

***THE JANUARY 22, 2019 COUNCIL PACKET MAY BE VIEWED  
BY GOING TO THE TOWN OF FRISCO WEBSITE.***

**RECORD OF PROCEEDINGS  
WORK SESSION MEETING AGENDA OF THE  
TOWN COUNCIL OF THE TOWN OF FRISCO  
JANUARY 22, 2019  
5:00PM**

Agenda Item #1: Peninsula Recreation Area Master Development Plan Review 5:00pm

Agenda Item #2: 4<sup>th</sup> of July Discussion 5:30pm

**RECORD OF PROCEEDINGS  
REGULAR MEETING AGENDA OF THE  
TOWN COUNCIL OF THE TOWN OF FRISCO  
JANUARY 22, 2019  
7:00PM**

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

**Call to Order:** Gary Wilkinson, Mayor

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

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

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

**Mayor and Council Comments:**

**Staff Updates:**

**REGULAR MEETING 7:00PM**

**Presentation:**

2019 Non-Profit Grants Presentation

**Consent Agenda:**

[Minutes January 8, 2019 Meeting](#)

Warrant List

Purchasing Cards

Owner's Representation Services Agreement with NV5 for Frisco Bay Marina Master Plan Coordination and Construction

**New Business:**

Agenda Item #1: Planning File No. 110-18-MDA/CU: a Public Hearing of Modifications to the Approved Conditional Use Request for the Library Lofts Multi-Family Residential Project Located at 90 South Madison Avenue / Unplatted (TR 5-78, Sec 34, Qtr 1 Sq. Ft. 21,127 Pt of Flora Placer Cont. 0.32 Acres and Lot E-4, Frisco West 0.165 Acres) also Known as the "Summit County Library Tract". Applicant: Todd Crowe 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

Agenda Item #2: First Reading Ordinance 19-02, an Ordinance Amending Chapter 171 of the Code of Ordinances of the Town of Frisco, Concerning Water, by Amending Subsection 171-5.C, Concerning Water System Extensions, 171-11.A, Concerning the Adoption of Water Rates and Charges; 171-11D, Concerning Charges Related to the Tapping of Water Mains; 171-22.A, Concerning Phase 2 Mandatory Water Use Restrictions; 171-23.A, Concerning Phase 3 Mandatory Water Use Restrictions; and 171-24.A Concerning Phase 4 Mandatory Water Use Restrictions STAFF: JEFF GOBLE 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

**Old Business:**

Agenda Item #3: Second Reading [Ordinance 19-01](#), an Ordinance Authorizing the Issuance By the Town of Frisco, Acting By and Through Its Marina Enterprise, of Marina Enterprise/ Revenue Bonds, Series 2019, in an Aggregate Principal Amount Not To Exceed \$6,000,000 for the Purpose of Financing the Construction of Certain capital Improvements to the marina Facilities; Prescribing the Form of Such Series 2019 Bonds and Providing Other Details in Connection Therewith STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

**Adjourn:**



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**

**FROM: PETE SWENSON, NORDIC AND TRAILS MANAGER**

**CC: KATIE BARTON, GENERAL MANAGER FRISCO ADVENTURE PARK**

**RE: FRISCO NORDIC CENTER MASTER DEVELOPMENT PLAN**

**DATE: JANUARY 22, 2019**

**Overview:** Staff recently submitted the Frisco Nordic Center Master Development Plan (MDP) to the Dillon Ranger District of the White River National Forest (WRNF). This MDP provides a detailed assessment of existing facilities and operations at the Frisco Nordic Center, as well as a comprehensive overview of planned elements within the Nordic Center's Special Use Permit (SUP) area. This MDP is included in the Council packet for reference. Staff will present the highlights of this plan, discuss next steps, and take any questions Council may have at the January 22<sup>nd</sup> Council meeting.

**Background:** The Frisco Nordic Center is located on the Peninsula Recreation Area (PRA), which includes both National Forest System (NFS) and Town of Frisco managed lands. The Nordic Center operates under a 40-year ski area SUP. As such, the MDP is required by Forest Service permit requirements and specifically references the Nordic Center; however, planning included in this document looks at the entire Peninsula Recreation Area for both summer and winter uses.

Staff worked in conjunction with SE Group on two community conversations in 2018 regarding this plan. The first community conversation in April, 2018, focused on winter activities while the second community conversation in June, 2018, focused on summer activities at the PRA. Data and input collected from these community conversations, as well as expertise from IMBA, Morten Trails, and staff was incorporated into this final MDP.

Prior to implementing any trail improvements or changes, or any facility or operational changes, all projects must first be addressed in the MDP and then approved by the Dillon Ranger District of the White River National Forest (WRNF). Detailed analysis of the projects must also be consistent with the provisions of the National Environmental Policy Act of 1970 (NEPA). This MDP is consistent with the White River National Forest Land and Resource Management Plan – 2002 Revision (2002 Forest Plan), which provides the following direction for the preparation and utilization of ski area MDPs:

*“A Master Development Plan is part of each ski area’s special use permit. MDPs are prepared by the permit holder and accepted by the Forest Service. They describe the improvements and*

*facilities that are authorized at each resort and are the guiding document used to describe the expected future condition for the resort. These plans encompass all the area authorized for use by the special use permit including areas that are, at present, undeveloped. Areas allocated are managed to avoid deterioration of site conditions that may detract from planned uses.”*

This MDP is also consistent with the Ski Area Recreational Opportunity Enhancement Act of 2011 (SAROE) and subsequent Forest Service guidance, which permit additional seasonal and year-round activities and facilities on NFS lands if they are consistent with the setting and specifically support snow sports as a primary driver for recreation and revenue at the recreational centers like the Nordic Center. Although the Nordic Center is not an alpine ski area, it is managed by the Forest Service under a ski area SUP; therefore, acts like SAROE are applicable.

**Staff Recommendation:** Staff looks forward to this presentation with Council on January 22<sup>nd</sup> and Council's continued support of the Frisco Trails Master Plan (adopted March 2017) and the Frisco Nordic Center Master Development Plan. No further action is required at this time.

