

THE CURRENT COUNCIL PACKET MAY BE VIEWED BY GOING TO THE TOWN OF FRISCO WEBSITE AT [HTTP://WWW.FRISCOGOV.COM/GOVERNMENT/TOWN-COUNCIL](http://www.friscogov.com/government/town-council)

**RECORD OF PROCEEDINGS
WORK SESSION MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
JULY 12, 2016
4:15PM**

Agenda Item #1: Managers Update 4:15pm

Agenda Item #2: Joint Work Session with the BOCC 5pm and dinner

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
JULY 12, 2016
7:00PM**

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

Call to Order: Gary Wilkinson, Mayor

Roll Call: Gary Wilkinson, Jessica Burley, Kim Cancelosi, Rick Ihnken, Dan Kibbie, Hunter Mortensen, and Deborah Shaner

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 and Council Updates:

Presentation:

BBQ Non-Profit Check Presentation

Consent Agenda:

Minutes June 28, 2016 Meeting
Revocable License for Use of Public Right of Way or Public Place in Connection with Lot 2, Tight Lines Townhomes

New Business:

Agenda Item #1: Resolution 16-07, Entering into Third Amended Intergovernmental Agreement Concerning the Summit Combined Housing Authority STAFF: BILL EFTING
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: BILL EFTING, TOWN MANAGER
RE: TOWN MANAGER REPORT
DATE: JULY 12, 2016

Work Session Agenda Items:

- Manager's Update
- Joint Work Session with Summit County Commissioners

New Business: Resolution 16-07, Entering into a Third Amended Intergovernmental Agreement concerning the Summit Combined Housing Authority

Other Items:

- The Summer Concert in the Park series has had a great start to the 2016 Summer, they are hosted every Thursday evening at 5:30 in the Historic Park.
- The Frisco Triathlon is scheduled for Saturday, July 16th.



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: BILL GIBSON, ASSISTANT DIRECTOR
RE: COMMUNITY DEVELOPMENT DEPARTMENT (CDD)
MAY 2016 REPORT
DATE: JULY 12, 2016

Department Updates:

- Katie Kent has joined the Community Development Department as our new Planner. Katie is a Summit County local and an experienced planner having worked for the Summit County Government Community Development Department, the City of Greenfield, Massachusetts, and the City of Waseca, Minnesota.
- On June 22, the Planning Division hosted another meeting of the citizen's "Resource Team" to the Town's Unified Development Code (UDC) Project. The group discussed zone district purpose statements, allowed uses in various zone districts, and certain development standards.

Planning Commission Activities: The Planning Commission's June 2, 2016, was rescheduled to June 9 to allow for a quorum. The June 9th Planning Commission meeting agenda included the following item(s):

Work Session Items:

1. Planning File No. 096.16.SK: A sketch plan review of a commercial and residential addition to the Boatyard Grill located at 304 East Main Street / Lots 8-10, Block 9, Frisco Townsite. Applicant: Barthold Stelling Trust, represented by Matthew Stais Architects

The Planning Commission's June 16, 2016, meeting was rescheduled to June 23 due to the BBQ Challenge event. The June 23rd Planning Commission meeting agenda included the following item(s):

Work Session Items:

1. Planning File No. 113.16.SK: A sketch plan review of the Kum & Go commercial project (gas station and convenience store) located at 55 Lusher Court/Lot 2B, a Resubdivision of Lot 2, Block A, Discovery Interchange West. Applicant: Ryan Halder, Kum & Go LC
2. Planning File No. 114-16-SK: A sketch plan review of the Water Lofts on West Main mixed-use project (eight residential units and one commercial unit) located south of the existing

West Main Professional Building at 101 West Main Street/Lot B-1, West Frisco 70
 Subdivision Filing 2. Applicant: Robert Philippe, Westmain Professional LLP

The Planning Commission takes no formal action on sketch plan applications.

Planning Division Activities:

Administrative planning applications approved last month: 23

Exterior Finish	Andrew Racuch	190 West Main Street
Final Plat Application	Dave Rebol	95 A&B Riverside Place
Exterior Finish	Stay Dry Roofing	113 Granite Street
Exterior Finish	Stay Dry Roofing	117 Granite Street
Exterior Finish	Mat Hall	510 Pitkin Street, Unit A3
Banner Permit	Breeze Ski Rentals	908 North Summit Boulevard
Exterior Finish	Renewal By Anderson	35 Hawn Drive
Banner Permit	The Clubhouse	409 East Main Street
Exterior Finish	Stay Dry Roofing	173 Wichita Drive, Unit A&B
Modifications to Approved Development Application	Craig Dewers	95 A&B Riverside Place
Modifications to Approved Development Application	George Swintz, Frisco Station	842 North Summit Boulevard
Small Project	Tryg Johnson	201 Emily Lane
Banner Permit	Hammersmith Management	156 South 4th Avenue
Small Project	HC3	1010 Meadow Drive
Banner Permit	Studio 269	269 East Main Street
Banner Permit	Tavern West	311 West Main Street
Banner Permit	Aspen Grove Kitchen & Bath	721 Granite Street, Unit A1
Exterior Finish	JJ GG Roofing	291 North 6th Avenue
Banner Permit	Abbey's Coffee	720 East Main Street
Exterior Finish	Renewal By Anderson	216 Pitkin Street, Unit 6
Sign Permit	Rebel Sports	220 East Main Street
Small Project	Richard Backlund	700 Little Chief Way
Outdoor Commercial Establishment	Mark Waldman	101 East Main Street, Unit C101

Building Division Activities:

Permits issued last month included the following:

- Building Permits: 35
- Plumbing & Mechanical Permits: 7
- Electrical Permits (issued by Summit County): 10

Valuation of permits issued last month: \$1,951,364

Inspections performed last month: 132 (26 re-inspections)

Rapid Review Wednesday customers assisted last month: 12

Certificates of Completion / Certificates of Occupancy issued last month: 6

Including the following:

- New duplex at 95 A&B Riverside Place
- Barkley's Ballroom remodel



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: VANESSA AGEE, MARKETING AND COMMUNICATIONS DIRECTOR
RE: MARKETING AND SPECIAL EVENTS DEPARTMENT
DATE: JULY 12, 2016

Public Relations:

- Frisco got some great additional (since the last Council update) BBQ coverage:
 - USAToday.com named Frisco the 6th Best BBQ Festival in the country through a reader's poll. Frisco was only 1 of 2 contests in the top ten, which are west of the Mississippi- reach of 17,831,905
 - 303Magazine.com - Do at the Zoo and 5 Other Food & Booze Events in ColoradoThis Week- reach of 310,997
 - Denver's [Channel 2](http://Channel2) featured the BBQ Challenge
 - Fox 31's [Everyday Show](http://EverydayShow) also featured the Frisco BBQ Challenge
- Frisco also had solid exceptional coverage thanks to our response to the Colorado Tourism Office's ask for unique Colorado beach stories. Frisco Bay Marina's beach was featured in the following outlets: Colorado.com, MarketWired.com, OrlandoEcho.com, Denver.SunTimes.com, 9NEWS.com and BizJournals.com.
- Frisco also made it onto a ["10 Epic Fireworks in Denver that Will Blow Your Mind"](#) list.

