

**THE NOVEMBER 14, 2017 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
NOVEMBER 14, 2017
4:30PM**

Agenda Item #1: Denver Water Settlement Update 4:30pm

Agenda Item #2: Recreation Department Update 5:30pm

Agenda item #3: Basecamp Security Agreement and Assignment of Rents 5:45pm

Agenda Item #4: Executive Session Pursuant to C.R.S. 24-6-402(4)(b), conferences with an Attorney for the Town for the Purposes of Receiving Legal Advice on Specific Legal Questions; and (e), Determining Positions Relative to Matters that may be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Concerning Basecamp Security Assignment of Pinnacle Rents

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
NOVEMBER 14 2017
7:00PM**

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

Call to Order: Gary Wilkinson, Mayor

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

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

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

Mayor and Council Comments:

Staff Updates:

Consent Agenda:

Minutes October 24, 2017 Meeting
Home Rule Charter Review – Chapter 124, Nuisances
Home Rule Charter Review – Chapter 79, Dogs & Animals
Security Agreement and Assignment of Rents
Intermountain Transportation Planning Commission Intergovernmental Agreement
Revocable License Agreement 481 West Main Street
Resolution 17-20 Supporting Reauthorization of GOCO Funds
Resolution 17-21, Marina Master Plan Agreement

New Business:

Agenda Item #1: Change of Location Permit for a Retail Liquor Store License to Bacchus LLC dba Frisco Wine Merchant 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

Adjourn:



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: VANESSA AGEE, MARKETING AND COMMUNICATIONS DIRECTOR
RE: MARKETING AND SPECIAL EVENTS DEPARTMENT
DATE: NOVEMBER 14, 2017

Marketing:

Quarterly Lodging Meeting. Frisco Marketing and Information Center staff hosted a lodging meeting on November 8 to receive feedback from the lodging community and start a conversation about a few initiatives, which might help the lodging community. Invitations were extended to traditional hotels, lodges and property management companies. Four lodging properties attended, and we have planned meetings with a few other properties, which were unable to attend. The agenda included introduction of Town staff including Randy Ready, Tasha Wilson, Catherine Carrol and Vanessa Agee; a discussion of relaunching an online booking tool on TownofFrisco.com; a presentation by Inntopia/Destimetric's Katie Barnes about the benefits of this reporting tool; and brainstorming around the greater role the Information Center could play in promoting lodging. We hope to continue these meetings on a quarterly basis switching it up between evening and breakfast meetings so we can better meet the needs of the lodging community.

Colorado Governor's Conference on Tourism. Marketing, Events and Information Center Staff all attended the Colorado Governor's Conference on Tourism in Grand Junction in late October. The conference included breakouts on branding, digital media, co-op opportunities, information center strategies, international visitors and many other related topics.

Special Events:

Halloween. This year we added a new component at the request of Next Page Books and Nosh- a business Halloween decorating contest. The Frisco Chapter of the Summit Chamber did the judging and arrived at the following results:

- 1st Place- The Next Page Books and Nosh won a 10 person tubing party at the Frisco Adventure Park.
- 2nd Place- The Butterhorn Bakery and Cafe won 6 Frisco BrewSki entries.
- 3rd Place – The Smok N' Bra took home tubing at the Frisco Adventure Park for 4 people.
- Honorable mention – Chiropractic Health and Acupuncture walked away with tubing or Nordic skiing for 2 at the Frisco Adventure Park.

Businesses reported handing out about 1,000 pieces of candy on Halloween, which may have been slightly lighter than in past years due to Summit School District's October break.

For the fourth year, the Town of Frisco participated in a candy give back program. Children were invited to donate some of their Halloween candy after selecting their favorites to keep. Stork & Bear Co. partnered with the Frisco/Copper Information Center, the Peak School and Summit County Preschool as drop off points for donated candy from November 1 - 6. On November 7, we sorted candy and mailed the candy to Operation Rescue, which serves active duty military and veterans. Collection results were as follows: Summit County Preschool- 15 lbs collected, Information Center- 36 lbs collected, Peaks School- 13 lbs collected and Stork and Bear- 140 lbs collected.

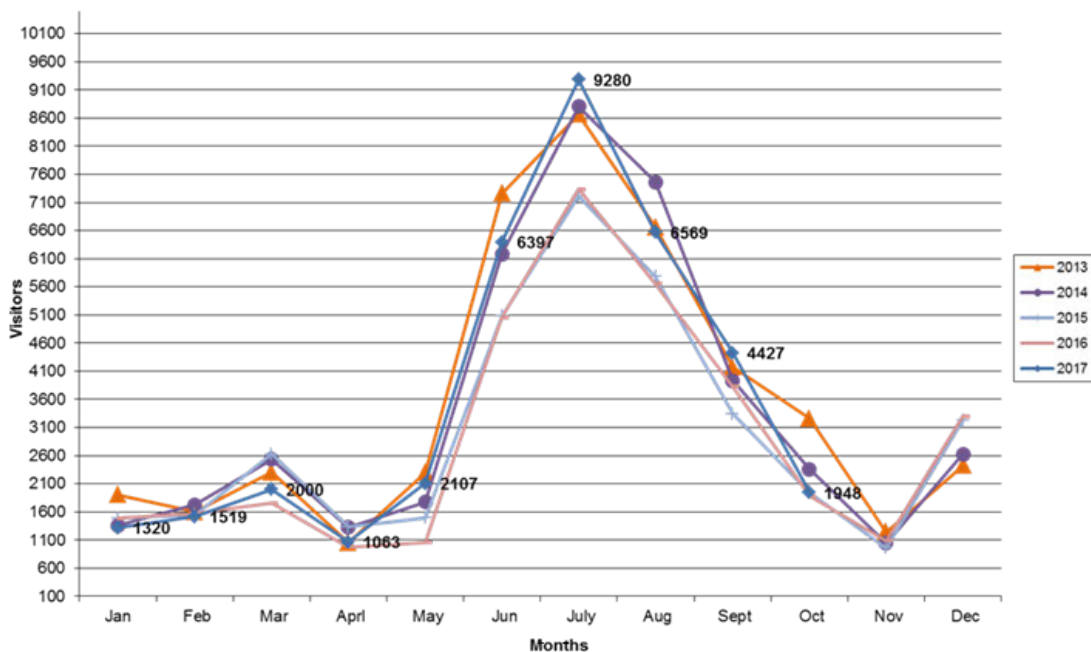


Photos by Joe Kusumoto.

Frisco/Copper Visitor Information Center: Visitor numbers for October 2017:

- The Information Center saw 1,948 visitors in October 2017 (1,879 in October 2016).
- The Information Center answered 94 phone calls in October 2017 (119 in October 2016).
- Public computer use- 38 in October 2017 (51 in October 2016)
- Guest comments: “Absolutely impressive & exciting!” “Thank you for a warm welcome to a wonderful town.” “Moved to Frisco!”

Walk in Visitors 2013-2017



Report Criteria:

Business.License status = "Active"

Business.Year opened = "October 2017"

Business Owner.Sequence number = 1

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
In	Frisco Prime	Monarca, Vincent	20 Main Street	Frisco	970-668-4379	Restaurant
In	Michael Worley	Worley, Michael	620 South 7th Avenue #137D	Frisco	423-309-9450	Vacation Rentals
In	Syanna Swyers	Swyers, Syanna	517 Pitkin Street	Frisco	303-319-0528	Vacation Rentals
Out	Accu Vein	Accu Vein	40 Goose Hill Road	Cold Springs Harbor	631-367-0393	Health/Beauty
Out	American Achievement Corporatio	American Achievement Corporation	1550 West Mockingbird Lane	Dallas	972-448-9818	Retail - General
Out	Beautiful Gardens	Vidana, Abel	108 Red Cloud Peak	Dillon	970-485-9219	Retail - HomeImprove
Out	Bonobos	Bonobo	45 West 25th Street, Floor 2	New York	479-277-1182	Retail - Clothing
Out	CCC Custom Homes	Cooke, Corey	5640 South Greenwood Street	Littleton	303-501-5005	Retail - HomeImprove
Out	Dust Bunny Cleaning Company	Baker, Cindy	146 Climax Drive	Dillon	970-366-1959	Services
Out	Dynamic Construction Services	Metzger, Dave	6890 South Spruce Street	Centennial	720-488-8610	Services
Out	Fix-It	Home Service Heroes	12051 Pennsylvania Street Unit A	Thornton	303-659-3400	Retail - HomeImprove
Out	Great Divide Builders	Klaube, Anna	506 Cartier Court	Dillon	970-468-6255	Retail - HomeImprove
Out	Koehn & Company	Koehn, Danny	687 Royal Coachman Boulevard	Dillon	239-265-1921	Retail - HomeImprove
Out	Marco Ophthalmic	Marco Ophthalmic	11825 Centra Parkway	Jacksonville	904-997-4120	Health/Beauty
Out	Neu Construction	McKenna, Eric	173 Meadow Drive	Dillon	970-485-0492	Retail - HomeImprove
Out	Shoes.com	Shoebuy.com	One Constitution Wharf Suite 200	Charlestown	479-277-1182	Retail - Clothing
Out	WoodRiver Energy	Wood River Energy	3300 East 1st Avenue Suite 600	Denver	303-984-799	Utility



MEMORANDUM

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
TOM HOGEMAN, MARINA GENERAL MANAGER
KATIE BARTON, GENERAL MANAGER – ADVENTURE PARK
LINSEY JOYCE, PROGRAMS MANAGER
RE: RECREATION & CULTURE DEPARTMENT REPORT – OCTOBER 2017
DATE: NOVEMBER 14, 2017

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

- **Adventure Park.** Recruitment for all winter seasonal positions at the tubing hill and the Nordic Center continues at this time. Hiring is the biggest challenge at this time, especially for the seasonal tubing hill attendant positions. Staff has been working diligently with Human Resources on creative and innovative hiring ideas. The lack of housing remains a recruitment issue.

Snowmaking efforts started the week of October 16th with staff training and preparation. Staff is waiting on Mother Nature to cooperate a bit more with lower temperatures. As one staff member recently commented, “*The Name of the Game is Optimism!*”

The opening of the Nordic Center is scheduled for November 18th and the opening of the tubing hill is scheduled for Thanksgiving Day, November 23rd. Two Below Zero also begins operations on November 18th. Staff will continue to evaluate conditions and will keep Council informed of any changes to such opening dates.

Staff worked closely with John Lampe, owner of Two Below Zero, this summer season to move his winter check-in operation out of the Frisco Nordic Center and to a new, separate site. Thanks to Public Works staff, this site is prepped and ready to go for the winter season. Mr. Lampe’s tent should be arriving by 11/13/17, with the goal of having it up and running by the ballfield location for his opening day of 11/18/17.

The Frisco Skate Park design/build RFP was released and staff interviewed five firms who submitted proposals. A recommendation will be before Council in November for this project. This is a 2018 build project.

- **Marina.** The Marina spent the majority of October winterizing the operation. Through September, revenues continue to exceed 2017 budgeted amounts, coming in at 116.5% of budget and nearly 10% ahead of 2016 year to date figures.

Two major projects are underway at the Marina at this time. One of the projects is the redesign of the Lund House and working closely with Matt Stais on preliminary design options.

The second is the marina master planning project. Staff interviewed five firms during the month of October and has a recommendation and contract on the November 14th consent agenda to move forward with the firm of Logan Simpson. Logan Simpson will immediately begin work with Matt Stais to ensure the building design and location meets the long term planning aspects of this master planning process.

- **Museum.** October visitor attendance at the Historic Park and Museum totaled 1,760 people, with an average of 70 people per day.

Event updates include: Nightmare at the Museum drew 150 guests with 50 participants on the Cemetery Tour and 55 participants on the Pub Walk. The Coroner's office raised \$1000. The Bill's Ranch Tour had 30 participants. Halloween Night saw ~1,500 guests.

The museum was closed Oct. 30-Nov.3rd for cleaning, maintenance and inventory.

Winter hours went into effect in October and consist of the following:

- Tuesday-Saturday, 10am-4p
- Sunday, 10a-2p
- Mondays – Closed

Hours will change once again on January 2nd and will remain consistent year-round – Tuesday-Sunday, 10a-5p.

- **Programs and Events.** Lucas James Joyce was born to Linsey and Mike Joyce on October 9th – congratulations to them all!

Kaiser Permanente came in with a \$6,500 sponsorship for the 5th Annual Turkey Day 5k! Staff time this month was spent prepping for upcoming programs and events such as the Girls on the Run 5k on November 11th, the Turkey Day 5k on November 23rd, Nordic clinics and events which will take place throughout the winter months, and Fun Club for school breaks.

Through September, revenue is tracking exceptionally well and ahead of budget at 109.5%, and ahead of 2016 YTD figures by nearly 10%.

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

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).

October highlights for the **tubing hill/ski and ride hill** included the following:

- October was a month of staff transition:
 - Brian Donner, Operations Manager, moved to Utah and his last day in his manager role was 10/2/17. Brian will return in November to assist with the building of the tubing hill and training of staff.
 - Jesse Risch was promoted from Guest Services Coordinator to Operations Manager on 9/19/17. He and Brian overlapped for a few weeks, which was instrumental to both Jesse and the operation as a whole.
 - Sophie Ferguson was promoted from the seasonal Guest Services Lead position at the Marina to the FT/YR Guest Services Coordinator position (6months at the Adventure Park/6months at the Marina).
 - Val Smith transitioned from the FT/YR Lead Maintenance Operator at the Adventure Park to the FT/YR Maintenance Operator at Public Works.
 - Jess Holley and Grant McKay started on 10/17 as the winter seasonal Guest Service Leads.
 - All seasonal maintenance operators came onboard 10/16.
- The Day Lodge was host to a job fair on 10/14. Hiring is the biggest concern at this time, especially for the seasonal tubing hill attendant positions. Staff has been working diligently with Human Resources on creative and innovative hiring ideas. The lack of housing remains a recruitment issue at this time.
- Operational updates included the following:
 - Snowmaking began for the tubing hill and the Nordic Center! An electrician installed more pedestals for snowmaking; staff hired maintenance operators; staff conducted snowmaker training, 3 days and one overnight; tested and ran all snowmaking equipment; fixed air leak in tower gun. Staff is simply hoping for Mother Nature to cooperate at this time.
 - Equipment updates: PW serviced the Husky, Bison, and work truck; BR 350 service scheduled for second week in November; picked up tracks and new sprockets for BR350
 - Wrapped up and finalized summer trail projects.
 - Finished mechanical work on magic carpet project, cleaned up lift vault
 - Installed new permanent sign at bottom of the lift
 - Organized shop tools, “woodworking” corner
 - Organized tuff shed with summer supplies/tools

- The Regional High School Cross Country Meet was held on the PRA trails on 10/19 with 7 teams from across the state participating.
- Through September, revenues are tracking well at 78% of budget for the year. Due to a challenging winter season last year, revenue is behind 2016 YTD figures at this time. The goal is to open the tubing hill on Thanksgiving Day, pending weather and snowmaking conditions. Provided the hill opens, staff is anticipating a strong November and December and anticipates hitting targeted budgeted revenues for the year. Expenses are tracking well at this time at 65% of year to date budget. Nearly 65% of the expense budget for the tubing hill/ski and ride hill is in the personnel and benefit line items.

Photo 1: Snowmaking Efforts on the Tubing Hill, taken 11/6/17.



Table 1: Frisco Adventure Park Figures (1160)
September budget/financial numbers for reference only

	September 2017	September 2016	September 2015
Revenue – 1160	\$6,106	\$3,571	\$3,109
Expenses – 1160	\$58,774	\$52,208	\$39,101

	YTD Actual 2017	Budget 2017	YTD Actual 2016	YTD Actual 2015
Revenue – 1160	\$1,295,944	\$1,648,500	\$1,378,966	\$1,183,368
Expenses – 1160	\$834,139	\$1,284,650	\$661,955	\$613,840

October highlights for the **Frisco Nordic Center** included the following:

- The Frisco Nordic Center operation now falls entirely under the Adventure Park operations. Last season, it was split between the Adventure Park operations and Programs and Events. Jim Galanes returned this season as the Nordic Manager, and we are thrilled to have him back overseeing the Nordic operation. He reports directly to Katie Barton, Adventure Park General Manager.
- The month of October was the first opportunity to bring the staff together at the start of the new operational season. After the first year of operation by the Town of Frisco, much was learned about the operation. Last year, the Nordic Center operated in a very similar fashion as the previous operators had done and is common throughout the industry. Over the spring, through the summer and fall the Recreation and Culture Director, General Manager, Manager, and staff of the Nordic Center assessed the programs and services offered and discussed how to improve the overall operation and provide better programs for residents and visitors. To summarize what we learned:
 - The vast majority of the ~ 8,000 day passes sales and rental sales were from one time visitors. While it is difficult to put a number on this, a conservative estimate is 75% or greater were one time or pass through visitors.
 - The numbers of lessons, about ~500 individuals was low at 20-25% of our capacity, and similarly the perception is that our season pass sales were low when compared to the potential demand.

In determining a course of action to move forward based on what was learned in the first year of operation, we will continue to offer the same service programs as we provide last year. However, the focus of those services offered will shift somewhat. Our primary focus is to explore opportunities to grow participation in the sports locally (Summit County) through more clinics, community ski sessions, and educational opportunities. These clinics and educational opportunities will focus on exposing the broader community to the health and fitness benefits of cross country skiing. We believe this focus is needed to grow participation of our regular users and increase the season pass sales and the overall involvement of the local community in using the Frisco Nordic Center. We will continue to provide exceptional service to our rental customers and pass through skier visits. Due to the relatively low demand for lessons, particularly during the week, we will slightly reduce the number of ski lesson blocks available in order to provide more programs and opportunities for residents.

