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+1 929 205 6099

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**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
SEPTEMBER 8, 2020
4:00PM**

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

CALL TO ORDER:

Hunter Mortensen, Mayor

ROLL CALL:

Hunter Mortensen, Andrew Aerenson, Jessica Burley, Daniel Fallon, Andy Held, Rick Ihnken,
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 August 25, 2020
PrimGov Agreement

NEW BUSINESS:

Agenda Item #1: Eagle Scout Project Proposal Presentation Staff: Diane McBride 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

Agenda Item #2: Board of Appeals Interviews and Appointment Staff: Don Reimer 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

Agenda Item #3: High Country Conservation Center Programs Update Staff: Gilly Plog 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

Agenda Item #4: Quarterly Environmental Programs Update Staff: Gilly Plog 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

Agenda Item #5: Unified Development Code Changes to Support Sustainable Building Code Revisions and a More Sustainable Land Use Code Update Staff: Susan Lee 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

Agenda Item #6: West Main Conduit Discussion and Direction Staff: Jeff Goble 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

OLD BUSINESS:

Agenda Item #7: General Discussion / Action on COVID-19 Response Staff: Nancy Kerry 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

ADJOURN:

COMMITTEES REQUIRING COUNCIL AND STAFF REPRESENTATION

COMMITTEE	DESCRIPTION	MEETINGS	REPS (ALTERNATE)
Required attendance:			
Cemetery Board	Supervises cemetery operations and Superintendent	As needed	Wilkinson / Wohlmuth
Summit County Combined Housing Authority	Affordable housing management organization	Monthly – 4 th Wednesday	Kerry/Fallon
Summit Stage Board	Oversees Summit Stage operations	Monthly - 4th Wednesday	Willis
Summit Wildfire Council	Oversees development and implementation of the SC Wildfire Protection Plan	Quarterly	Ihnken / Shaner
Business Advisory Committee	Recommends economic incentives and ideas	As needed	Fallon / Mortensen
Compact of Colorado Communities	Advance climate action planning	Quarterly	Mortensen / Sherburne / CDD

Active attendance requested:			
Colorado Association of Ski Towns (CAST)	Discusses issues affecting mountain-resort communities		Wilkinson / Kerry
High Country Conservation Center	Non-profit arm of the Summit County Recycling program	Monthly - 3rd Tuesday 8-9am	Sherburne
I-70 Coalition	Participation in the I-70 Coalition	Monthly	Wilkinson / Kerry
Northwest Colorado Council of Governments (NWCCOG)	Governing board of Council of Governments from Western Slope municipalities and counties	Alternate Months (4th Thursday)	Shaner
NWCCOG QQ	Dues-paying committee discusses water quality and quantity issues affecting West Slope of Colorado	Quarterly	Burley / Wilkinson

Vountary attendance:			
CML Policy Board		3 times a year	Shaner / Kerry
Summit County Chamber of Commerce	Legislative subcommittee	Monthly – last Thursday	Shaner
Friends of Dillon Ranger District			Burley

- ***Shaner will take Chamber and CML if somebody else takes BAC and wildfire alternate.***

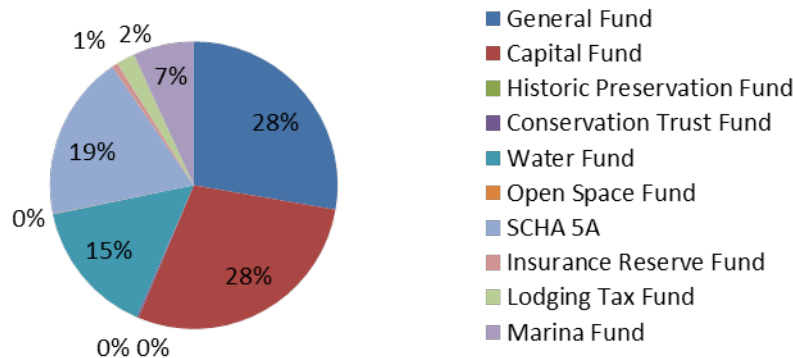
COMMITTEE	DESCRIPTION	NUMBER OF MEMBERS AND MEMBERSHIP CRITERIA	MEMBERSHIP TERMS	APPOINTEE(S)	TERM EXPIRES	MEETING DATES
Board of Appeals	Hear appeals of and review Uniform Code decisions of the Building Official	Three residents or business owners with construction backgrounds appointed by Council	Three years	Pete Campbell Dan McCreery Ken O'Bryan		As needed
Cemetery Board	Supervises Town Cemetery Operations and Cemetery Superintendent	Three members: Mayor, Town Clerk and citizen appointed by Council	Three years	Deb Helton		As needed
Ten Mile Planning Commission	Citizen planning body for unincorporated Ten Mile Basin	Council recommends appointment of one resident to County Commissioners (Council Member also appointed)	Three years	Donna Skupien		Monthly
Frisco Planning Commission	Reviews development applications; oversees Master Plan revision; reviews development and construction plans affecting historic structures	Council appoints all 7 members, who must be Frisco residents	Four years	Donna Skupien Andrew Stabile Andrew Held Lina Lesmes Robert Franken Jason Lederer Kelsey Withrow	2022 2022 2022 2020 2020 2020	1 st and 3 rd Thursdays of each month
Business Ad-Hoc Advisory Committee	Review the Town's business related ordinances and policies, and evaluate business-to-business needs, and provide recommendations to Town Manager and Town Council	Council appoints up to 9 diverse members from the community	As needed	Betty Naftz Tony Pestello Chris Eby Scott Pohlman Woody Van Gundy Christy Campton Bobby Kato Dan Kibbie Stewart Voutour Andy Bradford Hunter Mortensen Nancy Kerry Vanessa Agee Brodie Boilard		Committee to determine

FINANCE REPORT - CASH POSITION JULY 2020

LEDGER BALANCES:

General Fund	\$8,511,424.52
Capital Fund	\$8,773,327.88
Historic Preservation Fund	\$1,021.67
Conservation Trust Fund	\$66,497.95
Water Fund	\$4,677,761.17
Open Space Fund	\$12,502.50
SCHA 5A	\$5,712,239.18
Insurance Reserve Fund	\$211,804.47
Lodging Tax Fund	\$636,801.44
Marina Fund	\$2,098,396.27
TOTAL	\$30,701,777.05

Cash Percentage of Total Ledger

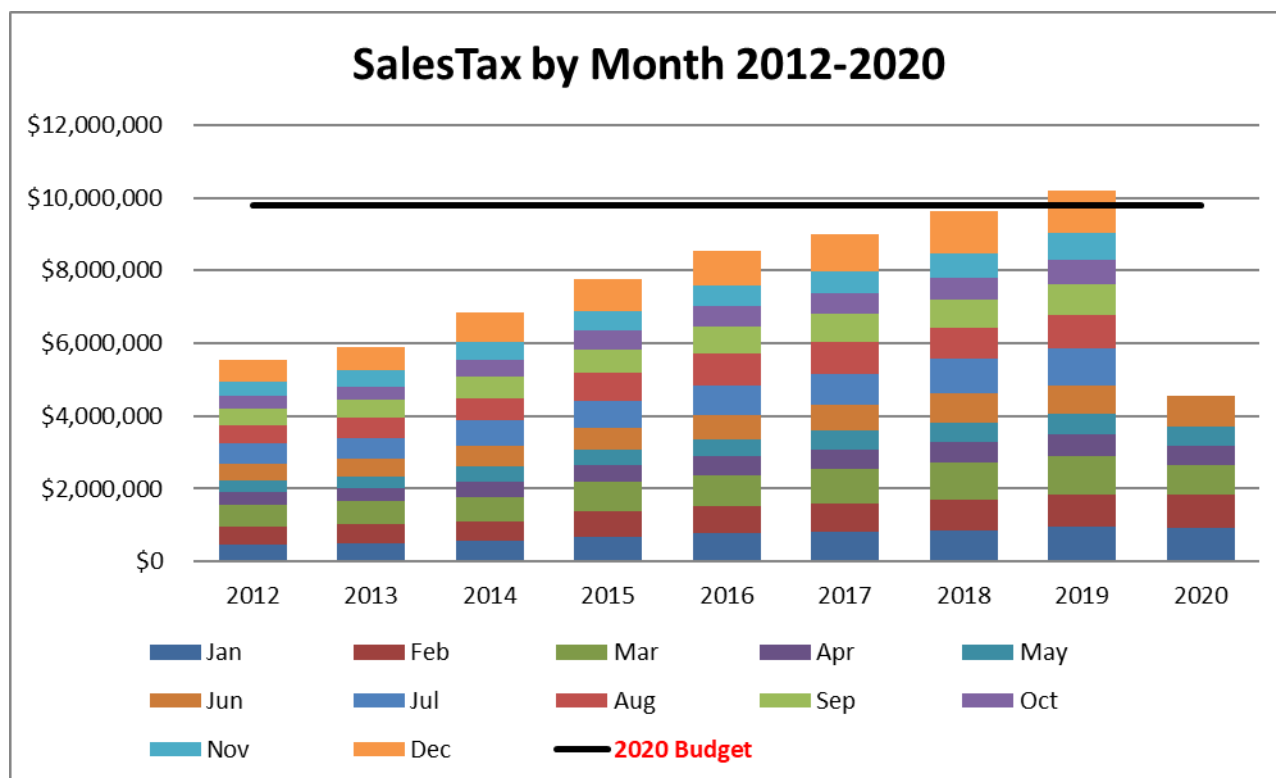


ALLOCATION OF FUNDS:

Wells Fargo Bank West NA - Operating Account Bank Balance	\$4,874,237.49
Wells Fargo Bank West NA - Payroll Account Bank Balance	(\$1,724.57)
Wells Fargo Bank West NA - Accounts Payable Bank Balance	(\$309,780.84)
DIT Cash Clearing Account	(\$60.68)
Colotrust Plus	\$15,055,455.14
CSAFE	\$1,442,303.46
CSIP	\$2,504,587.68
Solera National Bank Savings	\$1,398,361.75
Alpine Bank CD	\$272,987.96
FirstBank CD	\$273,625.58
Wells Fargo CD	\$2,533.73
Flatirons Bank CD	\$240,000.00
Western States Bank CD	\$244,167.67
SIGMA Securities	\$1,743,247.99
McCook National Bank CD	\$250,000.00
Mountain View Bank of Commerce CD	\$240,000.00
Mutual Securities	\$983,224.87
ProEquities	\$1,488,609.82
TOTAL	\$30,701,777.05

TREASURER'S REPORT
FUND SUMMARIES - JULY 2020

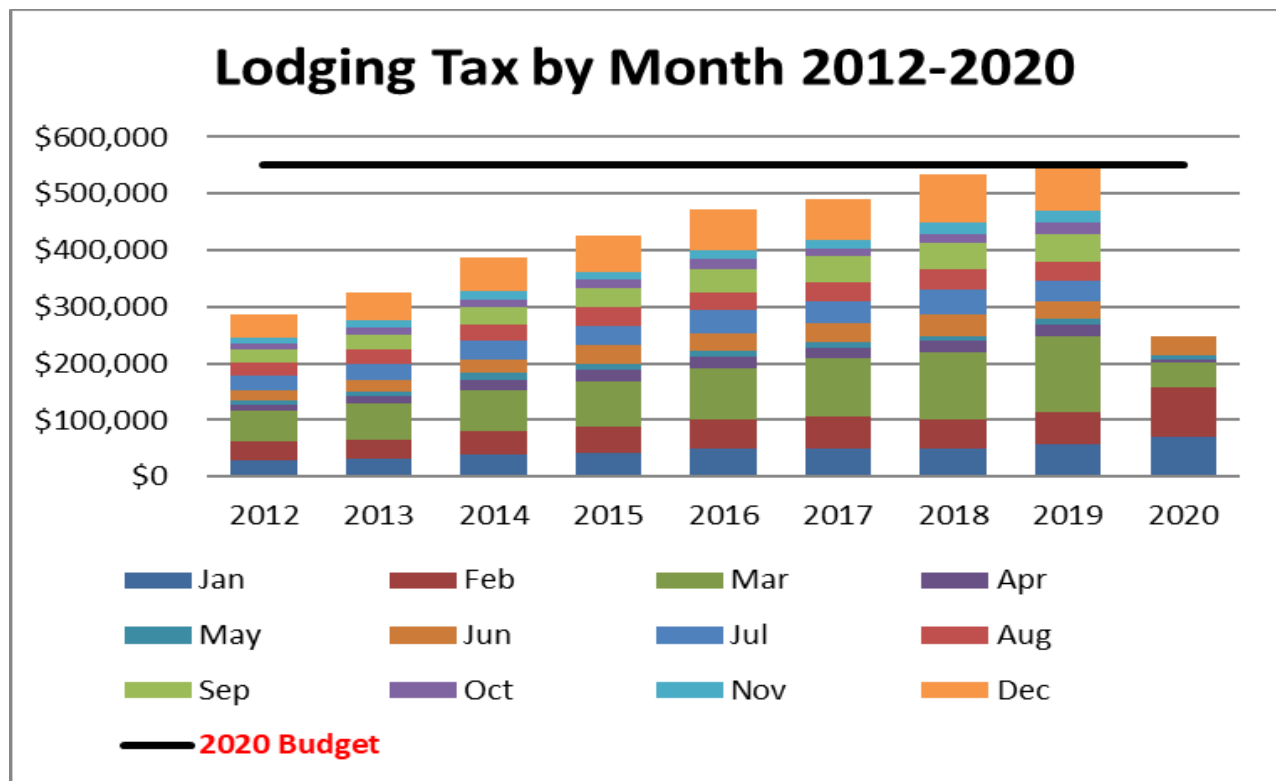
Department	2020 Budget	Year to Date	% of Budget
General Fund:			
Revenues	\$15,327,368	\$6,973,889	45.5%
Expenditures	\$14,650,383	\$6,952,368	47.5%
Capital Fund:			
Revenues	\$2,800,177	\$821,135	29.3%
Expenditures	\$8,310,768	\$936,956	11.3%
Historic Preservation Fund:			
Revenues	\$10	\$9	85.7%
Expenditures	\$0	\$0	0.0%
Conservation Trust Fund:			
Revenues	\$30,000	\$16,211	54.0%
Expenditures	\$45,000	\$0	0.0%
Water Fund:			
Revenues	\$1,679,000	\$630,309	37.5%
Expenditures	\$2,126,354	\$373,120	17.5%
Open Space Fund:			
Revenues	\$250	\$105	41.9%
Expenditures	\$0	\$0	0.0%
SCHA 5A Fund:			
Revenues	\$1,585,320	\$800,058	50.5%
Expenditures	\$2,974,858	\$384,029	12.9%
Insurance Reserve Fund:			
Revenues	\$3,500	\$1,777	50.8%
Expenditures	\$65,000	\$0	0.0%
Lodging Tax Fund:			
Revenues	\$601,700	\$255,444	42.5%
Expenditures	\$595,155	\$227,597	38.2%
Marina Fund			
Revenues	\$1,580,200	\$1,636,088	103.5%
Expenditures	\$2,966,802	\$999,346	33.7%
58% OF THE FISCAL YEAR HAS ELAPSED			



Year-to-date through June is down 6.31% or \$305,861 compared to Y-T-D 2019. The actual year to date dollar amount through June is \$4,539,243 compared to \$4,844,104 through June of 2019. For the month of June sales taxes are up 4.89% or \$38,578 compared to June of 2019.

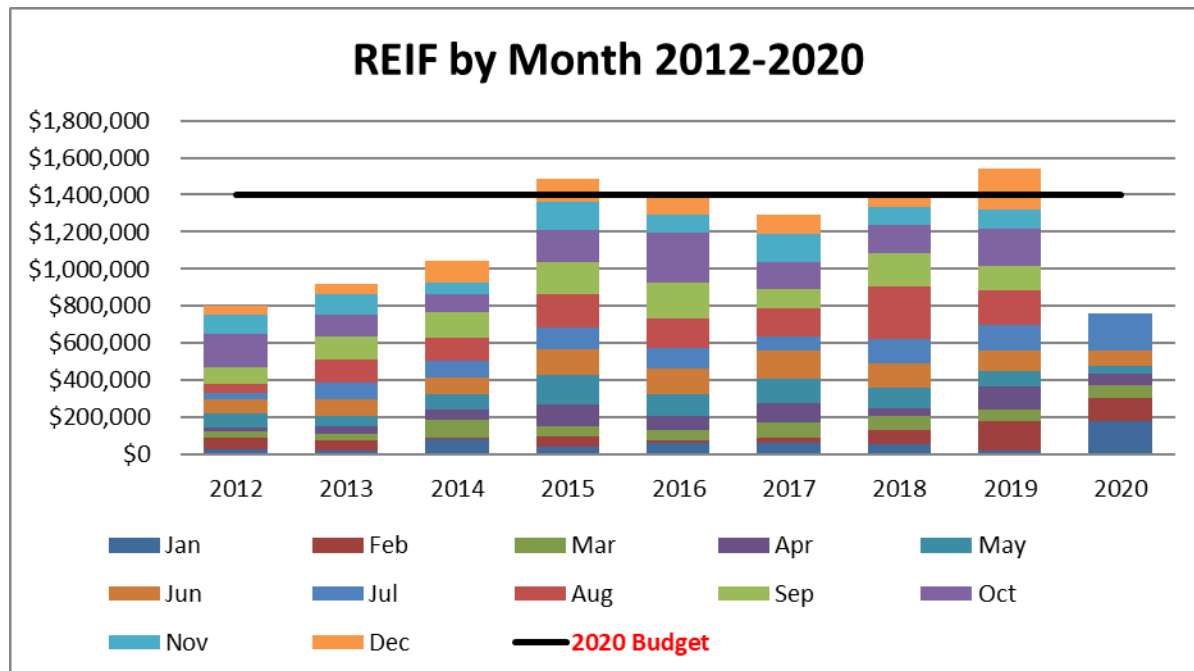
Our first sales tax increase over last year since February (pre-covid-19). A small improvement, but we'll take it. Ten out of seventeen categories showed increases compared to last year. A mixed bag we can't fully predict with our current economic and environmental conditions. Utility, retail, grocery, and marijuana were the categories showing the most increase in terms of dollars. Lodging and restaurants continue to underperform. It was a surprise to see recreation down but staff will continue to monitor our revenues to keep council up to date on where we stand.

Staff is optimistic we can finish the year with only a 10% decrease compared to last year. We will monitor these revenue streams and make any necessary budget adjustments in the months to come.



Year-to-date through June is down 19.60% or \$60,551 compared to Y-T-D 2019. The actual year to date dollar amount through June is \$248,417 compared to \$308,968 through June 2019. For the month of June lodging taxes are up 13.80% or \$4241 compared to June of 2019.