Special Events: The past 2 ½ weeks have been very busy with events.

- BBQ Challenge broke records: 6% up in terms of sales. Experienced BBQers were chagrined when they found themselves running out of food with record crowds. The Summit Seniors even sold out of margaritas. The Bacon Burner 6k also sold out in record time. The Denver heat wave and excellent ongoing coverage brought the crowds. This year we added a chef demo with David Walsh of Food Hedz on Friday and welcomed the 2nd Annual Firefighter Cook-Off. There was also a 2nd street performer added and the pig races expanded to include duck and goose races.



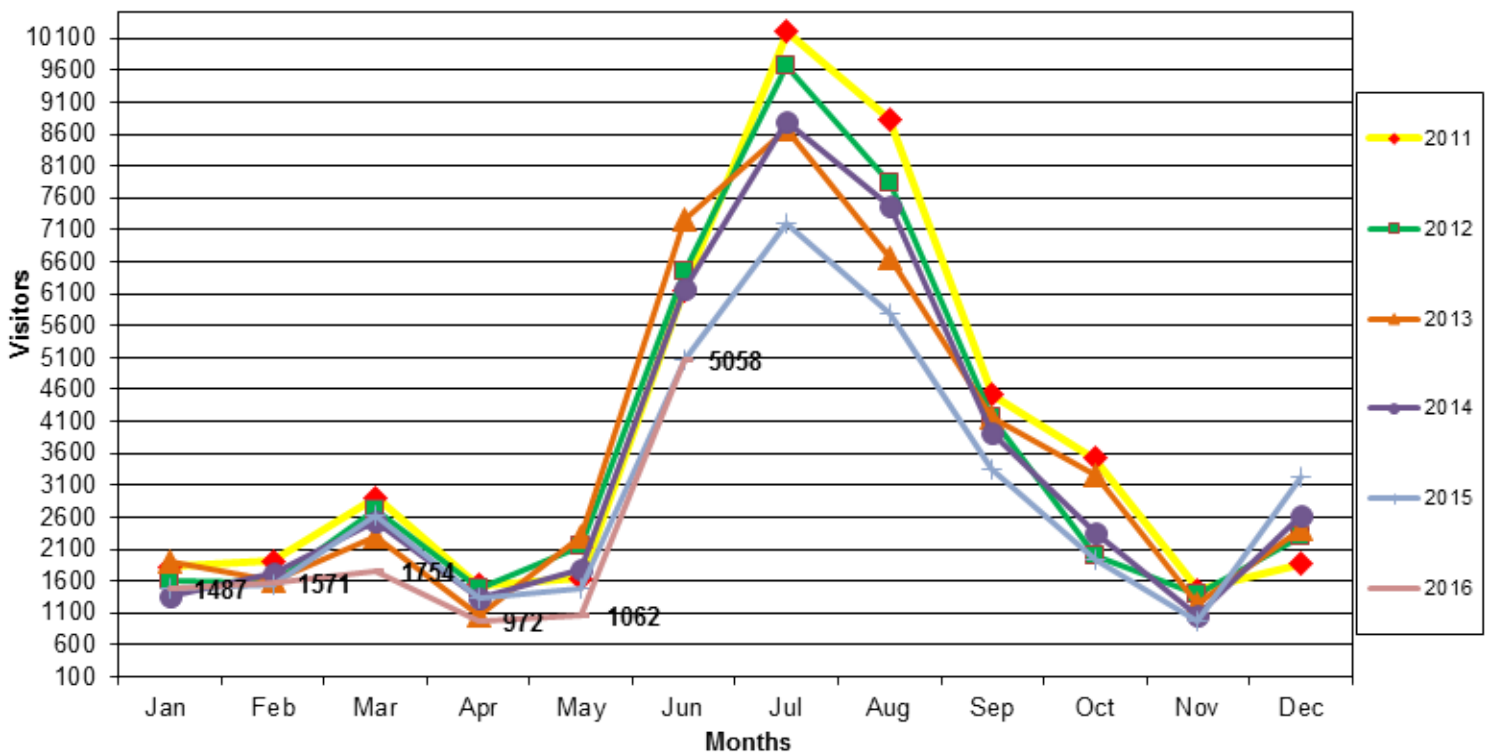
- July 4th dawned with sunny skies and big crowds. Parade participant #'s held steady with around 70 "floats", but spectator crowds seemed bigger than ever. The Fishing Derby at Meadow Creek has even seen ever increasing participation- 168 in 2016, 131 in 2015 and 74 in 2014. It was a great day with several local businesses reporting a record weekend.



Frisco/Copper Visitor Information Center: Visitor numbers for June 2016:

- The Information Center saw 5,058 visitors in June 2016 (5,079 in June 2015). There were 1,062 visitors in May so the increase in visitors is evident and welcome.
- The Information Center answered 484 phone calls in June 2016 (523 in June 2015).
- Public computer use- 102 in June 2016 (115 in June 2015)
- The Information Center played the role of Hogback will call, general information and lost and found during the 23rd Annual BBQ Challenge.
- The Frisco clock was moved in front of the Information Center from the back gazebo and has provided wonderful photo opportunities- we have seen photos with the clock appear on Instagram.
- Guestbook comments: "Love BBQ!!!" "You guys were great!" "Frisco Rocks!" "Peaceful"

Walk in Visitors 2011-2016



Report Criteria:

Business.License status = "Active"
 Business.Year opened = "June 2016"
 Business Owner.Sequence number = 1