# FRISCO NORDIC CENTER Master Development Plan



NOVEMBER 2018



# FRISCO NORDIC CENTER Master Development Plan

NOVEMBER 2018

ACCEPTED BY:

---

SCOTT G. FITZWILLIAMS  
Forest Supervisor  
White River National Forest

DATE:

---

PREPARED BY:

 **SE GROUP**

# CONTENTS

<b>CHAPTER 1.</b>	
<b>INTRODUCTION</b>	<b>2</b>
A. LOCATION.....	3
B. LAND OWNERSHIP .....	3
C. CURRENT OPERATIONS SUMMARY .....	3
1. <i>Winter</i> .....	4
2. <i>Summer</i> .....	4
D. BACKGROUND.....	5
1. <i>Chronology of Development</i> .....	5
E. ABSTRACT OF PLANNED MASTER DEVELOPMENT PLAN .....	7
F. PAST PLANNING AND ENVIRONMENTAL DOCUMENTATION.....	7
G. VISION AND DESIGN PHILOSOPHY .....	8
H. STATEMENT OF GOALS AND OBJECTIVES.....	9
1. <i>Goals</i> .....	9
2. <i>Objectives</i> .....	9
I. ACCEPTANCE BY THE FOREST SERVICE .....	10
J. PUBLIC/MUNICIPAL REVIEW .....	10
<b>CHAPTER 2.</b>	
<b>DESIGN CRITERIA</b>	<b>12</b>
A. RECREATION LANDSCAPE.....	12
1. <i>Community Resource</i> .....	12
2. <i>Regional Tourism</i> .....	12
3. <i>Destination Resorts</i> .....	13
B. GUEST SERVICES FACILITIES .....	13
C. TRAIL SYSTEM DESIGN.....	14
1. <i>Nordic Trail Design</i> .....	14
2. <i>Mountain Biking Trail Design</i> .....	16
3. <i>Multi-Use Trail Design</i> .....	17
D. BALANCE OF AMENITIES.....	17
E. MULTI-SEASON RECREATION ACTIVITIES .....	18
<b>CHAPTER 3.</b>	
<b>SITE INVENTORY</b>	<b>22</b>
A. TOPOGRAPHY AT FRISCO NORDIC CENTER .....	22
B. SLOPE GRADIENTS AT FRISCO NORDIC CENTER.....	23
C. SOLAR ASPECT AT FRISCO NORDIC CENTER .....	24



# CONTENTS

<b>CHAPTER 4.</b>	
<b>EXISTING CONDITIONS</b>	<b>26</b>
<b>A. SUMMARY OF THE EXISTING GUEST EXPERIENCE</b>	<b>26</b>
<b>B. WINTER EXPERIENCE</b>	<b>27</b>
1. <i>Summary of the Existing Guest Experience</i>	27
2. <i>Existing Facilities</i>	28
3. <i>Activities</i>	28
<b>C. SUMMER AND MULTI-SEASON EXPERIENCE</b>	<b>29</b>
1. <i>Summary of the Existing Guest Experience</i>	29
2. <i>Existing Facilities</i>	30
3. <i>Activities</i>	30
<b>D. EXISTING INFRASTRUCTURE</b>	<b>30</b>
1. <i>Town of Frisco Lands</i>	30
2. <i>National Forest System Lands</i>	31
<b>E. PROGRAMS AND EVENTS</b>	<b>32</b>
<b>F. EXISTING GUEST SERVICES, SPACE USE ANALYSIS, &amp; FOOD SERVICE SEATING</b>	<b>33</b>
<b>G. EXISTING PARKING CAPACITY</b>	<b>34</b>
<b>H. EXISTING OPERATIONS</b>	<b>34</b>
1. <i>Snowmaking Coverage</i>	34
2. <i>Grooming</i>	35
3. <i>Maintenance Facilities</i>	35
<b>CHAPTER 5.</b>	
<b>UPGRADE PLAN</b>	<b>38</b>
<b>A. UPGRADED WINTER TRAIL NETWORK</b>	<b>39</b>
1. <i>Nordic Ski Trails</i>	41
2. <i>Race Loop</i>	41
3. <i>Fat Bike Trails</i>	41
<b>B. UPGRADED SUMMER TRAIL NETWORK</b>	<b>42</b>
<b>C. TRAIL INTERFACE AND CONNECTIVITY</b>	<b>44</b>
1. <i>Interface between Winter and Summer Trails</i>	44
2. <i>Planning Area 4 and Connectivity to Frisco</i>	44
<b>D. NON-TRAIL AND FACILITY UPGRADES</b>	<b>46</b>
1. <i>Zone 1</i>	47
2. <i>Zone 2</i>	47
3. <i>Zone 3</i>	48

# LIST OF TABLES + FIGURES

## TABLES

- TABLE 2-1. NORDIC TRAIL DESIGN SPECIFICATIONS BY ABILITY LEVEL .....15
- TABLE 2-2. MOUNTAIN BIKING TRAIL DESIGN SPECIFICATIONS BY ABILITY LEVEL .....16
- TABLE 4-1. EXISTING WINTER TRAIL NETWORK.....28
- TABLE 4-2. EXISTING SUMMER TRAIL NETWORK.....29
- TABLE 4-3. EXISTING GUEST SERVICES, SPACE USE & FOOD SERVICE SEATING.....33
- TABLE 4-4. EXISTING PARKING OPTIONS AND CAPACITY .....34
- TABLE 4-5. WATER CONSUMPTION AND SNOWMAKING STATISTICS.....35
- TABLE 5-1. UPGRADED WINTER TRAIL NETWORK.....39
- TABLE 5-2. UPGRADED SUMMER TRAIL NETWORK .....42
- TABLE 5-3. UPGRADED SUMMER TRAIL NETWORK ABILITY LEVEL DISTRIBUTION .....43
- TABLE 5-4. GUEST SERVICES FACILITIES UPGRADE PLAN .....46

## FIGURES

- FIGURE 1. VICINITY MAP
- FIGURE 2. SLOPE GRADIENT ANALYSIS
- FIGURE 3. SLOPE ASPECT ANALYSIS
- FIGURE 4. EXISTING CONDITIONS
- FIGURE 5. UPGRADE PLAN – WINTER
- FIGURE 6. UPGRADE PLAN – SUMMER
- FIGURE 7. UPGRADE PLAN – OVERALL
- FIGURE 8. SUMMER ZONE DESIGNATIONS

## PHOTOGRAPHY CREDITS

Todd Powell  
Town of Frisco



# Chapter 1

# Introduction



# Chapter 1.

# Introduction

This *2018 Frisco Nordic Center Master Development Plan* (MDP) provides a detailed assessment of existing facilities and operations at the Frisco Nordic Center (Nordic Center), as well as a comprehensive overview of planned elements within the Nordic Center’s Special Use Permit (SUP) area. It is important to note that the Nordic Center is located on the greater Peninsula Recreation Area, which includes both National Forest System (NFS) and Town of Frisco managed lands. As the Nordic Center is operated under a 40-year ski area SUP, this MDP is required by Forest Service permit requirements and specifically references the Nordic Center; however, planning included in this document looks at the Peninsula Recreation Area holistically and, in some cases, uses the terms Nordic Center and Peninsula Recreation Area interchangeably.

