

**THE DECEMBER 12, 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 AND PLANNING COMMISSION  
OF THE TOWN OF FRISCO  
DECEMBER 12, 2017  
4:30PM**

Agenda Item #1: Joint Work Session with Planning Commission on Historic Overlay Incentives and Approach to Community Plan 4:30pm

**RECORD OF PROCEEDINGS  
REGULAR MEETING AGENDA OF THE  
TOWN COUNCIL OF THE TOWN OF FRISCO  
DECEMBER 12, 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 November 28, 2017 Meeting  
Home Rule Charter Review – Chapter 157, Subdivision of Land  
Home Rule Charter Review – Chapter 72, Cable TV  
HBL Consulting Agreement  
Resolution 17-23, Reappointing Municipal Court Judge Ron Carlson

**Adjourn:**



**MEMORANDUM**

---

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

---

**TO:** MAYOR AND TOWN COUNCIL

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

**RE:** HISTORIC OVERLAY (HO) - FRAMING UP ISSUES AND CONCERNS IN PREPARATION FOR AMENDMENTS

**DATE:** DECEMBER 12, 2017

---

**Background:** The Town Council and Planning Commission recently have expressed concerns about some components of the Historic Overlay (HO) code provisions. It is the intent of this work session to gain a greater understanding of the Council's and Commission's general concerns, raise awareness about relative code issues, and provide some ideas for changes in order to advance to targeted code amendments.

The preservation of Frisco's small mountain town community character is a town value; it is well documented in the Frisco Community Plan and was an underlying tenant often spoken of during the recent Unified Development Code update. The preservation of the historic buildings in our community that tell the Frisco story adds to this community character and is appreciated by our citizens and visitors. Historic preservation is but one value however, and the basic format of the HO provisions requires decision makers to judge and balance values against one another. How much visual impact from a larger building is acceptable in order to save a historic building? When is it desirable to waive a deed restriction in order to preserve a piece of history? Not an easy task.

**Specific Background Information Regarding the Historic Overlay:** The HO provisions were put in place in 1993 and last amended in 2003 to encourage and incentivize the preservation of Frisco's historic resources. (The incentive/waiver provisions were added in 2003.) Frisco chose to adopt land use code provisions that provide waivers to certain development standards in order to encourage historic preservation, versus require preservation. The use of these waivers may only be considered and approved for properties that have been designated by the Town Council with the HO after having been found to have a historically significant resource based on the town's criteria.

The HO process allows the Frisco Planning Commission to judge a development project's requested waivers based upon a set of criteria and the level to which the commission feel the criteria are met. When the Commission can find that more criteria are met, a larger number of waivers may be granted; when fewer criteria are found to be met, fewer waivers would be granted. Each project is evaluated on its own merits and is not guaranteed a waiver to the extent requested. When projects are approved under the HO provisions, the property must then meet the Secretary of the Interior's Standards for Rehabilitation and the approval runs with the land. Over time, the historic building must be maintained as approved.

**Additional Background:** After evaluating and acting upon the town’s first HO project, the Town Council raised some concerns especially regarding the broadness of the potential waivers that could be granted. (It should be noted that the Planning Commission had similar concerns in their work with the HO.) On October 10<sup>th</sup>, the Town Council conducted a work session about the HO regulations. Staff posed a number of questions for discussion purposes.

- Is the current allowance for up to 100% waivers acceptable or too great?
- Should some or all of the waivers be limited to a certain percentage? Say, snow storage may be limited to a 75% reduction, while setbacks may be limited to 50% reduction?
- Should some current waiver topics be completely “off the table” for a waiver?
- Are the criteria for evaluating a waiver approval and the extent of the waiver appropriate?
- Are these incentive/waiver provisions the most desirable and effective way to approach historic preservation or would the council like to see other strategies considered?

**Council Perspectives from the October 10<sup>th</sup> Work Session:**

- Reevaluate the criteria for designation (currently, 50 years old+, has unique historical significance, and still has historical integrity or will be rehabilitated).
- Limit the number of waivers ever allowed. (For example, if limited to 3 from the list of waivers, let the applicant choose which waivers they want the most. Still needs approval.)
- Limit the number of waivers from each category of waivers or create a weighted system.
- Remove allowance for 100% of any standard.
- Uncomfortable with waivers to deed restriction requirement for a bonus unit, parking, snow storage and refuse management. Possibly limit parking to a maximum %.
- Incentives do not adequately weigh possible impacts to neighbor and small mountain town character.

**New Discussion Points/Ideas:**

1. What We Have Discovered – Understanding the Existing Incentives and How They Work

The development incentives allowed by the HO should be evaluated in the context of the whole Unified Development Code (UDC). Frisco is divided into various zoning districts and each of these zoning districts is established for a different purpose with a different intended outcome from development. To facilitate these differences, the development standards for each zoning district are different and range from more permissive to more restrictive. For example, the Central Core (CC) District is a more permissive zoning district that regulates development along East Main Street. This zoning district promotes residential, commercial, and mixed use projects of greater scale and density than other zoning districts in Frisco to in part to spur economic development, vitality, and visual character. The Residential Low Density (RL) District is an example of a more restrictive zoning district. Land uses in this district are limited primarily to lower density residential development projects of smaller scale and intensity than other zoning districts for the purpose of creating a pleasant residential neighborhood.

When examining the HO, it should be recognized that the waiver of certain development standards will create greater incentives for historic preservation in the more restrictive zoning district and less incentive for historic preservation in the more permissive zoning districts. For example, properties located along East Main Street are allowed 100% lot coverage, the only setback requirement is three feet along Main Street, and density is unlimited through the “Density Bonus” procedures (density bonus allowed above the base density when at least one-half of the bonus units are deed restricted

as affordable housing), and much of the parking requirements for commercial land uses are waived. So, HO incentives related to these standards create little incentive for historic preservation. By contrast, properties in the RL District are limited to 50% lot coverage; have setbacks of 20 feet, 15 feet, and 10 feet on the front, side, and rear property lines respectively; the density is limited to eight units per acre with no Density Bonus available; and there are reductions in the parking requirements. Exhibit A provides a more thorough comparison of the CC and RL Districts as it relates to development limitation and other incentives outside of the HO offered in these districts.

In addition to the different development standards and exceptions allowed in each zoning district, the UDC also allows for variances and administrative adjustments from the UDC standards. The Town's variance procedures allow relief from the development standards through a variance is only granted in cases of hardship and exceptional circumstances. The administrative adjustment provision of the UDC allows for limited deviations (typically up to 10%) from specific development standards with a lower review threshold than a variance. Administrative adjustments may be granted to compensate for a practical difficulty or unusual aspect of a property, or to accommodate an alternative or innovative design practice that achieves to the same or better degree the objective of that development standard. Exhibit B is Table 2-3 of the UDC which outlines the allowed administrative adjustments.

In addition to the factors of varying limitations, variances, and administrative adjustments, it should also be recognized that the UDC allows for the continuation and restoration of existing nonconforming ("grandfathered") developments. Some older developments in Frisco may not meet the current zoning standards for height, density, setbacks, parking, landscaping, etc. These nonconforming developments may be altered and/or expanded as long as the change or addition does not render the property more nonconforming.

In addition to the factors above, an evaluation of the HO development incentives should also be considered in the context of the redevelopment potential of existing properties. The land uses, densities, and general bulk and mass controls of the UDC generally date back to the previous Frisco Zoning Ordinance adopted in 1982. The Town of Frisco has changed since 1982 and the scale and character of development has also evolved. Many existing properties in Frisco have not been built-out to the full development potential allowed by the Town Code. When an existing older property is redeveloped, the Town sometimes hears concerns from community members about the degree of change associated with that project. During the adoption of the UDC earlier this year, this topic generated community discussion about what is the appropriate balance between private property rights and the preservation of existing neighborhood character along Granite Street and Galena Street. This discussion has not been limited to projects along the Main Street corridor. The degree of change associated with redevelopment in the RL District (2 Miners Creek, one existing single-family house redeveloped as four stand-alone townhomes) and RH District (215 South 2<sup>nd</sup> Avenue, one existing warehouse building redeveloped as the attached, five-unit Mae Belle Townhomes). The scope and scale of code compliant redevelopment projects such as these raise the question of how effective are the HO incentives in promoting the preservation of a historic building given the financial incentives of demolishing or removing the structure to make way for new construction.

## 2. How Do We Better Determine What Is Eligible?

Currently 3 criterion are used to judge whether properties are worthy of HO. Establishing a date along with the minimal criteria is not considered best practices because the basis of why the resource is important is not documented. It is important when judging what is worthy of preservation (especially when in a voluntary program that provides incentives) that there is a community consensus about why these structures and properties are meaningful. Another and more accepted approach is the creation of the town's own "Frisco Registry" that is created by the town. The first step is a comprehensive "inventory" of baseline information about historic properties that serves as documentation of what we have in our community. This is a pure accounting of resources - from known historic gems to outbuildings, sites, and sheds. The inventory also includes insight on the level of integrity of the historic resource. Using the standards of integrity which, based on the National Register Guidelines, includes: location, design, setting, materials, workmanship, feeling and association. (See Exhibit C, National Trust Bulletin re. Integrity.) It is important to determine what is important to the community through this process.

The next step is to create the "Frisco Registry" that extracts properties from the inventory and identifies only the worthy resources that would be eligible for HO and incentives. The registry includes a rating process of the resources as high, medium and low integrity and their value in the context of Frisco. In this process it is important to document the context of Frisco's history to help judge what is valuable enough to be on the registry. For example, many buildings were moved from the old Dillon townsite creating and expressing a trend or historic happening and the mining days is reflected by many structures. Only those resources on the Frisco Registry could take advantage of the HO incentives. Properties not included in the registry may request the designation and must justify inclusion. To create the full inventory and registry would take 4 – 6 months and include assistance from a historic preservationist.

Short-term changes to the designation criteria could include:

- Add better qualifications to current criterion number 2 regarding "historical significance", including: represents an important event or person, important trend, architecture or design, and method of construction.
- Addition of the "integrity criteria" to better evaluate resources. This could be added to the current criterion number 3.

## 3. Process Change Options

- A. Leave the same with PC responsible for Site Plan Review waivers and recommendation to TC on Rezone
- B. Couple the HO rezoning designation with a Site Plan Review (mandatory coupling). PC recommends to Town Council conditional approval for Site Plan based on successful HO Rezone. Town Council approves both Site Plan waivers and Rezone.
- C. 1 hearing at PC with both Site Plan and HO (site plan conditional on HO).
- D. 2 hearings at TC for rezone and final say on waivers.

## 4. Waiver Change Options

### A. Zoning District Standards

#### 1. Lot coverage

- Limit waiver percentage or area (10% admin adjustment per §2.7.2)

- Calculation applies, but exempt the historic building
2. Setbacks
    - Limit waiver percentage or distance (10% admin adjustment per §2.7.2)
    - Exempt roof eaves, decks, patios, exterior stairs, hot tubs, etc.
  3. Lot area
    - No change (10% admin adjustment per §2.7.2)
  4. Lot frontage
    - No change
  5. Driveway width
    - Repeal (administrative variances allowed from Street Design Criteria per Chapter 155)
  6. Density bonus deed restriction requirements
    - Limit waiver to AMI standards
  7. Ceiling height
    - No change

B. Overlay District Standards

1. Overlay district standards
  - Repeal (all overlay districts, except HO and PUD, were repealed by the UDC)

C. Development Standards

1. Snow storage
  - Repeal (50% reduction for parking spaces with snowmelt system and 70% reduction if solar technology snowmelt system per §6.13.7.B; can be combined with required landscaping per §6.13.7.F)
2. Parking and loading
  - Repeal (30% admin adjustment reduction in parking space numbers per §2.7.2; Zero parking requirement for some commercial uses in CC & MU per §6.13.3.D; On-street parking credits for non-overnight uses in CC & MU per §6.13.3.E; 20% reduction for multi-use shared parking in GW, CO, CC, MU, LI & RH per §6.13.3.F; Off-site parking of non-overnight uses in CC & MU per §6.13.5; Zero loading area if loading is available from adjacent alley or other suitable area per §6.13.8.B)
  - Allow off-site parking for overnight uses
  - Allow tandem parking for overnight uses
  - Allow reduced parking dimensions for valet parking
3. Landscaping and revegetation
  - No change (10% admin adjustment per §2.7.2; exception for public projects per §6.14.3.E; alternative plant materials per §6.14.4 and §6.14.5.C; landscaping alternatives for mixed-use, commercial, and large projects per §6.14.4.B)
4. Access
  - Repeal (administrative variances allowed from Street Design Criteria per Chapter 155)
5. Bicycle parking
  - Repeal (lesser number allowed per §6.13.4 and §6.21.J.2)
6. Refuse management

- Repeal (exemption from cardboard recycling dumpster standards and allow separated trash and recycling areas for commercial uses in CC & MU per §6.17.4)
- 7. Outdoor lighting, but only to the extent necessary to preserve historic features
  - No change (10% admin adjustment light fixture height per §2.7.2; exemptions for flags, street lights, holiday-style lights, architectural accent lighting per §6.16.11)
- 8. Non-residential development standards
  - No change (10% admin adjustment geometric plan length allowed per §2.7.2; Landscaping of parking lots exempt in CC per §6.21.1.3)
- 9. Residential development standards
  - No change (10% admin adjustment geometric plan length allowed per §2.7.2)
- 10. Bulk plane
  - Repeal – (encroachments allowed if they meet the height limit and provide substantial architectural relief per §6.23.3)

**Additional Information for Reference:**

Criteria for Review: The Planning Commission must make findings based on the criteria, essentially judging the project benefits against the waivers requested.

