 2019 Budget

Frisco’s Historic Park is an important cultural and educational tourism asset for the Town. The 2018 Historic Park and Museum Strategic Plan outlines a five-year course of action to maximize the value of the historic and cultural resources at the Historic Park.



▶ GUIDING PRINCIPLE 3

Quality Core Services



Frisco is a place for people to live and work. Government and community-based services, such as adequate public infrastructure, public safety, child care, and health services, are integral to making Frisco a sustainable community for residents of all ages and incomes. These core services help businesses recruit workers, contribute to a tight-knit community, and ensure the year-round vitality of our economy.

3.1 »

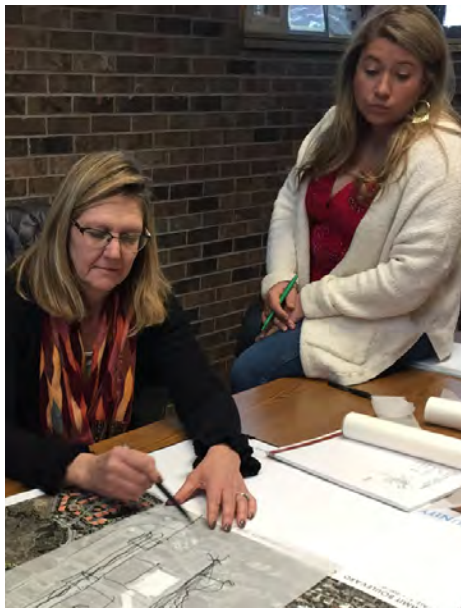
PROVIDE HIGH QUALITY PUBLIC INFRASTRUCTURE AND SERVICES TO MEET CURRENT NEEDS AND ACCOMMODATE GROWTH.



- 3.1A** Maintain and improve public infrastructure such as multi-use pathways, roads, sidewalks, and transit, and municipal utilities to maintain high quality of life for the community.
- 3.1B** Plan for growth and change – Analyze existing operational levels and plan for efficient implementation of improvements.
- 3.1C** Support private sector investment in telecommunication infrastructure to improve service and network reliability for the community.

3.2 »

PROMOTE OPEN COMMUNICATION, RESPONSIVE GOVERNMENTAL ACTIONS, AND REGIONAL COLLABORATION.



- 3.2A** 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.
- 3.2B** Encourage participation and representation in regional planning efforts for transportation, housing, public health, and hazard mitigation with Summit County and other neighboring land agencies.
- 3.2C** Nurture relationships with non-profits that enhance the lives of residents and businesses.

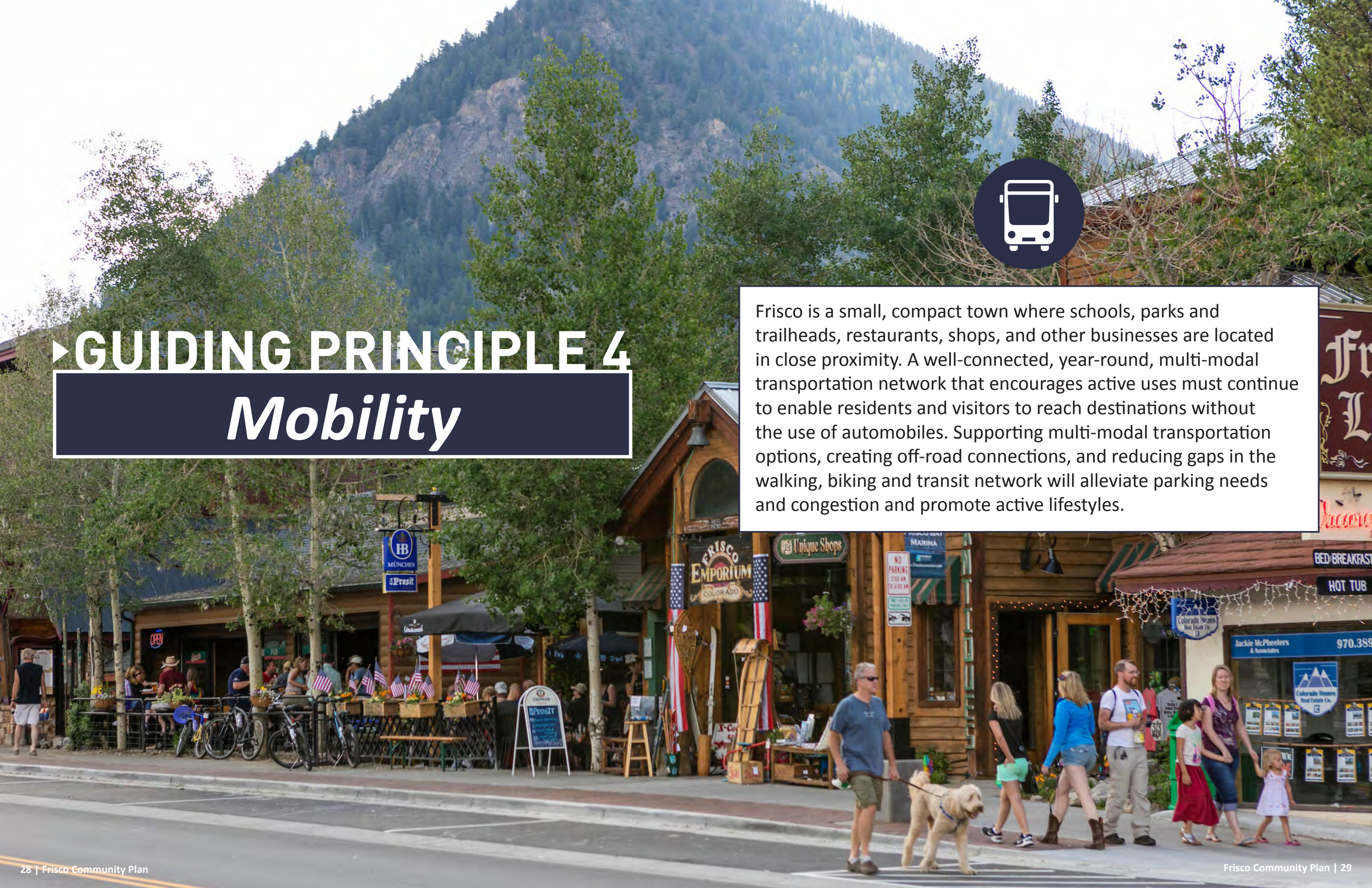
[This page is intentionally left blank.]

► GUIDING PRINCIPLE 4

Mobility



Frisco is a small, compact town where schools, parks and trailheads, restaurants, shops, and other businesses are located in close proximity. A well-connected, year-round, multi-modal transportation network that encourages active uses must continue to enable residents and visitors to reach destinations without the use of automobiles. Supporting multi-modal transportation options, creating off-road connections, and reducing gaps in the walking, biking and transit network will alleviate parking needs and congestion and promote active lifestyles.



4.1 »

PROVIDE A SAFE AND EFFICIENT MULTIMODAL TRANSPORTATION SYSTEM.



- 4.1A Update the Town’s comprehensive Multimodal Transportation Master Plan.
- 4.1B Place a higher priority on bicycle and pedestrian options for moving around town in accordance with the Frisco Trails Master Plan.
- 4.1C Explore opportunities to improve the frequency and proximity of transit options around town.
- 4.1D Manage parking resources in downtown to promote the efficient use of available spaces. *See page 73-74 for a summary of the Town’s 2018-2019 Parking Analysis and key recommendations.*
- 4.1E Establish traffic control, parking, and management protocols for special events and seasonal peaks.

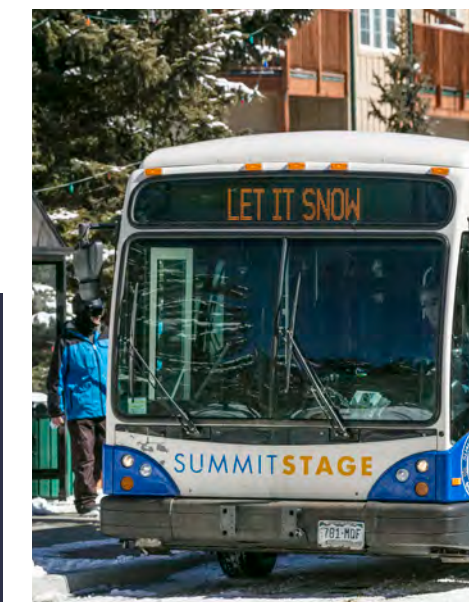
CONTINUE TO EXPAND REGIONAL TRANSPORTATION OPTIONS FOR FRISCO RESIDENTS AND VISITORS.

« 4.3

- 4.3A Take a proactive role in planning and design for the SH 9 and I-70 interchanges and corridors. *See page 66 for additional policies and design concepts for the Summit Boulevard Gateway.*
- 4.3B Collaborate with Summit County, CDOT, Copper Mountain, and others to maintain/increase the frequency of Summit Stage, Busstang, Greyhound and others.

RELATED PLANS & STUDIES

The Town is actively working with Summit County, CDOT, and many other partners to enhance mobility and improve connectivity to other destinations in the region. The Community Plan provides high-level guidance on transportation issues, supported by the more detailed recommendations contained in the Town’s 2017 Trails Master Plan. In addition, a parking inventory and an analysis of parking occupancy was completed in 2018 to help inform decision-making on this important community issue.



4.2 »

PROMOTE WALKING, BICYCLING, AND OTHER ALTERNATIVE MODES OF TRAVEL.

COMPLETE STREETS

Complete Streets are defined as streets that are designed and operated to enable safe access for all users—pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. A well-designed streetscape should also encompass landscaping, street trees, and site furnishings as well as stormwater management, utilities, and snow storage. Frisco’s compact, urban form presents a great opportunity to retrofit its existing core roadways to implement the Complete Streets concept across different types of rights-of-way in town. *See page 70-73 for Complete Streets Recommendations.*

- 4.2A Improve the safety and efficiency of bicycle and pedestrian crossings and travel along Summit Boulevard. *See pages 66-67 for additional policies and design concepts for Summit Boulevard.*
- 4.2B Ensure connections to Marina, the Peninsula Recreation Area, and local schools are safer and more efficient.
- 4.2C Prioritize high-traffic corridors within the Central Core for the construction of more developed, urban streetscape.
- 4.2D Improve year-round connections between neighborhoods and commercial areas, and the County-wide recreational pathway system.



▶ GUIDING PRINCIPLE 5

Vibrant Recreation



Frisco is an active, inviting place with a multitude of recreation opportunities making Frisco a fantastic place to live, visit, and play. Residents and visitors greatly enjoy the Town’s accessible year-round 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.

5.1 »

PROVIDE HIGH QUALITY, YEAR-ROUND RECREATIONAL AMENITIES THAT APPEAL TO BOTH RESIDENTS AND VISITORS.



- 5.1A** Continue to strengthen and diversify the recreation facilities and amenities available in Frisco. Adapt and improve existing resources to reflect current trends and changing community needs.
- 5.1B** Recognize and support the role of neighborhood/community parks as places for neighbors and community members to gather and celebrate together.
- 5.1C** Maintain and upgrade existing park facilities to achieve a high level of quality, safety, aesthetic appeal, and function.
- 5.1D** Coordinate new facilities with the Trails Master Plan (and other Town Master Plans) to ensure appropriate connections and access.
- 5.1E** Park and trail facilities and amenities should utilize consistent visual cues (signage, site furnishings, and maintenance standards) to communicate public accessibility to users.

5.2 »

OFFER DIVERSE PROGRAMS AND EVENTS THAT ENCOURAGE ACTIVE AND HEALTHY LIFESTYLES.



- 5.2A** Offer events and programs to encourage local participation to promote inclusion and build community pride.
- 5.2B** Promote healthy lifestyle choices through programming and special events.
- 5.2C** Collaborate with the County and other organizations on health and wellness initiatives.
- 5.2D** Strive to create balance between locally oriented and tourism-driven recreational opportunities.

CREATE MORE OPPORTUNITIES, AND IMPROVE THE QUALITY OF OUR INTERACTION WITH THE NATURAL ENVIRONMENT.

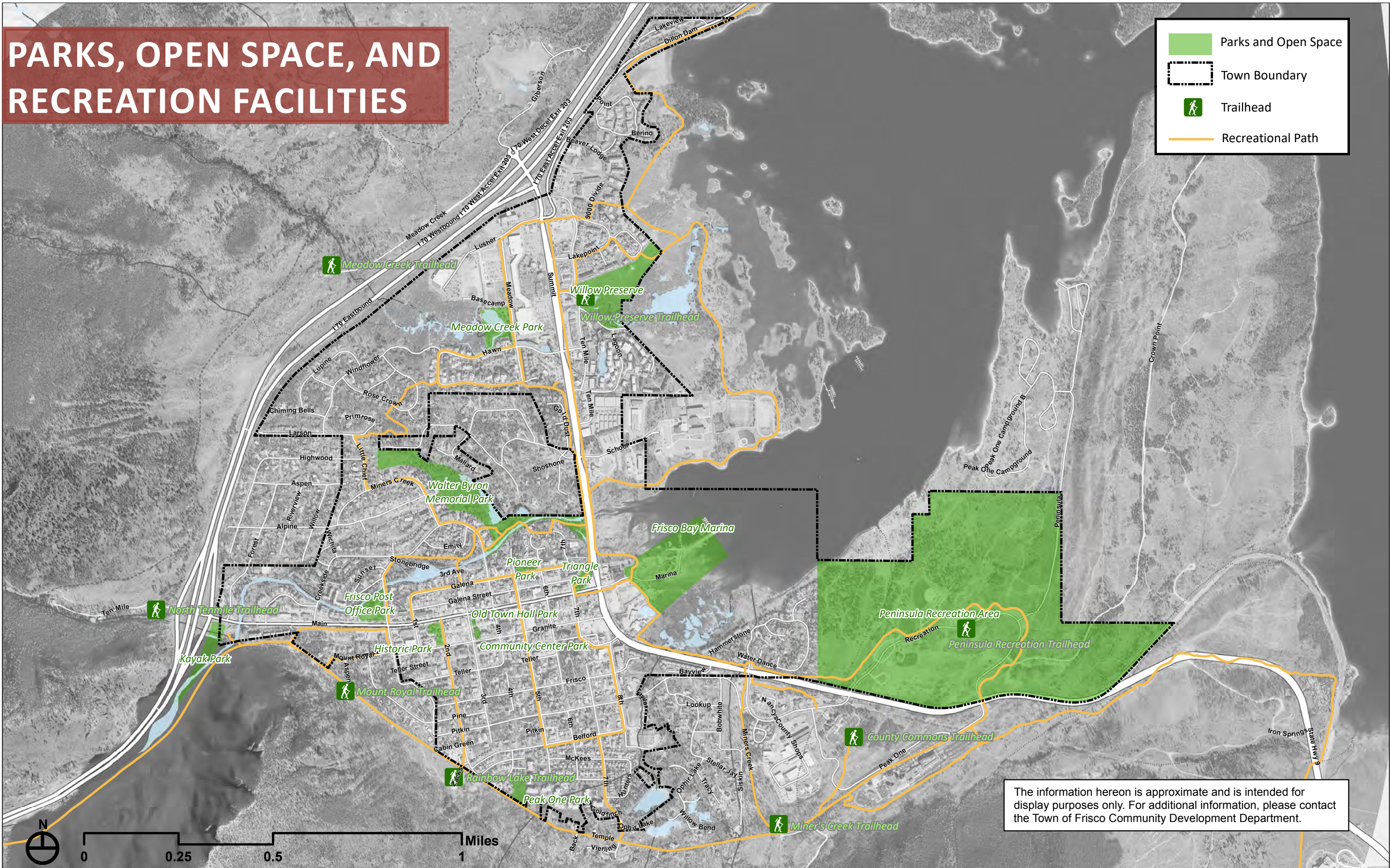
« 5.3

- 5.3A** Enhance opportunities for passive enjoyment of open space and scenic areas such as walking, jogging, hiking, snowshoeing, and other less intensive recreation uses.
- 5.3B** 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.).
- 5.3C** Ensure that recreation opportunities do not create negative impacts on the natural environment and surrounding community.
- 5.3D** Take advantage of existing easements to increase and improve public access to Tenmile Creek while maintaining awareness of surrounding properties and ensuring safe experiences.



PARKS, OPEN SPACE, AND RECREATION FACILITIES

- Parks and Open Space
- Town Boundary
- Trailhead
- Recreational Path



The information hereon is approximate and is intended for display purposes only. For additional information, please contact the Town of Frisco Community Development Department.

PARKS, OPEN SPACE, AND RECREATION FACILITIES

Frisco has a variety of great parks providing everything from free ice skating in the winter to pond fishing in the summer. The following is an overview of the existing facilities, character, and opportunities for Frisco’s smaller, neighborhood parks as well as an overview of the amenities at the Historic Park, Marina Park, and the Peninsula Recreation Area.

Major planning efforts at these facilities have taken place over the last three years and facility improvements for each of these areas are ongoing. More information on planning and development at these facilities can be found by reviewing the following related plans.

- Frisco Bay Marina Master Plan (2018)
- Frisco Nordic Center Master Development Plan (2018)
- Frisco Peninsula Recreation Area Design Summary (2017)
- Frisco Historic Park and Museum Strategic Plan 2019 – 2023 (2018)

» PARKS



PIONEER PARK

Facilities. This one acre park site contains two tennis courts with one practice board on the perimeter fencing, a forested picnic area with two picnic tables and bbq grill, litter containers, and a port-o-let. Parking for the site is located within the unpaved 5th Avenue Alley right of way

Character. This small neighborhood park is minimally designed. Half of the park is heavily vegetated and the other half contains the tennis courts. It is a well-maintained area but is unknown by the community.

Opportunities for the Future. Due to its close proximity to single and multi-family residences, there is potential for additional neighborhood park amenities such as a nature play area, additional courts, or picnic pavilion. There is no electricity or water at site.



WALTER BYRON PARK

Facilities. Walter Byron Park is approximately 4.5 acres in size and includes a 1/3 mile stretch of the Tenmile Creek between Creekside Drive and Summit Boulevard. A portion of the Town’s recreational path follows along the creek along the southern edge of the park. The playground, installed in 2003, includes two separate sets of swings, slides, and climbing equipment for the 2-5 and 5-12 year old age groups. Other amenities include a wooden picnic pavilion with 7 picnic tables and large barbecue grill, a highly popular, multi-use turf play field (approximately 0.8 acres in size), a volleyball court and horseshoe pits, and a small pond known as Kayleigh’s Pond. There are walking trails throughout the park with pedestrian bridges at stream crossings, and a riverside boulder seating area.

A summer only, restroom facility was constructed in 1982. On the park’s northern boundary is a 15.5 acre wetland open space area that extends to Miners Creek Road and County Road 1040. A small parking area accommodates 10 cars.

Character. Centrally located, Walter Byron is considered Frisco’s flagship park. It receives a large number of visitors year round for diverse array of uses including walking, running, biking, dog exercise, informal field sports, fishing, and playground use, as well as more passive uses such as wildlife watching and quiet reflection. Surrounded by water on three sides, this park is also a natural area set aside to preserve sensitive habitats. The recreational path allows easy access. The pavilion area is booked frequently throughout the summer for birthday parties, gatherings, reunions, etc.

Opportunities for the Future. This small park balances a large number of diverse users. Upgrades to the restrooms, parking area, and play structures would improve the overall experience at the park. Replacement should be scheduled for the play equipment within the next three to five years. A year-round restroom facility is needed. Ongoing maintenance to the multi-use field, volleyball court, and horseshoe pits is important to keep the park functioning for a variety of users. Additional riverside seating areas and interpretive information on the park’s ecology would be utilized and enhance the user experience.



MEADOW CREEK PARK

Facilities. This beautiful 4 acre park contains Meadow Pond and scenic views of the mountains in all directions. Meadow Pond, approximately 1.5 acres, is stocked with fish through a grant from Colorado Parks and Wildlife and is home to Frisco’s annual Founder’s Day Fishing Derby. There is an accessible fishing dock on the northwest corner. In the winter the pond is maintained as a seasonal ice skating rink. The park includes both hard and soft surface multi-use paths with two wooden bridges at creek crossings, popular with dog walkers. The paved pathway is plowed in winter. There are benches and picnic tables located around the lake. There is a small, 0.5 acre, multi-use turf area in the south west corner of the park. The park’s gazebo has several picnic tables and bbq grill and is

rented several times per month during the summer. There is a small, combination play structure with a slide, swings and climbing device. The paved parking lot has room for 10 cars and there is a port-o-let enclosure adjacent to the parking area.

Character. Picturesque views of the mountains, clean, formal landscaped areas, and the large gazebo make this a popular spot for picnics and family gatherings. This park’s location, adjacent to the Summit Stage Transit Center and regional shopping centers, make it a popular stopping point for visitors. The popularity of pond skating has increased with the community’s growth causing a winter user conflict between ice fishermen and skaters. The recreation path and internal trails provide easy access as well as popular dog walking routes.

Opportunities for the Future. Safety and security at this park are the primary concerns of park users. Site improvements should consider improved views into and through the park. The existing play structure is nearing its life expectancy and replacement with an updated structure should be considered in the next three to five years. As the community’s only maintained ice skating opportunity, improvements to enhance the skating experience should be explored.



COMMUNITY CENTER PARK

Facilities. This small corner park contains landscaping, a small turf area, park benches, bike racks, a picnic table, and large planter box. Formerly was the site of HC3’s demonstration and community gardens.

Character. Although the site is very limited in size, the fixtures and equipment on the site offer the passing pedestrian an opportunity to rest in this quiet semi-private setting.

Opportunities for the Future. It is complementary to the adjacent Community Center although circulation doesn’t support cohesive use of the park and building. Mature trees make sun and sight distance from this park limited. Opportunities to better utilize this area should be considered.



Facilities. This small, pocket park contains landscaping, a gazebo picnic tables, small turf area, benches, trash and recycling containers, and a bike rack. The park is located adjacent to the Visitor Information Center and public restrooms. Free WiFi from the Visitor Information Center is available.

Character. A small, quiet refuge from Main Street, this park is an attractive place to stop for lunch or to rest and catch up on emails. This park is relatively unknown, and not well used. The small gazebo has a private feel and the landscaping is dense for the small area.

Opportunities for the Future. The proximity of this space to the Visitor Information Center and Main Street gives it

the potential to serve as an important public gathering space along Main Street. The existing trees and landscaping are overgrown and are in need of reshaping.



Facilities. This formally landscaped park contains 2 art sculptures, the Main Street Frisco entrance signage, a manicured wildflower garden, picnic tables, benches, a recreation path wayfinding sign, and trash and recycling containers. The focal point of the park is the sign with the Town name, the bighorn sheep sculptures and the surrounding landscaping. The sign and seasonal decorations provide a popular photo backdrop for many visitors. This park is primarily a pass through area for people walking between Main Street and Summit Boulevard.

Character. A beautifully maintained park located at a major view corridor and prominent intersection of the

community. This park lends a positive identity to the Town, functioning more as a well-landscaped gateway than a neighborhood park.

Opportunities for the Future. While the park is attractive and appropriately maintained, the site is not well-suitable for recreation due to the proximity of Summit Boulevard. A major CDOT project, the Gap Project, will impact the site by removing the existing slip lane adjacent to the southwest edge of the park. A small triangle of land will be added to the park when the project is complete. An opportunity exists to improve and enhance this park as an extension of Main Street. Adding features to support the existing art collection or installing historical information would create a destination for visitors.



Facilities. A scenic destination for Post Office users this pocket park contains a formal landscape area, large water feature, doggie tie-up area and water fountain, flagstone pathways, and stone seating areas.

Character. This park primarily serves as a pass through area for post office users. It offers a calm and peaceful sitting area as well as a beautiful setting, filled with wildflowers and the sound of flowing water, to walk through on the way to and from the post office.

Opportunities for the Future. Operated under a shared use agreement with the post office. This scenic pocket park is visually appealing.



users, and a limited amount of 24 hour parking. The western portion of the lot is used for snow storage in the winter months.

Opportunities for the Future. Opportunities to engage with the Tenmile Creek is an important priority for community members. The area surrounding this park also serves as the western entrance to Frisco and could be enhance to celebrate and show case the creek. Public amenities, such as a year-round restroom facility, and visitor services would be well utilized. There is no water, sewer, or electricity to this area. There are minor issues with vagrancy, and extended camping in the summer months.



Facilities. The park consists of a formal turf area acting as a green space for the Peak One Neighborhood. It is a well utilized area for sport and play. It is linked to 3rd Avenue through a green belt trail that connects the neighborhood to Main Street.

Character. Park is separated from town and surrounded by Peak One neighborhood and therefore has more of a private neighborhood-ownership feel.

Opportunities for the Future. Possible location for a small play structure.

» OPEN SPACE



Acquired by the Town in 1999 and expanded in 2001, this 13.4 acre property contains wetlands, interpretive trails, and scenic views to nearby Lake Dillon and the surrounding mountains. The vision for Willow Preserve, as stated in the approved management plan is, *“To protect Willow Preserve’s natural character, to preserve its view corridor to the mountain peaks in the background, to enhance native flora and fauna established on-site, to allow access to a natural area for passive human uses including picnicking and fishing, to highlight the historical significance of the area, and to educate the community on the importance of natural ecosystems.”*

» RECREATION FACILITIES

HISTORIC PARK



The **Historic Park** is part of the Frisco Historic Park and Museum. *“The Frisco Historic Park & Museum preserves and promotes the Town of Frisco’s heritage and history by presenting an excellent educational museum experience to the community and its visitors, connecting the past, present and future to the world around us.”* This site contains well preserved structures, which are a part of the history of the Town. A 30’X30’ gazebo is located at the center of the property and it contains picnic tables, litter containers and is lighted for evening usage. Power is available for special performances at the gazebo. Benches and a sculpture are located at the front of the site along Main Street. More detail on the Historic Park and Museum can be found by reviewing their Strategic Plan 2019 – 2023.

MARINA PARK



Frisco Bay Marina Park is located along the shores of Lake Dillon. The marina and park occupies about 10 acres on the eastern side of the intersection of Summit Boulevard and Main Street/Marina Road. The Marina Park includes 3.26 acres of Town of Frisco owned land and 7 acres currently leased from the Denver Water Board. The Town has invested in facilities and programs that have created a variety of recreational uses within the park. It is used on a daily basis for walking, biking, picnicking, and dog-walking, and the children’s playground is a popular destination. Part of the park site is set aside as a cemetery. A master plan for the park site and marina operations was adopted in 2018. Phase 1 of the master plan will be implemented in 2019. More detailed information on Marina Park can be found by reviewing the Frisco Bay Marina Master Plan 2018.

[This page is intentionally left blank.]

PENINSULA RECREATION AREA



The **Peninsula Recreation Area (PRA)**, is composed of approximately 244 acres of private lands owned by both the Town of Frisco and Denver Water, and approximately 565 acres of National Forest Service lands administered by the Dillon Ranger District under a Special Use Permit. In total, the Peninsula Recreation area encompasses approximately 800 acres. The existing amenities on the PRA include an 27-hole disc golf course, bike park, skate park, bouldering area, multi-purpose field, and baseball field. A concessionaire runs a horse drawn wagon and sleigh ride operation in the winter and summer months. In the summer the PRA’s extensive trail system is host to mountain biking, hiking, and trail running. Winter uses on the PRA include Nordic skiing, snowshoeing, snow tubing, and sledding. The Day

Lodge is a beautiful 4,000 square foot lodge with a great room boasting a fireplace and comfortable seating for guests to relax and enjoy the scenery. Restrooms, WiFi, and lockers are also available for use year-round. The Town is undertaking a comprehensive visioning and project implementation plan for the PRA in 2020. More detail on the PRA can be found in the Nordic Center Master Development Plan completed in 2018 and the PRA Design Charrette Summary from 2017.

▶ GUIDING PRINCIPLE 6

Sustainable Environment



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.

6.1 »

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.



- 6.1A** Support implementation of the Climate Action Plan and 100% Renewable Energy initiatives.
- 6.1B** Expand waste reduction and recycling rates within the Town organization and the community as a whole.
- 6.1C** Expand the use of alternative energy sources, water conservation measures, and other sustainable development practices in Town facilities and operations.
- 6.1D** Explore opportunities to incentivize the use of green building practices for development.
- 6.1E** Educate residents, businesses, and visitors on sustainable practices.
- 6.1F** Establish parameters to improve the resilience of Town infrastructure as part of routine improvements and upgrades.

6.2 »

PROTECT THE QUALITY AND HEALTH OF THE NATURAL ENVIRONMENT IN FRISCO AND THE SURROUNDING AREA.



- 6.2A** Protect and enhance surface and ground water quality in Lake Dillon, Ten Mile Creek, and other locations.
- 6.2B** Encourage the use of alternative transportation modes—mass-transit, walking, and bicycling, for local and regional trips.
- 6.2C** Work collaboratively with regional partners on efforts to maintain and enhance air quality in Summit County.
- 6.2D** 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 if future annexations occur.
- 6.2E** Encourage the inclusion of street trees and the use of native plants and species that protect and enhance Frisco's biodiversity and habitat.
- 6.2F** Educate residents and visitors about strategies to reduce wildlife conflicts and discourage activities that have a negative impact on wildlife.

MINIMIZE RISKS TO PROPERTY, INFRASTRUCTURE, AND LIVES FROM NATURAL HAZARDS AND DISASTERS.

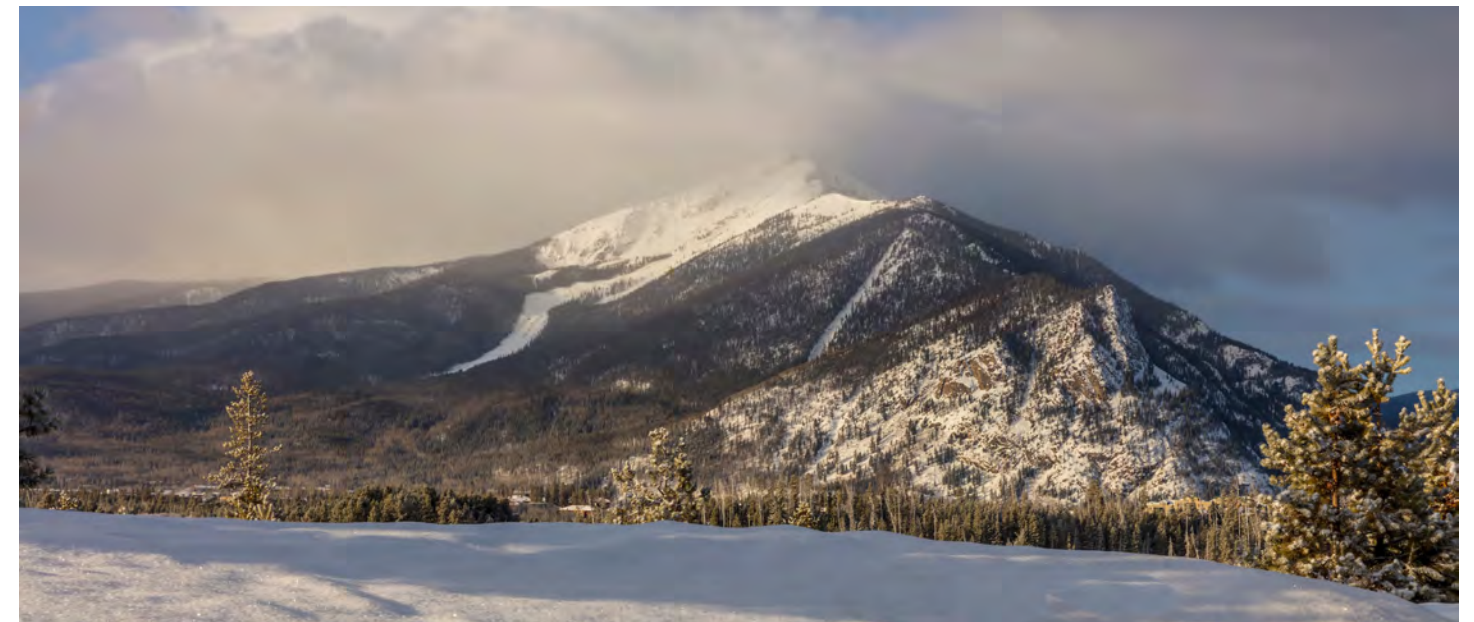
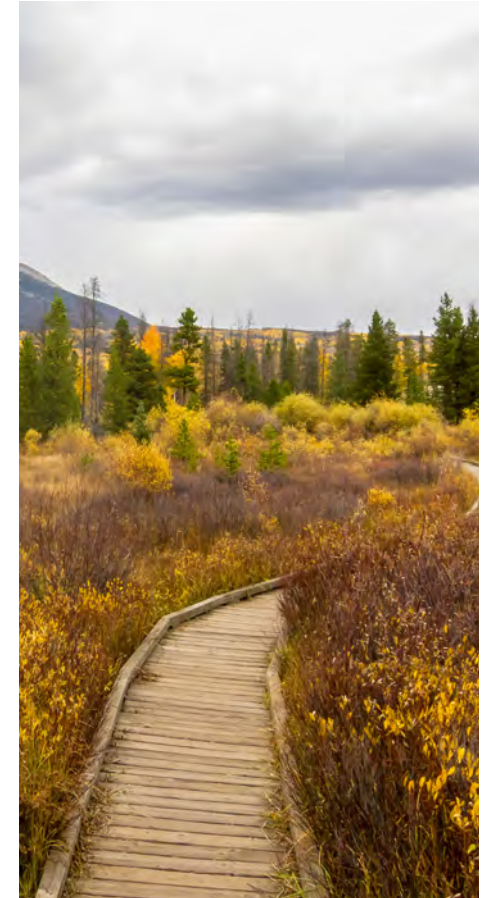
« 6.3

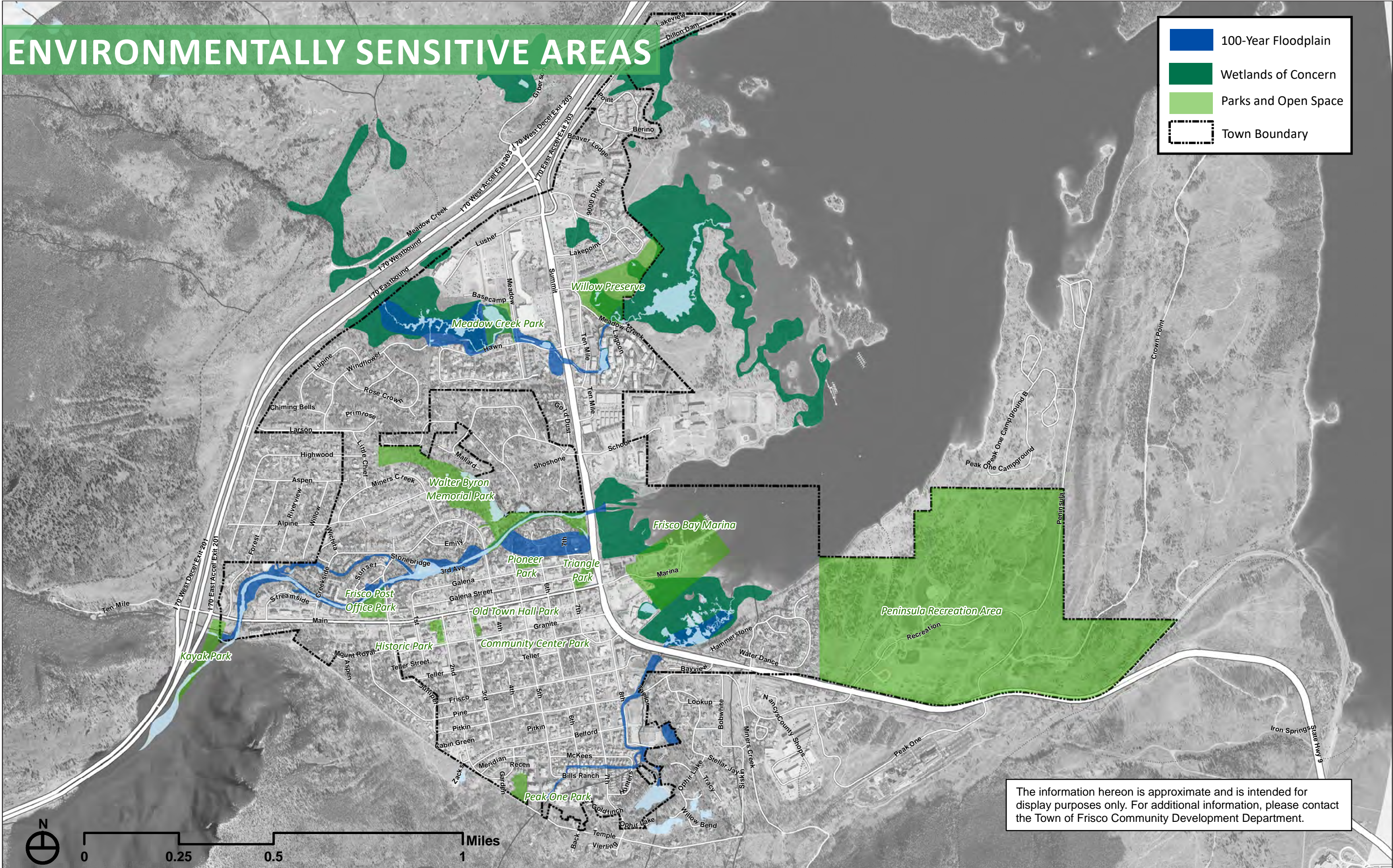
- 6.3A** Continue to collaborate with regional partners on efforts to implement the Community Wildfire Protection Plan (CWPP), Summit County All-Hazards Mitigation Plan, and standardized emergency response plans.
- 6.3B** Educate property owners on the impacts of development in areas that are susceptible to risk from natural hazards.
- 6.3C** Evaluate Town policies and regulations to support best practices in hazard resiliency.

RELATED PLANS & STUDIES

The Town works actively with regional partners on initiatives that promote the protection of the community's natural resources and a more sustainable future. Some of the more recent and ongoing efforts include:

- Summit Community Climate Action Plan (Adopted 2019 - ongoing implementation)
- 100% Renewable Energy Plan (adopted 2019)
- Frisco Clean Tracks Action Plan (2018)
- Frisco Water Efficiency Plan (2018)
- Community Wildfire Protection Plan (2018)
- Analysis of water need for buildout (2017)
- Summit County Multihazard Mitigation Plan (2013)





[This page is intentionally left blank.]

CHAPTER 4 GROWTH FRAMEWORK



FACTORS INFLUENCING GROWTH

Frisco’s current population is 3,123 (2017). Since 2010, Frisco’s population has grown by 16%, or 2.3% annually. Meanwhile, the population of Summit County has grown by 9.2%, or 1.3% annually (U.S. Census Bureau, American Community Survey 2013-2017). Although the Colorado State Demography Office does not produce population forecasts for municipalities, estimates prepared as part of the Community Plan update forecast that Frisco will reach a population of between 4,110 and 5,269 by 2040. Several factors will influence the Town’s ability to accommodate future growth, while ensuring that the quality of life residents enjoy today can be maintained for future generations.

- **Land Constraints.** Frisco has very limited vacant land left for future development. However, much of the land within the Town limits is zoned for greater densities than what is on the ground today—meaning that infill and redevelopment will continue to occur as demand for new housing and services increases over time.
- **Environmental Values and Constraints.** Frisco’s natural environment and scenic quality are defining characteristics of the community that should be protected. These characteristics also mean that in some areas of the community a number of natural hazards exist—steep slopes, flood hazard areas, and wildfire risk—that must be taken into account and mitigated as the Town plans for the future.
- **Tourism Economy.** Frisco’s role as the regional service hub for the Summit County community and points beyond, as well as its proximity to the Denver metropolitan area and numerous ski areas mean that the community experiences significant pressure during the year. While tourism benefits the Town’s economy in many ways, it also presents challenges for year-round residents and the business community. Rising housing costs and a high percentage of homes being used as short-term rentals are making it increasingly challenging for full-time residents to live and work in Frisco, jeopardizing the overall character.

While all of these factors ensure that Frisco will continue to thrive in the future, they also mean that the community must be proactive in planning for future growth and development to ensure it is consistent with the community’s values, and is supported by existing/planned infrastructure.



Step-up Main Street

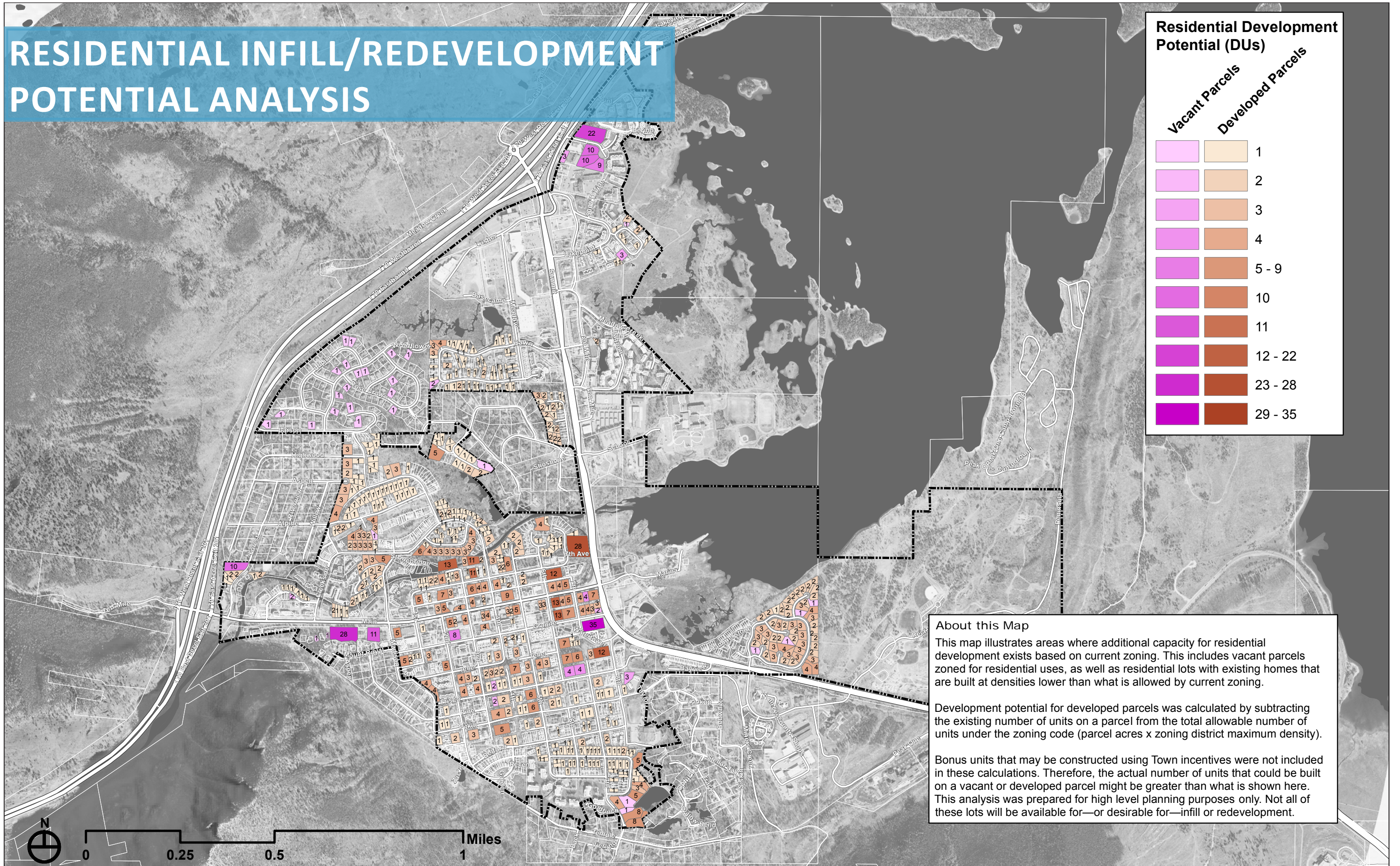
RESIDENTIAL INFILL/ REDEVELOPMENT POTENTIAL

Frisco has a limited amount of vacant land available with potential for residential development. Approximately 200+/- new dwelling units could be accommodated on the vacant sites that remain, based on current zoning. As a result, most future residential development in Frisco will occur through infill and redevelopment. The Residential Infill/Redevelopment Potential map (see page 54) illustrates where the potential for additional residential development exists. Approximately 323 residential lots are built at densities lower than what is allowed by current zoning. Taking into account both vacant residential lots and those that are zoned for higher density uses than exist today, the Town has the potential for more than 1,000 new dwelling units, if all lots were built at the maximum density allowed (and more if available density bonuses are utilized). However, not all of these lots will be available for—or desirable for—infill or redevelopment. Based on population growth scenarios, Frisco is expected to add between 987 and 2146 new residents by 2040. In order to accommodate these new residents, opportunities for mixed-use development in the Central Core and along Summit Boulevard will need to be accommodated.



Neighborhood infill development

RESIDENTIAL INFILL/REDEVELOPMENT POTENTIAL ANALYSIS



About this Map

This map illustrates areas where additional capacity for residential development exists based on current zoning. This includes vacant parcels zoned for residential uses, as well as residential lots with existing homes that are built at densities lower than what is allowed by current zoning.

Development potential for developed parcels was calculated by subtracting the existing number of units on a parcel from the total allowable number of units under the zoning code (parcel acres x zoning district maximum density).

Bonus units that may be constructed using Town incentives were not included in these calculations. Therefore, the actual number of units that could be built on a vacant or developed parcel might be greater than what is shown here. This analysis was prepared for high level planning purposes only. Not all of these lots will be available for—or desirable for—infill or redevelopment.

FUTURE LAND USE PLAN

The Future Land Use Plan serves as a tool to guide future development within Town limits. It establishes a shared vision about how and where the Town will grow over the next 10 to 20 years, conveying the different types of places and land uses that are envisioned in different parts of Frisco. This tool will help Town staff, elected and appointed officials, property owners, residents and others plan for, anticipate, evaluate, and make consistent decisions regarding the location, intensity, type and design of development in Frisco.

The Future Land Use Plan is comprised of the Future Land Use map and the accompanying land use categories. Descriptions for each land use category describe the types of primary and secondary uses envisioned in each area, and the defining characteristics of the area. In some locations, the types of primary and secondary land uses described “match” what’s on the ground today. In other locations, the Future Land Use map conveys a long-term vision for the area that varies from the existing land use pattern. This is particularly applicable for key gateways into Frisco—along West Main and Summit Boulevard. As with other aspects of the Community Plan, the full implementation or “buildout” of this vision will occur incrementally over time. Illustrative concepts and area-specific policies are provided beginning on page 64, to help guide future public and private investment in these areas.

How to Use the Future Land Use Plan

The Future Land Use Plan should be used by Town staff, decision-makers, property and business owners, and the community at large to inform decisions regarding future development in Frisco. This includes evaluating development applications in conjunction with the Town’s zoning and building code and other land-use related decisions, such as potential rezoning requests, or potential changes to existing zoning to help implement the goals and policies in this Plan. This Future Land Use Plan should also be used to help guide future planning for, and investments in, public facilities and infrastructure.

The Future Land Use Plan is supported by, and is intended to work in conjunction with, the guiding principles, goals, and policies in Chapter 3: Policy Framework.

[This page is intentionally left blank.]



Peak One Neighborhood near Meridian Park

FUTURE LAND USE MAP

FUTURE LAND USE DESIGNATIONS

Neighborhoods

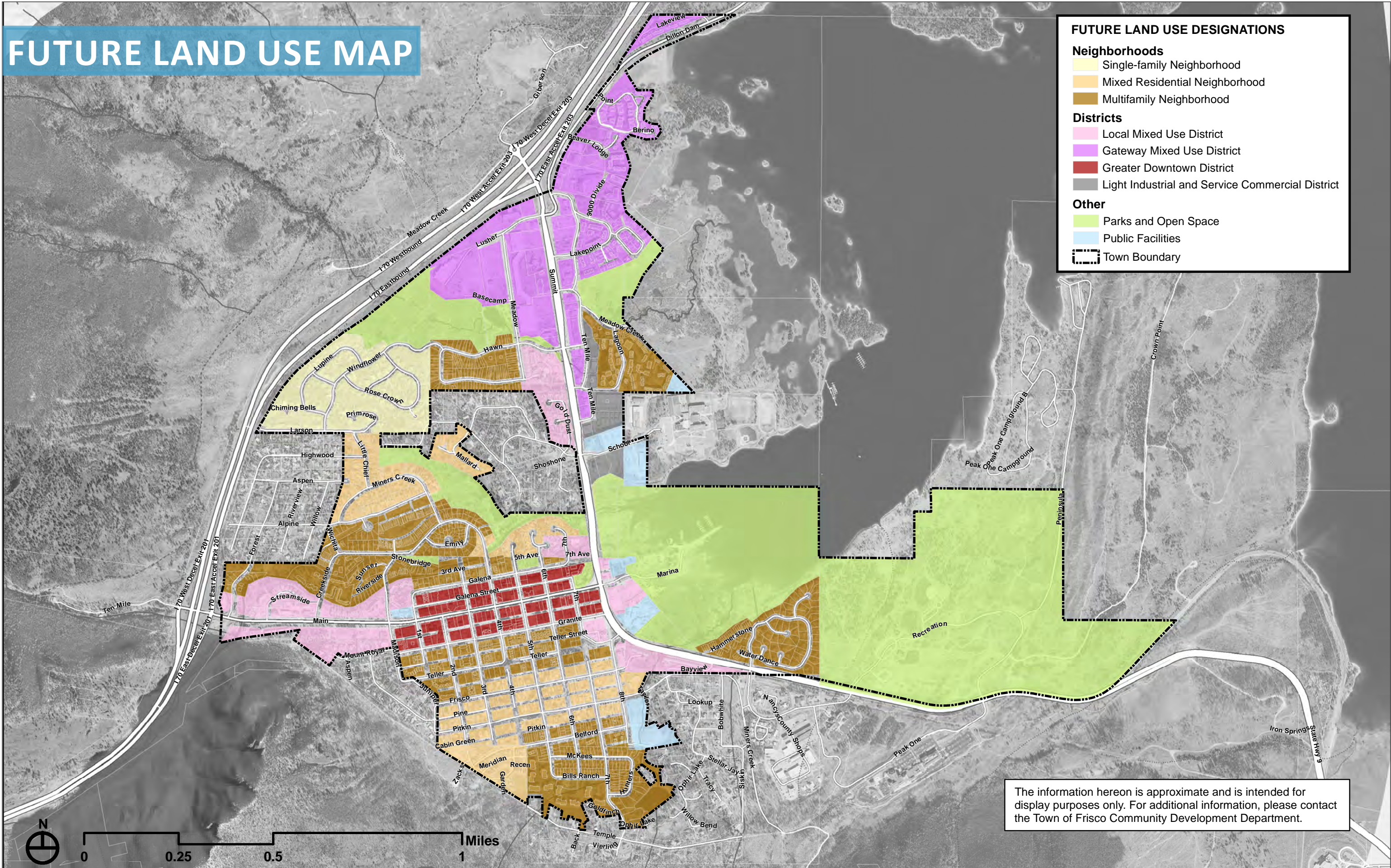
- Single-family Neighborhood
- Mixed Residential Neighborhood
- Multifamily Neighborhood

Districts

- Local Mixed Use District
- Gateway Mixed Use District
- Greater Downtown District
- Light Industrial and Service Commercial District

Other

- Parks and Open Space
- Public Facilities
- Town Boundary



The information hereon is approximate and is intended for display purposes only. For additional information, please contact the Town of Frisco Community Development Department.

Future Land Use Categories

SINGLE-FAMILY NEIGHBORHOODS



Primary Uses:
Single-household detached dwellings

Secondary Uses:
Accessory dwelling units

- Key Characteristics:**
- Promotes single-household detached dwellings on individual lots which help preserve large areas of open space throughout the neighborhood.
 - Minimizes development impacts on environmentally sensitive lands.

MIXED RESIDENTIAL NEIGHBORHOODS



Primary Uses:
Single-household detached dwellings, cabin housing, townhomes, and duplexes.

Secondary Uses:
Accessory dwelling units, parks, greenways, and common open space areas

- Key Characteristics:**
- Provides a mix of housing options and range of lot sizes.
 - Encourages preservation of open space, scenic views, and other natural amenities through the design and general layout of the neighborhood.

MULTIFAMILY NEIGHBORHOODS



Primary Uses:
Multi-unit dwellings

Secondary Uses:
Townhomes and duplexes, parks, greenways, and common open space areas

- Key Characteristics:**
- Provides a mix of housing options and costs.
 - Promotes higher density residential uses near commercial activities.

LOCAL MIXED USE DISTRICT



Primary Uses:
A mix of small retailers, restaurants, offices, and other neighborhood services.

Secondary Uses:
Multi-unit dwellings, townhomes and duplexes, civic and institutional uses, parks and other outdoor gathering spaces.

- Key Characteristics:**
- Integrates a broad mix of uses and serves as a transition between the Greater Downtown district and surrounding residential neighborhoods.
 - Promotes a more human-scale development and pedestrian-friendly environment that encourages pedestrian and bicycle circulation.

GATEWAY MIXED USE DISTRICT



Primary Uses:
A mix of large format retail, restaurants, lodging, offices, recreation and entertainment, and other uses that attract visitors from around the region.

Secondary Uses:
Multi-unit dwellings, civic and institutional uses, parks and other public gathering spaces.

Key Characteristics:

- Promotes the development of regionally serving shopping areas that accommodate a broader mix of uses.
- Within close proximity to and have high visibility from Summit Boulevard and I-70.
- Provides connections to mass transit and other multi-modal transportation systems.

GREATER DOWNTOWN DISTRICT



Primary Uses:
A mix of retail, restaurants, offices, and community and cultural facilities.

Secondary Uses:
Residential, civic and institutional uses, parks and other outdoor gathering spaces.

Key Characteristics:

- Promotes the development of Frisco’s Main Street commercial district for retail, restaurant, service, housing and other contributing uses that support the vitality of downtown.
- Intends to enhance the visual character, scale and vitality of the central core of town.
- Serves as Frisco’s primary public gathering area.

LIGHT INDUSTRIAL AND SERVICE COMMERCIAL DISTRICT



Primary Uses:
Light industrial uses such as manufacturing and warehousing, storage, research facilities, and auto-related services.

Secondary Uses:
Other complementary industrial-related services and uses.

Key Characteristics:

- Promotes the development of professional trade, industrial, general services, storage, and contractor services in town.
- Allows for other associated uses that are complementary to contractor trades and light manufacturing.

PARKS AND OPEN SPACE



Uses:
Parks, open space, greenways, recreation, and conservation areas.

Key Characteristics:

- Encourages the preservation of natural lands for public or private use, and allows for a variety of active and passive recreational activities.
- Includes developed public recreational amenities and facilities.

PUBLIC FACILITIES



Uses:
Schools, emergency services, and essential public facilities such as substations and wastewater facilities.

Key Characteristic:
Supports governmental or non-profit facilities, utility services, and other uses that serve a public function.

AREA SPECIFIC POLICIES/DESIGN PRINCIPLES

This section provides additional policies and design concepts to help guide future investment and change in the West Main Gateway, along the Summit Boulevard Corridor, and in established neighborhoods where infill and redevelopment are more likely to occur. Design concepts are preliminary in nature—more detailed planning will be needed to determine the feasibility and costs associated with different concepts, and to explore the potential for partnerships between the Town and property/business owners, and other stakeholders.

West Main Gateway – Activating Tenmile Creek

The West Main gateway into Frisco currently lacks a sense of arrival or destination, and there is a desire to create a better connection between the downtown core of East Main Street and West Main Street. The concept diagrams below illustrate the possibility of putting an active use (new building) on part of the existing Town parking lot that includes a plaza that connects down to Tenmile Creek. Beyond the West Main Gateway, the design principles outlined below are intended to guide public and private investments along both sides of West Main Street.

Design Principles

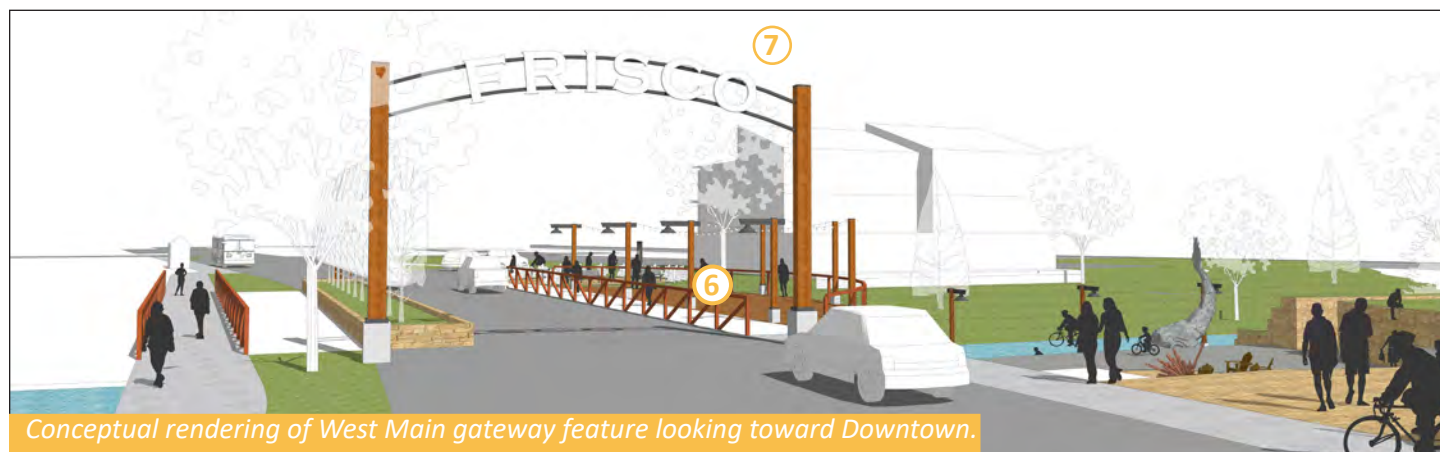
- 1 Building and Site Design.** Orient buildings, windows, balconies, and outdoor seating areas to maximize views of Tenmile Creek, the Tenmile Range, Mt. Royal, as well as solar access. Building forms and materials should complement established uses along the Main Street corridor.
- 2 Activity-generating uses.** Active uses, such as a food hall, brewery or restaurant, are preferred on the ground floor of any new use in this location to help anchor the West Main Gateway, attract pedestrians and bicyclists from nearby trails, and encourage additional activity along West Main Street between the Central Core District and Tenmile Creek.
- 3 Tenmile Creek Access.** A publicly accessible plaza, or similar feature should be incorporated along the edge of Tenmile Creek to allow people to interact with the water and watch kayakers. Provide public restrooms and interpretive signage to educate visitors on the history and ecology of the area.
- 4 Pedestrian and Bicycle Connectivity.** Direct trail connections should be provided to the site from the existing pedestrian/bike bridge over the creek to the plaza, and from the parking lot across the inlet.
- 5 Parking Design and Orientation.** Existing surface parking should be expanded to accommodate spaces dedicated to existing trail users, as well as to accommodate enough capacity for new use(s). The orientation of the lot should be shifted north, away from Tenmile Creek, and behind any new building(s).
- 6 Bridge Elements.** Opportunities to incorporate a cantilevered plaza area or viewing platform, and enhanced pedestrian/bicycle connections into the design of the existing bridge should be explored in conjunction with future upgrades. Alternatively, these options could be pursued at such time that the existing bridge is being replaced.
- 7 Branding and Signage.** Distinctive signage and other branding should be used to establish a sense of arrival into Frisco, as well as a transition to the Central Core District.
- 8 Streetscape Improvements.** Improve the visual and functional continuity between East and West Main Street by extending streetscape improvements including on-street parking, pathways, landscaping, and street furnishings from East Main Street throughout the Tenmile Gateway area.