The MDP discusses planned year-round activities, including both winter and summer components slated for implementation within approximately the next ten years. Forest Service acceptance of this MDP would be consistent with the permit requirements of the Nordic Center but does not constitute approval of any of projects contained within this document. Approval of the projects contained within this document by the Dillon Ranger District of the White River National Forest (WRNF) is required prior to implementation and cannot occur without detailed analysis consistent with the provisions of the National Environmental Policy Act of 1970 (NEPA). This MDP is designed to be dynamic and may be amended periodically to reflect new developments in facilities and recreation.

This MDP is consistent with the White River National Forest Land and Resource Management Plan – 2002 Revision (2002 Forest Plan), which provides the following direction for the preparation and utilization of ski area MDPs:

*“A Master Development Plan is part of each ski area’s special use permit. MDPs are prepared by the permit holder and accepted by the Forest Service. They describe the improvements and facilities that are authorized at each resort and are the guiding document used to describe the expected future condition for the resort. These plans encompass all the area authorized for use by the special use permit including areas that are, at present, undeveloped. Areas allocated are managed to avoid deterioration of site conditions that may detract from planned uses.”<sup>1</sup>*

In addition to its consistency with the 2002 Forest Plan, this MDP is consistent with the Ski Area Recreational Opportunity Enhancement Act of 2011 (SAROE) and subsequent Forest Service guidance, which permit additional seasonal and year-round activities and facilities on NFS lands if they are consistent with the setting and specifically support snow sports as a primary driver for recreation and revenue at the recreational centers like the Nordic Center. Although the Nordic Center is not an alpine ski area, it is managed by the Forest Service under a ski area SUP; therefore, acts like SAROE are applicable.

---

<sup>1</sup> USDA Forest Service. 2002. White River National Forest Land and Resource Management Plan, 2002 Revision. p. 3-81

## A. LOCATION

The Nordic Center is located on the eastern end of the Town of Frisko, Colorado directly adjacent to Lake Dillon. It is approximately 73 miles west of the City of Denver, 3 miles south of the Interstate 70 (I-70) corridor, and is near several alpine ski areas within Summit County (Copper Mountain Resort, Keystone Resort, Arapahoe Basin Ski Area, and Breckenridge Ski Resort). The Nordic Center is accessed by Colorado State Highway 9. Refer to *Figure 1* for a map of the vicinity.

The Nordic Center is contained within Township 5S, Range 77W, Sections 19, 30 and 31; and Township 5S, Range 78W, Sections 24, 25, 36 and 38. The elevation of the area ranges from approximately 9,015 feet above mean sea level (amsl) at its lowest point to 9,350 feet amsl at its highest point.

## B. LAND OWNERSHIP

The Nordic Center is situated within the Peninsula Recreation Area, which is composed of approximately 190 acres of private lands owned by both the Town of Frisko and Denver Water, and approximately 585 acres of NFS lands administered by the Dillon Ranger District of the WRNF under a SUP. In total, the Peninsula Recreation area encompasses approximately 775 acres, all of which can be operated on by the Town of Frisko; 585 acres of which comprise the Nordic Center SUP boundary.

For thirty years the Nordic Center was operated by the Dayton family as a concessionaire to the Town of Frisko; during the winter of 2016/17, the Town of Frisko assumed operation of the Nordic Center and remains the operator to the present day.

*Figure 4* depicts existing conditions and portrays the Nordic Center's SUP boundary.

## C. CURRENT OPERATIONS SUMMARY

Over the past five seasons, the Nordic Center has averaged 51,000 visitors each winter. Due to the vast amount of non-paid recreation opportunities at the Nordic Center and greater Peninsula Recreation Area during the summer months, actual summer visitation is not known at this time; however, it is comparable to winter visitation trends. As the Nordic Center offers a wide variety of recreational activities, it contributes considerably to the economic growth of the Town of Frisko and provides an excellent public health amenity for both residents and guests of the area.

The Nordic Center is not only a spectacular recreational amenity to residents of Summit County but is also well suited for people visiting the area. This is especially true during the winter season, when visitors arrive from all over the world to ski at any of the destination alpine ski areas in Summit County. Oftentimes, visitors decide to spend a portion of their trip participating in winter activities other than alpine skiing, many of which are offered at the Nordic Center..



## 1. Winter

Recreational activities currently available at the Nordic Center and within the greater Peninsula Recreation Area during the winter season include Nordic skiing, snowshoeing, snow tubing, sledding, and sleigh/wagon rides.

In total (private lands included), there are approximately 25 kilometers (15.5 miles) of winter trails operated by the Nordic Center. Approximately 14 kilometers (8.7 miles) of the trail system currently exist on NFS lands within the Nordic Center's SUP area; the other approximately 11 kilometers (6.8 miles) exist on lands that are privately owned by either the Town of Frisco or Denver Water.

Approximately 8 kilometers (5 miles) of the trail system are routed on improved Forest Service roads (specifically Crown Point Road and RJ's Vista), campground roads, and other service roads. While these roads are generally of an adequate width and provide a good trail base, they are mostly linear roads and are not ideal for the varied and interesting trail experience desired by most Nordic users. The remaining approximately 17 kilometers (10.5 miles) of the trail system are situated on old logging roads/trails that are not well aligned or sustainable and do not provide an adequate trail base necessary for Nordic skiing. Due to the alignments of the roads that the trails were initially constructed on, the existing trail system mostly consists of linear, interconnected trails. This linear trail design creates many trail junctions and intersections, which often complicates pathfinding and increases grooming time, which poses challenges for users and operators alike.

## 2. Summer

Recreational activities currently available at the Nordic Center and within the greater Peninsula Recreation Area during the summer season include road and mountain biking (as well as opportunities for biking on soft surface roadways/Nordic trails), hiking and trail running, baseball and other field sports, skate park-related activities and BMX biking, disc golf; and camping and boating within a 96-site campground that is operated by a concessionaire for the Forest Service (this campground is located entirely on NFS land).

Most summer trails overlap with existing trails established for winter use. The exceptions are the *Perimeter* trail, *Switchback* trail and a few short connector trails. There are several trails that have fall line grades and should be rerouted to improve sustainability, such as *Reichel's*, *Buzzsaw* to Crown Point Road, sections on *Jody's* and several other connector trails.

With the exception of the *Perimeter* trail, there is just over a mile of existing single-track trails within the Nordic Center's operational area that do not overlap with existing winter-use trails.

Use of the summer trail system includes but is not limited to mountain biking, running, hiking, and geo-caching.