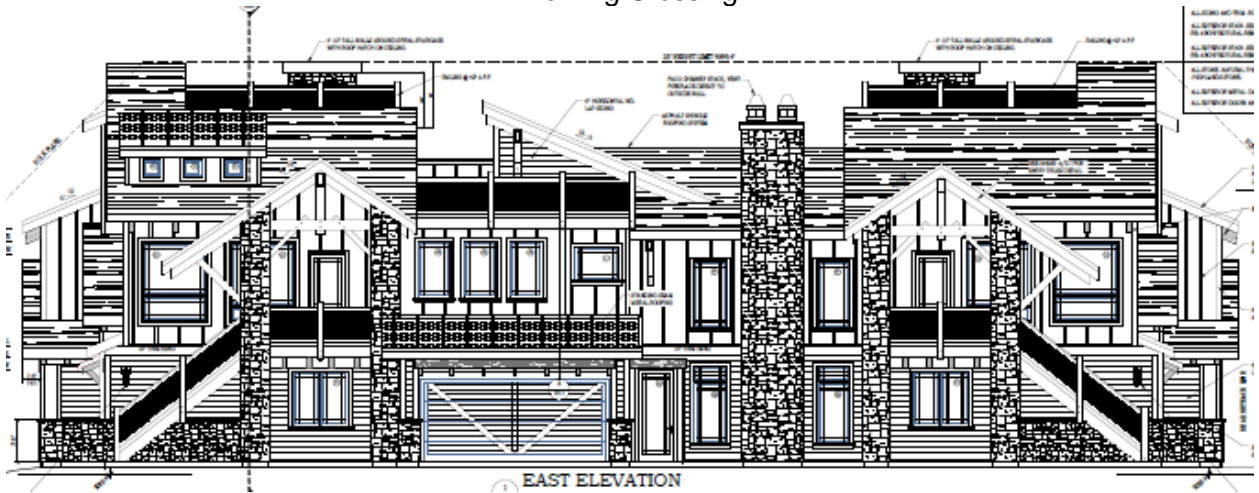
- The development project protects and preserves the Town’s historic and cultural heritage by retaining and/or remodeling aspects of a historic building(s) such as, but not limited to, the facades being compatible with the character of the historic era.
- The development project promotes economic and financial benefits by enhancing the property and making it more accessible and/or attractive for heritage tourism.
- The development project includes educational opportunities to increase the public’s awareness and appreciation of Frisco’s unique heritage.
- The development project maintains the structural integrity of the historic structure and/or rectifies safety concerns for the structure or brings the structure into greater compliance with life, health, and safety codes.
- The development project retains some or all historic structure(s) on the original site.
- The structural or use change furthers goals or objectives of the Master Plan; and,
- The development project brings new development/redevelopment on the site that allows for the preservation of historic resources on the site that would not likely occur without the development.

**Exhibits:**

- A - Comparison of RL and CC Zones
- B - Outline of Administrative Adjustments
- C - Integrity Criteria – National Trust
- D - UDC section regarding full Historic Overlay Code



Deming Crossing



EAST ELEVATION  
Mae Belle Townhomes





## 2 Miners Creek

EXHIBIT A: COMPARISON OF RL AND CC ZONING STANDARDS				
	RL	Exceptions	CC	Exceptions
<b>PROJECT STANDARDS</b>				
Maximum density	8 du/ac		16 du/ac	unlimited Density Bonus w/50% of bonus units 100% AMI
<b>LOT STANDARDS</b>				
Minimum lot area	10,500 sf		3,500 sf	
Minimum lot frontage	50 ft.		0 sf	
Maximum lot coverage	50%		100%; 70% (1 & 2 family only)	
<b>SETBACKS</b>				
Front yard setback (minimum)	20 ft.		10 ft. (1 & 2 family only)	
Front yard setback – Properties on Main Street (minimum)			3 ft.	
Front yard setback – Properties on Granite Alley, Galena Alley, Granite Street, and Galena Street (minimum)			5 ft.	
Side yard setback (minimum)	15 ft.		5 ft. (1 & 2 family only)	
Side yard setback – Properties on Main Street (minimum)			0 ft.	
Side yard setback – Properties on Granite Alley, Galena Alley, Granite Street, and Galena Street (minimum)			5 ft.	
Rear yard setback (minimum)	10 ft.		5 ft. (1 & 2 family only)	
Rear yard setback – Properties on Main Street (minimum)			0 ft.	
Rear yard setback – Properties on Granite Alley, Galena Alley, Granite Street, and Galena Street (minimum)			5 ft.	
Setback for alley facing yard – Properties on Granite Alley, Galena Alley, Granite Street, and Galena Street (minimum)			3 ft.	
<b>STEPBACKS</b>				
Minimum stepback for the third and above floors of street-facing wall facades			10 ft.	
<b>BUILDING STANDARDS</b>				
Maximum building height	30 ft.	Architectural features exempt; exception when grading is necessary for drainage	40 ft. (pitched); 35 ft. (flat)	Architectural features exempt; exception when grading is necessary for drainage
Maximum building height, first 20 feet in from property line on Galena Street			25 ft. (pitched roof required)	
<b>PARKING</b>				
Residential Dwelling Units	1 per bedroom, max 4 spaces		1 per bedroom, max 4 spaces	Tandem parking; 20% Mixed-Use credit
Residential Visitor Parking			1 per 5 units	Tandem parking; 20% Mixed-Use credit
Commercial Use (restaurant, retail, services, non-first floor office)			0	20% Mixed-Use credit; On-Street credits; Off-site private lots
Other Commercial Use			Varies by use & floor area	20% Mixed-Use credit; On-Street credits; Off-site private lots
Loading Areas			0 to 2 based on floor area	0 if adjacent to alley

**EXHIBIT A: COMPARISON OF RL AND CC ZONING STANDARDS**

	RL	Exceptions	CC	Exceptions
Bicycle Parking			20% of vehicle parking	Less if "reasonably justified"
<b>LANDSCAPING</b>				
Required Vegetation	1 tree per 875 sf lot; 1 shrub per 1,500 sf lot		1 tree per 1,500 sf lot; 1 shrub per 2,500 sf lot	50% w/street furniture & planter boxes; 25% w/art, patio/plaza, or outdoor seating
Parking Lot Landscaping			6% of parking lot, w/1 tree & 2 shrubs per 150 sf	Exempt in CC
<b>DEVELOPMENT STANDARDS</b>				
Snow Storage	100 sf per 350 sf	50% reduction w/snowmelt 70% reduction w/solar snowmelt system	100 sf per 350 sf	50% reduction w/snowmelt 70% reduction w/solar snowmelt system
Access	Per Chapter 155 Street Design Criteria	Administrative variances allowed	Per Chapter 155 Street Design Criteria	Administrative variances allowed
Refuse Management	Encouraged, not required		Dumpsters & enclosures for refuse & recycling	Exempt from cardboard recycling; separated refuse & recycling locations allowed; Eliminate up to 3 existing parking spaces to retrofit refuse/recycling areas
Outdoor Lighting	Full cut-off (Dark Sky) fixtures	Exempt flag lights, street lights, holiday style lights, architectural accent lights	Full cut-off (Dark Sky) fixtures	Exempt flag lights, street lights, holiday style lights, architectural accent lights
<b>BULK STANDARDS</b>				
Bulk Plane	In 20 ft from front lot line then up 20 ft, in 15 ft from side lot line then up 25 ft, in 10 ft from rear lot line then up 25 ft, all angles 45°	Deviation up to 350 cf administrative review; unlimited deviation Planning Commission review	At front lot line then up 20 ft or 24 ft, at side lot line then up 20 ft or 24 ft, no bulk plane at rear lot line, all angles 45	Deviation up to 350 cf administrative review; unlimited deviation Planning Commission review
<b>RESIDENTIAL AND NONRESIDENTIAL DESIGN STANDARDS</b>				
Small mountain town character, Facades, Roofs, Building materials, Building colors, Amenities, Etc.	Varies		Varies	

<b>EXHIBIT B: ADMINISTRATIVE ADJUSTMENTS</b>	
<b>Chapter Standard</b>	<b>Allowable Administrative Adjustment (maximum percentage)</b>
<b>SITE STANDARDS</b>	
Lot area, minimum	10
Lot coverage, maximum	10
<b>LOT DIMENSIONAL STANDARDS</b>	
Front yard setback, minimum	10
Side yard setback, minimum	10
Rear yard setback, minimum	10
Encroachment into setback, maximum	10
<b>BUILDING STANDARDS</b>	
Building height, maximum	10
<b>DEVELOPMENT STANDARDS</b>	
Number of required parking spaces, maximum or minimum	30
Lighting height, maximum	10
Sign height, maximum	10
Fence or wall height, maximum	10 (1 foot maximum)
Minimum landscaping requirements	10
Maximum length of geometric plane	10

## **1.1 Historic Overlay (HO) District**

### **1.1.1. PURPOSE**

To preserve and promote Frisco's historical heritage. The HO designation is not a requirement for historical properties; rather it encourages the voluntary preservation of historic buildings, preferably on the original site, and properties through incentives and allows for alteration and rehabilitation of historic structures, and the addition of new development of lands designated HO. Inclusion of properties into the HO will enhance the visual, historic, and cultural character of Frisco.

Historic properties within the HO may be eligible for state tax incentives.

### **1.1.2. APPLICABILITY**

An owner of a historic building or property within the Town of Frisco may request that the subject property be rezoned to the HO designation. The underlying zone district will remain. Once a property is designated as HO, any incentives described in this section may be requested and, if granted, applied to the entire development site.

### **1.1.3. DESIGNATION OF HISTORIC OVERLAY DISTRICT**

Pursuant to the procedures and criteria of this section, the Town Council may, by ordinance:

- A. Designate properties that have special historical value as being within the Historic Overlay District. The designation must be accomplished through the amendment procedures as described in Section 2.4, Amendments, with the exception of Subsection 2.4.1.C, Area Required. Each ordinance shall designate a historic overlay, shall include a description of the characteristics of the historic site that justify its designation, and shall include a legal description of the location and boundaries of the historic site. Any designation shall be in compliance with the purposes and criteria of this section. The property included in any designation shall be subject to the controls and standards of this section.
- B. The criteria for designating properties within the Historic Overlay District are as follows:
  - 1. That the structure(s) is at least 50 years old; and
  - 2. That the structure(s) or lot(s) has unique historical significance; and
  - 3. That remodeling has not covered the original significant features of the structure(s), or that the structure(s) has been or is in the process of being rehabilitated to its original configuration and design.

### **1.1.4. PROCEDURES FOR NOMINATING AND DESIGNATING BUILDINGS, PROPERTIES, AND HISTORIC DISTRICTS FOR HISTORIC PRESERVATION**

An application for designation may be made by the owner or by 100 percent of owners for a historic district, or the Town, at the owner's or owners' request(s). The Community Development Department shall review the proposal to ensure that the proposed designation conforms with Town policies and plans.

#### **A. Proceedings by the Planning Commission**

The Commission shall review the designation through the amendment procedures as listed in Section 2.4, Amendments, with the exception of Subsection 2.4.1.C, Area Required, and through the public notice procedures listed in Section 2.3.5.