Like sales taxes, one thing to celebrate would be our yearly month comparison since February where we showed an increase over last year. Unfortunately lodging remains a struggle. However, tourism is up and we will hopefully see increases throughout the summer compared to last year. Staff is optimistic that lodging taxes will bounce back and recover any losses during the months of shut down. We will monitor these revenue streams and make any necessary budget adjustments in the months to come.



Year-to-date through June is up 8.69% or \$60,567 compared to Y-T-D 2019. The actual year-to date dollar amount is \$757,626 compared to \$697,059 Y-T-D 2019. For the month of July REIF taxes were up 46.00% or \$62,456 compared to July of 2019.

The Real Estate market has picked back up significantly in Frisco. Title companies have been overwhelmed with the amount of business they have been receiving. Thankfully that correlates to us receiving great REIF transfers. The market in Frisco continues to be very strong. Hopefully not too early but staff is currently optimistic that we may hit budget amounts by year end. We will continue to monitor this revenue steam and make adjustments accordingly.

FRISCO REIF REPORT
JULY 2020

SELLER'S LAST NAME	BUYER'S LAST NAME AND ADDRESS	REIF AMOUNT
BOEHNKE	CONNER TRUST, 337 STREAMSIDE LANE, UNIT #207	6859.00
JOHNSON	PRATSCH, 749 LAGOON DRIVE, #1C	4250.00
WAGNER/MORTENSEN TRUST	SNYDER, 5B MALLARD COURT	11500.00
MARDULA-SOBALA	610 MAIN ST LLC, 610 E MAIN ST, 14B & 14C	1860.00
DAHL	LUMSDEN TRUST, 450 W MAIN STREET, UNIT 215	5325.00
GILBERT	WIEMER, 200 GRANITE STREET, #1-219	5990.00
KALI	SWEENEY/STOLIER, 1501 POINT DR, UNIT C1501-202	0.00
KLING	KLING/WELLS, 223 CREEKSIDE DR, UNIT 304	0.00
EDEN	EDEN, 507 E MAIN STREET	0.00
JACOBS	JACOBS TRUST, 79 MADISON AVE	0.00
TOWN CENTRE LTD	FRISCO NAN LLC, 190 GALENA STREET, #11	11750.00
STEPHENS	FRISCO BASECAMP LLC, 100 BASECAMP WAY, UNIT R201	450.00
WOODLEY WEST LLC	HEFNER, 400 MAIN ST, UNIT 104	5650.00
WILMER	JENKINS, 190 GALENA STREET, UNIT 1	13550.00
MILLER	BRAVERMAN, 414D BAYVIEW DRIVE	5550.00
THOMPSON/LEPORE	HARNISCH, 14A LARSON LANE	0.00
FINDLEY/BUCKELL	BERK, 75 GALENA STREET, UNIT A-302	5800.00
O'BRIEN	LORING, 101 HAWN DRIVE, UNIT C	6200.00
HARRIS PROPERTIES LLC	WOLF/WOLFBURG, 615 PITKIN STREET	16500.00

MEOLA	MORSCARITOLO, 300 GRANITE ST, UNIT 4	7770.00
BROOKFIELD/HERNDEN	MUESING, 1511 POINT DR, UNIT 208	4350.00
JEFFREY	KARIMI, 1660 LAKEVIEW TERRACE, UNIT 204F	5820.00
224 PARTNERSHIP LLC	WESTMAN, 100 BASECAMP WAY, UNIT R224	5000.00
O'NEIL	224 PARTNERSHIP LLC, 100 BASECAMP WAY, UNIT 224	0.00
KIDDER	KIDDER TRUST, 601 GALENA STREET, UNIT 1C	0.00
CROWLEY/DIZEBBA	HIRSH, 261 BELFORD STREET	8050.00
SAFEWAY	ALBERTSONS/ACI REAL ESTATE SPE 102, LLC 1008 N SUMMIT BLVD	66000.00
		\$198,224.00

Pappas, Janice

From: Wickman, Tom
Sent: Monday, August 17, 2020 9:38 AM
To: Pappas, Janice
Subject: FW: 8/12 Stop

For counsel report

Best regards,
Tom

Tom Wickman
Chief of Police
Frisco Police Department
PO Box 4100
Frisco, CO 80443
970-668-3579
970-668-5638(fax)



"Police others as you would have others police you."

From: Plaza, Thomas <ThomasP@townoffrisco.com>
Sent: Monday, August 17, 2020 1:29 AM
To: Wickman, Tom <TomW@townoffrisco.com>
Subject: FW: 8/12 Stop

Hey Chief,

I received an email from Busch who I stopped for a traffic violation (speeding/following too closely). I forwarded the email to you for your records.

Thank you,

Officer T. Plaza
Frisco Police Department
1 Main St.
Frisco, Colorado 80443
970-668-3579
ThomasP@TownofFrisco.com



From: Sean T Busch [<mailto:seantbusch@yahoo.com>]
Sent: Thursday, August 13, 2020 8:44 AM
To: Plaza, Thomas
Subject: 8/12 Stop

Officer Plaza,

It was nice to meet you last night. I wanted to thank you for your courtesy after a long journey with my family.

Our journey started with our coolant system failing as we pulled into Aspen on Tuesday. They overnighted parts and were able to have it fixed by yesterday afternoon. Still, we were stuck in Aspen for the night. When they shut down I-70 in Glenwood Springs as well as Independence Pass on Tuesday, we didn't have many options to get back to Breck. We could either drive about 7 hours through Crested Butte or cut that in half by taking an off-road trail via Basalt to Eagle. We chose the latter. There were a lot of abandoned cars due to the terrain but we made it through the forest just before dark last night.

We very much appreciate you keeping the streets safe and allowing for a verbal warning to prevail here. I take these things to heart and will correct my actions going forward.

All the best,
Sean
2010 Land Rover LR4

Town of Frisco - Monthly Sales Tax Report

<u>Summary</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	771,894	810,501	860,008	944,166	934,134	-1.06%	(10032)
February	734,052	761,482	840,810	874,582	918,626	5.04%	44044
March	862,970	953,114	1,027,443	1,078,959	808,837	-25.04%	(270122)
April	539,616	559,937	550,119	613,059	518,734	-15.39%	(94325)
May	457,509	497,922	543,014	544,476	530,472	-2.57%	(14005)
June	663,968	733,640	787,731	788,866	827,440	4.89%	38574
July	815,316	843,076	957,224	999,093	0		
August	872,625	891,413	856,044	921,708	0		
September	744,430	768,424	788,435	860,436	0		
October	555,775	566,108	599,385	681,346	0		
November	563,778	573,841	657,839	726,473	0		
December	945,488	1,052,401	1,150,762	1,203,284	0		
Total	\$8,527,421	\$9,011,859	\$9,618,814	\$10,236,448	\$4,538,243	-6.31%	\$ (305,866)

* Totals include late penalties & interest...

<u>Arts & Crafts</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	648	318	163	254	965	279.92%	711
February	2,984	244	30	536	879	63.99%	343
March	703	784	1,776	1,935	730	-62.27%	(1205)
April	665	3,478	56	445	215	-51.61%	(230)
May	638	277	147	393	314	-20.19%	(79)
June	1,296	633	611	1,373	1,199	-12.71%	(175)
July	1,590	1,378	2,441	1,355			
August	6,859	5,595	5,767	5,054			
September	1,815	979	2,316	1,769			
October	218	410	388	333			
November	663	38	360	503			
December	1,412	1,814	2,208	1,499			
Total	\$19,491	\$15,948	\$16,263	\$15,448	\$4,302	-12.86%	\$ (635)

<u>Automotive</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	37,268	34,626	28,339	28,807	33,643	16.79%	4836
February	25,379	23,245	23,055	23,508	25,355	7.86%	1847
March	25,220	25,450	23,886	23,196	25,275	8.96%	2079
April	28,611	23,487	23,770	32,247	21,616	-32.97%	(10631)
May	26,745	24,989	25,517	25,006	26,013	4.03%	1007
June	27,009	31,874	28,383	25,726	31,137	21.03%	5410
July	30,145	32,522	31,531	36,953			
August	34,226	34,581	31,222	36,764			
September	31,170	27,669	27,763	35,314			
October	34,176	41,342	35,628	47,744			
November	33,763	32,893	31,984	34,696			
December	39,044	30,384	31,580	37,192			
Total	\$372,756	\$363,062	\$342,658	\$387,153	\$163,039	2.87%	\$ 4,548

<u>Clothing</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	7,316	8,757	12,634	10,974	8,683	-20.88%	(2291)
February	10,476	11,819	9,995	12,340	9,687	-21.50%	(2653)
March	11,576	16,478	14,832	17,297	8,999	-47.97%	(8298)
April	8,145	5,047	8,061	7,389	2,777	-62.42%	(4612)
May	6,956	11,026	10,686	8,576	5,873	-31.51%	(2703)
June	13,912	16,222	19,307	14,644	18,550	26.67%	3905
July	21,339	22,573	20,945	23,270			
August	18,253	19,487	23,539	16,874			
September	17,476	20,336	23,046	28,611			
October	9,580	11,300	11,144	9,737			
November	6,236	8,621	8,977	8,743			
December	21,644	19,570	21,637	23,660			
Total	\$152,909	\$171,236	\$184,803	\$182,116	\$54,569	-23.38%	\$ (16,651)

<u>Gifts</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	7,808	6,637	11,369	8,090	7,538	-6.82%	(552)
February	8,675	7,974	7,254	8,201	7,980	-2.69%	(221)
March	11,213	11,591	11,813	11,806	6,041	-48.83%	(5765)

April	6,519	6,878	6,567	6,739	2,579	-61.72%	(4160)
May	5,376	5,058	6,240	5,637	4,027	-28.57%	(1610)
June	9,752	11,294	11,862	10,620	9,817	-7.57%	(804)
July	15,760	13,126	15,028	11,230			
August	12,240	12,876	13,289	11,945			
September	13,345	11,731	12,889	10,535			
October	8,141	7,872	7,212	6,382			
November	8,045	7,408	6,632	8,120			
December	18,320	15,876	16,676	16,046			
Total	\$125,194	\$118,321	\$126,831	\$115,351	\$37,982	-25.66%	\$ (13,111)

<u>Grocery</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	153,153	170,886	177,768	189,175	124,607	-34.13%	(64568)
February	148,305	165,669	173,670	188,245	196,616	4.45%	8371
March	154,072	181,072	197,143	201,316	256,827	27.57%	55511
April	119,076	142,933	130,291	136,680	126,813	-7.22%	(9867)
May	84,800	101,259	109,421	110,733	138,013	24.64%	27280
June	106,376	119,132	147,908	143,192	173,379	21.08%	30187
July	169,321	157,304	221,271	230,884			
August	228,754	272,161	173,636	186,261			
September	186,582	154,227	161,446	145,958			
October	102,128	106,158	110,704	123,741			
November	116,365	97,386	141,301	128,141			
December	159,419	259,177	208,191	222,570			
Total	\$1,728,351	\$1,927,364	\$1,952,750	\$2,006,896	\$1,016,255	4.84%	\$ 46,914

<u>Health & Beauty</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	5,808	3,561	7,074	6,398	6,005	-6.14%	(393)
February	3,653	7,724	3,295	3,023	2,673	-11.58%	(350)
March	7,078	6,870	5,994	9,221	6,794	-26.32%	(2427)
April	3,769	3,851	4,237	2,649	6,611	149.57%	3962
May	3,572	3,680	3,077	2,849	1,438	-49.53%	(1411)
June	5,849	6,018	6,437	7,759	5,893	-24.05%	(1866)
July	3,547	3,744	3,916	3,097			
August	4,099	3,721	3,187	4,900			
September	6,144	5,453	8,540	7,137			
October	3,666	2,710	3,513	3,044			
November	3,552	2,826	2,621	18,600			
December	6,966	6,916	13,527	9,980			
Total	\$57,703	\$57,074	\$65,418	\$78,657	\$29,414	-7.79%	\$ (2,485)

<u>Home Furnishings</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	20,878	22,719	29,351	34,680	28,398	-18.11%	(6282)
February	20,521	19,223	26,323	21,639	16,081	-25.69%	(5558)
March	24,373	25,798	28,089	17,201	10,213	-40.63%	(6988)
April	19,930	12,315	12,818	20,581	9,876	-52.01%	(10705)
May	20,545	20,607	18,783	17,500	13,894	-20.61%	(3606)
June	24,167	25,230	21,420	20,096	17,113	-14.84%	(2983)
July	25,821	39,353	31,991	22,793			
August	29,061	30,813	29,667	23,701			
September	29,937	46,867	30,132	33,904			
October	33,785	29,650	29,787	20,190			
November	27,183	29,019	27,263	18,094			
December	45,303	37,822	32,545	28,207			
Total	\$321,504	\$339,416	\$318,169	\$278,586	\$95,575	-27.43%	\$ (36,121)

<u>Home Improvemen</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	18,844	22,471	19,894	40,997	40,467	-1.29%	(530)
February	20,598	1,091	44,950	27,399	36,989	35.00%	9590
March	25,375	41,251	37,378	45,890	41,262	-10.08%	(4628)
April	23,179	34,112	36,382	51,542	83,868	62.72%	32326
May	32,369	41,625	58,853	48,507	57,018	17.55%	8512
June	55,720	63,439	74,330	81,412	85,823	5.42%	4411
July	40,048	45,246	63,318	62,789			
August	46,690	56,190	65,861	68,658			
September	45,570	67,264	69,828	78,183			
October	43,848	48,019	59,644	61,071			

November	37,462	38,337	41,359	54,511			
December	38,477	43,967	68,225	68,000			
Total	\$428,180	\$503,012	\$640,022	\$688,960	\$345,428	16.80%	\$ 49,680

<u>Hotels & Inns</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	60,600	64,623	60,926	71,654	61,757	-13.81%	(9897)
February	70,275	75,564	65,361	68,088	52,671	-22.64%	(15417)
March	66,762	67,259	78,498	79,531	19,161	-75.91%	(60370)
April	36,272	27,374	20,071	23,463	15,775	-32.77%	(7688)
May	15,644	15,695	14,470	24,586	13,034	-46.99%	(11552)
June	33,721	34,961	37,018	24,472	24,929	1.87%	457
July	55,083	54,072	56,072	45,554			
August	45,372	46,517	52,877	39,550			
September	38,028	38,566	34,959	31,724			
October	22,071	21,741	21,835	19,262			
November	20,427	17,926	23,560	23,824			
December	59,899	54,167	77,427	52,638			
Total	\$524,154	\$518,465	\$543,074	\$504,348	\$187,326	-35.80%	\$ (104,468)

<u>Liquor</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	34,109	34,908	37,193	36,342	36,632	0.80%	290
February	37,225	38,396	39,724	36,712	32,818	-10.61%	(3894)
March	36,457	38,847	42,443	43,026	33,761	-21.53%	(9265)
April	19,790	19,673	19,296	21,210	28,278	33.32%	7068
May	16,886	17,900	19,858	18,356	26,682	45.36%	8326
June	25,571	26,991	29,682	26,450	32,649	23.44%	6199
July	35,464	34,824	38,594	36,692			
August	29,872	23,802	33,933	33,395			
September	24,853	26,368	25,824	24,418			
October	18,987	18,851	20,009	19,996			
November	23,545	24,361	27,464	25,757			
December	43,585	46,989	50,544	48,798			
Total	\$346,344	\$351,910	\$384,564	\$371,151	\$190,820	4.79%	\$ 8,724

<u>Marijuana</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	24,010	31,168	27,131	29,311	32,173	9.76%	2862
February	22,824	25,041	26,085	26,709	19,951	-25.30%	(6758)
March	25,726	28,648	29,899	29,390	25,773	-12.31%	(3617)
April	15,819	16,147	16,065	17,315	14,023	-19.01%	(3292)
May	10,559	11,489	12,648	13,022	8,938	-31.36%	(4084)
June	13,787	15,041	16,920	17,543	31,562	79.92%	14020
July	19,387	18,086	17,930	17,040			
August	19,542	19,409	24,648	30,484			
September	15,544	16,677	16,074	18,397			
October	14,585	15,612	13,013	15,801			
November	8,481	14,784	13,171	17,223			
December	22,820	24,375	24,141	26,516			
Total	\$213,084	\$236,477	\$237,725	\$258,749	\$132,421	-0.65%	\$ (869)

<u>Office</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	2,419	2,984	3,640	4,385	6,033	37.58%	1648
February	2,471	3,231	2,799	3,480	5,166	48.45%	1686
March	3,316	3,862	3,882	4,815	6,882	42.93%	2067
April	2,244	2,453	3,248	2,861	4,575	59.92%	1714
May	2,400	3,104	3,188	3,407	4,491	31.83%	1084
June	2,822	4,482	4,436	3,176	7,165	125.62%	3989
July	2,824	3,302	3,446	2,755			
August	2,977	3,265	3,818	3,891			
September	4,314	4,539	4,089	6,172			
October	3,186	3,434	3,471	4,569			
November	3,102	3,364	3,296	4,570			
December	5,818	6,278	8,999	10,651			
Total	\$37,893	\$44,298	\$48,312	\$54,731	\$34,313	55.09%	\$ 12,189

<u>Recreation</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	39,025	48,459	42,007	43,436	46,910	8.00%	3474

February	38,817	44,530	48,795	46,664	44,854	-3.88%	(1810)
March	50,045	53,565	59,541	63,482	22,758	-64.15%	(40724)
April	16,752	20,888	16,770	18,809	3,637	-80.66%	(15172)
May	19,650	14,608	12,596	8,282	6,672	-19.44%	(1610)
June	34,470	35,604	33,700	30,806	15,650	-49.20%	(15156)
July	28,445	42,432	29,948	25,206			
August	33,707	4,322	24,299	25,988			
September	23,680	22,731	25,031	25,167			
October	12,161	10,447	10,601	15,413			
November	18,903	17,648	23,479	23,071			
December	60,891	54,047	67,869	60,822			
Total	\$376,546	\$369,281	\$394,636	\$387,147	\$140,481	-33.57%	\$ (70,998)

<u>Restaurants</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		<u>Change in \$</u>
January	138,059	140,750	156,201	166,537	170,077	2.13%	3540
February	133,274	137,809	149,301	159,138	141,461	-11.11%	(17677)
March	151,570	165,067	172,194	180,804	75,757	-58.10%	(105047)
April	88,629	80,381	92,165	97,559	40,447	-58.54%	(57112)
May	70,262	79,434	87,404	91,509	50,709	-44.59%	(40800)
June	119,444	136,345	135,401	134,594	105,428	-21.67%	(29166)
July	169,660	158,493	190,926	194,412			
August	167,364	159,088	159,691	165,128			
September	125,781	128,645	135,573	149,194			
October	84,887	89,351	93,044	98,618			
November	79,326	82,926	96,329	104,688			
December	138,261	141,064	170,659	158,911			
Total	\$1,466,517	\$1,499,353	\$1,638,888	\$1,701,091	\$583,878	-29.67%	\$ (246,262)