## D. BACKGROUND

The Nordic Center itself is owned by the Town of Frisco, although the NFS lands on which it operates are administered by the Dillon Ranger District of the WRNF under a SUP with the Town of Frisco.

The Nordic Center's SUP requires the development of an MDP, which identifies management direction and opportunities for future management of the Nordic Center's operations on NFS lands.

### 1. Chronology of Development

A brief chronology of the Nordic Center's development:

- » 1984 Nordic Center starts running out of a mobile home
- » 1986 Sleigh Ride operation begins
- » 1990 Town of Frisco purchases "South Frisco Bay" through the Homestake Land Exchange with the Forest Service – property is zoned "Parks and Recreation"
- » 1992 Nordic Center main building is constructed
- » 1993 First vote for a golf course – 54% vote "no" (625 total voters)
- » 1994 Town of Frisco adopts Master Plan for 35 acres within the future Peninsula Recreation Area
- » 1995 Ballfield, Multi-Purpose Center, Sleigh Ride Camp and Corral constructed
- » 1996 Vote for a municipal ice arena – 62% vote "no"
- » 1996 Frisco Peninsula Recreation Area Steering Committee forms – held nine public meetings and spent four months compiling a list of recommendations, including:
  - Improve Nordic trails
  - Construct mountain biking and hiking trails
  - Construct warming huts
  - Picnic areas
  - Golf course
  - Entrance feature
- » 1997 Disc Golf Course constructed
- » 2000 Frisco Skate Park constructed
- » 2001 Town of Frisco Parks and Recreation Master Plan identifies six priorities for the Peninsula Recreation Area:
  - Sledding/Tubing Hill
  - Ski jump
  - Nordic village
  - Golf course
  - Multi-Purpose Ice/Performing Arts/Convention Center
  - Amphitheater



- » 2002 Peninsula Recreation Area Land Use Plan established – incorporates the six priorities listed above and preserves existing Peninsula Recreation Area uses and activities
- » 2002 Second vote for a golf course – 66% vote “no”
- » 2006 Colorado Mountain College vote – 55% vote “no”
- » 2007 Land Use Plan established – maintains area’s existing recreational amenities and proposes additional amenities for the Peninsula Recreation Area
- » 2009 Peninsula Recreation Area Design Plan (prepared by DHM Design) proposes concepts for additional amenities, including:
  - Day lodge
  - Additional parking
  - BMX/mountain biking skills course
  - Outdoor skating rink
  - Expansion of sledding hill or addition of a tubing hill
- » 2010 Tubing Hill and Day Lodge open
- » 2011 Bike Park opens
- » 2015 Equestrian Center petition for the Peninsula Recreation Area to Council – Council votes “no”
- » 2015 Community Survey identifies ten priorities:
  - Summer hiking trail improvements
  - Outdoor amphitheater
  - Summer mountain biking trail improvements
  - Boardwalk connection between Marina and Peninsula Recreation Area
  - Recreation center facility
  - Winter trail improvements
  - Nordic Center improvements
  - Dog park
  - Nature center
  - Outdoor climbing boulders
- » 2016 Town of Frisco assumes operation of the Nordic Center
- » 2016 PRA Council discussions provide key input for the vision for the PRA:
  - The PRA and the Marina define Frisco as a unique mountain town
  - Activities and features in the PRA should maintain character with the mountain environment
  - Future plans for the PRA should avoid the evolution into a commercial character “Fun Park”
  - The Town is committed to primarily providing amenities for local community members and also recognizes the opportunities presented by the tremendous amount of non-local visitation received by Summit County
  - Facilities are a combination of revenue and non-revenue to produce an aggregate break-even for the area as a whole



- Council prefers to save for new amenities, or fund them internally, as opposed to borrowing or bonding funds; this element represents prudent fiscal management, but may limit the opportunities which can be developed
- There is an interest in diversifying the Frisco Adventure Park so that is not perceived as just a tubing hill
- The role of the PRA is centered upon community recreation, health, and fitness
- Projects which may enhance continuity between the PRA and the main areas of town are optimal

## **E. ABSTRACT OF PLANNED MASTER DEVELOPMENT PLAN**

This MDP is divided into five chapters, with Chapter 1 providing an introduction to the document. Chapter 2 describes the design criteria used for planning specific to the Nordic Center. Chapter 3 provides a site inventory of the Nordic Center, including topography, slope analysis, and information relating to the SUP boundary and surrounding land ownership. Chapter 4 describes existing facilities for both winter and summer, and evaluates the current balance of operations, facilities, and infrastructure. This includes terrain, guest services, snowmaking, and parking. This chapter also provides the baseline conditions which drive the upgrade plan. The final chapter (Chapter 5) details proposed upgrades and improvements to the experience at the Nordic Center and throughout the Peninsula Recreation Area.

Newly-planned projects presented in Chapter 5 – Upgrade Plan of this MDP include the following:

- » A conceptual Nordic ski trail network approximately 15.1 kilometers (9.3 miles) in length, including new trail construction, trail re-routes, and strategic connectors.
- » A conceptual mountain biking and multi-use trail network approximately 24.1 miles in length, including new trail construction, trail re-routes, and strategic connectors suitable for varying ability levels.
- » Summer and multi-season guest services projects, including multi-purpose gathering sites, trail bridges, warming huts, and toilets.
- » Non-trail winter and multi-season activities (e.g., boulder play area, biathlon range, and ice pond).

## **F. PAST PLANNING AND ENVIRONMENTAL DOCUMENTATION**

Since its inception, the Nordic Center has undergone several iterations of planning and numerous environmental analyses for site-specific project proposals. The following list provides a summary of these planning and analysis phases:

- » 2002 Peninsula Recreation Area Land Use Plan
- » 2004 Frisco Nordic Center Trails and Facilities Environmental Assessment
- » 2007 Peninsula Recreation Area Land Use Plan
- » 2009 Peninsula Recreation Area Design Plan (prepared by DHM Design)
- » 2011 Ophir Mountain Forest Health and Fuels Reduction Project
- » 2017 Design Charette prepared by Norris Design (May 18, 2017)



## G. VISION AND DESIGN PHILOSOPHY

Clarifying a vision and design philosophy is an essential component of the planning process, as it helps to establish an overall theme and direction for all projects. Since assuming management of the Nordic Center and Peninsula Recreation Area, the Town of Frisco has provided residents and visitors of Summit County with a quality recreation resource. Through changes in management, re-allocation of resources, and on-going partnership with the Forest Service, the Town of Frisco believes it is in a position to take the Nordic Center and Peninsula Recreation Area to its full potential.

The overarching vision of this MDP is to refine and enhance the experiences available on the peninsula in a way that allows the Town of Frisco to best serve its local community, remaining true to its character as a fixture within and adjacent to the Town of Frisco, while capitalizing on opportunities for increased visitation from tourism already present in the region.