Plan view of potential building, plaza, and bridge at the creek's edge.



Conceptual rendering looking across the creek and bridge at potential development.



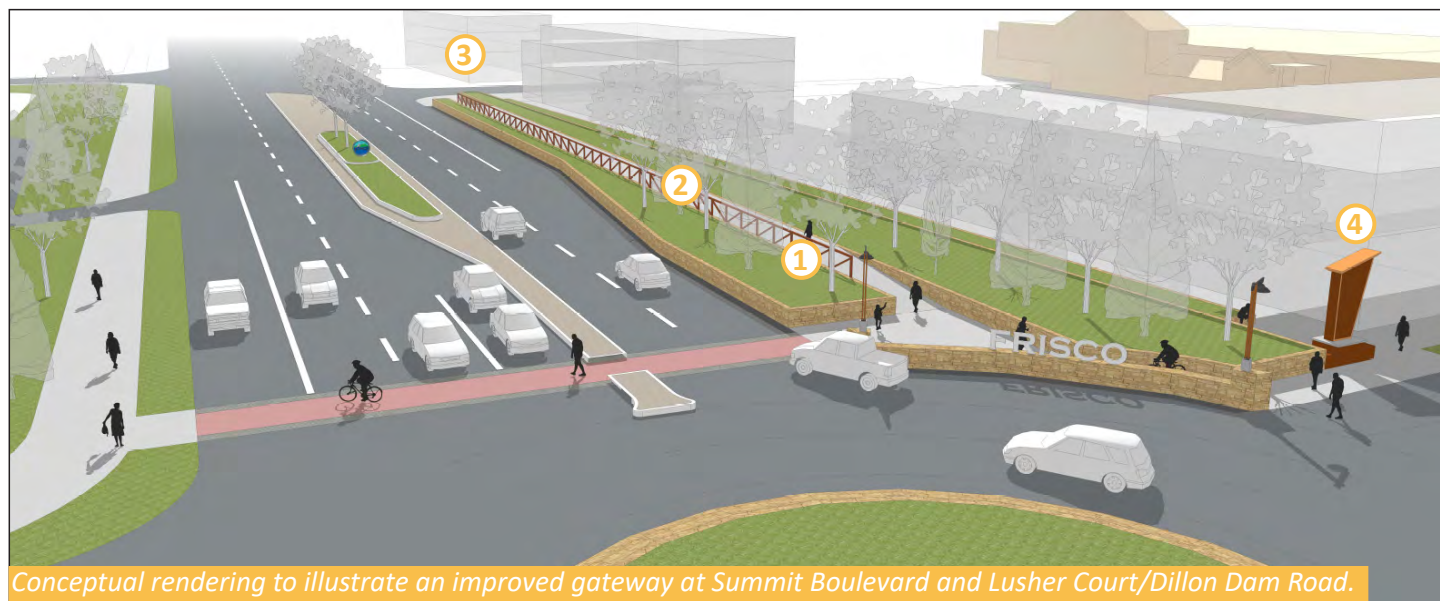
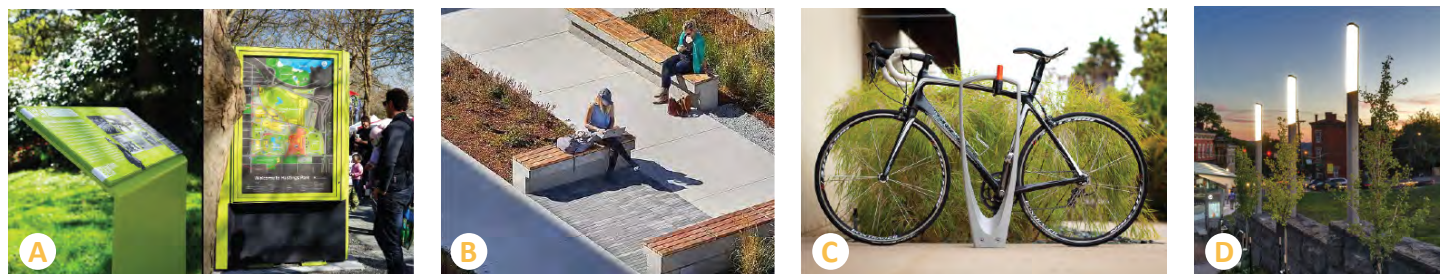
Conceptual rendering of West Main gateway feature looking toward Downtown.

Summit Boulevard Gateway

Frisco's primary arrival point is via Highway 9 from I-70. This point of entry is a state highway that carries high traffic volumes, and the current design is made for moving cars. There are ways to improve the arrival experience while still efficiently moving cars.

DP Design Principles

- 1 Streetscape character.** Streetscape enhancements such as cohesive signage and landscaping, a "gateway" roundabout, public art, and other urban design elements should be used, as appropriate and feasible, to help create a more inviting character for Summit Boulevard. Enhancements should be designed to reflect Frisco's unique context, climate, and mountain town character.
- 2 Safety considerations.** Multimodal pathway on the west side of Summit Boulevard should be slightly elevated pathway above Summit Boulevard, and incorporate other design elements, such as a decorative wall or fence, to protect pedestrians and bicyclists from fast-moving traffic.
- 3 Infill and redevelopment.** Opportunities to infill existing surface parking or redevelop vacant or underutilized sites should be encouraged to help create an appealing entry experience along Summit Boulevard. Development should promote efficient land use, and maintain visual access to support commercial and economic vitality.
- 4 Nodes of refuge.** Mini-plazas or other "nodes of refuge" should be incorporated along pathways and at important connection points to encourage use of pedestrian and bike paths in this area, and throughout Frisco. Potential amenities could include:
 - A** Wayfinding signage to help visitors and other recreational users orient themselves and plan their route safely
 - B** Benches for resting
 - C** Bike racks
 - D** Pedestrian-Scaled Lighting



Conceptual rendering to illustrate an improved gateway at Summit Boulevard and Lusher Court/Dillon Dam Road.

Summit Boulevard Gateway Revitalization

Frisco's Summit Boulevard Gateway provides core services for locals and visitors. Whole Foods, Safeway, Wal Mart, and Natural Grocers are the area's main anchors and provide an important tax base for the Town. There is a desire to improve this area's visual appeal; create a safer, more attractive pedestrian and bicycle experience; and encourage a broader mix of uses, including higher-density housing.

DP Design Principles

- 1 Infill and redevelopment.** Opportunities to infill existing surface parking or redevelop vacant or underutilized sites should be encouraged to help enhance the Summit Boulevard Frontage, maximize the use of Frisco's limited land area, and create a more inviting gateway into Frisco.
- 2 Mix of uses.** Opportunities for retail and commercial uses should be maintained along the frontage where access and visibility are greatest. Supporting uses, such as high-density residential, hotels, and offices should be incorporated above or behind retail or commercial uses.
- 3 Meadow Drive frontage.** Double-sided retail, or other active uses should be incorporated to activate the east side of Meadow Drive in Frisco Station in combination with new development on the west side.
- 4 North-south alternate routes.** Pedestrian and bicycle improvements should be provided to create safer north-south alternate routes along Meadow and North Ten Mile Drive.
- 5 East-west connections.** Pedestrian and bicycle connections through Frisco Station to the Transit Center should be established in conjunction with future infill/redevelopment or the adaptive reuse of existing uses.



Infill and Redevelopment in Established Neighborhoods

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

RESIDENTIAL LOW DENSITY (RL) ZONING DISTRICT



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



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

RESIDENTIAL HIGH DENSITY (RH) ZONING DISTRICT



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



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

As part of the Community Plan process, many residents expressed concern about the impact of higher density development in established neighborhoods on community character. Many also expressed support for more restrictive design controls in established neighborhoods—such as reduced lot coverages, contextual setbacks, and/or bulk plane requirements—all of which would help mitigate the overall scale and bulk of future infill and redevelopment, while still supporting the expansion of housing options in Frisco.

DP Design Principles

- **Mix of housing types.** Where supported by Future Land Use Categories and underlying zoning, no one housing type should dominate the block. Redevelopment of larger sites should include at least two housing types and a mix of unit sizes.
- **Building bulk/mass/height.** Blocky and blank multi-story building forms devoid of articulation or architectural features should be avoided, especially along adjacent property lines.
- **Transitions.** Where infill or redevelopment is of a different scale or height than surrounding buildings, transitions should be provided to limit impacts on adjacent properties. Transition techniques may include: stepping down building heights and massing along shared property lines to match the height of adjacent buildings; increasing sideyard setbacks to incorporate a landscape buffer; providing variation in the side building wall or roof form; using dormers and sloping roofs to accommodate upper stories; and/or orienting windows, porches, balconies, and other outdoor living spaces away from shared property lines; among others.
- **Incentives.** Smaller unit sizes and housing types (e.g., micro units, accessory dwelling units) that support the expansion of affordable and workforce housing options in Frisco should be incentivized.
- **Open space and common areas.** Shared common areas and private open spaces should be provided for the benefit of residents.

COMPLETE STREETS RECOMMENDATIONS

This section includes recommendations on Complete Street enhancements for different types of rights-of-way in Town. Although many of the streets leading into Frisco’s Central Core have generous gravel shoulders, not all streets are candidates for Complete Street enhancements. Dirt and gravel shoulders should be maintained in some locations to help retain Frisco’s mountain town character and maintain the many other functions they serve for snow storage, residential parking, and informal pedestrian walkways. The diagram below shows existing multimodal facilities and highlights areas where multimodal connectivity can be enhanced or improved using the treatments described in this section. In addition, segments of Avenues without existing sidewalks or diagonal parking are noted.

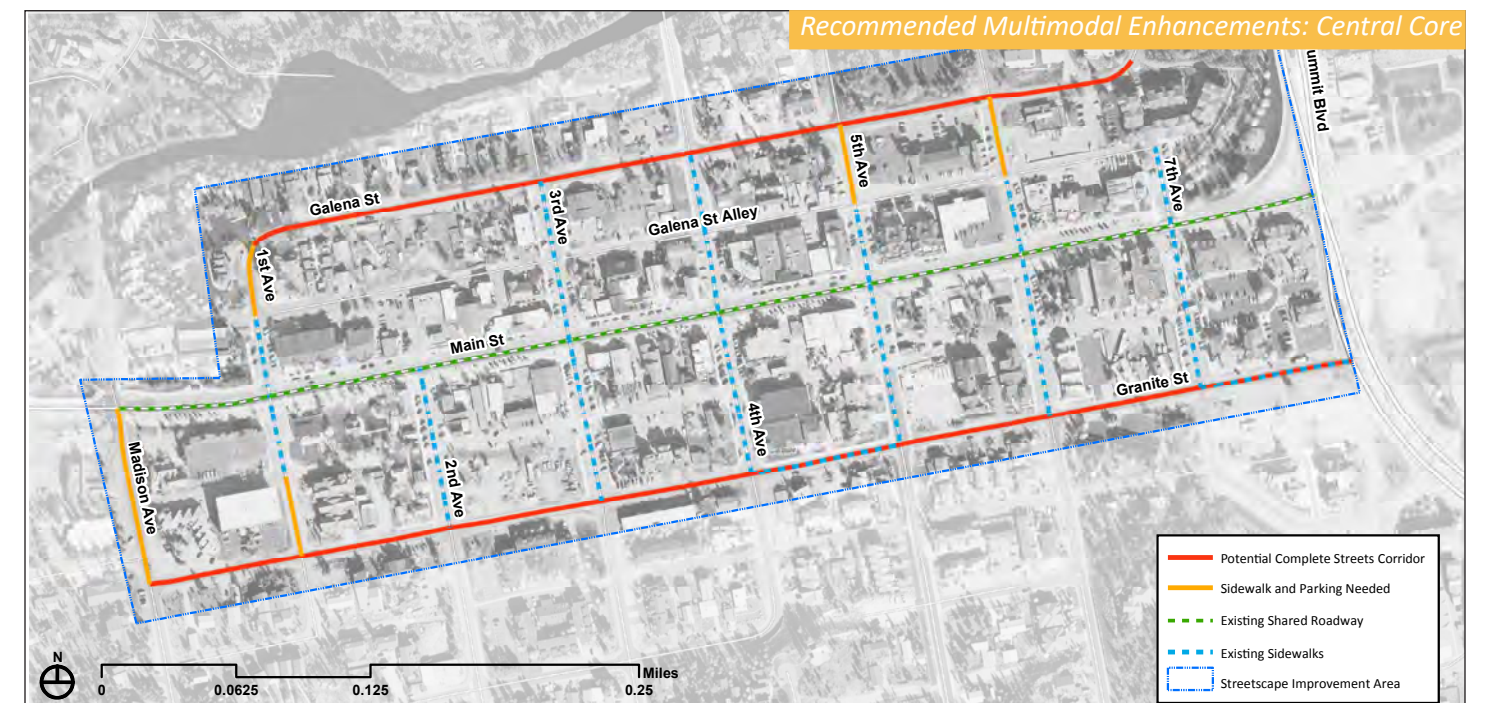
Conceptual Multimodal Enhancements

The cross-sections on the following pages and their key recommendations illustrate how existing rights-of-way on core roadways like Granite Street and Galena Street can be retrofitted into Complete Streets, which create a safer environment for pedestrians and bicycles, while maximizing parking and maintaining vehicle circulation. Prioritizing multimodal enhancements on corridors adjacent to Main Street will help improve circulation in and around the core area of town, while allowing more informal cross-sections to be maintained on other streets in the area.



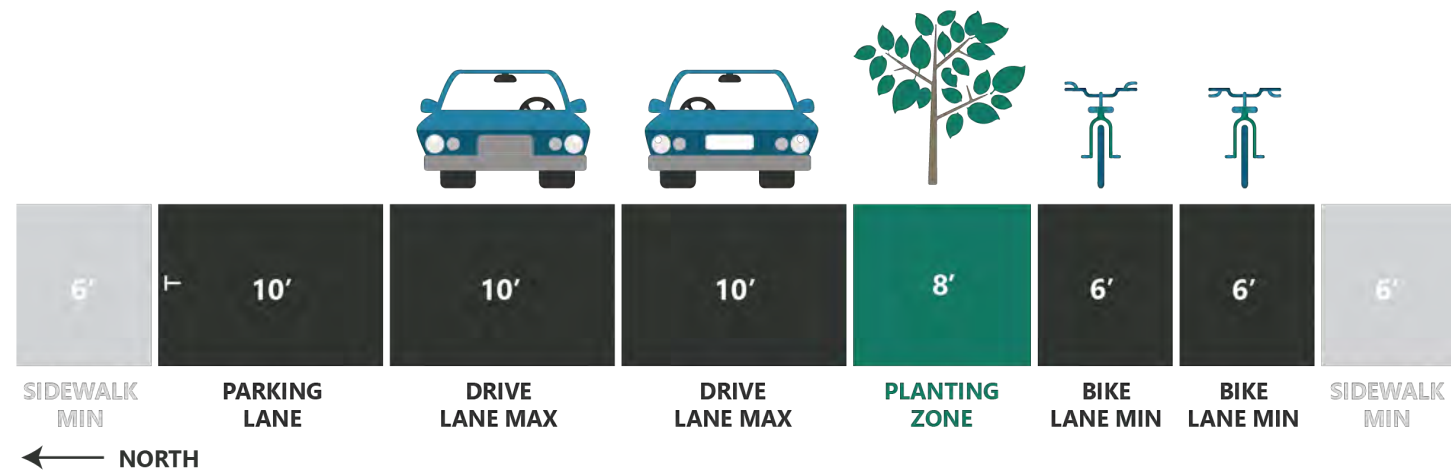
Main Street cyclists

Options to encourage the use of Main Street by bicyclists should be provided, including the designation of bike lanes on Galena Street and Granite Street. Ample bike parking options in addition to bike parking on Main Street should be provided to avoid over parking and bike parking congestion on Main Street sidewalks. Provide bike parking “gateways” or corrals on side streets that are convenient for storing bikes and to encourage greater pedestrian use of downtown sidewalks.



Complete Street Concept 1

Concept 1, a potential design for the **western portion of Granite Street**, could be implemented on roadways where at least 60 feet of the existing right-of-way can be utilized.

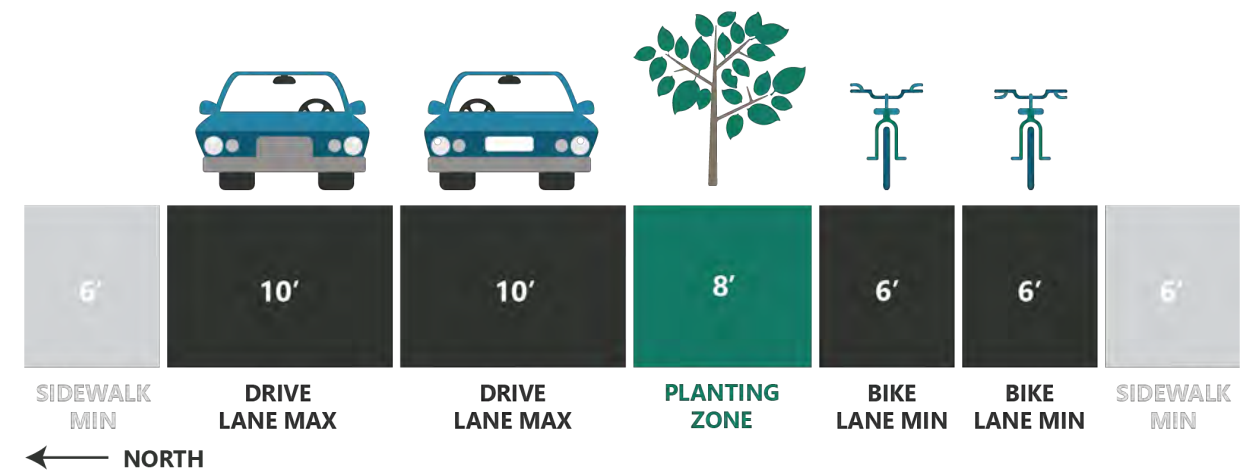


CS Complete Streets Key Recommendations

- **Travel lanes striped no more than 10 feet wide to help ensure vehicles travel at safe speeds.** Wider travel lanes can encourage faster driving since drivers may view the road as being more open.
- **Two-way protected bicycle lane to enhance bicyclist safety and promote bicycle travel on the corridor.** The lanes would be separated from vehicle traffic by an eight-foot-wide planting zone, which would enhance the public realm while creating delineation between the bicycle and vehicle facilities.
- **10-foot-wide parallel parking lane on the north side of the street.** While 10 feet is wider than needed for most vehicles, the surplus room allows driver-side doors to be open with ample clearance for cyclists to pass by without conflicts should there be cyclists traveling on the drive lane instead of in the separated bike lanes.
- **6-foot-wide attached curb-to-gutter sidewalk on both sides of the street to provide a high-quality and safe pedestrian experience.**

Complete Street Concept 2

Concept 2, a potential design for the **eastern portion of Granite Street**, is envisioned for a narrower section of the right-of-way at just over 50 feet. This concept could be implemented where existing sidewalks and structures in the public right-of-way create a more constrained environment for implementing multimodal treatments.

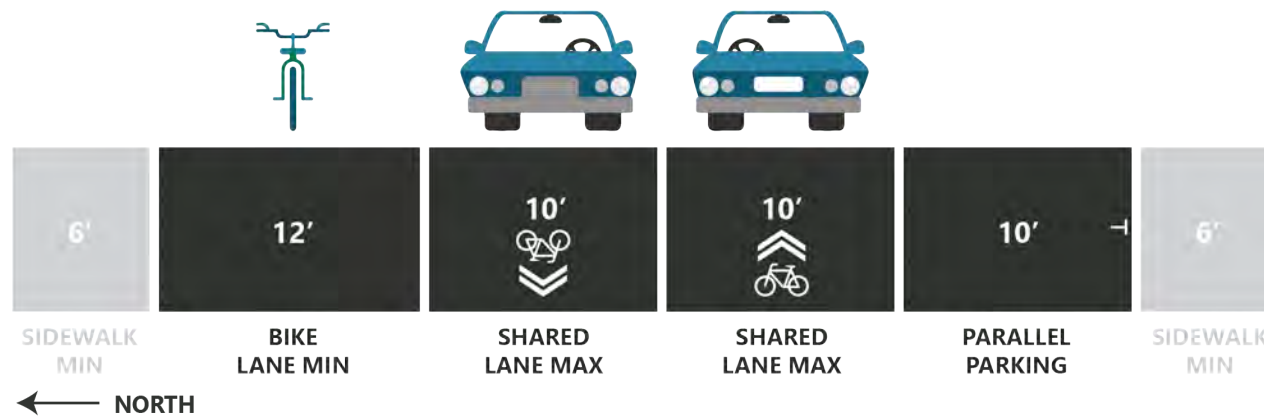


CS Complete Streets Key Recommendations

- **Prioritize a protected bicycle facility over adding parallel parking where constrained right-of-way exists.** This would help provide more continuous bikeways throughout the Town Core.
- **6-foot-wide attached curb-to-gutter sidewalk on both sides of the street on blocks that have no sidewalk infrastructure.** Any existing sidewalks, like on the north side of Granite between 4th Avenue and 5th Avenue, can be incorporated into the street re-design.

Shared Street Concept

This shared street concept is based on **Galena Street**. A cross section of 42 feet is envisioned for roadways with lower traffic volumes.



Note: A separated bike path may be warranted as conditions change and traffic volumes increase.

CS Complete Streets Key Recommendations

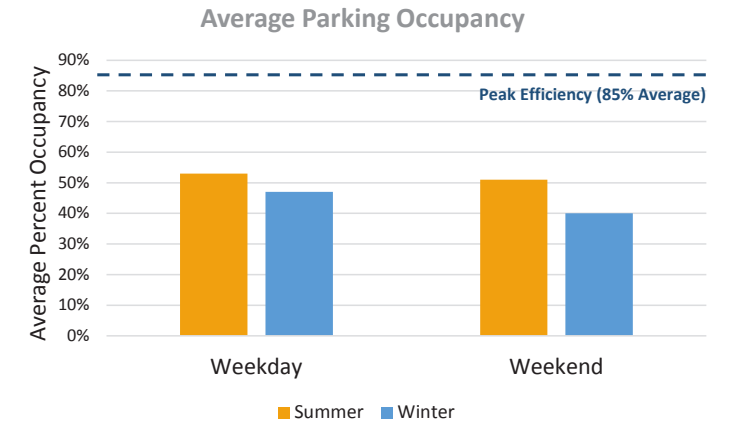
- **10-foot drive lanes that are striped with sharrows.** On these roadways bicyclists and vehicles can share the travel lane.
- **10-foot-wide parallel parking lane to provide sufficient room for vehicles to open doors without creating any conflicts with the travel lane.**
- **6-foot-wide attached curb-to-gutter sidewalk on both sides of the street to provide a high-quality and safe pedestrian experience.**

FRISCO PARKING ANALYSIS

The following analysis summarized the data observed from parking on-street occupancy counts conducted throughout downtown in 2018. These parking counts included weekday and weekend counts during both the summer (12 hours) and winter (10 hours). During the winter count, the duration that vehicles remained parked was also collected.

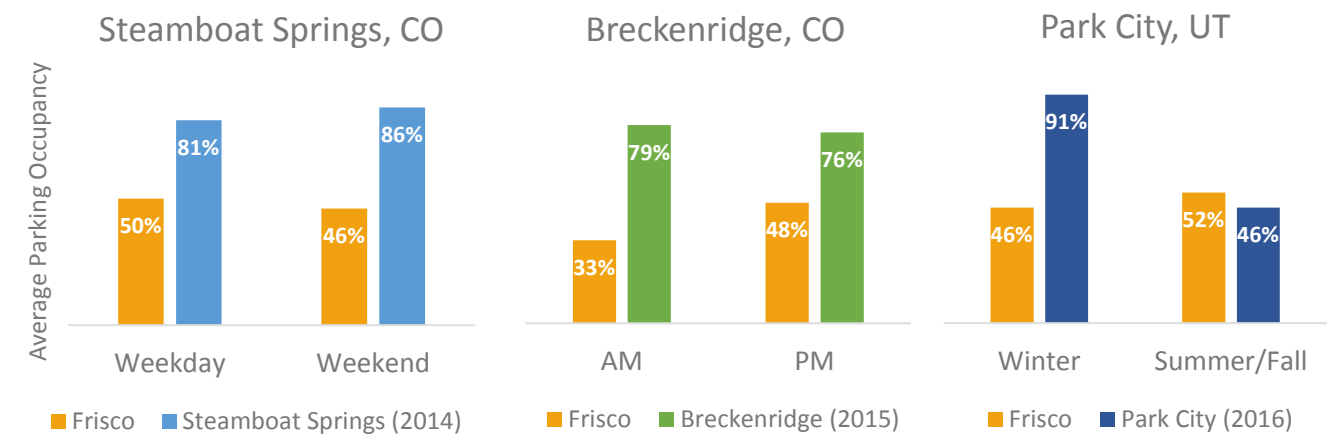
Parking Occupancy

The occupancy review found that occupancy averages well below the peak efficiency level of 85%. This is true for both the summer and winter, week days and weekends. Occupancy rates are slightly higher in the summer than winter, and slightly higher on weekdays versus weekends. The east side of downtown experiences higher occupancy rates on average than the west end. The west end is an underutilized opportunity to better distribute parked vehicles downtown.



Mountain Community Comparison

Frisco has significantly lower parking occupancy rates than many of its mountain peers.



Duration of Parking

Main Street

1 in 5 cars parked on Main Street for more than two hours.



Side Streets

2 in 5 cars parked on the side streets for more than two hours.



PA Parking Analysis Key Recommendations

The parking analysis has demonstrated that downtown Frisco does not have a pressing issue with parking occupancy, but rather the distribution and turnover of parking spots. Therefore, the following key recommendations focus on improving turnover rates of prime parking and better distributing parking pressure.

- **Begin time limit enforcement on Main Street.** Enforcement will create more frequent turnover of the prime Main Street parking spots.
- **Redirect employee parking.** Work with local businesses to guide employees to park in low occupancy areas, reducing parking duration on 6th and 7th Avenues.
- **Advertise Underutilized Parking Areas.** Direct drivers to the public parking lot at South 3rd Avenue and Granite Street and to the west end of downtown.
- **Future Parking Study.** Conduct occupancy and duration study on a yearly basis to track changes in demand.

CHAPTER 5 ACTION PLAN



ABOUT THE ACTION PLAN

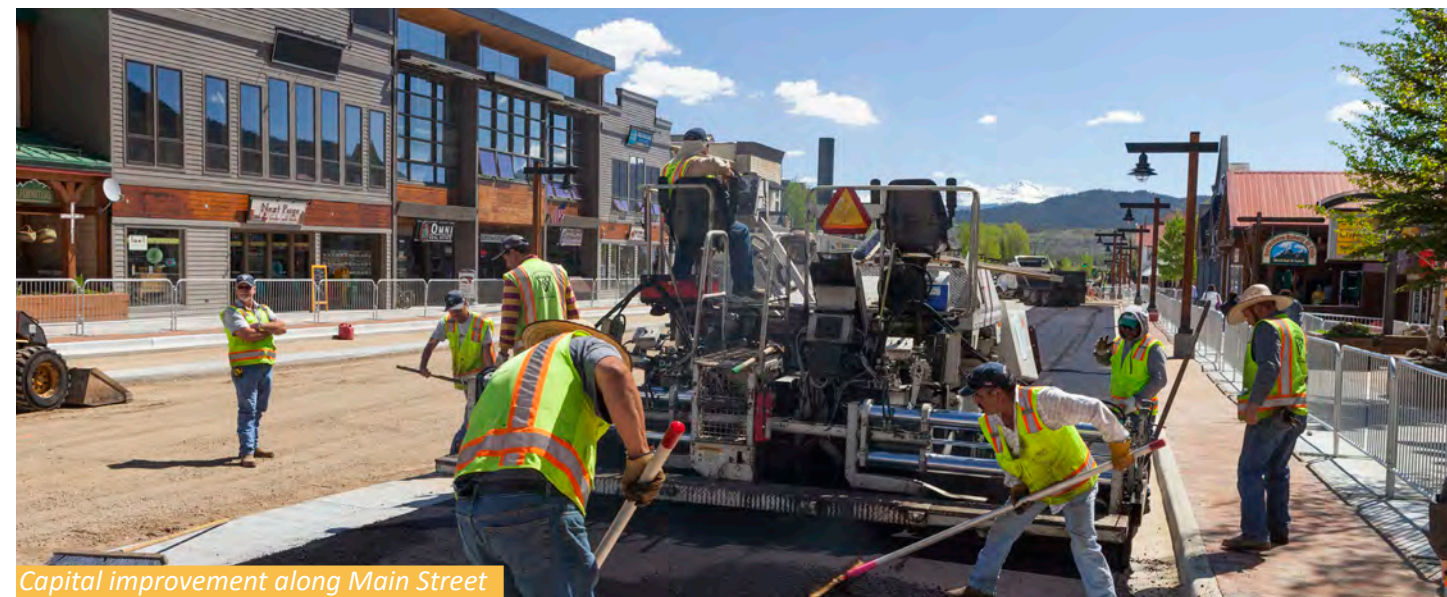
This chapter outlines specific strategies that the Town may pursue – either alone, or in partnership with others - to implement the Community Plan. This chapter should be used as a tool to guide capital investments, work plans, and allocation of staff time and other Town resources. Strategies are organized by the six guiding principles and their respective goals. For each strategy listed, anticipated responsibilities, timing, and resources required are defined. Many of the short-term strategies reflect the actions/goals that have been included in the Town of Frisco Strategic Plan. Short-term strategies should be revisited annually and updated, as needed.

RESPONSIBILITY AND TIMING

For each strategy, the Town department leading the effort and any partners that play a supporting role have been identified. Supporting partners include internal departments of the Town as well as agencies outside the organization, such as CDOT or Summit County. The anticipated timeframes associated with each strategy are as follows:

- **Short-term:** strategies to be initiated within 1-3 years.
- **Long-term:** strategies to be initiated 3+ years.
- **Ongoing:** strategies to be initiated by Town staff as part of a special project or their day-to-day work.

The timing for strategy implementation may shift based on opportunities (e.g., grant funding becomes available) or changes in community priorities.



Capital improvement along Main Street

RESOURCES REQUIRED

The types of resources needed to implement the strategies vary. Different categories of resources are listed to inform future planning and budgeting. The types of required resources include:

- **Staff time.** Many strategies will require Town staff time for completion or ongoing administration. Some build on Town initiatives and efforts currently underway, while others will require staff to allocate time in addition to their current work plans. Where existing hours are not available to allocate toward the implementation of the Community Plan, additional staff may be needed or will require outside support or other specialized services to supplement staff time and expertise. Funding will be needed to hire and pay for such services.
- **Regional Collaboration.** Other strategies will require partnerships with other agencies in the region, such as Summit County or CDOT, to be implemented.
- **General Fund.** General fund expenditures help fund many of the Town’s basic governmental programs and services. It is also used to pay employee salaries, wages, and benefits. Generally, revenue that is not required to be accounted for in another fund contributes to the General Fund.
- **Capital Improvement Fund.** Capital Improvement Fund expenditures account for the purchase or construction of major capital facilities that are not financed by private funds.
- **Summit Combined Housing Authority (SCHA) 5A Fund.** The SCHA 5A fund is used to fund construction of affordable housing units for local workers and families in Summit County.



Inclusive Community

Strategy	Responsibility	Timing	Resource
Goal 1.1: Protect the character and livability of Frisco’s residential neighborhoods.			
Strategy 1.1-a: 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).	Lead: Community Development Partners: Planning Commission	Short-term	Staff Time
Strategy 1.1-b: Review zoning and short term rental regulations on an annual basis to ensure neighborhood compatibility.	Lead: Community Development Partners: Finance Department, Planning Commission	Ongoing	Staff Time
Goal 1.2: Improve the aesthetic appeal and functionality of the Summit Boulevard corridor and the Exit 203 gateway.			
Strategy 1.2-a: Develop streetscape plans for the Summit Boulevard corridor that includes lighting, multimodal enhancements, and wayfinding signage.	Lead: Community Development Partners: Planning Commission, Public Works	Long-term	Staff Time
Strategy 1.2-b: Actively engage CDOT in discussions regarding the community’s vision for Summit Boulevard.	Lead: Community Development Partners: Public Works, CDOT	Ongoing	Staff Time
Strategy 1.2-c: Revise regulations in the Gateway and Commercial Oriented zone districts to allow for increased bulk and massing at an appropriate scale.	Lead: Community Development Partners: Planning Commission, Business Advisory Group	Short-term	Staff Time
Strategy 1.2-d: Evaluate and consider updates to existing development incentives to support Community Plan goals.	Lead: Community Development Partners: Planning Commission, Town Manager’s Office	Short-term	Staff Time
Strategy 1.2-e: Amend the Gateway- and Commercial-Oriented zone district development standards to allow for workforce housing, while maintaining high-visibility frontages for commercial uses.	Lead: Community Development Partners: Planning Commission, Town Council	Short-term	Staff Time
Goal 1.3: Preserve and enhance the Town’s historic resources.			
Strategy 1.3-a: Prepare a comprehensive inventory of historic resources.	Lead: Community Development	Ongoing	Staff Time
Strategy 1.3-b: Revise land use regulations to strengthen protection of historical structures, including required preservation as well as incentives.	Lead: Community Development Partners: Planning Commission	Short-term	Staff Time
Goal 1.4: Reinforce Main Street as the heart of the community, from the lake to the mountains.			
Strategy 1.4-a: Explore a public/private partnership to develop a new building and public plaza along Tenmile Creek at West Main Street.	Lead: Community Development Partners: Private Developers, CDOT	Long-term	Staff Time, Capital Improvement Fund

Strategy	Responsibility	Timing	Resource
Strategy 1.4-b: Develop and implement streetscape plans (e.g., lighting, multimodal enhancements, bridge enhancements, signage) for West Main Street.	Lead: Community Development Partners: Public Works	Short-term	Staff Time, Capital Improvement Fund
Strategy 1.4-c: Develop a Main Street Master Plan to guide development and plan for enhancement of this corridor.	Lead: Community Development Partners: Planning Commission, Public Works	Short-term	Staff Time
Strategy 1.4-d: Review allowable uses for the ground floor levels along Main Street to ensure an appropriate mix of uses within the town core.	Lead: Community Development Partners: Public Works, Planning Commission, Town Council	Short-term	Staff Time
Goal 1.5: Promote a balanced community through support for diverse and equitable housing options.			
Strategy 1.5-a: 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).	Lead: Community Development Partners: Town Council, Town Manager’s Office	Short-term	Staff Time
Strategy 1.5-b: 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.	Lead: Community Development Partners: Planning Commission	Short-term	Staff Time
Strategy 1.5-c: Pursue zoning modifications to integrate workforce housing into commercial areas.	Lead: Community Development Partners: Planning Commission	Short-term	Staff Time
Strategy 1.5-d: Consider the adoption of workforce housing requirements for new developments.	Lead: Community Development Partners: Town Council, Planning Commission, Town Manager’s Office	Short-term	Staff Time
Strategy 1.5-e: Capitalize on retaining existing housing for locals through a buy-down program as an alternative to new construction.	Lead: Community Development Partners: Town Council	Short-term	Staff Time, SCHA 5A Fund
Strategy 1.5-f: 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.	Lead: Community Development Partners: Town Council	Short-term	Staff Time, SCHA 5A Fund



Thriving Economy

Strategy	Responsibility	Timing	Resource
Goal 2.1: Maintain a diverse and strong economy.			
Strategy 2.1-a: Review and update land use maps on a regular basis in order to maintain an economically sustainable balance of land uses.	Lead: Community Development	Ongoing	Staff Time
Goal 2.2: Strengthen Frisco’s role as the year-round-local commercial and service hub for the region.			
Strategy 2.2-a: Evaluate land uses to encourage a diversity of business to broaden Frisco’s economic base. Review procedures for sign permits, business licenses, and minor remodels to create efficient processes for businesses. Work to develop adequate technology infrastructure to serve the community.	Lead: Community Development	Ongoing	Staff Time



Quality Core Services

Strategy	Responsibility	Timing	Resource
Goal 3.1: Provide high quality public infrastructure and services to meet current needs and accommodate growth.			
Strategy 3.1-a: Develop a comprehensive storm water management and facilities plan in order to improve and maintain consistent standards throughout Town.	Lead: Public Works Partners: Community Development	Long-term	Staff Time
Goal 3.2: Promote open communication, responsive governmental actions, and regional collaboration.			
Strategy 3.2-a: Explore new avenues for effective public participation and education such as social media dedicated to local government issues and other innovative outreach methods.	Lead: Marketing and Events Partners: Community Development	Ongoing	Staff Time



Mobility

Strategy	Responsibility	Timing	Resource
Goal 4.1: Provide a safe and efficient multimodal transportation system.			
Strategy 4.1-a: 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.	Lead: Public Works Partners: Community Development	Long-term	Staff Time
Strategy 4.1-b: Explore Frisco Flyer-type shuttle for around town movement.	Lead: Public Works Partners: Community Development	Long-term	Staff Time, General fund
Strategy 4.1-c: In collaboration with CDOT, develop a plan for improved crossings of SH 9 at the Marina, School Road, and Lusher Court. Explore a range of possible solutions, including the concept of an overpass in the vicinity of Tenmile Creek.	Lead: Public Works Partners: CDOT	Long-term	Staff Time, Capital Improvement Fund
Strategy 4.1-d: Begin enforcement of established time limits for on street parking and consider expanding time limits in areas adjacent to a Summit Stage stop.	Lead: Police	Ongoing	Staff Time
Strategy 4.1-e: Improve wayfinding signage to direct drivers to public lots and offer alternative options for all day parking for skiers and workers.	Lead: Public Works Partners: Community Development	Short-term	Staff Time, General Fund
Strategy 4.1-f: Launch a public information campaign to help Main Street businesses guide employees to use low-occupancy parking areas.	Lead: Marketing and Events Partners: Community Development	Short-term	Staff Time, General Fund
Strategy 4.1-g: Complete the installation of diagonal parking and curb, gutter, sidewalk on the numbered avenues between Main Street and Granite/Galena.	Lead: Public Works Partners: Community Development	Short-term	Capital Improvement Fund
Goal 4.2: Promote walking, bicycling, and other alternative modes of travel.			
Strategy 4.2-a: Develop and implement ‘complete street’ plans for Granite and Galena.	Lead: Public Works Partners: Community Development	Short-term	Staff Time
Strategy 4.2-b: Revise development regulations to require private developments build sidewalk and multi-modal path connections in accordance with Town plans.	Lead: Community Development Partners: Public Works	Short-term	Staff Time
Strategy 4.2-c: Implement the 2017 Frisco Trails Master Plan.	Lead: Public Works	Ongoing	Capital Improvement Fund
Strategy 4.2-d: Continue to maintain the Town’s paved recreational pathway system.	Lead: Public Works	Ongoing	Capital Improvement Fund
Goal 4.3: Continue to expand regional transportation options for Frisco residents and visitors.			
Strategy 4.3-a: Develop and adopt a 1041 plan to improve and protect the Summit Boulevard corridor.	Lead: Public Works Partners: Community Development	Short-term	Staff Time



Vibrant Recreation

Strategy	Responsibility	Timing	Resource
Goal 5.1: Provide high quality, year-round recreational amenities that appeal to both residents and visitors.			
Strategy 5.1-a: Periodically review existing facilities to assess community needs and identify opportunities for improvements.	Lead: Public Works Partners: Town Manager’s Office	Ongoing	Staff Time
Strategy 5.1-b: Develop master plans for park facilities to guide improvements and reinvestment.	Lead: Recreation and Culture, Community Development Partners: Public Works	Ongoing	Staff Time
Strategy 5.1-c: Evaluate current and future uses for the Peninsula Recreation Area to ensure compatibility with community vision and values.	Lead: Recreation and Culture, Community Development Partners: Public Works	Short-term	Staff Time
Strategy 5.1-d: Prioritize the implementation of the Marina Master Plan.	Lead: Recreation and Culture Partners: Public Works	Short-term	Marina Enterprise Fund, Capital Improvement Fund
Strategy 5.1-e: Evaluate community needs for gathering spaces and ensure that they are incorporated as part of future parks improvements.	Lead: Recreation and Culture, Community Development Partners: Public Works	Ongoing	Staff Time, General Fund
Strategy 5.1-f: Coordinate with Summit County, US Forest Service (USFS), and Denver Water to maintain and improve local and regional trail network.	Lead: Recreation and Culture Partners: Community Development, Summit County, USFS	Ongoing	Capital Improvement Fund, Regional Coordination
Strategy 5.1-g: Develop design standards for wayfinding and identification of parks, trails, open space, and public facilities.	Lead: Recreation and Culture Partners: Community Development, Public Works	Short-term	Staff Time
Goal 5.3: Create more opportunities, and improve the quality of our interaction with the natural environment.			
Strategy 5.3-a: Leverage trail and open space expansion opportunities by collaborating with Summit County Government and neighboring land agencies.	Lead: Recreation and Culture Partners: Community Development, Summit County	Ongoing	Capital Improvement Fund, Outside support



Sustainable Environment

Strategy	Responsibility	Timing	Resource
Goal 6.1: 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.			
Strategy 6.1-a: Continue to participate in regional efforts to support energy efficiency and sustainability.	Lead: Town Manager’s Office Partners: Summit County	Ongoing	Regional Coordination
Strategy 6.1-b: Develop a program to reduce the use of single-use plastics including single-use bags and bottles	Lead: Town Manager’s Office	Long-term	Staff Time, General Fund
Strategy 6.1-c: Continue to update regulations to ensure access to new, sustainable building and development technologies.	Lead: Community Development Partners: Public Works	Ongoing	Staff Time, General Fund
Goal 6.2: Protect the quality and health of the natural environment in Frisco and the surrounding area.			
Strategy 6.2-a: Implement the Climate Action Plan.	Lead: Public Works	Ongoing	General Fund, Capital Improvement Fund
Strategy 6.2-b: Implement the Water Efficiency Plan.	Lead: Public Works	Ongoing	General Fund, Capital Improvement Fund
Strategy 6.2-c: Review development regulations to ensure high water quality standards both during and after construction.	Lead: Community Development Partners: Public Works	Short-term	Staff Time
Strategy 6.2-d: Prioritize implementation of multi-modal trail improvements in accordance with the Trails Master Plan over expansion of automobile infrastructure.	Lead: Public Works Partners: Community Development	Ongoing	Capital Improvement Fund
Goal 6.3: Minimize risks to property, infrastructure, and lives from natural hazards and disasters.			
Strategy 6.3-a: Regularly review regulations to ensure compliance with the latest hazard resiliency practices and standards.	Lead: Community Development Partners: Public Works	Ongoing	Staff Time

PLAN AMENDMENTS

The Town Charter requires that the Community Plan be updated every five years. However, interim updates may be necessary. This section outlines the types of changes to the Community Plan that may arise and a process for evaluating potential changes.

Minor Amendments

Minor amendments may be completed on an as-needed basis, but typically not more than once a year. Minor updates may include:

- Updates to inventory maps to incorporate new or updated data, or changes to the Town boundary.
- Correction of typographical errors and/or omissions.
- Revisions to lists of related plans and studies to reflect the adoption of new plans or updates to existing plans and studies.
- Technical updates to the Community Profile.
- Future Land Use Plan map amendments related to an annexation or rezoning application.

Minor amendments are subject to review and approval through a resolution from the Planning Commission.

Major Update (Every Five Years)

Major updates include a comprehensive review of, and updates to, the Community Plan in conjunction with a community engagement process that allows for multiple opportunities for input. Major updates may include:

- Review of and updates to vision and values.
- Updates to goals and policies to support the vision and values.
- Comprehensive review and update of the strategies.
- Updates to the Future Land Use Plan.
- Other updates as necessary and/or directed by the Planning Commission and Town Council.

Major updates are subject to review by the Planning Commission. The Planning Commission must determine if the proposed changes are in the best interests of the Town and hold a public hearing regarding the amendment. An amendment to the plan may only be approved through a resolution from the Planning Commission, and a corresponding resolution by the Town Council.

Future Land Use Plan Amendments

The Future Land Use Plan map is not intended to be a zoning map. It is intended to provide policy direction and definition for future land uses in the Town of Frisco. A Future Land Use Plan map amendment may be evaluated at any time by the Planning Commission if it is related to a proposed change in zoning or annexation and meets all of the following criteria:

- The proposed change is consistent with the policies and overall intent of the Community Plan.
- The proposed change would not have significant cross-jurisdictional impacts that may affect residents, properties or facilities outside the Town.
- The proposed change does not materially affect the adequacy or availability of urban facilities and services within the Town of Frisco or the surrounding Three-Mile Area.
- Stand-alone requests to amend the Future Land Use Plan map—i.e., amendments that are not related to a proposed change in zoning or annexation—may only be initiated through the Minor Amendments process or in conjunction with a major update.

Any property owner whose property would be affected by a proposed change in the Future Land Use Plan and/or, contractions or boundary changes should receive timely public notice that such change or changes will be considered.

The logo features three overlapping speech bubbles: a green one on the left containing 'frisco', a blue one on the right containing 'community plan', and an orange one at the top. The background is a faded image of a town street with buildings and mountains.

frisco
community
plan

envision our future

APPENDIX A:

COMMUNITY PROFILE

TOWN OF FRISCO COMMUNITY PROFILE

EXECUTIVE SUMMARY

ABOUT THIS REPORT

This Community Profile presents data relevant to the Town of Frisco's ongoing Community Plan process. The information in this report should inform the goals, actions, and policies of the plan. The data should also serve as a benchmark for Frisco to measure its progress towards goals developed in the Community Plan. The report is organized into the following topic areas:

- Demographics
- Land Use and Development
- Housing
- Economy
- Arts Culture and Historic Preservation
- Community Services and Infrastructure
- Parks and Recreation
- Transportation and Mobility

About the Data

The data in this report is the best available data as of January 2019. U.S. Census Bureau data, the primary data used in this report, was last released in 2017. When available, data was collected for Town of Frisco and surrounding communities, although some data is only available at the county level. Data sources in this report include: U.S. Census Bureau American Community Survey and Decennial Census, Bureau of Labor Statistics, Colorado State Demography Office data and reports, Town of Frisco reports and budgets, Summit County reports and assessor information, and Breckenridge reports and budgets, and Colorado Department of Transportation Traffic Data.

KEY OBSERVATIONS

- Frisco has a fast-growing population. The town's population has grown by 16% in the last seven years, a faster rate than the surrounding area. This growth will require thoughtful planning for where and how to accommodate growth.
- Frisco's new population largely consists of an older demographic. The town has attracted many retirees and middle-aged residents in recent years. Meanwhile, fewer young people are residing in Frisco than in the past. The town should think about how accommodate these new residents while working on strategies to attract more younger residents.
- Frisco's median household income has declined significantly in the past decade. This decline is likely due to a variety of factors (additional retirees, affordable housing development, etc.) and should be monitored closely. This is especially alarming considering the increase in home prices during the same time period.
- Frisco is approaching full build-out. As growth continues, housing new residents will be increasingly difficult.

- Only a third of Frisco's housing units are occupied year-round. Most of the housing units in town are in seasonal use, or vacation homes. On average, these homes have a similar value to those occupied by year-round residents.
- The housing values in Frisco are well above what is considered affordable based on the median income of residents. As a result, a high percentage of Frisco homeowners are cost-burdened. Frisco also has the highest median rent in the area. Frisco has a significant demand for additional units of affordable workforce housing.
- Unemployment is extremely low in Frisco and the surrounding area. Given the tourism economy, many residents are employed in multiple, seasonal, low-paying jobs.
- Based on housing costs, job availability, and other preferences, many Frisco residents work outside the town and much of the town's workforce lives outside Frisco. If it is an important part of the Community Plan vision, the town should work to provide jobs for its residents and affordable housing for its workforce. Working from home is also very popular in Frisco and the town should continue to facilitate remote workers choosing to live in Frisco.
- The town sales tax revenues have grown considerably in recent years with grocery and other retail as a huge component.
- Town services (water, sewer, schools, etc.) meet the needs of the current population but may require expansion with future development and population growth.
- The town's recreational assets are very important to residents, visitors, and the town coffers. Recent planning efforts, once implemented, will further enhance the local recreational landscape.
- Commercial growth and development as well as regional tourism have increased traffic and travel on Summit Boulevard (State Highway 9). Maintaining and enhancing a walkable, bikable, connected town while continuing to grow and develop will be Frisco's transportation challenge in the future.

DEMOGRAPHICS

POPULATION AND GROWTH

The current population of Frisco, Colorado is 3,123. The town's population, along with that of the surrounding county (Summit County, Colorado), is growing. Since 2010, Frisco's population has grown by 16%, or 2.3% annually. Meanwhile, the population of Summit County has grown by 9.2%, or 1.3% annually (U.S. Census Bureau, American Community Survey 2013-2017). This growth requires Frisco to plan thoughtfully for its future.

Table 1 below shows Frisco's population growth over the previous decades, along with that of Summit County and the surrounding communities. The percent growth over the previous decade is listed in parentheses. Future population forecasts from the State Demography Office are available for counties.

Table 1. Past Growth and Projections for Future Growth 1980-2050

	Frisco	Summit County	Silverthorne	Breckenridge
1980	1,221	8,848	989	818
1990	1,601 (24%)	12,881 (46%)	1,768 (79%)	1,285 (57%)
2000	2,443 (53%)	23,548 (83%)	3,196 (81%)	2,408 (87%)
2010	2,683 (9.8%)	27,994 (19%)	3,887 (22%)	4,540 (89%)
2017	3,123 (16%)	30,585 (9.2%)	4,639 (19%)	4,900 (7.9%)
2020	--	31,122 (11% since 2010)	--	--
2030	--	35,972 (16%)	--	--
2040	--	40,478 (15%)	--	--
2050	--	44,747 (10.5%)	--	--

Source: State Demography Office, Population Estimates

Over the past seven years, Frisco has grown more rapidly than nearby Breckenridge and faster than Summit County. Only Silverthorne has grown more rapidly in this time period.

Of the municipalities and county considered, only Frisco has experienced a rate of population growth this decade higher than that of the previous decade.

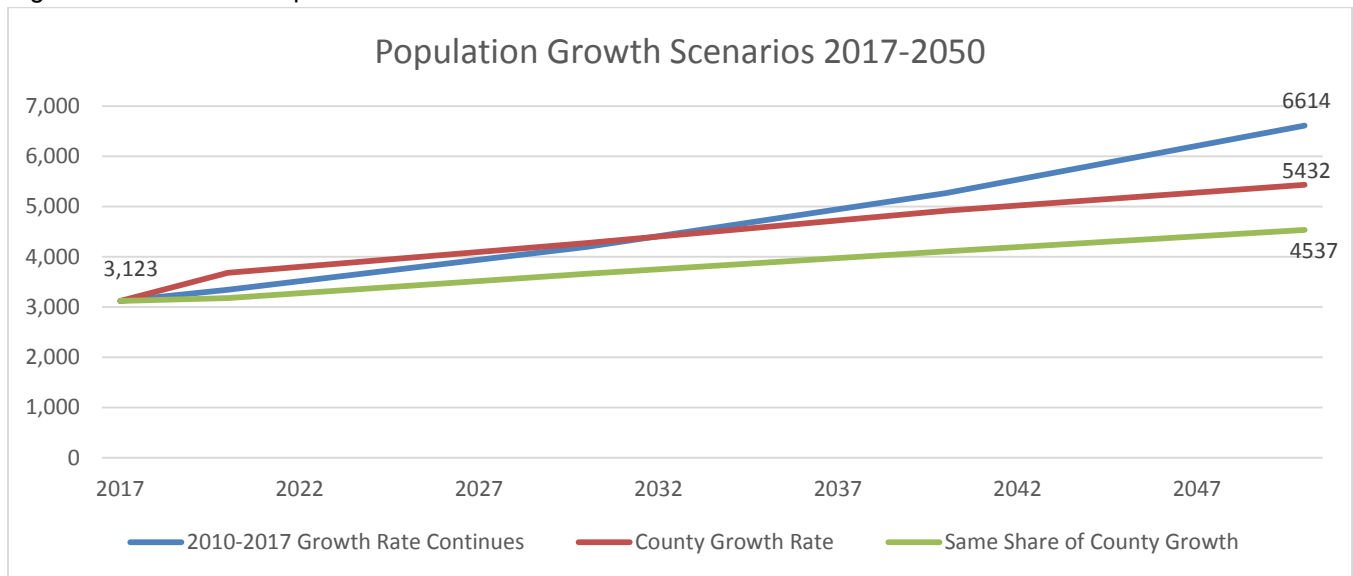
Summit County is expected to have strong growth in the future, with 10-15% population increases per decade. This suggests that the population of Frisco will continue to increase, along with the population that relies on Frisco as a regional commercial center.

The Denver metropolitan area is one of the fastest-growing areas in the nation and as it continues to grow, the number of visitors to Frisco is likely to increase as well.

Forecasting Frisco's Future Growth

The Colorado State Demography Office does not produce population forecasts for municipalities. However, Frisco's future growth is estimated below using three growth scenarios.

Figure 1. Forecasted Population Growth



- 2010-2017 Growth Rate Continues:** In this scenario, the Town of Frisco will continue to experience the same annual rate of growth as it has between 2010 and 2017 (2.3%). By 2050, Frisco’s population would reach 6,614 residents, more than doubling the current population.
- County Growth Rate:** In this scenario, Town of Frisco would grow at the same rate forecasted for Summit County by the State Demography Office. By 2050, the population would reach 5,432, an increase of 74% from 2017.
- Same Share of County Growth:** In this scenario, the Town of Frisco will capture the same amount of county growth as it has, on average, since 1980 (roughly 10%). By 2050, the Town’s population would reach 4,537, an increase of 45%.

While Frisco’s population growth over the next 30+ years is uncertain, these scenarios depict a range for the future population of the town. However, Frisco’s population growth may be limited by constraints such as the Town’s limited land area, and the surrounding NFS lands.

Sources of Growth and Migration

Information on population change and migration is available at the county-level by the State Demography Office. The Town of Frisco is about 10% of the county’s population and a major commercial center of the county.

In Summit County, the natural increase (births minus death) is the primary source for population growth. Migration in and out of the county has been variable. Between 2000 and 2010, 656 more people left the county than moved to Summit County. However, from 2010 to 2016, 912 more people moved to Summit County than left, making migrants approximately 40% of new residents, with natural population increase the other 60%.

Overall, Summit County’s is one of the most transient counties in the state. In 2017, only 79% of Summit County’s residents lived in the same residence as the year before. This percentage is lower than other rural mountainous counties around the state (Garfield, Eagle, Lake) and on-par with urban counties such as Boulder, Denver, El Paso, and Larimer. Over half of those changing residences (53%) moved within Summit County; 23% moved from elsewhere in Colorado; 18% moved from elsewhere in the United States; and 6% moved from abroad. The percentage moving within the county is significantly

higher than in Eagle County, Lake County, and metropolitan counties such as Denver and Boulder, and on-par with Garfield County. Likely, this is due to the seasonal nature of the housing market (i.e., winter rentals), but it shows the county residents move frequently between Summit County towns.

AGE

The median age of Frisco residents is 48.1. This is well above the statewide median of 36.9 years. See Table 2 below for a comparison to surrounding communities over time.

Table 2. Median Age 2000, 2010, and 2017.

	Frisco	Summit County	Silverthorne	Breckenridge
2000	33.4	30.7	30.3	29.4
2010	39.8	36.4	37.1	32.5
2017	48.1	39.2	46.6	30.7

Source: U.S. Census and ACS Community Survey 2013-2017

The Town of Frisco’s median age has risen significantly since 2000. Table 3, below, shows the change in age distribution and helps explain the sources of this rise. Summit County as a whole has aged since 2000, although not to the same extent as Frisco. The median age of Silverthorne has risen, similar to Frisco, while Breckenridge’s median age has stayed very low. Breckenridge is not aging like the rest of the county likely due to the large service industry around the ski area and more affordable housing options for young families.

The State Demography Office predicts that the Summit County median age will level out at 40, reaching 40.7 by 2050.

Table 3. Age Groups by Percentage of Frisco 2000, 2010, and 2017

	2000	2010	2017
19 years and under	16.2%	13.5%	13.8%
20-34 years	36.9%	17.8%	8.8%
35-49 years	27.0%	23.6%	33.3%
50-64 years	14.8%	24.1%	32.7%
65 years and over	5.0%	11.7%	13.5%

Source: U.S. Census Bureau, 2000 Decennial Census; U.S. Census Bureau, 2006-2010 American Community Survey; U.S. Census Bureau, 2013-2017 American Community Survey

Since 2000, the population of 20 to 34-year olds living in Frisco has dropped dramatically, from 36.9% of the total population to 8.8%. The population between 50 and 64 years has increased dramatically as well, from 14.8% of the population to 32.7%. Increasingly, Summit County’s younger population has chosen to live elsewhere in the county, while the middle-aged population has chosen to settle in Frisco or remained in Frisco as they’ve aged. The population of those 65 years and over, typically retirees, has increased as well.

RACE AND ETHNICITY

Table 4. Race and Ethnicity of Frisco and Surrounding Area

	Frisco	Summit County	Silverthorne	Breckenridge
White Alone	90.1%	90.1%	78.1%	97.1%
Black or African American Alone	0%	1.0%	5.0%	0.6%
American Indian and Alaskan Native Alone	0%	0.3%	0%	0%
Asian Alone	1.7%	0.4%	0%	0%
Native Hawaiian and Other Pacific Islander	0%	0.2%	0%	0%
Other Race	0%	6.0%	15.1%	1.0%
Two or More Races	8.2%	2.0%	1.8%	1.3%
Hispanic or Latino (Of Any Race)	3.8%	14.0%	30.1%	3.0%

Source: U.S. Census Bureau, 2013-2017 American Community Survey

The population of Frisco is predominantly white. Hispanic or Latino (of any race) make up a small portion of the population (3.8%).