- Jim transitioned to full time status during the month of October and brought back our Guest Service Lead (Bernie Frey) and our Lead Instructor (Malin Bengtsson). Projects included the following:
 - Reviewed staffing needs for the 2017-2018 season; posted positions and interviewed accordingly. Hired a new full time groomer, Adele Zeh. Mike Novelly, our groomer from last season, has moved home to the Midwest to care for his aging parents.
 - Assessed equipment and supply needs for the winter of 2017-2018, placed initial orders for time sensitive supplies.

- Meetings and information sessions with Summit Nordic Ski Club, High School program, Middle School Program, Team Summit and Summit Nordic Ski Club.
- Worked with the General Manager and the Adventure Park staff to review operations, snow-making process, trail maintenance work, and equipment and staffing needs.
- Developed plans for the placement of snow-fencing, trail configuration and improved signage.
- Developed a master schedule of events, community programs, and services for the winter season.
- Redesigned the rental area to improve space utilization and customer flow.
- Reassessed the food and beverage flow to better serve customer's needs.
- Reviewed prior snowshoe trails and discussed potential reroutes to reduce conflicts and improve safety.
- Field work to establish new snowshoe route and collect GIS coordinates for mapping

Table 2: Frisco Nordic Center Figures (1170)

	September 2017	September 2016
Revenue – 1150	\$3,995	\$0
Expenses – 1150	\$3,265	\$9,898

	YTD Actual 2017	Budget 2017	YTD Actual 2016
Revenue – 1150	\$199,412	\$323,750	\$0
Expenses – 1150	\$121,841	\$343,264	\$10,662

Photo 2: Snowmaking Efforts at the Frisco Nordic Center.



Marina: October highlights for the Marina included the following:

- Staff got ready for winter, which included our annual and seasonal Crane Day! October rentals were down compared to 2016 figures due to a combination of weather and the selling of four of the rental pontoons rather quickly. Two pontoons are still available for sale at this time.
- Redesign of the Lund House continues at this time with meetings and coordinated efforts with Matt Stais, architect. Surveying is underway at this time; coordination will start with the master planning efforts in mid-November.
- Interviewed Master Plan candidates. Interviewed five firms and have a request on the Council's consent agenda on 11/14 to work with Logan Simpson on this project.
- We continue to have a waitlist for slips and racks for the 2018 season. The firm hired for the master planning process will review this issue in depth and provide recommendations moving forward. Currently, there are a total of 60 people on the slip waiting list for 2018, 13 people on the slip internal transfer list, 188 people on the kayak racks waitlist, and 27 people on the rack internal transfer list. Parking issues will also be reviewed through this master planning effort, including the parking of boats for the winter storage option. More and more people are storing their boats with us at this time, thereby creating capacity issues.
- CIRSA inspections took place in October with a few recommended changes in the Service Building. Staff is addressing these issues at this time.
- Put in order for 2018 purchase of rental pontoon boats and motors.
- End of season meetings with Windriders of the Rockies and Adventure Paddle tours.
- October was a busy month with work orders and fall clean up. Work orders included hauling, washing, decommissioning sails, stepping masts, winterizing motors and shrink wrapping. Boats were hauled from the ramp with the tractor, loader and crane. Clean up also included moving docks to winter storage, winterizing equipment, removing canopies, bike racks, picnic tables and trash cans.
- Through September, revenues continue to exceed 2017 budgeted amounts, coming in at 116.5% of budget and nearly 10% ahead of 2016 year to date figures. Expenses are also tracking well at this time at 50% of budget. This number is low due to the reallocation of some of the capital improvement projects from the 2017 budget to the 2018 budget.

Table 3: Frisco Marina Figures

NOTE: October numbers, September budget numbers

Rental Item	October 2017	October 2016	October 2015
Canoe	12	17	28
Single Kayak	21	66	76
Tandem Kayak	13	37	59
SUP	0	0	0
Hobie's	0	n/a	n/a
Fishing Boat	6	6	12
Pontoon	14	37	28
Runabout	10	19	17
TOTAL	76	182	220

	September 2017	September 2016	September 2015
Revenue – 9000	\$146,541	\$128,123	\$157,946
Expenses – 9000	\$132,768	\$126,681	\$91,818

	YTD Actual 2017	Budget 2017	YTD Actual 2016	YTD Actual 2015
Revenue – 9000	\$1,515,450	\$1,301,050	\$1,379,157	\$1,276,011
Expenses – 9000	\$829,314	\$1,659,820	\$725,570	\$828,994

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

- October visitor attendance totaled 1,760 people (compared to 3,290 in 2016), with an average of 70 people/day. This number is significantly lower than 2016 visitation numbers, yet very comparable to October 2015 visitation numbers. As always, please note that these attendance numbers are based on a click system and therefore do not always accurately reflect all visitors to the museum and park.
- Museum programs offered in October included the following:
 - Nightmare at the Museum – Drew 150 Guests / 10 Volunteers; 50 Participants on Cemetery Tour / 55 on Participants on Pub Walk; Coroner’s Office Raised \$1000.00
 - Bill’s Ranch Tour - 30 Participants / 1 Volunteer
 - Hosted 1 Group Visit - 15 Guests
 - Halloween Night – 1500 Guests / 10 Volunteers
 - Closed Oct. 30-Nov.3rd for Cleaning, Maintenance and Inventory
- Ongoing Museum projects included the following:
 - Switched to Winter Hours – Oct.-Dec. 2017
 - Put Up Holiday Décor and Lights
 - Attended and Presented at the MPMA Conference in Denver
 - Finalized 2018 Winter Lecture Series
 - Finalizing Town of Frisco Historic Property Inventory.
 - Finalized Town of Frisco Public Art Inventory.

- Planning for 2018 Museum Programs & Events. (35th Anniversary)
 - Auditing and digitizing Museum Collections - *Ongoing*.
 - Planning for 2018 Exhibit Projects: Oral History/Tipi/Diorama Updates
- Through September, revenue is tracking exceptionally well at 110% of budget. Building rental revenue is significantly ahead of budget at 257% of budget and accounting for this increase. Expenses are tracking well at 65% of budget.

Table 4: Frisco Historic Park and Museum Figures

NOTE: October attendance numbers, September budget numbers

	October 2017	October 2016	October 2015
Attendance	1,760	3,290	1,580

	September 2017	September 2016	September 2015
Revenue – 1125	\$1,766	\$1,295	\$1,237
Expenses – 1125	\$22,329	\$14,143	\$13,732

	YTD Actual 2017	Budget 2017	YTD Actual 2016	YTD Actual 2015
Revenue – 1125	\$16,537	\$15,000	\$14,800	\$12,995
Expenses – 1125	\$196,743	\$304,279	\$159,357	\$140,181

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

- Lucas James Joyce was born to Linsey and Mike Joyce on October 9th at 11:40am. He weighed in at 6lbs., 3oz and was 20 inches long. Congratulations to the entire Joyce family!



Photo 3: Lucas James Joyce

- Kaiser Permanente came in with a \$6,500 sponsorship for the 5th Annual Turkey Day 5k! This sponsorship money will help cover the costs for racer gifts.
- The BOKS (Build Our Kids' Success) program is in its second year at Frisco Elementary School. The BOKS programs strives to get kids active, and jumpstart their brain for more optimal learning potential. This program has doubled in participation, and is offered in 3 monthly sessions (October, November, and December) on Tuesday and Thursday mornings. October started with 9 children enrolled and grew to 12 as the month went on.
- Staff time this month was spent prepping for upcoming programs and events such as the Girls on the Run 5k on November 11th, the Turkey Day 5k on November 23rd, Nordic clinics and events which will take place throughout the winter months, and Fun Club for school breaks.
- October Break Fun Club took place on October 30th and 31st for Summit Schools' Fall Break. Numbers were lower than year's past, with a total of 17 kids over the two days. The highlight of this trip was a trip to Cottonwood Farms to learn about the history of farming, where each child got to take home 2 pumpkins!
- Through September, revenue is tracking exceptionally well and ahead of budget at 109.5%, and ahead of 2016 YTD figures by nearly 10%. Expenses are at 96% and higher than expected at this time primarily due to seasonal instructor salaries and contracted expenses. The contracted expenses are higher due to the popularity of such contracted programs like Lego Camp, Girls on the Run Camp and Chess Camp.

Table 5: Recreation Programs and Special Event Figures

NOTE: October Program Numbers, September budget numbers

	October 2017	October 2016	October 2015
Winter Fun Club	17	31	33
BOKS	84	60	n/a
Total Participation	101	91	33

	September 2017	September 2016	September 2015
Revenue – 1150	\$1,620	\$10,180	\$3,071
Expenses – 1150	\$24,073	18,170	\$16,780

	YTD Actual 2017	Budget 2017	YTD Actual 2016	YTD Actual 2015
Revenue – 1150	\$276,370	\$252,500	\$251,866	\$242,508
Expenses – 1150	\$325,228	\$337,715	\$265,093	\$241,812

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

NOVEMBER

- November 11 – Girls on the Run 5k
- November 18 (tentative) – Frisco Nordic Center Opening Day
- November 18 – Two Below Zero Dinner Sleigh Rides Opening Day
- November 23 – Turkey Day 5k
- November 23 (tentative) – Tubing Hill Opening Day

DECEMBER

- December 1-10: Wassail Days
- December 22, 23, 26-30 – Winter Fun Club
- December 16 – Kids Night Out



The Frisco Rowing Center would like to thank the Town of Frisco and the staff of the Frisco Bay Marina for their support this 2017 season.

Frisco Rowing Center is a 501(C)3 organization, with youth, senior, and adaptive programs. We are an all volunteer organization, governed by a board of directors. We provide our members and visitors with a wide variety of high quality rowing shells. This year we especially thank Vanessa Agee for encouraging us to update our website, and suggesting a professional organization to help build the framework and upgrading to the latest software. Please look at our new website: <http://www.friscorowing.com>.

Thank you to Vanessa for helping promote our Center in Country Living: Best Small Lake Towns in America. <http://www.countryliving.com/life/travel/g4458/best-small-lake-towns-in-america/>

“Whatever you do, our one piece of advice is to wake up early (at least once): the [Frisco Rowing Club](#) offers lessons and rentals and you'll never forget cruising over the glassy surface at 6 a.m. with bald eagles and osprey overhead. “

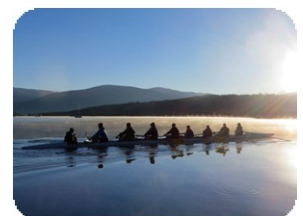


We host annually 2 open house/clinics to the community which involves a free introductory rowing lesson and breakfast. People get to try out rowing on a land simulator, a rowing machine, and then take some strokes in a rowing shell on the water. The first clinic is in conjunction with US Rowing Learn to Row Day. They promote our rowing center by listing us, pinpointing where we are on a map, and providing us with promotional materials and a banner. Many locals sign up for lessons at the open house.



Frisco Rowing Center and Frisco Bay Marina co-hosted for the 5th year in a row, an “On the Water Day” for members of the National Repertory Orchestra, a 501 (c) 3 organization. The Marina provided paddle craft, and the rowing club offered lessons and use of rowing shells. Members of the community provided a scrumptious brunch, served at the rowing center site. The musicians say it is their most engaging, relaxing, outdoor activity. They have very little time off from practicing and performing.

We are the sponsors of the Colorado Junior Crew from Boulder. They held an annual 4 day camp at Frisco Rowing Center and stayed in local condos within walking distance to the marina. It’s exciting to experience the enthusiasm, teamwork, and focus of these young people.



We have members ranging in age from 14 to 82. Our regular members come from all over Summit County, The Front Range, Vail Valley, Bailey, Colorado Springs, and Glenwood Springs. We are seeing an increase in visitors from all over the country and abroad, as word gets out about the beauty of rowing on Lake Dillon, and how accommodating our Rowing Center is to visitors. Many belong to other rowing clubs and return to tell club members to come and row with us.

We give rowing lessons daily, often to visitors who stop by and want to try it out. Because of our visible location in the Marina we attract a lot of attention and our brochures constantly need replenishing.

We had a successful Dillon Challenge Regatta on August 6th with 100 racers from many other rowing clubs, and stand-up-paddlers from around Colorado and neighboring states. It was exciting to see so many youth participants.

Rowing originated in the 1800's as a competitive sport at the collegiate level and the sport has seen a great resurgence in the past 20 years worldwide. The advantages of rowing for aerobic exercise is that it is a full body sport that uses all of the muscle groups without impact, and people can start as youth and row late into their senior years. Many US high schools and most colleges now have crew. There are 10 rowing clubs in Colorado including Frisco Rowing Center. We claim to have the highest rowing club in North America or maybe the world, and the most scenic. Masters regattas are held all over the country and the world. We have members that travel regularly to compete in masters regattas across the country and abroad. This fall the US hosted the Rowing World Championship for the first time in 40 years at a newly approved venue in Sarasota, FL. Top elite rowers from 60 nations competed.

Thanks to the excellent staff of the Frisco Marina for keeping the docks safe and accessible, and keeping watch over our coaching launch. We very much appreciate you!

Joanne Stolen
President, Frisco Rowing Center

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
OCTOBER 24, 2017**

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

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

Absent: Dan Kibbie

Public Comment:

There was no public comment.

Council Comment:

Mayor Wilkinson reminded everyone that Trick or Treat Street is Tuesday night.

Consent Agenda:

Minutes October 10, 2017 Meeting
Warrant List
Purchasing Cards
Two Below Zero Concessionaire Agreement

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

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

New Business:

Agenda Item #1: Resolution 17-19, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Frisco, Colorado for the Calendar Year beginning January 1, 2018 and ending December 31, 2018 STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Finance Director Bonnie Moinet indicated that this resolution summarizes expenditures and revenues for each fund and adopts the 2018 budget. Mayor Wilkinson opened the public hearing at 7:02 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:03 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE RESOLUTION 17-19, SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A

BUDGET FOR THE TOWN OF FRISCO, COLORADO FOR THE CALENDAR YEAR BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018. SECOND, COUNCIL MEMBER CANCELOSI. VOTE:

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

Old Business:

Agenda Item #2: Second First Reading, Ordinance 17-11, an Ordinance Levying General Property Taxes for the Year 2017 to Help Defray the Cost of Government for the Town of Frisco, Colorado for the 2018 Budget Year STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Finance Director Bonnie Moinet indicated that this ordinance allows the Town to levy general property taxes for the year 2017 to help defray the cost of government for the Town of Frisco for the 2018 budget year. Pursuant to Section 39-1-111.5, C.R.S., if a local government needs property tax to balance its proposed budget, the Town Council, through an official action, must set and certify a mill levy by ordinance or resolution. It must then certify the mill levy to the Board of County Commissioners. The mill levy has to be certified to the BOCC by December 15. Mayor Wilkinson opened the public hearing at 7:05 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:06 p.m.

MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE THE SECOND READING OF ORDINANCE 17-11, AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2017 TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF FRISCO, COLORADO FOR THE 2018 BUDGET YEAR. SECOND, COUNCIL MEMBER CANCELOSI. VOTE:

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

Agenda Item #3: Second Reading, Ordinance 17-12, Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amount and for the Purposes as Set Forth Below for the Town of Frisco, Colorado for the 2018 Budget Year STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Finance Director Bonnie Moinet indicated that this ordinance appropriates sums of money to various funds and spending agencies. An appropriation is the legal spending limit authorizing the expenditures set forth in the budget by the governing board. The Town Council through an official action must enact the appropriation, by ordinance or resolution. The budget is merely a fiscal plan for the coming year, while the appropriation is the legal authority to spend the money. Mayor Wilkinson

opened the public hearing at 7:07 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:08 p.m.

MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE THE SECOND READING OF ORDINANCE 17-12, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNT AND FOR THE PURPOSES AS SET FORTH BELOW FOR THE TOWN OF FRISCO, COLORADO FOR THE 2018 BUDGET YEAR. SECOND, COUNCIL MEMBER SHANER. VOTE:

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

There being no further business, the meeting adjourned at 7:09 p.m.

Respectfully Submitted,

Deborah Wohlmuth, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: CHARTER REVIEW OF CHAPTER 124, NUISANCES
DATE: NOVEMBER 14, 2017

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

Background: Chapter 124, Nuisances, was added in August of 1979 by Ordinance 79-18. Amendments have occurred to this chapter 1980, 1982, 1985, 1989, 1990, 1993, 2002, 2004, 2006, 2008, and 2009. Per the Home Rule Charter, staff has reviewed Chapter 124 and determined there are no amendments necessary at this time. Chapter 124, titled Nuisances is attached for your review.

Staff Recommendation: On that basis, it is my recommendation that the Council make a motion acknowledging that Chapter 124, titled Nuisances has been reviewed pursuant to the Home Rule Charter and that no changes are necessary at this time.

NUISANCES

Chapter 124

NUISANCES

- § 124-1. Definitions.
- § 124-2. Nuisance Prohibited.
- § 124-3. Authority to Declare Nuisances.
- § 124-4. Enumeration of Nuisances.
- § 124-5. Complaints.
- § 124-6. Inspections.
- § 124-7. Abatement.
- § 124-8. Costs of Abatement.
- § 124-8.1. (Reserved)
- § 124-8.2. (Reserved)
- § 124-9. Remedies.
- § 124-10. Violations and Penalties.
- § 124-11. Aquatic Nuisance Species – Declaration; Prohibition; Impoundment and Inspection; Duty to Report

[HISTORY: Adopted by the Board of Trustees (now Mayor and Town Council) of the Town of Frisco 08-27-79, Ord. 79-18. Section 124-10A amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I. Other amendments noted where applicable.]