## 1. Criterion for Designation

The Commission shall review the application for conformance with the following criterion for designation, and shall recommend either approval, approval with conditions, or denial, and shall refer the proposal with a recommendation to the Town Council:

- a. The application conforms to the purposes of the Town Code and the Master Plan.

## B. Proceedings by the Town Council

Such designation must be accomplished by Town Council through amendment procedures as listed in Section 2.4, Amendments, with the exception of Subsection 2.4.1.C, Area Required, and through the public notice procedures listed in Section 2.3.5. The Council shall approve, approve with conditions, or deny the proposal for designation. Once a historic property or historic district has been designated by the Town Council as provided above, the Community Development Department shall reflect the designation on the Frisco Zoning Map. After approval, any structural alterations to the designated property(s) shall follow the procedure described in Section 4.2.6.

## C. Revocation of Designation

For historic structures or properties that have taken advantage of any of the incentives outlined in this Chapter, if the historic structure or feature on the historic property was lawfully relocated or demolished per 4.2.7.E, the owner may apply to the Town for a revocation of the historic overlay designation on that property. The Town shall revoke the historic overlay designation if it determines that without the demolished structure or feature, the property no longer meets the purpose, intent, and criteria of this section. For historic structures or properties that have not utilized any of the incentives outlined in this Chapter, the owner shall be entitled to revocation of designation upon filing of the same application and following the review procedures as outlined for the original designation.

## 1.1.5. PURCHASE OF DEVELOPMENT RIGHTS

- A. If proposed by the owner of a historic property, the Town may consider purchasing some or all of the remaining market-based development rights, which rights are not utilized with the current development or an approved development application, and which rights would exist prior to a preservation easement. As a condition to utilize this incentive, a preservation easement must be established and granted to the Town or other entity designated by the Town on the subject historic property.
- B. The process of purchasing development rights shall be adhered to as outlined in the Town's adopted Historic Preservation Plan, and any related Town policies or plans. Any decision of the Town to purchase or refrain from purchasing any remaining development rights pursuant to this section shall be made in the Town's sole and absolute discretion. It is not the intent of this section to provide any person with a right to have the Town purchase the development rights to their property.

## 1.1.6. ALTERATIONS OF STRUCTURES WITHIN THE HISTORIC OVERLAY DISTRICT

No person shall carry out or permit within a designated historic district any new construction, alteration, rehabilitation, removal/relocation, demolition, or any other structural alteration of a building or other designated feature, without first receiving approval of the proposed work, as described in this section, as well as any other permits required by this Chapter or other ordinances of the Town.

- A. Any proposed addition, alteration or rehabilitation to a historic structure or feature must comply with all of the Secretary of the Interior's Standards for Rehabilitation as listed below:
  1. A property shall be used for its historic purposes or be placed in a new use that requires minimal change to the defining characteristics of the structure and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alternations of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. When the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

### **1.1.7. INCENTIVES FOR ADDITIONS, ALTERATIONS, AND REHABILITATION TO HISTORIC STRUCTURES, HISTORIC FEATURES, OR NEW DEVELOPMENT ON PROPERTIES WITHIN THE HISTORIC OVERLAY DISTRICT**

#### **A. Applicability**

Any proposed addition, alteration, or rehabilitation to a historic structure or feature that preserves the integrity of the existing historic property, and meets a minimum of two of the following criteria, and all of the standards in Section 4.2.6.A, shall be eligible to utilize some or all of the incentives described in Section 4.2.7.C. New development on HO properties is not subject to the standards in Section 4.2.6.A, but shall be eligible to utilize some or all of the incentives described in Section 4.2.7.C, if it is found in its design, massing, and scale to be sensitive to and compatible with the architectural character of the historic structure(s) on the property, and meets a minimum of two of the following criteria. In evaluating and recommending or deciding upon the granting of incentives, a greater number of incentives may be recommended or granted when a greater number of criteria are met, and fewer incentives may be recommended or granted when a lesser number of criteria are met. Criteria for review are that the development project:

1. The development project protects and preserves the Town's historic and cultural heritage by retaining and/or remodeling aspects of a historic building(s) such as, but not limited to, the facades being compatible with the character of the historic era.

2. The development project promotes economic and financial benefits by enhancing the property and making it more accessible and/or attractive for heritage tourism.
3. The development project includes educational opportunities to increase the public's awareness and appreciation of Frisco's unique heritage.
4. The development project maintains the structural integrity of the historic structure and/or rectifies safety concerns for the structure or brings the structure into greater compliance with life, health, and safety codes;
5. The development project retains some or all of the historic structure(s) on the original site;
6. The structural or use change furthers goals or objectives of the Master Plan; and
7. The development project brings new development/redevelopment on the site that allows for the preservation of historic resources on the site that would not likely occur without the development.

## **B. Procedure**

In the event that an owner of a historic property intends to utilize any or all of the incentives outlined in this section, the development application will require a final decision to be made by the Planning Commission during a public hearing.

## **C. Incentives**

### **1. Relief from Underlying Zoning Requirements**

The following development standards may be modified or waived (up to 100 percent) within the underlying zoning district requirements:

- a. Lot coverage
- b. Setbacks
- c. Lot area
- d. Lot frontage
- e. Driveway width
- f. Density bonus (waiver of all or part of the deed restriction requirement)
- g. Ceiling height requirements of the Central Core and Mixed Use Districts

### **2. Relief from Overlay District Requirements**

Overlay district standards may be modified or waived up to 100 percent.

### **3. Relief from Development Standard Requirements**

The following development standards may be modified or waived (up to 100 percent), if applicable:

- a. Snow storage
- b. Parking and loading
- c. Landscaping and revegetation
- d. Access
- e. Bicycle parking
- f. Refuse management
- g. Outdoor lighting, but only to the extent necessary to preserve the historic features of a building
- h. Non-residential development standards

- i. Residential development standards
- j. Bulk plane

#### **4. Planning Commission Approval**

In the event that an owner of a historic property requests the use of any or all of the incentives outlined in this subsection after such time as the property has been designated by the Town Council as being within the HO district, such request will require a final decision to be made by the Planning Commission after a public hearing on a development application that makes such a request.

### **D. Unsafe or Dangerous Conditions Exempted**

Nothing in this section shall be construed to prevent any measures of construction, alteration, removal, or demolition necessary to correct an unsafe or dangerous condition of any structure, other feature, or parts thereof where such condition is declared unsafe or dangerous by the Frisco Building Department or Lake Dillon Fire Authority.

### **E. Demolition of a Historic Structure or Feature in the Historic Overlay District**

Before demolition may occur, an owner of a designated historic property must provide data to clearly demonstrate that the situation meets all of the following criteria:

#### **1. Review Criteria for Total Demolition**

- a. The structure proposed for demolition is not structurally sound despite evidence of the owner's efforts to properly maintain the structure; and
- b. The structure cannot be rehabilitated or reused onsite to provide for any reasonable beneficial use of the property; and
- c. The structure cannot be practically moved to another site in Frisco; and
- d. The applicant demonstrates that the proposal mitigates the following to the greatest extent practicable:
  - i. Any impacts that occur to the visual character of the neighborhood where demolition is proposed to occur.
  - ii. Any impact on the historic importance of the structure(s) located on the property and adjacent properties.
  - iii. Any impact to the architectural integrity of the structure(s) located on the property or adjacent properties.
- e. In the case of archaeological sites or relocation of a historic structure, consideration will be given to whether information can be recovered as part of the demolition or relocation process.

#### **2. Review Criteria for Partial Demolition or Relocation**

- a. The partial demolition or relocation is required for renovation, restoration or rehabilitation of the structure in its present location or future site; and
- b. The applicant has mitigated to the greatest extent possible:
  - i. Impacts on the historic importance of the structure(s).
  - ii. Impacts on the architectural integrity of the structure(s).
- c. In the case of archaeological sites or relocation of a historic structure, consideration will be given to whether information can be recovered as part of the demolition or relocation process.



## **F. Procedures for Alterations or Demolition of Structures within the Historic Overlay District**

### **1. Department Review**

The Community Development Department shall maintain a current record of all designated historic district areas and pending designations. The Community Development Department will review all development application information within these areas by the criteria as noted in Section 4.2.6, and make a determination as to whether there would be a significant impact or potential detriment to the historical character of the site as a result of the proposal. If no significant impact is determined and the structural change is considered to be minor, the Community Development Department may approve these applications without Planning Commission review. The Community Development Department shall provide updates of all changes to buildings within an HO to the Planning Commission.

### **2. Planning Commission Review**

If the Community Development Department determines that there may be a significant impact or potential detriment to the historical character of the site as a result of the proposal, or if any incentive is requested as noted in Section 4.2.7, or if a permit application for demolition of a historic structure(s) has been received, then the application will be forwarded up to the Planning Commission for review and decision. Additional information, such as but not limited to comments or analysis from a historic preservation specialist, may be requested if it is determined to be beneficial for a comprehensive review of the application.

## **G. Construction on Proposed Buildings**

No person shall receive a permit to construct, alter, remove, or demolish any structure or other feature on a proposed historic property after an application has been filed to initiate the designation of such property as HO and designation status is pending.

### **1.1.8. PROPERTY MAINTENANCE AND ENFORCEMENT**

- A. The Town Council intends to preserve from deliberate or inadvertent neglect the exterior portions of structures within designated historic district properties. No owner, lessee, or occupant of any building within the HO shall allow significant deterioration of the exterior of the structure.
- B. The Community Development Department shall notify the property owner, lessee, or occupant of the designated historic district property of the need to repair, maintain, or restore the property. The Town shall assist the owner, lessee, or occupant in determining how to preserve the property and shall provide the owner with possible incentives and a reasonable time to perform such work.

### **1.1.9. WAIVER OF FEES**

At the discretion of the Community Development Director for purposes such as but not limited to fiscal ability, any and/or all planning and building application fees may be waived for designation into the Historic Overlay District, and/or for review of development applications that occur within the Historic Overlay District.

### **1.1.10. ENFORCEMENT PENALTIES**

No person shall violate or permit to be violated the requirements of this section. Violations of this section are punishable as provided in Section 1.7.



## NATIONAL REGISTER BULLETIN

### GUIDELINES FOR EVALUATING AND DOCUMENTING HISTORIC AIDS TO NAVIGATION TO THE NATIONAL REGISTER OF HISTORIC PLACES

[Previous](#)[Table of Contents](#)[Next](#)

## U.S. Department of the Interior, National Park Service

### INTEGRITY

The National Register traditionally recognizes a property's integrity through seven aspects or qualities: location, design, setting, materials, workmanship, feeling, and association. These qualities should also be discussed under the Statement of Significance, Section 8 of the registration form.

#### Location

Location is the place where the historic property was constructed or the place where the historic event took place. Integrity of location refers to whether the property has been moved or relocated since its construction. A property is considered to have integrity of location if it was moved before or during its period of significance. Relocation of an aid during its active career if the move enhanced or continued its function is not a significant loss of integrity. For example, in 1877, the 1855-built Point Bonita Light was relocated from a high bluff to a rocky promontory to improve its visibility to mariners. Aids to navigation relocated to serve new purposes after being decommissioned suffer a serious loss of integrity of location, but are not automatically precluded from listing.

#### Design

Design is the composition of elements that constitute the form, plan, space, structure, and style of a property. But properties change through time. Lighthouses may be raised or shortened; buildings may be added or removed from a light station; sound signal equipment and optics may change to reflect advancing technology. Changes made to continue the function of the aid during its career may acquire significance in their own right. These changes do not necessarily constitute a loss of integrity of design. However, the removal of equipment that served as the actual aid to navigation--a fog signal, lens and lamp, or the distinctive daymarkings on a tower--has a considerable impact on the property. Removal of an optic from a lighthouse, a fog horn or bell from its building, or painting over a historic lighthouse's pattern has a serious adverse effect on its design integrity. The design integrity of light stations is reflected by the survival of ancillary buildings and structures. The decision to nominate a station should include an assessment of the design integrity of the property as a complex. The loss or substantial alteration of ancillary resources, such as keeper's quarters, oil houses, cisterns, and tramways, for example, may constitute a significant loss of design integrity.

#### Setting

Setting is the physical environment of a historic property that illustrates the character of the place. Integrity of setting remains when the surroundings of an aid to navigation have not been subjected to radical change. Integrity of setting of an isolated lighthouse would be compromised, for example, if it were now completely surrounded by modern development.

