

***THE JUNE 26, 2018 COUNCIL PACKET MAY BE VIEWED  
BY GOING TO THE TOWN OF FRISCO WEBSITE.***

**RECORD OF PROCEEDINGS  
WORK SESSION MEETING AGENDA OF THE  
TOWN COUNCIL OF THE TOWN OF FRISCO  
JUNE 26, 2018  
4:00PM**

Agenda Item #1: Meeting with Finance Department

Agenda Item #2: Council Orientation: Ethics in Government, Ex-Parte Communications and Colorado Open Records Law

Agenda Item #3: Audit Presentation

**RECORD OF PROCEEDINGS  
REGULAR MEETING AGENDA OF THE  
TOWN COUNCIL OF THE TOWN OF FRISCO  
JUNE 26, 2018  
7:00PM**

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

**Call to Order:**

Gary Wilkinson, Mayor

**Roll Call:**

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

**Public Comments:**

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

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

**Mayor and Council Comments:**

**Staff Updates:**

**Proclamation:**

Proclamation of July as Park and Recreation Month

**Consent Agenda:**

Minutes June 12, 2018 Meeting  
Purchasing Cards  
Warrant List  
Resolution 18-11, Adopting Marina Master Plan

**New Business:**

Agenda Item #1: First Reading Ordinance 18-06, an Ordinance Vacating a Portion of a Public Right-Of-Way Consisting of 1 4,131 Sq. Ft. (0.095 Acres) Tract of the South 1<sup>st</sup> Avenue Right-Of-Way Within Block 38, Frisco Townsite: Generally Located South of Pine Drive, North of Pitkin Street, East of Juniper Drive, and West of 421 Juniper Drive / Lots 13-15, Block 38, Frisco Townsite, and is Legally Described and Depicted in "Exhibit A" to this Ordinance STAFF: BILL GIBSON 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #2: First Reading Ordinance 18-07, an Ordinance Approving the Sale of Certain Real Property Owned by the Town and Legally Described Lots 1, 3, and 7, Block 2, Bills Ranch, Also Known as 821 Pitkin Street Units 1, 3, and 7, Frisco, Colorado STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

**Old Business:**

Agenda Item #3: Second Reading Ordinance 18-05, an Ordinance Approving the Sale of Certain Real Property Owned by the Town and Legally Described Lot 4, Block 2, Bills Ranch, Also Known as 821 Pitkin Street No. 4, Frisco, Colorado, Summit County, Colorado STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

**Executive Session:**

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

**Adjourn:**



MEMORANDUM

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P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: BILL GIBSON, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR**  
**JOYCE ALLGAIER, DIRECTOR**  
**RE: COMMUNITY DEVELOPMENT DEPARTMENT REPORT**  
**DATE: JUNE 26, 2018**

**Department Updates:**

- The Community Plan update has begun. On May 30<sup>th</sup>, Susan Lee and Joyce Allgaier convened a group of citizens from a variety of backgrounds and interests as the “Citizen Resource Group” to the planning process. The group is enthusiastic about providing input, serving as a sounding board to ensure the plan is inclusive and reflective of community values, and being “ambassadors” to the plan rewrite process. Next steps include community kick-off event on July 11<sup>th</sup>, focus group meetings, background/current conditions research, and beginning evaluation by Design Workshop of the special planning areas to be addressed.
- The regional Climate Action Plan project is underway with a steering group – the Climate Action Collaborative – having met to provide initial direction and input. The greenhouse gas inventory is underway with consultants, Lotus Engineering and Sustainability, leading the process for both the GHG inventory and plan drafting. HC3 is the lead coordinator for the project and has done a great job at organizing and keeping a high energy level going. Joyce is on the steering committee for this project. We are in the process of convening expert groups in various sectors such as energy, building, mobility, education and others. We are fortunate to have local Donna Lee, a land use and climate change expert, on our steering committee. Donna works at one of the highest levels of climate action serving as a negotiator between countries regarding the Paris Climate Accord.
- Community Development has served in a support role to the Marina Master Plan and new marina headquarters building and the PRA Master Plan and 2018 improvements.
- Joyce and Susan met with the Frisco Business Advisory Committee to discuss the issue of noise as the department is in the process of preparing a noise ordinance. The group was helpful in that they suggested taking steps that were not too “over the top” with regulations but could achieve a sense of Frisco quality in the downtown. They also suggested trying to make people more aware of respecting the sense of community by being good neighbors. Susan gave an update and engaged the group to be a part of the community plan project.

**Planning Commission Activities:** Planning Commission meeting on May 17, 2018:

1. Planning File No. 297-17-DA: A public hearing for the Development Application for the proposed Vistas on Granite Street multi-family residential project, located at 317 Granite Street / Lots 21-24, Block 9, Frisco Townsite. Applicant: E2MH, LLC represented by Architectural Innovators, Inc.

*The Planning Commission approved the application with conditions by a vote of 4-0.*

2. Planning File No. 070-18-MAJ: A review of the Sketch Plan step of the Major Site Plan Application for the proposed Medical Office Building project located at 18, 38, & 98 School Road / Tracts A, B, & C, Frisco Heights Subdivision. Applicant: Centura Health (Sisters of Charity Health Services Colorado), represented by Development Solutions Group and Boulder Associates Architects

*The Planning Commission takes no formal action on sketch plan applications, but the Commission generally supported the proposal with recommended modifications.*

3. Planning File 056-18-MAJ: A public hearing of the Major Site Plan Application for the proposed Frisco Adventure Park recreation improvements project, including a skateboard park expansion, Day Lodge restrooms addition, bouldering features, landscaping, and site improvements, located at the Peninsula Recreation Area at 621 & 729 Recreation Way / Unplatted (TR 5-78, Sec 36, QTR 2). Applicant: Town of Frisco, represented by NV5

*The Planning Commission approved the application by a vote of 4-0.*

4. Planning File 078-18-MAJ: A review of the Sketch Plan step of the Major Site Plan Application for the proposed Frisco Bay Marina new office building project, located at the Denver Municipal Water Works Property at 280 Marina Road / Unplatted (TR 5-78 Sec 35 QTR 1). Applicant: Town of Frisco, represented by Matthew Stais Architects

*The Planning Commission takes no formal action on sketch plan applications, but the Commission generally supported the proposal with recommended modifications.*

On May 22, 2018, the Planning Commission joined the Town Council for a joint work session to discuss updates to the Outdoor Commercial Establishments (OCEs) regulations.

On May 30, 2018, the Planning Commission participated in a strategic project kickoff of the Frisco Community Plan with the Community Resource Group volunteer representatives, Design Workshop consulting team, and Town Staff.

**Planning Division Activities:** Administrative review applications approved last month: 22

<b>Application Type</b>	<b>Applicant</b>	<b>Address</b>
Minor Site Plan	Shane Wagner	307 South 8th Avenue
Grading Permit	Town Centre Ltd.	120-208 Galena Street
Banner Permit	Rocky Mountain Bible Church	600 East Main Street
Administrative Site Plan	Denver Roof Pros LLC	915 A&B Lakepoint Circle
Minor Site Plan	Kathleen Bartz	201 South 2nd Avenue

Modification to Development Application	Stephen Engel	310B Creekside Drive
Administrative Site Plan	Blusky Restoration	223 Creekside Drive
Modification to Development Application	Suzanne Johnston	310C Creekside Drive
Minor Site Plan	Maddie Woods	275 Aspen Drive
Administrative Site Plan	Jim Carroll	750 South 5th Avenue
Final Plat	Steve Coupens	505 Pemmican Court
Administrative Site Plan	Cory Juma	806A Lakepoint Court
Administrative Site Plan	Rochelle Cohen	330 Emily Lane
Minor Site Plan	Darci Hughes	119 Lupine Lane
Administrative Site Plan	The Roofing Company	200 Creekside Drive
Administrative Site Plan	Premiere Roofing LLC	300-360 West Main Street
Sign Permit	Grand Mountain Bank	101 East Main Street, #C107
Administrative Site Plan	Eric Vogt	610 & 620 East Main Street
Administrative Site Plan	Smokey's Mountain Services	305 East Main Street
Sign Permit	Wendy's	940 North Ten Mile Drive
Administrative Site Plan	Mike Clement	245 Belford Street
Administrative Site Plan	Daniel McCrerey	170B Wichita Drive

**Building Division Activities:**

- Permits issued last month included the following:
  - Building Permits: 29
  - Plumbing & Mechanical Permits: 31
  - Electrical Permits (issued by Summit County): 14
- Valuation of permits issued last month: \$4,658,127
- Inspections performed last month: 173
- Rapid Review Wednesday customers assisted last month: 50
- Certificates of Completion / Certificates of Occupancy issued last month: 5
  - Including: HighSide Brewing at 720 East Main Street

**Front Desk Activities:**

Phone calls and walk-in customers served last month: 634

**Development Project Photos:**



Kum & Go at 55 Lusher Court 3 – 12,000 gallon tanks and 1 – 20,000 gallon tank installed.



Steadman Clinic at 226 Lusher Court  
(fiberglass rather than metal rebar for concrete reinforcement under an MRI machine)



Pinnacle Mountain Homes Office & Future Restaurant at 114 & 116 Basecamp Way



Basecamp Shops & Residences at 100 Basecamp Way



Holiday Center at 1121 Dillon Dam Road



Estates on Galena at 122 & 208 Galena Street





Mary Ruth Place at 306 Galena Street



Alley Shacks Duplex at 416 Galena Street Alley



Deming Crossing Townhomes at 115 North 5<sup>th</sup> Avenue



Mattox 3-Plex at 100 Granite Street



Mae Belle Creek Townhomes at 215 South 2<sup>nd</sup> Avenue – closing in on the finish line.



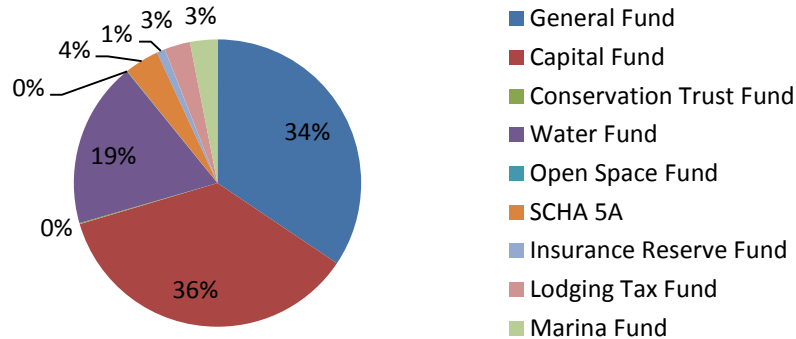
Miners Creek Estates Townhomes at 2 Miners Creek

**FINANCE REPORT - CASH POSITION  
MAY 2018**

**LEDGER BALANCES:**

General Fund	\$7,426,616.46
Capital Fund	\$7,764,449.95
Conservation Trust Fund	\$27,265.98
Water Fund	\$4,019,497.07
Open Space Fund	\$11,968.04
SCHA 5A	\$839,876.90
Insurance Reserve Fund	\$202,749.87
Lodging Tax Fund	\$622,359.76
Marina Fund	\$666,132.16
<b>TOTAL</b>	<b>\$21,580,916.19</b>

**Cash Percentage of Total Ledger**

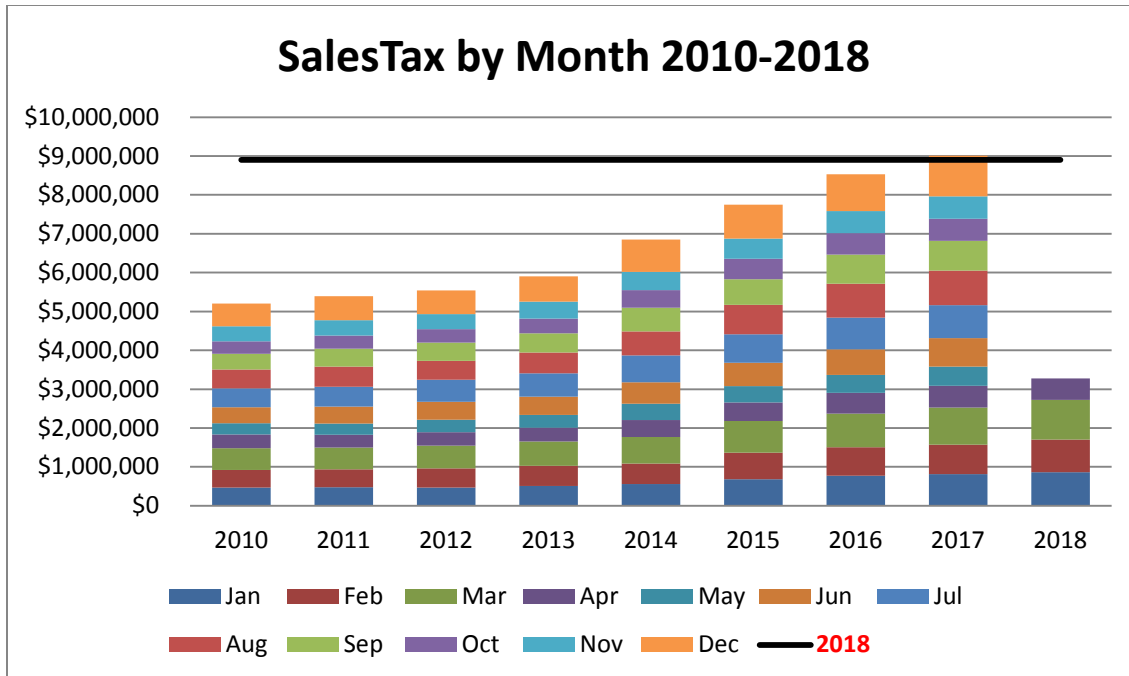


**ALLOCATION OF FUNDS:**

Wells Fargo Bank West NA - Operating Account Bank Balance	\$1,645,173.35
Wells Fargo Bank West NA - Payroll Account Bank Balance	(\$61,207.17)
Wells Fargo Bank West NA - Accounts Payable Bank Balance	(\$155,772.09)
DIT Cash Clearing Account	\$0.00
Colotrust Plus	\$10,738,415.74
CSAFE	\$1,090,223.27
CSIP	\$1,812,702.58
Solera National Bank Savings	\$1,384,356.99
Alpine Bank CD	\$270,225.91
FirstBank CD	\$265,669.83
Wells Fargo CD	\$2,529.93
Flatirons Bank CD	\$240,000.00
SIGMA Securities	\$2,408,765.28
McCook National Bank CD	\$250,000.00
Mountain View Bank of Commerce CD	\$240,000.00
Mutual Securities	\$476,093.12
ProEquities	\$973,739.45
<b>TOTAL</b>	<b>\$21,580,916.19</b>

**TREASURER'S REPORT  
FUND SUMMARIES - MAY 2018**

<b>Department</b>	<b>2018 Budget</b>	<b>Year to Date</b>	<b>% of Budget</b>
<b>General Fund:</b>			
Revenues	\$13,682,928	\$5,603,710	41.0%
Expenditures	\$13,240,146	\$4,368,948	33.0%
<b>Capital Fund:</b>			
Revenues	\$2,865,425	\$434,578	15.2%
Expenditures	\$6,844,702	\$591,612	8.6%
<b>Conservation Trust Fund:</b>			
Revenues	\$26,250	\$6,665	25.4%
Expenditures	\$23,900	\$2,993	12.5%
<b>Water Fund:</b>			
Revenues	\$1,191,594	\$297,131	24.9%
Expenditures	\$1,550,313	\$568,572	36.7%
<b>Open Space Fund:</b>			
Revenues	\$100	\$122	122.5%
Expenditures	\$0	\$0	0.0%
<b>SCHA 5A Fund:</b>			
Revenues	\$2,766,000	\$433,445	15.7%
Expenditures	\$2,978,320	\$1,983,583	66.6%
<b>Insurance Reserve Fund:</b>			
Revenues	\$1,000	\$939	93.9%
Expenditures	\$65,000	\$0	0.0%
<b>Lodging Tax Fund:</b>			
Revenues	\$530,900	\$244,406	46.0%
Expenditures	\$643,535	\$155,530	24.2%
<b>Marina Fund</b>			
Revenues	\$1,368,500	\$500,893	36.6%
Expenditures	\$3,216,370	\$542,458	16.9%
<b>41% OF THE FISCAL YEAR HAS ELAPSED</b>			



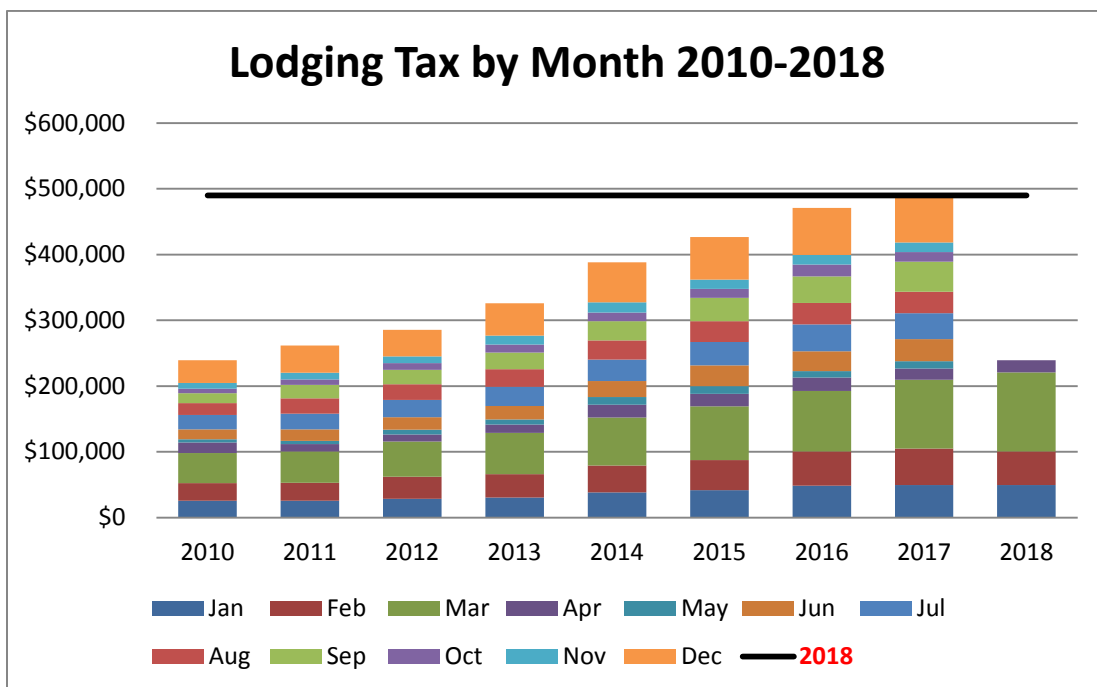
April sales tax receipts came in slightly down, at a 1.75% decline as compared to April of 2017, or \$9,818 in actual dollars. Year-to-date, through April, sales tax receipts are still up an incredible 6.27% over the record year of 2017, or \$193,345 in actual dollars.

The most significant growth, in terms of actual dollars, was exhibited in the Restaurants and Vacation Rental categories. Growth in the Restaurants category was largely due to April of 2017 totals being abnormally low as a result of outstanding collections. Vacation Rental growth in non-quarterly filing periods (Jan, Feb, Apr, May, Jul, Aug, Oct, Nov) continues to be driven by the State's monthly distribution of AirBnB county sales taxes, though a relatively significant amount of the growth was also the result of receiving a number of 1<sup>st</sup> quarter returns a month late. Smaller amounts of growth were exhibited in the Automotive, Clothing, Home Furnishings, Home Improvement, Office, Health & Beauty and Utility categories.

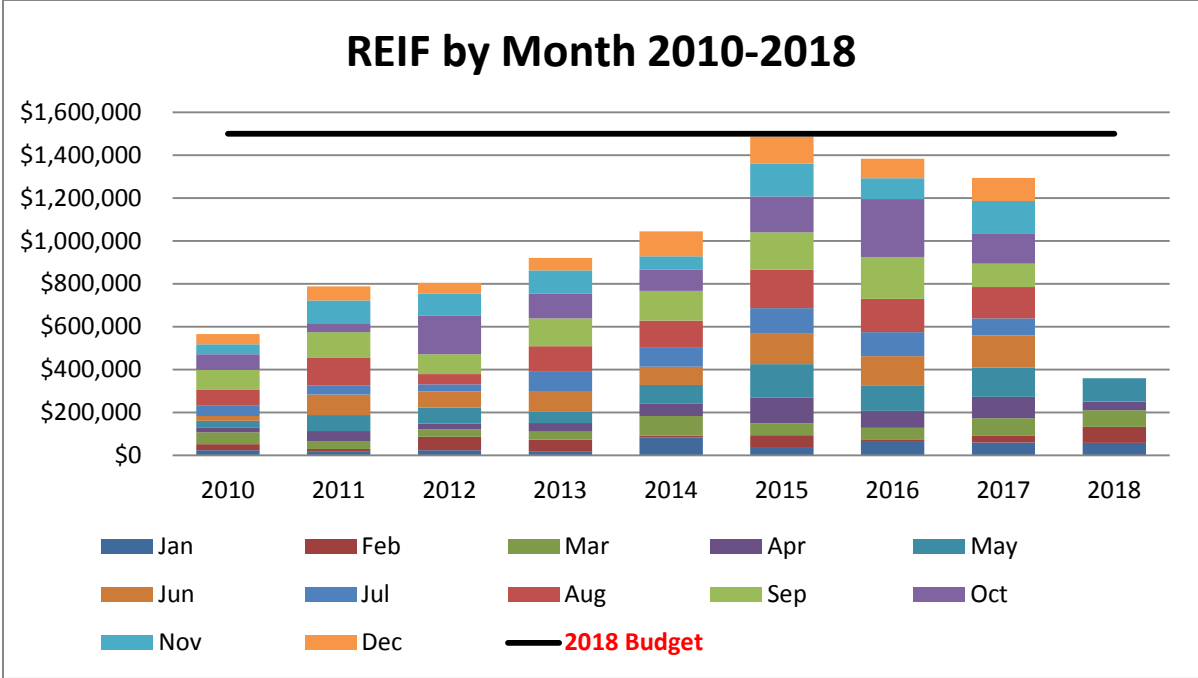
The most significant declines, in terms of actual dollars, were exhibited in the Grocery, Retail-General, Hotels & Inns and Recreation categories. A deep dive into April returns indicates that there were no outstanding collections abnormally deflating April of 2018 totals, nor abnormally inflating April of 2017 totals. Two main factors seem to be at operation here: 1 – Poor skiing and riding conditions negatively impacted both multiple-night guest visits and day trips to the mountains in April; and 2 – The relatively early Easter (April 1) in 2018 as compared to the relatively late Easter of 2017 (April 16<sup>th</sup>) had a significant impact on commercial activity. Monthly totals in the Grocery, Retail-General and Hotels & Inns categories, in particular, are easily susceptible to variations in the holiday calendar. Poor conditions and the early end to the 2017-2018 ski season, as compared to that of 2016-2017, had the most impact on the Recreation category. Smaller amounts of decline were also exhibited in the Arts & Crafts, Gifts, Liquor and Marijuana categories.

All in all, April of 2018 is the first month exhibiting a monthly year-over-year decline in total sales taxes in Frisco in almost seven (7) years. Two factors well beyond our control, poor snow conditions and the date of Easter, appear to have had a significant impact on April totals. Strong national, state and local economies, along with the ancillary spending growth that accompanies them, were not enough to buoy taxable sales. April should serve as a needed reminder that external factors still have an out-sized effect on our local economy, despite otherwise structural strengths. Unprecedented levels of growth are unsustainable in the long-term and will always regress to the mean. It is tremendously important when planning for the mid- and long-terms to keep the downside risks of typical economic cyclical, an economy operating at or near capacity, and both political and climatic volatility in the forefront of our minds.

That said, despite a number of businesses closing for much of May, staff expects May to be relatively strong, even if May totals have less of an impact on yearly totals than any other month. Staff also remains bullish on the Frisco economy in the short-term and is confident that currently budgeted revenues will be met and/or exceeded by year-end.



Year-to-date through April is up 5.64% or \$12,769 compared to Y-T-D 2017. For the month of April, revenues are up 9.14% or \$1,542 compared to April 2017.



Year-to-date through May is down 12.18% or \$49,840 compared to Y-T-D 2017. The actual year-to date dollar amount is \$409,088 compared to \$359,248 Y-T-D 2017. For the month of May, revenues are down 19.78% or \$26,704 compared to May 2017.



**TOWN OF FRISCO REIF REPORT  
MAY 2018**

<b>SELLER'S LAST NAME</b>	<b>BUYER'S LAST NAME AND ADDRESS</b>	<b>REIF AMOUNT</b>
CORNWELL	CORNWELL, 560 GOLD DUST DRIVE	0.00
CURNUTTE	BOARD OF COUNTY COMMISSIONERS, 855 S 5TH AVE UNIT 216	0.00
BOWE	WYCKOFF, 27 GARDEN ALY	0.00
WYCKOFF	BENSON, 19 NORTH CABIN GREEN	0.00
BLOCH	FOSTER, 735B MEADOW DRIVE	6300.00
MADISON AVENUE PROPERTIES LLC	CROWE, 90 S MADISON AVENUE	12000.00
MASTERSON	KILLIAN, 318 S. 8TH AVENUE, BUILDING 2 P-3	7390.00
COYOTE VILLAGE LTD	SROCZYNSKI/MORETTA, 821 PITKIN ST #2	4050.00
CLARKE	CLARKE REVOCABLE TRUST, 218 LUPINE LANE	0.00
MATARAZZO	MATARAZZO TRUST, 184 BILLS RANCH	0.00
BAXTER	MANN, 119 WINDFLOWER LANE	12500.00
COYOTE VILLAGE LTD	TOWN OF FRISCO, 821 PITKIN STREET	0.00
PESSEMIER	WICKMAN, 318 S 8TH AVENUE	0.00
BREHMER/BREHMER	BREHMER, 51 HAWN DRIVE	0.00
TEEGEN	MCGUIRE/HOPPE, 1650 LAKEVIEW TERRACE UNIT 302E	4750.00
KATZ	KATZ TRUST, LOT 11 BLOCK 12 THE RESERVE AT FRISCO, PHASE 1, FILING NO. 2	0.00
BERNIER	120 NOTH 7TH AVENUE UNIT A1, LLC, 120 NORTH 7TH AVENUE, UNIT A-1	0.00
MASONTWON MINES, LTD	KNOTT, 3 10 S. 8TH AVENUE, UNIT S-10	0.00
KLIMCZYK/RANTANEN- MAGNUS	RANTANEN-MAGNUS, 410 BAYVIEW DRIVE, UNIT C	0.00

AGRODNIA	ROLL, 1610 LAKEVIEW TERRACE #103A	4830.00
DAHMAN	PACKER/PENCEK, 500 PITKIN STREET, UNIT A3	4945.00
LTD PARTNERS, LP	DOMBROWSKI/FAITH, 337 STREAMSIDE LANE, UNIT 109	6190.00
ZOHNE	LONG, G326 855 SOUTH FIFTH AVENUE	0.00
SWOCH	DONALD SWOCH LIVING TRUST, 737 LAGOON DRIVE, UNIT C	0.00
TODEY	TODEY TRUST, 700 LAKEPOINT DRIVE, UNIT A10	0.00
CONDO FRISCO, LLC	FELDERMAN, 1101 9000 DIVIDE ROAD, #310	8790.00
TORKELSON	MCCARTHY/BLANDON, 481 W MAIN STREET #B-201	7490.00
HIRSCHHORN	GLEASON, 108 PRIMROSE PLACE	4850.00
LUBY LIVING TRUST	DENCZEK, 400 EAST MAIN STREET, UNIT 204R	7050.00
SOUTH TEXAS PROPERTIES, INC.	BRICKELL, 141 FOREST DRIVE	8750.00
PRESTON	416 BAYVIEW DRIVE UNIT B LLC, 416 B BAYVIEW DRIVE	0.00
STAFFORD	GODWIN, 853 HUNTERS CIRCLE	8450.00

**108,335.00**

## ACTIVITY REPORT - MAY, 2018

### POLICE

	2018	2017
Property Stolen	\$579	\$1,891
Property Recovered	\$0	\$0
Animal Control		
Citations	1	3
Warnings	0	8
Bar Checks	10	83
Business Checks	525	632
Assists	32	45
Parking Citations	0	0
Traffic Citations	40	56
Traffic Warnings	85	181
Traffic Accidents	7	11
Public Streets	4	
Private Property	3	
Injuries	1	
Open Buildings	4	2
Alarms	11	9
Calls for service	478	629
Felony Arrests	3	3
Warrants	1	
Criminal Impersonation	1	
Possession of schedule II drugs	1	
Misdemeanor Arrests	7	14
DUI	1	
Warrants	3	
Harassment	1	
Domestic Violence	2	

### MUNICIPAL COURT

	2018	2017
Total number of citations issued for this court date	31	67
Total number of violators due in court	10	15
Total number of violators in court	3	9
Deferred to trial:	0	1
Received Deferred Sentences:	0	0
Dismissed:	0	0
Guilty Pleas:	0	0
Guilty to Amended Charges:	2	4
Guilty from Trial:	0	1
Continued to following month:	1	2
<b>Dismissed Prior to Court</b>		0
<b>Handled by Mail</b>	0	0
W/in 20 days for Point Reduction:	9	18
Outside of 20 days:	15	33
<b>No Shows</b>		
Warrants Issued:	0	0
Hold placed on Drivers License:	2	2
Filed Unpaid:	0	0

\* Officers Justin Blosch and Cory Cuculis graduated from the Red Rocks Police Academy and have begun our training program.



MEMORANDUM

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P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO:** TOWN COUNCIL

**FROM:** DIANE MCBRIDE, RECREATION & CULTURE DIRECTOR / ASSISTANT TOWN MANAGER

**CC:** RANDY READY, TOWN MANAGER  
SIMONE BELZ, MUSEUM MANAGER  
KATIE BARTON, GENERAL MANAGER – ADVENTURE PARK  
LINSEY JOYCE, PROGRAMS MANAGER  
TOM HOGEMAN, GENERAL MANAGER - MARINA

**RE:** RECREATION & CULTURE DEPARTMENT REPORT – MAY 2018

**DATE:** JUNE 26, 2018

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

The month of May is a big preparation month for the Department. Seasonal staff recruitment, hiring and training all happen in May in anticipation of the opening of facilities and services and the start of programs and events. Staff continued to work on the Marina Master Plan, the marina office building design, the skate park demo and redesign at the PRA, and trail work at the PRA.

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 (as appropriate) and financials are all presented for May.

**Adventure Park:** For the purpose of this report, the Adventure Park consists of all aspects of the Peninsula Recreation Area (PRA) including the tubing hill, ski and ride hill, facility reservations, concessionaire operations and the Nordic Center. Finances are broken down into 1160 accounts (tubing hill, ski and ride hill, Day Lodge) and 1170 accounts (Nordic Center). May highlights included the following:

- Started summer event rentals:
  - Day Lodge was booked for six private rentals in May and six open house/trainings, including the CDOT Gap Project Open House on May 24<sup>th</sup>.
  - Ballfield opened with eight practices taking place in May.
  - Nordic lodge was deep cleaned and prepped for summer Fun Club programming



- Operational Updates for the month of May included the following:
  - Snowcats: BR 350, Bison, Husky and their implements are in the shop for storage and have been deep cleaned. Services will be done towards the end of the summer
  - Spring terrain-park closed once temperatures started consistently rising. Snow was pushed out to help speed along snowmelt
  - Bike Park: Opened pump track, gravity lines, and dual slalom. Bike park builders started work, have rebuilt first three lines of the dirt jumps
  - Skate park tear down was complete by the end of the month. Most features were donated to the Town of Alma and to the Summit School District.

**Photo 1: Frisco Skate Park features in Alma**



**Photos 2-4: Spring Terrain Park – Courtesy of Dave Susko**



- Through May (see Table 1), tubing/ski & ride/rental revenue is on track at 76% of budget, which is ahead of 2017 figures and comparable to 2016 figures at this time. Staff anticipates hitting budgeted revenue targets at this time, barring any unforeseen circumstances. Expenses are tracking well at this time.

**Table 1: Frisco Adventure Park Figures (1160)**

	May 2018	May 2017	May 2016
Revenue – 1160	<b>\$6,096</b>	\$5,048	\$2,355
Expenses –1160	<b>\$55,460</b>	\$71,773	\$41,491

	YTD Actual 2018	Budget 2018	YTD Actual 2017	YTD Actual 2016
Revenue – 1160	<b>\$1,347,743</b>	<b>\$1,782,500</b>	\$1,268,082	\$1,359,061
Expenses – 1160	<b>\$579,135</b>	<b>\$1,263,944</b>	\$611,526	\$444,511

- Nordic and trail updates included the following:
  - New FT/YR Nordic and Trails Manager, Pete Swenson, started on May 15<sup>th</sup>.
  - Pete immediately started working with the USFS on the summer maintenance/operations plan for the PRA.
  - Working on mapping and scouting potential new singletrack and Nordic trails for the master development plan for the PRA. The summer Community Conversation for the PRA occurred June 14<sup>th</sup> with nearly 70 participants present. IMBA, USFS, SE Group, and staff were all present to assist with the event.
- Through May (see Table 2), Nordic revenue is on track at 57% of budget, which is comparable to 2017 figures. Despite a poor snow year, revenues finished at a level comparable to the previous year. Staff is working at this time on strategies to increase pass sales and to drive more skiers to the Frisco Nordic Center. Expenses are higher at this time due to the addition of a full-time, year-round Nordic and Trails Manager.

**Table 2: Frisco Nordic Center Figures (1170)**

	May 2018	May 2017
Revenue – 1150	<b>\$797</b>	\$0
Expenses – 1150	<b>\$11,117</b>	\$1,831

	YTD Actual 2018	Budget 2018	YTD Actual 2017
Revenue – 1150	<b>\$194,120</b>	<b>\$343,000</b>	\$189,857
Expenses – 1150	<b>\$107,079</b>	<b>\$364,136</b>	\$121,533



**Marina:** May highlights for the Marina included the following:

- May was a very busy month keeping up with increasing water levels and the demand of getting boats into the water and docks to their spots. The Marina opened for a soft opening on May 19<sup>th</sup>.
- New hire training took place for seasonal staff. ANS training also took place
- Work continued with Logan Simpson on the Marina Master Plan. The plan was reviewed by Council on June 12<sup>th</sup> and will be back for adoption on June 26<sup>th</sup>.
- Staff continues to work with Matthew Stais Architects on the new office building design. Sketch plan went before the Planning Commission on May 17<sup>th</sup>.
- Staff met with Doug and Bobby from the Island Grill regarding a future concessionaire agreement.
- The new reusable water bottle station was installed in the Marina office
- Serviced rental boats and prepped all for the rental season.
- Through May, revenue is tracking well at 36% of budget and 38% ahead of 2017 revenues/collections at this time. Expenses are also on track at 17% of budget. Expenses are higher compared to 2017 figures due to the costs associated with the master planning efforts and architectural costs.

**Table 3: Frisco Marina Figures (9000)**

	May 2018	May 2017	May 2016
Revenue – 9000	\$140,916	\$62,141	\$100,860
Expenses – 9000	\$164,097	\$82,365	\$115,858

	YTD Actual 2018	Budget 2018	YTD Actual 2017	YTD Actual 2016
Revenue – 9000	\$500,893	\$1,368,500	\$361,895	\$321,385
Expenses – 9000	\$542,458	\$3,216,370	\$269,445	\$245,688

**Historic Park and Museum:** May highlights for the Historic Park and Museum included the following:

- Visitor attendance totaled 2,115 people (compared to 1,930 in 2017), with an average of 78 people/day. *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 included the following:
  - Night at the Museum – 150 participants
  - Community photo completed for the 35<sup>th</sup> Anniversary celebration
- Ongoing Museum projects included the following:

- Planning for 2018 museum fall-winter programs and events.
- Planning and production on 2018 exhibit projects - Tipi installed (see photo); Oral history exhibit – slated for Summer 2018
- Simone attended the AAM Annual Conference in Phoenix, AZ
- Staff presented to the Fruita Welcome Center Group at the Day Lodge
- Site visit to Historic Yust Ranch on the Lower Blue
- Future consideration/Council discussion item: FHPM Land Use Master Plan. Interim Strategic Plan for 2019-2023 has been completed and will be presented to Council for review at the appropriate time.
- Recruitment for staff continued in May:
  - FT/YR Museum Coordinator James Murnane left on April 8<sup>th</sup> to move to Oregon;
  - Emma Thielk replaced James and started June 1<sup>st</sup>;
  - PT/YR Museum Coordinator Alexis Bohlander transitioned from part-time, year-round to “on-call” status effective June 10<sup>th</sup>;
  - Kristen Leigh replaced Alexis and is in the process of completing all background checks for an anticipated start date of June 29<sup>th</sup>.
- Revenue is tracking well at this time at 48% of budget, and approximately 36% ahead of 2017 YTD figures. Expenses are tracking well at 28% of budget at this time.

**Table 4: Frisco Historic Park and Museum Figures (1125)**

	<b>May 2018</b>	May 2017	May 2016
Attendance	<b>2,115</b>	1,930	1,885

	<b>May 2018</b>	May 2017	May 2016
Revenue – 1125	<b>\$2,652</b>	\$1,047	\$628
Expenses – 1125	<b>\$19,291</b>	\$20,320	\$16,681

	<b>YTD Actual 2018</b>	<b>Budget 2018</b>	YTD Actual 2017	YTD Actual 2016
Revenue – 1125	<b>\$7,977</b>	<b>\$16,500</b>	\$5,834	\$4,899
Expenses – 1125	<b>\$94,853</b>	<b>\$336,723</b>	\$112,682	\$81,179

**Photo 5: Tipi Install - FHPM**



**Recreation Programs and Special Events:** May highlights for Recreation Programs and Special Events included the following:

- May is a month of planning, organizing and hiring for all summer programs and events.
- A total of 8 sports instructors and camp counselors are returning this summer season, as well as 13 new hires. Staff started on May 30<sup>th</sup> and trained through June 5<sup>th</sup>. Training included: CPR/First Aid, water and marina safety, mandated reporter training, ability awareness, defensive driving and much more! Fun Club started on June 7<sup>th</sup>.

- Event logistics were also a focus this month, especially for Run the Rockies Road Half and 10k races on June 2<sup>nd</sup>. Staff coordinated race logistics including course signage, communication with racers, permitting, post-race party and lined up staff and volunteers to help with the event.
- Year to date revenue is tracking well at this time at 82% of budget, and comparable to 2017 figures. Expenses are also tracking well at 29% of budget, yet slightly above 2017 figures at this time.

**Table 5: Programs and Events Figures (1150)**

	<b>May 2018</b>	May 2017	May 2016
Revenue – 1150	<b>\$16,544</b>	\$16,930	\$37,222
Expenses – 1150	<b>\$22,074</b>	\$22,472	\$24,101

	<b>YTD Actual 2018</b>	<b>Budget 2018</b>	YTD Actual 2017	YTD Actual 2016
Revenue – 1150	<b>\$226,072</b>	<b>\$276,000</b>	\$230,700	\$202,858
Expenses – 1150	<b>\$107,187</b>	<b>\$368,028</b>	\$93,144	\$80,687

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

**ONGOING SUMMER**

- June 7-August 22: Frisco Fun Club
- June 6-August 29: Lunchtime Lectures (Museum)

**JUNE**

- June 2: Run the Rockies 10k and Half Marathon
- June 2: Rock the Dock Party
- June 6: Last Day of School – Summit School District
- June 11-15: Frisco Adventure Camp
- June 11-15: High Country Soccer’s British Soccer Camp
- June 16: Bacon Burner 6k
- June 18-22: Frisco Bike Camp
- June 18-22: Frisco Water Camp
- June 18-22: Play-Well TEKnologies Lego Camp - Jedi Master Engineering with LEGO®
- June 23: Timberline Regatta
- June 25-29: Frisco Adventure Camp
- June 26: Mountain Goat Kids Trail Running Series – Race #1
- June 29: Historic Tour of the Town of Frisco

**JULY**

- July 1: Frisco’s Founder’s Day
- July 7: Free Breakfast and Intro to Rowing – Frisco Rowing Center
- July 9-13: Frisco Adventure Camp
- July 10: Mountain Goat Kids Trail Running Series – Race #2
- July 14: Frisco Triathlon
- July 14: Masontown Hiking Tour

- July 16-20: Girls on the Run Camp
- July 16-20: Play-Well TEKnologies Lego Camp - STEM Challenge with LEGO®
- July 20: Historic Tour of the Town of Frisco
- July 23-27: Bike Camp
- July 23-27: High Country Soccer's Tetra Brazil Soccer Camp
- July 24: Mountain Goat Kids Trail Running Series – Race #3
- July 30-August 3: Frisco Adventure Camp

## AUGUST

- August 5: 10<sup>th</sup> Annual Dillon Challenge
- August 6-10: Bike Camp
- August 6-10: Frisco Water Camp
- August 6-10: Play-Well TEKnologies Lego Camp - Minecraft Master Engineering with LEGO®
- August 7: Mountain Goat Kids Trail Running Series – Race #4
- August 11: Kids Sandcastle Competition
- August 13-17: Frisco Water Camp
- August 17: Night at the Museum – Meet the Author
- August 18: Classic Boat Show

**Town of Frisco - Monthly Sales Tax Report**

<u>Restaurants</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		<u>Change in \$</u>
January	103,336	123,808	138,059	140,750	156,201	10.98%	15451
February	100,782	122,488	133,274	137,809	149,301	8.34%	11492 #
March	133,737	144,212	151,570	165,067	172,194	4.32%	7127
April	78,405	74,813	88,629	80,381	92,165	<b>14.66%</b>	<b>11784</b>
May	56,115	60,260	70,262	79,434			
June	88,158	98,021	119,444	136,345			
July	129,813	153,430	169,660	158,493			
August	109,970	141,945	167,364	159,088			
September	109,745	109,126	125,781	128,645			
October	75,534	90,225	84,887	89,351			
November	64,463	78,024	79,326	82,926			
December	116,864	130,367	138,261	141,064			
<b>Total</b>	<b>\$1,166,922</b>	<b>\$1,326,719</b>	<b>\$1,466,517</b>	<b>\$1,499,353</b>	<b>\$569,861</b>	<b>8.75%</b>	<b>45854</b>

<u>Hotels &amp; Inns</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	50,262	54,785	60,600	64,623	60,926	-5.72%	(3697)
February	50,375	62,759	70,275	75,564	65,361	-13.50%	(10203)
March	60,740	70,375	66,762	67,259	78,498	16.71%	11239
April	39,662	26,345	36,272	27,374	20,071	<b>-26.68%</b>	<b>(7303)</b>
May	18,938	16,311	15,644	15,695			
June	28,027	37,136	33,721	34,961			
July	47,085	51,338	55,083	54,072			
August	41,934	46,645	45,372	46,517			
September	30,846	35,373	38,028	38,566			
October	19,819	20,487	22,071	21,741			
November	25,445	21,640	20,427	17,926			
December	56,659	63,676	59,899	54,167			
<b>Total</b>	<b>\$469,792</b>	<b>\$506,870</b>	<b>\$524,154</b>	<b>\$518,465</b>	<b>\$224,856</b>	<b>-4.24%</b>	<b>(9964)</b>

<u>Vacation Rntl</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	19,558	20,546	30,646	25,276	46,147	82.57%	20871
February	17,033	22,195	23,104	32,150	39,981	24.36%	7831
March	58,871	68,814	80,560	97,491	111,099	13.96%	13608
April	9,681	9,400	11,939	11,480	17,470	<b>52.18%</b>	<b>5990</b>
May	2,485	3,765	946	7,252			
June	12,129	16,978	15,275	24,430			
July	10,771	13,125	16,337	20,191			
August	8,508	9,918	12,902	14,905			
September	19,017	22,996	27,228	39,637			
October	3,850	1,916	7,170	12,026			
November	5,791	7,037	8,011	22,146			
December	43,685	45,672	58,489	73,342			
<b>Total</b>	<b>\$211,379</b>	<b>\$242,362</b>	<b>\$292,607</b>	<b>\$380,326</b>	<b>\$214,697</b>	<b>29.03%</b>	<b>48300</b>

<u>Grocery</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	70,024	140,246	153,153	170,886	177,768	4.03%	6882
February	70,258	137,865	148,305	165,669	173,670	4.83%	8001
March	76,500	144,155	154,072	181,072	197,143	8.88%	16071
April	60,590	112,876	119,076	142,933	130,291	<b>-8.84%</b>	<b>(12642)</b>
May	97,380	76,414	84,800	101,259			
June	101,576	92,284	106,376	119,132			
July	163,734	133,132	169,321	157,304			
August	128,309	207,378	228,754	272,161			
September	115,078	127,602	186,582	154,227			
October	78,833	103,790	102,128	106,158			
November	94,422	100,390	116,365	97,386			
December	149,835	150,928	159,419	259,177			
<b>Total</b>	<b>\$1,206,539</b>	<b>\$1,527,060</b>	<b>\$1,728,351</b>	<b>\$1,927,364</b>	<b>\$678,872</b>	<b>2.77%</b>	<b>18312</b>

<u>Retail -Gnrl</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	131,266	134,380	142,397	142,695	156,082	9.38%	13387
February	119,736	119,483	126,400	125,800	135,324	7.57%	9524
March	140,816	146,602	148,339	146,621	169,423	15.55%	22802
April	104,528	100,391	103,805	115,380	107,993	<b>-6.40%</b>	<b>(7387)</b>
May	103,037	106,097	111,790	110,343			
June	130,850	136,153	147,974	150,766			
July	142,153	151,700	163,840	161,460			
August	137,315	140,918	149,761	149,692			

September	124,958	126,401	125,594	138,046		
October	107,498	136,545	127,889	119,127		
November	131,649	123,486	131,388	142,805		
December	177,389	189,409	184,112	198,047		
<b>Total</b>	<b>\$1,551,195</b>	<b>\$1,611,565</b>	<b>\$1,663,289</b>	<b>\$1,700,782</b>	<b>\$568,822</b>	<b>7.22% 38326</b>

<b>Arts/Crafts</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	1,378	940	648	318	163	-48.74%	(155)
February	2,683	1,453	2,984	244	30	-87.70%	(214)
March	1,903	1,941	703	784	1,776	126.53%	992
April	902	1,061	665	3,478	56	-98.39%	(3422)
May	1,430	824	638	277			
June	2,404	1,466	1,296	633			
July	2,719	2,202	1,590	1,378			
August	3,762	3,616	6,859	5,595			
September	6,624	7,918	1,815	979			
October	989	1,787	218	410			
November	911	1,142	663	38			
December	2,265	2,565	1,412	1,814			
<b>Total</b>	<b>\$27,970</b>	<b>\$26,915</b>	<b>\$19,491</b>	<b>\$15,948</b>	<b>\$2,025</b>	<b>-58.02%</b>	<b>(2799)</b>

<b>Automotive</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	26,985	30,373	37,268	34,626	28,339	-18.16%	(6287)
February	12,128	24,858	25,379	23,245	23,055	-0.82%	(190) ##
March	23,724	25,806	25,220	25,450	23,886	-6.15%	(1564)
April	22,222	25,337	28,611	23,487	23,770	1.20%	283
May	22,627	24,080	26,745	24,989			
June	24,829	26,537	27,009	31,874			
July	28,006	34,525	30,145	32,522			
August	31,675	31,481	34,226	34,581			
September	26,275	28,013	31,170	27,669			
October	36,894	28,581	34,176	41,342			
November	23,331	36,699	33,763	32,893			
December	43,739	22,378	39,044	30,384			
<b>Total</b>	<b>\$322,435</b>	<b>\$338,668</b>	<b>\$372,756</b>	<b>\$363,062</b>	<b>\$99,050</b>	<b>-7.26%</b>	<b>(7758)</b>

<b>Clothing</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	5,702	6,066	7,316	8,757	12,634	44.27%	3877
February	6,785	7,887	10,476	11,819	9,995	-15.43%	(1824)
March	9,837	11,828	11,576	16,478	14,832	-9.99%	(1646)
April	5,505	4,588	8,145	5,047	8,061	59.72%	3014
May	6,688	5,346	6,956	11,026			
June	11,383	11,772	13,912	16,222			
July	16,274	16,546	21,339	22,573			
August	12,992	15,228	18,253	19,487			
September	14,351	15,760	17,476	20,336			
October	7,574	7,723	9,580	11,300			
November	6,864	6,602	6,236	8,621			
December	13,526	15,419	21,644	19,570			
<b>Total</b>	<b>\$117,481</b>	<b>\$124,765</b>	<b>\$152,909</b>	<b>\$171,236</b>	<b>\$45,522</b>	<b>8.13%</b>	<b>3421</b>

<b>Furnishings</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	11,837	16,791	20,878	22,719	29,351	29.19%	6632
February	12,286	18,231	20,521	19,223	26,323	36.93%	7100
March	18,981	15,287	24,373	25,798	28,089	8.88%	2291
April	9,434	12,560	19,930	12,315	12,818	4.08%	503
May	16,282	16,083	20,545	20,607			
June	18,333	23,036	24,167	25,230			
July	19,816	25,180	25,821	39,353			
August	23,877	21,653	29,061	30,813			
September	24,741	23,616	29,937	46,867			
October	20,337	18,569	33,785	29,650			
November	24,645	23,175	27,183	29,019			
December	25,315	29,734	45,303	37,822			
<b>Total</b>	<b>\$225,884</b>	<b>\$243,915</b>	<b>\$321,504</b>	<b>\$339,416</b>	<b>\$96,581</b>	<b>20.64%</b>	<b>16526</b>

<b>Gifts</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	6,342	9,042	7,808	6,637	11,369	71.30%	4732
February	7,219	7,293	8,675	7,974	7,254	-9.03%	(720)
March	8,253	11,627	11,213	11,591	11,813	1.92%	222
April	7,898	5,190	6,519	6,878	6,567	-4.52%	(311)
May	3,374	5,036	5,376	5,058			

June	9,733	9,219	9,752	11,294		
July	13,267	14,397	15,760	13,126		
August	9,232	10,777	12,240	12,876		
September	14,827	10,816	13,345	11,731		
October	7,250	8,859	8,141	7,872		
November	5,989	6,270	8,045	7,408		
December	13,960	16,344	18,320	15,876		
<b>Total</b>	<b>\$107,344</b>	<b>\$114,870</b>	<b>\$125,194</b>	<b>\$118,321</b>	<b>\$37,003</b>	<b>11.86%</b> <b>3923</b>

<b>HomeImprove</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	15,237	20,378	18,844	22,471	19,894	-11.47%	(2577)
February	15,734	14,208	20,598	1,091	44,950	4020.07%	43859
March	21,660	23,202	25,375	41,251	37,378	-9.39%	(3873)
April	16,427	18,705	23,179	34,112	36,382	6.65%	2270
May	25,965	32,094	32,369	41,625			
June	44,022	43,476	55,720	63,439			
July	30,089	37,552	40,048	45,246			
August	31,389	30,749	46,690	56,190			
September	47,225	56,080	45,570	67,264			
October	32,594	30,274	43,848	48,019			
November	20,433	29,620	37,462	38,337			
December	38,804	34,166	38,477	43,967			
<b>Total</b>	<b>\$339,579</b>	<b>\$370,504</b>	<b>\$428,180</b>	<b>\$503,012</b>	<b>\$138,604</b>	<b>40.11%</b>	<b>39679</b>

<b>Liquor</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	21,789	29,879	34,109	34,908	37,193	6.55%	2285
February	23,806	31,520	37,225	38,396	39,724	3.46%	1328
March	24,489	30,811	36,457	38,847	42,443	9.26%	3596
April	13,200	19,425	19,790	19,673	19,296	-1.92%	(377)
May	11,980	15,038	16,886	17,900			
June	16,440	21,180	25,571	26,991			
July	23,330	31,359	35,464	34,824			
August	21,650	25,425	29,872	23,802			
September	14,838	22,070	24,853	26,368			
October	13,223	17,541	18,987	18,851			
November	16,392	21,046	23,545	24,361			
December	31,128	41,152	43,585	46,989			
<b>Total</b>	<b>\$232,265</b>	<b>\$306,446</b>	<b>\$346,344</b>	<b>\$351,910</b>	<b>\$138,656</b>	<b>5.18%</b>	<b>6832</b>

<b>Office</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	2,395	2,561	2,419	2,984	3,640	21.98%	656
February	1,780	2,850	2,471	3,231	2,799	-13.37%	(432)
March	4,799	3,084	3,316	3,862	3,882	0.52%	20
April	2,842	3,132	2,244	2,453	3,248	32.41%	795
May	2,398	1,958	2,400	3,104			
June	3,156	2,485	2,822	4,482			
July	2,712	2,225	2,824	3,302			
August	2,268	2,499	2,977	3,265			
September	3,381	3,427	4,314	4,539			
October	2,212	2,654	3,186	3,434			
November	2,952	2,396	3,102	3,364			
December	3,536	5,383	5,818	6,278			
<b>Total</b>	<b>\$34,431</b>	<b>\$34,654</b>	<b>\$37,893</b>	<b>\$44,298</b>	<b>\$13,569</b>	<b>8.29%</b>	<b>1039</b>

<b>Health/Beauty</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	1,499	2,586	5,808	3,561	7,074	98.65%	3513
February	1,696	1,616	3,653	7,724	3,295	-57.34%	(4429)
March	9,426	5,434	7,078	6,870	5,994	-12.75%	(876)
April	1,527	2,533	3,769	3,851	4,237	10.02%	386
May	1,561	2,875	3,572	3,680			
June	2,791	5,122	5,849	6,018			
July	1,321	2,532	3,547	3,744			
August	1,352	2,263	4,099	3,721			
September	4,373	7,258	6,144	5,453			
October	1,263	1,845	3,666	2,710			
November	2,239	1,882	3,552	2,826			
December	7,586	6,728	6,966	6,916			
<b>Total</b>	<b>\$36,634</b>	<b>\$42,674</b>	<b>\$57,703</b>	<b>\$57,074</b>	<b>\$20,600</b>	<b>-6.39%</b>	<b>(1406)</b>

<b>Recreation</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	31,680	26,830	39,025	48,459	42,007	-13.31%	(6452)
February	35,013	45,237	38,817	44,530	48,795	9.58%	4265



March	45,072	53,634	50,045	53,565	59,541	11.16%	5976
April	15,844	15,578	16,752	20,888	16,770	-19.71%	(4118)
May	10,563	11,669	19,650	14,608			
June	29,602	36,185	34,470	35,604			
July	19,807	22,065	28,445	42,432			
August	19,366	23,953	33,707	4,322			
September	18,929	27,795	23,680	22,731			
October	8,462	15,781	12,161	10,447			
November	19,462	21,554	18,903	17,648			
December	52,494	57,921	60,891	54,047			
<b>Total</b>	<b>\$306,294</b>	<b>\$358,202</b>	<b>\$376,546</b>	<b>\$369,281</b>	<b>\$167,113</b>	<b>-0.20%</b>	<b>(329)</b>

<u>Utility</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	46,904	51,370	48,906	49,663	44,089	-11.22%	(5574)
February	41,865	42,255	39,071	41,972	44,868	6.90%	2896
March	39,412	41,961	40,585	42,460	39,552	-6.85%	(2908)
April	36,330	33,246	34,472	34,060	34,859	2.35%	799
May	32,140	29,498	28,371	29,576			
June	27,021	26,961	26,823	31,178			
July	25,519	27,369	16,705	34,970			
August	27,264	27,227	30,946	34,989			
September	27,002	25,370	27,369	18,689			
October	29,833	27,653	29,297	28,058			
November	24,978	26,771	37,326	31,353			
December	42,320	43,814	41,028	38,566			
<b>Total</b>	<b>\$400,588</b>	<b>\$403,495</b>	<b>\$400,899</b>	<b>\$415,534</b>	<b>\$163,368</b>	<b>-2.85%</b>	<b>(4787)</b>

<u>Marijuana</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	9,733	14,309	24,010	31,168	27,131	-12.95%	(4037)
February	8,541	20,072	22,824	25,041	26,085	4.17%	1044
March	9,680	15,930	25,726	28,648	29,899	4.37%	1251
April	9,011	15,011	15,819	16,147	16,065	-0.51%	(82)
May	5,943	9,480	10,559	11,489			
June	6,845	11,318	13,787	15,041			
July	9,023	17,586	19,387	18,086			
August	7,904	15,034	19,542	19,409			
September	6,933	12,761	15,544	16,677			
October	5,562	11,563	14,585	15,612			
November	5,778	10,236	8,481	14,784			
December	11,305	19,464	22,820	24,375			
<b>Total</b>	<b>\$96,258</b>	<b>\$172,764</b>	<b>\$213,084</b>	<b>\$236,477</b>	<b>\$99,180</b>	<b>-1.81%</b>	<b>(1824)</b>

<u>Summary</u>	<u>2014*</u>	<u>2015*</u>	<u>2016*</u>	<u>2017*</u>	<u>2018</u>		
January	546,194	670,581	771,894	810,501	860,008	6.11%	49507
February	519,179	662,198	734,052	761,482	840,810	10.42%	79328
March	678,220	798,773	862,970	953,114	1,027,442	7.80%	74328
April	424,997	465,180	539,616	559,937	550,119	-1.75%	(9818)
May	412,963	407,348	457,509	497,922	0		
June	550,454	588,011	663,968	733,640	0		
July	676,416	718,677	815,316	843,076	0		
August	610,863	741,675	872,625	891,413	0		
September	602,210	649,621	744,430	768,424	0		
October	446,165	514,230	555,775	566,108	0		
November	469,966	507,734	563,778	573,841	0		
December	819,105	855,656	945,488	1,052,401	0		
<b>Total</b>	<b>\$6,756,732</b>	<b>\$7,579,684</b>	<b>\$8,527,421</b>	<b>\$9,011,859</b>	<b>\$3,278,379</b>	<b>6.27%</b>	<b>193345</b>

YTD 2017 **\$3,085,034**  
YTD \$ Difference **\$193,345**  
YTD Change **6.27%**

\* Totals include late penalties & interest...

\*\*\*\*\* Beginning January 2014, medicinal marijuana sales tax will be removed from the Health/Beauty category and reported in a new category, along with retail marijuana sales tax

# A significant collection from prior periods occurred in the Restaurant category in February of 2013, inflating totals reported in that period and leading to a significant decline in 2014

## Based on a vendor's incorrectly filed returns at the State level, the Dept. of Revenue redistributed a significant amount of County sales tax in the Automotive category for February of 2014

**TOWN OF FRISCO  
PROCLAMATION  
DESIGNATION OF JULY AS PARK AND RECREATION MONTH**

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including The Town of Frisco; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the Town of Frisco recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, I GARY WILKINSON, MAYOR OF THE TOWN OF FRISCO, COLORADO DO HEREBY OFFICIALLY PROCLAIM JULY 2018 RECOGNIZED AS PARK AND RECREATION MONTH IN THE TOWN OF FRISCO.

DATED THIS 26<sup>TH</sup> DAY OF JUNE, 2018.

TOWN OF FRISCO

By: \_\_\_\_\_  
Gary Wilkinson, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk

**RECORD OF PROCEEDINGS  
MINUTES OF THE REGULAR MEETING  
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO  
JUNE 12, 2018**

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

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

**Absent:** Rick Ihnken  
Deborah Shaner

**Public Comment:**

There was no public comment.

**Council Comment:**

Council member Mortensen thanked public safety workers for their efforts at the Buffalo Mountain Fire.

Mayor Wilkinson thanked staff for their work on Rock the Dock, Run the Rockies, and the BBQ Challenge.

**Appointments:**

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPOINT FOR FOUR YEAR TERMS DONNA SKUPIEN, ANDREW STABILE, ANDREW HELD, AND LINA LESMES; AND APPOINT ROBERT FRANKEN TO THE TWO YEAR TERM. SECOND, COUNCIL MEMBER BURLEY. VOTE:**

<b>BURLEY</b>	<b>YEA</b>	<b>SHANER</b>	<b>ABSENT</b>
<b>FALLON</b>	<b>YEA</b>	<b>SHERBURNE</b>	<b>YEA</b>
<b>IHNKEN</b>	<b>ABSENT</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**Consent Agenda:**

Minutes May 22, 2018 Meeting  
IGA with Summit County for Exit 203 Study Funding  
Acceptance of a Public Drainage Easement for the Kum & Go development project over the property located at 55 Lusher Court and legally described as Lot 2B, Block A, Discovery Interchange West Subdivision

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

<b>BURLEY</b>	<b>YEA</b>	<b>SHANER</b>	<b>ABSENT</b>
<b>FALLON</b>	<b>YEA</b>	<b>SHERBURNE</b>	<b>YEA</b>
<b>IHNKEN</b>	<b>ABSNET</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**New Business:**

Agenda Item #1: New Retail 3.2% Off Premise Beer License – Whole Foods Market Rocky Mountain / Southwest L.P. dba Whole Foods Market 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

Representatives of Whole Foods requested that the public hearing be postponed to the July 10<sup>th</sup> meeting due to I-70 road closures caused by the Buffalo Mountain Fire. Legal counsel and petitioning company representatives were unable to attend the meeting as a result of the road closure.

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO CONTINUE THE PUBLIC HEARING FOR THE APPLICATION FOR A NEW RETAIL 3.2% OFF PREMISE BEER LICENSE – WHOLE FOODS MARKET ROCKY MOUNTAIN / SOUTHWEST L.P. DBA WHOLE FOODS MARKET TO THE JULY 10TH. SECOND, COUNCIL MEMBER BURLEY. VOTE:**

<b>BURLEY</b>	<b>YEA</b>	<b>SHANER</b>	<b>ABSENT</b>
<b>FALLON</b>	<b>YEA</b>	<b>SHERBURNE</b>	<b>YEA</b>
<b>IHNKEN</b>	<b>ABSENT</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

Agenda Item #2: MARINA MASTER PLAN UPDATE STAFF: DIANE MCBRIDE

Assistant Town Manager Diane McBride provided a Marina Master Plan update.

Agenda Item #3: First Reading Ordinance 18-05, an Ordinance Approving the Sale of Certain Real Property Owned by the Town and Legally Described Lot 4, Block 2, Bills Ranch, Also Known as 821 Pitkin Street No. 4, Frisco, Colorado, Summit County, Colorado STAFF: BONNIE MOINET 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

Finance Director Bonnie Moinet indicated that this is an ordinance authorizing the sale of 821 Pitkin Street Unit 4. The Town has an opportunity to sell the Property at a purchase price that is 100% of the 2018 Summit County Area Median Income, subject to the terms and conditions set forth in the Restrictive Covenant and Notice of Lien imposed upon this unit to preserve and maintain the unit as affordable housing in perpetuity. Colorado Revised Statutes § 31-15-713(b) authorizes the Town to sell real property, by ordinance, upon such terms and conditions as the Town Council may determine at a regular meeting. The Town Council has determined that it is in the best interests of the Town to sell the Property upon the terms and conditions set forth in the Agreement for Purchase and Sale of Real Property between the Town of Frisco and Casey J. Farrell and Calle McCartney. Mayor

Wilkinson opened public comment at 7:54 p.m. There being no public comment, Mayor Wilkinson closed public comment at 7:55 p.m.

**MOTION: COUNCIL MEMBER BURLEY MOVED APPROVE THE FIRST READING ORDINANCE 18-05, AN ORDINANCE APPROVING THE SALE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN AND LEGALLY DESCRIBED LOT 4, BLOCK 2, BILLS RANCH, ALSO KNOWN AS 821 PITKIN STREET NO. 4, FRISCO, COLORADO, SUMMIT COUNTY, COLORADO. SECOND, COUNCIL MEMBER FALLON. VOTE:**

<b>BURLEY</b>	<b>YEA</b>	<b>SHANER</b>	<b>ABSENT</b>
<b>FALLON</b>	<b>YEA</b>	<b>SHERBURNE</b>	<b>YEA</b>
<b>IHNKEN</b>	<b>ABSENT</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**Old Business:**

Agenda Item #4: Second Reading Ordinance 18-04, an Ordinance Amending Chapter 142 of the Code of Ordinances of the Town of Frisco, Concerning the Vacation of Public Property, to Adopt New Regulations Concerning the Zoning of Vacated Roadways STAFF: BILL GIBSON1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Community Development Assistant Director Bill Gibson stated that the proposed ordinance would amend the Town Code concerning the vacation of public right-of-ways such that a vacated right-of-way area would expressly take on the zoning classification of the land to which it attaches and to which the code requires that it be platted. Additionally, under state statute, and by the reference to that statute contained in the Town Code, title to a vacated area of right-of-way is to vest in the owner of the land immediately adjacent to the vacated area. Additionally Mr. Gibson stated that the Town Code (at Section 142-14) requires that an owner of such adjacent property take all steps necessary to include the vacated area within the plat of the adjacent land. In this situation, Town staff members have reasonably interpreted the code such that the vacated area takes on the zoning classification of the lot of which it becomes a part. Mr. Gibson indicated that Council was being provided with a revised ordinance that corrects references to other citations in the Town's code. Mayor Wilkinson opened public comment at 7:58 p.m. There being no public comment, Mayor Wilkinson closed public comment at 7:59 p.m.

**MOTION: COUNCIL MEMBER MORTENSEN MOVED APPROVE THE SECOND READING OF ORDINANCE 18-04, AN ORDINANCE AMENDING CHAPTER 142 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE VACATION OF PUBLIC PROPERTY, TO ADOPT NEW REGULATIONS CONCERNING THE ZONING OF VACATED ROADWAYS AND TO AMEND PROVISIONS CONTAINING A CROSS-REFERENCE TO OTHER SECTIONS OF THE FRISCO CODE. SECOND, COUNCIL MEMBER SHERBURNE. VOTE:**

<b>BURLEY</b>	<b>YEA</b>	<b>SHANER</b>	<b>ABSENT</b>
<b>FALLON</b>	<b>YEA</b>	<b>SHERBURNE</b>	<b>YEA</b>
<b>IHNKEN</b>	<b>ABSENT</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**Executive Session:**

Agenda Item #5: C.R.S. 24-6-402(4)(e), Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Base Camp

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO ENTER AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4)(E), DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS; DEVELOPING STRATEGY FOR NEGOTIATIONS; AND INSTRUCTING NEGOTIATORS REGARDING BASE CAMP. SECOND, COUNCIL MEMBER FALLON. VOTE:**

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

**COUNCIL MEMBER SHERBURNE RECUSED HERSELF DUE TO A CONFLICT OF INTEREST.**

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO EXIT AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4)(E), DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS; DEVELOPING STRATEGY FOR NEGOTIATIONS; AND INSTRUCTING NEGOTIATORS REGARDING BASE CAMP. SECOND, COUNCIL MEMBER FALLON. VOTE:**

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

**Adjourn:**

There being no further business, the meeting adjourned at 8:30p.m.