<u>Retail -Gnrl</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	142,397	142,695	156,082	167,966	182,574	8.70%	14608
February	126,400	125,800	135,324	155,094	207,054	33.50%	51960
March	148,339	146,621	169,424	177,960	174,337	-2.04%	(3623)
April	103,805	115,380	107,993	123,388	110,330	-10.58%	(13058)
May	111,790	110,343	124,256	131,279	147,301	12.20%	16022
June	147,974	150,766	163,758	193,885	209,424	8.01%	15539
July	163,840	161,460	180,059	235,412			
August	149,761	149,692	166,988	223,475			
September	125,594	138,046	142,780	192,595			
October	127,889	119,127	134,034	179,063			
November	131,388	142,805	156,533	191,461			
December	184,112	198,047	224,095	283,050			
Total	\$1,663,289	\$1,700,782	\$1,861,326	\$2,254,628	\$1,031,019	8.58%	\$ 81,447

<u>Utility</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	48,906	49,663	44,089	46,140	40,632	-11.94%	(5508)
February	39,071	41,972	44,868	42,206	35,053	-16.95%	(7153)
March	40,585	42,460	39,552	41,395	46,458	12.23%	5063
April	34,472	34,060	34,859	34,161	27,264	-20.19%	(6897)
May	28,371	29,576	29,875	27,340	24,481	-10.46%	(2859)
June	26,823	31,178	27,374	22,962	38,266	66.65%	15304
July	16,705	34,970	26,360	23,331			
August	30,946	34,989	24,172	22,460			
September	27,369	18,689	26,115	23,637			
October	29,297	28,058	30,857	21,227			
November	37,326	31,353	27,416	29,890			
December	41,028	38,566	45,407	52,153			
Total	\$400,899	\$415,534	\$400,944	\$386,902	\$212,154	-0.96%	\$ (2,050)

<u>Vacation Rntl</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	30,646	25,276	46,147	59,020	107,040	81.36%	48020
February	23,104	32,150	39,981	51,600	83,338	61.51%	31738
March	80,560	97,491	111,099	130,694	47,809	-63.42%	(82885)
April	11,939	11,480	17,470	16,021	20,050	25.15%	4029
May	946	7,252	5,995	7,494	1,573	-79.01%	(5921)
June	15,275	24,430	29,184	30,157	19,458	-35.48%	(10699)
July	16,337	20,191	23,448	26,321			
August	12,902	14,905	19,450	23,180			

September	27,228	39,637	42,030	47,720		
October	7,170	12,026	14,501	35,157		
November	8,011	22,146	26,094	34,582		
December	58,489	73,342	87,032	102,590		
Total	\$292,607	\$380,326	\$462,431	\$564,535	\$279,268	-5.33% \$ (15,718)

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
AUGUST 25, 2020**

Mayor Mortensen called the meeting to order at 4:00 p.m. Town Clerk Deborah Wohlmuth called the roll.

PRESENT: Andrew Aerenson
Dan Fallon
Andy Held
Rick Ihnken
Hunter Mortensen
Melissa Sherburne

ABSENT: Jessica Burley

PUBLIC COMMENTS:

Deanna Walkaes, a Frisco Bay Marina slip holder requested that Council address cleaning of the Frisco Bay Marina restrooms. Staff provided an update regarding the actions the Town has taken to improve restroom conditions.

MAYOR AND COUNCIL COMMENTS:

Mayor Mortensen reminded the public to respect statewide fire bans. He also asked Frisco citizens to complete the census.

CONSENT AGENDA:

Minutes July 28, 2020
Purchasing Cards
Warrant List
Workforce Housing Planning Agreement Between the Colorado Department of Transportation (CDOT) and the Town of Frisco

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

AERENSON	YEA	FALLON	YEA
BURLEY	ABSENT	SHERBURNE	YEA
HELD	YEA	MORTENSEN	YEA
IHNKEN	YEA	MOTION CARRIED	

NEW BUSINESS:

Agenda Item #1: Main Street Pedestrian Promenade Discussion – Winter 2020 Business Outlook Staff: Nancy Kerry 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 indicated that the Town Council approved the Promenade at their May 26, 2020 Council with a June 12, 2020 opening date. At their July 14, 2020 meeting, Town Council discussed several options for continuing, modifying, or terminating the Promenade; weighing several factors such as pedestrian and guest safety, public health social distancing requirements, business, and business, resident and guest feedback. Ultimately, Council agreed that the Promenade should remain intact with no changes until at least Labor Day, and possibly extending further into September. Marketing Director Vanessa Agee provided an update regarding the Shop Local program. Council provided direction that the Promenade should remain open until staff makes a determination that it is time to close, and to reevaluate at the end of September. Council provided direction to pause the Shop Local campaign until the winter. Also, it is noted that Order 2020-1 which authorized the Town Manager to allow businesses temporary relief from certain Town regulations and Codes to support business recovery, expires at midnight on October 31, 2020. Mayor Mortensen opened public comment at 4:34 p.m. There being no public comment, Mayor Mortensen closed public comment at 4:35 p.m.

MOTION: COUNCIL MEMBER AERENSON MOVED TO EXTEND ORDER 2020-1 TO MARCH 31 2021. SECOND, COUNCIL MEMBER FALLON.

AERENSON	YEA	FALLON	YEA
BURLEY	ABSENT	SHERBURNE	YEA
HELD	YEA	MORTENSEN	YEA
IHNKEN	YEA	MOTION CARRIED	

OLD BUSINESS:

Agenda Item #2: Second Reading Ordinance 20-19, an Ordinance Amending the 2020 Annual Budget by Revising Certain Appropriations, Appropriating Additional Sums of Money and Authorizing a Transfer from the Capital Fund to the General Fund to Offset Anticipated Losses of Revenues Brought About by the 2020 Health Pandemic Staff: Nancy Kerry 1) Mayor opens public hearing 2) Staff report 3) Public comments 4) Mayor closes public hearing 5) Council discussion 6) Motion made 7) Motion seconded 8) Discussion on motion 9) Question called

Town Manager Nancy Kerry stated that adoption of the ordinance authorizes revising certain appropriations, appropriates additional sums of money, and authorizes a transfer from the Capital Fund to the General Fund in order to offset anticipated losses of revenues brought about by the 2020 health pandemic. Mayor Mortensen opened public comment at 5:02 p.m. There being no further comment, Mayor Mortensen closed the public comment at 5:03 p.m.

MOTION: COUNCIL MEMBER FALLON MOVED TO APPROVE THE SECOND READING OF ORDINANCE 20-19, AN ORDINANCE AMENDING THE 2020 ANNUAL BUDGET BY REVISING CERTAIN APPROPRIATIONS, APPROPRIATING ADDITIONAL SUMS OF MONEY AND AUTHORIZING A TRANSFER FROM THE CAPITAL FUND TO THE GENERAL FUND TO OFFSET ANTICIPATED LOSSES OF REVENUES BROUGHT ABOUT BY THE 2020 HEALTH PANDEMIC. SECOND, COUNCIL MEMBER SHERBURNE.

AERENSON	YEA	FALLON	YEA
BURLEY	ABSENT	SHERBURNE	YEA
HELD	YEA	MORTENSEN	YEA
IHNKEN	YEA	MOTION CARRIED	

Agenda Item #3: General Discussion / Action on COVID-19 Response Staff: Nancy Kerry 1) Mayor opens public hearing 2) Staff report 3) Public comments 4) Mayor closes public hearing 5) Council discussion 6) Motion made 7) Motion seconded 8) Discussion on motion 9) Question called

Town Manager Nancy Kerry provided an update regarding Federal COVID related actions. Council directed staff to remove a standing COVID discussion, but supported topic specific COVID agenda items as directed by Council. Mayor Mortensen opened public comment at 5:18 p.m. There being no further comment, Mayor Mortensen closed the public comment at 5:19 p.m.

EXECUTIVE SESSION:

Agenda Item #4: Executive Session pursuant to C.R.S. 24-6-402(4)(b), conferences with an attorney for the Town for the purposes of receiving legal advice on specific legal questions; and (e), determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators each concerning a proposed assignment agreement concerning the Foote's Rest Development

MOTION: COUNCIL MEMBER IHNKEN MOVED TO ENTER INTO AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4)(B), CONFERENCES WITH AN ATTORNEY FOR THE TOWN FOR THE PURPOSES OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS; AND (E), DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS; DEVELOPING STRATEGY FOR NEGOTIATIONS; AND INSTRUCTING NEGOTIATORS EACH CONCERNING A PROPOSED ASSIGNMENT AGREEMENT CONCERNING THE FOOTE'S REST DEVELOPMENT SECOND, COUNCIL MEMBER HELD.

AERENSON	YEA	FALLON	YEA
BURLEY	ABSENT	SHERBURNE	YEA
HELD	YEA	MORTENSEN	YEA
IHNKEN	YEA	MOTION CARRIED	

MOTION: COUNCIL MEMBER IHNKEN MOVED TO ENTER INTO AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4)(B), CONFERENCES WITH AN ATTORNEY FOR THE TOWN FOR THE PURPOSES OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS; AND (E), DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS; DEVELOPING STRATEGY FOR NEGOTIATIONS; AND INSTRUCTING NEGOTIATORS EACH CONCERNING A PROPOSED ASSIGNMENT AGREEMENT CONCERNING THE FOOTE'S REST DEVELOPMENT SECOND, COUNCIL MEMBER HELD.

AERENSON	YEA	FALLON	YEA
BURLEY	ABSENT	SHERBURNE	YEA
HELD	YEA	MORTENSEN	YEA
IHNKEN	YEA	MOTION CARRIED	

ADJOURN:

There being no further business, the meeting adjourned at 6:05 p.m.

Respectfully Submitted,

Deborah Wohlmuth, CMC
Town Clerk

PRIMEGOV SERVICE AGREEMENT ("Agreement")

THIS AGREEMENT is made on the day of
BETWEEN

20

1. **PRIME GOVERNMENT SOLUTIONS Inc.**, having its principal office at 4250 Drinkwater Blvd. Suite 300 Scottsdale, AZ 85251 (the **"Supplier"**); and
2. **Town of Frisco**, whose registered office is at 1 Main Street, Frisco, CO 80443 (the **"Customer"**)
(and at times referred to in this Agreement as a "party" or "parties")

BACKGROUND

- A. The Supplier has developed and owns the Service (as defined in clause 1) and has granted to the Customer a non-exclusive license to use such Service solely for Customer's internal operations and in accordance with the terms and conditions of this Agreement. The terms of this Agreement shall also apply to any updates and upgrades subsequently provided by Supplier to Customer for the Service. Supplier may update the functionality of or make modifications to the Service and user interface of the Service from time to time in its sole discretion and shall not be liable to Customer or to any third party for any modification of the Service. Supplier will use commercially reasonable efforts to notify Customer of any material modifications.
- B. The Customer wishes the Supplier to provide certain support services in respect of the Service in accordance with the provisions set out in Schedule 1 of this Agreement ("Support Services").

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement the following expressions will have the following meanings unless inconsistent with the context:

"Affiliate"	means any company or non-corporate entity that controls, is controlled by, or is under common control with a party. An entity shall be regarded as in control of another company or entity if it owns or directly or indirectly controls more than 50 per cent. of the voting rights of the other company or entity
"Application Password"	means any encryption keys, certificates, passwords, access codes, user IDs or other login information provided to or used by Customer for the purpose of accessing and using the Service.
"Business Day"	a day that is not a Saturday, Sunday, or public holiday.
"Client Environment"	means the Customer hardware and software system containing the minimum specification, which the Customer, as advised by Supplier, is required to have to enable the Customer to connect with the Service.
"Customer Data"	means data, information or material provided or submitted by Customer or any User to the Supplier in the course of utilizing the Service.
"Effective Date"	means the date of this Agreement signed by the Supplier and the Customer.
"Intellectual Property Rights"	means all intellectual and industrial property rights of any kind whatsoever, registered or unregistered, including patents, know-how, software, code, intellectual property specifications, design plans, prototypes, drawings, software, software documentation, material, documents, ideas, operations, processes, product information, know-how, and the like including mode and procedures of development of source code, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights, and any other rights in any invention, discovery or process, in each case in all countries in the world and together with all renewals and extensions.
"Pricing Schedule"	means Schedule 2 to this Agreement which sets out the prices and payment terms for the Service.
"Professional Services"	means the general consulting, implementation and/or training services to be provided to Customer.
"Purchase Order"	means a purchase order issued by the Customer to the Supplier for the Service.
"Service"	means Supplier's online software applications purchased by Customer and maintained through Support Services by Supplier including associated offline components and ancillary online or offline services to which Customer is granted access under this Agreement.

"Service Level Commitments"	the service level commitments in respect of the Service to the Customer as more particularly set out in Schedule 1.
"Term"	means the term of this Agreement as specified in clause 3.
"User"	means one (or if more than one "Users") of Customer's employees, representatives, consultants, contractors or agents and other persons expressly permitted by Customer in connection with Customer's business affairs who are authorized to use the Service and have been supplied User identifications and passwords by Customer.

2 INTERPRETATION

- 2.1 Person:** The expression "person" means any individual, firm, body corporate, unincorporated association, or partnership, government, state or agency of a state or joint venture.
- 2.2 Headings:** The index and headings to the clauses, the Appendices and Schedules of this Agreement are for convenience only and will not affect its construction or interpretation.
- 2.3 Statutes:** Any reference to a statute or statutory provision and all regulations and notices made pursuant to it (whether made before or after the date of this Agreement), includes a reference to the same as from time to time amended, modified, extended, re-enacted, consolidated, or replaced provided that amendments, consolidations, modifications, extensions, re-enactments or replacements made after the date of this Agreement will not have substantively changed any provision which is relevant to this Agreement.
- 2.4 Provisions of the Agreement**
 - 2.4.1** Any reference in this Agreement to a clause, Schedule or Appendix is a reference to a clause, Schedule or Appendix of this Agreement and references in any Schedule or Appendix to paragraphs relate to the paragraphs in that Schedule or Appendix.
 - 2.4.2** The Schedules and Appendices form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement will include the Schedules and Appendices.
- 2.5 Writing:** Any references to "writing" or "written" includes references to any communication effected by post, facsimile, email or any comparable means.

3 TERM

- 3.1** This Agreement shall unless terminated in accordance with clause 19, commences on the Effective Date and shall continue for an initial period of three (3) years therefrom (the "Initial Term").
- 3.2** The term of this Agreement shall automatically extend for a period of 1 year (the "Extended Term") at the end of the Initial Term and at the end of each Extended Term, unless either party gives written notice to the other party not later than three months before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may.

4 CUSTOMER USE OF THE SERVICE

- 4.1** Supplier grants Customer a license to access and use the Service during the Term via the internet under and subject to the terms of this Agreement. Supplier reserves the right to make changes and updates to the functionality and/or documentation of the Service from time to time.

5 FEES AND PAYMENT

- 5.1** Customer agrees to pay fees as set forth in the Pricing Schedule. ("the Service Fees").
- 5.2** The Service Fees are to be paid quarterly in advance commencing on the Effective Date of this agreement and are non-refundable.
- 5.3** The Service Fees shall be billable and payable quarterly in advance for a three (3) month period at a time ("a Service Quarter. One month prior to the expiry of a Service Quarter ("Service Quarter Expiry Date") the Service Fees for the Service Quarter will be invoiced by the Supplier to the Customer in respect of the Service to be provided in the following Service Quarter. The Customer shall pay the Service Fees on or before the relevant Service Quarter Expiry Date.
- 5.4** Where any additional Service(s) is acquired by the Customer during the period between one Service Quarter and the next Service Quarter ("the Installation Quarter") the Service Fees payable shall be calculated pro-rata, from the date of the Purchase Order for the Service(s) in the Installation Quarter up to the next Service Quarter applicable to Customer's other Licenses..
- 5.5** Where the Supplier performs Professional Services under this Agreement (such as configuration of the Support Service if requested by Customer or migration of Customer Data to the Service), such services shall be invoiced by the Supplier on a time and material basis in accordance with the Supplier's rates in effect at the time of provision of such services ("Professional Services Fees") unless otherwise agreed in writing between the Parties and will be payable without withholding, deduction or off set of any amounts for any purpose.
- 5.6** The Service Fees and Professional Service Fees do not include local or foreign taxes, duties, fees and levies imposed from time to time by any government or other authority ("Taxes") and such Taxes, where applicable, will be payable by the Customer on the Service Fees and Professional Services Fees, at the rate applicable at the time of supply of the Service and/or Professional Services.
- 5.7** The Customer shall pay each invoice within 30 days of receipt of this invoice.
- 5.8** Customer agrees to provide Supplier billing and contact information as Supplier may reasonably require. Customer agrees to update this information promptly by means of email to the Supplier and in any case within 15 days, if there is any change.

6 NON-PAYMENT

- 6.1** Customer's account will be considered delinquent (in arrears) if the Supplier has not received payment in full within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier;
 - 6.1.1** Interest shall accrue on any payments (or any part thereof) outstanding at a rate of one and a half per cent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower, plus all expenses of collection, including reasonable legal fees and court costs;

- 6.1.2** Subject to clause 6.4 below, the Supplier may, upon giving ten (10) days written notice but without liability to the Customer, disable/suspend the Customer's password, account and access to all or part of the Service and the Supplier shall be under no obligation to provide any or all of the Service while the invoice(s) or any part thereof, remains unpaid;
- 6.2** Supplier may in its discretion, decide not to exercise its rights under clause 6.1.1 (interest) and 6.1.2 (suspension), if Customer is disputing the applicable Service Fees and/or Professional Services Fees reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 6.3** Supplier reserves the right to impose a reconnection fee if the Service is suspended (as a result of Customer's breach) but subsequently reinstated.
- 6.4** Without recourse to clause 6.1.2, Supplier reserves the right to terminate this Agreement if Customer's account falls into arrears 30 days after the due date.