### **Materials**

Materials are the physical elements combined in a particular pattern or configuration to form the aid during a period in the past. Integrity of materials determines whether or not an authentic historic resource still exists.

### **Workmanship**

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period of history. Workmanship is important because it can furnish evidence of the technology of the craft, illustrate the aesthetic principles of a historic period, and reveal individual, local, regional, or national applications of both technological practices and aesthetic principles.

### **Feeling**

Feeling is the quality that a historic property has in evoking the aesthetic or historic sense of a past period of time. Although it is itself intangible, feeling is dependent upon the aid's significant physical characteristics that convey its historic qualities. Integrity of feeling is enhanced by the continued use of an historic optic or sound signal at a light station. The characteristic flashing signal of a light adds to its integrity. While sounds themselves, such as the "Bee-oooohhhh" of a diaphone, cannot be nominated to the National Register, they enhance the integrity of feeling. The mournful call of fog horns on San Francisco Bay is an integral part of experiencing life there.

### **Association**

Association is the direct link between a property and the event or person for which the property is significant. A period appearance or setting for a historic aid to navigation is desirable; integrity of setting, location, design, workmanship, materials, and feeling combine to convey integrity of association.

[Previous](#)[Back to top of page](#)[Next](#)

[National Register Home](#) | [Publications Home](#) | [Previous Page](#) | [Next Page](#)

[Comments or Questions](#)

JPJ



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: DECEMBER 12, 2017**

**Public Relations:** November and December have been strong months for media coverage. We made a strategic push with the Town's PR firm to promote winter and bring in additional winter business, and it is paying off in coverage as we lead into winter.

- Wassail Days was included in the calendar section of 5280's December issue. 5280 has a monthly circulation of 85,000.
- Wassail Days was included the AAA Encompass magazine calendar of events. AAA Encompass has a bi-monthly circulation of 390,000.
- Boulder Weekly featured Wassail Days in their online calendar of featured events.
- The December issue of Colorado Parent and their website included a feature on Wassail Days, "Here We Go A-Wassailing." It was written by Courtney Drake-McDonough, who Frisco hosted last year. Colorado Parent has a monthly circulation of 45,000, and the website gets 14,640 unique monthly visitors.
- The Denver Post covered the Adventure Park tubing hill on the front page of their Sunday travel section. They have about 156,000 in distribution.
- Wassail Days was also featured in The Know's article, "Colorado holidays 2017: Family-friendly events for all ages this season." The Know, the Denver Post's lifestyle website, gets nearly 11.3 million unique monthly visitors.
- DiningOut included Wassail Days in their list of "8 Must-Do Events in December." It's a short, curated list for the entire month, and Wassail Days is the first event featured. DiningOut Denver/Boulder gets approximately 27,000 unique monthly visitors.
- Frisco was featured in Simplemost's story, "12 Magical Christmas Destinations You Need To Add To Your Holiday Bucket List." It promotes the tubing hill and Wassail Days, and Frisco is among great national and international company including Walt Disney World and Vienna, Austria. Simplemost is a national women's lifestyle website that covers all aspects of women's lives including money, food, travel, fashion, home, DIY, parenting, travel and more. It gets 520,000 unique monthly visitors online.
- The Winter 2017/2018 issue of SPRINGS magazine featured Frisco. The article highlights the Nordic Center, tubing and more, and it has a timely mention of Wassail Days. SPRINGS

is a magazine celebrating the people, places and culture that define Colorado Springs—so a great drive-to market for Frisco. It has a circulation of 25,000.

- Wassail Days was featured in Westword's article on the week's best culinary events. Westword's website gets more than 973,000 unique monthly visitors.
- The United Kingdom's The Times featured Frisco Lodge and Frisco in a piece on "How to ski for less in Colorado". The Times website gets more than 880,000 unique monthly visitors.

**Special Events:** The first weekend of Wassail Days saw some incredible numbers with a successful lighting, Wassail sampling kickoff, Santa visits and Soup Cup.

The lighting included some new components: Santa helped with the lighting after being "chauffeured" to the Historic Park in a new Public Works plow truck; FIRC used wassail, beer, wine, hot toddy, cookie and s'mores kit sales to enhance the experience and as a fundraiser; earlier 5:30pm start with singalongs and candles for attendees; and 2 propane fire pits on loan from Fire on Demand.

The Frisco/Copper Information Center is the headquarters for 12 sips of Wassail card redemption and the following are their visitor and mug redemption #'s from Friday, December 1 through Monday, December 4 in comparison to 2016:

- In 2017 visitors for the first Friday-Monday of Wassail Days were at a total of 2,309 (1,317 in 2016).
- In 2017 mug redemption for the 12 sips of Wassail card for the first Friday-Monday of Wassail Days was 1,240 mugs (685 mugs in 2016).

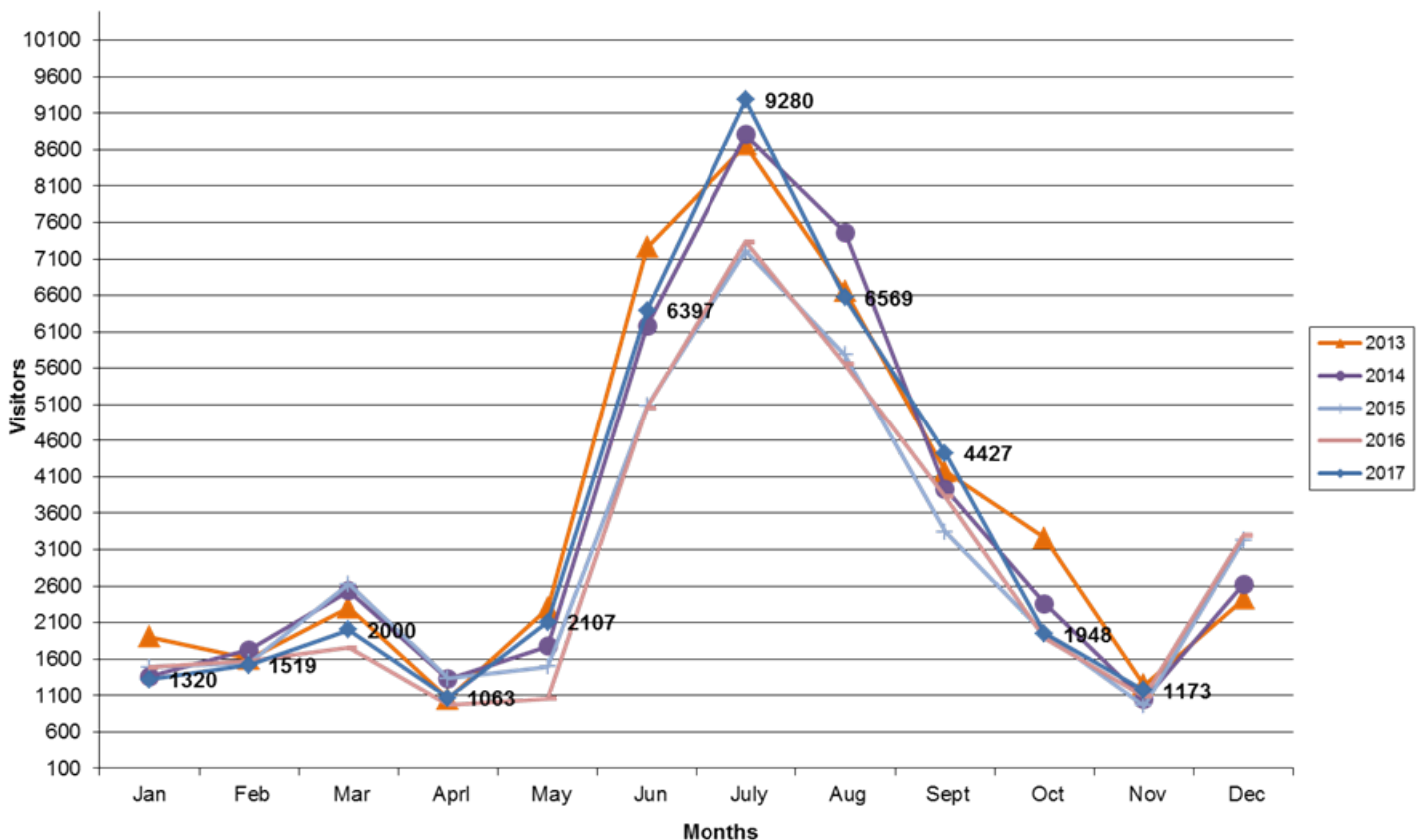


The Soup Cup saw similar attendance compared to 2016.

**Frisco/Copper Visitor Information Center:** Visitor numbers for November 2017:

- The Information Center saw 1,173 visitors in November 2017 (1,088 in November 2016).
- The Information Center answered 208 phone calls in November 2017 (175 in November 2016).
- Public computer use- 24 in November 2017 (21 in November 2016)
- Guest comments: “Welcome to Snow Country, USA!” “It’s getting cold!” “Love the mountains!” “Postcard pretty!”
- The Visitor Information Center staffed a tent at the Girls on the Run 5k, giving away pink headbands, sunglasses, temporary tattoos, lip balms and brochures to promote Frisco to attendees and their parents.

**Walk in Visitors 2013-2017**



Report Criteria:

Business.License status = "Active"  
 Business.Year opened = "November 2017"  
 Business Owner.Sequence number = 1

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
In	BOLD Land Ventures	Dehmler-Buckley, Danielle	222 Creekside Drive Bldg C Unit 3	Frisco	303-638-7170	Vacation Rentals
In	David McGrath	McGrath, David	200 Granite Street #304	Frisco	720-363-5539	Vacation Rentals
In	E.M. Witt	Witt, Emily	900 Meadow Creek Drive #201	Frisco	419-356-0331	Vacation Rentals
In	EMED Properties	Eckermann, Diane and Matthew	116 South 5th Avenue #13	Frisco	303-220-0183	Vacation Rentals
In	Emerson Street at Swallow Hill	Emerson Street at Swallow Hill	233 Creekside Drive	Frisco	303-220-0183	Vacation Rentals
In	Joy Mercy	Mercy, Joy	980 Lakepoint Drive Unit 501	Frisco	615-577-3160	Vacation Rentals
In	Mountain Top Nails	Ngo, Nhut Trein Tran	842 North Summit Boulevard #12	Frisco	970-668-9903	Health/Beauty
In	Phillip Tau	Tau, Phillip	520 Bills Ranch Road	Frisco	303-220-0183	Vacation Rentals
In	The Getaway Frisco	Pavlovec, Ryan and Deanna	222 Creekside Drive #A204	Frisco	319-330-8822	Vacation Rentals
In	Zibby	Cognical Holding	151 West 25th Street 9th Floor	New York	1-888-391-9901	Retail - Furnishings
Out	Ashley Enterprises	Ashley, William	212 East Fox Court	Silverthorne	970-445-8258	Retail - HomeImprove
Out	Avant Alpine	Avant Alpine	3334 West 32nd Avenue	Denver	720-737-4995	Recreation
Out	Best Buy Stores	Best Buy.com	7601 Penn Avenue South	Richfield	612-291-5337	Retail - General
Out	Consumer Safety Technology	Consumer Safety Technology	11035 Aurora Avenue	Des Moines	877-777-5020	Retail - Automotive
Out	Crespin Mech	Crespin, Felix	6355 Quaker Street	Golden	303-257-5290	Retail - HomeImprove
Out	Ikea US Retail LLC	Ikea US Holding	420 Alan Wood Road	Conshohocken	610-834-0180	Retail - Furnishings
Out	Implant Direct Sybron Internationa	Implant Direct Sybron International	8840 West Russell Road	Las Vegas	818-444-3389 x3389	Health/Beauty
Out	Laboratory Corporation of Americ	Laboratory Corporation of America	360 Peak One Drive Suite 310	Frisco	336-436-4264	Health/Beauty
Out	Live Energy Systems	Molina, Julio	1791 Norfolk Street Unit D	Aurora	303-961-7428	Retail - HomeImprove
Out	Load King Manufacturing Compan	Chupp, Charles	1357 West Beaver Street	Jacksonville	904-633-7384	Retail - General
Out	Republic Wireless	Republic Wireless	940 Main Campus Drive #300	Raleigh	919-205-2138	Utility
Out	Sanderson Construction	Beckwith, Lauri	1344 Peakview Circle	Boulder	303-588-8255	Retail - HomeImprove
Out	Uline	Uline	12575 Uline Drive	Pleasant Prairie	262-612-4200	Retail - Office





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  
SARA SKINNER, PROGRAMS COORDINATOR

**RE:** RECREATION & CULTURE DEPARTMENT REPORT – NOVEMBER 2017

**DATE:** DECEMBER 12, 2017

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

**Photo 1: HAPPY THANKSGIVING from the Recreation and Culture Department Staff!**





- New seasonal staff started at both the tubing hill and the Nordic Center. Recruitment continues at this time for qualified staff for both operations.
- In late October into early and mid-November the weather forecast for snow making looked very promising. As with many weather forecasts this proved to be far from the case. In total we had approximately eight snow making nights during the month of November.
- Despite the weather challenges, staff successfully opened three (3) lanes of the tubing hill on Thanksgiving Day, November 23<sup>rd</sup>, and a 350 meter, flat, looped trail around the ballfield for Nordic skiing.

