

**THE APRIL 28, 2020 COUNCIL PACKET MAY BE VIEWED
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April 28, 2020 Town Council Meeting

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**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
APRIL 28, 2020
4:00PM**

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

Call to Order:

Gary Wilkinson, Mayor

Roll Call:

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

Public Comments:

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

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

Mayor and Council Comments:

Staff Updates:

Consent Agenda:

Minutes April 14, 2020 Meeting
Warrant List
Purchasing Cards
Home Rule Charter Review – Chapter 65, Building Construction
Revocable License 311 Frisco Street

Recognition:

Outgoing Mayor Gary Wilkinson and Council Member Deborah Shaner

Swearing In:

Mayor and Council Members

Adjourn:

Call to Order:

Hunter Mortensen, Mayor

Roll Call:

Hunter Mortensen, Andrew Aerenon, Jessica Burley, Daniel Fallon, Andy Held, Rick Ihnken, and Melissa Sherburne

Appointment:

Appoint Mayor Pro-Tem

New Business:

Agenda Item #1: Council Orientation 1: (A) Ethics in Government & (B) Quasi Judicial Decision Making STAFF: THAD RENAUD 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: New Beer and Wine Liquor License – Snowy Peaks LLC dba Colisco Wearables STAFF: DEBORAH WOHLMUTH 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #3: Resolution 20-14, a Resolution for the Award of Contract for the Construction of Phase Three of the Alley Paving Project to Columbine Hills Concrete, Inc. of Silverthorne, Colorado STAFF: JEFF GOBLE 1) MAYOR OPENS PUBLIC

HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #4: Resolution 20-15, a Resolution for the Award of Contract for the Milling and Asphalt Overlay of Windflower Lane and Belford Street Project to Columbine Hills Concrete, Inc. of Silverthorne Colorado STAFF: JEFF GOBLE 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #5: Discussion and Possible Amendment to Resolution 20-11 Establishing Economic Relief Programs STAFF: NANCY KERRY 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #6: COVID-19 Update STAFF: NANCY KERRY 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Adjourn:



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DON REIMER, DIRECTOR
RE: COMMUNITY DEVELOPMENT DEPARTMENT REPORT
DATE: APRIL 28, 2020

Department Updates: As with all Town staff and the members of the Community, the past month has been a challenging time for the Community Development Team, primarily working remotely since March 16. Staff members have taken on new roles in finding ways to assist community members and businesses weather the shutdown, including participating on the Town Strategic Economic Response Team, the Housing Rental Assistance program being administered through FIRC, the Town Business Assistance grant program, and pursuing various federal and state grants which may be available to assist the community in recovery from the public health shutdown orders.

At the same time, CDD Staff has continued to perform the permit and plan reviews, and inspections necessary to allow the construction sector of our economy to continue to function. Community Development has been moving towards taking more electronic submittals, and this closure has accelerated that process.

Finally, we are pleased to welcome Gilly Plog as our Environmental Programs Coordinator. Gilly was most recently employed at the Department of Energy in Washington DC, and her first day of work with the Town was April 1. She was immediately re-purposed into investigating grant opportunities; however she has been able to start working on her Environmental role over the course of the past week. We are thrilled to have her on board; please feel free to give her a call or e-mail to welcome her, or drop in once we are all back in Town Hall again.

Progress on Strategic Plan Priority Goals: Community Development continued work on several of the Council's strategic plan goals, including:

- Inclusive Community
 - CDOT Property Development – an agreement between the Town and CDOT was approved by Council at the April 14 meeting. The next step will be development of a Request for Proposals (RFP) to begin developing housing options for the site.
 - Granite Street redesign – RFP issued February 12; 7 proposals received by the due date on March 11. This project has been placed on hold as a result of the coronavirus public health shutdown.
 - Historic Inventory - the inventory is nearly complete. The public meeting originally scheduled for March 26 has been rescheduled to be a virtual meeting on May 6.

- Thriving Economy
 - Main Street Master Plan - RFP issued February 12; 11 proposals received by the due date on March 11. This project has been placed on hold as a result of the coronavirus public health shutdown.
 - Short-term Rental Regulations – working with Finance on permitting, enforcement, and evaluating regulations. Minor ordinance amendment proposed to streamline renewal process approved on second reading on March 24.

- Sustainable Environment
 - Climate Action Plan – Sustainable Building Code adoption approved by Town Council on 2nd reading on April 14.

- Vibrant Recreation
 - Neighborhood Parks – Design approved and contract awarded for restrooms at Walter Byron Park; construction is to begin April 27. Contract for playground equipment is on Council agenda for May 12.

- Quality Core Services
 - Enhance Department core services – continuing implementation of Community Core permitting software, and digital archiving of historic files.

Planning Division Summary for the month of March:

Administrative review applications approved: 11

Applicant / Address	Application Type	Description
Lisa Ton 416 Main Street, Unit 8	Sign Permit	Colisco Outlet
Terry Katon 105 Miners Creek Road	Administrative Site Plan	Deck and Hot Tub
Renewal by Andersen 307 South 4th Avenue	Administrative Site Plan	Window Replacements
House of Signs 745 Ten Mile Drive	Sign Permit	Aquamarine Laundromat (new business)
Will Sequino 409 East Main Street, 202	Banner Permit	Tocko (new business, replacing Clubhouse)
DaVinci Signs 223 Lusher Court	Sign Permit	Epic Mountain Gear
Summit County Arts Council 101 East Main Street, Unit 107	Banner Permit	Arts Alive! Gallery (new business)
Michael Blea 182 Lusher Court	Minor Site Plan	Outer Range Brewery Walk-In Cold Storage Unit
Jennifer Bettridge 135 Rose Crown Circle	Administrative Site Plan	Hot Tub
Joanne Hanson 101 East Main Street, Unit C107	Sign Permit	Arts Alive! Gallery (new business)
Joanne Hanson 101 East Main Street	Sign Permit	Modify Master Sign Plan for the Frisco Main Street Commons

Planning Commission: The Planning Commission did not hold meetings April 2 or April 16, 2020. Next meeting is May 7, 2020 to consider a sketch plan for a multi-family residential development (9 units) at 317 Granite.

Building Division Summary for the month of March:

- Permits issued included:
 - Building Permits: 8
 - Plumbing & Mechanical Permits: 10
 - Electrical Permits (issued by Summit County): 0
 - Solar Permits: 0
- Valuation of permits issued: \$1,667,812
- Inspections performed: 75
- Rapid Review applications: 3
- Certificates of Completion / Certificates of Occupancy issued: 4
 - Significant projects completed include:
 - 205 South 2nd Avenue - Woodhaven Townhomes, Unit #1, new townhome
 - 209 South 2nd Avenue - Woodhaven Townhomes, Unit #3, new townhome
 - 821 Pitkin Street - Coyote Village Townhome, Unit 1, new garage
 - 182 Lusher Court - Outer Range Brewing Company, expansion/tenant finish

As noted above, Town Hall effectively closed to public access on Friday March 13, 2020. For the first two weeks following the closure, the Town did not perform building inspections; however building permit applications were submitted and reviewed electronically.

On March 26, in coordination with the Town of Breckenridge and Summit County Building Departments, staff finalized a plan for conducting inspections that received approval from Summit County Public Health. This plan requires that prior to any inspections being performed on any job site, that a job site safety plan must first be approved to ensure the safety of workers on the site as well as safety of Town staff doing inspections. Each individual job site safety plan is required to address worker screening, separation, and site sanitation with the intention of minimizing potential spread of the coronavirus. As of April 20, the Building Department had approved job site safety plans for 16 jobsites within the Town.

This time of the year is typically a slow time for building permitting and inspections; however activity has been somewhat impacted as a result of public health closures. The closures went into effect on March 16, 2020, over one month ago. As a comparison between 2019 and 2020 for the period of March 15 - April 15:

	March 15, 2019 through April 15, 2019	March 15, 2020 through April 15, 2020
Planning Permit Applications Rec'd	13	11
Building/Plumbing/Mech Permit Applications Rec'd	136*	16
Permits Issued		
Planning Permits Issued	13	11
Building/Plumbing/Mech Permits Issued	106 **	9
Inspections		
Inspections	147	79

*Includes Prospect Point Re-Roofs (40 permits)
 Mountainside Water Heaters (35 permits)
 Lakeview Terrace Decks/Windows (24 permits)

** Includes Prospect Point Re-Roofs (40 permits)
 Mountainside Water Heaters (35 permits)

Discounting the bulk multiple permit applications for the three large projects from 2019, building permit applications and building inspections performed are down approximately 50% from the same time period last year. There are a number of likely factors; staff will continue monitor these trends. However, based on conversations with the building community, we do anticipate that construction activities will continue at levels similar to prior years in the coming months.

Front Desk Activities for the month of March:

Phone calls and walk-in customers served: 240*

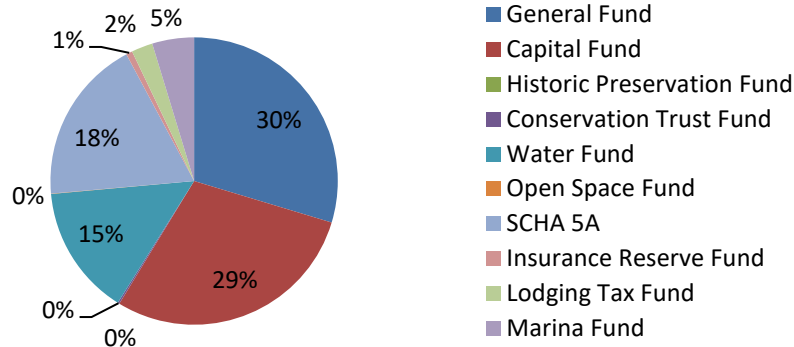
*Note: COVID-19 Town Hall Closure as of 5:00PM on 3/13/2020

**FINANCE REPORT - CASH POSITION
MARCH 2020**

LEDGER BALANCES:

General Fund	\$8,853,564.85
Capital Fund	\$8,670,715.53
Historic Preservation Fund	\$1,017.60
Conservation Trust Fund	\$58,355.29
Water Fund	\$4,370,369.02
Open Space Fund	\$12,452.62
SCHA 5A	\$5,545,670.81
Insurance Reserve Fund	\$210,959.00
Lodging Tax Fund	\$716,211.04
Marina Fund	\$1,405,405.43
TOTAL	\$29,844,721.19

Cash Percentage of Total Ledger

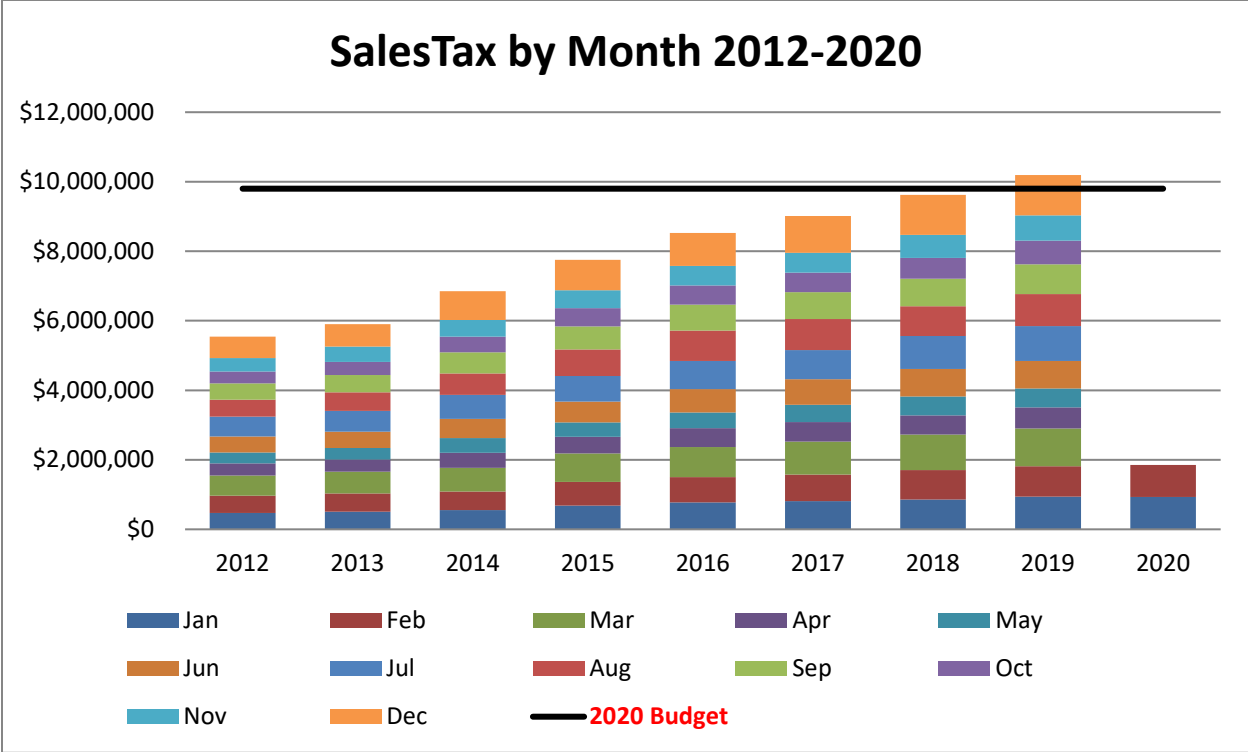


ALLOCATION OF FUNDS:

Wells Fargo Bank West NA - Operating Account Bank Balance	\$3,578,993.04
Wells Fargo Bank West NA - Payroll Account Bank Balance	(\$1,904.37)
Wells Fargo Bank West NA - Accounts Payable Bank Balance	(\$81,767.73)
DIT Cash Clearing Account	\$3,127.27
Colotrust Plus	\$14,815,809.23
CSAFE	\$1,439,389.15
CSIP	\$2,499,662.59
Solera National Bank Savings	\$1,395,292.47
Alpine Bank CD	\$272,532.21
FirstBank CD	\$272,604.22
Wells Fargo CD	\$2,533.73
Flatirons Bank CD	\$240,000.00
Western States Bank CD	\$241,391.34
SIGMA Securities	\$1,712,464.83
McCook National Bank CD	\$250,000.00
Mountain View Bank of Commerce CD	\$240,000.00
Mutual Securities	\$1,223,600.80
ProEquities	\$1,740,993.41
TOTAL	\$29,844,722.19

TREASURER'S REPORT
FUND SUMMARIES - MARCH 2020

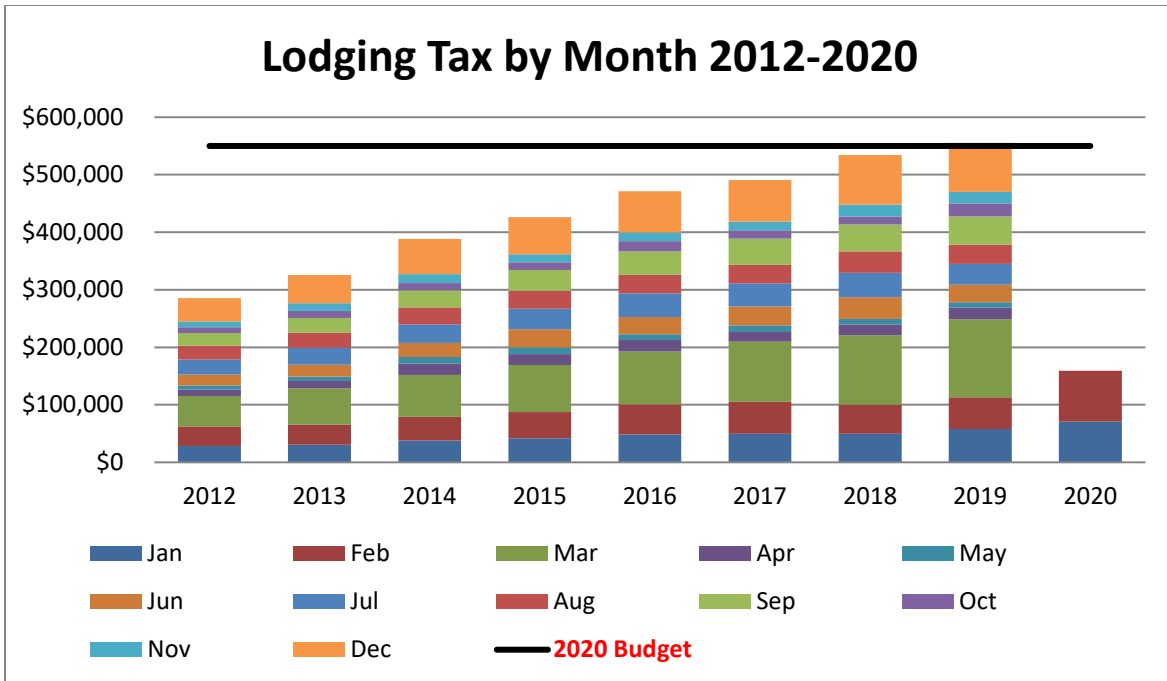
Department	2020 Budget	Year to Date	% of Budget
General Fund:			
Revenues	\$15,327,368	\$3,098,390	20.2%
Expenditures	\$14,650,383	\$3,016,128	20.6%
Capital Fund:			
Revenues	\$2,800,177	\$402,912	14.4%
Expenditures	\$8,310,768	\$229,371	2.8%
Historic Preservation Fund:			
Revenues	\$10	\$5	45.0%
Expenditures	\$0	\$0	0.0%
Conservation Trust Fund:			
Revenues	\$30,000	\$8,068	26.9%
Expenditures	\$45,000	\$0	0.0%
Water Fund:			
Revenues	\$1,679,000	\$823,139	49.0%
Expenditures	\$2,126,354	\$139,567	6.6%
Open Space Fund:			
Revenues	\$250	\$55	22.0%
Expenditures	\$0	\$0	0.0%
SCHA 5A Fund:			
Revenues	\$1,585,320	\$314,697	19.9%
Expenditures	\$2,974,858	\$67,091	2.3%
Insurance Reserve Fund:			
Revenues	\$3,500	\$931	26.6%
Expenditures	\$65,000	\$0	0.0%
Lodging Tax Fund:			
Revenues	\$601,700	\$162,753	27.0%
Expenditures	\$595,155	\$65,428	11.0%
Marina Fund			
Revenues	\$1,580,200	\$414,786	26.2%
Expenditures	\$2,966,802	\$351,404	11.8%
25% OF THE FISCAL YEAR HAS ELAPSED			



Year-to-date through February is up 1.876% or \$34,012 compared to Y-T-D 2019. The actual year to date dollar amount through February is \$1,852,760 compared to \$1,818,748 through February of 2019. For the month of February sales taxes are up 5.04% or \$44,044 compared to February of 2019.

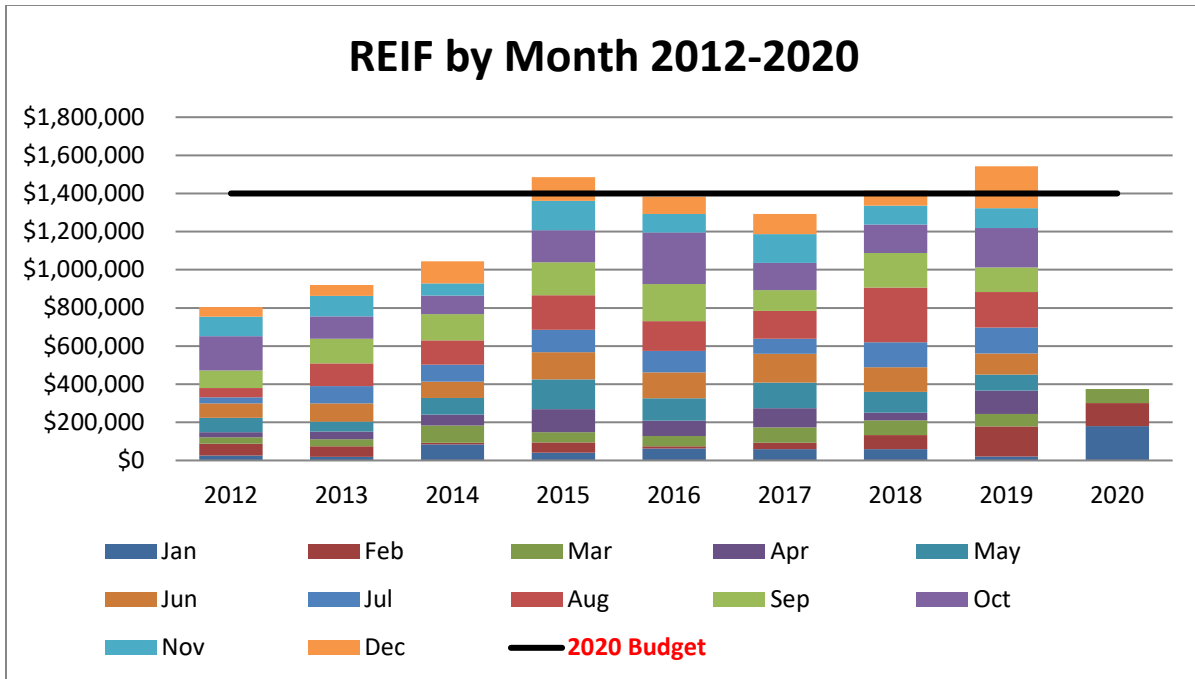
Ten out of seventeen categories showed growth in February of 2020 over February of 2019 with retail-general and vacation rentals leading in terms of dollars. Having short term rentals in compliance and remitting sales tax is really starting to show how much short term rentals compete with hotels and inns. The biggest decrease this month was in the marijuana category but that can be contributed to a filer remitting late and their February returns not showing up until April.

All in all our economy was really off to a great start in the first two months of the year. Unfortunately, with COVID-19 pandemic, staff is not anticipating hitting budgeted numbers for the year. We will continue to monitor this revenue stream and make adjustments in the months to come.



Year-to-date through February is up 40.93% or \$46,168 compared to Y-T-D 2019. The actual year to date dollar amount through February is \$158,976 compared to \$112,808 through February 2019. For the month of February lodging taxes are up 60.95% or \$33,410 compared to February of 2019.

For the first two months of the year lodging tax has shown significant increases over 2019. This is most likely due to many short term rentals coming into compliance and remitting taxes. Unfortunately, staff is expecting a huge decrease in lodging taxes in the upcoming months due to COVID-19. Staff will continue to monitor this revenue stream and will make adjustments as needed.



Year-to-date through March is up 54.46% or \$123,267 compared to Y-T-D 2019. The actual year-to date dollar amount is \$375,492 compared to \$243,093 Y-T-D 2019. For the month of March REIF taxes were up 13.98% or \$9131 compared to March of 2019.

The first quarter of 2020 was our highest grossing REIF month on record. Unfortunately, staff predicts a drop in the real estate market due to COVID-19. Staff will continue to monitor this revenue stream and make adjustments in the months to come.

FRISCO REIF REPORT MARCH 2020		
SELLER'S LAST NAME	BUYER'S LAST NAME AND ADDRESS	REIF AMOUNT
STROTHMANN	725 MEADOW CREEK UNIT G LLC, 725 MEADOW CREEK, UNIT G	0.00
RUSSELL	PALMINTERI, 901 FRISCO STREET, UNIT D	6275.00
HULL	MULTIPLIED RESOURCES LLC, 1001 9000 DIVIDE ROAD, UNIT 101	2500.00
RIEDLIN	RIEDLIN, 1501 POINT DRIVE, UNIT C206	0.00
SRYGLEY	ABRAHAM, 726 MEADOW CREEK, UNIT B	5540.00
LITTLE BIG DOG LLC	JENNINGS/BOGOSLAWSKY, 209 S 2ND AVE	12650.00
OGREN	JOHNSON, 520 BILLS RANCH ROAD, UNIT 273	5125.00
CHICONE	NEWCOMER, 100 BASECAMP WAY, UNIT 218	0.00
COFFEY	COFFEY, 315 FRISCO STREET, UNIT 205	0.00
DUDLEY	PTOLEMY/CORWIN, 801 LAKEPOINT DRIVE, UNIT B16	6080.00
MCMANUS/COLE	FIRESTONE, 51 W MAIN STREET, UNIT A	8300.00
LAEWOOD PROPERTIES LTD	MILLER, TBD N 4TH AVE	1695.00
CURRIER	LAKWOOD PROPERTIES LTD, 23-24 BLOCK D TOWN OF FRISCO	0.00
LITTLE BIG DOG LLC	BROWN/RADETSKY, 205 S 2ND AVE	11800.00
FRISCO CONDO LLC	COOPER/LARMAN, 112 BEAVER LODGE ROAD, UNIT 201	7990.00
PHILLIPS	MCQUAY, 1650 LAKEVIEW TERRACE, 206E	6480.00
		\$74,435.00

ACTIVITY REPORT -MARCH, 2020

POLICE

MUNICIPAL COURT

	2020	2019
Property Stolen	\$8,623	\$29,430
Property Recovered	\$500	\$0
Animal Control		
Citations	1	3
Warning	6	6
Bar Checks	5	5
Business Checks	38	197
Assists	6	10
Parking Citations	1	0
Parking Warnings	13	
Traffic Citations	3	13
Traffic Warnings	52	76
Traffic Accidents (Total)	7	12
Public Streets	7	
Private Property	0	
Injury	4	
Open Buildings	0	1
Alarms	34	15
Calls for Service	400	553
Felony Arrests	0	2
Misdemeanor Arrests	6	7
DUI	2	
Domestic Violence	2	
Warrants	2	

	2020	2019
Total number of citations issued for this court date	29	27
Total number of violators due in court	0	15
Total number of violators in court	0	4
Deferred to trial:	0	0
Received Deferred Sentences:	0	0
Dismissed:	1	1
Guilty Pleas:	0	4
Guilty to Amended Charges:	0	3
Guilty from Trial:	0	0
Continued to following month:	0	0
Dismissed Prior to Court	0	0
Handled by Mail		
W/in 20 days for Point Reduction:	9	12
Outside of 20 days:	32	3
No Shows		
Warrants Issued:	0	0
Hold placed on Drivers License:	0	6
Filed Unpaid:	0	0

*Municipal Court rescheduled to June 17th due to COVID-19.

Town of Frisco - Monthly Sales Tax Report

Summary	2016	2017	2018	2019	2020	% Change	Change in \$
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	0		
April	539,616	559,937	550,119	613,059	0		
May	457,509	497,922	543,014	544,476	0		
June	663,968	733,640	787,731	788,866	0		
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	\$1,852,760	1.87%	\$ 34,012

* Totals include late penalties & interest...

Arts & Crafts	2016	2017	2018	2019	2020	% Change	Change in \$
January	648	318	163	254	965	279.92%	711
February	2,984	244	30	536	1,471	174.44%	935
March	703	784	1,776	1,935			
April	665	3,478	56	445			
May	638	277	147	393			
June	1,296	633	611	1,373			
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	\$2,436	208.35%	\$ 1,646

Automotive	2016	2017	2018	2019	2020	% Change	Change in \$
January	37,268	34,626	28,339	28,807	33,643	16.79%	4836
February	25,379	23,245	23,055	23,508	25,700	9.32%	2192
March	25,220	25,450	23,886	23,196			
April	28,611	23,487	23,770	32,247			
May	26,745	24,989	25,517	25,006			
June	27,009	31,874	28,383	25,726			
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	\$59,343	13.43%	\$ 7,028

Clothing	2016	2017	2018	2019	2020	% Change	Change in \$
January	7,316	8,757	12,634	10,974	8,683	-20.88%	(2291)
February	10,476	11,819	9,995	12,340	9,524	-22.82%	(2816)
March	11,576	16,478	14,832	17,297			
April	8,145	5,047	8,061	7,389			
May	6,956	11,026	10,686	8,576			
June	13,912	16,222	19,307	14,644			
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	\$18,207	-21.91%	\$ (5,107)

Gifts	2016	2017	2018	2019	2020	% Change	Change in \$
January	7,808	6,637	11,369	8,090	7,538	-6.82%	(552)
February	8,675	7,974	7,254	8,201	8,986	9.57%	785
March	11,213	11,591	11,813	11,806			
April	6,519	6,878	6,567	6,739			
May	5,376	5,058	6,240	5,637			
June	9,752	11,294	11,862	10,620			
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	\$16,524	1.43% \$ 233

<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	197,188	4.75%	8943
March	154,072	181,072	197,143	201,316			Safeway
April	119,076	142,933	130,291	136,680			
May	84,800	101,259	109,421	110,733			
June	106,376	119,132	147,908	143,192			
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	\$321,795	-14.74%	\$ (55,625)

<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	2,885	-4.57%	(138)
March	7,078	6,870	5,994	9,221			
April	3,769	3,851	4,237	2,649			
May	3,572	3,680	3,077	2,849			
June	5,849	6,018	6,437	7,759			
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	\$8,890	-5.64%	\$ (531)

<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	22,411	3.57%	772
March	24,373	25,798	28,089	17,201			
April	19,930	12,315	12,818	20,581			
May	20,545	20,607	18,783	17,500			
June	24,167	25,230	21,420	20,096			
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	\$50,809	-9.78%	\$ (5,510)

<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	36,205	32.14%	8806
March	25,375	41,251	37,378	45,890			
April	23,179	34,112	36,382	51,542			
May	32,369	41,625	58,853	48,507			
June	55,720	63,439	74,330	81,412			
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	\$76,672	12.10%	\$ 8,276

<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	68,003	-0.12%	(85)
March	66,762	67,259	78,498	79,531			
April	36,272	27,374	20,071	23,463			
May	15,644	15,695	14,470	24,586			
June	33,721	34,961	37,018	24,472			
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	\$129,760	-7.14% \$ (9,982)

<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	32,843	-10.54%	(3869)
March	36,457	38,847	42,443	43,026			
April	19,790	19,673	19,296	21,210			
May	16,886	17,900	19,858	18,356			
June	25,571	26,991	29,682	26,450			
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	\$69,475	-4.90%	\$ (3,579)

<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	19,955	-25.29%	(6754) Native Roots
March	25,726	28,648	29,899	29,390			
April	15,819	16,147	16,065	17,315			
May	10,559	11,489	12,648	13,022			
June	13,787	15,041	16,920	17,543			
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	\$52,128	-6.95%	\$ (3,892)

<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	5,561	59.80%	2081
March	3,316	3,862	3,882	4,815			
April	2,244	2,453	3,248	2,861			
May	2,400	3,104	3,188	3,407			
June	2,822	4,482	4,436	3,176			
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	\$11,594	47.41%	\$ 3,729

<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	51,175	9.67%	4511
March	50,045	53,565	59,541	63,482			
April	16,752	20,888	16,770	18,809			
May	19,650	14,608	12,596	8,282			
June	34,470	35,604	33,700	30,806			
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	\$98,085	8.86%	\$ 7,985

<u>Restaurants</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>		
January	138,059	140,750	156,201	166,537	170,077	2.13%	3540
February	133,274	137,809	149,301	159,138	152,277	-4.31%	(6861) Grecco's/Nuevo Vallerta
March	151,570	165,067	172,194	180,804			
April	88,629	80,381	92,165	97,559			
May	70,262	79,434	87,404	91,509			
June	119,444	136,345	135,401	134,594			

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	\$322,354	-1.02% \$ (3,321)

Retail -Gnrl	2016	2017	2018	2019	2020		
January	142,397	142,695	156,082	167,966	182,574	8.70%	14608
February	126,400	125,800	135,324	155,094	169,581	9.34%	14487
March	148,339	146,621	169,424	177,960			
April	103,805	115,380	107,993	123,388			
May	111,790	110,343	124,256	131,279			
June	147,974	150,766	163,758	193,885			
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	\$352,155	9.01%	\$ 29,095

Utility	2016	2017	2018	2019	2020		
January	48,906	49,663	44,089	46,140	40,632	-11.94%	(5508)
February	39,071	41,972	44,868	42,206	38,218	-9.45%	(3988)
March	40,585	42,460	39,552	41,395			
April	34,472	34,060	34,859	34,161			
May	28,371	29,576	29,875	27,340			
June	26,823	31,178	27,374	22,962			
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	\$78,850	-10.75%	\$ (9,496)

Vacation Rntl	2016	2017	2018	2019	2020		
January	30,646	25,276	46,147	59,020	107,040	81.36%	48020
February	23,104	32,150	39,981	51,600	76,643	48.53%	25043
March	80,560	97,491	111,099	130,694			
April	11,939	11,480	17,470	16,021			
May	946	7,252	5,995	7,494			
June	15,275	24,430	29,184	30,157			
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	\$183,683	66.05%	\$ 73,063

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
APRIL 14, 2020**

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

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

Absent: Deborah Shaner

Public Comments: Frisco citizen and business owner Craig Peterson commented on the current Federal unemployment program.

Mayor and Council Comments:

Mayor Pro-Tem Mortensen indicated that he has participated in the current Federal unemployment program. He also acknowledged Summit County trailhead usage.

Council member Fallon indicated that he has participated in the current Federal unemployment program. He also thanked Council member Shaner for her service as a Council member.

Mayor Wilkinson congratulated the newly elected Council and thanked Frisco citizens for their participation in this year's election.

Consent Agenda:

- Girl Scout Week Proclamation
- Earth Hour 2020 Proclamation
- March 16, 2020 Minutes
- March 20, 2020 Minutes
- March 24, 2020 Minutes
- March 31, 2020 Minutes
- April 7, 2020 Minutes
- Warrant List
- Purchasing Cards
- Resolution 20-13, a Resolution for the Purchase of one (1) Caterpillar 938M Loader from Wagner Equipment Company, for Use in Streets, Parks, and General Town Maintenance Operations
- Frisco Marina Concessionaire Agreement and License for Water Taxi Service Summit Shuttle

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

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

New Business:

Agenda Item #1: Discussion of Budget Impacts Resulting From COVID-19 Crisis STAFF: NANCY KERRY 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Town Manager Nancy Kerry stated that the purpose of this discussion is to provide a summary of the impact to the Town of Frisco's budget as a result of the 2019 Coronavirus ("COVID-19") global pandemic and its economic repercussions. This memo addressed projected revenue losses, offer recommendations to address the expected shortfalls, and seek direction from the Town Council to resolve the current forecasted losses. Ms. Kerry stated that in order to forecast revenues in this unprecedented time, the projections in this report are based on major reductions in retail activity at local businesses beginning mid-March continuing through June, and gradually improving by the end of 2020. Using that analysis, revenue losses for the Town's major funds are shown on Table 1 and estimated currently at approximately \$3M for the General Fund, \$1M for the Capital Improvement Fund, and \$1.4M between the Water Fund, Housing Fund and Lodging Tax Fund, for a total of \$5.4M or 24% of the Town's annual revenues. Council provided direction for further reports to include information regarding contracts in place, go/no go dates, highlight essential projections, and include funding sources.

Agenda Item #2: Emergency Ordinance 20-12, an Emergency Ordinance of the Town of Frisco, Colorado, Providing for the Waiver of Penalties and Interest on Unremitted Sales Taxes Collected by Retailers and Owed to the Town, Declaring an Emergency; and Providing for the Immediate Effective Date of this Ordinance STAFF: NANCY KERRY 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Town Manager Nancy Keryy stated that during the Town Council's special meeting of March 31, 2020, the Council considered the adoption of an emergency ordinance deferring the remittance of sales taxes. Following that discussion, the Council directed staff to bring back an amended ordinance deferring only penalties and interest should a business not remit the sales taxes they collected on behalf of the Town. Mayor Wilkinson opened the public hearing at 4:51 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 4:53 p.m.

MOTION: COUNCIL MEMBER SHERBURNE MOVED TO APPROVE EMERGENCY ORDINANCE 20-12, AN EMERGENCY ORDINANCE OF THE TOWN OF FRISCO, COLORADO, PROVIDING FOR THE WAIVER OF PENALTIES AND INTEREST ON UNREMITTED SALES TAXES COLLECTED BY RETAILERS AND OWED TO THE TOWN, DECLARING AN EMERGENCY; AND PROVIDING FOR THE IMMEDIATE EFFECTIVE DATE OF THIS ORDINANCE. SECOND, COUNCIL MEMBER IHNKEN. VOTE:

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

Agenda Item #3: Workforce Housing Planning Agreement Between Colorado Department of Transportation (CDOT) and the Town of Frisco MOU STAFF: NANCY KERRY 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Town Manager Nancy Kerry stated that the Town of Frisco has discussed the opportunity to enter into a partnership with CDOT to develop a workforce housing project on the lot owned by CDOT located at 619 Granite Street, Lots 18-24, Block 12 in the Town of Frisco. Town staff along with CDOT staff has pursued a formal agreement. The Town Attorney engaged in the preparation of the agreement, including discussions with the state Attorney General regarding their requirements for the agreement along with staff from CDOT. The agreement directs CDOT and the Town to jointly undertake all necessary actions to design and develop a workforce housing project. It requires CDOT and the Town to share all costs (excluding each agency's staffing and personnel costs) to develop 80% construction drawings and final construction cost estimates for the designed project. The agreement sets forth the parameters allowing the Town to lead in the selection and possible engagement of professional consultants and contractors, subject to the approval and participation of CDOT. It does not bind CDOT or the Town to the final construction of a project. Both parties have no obligation to construct the project, which is important given the design and potential construction costs are not yet known. Mayor Wilkinson opened the public hearing at 5:21 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 5:22 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE WORKFORCE HOUSING PLANNING AGREEMENT BETWEEN COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AND THE TOWN OF FRISCO. SECOND, COUNCIL MEMBER FALLON. VOTE:

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

Old Business:

Agenda Item #4: Second Reading 20-04, an Ordinance Amending Chapters 65 of the Code of Ordinances of the Town of Frisco, Colorado Concerning Building Construction and Housing Standards by: (1) Repealing Subsections 65-1.M., Concerning the Adoption of Sustainable Building Code Standards, and 65-3(63) and (64), Concerning Radon Mitigation Systems; and (2) Amending Section 65-9, Concerning Amendments to the International Energy Conservation Code, for the Purpose of Enhancing Sustainability Standards for Residential and Commercial Structures STAFF: RICK WEINMAN 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Building Official Rick Weinman stated that the towns and County have been working collaboratively to prepare for adoption and enforcement of an updated version of the Sustainable Summit Building Code (SSBC) to serve as a new above-building code standard, requiring increased energy savings in new construction that exceeds the 2018 IECC code requirements. High Country Conservation Center (HC3) has been facilitating a collaborative inter-jurisdictional SSBC committee, with representation from the county, towns and building community, to tackle this effort. Mr. Weinman explained that the intention of the sustainable code is to align with the climate action plan. Mayor Wilkinson opened the public hearing at 5:26 p.m. High Country Conservation Center Director Jen Shenk spoke in support of this ordinance. There being no further public comment, Mayor Wilkinson closed the public hearing at 5:28 p.m.

MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE ON SECOND READING 20-04, AN ORDINANCE AMENDING CHAPTERS 65 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO CONCERNING BUILDING CONSTRUCTION AND HOUSING STANDARDS BY: (1) REPEALING SUBSECTIONS 65-1.M., CONCERNING THE ADOPTION OF SUSTAINABLE BUILDING CODE STANDARDS, AND 65-3(63) AND (64), CONCERNING RADON MITIGATION SYSTEMS; AND (2) AMENDING SECTION 65-9, CONCERNING AMENDMENTS TO THE INTERNATIONAL ENERGY CONSERVATION CODE, FOR THE PURPOSE OF ENHANCING SUSTAINABILITY STANDARDS FOR RESIDENTIAL AND COMMERCIAL STRUCTURES. SECOND, COUNCIL MEMBER SHERBURNE. VOTE:

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

Agenda Item #5: Second Reading Ordinance 20-06, an Ordinance Amending Chapter 87 of the Code Ordinances of the Town of Frisco, Concerning Excavation Permit Applications; 87-5, Concerning Fees and Bonds, 87-7, Concerning Performance Requirements; 87-10 Concerning Cuts and Backfill; and 87-14, Concerning the Duty to Inform the Public Works Director of Pipe Locations STAFF: ADDISON CANNINO 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Assistant Public Works Director Addison Cannino stated that in early in 2019, Public Works staff analyzed Chapter 87, Excavations, of Town Code, and decided that it was necessary to change multiple sections of the code. These changes addressed fees and bonding, Town staff in charge of permits (or their designee), construction practices that fall in line with Street Design and Access Criteria, traffic control and other safety measures. Mayor Wilkinson opened the public hearing at 5:33 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 5:34 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE ON SECOND READING ORDINANCE 20-06, AN ORDINANCE AMENDING CHAPTER 87 OF THE CODE ORDINANCES OF THE TOWN OF FRISCO, CONCERNING EXCAVATION PERMIT APPLICATIONS; 87-5, CONCERNING FEES AND BONDS, 87-7, CONCERNING PERFORMANCE REQUIREMENTS; 87-10 CONCERNING CUTS AND BACKFILL; AND 87-14, CONCERNING THE DUTY TO INFORM THE PUBLIC WORKS DIRECTOR OF PIPE LOCATIONS. SECOND, COUNCIL MEMBER BURLEY. VOTE:

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

Agenda Item #6: General Discussion/Action on COVID -19 Response STAFF: NANCY KERRY
1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4)
MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7)
MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Town Manager Nancy Kerry gave a brief overview and answered questions about the current COVID-19 situation including a business grant program update.

Adjourn:

There being no further business, the meeting adjourned at 5:53 p.m.

Respectfully Submitted,

Deborah Wohlmut, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: HOME RULE CHARTER REVIEW - CHAPTER 65, BUILDING CONSTRUCTION AND HOUSING STANDARDS
DATE: APRIL 28, 2020

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

Background: Chapter 65, Building Construction and Housing Standards, was added to the Code of the Town of Frisco on March 17, 1992 by Ordinance 92-04. This chapter was repealed and replaced in 1998, 2004, 2008, 2013, and 2019, and amended in 2020. Per the Home Rule Charter, staff has reviewed Chapter 65 and determined there are no amendments necessary at this time. Chapter 65, Building Construction and Housing Standards, is in the council packet for your review.

Staff Recommendation: On that basis, it is my

RECOMMENDATION

that the Council

make a motion acknowledging that Chapter 65, Building Construction and Housing Standards has been reviewed pursuant to the Home Rule Charter and that no changes are necessary at this time.

BUILDING CONSTRUCTION AND HOUSING STANDARDS

Chapter 65

BUILDING CONSTRUCTION AND HOUSING STANDARDS

- § 65-1. **Standards Adopted by Reference.**
- § 65-2. **Amendments to International Building Code.**
- § 65-3. **Amendments to the International Residential Code.**
- § 65-4. **Amendments to International Fire Code.**
- § 65-5. **Amendments to the International Code Council Electrical Code Administrative Provisions.**
- § 65-6. **Amendments to International Mechanical Code.**
- § 65-7. **Amendments to International Plumbing Code.**
- § 65-8. **Amendments to International Fuel Gas Code.**
- § 65-9. **Amendments to International Energy Conservation Code.**
- § 65-10. **Amendments to the Uniform Code for Building Conservation.**
- § 65-11. **Amendments to Uniform Code for Abatement of Dangerous Buildings.**
- § 65-12. **Construction Permit Fee Schedule.**
- § 65-13. **Unlawful Acts and Penalties.**

[HISTORY: Adopted by the Mayor and Town Council of the Town of Frisco 03-17-92, Ord. 92-04.¹ Amendments noted where applicable. Repealed and replaced 04-14-98, Ord. 98-06; Amended 09-05-00, Ord. 00-12; 04-17-01, Ord. 01-05; 1-8-02, Ord. 01-19; 05-07-02, Ord. 02-11; 02-18-03, Ord. 03-02; Repealed and replaced 03-23-04, Ord. 04-05; Amended 02-28-06, 06-07; Repealed and replaced 03-25-08, Ord. 08-02; Amended 01-13-09, Ord. 08-19; 05-24-11, Ord. 11-06; Repealed and replaced 11-12-13, Ord. 13-08; Repealed and replaced 11-26-19, Ord. 19-22; Amended 04-14-20, Ord. 20-04]

GENERAL REFERENCES

Codes Adopted by Ordinance -See Ch.31, Art. I.
Flood Hazard Areas - See Ch. 97.
Subdivision of Land - See Ch.157.
Zoning - See Ch.180.

§65-1. Standards adopted by reference. [Amended 04-14-20, Ord. 20-04]

Pursuant to Title 31, Article 16, Part 2, Colorado Revised Statutes, as amended, there is hereby adopted as the Town of Frisco Building Construction and Housing Standards:

- A. *The International Building Code*, 2018 Edition, First Printing: August 2017, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Building Code*”), all to have the same force

¹Editor’s Note: This ordinance also repealed former Ch. 65, Building Construction and Housing Standards, adopted 05-16-89, Ord. 89-17.

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and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the construction and maintenance of buildings and structures and is adopted for the purpose of protecting the public health, safety and general welfare;

- B. *The International Residential Code*, including Appendix Chapters F and K, 2018 Edition, First Printing: August 2017, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the "*International Residential Code*"), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the construction, alteration, repair, use and occupancy, location and sustainability of detached one- and two-family dwellings and multiple single-family dwellings and is adopted for the purpose of protecting the public health, safety and general welfare;
- C. *The International Fire Code*, including Appendix Chapters B, C, D, E, F, G, H, I, J, K, N, and amended Appendix Chapters O and P, 2018 Edition, First Printing: August 2017, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the "*International Fire Code*"), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards for the construction and maintenance of buildings and structures and is adopted for the purpose of protecting the public health, safety and general welfare;
- D. *The National Electrical Code*, 2017 Edition, August 24, 2016 Edition, published by the National Fire Protection Association, One Batterymarch Park, Quincy, Massachusetts 02169-7471 (the "*National Electrical Code*"), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards for the construction and maintenance of electrical improvements and facilities and is adopted for the purpose of protecting the public health, safety and general welfare;
- E. *The International Code Council Electrical Code Administrative Provisions*, 2006 Edition, First Printing: January 2006, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the "*International Code Council Electrical Code Administrative Provisions*"), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions governing the administration of the National Electrical Code and is adopted for the purposes of protecting the public health, safety and general welfare;
- F. *The International Mechanical Code*, 2018 Edition, First Printing: August 2017, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the "*International Mechanical Code*"), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the design, installation, maintenance, alteration, and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings and is adopted for the purposes of protecting the public health, safety and general welfare;

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- G. *The International Plumbing Code*, 2018 Edition, First Printing: August 2017, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Plumbing Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the design, installation, quality of materials, location, operation, and maintenance of plumbing systems that are permanently installed within buildings and is adopted for the purposes of protecting the public health, safety and general welfare;
- H. *The International Fuel Gas Code*, 2018 Edition, First Printing: August 2017, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Fuel Gas Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the installation of fuel gas piping systems, fuel gas utilization equipment, and related accessories and is adopted for the purpose of protecting the public health, safety and general welfare;
- I. *The International Energy Conservation Code*, 2018 Edition, First Printing: August 2017, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Energy Conservation Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the design and construction of building envelopes and mechanical, electrical, service-water heating and illuminating systems and equipment and is adopted for the purposes of protecting the public health, safety and general welfare and for promoting the efficient use of energy in buildings;
- J. *The International Existing Building Code*, 2018 Edition, First Printing: August 2017, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Existing Building Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards for change of occupancy, alteration or repair of existing buildings and structures and is adopted for the purpose of protecting the public health, safety and general welfare and to encourage the continued use or reuse of legally existing buildings and structures;
- K. *The International Swimming Pool and Spa Code*, 2018 Edition, Second Printing: May 2018, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Swimming Pool and Spa Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the design, installation, maintenance, alteration, and inspection of swimming pools and spas that are permanently installed and is adopted for the purposes of protecting the public health, safety and general welfare;
- L. *The Uniform Code for the Abatement of Dangerous Buildings*, 1997 Edition, First Printing: March 1997, published by the International Conference of Building Officials, 5360 Workman Mill Road, Whittier, CA 90601-2298 (the “*Uniform Code for the Abatement of Dangerous Buildings*”), all to have the same force and effect as if

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set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards providing a just, equitable, and practical method whereby buildings or structures which from any cause endanger the life, limb, health, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated, or demolished and is adopted for the purpose of protecting the public health, safety and general welfare;

§65-2. Amendments to the *International Building Code*.

- (1) Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the *Building Code* of the Town of Frisco, hereinafter referred to as “this code.”

- (2) Section 101.4.3 is amended to read as follows:

101.4.3 Plumbing. The provisions of the *International Plumbing Code* shall apply to the installation, *alteration*, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

- (3) Section **101.4.4 Property maintenance.** is deleted in its entirety.

- (4) Section 102.6 is amended to read as follows:

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Existing Building Code* or the *International Fire Code*.

- (5) Section 103.3 is amended to read as follows:

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction, the *building official* shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*.

- (6) Section 104.8 is amended to read as follows:

104.8 Liability. The adoption of the construction codes, and any previous Building Construction and Housing Standards adopted by the Town of Frisco, shall not be deemed to give rise to a duty of care on the part of any public entity, public employee, or agent nor shall the construction codes or any previous Building Construction and Housing Standards be deemed to create any civil remedy against a public entity, public employee, or agent. The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

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- (7) Section 105.1 is amended to read as follows:

105.1 Required. Any *owner* or owner's authorized agent who intends to construct, enlarge, alter, *repair*, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, *repair*, remove, convert or replace any electrical, gas, mechanical, plumbing or conveying system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*. Separate building, electrical, mechanical, plumbing, and elevator permits are required for projects including work affecting these different systems.

- (8) Section **105.1.1 Annual permit.** is deleted in its entirety.

- (9) Section **105.1.2 Annual permit records.** is deleted in its entirety.

- (10) Section 107.1 is amended to read as follows:

107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted in one or more sets with each *permit* application. The *construction documents* shall be prepared by a *registered design professional* where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

- (11) Section 107.2.1 is amended to read as follows:

107.2.1 Information on construction documents. *Construction documents* shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*. Construction documents for buildings other than Group R, Division 3, and Group U Occupancies shall indicate where penetrations will be made for electrical, mechanical, plumbing, communication conduits, and similar systems, and the materials and methods for maintaining required structural safety, fire-resistance rating and fireblocking.

- (12) Section 107.3.1 is amended to read as follows:

107.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction documents* shall be *approved*, in writing or by stamp, -as "Issued For Permit." One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the *building official* or a duly authorized representative.

- (13) Section 109.2 is amended to read as follows:

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109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with §65-13 Construction Permit Fee Schedule, of the Code of Ordinances of the Town of Frisco, Colorado.

- (14) Section 109.3 is amended to read as follows:

109.3 Construction work valuation. The applicant for a *permit* shall provide an estimated construction work valuation at the time of application. Construction work valuation shall include the total value of all construction work, including materials and labor, for which the *permit* is being issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire protection systems and any other permanent equipment. Electrical, gas, mechanical, plumbing and elevator construction work valuations shall include the total value, of the work, including materials, labor and permanent equipment, for which the permit is being issued. If, in the opinion of the *building official*, the valuation is underestimated on the application, the *permit* shall be denied, unless the applicant can show detailed estimates to meet the approval of the *building official*. Final construction work valuation shall be set by the *building official*.

Building permit valuation set by the building official for projects without accurate total valuation by the applicant will be determined using the Building Valuation Data table published semiannually by the International Code Council and a regional modifier as adopted herein. Said regional modifier is used to multiply the listed valuation per square foot in the Building Valuation Data table to establish the valuation per square foot for the Town of Frisco, Colorado. The building permit fee for building valuation calculated using the Building Valuation Data table shall be based using the Permit Fee Multiplier methodology published by the International Code Council. A regional modifier of 1.30 is hereby created for use in conjunction with data from the Building Valuation Data Table for each permit.

Mechanical, plumbing, and electrical valuations set by the building official shall be ten percent of the building permit valuation for each separate technical permit.

- (15) Section 109.4 is amended to read as follows:

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits*, or proceeds with work beyond the scope of work authorized by any permit, including a conditional permit, shall be subject to an investigation fee that shall be in addition to the required *permit* fees. The investigation fee shall be equal to the permit fee for the unauthorized work as determined in accordance with Section 109.3 of this code and in accordance with §65-13 Construction Permit Fee Schedule, of the Code of Ordinances of the Town of Frisco, Colorado. The investigation fee shall be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

- (16) Section 109.6 is amended to read as follows:

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109.6 Refunds. The *building official* may authorize refunding of any fee paid hereunder that was erroneously paid or collected. The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with the adopted codes, and the original permit holder has requested termination of the permit. The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permit holder not later than 180 days after the date of fee payment.

- (17) Section 109 is amended by adding a new sub-section to read as follows:

109.7 Reinspection Fee. A reinspection fee, as specified in §65-13 Construction Permit Fee Schedule, of the Code of Ordinances of the Town of Frisco, Colorado, may be assessed for each inspection (Section 110) or reinspection when such portion of work for which inspection is called is not complete, or when corrections called for are not made. Reinspection fees shall be paid physically in person to the office of the Department of Building Safety. Reinspection fees may also be assessed when the inspection record card (Section 110.6.1) is not posted or otherwise available on the work site, the approved plans (Section 107.3.1) are not readily available to the inspector, for failing to provide access on the date for which the inspection is requested (Section 110.5), or for deviating from plans requiring the approval of the building official (Section 107.4). In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the reinspection fees have been paid.

- (18) Section 110.5 is amended to read as follows:

110.5 Inspection requests. It shall be the duty of the holder of the ~~building permit~~ or their duly authorized agent to notify the *building official* when work is ready for inspection. All inspection requests shall be filed with the building department at least one working day before such inspection is desired. It shall be the duty of the *permit* holder to provide access to and means for inspections of such work that are required by this code.

- (19) Section 110.6 is amended by adding a new subsection to read as follows:

110.6.1 Inspection Record card. An inspection record card shall be issued to the holder of a building permit or an agent of the permit holder such as to allow the building official to readily make the required inspection entries thereon regarding the inspection of work. Work requiring a building permit shall not be commenced until the building permit holder or an agent of the permit holder shall have posted or otherwise made available the inspection record card issued by the building official. The building permit holder shall keep this inspection record card available until final approval has been granted by the building official.

- (20) Section 111.2 is amended by adding a new subsection to read as follows:

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111.2.1 Certificate of Completion. At the discretion of the building official, a certificate of completion may be issued for minor work, remodels, alterations or repairs where a certificate of occupancy was previously issued. In cases where a certificate of occupancy is required by Section 111.2, issuance of a certificate of completion shall not be construed as a substitute for said certificate of occupancy.

- (21) Section 111.3 is amended to read as follows:

111.3 Temporary occupancy. Temporary certificates of occupancy are prohibited and shall not be issued.

- (22) Section 114.4 is amended to read as follows:

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in §65-14 Unlawful Acts and Penalties, of the Code of Ordinances of the Town of Frisco, Colorado.

- (23) Section 116.1 is amended to read as follows:

116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in the adopted *Uniform Code for the Abatement of Dangerous Buildings*. A vacant structure that is not secured against entry shall be deemed unsafe.

- (24) Section **116.2 Record.** is deleted in its entirety.

- (25) Section **116.3 Notice.** is deleted in its entirety.

- (26) Section **116.4 Method of service.** is deleted in its entirety.

- (27) Section 202 is amended by inserting the following definitions within the alphabetical order of the existing definitions.

BEDROOM. A sleeping room as defined in Section 202.

FIRE DEPARTMENT. The chief officer of Summit Fire and EMS Authority or the chief officer's authorized representative.

LOFT. A story in a dwelling unit in a building that is open to the room or space directly below, which may or may not qualify as a mezzanine. Lofts may be either habitable space or nonhabitable space. Habitable lofts in residential occupancies

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shall be designated as sleeping rooms and shall comply with the provisions of Sections 907.2.10, 915, 1001.1, and 1030.