Respectfully Submitted,

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Deborah Wohlmuth, CMC  
Town Clerk

**Visa P-Card Statement 5-28-2018**

Transaction Date	Supplier - Name	Tr Line Amount	GL Coding	Transaction - Description
05/06/2018	2americas Cntr10202307	14.75	10-1115-4227	Conference - Meal
05/16/2018	4imprint	1652.46	80-8000-4588	Run the Rockies Goody Bags
05/14/2018	A&a Topper Sales Littleto	1375.00	20-2000-4101	Camper shell
05/14/2018	Aaa Colorado Inc-R	3485.00	10-1118-4265	May/June BBQ ad
05/02/2018	Abbey's Coffee	6.50	10-1118-4227	Coffee meeting
05/25/2018	Abbey's Coffee	4.96	10-1140-4227	Summer Events meeting with Island Grill
05/04/2018	Ace Equipment And Supply	537.60	10-1133-4205	Cat broom wafers
05/09/2018	Adm/shop Denver Museum	135.00	10-1150-4605	Field Trip Deposit
05/09/2018	Adm/shop Denver Museum	135.00	10-1150-4605	Field Trip Deposit
05/17/2018	Afr Web Sale 575-377-4412	257.26	10-1150-4227	Training - lodging
05/16/2018	Aia Products / Dues	60.00	20-2000-5069	Public Works expansion contract documents
05/16/2018	Aia Products / Dues	19.99	40-4000-4444	Public Works expansion contract documents
05/16/2018	Aia Products / Dues	60.00	20-2000-5069	Public Works expansion contract documents
05/16/2018	Aia Products / Dues	19.99	40-4000-4444	Public Works expansion contract documents
05/16/2018	Aia Products / Dues	22.50	20-2000-5069	Public Works expansion contract documents
05/16/2018	Aia Products / Dues	7.49	40-4000-4444	Public Works expansion contract documents
05/21/2018	Alpinaire Healthcare	15.00	10-1160-4401	O2 Tank Rental and Maintenance for FAP First Aid Room
05/16/2018	AlSCO Inc.	135.69	10-1125-4477	Mat Service
05/16/2018	AlSCO Inc.	340.42	10-1160-4401	Rug and Rag Cleaning and Replacement for FAP Day Lodge
05/16/2018	AlSCO Inc.	263.51	10-1133-4270	Uniforms
05/09/2018	Alwaysmountaintime	4.20	10-1160-4265	Winter Adventure Park radio advertising
05/11/2018	Alwaysmountaintime	500.00	10-1150-4265	Digital advertising for Run the Rockies
04/27/2018	Amazon Mktplace Prmts	107.99	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
04/28/2018	Amazon Mktplace Prmts	78.29	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/01/2018	Amazon Mktplace Prmts	29.95	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/02/2018	Amazon Mktplace Prmts	140.99	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/02/2018	Amazon Mktplace Prmts	9.00	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/04/2018	Amazon Mktplace Prmts	38.92	80-8000-4588	Safety pins for races
05/05/2018	Amazon Mktplace Prmts	69.99	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/05/2018	Amazon Mktplace Prmts	26.97	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/07/2018	Amazon Mktplace Prmts	55.00	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/08/2018	Amazon Mktplace Prmts	74.35	10-1119-4703	Office fan

05/10/2018	Amazon Mktplace Prmts	199.18	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/10/2018	Amazon Mktplace Prmts	119.82	10-1121-4270	3 wire ear pieces
05/11/2018	Amazon Mktplace Prmts	46.66	90-9000-4201	Boot for Parking
05/14/2018	Amazon Mktplace Prmts	58.95	10-1160-4221	Cigarette Butt Receptacle for FAP
05/16/2018	Amazon Mktplace Prmts	37.89	10-1132-4207	Cutting saw blade
05/17/2018	Amazon Mktplace Prmts	13.99	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/17/2018	Amazon Mktplace Prmts	6.99	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/21/2018	Amazon Mktplace Prmts	31.98	90-9000-4270	FAP - End of Season Purchase for staff with pooled gratuities
05/21/2018	Amazon Mktplace Prmts	15.95	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/21/2018	Amazon Mktplace Prmts	17.95	10-1121-4218	Range
05/24/2018	Amazon Mktplace Prmts	27.64	10-1132-4207	Battery storage case
05/28/2018	Amazon Mktplace Prmts	55.00	10-1132-4207	Drill bits
05/10/2018	Amazon Mktplace Prmts Www.	15.90	10-1121-4270	PD - Uniforms
05/15/2018	Amazon Mktplace Prmts Www.	86.98	10-1132-4207	GFCI's; Jig saw blades
05/25/2018	Amazon Mktplace Prmts Www.	37.99	10-1160-4225	Soap Dispenser for FAP Kitchen
05/26/2018	Amazon Mktplace Prmts Www.	56.51	80-8000-4588	Power inverter for Run the Rockies
05/27/2018	Amazon Mktplace Prmts Www.	39.95	90-9000-4890	Floating Peacock for Timberline Regatta
05/19/2018	Amazon.Com	121.54	10-1121-4270	Uniform boots
05/23/2018	Amazon.Com	11.48	10-1132-4207	Cement glue
05/26/2018	Amazon.Com Amzn.Com/bill	66.05	80-8000-4588	Auger/drill bits for Run the Rockies
05/03/2018	American Adventures, Llc	4500.00	10-1118-4265	1/2 page Go Escape- The Rockies
04/26/2018	American Assoc Of Museum	60.00	10-1125-4210	Museum Salary Survey
05/01/2018	American Assoc Of Museum	250.00	10-1125-4893	Core Doc Verification Fee
05/08/2018	American Public Works	25.00	10-1131-4227	Flagger class - registration
05/08/2018	Apa-Membership Online	701.00	10-1119-4210	Annual membership dues
05/16/2018	Apl* Itunes.Com/bill	5.09	10-1150-4605	Pandora Subscription
05/16/2018	At&t*bill Payment	35.00	10-1110-4203	Personal cell phone stipend
05/22/2018	Avngate*malwarebytes	49.99	10-1110-4704	Malware license - HR desk
04/28/2018	Axs.Com*denver Co	169.35	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
04/28/2018	Backcountry.Com	43.34	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/18/2018	Best Western Plus Plaza	131.51	40-4000-4227	Training - lodging
05/19/2018	Best Western Plus Plaza	131.51	40-4000-4227	Training - lodging
05/23/2018	Best Western Plus Plaza	-12.51	40-4000-4227	Training - lodging
05/19/2018	Boaterexam Usa	75.00	90-9000-4227	Training - registration
05/23/2018	Boaterexam Usa	75.00	90-9000-4227	Training - registration



04/27/2018	Boats.Net	28.31	90-9000-4892	Parts for work order.
05/24/2018	Bread Salt	35.00	10-1125-4227	Donor-Sponsor Thank You Lunch
05/09/2018	Breckenridge Build	97.65	10-1132-4207	Shed part replacement
05/09/2018	Breckenridge Lasergraphic	345.00	10-1110-4233	TOF Window Envelopes
05/01/2018	Broadcast Music Inc	349.00	10-1140-4210	BMI Licensing
05/21/2018	Brp US Inc	1118.09	90-9000-4260	Spring oil back order release order for rental fleet.
05/21/2018	Butterhorn Bakery And Caf	60.00	10-1119-4227	Staff recognition
05/23/2018	Butterhorn Bakery And Caf	39.60	80-8000-4268	Volunteer lunch
05/12/2018	Cabelas.Com	595.33	90-9000-4270	Dock Uniform Shirts
05/18/2018	Cafe Rio Longmont	13.36	40-4000-4227	Training - meal
05/03/2018	Carquest 3948	49.79	10-1133-4205	Filters
05/03/2018	Carquest 3948	9.45	10-1133-4205	Filter
05/07/2018	Carquest 3948	87.35	10-1133-4205	Shop supplies; Sensor for #11-01
05/17/2018	Carquest 3948	16.69	10-1133-4205	Shop supplies
05/24/2018	Carquest 3948	239.15	10-1133-4205	Hydraulic oil for inventory
05/01/2018	Cc Garage-3036401096	6.00	10-1125-4227	Parking Fee - Cultural Center
05/10/2018	Cdw Govt #2018 Tablets	6122.10	10-1110-4704	Tablets
05/16/2018	Cdw Govt #2018 Wifi Up	1374.00	20-2000-4102	Wi-fi capitol project
05/17/2018	Cdw Govt #2018 Wifi Up	6120.00	20-2000-4102	Wi-fi capitol project equipment
05/17/2018	Cdw Govt #2018 Wifi Up	339.92	20-2000-4102	Wi-fi capitol project equipment
05/16/2018	Cdw Govt #marina Wifi	302.00	90-9000-4704	Marina wi-fi equipment
05/17/2018	Cdw Govt #marina Wifi	947.00	90-9000-4704	Marina wi-fi equipment
05/17/2018	Central State Hose	352.28	10-1131-4403	Fire-hose
05/09/2018	Centurylink/Speedpay	1602.32	10-1110-4203	TH lines
05/09/2018	Centurylink/Speedpay	451.35	40-4000-4203	WTP lines
05/09/2018	Centurylink/Speedpay	234.19	80-8000-4203	VIC lines
05/09/2018	Centurylink/Speedpay	367.44	90-9000-4203	Marina lines
05/09/2018	Centurylink/Speedpay	35.36	90-9000-4401	Marina utilities
05/09/2018	Centurylink/Speedpay	149.88	10-1110-4226	Website
05/12/2018	Centurylink/Speedpay	182.13	10-1110-4203	Long distance
05/18/2018	Chick-Fil-A #02185	13.42	40-4000-4227	Training - meal

05/02/2018	Cloud Cover Music	17.95	80-8000-4233	May Music Service
05/04/2018	Co Dept Of Public	38.50	10-1115-3204	Liquor fingerprints - Conoco
05/01/2018	Co Motor Parts 0026866	18.02	10-1160-4207	Floor Dry
05/02/2018	Co Motor Parts 0026866	44.38	10-1133-4205	Taylor trailer parts
05/08/2018	Co Motor Parts 0026866	19.16	10-1133-4205	Lights for trailers
05/16/2018	Co Motor Parts 0026866	72.64	90-9000-4201	Three ball hitch for new extension and rubber gloves for working.
05/18/2018	Co Motor Parts 0026866	13.85	10-1133-4205	Fuel cap for #09-04
05/21/2018	Co Motor Parts 0026866	26.54	10-1133-4205	Headlight bulbs for inventory
05/23/2018	Co Motor Parts 0026866	15.00	10-1133-4205	Shop supplies
05/17/2018	Co Motor Vehicle S	34.45	10-1133-4205	Plates for new pick-ups
05/15/2018	Co Summit Cnty Srv	39.62	10-1110-4233	Recording fees
05/17/2018	Co Summit Cnty Srv	44.73	10-1110-4233	Recording fees
05/09/2018	Colorado Analytical	120.00	40-4000-4250	Lead and copper testing
05/14/2018	Colorado Analytical	30.00	40-4000-4250	Lead and copper tests
05/17/2018	Colorado Analytical	1065.00	40-4000-4250	Required water testing
05/17/2018	Colorado Analytical	420.00	40-4000-4250	Water tests
05/04/2018	Colorado Mtn News Media	38.86	10-1119-4265	PC Noticing
05/10/2018	Colorado Mtn News Media	275.00	10-1118-4265	April gov backyard page
05/10/2018	Colorado Mtn News Media	744.44	10-1118-4265	Digital advertising and Easter Egg Hunt ad
05/10/2018	Colorado Mtn News Media	99.00	10-1160-4265	Front page Adventure Park ad
05/10/2018	Colorado Mtn News Media	617.40	10-1170-4265	Equipment sale ads Nordic Center
05/15/2018	Colorado Mtn News Media	2000.00	10-1118-4265	Digital advertising Everything Colorado
05/15/2018	Colorado Mtn News Media	205.80	10-1110-4276	Coffee Talk
05/15/2018	Colorado Mtn News Media	102.90	10-1111-4227	Town Council Reception
05/15/2018	Colorado Mtn News Media	411.60	20-2000-5066	Nordic Citizen outreach
05/15/2018	Colorado Mtn News Media	411.60	90-9000-4444	Marina Master Plan Outreach
05/15/2018	Colorado Mtn News Media	411.60	20-2000-5077	Skate Park Outreach
05/16/2018	Colorado Mtn News Media	3081.54	10-1110-4265	Recruiting ads in the Summit Daily
05/21/2018	Colorado Mtn News Media	137.20	10-1131-4265	Paving ads
05/21/2018	Colorado Mtn News Media	24.75	10-1115-4265	Legal notices
05/08/2018	Colorado Municipal League	269.00	10-1111-4227	CML - Conference registration
05/13/2018	Comcast Cable Comm	755.28	90-9000-4203	Marina cable
05/13/2018	Comcast Cable Comm	286.10	80-8000-4203	VIC cable
05/13/2018	Comcast Cable Comm	1342.41	10-1110-4203	All other cable
04/28/2018	Comcast Denver Cs 1x	126.99	10-1132-4401	Cable/Internet - 112 Main Street
05/04/2018	Cornwell Tools	1695.00	10-1133-4271	New automotive scan tool

05/04/2018	Craigslist.Org	5.00	10-1118-4265	Fraudulent charge- reported (will be credited)
05/04/2018	Craigslist.Org	5.00	10-1118-4265	Fraudulent charge- reported (will be credited)
05/04/2018	Craigslist.Org	5.00	10-1118-4265	Fraudulent charge- reported (will be credited)
05/05/2018	Craigslist.Org	-5.00	10-1118-4265	Fraudulent charge- reported (will be credited)
05/05/2018	Craigslist.Org	-5.00	10-1118-4265	Fraudulent charge- reported (will be credited)
05/05/2018	Craigslist.Org	-5.00	10-1118-4265	Fraudulent charge- reported (will be credited)
05/05/2018	Craigslist.Org	10.00	10-1110-4265	Recruiting ads
05/05/2018	Craigslist.Org	10.00	10-1110-4265	Recruiting ads
05/05/2018	Craigslist.Org	10.00	10-1110-4265	Recruiting ads
05/24/2018	Crown Technology, Llc	1485.42	10-1131-4403	Crosswalk material
05/04/2018	Cvs/pharmacy #08914	15.98	10-1125-4233	Replacement Phone Charger
05/16/2018	Dawna@grandcountyreale	32.00	10-1121-4270	PD - Uniform name patches
05/01/2018	Denver Art Museum Admissi	24.00	10-1125-4227	Museum Admission
05/23/2018	Denver Wire Rope And Supp	282.64	10-1140-4868	BBQ banners
05/07/2018	Desert Botanical Garde	41.36	10-1125-4891	Museum Gift Shop Samples
05/16/2018	Dmi* Dell Hlthcr/ptr	577.02	20-2000-4102	2018 Technology Replacement Schedule
05/16/2018	Dmi* Dell Hlthcr/ptr	2885.88	20-2000-4102	2018 Technology Replacement Schedule
05/18/2018	Dmi* Dell Hlthcr/ptr	14510.76	20-2000-4102	2018 Technology Replacement Schedule
05/21/2018	Dmi* Dell Hlthcr/ptr	12337.74	20-2000-4102	2018 Technology Replacement Schedule
05/26/2018	Dnh*godaddy.Com	8.47	10-1118-4655	Domain Renewal TownofFriscoEvents.com
05/01/2018	Dynamic Media	32.95	10-1160-4401	FAP-SIRIUS Radio
05/17/2018	Easypc-Poopbag	199.50	80-8000-4589	Dog bags
05/19/2018	Eco-Products	4070.21	10-1140-4233	Compostable Can Liners
05/18/2018	Einsteins Bagels	11.98	10-1115-4227	Conference - meal
05/17/2018	Ereplacementparts.Com	13.96	10-1160-4205	Circular Saw Lock Repair Parts
04/28/2018	Evergreen Custom Media	3800.00	10-1118-4265	Full page summer ad in Breckenridge Magazine
05/23/2018	Ezvacuum Com	18.99	10-1125-4205	Shop Vac Hose
04/30/2018	Facebk 3m6sjena52	100.00	10-1150-4265	Run the Rockies promoted post

05/22/2018	Fastenal Company01	11.56	10-1133-4205	Bolts for walker blades
05/24/2018	Fastenal Company01	147.40	10-1140-4868	BBQ banners
05/24/2018	Ferguson Ent #431	107.75	10-1132-4207	Outside spigot
05/25/2018	Fish-N-Map Company Inc	136.85	90-0090-1651	Marina - Maps
05/17/2018	Forest Service Billpay	1680.00	80-8000-4588	USFS Estimated use fees for 2018 races
05/10/2018	Frg*shop.Mlb.Com	69.92	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/23/2018	Frisco Escape Room	324.00	10-1150-4605	Staff Training, Team Building
05/10/2018	Frisco Inn On Galena Stre	219.00	10-1118-4590	Lodging for Honest Cooking, during the BBQ Challenge
05/17/2018	Frisco Inn On Galena Stre	169.00	20-2000-5080	Hotel for Reid Architects
05/04/2018	Frisco Nails	50.00	10-1110-4650	Q2 - Peak Awards gift cards
05/26/2018	Fsi*xcel Energy Pmnts	217.58	80-8000-4401	Gas/Electricity - Visitor Information Center
05/26/2018	Fsi*xcel Energy Pmnts	407.94	10-1170-4401	Gas/Electricity - Nordic Center
05/26/2018	Fsi*xcel Energy Pmnts	2404.43	10-1132-4401	Gas/Electricity - Town Buildings
05/26/2018	Fsi*xcel Energy Pmnts	3029.95	55-5500-4263	Mary Ruth Place Project - Xcel Energy
05/26/2018	Fsi*xcel Energy Pmnts	3029.95	55-5500-4263	Mary Ruth Place Project - Xcel Energy
05/26/2018	Fsi*xcel Energy Pmnts	586.38	10-1132-4401	Gas/Electricity - Town Buildings
05/26/2018	Fsi*xcel Energy Pmnts	905.09	90-9000-4401	Gas/Electricity - Frisco Bay Marina
05/26/2018	Fsi*xcel Energy Pmnts	3029.95	10-1131-4401	Electricity - Town Street Lights
05/26/2018	Fsi*xcel Energy Pmnts	3029.95	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
05/26/2018	Fsi*xcel Energy Pmnts	772.03	10-1160-4401	Gas/Electricity - Frisco Adventure Park - Well House
05/26/2018	Fsi*xcel Energy Pmnts	378.00	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
05/26/2018	Fsi*xcel Energy Pmnts	1185.13	40-4000-4401	Gas/Electricity - Water Treatment Plant & Water Wells
05/26/2018	Fsi*xcel Energy Pmnts	922.31	10-1131-4401	Electricity - Town Street Lights
05/26/2018	Fsi*xcel Energy Pmnts	1877.98	55-5500-4263	Mary Ruth Place Project - Xcel Energy
05/26/2018	Fsi*xcel Energy Pmnts	3029.95	40-4000-4401	Gas/Electricity - Water Treatment Plant & Water Wells
05/26/2018	Fsi*xcel Energy Pmnts	538.16	10-1125-4401	Gas/Electricity - Frisco Historic Park & Museum
05/02/2018	Fulcrum Publishing, Inc.	53.10	10-1125-4891	Gift Shop Books
04/27/2018	Full Source Llc	267.75	10-1140-4233	Gloves
05/02/2018	Fun Express	163.95	10-1150-4605	Fun Club Craft Supplies
05/11/2018	Galls	369.98	10-1121-4270	Officer uniform pieces
05/15/2018	George T Sanders 02	32.51	80-8000-4589	Irrigation supplies
05/22/2018	George T Sanders 02	3707.85	10-1132-4207	Boiler at Town Hall

05/03/2018	Geowater Services	190.00	40-4000-4250	LT2 and T.C. samples
05/17/2018	Geowater Services	40.00	40-4000-4250	LT2 sample analysis
05/18/2018	Google *domains	12.00	10-1118-4265	Fraudulent charge- reported (will be credited)
05/18/2018	Google *domains	12.00	10-1118-4265	Fraudulent charge- reported (will be credited)
05/19/2018	Google *domains	12.00	10-1118-4265	Fraudulent charge- reported (will be credited)
05/19/2018	Google *domains	12.00	10-1118-4265	Fraudulent charge- reported (will be credited)
05/20/2018	Google *domains	12.00	10-1118-4265	Fraudulent charge- reported (will be credited)
05/16/2018	Grainger	62.28	10-1131-4403	Parts for BBQ banner
05/17/2018	Grainger	-62.28	10-1131-4403	Credit - Parts for BBQ banner
05/17/2018	Grainger	39.02	10-1140-4868	BBQ banners
05/17/2018	Grainger	28.36	10-1140-4868	BBQ banners
05/22/2018	Grainger	538.84	10-1140-4868	BBQ banners
05/26/2018	Grundens Usa Ltd	2764.85	90-9000-4270	Uniform foul weather gear
05/08/2018	Hacienda Real	149.25	10-1111-4229	Council Dinner
05/11/2018	High Country Custom Impre	25.00	10-1110-4233	Notary stamp - Wohlmut
05/16/2018	High Country Custom Impre	20.00	10-1119-4306	Placard for Planning Commission / Council Chambers
05/24/2018	High Country Custom Impre	255.00	90-9000-4270	Name Tags for Guest Services summer seasonals
05/11/2018	Hilton St Louis Ballpark	803.96	10-1115-4227	Conference - Lodging
05/08/2018	Hitchfinder.Com	393.55	90-9000-4201	Parts to build a new extension for launching boats.
04/30/2018	Htl*hightail	159.99	10-1118-4655	Yearly fee for file sharing service
04/26/2018	Hudson Auto Source, Inc.	98.21	10-1133-4205	Sensor for #11-02
05/04/2018	Idu*insight Public Sec	142.16	10-1110-4704	Adobe license
05/12/2018	Idu*insight Public Sec	814.12	10-1110-4704	Adobe licenses
05/10/2018	Ifurnish	3800.00	80-8000-4586	Deposit for FAP Patio Furniture
05/24/2018	In *boulder Weekly Inc.	1850.00	10-1118-4265	July 4th & BBQ ad in the summer event guide
05/23/2018	In *christie Ward & Assoc	2525.75	10-1110-4250	Leadership retreat
05/11/2018	In *colorado Runner	500.00	10-1150-4265	Eblast Run the Rockies Road and Bacon Burner
05/02/2018	In *eco Vessel	1960.00	90-0090-1651	Insulated Frisco Bay Marina Logo Water bottle - Retail
05/24/2018	In *high Country Waterwor	630.00	40-4000-4250	Backflow testing

05/23/2018	In *iconik Etchings And I	2653.86	80-8000-4588	Run the Rockies Finisher Medals
05/21/2018	In *nikki Larochelle Desi	552.50	80-8000-4588	Update Run the Rockies poster and ad design and new t-shirt design
04/27/2018	In *rocky Mountain Coffee	43.75	10-1110-4233	Kitchen supplies - coffee
05/11/2018	In *seepoint, Ll.	2723.55	10-1125-4893	Touch Screen Monitor - Oral History Video Exhibit
05/25/2018	In *squeeze Designz, Ll	760.50	10-1118-4265	Clean Up Day postcard update and new summer weekly event ad design
05/16/2018	Indiana Ticket Company In	2067.79	10-1140-4868	Hogbacks for BBQ
05/01/2018	Indust Health Serv Networ	43.90	10-1110-4250	CDL administration
05/16/2018	Infinity Certified Weldin	260.14	90-9000-4201	Metal for new extension.
05/15/2018	Innermountain Distributin	1274.70	90-0090-1651	Retail Food and Drink - Marina
05/16/2018	Innova Champion Discs	2125.14	10-1160-4223	Discs for FAP Retail
05/04/2018	Jen*www.Jensonusa.Com	247.42	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/12/2018	Jen*www.Jensonusa.Com	231.48	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/12/2018	Jen*www.Jensonusa.Com	-13.95	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
05/12/2018	Jen*www.Jensonusa.Com	-233.47	10-0060-2060	FAP - End of Season Purchase for staff with pooled gratuities
04/30/2018	Jet.Com	193.74	10-1140-4865	Kids-Q Awards
05/23/2018	Jims Prop Shop	859.00	90-9000-4208	Rental runabout props rebuilt
05/01/2018	Johnson Outdoor Wtrcra	4118.21	90-0090-1651	Retail paddles, canoes, and PFDs
05/01/2018	Johnson Outdoor Wtrcra	15571.60	90-9000-4460	Rental Boats and Paddles
05/18/2018	Kardwell International	713.00	10-1140-4233	New wooden nickels - BBQ
05/16/2018	Krystal Broadcasting Inc	228.00	10-1150-4265	Radio for Run the Rockies Road Race
05/10/2018	Kunc & Co Sound	1400.00	10-1150-4265	Radio advertising for Run the Rockies Road Race
05/01/2018	Laserline Mfg Inc	103.84	20-2000-5086	Grade rod and bracket
05/01/2018	Laserline Mfg Inc	103.84	20-2000-5087	Grade rod and bracket
05/01/2018	Laserline Mfg Inc	103.85	20-2000-5075	Grade rod and bracket
05/01/2018	Lawson Products	92.24	10-1133-4205	Shop supplies
05/19/2018	Loaf N Jug #0048	25.90	10-1140-4809	Ice - events

05/04/2018	Log Cabin Cafe	50.00	10-1110-4650	Q2 - Peak Awards gift cards
04/27/2018	Lowes #03206	339.37	90-9000-4201	Tools and miscellaneous operating supplies.
04/30/2018	Lowes #03206	25.03	30-3000-4262	PRA scoreboard
05/01/2018	Lowes #03206	13.72	30-3000-4262	PRA scoreboard
05/01/2018	Lowes #03206	133.81	90-9000-4201	Plumbing parts for new water bottle filling station in Lund House.
05/02/2018	Lowes #03206	105.33	90-9000-4201	Plumbing and operating supplies.
05/02/2018	Lowes #03206	10.15	90-9000-4201	Plumbing supplies for shop
05/03/2018	Lowes #03206	50.37	30-3000-4262	PRA scoreboard
05/03/2018	Lowes #03206	172.20	30-3000-4262	Electrical supply for scoreboard
05/03/2018	Lowes #03206	24.66	10-1133-4205	Well #7 parts
05/03/2018	Lowes #03206	305.06	10-1160-4409	Bike Park Hoses, Hose Reels, Watering cans, Cleaning Supplies, Ladder
05/04/2018	Lowes #03206	30.39	10-1125-4207	Hardware
05/05/2018	Lowes #03206	73.74	80-8000-4589	Tools for truck
05/07/2018	Lowes #03206	68.36	10-1130-4233	PVC pipe
05/07/2018	Lowes #03206	51.90	10-1133-4205	Shop supplies
05/08/2018	Lowes #03206	-30.00	10-1132-4207	Credit - Employee housing repairs
05/08/2018	Lowes #03206	369.18	10-1132-4207	Saw; Employee housing repairs
05/10/2018	Lowes #03206	37.23	10-1121-4233	Town Hall keys
05/11/2018	Lowes #03206	175.57	10-1132-4207	Formica for Community Center
05/11/2018	Lowes #03206	105.60	10-1132-4207	Employee housing repairs
05/11/2018	Lowes #03206	-13.57	10-1132-4207	Credit - Employee housing repairs
05/14/2018	Lowes #03206	355.00	10-1132-4207	Employee housing repairs
05/14/2018	Lowes #03206	217.47	40-4000-4444	Sakrete for Well #7 grates
05/15/2018	Lowes #03206	161.57	80-8000-4589	Supplies for benches; PRA score table
05/15/2018	Lowes #03206	19.08	10-1140-4868	BBQ banners
05/15/2018	Lowes #03206	55.78	10-1160-4409	Skate Park Removal Tools, Construction Tape
05/15/2018	Lowes #03206	85.42	80-8000-4589	Irrigation supplies
05/15/2018	Lowes #03206	-30.59	80-8000-4589	Credit - Irrigation supplies
05/16/2018	Lowes #03206	113.12	10-1132-4207	Employee housing repairs
05/16/2018	Lowes #03206	57.33	90-9000-4201	Parts for pump out barge.
05/16/2018	Lowes #03206	11.44	10-1140-4868	BBQ banners
05/16/2018	Lowes #03206	102.18	80-8000-4589	Irrigation supplies
05/17/2018	Lowes #03206	47.99	10-1132-4207	Employee housing repairs
05/21/2018	Lowes #03206	157.61	10-1132-4207	Employee housing fence and window
05/21/2018	Lowes #03206	149.10	80-8000-4589	Landscape supply
05/22/2018	Lowes #03206	44.30	10-1132-4207	Info Center repairs
05/22/2018	Lowes #03206	9.12	10-1131-4403	Fence parts
05/22/2018	Lowes #03206	-9.12	10-1131-4403	Credit - Fence parts
05/22/2018	Lowes #03206	10.44	10-1132-4207	Town Hall sidewalk patch
05/22/2018	Lowes #03206	41.50	10-1133-4205	Well #7
05/23/2018	Lowes #03206	55.30	10-1132-4207	Community Center repairs
05/24/2018	Lowes #03206	104.00	30-3000-4262	Wire for scoreboard
05/24/2018	Lowes #03206	50.05	10-1140-4868	BBQ banners
05/24/2018	Lowes #03206	-7.98	10-1140-4868	Credit - BBQ banners
05/25/2018	Lowes #03206	58.54	10-1125-4207	Hardware and Supplies

05/25/2018	Lowes #03206	23.98	30-3000-4262	PRA scoreboard
05/23/2018	Made To Order Stamp	320.00	10-1125-4205	Stamper- Embosser Repair
05/19/2018	Marriott Norfolk Water	22.84	10-1115-4227	Conference - meal
05/08/2018	Maximum Comfort Pool &	61.90	80-8000-4589	Post Office water feature
05/11/2018	Mittraining.Com	495.00	10-1119-4227	Training fee - training fee to be refunded because registration withdrawn
05/02/2018	Mountain Pest Control	50.00	10-1132-4400	Pest control at Nordic Center
05/17/2018	Mudlove	1059.26	80-8000-4418	Mugs for Retail
05/17/2018	Municipal Treatment Equi	272.00	40-4000-4280	Parts for Well #7
05/07/2018	Murdochs	60.97	10-1133-4205	Gloves
05/15/2018	Mutt Mitt	836.13	10-1131-4403	Pet pick-ups for Main St.
05/25/2018	National Repertory Orc	1800.00	10-1118-4265	Program book ad
05/25/2018	Nature-Watch	202.29	10-1125-4894	Education Materials for Summer Camp
05/01/2018	Nevco Sports	1901.31	30-3000-4262	Scoreboard controller
05/10/2018	Nicoletti Flater Assoc	110.00	10-1121-4250	Trauma intervention training - PD
05/24/2018	Nordiscocor	36.62	10-1115-4233	Office supplies
05/15/2018	Nsaa	450.00	10-1150-4227	NSAA Bike Summit Registration
05/04/2018	Nwccog	100.00	10-1132-4207	Elevator inspection program
05/25/2018	Office Depot #1080	175.99	80-8000-4703	Desk & Furniture for Office
05/25/2018	Office Depot #1080	359.99	80-8000-4703	Desk & Furniture for Office
05/07/2018	Opticsplanet, Inc.	201.43	10-1121-4270	Police - uniform equipment
05/21/2018	Orange Peel Transportatio	60.00	10-1115-4227	Conference - airport transportation
05/15/2018	Otc Brands, Inc.	26.97	90-9000-4890	Leis for Sandcastle Comp.
05/18/2018	Otterbox/lifeproof	51.40	10-1150-4602	Case for camp phone
05/25/2018	Pandora	5.13	10-1160-4401	FAP-Radio



05/21/2018	Panera Bread #202449 E	9.68	10-1121-4227	Training - meal
04/30/2018	Pastperfect Software	352.00	10-1125-4893	IT Support Services Annual Fee - Pastperfect Software
05/02/2018	Paypal	12.50	10-1110-4229	Registration Fee - Training
05/02/2018	Paypal	151.18	80-8000-4588	Mountain Goat Race Bibs
05/09/2018	Paypal	845.00	10-1118-4210	Membership dues for 3CMA
05/11/2018	Paypal	40.00	10-1125-4210	CWAM Membership
05/17/2018	Paypal	77.99	10-1121-4218	Tactical light
05/18/2018	Paypal	15.50	10-1121-4218	Field repair kit
05/25/2018	Paypal	41.99	10-1133-4205	Steps for #13-04
05/25/2018	Paypal	236.05	10-1133-4205	Steps for #13-04
05/24/2018	Peak Performance Imaging	940.29	10-1110-4205	Copier meter reading
04/29/2018	Peppinos Pizza And Subs I	134.39	10-1110-4229	Leadership retreat
05/15/2018	Peppinos Pizza And Subs I	181.55	90-9000-4227	Training Lunch for Staff
05/18/2018	Peppinos Pizza And Subs I	251.77	80-8000-4268	Volunteer Lunch
05/22/2018	Peppinos Pizza And Subs I	61.43	10-1118-4227	Lunch Meeting Mayor's Cup
05/22/2018	Peppinos Pizza And Subs I	160.35	10-1111-4229	Council Dinner
05/22/2018	Peppinos Pizza And Subs I	80.98	10-1121-4233	Sergeants meeting
05/23/2018	Peppinos Pizza And Subs I	87.68	10-1110-4229	Lunch for leadership retreat
05/09/2018	Petco 2434 63524342	25.96	90-9000-4200	Fish Equipment
05/22/2018	Pinnacol Assurance	17094.00	10-1110-4502	Worker's Compensation insurance premiums
05/24/2018	Pioneer Sand Co Hq	829.67	10-1160-4205	Bike Park Dirt
05/03/2018	Pitney Bowes Pi	129.18	10-1110-4202	Tapes and EZ Seal Solution
05/23/2018	Power Equip Direct	44.74	90-9000-4205	Replacement gun for hot water pressure washer
04/28/2018	Projectmanager.Com	375.00	10-1130-4210	Project Management online subscription
05/22/2018	Psf Ccom And Spinecare	302.50	10-1130-4250	CDL test
05/25/2018	Q4u	177.50	10-1121-4233	Chiefs meeting - dinner
05/09/2018	Quill Corporation	297.95	10-1130-4233	Kitchen supplies; Ink cartridges
05/11/2018	Quill Corporation	45.18	10-1130-4233	Copy paper
04/30/2018	Rei.Com	39.99	10-0060-2060	FAP - End of season purchase for staff with pooled gratuities
05/08/2018	Rei.Com	64.01	10-0060-2060	FAP - End of season purchase for staff with pooled gratuities

05/18/2018	Reminderband	735.81	80-8000-4588	Prizes for Mountain Goat Kids trail races
05/10/2018	Renaissance Hotel Phoe	1120.10	10-1125-4227	Conference - lodging
05/05/2018	Renaissance Hotel Phx	15.78	10-1125-4227	Conference - meal
05/05/2018	Renaissance Hotel Phx	23.00	10-1125-4227	Conference - meal
05/06/2018	Renaissance Hotel Phx	13.00	10-1125-4227	Conference - meal
05/07/2018	Restroom Strategic Rest	1274.43	10-1160-4221	Water Bottle Station and Drinking Fountains for FAP Day Lodge
05/09/2018	Rightsignature Llc	24.00	90-9000-4210	Monthly Online Contract and Waivers
05/02/2018	Rocky Mountain Coffee Roa	40.86	10-1134-4227	Flagger class
05/04/2018	Rocky Mountain Coffee Roa	50.00	10-1110-4650	Q2 - Peak Awards gift cards
05/18/2018	Rocky Mountain Coffee Roa	34.50	80-8000-4268	Volunteer Lunch
05/08/2018	Rocky Mountain Training	795.00	10-1114-4227	InDesign Software Training
05/10/2018	Rocky Mtn Spring Water	43.90	10-1160-4225	FAP-Break room water
05/17/2018	Safety And Construction	186.97	10-1131-4270	Safety shirts
05/02/2018	Safeway #0836	21.21	10-1119-4227	CO APA Mobile Tours Meeting Refreshments
05/02/2018	Safeway #0836	32.76	10-1131-4227	Flagger class snacks
05/03/2018	Safeway #0836	32.50	10-1119-4306	Planning Commission Meeting Refreshments
05/10/2018	Safeway #0836	94.86	10-1125-4890	Night at Museum Supplies
05/15/2018	Safeway #0836	13.97	90-9000-4227	Staff Training Breakfast
05/15/2018	Safeway #0836	25.50	90-9000-4227	Staff Training Lunch Drinks and Chips
05/17/2018	Safeway #0836	23.85	10-1121-4233	New officer training
05/19/2018	Safeway #0836	86.68	10-1140-4809	Events - supplies
05/25/2018	Safeway #0836	4.19	10-1121-4233	Meeting - snacks
04/27/2018	Sanders True Value Hardw	394.07	90-9000-4460	Cable and crimps for canoe and kayak racks.
05/02/2018	Sanders True Value Hardw	19.04	30-3000-4262	PRA scoreboard
05/07/2018	Sanders True Value Hardw	42.78	10-1133-4205	Filters for weed eaters
05/08/2018	Sanders True Value Hardw	113.74	90-9000-4201	Cable ferrules and Crimping supplies.
05/15/2018	Sanders True Value Hardw	20.00	10-1133-4205	Rope for pull cords
05/24/2018	Sanders True Value Hardw	41.09	10-1140-4868	BBQ banners
05/24/2018	Sanders True Value Hardw	56.63	10-1131-4403	Chain saw oil; Water horse parts
05/03/2018	Shell Oil 57444246201	41.50	10-1115-4227	Gas for Conference
05/24/2018	Sheraton Norfolk	189.98	10-1115-4227	Conference - meals
05/10/2018	Sherwin Williams 707277	181.55	10-1132-4207	Employee housing repairs

05/14/2018	Signet Marine Inc	101.50	90-9000-4892	Part for work order
04/27/2018	Silkletter	971.60	90-0090-1651	Frisco Bay Marina Logo Waterbottle - retail
05/12/2018	Smart Phone Repairz - Sil	60.00	40-4000-4203	New battery for cell phone
05/04/2018	Smk	26.00	10-1110-4250	Survey services
05/16/2018	Sos Socks	934.29	80-8000-4588	Socks for Frisco Triathlon
05/01/2018	Sp * Supra-Footwear-US	139.00	10-0060-2060	Tips Due to Staff
05/16/2018	Spectrum Mobile Services	75.00	10-1110-4203	Cellphone support
05/09/2018	Sports Bar E-10 Stil	27.86	10-1115-4227	Conference - Meal
05/18/2018	Springhill Suites	362.85	10-1133-4227	Conference - Lodging
05/04/2018	Sprint *wireless	959.24	10-1110-4203	TH cell
05/04/2018	Sprint *wireless	81.64	40-4000-4203	WTP cell
05/04/2018	Sprint *wireless	414.76	90-9000-4203	Marina cell
05/18/2018	Sq *chem-Dry Carpet Servi	399.00	10-1160-4477	Day Lodge Carpet Cleaning
05/18/2018	Sq *chem-Dry Carpet Servi	320.20	10-1170-4477	Nordic Center Carpet cleaning
05/08/2018	Sq *flex Lenovo Re	222.17	10-1160-4221	FAP Laptop Repair
05/09/2018	Sq *lions Taxi Llc	23.00	10-1125-4221	Transport to Airport
04/30/2018	Squarespace Inc.	20.00	10-1118-4265	Fraudulent charge- reported (will be credited)
04/30/2018	Squarespace Inc.	5.00	10-1118-4265	Fraudulent charge- reported (will be credited)
04/30/2018	Squarespace Inc.	20.00	10-1118-4265	Fraudulent charge- reported (will be credited)
04/30/2018	Squarespace Inc.	5.00	10-1118-4265	Fraudulent charge- reported (will be credited)
05/02/2018	Stapls7196876022000001	69.42	10-1121-4233	Office supplies
05/10/2018	Stapls7196918688000001	62.38	90-9000-4200	Office Supplies
05/03/2018	Stapls7196918688000002	49.23	90-9000-4200	Office Supplies
05/03/2018	Stapls7196918688000003	26.98	90-9000-4200	Office Supplies
05/15/2018	Stapls7197119102000001	19.47	10-1110-4233	Screwdrivers for office
05/05/2018	Stapls7197119102000002	63.16	10-1110-4233	General Office Supplies
05/05/2018	Stapls7197119102000002	6.39	10-1121-4233	Office supplies
05/08/2018	Stapls7197208393000001	43.14	90-9000-4200	Cork Board and Markers
05/17/2018	Stapls7197778631000001	81.44	10-1150-4605	Office and Camp Supplies
05/17/2018	Stapls7197778631000002	16.99	10-1150-4605	Office and Camp Supplies
05/19/2018	Stapls7197926604000001	130.63	10-1110-4233	General Office Supplies
05/19/2018	Stapls7197926604000001	24.12	10-1114-4233	Office supplies

05/19/2018	Stapls7197926604000001	43.08	10-1119-4233	File Organizer & Pens
05/22/2018	Stapls7197944712000001	97.85	90-9000-4200	Office Supplies
05/22/2018	Stapls7197944712000002	16.59	90-9000-4200	Office Supplies
05/25/2018	Stapls7198227774000001	32.57	10-1110-4233	General Office Supplies
05/25/2018	Stapls7198227774000001	21.60	10-1115-4233	Office supplies
05/25/2018	Stapls7198227774000001	53.42	10-1119-4233	Name Tags and Name Tents for Com Plan/Update Kick-off and stock
05/26/2018	Stapls7198234652000001	4.38	10-1110-4233	Kitchen Sponges
05/25/2018	Stapls7198234652000002	55.79	10-1110-4233	Coffee Filters and Dishwasher Detergent
05/26/2018	Stapls7198278649000001	6.39	10-1121-4233	Office supplies
05/26/2018	Stapls7198278649000002	58.88	10-1121-4233	Office supplies
05/26/2018	Stapls7198285298000002	3.50	90-9000-4200	Office Supplies
05/23/2018	Starbucks Store 05372	7.77	10-1115-4227	Conference - meal
05/04/2018	Starbucks Store 10317	5.95	10-1125-4227	Conference - meal
05/02/2018	Steepandcheap.Com	59.73	10-0060-2060	FAP - End of season purchase for staff with pooled gratuities
05/02/2018	Steepandcheap.Com	136.99	10-0060-2060	FAP - End of season purchase for staff with pooled gratuities
05/08/2018	Sterling Backcheck	1166.07	10-1110-4250	Background check
05/07/2018	Sticker Mule	85.00	80-8000-4588	Mountain Goat Kids Stickers
05/05/2018	Stl Metro Lambert E	4.00	10-1115-4227	Conference - Ground transportation
05/09/2018	Stl Metro Stadium	2.50	10-1115-4227	Conference - Ground transportation
05/17/2018	Stuart C Irby	513.62	10-1131-4403	Lights for Main St.
05/07/2018	Sugarfire Downtown, Llc	15.14	10-1115-4227	Conference - Meal
05/16/2018	Summit Embroidery	1381.70	80-8000-4418	Ballcaps for Retail
05/04/2018	Summit Paint And Stain	44.84	90-9000-4201	Paint for racks and other things around the marina.
05/04/2018	Summit Paint And Stain	46.46	10-1125-4207	Paint And Stain
05/08/2018	Summit Paint And Stain	45.72	80-8000-4589	Stain for planter boxes
05/11/2018	Summit Paint And Stain	10.35	10-1131-4403	Stain for restroom enclosure
05/14/2018	Summit Paint And Stain	90.78	10-1132-4207	Employee housing repairs
05/15/2018	Summit Paint And Stain	32.81	10-1132-4207	Employee housing repairs
05/10/2018	Suspa, Inc	208.69	10-1119-4703	Replacement hinges for mylar cabinets
05/03/2018	Sweet Basil-Mounta	42.02	10-1118-4227	Training - meal
05/03/2018	Sysco Denver	745.62	90-0090-1651	Marina - retail Ice cream
05/26/2018	Sysco Denver	273.66	10-1150-4605	Food and Cups for Fun Club BBQ
05/26/2018	Sysco Denver	307.35	10-1160-4477	Garbage Bags for FAP Day Lodge Cleaning
05/26/2018	Sysco Denver	165.72	10-1160-4225	Supplies for FAP Kitchen

05/08/2018	Target 00015255	34.99	10-1110-4233	Office Supplies
05/09/2018	Tattoo Mfg Tattoo Mfg	250.00	10-1140-4804	Temporary Tattoos-4th of July
05/04/2018	Taxi Svc Phoenix	16.33	10-1125-4227	Conference - Ground Transport to Hotel
05/08/2018	The Arrogant Butcher	21.00	10-1125-4221	Conference - meal
04/27/2018	The Association Of Ma	300.00	90-9000-4210	Association of Marina Industries Association dues
05/01/2018	The Key People Co	175.00	10-1170-4477	Nordic Restroom Cleaning
05/01/2018	The Key People Co	823.75	10-1160-4477	April Day Lodge Cleaning
05/02/2018	The Key People Co	145.00	80-8000-4477	May Office Cleaning
05/02/2018	The Key People Co	48.00	80-8000-4477	May Recycling
05/07/2018	The Key People Co	112.50	10-1132-4207	Deep kitchen cleaning
05/07/2018	The Key People Co	226.20	10-1132-4207	Trailhead restroom cleaning
05/07/2018	The Key People Co	1630.00	10-1132-4207	May cleaning services
05/10/2018	The Key People Co	712.50	80-8000-4477	April Restroom Cleaning
05/21/2018	The Key People Co	181.60	10-1132-4207	May cleaning service
05/22/2018	The Ups Store 1378	11.78	80-8000-4202	Mailing Literature
05/02/2018	Timberline Disposal	343.35	10-1132-4411	Recycling services
05/01/2018	Tlo Transunion	25.00	10-1121-4210	PD data base monthly subscription
04/27/2018	Tos Recreation Center	19.00	10-1150-4606	Fun Club Field Trip
05/25/2018	Total Vision Group, Llc	364.80	10-1140-4868	120 - Heavy duty velcro cinch straps for new BBQ banner signs
05/04/2018	Trouts Flyfishing-Frisco	50.00	10-1110-4650	Q2 - Peak Awards gift cards
04/27/2018	United	25.00	10-1121-4227	Conference - baggage fee
04/29/2018	United	25.00	10-1121-4227	Conference - baggage fee
04/30/2018	Ups	29.69	10-1140-4853	Events Shipping of Easter Eggs
05/03/2018	Ups	58.49	40-4000-4202	Postage - Well #5 pump
05/14/2018	Ups	14.65	10-1110-4202	Return of Postage Seal
05/10/2018	Us Airport Parking	87.21	10-1115-4227	Conference - Airport Parking
05/16/2018	Us Cargo Control	81.80	10-1140-4868	50-2 3/8" carabiners for red directional BBQ lamppost banners
05/23/2018	Us Cargo Control	400.49	10-1140-4868	280 - 2-3/8" carabiners for new BBQ banner signs to attach to tents
05/04/2018	Usa Blue Book	637.40	40-4000-4275	Cl2 pumping repairs

05/04/2018	Usa Blue Book	53.28	40-4000-4201	Pumping supplies for Cl2 booster
05/23/2018	Usa Blue Book	359.45	40-4000-4277	Marking tape; Teflon tape; CL17 reagents for treatment
05/23/2018	Usa Blue Book	95.25	40-4000-4280	Marking tape; Teflon tape; CL17 reagents for treatment
05/21/2018	Usa*minute Key, Inc.	22.63	90-9000-4200	Copies of Ballard Keys for Boat Launch Ramp
05/01/2018	Uscleanpro.Com	464.00	10-1125-4477	Cleaning Services
04/27/2018	Uspss Po 0733840210	24.70	10-1110-4202	Priority mail
05/16/2018	Uspss Po 0733840210	14.15	10-1121-4202	PD - postage
05/18/2018	Uspss Po 0733840210	13.75	10-1130-4202	Contract postage
05/18/2018	Uspss Po 0733840210	11.95	10-1125-4202	Shipping for Stamper Repair
05/24/2018	Uspss Po 0733840210	5.99	10-1121-4202	PD - postage
05/24/2018	Uspss Po 0733840210	19.85	10-1121-4202	PD - postage
05/08/2018	Varidesk	395.00	10-1119-4703	Standing desk
05/23/2018	Varidesk	395.00	10-1114-4233	Stand Up Desk
05/24/2018	Varidesk	435.00	80-8000-4703	Desk & Furniture for Office
05/01/2018	Vermont Systems Inc	193.13	90-9000-4704	Recreation Software Hosting Services - Marina
05/01/2018	Vermont Systems Inc	193.13	80-8000-4704	Recreation Software Hosting Services - Info Center
05/01/2018	Vermont Systems Inc	386.24	10-1110-4704	Recreation Software Hosting Services - General Gov't
05/03/2018	Verticalscope	300.00	90-9000-4265	Marina Boat Swap ads on Mountain Buzz website
05/04/2018	Vision Graphics	513.63	10-1118-4265	Postcards for Town Clean Up Day/Night at the Museum
04/28/2018	Vistapr*vistaprint.Com	168.60	80-8000-4418	Postcards for Retail - VIC
05/02/2018	Vistapr*vistaprint.Com	5.42	80-8000-4588	Sticker Art Work RTR
05/03/2018	Vistapr*vistaprint.Com	135.70	80-8000-4588	Run the Rockies Stickers
05/04/2018	Vistapr*vistaprint.Com	71.08	80-8000-4588	Frisco Tri Stickers
05/07/2018	Vistapr*vistaprint.Com	30.25	10-1119-4221	Business cards - CDD
05/07/2018	Vistapr*vistaprint.Com	129.74	10-1121-4233	Business cards - PD
05/19/2018	Vistapr*vistaprint.Com	-13.01	80-8000-4418	Postcards for Retail - credit
05/15/2018	Vzwrlls*apocc Visb	25.88	40-4000-4203	WTP cellphones
05/15/2018	Vzwrlls*apocc Visb	403.49	10-1110-4203	All other cellphones
05/09/2018	Vzwrlls*my Vz Vn P	70.00	10-1110-4203	Personal cell phone stipend
05/11/2018	Vzwrlls*my Vz Vn P	65.00	10-1110-4203	Personal cell phone stipend
05/26/2018	Vzwrlls*my Vz Vn P	52.80	10-1110-4203	Personal cell phone stipend
05/10/2018	Vzwrlls*my Vz Vw P	70.00	10-1110-4203	Personal cell phone stipend
05/10/2018	Vzwrlls*my Vz Vw P	35.00	10-1110-4203	Personal cell phone stipend
05/15/2018	Vzwrlls*my Vz Vw P	65.50	10-1110-4203	Personal cell phone stipend
05/19/2018	Vzwrlls*my Vz Vw P	70.00	10-1110-4203	Personal cell phone stipend
05/10/2018	Wacvb	735.00	10-1118-4210	Membership dues - Destination Marketing Assoc. of the West

05/18/2018	Wagner Equip Co Parts	185.81	10-1133-4205	Loader service kit
05/02/2018	Wagner Rents Silverthorn	1612.62	10-1133-4205	Loader door; Fender parts
05/03/2018	Wagner Rents Silverthorn	-114.11	10-1133-4205	Credit - wrong part
05/03/2018	Wagner Rents Silverthorn	351.01	10-1133-4205	Fender extinguisher
05/04/2018	Wagner Rents Silverthorn	118.82	10-1133-4205	Paint for Well #7 grates; Decal for loader door
05/04/2018	Wagner Rents Silverthorn	62.70	40-4000-4444	Paint for Well #7 grates; Decal for loader door
05/10/2018	Wagner Rents Silverthorn	52.25	40-4000-4444	Paint for Well #7 grates
04/27/2018	Wal-Mart #0986	21.45	30-3000-4262	PRA scoreboard
04/27/2018	Wal-Mart #0986	48.64	10-1132-4207	Boiler room
05/02/2018	Wal-Mart #0986	35.73	10-1121-4233	Office supplies for new officers
05/08/2018	Wal-Mart #0986	29.12	10-1121-4233	Office supplies
05/16/2018	Wal-Mart #0986	6.98	10-1130-3222	Soda for soda machine
05/17/2018	Wal-Mart #0986	54.78	10-1132-4207	Employee housing repairs; Day Lodge
05/17/2018	Wal-Mart #0986	23.01	10-1132-4207	Smoke alarms
05/18/2018	Wal-Mart #0986	5.94	10-1132-4207	Employee housing repairs
05/18/2018	Wal-Mart #0986	43.94	10-1160-4409	Tarps for rebar
05/22/2018	Wal-Mart #0986	3.47	10-1121-4233	Office supplies
05/25/2018	Wal-Mart #0986	62.70	90-9000-4201	Power washer supplies.
05/25/2018	Wal-Mart #0986	4.94	10-1110-4233	Kitchen Sponges and Ice Scoop
05/25/2018	Wal-Mart #0986	51.22	10-1119-4227	CDD meetings - supplies
04/27/2018	Wal-Mart #986	22.05	80-8000-4233	Office Supply
05/04/2018	Wal-Mart #986	56.49	10-1133-4205	Computer mouse; Primer
05/09/2018	Wal-Mart #986	127.05	90-9000-4200	Office Supplies, Paper Towels, Soap, Etc
05/11/2018	Wal-Mart #986	18.90	10-1125-4233	First Aid Supplies
05/19/2018	Wal-Mart #986	12.88	10-1140-4233	Raffle Tickets
05/21/2018	Wal-Mart #986	11.69	90-9000-4477	Cleaning Supplies
05/22/2018	Wal-Mart #986	42.58	80-8000-4589	Mow/landscape supplies
05/22/2018	Wal-Mart #986	16.67	10-1133-4205	Windshield washer fluid
05/23/2018	Wal-Mart #986	7.94	10-1132-4207	1st & Main bids
05/23/2018	Wal-Mart #986	11.97	80-8000-4589	Drinking fountain repair
05/24/2018	Wal-Mart #986	21.75	10-1132-4207	Day Lodge repairs
05/25/2018	Wal-Mart #986	15.40	10-1132-4207	Cutting wheels
05/25/2018	Wal-Mart #986	130.29	40-4000-4201	Water department supplies
05/25/2018	Wal-Mart #986	9.74	10-1121-4233	Chiefs meeting
04/30/2018	Waste Mgmt Wm Ezpay	120.00	10-1160-4401	FAP Trash Service
04/30/2018	Waste Mgmt Wm Ezpay	10.33	10-1160-4401	FAP Recycling Service
04/30/2018	Waste Mgmt Wm Ezpay	241.52	10-1132-4207	1st & Main trash service
05/05/2018	Waste Mgmt Wm Ezpay	10.90	90-9000-4401	Trash/recycling service
05/05/2018	Waste Mgmt Wm Ezpay	354.72	10-1132-4207	Town Hall trash service
05/05/2018	Waste Mgmt Wm Ezpay	148.24	10-1132-4207	Historic Park trash service
05/05/2018	Waste Mgmt Wm Ezpay	253.60	10-1132-4207	Old Town Hall trash service

04/27/2018	Wav*xcelitek Llc	760.00	10-1118-4655	Webcam repair
05/16/2018	Weber Industries Inc	819.58	40-4000-4280	Cl2 booster pump repair
05/10/2018	West Marine #400	65.76	90-9000-4892	Drain plugs for work orders and parts stock
05/11/2018	West Marine #400	337.92	90-9000-4892	Marina - paint for work orders.
04/30/2018	Westin Peachtree Plaza	356.02	10-1121-4227	Conference - lodging
04/30/2018	Westin Peachtree Plaza	43.56	10-1121-4227	Conference - lodging
05/17/2018	Whattodollc	2560.00	10-1160-4265	Adventure Park winter 2017/18 ad in What to Do
05/17/2018	Which Wich #425	47.94	10-1119-4306	Planning Commission Dinner
05/21/2018	Which Wich #425 Cater	83.90	55-5500-4276	Lunch Meeting re: Housing
04/29/2018	Wholefids Fco #10470	89.58	10-1110-4229	Food for the Leadership retreat
05/08/2018	Wholefids Fco #10470	9.98	10-1111-4229	Council Supplies
05/11/2018	Wholefids Fco #10470	22.95	10-1110-4229	Colorado Municipal Clerks Week - Staff Recognition
05/22/2018	Wholefids Fco #10470	28.67	10-1111-4229	Supplies for Council
05/22/2018	Wholefids Fco #10470	100.00	10-1110-4650	Q2 - Peak Awards gift cards
05/23/2018	Wholefids Fco #10470	12.00	10-1110-4276	CDOT Gap Meeting Supplies
05/23/2018	Wholefids Fco #10470	99.57	10-1110-4229	Breakfast and snacks for Leadership retreat
05/10/2018	Wristbandexpresscom	119.75	10-1140-4233	Wristbands
05/09/2018	Ww Grainger	35.15	10-1131-4270	Safety supplies
05/16/2018	Www.Aliexpress.Com	150.00	10-1140-4868	Whiskey Stones - BBQ
05/19/2018	Www.Knifekits.Com	60.76	10-1121-4218	PD - Shooting Range supplies