**Photo 2: Tubing Hill Construction – 11/21/17**



- Staff continues to work on the Marina Master Plan. Logan Simpson was hired as the consulting team to work with staff and the community on this plan. Stakeholder and advisory committee meetings will start in December. The Initial “Community Conversations” will take place in February, 2018. Work also continues at this time with Matthew Stais Architects and the redesign of the Lund House area. Matt Stais met with Craig Coronato (Logan Simpson) and staff on November 30<sup>th</sup> to discuss the two projects and timelines to connect the two projects.
- Museum staff (Caroline Hughes and Simone Belz) finalized a draft of the Town of Frisco Historic Property Inventory document.

- The Town entered in to a design/build contract with Evergreen Skateparks for the redesign and construction of the Frisco Skatepark. Community outreach for the design will take place the week of December 11<sup>th</sup>.
- Two Below Zero concessionaire operators moved their check in operation out of the Nordic Center and into their new tent by the ballfield. This change in operation relieves the stress of volume on both operations in the Nordic Center. Two Below Zero opened for business, on wheels, on November 18<sup>th</sup>.

**Photo 3: Two Below Zero Tent (new check in space)**





- Two big Recreation Events in November were successfully ran: Girls on the Run 5k and Turkey Day 5k. Huge kudos to Sara Skinner for organizing and coordinating both events!

**Photo 4: Turkey Day 5 (Spud, Carrot, Turkey, Chef!)**



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 November, while financials are reported for October.

**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).

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

- Staff successfully opened three (3) lanes of the tubing hill on Thanksgiving Day, November 23<sup>rd</sup>. Huge kudos to Nathan Volbrecht and Steven Sturgen who successfully built the tubing hill and berm this season. Both Nathan and Steven are veteran operator/snowcat drivers at the Adventure Park but neither one of them had built the hill and berm prior to this season.
- Participation averaged 417 people/day for the six (6) opening days of November. The tubing hill was closed Tuesday/Wednesday after the initial opening so that staff could transition back to snowmaking, so that recruitment could continue for tubing hill attendants and medical response attendants, and to preserve the limited resources on the tubing hill. The weather was exceptionally warm in November with minimal snowfall. Snowmaking was challenging.
- New seasonal staff started on 11/13 and went through four (4) days of thorough training. Staffing and weather continue to be ongoing challenges. At this time, staff is waiting on background checks to clear and for potential staff to complete all aspects of the background procedure.
- The Day Lodge was rented for three (3) private events in November and the following events:
  - 11/8 Marketing event
  - 11/9 Emotional Intelligence Training
  - 11/11 Breck Film Fest “Kubo and the two strings”
  - 11/13-11/14 PSIA Nordic on snow with Patty Banks
  - 11/13-11/16 Adventure Park Staff Training
  - 11/16 All Staff Breakfast
  - 11/30 Summit Skimo Clinic
- Operational updates included the following:
  - Weather improved in the middle of the month and enough snow was made for 3 tubing lanes; warmer temps do not permit the use of the tower guns, only the four fan guns.
  - Equipment updates: BR 350 had the tracks put on; finished up lift repairs, counter weight, bearings, and a new splice; lift inspector came and staff passed the inspection (woohoo!); snowmobiles were serviced
  - Brian Donner returned from Utah for a few days to train our new snowcat drivers including Adele Zeh, Jim Galanes, and Jesse Risch.

- PW staff (Adam, Dave and Val) created and installed a new wayfinding sign base outside the Nordic Center. Signage will be installed in December to help with overall wayfinding at the Adventure Park.

**Photo 5: New Wayfinding Sign Base**



- Through October, revenues are tracking well at 80% of budget for the year, and slightly behind 2016 YTD figures. Staff is anticipating a strong December and anticipates hitting targeted budgeted revenues for the year. Expenses are tracking well at this time at 71% of year to date budget.

**Table 1: Frisco Adventure Park Figures****NOTE: November attendance numbers, October budget numbers**

	October 2017	October 2016	October 2015
Revenue – 1160	\$24,258	\$20,066	\$6,643
Expenses – 1160	\$76,291	\$67,445	\$54,367

	YTD Actual 2017	Budget 2017	YTD Actual 2016	YTD Actual 2015
Revenue – 1160	\$1,320,202	\$1,648,500	\$1,399,032	\$1,190,011
Expenses – 1160	\$910,430	\$1,284,650	\$729,400	\$668,208

**Table 2: Frisco Adventure Park Participation Figures**

	November 2017	November 2016	November 2015
# of Operational Days	6	5	6
Tubing Hill Participation	2,503	0	3,075
Average # of Tubing Hill Participants/Day	417	0	512
Sledding Hill Participation	n/a	2,600*	n/a
Ski & Ride Hill Participation	n/a	n/a	n/a

\* Participation was estimated based on food and beverage sales and how 2016 sales compared to 2015 food and beverage sales and tubing hill participation. The tubing hill did not open in November 2016 – only a small sledding hill was created.

**Table 3: Frisco Adventure Park - Thanksgiving Weekend Specifics**

	2017 11/23-11/26	2016 11/23-11/27	2015 11/26-11/29	2014 11/27-11/30
Tubing Hill Participation – 4 days of Thanksgiving weekend	1,984	0	2,752	2,666
Average per day	496	0	688	667
Sledding Hill Participation*	n/a	2,600	n/a	n/a
Average per day	n/a	522	n/a	n/a

\* Tubing hill did not open for Thanksgiving weekend in 2016; staff built a free sledding hill and numbers are estimated sledding hill numbers.

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

- The first two weeks in November were set aside for staff orientation, training, managing and inputting retail inventory in the RecTrac software system and general set up to transition the Nordic Center from a summer day-camp to a Nordic Center in anticipation of a November opening.
- In late October into early and mid-November the weather forecast for snow making looked very promising. As with many weather forecasts this proved to be far from the case. In total we had approximately eight snow making nights during the month of November. With the allocation of snow making resources this provided enough snow for opening on Thanksgiving of about a 350 meter, flat, loop around the field. While we did have a few customers that greatly enjoyed the opportunity to get on skis, the Summit County skiers



generally came and looked at the skiing and opted not to ski given the limited terrain available in Frisco and throughout the County.

- The Frisco Nordic Center opened for business on Thanksgiving Day, November 23<sup>rd</sup>, with the man-made snow on the multi-purpose field. Terrain was limited due to the lack of natural snowfall and the snowmaking priorities for the tubing hill.
- The Frisco Nordic Center was made available use by the Summit Nordic Ski Club for Board of Directors Meetings and the SkiMo Club; Ongoing meetings and information sessions with Summit Nordic Ski Club, Summit High School program, Summit Middle School Program, Team Summit and Summit Nordic Ski Club.
- Developed and coordinated a master schedule of events, community programs, and services for the winter season; On-going coordination of Gold Rush event and collaboration with the Leadville Loppet series; Developed logistical, operational, and lessons plans for all FNC lesson programs and community programs; Developed and implemented training for lesson instructors.
- Season pass sales have changed a bit this season. All season pass sales traditionally went through the Breckenridge Nordic Season Pass Sales Office. This season, Frisco is also selling Nordic Season passes and working together with the Breckenridge Nordic Center and Gold Run Nordic Center on the appropriate splits for the Joint Season Pass sales. As such, there is revenue recorded in the 1170 line item for October 2017.
- Through October, revenue is tracking well at 63% of budget, with our busiest month of December yet to come. Expenses are also tracking well and comparable to 2016 figures at 39% of budget.

**Table 4: Frisco Nordic Center Figures (1170)**

	October 2017	October 2016
Revenue – 1150	\$5,706	\$0
Expenses – 1150	\$11,107	\$11,928

	YTD Actual 2017	Budget 2017	YTD Actual 2016
Revenue – 1150	\$205,117	\$323,750	\$0
Expenses – 1150	\$132,948	\$343,264	\$22,590

**Table 5: Frisco Nordic Center Participation Figures**

	November 2017	November 2016
Season Pass Holders	28	80
Day Pass Visits	94	4
Special Groups	30	19
Team/Club	39	255
Lessons/Clinics	36	n/a
<b>Total</b>	<b>227</b>	<b>358</b>

**Photo 6: November Snowmaking Efforts – Frisco Nordic Center**



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

- Staff continues to work on the Marina Master Plan. Logan Simpson was hired as the consulting team to work with staff and the community on this plan. Stakeholder and advisory committee meetings will start in December. The Initial “Community Conversations” will take place in February, 2018.
- Work also continues at this time with Matthew Stais Architects and the redesign of the Lund House area. Matt Stais met with Craig Coronato (Logan Simpson) and staff on November 30<sup>th</sup> to discuss the two projects and timelines to connect the two projects. The goal at this time is to start construction on the Lund House (offices, retail, bathrooms) after Labor Day, 2018.
- The Marina hours shifted to Monday thru Friday 9-5pm.
- Ordered new rental SUP’S and boats for 2018.
- Paid the Sanitation Department for use of B-2, the 25% this year came to \$8,054.





- Removed 6 lights from docks to give to PW to use in lighting the ball field parking lot for the Two Below Zero operation.
- Got the remaining boats out of the water, but left the rescue boat which has come in handy.
- Made sure dock island was secure and re-lifted all the swim ladders which had fallen back into the water due to high winds.
- Continue to winterize and shrink wrap boats, and winterize the marina grounds.
- Through October, revenues continue to exceed 2017 budgeted amounts, coming in at 120% of budget and nearly 8% ahead of 2016 year to date figures. Expenses are also tracking well at this time at 60% of budget. Expenses are significantly higher for October 2017 compared to 2016 due to the allocation of debt services (\$112,969) to the marina fund in October.

**Table 6: Frisco Marina Figures**

**NOTE: October budget numbers**

	<b>October 2017</b>	October 2016	October 2015
Revenue – 9000	<b>\$45,826</b>	\$61,653	\$43,856
Expenses – 9000	<b>\$172,461</b>	\$84,303	\$86,086

	<b>YTD Actual 2017</b>	<b>Budget 2017</b>	YTD Actual 2016	YTD Actual 2015
Revenue – 9000	<b>\$1,561,277</b>	<b>\$1,301,050</b>	\$1,440,810	\$1,321,417
Expenses – 9000	<b>\$1,001,775</b>	<b>\$1,659,820</b>	\$809,873	\$915,080

**Photo 7: 20 Most Photogenic Lakes (Denver Instagram – from Joanne Stolen)**



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

- November visitor attendance totaled 1,225 people (compared to 1,535 in 2016), with an average of 56 people/day. This number is ~20% lower compared to November 2016 visitation numbers, yet significantly higher than November 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 November included the following:
  - Closed October 30<sup>th</sup>-November 3<sup>rd</sup> for cleaning, maintenance and inventory
  - Closed November 23<sup>rd</sup> for the Thanksgiving holiday
  - Hosted one private facility rental
- Ongoing Museum projects included the following:
  - Prepared for Wassail Days; put up remaining holiday décor and lights
  - Finalized Town of Frisco Historic Property Inventory
  - Planning for 2018 Museum programs and events
  - Completed the digitization of museum collections
  - Planning 2018 exhibit projects
  - Completed museum video surveillance upgrades

- Switching to new museum hours of operation effective January 2<sup>nd</sup>.
- Deactivating the museum audio cell phone tour effective January 2<sup>nd</sup>
- Through October, revenue is tracking exceptionally well at 117% of budget. Building rental revenue is significantly ahead of budget at 257% of budget and accounting for this increase. Expenses are tracking well at 71% of budget.