SLEEPING ROOM. A habitable space or room in a dwelling unit, or in any building, or portion thereof, classified as any group R occupancy, designed for or with potential for use as a room for sleeping by occupants. Factors determining this potential use shall include a space or room having walls, floors, and/or doors to separate it from other habitable spaces or rooms and a floor area of at least 70 square feet with any of the following factors:

1. Having a closet or similar provision for clothes storage, or
2. Having a full or partial bathroom directly connected to the space or room or on the same floor and accessible without passing through a closed room, or
3. Meeting the definition of habitable loft or mezzanine.

(28) Section 502.1 is amended to read as follows:

502.1 Address identification. New and existing buildings shall be provided with *approved* address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 5 inches (127 mm) high, unless otherwise approved, with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other approved sign or means shall be used to identify the structure. Address identification shall be maintained.

(29) Section 718.2.5.1 is amended by adding two new subsections to read as follows:

718.2.5.1.1 Factory-built fireplace enclosures. Combustible construction enclosing factory-built fireplaces shall be protected on the interior (fireplace) side by not less than 5/8-inch Type X gypsum wallboard.

718.2.5.1.2 Factory-built chimney enclosures. Factory-built chimneys shall be enclosed within a continuous enclosure protected on the interior (flue) by not less than 5/8-inch Type X gypsum wallboard.

Exception: The portion of the chimney located in the same room as the appliance and the portion of the chimney above the finished roof deck are not required to be enclosed.

(30) Section 901.1 Scope. Is amended to read as follows:

901.1 Scope. The provisions of this chapter and the *International Fire Code* shall specify where fire protection and life safety systems are required and shall apply to the design, installation and operation of *fire protection systems*. Where, in any

specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

- (31) Section 901.5 is amended by adding a new subsection to read as follows:

901.5.1 Special inspector required. All fire protection systems required by this code shall be inspected and approved by a special inspector. The special inspector shall be an authorized representative of the *fire department* or another qualified individual with prior approval of the building official. Approvals of special inspectors and inspections, approvals and reports by special inspectors shall be in accordance with Chapter 17 of this code.

- (32) **Section 1010.1.9.4 Locks and latches.** Condition 2.2 is amended to read as follows:

2.2. A readily visible, durable sign is posted on the egress side on or adjacent to the door stating: THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS. The sign shall be in letters 1 inch (25 mm) high on a contrasting background.

- (33) **Section 1015.3 Height.** Is amended by adding a new subsection to read as follows:

1015.3.1 Guard height extension. When a *swimming pool* is installed within 18 inches horizontally of a guard required by Section 1015.2, the guard height shall be increased a minimum of 18 inches measured vertically from the highest horizontal surface of the pool structure.

- (34) Section 1106 is deleted in its entirety and replaced with a new section to read as follows:

**SECTION 1106
PARKING AND PASSENGERLOADING FACILITIES**

1106.1 Required. Where parking is provided, accessible parking spaces shall be provided in compliance with the applicable parking provisions of Chapter 180 of the Code of the Town of Frisco, Colorado as enforced by the Frisco Community Development Department.

- (35) Section 1503 is amended by adding a new subsection to read as follows:

1503.6 Snow-shedding. Roofs shall be oriented and positioned, or otherwise arranged and designed, to prevent snow and ice from shedding and accumulating at pedestrian and vehicular exit doors or onto adjacent properties. In addition, roofs shall not shed snow onto any components of a required means of egress system or required accessible route, including, but not limited to stairways, sidewalks, landings, ramps and handrails.

Exceptions:

1. Roof areas with a horizontal projection dimension of no more than 48 inches that will not receive snow shedding from a higher roof.
2. Roof areas sloped less than 7:12 with asphalt or wood coverings that will not receive snow shedding from a higher roof.

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3. Roofs equipped with mechanical barriers secured to roof framing members or to solid blocking secured to framing members, in accordance with the manufacturer's installation instructions. Individual devices installed in a group to create a barrier to prevent snow shedding shall be installed in at least two rows,

(36) Section 1505.1 is amended to read as follows:

1505.1 General. Roof assemblies shall be divided into the classes defined in this section. Class A, and B and C roof assemblies and roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, *fire-retardant-treated wood* roof coverings shall be tested in accordance with ASTM D 2898. The minimum roof coverings installed on buildings shall be Class B.

(37) **Table 1505.1 Minimum Roof Covering Classification for Types of Construction**, and all footnotes to the table, are deleted in their entirety.

(38) Section 1507.1.2 is deleted in its entirety and replaced with a new section to read as follows:

1507.1.2 Ice Barriers. An ice dam protection underlayment that consists of an approved self-adhering polymer modified bitumen sheet complying with ASTM D1970 shall be used with all roof coverings described in Sections 1507.2 through 1507.9. This ice dam protection shall extend up the slope of the roof from the eave a minimum of 8 feet 6 inches inside the exterior wall line of the building and shall also extend a minimum of 3 feet up any wall, valley, cricket, chimney or similar construction junction with roofs.

Exception: Detached accessory structures that contain no conditioned floor area.

(39) Section 1608.2 is amended to read as follows:

1608.2 Ground snow loads. The ground snow loads to be used in determining the design snow loads for roofs, exterior balconies and decks shall be 80 lb./sq ft (3.83 kN/m²). The use of load duration factors for snow load shall not be permitted.

(40) Section 1611.1 is amended to read as follows:

1611.1 Design rain loads. Each portion of a roof shall be designed to sustain the load of rainwater that will accumulate on it if the primary drainage system for that portion is blocked plus the uniform load caused by water that rises above the inlet of the secondary drainage system at its design flow. The design rainfall shall be based on the 100-year hourly rainfall rate of two (2) inches (50.8 mm) per hour.

(41) Section 1612.3 is amended to read as follows:

1612.3 Establishment of flood hazard areas. To establish *flood hazard areas*, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood

hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for the Town of Frisco, Summit County, Colorado" dated November 16, 2018, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

- (42) Section 1703.1 is amended to read as follows:

1703.1 Approved agency. An approved agency shall provide all information as necessary for the *building official* to determine that the agency meets the applicable requirements specified in Sections 1703.1.1 through 1703.1.3. The *fire department* shall be an approved agency for special inspection of fire protection systems required by this code.

- (43) Section **1704.2.4 Report requirement.** is amended by adding an exception to read as follows:

Exception: Special inspection by the *fire department* of fire protection systems shall not require reporting or a final report to the *building official*, but will require a final sign-off approving inspected systems for conformance to the approved construction documents.

- (44) Section 1705 is amended by adding a new section and subsection to read as follows:

1705.19 Fire protection systems. Fire protection systems shall have the design plans approved by a special inspector and the systems inspected and tested by a special inspector for compliance with the requirements of this code and the *International Fire Code*.

1705.19.1 Qualifications. Special inspectors for fire protection systems shall have expertise in fire-protection. Special inspectors for fire suppression systems shall be a certified fire suppression systems inspector by the State of Colorado Division of Fire Safety.

- (45) Section 1809.5 is amended to read as follows:

1809.5 Frost protection. Except where otherwise protected from frost, foundations and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

1. Extending to at least 40 inches (1016 mm) below finish grade.
2. Constructing in accordance with ASCE-32.
3. Erecting on solid rock.

Exception: Free-standing buildings meeting all of the following conditions shall not be required to be protected:

1. Assigned to *Risk Category I*.

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2. Area of 600 square feet (56 m²) or less for light-frame construction or 400 square feet (37 m²) or less for other than light-frame construction.
3. Eave height of 10 feet (3048 mm) or less.

Shallow foundations shall not bear on frozen soil unless such frozen condition is of a permanent character.

- (46) The first sentence of Section 2302.1 is amended to read as follows:

2302.1 General. The design of structural elements or systems constructed partially or wholly of wood or wood-based products, shall be in accordance with one of the following methods: (provided, however, that the use of load duration factors for snow load shall not be permitted in any of these design methods):

- (47) Section 2901.1 is amended to read as follows:

2901.1 Scope. The provisions of this chapter and the *International Plumbing Code* shall govern the design, construction, erection and installation of plumbing components, appliances, equipment and systems used in *buildings* and structures covered by this code. Toilet and bathing rooms shall be constructed in accordance with Section 1209. The *International Fire Code* and the *International Plumbing Code* shall govern the use and maintenance of plumbing components, appliances, equipment and systems. The *International Existing Building Code* and the *International Plumbing Code* shall govern the *alteration, repair, relocation, replacement and addition* of plumbing components, *appliances, equipment* and systems.

- (48) **Section 2902.2 Separate facilities.** is amended by changing Exception 2 to read as follow:

2. Separate facilities shall not be required in structures or tenant spaces with a total *occupant load*, including both employees and customers, of 30 or fewer.

- (49) Section 3001.1 is amended to read as follows:

3001.1 Scope. This chapter, and the Elevator Inspection Program, administered by the Northwest Colorado Council of Governments, 249 Warren Avenue, Silverthorne, CO, shall govern the design, construction, installation, *alteration*, maintenance and repair of new and existing installations of elevators and conveying systems and their components.

3001.1.1 Permit required. An elevator permit and corresponding inspections shall be obtained from the Northwest Colorado Council of Governments, 249 Warren Avenue, Silverthorne, CO, in accordance with Section 105.1 and 110.

- (50) Section 3109 is amended by adding a new subsection to read as follows:

3109.2 Guard height extension. When a *swimming pool* is installed within 18 inches horizontally of a guard required by Section 1015.2, the guard height shall

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be increased a minimum of 18 inches measured vertically from the highest horizontal surface of the pool structure.

§65-3. Amendments to the *International Residential Code*. [Amended 04-14-20, Ord. 20-04]

- (1) Sections R101.1 is amended to read as follows:

R101.1 Title. These provisions shall be known as the *Residential Code for One- and Two-family Dwellings* of the Town of Frisco, and shall be cited as such and will be referred to herein as “this code.”

- (2) Section R101.2 is amended by amending the exception to read as follows:

Exception: The following shall be permitted to be constructed in accordance with this code.

- (3) Section R102.7 is amended to read as follows:

R102.7 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code or the *International Fire Code*, or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

- (4) Sections R103 through R114 concerning administration and enforcement, are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Residential Code*.

- (5) Section R202 is amended by inserting the following definitions within the alphabetical order of the existing definitions:

BEDROOM. A sleeping room as defined in Section R202.

FIRE DEPARTMENT. The chief officer of Summit Fire and EMS Authority or the chief officer’s authorized representative.

LOFT. A story in a dwelling unit in a building that is open to the room or space directly below, which may or may not qualify as a mezzanine. Lofts may be either habitable space or non-habitable space. Habitable lofts in residential occupancies shall be designated as sleeping rooms and shall comply with the provisions of Sections R310, R311.4, R314, and R315.

SLEEPING ROOM. A habitable space or room in a dwelling unit, or in any building, or portion thereof, classified as any group R occupancy, designed for or with potential for use as a room for sleeping by occupants. Factors determining this potential use shall include a space or room having walls, floors, and/or doors to

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separate it from other habitable spaces or rooms and a floor area of at least 70 square feet with any of the following factors:

1. Having a closet or similar provision for clothes storage, or
 2. Having a full or partial bathroom directly connected to the space or room or on the same floor and accessible without passing through a closed room, or
 3. Meeting the definition of habitable loft or mezzanine.
- (6) Section R202 is further amended by changing the following definition within the existing alphabetical list to read as follows:

TOWNHOUSE. A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on at least two sides.

- (7) Table R301.2(1) is amended to read as follows:

**TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	Speed ^d (mph)	Topographic effects ^k		Weathering ^a	Frost line depth ^b	Termite ^c					
80 PSF	90	No	B	Severe	40 in.	Slight	-13°F	Yes	Footnote g	2500	40°F

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

- a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The grade of masonry units shall be determined from ASTM C34, C55, C62, C73, C90, C129, C145, C216 or C652.
- b. Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern.
- c. This part of the table indicates the history of local subterranean termite damage.
- d. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
- e. Reflects local climates or local weather experience as determined by the building official.
- f. The seismic design category determined from Section R301.2.2.1.
- g. The Town of Frisco entered into the National Flood Insurance Program on June 1, 1993. The date of the currently effective Flood Insurance Reference Map is November 16, 2018.
- h. There has been a history of local damage from the effects of ice damming.
- i. The 100-year return period air freezing index (BF-days) from Figure R403.3(2).
- j. The mean annual temperature from the National Climatic Data Center data table “Air Freezing Index-USA Method (Base 32°F).”
- k. In accordance with Section R301.2.1.5, there is no local historical data documenting structural damage to buildings due to topographic wind speed-up effects.

- (8) Table R301.5 is amended to read as follows:

**TABLE R301.5
MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS
(In pounds per square foot)**

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USE	LIVE LOAD
Uninhabitable attics without storage ^b	10
Uninhabitable attics with limited storage ^{b,g}	20
Habitable attics and attics served with fixed stairs	30
Balconies (exterior) and decks ^e	80
Fire escapes	80
Guardrails and handrails ^d	200 ^h
Guardrails in-fill components ^f	50 ^h
Passenger vehicle garages ^a	50 ^a
Rooms other than sleeping rooms	40
Sleeping rooms	30
Stairs	40 ^c

For SI: 1 pound per square foot = 0.0479 kN/m², 1 square inch = 645 mm², 1 pound = 4.45 N.

- a. Elevated garage floors shall be capable of supporting a 2,000-pound load applied over a 20-square-inch area.
- b. Uninhabitable attics without storage are those where the maximum clear height between joists and rafters is less than 42 inches, or where there are not two or more adjacent trusses with web configurations capable of accommodating an assumed rectangle 42 inches high by 24 inches in width, or greater, within the plane of the trusses. This live load need not be assumed to act concurrently with any other live load requirements.
- c. Individual stair treads shall be designed for the uniformly distributed live load or a 300-pound concentrated load acting over an area of 4 square inches, whichever produces the greater stresses.
- d. A single concentrated load applied in any direction at any point along the top.
- e. See Section R502.2.2 for decks attached to exterior walls.
- f. Guard in-fill components (all those except the handrail), balusters and panel fillers shall be designed to withstand a horizontally applied normal load of 50 pounds on an area equal to 1 square foot. This load need not be assumed to act concurrently with any other live load requirement.
- g. Uninhabitable attics with limited storage are those where the maximum clear height between joists and rafters is 42 inches or greater, or where there are two or more adjacent trusses with web configurations capable of accommodating an assumed rectangle 42 inches in height by 24 inches in width, or greater, within the plane of the trusses.
The live load need only be applied to those portions of the joists or truss bottom chords where all of the following conditions are met:
 - 1. The attic area is accessed from an opening not less than 20 inches in width by 30 inches in length that is located where the clear height in the attic is not less than 30 inches.
 - 2. The slopes of the joists or truss bottom chords are no greater than 2 inches vertical to 12 units horizontal.
 - 3. Required insulation depth is less than the joist or truss bottom chord member depth.
 The remaining portions of the joists or truss bottom chords shall be designed for a uniformly distributed concurrent live load of not less than 10 lb/ft².
- h. Glazing used in handrail assemblies and guards shall be designed with a safety factor of 4. The safety factor shall be applied to each of the concentrated loads applied to the top of the rail, and to the load on the in-fill components. These loads shall be determined independent of one another, and loads are assumed not to occur with any other live load.

(9) Section R302.1 is amended to read as follows:

R302.1 Exterior walls. Construction, projections, openings and penetrations of *exterior walls of dwellings* and accessory buildings shall comply with Table R302.1(1); or *dwellings* equipped throughout with an *automatic sprinkler system* installed in accordance with the requirements of the *International Fire Code* shall comply with Table R302.1(2).

- (10) **Table R302.1(2) EXTERIOR WALLS—DWELLINGS WITH FIRE SPRINKLERS** is amended by changing footnote a. to read as follows:

a. For residential subdivisions where all dwellings are equipped throughout with an automatic sprinkler system installed in accordance with the requirements of the *International Fire Code*, the fire separation distance for exterior walls not fire-resistance rated and for fire-resistance-rated projections shall be permitted to be reduced to 0 feet, and unlimited unprotected openings and penetrations shall be permitted, where the adjoining lot provides an open setback yard that is 6 feet or more in width on the opposite side of the property line.

- (11) **Section R302.2.2 Common walls.** is amended by changing the two items to read as follows:

1. Where a fire sprinkler system in accordance with the requirements of the *International Fire Code* is provided, the common wall shall be not less than a 1-hour fire-resistance-rated wall assembly tested in accordance with ASTM E119, UL 263 or Section 703.3 of the *International Building Code*.
2. Where a fire sprinkler system in accordance with the requirements of the *International Fire Code* is not provided, the common wall shall be not less than a 2-hour fire-resistance-rated wall assembly tested in accordance with ASTM E119, UL 263 or Section 703.3 of the *International Building Code*.

- (12) **Section R302.2.4 Parapets for townhouses.** is amended by changing the exception to Items 1 and 2 to read as follows:

Exception: A parapet is not required in the preceding two cases where the roof covering complies with a minimum class B rating as tested in accordance with ASTM E108 or UL 790 and the roof decking or sheathing is of noncombustible materials or fire-retardant-treated wood for a distance of 4 feet (1219 mm) on each side of the wall or walls, or one layer of 5/8-inch (15.9 mm) Type X gypsum board is installed directly beneath the roof decking or sheathing, supported by not less than nominal 2-inch (51 mm) ledgers attached to the sides of the roof framing members, for a distance of not less than 4 feet (1219 mm) on each side of the wall or walls and any openings or penetrations in the roof are not within 4 feet (1219 mm) of the common walls. Fire-retardant-treated wood shall meet the requirements of Sections R802.1.5 and R803.2.1.2.

- (13) **Section R302.3 Two-family dwellings.** is amended by changing the first Exception to read as follows:

1. A fire-resistance rating of 1/2 hour shall be permitted in buildings equipped throughout with an automatic sprinkler system installed in accordance with the requirements of the *International Fire Code*.

- (14) **Section R302.13 Fire protection of floors.** is amended by changing the first two Exceptions to read as follows:

Exceptions:

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1. Floor assemblies located directly over a space protected by an automatic sprinkler system installed in accordance with the requirements of the *International Fire Code*.
 2. Floor assemblies located directly over a crawl space not intended for the installation of fuel-fired or electric-powered heating appliances, with a maximum 4' headroom occurring anywhere within the crawlspace. The headroom shall be measured from grade to the bottom of the floor joists.
- (15) **Section R310.1 Emergency escape and rescue opening required.** is amended by changing Exception 2 to read as follows:
2. Where the dwelling or townhouse is equipped with an automatic sprinkler system installed in accordance with the requirements of the *International Fire Code*, sleeping rooms in basements shall not be required to have emergency escape and rescue openings provided that the basement has one of the following:
- (16) **Section R312.1.2 Height.** is amended by adding a new subsection to read as follows:
- R312.1.2 Guard height extension.** When a hot tub, *spa* or *pool* is installed within 18 inches horizontally of a guard required by Section R312.1.1, the guard height shall be increased a minimum of 18 inches measured vertically from the highest horizontal surface of the hot tub, *spa* or *pool* structure.
- (17) Section R313 is deleted in its entirety and replaced with a new section to read as follows:

**SECTION R313
DWELLING UNIT FIRE SPRINKLER SYSTEMS AND INTERNAL
FIRE PROTECTION**

R313.1 General. Automatic residential fire sprinkler systems shall be installed in accordance with the requirements of the *International Fire Code*.

R313.2 Internal Fire Protection. Residences between 4,000 and 6,000 square feet shall be provided with 5/8" Type 'X' drywall or 1/2" cementitious board throughout the structure.

R313.3 Sprinklers required. Structures greater than 6,000 square feet are to be sprinklered in accordance with the requirements of the *Fire Department*. Square footages shall include all attached garages and any detached structures within 3 feet of the residence. Square footage shall be measured from exterior wall to exterior wall. Fire separations within the structure shall not be utilized to reduce the measured square footages of the structure(s).

R313.4 Additions. Any addition which increases the total square footage of the residence to greater than 6,600 square feet is to be provided with sprinkler systems at the addition only. Where the size of the addition itself is greater than 6,000 square feet, the addition as well as the existing residence shall be provided with

sprinklers. Where the addition increases the total square footage of the residence to greater than 6,600 square feet and the alterations to the existing structure results in the removal of interior wall and ceiling finishes exposing the structure, sprinkler systems shall be retro-fitted into the existing residence as well as the additions.

- (18) Section R319.1 is amended to read as follows:

R319.1 Address identification. New and existing buildings shall be provided with *approved* address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 5 inches (127 mm) in height, unless otherwise approved, with a stroke width of not less than 0.5 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional *approved* locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

- (19) Section R321 is amended to read as follows:

SECTION R321 ELEVATORS AND CONVEYING SYSTEMS

R321.1 Scope. The Elevator Inspection Program, administered by the Northwest Colorado Council of Governments, 249 Warren Avenue, Silverthorne, CO, shall govern the design, construction and installation of elevators and conveying systems and their components.

R321.2 Permit required. An elevator permit and corresponding inspections shall be obtained from the Northwest Colorado Council of Governments, 249 Warren Avenue, Silverthorne, CO, in accordance with Sections 105.1 and 110.

R321.3 Accessibility. Elevators or platform lifts that are part of an accessible route required by Chapter 11 of the *International Building Code*, shall comply with ICC A117.1.

- (20) Section R324.6.2.1 is amended to read as follows:

R324.6.2.1 Alternative setback at ridge. Where an automatic sprinkler system is installed within the dwelling in accordance with the requirements of the *International Fire Code*, setbacks at ridges shall comply with one of the following:

- (21) **Section R325.3 Area limitation.** is amended by changing the Exception to read as follows:

Exception: The aggregate area of a mezzanine located within a dwelling unit equipped with a fire sprinkler system in accordance with the requirements of the

International Fire Code shall not be greater than one-half of the floor area of the room, provided that the mezzanine meets all of the following requirements:

- (22) Section R326 is amended by adding a new subsection to read as follows:

R326.2 Guard height extension. When a hot tub, *spa* or *pool* is installed within 18 inches horizontally of a guard required by Section R312.1.1, the guard height shall be increased a minimum of 18 inches measured vertically from the highest horizontal surface of the hot tub, *spa* or *pool* structure.

- (23) Section R403.1.4.1 is amended to read as follows:

R403.1.4.1 Frost protection. Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

1. Extending below the frost line specified in Table R301.2(1).
2. Constructing in accordance with Section R403.3.
3. Constructing in accordance with ASCE32.
4. Erected on solid rock.

Footings shall not bear on frozen soil unless such frozen condition is of a permanent character.

Exceptions:

1. Protection of freestanding *accessory structures* with an area of 600 square feet (56m²) or less, of light-frame construction, with an eave height of 10 feet (3048 mm) or less shall not be required.
2. Protection of freestanding *accessory structures* with an area of 400 square feet (37m²) or less, of other than light-frame construction, with an eave height of 10 feet (3048 mm) or less need not be provided with footings that extend below the frost line, but such footings shall extend at least 24 inches below finish grade.
3. Decks without roof structures and not supported by a dwelling along more than one side need not be provided with footings that extend below the frost line, but such footings shall extend at least 24 inches below finish grade.

- (24) Section R602.3 is amended to read as follows:

R602.3 Design and construction. Exterior walls of wood-frame construction shall be designed and constructed in accordance with the provisions of this chapter and Figures R602.3(1) and R602.3(2) or in accordance with AWC NDS. The use of load duration factors for snow load shall be prohibited. Components of exterior walls shall be fastened in accordance with Table R602.3(1) through R602.3(4). Wall sheathing shall be fastened directly to framing members and, when placed on the exterior side of an exterior wall, shall be capable of resisting the wind pressures listed in Table R301.2(2) adjusted for height and exposure using Table R301.2(3) and shall conform to the requirements of Table R602.3(3). Wall

sheathing used only for exterior wall covering purposes shall comply with Section R703.

Studs shall be continuous from support at the sole plate to a support at the top plate to resist loads perpendicular to the wall. The support shall be a foundation or floor, ceiling or roof diaphragm or shall be designed in accordance with accepted engineering practice.

- (25) Section R802.2 is amended to read as follows:

R802.2 Design and construction. The roof and ceiling assembly shall provide continuous ties across the structure to prevent roof thrust from being applied to the supporting walls. The assembly shall be designed and constructed in accordance with the provisions of this chapter and Figures R606.11(1), R606.11(2) and R606.11(3) or in accordance with AWC NDS. The use of load duration factors for snow load shall be prohibited.

- (26) Section R902.1 is amended to read as follows:

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A or B roofing shall be installed on all new buildings. Class A and B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

- (27) Section R905.1.2 is deleted in its entirety and replaced with a new section to read as follows:

R905.1.2 Ice Barriers. An ice dam protection underlayment that consists of an approved self-adhering polymer modified bitumen sheet complying with ASTM D1970 shall be used with all roof coverings described in Sections R905.2 through R905.8, and R905.10. This ice dam protection shall extend up the slope of the roof from the eave a minimum of 8 feet 6 inches inside the exterior wall line of the building and shall also extend a minimum of 3 feet up any wall, valley, cricket, chimney or similar construction junction with roofs.

Exception: Detached accessory structures not containing conditioned floor area.

- (28) Section R1004.4 is amended to read as follows:

R1004.4 Unvented gas log heaters. Installation of unvented gas log heaters is prohibited.

- (29) Section R1004 is amended by adding a new subsection to read as follows:

R1004.5 Factory-built fireplace enclosures. Combustible construction enclosing factory-built fireplaces shall be protected on the interior (fireplace) side by not less than 5/8-inch Type X gypsum wallboard.

- (30) Section R1005 is amended by adding a new subsection to read as follows:

R1005.9 Factory-built chimney enclosures. Factory-built chimneys shall be enclosed within a continuous enclosure protected on the interior (flue) by not less than 5/8-inch Type X gypsum wallboard.

Exception: The portion of the chimney located in the same room as the appliance and the portion of the chimney above the finished roof deck are not required to be enclosed.

- (31) Chapter 11 is deleted in its entirety and replaced with a new chapter to read as follows:

**CHAPTER 11
ENERGY EFFICIENCY
SECTION N1101
GENERAL**

N1101.1 Scope. This chapter regulates the energy efficiency for the design and construction of buildings regulated by this code.

N1101.2 Compliance. Compliance shall be demonstrated by meeting the requirements of the *International Energy Conservation Code – Residential Provisions*.

- (32) Section M1401 is amended by adding a new subsection to read as follows:

M1401.6. Snow depth. All air intake openings required by this code that terminate outdoors shall be located a minimum of 36 inches above final grade.

Exception: With prior approval of the building official, openings may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (33) Section M1701 is amended by adding a new subsection to read as follows:

M1701.3. Snow depth. All combustion air openings and ducts terminating on the outside shall be a minimum of 36 inches above final grade. If a ventilated crawl space is utilized as a combustion air source, ventilation louvers must be a minimum of 36 inches above final grade.

Exception: With prior approval of the building official, openings and duct terminations may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (34) Section M1801.1 is amended by adding a new subsection to read as follows:

M1801.1.1. Enclosure. Portions of venting systems which extend through occupied and storage spaces shall be enclosed to avoid contact with or damage to the installation.

- (35) Section M1804.2.5 is amended to read as follows:

M1804.2.5 Direct vent terminations. Vent terminals for direct-vent *appliances* shall be installed in accordance with the manufacturer's installation instructions. The bottom of the vent terminal and air intake shall be located not less than 36 inches above final grade.

(36) Section M1804.2.6 is amended to read as follows:

M1804.2.6 Mechanical draft systems. Mechanical draft systems shall comply with UL 378 and shall be installed in accordance with their *listing*, the manufacturer's instructions and, except for direct-vent *appliances*, the following requirements:

1. The vent terminal shall be located not less than 3 feet (914 mm) above a forced air inlet located within 10 feet (3048 mm).
2. The vent terminal shall be located not less than 4 feet (1219 mm) below, 4 feet (1219 mm) horizontally from, or 1 foot (305 mm) above any door, window or gravity air inlet into a *dwelling*.
3. The vent termination point shall not be located closer than 3 feet (914 mm) to an interior corner formed by two walls perpendicular to each other.
4. The bottom of the vent terminal shall be located not less than 36 inches (914 mm) above finished ground level.
5. The vent termination shall not be mounted directly above or within 3 feet (914 mm) horizontally of an oil tank vent or gas meter.
6. Power exhauster terminations shall be located not less than 10 feet (3048 mm) from *lot lines* and adjacent buildings.
7. The discharge shall be directed away from the building.

(37) Section M1805 is amended by adding a new subsection to read as follows:

M1805.4 Chimney enclosure. Factory-built chimneys shall be enclosed within a continuous enclosure protected on the interior (flue) by not less than 5/8-inch Type X gypsum wallboard.

Exception: The portion of the chimney located in the same room as the appliance and the portion of the chimney above the finished roof is not required to be enclosed.

(38) Section M2002.4 is amended to read as follows:

M2002.4 Pressure-relief valve. Boilers shall be equipped with pressure-relief valves with minimum rated capacities for the *equipment* served. Pressure-relief valves shall be set at the maximum rating of the boiler. Installation of relief valves shall be in accordance with Section P2804.6.

(39) Section M2101.10 is amended to read as follows:

M2101.10 Tests. Hydronic piping systems shall be tested hydrostatically at a pressure of one and one-half times the maximum system design pressure, but not less than 100 pounds per square inch (689 kPa). The duration of each test shall

be not less than 15 minutes. Hydronic tubing may be tested with a 50 (psi) air test for 30 minutes.

- (40) Section M2103.4 is amended to read as follows:

M2103.4 Testing. Piping or tubing to be embedded shall be tested by applying a hydrostatic pressure of not less than 100 psi (690 kPa). The pressure shall be maintained for 30 minutes, during which the joints shall be visually inspected for leaks. Hydronic tubing may be tested with a 50 (psi) air test for 30 minutes.

- (41) Section M2105.28 is amended to read as follows:

M2105.28 Testing. Before connection header trenches are backfilled, the assembled loop system shall be pressure tested with water at 100 psi (690 kPa) for 15 minutes without observed leaks. Flow rates and pressure loss testing shall be performed and the actual flow rates and pressure drops shall be compared to the calculated design values. If actual flow rate or pressure drop values differ from calculated design values by more than 10 percent, the cause shall be identified and corrective action taken. Assembled loop systems may be tested with a 50 (psi) air test for 30 minutes.

- (42) Section G2406.2 is amended to read as follows:

G2406.2 (303.3) Prohibited locations. Appliances shall not be located in, or obtain combustion air from, sleeping rooms, bathrooms, toilet rooms, storage closets, or surgical rooms, or in a space that opens only into such rooms or spaces, except where the installation complies with one of the following:

1. The *appliance* is a direct-vent *appliance* installed in accordance with the conditions of the listing and the manufacturer's instructions.
2. *Vented room heaters, wall furnaces, vented decorative appliances, vented gas fireplaces, vented gas fireplace heaters and decorative appliances* for installation in vented solid fuel-burning *fireplaces* are installed in rooms that meet the required volume criteria of Section G2407.5.
3. The *appliance* is installed in a room or space that opens only into a bedroom or bathroom, and such room or space is used for no other purpose and is provided with a solid weather-stripped door equipped with an *approved* self-closing device. All *combustion air* shall be taken directly from the outdoors in accordance with Section G2407.6.
4. A clothes dryer is installed in a residential bathroom or toilet room having a permanent opening with an area of not less than 100 square inches (0.06 m²) that communicates with a space outside of a sleeping room, bathroom, toilet room or storage closet.

- (43) Section G2407.11, condition # 8 is amended to read as follows:

8. *Combustion air* intake openings located on the exterior of a building shall have the lowest side of such openings located not less than 36 inches (914 mm) vertically from the adjoining finished ground level.

Exception: With prior approval of the building official, openings and duct terminations may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (44) Section G2417.4.1 is amended to read as follows:

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be not less than one and one-half times the proposed maximum working pressure, but not less than 10 psig (69 kPa gauge) for threaded pipe, 60 psig for welded pipe, irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the *piping* greater than 50 percent of the specified minimum yield strength of the *pipe*.

- (45) Section G2425.8 is amended to read as follows:

G2425.8 (501.8) Equipment not required to be vented. The following *appliances* shall not be required to be vented:

1. Ranges.
2. Built-in domestic cooking units listed and marked for optional venting.
3. Hot plates and laundry stoves.
4. *Type 1 Clothes dryers* (*Type 1 clothes dryers* shall be exhausted in accordance with the requirements of Section G2439).
5. Refrigerators.
6. Counter *appliances*.

Where the *appliances* and equipment listed in Items 5 through 6 above are installed so that the aggregate input rating exceeds 20 *Btu* per hour per *cubic foot* (207 watts per m³) of volume of the room or space in which such *appliances* are installed, one or more shall be provided with venting *systems* or other *approved* means for conveying the *vent gases* to the outdoor atmosphere so that the aggregate input rating of the remaining *unvented appliances* does not exceed 20 *Btu* per hour per *cubic foot* (207 watts per m³). Where the room or space in which the *appliance* is installed is directly connected to another room or space by a doorway, archway or other opening of comparable size that cannot be closed, the volume of such adjacent room or space shall be permitted to be included in the calculations.

- (46) Section G2425.14 is amended by adding a new subsection to read as follows:

G2425.14.1 Snow depth. Venting systems and air intakes terminating horizontally shall be a minimum of 36 inches above final grade.

Exception: With prior approval of the building official, openings may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (47) Section G2426.5 is amended by adding a new subsection to read as follows:

G2426.5.1 Enclosure. Portions of venting systems which extend through occupied and storage spaces shall be enclosed to avoid contact with or damage to the installation.

- (48) Section G2427.4.1 is amended by adding a new subsection to read as follows:

G2427.4.1.2 Pressure test required. All plastic piping vent installations shall be tested with a 5 psi air test for 15 minutes, prior to connection and operation of the appliance.

- (49) Section G2427.5.1 is amended to read as follows:

G2427.5.1 (503.5.1) Factory-built chimneys. Factory-built *chimneys* shall be *listed* in accordance with UL103 and installed in accordance with the manufacturer's instructions and Section G2430. Factory-built *chimneys* used to vent *appliances* that operate at a positive vent pressure shall be *listed* for such application.

- (50) Section 2427.6.4.1 is amended to read as follows:

G2427.6.4.1 (503.6.5.1) Decorative shrouds. Decorative shrouds shall not be installed at the termination of gas vents except where such shrouds are listed for use with the specific gas venting system and are installed in accordance with manufacturer's installation instructions.

Exception: Decorative shrouds at the termination of vents serving only gas-fired decorative vented appliances that are constructed entirely of noncombustible materials, provide unobstructed openings to outdoor air on all sides, provide clearances per the appliance manufacturer's instructions, and are approved by the building official.

- (51) **Section G2427.8 (503.8) Venting system termination location.** is amended by changing Items # 2 and 3 to read as follows:

2. A mechanical draft venting system, excluding *direct-vent appliances*, shall terminate not less than 4 feet (1219 mm) below, 4 feet (1219 mm) horizontally from, or 1 foot (305 mm) above any door, operable window or gravity air inlet into any building. The bottom of the vent terminal shall be located not less than 36 inches (914 mm) above finished ground level.

3. The clearances for through-the-wall, direct-vent terminals shall be in accordance with Table G2427.8. The bottom of the vent terminal and the air intake shall be located not less than 36 inches (914 mm) above finished ground level.

- (52) Section G2430 is amended by adding a new subsection to read as follows:

G2430.3 Factory-built chimney enclosures. Factory-built chimneys shall be enclosed within a continuous enclosure protected on the interior (flue) by not less than 5/8-inch Type X gypsum wallboard.

Exception: The portion of the chimney located in the same room as the appliance and the portion of the chimney above the finished roof is not required to be enclosed.

- (53) Section G2431 is amended by adding a new subsection to read as follows:

G2431.2 Snow depth. All air intake openings required by this code that terminate outdoors shall be located a minimum of 36 inches above final grade.

Exception: With prior approval of the building official, openings may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (54) Section G2432.1 is amended by adding a new subsection to read as follows:

G2432.1.1 Damper. The fireplace damper shall be completely removed to prevent spillage of combustion products into the room.

- (55) Section G2433.1 is amended to read as follows:

G2433.1 (603.1) General. Log lighters are prohibited.

- (56) Section G2445 is deleted in its entirety and replaced with a new section to read as follows:

SECTION G2445 UNVENTED ROOM HEATERS

G2445.1 Prohibited installation. Installation of unvented room heaters is prohibited.

- (57) Section P2503.5.1 is amended to read as follows:

P2503.5.1 Rough plumbing. DWV systems shall be tested on completion of the rough piping installation by water or by air with no evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough piping has been installed, as follows:

- (58) Section P2503.7 is amended to read as follows:

P2503.7 Water-supply system testing. Upon completion of the water supply system or a section of it, the system or portion completed shall be tested and proved tight under a water pressure of not less than the working pressure of the system or, by an air test of not less than 50 psi (345 kPa). This pressure shall be held for not less than 15 minutes. The water used for tests shall be obtained from a potable water source.

- (59) Section P2719 is amended by adding a new subsection to read as follows:

P2719.2 Boiler rooms. Boiler rooms, water heater rooms, mechanical rooms, and similar utility spaces shall be equipped with a floor drain or other means suitable for disposing of condensates, relief valve drainage, safety pan drainage, as well

as the accumulation of liquid wastes incidental to cleaning, recharging, and routine maintenance.

- (60) **Section P2804.6.1 Requirements for discharge pipe.**, item # 5 is amended to read as follows:

5. Discharge to the floor, to the pan serving the water heater or storage tank, or to a waste receptor located within conditioned space, or by other approved means within the building.

- (61) Section P2904 is deleted in its entirety and replaced with a new section to read as follows:

**SECTION P2904
DWELLING UNIT FIRE SPRINKLER SYSTEMS**

P2904.1 General. The design and installation of residential fire sprinkler systems shall comply with all applicable provisions of the *Fire Department* and *The International Fire Code*.

- (62) Section P2910.1 is amended to read as follows:

P2910.1 Scope. The provisions of this section shall govern the materials, design, construction and installation of systems for the collection, storage, treatment and distribution of nonpotable water. All non-potable water sources and reclaimed water systems are to be compliant to this code and the latest version of any amendments to the State of Colorado Plumbing Code as adopted by the State Plumbing Board.

- (63) Section P2911.1 is amended to read as follows:

P2911.1 General. The provisions of this section shall govern the construction, installation, *alteration* and repair of on-site nonpotable water reuse systems for the collection, storage, treatment and distribution of on-site sources of nonpotable water. All non-potable water sources and reclaimed water systems are to be compliant to this code and the latest version of any amendments to the State of Colorado Plumbing Code as adopted by the State Plumbing Board.

- (64) Section P2912.1 is amended to read as follows:

P2912.1 General. The provisions of this section shall govern the construction, installation, *alteration*, and repair of rainwater collection and conveyance systems for the collection, storage, treatment and distribution of rainwater for nonpotable applications. All non-potable water sources and reclaimed water systems are to be compliant to this code and the latest version of any amendments to the State of Colorado Plumbing Code as adopted by the State Plumbing Board.

- (65) Section P2913.1 is amended to read as follows:

P2913.1 General. The provisions of this section shall govern the construction, installation, *alteration* and repair of systems supplying nonpotable reclaimed water.

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All non-potable water sources and reclaimed water systems are to be compliant to this code and the latest version of any amendments to the State of Colorado Plumbing Code as adopted by the State Plumbing Board.

- (66) Section P3009.1 is amended to read as follows:

P3009.1 Scope. The provisions of this section shall govern the materials, design, construction and installation of subsurface landscape irrigation systems connected to nonpotable water from on-site water reuse systems. All non-potable water sources and reclaimed water systems are to be compliant to this code and the latest version of any amendments to the State of Colorado Plumbing Code as adopted by the State Plumbing Board.

- (67) Section P3103.1 is amended to read as follows:

P3103.1 Roof extension. Open vent pipes that extend through a roof that do not meet the conditions of Section P3103.1.2 or P3103.1.3 shall terminate not less than 12 inches (306 mm) above the roof.

- (68) Chapters 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43 are deleted in their entirety. The corresponding and applicable sections of the *International Code Council Electrical Code Administrative Provisions* and *The National Electrical Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of Part VIII – Electrical, of the *International Residential Code*.

- (69) The *International Residential Code* is further amended by adding a new chapter to read as follows:

CHAPTER 45

FIRE HAZARD MITIGATION REQUIREMENT FOR NEW CONSTRUCTION

SECTION 4501

GENERAL

4501.1 Purpose. The purpose of this chapter is to establish minimum design and construction standards for the protection of life and property from fire, within the Wildland Urban Interface. These provisions are meant to aid in the prevention and suppression of fires and lessen the hazards to structures from wildland fires as well as the hazards to wildlands from structure fires.

4501.2 Scope. All new building construction, including any additions and decks, shall be compliant to the applicable provisions of Sections 4501.2.1 through 4501.2.6.

Exception: Temporary buildings and buildings or structures used for the sole purpose of providing shelter for agricultural implements, farm products, livestock or poultry.

4501.2.1 Class A roof. A Class A roof shall be provided on all structures.

4501.2.2 Roof repair. The roof covering on buildings or structures in existence prior to adoption of this code that are replaced or have 25 percent or more replaced in a 12-month period shall be replaced with a roof assembly that complies with a Class A rating when tested in accordance with ASTM E 108 or UL790.

4501.2.3 Gutters and downspouts. Gutters and downspouts shall be constructed of *noncombustible* material. Gutters shall be provided with an approved means to prevent the accumulation of leaves and debris in the gutter.

4501.2.4 Exterior glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be either multilayered glazed panels, tempered glass, glass block or have a fire protection rating of not less than 20 minutes.

4501.2.5 Soffit and gable vents. All soffit and gable vents shall have a maximum 3/16 inch opening.

4501.2.6 Defensible space. A defensible space shall be provided in accordance with the *International Fire Code*, Appendix Chapter P.

4501.2.6.1 Permit required. A defensible space permit, and corresponding inspections, shall be obtained from the Summit Fire and EMS Authority, in accordance with the *International Fire Code*.

4501.3 Fees. The fees for a defensible space permit shall be as specified in §65-13 Construction Permit Fee Schedule, of the Code of Ordinances of the Town of Frisco, Colorado.

(70) The *International Residential Code* is further amended by adding a new chapter to read as follows:

CHAPTER 46
SUSTAINABLE BUILDING CODE
SECTION 4601
GENERAL

4601.1 Scope. All new building construction and construction adding additional conditioned square footage shall be compliant to the following Sustainable Building Code and Sustainable Building Code Checklist.

SECTION 4602
SUSTAINABLE BUILDING CODE CHECKLIST

4602.1 Sustainable building code checklist /new SFR:

MANDATORY REQUIREMENTS, 2018 IECC - Residential Provisions

- All projects to comply with all applicable requirements of the International Residential Code.
- Forced air-furnace system, minimum 91% AFUE.
- Radiant heating system, minimum 91% AFUE.
- High-efficacy lamps, minimum 75%.
- Energy efficient water heater.

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- Electric, minimum 0.95 energy factor
- Gas, minimum 0.67 energy factor.
- Recycling; HC3 information to be provided at permit issuance.
- Provide an electrical car charging rough in, including a blanked electrical box, and a raceway terminating in the electrical panel.
- Provide PV ready construction including a metal raceway from the electrical panel to the roof location where the panels will be installed, including a roof jack, a #8 copper ground, a 2 pull blank in the electrical panel and an electrical conduit from the electrical panel out to the electric meter.

Please complete the following calculations and then choose from the secondary measures for every point incurred. Your plans and inspections will be reviewed and inspected according to the above mandatory requirements and your secondary choices. LEED-H, ICC-700, Green Globes certified or alternate approved third party certified program is acceptable in place of this document.

Square footage of new conditioned (heated) space _____ ÷ 1000 sq. feet = _____

Number of outdoor fireplaces and/or fire pits _____

Hot Tub _____

Square footage of heated outdoor surfaces _____ ÷ 100 sq. feet = _____

Square footage of air conditioned space _____ ÷ 500 sq. feet = _____

Total Points Incurred *rounded to next highest whole number* _____

SECONDARY CHOICES

- Energy Star appliances throughout.
- Soil Composting.
- Air movement at all ceilings > 15'.
- Insulated exterior wall sheathing.
- Blower door test of 3.0 ACH or less. *Air Changes per Hour @ 50 Pascals.*
- SIP panel construction at walls. *Structural Insulated Panel.*
- SIP panel construction at ceiling.
- Roof framing 60% or greater renewable or engineered lumber.
- Floor framing 80% or greater renewable or engineered lumber.
- Beams and headers 80% or greater renewable or engineered lumber.
- Energy heels at trusses, 12" or greater.
- ICF foundation. *Insulated Concrete Forms.*
- Insulated headers (80% minimum at R-10).
- Greater than R-23 in walls.
- Greater than R-49 in ceiling.
- U-factor of .30 or lower on 80% of fenestrations.
- Conditioned crawlspace or slab on grade.
- High efficiency boiler, AFUE 95% or greater. *Annual Fuel Utilization Efficiency.*
- High efficiency furnace, AFUE 95% or greater.
- Boiler or furnace centrally located; no mechanical run longer than 2/3 the distance of the greatest diagonal dimension of the home.
- HRV or ERV system installed.
- Side arm water heater served by boiler.
- 50 year roof or greater warranty.
- Alternative energy sources: *1000 British Thermal Units/Kilowatt/Photovoltaic.*
 - Active solar space heating system 1 pt/25MBTU _____

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- Active solar domestic hot water system 1 pt/25MBTU _____
- Ground source heating/cooling system 1 pt/25MBTU _____
- Solar generated (PV) electric system 1 pt/2.5KW _____
- Wind generated electric system 1 pt/2.5KW _____
- Dual flush toilets or Watersense toilets.
- Motion sensors on a minimum of 80% of exterior lights.
- Programmable thermostats.
- No recessed lights in the exterior insulated ceilings.
- OVE framing. *Optimal Value Engineering.*
- Bamboo, concrete, stone or cork flooring, 1 pt/50%.
- HERS rating. *Home Energy Rating.*
 - 2 pts for performing HERS rating _____
 - 4 pts HERS Index of 70 or less _____
 - 8 pts HERS Index of 55 or less _____
 - 12 pts HERS Index of 40 or less _____
- Innovative Product, Design or Technology (Points awarded by Building Official)

_____ **Total Points Awarded for Secondary Choices**

_____ **Total Points incurred from other side**

_____ **Total Net Points** must be greater than or equal to zero

(71) **Section AF103.5.3 Vent pipe.** is amended by adding a new exception to read as follows:

Exception: The radon vent pipe is allowed to terminate within the structure provided it is sealed to withstand a minimum pressure of 5 psi.

(72) **Section AF103.6.1 Vent pipe.** is amended by adding a new exception to read as follows:

Exception: The radon vent pipe is allowed to terminate within the structure provided it is sealed to withstand a minimum pressure of 5 psi.

§ 65-4. Amendments to the *International Fire Code.*

(1) Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the *Fire Code* of The Town of Frisco, hereinafter referred to as “this code.”

(2) Section 102.4 is amended to read as follows:

102.4 Application of building code. The design and construction of new structures shall comply with the *International Building Code* or *International Residential Code* and the *International Fire Code*, and any *alterations*, additions, changes in use or changes in structures required by this code, which are within the

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scope of the *International Building Code* or *International Residential Code*, shall be made in accordance therewith.

(3) Section 105.1.2 item #2 is amended to read as follows:

2. Construction permits. A construction permit allows the applicant to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, the likes of which are regulated by this code. A construction permit also allows the applicant to install or modify systems and equipment for which a permit is required by Section 105.7.

(4) Section 105.4.1 is amended to read as follows:

105.4.1 Submittals. *Construction documents* and supporting data shall be submitted in two or more sets with each application for a permit and in such form and detail as required by the *fire code official*. The *construction documents* shall be prepared by a registered design professional where required by the jurisdiction in which the project is to be constructed.

(5) Section 105.6.30 is amended to read as follows:

105.6.30 Mobile food preparation vehicles. A permit is required for mobile food preparation vehicles equipped with appliances.

(6) **Section 105.6.32 Open burning.** is amended by deleting the exception.

(7) Section 105.7 is amended to read as follows:

105.7 Required Construction Permits. The *fire code official* is authorized to issue construction permits for work, or the likes of which are regulated by this code and as set forth in Section 105.7.1 through 105.7.26.

(8) Section 105.7.25 is amended to read as follows: (the Exceptions remain unchanged)

105.7.25 Temporary membrane structures and tents. A construction permit is required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 200 square feet (18.58 m²).

(9) Section 105.7 is amended by adding a new subsection to read as follows:

105.7.26 Wildfire mitigation. The holder of a construction permit is required to perform defensible space requirements of Appendix P that does not fall under a voluntary wildfire mitigation program.

(10) Section 109 Board of Appeals, is deleted in its entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for the board of appeals of the *International Fire Code*.

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(11) Section 110 Violations, is deleted in its entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for violations of the *International Fire Code*.

(12) Section 111.4 is amended to read as follows:

111.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as determined by the court.

(13) Section 202 General Definitions, is amended by amending portions of the existing list of definitions to read as follows:

CONTROLLED BURNING. Any fire intentionally ignited to meet specific land management objectives, such as to reduce flammable fuels, restore forest or ecosystem health, recycle nutrients, or prepare an area for new trees or vegetation. Controlled burning may also be known by the terms “Prescribed Burning” or “Pile Burning.”

DEFENSIBLE SPACE. The selection, location, grouping, and maintenance of vegetation on the property in such a manner that the opportunity for fire to burn directly to a structure is minimized.

FIRE AREA. The aggregate floor area enclosed and bounded by *fire walls* meeting the requirements of Section 706 of the *International Building Code* and *exterior walls* or *horizontal assemblies* of a building. Areas of the building not provided with surrounding walls shall be included in the fire area if such areas are included within the horizontal projection of the roof or floor next above. For buildings constructed under the *International Residential Code*, the fire area is the aggregate floor area enclosed and bounded by exterior walls of a building.

FIREWISE® LANDSCAPING is defined as trees, shrubs, and other materials which meet the criteria for fire resistant landscaping.

GROUND FUELS. All combustible materials on, in or near the ground such as grass, duff, loose surface litter, tree or shrub roots, rotting wood, leaves, peat, or sawdust that typically support combustion.

MITIGATION. Action that moderates the severity of a fire hazard or risk.

MOBILE FOOD PREPARATION VEHICLES. Vehicles that contain cooking equipment for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

MOBILE FUELING. The operation of dispensing liquid fuels from tank vehicles into the fuel tanks of vehicles. Mobile fueling may also be known by the terms “Mobile fleet fueling,” “Wet fueling,” and “Wet hosing,” or “Hot fueling.”

OCCUPANCY CLASSIFICATION. For the purposes of this code, certain occupancies are defined as follows:

Institutional Group I-1.

Five or fewer persons receiving custodial care. A facility with five or fewer persons receiving custodial care shall be classified as Group R-3 or shall comply with the *International Residential Code* provided an *automatic sprinkler system* is installed in accordance with Section 903.3.1.3.

Institutional Group I-2.

Five or fewer persons receiving medical care. A facility with five or fewer persons receiving medical care shall be classified as Group R-3 or shall comply with the *International Residential Code* provided an *automatic sprinkler system* is installed in accordance with Section 903.3.1.3.

Residential Group R-3.

Care facilities within a dwelling. Care facilities for five or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the *International Residential Code* provided an *automatic sprinkler system* is installed in accordance with Section 903.3.1.3.

PERMANENT FIRE RING. Is a permanently constructed fixture without air gaps in surrounding sides and has a solid bottom or earthen bottom free of roots and other organic material, used to contain campfires and prevent them from spreading and turning into wildfires.

PORTABLE OUTDOOR FIREPLACE. A commercially designed and manufactured device that is purchased that has a screen preventing ember emissions from the device.

RECREATIONAL FIRE. An outdoor fire on private land contained to a commercially designed and manufactured fireplace, a permanent outdoor fireplace, or a portable outdoor fireplace that is assembled, located, and operated in accordance with the manufacturer's or designer's instructions. The fire shall not exceed a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610mm) or less in height. A non-toxic fuel source such as wood or gas (i.e. propane or natural gas) must be used and the fire is intended for pleasure, religious, ceremonial, cooking, warmth or similar purposes. Recreational fire shall not be used for the purpose of waste removal or trash incineration.

STRUCTURE IGNITION ZONE. The area around a specific structure and associated accessory structures, including all vegetation that contains potential ignition sources and fuels.

TREE CROWN is the needle or leaf bearing part of a tree. The crown edge is the tree's drip edge.

WILDLAND-URBAN INTERFACE. An area where wildland fuels abut structures, with a clear line of demarcation between residential, business, and public structures and wildland fuels.

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- (14) Section 304.1.2 is amended to read as follows:

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the *owner* or occupant of the premises. Vegetation clearance requirements in urban-wildland interface areas shall be in accordance with Appendix P, local codes, policies, and ordinances.

- (15) **Section 304.3.3 Capacity exceeding 1.5 cubic yards.** is amended by adding a new exception to read as follows:

3. Storage in a structure shall not be prohibited where the structure is in compliance with local codes, policies, and ordinances as mandated by the authority having jurisdiction.

- (16) **Section 304.3.4 Capacity of 1 cubic yard or more.** is amended by adding a new exception to read as follows:

3. Storage in a structure shall not be prohibited where the structure is in compliance with local codes, policies, and ordinances as mandated by the authority having jurisdiction.

- (17) Section 308.1.4 is amended to read as follows:

308.1.4 Open-flame cooking devices. Charcoal burners, wood pellet burners, and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048mm) of combustible construction.

Exceptions:

1. One- and two-family *dwelling*s.
2. Where buildings, balconies and decks are protected by an *automatic sprinkler system*.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 48 pounds [nominal 20 pound (9.1 kg) LP-gas capacity].
4. Where a more restrictive code, policy, or ordinance exists.

- (18) **Section 311.2.2 Fire Protection.** Exception 3 is amended to read as follows:

3. Where *approved* by the *fire code official*, fire alarm and sprinkler systems are permitted to be placed out of service in seasonally occupied buildings: that will not be heated; where fire protection systems will be exposed to freezing temperatures; where *fire areas* do not exceed 6,000 square feet (557.42 m²); and/or that do not store motor vehicles or hazardous materials.

- (19) Section 315.3 is amended to read as follows:

315.3 Storage in buildings. Storage of materials in buildings shall be orderly and stacks shall be stable. Storage of combustible materials shall be separated from

heaters or heating devices by distance or shielding so that ignition cannot occur. Storage room doors shall be provided with approved signs.

(20) **Section 315.3.1 Ceiling clearance.** Exceptions are amended to read as follows:

1. The 2-foot (610 mm) ceiling clearance is not required for storage along walls in nonsprinklered areas of buildings where the shelving does not exceed 30 inches (762 mm) in depth.
2. The 18-inch (457 mm) ceiling clearance is not required for storage along walls in areas of buildings equipped with an *automatic sprinkler system* in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 where the shelving does not exceed 30 inches (762 mm) in depth.

(21) Section 315.3.3 is amended to read as follows:

315.3.3 Equipment rooms. Combustible material shall not be stored in boiler rooms, mechanical rooms, electrical equipment rooms, and other rooms where a potential ignition source exists, as determined by the fire code official.

(22) Section 319.1 is amended to read as follows:

319.1 General. Mobile food preparation vehicles that are equipped with appliances shall comply with this section.

(23) Section 319.4.1 is amended to read as follows:

Fire protection for cooking equipment. Cooking equipment that produces smoke or grease-laden vapors shall be protected by automatic fire extinguishing systems in accordance with Section 904.12.

(24) Section 319.8 is amended to read as follows:

319.8 LP-gas systems. Where LP-gas systems provide fuel, such systems shall comply with Chapter 61 and Sections 319.8.1 through 319.8.5.

(25) Section 403.12.3 is amended to read as follows:

403.12.3 **Crowd managers.** Where facilities or events involve a gathering of 500 people or more, crowd managers shall be provided in accordance with Sections 403.12.3.1 through 403.12.3.3.