257166.92



## 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
<b>ACORN PETROLEUM INC.</b>							
410	ACORN PETROLEUM INC.	000896714	Bill to Number 756501 - Shop	04/26/2018	2,652.04	2,652.04	05/11/2018
410	ACORN PETROLEUM INC.	000898176	Bill to Number 756501 - Shop	05/02/2018	1,583.46	1,583.46	05/11/2018
410	ACORN PETROLEUM INC.	000898989	Bill to Number 756501 - Shop	05/09/2018	1,688.27	1,688.27	05/24/2018
410	ACORN PETROLEUM INC.	000900231	Bill to Number 756501 - Shop	05/16/2018	438.00	438.00	05/24/2018
410	ACORN PETROLEUM INC.	000900389	Bill to Number 756501 - Shop	05/16/2018	2,142.31	2,142.31	05/24/2018
Total ACORN PETROLEUM INC.:					8,504.08	8,504.08	
<b>AFLAC</b>							
550	AFLAC	549752	Account Number FH181	05/12/2018	177.58	177.58	05/24/2018
Total AFLAC:					177.58	177.58	
<b>ALPENROSE PRESS</b>							
860	ALPENROSE PRESS	1001	Books - Gift Shop	04/29/2018	263.28	263.28	05/24/2018
Total ALPENROSE PRESS:					263.28	263.28	
<b>ASCENT PLANNING LLC</b>							
1893	ASCENT PLANNING LLC	18-039	LifePlan Series	04/09/2018	1,350.00	1,350.00	05/24/2018
Total ASCENT PLANNING LLC:					1,350.00	1,350.00	
<b>B PUBLIC RELATIONS LLC</b>							
2192	B PUBLIC RELATIONS LLC	2182	Monthly Retainer - May 2018	05/17/2018	2,500.00	2,500.00	05/25/2018
Total B PUBLIC RELATIONS LLC:					2,500.00	2,500.00	
<b>BANK OF THE WEST</b>							
2330	BANK OF THE WEST	BOX620-03131	BRANCH: 000897 BOX: 620	05/11/2018	75.00	75.00	05/24/2018
Total BANK OF THE WEST:					75.00	75.00	
<b>BONNIE D. MOINET</b>							
3210	BONNIE D. MOINET	1693953204	Cell Phone Stipend	05/07/2018	70.00	70.00	05/24/2018
3210	BONNIE D. MOINET	GFOA050918	Reiimburse Mileage	05/23/2018	103.11	103.11	05/25/2018
Total BONNIE D. MOINET:					173.11	173.11	
<b>BUDGET BLINDS OF THE HIGH COUNTRY</b>							
3945	BUDGET BLINDS OF THE HIGH	57256	Nordic Center Blinds	01/22/2018	2,627.95	2,627.95	05/24/2018
3945	BUDGET BLINDS OF THE HIGH	57256	Day Lodge Blinds	01/22/2018	4,887.25	4,887.25	05/24/2018
Total BUDGET BLINDS OF THE HIGH COUNTRY:					7,515.20	7,515.20	
<b>CHAD MOST</b>							
4760	CHAD MOST	BBQCHALLENGEN	Petty Cash - BBQ Challenge Cas	05/22/2018	15,750.00	15,750.00	05/25/2018
4760	CHAD MOST	BBQCHALLENGEN	Petty Cash - BBQ Challenge Cas	05/22/2018	3,800.00	3,800.00	05/25/2018
4760	CHAD MOST	RTR JUNE 201	Petty Cash - Run the Rockies	05/25/2018	350.00	350.00	05/30/2018
Total CHAD MOST:					19,900.00	19,900.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>CHRIS LANDRY</b>							
5100	CHRIS LANDRY	DJ51918	DJ / MC for Frisco Clean Up Day	05/17/2018	250.00	250.00	05/24/2018
Total CHRIS LANDRY:					250.00	250.00	
<b>CIRSA</b>							
5440	CIRSA	181018	Insurance Update	05/18/2018	162.34	162.34	05/24/2018
Total CIRSA:					162.34	162.34	
<b>CO DEPT OF HUMAN SERVICES BIU</b>							
6041	CO DEPT OF HUMAN SERVICE	1558478 2018	CDHS License No: 1558478	04/28/2018	134.00	134.00	05/11/2018
6041	CO DEPT OF HUMAN SERVICE	1615629 2018	CDHS License No: 1615629	04/26/2018	134.00	134.00	05/11/2018
Total CO DEPT OF HUMAN SERVICES BIU:					268.00	268.00	
<b>CODEGEEK.NET</b>							
6707	CODEGEEK.NET	2018-377	Intranet Build	05/02/2018	1,338.75	1,338.75	05/11/2018
6707	CODEGEEK.NET	2018-377	Website Maintenance and Hosting	05/02/2018	780.00	780.00	05/11/2018
Total CODEGEEK.NET:					2,118.75	2,118.75	
<b>COLORADO HIGH SCHOOL CYCLING LEAGUE</b>							
6755	COLORADO HIGH SCHOOL CY	2018COSPON	2018 League Sponsorship	05/21/2018	4,000.00	4,000.00	05/24/2018
Total COLORADO HIGH SCHOOL CYCLING LEAGUE:					4,000.00	4,000.00	
<b>COLORADO P.O.S.T.</b>							
6820	COLORADO P.O.S.T.	0502-3-18	Justin Blousch / Cory Cuculis	05/02/2018	300.00	300.00	05/03/2018
Total COLORADO P.O.S.T.:					300.00	300.00	
<b>DIANE MCBRIDE</b>							
9110	DIANE MCBRIDE	030318-05021	Reimburse Personal Cell Phone	05/21/2018	140.00	140.00	05/24/2018
Total DIANE MCBRIDE:					140.00	140.00	
<b>ESTATE PARK TOWNHOMES</b>							
10415	ESTATE PARK TOWNHOMES	0618-0718	Monthly Rent/Utilities - C.Cuculis/	05/22/2018	2,490.00	2,490.00	05/24/2018
Total ESTATE PARK TOWNHOMES:					2,490.00	2,490.00	
<b>FAMILY SUPPORT REGISTRY</b>							
10630	FAMILY SUPPORT REGISTRY	04577912 5181	Remittance Identifier 04577912	05/18/2018	262.80	262.80	05/24/2018
10630	FAMILY SUPPORT REGISTRY	04577912 5418	Remittance Identifier 04577912	05/04/2018	262.80	262.80	05/11/2018
10630	FAMILY SUPPORT REGISTRY	07777691 5181	Remittance Identifier 07777691	05/18/2018	208.15	208.15	05/24/2018
10630	FAMILY SUPPORT REGISTRY	07777691 5418	Remittance Identifier 07777691	05/04/2018	208.15	208.15	05/11/2018
Total FAMILY SUPPORT REGISTRY:					941.90	941.90	
<b>FEI ENGINEERS INC.</b>							
10722	FEI ENGINEERS INC.	6590	Well #7 PRA Improvements	03/31/2018	7,390.49	7,390.49	05/11/2018
10722	FEI ENGINEERS INC.	6598	Well #7 PRA Improvements	04/30/2018	2,487.58	2,487.58	05/11/2018
Total FEI ENGINEERS INC.:					9,878.07	9,878.07	
<b>FREDERIC PRINTING</b>							
11255	FREDERIC PRINTING	POSFRE 1281	Customer No. 9468500001	03/16/2018	454.52	454.52	05/11/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FREDERIC PRINTING:					454.52	454.52	
<b>GARY MOSS</b>							
11800	GARY MOSS	42418	Train Diorama Equipment/Repair	04/29/2018	400.91	400.91	05/11/2018
Total GARY MOSS:					400.91	400.91	
<b>GATHERHOUSE INC.</b>							
11850	GATHERHOUSE INC.	2018FBM	Marina Brochure	04/23/2018	547.50	547.50	05/11/2018
Total GATHERHOUSE INC.:					547.50	547.50	
<b>HBL CONSULTING INC.</b>							
12970	HBL CONSULTING INC.	861	IT Services	05/02/2018	8,400.00	8,400.00	05/11/2018
Total HBL CONSULTING INC.:					8,400.00	8,400.00	
<b>HIGH COUNTRY CONSERVATION CENTER</b>							
13150	HIGH COUNTRY CONSERVATIO	HHW5132EVE	Wildflower Seeds	05/15/2018	209.39	209.39	05/24/2018
Total HIGH COUNTRY CONSERVATION CENTER:					209.39	209.39	
<b>ICONIX CLOTHING</b>							
13950	ICONIX CLOTHING	2815	Recreation Staff T-Shirts	05/08/2018	1,115.00	1,115.00	05/11/2018
13950	ICONIX CLOTHING	2815	Camper T-Shirts	05/08/2018	751.50	751.50	05/11/2018
13950	ICONIX CLOTHING	2820	Run the Rockies	05/14/2018	4,905.00	4,905.00	05/24/2018
13950	ICONIX CLOTHING	2821	Staff Shirts	05/14/2018	389.00	389.00	05/25/2018
13950	ICONIX CLOTHING	2831	Bacon Burner T-Shirts	05/19/2018	4,393.50	4,393.50	05/25/2018
Total ICONIX CLOTHING:					11,554.00	11,554.00	
<b>IFURNISH</b>							
13965	IFURNISH	20194	Office Furniture	04/26/2018	2,128.93	2,128.93	05/11/2018
13965	IFURNISH	20194	Office Furniture	04/26/2018	2,128.93	2,128.93	05/11/2018
13965	IFURNISH	20194	Office Furniture	04/26/2018	3,854.76	3,854.76	05/11/2018
13965	IFURNISH	20194	Office Furniture	04/26/2018	2,046.89	2,046.89	05/11/2018
13965	IFURNISH	20194	Office Furniture	04/26/2018	2,046.89	2,046.89	05/11/2018
Total IFURNISH:					12,206.40	12,206.40	
<b>INTERCEPT INSIGHT LLC</b>							
14245	INTERCEPT INSIGHT LLC	620	FAP Feedback Program 50% Dep	04/27/2018	1,750.00	1,750.00	05/11/2018
14245	INTERCEPT INSIGHT LLC	624	Frisco Nordic Center Pass Holder	05/15/2018	2,000.00	2,000.00	05/24/2018
Total INTERCEPT INSIGHT LLC:					3,750.00	3,750.00	
<b>JANICE PAPPAS</b>							
14880	JANICE PAPPAS	CRIME INSIGH	Mileage Reimbursement	05/22/2018	69.21	69.21	05/25/2018
Total JANICE PAPPAS:					69.21	69.21	
<b>JOHN ELWAY CHEVROLET</b>							
15935	JOHN ELWAY CHEVROLET	18-12	Chevrolet - Community Service Of	03/13/2018	28,103.00	28,103.00	05/24/2018
Total JOHN ELWAY CHEVROLET:					28,103.00	28,103.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>KRONOS INCORPORATED</b>							
17405	KRONOS INCORPORATED	11315035	Bill To: 6089328	05/09/2018	567.00	567.00	05/11/2018
Total KRONOS INCORPORATED:					567.00	567.00	
<b>KUMAR &amp; ASSOCIATES INC.</b>							
17465	KUMAR & ASSOCIATES INC.	184939	Project No. 186-115.00	05/07/2018	2,700.00	2,700.00	05/24/2018
Total KUMAR & ASSOCIATES INC.:					2,700.00	2,700.00	
<b>LAND TITLE GUARANTEE COMPANY</b>							
17660	LAND TITLE GUARANTEE COM	20180371	Coyote Village - 821 Pitkin Street	05/10/2018	1,664,089.68	1,664,089.6	05/10/2018
Total LAND TITLE GUARANTEE COMPANY:					1,664,089.68	1,664,089.6	
<b>LETTER H STUDIO</b>							
18165	LETTER H STUDIO	TOF 4_30_18	Update design Mountain Thrills/To	04/25/2018	390.00	390.00	05/11/2018
Total LETTER H STUDIO:					390.00	390.00	
<b>LOGANSIMPSON</b>							
18475	LOGANSIMPSON	21328	Project No: 175513	05/08/2018	8,162.00	8,162.00	05/11/2018
Total LOGANSIMPSON:					8,162.00	8,162.00	
<b>LOVE LIGHT APPAREL LLC</b>							
18532	LOVE LIGHT APPAREL LLC	2018-42	Frisco Bay Marina - Uniforms	05/16/2018	1,555.00	1,555.00	05/24/2018
18532	LOVE LIGHT APPAREL LLC	2018-42	Frisco Bay Marina - Retail	05/16/2018	3,956.00	3,956.00	05/24/2018
Total LOVE LIGHT APPAREL LLC:					5,511.00	5,511.00	
<b>LOYOLA MARYMOUNT UNIVERSITY</b>							
18534	LOYOLA MARYMOUNT UNIVER	956372564	Emily Sandbery SID: 956372564	05/14/2018	1,500.00	1,500.00	05/24/2018
Total LOYOLA MARYMOUNT UNIVERSITY:					1,500.00	1,500.00	
<b>MAD STUDIO LLC</b>							
18690	MAD STUDIO LLC	1664	Bacon Burner Poster & T-shirt Up	05/10/2018	300.00	300.00	05/25/2018
Total MAD STUDIO LLC:					300.00	300.00	
<b>MARGARET H. FAESSEN</b>							
18860	MARGARET H. FAESSEN	1686880611	Personal Cell Phone Stipend	04/12/2018	35.00	35.00	05/24/2018
Total MARGARET H. FAESSEN:					35.00	35.00	
<b>MARIA RESPINI-POLLARD</b>							
18890	MARIA RESPINI-POLLARD	4/30/2018	Refund Bank Fees - Check Error	04/30/2018	32.00	32.00	05/30/2018
Total MARIA RESPINI-POLLARD:					32.00	32.00	
<b>MARLIN BUSINESS BANK</b>							
19087	MARLIN BUSINESS BANK	15938194	Account Number 1489058	05/10/2018	1,882.75	1,882.75	05/24/2018
19087	MARLIN BUSINESS BANK	15938194	Account Number 1489058	05/10/2018	313.79	313.79	05/24/2018
Total MARLIN BUSINESS BANK:					2,196.54	2,196.54	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>MARTIN / MARTIN CONSULTING ENGINEERS</b>							
19250	MARTIN / MARTIN CONSULTING	22677.C.01-31	Project No. 22677.C.01	04/25/2018	325.00	325.00	05/11/2018
19250	MARTIN / MARTIN CONSULTING	M18.0378-000	Project M18.0378 Peninsula Recr	04/25/2018	3,125.00	3,125.00	05/25/2018
Total MARTIN / MARTIN CONSULTING ENGINEERS:					3,450.00	3,450.00	
<b>MATTHEW STAIS ARCHITECTS</b>							
19440	MATTHEW STAIS ARCHITECTS	3389	Frisco Bay Marina - Project: 1737	05/10/2018	20,562.30	20,562.30	05/25/2018
Total MATTHEW STAIS ARCHITECTS:					20,562.30	20,562.30	
<b>MCCREREY FINE HOMES</b>							
19535	MCCREREY FINE HOMES	18-0012	Refund Duplicate Building Fee	02/08/2018	5,371.25	5,371.25	05/11/2018
Total MCCREREY FINE HOMES:					5,371.25	5,371.25	
<b>MINDY ZABLOCKI</b>							
20307	MINDY ZABLOCKI	0118	Personal Cell Phone Stipend	05/16/2018	70.00	70.00	05/24/2018
20307	MINDY ZABLOCKI	0318	Personal Cell Phone Stipend	05/16/2018	70.00	70.00	05/24/2018
20307	MINDY ZABLOCKI	0418	Personal Cell Phone Stipend	05/16/2018	70.00	70.00	05/24/2018
20307	MINDY ZABLOCKI	MARCH 21-22	Reimburse Travel Expense	03/21/2018	58.91	58.91	05/24/2018
20307	MINDY ZABLOCKI	MSEC 0321	Reimburse Travel Expense	03/21/2018	92.65	92.65	05/24/2018
Total MINDY ZABLOCKI:					361.56	361.56	
<b>MOUNTAIN DIGGERS CORPORATION</b>							
20660	MOUNTAIN DIGGERS CORPOR	15046	Sink Hole Repair	01/26/2018	1,085.00	1,085.00	05/11/2018
Total MOUNTAIN DIGGERS CORPORATION:					1,085.00	1,085.00	
<b>MURRAY DAHL KUECHENMEISTER &amp; RENAUD LLP</b>							
20890	MURRAY DAHL KUECHENMEIS	14500	Matter No. 59875.00000	04/30/2018	9,765.06	9,765.06	05/24/2018
20890	MURRAY DAHL KUECHENMEIS	14501	Matter No. 59875.00010	04/30/2018	620.00	620.00	05/24/2018
20890	MURRAY DAHL KUECHENMEIS	14502	Matter No. 59875.23560	04/30/2018	168.75	168.75	05/24/2018
20890	MURRAY DAHL KUECHENMEIS	14503	Matter No. 59875.23580	04/30/2018	393.75	393.75	05/24/2018
Total MURRAY DAHL KUECHENMEISTER & RENAUD LLP:					10,947.56	10,947.56	
<b>NORA GILBERTSON</b>							
21470	NORA GILBERTSON	0418	Personal Cell Phone Stipend	05/15/2018	70.00	70.00	05/24/2018
Total NORA GILBERTSON:					70.00	70.00	
<b>NORRIS DESIGN INC.</b>							
21520	NORRIS DESIGN INC.	01-23950	Project ID 0350-01-0003	04/30/2018	10,568.56	10,568.56	05/25/2018
Total NORRIS DESIGN INC.:					10,568.56	10,568.56	
<b>NORTHWEST COLORADO COUNCIL OF GOVERNMENT</b>							
21700	NORTHWEST COLORADO COU	5/4/2018	Regional Economic Summit 2018	05/02/2018	25.00	25.00	05/03/2018
21700	NORTHWEST COLORADO COU	5/4/2018	Regional Economic Summit 2018	05/02/2018	25.00	25.00	05/03/2018
Total NORTHWEST COLORADO COUNCIL OF GOVERNMENT:					50.00	50.00	
<b>NV5 INC.</b>							
21710	NV5 INC.	88271	Project No: 333117-0000142.00	05/08/2018	7,565.20	7,565.20	05/25/2018
21710	NV5 INC.	88272	Project No: 333118-0000158.00	05/08/2018	6,603.38	6,603.38	05/25/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total NV5 INC.:					14,168.58	14,168.58	
<b>OZ ARCHITECTURE INC</b>							
22085	OZ ARCHITECTURE INC	122535	Project No: 117119.00	04/30/2018	14,931.55	14,931.55	05/25/2018
Total OZ ARCHITECTURE INC:					14,931.55	14,931.55	
<b>P4 WINDOW CLEANING, INC.</b>							
22130	P4 WINDOW CLEANING, INC.	6928	Historic Park & Museum	05/15/2018	150.00	150.00	05/24/2018
Total P4 WINDOW CLEANING, INC.:					150.00	150.00	
<b>PEAK LAND CONSULTANTS, INC</b>							
22602	PEAK LAND CONSULTANTS, IN	13/6992	Topographic Map - with utilities	05/22/2018	5,900.00	5,900.00	05/25/2018
Total PEAK LAND CONSULTANTS, INC:					5,900.00	5,900.00	
<b>PECZUH</b>							
22695	PECZUH	282058	Frisco Bay Marina Brochure	05/08/2018	2,444.52	2,444.52	05/25/2018
Total PECZUH:					2,444.52	2,444.52	
<b>PSYCHOLOGICAL DIMENSIONS LLC</b>							
23550	PSYCHOLOGICAL DIMENSIONS	1028-C	Post Evaluation Psychological Tes	02/12/2018	325.00	325.00	05/11/2018
Total PSYCHOLOGICAL DIMENSIONS LLC:					325.00	325.00	
<b>RANGE WEST, INC.</b>							
23910	RANGE WEST, INC.	18-6757	Project #16337 Frisco Main Squar	05/22/2018	76.50	76.50	05/24/2018
Total RANGE WEST, INC.:					76.50	76.50	
<b>ROCKY MOUNTAIN INSTRUMENTAL</b>							
25075	ROCKY MOUNTAIN INSTRUME	52470	RML #18-43635-AA	04/19/2018	250.00	250.00	05/11/2018
Total ROCKY MOUNTAIN INSTRUMENTAL:					250.00	250.00	
<b>ROCKY MOUNTAIN RESERVE</b>							
25115	ROCKY MOUNTAIN RESERVE	2161358	FSA/HSA Administration	05/10/2018	282.00	282.00	05/24/2018
Total ROCKY MOUNTAIN RESERVE:					282.00	282.00	
<b>SCHMIDT LAND SURVEYING INC.</b>							
26045	SCHMIDT LAND SURVEYING IN	3903	Project 1855 Marina Test Pits	05/18/2018	450.00	450.00	05/25/2018
Total SCHMIDT LAND SURVEYING INC.:					450.00	450.00	
<b>SE GROUP</b>							
26205	SE GROUP	32037	Project No: 17096001	02/01/2018	523.83	523.83	05/11/2018
26205	SE GROUP	32315	Project No: 18024001	05/05/2018	4,951.09	4,951.09	05/11/2018
Total SE GROUP:					5,474.92	5,474.92	
<b>SIGN LANGUAGE XL</b>							
26705	SIGN LANGUAGE XL	75141	Banners	04/26/2018	785.00	785.00	05/11/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SIGN LANGUAGE XL:					785.00	785.00	
<b>SOUTHERN WINE &amp; SPIRITS OF COLORADO</b>							
27180	SOUTHERN WINE & SPIRITS O	1710481	Customer # 16384	05/04/2018	201.15	201.15	05/11/2018
27180	SOUTHERN WINE & SPIRITS O	1717952	Customer # 16384	05/16/2018	229.80	229.80	05/24/2018
27180	SOUTHERN WINE & SPIRITS O	1723211	Town of Frisco	05/23/2018	6,111.10	6,111.10	05/25/2018
Total SOUTHERN WINE & SPIRITS OF COLORADO:					6,542.05	6,542.05	
<b>SUMMIT COUNTY GOVT - DRREC</b>							
28340	SUMMIT COUNTY GOVT - DRRE	MAY 2018	2018 DRReC Payment - #1	05/15/2018	44,372.52	44,372.52	05/24/2018
Total SUMMIT COUNTY GOVT - DRREC:					44,372.52	44,372.52	
<b>SUMMIT FIRE &amp; EMS</b>							
17600	SUMMIT FIRE & EMS	050118	Run the Rockies Tent Inspection	05/01/2018	150.00	150.00	05/11/2018
17600	SUMMIT FIRE & EMS	2018BACONB	Event Tent Inspection	05/17/2018	150.00	150.00	05/24/2018
17600	SUMMIT FIRE & EMS	2018-MARYRU	New Construction Permit	04/25/2018	600.00	600.00	05/11/2018
Total SUMMIT FIRE & EMS:					900.00	900.00	
<b>SUN IMPRINTS LLC</b>							
29135	SUN IMPRINTS LLC	1626	Night at the Museum Banner	04/27/2018	270.00	270.00	05/25/2018
Total SUN IMPRINTS LLC:					270.00	270.00	
<b>SUPERIOR INK PRINTING</b>							
29205	SUPERIOR INK PRINTING	51018	BBQ T-Shirts - Remaining Balanc	05/17/2018	5,985.25	5,985.25	05/24/2018
Total SUPERIOR INK PRINTING:					5,985.25	5,985.25	
<b>TAVERN WEST</b>							
29573	TAVERN WEST	180511	Night at the Museum Catering	05/11/2018	500.00	500.00	05/24/2018
Total TAVERN WEST:					500.00	500.00	
<b>TEN MILE ENGINEERING INC.</b>							
29685	TEN MILE ENGINEERING INC.	3-1085	Mary Ruth Project	05/02/2018	742.50	742.50	05/25/2018
Total TEN MILE ENGINEERING INC.:					742.50	742.50	
<b>TOM WICKMAN</b>							
30700	TOM WICKMAN	5/3/2018	Reimburse Expenses	05/03/2018	75.48	75.48	05/11/2018
Total TOM WICKMAN:					75.48	75.48	
<b>UTILITY NOTIFICATION CENTER CO</b>							
31930	UTILITY NOTIFICATION CENTE	218040391	Member ID: 30492	04/30/2018	118.90	118.90	05/11/2018
Total UTILITY NOTIFICATION CENTER CO:					118.90	118.90	
<b>VECTRA BANK COLORADO</b>							
32099	VECTRA BANK COLORADO	06-01-18	Account No. 113-01460-0074640-	05/03/2018	32,479.34	32,479.34	05/11/2018
Total VECTRA BANK COLORADO:					32,479.34	32,479.34	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>WILLIAM GIBSON</b>							
33105	WILLIAM GIBSON	CWCB051518	Reimburse Travel Expenses	05/14/2018	97.44	97.44	05/24/2018
Total WILLIAM GIBSON:					97.44	97.44	
<b>XCEL ENERGY</b>							
33380	XCEL ENERGY	590575808	Account 53-8074879-4	05/03/2018	155.22	155.22	05/11/2018
33380	XCEL ENERGY	590624598	Account 53-0011742402-2	05/03/2018	1.14	1.14	05/11/2018
33380	XCEL ENERGY	590672326	Account 53-1235617-3	05/04/2018	55.08	55.08	05/11/2018
33380	XCEL ENERGY	590775401	Account 53-8074879-4	05/04/2018	165.87	165.87	05/11/2018
33380	XCEL ENERGY	590811576	Account 53-0010948072-7	05/04/1948	96.42	96.42	05/11/2018
33380	XCEL ENERGY	591055906	Account 53-0012063160-0	05/07/2018	51.57	51.57	05/11/2018
33380	XCEL ENERGY	591083059	Account 53-1000709-7	05/08/2018	140.73	140.73	05/24/2018
Total XCEL ENERGY:					666.03	666.03	
Grand Totals:					2,002,639.27	2,002,639.2	

Dated: \_\_\_\_\_

Finance Director: \_\_\_\_\_

Dated: \_\_\_\_\_

Accountant: \_\_\_\_\_

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.





L O G A N S I M P S O N

## **Frisco Marina Park Master Plan**

Memorandum

**Date:** Wednesday, June 20, 2018

**To:** Diane McBride, Tom Hogeman

**From:** Craig Coronato

**Re:** Master Plan Updates

Since the Town council reviewed the master plan draft on 6/12/18, the following revisions have been made to reflect comments from Council, staff and consulting team members. In addition the draft document submitted on June 8<sup>th</sup> was incomplete and did not include some of the master plan narratives and graphics that have since been added:

- Added more developed conceptual renderings, sections and narratives for specific park and marina areas.
- Added more detailed language regarding the Big Dig: estimated cost for dredging and requests for revising existing permit.
- Revised areas around buildings to include splash pad, ice rink and relocate pavilion.
- Removed the potential redevelopment along Summit boulevard from the master plan, but included potential redevelopment of Parcel B-1 in the Phase 4 recommendations.
- Revised the market analysis to reflect need for Town council input on revenue generation, and added some verbiage about the funding sources to include potential general fund dollars.
- Added some language under “next steps” about addressing park and marina rules, including for overnight stays.
- Added a wetlands overlook consistent with location from 2017 trails master plan, but not extending to shoreline at Waterdance community.
- Upon review of the cost estimate developed in earlier version we found that our math was incorrect. The potential cost of Phase 2 is work is closer to \$8 million. Other phases were revised as well and backup provided for the appendix.
- Graphic: the document is designed to be printed (or viewed) in 11x17 size with “two-up” format. We’ve set up the PDF to default to that view for easier reading especially for the plan sheets.

Please let me know if you have any question or require additional information.



L O G A N S I M P S O N

123 North College Avenue Suite 206 Fort Collins, Colorado 80524  
Phone: 970.449.4100 Fax: 970.449.4101 www.logansimpson.com

**To:** Diane McBride  
**From:** Steve Sigler. Craig Coronato  
**Date:** January 5, 2018  
**Project Name:** Frisco Bay Marina Master Plan  
**Subject:** Stakeholder Interviews Summary

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## December 19, 2017

The following is a summary of the stakeholder meetings held December 19 and 20th to identify needs and concerns about the marina and park that should be considered in the master plan. The groups included Marina and Event staff, Concessionaires, public safety officers, rowing club, homeowner's association, and private landowners. The notes include questions that were asked and our interpretation of the feedback from participants.

### Event and Marina Staff

Attendees: *Vanessa Agee*  
*Nora Gilbertson*  
*Jenn Shimp*  
*Casey Farrell*  
*Jesse Risch*  
*Sara Skinner*  
*Tom Hogeman*

1. What are the best things you like about the existing marina? What should be preserved in any plan for the future?
  - a. Keeping the green space – grassy open areas where people like to hang out
  - b. Waterfront aspect (sand, boardwalk)
  - c. Flex space where the 4<sup>th</sup> of July events are held (flat grassy area between parking lots)
  - d. Lighthouse – might not be in the best location right now but it's a big attraction (photo ops, wedding pics) – it's charming
2. What needs to be improved at existing facilities? What are the top challenges that you would like to see addressed through the master plan?
  - a. Connectivity from the rec path could be improved
  - b. Connectivity to/from Island Grill (pedestrian connections)
  - c. Expand waterfront space (boardwalk, sand, etc.)
  - d. Parking is the number one issue
  - e. Pedestrian access

## 175513 Frisco Bay Marina Master Plan

- f. Bathrooms are another concern from an operational standpoint; should there be separate facilities for slip holders (restrooms, showers, coded and locked) vs. public? If there was no line, slip holders wouldn't care but they get annoyed with the lines...being in line behind other boaters is fine, being in line behind public is not. Enlarging the existing restrooms for public bathrooms.
    - i. Is there a need or a use for public showers (e.g. campers)? Probably...right now staff sends them to the rec center (they currently get about 2-3 cases/summer of public needing a shower)
  - g. Huge events are chaotic – e.g. triathlon, 4<sup>th</sup> of July. Parking/Circulation is not intuitive to visitors.
  - h. Refresh the playground. Make it nicer for the people who use it, but not to a level that it becomes a huge destination because they can't handle the parking needs as is.
    - i. Boat structure, pirate ship, more marina-esque theme within playground
    - ii. Makes sense to have playground next to bar/grill
    - iii. Doesn't make sense to have it closer to water
    - iv. Playground is too far away from other uses
  - i. Safety – Playground located between two parking areas with no sidewalk to it. There is a concern about kids on playground being struck by auto or bike traffic.
  - j. Kayak route – Should not be able to pass through slip holder and motorized boat traffic. Location is very important - depth issues, riparian zones, fisherman conflicts. Kayaks like to travel to islands.
  - k. Circulation, wayfinding, ramp locations - There is conflict between the boat drop off with vehicles, pedestrian and bike traffic. Signage within the marina doesn't provide intuitive wayfinding.
3. What is missing at the marina?
    - a. Enough restrooms
    - b. Having a real shop in boat service area – right now it's a makeshift tent area. It's become more permanent and it was never supposed to. They do anything and everything from shrink wraps, to mechanical motor service, to boat bottom painting. Need a real building.
  4. What is the best marina you've ever been to, and what could we do here to be more like that one? What could we learn from them?
    - a. The Tiki Bar in Dillon is very successful. Waterfront food and beverage service would be well received.
  5. How does the marina meet community/visitor needs?
    - a. See #2 for needed improvements
    - b. Observe up to 50 (normally 35-50) staying overnight on summer weekends
    - c. Boats are getting bigger
    - d. Power to slips- would be well received by slip holders and could be financially feasible by charging additional fees.
  6. What is the overall long-term vision for the marina? Event space, neighborhood park, tourist attraction, economic generator, trailhead?
    - a. All of the above – good combination of everything
    - b. Most beautiful place on the lake
    - c. Doesn't look like a boatyard. In contrast to Dillon marina it is known more as a "park"

7. Do you see growing demand for specific facilities or programs? What new types of water sports are emerging?
  - a. Paddle sports increasing
  - b. Better ability to handle marina and rental services
8. If additional funds were available for the marina, how you allocate the funds? What's the #1 priority?
  - a. Slip holders and boat/paddle sports rental businesses are the biggest priorities
  - b. Power service to waterfront
9. How many staff are employed at the marina? 3 full-time year round, 26 total staff with seasons
  - a. What are seasonal limitations and hours?

Health insurance for seasonal staffing...can only work 1,543 hours/summer. Shortage of employees. Up for options, e.g. job sharing – whatever it takes to be competitive.

Normal hours:

    - i. 9-5 in spring up until memorial weekend
    - ii. 8am to 7 pm from June 1-Sept 9
    - iii. Sept 9-5
  - b. Where do they park?

Every day is different. Encouraged to park at far end near playground; or at the boat maintenance area during peak times.
  - c. How long is wait to launch on peak days? How about day use trailer parking?
    - i. The truck and trailer parking fills up on the busy days with cars that don't have trailers once the rest of the lot starts filling (once the first person ignores the sign everyone else follows pretty quickly). If someone shows up at noon on a Saturday they will be parking their truck/trailer combo in B-1.
  - d. Does ramp access work well now for boaters?
    - i. Kayak ramp and route is ok
    - ii. Trailers can't make reverse turn in parking lot.
10. Other than 4<sup>th</sup> of July and BBQ what are some additional events hosted every year?

Rock the Dock Kickoff party for boaters, Timberline Cruiser Regatta, Triathlon, every Friday live music, fall locals party, movies in the park

  - a. An event planned or proposed for future?

Musician benefits; get out girl, paddle jam, Summit Games
  - b. How do attendees park? It's insane. They park wherever they can find. Sometimes staff directs them offsite like to the rec center or Walmart
  - c. Do you ever charge a fee for entry or parking? No. Don't want to go that direction.
  - d. What potential winter, fall, spring activities/events could take place here? Quincineras, Indoor event space. Ice skating in winter. But no on-site parking is available.
  - e. Every single event needs more electrical - at least 50 amps for the stage area. At least 50 amps for the vendors. Need spider lines. Don't want a permanent stage. Maybe something like a multiuse deck would work. Utilizing the existing deck doesn't work because the noise is too loud inside the office; can't talk to customers.
11. What if winter boat storage was located off site? See #12 answer below
12. What if snow storage was located off site? It would have to be worth it. Benefit has to outweigh cost of moving everything off with truck (right now it only requires one truck and one trailer). All of the boats and trucks would have to be registered and "highway capable" which right now they are not.

13. If you started over with an undeveloped site and had a clean slate what might you do differently?  
N/A
14. Any parting thoughts?
  - a. Like to keep the natural look. If we improve the electrical systems, keep them camouflaged.
  - b. Landscaping/Trees – they've become massive. Fly fishing practice is impeded. Need better balance: front lawn trees are great, but need more focus on trees around the buildings.
15. One final question: what is the function of the trailhead parking lot?
  - a. It is used primarily for road biking parking. It often overflows into marina parking. Also a major spot for people to get water and use the restroom. Existing condition of marina Porto-lets is not that pleasant, so people use these for marina restrooms.

### **Island Grill Concessionaire**

Attendees: *Bobby Kato*  
*Tom Hogeman*

*His business is getting busier in the summertime than in the wintertime now. Restaurateur (5 restaurants) for over 40 years – 4 out of 5 in Frisco. Awarded the first concessionaire in 2004. It's busting at the seams – 500SF of existing floor space but doing a massive amount of business.*

1. What are the best things you like about the existing marina? What should be preserved in any plan for the future?
  - a. The ambiance. It is the number one lure. Beautiful lake and mountain backdrop. Weather. Continental divide. Perfect location for tourism.
  - b. Convergence of biking – Copper Mountain trying to become mecca. Bike loop around lake.
  - c. Many amenities
  - d. The Town of Frisco should really concentrate summertime activities around the Marina
2. What needs to be improved at existing facilities? What are the top challenges that you would like to see addressed through the master plan?
  - a. Parking
  - b. Pedestrian Walkway – there were discussions in the past about a pedestrian overpass across Summit Blvd.
  - c. Storage, mechanical and indoor cooler space, as well as sun exposure for outdoor seating
  - d. Boathouse building is old – needs updating
  - e. Island Grill building was never built properly for the purposes of the current use. They make do, but if he was to do it again it would be entirely different. Key things to make it more successful:
    - i. Size and more realistic kitchen, storage space.
    - ii. Need space for composting. They go through thousands of compostable plates, cups, napkins, because they don't have enough space for washing dishes. Disposables. If they did it would subtract from the general utilization of the park space. Corn-based compostable products are very sensitive to heat.

- iii. Need beer coolers. Overwhelming with happy hour crowd. Beer only delivered once or twice a week. Keg storage. Can't be stored warm because they take 12+ hours to cool.
    - iv. His biggest limiting factor is the structure. He believes it can be band aid-ed. Main limiting factor is lack of storage.
    - v. Bathrooms are inadequate.
3. What is missing at the marina?
  - a. Pedestrian walkways
  - b. If you add facilities and activities parking will become an even bigger issue.
4. How does the marina meet community/visitor needs? Summertime hot spot for community gathering.
5. What is the overall long-term vision for the marina? Event space, neighborhood park, tourist attraction, economic generator, trailhead?
  - a. Original master plan never imagined it to be this busy. Summertime is now the peak season. Expanding summer business. Winter is already at capacity.
6. If additional funds were available for the marina, how you allocate the funds? What's the #1 priority? Parking and pedestrian/bike safety, signage.
7. Confirm they have another operation at Dillon marina.
  - a. No. It was just sold.
8. Are they elsewhere?
  - a. Tavern West on Main St. Incline Bar and Grill out at Copper. Couple other that he sold.
9. Is it a year round business in Town?
  - a. No. Memorial Day to Labor Day. If the weather is nice they open early and also may stay open late. Not weatherized. They take out the water lines etc.
10. Could they support a year round business if other conditions at the marina changed – winter/off season attractions?
  - a. Wouldn't even want to try. Unless there was some major winter attractions.
11. What are their peak days/times food/beverage? I understand happy hours are pretty popular there. Weekends. Happy hour. Thursday-Friday around 3-4 o'clock. Sunday dies down early due to traffic back to Denver.
12. What are their indoor/outdoor space needs?
  - a. See #2e answer. More STORAGE SPACE – refrigerator and beer storage. Limited space = limited capabilities. If they were afforded the ability to make a few minor upgrades to the building, they'd be in good shape.
13. Have they been part of the marina building architecture conversation about options to combine facilities?
  - a. No.
14. Can they cater to other events like weddings?
  - a. Could, but couple limiting factors: space, kitchen capacity. Wedding party spending at least 10 – 15k for tents, utilities, etc. on top of food.
  - b. He has a great relationship with the town boat marina organization.
  - c. Have to coordinate special events with the Town because they take up almost all the parking.
15. Could they support a satellite facility on the waterfront/pier with limited food/beverage service? Snack shack permanent structure idea?

- a. He thinks the issue there will be liquor licensing and labor issues. Can't staff it sufficiently because it's so variable with the weather conditions, etc. Can't keep sending staff home.

### **Public Safety**

Attendees: *Tom Wickman*  
*Jeff Bering*  
*Mark Watson*  
*Tom Hogeman*

1. If additional funds were available for the marina, how you allocate them? What's the #1 priority?
  - a. For Emergency Services/ Asst. Fire Chief: Cleaning up the access issues within the boat parking lot area.
  - b. For Police Chief: The security gate.
  - c. For Marina Ranger Sheriff: Storage for the ranger boat in a designated and secured area.
2. How do they use the marina to access the lake?
  - a. Seasonal boat rangers. Depending on how full it is they are based out of Dillon. Primary area is Pine Cove due to congestion and traffic. If within Frisco Marina area, they'll go to the Frisco Dock. Getting through the paddleboard and canoe/kayak traffic is difficult.
3. What are some of the security issues at the current site?
  - a. The bigger you build it, the more people arrive. Police chief: my dream would be to have a gate that locks at a certain time of night, but with people staying on boats that can never happen.
  - b. Receive lots of calls about people sleeping in the parking lot (next to the playground)
4. What are the top 5 issues that the MP should try to address?
  - a. Propane tanks need to be moved. This is the number one safety concern. Could blow up the Town – would explode all the way to the Cove. Fire Asst. Chief: "That's urban renewal at its finest."
  - b. Drunk Motorists – drownings are most often alcohol and drug related.
  - c. People going down to Marina at night – sex, drugs, theft (stealing motors/engines). They run patrols depending on what time of night. There's been vandalism at the Lund House. No security systems currently in place. Would support a few key security cameras in key locations. See map. Cameras, like those at marijuana dispensaries, should be at eye level.
  - d. Lighting is terrible – existing solar lighting was an experiment. Now it is old technology and doesn't work.  
Desired aspects: motion sensors – always on dim, but get brighter with motion

- e. Political issues: concern about Town-wide growth pressures contributing to potential crime and security
5. Other items contributed:
- a. There is nothing in the code that requires a secondary marina access. As it exists today, there are no safety issues with having a single point of access for fire.
  - b. Re-do the flow tailored to boat traffic. E.g. adding a gate at the entry into the boat parking lot.
- c. System there runs really well now, just be preventative in terms of planning for growth and exponential growth in use looking out 20 years from now. Space considerations: looking 20 years into the future as the Town/marina grows. What happened in Boulder in terms of density (building up) will inevitably happen here. The Town of Frisco is pro-growth.

### **Rowing Club**

Attendees: *Joanne Stolen*  
*Ted Mueller*  
*Hans Wurster*  
*Tom Hogeman*

1. What are the best things you like about the existing marina? What should be preserved in any plan for the future?
  - a. Please no water skiing or jet skiing. Keep as is.
  - b. Paddle boarding use is increasing
  - c. Muscle powered sports capital – we have a great thing going here – the marina is a great asset for the Town
2. What needs to be improved at existing facilities? What are the top challenges that you would like to see addressed through the master plan?
  - a. Want a boathouse for storage
  - b. Could include Kayak and Canoe Storage
3. What is missing at the marina?
  - a. A Rowing Club Boathouse – could pitch ourselves as a high altitude training center. They could easily come up with ~\$100,000 to contribute. Would love to do a public-private partnership. Could be a multiuse building – restaurant, workout facility, rowing club. Could have a restaurant and events venue. For more money, it doesn't have to be an eyesore.
4. What is the best marina you've ever been to, and what could we do here to be more like that one? What could we learn from them?
  - a. Sarasota Florida – just had national competition there
  - b. The Winklevoss (Facebook twins father's) Facility in Connecticut (multiuse boathouse)
  - c. Oklahoma City
5. How does the marina meet community/visitor needs? Very well received by community.



6. What is the overall long-term vision for the marina? Event space, neighborhood park, tourist attraction, economic generator, trailhead?
  - a. There is no rowing venue in the state that even comes close to what we have here.
7. Do you see growing demand for specific facilities or programs? What new types of water sports are emerging?
  - a. Paddle boarding – fast growing trend in North America; races emerging
8. If additional funds were available for the marina, how you allocate the funds? What's the #1 priority?
  - a. Multi-use boathouse
9. What are their facilities needs for storage (boats and other equipment), access to shoreline, and depth at point of entry (prefer to load from dock or beach?).
  - a. Hans has an example he built in Wisconsin. Could ask him for plans: 2 story, 110 feet long.
  - b. Access to shoreline: max 100 yards.
10. Do they have (or want) access to marina building for storage or operations?
  - a. They want a separate boathouse built specifically for them. Currently, they use the unused land right by the shoreline, and then they park a shipping container on the lot in winter and store the boats in there.
11. What are their peak seasons and days/times?
  - a. Summer, from sunrise until 9:30 – 10:00 am (before the tourists arrive)
12. Who are their members – teams, individuals: growth demand?
  - a. 70-80 members from Frisco, Vail, Breckenridge, Boulder, Rocky Mountain, Mile High Kids. The sport has grown a lot in Denver. Lots of membership is from visitors – see below.

Boulder Community Camp comes out here in the summer. Junior rowers from Texas came a few years ago. Lots of people from out of town.

    - a. They offer a membership: one day or one week “punch pass”. They have to be experienced members. They have more and more people coming in every year from all around the nation and internationally. Membership is extremely affordable here. \$250 for the whole season
    - b. It's a growing sport. The high schools are increasingly designating it as an official, recruitable sport program (college recruiters). Growing in Boulder, Denver, and around the nation.
    - c. More opportunities to advertise internationally. Tourism. One of their prime interests is getting more visitors here to share the beautiful venue

**Waterdance HOA- invited but no attendees**

December 20, 2017

### Private Owners

Attendees: *Mark Sabatini*  
*Woody Van Gundy*  
*Tom Hogeman*

#### General input from participants:

1. Mark S will send old aerial photos showing conditions prior to Dillon Dam construction.
2. Woody and several partners have developed the southwest corner of Main Street.
3. Many have concerns with propane shop location.
4. The 2018 CDOT project for Summit Blvd improvements north of Main Street - the "Gap" project - is projected for completion in 2020.
5. The southeast corner of Summit/Main should have better land uses. There is a need to "bookend" Main Street with attractive uses.
6. Accommodate the Big Dig into proposed marina improvements.
7. Respect views from the Town to the lake. If anything is built vertical in the Marina it may have an impact on views.
8. Friday nights are packed with activities. In the Fall it is locals' parties.
  - a. Locals go on weeknights in summer if possible
  - b. Expand on community center events - concerts
  - c. Want it to remain real/authentic
  - d. Consider adding more Winter uses
9. Keep it simple
  - a. Like the existing beach area
10. Need limits on parking.
11. Sanitation District outflow is about 3 degrees warmer than the rest of the lake— may have impact on cold water fishery such as Trout
12. Keep natural feeling of the Marina (Moose, Trout, etc. are regular visitors)
  - a. Boardwalk with an observation deck if it is not feasible to go all the way through the wetlands
  - b. Add wayfinding and interpretative elements
13. Improve fencing and barriers between sanitation district and park.
14. Provide multi-modal connectivity to the Marina
  - a. Some proposals include completing the paved trail all the way around the reservoir
  - b. Need to improve signage as part of the trails plan
15. Entryway design needs to be improved. Better circulation is critical.
  - a. Internal pedestrian circulation improvements are needed
16. Visual and physical connections
  - a. Improve signage and lighting

## 17. Workforce Housing

- a. Need has not been identified for marina.
- b. Denver Water doesn't support housing on their land.
- c. Potential to include on Town's corner parcel with first floor retail.

## Slipholders

Attendees: *Gary Sonnett*  
*James Dickinson*  
*Grey Pearson*  
*Pawel Kaliszan*  
*Diane Monaghan*  
*Lindsay Atkins*  
*Tom Hogeman*

## General input from participants:

### 1. The Big Dig

- a. Dillon has the advantage of being a deep water marina.
- b. Any improvements are at the discretion of the Denver Water Board
- c. Denver Water is not going to lower the lake just for this project
- d. ACOE permit is in place for when there is a drought year
- e. Where do we put the fill dirt?
  - i. Denver Water is aware of, and the Army Corp of Engineers permit describes, placing the dredged material on the lake bed somewhere at the marina to create new land.
  - ii. Greatest earthmoving expense will be transportation
  - iii. Concern if any artifacts are found there would need to be an EIS.
- f. Could open marina up to a month earlier each year
  - i. Water depth after the big dig would be an *additional 12'* deeper, or about 19' of depth at the gas dock when the lake is full...
  - ii. Slip renters pay May through Oct but typically don't get boats in until June.
- g. Big Dig was approved by Town Council in 2009/2010.
  - i. There have only been three low water events that created problems with access to the marina.
  - ii. Lowering the docks doesn't solve the low water issue.
- h. There is an earthwork volume that has been permitted by ACOE.
  - i. The master plan will consider alternatives to make the best use of the excavation and fill
  - ii. Engineering is not part of this scope.

- i. Previous design for Marina included Big Dig grading plan
      - i. It created about 5.5 acres of usable space and up to 200-300 parking spaces
      - ii. Lake bottom would be lowered to elevation 9001 feet.
      - iii. Big Dig is not a finished and approved design.
    - j. Work could be completed incrementally
2. Power and Wi-Fi to the docks is desired.
  - a. Need is growing
  - b. Priority to have Wi-Fi\_\_\_33 first, power second.
  - c. Slip holders will pay higher cost for power.
  - d. Generators are very loud and undesirable – some people using now.
3. Parking
  - a. Hikers, bikers, and Town visitors park at the Marina
    - i. There is very heavy use for Town events
    - ii. Need to be there before 9AM to get a spot on weekends
  - b. Design around parking should be a priority
    - i. Potential solutions include: reserved spots for slip holders (will pay extra)
  - c. Drop off zone does not have good signage and traffic flow
  - d. Short-term and long-term parking needs to be addressed.
    - i. On occasion people leave vehicles and campers for over a week.
  - e. Potential to move trailers to the school in the summer.
    - i. Need to have conversations with the School District/County.
    - ii. Shuttle needed or courtesy dock
4. Things we love about the marina
  - a. Family oriented
  - b. Staff is awesome
  - c. Don't want to change overall feeling
  - d. Don't want to be like Dillon – different attitude, personnel turnover
  - e. Newer boats are getting too big for this Marina
  - f. Buoys for paddleboards was a great improvement
5. Improvements needed
  - a. Parking – shouldn't be just a parking lot
    - i. Access road into Marina should be looped so safety is improved.
    - ii. Parking structure needed for the Town.
  - b. Bathrooms and showers
    - i. Location closer to the slips
    - ii. Better separate day use versus slip users.

## 175513 Frisco Bay Marina Master Plan

- iii. Coded or gated access
  - c. Improved facilities at docks
    - i. Carts to get stuff out to boats
  - d. Provide a larger shallow beach.
  - e. Moorings closer in for fisherman
  - f. Provide a water line connection at the gas dock.
    - i. New gas dock is needed soon anyways
    - ii. Concern about congestion at the gas dock
  - g. Need signage for no wake zone
  - h. Need speed control in the parking lot
    - i. Bumps would be an issue with trailers
  - i. Potential to provide another ramp for small boats at south side of pier
    - i. Natural separation of boaters.
    - ii. Provide Hobie Parking. They can't tie up to the dock
    - iii. Provide area for sail storage on dock.
  - j. Add sailing school and rentals
    - i. Sunfishes and/or Lasers.
  - k. Potential for adding a "Dock Island"
    - i. Star docks in lieu of moorings
    - ii. Shuttle for access to Marina is probably expensive
  - l. Security needs
    - i. Cameras on the docks.
    - ii. Police suggested these.
    - iii. Add security gate for boats/trailers area, already have at the docks.
  - m. A year-round restaurant would be nice
  - n. How about a skating rink in the park for winter use.
    - i. Integrate with year round restaurant
    - ii. Conflict with winter boat storage and availability of parking.
6. Funding
- a. Marina is currently an enterprise fund
  - b. Will slip holder's fees go toward Master Plan improvements?
  - c. How will improvements be paid for?
7. Priorities and timeframes are needed.
- a. How does the Town address immediate needs through this plan?

END



L O G A N S I M P S O N

## Frisco Bay Marina Master Plan

### Workshop Notes

Date: 2/7/2017 and 2/8/2017

Location: Town of Frisco Community Room

### Client Group Meeting (9:00 Wednesday)

Present: Diane McBride, Tom Hogeman, Joyce Algaier (Town of Frisco); Craig Coronato, Greg Weykamp, Steve Sigler, Andy Vieth, Rachel Ackerman (Logan Simpson team)

This was a working session to review the research, assessment and conceptual design products developed to date, and discuss the agenda for upcoming advisory committee, stakeholders and public meeting. Discussion developed guiding principles for the project:

- Expand and improve current capacity and level of service at the marina
- Address conflicts to improve access for people to the waterfront edge
- Make the marina park an extension of Main Street
- Better organize uses to support a quality experience for marina park users
- Enhance waterfront environment with an emphasis on views, water quality, and habitat
- Support year round uses by adding winter activities and addressing snow and boat storage
- Make Park inviting for locals and visitors by improving access from and across Summit Blvd

### Other discussion:

- Carrying capacity of 2001 plan has already been exceeded.
- How will the master plan address the need to balance marina and park uses?
- Marina needs more space for users to spread out, reducing conflicting uses.
- Beneficial to concentrate staff service area from an operations standpoint.
- Boating orientation/circulation patterns are very important. Boat renters are mostly unfamiliar with rules and protocols. They often use the boat ramp to launch causing conflicts.
- Marina serves about 20-30 “weekend warrior” boaters on ramp.
- Design Team identified 5 major variables that define the alternatives developed:

Alternative	Boat Ramp	Buildings	Parking	Lot B1	Service Area
A	Move west	At lake edge	Remove south	Surface Park	Redesign
B	Move east	Existing area	Reduce north	Developed	Relocate

- Also how to include the big Dig and create more flexible open space/park areas are important.
- The project area is being expanded to accommodate the master plan vision - it doesn't reflect exact current lease limits.
- Boat storage buildings would reduce the visual clutter on the site, can be simple and attractive, while providing protection for equipment.

- Rental kayaks and SUPs provide about 2/3 of the revenue for the marina. There is current potential to rent about twice as many boats (power and paddle) as they do now.
- Marina should provide about 20 dedicated parking spaces for slip holders.
- There currently isn't wifi, power or water at the docks.
- Project team suggested adding 30'-35' foot slips for larger boats and installing power and water at those locations as well. Consider a smaller trial expansion to test demand.
- For comparison Frisco slips rent for \$65/foot with no electricity, Dillon slips cost \$85/foot with electricity.
- Marina doesn't allow live aboard slips, although weekend users/campers are present and tolerated. They provide an additional security benefit.

#### Discussion of role of Advisory Committee and overall project goals

- Advisory Committee Roles/ Discussion:
  - They are the "eyes" of the community
  - Provide visionary questions – it is a 20 year vision plan
  - Offer a "gut check" of design team assumptions
  - Advisory group was sent Stakeholder notes by the Town
  - Determine value of this precious resource
- Key goals for Marina:
  - Maintain/ improve quality of boating
  - Increase/ improve public open space
  - Improve water front access
  - Clean up circulation and clutter/ disorder
  - Enhance quality of the experience while at the marina

#### **Advisory Committee Meeting** (noon to 2:00 Wednesday) (sign in sheet from Andy)

This meeting was from noon until about 2:00 with invited members of the Advisory Committee. The agenda included an overview of the project goals and schedule, the project team's findings to date, an overview of some quick concepts being developed, and an invitation to participate in the process, over the next few days and months.

#### Notes from discussion:

- The Big Dig will yield up to 70,000 cubic yards of soil
- No towed water sports/ towed activities are allowed on Lake Dillon
- Live aboard boaters are not allowed at the marina
- Balance the carrying capacity of the site for events & amenities
- There are hunting and boating conflicts during water fowl season. Mostly noise and perception related by SUP users. Conflict area is around the islands and Gibson Bay.
- Goal is to be a "Park-once" Town, instead of catering to car users' needs.
- Summit Middle School may be a possible put in location for SUP and Kayaks on weekends, would need ramp and stairs to access water.

- Denver Water stated that No Body Contact with Water policy is a liability issue not a water quality issue. Swimming would be allowed if a different agency/ entity takes on the liability.
- Beach areas would be very popular.
- Land Basis and Value? (Parking needs to be addressed on a community discussion)
- City could review restarting the Frisco Flyer (PRA)

#### Notes from Flip Chart:

- Should we consider limiting ramp/boat launch activities at the site – putting them elsewhere on the lake? General consensus was ramp should stay but other locations considered. Agreement that present location divides site and activities.
- Slip capacity is adequate: a business case should be made to expand to accommodate waiting list and demand.
- The number of existing 30-35 ft slips is ok. Agree that we should consider adding some larger slips and add services (wifi, electric, water) to some, not all.
- Rental boat demand is very high and revenue is substantially higher than slips or other revenue sources. Demand could accommodate double the number if boats and staffing were available.
- Amount of space for marina staff is an important consideration.
- Consider site carrying capacity for:
  - Events
  - Amenities
- Hunting (islands) conflict with boating
- Explore opportunity of human powered craft dock beaching by the middle school
- Consolidate storage of paddle sports boats
- Access to water – DREC and Denver Water do not encourage bodily contact for liability reasons. Water is very cold. Wading and swimming are in demand, but Town would need to take on liability for body contact in order for DREC/DW to allow this use.
- Parking use is not the highest and best use of lot B1. Parking issue must consider more than just the marina park site.
- Has a dog park been considered?

#### **Charrette** (2:00-5:30 Wednesday and 8:00-4:00 Thursday)

Project team listened to other ideas, inputs and concerns from Town planning and marina staff and developed two alternative concept plans based on the variable identified at the kickoff. Also reviewed site assessment diagrams and located precedent images to support the concepts. See initial concepts and images below.

- Scott Harris has drawings for Park Improvement parcel at SH 9 & E. Main St.
- Could provide Dynamic metering for parking lots to direct drivers
- Marina Staff Observations/ Wish List
  - Currently have storage space for 222 Kayak, have about 120 on wait list.
  - Currently have 4 courtesy slips



- Feel like there is a shortage in temporary use capacity/ slips
- Gate to close marina is at the ramp
- There currently isn't a "Hobie" beach.
- Could double the number of pontoon rentals due to demand

**Public Meeting** (6:00-7:30 Thursday) (flip charts and poll dots)

The meeting was held at the Day Lodge at the PRA from 6:00-7:30pm. Approximately xx people attended (see sign in sheet). Members of the project team greeted people, described project ideas, answered questions and took notes from inputs.

Reference scans of green dots and sticky comments on boards. Some examples of input heard:

- People were interested about an underpass connecting the Rec Paths on either side of SH9 at Ten Mile Creek once that was clarified.
- Ice skating and a full service restaurant/ café were popular activities with many people.
- A slip holder wanted to know how funding and phasing of the project would happen.
- A rowing club member mentioned that rowing along the northwest side of the slips/jetty is difficult for beginners and when you come back to the marina because of the Ten Mile Creek current.

END



L O G A N S I M P S O N

Frisco Bay Marina Master Plan

Workshop Notes

Date: 4/11/2018 and 4/12/2018

Location: Town of Frisco Peninsula Recreation Area Day Lodge

### **Client Group Meeting (9:00 Wednesday)**

Present: Tom Hogeman (Town of Frisco); Craig Coronato, Greg Weykamp, Steve Sigler (Logan Simpson team)

This was a working session to review the generation of a preferred alternative from the two initial concepts developed to date, and discuss the agenda for upcoming advisory committee, stakeholders and public meeting. The discussion reviewed and refined the presentation for the advisory committee and public meeting:

- Guiding Principles
- Access circulation and parking
- Buildings and facilities
- Marina improvements
- Recreation and open space

Work session (10:30-noon) with Matthew Stais and Larkin

Reviewed and coordinated current proposed location and layout of marina operations building

### **Advisory Committee Meeting (noon to 2:00 Wednesday)**

Present: See sign-in sheet

This meeting was from noon until about 2:00 with members of the Advisory Committee. The agenda included an overview of the project development to date, and comments.

Notes from discussion:

- The Big Dig alternatives yield 45-55k cubic yards of soil based on the two alternatives. It is likely a combination will be required to meet project goals, yielding 75k CY or more.
- Water Dance residents are concerned about boardwalk location shown as they may be within existing conservation easement and adjacent to HOA property. HOA does not want to encourage additional pedestrian or bike access along northeast shoreline.

- Boat House should be sized to accommodate at least the existing number of boats stored outdoors at the marina. Marina staff expressed opinion that current outdoor storage is not all bad.
- Alternative Concept C- refine concept to show the following:
  - Add pull off lane for boat rigging and preparation, move curb line about 9 feet south to accommodate 3-4 simultaneous temporary car/trailer parking spots.
  - Show location of inspection and boat wash stations on plan. Review locations with Tom for best fit for operations staff use.
  - Lot B1 parking- If developed in the future may lose parking options for marina use. Staff suggestion was that parking on marina property should be configured to provide approximately 20 more spaces than what concept C is currently showing.
- It was discussed that a portion of marina leased land adjacent to the cemetery as shown in Concept C was not currently utilized. Can access and parking be reconfigured to utilize this particular portion of the property?
- CDOT comment on marina access road was to align southern edge of curb on marina road with southern edge of proposed curb for Main St. across Summit Blvd.
- CDOT commented on right-in right-out proposed access aligning with Granite St. He will follow up, but this connection to Summit Blvd may be too close to proposed roundabout.

**Charrette Workshop** (2:00-5:30 Wednesday and 8:00-4:00 Thursday) with staff from Marina

Project team refined elements of the preferred plan including:

- Include an area for food trucks and farmers market (power/water/grease trap?)
- Make sure to include sanitary pump out facilities for boats (in and out of water)
- Boat wash/contaminated wastewater now captured at clean out for inspections near boat service facility: better located closer to ramp: need to verify whether this needs to go to sanitary or as it now to drywell.
- Town holds and annual sand castle competition for kids in August
- Questions for Denver Water: Brandon could not attend meeting so the question revolved around: can the excavated material from the Big Dig be used above the 9017 high water elevation? Are there any water rights concerns? Can the volume be increased up to 100k CY? Can lease limits be extended? Other concerns? Will meet next week after DRRec.
- Mark Luna from Martin and Martin attended in the afternoon. Per test borings taken the material in the bottom of the lake is significantly better material on the south side than on the north side. Park improvements will require approx. 25k CY of fill, so remainder of Big Dig material will have to be disposed elsewhere.
- There is a hotel starting construction in downtown Frisco that may have 15k CY of excess fill material available if needed.
- Planning staff came in for the afternoon - CLOMR/LOMR will be need for building – construction in floodplain. Building Set backs are 25' from high water and 25' from wetlands.
- Discussed relocation of sewer lift station from present location to area near dumpster and fuel storage area. Needs to be within 120' radius of current building.

- Current parking lots are drained via percolation system. Haven't had major issues, Public works suggested placing a bigger vault in snow storage area to accommodate gravel and make clean out easier.
- Request by Mark L to add spot elevations to the plan so he can do some calculations regarding Big Dig.
- Discussion of lighting: keep dark sky approach, remove wind turbines, add webcams for security
- Change public service easement on plan to reflect change (Mark L has latest)
- Demand for more transient use docks – only 4 now – already oversubscribed for July 4<sup>th</sup>.
- Request by Tom to make sure we have adequate parking (up to 10% more) on site outside of lot B1
- Request by Jenn for bigger paddle sports rental docks; they could be double their current size and include rollers to reduce risk of injury.
- Town is banning sale of single use water bottles and requested 3 or 4 bottle filling stations.

**Public Meeting (5:00-6:30 Thursday) (see sign in sheet)**

The meeting was held at the Day Lodge at the PRA from 5:00-6:30pm. Approximately 65 people attended (see sign in sheet). Tom, Craig and Matt gave an overview of the project plan and members of the project team greeted people at work stations, described project ideas, answered questions and took notes from inputs.

Some of the input heard and recorded:

- People requested additional activities in the park, requested uses included: tennis, pickle ball, skate park, basketball
- Mixed reactions about the light house, some individuals wanted to keep it, others wanted it removed.
- Access across SH9 was a concern for multiple people; they were worried about the traffic light cycle and whether it would be long and safe enough for pedestrian and bike access.
- Ensure clear and easy way finding.
- Comment that size of green space was too large without a lot of elements in it. To make it feel right there should be more elements - the current green succeeds because of its scale and intimacy.
- Include a roof on the ice skating rink. Summer uses could include rentals and farmers market
- Ice rink should be closer to restaurant and buildings
- Look at feasibility of moving some off season boat storage to the USFS Campground at Peak One
- Make sure to maintain existing view corridors
- Offer rental of house boats
- Need more slips with power and water. People are willing to pay for 21<sup>st</sup> century convenience/luxury. Add decks at individual slips to allow more room to socialize beyond just the walkways.
- New slips could have small storage places for life jackets, fishing gear, etc. near the dock for seasonal slip renters.
- Will the Big Dig help control seaweed growth?

- Provide dedicated parking and charging stations for electric cars.
- More secure access for slips and owners.

END

# Frisco Bay Marina Master Plan

Feb 7-8, 2018 - Frisco, CO

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TOM FRICKE	KRYSTAL 93		TOM@KRYSTAL93.COM
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Steve Beck	RESIDENT TAX PAYER	61 COUNTY RD 1640	stevebdj110@gmail.com
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Sannelle Kopp		POB 442 FRISCO	


# Frisco Bay Marina Master Plan

Feb 7-8, 2018 - Frisco, CO

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# Frisco Bay Marina Master Plan

Feb 7-8, 2018 - Frisco, CO

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Refe Newton	Summit Boat owner	351 Forest	mtnfig1@aol.com
Jean Cornwall	boat owner	5605 68th Dust Dr Frisco	sandycornwell@gmail.com
Jill Creager	boat owner	07 Granite St, Frisco CO	jill@summit-design.com
Lina Duker	Boat owner	PO Box 6120 Dillon	linski22@gmail.com
John Swords	boat owner	628 W. CHRYSE Livermore, CO	Johns12@aol.com
DAVE HANDEK	Boat owner	22 DEWEY PLACE Breckenridge CO	DRILLER4752@gmail.com
Hannel	Summit coast	63 breedo	<del>hannel.gibson@gmail.com</del>
Tawny Diefenbach	Summit County	P.O. Box 1360 Frisco CO 80542	
Gavin Keiser	Boat owner	303 Creekside Frisco	GavinKeisers.com



# Frisco Bay Marina Master Plan

Feb 7-8, 2018 - Frisco, CO

Print Name	Affiliation	Address	Email
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DAVE OWENS	ON LIST		
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Frisco Bay Marina Master Plan

Community Conversation

4/12/2018; 5-6:30p, Frisco Day Lodge

Name	Affiliation	Email Address	Town/City of Residency
Heather Hays		ghays1999@msn.com	Frisco
Mark McManis		mark@mcmanis.com	Frisco
Gloria Giberson	Resident	gibersons@aol.com	Frisco
Kathy Lewis	Resident	Kathy.Lewis@comcast.net	Frisco
Bob Kato	Resident	bob@tauernwestfrisco.com	Frisco
GARY CUMBEY	" "	GCUMBEY@AOL.COM	"
Linda Bush	Summit County Ad. Assn	lindab@summitjacketball.org	Silverthorne
Sharon Schutz	Resident	sharon.schutz@yahoo.com	Frisco
GRAY PEARSON	Boater	gray@pecivil.com	West Cortina
Mark A Schmid	Boater	N/A	Silverthorne
MARK Schneider	"	<del>ms</del> MSTIR12@yahoo	Frisco
James Dickson	"	James@coppervacations	COPPETZ
Garnett Payne	resident	rockiesrunner@gmail.com	Frisco
Andy Massell	resident & packman ten	amass87@msn.com	Frisco
Phil Kopp	Resident	jelly33@juno.com	Frisco
Stew Vartour	"	svartour@slifea	"

Summit

Frisco Bay Marina Master Plan  
 Community Conversation  
 4/12/2018; 5-6:30p, Frisco Day Lodge

Name	Affiliation	Email Address	Town/City of Residency
Chau Jette Val	FRISCO RES. <sup>Watercress</sup>	cbvail4@gmail.com	FRISCO CO
STEVE & JAN CORNWELL	BOAT SLIP	ON FILE	FRISCO
MARY ELAINE MOORE	-BUS. PROP. OWNER	Eusco memoore@colorado.net	
SANDI BEARD	FRISCO RES.	sbeard51@msn.com	FRISCO
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RYAN COOK	SUMMIT COUNTY GOV	rccc@yahoo.com	FRISCO

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Frisco Bay Marina Master Plan

Community Conversation

4/12/2018; 5-6:30p, Frisco Day Lodge

Name	Affiliation	Email Address	Town/City of Residency
Greg Mead	slip holder	Bowbiter@hotmail.com	Leadville, CO
Elaine Williams	water dance Resident	williamselaine922@gmail.com	Frisco, CO
Greg Hays	Frisco Res	ghays1999@msn.com	Frisco Co
Jerry Lafarge	Water Dance Hall	Gm_Lafarge@hotmail.com	Silverthorne
Jed Callen	kaupke rack	jed.callen@gmail.com	Frisco
Deepan Dutta	Summit Daily	ddutta@summitdaily.com	Frisco
Jim Powell	resident	svchezfredly@yahoo.com	Frisco
Gary Giberson	Resident	giberson@aol.com	Frisco
Tam Koehler	resident	yardamw@gmail.com	Frisco
LARKIN OWENS			BRECK
MATT STAS	ARCHITECT		BRECK.
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GARY WILKINSON	MAYOR		
Dee James	Resident	djames324@gmail.com	Frisco
PATRICK GLEASON	Res.	patrick.gleason@hok.com	Frisco

**Frisco Bay Marina Master Plan**  
**Community Conversation**  
**4/12/2018; 5-6:30p, Frisco Day Lodge**

Name	Affiliation	Email Address	Town/City of Residency
Charles Williams	Water Dance	gundwane@me.com	FRISCO
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Mark Burns	Wooden Canoe	markburns@juno.com	"
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Rich James	Wooden Canoe	rdjames316@gmail.com	FRISCO
Travis Pullen	Slip Renter	tpullen2013@/16.com	FRISCO
Kim Kramer	RESIDENT	kkramer@gmail.com	FRISCO
Daniel Falk	resident	@ <sup>mtn</sup> barksrest@yahoo.com	FRISCO






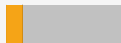

# Report for Frisco Bay Marina Survey

## Response Counts










Totals: 140

1. Do you \_\_\_\_\_ in Frisco? (Check as many as apply)

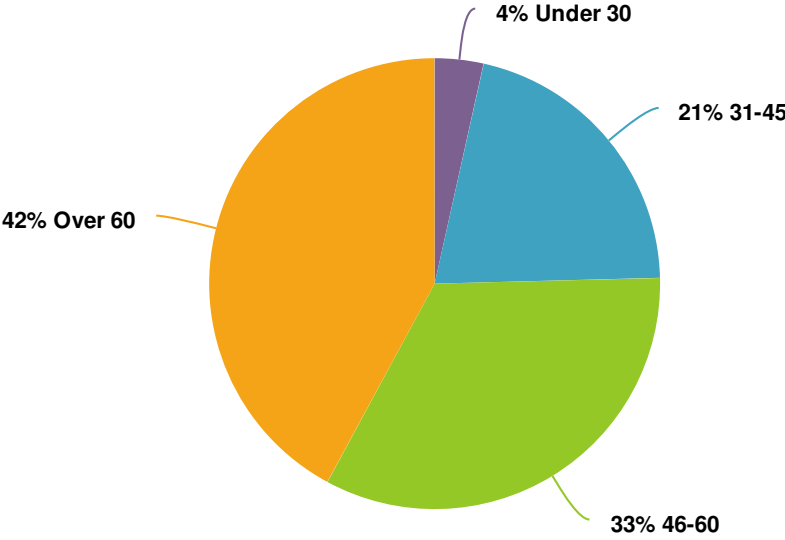
Value		Percent	Responses
Live part time		43.0%	49
Own property		39.5%	45
Live full time		37.7%	43
Work		15.8%	18
None of the above		9.6%	11



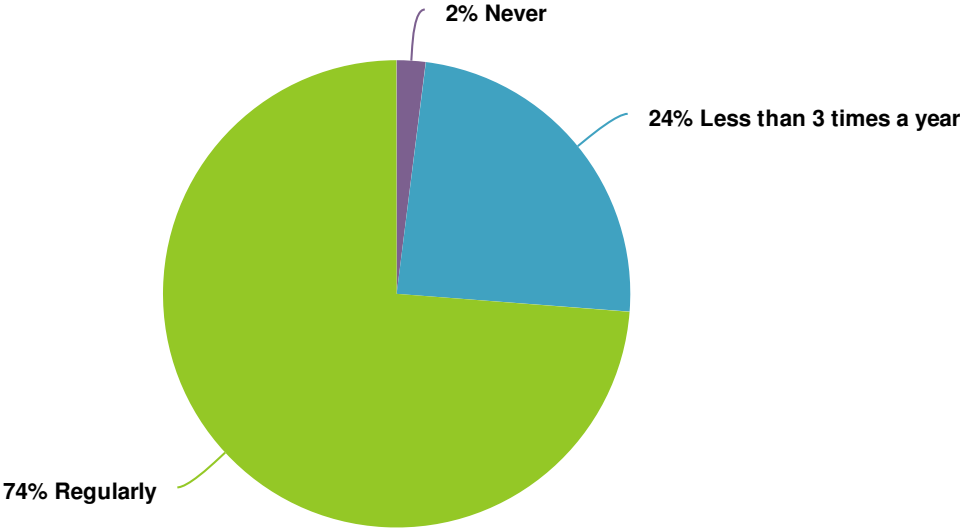
2. Do you \_\_\_\_\_ at the Frisco Marina? (Check as many as apply)

Value		Percent	Responses
Participate in paddle sports		60.2%	68
None of the above		23.0%	26
Use the ramp		22.1%	25
Rent a boat		21.2%	24
Own a boat		15.9%	18
Store a boat		12.4%	14
Rent a slip		11.5%	13

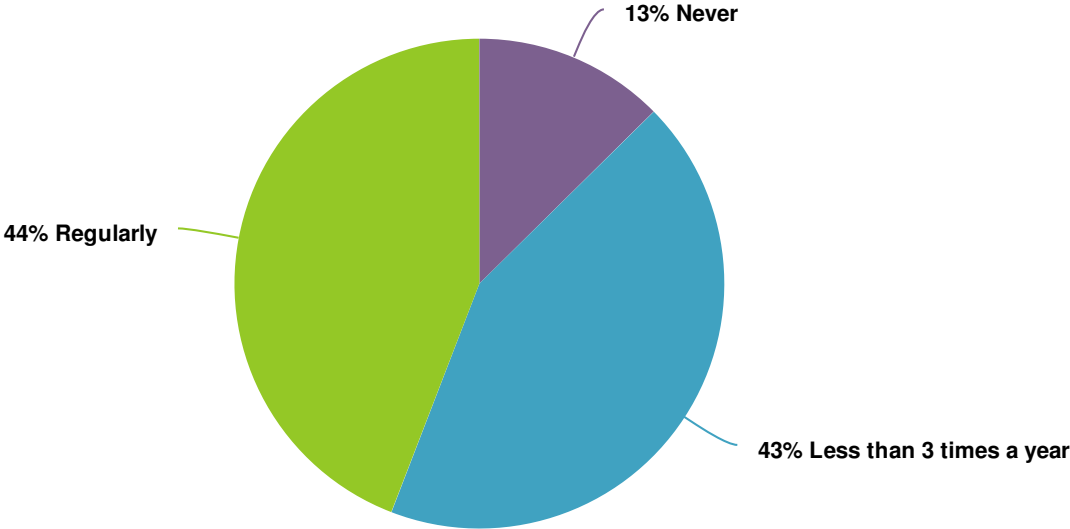
3. What is your age?