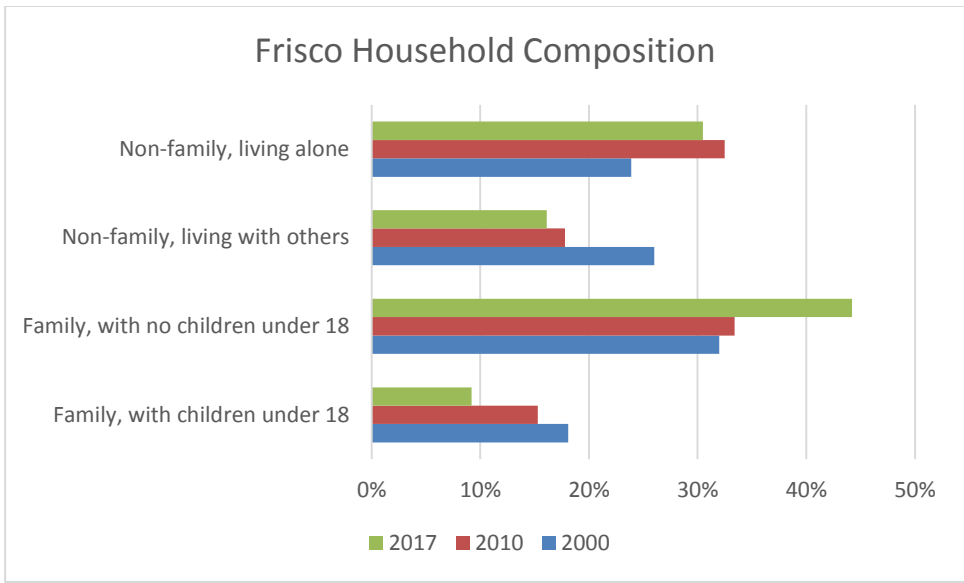
Across Summit County, 14% of the population is of Hispanic or Latino origin, largely concentrated in Silverthorne.

Of the Frisco residents of two or more races, most are a combination of White and American Indian and Alaskan Native.

HOUSEHOLDS

In Frisco, the average household size at the 2010 Census was 2.07 persons. The average family size is 2.55 persons where a family household is a householder and one or more other people related to the householder by birth, marriage, or adoption.

Figure 2. Frisco Household Composition 2000, 2010, 2017



Source: U.S. Census Bureau, 2000 Decennial Census; U.S. Census Bureau, 2006-2010 American Community Survey; U.S. Census Bureau, 2013-2017 American Community Survey

In 2017, fewer Frisco family households have children under 18 than in the past. This is unsurprising given the increase in retirees residing in Frisco (see Table 3 – Age distribution).

Of non-family households, more residents are living alone, without roommates.

Between 2000 and 2017, the percentage of family households has remained around 50%. The following table compares these statistics to the surrounding area communities.

Table 5. Comparative Household Composition

	Frisco	Summit County	Silverthorne	Breckenridge
Average Household Size	2.07	2.36	2.68	2.28
Percentage of Family Households	53.4%	56.4%	64.9%	50.8%
Percentage of Non-Family Living Alone	30.5%	31.0%	26.7%	29.3%

Source: U.S. Census Bureau, 2010 Decennial Census; U.S. Census Bureau, 2013-2017 American Community Survey

The average household size in Frisco is below that of the surrounding area.

Frisco is relatively similar to the other communities in terms of percentage of family households and percentage of non-family living alone.

INCOMES

The table below shows the median household income for Frisco, Summit County, Colorado, and surrounding municipalities in 2000, 2010, and present (2017). Incomes for 2000 and 2010 were adjusted for inflation to be comparable to 2017.

Table 6. Median Household Incomes in 2000, 2010, and 2017

	2000	2010	2017
Frisco	\$88,221	\$90,303	\$67,938
Summit County	\$80,174	\$77,505	\$73,538
Silverthorne	\$83,364	\$80,821	\$50,727
Breckenridge	\$62,252	\$60,877	\$76,774
Colorado	\$68,391	\$63,646	\$65,458

Source: U.S. Census Bureau, 2000 Decennial Census; U.S. Census Bureau, 2006-2010 American Community Survey; U.S. Census Bureau, 2013-2017 American Community Survey

The median household income for Frisco decreased significantly between 2010 and 2017, especially when adjusted for inflation. This change is likely due to a variety of sources including an increase in retirees, new affordable housing development, and a variety of other factors.

Silverthorne also saw a sizeable decline in real household incomes. Incomes across the state of Colorado and Summit County remained more constant.

The median household income of Frisco is lower than the median across all Summit County households.

Table 7. Household Income Distribution

	Frisco	Summit County	Difference
Less than \$10,000	0%	4.4%	-4.4%
\$10,000 to \$15,000	3%	3.3%	-0.3%
\$15,000 to \$24,999	4.6%	3.6%	+1%
\$25,000 to \$34,999	7.6%	11.3%	-4.7%
\$35,000 to \$49,999	20.2%	10.1%	+10.1%
\$50,000 to \$74,999	25.6%	18.9%	+6.7%
\$75,000 to \$99,999	17.4%	15.1%	+2.3%
\$100,000 to \$149,999	20.5%	19.1%	+1.4%
\$150,000 to \$199,999	1.0%	6.8%	-5.8%
\$200,000 or more	0%	7.4%	-7.4%

Source: U.S. Census Bureau, 2013-2017 American Community Survey

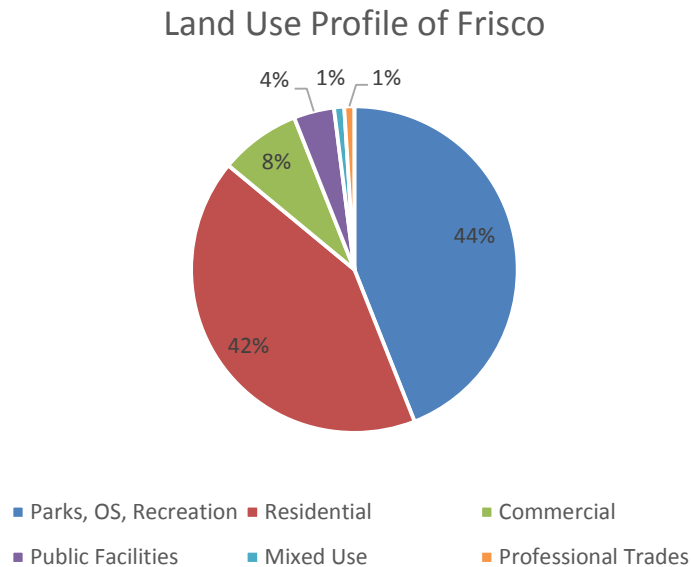
Compared to Summit County, the Town of Frisco has more households making moderate incomes (i.e., \$35,000 to \$149,999) and fewer households at either the low or high end of the spectrum (i.e., above \$150,000 or below \$34,999).

In Frisco, only 2.7% of people have incomes below the poverty level. Across Summit County, 10.3% of people have incomes below the poverty level while statewide, 11.5% of people are below the poverty line.

LAND USE AND DEVELOPMENT

The 2015 Land Use Profile prepared by the Town of Frisco analyzed the current land use on Town of Frisco's 1,137 acres.

Figure 3. Frisco Land Use Profile

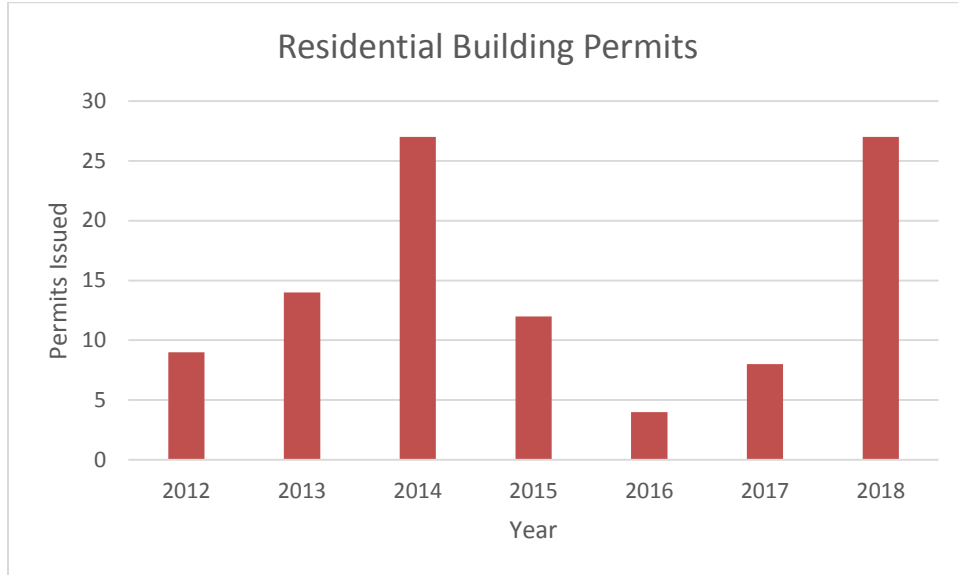


Source: 2015 Frisco Land Use Profile

The largest portion of Frisco land area is Parks, Open Space, and Recreation. While some parkland is scattered through Town, much of the Parks, Open Space, and Recreation land area is on the Peninsula Recreation Area (PRA) or part of the Dillon Reservoir. Much of the town's land area is also dedicated to residential use. Only 24.2 acres of undeveloped/vacant land exist within the town limits. Most of that land area is in the Mixed Use, Residential Single Family, or Accommodations zoning district.

In the 2015 Land Use Profile, total residential build-out was set at 3,302 units. According to the 2013-2017 ACS Survey, there are 3,505 housing units in Frisco presently, surpassing full build-out. In the Land Use Profile, total commercial build-out was set at 1,985,585 square feet of commercial floor area. As of 2015, 52% of that commercial floor area was built out.

Figure 4. Frisco New Construction Residential Building Permits Awarded by Year



Source: Town of Frisco Building Permit Reports

The number of building permits issued for the new construction of residential units in Frisco has fluctuated in recent years. Around 2014, the Peak One Neighborhood was being developed and many permits were issued. After the completion of the neighborhood, new construction slowed. In 2018, construction picked up and the number of permits issued returned to 2014 levels.

HOUSING

HOUSING STOCK AND TENURE

Table 8. Housing Units and Occupancy

	Frisco	Summit County	Silverthorne	Breckenridge
Total Housing Units	3,505	30,652	2,239	7,082
% Occupied Housing Units	33.8%	30.8%	61.5%	20.1%
% of Occupied Housing Units Occupied by Renter	39.8%	33.5%	45.9%	40.4%
% of Occupied Housing Units Occupied by Owner	60.2%	66.5%	54.1%	59.6%

Source: U.S. Census Bureau, 2013-2017 American Community Survey

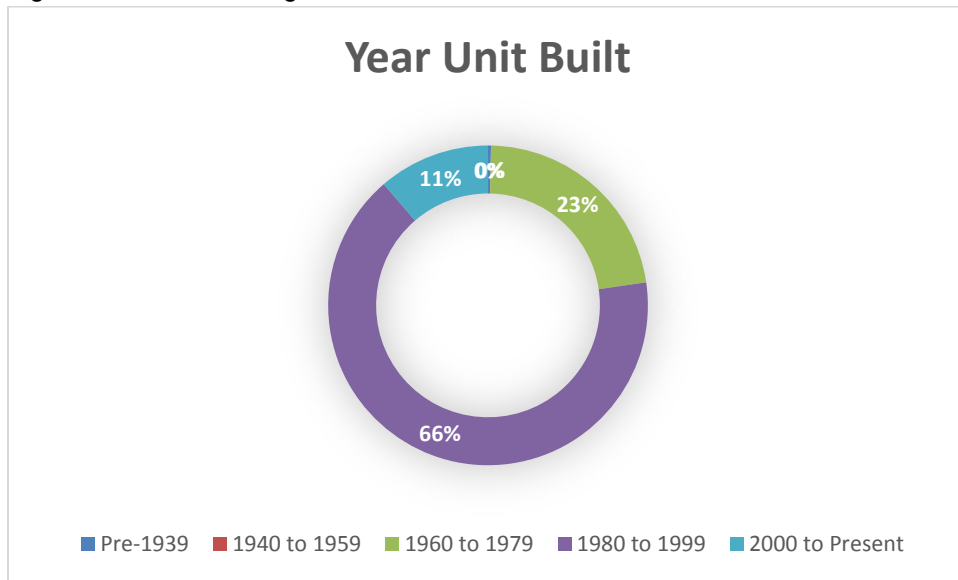
Only 33.8% of Town of Frisco housing units are occupied as a primary residence. The vacant units are either for rent, rented but not occupied, for sale, sold but not occupied, or for seasonal, recreational, or occasional use. The seasonal, recreational, or occasional use units, or vacation/second homes, are 86.1% of the vacant housing units – approximately 57% of all housing units in Frisco (U.S. Census Bureau, 2010 Decennial Census). This is an increasing trend - between 2006 and 2012, 50% of

housing units sold by locals were purchased by non-residents (2013 Summit County Workforce Housing Needs Assessment).

Frisco's percentage of occupied units is very close to the percentage across all of Summit County. It is well lower than the percent occupied in Silverthorne but higher than the percentage of Breckenridge housing units. The percentage of the occupied housing units occupied by an owner vs. a renter in Frisco is close to that of the surrounding area.

The chart below shows the period when the housing units in Frisco were constructed.

Figure 5. Frisco Housing Units Period of Construction

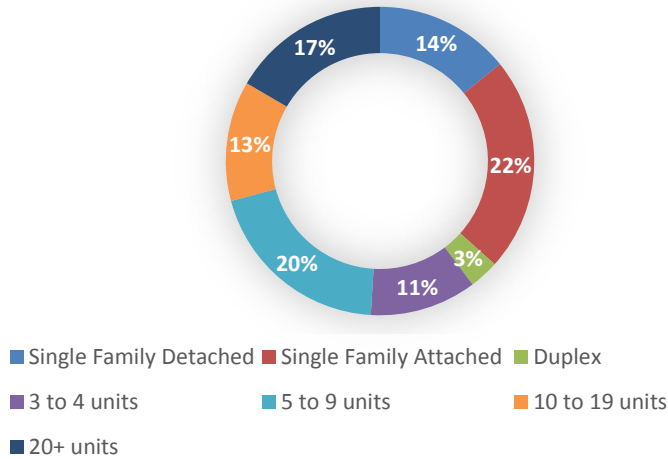


Source: U.S. Census Bureau, 2013-2017 American Community Survey

Few houses in Frisco (0.4%) were constructed before 1939. No units remain that were constructed between 1940 and 1959. While construction did pick up in the 1960s and 1970s, the majority of Frisco homes were constructed between 1980 and 1999. Since 2000, new housing construction has slowed. Comparatively, across Summit County, more units remain from the 1960s and 1970s and more units (~16% of total units) were constructed since 2000.

Figure 6. Frisco Housing Units in Structure

Housing Units in Structure



Source: U.S. Census Bureau, 2013-2017 American Community Survey

In Frisco, the majority of housing units are in multi-unit complexes. Single family detached units are only 14% of total units. Across all of Summit County, most housing units are single family detached or within 20+ unit buildings.

HOUSING COSTS

The median value of a Frisco housing unit whose owner's primary residence is Frisco is \$487,547 (see Table 9). The median value of homes where the owner's primary residence is not Frisco is only slightly higher - \$490,049. Those housing units would be both second homes and rental units where the owner/landlord does not live in town. The median square footage of these housing units is comparatively smaller, suggesting that many of these units are condos. On the opposite end of the spectrum, a high proportion of homes valued over a million dollars are owned by people who do not list their primary residence as Frisco.

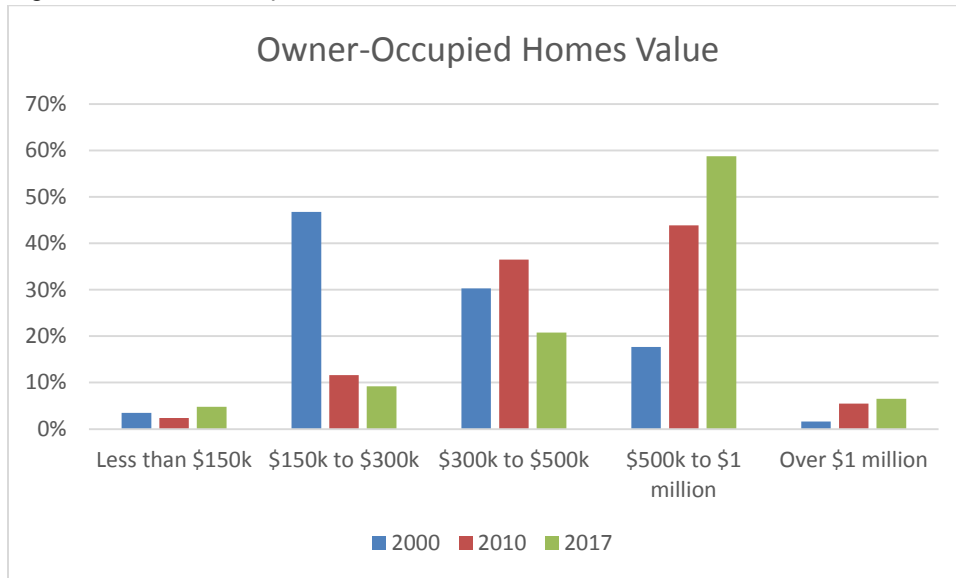
Table 9. Home Values and Characteristics by Ownership Type

	All Homes	Frisco as Primary Residence	Non-Frisco Primary Residence
Total Homes	3,081	819	2,262
Median Home Value	\$489,420	\$487,547	\$490,049
Average Home Value	\$548,873	\$538,979	\$552,455
Homes above \$1 million	170	39	132
Median SF of Living Space	1383 square feet	1454 square feet	1357 square feet

Source: Summit County Tax Assessor Data, 2018

The following chart shows the distribution of owner-occupied home values, and how that has changed over time.

Figure 7. Owner-Occupied Homes Value 2000, 2010, 2017

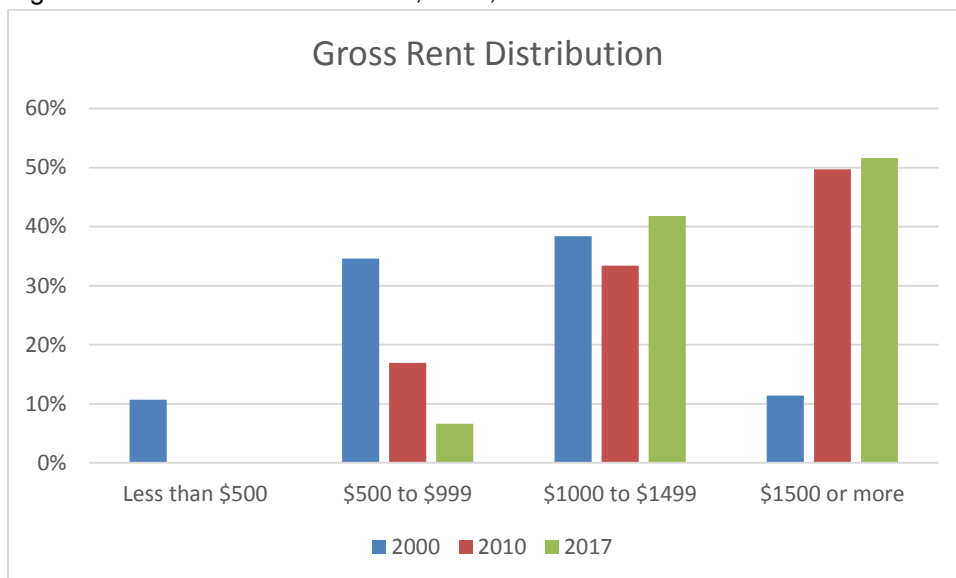


Source: U.S. Census Bureau, 2000 Decennial Census; U.S. Census Bureau, 2006-2010 American Community Survey; U.S. Census Bureau, 2013-2017 American Community Survey

Home values in Frisco have risen significantly since 2000. The percentage of homes valued between \$150k and \$300k has declined sharply, with a rising number of homes between \$500k and \$1 million. More homes are now valued over a \$1 million, although they are still a small portion of Frisco’s owner-occupied homes. According to Trulia.com, the median sales price for a home in Frisco was \$502,000 in May 2018, up from \$405,000 in May 2014, an increase of 24%. That price point is well above what is considered affordable for area households – for a household earning 150% of Area Median Income (AMI), an affordable home is \$407,000.

The change in gross rent distribution is shown below.

Figure 8. Frisco Gross Rents 2000, 2010, 2017



Source: U.S. Census Bureau, 2000 Decennial Census; U.S. Census Bureau, 2006-2010 American Community Survey; U.S. Census Bureau, 2013-2017 American Community Survey

Since 2000, gross rents in Frisco have increased significantly. As of 2010, nearly all rentals are above \$1000 per month, with an increasing number above \$1500. Supply of rental units in Summit County is low, with vacancy below 2%. In the county, on average, rentals are affordable only for households earning at least 110% of AMI.

The following table compares housing values and costs in Frisco to the surrounding area and communities.

Table 10. Comparative Housing Values and Costs

	Frisco	Summit County	Silverthorne	Breckenridge
Median Value of Primary Residence Units	\$487,547	\$427,191	\$508,360	\$468,254
% of Primary Residence Units Valued above \$1 million	4.8%	8.1%	11.9%	14.9%
Median Rent	\$1,533	\$1,343	\$1,275	\$1,353
% of Owners Cost-Burdened*	51.9%	41.7%	45.1%	39.5%
% of Renters Cost-Burdened*	36.7%	48.8%	66.1%	52.4%

*Cost-Burdened is defined by HUD as households paying more than 30% of income towards housing
 Source: U.S. Census Bureau, 2013-2017 American Community Survey; Summit County Tax Assessor Data, 2018

The median value of a primary residence unit in Frisco is higher than the median of Breckenridge units and across Summit County. Yet Frisco has a significantly lower percentage of primary residence units valued above \$1 million. While Breckenridge has more luxury homes, its lower median value suggests that more of its housing stock is in lower-priced, more affordable units. As shown in the Owner-Occupied Homes Value Chart above, almost 60% of Frisco’s owner-occupied housing units are valued between \$500k and \$1 million, well above what is considered affordable based on AMI. As a result, Frisco has the highest percentage of cost-burdened homeowners in the area.

In contrast, for rental units, Frisco has the highest median rent but the lowest percentage of cost-burdened renters. As Frisco is older than the surrounding communities, its renters may have a different profile than renters in the surrounding communities.

WORKFORCE HOUSING

Deed-restricted, or workforce housing, is key to affordable housing in Summit County. As of 2016, approximately 2,452 housing units in the county were restricted for occupancy (either ownership or rental) by the local workforce. Restrictions include employment, income, price, or some combination thereof. Approximately 14% of Summit County’s year-round households live in restricted workforce housing (2013 Summit County Workforce Housing Needs Assessment).

The highest concentration of workforce housing units is in the Upper Blue basin (Breckenridge and its surroundings) with 983 units. The significant amount of workforce housing around Breckenridge explains their lower rate of cost-burdened homeowners. In comparison, as of 2013, there were 90

workforce housing units in the Town of Frisco. Of those units 88% were for ownership rather than rental. The 2016 Summit County Workforce Housing Demand Update identified a need for 560 new workforce housing units to be constructed in the Ten Mile Basin (Frisco, its immediate surroundings, and Copper Mountain) by 2020. Of these units, the Housing Update recommended that over 60% be rental units. The new workforce housing units would house existing commuters who would prefer to move to Summit County, new workers hired to replace retiring workers, workers needed to fill new jobs in Summit County, and the existing workforce needing below-market rental and ownership options. (2013 Summit County Workforce Housing Needs Assessment; 2016 Summit County Workforce Housing Demand Update).

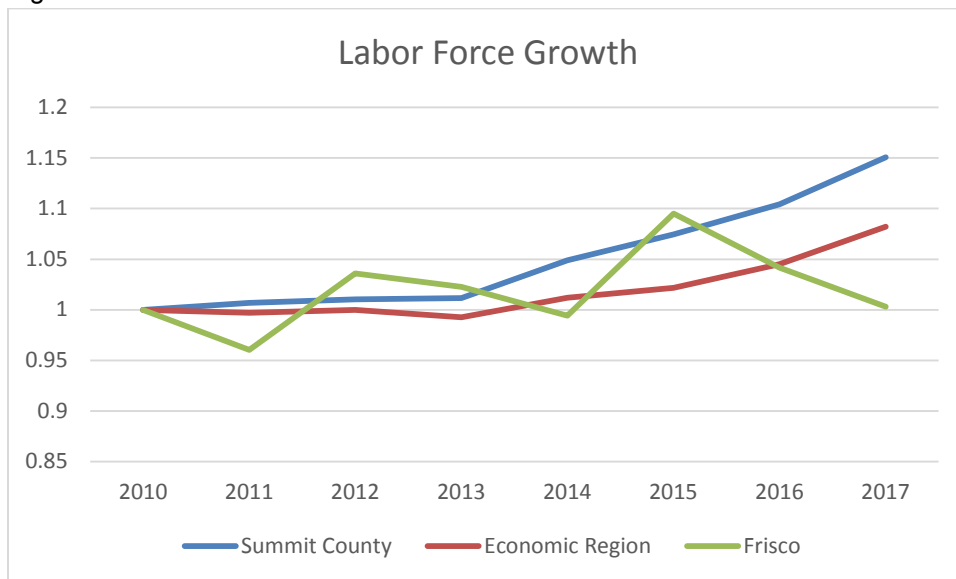
The following projects would create additional workforce housing units in the town: 18 ownership units at Basecamp; nine units in the Mary Ruth Place Project; 15 rental units between the Boatyard, Conoco, and Foote's Rest; and five units at 317 Granite Street.

ECONOMY

The following section provides charts and tables around the economy of the Town of Frisco. Town of Frisco data is compared to Summit County and Colorado's Economic Region 12. Region 12 includes Summit, Grand, Pitkin, Eagle, and Jackson Counties.

EMPLOYMENT

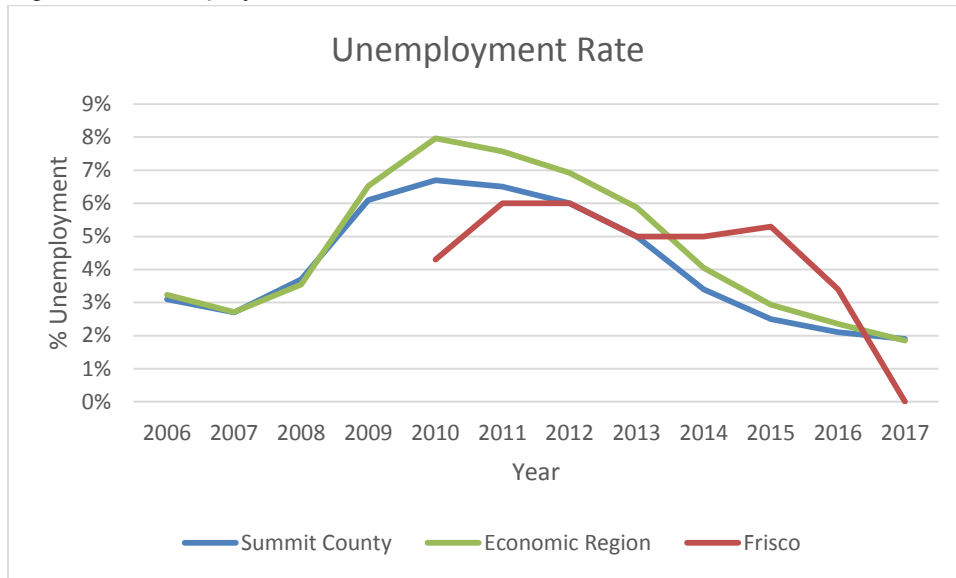
Figure 9. Labor Force Growth 2010-2017



Source: U.S. Census Bureau, 2010-2017 American Community Survey; State Demography Office, Economic Forecasts

The above chart shows the relative growth in Summit County's, the region's, and Frisco's labor force since 2010. While Summit County and the region's labor force stayed constant and then grew steadily since 2013, the size of Frisco's labor force has fluctuated. Despite the town's recent population growth, its 2017 labor force is nearly identical to 2010 levels, likely given the increase in retirees residing in Frisco.

Figure 10. Unemployment Rate 2010-2017



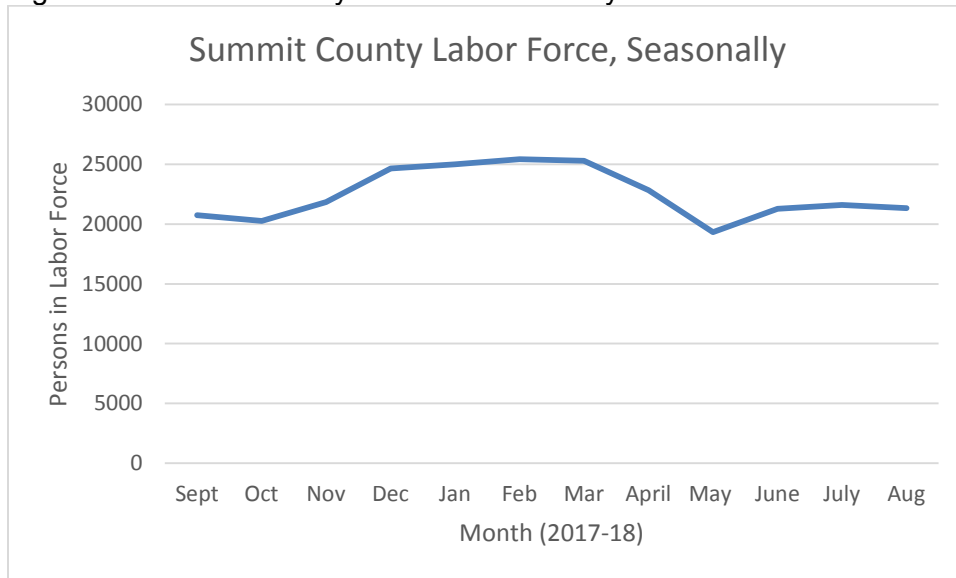
Source: U.S. Census Bureau, 2010-2017 American Community Survey; State Demography Office, Economic Forecasts

At present, the unemployment rate for Summit County, the region, and Frisco are all very low. Summit County and the region’s unemployment rate have followed a similar trajectory, with Summit County’s rate slightly below the regional rate. The County and region rates both returned to pre-recession levels around 2015. Frisco’s unemployment rate remained high in the years following the recession and did not decline significantly till 2015. In 2017, the U.S. Census Bureau’s American Community Survey reported 0% unemployment in Frisco. As the town and county are at or close to full employment (generally considered 1-2%), additional jobs created in the county and town will require new housing for those workers.

In Summit County, 14.7% of the labor force holds multiple jobs. Comparatively, 12.2% of the region’s workforce and 6.6% of the state’s hold multiple jobs (State Demography Office, Economic Forecasts). Likely, this is due to the local ski industry and tourist economy creating many seasonal service jobs.

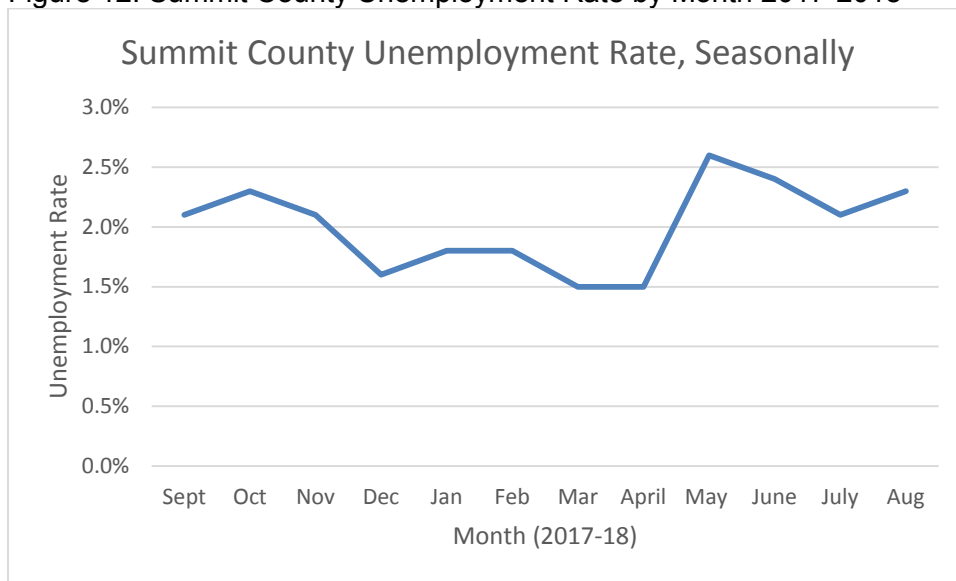
The following two charts show the monthly change in the size of the Summit County workforce and unemployment rate from September 2017 to August 2018.

Figure 11. Summit County Labor Force Size by Month 2017-2018



Source: Bureau of Labor Statistics, Labor force data by county, not seasonally adjusted, latest 14 months

Figure 12. Summit County Unemployment Rate by Month 2017-2018



Source: Bureau of Labor Statistics, Labor force data by county, not seasonally adjusted, latest 14 months

The Summit County labor force, by size, peaks in the winter, at approximately 25,000 workers. The labor force falls off somewhat in the summer, to approximately 21,500 workers, and declines to about 20,000 workers in the shoulder seasons (September, October, May).

The county unemployment rate remains low throughout the year. In 2017-18, unemployment was below 2% through the winter, and only exceeded 2.5% in May. While Summit County does have a seasonal economy, the low unemployment rate throughout the year suggests the economy is fairly strong throughout.

Table 11. Employment by Industry Sector, 2010 and 2017

	Summit County		Frisco	
	2010	2017	2010	2017
Agriculture, Forestry, Fishing and Hunting, Mining	1.0%	2.0%	0.3%	8.6%
Construction	16.0%	10.3%	23.9%	8.0%
Manufacturing	2.9%	4.5%	10.0%	0.8%
Wholesale Trade	1.7%	1.2%	0.4%	0.0%
Retail Trade	9.4%	15.4%	8.1%	23.0%
Transportation and warehousing, and utilities	2.7%	3.5%	2.0%	3.1%
Information	1.1%	0.7%	0.5%	0.5%
Finance and insurance, and real estate and rental leasing	9.9%	6.1%	3.6%	4.5%
Professional, scientific, and management, and administrative and waste management services	10.2%	9.2%	18.5%	3.2%
Education services, and health care, and social assistance	11.3%	10.4%	6.6%	13.3%
Arts, entertainment, and recreation, and accommodation, and food services	28.6%	27.0%	18.6%	10.1%
Other Services, except public administration	2.8%	4.9%	4.6%	21.9%
Public administration	2.6%	4.7%	1.8%	3.1%

Source: U.S. Census Bureau, 2006-2010 American Community Survey; U.S. Census Bureau, 2013-2017 American Community Survey

Table 11 shows the employment of Summit County and Town of Frisco’s labor force by sector. The Town of Frisco has a significantly lower concentration of professional workers and arts, entertainment, and recreation, and accommodation and food services workers. It has a significantly higher concentration of retail; agriculture, forestry, fishing and hunting, and mining; and other services workers.¹ Since 2010, Frisco’s concentration of construction; arts, entertainment, and recreation, and accommodation and food services; and professional, scientific, and management, and administrative and waste management services workers has declined significantly. The percent of its residents in retail; other services, except public administration; and education services, and health care, and social assistance has increased significantly. The percentage of the Summit County labor force working in each sector has remained relatively constant, with some growth in retail and decline in construction.

¹ According to the North American Industry Classification System (NAICS), other sectors include equipment and machinery repairing, promoting or administering religious services, grantmaking, advocacy, pet care services, dry cleaning/laundry services, and personal care services.

According to the State Demographer’s Office, 58.6% of Summit County employment is in tourism. This is higher than the economic region (52.6%) and well above the statewide percentage of 6.1%.

The following are the principal employers in and around the Town of Frisco

Table 12. Largest Employers in and around Frisco, 2017

Employer	Employee # Range 2017
St. Anthony Summit Medical Center*	100-249
Summit High School*	100-249
Whole Foods	100-249
KCNC TV Station	100-249
Walmart	100-249
Summit Middle School*	50-99
Best Western Lake Dillon Lodge	50-99
Holiday Inn Frisco	50-99
Safeway	50-99
Summit County Ambulance*	50-99
Summit Stage*	50-99
Town of Frisco	50-99

*Business not within municipal limits of the Town of Frisco

Source: Town of Frisco Colorado Comprehensive Annual Financial Report for the Year Ended December 31, 2017

COMMUTING

The commuting dataset from the U.S. Census Bureau’s LEHD Origin-Destination Employment Statistics 2015 Data list a town workforce of about 1,000 people. Comparatively, the American Community Survey includes about 2,000 people in Frisco’s workforce. The data is also based on the Bureau of Labor Statistics Quarterly Census for Employment and Wages (QCEW), which lists some workers where their company is based, rather than where the worker is located. Again, this list would not include unincorporated areas of Summit County, such as County Commons, as work locations. Due to the discrepancy in the data sources for this section, it is hard to draw strong, reliable conclusions from this data.

The majority of the Town of Frisco’s workers do not live in the town itself. In 2015, 93.0% of those employed in Frisco lived outside the town. Those employed in the Town of Frisco primarily live in the following places:

1. Town of Frisco (7.0%)
2. Denver (5.3%)
3. Leadville (4.6%)
4. Breckenridge (3.1%)
5. Leadville North CDP (3.0%)

This list does not include those living in unincorporated areas of Summit County. Likely, a high percentage of Frisco’s workforce lives in the residential neighborhoods in nearby unincorporated Summit County.

Most of Frisco’s residents do not work in Frisco - 87.3% work outside the town. The most common locations for Frisco residents to work are:

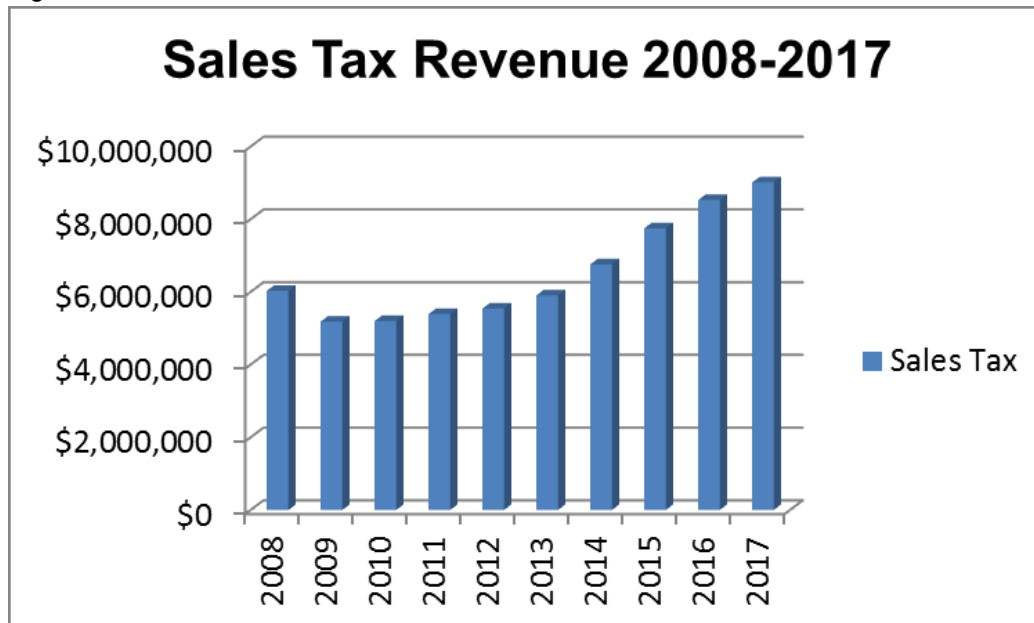
1. Copper Mountain CDP (14.0%)
2. Town of Frisco (12.7%)
3. Breckenridge (12.6%)
4. Denver (5.4%)
5. Silverthorne (4.9%)

The American Community Survey analyzed commuting patterns of Frisco working residents. For Frisco’s working residents, the mean travel time to work is 9.9 minutes, with most workers driving alone to work. Factoring in to that, 11.2% of Frisco’s residents work from home, with a commute time is zero minutes. As more people have the ability to work from home and people are choosing to live closer to work, the Frisco mean travel time has dropped significantly, from 15.2 minutes in 2010. Frisco’s 2017 mean travel time to work is well below the county average of 16.4 minutes. Slightly more Frisco residents work from home, compared to the county average: across the county, 8.1% of county residents work from home. Across the state, the mean travel time is 25.2 minutes to work and 7.4% of people worked from home. (U.S. Census Bureau American Community Survey, 2013-2017 and 2006-2010).

TOWN ECONOMIC ACTIVITY

The Town of Frisco’s combined sales tax revenue collected (town and county) is shown below.

Figure 13. Frisco Annual Sales Tax Revenues 2008-2017

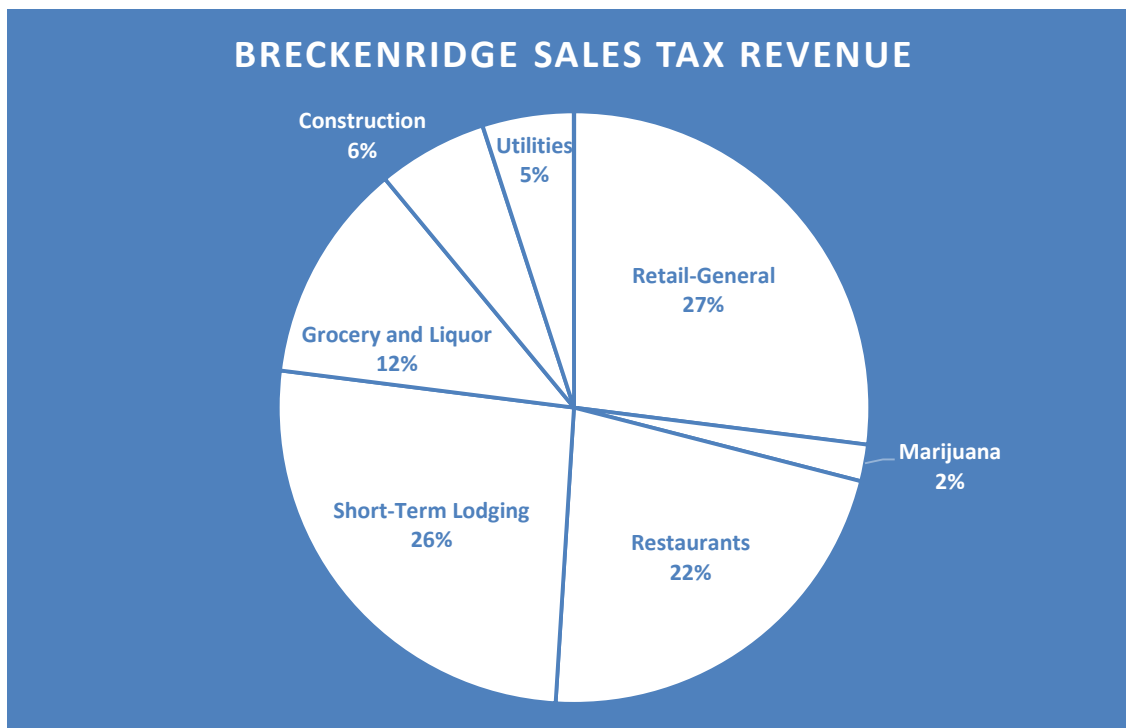
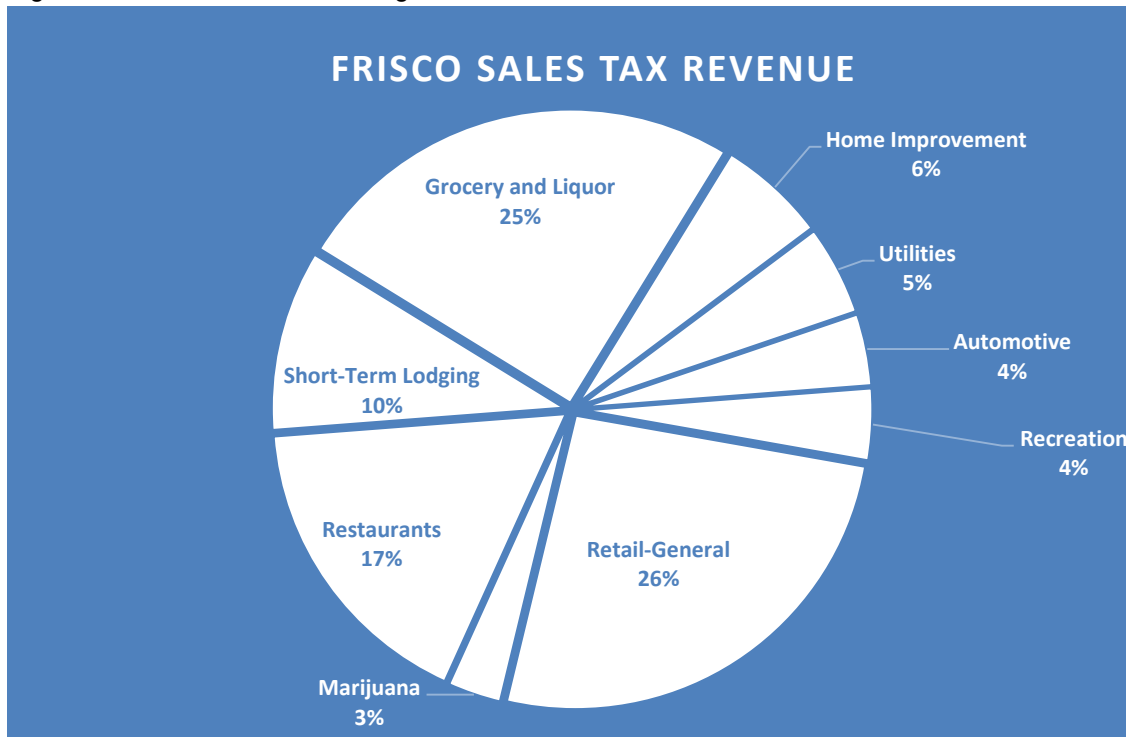


Source: Town of Frisco Colorado Comprehensive Annual Financial Report for the Year Ended December 31, 2017

The Town of Frisco’s sales tax revenues have increased steadily since 2012. Sales tax revenues provide approximately 63% of the town’s annual revenues and are the primary source for providing

income and general operations and maintenance funds for the town. The breakdown of the 2017 sales tax revenues is shown below:

Figure 14. Frisco and Breckenridge 2017 Sales Tax Revenue Breakdown



Source: Town of Frisco 2018 budget; Town of Breckenridge Comprehensive Annual Financial Report, 2017

With four grocery stores in town (Whole Foods, Safeway, Walmart, and Natural Grocers), the grocery business is a large component of Frisco’s sales tax revenues. Other important sectors are restaurants

and general retail. Comparatively, a greater share of Breckenridge's sales tax revenues are short-term lodging and restaurants, with less coming from grocery and liquor.

Frisco also collects a lodging tax, which brought in \$545,551 in 2017. These revenues are roughly evenly split between Hotels, Inns, and Bed and Breakfasts and Vacation rentals. Since 2013, annual lodging tax revenues have increased by 82% (Town of Frisco Colorado Comprehensive Annual Financial Report for the Year Ended December 31, 2017).

Real Estate Investment Fees, paid to the town upon a home sale, are another major source of town funding. In 2017, the town received \$1,293,353 in real estate investment fees. This represents a 71.6% increase since 2008, but a slight decline compared to 2015 and 2016 figures (Town of Frisco Colorado Comprehensive Annual Financial Report for the Year Ended December 31, 2017).

ARTS, CULTURE, AND HISTORIC PRESERVATION

Frisco provides many arts and culture opportunities for residents and visitors throughout the year. During the summer, the town hosts a well-attended summer concert series. The town also hosts additional music performances and street festivals with craft vendors throughout the year. The Frisco Historic Park and Museum, the town's museum about its history, had 35,965 visitors in 2017.

Historic resources help establish a sense of place and identity for residents and visitors. Historic preservation is addressed by the Town's Historic Overlay (HO) District, which encourages voluntary preservation of historic buildings and does not specify any mandatory requirements.

The 2017 Historic Property Inventory of Frisco, Colorado identified historic properties in the town's boundaries, as well as in the immediate vicinity. Within the town limits, 14 town-owned and 20 privately-owned historic properties were identified and described. The inventory also noted 30 former structures that were lost to demolition and new construction. Beyond the town boundaries, 12 historic properties were identified nearby, in Ten Mile Canyon, Giberson Preserve, and south of town. The inventory is a tool for the town to identify eligible resources for national and state historic resources listing and plan for future preservation work.

COMMUNITY SERVICES AND INFRASTRUCTURE

WATER AND SEWER

Frisco Water provides water to the town and some of the surrounding area. The Town sources its water from the Frisco Town Ditch and the North Tenmile Creek. The water is treated at the town's treatment plant west of I-70. The town is allowed to divert 1,413 acre feet per year and usually utilizes about half of its annual allotment. A 2016 Town Water Capacity Study recommended that the town not exceed 70% of its allotment as a drought safety factor. Without additional water dedication, the town's water supply could support buildout with nearby un-annexed county properties, at a high residential occupancy. Approximately half of current water use is residential. Water use typically peaks from November-March due to winter visitors and June-August due to summer visitors and outdoor water use. In 2017, Frisco prepared a Water Efficiency Plan to document the Town's existing and planned actions to ensure system reliability and the efficient use of available water supplies. The Town aims to keep water production volumes constant despite anticipated growth.

Frisco Sanitation District provides sewer service to all homes in the Town of Frisco. Additional housing development may require upgrades to the collection system. A Collection System Buildout Capacity

Study for the Lake Hill Development identified necessary improvements and extensions of the existing system.

PUBLIC SAFETY, EMERGENCY SERVICES, AND HEALTH SERVICES

The Town of Frisco is served by the Summit Fire & EMS Authority. A station is located in the town on 7th Avenue and Teller Street. The Frisco Police Department provides protection to the town and is headquartered in the town offices on Main Street. The police department consists of a chief of police, three sergeants, six officers, a community service officer, and an office manager and administrative assistant.

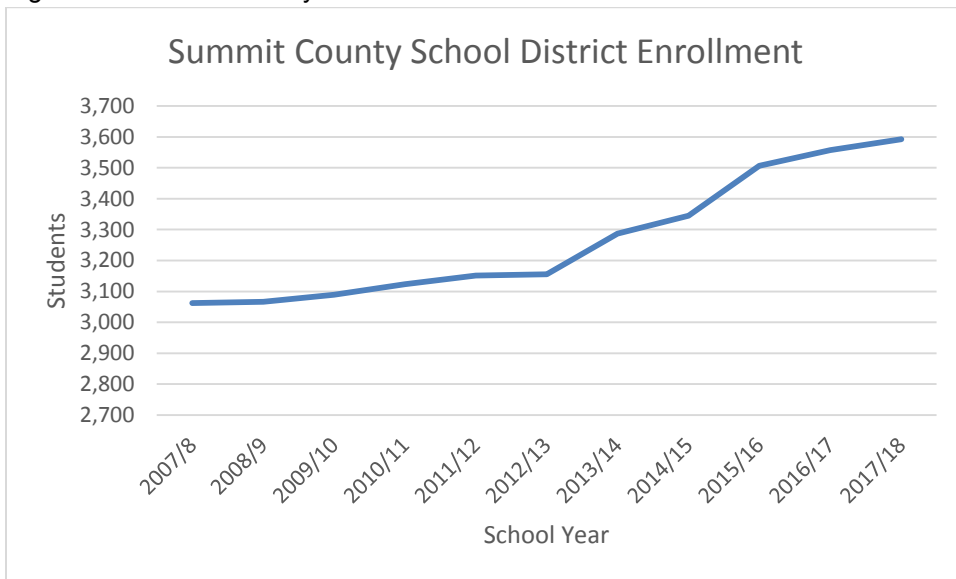
St. Anthony Summit Medical Center is located just south of the Town of Frisco in the County Commons. The hospital is a Level III trauma center and provides a full range of services. The hospital is part of the Centura Health Network.

SCHOOLS

Town of Frisco children attend schools in the Summit County School District. Frisco Elementary School is located within the town, and Summit Middle and High School are just outside of town. During the 2017/18 school year, 260 students attended Frisco Elementary School, with about 40 students each in grades K-5 and a smaller Pre-K program (Colorado Department of Education, Membership Grade Level by School).

Across the county, school enrollment is increasing. The middle and high school have expanded recently to accommodate the growing student body. Data is not available on the growth of the student body at Frisco Elementary. Given the similarity in grade sizes at Frisco Elementary and the declining portion of the town’s population under 19, school enrollment is relatively stable. However, additional affordable housing development may affect school enrollment.

Figure 15. Summit County School District Enrollment 2007-2018



Source: Colorado Department of Education, *State Trends in Colorado Public Schools*

For the 2017/18 school year, 15% of Frisco Elementary School students qualify for free or reduced lunch. Comparatively, 27% of Summit High School students are eligible for free or reduced lunch (Colorado Department of Education 2017-2018 Free or Reduced Lunch Eligibility by School)

PARKS AND RECREATION

The parks and recreation opportunities in and around Frisco are very impressive and attractive to residents and tourists. As expressed in the 2015 Frisco Community Survey, most residents choose to live in Frisco for the recreational opportunities and protecting and enhancing the existing opportunities may be important in this Community Plan update. The Town has made progress towards efforts, completing a Trails Plan in 2017 that identified opportunities for new trails and connections in and around the town of Frisco. A 2018 Marina Master Plan laid out a new design for the Town Marina. The town has also engaged in significant planning for the Peninsula Recreation Area.

The town's parks are listed below:

Peninsula Recreation Area (PRA)
Walter Byron Memorial Park
Pioneer Park
Meadow Creek Park
Peak One Park
Post Office Park
Kayak Park
Triangle Park
Old Town Hall Park
Community Center Park

In total, the town maintains about 240 acres of park space, for a ratio of 76.8 acres of parkland per 1,000 residents. This is significantly higher than the typical park and recreation agency, which maintains 10.1 acres of parkland per 1,000 residents (National Recreation and Park Association, NRPA Park Metrics). However, 220 of these acres are the PRA, and beyond walking distance for most Frisco residents.

The PRA plays an important role both recreationally and financially for the Town of Frisco. In the summer, the Peninsula Recreation Area (along with the adjacent public lands) draws people looking to mountain bike, hike, and play disc golf. In the winter, the PRA is home to the town tubing hill and Nordic center. In 2017, over 69,000 people went tubing. In total, PRA fees brought in \$2,021,358 for the town in 2017 (Town of Frisco Colorado Comprehensive Annual Financial Report for the Year Ended December 31, 2017).

The Town Marina is also a revenue driver for the town. Boat storage rentals and boat rentals (i.e., kayaks, paddleboards, pontoon boats) have increased over the past few years. The 2018-adopted plan and design for the marina creates a more organized, inviting space and will allow the marina to be open longer each summer season.

The town's pathway system provides miles of safe walking and biking in and around town. In addition, The Summit County Recreational Pathway System (Rec Path) runs through Frisco, creating biking routes to Breckenridge, Copper Mountain, and Dillon. The Rec Path between Frisco and Breckenridge is groomed for Nordic skiing and fat biking in the winter as well.

Beyond the town's parks and trails, the national forest is a key aspect of Frisco recreational landscape. The White River National Forest surrounds the town and has many miles of hiking, biking, and skiing trails.

TRANSPORTATION AND MOBILITY

Frisco's roadways see a high volume of traffic given the town's size due to tourism, pass-through traffic to Breckenridge, and the regional retail center in town along Summit Boulevard. Summit Boulevard (Highway 9), just north of the intersection with Main Street, has an Average Annual Daily Traffic (AADT) of 25,000. Just south of Main Street, Summit Boulevard has an AADT of 23,000. Highway 9, just south of the I-70 interchange has an AADT of 27,000 (CDOT, 2017).

The Summit Stage is the area's free bus system and services routes that connect Frisco to Breckenridge, Copper Mountain, Silverthorne, and Leadville. The bus does not have many in-town stops and is primarily used by residents and visitors to reach work or recreational activities in surrounding towns. The bus system's hub is the Frisco Transfer Center. A new master plan for the transfer station was completed in 2016 and construction is set to begin in 2019. Other transportation services such as Bustang, airport shuttles, and car rental services also use the Transfer Center. It is estimated that between 800-1,000 people pass through the Frisco Transfer Center each day, either to change buses or get to and from work in Frisco.

Aside from sidewalks on Main Street and its adjacent side streets, Frisco has few sidewalks. In many places, the roads are wide and people feel relatively safe walking on the edge of the roadway. The Frisco pathway system is a mix of attached and separated walking/biking paths throughout town. The town is relatively compact and most town residents live within easy walking distance of Main Street shops and restaurants. Pathways do exist towards the Summit Boulevard commercial area but the commercial strip itself is not a pleasant walking experience.

Of Frisco residents commuting to work, 87.6% reported driving alone to work. No workers reported carpooling, 8% reported taking the bus to work and only 4.2% walked to work. Many workplaces may be within easy walking distance, as 63.6% of workers reported that it takes them less than 10 minutes to get to work (U.S. Census Bureau, American Community Survey 2013-2017).

The Town of Frisco recently inventoried the parking supply, surveyed residents and visitors, and explored potential partnerships for parking spaces and management. In town, there are 756 public parking spaces, 315 private parking spaces, and the potential for 640 additional parking spaces. These potential parking spaces are where the Right-of-Way enables the town to develop diagonal and parallel parking spaces in the core of downtown and along West Main Street. Potential parking partnerships were identified with Summit County, St. Anthony's Medical Center, and the Post Office. In the associated survey, residents, employers, and visitors largely felt that parking was not an issue yet, but it may become one soon. Respondents were interested in greater parking enforcement but wanted to refrain from charging for parking. As parking is not a major issue in Frisco yet, this is an opportune moment to plan for the future.

A Highway 9 Traffic Study performed in 2017 recommended the following changes and designs are currently underway:

- Construction of a sidewalk between Main Street and County Commons
- Installation of a pedestrian underpass under Highway 9 between the PRA and the Summit Stage stop near the library
- Construction of a roundabout at 8th street and Highway 9
- Reconstruction the Main Street intersection to reduce the width of the southbound turn lane
- Adjusting summer signal timing at Main Street to accommodate pedestrian crossings without the signal stepping out of coordination

WHAT DOES THIS MEAN FOR FRISCO?

The information presented in this report depicts a town changing both demographically and economically. Frisco's population is growing quickly; the population has aged significantly in the past few years; and household median incomes have declined while housing prices have increased. The intent of this report is to document these trends so that appropriate goals and policies can be created to address them during the Community Plan process. It is important to monitor and update the data collected in this report every few years so that progress towards Community Plan goals may be measured. For example, if it is a Town goal to create more affordable long-term rentals, it will be important to track the percentage of cost-burdened renters. If it is a town goal to increase the number of families with children in town, tracking the age demographics will be essential.