(26) **Section 403.12.3.1 Number of crowd managers.** Exceptions are amended to read as follows:

1. Outdoor events with fewer than 500 persons in attendance shall not require crowd managers.
2. Assembly occupancies used exclusively for religious worship with an occupant load not exceeding 500 shall not require crowd managers.

3. The number of crowd managers shall be reduced where, in the opinion of the *fire code official*, the fire protection provided by the facility and the nature of the event warrant a reduction.

(27) Section 505.1 is amended to read as follows:

505.1 Address identification. New and existing buildings shall be provided with *approved* address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 5 inches (127 mm) high, unless otherwise approved, with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the *fire code official*, address identification shall be provided in additional *approved* locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

(28) Section 508.1 is amended to read as follows:

508.1 General. Where required by other sections of this code, buildings, structures, or facilities that are more than 4 stories (including basements) in height or are greater than 50,000 square feet (4645 m²) within surrounding exterior walls, and in all buildings classified as high-rise buildings by the *International Building Code*, a fire command center for fire department operations shall be provided and shall comply with Sections 508.1.1 through 508.1.5

(29) Section 603.6 is amended by adding a new subsection to read as follows:

603.6.6 Chimneys & Heating Appliances. Chimneys and fireboxes for solid, fuel burning appliances shall be inspected annually by a qualified individual or company. They shall be inspected for soundness, corrosion, proper support, and freedom from combustible deposits. A certificate of inspection in a form acceptable to the fire code official shall be forwarded to the fire department upon completion.

(30) Section 603.9 is amended to read as follows:

603.9 Gas & utility meters. Above-ground gas & utility meters, regulators and piping subject to damage shall be protected by a barrier complying with Section 312 or otherwise protected in an *approved* manner. Gas & utility meters and piping shall be protected from snow & ice shedding from a roof area. Snow & ice build-up around gas & utility meters shall be kept clear at all times.

(31) Section 606 is amended by adding a new subsection to read as follows:

606.9 Communication. All elevators shall be equipped with two-way communication equipment and the equipment shall be operable at all times.

Exception: One- and two-family dwellings.

- (32) Section 701.2 is amended to read as follows:

701.2 Fire-resistance-rated construction. The *fire-resistance rating* of the following *fire-resistance-rated* construction shall be maintained and shall be marked in an approved manner:

- (33) Section 701.3 is amended to read as follows:

701.3 Smoke barriers. The *fire-resistance rating* and smoke-resistant characteristics of *smoke barriers* shall be maintained and shall be marked in an approved manner on the rated construction feature.

- (34) Section 803.13 is amended to read as follows:

803.13 Laminated products factory produced with or without an attached wood substrate. Laminated products factory produced with or without an attached wood substrate shall comply with one of the following:

- (35) Section 901.4.2 is amended to read as follows:

901.4.2 Non-required fire protection systems. A *fire protection system* or portion thereof not required by this code, the *International Building Code*, or the *International Residential Code*, shall be installed throughout a building for complete protection provided such installed system meets the applicable requirements of this code, the *International Building Code*, or the *International Residential Code*.

- (36) Section 901.4.3 is amended to read as follows:

901.4.3 Fire areas. Where buildings, or portions thereof, are divided into *fire areas* so as not to exceed the limits established for requiring a *fire protection system* in accordance with this chapter, such *fire areas* shall be separated by *fire walls* constructed in accordance with the *International Building Code* or *horizontal assemblies* constructed in accordance with the *International Building Code*, or both, having a fire-resistance rating of not less than that determined in accordance with the *International Building Code*.

- (37) Section 901.7 is amended to read as follows:

901.7 Systems out of service. Where a required *fire protection system* is out of service, the fire department shall be notified immediately and where required by the *fire* department, the building shall either be evacuated or an *approved* fire watch shall be provided for all occupants left unprotected by the shutdown until the *fire protection system* has been returned to service.

- (38) Section 901.9 is amended to read as follows:

901.9 Termination of monitoring services. For fire protection systems required to be monitored by the authority having jurisdiction, notice shall be made to the *fire code official* whenever system monitoring services are terminated. Notice shall be

made in writing, to the *fire code official*, by the provider of the monitoring service being terminated.

- (39) Section 903.2.1 is amended to read as follows:

903.2.1 Group A. An *automatic sprinkler system* shall be provided throughout buildings used as Group A occupancies as provided in this section.

- (40) Section 903.2.1.1 is amended to read as follows:

903.2.1.1 Group A-1. An *automatic sprinkler system* shall be provided throughout buildings containing Group A-1 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 6,000 square feet (557 m²).
2. The *fire area* has an *occupant load* of 50 or more.

- (41) Section 903.2.1.2 is amended to read as follows:

903.2.1.2 Group A-2. An *automatic sprinkler system* shall be provided throughout buildings containing Group A-2 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 5,000 square feet (464 m²).
2. The *fire area* has an *occupant load* of 50 or more.

- (42) Section 903.2.1.3 is amended to read as follows:

903.2.1.3 Group A-3. An *automatic sprinkler system* shall be provided throughout buildings containing Group A-3 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 6,000 square feet (557 m²).
2. The *fire area* has an *occupant load* of 50 or more.

- (43) Section 903.2.1.4 is amended to read as follows:

903.2.1.4 Group A-4. An *automatic sprinkler system* shall be provided throughout buildings containing Group A-4 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 6,000 square feet (557 m²).
2. The *fire area* has an *occupant load* of 50 or more.

- (44) Section 903.2.1.6 is amended to read as follows:

903.2.1.6 Assembly occupancies on roofs. Where an occupied roof has an assembly occupancy with an *occupant load* exceeding 50, an *automatic sprinkler system* shall be provided throughout the building in accordance with Section 903.3.1.1 or 903.3.1.2.

- (45) Section 903.2.1.7 is amended to read as follows:

903.2.1.7 Multiple fire areas. An *automatic sprinkler system* shall be provided where multiple fire areas of Group A-1, A-2, A-3 or A-4 occupancies share exit or *exit access* components and the combined *occupant load* of these fire areas is 50 or more.

(46) Section 903.2.2 is amended to read as follows:

903.2.2 Ambulatory care facilities. An *automatic sprinkler system* shall be installed throughout the entire building containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

(47) Section 903.2.3 is amended to read as follows:

903.2.3 Group E. An *automatic sprinkler system* shall be provided for Group E occupancies as follows:

1. Throughout all Group E *fire areas* greater than 6,000 square feet (557 m²) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.
3. The Group E fire area has an occupant load of 50 or more.

(48) Section 903.2.4 is amended to read as follows:

903.2.4 Group F-4. An *automatic sprinkler system* shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exists:

1. Where a Group F *fire area* exceeds 6,000 square feet (557 m²).
2. Where a Group F *fire area* is located more than two stories above grade plane.
3. Where the combined area of all Group F *fire areas* on all floors, including mezzanines and basements exceeds 6,000 square feet (557 m²).
4. A Group F occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

(49) **Section 903.2.6 Group I.** Exception # 3 is amended to read as follows:

3. In buildings where Group I-4 day care is provided on levels other than the *level of exit discharge*, an *automatic sprinkler system* in accordance with Section 903.3.1.1 shall be installed.

(50) Section 903.2.7 is amended to read as follows:

903.2.7 Group M. An *automatic sprinkler system* shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M *fire area* exceeds 6,000 square feet (557 m²).
2. A Group M *fire area* is located more than two stories above grade plane.
3. The combined area of all Group M *fire areas* on all floors, including any mezzanines, exceeds 6,000 square feet (557 m²).
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m²).

(51) Section 903.2.9 is amended to read as follows:

903.2.9 Group S-1. An *automatic sprinkler system* shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 *fire area* exceeds 6,000 sq. ft. (557 m²).
2. A Group S-1 *fire area* is located more than two stories above grade plane.
3. The combined area of all Group S-1 *fire areas* on all floors, including any mezzanines, exceeds 6,000 square feet (557 m²).
4. A Group S-1 *fire area* used for the storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m²).
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

(52) **Section 903.2.9.1 Repair garages.** conditions # 1 and 2 are amended to read as follows:

1. Buildings having two or more stories above grade plane, including *basements*, with a *fire area* containing a repair garage exceeding 6,000 square feet (557 m²).
2. Buildings no more than one-story above grade plane with a *fire area* containing a repair garage exceeding 6,000 square feet (557 m²).

(53) Section 903.2.9.2 is amended to read as follows:

903.2.9.2 Bulk storage of tires. Buildings and structures where the area for the storage of tires exceeds 10,000 cubic feet (283 m³) shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1.

(54) **Section 903.2.10 Group S-2 enclosed parking garages.** condition # 1 is amended to read as follows:

1. Where the *fire area* of the enclosed parking garage exceeds 6,000 square feet (557 m²).

(55) Section 903.2.11.1 is amended to read as follows:

903.2.11.1 Stories without openings. An *automatic sprinkler system* shall be installed throughout all buildings, where the floor area of the story exceeds 1,500 square feet (139 m²) and where the story does not comply with the following criteria for exterior wall openings:

- (56) Section 903.2.11.1.2 is amended to read as follows:

903.2.11.1.2 Openings on one side only. Where openings in a story are provided on only one side and the opposite wall of such story is more than 75 feet (22 860 mm) from such openings, the building shall be equipped throughout with an *approved automatic sprinkler system*, or openings shall be provided on not fewer than two sides of the story.

- (57) Section 903.2.11.1.3 is amended to read as follows:

903.2.11.1.3 Basements. Where any portion of a *basement* is located more than 75 feet (22,860 mm) from openings required by Section 903.2.11.1, or where walls, partitions or other obstructions are installed that restrict the application of water from hose streams, the building shall be equipped throughout with an *approved automatic sprinkler system*.

- (58) **Section 903.2.11.3 Buildings 55 feet or more in height.** is amended by deleting all Exceptions.

- (59) Section 903.2 is amended by adding two new subsections to read as follows:

903.2.13 Group B or Mixed Occupancies. An automatic sprinkler system shall be provided throughout all buildings containing Group B or mixed occupancies where one of the following conditions exists:

1. The fire area exceeds 6,000 sq. ft. (557 m²).
2. Where the combined fire areas of Group B and mixed occupancies on all floors including mezzanines and basements is greater than 6,000 sq. ft. (557 m²).

903.2.14 Buildings Constructed under the *International Residential Code*. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be provided throughout all detached one and two-family dwellings and multiple single-family dwellings (townhouses), complying with the requirements of the *International Residential Code*, whose total aggregate fire area exceeds 6,000 square feet (557 m²).

Exception: Unless otherwise required by more restrictive local codes, policies, amendments, ordinances, or plat notes.

- (60) Section 903.3.1.3 is amended to read as follows:

903.3.1.3 NFPA 13D sprinkler systems. *Automatic sprinkler systems* installed in one- and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D and local codes, ordinances, and policies.

- (61) Section 903.3.8 is amended to read as follows:

903.3.8 Limited area sprinkler systems. Limited area sprinkler systems as required in the *International Residential Code* shall be in accordance with the standards listed in Section 903.3.1 except as provided in Sections 903.3.8.1 through 903.3.8.5.

- (62) Section 903.4 is amended to read as follows:

903.4 Sprinkler system supervision and alarm. Valves controlling the water supply for *automatic sprinkler systems*, pumps, tanks, water levels and temperatures, critical air pressures, and water-flow switches on all sprinkler systems shall be electrically supervised by a *listed* fire alarm control unit.

Exceptions:

1. *Automatic sprinkler system* valves, pumps, and tanks in one- and two-family *dwellings*.
2. Jockey pump control valves that are sealed or locked in the open position.
3. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
4. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.

- (63) **Section 905.3 Required installations.** is amended by deleting the Exception.

- (64) Section 905.3.1 is amended to read as follows:

905.3.1 Height. Class I standpipe systems shall be installed throughout buildings where any of the following conditions exist:

1. The floor level of the highest story is more than 20 feet (6035 mm) above the lowest level of fire department vehicle access,
2. The floor level of the lowest story is located more than 20 feet (6035 mm) below the highest level of fire department vehicle access.

- (65) Section 905.3 is amended by adding a new subsection to read as follows:

905.3.2 Building Area. In buildings exceeding 10,000 sq. ft. (929 m²) within surrounding exterior walls, an approved Class I standpipe system shall be provided where any portion of the building's interior is more than 140 feet (42.67 m) of travel, vertically and/or horizontally, from the nearest point of fire department vehicle access.

- (66) **Section 905.4 Location of Class I standpipe hose connections.** Conditions # 1 and 6 are amended to read as follows:

1. In every required *interior exit stairway*, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at the intermediate landing unless otherwise *approved* by the *fire code official*.

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6. Where the most remote portion of a nonsprinklered floor or story is more than 140 feet (42672 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than 200 feet (60960 mm) from a hose connection, the *fire code official* is authorized to require that additional hose connections be provided in *approved* locations.

(67) Section 907.6.6 is amended to read as follows:

907.6.6 Monitoring. Fire protection systems required by this chapter, the *International Building Code*, or the *International Residential Code*, shall be monitored by an *approved* supervising station in accordance with NFPA 72.

Exception: Monitoring by a supervising station is not required for:

1. Single- and multiple-station smoke alarms required by Section 907.2.10.
2. Smoke detectors in Group I-3 occupancies.

(68) Section 915.1 is amended to read as follows:

915.1 General. Carbon monoxide detection shall be installed in new buildings in accordance with Sections 915.1.1 through 915.6 and in accordance with Colorado Revised Statutes. Carbon monoxide detection shall be installed in existing buildings in accordance with Section 1103.9 and in accordance with Colorado Revised Statutes.

(69) **Section 1010.1.9.4 Locks and latches.** Condition 2.2 is amended to read as follows:

2.2. A readily visible, durable sign is posted on the egress side on or adjacent to the door stating: THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS. The sign shall be in letters 1 inch (25 mm) high on a contrasting background.

(70) Section 1103.5 is amended to read as follows:

1103.5 Sprinkler systems. An *automatic sprinkler system* shall be provided in existing buildings in accordance with Sections 1103.5.1 through 1103.5.5.

(71) Section 1103.5 is further amended by adding four new subsections to read as follows:

1103.5.5 Additions and alterations to existing buildings. Existing buildings constructed prior to adoption of this code, with a fire area exceeding 6,000 square feet (557 m²), undergoing additions, alterations or remodel work shall be evaluated under the *International Fire Code*, for the need for additional fire protection. Portions of buildings separated by approved fire walls as outlined in Chapter 7, Section 707 of the *International Building Code* may be considered as separate buildings.

1103.5.5.1 Existing buildings with a fire area not exceeding 6,000 sq. ft. (557 m²). An automatic sprinkler system shall be provided throughout a

building undergoing an addition and/or alteration work whose new aggregate fire area of the building exceeds 6,000 square feet (557 m²).

1103.5.5.2 Existing buildings with a fire area exceeding 6,000 sq. ft. (557 m²). An automatic sprinkler system shall be provided throughout a building undergoing addition work that increases the fire area of the existing building.

1103.5.5.3 Alterations to existing buildings with a fire area exceeding 6,000 sq. ft. (557 m²). An automatic sprinkler system shall be provided throughout a building when the area undergoing alterations equals or exceeds 50% of the aggregate fire area of the building.

Exception: Alterations limited to the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using the same materials, elements, equipment or fixtures that serve the same purpose.

- (72) Section 1103.6.1 is amended to read as follows:

1103.6.1 Existing multi-story buildings. Existing buildings with occupied floors located more than 40 feet (12192 mm) above the lowest level of fire department access or more than 40 feet (12192 mm) below the highest level of fire department access shall be equipped with standpipes.

- (73) Section 1103.9 is amended to read as follows:

1103.9 Carbon monoxide alarms. Carbon monoxide alarms shall be installed in existing dwelling units and sleeping units where those units include any of the conditions identified in Sections 915.1. The carbon monoxide alarms shall be installed in the locations specified in Section 915.2 and the installation shall be in accordance with Section 915.4.

- (74) **Section 2403.2.7 Welding warning signs.** is amended by changing the sign language to read as follows:

NO WELDING
THE USE OF WELDING OR
SIMILAR SPARK-PRODUCING
EQUIPMENT IN OR NEAR THIS AREA
IS DANGEROUS BECAUSE OF FIRE
AND EXPLOSION HAZARDS. WELDING
AND CUTTING SHALL BE DONE ONLY
UNDER THE SUPERVISION OF THE
PERSON IN CHARGE.

- (75) Section 3103.2 is amended to read as follows:

3103.2 Approval required. Tents and membrane structures having an area in excess of 200 square feet (19 m²) shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the *fire code official*.

Exception:

Tents used exclusively for recreational camping purposes.

- (76) Section 3103.6 is amended to read as follows:

3103.6 Construction documents. A detailed site and floor plan for tents or membrane structures shall be provided with each application for approval. The tent or membrane structure floor plan shall indicate details of the *means of egress* facilities, seating capacity, arrangement of the seating and location and type of heating and electrical equipment. The *construction documents* shall include an analysis of structural stability.

- (77) Section 3105.2 is amended to read as follows:

3105.2 Approval. Temporary special event structures in excess of 200 square feet (18.58 m²) shall not be erected, operated or maintained for any purpose without first obtaining approval and a permit from the *fire code official* and the building official.

- (78) **Section 5001.1 Scope.** Exception # 10 is amended to read as follows:

10. The storage of wines in wooden barrels and casks.

- (79) Section 5104.2.2 is amended to read as follows:

5104.2.2 Aerosol cooking spray products. Storage of aerosol cooking spray products in A, B, E, F, M and R occupancies shall not be more than 1,000 pounds (454 kg) net weight.

- (80) **Section 5701.2 Nonapplicability.** condition # 10 is amended to read as follows:

10. The storage of wines in wooden barrels and casks.

- (81) **Chapter 80 REFERENCED STANDARDS** is amended by adding the following to the existing list of standards:

NFPA 1 – 2015 Fire Code, Chapter 38.

- (82) **Table B105.1(1) REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES** is amended by deleting both references to Section P2904 of the *International Residential Code*.

- (83) Section D103.6 is amended to read as follows:

D103.6 Signs. Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent NO PARKING—FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required

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by Section D103.6.1 or D103.6.2 and at intervals as required by the Fire Code Official.

- (84) Section J101.1 is amended to read as follows:

J101.1 Scope. New buildings shall have a building information sign(s) that shall comply with Sections J101.1.1 through J101.7. Existing buildings may be brought into conformance with Sections J101.1 through J101.9 when one of the following occurs:

- (85) Section N103.3 is amended to read as follows:

N103.3 Crowd managers. Where events involve a gathering of more than 500 people, trained crowd managers shall be provided in accordance with Section 403.12.3.

- (86) The *International Fire Code* is further amended by adding a new appendix chapter to read as follows:

APPENDIX O FIRE REGULATIONS

This appendix helps land management agencies reduce fire risk and prevent wildfires within Summit County where there is above average exposure to the Wildland Urban Interface (WUI).

SECTION O101 GENERAL

O101.1 Scope. This appendix is intended to identify the restrictions to recreational fires, open burning, fire management, smoking, and using internal combustion engines under conditions not covered by any Federal, State, or Local fire restrictions.

SECTION O201 DEFINITIONS

O201.1 Definitions. The following terms are defined in Chapter 2:

Controlled Burning
Open Burning
Permanent Fire Ring
Portable Outdoor Fireplace
Recreational Fire

SECTION O301 RECREATIONAL FIRE

O301.1 Recreational Fire. Outdoor recreational fires on private property shall be allowed under the following conditions:

1. A valid permit has been issued.
2. The fire is contained to:

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- 2.1 Permanent outdoor fireplace or fire ring with a screen to reduce the spread of embers.
- 2.2 Portable outdoor fireplace that is assembled, located, and operated in accordance with the manufacturer's instructions with a screen to reduce the spread of embers.
- 2.3 A commercially designed chiminea with a screen to reduce the spread of embers.
3. The area directly underneath the fireplace or chiminea is barren of flammable material.
4. The fireplace or chiminea is located at least 15 feet (4.572 m) from any flammable material and/or structure.
5. The fire is contained within an approved fireplace or fire ring and the fire has a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (1.2192 m) or less in height and utilizes a non-toxic fuel source such as wood or charcoal.

Exceptions:

1. Fires built within designated dispersed camping sites or picnic areas contained within a permanent metal fire ring as long as the fire has a total fuel area of 3 feet (0.9144 m) or less in diameter and 2 feet (1.2192 m) or less in height and utilizes a wood or charcoal.
2. Fires contained within a fireplace, stove, wood burning stove, or pellet stove designed for and located within a fully enclosed permanent structure.

O301.2 Fire Prevention Measures. Individuals operating a fire in compliance with the O301.1 shall provide the following safety equipment to prevent the spread of the fire:

1. The fire shall be constantly attended by a responsible adult.
2. The fire shall be extinguished and cool to the touch prior to leaving the site unattended.
3. There shall be available for immediate utilization one of the following:
 - 3.1 A portable fire extinguisher with a minimum 2A-10B:C rating.
 - 3.2 A 5 gallon container filled with water.
 - 3.3 A charged garden hose available for immediate utilization.

SECTION O401 CONTROLLED BURNING

O401.1 Controlled burning. Burning for the purposes of meeting specific land management objectives, such as to reduce flammable fuels, restore ecosystem health, recycle nutrients, or prepare an area for new trees or vegetation shall be allowed under the following conditions:

1. A valid permit has been issued.
2. The fire shall be constantly attended by a responsible adult.
3. The fire shall be extinguished and cool to the touch prior to leaving the site unattended.
4. Within the approved burn site, the fire has a total fuel area of 8 feet (2.4384 m) or less in diameter and 4 feet (1.2192 m) or less in height.
5. There shall be available for immediate utilization one of the following:
 - 5.1 A portable fire extinguisher with a minimum 2A-10B:C rating.
 - 5.2 A 5 gallon container filled with water.
 - 5.3 A charged garden hose available for immediate utilization.

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6. The approved burn area is located at least 50 feet (15.24 m) from any flammable material and/or structure.

O401.2 Fire Management. Fires caused or administered by any Federal, State, or Local officer or member of an organized rescue or firefighting force shall be permitted if the following conditions are met:

1. Notice is given to the fire department or Fire Code Official.
2. The fire is performed as part of an official duty.

O401.3 Restrictions. The Fire Code Official has the right to restrict controlled burning to certain times of the year outside the scope of Federal, State, or Local fire restrictions.

SECTION O501 SMOKING

O501.1 Outdoor Smoking. Outdoor smoking shall be permitted under the following conditions:

1. The individual smoking shall be at least 3 feet (0.914 m) away from natural vegetation and/or flammable materials.
2. All burning objects shall be properly extinguished and disposed of in a sealed container.

SECTION O601 USE OF INTERNAL COMBUSTION ENGINES

O601.1 General. The operation of a chainsaw, trimmer, mower, or similar internal combustion engine driven equipment shall be permitted under the following conditions:

1. The operator shall have a 2A-10B:C rated dry chemical fire extinguisher available for immediate use.
2. The engine shall be equipped with an approved spark arresting device.

SECTION O701 FIREWORKS AND EXPLOSIVES

O701.1 Fireworks. The use and sale of recreational fireworks shall be prohibited.

Exception: Fireworks permitted under Town or County codes and/or ordinances.

O701.2 Explosives. The use and sale of recreational explosives including explosive targets or tracer ammunition shall be prohibited.

Exception: Explosives permitted under Town or County codes and/or ordinances.

SECTION O801 OPEN FLAME DEVICES

O801.1 Open flame torch devices. The use of any open flame torch device shall be permitted under the following conditions:

1. A valid permit has been issued.
2. The operator shall have a 2A-10B:C rated dry chemical fire extinguisher available for immediate use.

The use of the device shall be at least 15 feet (4.572m) away from natural vegetation and/or flammable materials.

- (87) The *International Fire Code* is further amended by adding a new appendix chapter to read as follows:

APPENDIX P WILDFIRE MITIGATION

This appendix provides requirements for wildfire mitigation where not otherwise regulated by local ordinances.

SECTION P101 GENERAL

P101.1 Scope. This appendix provides a methodology for reducing wildland fire ignition hazards around structures that will be located in a wildland-urban interface area and provides minimum requirements to reduce the potential of structure ignition from wildland fires while ensuring continuity between required and voluntary mitigation activities.

SECTION P201 DEFINITIONS

P201.1 Definitions. The following terms are defined in Chapter 2:

Defensible Space
Firewise® Landscaping
Ground Fuels
Mitigation
Structure Ignition Zone
Tree Crown
Wildland-Urban Interface

SECTION P301 FUEL MODIFICATION AREA

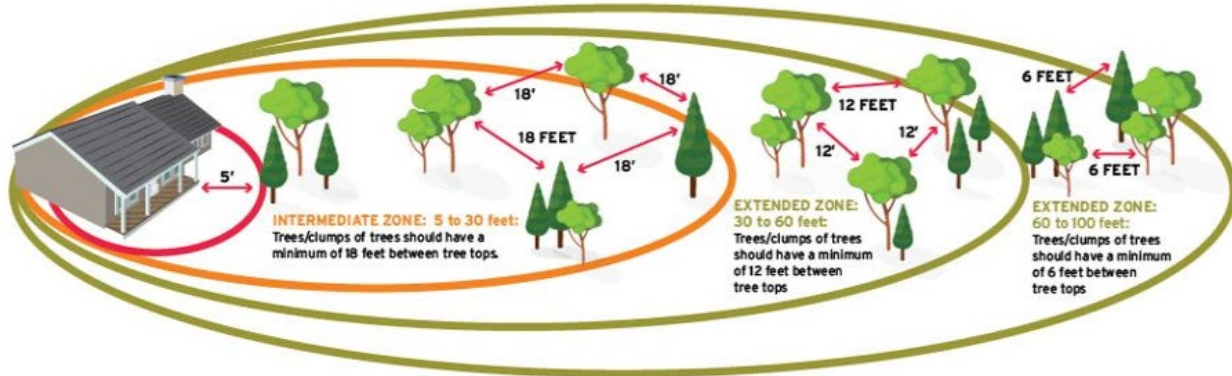
P301.1 General. The property shall be divided into three zones. These zones are (Figure P301):

1. The Immediate Zone -- 0 to 5 feet from the furthest attached exterior point of the home
2. The Intermediate zone -- 5 to 30 feet from the furthest attached exterior point of the home.
3. The Extended Zone, 30 to 60 feet and 60 to 100 feet from the furthest attached exterior point of the home.

Exception:

1. Nothing in this appendix shall require the removal of healthy trees, shrubs, and other landscaping materials required by a Town or the County as part of an approved landscaping plan.
2. Property past a property line.

FIGURE P301



SECTION P401 THE IMMEDIATE ZONE

P401.1 General. This is the most important zone of the defensible space, according to the Firewise® program, to take immediate action on as it is the most vulnerable to embers. The following specific standards apply to the creation of defensible space within the Immediate Zone:

1. All dead and diseased trees, shrubs, and other landscaping materials shall be removed.
2. All vegetation and combustible and flammable materials shall be moved away from exterior walls, under the eaves, and/or decks. This includes:
 - 2.1 Mulch
 - 2.2 Ground fuels
 - 2.3 Flammable plants
 - 2.4 Leaves and needles
 - 2.5 Firewood piles

SECTION P501 THE INTERMEDIATE ZONE

P501.1 General. This is the landscaping/hardscaping zone of the defensible space through the use of careful landscaping or creating breaks that can help influence and decrease fire behavior. The following specific standards apply to the creation of defensible space within the Intermediate Zone:

1. All dead and diseased trees, shrubs, and other landscaping materials shall be removed.
2. Removal of ladder fuels (vegetation under trees) shall occur so a surface fire cannot reach the crowns of the trees.
 - 2.1 Limb up trees to a height of 10 feet. For shorter trees, trim to a height of 1/3 of the overall tree height.
3. Trees shall be spaced to have a minimum of eighteen feet between the crowns with the distance increasing with the percentage of slope.
4. Firewise® trees and shrubs in this zone should be limited to small clusters of a few each to break up the continuity of the vegetation across the landscape.
5. Irrigated trees, shrubs, and other landscaping material shall be preserved if they are limbed to remove dead branches and well-spaced to reduce the risk of a fire spreading to other vegetation or structures.

**SECTION P601
THE EXTENDED ZONE UP TO 60 FEET**

P601.1 General. This zone focuses on interrupting a fire's path and keeping the flames smaller and on the ground by:

1. All dead and diseased trees, shrubs, and other landscaping materials shall be removed.
2. The accumulation of ground litter and debris shall be disposed of or dispersed.
3. Small conifers growing between mature trees shall be removed.
4. Vegetation adjacent to storage or other outbuildings shall be removed.
5. Trees shall be spaced to have a minimum of twelve feet between the crowns with the distance increasing with the percentage of slope.

**SECTION P701
THE EXTENDED ZONE OVER 60 FEET**

P701.1 General. This zone focuses on interrupting a fire's path and keeping the flames smaller and on the ground by:

1. All dead and diseased trees, shrubs, and other landscaping materials shall be removed.
2. The accumulation of ground litter and debris shall be disposed of or dispersed.
3. Small conifers growing between mature trees shall be removed.
4. Vegetation adjacent to storage or other outbuildings shall be removed.
5. Trees shall be spaced to have a minimum of six feet between the crowns with the distance increasing with the percentage of slope.

§65-5. Amendments to the *International Code Council Electrical Code Administrative Provisions.*

- (1) Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the *Electrical Code—Administrative Provisions* of The Town of Frisco and shall be cited as such. The *ICC Electrical Code - Administrative Provisions* in combination with the separately adopted *National Electrical Code* will be referred to herein as “this code.”

- (2) Section 201.3 is amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code*, or NFPA 70, such terms shall have meanings ascribed to them as in those codes.

- (3) Chapter 3, Sections 401.1 and 401.2 concerning organization and enforcement are deleted in its entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code

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of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of this code.

- (4) Section 401.3 is deleted in its entirety and replaced with a new section to read as follows:

401.3 Work exempt from permits. The following work shall be exempt from the requirements for a permit:

1. Listed cord and plug connected temporary decorative lighting.
2. Reinstallation of attachment plug receptacles, but not the outlets therefor.
3. Repair or replacement of branch circuit overcurrent devices of the required capacity in the same location.
4. Temporary wiring for experimental purposes in suitable experimental laboratories.
5. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
6. Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved receptacle when that cord or cable is permitted by this code.
7. Repair or replacement of fixed motors, transformers or fixed approved appliances of the same type and rating in the same location.
8. Repair or replacement of current-carrying parts of any switch, contactor or control device.
9. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.
10. The wiring for temporary theater, motion picture, television stage sets, or special event facilities.
11. Low-energy power, control, and signal circuits of Class II and Class III as defined in this code.
12. The installation, alteration, or repair of electrical wiring, apparatus, or equipment, or the generation, transmission, distribution or metering of electrical energy, or in the operation of signals or the transmission of intelligence by public or private utilities in the exercise of their function as a serving utility.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for work to be done in violation of the provisions of this code or other laws or ordinances of this jurisdiction.

- (5) Sections 402, 403, 404, Chapters 5 and 6, and Section 701 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *Electrical Code*.

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- (6) Sections 702.1.7 through 702.8 are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *Electrical Code*.
- (7) Chapters 8, 9, 10, 11, and Sections 1202 and 1203 are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *Electrical Code*.

§65-6. Amendments to the *International Mechanical Code*.

- (1) Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the *Mechanical Code* of The Town of Frisco, hereinafter referred to as “this code.”
- (2) Sections 103, 104, 105, and 106.1 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Mechanical Code*.
- (3) Sections 106.3 through 106.5.3, and 107.1 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Mechanical Code*.
- (4) Sections 107.2.1 through 107.6, 108, 109 and 110 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Mechanical Code*.
- (5) Section 202 is amended by adding the following definition within the alphabetical order of the existing definitions.

FIRE DEPARTMENT. The chief officer of Summit Fire and EMS Authority or the chief officer’s authorized representative.
- (6) **Section 401.4 Intake opening location.** is amended by adding a new condition to read as follows:
 - 5. All air intake openings required by this code that terminate outdoors shall be located a minimum of 36 inches above final grade.

Exception: With prior approval of the building official, openings may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (7) Section 701 is amended by adding a new subsection to read as follows:

701.3 Snow depth. All combustion air openings and ducts terminating on the outside shall be a minimum of 36 inches above final grade. If a ventilated crawl space is utilized as a combustion air source, ventilation louvers must be a minimum of 36 inches above final grade.

Exception: With prior approval of the building official, openings and duct terminations may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (8) Section 802.3 is amended by adding a new subsection to read as follows:

802.3.1 Enclosure. Portions of venting systems which extend through occupied and storage spaces shall be enclosed to avoid contact with or damage to the installation.

- (9) **Section 804.3.4 Horizontal terminations.** requirement # 6 is amended to read as follows:

6. The bottom of the vent termination shall be located not less than 36 inches (914 mm) above finished grade.

- (10) Section 805 is amended by adding a new section to read as follows:

805.8 Chimney enclosure. Factory-built chimneys shall be enclosed within a continuous enclosure protected on the interior (flue) by not less than 5/8-inch Type X gypsum wallboard.

Exception: The portion of the chimney located in the same room as the appliance and the portion of the chimney above the finished roof is not required to be enclosed.

- (11) Section 903.3 is amended to read as follows:

903.3 Unvented gas log heaters. An unvented gas log heater shall not be installed in a factory-built fireplace.

- (12) Section 1208.1 is amended to read as follows:

1208.1 General. Hydronic piping systems shall be tested hydrostatically at one and one half times the maximum system design pressure, but not less than 100 psi (689 kPa). The duration of each test shall be not less than 15 minutes. Hydronic tubing may be tested with a 50 (psi) air test for 30 minutes.

- (13) Section 1210.10 is amended to read as follows:

1210.10 Tests. Before connection header trenches are backfilled, the assembled loop system shall be pressure tested with water at 100 psi (689 kPa) for 15 minutes, in which time there shall not be observed leaks. Flow and pressure loss testing shall be performed and the actual flow rates and pressure drops shall be compared to the calculated design values. If actual flow rate or pressure drop values differ from calculated design values by more than 10 percent, the cause shall be identified and corrective action taken. Assembled loop systems may be tested with a 50 (psi) air test for 30 minutes.

§65-7. Amendments to the *International Plumbing Code*.

- (1) Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the *Plumbing Code* of the Town of Frisco hereinafter referred to as “this code.”

- (2) Section 101.3 is amended to read as follows:

101.3 Intent. The purpose of this code is to establish minimum standards to provide a reasonable level of safety, health, property protection and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of plumbing equipment and systems. The intent of this code is to meet or exceed the requirements of the State of Colorado Plumbing Code. When technical requirements, specifications or standards in the Colorado Plumbing Code conflict with this code, the more restrictive provision shall apply.

- (3) Sections 103, 104, 105 and 106.1 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Plumbing Code*.
- (4) Sections 106.3 through 106.6.3, and 107.1 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Plumbing Code*.
- (5) Sections 107.2.1 through 107.7, 108, 109 and 110 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Plumbing Code*.
- (6) Section 202 is amended by adding the following definition within the alphabetical order of the existing definitions.

FIRE DEPARTMENT. The chief officer of Summit Fire and EMS Authority or the chief officer’s authorized representative.

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- (7) Section 305.4.1 is amended to read as follows:

305.4.1 Sewer depth. Building sewers shall be installed in accordance with the standards and approval of the Frisco Sanitation District.

- (8) Section 312.3 is amended to read as follows:

312.3 Drainage and vent air test. An air test shall be made by forcing air into the system until there is a uniform gauge pressure of 5 psi (34.5 kPa) or sufficient to balance a 10-inch (254 mm) column of mercury. This pressure shall be held for a test period of not less than 15 minutes. Any adjustments to the test pressure required because of changes in ambient temperatures or the seating of gaskets shall be made prior to the beginning of the test period.

- (9) Section 312.5 is amended to read as follows:

312.5 Water supply system test. Upon completion of a section of or the entire water supply system, the system, or portion completed, shall be tested and proved tight under a water pressure not less than the working pressure of the system; or by an air test of not less than 50 psi (344 kPa). This pressure shall be held for not less than 15 minutes. The water utilized for tests shall be obtained from a potable source of supply. The required tests shall be performed in accordance with this section and Section 107.

- (10) Section 312.6 is amended to read as follows:

312.6 Gravity sewer test. Testing of the building sewer shall be in accordance with the standards and approval of the Frisco Sanitation District.

- (11) Section 312.7 is amended to read as follows:

312.7 Forced sewer test. Testing of the building sewer shall be in accordance with the standards and approval of the Frisco Sanitation District.

- (12) **Section 403.2 Separate facilities.** Is amended by changing Exception 2 to read as follows:

2. Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 30 or fewer.

- (13) Section 413 is amended by adding a new subsection to read as follows:

413.5 Boiler rooms. Boiler rooms, water heater rooms, mechanical rooms, and similar utility spaces shall be equipped with a floor drain or other means suitable for disposing of condensates, relief valve drainage, safety pan drainage, as well as the accumulation of liquid wastes incidental to cleaning, recharging, and routine maintenance.

- (14) **Section 504.6 Requirements for discharge piping.**, condition # 5 is amended to read as follows:

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5. Discharge to the floor, to the pan serving the water heater or storage tank, to a waste receptor located within conditioned space, or by other approved means within the building.

(15) Section 701.2 is amended to read as follows:

701.2 Connection to sewer required. Sanitary drainage piping from plumbing fixtures in buildings and sanitary drainage piping systems from premises shall be connected to a public sewer.

(16) Section 903.1 is amended to read as follows:

903.1 Roof extension. Open vent pipes that extend through a roof shall be terminated not less than 12 inches (305 mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.

(17) Section 1106.1 is amended to read as follows:

1106.1 General. The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on the 100-year hourly rainfall rate of two (2) inches (50.8 mm) per hour.

(18) Section 1109.1 is deleted in its entirety and replaced with a new section to read as follows:

1109.1 Combination sanitary and storm public sewer. Combination sanitary and storm drains or sewers are prohibited.

(19) Section 1301.1 is amended to read as follows:

1301.1 Scope. The provisions of Chapter 13 shall govern the materials, design, construction and installation of systems for the collection, storage, treatment and distribution of nonpotable water. All non-potable water sources and reclaimed water systems are to be compliant to this code and the latest version of any amendments to the State of Colorado Plumbing Code as adopted by the State Plumbing Board.

(20) Section 1401.1 is amended to read as follows:

1401.1 Scope. The provisions of this chapter shall govern the materials, design, construction and installation of subsurface landscape irrigation systems connected to nonpotable water from on-site water reuse systems. All non-potable water sources and reclaimed water systems are to be compliant to this code and the latest version of any amendments to State of Colorado Plumbing Code as adopted by the State Plumbing Board.

§65-8. Amendments to the *International Fuel Gas Code*.

- (1) Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the *Fuel Gas Code* of the Town of Frisco, hereinafter referred to as “this code.”
- (2) Sections 103, 104, 105, and 106.1 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Fuel Gas Code*.
- (3) Sections 106.3 through 106.6.3, and 107.1 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Fuel Gas Code*.
- (4) Sections 107.2.1 through 107.2.5.3 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Fuel Gas Code*.
- (5) Sections 107.4 through 107.6, 108, 109 and 110 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Fuel Gas Code*.
- (6) **Section 303.3 Prohibited locations.** is amended by deleting exceptions # 3 and 4 in their entirety.
- (7) Section 304.11, condition # 8 is amended to read as follows:
 8. *Combustion air* intake openings located on the exterior of a building shall have the lowest side of such openings located not less than 36 inches (914 mm) vertically from the adjoining finished ground level.

Exception: With prior approval of the building official, openings and duct terminations may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.
- (8) Section 406.4.1 is amended to read as follows:

406.4.1 Test pressure. The test pressure to be used shall be no less than 1-1/2 times the proposed maximum working pressure, but not less than 10 psig (69 kPa gauge) for threaded pipe, 60 psig for welded pipe, irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall

not exceed a value that produces a hoop stress in the *pipng* greater than 50 percent of the specified minimum yield strength of the pipe.

- (9) Section 501.8 is amended to read as follows:

501.8 Appliances not required to be vented. The following appliances shall not be required to be vented.

1. Ranges
2. Built-in domestic cooking units *listed* and marked for optional venting
3. Hot plates and laundry stoves
4. Type 1 clothes dryers (Type 1 clothes dryers shall be exhausted in accordance with the requirements of Section 614.)
5. A single booster-type automatic instantaneous water heater, where designed and used solely for the sanitizing rinse requirements of a dishwashing machine, provided that the heater is installed in a commercial kitchen having a mechanical exhaust system. Where installed in this manner, the draft hood, if required, shall be in place and unaltered and the draft hood *outlet* shall be not less than 36 inches (914 mm) vertically and 6 inches (152 mm) horizontally from any surface other than the heater.
6. Refrigerators
7. Counter appliances
8. Direct-fired make-up air heaters
9. Other appliances *listed* for unvented use and not provided with flue collars
10. Specialized equipment of limited input such as laboratory burners and gas lights.

Where the appliances listed in items 5 through 10 above are installed so that the aggregate input rating exceeds 20 British thermal units (Btu) per hour per cubic foot (207 watts per m³) of volume of the room or space in which such appliances are installed, one or more shall be provided with venting systems or other approved means for conveying the vent gases to the outdoor atmosphere so that the aggregate input rating of the remaining unvented appliances does not exceed 20 Btu per hour per cubic foot (207 watts per m³). Where the room or space in which the *appliance* is installed is directly connected to another room or space by a doorway, archway, or other opening of comparable size that cannot be closed, the volume of such adjacent room or space shall be permitted to be included in the calculations.

- (10) Section 501.14 is amended by adding a new subsection to read as follows:

501.14.1 Snow depth. Venting systems and air intakes terminating horizontally shall be a minimum of 36 inches above final grade.

Exception: With prior approval of the building official, openings may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

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- (11) Section 502.5 is amended by adding a new subsection to read as follows:
- 502.5.1 Enclosure.** Portions of venting systems which extend through occupied and storage spaces shall be enclosed to avoid contact with or damage to the installation.
- (12) Section 503.4.1 is amended by adding a new subsection to read as follows:
- 503.4.1.2 Pressure test required.** All plastic piping vent installations shall be tested with a 5 psi air test for 15 minutes, prior to connection and operation of the appliance.
- (13) Section 503.5.1 is amended to read as follows:
- 503.5.1 Factory-built chimneys.** Factory-built chimneys shall be listed in accordance with UL103 and installed in accordance with the manufacturer's installation instructions and Section 506. Factory-built chimneys used to vent appliances that operate at a positive vent pressure shall be *listed* for such application.
- (14) Section 503.6.5.1 is amended to read as follows:
- 503.6.5.1 Decorative shrouds.** Decorative shrouds shall not be installed at the termination of gas vents except where such shrouds are *listed* for use with the specific gas venting system and are installed in accordance with manufacturer's installation instructions.
- Exception:** Decorative shrouds at the termination of vents serving only gas-fired decorative vented appliances that are constructed entirely of noncombustible materials, provide unobstructed openings to outdoor air on all sides, provide clearances per the appliance manufacturer's instructions, and are approved by the building official.
- (15) **Section 503.8 Venting system termination location.** is amended by changing Items # 2 and 3 to read as follows:
2. A mechanical draft venting system, excluding *direct-vent appliances*, shall terminate not less than 4 feet (1219 mm) below, 4 feet (1219 mm) horizontally from, or 1 foot (305 mm) above any door, operable window or gravity air inlet into any building. The bottom of the vent terminal shall be located not less than 36 inches (914 mm) above finished ground level.
 3. The clearances for through-the-wall, direct-vent terminals shall be in accordance with Table 503.8. The bottom of the vent terminal and the air intake shall be located not less than 36 inches (914 mm) above finished ground level.
- (15) Section 506 is amended by adding a new subsection to read as follows:
- 506.4 Factory-built chimney enclosures.** Factory-built chimneys shall be enclosed within a continuous enclosure protected on the interior (flue) by not less than 5/8-inch Type X gypsum wallboard.

Exception: The portion of the chimney located in the same room as the appliance and the portion of the chimney above the finished roof is not required to be enclosed.

- (17) Section 601 is amended by adding a new subsection to read as follows:

601.2 Snow depth. All air intake openings required by this code that terminate outdoors shall be located a minimum of 36 inches above final grade.

Exception: With prior approval of the building official, openings may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (18) Section 602.1 is amended by adding a new subsection to read as follows:

602.1.1 Damper. The fireplace damper shall be completely removed to prevent spillage of combustion products into the room.

- (19) Section 603.1 is amended to read as follows:

603.1 General. Log lighters are prohibited.

- (20) Section 621 is deleted in its entirety and replaced with a new section to read as follows:

SECTION 621 UNVENTED ROOM HEATERS

621.1 Prohibited installation. Installation of unvented room heaters is prohibited.

§65-9. Amendments to the *International Energy Conservation Code*. [Amended 04-14-20, Ord. 20-04]

- (1) Section C101.1 is amended to read as follows:

C101.1 Title. This code shall be known as the *Energy Conservation Code* of the Town of Frisco, and shall be cited as such. It is referred to herein as “this code.”

- (2) **C101.6 Summit Sustainable Building Code. (SSBC)** In addition to the requirements of Section C101.5, new buildings shall comply with the Summit Sustainable Building Code, in accordance with Sections C101.6.1 and C101.6.2.

C101.6.1 Residential SSBC. All new structures classified as Residential Group R-2, R-3 or R-4 occupancies above 3 stories and not more than 5 stories shall comply with amended Section R101.6 of this code.

C101.6.2 Commercial SSBC. All new structures defined as a *Commercial Building* in Chapter 2 other than those described in Section C101.6.1, shall comply with amended sections C401.2, C404.11 and C405.10.

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- (3) Sections C103 through C105.1 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Energy Conservation Code – Commercial Provisions*.
- (4) Sections C105.3 through C109 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Energy Conservation Code – Commercial Provisions*.
- (5) Section C202 is amended by adding the following new definitions within the alphabetical order of the existing definitions:

ELECTRIC VEHICLE (EV). A vehicle registered for on-road use, primarily powered by an electric motor that draws current from a rechargeable storage source that is charged by being plugged into an electrical current source.

ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE). The electrical conductors and associated equipment external to the *electric vehicle* that provide a connection between the premises wiring and the *electric vehicle* to provide *electric vehicle* charging.

EV CAPABLE SPACE. A designated parking space which is provided with a listed raceway capable of accommodating a 40-ampere minimum 208/240-volt dedicated branch circuit for each future *EVSE Installed* parking space. Raceways shall not be less than trade size 1 (nominal 1-inch inside diameter). Raceways shall originate at the main service or subpanel and shall terminate into a listed cabinet, box, or enclosure in close proximity to the proposed location of the *EV Capable* parking spaces. Raceways are required to be continuous at enclosed, inaccessible or concealed areas and spaces. The service panel and/or subpanel shall provide capacity to install a 40-ampere minimum 208/240-volt dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overprotection device.

EV READY SPACE. A designated parking space which is provided with one minimum 40-ampere, 208/240-volt dedicated branch circuit for *EVSE* servicing electric vehicles. The circuit shall terminate in a suitable termination point such as a receptacle, junction box, or an *EVSE*, and be located in close proximity to the proposed location of the *EV Ready* parking space.

EVSE INSTALLED SPACE. A parking space with *electric vehicle supply equipment* capable of supplying a 40-ampere dedicated branch circuit rated at 208/240 volt from a building electrical panel board.

- (6) Section C302.1 is amended to read as follows:

C302.1 Design conditions. The interior design temperatures used for heating and cooling load calculations shall be a maximum of 72° F (22° C) for heating and minimum of 75° F (24° C) for cooling. The winter design dry-bulb (F) shall be -13, heating degree days shall be 11,019, and climate zone 7. The winter design dry-bulb (F) shall be -13, heating degree days shall be 11,019, and climate zone 7.

(7) Section C401.2 Is amended to read as follows:

C401.2 Application. Commercial buildings shall comply with one of the following:

1. The requirements of ANSI/ASHRAE/IESNA 90.1. The building's annual energy cost shall achieve savings 25 percent or greater than the baseline building energy model developed using ASHRAE 90.1 Energy Cost Budget protocol.
2. The requirements of Sections C402 through C405 and C408. In addition, commercial buildings shall comply with amended Section C406 and tenant spaces shall comply with Section C406.1.1.
3. The requirements of Sections C402.5, C403.2, C403.3 through C403.3.2, C403.4 through C403.4.2.3, C403.5.5, C403.7, C403.8.1 through C403.8.4, C403.10.1 through C403.10.3, C403.11, C403.12, C404, C405, C407, and C408. The building energy cost shall be equal to or less than 75 percent of the standard reference design building.

(8) Section C404 is amended by adding a new section to read as follows:

C404.11. Building Water Use Reduction. Where required by Section C101.6.2, building water consumption shall be regulated by this section.

C404.11.1 Plumbing Fixtures and Fittings. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with the following requirements, as shown in Table C404.11.1:

- a. **Water closets (toilets) – flushometer valve type.** For single-flush, maximum flush volume shall be determined in accordance with ASME A112.19.2/CSA B45.1 and shall not exceed 1.28 gal (4.8 L). For dual-flush, the full-flush volume shall not exceed 1.28 gal (4.8L) per flush. Dual-flush fixtures shall also comply with the provisions of ASME A112.19.14.
- b. **Water closets (toilets) – tank-type.** Tank-type water closets shall be certified to the performance criteria of the USEPA WaterSense Tank-Type High-Efficiency Toilet Specification and shall have a maximum full-flush volume of 1.28 gal (4.8 L). Dual-flush fixtures shall also comply with the provisions of ASME A112.19.14.
- c. **Urinals.** Maximum flush volume, when determined in accordance with ASME A112.19.2/CSA B45.1, shall not exceed 0.5 gal (1.9 L). Flushing urinals shall comply with the performance criteria of the USEPA

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WaterSense Specification for Flushing Urinals. Nonwater urinals shall comply with ASME A112.19.19 (vitreous china) or IAPMO Z124.9 (plastic) as appropriate.

- d. Public lavatory faucets.** Maximum flow rate shall not exceed 0.5 gpm (1.9 L/min) when tested in accordance with ASME A112.18.1/CSA B125.1.
- e. Public metering self-closing faucet.** Maximum water use shall not exceed 0.25 gal (1.0 L) per metering cycle when tested in accordance with ASME A112.18.1/CSA B125.1.
- f. Residential bathroom lavatory sink faucets.** Maximum flow rate shall not exceed 1.5 gpm (5.7 L/min) when tested in accordance with ASME A112.18.1/CSA B125.1. *Residential* bathroom lavatory sink faucets shall comply with the performance criteria of the USEPA WaterSense High-Efficiency Lavatory Faucet Specification.
- g. Residential kitchen faucets.** Maximum flow rate shall not exceed 1.8 gpm (6.8 L/min) when tested in accordance with ASME A112.18.1/CSA B125.1. Kitchen faucets shall be permitted to temporarily increase the flow greater than 1.8 gpm (6.8 L/min) but shall not exceed 2.2 gpm (8.3 L/min) and must automatically revert to the established maximum flow rate of 1.8 gpm (6.8 L/min) upon physical release of the activation mechanism or closure of the faucet valve.
- h. Residential showerheads.** Maximum flow rate shall not exceed 2.0 gpm (7.6 L/min) when tested in accordance with ASME A112.18.1/CSA B125.1. *Residential* showerheads shall comply with the performance requirements of the USEPA WaterSense Specification for Showerheads.
- i. Residential shower compartment (stall) in dwelling units and guest rooms.** The allowable flow rate from all shower outlets (including rain systems, waterfalls, bodysprays, and jets) that can operate simultaneously shall be limited to a total of 2.0 gpm (7.6 L/min).

Exception: Where the area of a shower compartment exceeds 2600 in.² (1.7m²), an additional flow of 2.0 gpm (7.6 L/min) shall be permitted for each multiple of 2600 in.² (1.7m²) of floor area or fraction thereof.
- j. Water-bottle filling stations.** *Water-bottle filling stations* shall be an integral part of, or shall be installed adjacent to, not less than 50% of all drinking fountains installed indoors on the premises.

**TABLE C404.11.1
PLUMBING FIXTURES AND FITTINGS REQUIREMENTS**

PLUMBING FIXTURE	MAXIMUM
Water Closets (toilets) – flushometer single-flush valve type	Single-flush volume of 1.28 gal (4.8 L)
Water Closets (toilets) – flushometer dual-flush valve type	Full-flush volume of 1.28 gal (4.8 L)
Water Closets (toilets) – single-flush tank-type	Single-flush volume of 1.28 gal (4.8 L)
Water Closets (toilets) – dual-flush tank-type	Full-flush volume of 1.28 gal (4.8 L)

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Urinals	Flush volume 0.5 gal (1.9 L)
Public lavatory faucets	Flow rate – 0.5 gpm (1.9 L/min)
Public metering self-closing faucet	0.25 gal(1.0 L) per metering cycle
Residential bathroom lavatory sink faucets	Flow rate – 1.5 gpm (5.7 L/min)
Residential kitchen faucets	Flow rate – 1.8 gpm (6.8 L/min) ^a
Residential showerheads	Flow rate – 2.0 gpm (7.6 L/min)
Residential shower compartment (stall) in dwelling units and guest rooms	Flow rate from all shower outlets total of 2.0 gpm (7.6 L/min)

a. With provision for a temporary override to 2.2 gpm (8.3 L/min) as specified in Section C404.11.1(g)

C404.11.2 Appliances.

a. Clothes washers and dishwashers installed within dwelling units shall comply with the ENERGY STAR® Program Requirements for Clothes Washers and ENERGY STAR Program Requirements for Dishwashers. Maximum water use shall be as follows:

1. Clothes washers – Maximum water factor (WF) of 5.4 gal/ft³ of drum capacity (0.72 L/L of drum capacity).
2. Dishwashers – Standard-size dishwashers shall have a maximum WF of 3.8 gal/full operating cycle (14.3 L/full operating cycle). Compact sizes shall have a maximum WF of 3.5 gal/full operating cycle (13.2 L/full operating cycle). Standard and compact size shall be defined by ENERGY STAR criteria.

b. Clothes washers installed in publicly accessible spaces (*Informative Note:* e.g., multifamily and hotel common areas), and coin- and card-operated clothes washers of any size used in laundromats, shall have a maximum WF of 4.0 gal/ft³ of drum capacity normal cycle (.053 L/L of drum capacity normal cycle).

c. Commercial dishwashers in commercial food-service facilities shall meet all ENERGY STAR requirements as listed in the ENERGY STAR Program Requirements for Commercial Dishwashers, Version 2.0.

C404.11.3 Commercial Food Service Operations. Commercial food service operations (*Informative Note:* e.g., restaurants, cafeterias, food preparation kitchens, caterers, etc.):

- a. Shall use high-efficiency prerinse spray valves (i.e., valves that function at 1.3 gpm [4.9 L/min] or less and comply with a 26 second performance requirement when tested in accordance with ASTM F2324),
- b. Shall use dishwashers that comply with the requirements of the ENERGY STAR Program for Commercial Dishwashers,
- c. Shall use boilerless/connectionless food steamers that consume no more than 2.0 gal/h (7.5 L/h) in the full operational mode,

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- d. Shall use combination ovens that consume not more than 10 gal/h (38 L/h) in the full operational mode,
- e. Shall use air-cooled ice machines that comply with the requirements of the ENERGY STAR Program for Commercial Ice Machines, and
- f. Shall be equipped with hands-free faucet controllers (foot controllers, sensor activated, or other) for all faucet fittings within the food preparation area of the kitchen and the dish room, including pot sinks and washing sinks.