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
In	Abby Stetson Designs	Stetson, Alice	313 Main Street	Frisco	970-485-2836	Retail - Furnishings
In	Hammersmith Contracting Inc.	Hammersmith, John	156 South 4th Street Unit C	Frisco	303-980-0700	Retail - HomeImprove
In	Viator Estates LLC	Viator, Nick	160 Creekside Drive	Frisco	303-434-4652	Vacation Rentals
Out	Alpine Craftsmen	Thompson, Chris	7985 CR 120	Salida		Retail - HomeImprove
Out	Alpine Edge Property Manageme	Begley, Thomas	130 Ski Hill Road, Unit 130	Breckenridge	970-453-2334	Vacation Rentals
Out	Big Mountain Tree Care	Hill, Matti Rhodes	1901 Pine Grove Road Suite 204	Steamboat Springs	970-819-4350	Retail - HomeImprove
Out	Colorado Tents and Events	Ciernia, Mark	230 Warren Avenue	Silverthorne	970-262-6858	Retail - Furnishings
Out	GE Appliances	Haier US Appliance Solutions	4000 Buechel Bank Road	Louisville	502-452-3824	Retail - HomeImprove
Out	Heflin Remodeling	Hefin, Josh	697 Tordal Way	Breckenridge	970-485-3744	Retail - HomeImprove
Out	Iconex LLC	Iconex LLC	3097 Stellite Blvd, Bldg 700	Duluth	646-552-2225	Retail - General
Out	IE Works Inc.	Hall, Matthew	13990 Berry Road	Ogden	303-667-6462	Retail - HomeImprove
Out	JJ GG Roofing	Guerrero, Jose	730 Golden Drive	Montrose	303-995-5821	Retail - HomeImprove
Out	New Electric Inc.	Van Voorst, Jay	629 Sawatch Road	Eagle	970-949-4651	Retail - HomeImprove
Out	Nothnagle Plumbing & Heating In	Nothnagle, Jeremy	3233 Walnut Street	Boulder	720-217-4916	Retail - HomeImprove
Out	Paw Pops	Kidd, Anthony	60C Black Diamond Trail	Silverthorne	651-795-1467	Retail - General
Out	Peak Ski & Bike	Peak Ski Rentals LLC	100 South Park Avenue	Breckenridge	970-547-3411	Recreation
Out	Rich Renovations	Wedlake, Rich	58 Summit Drive Unit D6	Dillon	206-618-8902	Retail - HomeImprove
Out	Summit Heating & A/C Inc.	Leech, William	924 S Sheridan Boulevard Unit I	Parker	729-870-1580	Retail - HomeImprove
Out	The Sherwin-Williams Company H	Sherwin Williams	101 West Prospect Avenue	Cleveland	216-566-2577	Retail - HomeImprove



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: TOWN COUNCIL
FROM: DIANE MCBRIDE, RECREATION & CULTURE DIRECTOR / ASSISTANT TOWN MANAGER
CC: BILL EFTING, TOWN MANAGER
SIMONE BELZ, MUSEUM MANAGER
PHIL HOFER, MARINA GENERAL MANAGER
KATIE BARTON, GENERAL MANAGER – ADVENTURE PARK
LINSEY JOYCE, PROGRAMS MANAGER
RE: RECREATION & CULTURE DEPARTMENT REPORT – JUNE 2016
DATE: JULY 12, 2016

Overview: This Department report highlights operations, programs and events for the month of June.

- June marked the start of all summer programs and events, and the hype of the summer season.
- The Marina staff worked hard on getting the docks in place, boats rigged and launched, and the office staff trained on the new recreational software. Power and paddle boat rentals were exceptionally busy all month.
- Frisco Fun Club started on June 6th and runs Monday-Friday for the duration of the summer months. Many days are filled to capacity at this time with 50 campers/day.
- Sports camps also started on June 6th and a different camp ran each week. Such camps included bike camp, adventure camp, water camp, and lego camp. All sports camps are filled at this time.
- Recreation and culture events ran very well in June and included the following:
 - Run the Rockies 10k and Half Marathon
 - Bacon Burner 6k
 - Frisco Roundup
 - Frisco Bike Fling
 - Rock the Dock
 - National Marina Day/Boat Swap
 - Timberline Cruiser Regatta
 - Bill's Ranch Tour
 - Historic Town Tour

Lunchtime Lectures started at the Museum on June 15th and are filling the Chapel to capacity each week. The Ute presentation on June 22nd had 105 participants! All programs are filling to capacity and staff remains extremely busy with the summer volume of guests to the schoolhouse and park.

- The Adventure Park remains busy this summer season with the bike park, disc golf course, and the skate park all open and fully functional. Staff gave the bike park a full facelift this summer season.

The report below details each of the different divisions (Adventure Park, Marina, Historic Park and Museum, Recreation Programs and Events) within the Department. Attendance numbers, when appropriate, are presented for June, while financials are reported for May.

Adventure Park: June highlights for the Adventure Park included the following:

- The Day Lodge was busy with summer camps and private rentals.
- Two events took place in June at the Adventure Park:
 - Frisco Round Up with Maverick Sports on Wednesday, June 1st
 - Frisco Bike Fling on Sunday, June 12th with ~50 people participating in a jump jam and a dual slalom, and an equal amount demoing bikes for the day.
- Operational updates included the following:
 - Dirt jumps were opened by the first of the month
 - Flow lines and dual slalom were open by June 12
 - Two loads of dirt were delivered to help maintain the bike jumps
 - The pump house was put back together and painted from last fall's pump instillation
 - The lift shack was painted both inside and out
 - We have seeded the filled in area of the ski and ride hill, so it doesn't remain a pile of dirt
- Through May, revenues are tracking exceptionally well at 89% of budget already for the year, and nearly 16% ahead of 2015 year to date figures. Expenses are also tracking well at this time at 41.7% of budget and comparable to 2015 figures.

Table 1: Frisco Adventure Park Figures
April budget/financial numbers for reference only

	May 2016	May 2015	May 2014
Revenue – 1160	\$2,355	\$222	\$1,718
Expenses – 1160	\$41,491	\$54,251	\$54,820

	YTD Actual 2016	Budget 2016	YTD Actual 2015	YTD Actual 2014
Revenue – 1160	\$1,359,061	\$1,526,000	\$1,167,255	\$892,403
Expenses – 1160	\$444,511	\$1,067,276	\$444,398	\$422,834

Marina: June highlights for the Marina included the following:

- Staff worked hard to get the Marina setup and ready for the summer season. This included a lot of projects around the Marina itself, launching many boats, and completing service orders on customer’s boats.
- The Marina hosted an event every weekend in June including the Rock the Dock, National Marina Day/Boat Swap, Bacon Burner 6k, and the Timberline Cruiser Regatta.
- Operational updates include:
 - Very busy with rentals, especially due to the great warm weather.
 - Staff completed many projects to set up the marina - putting the docks together, rigging and launching boats, preparing for many events.
- Through May, revenues are tracking well at 30% of budget. Expenses are also tracking well at this time at 24% of budget.