GENERAL REFERENCES

- Alcoholic Beverages—See Ch. 53.
- Dogs and Other Animals—See Ch. 79.
- Insertions—See Ch. 87.
- Ordinances—See Ch. 127.
- Signs—See Ch. 180, § 180-20.
- Snowmobiles—See Ch. 153.
- Zoning—See Ch. 180.

§ 124-1. Definitions. [Amended 06-03-80, Ord. 80-16; 11-06-90, Ord. 90-15]

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

Nuisance means any substance, act, occupation, condition or use of property declared a nuisance by this chapter or declared a nuisance by the State of Colorado, or by any court or agency thereof, or known as a "nuisance" at common law or which is of such nature and duration as to:

- A. Substantially annoy, injure or endanger the comfort, health, repose or safety of the public.
- B. In any way render the public insecure in life or in the use of property.

NUISANCES

- C. Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway or other public place or way.

§ 124-2. Nuisance Prohibited. [Amended 02-10-04, Ord. 04-02]

No person shall make or cause any nuisance to exist and no person being the owner, agent or occupant or having under his control any building, lot or premises or unimproved real estate within the town limits of the Town of Frisco, Colorado, shall maintain or allow any nuisance to be or remain therein.

§ 124-3. Authority to Declare Nuisances. [Amended 06-18-85, Ord. 85-05; 11-06-90, Ord. 90-15]

Any act, condition, substance, occupation or use of property which substantially meets the criteria of a nuisance as defined in § 124-1 above may be declared a nuisance by the Town Council, and nothing in § 124-4 below shall be construed to limit the power of the town to make such declaration. The Director of the Community Development Department or an authorized representative is hereby appointed to administer and implement this chapter.

§ 124-4. Enumeration of Nuisances. [Amended 06-03-80, Ord. 80-16; 04-05-82, Ord. 82-07; 03-13-90, Ord. 90-04; 11-06-90, Ord. 90-15; 03-02-93, Ord. 93-03; 07-02-02, Ord. 02-15; 02-10-04, Ord. 04-02; 10-28-08, Ord. 08-14]

The following are declared a nuisance:

- A. Unwholesome businesses. Any offensive, unhealthy or immoral businesses or establishment within the town or within one (1) mile beyond the outer limits of the town as such outer limits are now, or may be hereafter, constituted.
- B. Discharge of liquid waste. The discharge out of or from any place of foul or nauseous liquids or substances of any kind whatsoever into or upon any ground or upon any street, alley or public place.
- C. Idling of motor vehicles. The idling of a motor vehicle of any kind for more than fifteen (15) minutes within the Town of Frisco limits, except for emergency vehicles, vehicles engaged in traffic operations, vehicles being serviced, vehicles that must idle to operate auxiliary equipment and vehicles in traffic congestion.
- D. Abandoned telecommunication facility.
- E. Removal of dead animals. The body of any animal which has not been properly disposed of within twenty-four (24) hours after death.
- F. Stagnant pond. Any cellar, vault, drain, sewer, pond or water or other place in this town that shall be nauseous or offensive to others or injurious to public health

NUISANCES

through an accumulation or deposit of nauseous, offensive or foul water or other substances.

- G. Open wells and cisterns. Any well or cistern on any property, whenever a chemical analysis or other proper test or the location of the same shows that the water of said well or cistern is probably contaminated, impure or unwholesome. Open wells and cisterns shall be adequately covered with a locked lid or other covering weighing at least sixty (60) pounds.
- H. Sinkholes or other depressions in the surface of land which have subsided or collapsed due to inadequate underground support.
- I. Handbills, posters, placards, and garage sale signs. Any handbill, poster, placard, painted or printed matter, or garage sale sign which shall be stuck, posted or pasted upon any public or private house, store or other buildings or upon any fence, power pole, telephone pole or other structure without the permission of the owner, agent or occupant thereof.
- J. Unused appliances. Any unused refrigerator, washer, dryer, freezer or other appliance within any yard or lot or carport or residential area without the door of the same being removed.
- K. Vacant buildings. Any uninhabited building that is not properly secured to prevent normal entry.
- L. (Reserved)
- M. Inoperable vehicle. Any automobile, truck, trailer or self-propelled vehicle designed for carrying passengers which is incapable of moving under its own power and is not completely enclosed by a fitted vehicle cover, completely enclosed by a building or solid fenced enclosure six (6) feet in height, or on the premises of a business enterprise when the keeping of such vehicle is related to the operation of such business enterprise.
- N. Accumulation of garbage, trash or junk. Any accumulation of garbage, trash or junk, including but not limited to building and construction materials that endanger the public health, safety and welfare.
- O. Fire, smoke, and odor from burning. Any fire, smoke or odor that endangers the health, safety or welfare of the community.
- P. Standing dead trees. Any standing dead tree that is either (i) greater in height (as measured in feet) than the distance (as measured in feet) between any part of the trunk and the nearest point of any property line of the real property on which it is located; or (ii) located within fifteen (15) feet of any building as measured on a horizontal line between any part of the tree and the nearest point of any building.
- Q. Mountain pine beetle and beetle-infested trees. The mountain pine beetle (*Dendroctonus ponderosae*) is hereby declared to be a public nuisance. All

NUISANCES

species and varieties of live pine trees infested by the mountain pine beetle; all species and varieties of pine trees that are dead or dying and all dead pine wood to which the bark is attached which, because of their condition, may serve as a breeding place for the mountain pine beetle.

§ 124-5. Complaints.

Complaints of nuisances may be made to the Police Department, Building Inspector or any other town official. Whenever possible any complaint shall state the nature of such nuisance, the location, including the street address, the name of the owner, agent or occupant of the building or lot, if known, and the name and address of the complainant.

§ 124-6. Inspections. [Amended 03-02-84, Ord. 84-02; 04-11-06, Ord. 06-17]

- A. Whenever necessary to make an inspection to enforce this chapter, or whenever an authorized representative of the town has reasonable cause to believe that there exists in any building or upon any premises any condition which constitutes a nuisance, the Building Inspector, police officer or other authorized representative of the town shall first present proper credentials and shall request entry. If entry is refused, such person shall give the owner or occupant, or if the owner or occupant cannot be located after a reasonable effort he shall leave at the building or premises, a written notice of intent to inspect not sooner than twenty-four (24) hours' written notice of intention to inspect after the time specified in the notice of intention to inspect. The notice shall state that the property owner has the right to refuse entry and that in the event such entry is refused, inspection may be made only upon issuance of a search warrant by the Municipal Judge of the Town of Frisco or a judge of any other court having jurisdiction.
- B. In addition to, or in lieu of, the procedures described in subsection A above, the Building Inspector, a police officer or other authorized representative of the town may appear before the Municipal Judge of the Municipal Court of the Town of Frisco and, presentation of an affidavit upon showing probable cause, shall obtain a search warrant entitling him, the Building Inspector, a police officer or some other authorized representative of the town to enter said building or upon such premises. For purposes of this section, probable cause exists when the supporting affidavit alleges sufficient facts to warrant a person of reasonable caution to believe that a nuisance, as defined by this Chapter, is located or maintained on the premises to be searched. In determining whether probable cause for issuance of a search warrant exists, the Municipal Court Judge shall consider the totality of the facts and circumstances known to the affiant, and due consideration shall be given to the affiant's experience and training in evaluating the existence or probable existence of a nuisance. In determining whether probable cause exists for issuance of the search warrant, the Municipal Court Judge shall make a practical, commonsense decision as to whether, given the totality of the circumstances set forth in the affidavit, there is a fair probability that evidence of a nuisance will be found in a particular place.

NUISANCES

- C. After obtaining a search warrant, the Building Inspector, police officer or other authorized representative of the town may enter the subject building or premises using such reasonable force as may be necessary to gain entry. It shall be unlawful for any owner or occupant of said building or premises to resist reasonable force used by any authorized agent acting pursuant to this chapter.
- D. Whenever an emergency situation exists in relation to the enforcement of any of the provisions of this chapter, the Building Inspector, police officer or other authorized representative of the town, upon a presentation of proper credentials or identification in the case of an occupied building or premises, or possession of said credentials in the case of an unoccupied building or premises, may enter into any building or upon any premises within the jurisdiction of the Town of Frisco. In said emergency situation, such person may use such reasonable force as may be necessary to gain entry into said building or upon said premises. It is unlawful for any owner or occupant of the building or premises to deny entry to the Building Inspector, or to any police officer or other authorized representative of the town, or to resist reasonable force used by such person acting pursuant to this subsection.
- E. For purposes of the above Subsection D, an emergency situation shall include, but not be limited to, any situation where there is imminent danger of loss of life, limb or property.

§ 124-7. Abatement. [Amended 04-05-82, Ord. 82-07; 03-02-84, Ord. 84-02; 04-11-06, Ord. 06-17; 04-08-08, Ord. 08-07]

- A. Each and every nuisance declared or defined by any ordinance of the town or otherwise is hereby prohibited. If any nuisance is found to exist upon property owned by the town, the town shall abate such nuisance as soon as is practicable.-
- B. If any nuisance found to exist on public or private property shall cause such imminent danger to life, limb, property or health as to require immediate abatement, any such nuisance may be summarily abated by action of the Building Inspector, Chief of Police or such other authorized representative of the town. The costs of such abatement shall be charged and recovered as provided by section 124-8.
- C. Upon the discovery of any nuisance on public or private property in the town that is not abated pursuant to subsections A or B above, the Chief of Police, Building Inspector, or other authorized representative of the town, may, in the exercise of his discretion, notify in writing, the owner of the property on which the nuisance is discovered and require said owner to abate the same in such reasonable time and manner as prescribed. The reasonable time for abatement shall not exceed fourteen (14) days, unless extended for good cause at the reasonable discretion of the person issuing the notice. Such notice shall be signed by the official issuing the same , state that if the nuisance is not abated within the time period stated in the notice, then the town will seek an abatement order from the Municipal Court and will assess the cost of such abatement, together with an additional five

NUISANCES

percent assessment for inspection and incidental costs, and an additional ten percent assessment for the costs of collection, as a lien against the property to be collected in the same manner as real estate taxes against the property.

- D. Service of notice. If written notice to abate is given, it shall be served by:
1. Posting a copy of the notice in a conspicuous place on the premises upon which said nuisance exists; and
 2. By mailing a copy of the notice by first class United States mail, to the last known address of the owner of said premises as reflected in the Summit County real estate or tax assessment records. At the time of mailing of said notice, the Town shall obtain a certificate of mailing from the United States Post Office.
- E. Abatement Order. If the person notified in accordance with Subsection C and D above shall neglect or refuse to comply with the notice to abate the nuisance within the time specified, such person shall be guilty of a violation of this chapter and the, Town Attorney may apply to the-Municipal Court for an abatement order as follows:
1. The application shall be accompanied by an affidavit or testimony establishing to the satisfaction of the Court, based on a preponderance of the evidence, that a nuisance as defined by this Chapter exists on the subject property, and that the town has complied with the notice requirements of subsection C and D above, and that the owner has failed to abate the identified nuisance upon the property.
 2. The town shall give notice to the owner of the subject premises of its application for the abatement order in the manner as provided above in subsection D.
 3. The notice of application for an abatement order shall include a copy of the town's application and its affidavit or a summary of its anticipated testimony in support of its application, as well as the time, date, and place at which the town will appear before the Municipal Court to request entry of the abatement order.
 4. At the stated time, date, and place, the Municipal Court Judge shall hold a hearing to review the application for abatement order, the affidavit, if any, and any testimony or other evidence offered by the town in support of the application, as well as any testimony or other evidence presented by the owner, if present.
 5. Thereafter, the Municipal Court is authorized to enter an order authorizing the town to enter upon such property, abate the nuisance and recover its costs as provided by section 124-8.

NUISANCES

6. Upon the Municipal Court's issuance of an order authorizing the abatement of a nuisance, the Building Inspector, Chief of Police or other authorized representative of the town shall abate said nuisance or cause the same to be abated, employing such forces and persons as may be necessary to abate said nuisance or cause the same to be abated, including the employees of the town, either by contract or otherwise. All other town officials and employees are authorized and directed to render such assistance to the Building Inspector, Chief of Police or other authorized representative of the town as may be required for the abatement of such nuisance.
7. Any officer or employee of the Town of Frisco who shall be authorized herein to abate any nuisance specified in this chapter shall have authority to engage the necessary assistance and incur the necessary expenses thereof. The town or any of its representatives shall proceed in all abatement cases with due care and without any unnecessary destruction of property, except that in the case of a mountain pine beetle infested tree or pine tree that is dead or dying and all dead pine wood to which the bark is attached, as described in §124-4(Q), abatement of the public nuisance shall necessarily consist of complete destruction of the tree or wood.

§ 124-8. Costs of Abatement. [Amended 03-02-84, Ord. 84-02; 04-11-06, Ord. 06-17]

- A. The person or persons responsible for any nuisance within the town shall be liable for and pay and bear all costs and expenses of the abatement of said nuisance. The actual costs of abatement, together with an additional five-percent assessment for inspection and incidental costs and an additional ten-percent assessment for costs of collection, shall be assessed against the owner of any private property upon which a nuisance was abated and such costs and expenses may be collected by the town in any action at law, referred for collection by the Town Attorney or assessed against the property as hereinafter provided.
- B. The Town Treasurer shall mail notice of the assessment by registered mail to such owner at his address as shown in the Summit County tax assessor's records and such costs shall be paid to the Town Treasurer within thirty (30) days thereafter. Service shall be complete upon depositing the notice within the United States mail, postage prepaid for registered mail. The notice shall notify such owner that work has been performed pursuant to this Chapter, stating the date of performance of the work, the nature of the work and demanding payment of the costs thereof, as certified by the Town Treasurer, including an additional five-percent assessment for inspection and other incidental costs in connection therewith and an additional ten-percent assessment for costs of collection. Such notice shall also state that if said amount is not paid within thirty (30) days after mailing the notice, it shall become an assessment on and a lien against the property of said owner, will be certified by the Town Clerk to the County Treasurer as an assessment against such property, and will be collected in the same manner as a real estate taxes upon the property.

NUISANCES

- C. Failure to pay such assessment within such period of thirty (30) days shall cause such assessment to become a lien against such property until paid and shall have priority over all liens, except general taxes and prior special assessments.-
- D. The Town Clerk shall certify any assessment not paid when due to the County Treasurer, who shall collect the assessment, including the five-percent assessment for inspection and incidental costs and the additional ten-percent assessment for costs of collection, in the same manner as other taxes are collected.

§ 124-8.1. (Reserved)ⁱ

§ 124-8.2. (Reserved)ⁱⁱ

§ 124-9. Remedies.

- A. No remedy provided herein shall be exclusive, but the same shall be cumulative, and the taking of any action hereunder, including the charge or conviction of a violation of this chapter in the Municipal Court of the Town of Frisco, shall not preclude or prevent the taking of another action hereunder to abate or enjoin any nuisance found to exist.
- B. Whenever a nuisance exists, no remedy provided for herein shall be exclusive of any other charge or action, and when applicable the abatement provisions of this chapter shall serve as and constitute a concurrent remedy over and above any charge or conviction of any municipal offense or any other provision of law. Any application of this chapter that is in the nature of a civil action shall not prevent the commencement or application of any other charges brought under the municipal ordinances or any other provision of law.