7 RESTRICTIONS ON USE OF THE SERVICE

- 7.1** The Customer may not: -
 - 7.1.1** make the Service or use the Service for the benefit of anyone else other than the Customer and the Customer's Users. Customer shall access and use the Service only to the extent of authorizations acquired by the Customer in accordance with this Agreement (for example the quantity specified in the relevant Purchase Order) and Customer agrees that the Customer is solely responsible for use of the Service by any Users who access and/or use the Service. Customer agrees to immediately notify the Supplier if Customer becomes aware of any loss or theft or unauthorized use of Customer's account credentials.
 - 7.1.2** sublicense, resell or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without Supplier's prior written consent.
 - 7.1.3** submit to the Service any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third-party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively "Objectionable Matter"). Customer will be responsible to ensure that its Users do not submit any Objectionable Matter. In addition, the Supplier may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the Supplier web site and Customer and Customer's Users will be bound by any such rules. Supplier reserves the right to remove any Customer Data that constitutes Objectionable Matter or violates any Supplier rules regarding appropriate use but is not obligated to do so. Customer and Customer's Users will comply with all applicable laws regarding Customer Data and use of the Service.
 - 7.1.4** interfere with or disrupt the integrity or attempt to gain unauthorized access to the Service or the Supplier's intellectual property therein;
 - 7.1.5** copy the Service or any part, feature, function or user interface thereof;
 - 7.1.6** frame or mirror any part of any Service on any other server or wireless or internet-based device outside of the agreed usage in this contract;
 - 7.1.7** access any part of the Service in order to build a competitive product or service or to build a product using similar ideas, features, functions or graphics of the Service;
- 7.2** Supplier reserves the right to disable, suspend or terminate this Agreement for cause in case the Customer breaches the provisions of this clause 7.

8 CUSTOMER DATA

- 8.1** The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 8.2** Supplier will use best efforts to provide protection using current technological standards to protect Customer Data against unauthorized disclosure or use.
- 8.3** In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).
- 8.4** Subject to the terms and conditions of this Agreement, Customer grants to Supplier a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary to provide and maintain the Service.

9 CUSTOMER'S OBLIGATIONS

- 9.1** The Customer shall:
 - 9.1.1** provide the Supplier with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier in order to render the Service, including but not limited to Customer Data, security access information and configuration services;
 - 9.1.2** comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - 9.1.3** carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 9.1.4** ensure that the Users use the Service in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;
 - 9.1.5** obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Service;
 - 9.1.6** ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
 - 9.1.7** shall be solely responsible for protecting and safeguarding all Application Passwords, as Customer will be the only party with knowledge of its passwords. If Customer makes such Application Passwords available to any third party, Customer shall be liable for all actions taken by such third party in connection with the Service. Customer shall not disclose or

make available the Application Password other than to Customer's authorized employees or contractors, shall use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Application Password and the Service and will notify the Supplier promptly of any such unauthorized access or use and make any disclosures related to such unauthorized access or use which may be required under any applicable laws; and

- 9.1.8** be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

10 PROFESSIONAL SERVICES

- 10.1** Customer may retain Supplier to perform Professional Services as the parties may agree upon in writing ("Work Order"). Supplier will use reasonable efforts to carry out the Professional Services stated in the Work Order and to provide any resulting functionality in the Service made available online to Customer and Customer's Users. Except as the parties otherwise agree in a Work Order, Professional Services and the results thereof are made available "AS IS."
- 10.2** Unless otherwise agreed in writing under this Agreement or in the Work Order, Professional Services are provided by Supplier on a time and materials basis. Maintenance and support of code or functionality created by means of Professional Services will likewise be on a Work Order basis under this clause 10 unless otherwise agreed in writing. The code and functionality made or provided under this clause 10 and all proprietary and intellectual property interests therein, will be Supplier's property. Access to the results of Professional Services will be available, subject to any further terms as may be agreed between the parties, as part of the Service during the Term unless otherwise agreed in writing.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1** Customer will not acquire any title copyright or other proprietary rights or Intellectual Property Rights in the Service or to the source code of the Service including in any materials or supporting documentation provided under the Service as provided in this Agreement.
- 11.2** The Supplier shall at all times be the sole owner of all title and Intellectual Property Rights emanating from any intellectual property, additional coding, data or patents, any discovery, invention, secret process, development, research or improvement in procedure that may be generated in connection with this Agreement including, but not limited to, any derivative works and Customer-specific enhancements and modifications. All intellectual property and other proprietary rights made, conceived or developed by the Supplier alone or in connection with the Customer in the course of the supply of the Service shall at all times be and remain the sole and exclusive property of the Supplier along with any improvement of any process, know-how, technology and any other materials in respect of the Service to be provided under this Agreement.
- 11.3** The Customer agrees not to remove, modify or use in any way any of Supplier's proprietary marking, including any trade mark, product or service names or copyright notice, without the prior written consent of the Supplier.

12 PRIVACY

Supplier agrees to implement its privacy policies in effect from time to time.

13 SERVICE LEVEL WARRANTY

Supplier warrants during the Term of this Agreement that the Service will meet the Service Level Commitment stated in Schedule 1.

14 ADDITIONAL WARRANTIES

Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

15 INDEMNIFICATION

- 15.1** Supplier will defend, indemnify, and hold Customer (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable legal fees) (collectively, "Losses") arising from any third-party claim, suit, action, or proceeding arising from the actual or alleged infringement of any copyright, patent, trademark, or misappropriation of a trade secret by the Service or Supplier Content (other than that due to Customer Data). In case of such a claim, Supplier may, in its discretion, procure a license that will protect Customer against such claim without cost to Customer or replace the Service with a non-infringing Service. THIS CLAUSE 15.1 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT. This indemnity by Supplier shall not apply to the extent that the claim of infringement of Intellectual Property Rights arose as a result of i) any negligent act or omission or willful misconduct of the Customer pursuant to this Agreement; (ii) any misuse or modification of the Service by the Customer, including, but not limited to the Customer's use of the Service in a manner inconsistent with information, directions, specifications, or instructions provided and approved by Supplier; (iii) the Customer's use of the Service in combination or conjunction with any product, service, device, or method not owned, developed, furnished, recommended, or approved by Supplier; (iv) the combination, operation or use of the Service with non-Supplier programs, data, methods or technology if such infringement would have been avoided without the combination, operation or use of the Service with other programs, data, methods or technology, or (v) Customer's breach of any of the provisions of section 7 of this Agreement.
- 15.2** Customer will defend, indemnify, and hold Supplier (and its officers, directors, employees and agents) harmless from and against all Losses arising out of or in connection with a claim, suit, action, or proceeding by a third party (i) alleging that the Customer Data or other data or information supplied by Customer infringes the intellectual property rights or other rights of a third party or has caused harm to a third party or (ii) arising out of breach of clause 7 above.
- 15.3** Customer will defend, indemnify, and hold Supplier (and its officers, directors, employees and agents) harmless from any expense or cost arising from any third-party subpoena or compulsory legal order or process that seeks Customer Data and/or other Customer-related information or data, including, without limitation, prompt payment to Supplier of all costs (including legal fees) incurred by Supplier as a result. In case of such subpoena or compulsory legal order or process, Customer also agrees to pay Supplier for its staff time in responding to such third-party subpoena or compulsory legal order or process at Supplier's then applicable hourly rates.
- 15.4** In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("Indemnitee") will provide the indemnifying party ("Indemnitor") reasonably prompt notice of the relevant claim. Indemnitor will defend and/or

settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this clause 15 to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability.

16 DISCLAIMERS AND LIMITATIONS

- 16.1** Except with regard to Customer's payment obligations under clause 5 and with regard to either party's indemnification obligations under clause 15, in no event will either party's aggregate liability exceed the Service Fees due for the preceding 12-month period at the time of the event or circumstance giving rise to such claim. Except in regard to Customer's breach of clause 7, in no event will either party be liable for any indirect, special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage).
- 16.2** The Supplier is not responsible for any defects or damages resulting from Customer's or Customer's agents or employees mishandling, abuse, misuse, accident or Force Majeure. The Customer agrees to inform the Supplier of any Customer system change that may reasonably be expected to affect the Supplier's ability to provide the Service and shall notify the Supplier of any change to its IT configuration affecting the Services. The Supplier shall not be held responsible for the availability of telephone lines, the Internet, electricity or servers outside its reasonable control. The Supplier provides no warranty or guarantee in relation to speed of delivery of the Service, including the speed of any restores. The speed of delivery of the Service is dependent on factors outside the control of the Supplier including inter alia the speed, functionality and condition of the Customer's IT infrastructure, the amount of data being restored and/or the bandwidth of the Customer's internet connection. Any errors caused arising from the inadequacy or defectiveness of the Customer's IT infrastructure and/or the connectivity and bandwidth of the Customer's internet connection may affect the delivery of the Service including the performance of any restores. The Supplier will notify Customer of any technical failures in respect of delivery of the Service of which it is aware and subject to the terms of the Service Level Commitments, will endeavor to work with Customer to assist with rectification of any such failures. Customer acknowledges that changes may be required to the Customer's IT infrastructure and/or to its internet connectivity including its bandwidth capacity or otherwise to improve the speed, performance and/or delivery of the Service. Customer shall be responsible for the cost of any such changes. Any administrative and technical notifications in respect of the delivery of the Service will be sent by email to the Customer.
- 16.3** Except as set forth in the Service Level Commitments, the Supplier makes no warranty that the Service will be uninterrupted, timely, secure or error free. The Supplier expressly disclaims all liability howsoever arising from any change made to the Customer's IT configuration of the Client Environment of which Customer has not notified the Supplier in writing. No statement, whether oral or written, obtained by Customer from the Supplier shall create any warranty not expressly made herein.
- 16.4** The Customer recognizes that the Internet consists of multiple participating networks that are separately owned and not subject to the Supplier's control. The Customer agrees that the Supplier shall not be liable for damages incurred or sums paid when the Service is temporarily or permanently unavailable due to malfunction of, or cessation of, internet services by networks or Internet service providers not subject to the Supplier's control, or for transmission errors in, corruption of, or the security of the Customer Data or data transmitted through the Service carried on such networks or Internet service providers. The Supplier shall have no liability hereunder for damages incurred or sums paid due to any fault of Customer or any third party, or by any harmful components (such as computer viruses, worms and computer sabotage). The Supplier is not liable for any breach of security on the Customer's network, regardless of whether any remedy provided in this Agreement fails in its essential purpose.
- 16.5** THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SUPPLIER. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

17 CONFIDENTIALITY

- 17.1** "Confidential Information" means non-public information, technical data or know-how of a party and/or its Affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.
- 17.2** Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.
- 17.3** Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this clause 17 will survive for five (5) years after the termination or expiration of this Agreement.
- 17.4** Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.
- 17.5** In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

18 DATA PROTECTION

18.1 The parties agree that the Customer is the Data Controller and the Supplier is the Data Processor in respect of any Personal Data.

18.2 The Supplier will:

- 18.2.1** take appropriate technical and organizational measures against unauthorized or unlawful processing of, and accidental loss or destruction of, or damage to, Personal Data, having regard to the state of technological development and the cost of implementing any measures, to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing, accidental loss, destruction or damage and the nature of the Personal Data;
- 18.2.2** only process Personal Data in accordance with instructions from the Customer and the Customer shall not provide the Supplier access to sensitive personal information that imposes specific security data security obligations for the processing of such data.; and
- 18.2.3** take reasonable steps to ensure the reliability of its employees who have access to the Personal Data.

19 TERMINATION

19.1 This Agreement may be terminated by either party, for its convenience, upon not less than sixty (60) days written notice to the other party.

19.1.1 This Agreement may be terminated if a party:

- (a) commits a material breach of this Agreement which cannot be remedied; or
- (b) commits a material breach of this Agreement which can be remedied but fails to remedy that material breach within sixty (60) days of a written notice setting out the breach and requiring it to be remedied being given by the other party (or such longer period where agreed between the parties).

the other party may terminate this Agreement immediately by giving not less than sixty (60) days' written notice to that effect to the party in breach.

19.1.2 A breach can be remedied if the party in breach can comply with the relevant obligation in all respects other than as to time of performance unless time of performance of such obligation is of the essence.

19.1.3 This clause 19.1 will not apply to any failure by the Customer to make any payment due to the Supplier under this Agreement on or before the due date. Clause 19.2 will apply instead to any such failure.

19.2 The Supplier may terminate this Agreement by giving not less than thirty (30) days' written notice to that effect to the Customer if the Customer fails to make any payment due to the Supplier under this Agreement within 60 days after the relevant due date for payment.

19.3 Either party may terminate this Agreement immediately by giving written notice to that effect to the other party if the other party becomes Insolvent. Each party will notify the other party immediately upon becoming Insolvent.

19.4 If an application for an administration order, a notice of intention to appoint an administrator or a winding up petition is the only grounds for giving notice to terminate, that notice will be deemed to be ineffective if:

- 19.4.1** in the event of an application for an administration order being made, that application is withdrawn or dismissed within 10 Business Days of being made;
- 19.4.2** in the event of a notice of intention to appoint an administrator being filed, no administrator is appointed within 10 Business Days of the notice being filed; or
- 19.4.3** in the event of a winding up petition being presented, that petition is withdrawn or dismissed prior to advertisement and within 10 Business Days of presentation.

19.5 The Supplier's rights of termination set out in this Agreement are in addition to and not in substitution for any rights of termination which may exist at common law.

19.6 Termination of this agreement for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

19.7 Non-Appropriation; Condition Precedent: Any other or conflicting provision of this Agreement notwithstanding, the Customer's financial obligations under this Agreement are from its fiscal year to fiscal year only, and any financial obligation shall be subject to annual appropriation in the sole and absolute discretion of the Town Council of the Town of Frisco. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the Customer within the meaning of the Colorado Constitution, Article X, Section 20. Any failure of the Town Council annually to appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Supplier of any failure of the Town Council to appropriate such adequate monies.

20 CONSEQUENCES OF TERMINATION

20.1 The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

20.2 , Upon termination Customer must pay within 30 days all Service Fees and Professional Services Fees that have accrued prior to such termination or suspension, as well as any fees that remain unpaid for the Service through the quarter for which payment has been made in advance, plus related taxes and expenses..

20.3 The clauses in this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

20.4 The Customer shall not be entitled on or after the termination of this Agreement for any reason whatsoever to a rebate of any Service Fees paid in advance of their due date.

20.5 On termination of this Agreement howsoever arising the Customer will at the direction of the Supplier return to the Supplier any documents in its possession or control which contain or record any Confidential Information.

21 FORCE MAJEURE

21.1 Neither party to this Agreement will be deemed to be in breach of this Agreement or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to Force Majeure, provided that it has complied and continues to comply with its obligations set out in clause 21.2. Force Majeure of this agreement is defined

as catastrophic events of environmental and unforeseen nature. Examples defined as force Majeure (but not limited to) include, hurricanes, tornados, earthquakes, and others of like unforeseen environmental impacts.

21.2 If a party's performance of its obligations under this Agreement is affected by Force Majeure:

21.2.1 it will give written notice to the other party, specifying the nature and extent of the Force Majeure, within seven days of becoming aware of the Force Majeure and will at all times use all reasonable endeavors to bring the Force Majeure event to an end and, whilst the Force Majeure is continuing, to mitigate its severity, without being obliged to incur any expenditure;

21.2.2 subject to the provisions of clause 21.3, the date for performance of such obligation will be deemed suspended only for a period equal to the delay caused by such event;

21.2.3 it will not be entitled to payment from the other party in respect of extra costs and expenses incurred by virtue of the Force Majeure.

21.3 If the Force Majeure in question continues for more than three months a party may give written notice to the other to terminate this Agreement. The notice to terminate must specify the termination date, which must not be less than 15 days and once such notice has been validly given, this Agreement will terminate on that termination date.

21.4 If the Agreement is terminated in accordance with clause 21.3, then neither party will have any liability to the other except that rights and liabilities which accrued prior to such termination will continue to exist.

22 EMPLOYEES NON-SOLICITATION

22.1 Notwithstanding any degree of supervision exercised by either party over employees of the other, in no circumstances will the relationship of employer and employee be deemed to arise between either party and an employee of the other.

22.2 Unless this Agreement is earlier terminated by reason of the Supplier's Insolvency ("Insolvency Event") when no such restrictions shall apply, during the term of this Agreement and for a period of six months after its termination, Customer will not and will ensure that its Affiliates will not, directly or indirectly, without the prior written consent of the other, solicit, or permit any of its group companies to solicit or entice, the employment of any person who is employed by the other party or any of its group companies and whose role either wholly or partly relates to the provision of the Service or the performance of this Agreement. For the purposes of this clause 22 "solicit" or "entice" means the soliciting or enticing of such person with a view to engaging such person as an employee, director, sub-contractor, consultant or independent contractor or through a company owned by such person or his or her family, but will not apply in the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally.

22.3 In such circumstances where the Supplier suffers an Insolvency Event, nothing in this clause 22 will prohibit the Customer from soliciting or enticing or attempting to solicit or entice the employment of any of the key personnel for the duration of that Insolvency Event.

23 ASSIGNMENT

23.1 Either party may assign, novate or deal in any other manner with any of its rights and obligations under this Agreement.

23.2 Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

24 NOTICES

24.1 Notices will be in writing, in the English language, marked for the attention of the specified representative of the party to be given the notice or communication and:

24.1.1 sent by pre-paid first-class post to that party's address;

24.1.2 sent by e-mail to that party's e-mail address (with a copy sent by pre-paid to that party's address within 24 hours after sending the e-mail).

The address, e-mail address and representative for each party are set out below and may be changed by that party giving at least 5 Business Days' notice in accordance with this clause 24:

Town of Frisco
PO Box 4100
1 Main Street
Frisco, CO 80443

For the attention of: Nancy Kerry
NancyK@townoffrisco.com

Prime Government Solutions Inc.
3429 Derry Street
Harrisburgh, PA, 17111

For the attention of: **PrimeGov Finance**
billing@primegov.com

24.2 Any Notice given in accordance with 24.1 will be deemed to have been served:

24.2.1 if given as set out in clause 24.1.1 at 9.00 am on the second Business Days after the date of posting;

24.2.2 if given as set out in clause 24.1.2, at the time of sending (except that if an automatic electronic notification is received by the sender within 24 hours after sending the e-mail informing the sender that the e-mail has not been delivered to the recipient or that the recipient is out of the office, that e-mail will be deemed not to have been served);

25 RELIANCE ON REPRESENTATIONS

25.1 The Customer acknowledges that this Agreement has not been entered into wholly or partly in reliance on, nor has the Supplier given or made, any warranty, statement, promise or representation other than as expressly set out in this Agreement.

25.2 Nothing in this clause 25 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

26 SET-OFF OR WITHHOLDING

All payments to be made by the Customer to the Supplier under this Agreement will (in the absence of express written agreement from the Supplier) be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of

any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature unless the Customer is required by law to make any such deduction or withholding and Customer has given prior notification to Supplier of such legal obligations on the Customer's part.

27 ENFORCEMENT BY THIRD PARTIES

The terms and conditions of this Agreement are for the sole benefit of the parties and nothing herein will be construed as giving any rights to any person or party not a party to it.