This MDP seeks to proactively address the needs of the Nordic Center and Peninsula Recreation area to accommodate future trends in regional visitation over the next ten to fifteen years. Providing adequate facilities and amenities for increasing visitation, while improving upon existing guest experiences in both summer and winter seasons is the focal point of this plan. Understanding that guests' preferences are constantly changing, this MDP will provide the Town of Frisco and the Forest Service with preparedness and creativity to meet future guest demands.

As an area that has been intensely managed by the Forest Service following the mountain pine beetle epidemic, directly adjacent downtown Frisco, this MDP seeks to capitalize on the unique opportunity that exists for the Nordic Center and Peninsula Recreation Area to be an exemplar of natural resource management and recreation.

## H. STATEMENT OF GOALS AND OBJECTIVES

### 1. Goals

- \* *Continue to serve Summit County and the Town of Frisco by improving upon the existing recreational opportunities and experiences available to local residents.*
- \* *Improve existing recreational opportunities and cultivate new experiences suitable for the visitor market drawn to Summit County by the world-class reputations of local alpine ski areas.*
- \* *Develop activities on NFS and private lands that introduce a wide range of visitors to the WRNF without requiring specialized skill or knowledge.*
- \* *Strengthen the year-round economy for the Town of Frisco, including local businesses.*

### 2. Objectives

- \* *Improve the existing Nordic trail network by constructing new trails, trail re-routes, strategic connectors, and dedicated fat bike routes.*
- \* *Develop a dedicated mountain biking and multi-use trail network through new trail construction, trail re-routes, and strategic connectors suitable for varying ability levels.*
- \* *Provide ancillary summer and multi-season guest services facilities, including multi-purpose gathering sites, trail bridges, warming huts, and toilets to accommodate increasing visitation and better meet visitor expectations.*
- \* *Enhance offerings by providing additional non-trail winter and multi-season activities (e.g., boulder play area, biathlon range, and ice pond).*



## **I. ACCEPTANCE BY THE FOREST SERVICE**

This MDP is the result of an iterative and collaborative process between the Nordic Center and Forest Service staff. Forest Service “acceptance” is consistent with the requirements of the Nordic Center SUP and the 2002 Forest Plan. This MDP will also undergo analysis and review by the Town of Frisco and Summit County as necessary to ensure that the goals and objectives presented herein are consistent with those of all other agencies with jurisdiction over the facilities at the Nordic Center.

It is important to note that Forest Service acceptance of this MDP does not indicate approval to proceed with implementation of any of the projects identified herein. None of the projects identified in this MDP have been reviewed or approved in accordance with the requirements of the National Environmental Policy Act (NEPA); all of these projects will require site-specific analyses through the NEPA process before any projects may be approved. This site-specific environmental analysis may result in modification of planned projects. Furthermore, beyond the scope of site-specific NEPA analysis, implementation of the projects identified in this MDP may be dependent upon approval of detailed plans contained in the Nordic Center’s annual operation/ construction plan.

## **J. PUBLIC/MUNICIPAL REVIEW**

Because the area included within the Nordic Center SUP boundary has historically been annexed into Town of Frisco’s town limits, a Land Use Approval review process will be required by the Town of Frisco. This process will involve official notice of public meetings held by Town of Frisco Town Council and will allow ample opportunity for public comments on all aspects of this MDP. This process, which includes a full presentation to the Frisco community will occur immediately after Forest Service “acceptance” of this MDP.

This review process by Town of Frisco will comply with Forest Service requirements to publicly share the vision, goals and objectives of the resort and to seek a mutual understanding of the MDP presented in this document.



Chapter 2  
**Design Criteria**



# Chapter 2.

# Design Criteria

Establishing design criteria is an important component in master planning. The following is an overview of the basic design criteria upon which the Frisco Nordic Center MDP is based.

## A. RECREATION LANDSCAPE

The Nordic Center, and greater Peninsula Recreation Area which the Nordic Center is located within, is a community resource operating in a landscape with significant regional tourism and destination resorts that cater to national/international visitors. In this unique recreation landscape, the Nordic Center and Peninsula Recreation Area must serve its local community while also taking advantage of the regional, national, and international tourism in the area.

### 1. Community Resource

First and foremost, the Nordic Center and Peninsula Recreation Area is a resource for the residents of Town of Frisco and the surrounding communities in Summit County. It must cater to the local demographic with a variety of well-groomed/maintained trails that support a learning progression for new users, while also meeting the desires of experienced skiers and bikers in the community. As a community-oriented resource, it should be affordable and easily accessible—accommodating work schedules, being connected via public transportation routes, and providing programming that locals find useful. The Nordic Center is in a competitive market for local skiers with the Keystone Nordic Center, the Gold Run Nordic Center, and the Breckenridge Nordic Center, all of which are located nearby within Summit County. The Nordic Center and Peninsula Recreation Area must maintain a variety of activities, programs, and facilities that serve the local population.

### 2. Regional Tourism

Regional tourism refers to the “drive” market of visitors who live within an easy driving distance and may come to the area for a day or a weekend. For the Nordic Center and Peninsula Recreation Area, the Colorado Front Range (Denver, Boulder, Colorado Springs, and the surrounding areas) are a large regional tourism market. Behaviors of those in the regional tourism market mimic those of both locals and destinations tourists. For cross-country skiing, the Nordic Center is one of the closest to the Front Range and many regular skiers frequently make the drive to Frisco. These skiers are typically interested in similar activities, opportunities, and facilities as residents of Summit County. A race course at Frisco Nordic Center would act as a regional draw for training and events.

Other regional tourists may visit the Nordic Center and Peninsula Recreation Area as part of a visit to the area oriented around the destination resorts or other local attractions. These visitors' interests closely resemble those of the destination visitors, detailed below.

### 3. Destination Resorts

Most of the winter destination, or "fly-in," visitors to Nordic Center and Peninsula Recreation Area are in the area to visit the nearby alpine skiing destination resorts. The Nordic Center and Peninsula Recreation Area is not a destination resort itself; however, because destination visitors are often spending many days in the area while visiting one of the County's many alpine ski areas, they will choose to spend part or all of a day engaging in non-alpine skiing opportunities like those available at the Nordic Center and Peninsula Recreation Area. These visitors require an easily navigable trail system with lower ability level trails. There is a growing demand for additional, non-skiing activities among destination skiers. Already, the tubing facility associated with the Nordic Center generates visitation from many destination skiers visiting Summit County.