Table 2: Frisco Marina Figures

April budget/financial numbers for reference only – Total revenues reflect invoicing

	May 2016	May 2015	May 2014
Revenue – 9000	\$100,860	\$44,122^	\$5,359^
Expenses – 9000	\$115,858	\$134,051	\$97,938

^ Does not include invoicing

	YTD Actual 2016	Budget 2016	YTD Actual 2015	YTD Actual 2014
Revenue – 9000	\$321,385	\$1,062,750	\$289,553	\$429,956*
Expenses – 9000	\$245,688	\$1,013,559	\$395,718	\$396,773

* Includes \$200,000 Water Settlement Agreement

Historic Park and Museum: June highlights for the Historic Park and Museum included the following:

- June visitor attendance totaled 4,060 people (compared to 4,805 in 2015), with an average of 156 people/day. This number is ~15% lower than June 2015 attendance numbers. As always, please note that these attendance numbers are based on a click system and therefore do not always accurately reflect all visitors to the museum and park.
- Museum programs offered in June included the following:
 - Lunchtime Lectures had 225 attendees. (105 for the Ute Presentation)
 - Bill's Ranch Tour - 60 people. (2 Tours of 30 each)
 - Hosted 4 Group Visits – 125 guests.
 - Historic Town Tour – 25 attendees.
 - BBQ and Father's Day Weekend brought in over 750 guests.
- Ongoing Museum projects included the following:
 - Planning and promotion continues for all upcoming 2016 events.
 - Staff continues to work on various collections projects.
 - Railroad Book pre-promotion planned for August 20th during Breckenridge's RR Days.
 - Started AAM Accreditation self-study workbook.
 - Processing Deming donation and considering potential relocation of cabin.
 - Working on 2017 Budget. (Programs/Operations/Capital Projects)
- Through May, revenue is tracking at 31.6% of budget. Expenses are tracking well at 34.5% of budget. Expenses are higher compared to 2015 figures due to the conversion of one part-time, year-round employee into a full time, benefitted, year-round employee in 2016.

Table 3: Frisco Historic Park and Museum Figures

NOTE: June attendance numbers, May budget numbers

	June 2016	June 2015	June 2014
Attendance	4,060	4,805	3,995

	May 2016	May 2015	May 2014
Revenue – 1125	\$628	\$1,583	\$966
Expenses – 1125	\$16,681	\$20,089	\$24,619

	YTD Actual 2016	Budget 2016	YTD Actual 2015	YTD Actual 2014
Revenue – 1125	\$4,899	\$15,500	\$6,035	\$5,254
Expenses – 1125	\$81,179	\$235,607	\$74,343	\$71,255

Recreation Programs and Special Events: June highlights for Recreation Programs and Special Events included the following:

- Summer programs kicked off on June 6th with both Frisco Fun Club and Bike Camp starting up this day!
- Overall, the month of June saw a slight decrease of 8% in Fun Club attendance compared to June 2015.
- Staff ran two Bike Camps and two Adventure Camps in June with a total attendance of 421 campers, or a 17% increase in participation compared to 2015. In 2015, staff ran two Bike Camps and one Adventure Camp in June with a total of 350 in attendance.
- Both running races in June had consistent participation numbers with the 2015 races:
 - Run the Rockies Road Races had 428 racers this year and 431 in 2015.
 - The Bacon Burner 6k had 456 racers in 2015 and 460 this year.
- Sara Skinner organized a Lego camp again this summer and it was in such high demand that she has added another camp in August. The June Lego camp filled with 24 kids.
- Through May, revenue is tracking well at 79.6% of budget and ahead of 2015 numbers by ~6%. Expenses are also tracking well at this time and comparable to 2015 figures.

Table 4: Recreation Programs and Special Event Figures

NOTE: June attendance numbers, May budget numbers

	June 2016	June 2015	June 2014
Frisco Fun Club	835	907	831
Frisco Adventure Camp	186	100	105
Bike Camp	235	350	170
Water Camp	95	100	100
Skateboard Camp	n/a	n/a	27
Play Well Lego Camp	96	n/a	n/a
Dog Classes: Squirrel	n/a	35	160
Dog Classes: Puppy Basics	n/a	n/a	20
Dog Classes: Agility	n/a	40	n/a
Yoga at the Marina	39	17	16
Women's Mountain Biking Clinic	15	n/a	n/a
Total Program Participation	1,501	1,549	1,429
Run the Rockies Road Races	428	431	412
Bacon Burner 6k	460	456	446
Total Event Participation	888	887	858

	May 2016	May 2015	May 2014
Revenue – 1150	\$37,222	\$32,359	\$23,805
Expenses – 1150	\$24,101	\$36,807	\$33,890

	YTD Actual 2016	Budget 2016	YTD Actual 2015	YTD Actual 2014
Revenue – 1150	\$202,858	\$255,000	\$190,719	\$156,251
Expenses – 1150	\$80,687	\$312,196	\$81,303	\$79,312

Upcoming Programs, Events and Specials: Upcoming summer programs, events and specials within the Frisco Recreation and Culture Department include the following:

Ongoing:

- June 6-August 19: Frisco Fun Club, Monday-Friday
- June 15-August 31: (Wednesdays) Lunchtime Lectures – FHPM

JULY

- July 3: Frisco Founder's Day – Get Your Hands On History - FHPM
- July 4th – Town and Marina celebrations
- July 5-8: Frisco Fun Club Week 5 – PARTY IN THE USA
- July 5: Mountain Goat Kids Trail Running Series – Race #1
- July 6: FHPM Lunchtime Lecture: BLACK SHEEP AND BOUNDERS
- July 11-15: Frisco Fun Club Week 6 – LIFE'S JUST BEACHY
- July 11-15: Adventure Camp (Youth)
- July 12: Mountain Goat Kids Trail Running Series – Race #2
- July 13: FHPM Lunchtime Lecture: SWANDYKE FROM BOOM TO BUST TO DUST
- July 16: Frisco Triathlon
- July 18-22: Frisco Fun Club Week 7 – FUN CLUB GOES GREEN
- July 18-22: Girls on the Run Camp
- July 19: Mountain Goat Kids Trail Running Series – Race #3
- July 20: FHPM Lunchtime Lecture: MOUNTAIN RESCUES OF SUMMIT COUNTY
- July 21: Women's Mountain Biking Clinic
- July 22: Historic Tour of the Town of Frisco – FHPM
- July 25-29: Frisco Fun Club Week 8 – PIRATES OF LAKE DILLON
- July 25-29: Bike Camp (Youth)
- July 25-29: Tetra Brazil Soccer Camp (High Country Soccer Assn)
- July 26: Mountain Goat Kids Trail Running Series – Race #4
- July 27: FHPM Lunchtime Lecture: THE TWO RAILROADS IN SUMMIT COUNTY: HOW THEY GOT HERE AND WHAT REMAINS