C404.11.4 Medical and Laboratory Facilities. Medical and laboratory facilities, including clinics, hospitals, medical centers, physician and dental offices, and medical and nonmedical laboratories of all types shall:

- a. Use only water-efficient steam sterilizers equipped with (1) water-tempering devices that allow water to flow only when the discharge of condensate or hot water from the sterilizer exceeds 140°F (60°C) and (2) mechanical vacuum equipment in place of venturi-type vacuum systems for vacuum sterilizers.
- b. Use film processor water-recycling units where large-frame x-ray films of more than 6 in. (150 mm) in either length or width are processed. Small dental x-ray equipment is exempt from this requirement.
- c. Use digital imaging and radiography systems where the digital networks are installed.
- d. Use a dry-hood scrubber system or, if the applicant determines that a wet-hood scrubber system is required, the scrubber shall be equipped with a water recirculation system. For perchlorate hoods and other applications where a hood wash-down system is required, the hood shall be equipped with self-closing valves on those wash-down systems.
- e. Use only dry vacuum pumps unless fire and safety codes (*Informative Note: e.g., International Fire Code*) for explosive, corrosive, or oxidative gases require a liquid ring pump.
- f. Use only efficient water treatment systems that comply with the following criteria:
 - 1. For all filtration processes, pressure gages shall determine and display when to backwash or change cartridges.
 - 2. For all ion exchange and softening processes, recharge cycles shall be set by volume of water treated or based on conductivity or hardness.
 - 3. For reverse osmosis and nanofiltration equipment with capacity greater than 27 gal/h (100 L/h), reject water shall not exceed 60% of the feed water and shall be used as scrubber feed water or for

other beneficial uses on the project site.

4. Simple distillation is not acceptable as a means of water purification.

g. With regard to food service operations within medical facilities, comply with Section C404.11.3.

(9) Section C405 is amended by adding a new subsection to read as follows:

C405.10. Electric vehicle charging for new construction. New buildings shall be provided with electric vehicle charging in accordance with this section and the National Electrical Code (NFPA 70). When parking spaces are added or modified without an increase in building size, only the new parking spaces are subject to this requirement.

C405.10.1. Group A, B, E, I, M, R, and S-2 occupancies. Group A, B, E, I, M, R occupancies with three or more dwelling units and/or sleeping units, and open or enclosed parking garages under S-2 occupancy shall be provided with *electric vehicle* charging in accordance with Table C405.10.1. Calculations for the number of spaces shall be rounded up to the nearest whole number. All *EVSE Installed and EV Capable Spaces* are to be included in the calculation for the number of minimum vehicle spaces required.

**TABLE C405.10.1
EVSE INSTALLED AND EV CAPABLE SPACE REQUIREMENTS**

Total Number of Parking Spaces	Minimum Number of EVSE Installed Spaces	Minimum Number of EV Capable Spaces
1-10	1	-
11-15	2	3
16-19	2	4
20-25	2	5
26+	2	20% of total parking spaces

C405.10.2 Identification. Construction documents shall designate all *EV Capable Spaces, EV Ready Spaces, and EVSE Installed Spaces* and indicate the locations of conduit and termination points serving them. The circuit breakers or circuit breaker spaces reserved for the *EV Capable Spaces, EV Ready Spaces, and EVSE Installed Spaces* shall be clearly identified in the panel board. The conduit for *EV Capable Spaces* shall be clearly identified at both the panel board and the termination point at the parking space.

C405.10.3 Accessible Parking. Where new *EVSE Installed Spaces* and/or new *EV Capable Spaces* and new accessible parking are both provided, parking facilities shall be designed so that at least one accessible parking space shall be *EV Capable* or *EVSE Installed*.

(10) Section C406.1 is deleted and replaced with a new section to read as follows:

C406.1 Requirements. Buildings shall comply with the three following provisions:

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1. On-site supply of renewable energy in accordance with amended Section C406.5.
2. Installation of a dedicated outdoor air system for certain HVAC equipment in accordance with amended Section C406.6.
3. One additional efficiency package selected from the following:
 - a. More efficient HVAC performance in accordance with Section C406.2.
 - b. Reduced lighting power in accordance with Section C406.3.
 - c. Enhanced lighting controls in accordance with Section C406.4.
 - d. High-efficiency service water heating in accordance with Section C406.7.
 - e. Enhanced envelope performance in accordance with Section C406.8.
 - f. Reduced air infiltration in accordance with Section C406.9.

Exception: Where the total on-site renewable energy required by provision 1 is at least 10 percent of the total energy used within the building for mechanical and service water heating equipment and lighting regulated in Chapter 4, compliance with provisions 2 and 3 shall not be required.

- (11) Section C406.5 is amended to read as follows:

C406.5 On-site renewable energy. The total minimum ratings of on-site renewable energy systems shall be not less than 3 percent of the energy used within the building for building mechanical and service water heating equipment and lighting regulated in Chapter 4.

- (12) Section C406.6 is amended by adding a new subsection to read as follows:

C406.6.1 Energy Recovery system. Where the supply airflow rate of a fan system exceeds 30 cfm of outside air, the system shall include an energy recovery system. The energy recovery system shall be configured to provide a change in the enthalpy of the outdoor air supply of not less than 50 percent of the difference between the outdoor air and return air enthalpies, at design conditions. Where an air economizer is required, the energy recovery system shall include a bypass or controls that permit operation of the economizer as required by Section C403.5.

- (13) Section R101.1 is amended to read as follows:

R101.1 Title. This code shall be known as the *Energy Conservation Code* of the Town of Frisco, and shall be cited as such. It is referred to herein as “this code.”

- (14) Section R101 is amended by adding a new subsection to read as follows:

R101.6 Summit Sustainable Building Code. (SSBC) In addition to the requirements of Section R101.5, new structures defined as *Residential Buildings* in Chapter 2, and those required by Section C101.6.1 of this code, shall comply with the Department of Energy Zero Energy Ready Home National Program, and amended Section R404.2.

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Exception: New residential structures submitted for permit between July 1, 2020 and December 31, 2020 shall be registered, designed, and inspected in accordance with the Department of Energy's Zero Energy Ready Home National Program, as a training exercise, that will be monitored and evaluated by the SSBC Technical Advisory Group. Full compliance with Section R101.6 shall be required on buildings submitted for permit commencing January 1, 2021.

- (15) Sections R103 through R105.1 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Energy Conservation Code – Residential Provisions*.
- (16) Sections R105.3 through R109 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Energy Conservation Code – Residential Provisions*.
- (17) Section R202 is amended by adding the following new definitions within the alphabetical order of the existing definitions:

ELECTRIC VEHICLE (EV). A vehicle registered for on-road use, primarily powered by an electric motor that draws current from a rechargeable storage source that is charged by being plugged into an electrical current source.

ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE). The electrical conductors and associated equipment external to the *electric vehicle* that provide a connection between the premises wiring and the *electric vehicle* to provide *electric vehicle* charging.

EV CAPABLE SPACE. A designated parking space which is provided with a listed raceway capable of accommodating a 40-ampere minimum 208/240-volt dedicated branch circuit for each future *EV Ready* or *EVSE Installed* parking space. Raceways shall not be less than trade size 1 (nominal 1-inch inside diameter). Raceways shall originate at the main service or subpanel and shall terminate into a listed cabinet, box, or enclosure in close proximity to the proposed location of the *EV Capable* parking spaces. Raceways are required to be continuous at enclosed, inaccessible or concealed areas and spaces. The service panel and/or subpanel shall provide capacity to install a 40-ampere minimum 208/240-volt dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overprotection device.

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EV READY SPACE. A designated parking space which is provided with one minimum 40-ampere, 208/240-volt dedicated branch circuit for *EVSE* servicing electric vehicles. The circuit shall terminate in a suitable termination point such as a receptacle, junction box, or an *EVSE*, and be located in close proximity to the proposed location of the *EV Ready* parking space.

EVSE INSTALLED SPACE. A parking space with *electric vehicle supply equipment* capable of supplying a 40-ampere dedicated branch circuit rated at 208/240 volt from a building electrical panel board.

- (18) Section R302.1 is amended to read as follows:

R302.1 Interior Design conditions. The interior design temperatures used for heating and cooling load calculations shall be a maximum of 72° F (22° C) for heating and minimum of 75 °F (24 °C) for cooling. The winter design dry-bulb (F) shall be -13, heating degree days shall be 11,019, and climate zone 7.

- (19) Section R401.2 is amended to read as follows:

R401.2 Compliance. Projects shall comply with the Summit Sustainable Building Code in accordance with amended Section R101.6.

- (20) Table R402.1.2, not including the footnotes, is deleted and replaced with a new table to read as follows:

**TABLE R402.1.2
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT^a**

CLIMATE ZONE	FENESTRATION U-FACTOR ^b	SKYLIGHT ^b U-FACTOR	GLAZED FENESTRATION SHGC ^{b,e}	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE ⁱ	FLOOR R-VALUE	BASEMENT ^c WALL R-VALUE	SLAB ^d R-VALUE & DEPTH	CRAWL SPACE ^c WALL R-VALUE
7	0.30 ^k	0.55	NR	49	20+5 ^h or 13+10 ^h or 23 ^j	19/21	38 ^g	15/19	10, 4ft	15/19

- (21) Table R402.1.2 footnotes are amended by adding two new footnotes to read as follows:

j. Applicable only to additions or alterations in accordance with Chapter 5, 1,500 square feet or less, where the wall cavity is insulated with a minimum R-23 blown or sprayed insulation and the reductions in ceiling insulation permitted by Sections R402.2.1 or R402.2.2 have not been used.

k. A fenestration U-factor of 0.32 is permitted for additions, alterations, or repairs in accordance with Chapter 5, if affecting 60% or less of the buildings total existing fenestrations.

- (22) Section R402.2.10 is amended to read as follows:

R402.2.10 Slab-on-grade floors. Slab-on-grade floors with a floor surface less than 40 inches below grade shall be insulated in accordance with Table R402.1.2.

The insulation shall extend downward from the top of the slab on the outside or inside of the foundation wall. Insulation located below grade shall be extended the distance provided in Table R402.1.2 by any combination of vertical insulation, insulation extending under the slab or insulation extending out from the *building*. Insulation extending away from the *building* shall be protected by pavement or by not less than 10 inches (254 mm) of soil. The top edge of the insulation installed between the *exterior wall* and the edge of the interior slab shall be permitted to be cut at a 45-degree (0.79 rad) angle away from the *exterior wall*.

(23) Section R404 is amended by adding a new subsection to read as follows:

R404.2 Electric vehicle charging for new construction. New construction shall facilitate the future installation and use of *electric vehicle supply equipment* in accordance with this section and the *National Electrical Code (NFPA 70)*.

R404.2.1 One- and two-family dwellings and townhouses. For each dwelling unit, provide at least one *EV Ready Space*. The branch circuit shall be identified as “EV Ready” in the service panel or subpanel directory, and the termination shall be marked as “EV Ready.”

Exceptions:

1. *EV Ready Spaces* are not required where no parking spaces are provided.
2. This section does not apply to parking spaces used exclusively for trucks for delivery vehicles.

R404.2.2 Multifamily dwellings (three or more units). *EV Ready* and *EV Capable Spaces* shall be provided in accordance with Table R404.2.2. Where the calculation of percent served results in a fractional parking space, it shall round up to the next whole number. The service panel or subpanel circuit directory shall identify the spaces reserved to support EV charging, as “EV Ready” or “EV Capable.” The raceway location shall be permanently and visibly marked as “EV Capable.”

**TABLE R404.2.2
EV READY SPACE AND EV CAPABLE SPACE REQUIREMENTS**

Total Number of Parking Spaces	Minimum Number of EV Ready Spaces	Minimum Number of EV Capable Spaces
1-10	1	-
11-15	1	3
16-19	2	4
20-25	2	5
26+	2	20% of total parking spaces

R404.2.3 Identification. Construction documents shall designate all *EV Capable Spaces*, *EV Ready Spaces*, and *EVSE Installed Spaces* and indicate the locations of conduit and termination points serving them. The circuit breakers or circuit breaker spaces reserved for the *EV Capable Spaces*, *EV*

Ready Spaces, and *EVSE Installed Spaces* shall be clearly identified in the panel board. The conduit for *EV Capable Spaces* shall be clearly identified at both the panel board and the termination point at the parking space.

R404.2.4 Accessible Parking Where new *EV Ready Spaces* and new accessible parking are both provided, parking facilities shall be designed so that at least one accessible parking space shall be *EV Ready* or *EVSE Installed*.

- (24) Section R501.1 is amended by adding a new subsection to read as follows:

R501.1.2 Energy audit required. Permit applications for additions, alterations, or repairs to an existing building where the total valuation is \$50,000 or more, shall include an energy audit for the existing structure, prior to permit issuance. The energy audit recommendations and/or conclusions may, but shall not be required to increase the scope of work submitted for permit.

Exceptions:

1. Work involving the exterior surfaces of *dwellings*, such as the replacement of roofing or siding, the *addition* or replacement of windows or doors, or the addition of a porch or deck.
2. Installation, alteration or repairs of plumbing or mechanical systems.

§65-10. Amendments to the *International Existing Building Code*.

- (1) Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the *Existing Building Code* of the Town of Frisco, hereinafter referred to as “this code.”

- (2) Section 101.4.2 is amended to read as follows:

101.4.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Fire Code*, or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

- (3) Sections 103 through 115, concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Existing Building Code*.

- (4) Section 302.3 is amended to read as follows::

302.3 Additional codes. *Alterations, repairs, additions and changes of occupancy* to, or relocation of, *existing buildings* and structures shall comply with the provisions for *alterations, repairs, additions and changes of occupancy* or relocation, respectively, in this code and the *International Energy Conservation*

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Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code and NFPA 70. Where provisions of the other codes conflict with provisions of this code, the provisions of this code shall take precedence.

- (5) Section 1301.3.2 is amended to read as follows:

1301.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the *International Fire Code*.

- (6) Section 1301.4 is amended to read as follows:

1301.4 Investigation and evaluation. For proposed work covered by this section, the building owner shall cause the *existing building* to be investigated and evaluated in accordance with the provisions of Sections 1301.4 through 1301.9 by a design professional licensed to practice in the State of Colorado.

§65-11. Amendments to the *International Swimming Pool and Spa Code*.

- (1) Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Swimming Pool and Spa Code of the Town of Frisco, hereinafter referred to as “this code.”

- (2) Sections 103 through 108, concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the *International Swimming Pool and Spa Code*.

§65-12. Amendments to the *Uniform Code for Abatement of Dangerous Buildings*.

- (1) Section 102.1 is amended to read as follows:

102.1 Purpose. It is the purpose of this code to provide a just equitable and practicable method, to be cumulative with and in addition to any other remedy provided by the Building Code or otherwise available by law, whereby buildings or structures which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished.

- (2) Section 203 is deleted and replaced with a new section to read as follows:

SECTION 203 – VIOLATIONS

203.1 Unlawful Acts. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

203.2 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in this section. Any violation of this code shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00) and/or imprisonment not to exceed one (1) year or both by such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- (3) Section 204 is amended to read as follows:

SECTION 204 – INSPECTION OF WORK

All buildings or structures within the scope of this code and all construction work for which a permit is required shall be subject to inspection by the building official in accordance with and in the manner provided by this code and Sections 110 and 1704 of the Building Code.

- (4) **Section 205 – Board of Appeals** is deleted in its entirety. The corresponding and applicable sections of the *International Building Code*, as adopted and amended in Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration of the *Uniform Code for Abatement of Dangerous Buildings*.

- (5) Section 301 is amended to read as follows:

SECTION 301 – GENERAL

For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Building Code. Where terms are not defined by this code or the building code, they shall have their ordinary accepted meanings within the context with which they are used. Words used in the masculine gender include the feminine and the feminine the masculine.

BUILDING CODE is the *International Building Code* or *International Residential Code*, whichever is applicable, promulgated by the International Code Council, as adopted by this jurisdiction.

DANGEROUS BUILDING is any building or structure deemed to be dangerous under the provisions of Section 302 of this code.

- (6) Section 302, item 13 is amended to read as follows:

13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

§65-13. Construction Permit Fee Schedule.

A. BUILDING PERMIT FEES

- (1) **Permit fees.** The fee for each permit for which a building permit application is received shall be as set forth in Table 65-13 A(1).
- (2) **Plan review fees.** When submittal documents are required by the building code, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 65 percent of the building permit fee as set forth in Section 65-13 A(1). The plan review fees specified in this section are separate fees from the permit fees specified in Section 65-13 A(1) and are in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged at the rate shown in Table 65-13 F(1).
- (a) Deferred submittal plan review fees. When the project involves deferred submittal items as defined in the building code, the plan review fee shall be equal to the amount of the permit fee as set forth in Section 65-13 A(1).

**Table 65-13 A(1)
BUILDING PERMIT FEES**

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$50.00
\$500.01 to \$2,000.00	\$50.00 for the first \$500.00 plus \$1.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,000.01 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,000.01 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,000.01 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,000.01 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.01 to \$1,000,000.00	\$3233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$5608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

B. ELECTRICAL PERMIT FEES

- (1) **Permit fees.** The fee for each permit shall be as set forth in Table 65-13 B(1).
- (2) **Plan Review Fees.** The plan review fees for electrical work shall be 65 percent of the electrical permit fee as set forth in Section 65-13 B(1). The plan review fees specified

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in this section are separate from the permit fees specified in Section 65-13 B(1) and are in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review, an additional plan review fee shall be paid as set forth in Table 65-13 B(1).

**Table 65-13 B(1)
ELECTRICAL PERMIT FEES**

RESIDENTIAL FEES: This includes construction and extensive remodeling and additions to modular homes, duplexes, condominiums and townhouses (based on the enclosed living area).	
UNIT AREA	PERMIT FEE
Not more than 1,000 sq. ft.	\$120.00
Over 1,000 sq. ft., and not more than 1,500 sq. ft.	\$168.00
Over 1,500 sq. ft., and not more than 2,000 sq. ft.	\$216.00
Over 2,000 sq. ft.	\$216.00 plus \$9.60 per 1000 sq. ft. or fraction thereof over 2,000 sq.ft.
ALL OTHER FEES: All other permit fees shall be computed on the dollar value of the electrical installation, including time and material, and such fees shall be computed as follows:	
VALUATION	PERMIT FEE
Not more than \$2000.00	\$120.00
More than \$2,000.00	\$9.60 per thousand or fraction thereof plus \$120.00
Temporary Power Permit	\$65.00
Hot Tub Electrical Permit	\$120.00
Additional plan review	\$65.00 per hour or fraction thereof
Reinspection on all above	\$65.00

C. MECHANICAL PERMIT FEES

(1) **Permit fees.** The fee for each permit shall be determined by multiplying total mechanical value or valuation by a constant of 0.0075. The minimum fee for any mechanical permit shall be \$50.00. The determination of value or valuation shall be as set forth in Section 109.3 of the *International Building Code*. Mechanical permit valuation set by the building official for projects without accurate total valuation by the applicant will be determined as a percentage of total building valuation by multiplying the total building valuation by a constant of 0.10.

(2) **Plan review fees.** The plan review fees for mechanical work shall be equal to 65 percent of the mechanical permit fee as set forth in Section 65-13 C(1). The plan review fees specified in this section are separate fees from the permit fees specified in Section 65-13 C(1) and are in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged at the rate shown in Table 65-13 F(1).

D. PLUMBING PERMIT FEES

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- (1) Permit Fees.** The fee for each plumbing permit shall be determined by multiplying total mechanical value or valuation by a constant of 0.0075. The minimum fee for any mechanical permit shall be \$50.00. The determination of value or valuation shall be as set forth in Section 109.3 of the *International Building Code*. Mechanical permit valuation set by the building official for projects without accurate total valuation by the applicant will be determined as a percentage of total building valuation by multiplying the total building valuation by a constant of 0.10.
- (2) Plan review fees.** The plan review fees for mechanical work shall be equal to 65 percent of the plumbing permit fee as set forth in Section 65-13 D(1). The plan review fees specified in this section are separate fees from the permit fees specified in Section 65-13 D(1) and are in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged at the rate shown in Table 65-13 F(1).

E. ELEVATOR PERMIT AND CERTIFICATE OF INSPECTION FEES

- (1) Permit Fees.** The fee for each permit shall be as set forth in Table 65-13 E(1).
- (2) Additional plan review fees.** When submittal documents are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged at the rate shown in Table 65-13 E(1).

**Table 65-13 E(1)
ELEVATOR PERMIT FEES**

New Installations:	Fee
1. Passenger or freight elevator, lula, escalator, moving walk:	
Valuation up to and including \$50,000.00	\$5000.00
Valuation \$50,000.00 to \$199,999.....	\$500.00 plus \$20.00 for each \$1,000.00 or fraction thereof over \$50,000.00
Valuation \$200,000 and up	\$3,500.00 plus \$10.00 for each \$1,000.00 or fraction thereof over \$200,000.00
2. Lift, dumbwaiter or private residence elevator:	
Up to and including \$20,000.00 of valuation.....	\$350.00
Over \$20,000.00 of valuation	\$350.00 plus \$10.00 for each \$1,000.00 or fraction thereof over \$20,000.00
3. Work performed without a permit	Double the Permit Application Fee
Major Alterations:	

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Valuation up to and including \$10,000.00.....	\$350.00
Valuation \$10,001 to \$25,000.....	\$500.00
Valuation \$25,001 and up	\$500.00 plus \$20.00 for each \$1,000.00 or fraction thereof over \$25,001
Work performed without a permit	Double the Permit Application Fee
Other Inspection Fees:	Fee
1 Inspections outside of normal hours, per hour (minimum charge – two hours)	\$150.00
2. Reinspection of non-operational conveyances, per hour.....	\$150.00
3. Inspections for which no fee is specifically indicated, per hour (minimum charge – one hour)	\$150.00
4. Additional plan review, per hour (minimum charge – one hour)	\$150.00

(3) **Annual certificate of inspection fees.** The fee for each annual certificate of inspection shall be as set forth in Table 65-13 E(3).

**Table 65-13 E(3)
ELEVATOR ANNUAL CERTIFICATE OF INSPECTION FEES** ^{1, 2}

Description	Fee
Elevator up to 3 stops.....	\$225.00
Elevator with 4 to 6 stops	\$275.00
Escalator, per hour.....	\$100.00
Dumbwaiter	\$ 225.00
Lift	\$ 225.00

¹ Each elevator or moving walk unit powered by one motor shall be considered as a separate escalator or moving walk.

² Residential elevators do not require certificates of inspection.

F. OTHER INSPECTIONS AND FEES

(1) **Other construction permit fees.** Other inspections and fees associated with these permits and the services provided by the building official shall require payment of fees as listed in Table 65-13 F(1).

**Table 65-13 F(1)
OTHER INSPECTIONS AND FEES**

BUILDING CONSTRUCTION AND HOUSING STANDARDS

Description	Fee
1. Inspections outside of normal business hours (minimum charge – two hours)	\$65.00 per hour¹
2. Reinspection fees assessed²	\$65.00
3. Inspections for which no fee is specifically indicated (minimum charge – one hour)	\$65.00 per hour¹
4. For use of outside consultants for plan checking or inspections, or both	Actual costs³
5. Additional plan review (minimum charge – one hour)	\$65.00 per hour¹
6. Residential photovoltaic permit	\$75.00
7. Hot tub/spa installation permit	\$50.00
8. Residential Re-roof permit (IRC dwellings)	\$100.00
9. Defensible space permit fee	\$150.00
9. Clerical time for researching or duplicating records, or both (minimum charge – one hour)	\$65.00 per hour¹

¹ Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved.

² Reinspection fees shall be paid physically in person to the office of the Department of Building Safety.

³ Actual costs include administrative and overhead costs.

§65-14. Unlawful Acts and Penalties.

(A) Unlawful Acts. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this Chapter or of any code adopted by reference pursuant to Section 65-1 herein.

(B) Penalties. Any violation of any provision of this Chapter or of any code adopted by reference pursuant to Section 65-1 herein shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00) and/or imprisonment not to exceed one (1) year or both by such fine and imprisonment.

Visa P-Card Statement 3-28-2020

Transaction Date	Supplier - Name	Transaction Line Amount	GL Coding	Transaction - Description
03/04/2020	4kum & Go #994	\$8.26	10-1119-4227	Conference - meal
03/11/2020	Abc-Nv	\$100.00	40-4000-4227	Water testing certification
02/27/2020	Act Breckenridgereed	\$210.00	10-1150-4606	Winter Vacation Sensation ice skating
03/18/2020	Alpinaire Healthcare	\$15.00	10-1160-4234	O2 Tank Rental and Maintenance
03/04/2020	AlSCO Inc.	\$353.44	10-1125-4477	Monthly Floor Mats
03/13/2020	AlSCO Inc.	\$307.08	10-1160-4401	Rug and Rag Cleaning and Replacement Day Lodge
03/08/2020	Amazon.Com*7m8gz2mc3 Amzn	\$18.69	10-1121-4233	Report covers
03/03/2020	Amazon.Com*b96x37e53 Amzn	\$134.84	10-1121-4270	Duty holster
03/02/2020	American Planning A	\$668.00	10-1119-4210	American Planning Association annual dues
02/28/2020	Amzn Mktp Us	\$8.99	10-1160-4225	Liquor tops for FAP Cafe
02/28/2020	Amzn Mktp Us	\$20.49	10-1160-4221	Folders for FAP Ticket Office
03/05/2020	Amzn Mktp Us	\$5.00	10-1125-4233	Suction cup for Open/Closed sign
03/06/2020	Amzn Mktp Us	\$16.98	10-1125-4233	Open/Closed sign
03/06/2020	Amzn Mktp Us	\$13.48	10-1160-4221	New Connectors for VGA Screen Set Up
03/06/2020	Amzn Mktp Us	\$133.98	10-1121-4233	Face masks
03/01/2020	Apple Com/Bill	\$9.99	10-1150-4606	Apple Music Subscription
03/22/2020	Apple Com/Bill	\$5.09	10-1150-4606	Pandora Subscription
03/06/2020	At&T*bill Payment	\$50.00	10-1110-4203	Personal cell phone stipend
03/15/2020	At&T*bill Payment	\$318.06	10-1110-4203	Squad car mobile devices
02/28/2020	Awwa.Org	\$79.00	40-4000-4210	AWWA annual dues
03/12/2020	Bdr	\$32.28	10-1132-4210	Magazine subscription
02/27/2020	Breckenridge Lasergraphic	\$880.00	10-1110-4233	Certificates and envelopes
03/23/2020	Carbonite Inc	\$120.00	10-1110-4704	Offsite data storage
03/02/2020	Carls Jr 7735 1686	\$21.31	10-1119-4227	Conference - meal
03/13/2020	Carquest 3948	\$803.26	10-1133-4205	Transmission fluid
03/25/2020	Carquest 3948	\$572.67	10-1133-4205	Alternator
03/25/2020	Carquest 3948	-\$572.67	10-1133-4205	Credit - Alternator
03/25/2020	Carquest 3948	\$113.89	10-1133-4205	Battery
03/12/2020	Centurylink	\$247.06	10-1110-4203	Long distance
03/09/2020	Centurylink/Speedpay	\$2,643.22	10-1110-4203	Phone lines
03/05/2020	Cheesecake Denver	\$38.27	10-1133-4227	Training - meal
03/05/2020	Chick-Fil-A #03120	\$26.58	10-1133-4227	Training - meal
03/03/2020	Chick-Fil-A #03240	\$20.65	10-1133-4227	Training - meal
03/13/2020	Cintas Corp	\$716.60	10-1133-4270	Uniforms
03/02/2020	Cloud Cover Music	\$17.95	80-8000-4233	March Music Service
03/02/2020	Cloud Cover Music	\$17.95	10-1125-4233	March Music Service
02/29/2020	Co Motor Parts 0026866	\$6.69	10-1133-4205	Pipe hose
03/03/2020	Co Motor Parts 0026866	\$24.49	10-1170-4205	Accessory charger for husky
03/03/2020	Co Motor Parts 0026866	\$1.02	10-1133-4205	Tube; Coupling
03/05/2020	Co Motor Parts 0026866	\$10.99	10-1132-4270	Gloves
03/11/2020	Co Motor Parts 0026866	\$242.42	10-1160-4205	New batteries for PRA Chevy truck.
03/06/2020	Co Summit Co Svs	\$37.58	80-8000-4588	Special Event Food Permit BrewSKI
03/03/2020	Codegeek	\$868.75	10-1118-4655	Website troubleshooting and March hosting
03/03/2020	Codegeek	\$233.10	10-1118-4655	Wordpress plugin license renewals
03/02/2020	Colorado Analytical	\$54.00	40-4000-4250	Compliance water sample
03/09/2020	Colorado Analytical	\$420.00	40-4000-4250	Compliance water sample
03/10/2020	Colorado Analytical	\$1,357.00	40-4000-4250	Compliance water sample
03/10/2020	Colorado Analytical	\$54.00	40-4000-4250	Compliance water sample
03/12/2020	Colorado Analytical	\$30.00	40-4000-4250	Lead and copper samples
03/18/2020	Colorado Analytical	\$64.00	40-4000-4250	Compliance water sample
03/20/2020	Colorado Analytical	\$1,340.00	40-4000-4250	Compliance water sample
03/02/2020	Colorado Cwp	\$50.00	40-4000-4227	Water testing certification
03/05/2020	Colorado Mtn News Media A	\$22.67	10-1119-4265	Public Noticing for 2/20/2020 and 3/5/2020 PC Mtg.
03/05/2020	Colorado Mtn News Media A	\$274.40	20-2000-5079	Public Noticing for Main St. Vision Plan
03/05/2020	Colorado Mtn News Media A	\$274.40	20-2000-5075	Public Noticing for Granite Street Design
03/10/2020	Colorado Mtn News Media A	\$7,265.40	10-1118-4265	Mardi Gras 4Paws, Digital, Spontaneous Combustion, Granite
03/10/2020	Colorado Mtn News Media A	\$1,472.76	10-1160-4255	Front page advertising and Bubble Gum Races
03/10/2020	Colorado Mtn News Media A	\$1,955.52	10-1170-4265	Gold Rush, Up and AI Em' Race Series, Skate Clinics & Frisco
03/10/2020	Colorado Mtn News Media A	\$977.76	10-1125-4265	Lecture Series
03/20/2020	Colorado Mtn News Media A	\$275.11	10-1115-4265	Legal notices
03/05/2020	Columbia Potties For The	\$133.00	80-8000-4585	Port-o-lets
03/05/2020	Columbia Potties For The	\$133.00	80-8000-4585	Port-o-lets
03/05/2020	Columbia Potties For The	\$266.00	80-8000-4585	Port-o-lets
03/13/2020	Comcast Cable Comm	\$755.28	90-9000-4203	Marina cable
03/13/2020	Comcast Cable Comm	\$286.10	80-8000-4203	VIC cable
03/13/2020	Comcast Cable Comm	\$2,409.18	10-1110-4203	All other cable
03/05/2020	Cracker Barrel #270 Lovel	\$15.18	10-1119-4227	Conference - meal
03/02/2020	Dana Kepner Company/Hdq	\$268.80	40-4000-4425	Six backflows
03/11/2020	Dana Kepner Company/Hdq	\$971.52	40-4000-4425	Six water meters
03/03/2020	Delta Rigging And Tool	\$168.80	90-9000-4201	New straps for lifting boats
03/11/2020	Denver Post Circulation	\$11.99	10-1115-4210	Denver Post subscription
03/12/2020	Discountsch 8006272829	\$113.92	10-1150-4605	Summer Fun Club activity supplies
03/03/2020	Dnh*godaddy.Com	\$25.41	10-1118-4655	Domain purchase frisco.survey.com
03/11/2020	Dnh*godaddy.Com	\$8.47	10-1118-4655	Domain Renewal- 5KBACONBURNER.COM & BACONBURN
03/13/2020	Dnh*godaddy.Com	\$33.88	10-1118-4655	Domain Renewal- 5KBACONBURNER.COM & BACONBURN
03/20/2020	Dnh*godaddy.Com	\$239.76	10-1118-4655	Discount Domain Club Membership Renewal

03/07/2020	Dropbox*qr8gwpq87ck	\$11.99	20-2000-5079	Dropbox subscription
03/05/2020	Dunkin #354320	\$89.25	10-1110-4650	Employee Appreciation Week Doughnuts
03/12/2020	Eb Findkeep Summit	-\$50.00	10-1115-4227	Refund, conference cancelled
02/28/2020	Efilemyforms.Com	\$23.92	10-1110-4233	IRS Tax Form Submittal
03/03/2020	Embassy Suites Lovelnd	\$455.75	10-1119-4227	Education Institute - Lodging
03/04/2020	Embassy Suites Lovelnd	\$325.99	10-1119-4227	Education Institute - Lodging
03/05/2020	Embassy Suites Lovelnd	\$6.00	10-1119-4227	Education Institute - Lodging
03/05/2020	Embassy Suites Lovelnd	\$318.00	10-1119-4227	Education Institute - Lodging
03/06/2020	Embassy Suites Lovelnd	\$355.62	10-1119-4227	Education Institute - Lodging
03/01/2020	Exxonmobil 48225817	\$28.27	10-1119-4227	Conference - gas for town vehicle
02/29/2020	Facebk Kkvcxpw952	\$104.01	10-1119-4265	Mardi Gras 4Paws & Granite Street Open House
02/29/2020	Facebk Kkvcxpw952	\$23.51	10-1160-4265	Bubble Gum Races
03/10/2020	Ferretgas L P	\$366.14	90-9000-4401	Propane or natural gas to heat the work shop
03/03/2020	Focus Parking Systems	\$15.00	10-1133-4227	Training - parking
03/04/2020	Focus Parking Systems	\$15.00	10-1133-4227	Training - parking
02/29/2020	Frisco Adventure Park	\$50.00	10-1125-4894	Rec-Trac registration verification - charged then refunded
03/01/2020	Frisco Adventure Park	-\$50.00	10-1125-4894	Credit for refund on RecTrac test
03/25/2020	Frisco Adventure Park	\$251.00	10-1160-4221	Sports Camp Reg Testing. Will be refunded next statement
03/25/2020	Frisco Adventure Park	\$206.00	10-1160-4221	Sports Camp Reg Testing. Will be refunded next statement
03/24/2020	Frisco Auto Wash-N Summit	\$5.00	10-1121-4233	Washed patrol car while wash bay is closed
03/24/2020	Frisco Auto Wash-N Summit	\$5.00	10-1121-4233	Washed patrol car while wash bay is closed
03/03/2020	Fs!xcel Energy Pmts	\$2,758.27	40-4000-4401	Gas/Electricity - Water Treatment Plant & Water Wells
03/03/2020	Fs!xcel Energy Pmts	\$1,136.20	10-1131-4401	Electricity - Town street lights
03/03/2020	Fs!xcel Energy Pmts	\$3,029.95	10-1131-4401	Electricity - Town street lights
03/03/2020	Fs!xcel Energy Pmts	\$746.76	90-9000-4401	Gas/Electricity - Frisco Bay Marina & Lund House
03/03/2020	Fs!xcel Energy Pmts	\$2,134.03	10-1132-4401	Gas/Electricity - Town Buildings
03/03/2020	Fs!xcel Energy Pmts	\$670.36	10-1170-4401	Gas/Electricity - Frisco Nordic Center
03/03/2020	Fs!xcel Energy Pmts	\$299.81	80-8000-4401	Gas/Electricity - Visitor Information Center/Old Town Hall
03/03/2020	Fs!xcel Energy Pmts	\$2,059.78	10-1132-4401	Gas/Electricity - Town Buildings
03/03/2020	Fs!xcel Energy Pmts	\$955.11	10-1125-4401	Gas/Electricity - Frisco Historic Park & Museum
03/03/2020	Fs!xcel Energy Pmts	\$1,270.20	40-4000-4401	Gas/Electricity - Well House 612 Recreation Way
03/03/2020	Fs!xcel Energy Pmts	\$679.97	10-1170-4401	Gas/Electricity - Frisco Nordic Center
03/03/2020	Fs!xcel Energy Pmts	\$303.87	80-8000-4401	Gas/Electricity - Visitor Information Center/Old Town Hall
03/03/2020	Fs!xcel Energy Pmts	\$2,046.11	10-1132-4401	Gas/Electricity - Town Buildings
03/03/2020	Fs!xcel Energy Pmts	\$3,029.95	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
03/03/2020	Fs!xcel Energy Pmts	\$2,267.88	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
03/25/2020	Fs!xcel Energy Pmts	\$922.31	10-1125-4401	Gas/Electricity - Frisco Historic Park & Museum
03/25/2020	Fs!xcel Energy Pmts	\$1,186.01	90-9000-4401	Gas/Electricity - Frisco Bay Marina
03/25/2020	Fs!xcel Energy Pmts	\$3,029.95	10-1131-4401	Electricity - Town Street Lights
03/25/2020	Fs!xcel Energy Pmts	\$3,029.95	10-1131-4401	Electricity - Town Street Lights
03/25/2020	Fs!xcel Energy Pmts	\$364.74	10-1132-4401	Gas/Electricity - Town Buildings
03/25/2020	Fs!xcel Energy Pmts	\$2,058.40	10-1131-4401	Electricity - Town Street Lights
03/25/2020	Fs!xcel Energy Pmts	\$1,325.57	40-4000-4401	Gas/Electricity - Well House 612 Recreation Way
03/25/2020	Fs!xcel Energy Pmts	\$436.71	10-1132-4401	Electricity - Heat Taps Mary Ruth
03/25/2020	Fs!xcel Energy Pmts	\$2,134.94	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
03/25/2020	Fs!xcel Energy Pmts	\$3,029.95	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
03/25/2020	Fs!xcel Energy Pmts	\$3,029.95	10-1132-4401	Gas/Electricity - Town Buildings
03/12/2020	Galls	\$1,770.50	10-1121-4270	Uniforms for new police officers
03/04/2020	Geowater Services	\$180.00	40-4000-4250	Compliance water sample
03/12/2020	Granger	\$83.51	10-1160-4208	Element for vault heater
03/23/2020	Granger	\$83.51	10-1160-4208	Element for vault heater
03/09/2020	Grantwritin	\$595.00	10-1130-4227	Grant Writing class
03/03/2020	Hacienda Wheat Ridge-Uj	\$29.99	10-1119-4227	Conference - meal
03/04/2020	Hair Harmonies	\$300.00	10-1110-4650	Employee appreciation week- hair cuts
03/26/2020	Harbor Freight	\$1,300.20	10-1133-4271	Tool box
03/06/2020	Hardline Equipment Lic	\$1,286.24	10-1133-4205	Maintenance filters
03/12/2020	Idi*insight Public Sec	\$103.33	10-1110-4704	Adobe license
03/13/2020	In *joe Kusumoto Photogra	\$712.50	80-8000-4266	Frisco Gold Rush and Frisco Freeze Photography
03/04/2020	In *mountain Mamas	\$18.50	10-1121-4270	PD uniform name patches
03/06/2020	In *ron Turley Associates	\$1,550.00	10-1133-4210	RTA annual subscription
03/05/2020	In *tropical Threads, Lic	\$101.00	10-1125-4233	Embroidery on staff uniforms
03/23/2020	In *yellowstone Track Sys	\$50.47	10-1170-4205	Replacement stabilizing rods for Yellowstone grooming sled
02/29/2020	Indust Health Serv Networ	\$45.90	10-1110-4250	CDL administration
03/06/2020	Infinity Certified Weldin	\$43.00	10-1133-4205	Welding supplies
03/03/2020	Innemountain Distributin	\$106.70	10-1160-4225	Day Lodge Bev Order
03/03/2020	Innemountain Distributin	\$17.25	10-1170-4225	Nordic Bev Order
03/18/2020	Innemountain Distributin	\$299.10	10-1160-4225	Beverage Order for FAP Day Lodge
03/03/2020	Intl Code Council Inc	\$21.96	10-1119-4227	Code Book
03/05/2020	Intl Code Council Inc	\$53.95	10-1119-4230	Code book Gyp Manual
03/11/2020	John M Ellsworth Co Inc	\$109.75	10-1133-4205	Manhole cover
03/08/2020	Jumpstreet Lakewood	-\$688.70	10-1150-4605	Fun Club field trip full price refund
03/08/2020	Jumpstreet Lakewood	\$100.00	10-1150-4605	Summer field trip deposit
03/12/2020	Kodi Ralting	\$540.50	10-1150-4602	H2O Camp Ralting Deposit
03/12/2020	Kodi Ralting	\$540.50	10-1150-4602	H2O Camp Ralting Deposit
03/12/2020	Kodi Ralting	\$540.50	10-1150-4602	H2O Camp Ralting Deposit
03/07/2020	Kronos Inc	\$567.00	10-1110-4704	Timekeeping - Monthly contract
03/10/2020	Krystal Broadcasting Inc	\$646.00	10-1118-4265	Mardi Gras 4Paws radio ads

03/24/2020	Kunc & Co Sound	\$714.00	10-1170-4265	Frisco Brewski Radio Advertising
03/24/2020	Kunc & Co Sound	\$450.00	10-1170-4265	Frisco Brewski Radio Advertising
03/04/2020	Lighting Accessory And Wa	\$11,333.79	20-2000-4101	Lighting for new patrol care Unit 1901
03/11/2020	Logmein	\$39.00	10-1110-4704	COVID - GoTo Meeting
03/18/2020	Logmein	\$437.43	10-1110-4704	COVID - GoTo Meeting
03/18/2020	Logmein	\$39.00	10-1110-4704	COVID - GoTo Meeting
03/18/2020	Logmein	\$39.00	10-1110-4704	COVID - GoTo Meeting
03/02/2020	Lowe's #03206	\$180.16	10-1125-4205	New drill and brackets
03/03/2020	Lowe's #03206	\$107.94	90-9000-4201	Operating supplies
03/05/2020	Lowe's #03206	\$91.41	10-1132-4207	Insulation; Safety equipment; Truck supplies
03/10/2020	Lowe's #03206	\$34.64	10-1133-4235	Pipe to thaw fuel caps
03/11/2020	Lowe's #03206	\$21.54	80-8000-4585	Deck rail repair
03/12/2020	Lowe's #03206	\$188.50	10-1132-4207	Safety gloves; Drill bits
03/13/2020	Lowe's #03206	\$51.86	10-1132-4207	Wash bay supplies; Air fresheners
03/15/2020	Lowe's #03206	\$24.50	80-8000-4477	Emergency Cleaning Supply
03/08/2020	McKesson Medical Surgical	\$118.15	10-1160-4234	Supplies for Med Room
02/29/2020	Murdochs Ranch&home #31	\$58.43	10-1133-4271	Tools; Supplies
03/03/2020	Museum Store Products Inc	\$352.16	10-1125-4891	Special Edition Postcards for gift shop
03/06/2020	National Velvet - Vail	\$20.85	10-1121-4270	Dry cleaning for uniforms
03/07/2020	Nor'northern Tool	\$141.47	10-1160-4411	Mag Chloride
03/04/2020	Nordys Bbq & Grill	\$24.19	10-1119-4227	Conference - meal
03/13/2020	Off The Farm Foods	\$111.00	10-1170-4223	Food for Nordic Center retail
03/11/2020	Office Depot #1080	\$81.90	80-8000-4588	Snacks for Brewski
03/10/2020	Orkin Lic 002	\$152.87	10-1132-4400	Pest control
02/28/2020	Otc Brands Inc	\$293.22	10-1140-4853	Easter Supplies
03/25/2020	Pandora	\$5.13	10-1160-4401	PRA -Radio
03/18/2020	Paypal	\$104.25	10-1121-4233	Microphone for hand held radio
03/25/2020	Paypal	\$125.00	10-1150-4227	Training for recreation programs
03/24/2020	Peak Performance Imaging	\$571.91	10-1110-4205	Copier meter reading
02/26/2020	Peppinos Pizza & Subs	\$91.18	10-1110-4229	Lunch leadership retreat
03/06/2020	Peppinos Pizza & Subs	\$247.36	10-1150-4702	March Kids Night Out Pizza
03/10/2020	Peppinos Pizza & Subs	\$166.34	10-1111-4229	Council Meeting Dinner
03/11/2020	Peppinos Pizza & Subs	\$114.00	20-2000-5096	Art Meeting
03/14/2020	Peppinos Pizza & Subs	\$156.40	10-1160-4225	Lunch during Grounds Cleaning Day
03/15/2020	Pinnacol Assurance	\$12,140.00	10-1110-4502	Worker's Compensation insurance premium
03/22/2020	Pinnacol Assurance	\$1,251.38	10-1110-4502	Worker's Compensation insurance premium
03/04/2020	Public Safety Center	\$119.15	10-1121-4233	PD - test kits
03/11/2020	Pure Kitchen	\$117.00	10-1118-4590	Media hosting LA Times
03/14/2020	Pure Kitchen	\$100.79	10-1170-4225	Staff food for Brewski
03/23/2020	Pye Barker - Rifle	\$70.00	10-1170-4703	Fire extinguisher refill/replacement
03/06/2020	Quill Corporation	\$150.91	10-1130-4233	Kitchen supplies
02/29/2020	R&I Publishing Group	\$33.00	10-1125-4227	Textbook for Exhibit Design Workshop
03/24/2020	Red Rocks Comm College	-\$58.07	10-1121-4228	Refund from Red Rocks Community College
03/06/2020	Redbox *dvd Rental	\$1.95	10-1150-4702	KNO Movie Rental
03/04/2020	Rocky Mountain Coffee Roa	\$7.35	10-1118-4227	Coffee Meeting
03/11/2020	Rocky Mountain Coffee Roa	\$9.19	10-1118-4227	Coffee meeting
03/10/2020	Rocky Mtn Spring Water	\$61.30	10-1160-4225	PRA Break room water
03/23/2020	Rossignol Ski Company	\$58.03	10-1170-4500	Nordic rental replacement parts: binding and pole
03/12/2020	S&S Worldwide, Inc.	\$170.97	10-1150-4605	Summer camp game supplies
03/03/2020	Safeway #0836	\$21.24	10-1130-4227	Public Works meeting
03/03/2020	Safeway #0836	\$86.65	10-1110-4650	Supplies for employee appreciation for all TOF
03/05/2020	Safeway #0836	\$7.99	10-1160-4227	Breakfast for Benefits Meeting
03/06/2020	Safeway #0836	\$27.76	10-1160-4480	Staff Breakfast for Seasonal Benefits Meeting
03/08/2020	Safeway #0836	\$16.47	10-1160-4225	Creamer
03/10/2020	Safeway #0836	\$29.47	10-1111-4229	Council Supplies
03/11/2020	Safeway #0836	\$221.11	20-2000-5077	Food for Peninsula Recreation Area Community Open House
03/02/2020	Sanders True Value Hardw	\$8.60	10-1125-4207	Eye bolts and sockets for repairing open/closed signs on build
03/04/2020	Sanders True Value Hardw	\$49.28	10-1170-4235	Chains saw wrench, shovel, zip tie holder
03/06/2020	Sanders True Value Hardw	\$25.19	10-1134-4270	Winter gloves
03/12/2020	Sanders True Value Hardw	\$119.63	10-1132-4207	Safety signs; Cleaning supplies
03/05/2020	Sharefile, Lic	\$24.00	90-9000-4210	Online waivers and contracts
03/04/2020	Smk	\$33.00	10-1110-4250	Survey monkey services
03/04/2020	Snerfs On Federal Lic	\$30.00	10-1133-4227	Welding training course - Denver
03/09/2020	Sp * Rocky Mountain Co	\$43.75	10-1110-4233	Coffee for Upstairs Kitchen
03/06/2020	Sp * Tptraining	\$85.00	10-1132-4227	TPC Training course
03/05/2020	Sprint *wireless	\$1,544.65	10-1110-4203	Staff cell phones / radios
03/04/2020	Sq *hair By Lisa	\$300.00	10-1110-4650	Employee appreciation week- hair cuts
02/28/2020	Sq *high Country Conserva	\$150.00	10-1118-4825	Ticket Sponsorship Hight Country Conservation Center Event
03/04/2020	Sq *spectrum Mobile	\$100.00	10-1110-4203	Cellphone support
03/05/2020	Sq *summit County S	\$110.00	10-1110-4650	Leaving Council Plaques

02/28/2020	Standout Stickers Inc	\$136.95	10-1140-4233	1,000 TOF logo stickers
02/28/2020	Standout Stickers Inc	\$52.50	20-2000-5077	Frisco Peninsula stickers for Community Conversation
03/11/2020	Standout Stickers Inc	\$243.65	80-8000-4268	Promo Stickers
03/03/2020	Stapls7305323810000001	\$101.02	10-1110-4233	Pens, Copy paper, hole punch
03/04/2020	Stapls7305396439000001	\$38.79	10-1110-4233	Disinfecting Wipes
03/08/2020	Stapls7305330376000001	\$116.27	10-1119-4233	Office supplies
03/14/2020	Stapls7305642123000002	\$47.88	10-1160-4480	Bubble Gum
03/12/2020	Stapls7305849392000002	\$120.09	10-1121-4233	Office supplies
03/12/2020	Stapls7305863303000001	\$81.39	10-1110-4233	Dish washing soap, Surge protectors cleaning sponges
03/17/2020	Stapls7305863303000002	\$335.98	10-1110-4233	Sign display for Council chambers
03/17/2020	Stapls7305863303000003	\$107.09	10-1110-4233	Roll of Bond Paper
03/12/2020	Stapls7305905764000001	\$43.89	10-1119-4703	Pen/supply holder Pens and printing labels
03/13/2020	Stapls7305984880000001	\$257.25	10-1114-4233	Printer cartridge
03/17/2020	Stapls7306054714000001	\$27.22	10-1110-4233	Carton of paper towels
03/20/2020	Stapls7306054714000002	\$26.30	10-1110-4233	General supplies
03/17/2020	Stapls7306054714000003	\$4.49	10-1110-4233	General supplies
03/06/2020	Sweet Cow South Boulder	\$7.25	10-1119-4227	Education Institute - meal
03/03/2020	Sysco Corp	\$1,587.84	10-1160-4225	F&B Order for FAP Cafe
03/12/2020	Sysco Corp	\$863.47	10-1160-4225	F&B Order for FAP Cafe
03/01/2020	Taco Bell#21443	\$24.44	10-1119-4227	Conference - meal
03/06/2020	Target 00015255	\$39.96	10-1133-4205	Cleaning supplies for equipment
03/10/2020	Target 00015255	\$14.97	10-1170-4225	Coffee for retail at FNC
03/10/2020	Target 00015255	\$4.99	10-1170-4225	Coffee for retail at FNC
03/10/2020	Target 00015255	\$49.69	10-1170-4221	Cleaning supplies, gloves, trash bag, band aids
03/13/2020	Temporary Credit	-\$15.90	90-9000-4201	Refund for a fraudulent charge from last month
03/03/2020	The 1 Up Lodo	\$34.95	10-1133-4227	Training - meal
03/02/2020	The Breakfast Deli	\$618.26	10-1110-4285	Burritos for employee appreciation day
03/05/2020	The Breakfast Deli	\$27.62	10-1110-4285	Burritos for employee appreciation day
03/11/2020	The Home Depot Pro	\$489.52	10-1160-4401	Paper Towels and Toilet Paper for FAP Bathrooms
03/02/2020	The Key People Company	\$995.00	10-1170-4477	February Cleaning Nordic Restrooms
03/02/2020	The Key People Company	\$1,875.00	10-1160-4477	February Cleaning Frisco Day Lodge
03/03/2020	The Key People Company	\$2,076.88	10-1132-4207	Cleaning services
03/02/2020	The Ups Store 1378	\$34.64	80-8000-4418	Postage stamps - retail
03/02/2020	Timberline Disposal Llc	\$562.34	10-1132-4411	Recycling service
03/02/2020	Tlo Transunion	\$50.00	10-1121-4210	Police data base subscription
03/07/2020	Tmobile*postpaid Pda	\$55.71	10-1110-4203	Personal cell phone stipend
03/27/2020	Treatment Technology	\$483.70	40-4000-4250	Compliance water sample
03/04/2020	Tst* Pourhouse Bar And Gr	\$13.21	10-1119-4227	Training - meal
03/12/2020	Usa Blue Book	\$408.67	40-4000-4201	Locate paint; CI reagents
03/03/2020	Uscleanpro.Com	\$464.00	10-1125-4477	Monthly Cleaning Service
02/28/2020	Usps Po 0733840210	\$4.60	10-1121-4202	Postage to return lost cell phone
03/05/2020	Usps Po 0733840210	\$14.00	80-8000-4418	Postage stamps - retail
03/06/2020	Usps Po 0733840210	\$9.20	10-1160-4221	Lost and Found Package
03/10/2020	Usps Po 0733840210	\$11.00	10-1121-4202	Postage - PD
03/26/2020	Usps Po 0733840210	\$7.15	10-1110-4202	Postage
03/06/2020	Varidesk* 1800 207 2587	\$428.08	10-1119-4703	Standing computer desk
03/26/2020	Verizonwrls	\$70.00	10-1110-4203	Personal cell phone stipend
03/02/2020	Vermont Systems Inc	\$409.79	10-1110-4704	General Gov't - Vermont Systems (recreation software) Hostin
03/02/2020	Vermont Systems Inc	\$204.88	80-8000-4704	Info Center - Vermont Systems (recreation software) Hosting 5
03/02/2020	Vermont Systems Inc	\$204.88	90-9000-4704	Marina - Vermont Systems (recreation software) Hosting Servi
03/05/2020	Vistapr*vistaprint.Com	\$37.99	10-1121-4233	Business cards
03/11/2020	Vistapr*vistaprint.Com	\$32.99	10-1119-4233	Business cards
03/15/2020	Vzwrls*apoc Viab	\$35.97	40-4000-4203	WTP cellphones
03/15/2020	Vzwrls*apoc Viab	\$323.00	10-1110-4203	All other cellphones
03/03/2020	Vzwrls*bill Pay Vn	\$50.00	10-1110-4203	Personal cell phone stipend
03/27/2020	Vzwrls*bill Pay Vn	\$65.00	10-1110-4203	Personal cell phone stipend
03/03/2020	Vzwrls*bill Pay Vw	\$35.00	10-1110-4203	Personal cell phone stipend
03/03/2020	Vzwrls*bill Pay Vw	\$65.00	10-1110-4203	Personal cell phone stipend
03/10/2020	Vzwrls*bill Pay Vw	\$70.00	10-1110-4203	Personal cell phone stipend
03/20/2020	Vzwrls*bill Pay Vw	\$70.00	10-1110-4203	Personal cell phone stipend
03/20/2020	Vzwrls*bill Pay Vw	\$35.00	10-1110-4203	Personal cell phone stipend
03/03/2020	Wagner Rents Silverthorn	\$1,093.84	10-1133-4404	Cutting edges
03/05/2020	Wagner Rents Silverthorn	\$187.74	10-1133-4205	Parts
03/13/2020	Wagner Rents Silverthorn	\$51.87	10-1133-4205	Oil; Filter
03/06/2020	Wahoes Fish Tacos 103	\$14.94	10-1119-4227	Conference - meal
03/06/2020	Wal-Mart #0986	\$288.88	10-1160-4205	Shop supplies for PRA
03/11/2020	Wal-Mart #0986	\$211.72	80-8000-4588	Frisco Brewski supplies
03/12/2020	Wal-Mart #0986	\$4.48	10-1125-4233	Sanitation Supplies: Disinfectant Wipes
03/12/2020	Wal-Mart #0986	\$91.20	10-1133-4205	Oil
03/13/2020	Wal-Mart #0986	\$94.51	10-1132-4207	Disinfectants; PPE
03/25/2020	Wal-Mart #0986	\$6.76	90-9000-4201	Office supplies
03/04/2020	Wal-Mart #986	\$110.32	10-1160-4205	Diesel exhaust fluid for all diesel PRA vehicles
03/05/2020	Wal-Mart #986	\$18.67	80-8000-4233	Supplies, Walmart
03/06/2020	Wal-Mart #986	\$29.41	10-1132-4207	Cleaning supplies
03/11/2020	Wal-Mart #986	\$51.84	20-2000-5077	Food for Peninsula Recreation Area Community Open House
03/18/2020	Wal-Mart #986	\$48.88	10-1118-4233	Facebook Live/Podcast equipment
03/18/2020	Waste Mgmt Wm Ezpay	\$605.01	10-1160-4401	Trash Removal 3x/week Day Lodge and Nordic
03/18/2020	Waste Mgmt Wm Ezpay	\$194.61	10-1132-4207	Historic Park trash service
03/18/2020	Waste Mgmt Wm Ezpay	\$295.28	10-1132-4207	1st & Main trash service
03/18/2020	Waste Mgmt Wm Ezpay	\$330.63	10-1132-4207	Old Town Hall trash service
03/18/2020	Waste Mgmt Wm Ezpay	\$462.46	10-1132-4207	Town Hall trash service
03/22/2020	Waste Mgmt Wm Ezpay	\$242.71	10-1132-4207	Mary Ruth trash service
03/22/2020	Waste Mgmt Wm Ezpay	\$1,132.43	10-1132-4207	Shop trash service
03/04/2020	Wendys 9862	\$17.87	10-1119-4227	Conference - meal