**Table 7: Frisco Historic Park and Museum Figures**

**NOTE: November attendance numbers, October budget numbers**

	November 2017	November 2016	November 2015
Attendance	1,225	1,535	875

	October 2017	October 2016	October 2015
Revenue – 1125	\$1,002	\$1,048	\$918.28
Expenses – 1125	\$20,349	\$20,497	\$21,155

	YTD Actual 2017	Budget 2017	YTD Actual 2016	YTD Actual 2015
Revenue – 1125	\$17,528	\$15,000	\$15,847	\$13,913
Expenses – 1125	\$217,092	\$304,279	\$179,854	\$161,335

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

- The GOTR 5k was back for its 3<sup>rd</sup> year, and had a total of 677 participants: 401 girls from the program, 76 running buddies and coaches, and 200 friends and family from the public. We altered the route to head north on the Recreation Path toward Lake Point Circle due to a Recreation Path Closure. This route was welcomed by participants for safety and experience, and we will aim to extend the course to make it a legit 5k next year (currently shy by ~.4 miles). The 2017 race had a 3% decrease in participation with some of the Girls on the Run programs not continuing this year. Participation from the public increased, however.
- Staff attended Preventing Underage Marijuana Use Training presented by Healthy Choices Colorado geared towards adults that interact with youth.



**Photo 8: GOTR Participants**

- The Turkey Day 5k sold out for the 5<sup>th</sup> year in a row! We had a 14% increase in participation (875 in 2016, 1002 in 2017). Proceeds from the event went to Frisco Elementary School's STEM program in the amount of \$4,000. We also donated 8 bins of canned food to the Family Intercultural Resource Center.
- Summit Skimo hosted a clinic at the Frisco Adventure Park on November 30<sup>th</sup>, and had 20 participants.
- The BOKS program has increased by 29% from October to November, with 17 kids attending the program two days per week. Registration for this program is now monthly instead of one 10-week session, and participants are meeting two days a week instead of three.
- Through October, revenue is tracking exceptionally well and ahead of budget at 111.5%, and ahead of 2016 YTD figures by nearly 10%. Expenses are at 100% 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 8: Recreation Programs and Special Event Figures**

**NOTE: November Program Numbers, October budget numbers**

	November 2017	November 2016	November 2015
Turkey Day 5k	1,002	875	749
Girls on the Run 5k	677	700	850
Skimo Clinic	20	62	50
BOKS	136	60	n/a
<b>Total Participation</b>	<b>1,835</b>	1,697	1,649

	October 2017	October 2016	October 2015
Revenue – 1150	\$5,182	\$4,993	\$3,394
Expenses – 1150	\$15,292	\$13,805	\$13,660

	YTD Actual 2017	Budget 2017	YTD Actual 2016	YTD Actual 2015
Revenue – 1150	\$281,552	\$252,500	\$256,859	\$245,901
Expenses – 1150	\$340,520	\$337,715	\$278,898	\$255,473

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

**DECEMBER**

- December 1-10: Wassail Days
- December 22, 23, 26-30 – Winter Fun Club
- December 16 – Kids Night Out
- December 16/17 - Junior National Qualifier Nordic Race



## ISSUER COMMENT

1 December 2017

### RATING

#### General Obligation (or GO Related) <sup>1</sup>

Aa2 No Outlook

### Contacts

Daniel Rempe +1.212.553.4750  
Associate Analyst  
daniel.rempe@moodys.com

Gera M. McGuire +1.214.979.6850  
VP-Sr Credit Officer/  
Manager  
gera.mcguire@moodys.com

## Town of Frisco, CO

### Annual Comment on Frisco

#### Issuer Profile

The Town of Frisco is located on the western slope of the Continental Divide, in Summit County in north central Colorado, approximately 60 miles west of Denver. The county has a population of 28,940 and a low population density of 48 people per square mile. The county's median family income is \$85,981 (1st quartile) and the September 2017 unemployment rate was 1.6% (1st quartile) <sup>2</sup>. The largest industry sectors that drive the local economy are accommodation/food services, retail trade, and real estate.

#### Credit Overview

The credit position for Frisco is very good, and its Aa2 rating is slightly above the median rating of Aa3 for US cities. Notable credit factors include a robust financial position, extremely small debt and pension liabilities, a strong socioeconomic profile and a healthy tax base.

**Finances:** The financial position of Frisco is robust and is relatively favorable when compared to the assigned rating of Aa2. The cash balance as a percent of operating revenues (38.7%) is roughly equivalent to the US median, although it decreased slightly between 2012 and 2016. In addition, the town's fund balance as a percent of operating revenues (35.4%) approximates other Moody's-rated cities nationwide.

**Debt and Pensions:** The debt and pension burdens of Frisco are negligible overall and are a credit strength relative to the assigned rating of Aa2. The Moody's-adjusted net pension liability to operating revenues (0.09x) is favorably significantly below the US median, and remained flat from 2012 to 2016. Additionally, the net direct debt to full value (0.3%) is materially lower than the US median.

**Economy and Tax Base:** Overall, Frisco has a very healthy economy and tax base, which are a modest credit strength when compared to the assigned rating of Aa2. The town's full value per capita (\$538,782) is much stronger than other Moody's-rated cities nationwide, and remained steady from 2012 to 2016. Also, the median family income equals a healthy 113% of the US level. That said, the total full value (\$1.7 billion) is consistent with the US median.

**Management and Governance:** Colorado cities have an Institutional Framework score <sup>3</sup> of Aa, which is high compared to the nation. Institutional Framework scores measure a sector's legal ability to increase revenues and decrease expenditures. Property taxes, one of the sector's major revenue sources is subject to growth limitations under TABOR, which can be overridden at the local level (with voter approval). TABOR allows for moderate revenue-raising ability. Unpredictable revenue fluctuations tend to be minor, or under 5% annually.

Across the sector, fixed and mandated costs are generally less than 25% of expenditures. However, Colorado has public sector unions, which can limit the ability to cut expenditures. Unpredictable expenditure fluctuations tend to be minor, under 5% annually.

## Sector Trends - Colorado Cities

Colorado cities will generally benefit from an improving and diverse state economy. Employment and housing growth throughout the state will allow for sales tax trends to continue on a positive trend. Property taxes, although limited to specific annual growth rates without voter approval, are expected to rise given the strong housing market. Economic growth among cities with a high concentration in oil and gas will lag the rest of the state due to depressed oil prices. Colorado cities typically maintain stronger reserves than similarly rated peers, affording financial flexibility throughout economic cycles. Most Colorado cities have manageable unfunded pension liabilities.

EXHIBIT 1

### Key Indicators <sup>4</sup> <sup>5</sup> Frisco

	2012	2013	2014	2015	2016	US Median	Credit Trend
<b>Economy / Tax Base</b>							
Total Full Value	\$1,445M	\$1,439M	\$1,456M	\$1,638M	\$1,661M	\$1,787M	Improved
Full Value Per Capita	\$538,684	\$527,128	\$523,694	\$573,946	\$538,782	\$88,380	Stable
Median Family Income (% of US Median)	118%	111%	115%	113%	113%	113%	Stable
<b>Finances</b>							
Available Fund Balance as % of Operating Revenues	40.2%	45.6%	51.0%	46.6%	35.4%	32.5%	Stable
Net Cash Balance as % of Operating Revenues	42.6%	46.6%	48.1%	44.2%	38.7%	35.4%	Stable
<b>Debt / Pensions</b>							
Net Direct Debt / Full Value	0.3%	0.3%	0.3%	0.3%	0.3%	1.2%	Stable
Net Direct Debt / Operating Revenues	0.54x	0.47x	0.39x	0.42x	0.34x	0.93x	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Full Value	0.0%	0.1%	0.1%	0.1%	0.1%	1.7%	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Operating Revenues	0.07x	0.10x	0.10x	0.10x	0.09x	1.46x	Stable

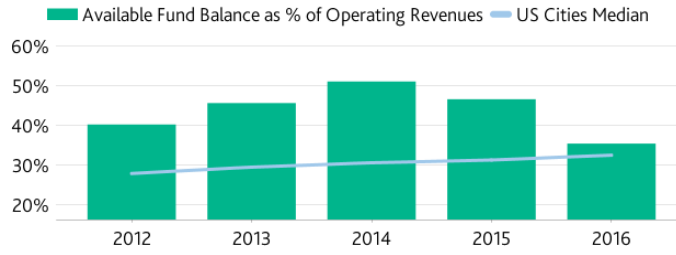
	2012	2013	2014	2015	2016	US Median
<b>Debt and Financial Data</b>						
Population	2,684	2,730	2,782	2,855	3,084	N/A
Available Fund Balance (\$000s)	\$3,370	\$4,265	\$5,466	\$5,721	\$4,753	\$7,221
Net Cash Balance (\$000s)	\$3,570	\$4,356	\$5,153	\$5,434	\$5,198	\$7,930
Operating Revenues (\$000s)	\$8,376	\$9,348	\$10,708	\$12,282	\$13,417	\$21,262
Net Direct Debt (\$000s)	\$4,538	\$4,406	\$4,218	\$5,203	\$4,625	\$18,822
Moody's Adjusted Net Pension Liability (3-yr average) (\$000s)	\$561	\$891	\$1,115	\$1,205	\$1,160	\$29,896

Source: Moody's Investors Service

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on [www.moody.com](http://www.moody.com) for the most updated credit rating action information and rating history.

EXHIBIT 2

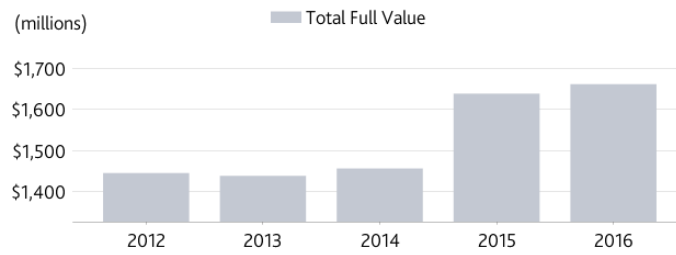
Available fund balance as a percent of operating revenues decreased from 2012 to 2016



Source: Issuer financial statements; Moody's Investors Service

EXHIBIT 3

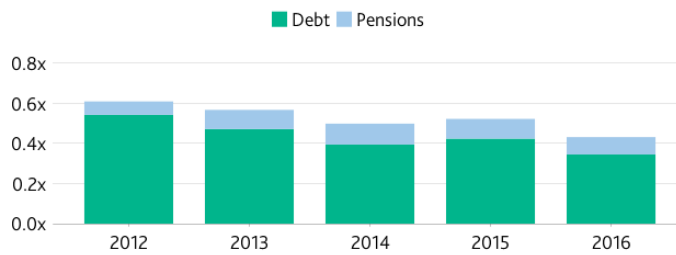
Full value of the property tax base increased from 2012 to 2016



Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

EXHIBIT 4

Moody's-adjusted net pension liability to operating revenues decreased from 2012 to 2016



Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

## Endnotes

- 1 The rating referenced in this report is the issuer's General Obligation (GO) rating or its highest public rating that is GO-related. A GO bond is generally backed by the full faith and credit pledge and total taxing power of the issuer. GO-related securities include general obligation limited tax, annual appropriation, lease revenue, non-ad valorem, and moral obligation debt. The referenced ratings reflect the government's underlying credit quality without regard to state guarantees, enhancement programs or bond insurance.
- 2 The demographic data presented, including population, population density, per capita personal income and unemployment rate are derived from the most recently available US government databases. Population, population density and per capita personal income come from the American Community Survey while the unemployment rate comes from the Bureau of Labor Statistics.

The largest industry sectors are derived from the Bureau of Economic Analysis. Moody's allocated the per capita personal income data and unemployment data for all counties in the US census into quartiles. The quartiles are ordered from strongest-to-weakest from a credit perspective: the highest per capita personal income quartile is first quartile, and the lowest unemployment rate is first quartile.

- 3 The institutional framework score assesses a municipality's legal ability to match revenues with expenditures based on its constitutionally and legislatively conferred powers and responsibilities. See [US Local Government General Obligation Debt \(December 2016\)](#) methodology report for more details.
- 4 For definitions of the metrics in the Key Indicators Table, [US Local Government General Obligation Methodology and Scorecard User Guide \(July 2014\)](#). Metrics represented as N/A indicate the data were not available at the time of publication.
- 5 The medians come from our most recently published local government medians report, [Medians - Tax Base Growth Reinforces Sector Stability as Pension Troubles Remain \(March 2017\)](#) which is available on Moodys.com. The medians presented here are based on the key metrics outlined in Moody's GO methodology and the associated scorecard.