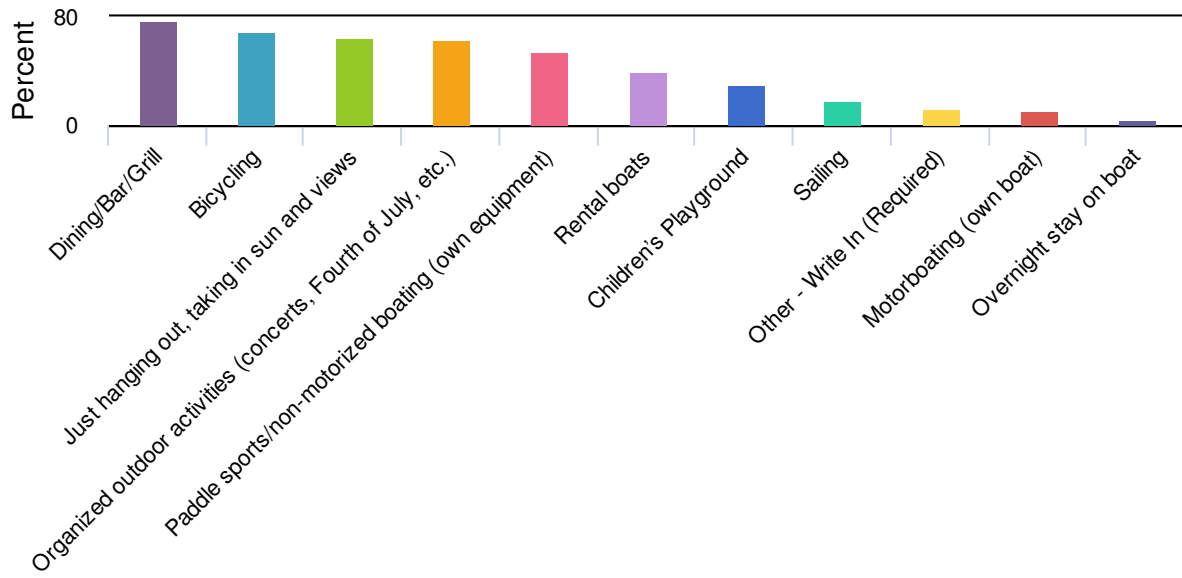
4. How often do you visit the Park (for non-boating purposes)?



5. How often do you visit the Marina (for boating)?



6. When you visit, what activities do you most often pursue? (Check all that apply)



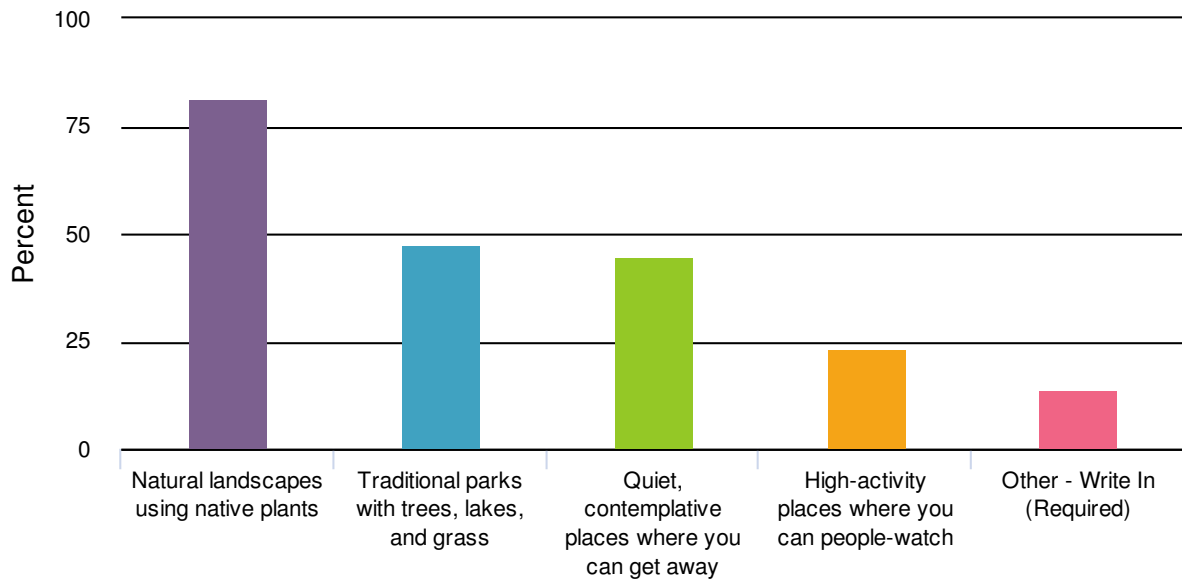
Other - Write In (Required)	Count
Fishing	1
Hiking established trails in forest	1
I vacation in Frisco every year. When there, I visit the Marina every day.	1
No boardwalk across the wetlands	1
Picnic / Grilling	1
Picnicing, grilling	1
Play fetch with my dog & let him swim	1
Rowing at FRC	1
Town Events	1
Yoga	1
beach	1
camaraderie	1
enjoying musical performances	1
no boardwalk in marina	1
Totals	14

## 7. Please rate how important it is to have the following elements in the Marina Park

Item	Overall Rank	Rank Distribution	Score	No. of Rankings
Areas for unstructured use: open space, viewing, water's edge	1		571	75
Areas for public events and activities: concerts, annual events, etc.	2		547	79
Passive recreation areas: picnicking, fishing, multiuse paths, etc.	3		520	75
Maintaining or expanding number of boat slips for rent	4		400	69
Children's play	5		388	72
Active recreation areas: volleyball, sports courts, splash pad, etc.	6		333	61
Historic and environmental education/interpretive areas	7		274	66
Public art	8		202	61
Areas for private events: weddings, clubs, etc.	9		165	58



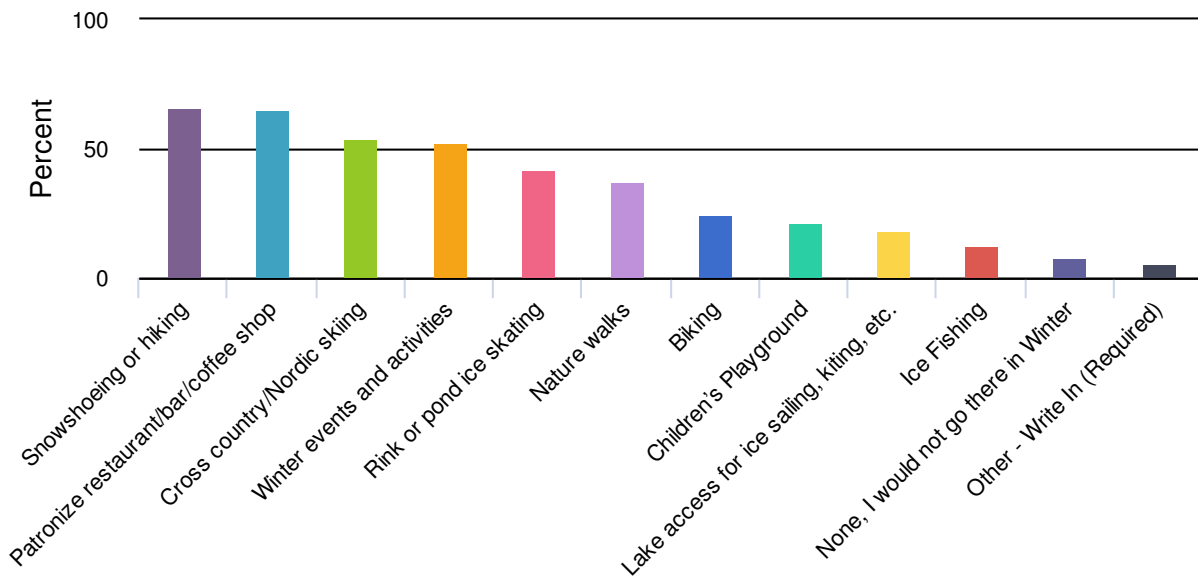
8. What kind of landscapes do you prefer? (Check as many as apply)





Other - Write In (Required)	Count
A little bit of all would be great!	1
I rec no boardwalk across the wetlands	1
Landscapes that support bird/wildlife	1
No boardwalk across wetlands	1
No boardwalk across wetlands	1
No boardwalk across wetlands	1
No boardwalk in or near wetlands	1
No boardwalk through wetlands	1
No boardwalks across the wetlands!	1
Undisturbed wetlands that provide a safe habitat for the wildlife to flourish.	1
We should strive to maintain as much natural habitat as possible. Please do not expand into any wetland areas. Preserve the wildlife!	1
more trees for shade at playground	1
move the boat storage away from lake front. store someplace away from views	1
no boardwalk in the wetlands	1
Totals	14

9. If the Marina Park was open year round, what activities would you participate in during the Winter? (Check as many as apply)

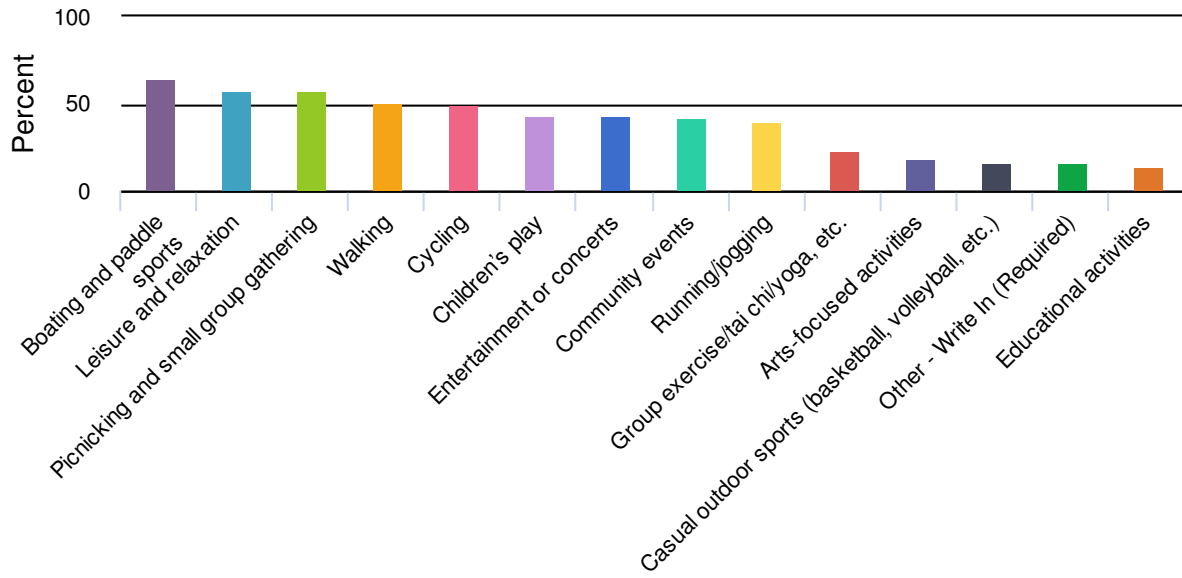


**Other - Write In (Required)**

**Count**

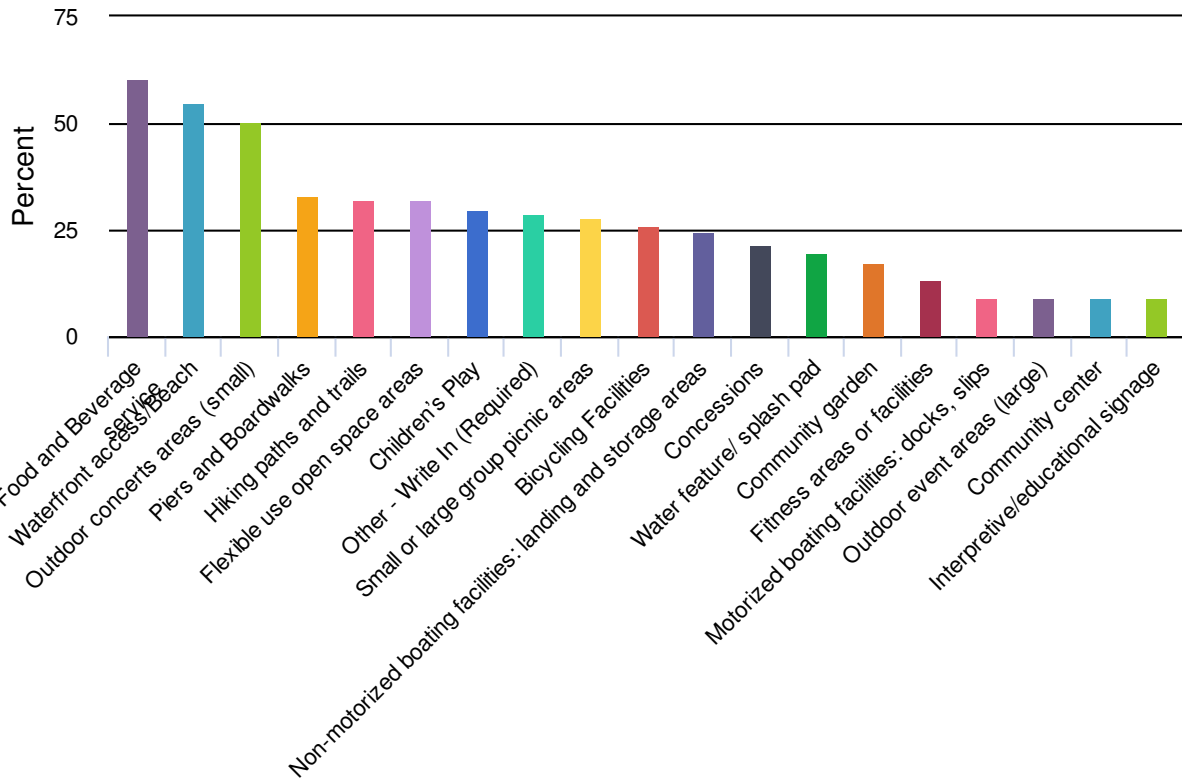
A new better upscale restaurant!	1
No boardwalk across the wetlands	1
No boardwalk across wetlands	1
Parking for Main Street	1
no boardwalk in the wetlands	1
skijoring	1
<b>Totals</b>	<b>6</b>

10. What activities are most needed in this part of Frisco? (Check as many as apply)



Other - Write In (Required)	Count
At this time I believe there is sufficient trails to accommodate walkers, runners and bikers. Also, the Nordic Center has great facilities and options and is easy to access from the Marina.	1
Beach needs to be restricted to humans only and have another area available for people with dogs....too many kids getting knocked over by dogs running for sticks being thrown in the water as well as pooping etc...maybe have 2 mini-beaches, one for humans and one for dogs	1
Better bar / restaurant	1
Dining/Bar	1
Heritage Activities	1
Local based activity and not just tourist draw	1
More small retailers, like what you would find on a boardwalk.	1
No Boardwalk across wetlands	1
Nice restaurant	1
No Boardwalk in Wetlands	1
None besides whats already there	1
Preserve the wetlands from encroachment.	1
Protection of natural wildlife	1
"No boardwalk across the wetlands."	1
more boat slips	1
no boardwalk in the wetlands	1
Totals	16

11. What facilities would you like to see more of in the park? (Check as many as apply)



Other - Write In (Required)	Count
Affordable Housing	1
Boat house for rowers	1
Dog beach separate from human beach	1
I do not believe that additional trails, paths or boardwalks are needed. We use these trails regularly and they are not congested or crowded. We all love the mountains for the natural beauty and wildlife and these should be protected. Please do not infringe on wetlands or other habitats.	1
Keep it as is	1
Love the boardwalk to the peninsula idea	1
Totals	28

Other - Write In (Required)	Count
More small retailers.	1
NO Boardwalk !!!!	1
NO PATH THROUGH WETLANDS	1
NO board walk over the wet lands	1
No Boardwalk on Wetlands	1
No boardwalk across the wetlands	1
No boardwalk across wetlands	1
No boardwalk in wetlands	1
No boardwalk through wetlands	1
No wetlands boardwalk	1
Please do not disturb the nature with a boardwalk. The ponds and wildlife are beautiful to watch behind Water Dance and Wooden Canoe.	1
Preservation efforts & education	1
Restrooms	1
Shower/changing room for boaters	1
There should be no trails or boardwalks across the wetlands or previously protected areas. One of the best and most frequent compliments about Frisco is that it still feels like a town, not just a tourist destination or resort. Adding the wrong kind of "improvements" is a negative and sends the wrong message.	1
We do not want a boardwalk over the wetlands connecting marina to Adventure Park!	1
"No boardwalk across the wetlands."	1
fitness stations with workout equipment (natural)- wood beams, bars etc.	1
no boardwalk across the wetlands	1
Totals	28

**Other - Write In (Required)**

**Count**

---

no boardwalk on wetlands

1

no boardwalk over wetlands; preserve wetlands

1

wetlands without boardwalks




1


---

Totals

28

12. Understanding that the Park will be open to the public please rate how important it is for the park to designed to meet the needs of:

Item	Overall Rank	Rank Distribution	Score	No. of Rankings
Town residents and property owners	1		271	96
Tourists and visitors	2		151	83
Nearby commercial areas, Main Street	3		111	75



Lowest Rank      Highest Rank





# Frisco Bay Marina Master Plan

## Contact Info

### **FRISCO TOWN HALL**

1 East Main Street  
Frisco, CO 80443 United States

Mon - Fri 8:00am - 5:00pm

**DIANE MCBRIDE**

Director of Recreation & Assistant Town Manager  
970-668-2559  
[DianeM@townoffrisco.com](mailto:DianeM@townoffrisco.com)

## Community Meeting

Join us for a Community Conversation on the Frisco Bay Marina Draft Master Plan from 5:00pm – 6:30pm on Thursday, April 12, 2018, at the Frisco Adventure Park Day Lodge at 621 Recreation Way. A brief presentation will be at 5:30pm. Light appetizers and a beer will be provided to attendees.

Please also make sure your voice is heard by including your input in the Frisco Bay Marina Master Plan Community Survey(closed as of 3/30/18).

## Why Have a Marina Master Plan

During the **2015 Town of Frisco Community Survey**, 62% of respondents indicated that recreational amenities were the reason they lived in Frisco. The Marina is a major recreational summer destination in Frisco so improving this amenity is important to the whole community.

## Background

The Marina is located on the shores of scenic Dillon Reservoir in Frisco, Colorado. The reservoir spans 3,300 acres and boasts 25 miles of shoreline. It is the largest water storage facility for the Denver Water Board, and is responsible for 25% of Denver's drinking water. Storage capacity is 254,036 acre feet.

The Town of Frisco leases 7 acres of land from Denver Water for the operation of the Frisco Bay Marina. The Town of Frisco also owns four lots near the Marina totaling 3.26 acres.

## Marina Timeline

- 1988: Lakefront Park Master Plan was adopted by the Town of Frisco. This plan was prepared by the Frisco Lakefront and Marina Commission.
- 1991: The Frisco Lakefront and Marina Master Plan was prepared by Design Studios West, Inc.

- 1994: The Town of Frisco entered into a lease agreement with the City and County of Denver whereby the Town was granted the exclusive right to occupy and use certain real property and water surface at the Dillon Reservoir. This lease agreement was renewed in 2013 and is valid until December 31, 2024.
- 1994 to 2004: a concessionaire business operated the Frisco Bay Marina.
- 2001: Frisco Bay Marina Master Plan was prepared by Wenk Associates.
- 2005: The Town of Frisco began operating the Marina and continues to operate the Marina at this time.
- 2008: Frisco Bay Marina and Waterfront Master Plan was prepared by the Town of Frisco.

## **Funding**

The Frisco Bay Marina operates as an enterprise fund to account for the operations and maintenance of the marina. The major sources of revenue for this fund comes from rentals of boats (53%), slips and moorings (16%), kayak rack rentals (4%) and storage (3%).

## **The Town of Frisco Wants to Achieve the Following:**

As the tourism industry continues to grow in Frisco, the Town of Frisco wants to create physical improvements that will encourage economic growth in the area, while preserving the natural beauty of the area – especially the lakefront.

- Redesign of the Marina office/retail/restroom space.
- Finalize the “Big Dig” project. The Town of Frisco has a Department of the Army permit valid until June 30, 2019, for the “Big Dig” project. This project has been named the “Big Dig” because this project involves significant excavation of the lake bed to improve navigation and expand recreational facilities at the Frisco Bay Marina.
- Incorporate the Community Plan. Town of Frisco staff will be updating the Frisco Community Plan in 2018. In conjunction with Logan Simpson, they will research areas including parking, restrooms, year-round service and programming opportunities, trails and connectivity, flood plains, etc.

## **How we get to a Marina Master Plan:**

As the result of a RFP process, the Town of Frisco hired Logan Simpson to lead the master planning process and process partners include Edgewater Resources, Fellsburg Holt Ullevig and Alpine Ecological Services.

## **The process will include:**

### **Data Gathering, Inventory and Analysis**

- Identify and convene an advisory group (with town staff) consisting of a variety of users including citizens, stakeholders, staff, concessionaires, etc. Kick-off meeting and follow-up with advisory group and consultant team to confirm process, goals, roles and responsibilities.
- Stakeholder interviews to gain insights including needs, desires, strengths, challenges and opportunities.
- Review of previous master plans and project files.
- Evaluate and review current uses and programming spaces.
- GIS mapping: Inventory of grounds, facilities, docks, racks, concessionaire areas, parking lots, restrooms, park facilities, bike path and future trails, natural resource/wetland areas, downtown, marina entrance, etc.
- Become familiar with other related plans such as the 2017 Frisco Trails Master Plan, Frisco Community Plan, etc.

### **Community Outreach**

- A robust community outreach program is expected in order to gain focused citizen participation about this important piece of land. Frisco has used “Community Conversations” as a form of outreach; engaging people through listening, input, polling, and open houses, among other strategies. An early ‘kick-off” to introduce the project, establish a vision for the site, further gain citizen insights and goals including needs, desires, strengths, challenges and opportunities is expected.
- Follow-up outreach after initial planning and final phases is expected.

### **Planning**

- Planning the waterfront for access, habitat improvement, recreation, open space/wetland enhancements, economic development, protecting scenic vistas and quality, coordination with the regional recreation pathway and local trails and connectivity throughout Town, and coordination with the Denver Reservoir Recreation Committee.

- Allocation of land uses, including specifics on the “Big Dig” and integration of the office/retail/restroom space. Allocation of land uses needs to take into account the growth potential of the area and the community’s desired growth of the marina.
- Recommendations for improvements, renovations, replacement or addition of amenities/facilities, open areas, picnic areas, play areas, parking, kayak racks, rowing boat racks, and other uses and facilities.
- Evaluation of parking needs, locations, new or revised parking to support marina and parking demands of nearby Main Street. Evaluation of the existing land uses such as boat and trailer storage, tenant parking, kayak and rowing boat racks/storage and suggestions for any relocations to achieve the goals and vision for the marina park.
- Develop conceptual site plans for different uses.
- Evaluate and document site constraints.
- Work with Denver Water Board to ensure compatibility with current and future uses of Denver Water Board lands.

### **Master Plan**

A final master plan document with text, images and mapping will be produced. The plan will assess the current conditions and uses and make recommendations for future projects. The plan will include, but not be limited to, the following:

- Maps – current and future land use allocations for operations, trails, pathways, parking, storage, recreation and services.
- Analysis and description of marina needs, issues and opportunities.
- A formalized plan with maps, images and details for the “Big Dig” project that will include uses for the excavated materials, redevelopment of area(s), new land uses, parking, traffic flow, etc.
- Summary and documentation of citizen outreach meetings and inputs.
- Implementation matrix of priority projects and estimate of probable construction costs.
- Recommendations for future funding assistance including grants.
- Presentation of draft and final plan to Frisco Town Council and public.



## MEMORANDUM

**TO:** Mr. Craig Coronato FASLA

**FROM:** Holly Buck, PTP, PE  
Rachel Ackermann, EI

**DATE:** May 21, 2018

**SUBJECT:** Frisco Bay Marina – Project Evaluation (FHU Reference Number 117346-01)

The Frisco Bay Marina is located on the shores of the Lake Dillon Reservoir. This memorandum summarizes the access, circulation and parking evaluation for the proposed Frisco Bay Marina Master Plan.

The Frisco Bay Marina Master Plan identified the following goals for access, circulation, and parking:

- Provide modest expansion of parking capacity and relocate parking further away from the waterfront
- Create a robust pedestrian and bicycle crossing of SH 9 (Summit Boulevard)
- Improve pedestrian and bicycle access between Main Street and the waterfront and reduce the number of conflicts with vehicles
- Relocate the boat ramp to expand the waterfront

Felsburg Holt & Ullevig evaluated the existing marina configuration to identify access, circulation, and parking challenges and opportunities, as identified on **Figure 1**.

**Figure 1. Transportation Opportunities and Challenges**



## Parking

The marina provides separate parking for vehicles with and without trailers in three lots. The south parking lot provides 25 spaces for vehicles with trailers and 73 vehicle-only spaces; the north lot provides 88 spaces; and the west parking lot provides 26 spaces near the trailhead, for a total of 212 parking spaces. On the south end of the site, an unpaved lot provides approximately 75 spaces for boat storage.

During the summer months, the parking supply is 100 percent used on Fridays, Saturdays, Sundays, and Mondays, with parking demand often exceeding available capacity. The undeveloped parcel on the southeast corner of State Highway 9 (SH 9) and Marina Road/Main Street is currently used for overflow parking.

The Preferred Alternative increases the parking for vehicles with trailers by 5 spaces to 30 spaces total, provides 25 vehicle spaces in the south parking lot, 135 spaces in the north lot near the boathouse, and maintains the 26 spaces in the west parking lot near the trailhead, for a total of 216 spaces.

**Table I** provides a comparison of the existing and proposed parking and boat storage. It is important to note, that the table reflects the number of existing and proposed paved parking spaces.

**Table I. Parking and Boat Storage**

	Existing	Preferred Alternative
General Parking	187	346
Trailer Parking	25	30
Handicap Parking	6	8
Secure Boat Storage	50	50
Boat Storage	100	50
Snow Storage	80,000 SF	30,000 SF

The north lot would provide most of the vehicle parking supply, with reduced vehicle-only parking in the south lot, to separate day-use marina activities from the boat launch area. The increased parking capacity in the north lot includes a modest increase in overall marina parking to provide consistent parking supply if/when the overflow parking lot is developed, and available marina parking is reduced.

The Preferred Alternative also includes paving the current overflow parking area to formally add 160 spaces. Future consideration has been given to the development of the overflow parking lot to include additional mixed uses on site. If additional development were to occur on this site, a parking structure would likely be necessary to accommodate both Marina and development parking; a future parking structure would be designed to continue to provide approximately 160 spaces for Marina users. Access to the development could include a potential right-in-right-out on SH 9 pending location and an access evaluation per CDOT requirements.

Onsite parking is expected to continue to operate at capacity; the proposed changes are designed to improve vehicular circulation and access throughout the site.

The Preferred Alternative also includes consideration of the following parking recommendations and amenities:

- Real-time parking availability signing
- Dedicated parking and charging stations for electric vehicles



Moderate increases to the parking supply, while not anticipated to meet parking demand, may result in increased vehicular traffic onsite and at the SH 9 and Marina Road/Main Street intersection. Providing real-time parking available signing/information may help reduce additional vehicular activity related to vehicles looking for parking.

## **Bicycle and Pedestrian Access**

### **SH 9 and Marina Road/Main Street Intersection**

In August 2017, the Colorado Department of Transportation (CDOT) conducted an evaluation of State Highway 9 (SH 9) from MP 94.36 (south of Peak One Drive) to MP 96.25 (North of Main Street) to provide geometric, access and traffic control recommendations to improve operations along SH 9.

The study included the following recommendations for the SH 9 and Marina Road/Main Street intersection:

- Replace the southbound right-turn by-pass lane with a non-channelized right-turn deceleration lane to better accommodate bicycle and pedestrian activity on the north side of Main Street
- Add a pedestrian phase across Main Street

The Town of Frisco's 2017 Trails Master Plan identified SH 9 as a barrier between most of Frisco and the waterfront. The primary issue identified at SH 9 and Marina Road/Main Street is getting bicycles and pedestrians safely across SH 9. The intersection currently provides crosswalks on the south and east legs of the intersection. Bicycles using the Rec Path are currently directed to the south side of the intersection to cross.

The Marina Master Plan has identified several pedestrian and bicycle enhancements that complement and build on the recommendations from the CDOT SH9 and Trails Master Plan recommendations for SH 9 and Marina Road/Main Street. Recommendations include:

- Provide crosswalks on all legs of the intersection and provide a pedestrian-actuated phase for the east-west movement
- Modify the west leg approach and southwest corner curb line to eliminate crosswalk skew
- Modify the east leg approach to remove travel lane skew for east-west vehicles crossing SH 9
- Extend the Rec Path connection to the marina across SH 9 (consistent with the Trails Master Plan)
- Add bicycle signal and bicycle detection for east-west bicycle movements
- Increase the pedestrian waiting area on the southeast corner of SH 9 and Marina Road/Main Street
- Provide an enhanced pedestrian facility on the south side of Marina Road/Main Street

During the summer, traffic counts indicate approximately 45 vehicles travel to/from the marina during the AM peak hour and approximately 50 vehicles during the PM peak hour. The heaviest movements at the intersection are the southbound right turn and the eastbound left turn; these movements highlight the heavy pattern of traffic traveling between downtown Frisco to/from the north on SH 9.

The Preferred Alternative includes pedestrian enhancements on the south side of Main Street/Marina Road to encourage pedestrians to use the south leg crosswalk at the SH 9 and Marina Road/Main Street intersection. Providing a high-quality pedestrian facility and crossing on the south leg of the intersection minimizes potential pedestrian-vehicle conflicts for the heavy southbound right and eastbound left turn movements. When actuated, the bicycle and pedestrian crossing phases will reduce the green-time available for conflicting vehicle movements and may result in additional delay for vehicles at the intersection.

## **Bicycle and Pedestrian Access to the Waterfront and Marina Amenities**

Bicycles and pedestrians currently have limited access to the waterfront. The existing site configuration presents the following challenges for bicycles and pedestrians:

- Lack of direct bicycle and pedestrian connections to key marina amenities and the waterfront
- Lack of pedestrian facilities along Marina Road and Summit Boulevard
- Mixed uses on the existing Rec Path (e.g., bicyclists passing through and marina users)

The Preferred Alternative incorporates the following enhancements to improve bicycle and pedestrian access:

- Provides an alternative for the Rec Path to connect to SH 9 and Marina Road/Main Street via a path on the north side of Marina Road
- Extends paths through the site to provide more direct access to the boathouse, restaurant, and waterfront
- Provides wayfinding signage for easy bicycle and pedestrian routing within and through the marina

## **Relocation of the Boat Launch**

The existing boat ramp is located at the east end of the marina and launches boats on the north side of the pier. Challenges with the current location of the boat launch include:

- Clockwise circulation at the boat ramp does not meet driver expectation and creates a conflict for entering and exiting vehicles.
- The tight turning radius at the curve at the east end of the south parking lot prior to accessing the boat launch cannot easily accommodate large/emergency vehicles.
- Vehicles waiting for the boat launch need a better waiting/queuing area.
- Challenges with mixed small and large craft launching occur at the same location.

The Preferred Alternative:

- Provides counter-clockwise circulation at the boat ramp and removes the entering/exiting crossing conflict
- Provides a straight approach to the boat ramp, thereby eliminating the curve on the approach to provide an easier approach for all vehicles and adequate access for large/emergency vehicles
- Allows queuing vehicles waiting for the boat launch to queue along the south edge of the parking lane without blocking parking spaces or circulating parking flow
- Provides a separate small craft boat launch near the boathouse
- Includes a pull-off lane for boat rigging and preparation and/or three or four loading/temporary parking spaces
- Converts the existing boat launch location to a circular drop-off for hotel shuttles, transportation network companies (e.g., Uber or Lyft), and other pickup/drop-off activities



## **Frisco Marina Wetland Summary** **May 23, 2018**

The Frisco Marina (**Figure 1**) and adjacent lands to the north were walked by Andy Herb (AlpineEco ecologist) on May 17, 2018 to generally map wetlands and assess their condition. Wetlands were identified by the presence of hydrophytic vegetation and presence of wetland hydrology (hydric soils were assumed), and mapped by hand on 1 inch equals 200-foot scale aerial photographs. All mapped features were then digitized using Geographic Information Systems software. Wetland functional condition was generally assessed using the concepts presented in the *Functional Assessment of Colorado Wetlands* (Johnson, et al. 2013). Plant nomenclature in this document follows the *National Wetland Plant List* (Corps 2018).

Approximately 5.5 acres of wetlands were mapped in the study area (**Figure 2**). About 3.1 acres of the wetlands are dominated by shrubs and are classified according to Cowardin, et al. (1979) as palustrine scrub-shrub (PSS). Various species of willow (*Salix* spp.) dominate most areas, with some thinleaf alder (*Alnus incana*) also present. The remaining 2.4 acres of wetlands areas are dominated by herbaceous species (grasses, forbs, and grass-like species) and are classified as palustrine emergent (PEM). Some of the most common species present in these wetlands include leafy tussock sedge (*Carex aquatilis*), Northwest Territory sedge (*Carex utriculata*), bluejoint (*Calamagrostis canadensis*), and Baltic rush (*Juncus balticus*).

Most of the PEM wetlands are found in the lowest portions of the study area, mainly around the perimeter of Dillon Reservoir and along the immediate edge of Ten Mile Creek and other tributaries of the reservoir. These wetlands are mainly supported by water in the reservoir and creeks directly, through flooding and capillary action. Supplemental water is provided by direct precipitation (including snowmelt) and stormwater runoff for those wetlands close to the marina parking lots or otherwise in the direct flow path of water from State Highway (SH) 9, Main Street, or other areas of development.

Many of the PSS wetlands are too high above the normal water surface elevation of Dillon Reservoir to be primarily supported by the water in the reservoir. They appear to be mainly supported by high groundwater associated with the greater historic Ten Mile Creek/Miner's Creek floodplain, although the wetlands are close enough to the reservoir that their groundwater elevations are likely influenced by changes in reservoir water levels. Supplemental water for these wetlands comes from direct precipitation (including snowmelt) and stormwater runoff from the marina parking lots, SH 9, Main Street, and other nearby developed areas.

Although a detailed assessment of wetland functional condition was not performed for the wetlands in the study area, based on the concepts presented in FACWet, most of the wetlands are considered "Functioning" or a letter grade of "C." FACWet is a stressor-based approach to rating functional condition and measures a wetland's departure from reference condition. A reference site would be considered "Reference" and receive a letter grade of "A," whereas a severely impaired wetland would be considered "Functioning Impaired" and receive a letter



grade of "D" ("F" is reserved for those sites that are no longer considered wetland because the stressors are so severe).

The main ecological stressor that reduces the overall functional condition of the wetlands is the general lack of a natural water regime. Nearly all the wetlands have altered vegetation composition from being oversaturated (mainly by flooding from the reservoir) or being dewatered (either by reservoir draw-down or by the presence of infrastructure that has reduced and/or diverted groundwater and surface water inputs). Other key stressors observed include the presence of infrastructure (SH 9, bike path, marina, cemetery, water treatment plant, etc.), including the reservoir itself that creates barriers for wildlife moving between the wetlands in the study area and other adjacent wetlands; the presence of historic and recent fill, ditches, and other geomorphological changes within the wetlands that have either caused the direct loss of wetlands or degradation by altering water distribution within the wetlands; potential water quality concerns from receiving direct runoff from developed areas; and numerous social trails in and around the wetlands that indicate the regular presence of people (especially north of the marina) which will reduce overall wildlife use and often cause minor impacts to vegetation.

Although implementation of the Master Plan is expected to result in some permanent losses of wetlands by filling them to create new marina amenities, all wetlands should be avoided whenever possible. Any placement of fill (dredged material, soil, rock, concrete, etc) within those wetlands (or into the reservoir itself) will require a Section 404 of the Clean Water Act permit from the US Army Corps of Engineers. Generally, the Section 404 permitting program requires that unavoidable wetland impacts be compensated for by creating new wetlands of similar form and function, or by restoring/enhancing nearby previously degraded wetlands.

While implementation of the Master Plan may result in new direct impacts to wetlands in the study area (filling to create new facilities), great opportunities exist for restoring and/or enhancing already impaired larger areas of wetlands adjacent wetlands to compensate for those losses. As discussed above, most of the PSS wetlands close to the marina (but outside the footprint of the proposed facilities) have been partially dewatered by historic activities and could be enhanced by restoring a more natural water regime. New wetlands could also be created in and around the existing PSS wetlands within minimal earthwork required.

While it may be tempting to restore or create new wetlands around the immediate reservoir perimeter (supported by water in the reservoir) to compensate for wetland losses, this approach should be avoided if possible. The fluctuation of the water surface (and associated groundwater) elevation is problematic for the establishment of fully functional wetlands, as discussed above. Any new wetlands should be supported by a more predictable and natural water source like Ten Mile Creek or other tributaries. Further ecological benefit may be obtained by supplementing the primary water source of these new or restored wetlands with controlled stormwater discharge from the marina facility.



Photo 1: PEM wetland north of the marina



Photo 2: PSS wetland south of the marina



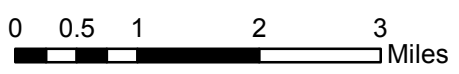
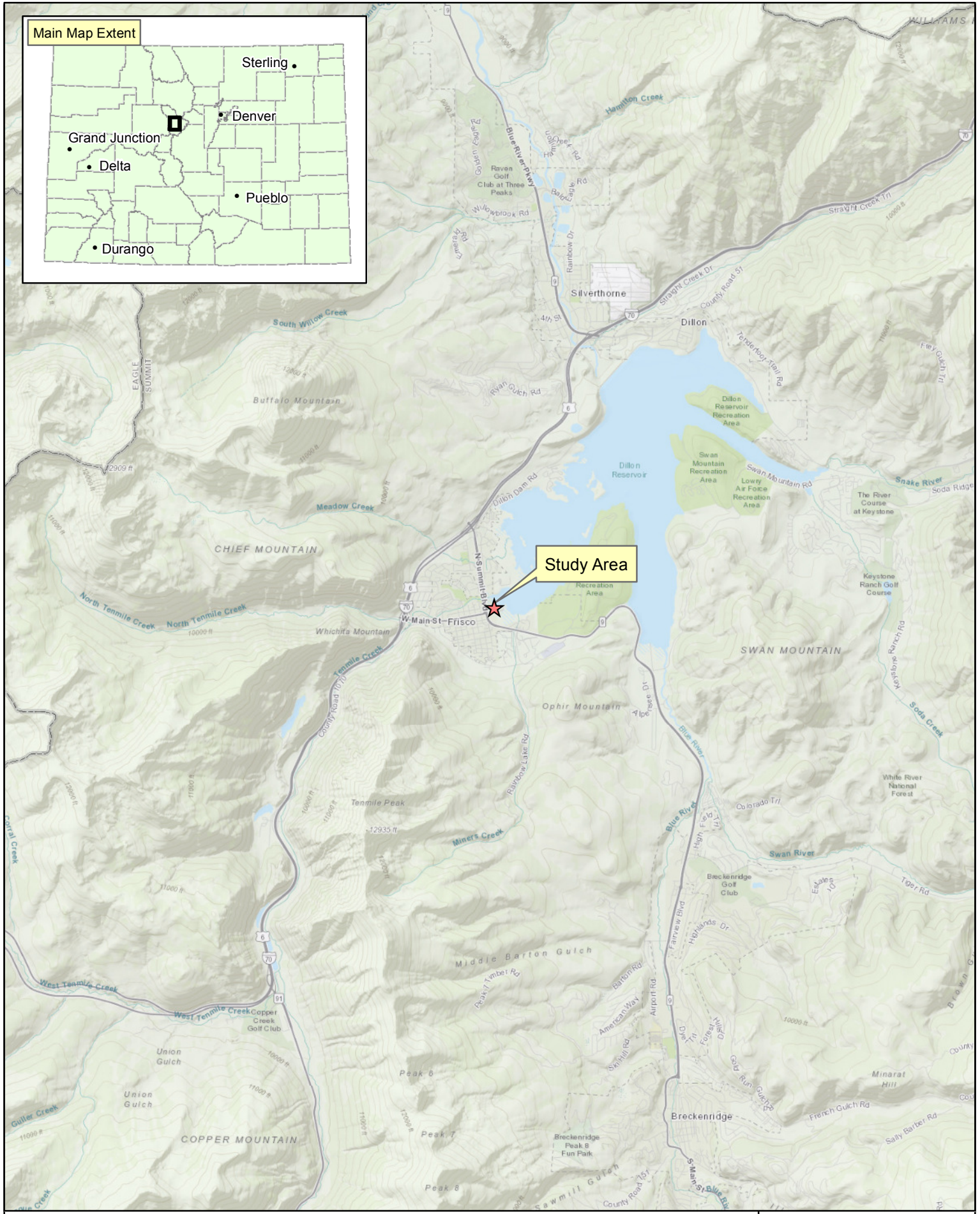
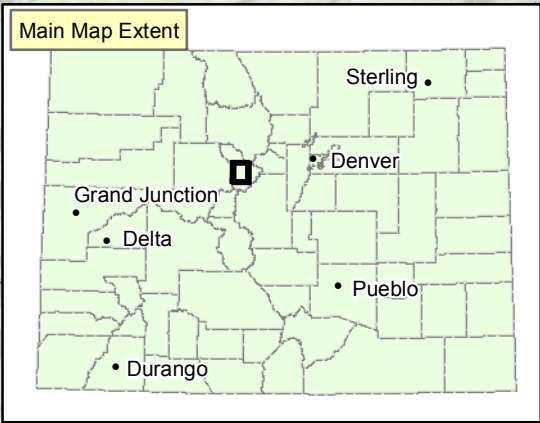
Photo 3: PEM wetlands north of the marina stressed by water fluctuations



Photo 4: PSS wetlands south of the marina stressed by historic dewatering



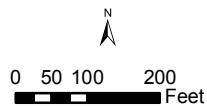
Photo 5: Social trail north of the marina



Frisco Marina  
**Figure 1**  
 Site Location Map

05/18/2018

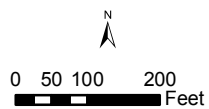




Frisco Marina

Wetlands

05/22/2018



Frisco Marina

Wetlands

05/22/2018

## Memorandum

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Date: June 20, 2018  
To: Craig Coronato  
From: Greg Weykamp  
Subject: Frisco Bay Marina Master Plan, Marina Analysis and Recommendations

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Distribution: Steve Sigler, Town of Frisco

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Edgewater Resources is a design and engineering consultancy specializing in marinas and waterfronts across the country and around the world. We were founded with the specific mission of enhancing communities through better utilization of their marinas and waterfronts, with an emphasis on increasing public access to the waterfront for everyone, regardless of age, income, or ability. As part of the Logan Simpson team, our role was to evaluate the existing Frisco Bay marina infrastructure and provide specific recommendations for enhancing existing operations and expanding capabilities where appropriate, as well as evaluating the financial performance of the marina and offering strategies for improving the long term economic viability of the marina.

### Frisco Bay Marina Existing Conditions

Frisco Bay Marina is home to approximately 140 seasonal slips ranging in size from 25'-30', spread evenly across five piers accessed by a main central walkway. The docks are a galvanized steel frame system with wood decking and HDPE tub floatation. Anchorage of the dock system utilizes an adjustable steel cable winch system attached to a concrete mass anchor, which allows the marina anchorage to be adjusted to accommodate a wide range of water levels. The slips are not provided with water or power utilities, which along with the relatively small size of the slips, limits access to larger vessels.

As the changing seasonal reservoir levels currently require the docks to be relocated farther out into the reservoir for winter, a tremendous amount of labor and expense is required to reposition the docks each year. Due to the typically late time period in which the reservoir fills, the docks cannot currently be placed in the desired location until early July, which effectively cuts the marina season in half. In some years, the docks are moved multiple times to accommodate the water levels. These low water levels are one of the biggest concerns that must be addressed.

The marina also provides swing moorings, power boat rentals, and a fuel dock with sanitary pump-out, as well as dry storage, winter storage, mechanical services, and haul-out that add to the range of services that make the marina a success. In addition, the marina offers extensive on site storage and rental opportunities for non-motorized boating activities such as kayaks, rowing vessels, canoes, and stand up paddle boards.



Parking for seasonal slip holders is limited, and the current vehicular configuration placing the boat launch as the closest point of access to the marina creates extensive vehicular circulation conflicts that limit the effectiveness of the launch. Additionally, these conflicts create potential safety impacts for pedestrians and cyclists. The overall organization of the marina on the water also creates a range of potential conflicts, with most of boating activities located on the north side of the central pier. With this concentration of motorized and non-motorized boating activities all sharing the same fairways, conflicts are inevitable. The challenges are exacerbated by a mix of more experienced seasonal boaters and less experienced power and non-motorized rental vessels sharing the area with the boat launch and fuel dock. Boater services, such as showers, restrooms, marina office, etc are currently insufficient to meet the needs of either the boaters or marina staff.

Overall the quality of the marina location itself is exceptional, and it is quite possibly the most attractive marina setting in all of Colorado. The site has great potential, and the existing infrastructure is well maintained and serviced by knowledgeable and friendly staff who are largely responsible for the success of the marina.

### **Proposed Marina Improvements**

The master plan proposes a range of improvements to the marina infrastructure that are intended to expand access to the waterfront, enhance boater enjoyment of the marina through the addition of modern marina amenities, update the facilities to comply with all current codes and marina standards, and reorganize the layout of the marina to reduce conflicts between motorized and non-motorized boaters.

The overall reorganization of the marina relocates the seasonal slips and boat launch to the south side of the main pier, immediately opposite where they are today. The north side of the pier will be dedicated to boat rental, fueling, transient docking, and all non-motorized boating activities. This organizational structure separates the majority of the motorized boaters from the non-motorized boaters, as well as separating the “resident” seasonal boaters from the transient and rental boaters. Conversations with the boating community suggest that this organization will greatly reduce conflicts on the water and make the area much safer to navigate.

The completion of the Big Dig project will transform the operation of Frisco Bay Marina by creating navigable water depths at water elevations as low as 9000, greatly expanding access to the waterfront and extending the boating season. In a typical year, this would allow the docks to be relocated in their normal summer position in early May and provide the seasonal slip renters with a full boating season in the marina, allowing the marina to overcome its greatest current limitation.

Access to the floating docks is reorganized to simplify relocation and placement of the docks, enhance security, and facilitate expansion of utilities. This is achieved by organizing access to the floating docks from “marginal walkways”, which are linear floating docks that run parallel along both the north and south sides of the main pier. These walkways are accessed from upland areas via 80’ long ADA compliant gangways and ADA compliant parking and pathways throughout the upland areas. Additional modifications to the existing docks to achieve compliance with the 2010 ADA Standards for Recreational Boating include providing an appropriate number of 5’

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wide finger piers, appropriate landings and door handles on all access gates, and compliance with appropriate reach range requirements on all pedestals located in ADA designated slips.

The master plan proposes adding one new pier of 28 slips 35'-40' in length with utilities, and extending the utilities to at least one of the existing piers with 28 30' slips. This initial installation of utilities will serve as a "test market" for utilities in the marina, and indicate whether further expansion of utilities to other slips is necessary. Should additional utilities be desired in the future, the marginal walkways provide a flexible structure by which electrical and water utilities can be extended throughout the marina easily and cost effectively. All electrical utilities will be compliant with all current standards for electrical distribution to reduce the risk of Electrical Shock Drowning (ESD). ESD occurs when a person in the water encounters stray electrical current that enters the water - most often from a boat, but occasionally from the docks. If the current exceeds 30mA, the person in the water can become paralyzed and drown. This is prevented through installation of marina electrical infrastructure with appropriate ground fault interruption at all distribution points, minimizing the risk of stray current entering the water.

The current anchoring system is very well suited for the changing water levels and existing equipment should be inspected regularly to ensure the cables and winches are in sound condition.

### **Marina Market Analysis**

The marina market in Colorado is limited by the very small number of navigable lakes in the state, and demand for boating remains very strong throughout Colorado. On Dillon Reservoir, the marina market is limited to Dillon Marina and Frisco Bay Marina. Both marinas are reasonably modern facilities with very strong occupancy (both have waiting lists for slips of all sizes), but Dillon Marina currently offers more deep water slips and greater access to modern marina utilities. Most significantly, Dillon Marina offers slips that are in place and accessible throughout the entire boating season, whereas Frisco Bay Marina is not currently fully accessible until early July in typical years. Dillon Marina charges higher rates for nearly all of their services and facilities when compared to Frisco Bay Marina, sometimes significantly higher.

It is clear that there is sufficient market demand to support significant expansion of both public marinas on the reservoir, as well as significant increases in slip rates. As Frisco Bay Marina is modernized to offer comparable facilities to Dillon Marina, one could easily argue that the exceptional quality of the Frisco Bay Marina site, staff, and access to the adjacent Frisco downtown are worth rates at least equal to those charged at Dillon Marina, if not somewhat higher.

While all slips in Frisco Bay Marina are occupied and there is a waiting list for slips of all sizes, there is little desire among the community to significantly expand the marina or add more than the 30 additional slightly larger slips proposed in the plan. The community expressed a desire that the marina focus on providing slips under 40' in length and maintain all existing 25'-30' slips to ensure that local residents and longtime slip holders can continue to use the facility.

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As stewards of Frisco's waterfront, it is incumbent on the Town of Frisco to charge fair market value for the services provided in order to provide sufficient and sustainable funding for the ongoing operation of the marina, maintenance of facilities to protect the environment, and expansion of access to the very limited waterfront for residents and visitors alike. In response to the Town of Frisco's goal of achieving equitable access to the marina facilities for all residents of Frisco, we believe a reasonable approach would be a tiered rate structure that offers lower rates to residents as needed and higher rates for non-residents. This is a very common approach in municipal marinas nationwide, as it recognizes the additional financial support provided to marina operations and infrastructure by residents when compared to non-residents.

As marina improvements come on line, we recommend Frisco Bay Marina rates match those charged by Dillon Marina, with serious consideration given to increasing rates to 5% over Dillon Reservoir over time. We also recommend increasing rates every year to keep up with inflation for two primary reasons. First, it is the responsibility of the Town of Frisco to maintain a financially viable marina in order to maintain your Clean Marina Standards and minimize environmental risk to the reservoir. Second, too often municipal marinas fail to increase rates for many years, when suddenly a financial crisis requires dramatic increases. While boaters understand the effect of inflation on prices and generally tolerate small annual increases reasonably well, they generally react very poorly to occasional increases of 10% or 15% even when rates haven't increased in many years. It is a sound business practice to increase charges as operational expenses increase every year.

### Financial Assessment and Recommendations

Marinas are one of the few municipal recreational offerings that have the potential to be entirely financially self-sustaining. In many cases, marinas can generate sufficient additional revenue to provide funding for other improvements to the waterway and adjacent supporting facilities, which is the case at Frisco Bay Marina.

The master plan proposes a range of operational (pricing) and infrastructure (new docks) improvements that will generate significant new revenue that can offset the cost of new infrastructure proposed in the plan. These improvements will generate new revenues that can be clearly quantified within the Marina Enterprise District and used to service revenue bonds to construct infrastructure. Conversations with the Town of Frisco indicate bond interest rates of 4% over 20 years are reasonably available to the Town of Frisco and are used below to identify the potential construction value of \$6,850,000 that could be supported by the following elements:

- A) New Slips: Construction of 22 new slips at 35' with power and water will generate approximately \$62,200 in yearly revenues. These new slips will not have a meaningful impact on operational expenses, so this revenue will support approximately \$850,000 in construction value at 4% over 20 years.
  - B) Add Power to Slips: Providing modern marina utilities supports higher slip lease rates, and the plan proposes a modest expansion of utilities to 28 existing slips. This will generate approximately \$15,000 in additional yearly revenue, supporting approximately \$200,000 in construction value.
  - C) Increase Rental Rates to Match Dillon Marina Rates: Simply matching Dillon Marina's rates will generate an additional \$216,000 per year, supporting approximately \$3,000,000 in construction value.
-



- D) Double Food & Beverage Revenues: With the construction of a new, larger restaurant, we believe F&B revenues will easily double, providing an additional \$53,000 in revenue supporting approximately \$750,000 in construction value.
  - E) Increase Rates to 5% above Dillon Marina: Given the exceptional quality of the Frisco Bay Marina site and surrounding community, we believe the market will easily support rates 5% above Dillon Marina rates. This would generate an additional \$84,000 in yearly revenues, supporting approximately 1,350,000 in construction value.
  - F) 10% Increase in Paddle Sports Revenue: The recently implemented 10% increase is expected generate an additional \$50,000 per year, which would support a construction value of approximately \$700,000.
-

**Frisco Marina Master Plan Improvements - Budget Costs**  
**June 19, 2018**

DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	TOTAL	NOTES
<b>Phase 1. Marina Operation Building and Park Entry Improvements</b>					
Intersection/Entry Improvements	1.00	LS	\$ 25,000.00	\$25,000	Mostly funded by CDOT Gap Project
Marina Operations Building	7,500.00		\$ 200.00	\$1,500,000	Marina Operations Building Funding
Utilities and Infrastructure	1.00	LS	\$ 50,000.00	\$50,000	included in above
Sidewalks and Paths (Conc)	5,000.00	SF	\$ 7.50	\$37,500	
Parking Areas and Drives	10,000.00	SY	\$ 40.00	\$400,000	
Sitework and Amenities	1.00	LS	\$ 100,000.00	\$100,000	
Contingency	1.00	LS	\$ 250,000.00	\$250,000	
<b>Subtotal</b>				<b>\$2,362,500</b>	
<b>Phase 2. Big Dig &amp; Major Park Improvements</b>					
Big Dig Grading (in the dry)	75,000.00	CY	\$ 16.00	\$1,200,000	Partially funded (Alt in the wet = 2x cost)
Site Grading and Prep	70,000.00	SY	\$ 3.00	\$210,000	
Bulkheads and Retaining Walls	600.00	LF	\$ 500.00	\$300,000	
Boat Ramp Relocation	6,000.00	SF	\$ 100.00	\$600,000	Extend to low water
Utilities and Infrastructure	1.00	LS	\$ 75,000.00	\$75,000	
Parking Areas and Drives	16,000.00	SY	\$ 40.00	\$640,000	Assumes most of existing can stay in place
Pier and Lakefront Promenades	30,000.00	SF	\$ 25.00	\$750,000	
		EA	\$ 5,000.00	\$0	
		LS	\$ 50,000.00	\$0	
Playground	6,000.00	SF	\$ 40.00	\$240,000	
Landscaping and Irrigation	300,000.00	SF	\$ 2.00	\$600,000	
Shoreline Beach	25,000.00	SF	\$ 2.50	\$62,500	
Wetlands Mitigation	25,000.00	SF	\$ 5.00	\$125,000	
Pavilion	1.00	LS	\$ 125,000.00	\$125,000	
Sitework and Amenities	1.00	LS	\$ 100,000.00	\$100,000	Ice Pond, Splash Pad
Sidewalks and Paths	8,000.00	SF	\$ 7.50	\$60,000	
<b>Marina improvements</b>					
Expansion Docks	2,280.00	SF	\$ 75.00	\$171,000	
Marginal Walkway	5,000.00	SF	\$ 75.00	\$375,000	
Transient Marginal Walkway	5,000.00	SF	\$ 75.00	\$375,000	
80 ft Gangways with Platforms	2.00	EA	\$ 75,000.00	\$150,000	
Dock Utilities (Power and Water)	28.00	EA	\$ 4,000.00	\$112,000	
Shoreside Electrical Supply	1.00	LS	\$ 30,000.00	\$30,000	
Relocate Fuel Dock	1.00	EA	\$ 200,000.00	\$200,000	
Rock Revetment	9,000.00	Tons	\$ 70.00	\$630,000	
<b>Buildings</b>					
Food and Beverage	2,500.00	SF	\$200.00	\$500,000	
Contingency	\$1.00	LS	\$500,000.00	\$500,000	
<b>Subtotal</b>				<b>\$8,130,500</b>	
<b>Phase 3. Boater Services and Storage Buildings</b>					
Boat Service	3,000.00	SF	\$150.00	\$450,000	
Non Motorized Boat Storage	4,000.00	SF	\$150.00	\$600,000	
Sitework	\$75,000.00	SF	\$10.00	\$750,000	
Floating Docks	\$4,000.00	SF	\$75.00	\$300,000	
Boardwalks	2,000.00	SF	\$ 100.00	\$200,000	
Contingency	\$1.00	LS	\$200,000.00	\$200,000	
<b>Subtotal</b>				<b>\$2,500,000</b>	
<b>Phase 4. Lot B1 Redevelopment</b>					
Not estimated				\$0	
				\$0	
				\$0	
<b>Total</b>				<b>\$12,993,000</b>	
<b>Design &amp; Permitting (15%)</b>				<b>\$1,948,950</b>	
<b>Preferred Concept Total</b>				<b>\$14,941,950</b>	





# TOWN OF FRISCO FRISCO MARINA PARK MASTER PLAN

JUNE 26, 2018

# ACKNOWLEDGEMENTS

Individuals and organizations who helped to guide the development of the Frisco Marina Park Master Plan include:

## Town of Frisco

### Council

Gary Wilkinson, Mayor  
Hunter Mortensen, Mayor Pro Tem  
Jessica Burley  
Deborah Shaner  
Rick Ihnken  
Dan Fallon  
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Diane McBride, Town of Frisco Staff

## Organizations

Denver Water  
Colorado Department of Transportation  
Summit County

## Consultant Team



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Frisco Bay Marina Park circa 2018

# EXECUTIVE SUMMARY



Looking north toward boat ramp



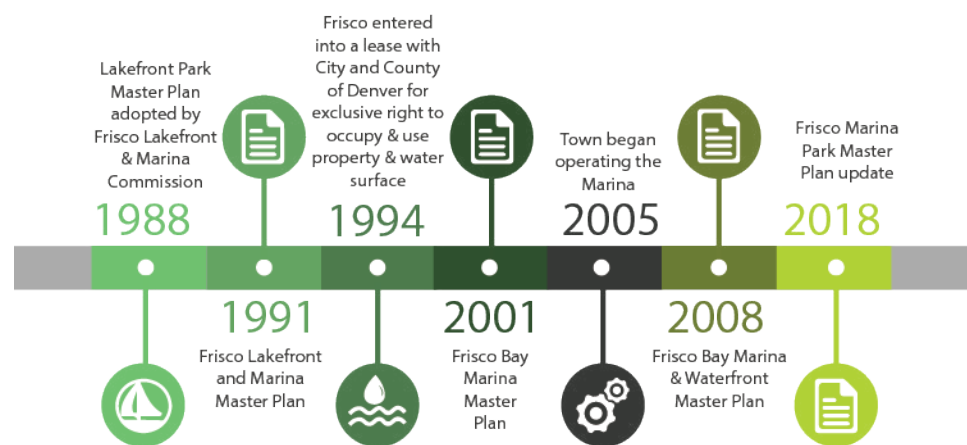
Happy Hour at the Island Grill



Growing demand for "muscle-powered" boats

## INTRODUCTION AND BACKGROUND

Since adoption of the first master plan for the marina site in 1991, the Town of Frisco has gradually implemented the community's ideas into the current marina layout. Increased recreational demands in the Town, especially along the waterfront of Lake Dillon, along with rising property values in the surrounding area, make this an opportune time to work with the community to re-envision the future of Frisco Marina Park.



Past Projects Timeline

## PURPOSE OF THE PLAN

The Frisco Marina Park Master Plan provides a long term vision based on community input, while also defining actionable steps for implementing improvements to meet short term needs. The Master Plan seeks to balance the use of the site as both a marina and a park, and also looks outside current site boundaries to provide recommendations and a framework for strengthening connections to downtown and adjacent open space areas. The Master Plan includes recommendations for updating the land lease with Denver Water, extending the "Big Dig" program, and anticipating potential future redevelopment of adjacent properties.

## PROCESS

The master planning process included an evaluation of existing conditions, recreational and boating use issues, visitor needs, and best practices. The project team, working with Town staff, stakeholders, an Advisory Committee and the public, created alternatives and received feedback which then led to the development of a preferred master plan, which is detailed in this document.

## MASTER PLAN

The Master Plan provides an exciting vision for the future of the Frisco Marina Park. Its primary goal is to create a vision for balancing the increasing demand for access to the Town's waterfront with providing a high quality user experience for all visitors. It does so by focusing on several key goals:

- Make the park an extension of Main Street
- Address conflicts to improve public access to the waterfront
- Expand the capacity of the marina for all types of boating
- Better organize uses to improve user experience
- Enhance site and shoreline ecology
- Activate and support year round uses

## NEXT STEPS

While the Master Plan is intended to act as a community-supported guide for the Town to implement components of the design as funding allows, it includes steps that can be taken immediately. Phase 1 design has already commenced, and partial funding is in place for components of phases 1 and 2. The plan will also be used to solicit support and funding from various partners and sources. This document is organized into five sections, articulating the project's context, community input, planning process, master plan, and implementation priorities.

# COMMUNITY CONVERSATIONS

The Town of Frisco utilizes a process called “Community Conversations” to engage stakeholders and residents in discussions about future projects within the Town. Development of the Frisco Marina Park Master Plan included a robust stakeholder and public outreach program that featured Town staff and stakeholder interviews, an online survey, Advisory Committee reviews, and two multi-day workshops with well attended public open house discussions. Regular project updates were provided on the Town’s website and the Summit Daily published articles about the plan and the process. The community’s input into the master plan was critical to gaining consensus and support for the improvements recommended in this plan.

## STAKEHOLDERS

The Town assisted in developing a list of stakeholders who could provide a broad base of input from various perspectives, as well as opportunities and constraints for the project plan. Stakeholders included marina and event staff, public safety personnel, slip holders, boating groups, landowners, homeowner’s associations and concessionaires. The stakeholders were interviewed in small groups in December 2017. Stakeholders were asked what they liked most and least about the current marina and park, what they thought was missing and what could be improved, and what their vision would be for the best possible outcome for the plan and the place. A full summary of stakeholder input is included in the appendix.

## ADVISORY COMMITTEE

The Town convened an Advisory Committee comprised of Town staff and key stakeholders. The Advisory Committee met during the project workshops, prior to the public meetings, and served as a sounding board for plan proposals to identify issues, challenges, and opportunities.

## SURVEY

An online survey was linked to the project information on the website between January and March, 2018. Participants were asked twelve questions about important considerations for marina and park improvements. 140 responses were received – most from residents, property owners, and people who work in the Town. A high percentage (61%) use the marina for paddle sports. Another high percentage (74%) visit the park regularly for non-boating activities such as bicycling, events, concerts, and happy hour, while 44% visit regularly for boating activities.

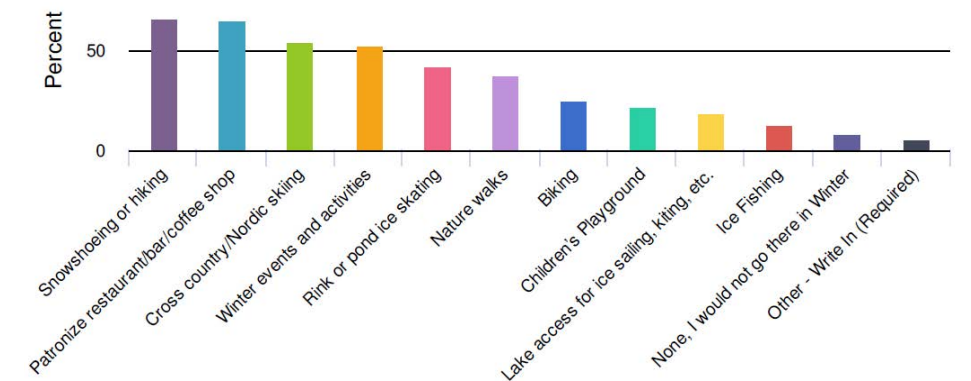
When asked what would be desirable as the marina and park are improved, the responses indicated a desire for areas that support unstructured use, such as public events, activities and areas for picnicking, fishing and walking or biking. Most value a natural landscape with better access to the water’s edge and opportunities for more winter and year-round use. Boating and paddle sports should remain as essential activities and expansion of the popular beach and flexible-use lawn areas is highly desirable.

## PUBLIC MEETINGS

Two public meetings were held at the Peninsula Recreation Area Day Lodge. More than 50 people attended the first open house in February 2018 where Town staff and the project team set up several stations illustrating the project’s guiding principles and goals, visual preferences, and conceptual alternatives. Participants were asked to write down their ideas and concerns on sticky notes, and to place green dots on potential park



The Advisory Group participated in developing and evaluating concepts



Survey Question # 9: If the Marina Park was open year round, what activities would you participate in during the winter?