§ 124-10. Violations and Penalties. [Amended 08-05-80, Ord. 80-20; 02-07-89, Ord. 89-01]

- A. Whenever in any section of this chapter the doing of any act is required, prohibited or declared to be unlawful and no definite or penalty is provided for a violation thereof, any person, firm or corporation who shall be convicted of a violation of any such section shall, for each offense, be punishable as provided in Chapter 1, General Provisions, Article I.
- B. Any person who shall have possession or control of any private ground or premises, whether he is owner thereof or not, in or upon which any such nuisance shall exist or may be found, whether such nuisance has been heretofore or shall be hereafter created, shall be deemed guilty of a separate offense, as the author of a nuisance, for every period of twenty-four (24) hours' continuance of such nuisance after due notice is given to abate the same.ⁱⁱⁱ

§ 124-11. Aquatic Nuisance Species – Declaration; Prohibition; Impoundment and Inspection; Duty to Report. [Added 05-12-09, Ord. 09-10]

NUISANCES

- A. Definitions. As used in this Section, unless the context otherwise requires:
1. *Aquatic nuisance species* means exotic or nonnative aquatic wildlife or any plant species that have been determined by the State of Colorado Board of Parks and Outdoor Recreation in the Department of Natural Resources to pose a significant threat to the aquatic resources or water infrastructure of the state, including but not limited to the aquatic nuisance species commonly known as the “Zebra Mussel” and “Quagga Mussel.”
 2. *Conveyance* means a motor vehicle, vessel, trailer, or any associated equipment or containers, including, but not limited to, live wells, ballast tanks, and bilge areas that may contain or carry an aquatic nuisance species.
 3. *Decontaminate* means to wash, drain, dry or chemically or thermally treat a conveyance in accordance with rules promulgated by the State of Colorado Board of Parks and Outdoor Recreation in the Department of Natural Resources in order to remove or destroy an aquatic nuisance species.
 4. *Equipment* means an article, tool, implement, or device capable of containing or transporting water.
 5. *Inspect* means to examine a conveyance pursuant to procedures established by the Marina by regulation in order to determine whether an aquatic nuisance species is present and includes examining, draining, or chemically treating water in the conveyance.
 6. *Marina* means the Frisco Bay Marina.
 7. *Qualified peace officer* means a Town of Frisco police officer or Code Enforcement officer or a Level Two U.S. Fish and Wildlife Service certified watercraft inspector.
- B. Powers and duties of the Marina.
1. In order to prevent, control, contain, monitor and, whenever possible, eradicate aquatic nuisance species from the waters of the Town and waters adjacent to the Town, the Marina Manager or his designee is hereby authorized to establish, operate and maintain an aquatic nuisance species check station in order to inspect and decontaminate conveyances pursuant to this Subsection B and to Subsection C below.
 2. Upon a reasonable belief that an aquatic nuisance species may be present, the Marina Manager or his designee may:
 - a. Require the owner or operator of a conveyance to decontaminate the conveyance by use of the Marina’s aquatic nuisance species check

NUISANCES

station pursuant to use policies for the same established by the Marina Manager, which use policies may include the establishment of a fee for decontamination services not to exceed the cost to the Marina of performing the services; or

- b. Arrange for the impoundment, inspection and decontamination of the conveyance pursuant to Subsection C below.
 3. The Marina Manager or his designee may monitor the waters of the Town and waters adjacent to the Town for the presence of aquatic nuisance species.
- C. Inspection of conveyances – impoundment and decontamination.
1. Every qualified peace officer is authorized to enforce this Section. Each such officer shall have a reasonable belief that a conveyance may contain an aquatic nuisance species before the officer orders the impoundment, inspection and/or decontamination of a conveyance.
 2. Every qualified peace officer is authorized to stop, impound, inspect for the presence of aquatic nuisance species, and order or arrange for the decontamination of a conveyance:
 - a. Prior to a vessel being launched onto waters of the Town or onto waters adjacent to the Town through facilities owned or controlled by the Town;
 - b. Prior to departing from the waters of the Town or from waters adjacent to the Town through facilities owned or controlled by the Town, or from a vessel staging area in or about the Marina;
 - c. That is visibly transporting any aquatic plant material; or
 - d. Upon a reasonable belief that an aquatic nuisance species may be present.
 3. Any impoundment and inspection and decontamination of a conveyance may continue for a maximum period of two (2) hours to permit the Town adequate time to inspect and decontaminate the conveyance and to ensure that any aquatic nuisance species has been completely eradicated from the conveyance and is no longer living.
 - a. After such two (2) hour period, the conveyance shall be returned to the person transporting the same with notice that the conveyance is either approved or disapproved to be placed in the waters of the Town or waters adjacent to the Town through facilities owned or controlled by the Town.
 - b. Any person who receives notice, pursuant to subparagraph a above, of disapproval to place a conveyance in Town waters or in waters adjacent to the Town through facilities owned or controlled by the Town may waive

NUISANCES

the two-hour impoundment/inspection/decontamination time limit and request that the Town continue its decontamination efforts. The Town shall grant or deny such request in its sole and absolute discretion.

- c. Any person whose vessel has been inspected and decontaminated under this subpart C shall pay a fee for such services not to exceed the cost to the Marina and the Town of performing such services.
4. Notwithstanding any provision to the contrary, no motor vehicle shall be impounded or decontaminated pursuant to this Section when such vehicle is merely drawing or towing a conveyance.
 5. Compliance with the inspection and decontamination procedures set forth in Subsections B and C of this Section is an express condition of operation of any conveyance on waters of the Town or on waters adjacent to the Town when access to such waters is provided through facilities owned or controlled by the Town.
- D. Prohibition of aquatic nuisance species. It shall be unlawful to:
1. Possess, import, export, ship or transport an aquatic nuisance species;
 2. Release, place, plant, or cause to be released, placed, or planted into the waters of the Town or waters adjacent to the Town an aquatic nuisance species;
 3. Refuse to comply with a proper order issued under this Section;
 4. Place a conveyance into the waters of the Town, or in waters adjacent to the Town through facilities owned or controlled by the Town, that has not been inspected and approved by the Marina Manger or his designee by use of the aquatic nuisance species check station at the Marina or otherwise granted approval to be placed into such waters, or that has been affirmatively disapproved for placement into Town waters or waters adjacent to the Town pursuant to Subparagraph C.3.a. above.
- E. Duty to report. A person who knows that an aquatic nuisance species is present at a specific location shall immediately report such knowledge and all pertinent information to the Marina Manger or his designee.

ⁱEditor's Note: Former § 124-8.1, Licensing of pine beetle exterminators required; methods for extermination, added 04-05-82, Ord. 82-07; amended 03-20-84, Ord. 84-02; and repealed 11-06-90, Ord. 90-15.

ⁱⁱEditor's Note: Former § 124-8.2, License fee; expiration and renewal; resolution, as added 04-05-82, Ord. 82-07; amended 03-20-84, Ord. 84-02; and repealed 11-06-90, Ord. 90-15.

ⁱⁱⁱEditor's Note: Former Subsection C which immediately followed this subsection which was added 04-05-82, Ord. 82-07 and dealt with imposition of additional penalties; and repealed 11-06-90, Ord. 90-15.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: CHARTER REVIEW OF CHAPTER 79, DOGS AND OTHER ANIMALS
DATE: NOVEMBER 14, 2017

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

Background: Chapter 79, Dogs and Other Animals, was added in September of 1979 by Ordinance 79-26. Amendments have occurred to this chapter 1992, 1994, 1995, 1998, 2000, 2001, and 2005. Per the Home Rule Charter, staff has reviewed Chapter 79 and determined there are no amendments necessary at this time. Chapter 79, titled Dogs and Other Animals is attached for your review.

Staff Recommendation: On that basis, it is my recommendation that the Council make a motion acknowledging that Chapter 79, titled Dogs and Animals has been reviewed pursuant to the Home Rule Charter and that no changes are necessary at this time.

DOGS AND OTHER ANIMALS

Chapter 79

DOGS AND OTHER ANIMALS

- § 79-1. Definitions.
- § 79-2. Owner Control of Pets.
- § 79-3. Keeping of Animals.
- § 79-3. 5 Use of Goats for Weed Control.
- § 79-4. Trapping of Animals.
- § 79-5. Vaccination and Licensing of Dogs and Cats.
- § 79-6. Quarantine of Animals.
- § 79-7. Disposition of Rabid and Possibly Rabid Animals.
- § 79-8. Reporting of Animal Bites.
- § 79-9. Muzzling and Confinement of Animals.
- § 79-10. Dangerous Animals.
- § 79-11. Imported Animals.
- § 79-12. Impoundment.
- § 79-13. Cruelty to Animals.
- § 79-14. Noisy Animals.
- § 79-15. Kennels.
- § 79-16. Number of Dogs, Cats and Potbellied Pigs Limited.
- § 79-17. Pet Shops.
- § 79-18. Violations and Penalties; Enforcement.
- § 79-19. Severability.

[HISTORY: Adopted by the Board of Trustees (now Mayor and Town Council) of the Town of Frisco 09-18-79, Ord. 79-26. Section 79-18C amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I. Other amendments noted where applicable.]

GENERAL REFERENCES

Licensing of Businesses—See Ch. 110.

Nuisances—See Ch. 124.

Offenses—See Ch. 127.

§ 79-1. Definitions. [Amended 06-02-92, Ord. 92-12; 01-11-05, Ord. 04-22]

For the purpose of this chapter, certain terms and words are herewith defined as follows:

ABANDONED ANIMAL— Any animal that is unclaimed by its owner.

ANIMAL— Any living mammal, bird, reptile and amphibian, domesticated or wild, except Homo sapiens. Where used in §§79-06, 79-07 and 79-08, the word "animal"

DOGS AND OTHER ANIMALS

means any living creature, domesticated or wild, except Homo sapiens, capable of being infected with or transmitting rabies.

CAT—A domesticated animal of the feline species commonly kept as a pet.

DANGEROUS ANIMAL—Any animal that bites or attacks human beings or other animals; or in a vicious or terrorizing manner attacks or approaches in an apparent attitude of attack upon a person or persons on the streets, sidewalks or any public ground or place; or runs after and bites at or attacks other animals, bicycles or any motor vehicles being ridden or driven on the streets, sidewalks or any public ground or place within the Town of Frisco.

DOG—A domesticated animal of the canine species commonly kept as a pet.

DOMESTICATED ANIMAL—Any animal brought into domestic use by man so as to live and breed in a tame condition, including but not limited to domesticated dogs, house cats, cattle, horses, mules, sheep, swine, goats and all other hard-hooved animals, livestock and animals generally regarded as farm or ranch animals.

EXOTIC, DANGEROUS, VICIOUS AND WILD ANIMALS [**Repealed 06-02-92, Ord. 92-12**]

FOWL—Chickens, ducks, geese, turkeys, guineas, pigeons and like birds and poultry, excluding household pet birds.

KEEP—To feed and shelter any animal upon the premises or to permit the animal to be fed and sheltered upon the premises. The occupant of any premises on which an animal is fed and sheltered or to which it customarily returns for food and shelter shall be presumed to be "keeping" the animal within the meaning of this chapter.

KENNEL—Any person engaged in the business of breeding, buying, selling or boarding domesticated dogs or cats, or both.

NEUTERED—Any male dog or cat which has been castrated by a licensed veterinarian as evidenced by a certificate asserting that said operation has been performed.

OWNER—Any person owning, in possession of or keeping any animal or who shall permit any animal to be kept about his or her premises.

PERSON—Any person, firm, partnership, corporation or association.

PET SHOP—Any person engaged in the business of breeding, buying, selling or boarding animals of any species.

RABIES— A communicable disease of both wild and domestic animals transmittable to humans, as defined by the Public Health Department.

RUN AT LARGE—To be off or away from the property of the owner and not under effective control of that owner, his or her agent or member of his or her family, by means of a leash, cord, chain or other device or to be on the owner's property and not adequately tethered, housed, confined or fenced to confine the animal against escape.

DOGS AND OTHER ANIMALS

An animal within the automobile or other vehicle of its owner shall be deemed to be upon the owner's property.

SPAYED—Any female dog or cat on which an ovariectomy or ovar-hysterectomy has been performed by a licensed veterinarian as evidenced by a certificate asserting that said operation has been performed.

STRAY—Any unlicensed or licensed animal found unattached or loose anywhere within the town limits.

TRAP—Any device used to catch animals.

VACCINATION— Inoculation of an animal with a standard rabies vaccine.

WILD ANIMALS—All undomesticated animals.

§ 79-2. Owner Control of Pets. [Amended 06-02-98, Ord. 98-12; 01-11-05, Ord. 04-22]

A. Dogs.

1. It is unlawful for any person who is the owner, possessor or keeper of any dog to suffer, permit or allow the same to run at large within the Town of Frisco.
2. Every dog when on any of the town's streets, alleys, parks, cemeteries, treatment facilities or any other town property shall be restrained at all times by means of an adequate leash controlled by the dog's owner, by some member of the dog owner's family or by some employee or agent of the owner.
3. Every dog when tied to any motorized vehicle not on the owner's property shall be restrained by a leash short enough and strong enough to keep the dog within five (5) feet of such vehicle.
4. Every dog when on its owner's property shall be restrained at all times by a permanently tethered leash short enough and strong enough to contain the dog within the boundaries of the owner's property or by a fence of adequate height and strength or by other device to prevent the dog from escaping the property. When within a vehicle, every dog must be restrained by leash, cage, windows or other protection adequate to prevent the dog from escaping the vehicle.
5. No dog shall be allowed to trespass on property not belonging to the dog's owner.

- B. Female dogs in heat. It shall be unlawful for the owner, possessor or keeper of any female dog to permit the same to run at large while said dog is in estrus (in heat or season) or to permit the same to create a nuisance by attracting other dogs to the premises, and the same is hereby declared to be a nuisance. If, after notice by the Police Department, the owner, possessor or keeper of said female dog in heat does not abate the nuisance by caring for and properly confining said female dog,

DOGS AND OTHER ANIMALS

the Police Department may take up and impound said female dog, and said female dog shall not be released from impoundment unless the owner, possessor or keeper establishes that he or she has proper facilities for caring for and confining said female dog.

C. Domestic cats.

1. It is unlawful for any person who is the owner, possessor or keeper of any domestic cat to suffer, permit or allow the same to run at large within the Town of Frisco.
2. It is unlawful for any person to keep or maintain within the Town of Frisco any cat, as defined herein, except the domestic cat.

D. Town Special Events. The Town Council may establish, by resolution, policies governing the presence of pets on public property while such property is used in connection with town-sponsored or town-sanctioned special events. Such policies may prohibit pets entirely from any special event. Notwithstanding the foregoing, dogs assisting disabled persons shall be permitted at all town special events.

§ 79-3. Keeping of Animals. [Amended 06-02-92, Ord. 92-12; 07-05-94, Ord. 94-06; 07-05-95, Ord. 95-06]

- A. It is unlawful for any person to keep or maintain any animal, as defined herein, within the Town of Frisco except as provided in this chapter.
- B. For purposes of parades, circuses, carnivals, rodeos and other special events, it shall be lawful for the owner thereof to maintain any animal within the Town of Frisco for not more than seventy-two (72) hours upon securing a special events animal permit from the Town Clerk, which permit shall describe said animal, the special event and the time and location limitations for which it is used.
- C. Other provisions to the contrary notwithstanding, it shall be lawful for persons to maintain hoofed animals at the South Frisco Bay Recreation Area as long as such animals are used to provide a service being conducted at the site. Such persons shall first obtain a special permit from the Town Clerk, which permit shall be issued upon receipt of a service contract and operations plan satisfactory to the Town and containing all information relevant to the business operation.
- D. Keeping of animals prohibited. It is unlawful for any person to own, possess, keep or sell the following types or species of animals:
1. Poisonous reptiles.
 2. Gorillas, chimpanzees, orangutans, baboons or other primates that normally grow to more than thirty (30) pounds in weight.
 3. Any species of feline other than ordinary, domesticated house cats.
 4. Any species of canine other than domesticated dogs.
 5. Bears of any species.

DOGS AND OTHER ANIMALS

6. Badgers, porcupines, raccoons, woodchucks, rabbits, skunks or other like species.
7. Hooved animals of any species, with the exception of pot bellied pigs owned as household pets, are subject to all of the following conditions:
 - a) Owners must maintain a collar or harness bearing an identification tag (including name, address and phone number of the owner) on any pot-bellied pig within the town.
 - b) Pot bellied pigs weighing more than 70 pounds are prohibited within the town.
 - c) A person who is the owner, possessor or keeper of any pot-bellied pig shall not suffer, permit or allow the same to run at large within the town.
 - d) No person or household may own, possess or harbor more than one (1) adult pot bellied pig.
8. Fowl of any kind.
9. Wild animals of any kind.

§ 79-3.5. Use of Goats for Weed Control. [Added 06-19-01, Ord. 01-15]

Notwithstanding any provision of Section 79-2 or 79-3 to the contrary, the Town Manager is authorized to approve the use of goats for weed control on public property. During such time as goats are grazing for the purpose of weed control, they may be kept within the Town limits, provided that they are at all times under the control of a goatherder and/or herd dogs. Herd dogs are exempt from the requirement that dogs be leashed on public property. It shall be unlawful for any person who is the owner, possessor or keeper of such goats and herd dogs to permit the same to run at large within the Town except upon the property specifically permitted by the Town Manager for grazing. During such time as said goats are grazing, it shall be unlawful for any owner, possessor or keeper of any other animal to permit said animal on the property specifically permitted by the Town Manager for grazing. The Town Manager shall cause such property to be posted "No Animals" during any time that goats are actively grazing.

§ 79-4. Trapping of Animals. [Amended 06-02-92, Ord. 92-12]

- A. It is unlawful for any person to set a trap or cause to be trapped any animal within the Town of Frisco.
- B. Nothing in this section shall prohibit a police officer, animal control officer, wildlife conservation officer or agent of the town from trapping domesticated animals that run at large or wild animals that constitute a threat or create a nuisance within the Town of Frisco.

DOGS AND OTHER ANIMALS

§ 79-5. Vaccination and Licensing of Dogs and Cats. [Amended 06-02-92, Ord. 92-12; 04-04-94, Ord. 94-03; 02-01-00, Ord. 00-01]

- A. Vaccination and annual licensing of dogs and cats required. Every dog or cat over three (3) months of age that is kept in the Town of Frisco shall be licensed by the Town Clerk of the Town of Frisco and shall be vaccinated by a regularly licensed veterinarian of the State of Colorado, as evidenced by a certificate from said veterinarian setting out the fact of such vaccination, and the duration of immunity. It shall be unlawful for the owner or keeper of any dog or cat over three (3) months of age which is kept in the Town of Frisco to fail to have said dog or cat properly vaccinated and licensed as required by this chapter. Licensing shall be performed prior to January 1 of each year. Vaccination shall be performed either annually or triennially, the required frequency to be determined by the duration of immunity of the vaccine used. Any person acquiring a dog or cat shall immediately, following such acquisition, have such dog or cat vaccinated and licensed for the remaining portion of that year.
- B. Fees for licensing. The owner or harborer of every dog or cat shall pay a license fee to the Town of Frisco of five dollars (\$5.) per neutered male or spayed female and ten dollars (\$10.) per non-neutered male or unspayed female. Owners applying for a license for a spayed female or neutered male shall furnish a certificate showing that said dog or cat is spayed or neutered.
- C. Duty of persons performing vaccination and licensing. Any veterinarian performing a vaccination shall furnish the owner of the dog or cat vaccinated with a certificate of vaccination setting out the fact of such vaccination and the duration of immunity. Upon presentation of the certificate of vaccination and payment of the town license fee to the Town Clerk, the Town Clerk shall issue the license provided for in Subsection D below, retaining a record thereof in the Clerk's office. No license shall be issued for any dog or cat without the production of a valid certificate of vaccination and payment of the license fee.
- D. Information on licenses or tags; material.
1. The license issued by the Town Clerk to the owner of each dog and cat licensed hereunder shall contain the following information:
 - a) The name and address of the owner of a vaccinated and licensed dog or cat.
 - b) The date of the vaccination and duration of immunity.
 - c) The date of the license.
 - d) The year and series number of the tag.
 - e) The breed, age, color and sex of the vaccinated dog or cat.
 2. The tags shall be made of a durable material suitable to be attached to the collar or harness of the vaccinated dog or cat. Such tags shall be distributed by the Town Clerk.