APPENDIX B: COMMUNITY INPUT SUMMARIES

- Community Wide Kickoff (7/11/18)
- Joint Community Resource Group and Planning Commission Meeting on Value and Vision Synthesis (8/8/2018)
- Focus Group Meetings on Frisco's Economy; Community Character, Design, and Land Use; and Housing Diversity (8/28/2018)
- Focus Group on Community Design and Walkability (9/18/2018)
- Community Open House on Parks (11/7/2018)
- Joint Community Resource Group and Planning Commission Meeting on Plan Policies and Goals (1/23/2019)
- Community Open House on Community Plan- Guiding Principles, Goals and Policies (3/6/19)
- Joint Community Resource Group and Planning Commission Meeting Review of Final Draft Document (6/26/19)
- Community Open House on Draft Plan- Final Goals, Policies, and Strategies (7/11/19)

Community Wide Kickoff July 11, 2018

Summary Methodology

- On July 11th, 2018 the Frisco community was asked to share their thoughts on their priorities for the town's future
- Over 250 participants attended, providing valuable insight and feedback
- The mapping and street imagery station (Frisco Designs) asked for comments on recommendations for change or preservation in the town
- What follows are the distilled and compiled key themes and action-oriented takeaways, which will eventually inform strategy and policy development in the plan

Town Map

- Increased affordable and workforce housing supply
- Attracting good paying jobs/employers
- Investing in telecommunications infrastructure (internet and cell coverage)
- Improved and larger entrance welcome signage, better wayfinding signage
- Better sidewalk connectivity, safe crossings for Summit Blvd
- Maintain existing height on Main Street and scenic views
- Increased access points along the waterfront
- Addressing light pollution, noise along roadways, and trail etiquette
- Investing in playgrounds, dog parks, community recreation centers, sports facility, stream/creek crossings
- Maintaining preservation areas, increasing forest health efforts
- Enforcing short term rental ordinances/statutes/laws



Main Street – General Takeaways

- Improve entrance, welcome and wayfinding signage
- Extend Main Street character towards interchange
- Invest in public art, consider creation of an Arts District
- Embrace and enhance Tenmile Creek, protect environment
- Add waste receptacles
- Provide more walking, biking and transit options, consider trolley
- Preserve historic character and design, maintain existing heights
- Create consistent parking strategy (differing views of how this is accomplished)



Main Street – I-70 Interchange to Streamside Lane

- Welcome signage upgrades
- Entrance parking lot reorganization
- More planting and vegetation
- Public art
- Embrace and enhance Tenmile Creek

Main Street- Streamside Lane to Creekside Drive

- Extending Main Street character towards interchange
- More waste management receptacles (trash, recycling, compost)
- Consider additional parking for tourists/shoppers (differing views on necessity)
- More consistent sidewalks and bike lanes/trails
- Public street art, consider creation of an arts district



Main Street – Creekside Drive to Madison Ave

- Encourage/incentivize businesses to locate here
- Investing in streetscape improvements
- Consider rearranging street configuration (e.g. sidewalks, bike lanes, parallel/angled parking, then vehicle lanes)
- Invest into a trolley that runs down Main St
- Maintaining local government offices on Main St (differing opinions)



Main Street – Madison Ave to 4th Ave

- Create signage for surrounding mountains/views
- Potential for right-sized parking garage (differing views of the necessity)
- Maintain existing height limits
- More pedestrian/bicycle friendly
- Preserve historic character/design

Main Street – 4th Ave to 7th Ave

- Enhance Summit intersection, encourage better uses, preserve farm stand/market
- Provide assistance to keep small, local businesses located here
- Consider noise impacts and mitigation after hours
- Disallow building/construction that impedes scenic views
- Invest in bike/pedestrian underpass under Summit intersection



Summit Boulevard – General takeaways

- Invest in pedestrian and bicycle connectivity and crossings, make intersections safer
- Improve entrance and wayfinding signage
- Encourage and incentivize affordable/workforce housing development
- Protect natural environment and scenic views
- Encourage commercial or community serving uses, discourage big box stores with large surface parking lots

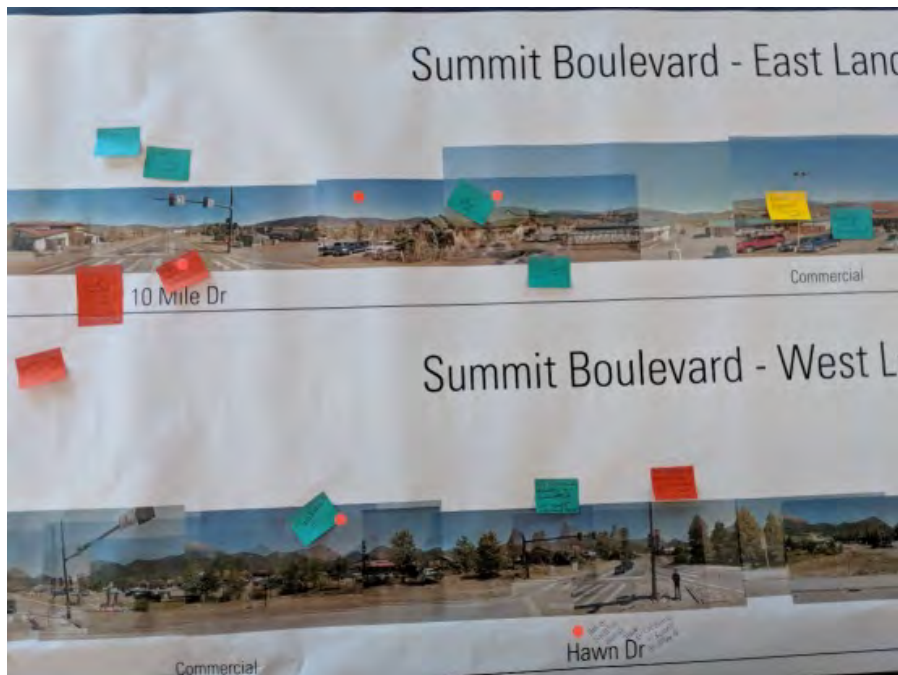
Summit Boulevard – I-70 Interchange to Lakepoint Drive

- Improve entrance, welcome signage
- Encourage affordable housing development here
- Have more restrictive uses (e.g. fewer gas stations and parking lots)
- Increase pedestrian/bicycle connectivity and crossings



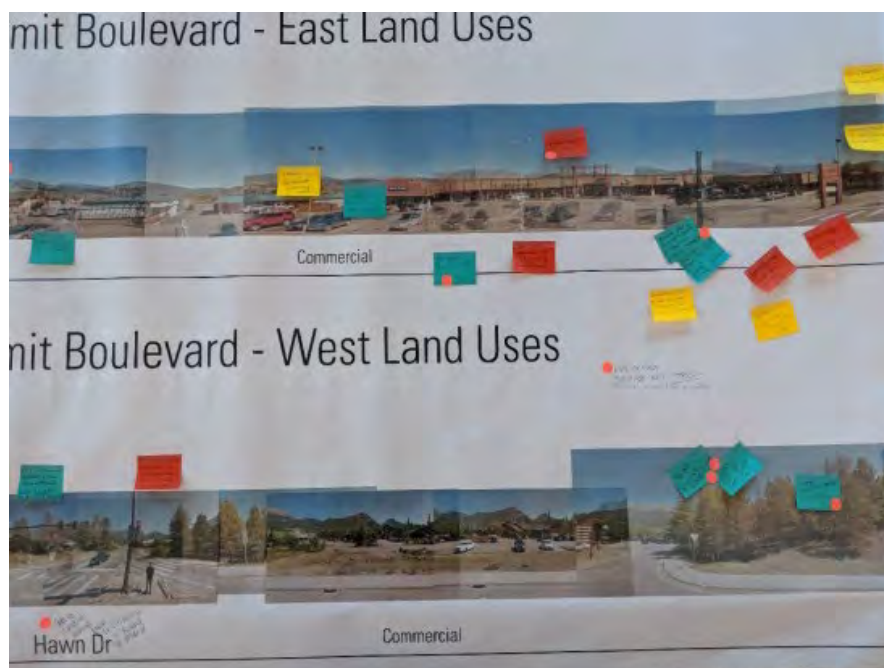
Summit Boulevard – Lakepoint Drive to Hawn Drive

- Enhance intersection lighting and signage
- Enforce trail etiquette and ordinances
- Encourage more commercial uses
- Address transient populations (e.g. panhandling)



Summit Boulevard – Hawn Drive to Lagoon Drive

- Discourage traditional “big box” stores
- Upgrade/enhance sidewalks and intersections
- Invest in wildlife habitat development, street medians
- Incentivize employee housing on second floors of commercial uses
- Maintain scenic views
- Invest in wayfinding signage on pathways/trails



Summit Boulevard – Lagoon Drive to School Road

- Preserve natural vegetation, protect wetlands
- Encourage community uses (e.g. community pool, affordable daycare)
- Invest in streetscape improvements
- Invest in pedestrian/bicycle connectivity and crossings

Summit Boulevard – School Road to Tenmile Creek

- Consider incentives for redeveloping land (e.g. old hospital site)
- Consider annexing county land into Frisco
- Increase safety of intersection crossing for schoolkids
- Invest in pedestrian/bicycle connectivity and crossings
- Invest in Summit and Main intersection, encourage better uses





Joint Community Resource Group and Planning Commission Meeting on Values and Vision, August 6, 2018

Event Summary

A group of around 30 people gathered at the Frisco Town Hall on Monday, August 6, 2018 to help define our shared community values. The meeting was hosted by the Town's Community development staff and facilitated by Summit local, Mike McCarthy who specializes in a collaborative, group facilitation method called Appreciative Inquiry.

Postcards, listing things people love about Frisco, had been filled out by 100 community members at previous public outreach events for the Community Plan Update. The postcards were distributed to participants in packs of 5. Then participants were then asked to pick out key words and themes they felt captured the essence of Frisco. Some of the key words that were shared out loud included:

- Access
- Welcoming
- Safe
- Authentic
- People
- Neighbors
- Charming
- Unique
- Local
- Outdoors
- Beautiful
- Small Town Feel

Participants were then asked to think about their own story, or experience while living in Frisco, that could help to connect with the values they feel make Frisco special and unique. People wrote down their stories, then shared them in small groups, and discussed them with the group at large. The groups then continued their progression by writing down the 2 or 3 values that are most important to them.

Once participants had written down their 2 or 3 most important values, participants reorganized into groups of 6 people. Each person took turns placing their values on post-it notes on a large flip chart.

Together the groups organized the values into categories by theme. They were then tasked with developing a title for each of the values represented by their group. The goal was for each group to produce 3 or 4 values to share with the larger group.

After sharing, each of the 3 or 4 value statements were combined on to the white board and grouped again by common themes. Participants then voted, by drawing a small dot, on the values they felt were most important.

Frisco's Values - Outcome Summary

These value statements provide the basis for our Community Plan goals, they help us to determine the core values that our resident's would like to protect and enhance.

History is Important

As the town moves to the future and change is inevitable, we need to be rooted in past and present.

Cherish History (*****)

Preserving and understanding our history while allowing or accepting change. Being thoughtful about our future, respectful of our past. It's guiding our future.

Identity (**)

- Main Street Character
- Marina
- Community pride
- Togetherness
- Families/ friends

Environmental Care (*****)

A community that is sustainable and cares and preserves the beauty and solitude of the nature that surrounds us

Environment (**)

- Beautiful scenery
- Water/ air quality
- Connection to environment
- Waste reduction
- Climate change

Healthy Living (****)

Promotion and access to open space, activities and healthy food to help bodies and minds flourish.

Frisco is a Home to Many

We care about our neighbors, visitors, and the whole of our community. We are locals and care about staying that way and our quality of life.

Connectivity – Community Connections (**)

- Families

- Long-time friends
- Trails/ walkability
- Know your neighbors
- Support
- To the outdoors and environment
- Citizens communicate with Council and the Town responds

Human Connection (*)

Building belonging and compassion for those that are in and of our community.

Sense of Community (*****)

- Supportive of each other
- Inclusive
- Caring about our neighbors
- Viewing each person as equal
- Humans are our most valuable resource

Came for the Nature, stay for the people.

The roots have trees but so do we.

Culture of Kindness (*****)

- Supporting others in need
- Celebrating together
- Pulling together during hard times
- Caring for our environment
- Active and engaged citizens

Community Balance (***)

Work towards providing the economic, recreational, and housing opportunities to achieve an active and sustainable balance for locals and part time residents.

Balance (*****)

- Open to change, but feel there are limits to preserve what we value and love
- Both Highway 9 and Main Street
- Locals and 2nd home owners

Thoughtful Ongoing Dialogue (***)

Inclusive community outreach to promote our collective consciousness.

This page has been intentionally left blank.



Focus Group on Frisco's Economy, Community Character Design and Land Use, and Housing Diversity Meetings Summary August 28, 2018

Focus Group Description: Three Focus Group meetings were conducted August 28th to inform the initial stages of understanding current conditions and to identify issues for the Frisco Community Plan. Approximately 60 subject matter experts and community members representing a variety of perspectives were invited to attend and provide their insight. Discussion sessions were organized around the following topics:

1. Frisco's Economics: Now and the Future
2. Community Design, Character and Land Use
3. Housing Diversity and Livability

Discussion Summary: Each topical focus group was provided a list of potential discussion items used to help direct conversation. The following summary combines the main discussion points of these three groups and captures the primary themes they expressed.

1. Frisco's Economics: Now and the Future

Frisco's economy has experienced sustained growth over the past 10 years.

- TOF has experienced record growth in sales tax revenue and more stability for the past 10 years. Government revenue growth shows the strength of the local economy.
- Sales tax trends reveal:
 - Businesses along Summit Blvd. are the greatest contributors (groceries).
 - Vacation rentals are growing while lodging is decreasing in revenue share.
 - Frisco has more variety in local businesses as compared to previous years.

Visitors are attracted to the feel of this community

- Frisco's identity as "low key", "real town" and "friendly" keeps visitors coming back.
- Retaining locals is key to continuing to provide services to visitors and maintaining Frisco's identity as a "real town". Projects like Peak One have contributed to retaining locals and keeping a strong sense of community.
- Visitor data and trends are difficult to track, but this data would be helpful to decision-making.

Frisco is the center of a larger community

- Frisco has a shared economy with other communities in Summit County. Frisco benefits as other communities prosper. Amenities and services of Frisco are centrally located and accessed by the region.
- Differences in opinion exist between how Frisco invests in its own economy versus surrounding communities in terms of housing, tourism and community services.

Many factors will influence Frisco's economic future:

- Cost of housing in Frisco and other communities.
- Infrastructure capacity and reaching build-out potential with no place to expand.
- Low wages that haven't risen like the rate of housing prices.
- Transportation and the I-70 corridor.



- Need to consider how we provide commercial space

A diverse economy is a sustainable economy.

- Frisco should plan to grow slow, balancing population growth and retaining character.
- Other industries or opportunities to diversify include; IT campus, health services, recreation technology, education campus and arts and culture.

2. Community Design, Character and Land Use

Frisco's character is defined by the people of Frisco's past and present community.

- Character isn't defined by buildings alone; people and social engagements bring character. Frisco's community creates a different identity from other mountain towns.
- Frisco's character is defined by diversity in ages, income levels and backgrounds. Many generations have left their finger prints on what Frisco is today. This diversity is important to maintain in the future as future individuals will shape the future character.

Frisco's history defines today's community design including:

- Preservation of the historic grid.
- Old cottages and residential character of the central core.
- History as a regional transit hub (still a regional transit hub).
- Views from Downtown. Views from peninsula look back at town.
- Few historic buildings remain that require action for preservation.

Frisco's community design is shaped by the surrounding natural environment.

- The surrounding ridgelines, water courses and bodies and natural ecosystems set natural limits on the town's development pattern.
- As growth continues, Frisco should plan for alternative modes of transportation to decrease the small land area's reliance on vehicles.
- More pathways to the natural environment are needed to incorporate this value

Character of the Main Street central core is an element to preserve.

- Character of the central core is described as "small town."
- Under today's development code, the central core could redevelop at higher density and building heights. This would be a significant character change.
- Maybe a thought that greater regulation, design review and height limits are along Main Street to imbue desired character, but with greater height directed to the side streets and areas adjacent to Main Street.
- The smaller scaled projects desired typically are a result of singular property ownership. More consolidated property ownership is the trend.
- Ground floor uses which encourage pedestrian vitality are not being enforced in the central core, decreasing the opportunities for community interaction. More land use opportunities which allow for "neighbors to run into each other" should be encouraged.
- Street trees contribute to a smaller-scale streetscape and friendlier pedestrian environment on the ground level.
- Small spaces for public gathering should be encouraged.
- New development tends to maximize development code allowances rather than be focused on good design.

Character of Summit Boulevard is an opportunity for change.

- Gateways are important introductions to the community
- Summit Blvd is the appropriate place for density in town. (Housing, mixed-uses, etc.)
- The roadway does not feel pedestrian friendly. Any opportunity to improve appeal for pedestrians would strengthen character.
- Views to parking fronting the roadway should not define the corridor in the future.

3. Housing Diversity and Livability

Housing diversity and services which support locals maintain a sense of community inclusivity.

- To be an inclusive community we must embrace the local workforce, families, and people of different ethnicities/cultures
- Vacancy of second homes detract from the feel of the community.
- Increasing housing options for locals working in Frisco is a must.
- Livability (and employee retention) is improved with increased options in daycare.
- Other elements to support livability include urgent care, access to affordable food, walkability, senior living and housing for emergency service workforce.

Trends affecting housing diversity in Frisco:

- Rise of free market housing prices.
- Population growth in Frisco, the surrounding region and Front Range.
- Increasing cost of construction.
- Today's calculations for AMI doesn't reflect all of Frisco's housing needs.
- The next market cycle will correct pricing inflation to some degree, however, pricing will likely continue to rise.
- Market rental rates are not matching costs to construct new units.
- Frisco is land locked with fewer opportunities to develop housing.
- There is a need for more housing in all categories.

Increasing housing diversity will only be achieved through multiple strategies.

- Incentives to convert short-term rentals to long-term rentals. (Frisco's property manager program is one example).
- Allowing for more ADU's.
- Zoning is a great tool to increase density in some areas to encourage housing.
- AMI formulas should be evaluated.
- Buy-down programs.
- Incentives to include units with redevelopments.
- Regional approach to housing solutions, while acknowledging people living and working in the same place builds community.
- Homes built to last and with energy efficiency

Elements of the Community Plan

Participants from all Focus Group Meetings indicated the following possible elements of the Community Plan require the most emphasis:

- Mobility and Transportation
- Recreation and Tourism
- Land Use and Density
- Affordable Housing
- Economic Diversity/Sustainability
- Environment and Sustainability (Snow, Water and Climate Change)
- Parks, Trails and Open Space
- Community Design and Character



The following elements received less support as areas for emphasis in the Community Plan:

- Natural and Cultural Resources
- Historic Preservation
- Strategic Growth
- Hazard Mitigation
- Capital Improvements
- Water Supply and Conservation
- Government Efficiency/Transparency
- Energy

Next Steps: The key themes and ideas that emerged in the Focus Group meetings provide valuable insight for themes which will be tested in the upcoming community open house.



Focus Group on Community Design and Walkability Summary September 18, 2018

Summary of quotes from our 08/28/2018 Focus Group on Community Design, Character, and Land use:

close-knit community
diverse and inclusive
make sure we're growing in the right direction
growth without loss of character - responsible development
preserve our character, preserve our views, preserve our history
not much history left to preserve
need to look at creative opportunities for adaptive re-use
built environment is dictated by our natural environment
preserve our connection to nature
the alleys have become caverns
loss of eclectic-ness
had a railroad crossing now Wal Mart is our crossroads
need to create an experience along Summit Boulevard: build a there, there
need to encourage diverse commerce
Main Street - how commercial do we want to be?

Design Walk Summary

West Main Street

- Area is disconnected from East Main Street due to land use, and setback patterns (i.e. stretches of residential development, post office's landscaping, wide ROW, setback and elevation of first floor level on newer projects)
- Need to recognize creating an extension of East Main (with buildings up to the sidewalks and commercial vitality) may not be possible in a 10 to 20 year time frame. Need to build upon what we have.
- Celebrate the Ten Mile Creek and existing trailhead. Create opportunities to interact with the river. Enhance the kayak park. Create a destination.
- Utilize the wide ROW by creating a linear park that flows into Town and draws people along West Main. Art walk, recreational path, water feature, etc.
- Need to incentivize maintaining commercial along West Main in order to extend Main Street.

Galena Street and Granite and Galena Alleys

- Need to protect "historic density" in order for preservation of historic structures to work.
- Galena Street has a different feel than Granite. Galena still has history worth preserving. Need to protect differences, lower density along Galena.



- Bulk plane along Alleys should be examined to prevent walls of development creating cavernous, wind tunnels along the alley (i.e. Condos off Main, Town Centre, Bears Den).

East Main Street

- Good example of the bulk plane working is the Rivers/Century 21/Backcountry Apothecary building (Mountain Commerce Exchange Bldg). Second and third floor residential are separated and removed from pedestrian and traffic on Main St.

Summit Boulevard

- Pedestrian connections between Main and Summit Blvd need to be “knitted back together”
- Ten Mile Creek should be a recreation pathway link from West Main all the way to Summit Blvd.



Community Open House on Parks Meeting Summary November 11, 2018

Meeting Description: A community open house on parks was held on November 8, 2018. The purpose of this meeting was to gain community insight on the challenges and opportunities at each of our parks with an emphasis on smaller, neighborhood parks. Presentation materials were designed to inform and elicit comments from the public on each of the following parks: Pioneer Park, Walter Byron, Meadow Creek, Community Center Park, Old Town Hall Park, Triangle Park, Post Office Park, Kayak Park, and Peak One Park.

The following information is a summary of the main themes and discussion points represented at the meeting.

Overall Themes

Frisco's citizens value access to high quality recreational experiences.

- Frisco has natural assets including surrounding landscape, trails, and world class skiing. Recreation facilities should be designed to strengthen and diversify the amenities available here.
- Frisco should continue to reinvest in and enhance our existing park facilities with a broad range of new, innovative amenities that keep up with current trends.
- Park facilities should be maintained and upgraded to achieve a high level of quality, safety, aesthetic appeal, and function.
- Strive to provide safe and convenient access to all parks and recreation facilities. New facilities should be coordinated with the Trails Master Plan to ensure appropriate connections and access.

Local parks are an important part of our community fabric.

- Parks and facilities should be designed, built, and managed to create spaces for community gathering and promote social interaction, as appropriate for each park.
- Park facilities and amenities should utilize consistent visual cues (signage, site furnishings, and maintenance standards) to communicate public accessibility to users.
- Signage and hardscape elements should communicate linkage to the larger park network.
- New developments should dedicate appropriate space for trails and recreation facilities necessary to meet the needs of the development and its future users.
- Park programming should be consistent with the park's character.
-

Frisco is the center of a larger community.

- Frisco should coordinate with other agencies (i.e. USFS, Summit County) to meet community park, trails, open space, and recreation needs in a cohesive and efficient manner.

Specific Park Themes and Ideas

Pioneer Park:

- Quiet character defined by tennis courts and forested, natural area.
“Highlight the tennis courts and showcase the quiet nature of the park.”
- Strong support for maintaining as a natural oasis and adding a nature play area with possible connection to the small wetland area. Some support for a basketball court.
- Needs upgraded signage and site furnishings. Landscaping should be opened up to make park more inviting. Pedestrian connections should be improved.

Walter Byron:

- Park is viewed as a place for active recreation, social gatherings, and more developed park amenities.
- Strong support for improved restrooms, community gathering space, improved playground with updated amenities. Develop additional seating along the river.
- Some support for improved water interaction (fishing pier on pond, kayaking, etc)
- Add interpretive signage to wetlands to keep out disturbance and designate Kayleigh’s Pond for more active water uses.

Meadow Creek:

- Character somewhat defined by surrounding uses (transfer center). Use appears to be primarily shorter duration/pass-through in summer and ice hockey in winter.
- Programming to increase year round usage and perception of safety – eyes on the park.
- Hockey users were supportive of lights, better ice, and boards. Possibly a warming hut/restroom facility.
- Adding a dog park to increase use and perception of safety (has limitations).

Community Center and Old Town Hall Pocket Parks:

- Primarily seen as an underutilized gathering space or passive use park for sitting, reading, talking with friends. Areas of refuge for Main Street visitors. Parks need to develop a new identity.
- Some support for affordable housing:
“The land is too valuable for an uninteresting pocket park next to an old, outdated building.”
- Most people commented that both parks feel too private. Revamping of the hard and softscape to promote feeling of openness and develop into a more of an urban plaza.
- Multiple people posed the idea that the 3rd Avenue right of way be converted to a green space or plaza.
- Possible location for farmer’s market or beer garden.

Triangle Park:

- Current character defined by entry feature. Viewed as a gateway to the community and Main Street. Sets tone and expectation for Main Street visitors.
- General comments are it is an attractive and appropriate entry feature.
“Keep open and uncluttered as gateway to Main Street.”
- Support for adding more art, and redesigning entry feature to allow more room for landscaping/park features. Work on this park should be scheduled to coincide with the completion of intersection improvements by CDOT in 2020.



Post Office Park:

- A garden oasis on Main Street. This area is appreciated and enjoyed by users passing through to the post office.
- Some support for connecting to the trail along the creek, demonstration garden, and adding picnic tables.

Kayak Park:

- Somewhat unknown by many community members.
- Strong support for programming to promote and better utilize the park and create opportunities for engagement with the river. Kayak demos, toy boat races, kids play area (during low flows), deck overlook.
- This area is viewed as an important gateway to Main Street and should be upgraded with welcoming signage and landscaping.
- Improve pedestrian connectivity between park, parking area and Main Street.

Peak One Park:

- Viewed as a private, neighborhood green space. Most commented that it should be maintained as an open lawn area, possibly adding a small playground for neighborhood use.

This page has been intentionally left blank.

Joint Community Resource Group & Planning Commission Meeting on Plan Policies and Goals Summary January 23, 2019

Meeting Description: The Community Resource Group (CRG) and Planning Commission (PC) met on January 23, 2019 for a discussion on the proposed goals and guiding principles for the Community Plan update. Approximately 16 people attended this meeting, including six members of the Planning commission. In addition to the discussion on goals and guiding principles, the consultant team gave an update on the following topics:

1. Land use capacity analysis
2. Market observations – baseline data and trends
3. Parking strategies
4. Connectivity analysis

Guiding Principles and Goals





Guiding Principles

- Are the high level vision for the Town
- Represent overall core values
- The final plan will include goals, policies, and implementation strategies to support these values

Land Use/Market Analysis

- Frisco's identity as "low key", "real town" and "friendly" keeps visitors coming back.
- Retaining locals is key to continuing to provide services to visitors and maintaining Frisco's identity as a "real town". Projects like Peak One have contributed to retaining locals and keeping a strong sense of community.
- Visitor data and trends are difficult to track, but this data would be helpful to decision-making.

Frisco is the center of a larger community

- Frisco has a shared economy with other communities in Summit County. Frisco benefits as other communities prosper. Amenities and services of Frisco are centrally located and accessed by the region.
- Differences in opinion exist between how Frisco invests in its own economy versus surrounding communities in terms of housing, tourism and community services.

Many factors will influence Frisco's economic future:

- Cost of housing in Frisco and other communities.
- Infrastructure capacity and reaching build-out potential with no place to expand.
- Low wages that haven't risen like the rate of housing prices.
- Transportation and the I-70 corridor.
- Need to consider how we provide commercial space

A diverse economy is a sustainable economy.

- Frisco should plan to grow slow, balancing population growth and retaining character.
- Other industries or opportunities to diversify include; IT campus, health services, recreation technology, education campus and arts and culture.

2. Community Design, Character and Land Use

Frisco's character is defined by the people of Frisco's past and present community.

- Character isn't defined by buildings alone; people and social engagements bring character. Frisco's community creates a different identity from other mountain towns.
- Frisco's character is defined by diversity in ages, income levels and backgrounds. Many generations have left their finger prints on what Frisco is today. This diversity is important to maintain in the future as future individuals will shape the future character.

Frisco's history defines today's community design including:

- Preservation of the historic grid.
- Old cottages and residential character of the central core.
- History as a regional transit hub (still a regional transit hub).

- Views from Downtown. Views from peninsula look back at town.
- Few historic buildings remain that require action for preservation.

Frisco's community design is shaped by the surrounding natural environment.

- The surrounding ridgelines, water courses and bodies and natural ecosystems set natural limits on the town's development pattern.
- As growth continues, Frisco should plan for alternative modes of transportation to decrease the small land area's reliance on vehicles.
- More pathways to the natural environment are needed to incorporate this value

Character of the Main Street central core is an element to preserve.

- Character of the central core is described as "small town."
- Under today's development code, the central core could redevelop at higher density and building heights. This would be a significant character change.
- Maybe a thought that greater regulation, design review and height limits are along Main Street to imbue desired character, but with greater height directed to the side streets and areas adjacent to Main Street.
- The smaller scaled projects desired typically are a result of singular property ownership. More consolidated property ownership is the trend.
- Ground floor uses which encourage pedestrian vitality are not being enforced in the central core, decreasing the opportunities for community interaction. More land use opportunities which allow for "neighbors to run into each other" should be encouraged.
- Street trees contribute to a smaller-scale streetscape and friendlier pedestrian environment on the ground level.
- Small spaces for public gathering should be encouraged.
- New development tends to maximize development code allowances rather than be focused on good design.

Character of Summit Boulevard is an opportunity for change.

- Gateways are important introductions to the community
- Summit Blvd is the appropriate place for density in town. (Housing, mixed-uses, etc.)
- The roadway does not feel pedestrian friendly. Any opportunity to improve appeal for pedestrians would strengthen character.
- Views to parking fronting the roadway should not define the corridor in the future.

3. Housing Diversity and Livability

Housing diversity and services which support locals maintain a sense of community inclusivity.

- To be an inclusive community we must embrace the local workforce, families, and people of different ethnicities/cultures
- Vacancy of second homes detract from the feel of the community.
- Increasing housing options for locals working in Frisco is a must.
- Livability (and employee retention) is improved with increased options in daycare.
- Other elements to support livability include urgent care, access to affordable food, walkability, senior living and housing for emergency service workforce.

Trends affecting housing diversity in Frisco:

- Rise of free market housing prices.



- Population growth in Frisco, the surrounding region and Front Range.
- Increasing cost of construction.
- Today's calculations for AMI doesn't reflect all of Frisco's housing needs.
- The next market cycle will correct pricing inflation to some degree, however, pricing will likely continue to rise.
- Market rental rates are not matching costs to construct new units.
- Frisco is land locked with fewer opportunities to develop housing.
- There is a need for more housing in all categories.

Increasing housing diversity will only be achieved through multiple strategies.

- Incentives to convert short-term rentals to long-term rentals. (Frisco's property manager program is one example).
- Allowing for more ADU's.
- Zoning is a great tool to increase density in some areas to encourage housing.
- AMI formulas should be evaluated.
- Buy-down programs.
- Incentives to include units with redevelopments.
- Regional approach to housing solutions, while acknowledging people living and working in the same place builds community.
- Homes built to last and with energy efficiency

Elements of the Community Plan

Participants from all Focus Group Meetings indicated the following possible elements of the Community Plan require the most emphasis:

- Mobility and Transportation
- Recreation and Tourism
- Land Use and Density
- Affordable Housing
- Economic Diversity/Sustainability
- Environment and Sustainability (Snow, Water and Climate Change)
- Parks, Trails and Open Space
- Community Design and Character

The following elements received less support as areas for emphasis in the Community Plan:

- Natural and Cultural Resources
- Historic Preservation
- Strategic Growth
- Hazard Mitigation
- Capital Improvements
- Water Supply and Conservation
- Government Efficiency/Transparency
- Energy

Next Steps: The key themes and ideas that emerged in the Focus Group meetings provide valuable insight for themes which will be tested in the upcoming community open house.



COMMUNITY WORKSHOP: SUMMARY

March 6, 2019

5:00pm-7:00pm

Frisco Adventure Park Day Lodge

Overview

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

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

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

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

General Comments

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

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

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

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

GP1: VIBRANT NEIGHBORHOODS AND 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, welcoming vibe are what define the community. As Frisco grows, this character should be maintained with livable neighborhoods dispersed throughout the town, engaged community, and healthy small businesses. Moving forward, the Town should focus on maintaining this character by preserving old structures and engaging residents and visitors through community events, programs, and events.

Goals and Preliminary Policy Directions

GOAL 1.1: DESIGN GATEWAYS AND PUBLIC SPACES TO SUPPORT AND ENHANCE FRISCO'S UNIQUE MOUNTAIN TOWN CHARACTER.

- Enhance community entrances through gateway redevelopment (Summit Boulevard and West Main) that is aesthetically appealing, inviting to visitors, and that reflects the history and vision of Frisco.
- Enhance the Summit Boulevard corridor to promote a cohesive community image.
- Increase access to Ten-Mile Creek.

GOAL 1.2: REINFORCE THE ROLE OF MAIN STREET AND THE TOWN CORE AS THE HEART OF THE COMMUNITY.

- Maintain Frisco's historic street grid to retain the character and walkability of the town core.
- Encourage infill and redevelopment that complements, rather than competes with, the character, scale, and massing of historic structures.
- Design and orient buildings to maintain view corridors from public rights of way—streets, sidewalks, alleys, and parks.
- Encourage the introduction of housing above or behind retail spaces along Main Street, as well as along Granite and Galena, to help support the vitality of downtown while maintaining a retail focus.

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

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

Where We Are Today

- West Main gateway lacks definition and vitality, making downtown begins and ends.
- There is growing concern over displacement of ground floor commercial by residential and office uses.
- The Town lacks a clear policy on historic preservation.
- Vacant land is limited, but much of Frisco is zoned for greater development densities than what is on the ground today.
- Infill and redevelopment is changing the character of Frisco's older single-family neighborhood.

What We've Heard

- "Frisco's history defines today's community design"
- "Preserve our historic grid"
- "Maintain existing height on Main Street and scenic views"
- "Vibrant small town character is key"
- "Character of Main Street is central our identity"
- "Frisco's character is defined by Frisco's past and present community"
- "DO NOT NEED TO BE OVERLY HISTORIC BUT WE WANT TO MAINTAIN THE CHARACTER"
- "We are interested in historic preservation and want to see more historic buildings in Frisco"
- "The town of Frisco has a unique character and we want to see it maintained"
- "The town of Frisco has a unique character and we want to see it maintained"

Town of Frisco | Community Workshop

frisco community

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

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

EXAMPLE - RESIDENTIAL LOW DENSITY (RL) ZONING DISTRICT
 Existing Context: Predominantly single-family homes on 10,500 sf lots

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

EXAMPLE - RESIDENTIAL HIGH DENSITY (RH) ZONING DISTRICT
 Existing Context: Predominantly single-family homes on 10,500 sf lots

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

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

Changes are acceptable as shown
 (7 red dots)

Evaluate Density
 (5 green dots, 1 red dot)
 Why are we making it so hard to get the density zoning?

More robust bulk and massing standards
 (2 green dots)

More restrictive lot coverage and/or setback limitations
 (1 red dot, 5 green dots)

Other techniques to enhance compatibility (please note your suggestions below)
 NO 50% maximum on ground floor (low story)

Should the Town take a stronger stance on historic preservation? Place a green dot below for "yes" or red dot for "no."
 (10 green dots)
 More preservation needed to be considered. We should have more historic preservation. (low story)
 I like the idea but parking is already an issue with North Tenmile
 Get the Town Hall and Post Office off Main Street

Town of Frisco | Community Workshop

Tenmile Creek

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

Gateways to Frisco

- General Comments:
 - Traffic circles are great! They are much more efficient at moving traffic.
 - Pedestrian safety is a concern at this intersection – need underpass or iconic pedestrian bridge
 - We are feeling overwhelmed! It's so busy everywhere all the time
 - Is the gateway high enough for a semi, etc.?? How about an elk on either side of "Frisco" reared up on their heels holding up the gateway still keep pillars, though
 - Stop washing the rocks. Come up with a better plan for the Hwy 9 median
 - Need to coordinate with CDOT's project, see recent meeting
 - Need stop sign from Whole Foods going toward Hwy 9 at new gas station allow traffic
 - To flow freely from right turn at first light at Lusher – very dangerous now!
 - Plant trees all the way down Main!
 - The town is too busy. Stop all the events. We don't need any more visitors. Save our small town.
 - Sidewalk and plowing along west side of Summit Blvd. north to County Commons
- Should the town pursue design improvements to the town's two gateways to provide a better sense of arrival into Frisco?³
 - Yes – 15 dots
 - No – 0 dots

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

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

Gateways to Frisco

CONCEPTUAL RENDERING FOR IMPROVED GATEWAY AT SUMMIT BOULEVARD AND LUSHER COURT/DILLON DAM ROAD

West Main is Frisco's other arrival point from I-70. This entry is via West Main, and is a more direct route to downtown/Main Street, however it, too, lacks a sense of arrival. Ideas for improvement include:

CONCEPTUAL RENDERING OF WEST MAIN GATEWAY FEATURE LOOKING TOWARD DOWNTOWN

Should the town pursue design improvements to the town's two gateways to provide a better sense of arrival into Frisco? Place a green dot below for "yes" or a red dot for "no".

Town of Frisco | Community Workshop

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

Activating Tenmile Creek

PLAN VIEW OF POTENTIAL BUILDING, PLAZA, AND BRIDGE AT THE CREEK'S EDGE

CONCEPTUAL RENDERING LOOKING ACROSS THE CREEK AND BRIDGE AT POTENTIAL DEVELOPMENT

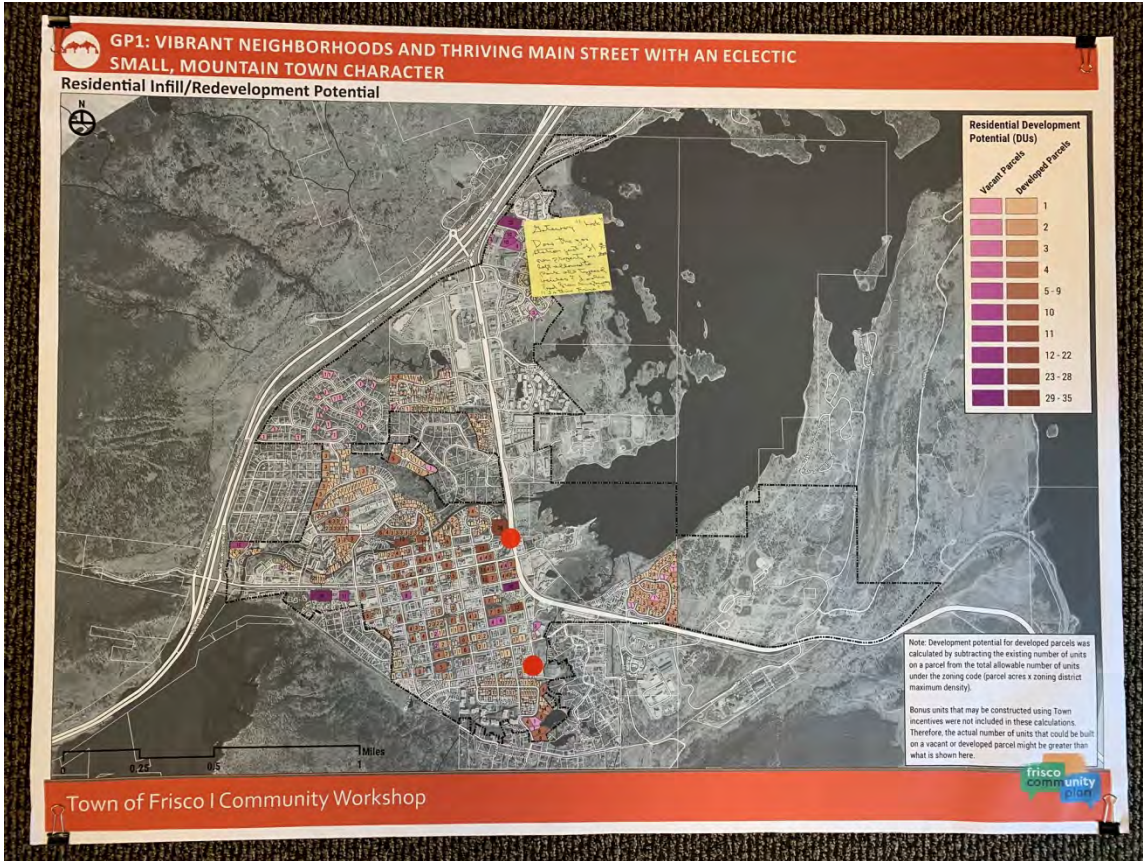
Should the town pursue a redesign of the existing bridge (or feasibility study for new bridge) to enhance the western gateway into town? Place a green dot below for "yes" or red dot for "no".

Should the town pursue a partnership to develop a new building and plaza at the creek edge on town property? Place a green dot below for "yes" or red dot for "no".

Town of Frisco | Community Workshop

Residential Infill/Redevelopment

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



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

Goals and Preliminary Policy Directions

GOAL 1.4: PROTECT THE CHARACTER AND LIVABILITY OF FRISCO'S NEIGHBORHOODS.

- Ensure new housing is compatible with adjacent properties and neighborhood.
- Work with neighborhood residents and property owners to minimize the impacts of short-term rentals on full-time residents.
- Invest in targeted improvements (e.g., trail connections, bike paths, sidewalks) that enhance the safety and quality of life of residents.

Residential Infill/Redevelopment Potential

Frisco has few vacant parcels for development. As a result, the majority of future residential development in Frisco will occur through infill and redevelopment. The Residential Infill/Redevelopment Potential map illustrates where the potential for additional residential development exists under current zoning. Additional capacity may be achieved through density bonuses.

RESIDENTIAL DEVELOPMENT CAPACITY: VACANT LAND

Potential Dwelling Units by Zoning District, 2018

Zoning District	Potential Dwelling Units
Residential Single-Mousehold PUD	32
Residential Low Density	19
Residential Moderate Density	16
Residential Moderate Density PUD	15
Residential High Density PUD	12
Gateway	14
Central Core	54
Mixed-Use	14
Mixed-Use PUD	14

RESIDENTIAL DEVELOPMENT CAPACITY: VACANT LAND + INFILL/REDEVELOPMENT

Current vs. Potential Dwelling Units by Residential Zoning District, 2018

Zoning District	Sum of Current DUs	Sum of Potential DUs
CC	200	200
ML	100	100
MLP	100	100
MLP2	100	100
MLP3	100	100
MLP4	100	100
MLP5	100	100
MLP6	100	100
MLP7	100	100
MLP8	100	100
MLP9	100	100
MLP10	100	100
MLP11	100	100
MLP12	100	100
MLP13	100	100
MLP14	100	100
MLP15	100	100
MLP16	100	100
MLP17	100	100
MLP18	100	100
MLP19	100	100
MLP20	100	100
MLP21	100	100
MLP22	100	100
MLP23	100	100
MLP24	100	100
MLP25	100	100
MLP26	100	100
MLP27	100	100
MLP28	100	100
MLP29	100	100
MLP30	100	100
MLP31	100	100
MLP32	100	100
MLP33	100	100
MLP34	100	100
MLP35	100	100
MLP36	100	100
MLP37	100	100
MLP38	100	100
MLP39	100	100
MLP40	100	100
MLP41	100	100
MLP42	100	100
MLP43	100	100
MLP44	100	100
MLP45	100	100
MLP46	100	100
MLP47	100	100
MLP48	100	100
MLP49	100	100
MLP50	100	100

- Approximately 20 acres of vacant land remaining with potential for residential development.
- Potential for 200+/- new dwelling units on vacant parcels.
- Most capacity exists within Gateway, Central Core, and Mixed-Use areas.
- 323 residential lots are built at densities lower than what is allowed by current zoning.
- Most of these lots are located in areas zoned R-L, R-H, and R-M (res. low through high).
- Potential for more than 1,000* new dwelling units if all town lots were built to maximum density.

*Not including potential bonus units available through incentives.

How well do the goals and preliminary policy directions for GP1 align with your vision for Frisco ("1 - not well at all" to "5 - very well")? Place your dot below to indicate where you land on the scale.

1 2 3 4 5

Town of Frisco | Community Workshop

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

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

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

General Comments

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

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

- Yes – 5 dots
- No – 0 dots

Comments Regarding the Summit Boulevard Gateway Area

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

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

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

What kinds of uses make sense to encourage?

- Workforce Housing – 9 dots
- Local Retail – 5 dots
- Offices – 2 dots

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

- Food and Dining – 6 dots
- Service/Industrial – 1 dot
- General Comment:
 - Work with Safeway/Walmart and existing businesses to add affordable housing on top of existing buildings
 - Double sided retail on Meadow Drive with walk thru for pedestrian access from Walmart to Whole Foods

GP2: A SUSTAINABLE ECONOMY WITH DIVERSE, YEAR-ROUND OPPORTUNITIES

A Mixed Use and Connected Summit Boulevard Gateway Area

Legend:

- EXISTING TRAIL CONNECTION
- PROPOSED TRAIL CONNECTION
- EXISTING CROSBALK
- POTENTIAL ROUNDABOUT AND GREENWAY IMPROVEMENTS
- POTENTIAL TRAIL CONNECTION
- POTENTIAL ROUNDABOUT AND GREENWAY IMPROVEMENTS
- POTENTIAL DEVELOPMENT OPPORTUNITY
- POTENTIAL PEDESTRIAN PLAZA OR TREE CONNECTION

DIAGRAM OF POTENTIAL DEVELOPMENT, CONNECTIONS AND GATEWAY IMPROVEMENTS

In order to encourage use of pedestrian and bike paths in this area (and throughout the town), the idea of creating “nodes of refuge” is presented. These mini-plazas could be located along pathways and at important connection points and could include:

- 1 Wayfinding signage so users can orient themselves and plan their route safely.
- 2 Benches for resting.
- 3 Bike racks.
- 4 Pedestrian-Scaled Lighting.

What kinds of uses make sense to encourage in this area?

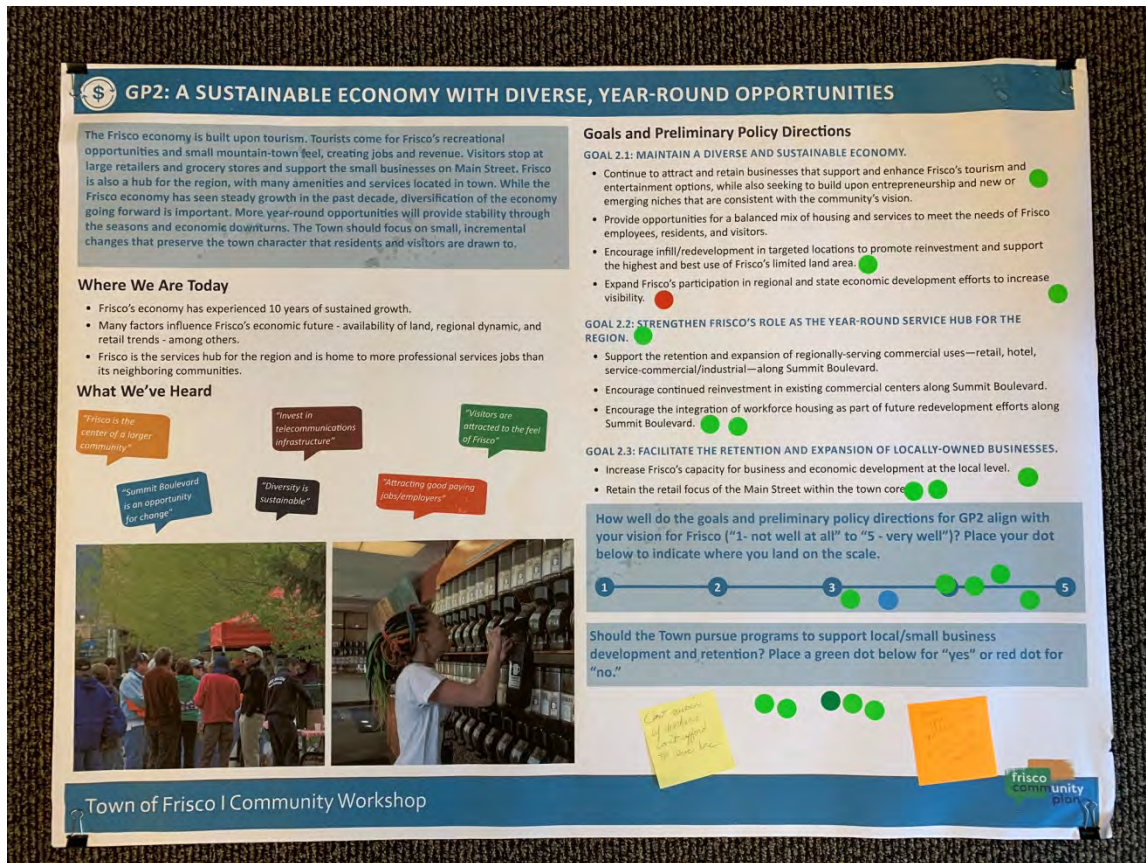
<p>Workforce Housing</p> <p>6 dots</p>	<p>Food and Dining</p> <p>6 dots</p>
<p>Local Retail</p> <p>6 dots</p>	<p>Service/Industrial</p> <p>1 dot</p>
<p>Offices</p> <p>6 dots</p>	

Is creating a new connection from Frisco Station to the Transit Center important to you? Place a green dot below for “yes” or red dot for “no”.

2 green dots

Town of Frisco | Community Workshop

frisco community plan



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

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

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

General Comments

- Senior housing
- Assess surcharge for non-resident homeowners who do not participate in community and use energy
- Strict vetting for dead residential units – only allow 1 unit per owner
- Incentives for existing building/owners to add affordable rental units
 - Add apartments over Safeway and Walmart - example

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

- It would be good to try to minimize STR by trying to get owners to want to do LTR for locals. Incentives?
 - There is already a program that does this – housing work initiative through Summit Foundation
- Do not turn Frisco into a Breck! If zoning change adversely affects a developer – compensate them. But limit development, height, density, etc. Keep Frisco, Frisco!
- Massive need for affordable rental units – apartment buildings

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

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

Where should workforce/affordable housing be prioritized in Frisco?

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

GP3: HOUSING OPPORTUNITIES AND ROBUST COMMUNITY SERVICES FOR WORKERS AND RESIDENTS

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

Goals and Preliminary Policy Directions

GOAL 3.1: ENHANCE FRISCO'S INCLUSIVENESS AS A COMMUNITY THAT INCLUDES FULL-TIME RESIDENTS, SECOND HOMEOWNERS, BUSINESSES AND VISITORS.

- Develop programs that keep housing costs attainable for the local workforce.
- Develop a diverse portfolio of workforce housing options to support a broad range of needs—type, rental vs. ownership, and price points—at the community and neighborhood level.
- Collaborate with community partners and the private sector to expand the reach of affordable housing efforts.
- Stimulate the increase of production and creation of affordable housing through town policies, incentives, and regulatory procedures.
- Local businesses maintain a reliable and sustainable workforce base through partnerships with businesses, governments, nonprofits, etc.) tax benefits, deed restrictions, and the retention of affordable housing options.
- Write on retaining existing housing for locals through a buy-down program as an alternative to new construction.

GOAL 3.2: FACILITATE ACCESS TO A WIDE RANGE OF COMMUNITY SERVICES TO MEET THE NEEDS OF THE COMMUNITY.

- Provide high level Town services, and maintenance of public infrastructure.
- Partner with non-profits that provide services to residents and businesses.
- Promote opportunities for participation and engagement opportunities for town staff, government officials and residents.
- Improve collaboration with local businesses, recreation, and special interest groups.
- Encourage participation in regional planning efforts for transportation, public health, and hazard mitigation.

Where We Are Today

- As of 2018, the median sales price of a home in Frisco has increased to \$695,000, well above what is considered affordable for households in the area.
- Gross rents have also increased significantly since 2000.
- As of January 2019, there were 172 workforce housing units in Frisco. There is the potential to add up to 30 units through upcoming projects. However, this is well below the 560 units the Summit County Housing Needs Assessment calls for to meet demand.
- The Town has a number of tools in place to support workforce housing and continues to work closely with Summit County and other regional partners to address its housing needs.

What We've Heard

"Housing diversity supports locals and maintains our sense of identity"

"Need multiple strategies to make an impact"

"High cost of living/housing one of Frisco's biggest challenges"

"Assess savings for non-workforce homeowners who do not participate in community housing programs"

"Must embrace the local workforce, families and people of different ethnicities"

"Increasing housing options for our workforce is a must"

"Street lighting for local neighborhoods"

"Daily maintenance of local infrastructure"

"Local businesses maintain a reliable and sustainable workforce base through partnerships with businesses, governments, nonprofits, etc.) tax benefits, deed restrictions, and the retention of affordable housing options."

"Write on retaining existing housing for locals through a buy-down program as an alternative to new construction."

"Stimulate the increase of production and creation of affordable housing through town policies, incentives, and regulatory procedures."

"Local businesses maintain a reliable and sustainable workforce base through partnerships with businesses, governments, nonprofits, etc.) tax benefits, deed restrictions, and the retention of affordable housing options."

"Write on retaining existing housing for locals through a buy-down program as an alternative to new construction."

How well do the goals and preliminary policy directions for GP3 align with your vision for Frisco ("1- not well at all" to "5- very well")? Place your dot below to indicate where you land on the scale.

Town of Frisco | Community Workshop

GP3: HOUSING OPPORTUNITIES AND ROBUST COMMUNITY SERVICES FOR WORKERS AND RESIDENTS

Where should the Town prioritize its efforts related to workforce/affordable housing? Place a green dot on the approach you think should be the top priority.

Where should workforce/affordable housing be prioritized in Frisco? (Use the dots or sticky notes provided to share your ideas.)

Adopt a strategic housing plan with benchmarks, unit quantity goals, and metrics (e.g., strive to house 60% of the local workforce within the Town)

Regulatory Incentives (e.g., bonus density - permits a developer to increase the maximum allowable development on a site in exchange for affordable housing)

Regional partnerships/collaboration

Stronger requirements for new development

Other thoughts on housing? Please record on the sticky notes provided and place below.

Town of Frisco | Community Workshop

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

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

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

General Comments

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

General comments on the LTS Map

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

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

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

- Galena needs to be graded, drained with sidewalk

Do you have comments/suggestions on the preliminary recommendations?

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

GP4: A WELL-CONNECTED, MULTIMODAL TRANSPORTATION NETWORK THAT ENCOURAGES ACTIVE USES

2018 Parking Study Key Findings
VEHICLE PARKING FOR MORE THAN TWO HOURS
 Vehicles parked on-street for long durations limit parking opportunities for anyone visiting Main Street. Lengthy vehicle stays are especially prevalent on the east side of downtown.

Overall Average: 31%
 Main Street: 19%
 Side Streets: 37%

AVERAGE OCCUPANCY
 Average occupancy is low throughout downtown but more vehicles are observed parking on the east side. Time of day is also a factor, with fewer people parking in the morning and more in the afternoon/evening.

Average Summer Occupancy: 52%
 Average Winter Occupancy: 46%

PRELIMINARY PARKING RECOMMENDATIONS
 Based on the results of the Parking Study, the Town is working with a Task Force to evaluate potential implementation of these and other recommendations:

- Begin enforcement of Main Street time limit
- Install signage directing drivers to west end of downtown
- Notify drivers of public lot at 3rd and Granite (Sabatini Lot)
- Implement three hour time limit on any block adjacent to a Summit Stage st
- Launch public information campaign to help Main Street businesses guide employees to use low-occupancy parking areas

Do you have comments/suggestions on the preliminary recommendations? Please record on the sticky notes provided and place below.

Town of Frisco | Community Workshop

GP4: A WELL-CONNECTED, MULTIMODAL TRANSPORTATION NETWORK THAT ENCOURAGES ACTIVE USES

Which of the streets leading in to the Central Core should be prioritized for multimodal enhancements (e.g., bike lanes, sidewalk improvements)?

Which streets or street segments leading into the Central Core should retain a more informal street cross-section (e.g., dirt shoulders, lack of sidewalks) in the future?

For both questions, use the blue markers provided to indicate specific blocks. If you agree with a location that has already been identified, add a green dot; if you disagree, add a red dot.

WHAT TYPES OF MULTIMODAL ENHANCEMENTS "FIT" DIFFERENT CROSS-SECTIONS?
 Right of way widths vary in different parts of the Central Core. As a result, opportunities for multimodal enhancements will vary by location. The cross-sections at left depict conceptually the types of multimodal improvements that could be accommodated based on available right of way.

EVALUATING THE NEED FOR FUTURE STREET IMPROVEMENTS
 The informal character of some of the streets leading into the Central Core contributes to the character of the surrounding neighborhoods, while the dirt or gravel shoulders also allow for snow storage, pedestrian traffic, and parking.

Town of Frisco | Community Workshop

GP4: A WELL-CONNECTED, MULTIMODAL TRANSPORTATION NETWORK THAT ENCOURAGES ACTIVE USES

Frisco is a small, compact town where schools, parks and trailheads, restaurants, shops, and other businesses are located close-by. Year-round walking and biking paths, along with bus routes, must enable residents and visitors to reach destinations without an automobile. Supporting these modes of transportation, creating off-road connections, and reducing gaps in the walking, biking and transit network will alleviate parking needs and congestion and promote active lifestyles. Transportation and parking planning is also necessary around the weekend and seasonal influx of automobiles and visitors.

Where We Are Today

- The Town adopted a comprehensive Trails Master Plan in 2017.
- A parking inventory and an analysis of parking occupancy was completed in 2018.
- The Town is currently evaluating potential updates to the parking regulations and enforcement.
- Gaps in the sidewalk and trail network remain, particularly in areas surrounding the Central Core.
- The Town is actively working with Summit County, CDOT, and many other partners to enhance connectivity to other destinations in the region.

What We've Heard

- "Need for a comprehensive transportation plan"
- "Better sidewalk connectivity, safe crossings for Summit Blvd"
- "Interest in adding electric vehicle charging infrastructure"
- "Frisco streets sometimes serve as skier parking for Copper"
- "Utilize the wide right-of-way"



Goals and Preliminary Policy Directions

GOAL 4.1: PROVIDE A SAFE AND EFFICIENT MULTIMODAL TRANSPORTATION SYSTEM

- Establish a comprehensive Transportation Master Plan.
- Adopt street design standards that include safe and attractive non-motorized transportation accommodations to guide future investment.
- Manage parking resources in downtown to promote the efficient use of available spaces.
- Establish traffic control and management protocols for special events/seasonal peaks.
- Place a higher priority on non-car options for moving around town.



GOAL 4.2: PROMOTE WALKING, BICYCLING, AND OTHER ALTERNATIVE MODES OF TRAVEL

- Improve the safety and attractiveness of non-vehicular travel along Summit Boulevard.
- Prioritize high-traffic corridors within the Central Core for the construction of more developed, urban sidewalk systems.
- Maintain the Town's paved recreational pathway system.
- Enhance connections to neighborhoods, commercial areas, and the County-wide recreational pathway system.
- Explore Frisco Flyer-type shuttle for around town movement.