03/02/2020	Wholefids Fco #10470	\$200.00	10-1110-4010	2 gift cards for HSA
03/03/2020	Wholefids Fco #10470	\$290.96	10-1130-4227	Public Works meeting - food
03/11/2020	Wholefids Fco #10470	\$64.87	20-2000-5077	Food for Peninsula Recreation Area Community Open House
03/03/2020	Wpy'ccoma	\$525.00	10-1160-4227	Colorado Women Leading Govt (CWLG) - Reaching the Sum
03/23/2020	Www.Simpliv.Com	\$19.99	10-1131-4227	Online training course
03/05/2020	Yard House 0108306	\$48.30	10-1134-4227	Seminar - meal
03/05/2020	Ysi'mountain Vista	\$78.21	10-1121-4228	Utilities for Police Academy apartment
03/18/2020	Ysi'mountain Vista	\$1,347.88	10-1121-4228	Monthly apartment rent - Police Academy
03/26/2020	Zoom Us	\$162.46	10-1110-4704	COVID Zoom virtual meeting
	TOTAL	<u>\$145,957.73</u>		

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ACORN PETROLEUM INC.							
410	ACORN PETROLEUM INC.	001007837	Bill To Number 756501	02/19/2020	3,961.81	3,961.81	03/11/2020
410	ACORN PETROLEUM INC.	001008231	Bill To Number 756501	02/21/2020	2,130.01	2,130.01	03/11/2020
410	ACORN PETROLEUM INC.	001008814	Bill To Number 756501	02/26/2020	1,908.48	1,908.48	03/11/2020
410	ACORN PETROLEUM INC.	001010482	Bill To Number 756501	03/04/2020	4,024.28	4,024.28	03/11/2020
410	ACORN PETROLEUM INC.	001011028	Bill To Number 756501	03/09/2020	2,365.71	2,365.71	03/12/2020
410	ACORN PETROLEUM INC.	001011341	Bill to Number 756501 - Shop	03/10/2020	1,141.68	1,141.68	03/25/2020
410	ACORN PETROLEUM INC.	001011456	Bill to Number 756501 - Shop	03/11/2020	3,702.41	3,702.41	03/25/2020
Total ACORN PETROLEUM INC.:					19,234.38	19,234.38	
AFLAC							
550	AFLAC	880985	Account Number FH181	03/11/2020	294.90	294.90	03/11/2020
Total AFLAC:					294.90	294.90	
ALL VALLEY STORAGE							
795	ALL VALLEY STORAGE	3/4/2020	Storage Unit 408	03/04/2020	275.00	275.00	03/11/2020
Total ALL VALLEY STORAGE:					275.00	275.00	
ANDREA BLANKENSHIP							
1357	ANDREA BLANKENSHIP	2020 STR LICE	REFUND 2020 STR LICENSE	03/03/2020	125.00	125.00	03/11/2020
Total ANDREA BLANKENSHIP:					125.00	125.00	
AUTOMATED BALLOT CONCEPTS							
2075	AUTOMATED BALLOT CONCEP	50016	Town of Frisco	03/02/2020	1,885.85	1,885.85	03/11/2020
Total AUTOMATED BALLOT CONCEPTS:					1,885.85	1,885.85	
B PUBLIC RELATIONS LLC							
2192	B PUBLIC RELATIONS LLC	2824	Monthly Retainer - February 2020	03/16/2020	3,000.00	3,000.00	03/23/2020
2192	B PUBLIC RELATIONS LLC	2824	Monthly Retainer - March 2020	03/16/2020	3,000.00	3,000.00	03/23/2020
Total B PUBLIC RELATIONS LLC:					6,000.00	6,000.00	
BILL GIBSON							
2827	BILL GIBSON	MARCH 2020	MARCH 2020 GAS REIMBURSM	03/02/2020	42.92	42.92	03/11/2020
Total BILL GIBSON:					42.92	42.92	
CARRIE McGINTY							
4407	CARRIE McGINTY	REFUND STR	REFUND STR LICENSE FEE	03/06/2020	75.00	75.00	03/11/2020
Total CARRIE McGINTY:					75.00	75.00	
CARS-N-MORE, LLC.							
4397	CARS-N-MORE, LLC.	12-MAR-20	DOWN PAYMENT FOR PADDLE	03/20/2020	15,492.00	15,492.00	03/20/2020
Total CARS-N-MORE, LLC.:					15,492.00	15,492.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CINDY LOWE							
5396	CINDY LOWE	LATE FEES RE	Refund Late Fees	03/05/2020	15.00	15.00	03/11/2020
Total CINDY LOWE:					15.00	15.00	
CITY OF AURORA							
5491	CITY OF AURORA	3/19/20 TUBIN	3/19/20 TUBING REFUND	03/20/2020	392.00	392.00	03/20/2020
Total CITY OF AURORA:					392.00	392.00	
COLORADO ASSOCIATION OF SKI TOWNS (D)							
4482	COLORADO ASSOCIATION OF	1372	Annual Membership Dues 2020	03/01/2020	1,820.00	1,820.00	03/11/2020
Total COLORADO ASSOCIATION OF SKI TOWNS (D):					1,820.00	1,820.00	
CROWLEY MARINE, INC.							
7760	CROWLEY MARINE, INC.	2020017	Frisco Bay Marina	02/27/2020	30,800.00	30,800.00	03/11/2020
7760	CROWLEY MARINE, INC.	2020018	Frisco Bay Marina	02/27/2020	30,800.00	30,800.00	03/11/2020
7760	CROWLEY MARINE, INC.	2020019	Frisco Bay Marina	02/27/2020	27,300.00	27,300.00	03/11/2020
7760	CROWLEY MARINE, INC.	2020020	Frisco Bay Marina	02/27/2020	27,300.00	27,300.00	03/11/2020
7760	CROWLEY MARINE, INC.	2020021	Frisco Bay Marina	02/27/2020	27,300.00	27,300.00	03/11/2020
7760	CROWLEY MARINE, INC.	2020022	Frisco Bay Marina	02/27/2020	27,300.00	27,300.00	03/11/2020
7760	CROWLEY MARINE, INC.	2020023	Work Boat Motor	02/27/2020	8,600.00	8,600.00	03/11/2020
Total CROWLEY MARINE, INC.:					179,400.00	179,400.00	
DIRECTPATH							
9255	DIRECTPATH	AT44947	Town of Frisco	03/01/2020	290.40	290.40	03/11/2020
9255	DIRECTPATH	AT45170	Town of Frisco	03/25/2020	290.40	290.40	03/25/2020
Total DIRECTPATH:					580.80	580.80	
DI'S MOUNTAIN BAGELS LLC							
9108	DI'S MOUNTAIN BAGELS LLC	3224	Bagels for Ski Race	02/29/2020	58.00	58.00	03/11/2020
Total DI'S MOUNTAIN BAGELS LLC:					58.00	58.00	
DONALD ELLIOTT							
9407	DONALD ELLIOTT	SALES TAX LI	SALES TAX LICENSE REFUND	03/03/2020	75.00	75.00	03/11/2020
Total DONALD ELLIOTT:					75.00	75.00	
DPC INDUSTRIES, INC.							
9580	DPC INDUSTRIES, INC.	DE73000078-2	Customer No. 73171400	01/31/2020	90.00	90.00	03/11/2020
Total DPC INDUSTRIES, INC.:					90.00	90.00	
DTTR ENTERPRISES							
9665	DTTR ENTERPRISES	DRA REFUND	DRA REFUND FOR FRISCO CO	02/28/2020	68.75	68.75	03/11/2020
Total DTTR ENTERPRISES:					68.75	68.75	
DYLAN OLCHIN							
9741	DYLAN OLCHIN	BRESKI PETT	Petty Cash - BrewSki	03/05/2020	300.00	300.00	03/11/2020
Total DYLAN OLCHIN:					300.00	300.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
EDIE PRESCOTT							
9932	EDIE PRESCOTT	FM20200218	Historic Park Postcards	02/18/2020	360.00	360.00	03/11/2020
Total EDIE PRESCOTT:					360.00	360.00	
EMILY PHAN							
10203	EMILY PHAN	2020 LICENSE	2020 Business License Refund for	03/10/2020	75.00	75.00	03/11/2020
Total EMILY PHAN:					75.00	75.00	
FAMILY & INTERCULTURAL RESOURCE CENTER							
10620	FAMILY & INTERCULTURAL RES	510	COVID-19 RESPONSE SUPPOR	03/18/2020	10,000.00	10,000.00	03/19/2020
Total FAMILY & INTERCULTURAL RESOURCE CENTER:					10,000.00	10,000.00	
FAMILY SUPPORT REGISTRY							
10630	FAMILY SUPPORT REGISTRY	04577912	Remittance Identifier 04577912	02/15/2020	262.80	262.80	03/03/2020
10630	FAMILY SUPPORT REGISTRY	04577912 3/6/2	Remittance Identifier 04577912	03/06/2020	262.80	262.80	03/11/2020
10630	FAMILY SUPPORT REGISTRY	04577912-3/20	Remittance Identifier 04577912	03/20/2020	262.80	262.80	03/25/2020
10630	FAMILY SUPPORT REGISTRY	07777691 2/15/	Remittance Identifier 07777691	02/15/2020	189.23	189.23	03/03/2020
10630	FAMILY SUPPORT REGISTRY	07777691 3/6/2	Remittance Identifier 07777691	03/06/2020	189.23	189.23	03/11/2020
10630	FAMILY SUPPORT REGISTRY	07777691-3/20	Remittance Identifier 07777691	03/20/2020	189.23	189.23	03/25/2020
Total FAMILY SUPPORT REGISTRY:					1,356.09	1,356.09	
FEHR & PEERS							
10721	FEHR & PEERS	135626	Project No: DN19-0646.00	02/12/2020	1,328.60	1,328.60	03/11/2020
Total FEHR & PEERS:					1,328.60	1,328.60	
FREDERIC PRINTING							
11255	FREDERIC PRINTING	POSFRE41138	Customer No. 58937900049	02/25/2020	500.06	500.06	03/11/2020
Total FREDERIC PRINTING:					500.06	500.06	
FRISCO ELEMENTARY SCHOOL							
11405	FRISCO ELEMENTARY SCHOOL	2	Kids Night Out	03/10/2020	1,140.00	1,140.00	03/11/2020
Total FRISCO ELEMENTARY SCHOOL:					1,140.00	1,140.00	
FRISCO TOWNE COMPANY							
11559	FRISCO TOWNE COMPANY	DRA REFUND	DRA Refund for 5th and Main	02/28/2020	531.25	531.25	03/11/2020
Total FRISCO TOWNE COMPANY:					531.25	531.25	
G H DANIELS III & ASSOC							
11680	G H DANIELS III & ASSOC	CP030220	50% Down Payment Main St. Flo	03/02/2020	11,897.71	11,897.71	03/11/2020
Total G H DANIELS III & ASSOC:					11,897.71	11,897.71	
GALLOWAY & COMPANY, INC.							
11758	GALLOWAY & COMPANY, INC.	86280	MARINA FUEL SYSTEM	11/12/2019	9,500.00	9,500.00	03/11/2020
11758	GALLOWAY & COMPANY, INC.	89181	MARINA FUEL SYSTEM	02/25/2020	19,200.00	19,200.00	03/11/2020
Total GALLOWAY & COMPANY, INC.:					28,700.00	28,700.00	
GARY WILKINSON							
11840	GARY WILKINSON	CAST MEETIN	Mileage Reimbursment	03/10/2020	93.04	93.04	03/11/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
11840	GARY WILKINSON	CAST MEETIN	CAST Reimbursement	03/10/2020	15.00	15.00	03/11/2020
Total GARY WILKINSON:					108.04	108.04	
HBL CONSULTING INC.							
12970	HBL CONSULTING INC.	956	IT Services	03/01/2020	9,600.00	9,600.00	03/03/2020
Total HBL CONSULTING INC.:					9,600.00	9,600.00	
HIGH COUNTRY DOGS LLC							
13165	HIGH COUNTRY DOGS LLC	00043	Jan 1 - FEB 29 2020	02/29/2020	532.00	532.00	03/20/2020
Total HIGH COUNTRY DOGS LLC:					532.00	532.00	
IMA INC. - BENEFITS DIVISION							
13985	IMA INC. - BENEFITS DIVISION	3054	Account Number FRISCO0-01	03/16/2020	4,950.86	4,950.86	03/20/2020
Total IMA INC. - BENEFITS DIVISION:					4,950.86	4,950.86	
INTEGRATED GROWTH INC.							
14225	INTEGRATED GROWTH INC.	200102-2	Leadership Team Development	01/02/2020	5,100.00	5,100.00	03/11/2020
Total INTEGRATED GROWTH INC.:					5,100.00	5,100.00	
IRA TANE							
14435	IRA TANE	REFUND OF P	Refund STR Penalty and Interest	03/03/2020	15.55	15.55	03/11/2020
Total IRA TANE:					15.55	15.55	
JEAN WELLS							
15045	JEAN WELLS	REFUND LATE	Refund of Late Fees	03/09/2020	15.00	15.00	03/11/2020
Total JEAN WELLS:					15.00	15.00	
JENNIFER HAUCK							
15265	JENNIFER HAUCK	3/8/20 TUBING	Tubing Refund 2020	03/10/2020	112.00	112.00	03/11/2020
Total JENNIFER HAUCK:					112.00	112.00	
JOSEPH A. BATTAGLIA							
16218	JOSEPH A. BATTAGLIA	3/24/20 REFU	DEPOSIT REFUND	03/24/2020	450.00	450.00	03/24/2020
16218	JOSEPH A. BATTAGLIA	3/24/20 REFU	RENT REFUND	03/24/2020	406.44	406.44	03/24/2020
Total JOSEPH A. BATTAGLIA:					856.44	856.44	
KEVIN SINGEL							
16991	KEVIN SINGEL	2020-0201	Historic Museum - Speaker / Pres	02/01/2020	25.00	25.00	03/11/2020
16991	KEVIN SINGEL	3030-0301	Historic Museum - Books	03/08/2020	100.00	100.00	03/20/2020
Total KEVIN SINGEL:					125.00	125.00	
Lauren Anderson							
17861	Lauren Anderson	FULL REFUND	Wedding Refund	03/20/2020	400.00	400.00	03/20/2020
Total Lauren Anderson:					400.00	400.00	
LEGALSHIELD							
18055	LEGALSHIELD	2/15/2020	Group#: 0148095	02/15/2020	357.85	357.85	03/11/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
18055	LEGALSHIELD	3/15/2020	Group#: 0148095	03/15/2020	359.85	359.85	03/25/2020
Total LEGALSHIELD:					717.70	717.70	
LOSE DESIGN SPACES FOR LIFE							
18524	LOSE DESIGN SPACES FOR LIF	20200238	PRA Vision & Project Implementat	02/29/2020	2,695.84	2,695.84	03/11/2020
Total LOSE DESIGN SPACES FOR LIFE:					2,695.84	2,695.84	
M3 CONSULTING							
18619	M3 CONSULTING	3/12/2020	SEASONAL EMPLOYEE ASSES	03/12/2020	525.00	525.00	03/20/2020
18619	M3 CONSULTING	3/12/2020	SEASONAL EMPLOYEE ASSES	03/12/2020	525.00	525.00	03/20/2020
Total M3 CONSULTING:					1,050.00	1,050.00	
MAGIC CARPET LIFTS INC.							
18700	MAGIC CARPET LIFTS INC.	21937-1	Frisco Adventure Park	01/31/2020	1,474.11	1,474.11	03/11/2020
Total MAGIC CARPET LIFTS INC.:					1,474.11	1,474.11	
MARLIN BUSINESS BANK							
19087	MARLIN BUSINESS BANK	17864039	Account Number 1489058	03/10/2020	1,796.87	1,796.87	03/12/2020
19087	MARLIN BUSINESS BANK	17864039	Account Number 1489058	03/10/2020	313.79	313.79	03/12/2020
Total MARLIN BUSINESS BANK:					2,110.66	2,110.66	
MAVERICK SPORTS PROMOTIONS							
19505	MAVERICK SPORTS PROMOTIO	1240	Frisco Freeze Timing	03/01/2020	704.00	704.00	03/11/2020
19505	MAVERICK SPORTS PROMOTIO	1241	Gold Rush Timing	03/01/2020	800.00	800.00	03/11/2020
Total MAVERICK SPORTS PROMOTIONS:					1,504.00	1,504.00	
MEGAN TESTIN							
19626	MEGAN TESTIN	FRISCO ART C	Make Frisco Art Committee	03/05/2020	39.58	39.58	03/11/2020
Total MEGAN TESTIN:					39.58	39.58	
MINES AND ASSOCIATES INC.							
20308	MINES AND ASSOCIATES INC.	040120-30	Customer ID: FRISCO	03/25/2020	1,255.87	1,255.87	03/25/2020
Total MINES AND ASSOCIATES INC.:					1,255.87	1,255.87	
MURRAY DAHL BEERY & RENAUD LLP							
20890	MURRAY DAHL BEERY & RENA	15888	Matter No. 59875.00000	02/29/2020	14,632.52	14,632.52	03/11/2020
20890	MURRAY DAHL BEERY & RENA	15889	Matter No. 59875.00010	02/29/2020	1,240.00	1,240.00	03/11/2020
20890	MURRAY DAHL BEERY & RENA	15890	Matter No. 59875.71000	02/29/2020	954.48	954.48	03/11/2020
Total MURRAY DAHL BEERY & RENAUD LLP:					16,827.00	16,827.00	
MUTUAL OF OMAHA							
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	12.62	12.62	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	143.65	143.65	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	423.34	423.34	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	155.51	155.51	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	338.91	338.91	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	567.78	567.78	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	92.50	92.50	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	173.04	173.04	03/12/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	204.86	204.86	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	138.29	138.29	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	124.61	124.61	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	283.37	283.37	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	85.89	85.89	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	154.67	154.67	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	573.72	573.72	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	100.58	100.58	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	149.15	149.15	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	95.23	95.23	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	169.98	169.98	03/12/2020
20910	MUTUAL OF OMAHA	001060901195	Group ID: G000AF7V	03/01/2020	350.37	350.37	03/12/2020
Total MUTUAL OF OMAHA:					4,338.07	4,338.07	
NICOLE LAROCHELLE							
21425	NICOLE LAROCHELLE	237	Creative Design	03/24/2020	997.50	997.50	03/25/2020
Total NICOLE LAROCHELLE:					997.50	997.50	
NORA GILBERTSON							
21470	NORA GILBERTSON	FEBRUARY 20	Personal Cell Phone Stipend	02/26/2020	70.00	70.00	03/11/2020
Total NORA GILBERTSON:					70.00	70.00	
PHIL SUELZER							
22884	PHIL SUELZER	LATE PENALTI	STR LATE PAYMENT PENALTIE	03/03/2020	46.44	46.44	03/11/2020
Total PHIL SUELZER:					46.44	46.44	
POWDR - COPPER MOUNTAIN LLC							
23255	POWDR - COPPER MOUNTAIN	106176105	Town of Frisco - Staff Season Pas	02/05/2020	429.00	429.00	03/25/2020
23255	POWDR - COPPER MOUNTAIN	106204001	Town of Frisco - Staff Season Pas	02/11/2020	429.00	429.00	03/25/2020
23255	POWDR - COPPER MOUNTAIN	106289021	Town of Frisco - Staff Season Pas	02/26/2020	409.00	409.00	03/25/2020
Total POWDR - COPPER MOUNTAIN LLC:					1,267.00	1,267.00	
PRINOTH LLC							
23386	PRINOTH LLC	1905012040	Town of Frisco	12/06/2019	18.27	18.27	03/25/2020
23386	PRINOTH LLC	1905012191	Town of Frisco	12/10/2019	102.41	102.41	03/25/2020
23386	PRINOTH LLC	1905012411	Town of Frisco	12/13/2019	231.17	231.17	03/25/2020
23386	PRINOTH LLC	1905012833	Town of Frisco	12/20/2019	199.40	199.40	03/25/2020
23386	PRINOTH LLC	1905013166	Town of Frisco	12/28/2019	59.39	59.39	03/25/2020
23386	PRINOTH LLC	1905014687	Town of Frisco	01/24/2020	357.41	357.41	03/25/2020
23386	PRINOTH LLC	1905014877	Town of Frisco	01/28/2020	70.88	70.88	03/25/2020
23386	PRINOTH LLC	2005000728	Town of Frisco	02/14/2020	2,885.23	2,885.23	03/25/2020
23386	PRINOTH LLC	2005000887	Town of Frisco	02/18/2020	29.17	29.17	03/25/2020
23386	PRINOTH LLC	2005000975	Town of Frisco	02/19/2020	5,368.20	5,368.20	03/25/2020
23386	PRINOTH LLC	2005001646	Town of Frisco	03/03/2020	170.89	170.89	03/25/2020
23386	PRINOTH LLC	2005002024	Town of Frisco	03/11/2020	596.21	596.21	03/25/2020
23386	PRINOTH LLC	2005002024	Town of Frisco	03/11/2020	396.94	396.94	03/25/2020
Total PRINOTH LLC:					10,485.57	10,485.57	
PSYCHOLOGICAL DIMENSIONS LLC							
23550	PSYCHOLOGICAL DIMENSIONS	1881	PComp - Inv. #1881	02/28/2020	350.00	350.00	03/11/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PSYCHOLOGICAL DIMENSIONS LLC:					350.00	350.00	
REVENUE RECOVERY GROUP INC.							
24200	REVENUE RECOVERY GROUP I	5558-0094-768	Audit Service: Albertsons Compan	03/06/2020	425.00	425.00	03/11/2020
Total REVENUE RECOVERY GROUP INC.:					425.00	425.00	
ROCKY MOUNTAIN RESERVE							
25115	ROCKY MOUNTAIN RESERVE	2202276	FSA/HSA Administration	03/10/2020	309.50	309.50	03/11/2020
Total ROCKY MOUNTAIN RESERVE:					309.50	309.50	
ROMAN MOORE							
25360	ROMAN MOORE	3/17/20	Election Moderator	03/11/2020	250.00	250.00	03/13/2020
Total ROMAN MOORE:					250.00	250.00	
ROSE GORRELL							
25480	ROSE GORRELL	FEBRUARY 20	Personal Cell Phone Stipend	03/06/2020	70.00	70.00	03/11/2020
Total ROSE GORRELL:					70.00	70.00	
ROSHAMBO, LLC							
25497	ROSHAMBO, LLC	6973	Invoice 6973	02/11/2020	975.00	975.00	03/23/2020
Total ROSHAMBO, LLC:					975.00	975.00	
SIGN LANGUAGE XL							
26705	SIGN LANGUAGE XL	91456	Frisco Day Lodge Summer Artwor	03/13/2020	348.17	348.17	03/25/2020
Total SIGN LANGUAGE XL:					348.17	348.17	
SME BUILDING CODE CONSULTANTS LLC							
26997	SME BUILDING CODE CONSULT	1001	Plan Review - B-19-0528 68 Scho	01/23/2020	3,958.10	3,958.10	03/25/2020
26997	SME BUILDING CODE CONSULT	1001	Plan Review - B-19-0529 68 Scho	01/23/2020	1,822.85	1,822.85	03/25/2020
26997	SME BUILDING CODE CONSULT	1001	Plan Review - B-19-0530 68 Scho	01/23/2020	1,359.72	1,359.72	03/25/2020
Total SME BUILDING CODE CONSULTANTS LLC:					7,140.67	7,140.67	
SOUTHERN GLAZER'S OF CO							
27175	SOUTHERN GLAZER'S OF CO	2228945	Frisco Adventure Park	03/04/2020	172.84	172.84	03/11/2020
27175	SOUTHERN GLAZER'S OF CO	2228945	Frisoc Nordic Center	03/04/2020	43.21	43.21	03/11/2020
Total SOUTHERN GLAZER'S OF CO:					216.05	216.05	
STAIS ARCHITECTS AND INTERIORS							
19440	STAIS ARCHITECTS AND INTER	3694	Frisco Bay Marina - Project: 1951	03/10/2020	6,885.33	6,885.33	03/11/2020
Total STAIS ARCHITECTS AND INTERIORS:					6,885.33	6,885.33	
STEVEN LONG							
27769	STEVEN LONG	DISHWASHER	Dishwasher Credit	03/06/2020	200.00	200.00	03/11/2020
Total STEVEN LONG:					200.00	200.00	
SUMMIT COUNTY 911 CENTER							
28125	SUMMIT COUNTY 911 CENTER	200221	1ST & 2ND QTR OPERATIONS	02/24/2020	73,295.50	73,295.50	03/11/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
28125	SUMMIT COUNTY 911 CENTER	200221	Docking Station for CSO	02/24/2020	3,803.37	3,803.37	03/11/2020
Total SUMMIT COUNTY 911 CENTER:					77,098.87	77,098.87	
SUMMIT COUNTY GOVERNMENT							
28320	SUMMIT COUNTY GOVERNMENT	200254	Lobbyist-Squire Patton - Shared C	03/11/2020	1,500.00	1,500.00	03/11/2020
28320	SUMMIT COUNTY GOVERNMENT	200285	LobbyIST EXPENSE 2/15-3/14 T	03/19/2020	1,500.00	1,500.00	03/20/2020
Total SUMMIT COUNTY GOVERNMENT:					3,000.00	3,000.00	
SUMMIT FIRE & EMS							
17600	SUMMIT FIRE & EMS	1,302	February CPR Class	02/17/2020	260.00	260.00	03/11/2020
Total SUMMIT FIRE & EMS:					260.00	260.00	
SUMMIT FIRE AUTHORITY							
28670	SUMMIT FIRE AUTHORITY	1752	2020 Hazmat Assessment	01/23/2020	10,914.35	10,914.35	03/09/2020
Total SUMMIT FIRE AUTHORITY:					10,914.35	10,914.35	
TC3 ARCHITECTS							
29590	TC3 ARCHITECTS	21910 3/8/20	Job Number: 21910	03/08/2020	5,250.00	5,250.00	03/11/2020
Total TC3 ARCHITECTS:					5,250.00	5,250.00	
USDA FOREST SERVICE							
31890	USDA FOREST SERVICE	BF021510AA1	Payer Code 0003300531	02/25/2020	436.00	436.00	03/11/2020
Total USDA FOREST SERVICE:					436.00	436.00	
VALHALLA INTEGRATION							
32065	VALHALLA INTEGRATION	F3502-001	Contract: F3502	03/18/2020	9,824.34	9,824.34	03/26/2020
Total VALHALLA INTEGRATION:					9,824.34	9,824.34	
XCEL ENERGY							
33380	XCEL ENERGY	675580275	Account 53-0012487828-5	03/05/2020	120.03	120.03	03/12/2020
33380	XCEL ENERGY	675580980	Account 53-0012487832-1	03/05/2020	144.71	144.71	03/12/2020
33380	XCEL ENERGY	675628900	Account 53-1235617-3	03/06/2020	194.66	194.66	03/12/2020
33380	XCEL ENERGY	675739899	Account 53-8074879-4	03/06/2020	8.17	8.17	03/12/2020
33380	XCEL ENERGY	675750233	Account 53-0010948072-7	03/06/2020	177.45	177.45	03/25/2020
33380	XCEL ENERGY	675793327	Account 53-0012464094-9	03/06/2020	121.80	121.80	03/25/2020
33380	XCEL ENERGY	676402083	Account 53-1000709-7	03/12/2020	190.17	190.17	03/25/2020
Total XCEL ENERGY:					956.99	956.99	
Grand Totals:					473,717.81	473,717.81	

<u>Vendor</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Net Invoice Amount</u>	<u>Amount Paid</u>	<u>Date Paid</u>
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Dated: _____

Finance Director: _____

Dated: _____

Accountant: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: ADDISON CANINO, ASSISTANT PUBLIC WORKS DIRECTOR
RE: REVOCABLE LICENSE 311 FRISCO STREET
DATE: APRIL 28, 2020

Summary Statement: To seek the approval of the proposed revocable license agreement in regards to the usage of the Town alley between 3rd and 4th Avenue, bordered on the north by lots 7-12, Block 25, of the Town of Frisco subdivision, on the south by lots 13-18, Block 25, of the Town of Frisco subdivision.

Background: In 2019 the Town was asked to review a development application for the property at 311 Frisco Street. In the application it was noted that the development will have two units on the property, one with access off of Frisco Street, and the other needing access through the Town's alley right-of-way on the North side of the property. There would be no other viable option to access the north portion of the property without the usage of the Town's right-of-way, and the developer proposed improving this section of alley right-of-way to accommodate access to this second unit.

Staff Analysis:The project developer and engineer proposed an access to the Town which was deemed acceptable by Town staff. One condition of approval for the design was that the Town of Frisco Public Works Department would not agree to maintenance as this does not conform to the Town's current *Street Design and Access Criteria*. This will result in privately constructed and maintained improvements within the Town right-of-way, and because of this a revocable license agreement which outlines the developer's responsibilities is required.

Financial Impact:This revocable license holds no financial impacts to the Town.

Alignment With Strategic Plan: The proposed revocable license agreement falls under
Quality Core Services.

Staff Recommendation: It is staff's recommendation, that Frisco Town Council review and approve of the proposed revocable license agreement in regards to the proposed right-of-way improvements associated with the development of unit 2 of 311 Frisco Street.

Reviewed and Approved: This report has been reviewed and approved by:

Jeff Goble, Public Works Director – APPROVED
Bonnie Moinet, Finance Director -
Don Reimer, Community Development Director – APPROVED
Thad Renaud, Town Attorney –
Nancy Kerry, Town Manager –

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE IN CONNECTION WITH LOTS 16-18, BLOCK 25, FRISCO
TOWN SUBDIVISION**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC is granted this ___ day of _____, 2020, (the "Effective Date") by the Town of Frisco, a home rule municipal corporation, ("Town"), whose address is P.O. Box 4100, Frisco, Colorado 80443, to Pro Properties, LLC, a Colorado limited liability company ("Licensee"), whose address is P.O. Box 4272, Frisco, Colorado, 80433.

RECITALS

A. The Town owns the right-of-way that begins at South 3rd Avenue and extends east to South 4th Avenue, and is bordered on the north by lots 7-12, Block 25, of the Frisco Town Subdivision, and is bordered on the south by lots 13-18, Block 25, of the Frisco Town Subdivision (the "Town ROW").

B. Licensee owns that certain real property described as Lots 16 through 18, Block 25, Frisco Town Subdivision (the "Licensee's Property").

B. In connection with its construction on Licensee's Property, Licensee desires to install and maintain paved alley improvements (collectively the "Private Improvements") that will occur on the Town ROW. The Private Improvements are depicted on Exhibit A attached hereto and incorporated herein by this reference.

C. Pursuant to Town Charter, the Code of the Town of Frisco ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public places.

D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and maintain the Private Improvements as depicted in Exhibit A under certain circumstances and with certain conditions and stipulations.

E. The intent of this License is to authorize, on a revocable basis, the installation and maintenance of the Private Improvements within the Town ROW without cost to the Town for such installation or maintenance.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to install and maintain the Private Improvements in the Town ROW, provided, however, that as conditions of the License, the Licensee shall:

(i) Prepare, at its sole expense, a survey of the area of the Town ROW that is subject to this License, and the Private Improvements constructed therein; said survey to be prepared by a licensed surveyor and attached hereto as Exhibit A hereto;

(ii) construct and maintain the Private Improvements only within the boundaries of the area depicted on said survey as being within the Town ROW;

(iii) maintain the Private Improvements in a good and attractive condition;

(iv) provide, at its sole expense, for such snow removal as may be necessary or desirable for Licensee to make use of the Private Improvements; and

(v) without limiting the Licensee's duties under Section 7 below, indemnify and hold the Town harmless from and against any claims or demands made of the Town that are related to any change in historic drainage flow that are alleged to have been caused by the construction or maintenance of the Private Improvements

The rights granted under this License are expressly subject to the rights of the public to use the Town ROW, including but not limited to the use of those areas of the Town ROW on which the Private Improvements are constructed, and to any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. **Design, Installation, Excavation and Maintenance**

a. The Licensee shall pay all costs of design, installation, and maintenance of the Private Improvements. Upon revocation of the License as provided herein and upon the Town's written demand, Licensee shall pay all costs and perform all removal of the Private Improvements from the Town ROW within sixty (60) days of the written demand. Upon any failure of the Licensee to remove the Private Improvements within said sixty (60) days, the Private Improvements shall become and remain the property of the Town, subject to use or disposal at the Town's sole discretion, and the transfer of ownership of the Private Improvements shall be the Town's sole remedy for the Licensee's failure to remove the Private Improvements.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Town ROW encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other licensees in exercising their rights to construct, remove, operate and maintain their installations within the Town ROW.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities or utilities located within the Town ROW due to activities authorized by this License.

d. Pursuant to Town Code, Licensee shall not install, replace or alter the Private Improvements without first obtaining the necessary permits, paying the necessary fees and posting the necessary bonds, including but not limited to building permits and excavation permits, as applicable.

e. All excavation shall be accomplished in accordance with the Town Code and the required permits. Licensee is responsible for locating all utilities prior to any excavation. The Town Manager or the Town Manager's designee, prior to excavation, shall review and approve plans and specifications governing the installation and any later replacement or alteration of the Private Improvements. Upon completion of installation and alteration, if any, a reproducible copy of the exact location and dimensions of the Private Improvements shall be filed with the Town Manager.

f. Licensee acknowledges that it is installing the Private Improvements at its own peril. Licensee is solely responsible for any damage to the Private Improvements caused by public use, Town personnel, or the Town's contractors or subcontractors, in connection with conducting maintenance, emergency or other operations in the Town ROW.

3. **Repair of Damages**

Licensee shall promptly repair all damage to the Town ROW caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensee's expense unless the Licensee makes such repairs upon the Town's request.

4. **Term.**

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License pursuant to Section 7 below. This License may also terminate upon Licensee's request so long

as Licensee removes all Private Improvements and returns the Town ROW to substantially similar condition as that prior to installation of the Private Improvements.

5. Revocation.

a. Town may revoke this License upon thirty (30) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of thirty (30) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Council of the Town that the Town ROW is desired or beneficial for any purpose.

b. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification.

The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, contractors, subcontractors, or lessees, in the installation, construction, use or maintenance of the Private Improvements. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

In the event the Town institutes litigation against the Licensee for a breach of this License or for an interpretation of the License and the Town is the prevailing party, Licensee shall reimburse the Town for all costs related thereto including reasonable attorney fees. If the Licensee prevails, then the Town shall reimburse the Licensee for all costs related thereto including reasonable attorney fees.

8. Competing Uses.

The Private Improvements and the Licensee's activities within the Town ROW shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Town ROW. Licensee's Private Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. Miscellaneous Provisions

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be constructed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns, and shall run with and be binding upon the owner(s) of the License's Property; provided, however, that upon sale of the Licensee's Property this License will be automatically assigned to the successor owner and Licensee will be released from all obligations hereunder after such sale.

c. Underlying Intent and Scope. It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

d. No Third Party Beneficiaries. Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third party beneficiaries are intended by this License. Any third party receiving a benefit from this License is an incidental and unintended beneficiary only.

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Summit County, Colorado.

f. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

10. **Recordation**

This License shall be recorded in the real property records of the Summit County Clerk and Recorder.

**EXHIBIT A
TO
REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE IN CONNECTION WITH LOTS 16-18, BLOCK 25, FRISCO
TOWN SUBDIVISION**

(Insert depiction of Town ROW and Private Improvements)



MASON GLEN

BETHEL TWNHMS

TELLER CROSSING

Teller St

Frisco St

RIDGEVIEW COURT

309

Units 2-5

311

Unit 1

308

306

310

307A

312A

307B

312B

316

210

9

8

5

4-1

9

7

6

4

3

25

2122

Frisco

24

13

15

16

18

16

21

24

213B

213C

315

319

213A

213D

213E

301

311

319

321

401

411

400

9A

314

402

**311 FRISCO STREET
LOTS 16 - 18, BLOCK 25
AMENDED FRISCO TOWNSITE**

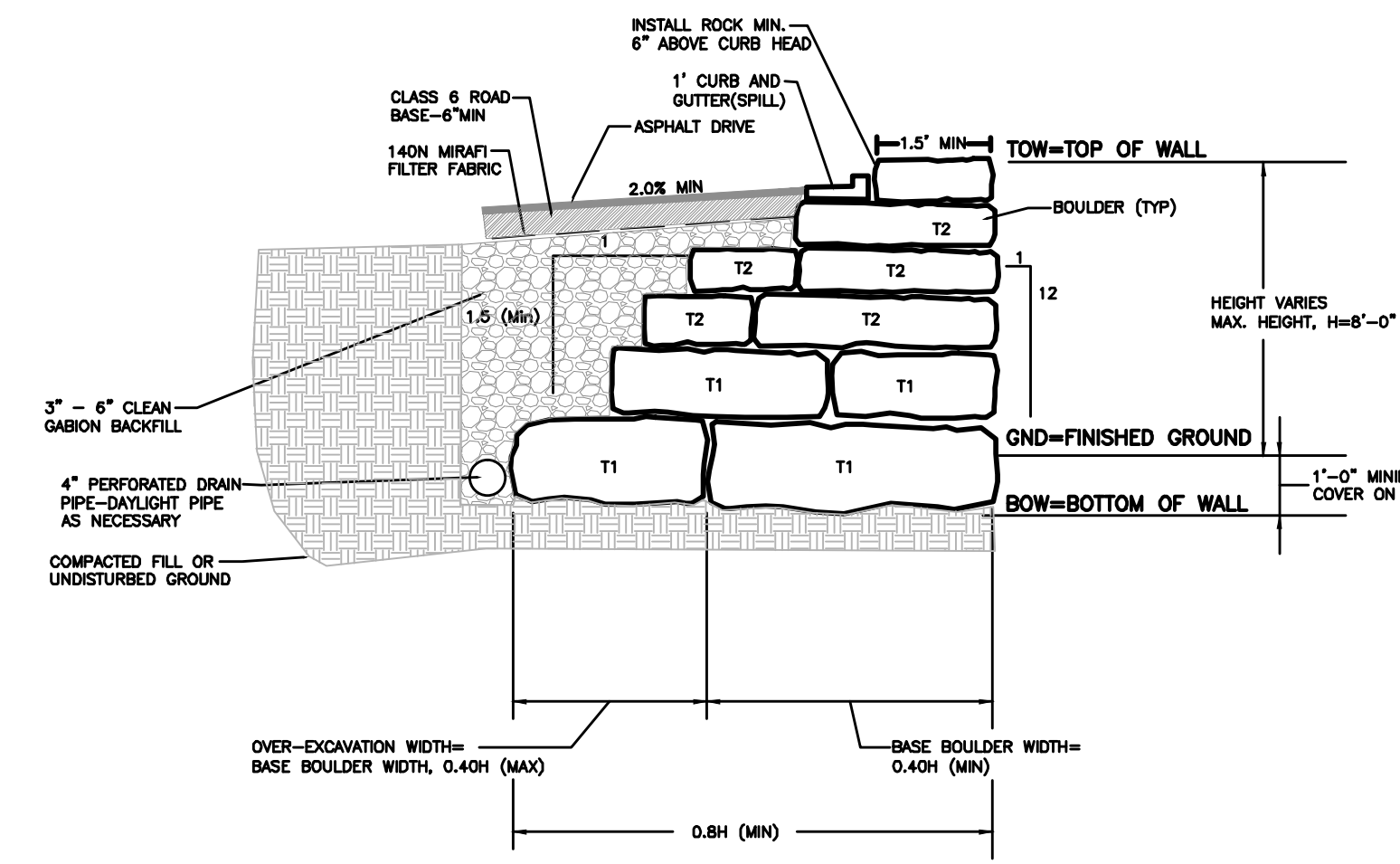
LOCATED IN THE SW1/4 OF SECTION 35, T.5 S., R.78 W. OF THE 6TH P.M.
TOWN OF FRISCO, SUMMIT COUNTY, COLORADO

DESIGN DATA
ASHTO SPECIFICATIONS 17TH EDITION
SERVICE LOAD DESIGN

EARTH LOAD: COULOMB THEORY OF LATERAL EARTH PRESSURE MODIFIED FOR BATTER OF WALL AND SLOPE BACK FILL.
WEIGHT OF BACKFILL = 125 PCF
EQUIVALENT FLUID PRESSURE = 50PCF FOR 2:1 SLOPE ABOVE WALL (CONTACT ENGINEER BEFORE USING A STEEPER BACKFILL SLOPE)
MAX BEARING PRESSURE 3.0 KSF
MIN F.S. AGAINST OVERTURNING 2.0
MIN F.S. AGAINST SLIDING 1.5

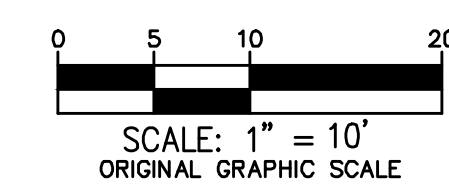
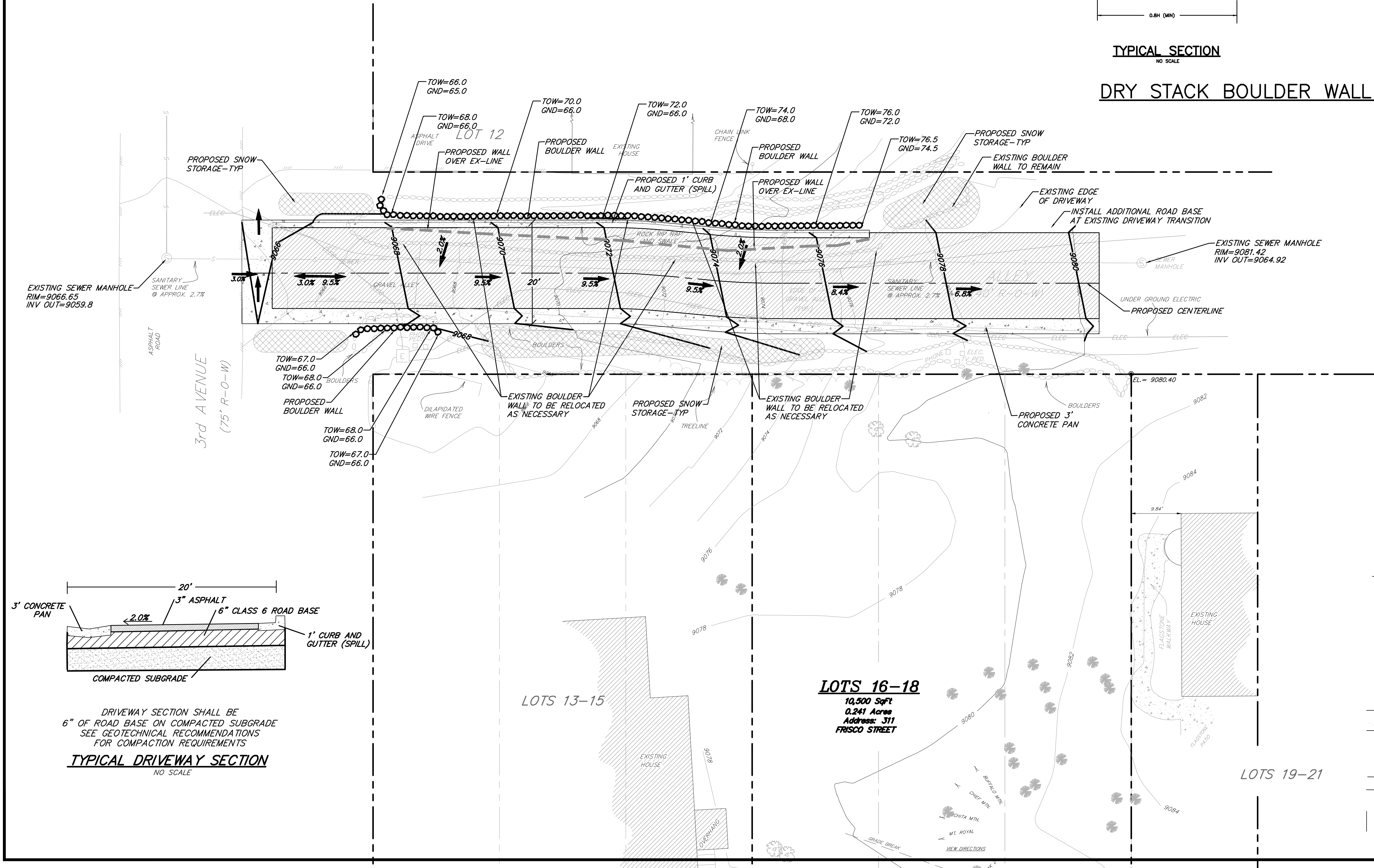
NOTES

CONTACT ENGINEER REGARDING ANY VARIATIONS TO THESE DETAILS BEFORE PROCEEDING WITH CONSTRUCTION
THESE DETAILS ARE SPECIFIC TO LARGE DIMENSIONS STONE DRY STACK WALLS ONLY.
BACKFILL TOE AFTER PLACING LOWER ROCK COURSE AND PRIOR TO PLACING ADDITIONAL COURSES OF ROCK.



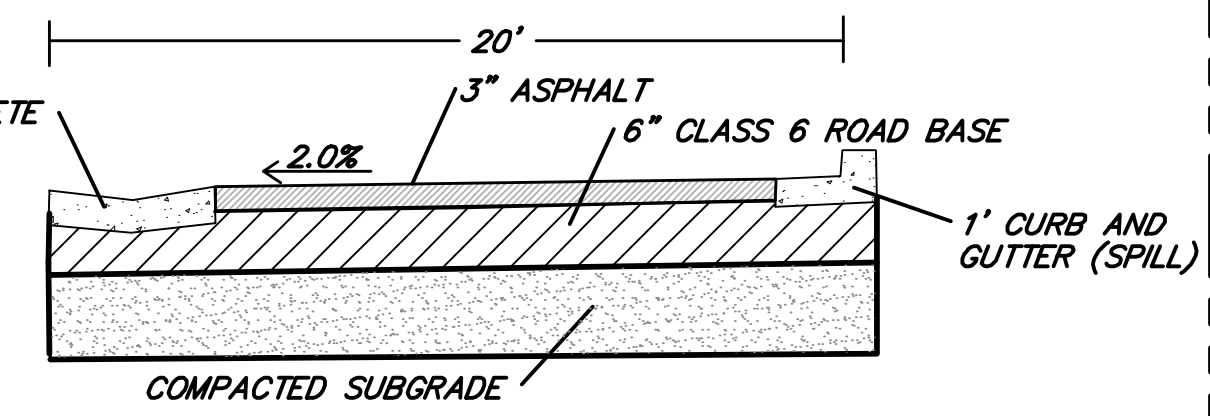
WALL HEIGHT	ROCK THICKNESS	
	T1	T2
4 < H < 8 FT	24"-30"	18"-24"
MAX. LAYERS	2	3

DRY STACK BOULDER WALL DETAIL



CALL UTILITY NOTIFICATION
CENTER OF COLORADO
811
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

- LEGEND**
- 8" STEEL PIPE
 - UTILITY PEDESTAL
 - △ RANDOM SURVEY CONTROL POINT
 - ⊙ 8" ASPEN TREE WITH TRUNK DIAMETER
 - x- WOOD BOARD FENCE
 - o-o- WIRE FENCE
 - SEWER MANHOLE
 - WATER VALVE
 - FIRE HYDRANT
 - UTILITY PEDESTAL
 - TRANSFORMER
 - TREE WITH TRUNK DIAMETER
 - DRAIN INLET
 - x- CHAIN LINK FENCE
 - o-o- 6" WOOD FENCE
 - WELL
 - CONCRETE



DRIVEWAY SECTION SHALL BE 6" OF ROAD BASE ON COMPACTED SUBGRADE SEE GEOTECHNICAL RECOMMENDATIONS FOR COMPACTION REQUIREMENTS



Revised Per Comments	Revised Per Comments	Building Permit Submittal	Date
2	1	1	

TEN MILE ENGINEERING, INC.
Professional Civil Engineers
Po Box 1785
Frisco, CO 80443
970.485.5773
tenmileengineering@aol.com

311 FRISCO STREET
LOT 16, 17 AND 18
BLOCK 25 AMENDED FRISCO TOWNSITE
TOWN OF FRISCO, COLORADO

DRIVEWAY GRADING PLAN

Project: 310 MAIN ST
Date: 9/20/19
Scale: 1" = 10'
Sheet: 1 OF 1



TO: Mayor and Town Councilors

FROM: Thad W. Renaud, Town Attorney

DATE: April 28, 2020

RE: Ethics in Government – Conflicts of Interest

Questions concerning conflicts of interest arise with some frequency in the context of governmental decision-making. In Frisco, the conduct of governmental officials is governed by state statutory provisions and the “Code of Ethics” that has been adopted by the Town and codified as Chapter 15 of the Code of Ordinances of the Town of Frisco. I have prepared this memorandum on the principal provisions of the state statutes and the local Code to assist you in considering these issues as they may arise in the future.

I. Conflicts of Interest – State Statutory Prohibitions

Section 24-18-109 of the Colorado Revised Statutes sets out rules of conduct for local government officials and employees. Among other things, it prohibits local government officials from:

Perform[ing] an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial interest or is engaged as counsel, consultant, representative or agent. C.R.S. ' 24-18-109(2)(b).

Moreover, “a member of the governing body of a local government who has a personal or private interest in any matter proposed or pending before the governing body shall disclose such interest to the governing body and shall not vote thereon and shall refrain from attempting to influence the decisions of the other members of the governing body in voting on the matter. “ C.R.S. 24-18-109(3)(a).

This statute is mandatory, and violations of the statute are subject to criminal prosecution. Votes which reflect a conflict of interest by any one member are voidable, even though the vote of that particular member may not have been a deciding vote.

II. Conflicts of Interest – Local Code Provisions

Frisco's local ethics code is, in many respects, more restrictive than the state statutes concerning governmental ethics and conflicts of interest. As stated in section 15-1 of the Town Code, the purpose of the Town's Code of Ethics is to "promote confidence in the town government" and the intent of the Ethics Code is "to foster public trust by defining the parameters of honest government and by prohibiting the use of public office for private gain." Particularly illustrative of this point is the provision of section 15-1.B., which provides as follows:

While it is critical that board members and employees follow both the letter and spirit of this chapter, it is equally important that they strive to avoid situations that may create public perceptions of violations of this chapter. Perceptions of such violations can have the same negative impact on public trust as actual violations.

While, similar to state law, Frisco's Code of Ethics contains a prohibition against the performance of official acts where the official actor has a financial or personal interest in a matter, Frisco's code contains additional prohibitions and limitations including the following:

No board member or employee may use any information obtained by virtue of his or her public position in furtherance of any personal or financial interest or the personal or financial interest of any other person (§ 15-3.A.(2)).

No board member or employee, in his or her official capacity, may solicit or accept from any one donor a present or future gift, favor, loan, service or thing of value, whose cumulative value is more than four hundred dollars (\$400.00) per annum, or under circumstances that would lead a reasonably prudent person to believe that such gift, favor, loan, service or thing of value was made or given primarily for the purpose of influencing or attempting to influence such board member or employee in connection with an official act, or as a reward for official action he or she has previously taken. This prohibition shall not apply to:

- (a) Acceptance of food and refreshment at conferences, seminars, training sessions, luncheon and dinner meetings, special occasions and other instances in connection with town business.
- (b) Campaign contributions reported under the Fair Campaign Practices Act. (§ 15-3.A.(3)).

No board member or employee shall engage in a substantial financial transaction for his or her private business purposes with a person whom he or she inspects or supervises in the course of his or her official duties. (§ 15-3.A.(4)).

No board member or employee shall perform any official act under circumstances that give rise to an appearance of impropriety on the part of the board member or employee. (15-3.A.(6)).

III. Conflicts of Interest – What to do if you have one (or think that you may have one)?

Section 15-4 of the Town Code prohibits a board member from voting on a matter if the board member has a conflict of interest as discussed above. On such a question, the board member must disclose the nature of the conflict of interest prior to abstaining from voting. When such a disclosure occurs, the board member must physically remove himself or herself from the board and is to refrain from attempting to influence the remaining members of the board on the question. (§ 15-4.B.)

If a board member is uncertain as to whether a conflict of interest exists, he or she can take one of several actions. First, under section 15-4.A. of the Code, the board member may ask the other members of the board to determine whether the member has a conflict of interest. On such a request, a vote of the remaining members of the board is conclusive on the question of whether the conflict of interest exists, and the motion made as to the question is to state the basis of the determination. Second, under section 15-6 of the Code, any board member may request that the Town Attorney provide an advisory opinion whenever a question arises as to the applicability of the Ethics Code to a particular situation. Because conflict of interest questions are sometimes complicated and involve a wide variety of factual scenarios, it is not at all uncommon for Councilors to call upon the Town Attorney for an advisory opinion and I ask that you do so if you are at all uncertain on a question.

IV. Conflicts of Interest – The Consequences

As discussed above, voting on a matter in which one has a conflict of interest can result in a void, or voidable, act or decision or even criminal liability under state law. Beyond that, however, Frisco's Code provides additional sanctions as follows:

Any board member or employee who violates any provision of this chapter shall be subject to the following:

- A. If a violation by any member of the Town Council is established to the satisfaction of a majority of the Town Council, the violation shall be grounds for an official reprimand by the Town Council.
- B. If a violation by any board member other than a Town Council member is established to the satisfaction of five (5) members of the Town Council, the violation shall be grounds for removal of the board member from the board of which he is a member....

- C. If a violation by any employee is established by the town manager, the violation shall be grounds for discipline up to and including termination.

I hope that all of the foregoing is helpful to you as you consider matters that involve, or potentially involve, conflicts of interest in the governmental decision-making process. Because your consideration of such matters is vitally important to the public's trust in its elected officials, I very much encourage you to inquire of me or the Town Manager whenever you are faced with a situation that may involve a conflict of interest.



TO: Mayor and Town Councilors

FROM: Thad W. Renaud,
Town Attorney

DATE: April 28, 2020

RE: Quasi-Judicial Decision Making and *Ex Parte* Communications

Two issues that often arise in the course of planning and land use decision-making are the nature of quasi-judicial decision making and *ex parte* communications during the course or in the context of that decision-making process. I have prepared this memorandum on these subjects to assist you in considering these issues as they arise in the future.

I. Quasi-Judicial Decisions

A “quasi-judicial” decision is a decision that involves the application of existing legal standards to a particular property or application to use property in a way that affects the property rights of one individual, but not others. The Town Council makes quasi-judicial decisions when it considers subdivision applications, rezoning applications, development applications and other similar site specific land use or development applications. These sorts of decisions should be thought of as distinct from “legislative” decision-making, which is the making of decisions about the adoption or modification of laws and regulations of general applicability; being laws that apply equally to all similarly situated properties or individuals.