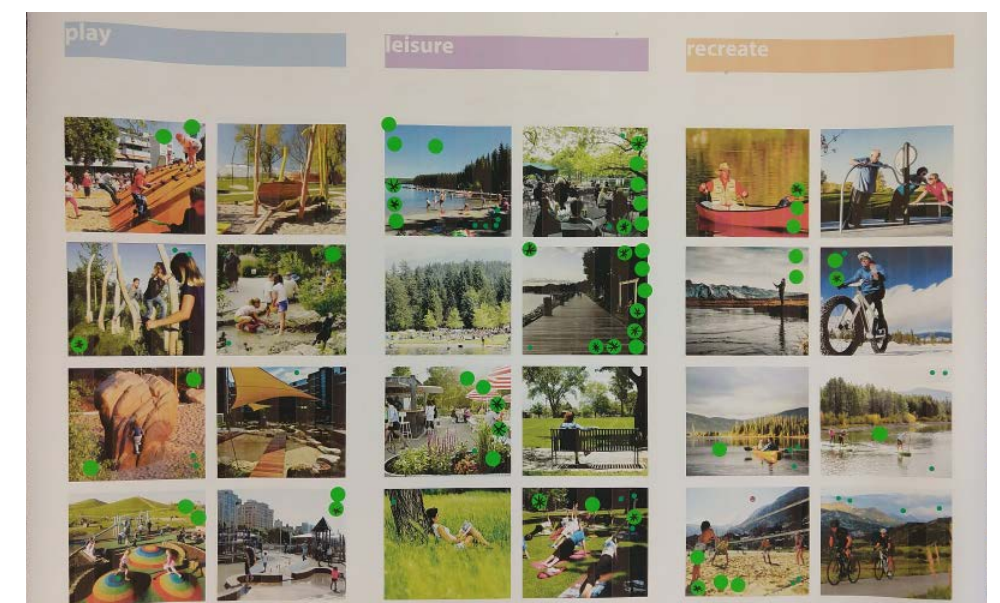
features and programs that they found especially appealing. This public input, recorded in meeting summaries (see appendix), resulted in clear preferences for aspects of the alternative plans and visual preferences that were then incorporated into the preferred master plan concept.

The second public open house was held in April with well over 60 people in attendance. At this meeting Town staff and the project team presented an illustrative plan of a preferred alternative, called "Concept C", along with supporting graphics and narratives, and asked for verbal and written feedback on the preferred plan. Feedback was recorded by the project team and incorporated into the final master plan. In general, participants were excited about, and very supportive of the preferred plan, and brought forward specific comments, concerns, and questions to be addressed in the final plan.

multi-use boathouse community events  
 more multi-use areas more open space  
 address parking boat size dock amenities  
 grassy areas enhanced views traffic congestion  
 boathouse storage security and safety improve access  
 improve building architecture expand waterfront

Input from Community Conversations

KEY STAKEHOLDER INPUTS (FULL SUMMARY IN APPENDIX)	
<b>Staff</b>	
	Address parking and wayfinding issues
	Keep open spaces available for flexible uses
	Improve connectivity within the site
	Expand waterfront access for all
	Expand the marina operations building and add restrooms
	Address site safety concerns and improve emergency access
	Balance park and marina uses
<b>Public Safety</b>	
	Proximity to off-site propane storage tanks is a concern
	Address increases in vandalism
	Improve lighting
<b>Slip Holders and Boaters</b>	
	Improve access and facilities at docks
	Provide power, water, wifi and dedicated restrooms
	Consider preferred parking for slipholders and renters
<b>Concessionaires</b>	
	Need more kitchen area and storage at Island Grill
	Consider dedicated parking for different uses
	Consolidate rental operations
<b>Rowing Club</b>	
	A boathouse is desirable, potential to combine with kayak/canoe/SUP storage
	Willing to partner with Town to improve facilities
	provide better separation of "muscle-powered" from motorized boats
<b>Others (residents and businesses)</b>	
	Strengthen connection from park to Main Street
	Improve entry and wayfinding
	Promote better land uses along Summit Boulevard
	Encourage and support more year-round activities
	Consider relocating winter boat and snow storage to off-site locations
	Keep the plan simple - provide more beach access
	Relocate playground closer to food and beverage
	Keep the character real/authentic to Frisco



Members of the public provided feedback at the open houses

# SITE CONTEXT AND EXISTING CONDITIONS

## OVERVIEW

Frisco Marina Park is located on the shores of the scenic Lake Dillon at an elevation of 9,017 feet above sea level (ASL) in Frisco, Colorado. The lake spans 3,300 acres, with 25 miles of shoreline, and serves as the largest storage facility for the Denver Water Board, responsible for 25% of Denver's drinking water. Frisco Marina Park occupies approximately 10 acres, accessible from the intersection of Summit Boulevard (SH9) and Main Street/Marina Road. Marina Road is an extension of Main Street following the old alignment of the highway to the Town of Dillon prior to the creation of the Dillon Reservoir and Recreation Area. The Marina Park includes 3.26 acres of Town-owned land with the remaining leased from the Denver Water Board for recreation purposes. The Marina is operated by the Town as an Enterprise Fund, and retains staff to operate the marina, and maintain and secure the park.



Location Map



Above: The Marina Park is a gateway to Frisco.  
Below: Summit Boulevard is a barrier from Main Street.



Above: The marina is one of two primary boat access points to Lake Dillon.  
Below: The marina is used extensively for boat and snow storage in winter.







Project Site Context and Environmental Influences Map

**SITE CONTEXT**

The Town of Frisco is 1.7 square miles in size with a population of 2,683 based on the 2010 census. It is surrounded by vast public open space areas including the Peninsula Recreation Area (PRA) which is part of the larger White River National Forest. The Town continues to experience rapid growth resulting in development pressure, increased traffic, increasing property values, and higher demand for recreational use of open space, especially along the lakefront. The marina and park have seen increasing demands for public use, especially during the summer season, on weekends, and for special events, resulting in wear and tear, inadequate facilities, traffic congestion, and parking challenges.

The Project Site Context Map at left is used to demonstrate environmental influences that might affect use and programming including:

- Sun angles throughout the year
- Prevailing wind directions
- Access and connectivity
- Conceptual hydrology
- Surrounding land uses

EXISTING AREAS AND AMENITIES	
Total Land Area	7 acres
Flexible Use Open Space	1.5 acres
Accessible Shoreline	50 linear feet (beach)
Paved Parking	187 plus 25 spaces for vehicle with trailer
Docks/Boat Slips	140
Boat Storage Racks	222 (kayaks, canoes, SUPs), 120 on waiting list
Buildings	Lund House (marina operations), Island Grill (food and beverage), restroom addition, trailhead restroom, several small sheds for rentals and equipment storage

# SITE CONTEXT AND EXISTING CONDITIONS



Existing Land Use

## EXISTING CONDITIONS

### Land Use

Frisco Marina Park is recognized as a marina first, providing one of two primary access points for larger boats to the lake. It also serves as an important recreational amenity for the Town of Frisco, providing a unique open space with panoramic lake and mountain views. Frisco Marina is one of the few places in Colorado where visitors can experience a lakefront in such close proximity to downtown shops and restaurants.

The areas owned by and leased from the Denver Water Board include areas in the 100-year floodplain and designated wetlands, administered by the US Army Corps of Engineers. The water elevation is controlled by the Denver Water Board to meet downstream water needs, so the level fluctuates between the high water (spillway) elevation of 9,017 ASL and a low water average elevation of approximately 9,007 ASL. Fluctuating water levels limit the ability of the marina to function beyond the normal, lake full summer season between June and September. The Federal Emergency Management Agency (FEMA) 100-year floodplain (approximate elevation 9,025 ASL) limits the location and elevation of occupied buildings on the site.

Adjacent uses include two commercial properties that are privately owned, and the Town's sanitation district wastewater treatment plant. The site is contiguous to open space managed by Dillon Reservoir Recreation Committee (DRReC), an interagency committee that manages Lake Dillon and many of its adjacent properties. The 807-acre Peninsula Recreation Area (overseen by the Town of Frisco, US Forest Service, and Denver Water) includes hiking, biking, Nordic skiing, tubing, and other adventure sports.

A vacant Town of Frisco-owned parcel (parcel B-1) at the southeast corner of Summit Boulevard and Marina Road, the former site of Bighorn Lumber, is used primarily for overflow parking and several food and craft vehicles have established there seasonally, selling fresh produce and local crafts. Part of the park site is set aside as a cemetery, and the non-park parcels along Summit Boulevard are zoned for mixed use development. Another vacant parcel (B-2) is owned by the Frisco Sanitation District and reserved for potential future expansion of the Frisco Water Treatment Plant and a buffer to the park. The Town has held an agreement with the District that allows for certain park uses of this parcel, as well as an easement for future access from the District's property to Marina Road.



Site Environmental Conditions. See Appendix for Wetlands Map

**Environmental Conditions**

Much of the shoreline is identified as wetlands, although the fluctuating water levels and tributary streams result in highly variable wetlands quality. The Frisco Marina Park site and adjacent lands were reviewed by AlpineEco in May 2018 to generally identify wetland areas and assess their condition. Wetlands were identified by the presence of hydrophytic vegetation and presence of wetland hydrology (hydric soils were assumed), and mapped. Wetland functional condition was generally assessed using the concepts presented in the Functional Assessment of Colorado Wetlands (Johnson, et al. 2013). Plant nomenclature in this document follows the National Wetland Plant List (Corps 2018).

Approximately 5.5 acres of wetlands were mapped in the study area. About 3.1 acres of the wetlands are dominated by shrubs and are classified according to Cowardin, et al. (1979) as palustrine scrub-shrub (PSS). Various species of willow (*Salix* spp.) dominate most areas, with some thinleaf alder (*Alnus incana*) also present. The remaining 2.4 acres of wetlands areas are dominated by herbaceous species (grasses, forbs, and grass-like species) and are classified as palustrine emergent (PEM). Some of the most common species present in these wetlands include leafy tussock sedge (*Carex aquatilis*), Northwest Territory sedge (*Carex utriculata*), bluejoint (*Calamagrostis canadensis*), and Baltic rush (*Juncus balticus*).

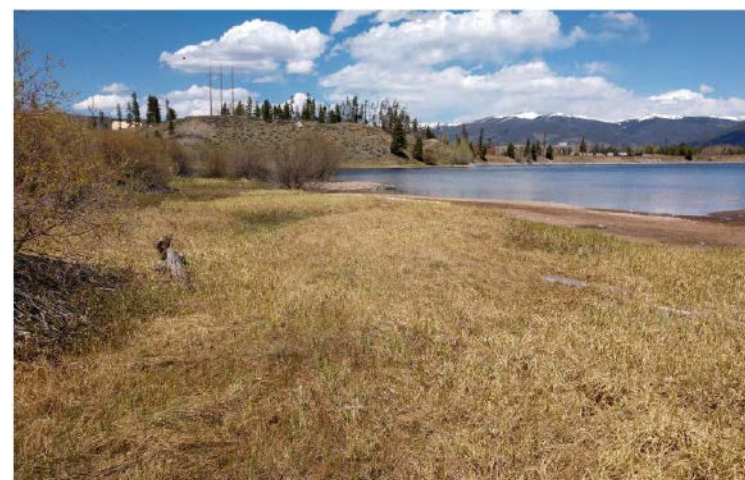
Most of the PEM wetlands are found in the lowest portions of the study area, mainly around the perimeter of Lake Dillon and along the immediate edge of Ten Mile Creek and other tributaries of the lake. These wetlands are mainly supported by water in the lake and creeks directly, through flooding and capillary action. Supplemental water is provided by direct precipitation (including snowmelt) and stormwater runoff for those wetlands close to the marina parking lots or otherwise in the direct flow path of water from SH9, Main Street, or other areas of development.

Many of the PSS wetlands are too high above the normal water surface elevation of Lake Dillon to be primarily supported by the water in the reservoir. They appear to be mainly supported by high groundwater associated with the greater historic Ten Mile Creek/Miner's Creek floodplain, although the wetlands are close enough to the lake that their groundwater elevations are likely influenced by changes in lake water levels. Supplemental water for these wetlands comes from direct precipitation (including snowmelt) and stormwater runoff from the marina parking lots, SH9, Main Street, and other nearby developed areas.

Although a detailed assessment of wetland functional condition was not performed for the wetlands in the study area, based on the concepts presented in FACWet, most of the wetlands are considered "Functioning" or a letter grade of "C." FACWet is a stressor-based approach to rating functional condition and measures a wetland's departure from reference condition. A reference site would be considered "Reference" and receive a letter grade of "A," whereas a severely impaired wetland would be considered "Functioning Impaired" and receive a letter grade of "D" ("F" is reserved for those sites that are no longer considered wetland because the stressors are so severe).

The main ecological stressor that reduces the overall functional condition of the wetlands is the general lack of a natural water regime. Nearly all the wetlands have altered vegetation composition from being over saturated (mainly by flooding from the lake) or being dewatered (either by lake draw-down or by the presence of infrastructure that has reduced and/or diverted groundwater and surface water inputs). Other key stressors observed include the presence of infrastructure (SH9, bike path, marina, cemetery, water treatment plant, etc.), including the lake itself that creates barriers for wildlife moving between the wetlands in the study area and other adjacent wetlands; the presence of historic and recent fill, ditches, and other geomorphological changes within the wetlands that have either caused the direct loss of wetlands or degradation by altering water distribution within the wetlands; potential water quality concerns from receiving direct runoff from developed areas; and numerous social trails in and around the wetlands that indicate the regular presence of people (especially north of the marina) which will reduce overall wildlife use and often cause minor impacts to vegetation.

**ACCESS AND CIRCULATION**



PEM Wetland North of the Marina



PSS Wetland South of the Marina



PEM Wetlands North of the Marina Stressed by Water Fluctuations

## SITE CONTEXT AND EXISTING CONDITIONS

Frisco Marina Park is accessible from Summit Boulevard (SH9) at the intersection with Main Street. SH9 is administered by Colorado Department of Transportation (CDOT), who is in the process of improving the section from Main Street to points south as part of what they call the "Gap" Project. The Gap project will result in the removal of the southbound free right turn lane onto Main Street, and reconstruction of the intersection to, among other things, improve access for pedestrians and bicyclists.

### The Gap Project

In August 2017, CDOT conducted an evaluation of SH9 from mile post (MP) 94.36 (south of Peak One Drive) to MP 96.25 (North of Main Street) to provide geometric, access and traffic control recommendations to improve operations along SH9. The study included the following recommendations for the SH9 and Marina Road/Main Street intersection:

- Replace the southbound right-turn by-pass lane with a non-channelized right-turn deceleration lane to better accommodate bicycle and pedestrian activity on the north side of Main Street
- Add a pedestrian phase across Main Street

The Town of Frisco's 2017 Trails Master Plan identified SH9 as a barrier between most of Frisco and the waterfront. The primary issue identified at SH9 and Marina Road/Main Street is getting bicycles and pedestrians safely across SH9. The intersection currently provides crosswalks on the south and east legs of the intersection. Bicycles using the Rec Path are currently directed to the south side of the intersection to cross.

During the summer, traffic counts indicate approximately 45 vehicles travel to/from the marina during the AM peak hour and approximately 50 vehicles during the PM peak hour. The heaviest movements at the intersection are the southbound right turn and the eastbound left turn; these movements highlight the heavy pattern of traffic traveling between downtown Frisco to/from the north on SH9.

### Parking

Availability of parking, especially for events and peak weekends, has been identified as a major concern to be addressed in the plan. The Marina Park site has a current capacity of approximately 300 parking spaces broken into four distinct areas: the South Parking area, serving the boat ramp, consists of 72 vehicle spaces and 25 vehicle/trailer spaces. The North Parking area, serving the park and playground areas, consists of 88 vehicle spaces. The Trailhead area includes 26 vehicle spaces. Parcel B-1 is a gravel area that serves informal overflow parking for approximately 120 vehicles.



Access and Circulation

### Bicycle and Pedestrian Access to the Waterfront and Marina Amenities

Bicycles and pedestrians currently have limited access to the waterfront. The existing site configuration presents the following challenges for bicycles and pedestrians:

- Lack of direct bicycle and pedestrian connections to key marina amenities and the waterfront
- Lack of pedestrian facilities along Marina Road and Summit Boulevard
- Mixed uses on the existing Rec Path (e.g., bicyclists passing through and marina users)
- Concentration of bicycle parking all in one area

### Boat Launch

The existing boat ramp is located at the east end of the marina and launches boats on the north side of the pier. Challenges with the current location of the boat launch include:

- Clockwise circulation at the boat ramp does not meet driver expectation and creates a conflict for entering and exiting vehicles.
- The tight turning radius at the curve at the east end of the south parking lot prior to accessing the boat launch cannot easily accommodate large/emergency vehicles.
- State inspections for all boat launching requires ample space for queuing and visibility from marina operations building.
- Vehicles waiting for the boat launch need a better waiting/queuing area.
- Challenges with mixed small and large craft launching occur at the same location.



Bicycle parking is often at capacity.



Finding parking is a challenge during events



Boat ramp is a conflict area that divides use areas.



Warm Season Recreation

**RECREATIONAL USES**

The Town has invested in facilities and programs that have activated a variety of recreational uses within the park. Recreational uses of the Marina Park are heavily skewed to the summer season, when the marina is also operational. The marina provides access and support for boaters, such as seasonal slip rentals, non-motorized and motorized boat rentals, and transient dock space, along with marina retail, repair, and operations support. Non-marina uses include passive recreation such as dog-walking and picnicking, more active uses such as bicycling and children's play, and programmed events such as the Fourth of July fireworks.

**Park Uses**

Frisco has consistently sought to balance park and marina uses. The current layout of the park, along with the success of the marina, has reduced the area available for land based recreation. There is currently approximately 60,000 square feet (15% of park area) that is available as open space for recreational use. Of approximately 700 feet of shoreline only about 50 feet is currently accessible. Parking, access roads, boat ramp, buildings, storage areas and native and wetland landscapes constrain use areas.



Cold Season Recreation

**Buildings**

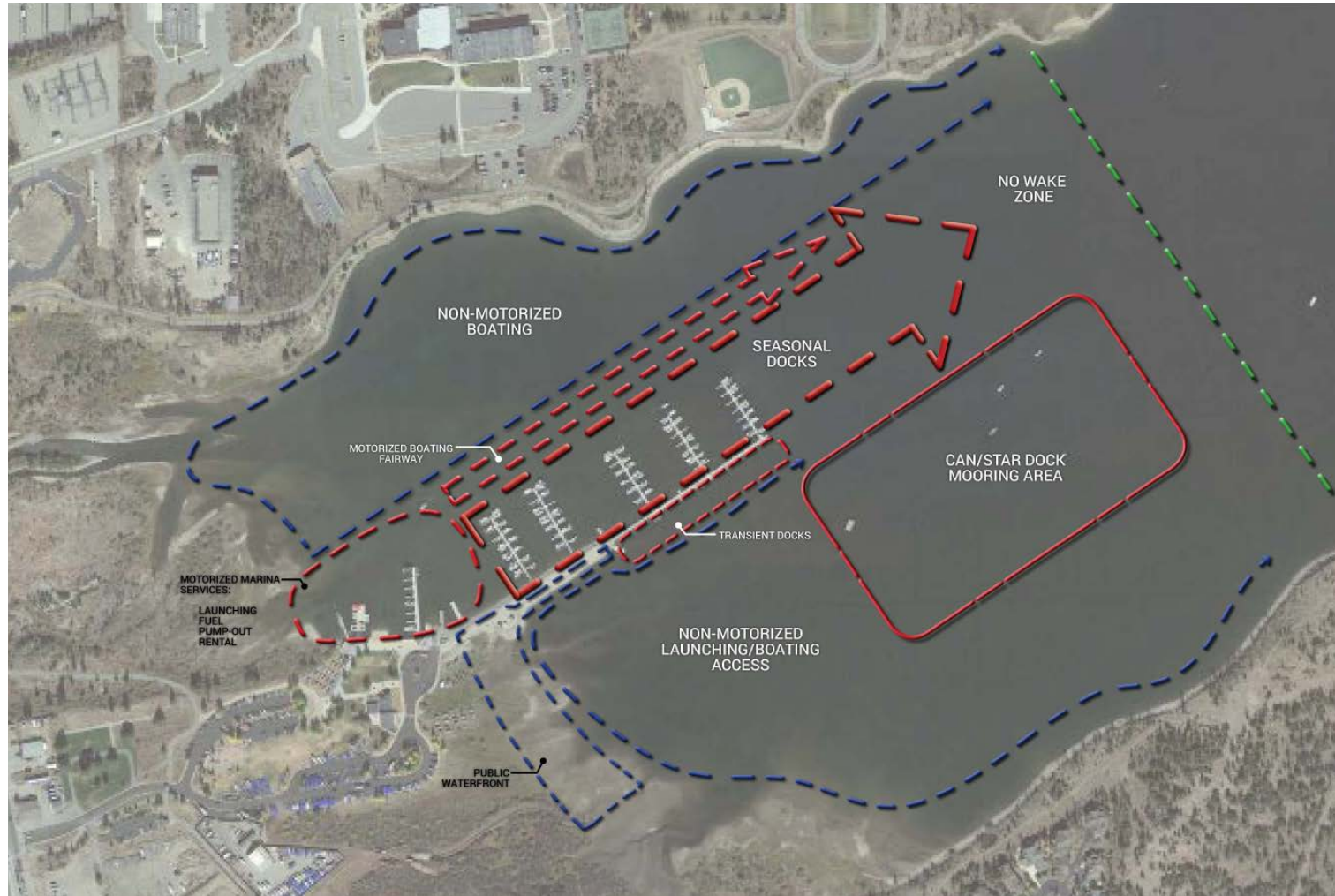
The Town is currently planning an expansion of the Marina Operations Building, currently housed in the Lund House. Other facilities include the restroom building, the grill, the boat maintenance facility and the trail head restrooms, along with several small ticketing kiosks and storage sheds. Current and prior assessments indicate that the operations building is undersized and obsolete, and should be updated to accommodate the services that are provided by the Town's marina staff and vendors.

**Marina**

Frisco Marina Park is home to approximately 140 seasonal slips ranging in size from 25'-30', spread evenly across five piers accessed by a main central walkway. The docks are a galvanized steel frame system with wood decking and HDPE tub flotation. Anchorage of the dock system utilizes an adjustable steel cable winch system attached to a concrete mass anchor, which allows the marina anchorage to be adjusted to accommodate a wide range of water levels. The slips are not provided with water or power utilities, which along with the relatively small size of the slips, limits access to larger vessels.

As the changing seasonal reservoir levels currently require the docks to be relocated farther out into the reservoir for winter, a tremendous amount of labor and expense is required to reposition the docks each year. Due to the typically late time period in which the reservoir fills, the

## SITE CONTEXT AND EXISTING CONDITIONS



Existing Marina Layout

docks cannot currently be placed in the desired location until early July, which effectively cuts the marina season in half. In some years, the docks are moved multiple times to accommodate the water levels. These low water levels are one of the biggest concerns that must be addressed.

The marina also provides swing moorings, power boat rentals, and a fuel dock with sanitary pump-out, as well as dry storage, winter storage, mechanical services, and haul-out that add to the range of services that make the marina a success. In addition, the marina offers extensive on site storage and rental opportunities for non-motorized boating activities such as kayaks, rowing vessels, canoes, and stand up paddle boards.

Parking for seasonal slip holders is limited, and the current vehicular configuration placing the boat launch as the closest point of access to the marina creates extensive vehicular circulation conflicts that limit the effectiveness of the launch. Additionally, these conflicts create potential safety impacts for pedestrians and cyclists. The overall organization of the marina on the water also creates a range of potential conflicts, with most of boating activities located on the north side of the central pier. With this

concentration of motorized and non-motorized boating activities all sharing the same fairways, conflicts are inevitable. The challenges are exacerbated by a mix of more experienced seasonal boaters and less experienced power and non-motorized rental vessels sharing the area with the boat launch and fuel dock.

Boater services, such as showers, restrooms, marina office, etc. are currently insufficient to meet the needs of either the boaters or marina staff.

Overall the quality of the marina location itself is exceptional, and is quite possibly the most attractive marina settings in all of Colorado. The site has great potential, and the existing infrastructure is well maintained and serviced by knowledgeable and friendly staff.



### KEY CONCLUSIONS

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

# MASTER PLAN PROCESS



## DATA GATHERING, INVENTORY, AND ASSESSMENT

The project team used a combination of methods to develop a better understanding of the context, conditions, and needs and to facilitate the outcomes of the master planning process. Analysis and assessment included collecting and reviewing prior master plans for the site, as well as other relevant plans that might impact the Marina Park, reviewing land uses, topographic surveys, and documenting existing conditions with photos and plans. Existing conditions plans were organized into site context, access and circulation (with parking), land use, environmental conditions, and recreational uses (summer and off-season).

A base plan representing existing conditions was developed from available Geographic Information System (GIS) sources and from materials and maps provided by the Town. The conditions assessments served as a basis for identifying opportunities and challenges, which were then addressed in developing the conceptual alternatives. A review of opportunities and challenges identified internal and external conditions, conflicts and ideas that suggest change or adaptation for new or expanded facilities and programs. Market based opportunities for development or redevelopment of nearby and adjacent land, along with other Town plans and initiatives, are considered as they may impact access, parking and infrastructure needs for the Marina Park.

## COORDINATION WITH RELATED PLANS

### Marina Operations Building

Mathew Stais Architects has been commissioned to review current space and program needs and to design the marina office/retail/restroom space known as the Marina Operations Building. The existing facility (the Lund House), was moved to the site in 1997 and adapted for its current uses. The restroom building was added in 2007 to provide capacity to support the park and marina.

### The Big Dig Project

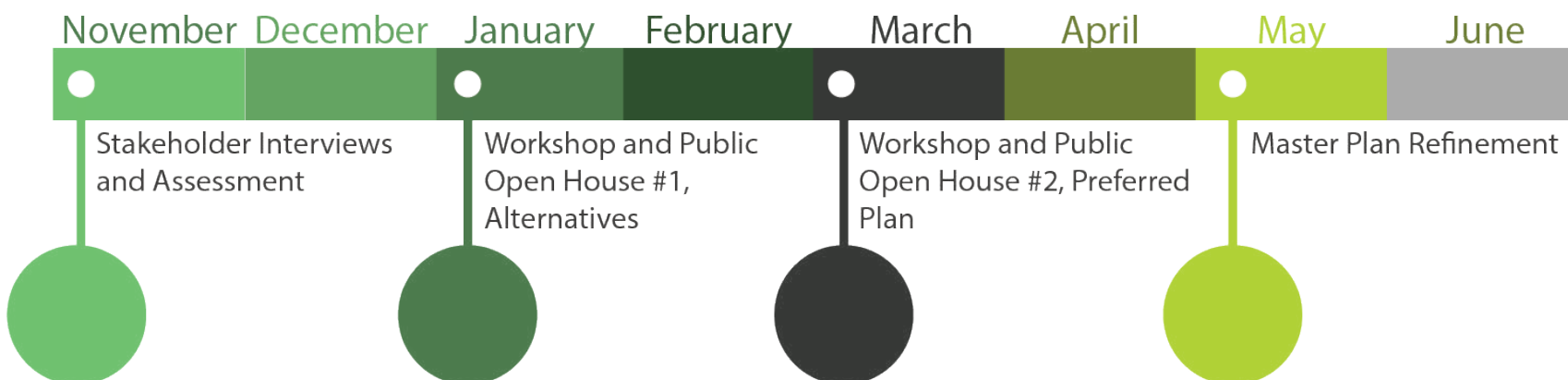
In 2013, the United State Army Corps of Engineers (USACE) approved a permit to authorize the excavation of up to 75,000 cubic yards of lakebed to allow for improved navigation at the marina and expand the recreational facilities at the marina. The permit, which expires in 2019, allows the Town to excavate up to 75,000 cubic yards of material below the ordinary high water mark to add depth to navigable areas. The permit currently requires the excavation to take place in-the-dry, limiting its timing to a drought condition when the lake would be drawn down much lower than normal. It also requires all fill material to be deposited below the normal high water line limiting its use for upland improvements. Use of material must occur in unvegetated lakebed below the normal high water elevation of 9,017 ASL.



Marina Layout Diagram B

Other plans impacting potential project outcomes include:

- Denver Water Board: The Town's lease with the Denver Water Board stipulates the use and terms under which operations of the Frisco Bay Marina occurs. The current lease was renewed in 2013 and expires in 2024.
- PRA: A master plan update for the Peninsula Recreation Area is underway, proposing improved trails and amenities.
- Town of Frisco Trails Master Plan: In March, 2017 the Town of Frisco approved a trails master plan which recommends expansion of the trails connecting to the Marina Park site from the PRA, the existing rec-path and across Summit Boulevard to Main Street.
- Town Community Plan: The Town recently hired a consultant to update the Frisco Community Plan. Elements of the Community Plan may impact proposed land uses in and around the Marina Park.



# MASTER PLAN PROCESS

## COMMUNITY ENGAGEMENT

Community Conversations were utilized at key touch points during the master planning process to engage residents and stakeholders through communication, input, and review. The Community Conversations for the master plan included stakeholder interviews, advisory committee reviews, an online survey and two public open houses. The discussions focused on the expectations, hopes and concerns for the future of Frisco Marina Park. The following matrix identifies how the alternative concepts were ranked as they best met key project goals.

## GUIDING PRINCIPLES, VISION, AND GOALS

The project team established several premises, which evolved into guiding principles for the development of the master plan. Vision and Goals were developed during the first workshop and reviewed with the advisory committee and the public at the second. A multi-day workshop format was employed to flesh out opportunities, develop alternatives, and refine them into a vision, goals and strategies – a master plan - that were then reviewed by the Advisory Committee, stakeholders and the public. The Master Plan is organized into four key areas that communicate the response to project goals and metrics:

- Access and Circulation: addresses the ways that people get to the park, and how they get around once they are there. This element addresses access to the park from Main Street and relocation of the boat ramp to enhance access to the lakefront.
- Land Use: identifies existing and potential land uses, based on zoning and compatibility with the park and Town policies and incentives.
- Ecology: identifies potential impacts on natural resources, need for permits and approvals for the proposed changes to the marina, and project goals for mitigation, restoration and enhancement of natural systems.
- Recreational Use: includes a detailed program for park and marina uses, including buildings, support facilities and year round activation.

Conceptual Alternatives were developed and reviewed to explore the range of opportunities. Evaluation Criteria, based on project goals, were used to evaluate each concept against the intended outcomes.

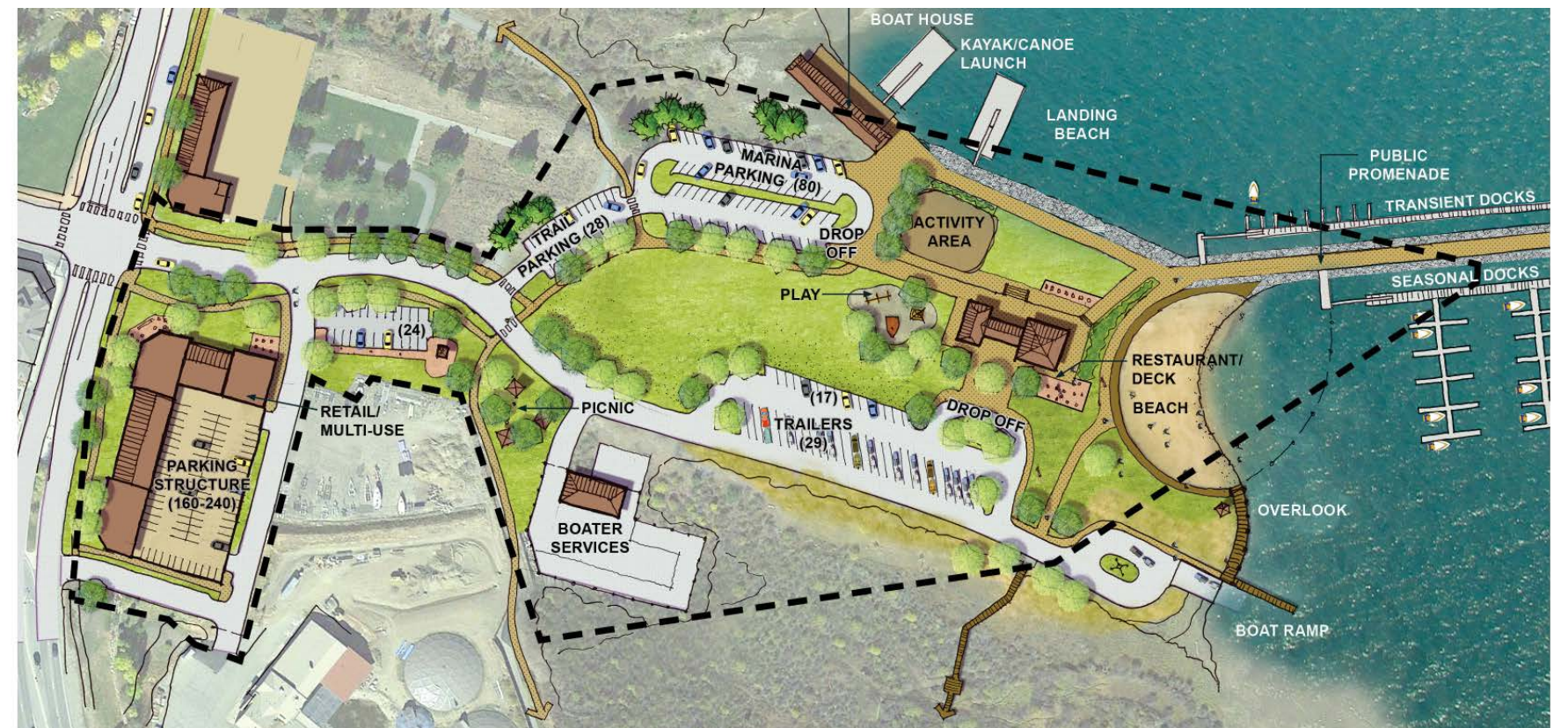
## SUCCESS METRICS

In order to measure future successful implementation of the plan, certain metrics for success were developed. The metrics must be measurable and result in positive change consistent with the goals of the project.

SUCCESS MATRIX	CONCEPT		
	Concept A	Concept B	Concept C
Improves Access	■	■■■	■■■
Expands flexible green space	■■■	■■	■■■
Expands accessible shoreline	■■	■■■	■■■
Improves level of service for boaters	■■■	■■	■■■
Increase rate of return for Town's investment	■■	■■■	■■■



Concept A, The Great Lawn

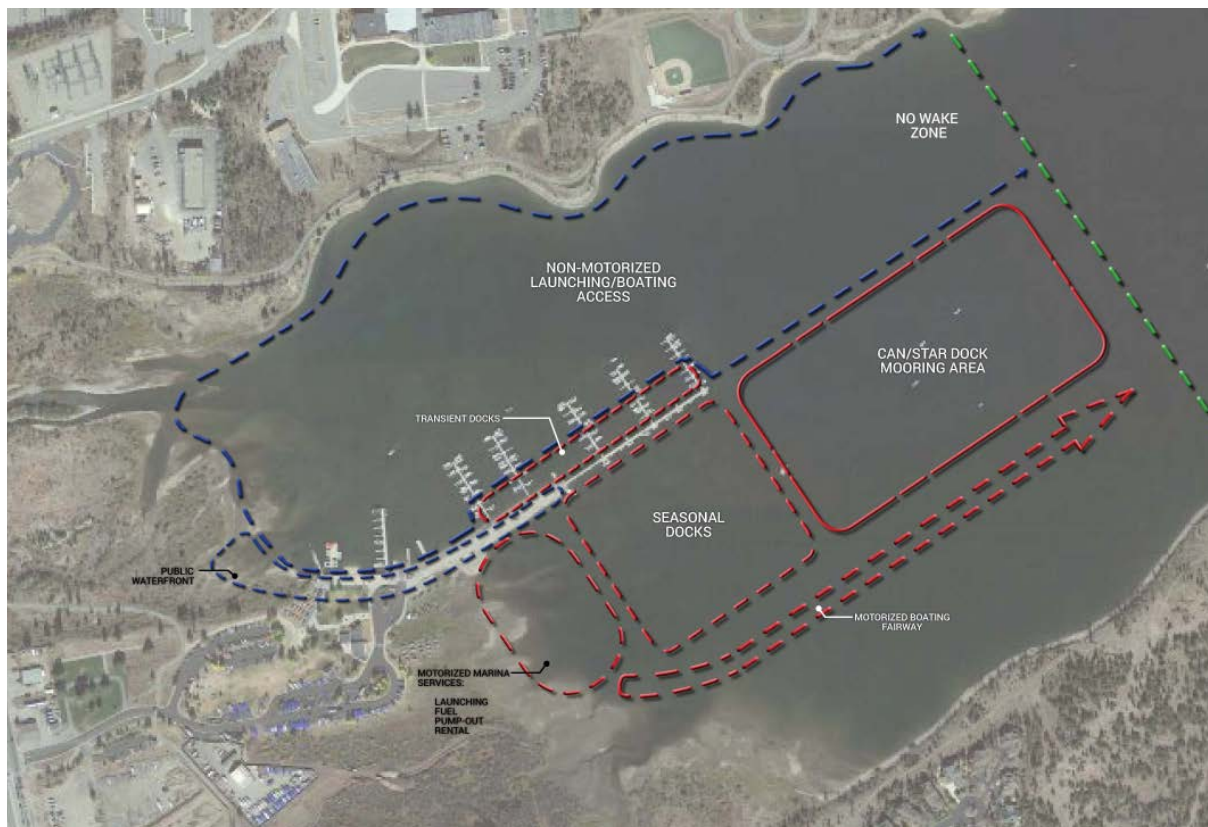


Concept B, Big Shoreline





Concept A: Marina Layout Diagram



Concept B: Marina Layout Diagram



CONCEPT REVIEW

Two conceptual alternatives were developed and reviewed and compared against a no action baseline condition, to explore a range of options and test stakeholder concerns and support for each. Concept A, called The Great Lawn, and Concept B, The Beach, examined alternatives based primarily on possible locations of the boat ramp and the Marina Operations and Food and Beverage buildings. Concept A located the boat ramp to the northwest side of the site at the end of the existing north parking area, and located the buildings as close to the water's edge as feasible. Concept B explored a ramp location at the southeast end of the site and the buildings being reconstructed in approximately their current location. Pros and cons of each alternative were reviewed with the public and stakeholders and are summarized in the following table.

ALTERNATIVES COMPARISON					
	Parking	Ramp Location	Flexible Open Space	Accessible Shoreline	Cost
Baseline - Existing Condition	187	Central	1.5 acres	50 lin ft	\$
Concept A - Great Lawn	350	North	3.5 acres	350 lin ft	\$\$\$
Concept B - The Beach	300	East	3.0 acres	600 lin ft	\$\$
Concept C - Lakefront (preferred)	300	East	3.0 acres	600 lin ft	\$\$



MASTER PLAN

A third concept was developed based in the feedback from the prior two, Called Concept C, or "The Lakefront", this hybrid places the boat ramp at the southeast corner of the site and the buildings closer to the lakefront. This arrangement has several advantages that will be more fully detailed in the next section.

IMPLEMENTATION

The master plan is intended to provide a long term vision for improving the Frisco Marina Park with the support of Town residents and stakeholders. The plan is aspirational and intended to be more fully designed and developed over time as resources and partnerships become available. The remainder of this document describes the recommended approach to designing, budgeting, phasing and executing the master plan with additional opportunities for public input and updates over time.

# FRISCO MARINA MASTER PLAN

## GUIDING PRINCIPLES

The following principles guided the development of the final Master Plan:

- Balance water-based and land based recreational uses
- Expand capacity and improve level of service for boating at the marina
- Address access, circulation and parking conflicts and improve access to the lakefront
- Make the Frisco Marina Park an extension of Main Street and connect to downtown Frisco
- Better organize facilities and uses to support high quality visitor experience
- Enhance waterfront ecology
- Support year round activities and leisure uses

## THE BIG IDEA

Early in the planning process the alternative concepts identified three key questions that drove development of the Master Plan:

- How can the amount of space available for flexible use recreation and shoreline access be optimized?
- What is the best location of the boat launch ramp – for boaters? For inspectors? For other park users?
- Where should the marina operations/food and beverage buildings be located to best serve the needs of marina staff and concessionaires?

## MASTER PLAN

The Master Plan is the result of analysis of existing conditions and program needs, establishment and refinement of project principles and goals, creative development and review of alternative scenarios, and refinement of phased strategies for early wins and longer term investments.

### Character

Public and stakeholder input strongly suggested that people like the look and feel of the existing marina and park and that a “light touch” should be used in future improvements. The Town of Frisco has a unique architectural vernacular – which could be described as mountain rustic – that will be applied in future architectural additions at the Frisco Marina Park. Based on feedback from the visual preference boards reviewed at the public open houses it was clear that certain precedents are desirable in the updating and expansion of marina and park facilities and services.



### Access and Parking

Access and parking has been identified as one of the biggest challenges with the current site arrangement. The plan addresses these issues by improving the intersection at SH 9 and Main Street/Marina Road, and by relocating and expanding the amount of on-site parking available for marina and park use. It is important to recognize that pavement for parking is not the best use of shoreline areas, and that by selective relocation, pushing it farther from the water’s edge, additional capacity can be realized for both parking and recreational use of lakeshore areas.

The Master Plan anticipates potential changes in the way people in Frisco will get around in the future, to accommodate intuitive and safe access for various modes of travel, and reduce the need to expand parking significantly. It is anticipated that a revival of the “Frisco Flyer” shuttle may eventually connect both ends of Main Street with a terminus at the marina, and that ride sharing and alternative fuel vehicles should be accommodated at the Frisco Marina Park.

The Master Plan identifies several pedestrian and bicycle enhancements that complement and build on the recommended CDOT design for SH 9 and Main Street/Marina Road. Recommendations include:

- Providing crosswalks on all legs of the intersection and a pedestrian-actuated phase for the east-west movement
- Modifying the west leg approach and southwest corner curb line to eliminate crosswalk skew
- Modifying the east leg approach to remove travel lane skew for

PARKING AND BOAT STORAGE		
	Existing	Preferred Alternative
General Parking	187	346
Trailer Parking	25	30
Handicap Parking	6	8
Secure Boat Storage	50	50
Boat Storage	100	50
Snow Storage	80,000 SF	30,000 SF

- east-west vehicles crossing SH9
- Extending the Rec Path connection to the marina across SH9 (consistent with the Trails Master Plan)
- Adding bicycle signal and bicycle detection for east-west bicycle movements
- Increasing the pedestrian waiting area on the southeast corner of SH9 and Marina Road/Main Street
- Providing an enhanced pedestrian facility on the south side of Marina Road/Main Street

The Master Plan includes pedestrian enhancements on the south side of Main Street/Marina Road to encourage pedestrians to use the south crosswalk at the intersection. Providing a high-quality pedestrian facility and crossing on the south side minimizes potential pedestrian-vehicle conflicts for the heavy southbound right and eastbound left turn movements. When actuated, the bicycle and pedestrian crossing phases will reduce the green-time available for conflicting vehicle movements which may result in additional delay for vehicles at the intersection.

Within the Frisco Marina Park the Master Plan recommends the following enhancements to improve vehicular, bicycle, and pedestrian access:

- Provide an alternative to the existing Rec Path along the east side of Summit Boulevard connecting north and south of the Marina Park. This will reduce the amount of bicycle traffic crossing Marina Road within the park.
- Extend multi-use paths through the site to provide access to the marina, lakefront and other park amenities, and to create sub-loops for internal circulation and recreational use.
- Provide additional wayfinding signage for bicyclists and pedestrians to navigate to and within the Marina park site.
- Parcel B-1 and the north lot will provide for an increase in vehicle parking supply, with slightly reduced parking in the south lot to support marina, restaurant, drop-off and boat launch circulation. The increased parking total allows for maintaining a consistent parking supply if Parcel B-1 is developed.
- Pave Parcel B-1 (current overflow parking) to add approximately 160 spaces. If the Town were to determine that this site should be redeveloped, the master plan includes a wrapped parking structure to accommodate the Marina Park, development-related parking, and perhaps additional parking needs for downtown businesses. Access to the development would require access evaluation per CDOT requirements.
- On site parking is expected to continue to operate at capacity; the proposed changes are designed to improve vehicular circulation and access throughout the site.
- Moderate increases to the parking supply, while not anticipated to meet parking demand, may result in increased vehicular traffic on site and at the SH9 and Marina Road/Main Street intersection. Providing real time parking available signing/information may help reduce additional vehicular activity related to vehicles looking for parking.
- Provide dedicated parking and charging stations for electric vehicles.

**Recreation and Leisure Uses**

Available outdoor public spaces for recreation and leisure are at a premium in Frisco, especially along the lakefront. The master plan recommends activities that complement recreation opportunities provided elsewhere in the Town, including the PRA and the Main Street retail district, providing areas for enjoyment of the spectacular views, and the site’s unique access to the waters of Dillon Reservoir. The master plan effectively doubles the amount of flexible use open space within the park by utilizing the Big Dig as an opportunity to relocate the boat ramp and existing parking farther from the shoreline and pier. This allows for needed separation of people and cars, with unencumbered recreational use of internal park and shoreline areas. The playground is relocated closer to the food and beverage to allow parents to enjoy food and view while keeping an eye on the kids.

OUTDOOR WINTER STORAGE		
	Existing	Proposed
Boats	100	50
Secure Boats	50	50
Snow	2 acres	0.5 acres

The Great Lawn is expanded to accommodate more people for events and concerts, along with a sculpted hill that allows climbing, sliding, and access to extraordinary lake and mountain views. Internal park open space areas are better connected directly to the beach and the pier at the lake edge. An area near the pier and food and beverage supports a summer splash pad and winter ice skating, and pavilions provide shaded overlooks near the cove and at the end of the pier.

A primary goal of the Master Plan is to create opportunities for year round use of the park and access to the reservoir. The repositioning of the boat ramp and parking areas create more flexible-use open space and better trail connections that promote year round use. Equally important however is the reduction of winter storage at the site. Currently winter storage of boats and snow create conditions that limit access and create security and safety concerns. The Master Plan recommends moving a majority of the snow storage off site (this is being addressed in a separate plan), and reducing the amount of boats stored on site.

Improvements support continuation and expansion of current programming for events such as the sand castle competition, Rock the Dock party and the Fourth of July fireworks display. Opportunities for winter use include winter festivals similar to the ice castle that the Town of Dillon hosts, a pond skating rink, possibly covered, a sliding hill and vastly improved pedestrian with year-round visual access to the pier and waterfront.

**Marina and Boating Facilities**

The Master Plan proposes a range of improvements to the marina infrastructure that are intended to expand access to the waterfront, enhance boater enjoyment of the marina through the addition of modern marina amenities, and update the facilities to comply with all current codes and marina standards, and reorganize the layout of the marina to reduce conflicts between motorized and non-motorized boaters.

The overall reorganization of the marina relocates the seasonal slips and boat launch to the south side of the main pier, immediately opposite where they are today. The north side of the pier will be dedicated to boat rental, fueling, transient docking, and all non-motorized boating activities. This structure separates the majority of the motorized boaters from the non-motorized

boaters, as well as separating the “resident” seasonal boaters from the transient and rental boaters. Conversations with the boating community suggest that this organization will greatly reduce conflicts on the water and make the area much safer to navigate.

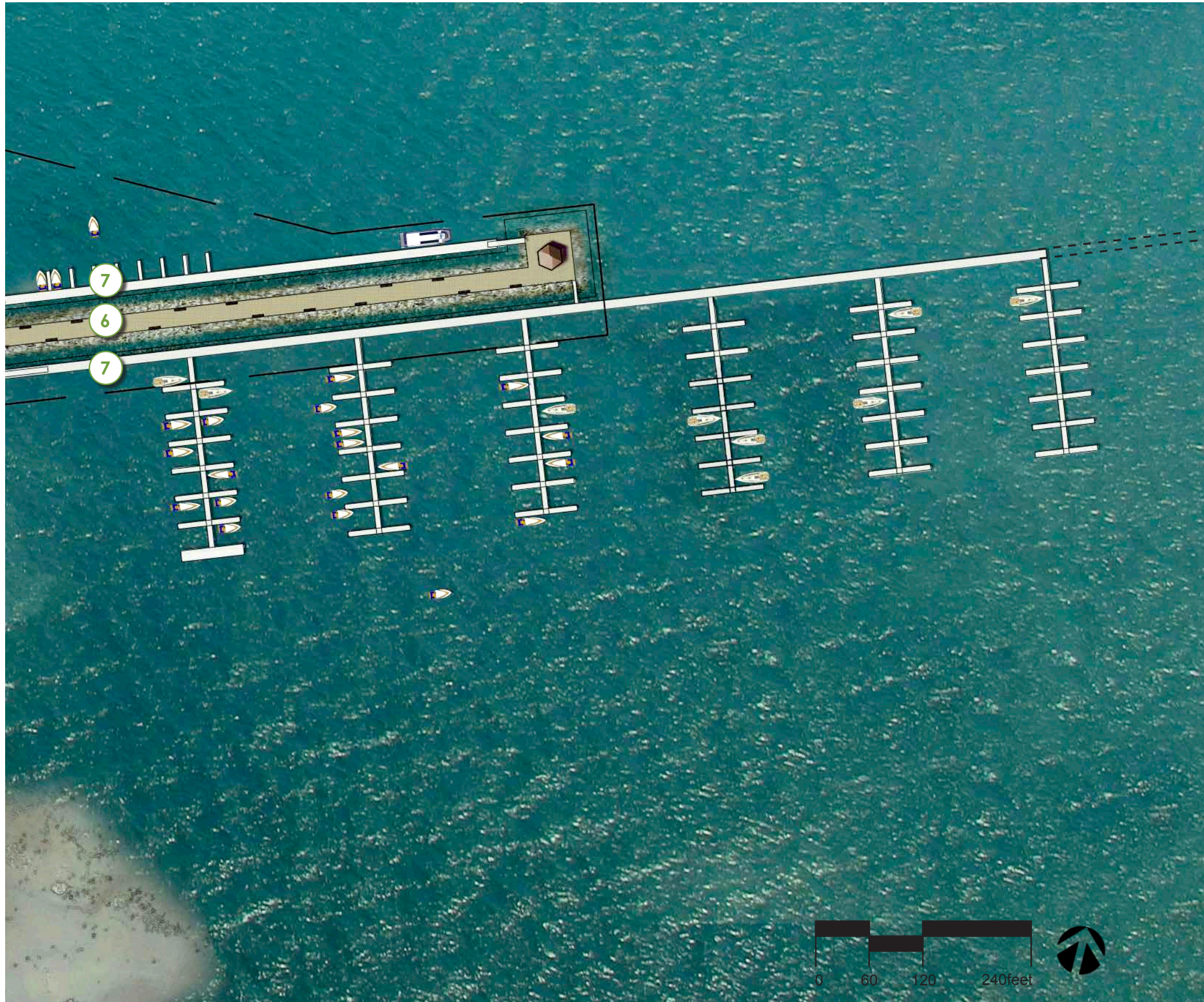
The completion of the Big Dig project will transform the operation of Frisco Bay Marina by creating navigable water depths at water elevations as low as 9,000 ASL, greatly expanding access to the waterfront and extending the boating season. In a typical year, this would allow the docks to be relocated in their normal summer position in early May and provide the seasonal slip renters with a full boating season in the marina, allowing the marina to overcome its greatest current limitation.

Access to the floating docks is reorganized to simplify relocation and placement of the docks, enhance security, and facilitate expansion of utilities. This is achieved by organizing access to the floating docks from “marginal walkways”, which are linear floating docks that run parallel along both the north and south sides of the main pier. These walkways are accessed from upland areas via 80’ long ADA compliant gangways and ADA compliant parking and pathways throughout the upland areas. Additional modifications to the existing docks to achieve compliance with the 2010 ADA Standards for Recreational Boating include providing an appropriate number of 5’ wide finger piers, appropriate landings and door handles on all access gates, and compliance with appropriate reach range requirements on all pedestals.

MARINA BOAT SLIPS		
	Existing	Proposed
Seasonal Lease	140	162+
Rental	14	14+
Moorings	40	40

The Master Plan proposes adding one new pier of 22 slips that are 35’-40’ in length, with utilities, and extending the utilities to at least one of the existing piers that currently have 28 (30’ long) slips. This initial installation of utilities will serve as a “test market” for utilities in the marina, and indicate whether further expansion of utilities to other slips is necessary. Should additional utilities be desired in the future, the marginal walkways provide a flexible structure by which electrical and water utilities can be extended throughout the marina easily and cost effectively. All electrical utilities will be compliant with all current standards for electrical distribution to reduce the risk of Electrical Shock Drowning (ESD). ESD occurs when a person in the water encounters stray electrical current that enters the water - most often from a boat, but occasionally from the docks. If the current exceeds 30mA, the person in the water can become paralyzed and drown. This is prevented through installation of marina electrical infrastructure with appropriate ground fault interruption at all distribution points, making it nearly impossible for stray current to enter the water.





- 1 Marina Operations Building
- 2 Park Entry
- 3 Improved Parking
- 4 Relocated Boat Ramp
- 5 The Cove
- 6 The Pier
- 7 Floating Docks Improvements
- 8 The Beach
- 9 Lakefront Promenade
- 10 Food and Beverage
- 11 The Great Lawn
- 12 Utility & Service Area
- 13 Children's Playground
- 14 The Promontory
- 15 Boathouse
- 16 Boater Services
- 17 Picnic Area
- 18 Potential Future Redevelopment
- 19 Wetland Overlook

## MASTER PLAN

The current anchoring system is very well suited for the changing water levels and existing equipment should be inspected regularly to ensure the cables and winches are in sound condition.

By deepening boating channels, the proposed Big Dig project will extend the boating season and keep the marina open for about two added months each year. Lakebed material excavated from the lakebed will be used to extend the existing pier, improve the shoreline and provide expansion opportunities for upland park recreation and leisure facilities such as flexible use, parking, and picnic areas.

### **Building Architecture**

Several new or expanded buildings are proposed. It is important that the architectural character of these buildings complement each other and the site uses and views and user experiences. The parallel effort to develop an expanded Marina Operations Facility, led by Matthew Stais Architects, has obtained public input into the character of building architecture to establish a precedent for future buildings. Buildings should be designed to seamlessly integrate indoor and outdoor spaces by providing terraces, decks, rooftop, and open walls that supports programming and complements park activities.

### **Landscaping**

The high altitude site location, combined with topography, soils and location in a floodplain, suggests utilizing a hierarchy of landscape treatments that transition from upland to lowland and urban to natural, from west to east. Integrate and balance active use areas with protected open space, and carefully site buildings, parking areas, and support facilities to minimize negative impacts on vegetation and views. Spaces should be thoughtfully designed to use of changes of grade and variety of vegetation and surface treatments, to create variety, challenge and interest while providing access for people of all ages and abilities. Reduce the number of evergreen trees, which break up the space and inhibit the valued view, and add more shade trees and flexible use lawn areas to create comfortable and defensible space areas for public use and gathering.

### **Shoreline**

The beach and the adjacent areas are by far the most popular areas in the current park. In the summertime activities and events are concentrated in the small lawn and sand areas north of the Lund House. The plan utilizes Big Dig materials to expand the amount of accessible water's edge by lengthening and widening the sandy beach areas on the north shore, and by providing a re-shaped shoreline on the east side that allows for a more naturalistic water's edge that balances access for people with constructed wetlands and lowland landscape that will better support vegetation and habitat.

### **Ecology**

The existing project site is surrounded by wetlands that provide water quality and habitat value for the larger region. Implementation of the master plan will require that any disturbed wetlands be mitigated by providing new constructed wetlands on or off the project site. While high quality wetland areas north and south of the project site will be protected and preserved, the northern and eastern shores of the Frisco Marina Park will be re-contoured to provide park and marina user access. Detention and water quality treatment will be required to accommodate runoff from the addition of impervious surfaces.

Although implementation of the Master Plan is expected to result in some permanent losses of wetlands by filling them to create new marina amenities, wetlands should be avoided whenever possible. Any placement of fill within those wetlands (or into the reservoir itself) will require a Section 404 of the Clean Water Act permit from the US Army Corps of Engineers. Generally, the Section 404 permitting program requires that unavoidable wetland impacts be compensated for by creating new wetlands of similar form and function, or by restoring/enhancing nearby previously degraded wetlands.

Great opportunities exist for restoring and/or enhancing already impaired larger areas of adjacent wetlands to compensate for those losses. Most of the PSS wetlands close to the marina (but outside the footprint of the proposed facilities) have been partially dewatered by historic activities and could be enhanced by restoring a more natural water regime. New wetlands could also be created in and around the existing PSS wetlands within minimal earthwork required.

While it may be possible to restore or create new wetlands around the immediate lake perimeter (supported by water in the lake and stormwater runoff) to compensate for wetland losses, this approach is less likely to succeed than those supported by a more predictable and natural water source like Ten Mile Creek or other tributaries.

### **Infrastructure**

Due to its location and prior development Frisco Marina Park has access to sufficient utility infrastructure to support future needs. Potable water and sewer serve existing and proposed buildings, and are being upgraded as part of the proposed relocation of the marina operations building. Dry utilities such as power and communications are existing on the site and will be upgraded as part of future improvements to provide enhanced services to the marina and new buildings, including upgraded wireless communications (WiFi). Stormwater management is a critical consideration as water entering the lake must meet both Town of Frisco and Denver Water's standards for water quality. The master plan includes requirements for adding detention and water quality treatment for all new buildings, parking and other uses that increase runoff from the site.

### **Adjacent Sites**

The privately owned properties north of Marina Road, the sanitation district facility to the south, and the cemetery all limit opportunities for expansion of marina and park uses. The wastewater treatment plant and its adjacent property at Parcel B-2, and the cemetery are essential functions that will not change. Mixed use zoning and a very strong real estate market suggest that potential opportunities for redevelopment of the Farrell Gas and Pet Supply store sites may exist. The plan anticipates that if redevelopment were to occur, it should be compatible and complementary to the marina and park uses. Such uses suggested in the plan include structured parking wrapped with mixed use space facing SH9.

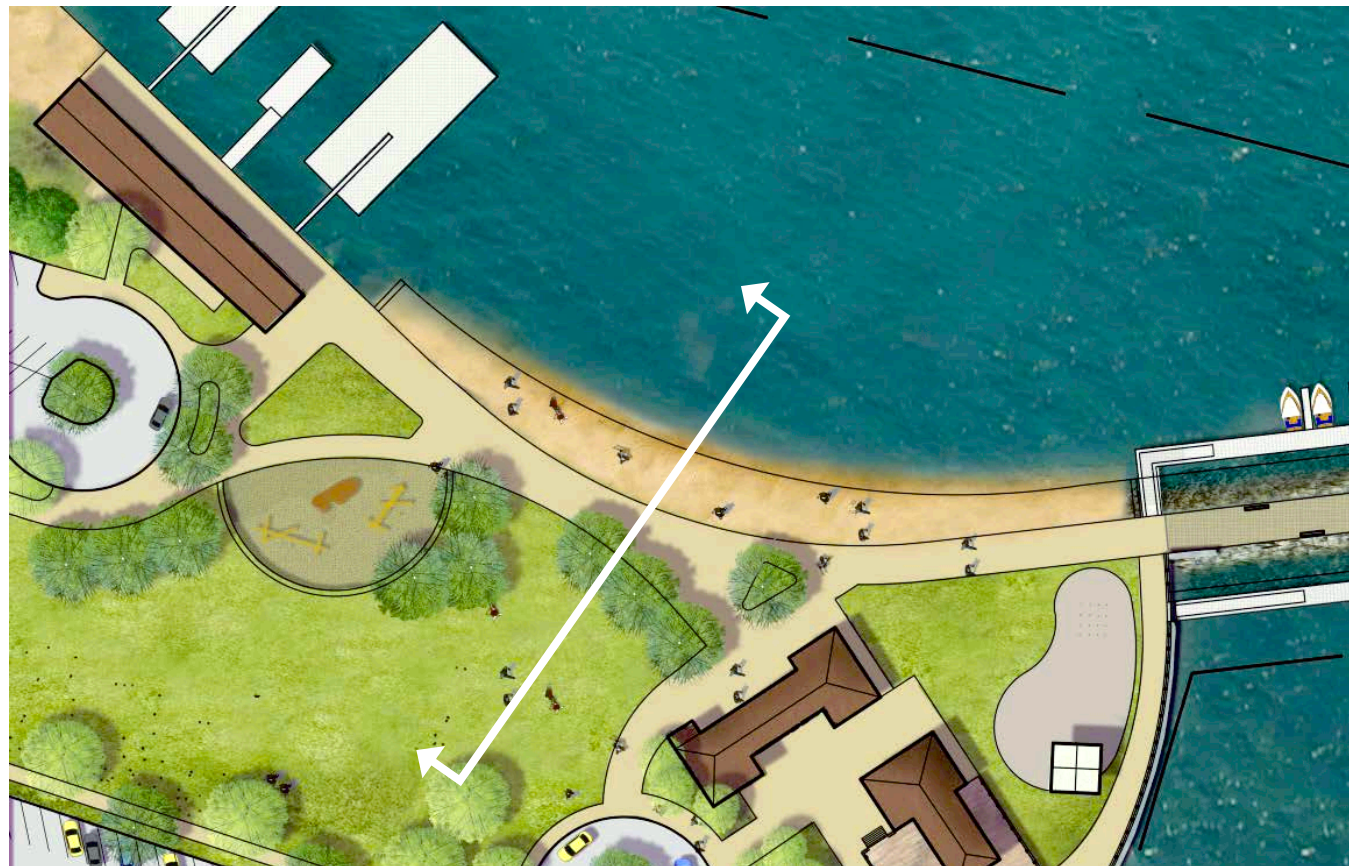
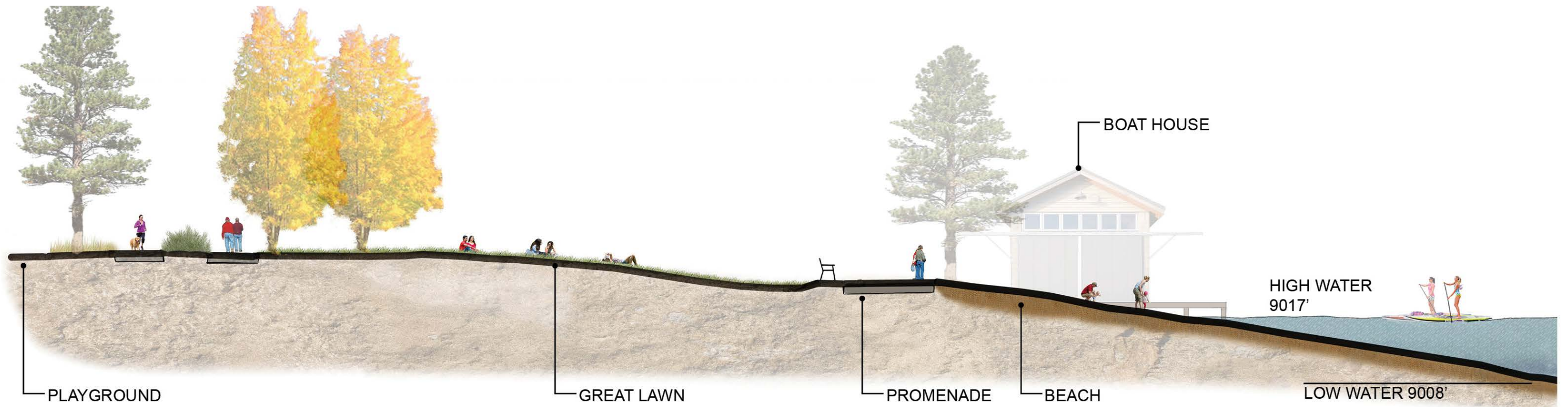
Parcel B-1, while owned by the Town, is not dedicated park land and its zoning suggests that there may be other uses that support the Town's goals. As it is currently used to support the park by providing areas for overflow parking, storage and mobile vendors, the master plan recommends that it be used in the short term for expansion of marina park parking, and that any future redevelopment include parking dedicated to marina and park uses.

**PARK ENTRY**

Section A The Park Entry. The entry to the Frisco Marina Park is an important part of the visitor experience as well as a gateway opportunity for the Town at Main Street. As an extension of Main Street, Marina Road winds through the park exposing the visitor to expansive views of the lake. The improved intersection, pedestrian and bicycle access improvements, and the redevelopment of the SH 9 frontage will be a more attractive front door to downtown, while supporting improved wayfinding and access for various modes of movement within the park.



# MASTER PLAN



## THE BEACH

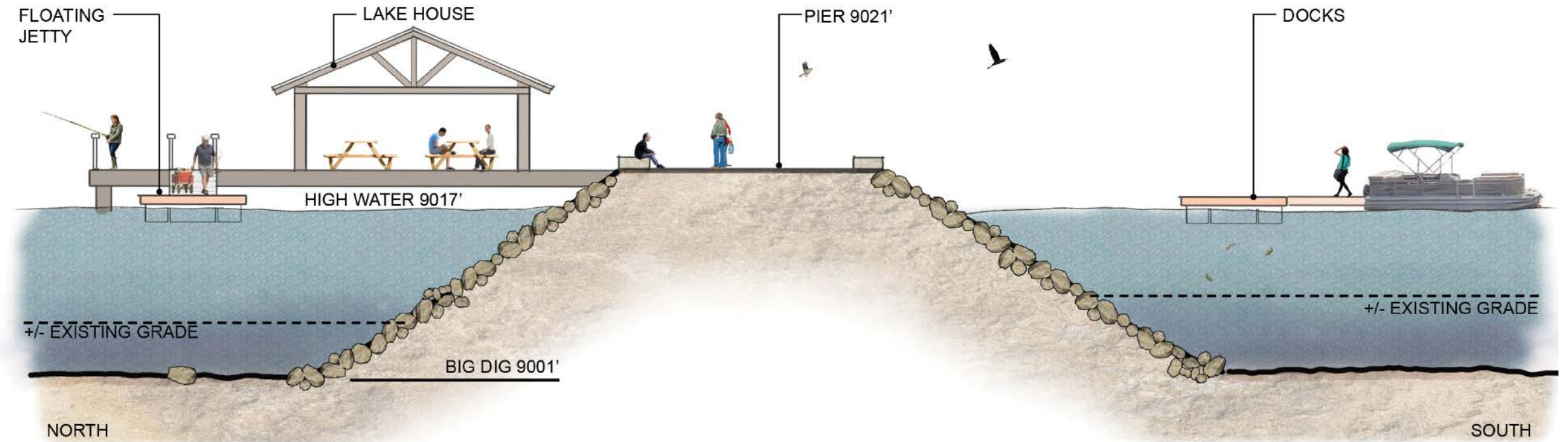
Section B: The Beach. Since the sand beach was added it has become one of the most popular spots in the park, providing a rare opportunity for people to wade and touch the water. By relocating the boat ramp, a continuous shoreline of both sandy beach and more natural shoreline, extending the length of the park, will support water-oriented activities such as sand play, wading, sunbathing, nature exploration, boating, and perhaps eventually swimming.