GOAL 4.3: CONTINUE TO EVALUATE TRANSPORTATION OPTIONS FOR FRISCO RESIDENTS AND VISITORS

- Strengthen Frisco's voice in regional transportation 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.



Town of Frisco | Community Workshop

GP4: A WELL-CONNECTED, MULTIMODAL TRANSPORTATION NETWORK THAT ENCOURAGES ACTIVE USES

Level of Traffic Stress

Level of Traffic Stress (LTS) is a rating of how comfortable roadways are for cyclists and pedestrians on a scale of 1 (most comfortable) to 4 (unsafe), based on traffic speeds, the availability and condition of sidewalks or trails, and a variety of other factors.



Town of Frisco | Parks Community Meeting

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

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

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

General Comments

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

GP5: AN ACTIVE, INVITING PLACE WITH A MULTITUDE OF RECREATION OPPORTUNITIES

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

Where We Are Today

In addition to the Community Plan, the Town has numerous plans and studies in place to help inform future investments to its parks, trails, and recreational amenities:

- Frisco Bay Marina Master Plan (2018)
- Trails Master Plan (2017)
- Peninsula Recreation Area Charrette (2017)
- Parks Master Plan (2001)

Based on these efforts, the Town has made recent investments in a new skatepark, expansion of the disc golf course, a boulder climbing area, and numerous trail improvements to name a few. Other major improvements planned include an expansion of the Nordic Center in 2020.

Goals and Preliminary Policy Directions

PROVIDE ACCESS TO HIGH QUALITY, DIVERSE RECREATIONAL AMENITIES THAT BENEFIT BOTH RESIDENTS AND VISITORS.

- Support the role of neighborhood/community parks as places for neighbors and community members to gather and celebrate together.
- 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.
- Maintain and upgrade existing park facilities to achieve a high level of quality, safety, aesthetic appeal, and function.

GOAL 5.2: OFFER DIVERSE PROGRAMS AND EVENTS THAT SUPPORT AN ACTIVE AND HEALTHY LIFESTYLES.

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

How well do the goals and preliminary policy directions for GP5 align with your vision for Frisco ("1- not well at all" to "5- very well")? Place your dot below to indicate where you land on the scale.

1 2 3 4 5

Town of Frisco | Community Vision

frisco unity plan

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

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

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

General Comments

- Make sure water quality is addressed.
- Does financial gain from our tourism offset the environmental impacts through mitigation? Enhancement, upgrades
- Ban single-use plastic bags!
- The Town can play a key part in educating re: moose, trail etiquette, etc.
- Main Street is not so great for bikes – people ride on the sidewalks! And no good crossing pattern from Marina

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

- Encourage xeriscaping. No grass! Native plants!
- What can we do about all the people camping by Rainbow Lake in the summer? Their trash and waste is everywhere!
- Wild fire needs to be addressed; Flood – no – personal problem
- Sheer numbers are overwhelming. Trampling, single track (Rainbow) now looks like a 2 lane road


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

- Yes – 19 dots
- No – 2 dots

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

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

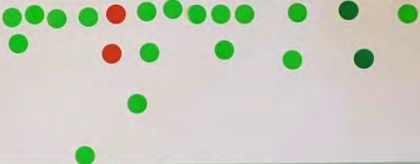
GP6: PROTECTION OF THE NATURAL RESOURCES THAT DEFINE AND SUPPORT FRISCO



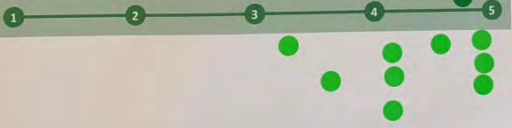
GOAL 6.3: MINIMIZE RISKS TO PROPERTY, INFRASTRUCTURE, AND LIVES FROM NATURAL HAZARDS AND DISASTERS.

- Continue to collaborate with regional partners on efforts to implement the Community Wildfire Protection Plan (CWPP) and Summit County All-Hazards Mitigation Plan.
- 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.


Should the Town adopt countywide climate action goals currently under development (e.g., 100% renewable energy target)? Place a green dot for "yes" or red dot for "no."




How well do the goals and preliminary policy directions for GP6 align with your vision for Frisco ("1 - not well at all" to "5 - very well")? Place a green dot below to indicate where you land on the scale.



Should the Town require (rather than incentivize) sustainable development practices for all new development? Place a green dot for "yes" or red dot for "no."



Town of Frisco | Community Workshop



GP6: PROTECTION OF THE NATURAL RESOURCES THAT DEFINE AND SUPPORT FRISCO

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

Where We Are Today

The Town works actively with regional partners on initiatives that promote the protection of the community's natural resources and a more sustainable future. Some of the more recent and ongoing efforts include:

- Summit Community Climate Action Plan work underway
- Frisco Clean Tracks Action Plan (2018)
- Frisco Water Conservation Plan (2018)
- Analysis of water need for buildout (2017)

What We've Heard

- "Frisco's community design is shaped by the surrounding natural environment"
- "More pathways to the natural environment are needed"
- "Recognize that the park system provides important ecological functions"
- "Make sure water quality is addressed"
- "Don't let financial goals override the environmental and recreational opportunities"
- "More trails"
- "Encourage use of native plants and species that protect and enhance Frisco's biodiversity and wildlife habitat"
- "Educate residents and visitors about strategies to reduce potential wildlife conflict situations and discourage activities that may attract wildlife"

Goals and Preliminary Policy Directions


GOAL 6.1: PROTECT AND PRESERVE THE QUALITY AND HEALTH OF THE NATURAL ENVIRONMENT IN FRISCO AND THE SURROUNDING AREA.

- Protect and enhance surface and ground water quality in Lake Dillon, Ten Mile Creek, and other locations.
- Encourage the use of alternative modes such as transit, walking, and bicycling, for local and regional trips.
- Work collaboratively with regional partners on efforts to maintain and enhance air quality in Summit County.
- Work with the USFS, Summit County, and other partners to preserve the undeveloped character of the mountains and forest that surround Frisco as future annexations occur.
- Encourage the use of native plants and species that protect and enhance Frisco's biodiversity and wildlife habitat.
- Educate residents and visitors about strategies to reduce potential wildlife conflict situations and discourage activities that may attract wildlife.

GOAL 6.2: LEAD BY EXAMPLE ON EFFORTS TO ADVANCE COMMUNITY SUSTAINABILITY AND THE REGION'S ABILITY TO PREPARE FOR AND ADAPT TO THE IMPACTS OF CLIMATE CHANGE.

- Expand waste reduction and recycling rates within the Town organization and the community as a whole.
- Expand the use of alternative energy sources, water conservation measures, and other sustainable development practices in Town facilities and operations.
- Incentivize the use of green building practices for all new development.
- Educate residents, businesses, and visitors on sustainable practices.
- Establish parameters to improve the resilience of Town infrastructure as part of routine improvements and upgrades.

Town of Frisco | Community Workshop





Joint Community Resource Group & Planning Commission Meeting to Review Final Draft of Plan Summary, June 26, 2019

Meeting Description: The Community Resource Group (CRG) and Planning Commission (PC) met on June 26, 2019 for a discussion on the final draft of the Community Plan update. Approximately 18 people attended this meeting, including six members of the Planning commission and planning staff.

The following information is a summary of the main themes and discussion points represented at the meeting.

Overall Themes

Complete Streets/Bicycling

- Show future scenario of separated bike lane on Galena should not be sharrow in future (show alternative in plan to allow different option in future)
- Would prefer bike traffic off Main Street
 - More bike parking/gateways to encourage people to park their bike then walk to Main Street
 - Make this a recommendation in plan

Historic Preservation

- Historic Inventory should be made a priority. Identify what is really worth keeping; there is a difference between “historic” and “old”
- Stop providing incentives and make mandatory; provide more weight in document on historical preservation
- Historic Resources outside town limits should be recognized and celebrated (such as coke ovens on Recpath)
- More signage/information to incorporate a narration of historic features so people recognize and understand it better

Housing Component

- Lake Hill should be added to action items
- Reference the annexation information in the Three Mile Area Plan

This page has been intentionally left blank.



Community Open House on Draft Plan Meeting Summary, July 11, 2019

Meeting Description: On Thursday, July 11, 2019, from 4:00 – 7:00 pm staff hosted an Open House for community members to review and provide feedback on the final draft of the Community Plan Update. The meeting was held at the First and Main Building, located at 108 East Main Street, and the Thursday evening Concert in the Park was taking place next door at the Historic Park. Participants were asked to view presentation boards and share their feedback on the Community Plan’s Guiding Principles, proposed policies, and action items. Approximately 40 community members attended and provided feedback.

Public Comments

Guiding Principle 1

- 1.2 – Follow Brecks example of increasing number of bike trails
- 1.4D – Walkability on Granite too please

Guiding Principle 1 Implementation Strategies

- 1.1-c – Consider making main street “pedestrian only”
- 1.2-b – When the Dam Rd and I70 close – dealing with the backup of traffic onto Summit Blvd
- 1.3-a – So many new builds to maximize lots tower over town. Consider impact on character of town
- 1.3-b – And availability to all income levels
- 1.5-a – prepare a comprehensive “Useable” Inventory of historic resources

General Comments:

- Prevent housing density from becoming over crowded. We don’t want “Breck” Crowding
- Please make a plan to keep town cute and stop the huge and ugly projects
- Emergency plan for hosing homeless families

Guiding Principle 2

- Work on the Fireworks! BOOM

Guiding Principle 2 Implementation Strategies

- 2.2-a – Cell and internet services during high capacity affects safety and tourism

Guiding Principle 3 Strategies

- 3.1-a – Maintain consistent standards through Town

- 3.2-a – Move beyond email as communication – social Pres

General Comments:

- Transit center needs to be re-thought, move away from Basecamp residence
- Charge for CMC, grayhound, Bustang, for us
- Bustang and transit center ought to be as good/quiet as stage bus
- More clean energy requirement for bustang/grahounds
- Mental health services and physical health services should be its own goal/guiding principle
- Cell service in town is not reliable and needs to be addressed

Guiding Principle 4

- 4.1 – Consistent bike rules state wide. Idaho – stop dismount at crosswalks etc.
- 4.1 General – enforce rules on overnight parking and time limits if you are going to have them
- 4.2 – Connect bike paths across highway 9 without crosswalks (bridge or raise 10 mile creek bridge)
- 4.3 –RT 9 is not very tough to cross

General Comments:

- Let's explore strategies to get people out of their cars / reduce the number of people who drive here from the Front Range. Educate the Front Range about alternative transportation options and make it more expensive to drive with paid parking and congestion pricing. Partner with the Summit County Climate Action Collaborative and CDOT to execute this.

Guiding Principle 4 Strategies

- IF better path this isn't needed
- Last time no one used the flyer
- 4.1-f – And on other streets
- 4.2-c – Continue trail in Peninsula, ground fat bike trails in winter
- 4.2-d – Plow or groom paths through town
- 4.3-a – How can the Town use this area to keep people here for economic benefits?

General Comments:

- Biking down Main Street is a bit scary
- Bike lane on Granite
- Plan for Traffic breaking up onto Summit Blvd when I70 and Dam close with Lake Hill

Guiding Principle 5

- Pickle ball infra like Silverthorne. Dedicated Pickle Ball Facility
- Pretty darn good! Over all. RT 9 is now though tough in Summer ☹️
- Bridge underpass over Hwy 9 and groom Peaks Trail

Guiding Principle 5 Strategies

- 5.1-b –Meadow Creek need the most help & priority
- 5.1-c – Groom for Fat Bikes on Penn - with Dogs
- 5.1-d – Report cost of this plan vs benefit
- 5.1-f – Add to MTB trail network

General Comments:

- Can true locals get discount Nordic passes
- Zipline peninsula
- Consider mental health as part of plan
- Additional SUP Launch on lakeshore
- Meadow Creek Becomes a dog park to keep the “rif”raff” dwellers down
- Need a dedicated “dog park”
- Nordic center ski loop for skiers and dogs
- No dogs (or a leash law) on the new beach at marina
- Create a “highway” access from marina into lake for rowing/sup/kayak access. Currently this is not enough room for someone rowing to pass (needs 10 feet) to row properly) through moored boats

Guiding Principle 6 Strategies

General Comments:

- Reduce single (eliminate) use plastic at the marina bar
- Create a program for locals to bring reusable mugs to Town Events/Bars/restaurants
- Town water to the tax
- Pollution plan needs to review bustang/grayhound
- Groom town trails to ski/fat bike, don’t let them dominate the winter
- More trash recycling at events (4th of july)
- Hire a full time sustainability coordinator! This is an important work and residents support the Town dedicating the time and money to prioritize it

Over all General comments:

- Look at the back of Frisco Station



- Frisco needs plan for homeless shelter and support for mental illness

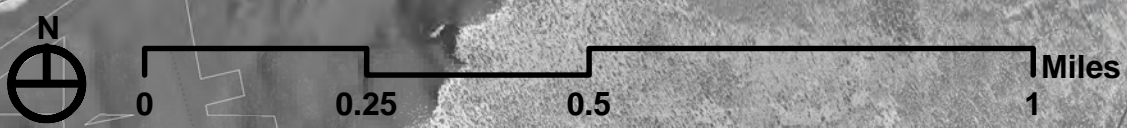
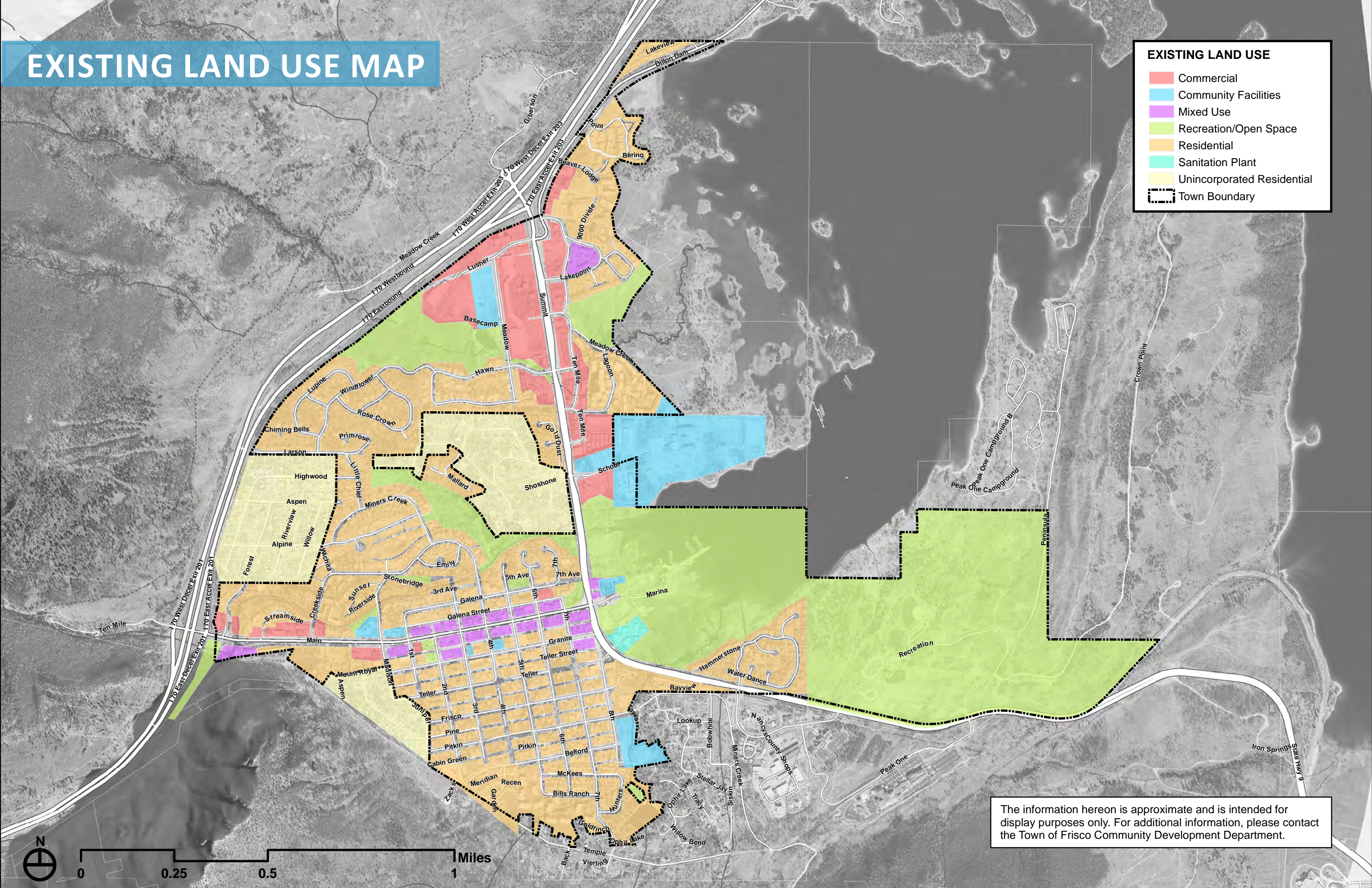
APPENDIX C:

REFERENCE MAPS

EXISTING LAND USE MAP




EXISTING LAND USE

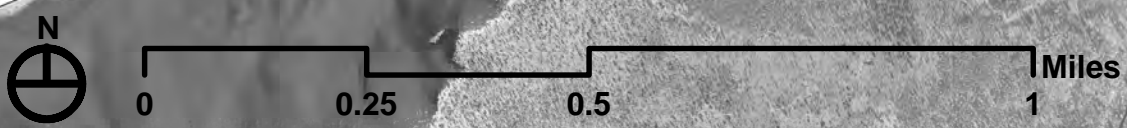
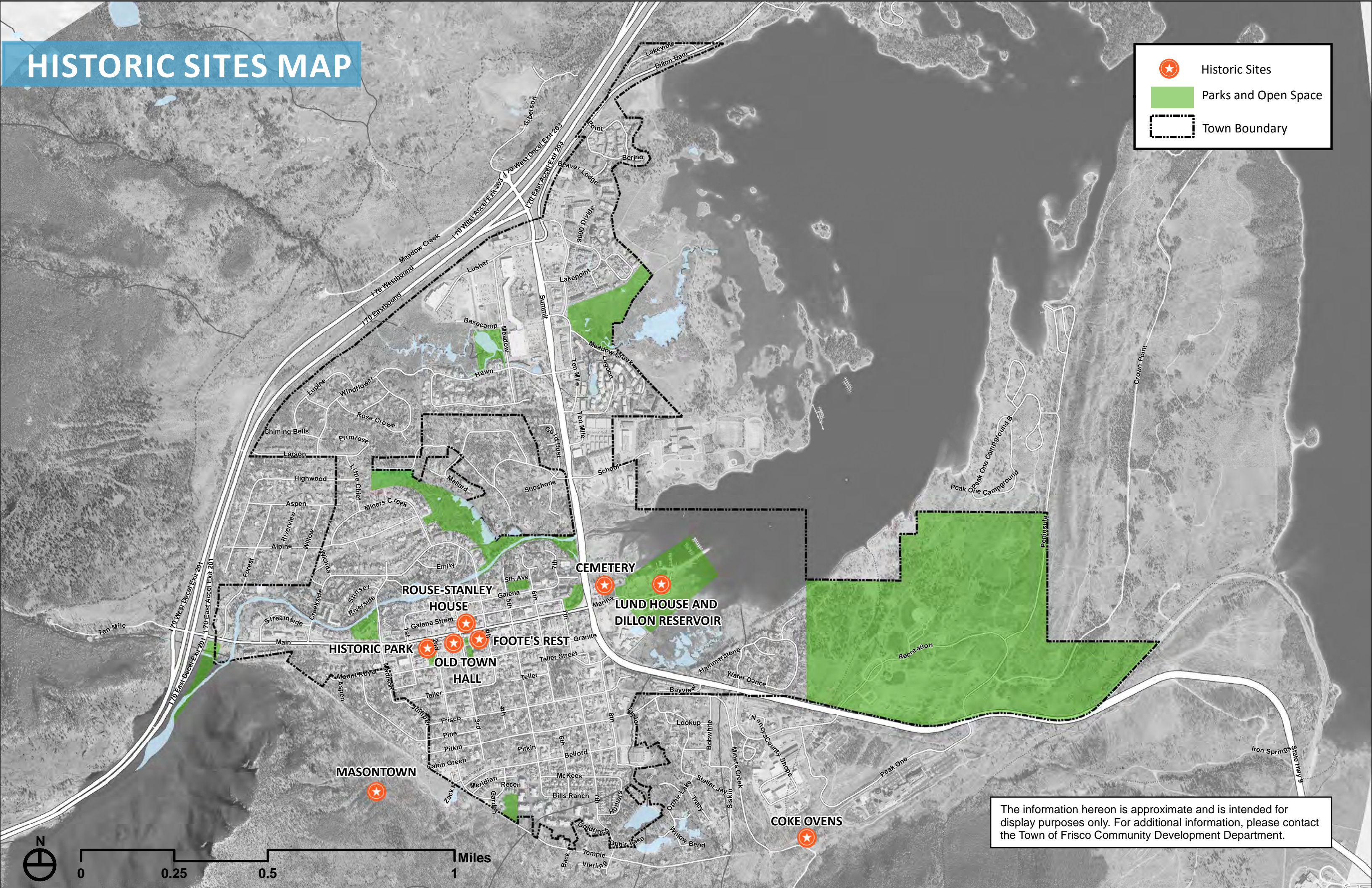
- Commercial
- Community Facilities
- Mixed Use
- Recreation/Open Space
- Residential
- Sanitation Plant
- Unincorporated Residential
- Town Boundary



The information hereon is approximate and is intended for display purposes only. For additional information, please contact the Town of Frisco Community Development Department.

HISTORIC SITES MAP

-  Historic Sites
-  Parks and Open Space
-  Town Boundary



The information hereon is approximate and is intended for display purposes only. For additional information, please contact the Town of Frisco Community Development Department.

Attachment 3

Community Plan Adoption

Letter from Frisco Station

FRISCO STATION CONDOMINIUM OWNERS ASSOCIATION

July 9, 2019

Ms. Susan Lee
Town of Frisco
1 Main Street
P.O. Box 4100
Frisco, CO 80443

Sent Via Email to: susanl@townoffrisco.com

Re: Frisco Community Plan

Dear Ms. Lee:

By way of introduction, I serve on the Board of the Frisco Station Commercial Owners Association along with George Swintz, who has shared with the Board details on the Frisco Community Plan for Summit Boulevard.

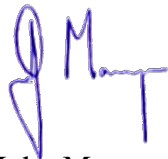
We had the opportunity to share the plan with the members of our Owners Association at our annual meeting on June 19, 2019.

While the basic elements of the plan – such as the pedestrian/bike trails along Summit Boulevard, the proposed landscaping, and the cohesive nature of the proposed signage and lighting – were well received by both the Board and the Association, we found it deeply disturbing that the plan proposed increased heights and density of the parcels in front of Safeway, Frisco Station and Wal-Mart to accommodate three-story and larger-footprint buildings – which, if constructed, would effectively screen the existing properties from Summit Boulevard. We would also want to review a traffic engineering study regarding a roundabout at the intersection of Lusher Court and Summit Boulevard before endorsing that concept.

It is a fact that visibility to street traffic is the primary element of a successful retail property. Reducing the visibility of these buildings would decrease retail sales and consequently the Town's sales taxes gleaned from these properties. Reduced visibility of these properties would also negatively affect their value, resulting in lower property tax revenue to the Town.

On behalf of the Frisco Station Commercial Owner's Association, please allow this letter to serve as our objection to these elements of the Frisco Community Plan, which would impact our retail sales and diminish the viability of our shopping center.

Sincerely,
Frisco Station Condominium Owners Association



John Maragon
Board Member

Attachment 4

Community Plan Adoption Presentation



Town Council August 13, 2019



Agenda

- Public Outreach and Process
- Strategic Plan and Community Plan
- Recent Public Outreach and Input
- Plan Highlights
- Next Steps



Public Outreach and Process

1

Community Kick-off and Focus Group Meetings

Data Collection and Analysis
July – November 2018



2

Policy Framework and Opportunity Areas Outreach and Analysis

December 2018 – June 2019



3

Draft Plan Development

June 2019 – July 2019



4

Plan Adoption

August 2019



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



GP1: 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

Strategic Plan Alignment



The background image shows a street scene with buildings, trees, and a clear sky. Overlaid on this are six goal pillars, each with a circular icon and a list of bullet points.

- GP1: Inclusive Community** (Icon: Mountain range with buildings)
 - Gateways and public spaces
 - Main Street and historic preservation
 - Summit Boulevard
 - Workforce housing
 - Residential neighborhood character
 - Historic resources
- GP2: Thriving Economy** (Icon: Dollar sign with circular arrows)
 - Economic diversity and sustainability
 - Regional service and economy
 - Business retention and development
- GP3: Quality Core Services** (Icon: Park bench)
 - Infrastructure
 - Community services
 - Civic engagement and partnerships
- GP4: Mobility** (Icon: Bus)
 - Safety and efficiency
 - Multimodal transportation
 - Pedestrian and bicycle infrastructure
 - Regional connections
 - Parking management
- GP5: Vibrant Recreation** (Icon: Mountain range)
 - Programs and activities
 - Parks, recreation, and open space
 - Active and healthy lifestyles
 - Year-round trail access and connections
- GP6: Sustainable Environment** (Icon: Water drop)
 - Protection of the natural environment
 - Community sustainability
 - Hazard mitigation

Recent Public Outreach and Input

Parks Meeting November and Recent Park Master Plans

- Added Recreation Map and Park listing to better comply with State requirements

Open House on July 11

- New policy encouraging **home based businesses and remote workers**
- New policy to encourage private investment in improvements to **Cellular service and capacity (3.1C)**

Joint CRG and PC Meeting on June 26

- Strengthened policy language for **historic preservation** including **resources outside the town boundaries**, when these resources add to the sense of character and tell the story of Frisco.

Plan Highlights

CHAPTER 3: POLICY FRAMEWORK

Establishes the overall policy foundation for the Community Plan. Includes goals and policies to support community priorities relative to each of the six guiding principles, and provides more detailed direction as to how these priorities will be carried out through day-to-day decision-making.

Guiding Principles, Goals, and Policies



CHAPTER 4: GROWTH FRAMEWORK

Includes a Town-wide land use plan and area-specific policies to guide future growth and development in Frisco, including land use, design, and provision of infrastructure and services.

Future Land Use Plan



Area-Specific Policies



CHAPTER 5: ACTION PLAN

Outline specific actions the Town will take, either alone, or in collaboration with others, to support the implementation of the Community Plan.

Action Strategies



Plan Amendments



APPENDICES

Includes a background report on existing conditions, community input summaries, and supporting Master Plans adopted by the Town.

A: Community Profile

B: Community Input Summaries

C: Reference Maps

Next Steps

- Thank you!



MEMORANDUM

P.O. BOX 4100 U FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL

FROM: KATIE KENT, PLANNER

RE: RESOLUTION 19-27, A RESOLUTION APPROVING THE TOWN OF FRISCO FORM OF RESIDENTIAL HOUSING COVENANT AND NOTICE OF LIEN, AND AUTHORIZING ITS USE TO REPLACE ANY EXISTING SIMILAR COVENANTS.

DATE: AUGUST 13, 2019

Summary and Background: At a June 11, 2019 Town Council worksession, Staff presented potential revisions to the Town of Frisco's Residential Housing Restrictive Covenant and Notice of Lien document. The purpose of the work session was to evaluate an alternative method for calculating permitted resale price. If determined to be appropriate by the Town Council, the Town's existing deed restrictions could be amended to adopt an alternative methodology for calculating the allowable maximum resale price, and the alternative methodology would be used in new deed restrictions for affordable workforce housing developments moving forward. Further modifications were proposed as clean-up items and also discussed to receive Town Council feedback.

Town Staff notes that the goals of any modification to the deed restrictions shall be to keep the buyer's price in the same or similar affordable range as when the unit was previously purchased, allow the seller flexibility in price allowing for competition among sellers and encourage capital investment while also promoting upkeep and maintenance of the units. Any modifications approved will not be automatic changes to deed restrictions, property owners would be required to opt-in to the proposed new covenant.

At the June 11, 2019 worksession, Town Council requested Staff bring the proposed modifications forward to a future Town Council meeting proposing a timeline for potential buyers to qualify prior to allowing an increased spread in Area Median Income (AMI).

Proposed changes to the Restrictive Covenant do not affect the seller's affordability. The AMI designated in the existing covenant for a property will remain the same when determining the resale calculation. However, a buyer's affordability is proposed to be increased by up to twenty percent (20%) if after thirty (30) days, there is no proposed buyer who is employed within the Town of Frisco.

For example, a covenant stating there is a 100% AMI on a two-bedroom property will not be permitted to sell for greater than the rate established by the SCHA for a two-bedroom unit at 100% AMI. For thirty (30) days, the property may be sold or contracted for sale only to a "Resident" who earns their living from a business operating in the Town of Frisco. After thirty

(30) days, the property may be sold or contracted for sale to a buyer who earns no more than 120% AMI. Even if a property is sold to a buyer who earns 120% AMI, the resale calculation is still based on the sale price for a 100% AMI Unit.

Analysis: Proposed changes to the Residential Housing Restrictive Covenant and Notice of Lien document are attached to this staff report. The below comments correlate to this Covenant:

Ø Article I, Definitions

- Added definition for: “Authorized Lessee”.
- “Eligible Household”: the AMI will need to be inserted on a case by case basis based on what the existing AMI for that property is.
- “Purchase Price”: deleted a portion of the definition referencing furniture costs being deducted as this cannot feasibly be performed by SCHA.
- “Qualified Capital Improvements”: definition added.
- “Resident”: removed language permitting the SCHA or Town to grant exceptions to applicants.

Ø Article VIII, Resale of the Property

- Section 8.2: insert language to address “spread” for a twenty percent (20%) increase in buyer qualification.
- Section 8.2: insert priority for a Resident who earns his or her living from a business operating in the Town of Frisco.
- Section 8.3: Maximum Resale Price is the same as was proposed in June with a few revisions made for clarity.

Attached as Exhibit B within the proposed covenant is the Town of Frisco Qualifying Capital Improvement Summary. This document outlines the capital improvements which may be included in a unit’s Maximum Resale Price and includes an associated depreciation schedule. The Summary also states how an owner may request QCIs be added to the Maximum Resale Price.

Town Council Considerations:

- Does the Town Council want a twenty percent (20%) spread for buyer’s affordability as drafted in the Restrictive Covenant? Or would Town Council prefer it be amended to ten percent (10%) or thirty percent (30%)?
- Does the Town Council want to include a thirty (30) day priority for residents employed within the Town of Frisco?
- Does the Town Council support the Qualifying Improvement Summary (Restrictive Covenant, Exhibit B)?

Financial Impact: Adoption of the attached resolution will have no financial impact to the Town of Frisco. The proposed modifications to the Town of Frisco’s Residential Housing Restrictive Covenant and Notice of Lien document do not have direct financial impact to the Town of Frisco. Property owners who want to opt-in to the new restrictive covenant will be charged an application fee to the Town of Frisco to cover staff processing time and the cost of recording the new covenant in the Summit County Clerk & Recorder’s office. The intent of modifying the maximum resale calculation and allowing permitted capital improvements shall have financial considerations to homeowners of deed restricted units.

Alignment with Strategic Plan: The 2019-2020 Strategic Plan, adopted May 28, 2019, includes the strategic priority of “Inclusive Community”. Within this priority, it is noted:

Description: An inclusive community includes families of all backgrounds and income levels, where diverse interests and ideas are welcomed; a community striving to ensure there are a variety of housing options, childcare, and educational opportunities for its residents; a community where vibrancy abounds and its leaders consider the impact of their decisions from social equity, environmental, and economic perspectives.

Additionally, it is stated:

- Goal: Strengthen Affordable Housing Deed Restrictions Covenants*
- Ø Present options to Town Council considering alternatives and impacts*
 - Ø Adopt optional program for residents in deed restricted housing*

The proposed modifications to the Town of Frisco's Residential Housing Restrictive Covenant and Notice of Lien document enhance the inclusive community priority through ensuring the Town maintains a variety of housing options for its residents. The proposed modifications are consistent with the Strategic Plan and the Town Council's priorities.

Staff Recommendation: Based on the information contained in this report, it is recommended the Town Council make a motion to adopt the attached Resolution, "Resolution 19-27, A Resolution approving the Town of Frisco Form of Residential Housing Covenant and Notice of Lien, and authorizing its use to replace any existing similar covenants.

Reviews and Approvals:

Bonnie Moinet, Finance Director
Nancy Kerry, Town Manager

Attachments:

1. Resolution 19--27, A Resolution approving the Town of Frisco Form of Residential Housing Covenant and Notice of Lien, and authorizing its use to replace any existing similar covenants
2. Proposed Residential Housing Restrictive Covenant and Notice of Lien
3. June 11, 2019 Staff Report and associated documents

Attachment 1

RESTRICTIVE COVENANT
WITH PROPOSED MODIFICATIONS

**RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF LIEN
FOR UNIT __, OF _____,
TOWN OF FRISCO,
SUMMIT COUNTY COLORADO**

This Residential Housing Restrictive Covenant and Notice of Lien for Unit __, of _____, _____, Summit County, Colorado, (this "Restriction,") is made this ____ day of _____, 20__, by _____, a (hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, Declarant is the Owner of that certain real estate located in the County of Summit, State of Colorado, and legally described as follows: Unit __, of _____, _____, according to the plat thereof now on file in the Office of the Clerk and Recorder for Summit County, Colorado, under Reception No. _____ (hereinafter referred to as the "Property"); and

WHEREAS, pursuant to the terms of the approval of the _____ Development Application, Declarant is required to execute and record this Restriction.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall hereafter be held, sold, and conveyed subject to the following covenants, restrictions, and conditions, all of which shall be covenants running with the land, and which are for the purposes of ensuring that the Property remains available for purchase and occupation by persons residing and working in Summit County, Colorado, as moderately priced housing, and protecting the value and desirability of the Property, and which covenants, restrictions, and conditions shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the Owner of the Property, the Summit Combined Housing Authority, the Town, and Declarant.

ARTICLE I
DEFINITIONS

- 1.1. Definitions. The following words, when used in this Restriction, shall have the following meanings and the use of capitalization or lower case letters in references to the following terms shall have no bearing on the meanings of the terms:

A. "Area Median Income" or "AMI" means the median annual income for Summit County, Colorado, (or such next larger statistical area calculated by HUD that includes Summit County, Colorado, if HUD does not calculate the area median income for Summit County, Colorado, on a distinct basis from other areas), as adjusted for household size, that is calculated and published annually by HUD (or any successor index thereto acceptable to the Town or SCHA in its reasonable discretion). If current AMI data pertaining to the date of sale of the Property is not yet available as of the date the sale price is calculated, then the most recent data published by HUD shall be used in its place.

B. "Authorized Lessee" means a person approved by the Town who meets the definition of a Resident Eligible Household and who leases the property pursuant to the limitations of section 7.2 of this Restriction.

BC. "Dependent" shall mean a person, including a spouse of, a child of, a step-child of, a child in the permanent legal custody of, or a parent of, a Resident, whose principal place of residence is in the same household as such Resident, and who is financially dependent upon the support of the Resident. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as amended.

CD. "Eligible Household" means a household earning not more than _____ percent (____%) of the AMI and that has been approved by either the SCHA or the Town so as to allow for the execution by the SCHA or Town of the form of approval set forth in Section 5.3 of this Restriction. A household's income for purposes of determining whether such household meets this definition of eligibility shall be determined at the time of purchase or, if applicable, commencement of leasehold occupancy. For purposes of the determination of the number of people that constitute a household under this definition, any Resident or Dependent spouse of a Resident who is pregnant at the time of the determination of whether a household meets the income limitation provided in this definition shall be deemed to be two (2) people.

DE. "First Mortgage" means a Mortgage which is recorded senior to any other Mortgage against the Property to secure a loan used to purchase Property.

EF. "Household" means one or more persons who intend to live together in the premises of a dwelling unit as a single housekeeping unit, but does not mean a group of four (4) or more persons unrelated by blood, adoption or marriage.

FG. "HUD" means the U.S. Department of Housing and Urban Development.

GH. "Maximum Resale Price" means that maximum Purchase Price that shall be paid by any purchaser of the Property, other than the initial purchaser who acquires the Property from Declarant, as determined in accordance with the provisions of Section 8.3 of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Property.

H. "Mortgage" means a consensual interest created by a real estate mortgage, a deed of trust on real estate, or the like.

I. "Mortgagee" means any grantee, beneficiary, or assignee of a Mortgage.

J. "Owner" means the record owner of the fee simple title to the Property.

L. "Purchase Money Mortgage" means a Mortgage given by an Owner to the extent that it is: (a) taken or retained by the seller of the Property to secure all or part of the payment of the Purchase Price; or (b) taken by a person who by making advances, by making a loan, or by incurring an obligation gives value to enable the Owner to acquire the Property if such value is in fact so used.

M. "Purchase Price" shall mean all consideration paid by the purchaser to the seller for the Property, but shall EXCLUDE any proration amounts, taxes, costs and expenses of obtaining financing, ~~cost of furnishings or personal property~~, lenders fees, title insurance fees, closing costs, inspection fees, real estate purchase and/or sales commission(s) or other fees and costs related to the purchase of the Property but not paid directly to Seller.

N. "Qualified Capital Improvements" means those improvements to a Property performed by the Owner, which qualify for inclusion within the calculation of Maximum Resale Price if such improvements are set forth in the Qualified Capital Improvement ("QCI") schedule contained in Exhibit B hereto, which exhibit is incorporated herein by this reference, and if the Owner furnishes the Town or its designee with the following:

- i. Original or duplicate receipts to verify the expenditures by the Owner for the Qualified Capital Improvements;
- ii. An affidavit verifying that the receipts are for actual expenditures for a specified Qualified Capital Improvement; and
- iii. True and correct copies of any building permit or certificate of occupancy required by law in connection with the Qualified Capital Improvement

N. "Qualified Owner" means natural person(s) that meet(s) the definitions of both a Resident and an Eligible Household, or non-qualified Owner under Section 5.1.B., qualified and approved by SCHA or the Town in such manner that will allow SCHA or the Town to execute, on an instrument of conveyance, a copy of the language set forth in Section 5.3 below.

O. "Resident" means a person and his or her Dependents, if any, who (i) at the time of purchase of a Unit and all times during ownership or occupancy of the Property, earns his or her living from a business operating in Summit County, by working at such business an average of at least 30 hours per week on an annual basis; ~~or (ii) is a person who is approved, in writing, by SCHA or the Town/County which approval shall be based upon criteria including, but not limited to, total income, percent of income earned within Summit County, place of voter registration, place of automobile~~

~~registration, and driver's license address and other qualifications established by the SCHA or the Town from time to time. (Compliance with each of these criteria is not necessary; in certifying Residents, the SCHA or the Town shall consider the criteria cumulatively as they relate to the intent and purpose of this Restriction).~~ A person over 65 years of age shall remain a Resident regardless of his or her working status, so long as he or she has owned and occupied the Property, or other real property within Summit County that is deed restricted for affordability, for a time period of not less than seven (7) years. The term "business" as used in this Article I, Subsection M, and Section 5.1.B. shall mean an enterprise or organization providing goods and/or services, whether or not for profit, and shall include, but not be limited to, educational, religious, governmental and other similar institutions.

P. "Resident Eligible Household" shall mean an Eligible Household that includes at least one Resident.

Q. "SCHA" means the Summit Combined Housing Authority.

R. "Town" means the Town of Frisco, State of Colorado.

S. "Transfer" or "transferred" means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of the Property is transferred and the Owner obtains title.

ARTICLE II

PURPOSE

The purpose of this Restriction is to restrict ownership, occupancy and sale of the Property in such a fashion as to provide, on a permanent basis, moderately priced housing to be occupied by Resident Eligible Households, which Resident Eligible Households, because of their income, may not otherwise be in a position to afford to purchase, own, and occupy other similar properties, and to help establish and preserve a supply of moderately priced housing to help meet the needs of the locally employed residents of Summit County.

ARTICLE III

RESTRICTION AND AGREEMENT BINDS THE PROPERTY

This Restriction shall constitute covenants running with title to the Property as a burden thereon, for benefit of, and enforceable by, the SCHA and its successors and assigns, including, without limitation the Town/County, and this Restriction shall bind Declarant and all subsequent Owners of the Property. Each Owner, upon acceptance of a deed to the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during the Owner period of ownership of the Property. Each and every

conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance.

ARTICLE IV
NATURAL PERSONS OCCUPANCY RESTRICTIONS

Other than use by the SCHA or the Town, and except as may be otherwise expressly set forth in this Restriction, the use and occupancy of the Property shall be limited exclusively to housing for natural persons who meet the definition of Resident and Eligible Household.

ARTICLE V
OWNERSHIP RESTRICTIONS

5.1. Ownership and Occupancy Obligation.

A. Except as provided in Section 5.1.B. or Article VI hereof, ownership of the Property is hereby limited exclusively to Eligible Households that include at least one Resident.

B. Upon the written consent of SCHA or Town, which consent may be recorded, a non-qualifying natural person or entity that owns and/or operates a business located in Summit County may purchase the Property; provided, however, that by taking title to the Property, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not qualify as a Resident Eligible Household shall rent the Property to a Resident Eligible Household as more fully set forth in Section 7.1 of this Restriction, and shall not occupy or use the Property for the Owner's own use or leave the Property vacant.

5.2. Sale and Resale. In the event that the Property is sold, resold, transferred and/or conveyed without compliance with this Restriction, SCHA or the Town shall have the remedies set forth herein, including, but not limited to, the rights set forth in Section 8.5. Except as otherwise provided herein, each and every conveyance of the Property, for any

and all purposes, shall be deemed to include and incorporate the terms and conditions of this Restriction.

5.3. Compliance. Any sale, transfer, and/or conveyance of the Property shall be wholly null and void and shall confer no title whatsoever upon the purported transferee unless (i) there is recorded in the real property records for Summit County, Colorado, along with the instrument of conveyance evidencing such sale, transfer or conveyance, a completed copy of the "Notice of Lien and Memorandum of Acceptance of Residential Housing Restrictive Covenant for Unit _____, of _____, Summit County, Colorado" attached hereto as Exhibit A, which copy is executed by the transferee and acknowledged

by a Notary Public, and (ii) the instrument of conveyance evidencing such sale, transfer, and/or conveyance, or some other instrument referencing the same, bears the following language followed by the acknowledged signature of either the director or some other authorized representative of the SCHA or by the Mayor of the Town , to wit:

"The conveyance evidenced by or referenced in this instrument has been approved by the Summit Combined Housing Authority or Town of Frisco as being in compliance with the Residential Housing Restrictive Covenant for Unit ___ of _____, _____, Summit County, Colorado, recorded in the records of Summit County, Colorado, on the _____ day of _____, 20___, at Reception No. _____."

Each sales contract, or lease as the case may be, for the Property shall also (a) recite that the proposed purchaser has read, understands and agrees to be bound by the terms of this Restriction; and (b) require the proposed purchaser and/or lessee to submit such information as may be required by the Town/County or the SCHA under its rules and regulations or policies adopted for the purpose of ensuring compliance with this Restriction.

5.4. Refinance Restriction. The Owner shall not encumber the Property in an amount in excess of the Purchase Price.

ARTICLE VI
ORIGINAL SALE OF THE PROPERTY

6.1 Initial Purchase Price. Except as may be permitted under Section 5.1.B. above, upon completion of construction by the Declarant, the Property shall be sold to initial purchasers who qualify as a Resident and an Eligible Household at a Purchase Price that shall be determined by the SCHA or the Town as follows:

- (a) The number of bedrooms within the Property shall be determined and that number of bedrooms shall, in turn, determine the size of the household for which the Area Median Income shall be determined as follows: (i) for a one-bedroom dwelling unit, a 1.5 person household; (ii) for a two-bedroom dwelling unit, a 3 person household; (iii) for a three-bedroom dwelling unit, a 4.5 person household; and (iv) for a four-bedroom unit, a 6 person household;
- (b) The Area Median Income for a household of a size determined in accordance with subpart (a) above shall be determined;
- (c) The amount of Area Median Income determined in accordance with subpart (b) above shall be divided by twelve (12), and the number derived

shall then be multiplied by .30 to determine the total dollar amount available to the household on a monthly basis for the payment of principal, interest, taxes, insurance and homeowner's association dues in connection with the purchase of the Property;

- (d) The amount of \$350 shall be subtracted from the total dollar amount available to the household on a monthly basis (as determined in accordance with subpart (c) above) in order to determine the total dollar amount available to the household on a monthly basis for the payment of principal and interest on a mortgage loan for purchase of the Property;
- (e) The total dollar amount available to the household on a monthly basis (as determined in accordance with subpart (d) above) shall be used to determine the Purchase Price, through extrapolation, by determining the maximum loan amount that said dollar amount will support, assuming a mortgage loan with a standard amortization schedule, a term of thirty (30) years (360 months), an annual interest rate of ___% and a 90% loan to value ratio; and
- (f) The interest rate to be used to perform the calculation described in subpart (e) above shall be the greater of: (1) the actual interest rate obtained by the Eligible Household for purchase of the Property with a mortgage loan with a term of thirty (30) years; and (2) the interest rate determined by calculating, from data published by the Federal Home Loan Mortgage Corporation, the average interest rate, for the preceding ten (10) calendar years, for a thirty-year fixed rate loan, and adding thereto 1.5%.

ARTICLE VII

USE RESTRICTIONS

7.1. **Occupancy.** Except as otherwise provided in this Restriction, the Property shall, at all times, be occupied as a principal place of residence by an Owner, or, if applicable, an Authorized Lessee, (along with his or her Dependents) who, at the time of purchase, or in the case of an Authorized Lessee at the time of occupancy, of the Property, qualified as a Resident and Eligible Household. In the event that any Owner ceases to occupy the Property as his or her principal place of residence, or any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by a Resident Eligible Household for a period of 90 consecutive days, the Owner of the Property shall, within 10 days of ceasing such occupation, notify the SCHA of the same and the Property shall, within 30 days of the Owner having vacated or left vacant the Property make the Property available for purchase pursuant to the terms of this Restriction. Any Owner who fails to occupy his or her Property for a period of 90 consecutive days shall be deemed to have ceased to occupy the Property as his or her principal place of residence; however, an Owner who has established the Property as his or her principal place of residence shall not be considered to have ceased occupancy of the Property during such period of time as the Owner is serving on active duty with the United States Armed Services.

7.2. Rental. Under no circumstances shall the Property be leased or rented for any period of time without the prior written approval of the SCHA or the Town, which approval may be conditioned, in the SCHA's or Town's sole and absolute discretion, on the lease or rental term being limited to a twelve (12) month period either consecutively or in the aggregate during the Owner's ownership of the Property. In the event that the Property, or any portion thereof, is leased or rented without compliance with this Restriction, such rental or lease shall be wholly null and void and shall confer no right or interest whatsoever to or upon the purported tenant or lessee. Any rental approved by the SCHA or the Town shall be to a Resident Eligible Household at such rental rates as shall be established by the SCHA and approved by the Town, or as may be established by the Town from time to time, and, if no such rental rates have been established, at a monthly rental rate that shall not exceed one-hundred percent (100%) of the most recent Fair Market Rent amounts published by the U.S. Department of Housing and Urban Development (or any successor index thereto acceptable to SCHA or the Town in its reasonable discretion) (such lessee being referred to herein as an "Authorized Lessee").

7.3 Involuntary Sale Upon Change in Residence. In the event Owner changes residence or ceases to utilize the Property as his or her exclusive and permanent place of residence, or in the event any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by a Resident Eligible Household for a period of 90 consecutive days, as determined by the SCHA or the Town, the Property shall be offered for sale pursuant to the provision of Article VIII of this Restriction. The SCHA may further require the Owner to rent the Property in accordance with the provisions of Article X below.

7.4 Ownership Interest in Other Residential Property. Except with respect to a non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B., if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred (120) days of its listing required hereunder, then the Owner shall immediately list the Property for sale pursuant to the provisions of this Restriction. It is understood and agreed between the parties hereto that, in the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties which constitute inventory in such Owner's business shall not constitute "other developed residential property" as that term is used in this Article.

ARTICLE VIII

RESALE OF THE PROPERTY

8.1. Resale. The Property shall not be transferred subsequent to the original purchase from the Declarant except upon full compliance with the procedures set forth in this Article VIII.

8.2. Notice and General Limitations on Resale. In the event that an Owner shall desire to Transfer his Property, or in the event that an Owner shall be required to Transfer his Property pursuant to the terms of this Restriction, he shall notify the SCHA, or such other person or entity as may be designated by the Town, in writing of his intention to Transfer his Property. The Property may be offered, advertised, or listed for sale by such Owner at such Owner's sole cost and expense, in any manner in which such Owner may choose. An Owner may list the Property for sale through SCHA for a commission equal to 2.0% of the sales price. Except as otherwise set forth in this Section 8.2, the Property shall not, however, be sold, transferred and/or conveyed to any person, entity, or entities, (i) other than a Resident Eligible Household, or non-qualified buyer under Section 5.1.B., qualified and approved by the SCHA or the Town in such as manner as will allow the SCHA or the Town to execute the approval set forth in Section 5.3 of this Restriction (a "Qualified Buyer"), and (ii) for consideration to be paid by such qualified Resident Eligible Household that exceeds the Maximum Resale Price as such is determined pursuant to the provisions of this Article VIII. Any other provision of this Restriction notwithstanding, upon resale of the Property: (i) a Household shall qualify as a an "Eligible Household" if it earns not more than 20% more AMI than the AMI percentage set forth in Subsection 1.1(D) above; provided, however, that such qualification shall have no impact on the determination of the Maximum Resale Price under Section 8.3 below; and (ii) during the first thirty (30) days after listing the Property for sale, the Property may be sold or contracted for sale only to a "Resident" who at the time of purchase earns his or her living from a business operating in the Town of Frisco, by working at such business an average of at least thirty (30) hours per week on an annual basis.

8.3. Maximum Resale Price.

~~A. The Maximum Resale Price of a Property shall be equal to the sum of:~~

- ~~(1) the Purchase Price paid by the Owner for the Property;~~
- ~~(2) plus an increase of three percent (3%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month) from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually;~~
- ~~(3) plus the amount of any commission payable to the SCHA.~~

A. If the Owner lists the unit for sale with a contracted realtor with the Summit Combined Housing Authority (SCHA), the Owner may add the amount paid in sales commission, up to two percent of the sale price (2%), to the Maximum Resale Price.

B. The Maximum Resale Price of a Property shall be no greater than the sum of:

- (1) The Purchase Price paid by the Owner of the Property as identified on closing documents in the purchase and sale agreement entered into at the time of purchase by Owner-Seller; and
- (2) Plus a three-percent (3%) increase of the Purchase Price per year (prorated at the rate of 1/12th for each whole month) from the date ownership transferred to Seller at the close of escrow to the date of Owner-Seller's transfer of ownership to new Buyer the buyer of the Property; such percentage increase shall be calculated as simple interest.
- (3) Plus the cost of Qualified Capital Improvements as approved by the Town of Frisco;
- (4) Plus the cost of real estate commission as negotiated by the Seller if the Owner lists the unit for sale with a private real estate broker (as opposed to a contracted realtor with the Summit Combined Housing Authority (SCHA).

Provided, however, that the sum of items B. (1) through B. (4) in this paragraph shall be no greater than the Purchase Price determined in accordance with Section 6.1 of this Restriction using the most current (at time of sale) published Summit County AMI. At the owner's discretion, the maximum resale price is not required to be less than the purchase price paid by the owner of the property as identified on closing documents at the time of purchase by Owner-Seller

C.B. Owner shall be responsible for ensuring that at resale the Property is clean, the appliances are in working order, and that there are no health or safety violations regarding the Property.

C.D. No Owner shall permit any prospective buyer to assume any or all of the Owner customary closing costs or accept any other consideration which would cause an increase in the Purchase Price above the bid price so as to induce the Owner to sell to such prospective buyer.

8.4 Non-Qualified Transferees. In the event that title to the Property vests in individuals and/or entities who are not a Qualified Buyer (hereinafter "Non-Qualified Transferee(s)") by descent, by foreclosure and/or redemption by any lien or mortgage holder (except any holder of a HUD - insured First Mortgage), or by operation of law or any other event, SCHA or the Town may elect to notify the non-qualified transferee that it must sell the Property in accordance with Section 8.5. The non-qualified transferee shall not: (i) occupy the Property; (ii) rent all or any part of the Property, except in strict compliance with this Restriction; (iii) engage in any business activity on or in the Property; (iv) sell or otherwise Transfer the Property except in accordance with this Restriction; or (v) sell or otherwise Transfer the Property for use in trade or business.

8.5 Sales to Preserve as Affordable Housing.

A. In the event the Property is occupied, transferred or leased in violation of this Restriction, SCHA or the Town may, at its sole discretion, notify an Owner that it must immediately list the Property for sale (including the execution of a listing contract

with, and the payment of the specified fees) by SCHA. The highest bid by a Qualified Owner for not less than ninety-five percent (95%) of the Maximum Sale Price shall be accepted by the Owner; provided, however, if the Property is listed for a period of at least ninety (90) days and all bids are below ninety-five percent (95%) of the Maximum Sale Price, the Property shall be sold to a Qualified Owner that has made the highest offer for at least the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment.

B. If required by SCHA or the Town, the Owner shall: (i) consent to any sale, conveyance or transfer of such Property to a Qualified Owner; (ii) execute any and all documents necessary to do so; and (iii) otherwise reasonably cooperate with SCHA or the Town to take actions needed to accomplish such sale, conveyance or transfer of such Property. For this purpose Owner constitutes and appoints SCHA and the Town as its true and lawful attorney-in-fact with full power of substitution to complete or undertake any and all actions required under this Section 8.5.B. It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked. Owner specifically agrees that all power granted to SCHA and the Town under this Restriction may be assigned by either of them to their respective successors or assigns.

C. In order to preserve the affordability of the Units for persons of low to moderate income, SCHA or the Town, or their respective successors, as applicable, shall also have and are hereby granted the right and option to purchase the Property, exercisable within a period of fifteen (15) calendar days after notice is sent by SCHA or the Town to the Owner that requires the Owner to sell the Property pursuant to this Section 8.5. SCHA or the Town shall complete the purchase of the Property within thirty (30) calendar days after exercising its option hereunder for a price equal to the lesser of the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment, or the Maximum Sale Price. SCHA or the Town may assign its option to purchase hereunder to an eligible purchaser which, for the purpose of this Section 8.5(c), shall be a Qualified Owner.

D. In all situations in which the provisions of this Section 8.5 apply, SCHA or the Town may alternatively require the Owner to rent the Property to a Resident Eligible Household in accordance with the requirements and limitations of this Restriction.

ARTICLE IX **FORECLOSURE**

9.1 Release. Subject to the process and rights set forth in this Article IX below, this Restriction shall be deemed released as to the Property in the event of (i) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure by the holder of a HUD-insured or other First Mortgage, or (ii) the acceptance of a deed in lieu of foreclosure by the holder of a HUD-insured or other First Mortgage. This Restriction shall also automatically terminate and be released as to the

Property upon the assignment to HUD of an HUD-insured mortgage encumbering the Property. The Town, in its sole discretion, may elect to release a Property from this Restriction in the event of (1) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure of the Town's lien, as defined in Section 9.2, or (2) the acceptance of a deed in lieu of foreclosure by the Town in connection with the Town's Lien. If the Town chooses to terminate this Restriction with respect to a particular Property, the Town shall record a document referencing such termination in the real property records of the County. Any and all claims of the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.2 Lien.

A. The SCHA and the Town shall have, and are hereby granted, a lien against the Property ("SCHA's Lien" or "Town's Lien") to secure payment of any amounts due and owing the SCHA or the Town pursuant to this Restriction including: the SCHA's or the Town's sale proceeds and/or amounts due to the SCHA or the Town in the event of a foreclosure of a First Mortgage and to secure the obligations to the SCHA or the Town hereunder. The SCHA's Lien and the Town's Lien on the Property shall be superior to all other liens and encumbrances except the following:

- (1) liens and encumbrances recorded prior to the recording of this Restriction and Agreement;
- (2) real property ad valorem taxes and special assessment liens duly imposed by Colorado governmental or political subdivision or special taxing districts;
- (3) liens given superior priority by operation of law; and
- (4) the lien of any First Mortgage against the Property.

B.A. Recording of this Restriction constitutes record notice and perfection of the SCHA's Lien and the Town's Lien. No further recordation of any claim of lien is required. However, the SCHA or the Town may elect to prepare, and record in the Office of the County Clerk and Recorder of the County, a written notice of lien. By virtue of the SCHA's Lien or the Town's Lien, the SCHA or the Town shall have the rights granted a lienor under C.R.S. 38-38-101 *et seq.*, and the SCHA or the Town shall be entitled to file such notices and other information necessary to preserve its rights, as a lienor, to cure and redeem in foreclosure of the Property, as provided by C.R.S. 38-38-101 *et seq.* In addition, unless otherwise instructed by the SCHA or the Town in writing, the Owner shall sign, acknowledge, and cooperate in SCHA's or the Town's recording in the County Clerk and Recorder's Office immediately subsequent to the recording of the First Mortgage, a notice of the SCHA's Lien or the Town's Lien, substantially in the form attached hereto as Exhibit A, in order to assure that the SCHA or the Town receives notice in the event of the foreclosure of the First Mortgage pursuant to this Article. The notice shall not alter the priority date of the SCHA's Lien or the Town's Lien as established herein.

C. The sale or other transfer of the Property shall not affect the SCHA's Lien

or the Town's Lien. No sale or deed in lieu of foreclosure shall relieve the Owner from continuing personal liability for payment of his or her obligations hereunder. The SCHA's Lien or the Town's Lien does not prohibit actions or suits to recover sums due pursuant to this Restriction and Agreement, or to enforce the terms of this Restriction, or to prohibit the SCHA or the Town from taking a deed in lieu of foreclosure.

9.3 SCHA's and Town's Option to Redeem and to Buy.

A. Foreclosure/SCHA's or Town's Option to Redeem. In the event of a foreclosure, the SCHA and the Town shall be entitled to receive notice of the foreclosure proceedings as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of the Property that are junior to the First Mortgage (as provided in C.R.S. §38-38-101 *et seq.*, or any succeeding statute). The SCHA and the Town shall have a right of redemption, and such other rights as a lienor in foreclosure, as its interest appears, in accordance with Colorado law governing foreclosure. The SCHA's Lien and the Town's lien is created pursuant to Section 9.2 above.