From a legal standpoint, the primary difference between a “quasi-judicial” and a “legislative” decision is the standard under which the decision will be judged by a court of law if challenged. Legislative decisions are typically challenged as be “*ultra vires*” (beyond the legal authority of the legislative body to have adopted) or as a procedural or substantive due process violation. These sorts of challenges to legislative actions can be the topic of a future work session. A quasi-judicial decision, on the other hand, is subject to challenge under an “arbitrary and capricious” standard that is set forth in Colorado Rule of Civil Procedure 106(a)(4) and defined by the case law of Colorado.

Under Colorado case law, a decision is not “arbitrary and capricious” if it is supported by “competent evidence on the record” that was before the decision-making body. In turn, “competent evidence on the record” has been defined to mean enough evidence to make the issue at hand “fairly debatable” by reasonable people. There need not be a “proof beyond a reasonable doubt” nor even a “preponderance” of evidence in support of a given proposition to meet the

competent evidence standard. In this sense, the arbitrary and capricious standard is fairly deferential to the decision making body.

It is not without its limits, however. To be upheld on appeal, a quasi-judicial decision must express its findings of fact as they relate to the criteria or standards under which the decision is made, and those criteria or standards must be sufficiently specific to avoid a challenge on grounds of vagueness. In other words, those standards must be specific enough to give a property owner reasonable notice of what will or will not be allowed in terms of the use or development of a particular piece of property.

In making a quasi-judicial decision, the decision-makers are expected to take on the role of a judge. They are expected to come to the decision-making process without any bias as to the outcome of the proceeding and are to make their decision based only on the evidence presented to them in the hearings held concerning the matter. The reason for the rule as to bias is that constitutional "due process" requires an unbiased decision-maker (one without what the case law describes as "pre-judgment bias"). The reason for the rule as to the making of a decision based only on evidence presented at a hearing is two-fold. First, constitutional "due process" requires that the parties to a proceeding (be they an applicant or neighbor) must have the opportunity to rebut or otherwise respond to whatever arguments may be made to a decision-maker concerning the matter at issue. The second is that, because a court in reviewing a quasi-judicial decision must determine whether the decision is supported by competent evidence on the record, the court expects that all matters that were considered in making that decision be a part of the record of the proceedings.

II. *Ex Parte Communications.*

Ex parte communications are not in and of themselves illegal, or unethical. However, ex parte communications are not fair to anyone who is not a party to them, and they can also adversely affect the very result which the decision-making body seeks to cause.

An ex parte communication is a communication made to the decision-maker, outside of the public hearing and not on the record, by a party to a transaction. Ex parte communications typically arise when either developers or development opponents contact Planning Commissioners, City Councilors or Board of Adjustment members in advance of a hearing, to explain their position, offer comment, criticize the other side's position, seek a "reading" on what the decision-making board might think about a particular issue, etc. Reliance by the decision-making board, or a member thereof, on any ex parte communication taints the hearing process. This is because ex parte communications are made without notice to the other side. They are therefore, by definition, unfair to the other side, because they do not afford the other side an opportunity to respond. In conducting a hearing, the decision-maker may not consider ex parte communications without giving notice thereof to all parties. See *Hartley v. City of Colorado Springs*, 764 P.2d 1216 (Colo. 1988); *Whelden v. Board of County Commissioners of Adams*

County, 782 P.2d 853 (Colo. App. 1989); *Sclavenitis v. City of Cherry Hills Village Board of Adjustment and Appeals*, 751 P.2d 661 (Colo. App. 1988). Ex parte communications are particularly insidious because they do not form a part of the record and therefore their effect on the decision-making process cannot be measured or ascertained.

A council or planning commission or board of adjustment must conduct its consideration of land use matters in a manner which affords all of the parties due process. This means that fairness to all parties must be maintained. *Sclavenitis*, supra. The applicant in any land use decision is clearly a party in interest. However, other landowners adjacent to or near the property which is the subject of the land use decision are also parties in interest and have a right to be heard. *Snyder v. City Council of the City and County of Denver*, 531 P.2d 642 (Colo. App. 1975).

Over years of representing municipalities, I have consistently advised planning commissions, councils and boards of adjustment making land use decisions to strongly discourage all ex parte communications. Individual members should not engage in conversations or meetings with developers or citizens to discuss a matter which will be before the planning commission, council or board of adjustment for decision. Rather, all persons should routinely be referred to the staff so that the staff may incorporate their comments into the publicly circulated staff report. All persons should also be encouraged to attend the hearing and to express their views at the hearing. Again, the rationale for this is that publicly expressed views will be heard by all, and any parties in interest with opposing views will have the opportunity to make their objections known in the public forum.

There are, of course, occasions when an ex parte communication cannot be avoided. In such cases, the recipient of the ex parte communication should always announce, at the hearing, the nature, source and content of the communication. Again, the purpose of this is to make the communication public, and to afford all parties in interest the opportunity to make comment on it. It also affords all of the other members of the decision-making body the opportunity to consider the same information made available to an individual member.

In conclusion, I realize that councilors, planning commissioners and members of a board of adjustment are subjected to pressures in this area. However, if a decision-maker wants to preserve the effectiveness of his or her vote, that decision-maker should never engage in conduct which could risk that person's vote being negated, and perhaps even the very decision which the decision-maker supported being overturned.

As always, I am happy to answer any questions or discuss further any of the issues addressed in this memorandum.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: NEW BEER AND WINE LIQUOR LICENSE – SNOWY SUMMIT LLC DBA COLISCO WEARABLES
DATE: APRIL 28, 2020

Background: As prescribed in State Statute, all new liquor license applications must be first submitted to the local licensing authority for approval. Supporting documentation as outlined on State form DR 8404 must accompany the application to begin the hearing process requirements. The preliminary findings have been included in this report to support proof of a completed application.

Analysis: This application is for a new beer and wine liquor license Snowy Summit LLC dba Colisco Wearables located at 416 Main Street Units 1,2,3,6,7,8. Applicant Lua C. Ton has filed the necessary paperwork and posted the premise in accordance with the Colorado Liquor Code. Further, notice of this application was published in a newspaper of general circulation on pursuant to statutory requirements. Identigo and the Frisco Police Department have performed the necessary fingerprinting and background checks for the applicants and have found them to be satisfactory.

Staff Recommendation: On that basis, it is recommended the Council make a motion approving the issuance of a beer and wine liquor license for Snowy Summit LLC dba Colisco Wearables. located at 416 Main Street Units 1,2,3,6,7,8, on the basis of the following findings: that the Authority (1) has reviewed the neighborhood under consideration and finds it to be the Town of Frisco as a whole; (2) has considered the desires of the inhabitants of the neighborhood and finds that the inhabitants desire an additional establishment that serves liquor; (3) has reviewed the needs of the neighborhood for the outlet and finds that the needs of the neighborhood are not met by the existing outlets; (4) has reviewed the location of the proposed establishment and finds that it is not located within 250 feet of any school or college campus; (5) has reviewed the qualifications of the applicant and, pursuant to the requirements of the Frisco Code and Colorado Statutes, find the applicant to be qualified to obtain a beer and wine liquor license for Snowy Summit LLC dba Colisco Wearables.

Financial Impact: There is no financial impact.

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other
 Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number
 SNOWY SUMMIT LLC [REDACTED]

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
 COLISCO WEARABLES [REDACTED] 970-668-2016

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 416 MAIN ST UNITS 1,2,3,6,7,8

City County State ZIP Code
 FRISCO SUMMIT CO 80443

4. Mailing Address (Number and Street) City or Town State ZIP Code
 PO BOX 652 FRISCO CO 80443

5. Email Address
 INFO@THEFLYINGCRANE.COM

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) N/A	Present State License Number N/A	Present Class of License N/A	Present Expiration Date N/A
--	-------------------------------------	---------------------------------	--------------------------------

Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
--	---

<input type="checkbox"/> Application Fee for New License\$550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$650.00 <input type="checkbox"/> Application Fee for Transfer\$550.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input type="checkbox"/> Manager Registration - H & R\$75.00 <input type="checkbox"/> Manager Registration - Tavern\$75.00
--	--

Section B Liquor License Fees

<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area..... \$75.00 <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input checked="" type="checkbox"/> Beer and Wine License (City)..... \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County)..... \$750.00 <input type="checkbox"/> Campus Liquor Complex (City)..... \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) \$500.00 <input type="checkbox"/> Campus Liquor Complex (State)..... \$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City)..... \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)..... \$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00	<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$75.00 <input type="checkbox"/> Master File Location Fee\$25.00 X _____ Total _____ <input type="checkbox"/> Master File Background \$250.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County).....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County)\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City)..... \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State)..... \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County)\$312.50 <input type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County)\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00
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Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
------------------------	----------------	--	-------------

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- A. Applicant/Licensee identified
- B. State sales tax license number listed or applied for at time of application
- C. License type or other transaction identified
- D. Return originals to local authority
- E. Additional information may be required by the local licensing authority
- F. All sections of the application need to be completed

II. Diagram of the premises

- A. No larger than 8 1/2" X 11"
- B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- C. Separate diagram for each floor (if multiple levels)
- D. Kitchen - identified if Hotel and Restaurant
- E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- B. Lease in the name of the applicant (or) (matching question #2)
- C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant
- D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)

IV. Background information and financial documents

- A. Individual History Records(s) (Form DR 8404-I)
- B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with Identogo. The Vendors are as follows:
Identogo – <https://uenroll.identogo.com/>
 Phone: 844-539-5539 (toll-free)
 Identogo FAQs: <https://www.colorado.gov/pacific/cbi/identification-faqs>
Colorado Fingerprinting – <http://www.coloradofingerprinting.com>
 Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>
 Phone: 303-292-2722 Toll Free: 833-224-2227
- C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- A. Form DR 4679
- B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office
- B. Certificate of Good Standing
- C. Certificate of Authorization if foreign corporation
- D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)

VII. Partnership applicant information (if applicable)

- A. Partnership Agreement (general or limited). Not needed if husband and wife
- B. Certificate of Good Standing (If formed after 2009)

VIII. Limited Liability Company applicant information (if applicable)

- A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office)
- B. Certificate of Good Standing
- C. Copy of operating agreement
- D. Certificate of Authority if foreign company

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- A. \$75.00 fee
- B. Individual History Record (DR 8404-I)
- C. If owner is managing, no fee required

Name SNOWY SUMMIT LLC	Type of License BEER & WINE	Account Number 44-3-411		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or				
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		N/A <input type="checkbox"/> <input type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		N/A <input type="checkbox"/> <input type="checkbox"/>		
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		N/A <input type="checkbox"/> <input checked="" type="checkbox"/>		
13b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input checked="" type="checkbox"/> <input type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input type="checkbox"/> <input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord ROGER F STEVENS & TRUST	Tenant SNOWY SUMMIT LLC	Expires 10/2021		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name N/A	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		N/A <input type="checkbox"/> <input type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: (a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.				
				<input type="checkbox"/> <input checked="" type="checkbox"/>

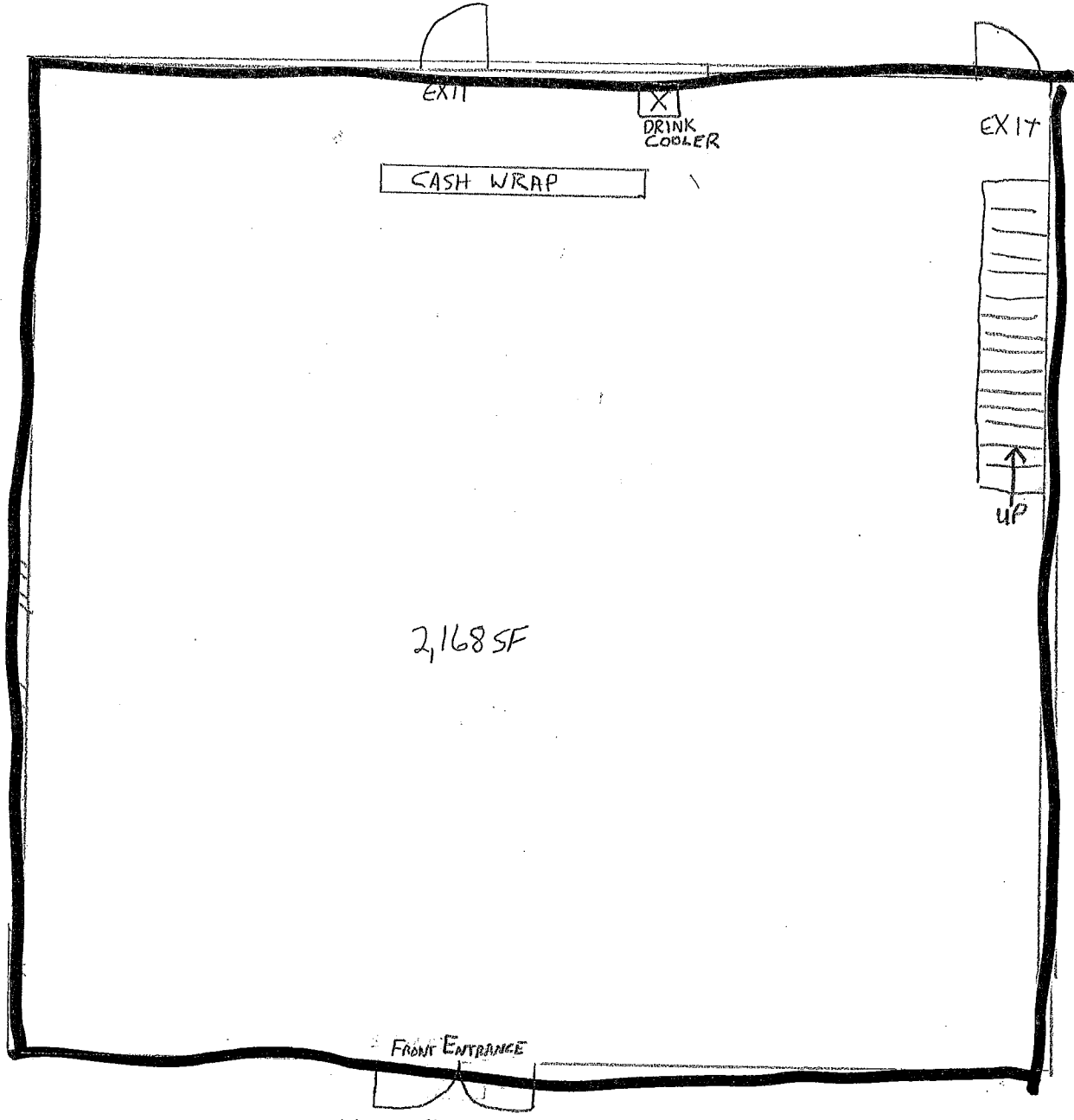
Name SNOXY SUMMIT LLC	Type of License BEER & WINE	Account Number 443-411		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
(c) How long has the club been incorporated?		<input type="checkbox"/>		
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input type="checkbox"/>		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		N/A <input type="checkbox"/> <input type="checkbox"/>		
22. Campus Liquor Complex applicants answer the following:				
(a) Is the applicant an institution of higher education?		N/A <input type="checkbox"/> <input type="checkbox"/>		
(b) Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		<input type="checkbox"/> <input type="checkbox"/>		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager TON		First Name of Manager LISA		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
		<input type="checkbox"/> <input checked="" type="checkbox"/>		
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		N/A <input type="checkbox"/> <input type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager TDW		First Name of Manager LISA		
26. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.				
		<input type="checkbox"/> <input checked="" type="checkbox"/>		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members . In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant . All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name LISA C. TON	Home Address, City & State 253 BELFORD ST	DOB 5/13/75	Position OWNER	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name N/A	Type of License BEER + WBE	Account Number 44-3-411
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature <i>Lisa C. Tow</i>	Printed Name and Title LISA C TOW	Date 11/26/19
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <p><input type="checkbox"/> Fingerprinted</p> <p><input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license</p> <p>(Check One)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____</p> <p><input type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?		<input type="checkbox"/> <input type="checkbox"/>
<p>NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p>		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		<input type="checkbox"/> <input checked="" type="checkbox"/>
<p>The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.</p>		
Local Licensing Authority for		Telephone Number <input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date

416 E. MAIN

COLTSCO
WEARABLES

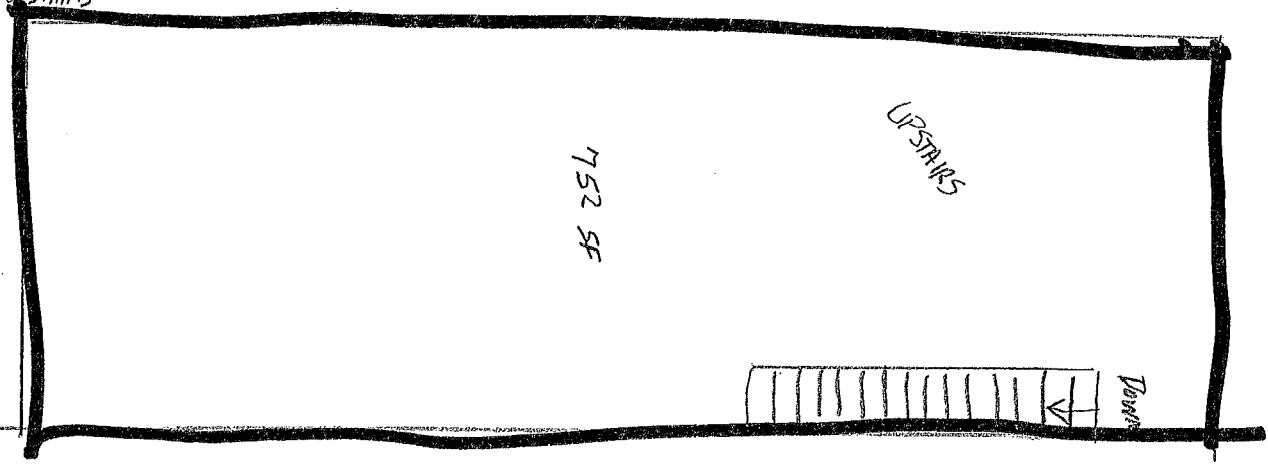
5th Ave



2,168 SF

FRONT ENTRANCE
MAIN ST

* UPSTAIRS



752 SF

UPSTAIRS

Down

FILE COPY

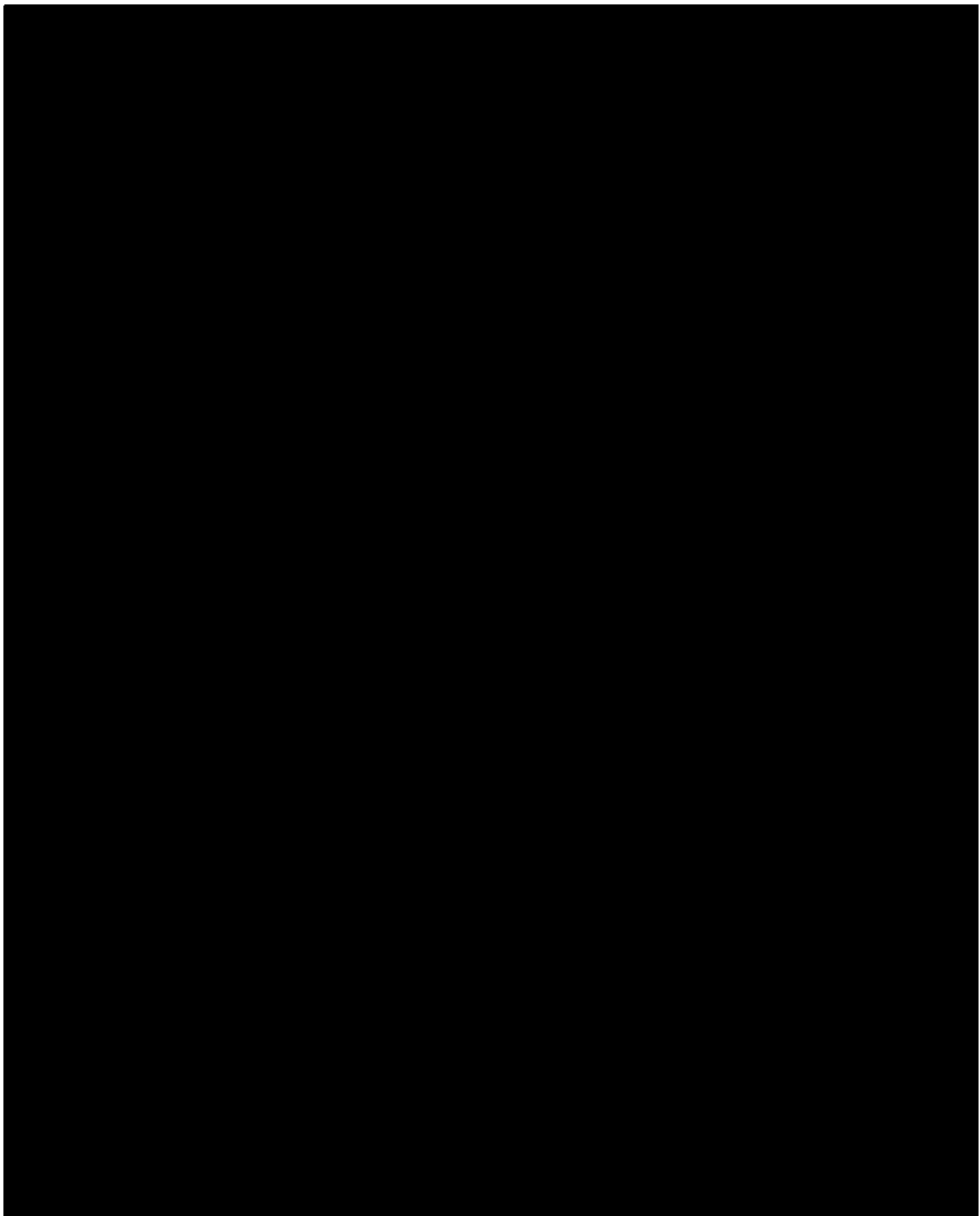
STEVENS BUILDING LEASE (REV 6-97)

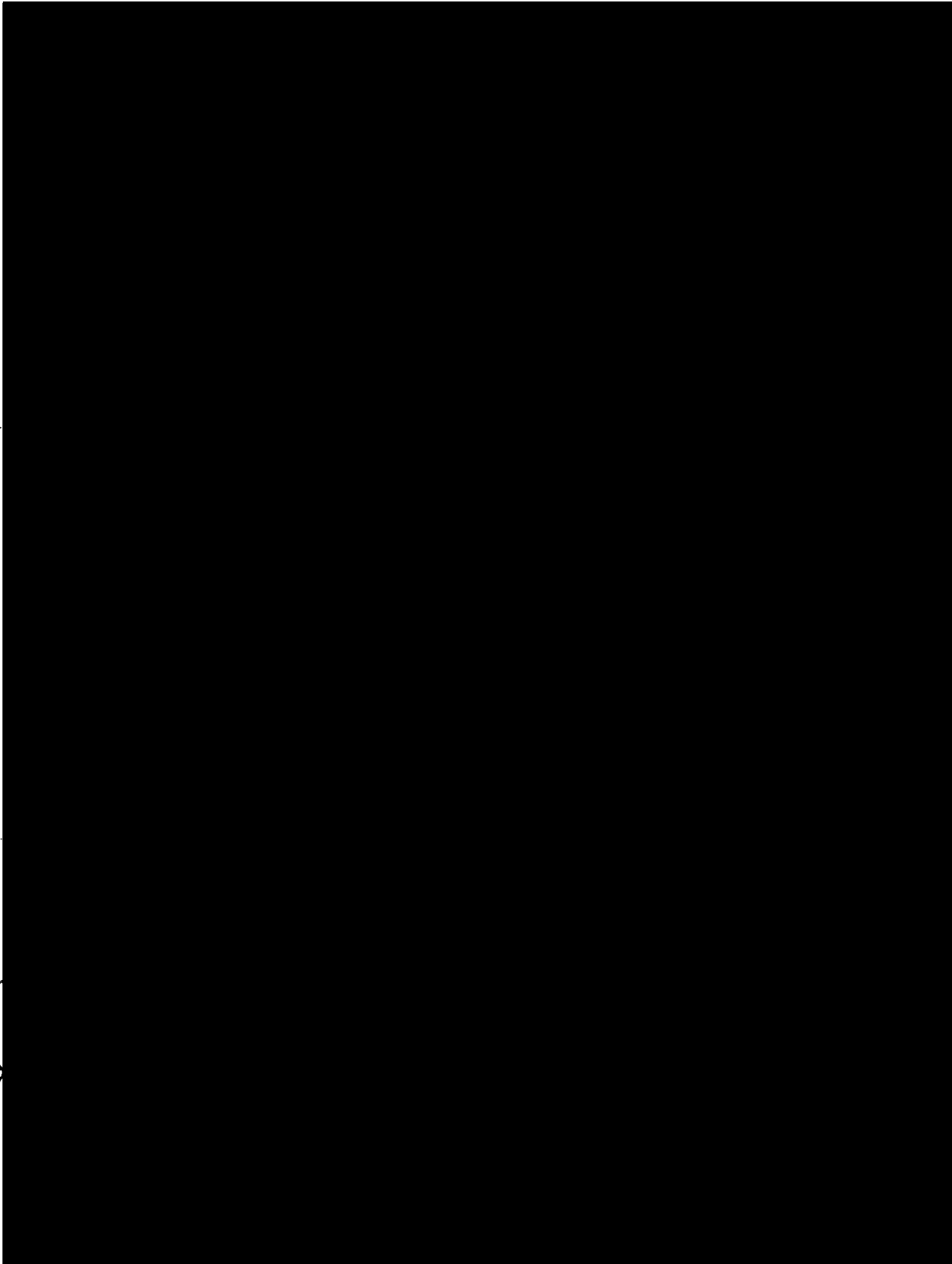
THIS LEASE, by and between Roger E. Stevens, Landlord, of P. O. Box 2140, Alder, CO 80306 and Jon Roger + Lisa Tom, Tenant, witnesseth:

In consideration of the payment of rent and the performance of each of the covenants and agreements by Tenant hereinafter set forth, Landlord does hereby Lease unto Tenant the following described Premises, herein after called the "Premises" or "Demised Premises", located at the southwest corner of 5th and Main streets in Frisco, CO, namely unit #1.

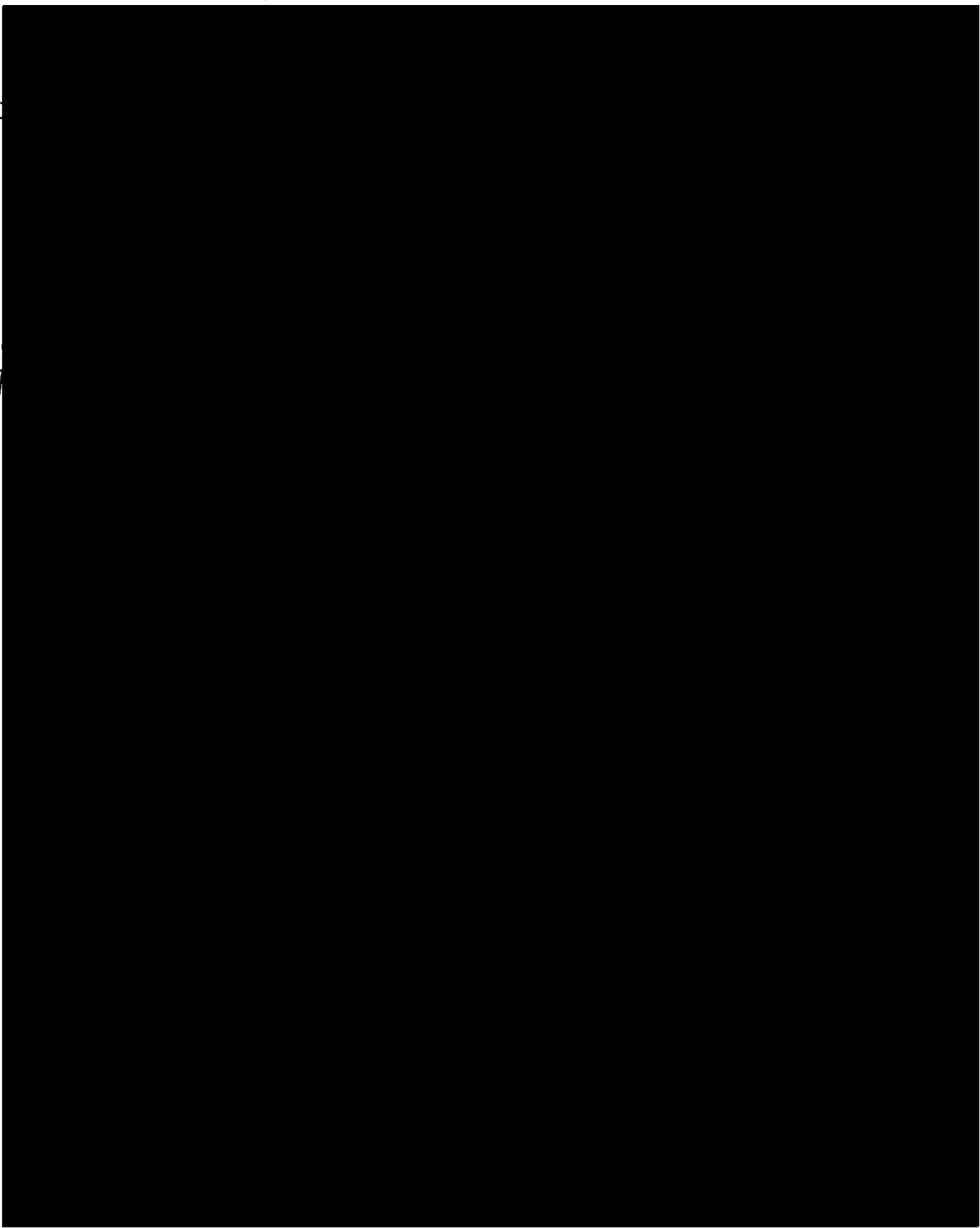
1. Term. The term of the Lease shall be for a period of 120 months beginning from 12 o'clock noon on the 1st day of NOV 2015 to 12 o'clock noon on the 31ST day of OCTOBER 2025 to be continuously used and occupied during the term of this Lease by Tenant. Tenant shall be allowed access to Premises on the 1ST day of NOVEMBER to remodel space for the operation of his retail business.

TD



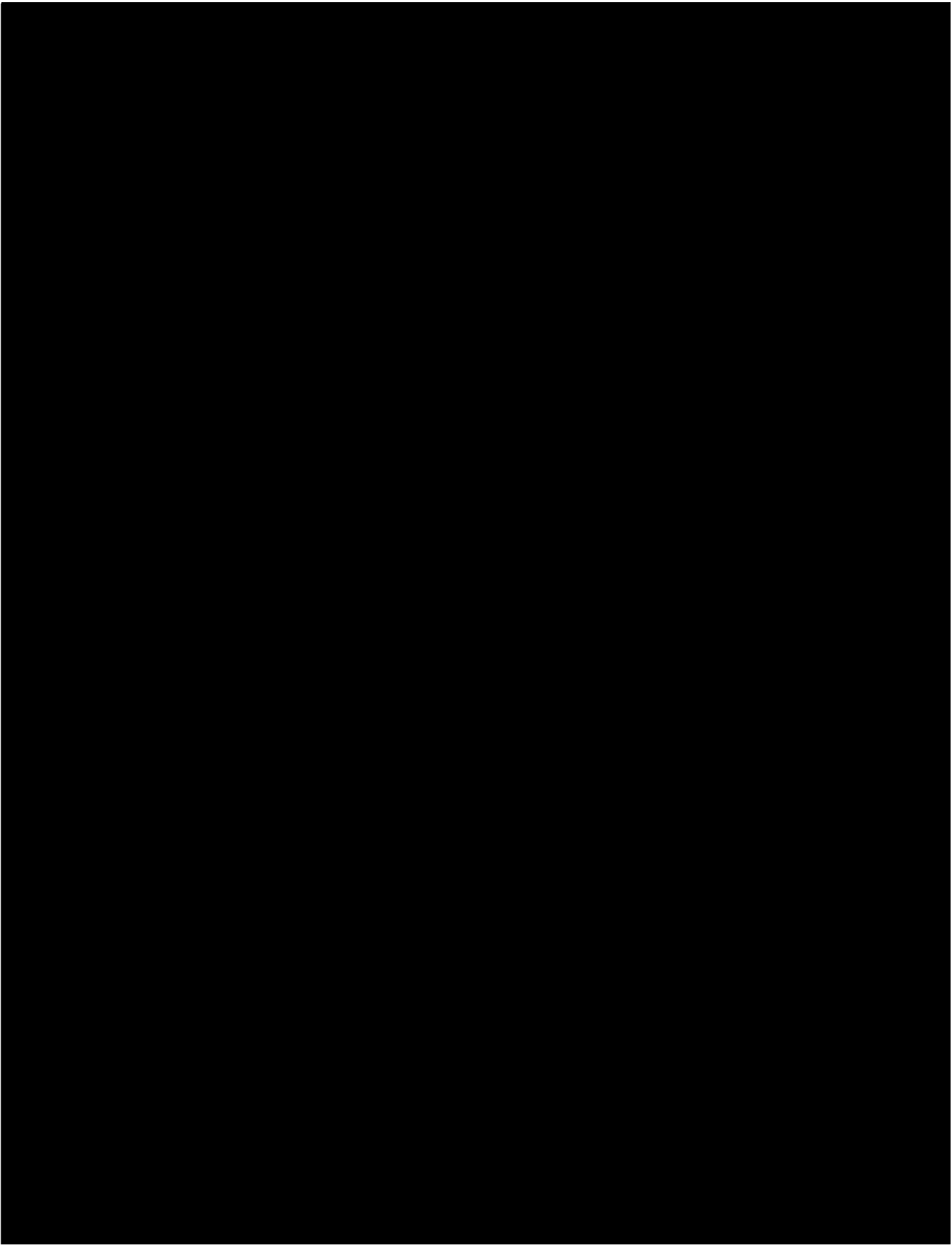


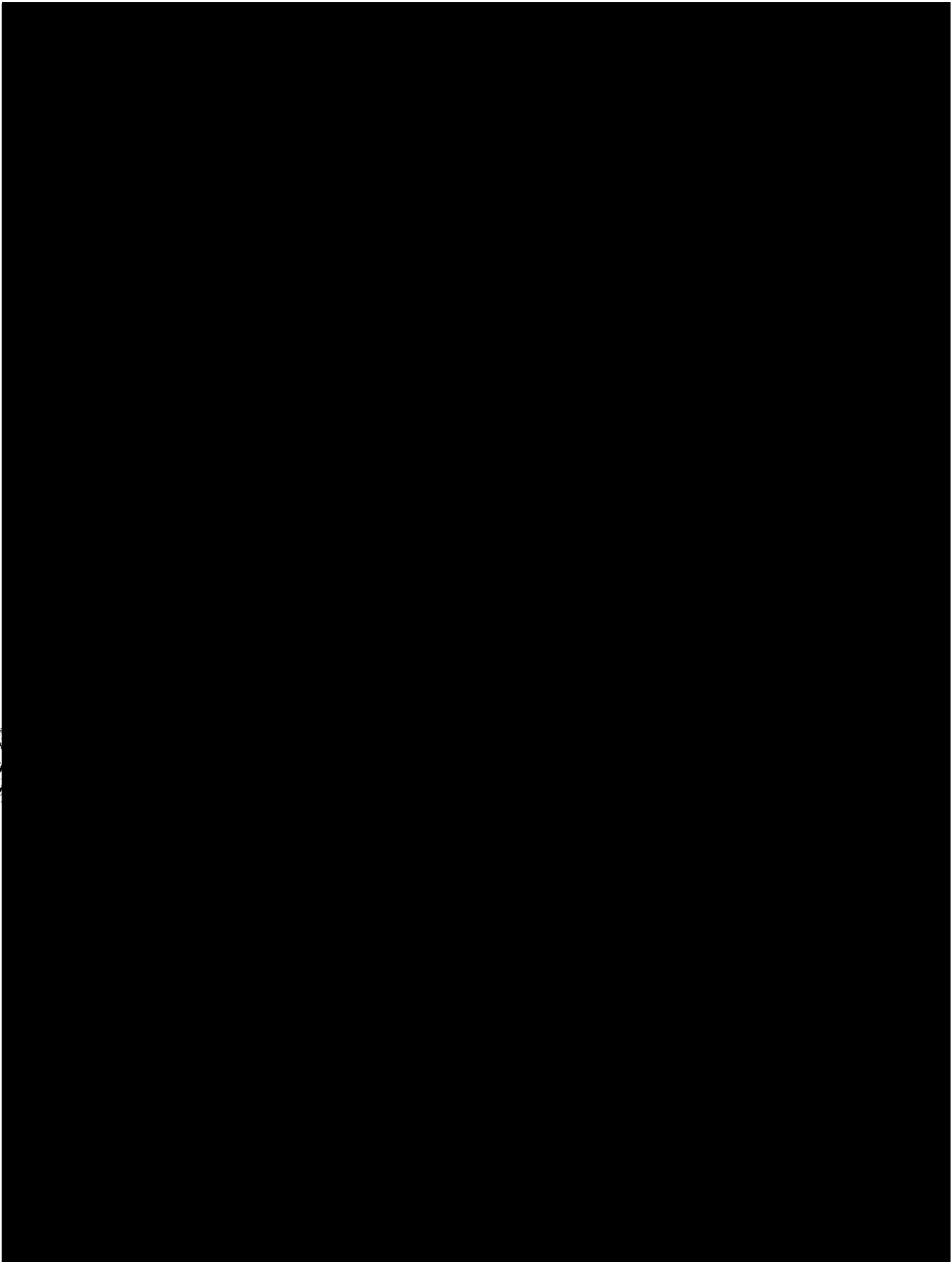
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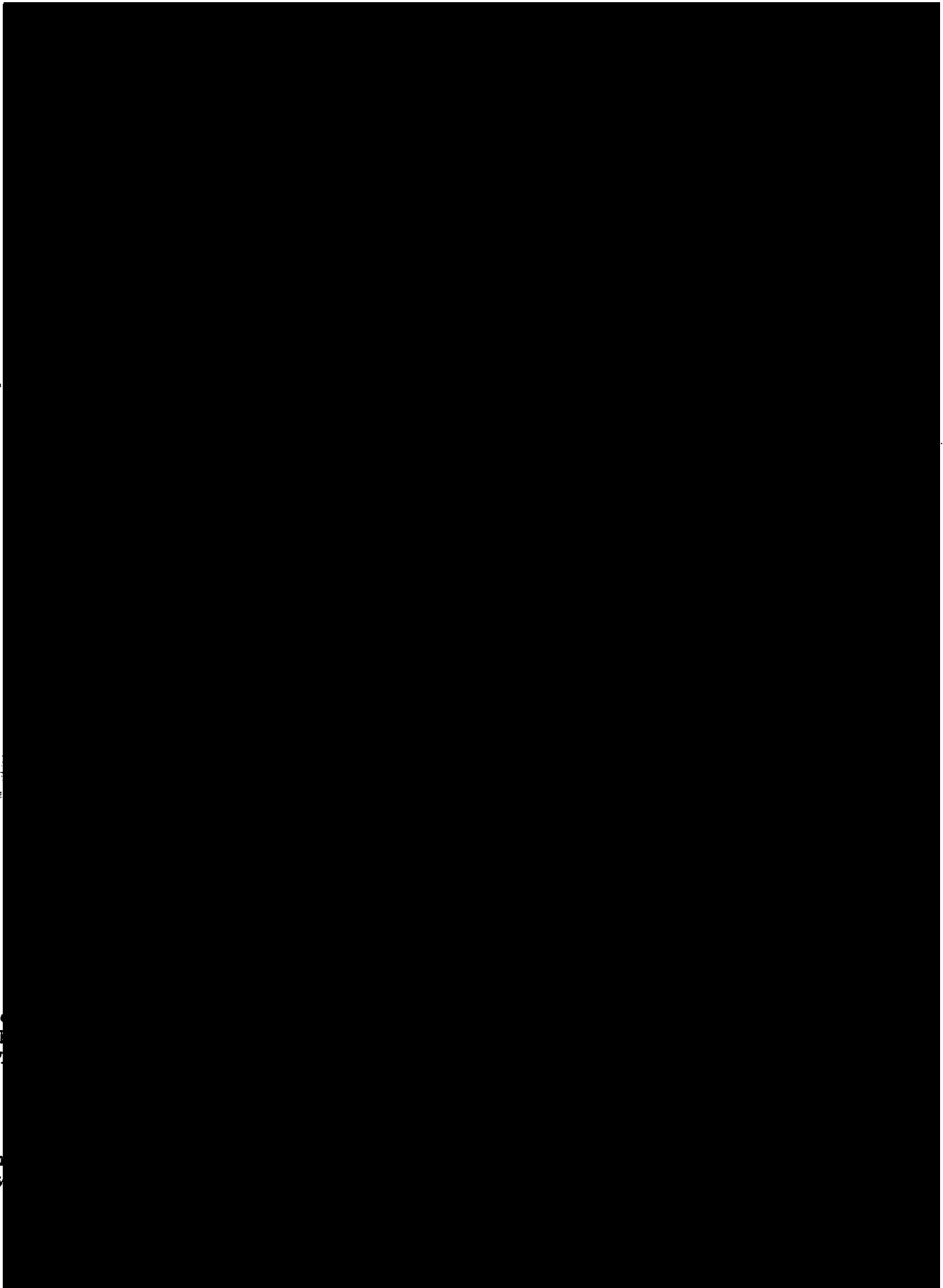


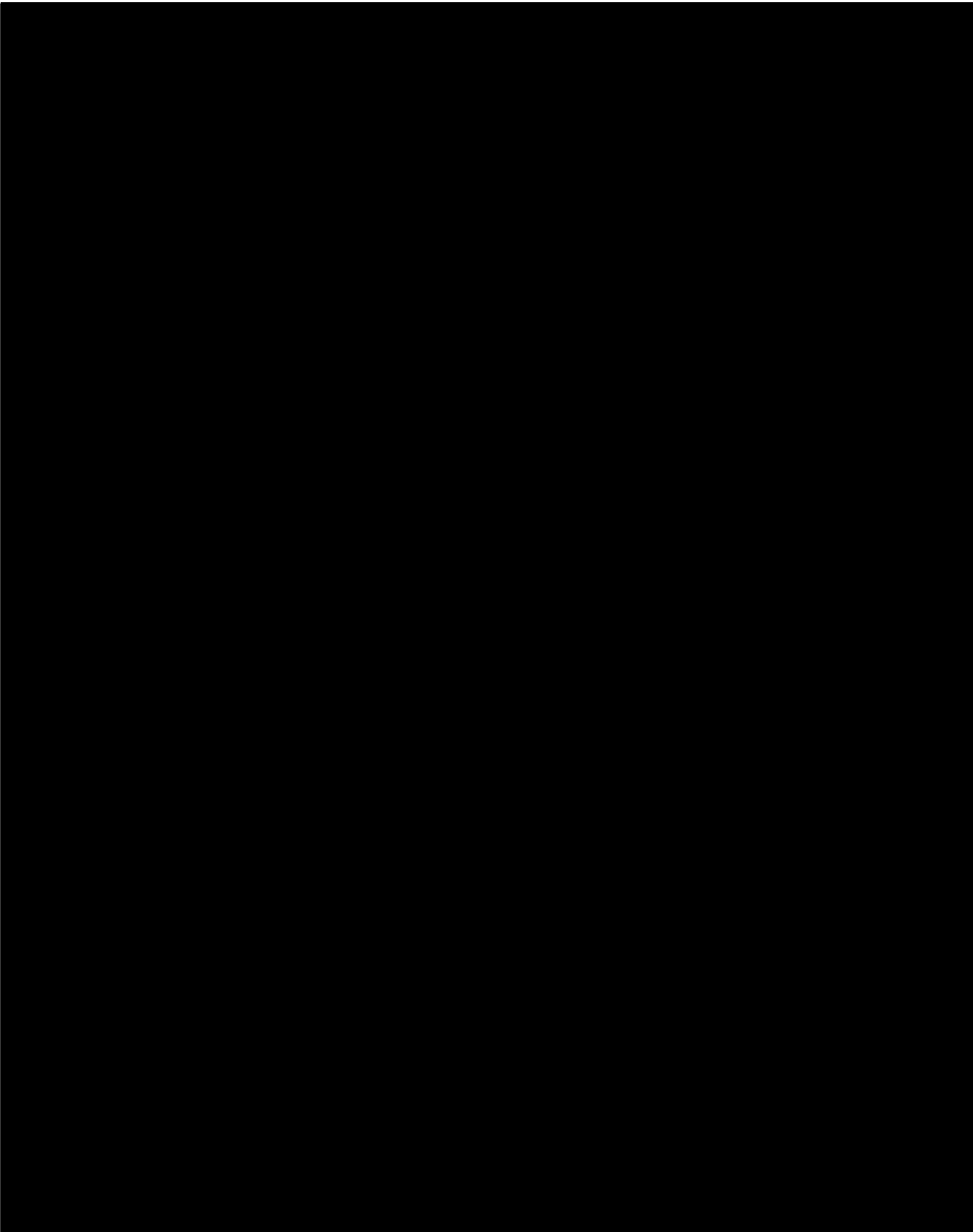
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2015 Executed in quadruplicate originals this 23rd day of SEPTEMBER

Landlord:

Tenant:

Roger E. Stevens

By: *[Signature]*
AGENT, Roger E. Stevens
(we)

By: _____

do hereby personally guarantee the performance of all rent, terms, conditions, duties, and obligations that are the Tenant's obligations due as part of the execution of this Lease and do hereby acknowledge that I (we) understand that I (we) can be pursued as an individual (s) for default in the performance of these obligations. This guarantee shall continue during all extensions, holdovers, subleases and assignments, and new leases by the same tenant or his assignee unless otherwise provided in a new lease, and the guarantors waive all notice of default or other notices of any kind.

12/15/0

12/15/0



2015. Executed in quadruplicate originals this 28th day of SEPTEMBER.

Landlord:

Roger E. Stevens

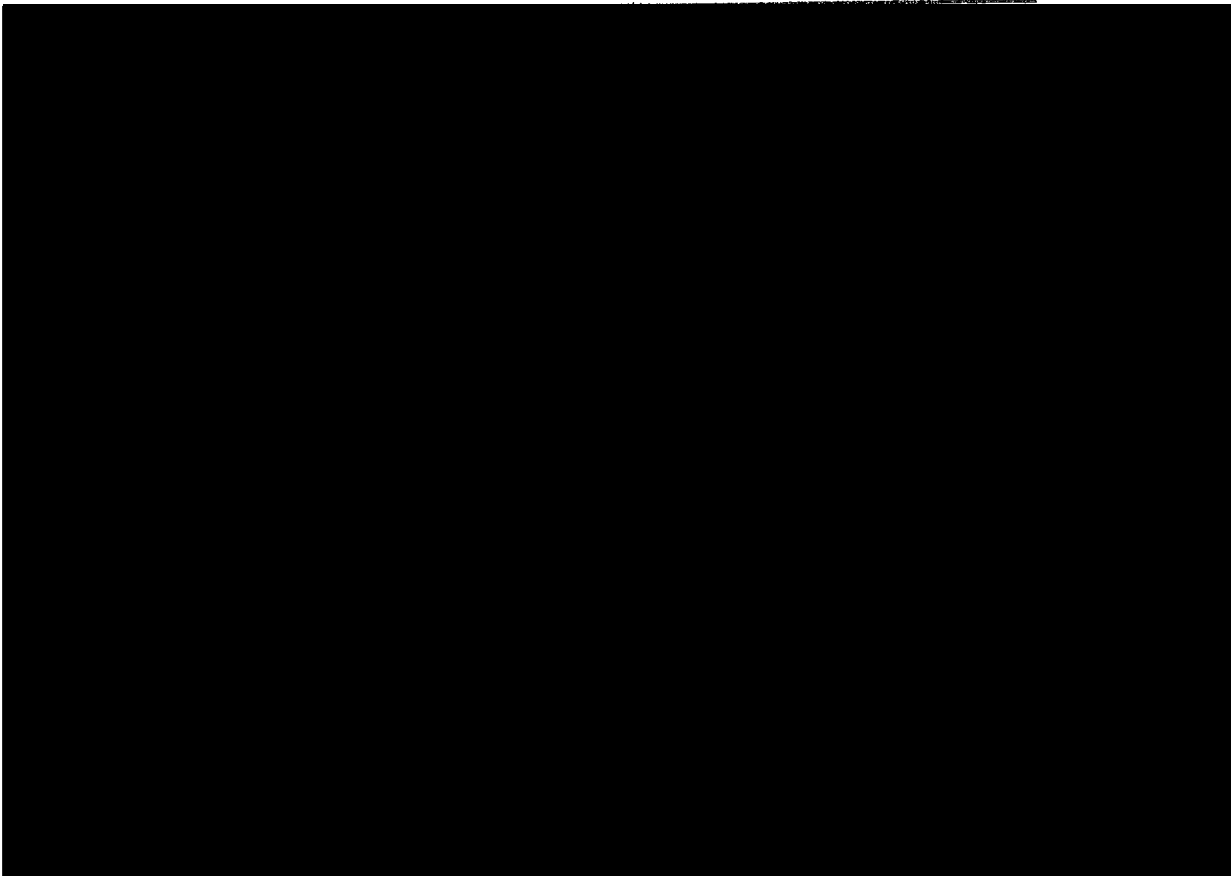
By: [Signature]
AGENT Roger E. Stevens

Tenant:

[Signature]

By: LISA TON

do hereby personally guarantee the performance of all rent, terms, conditions, duties, and obligations that are the Tenant's obligations due as part of the execution of this Lease and do hereby acknowledge that I (we) understand that I (we) can be pursued as an individual (s) for default in the performance of these obligations. This guarantee shall continue during all extensions, holdovers, subleases and assignments, and new leases by the same tenant or his assignee unless otherwise provided in a new lease, and the guarantors waive all notice of default or other notices of any kind.