DOGS AND OTHER ANIMALS

- E. Tag to be attached to dog or cat and license to be retained by owner. Every owner of a dog or cat shall attach the tag evidencing the licensing and vaccination to the collar or harness of the vaccinated and licensed dog or cat, and such collar or harness shall be worn by said dog or cat at all times. The license shall be retained by the owner of the vaccinated and licensed dog or cat for inspection at any time by any member of the Police Department or any animal control officer.
- F. Unlawful possession of licenses or tags. Only those persons who own a dog or cat duly vaccinated and licensed in accordance with the provisions of this chapter shall be permitted to possess the license and tag provided for herein. It shall be unlawful for any person to affix a tag evidencing vaccination and licensing to the collar or harness of any dog or cat other than the dog or cat for which the tag and license were issued. Upon loss of a tag, the Town Clerk shall reissue a tag upon presentation of the licensing certificate as provided for in Subsection D of this section.
- G. Registration. A license and tag shall be valid from the date of issue through December 31 of that same year.
- H. Violations.
 - 1. When requested to do so by any member of the Police Department or any animal control officer, the owner, possessor or keeper of a dog or cat shall present the requesting officer the dog or cat's license or vaccination certificate as evidence of current and effective vaccination.
 - 2. Testimony of the failure of any owner, possessor or keeper of a dog or cat to present evidence of vaccination when requested to do so by an officer shall be prima facie evidence that such owner, possessor or keeper of a dog or cat violated subsection A of this section.
 - 3. No person charged with violating subsection A of this section shall be convicted if the person produces in court a bona fide complying certificate or license setting out the fact of vaccination which was in effect at the time of the alleged violation.

§ 79-6. Quarantine of Animals. [Amended 06-02-92, Ord. 92-12; 01-11-05, Ord. 04-22]

- A. Any animal which is known to have bitten or injured any person or domesticated animal so as to cause an abrasion of the skin shall be closely confined by its owner in accordance with the direction of any Town officer or member of the Police Department. If the animal is suspected of being infected with rabies or the owner of the animal cannot produce a current certificate of rabies vaccination, the animal shall be confined at the County Animal Shelter for a period of not less than ten (10) days. The cost of confinement shall be borne by the animal owner.
- B. If the owner of any animal which is confined pursuant to § 79-6A cannot be determined or located within the ten-day quarantine period, then the Chief of Police may order the animal destroyed.

DOGS AND OTHER ANIMALS

- C. Any person knowing or suspecting that an animal has rabies shall immediately notify a police officer. If the animal is determined to be suffering from rabies, it shall be destroyed and turned over to the County Animal Shelter.

§ 79-7. Disposition of Rabid and Possibly Rabid Animals. [Amended 01-11-05, Ord. 04-22]

Any animal known to have been bitten by or exposed to a rabid animal shall:

- A. Placed in a suitable quarantine for a period of not less than ten (10) days at the expense of the owner;
- B. Destroyed immediately by a policeman, animal control officer or animal warden; or
- C. Released upon proof of vaccination by a qualified veterinarian at the expense of the owner.

§ 79-8. Reporting of Animal Bites. [Amended 01-11-05, Ord. 04-22]

It shall be the duty of every person bitten by any animal and of every keeper of an animal bitten by another animal in the Town of Frisco to report such bite to the Frisco Police Department to assist in the apprehension of that animal.

§ 79-9. Muzzling and Confinement of Animals. [Amended 01-11-05, Ord. 04-22]

Whenever it becomes necessary to safeguard the public from the dangers of rabies, the Mayor shall have the authority to issue a proclamation ordering every person owning an animal capable of being infected with or transmitting rabies to confine it securely on his or her premises unless such animal shall have a muzzle of sufficient strength to prevent its biting any person. Any unmuzzled animal running at large during the time of proclamation shall be seized and impounded, unless noticeably infected with rabies and displaying vicious propensities, in which case it shall be immediately destroyed by a policeman, animal control officer or game warden without notice to the owner. Any animal impounded during the time of proclamation, if claimed within five (5) days, shall be released to the owner, unless infected with rabies, after payment of impounding charges provided for in § 79-12. If unclaimed after that period, the animal may be euthanized without notice to the owner.

§ 79-10. Dangerous Animals. [Amended 01-11-05, Ord. 04-22; 06-02-92, Ord. 92-12]

- A. No owner of a dangerous animal shall allow said animal to remain off the premises of said owner. If any dangerous animal is found off the premises of the owner in violation of this section, it shall be taken up and impounded; provided, however, that if a member of the police department determines that the dangerous animal cannot be safely taken up and impounded without exposing the officer or other persons to danger or personal injury, it may be immediately destroyed by a member of the Police Department.
- B. Every dangerous animal and every other animal required to be confined under the provisions of this chapter shall be kept upon the premises of the owner at such

DOGS AND OTHER ANIMALS

place as to not be a danger to newsboys, mail carriers, deliverymen, meter readers and other persons lawfully upon the premises.

- C. It shall be unlawful for any person to own, keep, harbor or possess any dangerous animal.
- D. The Frisco Municipal Court may, upon a finding of probable cause to believe that a dangerous animal exists on any property, issue a warrant to allow a Town police officer to enter upon such property to search for and seize for impoundment any dangerous animal, such impoundment to continue until such time as there is a determination by the Municipal Court of the merits of any Summons and Complaint issued to such animal's owner, keeper, harbinger or possessor charging a violation of any part of this section 79-10. It shall be unlawful to prevent or attempt to prevent the impoundment of any dangerous animal pursuant to this Chapter.
- E. The Municipal Judge may order any person found guilty of violating any part of this section 79-10 to dispose of or destroy such dangerous animal and the failure or refusal of said person to comply with such order shall constitute a separate violation of this Section. Further, upon failure or refusal, a Town officer may impound and cause such dangerous animal to be euthanized. The owner of such dog shall be responsible for and shall pay all costs of impoundment and euthanization.

§ 79-11. Imported Animals. [Amended 02-01-00, Ord. 00-01]

- A. No animal shall be imported or brought into the Town of Frisco except in compliance with the laws, rules and regulations of the State of Colorado regarding the handling of animals. Any imported dog or cat shall have been vaccinated within twelve (12) or thirty-six (36) months prior to importation, whichever time period reflects the duration of immunity of the vaccine used. Any imported dog or cat shall have been vaccinated not less than thirty (30) days prior to importation. The metal tag denoting vaccination shall be firmly affixed to the collar or harness of the dog or cat. A certificate of vaccination issued by a licensed veterinarian to the owner of a dog or cat stating the fact of vaccination and the duration of immunity, or a license issued by any state, county or municipality stating the same, shall be evidence of compliance with this section.
- B. If any imported dog or cat remains in the Town of Frisco for more than thirty (30) days, said dog or cat shall be licensed in accordance with the provisions of this chapter. A certificate of vaccination issued by a licensed veterinarian to the owner of a dog or cat stating the fact of vaccination and the duration of immunity or a license issued by any state, county or municipality stating the same shall be sufficient evidence of vaccination within the Town of Frisco. The vaccination and license tag shall be exchanged for a Town of Frisco tag which will expire at the same time the imported tag would have expired. A transfer fee of two dollars (\$2) shall be imposed thereon for a male or spayed female and three dollars (\$3) for an unspayed female.

§ 79-12. Impoundment. [Amended 05-05-80, Ord. 80-09; 06-02-92, Ord. 92-12; 07-05-94, Ord. 94-06]

DOGS AND OTHER ANIMALS

- A. Police and Poundmaster duties. It shall be the duty of every police officer, animal control officer or other animal warden to apprehend any dog, cat or other animal found astray or running at large contrary to the provisions of this chapter and to impound such dog, cat or other animal in a suitable place as designated by the Town Council. Whenever, in the performance of duties under this chapter, an officer or warden determines that an animal found astray or running at large cannot reasonably or safely be captured by conventional means, the officer or warden is hereby authorized to use a tranquilizer gun to capture the animal. Upon receiving any dog, cat or other animal, the Poundmaster or other designated official shall make a complete registry, entering the breed, color and sex of such dog, cat or other animal and whether or not licensed. If licensed, the name and address of the owner and the number of the license tag shall be entered. Licensed dogs, cats and other animals shall be separated from unlicensed dogs, cats and other animals.
- B. Interference with police or animal control officer unlawful. It shall be unlawful for any person to interfere with any police officer or animal control officer who is in the process of impounding any dog, cat or other animal.
- C. Redemption of impounded animal. The owner of any dog, cat or other animal impounded, except any animal that is wild or otherwise prohibited by this chapter, may reclaim it upon payment of the license fee, if unpaid, and all costs and charges for impounding and maintenance. Any animal not claimed shall be put up for adoption after five (5) days of impoundment. After the animal has been up for adoption for five (5) days, the Poundmaster may destroy the animal.
- D. Refusal of owner to retrieve impounded animal. The refusal of an owner to retrieve his or her impounded dog, cat or other animal shall not relieve the owner of the duty to pay the impoundment fee and other charges which have been assessed. It shall be unlawful for the owner of any impounded dog, cat or other animal to fail or refuse to pay the impoundment fee and other charges provided in this chapter.
- E. Disposition of unclaimed or infected animals. It shall be the duty of the Poundmaster, or other designated official, to keep every impounded dog, cat or other animal for a period of five (5) days. If at the expiration of five (5) days after the date of notice to the owner the dog, cat or other animal has not been reclaimed, it may be destroyed. Any unlicensed dog, cat or other animal required by law to be licensed and any dog, cat or other animal which appears to be suffering from rabies or affected with hydrophobia, mange or other infectious or dangerous disease shall not be released, but may be destroyed forthwith.
- F. Impoundment of noisy animals. Animals, whether properly restrained or not, may be impounded by a police officer or animal control officer if the animal causes annoyance or disturbance to persons in the neighborhood by frequent or habitual howling, barking, meowing, squawking or otherwise, and the owner or agent for the owner is unable, unwilling or unavailable to keep the animal quiet. Any animal so impounded will not be placed for adoption nor destroyed after the minimum confinement periods unless it becomes apparent that the owner has abandoned the animal. The cost of the confinement shall be borne by the animal owner.

DOGS AND OTHER ANIMALS

- G. Unlawfully removing impounded animals. It shall be unlawful for any person to remove an animal from the pound until such time as all fees have been paid and permission to remove such animal has been given by the Poundmaster.

§ 79-13. Cruelty to Animals. [Amended 06-02-92, Ord. 92-12]

- A. Cruelty generally. It shall be unlawful for any person to overdrive, overload, drive when overloaded, overwork, torture, deprive of necessary sustenance, beat, mutilate, kill or injure needlessly or carry or transport in any vehicle or otherwise in a cruel or inhumane manner any animal or to cause or permit any of these acts to be done.
- B. Starvation of animals unlawful. It shall be unlawful for any person having charge or custody of any animal to fail to provide it with proper food, drink and protection from the weather or to cause or permit any of these acts to be done.
- C. Abandonment of animals unlawful. It shall be unlawful for any person to abandon any animal or to cause such to be done.
- D. Unlawful to keep place for fighting animal. It shall be unlawful for any person to keep or cause to be kept any place where any fowl or other animals are suffered to fight upon exhibition or for sport upon any wager.
- E. Supply of food to enclosed animals by any person permitted. In case any animal, including any domestic dog or house cat, shall be at any time enclosed or confined and shall continue to be without necessary food or water for more than twelve (12) consecutive hours, it shall be lawful for any person from time to time and as often as it shall be necessary to enter into or upon any such enclosure in which any such animal shall be confined and supply it with the necessary food and water as long as it shall remain so confined. Such person shall not be liable to any action for such entry, and the reasonable cost of such food and water may be collected by him or her from the owner of such animal.
- F. Poisoning animals. It shall be unlawful for any person to poison any animal or to distribute poison in any manner whatsoever with the intent or for the purpose of poisoning any animal, except as part of an animal control program authorized by the State of Colorado or by an agency of the federal government.
- G. Frightening, shooting, killing, trapping, molesting, etc., of animals. It shall be unlawful for any person at any time within the Town of Frisco to frighten, shoot at, wound, kill, take, capture, ensnare, net, trap or in any other manner molest or injure any animal, or in any manner molest or injure the nest or eggs of any bird or have in possession the nest or eggs of any bird.
- H. Animal fights unlawful. It shall be unlawful for any person to cause, instigate or encourage any dog, cat or other animal to fight with another of its own species or with another of a different species in any public or private place within the Town of Frisco.

§ 79-14. Noisy Animals. [Amended 06-02-92, Ord. 92-12]

DOGS AND OTHER ANIMALS

It shall be unlawful for any person to own, keep, have in his or her possession or harbor any dog, cat or other animal which, by frequent or habitual howling, barking, meowing, squawking or otherwise, shall cause annoyance or disturbance to persons in the neighborhood, provided that this section shall not apply to hospitals conducted for the treatment of small animals which are approved by the Health Department or to premises occupied or used as the town pound.

§ 79-15. Kennels. [Amended 06-02-92, Ord. 92-12]

- A. It shall be unlawful for any person to operate a kennel within the Town of Frisco except in connection with a licensed small-animal hospital owned and operated by a licensed veterinarian.
- B. Every kennel operated within the Town of Frisco shall obtain annually as its kennel license a business license from the Town of Frisco.^{TP}^{PT} No kennel license shall be issued until an annual inspection certificate has been issued certifying approval of the kennel by the animal control officer.
- C. Every applicant for a kennel license shall furnish the Town Clerk with a list of the types of dogs and cats to be kept, handled or exhibited, such list to include an estimate of the maximum number of dogs and cats to be handled at any one (1) time. The license issued shall specify the types and maximum number of dogs and cats permitted to be kept, handled or exhibited by the licensee. It is unlawful for a licensee to keep, handle or exhibit any type or number of dogs, cats or other animals not authorized in the license.
- D. All dogs and cats in a kennel shall be supplied with sufficient, good and wholesome food and water as often as feeding habits for such dogs and cats require.
- E. All dogs and cats in a kennel shall be kept in a clean and sanitary condition. Adequate ventilation shall be maintained.
- F. Proper shelter and protection from the weather shall be provided at all times. Dogs and cats shall not be overcrowded or exposed to excessive heat or cold. Quarters shall be draft-free. Proper temperatures for the well-being of dogs and cats shall be maintained at all times.
- G. All dogs and cats in a kennel must be contained in quarters so constructed as to prevent their escape.
- H. Sick or diseased dogs and cats shall be isolated from healthy dogs and cats at all times and so segregated that the illness or disease shall not be transmitted to other dogs and cats.
- I. Every kennel in the Town of Frisco shall be operated in such a manner as to eliminate excessive or untimely noises from the dogs and cats and offensive odors.
- J. No kennel license shall be issued to house any animal other than domesticated dogs and cats.

¹Editor's Note: See Ch. 110, Licensing of Businesses.

DOGS AND OTHER ANIMALS

§ 79-16. Number of Dogs, Cats or Pot Bellied Pigs Limited. [Amended 06-02-92, Ord. 92-12; 07-05-94, Ord. 94-06]

Any person who is the owner of more than three (3) adult dogs, more than three (3) cats or more than one (1) adult pot bellied pig, other than a female dog, cat or pot bellied pig with a litter, must have in his or her possession a business license authorizing a kennel. Such license shall be by application and approval of the Town Council of the Town of Frisco and in conformance with § 79-15 of this chapter. Otherwise, no household shall keep more than three (3) adult dogs or cats, or (1) adult pot bellied pig, other than a female with a litter.

§ 79-17. Pet Shops. [Amended 06-02-92, Ord. 92-12]

- A. All requirements for licensing, care and treatment of animals as enumerated in § 79-15 pertaining to kennels shall apply to pet shops, including the requirement that a business license be obtained; provided, however, that the requirement of ownership and operation by a licensed veterinarian and the limitation to dogs and cats only shall not apply.
- B. Every pet shop within the Town of Frisco shall be located in a building that is totally enclosed, and all animals shall be confined exclusively to the building. No pet shop may have outside runs or pens, and no animal owned by the pet shop shall be kept or housed outside of the building at any time for any reason.
- C. It is unlawful for any pet shop to sell any sick or injured animal or to house or harbor such animals on the premises or to sell or offer to sell any such animal.
- D. It is unlawful for any pet shop to sell any unweaned animal or any animal that is so young or weak that its sale would be injurious to the animal.

§ 79-18. Violations and Penalties; Enforcement. [Amended 08-05-80, Ord. 80-20; 02-07-89, Ord. 89-01; 06-02-92, Ord. 92-12]

- A. For the purpose of conviction for violation of any provision of this chapter, it shall not be necessary to prove notice or knowledge on the part of the owner of any animal in question that the animal is violating any provision of this chapter at the time and place charged, it being the purpose and intent of this section to impose strict liability upon the owner of any animal for the action, conduct and condition of that animal, in accordance with the terms of this chapter.
- B. This chapter shall be enforced by the Police Department of the Town of Frisco and by any animal control officer duly appointed and deputized by the Town Council.
- C. Any owner convicted of violating any provision of this chapter shall be guilty of a misdemeanor and shall be punishable as provided in Chapter 1, General Provisions, Article I.

§ 79-19. Severability. [Added 07-05-94, Ord. 94-06]

If any part of this ordinance shall be held unconstitutional or invalid, the remainder of this ordinance shall continue in full force and effect, it being the legislative intent that

DOGS AND OTHER ANIMALS

this ordinance would have been adopted even if such unconstitutional or invalid matter had not been included herein.