Photo by Matthew Stais



**THE PIER**

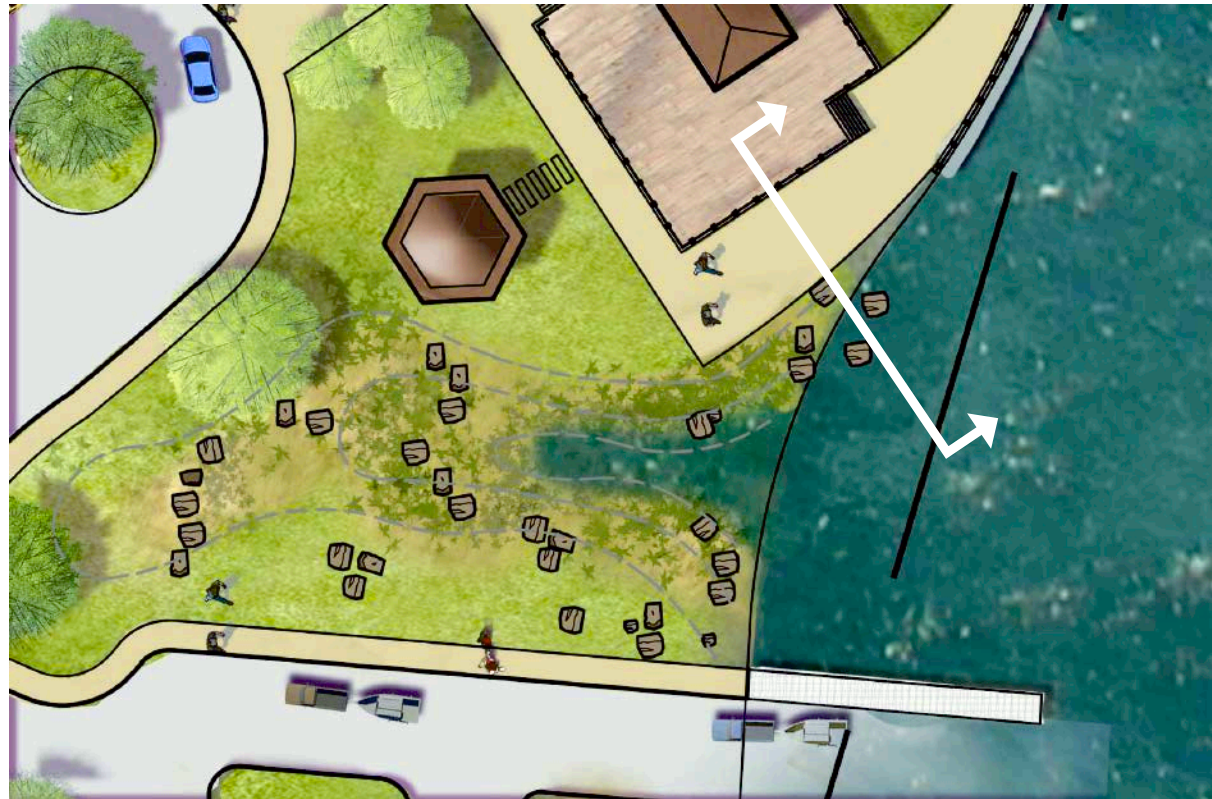
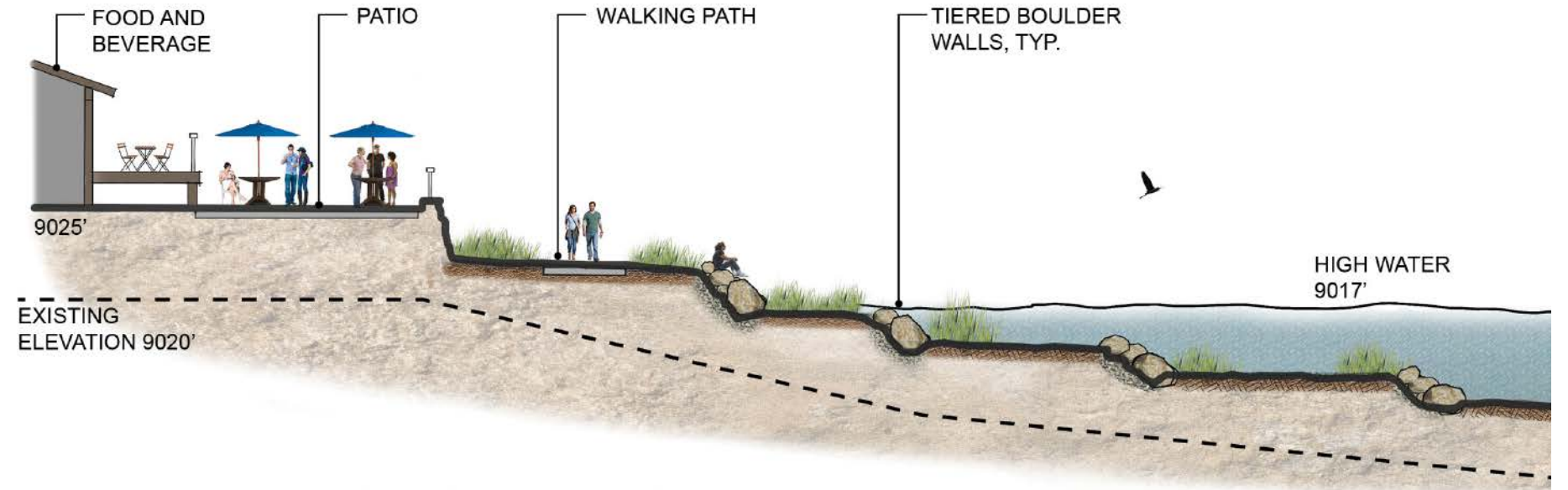
Section C: The Pier: A signature asset of the existing marina is the constructed pier that juts into Frisco Bay. An historic remnant of the former state highway to Dillon, this will become an improved pedestrian walkway, separated from the boat docks, extending farther into the bay, with a pavilion overlook at the end. The pier will allow marina functions, such as boat launching and low water access, to continue, while encouraging visitors to get closer to the lake to stroll, watch boats and fireworks, and get to their boats.



# MASTER PLAN

## THE COVE

Section D: The Cove. The eastern shoreline provides wonderful views of the marina with the backdrop of the lake and distant mountains. This area will be reshaped with the Big Dig to include a new location for the boat ramp, a bulkhead that allows access to the water's edge, and a natural boulder and native vegetation treatment that restores the lake edge to a more pristine condition. Wetlands that are disturbed will be mitigated (both on and off-site) to continue providing terrestrial and aquatic habitat, erosion control and water quality treatment for site stormwater runoff.



# PHASING AND PRIORITIZATION

## IMPLEMENTATION

Frisco Marina Park is a unique community asset and economic development opportunity for the Town. Currently operated as an Enterprise Fund, revenues generated from on-site facilities and activities are, and can be, used to reinvest in improvements, operations and maintenance of new facilities. The Enterprise Fund allows the marina great flexibility in developing public-private partnerships (P-3s) to help manage and operate the facilities at a high level. Current and potential partners include:

- DRReC
- Denver Water
- Town of Frisco
- Summit County
- CDOT
- Colorado Parks and Wildlife
- Grants, such as Great Outdoors Colorado
- Concessionaires and Local Businesses

Over time, the Town can look to additional sources of funding to enhance and support the Frisco Marina Park's design, construction, programming and operations, such as the Town's Capital Improvements Program, real estate development, philanthropy, sponsorships, programming, permits, and concessions. In order to plan for both immediate and future needs and funding opportunities, and to be prepared for opportunities that may arise for grants and partnerships, the Frisco Bay Marina master plan provides a phased approach to implementation.

Phasing recommendations follow priority needs as established in the master planning process. Projects already funded and under way are included in earlier phases while those requiring additional planning, community input, funding and/or partnerships are included in later phases. Maintaining flexibility is important when prioritizing phasing as factors such as changing leadership priorities, economic cycles that impact available funding, and even weather will contribute to changes over the course of time.

## MARINA MARKET ANALYSIS

The marina market in Colorado is limited by the very small number of navigable lakes in the state, and demand for boating remains very strong throughout Colorado. On Lake Dillon, the marina market is limited to the Dillon Marina and Frisco Marina. Both marinas are reasonably modern facilities with very strong occupancy (both have waiting lists for slips of all sizes), but Dillon Marina currently offers more deep water slips and greater access to modern marina utilities. Most significantly, Dillon Marina offers slips that are in place and accessible throughout the entire boating season, whereas Frisco Marina is not currently fully accessible until early July in typical years. Dillon Marina charges higher rates for nearly all of their services and facilities when compared to Frisco Marina, sometimes significantly higher.

It is clear that there is sufficient market demand to support significant expansion of both public marinas on the reservoir, as well as significant increases in slip rates. As Frisco Marina is modernized to offer comparable facilities to Dillon Marina, one could easily argue that the exceptional quality of the Frisco Marina site, staff, and access to the adjacent Frisco downtown are worth rates at least equal to those charged at Dillon Marina, if not somewhat higher.

While all slips in Frisco Marina are occupied and there is a waiting list for slips of all sizes, there is little desire among the community to significantly expand the marina or add more than the 30 additional slightly larger slips proposed in the plan. The community expressed a desire that the marina focus on providing slips under 40' in length and maintain all existing 25'-30' slips to ensure that local residents and longtime slip holders can continue to use the facility.

As stewards of Frisco's waterfront, it is incumbent on the Town of Frisco to charge fair market value for the services provided in order to provide sufficient and sustainable funding for the ongoing operation of the marina, maintenance of facilities to protect the environment, and expansion of access to the very limited waterfront for residents and visitors alike. In response to the Town of Frisco's goal of achieving equitable access to the marina facilities for all residents of Frisco, we believe a reasonable approach would be a tiered rate structure that offers lower rates to residents as needed and higher rates for non-residents. This is a very common approach in municipal marinas nationwide, as it recognizes the additional financial support provided to marina operations and infrastructure by residents when compared to non-residents.

As marina improvements come on line, we recommend Frisco Marina rates match those charged by Dillon Marina, with serious consideration given to increasing rates to 5% over Lake Dillon over time. We also recommend increasing rates every year to keep up with inflation for two primary reasons. First, it is the responsibility of the Town of Frisco to maintain a financially viable marina in order to maintain your Clean Marina Standards and minimize environmental risk to the reservoir. Second, too often municipal marinas fail to increase rates for many years, when suddenly a financial crisis requires dramatic increases. While boaters understand the effect of inflation on prices and generally tolerate small annual increases reasonably well, they generally react very poorly to occasional increases of 10% or 15% even when rates haven't increased in many years. It is a sound business practice to increase charges as operational expenses increase every year.



Precedent imagery

## PHASING AND PRIORITIZATION



### **Phase 1: Marina Operations Building and Park Entry Improvements.**

The proposed new Marina Operations Building will be built to replace the aging Lund House in order to better serve the needs of marina staff for management, retail and rental operations. At the same time the CDOT "Gap" project will include improvements along SH 9. The intersection of SH 9 with Main Street/Marina Road will be reconstructed to improve pedestrian and bicycle access and safety to and from the park, and create an alternative RecPath alignment along SH 9. The property known as Parcel B-1 will be paved and landscaped to accommodate additional parking for the marina and park areas while improving the look of this important frontage along SH 9. A paved and landscaped area will also accommodate events and other uses such as food trucks, vendors and farmer's markets.

Improvements to SH9 and Marina Road include realignment of the intersection to align the south curb of Marina Road with Main Street, for turn lane efficiency and pedestrian safety. Discussions with CDOT have indicated the potential for crosswalk and curb ramp enhancements, and the addition of median refuges and bicycle priority signals.

Paved and landscaped improvements of Parcel B-1 will increase parking capacity to at least 150 spaces, and reduce the need for staffing for traffic control during events. This also provides additional capacity for parking to serve Main Street and will continue to allow permitted vendors with visibility from summit Boulevard, while providing a much more attractive frontage.

The relocation of the marina operations building puts it in a location where it can best serve the needs of the marina – maximizing views of the marina, bay, and boat ramp. The increased size of the building will provide retail, rental and restroom operations where easily accessed from the waterfront.



### **Phase 2: Big Dig and Related Park Improvements.**

This phase is to be coordinated with, and is in part dependent on, the work of the "Big Dig". Big Dig earthwork excavated from the lakebed will be used to improve upland areas of the park and allow for relocation of the boat ramp, extension of the pier and parking areas, reshape the open space and shoreline, and expand the promenade, marina facilities, and docks. Phase 2 can further be subdivided to reflect Town priorities and availability of funding as follows:

- Phase 2a: Big Dig regrading, including reshaping of shoreline and marina operations building area, including the extension of the pier and promenade, including finishing sitework around the new buildings.
- Phase 2b: Relocate boat ramp and access drives including improvements to south parking area and drop-off.
- Phase 2c: Expand flexible use open space by adding to the north parking area, adding the food and beverage building, removing or re-purposing existing buildings, and providing remaining internal park path improvements.

The Big Dig permit allows up to 75,000 cubic yards of material to be excavated from the lakebed to improve navigation in the bay and extend the boating season. The permit will need to be modified to allow material from the excavation to be used to reshape the shoreline, add fill, impact wetlands, and be done when the lake is high. Permits and approvals will be required for impacts on the floodplain (CLOMR/LOMR), wetlands (404 permit), and approvals from Denver Water for work outside the current lease area. Relocation of the boat ramp will require support facilities for rigging, sanitary pump-out, fueling dock, inspections, wash outs and regulatory signage associated with state requirements.

Realignment of parking will be designed to make use of as much existing pavement as possible while moving parking farther from the water edge, and providing drop-off access to the new building area. The realignment of parking opens up the great lawn area to provide flexible use open space for recreation, leisure and event activities. Marina improvements include extension of and improvements to the pier, addition of docks with power and water, reshaping of "the beach" and "the cove", providing additional access to the shoreline. The area around the marina operations building would be improved to include a new food and beverage building with outdoor patios, a multi-season use area that includes a splash pad, pond skating rink and a pavilion that can host smaller groups and events year round.



**Phase 3: Boathouse and Service Yard.**

In order to provide a more efficient boating support facilities and to consolidate storage of non-motorized boats that are currently stored on outdoor racks, the boat storage and boater service buildings will be added as shown on the plans. Additional improvements to waterfront access, added launch facilities for kayaks, canoes and stand up paddle boards, and areas for winter boat storage, rigging and boat wash facilities will be added along with associated infrastructure, site and landscape improvements.

Boathouse architectural character will be consistent with the design of the marina operations building currently being developed. The facility, built into the side slope at the north shoreline, is envisioned as a two story facility with the lower level providing access and storage for the rowing club (60 boats) and the upper story providing capacity for storage of kayaks, canoes and SUPs (rentals and racked). Lakefront improvements include shoreline launch area and expansion of floating docks with rollers.

The Boat repair facility has outgrown its current facility, which was originally intended to be temporary. Increased demand for mechanical and non-mechanical repairs and storage, as well as the inefficient current site layout drives the need for redesign to include a larger winterized building to include work areas, restrooms, a small office, paved access, and more efficient boat storage areas. Changes to the secured (fenced) perimeter area will open up the areas outside the compound for better visibility along the trail and an opportunity to better integrate into the park and natural areas landscape.

Adding a boardwalk across the wetlands to the south of the site to the PRA was included in the 2017 Trails Master Plan. While consideration of this new boardwalk may continue, the sensitivity of the wetlands as habitat for a variety of birds and mammals, suggests an alternative overlook area, accessed from the existing RecPath, providing views to the lake and wetlands area.



**Phase 4: Redevelopment on Out-parcels**

Based on the outcomes of the ongoing Community Plan update, Town Council and Community Development objectives, and market forces, opportunities may arise for redevelopment of some or all of the mixed use zoned properties along Summit Boulevard flanking the entrance to the marina park. The plan identifies possible building footprints and access and parking opportunities for these parcels that complement and support the marina park and larger downtown area.

Redevelopment of Parcel B-1 is indicated as a potential option to wrap structured parking with multi-story mixed use development. Redevelopment of this parcel will take into account the need for parking to support the marina as well as other uses on the site. It will also require coordination with CDOT regarding access to SH 9, and the Sanitation District regarding access from Marina Road to their parcel.

Planning alternatives for relocation of boat and trailer storage initiated in earlier phases should be fully implemented at this stage. Potential to use the Sanitation District's property (Parcel B-2) for ongoing storage should be explored as an alternative to off-site storage, which is limited in and around Frisco.

# PHASING AND PRIORITIZATION

## BUDGET COSTS

Frisco Marina Park is envisioned as a high quality facility for the residents of and visitors to Frisco. Utilizing thoughtful design and sustainable materials and construction requires significant investment that will pay for itself in timelessness and longevity. One of the primary reasons of developing a master plan is to identify potential costs and funding mechanisms to allow for efficient implementation of recommended improvements. The following cost breakdown by phase is a high level budget (in 2018 dollars) that is conservative in that it includes assumptions and contingencies. Further detail and analysis is recommended to allow the Town to establish basis and strategies for seeking additional funding, partners, and other sources of revenue required to construct, maintain and operate the proposed Frisco Marina Park.

The Master Plan suggests a range of operational (pricing) and infrastructure (new docks) improvements that can generate significant new revenue to offset the cost of new infrastructure proposed in the plan. These improvements can generate new revenues that can be clearly quantified within the Enterprise Fund and be used to service revenue bonds to construct infrastructure. Conversations with the Town of Frisco indicate bond interest rates of 4% over 20 years are reasonably available to the Town of Frisco and are used below to identify the potential construction value of at least \$6,850,000 that could be supported by the following elements, which are for comparison only and subject to Town Council review and direction:

1. New Slips: Construction of 22 new slips at 35' with power and water will generate approximately \$62,200 in yearly revenues. These new slips will not have a meaningful impact on operational expenses, so this revenue will support approximately \$850,000 in construction value at 4% over 20 years.
2. Add Power to Slips: Providing modern marina utilities supports higher slip lease rates, and the plan proposes a modest expansion of utilities to 28 existing slips. This will generate approximately \$15,000 in additional yearly revenue, supporting approximately \$200,000 in construction value.
3. Increase Rental Rates to Match Dillon Marina Rates: Simply matching Dillon Marina's rates will generate an additional \$216,000 per year, supporting approximately \$3,000,000 in construction value.
4. Double Food & Beverage Revenues: With the construction of a new, larger restaurant, we believe F&B revenues will easily double, providing an additional \$53,000 in revenue supporting approximately \$750,000 in construction value.
5. Increase Rates to 5% above Dillon Marina: Given the exceptional quality of the Frisco Marina Park site and surrounding community, we believe the market will easily support rates 5% above Dillon Marina rates. This would generate an additional \$84,000 in yearly revenues, supporting approximately \$1,350,000 in construction value.
6. 10% Increase in Paddle Sports Revenue: The recently implemented 10% increase is expected generate an additional \$50,000 per year, which would support a construction value of approximately \$700,000.
7. In-the-wet excavation (dredging) for the Big Dig is estimated to be approximately double the cost of in-the-dry excavation (\$1,200,000), which is included in the budget costs.

<b>Frisco Marina Park Budget Costs</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4</b>
2018 dollars. Include 25% contingency.	\$2,500,000	\$8,000,000	\$2,500,000	\$-
	partially funded for new operations building	can be subdivided as indicated in Master Plan		not estimated (developer participation)
<b>General Improvements</b>				
Demolition of Existing Drives and Parking	■	■	■	
Salvage/Relocation of Park and Marina Elements	■	■	■	
Big Dig Grading (in the Dry)		■		
Site Grading and Prep		■	■	
Entry Road/Intersection Improvements	■			
New Driveways and Parking	■	■	■	
Boat Ramp Relocation		■		
Utilities and Infrastructure	■	■	■	
Sidewalks and Paths (Conc)		■	■	
Bulkheads and Retaining Walls		■		
Boardwalk			■	
Playground		■		
Site Amenities and Furnishings		■	■	
Site Lighting		■		
Landscaping and Irrigation	■	■	■	
Shoreline/Beach		■		
Wetlands Mitigation	■	■	■	
<b>Buildings</b>				
Marina Operations and Retail	■			
Food and Beverage		■		
Non Motorized boat Storage			■	
Boater Service			■	
<b>Marina improvements</b>				
Pier and Lakefront Promenades		■		
Marginal Walkway		■		
Transient Marginal Walkway		■		
80 ft Gangways with Platforms		■		
Dock Utilities (Power and Water)		■		
Shoreside Electrical Supply		■		
Relocate Fuel Dock		■		
Rock Revetment		■		
<b>Other Features (Optional)</b>				
Structure Parking				■
Permanent Stage			■	
Pond Skating Ice Rink			■	
Non-motorized boat launch dock			■	
Sand Volleyball Courts		■		

### NEXT STEPS

The Frisco Marina Park master plan was developed as a vision for the next generation of improvements to the site. In order to advance these recommendations projects will need to be identified based on phasing priorities and available funding. In general the more that is completed within each given phase creates economies of scale that can significantly reduce overall project costs, both in time and capital.

Recommended Actions to further develop the plan and begin implement its recommendations include:

1. Update the USACE Big Dig permit to include: "in the wet" excavation (dredging); relocating some excavated material outside of the lake, above the 9017 contour, as required to reshape the shoreline and add fill in the park; allow for wetlands impacts requiring a 404 permit and mitigation; and work in the floodplain requiring a CLOMR/LOMR.
2. Renew the Marina's lease with Denver Water to include: expanded park boundaries; include updated uses; and further explore permitting swimming in the marina park.
3. Design of Phase 1 and 2 improvements to including ongoing design and construction of marina operations building, coordination of Summit Boulevard improvements with CDOT.
4. Design of phase 2 improvements to include lake bottom grading plan for extended season navigable channels consistent with the new boat launch ramp, extension and improvements to the pier, relocation of the slips to the south side, and transient and non-motorized boating on the north side.
5. Coordination with the Frisco Sanitation District regarding potential ongoing use of Parcel B-2 for boat trailer storage and as an alternative location for winter boat storage, potentially sharing revenue with the District.
6. Coordinate with town-wide snow removal master plan to reduce on-site snow storage requirements.
7. Review and update marina park rules to define what is appropriate for overnight stays, especially once power and water are provided to the docks.
8. Review and update winter boat storage plan to reduce on-site needs for boat storage to free up site to accommodate off-season uses.
9. Phased removal of existing buildings once new buildings are in place. This includes finding an off-site location to receive the historic Lund House.
10. Perform a market analysis of the potential Food and Beverage opportunity for the site. The improved facility with a new location on the waterfront should draw more customers, and adding winter recreation amenities may support year-round viability. Explore opportunities to support picnics, boater supplies, shuttle visitors, and catering. Explore design-build-operate potential to fund construction costs.







**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
RESOLUTION 18-11**

A RESOLUTION OF THE TOWN OF FRISCO, COLORADO ADOPTING THE MARINA MASTER PLAN

WHEREAS, the Frisco Town Council lists as a high priority among its goals and objectives the design and completion of the Marina Master Plan; and

WHEREAS, the Frisco Town Council approved on July 11, 2017, the reallocation of budgeted funds in the Marina Fund for a master planning process of the Marina and surrounding areas; and

WHEREAS, the Frisco Town Council approved on November 14, 2017, the contract with Logan Simpson for the Marina Master Plan project; and

WHEREAS, the Frisco Town Council desired a comprehensive marina master plan that detailed and mapped current conditions and proposed future land uses and locations for operations, trails, pathways, open space, lake access, parking, circulation, storage, recreation, and services; and

WHEREAS, the Frisco Town Council desired a comprehensive marina master plan that developed a formalized long range plan with maps, images, site plans, details, phasing, and estimated costs; and

WHEREAS, the plan has been presented to the public for comment; and

WHEREAS, the Town Council of the Town of Frisco believes it is in the best interest of the Town to adopt the Marina Master Plan:

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

The Frisco Town Council hereby adopts the Marina Master Plan prepared by Logan Simpson and dated June 2018.

INTRODUCED, READ AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO THIS 26<sup>th</sup> DAY OF JUNE 2018.

TOWN OF FRISCO, COLORADO:

\_\_\_\_\_  
Gary Wilkinson, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk



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## TOWN COUNCIL STAFF REPORT

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P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO:** MAYOR AND TOWN COUNCIL

**FROM:** BILL GIBSON, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

**RE:** ORDINANCE 18-06, AN ORDINANCE VACATING A PORTION OF A PUBLIC RIGHT-OF-WAY CONSISTING OF A 4,131 SQ. FT. (0.095 ACRES) TRACT OF THE SOUTH 1ST AVENUE RIGHT-OF-WAY WITHIN BLOCK 38, FRISCO TOWNSITE; GENERALLY LOCATED SOUTH OF PINE DRIVE, NORTH OF PITKIN STREET, EAST OF JUNIPER DRIVE, AND WEST OF 421 JUNIPER DRIVE/LOTS 13-15, BLOCK 38, FRISCO TOWNSITE, AND IS LEGALLY DESCRIBED AND DEPICTED IN "EXHIBIT A" TO THIS ORDINANCE

**DATE:** JUNE 26, 2018

**Applicant:**

Brian and Debra Reiss  
4789 South Dahlia Street  
Littleton, CO 80121

**Summary:**

This is the first reading of Ordinance 18-06, which vacates a portion of the South 1<sup>st</sup> Avenue right-of-way. The Planning Commission forwarded a recommendation of approval with conditions to the Town Council for the proposed vacation.

The Applicants, Brian and Debra Reiss, are the owners of the property located at 421 Juniper Drive. The Applicants are requesting that the Town of Frisco vacate a portion of a public right-of-way consisting of a 4,131 sq. ft. (0.095 acres) triangular tract of the South 1st Avenue right-of-way located adjacent to and west of their property at 421 Juniper Drive. This portion of the South 1<sup>st</sup> Avenue is located between 421 Juniper Drive and Juniper Drive/County Road 1013. If the Town of Frisco chooses to vacate this portion of street right-of-way, ownership will be transferred to the Applicants and the vacated right-of-way property will be added to their existing adjacent lot.

Requests of this nature are regulated by Chapter 142, Vacation of Property, Code of the Town of Frisco. Pursuant to this chapter, requests for the vacation of a public right-of-way require Planning Commission review and a recommendation to the Town Council. The Town Council then reviews and takes final action on such a vacation request by ordinance.

In 2017, the Applicants requested a vacation of this portion of street right-of-way in exchange for a payment to the Town of Frisco for the fair market value of the land (refer to the Background section below). While a payment of fair market value of the land could be considered an equitable real estate transaction, the Frisco Town Code requires the Town Council to find "that

an overriding public interest favors the vacation.” At that time, Staff and the Planning Commission did not find a quid pro quo payment for the land to be an overriding public interest.

If the Town of Frisco chooses to vacate the subject street right-of-way, the Applicants are proposing to redevelop 421 Juniper by razing the existing structures and constructing two (2) new single-family style dwelling units. These two structures will be subdivided as standalone townhomes. One house is intended for the Applicants’ personal use. Rather than paying the Town for the value of the vacated property, the Applicants are now proposing instead to deed restrict the second dwelling unit for affordable housing. While the Applicants have not yet submitted architectural plans or a formal Site Plan Review application for this new home, they have identified the proposed program for the deed restricted unit to include: 1,500 sq. ft. of floor area with three (3) bedrooms and two (2) baths, plus a garage.

The deed restriction would define who would qualify to purchase/occupy the unit. The Town’s standard deed restrictions require the eligible household to be a Summit County resident working at a business located in Summit County for an average of at least 30 hours per week on an annual basis. An eligible household would also be required to meet an income qualification limit based on specific area median income (AMI). The Applicants are proposing an income limit of 125% AMI. Based upon the current AMI for Summit County, a three (3) bedroom dwelling unit would be allowed a maximum sale price of \$510,697.

The 421 Juniper Drive property is zoned Residential Low Density (RL) District with an allowed density of eight (8) units per developable acre. The existing 421 Juniper Drive consists of 0.24 acres (10,500 sq. ft.) and is therefore currently allowed two (2) units of density. When the 4,131 sq. ft. of right-of-way is combined with the existing 10,500 sq. ft. lot, the allowed density increases to three (3) units (0.34 acres x 8 units/acre = 2.68, which is rounded up to 3). This increase in allowed density and increased developable lot area was taken into account in a Real Estate Appraisal Report prepared on behalf of the Town of Frisco by Ebert Appraisal Services. The Real Estate Appraisal Report determined that the value added to the 421 Juniper Drive property by a vacation of the subject portion of the South 1<sup>st</sup> Avenue street right-of-way would be \$127,000.

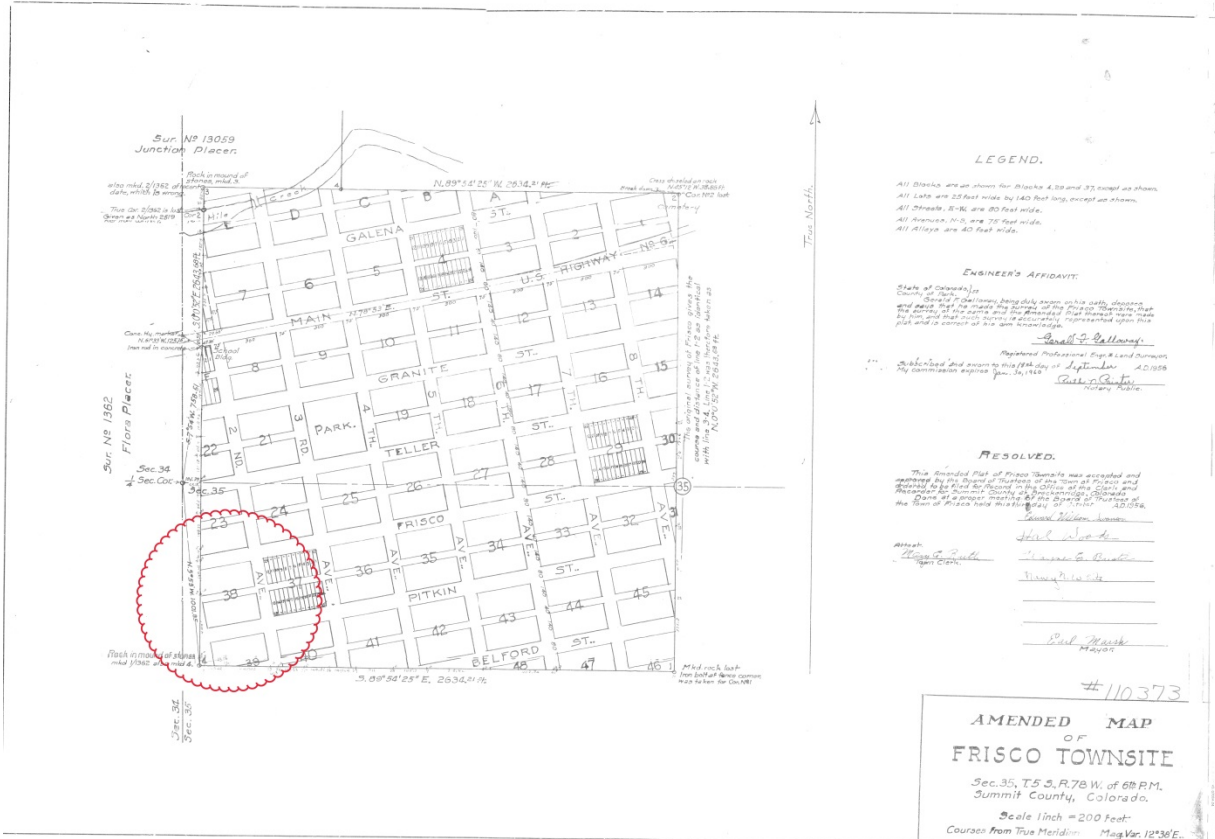
Staff has analyzed the feasibility of converting the Town’s portion of the South 1<sup>st</sup> Avenue right-of-way into a lot for future development of affordable housing. If converted into a lot for residential development, the subject property would need to be zoned and would likely be assigned to the Residential Low Density (RL) District to match the neighboring lots. The subject property would not meet the 10,500 sq. ft. minimum lot size of the RL District, plus the RL District setbacks and unusual shape of the property would limit the size of a future building to approximately seven (7) feet by twenty (20’) feet or eight (8) feet by fifteen (15) feet. So, the subject portion of the South 1<sup>st</sup> Avenue right-of-way has limited development potential without variances from or amendments to the current Town Code.

This vacation request presents the Town of Frisco with a unique opportunity for a public/private partnership opportunity whereby the Town could facilitate the construction of a new deed restricted standalone townhome that helps address the community’s housing needs in exchange for additional development opportunities and property value to the Applicants.

Staff and the Planning Commission find that the creation of a deed restricted standalone townhome is in the public interest. However, Staff has concerns about whether or not an AMI limit of 125% meets the Town’s current goals for affordable housing and whether or not this AMI limit will “buy down” the purchase price of the proposed unit commensurate with the land value and development opportunities conveyed to the Applicants. It will ultimately be the responsibility of the Town Council to ensure that the terms and conditions set forth in such an arrangement would also return an appropriate level of value and benefit back to the community.

**Background:**

The original Frisco Townsite was established in 1881. The original townsite was nearly square in shape and its boundaries are parallel and perpendicular to true north. However, the layout of the original townsite grid pattern did not follow the same cardinal orientation as the townsite boundaries; which resulted in numerous partial streets, blocks and lots at the town's edges.



Frisco Townsite Map dated 1956

The subject of this vacation request is a portion of the South 1st Avenue right-of-way located to the west of Lots 13-15, Block 38, Frisco Townsite to the Frisco town boundary. This triangular shaped right-of-way tract was created by the town boundary and subdivision boundary intersecting the Frisco street grid at an angle. The subject tract is forty-two (42) feet in width along its south property line and sixteen (16) feet in width along the north property line. The site is 4,131 sq.ft. (0.095 acres) in area.

No roads have been constructed and no public utilities have been installed in the South 1st Avenue right-of-way in the area requested to be vacated. Summit County jurisdiction (Juniper Drive/CR 1013) lays to the west of the proposed right-of-way vacation.

On July 20, 2017 the Planning Commission reviewed a previous version of this request. At that time, the Applicants were proposing to pay fair market value in exchange for the vacation of this portion of street right-of-way. A real estate appraisal report had not yet been completed at that time. Planning Commission did not find that the Applicant's offer to pay fair market value for the right-of-way to constitute an "overriding public interest" in favor of the vacation, so the Planning Commission forwarded a recommendation for denial of the application to the Town Council. After the Planning Commission's decision, the Applicants requested an opportunity to amend their request rather than proceeding forward with an ordinance to the Town Council with a

negative Planning Commission recommendation. The Applicants revised their application to propose construction of a deed restricted standalone townhouse unit rather than purchasing the right-of-way property. The Applicants returned to the Planning Commission on May 3, 2018 for a new review and recommendation to the Town Council.

On May 3, 2018, the Planning Commission found that the Applicant's proposal to provide deed restricted affordable housing with an AMI limit of 125% to constitute an "overriding public interest" in favor of the vacation. The Planning Commission forwarded a recommendation of approval with conditions to the Town Council for this vacation request. The Planning Commission recommended the following conditions of approval:

1. *That this vacation ordinance shall not cause the South 1st Avenue right-of-way to be vacated until the ordinance is filed by the Town Clerk for recording in the Office of the Summit County Clerk and Recorder. The Town Clerk shall not file the ordinance for recording in said office until the following events have occurred:*
  - a. *The Applicants have caused a final plat to be approved by the Town of Frisco and fully executed within ninety (90) days of the adoption of the ordinance. The Applicants shall include said vacated property within the plat of their adjacent property, located at 421 Juniper Drive / Lots 13-15, Block 38, Frisco Townsite.*
  - b. *The Applicants have obtained all necessary development approvals and permits, completed construction, and obtained a Certificate of Occupancy for a standalone townhouse dwelling unit consisting of approximately 1,500 sq.ft. of floor area with three bedrooms and two bathrooms, plus a garage.*
  - c. *The Applicants have executed a residential housing restrictive covenant prepared by the Town Attorney for said standalone townhouse dwelling unit that implements the terms and conditions for occupancy and ownership of the unit as determined by the Town of Frisco. Said covenant shall run with the land and be recorded into the records of the Summit County Clerk and Recorder.*
2. *The Town of Frisco will withhold issuance of a Certificate of Occupancy for any building(s) at 421 Juniper until such time as the Applicants have obtained a Certificate of Occupancy and have executed the appropriate residential housing restrictive covenant for the subject deed restricted standalone townhome.*

Below is a vicinity map of the subject property. Also included for reference are photographs of the subject property.



Vicinity Map (approximate)



Frisco Town Boundary (approximate)



View looking north



View looking south

## **Analysis:**

### **TOWN OF FRISCO COMMUNITY PLAN**

The following elements of the Frisco Community Plan are applicable to the review of this application:

#### **Plan Overview (excerpt)**

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

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

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

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

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

#### **Chapter 2. Community Direction (excerpt)**

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

##### **Built Environment**

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

- *BE 1. Encourage eclectic and sustainable designs for new construction and redevelopment to enhance the community's character.*
- *BE 2. Ensure the design of Frisco's public spaces, streets and pathways reflect Frisco's mountain town character.*
- *BE 3. Preserve and enhance the Main Street area as the heart of the community.*
- *BE 4. Enhance the Summit Boulevard area as a primary gateway and as a functional and efficient economic center of the town.*



- *BE 5. Promote attractive and safe connections between all areas and sections of the town.*

### Community Services

*Frisco is a community that expects quality community services, and seeks to ensure adequate resources are available over the long-term.*

- *CS 1. Ensure Town government efficiencies and cost effectiveness.*
- *CS 2. Provide a sufficient level of quality Town services, maintain existing Town infrastructure and lead by example to promote cost-effective sustainable practices.*
- *CS 3. Improve communication between Town officials and the community.*
- *CS 4. Encourage community involvement for the establishment of Town government programs, services and policies.*
- *CS 5. Support efforts of non-profit organizations that enhance the lives of Frisco's residents and businesses.*

### Economy

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

- *EC 1. Develop economic strategies to encourage a diversity of commercial businesses in town.*
- *EC 2. Continue to promote the town as a year-round destination.*
- *EC 3. Encourage and direct economic growth.*
- *EC 4. Allocate public resources to effectively support and encourage cost-effective private investments that enhance the community.*
- *EC 5. Support the creation and outlet for local markets and support local workforce policies.*

### Housing

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

- *HS 1. Encourage a mixture of housing unit sizes and types within new residential developments.*
- *HS 2. Ensure new housing is compatible with adjacent properties and compliments existing neighborhoods.*
- *HS 3. Provide a variety of affordable housing opportunities, regulations and/or programs that meet the needs of the Frisco residents.*
- *HS 4. Promote and encourage public/private partnerships for the development of affordable housing to achieve the highest quality housing possible.*
- *HS 5. Implement strategies that complement existing housing programs to ensure a diverse community.*

### Transportation & Mobility

*Frisco is a community that provides a safe and efficient multi-modal transportation system, and promotes walkability, bicycling and alternative modes of travel.*

- *TM 1. Enhance non-vehicular (pedestrians, bicyclists, etc.) safety in commercial core areas with sidewalks, lighting, bike racks, and crosswalks.*
- *TM 2. Maintain the town's paved pathway system, and enhance connections to the community's neighborhoods, parks, commercial areas and to the county-wide recpath system.*

- *TM 3. Support transportation programs that provide regional and local connections.*
- *TM 4. Explore options for improved traffic circulation, access and connections throughout town.*
- *TM 5. Participate in regional transportation planning efforts, which contribute to the town.*

The proposed vacation of the undeveloped South 1st Avenue right-of-way in exchange for a deed restricted affordable housing unit appears to be in conformance with the purpose and recommendations of the Frisco Community Plan.

## CHAPTER 142, VACATION OF PROPERTY

Declaration of Policy: Pursuant to §142-1 of the Frisco Town Code, *the Town Council hereby finds and declares that the general policy of the Town is to prohibit the vacation or divesting of any right, title or interest of the Town in and to any land, including any roadway or easement. Any application for vacation pursuant to this chapter may be granted only in cases where the Town Council, in the exercise of its sole and exclusive discretion, first finds an overriding public interest favors the vacation.*

The general policy of the Town of Frisco is to not allow for the vacation or divesting of any right, title or interest of the Town in and to any land including any roadway unless there is a clear overriding public interest. As stewards of public property, the Town has historically taken a conservative interpretation of “an overriding public interest” and should continue to do so in their vacation of public right-of-ways including the subject property.

There is a demonstrated need for additional affordable housing in Frisco at multiple price points. The *2013 Summit County Workforce Housing Needs Assessment* was commissioned to assess the workforce housing needs throughout the county. This analysis was refined to evaluate the county on a geographic basis based on the various drainage basins. The Town of Frisco is located in the Ten Mile drainage basin. The assessment analyzed and quantified the workforce housing needs by AMI level in each basin. The following table is an excerpt from the *Summit County 2016 Housing Demand Update*:

**Workforce Housing Gap by Own/Rent and AMI by Basin:  
Summit County, 2016 to 2020**

	<i>Summit County</i>	<i>Lower Blue</i>	<i>Snake River</i>	<i>Ten Mile</i>	<i>Upper Blue</i>
<b>OWNERSHIP</b>					
<=60% AMI	227	51	37	64	75
60.1\80%	99	29	21	23	27
80.1\100%	194	57	41	45	50
100.1\120%	185	50	36	45	53
120.1\150%	76	17	12	21	26
<b>TOTAL</b>	<b>780</b>	<b>205</b>	<b>145</b>	<b>200</b>	<b>230</b>
<b>RENTALS</b>					
<=60% AMI	593	39	128	242	185
60.1\80%	130	25	29	62	14
80.1\100%	182	24	30	57	70
<b>TOTAL</b>	<b>905</b>	<b>85</b>	<b>185</b>	<b>360</b>	<b>270</b>
<b>TOTAL Gap</b>	<b>1,685</b>	<b>290</b>	<b>335</b>	<b>560</b>	<b>500</b>

*Note: Differences are due to rounding.*

The proposed vacation request presents the Town of Frisco with a unique opportunity for a public/private partnership opportunity whereby the Town could facilitate the construction of a new deed restricted standalone townhome that helps address the community's housing needs in exchange for additional development opportunities and property value for the Applicants. It is ultimately the responsibility of the Town Council to ensure that the terms and conditions (including the proposed 125% of AML income limits) set forth in such an arrangement will also return an appropriate level of value and benefit back to the community.

Vacation by Ordinance: Pursuant to §142-3 of the Frisco Town Code, *All right, title or interest of the town in and to any roadway or easement, shall be divested only upon adoption by the town council of an ordinance vacating such property or portion thereof located within the corporate limits of the town. If a roadway constitutes a boundary line of the town, it may be vacated only by a joint action of the board of county commissioners of the county and the town council. Any ordinance affecting a vacation is required to contain the following findings, if applicable:*

- *That no land adjoining any roadway to be vacated is left without an established public road connecting said land with another established public road.*
- *That the roadway or easement to be vacated is no longer necessary for present or prospective public use or convenience.*

421 Juniper Drive is the only private property adjoining the subject portion of the South 1<sup>st</sup> Avenue right-of-way. 421 Juniper Drive has access to Pitkin Street on the south and Pine Alley on the north. If the subject portion of the South 1<sup>st</sup> Avenue right-of-way is vacated, 421 Juniper Drive will continue to have access along Juniper Drive/County Road 1013 to the west. No land located adjacent to the proposed right-of-way vacation will be left without an established public road. The application meets this standard.

This right-of-way tract is located between 421 Juniper Drive and Juniper Drive/County Road 1013. There is no street physically constructed in this right-of-way, nor does the Town of Frisco have any plans to construct a future road in this location. The Summit County Road & Bridge Department and the Town of Frisco Public Works Department were asked to comment on the proposed vacation and neither department has concerns with the proposal. Both departments have determined that the subject portion of the South 1<sup>st</sup> Avenue right-of-way is not needed for street snow storage. Additionally, there are no existing public utilities located in this portion of street right-of-way and there are no future utilities planned for this area. The vacation of this portion of the South 1<sup>st</sup> Avenue right-of-way will have no negative impact on Emergency Services access to the neighborhood. The subject portion of street right-of-way is not necessary for any current or prospective public use or convenience. The application meets this standard.

Vacation Procedures: Pursuant to §142-4 of the Frisco Town Code, the following procedures shall be adhered to by person(s) requesting the vacation of any roadway or easement:

- A. *Attendance at a pre-application conference held in the manner described in section 180-2.3.1 of the Unified Development Code.*

The Applicants have had multiple pre-application meetings with the Planning Division of the Community Development Department and have also discussed the proposed vacation with the various referral agencies at a Development Review Committee (DRC) meeting.

- B. *Submission to the town manager of a written application that includes the required information.*

The formal written application has been submitted. The application meets this standard.

- C. *Review of the proposal by the town staff and preparation of a staff report, and in the case of the proposed vacation of an easement, other than an access easement, preparation of a proposed vacation ordinance.*

This vacation application has been reviewed by the Town of Frisco Community Development, Public Works, and the Town Engineer. This request has also been reviewed by the Frisco Sanitation, Summit Fire, Xcel Energy, and Summit County Road & Bridge. The Community Development Department has prepared the staff report and the associated ordinance has been reviewed by the Town Attorney. The application meets this standard.

- D. *Vacations of roadways and access easements must be referred to the planning commission for a public hearing and recommendation to the town council. The director of the community development department or his/her designee may refer the vacation of an easement, other than an access easement, to the planning commission for a public hearing and recommendation to the town council, if he/she determines that such a referral would assist the town council in determining whether or not to grant the vacation request.*

This application to vacate a portion of South 1st Avenue right-of-way was referred to the Planning Commission for a public hearing on May 3, 2018 and the Planning Commission made a recommendation to the Town Council for approval with conditions. The application meets this standard.

- E. *After a public hearing, the planning commission may either continue the matter for further information and study for not more than thirty (30) days or forward its recommendation to approve, disapprove or conditionally approve the application to the town council and the applicant(s). Any application forwarded to the town council will be in the form of an ordinance.*

The application will be heard by the Planning Commission at its May 3, 2018 public hearing. This vacation request is being presented to the Town Council in the form of Ordinance 18-06. The application meets this standard.

- F. *The town council will consider the proposed vacation ordinance and render its decision either to adopt or deny the ordinance on first reading in accordance with the requirements of the Charter with respect to the adoption of ordinances. Prior to adoption of the vacation ordinance on first reading, the town council shall find that an overriding public interest favors the vacation.*

This is the first reading of Ordinance 18-06 for the vacation of the subject portion of the South 1st Avenue right-of-way. The Town Council shall either adopt or deny this ordinance based upon its determination of whether or not an overriding public interest favors the vacation.

**Public Notice:** Pursuant to §142-5 of the Frisco Town Code, *public notice will be given at least once prior to final adoption of the vacation ordinance by publication, posting and mailing in the manner provided for in section 180-2.3.5 of the Town of Frisco Unified Development Code.*

Public noticing was provided for the Planning Commission's April 19, 2018 meeting in accordance with the requirements of the Town Code. At that meeting, the Planning Commission continued the public hearing to its May 3, 2018 meeting. Public notice of this Town Council review of Ordinance 18-06 was also provided in accordance with the requirements of the Town Code. The application meets this standard.

Valuation of Vacated Property: Pursuant to §142-6 of the Frisco Town Code, *if the town council adopts on first reading a vacation ordinance vacating a roadway or access easement, the town manager or his/her designee will cause an appraisal to be made at the expense of the applicant(s), unless the town manager or town council waives such appraisal. The appraisal will include the following information:*

- A. *Valuation of the property being vacated;*
- B. *Valuation of any property that may be benefitted by the vacation, valued prior to vacation;*
- C. *Valuation of any property that may be benefitted by the vacation, valued after vacation; and*
- D. *Any other determinations requested by the town council.*

Staff previously contacted the Summit County Assessor's Office and inquired about the assessed valuation of a property such as this portion of street right-of-way. The Assessor's Office staff indicated that the assessed valuation for this property as land which is accessible but does not have density and as land that would be unbuildable and considered open space is roughly \$5,293 for the 0.095 acres. The 2017 Mass Appraisal Value Model for Open Space Land was used to determine this calculation. This methodology does not account for the increased value of the Applicants' property at 421 Juniper Drive when combined with 0.095 acres of vacated right-of-way.

The 421 Juniper Drive property is zoned Residential Low Density (RL) District with an allowed density of eight (8) units per developable acre. The existing 421 Juniper Drive consists of 0.24 acres (10,500 sq. ft.) and is therefore currently allowed two (2) units of density. When the 4,131 sq. ft. of right-of-way is combined with the existing 10,500 sq. ft. lot, the allowed density increases to three (3) units ( $0.34 \text{ acres} \times 8 \text{ units/acre} = 2.68$ , which is rounded up to 3). This increase in allowed density and increased developable lot area was taken into account in a Real Estate Appraisal Report recently prepared by Ebert Appraisal Services. The Real Estate Appraisal Report determined that the value added to the Applicants' 421 Juniper Drive property by a vacation of the subject portion of the South 1<sup>st</sup> Avenue street right-of-way would be \$127,000.

Payment of Costs: Pursuant to §142-7 of the Frisco Town Code, *The applicant or primary applicant is responsible for the payment of any costs associated with the vacation including, without limitation, payment for administrative services performed by the community development department, appraisals, surveys, recording fees, documentary fees, legal services rendered to the town in connection with the application, and other customary costs in the following manner:*

*A. A development review account shall be established at the time the vacation application is submitted to the town manager. Such development review account will be managed pursuant to subsection 180-2.3.2.D of the Town of Frisco Unified Development Code.*

*B. If the town incurs costs beyond the amount deposited in the vacation review account and the applicant or primary applicant does not pay those costs within thirty (30) days after written notice from the town, the town shall be entitled to certification of the assessment for sale or a lien for those costs on the property owned by each applicant, which lien may be*

*perfected and foreclosed in the manner provided in C.R.S. §§ 38-22-101 et seq., as amended.*

The Applicants have been notified of their responsibility for payment. A \$1,500 Development Review Account (DRA) was established with submittal of the vacation application.

Vacation of Portion of Request: Pursuant to §142-8 of the Frisco Town Code, *the town shall have the right, in its sole and exclusive discretion, to vacate only a portion of the total area requested for vacation.*

The Applicants are requesting a vacation of the entirety of the subject portion of the South 1<sup>st</sup> Avenue right-of-way. If the Town of Frisco chooses to vacate the subject street right-of-way, it may do so in whole or in part at its discretion.

Reservation of Rights-of-Way or Easements: Pursuant to §142-9 of the Frisco Town Code, *the town may reserve any right-of-way or easement for the continued use of existing or future sewer, gas, water or similar pipelines and appurtenances, for overland drainage, drainage facilities or canals and appurtenances, and for electric, cable television, telephone and similar lines and appurtenances, or any other public purpose. Notwithstanding the foregoing, the town is presumed to have reserved in any property vacated under this chapter all necessary, useful or common easements related to underground utilities or services.*

There are no existing or future roads, public parking spaces, street snow storage, utilities, drainage features, or other infrastructure being displaced or negatively impacted by this vacation request. If the Town of Frisco chooses to vacate the subject street right-of-way, it may do so in whole or in part at its discretion.

Conditions on Vacation: §142-10 states *the planning commission may recommend, and the town council in the ordinance effecting a vacation may impose, reasonable conditions on said vacation, to preserve and promote the public health, safety and welfare of the inhabitants of the town and the public generally. Such reasonable conditions may include the payment of money to the town as consideration for a vacation, when the vesting of title upon vacation may confer a benefit upon the new owner of the vacated roadway or easement, where the town has purchased or may purchase a roadway or easement to replace that being vacated, to avoid a windfall to the new owner, or for any other reason deemed by the town council to be in the public interest.*

In exchange for the Town's vacation of the subject portion of the South 1<sup>st</sup> Avenue right-of-way, the Applicants are proposing to construct a three-bedroom standalone townhome that will be deed restricted to an affordability level of 125% of the Area Median Income (AMI). Based upon the current AMI for Summit County, a three (3) bedroom dwelling unit would be allowed a maximum sale price of \$510,697.

The Real Estate Appraisal Report prepared for the Town of Frisco by Ebert Appraisal Services determined that the value added to the 421 Juniper Drive property by the vacation of the subject portion of the South 1<sup>st</sup> Avenue street right-of-way would be \$127,000.

Staff and the Planning Commission find that the creation of a deed restricted standalone townhome is in the public interest. However, Staff has concerns about whether or not an AMI limit of 125% meets the Town's current goals for affordable housing and whether or not this AMI limit "buys down" the purchase price of the proposed unit commensurate with the \$127,000 land value and development opportunities conveyed to the Applicant. It is ultimately the responsibility of the Town Council to determine if construction of the proposed new deed

restricted unit and the associated terms and conditions set forth in such an arrangement return an appropriate level of value and benefit back to the community.

Recordation of Vacation: Pursuant to §142-11 of the Frisco Town Code, *in the event of a vacation in accordance with this article, the documents vacating such property or interest in property, including but not necessarily limited to any resolution, ordinance, deed, conveyance document, plat or survey, shall be recorded in the office of the clerk and recorder of the county in which such property is located.*

If the Town Council chooses to vacate the subject right-of-way, staff will ensure that all relevant documents pursuant to such a vacation are recorded in the office of the Summit County Clerk and Recorder.

Preservation of Access: Pursuant to §142-12 of the Frisco Town Code, *no roadway or part thereof shall be vacated so as to leave any land adjoining said land with another established public road.*

No land adjoining the proposed right-of-way vacation will be left without an established public road. The application meets this standard.

Vesting of Title and Zoning Upon Vacation: Pursuant to §142-13 of the Frisco Town Code, *any ordinance effecting a vacation under this article shall state to whom title to the vacated land shall vest upon vacation. Title to the lands included within a roadway or so much thereof as may be vacated shall vest in accordance with the provisions of C.R.S. § 43-2-302 or its successor statute. Whenever any roadway shall be vacated, such roadway or portion thereof shall automatically be classified in the same zoning district as the property to which it attaches without further action on the part of the Town.*

Ordinance 18-06 states that title to the vacated land shall be vested to the Applicants. The vacated right-of-way will be attached to the adjacent to 421 Juniper Drive/Lots 13-15, Block 38, Frisco Townsite and will be automatically classified in the same Residential Low Density (RL) District.

Adjacent Platted Lands: Pursuant to §142-14 of the Frisco Town Code, *where title to any vacated property vests with the owner of adjacent platted land, said owner shall, within 90 days of the adoption of the ordinance effecting such vacation, take all necessary steps to include said vacated property within the plat of the adjacent land.*

Ordinance 18-06 requires the Applicants to take all necessary steps to include said vacated property within the plat of their adjacent property located at 421 Juniper Drive / Lots 13-15, Block 38, Frisco Townsite within ninety (90) days of the adoption of the ordinance effecting vacation of the 0.095 acre right-of-way.

## **AGENCY REVIEWS**

### Town of Frisco Public Works Department & Water Department

*No concerns.*

Jeff Goble, Public Works Director

### Frisco Sanitation District

*No comments at this time.*

Matt Smith, Manager

Summit Fire

*No comments at this time.*

Steven Skulski, Assistant Chief/Fire Marshal, Lake Dillon Fire District

Xcel Energy

*No comments/issues.*

Amy Lagace, Designer, Mountain Division

Summit County Road & Bridge

*No concerns from Road & Bridge or Engineering.*

Robert Jacobs, County Engineer/Road & Bridge Director

**PUBLIC COMMENTS**

As of June 20, 2018, the Community Development Department has not received any written public comments directed to the Town Council concerning Ordinance 18-06.

**Recommendation:**

The Community Development Department and the Planning Commission recommend the following findings:

*Based upon the review of the Staff Report dated June 26, 2018, and the evidence and testimony presented, the Town Council finds:*

- 1. That the proposed vacation is in general conformance with the purpose and intent of the Frisco Community Plan, since it furthers several quality of life statements and criteria outlined in the plan and furthers the Town's efforts to address affordable housing needs.*
- 2. That pursuant to §142-1 of the Frisco Town Code, it is found that there is an overriding public interest favoring the vacation because the proposed vacation provides a unique opportunity for a private/public partnership that results in the construction of a deed restricted standalone townhome that addresses a demonstrated need for affordable housing in Frisco.*
- 3. That pursuant to §142-3 of the Frisco Town Code, no land adjoining the roadway to be vacated is left without an established public road connecting said land with another established public road because the adjoining 421 Juniper Street will retain access to Juniper Drive, Pitkin Street, and Pine Drive.*
- 4. That pursuant to §142-3 of the Frisco Town Code, the roadway to be vacated is no longer necessary for present or prospective public use or convenience because this portion of the South 1st Avenue right-of-way has not been improved, used, or*



*planned to be used for roads, public parking spaces, street snow storage, utilities, drainage features, or other infrastructure or uses.*

5. *That pursuant to §142-13 of the Frisco Town Code, title to the lands vacated shall vest in accordance with the provisions of C.R.S. § 43-2-302 to the Applicants.*

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

#### RECOMMENDATION

That the Town Council

ADOPT the recommended findings set forth in the staff memorandum to Town Council dated June 26, 2018, and APPROVE Ordinance 18-06 upon first reading.

#### **Attachments:**

- Ordinance 18-06
- Town Code, Chapter 142, Vacation of Property
- Summit Combined Housing Authority's 2018 AMI Calculations
- Application Materials

cc: Brian and Debra Reiss

**STATE OF COLORADO  
COUNTY OF SUMMIT  
TOWN OF FRISCO  
ORDINANCE 18-06**

AN ORDINANCE VACATING A PORTION OF A PUBLIC RIGHT-OF-WAY CONSISTING OF A 4,131 SQ. FT. (0.095 ACRES) TRACT OF THE SOUTH 1ST AVENUE RIGHT-OF-WAY WITHIN BLOCK 38, FRISCO TOWNSITE; GENERALLY LOCATED SOUTH OF PINE DRIVE, NORTH OF PITKIN STREET, EAST OF JUNIPER DRIVE, AND WEST OF 421 JUNIPER DRIVE/LOTS 13-15, BLOCK 38, FRISCO TOWNSITE, AND IS LEGALLY DESCRIBED AND DEPICTED IN "EXHIBIT A" TO THIS ORDINANCE

WHEREAS: the Town of Frisco is the owner of the street right-of-way known as South 1<sup>st</sup> Avenue Right-of-Way, and depicted on the plat of Amended Frisco Townsite that is recorded at Reception No. 77585 in the Office of the Clerk and Recorder, Summit County, Colorado, including that portion of said right-of-way that is legally described and depicted on Exhibit A to this Ordinance (such portion is hereafter referred to as the "South 8<sup>th</sup> Avenue Parcel"), and

WHEREAS: the Frisco Town Council finds that the vacation of use, as a public right-of-way, of the South 1<sup>st</sup> Avenue Parcel, for use in connection with the redevelopment of Lots 13-15, Block 38, Frisco Townsite with a standalone townhouse dwelling unit deed restricted as affordable housing is in the public interest and constitutes an overriding public interest that favors the vacation, and

WHEREAS, the Frisco Town Council finds that the South 1<sup>st</sup> Avenue Parcel has not been improved or used for street purposes and that no land adjoining the South 1<sup>st</sup> Avenue Parcel is left without an established public road connecting said land with another established public road; and

WHEREAS, the Frisco Town Council finds that the South 1<sup>st</sup> Avenue Parcel is no longer necessary for the present or prospective public use or convenience as a public right-of-way.

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

Section 1. That the Town, subject to the conditions set forth in Sections 2 and 3 below, hereby vacates the South 1<sup>st</sup> Avenue Parcel (as more particularly described below) and all of its rights, title and interest in and to the same, and further, that the Town intends that all of its right title and interest in and to the South 1<sup>st</sup> Avenue Parcel, shall vest in the owner of Lots 13-15, Block 38, Frisco Townsite. The South 1<sup>st</sup> Avenue Parcel is legally described and depicted on Exhibit A to this Ordinance and is more particularly described below as follows:

A PARCEL OF LAND BEING A PORTION OF THE 1<sup>ST</sup> AVENUE RIGHT-OF-WAY ACCORDING TO THE AMENDED MAP OF FRISCO TOWNSITE (REC. NO. 77585) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 13, BLOCK 38 OF SAID FRISCO TOWNSITE; THENCE S11 °07' 00 "W A DISTANCE OF 140.00 FEET

TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE S78 °53' 00 "W A DISTANCE OF 42.86 FEET; THENCE N00 °1 8' 59 "W A DISTANCE OF 142.52 FEET; THENCE N78053' 00 "E A DISTANCE OF 16.16 FEET TO THE POINT OF BEGINNING, CONTAINING 4,131 SQUARE FEET, OR 0.095 ACRE, MORE OR LESS.

Section 2. That this Ordinance shall not cause the use of the South 1<sup>st</sup> Avenue Parcel as a public right-of-way to be vacated until this Ordinance is filed by the Town Clerk for recording in the Office of the Summit County Clerk and Recorder. The Town Clerk shall not file this Ordinance for recording in said office until each of the following events have occurred:

- a. The owner of Lots 13-15, Block 38, Frisco Townsite has caused a final plat to be approved by the Town of Frisco and fully executed within ninety (90) days of the adoption of Ordinance 18-06. The applicant shall include said vacated property within the plat of their adjacent property, located at Lots 13-15, Block 38, Frisco Townsite.
- b. The owner of Lots 13-15, Block 38, Frisco Townsite has obtained all necessary development approvals and building permits, completed construction, and obtained a Certificate of Occupancy for a standalone townhouse dwelling unit consisting of approximately 1,500 square feet of floor area, containing no less than three bedrooms and two bathrooms and a garage (“the Unit”).
- c. The owner of Lots 13-15, Block 38, Frisco Townsite has executed the Town’s standard form of affordable housing covenant (the “Residential Housing Restrictive Covenant and Notice of Lien”) that restricts the ownership and occupancy of the Unit at the 125% of area median income (AMI) level. Said covenant shall run with the land and be recorded into the records of the Summit County Clerk and Recorder.

Section 3. The Town of Frisco may withhold issuance of a Certificate of Occupancy for any new structure(s) at Lots 13-15, Block 38, Frisco Townsite until such time as the owner of Lots 13-15, Block 38, Frisco Townsite has obtained a certificate of occupancy for the Unit and executed said affordable housing covenant.

Section 4. Severability. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 5. Effective Date. This ordinance shall take effect pursuant to the Home Rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THIS 26<sup>th</sup> DAY OF JUNE 2018.

TOWN OF FRISCO, COLORADO

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Gary Wilkinson, Mayor

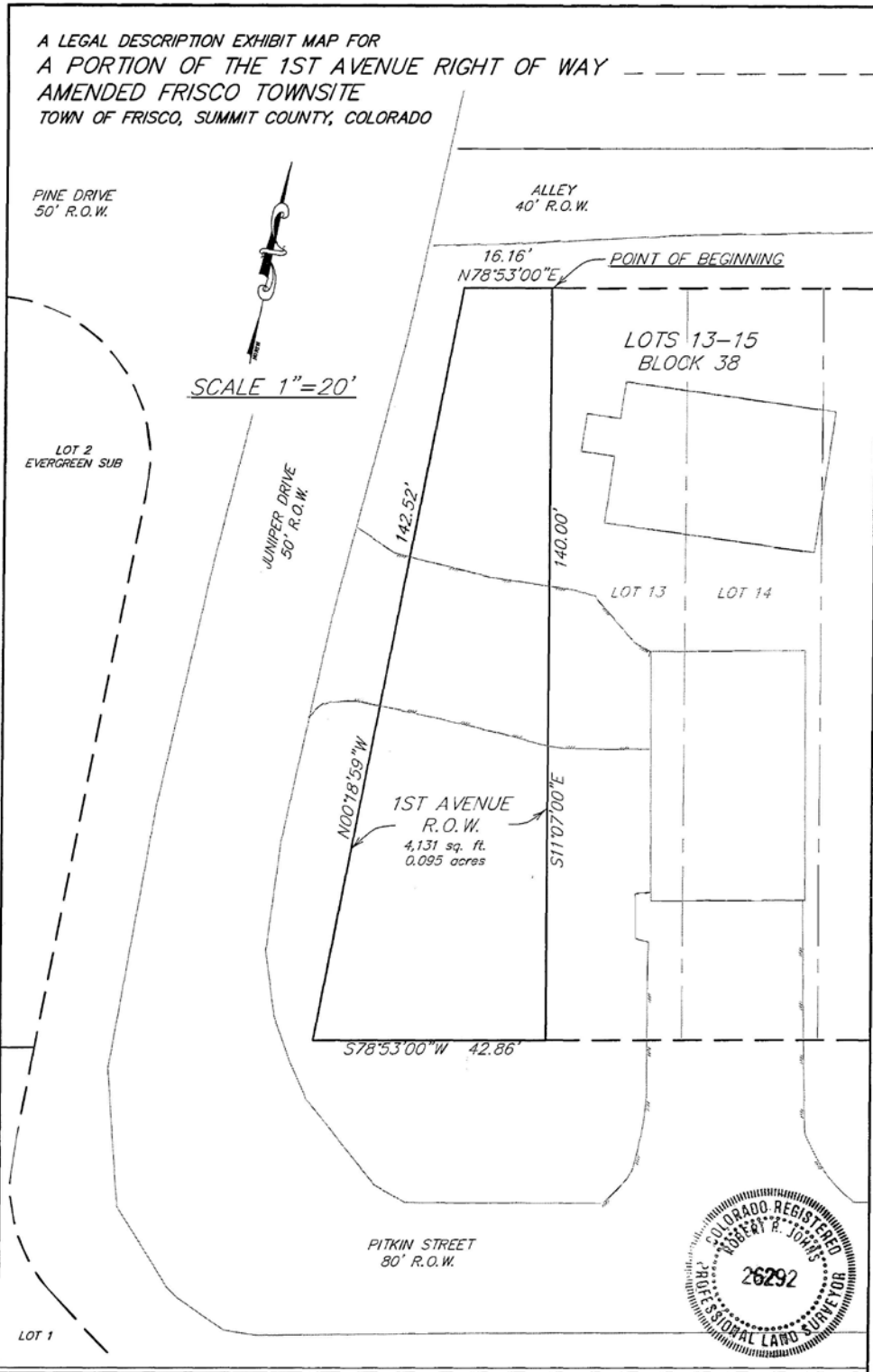
Attest:

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Deborah Wohlmuth, CMC, Town Clerk

# EXHIBIT A

A LEGAL DESCRIPTION EXHIBIT MAP FOR  
 A PORTION OF THE 1ST AVENUE RIGHT OF WAY  
 AMENDED FRISCO TOWNSITE  
 TOWN OF FRISCO, SUMMIT COUNTY, COLORADO



R—A—N—G—E—W—E—S—T  
 INC.