AUGUST

- August 1-5: Frisco Fun Club Week 9 – ONCE UPON A TIME
- August 1-5: Adventure Camp (Youth)
- August 3: FHPM Lunchtime Lecture: LIONS, MOOSE, AND BEARS, OH MY! - LIVING WITH WILDLIFE IN SUMMIT COUNTY
- August 8-12: Frisco Fun Club Week 10 - OLYMPICS
- August 8-12: Bike Camp (Youth)
- August 8-12: Water Camp (Youth)
- August 10: FHPM Lunchtime Lecture: AVALANCHES AND THE NARROW GAUGE RAILROAD: FRISCO TO COPPER
- August 12: Night at the Museum – Meet the Author - FHPM
- August 13: Run the Rockies Trail Races
- August 15-19: Frisco Fun Club Week 11 – FUN CLUB FESTIVAL
- August 15-19: Water Camp (Youth)

- August 15-19: Play Well Lego Camp
- August 17: FHPM Lunchtime Lecture: DENVER'S UNION STATION: IT'S HISTORY, PRESERVATION AND ADAPTIVE REUSE
- August 20: Sandcastle Competition
- August 20: Classic Boat Show
- August 24: FHPM Lunchtime Lecture: MINING, SKIING, AND SUMMIT COUNTY WATER
- August 31: FHPM Lunchtime Lecture: DILLON, DENVER, AND THE DAM

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
JUNE 28, 2016**

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

Present: Jessica Burley
Kim Cancelosi
Rick Ihnken
Dan Kibbie
Hunter Mortensen
Deborah Shaner
Gary Wilkinson

Absent:

Public Comment:

Julie Kebble with the Hospital Memorial Park Committee provided an update regarding the project.

Council Comment:

Council member Kibbie thanked Public Works for the work at Zach's Stop.

Council member Shaner thanked staff for their work at the Barbeque Challenge.

Consent Agenda:

Minutes June 14, 2016 Meeting
Warrant List
Purchasing Cards
HRCR Chapter 9, Bidding

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

CANCELOSI	YEA	IHNKEN	YEA
BURLEY	YEA	KIBBIE	YEA
MORTENSEN	YEA	SHANER	YEA
WILKINSON	YEA	MOTION CARRIED.	

Executive Session:

Agenda Item #1: An Executive Session Pursuant to Sections 24-6-402(4)(a), C.R.S., Concerning the Sale of Certain Real Property Owned by the Town, and 24-6-402(4)(e), to Determine Positions Relative to Matters That May be Subject to Negotiations, to Develop Strategy for Negotiations, and to Instruct Negotiators Concerning the Sale of Certain Real Property Owned by the Town

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO ENTER INTO AN EXECUTIVE SESSION PURSUANT TO SECTIONS 24-6-402(4)(A), C.R.S., CONCERNING THE SALE OF

CERTAIN REAL PROPERTY OWNED BY THE TOWN, AND 24-6-402(4)(E), TO DETERMINE POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, TO DEVELOP STRATEGY FOR NEGOTIATIONS, AND TO INSTRUCT NEGOTIATORS CONCERNING THE SALE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN. SECOND, COUNCIL MEMBER CANCELOSI. VOTE:

CANCELOSI	YEA	IHNKEN	YEA
BURLEY	YEA	KIBBIE	YEA
MORTENSEN	YEA	SHANER	YEA
WILKINSON	YEA	MOTION CARRIED.	

COUNCIL MEMBER BURLEY RECUSED HERSELF AT THIS TIME.

MOTION: COUNCIL MEMBER CANCELOSI MOVED TO EXIT AN EXECUTIVE SESSION PURSUANT TO SECTIONS 24-6-402(4)(A), C.R.S., CONCERNING THE SALE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN, AND 24-6-402(4)(E), TO DETERMINE POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, TO DEVELOP STRATEGY FOR NEGOTIATIONS, AND TO INSTRUCT NEGOTIATORS CONCERNING THE SALE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN. SECOND, COUNCIL MEMBER MORTENSEN. VOTE:

CANCELOSI	YEA	IHNKEN	YEA
BURLEY	RECUSED	KIBBIE	YEA
MORTENSEN	YEA	SHANER	YEA
WILKINSON	YEA	MOTION CARRIED.	

Adjourn:

There being no further business, the meeting adjourned at 9:04 p.m.

Respectfully Submitted,

Deborah Wohlmut, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: BILL GIBSON, ASSISTANT DIRECTOR COMMUNITY DEVELOPMENT DEPARTMENT
RE: REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC PLACE IN CONNECTION WITH LOT 2, TIGHT LINES TOWNHOMES
DATE: JULY 12, 2016

Applicant: Joel Levy, Belfrisco LLC (developer of the Tight Lines Townhomes)

Summary:

On May 21, 2015, the Town of Frisco Community Development Department approved a development application for two (2) new detached townhome units at 713 Belford Street (Planning File 061-15-DA). On July 2, 2015, building permits were issued for these two townhome units (permits B-15-0188 and B-15-0189). The southernmost detached townhome unit (713 Belford Street/Lot 1, Tight Lines Townhomes) will have driveway access from Belford Street. The northernmost detached townhome unit (508 South 7th Avenue/Lot 2, Tight Lines Townhomes) will have driveway access from South 7th Avenue through the Belford Alley. Belford Alley is unimproved and the Town does not plow snow in this right-of-way. Since there is no existing public road in the alley, the applicant is proposing to install a gravel driveway. The design of this driveway was reviewed and approved by both the Town of Frisco Public Works Department and the Lake Dillon Fire Rescue District. This revocable license formally authorizes the installation and maintenance of the subject gravel driveway in the Belford Alley right-of-way.