After Recording Return to:

David G. O'Neil
777 Pearl Street, Suite 200
Boulder, CO 80302

SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (this "Assignment") is made as of the 27th day of October, 2017, by **BRYNN GREY X, LLC**, a Colorado limited liability company ("Grantor"), whose address is 777 Pearl Street, Suite 200, Boulder, Colorado 80302, as assignor, in favor of **HOUSING INVESTORS, LLC**, a Colorado limited liability company, as assignee (together with its successors and assigns, "Lender"), whose address is 777 Pearl Street, Suite 200, Boulder, Colorado 80302.

WITNESSETH:

THAT, WHEREAS, Basecamp Shops & Residences LLC, a Colorado limited liability company ("Borrower") and Lender have entered into a Loan Agreement dated as of the date hereof (the "Loan Agreement"), pursuant to which Lender is making a loan to Borrower in the principal amount of **TWO MILLION SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$2,075,000.00)** (the "Loan"). The Loan is evidenced by a Promissory Note, dated as of the date hereof, made by Borrower to Lender (the "Note");

WHEREAS, the Loan proceeds will be used to improve property that is owned by Grantor and ground leased to Borrower,

WHEREAS, Grantor is also the lessor under another Ground Lease _____ (the "Pinnacle Ground Lease") between Grantor (as lessor) and Pinnacle Basecamp LLC, a Colorado limited liability company (as lessee) ("Pinnacle") dated _____, 2017 and evidenced by a Memorandum of Lease recorded with the Summit County Clerk and Recorder's Office on _____, 2017 at Reception No. ___;

WHEREAS, Grantor is willing to assign to Lender as collateral to secure the Note the rents due or to become due under the Pinnacle Ground Lease;

NOW, THEREFORE, in consideration of the making of the Loan by Lender and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby irrevocably, transfer, sell, assign, pledge and convey to Lender as collateral to secure the Note, all of the right, title and interest of Grantor in and to the rents from the Pinnacle Ground Lease, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Grantor may have against Pinnacle under the Pinnacle Ground Lease (collectively, the "Rents").

TO HAVE AND TO HOLD the same unto Lender, its successors and assigns.

IT IS AGREED that, Grantor shall be entitled to collect and receive the Rents until an Event of Default (defined below) and delivery of a notice by Lender setting forth the Lender's decision to collect future Rents (an "Assignment Exercise Notice"). So long as Grantor is entitled to collect and receive the Rents, Grantor (a) shall comply with its obligations under the Pinnacle Ground Lease, (b) shall use its commercially reasonable efforts to maintain the Pinnacle Ground Lease in full force and effect during the term thereof, and (c) shall not anticipate or collect any Rents more than thirty (30) days in advance of the time when the same become due under the terms of the Pinnacle Ground Lease.

Pinnacle shall pay Rents directly to Grantor; provided however, upon the occurrence of an Event of Default and all times during the continuance thereof, Lender will immediately be entitled to possession of the Rents. Upon delivery of an Assignment Exercise Notice, Pinnacle is authorized and directed to pay directly to Lender all Rents thereafter accruing and the receipt of Rents by Lender will be a release of Pinnacle to the extent of all amounts so paid. The receipt by Pinnacle of an Assignment Exercise Notice will be sufficient and irrevocable authorization for Pinnacle to make all future payments of Rents directly to Lender and Pinnacle will be entitled to rely on such Assignment Exercise Notice. Lender will apply all Rents actually collected by Lender first, to the payment (in such order as Lender may from time to time decide in its sole and absolute discretion) of costs and expenses related to the collection of the Rent, operating expenses relating to the property subject to the Pinnacle Ground Lease and otherwise complying with the terms of the Pinnacle Ground Lease, unpaid interest due on the Loan, principal of the Loan (whether or not due and payable), and any expenses owed by Borrower to Lender under the Loan Agreement.

Without impairing its rights hereunder, Lender may, at its option, at any time and from time to time, release to Grantor Rents received by Lender or any part thereof.

Neither the acceptance by Lender of this Assignment nor the exercise of any rights concerning the Rents will (i) deem Lender a "mortgagee in possession" or (ii) obligate Lender (A) to appear in or defend any action or proceeding relating to the Pinnacle Ground Lease or the Rents, (B) to take any action hereunder, (C) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability with respect to the Pinnacle Ground Lease, (D) to assume any obligation or responsibility for any Pinnacle deposit which is not physically delivered to Lender, or (E) to assume any obligation or responsibility for any injury or damage to person or property sustained in or about the property subject to the Pinnacle Ground Lease.

IT IS FURTHER AGREED that this Assignment is made upon the following terms, covenants and conditions:

1. This Assignment is subordinate to the rights of Pinnacle under the Pinnacle Ground Lease. Lender's rights to Rents shall be subject to any and all rights of Pinnacle under the Pinnacle Ground Lease to setoff and any other Pinnacle defense to payment of Rents. Lender shall have no right to terminate the Pinnacle Ground Lease or Pinnacle's tenancy under the Pinnacle Ground Lease, until after an Event of Default and then only as Grantor is allowed to do so under the Pinnacle Ground Lease.

2. This Assignment shall not operate to place responsibility for the control, care, management or repair of the property subject to the Pinnacle Ground Lease upon Lender, nor for the performance of any of the terms and conditions of any of the Pinnacle Ground Lease, nor shall it operate to make Lender responsible or liable for any waste committed on the such property by Pinnacle or any other party or for any dangerous or defective condition of such property or for any negligence in the management, upkeep, repair or control of such property.

3. All rights of Lender hereunder shall inure to the benefit of its successors and assigns, and all obligations of Grantor shall bind its successors and assigns and any subsequent owner of the property subject to the Pinnacle Ground Lease. All rights of Lender in, to and under this Assignment shall pass to and may be exercised by any assignee of such rights of Lender. Grantor hereby agrees that if Lender gives notice to Grantor of an assignment of said rights, upon such notice the liability of Grantor to the assignee of the Lender shall be immediate and absolute.

4. It shall be an "Event of Default" hereunder if Borrower shall be in breach of the Note or Grantor shall be in breach of any covenants or agreement contained herein and, in either case, to the extent such failure or default is susceptible of being cured, the continuance of such failure or default for thirty

(30) days after written notice thereof from Lender to Grantor; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within said period of time, and if Grantor commences to cure such default promptly after receipt of notice thereof from Lender (but in any event within thirty (30) days of such notice), and thereafter continuously and diligently prosecutes the curing of such default, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, but not to exceed an additional ninety (90) days. Upon the occurrence of an Event of Default hereunder, Lender may exercise any and all of the rights and remedies provided for herein, at any time, and from time to time, in Lender's sole and absolute discretion.

5. Lender shall not have any rights to rents payable by any of Grantor's tenants (other than Pinnacle), including any tenant of Grantor that may hereafter enter into a lease of a real estate interest currently subject to the Pinnacle Ground Lease.

6. Failure by Lender to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Lender, and the waiver by Lender of any default hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion. No collection by Lender of any Rents pursuant to this Assignment shall constitute or result in a waiver of any Event of Default then existing hereunder or the Note.

7. This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Grantor and Lender.

8. This Assignment shall be in full force and effect continuously from the date hereof to and until the payment, discharge, and performance of any and all indebtedness and obligations evidenced by the Note, whereupon Lender shall execute such documents as may be reasonably requested by Grantor to release this Assignment of record.

9. In case of a conflict between any provision of this Assignment and any provision of the Loan Agreement or the Note, this Assignment, shall prevail and be controlling.

10. Any notice, demand or request required hereunder shall be given in writing at the addresses set forth below by personal delivery, courier, email, or registered or certified, first class mail, return receipt requested. Notice shall be deemed delivered (i) upon personal delivery, or (ii) twenty-four (24) hours after deposit with a nationally-recognized overnight courier service, (iii) three (3) days after deposit with the U.S. Postal Service, registered or certified mail, postage prepaid, or (iv) at the time of the email transmission (provided however, if such time is after 4:30 p.m. local time of the recipient or on a Saturday, Sunday or banking holiday, receipt shall be deemed to have occurred on the next following business day). The addresses may be changed by notice to the other party given in the same manner as provided above.

If to Lender:
Housing Investors, LLC

Attention: _____

Email Address: _____

Telephone No.: () - -

If to Grantor:
Brynn Grey X, LLC
777 Pearl Street, Suite 200
Boulder, CO 80302
Attention: David G. O'Neil
Email Address: doneil@brynngrey.com
Telephone No. (970) 261-7700

With a copy to:

Packard and Dierking, LLC
2595 Canyon Boulevard, Suite 200
Boulder, CO 80302
Attention: Richard C. Nehls
Email Address: rich@packarddierking.com
Telephone No.: (303) 447-0450

11. This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Assignment may be detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.

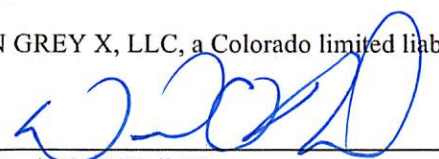
12. In addition to, but not in lieu of, any other rights hereunder, Lender shall have the right to institute suit and obtain a protective or mandatory injunction against Grantor to prevent a breach or default, or to reinforce the observance, of the agreements, covenants, terms and conditions contained herein, as well as the right to damages occasioned by any breach or default by Grantor.

13. Grantor hereby covenants and agrees that Lender shall be entitled to all of the rights, remedies and benefits available by statute, at law, in equity or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. Lender shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction, and without notice to Grantor, to the appointment of a receiver to obtain and secure the rights of Lender hereunder and the benefits intended to be provided to Lender hereunder.

IN WITNESS WHEREOF, Grantor has executed this Assignment as of the day and year first above written.

GRANTOR:

BRYNN GREY X, LLC, a Colorado limited liability company

By: 
Name: David G. O'Neil, Manager

STATE OF COLORADO)
):ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by David G. O'Neil as Manager of Byrnn Grey X, LLC, a Colorado limited liability company.

Notary Public
Print Name: _____
My commission expires: _____

[NOTARIAL SEAL]

ACKNOWLEDGMENT AND APPROVAL

The Town of Frisco acknowledges and approves the foregoing Assignment and agrees such Assignment shall be entitled to priority over the interests of Town of Frisco in the Rents (as "Rents" is defined in the foregoing Assignment to be limited to the rents payable by Pinnacle (as defined in the foregoing Assignment)).

TOWN OF FRISCO:

TOWN OF FRISCO, a Colorado municipal corporation

By: _____
Name: Gary Wilkinson
Title: Mayor

ATTESTED

By: _____
Name: Deborah Wohlmuth, CMC
Title: Town Clerk

STATE OF COLORADO)
):ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by Gary Wilkinson and Deborah Wohlmuth, CMC, respectively the Mayor and Town Clerk of the Town of Frisco, a Colorado municipal corporation and acknowledged the execution of the foregoing Assignment of Rents for and on behalf of said Town of Frisco.

Notary Public
Print Name: _____
My commission expires:

[NOTARIAL SEAL]

ACKNOWLEDGMENT AND APPROVAL

SUNFLOWER BANK, N.A. acknowledges and approves the foregoing Assignment and agrees the such Assignment shall be entitled to priority over the interests of SUNFLOWER BANK, N.A. in the Rents (as "Rents" is defined in the foregoing Assignment to be limited to the rents payable by Pinnacle (as defined in the foregoing Assignment)).

SUNFLOWER BANK:

SUNFLOWER BANK, N.A.

By: Richard Kinney
Name: Richard Kinney
Title: Credit Relationship Manager

STATE OF COLORADO)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 27th day of October, 2017, by Richard Kinney as Relationship Manager of SUNFLOWER BANK, N.A., a national bank.

Melinda Alton
Notary Public
Print Name: Melinda Alton
My commission expires: 01/11/18

[NOTARIAL SEAL]



**AN INTERGOVERNMENTAL AGREEMENT FOR
THE INTERMOUNTAIN TRANSPORTATION PLANNING COMMISSION**

THIS AGREEMENT, effective as of the ____ day of _____ 2017, by and among the following:

1. Eagle County
2. Garfield County
3. Lake County
4. Pitkin County
5. Summit County
6. Town of Avon
7. Town of Basalt
8. Town of Eagle
9. Town of Gypsum
10. Town of Minturn
11. Town of Red Cliff
12. Town of Vail
13. Town of Carbondale
14. City of Glenwood Springs
15. Town of New Castle
16. Town of Parachute
17. City of Rifle
18. Town of Silt
19. City of Leadville
20. City of Aspen
21. Town of Snowmass Village
22. Town of Blue River
23. Town of Breckenridge
24. Town of Dillon
25. Town of Frisco
26. Town of Silverthorne
27. Town of Montezuma
28. Roaring Fork Transportation Authority

WHEREAS, the parties to this Agreement which are political subdivisions of the State of Colorado have the authority pursuant to Article XIV, section 18 of the Colorado Constitution and Section 29-1-201 *et.seq.*, Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually, and;

WHEREAS, the Rules and Regulations for the Statewide Transportation Planning Process and Transportation Planning Regions, Section IV, Transportation Planning Regions, Item F, specify that the long-range transportation plans for the Town of Frisco shall be integrated and

consolidated into the Regional Transportation Plan for the Intermountain Transportation Planning Region, and;

WHEREAS, Section 43-1-1101 C.R.S. recognizes Regional Planning Commissions as the proper forum for required transportation planning, and;

WHEREAS, Section 43-1-1102 C.R.S. requires that Regional Planning commissions formed for the purpose of transportation planning must be formed pursuant to Section 30-28-105 C.R.S., and;

WHEREAS, the parties to this Agreement desire to cooperate with the Colorado Department of Transportation in the transportation planning activities to determine the mobility needs of the Intermountain Transportation Planning Region, and incorporate the needs and recommendations of the Intermountain Transportation Planning Region into the Statewide Transportation Plan, and;

WHEREAS, the Intermountain Planning Region consisting of the areas within the counties of Eagle, Garfield, Lake, Pitkin and Summit was designated in the Rules for the Statewide Transportation Planning process as adopted by the Transportation Commission of Colorado and effective October 30, 1992, and;

WHEREAS, the parties to this Agreement are governing bodies or officials having charge of public improvements within their jurisdictions in the Intermountain Planning Region, and;

WHEREAS, pursuant to Section IV-B of the Rules, the parties to this Agreement represent units of general purpose local governments representing at least 75% of the population and 50% of the land area of the Intermountain Transportation Planning Region.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Designation of Regional Transportation Planning Commission. The parties to this Agreement shall have one representative each on the Regional Planning Commission for the Intermountain Transportation Planning Region.
2. Responsibilities of the Regional Transportation Planning Commission. The Regional Transportation Planning Commission shall be responsible for reviewing the progress and product of the Colorado Department of Transportation or their designee related to transportation planning and analysis activities to incorporate the needs and recommendations of the Intermountain Transportation Planning Region, suggesting updates and amendments as necessary to the State Transportation Plan pursuant to all applicable federal and state laws and rules or regulations including public participation provisions, selecting a representative to the Transportation Advisory Committee, and participating in the State Transportation Improvement Program development process.

3. Contracting. The Regional Planning Commission may, with the consent of the parties to this Agreement, contract the services of other eligible individuals or entities to carry out all or any portions of the responsibilities assumed by the Regional Transportation Planning Commission under this Agreement.

4. Distribution of state or federal funds. The Regional Transportation Planning Commission may, through contracts or Memoranda of Agreement, receive and expend state or federal funds designated for regional transportation planning.

5. Term of Agreement. This Agreement shall remain in full force and effect for so long as the parties to this Agreement consider necessary to review completion by the Colorado Department of Transportation of a Regional Transportation Plan for the Intermountain Transportation Planning Region or for periodic updates or amendments as may be required. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project.

6. Modifications and Changes. The terms of this Agreement may be modified at any time by agreement of all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, Exhibit A, on the day first written above as evidenced by the attached certification designating the local jurisdiction's representative to the Intermountain Transportation Planning Commission and certified by the appropriate authorized official.

TOWN OF FRISCO:

By: _____
Gary Wilkinson, Mayor

Date: _____, 2017

ATTEST:

By: _____
Deborah Wohlmuth, CMC
Town Clerk

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC is granted this 14th day of November, 2017, (the "Effective Date") by the Town of Frisco, a home rule municipal corporation, ("Town"), whose physical address is 1 Main Street, Frisco, Colorado 80443, and whose mailing address is P.O. Box 4100, Frisco, Colorado, 80443, to 481A West Main Condominium Association, Inc., a Colorado nonprofit corporation ("Licensee"), whose mailing address is P.O. Box 4970, Frisco, Colorado, 80443.

A. The Town owns the right-of-way(s)/public place(s) described as the:

1. Main Street Right-of-Way between Streamside Lane and Ten Mile Creek

Such area being referred to collectively hereinafter as the "Town ROW/Public Place."

B. Licensee desires to install and maintain certain plants, boulders and rock walls (collectively the "Private Improvements") that will encroach into a portion of the Town ROW/Public Place. Said Private Improvements and their encroachments into a portion of the Town ROW/Public Place are depicted on the survey attached hereto as Exhibit A and incorporated herein by this reference.

C. Pursuant to Town Charter, the Code of the Town of Frisco ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public places.

D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and maintain the Private Improvements as depicted in the survey attached hereto as Exhibit A under certain circumstances and with certain conditions and stipulations.