© 2017 Moody's Corporation, Moody's Investors Service, Inc., Moody's Analytics, Inc. and/or their licensors and affiliates (collectively, "MOODY'S"). All rights reserved.

CREDIT RATINGS ISSUED BY MOODY'S INVESTORS SERVICE, INC. AND ITS RATINGS AFFILIATES ("MIS") ARE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND MOODY'S PUBLICATIONS MAY INCLUDE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL, FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS AND MOODY'S OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. CREDIT RATINGS AND MOODY'S PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. NEITHER CREDIT RATINGS NOR MOODY'S PUBLICATIONS COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS AND PUBLISHES MOODY'S PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS AND INAPPROPRIATE FOR RETAIL INVESTORS TO USE MOODY'S CREDIT RATINGS OR MOODY'S PUBLICATIONS WHEN MAKING AN INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER. ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT.

All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources MOODY'S considers to be reliable including, when appropriate, independent third-party sources. However, MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the rating process or in preparing the Moody's publications.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability to any person or entity for any indirect, special, consequential, or incidental losses or damages whatsoever arising from or in connection with the information contained herein or the use of or inability to use any such information, even if MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers is advised in advance of the possibility of such losses or damages, including but not limited to: (a) any loss of present or prospective profits or (b) any loss or damage arising where the relevant financial instrument is not the subject of a particular credit rating assigned by MOODY'S.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability for any direct or compensatory losses or damages caused to any person or entity, including but not limited to by any negligence (but excluding fraud, willful misconduct or any other type of liability that, for the avoidance of doubt, by law cannot be excluded) on the part of, or any contingency within or beyond the control of, MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers, arising from or in connection with the information contained herein or the use of or inability to use any such information.

NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH RATING OR OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

Moody's Investors Service, Inc., a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody's Investors Service, Inc. have, prior to assignment of any rating, agreed to pay to Moody's Investors Service, Inc. for appraisal and rating services rendered by it fees ranging from \$1,500 to approximately \$2,500,000. MCO and MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually at [www.moody.com](http://www.moody.com) under the heading "Investor Relations — Corporate Governance — Director and Shareholder Affiliation Policy."

Additional terms for Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to be provided only to "wholesale clients" within the meaning of section 761G of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761G of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail investors. It would be reckless and inappropriate for retail investors to use MOODY'S credit ratings or publications when making an investment decision. If in doubt you should contact your financial or other professional adviser.

Additional terms for Japan only: Moody's Japan K.K. ("MJKK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan G.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of MCO. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJKK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJKK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively.

MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any rating, agreed to pay to MJKK or MSFJ (as applicable) for appraisal and rating services rendered by it fees ranging from JPY200,000 to approximately JPY350,000,000.

MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

REPORT NUMBER 1096595

**RECORD OF PROCEEDINGS  
MINUTES OF THE REGULAR MEETING  
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO  
NOVEMBER 28, 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  
Dan Kibbie  
Hunter Mortensen  
Deborah Shaner  
Gary Wilkinson

**Absent:**

**Public Comment:**

There was no public comment.

**Council Comment:**

Council Member Mortensen thanked the Adventure Park and Nordic Center staff for their work to get the season started.

Mayor Wilkinson reminded the audience that Wassail Days starts this week.

Council Member Shaner thanked Public Works for the holiday lights.

Council Member Cancelosi spoke regarding affordable health care.

**Recognition:**

Police Chief Wickman and Sheriff Fitzsimmons recognized Officers Johnson, Moore, and Kappel for their first responder work in a suicide situation.

**Consent Agenda:**

Minutes November 14, 2017 Meeting  
Warrant List  
Purchasing Cards  
Resolution 17-22, Skate Park Design Agreement

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

<b>BURLEY</b>	<b>YEA</b>	<b>IHNKEN</b>	<b>YEA</b>
<b>CANCELOSI</b>	<b>YEA</b>	<b>KIBBIE</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>SHANER</b>	<b>YEA</b>
<b>WILKINSON</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**New Business:**

Agenda Item #1: Planning File No. 217-17-AP: A Public Hearing of an Appeal of the Planning Commission Decision to Deny a Development Application for the Kum & Go Commercial Project (Gas Station and Convenience Store), Planning File No. 188-16-DA, Located at 55 Lusher Court / Lot 2B, Block A, Discovery Interchange West Subdivision. Applicant: Ryan Halder, Kum & Go LC STAFF: JOYCE ALLGAIER 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Assistant Community Development Director Bill Gibson stated that Ryan Halder, Kum & Go LC, is requesting that the Town Council overturn the Planning Commission's September 21, 2017; decision to deny the development application for the Kum & Go commercial project (gas station and convenience store) located at 55 Lusher Court. Mayor Wilkinson opened the public hearing at 7:20 p.m. Frisco's Traffic Consultant Steve Pullet stated that traffic issues including width of access, offset and alignment of access, and general operations around shared access have been addressed. Representatives for Kum & Go spoke in support of the application including history of project, traffic concerns, and acknowledgement of special conditions. Kum & Go addressed concerns regarding driveway width, driveway alignment, general operations (traffic with Baymont), and lack of bicycle trail or pedestrian ways. A representative of the landlord also spoke in support of the application. There being no further public comment, Mayor Wilkinson closed the public hearing at 8:15 p.m.

**MOTION: COUNCIL MEMBER SHANER MOVED TO APPROVE PLANNING FILE NO. 217-17-AP, A PUBLIC HEARING OF AN APPEAL OF THE PLANNING COMMISSION DECISION TO APPROVE A DEVELOPMENT APPLICATION FOR THE KUM & GO COMMERCIAL PROJECT (GAS STATION AND CONVENIENCE STORE), PLANNING FILE NO. 188-16-DA, LOCATED AT 55 LUSHER COURT/LOT 2B, BLOCK A, DISCOVERY INTERCHANGE WEST SUBDIVISION SUBJECT TO THE RECOMMENDED FINDINGS AND CONDITIONS IDENTIFIED IN THE STAFF REPORT. SECOND, COUNCIL MEMBER CANCELOSI. VOTE:**

<b>BURLEY</b>	<b>NO</b>	<b>IHNKEN</b>	<b>YEA</b>
<b>CANCELOSI</b>	<b>YEA</b>	<b>KIBBIE</b>	<b>NO</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>SHANER</b>	<b>YEA</b>
<b>WILKINSON</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

Agenda Item #2: Planning File No. 205-17-CU: A Public Hearing of a Conditional Use Request for the Renewal of the Expired August 12, 2014, Conditional Use Approval of the Building A, Watertower Place Condominiums Mixed Use Development Project, (Planning File #035-14 DA/CU/SD), Located at 25 Watertower Way / Tract A, Watertower Place Condominiums. Applicant: Michael Bosma, Rubicon Development Represented by Provino Architecture STAFF: JOYCE ALLGAIER 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Assistant Community Development Director Bill Gibson stated that the applicant, Michael Bosma, Rubicon Development, is requesting the renewal of an expired August 12, 2014 Conditional Use Application approval of the Building A, Watertower Place Condominiums mixed-use development project. This Conditional Use Application allows for a mixed-use project with less than twenty percent (20%) of the total floor area allocated to a commercial use. A development project with either residential or commercial uses making up less than twenty percent (20%) of the total floor area is a conditional use. The applicant is not proposing any changes to the previously approved conditional

use or project design. The previous Development Application, Preliminary Plat Application, and right of-way Vacation Application approvals for this project have not yet expired and are still valid. Mayor Wilkinson opened the public hearing at 8:20 p.m. Applicant Michal Bosma spoke in support of the application. There being no further public comment, Mayor Wilkinson closed the public hearing at 8:23 p.m.

**MOTION: COUNCIL MEMBER SHANER MOVED TO APPROVE THE CONDITIONAL USE REQUEST FOR THE OF THE EXPIRED AUGUST 12, 2014, CONDITIONAL USE APPROVAL OF THE BUILDING A, WATERTOWER PLACE CONDOMINIUMS MIXED-USE DEVELOPMENT PROJECT (PLANNING FILE #035-14 DA/CU/SD), LOCATED AT 25 WATERTOWER WAY / TRACT A, WATERTOWER PLACE CONDOMINIUMS, SUBJECT TO THE RECOMMENDED FINDINGS AND CONDITIONS. SECOND, COUNCIL MEMBER MORTENSEN. VOTE:**

<b>BURLEY</b>	<b>YEA</b>	<b>IHNKEN</b>	<b>YEA</b>
<b>CANCELOSI</b>	<b>YEA</b>	<b>KIBBIE</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>SHANER</b>	<b>YEA</b>
<b>WILKINSON</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

There being no further business, the meeting adjourned at 8:25 p.m.

Respectfully Submitted,

---

Deborah Wohlmuth, CMC  
Town Clerk



MEMORANDUM

---

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: TOWN COUNCIL**  
**FROM: DEBORAH WOHLMUTH, TOWN CLERK**  
**RE: CHARTER REVIEW OF CHAPTER 157, SUBDIVISION OF LAND**  
**DATE: DECEMBER 12, 2017**

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

**Background:** Chapter 157, Subdivision of Land was added to the Code of the Town of Frisco on November 15, 1982, by Ordinance 83-10. This chapter was amended in its entirety in 1993, and replaced in its entirety in 1998. It was amended again in 1996, 1999, 2002, 2004, 2005, 2008, and 2009. Chapter 72 has been repealed by Ordinance 17-04, adopted 06-27-17. Additionally, Ordinance 17-04 reenacts new Chapter 180, Frisco Unified Development Code.

**Staff Recommendation:** On that basis, it is my

RECOMMENDATION

that the Council

make a motion acknowledging that Chapter 157, Subdivision of Land, has been reviewed pursuant to the Home Rule Charter and that no changes are necessary at this time.



MEMORANDUM

---

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO:** MAYOR AND TOWN COUNCIL  
**FROM:** DEBORAH WOHLMUTH, TOWN CLERK  
**RE:** CHARTER REVIEW OF CHAPTER 72, CABLE TELEVISION  
**DATE:** DECEMBER 12, 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 72, Cable Television, was added in November of 1982 by Ordinance 82-20, and was repealed and readopted in 1996 and 2001. Chapter 72 has been repealed by Ordinance 14-09, adopted 10-14-14.

**Staff Recommendation:** On that basis, it is my recommendation that the Council make a motion acknowledging that Chapter 72, titled Cable Television has been reviewed pursuant to the Home Rule Charter and that no changes are necessary at this time.



## **CONTRACT FOR GOODS AND/OR SERVICES**

THIS AGREEMENT ("Agreement"), made to be effective as of the 7<sup>th</sup> day of December 2017, between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and HBL Consulting, Inc., a Colorado Corporation, as an independent contractor, hereinafter referred to as "CONSULTANT," provides as follows:

### **ARTICLE I** **SCOPE OF SERVICES**

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

Section 1.2 Scope of Services: FRISCO agrees to retain CONSULTANT to complete the Project. CONSULTANT shall commence work upon direction to proceed and complete the Project on or before December 31, 2017, at which time this Agreement shall terminate. Additional services beyond those listed in Exhibit A, if requested, shall be provided only when authorized in writing by FRISCO.

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

Section 1.4 Warranty of CONSULTANT: CONSULTANT 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 CONSULTANT, 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 CONSULTANT, 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 CONSULTANT 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, CONSULTANT 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 conform strictly 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 Deborah Wohlmuth, Town Clerk; 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 CONSULTANT, 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 consultant or sub-consultant 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 CONSULTANT appropriate to and for use in the execution of their work under this Agreement. All documents prepared by CONSULTANT in its performance of this Agreement shall be considered works for hire and any copyright associated with such documents shall be held by FRISCO. All copies made under this authorization shall bear the statutory copyright notice, as shall all documents prepared by CONSULTANT pursuant to this Agreement.

(b) CONSULTANT, 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 CONSULTANT for other projects, provided that CONSULTANT is not held liable for future project applications other than the Project described pursuant to this Agreement.

Section 2.4 Insurance:

(a) CONSULTANT 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 CONSULTANT 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, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. 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 CONSULTANT'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 CONSULTANT has no owned automobiles, the requirements of this Section 2.4 (d) shall be met by each employee of CONSULTANT providing services to FRISCO under this Agreement.

(e) The insurance policies required by Sections 2.4(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) Professional Liability Insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000).