In the summer, destination visitors come to the area for the many outdoor recreation opportunities Summit County has to offer. Hiking or biking at the Nordic Center and Peninsula Recreation Area can be a day or half-day activity for these visitors. These visitors come from an array of ability levels, but regardless of ability level, all need an easy-to-navigate trail system with many additional amenities.

Given the Nordic Center and Peninsula Recreation Area's terrain and size, it would not have the mileage or terrain diversity to become a Nordic skiing or mountain biking destination on its own. However, additional developments and improvements to the trail network that cater to the needs of the destination visitor could allow the Nordic Center and Peninsula Recreation Area to capitalize on this market that is already present in Summit County.

## B. GUEST SERVICES FACILITIES

The relationship between planning at the Nordic Center and Peninsula Recreation Area's facilities and the surrounding trail network is critically important. Facility design involves establishing appropriate sizes and locations for the various elements. The complexion and interrelationship of these elements varies considerably depending on the type and scale of recreation opportunities these facilities service; however, fundamental objectives of guest services facilities planning are to integrate the trail network with the facilities to create a cohesive, functional, and easily navigable recreational experience. This must be achieved by addressing base components such as (but not limited to): guest service locations (passes and rentals), skier/rider/hiker circulation, parking/access requirements, and transit drop-offs.

The lodge area facilities that have three main functions:

- » Receiving arriving guests (from transportation)
- » Distributing the guests onto the trail systems and activities
- » Providing the necessary guest services (e.g., tickets and rentals)



At the intersection of Crown Point Road and Recreation Way is the hub of the Nordic Center and Peninsula Recreation Area's facilities and activities, which include: the Nordic Center Facility, Nordic skiing, ball fields, the Day Lodge, sleigh rides, and the skate park. This area also functions as the primary access point to the trails, picnic areas, and disc golf course. Properly directing visitors to their intended facility/activity and ensuring sizeable shared facilities (i.e. parking) is very important. However, the design of these facilities and circulation paths should support a unified, cohesive feeling around the Peninsula Recreation Area.

The Nordic Center and Peninsula Recreation Area also serves as a gathering place for many large groups, such as camps, the Summit Nordic Ski Club, and youth mountain biking groups. Facilities must be large enough to accommodate both those groups and additional visitors that are generated by special events.

Guest service facilities are also located within the trail network to offer shelter and restrooms to guests as they hike, bike, or ski. These amenities can be incredibly convenient mid-activity and provide opportunities for additional programming. Viewing decks, yurts, or warming huts would all serve as a destination for trail users and possibly a place to hold events on the Peninsula Recreation Area.

## C. TRAIL SYSTEM DESIGN

### 1. Nordic Trail Design




#### a. Slope Gradients and Terrain Breakdown

Terrain ability level designations in Nordic skiing are necessarily subjective, depending on technical aspects of the trail, overall difficulty of the trail network, altitude, snow surface, and trail width. However, the average and maximum specific gradient (max grade within a 200-foot span) can generally be used to characterize a trail as beginner, intermediate, or expert. Ability level designations can be based on the average gradient calculated for each trail, in combination with other factors present that may make a trail more difficult. While short sections of a trail can be more or less steep without affecting the overall trail designation, a sustained steeper section may cause the trail to be classified with a higher difficulty rating. It is important to understand that trail gradient is not the only factor in assigning a trail ability designation to a specific trail. As stated above, a variety of factors can cause a trail to be classified under a higher designation.

The following general gradients, reflective of industry norms, are used as the basis to classify the skier difficulty level of the Nordic skiing terrain. As previously mentioned, additional considerations can compound with slope gradient and cause a trail to be classified under a higher skier ability designation.



TABLE 2-1. NORDIC TRAIL DESIGN SPECIFICATIONS BY ABILITY LEVEL

SKIER ABILITY	TERRAIN GRADIENTS	
	AVERAGE GRADIENT	MAX SPECIFIC GRADIENT
 Beginner	0 to 5%	10%
 Intermediate	5 to 10%	15%
 Expert	8 to 12%	20%

The recommended distribution of trail by difficulty designation is highly dependent on the local market, and data on Nordic skier visits and ability level has not been collected comprehensively enough nationwide to make precise recommendations. However, most Nordic ski area operators agree that the bulk of visitors are of “Intermediate” ability, with “Beginners” and “Experts” forming the tail ends of an ability bell curve. It is also important to consider that an “Expert” skier will cover significantly more ground in a visit than a beginner skier, which skews the trail distribution by ability level to the “Expert” end of the curve. Another consideration is the location of the terrain—beginner terrain needs to be immediately accessible from the lodge or trailhead, so the skier does not need to navigate any difficult trails to access that terrain. Expert trails, on the other hand, can be further from the trail network access point.

## b. Trail System

A Nordic Center’s trail system should be designed to meet the needs of the entire spectrum of ability levels, as well as its particular market. Each trail should provide an interesting experience within the ability level for which the trail is designed. The trail network should provide trails for the full range of ability levels consistent with each ability level’s respective market demand.

If race courses are a component of the trail system, they should be designed to a difficulty level commensurate with the types of event they will host (i.e., a World Cup-level race course is not required nor desirable for local high school and citizens races). Race courses should also be designed with the venue altitude in mind (i.e., a climb that is skiable at sea level may not be skiable at 9000 feet elevation). Additionally, alternative recreational trails should be able to bypass the race course so that events do not interfere with normal business operations.

Optimum trail widths depend on the purpose of the trail and the grooming equipment used, but at a minimum, trails should be 14 feet wide to allow for a single skating lane and a single classic track. If a snowcat is being used for grooming, trails will need to be closer to 16’ wide to allow for safe and effective grooming.

For a Nordic Center to attract skiers, grooming, trail variety, and trail length are all important. Those factors are of greater importance to experienced skiers, especially when there are other Nordic centers in the area that compete for business.



## 2. Mountain Biking Trail Design

### a. Trail Terrain and Technicality

Trail ability level designations in mountain biking should be based on the technical challenge of the trail, rather than the physical exertion required to traverse the trail. The technical measures of difficulty are tread width, tread surface, average trail grades, maximum trail grade, natural obstacles, and technical trail features. However, trail rating is not entirely objective and should consider difficulty relative to local trails, exposure, corridor clearance, and turn radius of trail turns and switchbacks. The International Mountain Bicycling Association (IMBA) also encourages trail users' input and personal experience on the trail to rate the trails. The IMBA trail rating system is provided below. As previously mentioned, additional considerations can compound with the factors below to affect the trail's designation.