B. Deed in lieu of Foreclosure/Option to Buy. In the event that the First Mortgagee takes title to the Property by deed in lieu of foreclosure, the SCHA and the Town shall have an option to buy the Property ("Option to Buy") exercisable in accordance with this paragraph. Within three (3) days after the First Mortgagee's first attempt to secure a deed in lieu of foreclosure, the Owner shall deliver written notice to the SCHA and the Town of such intent to Transfer title. The SCHA or the Town may exercise its Option to Buy by tendering the Deed In Lieu Price (as defined below) to the First Mortgagee, within thirty (30) days from and after vesting of title to the Property in the First Mortgagee by deed in lieu of foreclosure ("Deed in Lieu Option Period"). Upon receipt of the Deed in Lieu Price, the First Mortgagee shall deliver to the SCHA or the Town a special warranty deed conveying fee simple title in and to the Property, in which event this Restriction and Agreement shall remain valid and in full force and effect. The Deed in Lieu Price shall be equal to: (i) the amounts unpaid pursuant to the First Mortgage note; (ii) any other reasonable costs incurred by the First Mortgagee that directly relate to the deed in lieu of foreclosure; and (iii) any additional reasonable costs incurred by the First Mortgagee during the Deed in Lieu Option Period that are directly related to maintenance of the Property. The First Mortgagee shall convey only such title as it received through the deed in lieu of foreclosure and will not create or suffer the creation of any additional liens or encumbrances against the Property following issuance of the deed in lieu of foreclosure to the First Mortgagee. The First Mortgagee shall not be liable for any of the costs of conveyance of the Property to the SCHA, the Town, or its designee; *however*, the First Mortgagee shall cooperate with the SCHA or the Town in calculating the Deed in Lieu Price and in the execution of the Option to Buy.

C. Upon Exercising Option. In the event that the SCHA or the Town obtains title to the Property pursuant to this Article, the SCHA, the Town or its designee may sell the Property to a Qualified Buyer, or rent the Property to third parties until such time that the Property can be sold to a Qualified Buyer. The SCHA's or the Town's subsequent sale of the Property in these circumstances shall not be subject to the Maximum Sale Price

restrictions set forth in Article VIII hereof.

D. Release upon Electing Not to Exercise Options. In the event that the SCHA or the Town does not exercise its Option to Redeem as described in this Article or its Option to Buy as described above, as applicable, within the time periods set forth in this Article, this Restriction shall automatically terminate and shall be of no further force and effect, and the SCHA and the Town shall prepare and execute a release of this Restriction and, within thirty (30) days of such termination, cause such release to be recorded in the records of the Clerk and Recorder of the County. Notwithstanding the foregoing, any and all claims of the SCHA and the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.4 Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Article IX shall be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provision; (2) the rule restricting restraints on alienation; or (3) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the shorter of (x) the term of this Restriction, or (y) the period of the lives of the current duly elected and seated board of directors of the SCHA, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

ARTICLE X **ENFORCEMENT**

10.1 Enforcement of This Restriction. The Declarant and each Owner hereby grants and assigns to SCHA or the Town the right to review and enforce compliance with this Restriction. Compliance may be enforced by SCHA or the Town by any lawful means, including without limitation, seeking any equitable relief (including, without limitation, specific performance and other equitable relief as set forth in Section 10.2 below), as well as a suit for damages; provided, however, in the event the Property is financed by a HUD-insured First Mortgage and is sold in violation of Section 8.3 hereof, such enforcement shall not include:

- A. acceleration of a mortgage;
- B. voiding a conveyance by an Owner;
- C. terminating an Owner's interest in the Property; or
- D. subjecting an Owner to contractual liability.

Notwithstanding the foregoing, in no event shall SCHA or the Town have any equitable remedies (including, but not limited to, the right to sue for specific performance or seek other equitable relief as set forth in Section 10.2) or the right to sue for damages if the Owner of the Property that was financed with a HUD-insured First Mortgage breaches or violates the terms, covenants and other provisions of Section 8.3 hereof and if to do so would violate any existing or future requirement of HUD, it being understood, however,

that in such event, SCHAs or the Town shall retain all other rights and remedies hereunder for enforcement of any other terms and provisions hereof, including, without limitation: (i) the right to sue for damages to reimburse SCHAs or the Town, or its agents, for its enforcement costs and to require an Owner to repay with reasonable interest (not to exceed ten percent (10%) per annum) any assistance received in connection with the purchase of the Property; (ii) the right to prohibit an Owner from retaining sales or rental proceeds collected or received in violation of this Restriction; and (iii) the option to purchase granted to SCHAs or the Town in Section 8.5(c) hereof. Venue for a suit enforcing compliance shall be proper in Summit County, Colorado and service may be made or notice given by posting such service or notice in a conspicuous place on the applicable Property. As part of any enforcement action on the part of SCHAs or the Town, the applicable Owner shall pay all court costs and reasonable legal fees incurred by SCHAs or the Town, or its agents, in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of SCHAs or the Town's or its agents, attorney spent on such claims at the rates generally charged for similar services by private practitioners within the County.

10.2 Injunctive and other Equitable Relief. Declarant and each Owner agree that in the event of Declarant's or Owner's default under or non-compliance with the terms of this Restriction, SCHAs or the Town shall have the right to seek such equitable relief as it may deem necessary or proper, including, without limitation, the right to: (a) seek specific performance of this Restriction; (b) obtain a judgment from any court of competent jurisdiction granting a temporary restraining order, preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of the Property made in violation of this Restriction. Any equitable relief provided for in this Section 10.2 may be sought singly or in combination with such legal remedies as SCHAs or the Town may be entitled to, either pursuant to this Restriction, under the laws of the State of Colorado or otherwise.

ARTICLE XI **GENERAL PROVISIONS**

11.1 Equal Housing Opportunity. Pursuant to the Fair Housing Act, Declarant, the SCHAs, and the Town shall not discriminate on the basis of race, creed, color, sex, national origin, familial status or disability in the lease, sale, use or occupancy of the Property.

11.2 Rules, Regulations, and Standards. The SCHAs shall have the authority to promulgate and adopt such rules, regulations and standards as it may deem appropriate, from time to time, for the purpose of carrying out its obligations and responsibilities described herein, all of which rules, regulations and standards, and any amendments thereof, shall be subject to approval of the Town.

11.3 Waiver of Exemptions. Every Owner, by taking title to the Property, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

11.4 Enforcement. Except as otherwise provided herein, the SCHA, the Town, the Declarant, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations imposed by the provisions of this Restriction and shall be entitled to specific enforcement of the same. Failure by any party described in this paragraph to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right by such party or any other party to do so thereafter.

11.5 Expenses of Enforcement. In the event that any party entitled to enforce the terms of this Restriction shall be required to bring any action as the result of any breach of the terms of this Restriction by any Owner, the party bringing such action shall be entitled to recover from and against the Owner in breach of these Restrictions, in addition to any and all other remedies available at law or in equity, reasonable attorney's fees and costs incurred in the enforcement of these Restrictions and in the bringing of such action, and the party against whom such fees and costs are awarded shall be personally liable for the payment of such fees and costs, and such award and judgment shall constitute a lien against the Property owned by the party in breach of these Restrictions which lien may be enforced by foreclosure of the defaulting Owner's Property in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado or elimination of Owner's resale gain on the Property.

11.6 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no way affect any other provisions, it being the intent of the Declarant, SCHA and Town that such invalidated provision be severable.

11.7 Term. The restrictions contained herein shall run with the land and bind the land for a term of 99 years from the date that this covenant is recorded, after which time the terms of this Covenant shall be automatically extended for successive periods of 10 years.

11.8 Amendment. This restriction may be amended only by an instrument recorded in the records of Summit County executed by the Town and the then-Owner of the Property.

11.9 Successor to SCHA. In the event that, at any time during the duration of this Restriction, the SCHA ceases to exist, all reference in this Restriction to SCHA shall, thereafter, mean the Town its successors, assigns, or any other entity designated by the Town to administer or enforce the provisions hereof, or to perform the functions of the SCHA as described herein.

11.10 No Third Party Beneficiaries. This Restriction is made and entered into for the sole protection and benefit of the SCHA, the Town and the Owner. Except as otherwise specifically provided for herein, no other person, persons, entity or entities, including without limitation prospective buyers of the Property, shall have any right of action with respect to this Restriction or right to claim any right or benefit from the terms provided in this Restriction or be deemed a third party beneficiary of this Restriction.

11.11 Non-Liability. SCHA and Town and their respective employees, members,

officers and agents shall not be liable to any Owner or third party by virtue of the exercise of their rights or the performance of their obligations under this Restriction. The parties understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Restriction, the monetary limitations or any other rights, immunities or protections afforded by the Governmental Immunity Act, CRS §§ 24-10-101, et seq., as they may be amended, or any other limitation, right, immunity or protection otherwise available to the parties.

11.12 Exhibits. All exhibits attached hereto are incorporated herein and by this reference made part hereof.

11.13 Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.

11.14 Personal Liability. Each Owner shall be personally liable for any of the transactions contemplated herein, jointly and severally with his or her co-owners.

11.15 Further Actions. The Owner and Owner's successors and assigns agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Restriction or any agreement or document relating hereto or entered into in connection herewith.

11.16 Notices. Any notice, consent or approval which is required or permitted to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Restriction. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Declarant:

To the Town:

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

To the Summit Combined Housing Authority:

Summit Combined Housing Authority
P.O. Box 188
Breckenridge, CO 80424

To the Owner:

To be determined pursuant to the Notice of Lien and Memorandum of Acceptance (as shown on Exhibit A) recorded with respect to each transfer of the Property.

11.17 Choice of Law. This Covenant and each and every related document shall be governed and constructed in accordance with the laws of the State of Colorado.

11.18 Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

11.19 Headings. Article and Section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

11.20 Signatures. Signatures to this Restriction may be in counterparts and by facsimile or scanned emailed document.

11.21 Approval. Wherever an approval is required by the SCHA or the Town, in all instances approval by the Town shall be deemed sufficient. Town "approval" shall mean approval by the Town Manager or his or her designated representative.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand unto this Restriction this _____ day of _____, 20__.

_____, a

By:

Name:

Title:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me as of the ____ day of _____, 20__, by _____ as _____ of _____, a _____.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

DRAFT

EXHIBIT A

**NOTICE OF LIEN AND MEMORANDUM OF ACCEPTANCE
OF RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF
LIEN FOR UNIT __, OF _____,**

**_____ ,
SUMMIT COUNTY, COLORADO**

WHEREAS, _____ [Buyer Name] _____, the
“Buyer” is purchasing from _____ [Seller Name] _____,
the “Seller,” at a price of \$ _____ [purchase price amount] _____, real property
described _____ as: _____ [Legal
Description] _____, according to the plat recorded under
Reception No. _____, in the real property records of the County
of Summit, Colorado (the “Property”); and

WHEREAS, the Seller of the Property is requiring, as a prerequisite to the sale
transaction, that the Buyer acknowledge and agree to the terms, conditions and
restrictions found in that certain instrument entitled “Residential Housing Restrictive
Covenant and Notice of Lien for Unit __, of _____,
Town/County, Colorado”, recorded on _____, 20__, under Reception No.
_____, in the real property records of the County of Summit, Colorado (the
“Restrictive Covenant”).

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the
Buyer:

1. Acknowledges that Buyer has carefully read the entire Restrictive
Covenant, has had the opportunity to consult with legal and financial counsel concerning
the Restrictive Covenant and fully understands the terms, conditions, provisions, and
restrictions contained in the Restrictive Covenant.

2. States that the Notice to Buyer should be sent to:

3. Directs that this Notice be placed of record in the real estate records of the
County of Summit, Colorado and a copy provided to the Summit County Housing
Authority and the Town of Frisco (as defined in the Restrictive Covenant).

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the _____ day of _____, 20__.

BUYER(S):

Print Name(s): _____

STATE OF)

) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT B

Town of Frisco Qualifying Capital Improvement Summary

As permitted through the Residential Housing Restrictive Covenant and Notice of Lien for Unit ____, Of _____, Town of Frisco, Summit County Colorado, the process for submitting Qualifying Capital Improvements (QCI) includes the information below:

- a. Qualifying Capital Improvements shall be approved by the Community Development Department and calculated in accordance with Residential Housing Restrictive Covenant and Notice of Lien.
- b. Certain improvements to a unit may be included in a unit’s Maximum Resale Price. The following table outlines the costs that may be included in an owner’s base price, items which will not be considered Qualifying Capital Improvements, items which will be allowed as Qualifying Capital Improvements and depreciated on a five year schedule and items which will be allowed as Qualifying Capital Improvements and depreciated on a twenty year schedule.

<p><u>Items included in Base Price</u></p> <ul style="list-style-type: none"> • Purchase price, including garage, lot premium, heating systems and water heaters <p>The following items may be included in base price with the written approval of the Community Development Department prior to the commencement of the work:</p> <ul style="list-style-type: none"> • Structural addition or addition of livable space including bathrooms, bedrooms, exterior door, interior doors, baseboard, window casing, insulation and plumbing (excluding fixtures) • Modifications or improvements to accommodate a person with a disability as defined in the Americans with Disabilities Act of 1990 • Roof replacement 	<p><u>Items which are NOT Qualifying Capital Improvements</u></p> <ul style="list-style-type: none"> • All work performed without the issuance of a building permit • Jacuzzis, saunas, steam showers, hot tubs, etc. • Maintenance of existing fixtures, appliances, plumbing, mechanical systems, painting, cleaning, etc. and improvements to existing fixtures • Decorative items including window coverings, lamps and lighting not affixed to walls or ceilings, bath towel bars and hooks, etc. • Interior paint • Cost of tools • Equipment Rental • Removable items not attached to the unit
<p><u>Items depreciated on 5 year schedule</u></p> <ul style="list-style-type: none"> • Replaced appliances • Washer and dryer (including 	<p><u>Items depreciated on 20 year schedule</u></p> <ul style="list-style-type: none"> • Flooring and countertop upgrades including hardwood,

<ul style="list-style-type: none"> stackable) · Carpet upgrades including pad · Permanent fitted window blinds · Garage door openers · Gutters and downspouts · Security system · Electric fireplace · Exterior paint · Ceiling fans · Storm doors · Laminate flooring · Building permit fees · Improvements for health and safety protection 	<ul style="list-style-type: none"> stone, slate, granite, marble, tile, etc. · Light fixtures (electrical fixtures & wiring) · Plumbing fixtures including sinks and toilets · Cabinets including vanities · Closet organization systems · Trees and permanent landscaping including sod, concrete pads, concrete pavers, etc. · Outdoor decks · Irrigation system · Fencing · Gas fireplace · Windows · Solar Panels · Asphalt roof shingles (single family & duplex)
--	---

For an owner to request that Qualifying Capital Improvements be added to the Maximum Resale Price, he or she must comply with the following:

- a. Upon completion of the work, Community Development Department requests the following:
 - i. Legible copies of receipts and invoices
 - ii. Proof of payment by a third party
 - iii. Owners must retain original receipts and invoices
- b. In calculating the costs allowed as Qualifying Capital Improvements, only the owner's actual out of pocket costs and expenses shall be eligible for inclusion. Such amount shall not include an amount attributable to owner's labor, or that of their employees or business, or to any appreciation in the value of these improvements.
- c. If an owner pays cash for improvements, the owner must provide third party documentation of payment. An owner must have an invoice for improvements, but if no such documentation of proof of cash payment can be produced, the Community Development Department can inspect the improvement completed in the unit. Up to 75% of documented invoice value may be included after an inspection, subject to depreciation, at the Community Development Department's sole discretion.

- d. Work that requires and is performed without the issuance of all required building permits or property owners' association approval will not be included as a Qualifying Capital Improvement.
- e. The value of the Qualifying Capital Improvements will be added to the appreciated value of the unit at the time of sale. No appreciation is allowed on Qualifying Capital Improvements.
- f. Other improvements to the Affordable Housing unit are allowed, but adjustments to the Maximum Resale Price will only be given for Qualifying Capital Improvements.

If a Qualifying Capital Improvements or an improvement included in the base price of the unit is removed or is no longer operational, the actual cost of the improvement shall be deducted from the base price or Qualifying Capital Improvement schedule. No other categories or types of expenditures may qualify as Qualifying Capital Improvements unless pre-approved in writing by the Community Development Department.

5 Year Depreciation Schedule % of Cost	Months	Years
75%	Up to 12 months	Up to 1 year
50%	12-36	2-3
25%	36-60	3-5
0%	60+	5+

20 Year Depreciation Schedule % of Cost	Months	Years
100%	Up to 24 months	Up to 2 years
90%	24-48	2-4
80%	48-72	4-6
70%	72-96	6-8
60%	96-120	8-10
50%	120-144	10-12
40%	144-168	12-14
30%	168-192	14-16
20%	192-216	16-18
10%	216-240	18-20
0%	240+	20+

Community Development Department may accelerate depreciation or exclude items if damaged beyond ordinary depreciation.

OWNER'S AFFIDAVIT REGARDING CAPITAL IMPROVEMENTS

The undersigned, _____,
being of lawful age and having been duly sworn, upon personal knowledge states and
alleges as follows:

- 1. I am the Owner of property located at the following street address:

_____.

- 2. I verify and acknowledge that the receipts and proof of payment submitted with this Affidavit represent the actual costs expended for Improvements to my home located at the address above and that the receipts are valid and correct receipts tendered at the time of purchase.
- 3. I verify and acknowledge that true and correct copies of any building permit or certificate of occupancy required to be issued by the Town of Frisco Building Division with respect to the Improvements have been submitted with this Affidavit.

I declare under penalty of perjury that I have read this Affidavit and the statements contained in it are true and correct to the best of my knowledge.

Date: _____

Signature of Owner

State of _____)

) ss.

County of _____)

The foregoing was subscribed and sworn to before me this _____ day of _____, 20____, by _____.

Witness my hand and official seal.
My commission expires:_____.

Notary Public

Attachment 2

RESOLUTION FOR ADOPTION

TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO

RESOLUTION 19-27

A RESOLUTION APPROVING THE TOWN OF FRISCO FORM OF RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF LIEN, AND AUTHORIZING ITS USE TO REPLACE ANY EXISTING SIMILAR COVENANTS.

WHEREAS, under several laws of the Town, including but not limited to the Town's Unified Development Code, the Town provides incentives for the establishment of affordable housing units by way of the Town's standard form of residential housing restrictive covenant (the "Affordable Housing Covenant"); and

WHEREAS, the purpose of the Town's Affordable Housing Covenant is to provide a low or moderate priced housing unit for sale (or, under certain conditions, for rent) to a person or household of low or moderate income; and

WHEREAS, from time to time the Town Council reviews the Affordable Housing Covenant and, based upon community input and staff recommendations, makes amendments to the covenant in order to address changes in circumstances over time, and to ensure that the covenant continues to meet the affordable housing goals of the Town; and

WHEREAS, the Town Council has determined that the attached, revised form of Affordable Housing Covenant better addresses matters such as the maximum resale price and the inclusion of the cost of certain capital improvements within the maximum resale price of the home than does the Town's existing form of the covenant.

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

Section 1. The attached form of Residential Housing Restrictive Covenant and Notice of Lien is hereby approved and authorized as the Town of Frisco's standard form of residential housing restrictive covenant, to be used as allowed or required by the Code of Ordinances of the Town of Frisco from and after the date set forth below.

Section 2. In addition to the use of the attached form of Residential Housing Restrictive Covenant and Notice of Lien for the establishment of new affordable housing units, the Town Attorney is hereby authorized and directed to prepare from time to time, and the Town Manager authorized and directed to execute and have recorded in the real property records from time to time, such documents as may be necessary to replace, at the request of an owner, any real covenant that created an Affordable Housing Unit with

the attached form of covenant. In making such replacement, no changes shall be made to the attached form of covenant other than those necessary to complete the form, or that concern the replacement of an existing covenant with the new form. For purposes of this section, the terms “Affordable Housing Unit” shall be as set forth in section 160-12 of the Code of Ordinances of the Town of Frisco.

INTRODUCED, READ AND ADOPTED THIS ____ DAY OF _____. 2019.

Town of Frisco, Colorado:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

Attachment to Resolution

RESTRICTIVE COVENANT

**RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF LIEN
FOR UNIT __, OF _____,
TOWN OF FRISCO,
SUMMIT COUNTY COLORADO**

This Residential Housing Restrictive Covenant and Notice of Lien for Unit __, of _____, _____, Summit County, Colorado, (this "Restriction,") is made this ____ day of _____, 20__, by _____, a (hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, Declarant is the Owner of that certain real estate located in the County of Summit, State of Colorado, and legally described as follows: Unit __, of _____, _____, according to the plat thereof now on file in the Office of the Clerk and Recorder for Summit County, Colorado, under Reception No. _____ (hereinafter referred to as the "Property"); and

WHEREAS, pursuant to the terms of the approval of the _____ Development Application, Declarant is required to execute and record this Restriction.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall hereafter be held, sold, and conveyed subject to the following covenants, restrictions, and conditions, all of which shall be covenants running with the land, and which are for the purposes of ensuring that the Property remains available for purchase and occupation by persons residing and working in Summit County, Colorado, as moderately priced housing, and protecting the value and desirability of the Property, and which covenants, restrictions, and conditions shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the Owner of the Property, the Summit Combined Housing Authority, the Town, and Declarant.

ARTICLE I
DEFINITIONS

- 1.1. Definitions. The following words, when used in this Restriction, shall have the following meanings and the use of capitalization or lower case letters in references to the following terms shall have no bearing on the meanings of the terms:

A. "Area Median Income" or "AMI" means the median annual income for Summit County, Colorado, (or such next larger statistical area calculated by HUD that includes Summit County, Colorado, if HUD does not calculate the area median income for Summit County, Colorado, on a distinct basis from other areas), as adjusted for household size, that is calculated and published annually by HUD (or any successor index thereto acceptable to the Town or SCHA in its reasonable discretion). If current AMI data pertaining to the date of sale of the Property is not yet available as of the date the sale price is calculated, then the most recent data published by HUD shall be used in its place.

B. "Authorized Lessee" means a person approved by the Town who meets the definition of a Resident Eligible Household and who leases the property pursuant to the limitations of section 7.2 of this Restriction.

C. "Dependent" shall mean a person, including a spouse of, a child of, a step-child of, a child in the permanent legal custody of, or a parent of, a Resident, whose principal place of residence is in the same household as such Resident, and who is financially dependent upon the support of the Resident. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as amended.

D. "Eligible Household" means a household earning not more than _____ percent (____%) of the AMI and that has been approved by either the SCHA or the Town so as to allow for the execution by the SCHA or Town of the form of approval set forth in Section 5.3 of this Restriction. A household's income for purposes of determining whether such household meets this definition of eligibility shall be determined at the time of purchase or, if applicable, commencement of leasehold occupancy. For purposes of the determination of the number of people that constitute a household under this definition, any Resident or Dependent spouse of a Resident who is pregnant at the time of the determination of whether a household meets the income limitation provided in this definition shall be deemed to be two (2) people.

E. "First Mortgage" means a Mortgage which is recorded senior to any other Mortgage against the Property to secure a loan used to purchase Property.

F. "Household" means one or more persons who intend to live together in the premises of a dwelling unit as a single housekeeping unit, but does not mean a group of four (4) or more persons unrelated by blood, adoption or marriage.

G. "HUD" means the U.S. Department of Housing and Urban Development.

H. "Maximum Resale Price" means that maximum Purchase Price that shall be paid by any purchaser of the Property, other than the initial purchaser who acquires the Property from Declarant, as determined in accordance with the provisions of Section 8.3 of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Property.

I. "Mortgage" means a consensual interest created by a real estate mortgage, a deed of trust on real estate, or the like.

J. "Mortgagee" means any grantee, beneficiary, or assignee of a Mortgage.

K. "Owner" means the record owner of the fee simple title to the Property.

L. "Purchase Money Mortgage" means a Mortgage given by an Owner to the extent that it is: (a) taken or retained by the seller of the Property to secure all or part of the payment of the Purchase Price; or (b) taken by a person who by making advances, by making a loan, or by incurring an obligation gives value to enable the Owner to acquire the Property if such value is in fact so used.

M. "Purchase Price" shall mean all consideration paid by the purchaser to the seller for the Property, but shall EXCLUDE any proration amounts, taxes, costs and expenses of obtaining financing,, lenders fees, title insurance fees, closing costs, inspection fees, real estate purchase and/or sales commission(s) or other fees and costs related to the purchase of the Property but not paid directly to Seller.

N. "Qualified Capital Improvements" means those improvements to a Property performed by the Owner, which qualify for inclusion within the calculation of Maximum Resale Price if such improvements are set forth in the Qualified Capital Improvement ("QCI") schedule contained in Exhibit B hereto, which exhibit is incorporated herein by this reference, and if the Owner furnishes the Town or its designee with the following:

- i. Original or duplicate receipts to verify the expenditures by the Owner for the Qualified Capital Improvements;
- ii. An affidavit verifying that the receipts are for actual expenditures for a specified Qualified Capital Improvement; and
- iii. True and correct copies of any building permit or certificate of occupancy required by law in connection with the Qualified Capital Improvement

N. "Qualified Owner" means natural person(s) that meet(s) the definitions of both a Resident and an Eligible Household, or non-qualified Owner under Section 5.1.B., qualified and approved by SCHA or the Town in such manner that will allow SCHA or the Town to execute, on an instrument of conveyance, a copy of the language set forth in Section 5.3 below.

O. "Resident" means a person and his or her Dependents, if any, who (i) at the time of purchase of a Unit and all times during ownership or occupancy of the Property, earns his or her living from a business operating in Summit County, by working at such business an average of at least 30 hours per week on an annual basis. A person over 65 years of age shall remain a Resident regardless of his or her working status, so long as he or she has owned and occupied the Property, or other real property within Summit County that is deed restricted for affordability, for a time period of not less than seven (7) years. The term "business" as used in this Article I, Subsection M, and Section

5.1.B. shall mean an enterprise or organization providing goods and/or services, whether or not for profit, and shall include, but not be limited to, educational, religious, governmental and other similar institutions.

P. "Resident Eligible Household" shall mean an Eligible Household that includes at least one Resident.

Q. "SCHA" means the Summit Combined Housing Authority.

R. "Town" means the Town of Frisco, State of Colorado.

S. "Transfer" or "transferred" means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of the Property is transferred and the Owner obtains title.

ARTICLE II **PURPOSE**

The purpose of this Restriction is to restrict ownership, occupancy and sale of the Property in such a fashion as to provide, on a permanent basis, moderately priced housing to be occupied by Resident Eligible Households, which Resident Eligible Households, because of their income, may not otherwise be in a position to afford to purchase, own, and occupy other similar properties, and to help establish and preserve a supply of moderately priced housing to help meet the needs of the locally employed residents of Summit County.

ARTICLE III **RESTRICTION AND AGREEMENT BINDS THE PROPERTY**

This Restriction shall constitute covenants running with title to the Property as a burden thereon, for benefit of, and enforceable by, the SCHA and its successors and assigns, including, without limitation the Town/County, and this Restriction shall bind Declarant and all subsequent Owners of the Property. Each Owner, upon acceptance of a deed to the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during the Owner period of ownership of the Property. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance.

ARTICLE IV
OCCUPANCY RESTRICTIONS

Other than use by the SCHA or the Town, and except as may be otherwise expressly set forth in this Restriction, the use and occupancy of the Property shall be limited exclusively to housing for natural persons who meet the definition of Resident and Eligible Household.

ARTICLE V
OWNERSHIP RESTRICTIONS

5.1. Ownership and Occupancy Obligation.

A. Except as provided in Section 5.1.B. or Article VI hereof, ownership of the Property is hereby limited exclusively to Eligible Households that include at least one Resident.

B. Upon the written consent of SCHA or Town, which consent may be recorded, a non-qualifying natural person or entity that owns and/or operates a business located in Summit County may purchase the Property; provided, however, that by taking title to the Property, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not qualify as a Resident Eligible Household shall rent the Property to a Resident Eligible Household as more fully set forth in Section 7.1 of this Restriction, and shall not occupy or use the Property for the Owner's own use or leave the Property vacant.

5.2. Sale and Resale. In the event that the Property is sold, resold, transferred and/or conveyed without compliance with this Restriction, SCHA or the Town shall have the remedies set forth herein, including, but not limited to, the rights set forth in Section 8.5. Except as otherwise provided herein, each and every conveyance of the Property, for any and all purposes, shall be deemed to include and incorporate the terms and conditions of this Restriction.

5.3. Compliance. Any sale, transfer, and/or conveyance of the Property shall be wholly null and void and shall confer no title whatsoever upon the purported transferee unless (i) there is recorded in the real property records for Summit County, Colorado, along with the instrument of conveyance evidencing such sale, transfer or conveyance, a completed copy of the "Notice of Lien and Memorandum of Acceptance of Residential Housing Restrictive Covenant for Unit _____, of _____, Summit County, Colorado" attached hereto as Exhibit A, which copy is executed by the transferee and acknowledged by a Notary Public, and (ii) the instrument of conveyance evidencing such sale, transfer, and/or conveyance, or some other instrument referencing the same, bears the following language followed by the acknowledged signature of either the director or some other authorized representative of the SCHA or by the Mayor of the Town , to wit:

"The conveyance evidenced by or referenced in this instrument has been approved by the Summit Combined Housing Authority or Town of Frisco as being in compliance with the Residential Housing Restrictive Covenant for Unit __ of _____, _____, Summit County, Colorado, recorded in the records of Summit County, Colorado, on the ____ day of _____, 20__, at Reception No. _____."

Each sales contract, or lease as the case may be, for the Property shall also (a) recite that the proposed purchaser has read, understands and agrees to be bound by the terms of this Restriction; and (b) require the proposed purchaser and/or lessee to submit such information as may be required by the Town/County or the SCHA under its rules and regulations or policies adopted for the purpose of ensuring compliance with this Restriction.

5.4. Refinance Restriction. The Owner shall not encumber the Property in an amount in excess of the Purchase Price.

ARTICLE VI
ORIGINAL SALE OF THE PROPERTY

6.1 Initial Purchase Price. Except as may be permitted under Section 5.1.B. above, upon completion of construction by the Declarant, the Property shall be sold to initial purchasers who qualify as a Resident and an Eligible Household at a Purchase Price that shall be determined by the SCHA or the Town as follows:

- (a) The number of bedrooms within the Property shall be determined and that number of bedrooms shall, in turn, determine the size of the household for which the Area Median Income shall be determined as follows: (i) for a one-bedroom dwelling unit, a 1.5 person household; (ii) for a two-bedroom dwelling unit, a 3 person household; (iii) for a three-bedroom dwelling unit, a 4.5 person household; and (iv) for a four-bedroom unit, a 6 person household;
- (b) The Area Median Income for a household of a size determined in accordance with subpart (a) above shall be determined;
- (c) The amount of Area Median Income determined in accordance with subpart (b) above shall be divided by twelve (12), and the number derived shall then be multiplied by .30 to determine the total dollar amount available to the household on a monthly basis for the payment of principal, interest, taxes, insurance and homeowner's association dues in connection with the purchase of the Property;

- (d) The amount of \$350 shall be subtracted from the total dollar amount available to the household on a monthly basis (as determined in accordance with subpart (c) above) in order to determine the total dollar amount available to the household on a monthly basis for the payment of principal and interest on a mortgage loan for purchase of the Property;
- (e) The total dollar amount available to the household on a monthly basis (as determined in accordance with subpart (d) above) shall be used to determine the Purchase Price, through extrapolation, by determining the maximum loan amount that said dollar amount will support, assuming a mortgage loan with a standard amortization schedule, a term of thirty (30) years (360 months), an annual interest rate of ___% and a 90% loan to value ratio; and
- (f) The interest rate to be used to perform the calculation described in subpart (e) above shall be the greater of: (1) the actual interest rate obtained by the Eligible Household for purchase of the Property with a mortgage loan with a term of thirty (30) years; and (2) the interest rate determined by calculating, from data published by the Federal Home Loan Mortgage Corporation, the average interest rate, for the preceding ten (10) calendar years, for a thirty-year fixed rate loan, and adding thereto 1.5%.

ARTICLE VII

USE RESTRICTIONS

7.1. Occupancy. Except as otherwise provided in this Restriction, the Property shall, at all times, be occupied as a principal place of residence by an Owner, or, if applicable, an Authorized Lessee, (along with his or her Dependents) who, at the time of purchase, or in the case of an Authorized Lessee at the time of occupancy, of the Property, qualified as a Resident and Eligible Household. In the event that any Owner ceases to occupy the Property as his or her principal place of residence, or any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by a Resident Eligible Household for a period of 90 consecutive days, the Owner of the Property shall, within 10 days of ceasing such occupation, notify the SCHA of the same and the Property shall, within 30 days of the Owner having vacated or left vacant the Property make the Property available for purchase pursuant to the terms of this Restriction. Any Owner who fails to occupy his or her Property for a period of 90 consecutive days shall be deemed to have ceased to occupy the Property as his or her principal place of residence; however, an Owner who has established the Property as his or her principal place of residence shall not be considered to have ceased occupancy of the Property during such period of time as the Owner is serving on active duty with the United States Armed Services.

7.2. Rental. Under no circumstances shall the Property be leased or rented for any period of time without the prior written approval of the SCHA or the Town, which approval may be conditioned, in the SCHA's or Town's sole and absolute discretion, on the lease or rental term being limited to a twelve (12) month period either consecutively

or in the aggregate during the Owner's ownership of the Property. In the event that the Property, or any portion thereof, is leased or rented without compliance with this Restriction, such rental or lease shall be wholly null and void and shall confer no right or interest whatsoever to or upon the purported tenant or lessee. Any rental approved by the SCHA or the Town shall be to a Resident Eligible Household at such rental rates as shall be established by the SCHA and approved by the Town, or as may be established by the Town from time to time, and, if no such rental rates have been established, at a monthly rental rate that shall not exceed one-hundred percent (100%) of the most recent Fair Market Rent amounts published by the U.S. Department of Housing and Urban Development (or any successor index thereto acceptable to SCHA or the Town in its reasonable discretion) (such lessee being referred to herein as an "Authorized Lessee").

7.3 Involuntary Sale Upon Change in Residence. In the event Owner changes residence or ceases to utilize the Property as his or her exclusive and permanent place of residence, or in the event any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by a Resident Eligible Household for a period of 90 consecutive days, as determined by the SCHA or the Town, the Property shall be offered for sale pursuant to the provision of Article VIII of this Restriction. The SCHA may further require the Owner to rent the Property in accordance with the provisions of Article X below.

7.4 Ownership Interest in Other Residential Property. Except with respect to a non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B., if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred (120) days of its listing required hereunder, then the Owner shall immediately list the Property for sale pursuant to the provisions of this Restriction. It is understood and agreed between the parties hereto that, in the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties which constitute inventory in such Owner's business shall not constitute "other developed residential property" as that term is used in this Article.

ARTICLE VIII **RESALE OF THE PROPERTY**

8.1. Resale. The Property shall not be transferred subsequent to the original purchase from the Declarant except upon full compliance with the procedures set forth in this Article VIII.

8.2. Notice and General Limitations on Resale. In the event that an Owner shall desire to Transfer his Property, or in the event that an Owner shall be required to Transfer his Property pursuant to the terms of this Restriction, he shall notify the SCHA, or such other person or entity as may be designated by the Town, in writing of his intention to Transfer his Property. The Property may be offered, advertised, or listed for sale by such Owner

at such Owner's sole cost and expense, in any manner in which such Owner may choose. An Owner may list the Property for sale through SCHA for a commission equal to 2.0% of the sales price. Except as otherwise set forth in this Section 8.2, the Property shall not, however, be sold, transferred and/or conveyed to any person, entity, or entities, (i) other than a Resident Eligible Household, or non-qualified buyer under Section 5.1.B., qualified and approved by the SCHA or the Town in such as manner as will allow the SCHA or the Town to execute the approval set forth in Section 5.3 of this Restriction (a "Qualified Buyer"), and (ii) for consideration to be paid by such qualified Resident Eligible Household that exceeds the Maximum Resale Price as such is determined pursuant to the provisions of this Article VIII. Any other provision of this Restriction notwithstanding, upon resale of the Property: (i) a Household shall qualify as a an "Eligible Household" if it earns not more than 20% more AMI than the AMI percentage set forth in Subsection 1.1(D) above; provided, however, that such qualification shall have no impact on the determination of the Maximum Resale Price under Section 8.3 below; and (ii) during the first thirty (30) days after listing the Property for sale, the Property may be sold or contracted for sale only to a "Resident" who at the time of purchase earns his or her living from a business operating in the Town of Frisco, by working at such business an average of at least thirty (30) hours per week on an annual basis.

8.3. Maximum Resale Price.

- A. If the Owner lists the unit for sale with a contracted realtor with the Summit Combined Housing Authority (SCHA), the Owner may add the amount paid in sales commission, up to two percent of the sale price (2%), to the Maximum Resale Price.
- B. The Maximum Resale Price of a Property shall be no greater than the sum of:
 - (1) The Purchase Price paid by the Owner of the Property as identified in the purchase and sale agreement entered into at the time of purchase by Owner-Seller;
 - (2) Plus a three-percent (3%) increase of the Purchase Price per year (prorated at the rate of 1/12th for each whole month) from the date ownership transferred to Seller to the date of Owner-Seller's transfer of ownership to the buyer of the Property; such percentage increase shall be calculated as simple interest, ;
 - (3) Plus the cost of Qualified Capital Improvements as approved by the Town of Frisco;
 - (4) Plus the cost of real estate commission as negotiated by the Seller if the Owner lists the unit for sale with a private real estate broker (as opposed to a contracted realtor with the Summit Combined Housing Authority (SCHA),

Provided, however, that the sum of items B. (1) through B. (4) in this paragraph shall be no greater than the Purchase Price determined in accordance with Section 6.1 of this Restriction using the most current (at time of sale) published Summit County AMI. At the

owner's discretion, the maximum resale price is not required to be less than the purchase price paid by the owner of the property as identified on closing documents at the time of purchase by Owner-Seller

C. Owner shall be responsible for ensuring that at resale the Property is clean, the appliances are in working order, and that there are no health or safety violations regarding the Property.

D. No Owner shall permit any prospective buyer to assume any or all of the Owner customary closing costs or accept any other consideration which would cause an increase in the Purchase Price above the bid price so as to induce the Owner to sell to such prospective buyer.

8.4 Non-Qualified Transferees. In the event that title to the Property vests in individuals and/or entities who are not a Qualified Buyer (hereinafter "Non-Qualified Transferee(s)") by descent, by foreclosure and/or redemption by any lien or mortgage holder (except any holder of a HUD - insured First Mortgage), or by operation of law or any other event, SCHA or the Town may elect to notify the non-qualified transferee that it must sell the Property in accordance with Section 8.5. The non-qualified transferee shall not: (i) occupy the Property; (ii) rent all or any part of the Property, except in strict compliance with this Restriction; (iii) engage in any business activity on or in the Property; (iv) sell or otherwise Transfer the Property except in accordance with this Restriction; or (v) sell or otherwise Transfer the Property for use in trade or business.

8.5 Sales to Preserve as Affordable Housing.

A. In the event the Property is occupied, transferred or leased in violation of this Restriction, SCHA or the Town may, at its sole discretion, notify an Owner that it must immediately list the Property for sale (including the execution of a listing contract with, and the payment of the specified fees) by SCHA. The highest bid by a Qualified Owner for not less than ninety-five percent (95%) of the Maximum Sale Price shall be accepted by the Owner; provided, however, if the Property is listed for a period of at least ninety (90) days and all bids are below ninety-five percent (95%) of the Maximum Sale Price, the Property shall be sold to a Qualified Owner that has made the highest offer for at least the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment.

B. If required by SCHA or the Town, the Owner shall: (i) consent to any sale, conveyance or transfer of such Property to a Qualified Owner; (ii) execute any and all documents necessary to do so; and (iii) otherwise reasonably cooperate with SCHA or the Town to take actions needed to accomplish such sale, conveyance or transfer of such Property. For this purpose Owner constitutes and appoints SCHA and the Town as its true and lawful attorney-in-fact with full power of substitution to complete or undertake any and all actions required under this Section 8.5.B. It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked. Owner specifically agrees that all power granted to SCHA and the Town under this Restriction may be assigned by either of them to their respective

successors or assigns.

C. In order to preserve the affordability of the Units for persons of low to moderate income, SCHA or the Town, or their respective successors, as applicable, shall also have and are hereby granted the right and option to purchase the Property, exercisable within a period of fifteen (15) calendar days after notice is sent by SCHA or the Town to the Owner that requires the Owner to sell the Property pursuant to this Section 8.5. SCHA or the Town shall complete the purchase of the Property within thirty (30) calendar days after exercising its option hereunder for a price equal to the lesser of the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment, or the Maximum Sale Price. SCHA or the Town may assign its option to purchase hereunder to an eligible purchaser which, for the purpose of this Section 8.5(c), shall be a Qualified Owner.

D. In all situations in which the provisions of this Section 8.5 apply, SCHA or the Town may alternatively require the Owner to rent the Property to a Resident Eligible Household in accordance with the requirements and limitations of this Restriction.

ARTICLE IX **FORECLOSURE**

9.1 Release. Subject to the process and rights set forth in this Article IX below, this Restriction shall be deemed released as to the Property in the event of (i) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure by the holder of a HUD-insured or other First Mortgage, or (ii) the acceptance of a deed in lieu of foreclosure by the holder of a HUD-insured or other First Mortgage. This Restriction shall also automatically terminate and be released as to the Property upon the assignment to HUD of an HUD-insured mortgage encumbering the Property. The Town, in its sole discretion, may elect to release a Property from this Restriction in the event of (1) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure of the Town's lien, as defined in Section 9.2, or (2) the acceptance of a deed in lieu of foreclosure by the Town in connection with the Town's Lien. If the Town chooses to terminate this Restriction with respect to a particular Property, the Town shall record a document referencing such termination in the real property records of the County. Any and all claims of the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.2 Lien.

A. The SCHA and the Town shall have, and are hereby granted, a lien against the Property ("SCHA's Lien" or "Town's Lien") to secure payment of any amounts due and owing the SCHA or the Town pursuant to this Restriction including: the SCHA's or the Town's sale proceeds and/or amounts due to the SCHA or the Town in the event of a foreclosure of a First Mortgage and to secure the obligations to the SCHA or the Town

hereunder. The SCHA's Lien and the Town's Lien on the Property shall be superior to all other liens and encumbrances except the following:

- (1) liens and encumbrances recorded prior to the recording of this Restriction and Agreement;
- (2) real property ad valorem taxes and special assessment liens duly imposed by Colorado governmental or political subdivision or special taxing districts;
- (3) liens given superior priority by operation of law; and
- (4) the lien of any First Mortgage against the Property.

A. Recording of this Restriction constitutes record notice and perfection of the SCHA's Lien and the Town's Lien. No further recordation of any claim of lien is required. However, the SCHA or the Town may elect to prepare, and record in the Office of the County Clerk and Recorder of the County, a written notice of lien. By virtue of the SCHA's Lien or the Town's Lien, the SCHA or the Town shall have the rights granted a lienor or under C.R.S. 38-38-101 *et seq.*, and the SCHA or the Town shall be entitled to file such notices and other information necessary to preserve its rights, as a lienor, to cure and redeem in foreclosure of the Property, as provided by C.R.S. 38-38-101 *et seq.* In addition, unless otherwise instructed by the SCHA or the Town in writing, the Owner shall sign, acknowledge, and cooperate in SCHA's or the Town's recording in the County Clerk and Recorder's Office immediately subsequent to the recording of the First Mortgage, a notice of the SCHA's Lien or the Town's Lien, substantially in the form attached hereto as Exhibit A, in order to assure that the SCHA or the Town receives notice in the event of the foreclosure of the First Mortgage pursuant to this Article. The notice shall not alter the priority date of the SCHA's Lien or the Town's Lien as established herein.

C. The sale or other transfer of the Property shall not affect the SCHA's Lien or the Town's Lien. No sale or deed in lieu of foreclosure shall relieve the Owner from continuing personal liability for payment of his or her obligations hereunder. The SCHA's Lien or the Town's Lien does not prohibit actions or suits to recover sums due pursuant to this Restriction and Agreement, or to enforce the terms of this Restriction, or to prohibit the SCHA or the Town from taking a deed in lieu of foreclosure.

9.3 SCHA's and Town's Option to Redeem and to Buy.

A. Foreclosure/SCHA's or Town's Option to Redeem. In the event of a foreclosure, the SCHA and the Town shall be entitled to receive notice of the foreclosure proceedings as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of the Property that are junior to the First Mortgage (as provided in C.R.S. §38-38-101 *et seq.*, or any succeeding statute). The SCHA and the Town shall have a right of redemption, and such other rights as a lienor in foreclosure, as its interest appears, in accordance with Colorado law governing foreclosure. The SCHA's Lien and the Town's lien is created pursuant to Section 9.2 above.

B. Deed in lieu of Foreclosure/Option to Buy. In the event that the First

Mortgagee takes title to the Property by deed in lieu of foreclosure, the SCHA and the Town shall have an option to buy the Property ("Option to Buy") exercisable in accordance with this paragraph. Within three (3) days after the First Mortgagee's first attempt to secure a deed in lieu of foreclosure, the Owner shall deliver written notice to the SCHA and the Town of such intent to Transfer title. The SCHA or the Town may exercise its Option to Buy by tendering the Deed In Lieu Price (as defined below) to the First Mortgagee, within thirty (30) days from and after vesting of title to the Property in the First Mortgagee by deed in lieu of foreclosure ("Deed in Lieu Option Period"). Upon receipt of the Deed in Lieu Price, the First Mortgagee shall deliver to the SCHA or the Town a special warranty deed conveying fee simple title in and to the Property, in which event this Restriction and Agreement shall remain valid and in full force and effect. The Deed in Lieu Price shall be equal to: (i) the amounts unpaid pursuant to the First Mortgage note; (ii) any other reasonable costs incurred by the First Mortgagee that directly relate to the deed in lieu of foreclosure; and (iii) any additional reasonable costs incurred by the First Mortgagee during the Deed in Lieu Option Period that are directly related to maintenance of the Property. The First Mortgagee shall convey only such title as it received through the deed in lieu of foreclosure and will not create or suffer the creation of any additional liens or encumbrances against the Property following issuance of the deed in lieu of foreclosure to the First Mortgagee. The First Mortgagee shall not be liable for any of the costs of conveyance of the Property to the SCHA, the Town, or its designee; *however*, the First Mortgagee shall cooperate with the SCHA or the Town in calculating the Deed in Lieu Price and in the execution of the Option to Buy.

C. Upon Exercising Option. In the event that the SCHA or the Town obtains title to the Property pursuant to this Article, the SCHA, the Town or its designee may sell the Property to a Qualified Buyer, or rent the Property to third parties until such time that the Property can be sold to a Qualified Buyer. The SCHA's or the Town's subsequent sale of the Property in these circumstances shall not be subject to the Maximum Sale Price restrictions set forth in Article VIII hereof.

D. Release upon Electing Not to Exercise Options. In the event that the SCHA or the Town does not exercise its Option to Redeem as described in this Article or its Option to Buy as described above, as applicable, within the time periods set forth in this Article, this Restriction shall automatically terminate and shall be of no further force and effect, and the SCHA and the Town shall prepare and execute a release of this Restriction and, within thirty (30) days of such termination, cause such release to be recorded in the records of the Clerk and Recorder of the County. Notwithstanding the foregoing, any and all claims of the SCHA and the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.4 Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Article IX shall be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provision; (2) the rule restricting restraints on alienation; or (3) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the shorter of (x) the term of this Restriction, or (y) the period of the lives of the

current duly elected and seated board of directors of the SCHA, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

ARTICLE X
ENFORCEMENT

10.1 Enforcement of This Restriction. The Declarant and each Owner hereby grants and assigns to SCHA or the Town the right to review and enforce compliance with this Restriction. Compliance may be enforced by SCHA or the Town by any lawful means, including without limitation, seeking any equitable relief (including, without limitation, specific performance and other equitable relief as set forth in Section 10.2 below), as well as a suit for damages; provided, however, in the event the Property is financed by a HUD-insured First Mortgage and is sold in violation of Section 8.3 hereof, such enforcement shall not include:

- A. acceleration of a mortgage;
- B. voiding a conveyance by an Owner;
- C. terminating an Owner's interest in the Property; or
- D. subjecting an Owner to contractual liability.

Notwithstanding the foregoing, in no event shall SCHA or the Town have any equitable remedies (including, but not limited to, the right to sue for specific performance or seek other equitable relief as set forth in Section 10.2) or the right to sue for damages if the Owner of the Property that was financed with a HUD-insured First Mortgage breaches or violates the terms, covenants and other provisions of Section 8.3 hereof and if to do so would violate any existing or future requirement of HUD, it being understood, however, that in such event, SCHA or the Town shall retain all other rights and remedies hereunder for enforcement of any other terms and provisions hereof, including, without limitation: (i) the right to sue for damages to reimburse SCHA or the Town, or its agents, for its enforcement costs and to require an Owner to repay with reasonable interest (not to exceed ten percent (10%) per annum) any assistance received in connection with the purchase of the Property; (ii) the right to prohibit an Owner from retaining sales or rental proceeds collected or received in violation of this Restriction; and (iii) the option to purchase granted to SCHA or the Town in Section 8.5(c) hereof. Venue for a suit enforcing compliance shall be proper in Summit County, Colorado and service may be made or notice given by posting such service or notice in a conspicuous place on the applicable Property. As part of any enforcement action on the part of SCHA or the Town, the applicable Owner shall pay all court costs and reasonable legal fees incurred by SCHA or the Town, or its agents, in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of SCHA or the Town's or its agents, attorney spent on such claims at the rates generally charged for similar services by private practitioners within the County.

10.2 Injunctive and other Equitable Relief. Declarant and each Owner agree that in the

event of Declarant's or Owner's default under or non-compliance with the terms of this Restriction, SCHA or the Town shall have the right to seek such equitable relief as it may deem necessary or proper, including, without limitation, the right to: (a) seek specific performance of this Restriction; (b) obtain a judgment from any court of competent jurisdiction granting a temporary restraining order, preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of the Property made in violation of this Restriction. Any equitable relief provided for in this Section 10.2 may be sought singly or in combination with such legal remedies as SCHA or the Town may be entitled to, either pursuant to this Restriction, under the laws of the State of Colorado or otherwise.

ARTICLE XI

GENERAL PROVISIONS

11.1 Equal Housing Opportunity. Pursuant to the Fair Housing Act, Declarant, the SCHA, and the Town shall not discriminate on the basis of race, creed, color, sex, national origin, familial status or disability in the lease, sale, use or occupancy of the Property.

11.2 Rules, Regulations, and Standards. The SCHA shall have the authority to promulgate and adopt such rules, regulations and standards as it may deem appropriate, from time to time, for the purpose of carrying out its obligations and responsibilities described herein, all of which rules, regulations and standards, and any amendments thereof, shall be subject to approval of the Town.

11.3 Waiver of Exemptions. Every Owner, by taking title to the Property, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

11.4 Enforcement. Except as otherwise provided herein, the SCHA, the Town, the Declarant, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations imposed by the provisions of this Restriction and shall be entitled to specific enforcement of the same. Failure by any party described in this paragraph to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right by such party or any other party to do so thereafter.

11.5 Expenses of Enforcement. In the event that any party entitled to enforce the terms of this Restriction shall be required to bring any action as the result of any breach of the terms of this Restriction by any Owner, the party bringing such action shall be entitled to recover from and against the Owner in breach of these Restrictions, in addition to any and all other remedies available at law or in equity, reasonable attorney's fees and costs incurred in the enforcement of these Restrictions and in the bringing of such action, and the party against whom such fees and costs are awarded shall be personally liable for the payment of such fees and costs, and such award and judgment shall constitute a lien against the Property owned by the party in breach of these Restrictions which lien may be

enforced by foreclosure of the defaulting Owner's Property in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado or elimination of Owner's resale gain on the Property.

11.6 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no way affect any other provisions, it being the intent of the Declarant, SCHA and Town that such invalidated provision be severable.

11.7 Term. The restrictions contained herein shall run with the land and bind the land for a term of 99 years from the date that this covenant is recorded, after which time the terms of this Covenant shall be automatically extended for successive periods of 10 years.

11.8 Amendment. This restriction may be amended only by an instrument recorded in the records of Summit County executed by the Town and the then-Owner of the Property.

11.9 Successor to SCHA. In the event that, at any time during the duration of this Restriction, the SCHA ceases to exist, all reference in this Restriction to SCHA shall, thereafter, mean the Town its successors, assigns, or any other entity designated by the Town to administer or enforce the provisions hereof, or to perform the functions of the SCHA as described herein.

11.10 No Third Party Beneficiaries. This Restriction is made and entered into for the sole protection and benefit of the SCHA, the Town and the Owner. Except as otherwise specifically provided for herein, no other person, persons, entity or entities, including without limitation prospective buyers of the Property, shall have any right of action with respect to this Restriction or right to claim any right or benefit from the terms provided in this Restriction or be deemed a third party beneficiary of this Restriction.

11.11 Non-Liability. SCHA and Town and their respective employees, members, officers and agents shall not be liable to any Owner or third party by virtue of the exercise of their rights or the performance of their obligations under this Restriction. The parties understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Restriction, the monetary limitations or any other rights, immunities or protections afforded by the Governmental Immunity Act, CRS §§ 24-10-101, et seq., as they may be amended, or any other limitation, right, immunity or protection otherwise available to the parties.

11.12 Exhibits. All exhibits attached hereto are incorporated herein and by this reference made part hereof.

11.13 Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.

11.14 Personal Liability. Each Owner shall be personally liable for any of the transactions contemplated herein, jointly and severally with his or her co-owners.

11.15 Further Actions. The Owner and Owner's successors and assigns agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Restriction or any agreement or document relating hereto or entered into in connection herewith.

11.16 Notices. Any notice, consent or approval which is required or permitted to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Restriction. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Declarant:

To the Town:

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

To the Summit Combined Housing Authority:

Summit Combined Housing Authority
P.O. Box 188
Breckenridge, CO 80424

To the Owner:

To be determined pursuant to the Notice of Lien and Memorandum of Acceptance (as shown on Exhibit A) recorded with respect to each transfer of the Property.

11.17 Choice of Law. This Covenant and each and every related document shall be governed and constructed in accordance with the laws of the State of Colorado.

11.18 Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

11.19 Headings. Article and Section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

11.20 Signatures. Signatures to this Restriction may be in counterparts and by facsimile or scanned emailed document.

11.21 Approval. Wherever an approval is required by the SCHA or the Town, in all instances approval by the Town shall be deemed sufficient. Town “approval” shall mean approval by the Town Manager or his or her designated representative.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand unto this Restriction this _____ day of _____, 20__.

_____, a

By:

Name:

Title:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me as of the _____ day of _____, 20__, by _____ as _____ of _____, a _____.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT A

**NOTICE OF LIEN AND MEMORANDUM OF ACCEPTANCE
OF RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF
LIEN FOR UNIT __, OF _____,**

**_____ ,
SUMMIT COUNTY, COLORADO**

WHEREAS, _____[Buyer Name]_____, the
“Buyer” is purchasing from _____[Seller Name]_____,
the “Seller,” at a price of \$_____ [purchase price amount]_____, real property
described _____ as: _____ [Legal
Description]_____, according to the plat recorded under
Reception No. _____, in the real property records of the County
of Summit, Colorado (the “Property”); and

WHEREAS, the Seller of the Property is requiring, as a prerequisite to the sale
transaction, that the Buyer acknowledge and agree to the terms, conditions and
restrictions found in that certain instrument entitled “Residential Housing Restrictive
Covenant and Notice of Lien for Unit _____, of _____,
Town/County, Colorado”, recorded on _____, 20__, under Reception No.
_____, in the real property records of the County of Summit, Colorado (the
“Restrictive Covenant”).

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the
Buyer:

1. Acknowledges that Buyer has carefully read the entire Restrictive
Covenant, has had the opportunity to consult with legal and financial counsel concerning
the Restrictive Covenant and fully understands the terms, conditions, provisions, and
restrictions contained in the Restrictive Covenant.

2. States that the Notice to Buyer should be sent to:

3. Directs that this Notice be placed of record in the real estate records of the
County of Summit, Colorado and a copy provided to the Summit County Housing
Authority and the Town of Frisco (as defined in the Restrictive Covenant).

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the _____ day of _____, 20__.

BUYER(S):

Print Name(s): _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT B

Town of Frisco Qualifying Capital Improvement Summary

As permitted through the Residential Housing Restrictive Covenant and Notice of Lien for Unit ____, of _____, Town of Frisco, Summit County Colorado, the process for submitting Qualifying Capital Improvements (QCI) includes the information below:

- a. Qualifying Capital Improvements shall be approved by the Community Development Department and calculated in accordance with Residential Housing Restrictive Covenant and Notice of Lien.
- b. Certain improvements to a unit may be included in a unit’s Maximum Resale Price. The following table outlines the costs that may be included in an owner’s base price, items which will not be considered Qualifying Capital Improvements, items which will be allowed as Qualifying Capital Improvements and depreciated on a five year schedule and items which will be allowed as Qualifying Capital Improvements and depreciated on a twenty year schedule.

<p><u>Items included in Base Price</u></p> <ul style="list-style-type: none"> · Purchase price, including garage, lot premium, heating systems and water heaters <p>The following items may be included in base price with the written approval of the Community Development Department prior to the commencement of the work:</p> <ul style="list-style-type: none"> · Structural addition or addition of livable space including bathrooms, bedrooms, exterior door, interior doors, baseboard, window casing, insulation and plumbing (excluding fixtures) · Modifications or improvements to accommodate a person with a disability as defined in the Americans with Disabilities Act of 1990 · Roof replacement 	<p><u>Items which are NOT Qualifying Capital Improvements</u></p> <ul style="list-style-type: none"> · All work performed without the issuance of a building permit · Jacuzzis, saunas, steam showers, hot tubs, etc. · Maintenance of existing fixtures, appliances, plumbing, mechanical systems, painting, cleaning, etc. and improvements to existing fixtures · Decorative items including window coverings, lamps and lighting not affixed to walls or ceilings, bath towel bars and hooks, etc. · Interior paint · Cost of tools · Equipment Rental · Removable items not attached to the unit
<p><u>Items depreciated on 5 year schedule</u></p> <ul style="list-style-type: none"> · Replaced appliances · Washer and dryer (including 	<p><u>Items depreciated on 20 year schedule</u></p> <ul style="list-style-type: none"> · Flooring and countertop upgrades including hardwood,

<ul style="list-style-type: none"> stackable) · Carpet upgrades including pad · Permanent fitted window blinds · Garage door openers · Gutters and downspouts · Security system · Electric fireplace · Exterior paint · Ceiling fans · Storm doors · Laminate flooring · Building permit fees · Improvements for health and safety protection 	<ul style="list-style-type: none"> stone, slate, granite, marble, tile, etc. · Light fixtures (electrical fixtures & wiring) · Plumbing fixtures including sinks and toilets · Cabinets including vanities · Closet organization systems · Trees and permanent landscaping including sod, concrete pads, concrete pavers, etc. · Outdoor decks · Irrigation system · Fencing · Gas fireplace · Windows · Solar Panels · Asphalt roof shingles (single family & duplex)
--	---

For an owner to request that Qualifying Capital Improvements be added to the Maximum Resale Price, he or she must comply with the following:

- a. Upon completion of the work, Community Development Department requests the following:
 - i. Legible copies of receipts and invoices
 - ii. Proof of payment by a third party
 - iii. Owners must retain original receipts and invoices
- b. In calculating the costs allowed as Qualifying Capital Improvements, only the owner's actual out of pocket costs and expenses shall be eligible for inclusion. Such amount shall not include an amount attributable to owner's labor, or that of their employees or business, or to any appreciation in the value of these improvements.
- c. If an owner pays cash for improvements, the owner must provide third party documentation of payment. An owner must have an invoice for improvements, but if no such documentation of proof of cash payment can be produced, the Community Development Department can inspect the improvement completed in the unit. Up to 75% of documented invoice value may be included after an inspection, subject to depreciation, at the Community Development Department's sole discretion.