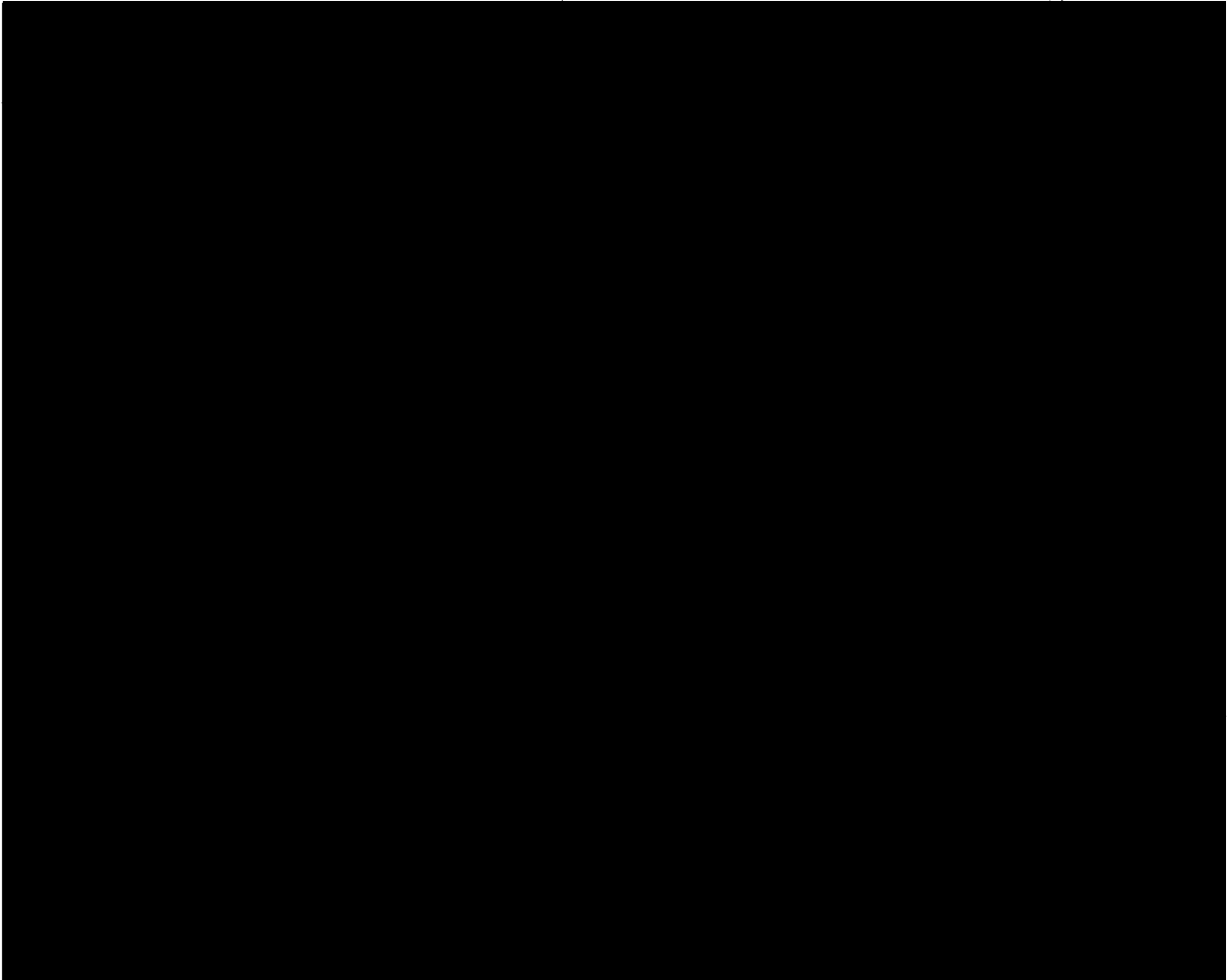


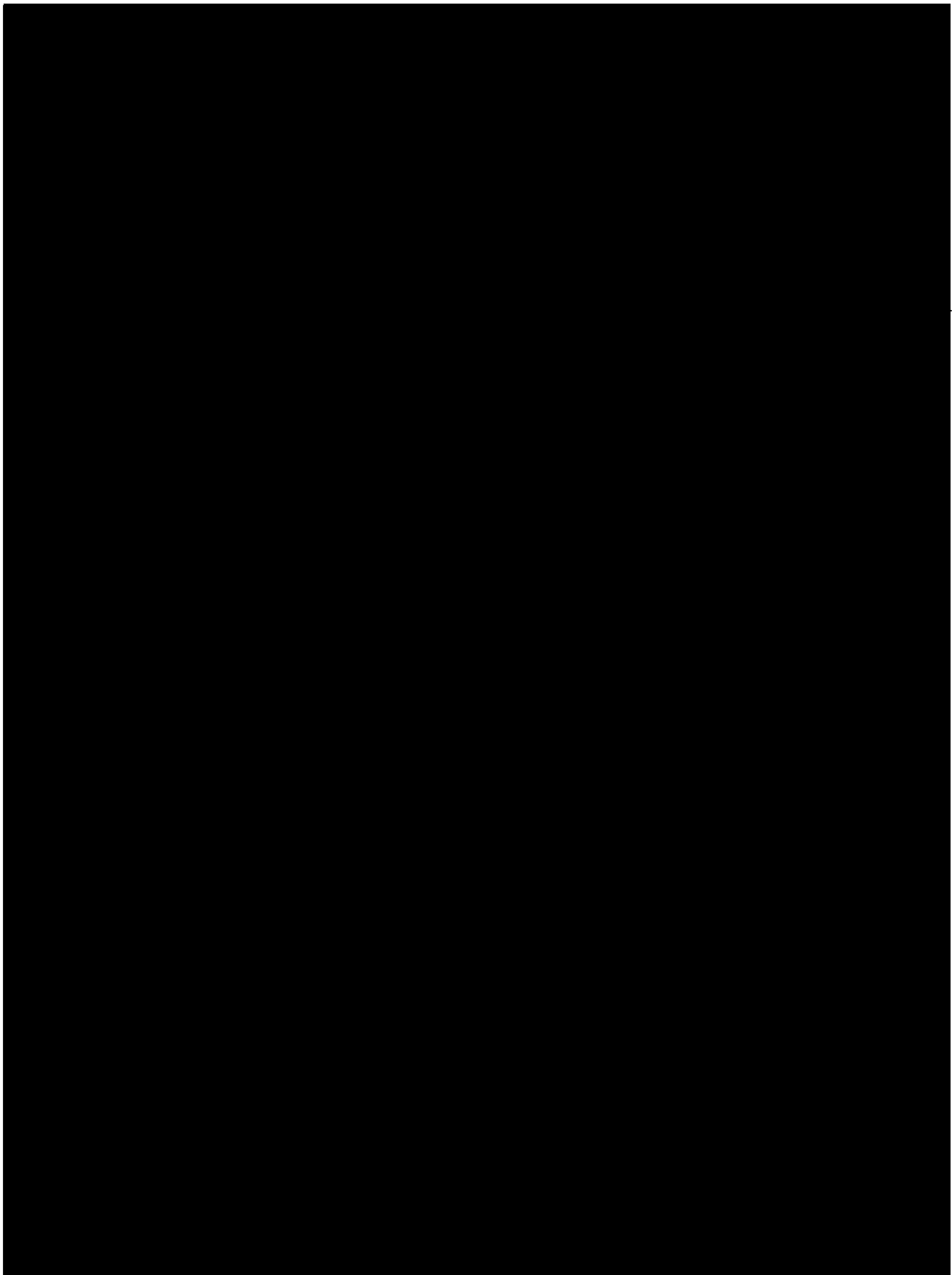
STEVENS BUILDING LEASE (Units 1, 2, 3 & 7 of 416 East Main Street, Frisco, CO)

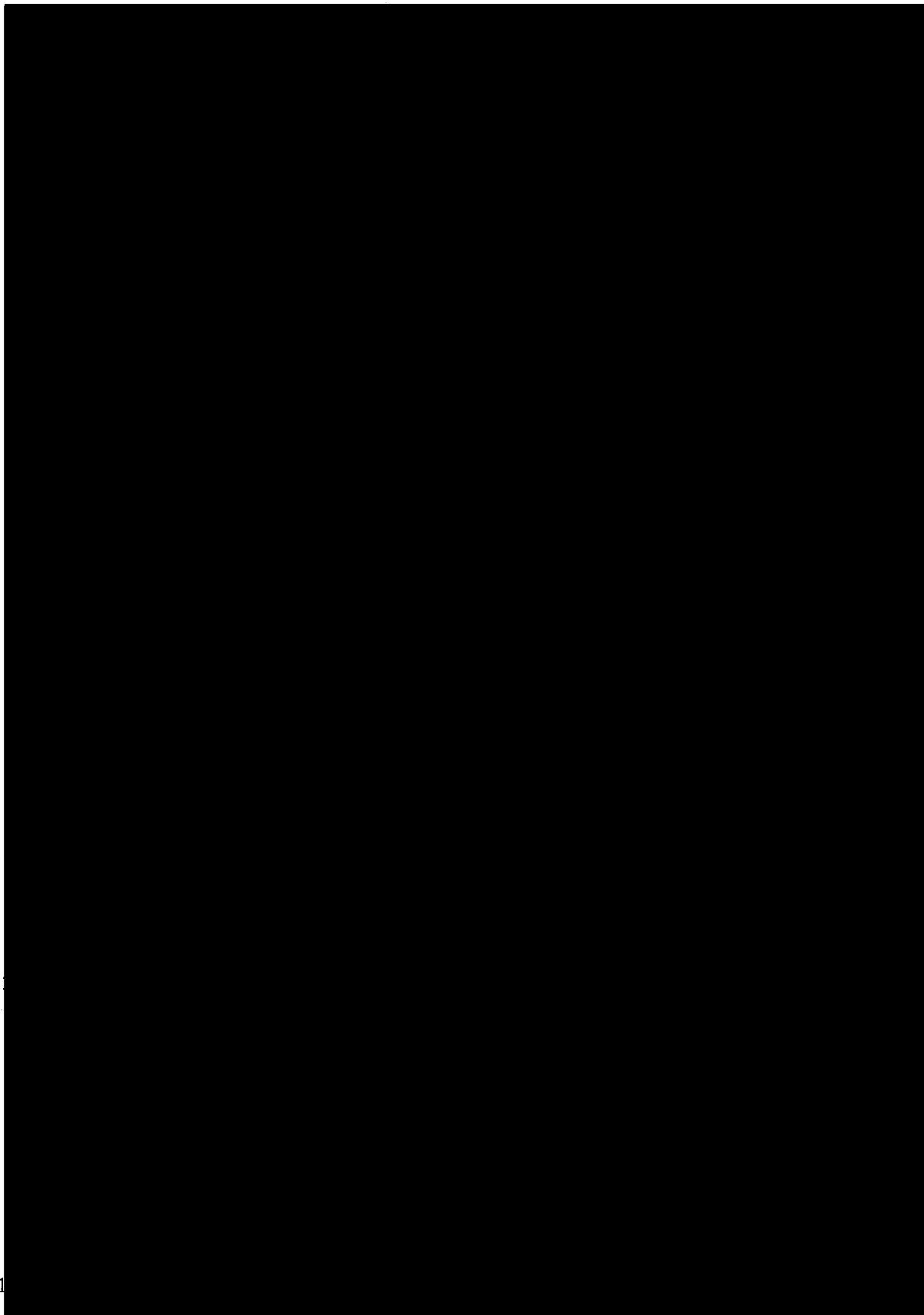
THIS LEASE, by and between The Roger E. Stevens Intervivos Trust with the address of PO Box 2140, Boulder, CO 80306 ("Landlord") and Lisa Ton, Member, Snowy Summit, LLC, a Colorado Limited Liability Company with the address of PO Box 5030, Frisco, CO 80443 ("Tenant"), witnesseth:

In consideration of the payment of rent and the performance of each of the covenants and agreements by Tenant hereinafter set forth, Landlord does hereby Lease unto Tenant the following described Premises, hereinafter called the "Premises" or "Demised Premises", located at the southwest corner of 5th and Main Streets in Frisco, CO, namely units 1, 2, 3 & 7 identified in Schedule 11.00275, Summit County Assessor, as part of Lot 1, Block 10, Frisco Town Sub, also known as 416 East Main Street, Frisco, Colorado.

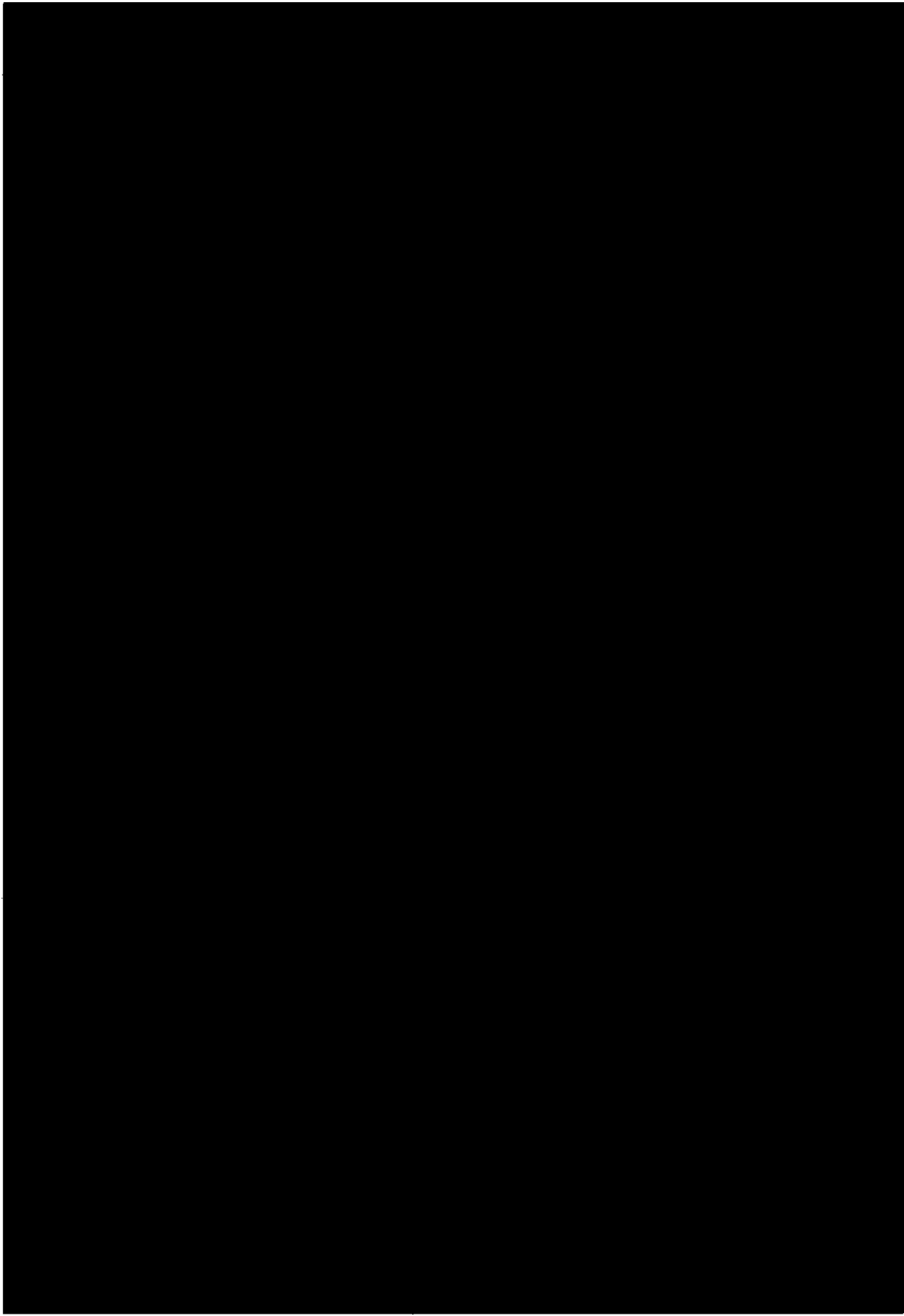
1. TERM. The term of the Lease shall be for a period of 60 months beginning from 12 o'clock noon on the 1st day of November, 2016 to 12 o'clock noon on the 31st day of October 2021 to be continuously used and occupied during the term of this Lease by Tenant.

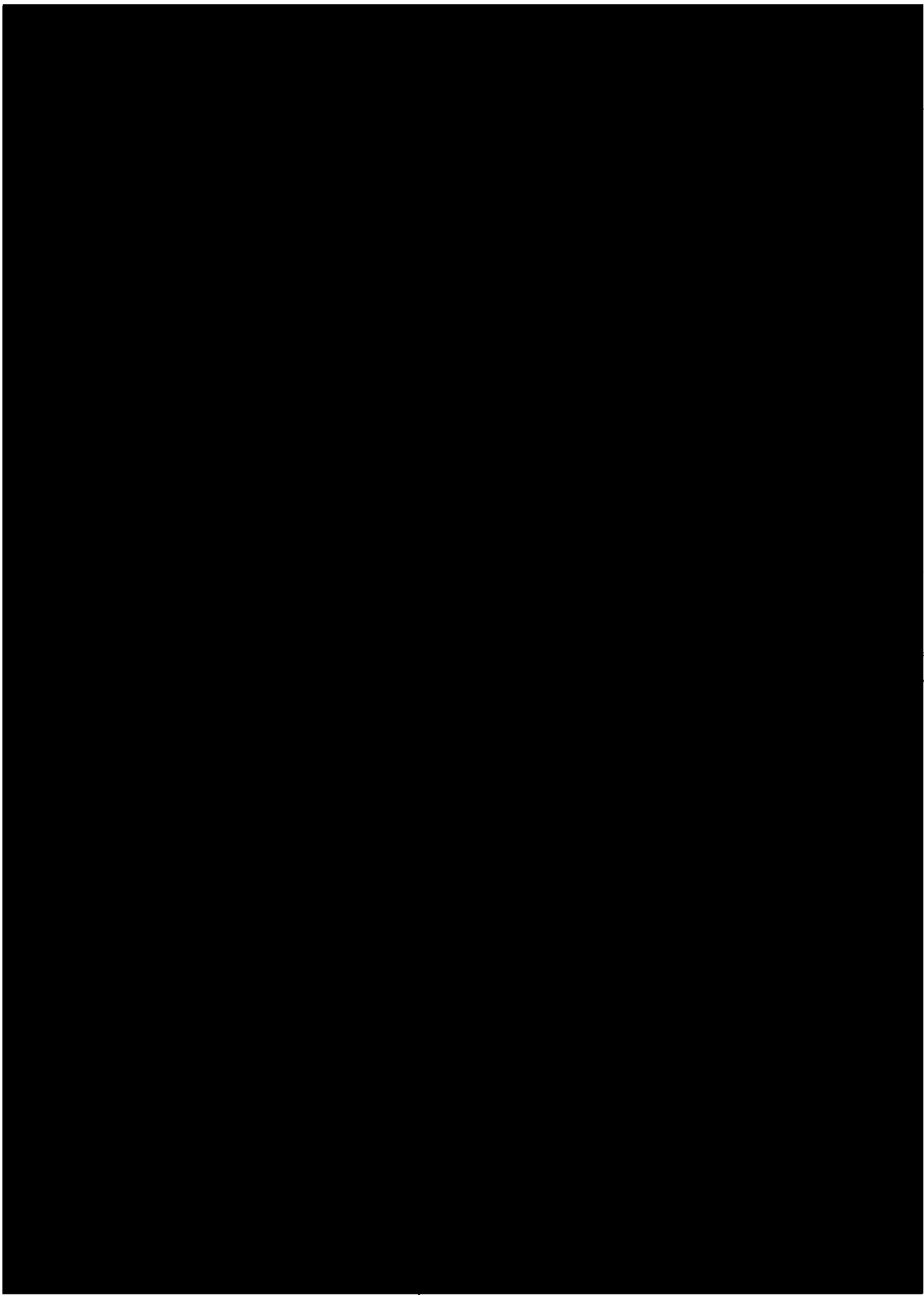


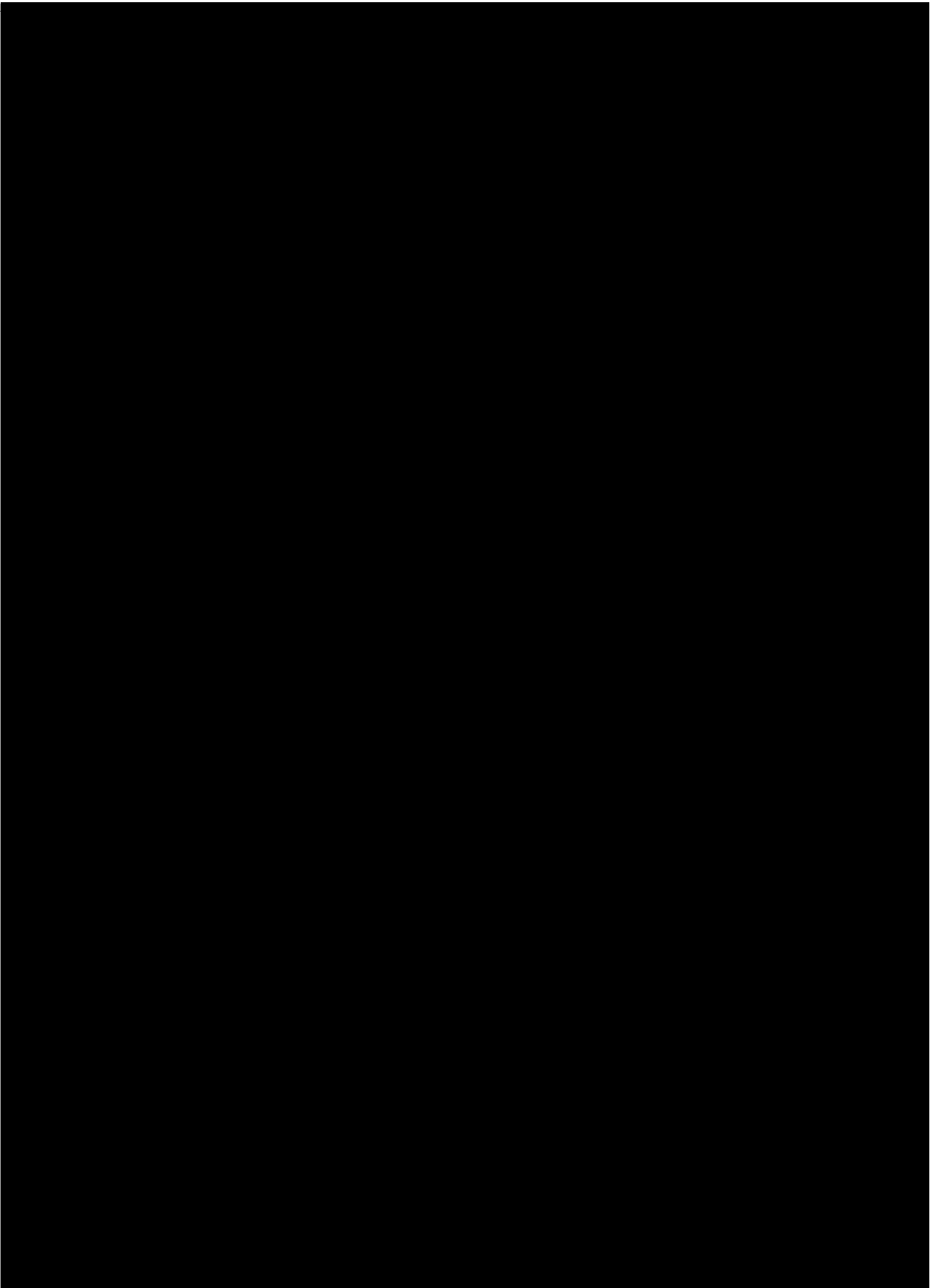


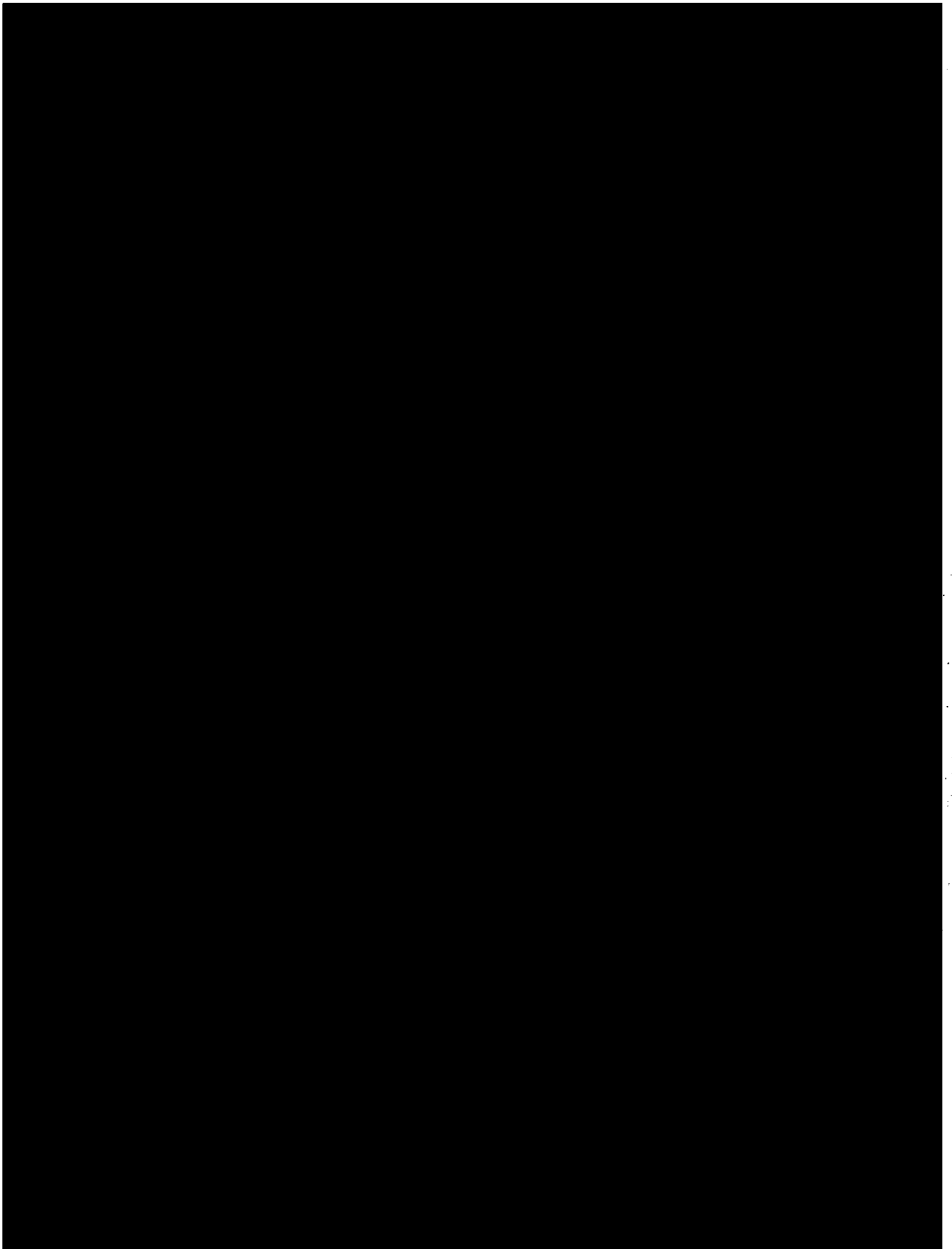


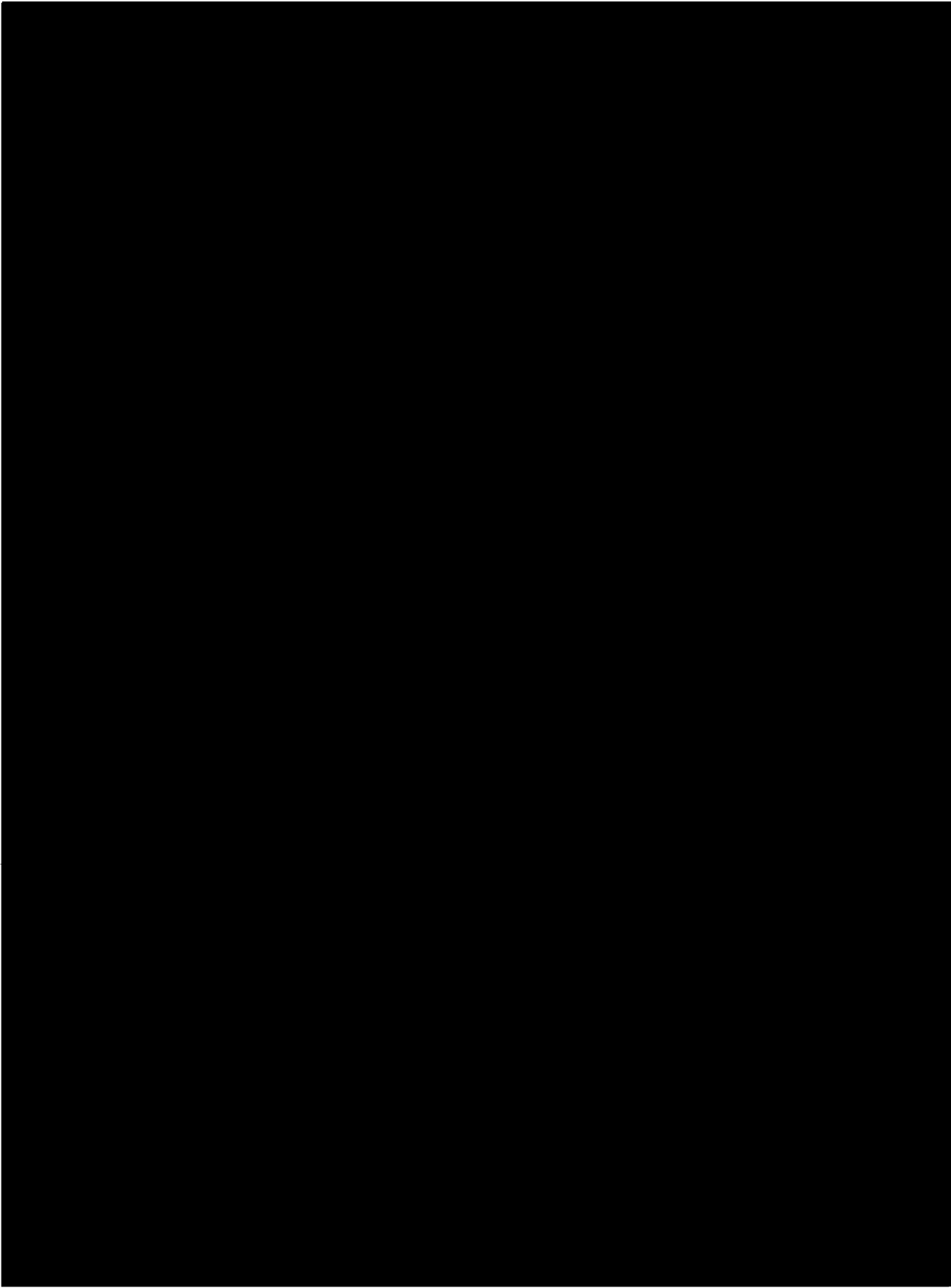
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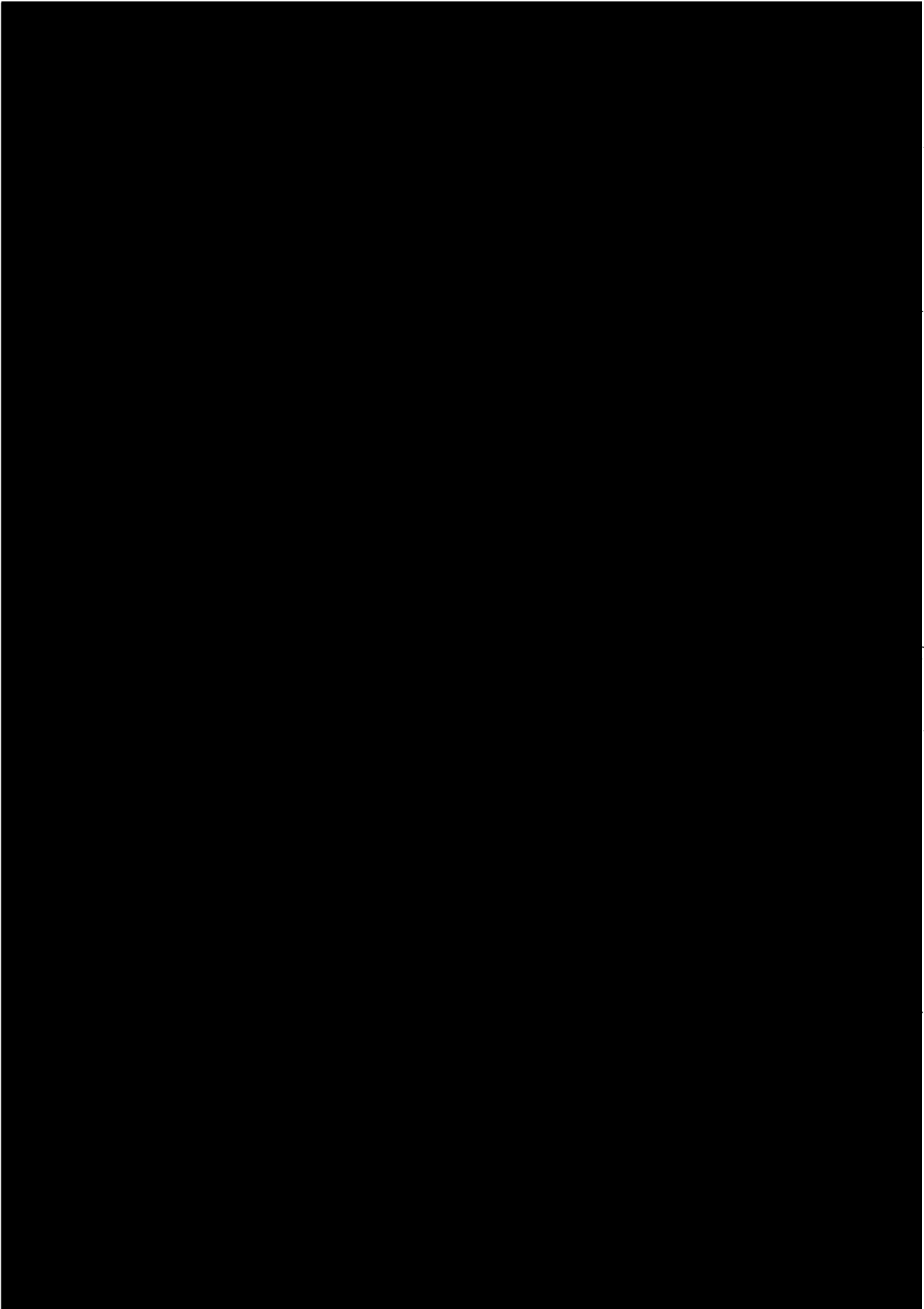


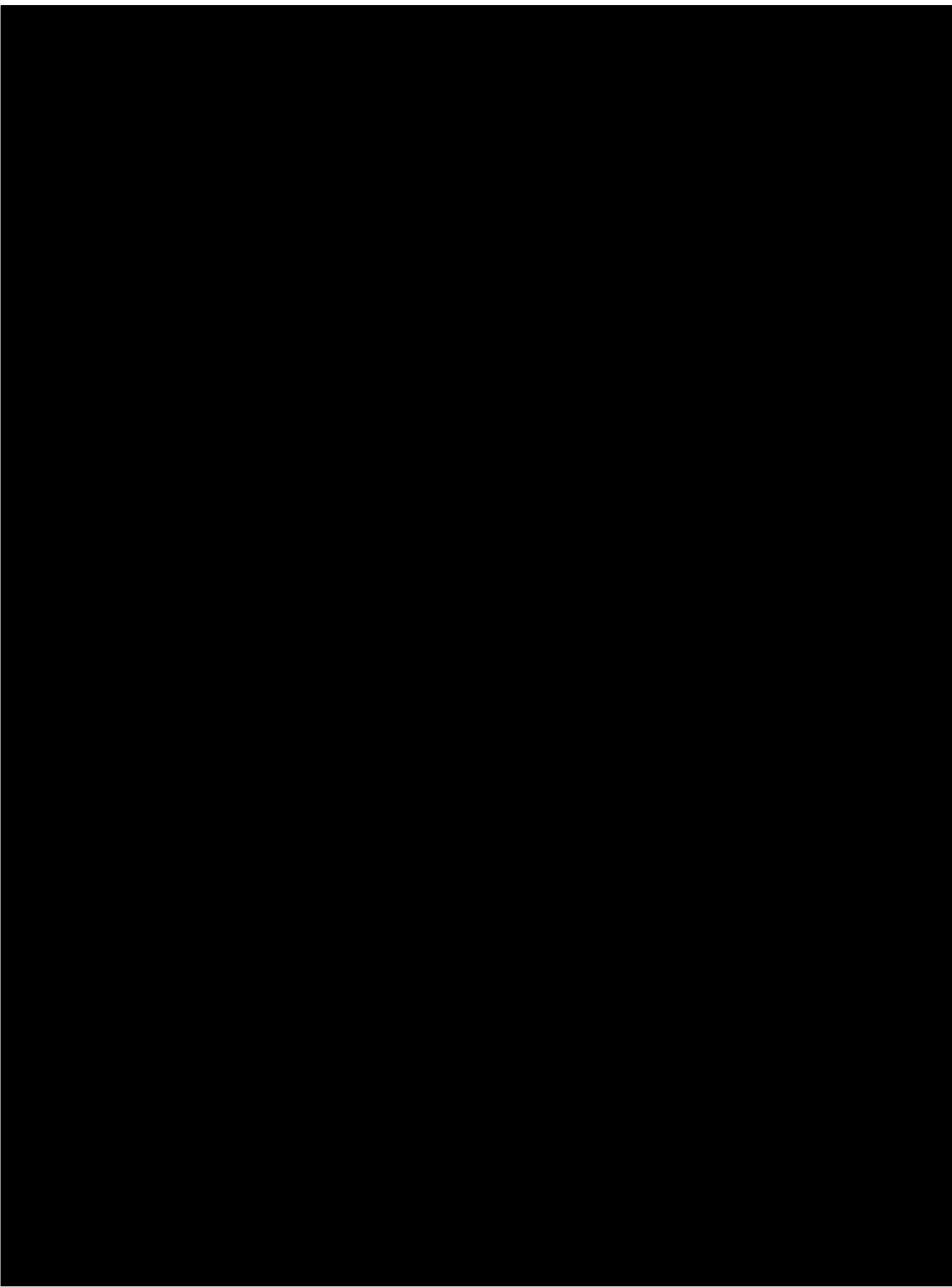


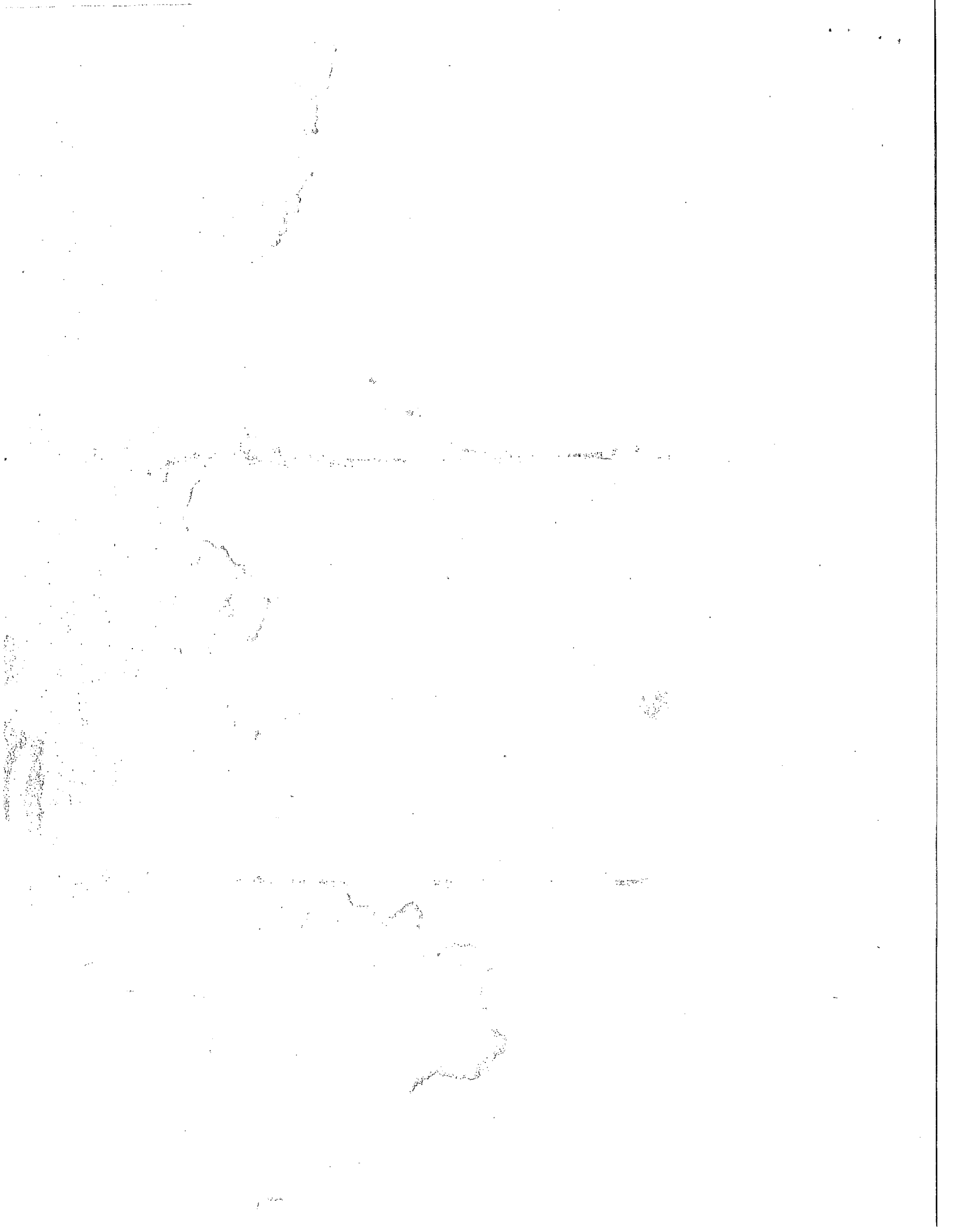




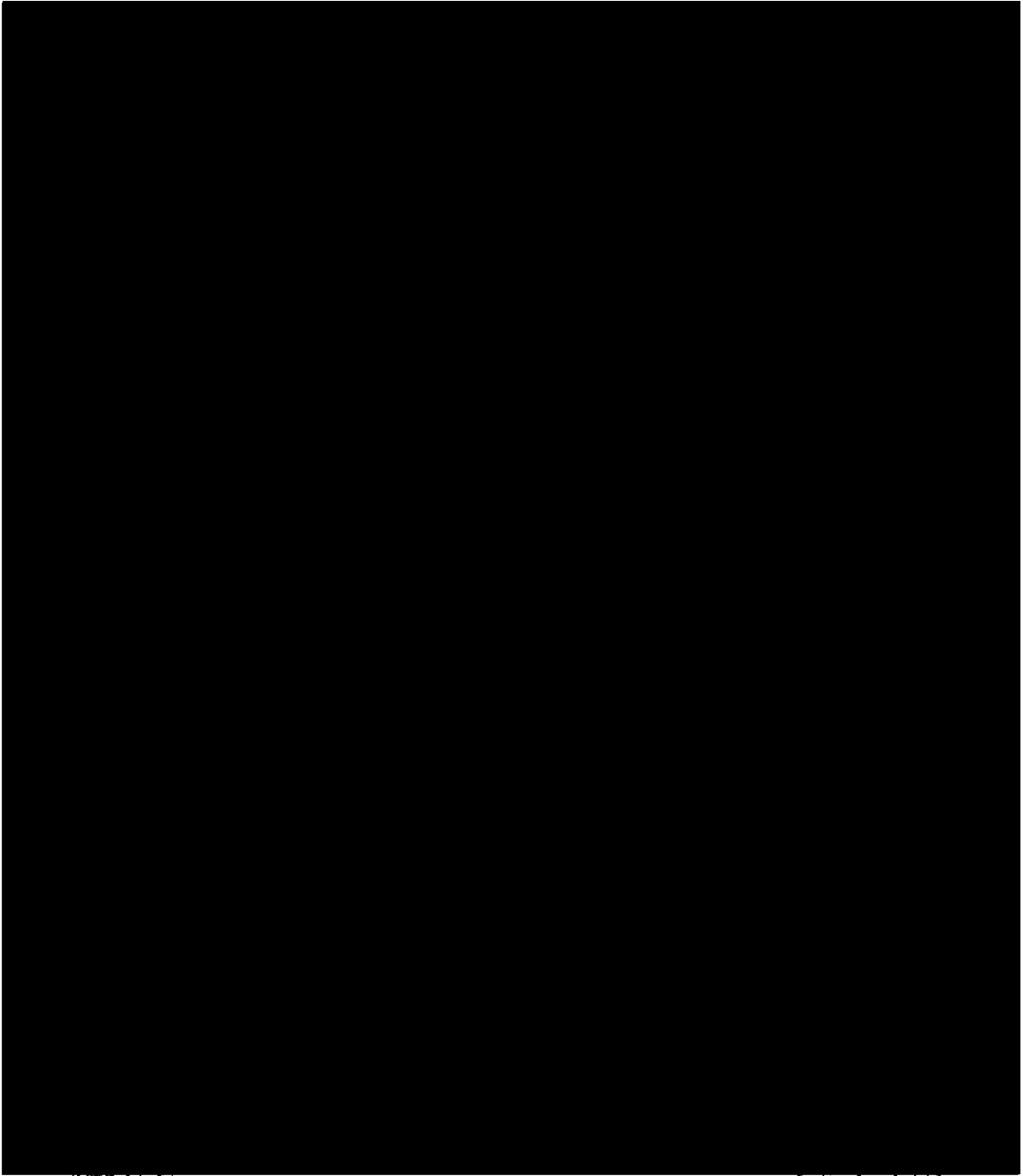


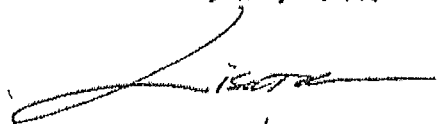


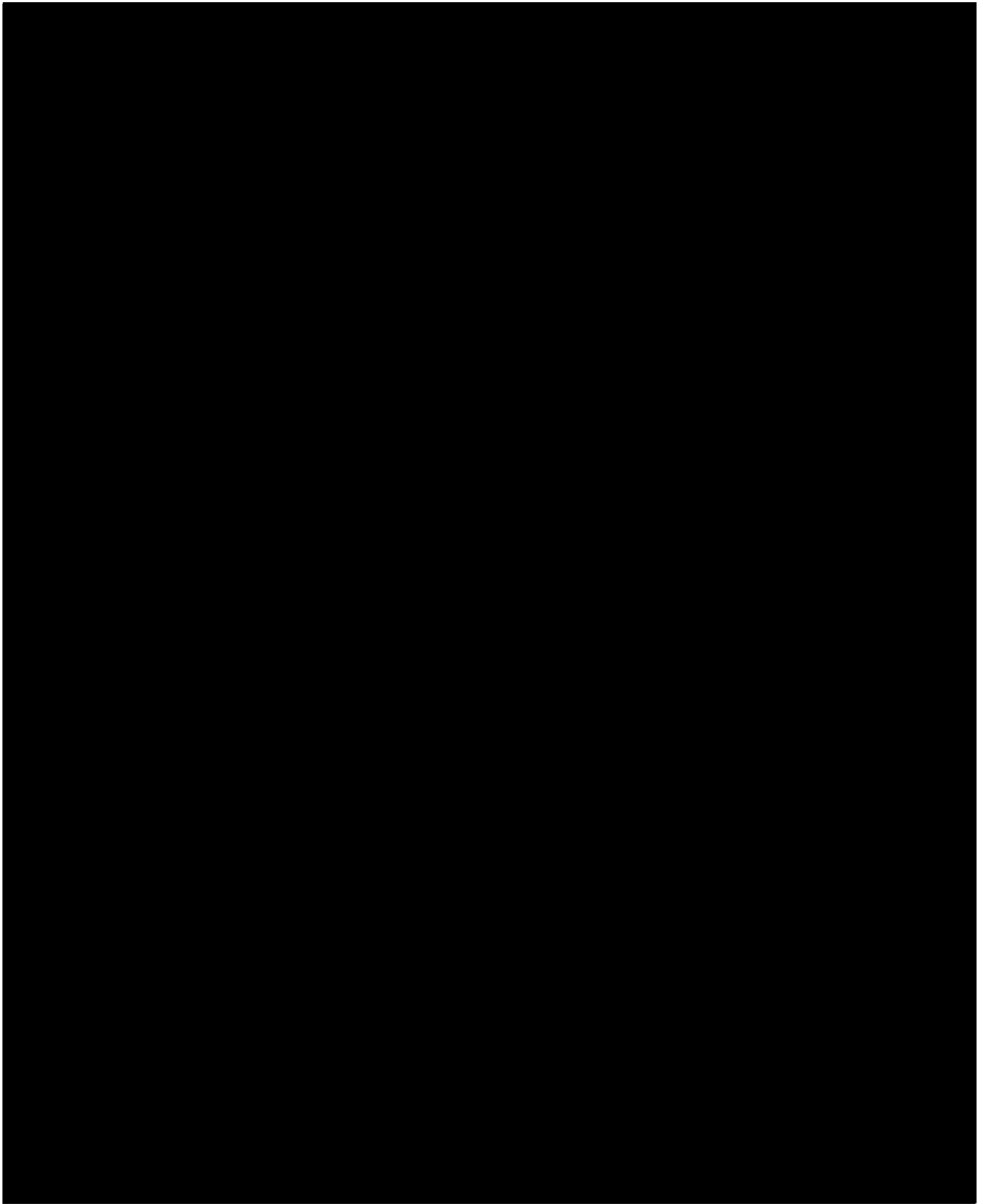




APPENDUM OF STEVENS PROPERTIES
LEASE
AND Lease Term




9/26/2015



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2025



Colorado Secretary of State
 Date and Time: 11/30/2018 12:57 PM
 ID Number: 20151633738

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

Document number: 20181939910
 Amount Paid: \$10.00

ABOVE SPACE FOR OFFICE USE ONLY

Periodic Report

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

ID number: 20151633738
 Entity name: Snowy Summit LLC

Jurisdiction under the law of which the
 entity was formed or registered: Colorado

1. Principal office street address: 416 East Main Street #1
(Street name and number)
Frisco CO 80443
(City) (State) (Postal/Zip Code)
United States
(Province - if applicable) (Country - if not US)

2. Principal office mailing address:
 (if different from above) PO Box 5030
(Street name and number or Post Office Box information)
Frisco CO 80443
(City) (State) (Postal/Zip Code)
United States
(Province - if applicable) (Country - if not US)

3. Registered agent name: (if an individual) Ton Lisa
(Last) (First) (Middle) (Suffix)
 or (if a business organization)

4. The person identified above as registered agent has consented to being so appointed.

5. Registered agent street address: 416 East Main Street #1
(Street name and number)
Frisco CO 80443
(City) (State) (Postal/Zip Code)

6. Registered agent mailing address:
 (if different from above) PO Box 5030
(Street name and number or Post Office Box information)
Frisco CO 80443
(City) (State) (Postal/Zip Code)
United States
(Province - if applicable) (Country - if not US)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Ton	Lisa		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
PO Box 5030			
<i>(Street name and number or Post Office Box information)</i>			
Frisco	CO	80443	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
United States			
<i>(Province – if applicable)</i>		<i>(Country – if not US)</i>	

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Snowy Summit LLC

is a

Limited Liability Company

formed or registered on 09/29/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151633738 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/16/2020 that have been posted, and by documents delivered to this office electronically through 04/17/2020 @ 17:40:14 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/17/2020 @ 17:40:14 in accordance with applicable law. This certificate is assigned Confirmation Number 12256876 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
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Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business SNOWY SUMMIT LLC		Home Phone Number 970-485-6969	Cellular Number 970-409-9016
2. Your Full Name (last, first, middle) LISA CHANTEL TON		3. List any other names you have used LUA TON, LUA NU NGOC TON	
4. Mailing address (if different from residence) P.O. BOX 652		Email Address INFO@THEFLYINGCRANE.COM	
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)			
Street and Number		City, State, Zip	
Current 253 BELFORD ST,		FRISCO, CO, 80443	
Previous 44 RYAN GULCH RD		SILVERTHORNE, CO 80498	
		From	To
		1/1/2015	Present
		1/1/2016	1/1/2015

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
THE FLYING CRANE	409 MAIN ST, FRISCO CO ⁸⁰⁴⁴³	owner	2005	2019
COLISCO	416 MAIN ST, FRISCO CO ⁸⁰⁴⁴³	owner	2016	2019

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.			
Name of Relative	Relationship to You	Position Held	Name of Licensee
N/A			

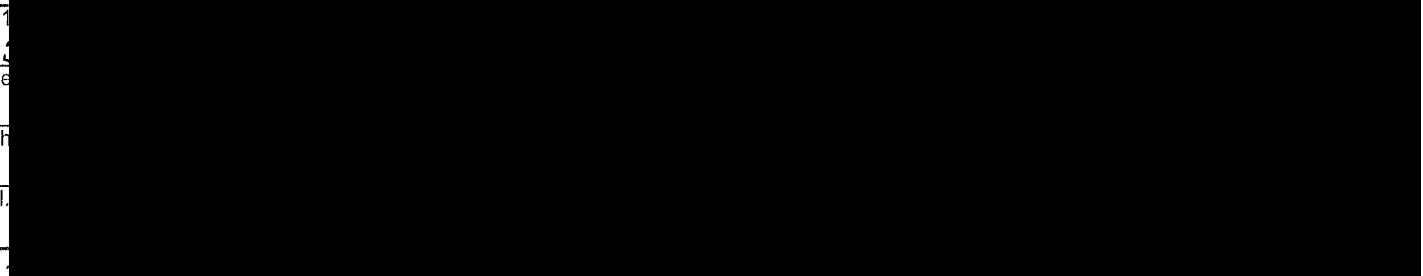
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.



- a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ _____
- b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____
- * If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
BUSINESS CHECKING			US BANK	

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature <i>Lisa Tonz</i>	Print Signature LISA TONZ	Title OWNER	Date 4/19/2019
--	------------------------------	----------------	-------------------



Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
 Date and Time: 09/29/2015 02:21 PM
 ID Number: 20151633738
 Document number: 20151633738
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Snowy Summit LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address **416 East Main Street #1**
(Street number and name)

Frisco **CO** **80443**
(City) (State) (ZIP/Postal Code)

United States
(Country)

(Province - if applicable)

Mailing address **PO Box 5030**
(leave blank if same as street address) (Street number and name or Post Office Box information)

Frisco **CO** **80443**
(City) (State) (ZIP/Postal Code)

United States
(Country)

(Province - if applicable)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name **Ton** **Lisa**
(if an individual) (Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address **416 East Main Street #1**
(Street number and name)

Frisco **CO** **80443**
(City) (State) (ZIP Code)

Mailing address **PO Box 5030**
(leave blank if same as street address) (Street number and name or Post Office Box information)

Frisco CO 80443
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name (if an individual) Ton Lisa
(Last) (First) (Middle) (Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

416 East Main Street #1

(Street number and name or Post Office Box information)

Po Box 5030

Frisco

CO

80443

(City)

(State)

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the
Statement of Trade Name

with Document # 20151633771 of
Colisco

(Entity ID # 20151633771)

filed by Snowy Summit LLC
consisting of 2 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/18/2019 that have been posted, and by documents delivered to this office electronically through 04/19/2019 @13:21:49.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/19/2019 @13:21:49 in accordance with applicable law. This certificate is assigned Confirmation Number 11524999



*****End of Certificate*****

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SIGNATURE	PRINTED NAME	BUSINESS NAME & PHYSICAL ADDRESS	BUSINESS OWNER, MANAGER, OR RESIDENT?	DATE SIGNED	YES	NO
	Rob Saldana	Greco's Pastoria	Manager	4-15-19	X	
	CRYSTAL MATTHEWS	214 Main	Resident	4-15-19	X	
	Zeke Hess	Trouts Fly Fishing	Zeke Hess	4/15/19	X	
	MAURA FLOURENY	REMAX POTS	RESIDENT	4/15/19	X	
	DELPHINE SCHAUER	REMAX POTS	resident	4/15/19	X	
	Rick Bueys	Hotel Fresco	employee	4/15/19	X	
	ZEPHNE UZALLAN	BUYER'S RESOURCE	office manager	4-15-19	X	
	JULIE THORNTON	JPOILS	Shopgal	4-15-19	X	
	Katie Paterson	JPOILS	shopgal	4-15-19	✓	
	John Zimmerman	Coldwell Banker	Business Owner	4/15/19	✓	
	Nick Freeman	Coldwell Banker	Marketing Director	4/15/19	✓	
	Viva Stappans	Coldwell Banker	Broker	4/15/19	✓	
	Sarah Schutte	Stifer Smith of Hampton	resident	4-15-19	✓	
	Julie Anne O'Neill	Foot Locker	Kelly Foote	4/15/19	✓	
	Azelea Bazer	Cool inside	manager	4-15-19	X	
	Cassandra Morales	US Bank	UB	4/15/19	✓	

PETITION TO THE TOWN OF FRISCO LIQUOR LICENSING AUTHORITY

I, the undersigned, am aware that an application for a Beef + Wine liquor license has been filed with the Town of Frisco Liquor Licensing Authority by Snowy Summit LLC d.b.a.: Calisco Wearables, and proposed to be located at 416 E. Main Street. I am at least 21 years of age and am a resident or owner or manager of a business located within the defined neighborhood boundaries of the proposed liquor establishment. I have indicated below whether I consider the granting of the above-mentioned liquor license to be desirable and necessary for the reasonable requirements of the neighborhood.

SIGNATURE	PRINTED NAME	BUSINESS NAME & PHYSICAL ADDRESS	BUSINESS OWNER, OR MANAGER, OR RESIDENT?	DATE SIGNED	YES	NO
	MATTHEW ZIESLER	FRISCO CO & BLOWN	MANAGER	4/15/19	X	
	JAMES KANE	COVINGTON	OWNER	4/15/19	X	
	Eric Wiono	Butterhorn	Manager	4/15/19	X	
	AUSTIN DREHER	Butterhorn Bakery	Manager	4/15/19	X	
	DAN JOHNSON	Johnson Congruentia	OWNER	4/15/19	X	
	Bryan Wenzel	5th Ave Grille	Manager	4/15/19	X	
	Johnny Webb	5th Ave Grille	Resident	4-15-19	X	
	Scott Crawford	" "	owner	4-15-19	X	
	Isabella Rein	214 5th Ave	Resident	4-15-19	X	
	STEVE BURAS	High City Dogs	Sq	4-15-19	X	
	SHAJ, THERESA	" "	Business	4-15-19	X	
	Jace, Walter	Bread + Salt	Business	4-15-19	X	
	Kristin Keller	Frisco Lodge	Manager	4/15/19	X	
	Tyler Truscetti	Greco Pastaria	resident	4/15/19	X	



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE, PUBLIC WORKS DIRECTOR
RE: RESOLUTION 20-14, CONTRACT AWARD TO COLUMBINE HILLS CONCRETE, INC.
FOR PHASE THREE OF THE ALLEY PAVING PROJECT
DATE: APRIL 28, 2020

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

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

Staff Analysis: Pursuant to Chapter 9 of the Town Code a Request for Proposals was produced and publicized in mid-January 2020 with a due date of February 7, 2020. Three bids were received by the deadline; they are listed below:

Columbine Hills Concrete, Inc.	= \$135,299.00
Straight Line Sawcutting, Inc.	= \$248,241.84
GM Asphalt, Inc	= \$206,684.00

After staff review of all bids it is our recommendation to accept the proposal from Columbine Hills Concrete, Inc and enter into a contract for a cost not to exceed \$135,299.00.

Financial Impact: Passage of the recommended motion to award this contract will result in a total cost of \$135,299.00. The amount budgeted in the 2020 budget for this project is \$230,000 from the Capital Improvement Fund, Alley Paving (20-2000-5087). This purchase will leave a balance of \$94,701 in this budget line item.

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

Alignment with Strategic Plan: Completion of this project aligns with the Quality Core Services and the Sustainable Environment sections of the Strategic Plan by paving two currently dirt alleys. By paving these alleys, we will reduce the maintenance required on these well-traveled sections, eliminate dust issues and discontinue the use of mag-chloride for dust control, thus eliminating a source pollution to the waterways of Frisco.

Recommendation: Based on the information contained in this report, it is recommended the Town Council make a motion to adopt the attached Resolution, 20-14 "A RESOLUTION FOR THE AWARD OF CONTRACT FOR THE CONSTRUCTION OF PHASE THREE OF THE ALLEY PAVING PROJECT TO COLUMBINE HILLS CONCRETE, INC. OF SILVERTHORNE, COLORADO.

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

Jeff Goble, Public Works Director - Approved

Bonnie Moinet, Finance Director - Approved

Nancy Kerry, Town Manager

INVITATION TO BID

Notice is hereby given that the Town of Frisco (the "Town") will receive sealed bids for the 3rd Phase of the Towns Alley Paving Project until, February 7th, 2020, at 2:00 p.m.

The specifications for the construction of the 3rd Phase Alley Plans are currently available from The Town's Public Works Department offices at 102 School Road, Frisco CO 80443. Each bidder may obtain one set of specifications.

The Town reserves the right to reject any and all bids, and to make final determination in the event of duplications.