E. The intent of this License is to authorize, on a revocable basis, the installation and maintenance of the Private Improvements within the Town ROW/Public Place without cost to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to install and maintain the Private Improvements in the Town ROW/Public Place, provided, however, that as a conditions of the License, the Licensee shall construct and maintain the Private Improvements in a good and attractive condition, and only at the locations of the improvements as shown in Exhibit A.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License

either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Excavation and Maintenance

a. The Licensee shall pay all costs of design, installation, and maintenance of the Private Improvements. Upon revocation of the License as provided herein and upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Improvements from the Town ROW/Public Place and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Town ROW/Public Place encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other licensees in exercising their rights to construct, remove, operate and maintain their installations within the Town ROW/Public Place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities or utilities located within the Town ROW/Public Places due to activities authorized by this License.

d. Pursuant to Town Code, Licensee shall not install, replace or alter the Private Improvements without first obtaining the necessary permits, paying the necessary fees and posting the necessary bonds, including but not limited to building permits and excavation permits, as applicable. Licensee shall maintain the Private Improvements in a good and attractive condition during the term of the License.

e. All excavation shall be accomplished in accordance with the Town Code and the required permits. Licensee is responsible for locating all utilities prior to any excavation. The Town Manager or the Town Manager's designee, prior to excavation, shall review and approve plans and specifications governing the installation and any later replacement or alteration of the Private Improvements.

f. Licensee acknowledges that it is installing the Private Improvements at its own peril. Licensee is solely responsible for any damage to the Private Improvements caused by Town personnel, or the Town's contractors or subcontractors, in connection with conducting maintenance or emergency operations in the Public ROW/Public Place.

3. Repair of Damages

Licensee shall promptly repair all damage to the Town ROW/Public Place caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs promptly upon the Town's request.

4. **Term.**

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License. This License may also terminate upon Licensee's request so long as Licensee removes all Private Improvements and returns the Town ROW/Public Place to substantially similar condition as that prior to installation of the Private Improvements.

5. **Revocation.**

a. Town may revoke this License upon thirty (30) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of thirty (30) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Council of the Town that the Town ROW/Public Place is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Improvements and restore the Town ROW/Public Place to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Improvements by the 30th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensee further agrees that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. **Notice.**

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's mailing address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification.

The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, contractors, subcontractors, or lessees, in the installation, construction, use or maintenance of the Private Improvements. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Public Improvements permitted by this License or the maintenance and/or operation of the Private Improvements and/or the Town ROW/Public Place constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

In the event the Town institutes litigation against the Licensee for a breach of this License or for an interpretation of the License and the Town is the prevailing party, Licensee shall reimburse the Town for all costs related thereto including reasonable attorney fees. If the Licensee prevails, then the Town shall reimburse the Licensee for all costs related thereto including reasonable attorney fees.

8. Competing Uses.

The Private Improvements and the Licensee's activities within the Town ROW/Public Places shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Town ROW/Public Places. Licensee's Private Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. Miscellaneous Provisions

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be constructed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. Underlying Intent and Scope. It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

d. No Third Party Beneficiaries. Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third party beneficiaries are intended by this License. Any third party receiving a benefit from this License is an incidental and unintended beneficiary only.

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Summit County, Colorado.

f. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

10. **Recordation**

This License shall be recorded in the real property records of the Summit County Clerk and Recorder.

TOWN OF FRISCO, a Colorado Home Rule
Municipal Corporation

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, Town Clerk

**481A WEST MAIN CONDOMINIUM
ASSOCIATION, INC**, a Colorado nonprofit
corporation:

By: _____

Print Name: _____

Position/Title: President

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____,
2017, by _____ as President of 481A West Main
Condominium Association, Inc., a Colorado nonprofit corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

**EXHIBIT A
TO
REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE**

(SEE NEXT PAGE)

FAST FACTS AND TALKING POINTS



2018 REAUTHORIZATION OF THE LOTTERY BY THE GENERAL ASSEMBLY

HISTORY

After Colorado voters approved a state lottery in 1980, the General Assembly created a Lottery Division in the State Department of Revenue to administer the program. In 1992, voters adopted the Great Outdoor Colorado (GOCO) amendment to the state constitution, earmarking up to 50% of annual Lottery proceeds to the trust.

A CRITICAL LINK.

The Colorado Lottery Division is critical to the administration of the entire GOCO program, as well as the Conservation Trust Fund and Colorado Parks and Wildlife. The Lottery Division is set to expire unless extended by the General Assembly, which during its 2018 session will consider legislation to extend the Division to 2039.

KEEPING COLORADO A SPECIAL PLACE.

Since 1983, Lottery has returned more than \$3 billion in proceeds to the people of Colorado for projects in all 64 counties. Lottery-funded projects have helped connect families to the outdoors; created and enhanced local trails and parks; built outdoor recreation facilities; preserved ranchlands, water resources, and view corridors; improved river access and quality; and conserved wildlife habitat.

GOOD FOR JOBS. GOOD FOR BUSINESS. GOOD FOR TOURISM.

Investing Lottery proceeds in Colorado's outdoor recreation and land conservation is good for business and protects the resources that make Colorado great. A recent Colorado State University study found that each dollar invested for land conservation through easements in Colorado results in \$4-\$12 in benefits for Coloradans. Colorado's outdoor industry created 229,000 direct jobs, generated \$28 billion in consumer spending, and contributed in \$9.7 billion in wages and salaries. Coloradans continue to support investing in Colorado's natural areas. In recent polling, 65% of respondents supported continuing to fund GOCO using lottery dollars.

LOTTERY PROCEEDS INVEST IN STATE PARKS THAT MAKE US PROUD.

Lottery proceeds invest in parkland acquisition, park development and operations, trail construction and maintenance, projects for non-game species, environmental education, youth intern and volunteer programs, and stewardship and natural resource management.

PARKS, PLAYGROUNDS, AND GETTING KIDS OUTDOORS.

GOCO places a high priority on kids and families. Funds have built ballfields next to local schools, purchased new playground equipment for town parks, and helped repair local swimming pools. GOCO's Inspire Initiative has impacted more than 40,000 kids across the state and created more than 500 jobs by funding 24 local coalitions to create youth-driven, collaborative approaches to help connect families with the outdoors and create pathways to stewardship and leadership roles. GOCO's School Yard Initiative has impacted more than 17,000 students with student-driven design and engagement to update aging and often unsafe playgrounds. To date, more than 9,200 young people have found jobs and pathways to financial independence through Colorado Youth Corps Association projects funded by GOCO, where they also earn AmeriCorps scholarships that can be used for higher education.

TO OUR SUPPORTERS: Have a great story about GOCO or the CTF? Want to adopt a resolution supporting our efforts? Let us know! Contact Geoff Wilson, gwilson@mdkrlaw.com, or Amanda Hill, ahill@goco.org.
Thank you for your support!

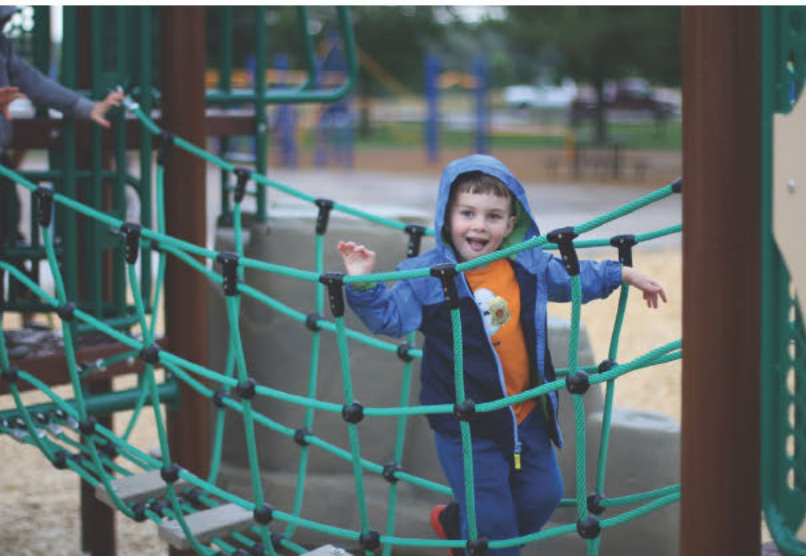




Colorado Parks and Wildlife receives no general fund or tax dollars, and **Lottery proceeds make up nearly 20%** of the agency's budget.



13.5 million people visit Colorado's state parks each year.



GOCO's focus on getting kids outside **impacts thousands of youth and their families** annually.



Colorado is the only state that distributes **100% of lottery proceeds to support outdoor recreation** and land conservation. Coloradans can be proud!

Per the constitution, Lottery net proceeds are allocated to Colorado state parks through Colorado Parks and Wildlife, to DOLA's Conservation Trust Fund, which allocates funds to eligible local governments on a per capita basis, and to GOCO. Surplus funds go to the state's school capital construction fund Building Excellent Schools Today (BEST).



BEST
Spillover funds after GOCO cap is met go to BEST



up to 50%



40%
Conservation Trust Fund

10%



**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 17-20**

A RESOLUTION SUPPORTING REAUTHORIZATION BY THE GENERAL ASSEMBLY OF THE COLORADO LOTTERY DIVISION IN 2018.

WHEREAS, Colorado voters provided for a statewide lottery, and in a subsequent election adopted the Great Outdoor Colorado (GOCO) amendment to the state constitution, which directs that lottery profits be used for parks, open space, wildlife, and outdoor recreation purposes, and

WHEREAS, following the voters' approval of a lottery, the General Assembly created a Lottery Division in the State Department of Revenue to administer the lottery, and

WHEREAS, as provided in the GOCO amendment, lottery profits are allocated to the Great Outdoors Colorado Trust Fund (GOCO Trust Fund), the Conservation Trust Fund, and to the Colorado Division of Parks and Wildlife, and

WHEREAS, since 1992, the GOCO Trust Fund has distributed approximately \$1 billion in grants for projects to improve communities in all of Colorado's 64 counties. Funds have helped connect families to the outdoors, improved local trails and parks, built outdoor recreation facilities, preserved ranchlands, water resources, and view corridors, improved river access and quality and conserved wildlife habitat, and

WHEREAS, the GOCO Trust Fund has distributed over \$346,285 directly to the Town of Frisco for these purposes for the Frisco Trails Master Plan, the Frisco Bike Park at the Peninsula Recreation Area, the Willow Preserve Interpretive Trail and Overlook, and the Town of Frisco Ballfield, and

WHEREAS, since 1983 the Conservation Trust Fund has distributed approximately \$1 billion in grants to counties, municipalities, and special districts for acquisition, development, and maintenance of new conservation sites, capital improvements, and maintenance for recreational purposes on public sites, and

WHEREAS, the Conservation Trust Fund has distributed over \$663,467 directly to the Town of Frisco for these purposes, and

WHEREAS, since 1992 the GOCO Trust Fund has distributed approximately \$215 million of lottery proceeds in support of Colorado's 42 state parks, funding parkland acquisition, park development and operations, trail construction and maintenance, environmental education, youth and volunteer programs and stewardship and natural resource management, and

WHEREAS, the Colorado Lottery Division is critical to the administration of the entire GOCO program and the Division is set to expire unless extended by the General Assembly, which during its 2018 session will consider legislation to extend the Division to 2039:

NOW THEREFORE, BE IT RESOLVED, that the Town of Frisco strongly urges the General Assembly to approve legislation during its 2018 session to reauthorize the Colorado lottery division until 2039.

INTRODUCED, READ AND ADOPTED THIS 14th DAY OF NOVEMBER, 2017.

Town of Frisco, Colorado:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: TOM HOGEMAN, MARINA GENERAL MANAGER
DIANE MCBRIDE, ASSISTANT TOWN MANAGER/RECREATION & CULTURE DIRECTOR
RE: MARINA MASTER PLAN RESOLUTION 17-21
DATE: NOVEMBER 14, 2017

Background: On July 11, 2017, Council approved a reallocation of \$200,000 in the Marina Fund for a master planning process. The goal of this master plan is to help prepare the Town for the “Big Dig” when favorable conditions exist, and to address the growth and sustainability concerns of the Marina.

On August 24, 2017, staff released an RFP for a comprehensive Frisco Bay Marina master plan. Staff received six bids on or before September 20th (closing date), interviewed the top five firms on October 3rd and 12th, conducted reference checks on the top firms, and has a recommendation before you today for this master planning project.

Staff Analysis: On August 24, 2017, staff released an RFP for a comprehensive Frisco Bay Marina master plan. Included in the RFP were the following details:

- This comprehensive master plan will detail and map current conditions and propose future land uses and locations for operations, trails, pathways, open space, lake access, parking, circulation, storage, recreation, and services.
- The marina master plan will develop a formalized long range plan with maps, images, site plans, details, phasing, and estimated costs.
- The plan will coordinate with a project presently underway for the architectural design work for the Marina office/retail/restroom facility.
- The qualified professional or firm will need to be an interdisciplinary team consisting of planners, engineers, traffic/parking consultants, recreation specialists, wetlands experts, landscape architects, etc. The scope of work will include the 7 acres of land leased to the Town of Frisco from Denver Water, the reservoir area, the 3.26 acres of land owned by the Town of Frisco, and limited adjoining properties. The focus of the master plan must also integrate the entrance way to Frisco Bay Marina at Highway 9, consider recreation/trail connections to the Peninsula Recreation Area (PRA), and existing and planned trails in the vicinity in keeping with the 2017 Frisco Trails Master Plan.

- Martin/Martin will coordinate and provide the selected Team with developable area options created by the excavated material, coordinate with the Army Corps for permit modifications, and estimate costs associated with the excavation.
- The scope of work shall include, but not be limited to, the following: data gathering, inventory and analysis, community outreach, planning and a final master plan.

Staff received six (6) bids that ranged in price from \$98,000 - \$195,000. Firms who submitted included:

Name of Bidder	Bid Amount
Borch Engineering LLC	\$195,000
Logan Simpson	\$118,903
Zehren & Associates	\$118,734
MSA Professional Services	\$98,000
DHM Design	\$102,455
Norris Design-Smith Group JJR	\$108,000

Staff thoroughly reviewed all proposals and interviewed five of the six firms. Borch Engineering, LLC, was not interviewed. Staff conducting the interviews included Tom Hogeman, Diane McBride, Joyce Allgaier, and Bill Gibson.

Staff Recommendation: All five firms interviewed have applicable experience. One team rose to the top and staff is recommending moving forward at this time with Logan Simpson for the following reasons:

- Relevant master planning experience including: Larimer County Parks Master Plan including reservoirs of Horsetooth, Carter Lake, Pinewood, and Flatiron; Chatfield Reservoir Recreation Facilities Master Plan; Confluence Park, Denver. Direct contact with Craig Coronato who has been involved with all these projects.
- Teamed with Edgewater Resources and specifically Greg WeyKamp who completed the Port of Rochester Waterfront and Marina, 31st Street Harbor in Chicago, and the Oswego Waterfront Master Plan in Oswego, NY. Proposal included market analysis, rate recommendations, and overall operational review.
- Teamed with Felsburg, Holt, & Ullevig for transportation and engineering.
- Robust community outreach/public engagement process including charrettes, stakeholder interviews, advisory committee, and public meetings.

Staff believes Logan Simpson is the right choice for this project based on their marina specific experience and knowledge, their ability to connect the marina to the Town, their traffic team of professionals, their budget, and their ability to continue to make Frisco “authentic.” Staff discussed the project team with Craig Coronato, Senior Associate Landscape Architect for Logan Simpson, and requested some changes to the project team. In so doing, the project cost has increased from \$118,903 to \$119,255. Staff believes these are acceptable and warranted changes and recommends moving forward with a contract on the November 14th consent agenda with Logan Simpson for a price not to exceed \$119,255 for Master Planning costs for the Frisco Bay Marina.

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 17-21**

A RESOLUTION AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE THAT CERTAIN AGREEMENT FOR MARINA MASTER PLAN SERVICES WITH LOGAN SIMPSON DESIGN, INC., IN AN AMOUNT NOT TO EXCEED \$119,255.00.

WHEREAS, the Town Council has determined that the preparation of a master plan for the development of the Frisco Marina is in the community's best interest; and

WHEREAS, pursuant to chapter 9 of the Code of Ordinances of the Town of Frisco, Town staff has conducted a request for proposals process for Marina Master Plan services in which competitive bids (6) were obtained, and during which five of the six firms making a proposal were interviewed; and

WHEREAS, the Town Council has reviewed the report of Mr. Tom Hogeman, Marina General Manager, and Ms. Diane McBride, Assistant Town Manager, concerning the bid amounts, the interviews conducted, the recommendation of the interview committee and the reasons for that recommendation; and

WHEREAS, based upon that review, the Town Council has determined that it is in the best interests of the Town to enter into an agreement for Marina Master Plan Services with Logan Simpson Design, Inc.

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

The Mayor and Town Clerk are hereby authorized to execute the attached Agreement for Marina Master Plan Services with Logan Simpson Design, Inc., at a cost, as set forth therein, not to exceed \$119,255.00.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 14th DAY OF NOVEMBER 2017.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

AGREEMENT FOR MARINA MASTER PLAN SERVICES

THIS AGREEMENT ("Agreement"), made this 14th day of November 2017, between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and Logan Simpson Design, Inc., an Arizona corporation., as an independent contractor, hereinafter referred to as "CONTRACTOR," provides as follows:

ARTICLE I **SCOPE OF SERVICES**

Section 1.1 Services: CONTRACTOR agrees to perform the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Attachment A hereto, hereinafter referred to as the "Project." Attachment A hereto is hereby incorporated by reference and made a part of this Agreement.

Section 1.2 Scope of Services: FRISCO agrees to retain CONTRACTOR to complete the Project. CONTRACTOR shall commence work upon direction to proceed and complete the Project on or before December 31, 2018. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO.

Section 1.3 Independent Contractor: CONTRACTOR shall at all times control the means and manner by which CONTRACTOR performs the work, subject to FRISCO's right to monitor, evaluate and improve such work. CONTRACTOR shall at all times be and act as an independent contractor and not as an employee of FRISCO.