(g) 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 CONSULTANT. CONSULTANT 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.

(h) Prior to commencement of this Agreement, CONSULTANT shall provide FRISCO with a certificate of insurance completed by CONSULTANT'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: Finance Director

(i) CONSULTANT shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section 2.4 by reason of CONSULTANT'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 CONSULTANT 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 CONSULTANT to FRISCO upon demand, or FRISCO may withhold the cost of the premiums from any monies due to CONSULTANT from FRISCO.

(j) 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 \$150,000 per person and \$600,000 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) CONSULTANT 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 reasonable attorneys' fees, arising out of or resulting from this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to 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 CONSULTANT, any subcontractor of CONSULTANT, anyone 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 CONSULTANT, any subcontractor of CONSULTANT, anyone 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 CONSULTANT or any subcontractor under worker's or workman's compensation actions, disability benefit acts or other employee benefit acts; provided, however, that if FRISCO is found to be wholly or partially responsible for any such claims, the indemnification obligation of CONSULTANT under this Section 2.5 shall be limited in proportion to the relative degrees of fault of FRISCO and CONSULTANT with respect to such claims..

(c) In the event it becomes necessary for any party to this Agreement to bring any action to enforce any provision of this Agreement or to recover any damages the other may incur as a result of the breach of this Agreement, including, but not limited to, defective work, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees as determined by the court.

Section 2.6 Subcontractor: CONSULTANT 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 for any reason upon thirty (30) days' written notice. In the event of termination, FRISCO will pay CONSULTANT for all services performed to date of termination. If payment is otherwise due upon completion, FRISCO will pay CONSULTANT 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 CONSULTANT of any failure to appropriate such adequate monies.

Section 2.8 Binding Effect: FRISCO and CONSULTANT 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 CONSULTANT shall assign or transfer its interest in this Agreement without the written consent of the other, which consent may be withheld in the other party's sole and absolute discretion.

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. Facsimile and/or e-mail addresses are provided for convenience only.

FRISCO:

Town of Frisco  
P.O. Box 4100  
Frisco, CO 80443  
Attn: Finance Director  
FAX: (970) 668-0677

CONSULTANT:

HBL Consulting, Inc.  
PO Box 506  
Frisco, CO 80443  
Attn: Joe Gajewski  
TEL: (970) 401-0678

**ARTICLE III**  
**COMPENSATION FOR SERVICES**

Section 3.1 Compensation: CONSULTANT shall be compensated for services as described in Exhibit B.

Section 3.2 Payment: FRISCO shall pay CONSULTANT monies due under this Agreement within thirty (30) days after invoice date, provided such amounts are not in dispute or the subject of setoff.

Section 3.3 Expenses: FRISCO shall not reimburse CONSULTANT for the cost of any expenses associated with this Agreement.

Section 3.4 FRISCO's Right to Withhold: Notwithstanding any other provision of this Agreement and without prejudice to any of FRISCO's rights or remedies, FRISCO shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any payment that may be due under this Agreement such amount as may reasonably appear necessary to compensate FRISCO for any actual or prospective loss due to:

- (a) work that is defective, damaged, flawed, unsuitable, nonconforming or incomplete;
- (b) damage for which CONSULTANT is liable under this Agreement;
- (c) valid liens or claims of liens;
- (d) valid claims of subcontractors, suppliers or other person;
- (e) delay in the progress or completion of the Project;
- (f) inability of CONSULTANT to complete the Project;
- (g) reasonable doubt that the unpaid balance available under the Agreement is adequate to cover actual or liquidated damages, if any;
- (h) failure of CONSULTANT properly to complete or document any pay request;
- (i) any material and/or substantial failure of CONSULTANT to perform any of its obligations under this Agreement; or
- (j) the cost to FRISCO, including reasonable attorneys' fees and reasonable administrative expenses, for correcting any of the aforesaid matters or exercising any one or more of FRISCO's remedies.



**ARTICLE IV**  
**MISCELLANEOUS**

Section 4.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado.

Section 4.2 Amendments: This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

Section 4.3 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 4.4 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.

**ARTICLE V**  
**PROHIBITION ON EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN**

Section 5.1 The CONSULTANT hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the "Programs") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

Section 5.2 The CONSULTANT shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Section 5.3 The CONSULTANT has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

Section 5.4 The CONSULTANT is prohibited from using the Programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

Section 5.5 If the CONSULTANT obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the CONSULTANT shall: (a) notify the subcontractor and the FRISCO within three (3) days that the CONSULTANT has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the subcontractor if during such three (3) days the

subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Section 5.6 The CONSULTANT shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

Section 5.7 Any violation of the provisions of this paragraph shall be deemed to be a material breach of this Agreement and FRISCO may immediately terminate this Agreement for cause based on such violation. If this Agreement is so terminated, the CONSULTANT shall be liable for actual and consequential damages to FRISCO pursuant to C.R.S. § 8-17.5-102(3) and FRISCO shall notify the office of the Secretary of State of such violation/termination.

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

FRISCO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Deborah Wohlmut, Town Clerk

CONSULTANT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

## Exhibit A – Description and Scope of Services

### Scope of Contract for Services

#### 1 - PC Support

##### \$40 Monthly per Computer

- On-site support
- Setup and installation
- License management
- Unlimited telephone support
- Microsoft application support
- Inventory and asset management
- Microsoft security patch management
- Installation of hardware and software upgrades
- Routine desktop optimization and management
- Anti-virus monitoring, management, and updates
- Anti-Spyware monitoring, management, and updates

#### 2 - Server Support

##### \$100 Monthly per Server

- On-site support
- License management
- Setup and installation
- Event log monitoring
- Data backup and monitoring
- User account administration
- Unlimited telephone support
- Microsoft application support
- Performance monitoring and tuning
- Microsoft security patch management
- Inventory and asset management
- File sharing permission administration
- Backup monitoring and administration
- Planning and design of server architecture
- Setup and configuration of server hardware
- Installation and configuration of server software
- Routine maintenance and patch management
- Anti-virus monitoring, management, and updates
- Installation of hardware and software upgrades
- Microsoft Exchange maintenance and administration
- Anti-Spyware monitoring, management, and updates

#### 3 - Network Management and Support per Location

##### \$200 Monthly

- ISP liaison
- Purchasing
- VPN management
- Switch configuration
- Network documentation
- Anti-spam management
- Setup and installation of hardware
- Router configuration and monitoring
- Firewall configuration and monitoring
- Assistance with Business Continuity Planning
- Assistance with technology project research and proposals
- Assistance with creation of technology related policies and procedures

**Exclusions from flat rate services:**

- Electrical work
- Training is excluded from this agreement
- HBL Consulting, Inc. will charge the cost of any parts, hardware, or software required
- New installation of premise wiring, relocation of premise wiring, or removal of premise wiring
- Installation of shelving and racks for equipment
- Repairs and maintenance of equipment resulting from the actions of third party vendors not associated with HBL Consulting, Inc.
- Installations – new technology/rollout packages. Unless previously agreed upon, 5 or more units of hardware or software are considered installations/rollouts. (Examples: system wide installations of new printers, deployment of accounting software across more than 10 desktops, or networking a building or office.)
- After hours and emergency support. After-hours are defined as anytime after normal business hours and are charged at a premium rate to the Client.
- Projects not planned and approved by council or budgeted for the previous year will be deemed special projects and all work will be time and materials based as described in Exhibit B.
- Disaster recovery other than minor file restoration from system backups
- Server hardware, software, and phones associated with Cisco telephony. Basic support for these systems will be provided based on HBL Consulting, Inc. technician's discretion and knowledge level of the products.
- Extensive troubleshooting (anything more than several minutes) of printers and peripherals is not covered by our managed support agreement.
- Printers which require services other than basic troubleshooting must be serviced by authorized repair centers. HBL Consulting, Inc. will forward printers to authorized repair centers upon request. Any cost associated to these repairs will be charged to the printer owner. Normal HBL Consulting, Inc. charges may apply to the diagnosis and transport of printer.

**Computer, Server and Network component setup**

HBL Responsibilities:

- Unpack and connect computer components
- Configure operating systems for network connectivity
- Installation of operating system patches and updates
- Installation of approved applications
- Setup on-site and install printer drivers
- Install or configure routers, switches, or hubs

Town Responsibilities:

- Consultation with HBL should be made before any hardware purchases
- As much advance notice as possible should be made with HBL to schedule setup and installation
- The computer user may need to be present at certain points during the installation process
- Licenses and media for applications must be provided and readily available
- Town should provide storage space for new or old hardware and clear off space to make room necessary for installations

**Maintenance of Supported Hardware**

HBL Responsibilities:

- Monitor vendor and web resources for necessary patches
- Install necessary patches
- Update standard supported applications
- Monitor server and network equipment event logs and resources

Town Responsibilities:

- Employees should notify HBL of any problems they experience
- Purchase licenses for software

**Application Support**

HBL Responsibilities:

- Help with basic usage
- Install and update software
- Troubleshoot common problems
- Provide assistance with applications on a best-effort basis
- Support for advanced features and complex configurations if possible
- HBL will not perform job functions of the employees

Town Responsibilities:

- Manuals, online help systems and other training resources shall be utilized for the applications used frequently
- Licenses and media should be provided when required

**Network Support**

## HBL Responsibilities:

- Assist with network planning and ordering
- Install and configure routers and switches
- Troubleshoot network connectivity problems
- Act as liaison with vendors, when appropriate, for problem resolution and recommendations of a technical nature

## Town Responsibilities:

- Notify HBL regarding problems
- Contact HBL prior to installing networking equipment
- Notify HBL if another vendor installs or makes changes to equipment

## Exhibit B – Compensation Schedule

### Discounted Rate Structure for time and material based services:

Standard Rate: \$100 per/hr.  
8:01 a.m. to 6:00 p.m.

Overtime Rate: \$120.00 per/hr.  
6:01 a.m. to 8:00 a.m. and 6:01  
p.m. to 12:01a.m.

Overtime Rate: \$150.00 per/hr.  
12:01 a.m. to 6:00 a.m.

### Flat-rate Services Rate Schedule:

\$40	Monthly per PC	x 118 PCs	= \$4,720.00
\$100	Monthly per Server	X 16 Servers	= \$1,600.00
\$200	Monthly Network Management per Office	x 8 Offices	= <u>\$1,600.00</u>
			Monthly Total = \$ 7,920.00

### \*Restrictions:

- Any items not specifically included in flat- rate services (Exhibit A, Items 1, 2 and 3) will be billed on a time and materials basis.
- Flat-rate services (Exhibit A, Items 1, 2 and 3) are to be performed between the hours of 8:01 am and 6:00 pm.
- If work is requested on flat-rate services (Exhibit A, Items 1, 2 and 3) outside of the standard rate hours an additional surcharge at the discounted hourly rate will be assessed between the hours of 6:01pm to 8:00 am.
- Contract for services does not include the cost of materials, equipment, and hardware.
- Contract for services does not include support for equipment located off of Town of Frisco property or personal hardware and software.
- Please see the scope and description of services in Exhibit A for additional details

TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
RESOLUTION 17-23

A RESOLUTION RE-APPOINTING THE HONORABLE JUDGE RONALD W. CARLSON AS THE PRESIDING MUNICIPAL COURT JUDGE OF THE TOWN OF FRISCO MUNICIPAL COURT.

WHEREAS, pursuant to Section 17-5 of the Code of the Town of Frisco, the Town Council, on October 15, 1996, appointed Ronald W. Carlson to serve as the Town's presiding municipal court judge, for a term of two years, which term has been renewed approximately every two years since that time and is due to expire on December 31, 2017; and

WHEREAS, the Judge Carlson is an attorney at law admitted to practice in the State of Colorado, who has at least five years of experience in the active practice of law; and

WHEREAS, the Honorable Judge Carlson's efficiency and fairness to the citizens of Frisco lead the Town Council to believe that he should be re-appointed to serve for an additional two years as the Presiding Municipal Court Judge; and

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

The Honorable Judge Ronald W. Carlson is hereby re-appointed to a two-year term of office as the Presiding Judge of the Town of Frisco Municipal Court, said term commencing January 1, 2018, and continuing through December 31, 2019.

INTRODUCED, READ AND ADOPTED THIS 12th DAY OF DECEMBER, 2017.

Town of Frisco, Colorado:

---

Gary Wilkinson, Mayor

ATTEST:

---

Deborah Wohlmut, CMC, Town Clerk