28 INVALIDITY/SEVERABILITY

If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

29 VARIATION

This Agreement may only be varied or amended in writing and signed by the parties or their authorized representatives of each of the parties.

30 WAIVER

No failure or delay by the Supplier to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

31 DISPUTE RESOLUTION

31.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute") then, except as expressly provided in this Agreement, the parties shall follow the dispute resolution procedure set out in this clause 32.

31.2 The parties will initially seek to resolve the Dispute through discussion and negotiation in good faith between the appropriate officers of the parties. If the Dispute is not resolved, through discussion and negotiation under this section, within thirty (30) days (or such alternative time period as may be agreed between the Parties), the following procedure will apply:-

31.2.1 Any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies) will be resolved at the request of either party through binding arbitration. Arbitration will be conducted under the rules and procedures of the American Arbitration Association ("AAA"). The parties will request that AAA appoint a single arbitrator. Judgment on the arbitrator's award may be entered in any court having jurisdiction. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect and an enforceable provision that most closely reflects the parties' intent will be substituted for the unenforceable provision. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

32 GOVERNING LAW AND JURISDICTION

32.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the laws of the State of Colorado.

32.2 The district court in and for Summit County, Colorado, will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction except that either party may seek injunctive relief in any court of competent jurisdiction.

33 MERGER AND MODIFICATION

This Agreement, including the attached documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

34 NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Supplier agrees to comply with all applicable laws, rules, regulations, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Supplier agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Supplier shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

SIGNED BY the parties on the date stated at the beginning of this Agreement.

PRIME GOVERNMENT SOLUTIONS INC

.....

(Title: _____)

TOWN OF FRISCO

(Title: _____)

SCHEDULE 1 – Support Services

This Support Contract describes the expected performance of the PrimeGov Service, the procedures for reporting an issue, and expected turnaround time on issues reported.

1. **Service Uptime Target.** PrimeGov has a target uptime of >99.95% measured on a monthly basis. This time excludes any planned maintenance that have been identified to the Customer. PrimeGov shall give a minimum of two (2) business days' notice for planned maintenance updates. Planned maintenance will be targeted to occur between 12:00 a.m. (midnight) on Monday to 03:00 a.m., Mountain Time, on Mondays. Update notes are published as part of the maintenance notification, highlighting new features, improvements, and bug fixes. Maintenance time frames are subject to change by PrimeGov, and proper notification is provided to the Customer within the minimum two (2) business day period.
2. **Reporting an Issue.**
 - a. **Contact Details.** At PrimeGov, we built our support system with alerts to anticipate any service disruption so that our Customer Success team can address any technical items before they become an issue for our customers. In the case where a Customer discovers an issue, or the Service is unavailable, the Customer should notify the PrimeGov Customer Success team through one of the following channels:
 - i. Entering a ticket in the help desk system at support.primegov.com.
 - ii. E-mailing the Customer Success team directly at support@primegov.com.
 - iii. Calling the Customer Success team at 801-341-1910.
 - b. **Hours of Coverage.** Regular Support Services are provided between 8:00 am and 6:00 pm Mountain Time, Monday through Friday. On-call and emergency support are provided outside of regular Support Service hours online and by phone. More specifically, the hours are as follows:
 - i. **Call for phone support.** Phone support is available twenty-four (24) hours a day, seven (7) days a week by calling 801-341-1910.
 - ii. **Enter an issue in the help desk system.** This service is available twenty-four (24) hours a day, seven (7) days a week at support.primegov.com.
 - iii. **Email an issue to the Customer Success team.** This service is available twenty-four (24) hours a day, seven (7) days a week.
 - c. **Customer Priority Identification.** The Customer will supply their determined priority for each support item logged in accordance with the following Priority Code:

PRIORITY CODE	DESCRIPTION
P1 - Critical	The problem is impacting all Users by the Service being unavailable with no work-around available.
P2 - High	The problem is impacting a significant number of Users and is causing a significant business impact, where there is no work-around available.
P3 - Moderate	The problem is impacting a small number of Users and is causing a minor business impact or is causing a significant business impact, but there is a workaround available.
P4 - Low	Non-service affecting defect. Non-urgent or cosmetic problems, queries, causing inconvenience only.

3. **Resolving an Issue**
 - a. **Steps to Resolution.**
 - i. PrimeGov Customer Success staff will analyze the issue and revert to the Customer with an assessment of the issue.
 - ii. The issue will then result in one of the following actions:
 1. The PrimeGov Customer Success staff will send a set of steps to close the issue with associated times.
 2. PrimeGov Customer Success staff will ask for more clarification/ information on the issue.
 3. PrimeGov Customer Success staff may discuss the priority of the issue.

4. The Customer and the PrimeGov Customer Success staff will mutually agree to close or reprioritize an issue.

iii. If a support issue is closed because it has been successfully resolved, then PrimeGov Customer Success staff will provide a brief description of the final solution to the Customer.

- b. **Target Response Time.** PrimeGov will aim to provide the Customer with a response within a specific time limit based on the agreed Priority Code of the Support Issue (a "Target Response Time"). The following Target Response Times are within the hours of coverage:

PRIORITY CODE	DESCRIPTION	TARGET RESPONSE TIME <
P1	Critical	30 minutes
P2	High	1 hour
P3	Moderate	2 hours
P4	Low	40 hours

4. **Problem Escalation.** A Support Call's Priority Code may be escalated by either the Customer or PrimeGov, if it is found to be more business critical than first realized or if the steps to resolve are proving unsatisfactory. In the event of escalation, the following contacts from PrimeGov should be called:

ROLE	NAME	CONTACT EMAIL
Technical Support Analyst	Robben Weems	robben.weems@primegov.com
Technical Support Lead	Larry Thorpe	larry.thorpe@primegov.com
CEO	Sherif Agib	sherif@primegov.com

5. **Minor Enhancements.** Requests by the Customer for minor enhancements or changes to the Service not relating to a defect or error inherent in the Service will be considered on a case by case basis and will be included under this Agreement at the sole discretion of PrimeGov if in the PrimeGov software product roadmap.

6. **Knowledge Base.** PrimeGov provides a searchable online knowledge base for questions and issue resolution is available at support.primegov.com. The documentation provided includes product updates, technical assistance, and tutorials. The content is regularly updated and expanded and each article contains links to related articles for increased navigation. The knowledge base is available on the same website as the support ticket management system for ease-of-use.

7. **Exclusions**

- a. Requests by the Customer for significant enhancements or changes to the Service not relating to a defect or error inherent in the Service will be excluded from this Agreement and will be managed separately.
- b. PrimeGov is only obliged to provide the Support Services with respect to the then current version of the Service. If PrimeGov provides Support Services for older versions/releases, this is done without obligation on an "as-is" basis at PrimeGov's sole discretion and without any service level applying and PrimeGov may make the provision of further Support Services for older versions of the Service subject to the payment of additional fees.
- c. Any alteration, modification or maintenance of the Service by the Customer or any third party which has not been authorized in writing by PrimeGov.
- d. Any failure by the Customer to implement any recommendations, solutions to faults, problems or updates previously advised or delivered by PrimeGov to the Customer.
- e. Either Party being subject to Force Majeure.
- f. The Customer's failure, inability or refusal to allow PrimeGov's personnel proper and uninterrupted access to the Service.

Hello Town Council of Frisco. My name is Roan Varble and I am an aspiring Eagle Scout with Troop 187 of Breckenridge. I live in Frisco and ski for the Summit Nordic Ski Club. I am going into 9th Grade this year. My Eagle Scout project will be a memorial to the world-class Nordic Athletes who train or trained at the Frisco nordic Center. My general design for this memorial is a plaque mounted on a metal frame. On this plaque will be a list of these Nordic Skiers and a little information about them. I plan to put this memorial by the Frisco Nordic Center, specifically by the Zeke sign if possible. I intend this project to provide inspiration for aspiring Nordic Athletes, and to honor the skiers and their families of the memorial. I would like to receive approval from the Frisco Town Council to proceed with this project.

Here is a photo of what I want the end result of my project to look like. This particular plaque was made by a fellow scout in Buena Vista.





TO: MAYOR AND TOWN COUNCIL
FROM: DON REIMER, COMMUNITY DEVELOPMENT DIRECTOR
RE: BOARD OF APPEALS ROLES & RESPONSIBILITIES, AND INTERVIEWS & APPOINTMENT
DATE: SEPTEMBER 8, 2020

Summary & Background: The Town of Frisco Municipal Code, Chapter 4, “*Appeals, Board of*”, states that the Board of Appeals shall consist of three (3) members appointed by the Town Council. Members of the Board of Appeals (hereafter “BOA”) must be residents or business owners in the Town of Frisco, and shall be qualified by experience and training to pass upon matters pertaining to building construction.

Board of Appeals Roles and Responsibilities: Chapter 4 of the Town Code states that the BOA shall hear and decide appeals from and shall review any order, requirement, decision, or determination made by any administrative official charged with the administration or enforcement of the building construction standards in Chapter 65 of the Town Code (also known as the Town Building Codes).

The BOA does not have any interpretive authority relative to the Building Codes, nor does it have any authority to waive Building Code requirements. However, the BOA may review and offer recommendations on proposed Building Code amendments, and may also propose Building Code amendments for consideration by the Town Council.

It appears that the BOA last met to consider an appeal over 10 years ago. While the infrequency of meetings may suggest a reduced importance of this particular appointed Board, the Town Code and adopted Building Codes do require that a qualified Board of Appeals is appointed and available for timely review and consideration of appeals.

Board of Appeals Interviews and Appointments: Chapter 4 of the Town Code states that the BOA shall consist of three members appointed by the Town Council. BOA members serve 3-year terms. Unlike Planning Commissioner appointments which are set to coincide with Town Council terms, Chapter 4 includes no such stipulations for the BOA.

It appears that Board of Appeals members were most recently appointed at the meeting of May 13, 2014, with terms set to expire at the end of April 2017. At that time, membership consisted of two contractors, Pete Campbell and Dan McCrerey, and an architect, Ken O'Bryan. As there were no appointments made following the end of the term in April 2017, all three seats are currently vacant.

Staff advertised the BOA vacancies for two weeks in the *Summit Daily* and on the town's website. Three applications were received by the application deadline of August 6, 2020: Pete Campbell, Dan McCrerey, and Colette Smith. Each of the three candidates meets the

requirements to be a member of the BOA as listed in Chapter 4 of the Town Code. McCreery and Campbell are contractors, and Smith is a structural engineer. Each applicant either lives in or owns a business in the Town of Frisco, meeting the requirements of Chapter 4 of the Code.

Interviews: Interviews have been scheduled in 10 minute blocks. Candidates are:

Name

1. Pete Campbell
2. Dan McCreery
3. Colette Smith

Interview Questions: Following are potential questions for the Council's use in the interview process.

1. Why are you interested in serving on the Frisco Board of Appeals?
2. What qualities, experience, or skills do you have that qualify you to serve on the Board?
3. Describe your experience in application of the Building Codes.
4. Please describe your understanding of the newly adopted sustainable building code.

Staff Recommendation: Review applications, interview candidates, and appoint Dan McCreery, Pete Campbell, and Colette Smith to the Frisco Board of Appeals for 3-year terms each ending on July 31, 2023.

Reviews and Approvals:

This report has been reviewed and approved by:
Nancy Kerry, Town Manager

Attachments:

Attachment A: Applications (in Order listed above)
Attachment B: Town Code, Chapter 4, "Appeals, Board of"



BOARD OF APPEALS APPLICATION

PO Box 4100 Frisco, CO 80443
1 Main Street, Frisco, CO 80443
970-668-5276

Last Name: Campbell First: Pete Middle: _____

Phone: 970-389-7246 Home Address: 0497 CR 1040, POB 4272
E-Mail Address: petecampbellconstruction@comcast.net Frisco, CO 80443

Education: BS Civil Engineering (Structural)
Trade School or Licenses/Certifications: Professional Engineer License (Structural), Licensed General Contractor

Current Employer: Campbell Construction, LLC
Address of Employer: 110 S. 1st Ave, Unit 1, POB 4272, Frisco, CO 80443
Position: Owner Work Phone: 970-389-7246

Are you a Frisco Resident?	Yes <input type="radio"/> No <input checked="" type="radio"/>
Are you a Frisco Business Owner?	Yes <input checked="" type="radio"/> No <input type="radio"/>
Do you, or the company you work for, do business with the Town?	Yes <input type="radio"/> No <input checked="" type="radio"/>
Have you ever been employed by the Town of Frisco?	Yes <input type="radio"/> No <input checked="" type="radio"/>
If yes, when and in what position:	
Do you have relatives presently working for the Town of Frisco?	Yes <input type="radio"/> No <input checked="" type="radio"/>
If yes, please list:	
Are you currently serving on another committee or commission for the Town?	Yes <input type="radio"/> No <input checked="" type="radio"/>



BOARD OF APPEALS APPLICATION

PO Box 4100 Frisco, CO 80443

1 Main Street, Frisco, CO 80443

970-668-5276

Page Two

Why are you interested in serving on the Board of Appeals? _____

I have served on this board in the past and would gladly continue to do so.

Why do you believe you are qualified for appointment? _____

I have based my business in the Town of Frisco and have been building homes and commercial projects in the Town limits and Summit County since 1998. Campbell Construction has been devoted to improving Frisco in a positive way for many years. My experience building projects in the Town and serving this community can be of benefit to the Board of Appeals.

What training, experience, education, or skills do you have that would enhance your ability to serve on the Board of Appeals? _____

My local background in engineering and construction as well as my connection with the local Community can enhance my ability to serve on the Board of Appeals.

Please read the following, then sign and date.

- I certify that the facts are true and correct contained in this Board of Appeals Application.
- I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction.
- I understand that falsification, omission or misrepresentation can result in a rejection of this application.

Signature: *Cheryl M. ...*

Date: *7/26/20*

Please submit your application to Community Development Department, Town of Frisco,
1 Main Street, Frisco, CO 80443 or cherylm@townoffrisco.com.



BOARD OF APPEALS APPLICATION

PO Box 4100 Frisco, CO 80443

1 Main Street, Frisco, CO 80443

970-668-5276

Last Name: McCreary First: Daniel Middle: L.

Phone: 970 904-5075 Home Address: 375 Belford St.
E-Mail Address: dano m @ comcast.net

Education: Punahou School Honolulu 1972
Western State College Business Administration 1978
Trade School or Licenses/Certifications: CMC Ski Area Technology 1973

Current Employer: Self + Retired
Address of Employer: 619 Main St Suite 10-
Position: Building Manager Work Phone: 970 668-5075

Are you a Frisco Resident?	Yes <input checked="" type="radio"/> No <input type="radio"/>
Are you a Frisco Business Owner?	Yes <input checked="" type="radio"/> No <input type="radio"/>
Do you, or the company you work for, do business with the Town?	Yes <input type="radio"/> No <input checked="" type="radio"/>
Have you ever been employed by the Town of Frisco? If yes, when and in what position:	Yes <input type="radio"/> No <input checked="" type="radio"/>
Do you have relatives presently working for the Town of Frisco? If yes, please list:	Yes <input type="radio"/> No <input checked="" type="radio"/>
Are you currently serving on another committee or commission for the Town?	Yes <input type="radio"/> No <input checked="" type="radio"/>



BOARD OF APPEALS APPLICATION

PO Box 4100 Frisco, CO 80443
1 Main Street, Frisco, CO 80443
970-668-5276

Page Two

Why are you interested in serving on the Board of Appeals?

I would like to stay involved in the Town and feel this appointment will not be "over consuming" from a time requirement

Why do you believe you are qualified for appointment?

I have 30 years experience in the construction industry in Summit County

What training, experience, education, or skills do you have that would enhance your ability to serve on the Board of Appeals?

Knowledge of the 2018 IRC and IECC
Experience in Building Homes Compliant with ESTAR 3.1

FAMILIAR with the Master Plan, Development and Building Permit process

Please read the following, then sign and date.

- I certify that the facts are true and correct contained in this Board of Appeals Application.
- I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction.
- I understand that falsification, omission or misrepresentation can result in a rejection of this application.

Signature: Cheryl M. Cherry

Date: 7/21/2020

Please submit your application to Community Development Department, Town of Frisco,
1 Main Street, Frisco, CO 80443 or cherylm@townoffrisco.com.



BOARD OF APPEALS APPLICATION

PO Box 4100 Frisco, CO 80443
1 Main Street, Frisco, CO 80443
970-668-5276

Last Name: Smith First: Colette Middle: A.

Phone: (970)485-4224 Home Address: P.O. Box 2221
E-Mail Address: colettecolette1@hotmail.com Frisco, CO 80443

Education: Master of Engineering from South Carolina University
Trade School or Licenses/Certifications: _____

Current Employer: RMG Engineers
Address of Employer: 2910 Austin Bluffs Parkway Colorado Springs, CO
Position: Structural Project Engineer Work Phone: (970) 485-4224

Are you a Frisco Resident?	Yes <input type="radio"/> No <input checked="" type="radio"/>
Are you a Frisco Business Owner?	Yes <input type="radio"/> No <input checked="" type="radio"/>
Do you, or the company you work for, do business with the Town?	Yes <input type="radio"/> No <input checked="" type="radio"/>
Have you ever been employed by the Town of Frisco?	Yes <input checked="" type="radio"/> No <input type="radio"/>
If yes, when and in what position: 2007 - 2015 Building Inspector	
Do you have relatives presently working for the Town of Frisco?	Yes <input type="radio"/> No <input checked="" type="radio"/>
If yes, please list:	
Are you currently serving on another committee or commission for the Town?	Yes <input type="radio"/> No <input checked="" type="radio"/>



BOARD OF APPEALS APPLICATION

PO Box 4100 Frisco, CO 80443

1 Main Street, Frisco, CO 80443

970-668-5276

Page Two

Why are you interested in serving on the Board of Appeals? _____

I would like to volunteer my services to help out our community. _____

Why do you believe you are qualified for appointment? _____

I am a former building inspector and residential plan reviewer for the Town of Frisco with a good understanding of the International Building Codes. I am also a registered professional engineer with construction experience. _____

What training, experience, education, or skills do you have that would enhance your ability to serve on the Board of Appeals? _____

I have the following ICC certificates: _____

Residential Building Inspector _____

Residential Plumbing Inspector _____

Residential Mechanical Inspector _____

Commercial Building Inspector _____

Commercial Plumbing Inspector _____

Please read the following, then sign and date.

- I certify that the facts are true and correct contained in this Board of Appeals Application.
- I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction.
- I understand that falsification, omission or misrepresentation can result in a rejection of this application.

Signature: _____

Date: 8.05.20

Please submit your application to Community Development Department, Town of Frisco,
1 Main Street, Frisco, CO 80443 or cherylm@townoffrisco.com.