- d. Work that requires and is performed without the issuance of all required building permits or property owners' association approval will not be included as a Qualifying Capital Improvement.
- e. The value of the Qualifying Capital Improvements will be added to the appreciated value of the unit at the time of sale. No appreciation is allowed on Qualifying Capital Improvements.
- f. Other improvements to the Affordable Housing unit are allowed, but adjustments to the Maximum Resale Price will only be given for Qualifying Capital Improvements.

If a Qualifying Capital Improvements or an improvement included in the base price of the unit is removed or is no longer operational, the actual cost of the improvement shall be deducted from the base price or Qualifying Capital Improvement schedule. No other categories or types of expenditures may qualify as Qualifying Capital Improvements unless pre-approved in writing by the Community Development Department.

5 Year Depreciation Schedule % of Cost	Months	Years
75%	Up to 12 months	Up to 1 year
50%	12-36	2-3
25%	36-60	3-5
0%	60+	5+

20 Year Depreciation Schedule % of Cost	Months	Years
100%	Up to 24 months	Up to 2 years
90%	24-48	2-4
80%	48-72	4-6
70%	72-96	6-8
60%	96-120	8-10
50%	120-144	10-12
40%	144-168	12-14
30%	168-192	14-16
20%	192-216	16-18
10%	216-240	18-20
0%	240+	20+

Community Development Department may accelerate depreciation or exclude items if damaged beyond ordinary depreciation.

OWNER'S AFFIDAVIT REGARDING CAPITAL IMPROVEMENTS

The undersigned, _____,
being of lawful age and having been duly sworn, upon personal knowledge states and
alleges as follows:

- 1. I am the Owner of property located at the following street address:

_____.

- 2. I verify and acknowledge that the receipts and proof of payment submitted with this Affidavit represent the actual costs expended for Improvements to my home located at the address above and that the receipts are valid and correct receipts tendered at the time of purchase.
- 3. I verify and acknowledge that true and correct copies of any building permit or certificate of occupancy required to be issued by the Town of Frisco Building Division with respect to the Improvements have been submitted with this Affidavit.

I declare under penalty of perjury that I have read this Affidavit and the statements contained in it are true and correct to the best of my knowledge.

Date: _____

Signature of Owner

State of _____)

) ss.

County of _____)

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

Witness my hand and official seal.

My commission expires: _____.

Notary Public

Attachment 3

JUNE 11, 2019
TOWN COUNCIL DOCUMENTS



MEMORANDUM

P.O. Box 4100 U FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: KATIE KENT, PLANNER
RE: DEED RESTRICTED COVENANTS
DATE: JUNE 11, 2019

Summary:

This work session serves as an opportunity for the Town Council to discuss potential revisions to the Town of Frisco's Residential Housing Restrictive Covenant and Notice of Lien document. The purpose of the work session is to evaluate an alternative method for calculating permitted resale price. If determined to be appropriate by the Town Council, the Town's existing deed restrictions could be amended to adopt an alternative methodology for calculating the allowable maximum resale price, and the alternative methodology could also be used in new deed restrictions for affordable workforce housing developments moving forward. Further modifications are proposed as clean-up items and also discussed in this report to receive Town Council feedback.

Town Staff notes that the goal of any modification to the deed restrictions shall be to keep the buyer's price in the same or similar affordable range as when the unit was previously purchased, allow the seller flexibility in price allowing for competition among sellers and encourage capital investment while also promoting upkeep and maintenance of the units. Any modifications approved will not be automatic changes to deed restrictions, property owners would be required to opt-in to the proposed new covenant.

Background:

For reference, Article II of the Residential Housing Restrictive Covenant states:

"The purpose of this Restriction is to restrict ownership, occupancy and sale of the Property in such a fashion as to provide, on a permanent basis, moderately priced housing to be occupied by Resident Eligible Households, which Resident Eligible Households, because of their income, may not otherwise be in a position to afford to purchase, own, and occupy other similar properties, and to help establish and preserve a supply of moderately priced housing to help meet the needs of the locally employed residents of Summit County."

“Affordable Housing” is defined in Frisco Town Code 180-9.3 as:

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

Article VIII, Resale of the Property

Maximum Resale Price has come before Town Council in 2015 and again in 2018. While some deed restriction language differs, the majority of deed restrictions within the Town of Frisco, including Peak One Neighborhood, state:

- A. *The Maximum Resale Price of a Property shall be equal to the sum of:*
- (1) *The lesser of:*
 - a. *the Purchase Price paid by the Owner for the Property, plus an increase of three percent (3%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month) from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually; or*
 - b. *the Purchase Price paid by the Owner for the Property, plus a percentage increase equal to the percentage increase in the Area Median Income from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract (prorated at the rate of 1/12 for each whole month), such percentage increase to not be compounded annually.*
 - (2) *Plus the amount of any commission payable to the SCHA.*

At the October 13, 2015 Town Council Meeting (Minutes attached as Exhibit A), the Council passed a motion indicating that annual appreciation will be calculated at 3% per year for all time periods when Area Median Income (AMI) change is either zero or negative. This is currently utilized for resale calculations. Following the 2015 Town Council decision, the Town of Frisco began using the below calculation for maximum resale price on new covenants:

8.3. Maximum Resale Price.

- A. *The Maximum Resale Price of a Property shall be equal to the sum of:*
- (1) *the Purchase Price paid by the Owner for the Property;*
 - (2) *plus an increase of three percent (3%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month) from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually;*
 - (3) *plus the amount of any commission payable to the SCHA.*

Town Staff proposes the following Maximum Resale Price:

- A. If the Owner lists the unit for sale with a contracted realtor with the Summit Combined Housing Authority (SCHA), the Owner may add the amount paid in sales commission, up to two percent (2%), to the Maximum Resale Price.
- B. The Maximum Resale Price of a Property shall be no greater than the sum of:
- (1) The Purchase Price paid by the Owner of the Property as identified on closing documents at the time of purchase by Owner-Seller; and
 - (2) three-percent (3%) increase of Purchase Price per year from the date ownership transferred at the close of escrow to the date of Owner-Seller's transfer of ownership to new Buyer of Property; such percentage increase shall be calculated as simple interest, not to be compounded annually and will be prorated at the rate of 1/12th for each whole month of ownership; and
 - (3) the cost of Permitted Capital Improvements as approved by the Town of Frisco; and
 - (4) the cost of real estate commission as negotiated by the Seller if the Owner lists the unit for sale with a private real estate broker (as opposed to a contracted realtor with the Summit Combined Housing Authority (SCHA), (not to exceed the total sum calculation of this section); and
 - (5) the total sum of B.(1) through B.(4) in this paragraph shall be no greater than the most current (at time of sale) published Summit County AMI Maximum Sales Price for the Seller's Household size as qualified at the time Owner-Seller purchased the home (*for example, at the time Owner-Seller purchased their home they were qualified as a 2-bedroom household at 80% AMI; at the time of Resale, the maximum sales price shall be no greater than the sum of B.(1) through B.(4), not to exceed 2-bedroom household at 80% AMI as identified on Summit County AMI Maximum Sales Price at the time the home closes escrow on resale*). **At the owner's discretion, the maximum resale price is not required to be less than the purchase price paid by the owner of the property as identified on closing documents at the time of purchase by Owner-Seller.**

This proposed resale price meets the goal of keeping the buyer's price in the same or similar affordable range as when the unit was previously purchased, allow the seller flexibility in price allowing for competition among sellers and encourage capital investment promoting upkeep and maintenance of the units.

Additional points for the Town Council to consider:

- Other jurisdictions within Summit County are occasionally beginning to utilize a two percent (2%) increase of purchase price. Staff thinks that since deed restricted owners in Frisco originally purchased the properties with the potential to receive up to a three percent (3%) increase of purchase price, then reducing the potential percent increase from three percent (3%) to two percent (2%) takes away property owner's rights from when they originally purchased the property.
- Recent history has shown that when owners know they will not get the return on investments they make on the property (permitted capital improvements) they are allowing the unit's quality to deteriorate. By providing the option of permitted capital improvements in all deed restricted units, owners are more likely to invest in their property knowing that they may get a return on it during the resale.
- Concern has been raised within the Summit County community that when real estate commissions are restricted within the covenants, sellers are choosing to sell by owner since they do not want to lose money in the resale paying for real estate commission costs. This is resulting in problems between buyers and sellers during sales not having guidance from realtors who can explain the covenants and address other concerns.
- Whereas the AMI and the assumptions made off it may lead the maximum sales price to increase or decrease, this is what also happens to the general market. Owning a home does not guarantee an owner that they will make money during the resale. The goal is to ensure that the buyer's price is in the same or similar affordable range. If a unit was originally sold to a 100% AMI, then the goal is to continue to allow it to be affordable to future buyers at the 100% AMI.
- No matter what the maximum resale price is, it is the maximum; not the required. If a seller cannot find a buyer that can qualify at the AMI level for the price they want to sell it at, they will have to lower the sale price.

Permitted Capital Improvements

Town Staff recommends that the following paragraph be added to restricted covenants:

Article I, Definitions:

"Permitted Capital Improvements" means those improvements to a Unit performed by the Owner, which shall qualify for inclusion within the calculation of Maximum Resale Price if such improvements are set forth in the PCI schedule contained in the Frisco Housing Guidelines, and if the Owner furnishes the Town or its designee with the following information:

- i. Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;*
- ii. Affidavit verifying the receipts are valid and correct receipts tendered at the time of purchase; and*
- iii. True and correct copies of any building permit or certificate of occupancy required to be issued by the Town for the Permitted Capital Improvements.*

Create new paragraph and insert in as Section 8.4:

Allowance for Permitted Capital Improvements. Subject to the limitations of this Section, for the purpose of determining the Maximum Resale Price in accordance with this Covenant, the Owner may add to the amount specified in Section 8.3 above, the cost of approved and Permitted Capital Improvements ("PCI"), as set forth in the PCI schedule maintained by the Town, as such schedule is amended from time to time.

It should be noted that at this time the Town of Frisco does not have housing guidelines. This is a document that the Town should have, and Staff is currently working on. An example of Silverthorne's Housing Guidelines is attached as Exhibit B to show what the document could contain. Summit County, along with the towns of Breckenridge, Silverthorne and Dillon, are currently working on housing guidelines for their jurisdictions and Frisco staff will be attending meetings among jurisdictions to ensure that relevant information is incorporated within the housing guidelines.

Within the Housing Guidelines document, Permitted Capital Improvements (PCI) will be summarized. The description of qualifying permitted improvements will include a depreciation schedule. "Miller Ranch Permitted Capital Improvement Summary" is attached as Exhibit C to show an exhibit of what the regulation of PCI's may look like.

In addition to changes to Maximum Resale Value and Permitted Capital Improvements, Town Staff proposes the following clean-up items to the Town of Frisco's Residential Housing Restrictive Covenant and Notice of Lien document:

Article I, Definitions.

C. "Eligible Household" means a household earning not more than One Hundred percent (100%) of the AMI and that has been approved by either the SCHA or the Town so as to allow for the execution by the SCHA or Town of the form of approval set forth in Section 5.3 of this Restriction. A household's income for purposes of determining whether such household meets this definition of eligibility shall be determined at the time of purchase or, if applicable, commencement of leasehold occupancy. For purposes of the determination of the number of people that constitute a household under this definition, any Resident or Dependent spouse of a Resident who is pregnant at the time of the determination of whether a household meets the income limitation provided in this definition shall be deemed to be two (2) people.

Some covenants in Peak One Neighborhood have been revised to permit an eligible household to earn an additional ten percent (10%) above the AMI established for that property. For example, some Category 1 (80% AMI) units have been permitted to have an eligible household qualify up to ninety percent (90%) AMI. Not all properties have this ten percent (10%) increase and one property was found to have a fifty percent (50%) increase. This AMI increase in eligible households has been referred to as the "gap" or "spread".

To standardize deed restrictions, Town Staff would recommend a twenty percent (20%) increase to the eligible household definition within all covenants. If a property has already been approved a ten percent (10%) increase they will only get an additional ten (10%) increase. This gap allows qualifying buyers to utilize a portion of their income to pay for needs which the AMI sales price numbers do not take into

account such as monthly payments for educational loans, childcare, etc. The twenty percent (20%) spread acknowledges the fact that AMIs criteria is perpetrated based on variables. Allowing a twenty percent (20%) fluctuation in eligible household aids in alleviating these.

M. "Purchase Price" shall mean all consideration paid by the purchaser to the seller for the Property, but shall EXCLUDE any proration amounts, taxes, costs and expenses of obtaining financing, cost of furnishings or personal property, lenders fees, title insurance fees, closing costs, inspection fees, real estate purchase and/or sales commission(s) or other fees and costs related to the purchase of the Property but not paid directly to Seller.

The definition of "Purchase Price" has not been followed by the Summit County Housing Authority (SCHA) for resale calculations as they do not have the ability to exclude the proration amounts, taxes, costs and expenses of obtaining financing, cost of furnishings or personal property, lenders fees, title insurance fees, closing costs, inspection fees, real estate purchase and/or sales commission(s) or other fees and costs related to the purchase of the Property but not paid directly to Seller. Without these specific costs, they cannot deduct them from the purchase price. Instead, resale calculations are based off the purchase price as stated through the Summit County Assessor's property information records.

The proposed change removes the exclusions associated with purchase price.

M. Purchase Price shall mean all consideration paid by the purchaser to the seller for a Unit as defined in the Guidelines

O. "Resident" means a person and his or her Dependents, if any, who (i) at the time of purchase of a Unit and all times during ownership or occupancy of the Property, earns his or her living from a business operating in Summit County, by working at such business an average of at least 30 hours per week on an annual basis, or (ii) is a person who is approved, in writing, by SCHA or the Town/County which approval shall be based upon criteria including, but not limited to, total income, percent of income earned within Summit County, place of voter registration, place of automobile registration, and driver's license address and other qualifications established by the SCHA or the Town from time to time. (Compliance with each of these criteria is not necessary; in certifying Residents, the SCHA or the Town shall consider the criteria cumulatively as they relate to the intent and purpose of this Restriction). A person over 65 years of age shall remain a Resident regardless of his or her working status, so long as he or she has owned and occupied the Property, or other real property within Summit County that is deed restricted for affordability, for a time period of not less than seven (7) years. The term "business" as used in this Article I, Subsection M, and Section 5.1.B. shall mean an enterprise or organization providing goods and/or services, whether or not for profit, and shall include, but not be limited to, educational, religious, governmental and other similar institutions.

The Town of Frisco Community Development Staff receives requests from prospective buyers requesting to be approved due to extenuating circumstances. Over the past twelve months, these requests have included ownership of other properties within the United States, high educational loans that limit what they can afford to pay in a mortgage, work at

Henderson Mill outside of Summit County limits, and a veteran who is not employed within the County. Since the Town does not have standard policies to allow deviations, the requests have all been denied. Until such time as the Town has policies in place to allow deviations, Town Staff requests the language as stated below be deleted as Town Staff does not ever find a reason to grant these requests.

(ii) is a person who is approved, in writing, by SCHA or the Town/County which approval shall be based upon criteria including, but not limited to, total income, percent of income earned within Summit County, place of voter registration, place of automobile registration, and driver's license address and other qualifications established by the SCHA or the Town from time to time. (Compliance with each of these criteria is not necessary; in certifying Residents, the SCHA or the Town shall consider the criteria cumulatively as they relate to the intent and purpose of this Restriction)

Housing Guidelines: The Town of Frisco does not have housing guidelines in place. An example of Silverthorne's Housing Guidelines is attached as Exhibit B to show what the document could contain. Summit County along with the towns of Breckenridge, Silverthorne and Dillon are currently working on housing guidelines for their jurisdictions and Frisco staff will be attending meetings among jurisdictions to ensure that relevant information is incorporated within the housing guidelines. Topics to be included in the housing guidelines may include:

- Permitted Capital Improvements – a list of what improvements will qualify as a permitted capital improvement, including but not limited to energy efficiency upgrades.
- Annual monitoring requirements
- Exceptions to Occupancy Requirements
- Clarification on when annual AMI goes into effect and a thirty (30) day time period in which owners and sellers may utilize the old or new AMI numbers.
- “Spread” or “Gap” defined for eligible households if Town Council chooses to support a 10%, 20% or 30% increase.

Recommendation: The deed restriction provisions proposed should be looked at in terms of the overall and long-term applicability to the community and not with regard to one circumstance.

Financial Impact: The proposed modifications to the Town of Frisco's Residential Housing Restrictive Covenant and Notice of Lien document do not have direct financial impact to the Town of Frisco. However, the intent of modifying the maximum resale calculation and allowing permitted capital improvements shall have financial considerations to homeowners of deed restricted units.

Council Strategic Plan Relevance: The 2019-2020 Strategic Plan, adopted May 28, 2019, includes the strategic priority of “Inclusive Community”. Within this priority, it is noted:

Description: An inclusive community includes families of all backgrounds and income levels, where diverse interests and ideas are welcomed; a community striving to ensure there are a variety of housing options, childcare, and educational opportunities for its residents; a community where vibrancy abounds and its leaders consider the impact of their decisions from social equity, environmental, and economic perspectives.

Additionally, it is stated:

Goal: Strengthen Affordable Housing Deed Restrictions Covenants

Ø Present options to Town Council considering alternatives and impacts

Ø Adopt optional program for residents in deed restricted housing

The proposed modifications to the Town of Frisco's Residential Housing Restrictive Covenant and Notice of Lien document enhance the inclusive community priority through ensuring the Town maintains a variety of housing options for its residents. The proposed modifications are consistent with the Strategic Plan and the Town Council's priorities.

Reviews and Approvals: This report has been reviewed by:

Nancy Kerry, Town Manager

Bonnie Moinet, Finance Director - Approved

Attachments:

- Exhibit A, October 13, 2015 Meeting Minutes
- Exhibit B, Silverthorne's Housing Guidelines
- Exhibit C, Miller Ranch Permitted Capital Improvement Summary
- 2018 Summit County Area Median Income (AMI)
- Redlined Version of proposed changes

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
OCTOBER 13, 2015**

Mayor Wilkinson called the meeting to order at 7:00 p.m.

Present:

Kim Cancelosi
Dan Kibbie
Hunter Mortensen
Larry Sawyer
Gary Wilkinson

Absent:

Kathleen Bartz
Tom Connolly

Public Comment:

There was no public comment.

Council Comment:

Council member Sawyer complimented the construction crews working on Main Street.

Proclamation:

Mayor Wilkinson proclaimed October 2015 National Community Planning Month.

Consent Agenda:

Minutes September 22, 2015 Meeting
Priority Trails In and Around Frisco – 5 Year Implementation Plan – Phase II

**MOTION: COUNCIL MEMBER SAWYER MOVED TO APPROVE THE CONSENT AGENDA.
SECOND, COUNCIL MEMBER CANCELOSI. VOTE:**

BARTZ	ABSENT	MORTENSEN	YEA
CANCELOSI	YEA	SAWYER	YEA
KIBBIE	YEA	CONNOLLY	ABSENT
WILKINSON	YEA	MOTION CARRIED.	

New Business:

Agenda Item #1: Planning File No. 271-15-AP: An Appeal of the Planning Commission Decision to Deny a Development Application for a Proposed Detached Garage with an Upper Story Dwelling Unit (Planning File No. 197-15-DA), Located at 310B Creekside Drive / Lot 3-B, Provost Townhouses STAFF: BILL GIBSON 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Senior Planner Bill Gibson stated that Gavin Keiner, (“applicant for appeal”) is requesting that the Town Council overturn the Planning Commission’s September 3, 2015, decision to deny a development application for a proposed detached garage with an upper story dwelling unit (Planning File #197-15-DA), located at 310B Creekside Drive / Lot 3-B, Provost Townhouses. The Planning Commission denied the

development application with a finding that the proposed projections into the bulk plane did not provide substantial architectural relief in conformance with the standards of the Residential Overlay District. Mayor Wilkinson opened the public hearing at 7:05 p.m. The applicant spoke in support of his appeal. Neighbor Mark Sabatini spoke in support of revisiting zoning code regarding this request. There being no public comment, Mayor Wilkinson closed the public hearing at 7:35 p.m.

MOTION: COUNCIL MEMBER SAWYER MOVED TO ADOPT THE RECOMMENDED FINDINGS, SPECIAL AND STANDARD CONDITIONS, SET FORTH IN THE STAFF MEMORANDUM TO COUNCIL DATED OCTOBER 13, 2015, AND REVERSE, THE PLANNING COMMISSION DECISION OF SEPTEMBER 3, 2015, TO DENY THE DEVELOPMENT APPLICATION/REQUEST FOR A PROPOSED DETACHED GARAGE WITH AN UPPER STORY DWELLING UNIT LOCATED AT 31B CREEKSIDE DRIVE / LOT 3-B, LOT 3-B, PROVOST TOWNHOUSES. SECOND, COUNCIL MEMBER MORTENSEN. VOTE:

BARTZ	ABSENT	MORTENSEN	YEA
CANCELOSI	YEA	SAWYER	YEA
KIBBIE	NO	CONNOLLY	ABSENT
WILKINSON	YEA	MOTION CARRIED.	

Agenda Item #2: First Reading, Ordinance 15-08, an Ordinance Levying General Property Taxes for the Year 2015 to Help Defray the Cost of Government for the Town of Frisco, Colorado for the 2016 Budget Year STAFF: BONNIE MOINET 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

Finance Director Bonnie Moinet indicated that this ordinance allows the Town to levy general property taxes for the year 2015 to help defray the cost of government for the Town of Frisco for the 2016 budget year. Pursuant to Section 39-1-111.5, C.R.S., if a local government needs property tax to balance its proposed budget, the Town Council, through an official action, must set and certify a mill levy by ordinance or resolution. It must then certify the mill levy to the Board of County Commissioners. The mill levy has to be certified to the BOCC by December 15. Mayor Wilkinson opened the public hearing at 7:42 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:43 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE ON FIRST READING ORDINANCE 15-08, AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2015 TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF FRISCO, COLORADO FOR THE 2016 BUDGET YEAR. SECOND, COUNCIL MEMBER SAWYER. VOTE:

BARTZ	ABSENT	MORTENSEN	YEA
CANCELOSI	YEA	SAWYER	YEA
KIBBIE	YEA	CONNOLLY	ABSENT
WILKINSON	YEA	MOTION CARRIED.	

Agenda Item #3: First Reading, Ordinance 15-09, Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amount and for the Purposes as Set Forth Below for the Town of Frisco, Colorado for the 2016 Budget Year STAFF: BONNIE MOINET 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

Finance Director Bonnie Moinet indicated that this ordinance appropriates sums of money to various funds and spending agencies. An appropriation is the legal spending limit authorizing the expenditures set forth in the budget by the governing board. The Town Council through an official action must enact the

appropriation, by ordinance or resolution. The budget is merely a fiscal plan for the coming year, while the appropriation is the legal authority to spend the money. Mayor Wilkinson opened the public hearing at 7:45 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:46 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE ON FIRST READING ORDINANCE 15-09, AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNT AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE TOWN OF FRISCO, COLORADO FOR THE 2016 BUDGET YEAR. SECOND, COUNCIL MEMBER SAWYER. VOTE:

BARTZ	ABSENT	MORTENSEN	YEA
CANCELOSI	YEA	SAWYER	YEA
KIBBIE	YEA	CONNOLLY	ABSENT
WILKINSON	YEA	MOTION CARRIED.	

Agenda Item #4: Consideration and Possible Action on the Interpretation of Certain Provisions, Concerning Resale, of the Town's Form of Affordable Housing Covenant
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

Town Attorney Thad Renaud indicated that staff proposed revised maximum resale price for Town of Frisco deed restriction covenants at a previous meeting. As a result, staff requires interpretation of existing deed restrictions where there is a zero or negative AMI in which case staff's recommendation is to refer to the maximum increase of 3% of purchase price. Mayor Wilkinson opened the public hearing at 7:49 p.m. The Executive Director of the Housing Authority, Jennifer Kermode expressed concern if the Town does not have two formulas. There being no public comment, Mayor Wilkinson closed the public hearing at 8:03 p.m.

MOTION: COUNCIL MEMBER SAWYER MOVED TO ADVISE THE SUMMIT COMBINED HOUSING AUTHORITY THAT THE TOWN'S OFFICIAL INTERPRETATION OF SECTION 8.3 OF ITS AFFORDABLE HOUSING COVENANT CONCERNING MAXIMUM RESALE PRICE IS THAT WHEN THE AMI YEAR OVER YEAR IS NEGATIVE OR ZERO, SECTION 8.3.1.A IS THE ONLY INFLATOR AND IN THAT INSTANCE SUBSECTION B IS NOT CONSIDERED BECAUSE THE CACLUCLATION CANNOT BE COMPLETED. SECOND, COUNCIL MEMBER CANCELOSI. VOTE:

BARTZ	ABSENT	MORTENSEN	YEA
CANCELOSI	YEA	SAWYER	YEA
KIBBIE	YEA	CONNOLLY	ABSENT
WILKINSON	YEA	MOTION CARRIED.	

Adjourn:

There being no further business, the meeting adjourned at 8:03 p.m.

Respectfully Submitted,

Deborah Wohlmuth, CMC
Town Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

970.262.7360
www.silverthorne.org

601 Center Circle. PO Box 1309
 Silverthorne, CO 80498

SILVERTHORNE HOUSING GUIDELINES

1. General. These Guidelines are intended to supplement the Restrictive Covenant for the Smith Ranch Development (the "Covenant"). These Guidelines may be updated by the Town as necessary, and the current version of these Guidelines shall always control over any prior version. In the event of any conflict between these Guidelines and the Covenant, the Covenant shall control. Capitalized words in this document are defined in the Covenant.

2. Annual Verification. The Town shall verify the use and occupancy of a Unit.

a. No later than November 1st of each year, every Owner shall submit a sworn affidavit, on form provided by the Town, verifying that the Unit is occupied in accordance with the Covenant. The affidavit shall be accompanied by the following supporting documentation:

- 1) Copies of two forms of identification, one with a photo of the Owner(s) and one with a street address of the Owner(s). Acceptable forms of identification include a valid driver license, passport, state-issued photo ID card; as well as a current utility bill or a tax bill.
- 2) Verification of current employment and employment during the prior year. This includes a standard form provided by the Town, and supporting information such as paystubs with employer's name, address and contact information;
- 3) Signed authorization allowing the Town to discuss employment details with the Owner's employer.

Other documents that may be required:

- 4) The Owner's federal and state income tax return (all pages) from the prior year, together with an executed Internal Revenue Service Form 8821 or equivalent;
- 5) Copy of business licenses, where applicable, for self-employed or work from home employees;
- 6) If the Unit was leased during the prior year, copies of all leases of the Unit during the prior year; and
- 7) If the Unit was leased during the prior year, the information set forth in subsections 1-3 above, for each Authorized Lessee.
- 8) Information, documents, or certificates, which the Town reasonably deems necessary to substantiate the Owner's continuing compliance with the provisions of the Covenant.

3. Exceptions to Occupancy Requirements. The owner of a unit may request an exception to the occupancy restrictions of the Covenant through the following process:

a. Within 30 days of failing to meet the requirements of the Covenant, the owner requesting an exception must provide a narrative explaining the need for the exception, as well as supporting written evidence confirming the reason for the request, including, but not limited to, the following:

- 1) A former employer's documentation of involuntary unemployment
- 2) Confirmation of employment requiring a relocation
- 3) Military duty
- 4) Leave of Absence or sabbatical
- 5) Humanitarian volunteering, fellowships, or scholarships
- 6) Care of ailing family members

b. The decision regarding the request for an exception to the occupancy requirements of the Covenant shall be made by the Silverthorne Community Development Department within 30 days of the submitted written request and all supporting documentation.

c. If the exception is granted, the Community Development Department may impose specific conditions of approval, and shall fix the duration of the term of such exception.

4. Permitted Capital Improvements (PCI Schedule). The Permitted Capital Improvements are improvements that qualify to be included in the resale price.

a. For purposes of determining Maximum Resale Price, Permitted Capital Improvements include only the following:

- 1) Solar panels or cells.
- 2) Approved building additions.
- 3) Fencing of private yards, or fencing to enclose a front porch or exterior patio.

All improvements must have received the written approval of the Smith Ranch Neighborhood HOA, and, where applicable, approved permits from the Town of Silverthorne.

b. The following improvements will **not** be considered Permitted Capital Improvements:

- 1) Jacuzzis, saunas, or steam showers.
- 2) Repair, replacement, or maintenance of existing fixtures, appliances, plumbing and mechanical fixtures.
- 3) Painting.
- 4) Decorative items, including light fixtures and window coverings.
- 5) Replacement or new installation of the following: carpet and carpet pad; hardwood, wood laminate, or tile floors and base; baseboard, window casing and interior doors; kitchen or bathroom countertops, bathtub surround, or built-in closets.
- 6) Creation of additional parking/paving on a lot.

c. The amount added to the Maximum Resale Price for Permitted Capital Improvements shall not exceed 5% of the Initial Purchase Price paid by the Owner selling the Property over a cumulative 10 year period. The same 5% limit on such Permitted Capital Improvements shall apply for each successive 10 year period of ownership.

d. Every owner is responsible for ensuring that a Unit is in good condition at the time of resale, with reasonable wear and tear acceptable. This obligation includes, but is not limited to, cleaning, painting, making necessary improvements to maintain plumbing and mechanical fixtures, all appliances, and flooring.

e. If a Unit is not in good condition at resale, the Town has the right to bring the Unit into saleable condition and collect the costs of taking such efforts.

5. Priority. At the time of sale or resale of a Unit in the Smith Ranch Development, priority shall be given to the following categories:

a. Individuals currently working or living in the Town of Silverthorne. Employment must be for at least 30 hours per week on an annual basis to qualify. Employment or residing within the Town of Silverthorne must also be for at least one continuous year prior to the date of application to qualify.

b. Eligible Households whose incomes do not exceed ten percent (10%) of the AMI targeted for each Unit.

c. Each priority category is of equal weight or value.

6. Multiple Qualified Bids at Resale. An Owner is required to notify the Town in writing of the intent to sell. The Unit must be listed for sale a minimum of 10 calendar days.

a. If one qualified bid is received from a Qualified Occupant equal to the Maximum Resale Price for the Unit, the Unit shall be sold to such bidder at the Maximum Resale Price.

b. If two or more non-contingent bids equal to the Maximum Resale Price are received, the winning bid shall be selected according to the priority set forth above in Section 5 and in the Covenant.

c. In the event more than one non-contingent bid is of equal priority, the winning bid shall be selected by lottery conducted by the Town, and the Unit shall be sold to the winner of such lottery at the Maximum Resale Price.

d. If an Owner receives multiple bids that are below the Maximum Resale Price, the Owner must notify the Town of his intent to either sell to the highest bidder, or remove the Unit from the market.

e. Per the Covenant, the Town and not the Owner shall be responsible for administration of such sales preferences and lotteries, if effectuated, and the costs related thereto.

7. Lotteries. Lotteries shall be conducted by the Town. The term 'ticket' includes a paper lottery ticket, or another form of single entry into the lottery.

a. The date of the lottery will be set once each applicant has been qualified by the Town or the SCHA.

b. Each qualified applicant will receive one entry ticket to the lottery.

c. Applicants with incomes at 100% AMI or less qualify to purchase units targeted for 80% AMI, 100% AMI, or 120 % AMI. Applicants with incomes between 100% AMI and 120% AMI qualify to purchase units targeted for 100% AMI and 120% AMI. Applicants with incomes above 120% AMI can only purchase units targeted for 120% AMI. Applicants with incomes above 140% AMI do not qualify.

d. If an applicant requires an ADA unit, they will be given first priority for ADA Units that are or become available. The applicant requesting an ADA unit must submit an affidavit from a treating physician that substantiates the need for the ADA unit.

e. Qualified applicants that meet the priority criteria listed in Section 5 above will receive one additional ticket or entry per priority category. As an example, an applicant whose income does not exceed 10% of the AMI target for a Unit, and who also has worked or lived in Silverthorne for at least a year, will receive 3 tickets for the lottery.

f. A numbered list will be generated based on the order that tickets are chosen randomly. Tickets will be chosen until all tickets are gone. If a qualified applicant has multiple tickets in the drawing, only the first draw of that applicant's name will be on the list. The remaining tickets with that applicant's name can be discarded.

g. Each qualified applicant selected in the lottery will have 10 days from the date of the lottery to execute a Purchase and Sale Agreement, including the deposit of earnest money to secure contract performance.

h. Failure to reach a contract for purchase within the allotted time frame will void that application, and the name(s) will be removed from the list.

i. At such point, the next qualified applicant on the list generated by the lottery will be offered the purchase opportunity of the unit.

8. Amendments to the Restrictive Housing Covenant for Smith Ranch, Filing I.

- Section 5.8 of the Covenant was amended by Town Council on February 13, 2019 to allow Owners to own other developed residential property outside of the State of Colorado. The First Amendment to the Restrictive Covenant and Notice of Lien for Smith Ranch Development was recorded under Reception Number 1191373.
- Section 7.1 of the Covenant was amended by Town Council on March 27, 2019 to correct a scrivener's error to state that in no event shall any Household consist of a group of more than three (3) persons unrelated by blood, adoption, legal custody, or marriage. The Second Amendment was recorded under Reception Number 1194286.

9. Appreciation Limiting Promissory Note and Deed of Trust. Section 5.4 of the Restrictive Housing Covenant for Smith Ranch requires that purchasers of units execute an Appreciation Limiting Promissory Note together with an Appreciation Limiting Deed of Trust. The form for each of those documents is hereby attached as **Exhibit A** and **Exhibit B**.

10. Housing Policies. These policies apply to all deed-restricted developments within the Town of Silverthorne.

a. In the event that the Restrictive Housing Covenant has the 'lesser-of' formula (as is the case for Solarado), and the AMI has decreased, the owner of the unit will have to sell per the terms of the Covenant, and is allowed to incur a loss or obtain no gain.

b. Co-signers of any application for a deed restricted unit are required to income qualify, and are counted as part of the household qualifying to purchase a unit, unless such co-signer is not on the title to the Unit.

EXHIBIT A
APPRECIATION LIMITING PROMISSORY NOTE
SMITH RANCH DEVELOPMENT
(the "Note")

Date

FOR VALUE RECEIVED, _____ (the "Maker"), jointly and severally, if more than one, promises to pay to the order of the TOWN OF SILVERTHORNE, P.O. Box 1309, Silverthorne, CO 80498 ("Town"), fifteen (15) days after written demand for payment ("Due Date"), all sums that become due to Town from Maker after the date of this Note under the "Restrictive Covenant and Notice of Lien for Smith Ranch Development", Town of Silverthorne, Summit County, Colorado," dated May 23, 2018 and recorded June 14, 2018, under Reception No. 1172266 of the records of the Clerk and Recorder of Summit County, Colorado.

This Note shall not bear interest until the Due Date. If this Note is not paid on or before the Due Date, it shall thereafter bear interest at the rate of eighteen percent (18%) per annum from the Due Date until fully paid.

The Maker and any surety, guarantor, and endorser of this Note, jointly and severally, hereby waive notice of, and consent to any and all extensions of this Note or any part thereof without notice and each hereby waives demand, presentment for payment, notice of nonpayment and protest, and any and all notice of whatever kind or nature.

No waiver by the Town of any one or more of the terms and conditions herein contained shall be deemed a waiver of the other terms and conditions herein contained; nor shall any such waiver be considered for any reason as continuing or perpetual in nature.

This Note is secured by a deed of trust on the following real property located in the Town of Silverthorne, Summit County, Colorado:

Example: Lot _____, Smith Ranch, Filing No. 1, according to the plat thereof recorded June 14, 2018 under Reception No. 1172264 of the records of the Clerk and Recorder of Summit County, Colorado.

Also known as: _____

The undersigned hereby acknowledges receipt of a true copy of this Note.

Maker

Maker

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL

EXHIBIT B

THIS IS A LEGAL INSTRUMENT - IF NOT UNDERSTOOD, LEGAL, TAX, OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING

DEED OF TRUST
(SMITH RANCH DEVELOPMENT)

THIS DEED OF TRUST is made this _____ day of _____, 2019 between

(Borrower), whose address is _____ and the
Public Trustee of the County in which the Property (see paragraph 1) is situated (Trustee); for the benefit
of the TOWN OF SILVERTHORNE (Lender), whose address is P.O. Box 1309, Silverthorne, CO 80498.

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property located in the County of Summit, State of Colorado:

Legal Description: (example: Lot 5, Smith Ranch Filing No.1)

Address: (example: 39 Haymaker Street)

2. **Note; Other Obligations Secured.** This Deed of Trust is given to secure to Lender Borrower's obligations as set forth in the Appreciation Limiting Promissory Note of even date herewith. Without limiting the generality of the preceding sentence, this Deed of Trust secures Borrower's obligations to Lender as set forth in the Restrictive Housing Covenant and Notice of Lien for Smith Ranch Development, Silverthorne, Summit County, recorded on June 14, 2018 under Reception No. 1172266 of the records of the Clerk and Recorder of Summit County, Colorado.

3. **Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this paragraph if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

6. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on Leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership, or occupancy of the Property.

7. **Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under paragraph 6 above, if the Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

- a. any general or special taxes or ditch or water assessments levied or accruing against the Property;
- b. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
- c. sums due on any prior lien or encumbrance on the Property;
- d. if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- e. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of the Lender or holder of the certificate of purchase;
- f. all other costs and expenses allowable by the evidence of debt or this Deed of Trust, and
- g. such other costs and expenses which may be authorized by the court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from the Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any actions hereunder.

8. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

9. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

10. **Remedies Cumulative.** Each Remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 18 Transfer of the Property; Assumption. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

12. **Notice.** Except for any notice required by law to be given in another manner: (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class mail, addressed to Lender at Lender's address stated herein or at such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower and Lender when given in any manner designated herein.

13. **Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

14. **Acceleration: Foreclosure: Other Remedies.** Except as provided in paragraph 18 Transfer of Property; Assumption, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 5 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give notice to Borrower of Borrower's rights as provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county for which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the Purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order; (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

15. **Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payment due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

16. **Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, the Lender, upon notice in accordance with paragraph 12 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

17. **Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemptions in the Property under state or federal law presently existing or hereafter enacted.

18. **Transfer of Property; Assumption.** The following events shall be referred to herein as a "Transfer": (1) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Borrower, (v) the reorganization, liquidation or dissolution of the Borrower. Not to be included as a Transfer are (x) the creation of the lien or encumbrance subordinate to this Deed of Trust, (y) the creation of a purchase money security interests for household appliances, or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every transfer:

- a. All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).
- b. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph 18 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Lender may without notice to the Borrower deal with Transferee in the same manner as with the Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Borrower's liability hereunder for the obligations hereby secured.
- c. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

19. **Borrower's Copy.** Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY BORROWER:

STATE OF COLORADO)
)ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before this _____ day of _____, 20__ by
_____ and
_____.

Witness my hand and official seal.

My commission expires: _____

Notary Public



Miller Ranch Permitted Capital Improvement Summary

As with the October 26, 2010 approved Miller Ranch Housing Guidelines, the process for submitting Permitted Capital Improvements (PCI) includes the information below:

B. Permitted Capital Improvements shall be approved by the Program Administrator and calculated in accordance with the Eagle County Guidelines, except as expressly provided herein and in the Miller Ranch Deed Restriction.

1. The Owner may also add as a Permitted Capital Improvement, the cost of permanent improvements constructed or installed as a result of a capital improvement as applied to individual units required or imposed by any governmental agency, or required by special assessment by a Condominium or Townhome Association for such permanent improvements for the proportionate amount of the expense, provided that written certification and documentation from such agency or association is provided to the Program Administrator. Association assessments for regular maintenance items or replacement of existing items will not be included.

In reference to the Eagle County Affordable Housing Guidelines: Administrative Procedures amended September 18, 2018:

4.2.6 Increases to Base Price and Permitted Capital Improvements

Certain improvements to a unit may be included in a unit’s Maximum Resale Price. The following table outlines the costs that may be included in an owner’s base price, items which will not be considered Permitted Capital Improvements, items which will be allowed as Permitted Capital Improvements and depreciated on a five year schedule and items which will be allowed as Permitted Capital Improvements and depreciated on a twenty year schedule.

<p><u>Items included in Base Price</u></p> <ul style="list-style-type: none"> • Purchase price, including garage, lot premium, heating systems and water heaters <p>The following items may be included in base price with the written approval of the Program Administrator prior to the commencement of the work:</p> <ul style="list-style-type: none"> • Structural addition or addition of livable space including bathrooms, bedrooms, exterior door, interior doors, baseboard, window casing, insulation and plumbing (excluding fixtures) • Modifications or improvements to accommodate a person with a disability as defined in the Americans with Disabilities Act of 1990 • Roof replacement 	<p><u>Items which are NOT Permitted Capital Improvements</u></p> <ul style="list-style-type: none"> • All work performed without the issuance of a building permit • Jacuzzis, saunas, steam showers, hot tubs, etc. • Maintenance of existing fixtures, appliances, plumbing, mechanical systems, painting, cleaning, etc. and improvements to existing fixtures • Decorative items including window coverings, lamps and lighting not affixed to walls or ceilings, bath towel bars and hooks, etc. • Interior paint • Cost of tools • Equipment Rental • Removable items not attached to the unit
<p><u>Items depreciated on 5 year schedule</u></p> <ul style="list-style-type: none"> • Replaced appliances • Washer and dryer (including stackable) • Carpet upgrades including pad • Permanent fitted window blinds 	<p><u>Items depreciated on 20 year schedule</u></p> <ul style="list-style-type: none"> • Flooring and countertop upgrades including hardwood, stone, slate, granite, marble, tile, etc. • Light fixtures (electrical fixtures & wiring) • Plumbing fixtures including sinks and toilets



<ul style="list-style-type: none">• Garage door openers• Gutters and downspouts• Security system• Electric fireplace• Exterior paint• Ceiling fans• Storm doors• Laminate flooring• Building permit fees• Improvements for health and safety protection	<ul style="list-style-type: none">• Cabinets including vanities• Closet organization systems• Trees and permanent landscaping including sod, concrete pads, concrete pavers, etc.• Outdoor decks• Irrigation system• Fencing• Gas fireplace• Windows• Solar Panels• Asphalt roof shingles (single family & duplex)
--	---

Unless otherwise identified in the recorded deed restriction, the actual costs of Permitted Capital Improvements made to a unit shall not exceed 10% of the Initial Sales Price for a five-year term, regardless of changes in ownership. For every subsequent five-year period, an additional 10% of the value of the unit at the beginning of that five-year period may be added as Permitted Capital Improvements. The five-year period for Permitted Capital Improvements shall not reset merely upon resale. No costs incurred in one five year term may be rolled into a different five year term.

For an owner to request that Permitted Capital Improvements be added to the Maximum Resale Price, he or she must comply with the following:

- a. Upon completion of the work, Program Administrator requests the following:
 - i. Legible copies of receipts and invoices
 - ii. Proof of payment by a third party
 - iii. Owners must retain original receipts and invoices
- b. In calculating the costs allowed as Permitted Capital Improvements, only the owner's actual out of pocket costs and expenses shall be eligible for inclusion. Such amount shall not include an amount attributable to owner's labor, or that of their employees or business, or to any appreciation in the value of these improvements.
- c. If an owner pays cash for improvements, the owner must provide third party documentation of payment. An owner must have an invoice for improvements, but if no such documentation of proof of cash payment can be produced, the Program Administrator can inspect the improvement completed in the unit. Up to 75% of documented invoice value may be included after an inspection, subject to depreciation, at the Program Administrator's sole discretion.
- d. Work that requires and is performed without the issuance of all required building permits or property owners' association approval will not be included as a Permitted Capital Improvement.
- e. The value of the Permitted Capital Improvements will be added to the appreciated value of the unit at the time of sale. No appreciation is allowed on Permitted Capital Improvements.
- f. Other improvements to the Affordable Housing unit are allowed, but adjustments to the Maximum Resale Price will only be given for Permitted Capital Improvements.

If a Permitted Capital Improvements or an improvement included in the base price of the unit is removed or is no longer operational, the actual cost of the improvement shall be deducted from the base price or Permitted Capital Improvement schedule. No other



categories or types of expenditures may qualify as Permitted Capital Improvements unless pre-approved in writing by the Program Administrator.

5 Year Depreciation Schedule

% of Cost	Months	Years
75%	Up to 12 months	Up to 1 year
50%	12-36	2-3
25%	36-60	3-5
0%	60+	5+

20 Year Depreciation Schedule

% of Cost	Months	Years
100%	Up to 24 months	Up to 2 years
90%	24-48	2-4
80%	48-72	4-6
70%	72-96	6-8
60%	96-120	8-10
50%	120-144	10-12
40%	144-168	12-14
30%	168-192	14-16
20%	192-216	16-18
10%	216-240	18-20
0%	240+	20+

Program Administrator may accelerate depreciation or exclude items if damaged beyond ordinary depreciation.

Estimated value for Developer-installed appliances in Miller Ranch properties:

Top-Freezer Refrigerator	\$769	GE 18.1 Cu. Ft.
Top-Freezer Refrigerator	\$829	GE 21 Cu. Ft.
Built-in Dishwasher	\$309	GE
Free-Standing Electric Range	\$449	GE 30"
Range Hood	\$109	GE Standard
Washer	\$499	GE 3.7 Cu. Ft. stainless steel capacity
Electric Dryer	\$399	GE 6.0 Cu. Ft. capacity DuraDrum
Stackable Washer and Electric Dryer	\$1,349	GE Unitized Spacemaker
Microwave	\$335	GE Space Saving



**OWNER'S AFFIDAVIT REGARDING CAPITAL IMPROVEMENTS
AT MILLER RANCH**

The undersigned, _____,
being of lawful age and having been duly sworn, upon personal knowledge states
and alleges as follows:

1. I am the Owner of property located at the following street address:

_____.

2. I verify and acknowledge that the receipts and proof of payment
submitted with this Affidavit represent the actual costs expended for Improvements
to my home located at the address above and that the receipts are valid and correct
receipts tendered at the time of purchase.

3. I verify and acknowledge that true and correct copies of any building
permit or certificate of occupancy required to be issued by the Eagle County
Building Division with respect to the Improvements have been submitted with this
Affidavit.

I declare under penalty of perjury that I have read this Affidavit and the
statements contained in it are true and correct to the best of my knowledge.

Date: _____

Signature of Owner

State of _____)
) ss.
County of _____)

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

Witness my hand and official seal.
My commission expires:_____.

Notary Public

SCHA 2019 SUMMIT COUNTY AREA MEDIAN INCOME (AMI)

Figures in RED are directly from HUD 4/24/2019; other numbers have been extrapolated

AMIs

Household size	HUD EXTREMELY LOW			HUD LOW	TRUE	90%	100%	110%	120%	140%	160%
	INCOME	50%	60%	INCOME	80%						
1 person	\$18,750	\$31,200	\$37,440	\$49,950	\$49,920	\$56,160	\$62,400	\$68,640	\$74,880	\$87,360	\$99,840
1.5 person	\$20,075	\$33,425	\$40,110	\$53,500	\$53,480	\$60,165	\$66,850	\$73,535	\$80,220	\$93,590	\$106,960
2 person	\$21,400	\$35,650	\$42,780	\$57,050	\$57,040	\$64,170	\$71,300	\$78,430	\$85,560	\$99,820	\$114,080
3 person	\$24,100	\$40,100	\$48,120	\$64,200	\$64,160	\$72,180	\$80,200	\$88,220	\$96,240	\$112,280	\$128,320
4 person	\$26,750	\$44,550	\$53,460	\$71,300	\$71,280	\$80,190	\$89,100	\$98,010	\$106,920	\$124,740	\$142,560
4.5 person	\$28,460	\$46,350	\$55,620	\$74,175	\$74,160	\$83,430	\$92,700	\$101,970	\$111,240	\$129,780	\$148,320
5 person	\$30,170	\$48,150	\$57,780	\$77,050	\$77,040	\$86,670	\$96,300	\$105,930	\$115,560	\$134,820	\$154,080
6 person	\$34,590	\$51,700	\$62,040	\$82,750	\$82,720	\$93,060	\$103,400	\$113,740	\$124,080	\$144,760	\$165,440
7 person	\$39,010	\$55,250	\$66,300	\$88,450	\$88,400	\$99,450	\$110,500	\$121,550	\$132,600	\$154,700	\$176,800
8 person	\$43,430	\$58,850	\$70,620	\$94,150	\$94,160	\$105,930	\$117,700	\$129,470	\$141,240	\$164,780	\$188,320

Rentals

Maximum affordable monthly rent

Assumes affordability = 30% of monthly household income

Maximum affordable monthly rent amounts should also include the following utilities: electric, gas, water, sewer, trash, & snow removal

Unit Size	HUD EXTREMELY LOW			HUD LOW	TRUE	90%	100%	110%	120%	140%	160%
	INCOME	50%	60%	INCOME	80%						
Studio (1 person)	\$468.75	\$780.00	\$936.00	\$1,248.75	\$1,248.00	\$1,404.00	\$1,560.00	\$1,716.00	\$1,872.00	\$2,184.00	\$2,496.00
1 bed (1.5 person)	\$501.88	\$835.63	\$1,002.75	\$1,337.50	\$1,337.00	\$1,504.13	\$1,671.25	\$1,838.38	\$2,005.50	\$2,339.75	\$2,674.00
2 bed (3 person)	\$602.50	\$1,002.50	\$1,203.00	\$1,605.00	\$1,604.00	\$1,804.50	\$2,005.00	\$2,205.50	\$2,406.00	\$2,807.00	\$3,208.00
3 bed (4.5 person)	\$711.50	\$1,158.75	\$1,390.50	\$1,854.38	\$1,854.00	\$2,085.75	\$2,317.50	\$2,549.25	\$2,781.00	\$3,244.50	\$3,708.00
4 bed (6 person)	\$864.75	\$1,292.50	\$1,551.00	\$2,068.75	\$2,068.00	\$2,326.50	\$2,585.00	\$2,843.50	\$3,102.00	\$3,619.00	\$4,136.00

For Sale

Maximum Monthly Principal & Interest Payment

Based on the affordable monthly rent amounts above, less a \$350 allowance to cover taxes, insurance, and HOA dues

Unit Size	HUD EXTREMELY LOW			HUD LOW	TRUE	90%	100%	110%	120%	140%	160%
	INCOME	50%	60%	INCOME	80%						
Studio (1 person)	\$118.75	\$430.00	\$586.00	\$898.75	\$898.00	\$1,054.00	\$1,210.00	\$1,366.00	\$1,522.00	\$1,834.00	\$2,146.00
1 bed (1.5 person)	\$151.88	\$485.63	\$652.75	\$987.50	\$987.00	\$1,154.13	\$1,321.25	\$1,488.38	\$1,655.50	\$1,989.75	\$2,324.00
2 bed (3 person)	\$252.50	\$652.50	\$853.00	\$1,255.00	\$1,254.00	\$1,454.50	\$1,655.00	\$1,855.50	\$2,056.00	\$2,457.00	\$2,858.00
3 bed (4.5 person)	\$361.50	\$808.75	\$1,040.50	\$1,504.38	\$1,504.00	\$1,735.75	\$1,967.50	\$2,199.25	\$2,431.00	\$2,894.50	\$3,358.00
4 bed (6 person)	\$514.75	\$942.50	\$1,201.00	\$1,718.75	\$1,718.00	\$1,976.50	\$2,235.00	\$2,493.50	\$2,752.00	\$3,269.00	\$3,786.00

Maximum Sales Prices

Assumes interest rate of 5.70%, 30 year loan term, and 90% loan-to-value (Interest rate is the FHLMC 10-year trailing average for 2009-2018)

Unit Size	HUD EXTREMELY LOW			HUD LOW	TRUE	90%	100%	110%	120%	140%	160%
	INCOME	50%	60%	INCOME	80%						
Studio (1 person)	\$22,733	\$82,319	\$112,183	\$172,056	\$171,912	\$201,776	\$231,641	\$261,505	\$291,370	\$351,099	\$410,827
1 bed (1.5 person)	\$29,075	\$92,967	\$124,962	\$189,046	\$188,950	\$220,944	\$252,938	\$284,933	\$316,927	\$380,915	\$444,904
2 bed (3 person)	\$48,338	\$124,914	\$163,297	\$240,256	\$240,064	\$278,448	\$316,831	\$355,215	\$393,598	\$470,365	\$547,132
3 bed (4.5 person)	\$69,205	\$154,826	\$199,192	\$287,996	\$287,924	\$332,290	\$376,656	\$421,022	\$465,388	\$554,119	\$642,851
4 bed (6 person)	\$98,543	\$180,431	\$229,918	\$329,035	\$328,892	\$378,379	\$427,866	\$477,352	\$526,839	\$625,813	\$724,787

Effective 4/24/2019

THESE FIGURES ARE SUBJECT TO CHANGE WITHOUT NOTICE

**RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF LIEN
FOR UNIT __, OF _____,
TOWN OF FRISCO,
SUMMIT COUNTY COLORADO**

This Residential Housing Restrictive Covenant and Notice of Lien for Unit __, of _____, _____, Summit County, Colorado, (this "Restriction,") is made this ____ day of _____, 20__, by _____, a (hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, Declarant is the Owner of that certain real estate located in the County of Summit, State of Colorado, and legally described as follows: Unit __, of _____, _____, according to the plat thereof now on file in the Office of the Clerk and Recorder for Summit County, Colorado, under Reception No. _____ (hereinafter referred to as the "Property"); and

WHEREAS, pursuant to the terms of the approval of the _____ Development Application, Declarant is required to execute and record this Restriction.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall hereafter be held, sold, and conveyed subject to the following covenants, restrictions, and conditions, all of which shall be covenants running with the land, and which are for the purposes of ensuring that the Property remains available for purchase and occupation by persons residing and working in Summit County, Colorado, as moderately priced housing, and protecting the value and desirability of the Property, and which covenants, restrictions, and conditions shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the Owner of the Property, the Summit Combined Housing Authority, the Town, and Declarant.

ARTICLE I
DEFINITIONS

- 1.1. Definitions. The following words, when used in this Restriction, shall have the following meanings and the use of capitalization or lower case letters in references to the following terms shall have no bearing on the meanings of the terms:

A. "Area Median Income" or "AMI" means the median annual income for Summit County, Colorado, (or such next larger statistical area calculated by HUD that includes Summit County, Colorado, if HUD does not calculate the area median income for Summit County, Colorado, on a distinct basis from other areas), as adjusted for household size, that is calculated and published annually by HUD (or any successor index thereto acceptable to the Town or SCHA in its reasonable discretion). If current AMI data pertaining to the date of sale of the Property is not yet available as of the date the sale price is calculated, then the most recent data published by HUD shall be used in its place.

B. "Dependent" shall mean a person, including a spouse of, a child of, a step-child of, a child in the permanent legal custody of, or a parent of, a Resident, whose principal place of residence is in the same household as such Resident, and who is financially dependent upon the support of the Resident. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as amended.

C. "Eligible Household" means a household earning not more than _____ percent (_____%) of the AMI and that has been approved by either the SCHA or the Town so as to allow for the execution by the SCHA or Town of the form of approval set forth in Section 5.3 of this Restriction. A household's income for purposes of determining whether such household meets this definition of eligibility shall be determined at the time of purchase or, if applicable, commencement of leasehold occupancy. For purposes of the determination of the number of people that constitute a household under this definition, any Resident or Dependent spouse of a Resident who is pregnant at the time of the determination of whether a household meets the income limitation provided in this definition shall be deemed to be two (2) people.

D. "First Mortgage" means a Mortgage which is recorded senior to any other Mortgage against the Property to secure a loan used to purchase Property.

E. "Frisco Housing Guidelines" means the administrative rules, regulations, policies, and standards adopted by the Town, as amended from time to time, and maintained by the Frisco Community Development Department.

E. "Household" means one or more persons who intend to live together in the premises of a dwelling unit as a single housekeeping unit, but does not mean a group of four (4) or more persons unrelated by blood, adoption or marriage.

F. "HUD" means the U.S. Department of Housing and Urban Development.

G. "Maximum Resale Price" means that maximum Purchase Price that shall be paid by any purchaser of the Property, other than the initial purchaser who acquires the Property from Declarant, as determined in accordance with the provisions of Section 8.3 of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Property.

H. "Mortgage" means a consensual interest created by a real estate mortgage, a deed of trust on real estate, or the like.

I. "Mortgagee" means any grantee, beneficiary, or assignee of a Mortgage.

J. "Owner" means the record owner of the fee simple title to the Property.

K. ~~"Permitted Improvements" means such additions and/or improvements as are allowed and may be approved by the SCHA or the Town.~~

"Permitted Capital Improvements" means those improvements to a Unit performed by the Owner, which shall qualify for inclusion within the calculation of Maximum Resale Price if such improvements are set forth in the PCI schedule contained in the Frisco Housing Guidelines, and if the Owner furnishes the Town or its designee with the following information:

i. Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;

ii. Affidavit verifying the receipts are valid and correct receipts tendered at the time of purchase; and

iii. True and correct copies of any building permit or certificate of occupancy required to be issued by the Town for the Permitted

L. "Purchase Money Mortgage" means a Mortgage given by an Owner to the extent that it is: (a) taken or retained by the seller of the Property to secure all or part of the payment of the Purchase Price; or (b) taken by a person who by making advances, by making a loan, or by incurring an obligation gives value to enable the Owner to acquire the Property if such value is in fact so used.

M. "Purchase Price" shall mean all consideration paid by the purchaser to the seller for a unit as defined in the Guidelines, for the Property,; but shall EXCLUDE any proration amounts, taxes, costs and expenses of obtaining financing, cost of furnishings or personal property, lenders fees, title insurance fees, closing costs, inspection fees, real estate purchase and/or sales commission(s) or other fees and costs related to the purchase of the Property but not paid directly to Seller.

N. "Qualified Owner" means natural person(s) that meet(s) the definitions of both a Resident and an Eligible Household, or non-qualified Owner under Section 5.1.B., qualified and approved by SCHA or the Town in such manner that will allow SCHA or the Town to execute, on an instrument of conveyance, a copy of the language set forth in Section 5.3 below .