TABLE 2-2. MOUNTAIN BIKING TRAIL DESIGN SPECIFICATIONS BY ABILITY LEVEL

	EASIEST	EASY ●	MORE DIFFICULT ■	VERY DIFFICULT ◆	EXTREMELY DIFFICULT ◆◆
Trail Width	72" or more	36" or more	24" or more	12" or more	6" or more
Tread Surface	Hardened or surfaced	Firm and stable	Mostly stable with some variability	Widely variable	Widely variable and unpredictable
Average Trail Grade	Less than 5%	5% or less	10% or less	15% or less	20% or more
Maximum Trail Grade	Max 10%	Max 15%	Max 15% or greater	Max 15% or greater	Max 15% or greater
Natural Obstacles and Technical Trail Features (TTF)	None	Unavoidable obstacles 2" tall or less  Avoidable obstacles may be present  Unavoidable bridges 36" or wider	Unavoidable obstacles 8" tall or less  Avoidable obstacles may be present  Unavoidable bridges 24" or wider	Unavoidable obstacles 15" tall or less  Avoidable obstacles may be present  May include loose rocks  Unavoidable bridges 24" or wider  TTF's 4' high or less, width of deck is less than 1/2 the height  Short sections may exceed criteria	Unavoidable obstacles 15" tall or greater  Avoidable obstacles may be present  May include loose rocks  Unavoidable bridges 24" or narrower  TTF's 4' high or greater, width of deck is unpredictable  Many sections may exceed criteria

The recommended distribution of trail by difficulty designation is highly dependent on the local market, and data on mountain biker visits and ability level has not been collected comprehensively enough nationwide to make exact recommendations. Generally speaking, mountain bikers are similar to Nordic skiers in that the bulk of visitors are of “Intermediate” ability, with “Beginners” and “Experts” forming the tail ends of a bell curve. Similarly, an “Expert” biker will cover significantly more ground in a visit than a beginner skier, which skews the trail distribution to the “Expert” end of the curve. Beginner trails should be immediately accessible from the primary trail network access point, so the biker does not need to navigate any difficult trails to access that terrain. Expert trails, on the other hand, can be further from the trail network access point.

### 3. Multi-Use Trail Design

Summer trails are typically designed for multiple user groups – hikers, runners, and bikers. The design standards listed above for mountain biking and Nordic ski trails are intended to provide an optimized experience for these user groups; however, they are capable of accommodating multiple user groups. PRA trail design standards will also accommodate class 1 eBikes on all trails. Typically, only the most challenging mountain bike trails with narrow treads, steep grades, and technical terrain features would be appropriate to restrict uses to be mountain bike only. The designation of bike only would prevent user conflict as these trails are often ridden directionally. All other trails could be constructed in a fashion that supports multiple user groups.

As the difficulty of hiking trails is based on sustained grades, it is expected that all multi-use trails within the Nordic Center and Peninsula Recreation Area trail network would be suitable easy to intermediate hiking.

As horseback riding is not popular on the Nordic Center and Peninsula Recreation Area, trails are not designed to equestrian trail standards. Opportunities for equestrian use do exist on nearby NFS lands.

## D. BALANCE OF AMENITIES

The master planning process emphasizes the importance of balancing recreational facility development. The sizes of the various guest service functions are designed to match the trail network and expected visitation. The future development of a recreation area should be designed and coordinated to maintain a balance between accommodating guest needs, the capacity of activities (trails and other amenities such as tubing), and the supporting equipment and facilities (e.g., grooming machines, day lodge services and facilities, utility infrastructure, access, and parking).



## E. MULTI-SEASON RECREATION ACTIVITIES

In its existing state, the Nordic Center and Peninsula Recreation Area has abundant opportunities for both winter and summer recreation. The community utilizes the area year-round and Summit County has established itself as a year-round tourism destination. Summer recreational activities (hiking, mountain biking, etc.) are very popular, inclusive activities that motivate many people to visit the area. Nordic skiing and snowshoeing are popular among locals and visitors interested in a different experience. This comprehensive planning process assesses the best approach and program for a suite of multi-season activities and facilities. It incorporates the unique characteristics of the Nordic Center and Peninsula Recreation Area and the surrounding area and guides towards the implementation of new multi-season recreation opportunities.

A strategic approach must be taken to optimize the recreational opportunities across all seasons. This MDP examines the multi-season recreation elements that have the greatest potential for success, the available land for recreation facilities and/or activities, and the operational compatibility with existing or proposed facilities, initial fiscal considerations, and visitation potential. Undertaking such a comprehensive exercise leads to a multi-season recreation program comprised of recreation facilities and/or activities that are suitable for implementation and will align with operational goals and performance expectations.

Providing diverse opportunities to a spectrum of visitors is key to the success of the Nordic Center and Peninsula Recreation Area, which must capitalize on regional and destination tourism markets to reach its full potential as a community resource. Non-downhill skiing and summer recreation activities are, and will increasingly be, attractive these visitor markets as well as many residents of Summit County. Multi-season recreation activities that diverge from the traditional snow sports that are widely available in Summit County tend to attract a more diverse range of guests (e.g., more balanced gender demographics, older median age, and more families) and provide an opportunity for the Nordic Center and Peninsula Recreation Area to differentiate itself from much larger scale recreation providers of the region.

As a year-round recreation destination, the Nordic Center and Peninsula Recreation Area has the opportunity to both provide and promote interactive, educational, natural resource-based recreation activities for all ages and demographics. Increasingly, there is potential to reach a wide range of ages and demographics, including those not currently being reached, through multi-season recreation activities. Activities such as mountain biking and hiking can appeal to adventurous guests, while activities such as tubing and developed camping/day use sites can appeal to a wider spectrum of users seeking natural-resource based recreation. The Forest Service has acknowledged a demonstrated need to encourage the public, particularly youth, to explore the lands within the National Forests. As an identifiable and accessible portal to NFS lands, in close proximity to one of Summit County's population centers, the Nordic Center and Peninsula Recreation Area has a unique opportunity to meet this need through the provision of a range of recreational opportunities experiences suitable to the diverse public groups that live in and visit the area.