APPEALS, BOARD OF

Chapter 4

APPEALS, BOARD OF

- § 4-1. Creation.
- § 4-2. Membership; Terms of Office; Qualifications; Removal.
- § 4-3. (Reserved)
- § 4-4. Organization; Meetings; Rules; Fees.
- § 4-5. Powers and Duties.
- § 4-6. Required Vote.
- § 4-7. (Reserved).
- § 4-8. Effect on Other Provisions.

[HISTORY: Adopted by the Mayor and Town Council of the Town of Frisco 04-04-89, Ord. 89-13.¹ Amendments noted where applicable.]

GENERAL REFERENCES

Housing Authority—See Ch. 23.

Building Construction and Housing Standards—See Ch. 65.

§ 4-1. Creation.

There is hereby created a Board of Appeals for the Town of Frisco, Colorado.

§ 4-2. Membership; Terms of Office; Qualifications; Removal. [Amended 12-4-90, Ord. 90-23]

- A. The Board of Appeals shall consist of three (3) members appointed by the Council for three-year terms. Members of the Board must be residents or business owners in the Town of Frisco and shall be qualified by experience and training to pass upon matters pertaining to building construction.
- B. Removal of any member of the Board of Appeals is provided for under Chapter 10, §10-4, of this Code.

§ 4-3. (Reserved)

§ 4-4. Organization; Meetings; Rules; Fees. [Amended 02-16-99, Ord. 99-02; 02-10-04, Ord 04-03]

- A. The Chairman of the Board of Appeals shall be elected by the members.

¹Editor's Note: This ordinance also repealed former Ch. 4, Appeals, Board of, adopted 10-17-78 as Ord. No. 78-14(b), as amended in its entirety 11--17-87 by Ord. No. 87-14.

APPEALS, BOARD OF

- B. The Board need not hold regular meetings.
- C. The Board may adopt additional rules for the transaction of its business and shall keep a record of its resolutions, transactions, findings and determinations, which record shall be a public record.
- D. The Board shall provide and require, among other things, that:
 - 1. Public notice shall be given of all hearings, and all hearings shall be open to the public.
 - 2. Due notice of all hearings shall be given to parties in interest, to the administrative official charged with the administration and enforcement of the ordinance upon which the appeal is based, to the public official, from whose action the appeal is made.
 - 3. At any public hearing, any interested party may appear in person or by agent or by attorney, offer evidence and testimony.
 - 4. All evidence and testimony shall be presented publicly.
 - 5. For each case or matter heard, the Board of Appeals shall cause a record of its proceedings to be prepared. The record of proceedings shall include all documents and physical evidence considered in the case, together with a stenographic or tape recording of all public proceedings. The preserved stenographic or tape-recorded record shall include, but need not be limited to, the verbatim testimony offered by all witnesses in the case and all personal knowledge of members of the Board of Appeals considered by the Board in reaching its decision. The record of proceedings need not include the deliberations or discussions of the Board at executive sessions but shall show the grounds for such decision and the vote of each member upon each question or, if absent or failing to vote, shall indicate such fact. The proceedings shall be filed immediately in the office of the Town Clerk and shall be of public record. The Board may require the appellant, either directly or by fee, to provide for stenographic or other recording of the proceedings.
- E. In addition to any other fees provided in this Code, any applicant shall pay with his appeal the sum of fifty dollars (\$50.00) to cover the cost of publication, posting and other notice requirements.

§ 4-5. Powers and Duties. [Amended 12-20-94, Ord. 94-19; 02-16-99, Ord. 99-02; 02-10-04, Ord. 04-03]

- A. The Board of Appeals shall hear and decide appeals from and shall review any order, requirement, decision or determination made by any administrative official charged with the administration or enforcement of the building

APPEALS, BOARD OF

construction standards in Chapter 65 of the Town Code, as they may be adopted and amended by the Town from time to time:

- B. The Board shall hear and decide all matters referred to it or upon which it is required to pass. The Board may be used by the Building Official to determine the suitability of alternate materials and methods of construction.
- C. The Board shall have no authority relative to interpretation of the administrative provisions of the building construction standards in Chapter 65 of the Town Code, nor shall the Board be empowered to waive requirements of the building construction standards in Chapter 65 of the Town Code.
- D. Any party to an appeal decided by the Board of Appeals may further appeal the decision of the Board to the courts as provided by law; provided, however, that such appeal is made prior to fifteen (15) calendar days following the date of notification of the Board's decision.
- E. The Board is authorized to both review and formulate amendments to the building construction and housing standards adopted by the Town for final consideration by the Town Council.

§ 4-6. Required Vote.

The concurring vote of two (2) members of the Board shall be necessary to reverse any order, requirement, decision or determination of any administrative official or to decide in favor of the applicant on any matter upon which the Board of Appeals is required to pass.

§ 4-7. (Reserved)

§ 4-8. Effect on Other Provisions.

This chapter relating to appeals does not repeal, abrogate, annul or in any way impair or interfere with existing provisions of other laws and ordinances, except those expressly repealed herein.

CLIMATE ACTION: 2019 RESULTS

2019 Initiatives

- Gained adoption of Climate Action Plan by local governments and collaborative members
- Developed building code recommendations by facilitating year-long stakeholder process
- Hosted 4 public engagement events with 350+ people in attendance:
 - Scott Denning, "Simple, Serious, Solvable"
 - EV Ride and Drive
 - Brad Udall, "Climate Change and the Colorado River"
 - Film screening, *The Human Element*
- Executed successful Solarize Summit campaign
- Facilitated 20+ meetings for building energy, transportation, and renewable working groups

2019 Frisco Impacts

78 metric tons

GHG emissions saved each year through Solarize Summit

13

Residential solar PV systems installed through the Solarize Summit program

2020 Progress

- Hosted Rob Davies talk with 100+ attendees
- Sustainable building codes adopted in Breckenridge, Frisco, Summit County
- Organized local HERS rater training course
- Coordinated 10 workshops for local building professionals
- Launched 2020 Solarize Summit Program
- Developing EV Readiness plan + commercial energy benchmarking program



ENERGY SMART COLORADO: 2019 TOWN OF FRISCO RESULTS

Home Energy Assessments

Goal: 25

23

Home Energy Retrofits

Goal: 12

13

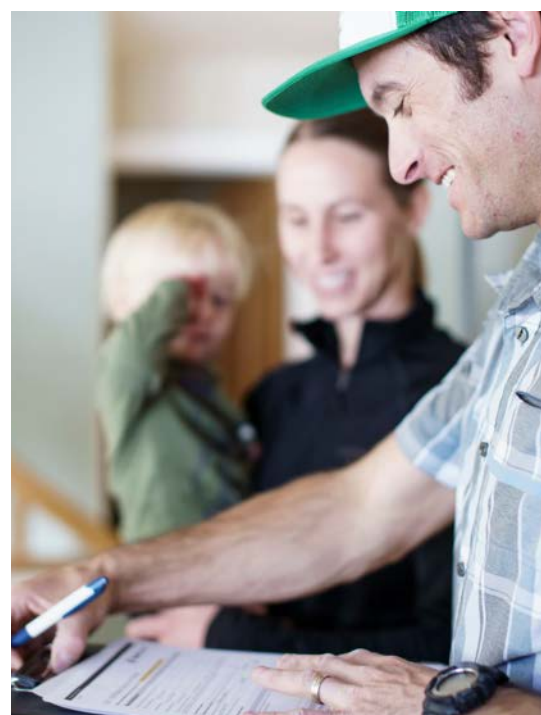
2020 YTD

Home Energy Assessments

19/25

Home Energy Retrofits

6/12



2019 Frisco Impacts

24 metric tons

GHG emissions saved each year through home energy retrofit projects and quick-fixes

276

LED bulbs installed through the new quick-fix offering

\$95

Average annual savings from quick-fixes, per home

\$477

Average annual savings from home energy retrofits, per home

\$92,058

Income generated for local contractors



ENERGY SMART SUCCESS STORY: EVA AND ANDY HENSON

Eva and Andy Henson didn't want to be surprised by outrageous energy bills after they purchased their 1979 home in Frisco last year. Fortunately, Eva was familiar with the Energy Smart Colorado program having worked with HC3 through her former job at the county. So once they moved in, one of the first things they did was sign up for an energy assessment.

Eva remembers being shocked at results - their new home was an energy hog. But their energy auditor helped them prioritize improvements, so they could get the most bang for their buck. They've been slowly ticking off the efficiency checklist, and it's already paying off. This past winter, Eva said she noticed the energy bills kept dropping from month to month. And, in the ultimate proof of coziness, she can even walk around her house barefoot.

Now, Eva and Andy are moving forward with installing solar panels on their roof. Eva's excited about setting a good example for the community...and the added electricity savings.

"For our communities to reach their sustainability goals, we all need to do our part. We care about Frisco, and this is how we can help make a difference for the environment. "
- Eva Henson

Energy improvements: Crawlspace insulation

Upfront cost: \$5,512

Rebates: \$400

Final cost: \$5,112

Annual savings: \$619

Lifetime CO2 savings: 25 metric tons



RESOURCE WISE: 2019 TOWN OF FRISCO RESULTS

New Businesses Enrolled

Goal: 5

5

New Businesses Certified

5

Sustainability Projects Rebated

Goal: 6

3

2020 YTD

New Businesses Enrolled

4/5

Sustainability Projects Rebated*

1/5

**We expect project numbers to improve as businesses impacted by the COVID-19 pandemic resume "normal" operations.*

2019 Frisco Impacts

19 metric tons

GHG emissions saved each year through business energy efficiency projects and quick-fixes

\$839

Average annual savings from business energy efficiency projects

4 direct installs provided

\$157 average annual savings per business



RESOURCE WISE SUCCESS STORY: ALPINE BANK

Locally owned and operated in Colorado, Alpine Bank in Frisco is proud of its commitment to community. For the bank, that includes working to preserve the Colorado western landscape that their customers and employees thrive upon.

Alpine Bank joined Resource Wise in 2012 and received gold certification in the program in 2019 when they completed an LED lighting upgrade to the interior and exterior of the Frisco building. This project not only resulted in energy savings and emission reductions, but also increased lighting quality for staff and customers alike.

"Our customers and employees are outdoors enthusiasts. To preserve what we love to do, we feel a responsibility to reduce our carbon footprint."
- Trevor Wagner

Energy improvements: LED lighting upgrade

Upfront cost: \$6,686

Rebates: \$400

Final cost: \$6,286

Annual savings: \$2,430

Lifetime CO2 savings: 18 metric tons





HIGH COUNTRY
CONSERVATION CENTER

HC3 Annual Update

Frisco Town Council
September 8, 2020



Town of Frisco Goals

- Net-zero Frisco (2020 – 2021 strategic priority)
- 100% renewable electricity (2019 resolution)
- Climate Action Plan implementation (2019 – 2020 strategic plan)

A person wearing a blue jacket, red pants, and a blue beanie is loading two skis onto the roof rack of a silver SUV. The SUV is parked in a snowy area next to a blue electric vehicle charging station. The charging station is a small wooden structure with a snow-covered roof. In the background, there are snow-covered evergreen trees. The overall scene is a winter mountain setting.

Climate Action Collaborative

- Building codes
- Benchmarking pilot with Town of Frisco buildings
- Builder workshops
- EV Planning
- Solarize Summit

Energy Smart Colorado

Home Energy Assessments	19/25
Home Energy Retrofits*	6/12
Quick-Fixes Installed	6/6

*Six additional projects are in progress.



EnergySmartColorado
MAKING ENERGY IMPROVEMENTS SIMPLE & AFFORDABLE



Resource Wise Business Program

Sustainable Business Assessments	4/5
Improvement Projects*	1/6
Quick-Fixes Installed	0/5

*HC3 remains focused on meeting this goal. We are once again visiting businesses in person, collaborating with the town on an email blast, and conducting targeted follow-up.



**Mountain Dweller Coffee Roasters in
their new Frisco digs.**

A background image of a town street with mountains in the distance. A wooden signpost in the foreground has signs for 'Third Ave' and 'Main St'. There are flower baskets hanging from the signpost and a wooden planter box with flowers in the foreground. A white horizontal line is positioned below the title.

Looking ahead: End of year – 2021

- In-person business outreach
- EV readiness planning
- Outdoor energy policy
- Benchmarking next steps
- Online workshops and events



HIGH COUNTRY
CONSERVATION CENTER

Thank you!

Jen Schenk

Executive Director

jen@highcountryconservation.org

Jess Hoover

Climate Action Director

jess@highcountryconservation.org



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: GILLY PLOG, ENVIRONMENTAL PROGRAMS COORDINATOR
RE: QUARTERLY ENVIRONMENTAL PROGRAMS UPDATE
DATE: SEPTEMBER 8, 2020

Summary and Background: To support Town Council's Sustainable Environment priority, the Council included in the 2020 budget a new position for an Environmental Programs Coordinator for the Town. In early 2020, an Environmental Programs Coordinator was selected and began work on April 1, 2020. At Council's June 9, 2020 work session, an initial update on the framing of the future of the Town's Environmental Programs was given. This memo and the presentation attached serve to further update the Council on progress on strategic plan priorities and to further define the Town's Environmental Programs.

Analysis: At the June 9, 2020 work session, a two-pillared framework for program creation and implementation was introduced; the first pillar being "Net Zero", the second being "Stewardship". Since that original presentation, the activities under these pillars have grown and have served to achieve the milestones set forth in the 2019-2020 Town Council Strategic Plan, and have also furthered progress toward the strategies outlined in the Frisco Community Plan. Partnerships are key to achieving Town goals, especially external to the Town's operations (e.g., businesses, regional initiatives, etc.).

Town Council Strategic Plan (adopted May 2019):

<u>Actions/Goals</u>	<u>Milestones</u>
<u>Town Council High Priority Goal: Adopt & Implement Climate Action Plan</u> <ul style="list-style-type: none">➤ Adopt the Summit Climate Action Plan➤ Adopt a 100% Renewable Electricity Goal➤ Complete energy audit of all Town facilities➤ Include Climate Action implementation actions/goals in 2020 budget➤ Identify and implement key milestones to achieve measurable results➤ Adopt Summit Sustainable Building Code	<ul style="list-style-type: none">✓ Complete✓ Complete✓ Complete✓ Complete✓ Complete✓ Complete
<u>Goal: Obtain SolSmart Silver Designation</u> <ul style="list-style-type: none">➤ Identify barriers and opportunities to solar installations in Unified Development Code, processes and fees➤ Streamline solar permit process and fees➤ Promote new SolSmart process➤ Identify and propose policies/code amendments needed for implementation	<ul style="list-style-type: none">✓ Complete✓ Complete✓ Ongoing✓ Ongoing

Goal: Reduce Waste	
➤ Present consideration of Bag Ban to Town Council	✓ Complete
➤ Adopt Zero Waste Event Requirements	✓ Complete
➤ Promote Reusable Water Bottle Use	✓ Ongoing
➤ Identify other opportunities to reduce waste and develop a plan of action	✓ Ongoing
➤ Finalize Town Hall dumpster enclosure to reduce waste and wildlife incursion	Postponed
➤ Increase trash pick-up by adding two mini clean-up days to event schedule targeting business participation	✓ Complete
➤ Increase use of electronic sales tax filing, water payment system by 10%	In progress

Town of Frisco Community Plan (adopted August 2019):

Strategy	Milestones
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.	✓ CC4CA representation ✓ HC3 working groups
Strategy 6.1-b: Develop a program to reduce the use of single-use plastics including single-use bags and bottles.	✓ Reusable water bottle strategy ✓ Bag fee
Strategy 6.1-c: Continue to update regulations to ensure access to new, sustainable building and development technologies.	✓ Building code updates ✓ Land use code updates
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.	✓ Renewable energy goals ✓ Energy efficiency project screening ✓ EV charging stations & infrastructure
Strategy 6.2-b: Implement the Water Efficiency Plan.	✓ Payment structure update
Strategy 6.2-c: Review development regulations to ensure high water quality standards both during and after construction.	✓ Stormwater management plan ✓ Land use code updates ✓ Construction site inspections
Strategy 6.2-d: Prioritize implementation of multi-modal trail improvements with the Trails Master Plan over expansion of automobile infrastructure.	✓ Trails Master Plan implementation ✓ Inclusion of multi-modal requirements in the Sustainable Land Use Code proposed amendments
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.	✓ Adoption of the 2020 Summit County Hazard Mitigation Plan ✓ Inclusion of FireWise in the Sustainable Land Use Code proposed amendments

Partnership with High Country Conservation Center (HC3): Beyond what Town employees are able to achieve when it comes to climate action, environmentalism, and sustainability, HC3 provides key deliverables for the Town on climate action which are listed in Attachment 2.

HC3 has proposed funding for 2021 at the same level as 2020 - \$61,750.

- \$25,000 for Climate Action
- \$21,250 for Energy Smart Colorado
- \$15,500 for Resource Wise

Financial Impact: Environmental programs continue to be beneficial to the Town's finances. Our goal of reducing energy use 20% across all buildings by 2030 (at a minimum), will save the Town an estimated \$34,550.25 each year based on our current energy expenditures of \$172,751.26.

Additionally, environmental programs continue to be a priority for grant funding programs, leading to more savings for the Town. Recently, the Town has been awarded \$18,000 to fund the installation of two new dual-port EV charging stations along with a grant from Xcel Energy to install the required infrastructure, which typically totals close to \$50,000.

Alignment with Strategic Plan: All actions identified here align with the Town of Frisco Town Council Strategic Plan, Sustainable Environment Strategic Goals and the Town of Frisco Community Plan.

Staff Recommendation: Staff recommends that Council consider Environmental Programs a continued priority for 2021. Potential projects for the coming year that Council could prioritize include, but are not limited to: solar and renewable energy demonstration projects, incorporation of net zero principles into Town projects, energy efficient building envelope updates, additional EV charging stations, and wildlife-proof refuse containers for all Town-owned outdoor receptacles.