O. "Resident" means a person and his or her Dependents, if any, who (i) at the time of purchase of a Unit and all times during ownership or occupancy of the Property, earns his or her living from a business operating in Summit County, by working at such business an average of at least 30 hours per week on an annual basis,; ~~or (ii) is a person who is approved, in writing, by SCHA or the Town/County which approval shall be based upon criteria including, but not limited to, total income, percent of income earned within Summit County, place of voter registration, place of automobile registration, and driver's license address and other qualifications established by the~~

~~SCHA or the Town from time to time. (Compliance with each of these criteria is not necessary; in certifying Residents, the SCHA or the Town shall consider the criteria cumulatively as they relate to the intent and purpose of this Restriction).~~—A person over 65 years of age shall remain a Resident regardless of his or her working status, so long as he or she has owned and occupied the Property, or other real property within Summit County that is deed restricted for affordability, for a time period of not less than seven (7) years. The term “business” as used in this Article I, Subsection M, and Section 5.1.B. shall mean an enterprise or organization providing goods and/or services, whether or not for profit, and shall include, but not be limited to, educational, religious, governmental and other similar institutions.

P. “Resident Eligible Household” shall mean an Eligible Household that includes at least one Resident.

Q. "SCHA" means the Summit Combined Housing Authority.

R. "Town" means the Town of Frisco, State of Colorado.

S. “Transfer” or “transferred” means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee’s sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of the Property is transferred and the Owner obtains title.

ARTICLE II

PURPOSE

The purpose of this Restriction is to restrict ownership, occupancy and sale of the Property in such a fashion as to provide, on a permanent basis, moderately priced housing to be occupied by Resident Eligible Households, which Resident Eligible Households, because of their income, may not otherwise be in a position to afford to purchase, own, and occupy other similar properties, and to help establish and preserve a supply of moderately priced housing to help meet the needs of the locally employed residents of Summit County.

ARTICLE III

RESTRICTION AND AGREEMENT BINDS THE PROPERTY

This Restriction shall constitute covenants running with title to the Property as a burden thereon, for benefit of, and enforceable by, the SCHA and its successors and assigns, including, without limitation the Town/County, and this Restriction shall bind Declarant and all subsequent Owners of the Property. Each Owner, upon acceptance of a deed to the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during the Owner period of ownership of the Property. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate

by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance.

ARTICLE IV
NATURAL PERSONS

Other than use by the SCHA or the Town, the use and occupancy of the Property shall be limited exclusively to housing for natural persons who meet the definition of Resident and Eligible Household.

ARTICLE V
OWNERSHIP RESTRICTIONS

5.1. Ownership and Occupancy Obligation.

A. Except as provided in Section 5.1.B. or Article VI hereof, ownership of the Property is hereby limited exclusively to Eligible Households that include at least one Resident.

B. Upon the written consent of SCHA or Town, which consent may be recorded, a non-qualifying natural person or entity that owns and/or operates a business located in Summit County may purchase the Property; provided, however, that by taking title to the Property, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not qualify as a Resident Eligible Household shall rent the Property to a Resident Eligible Household as more fully set forth in Section 7.1 of this Restriction, and shall not occupy or use the Property for the Owner's own use or leave the Property vacant.

5.2. Sale and Resale. In the event that the Property is sold, resold, transferred and/or conveyed without compliance with this Restriction, SCHA or the Town shall have the remedies set forth herein, including, but not limited to, the rights set forth in Section 8.5. Except as otherwise provided herein, each and every conveyance of the Property, for any and all purposes, shall be deemed to include and incorporate the terms and conditions of this Restriction.

5.3. Compliance. Any sale, transfer, and/or conveyance of the Property shall be wholly null and void and shall confer no title whatsoever upon the purported transferee unless (i) there is recorded in the real property records for Summit County, Colorado, along with the instrument of conveyance evidencing such sale, transfer or conveyance, a completed copy of the "Notice of Lien and Memorandum of Acceptance of Residential Housing Restrictive Covenant for Unit _____, of _____, Summit County, Colorado" attached hereto as Exhibit A, which copy is executed by the transferee and acknowledged by a Notary Public, and (ii) the instrument of conveyance evidencing such sale, transfer, and/or conveyance, or some other instrument referencing the same, bears the following

language followed by the acknowledged signature of either the director or some other authorized representative of the SCHA or by the Mayor of the Town , to wit:

"The conveyance evidenced by or referenced in this instrument has been approved by the Summit Combined Housing Authority or Town of Frisco as being in compliance with the Residential Housing Restrictive Covenant for Unit __ of _____, _____, Summit County, Colorado, recorded in the records of Summit County, Colorado, on the ____ day of _____, 20__, at Reception No. _____."

Each sales contract, or lease as the case may be, for the Property shall also (a) recite that the proposed purchaser has read, understands and agrees to be bound by the terms of this Restriction; and (b) require the proposed purchaser and/or lessee to submit such information as may be required by the Town/County or the SCHA under its rules and regulations or policies adopted for the purpose of ensuring compliance with this Restriction.

5.4. Refinance Restriction. The Owner shall not encumber the Property in an amount in excess of the Purchase Price.

ARTICLE VI
ORIGINAL SALE OF THE PROPERTY

6.1 Initial Purchase Price. Except as may be permitted under Section 5.1.B. above, upon completion of construction by the Declarant, the Property shall be sold to initial purchasers who qualify as a Resident and an Eligible Household at a Purchase Price that shall be determined by the SCHA or the Town as follows:

- (a) The number of bedrooms within the Property shall be determined and that number of bedrooms shall, in turn, determine the size of the household for which the Area Median Income shall be determined as follows: (i) for a one-bedroom dwelling unit, a 1.5 person household; (ii) for a two-bedroom dwelling unit, a 3 person household; (iii) for a three-bedroom dwelling unit, a 4.5 person household; and (iv) for a four-bedroom unit, a 6 person household;
- (b) The Area Median Income for a household of a size determined in accordance with subpart (a) above shall be determined;
- (c) The amount of Area Median Income determined in accordance with subpart (b) above shall be divided by twelve (12), and the number derived shall then be multiplied by .30 to determine the total dollar amount available to the household on a monthly basis for the payment of principal,

interest, taxes, insurance and homeowner's association dues in connection with the purchase of the Property;

- (d) The amount of \$350 shall be subtracted from the total dollar amount available to the household on a monthly basis (as determined in accordance with subpart (c) above) in order to determine the total dollar amount available to the household on a monthly basis for the payment of principal and interest on a mortgage loan for purchase of the Property;
- (e) The total dollar amount available to the household on a monthly basis (as determined in accordance with subpart (d) above) shall be used to determine the Purchase Price, through extrapolation, by determining the maximum loan amount that said dollar amount will support, assuming a mortgage loan with a standard amortization schedule, a term of thirty (30) years (360 months), an annual interest rate of ___% and a 90% loan to value ratio; and
- (f) The interest rate to be used to perform the calculation described in subpart (e) above shall be the greater of: (1) the actual interest rate obtained by the Eligible Household for purchase of the Property with a mortgage loan with a term of thirty (30) years; and (2) the interest rate determined by calculating, from data published by the Federal Home Loan Mortgage Corporation, the average interest rate, for the preceding ten (10) calendar years, for a thirty-year fixed rate loan, and adding thereto 1.5%.

ARTICLE VII

USE RESTRICTIONS

7.1. Occupancy. Except as otherwise provided in this Restriction, the Property shall, at all times, be occupied as a principal place of residence by an Owner, or, if applicable, an Authorized Lessee, (along with his or her Dependents) who, at the time of purchase, or in the case of an Authorized Lessee at the time of occupancy, of the Property, qualified as a Resident and Eligible Household. In the event that any Owner ceases to occupy the Property as his or her principal place of residence, or any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by a Resident Eligible Household for a period of 90 consecutive days, the Owner of the Property shall, within 10 days of ceasing such occupation, notify the SCHA of the same and the Property shall, within 30 days of the Owner having vacated or left vacant the Property make the Property available for purchase pursuant to the terms of this Restriction. Any Owner who fails to occupy his or her Property for a period of 90 consecutive days shall be deemed to have ceased to occupy the Property as his or her principal place of residence; however, an Owner who has established the Property as his or her principal place of residence shall not be considered to have ceased occupancy of the Property during such period of time as the Owner is serving on active duty with the United States Armed Services.

7.2. Rental. Under no circumstances shall the Property be leased or rented for any period of time without the prior written approval of the SCHAs or the Town, which approval may be conditioned, in the SCHAs' or Town's sole and absolute discretion, on the lease or rental term being limited to a twelve (12) month period either consecutively or in the aggregate during the Owner's ownership of the Property. In the event that the Property, or any portion thereof, is leased or rented without compliance with this Restriction, such rental or lease shall be wholly null and void and shall confer no right or interest whatsoever to or upon the purported tenant or lessee. Any rental approved by the SCHAs or the Town shall be to a Resident Eligible Household at such rental rates as shall be established by the SCHAs and approved by the Town, or as may be established by the Town from time to time, and, if no such rental rates have been established, at a monthly rental rate that shall not exceed one-hundred percent (100%) of the most recent Fair Market Rent amounts published by the U.S. Department of Housing and Urban Development (or any successor index thereto acceptable to SCHAs or the Town in its reasonable discretion) (such lessee being referred to herein as an "Authorized Lessee").

7.3 Involuntary Sale Upon Change in Residence. In the event Owner changes residence or ceases to utilize the Property as his or her exclusive and permanent place of residence, or in the event any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by a Resident Eligible Household for a period of 90 consecutive days, as determined by the SCHAs or the Town, the Property shall be offered for sale pursuant to the provision of Article VIII of this Restriction. The SCHAs may further require the Owner to rent the Property in accordance with the provisions of Article X below.

7.4 Ownership Interest in Other Residential Property. Except with respect to a non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B., if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred (120) days of its listing required hereunder, then the Owner shall immediately list the Property for sale pursuant to the provisions of this Restriction. It is understood and agreed between the parties hereto that, in the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties which constitute inventory in such Owner's business shall not constitute "other developed residential property" as that term is used in this Article.

ARTICLE VIII

RESALE OF THE PROPERTY

8.1. Resale. The Property shall not be transferred subsequent to the original purchase from the Declarant except upon full compliance with the procedures set forth in this Article VIII.

8.2. Notice. In the event that an Owner shall desire to Transfer his Property, or in the event that an Owner shall be required to Transfer his Property pursuant to the terms of this Restriction, he shall notify the SCHA, or such other person or entity as may be designated by the Town, in writing of his intention to Transfer his Property. The Property may be offered, advertised, or listed for sale by such Owner at such Owner's sole cost and expense, in any manner in which such Owner may choose. An Owner may list the Property for sale through SCHA for a commission equal to 2.0% of the sales price. The Property shall not, however, be sold, transferred and/or conveyed to any person, entity, or entities, (i) other than a Resident Eligible Household, or non-qualified buyer under Section 5.1.B., qualified and approved by the SCHA or the Town in such a manner as will allow the SCHA or the Town to execute the approval set forth in Section 5.3 of this Restriction (a "Qualified Buyer"), and (ii) for consideration to be paid by such qualified Resident Eligible Household that exceeds the Maximum Resale Price as such is determined pursuant to the provisions of this Article VIII.

8.3. Maximum Resale Price.

~~A. The Maximum Resale Price of a Property shall be equal to the sum of:~~

- ~~(1) the Purchase Price paid by the Owner for the Property;~~
- ~~(2) plus an increase of three percent (3%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month) from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually;~~
- ~~(3) plus the amount of any commission payable to the SCHA.~~

A. If the Owner lists the unit for sale with a contracted realtor with the Summit Combined Housing Authority (SCHA), the Owner may add the amount paid in sales commission, up to two percent (2%), to the Maximum Resale Price.

B. The Maximum Resale Price of a Property shall be no greater than the sum of:

- (1) The Purchase Price paid by the Owner of the Property as identified on closing documents at the time of purchase by Owner-Seller; and
- (2) three-percent (3%) increase of Purchase Price per year from the date ownership transferred at the close of escrow to the date of Owner-Seller's transfer of ownership to new Buyer of Property; such percentage increase shall be calculated as simple interest, not to be compounded annually and will be prorated at the rate of 1/12th for each whole month of ownership; and
- (3) the cost of Permitted Capital Improvements as approved by the Town of Frisco; and

- (4) the cost of real estate commission as negotiated by the Seller if the Owner lists the unit for sale with a private real estate broker (as opposed to a contracted realtor with the Summit Combined Housing Authority (SCHA), (not to exceed the total sum calculation of this section); and
- (5) the total sum of A. (1) through A. (4) in this paragraph shall be no greater than the most current (at time of sale) published Summit County AMI Maximum Sales Price for the Seller's Household size as qualified at the time Owner-Seller purchased the home (for example, at the time Owner-Seller purchased their home they were qualified as a 2-bedroom household at 80% AMI; at the time of Resale, the maximum sales price shall be no greater than the sum of A.(1) through A.(4), not to exceed 2-bedroom household at 80% AMI as identified on Summit County AMI Maximum Sales Price at the time the home closes escrow on resale). At the owner's discretion, the maximum resale price is not required to be less than the purchase price paid by the owner of the property as identified on closing documents at the time of purchase by Owner-Seller.

C.B. Owner shall be responsible for ensuring that at resale the Property is clean, the appliances are in working order, and that there are no health or safety violations regarding the Property.

C.D. No Owner shall permit any prospective buyer to assume any or all of the Owner customary closing costs or accept any other consideration which would cause an increase in the Purchase Price above the bid price so as to induce the Owner to sell to such prospective buyer.

8.4 Allowance for Permitted Capital Improvements. Subject to the limitations of this Section, for the purpose of determining the Maximum Resale Price in accordance with this Covenant, the Owner may add to the amount specified in Section 8.3 above, the cost of approved and Permitted Capital Improvements ("PCI"), as set forth in the PCI schedule maintained by the Town, as such scheduled is amended from time to time.

8.4 Non-Qualified Transferees. In the event that title to the Property vests in individuals and/or entities who are not a Qualified Buyer (hereinafter "Non-Qualified Transferee(s)") by descent, by foreclosure and/or redemption by any lien or mortgage holder (except any holder of a HUD - insured First Mortgage), or by operation of law or any other event, SCHA or the Town may elect to notify the non-qualified transferee that it must sell the Property in accordance with Section 8.5. The non-qualified transferee shall not: (i) occupy the Property; (ii) rent all or any part of the Property, except in strict compliance with this Restriction; (iii) engage in any business activity on or in the Property; (iv) sell or otherwise Transfer the Property except in accordance with this Restriction; or (v) sell or otherwise Transfer the Property for use in trade or business.

8.5 Sales to Preserve as Affordable Housing.

A. In the event the Property is occupied, transferred or leased in violation of this Restriction, SCHA or the Town may, at its sole discretion, notify an Owner that it must immediately list the Property for sale (including the execution of a listing contract with, and the payment of the specified fees) by SCHA. The highest bid by a Qualified

Owner for not less than ninety-five percent (95%) of the Maximum Sale Price shall be accepted by the Owner; provided, however, if the Property is listed for a period of at least ninety (90) days and all bids are below ninety-five percent (95%) of the Maximum Sale Price, the Property shall be sold to a Qualified Owner that has made the highest offer for at least the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment.

B. If required by SCHA or the Town, the Owner shall: (i) consent to any sale, conveyance or transfer of such Property to a Qualified Owner; (ii) execute any and all documents necessary to do so; and (iii) otherwise reasonably cooperate with SCHA or the Town to take actions needed to accomplish such sale, conveyance or transfer of such Property. For this purpose Owner constitutes and appoints SCHA and the Town as its true and lawful attorney-in-fact with full power of substitution to complete or undertake any and all actions required under this Section 8.5.B. It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked. Owner specifically agrees that all power granted to SCHA and the Town under this Restriction may be assigned by either of them to their respective successors or assigns.

C. In order to preserve the affordability of the Units for persons of low to moderate income, SCHA or the Town, or their respective successors, as applicable, shall also have and are hereby granted the right and option to purchase the Property, exercisable within a period of fifteen (15) calendar days after notice is sent by SCHA or the Town to the Owner that requires the Owner to sell the Property pursuant to this Section 8.5. SCHA or the Town shall complete the purchase of the Property within thirty (30) calendar days after exercising its option hereunder for a price equal to the lesser of the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment, or the Maximum Sale Price. SCHA or the Town may assign its option to purchase hereunder to an eligible purchaser which, for the purpose of this Section 8.5(c), shall be a Qualified Owner.

D. In all situations in which the provisions of this Section 8.5 apply, SCHA or the Town may alternatively require the Owner to rent the Property to a Resident Eligible Household in accordance with the requirements and limitations of this Restriction.

ARTICLE IX **FORECLOSURE**

9.1 Release. Subject to the process and rights set forth in this Article IX below, this Restriction shall be deemed released as to the Property in the event of (i) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure by the holder of a HUD-insured or other First Mortgage, or (ii) the acceptance of a deed in lieu of foreclosure by the holder of a HUD-insured or other First Mortgage. This Restriction shall also automatically terminate and be released as to the Property upon the assignment to HUD of an HUD-insured mortgage encumbering the

Property. The Town, in its sole discretion, may elect to release a Property from this Restriction in the event of (1) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure of the Town's lien, as defined in Section 9.2, or (2) the acceptance of a deed in lieu of foreclosure by the Town in connection with the Town's Lien. If the Town chooses to terminate this Restriction with respect to a particular Property, the Town shall record a document referencing such termination in the real property records of the County. Any and all claims of the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.2 Lien.

A. The SCHA and the Town shall have, and are hereby granted, a lien against the Property ("SCHA's Lien" or "Town's Lien") to secure payment of any amounts due and owing the SCHA or the Town pursuant to this Restriction including: the SCHA's or the Town's sale proceeds and/or amounts due to the SCHA or the Town in the event of a foreclosure of a First Mortgage and to secure the obligations to the SCHA or the Town hereunder. The SCHA's Lien and the Town's Lien on the Property shall be superior to all other liens and encumbrances except the following:

- (1) liens and encumbrances recorded prior to the recording of this Restriction and Agreement;
- (2) real property ad valorem taxes and special assessment liens duly imposed by Colorado governmental or political subdivision or special taxing districts;
- (3) liens given superior priority by operation of law; and
- (4) the lien of any First Mortgage against the Property.

B-A. Recording of this Restriction constitutes record notice and perfection of the SCHA's Lien and the Town's Lien. No further recordation of any claim of lien is required. However, the SCHA or the Town may elect to prepare, and record in the Office of the County Clerk and Recorder of the County, a written notice of lien. By virtue of the SCHA's Lien or the Town's Lien, the SCHA or the Town shall have the rights granted a lienor under C.R.S. 38-38-101 *et seq.*, and the SCHA or the Town shall be entitled to file such notices and other information necessary to preserve its rights, as a lienor, to cure and redeem in foreclosure of the Property, as provided by C.R.S. 38-38-101 *et seq.* In addition, unless otherwise instructed by the SCHA or the Town in writing, the Owner shall sign, acknowledge, and cooperate in SCHA's or the Town's recording in the County Clerk and Recorder's Office immediately subsequent to the recording of the First Mortgage, a notice of the SCHA's Lien or the Town's Lien, substantially in the form attached hereto as Exhibit A, in order to assure that the SCHA or the Town receives notice in the event of the foreclosure of the First Mortgage pursuant to this Article. The notice shall not alter the priority date of the SCHA's Lien or the Town's Lien as established herein.

C. The sale or other transfer of the Property shall not affect the SCHA's Lien or the Town's Lien. No sale or deed in lieu of foreclosure shall relieve the Owner from

continuing personal liability for payment of his or her obligations hereunder. The SCHA's Lien or the Town's Lien does not prohibit actions or suits to recover sums due pursuant to this Restriction and Agreement, or to enforce the terms of this Restriction, or to prohibit the SCHA or the Town from taking a deed in lieu of foreclosure.

9.3 SCHA's and Town's Option to Redeem and to Buy.

A. Foreclosure/SCHA's or Town's Option to Redeem. In the event of a foreclosure, the SCHA and the Town shall be entitled to receive notice of the foreclosure proceedings as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of the Property that are junior to the First Mortgage (as provided in C.R.S. §38-38-101 *et seq.*, or any succeeding statute). The SCHA and the Town shall have a right of redemption, and such other rights as a lienor in foreclosure, as its interest appears, in accordance with Colorado law governing foreclosure. The SCHA's Lien and the Town's lien is created pursuant to Section 9.2 above.

B. Deed in lieu of Foreclosure/Option to Buy. In the event that the First Mortgagee takes title to the Property by deed in lieu of foreclosure, the SCHA and the Town shall have an option to buy the Property ("Option to Buy") exercisable in accordance with this paragraph. Within three (3) days after the First Mortgagee's first attempt to secure a deed in lieu of foreclosure, the Owner shall deliver written notice to the SCHA and the Town of such intent to Transfer title. The SCHA or the Town may exercise its Option to Buy by tendering the Deed In Lieu Price (as defined below) to the First Mortgagee, within thirty (30) days from and after vesting of title to the Property in the First Mortgagee by deed in lieu of foreclosure ("Deed in Lieu Option Period"). Upon receipt of the Deed in Lieu Price, the First Mortgagee shall deliver to the SCHA or the Town a special warranty deed conveying fee simple title in and to the Property, in which event this Restriction and Agreement shall remain valid and in full force and effect. The Deed in Lieu Price shall be equal to: (i) the amounts unpaid pursuant to the First Mortgage note; (ii) any other reasonable costs incurred by the First Mortgagee that directly relate to the deed in lieu of foreclosure; and (iii) any additional reasonable costs incurred by the First Mortgagee during the Deed in Lieu Option Period that are directly related to maintenance of the Property. The First Mortgagee shall convey only such title as it received through the deed in lieu of foreclosure and will not create or suffer the creation of any additional liens or encumbrances against the Property following issuance of the deed in lieu of foreclosure to the First Mortgagee. The First Mortgagee shall not be liable for any of the costs of conveyance of the Property to the SCHA, the Town, or its designee; *however*, the First Mortgagee shall cooperate with the SCHA or the Town in calculating the Deed in Lieu Price and in the execution of the Option to Buy.

C. Upon Exercising Option. In the event that the SCHA or the Town obtains title to the Property pursuant to this Article, the SCHA, the Town or its designee may sell the Property to a Qualified Buyer, or rent the Property to third parties until such time that the Property can be sold to a Qualified Buyer. The SCHA's or the Town's subsequent sale of the Property in these circumstances shall not be subject to the Maximum Sale Price restrictions set forth in Article VIII hereof.

D. Release upon Electing Not to Exercise Options. In the event that the SCHA or the Town does not exercise its Option to Redeem as described in this Article or its Option to Buy as described above, as applicable, within the time periods set forth in this Article, this Restriction shall automatically terminate and shall be of no further force and effect, and the SCHA and the Town shall prepare and execute a release of this Restriction and, within thirty (30) days of such termination, cause such release to be recorded in the records of the Clerk and Recorder of the County. Notwithstanding the foregoing, any and all claims of the SCHA and the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.4 Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Article IX shall be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provision; (2) the rule restricting restraints on alienation; or (3) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the shorter of (x) the term of this Restriction, or (y) the period of the lives of the current duly elected and seated board of directors of the SCHA, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

ARTICLE X **ENFORCEMENT**

10.1 Enforcement of This Restriction. The Declarant and each Owner hereby grants and assigns to SCHA or the Town the right to review and enforce compliance with this Restriction. Compliance may be enforced by SCHA or the Town by any lawful means, including without limitation, seeking any equitable relief (including, without limitation, specific performance and other equitable relief as set forth in Section 10.2 below), as well as a suit for damages; provided, however, in the event the Property is financed by a HUD-insured First Mortgage and is sold in violation of Section 8.3 hereof, such enforcement shall not include:

- A. acceleration of a mortgage;
- B. voiding a conveyance by an Owner;
- C. terminating an Owner's interest in the Property; or
- D. subjecting an Owner to contractual liability.

Notwithstanding the foregoing, in no event shall SCHA or the Town have any equitable remedies (including, but not limited to, the right to sue for specific performance or seek other equitable relief as set forth in Section 10.2) or the right to sue for damages if the Owner of the Property that was financed with a HUD-insured First Mortgage breaches or violates the terms, covenants and other provisions of Section 8.3 hereof and if to do so would violate any existing or future requirement of HUD, it being understood, however, that in such event, SCHA or the Town shall retain all other rights and remedies hereunder

for enforcement of any other terms and provisions hereof, including, without limitation: (i) the right to sue for damages to reimburse SCHAs or the Town, or its agents, for its enforcement costs and to require an Owner to repay with reasonable interest (not to exceed ten percent (10%) per annum) any assistance received in connection with the purchase of the Property; (ii) the right to prohibit an Owner from retaining sales or rental proceeds collected or received in violation of this Restriction; and (iii) the option to purchase granted to SCHAs or the Town in Section 8.5(c) hereof. Venue for a suit enforcing compliance shall be proper in Summit County, Colorado and service may be made or notice given by posting such service or notice in a conspicuous place on the applicable Property. As part of any enforcement action on the part of SCHAs or the Town, the applicable Owner shall pay all court costs and reasonable legal fees incurred by SCHAs or the Town, or its agents, in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of SCHAs or the Town's or its agents, attorney spent on such claims at the rates generally charged for similar services by private practitioners within the County.

10.2 Injunctive and other Equitable Relief. Declarant and each Owner agree that in the event of Declarant's or Owner's default under or non-compliance with the terms of this Restriction, SCHAs or the Town shall have the right to seek such equitable relief as it may deem necessary or proper, including, without limitation, the right to: (a) seek specific performance of this Restriction; (b) obtain a judgment from any court of competent jurisdiction granting a temporary restraining order, preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of the Property made in violation of this Restriction. Any equitable relief provided for in this Section 10.2 may be sought singly or in combination with such legal remedies as SCHAs or the Town may be entitled to, either pursuant to this Restriction, under the laws of the State of Colorado or otherwise.

ARTICLE XI **GENERAL PROVISIONS**

11.1 Equal Housing Opportunity. Pursuant to the Fair Housing Act, Declarant, the SCHAs, and the Town shall not discriminate on the basis of race, creed, color, sex, national origin, familial status or disability in the lease, sale, use or occupancy of the Property.

11.2 Rules, Regulations, and Standards. The SCHAs shall have the authority to promulgate and adopt such rules, regulations and standards as it may deem appropriate, from time to time, for the purpose of carrying out its obligations and responsibilities described herein, all of which rules, regulations and standards, and any amendments thereof, shall be subject to approval of the Town.

11.3 Waiver of Exemptions. Every Owner, by taking title to the Property, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

11.4 Enforcement. Except as otherwise provided herein, the SCHA, the Town, the Declarant, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations imposed by the provisions of this Restriction and shall be entitled to specific enforcement of the same. Failure by any party described in this paragraph to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right by such party or any other party to do so thereafter.

11.5 Expenses of Enforcement. In the event that any party entitled to enforce the terms of this Restriction shall be required to bring any action as the result of any breach of the terms of this Restriction by any Owner, the party bringing such action shall be entitled to recover from and against the Owner in breach of these Restrictions, in addition to any and all other remedies available at law or in equity, reasonable attorney's fees and costs incurred in the enforcement of these Restrictions and in the bringing of such action, and the party against whom such fees and costs are awarded shall be personally liable for the payment of such fees and costs, and such award and judgment shall constitute a lien against the Property owned by the party in breach of these Restrictions which lien may be enforced by foreclosure of the defaulting Owner's Property in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado or elimination of Owner's resale gain on the Property.

11.6 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no way affect any other provisions, it being the intent of the Declarant, SCHA and Town that such invalidated provision be severable.

11.7 Term. The restrictions contained herein shall run with the land and bind the land for a term of 99 years from the date that this covenant is recorded, after which time the terms of this Covenant shall be automatically extended for successive periods of 10 years.

11.8 Amendment. This restriction may be amended only by an instrument recorded in the records of Summit County executed by the Town and the then-Owner of the Property.

11.9 Successor to SCHA. In the event that, at any time during the duration of this Restriction, the SCHA ceases to exist, all reference in this Restriction to SCHA shall, thereafter, mean the Town its successors, assigns, or any other entity designated by the Town to administer or enforce the provisions hereof, or to perform the functions of the SCHA as described herein.

11.10 No Third Party Beneficiaries. This Restriction is made and entered into for the sole protection and benefit of the SCHA, the Town and the Owner. Except as otherwise specifically provided for herein, no other person, persons, entity or entities, including without limitation prospective buyers of the Property, shall have any right of action with respect to this Restriction or right to claim any right or benefit from the terms provided in this Restriction or be deemed a third party beneficiary of this Restriction.

11.11 Non-Liability. SCHA and Town and their respective employees, members, officers and agents shall not be liable to any Owner or third party by virtue of the

exercise of their rights or the performance of their obligations under this Restriction. The parties understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Restriction, the monetary limitations or any other rights, immunities or protections afforded by the Governmental Immunity Act, CRS §§ 24-10-101, et seq., as they may be amended, or any other limitation, right, immunity or protection otherwise available to the parties.

11.12 Exhibits. All exhibits attached hereto are incorporated herein and by this reference made part hereof.

11.13 Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.

11.14 Personal Liability. Each Owner shall be personally liable for any of the transactions contemplated herein, jointly and severally with his or her co-owners.

11.15 Further Actions. The Owner and Owner's successors and assigns agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Restriction or any agreement or document relating hereto or entered into in connection herewith.

11.16 Notices. Any notice, consent or approval which is required or permitted to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Restriction. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Declarant:

To the Town:

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

To the Summit Combined Housing Authority:

Summit Combined Housing Authority
P.O. Box 188
Breckenridge, CO 80424

To the Owner:

To be determined pursuant to the Notice of Lien and Memorandum of Acceptance
(as shown on Exhibit A) recorded with respect to each transfer of the Property.

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

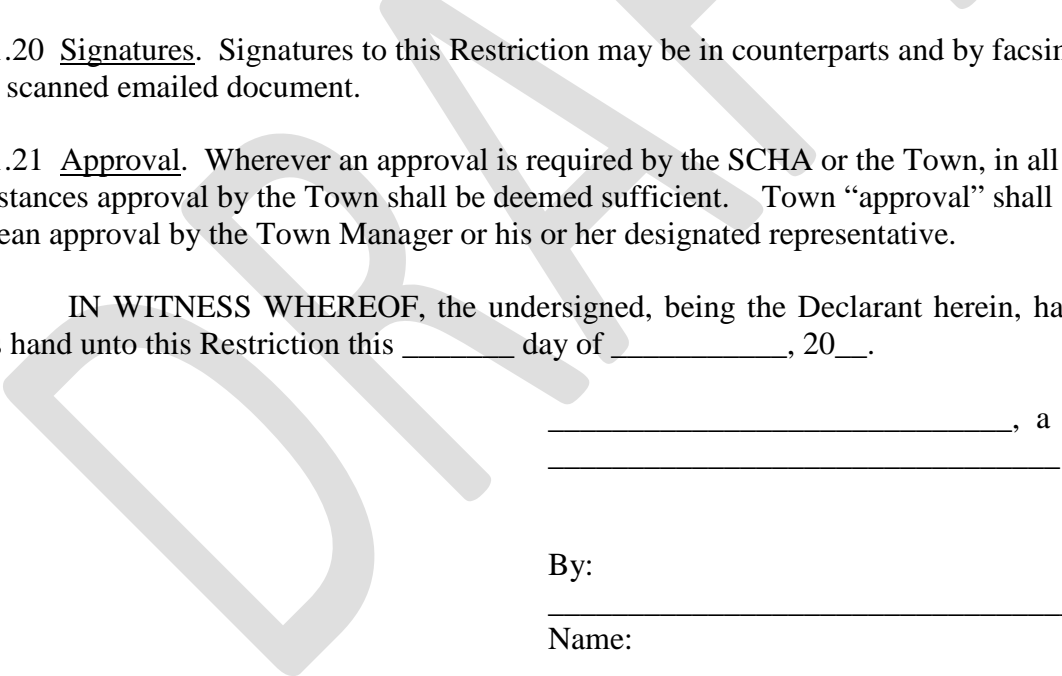
11.18 Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

11.19 Headings. Article and Section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

11.20 Signatures. Signatures to this Restriction may be in counterparts and by facsimile or scanned emailed document.

11.21 Approval. Wherever an approval is required by the SCHA or the Town, in all instances approval by the Town shall be deemed sufficient. Town “approval” shall mean approval by the Town Manager or his or her designated representative.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand unto this Restriction this _____ day of _____, 20__.



_____, a

By:

Name:

Title:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me as of the ____ day of _____, 20__, by _____ as _____ of _____, a _____.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

DRAFT

EXHIBIT A

**NOTICE OF LIEN AND MEMORANDUM OF ACCEPTANCE
OF RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF
LIEN FOR UNIT __, OF _____,**

**_____ ,
SUMMIT COUNTY, COLORADO**

WHEREAS, _____ [Buyer Name] _____, the
“Buyer” is purchasing from _____ [Seller Name] _____,
the “Seller,” at a price of \$ _____ [purchase price amount] _____, real property
described _____ as: _____ [Legal
Description] _____, according to the plat recorded under
Reception No. _____, in the real property records of the County
of Summit, Colorado (the “Property”); and

WHEREAS, the Seller of the Property is requiring, as a prerequisite to the sale
transaction, that the Buyer acknowledge and agree to the terms, conditions and
restrictions found in that certain instrument entitled “Residential Housing Restrictive
Covenant and Notice of Lien for Unit __, of _____,
Town/County, Colorado”, recorded on _____, 20__, under Reception No.
_____, in the real property records of the County of Summit, Colorado (the
“Restrictive Covenant”).

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the
Buyer:

1. Acknowledges that Buyer has carefully read the entire Restrictive
Covenant, has had the opportunity to consult with legal and financial counsel concerning
the Restrictive Covenant and fully understands the terms, conditions, provisions, and
restrictions contained in the Restrictive Covenant.

2. States that the Notice to Buyer should be sent to:

3. Directs that this Notice be placed of record in the real estate records of the
County of Summit, Colorado and a copy provided to the Summit County Housing
Authority and the Town of Frisco (as defined in the Restrictive Covenant).

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the _____ day of _____, 20__.

BUYER(S):

Print Name(s): _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

PowerPoint

PREPARED FOR AUGUST 13, 2019
TOWN COUNCIL MEETING

Affordable Housing Restrictive Covenant Discussion



**PRESENTED TO FRISCO TOWN COUNCIL
AUGUST 13, 2019**

**BY:
NANCY KERRY, TOWN MANAGER**

Discussion Agenda



- **Goals of Restrictive Covenants**
- **Proposed Amendments**
- **Financial Impacts**
- **Summary**



Goals of Housing Restrictive Covenants

Goals of Restrictive Covenants



- In general, goals of Affordable Housing Programs are designed to:
 - meet the Council's Inclusive Community priorities,
 - attract and retain working community members,
 - mitigate the scarcity of affordable housing which results in the loss of community members
- Covenants (deed restrictions) are intended to protect the affordability of homes receiving taxpayer assistance

Goals of Proposed Amendments to Restrictive Covenants



- i Keep buyer's price in similar affordable range as when the unit was previously purchased
- i Encourage capital investment while promoting upkeep and maintenance of units
- i Allow seller flexibility to allow for competition among sellers
- i Enhance Frisco as an inclusive community that allows for residents of various income levels

The image features a central white horizontal band with the text "Proposed Amendments" in a bold, black, serif font. This band is flanked by two large orange horizontal bands. Two decorative circular motifs, each consisting of two concentric circles, are positioned on the white band, one above and one below the text. Dashed horizontal lines extend from the centers of these circles across the width of the white band. The entire composition is set against a dark blue background at the bottom.

Proposed Amendments

Application of Proposed Amendments



• Seller's Purchase price,

+

• Equity shall not exceed 3% per year (not compounded)

+

• Qualified capital improvements

+

• Cost of realtor's commission

=

• **Maximum Sales Price** (max is not guaranteed)

+

• Plus 2% realtor's commission if using SCHA

Example of Resale



- Day 1: 2-bedroom, 100% AMI property gets listed for sale at rate established by SCHA for a 2-bedroom unit at 100% AMI
- Days 1-30: Property may be sold or contracted for sale only to a “Resident” who earns their living from a business operation in the Town of Frisco
- Day 31 and after: Property may be sold or contracted for sale to a “Resident” who earns no more than 120% AMI

***Even if the property is sold to a buyer who earns 120% AMI, the resale calculation is still based on the sale price for a 100% AMI unit**

Example of Resale with 20% Buyer Range



Fact: 2-bedroom, 100% AMI maximum resale = \$316,831

Assumptions: 10% down payment (\$31,683), 4.1% interest rate
=Monthly mortgage payment = \$1931/month

- Qualifying 3-person household at 100% AMI earns maximum of \$80,200 annually (~\$6,683/month)
 - \$1931 mortgage payment is 29% of their income
- Qualifying 3-person household at 120% AMI earns maximum of \$96,240 annually (~\$8,020/month)
 - \$1,931 mortgage payment is 24% of their income

Proposed Amendments



- All properties would be permitted to apply for Qualifying Capital Improvements (QCIs)
- Seller's affordability will remain the same; the property will be required to sell at a maximum resale calculation of the stated AMI in the covenant
- Buyer's affordability may be increased up to 20% greater than the AMI stated in existing covenant



Financial Impact

Financial Impact



- Adoption of the proposed resolution will have no financial impact to the Town of Frisco.
- Owners who want to opt-in to the new covenant will be charged an application fee to cover staff processing time and the cost of recording.
- The intent of modifying the maximum resale calculation and allowing permitted capital improvements shall have financial considerations to homeowners of deed restricted units.



Summary

Summary



In an effort to resolve a number of concerns and issues with current covenant restrictions, staff proposes a *volunteer* “Opt-In” new covenant restriction that will:

- ÷ **Keep buyer’s price in similar affordable range as when the unit was previously purchased**
- ÷ **Encourage capital investment while promoting upkeep and maintenance of units**
- ÷ **Allow seller flexibility to set sale price within ranges**
- ÷ **Strengthen Frisco as an inclusive community that allows for residents of variety of incomes**

Council Direction Requested



Does Town Council:

- Support a 20% spread for buyer's affordability as drafted in the Restrictive Covenant? Or should it be amended to 10% or 30%?
- Support a 30 day priority for residents employed within the Town of Frisco?
- Support the Qualifying Improvement Summary (Restrictive Covenant, Exhibit B)?



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NANCY KERRY, TOWN MANAGER
RE: DISPOSABLE BAG FEE ORDINANCE FOR CONSIDERATION
DATE: AUGUST 13, 2019

Summary and Background: This item is both on the Town Council's work session, as well as regular session, to provide the Town Council an opportunity to discuss the potential of adopting a fee for use of disposable bags during the work session and on regular to provide the opportunity to adopt the attach ordinance.

During the Town Council Strategic Planning Workshop in April, Council created the Strategic Priority, Sustainable Environment. To meet this priority Council created the goal to reduce the amount of waste that the Town of Frisco produces with plans to adopt a disposable bag (both paper and plastic) fee ordinance. The disposable bag fee will address the environmental problems associated with disposable bags and to meet the Town Council's goal of reducing waste. The Town Council intends that the requirements of this ordinance will assist in offsetting the costs associated with using disposable bags to pay for the mitigation, educational, replacement, and administrative efforts of the Town.

Analysis: The Town, through its policies, programs, and laws, supports efforts to reduce the amount of waste that must be land-filled and pursue sustainability initiatives as a goal by emphasizing waste prevention efforts. The use of single-use disposable bags has severe impacts on the environment, from both a local and global scale, including greenhouse gas emissions, litter, harm to wildlife, atmospheric acidification, water consumption and solid waste generation.

Despite recycling and voluntary solutions to control pollution from disposable carryout bags, many disposable single-use bags ultimately are disposed of in landfills, litter the environment, block storm drains and endanger wildlife. The Town Council aims to conserve resources, reduce greenhouse gas emissions, waste, and litter, and to protect the public health, safety, and welfare, including wildlife, all of which increase the quality of life for the town's residents and visitors. Studies document that charging a mandatory fee on disposable bags can dramatically reduce the use of these bags.

Key Features of the Ordinance

Bag fee: Proposed at \$0.10 (ten cents), which is a common, if not standard fee.

Requires creation of “*Disposable bag fee public outreach plan*” to raise awareness and educate residents and visitors regarding the Disposable Bag Fee and requires informational sessions and communications with Retail Stores to explain the Disposable Bag Fee.

Implementation date: January 1, 2020 to provide retailers sufficient time for education, awareness and implementing processes.

Financial Impact: The amount of revenue generated is not anticipated to be significant, as many communities nationwide have long ago adopted a similar fee resulting in measurable increase in the number of people who already use reusable bags. Proceeds from the fee will fund the education, outreach, and staff support of the program.

Over the years, with many communities around the country banning single-use plastic bags, or adopting a fee for use of single-use and disposable bags, the impact to businesses has been minimized as the use of reusable bags trended upward. In addition, the attached Ordinance allows businesses to keep the revenue collected for the first twelve months, up to \$1,000 per month, to offset first-year implementation expenses.

Alignment with Strategic Plan: Adoption of a fee for use of disposable bags will help reduce single use plastic bags and other disposable bags. Adoption of the attached ordinance aligns with Town Council’s Sustainable Environment goals in the 2019-2020 Strategic Plan.

Staff Recommendation: Staff recommends the Council take one of the following options:

1. Adopt the attached ordinance; or
2. Provide direction to staff regarding changes to the ordinance in accordance with Town Council’s interests and goals.

Reviews and Approvals:

Bonnie Moinet, Finance Director - Approved

Attachment 1

Disposable Bag

Fee Ordinance

19-14

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 19-14**

AN ORDINANCE ESTABLISHING A “DISPOSABLE BAG FEE”; PROVIDING FOR THE PAYMENT AND COLLECTION OF SUCH FEE; AND PROVIDING OTHER DETAILS RELATED TO THE DISPOSABLE BAG FEE AND, IN CONNECTION THEREWITH, ESTABLISHING A NEW TITLE FOR CHAPTER 124 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING NUISANCES, AND RE-ORDERING THE PROVISIONS OF SAID CHAPTER.

WHEREAS: the use of all disposable shopping bags (plastic and paper) has significant environmental impacts on a local and global scale, including greenhouse gas emissions, litter, harm to wildlife, water consumption, and solid waste generation; and

WHEREAS: the Town Council adopted the “Frisco 2019-2020 Strategic Plan” on May 28, 2019, which sets forth a series of sustainability initiatives that the Town should undertake; and set a Town Council high priority to “Adopt the Climate Action Plan,” and initiatives including “reducing waste,” “promotion of reusable” products; and

WHEREAS, despite recycling and voluntary efforts to control pollution from disposable bags, relatively few disposable bags are recycled, and these bags last decades in the landfill or end up as litter; and

WHEREAS, numerous studies have documented the prevalence of disposable bags littering the environment, blocking storm drains, and endangering wildlife; and

WHEREAS, approximately two billion disposable bags are used annually in Colorado, but less than five percent are recycled; and

WHEREAS, the best alternative to disposable bags is to shift to reusable bags for shopping; and

WHEREAS, the Town Council aims to conserve resources, reduce greenhouse gas emissions, waste, and litter, and to protect the public health, safety, and welfare, including wildlife, all of which increase the quality of life for the Town’s residents and visitors; and

WHEREAS, studies document that charging a mandatory fee on Disposable Bags can dramatically reduce the use of these bags; and

WHEREAS, The Town of Frisco believes that residents and visitors should use reusable bags and that a fee on the distribution of disposable bags is appropriate to dissuade the use of disposable bags and fund the Town’s efforts to educate residents, businesses, and visitors about the impact of disposable bags on the regional environmental health and to fund the use of reusable bags, Town cleanup events, and infrastructure and programs that reduce waste in the community; and

WHEREAS, based on the information that has been provided to the Town Council by the Town staff, the disposable bag fee imposed by this Ordinance bears a reasonable relationship to the anticipated cost of providing the Town programs and services described in this Ordinance.

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

Section 1. That Chapter 124 of the Code of Ordinances of the Town of Frisco (the "Code") shall be re-titled from "**NUISANCES**" to "**PUBLIC HEALTH AND SAFETY**," and that there shall be established in Chapter 124 a new Article I thereof, entitled "Nuisances" consisting of Sections 124-1 through 124-11. Further, that each and every reference within said Sections 124-1 through 124-11 to the word "Chapter" shall be replaced with the word "Article."

Section 2. That a new Article II of Chapter 124, titled "Disposable Bag Fee" is hereby established to read in its entirety as follows:

**ARTICLE II
DISPOSABLE BAG FEE**

§ 124-12. Intent.

- A. The Disposable Bag Fee adopted by this Article is necessary to address the environmental problems associated with Disposable Bags and to relieve Town taxpayers of the costs imposed upon the Town associated with the use of Disposable Bags. The Town Council intends that the requirements of this Article will assist in offsetting the costs associated with using Disposable Bags by paying for the mitigation, educational, replacement, and administrative efforts of the Town.
- B. The Disposable Bag Fee established by this Article is not designed to raise revenues to defray the general expenses of Town government, but rather is a charge imposed for the purpose of defraying the cost of the particular Town services and programs described in this Article.

§ 124-13. Purpose.

It is the purpose of this Article to protect the public health, safety, and welfare, and to implement both the Town's 2019-2020 Strategic Plan, including its Climate Action Plan, initiatives to promote reusable products, and the Town's Comprehensive Plan.

§ 124-14. Definitions.

As used in this Article, the following words shall have the following meanings. Where terms are not defined, they shall have their ordinarily accepted meanings within the context that they are used.

Customer: means any person who makes a retail purchase from a Retail Store.

Disposable bag: means, except as provided in Section 124-19, any bag, other than a Reusable Bag, that is provided to a customer by a retailer at the point of sale for the purpose of transporting goods.

Disposable bag fee: means the Town fee imposed by this Article that is required to be paid by each Consumer making a purchase from a Retail Store for each Disposable Bag used during the purchase, and imposed for the purpose of mitigating the impacts of Disposable Bags.

Disposable bag fee public outreach plan: means a program to be put in place by the Town to raise awareness and educate both residents and visitors on the Disposable Bag Fee. The program shall at a minimum include informational sessions and communications with Retail Stores to explain the Disposable Bag Fee and the Retail Store's obligations.

Finance director: means the Finance Director of the Town of Frisco, or such person's designee.

Retail store: means any public commercial business engaged in the sale of personal consumer goods, household items, or groceries to customers who use or consume such items. "Retail store" does not include temporary vendors at farmer's markets or other temporary events; or restaurants or other businesses (e.g., service providers such as salons and spas) where retail sales are clearly secondary and incidental to the primary activity occurring within the business.

Reusable bag: means a plastic bag that is at least 2.25 millimeters thick or a bag made of canvas, woven polypropylene, or similar types of durable materials.

§ 124-15. Disposable Bag Fee Established.

For each Disposable Bag provided to a Customer, each Retail Store shall collect from customers, and customers shall pay, at the time of purchase a Disposable Bag Fee of \$0.10. The Disposable Bag Fee shall be remitted by the Retail Store to the Town in accordance with Section 124-17 of this Article. The Town Council may annually evaluate and change by resolution the amount of the Disposable Bag Fee, the amount of the Retained Percent, or both the amount of the Disposable Bag Fee and the amount of the Retained Percent.

§ 124-16. Disposable Bag Fee Requirements.

- A. Retail Stores shall record the number of Disposable Bags provided and the total amount of Disposable Bag Fees charged on the customer transaction receipt as a separate and distinct item.
- B. A Retail Store shall not refund to the customer any part of the Disposable Bag Fee, either directly or indirectly, nor shall the Retail Store advertise or state to customers that any part of the Disposable Bag Fee will be refunded to the customer.
- C. A Retail Store shall not exempt any customer from any part of the Disposable Bag Fee for any reason except as stated in Section 124-19.

§ 124-17. Retention, Remittance, and Transfer of the Disposable Bag Fee.:

- A. A Retail Store may retain 50 percent of each Disposable Bag Fee collected, which is the "Retained Percent", up to a maximum amount of \$1,000 per month to and through August, 2020, and \$100 per month maximum for all months thereafter.
- B. The Retained Percent may only be used by the Retail Store to:
 - 1. Provide educational information about the Disposable Bag Fee to customers;
 - 2. Provide the signage required by Section 124-18, "Required Signage";
 - 3. Train staff in the implementation and administration of the fee;

4. Improve or alter infrastructure to allow for the implementation, collection, administration of the fee;
 5. Collect, account for, and remit the fee to the Town;
 6. Develop and display informational signage to inform consumers about the fee;
 7. Encourage the use of Reusable Bags or promote recycling of Disposable Bags; and
 8. Improve infrastructure to increase disposable bag recycling.
- C. The Disposable Bag Fee shall be exempt from the Town of Frisco sales tax.
- D. The amount of the Disposable Bag Fee collected by a Retail Store in excess of the Retained Percent shall be paid to the Town and shall be used only as set forth in Subsection G to mitigate the effects of Disposable Bags in Frisco.
- E. Every Retail Store providing Disposable Bags subject to the Disposable Bag Fee shall be liable and responsible for the payment of the amount outlined in Subsection D. above to the Town, and shall file a report each month on forms prescribed by the Finance Director before the twentieth day of each month for the preceding month. All sums of money collected by Retail Stores for the Disposable Bag Fee imposed by this chapter minus the "Retained Percent" are intended exclusively for use as outlined in Subsection G. Each Retail Store required to collect and remit the Disposable Bag Fee shall hold such monies in trust until paying them to the Town.
- F. The Disposable Bag Fee shall be administered by the Finance Director. The Finance Director is authorized to adopt administrative rules to implement this Article, prescribe forms and provide methods of payment and collection, and otherwise implement requirements of this Article.
- G. Funds from the Disposable Bag Fee paid to the Town shall be used only for the expenditures that are intended to mitigate the effects of Disposable Bags, including without limitation the following:
1. Administrative costs associated with developing and implementing the Disposable Bag Fee.
 2. Activities of the Town to:
 - a. Provide Reusable Bags to residents and visitors;
 - b. Educate residents, businesses, and visitors about the impact of Disposable Bags on the Town's environmental health, the importance of reducing the number of Disposable Bags entering the waste stream, and the impacts of Disposable Bags on wildlife and the environment;
 - c. Fund programs and infrastructure that allow the Frisco community to reduce waste associated with Disposable Bags;

- d. Purchase and install equipment designed to minimize bag pollution, including, recycling containers, and waste receptacles associated with Disposable Bags;
 - e. Fund community cleanup events and other activities that reduce litter associated with Disposable Bags;
 - f. Maintain a public website that educates residents on the progress of waste reduction efforts associated with Disposable Bags; and
 - g. Fund the administration of the Disposable Bag Fee program.
- H. No Disposable Bag Fees collected in accordance with this Article shall be used only for general municipal or governmental purposes or spending.
- I. Disposable Bag Fees collected in accordance with this Article shall be continually available for the uses and purposes set forth in subsection G. of this section without regard to fiscal year limitation. No Disposable Bag Fee funds shall be used for any purpose not authorized in this Article.

§ 124-18. Required Signage.

Every retail store required to collect the Disposable Bag Fee shall display a sign in a location outside or inside of the store, viewable by customers, alerting customers to the Town of Frisco's Disposable Bag Fee.

§ 124-19. Exemptions.

The Disposable Bag Fee imposed by this Article does not apply to:

- A. A bag brought into a Retail Store by a customer and used to transport goods from the Retail Store.
- B. A bag that was previously used and made available to customers at a Retail Store.
- C. A bag provided to a customer at no charge if the customer provides evidence that he or she is a participant in a federal or state Food Assistance Program.
- D. Bags used by consumers inside Retail Stores to:
 - a. Package bulk items, such as fruit, vegetables, nuts, grains, candy or small hardware items like nails, nuts, and screws;
 - b. Contain or wrap frozen or fresh foods, meat, or fish;
 - c. Contain or wrap flowers, potted plants, or other items where dampness may be a problem; and
 - d. Contain unwrapped prepared foods or bakery goods;
- E. A non-handled bag used to protect purchased items from damaging or contaminating other purchased items when placed in a Disposable Bag or a Reusable Bag.

- F. Bags used for loose small retail items, including, but not limited to, jewelry, buttons, beads, ribbon, herbs and spices, medical marijuana or adult-use marijuana if sold by the holder of a permit issued pursuant to applicable law, and similar items.
- G. Bags provided by pharmacists to contain prescription drugs.
- H. Newspaper bags, door-hanger bags, laundry-dry cleaning and garment bags, and bags sold in packages containing multiple bags for uses such as food storage, garbage, pet waste, or yard waste.

§ 124-20. Audits, and Collection of the Disposable Bag Fee:

- A. Each Retail Store shall maintain accurate and complete records of the Disposable Bag Fees collected, the number of Disposable Bags provided to Customers, the form and recipients of any notice required pursuant to this Article, and any underlying records, including any books, accounts, invoices, or other records necessary to verify the accuracy and completeness of such records. It shall be the duty of each Retail Store to keep and preserve all such documents and records, including any electronic information, for a period of three years from the end of the calendar year of such records.
- B. If requested, each Retail Store shall make its records available for audit by the Finance Director during regular business hours for the Town to verify compliance with the provisions of this Article. All such information shall be treated as confidential commercial documents.
- C. If any person fails, neglects, or refuses to collect or pay the Disposable Bag Fee, or underpays the Disposable Bag Fee, the Finance Director shall make an estimate of the fees due, based on available information, and shall add thereto penalties, interest, and any additions to the fees. The Finance Director shall serve upon the delinquent Retail Store personally, by electronic mail or by first class mail directed to the last address of the Retail Store on file with the Town, written notice of such estimated fees, penalties, and interest, constituting a Notice of Final Determination, Assessment, and Demand for Payment, (also referred to as "Notice of Final Determination") due and payable within 30 calendar days after the date of the notice. The Retail Store may request a hearing on the assessment as provided in Section 124-21 of this Article.
- D. If payment of any amount of the Disposable Bag Fee due to the Town is not received on or before the applicable due date, penalty and interest charges shall be added to the amount due in the amount of:
 - 1. A penalty of ten percent of total due; and
 - 2. Interest charge of one percent of total penalty per month.

§ 124-21. Hearings.

- A. A Retail Store may request a hearing on any proposed fee imposed under this Article after receiving a Notice of Final Determination, by filing a written request for hearing within 30 calendar days of the date of mailing of the Notice of Final Determination. The request for hearing shall set forth the reasons for and amount of changes in the Notice

of Final Determination that the Retail Store seeks and such other information as the Finance Director may prescribe.

- B. The Finance Director shall notify the Retail Store in writing of the time and place of the hearing at least ten days before it is scheduled, unless the Retail Store agrees to a shorter time. The hearing shall be held within 60 days of the date of receipt of the request for a hearing, unless the Retail Store agrees to a later date.

§ 124-22. Violation and Penalties.

- A. It is unlawful for any person to violate any provision of this Article.
- B. Every person found liable for such a violation shall be punished as provided in Section 1-14 of this Code.

Section 3. That the Finance Director shall develop and implement the administrative and financial processes for the collection of the Disposable Bag Fee imposed by this Ordinance.

Section 4. The Town Council finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town of Frisco and the inhabitants thereof.

Section 5. This Ordinance shall become effective January 1, 2020 provided, however, that the Disposable Bag Public Outreach Plan has been implemented not later than November 1, 2019. If the Disposable Bag Public Outreach Plan has not been implemented prior to November 1, 2019 then the collection of the Disposable Bag Fee and required store signage provisions of this ordinance shall not take effect until the Town Manager certifies that Disposable Bag Public Outreach Plan has been approved and implemented by the Town.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THIS 23RD DAY OF JULY, 2019.

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: BILL GIBSON, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
RE: ORDINANCE 19-13, AN ORDINANCE REPEALING TOWN OF FRISCO ORDINANCE NO. 14-07, WHICH ORDINANCE CONDITIONALLY VACATED USE, AS A PUBLIC RIGHT-OF-WAY, OF A 0.441 ACRE PORTION OF SOUTH EIGHTH AVENUE
DATE: AUGUST 13, 2019

Summary and Background: On August 23, 2019, the Town Council approved the first reading of Ordinance 19-13 by a vote of 5-0.

Analysis: The Town of Frisco finds itself in an uncommon situation where a portion of street right-of-way was conditionally vacated by a prior ordinance (Ordinance 14-07); the benefiting adjacent development project did not move forward; the conditions of that vacation ordinance were not met, and there is no indication that a new developer of the adjacent property intends to fulfill those conditions in the future; and the vacation has never been finalized.

Additionally, this street right-of-way is now needed to facilitate the construction of a new state highway project for which the design details were not known or anticipated at the time the vacation ordinance was adopted.

Financial Impact: Adoption of this ordinance will have no financial impact to the budget.

Alignment with Strategic Plan: Adoption of this ordinance aligns with Town Council's Strategic Priority, Quality Core Services.

Staff Recommendation: It is the recommendation of Town Staff that the Council adopt the attached ordinance to repeal the previous conditional vacation of a portion of the South 8th Avenue right-of-way.

Attachments:

1. Ordinance 14-07
2. Ordinance for adoption

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

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

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 19-13**

AN ORDINANCE REPEALING TOWN OF FRISCO ORDINANCE NO. 14-07, WHICH ORDINANCE CONDITIONALLY VACATED USE, AS A PUBLIC RIGHT-OF-WAY, OF A 0.441 ACRE PORTION OF SOUTH EIGHTH AVENUE.

WHEREAS: by way of Town of Frisco Ordinance No. 14-07, the Frisco Town Council conditionally vacated use, as a public right- of-way, of an unimproved portion of South Eighth Avenue; and

WHEREAS: the conditions precedent to the vacation included, among other things: (i) the payment of a sum of money to the Town; (ii) the construction of landscaping improvements within the subject parcel and the recording of covenants that authorized public access to the parcel in perpetuity; and (iii) the construction of bus shelter improvements in the vicinity of the parcel; and

WHEREAS, to date, none of the conditions precedent to the vacation have been satisfied, and there appears to be no intent on the part of the property owner in whom title to the vacated property would vest to meet the conditions for vacation set forth in Ordinance 14-07; and

WHEREAS, as a result of the failure of conditions precedent to the vacation, the Town Clerk did not file Ordinance 14-07 in the real property records for Summit County and, accordingly, the portion of South Eighth Avenue described therein was not vacated, and the Town remains the owner of the property; and

WHEREAS, at the time of adoption of Ordinance 14-07, the Town Council found that the subject parcel had no present or prospective public use as a right-of-way; and

WHEREAS, since that time, the Town has been contacted by the Colorado Department of Transportation in connection with the department's desire to use a portion of the subject parcel in connection with a pending Highway 9 improvement project known as the "Gap Project;"

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

Section 1. That Town of Frisco Ordinance No. 14-07 is hereby repealed and is of no further force or effect.

Section 2. Severability. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 3. 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 THIS 23RD DAY OF JULY, 2019.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 13TH DAY OF AUGUST, 2019.

TOWN OF FRISCO, COLORADO

Gary Wilkinson, Mayor

Attest:

Deborah Wohlmuth, CMC, Town Clerk