Vicinity map

Recommendation:

It is Staff's

RECOMMENDATION

That the Town Council

APPROVE the Revocable License for Use of Public Right of Way or Public Place in Connection with Lot 2, Tight Lines Townhomes

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE IN CONNECTION WITH LOT 2, TIGHT LINES TOWNHOMES**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC is granted this ___ day of _____, 2016, (the "Effective Date") by the Town of Frisco, a home rule municipal corporation, ("Town"), whose address is 1 Main Street, Frisco, Colorado 80443, to Belfrisco LLC, a Colorado limited liability company ("Licensee"), whose address is _____.

RECITALS

- A. The Town owns the right-of-way/public place that is commonly known as the Belford Alley right-of-way between the 7th Avenue right-of-way and the east line of Lot 2, Tight Lines Townhomes, as extended across Belford Alley (the "Town ROW/Public Place").
- B. Licensee owns that certain real property described as Lot 2, Tight Lines Townhomes, a resubdivision of Lots 19 through 21, Block 45, Frisco Townsite Amended (the "Licensee's Property").
- B. In connection with its construction of a residence on said Lot 2, Licensee desires to install and maintain gravel and/or roadbase driveway improvements (collectively the "Private Improvements") that will encroach into the Town ROW/Public Place. Said Private Improvements and their encroachments 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/Public Place 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/Public Place, 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/Public Place 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/Public Place;
- (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 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/Public Place 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/Public Place 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/Public Place 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/Public Place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities or utilities located within the Town ROW/Public Places 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 Town personnel, or the Town's contractors or subcontractors, in connection with conducting maintenance, emergency or other operations in the Public ROW/Public Place.

3. Repair of Damages

Licensee shall promptly repair all damage to the Town ROW/Public Place 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 Licensees' 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. This License may also terminate upon Licensee's request so long as Licensee removes all Private Improvements and returns the Town ROW/Public Place 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/Public Place 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/Public Places shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Town ROW/Public Places. 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 land known as Lot 2, Tight Lines Townhomes Resubdivision; 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.

TOWN OF FRISCO, a Colorado Home Rule
Municipal Corporation

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, Town Clerk

LICENSEE:

By: _____

Print Name: _____

Position/Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____ of Belfrisco LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

**EXHIBIT A
TO
REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE IN CONNECTION WITH LOT 2, TIGHT LINES TOWNHOMES
(depiction of Town ROW/Public Place and Private Improvements)**

TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 16-07

A RESOLUTION APPROVING THE EXECUTION OF A THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE ESTABLISHMENT AND CONTINUATION OF THE SUMMIT COMBINED HOUSING AUTHORITY

WHEREAS, Section 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), authorizes any combination of home rule or statutory cities, towns, and counties of the State to establish, by contract with each other, a separate governmental entity to be known as a multijurisdictional housing authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the authority; and

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

WHEREAS, the County and Town governments have historically provided affordable housing services in the County pursuant to various authority including but not limited to the Act and Titles 29 and 30, Colorado Revised Statutes; and

WHEREAS, the County and the Towns of Breckenridge, Dillon, Frisco, Montezuma and Silverthorne previously entered into an Intergovernmental Agreement ("IGA") in order to establish and participate in the Summit Combined Housing Authority ("Authority") and such IGA has previously been amended by a First Amended IGA and Second Amended IGA; and

WHEREAS, the parties desire to further amend the Second Amended IGA by means of this Third Amended and Restated IGA ("Agreement").

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

The attached Third Amended and Restated Intergovernmental Agreement among Summit County, Colorado and the Towns of Breckenridge, Dillon, Frisco, Montezuma and Silverthorne, Colorado (providing for the establishment of the "Summit Combined Housing Authority" as a multijurisdictional housing authority pursuant to Section 29-1-204.5, Colorado Revised Statutes, as amended) is hereby approved and the Mayor and Town Clerk are hereby authorized to execute the same on behalf of the Town of Frisco

INTRODUCED, READ AND ADOPTED THIS 12th DAY OF JULY, 2016.

Town of Frisco, Colorado:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

THIRD AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT

Among

SUMMIT COUNTY, COLORADO And
THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA AND
SILVERTHORNE, COLORADO

providing for the establishment of the "Summit Combined Housing Authority" as a
multijurisdictional housing authority pursuant to Section 29-1-204.5, Colorado Revised
Statutes, as amended

THIS THIRD AMENDED INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this 26th day of July 2016, among SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA AND SILVERTHORNE, COLORADO (the "Towns"), home rule municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Members" or individually as "a Member."

WHEREAS, Section 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), authorizes any combination of home rule or statutory cities, towns, counties, and cities and counties of the State to, by contract with each other, establish a separate governmental entity to be known as a multijurisdictional housing authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the authority; and

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

WHEREAS, the County and towns have historically provided affordable housing services in the County pursuant to various authority including but not limited to the Act and Title 29, Article 4, Colorado Revised Statutes; and

WHEREAS, the County and the Town of Silverthorne previously entered into an Intergovernmental Agreement in 2002 ("Original IGA") in order to establish the Summit Combined Housing Authority ("Authority"); and

WHEREAS, the Towns of Breckenridge, Dillon and Frisco previously entered into a First Amended Intergovernmental Agreement ("First Amended IGA") in 2006 in order to participate in the governance of the Authority; and

WHEREAS, the Town of Montezuma participated in the governance of the Authority pursuant to and in accordance with the Act and a second amendment ("Second Amended IGA"); and

WHEREAS, the parties desire to further amend the Second Amended IGA by means of this Third Amended and Restated IGA ("Agreement").

NOW, THEREFORE, be it covenanted and agreed as follows:

Section 1. Authority and Members. The County and the Towns are hereby established as the Members of the Authority. The Authority shall continue to be a separate

governmental entity and a political subdivision and public corporation of the State pursuant to the Act, the Intergovernmental Relations Statute and the terms of this Agreement.

Section 2. Name. The name of the Authority shall be the "Summit Combined Housing Authority."

Section 3. Purpose. The purpose and function of the Authority shall be to: plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs pursuant to a multijurisdictional plan within the means of families of low or moderate income and to plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority, as will be further set forth in the multijurisdictional plan to be adopted by the Authority pursuant to all authority provided by law including, but not limited to, the Act, Titles 29, 30 and 31, Colorado Revised Statutes, and Section 8 hereof.

Section 4. Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the County.

Section 5. Powers and Duties. The Authority shall have all power, privileges and duties vested in or imposed on it by the Act, by the Intergovernmental Relations Statute, this Agreement and by any other applicable law, subject to the provisions of the Act, the Intergovernmental Relations Statute and any other applicable law.

Section 6. Board of Directors.