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

Don Reimer, Community Development Director
Bonnie Moinet, Finance Director
Nancy Kerry, Town Manager

Attachments:

Attachment 1 – Presentation
Attachment 2 – HC3 funding proposal



Environmental Programs Update

MEGAN (GILLY) PLOG, MMA, TESC

ENVIRONMENTAL PROGRAMS COORDINATOR

2019-2020 Town Council Strategic Plan

Actions/Goals	Milestones
<u>Town Council High Priority Goal: Adopt & Implement Climate Action Plan</u> <ul style="list-style-type: none"> ➤ Adopt the Summit Climate Action Plan ➤ Adopt a 100% Renewable Electricity Goal ➤ Complete energy audit of all Town facilities ➤ Include Climate Action implementation actions/goals in 2020 budget ➤ Identify and implement key milestones to achieve measurable results ➤ Adopt Summit Sustainable Building Code 	<ul style="list-style-type: none"> ✓ Complete ✓ Complete ✓ Complete ✓ Complete ✓ Complete ✓ Complete
<u>Goal: Obtain SolSmart Silver Designation</u> <ul style="list-style-type: none"> ➤ Identify barriers and opportunities to solar installations in Unified Development Code, processes and fees ➤ Streamline solar permit process and fees ➤ Promote new SolSmart process ➤ Identify and propose policies/code amendments needed for implementation 	<ul style="list-style-type: none"> In progress ✓ Complete ✓ Ongoing ✓ Complete
<u>Goal: Reduce Waste</u> <ul style="list-style-type: none"> ➤ Present consideration of Bag Ban to Town Council ➤ Adopt Zero Waste Event Requirements ➤ Promote Reusable Water Bottle Use ➤ Identify other opportunities to reduce waste and develop a plan of action ➤ Finalize Town Hall dumpster enclosure to reduce waste and wildlife incursion ➤ Increase trash pick-up by adding two mini clean-up days to event schedule targeting business participation ➤ Increase use of electronic sales tax filing, water payment system by 10% 	<ul style="list-style-type: none"> ✓ Complete ✓ Complete ✓ Complete ✓ Ongoing Postponed ✓ Complete ✓ Ongoing

2019 Frisco Community Plan

Strategy	Milestones
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.	<ul style="list-style-type: none"> ✓ CC4CA representation ✓ HC3 working groups
Strategy 6.1-b: Develop a program to reduce the use of single-use plastics including single-use bags and bottles.	<ul style="list-style-type: none"> ✓ Reusable water bottle strategy ✓ Bag fee
Strategy 6.1-c: Continue to update regulations to ensure access to new, sustainable building and development technologies.	<ul style="list-style-type: none"> ✓ Building code updates ✓ Land use code updates in progress
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.	<ul style="list-style-type: none"> ✓ Renewable energy goals ✓ Energy efficiency project screening ✓ EV charging stations & infrastructure
Strategy 6.2-b: Implement the Water Efficiency Plan.	<ul style="list-style-type: none"> ✓ Payment structure update
Strategy 6.2-c: Review development regulations to ensure high water quality standards both during and after construction.	<ul style="list-style-type: none"> ✓ Stormwater management plan ✓ Land use code updates ✓ Construction site inspections
Strategy 6.2-d: Prioritize implementation of multi-modal trail improvements with the Trails Master Plan over expansion of automobile infrastructure.	<ul style="list-style-type: none"> ✓ Trails Master Plan adoption

2019 Frisco Community Plan, continued

Strategy	Milestones
Goal 6.3: Minimize risks to property, infrastructure, and lives from natural hazards and disasters.	
Strategy 6.3-a: 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.	<ul style="list-style-type: none">✓ Representation on the Summit County Wildfire Council✓ Adoption of the 2020 Summit County Hazard Mitigation Plan
Strategy 6.3-b: Educate property owners on the impacts of development in areas that are susceptible to risk from natural hazards.	<ul style="list-style-type: none">✓ FireWise community
Strategy 6.3-c: Evaluate Town policies and regulations to support best practices in hazard resiliency.	<ul style="list-style-type: none">✓ Evaluation during the Sustainable Land Use Code updates

Environmental Programs

```
graph TD; A[Environmental Programs] --> B[Net Zero]; A --> C[Stewardship]; B --> D[Energy Efficiency]; B --> E[Renewables]; B --> F[Electrification]; C --> G[Stormwater Management]; C --> H[Forest & Watershed Management]; C --> I[Land Use]; C --> J[Waste Reduction];
```

The diagram is an organizational chart for 'Environmental Programs'. At the top is a blue box labeled 'Environmental Programs'. A line from this box branches into two boxes: 'Net Zero' on the left and 'Stewardship' on the right. From 'Net Zero', a line branches into three boxes: 'Energy Efficiency', 'Renewables', and 'Electrification'. From 'Stewardship', a line branches into four boxes: 'Stormwater Management', 'Forest & Watershed Management', 'Land Use', and 'Waste Reduction'. All boxes are light blue with a darker blue shadow and a blue border.

Net Zero

Energy
Efficiency

Renewables

Electrification

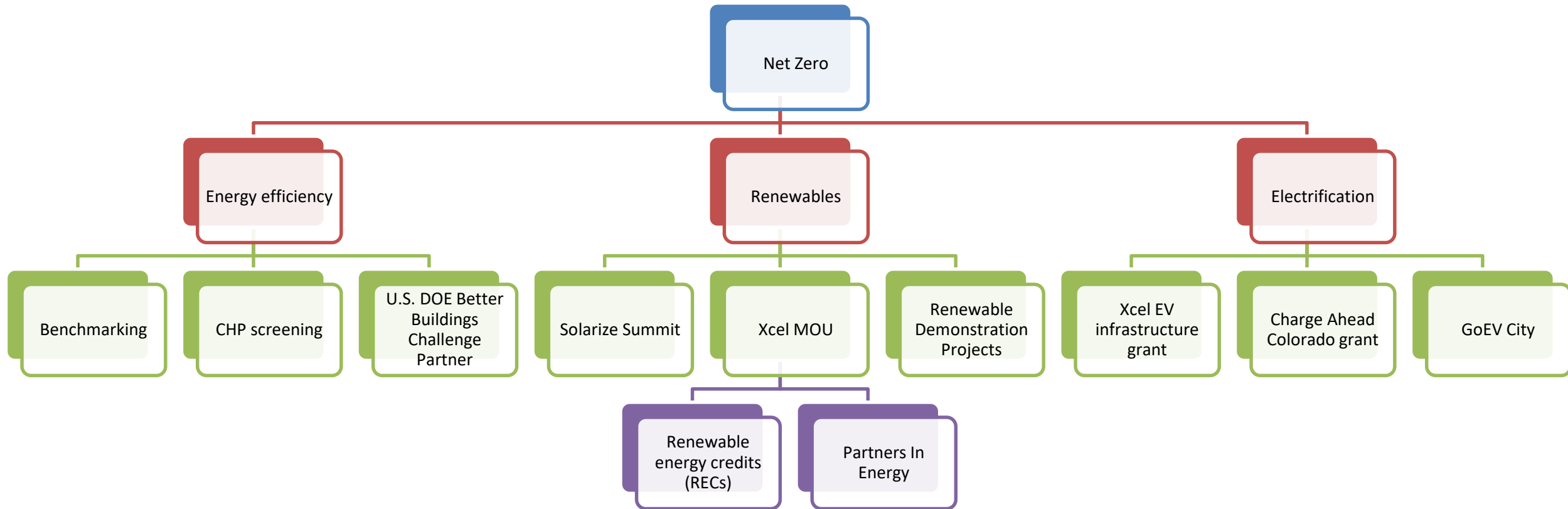
Stewardship

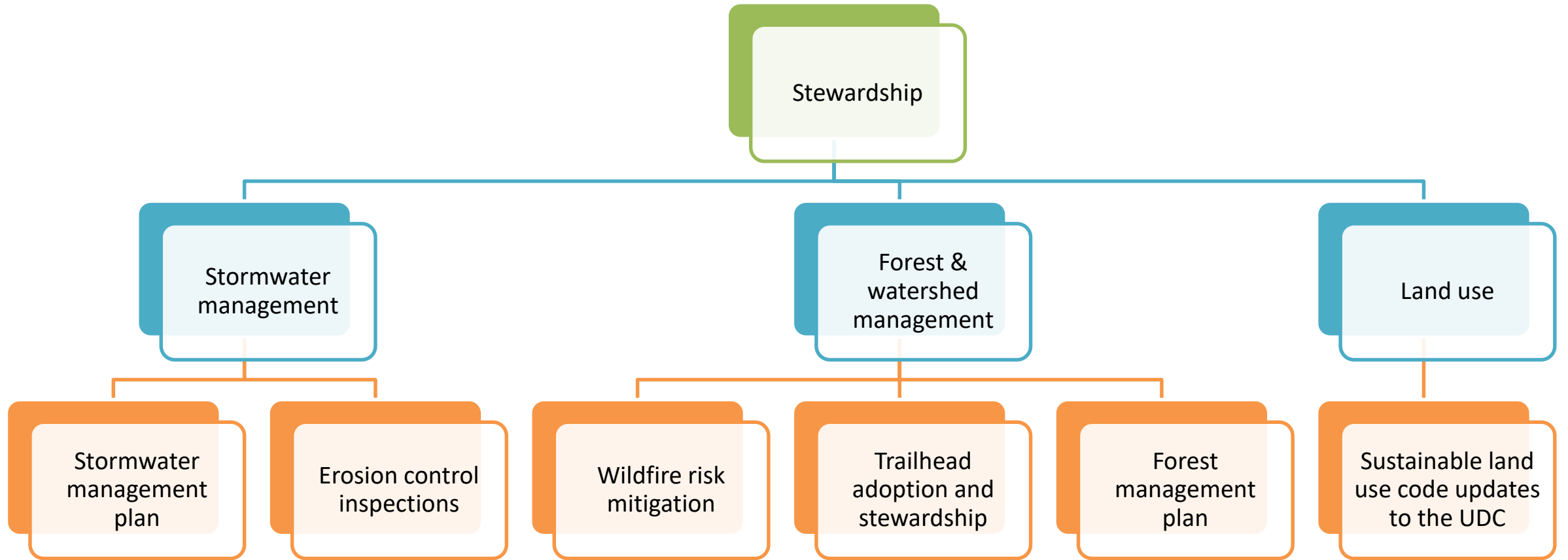
Stormwater
Management

Forest &
Watershed
Management

Land Use

Waste
Reduction





Net Zero – 2020 Goals/Actions

Energy Efficiency

- Better Buildings Challenge partner
- ✓ Bring Town Hall and Marina onto ENERGY STAR Portfolio Manager for energy benchmarking

Renewables

- ✓ MOU with Xcel Energy
- Increase renewable portfolio with:
 - Xcel's WindSource program

Electrification

- Begin Xcel Energy's Fleet Electrification Advisory Program
- Join Rocky Mountain Institute's Building Electrification City Accelerator Program
- ✓ Xcel EV infrastructure grant program & Charge Ahead Colorado

Stewardship – 2020 Goals/Actions

Stormwater Management

- Municipal Stormwater Management Plan creation and implementation

Forest & Watershed Management

- Forest Stewardship Plan creation and implementation
- ✓ Continuation of Slow the Flow
- Advanced metering infrastructure rollout

Land Use

- Sustainable land use code updates
- ✓ Includes additions to achieve SolSmart Silver designation

Waste Reduction

- ✓ Reinstatement of bag fee
- Installation of glass recycling centers throughout Town

Next Steps

Sustainable Land Use Code update finalization

Continue to include Environmental & Sustainability initiatives for the 2020 Council Strategic Plan

Installation of EV infrastructure

Installation of EV chargers

Renewable energy demonstration project planning

Completion of stormwater management plan

Continued partnership with HC3

Frisco representation on CC4CA's Policy Committee and Legislative Committee



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: SUSAN LEE, PLANNER; GILLY PLOG, ENVIRONMENTAL PROGRAMS COORDINATOR
RE: UNIFIED DEVELOPMENT CODE CHANGES TO SUPPORT SUSTAINABLE BUILDING CODE REVISIONS AND A MORE SUSTAINABLE LAND USE CODE UPDATE
DATE: SEPTEMBER 8, 2020

Summary and Background: In order to support the Town Council's Strategic Plan goals related to implementing the Climate Action Plan and Water Efficiency Plan, staff has prepared a list of potential Unified Development Code (UDC) updates for Council's consideration. On June 9th of 2020, the Sustainable Unified Development Codes were originally presented to Council.

At the June 9th Town Council meeting, the Council provided feedback on the suggested code amendments and requested that the codes be presented to local stakeholders to solicit additional feedback from the developers, builders, architects, and landscapers (heretofore referred to as "developers") that may potentially be impacted by the updates.

Analysis: Staff members compiled a list of 15 stakeholders to reach out to as a baseline. Each of the original stakeholders was contacted individually to give their feedback on the proposed updates and asked to provide contact information for any stakeholder that was not present on the compiled list that would provide additional input.

A brief outline and description of stakeholder responses follows, noting that several developers simply stated "I agree" with each of staff's recommendations. The following responses are those with more substance:

Transportation	
Suggested Change	Stakeholder Feedback
Revise parking and loading requirements to reference the new SSBC language requiring EV and EV ready charging stations for commercial and residential uses. Incentivize installation of EV charging stations by reducing parking requirements in exchange for the provision of additional spaces above the SSBC requirements.	<p>"If the Town is over parking the use per the code then the developer may not value the parking anyway. Generally, though, it seems like a good way to get the infrastructure in place and encouraging the transition to EV."</p> <p>"Sounds great, will private property owners be able to charge for the power?"</p> <p>"Seems reasonable, the incremental cost to build additional EV spaces goes down, allows for more area to be landscaped."</p>

	<p>“Makes sense, done in other areas and is a good incentive for commercial projects.”</p>
Clarify code language requiring new developments to tie into existing bicycle and pedestrian infrastructure.	<p>“Makes sense in a lot of cases. Would the Town/County allow the developer to build onto their land?”</p> <p>“Typical requirement, normal in many other communities.”</p> <p>“Better to have clear standards, typical in most places.”</p> <p>“Yes, but only for multi-family and commercial.”</p>
Establish requirements for long-term and short-term bicycle parking for multi-family residential uses, and square footage of commercial (1 per 750 SF) and require a 75% to 25% blend of indoor, covered, long-term spaces to short-term uncovered spaces for residential only.	<p>“How would this count toward lot coverage requirements?”</p> <p>“Makes sense for multi-unit projects.”</p> <p>“Could easily add space for bikes in garage corners, between pillars, in otherwise unusable space. Bike parking should have same exemption in the Central Core as car parking. Bikes should be in ROW.”</p> <p>“Agree with proposed bike storage requirements. Town should provide dimensional standards for spaces.</p> <p>“Agree, but feel as though each owner should provide their own locks.”</p>
Water Efficiency and Quality	
Suggested Change	Stakeholder Feedback
Landscape plan must indicate water usage for proposed plant materials and cannot exceed an established gallon per square foot maximum.	<p>“Makes sense, but be careful that the Town doesn’t impact the aesthetics of Spruce, Aspen, and other trees.”</p> <p>“It’s not over burdensome, it’s okay that the Town can’t enforce today as long as there are plans to enforce in the future.”</p> <p>“Against regulations that won’t/can’t be enforced.”</p> <p>“QWEL certification is too restrictive, variety of ways to achieve irrigation conservation. Drip is best. 90% of current installs are drip. Better design principles result in more water efficient landscapes, focus on the design. Include xeric design principles not just plant lists. Adding the water usage would cost \$200-300 extra, not a</p>

	<p>big deal.”</p> <p>“It’s important to do this now even though the Town doesn’t have advanced metering infrastructure in place. Good to start doing it so people are aware of their proposed water usage.”</p>
Require geotechnical report at the planning stage for development or disturbance on steep slopes.	<p>“Makes sense. Would head off a lot of problems by doing this earlier in the process.”</p> <p>“Soils reports shouldn’t be required until structural building design. Site planning isn’t based on soils type.”</p> <p>“Might protect developer from future unknowns but belongs in the Building Permit phase not planning.”</p>
Modify drainage plan requirement to include design standards (as pulled from CDOT and CDPHE) or professional best practices, or as approved by the Town Engineer.	<p>“It would be nice to have a good reference as long as it’s not overly complex.”</p> <p>“How much cost would this add to development/construction? A caveat would be nice if the development is a certain distance away from a waterbody.”</p> <p>“500 square foot permit requirement should be requirement for regrading/earthwork not simple landscaping. Could be helpful so that people are reminded to call for locates, make sure they’re not in the ROW, etc. Should be administrative review.”</p> <p>“500 square foot requirement seems like a reasonable way to regulate site disturbance without building permits. The Boneyard is a blatant disregard for the Town’s own erosion control standards.”</p>
Add screened topsoil to a minimum depth of 3” in areas disturbed by construction and add language about screen size – revise language to match Summit County CSU guidelines.	<p>“This is standard.”</p>
Add disturbance and mitigation plan requirements for soil disturbance within the wetland and waterbody setback in cases where a variance is issued.	<p>“This is just best practices for revegetation and erosion control.”</p> <p>“Setbacks shouldn’t require mitigation, just a plan for revegetation and regrading.”</p> <p>“Apply consistent wetland requirements and match neighboring jurisdictions. Make the Town’s definitions match Army Corps and don’t count drainage ditches as waterbodies.”</p>

	<p>“This is reasonable.”</p> <p>“Would like to have some requirements or a way to help mitigate groundwater issues in older houses.”</p>
Create mitigation requirements for wetland disturbances similar to the County’s requirements: 1:1 onsite mitigation requirement, 2:1 offsite mitigation if onsite is not an option, or a fee in lieu for 2:1 replacement for conversion to public domain.	<p>“The County example is okay for setback mitigation requirement and definition should match the Corps definition. No mitigation should be required for ditches.”</p> <p>“It isn’t easy to find locations for offsite mitigation, the fee in lieu option would be great so the Town can help with mitigation.”</p>
Waste Diversion	
Suggested Change	Stakeholder Feedback
Require equal space for refuse and recycling.	<p>“Equal space looks good, the Town should try to address access and address existing areas.”</p> <p>“Dumpsters with a roof should be the norm. Makes it easier to use and maintain in the winter and is wildlife proof. Older properties should be retrofitted.”</p> <p>“Nicer looking enclosures are better, incorporate into larger structure if possible and equal space is good. Dumpsters should be required for multi-family projects.”</p> <p>“Better enclosures should be required for multi-family and commercial. Leave it to building management to figure out space requirements for recycling and refuse. Compost is still a work in progress in Summit County, needs more study and discussion.”</p>
Require wildlife proof containers for outdoor trash storage.	<p>“This is reasonable.”</p> <p>“Roofs used to be required, but not enough space was being left inside enclosure, wants to make sure that doesn’t happen in the future and we should try to address the existing structures.”</p> <p>“The Town should require roof enclosures – wildlife proof by design.”</p>
Solar Readiness	
Suggested Change	Stakeholder Feedback
Define large scale solar facility in definitions section (facility over 0.5 acres in size) and add to the definition for Public Utilities and Facilities. Add to use table as a use under Public Facilities to be conditional in all zone	<p>**Town staff received input from solar installers for the suggested changes. The feedback received from developers was that if these changes had already been vetted by solar installers, the developers were in</p>

districts and permitted in Public Facilities. Create new section (5.2.14) for large scale solar facility's 'use specific standards' should include description, setback requirements, lot coverage exemption, screening and revegetation requirements.	agreement with the proposed changes.
Increase the height limit of ground-mounted solar from 5 feet to 25 feet in appropriate zone districts, such as the Light Industrial or Public Facilities Districts.	
Exempt roof-mounted solar from building height limits, include building standards from Fort Collins.	
Delete "Solar energy facilities shall not exceed the greater of one-half of the footprint of the principal structure" (180-5.3.3.C).	
Add ground-mounted solar to the list of exemptions in the Lot Coverage Definitions.	