No bid may be withdrawn for a period of sixty (60) days after the date set for opening thereof.

There will be an optional pre-bid meeting on NA, _____, _____, 20____ at ____ a.m./p.m. The meeting will be conducted at _____, Frisco, CO 80443.

Colorado labor shall be employed to perform the work for which bids are requested herein to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on such work, pursuant to C.R.S. § 8-17-101.

[The Town requires that a certified or cashier's check be deposited or that a corporate surety bond in the amount of five percent (5%) of the total bid amount be provided before the Town can accept or consider any bid.] The bid **[and the deposit or bond]** shall be filed with the Town Clerk, securely sealed and endorsed on the outside with a brief statement as to the nature of the item or work for which the bid is provided. **[Upon a bid award, such deposit or bond shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, the deposit or bid bond will be returned upon receipt of the required payment and performance bonds, each in the full amount of the contract price.]**

Bids will be opened publicly at 2 a.m./p.m. on February,7th, 2020, at 102 School Road, Frisco, CO 80443, and shall be tabulated by the Town.

Any questions regarding the project should be directed to Addison Canino, Project Manager, at (970) 668-9150 extension, or at the following e-mail address:addisonc@townoffrisco.com

Bid results are usually available one hour after bid opening by calling (970) 668-9150 extension _____.

/s/ Deborah Wohlmuth, CMC
Town Clerk

DATE OF PUBLICATION:

PUBLISHED IN:

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this 14th day of August, 2018, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation with an address of 1 Main Street, Frisco, CO 80443 (the "Town"), and Columbine Hills Concrete INC, a Colorado Corporation ("Contractor") (collectively the "Parties").

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

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

Earth work and Paving of the 2nd Avenue Alley from 2nd Ave. to 3rd Ave. and the Pine Drive B alley from 2nd Ave. to 3rd Ave.

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

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

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

3. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Project, an amount not to exceed **ONE HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED NINETY NINE DOLLARS (\$135,299.00)** (the "Contract Price"). The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The Town has appropriated funds equal to or in excess of the Contract Price.

4. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Summit County, Colorado.

5. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

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

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

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

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

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

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

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

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

12. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

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

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

TOWN OF FRISCO, COLORADO

_____, Mayor

ATTEST:

_____,
Town Clerk

CONTRACTOR

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A TO CONSTRUCTION AGREEMENT

GENERAL CONDITIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

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

1.02 CHANGE ORDER:

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

1.03 CONTRACT:

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

1.04 CONTRACT PRICE:

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

1.05 CONTRACT TIME:

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

1.06 DAY:

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

1.07 FINAL COMPLETION:

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

1.08 PROJECT:

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

1.09 PROJECT MANAGER:

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

1.10 SUBCONTRACTOR:

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

1.11 SUBSTANTIAL COMPLETION:

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

1.12 TOWN

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

1.13 WORK:

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

PART 2. TIME

2.01 TIME OF THE ESSENCE:

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

2.02 FINAL ACCEPTANCE:

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

2.03 CHANGES IN THE WORK:

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

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

2.07 DELAYS:

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

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

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

2.08 NO DAMAGES FOR DELAY:

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

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

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

3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:

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

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

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

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

3.03 FURNISHING OF LABOR AND MATERIALS:

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

3.04 EMPLOYEES AND SAFETY:

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

3.05 CLEANUP:

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

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

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

3.07 TAXES, LICENSES AND PERMITS:

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

3.08 SAMPLES AND SHOP DRAWINGS:

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

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

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

3.10 SUBCONTRACTORS:

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

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

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

3.11 CORRECTIVE WORK:

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

3.12 OTHER CONTRACTS:

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

3.13 COMMUNICATION:

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

PART 4. TERMINATION

4.01 LABOR DISPUTES:

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

4.02 DEFAULT:

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

PART 5. WARRANTIES:

5.01 WARRANTY OR FITNESS OF EQUIPMENT AND MATERIALS:

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

5.02 GENERAL WARRANTY:

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

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

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

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

6.02 NOTICE OF CLAIM:

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

6.03 INSURANCE:

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

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

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of Work under the Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. "All Risk" Builder's Risk insurance in a form acceptable to the TOWN upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall

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

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy of insurance required by this Section 6.03.

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

6.04 PERFORMANCE AND PAYMENT BONDS:

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

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

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

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

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

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

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

7.02 FINAL PAYMENT:

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

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

7.03 LIQUIDATED DAMAGES:

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

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

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

7.04 ORAL AGREEMENTS PROHIBITED:

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

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

7.05 ITEMS NOT INCLUDED IN BID:

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

7.06 CHANGES IN QUANTITY:

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

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

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

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

7.07 BID PRICE ADJUSTMENTS:

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

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

7.08 ELIMINATED ITEMS:

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

7.09 MATERIALS STORED BUT NOT INCORPORATED:

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

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

7.10 COST RECORDS:

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

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

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

8.02 CONFIDENTIALITY:

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

8.03 INDEPENDENT CONTRACTOR:

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

8.04 CONFLICTS:

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

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

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

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

(Firm) _____

(Address) _____

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

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

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

Otherwise the Principal and Surety shall have the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Additional legal, design professional and delay costs resulting from

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

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

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

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

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

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

PRINCIPAL: _____

SURETY: _____

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

9. Definitions.

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

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

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

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

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

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

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

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

(Firm) _____

(Address) _____

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

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

PROVIDED, FURTHER,

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

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

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

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

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

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

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

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

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

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

3.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

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

PRINCIPAL: _____

SURETY: _____

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

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

12. Definitions.

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

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

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

ATTEST:

By: _____

Title: _____

PRINCIPAL

By: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

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

NOTICE OF AWARD

Date: April 28, 2020

Scott Downen
Columbine Hills Concrete LLC.
PO Box 2369
Silverthorne, CO 80498

Re: Town of Frisco, Alley Paving Project, Phase

Dear Mr. Downen:

Thank you for submitting a bid for the Town of Frisco's Alley Paving Project, Phase 3.

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for the contract amount of \$135,299.00 for the above mentioned project.

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

Upon receipt of the fully executed copy of the Construction Agreement, as well as all bonding and insurance documents the Town will send you a Notice to Proceed.

Should you have any questions, please call me at (970) 668-9150.

Sincerely,

Addison Canino
Assistant Public Works Director
Town of Frisco

NOTICE TO PROCEED

Date:

Re: _____

Dear _____:

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

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

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

Sincerely,

Title: _____

COLORADO BID BOND

BOND NO.
AMOUNT OF BOND: \$

KNOW ALL MEN BY THESE PRESENTS, that _____,
hereinafter called the PRINCIPAL, and _____, a corporation
duly organized under the laws of the State of _____, having its principal place
of business at _____ in the State of
_____, and authorized to do business in the State of Colorado, as SURETY, are
held and firmly bound unto the Town of Frisco, hereinafter called the OBLIGEE, in the sum of
_____ DOLLARS (\$ _____), for the payment of
which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents as follows:

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his Bid for:

(Describe project)

said Bid, by this reference thereto being hereby made a part hereof; and

WHEREAS, the OBLIGEE has required as a condition for receiving said Bid that the
PRINCIPAL furnish the OBLIGEE with security as provided herein;

NOW, THEREFORE, if the PRINCIPAL shall, within sixty (60) days after Bid Opening:

(A) On the prescribed forms presented to him for signature, enter into a written Formal
Contract with the OBLIGEE in accordance with his Bid as accepted, give Performance and
Payment Bonds with good and sufficient Surety or Sureties as is required upon the forms
prescribed in the Contract Documents, and deliver the certificates of insurance required by the
Contract Documents, or

(B) Pay to the OBLIGEE the said sum of this bond as liquidated damages, and not as a
penalty,

THEN, this obligation shall be void and of no effect; otherwise to remain in full force and effect.

Signed and sealed this ____ day of _____, 20 ____.

PRINCIPAL

By:

SURETY

By:

Attorney-In-Fact



Town of Frisco

Public Works Department

P.O. Box 4100 • Frisco, Colorado 80443

TOWN OF FRISCO REQUEST FOR PROPOSALS

The Town of Frisco is accepting proposals for Earth Work and Paving of the 2nd Ave. Alley from 2nd Avenue to 3rd Avenue and the Pine Drive Alley from 2nd Avenue to 3rd Avenue.

All proposals are due no later than 2:00 PM February 7th, 2020.

All proposals shall be sealed and delivered to the Town of Frisco, PO Box 4100, 102 School Road Frisco, CO 80443.

A proposed schedule showing the start date and weekly expectations of work throughout the project is required before work begins.

Scope of Work:

- Mobilization
- Traffic Control
- Erosion Control
- Construction Surveying
- Export Surplus Subgrade
- Asphalt Grade SX (75) PG 58-28 Rap Mix
- Base (CDOT Class 6)
- 3' Concrete Pan
- 8' Concrete Pan with Aprons
- Driveway Asphalt
- Driveway Base (CDOT Class 6)
- Scarification (12" Depth, moisture conditioned and re-compacted)
- Shouldering (CDOT Class 6)
- Asphalt Removal (misc., includes saw cuts)
- A Detailed Traffic Control Plan shall be included with the Bid

All exported surplus subgrade shall be the responsibility of the contractor awarded the bid to dispose of, the Town of Frisco has no site available to take any of the material.

Prospective teams shall submit two (2) hard copies, which must be received by 2:00 PM February 7th, 2020 in order to be considered for this project. Proposals that omit any information or do not use the format requested may result in disqualification.

Nothing herein shall require the Town of Frisco to accept any proposal, and the Town of Frisco reserves the right to reject any or all proposals. The proposal shall remain open and not withdrawn for a period of 45 (forty-five) days from the date designated for its due date.

The Town requires that a certified or cashier's check be deposited or that a corporate surety bond in the amount of five percent (5%) of the total bid amount be provided before Town can accept or consider any bid. The bid and the deposit shall be filed with the Public Works Department, securely sealed and endorsed on the outside with a brief statement as to the nature of the item or work which is to be provided. Upon a bid award, such deposit or bond shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, the deposit or bond will be returned upon receipt of the required payment and performance bonds, each in the full amount of the contract price.

BID SCHEDULE - 2020 FRISCO ALLEYS

Project: 2020 Frisco Alleys
 Location: Frisco, CO
 Subject: Alley Improvements, 2nd Ave. and Pine Drive B
 Owner: Town of Frisco

Contractor: Columbine Hills Concrete, Inc. Date: 2/7/2020

Schedual A - Base Bid Items					
Item No.	Item Description	Units	Quantity	Unit Price	Item cost
2nd Avenue Alley					
1	Export Surplus Subgrade	CY	230	28.00	6,440.00
2	Asphalt 3" Depth	Ton	121	136.00	16,456.00
3	Base CDOT Class 6	CY	100	90.00	9,000.00
4	3' concrete Pan	LF	360	36.00	12,960.00
5	Driveway Asphalt 3" depth	Ton	5	136.00	680.00
6	Driveway Base CDOT Class 6, 4' depth	CY	5	90.00	450.00
7	Scarification 12" depth Moisture Conditioned and Recompacted	SY	914	2.50	2,285.00
8	Shouldering CDOT Class 6, 6" depth	CY	90	73.00	6,570.00
9	Asphalt removal misc., include saw cut	SY	26	23.00	598.00
10	8' Concrete Pan	EA	1	3,150.00	3,150.00
Pine Drive B					
11	Export Surplus Subgrade	CY	230	28.00	6,440.00
12	Asphalt 3" Depth	Ton	131	136.00	17,816.00
13	Base CDOT Class 6	CY	101	90.00	9,090.00
14	3' concrete Pan	LF	331	36.00	11,916.00
15	8' Concrete pan	EA	1	3,150.00	3,150.00
16	Driveway Asphalt 3" depth	Ton	9	136.00	1,224.00
17	Driveway Base CDOT Class 6, 4' depth	CY	6	90.00	540.00
18	Scarification 12" depth Moisture Conditioned and Recompacted	SY	914	2.50	2,285.00
19	Shouldering CDOT Class 6, 6" depth	CY	92	73.00	6,716.00
20	Asphalt removal misc., include saw cut	SY	21	23.00	483.00
GENERAL COSTS					
21	Mobilization	LS	1	6,500.00	6,500.00
22	Erosion Control	LS	1	2,250.00	2,250.00
23	Traffic Control	LS	1	3,500.00	3,500.00
24	Construction Survey	LS	1	2,850.00	2,850.00
25	Pot Holing	LS	6 Hours	325.00	1,950.00
Total Cost					135,299.00

Scott R. De...
2-7-2020



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

COLUMBINE HILLS CONCRETE, INC.
252 Warren Avenue, Suite 2-G
P. O. Box 2369
Silverthorne, Colorado 80498-2369

SURETY:

(Name, legal status and principal place of business)

WESTFIELD INSURANCE COMPANY
P. O. Box 5001
Westfield Center, Ohio 44251-5001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

TOWN OF FRISCO, COLORADO
P. O. Box 4100, 102 School Road
Frisco, Colorado 80443

BOND AMOUNT: Five Percent (5%) of the Total Amount of the Bid

PROJECT:

(Name, location or address, and Project number, if any)

Earth Work and Paving of the 2nd Avenue Alley from 2nd Avenue to 3rd Avenue and the Pine Drive Alley from 2nd Avenue to 3rd Avenue

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of February, 2020

Attest:

By


(Witness) Barbara J. Berg, Controller

COLUMBINE HILLS CONCRETE, INC.

(Principal)

(Seal)

By

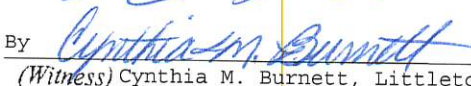

(Title) Scott E. Dawson, President

WESTFIELD INSURANCE COMPANY

(Surety)

(Seal)

By


(Witness) Cynthia M. Burnett, Littleton, Colorado


(Title) Douglas U. Rothey, Attorney-in-Fact

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **CYNTHIA M. BURNETT, DOUGLAS J. ROTHEY, JOINTLY OR SEVERALLY**

of LITTLETON and State of CO its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 13th day of MARCH A.D., 2015 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 13th day of MARCH A.D., 2015 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of February A.D., 2020



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-14**

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

WHEREAS, the Town Council has determined that upgrading the rights-of-way is supported by those provisions of the Council's Strategic Plan concerning Core Services as it assists homeowners and Town staff in maintenance and convenience; and

WHEREAS, the Town Council desires to complete the third and final phase of the alley upgrades; and

WHEREAS, there are sufficient funds budgeted for this project in 2020.

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

The Mayor and Town Clerk are hereby authorized to execute the attached Construction Agreement, and any and all documents necessary to effectuate the agreement, with Columbine Hills Concrete Inc., for the amount of one hundred and thirty-five thousand two hundred and ninety-nine dollars and zero cents (\$135,299.00), to finish the final phase of the alley paving and upgrades in the Town of Frisco.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 28th DAY OF APRIL 2020.

TOWN OF FRISCO:

Hunter Mortensen, Mayor

ATTEST:

Deborah Wohlmuth, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE, PUBLIC WORKS DIRECTOR
RE: RESOLUTION 20-15, CONTRACT AWARD TO COLUMBINE HILLS CONCRETE, INC.
FOR THE MILLING AND ASPHALT OVERLAY OF WINDFLOWER LANE AND BELFORD STREET
DATE: APRIL 28, 2020

Summary: Request for authorization to award construction contract to Columbine Hills Concrete, Inc. for the milling and asphalt overlay project on Windflower Lane and Belford Street.

Background: This contract is to mill the existing and deteriorating asphalt on both Windflower Lane and Belford Street to a depth of two inches, then overlay the surface with two inches of new asphalt. The last time either of these streets has seen any sort of resurfacing was in 2010 when a slurry coat was applied. These roadway sections have since deteriorated to the point that a mill and overlay process is the most efficient and cost effective method to restore these streets to a like new condition. Staff estimates that this work will provide at least another 10 years of serviceability before another treatment will be required.

Staff Analysis: Pursuant to Chapter 9 of the Town Code a Request for Proposals was produced and publicized in mid-January 2020 with a due date of February 7, 2020. Two bids were received by the deadline; they are listed below:

Columbine Hills Concrete, Inc. = \$201,295.00

Straight Line Sawcutting, Inc. = \$279,712.44

After staff review of all bids it is our recommendation to accept the proposal from Columbine Hills Concrete, Inc and enter into a contract for a cost not to exceed \$201,295.00.

Financial Impact: Passage of the recommended motion to award this contract will result in a total cost of \$201,295.00. The amount budgeted in the 2020 budget for this project is \$300,000 from the Capital Improvement Fund, Asphalt Overlay / Resurface Road (20-2000-4995). This purchase will leave a balance of \$98,705 in this budget line item.

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

Alignment with Strategic Plan: Completion of this project aligns with the Quality Core Services and the Sustainable Environment sections of the Strategic Plan by re-paving two deteriorating streets which will add at least 10 more years of serviceability and by reusing the asphalt millings in other projects around Town.

Recommendation: Based on the information contained in this report, it is recommended the Town Council make a motion to adopt the attached Resolution, 20-15 "A RESOLUTION FOR THE AWARD OF CONTRACT FOR THE MILLING AND ASPHALT OVERLAY OF WINDFLOWER LANE AND BELFORD STREET PROJECT TO COLUMBINE HILLS CONCRETE, INC. OF SILVERTHORNE, COLORADO.

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

Jeff Goble, Public Works Director - Approved
Bonnie Moinet, Finance Director - Approved
Nancy Kerry, Town Manager

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-15**

A RESOLUTION FOR THE AWARD OF CONTRACT FOR THE MILLING AND ASPHALT OVERLAY OF WINDFLOWER LANE AND BELFORD STREET TO COLUMBINE HILLS CONCRETE, INC. OF SILVERTHORNE, COLORADO

WHEREAS, the Town Council has determined that maintaining the Town's infrastructure, especially its roadway network, is supported by the provisions of the Council's Strategic Plan concerning Core Services and Sustainable Environment; and

WHEREAS, the Town Council has determined that the staff recommendation concerning entering into a contract for such maintenance is in the best interest of the Town, citizens and its guests; and

WHEREAS, there is sufficient money budgeted for the maintenance of Belford Street and Wildflower Lane in the 2020 Capital Improvements

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

The Mayor and Town Clerk are hereby authorized to execute the attached Construction Agreement, any and all documents necessary to effectuate the Construction Agreement, with Columbine Hills Concrete Inc., for the milling and paving of Belford Street and Windflower Lane, in the amount of two hundred and one thousand two hundred and ninety-five dollars and zero cents (\$201,295.00)

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 28th DAY OF APRIL 2020.

TOWN OF FRISCO:

Hunter Mortensen, Mayor

ATTEST:

Deborah Wohlmut, CMC
Town Clerk

INVITATION TO BID

Notice is hereby given that the Town of Frisco (the "Town") will receive sealed bids for the Mill and Paving of Belford street and Windflower Lane until February, 7th, 2020, at 2:00 p.m.

The specifications for the construction of the Mill and Paving are currently available from The Town's Public Works Department offices at 102 School Road, Frisco CO 80443. Each bidder may obtain one set of specifications.

The Town reserves the right to reject any and all bids, and to make final determination in the event of duplications.

No bid may be withdrawn for a period of sixty (60) days after the date set for opening thereof.

There will be an optional pre-bid meeting on _____ NA _____, _____, 20____ at ____ a.m./p.m. The meeting will be conducted at _____, Frisco, CO 80443.

Colorado labor shall be employed to perform the work for which bids are requested herein to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on such work, pursuant to C.R.S. § 8-17-101.

[The Town requires that a certified or cashier's check be deposited or that a corporate surety bond in the amount of five percent (5%) of the total bid amount be provided before the Town can accept or consider any bid.] The bid **[and the deposit or bond]** shall be filed with the Town Clerk, securely sealed and endorsed on the outside with a brief statement as to the nature of the item or work for which the bid is provided. **[Upon a bid award, such deposit or bond shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, the deposit or bid bond will be returned upon receipt of the required payment and performance bonds, each in the full amount of the contract price.]**

Bids will be opened publicly at 2:00a.m./p.m. on February, 7th, 2020, at 102 School Road, Frisco, CO 80443, and shall be tabulated by the Town.

Any questions regarding the project should be directed to Addison Canino, Project Manager, at (970) 668-9150 or at the following e-mail address: addisonc@townoffrisco.com

Bid results are usually available one hour after bid opening by calling (970) 668-9150.

/s/ Deborah Wohlmuth, CMC
Town Clerk

DATE OF PUBLICATION:

PUBLISHED IN:

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this 14th day of August, 2018, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation with an address of 1 Main Street, Frisco, CO 80443 (the "Town"), and Columbine Hills Concrete INC, a Colorado Corporation ("Contractor") (collectively the "Parties").

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

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

Milling and Paving of Belford Street and Windflower Lane.

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

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

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

3. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Project, an amount not to exceed **TWO HUNDRED ONE THOUSAND TWO HUNDRED NINETY FIVE DOLLARS (\$201,295.00)** (the "Contract Price"). The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The Town has appropriated funds equal to or in excess of the Contract Price.

4. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Summit County, Colorado.

5. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

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

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

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

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

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

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

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

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

12. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

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

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

TOWN OF FRISCO, COLORADO

_____, Mayor

ATTEST:

Town Clerk

CONTRACTOR

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A TO CONSTRUCTION AGREEMENT

GENERAL CONDITIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

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

1.02 CHANGE ORDER:

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

1.03 CONTRACT:

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

1.04 CONTRACT PRICE:

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

1.05 CONTRACT TIME:

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

1.06 DAY:

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

1.07 FINAL COMPLETION:

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

1.08 PROJECT:

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

1.09 PROJECT MANAGER:

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

1.10 SUBCONTRACTOR:

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

1.11 SUBSTANTIAL COMPLETION:

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

1.12 TOWN

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

1.13 WORK:

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

PART 2. TIME

2.01 TIME OF THE ESSENCE:

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

2.02 FINAL ACCEPTANCE:

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

2.03 CHANGES IN THE WORK:

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

Change Order results in an increase in the Contract Price, approval of the Frisco Town Council may be required.

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

2.07 DELAYS:

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

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

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

2.08 NO DAMAGES FOR DELAY:

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

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

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

3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:

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

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

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

3.03 FURNISHING OF LABOR AND MATERIALS:

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

3.04 EMPLOYEES AND SAFETY:

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

3.05 CLEANUP:

- A. Contractor shall keep the Project site(s) and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site(s), including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

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

3.07 TAXES, LICENSES AND PERMITS:

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

3.08 SAMPLES AND SHOP DRAWINGS:

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

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

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

3.10 SUBCONTRACTORS:

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

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

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

3.11 CORRECTIVE WORK:

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

3.12 OTHER CONTRACTS:

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

3.13 COMMUNICATION:

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

PART 4. TERMINATION

4.01 LABOR DISPUTES:

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

4.02 DEFAULT:

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

PART 5. WARRANTIES:

5.01 WARRANTY OR FITNESS OF EQUIPMENT AND MATERIALS:

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

5.02 GENERAL WARRANTY:

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

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

6.02 NOTICE OF CLAIM:

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

6.03 INSURANCE:

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

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

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of Work under the Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property

damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy of insurance required by this Section 6.03.

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

6.04 PERFORMANCE AND PAYMENT BONDS:

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

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

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

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

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

D. Whenever Contractor receives payment pursuant to this Contract, Contractor shall make payments to each of its Subcontractors of any amounts actually received that were included in Contractor's request for payment to Town for such subcontracts. Contractor shall make such payments within fifteen (15) days of receipt of payment from Town in the same manner as Town is required to pay Contractor pursuant to the Contract Documents if the Subcontractor is satisfactorily performing under its contract with Contractor. Nothing in this paragraph shall be construed to affect the retention provisions of the Contract Documents.

7.02 FINAL PAYMENT:

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

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

7.03 LIQUIDATED DAMAGES:

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

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

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under

the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Frisco Town Council. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Frisco Town Council.

7.05 ITEMS NOT INCLUDED IN BID:

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

7.06 CHANGES IN QUANTITY:

- A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.
- B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.
- C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.
- D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

- A. When a major item is increased to more than one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.
- B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by

the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the Project site(s) but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Project and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

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

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

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

8.02 CONFIDENTIALITY:

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

8.03 INDEPENDENT CONTRACTOR:

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

8.04 CONFLICTS:

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

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

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

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

(Firm) _____

(Address) _____

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

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

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

Otherwise the Principal and Surety shall have the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Additional legal, design professional and delay costs resulting from Principal's Default, and resulting from the actions or failure to act of Surety under paragraph 2; and

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

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

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

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

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

PRINCIPAL: _____

SURETY: _____

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

9. Definitions.

9.1 Unpaid Balance of the Contract Price: The total amount payable by Owner to

Principal under the Construction Contract after all proper adjustments have been made, including allowance to Principal of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Principal is entitled, reduced by all valid and proper payments made to or on behalf of Principal under the Construction Contract.

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

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

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

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

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

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

(Firm) _____

(Address) _____

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

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

PROVIDED, FURTHER,

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

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

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

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

1.2.2 Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor has indicated the claim will be paid directly or indirectly; and

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

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

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

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

3.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

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

PRINCIPAL: _____

SURETY: _____

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

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

12. Definitions.

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

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

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

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

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

NOTICE OF AWARD

Date: April 28, 2020

Scott Downen
Columbine Hills Concrete, Inc.
PO Box 2369
Silverthorne, CO 80498

Re: Town of Frisco, Milling and Paving Belford St. and Windflower LN.

Dear Mr. Downen:

Thank you for submitting a bid for the Town of Frisco's Mill and Paving project.

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for the contract amount of \$201,295.00 for the above mentioned project.

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

Upon receipt of the fully executed copy of the Construction Agreement, as well as all bonding and insurance documents the Town will send you a Notice to Proceed.

Should you have any questions, please call me at (970) 668-9150.

Sincerely,

Addison Canino
Assistant Public Works Director
Town of Frisco

NOTICE TO PROCEED

Date:

Re: _____

Dear _____:

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

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

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

Sincerely,

Title: _____

COLORADO BID BOND

BOND NO.
AMOUNT OF BOND: \$

KNOW ALL MEN BY THESE PRESENTS, that _____,
hereinafter called the PRINCIPAL, and _____, a corporation
duly organized under the laws of the State of _____, having its principal place
of business at _____ in the State of
_____, and authorized to do business in the State of Colorado, as SURETY, are
held and firmly bound unto the Town of Frisco, hereinafter called the OBLIGEE, in the sum of
_____ DOLLARS (\$ _____), for the payment of
which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents as follows:

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his Bid for:

(Describe project)

said Bid, by this reference thereto being hereby made a part hereof; and

WHEREAS, the OBLIGEE has required as a condition for receiving said Bid that the
PRINCIPAL furnish the OBLIGEE with security as provided herein;

NOW, THEREFORE, if the PRINCIPAL shall, within sixty (60) days after Bid Opening:

(A) On the prescribed forms presented to him for signature, enter into a written Formal
Contract with the OBLIGEE in accordance with his Bid as accepted, give Performance and
Payment Bonds with good and sufficient Surety or Sureties as is required upon the forms
prescribed in the Contract Documents, and deliver the certificates of insurance required by the
Contract Documents, or

(B) Pay to the OBLIGEE the said sum of this bond as liquidated damages, and not as a
penalty,

THEN, this obligation shall be void and of no effect; otherwise to remain in full force and effect.

Signed and sealed this ____ day of _____, 20____.

PRINCIPAL

By:

SURETY

By:

Attorney-In-Fact



Town of Frisco

Public Works Department

P.O. Box 4100 • Frisco, Colorado 80443

TOWN OF FRISCO REQUEST FOR PROPOSALS

The Town of Frisco is accepting proposals for milling and paving the following streets:

- Belford Street
- Windflower Lane

All proposals are due no later than 2:00 PM February 7th 2020.

All sealed proposals shall be mailed or hand delivered to the Town of Frisco, PO Box 4100, 102 School Rd. Frisco, CO 80443.

Scope of work includes:

- Traffic Control
- Milling 10,805 sq. yds. of asphalt
- Repaving
- Installing the following 125 mils thermoplastic inlayed in the new asphalt:
Nine Stop Bars 24" x 12' and Three Crosswalk 24" x 12' x (5 bars)

Traffic control shall consist of flagging for one lane closures during milling, appropriate detour signage to move vehicles around the closure and adequate road closure signage during the paving.

(970) 668-0836 • Fax: (970) 668-1327 • FriscoGov.com

The contractor shall provide a traffic control plan for all anticipated traffic control situations prior to commencement of work.

The Town will keep the millings and they are to be hauled to the Frisco Adventure Park.

Nothing herein shall require the Town of Frisco to accept any proposal, and the Town of Frisco reserves the right to reject any or all proposals. The proposals shall remain open and not withdrawn for a period of 45 (forty-five) days from the date designed for its due date.

[The Town requires that a certified or cashier's check be deposited or that a corporate surety bond in the amount of five (5%) of the total bid amount be provided before the Town can accept or consider any bid.] The bid **[and the deposit or bond]** shall be filed with the **Public Works Department**, securely sealed and endorsed on the outside with a brief statement as to the nature of the item or work which is to be provided. **[Upon a bid award, such deposit or bond shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, the deposit or bid bond will be returned upon receipt of the required payment and performance bonds, each in the full amount of the contract price.]**

1. Mobilization \$ <u>3,250.00</u>	1 LS
2. Traffic Control \$ <u>7,200.00</u>	1 LS
3. Asphalt Removal 2" Mill \$ <u>32,415.00</u>	10,805 SY
4. Asphalt Placement \$ <u>148,680.00</u>	1180 Tons
5. Stop Bars 24"x12' \$ <u>3,600.00</u>	9 LS
6. Cross Walks 24"x12' (5) bars \$ <u>6,150.00</u>	3 LS

Total \$ 201,295.00

Columbine Hills Concrete, Inc.
Company Name


Authorized Signature

Scott R. Downen
Printed Name





AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

COLUMBINE HILLS CONCRETE, INC.

252 Warren Avenue, Suite 2-G

P. O. Box 2369

Silverthorne, Colorado 80498-2369

OWNER:

(Name, legal status and address)

TOWN OF FRISCO, COLORADO

P. O. Box 4100, 102 School Road

Frisco, Colorado 80443

BOND AMOUNT: Five Percent (5%) of the Total Amount of the Bid

SURETY:

(Name, legal status and principal place of business)

WESTFIELD INSURANCE COMPANY

P. O. Box 5001

Westfield Center, Ohio 44251-5001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Milling and Paving the Following Streets: Belford Street and Windflower Lane

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of February, 2020

Attest:

By


~~(Witness)~~ Barbara J. Berry, Controller

COLUMBINE HILLS CONCRETE, INC.

(Principal)

(Seal)

By


Scott R. Downer, President


WESTFIELD INSURANCE COMPANY

(Surety)

(Seal)

By


(Witness) Cynthia M. Burnett, Littleton, Colorado


(Title) Douglas J. Rothey Attorney-in-Fact

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
CYNTHIA M. BURNETT, DOUGLAS J. ROTHEY, JOINTLY OR SEVERALLY

of **LITTLETON** and State of **CO** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 13th day of MARCH A.D., 2015 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 13th day of MARCH A.D., 2015 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of February A.D., 2020



Frank A. Carrino Secretary
Frank A. Carrino, Secretary



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NANCY KERRY, TOWN MANAGER
RE: DISCUSSION AND POSSIBLE AMENDMENT TO RESOLUTION 20-11 ESTABLISHING ECONOMIC RELIEF PROGRAMS
DATE: APRIL 28, 2020

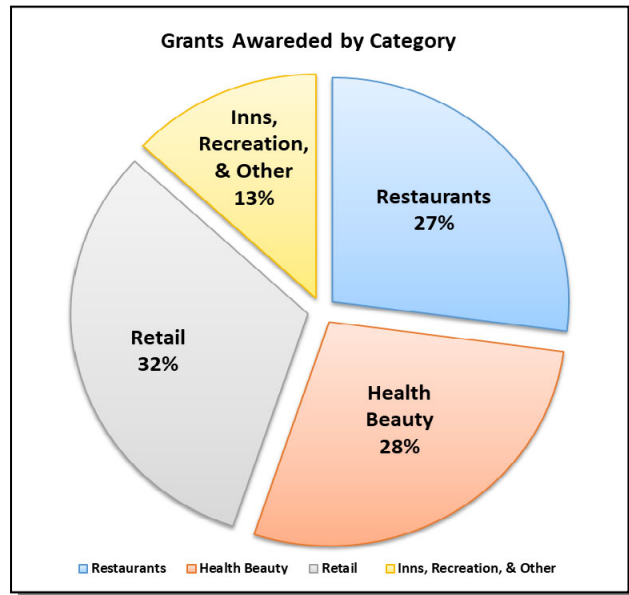
Summary and Background:

On April 7, 2020, the Town Council adopted Resolution 20-11 (attached) establishing a Business Assistance Program providing grants to qualifying businesses within the Town of Frisco to receive a grant up to the amount of \$5,000 or the amount of the rent or mortgage for the business, whichever is less. The Town Council authorized \$500,000 for the program, in addition to \$250,000 for residential rental assistance.

As of close of business Thursday, April 23, 2020, 107 businesses were approved for grants through the Town's program for a total expenditure amount of \$358,735. (four applications were pending at the time of this writing)

Of the 107 grants issued, 87% of the grants were nearly evenly split among retail businesses (32%), restaurants (27%), and health and beauty (28%). The remaining 13% of grants were approved for hotels/inn, recreation, and various other categories. The following analysis provides further detail of grant applications received.

This report also compares licensed businesses in Town by commercial sales generated in 2019, and by business category. In addition, this report includes information from a recent business survey. The report contains factual data, and is not reflective of the multi-faceted value brought to the community by all businesses, all of whom provide value and make Frisco such a special community. This report focuses on data to provide the Town Council information to assess the business economic relief program approved on April 7, 2020 and allow the Council to make data-driven decisions for developing changes, if desired, to the program.



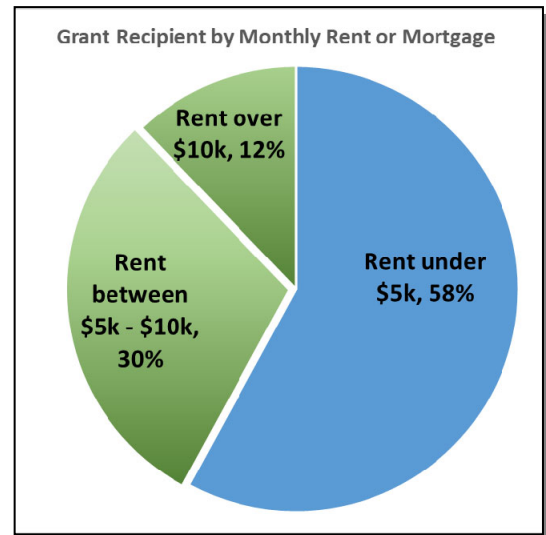
Analysis and Discussion:

Grants, by Rent/Mortgage Amounts

As authorized by Resolution 20-11, grants were provided in various amounts indexed to the amount of their rent (or mortgage), up to a maximum of \$5,000.

As shown on the chart, a majority of grantees (58%) have rent less than \$5,000 per month, providing those recipients assistance equating to a month of their rent.

The remaining recipients, 42% have rent in excess of \$5,000 and thus received the maximum allowed. Of these grantees, 30% have rent (or mortgage) between \$5,001 and \$10,000, and 12% have rent in excess of \$10,000.



Further Analysis of Recipient's Rent / Mortgage

Rents or Mortgage below 5,000

- 62 grants (58%) were issued in amounts ranging between \$600 to \$4,500 (average \$2,200) in the following categories:
 - 27 health and beauty businesses, with an average grant of just under \$2,000; these businesses have an average of four employees
 - 22 retail businesses with an average grant of \$2,000; businesses in this category have an average of 3.4 employees
 - Eight restaurants in this group, with an average grant of \$3,500; and an average number of nine employees
 - Four recreational businesses, with an average grant of \$2,506; and an average of seven employees
 - One service business

Rents or Mortgage above 5,000

- 45 grants (42%) were issued for the maximum amount (\$5,000) because these businesses have rent or mortgage in excess of \$5,000.
 - 32 businesses have rents between \$5,000 and \$10,000
 - Half of the businesses in this group are restaurants
 - Nine are retail businesses
 - Others are health/beauty, hotels and inns
 - Rents average \$6,500/mo (restaurants averaged \$6,800)
 - These businesses have an average of 13 employees (restaurants 18)
 - 13 of these businesses have rents in excess of \$10,000
 - Majority are restaurants, along with a few hotels/inns and retail
 - Rents average \$22k a month
 - Average of 20 employees in each of these businesses (24 in restaurants)

Applications Not Approved

A total of 41 applications were deemed ineligible to receive a grant for reasons shown on the table below. As noted, half of the businesses did not have a license to operate, which was a specific required criteria. The other half of the applicants indicated they are open for business, although most in modified format and most with reduced income. As shown, the majority of applications not approved are in the category of professional services, which is a broad category including businesses operating from home, wide range of consultants (information technology, insurance and brokerage advisors), home improvement services, salons and personal services, laundry services, and repair services. One additional application was denied because the business is located in Frisco, Texas.

Businesses Not Meeting Program Criteria			
No Business License		Open for Business	
Health & Beauty	4	Construction	3
Recreation	1	Retail	1
Professional services	12	Professional services	13
STRs	2	Residential business	4
Totals	19		21

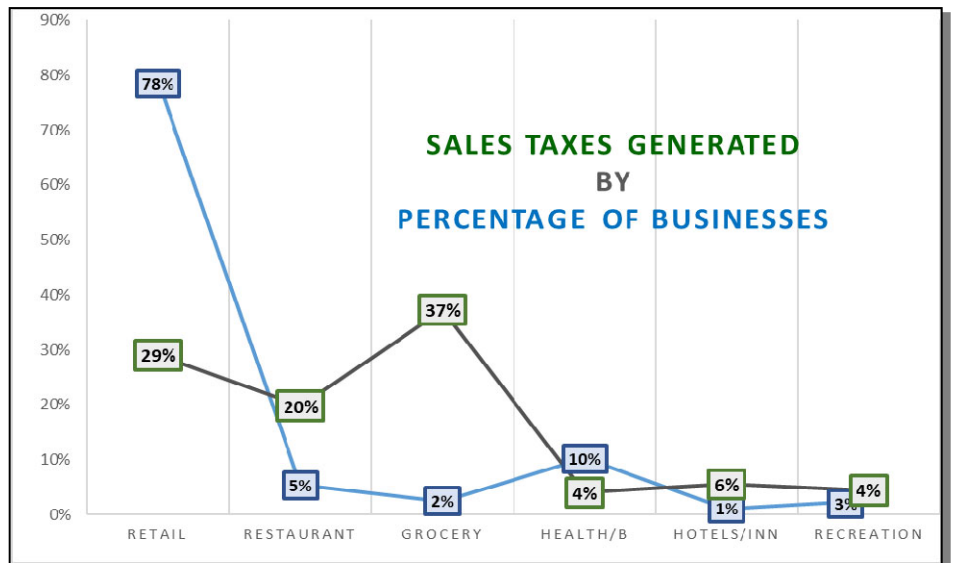
Sales Taxes Generated by Business Category Compared to Total Number of Businesses

To assist the Town Council in considering possible changes to the business economic relief program, staff evaluated commercial activity by business category as those businesses generate sales tax, which is the major source of revenue funding this program.

The chart below compares sales taxes generated by category to the total number of licensed businesses within the Town of Frisco (data is from 2019). The information below excludes utilities and all short-term rentals for purposes of comparing commercial sales. [Note: Short-term rental management companies generate three percent (3%) of the Town’s sales taxes.]

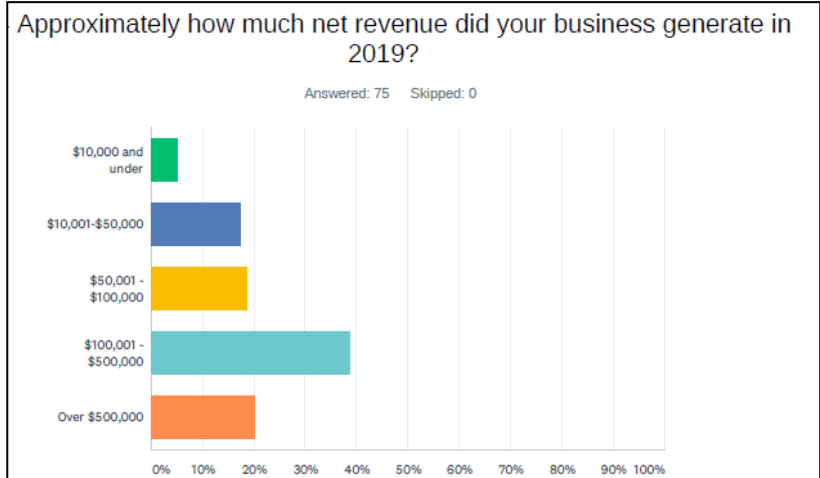
Of the 914 licensed commercial businesses in Town in 2019 (excluding STRs and utilities), retail businesses comprise 78% of the total and generate 29% of the Town’s economic activity (total sales). By comparison, restaurants comprise just five percent (5%) of Town businesses, but generate 20% of the Town’s economic activity. And, although there are less than 20 grocery stores, they generate 37% of taxable sales, the largest percentage by category.

Health and beauty businesses comprise 10% of the number of businesses and generate 4% of taxable sales although a significant majority of businesses in this category generate no retail sales. The few hotels/inns in Town (1% of businesses) generate six percent (6%) of the Town’s taxable income.



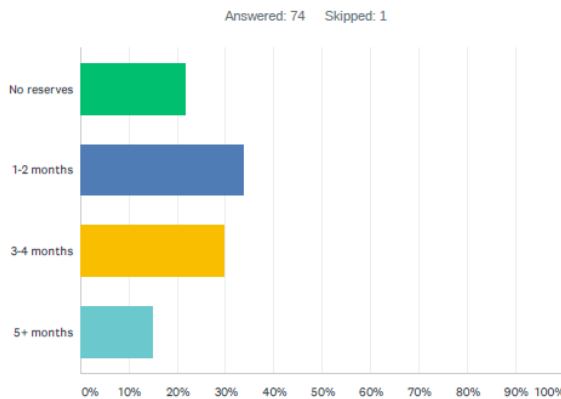
Business Survey

The Town completed a survey of local businesses to which 75 responses were received as of close of business on Thursday, April 23, 2020. All respondents indicated they operated a year-round business in the Town of Frisco. About 55% of respondents rented their space and the rest indicated they owned their space. 90% of respondents indicated they applied for federal relief programs.

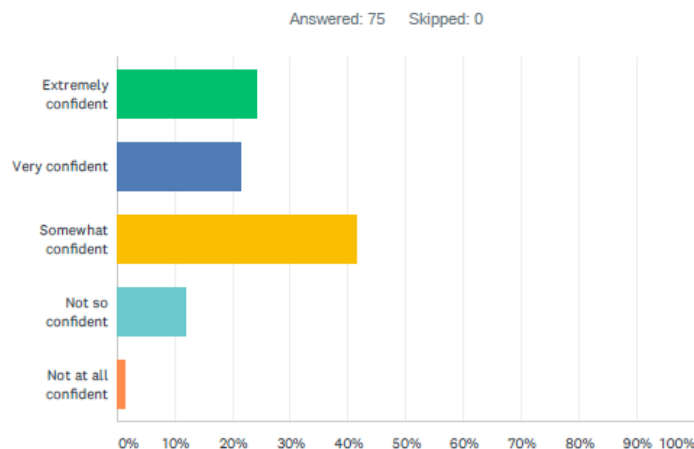


The majority of respondents indicated they generated sales above \$100,000 per year, and 20% indicated their business generated more than \$500,000 per year. As noted in question 14 (below) the majority of businesses have between one and four months of reserves (about 60%), although 20% indicated they have no operational reserves. Most businesses indicated they feel confident in being able to re-open and continue operations, although about twelve percent (12%) are not confident (see question 18 below).

Q14 How many of months of operational expenses did your business have in reserve as of March 15, 2020?



Q18 How confident are you that you will be able to re-open/continue your business and survive for the next year?



Financial Impacts

There is a direct financial cost to the Town by establishing a business economic relief program, which is obviously the cost of the program (currently \$500,000 of which approximately \$140,000 remains available). There is also a cost to the Town should businesses fail, particularly those that generate revenue from customers for the Town through the sale of taxable goods. The Town itself operates like a business and in that regard should conservatively approach expanding the business grant program, which is funded by the Town's limited and declining revenues. On the other hand, the Town did conservatively set aside reserves for emergencies and there is no question the pandemic caused by the spread of COVID-19 is an emergency on a local, state, national and global scale.

Currently, there is nearly \$3 trillion dollars in federal stimulus funding (from all four allocations) available for the health industry, businesses large and small, unemployed individuals, and others. However, stimulus funding is not yet directly available for public agencies with populations less than 500,000. The Town's revenues will increase when commercial activity returns and thus, helping small businesses stay afloat provides direct return on investment to the Town.

Staff Recommendation:

The following staff recommendations are proposed based on the analysis provided herein and to provide Council guidance should the Council wish alter the current business economic relief and assistance program. It is important to note, all businesses provide economic value and circulate revenue through the community. Many businesses that generate no retail sales or tax revenue provide important services. In developing an economic relief program, targeting businesses that provide multiple return on investment allow those funds to circulate through the community multiple times.

Clarifications needed:

1. Short Term Rentals. Resolution 20-11 prohibits grants to short-term rentals. However, there are several STR *management companies* in Town. Is it the Council's intention to allow STR management companies to apply for the grant?

Targeted Assistance

2. As noted in this report, 58% of grant recipients received enough funds to cover their rent for a month. However, 42% did not. Of those who did not, these grantees employ an average of 13 to 24 employees and are primarily restaurants and retail. Retail generates 29% and restaurants generate 20% of the Town's commercial sales activity. Targeting assistance to these businesses would provide a measurable return on investment including (a) business retention, (b) local employment, (c) commercial property support, and (d) expected long-term economic activity.
 - a. Providing additional funds to grantees with rent in excess of \$5,000 could be constructed similar as to the first issuance of funds, that is, at an amount not to exceed their rent, up to a maximum amount, whichever is less. Depending upon the maximum allowed, this decision would require additional funding, likely in the amount of approximately \$150,000 to \$200,000.

Reviews and Approvals:

This report was written by Town Manager, Nancy Kerry

Attachments:

Attachment 1: Resolution 20-11 adopted April 7, 2020

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-11**

A RESOLUTION OF THE TOWN OF FRISCO, COLORADO, ESTABLISHING ECONOMIC RELIEF PROGRAMS, DIRECTING THE IMMEDIATE IMPLEMENTATION OF THE PROGRAMS IN RESPONSE TO THE COVID-19 PUBLIC HEALTH EMERGENCY, AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PROGRAMS.

WHEREAS, on March 10, 2020, the Governor of the State of Colorado declared a statewide state of emergency in response to coronavirus (COVID-19); and

WHEREAS, on March 14, 2020, the President of the United States declared a national emergency in response to the coronavirus (COVID-19); and

WHEREAS, the World Health Organization has declared the coronavirus (COVID-19) to be a worldwide pandemic; and

WHEREAS, the coronavirus (COVID-19) has been confirmed to exist in Summit County; and

WHEREAS, the Town Council is empowered by Section 31-15-401(1)(b), C.R.S., to do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease; and

WHEREAS, the Town Council finds that the public health regulations that have been necessary to fight the COVID-19 pandemic have caused the sudden cessation, or near cessation, of most business activities within the Town to the great hardship of many residents, business owners and individuals employed within Frisco; and

WHEREAS, the Town Council finds and determines that the adoption of this Resolution is necessary to aid businesses and individuals within the Town in dealing with the extreme economic impacts that have resulted from the public health regulations; and

WHEREAS, the Town Council further finds and determines that the adoption of this ordinance is proper under Section 31-15-401(1)(b), C.R.S., and other applicable law.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THAT:

Section 1. Business Assistance Program. There is hereby established a business assistance program to provide grants in aid of Frisco businesses that have had their operations severely limited by public health orders related to the COVID-19 pandemic. Unless there is further action of the Town Council, the program shall distribute not more than Five Hundred Thousand Dollars (\$500,000) in total grants, and no grant to any single business shall exceed the amount of that business's monthly rent or mortgage payment, or Five Thousand Dollars (\$5,000), whichever is less. In the event that a business has no landlord and no rent, the maximum amount of any grant under this program shall be an amount determined by the Town Manager to be a reasonable estimate of the amount of rent that the business would pay for its space under prevailing market rents as of March 1, 2020. In connection with each grant made under the program, the Town shall send a letter to the landlord or mortgagee, if any, of the business's premises advising the

landlord or mortgagee of the grant made under this program, and encouraging the landlord or mortgagee to provide a waiver of rent or mortgage payment from the business in an amount equal to the Town's grant.

To be eligible to receive a grant under the business assistance program, the business must:

1. have had its operations severely limited by having been prohibited from onsite sales or service to the public, or prohibited from onsite consumption of foods or beverages, by one or more of the public health orders issued in connection with COVID-19; and
2. have a current and valid Town of Frisco business license issued on or before March 1, 2020; and
3. have had a physical (not solely virtual) location within the Town of Frisco on March 1, 2020, from which business operations were conducted; and
4. have had no more than fifty (50) employees or independent contractors engaged in work for the business on March 1, 2020; and
5. not be a publicly traded corporation, nor be owned by, controlled by, or a subsidiary of a publicly traded corporation, nor be an entity that has more than Ten Million Dollars (\$10,000,000) in annual gross revenues, nor be owned by, controlled by, or a subsidiary of any such entity.

As a condition of each grant made under the business assistance program, the applicant must provide evidence that it has made application for the federal Small Business Administration relief authorized under the CARES Act Economic Injury Disaster Loan for emergency assistance in the amount of \$10,000.

Section 2. Residential Assistance Program. There is hereby established a residential assistance program to provide grants in aid of individuals who live or work for a business located in the Town of Frisco that have recently lost their job as a result of the COVID-19 pandemic (cohabitating partners of current employees of the Town of Frisco excluded). Unless there is further action of the Town Council, the program shall distribute not more than Two Hundred Fifty Thousand Dollars (\$250,000.00) in total grants, and no grant to any single individual shall exceed the amount that is equal to the individual's monthly rent payment or pro-rata share of the monthly rent payment, or One Thousand Five Hundred Dollars (\$1,500), whichever is less.

To be eligible to receive a grant under the residential assistance program, an individual must:

1. live or have been working for a business located in the Town of Frisco and lost his or her employment as a result of the COVID-19 pandemic, and remain living in the same residence as that resided in on March 1, 2020, or at another location within the region;
2. provide evidence that that he or she has applied for all available federal and state unemployment benefits; and
3. make application for the grant through the process established by the Family Intercultural Resource Center under its agreement with the Town.

Section 3. Town Manager to Implement Programs. The Town Manager is hereby authorized and directed to take all actions reasonably necessary or desirable to immediately implement the residential and business assistance programs established herein, including but not limited to entering into an agreement with the Family Intercultural Resource Center to administer the residential assistance program in exchange for a sum to not exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500).

Section 4. Use of Funds from General Fund Contingency Authorized. Pursuant to Section 11-6 of the Code of Ordinances of the Town of Frisco, there is hereby authorized for transfer and expenditure, from the General Fund reserve account to the General Fund, the sum of Seven-Hundred and Eighty-Seven Thousand Five Hundred Dollars (\$787,500.00) to fund the assistance programs, and administration thereof, established by this Resolution. The Council hereby directs the Town Manager to bring to Council a proposed amendment to the Town's budget that will cause the reserve funds authorized for use herein to be replaced by a transfer from the Town's Capital Projects fund.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED THIS 7TH DAY OF APRIL 2020.

TOWN OF FRISCO, COLORADO


Gary Wilkinson, Mayor

ATTEST:


Deborah Wohlmuth, CMC
Town Clerk

NEW LIQUOR LICENSE OR CHANGE OF LOCATION PROCEDURES
LOCAL LICENSING AUTHORITY – TOWN OF FRISCO

Preliminary findings regarding a new liquor license.

APPLICANT: Snowy Summit LLC dba Colisco Wearables

TYPE OF LICENSE:

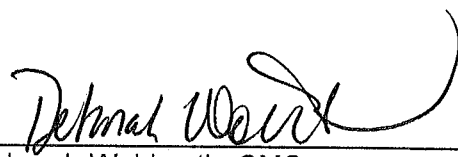
<input type="checkbox"/>	Bed & Breakfast	<input type="checkbox"/>	Retail Liquor Store	<input type="checkbox"/>	FMB
<input type="checkbox"/>	Hotel & Restaurant	<input type="checkbox"/>	Tavern	<input type="checkbox"/>	On Premise
<input checked="" type="checkbox"/>	Beer & Wine	<input type="checkbox"/>	Brew Pub	<input type="checkbox"/>	Off Premise
<input type="checkbox"/>	Club	<input type="checkbox"/>	Optional Premises		

The Town of Frisco Local Licensing Authority, hereinafter referred to as "the Authority", by and through the Town Council, to expedite the hearing on a new license application for a Beer and Wine liquor license for Snowy Summit LLC dba Colisco Wearables., scheduled for the April 28, 2020 meeting, hereby finds as initialed below:

- DW 1. That the application and supporting documents have been accepted by the Town Clerk's office on October 27, 2019 and such documents appear to be complete and in order.
- DW 2. That all local \$1148.75 and state \$2001.25 fees have been paid.
- DW 3. The applicant has the legal capacity to apply for the license.
- DW 4. The applicant has the legal capacity to engage in the licensed business.
- DW 5. That the applicant ~~is~~ **is not / will be (circle one)** entitled to possession of the premises for which the application is made under a lease, rental agreement, or other arrangement for possession of the premises or by virtue of ownership thereof.
- DW 6. That the necessary plans and specifications have been filed with the Authority, showing the interior of the building.
- DW 7. That no license has been denied for this location within the last two (2) years for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets.
- DW 8. That the proposed facility **is not / is (circle one)** located within 250 feet of any school, college, university, or seminary.
- DW 9. That pursuant to an investigation and posting of the premises, and publication in the newspaper, proper statutory notice by posting and publication has been given for the license.
- _____ 10. That the applicant is current with sales tax submittals. (Sales Tax Tech's Initials)

- _____ 11. Water bill submittals current if applicable. (Accountant's Initials)
- _____ 12. That the applicant satisfactorily passes preliminary background checks by the Frisco Police Department. (Police Officer's Initials)
- _____ (A) A background investigation by the Colorado Bureau of Investigation and Federal Bureau of Investigation on the applicant, officer, directors, shareholders, or partners have been found to **have / not have (circle one)** information of an adverse nature in their background. OR
- _____ (B) After an investigation by the Frisco Police Department, there is insufficient information to determine the character, record and reputation of the applicant, officer, directors, shareholders, or partners. OR
- _____ (C) The preliminary investigations by the Frisco Police Department of the applicant, officers, directors, shareholders or partners have shown nothing of an adverse nature. Criminal history reports of the Colorado Bureau of Investigation and Federal Bureau of Investigation are pending.
- _____ (D) No local licensing authority shall require applicants with an approved master file to file additional fingerprints or background investigation forms, or from denying the application of the applicant pursuant to the provisions set forth in section 12-47-307, C.R.S.
- _____ 13. That the sale of liquor as contemplated by the Applicant **is / is not (circle one)** in compliance with zoning code regulations or other applicable law of the Town, County or State. (Planning Division Initials)
- _____ 14. That the sale of liquor as contemplated by the Applicant **is / is not (circle one)** in compliance with fire code regulations or other applicable law of the Town, County or State. (Building Division Initials)

Dated this 28th day of April, 2020



Deborah Wohlmut, CMC
Town Clerk