P.O. BOX 589  
 SILVERTHORNE, CO 80498

ENGINEERS & SURVEYORS

PHONE 970-468-6281  
 DENVER DIRECT 303-623-0426

# PROPERTY, VACATION OF

## Chapter 142

### PROPERTY, VACATION OF

- § 142-1. Declaration of Policy.
- § 142-2. Definitions.
- § 142-3. Vacation by Ordinance.
- § 142-4. Vacation Procedures.
- § 142-5. Public Notice.
- § 142-6. Valuation of Vacated Property.
- § 142-7. Payment of Costs.
- § 142-8. Vacation of Portion of Request.
- § 142-9. Reservation of Rights-of-Way or Easements.
- § 142-10. Conditions on Vacation.
- § 142-11. Recordation of Vacation.
- § 142-12. Preservation of Access.
- § 142-13. Vesting of Title Upon Vacation.
- § 142-14. Adjacent Platted Lands.

[HISTORY: Adopted 11-07-89, Ord. 89-29. Repealed and reenacted 02-17-98, Ord. 98-01]

### GENERAL REFERENCES

Streets—See Ch 155.

#### § 142-1 Declaration of Policy.

The town council hereby finds and declares that the general policy of the town is to prohibit the vacation or divesting of any right, title or interest of the town in and to any land, including any roadway or easement. Any application for vacation pursuant to this chapter may be granted only in cases where the town council, in the exercise of its sole and exclusive discretion, first finds an overriding public interest favors the vacation.

#### § 142-2 Definitions.

As used in this chapter 142, unless the context otherwise requires:

- A. *Access easement* includes any platted or designated public improvement dedicated to the town for the purposes of vehicular or pedestrian access or travel, whether or not it has been used as such.
- B. *Easement* includes any platted or designated public easement dedicated to the town, whether or not it has been used as such.

## PROPERTY, VACATION OF

- C. *Roadway* includes any platted or designated public street, alley, lane, parkway, avenue, road or other public way, whether or not it has been used as such.
- D. *Vacation* means the extinguishment by ordinance of all right, title or interest of the town in and to any roadway or easement.

### **§ 142-3 Vacation by Ordinance.**

- A. All right, title or interest of the town in and to any roadway or easement, shall be divested only upon adoption by the town council of an ordinance vacating such property or portion thereof located within the corporate limits of the town. If a roadway constitutes a boundary line of the town, it may be vacated only by a joint action of the board of county commissioners of the county and the town council.
- B. Any ordinance effecting a vacation under this article shall contain the following findings, if applicable:
  - 1. That no land adjoining any roadway to be vacated is left without an established public road connecting said land with another established public road.
  - 2. That the roadway or easement to be vacated is no longer necessary for present or prospective public use or convenience.

### **§ 142-4 Vacation Procedures.**

The following procedures shall be adhered to by person(s) requesting the vacation of any roadway or easement:

- A. Attendance at a pre-application conference held in the manner described in section 180-19 (C)(5)(a) of the Town of Frisco Zoning Ordinance.
- B. Submission to the town manager of a written application that includes the following information:
  - 1. Name, address and telephone number of the applicant(s). An application submitted by multiple applicants shall designate one person from among them to serve as the primary applicant.
  - 2. Accurate legal description of the roadway or easement to be vacated.
  - 3. A map showing the roadway or easement to be vacated and abutting properties. The town manager or his/her designee may, in the exercise of his/her sole and exclusive discretion, require the applicant to furnish a survey of the roadway or easement to be vacated.
  - 4. Names and addresses of all record owners of property adjacent to that portion

## PROPERTY, VACATION OF

of the roadway or easement to be vacated. If possible, all such record owners should sign the application for vacation.

5. Reasons for the requested vacation.
  6. Certification by the applicant(s) that the statements referred to in subsection 142-3(B) (1) above are true.
  7. Signature of the applicant(s).
- C. Review of the proposal by the town staff and preparation of a staff report, and in the case of the proposed vacation of an easement, other than an access easement, preparation of a proposed vacation ordinance.
- D. Vacations of roadways and access easements must be referred to the planning commission for a public hearing and recommendation to the town council. The director of the community development department or his/her designee may refer the vacation of an easement, other than an access easement, to the planning commission for a public hearing and recommendation to the town council, if he/she determines that such a referral would assist the town council in determining whether or not to grant the vacation request.
- E. After a public hearing, the planning commission may either continue the matter for further information and study for not more than thirty (30) days or forward its recommendation to approve, disapprove or conditionally approve the application to the town council and the applicant(s). Any application forwarded to the town council will be in the form of an ordinance.
- F. The town council will consider the proposed vacation ordinance and render its decision either to adopt or deny the ordinance on first reading in accordance with the requirements of the Charter with respect to the adoption of ordinances. Prior to adoption of the vacation ordinance on first reading, the town council shall find that an overriding public interest favors the vacation.

### **§ 142-5 Public Notice.**

Public notice will be given at least once prior to final adoption of the vacation ordinance in the manner provided for in subsection (1) through (3) of section 180-46(E) of the Town of Frisco Zoning Ordinance.

### **§ 142-6 Valuation of Vacated Property.**

If the town council adopts on first reading a vacation ordinance vacating a roadway or access easement, the town manager or his/her designee will cause an appraisal to be made at the expense of the applicant(s), unless the town manager or town council waives such appraisal. An appraisal is not required for the vacation of an easement,



## PROPERTY, VACATION OF

other than an access easement, unless specially requested by the town manager or town council. The appraisal will include the following information:

- A. Valuation of the property being vacated;
- B. Valuation of any property that may be benefitted by the vacation, valued prior to vacation;
- C. Valuation of any property that may be benefitted by the vacation, valued after vacation; and
- D. Any other determinations requested by the town council.

### **§ 142-7 Payment of Costs.**

The applicant or primary applicant is responsible for the payment of any costs associated with the vacation including, without limitation, payment for administrative services performed by the community development department, appraisals, surveys, recording fees, documentary fees, legal services rendered to the town in connection with the application, and other customary costs in the following manner:

- A. A development review account shall be established at the time the vacation application is submitted to the town manager. Such development review account will be managed pursuant to section 180-31(D), excluding subsection 180-31(D) (4) (c).
- B. If the town incurs costs beyond the amount deposited in the vacation review account and the applicant or primary applicant does not pay those costs within thirty (30) days after written notice from the town, the town shall be entitled to certification of the assessment for sale or a lien for those costs on the property owned by each applicant, which lien may be perfected and foreclosed in the manner provided in C.R.S. §§ 38-22-101 et seq., as amended.

### **§ 142-8 Vacation of Portion of Request.**

The town shall have the right, in its sole and exclusive discretion, to vacate only a portion of the total area requested for vacation.

### **§ 142-9 Reservation of Rights-of-Way or Easements.**

The town may reserve any right-of-way or easement for the continued use of existing or future sewer, gas, water or similar pipelines and appurtenances, for overland drainage, drainage facilities or canals and appurtenances, and for electric, cable television, telephone and similar lines and appurtenances, or any other public purpose. Notwithstanding the foregoing, the town is presumed to have reserved in any property vacated under this chapter all necessary, useful or common easements related to underground utilities or services.

## PROPERTY, VACATION OF

### **§ 142-10 Conditions on Vacation.**

The planning commission may recommend, and the town council in the ordinance effecting a vacation may impose, reasonable conditions on said vacation, to preserve and promote the public health, safety and welfare of the inhabitants of the town and the public generally. Such reasonable conditions may include the payment of money to the town as consideration for a vacation, when the vesting of title upon vacation may confer a benefit upon the new owner of the vacated roadway or easement, where the town has purchased or may purchase a roadway or easement to replace that being vacated, to avoid a windfall to the new owner, or for any other reason deemed by the town council to be in the public interest.

### **§ 142-11 Recordation of Vacation.**

In the event of a vacation in accordance with this article, the documents vacating such property or interest in property, including but not necessarily limited to any resolution, ordinance, deed, conveyance document, plat or survey, shall be recorded in the office of the clerk and recorder of the county in which such property is located.

### **§ 142-12 Preservation of Access.**

No roadway or part thereof shall be vacated so as to leave any land adjoining said roadway without an established public road connecting said land with another established public road.

### **§ 142-13 Vesting of Title Upon Vacation.**

Any ordinance effecting a vacation under this article shall state to whom title to the vacated land shall vest upon vacation. Title to the lands included within a roadway or so much thereof as may be vacated shall vest in accordance with the provisions of C.R.S. § 43-2-302 or its successor statute.

### **§ 142-14 Adjacent Platted Lands.**

Where title to any vacated property vests with the owner of adjacent platted land, said owner shall, within 90 days of the adoption of the ordinance effecting such vacation, take all necessary steps to include said vacated property within the plat of the adjacent land.

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 18 – 04**

AN ORDINANCE AMENDING CHAPTER 142 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE VACATION OF PUBLIC PROPERTY, TO ADOPT NEW REGULATIONS CONCERNING THE ZONING OF VACATED ROADWAYS AND TO AMEND PROVISIONS CONTAINING A CROSS-REFERENCE TO OTHER SECTIONS OF THE FRISCO CODE.

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

WHEREAS, this ordinance is adopted pursuant to the Town's home rule authority and the Town's authority under Colorado Revised Statutes Section 31-23-301; and

WHEREAS, the Town Council finds that to avoid split lot zoning, upon the vacation of all or part of a public right-of-way, and the connection of the vacated area to any adjacent parcel of land, the vacated area should, automatically and without any further action on the part of the Town, be designated under the same zoning classification as the land to which the area is attached.

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

Section 1. Section 142-13 of the Code of Ordinances of the Town of Frisco (the "Code"), concerning the vesting of title for a vacated right-of-way, is hereby amended to read as follows:

**§ 142-13 Vesting of Title and Zoning Upon Vacation.**

Any ordinance effecting a vacation under this article shall state to whom title to the vacated land shall vest upon vacation. Title to the lands included within a roadway or so much thereof as may be vacated shall vest in accordance with the provisions of C.R.S. § 43-2-302 or its successor statute. Whenever any roadway shall be vacated, such roadway or portion thereof shall automatically be classified in the same zoning district as the property to which it attaches without further action on the part of the Town.

Section 2. Sections and Subsections 142-4.A., 142-5. and 142-7.A. concerning the vacation right-of-ways. are hereby amended to read as follows:

**§ 142-4 Vacation Procedures.**

A. Attendance at a pre-application conference held in the manner described in section 180-2.3.1 ~~19(C)(5)(a)~~ of the Town of Frisco Unified Development Code Zoning Ordinance

**§ 142-5 Public Notice.**

Public notice will be given at least once prior to final adoption of the vacation ordinance by publication, posting and mailing in the manner provided for in subsection (1) through (3) of section 180-46(E) 180-2.3.5 of the Town of Frisco Unified Development Code Zoning Ordinance.

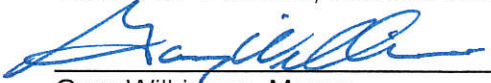
**§ 142-7 Payment of Costs.**

- A. A development review account shall be established at the time the vacation application is submitted to the town manager. Such development review account will be managed pursuant to subsection 180-2.3.2.D of the Town of Frisco Unified Development Code 31(D), excluding subsection 180-31(D)(4)(c)


Section 3. Effective Date. This ordinance shall become effective in accordance with the home-rule Charter of the Town of Frisco, Colorado.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED  
THIS 12<sup>th</sup> DAY OF JUNE, 2018

TOWN OF FRISCO, COLORADO:

  
\_\_\_\_\_  
Gary Wilkinson, Mayor

ATTEST:

  
\_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk

SCHA  
2018 SUMMIT COUNTY AREA MEDIAN INCOME (AMI)  
#s outlined in RED are directly from HUD 4/1/18; other numbers have been extrapolated

Household size	HUD EXTREMELY LOW			HUD LOW	TRUE	90%	100%	110%	120%	125%	140%	160%
	INCOME	50%	60%	INCOME	80%							
1 person	\$19,050	\$31,750	\$38,100	\$50,350	\$50,800	\$57,150	\$63,500	\$69,850	\$76,200	\$79,375	\$88,900	\$101,600
1.5 person	\$20,425	\$34,000	\$40,800	\$53,950	\$54,400	\$61,200	\$68,000	\$74,800	\$81,600	\$85,000	\$95,200	\$108,800
2 person	\$21,800	\$36,250	\$43,500	\$57,550	\$58,000	\$65,250	\$72,500	\$79,750	\$87,000	\$90,625	\$101,500	\$116,000
3 person	\$24,500	\$40,800	\$48,960	\$64,750	\$65,280	\$73,440	\$81,600	\$89,760	\$97,920	\$102,000	\$114,240	\$130,560
4 person	\$27,200	\$45,300	\$54,360	\$71,900	\$72,480	\$81,540	\$90,600	\$99,660	\$108,720	\$113,250	\$126,840	\$144,960
4.5 person	\$28,310	\$47,125	\$56,550	\$74,800	\$75,400	\$84,825	\$94,250	\$103,675	\$113,100	\$117,813	\$131,950	\$150,800
5 person	\$29,420	\$48,950	\$58,740	\$77,700	\$78,320	\$88,110	\$97,900	\$107,690	\$117,480	\$122,375	\$137,060	\$156,640
6 person	\$33,740	\$52,550	\$63,060	\$83,450	\$84,080	\$94,590	\$105,100	\$115,610	\$126,120	\$131,375	\$147,140	\$168,160
7 person	\$38,060	\$56,200	\$67,440	\$89,200	\$89,920	\$101,160	\$112,400	\$123,640	\$134,880	\$140,500	\$157,360	\$179,840
8 person	\$42,380	\$59,800	\$71,760	\$94,950	\$95,680	\$107,640	\$119,600	\$131,560	\$143,520	\$149,500	\$167,440	\$191,360

**FOR RENT**

**MAXIMUM AFFORDABLE MONTHLY RENT - includes utilities**

Affordability = 30% of monthly household income  
Utilities that should be included: electric, gas, water, sewer, trash & snow removal

	HUD EXTREMELY LOW			HUD LOW	TRUE	100%	110%	120%	125%	140%	160%
	INCOME	50%	60%	INCOME	80%						
Studio (1 person)	\$476.25	\$793.75	\$952.50	\$1,258.75	\$1,270.00	\$1,587.50	\$1,746.25	\$1,905.00	\$1,984.38	\$2,222.50	\$2,540.00
1 bed (1.5 person)	\$510.63	\$850.00	\$1,020.00	\$1,348.75	\$1,360.00	\$1,700.00	\$1,870.00	\$2,040.00	\$2,125.00	\$2,380.00	\$2,720.00
2 bed (3 person)	\$612.50	\$1,020.00	\$1,224.00	\$1,618.75	\$1,632.00	\$2,040.00	\$2,244.00	\$2,448.00	\$2,550.00	\$2,856.00	\$3,264.00
3 bed (4.5 person)	\$707.75	\$1,178.13	\$1,413.75	\$1,870.00	\$1,885.00	\$2,356.25	\$2,591.88	\$2,827.50	\$2,945.31	\$3,298.75	\$3,770.00
4 bed (6 person)	\$843.50	\$1,313.75	\$1,576.50	\$2,086.25	\$2,102.00	\$2,627.50	\$2,890.25	\$3,153.00	\$3,284.38	\$3,678.50	\$4,204.00

**FOR SALE**

**MAXIMUM MONTHLY PRINCIPAL AND INTEREST PAYMENT**

Based on using the affordable monthly payment above, less \$350/month (as an allowance to cover taxes, insurance and HOA dues)

	HUD EXTREMELY LOW			HUD LOW	TRUE	100%	110%	120%	125%	140%	160%
	INCOME	50%	60%	INCOME	80%						
Studio (1 person)	\$126.25	\$443.75	\$602.50	\$908.75	\$920.00	\$1,237.50	\$1,396.25	\$1,555.00	\$1,634.38	\$1,872.50	\$2,190.00
1 bed (1.5 person)	\$160.63	\$500.00	\$670.00	\$998.75	\$1,010.00	\$1,350.00	\$1,520.00	\$1,690.00	\$1,775.00	\$2,030.00	\$2,370.00
2 bed (3 person)	\$262.50	\$670.00	\$874.00	\$1,268.75	\$1,282.00	\$1,690.00	\$1,894.00	\$2,098.00	\$2,200.00	\$2,506.00	\$2,914.00
3 bed (4.5 person)	\$357.75	\$828.13	\$1,063.75	\$1,520.00	\$1,535.00	\$2,006.25	\$2,241.88	\$2,477.50	\$2,595.31	\$2,948.75	\$3,420.00
4 bed (6 person)	\$493.50	\$963.75	\$1,226.50	\$1,736.25	\$1,752.00	\$2,277.50	\$2,540.25	\$2,803.00	\$2,934.38	\$3,328.50	\$3,854.00

**MAXIMUM SALES PRICE**

Based on interest rate of **5.45%**, 30 year term, and 90% LTV. (Interest rate reflects the FHLMC 10 year trailing average, years 2008 - 2017)

	HUD EXTREMELY LOW			HUD LOW	TRUE	100%	110%	120%	125%	140%	160%
	INCOME	50%	60%	INCOME	80%						
Studio (1 person)	\$24,843	\$87,320	\$118,558	\$178,821	\$181,035	\$243,511	\$274,749	\$305,988	\$321,607	\$368,464	\$430,941
1 bed (1.5 person)	\$31,607	\$98,388	\$131,840	\$196,531	\$198,744	\$265,649	\$299,101	\$332,553	\$349,279	\$399,457	\$466,361
2 bed (3 person)	\$51,654	\$131,840	\$171,983	\$249,660	\$252,268	\$332,553	\$372,695	\$412,837	\$432,909	\$493,122	\$573,407
3 bed (4.5 person)	\$70,397	\$162,956	\$209,321	\$299,101	\$302,052	\$394,783	\$441,149	\$487,514	\$510,697	\$580,245	\$672,976
4 bed (6 person)	\$97,109	\$189,644	\$241,347	\$341,653	\$344,753	\$448,159	\$499,862	\$551,565	\$577,417	\$654,971	\$758,377

Effective 4/01/2018

THESE FIGURES ARE SUBJECT TO CHANGE WITHOUT NOTICE

## EXISTING CONDITIONS



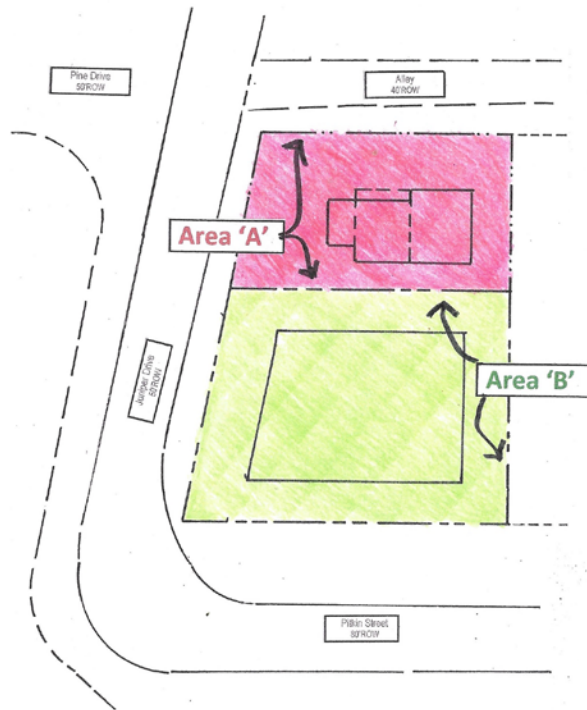
### **Area 'A':** Approx. 4,131 Sq. Ft. 1st Ave ROW

- Un-maintained & un-utilized segment of Town ROW
- Existing ROW land deemed unnecessary by both Town of Frisco Public Works & Summit County Road & Bridge
- *Negative:* Non-property tax generating land parcel
- *Negative:* Visually unaesthetic public street-scape
- *Negative:* No public benefit realized by this land

### **Area 'B':** Approx. 10,500 Sq. Ft. SF Lot

- One single family house & a detached garage
- *Negative:* Dilapidated & structurally unsound 1955 house.
- *Negative:* No available Community or Workforce Housing

## PROPOSED IMPROVEMENTS



### **Area 'A':** Approx. 4,131 Sq. Ft. SF Lot

- *Positive:* Provides for a 'Town of Frisco Property Deed-Restricted Workforce Housing'
- *Positive:* No Monetary Cost to Town of Frisco
- *Positive:* New Property tax-generating land parcel
- *Positive:* 'Vacation of ROW' meets Frisco Town Code by providing 'an overriding Public interest'
- *Positive:* Reflects a Public/Private Partnership
- *Positive:* Public Benefit - Town objective realized by facilitating new Local Community Housing

### **Area 'B':** Approx. 10,500 Sq. Ft. SF Lot

- *Positive:* Improved Site & Architectural aesthetic
- *Positive:* Enhanced public street-scape Landscaping
- *Positive:* Compatible w/ existing neighborhood character
- *Positive:* Maintain low density Zoning, compliant with zoning codes, no re-zoning anticipated

# **AMENITIES:**

**New Build Single Family Home – 3 BR / 2BA**

**Oversized garage**

**Yard space** – Front and side yards Limited Common Element

**Energy efficient built home / Quality build**

**Hot water baseboard heat**

**Energy efficient windows & water heater**

**Granite** countertops

**Stainless** appliances-refrigerator, microwave, stove/oven, dishwasher

**Tile in bathroom /shower**

**Hardwood floors, carpet** in bedrooms,

**Mudroom area**

**Laundry**

**Storage**

**Outdoor yard space**

**Deck**

**Views**

**Smart, efficient architectural design**

**Frisco employment priority / No HOA fee**

**Local community oriented full time residential neighborhood, great neighbors,**

**Good location** close to Main Street, School bus stop route,  
**Bike Path, Summit Stage bus route**

“There is a demonstrated need for additional workforce housing in Frisco at multiple price points.” -- Staff Report page 11

## Affordable housing Unit comparison prices and AMI's :

### 1. SAIL LOFTS BUILDING 1 Deed Restricted Unit List –

- a. **1 BR / 1 BA AMI 130% - \$329,470**
- b. **1 BR / 1 BA AMI 120% - \$299, 185**
- c. **2 BR / 2BA AMI N/A - \$489,000 ( approx. AMI 135%)**

Unit #	Beds	Baths	Max Income	Sale Price
1102	2	2	\$97,920.00	\$332,553
1103 (ADA)	1	1	\$74,800.00	\$232,197
1106	2	2	No max	\$469,000
1202	2	2	No max	\$489,000
1203	1	1	\$95,200	\$332,553
1303	1	1	\$102,000	\$366,005

- d. AMI's range from “HUD Low Income” up to approx. 138% AMI for 2 BR/2BA

- 2. BLUE 52 - All of the five **3 BR townhomes**, which command the highest prices, will come with two-car garages. (Summit Daily April 16, 2018/ Summit Combined Housing Authority)
  - a. **\$500,000 up to \$515,000**

### 3. WELLINGTON NEIGHBORHOOD & LINCOLN PARK

The neighborhood offers homes for sale at prices affordable to our local workforce starting at from **80% of the Area Median Income (AMI) and going up to 160% of the AMI**. Deed restrictions for the neighborhood vary by home type and require full time employment in Summit County and as well as income testing in phase II.

- 4. WEST HILLS NEIGHBORHOOD- (SNAKE RIVER BASIN) 66 Total. Duplex. Triplex. Phase 1 is 25 townhomes under construction, phase 2 is a max of 41 units, likely for sale townhomes and condos in **the 70 – 120% AMI range**, summer/fall construction.

- 5. BASECAMP MICRO CONDOS – (FRISCO)  
18 Workforce units, \$238k – \$280k – 1BR / Loft style

### 6. SMITH RANCH- (SILVERTHORNE)

Approximately 215 units, town-homes, duplex, and single family homes in the **80-130% AMI range**. Low to mid \$200's up to \$500's for 4 bd.  
**Owner occupied - Restricted to 80-140% AMI**









**MEMORANDUM**

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P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: BONNIE MOINET, FINANCE DIRECTOR**  
**RE: SALE OF COYOTE VILLAGE TOWNHOMES – UNITS 1, 3 AND 7**  
**DATE: JUNE 26, 2018**

**Summary:** The Town purchased four (4) townhomes at Coyote Village Townhomes on Lots 1, 3, 4 and 7, Bills Ranch, on May 10, 2018, with the intent to resell the units as deed restricted properties. Two (2) of the units were purchased from the Capital Improvement Fund for resale to Town employees and two (2) were purchased from the SCHA 5A fund for resale to the Frisco community workforce who are employed in the Town of Frisco or within the Ten Mile Basin.

**Background and Analysis:** Town employees have been encouraged to take advantage of acquiring these units through this offering and two of the Town's employees, Casey Farrell and Calle McCartney, have applied and are qualified to purchase Unit 4 in Coyote Village. The other three units remain available for purchase, either by another qualified employee or members of the Frisco and Ten Mile Basin workforce. The purchase price for each of the units is \$332,553, which is 100% 2018 Summit County AMI. All of the units purchased by the Town are subject to Restrictive Covenants, which will be included as Exhibit A of the Agreement for Purchase and Sale. This Ordinance will expedite sales of these units by authorizing the Mayor and Town Clerk to execute Agreements when qualified buyers become eligible.

**Staff Recommendation:** Staff recommends Council approve this ordinance authorizing the sales of Units 1, 3 and 7 of Coyote Village Townhomes, located at 821 Pitkin Street, as qualified buyers become available.

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 18-07**

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL PROPERTIES OWNED BY THE TOWN AND LEGALLY DESCRIBED AS LOTS 1, 3 AND 7, BLOCK 2, BILLS RANCH, ALSO KNOWN AS 821 PITKIN STREET, UNITS 1, 3 AND 7, FRISCO, COLORADO.

WHEREAS, on March 13, 2018, the Town Council purchased certain real properties legally described as Lots 1, 3 and 7, Block 2, Bills Ranch, also known as 821 Pitkin Street, Units 1, 3 and 7, Frisco, Colorado (the "Properties"); and

WHEREAS, on May 22, 2018, the Town Council determined that the Properties should be deed-restricted for the purpose of ensuring that they remain available for purchase and occupation by employees working for the Town of Frisco or persons working for another business within the Town of Frisco or the Ten Mile Basin, and shall hereafter be held, sold and conveyed subject to the Residential Housing Restrictive Covenant and Notice of Lien that has been approved by the Town Council for use in so deed-restricting the Properties; and

WHEREAS, Colorado Revised Statutes § 31-15-713(b) authorizes the Town to sell real property, by ordinance, upon such terms and conditions as the Town Council may determine at a regular or special meeting; and

WHEREAS, the Town Council finds that it has no present governmental use for the Properties and that there has been no prior use of the Properties by the Town; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town to sell the Properties as and when offers to purchase an individual property are received from prospective buyers who meet the requirements of the Residential Housing Restrictive Covenant and Notice of Lien imposed upon that particular unit.

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

Section 1. That the Mayor and Town Clerk are hereby authorized to execute Purchase and Sale Agreements in substantially the form attached hereto, and to execute each and every other document, including but not limited to a Residential Housing Restrictive Covenant and Notice of Lien, necessary or desirable to effectuate the sales of the Properties in accordance with the terms and conditions of the Purchase and Sale Agreement and this Ordinance.

Section 2. Severability. If any section, subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect pursuant to the Home Rule Charter of the Town of Frisco, Colorado.

INTRODUCED, READ AND ORDERED PUBLISHED AND POSTED ON ITS FIRST READING PASSED THIS 26th DAY OF JUNE, 2018.

TOWN OF FRISCO, COLORADO

\_\_\_\_\_  
Gary Wilkinson, Mayor

Attest:

\_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made and entered into as of \_\_\_\_\_ 201\_, (the "Effective Date") and is by and between \_\_\_\_\_ ("Buyers") and the **TOWN OF FRISCO, COLORADO**, a municipal corporation of the State of Colorado ("Seller").

### RECITALS:

This Agreement is made with respect to the following facts:

A. Seller is the owner of the real property and all appurtenances and improvements thereon located in the County of Summit, State of Colorado more particularly described as follows:

Lot\_\_\_, Block 2, Bills Ranch, according to the plat filed August 16, 1979 under Reception Number 195060, Town of Frisco (also known as 821 Pitkin Street No. \_\_\_\_\_, referred to hereinafter as the "Property").

B. Buyer is agreeing to purchase the Property from Seller and Seller is agreeing to sell the Property to Buyer, upon the terms and conditions set forth herein.

### AGREEMENT:

In consideration of the promises and agreements of the parties contained herein, the sufficiency of which is hereby acknowledged by each of the parties hereto, Seller and Buyer do hereby promise and agree as follows:

**1. Sale and Purchase.** Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms and conditions set forth in this Agreement.

**2. Purchase Price and Earnest Money.** The purchase price for the Property (the "Purchase Price") to be paid by Buyer to Seller shall be THREE HUNDRED THIRTY-TWO THOUSAND AND FIVE HUNDRED FIFTY-THREE DOLLARS (\$332,553.00). The Purchase Price, as adjusted for net of all credits and proration provided for herein, shall be paid by Buyer to Seller at the Closing in cash or by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller.

**3. Title and Survey.**

(a) **Permitted Exceptions.** Title to the Property shall be free and clear of all liens and encumbrances, subject only to the permitted exceptions which Buyer accepts pursuant to Section 3(d) ("Permitted Exceptions"). Buyer agrees that the Permitted Exceptions shall include a Residential Housing Restrictive Covenant and Notice of Lien in substantially the form attached hereto as **Exhibit A**. At the Closing, Seller shall execute and deliver the standard form mechanic's lien affidavit used by and acceptable to Land Title Guarantee Company of

Summit County (the "Title Company") to provide for the deletion of the standard pre- printed exception from the Owner's Policy for liens arising against the Property for work or materials ordered or contracted for by Seller prior to the Closing. If a mineral reservation exists, the Buyer may request the Title Company to provide Endorsement 100.31 or a similar endorsement selected by Buyer with respect thereto, at Buyer's expense. From and after the date hereof, Seller shall not sell, convey, option, mortgage, deed in trust, encumber, lease, or contract to do any of the foregoing with respect to the Property. Promptly after the Closing, Seller shall, at Seller's expense, cause the Title Company to issue to Buyer an ALTA owner's title insurance policy insuring title to the Property in Buyer in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(b) Title Commitment. Within ten (10) days of the Effective Date, Seller shall furnish Buyer with a copy of the Title Company's Title Insurance Commitment covering the Property (the "Commitment"), committing to insure title to the Property in Buyer in the amount of the Purchase Price, subject to the requirements and exceptions set forth therein. Seller shall cause the Title Company to deliver to Buyer legible copies of all recorded instruments referred to in the Commitment (the "Title Documents"). Seller shall, within fifteen (15) days after the Effective Date, furnish to Buyer, at Seller's expense, a tax certificate from the Treasurer of Summit County confirming the payment of real estate taxes on the Property for all years prior to the year within which the Effective date falls.

(c) This section intentionally left blank.

(d) Title Defects. Within fifteen (15) business days after Buyer's receipt of the Commitment, the Title Documents, and the Additional Materials (as defined in section 4 below), Buyer shall give Seller notice of all title defects shown in the Commitment, Title Documents, and/or Additional Materials (as defined in section 4 below), which are not consented to by Buyer as Permitted Exceptions. Any and all exceptions affecting all or any portion of the Property disclosed by the Commitment (as exceptions, requirements, or otherwise), or Additional Materials which are not the subject of a notice from Buyer to Seller given within the applicable period of time, shall be deemed accepted by Buyer as Permitted Exceptions. In the event Buyer notifies Seller of any title defects shown by the Commitment, and/or Additional Materials which are not consented to and have not been consented to by Buyer as Permitted Exceptions, Seller shall, within ten (10) business days after receipt of Buyer's title objection notice, advise Buyer what, if anything, it intends to do with respect to each title matter to which Buyer objects. For purposes hereof, a title defect or exception shall be deemed cured if (i) the Title Company deletes the defect from the Commitment or (ii) the Title Company undertakes in writing to add a provision to the Owner's Policy obligating the Title Company, within the limits of such Owner's Policy, to protect Buyer against all loss or damage incurred on account of such defect or exception. Prior to or at the Closing, Seller shall discharge any and all monetary liens and monetary encumbrances on the Property, except for the Permitted Exceptions. Such liens and encumbrances, if any, may be satisfied from the proceeds of the sale of the Property. If each of the defects objected to by Buyer has not been cured on or before the last day of the Inspection Period (as hereinafter defined), Buyer may, by written notice to Seller at any time, either (i) terminate this Agreement or (ii) waive such defects and accept the same as Permitted Exceptions. In the event Buyer does not notify Seller of its decision to terminate or

waive on or before the last day of the Inspection Period, Buyer shall be deemed to have waived its objection to such defects and to have accepted such defects as Permitted Exceptions. In the event of a termination of this Agreement by Buyer pursuant to this Section 3(d), both parties shall thereupon be relieved of all further obligations hereunder.

4. **Additional Materials.** Within ten (10) business days after the Effective Date, Seller shall furnish Buyer with copies of all documents and other information concerning the Property which Seller has in its possession, if any (the "Additional Materials"). If for any reason Buyer shall not purchase the Property, Buyer shall promptly return such Additional Materials to Seller. Without limitation of the foregoing, the Additional Materials shall include true copies of all leases, surveys, easements, liens or other title matters (including, without limitation, rights of first refusal and options) that are not shown by the public records of which Seller has actual knowledge, as well as any soil reports, environmental studies, wetlands studies, geotechnical reports or any other professional reports in Seller's possession pertaining to the Property.

5. **Inspection.** Buyer shall have thirty (30) days from the Effective Date (the "Inspection Period"), to inspect and evaluate the Property to determine whether the Property is materially contaminated by any Hazardous Materials (as defined below). If any Hazardous Materials are found on the Property which materially and adversely affect the Buyer's intended use of the Property or that expose or could expose the Buyer to liability to third parties for damages or environmental remediation costs, Buyer may terminate this Agreement by written notice (the "Notice of Termination") to Seller given on or before the last day of the Inspection Period. If Buyer delivers to Seller its Notice of Termination prior to the expiration of the Inspection Period, this Agreement shall be deemed to have been terminated by Buyer. In the event of such termination both parties shall thereupon be relieved of all further rights and obligations hereunder.

6. **Property Warranty** Seller warrants and guarantees that all fixtures, equipment and appliances contained, at the time of closing, within each of the townhouse units that make up the Property shall be free from material defect in materials or workmanship for a period of one (1) year after the date of closing, and Seller shall promptly repair or replace any such item with any such defect if provided with written notice of the defect within said one-year period. Seller warrants and guarantees that all structural and mechanical elements of each of the townhouse units that make up the Property, including but not limited to windows, roof systems or components, electric, gas, plumbing and heating and/or air conditioning systems contained, at the time of closing, within each of the townhouse units that make up the Property shall be free from material defect in materials or workmanship for a period of five (5) years after the date of closing, and Seller shall promptly repair or replace any such item with any such defect if provided with written notice of the defect within said five-year period. The provisions of this section shall survive the closing of the sale of the property and shall enure to the benefit of successors to the Buyer's interest in the Property or the individual units that make up the Property.

7. **Access; Mechanics' Liens.** Buyer, its agents, employees, contractors, or subcontractors may, at all times after the Date of Seller's Acceptance, at no charge to Buyer, and

until the earlier of the Closing or the termination of this Agreement, have the right of access to the Property to test, inspect, and evaluate the Property as Buyer deems appropriate. Buyer shall promptly restore any alterations made to the Property by Buyer, or at Buyer's instance or request, and Buyer shall pay for all work performed on the Property by Buyer, or at Buyer's instance or request, as such payments come due. Any and all liens on any portion of the Property resulting from the actions or requests or otherwise at the instance of Buyer shall be removed by Buyer at its expense within fifteen (15) days after notice thereof is given to Buyer. Buyer shall, at Buyer's expense, defend, indemnify, and hold harmless Seller from and against any and all obligations, claims, loss, and damage, including costs and attorneys' fees, resulting from or related to Buyer's access to the Property.

**8. Seller's Representations.** Seller hereby represents to Buyer as of the date of this Agreement and as of the Closing as follows:

(a) No Violations. To the best of Seller's knowledge, the Property is not in violation, nor has been or is currently under investigation for violation of any federal, state, or local laws, ordinances or regulations;

(b) Non-Foreign Person. Seller is not a "foreign person" as that term is defined in the federal Foreign Investment in Real Property Tax Act of 1986, the 1984 Tax Reform Act, as amended, and Section 1455 of the Internal Revenue Code, and applicable regulations and, at Closing, will deliver to Buyer a certificate standing that Seller is not a "foreign person" as defined in said laws in a form complying with the federal tax law;

(c) Fee Title. Seller owns good and marketable fee simple title to the Property and has the authority to enter into and execute this Agreement. Except as disclosed in connection with the Permitted Exceptions, the Property is not subject to any leasehold or other possessory interests of any person or entity except Seller;

(d) Hazardous Materials. To the best of Seller's actual knowledge, without any special investigation, since Seller acquired the Property, Seller has not caused or contributed to: (i) any toxic or Hazardous Materials being present on, over, under, or around the Property, (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport, and/or disposal of any toxic or Hazardous Materials on, over, under, or around the Property, (iii) any failure to comply with any applicable local, state, or federal environmental laws, (iv) any spills, releases, discharges, or disposal of toxic or Hazardous Material that have occurred or are presently occurring on or onto the Property or any adjacent properties, or (v) any spills or disposal of toxic or Hazardous Materials that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. The term "Hazardous Materials" includes, but is not limited to, substances defined as Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Hazardous Materials Transportation Act, as amended, the Toxic Substances Control Act, or any other law, statute, rule, or regulation pertaining to the protection of the environment or the health and safety of persons or property; in addition, except as disclosed in any Additional Materials, Seller represents and warrants to Buyer that to the best of



its knowledge and belief, there are no soils, environmental, geological or structural problems affecting the Property.

(e) Materiality of Representations. Each of the representations made by Seller in this Agreement, or in any document or instrument delivered pursuant hereto shall be true and correct in all material respects on the Date of Seller's Acceptance and the date of delivery of such document or instrument, and shall be deemed to be made again as and at the date of the Closing and shall then be true and correct in all material respects. The material truth and accuracy of each of the representations and the material performance of all covenants of Seller contained in this Agreement are conditions precedent to the Closing.

**9. Closing.** The closing of the sale of the Property from Seller to Buyer (the "Closing") shall take place at 10:00 a.m. in the offices of the Title Company on such date that is Forty-five (45) days from the Effective Date, or such other later date that may be mutually agreed upon in writing by the parties hereto. At the Closing:

(a) Buyer shall pay to Seller the Purchase Price in cash or by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller.

(b) General real property taxes and assessments for the year in which the Closing occurs shall be apportioned between the parties based upon the most recent levy and assessment, but such apportionment shall, if necessary, be subject to readjustment between the parties upon final billing therefor. Buyer shall receive a credit at Closing for Seller's share of such taxes. Seller shall be responsible for payment of the real property taxes and assessments due for the tax period prior to Closing and the Title Company shall remit payment of all such taxes to the Summit County Treasurer just as soon as is practical after the Closing. Buyer shall request the cancellation of all applicable property taxes and assessments as required under Colorado law at the earliest possible date.

(c) Seller shall convey fee simple title to the Property to Buyer by general warranty deed, free and clear of any and all taxes, assessments, liens, encumbrances, and other matters which would affect title, subject only to the Permitted Exceptions (the "Deed").

(d) Seller shall, at its expense, cause the Title Company to deliver to Buyer an unconditional written commitment to issue to Buyer its ALTA owner's policy (the "Owner's Policy") insuring title to the Property in Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions.

(e) At Closing, Seller shall deliver exclusive possession of the Property to Buyer and, except as otherwise agreed to in writing between the Buyer and Seller, Seller shall have removed from the Property all personal property of the Seller located thereon or therein.

(f) The parties shall each do or cause to be done such other matters and things as shall be reasonably necessary to close the transaction contemplated herein. Each party shall pay one-half (½) of any charges imposed by the Title Company to prepare the closing

documents and provide similar closing services but in no event shall Buyer's portion of such expenses and charges exceed \$250.00 ("Buyer's Title Costs"); Seller shall be responsible for and pay any excess closing costs which exceed Buyer's Title Costs and further, shall pay the premium charged by the Title Company for the Owner's Policy, and Buyer shall pay all recording, documentary, and similar fees incurred in connection with the Closing. The parties shall prorate all other items of income and expense in accordance with the customary practice in the Summit County, Colorado area.

(g) Buyer and Seller acknowledge and agree that pursuant to section 160-15.B of the Town Code, the purchase and sale of the Property is exempt from the real estate investment fee imposed by Article II of Chapter 160 of the Town Code.

**10. Brokerage Commissions.** Buyer and Seller each hereby warrant and represent to the other that any real estate broker's or agent's fees that each, respectively, may incur in connection with the purchase and sale of the Property, shall be paid by each, respectively.

**11. Assignment.** This Agreement shall be binding and effective on and inure to the benefit of the successors and assigns of the parties hereto. Any assignment hereof shall be in writing and shall require the prior written consent of Seller.

**12. Attorneys' Fees.** In the event that a lawsuit is brought to enforce or interpret all or any portion of this Agreement, the prevailing party in such suit shall be entitled to recover, in addition to any other relief available to such party, reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with such suit.

**13. Remedies.** In the event of any breach or default under this Agreement by Buyer prior to Closing, Seller shall, as Seller's only remedy, be entitled to terminate this Agreement and receive and retain all Earnest Money as Liquidated damages not to be considered a penalty. The parties agree that said payment of Earnest Money shall be Seller's sole remedy if Buyer fails to perform its purchase obligation under this Agreement, and Seller expressly waives the remedies of specific performance and any claim for damages. In the event of any breach or default by Seller at or prior to Closing, Buyer may elect to treat this Agreement as terminated, or Buyer may elect to treat this Agreement as being in full force and effect and may seek specific performance from a court of competent jurisdiction. In the event of any breach or default by Seller after Closing, Buyer shall have a claim for damages, or specific performance, or both damages and specific enforcement from a court of competent jurisdiction.

**14. Notices.** All notices provided for herein shall be in writing and shall be deemed given to a party when a copy thereof, addressed to such party as provided herein, is actually delivered, by personal delivery or by commercial courier at the address of such party as provided below. All notices to Buyer shall be addressed to Buyer at the following addresses or such other addresses of which Buyer gives Seller notice hereunder:

If to Buyer:

All notices to Seller shall be addressed to Seller at the following addresses or such other addresses of which Seller gives Buyer notice hereunder:

If to Seller:                   Town of Frisco  
  Attn: Randy Ready, Town Manager  
  PO Box 4100  
  Frisco, CO 80443

With a copy to:               Thad W. Renaud, Esq.  
  Murray Dahl Kuechenmeister & Renaud LLP  
  710 Kipling Street, Suite 300  
  Denver, Colorado 80215

**15. Governing Law.** The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

**16. Condemnation.** In the event that any portion of the Property shall be taken in condemnation or under the right of eminent domain after the date of mutual execution hereof and before the Closing, Seller or Buyer may declare this Agreement to be null and void and all parties shall be released from any further obligations hereunder, except as expressly provided in this Agreement, or the parties may agree that the description of the Property will be modified to exclude the portion of the Property so condemned and the Purchase Price shall be reduced in proportion to the percentage of the land area of the Property condemned. Seller shall be entitled to retain all proceeds of such condemnation action and to assert all of the rights of the respondent in such condemnation proceeding, whether occurring before or after the Closing.

**17. Partial Invalidity.** In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction prior to Closing, this Agreement shall be deemed void, and both parties shall be relieved of any further rights and obligations hereunder.

**18. Computation of Time.** If any event or performance hereunder is scheduled or required to occur on a date which is on Saturday, Sunday, or legal state or federal holiday in Frisco, Colorado, the event or performance shall be required to occur on the next day which is not a Saturday, Sunday, or legal state or federal holiday in Frisco, Colorado.

**19. Time.** Time is of the essence with respect to each provision requiring performance within a stated period of time.

**20. Counterparts; Execution.** This Agreement may be executed in counterparts and, when counterparts of this Agreement have been executed and delivered by both

of the parties hereto, this Agreement shall be fully binding and effective, just as if both of the parties hereto had executed and delivered a single counterpart hereof.

**21. Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior commitments, understandings, warranties, and negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Agreement shall be made or deemed to have been made unless in writing, executed by the party or parties to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending that it be valid and effective from the date set forth above as the "Effective Date."

SELLER:

BUYERS:

TOWN OF FRISCO  
a Colorado municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Gary Wilkinson  
Title: Mayor

\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deborah Wohlmuth, Town Clerk

**ACKNOWLEDGMENT OF SELLER:**

STATE OF COLORADO )  
 ) ss:  
COUNTY OF SUMMIT)

The foregoing Agreement for Purchase and Sale of Real Property was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by Gary Wilkinson and Deborah Wohlmuth, the Mayor and Town Clerk, respectively of the Town of Frisco, Colorado, a municipal corporation of the State of Colorado.

WITNESS my hand and official seal.  
My commission expires:\_\_\_\_\_.

[Seal] \_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF BUYER:**

STATE OF COLORADO )  
 ) ss:  
COUNTY OF SUMMIT )

The foregoing Agreement for Purchase and Sale of Real Property was acknowledged before me this \_\_\_\_\_, day of \_\_\_\_\_, 201\_, by\_\_\_\_\_.

WITNESS my hand and official seal.  
My commission expires:\_\_\_\_\_.

[Seal] \_\_\_\_\_  
Notary Public

**Exhibit A**

**Form of Residential Housing Restrictive Covenant and Notice of Lien**

**RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF LIEN  
FOR UNITS \_\_\_ AND \_\_\_, OF COYOTE VILLAGE TOWNHOMES, BLOCK 2,  
BILLS RANCH, ALSO KNOWN AS 821 PITKIN STREET  
TOWN OF FRISCO,  
SUMMIT COUNTY COLORADO**

This Residential Housing Restrictive Covenant and Notice of Lien for Units \_\_\_ and \_\_\_, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, Summit County, Colorado, (this "Restriction,") is made this 22<sup>nd</sup> day of May, 2018, by the Town of Frisco, a Colorado municipal corporation (hereinafter referred to as "Town").

**RECITALS:**

WHEREAS, Town is the Owner of that certain real estate located in the County of Summit, State of Colorado, and legally described as follows: Units \_\_\_ and \_\_\_, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, according to the plat thereof now on file in the Office of the Clerk and Recorder for Summit County, Colorado, under Reception No. \_\_\_\_\_ (hereinafter referred to as the "Property"); and

WHEREAS, the Town intends to create a valid and enforceable covenant running with the Property, which Property will be owned and occupied by individuals who are Employees of the Town of Frisco, subject to the allowances and limited exceptions provided for herein; and

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town hereby declares that the Property shall hereafter be held, sold, and conveyed subject to the following covenants, restrictions, and conditions, all of which shall be covenants running with the land, and which are for the purposes of ensuring that the Property remains available for purchase and occupation by persons working for the Town of Frisco in Summit County, Colorado, as moderately priced housing, and protecting the value and desirability of the Property, and which covenants, restrictions, and conditions shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the Owner of the Property, the Summit Combined Housing Authority, and the Town.

**ARTICLE I**  
**DEFINITIONS**

1.1. Definitions. The following words, when used in this Restriction, shall have the following meanings and the use of capitalization or lower case letters in references to the following terms shall have no bearing on the meanings of the terms:

A. A "Dependent" shall mean a person, including a spouse of, a child of, a step-child of, a child in the permanent legal custody of, or a parent of, a Resident, whose principal place of residence is in the same household as such Resident, and who is financially dependent upon the support of the Employee. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as amended.

B. "Eligible Household" means a household with assets not exceeding \$250,000 (excluding Retirement Accounts), which includes at least one Employee, and that has been approved by the Town so as to allow for the execution by the Town of the form of approval set forth in Section 5.3 of this Restriction. A household's assets for purposes of determining whether such household meets this definition of eligibility shall be determined at the time of purchase or, if applicable, commencement of leasehold occupancy.

C. "Employee" means an individual working year round, full-time for the Town of Frisco.

D. "First Mortgage" means a Mortgage which is recorded senior to any other Mortgage against the Property to secure a loan used to purchase Property.

E. "Household" means one or more persons who intend to live together in the premises of a dwelling unit as a single housekeeping unit but does not mean a group of four (4) or more persons unrelated by blood, adoption or marriage.

F. "HUD" means the U.S. Department of Housing and Urban Development.

G. "Maximum Resale Price" means that maximum Purchase Price that shall be paid by any purchaser of the Property, other than the initial purchaser who acquires the Property from the Town, as determined in accordance with the provisions of Section 8.3 of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Property.

H. "Mortgage" means a consensual interest created by a real estate mortgage, a deed of trust on real estate, or the like.

I. "Mortgagee" means any grantee, beneficiary, or assignee of a Mortgage.



- J. "Owner" means the record owner of the fee simple title to the Property.
- K. "Permitted Improvements" means such additions and/or improvements as are allowed and may be approved by the SCHA or the Town.
- L. "Purchase Money Mortgage" means a Mortgage given by an Owner to the extent that it is: (a) taken or retained by the seller of the Property to secure all or part of the payment of the Purchase Price; or (b) taken by a person who by making advances, by making a loan, or by incurring an obligation gives value to enable the Owner to acquire the Property if such value is in fact so used.
- M. "Purchase Price" shall mean all consideration paid by the purchaser to the seller for the Property, but shall EXCLUDE any proration amounts, taxes, costs and expenses of obtaining financing, cost of furnishings or personal property, lenders fees, title insurance fees, closing costs, inspection fees, real estate purchase and/or sales commission(s) or other fees and costs related to the purchase of the Property but not paid directly to Seller.
- N. "Qualified Owner" means natural person(s) that meet(s) the definitions of both an Employee and an Eligible Household, or non-qualified Owner under Section 5.1.B., qualified and approved by SCHA or the Town in such manner that will allow SCHA or the Town to execute, on an instrument of conveyance, a copy of the language set forth in Section 5.3 below.
- O. "Retirement Account" shall mean a savings plan that offers tax advantages to an individual depositor to set aside money for retirement.
- P. "SCHA" means the Summit Combined Housing Authority.
- Q. "Town" means the Town of Frisco, State of Colorado.
- R. "Transfer" or "transferred" means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of the Property is transferred and the Owner obtains title.

**ARTICLE II**  
**PURPOSE**

The purpose of this Restriction is to restrict ownership, occupancy and sale of the Property in such a fashion as to provide, on a permanent basis, moderately priced housing to be occupied by Eligible Households, which Eligible Households, because of their income, may not otherwise be in a position to afford to purchase, own, and occupy other similar properties, and to help establish and preserve a supply of moderately priced housing to help meet the needs of the Town of Frisco and employees working for the Town of Frisco.

**ARTICLE III**  
**RESTRICTION AND AGREEMENT BINDS THE PROPERTY**

This Restriction shall constitute covenants running with title to the Property as a burden thereon, for benefit of, and enforceable by, the Town, the SCHA and their respective successors and assigns, and this Restriction shall bind the Town and all subsequent Owners of the Property. Each Owner, upon acceptance of a deed to the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during the Owner period of ownership of the Property. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance.

**ARTICLE IV**  
**NATURAL PERSONS**

Other than use by the SCHA or the Town, the use and occupancy of the Property shall be limited exclusively to housing for natural persons who meet the definition of an Eligible Household.

**ARTICLE V**  
**OWNERSHIP RESTRICTIONS**

5.1. Ownership and Occupancy Obligation.

A. Except as provided in Section 5.1.B. hereof, ownership of the Property is hereby limited exclusively to an individual that is an Employee and a member of an Eligible Household (and his/her spouse).

B. The Town, or, upon the written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion, a non-qualifying natural person or entity may purchase the Property; provided, however, that by taking title to the Property, such Owner, other than the Town, shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner, other than the Town, who does not qualify as an Eligible Household shall rent the Property to an Eligible Household as more fully set forth in Section 7.1 of this Restriction, and shall not occupy or use the Property for the Owner's own use or leave the Property vacant.

5.2. Sale and Resale. In the event that the Property is sold, resold, transferred and/or conveyed without compliance with this Restriction, SCHA or the Town shall have the remedies set forth herein, including, but not limited to, the rights set forth in Section 8.5. Except as otherwise provided herein, each and every conveyance of the Property, for any and all purposes, shall be deemed to include and incorporate the terms and conditions of this Restriction.

5.3. Compliance. Any sale, transfer, and/or conveyance of the Property shall be wholly null and void and shall confer no title whatsoever upon the purported transferee unless (i) there is recorded in the real property records for Summit County, Colorado, along with the instrument of conveyance evidencing such sale, transfer or conveyance, a completed copy of the "Notice of Lien and Memorandum of Acceptance of Residential Housing Restrictive Covenant for Units \_\_\_ and \_\_\_, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, Summit County, Colorado" attached hereto as Exhibit A, which copy is executed by the transferee and acknowledged by a Notary Public, and (ii) the instrument of conveyance evidencing such sale, transfer, and/or conveyance, or some other instrument referencing the same, bears the following language followed by the acknowledged signature of either the director or some other authorized representative of the SCHA or by the Mayor of the Town , to wit:

"The conveyance evidenced by or referenced in this instrument has been approved by the Summit Combined Housing Authority or Town of Frisco as being in compliance with the Residential Housing Restrictive Covenant for Units \_\_\_ and \_\_\_ of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin, Frisco, Colorado, Summit County, Colorado, recorded in the records of Summit County, Colorado, on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, at Reception No. \_\_\_\_\_."

Each sales contract, or lease as the case may be, for the Property shall also (a) recite that the proposed purchaser has read, understands and agrees to be bound by the terms of this Restriction; and (b) require the proposed purchaser and/or lessee to submit such information as may be required by the Town or the SCHA under its rules and regulations or policies adopted for the purpose of ensuring compliance with this Restriction.

5.4. Refinance Restriction. The Owner shall not encumber the Property in an amount in excess of the Purchase Price.

**ARTICLE VI**  
**ORIGINAL SALE OF THE PROPERTY**

6.1 Initial Purchase Price. Except as may be permitted under Section 5.1.B. above, the Property shall be sold to an initial purchaser (and his/her spouse) who is an Employee and a member of an Eligible Household at a Purchase Price of \$332,553.

**ARTICLE VII**  
**USE RESTRICTIONS**

7.1. Occupancy. Except as otherwise provided in this Restriction, the Property shall, at all times, be occupied as a principal place of residence by an Owner, or, if applicable, an Authorized Lessee, (along with his or her Dependents) who, at the time of purchase, or in the case of an Authorized Lessee at the time of occupancy, of the Property, qualified as an Employee and a member of an Eligible Household. In the event that any Owner ceases to occupy the Property as his or her principal place of residence, or any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by an Eligible Household for a period of 90 consecutive days, the Owner of the Property shall, within 10 days of ceasing such occupation, notify the SCHA or the Town of the same and the Property shall, within 30 days of the Owner having vacated or left vacant the Property make the Property available for purchase pursuant to the terms of this Restriction. Any Owner who fails to occupy his or her Property for a period of 90 consecutive days shall be deemed to have ceased to occupy the Property as his or her principal place of residence; however, an Owner who has established the Property as his or her principal place of residence shall not be considered to have ceased occupancy of the Property during such period of time as the Owner is serving on active duty with the United States Armed Services.

7.2. Rental. Under no circumstances shall the Property be leased or rented for any period of time without the prior written approval of the SCHA or the Town, which approval may be conditioned, in the SCHA's or Town's sole and absolute discretion, on the lease or rental term being limited to a twelve (12) month period either consecutively or in the aggregate during the Owner's ownership of the Property. In the event that the Property, or any portion thereof, is leased or rented without compliance with this Restriction, such rental or lease shall be wholly null and void and shall confer no right or interest whatsoever to or upon the purported tenant or lessee. Any rental approved by the SCHA or the Town shall be to an Eligible Household at such rental rates as shall be established by the SCHA and approved by the Town, or as may be established by the Town from time to time, and, if no such rental rates have been established, at a monthly rental rate that shall not exceed one-hundred percent (100%) of the most recent Fair Market Rent amounts published by the U.S. Department of Housing and Urban Development (or any successor index thereto acceptable to SCHA or the Town in its reasonable discretion) (such lessee being referred to herein as an "Authorized Lessee").

7.3 Involuntary Sales.

A. In the event Owner changes residence or ceases to utilize the Property as his or her exclusive and permanent place of residence, or in the event any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by an Eligible Household for a period of 90 consecutive days, as determined by the SCHA or the Town, the Property shall be offered for sale pursuant to the provisions of Article VIII of this Restriction. The SCHA or the Town may further require the Owner to rent the Property in accordance with the provisions of Section 7.2 above.

B. In the event an Owner's status as a full time, year-round employee for the Town of Frisco ceases, the Property shall, within six (6) months after termination of employment, be offered for sale pursuant to the provisions of Article VIII of this Restriction. The SCHA or the Town may further require the Owner to rent the Property in accordance with the provisions of Section 7.2. above.

7.4 Ownership Interest in Other Residential Property. Except with respect to a non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B., if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property or land, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred (120) days of its listing required hereunder, then the Owner shall immediately list the Property for sale pursuant to the provisions of this Restriction. It is understood and agreed between the parties hereto that, in the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties which constitute inventory in such Owner's business shall not constitute "other developed residential property or land" as that term is used in this Article.

**ARTICLE VIII**  
**RESALE OF THE PROPERTY**

8.1. Resale. The Property shall not be transferred subsequent to the original purchase from the Town except upon full compliance with the procedures set forth in this Article VIII.

8.2. Notice. In the event that an Owner shall desire to Transfer his Property, or in the event that an Owner shall be required to Transfer his Property pursuant to the terms of this Restriction, he shall notify the Town and SCHA, or such other person or entity as may be designated by the Town, in writing of his intention to Transfer his Property. The Town shall have and is hereby granted the right and option to purchase the Property. The Town shall have thirty (30) days from the date of Owner's notice of intention to transfer the Property in which to notify the Owner in writing of the Town's intent to purchase the Property and further shall have forty-five (45) days from the date of Town's notice of intent to purchase the Property to close on the purchase of the Property. Should the

Town choose not to exercise this right and option to purchase, the Property may be offered, advertised, or listed for sale by such Owner at such Owner's sole cost and expense, in any manner in which such Owner may choose. An Owner may list the Property for sale through SCHA for a commission equal to 2.0% of the sales price. The Property shall not, however, be sold, transferred and/or conveyed to any person, entity, or entities, (i) other than an Eligible Household, or non-qualified buyer under Section 5.1.B., qualified and approved by the SCHA or the Town in such as manner as will allow the SCHA or the Town to execute the approval set forth in Section 5.3 of this Restriction (a "Qualified Buyer"), and (ii) for consideration to be paid by such Eligible Household that exceeds the Maximum Resale Price as such is determined pursuant to the provisions of this Article VIII.

8.3. Maximum Resale Price.

A. The Maximum Resale Price of a Property shall be equal to the sum of:

- (1) the Purchase Price paid by the Owner for the Property;
- (2) plus an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month) from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually;
- (3) plus the amount of any commission payable to the SCHA.

B. Owner shall be responsible for ensuring that at resale the Property is clean, the appliances are in working order, and that there are no health or safety violations regarding the Property.

C. No Owner shall permit any prospective buyer to assume any or all of the Owner customary closing costs or accept any other consideration which would cause an increase in the Purchase Price above the bid price so as to induce the Owner to sell to such prospective buyer.

8.4 Non-Qualified Transferees. In the event that title to the Property vests in individuals and/or entities who are not a Qualified Buyer (hereinafter "Non-Qualified Transferee(s)") by descent, by foreclosure and/or redemption by any lien or mortgage holder (except any holder of a HUD - insured First Mortgage), or by operation of law or any other event, SCHA or the Town may elect to notify the non-qualified transferee that it must sell the Property in accordance with Section 8.5. The non-qualified transferee shall not: (i) occupy the Property; (ii) rent all or any part of the Property, except in strict compliance with this Restriction; (iii) engage in any business activity on or in the Property; (iv) sell or otherwise Transfer the Property except in accordance with this Restriction; or (v) sell or otherwise Transfer the Property for use in trade or business.

8.5 Sales to Preserve as Affordable Housing.

A. In the event the Property is occupied, transferred or leased in violation of this Restriction, SCHA or the Town may, at its sole discretion, notify an Owner that it must immediately list the Property for sale (including the execution of a listing contract with, and the payment of the specified fees) by SCHA. The highest bid by a Qualified Owner for not less than ninety-five percent (95%) of the Maximum Sale Price shall be accepted by the Owner; provided, however, if the Property is listed for a period of at least ninety (90) days and all bids are below ninety-five percent (95%) of the Maximum Sale Price, the Property shall be sold to a Qualified Owner that has made the highest offer for at least the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment.

B. If required by SCHA or the Town, the Owner shall: (i) consent to any sale, conveyance or transfer of such Property to a Qualified Owner; (ii) execute any and all documents necessary to do so; and (iii) otherwise reasonably cooperate with SCHA or the Town to take actions needed to accomplish such sale, conveyance or transfer of such Property. For this purpose Owner constitutes and appoints SCHA and the Town as its true and lawful attorney-in-fact with full power of substitution to complete or undertake any and all actions required under this Section 8.5.B. It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked. Owner specifically agrees that all power granted to SCHA and the Town under this Restriction may be assigned by either of them to their respective successors or assigns.

C. In order to preserve the affordability of the Units for persons of low to moderate income, SCHA or the Town, or their respective successors, as applicable, shall also have and are hereby granted the right and option to purchase the Property, exercisable within a period of thirty (30) calendar days after notice is sent by SCHA or the Town to the Owner that requires the Owner to sell the Property pursuant to this Section 8.5. SCHA or the Town shall complete the purchase of the Property within thirty (30) calendar days after exercising its option hereunder for a price equal to the lesser of the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment, or the Maximum Sale Price. SCHA or the Town may assign its option to purchase hereunder to an eligible purchaser which, for the purpose of this Section 8.5(c), shall be a Qualified Owner.

D. In all situations in which the provisions of this Section 8.5 apply, SCHA or the Town may alternatively require the Owner to rent the Property to an Eligible Household in accordance with the requirements and limitations of this Restriction.

**ARTICLE IX**  
**FORECLOSURE**

9.1 Release. Subject to the process and rights set forth in this Article IX below, this Restriction shall be deemed released as to the Property in the event of (i) the issuance of a

public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure by the holder of a HUD-insured or other First Mortgage, or (ii) the acceptance of a deed in lieu of foreclosure by the holder of a HUD-insured or other First Mortgage. This Restriction shall also automatically terminate and be released as to the Property upon the assignment to HUD of an HUD-insured mortgage encumbering the Property. The Town, in its sole discretion, may elect to release a Property from this Restriction in the event of (1) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure of the Town's lien, as defined in Section 9.2, or (2) the acceptance of a deed in lieu of foreclosure by the Town in connection with the Town's Lien. If the Town chooses to terminate this Restriction with respect to a particular Property, the Town shall record a document referencing such termination in the real property records of the County. Any and all claims of the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

## 9.2 Lien.

A. The SCHA and the Town shall have, and are hereby granted, a lien against the Property ("SCHA's Lien" or "Town's Lien") to secure payment of any amounts due and owing the SCHA or the Town pursuant to this Restriction including: the SCHA's or the Town's sale proceeds and/or amounts due to the SCHA or the Town in the event of a foreclosure of a First Mortgage and to secure the obligations to the SCHA or the Town hereunder. The SCHA's Lien and the Town's Lien on the Property shall be superior to all other liens and encumbrances except the following:

- (1) liens and encumbrances recorded prior to the recording of this Restriction and Agreement;
- (2) real property ad valorem taxes and special assessment liens duly imposed by Colorado governmental or political subdivision or special taxing districts;
- (3) liens given superior priority by operation of law; and
- (4) the lien of any First Mortgage against the Property.

B. Recording of this Restriction constitutes record notice and perfection of the SCHA's Lien and the Town's Lien. No further recordation of any claim of lien is required. However, the SCHA or the Town may elect to prepare, and record in the Office of the County Clerk and Recorder of the County, a written notice of lien. By virtue of the SCHA's Lien or the Town's Lien, the SCHA or the Town shall have the rights granted a lienor under C.R.S. 38-38-101 *et seq.*, and the SCHA or the Town shall be entitled to file such notices and other information necessary to preserve its rights, as a lienor, to cure and redeem in foreclosure of the Property, as provided by C.R.S. 38-38-101 *et seq.* In addition, unless otherwise instructed by the SCHA or the Town in writing, the Owner shall sign, acknowledge, and cooperate in SCHA's or the Town's recording in the County Clerk and Recorder's Office immediately subsequent to the recording of the First Mortgage, a notice of the SCHA's Lien or the Town's Lien, substantially in the form attached hereto as



Exhibit A, in order to assure that the SCHA or the Town receives notice in the event of the foreclosure of the First Mortgage pursuant to this Article. The notice shall not alter the priority date of the SCHA's Lien or the Town's Lien as established herein.