Section 1.4 Warranty of Contractor: CONTRACTOR warrants that title to all services, materials and equipment covered and paid for under this Agreement will pass to FRISCO either by incorporation in the Project or upon the receipt of payment by CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no services, materials or equipment paid for under this Agreement will have been acquired by CONTRACTOR, or by any other person performing services at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

ARTICLE II **ADMINISTRATION OF THIS AGREEMENT**

Section 2.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry, and warrants all materials incorporated in the Project to be free from defect of material or workmanship and to conform to the specifications, drawings or samples specified or

furnished. This Section 2.1 shall survive any inspection, delivery, acceptance or payment by FRISCO.

Section 2.2 Oversight: All of the work associated with the Project shall be performed under the direction of Ms. Diane McBride. It is expressly understood and agreed that some of the work may have commenced prior to the formal execution of this Agreement, in which event such work is incorporated into the Project and is deemed to have been and is authorized by this Agreement.

Section 2.3 Ownership and Use of Documents:

(a) Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Project. They are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FRISCO. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(b) CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with FRISCO (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of FRISCO and the design professional and specific written verification or adaption by the design professional.

(c) Notwithstanding the provisions of Sections 2.3(a) and (b) above, FRISCO reserves the right to utilize any documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement. FRISCO shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 2.4 Insurance:

(a) CONTRACTOR agrees to procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by CONTRACTOR under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law.

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall name FRISCO, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(c) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Section 2.4(c).

(d) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If CONTRACTOR has no owned automobiles, the requirements of this Section 2.4(d) shall be met by each employee of CONTRACTOR providing services to FRISCO under this Agreement.

(e) The insurance policies required by Sections 2.4(a), (b) and (d) shall name FRISCO, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(f) Every policy required under this Section 2.4 shall be primary insurance, and any insurance carried by FRISCO, its officers, or its employees, or carried by or provided through any insurance pool of FRISCO, shall be excess and not contributory insurance to that provided by CONTRACTOR. CONTRACTOR shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(g) Prior to commencement of this Agreement, CONTRACTOR shall provide FRISCO with a certificate of insurance completed by CONTRACTOR's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or

materially changed until at least thirty (30) days' prior written notice has been given to FRISCO. The completed certificate of insurance shall be sent to:

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Bonnie Moinet, Finance Director

(h) CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of CONTRACTOR's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which FRISCO may immediately terminate this Agreement, or at its discretion FRISCO may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by FRISCO shall be repaid by CONTRACTOR to FRISCO upon demand, or FRISCO may withhold the cost of the premiums from any monies due to CONTRACTOR from FRISCO.

(i) The parties hereto understand and agree that FRISCO is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to FRISCO, its officers, or its employees.

Section 2.5 Indemnification:

(a) CONTRACTOR shall indemnify and hold harmless FRISCO and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to copyright infringement, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any person described in this Section 2.5(a).

(b) In any and all claims against FRISCO or any of its agents or employees by any employee of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under this Section 2.5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by or for CONTRACTOR or any subcontractor under worker's or workman's compensation actions, disability benefit acts or other employee benefit acts.

Section 2.6 Subcontractor: CONTRACTOR shall, as soon as practicable after the signing of this Agreement, notify FRISCO in writing for FRISCO's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor.

Section 2.7 Termination of Agreement:

(a) This Agreement may be terminated by either party upon thirty (30) days' written notice, provided that such termination is based upon a substantial failure by the other party to perform in accordance with the terms in this Agreement. Failure to proceed in a timely manner, and/or deviation from the aforesaid Agreement without prior written approval of FRISCO, shall constitute authority for issuance of a termination notice, except wherein circumstances beyond the control of CONTRACTOR shall warrant alteration, adjustment or deviation from this Agreement. In the event of termination, FRISCO will pay CONTRACTOR for all services performed to date of termination. If payment is otherwise due upon completion, FRISCO will pay CONTRACTOR for the pro rata value of the completed portion of the Project that will be incorporated into the Project. FRISCO will require the release of all lien rights as a condition of such payment.

(b) Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FRISCO's obligations under this Agreement are subject to annual appropriation by the Town Council of FRISCO. Any failure of a Town Council annually to appropriate adequate monies to finance FRISCO's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.8 Binding Effect: FRISCO and CONTRACTOR each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FRISCO nor CONTRACTOR shall assign or transfer its interest in this Agreement without the written consent of the other.

Section 2.9 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized.

FRISCO:

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Diane McBride

CONTRACTOR:

Logan Simpson
123 N College Ave Ste 206
Fort Collins, CO 80524
Attn: Craig Coronato

ARTICLE III **RESPONSIBILITIES OF FRISCO**

Section 3.1 Project Materials: FRISCO shall make available data related to the Project, including design specifications, drawings and other necessary information. Data so furnished to CONTRACTOR shall be furnished at no cost, and shall be returned to FRISCO at the earliest possible time.

Section 3.2 Access to Property and Records: FRISCO shall provide CONTRACTOR with access to public property as required and necessary to complete the contract. To the extent required by law, FRISCO and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-101, *et seq.* CONTRACTOR agrees to hold FRISCO harmless from the disclosure of any records that FRISCO reasonably believes it is legally required to disclose.

Section 3.3 FRISCO's Representative: FRISCO shall designate, in writing, a representative who shall have authority to act for FRISCO with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FRISCO's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

Section 3.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of FRISCO, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

ARTICLE IV **COMPENSATION FOR SERVICES**

Section 4.1 Compensation: CONTRACTOR shall be compensated for services at the hourly rates set forth in Attachment B hereto; provided, however, that CONTRACTOR shall complete the Project as set forth in Attachment A for a total amount not to exceed ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS. Attachment B hereto is hereby incorporated by reference and made a part of this Agreement.

Section 4.2 Payment: FRISCO shall pay CONTRACTOR monies due under this Agreement within thirty (30) days after invoice date, provided such amounts are not in dispute or the subject of setoff.

ARTICLE V
MISCELLANEOUS

Section 5.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado.

Section 5.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

Section 5.3 Counterparts: This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 5.4 No Third Party Benefit: This Agreement is between FRISCO and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

FRISCO

By: _____
Mayor Gary Wilkinson

Attest:

Deborah Wohlmuth, Town Clerk

CONTRACTOR

By: _____
Name: _____
Title: _____

ATTACHMENT A

SCOPE OF WORK

The Project will include, but is not limited to: production of a comprehensive master plan for the Frisco Bay Marina. This comprehensive master plan will detail and map current conditions and propose future land uses and locations for operations, trails, pathways, open space, lake access, parking, circulation, storage, recreation, and services. It will include a specific and prioritized implementation framework for the Town to use over time. The marina master plan will develop a formalized long range plan with maps, images, site plans, details, phasing, and estimated costs. Additionally, the master plan will include planning for an excavation project anticipated for a defined area of the reservoir that will include details of the excavation project, uses for the excavated materials, and redevelopment of fill area(s), etc. The master plan will coordinate with the architectural design and construction of the Lund House (marina office/retail/restroom facility) project slated for 2018. Overall, the master plan will create a long-term vision and plan that will position the Town to manage these resources and funds in such a way that the marina and surrounding areas can grow and be managed to the highest level of economic, social, and environmental sustainability for future generations to come.

The Project will be undertaken by an interdisciplinary team consisting of planners, engineers, traffic/parking consultants, recreation specialists, wetlands experts, landscape architects, etc. The scope of work will include the 7 acres of land leased to the Town of Frisco from Denver Water, the reservoir area, the 3.26 acres of land owned by the Town of Frisco, and limited adjoining properties. The focus of the master plan must also integrate the entrance way to Frisco Bay Marina at Highway 9, consider recreation/trail connections to the Peninsula Recreation Area (PRA), and existing and planned trails in the vicinity in keeping with the 2017 Frisco Trails Master Plan.

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 of the details associated with the project permit including: excavation of ~75,400 CY of soil in 10.93 acres of unvegetated lakebed, and discharging of ~60,300 CY of the dredged soil material and 3,600 CY of concrete retaining wall blocks into 5.35 acres of unvegetated lakebed below the ordinary high water mark of Dillon Reservoir to improve navigation and expand recreational facilities at the Frisco Bay Marina.

The marina master planning process will develop a formalized plan with maps, images and details for this “Big Dig” project that will include uses for the excavated materials, redevelopment of area(s), new land uses, parking, traffic flow, etc. The Project includes the determination of high confidence level estimates of the project costs for the “Big Dig” project and a prioritization of uses and projects.

Town of Frisco staff will be updating the Frisco Community Plan in 2018. The Project includes working closely with staff to ensure the marina master plan and the community plans are in sync with one another. Possible overlapping areas of research include

parking, restrooms, year-round service and programming opportunities, trails and connectivity, flood plains, etc.

Without limiting the generality of any of the foregoing, the Project will include the following tasks and deliverables:

1) Data Gathering, Inventory and Analysis

- a. 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.
- b. Stakeholder interviews to gain insights including needs, desires, strengths, challenges, and opportunities.
- c. Review of previous master plans and project files.
- d. Evaluate and review current uses and programming spaces.
- e. 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.
- f. Become familiar with other related plans such as the 2017 Frisco Trails Master Plan, Frisco Community Plan, etc.

2) Community Outreach

- a. 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.
- b. Follow-up outreach after initial planning and final phases is expected.

3) Planning

- a. Planning of the waterfront for access, habitat improvement, recreation, and 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.
- b. 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.
- c. 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.

- d. 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.
- e. Develop conceptual site plans for different uses
- f. Evaluate and document site constraints
- g. Work with Denver Water Board to ensure compatibility with current and future uses of Denver Water Board lands.

4) 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:

- a. Maps – current and future land use allocations for operations, trails, pathways, parking, storage, recreation, and services.
- b. Analysis and description of marina needs, issues, and opportunities
- c. 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.
- d. Summary and documentation of citizen outreach meetings and inputs
- e. Implementation matrix of priority projects and estimate of probable construction costs
- f. Recommendations for future funding assistance including grants.
- g. Presentation of draft and final plan to Frisco Town Council and public

**ATTACHMENT B
HOURLY RATES**

6) SCHEDULE OF RATES

Role	LOGAN SIMPSON					EDGEWATER				
	Master Planning, Landscape Architecture, Community Outreach					Marina Master Planning				
Team Member Initials	JDM	CC	KK	SS	JS	GW	RS	SF	SS	
Billing Rate	\$188	\$150	\$81	\$93	\$72	\$165	\$165	\$135	\$125	
1. Data Gathering, Inventory, and Analysis										
Project Coordination and Meetings		24				\$4,200				\$0
Stakeholder Advisory Group Meetings (3)		9				\$1,650	3			\$495
Stakeholder Interviews		4	8			\$1,248	4			\$660
Review of Prior Plans and Existing Conditions		2		8	4	\$1,332	4			\$660
Evaluate Current Uses and Programs	2	2	16			\$1,972	8			\$1,320
Base Mapping, GIS Inventory		2		16	8	\$2,364	4			\$660
Coordination with Ongoing Planning Efforts		2	8			\$948				\$0
Task 1. Subtotal	2	45	32	24	12	\$13,714	23	0	0	\$3,795
2. Community Outreach										
Community Outreach Plan	2	2	4			\$1,000				\$0
Survey and Website Content	2	2	8			\$1,324				\$0
Multi-day Workshop #1 - Ideas and Concepts		16	24			\$4,544	24			\$5,160
Multi-day Workshop #2 - Alternatives Development		16	16	12		\$5,012	24			\$5,160
Workshop #3 - Final Plan Refinement		12	24	12		\$5,060	8			\$1,320
Task 2. Subtotal	4	48	76	24	0	\$16,940	56	0	0	\$11,640
3. Master Planning										
Access, Circulation, and Parking Needs		4				\$600				\$0
Habitat and Wetlands Ecology		2				\$300				\$0
Leisure, Recreation, and Trails	4	4		24	24	\$5,312				\$0
Coordinate with User Facilities: Food, Restrooms		4	8			\$1,248				\$0
Land Use and Economic Development	4	4				\$1,352				\$0
Park and Marina Improvements		4				\$1,352	12	4	8	\$5,180
Coordinate with Management Facilities: Offices			8			\$648				\$0
Storage Needs			8			\$648				\$0
Evaluate Site Constraints		2	4	12		\$1,740				\$0
Develop Conceptual Master Plan Alternatives	4	8	8	8	72	\$8,528				\$0
Coordination with Denver Water		4				\$600	16			\$2,640
Task 3. Subtotal	16	36	36	44	96	\$22,478	28	4	4	\$7,820
4. Master Plan										
Master Plan Document	4	8	8	12	60	\$8,286				\$0
Master Plan Graphics	4	8	16	8	56	\$8,024				\$0
Marina Facilities Plan		8			12	\$2,064	8	4	20	\$4,020
Summary of Community Outreach		2	8		4	\$1,236				\$0
Priority Project List with Cost Estimates	2	4			8	\$1,552	8			\$1,320
Potential Funding Sources		2			4	\$588	2		4	\$870
Public and Council Presentation		4				\$700				\$0
Task 4. Subtotal	10	36	32	20	144	\$22,450	14	4	24	\$6,210
Totals	28	165	176	112	252	\$74,830	125	8	32	\$30,665

In Team Member Initials, SS reflects Senior Support Staff and JS reflects Junior Support Staff.

LOGAN SIMPSON SUBMITTAL

FHU			ALPINE				HOURS	LABOR	EXPENSES	TOTAL
Traffic and Parking			Ecology/Wetlands							
HB	CE		AH	JF	KH					
\$215	\$105		\$150	\$95	\$65					
		\$0				\$0	24	\$3,600	\$600	\$2,758
2	2	\$740	2			\$400	18	\$2,785	\$500	\$2,412
2	4	\$850				\$0	22	\$2,758	\$0	\$3,292
	4	\$420				\$0	22	\$2,412	\$0	\$3,024
		\$0				\$0	28	\$3,292	\$0	\$1,378
		\$0				\$0	30	\$3,024	\$0	\$3,024
2		\$430				\$0	12	\$1,378	\$0	\$1,378
6	10	\$2,440	2	0	0	\$400	156	\$19,249	\$1,100	\$20,349
		\$0				\$0	6	\$624	\$0	\$1,000
		\$0				\$0	10	\$948	\$0	\$1,324
2		\$430				\$0	72	\$9,862	\$1,400	\$10,134
2		\$430				\$0	72	\$9,862	\$1,400	\$10,602
		\$0				\$0	59	\$6,744	\$200	\$6,380
4	0	\$860	0	0	0	\$0	219	\$28,040	\$3,000	\$29,440
4	16	\$2,540				\$0	24	\$3,140	\$0	\$3,140
		\$0	8	24	6	\$3,870	40	\$4,170	\$0	\$4,170
		\$0				\$0	54	\$4,936	\$0	\$5,312
		\$0				\$0	12	\$1,248	\$0	\$1,248
		\$0				\$0	6	\$976	\$0	\$1,352
	8	\$840				\$0	48	\$6,620	\$0	\$7,160
		\$0				\$0	8	\$648	\$0	\$648
		\$0				\$0	8	\$648	\$0	\$648
		\$0				\$0	18	\$1,740	\$0	\$1,740
		\$0				\$0	100	\$8,528	\$150	\$8,678
		\$0				\$0	20	\$3,240	\$0	\$3,240
4	24	\$3,380	8	24	6	\$3,870	338	\$35,894	\$150	\$37,548
4	4	\$1,280	2			\$300	102	\$9,616	\$250	\$9,866
		\$0			6	\$390	98	\$8,414	\$0	\$8,414
	8	\$840				\$0	56	\$6,924	\$0	\$7,584
		\$0				\$0	14	\$1,236	\$0	\$1,236
		\$0				\$0	22	\$2,872	\$0	\$2,872
		\$0				\$0	12	\$1,458	\$0	\$1,458
		\$0				\$0	4	\$600	\$100	\$700
4	12	\$2,120	2	0	6	\$690	308	\$31,120	\$350	\$31,470
18	46	\$8,800	12	24	12	\$4,960	1026	\$114,655	\$4,600	\$119,255

FRISCO BAY MARINA MASTER PLAN



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: APPLICATION TO CHANGE LOCATION – BACCHUS LLC DBA FRISCO WINE MERCHANT
DATE: NOVEMBER 14, 2017

Background: As prescribed in Colorado State Statute, an application to change location must be first submitted to the local licensing authority for approval. Supporting documentation as outlined on State form DR 8442 must accompany the application to begin the hearing process requirements. The preliminary findings have been included in this report to support proof of a completed application.

Analysis: This application is for a change of location for Bacchus LLC dba Frisco Wine Merchant, currently located at 111 Main Street Unit 1A and requesting a change of location to 310 Main Street Unit F. Applicant Susanne Johnston has filed the necessary paperwork and posted the premise in accordance with the Colorado Liquor Code. Further, notice of this application was published in a newspaper of general circulation on November 10, 2017 pursuant to statutory requirements. Fingerprinting, background checks, and criminal history reports are not required by state statute as this information was reviewed at the time the original license was issued.

Recommendation:

On that basis, it is my

RECOMMENDATION

that the Council make a motion approving the request to change location for Bacchus LLC dba Frisco Wine Merchant, to be relocated to 310 Main Street Unit F, on the basis that the Authority has reviewed the location of the proposed establishment and finds that it is not located within 250 feet of any school or college campus; and has reviewed the qualifications of the applicant and, pursuant to the requirements of the Frisco Code and Colorado Statutes, finds the applicant to be qualified to change location of the retail liquor store license issued in the name of Bacchus LLC dba Frisco Wine Merchant.