(a) Powers and Duties. The Authority shall be governed by a Board of Directors (the "Board") as described in this Section. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority, including, without limitation, any duties imposed on the Authority by Title 29, Article 1, Parts 1, 5 and 6; and Title 29, Article 4, Colorado Revised Statutes, as amended. Subject to the provisions of the Act and this Agreement, the Board may delegate any of its powers to any director, officer, employee or agent of the Authority.

(b) Directors. The Board shall be composed of one director for each Member. The governing body of each Member shall select and appoint the director for such Member. Each Member may also appoint an Alternate Director as its proxy to attend and represent it at a Board of Directors meeting whenever a Member's regular Director is unable to attend the Board meeting and such Alternate Director may vote in accordance with this Agreement on any matter which may come before the Board.

(c) Terms of Office. The term of office of each director shall commence with his or her appointment and shall continue until the date on which a successor is duly appointed.

(d) Resignation, Removal and Vacancies. Any director may resign at any time, effective upon receipt by the Secretary (described in Section 7, hereof) or the Chair (described in Section 7 hereof) of written notice signed by the person who is resigning; and may be removed at any time by the governing body of the Member that appointed him or her, in its sole and exclusive discretion, effective upon receipt by the Secretary or

the Chair of written notice signed by a duly authorized representative the governing body of the appointing Member. Vacancies in the office of any director shall be filled in the same manner in which the vacant office was originally filled pursuant to subsection (b) of this Section.

(e) Compensation. Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

(f) Resolutions and Voting. All actions of the Board shall be by resolution, which may be written or oral. Resolutions of the Board shall be adopted upon the affirmative vote of at least a majority of a quorum of the directors eligible to vote thereon. A quorum shall consist of a majority of the directors then in office.

(g) Bylaws and Rules. The Board, acting by resolution adopted as provided in subsection (f) of this Section, may adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, and the type of resolutions that must be in writing. The bylaws shall be consistent with the Act and this Agreement.

Section 7. Officers.

(a) Generally. The Board shall annually select and appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be directors. Other officers may, but need not, be directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may not be held by the same person and the person serving as Executive Director may not hold any other of such offices. All officers of the Authority shall be persons of the age of 18 years or older and shall meet the other qualifications, if any, stated for his or her office elsewhere in this Section.

(b) Chair. The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for the office of the Chair of the Board of Directors of entities such as the Authority, and as the Board may otherwise prescribe.

(c) Vice Chair. The Vice Chair shall be the officer next in seniority after the Chair and, upon the death, absence or disability of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

(d) Secretary. The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal, be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

(e) Treasurer. The Treasurer shall, subject to rules and procedures established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds of multijurisdictional housing authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

(f) Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board.

(g) Resignation and Removal. Any officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning, and may be removed at any time by the Board.

(h) Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article, the Board at any time may expand, limit or modify the authority, powers and duties of any officer.

(i) Vacancies. Vacancies in the office of any officer shall be filled in the same manner in which such office was originally filled.

(j) Compensation. The Authority may compensate officers who are not directors for services performed, and may reimburse them for expenses incurred in serving in such

capacities upon such terms and pursuant to such procedures as may be established by the Board.

Section 8. Multijurisdictional Plan.

Pursuant to the Act, the Authority, by resolution of the Board, has adopted a multijurisdictional plan (the "Plan") for the accomplishment of its purpose (as described in Section 3 hereof). The Plan may be amended from time to time and include provision for the succession of the Authority to the rights, privileges, assets, liabilities, obligations and operations of the existing housing authority of the County. Subsequent to the adoption of this Agreement, the Members shall endeavor to amend the Plan to also provide a standard affordable housing restrictive covenant/deed restriction for use in conjunction with the development of future affordable housing projects. The restrictive covenant/deed restriction shall endeavor to ensure that the affordable housing revenues provided hereunder will be used by the Members to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority.

Section 9. Sources of Revenue.

(a) Expected Sources of Revenue. Subject to the requirements of Article X, Section 20 of the State Constitution, the voting requirements and other provisions of the Act and the requirements hereof, the Members hereby declare the present expectation of the Authority to derive revenues from (i) a sales tax and use tax of 0.125% (hereinafter may be referred to as the "Housing Sales/Use Tax"), (ii) a development impact fee of \$2.00 or less per square foot of new residential, commercial and industrial construction (hereinafter referred to as the "Housing Impact Fee") imposed throughout the boundaries of the Authority pursuant to and in accordance with subsection (3)(f.1) of the Act, and (iii) a sales tax of up to 0.6 % (hereinafter may be referred to as the "Housing Sales Tax"); provided, that such declaration of expectation shall not be construed to obligate the Authority in any way.

(b) Consent for Additional Fees, Taxes. No additional tax or fee shall be imposed by the Authority in excess of the tax or fee described in subsection (a) of this Section without the express written consent of the Members' governing bodies.

(c) Fair Distribution of Revenues. Prior to and as a condition of levying any tax or fee described in subsection (a) of this Section, the Board shall adopt a resolution determining that the levying of such tax or fee will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses.

(d) Coordination of Sales and Use Tax Collection with Department of Revenue. The Authority designates the County Finance Officer as the financial officer who shall coordinate with the State Department of Revenue regarding the collection of any sales and/or use taxes described in this Section. Such coordination shall include but not be limited to the financial officer identifying those businesses eligible to collect the sales and /or taxes and any other administrative details identified by the Department of Revenue.

Section 10. Revenue Distribution, Allocated Share of Administrative Expenses.

(a) Administrative Expenses. The annual administrative budget of the Authority, as such expenditures are described in the approved annual budget for the Authority, shall be funded from the Housing Sales/Use Tax levied by the Authority. Each month, the Authority shall retain from each Member’s distribution of the Housing Sales/Use Tax revenues an amount equal to 1/12 of such Member’s Allocated Share of the administrative expenses of the Authority (as defined in subsection (b), below) have been fully collected by the Authority. Notwithstanding Section 6(f) above, approval of the annual administrative budget of the Authority and any amendments thereto shall require the affirmative votes of the following number of directors:

<u>Number of Members of the Authority</u>	<u>Votes Required to Approve Budget</u>
2	2
3	2
4	3
5	4
6	4
7	5

(b) Allocated Share. The 2007 annual administrative budget for the Authority was \$151,536. Such expenditures were allocated among the Members as follows (such amounts being the “Allocated Share”):

- i. Summit County –\$35,367
- ii. Breckenridge - \$39,713
- iii. Dillon - \$19,364
- iv. Frisco - \$27,822
- v. Montezuma - \$0
- vi. Silverthorne - \$29,270

Total = \$151,536

Beginning in 2017, each Member’s Allocated Share shall be determined based on the same allocation unless another formula is agreed upon by the Members and approved by the Board.