C. The sale or other transfer of the Property shall not affect the SCHA's Lien or the Town's Lien. No sale or deed in lieu of foreclosure shall relieve the Owner from continuing personal liability for payment of his or her obligations hereunder. The SCHA's Lien or the Town's Lien does not prohibit actions or suits to recover sums due pursuant to this Restriction and Agreement, or to enforce the terms of this Restriction, or to prohibit the SCHA or the Town from taking a deed in lieu of foreclosure.

### 9.3 SCHA's and Town's Option to Redeem and to Buy.

A. Foreclosure/SCHA's or Town's Option to Redeem. In the event of a foreclosure, the SCHA and the Town shall be entitled to receive notice of the foreclosure proceedings as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of the Property that are junior to the First Mortgage (as provided in C.R.S. §38-38-101 *et seq.*, or any succeeding statute). The SCHA and the Town shall have a right of redemption, and such other rights as a lienor in foreclosure, as its interest appears, in accordance with Colorado law governing foreclosure. The SCHA's Lien and the Town's lien is created pursuant to Section 9.2 above.

B. Deed in lieu of Foreclosure/Option to Buy. In the event that the First Mortgagee takes title to the Property by deed in lieu of foreclosure, the SCHA and the Town shall have an option to buy the Property ("Option to Buy") exercisable in accordance with this paragraph. Within three (3) days after the First Mortgagee's first attempt to secure a deed in lieu of foreclosure, the Owner shall deliver written notice to the SCHA and the Town of such intent to Transfer title. The SCHA or the Town may exercise its Option to Buy by tendering the Deed In Lieu Price (as defined below) to the First Mortgagee, within thirty (30) days from and after vesting of title to the Property in the First Mortgagee by deed in lieu of foreclosure ("Deed in Lieu Option Period"). Upon receipt of the Deed in Lieu Price, the First Mortgagee shall deliver to the SCHA or the Town a special warranty deed conveying fee simple title in and to the Property, in which event this Restriction and Agreement shall remain valid and in full force and effect. The Deed in Lieu Price shall be equal to: (i) the amounts unpaid pursuant to the First Mortgage note; (ii) any other reasonable costs incurred by the First Mortgagee that directly relate to the deed in lieu of foreclosure; and (iii) any additional reasonable costs incurred by the First Mortgagee during the Deed in Lieu Option Period that are directly related to maintenance of the Property. The First Mortgagee shall convey only such title as it received through the deed in lieu of foreclosure and will not create or suffer the creation of any additional liens or encumbrances against the Property following issuance of the deed in lieu of foreclosure to the First Mortgagee. The First Mortgagee shall not be liable for any of the costs of conveyance of the Property to the SCHA, the Town, or its designee; *however*, the First Mortgagee shall cooperate with the SCHA or the Town in calculating the Deed in Lieu Price and in the execution of the Option to Buy.

C. Upon Exercising Option. In the event that the SCHA or the Town obtains title to the Property pursuant to this Article, the SCHA, the Town or its designee may sell the Property to a Qualified Buyer, or rent the Property to third parties until such time that the Property can be sold to a Qualified Buyer. The SCHA's or the Town's subsequent sale of the Property in these circumstances shall not be subject to the Maximum Sale Price restrictions set forth in Article VIII hereof.

D. Release upon Electing Not to Exercise Options. In the event that the SCHA or the Town does not exercise its Option to Redeem as described in this Article or its Option to Buy as described above, as applicable, within the time periods set forth in this Article, this Restriction shall automatically terminate and shall be of no further force and effect, and the SCHA and the Town shall prepare and execute a release of this Restriction and, within thirty (30) days of such termination, cause such release to be recorded in the records of the Clerk and Recorder of the County. Notwithstanding the foregoing, any and all claims of the SCHA and the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.4 Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Article IX shall be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provision; (2) the rule restricting restraints on alienation; or (3) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the shorter of (x) the term of this Restriction, or (y) the period of the lives of the current duly elected and seated board of directors of the SCHA, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

## **ARTICLE X** **ENFORCEMENT**

10.1 Enforcement of This Restriction. The Owner hereby grants and assigns to SCHA or the Town the right to review and enforce compliance with this Restriction. Compliance may be enforced by SCHA or the Town by any lawful means, including without limitation, seeking any equitable relief (including, without limitation, specific performance and other equitable relief as set forth in Section 10.2 below), as well as a suit for damages; provided, however, in the event the Property is financed by a HUD-insured First Mortgage and is sold in violation of Section 8.3 hereof, such enforcement shall not include:

- A. acceleration of a mortgage;
- B. voiding a conveyance by an Owner;
- C. terminating an Owner's interest in the Property; or
- D. subjecting an Owner to contractual liability.

Notwithstanding the foregoing, in no event shall SCHA or the Town have any equitable remedies (including, but not limited to, the right to sue for specific performance or seek other equitable relief as set forth in Section 10.2) or the right to sue for damages if the Owner of the Property that was financed with a HUD-insured First Mortgage breaches or violates the terms, covenants and other provisions of Section 8.3 hereof and if to do so would violate any existing or future requirement of HUD, it being understood, however, that in such event, SCHA or the Town shall retain all other rights and remedies hereunder for enforcement of any other terms and provisions hereof, including, without limitation: (i) the right to sue for damages to reimburse SCHA or the Town, or its agents, for its enforcement costs and to require an Owner to repay with reasonable interest (not to exceed ten percent (10%) per annum) any assistance received in connection with the purchase of the Property; (ii) the right to prohibit an Owner from retaining sales or rental proceeds collected or received in violation of this Restriction; and (iii) the option to purchase granted to SCHA or the Town in Section 8.5(c) hereof. Venue for a suit enforcing compliance shall be proper in Summit County, Colorado and service may be made or notice given by posting such service or notice in a conspicuous place on the applicable Property. As part of any enforcement action on the part of SCHA or the Town, the applicable Owner shall pay all court costs and reasonable legal fees incurred by SCHA or the Town, or its agents, in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of SCHA or the Town's or its agents, attorney spent on such claims at the rates generally charged for similar services by private practitioners within the County.

10.2 Injunctive and other Equitable Relief. Owner agrees that in the event of Owner's default under or non-compliance with the terms of this Restriction, SCHA or the Town shall have the right to seek such equitable relief as it may deem necessary or proper, including, without limitation, the right to: (a) seek specific performance of this Restriction; (b) obtain a judgment from any court of competent jurisdiction granting a temporary restraining order, preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of the Property made in violation of this Restriction. Any equitable relief provided for in this Section 10.2 may be sought singly or in combination with such legal remedies as SCHA or the Town may be entitled to, either pursuant to this Restriction, under the laws of the State of Colorado or otherwise.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

11.1 Equal Housing Opportunity. Pursuant to the Fair Housing Act, the SCHA and the Town shall not discriminate on the basis of race, creed, color, sex, national origin, familial status or disability in the lease, sale, use or occupancy of the Property.

11.2 Rules, Regulations, and Standards. The SCHA shall have the authority to promulgate and adopt such rules, regulations and standards as it may deem appropriate, from time to time, for the purpose of carrying out its obligations and responsibilities

described herein, all of which rules, regulations and standards, and any amendments thereof, shall be subject to approval of the Town.

11.3 Waiver of Exemptions. Every Owner, by taking title to the Property, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

11.4 Enforcement. Except as otherwise provided herein, the SCHA, the Town, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations imposed by the provisions of this Restriction and shall be entitled to specific enforcement of the same. Failure by any party described in this paragraph to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right by such party or any other party to do so thereafter.

11.5 Expenses of Enforcement. In the event that any party entitled to enforce the terms of this Restriction shall be required to bring any action as the result of any breach of the terms of this Restriction by any Owner, the party bringing such action shall be entitled to recover from and against the Owner in breach of these Restrictions, in addition to any and all other remedies available at law or in equity, reasonable attorney's fees and costs incurred in the enforcement of these Restrictions and in the bringing of such action, and the party against whom such fees and costs are awarded shall be personally liable for the payment of such fees and costs, and such award and judgment shall constitute a lien against the Property owned by the party in breach of these Restrictions which lien may be enforced by foreclosure of the defaulting Owner's Property in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado or elimination of Owner's resale gain on the Property.

11.6 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no way affect any other provisions, it being the intent of the Town that such invalidated provision be severable.

11.7 Term. The restrictions contained herein shall run with the land and bind the land for a term of 99 years from the date that this covenant is recorded, after which time the terms of this Covenant shall be automatically extended for successive periods of 10 years.

11.8 Amendment. This restriction may be amended only by an instrument recorded in the records of Summit County executed by the Town and the then-Owner of the Property.

11.9 Successor to SCHA. In the event that, at any time during the duration of this Restriction, the SCHA ceases to exist, all reference in this Restriction to SCHA shall, thereafter, mean the Town, its successors, assigns, or any other entity designated by the Town to administer or enforce the provisions hereof, or to perform the functions of the SCHA as described herein.

11.10 No Third Party Beneficiaries. This Restriction is made and entered into for the sole protection and benefit of the SCHA, the Town and the Owner. Except as otherwise

specifically provided for herein, no other person, persons, entity or entities, including without limitation prospective buyers of the Property, shall have any right of action with respect to this Restriction or right to claim any right or benefit from the terms provided in this Restriction or be deemed a third party beneficiary of this Restriction.

11.11 Non-Liability. SCHA and Town and their respective employees, members, officers and agents shall not be liable to any Owner or third party by virtue of the exercise of their rights or the performance of their obligations under this Restriction. The parties understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Restriction, the monetary limitations or any other rights, immunities or protections afforded by the Governmental Immunity Act, CRS §§ 24-10-101, et seq., as they may be amended, or any other limitation, right, immunity or protection otherwise available to the parties.

11.12 Exhibits. All exhibits attached hereto are incorporated herein and by this reference made part hereof.

11.13 Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.

11.14 Personal Liability. Each Owner shall be personally liable for any of the transactions contemplated herein, jointly and severally with his or her co-owners.

11.15 Further Actions. The Owner and Owner's successors and assigns agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Restriction or any agreement or document relating hereto or entered into in connection herewith.

11.16 Notices. Any notice, consent or approval which is required or permitted to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Restriction. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To the Town:

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

To the Summit Combined Housing Authority:

Summit Combined Housing Authority  
P.O. Box 188  
Breckenridge, CO 80424

To the Owner:

To be determined pursuant to the Notice of Lien and Memorandum of Acceptance (as shown on Exhibit A) recorded with respect to each transfer of the Property.

11.17 Choice of Law. This Covenant and each and every related document shall be governed and constructed in accordance with the laws of the State of Colorado.

11.18 Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

11.19 Headings. Article and Section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

11.20 Signatures. Signatures to this Restriction may be in counterparts and by facsimile or scanned emailed document.

11.21 Approval. Wherever an approval is required by the SCHA or the Town, in all instances approval by the Town shall be deemed sufficient. Town "approval" shall mean approval by the Town Manager or his or her designated representative.

IN WITNESS WHEREOF, the undersigned, being the Town herein, has set its hand unto this Restriction this 22nd day of May, 2018

TOWN OF FRISCO, a Colorado municipal  
corporation

By:

\_\_\_\_\_  
Name:  
Gary Wilkinson

Title:  
Mayor



**EXHIBIT A**

**NOTICE OF LIEN AND MEMORANDUM OF ACCEPTANCE  
OF RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF  
LIEN FOR UNIT \_\_, OF \_\_\_\_\_,  
\_\_\_\_\_  
SUMMIT COUNTY, COLORADO**

WHEREAS, \_\_\_\_\_ [Buyer Name] \_\_\_\_\_, the  
"Buyer" is purchasing from \_\_\_\_\_ [Seller Name] \_\_\_\_\_,  
the "Seller," at a price of \$ \_\_\_\_\_ [purchase price amount] \_\_\_\_\_, real property  
described \_\_\_\_\_ as: \_\_\_\_\_ [Legal  
Description] \_\_\_\_\_, according to the plat recorded under  
Reception No. \_\_\_\_\_, in the real property records of the County  
of Summit, Colorado (the "Property"); and

WHEREAS, the Seller of the Property is requiring, as a prerequisite to the sale  
transaction, that the Buyer acknowledge and agree to the terms, conditions and  
restrictions found in that certain instrument entitled "Residential Housing Restrictive  
Covenant and Notice of Lien for Unit \_\_, of \_\_\_\_\_,  
Town/County, Colorado", recorded on \_\_\_\_\_, 20\_\_, under Reception No.  
\_\_\_\_\_, in the real property records of the County of Summit, Colorado (the  
"Restrictive Covenant").

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the  
Buyer:

1. Acknowledges that Buyer has carefully read the entire Restrictive  
Covenant, has had the opportunity to consult with legal and financial counsel concerning  
the Restrictive Covenant and fully understands the terms, conditions, provisions, and  
restrictions contained in the Restrictive Covenant.

2. States that the Notice to Buyer should be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Directs that this Notice be placed of record in the real estate records of the  
County of Summit, Colorado and a copy provided to the Summit County Housing  
Authority and the Town of Frisco (as defined in the Restrictive Covenant).







**MEMORANDUM**

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P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: BONNIE MOINET, FINANCE DIRECTOR**  
**RE: SALE OF COYOTE VILLAGE TOWNHOME – UNIT 4**  
**DATE: JUNE 26, 2018**

**Summary:** The Town purchased four (4) townhomes at Coyote Village Townhomes on Lots 1, 3, 4 and 7, Bills Ranch, on May 10, 2018, with the intent to resell the units as deed restricted properties. Two (2) of the units were purchased from the Capital Improvement Fund for resale to Town employees and two (2) were purchased from the SCHA 5A fund for resale to the Frisco community workforce who are employed in the Town of Frisco or within the Ten Mile Basin.

**Background and Analysis:** Town employees have been encouraged to take advantage of acquiring these units through this offering and two of the Town's employees, Casey Farrell and Calle McCartney, have applied and are qualified to purchase Unit 4 in Coyote Village. The purchase price of the unit is \$332,553, which is 100% 2018 Summit County AMI. This unit, like all of the units purchased by the Town, are subject to Restrictive Covenants; the Covenants applicable to this unit are included in your packet, as is a copy of the Agreement for Purchase and Sale.

**Staff Recommendation:** Staff recommends Council approve Ordinance 18-05 authorizing the sale of Unit 4 of Coyote Village Townhomes, located at 821 Pitkin Street, to Casey Farrell and Calle McCartney.

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 18-05**

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN AND LEGALLY DESCRIBED AS LOT 4, BLOCK 2, BILLS RANCH, ALSO KNOWN AS 821 PITKIN STREET, UNIT 4, FRISCO, COLORADO.

WHEREAS, the Town Council purchased certain real property legally described as Lot 4, Block 2, Bills Ranch, also known as 821 Pitkin Street, Unit 4, Frisco, Colorado (the "Property") with the intent of designating the unit as a deed restricted property for resale to an employee of the Town of Frisco; and

WHEREAS, the Town Council finds that it has no present governmental use for the Property and that there has been no prior use of the Property by the Town; and

WHEREAS, as a result of the offer to purchase the Property evidenced by the attached Agreement for Purchase and Sale of Real Property between the Town of Frisco and Casey J. Farrell and Calle McCartney, the Town has an opportunity to sell the Property at a purchase price that is 100% of the 2018 Summit County Area Median Income, subject to the terms and conditions set forth in the Restrictive Covenant and Notice of Lien imposed upon this unit to preserve and maintain the unit as affordable housing in perpetuity; and

WHEREAS, Colorado Revised Statutes § 31-15-713(b) authorizes the Town to sell real property, by ordinance, upon such terms and conditions as the Town Council may determine at a regular or special meeting; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town to sell the Property upon the terms and conditions set forth in the attached Agreement for Purchase and Sale of Real Property between the Town of Frisco and Casey J. Farrell and Calle McCartney, dated June 26, 2018 (the "Purchase and Sale Agreement").

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

Section 1. That the Mayor and Town Clerk are hereby authorized to execute the Purchase and Sale Agreement and to execute each and every other document necessary or desirable to effectuate the sale of the Property in accordance with the terms and conditions of the Purchase and Sale Agreement.

Section 2. Severability. If any section, subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect pursuant to the Home Rule Charter of the Town of Frisco, Colorado.

INTRODUCED, READ AND ORDERED PUBLISHED AND POSTED ON ITS FIRST READING PASSED THIS 12th DAY OF JUNE, 2018.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 26<sup>th</sup> DAY OF JUNE, 2018.

TOWN OF FRISCO, COLORADO

\_\_\_\_\_  
Gary Wilkinson, Mayor

Attest:

\_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk

## **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made and entered into as of June 26, 2018, (the "Effective Date") and is by and between Casey J. Farrell and Calle McCartney ("Buyers") and the **TOWN OF FRISCO, COLORADO**, a municipal corporation of the State of Colorado ("Seller").

### **RECITALS:**

This Agreement is made with respect to the following facts:

A. Seller is the owner of the real property and all appurtenances and improvements thereon located in the County of Summit, State of Colorado more particularly described as follows:

Lot 4, Block 2, Bills Ranch, according to the plat filed August 16, 1979 under Reception Number 195060, Town of Frisco (also known as 821 Pitkin Street No. 4, referred to hereinafter as the "Property").

B. Buyer is agreeing to purchase the Property from Seller and Seller is agreeing to sell the Property to Buyer, upon the terms and conditions set forth herein.

### **AGREEMENT:**

In consideration of the promises and agreements of the parties contained herein, the sufficiency of which is hereby acknowledged by each of the parties hereto, Seller and Buyer do hereby promise and agree as follows:

1. **Sale and Purchase.** Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms and conditions set forth in this Agreement.

2. **Purchase Price and Earnest Money.** The purchase price for the Property (the "Purchase Price") to be paid by Buyer to Seller shall be THREE HUNDRED THIRTY-TWO THOUSAND AND FIVE HUNDRED FIFTY-THREE DOLLARS (\$332,553.00). The Purchase Price, as adjusted for net of all credits and proration provided for herein, shall be paid by Buyer to Seller at the Closing in cash or by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller.

3. **Title and Survey.**

(a) **Permitted Exceptions.** Title to the Property shall be free and clear of all liens and encumbrances, subject only to the permitted exceptions which Buyer accepts pursuant to Section 3(d) ("Permitted Exceptions"). At the Closing, Seller shall execute and deliver the standard form mechanic's lien affidavit used by and acceptable to Land Title Guarantee Company of Summit County (the "Title Company") to provide for the deletion of the standard pre-printed exception from the Owner's Policy for liens arising against the Property for

work or materials ordered or contracted for by Seller prior to the Closing, and Seller shall provide for the deletion of the other standard pre-printed exceptions from the Owner's Policy. If a mineral reservation exists, the Buyer may request the Title Company to provide Endorsement 100.31 or a similar endorsement selected by Buyer with respect thereto, at Buyer's expense. From and after the date hereof, Seller shall not sell, convey, option, mortgage, deed in trust, encumber, lease, or contract to do any of the foregoing with respect to the Property. Promptly after the Closing, Seller shall, at Seller's expense, cause the Title Company to issue to Buyer an ALTA owner's title insurance policy insuring title to the Property in Buyer in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(b) Title Commitment. Within ten (10) days of the Effective Date, Seller shall furnish Buyer with a copy of the Title Company's Title Insurance Commitment covering the Property (the "Commitment"), committing to insure title to the Property in Buyer in the amount of the Purchase Price, subject to the requirements and exceptions set forth therein. Seller shall cause the Title Company to deliver to Buyer legible copies of all recorded instruments referred to in the Commitment (the "Title Documents"). Seller shall, within fifteen (15) days after the Effective Date, furnish to Buyer, at Seller's expense, a tax certificate from the Treasurer of Summit County confirming the payment of real estate taxes on the Property for all years prior to the year within which the Effective date falls.

(c) This section intentionally left blank.

(d) Title Defects. Within fifteen (15) business days after Buyer's receipt of the Commitment, the Title Documents, and the Additional Materials (as defined in section 4 below), Buyer shall give Seller notice of all title defects shown in the Commitment, Title Documents, and/or Additional Materials (as defined in section 4 below), which are not consented to by Buyer as Permitted Exceptions. Any and all exceptions affecting all or any portion of the Property disclosed by the Commitment (as exceptions, requirements, or otherwise), or Additional Materials which are not the subject of a notice from Buyer to Seller given within the applicable period of time, shall be deemed accepted by Buyer as Permitted Exceptions. In the event Buyer notifies Seller of any title defects shown by the Commitment, and/or Additional Materials which are not consented to and have not been consented to by Buyer as Permitted Exceptions, Seller shall, within ten (10) business days after receipt of Buyer's title objection notice, advise Buyer what, if anything, it intends to do with respect to each title matter to which Buyer objects. For purposes hereof, a title defect or exception shall be deemed cured if (i) the Title Company deletes the defect from the Commitment or (ii) the Title Company undertakes in writing to add a provision to the Owner's Policy obligating the Title Company, within the limits of such Owner's Policy, to protect Buyer against all loss or damage incurred on account of such defect or exception. Prior to or at the Closing, Seller shall discharge any and all monetary liens and monetary encumbrances on the Property, except for the Permitted Exceptions. Such liens and encumbrances, if any, may be satisfied from the proceeds of the sale of the Property. If each of the defects objected to by Buyer has not been cured on or before the last day of the Inspection Period (as hereinafter defined), Buyer may, by written notice to Seller at any time, either (i) terminate this Agreement or (ii) waive such defects and accept the same as Permitted Exceptions. In the event Buyer does not notify Seller of its decision to terminate or waive on or before the last day of the Inspection Period, Buyer shall be deemed to have waived

its objection to such defects and to have accepted such defects as Permitted Exceptions. In the event of a termination of this Agreement by Buyer pursuant to this Section 3(d), both parties shall thereupon be relieved of all further obligations hereunder.

**4. Additional Materials.** Within ten (10) business days after the Effective Date, Seller shall furnish Buyer with copies of all documents and other information concerning the Property which Seller has in its possession, if any (the "Additional Materials"). If for any reason Buyer shall not purchase the Property, Buyer shall promptly return such Additional Materials to Seller. Without limitation of the foregoing, the Additional Materials shall include true copies of all leases, surveys, easements, liens or other title matters (including, without limitation, rights of first refusal and options) that are not shown by the public records of which Seller has actual knowledge, as well as any soil reports, environmental studies, wetlands studies, geotechnical reports or any other professional reports in Seller's possession pertaining to the Property.

**5. Inspection.** Buyer shall have thirty (30) days from the Effective Date (the "Inspection Period"), to inspect and evaluate the Property to determine whether the Property is materially contaminated by any Hazardous Materials (as defined below). If any Hazardous Materials are found on the Property which materially and adversely affect the Buyer's intended use of the Property or that expose or could expose the Buyer to liability to third parties for damages or environmental remediation costs, Buyer may terminate this Agreement by written notice (the "Notice of Termination") to Seller given on or before the last day of the Inspection Period. If Buyer delivers to Seller its Notice of Termination prior to the expiration of the Inspection Period, this Agreement shall be deemed to have been terminated by Buyer. In the event of such termination both parties shall thereupon be relieved of all further rights and obligations hereunder.

**6. Property Warranty** Seller warrants and guarantees that all fixtures, equipment and appliances contained, at the time of closing, within each of the townhouse units that make up the Property shall be free from material defect in materials or workmanship for a period of one (1) year after the date of closing, and Seller shall promptly repair or replace any such item with any such defect if provided with written notice of the defect within said one-year period. Seller warrants and guarantees that all structural and mechanical elements of each of the townhouse units that make up the Property, including but not limited to windows, roof systems or components, electric, gas, plumbing and heating and/or air conditioning systems contained, at the time of closing, within each of the townhouse units that make up the Property shall be free from material defect in materials or workmanship for a period of five (5) years after the date of closing, and Seller shall promptly repair or replace any such item with any such defect if provided with written notice of the defect within said five-year period. The provisions of this section shall survive the closing of the sale of the property and shall enure to the benefit of successors to the Buyer's interest in the Property or the individual units that make up the Property.

**7. Access; Mechanics' Liens.** Buyer, its agents, employees, contractors, or subcontractors may, at all times after the Date of Seller's Acceptance, at no charge to Buyer, and until the earlier of the Closing or the termination of this Agreement, have the right of access to

the Property to test, inspect, and evaluate the Property as Buyer deems appropriate. Buyer shall promptly restore any alterations made to the Property by Buyer, or at Buyer's instance or request, and Buyer shall pay for all work performed on the Property by Buyer, or at Buyer's instance or request, as such payments come due. Any and all liens on any portion of the Property resulting from the actions or requests or otherwise at the instance of Buyer shall be removed by Buyer at its expense within fifteen (15) days after notice thereof is given to Buyer. Buyer shall, at Buyer's expense, defend, indemnify, and hold harmless Seller from and against any and all obligations, claims, loss, and damage, including costs and attorneys' fees, resulting from or related to Buyer's access to the Property.

**8. Seller's Representations.** Seller hereby represents to Buyer as of the date of this Agreement and as of the Closing as follows:

(a) No Violations. To the best of Seller's knowledge, the Property is not in violation, nor has been or is currently under investigation for violation of any federal, state, or local laws, ordinances or regulations;

(b) Non-Foreign Person. Seller is not a "foreign person" as that term is defined in the federal Foreign Investment in Real Property Tax Act of 1986, the 1984 Tax Reform Act, as amended, and Section 1455 of the Internal Revenue Code, and applicable regulations and, at Closing, will deliver to Buyer a certificate standing that Seller is not a "foreign person" as defined in said laws in a form complying with the federal tax law;

(c) Fee Title. Seller owns good and marketable fee simple title to the Property and has the authority to enter into and execute this Agreement. Except as disclosed in connection with the Permitted Exceptions, the Property is not subject to any leasehold or other possessory interests of any person or entity except Seller;

(d) Hazardous Materials. To the best of Seller's actual knowledge, without any special investigation, since Seller acquired the Property, Seller has not caused or contributed to: (i) any toxic or Hazardous Materials being present on, over, under, or around the Property, (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport, and/or disposal of any toxic or Hazardous Materials on, over, under, or around the Property, (iii) any failure to comply with any applicable local, state, or federal environmental laws, (iv) any spills, releases, discharges, or disposal of toxic or Hazardous Material that have occurred or are presently occurring on or onto the Property or any adjacent properties, or (v) any spills or disposal of toxic or Hazardous Materials that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. The term "Hazardous Materials" includes, but is not limited to, substances defined as Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Hazardous Materials Transportation Act, as amended, the Toxic Substances Control Act, or any other law, statute, rule, or regulation pertaining to the protection of the environment or the health and safety of persons or property; in addition, except as disclosed in any Additional Materials, Seller represents and warrants to Buyer that to the best of its knowledge and belief, there are no soils, environmental, geological or structural problems affecting the Property.

(e) **Materiality of Representations.** Each of the representations made by Seller in this Agreement, or in any document or instrument delivered pursuant hereto shall be true and correct in all material respects on the Date of Seller's Acceptance and the date of delivery of such document or instrument, and shall be deemed to be made again as and at the date of the Closing and shall then be true and correct in all material respects. The material truth and accuracy of each of the representations and the material performance of all covenants of Seller contained in this Agreement are conditions precedent to the Closing.

**9. Closing.** The closing of the sale of the Property from Seller to Buyer (the "Closing") shall take place at 10:00 a.m. in the offices of the Title Company on such date that is Forty-five (45) days from the Effective Date, or such other later date that may be mutually agreed upon in writing by the parties hereto. At the Closing:

(a) Buyer shall pay to Seller the Purchase Price in cash or by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller.

(b) General real property taxes and assessments for the year in which the Closing occurs shall be apportioned between the parties based upon the most recent levy and assessment, but such apportionment shall, if necessary, be subject to readjustment between the parties upon final billing therefor. Buyer shall receive a credit at Closing for Seller's share of such taxes. Seller shall be responsible for payment of the real property taxes and assessments due for the tax period prior to Closing and the Title Company shall remit payment of all such taxes to the Summit County Treasurer just as soon as is practical after the Closing. Buyer shall request the cancellation of all applicable property taxes and assessments as required under Colorado law at the earliest possible date.

(c) Seller shall convey fee simple title to the Property to Buyer by general warranty deed, free and clear of any and all taxes, assessments, liens, encumbrances, and other matters which would affect title, subject only to the Permitted Exceptions (the "Deed").

(d) Seller shall, at its expense, cause the Title Company to deliver to Buyer an unconditional written commitment to issue to Buyer its ALTA owner's policy (the "Owner's Policy") insuring title to the Property in Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions.

(e) At Closing, Seller shall deliver exclusive possession of the Property to Buyer and, except as otherwise agreed to in writing between the Buyer and Seller, Seller shall have removed from the Property all personal property of the Seller located thereon or therein.

(f) The parties shall each do or cause to be done such other matters and things as shall be reasonably necessary to close the transaction contemplated herein. Each party shall pay one-half (1/2) of any charges imposed by the Title Company to prepare the closing documents and provide similar closing services but in no event shall Buyer's portion of such expenses and charges exceed \$250.00 ("Buyer's Title Costs"); Seller shall be responsible for and pay any excess closing costs which exceed Buyer's Title Costs and further, shall pay the



premium charged by the Title Company for the Owner's Policy, and Buyer shall pay all recording, documentary, and similar fees incurred in connection with the Closing. The parties shall prorate all other items of income and expense in accordance with the customary practice in the Summit County, Colorado area.

(g) Buyer and Seller acknowledge and agree that pursuant to section 160-15.B of the Town Code, the purchase and sale of the Property is exempt from the real estate investment fee imposed by Article II of Chapter 160 of the Town Code.

**10. Brokerage Commissions.** Buyer and Seller each hereby warrant and represent to the other that any real estate broker's or agent's fees that each, respectively, may incur in connection with the purchase and sale of the Property, shall be paid by each, respectively.

**11. Assignment.** This Agreement shall be binding and effective on and inure to the benefit of the successors and assigns of the parties hereto. Any assignment hereof shall be in writing and shall require the prior written consent of Seller.

**12. Attorneys' Fees.** In the event that a lawsuit is brought to enforce or interpret all or any portion of this Agreement, the prevailing party in such suit shall be entitled to recover, in addition to any other relief available to such party, reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with such suit.

**13. Remedies.** In the event of any breach or default under this Agreement by Buyer prior to Closing, Seller shall, as Seller's only remedy, be entitled to terminate this Agreement and receive and retain all Earnest Money as Liquidated damages not to be considered a penalty. The parties agree that said payment of Earnest Money shall be Seller's sole remedy if Buyer fails to perform its purchase obligation under this Agreement, and Seller expressly waives the remedies of specific performance and any claim for damages. In the event of any breach or default by Seller at or prior to Closing, Buyer may elect to treat this Agreement as terminated, or Buyer may elect to treat this Agreement as being in full force and effect and may seek specific performance from a court of competent jurisdiction. In the event of any breach or default by Seller after Closing, Buyer shall have a claim for damages, or specific performance, or both damages and specific enforcement from a court of competent jurisdiction.

**14. Notices.** All notices provided for herein shall be in writing and shall be deemed given to a party when a copy thereof, addressed to such party as provided herein, is actually delivered, by personal delivery or by commercial courier at the address of such party as provided below. All notices to Buyer shall be addressed to Buyer at the following addresses or such other addresses of which Buyer gives Seller notice hereunder:

If to Buyer:	Casey Farrell
	PO Box 6003
	Frisco, CO 80443

All notices to Seller shall be addressed to Seller at the following addresses or such other addresses of which Seller gives Buyer notice hereunder:

If to Seller: Town of Frisco  
Attn: Randy Ready, Town Manager  
PO Box 4100  
Frisco, CO 80443

With a copy to: Thad W. Renaud, Esq.  
Murray Dahl Kuechenmeister & Renaud LLP  
710 Kipling Street, Suite 300  
Denver, Colorado 80215

**15. Governing Law.** The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

**16. Condemnation.** In the event that any portion of the Property shall be taken in condemnation or under the right of eminent domain after the date of mutual execution hereof and before the Closing, Seller or Buyer may declare this Agreement to be null and void and all parties shall be released from any further obligations hereunder, except as expressly provided in this Agreement, or the parties may agree that the description of the Property will be modified to exclude the portion of the Property so condemned and the Purchase Price shall be reduced in proportion to the percentage of the land area of the Property condemned. Seller shall be entitled to retain all proceeds of such condemnation action and to assert all of the rights of the respondent in such condemnation proceeding, whether occurring before or after the Closing.

**17. Partial Invalidity.** In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction prior to Closing, this Agreement shall be deemed void, and both parties shall be relieved of any further rights and obligations hereunder.

**18. Computation of Time.** If any event or performance hereunder is scheduled or required to occur on a date which is on Saturday, Sunday, or legal state or federal holiday in Frisco, Colorado, the event or performance shall be required to occur on the next day which is not a Saturday, Sunday, or legal state or federal holiday in Frisco, Colorado.

**19. Time.** Time is of the essence with respect to each provision requiring performance within a stated period of time.

**20. Counterparts; Execution.** This Agreement may be executed in counterparts and, when counterparts of this Agreement have been executed and delivered by both of the parties hereto, this Agreement shall be fully binding and effective, just as if both of the parties hereto had executed and delivered a single counterpart hereof.

**21. Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all

prior commitments, understandings, warranties, and negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Agreement shall be made or deemed to have been made unless in writing, executed by the party or parties to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending that it be valid and effective from the date set forth above as the "Effective Date."

SELLER:

TOWN OF FRISCO  
a Colorado municipal corporation

By: \_\_\_\_\_  
Printed Name: Gary Wilkinson  
Title: Mayor

BUYERS:

CASEY J. FARRELL

\_\_\_\_\_

CALLE MCCARTNEY

\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deborah Wohlmuth, Town Clerk



**RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF LIEN  
FOR UNITS \_\_\_ AND \_\_\_, OF COYOTE VILLAGE TOWNHOMES, BLOCK 2,  
BILLS RANCH, ALSO KNOWN AS 821 PITKIN STREET  
TOWN OF FRISCO,  
SUMMIT COUNTY COLORADO**

This Residential Housing Restrictive Covenant and Notice of Lien for Units \_\_\_ and \_\_\_, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, Summit County, Colorado, (this "Restriction,") is made this 22<sup>nd</sup> day of May, 2018, by the Town of Frisco, a Colorado municipal corporation (hereinafter referred to as "Town").

**RECITALS:**

WHEREAS, Town is the Owner of that certain real estate located in the County of Summit, State of Colorado, and legally described as follows: Units \_\_\_ and \_\_\_, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, according to the plat thereof now on file in the Office of the Clerk and Recorder for Summit County, Colorado, under Reception No. \_\_\_\_\_ (hereinafter referred to as the "Property"); and

WHEREAS, the Town intends to create a valid and enforceable covenant running with the Property, which Property will be owned and occupied by individuals who are Employees of the Town of Frisco, subject to the allowances and limited exceptions provided for herein; and

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town hereby declares that the Property shall hereafter be held, sold, and conveyed subject to the following covenants, restrictions, and conditions, all of which shall be covenants running with the land, and which are for the purposes of ensuring that the Property remains available for purchase and occupation by persons working for the Town of Frisco in Summit County, Colorado, as moderately priced housing, and protecting the value and desirability of the Property, and which covenants, restrictions, and conditions shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the Owner of the Property, the Summit Combined Housing Authority, and the Town.

**ARTICLE I**  
**DEFINITIONS**

1.1. Definitions. The following words, when used in this Restriction, shall have the following meanings and the use of capitalization or lower case letters in references to the following terms shall have no bearing on the meanings of the terms:

A. A "Dependent" shall mean a person, including a spouse of, a child of, a step-child of, a child in the permanent legal custody of, or a parent of, a Resident, whose principal place of residence is in the same household as such Resident, and who is financially dependent upon the support of the Employee. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as amended.

B. "Eligible Household" means a household with assets not exceeding \$250,000 (excluding Retirement Accounts), which includes at least one Employee, and that has been approved by the Town so as to allow for the execution by the Town of the form of approval set forth in Section 5.3 of this Restriction. A household's assets for purposes of determining whether such household meets this definition of eligibility shall be determined at the time of purchase or, if applicable, commencement of leasehold occupancy.

C. "Employee" means an individual working year round, full-time for the Town of Frisco.

D. "First Mortgage" means a Mortgage which is recorded senior to any other Mortgage against the Property to secure a loan used to purchase Property.

E. "Household" means one or more persons who intend to live together in the premises of a dwelling unit as a single housekeeping unit but does not mean a group of four (4) or more persons unrelated by blood, adoption or marriage.

F. "HUD" means the U.S. Department of Housing and Urban Development.

G. "Maximum Resale Price" means that maximum Purchase Price that shall be paid by any purchaser of the Property, other than the initial purchaser who acquires the Property from the Town, as determined in accordance with the provisions of Section 8.3 of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Property.

H. "Mortgage" means a consensual interest created by a real estate mortgage, a deed of trust on real estate, or the like.

I. "Mortgagee" means any grantee, beneficiary, or assignee of a Mortgage.

- J. "Owner" means the record owner of the fee simple title to the Property.
- K. "Permitted Improvements" means such additions and/or improvements as are allowed and may be approved by the SCHA or the Town.
- L. "Purchase Money Mortgage" means a Mortgage given by an Owner to the extent that it is: (a) taken or retained by the seller of the Property to secure all or part of the payment of the Purchase Price; or (b) taken by a person who by making advances, by making a loan, or by incurring an obligation gives value to enable the Owner to acquire the Property if such value is in fact so used.
- M. "Purchase Price" shall mean all consideration paid by the purchaser to the seller for the Property, but shall EXCLUDE any proration amounts, taxes, costs and expenses of obtaining financing, cost of furnishings or personal property, lenders fees, title insurance fees, closing costs, inspection fees, real estate purchase and/or sales commission(s) or other fees and costs related to the purchase of the Property but not paid directly to Seller.
- N. "Qualified Owner" means natural person(s) that meet(s) the definitions of both an Employee and an Eligible Household, or non-qualified Owner under Section 5.1.B., qualified and approved by SCHA or the Town in such manner that will allow SCHA or the Town to execute, on an instrument of conveyance, a copy of the language set forth in Section 5.3 below.
- O. "Retirement Account" shall mean a savings plan that offers tax advantages to an individual depositor to set aside money for retirement.
- P. "SCHA" means the Summit Combined Housing Authority.
- Q. "Town" means the Town of Frisco, State of Colorado.
- R. "Transfer" or "transferred" means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of the Property is transferred and the Owner obtains title.

**ARTICLE II**  
**PURPOSE**

The purpose of this Restriction is to restrict ownership, occupancy and sale of the Property in such a fashion as to provide, on a permanent basis, moderately priced housing to be occupied by Eligible Households, which Eligible Households, because of their income, may not otherwise be in a position to afford to purchase, own, and occupy other similar properties, and to help establish and preserve a supply of moderately priced housing to help meet the needs of the Town of Frisco and employees working for the Town of Frisco.

**ARTICLE III**  
**RESTRICTION AND AGREEMENT BINDS THE PROPERTY**

This Restriction shall constitute covenants running with title to the Property as a burden thereon, for benefit of, and enforceable by, the Town, the SCHAs and their respective successors and assigns, and this Restriction shall bind the Town and all subsequent Owners of the Property. Each Owner, upon acceptance of a deed to the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during the Owner period of ownership of the Property. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance.

**ARTICLE IV**  
**NATURAL PERSONS**

Other than use by the SCHAs or the Town, the use and occupancy of the Property shall be limited exclusively to housing for natural persons who meet the definition of an Eligible Household.

**ARTICLE V**  
**OWNERSHIP RESTRICTIONS**

5.1. Ownership and Occupancy Obligation.

A. Except as provided in Section 5.1.B. hereof, ownership of the Property is hereby limited exclusively to an individual that is an Employee and a member of an Eligible Household (and his/her spouse).



B. The Town, or, upon the written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion, a non-qualifying natural person or entity may purchase the Property; provided, however, that by taking title to the Property, such Owner, other than the Town, shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner, other than the Town, who does not qualify as an Eligible Household shall rent the Property to an Eligible Household as more fully set forth in Section 7.1 of this Restriction, and shall not occupy or use the Property for the Owner's own use or leave the Property vacant.

5.2. Sale and Resale. In the event that the Property is sold, resold, transferred and/or conveyed without compliance with this Restriction, SCHA or the Town shall have the remedies set forth herein, including, but not limited to, the rights set forth in Section 8.5. Except as otherwise provided herein, each and every conveyance of the Property, for any and all purposes, shall be deemed to include and incorporate the terms and conditions of this Restriction.

5.3. Compliance. Any sale, transfer, and/or conveyance of the Property shall be wholly null and void and shall confer no title whatsoever upon the purported transferee unless (i) there is recorded in the real property records for Summit County, Colorado, along with the instrument of conveyance evidencing such sale, transfer or conveyance, a completed copy of the "Notice of Lien and Memorandum of Acceptance of Residential Housing Restrictive Covenant for Units \_\_\_ and \_\_\_, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, Summit County, Colorado" attached hereto as Exhibit A, which copy is executed by the transferee and acknowledged by a Notary Public, and (ii) the instrument of conveyance evidencing such sale, transfer, and/or conveyance, or some other instrument referencing the same, bears the following language followed by the acknowledged signature of either the director or some other authorized representative of the SCHA or by the Mayor of the Town , to wit:

"The conveyance evidenced by or referenced in this instrument has been approved by the Summit Combined Housing Authority or Town of Frisco as being in compliance with the Residential Housing Restrictive Covenant for Units \_\_\_ and \_\_\_ of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin, Frisco, Colorado, Summit County, Colorado, recorded in the records of Summit County, Colorado, on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, at Reception No. \_\_\_\_\_."

Each sales contract, or lease as the case may be, for the Property shall also (a) recite that the proposed purchaser has read, understands and agrees to be bound by the terms of this Restriction; and (b) require the proposed purchaser and/or lessee to submit such information as may be required by the Town or the SCHA under its rules and regulations or policies adopted for the purpose of ensuring compliance with this Restriction.

5.4. Refinance Restriction. The Owner shall not encumber the Property in an amount in excess of the Purchase Price.

**ARTICLE VI**  
**ORIGINAL SALE OF THE PROPERTY**

6.1 Initial Purchase Price. Except as may be permitted under Section 5.1.B. above, the Property shall be sold to an initial purchaser (and his/her spouse) who is an Employee and a member of an Eligible Household at a Purchase Price of \$332,553.

**ARTICLE VII**  
**USE RESTRICTIONS**

7.1. Occupancy. Except as otherwise provided in this Restriction, the Property shall, at all times, be occupied as a principal place of residence by an Owner, or, if applicable, an Authorized Lessee, (along with his or her Dependents) who, at the time of purchase, or in the case of an Authorized Lessee at the time of occupancy, of the Property, qualified as an Employee and a member of an Eligible Household. In the event that any Owner ceases to occupy the Property as his or her principal place of residence, or any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by an Eligible Household for a period of 90 consecutive days, the Owner of the Property shall, within 10 days of ceasing such occupation, notify the SCHA or the Town of the same and the Property shall, within 30 days of the Owner having vacated or left vacant the Property make the Property available for purchase pursuant to the terms of this Restriction. Any Owner who fails to occupy his or her Property for a period of 90 consecutive days shall be deemed to have ceased to occupy the Property as his or her principal place of residence; however, an Owner who has established the Property as his or her principal place of residence shall not be considered to have ceased occupancy of the Property during such period of time as the Owner is serving on active duty with the United States Armed Services.

7.2. Rental. Under no circumstances shall the Property be leased or rented for any period of time without the prior written approval of the SCHA or the Town, which approval may be conditioned, in the SCHA's or Town's sole and absolute discretion, on the lease or rental term being limited to a twelve (12) month period either consecutively or in the aggregate during the Owner's ownership of the Property. In the event that the Property, or any portion thereof, is leased or rented without compliance with this Restriction, such rental or lease shall be wholly null and void and shall confer no right or interest whatsoever to or upon the purported tenant or lessee. Any rental approved by the SCHA or the Town shall be to an Eligible Household at such rental rates as shall be established by the SCHA and approved by the Town, or as may be established by the Town from time to time, and, if no such rental rates have been established, at a monthly rental rate that shall not exceed one-hundred percent (100%) of the most recent Fair Market Rent amounts published by the U.S. Department of Housing and Urban Development (or any successor index thereto acceptable to SCHA or the Town in its reasonable discretion) (such lessee being referred to herein as an "Authorized Lessee").

7.3 Involuntary Sales.

A. In the event Owner changes residence or ceases to utilize the Property as his or her exclusive and permanent place of residence, or in the event any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by an Eligible Household for a period of 90 consecutive days, as determined by the SCHA or the Town, the Property shall be offered for sale pursuant to the provisions of Article VIII of this Restriction. The SCHA or the Town may further require the Owner to rent the Property in accordance with the provisions of Section 7.2 above.

B. In the event an Owner's status as a full time, year-round employee for the Town of Frisco ceases, the Property shall, within six (6) months after termination of employment, be offered for sale pursuant to the provisions of Article VIII of this Restriction. The SCHA or the Town may further require the Owner to rent the Property in accordance with the provisions of Section 7.2. above.

7.4 Ownership Interest in Other Residential Property. Except with respect to a non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B., if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property or land, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred (120) days of its listing required hereunder, then the Owner shall immediately list the Property for sale pursuant to the provisions of this Restriction. It is understood and agreed between the parties hereto that, in the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties which constitute inventory in such Owner's business shall not constitute "other developed residential property or land" as that term is used in this Article.

**ARTICLE VIII**  
**RESALE OF THE PROPERTY**

8.1. Resale. The Property shall not be transferred subsequent to the original purchase from the Town except upon full compliance with the procedures set forth in this Article VIII.

8.2. Notice. In the event that an Owner shall desire to Transfer his Property, or in the event that an Owner shall be required to Transfer his Property pursuant to the terms of this Restriction, he shall notify the Town and SCHA, or such other person or entity as may be designated by the Town, in writing of his intention to Transfer his Property. The Town shall have and is hereby granted the right and option to purchase the Property. The Town shall have thirty (30) days from the date of Owner's notice of intention to transfer the Property in which to notify the Owner in writing of the Town's intent to purchase the Property and further shall have forty-five (45) days from the date of Town's notice of intent to purchase the Property to close on the purchase of the Property. Should the

Town choose not to exercise this right and option to purchase, the Property may be offered, advertised, or listed for sale by such Owner at such Owner's sole cost and expense, in any manner in which such Owner may choose. An Owner may list the Property for sale through SCHAs for a commission equal to 2.0% of the sales price. The Property shall not, however, be sold, transferred and/or conveyed to any person, entity, or entities, (i) other than an Eligible Household, or non-qualified buyer under Section 5.1.B., qualified and approved by the SCHAs or the Town in such as manner as will allow the SCHAs or the Town to execute the approval set forth in Section 5.3 of this Restriction (a "Qualified Buyer"), and (ii) for consideration to be paid by such Eligible Household that exceeds the Maximum Resale Price as such is determined pursuant to the provisions of this Article VIII.

8.3. Maximum Resale Price.

A. The Maximum Resale Price of a Property shall be equal to the sum of:

- (1) the Purchase Price paid by the Owner for the Property;
- (2) plus an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month) from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually;
- (3) plus the amount of any commission payable to the SCHAs.

B. Owner shall be responsible for ensuring that at resale the Property is clean, the appliances are in working order, and that there are no health or safety violations regarding the Property.

C. No Owner shall permit any prospective buyer to assume any or all of the Owner customary closing costs or accept any other consideration which would cause an increase in the Purchase Price above the bid price so as to induce the Owner to sell to such prospective buyer.

8.4 Non-Qualified Transferees. In the event that title to the Property vests in individuals and/or entities who are not a Qualified Buyer (hereinafter "Non-Qualified Transferee(s)") by descent, by foreclosure and/or redemption by any lien or mortgage holder (except any holder of a HUD - insured First Mortgage), or by operation of law or any other event, SCHAs or the Town may elect to notify the non-qualified transferee that it must sell the Property in accordance with Section 8.5. The non-qualified transferee shall not: (i) occupy the Property; (ii) rent all or any part of the Property, except in strict compliance with this Restriction; (iii) engage in any business activity on or in the Property; (iv) sell or otherwise Transfer the Property except in accordance with this Restriction; or (v) sell or otherwise Transfer the Property for use in trade or business.

8.5 Sales to Preserve as Affordable Housing.

A. In the event the Property is occupied, transferred or leased in violation of this Restriction, SCHA or the Town may, at its sole discretion, notify an Owner that it must immediately list the Property for sale (including the execution of a listing contract with, and the payment of the specified fees) by SCHA. The highest bid by a Qualified Owner for not less than ninety-five percent (95%) of the Maximum Sale Price shall be accepted by the Owner; provided, however, if the Property is listed for a period of at least ninety (90) days and all bids are below ninety-five percent (95%) of the Maximum Sale Price, the Property shall be sold to a Qualified Owner that has made the highest offer for at least the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment.

B. If required by SCHA or the Town, the Owner shall: (i) consent to any sale, conveyance or transfer of such Property to a Qualified Owner; (ii) execute any and all documents necessary to do so; and (iii) otherwise reasonably cooperate with SCHA or the Town to take actions needed to accomplish such sale, conveyance or transfer of such Property. For this purpose Owner constitutes and appoints SCHA and the Town as its true and lawful attorney-in-fact with full power of substitution to complete or undertake any and all actions required under this Section 8.5.B. It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked. Owner specifically agrees that all power granted to SCHA and the Town under this Restriction may be assigned by either of them to their respective successors or assigns.

C. In order to preserve the affordability of the Units for persons of low to moderate income, SCHA or the Town, or their respective successors, as applicable, shall also have and are hereby granted the right and option to purchase the Property, exercisable within a period of thirty (30) calendar days after notice is sent by SCHA or the Town to the Owner that requires the Owner to sell the Property pursuant to this Section 8.5. SCHA or the Town shall complete the purchase of the Property within thirty (30) calendar days after exercising its option hereunder for a price equal to the lesser of the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment, or the Maximum Sale Price. SCHA or the Town may assign its option to purchase hereunder to an eligible purchaser which, for the purpose of this Section 8.5(c), shall be a Qualified Owner.

D. In all situations in which the provisions of this Section 8.5 apply, SCHA or the Town may alternatively require the Owner to rent the Property to an Eligible Household in accordance with the requirements and limitations of this Restriction.

**ARTICLE IX**  
**FORECLOSURE**

9.1 Release. Subject to the process and rights set forth in this Article IX below, this Restriction shall be deemed released as to the Property in the event of (i) the issuance of a

public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure by the holder of a HUD-insured or other First Mortgage, or (ii) the acceptance of a deed in lieu of foreclosure by the holder of a HUD-insured or other First Mortgage. This Restriction shall also automatically terminate and be released as to the Property upon the assignment to HUD of an HUD-insured mortgage encumbering the Property. The Town, in its sole discretion, may elect to release a Property from this Restriction in the event of (1) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure of the Town's lien, as defined in Section 9.2, or (2) the acceptance of a deed in lieu of foreclosure by the Town in connection with the Town's Lien. If the Town chooses to terminate this Restriction with respect to a particular Property, the Town shall record a document referencing such termination in the real property records of the County. Any and all claims of the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

## 9.2 Lien.

A. The SCHA and the Town shall have, and are hereby granted, a lien against the Property ("SCHA's Lien" or "Town's Lien") to secure payment of any amounts due and owing the SCHA or the Town pursuant to this Restriction including: the SCHA's or the Town's sale proceeds and/or amounts due to the SCHA or the Town in the event of a foreclosure of a First Mortgage and to secure the obligations to the SCHA or the Town hereunder. The SCHA's Lien and the Town's Lien on the Property shall be superior to all other liens and encumbrances except the following:

- (1) liens and encumbrances recorded prior to the recording of this Restriction and Agreement;
- (2) real property ad valorem taxes and special assessment liens duly imposed by Colorado governmental or political subdivision or special taxing districts;
- (3) liens given superior priority by operation of law; and
- (4) the lien of any First Mortgage against the Property.

B. Recording of this Restriction constitutes record notice and perfection of the SCHA's Lien and the Town's Lien. No further recordation of any claim of lien is required. However, the SCHA or the Town may elect to prepare, and record in the Office of the County Clerk and Recorder of the County, a written notice of lien. By virtue of the SCHA's Lien or the Town's Lien, the SCHA or the Town shall have the rights granted a lienor under C.R.S. 38-38-101 *et seq.*, and the SCHA or the Town shall be entitled to file such notices and other information necessary to preserve its rights, as a lienor, to cure and redeem in foreclosure of the Property, as provided by C.R.S. 38-38-101 *et seq.* In addition, unless otherwise instructed by the SCHA or the Town in writing, the Owner shall sign, acknowledge, and cooperate in SCHA's or the Town's recording in the County Clerk and Recorder's Office immediately subsequent to the recording of the First Mortgage, a notice of the SCHA's Lien or the Town's Lien, substantially in the form attached hereto as

Exhibit A, in order to assure that the SCHA or the Town receives notice in the event of the foreclosure of the First Mortgage pursuant to this Article. The notice shall not alter the priority date of the SCHA's Lien or the Town's Lien as established herein.

C. The sale or other transfer of the Property shall not affect the SCHA's Lien or the Town's Lien. No sale or deed in lieu of foreclosure shall relieve the Owner from continuing personal liability for payment of his or her obligations hereunder. The SCHA's Lien or the Town's Lien does not prohibit actions or suits to recover sums due pursuant to this Restriction and Agreement, or to enforce the terms of this Restriction, or to prohibit the SCHA or the Town from taking a deed in lieu of foreclosure.

### 9.3 SCHA's and Town's Option to Redeem and to Buy.

A. Foreclosure/SCHA's or Town's Option to Redeem. In the event of a foreclosure, the SCHA and the Town shall be entitled to receive notice of the foreclosure proceedings as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of the Property that are junior to the First Mortgage (as provided in C.R.S. §38-38-101 *et seq.*, or any succeeding statute). The SCHA and the Town shall have a right of redemption, and such other rights as a lienor in foreclosure, as its interest appears, in accordance with Colorado law governing foreclosure. The SCHA's Lien and the Town's lien is created pursuant to Section 9.2 above.

B. Deed in lieu of Foreclosure/Option to Buy. In the event that the First Mortgagee takes title to the Property by deed in lieu of foreclosure, the SCHA and the Town shall have an option to buy the Property ("Option to Buy") exercisable in accordance with this paragraph. Within three (3) days after the First Mortgagee's first attempt to secure a deed in lieu of foreclosure, the Owner shall deliver written notice to the SCHA and the Town of such intent to Transfer title. The SCHA or the Town may exercise its Option to Buy by tendering the Deed In Lieu Price (as defined below) to the First Mortgagee, within thirty (30) days from and after vesting of title to the Property in the First Mortgagee by deed in lieu of foreclosure ("Deed in Lieu Option Period"). Upon receipt of the Deed in Lieu Price, the First Mortgagee shall deliver to the SCHA or the Town a special warranty deed conveying fee simple title in and to the Property, in which event this Restriction and Agreement shall remain valid and in full force and effect. The Deed in Lieu Price shall be equal to: (i) the amounts unpaid pursuant to the First Mortgage note; (ii) any other reasonable costs incurred by the First Mortgagee that directly relate to the deed in lieu of foreclosure; and (iii) any additional reasonable costs incurred by the First Mortgagee during the Deed in Lieu Option Period that are directly related to maintenance of the Property. The First Mortgagee shall convey only such title as it received through the deed in lieu of foreclosure and will not create or suffer the creation of any additional liens or encumbrances against the Property following issuance of the deed in lieu of foreclosure to the First Mortgagee. The First Mortgagee shall not be liable for any of the costs of conveyance of the Property to the SCHA, the Town, or its designee; *however*, the First Mortgagee shall cooperate with the SCHA or the Town in calculating the Deed in Lieu Price and in the execution of the Option to Buy.

C. Upon Exercising Option. In the event that the SCHA or the Town obtains title to the Property pursuant to this Article, the SCHA, the Town or its designee may sell the Property to a Qualified Buyer, or rent the Property to third parties until such time that the Property can be sold to a Qualified Buyer. The SCHA's or the Town's subsequent sale of the Property in these circumstances shall not be subject to the Maximum Sale Price restrictions set forth in Article VIII hereof.

D. Release upon Electing Not to Exercise Options. In the event that the SCHA or the Town does not exercise its Option to Redeem as described in this Article or its Option to Buy as described above, as applicable, within the time periods set forth in this Article, this Restriction shall automatically terminate and shall be of no further force and effect, and the SCHA and the Town shall prepare and execute a release of this Restriction and, within thirty (30) days of such termination, cause such release to be recorded in the records of the Clerk and Recorder of the County. Notwithstanding the foregoing, any and all claims of the SCHA and the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.4 Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Article IX shall be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provision; (2) the rule restricting restraints on alienation; or (3) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the shorter of (x) the term of this Restriction, or (y) the period of the lives of the current duly elected and seated board of directors of the SCHA, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

## **ARTICLE X** **ENFORCEMENT**

10.1 Enforcement of This Restriction. The Owner hereby grants and assigns to SCHA or the Town the right to review and enforce compliance with this Restriction. Compliance may be enforced by SCHA or the Town by any lawful means, including without limitation, seeking any equitable relief (including, without limitation, specific performance and other equitable relief as set forth in Section 10.2 below), as well as a suit for damages; provided, however, in the event the Property is financed by a HUD-insured First Mortgage and is sold in violation of Section 8.3 hereof, such enforcement shall not include:

- A. acceleration of a mortgage;
- B. voiding a conveyance by an Owner;
- C. terminating an Owner's interest in the Property; or
- D. subjecting an Owner to contractual liability.



Notwithstanding the foregoing, in no event shall SCHA or the Town have any equitable remedies (including, but not limited to, the right to sue for specific performance or seek other equitable relief as set forth in Section 10.2) or the right to sue for damages if the Owner of the Property that was financed with a HUD-insured First Mortgage breaches or violates the terms, covenants and other provisions of Section 8.3 hereof and if to do so would violate any existing or future requirement of HUD, it being understood, however, that in such event, SCHA or the Town shall retain all other rights and remedies hereunder for enforcement of any other terms and provisions hereof, including, without limitation: (i) the right to sue for damages to reimburse SCHA or the Town, or its agents, for its enforcement costs and to require an Owner to repay with reasonable interest (not to exceed ten percent (10%) per annum) any assistance received in connection with the purchase of the Property; (ii) the right to prohibit an Owner from retaining sales or rental proceeds collected or received in violation of this Restriction; and (iii) the option to purchase granted to SCHA or the Town in Section 8.5(c) hereof. Venue for a suit enforcing compliance shall be proper in Summit County, Colorado and service may be made or notice given by posting such service or notice in a conspicuous place on the applicable Property. As part of any enforcement action on the part of SCHA or the Town, the applicable Owner shall pay all court costs and reasonable legal fees incurred by SCHA or the Town, or its agents, in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of SCHA or the Town's or its agents, attorney spent on such claims at the rates generally charged for similar services by private practitioners within the County.

10.2 Injunctive and other Equitable Relief. Owner agrees that in the event of Owner's default under or non-compliance with the terms of this Restriction, SCHA or the Town shall have the right to seek such equitable relief as it may deem necessary or proper, including, without limitation, the right to: (a) seek specific performance of this Restriction; (b) obtain a judgment from any court of competent jurisdiction granting a temporary restraining order, preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of the Property made in violation of this Restriction. Any equitable relief provided for in this Section 10.2 may be sought singly or in combination with such legal remedies as SCHA or the Town may be entitled to, either pursuant to this Restriction, under the laws of the State of Colorado or otherwise.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

11.1 Equal Housing Opportunity. Pursuant to the Fair Housing Act, the SCHA and the Town shall not discriminate on the basis of race, creed, color, sex, national origin, familial status or disability in the lease, sale, use or occupancy of the Property.

11.2 Rules, Regulations, and Standards. The SCHA shall have the authority to promulgate and adopt such rules, regulations and standards as it may deem appropriate, from time to time, for the purpose of carrying out its obligations and responsibilities

described herein, all of which rules, regulations and standards, and any amendments thereof, shall be subject to approval of the Town.

11.3 Waiver of Exemptions. Every Owner, by taking title to the Property, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

11.4 Enforcement. Except as otherwise provided herein, the SCHA, the Town, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations imposed by the provisions of this Restriction and shall be entitled to specific enforcement of the same. Failure by any party described in this paragraph to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right by such party or any other party to do so thereafter.

11.5 Expenses of Enforcement. In the event that any party entitled to enforce the terms of this Restriction shall be required to bring any action as the result of any breach of the terms of this Restriction by any Owner, the party bringing such action shall be entitled to recover from and against the Owner in breach of these Restrictions, in addition to any and all other remedies available at law or in equity, reasonable attorney's fees and costs incurred in the enforcement of these Restrictions and in the bringing of such action, and the party against whom such fees and costs are awarded shall be personally liable for the payment of such fees and costs, and such award and judgment shall constitute a lien against the Property owned by the party in breach of these Restrictions which lien may be enforced by foreclosure of the defaulting Owner's Property in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado or elimination of Owner's resale gain on the Property.

11.6 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no way affect any other provisions, it being the intent of the Town that such invalidated provision be severable.

11.7 Term. The restrictions contained herein shall run with the land and bind the land for a term of 99 years from the date that this covenant is recorded, after which time the terms of this Covenant shall be automatically extended for successive periods of 10 years.

11.8 Amendment. This restriction may be amended only by an instrument recorded in the records of Summit County executed by the Town and the then-Owner of the Property.

11.9 Successor to SCHA. In the event that, at any time during the duration of this Restriction, the SCHA ceases to exist, all reference in this Restriction to SCHA shall, thereafter, mean the Town, its successors, assigns, or any other entity designated by the Town to administer or enforce the provisions hereof, or to perform the functions of the SCHA as described herein.

11.10 No Third Party Beneficiaries. This Restriction is made and entered into for the sole protection and benefit of the SCHA, the Town and the Owner. Except as otherwise

specifically provided for herein, no other person, persons, entity or entities, including without limitation prospective buyers of the Property, shall have any right of action with respect to this Restriction or right to claim any right or benefit from the terms provided in this Restriction or be deemed a third party beneficiary of this Restriction.

11.11 Non-Liability. SCHA and Town and their respective employees, members, officers and agents shall not be liable to any Owner or third party by virtue of the exercise of their rights or the performance of their obligations under this Restriction. The parties understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Restriction, the monetary limitations or any other rights, immunities or protections afforded by the Governmental Immunity Act, CRS §§ 24-10-101, et seq., as they may be amended, or any other limitation, right, immunity or protection otherwise available to the parties.

11.12 Exhibits. All exhibits attached hereto are incorporated herein and by this reference made part hereof.

11.13 Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.

11.14 Personal Liability. Each Owner shall be personally liable for any of the transactions contemplated herein, jointly and severally with his or her co-owners.

11.15 Further Actions. The Owner and Owner's successors and assigns agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Restriction or any agreement or document relating hereto or entered into in connection herewith.

11.16 Notices. Any notice, consent or approval which is required or permitted to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Restriction. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To the Town:

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

To the Summit Combined Housing Authority:

Summit Combined Housing Authority  
P.O. Box 188  
Breckenridge, CO 80424

To the Owner:

To be determined pursuant to the Notice of Lien and Memorandum of Acceptance (as shown on Exhibit A) recorded with respect to each transfer of the Property.

11.17 Choice of Law. This Covenant and each and every related document shall be governed and constructed in accordance with the laws of the State of Colorado.

11.18 Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

11.19 Headings. Article and Section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

11.20 Signatures. Signatures to this Restriction may be in counterparts and by facsimile or scanned emailed document.

11.21 Approval. Wherever an approval is required by the SCHA or the Town, in all instances approval by the Town shall be deemed sufficient. Town "approval" shall mean approval by the Town Manager or his or her designated representative.

IN WITNESS WHEREOF, the undersigned, being the Town herein, has set its hand unto this Restriction this 22nd day of May, 2018

TOWN OF FRISCO, a Colorado municipal  
corporation

By:

\_\_\_\_\_  
Name:  
Gary Wilkinson

Title:  
Mayor

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me as of the 22nd day of May, 2018, by Gary Wilkinson as Mayor of the Town of Frisco, a Colorado Municipal Corporation.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**NOTICE OF LIEN AND MEMORANDUM OF ACCEPTANCE  
OF RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF  
LIEN FOR UNIT \_\_, OF \_\_\_\_\_,  
\_\_\_\_\_  
SUMMIT COUNTY, COLORADO**

WHEREAS, \_\_\_\_\_ [Buyer Name] \_\_\_\_\_, the  
"Buyer" is purchasing from \_\_\_\_\_ [Seller Name] \_\_\_\_\_,  
the "Seller," at a price of \$ \_\_\_\_\_ [purchase price amount] \_\_\_\_\_, real property  
described \_\_\_\_\_ as: \_\_\_\_\_ [Legal  
Description] \_\_\_\_\_, according to the plat recorded under  
Reception No. \_\_\_\_\_, in the real property records of the County  
of Summit, Colorado (the "Property"); and

WHEREAS, the Seller of the Property is requiring, as a prerequisite to the sale  
transaction, that the Buyer acknowledge and agree to the terms, conditions and  
restrictions found in that certain instrument entitled "Residential Housing Restrictive  
Covenant and Notice of Lien for Unit \_\_, of \_\_\_\_\_,  
Town/County, Colorado", recorded on \_\_\_\_\_, 20\_\_, under Reception No.  
\_\_\_\_\_, in the real property records of the County of Summit, Colorado (the  
"Restrictive Covenant").

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the  
Buyer:

1. Acknowledges that Buyer has carefully read the entire Restrictive  
Covenant, has had the opportunity to consult with legal and financial counsel concerning  
the Restrictive Covenant and fully understands the terms, conditions, provisions, and  
restrictions contained in the Restrictive Covenant.

2. States that the Notice to Buyer should be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Directs that this Notice be placed of record in the real estate records of the  
County of Summit, Colorado and a copy provided to the Summit County Housing  
Authority and the Town of Frisco (as defined in the Restrictive Covenant).

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BUYER(S):

\_\_\_\_\_

Print Name(s): \_\_\_\_\_

STATE OF )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public