Financial Impact: The code revisions would be completed by staff with legal oversight provided by the Town Attorney. No direct financial impacts to the Town are anticipated; there may be increases in construction costs, some of which may be offset by increased property values and reduced utility expenses.

Alignment with Strategic Plan: Updating the UDC Code will support the implementation of the Climate Action Plan and Water Efficiency Plan. Both of these items are Town Council's 2019-2020 Sustainable Environment Strategic Priority. Additionally, in the 2019-2020 Town Council Strategic Plan, an identified goal was to obtain a SolSmart Silver designation. The solar readiness land use code updates are based upon SolSmart's recommendations and incorporation of these codes would help achieve Town Council's SolSmart goal.

Environmental Sustainability: The proposed revisions to the UDC are based on recommendations from the community working group and were identified to bring the UDC into compliance with the new SSBC as well as support better sustainability practices in the areas listed above.

Staff Recommendation: Staff would like Town Council to review and provide direction on these proposed UDC revisions. After incorporating Town Council's responses, staff will proceed with drafting code language to present to the Planning Commission for further review. Following a recommendation from the Planning Commission, the Code Amendments will be set for Town Council hearings to consider adoption.

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

Don Reimer, Community Development Director
Bonnie Moinet, Finance Director
Nancy Kerry, Town Manager



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE, PUBLIC WORKS DIRECTOR
RE: WEST MAIN FIBER OPTIC CONDUIT FUNDING REQUEST
DATE: SEPTEMBER 8, 2020

Summary and Background: In early July, Public Works staff met with Comcast engineers to discuss right of way permit requirements for their project of installing a new fiber optic line from behind Town Hall, then south to Main Street then west to the Summit Daily building on West Main, which is a total distance of approximately 2000 feet (please see attached map). At that time we discussed with them the Town's "Dig Once" Ordinance # 20-02 (copy of Ordinance 20-02 attached) and informed them that the Town would be invoking this ordinance with this project. We then requested an estimate of what it would cost the Town to install 2 – 2 inch conduits while they were installing their line and we finally received their estimate on September 2nd.

Analysis: By invoking the provisions of Ordinance 20-02 as it relates to this project, the Town has the opportunity to have approximately 2000 feet of dual conduits installed from Town Hall to just about the far end of West Main for a substantial cost savings as compared to a stand alone Town project. The estimate we received was for a cost of \$30 per foot for both 2-inch conduits for a total cost of approximately \$60,000 (please see attached estimate). If the Town was to do this as a stand alone project, Public Works estimates a cost of around \$120,000 - \$150,000. This amount of savings is precisely why the Town Council so wisely adopted Ordinance 20-02 back in February.

Financial Impact: Should the Council approve this project, it will have an impact to the Capital Improvements Fund of \$60,000. These funds were not budgeted for in the 2020 Budget and there is no line item for this type of work. However, with the reductions of expenses made in the Capital Improvements Fund due to the uncertainties of COVID-19, staff feels comfortable that this project will have very minimal impact on the budget should Council approve. Staff would also like to request that Council approve the creation of a new line item in the Capital Improvements Fund for future conduit installations as they arise. Any funding put in this line item would be of a placeholder nature in case more opportunities like this should arise.

Alignment with Strategic Plan: This request aligns with the Quality Core Services, Thriving Economy and Inclusive Community sections of the Strategic Plan by insuring a high speed broadband communications system can be installed in the Town over time and with fiscally responsible spending.

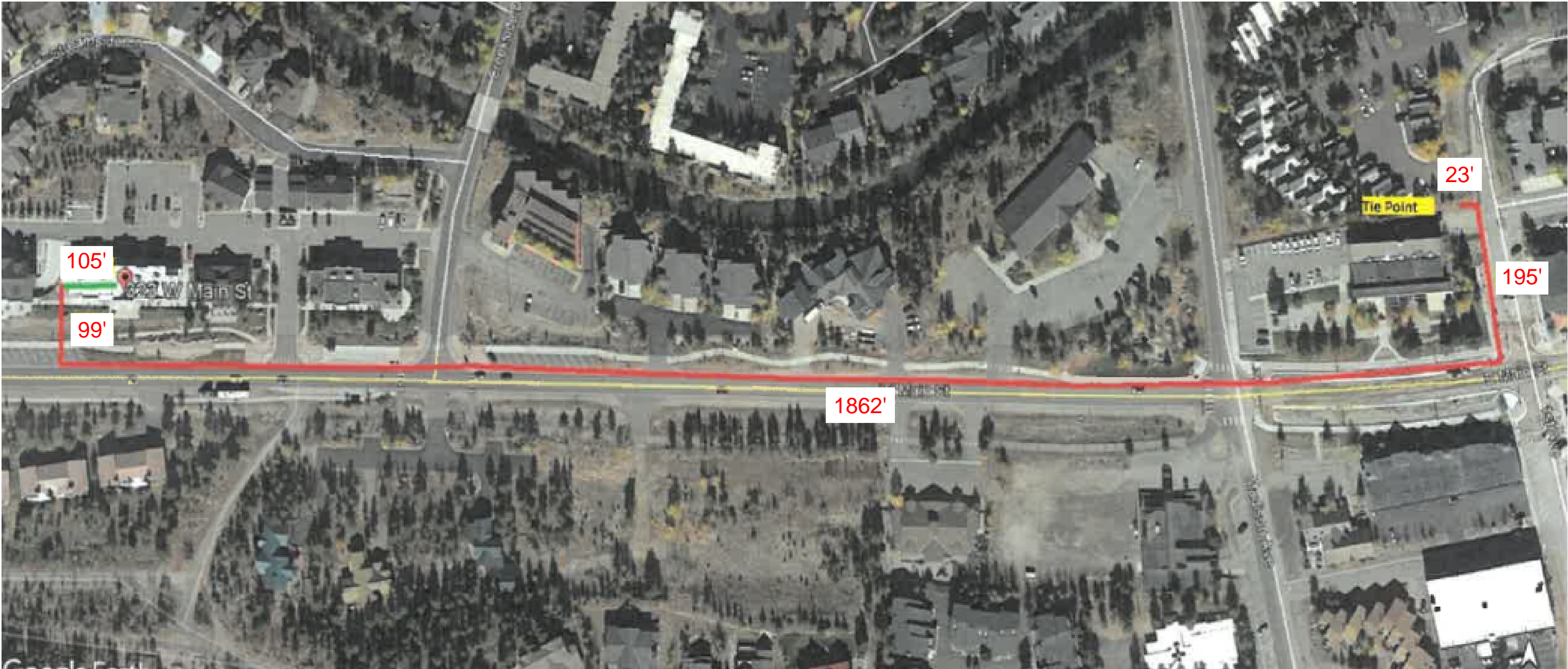
Staff Recommendation: Based on the information contained in this report, it is recommended the Town Council approve funding this project by authorizing up to \$60,000 to be allocated from the Capital Improvement Fund and to direct staff to create a new line item in the Capital Improvements Fund for possible future “Dig Once” projects as they arise. Funding amounts in this new line item will be determined during each year’s budget process and will be a placeholder only unless and until an opportunity arises.

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

Bonnie Moinet, Finance Director
Nancy Kerry, Town Manager



FIBER CONDUIT INSTALLATION



Gios Excavations

7031 Holly st
Commerce city CO 80022
720-909-1977

Quote for Town c

Town of Frisco
1 main st
Frisco, CO 80443

Description

2-2 inch conduits	\$30.00 a foot
trace wire included	
2 vaults provided by the town	

Notes:

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 20-02**

AN ORDINANCE AMENDING CHAPTER 155 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING STREETS AND PUBLIC WAYS, BY AMENDING ARTICLE II THEREOF, CONCERNING UTILITY INSTALLATIONS, TO GIVE THE TOWN THE ABILITY TO PROVIDE FOR THE CONSTRUCTION OF COMMUNICATIONS CONDUITS IN CONNECTION WITH THE EXCAVATION OF PUBLIC WAYS FOR UTILITY PURPOSES, OR THE CONSTRUCTION OF NEW STREETS.

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

WHEREAS, the purpose of Article II of Chapter 155 of the Code of Ordinances of the Town of Frisco is to provide principles and procedures for the permitting and coordination of construction excavation within public ways within the Town, and to protect the integrity of the Town's public ways and street system, while accommodating the need for public utilities and other similar uses of public ways; and

WHEREAS, the Town Council desires to promote cooperation among the Town and applicants to the Town for the excavation and occupation of the public ways, and work therein, in order to: (i) eliminate duplication that is wasteful, unnecessary or unsightly; (ii) lower the Town's costs of providing services to the public, and (iii) minimize the number of excavations that occur in the Town's public ways.

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

Section 1. Article II of Chapter 155 of the Frisco Town Code, concerning utility installations, is hereby amended to read as follows:

**ARTICLE II
UTILITY INSTALLATIONS**

§155-11. Purpose.

The purpose of this article is to provide a means for the Town to grant consent to the use of its public ways for the installation of utilities and other improvements along, through, in, upon, under or over the public ways within the incorporated limits of the Town, and to allow the Town to provide for communications conduits in connection with the installation and maintenance of utilities in public ways by third parties, and to require the installation of communications conduits in connection with the paving of new or existing public ways.

§ 155-12. Exemption.

Except as otherwise expressly set forth in this article. Utility installations by the Town of Frisco and the Frisco Sanitation District shall be exempt from the provisions of this article.

§ 155-13. Definitions.

As used in this Article, the following terms shall have the meanings indicated:

CONDUIT means a single enclosed raceway, pipe or canal for cables, fiber optics or other wires.

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

DIRECT COST means all necessary and usual costs associated with the placement of conduits as determined and approved by the Town Manager.

PERSON means any individual, firm, company, corporation, district, private or governmental entity of any kind, whether or not a public utility.

PUBLIC WAY means any street, roadway, way, place, alley, sidewalk, pathway, bridge, viaduct, easement, park, square, plaza, and any Town owned right-of-way or other public property owned or controlled by the Town and dedicated to public use or reserved for future use by the public, within the Town of Frisco, in which utility installations may be made, or that may be paved for vehicular travel.

TOWN MANAGER means the Town Manager of the Town of Frisco, or his or her authorized representative.

UTILITY INSTALLATION or UTILITY means any and all facilities, including without limitation, plants, works, systems, lines, equipment, pipes, wires, antennas, satellite or other dishes, transmitters or receptors, mains, and meters, belonging to any person, other than the Town of Frisco, which are used or designed to provide telephone, telegraph, telecommunications, electric, gas, cable television, water, sewer, or any other similar service to any person, whether or not considered a "public utility" as that term may be defined by Colorado statute, and which are located or proposed to be located in any public way within the Town of Frisco. Notwithstanding the foregoing, "utility installation" or "utility" shall not include any utility service line connected to a transmitter or main, and designed to serve an individual structure.

§ 155-14. Review and Approval of Design and Construction Required; Requirements Related to Conduits.

A. Unless otherwise provided by franchise agreement or contract with the Town, no person shall locate, relocate or replace any utility installation in any public way, until three (3) copies of the plans and specifications for such installations have been submitted to and approved by the Town. Such plans and specifications, prepared and signed by an engineer registered in the State of Colorado, shall disclose the nature, extent, location, depth or height, and materials to be used for the proposed utility installation within the public way, shall indicate the timing and duration of the planned construction activity, and shall contain such additional information as the Town Manager may reasonably require. The Town Manager may, in the exercise of his discretion, waive the requirement that the plans be signed by a registered engineer, where the proposed utility installation is simple in nature and does not require engineering design.

B. All utility installations in public ways shall be designed so as not to interfere with the Town's water mains, street or path improvements and paving, drainage structures, or other municipal or utility uses within the public way, or to the extent such interference is unavoidable, the plans and specifications submitted shall include provisions for minimizing such interference and for restoring any disturbance to public or private property caused by the installation, at the expense of the person proposing the installation. ~~The Town Manager may require that proposed utility installations be coordinated with Town street improvement programs or other public improvements or utility installations planned by the Town or other persons providing utility service within the Town.~~

C. The Town Manager may require that proposed utility installations be coordinated with Town street improvement programs or other public improvements or utility installations planned by the Town or other persons providing utility service within the Town. The Town Manager may require that conduit be installed in the same or an adjacent location that the permittee proposes for excavation and, if so required, the permittee shall coordinate with the Town and facilitate the installation of the Town's conduit. The direct cost of installing the Town's conduit will be paid by the Town. No permittee shall be required to serve as a financial pass-through from the Town to a contractor installing the Town's conduit.

D. The intent of this subsection is to provide for the construction of infrastructure sufficient to allow broadband communications entities desiring to deploy facilities in the future to do so by pulling the same through the conduit and appurtenances installed pursuant to this subsection and without excavating within the public ways. This subsection is not intended to require owners of broadband facilities or other conduit to install additional ducts or conduit in existing public ways; rather, it is intended to require those constructing public streets, including the Town and developers, to provide and install such conduit and appurtenances as may be necessary to accommodate future broadband needs within the public ways without further excavation.

1. Whenever any new public street is constructed, whether by the Town as a public works project or by a developer or other private party in conjunction with development, the following shall be required:
 - i. For all new collector streets or major arterial streets, as defined in the Town's Minimum Street Design and Access Criteria, as amended, a minimum of two 4" conduits shall be installed by and at the sole cost of the party constructing the street; provided however that at the discretion of the Town Manager, the number and size of the conduit and spacing of pull boxes may be modified to address the reasonably known plans and/or demand for broadband capacity in these locations. If determined that additional conduits are required, the Town shall determine and pay the direct costs resulting from such additional conduits.
 - ii. For all other new streets, a minimum of two 2" conduits shall be installed by and at the sole cost of the party constructing the street; provided however that at the discretion of the Town Manager, the number and size of the conduit and spacing of pull boxes may be modified to address the reasonably known plans and/or demand for broadband capacity in these locations. If determined that additional conduits are required, the Town shall determine and pay the direct costs resulting from such additional conduits.
 - iii. In addition to installing conduit, the party constructing the street will be required to install such vaults and other appurtenances as may be necessary to accommodate installation and connection of broadband facilities within the conduit.
 - iv. All construction and installation shall be accomplished according to construction standards adopted by the Town. The construction standards shall be adopted with due consideration given to existing and anticipated technologies and consistent with industry standards.

- v. All facilities installed by developers or other private parties pursuant to this section shall be conveyed and dedicated to the Town with the dedication and conveyance of the public street and/or way.

The Town reserves the right to charge reasonable fees for the use of conduit installed pursuant to this subsection, to the extent consistent with and as limited by federal and state laws.

~~GE.~~ The Town Manager shall review said plans and specifications for compliance with the requirements of this article and any other applicable regulations or requirements of the Town. The Town Manager may approve the plans as submitted, approve the plans with modifications, or deny the plans for any utility installation if such installation does not comply with such requirements or where necessary to protect the public health, safety or welfare of the citizens of the Town. In approving any plans for a utility installation, the Town Manager may impose any reasonable conditions to ensure that the utility installation complies with the applicable requirements of the Town or where necessary to protect the public health, safety or welfare of the citizens of the Town. The Town Manager shall provide written notice of the approval, conditional approval or denial of any proposed utility installation, to the person seeking such approval.

~~DE.~~ Any person aggrieved by the decision of an authorized representative of the Town Manager may appeal the same to the Town Manager, by filing such an appeal, in writing, with the Town Manager or such authorized representative not later than ten (10) calendar days from the date of the decision. The Town Manager may reverse or affirm, wholly or partly, or may modify or condition the authorized representative's decision, after consideration of the requirements of this article and all other applicable regulations and requirements of the Town.

~~EG.~~ All utility installations shall be underground, unless specifically exempted by the Town Council, which shall grant such exemption only in cases of extraordinary or exceptional physical conditions making the placement of such utility installations underground economically infeasible.

~~FH.~~ All utility installations in public ways shall conform to the approved plans and specifications therefor and any conditions imposed by the Town. Upon completion of construction, the person installing such utility shall provide to the Town three (3) copies of as built plans, showing final location and construction details. Any material changes to the approved plans and specifications, as determined by the Town Manager, may be made only after obtaining the Town's approval in the manner provided in this article.

§ 155-15. Fees.

A. Application fees. All applications for review of proposed utility installations pursuant to this article shall be accompanied by payment of an application fee payable to the Town, which fee is intended to help defray the expense of the Town in administering the provisions of this article. The Town Manager shall from time to time determine the cost of performing the administrative services required by this article and, on the basis of such historic costs and estimations, shall promulgate a schedule of fees for the performance of administrative services. Any schedule of fees promulgated by the Town Manager shall be effective immediately upon filing with the Town Clerk and shall be available for public inspection in the office of the Town Clerk and the office of the Town Manager.

B. Other fees. Any person seeking to place a utility installation in a public way shall be required to pay to the Town certain Town costs associated with said utility installation, including without limitation, legal and engineering fees for review and consultation incurred by the Town. The

procedure for payment of such fees shall be the same as that provided in § 180-31, subparagraph D4, of the Code.

C. Occupation fees. Unless otherwise preempted by state or federal law, the Town Council is hereby authorized to provide, by resolution, for the levy of a fee for the occupation by utility installations of the public ways, provided that any such occupation fee be uniformly applied to all utility installations occupying the public ways, and provided that said occupation fee be reasonably related either to the cost to the Town of such occupation, or to the value of such occupation.

§ 155-16. Relocation of Facilities.

A. When required by the Town Manager due to the construction, installation, relocation, repair or improvement of streets, pedestrian or bicycle paths or ways, street lighting, drainage structures, water mains, or other utilities or public improvements, or for other reasons of public health, safety or welfare, the owner of a utility installation in any public way shall, at such owner's expense, protect, support, temporarily disconnect, or relocate within or outside such public way the said owner's utility installation or portions thereof as directed by the Town. Such required action shall be taken promptly upon notification from the Town Manager and shall be completed within a reasonable time, as determined by the Town Manager.

Section 2. Effective Date. This ordinance shall become effective in accordance with the home-rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING
ORDERED THIS 11TH DAY OF FEBRUARY, 2020.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED
THIS 25TH DAY OF FEBRUARY, 2020.

TOWN OF FRISCO, COLORADO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC,
Town Clerk