(c) The Authority shall maintain accurate records of the services it provides to the Members during each calendar year and shall report to the Board as directed regarding the quantity of such services provided to each Member. The Members intend to develop and agree upon a new Allocated Share schedule based on the amount of Authority services provided to each Member, which schedule shall supersede the Allocated Share percentages listed above upon approval by the Board.

(d) Notwithstanding subparagraphs (a) and (b) above, any tax revenues collected from an incorporated area of Summit County that is not within the jurisdiction of a Member shall be retained by the Authority. Furthermore, if for any reason any of the

above-listed Members are not a party to this Agreement, the remaining Members shall amend this Agreement for the purpose of adjusting the Allocated Share percentages as shall be mutually agreed to.

(e) Tax Distribution to Members. Each month the Authority shall distribute to each Member all tax revenues collected from within the jurisdiction of a Member, less the amount to be retained to pay the Authority's administrative expenses as provided in Section 10(a).

(f) Impact Fee Distribution to Members. Any Housing Impact Fee imposed by the Authority shall be administered and collected by each Member for all new residential, commercial and industrial construction within the jurisdiction of such Member. The Housing Impact Fee shall not be imposed by the Authority within an incorporated area of Summit County that is not within the jurisdiction of a Member. All Housing Impact Fee revenues collected by a Member shall be retained by such Member. A Member may develop and implement a system to (i) provide a credit or offset against a Housing Impact Fee in favor of a developer who provides affordable housing for its project pursuant to the Member's land use development laws, and (ii) provide a voluntary endowment restrictive covenant system or other mechanism authorizing a property owner to defer collection of the Housing Impact Fee.

(g) County Jurisdiction. For purposes of this Section 10 only, the jurisdiction of the County shall be deemed to be the unincorporated area of Summit County.

Section 11. Amendment of Agreement; Additional Members.

(a) Generally. Except as otherwise provided in this Section, this Agreement may be modified or amended only by the express approval of the governing bodies of all Members.

(b) Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional Members upon: (i) resolution of the Board providing for such amendment adopted as provided herein and (ii) approval of such amendment by the governing body of the prospective additional Member and each then existing Member.

Section 12. Term of Agreement and Distribution of Assets Upon Termination of Agreement.

(a) Effective Date. The term of this Agreement shall begin when the County and all other Members have executed this Agreement. Upon such execution, this Agreement shall supersede the Original IGA, the First Amended IGA, and the Second Amended IGA and the Authority shall continue in accordance with the terms of this Agreement.

(b) Termination. The term of this Agreement shall end when less than two Members are willing to remain as parties to this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any bonds, notes or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations.

(c) Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to subsection (b) of this Section, after payment of all bonds, notes and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in such proportion as shall be agreed to by such Members at such time.

Section 13. Execution and Performance of Agreement in Accordance with Law. Each Member hereby represents to each other Member that it has adopted and executed this Agreement in accordance with applicable law. Each Member and the Authority shall perform their respective obligations and expend any revenues derived hereunder for housing projects or programs in accordance with all applicable laws, rules and regulations, including but not limited to (a) the Act, (b) the terms of any approved ballot measures referred by the Authority, (c) authorized resolutions of the Authority regarding any sales Tax, use Tax or impact fee, (d) the multijurisdictional housing plan adopted by the Authority, and (e) the provisions of title 29, article 1, part 8, Colorado Revised Statutes.

Section 14. Indemnification. All actions or omissions by any Member or the Authority (hereinafter referred to as a Party or collectively the Parties), including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorneys fees, arising out of or relating to the acts or omissions of such Party. The Parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act (Immunity Act) title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law.

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

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

Section 17. Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority, any Member, any Director or any Officer shall be in writing or in person; shall be given in a reasonable time and shall be deemed given when actually received. Notice to the Members, any Director, the Authority or any Officers shall be given to the address listed on Exhibit A, attached and incorporated herein, or at the last address designated by the Authority for such purpose and, in the case of such other persons, at the last address specified by them in writing to the Secretary of the Authority. Notice may also be delivered in electronic form by facsimile or electronic mail

to the addresses listed on Exhibit A.

Section 18. Assignment. None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated, without the express written consent of all the Members.

Section 19. Severability. If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, or Section shall not affect any of the remaining provisions of this Agreement.

Section 20. Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the Members to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to the Act and by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute; (b) to permit the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement pursuant to the Act, the Intergovernmental Relations Statute and other applicable law; and (c) to permit the Board to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control.

Section 21. Administrative Contract with Summit County Housing Authority or Summit County Government/Member. The Authority may enter into an agreement with the existing Summit County Housing Authority, Summit County Government, or other Member to allow the Summit County Housing Authority, Summit County Government, or other Member to perform, supervise or provide any of the duties, functions, facilities or services of the Authority. Such agreement may provide for (i) the Authority employees to be subject to all Summit County (or other Member) personnel policies and procedures and eligible for all Summit County (or other Member) benefits available to like employees, and (ii) the Authority's financial, operational and budgetary processes to be subject to all Summit County (or other Member) financial and budgetary processes.

Section 22. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

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

SUMMIT COUNTY, COLORADO

By: _____
Thomas C. Davidson, Chair

ATTEST:

By: _____
Kathleen Neel, Clerk and Recorder

TOWN OF BRECKENRIDGE

By: _____
Eric Mamula, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF DILLON

By: _____
Kevin Burns, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF FRISCO

By: _____
Gary Wilkinson, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF MONTEZUMA

By: _____
Leslie Davis, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF SILVERTHORNE

By: _____
Bruce Butler, Mayor

ATTEST:

By: _____
Town Clerk

APPENDIX A

THIRD AMENDED INTERGOVERNMENTAL AGREEMENT

HOUSING IMPACT FEE SCHEDULE

Commercial and Industrial Construction: \$2.00 per square foot

Residential Construction:

Single Family Homes

- 1499 square feet or less - \$.0
- 1500 to 2499 square feet - \$.50 per square foot
- 2500 to 3499 square feet - \$1.00 per square foot
- 3500 to 4999 square feet - \$1.50 per square foot
- 5000+ square feet - \$2.00 per square foot

Residential Other

- 999 square feet or less - \$.0
- 1000 to 1499 square feet - \$.50 per square foot
- 1500 to 2499 square feet - \$1.00 per square foot
- 2500+ square feet - \$2.00 per square foot