At a macro level, the Nordic Center SUP area is designated within the 2002 Forest Plan to have a Recreation Opportunity Spectrum (ROS) setting of “Rural,” which is described as:

*“Predominantly a culturally modified setting where the natural environment has been substantially modified, i.e., structures are readily apparent, pastoral or agricultural or intensively managed, wildland landscapes predominate as viewed from visually sensitive roads and trails. Access is primarily via conventional motorized use on roads. Contact frequency with other users may be moderate to high in developed sites and moderate away from developed sites.”*

The Nordic Center SUP boundary is located within Management Area 8.21 – Developed Recreation Complexes. The 2002 Forest Plan Final Environmental Impact Statement provides the following theme for these NFS lands located in Management Area 8.21:

*“These areas contain developed recreation sites that provide an array of recreational opportunities and experiences in a forested environment. These types of areas also include the surrounding terrain, resulting in an attractive setting for the developments. Theme Areas are managed to provide a variety of recreation opportunities in multiple-site, highly developed recreation complexes.”*

Additional context is provided in the description of Management Area 8.21 and its desired condition:

*“Recreation opportunities occur in an intensively managed, highly regulated environment modified to accommodate a high level of interaction among users. There are few, if any, opportunities for solitude. On-site regulation and control are obvious, but harmonize with the natural setting to the extent possible. Multiple information stations and kiosks provide visitors with area information. Directional and regulatory signs are widely used to identify requirements for use of the area. Entrance stations may be present... Recreation facilities are developed and maintained to provide a variety of high quality recreational experiences in a primarily natural setting. The level of development is commensurate with demand and visitor expectations.”*

At a site-specific level, this MDP takes the existing setting, combined with the anticipated use of the area, to establish finer-grain prescriptions. The summer activity zones identified in the Chapter 5 of this MDP are based on the existing setting and level of development.

Through the planning process, five distinct zones were considered within the Nordic Center and Peninsula Recreation Area. These zones consider several characteristics similar to the ROS, including:

- » *Access* – the number and function of roads within the area
- » *Remoteness* – how far removed an individual feels from human activity
- » *Naturalness* – the extent and intensity of development and disturbance within the area
- » *Infrastructure* – the amount of and proximity to the built environment

Each of these characteristics is to be considered within the context of the Nordic Center and Peninsula Recreation Area as a developed recreation complex. Existing summer recreation and maintenance occurs throughout the Nordic Center and Peninsula Recreation Area.



The Nordic Center SUP area is characterized by either developed and modified areas or areas in close proximity to development, human population centers, and infrastructure. While the settings that exist within the SUP resemble much of what a guest could see and experience in different locations across the WRNF, the Nordic Center and Peninsula Recreation Area is unique in its proximity to the Town of Frisco and Highway 9. The Scenery Management System (SMS) Scenic Integrity Objective (SIO) of the SUP area is officially designated in the 2002 Forest Plan as Low and Moderate. The majority of the peninsula is designated as *Low* and the northern tip is *Moderate*. Those designations are defined as:

*Low – The valued landscape character “appears moderately altered.” Deviations begin to dominate the valued landscape character being viewed but they borrow valued attributes such as size, shape, edge effect, and pattern of natural openings, vegetative type changes or architectural styles outside the landscape being viewed. They should not only appear as valued character outside the landscape being viewed but compatible or complimentary to the character within.*

*Moderate – the valued landscape character “appears slightly altered.” Noticeable deviations must remain visually subordinate to the landscape character being viewed.*

To harmonize with these characteristics, planned activities within this MDP have been designed to correspond with the characteristics of these SIOs. Throughout implementation of the projects discussed in this MDP, the Town of Frisco will work with the Forest Service to exceed these objectives as practicable.



Chapter 3  
**Site Inventory**



# Chapter 3. Site Inventory

## A. TOPOGRAPHY AT FRISCO NORDIC CENTER

The topography at the Nordic Center and Peninsula Recreation Area consists of a mix of flat areas that generally span the length of the peninsula and steeper terrain that surrounds these flats areas and typically extends down to the water's edge. Currently, trails exist on most areas of the peninsula, aside from the steep slopes down to the water's edge. Small ridges, separating the steep and flat areas, run north-south on the peninsula and most trails run in that direction as well, either on top of or along the base of the ridges. The terrain is very flat on the eastern side of the peninsula and hillier up to and between the ridges on the western side.

The highest elevation within the Nordic Center and Peninsula Recreation Area trail network is approximately 9,350 feet amsl, which occurs on the existing Buzzsaw trail. The lowest elevation of the trail network, at the lakeshore perimeter trail, is approximately 9,015 feet amsl. Thus, total vertical drop of the Nordic Center and Peninsula Recreation Area trail network is approximately 335 feet. The Nordic Center building is at approximately 9,070 feet amsl.



Frisco Day Lodge and Nordic Center



## B. SLOPE GRADIENTS AT FRISCO NORDIC CENTER

As discussed in Chapter 2, terrain ability level designations are based on slope gradients and terrain features present within a trail network. Regardless of the slope gradient for a particular trail, if it feeds into a trail that is rated higher in difficulty, its ability level must be rated accordingly. Conversely, if a trail is fed only by trails of a higher ability level than the maximum slope of the trail would dictate, it also must be rated accordingly. Unlike with downhill skiing, Nordic trails and mountain biking trails do not necessarily follow the fall line and can cut across the slope. Further, Mountain bike trails typically avoid the fall line to limit erosion.

Slope gradients at the Nordic Center are depicted in *Figure 2*:

**0 to 10% (0 to 6 degrees):** This gradient is suitable for beginner and intermediate skiing and biking, buildings, and other support facility development. Trails for expert skiers and bikers can include these grades for short sections.

**10 to 20% (6 to 11 degrees):** This gradient is suitable for expert skiers and bikers. Trails for intermediate skiers and bikers can exceed 10% grade for short sections or will need to cut across the hillside. These slopes can typically support some types of development.

**20 to 30% (12 to 17 degrees):** At this gradient, trails for expert skiers and bikers should cut across the hillside as well. Trails for expert skiers and mountain bikers can exceed 20% grade for short sections. It is typically too steep for development.

**30 to 40% (18 to 23 degrees):** All trails will need to cut across the hillside at this gradient.

**40% (>24 degrees):** These areas are typically too steep for trails for any ability level. Trails can cut across the hillside, but it may be difficult to construct such trails.

As displayed in *Figure 2*, a range of slope gradients are present across the peninsula, capable of accommodating trail construction for all ability levels. As shown in *Figure 2*, the majority of the peninsula's terrain is characterized as being suitable for beginner- to intermediate ability levels based on the presence of gradients in the 0 to 10 percent range. As described in the topography section above, the terrain at the Nordic Center is largely characterized by flat terrain with steeper hillsides down to the water, although the area near the water on the eastern side is quite flat. The western side has steeper terrain dropping off the small ridges running north-south, in a few locations steeper than desired for sustainable trail construction. As to specific example locations, consistently beginner-level terrain is found right around the Nordic Center building. Consistent intermediate-level terrain is found in the Jody's Loop area. Consistent advanced-level gradients are very limited, with a few locations found west of Crown Point Road.



## C. SOLAR ASPECT AT FRISCO NORDIC CENTER

Slope aspect plays an important role in snow quality and retention. There are a variety of exposures at the Nordic Center which can have a considerable effect on the quality of skiing on Nordic Center trails, including changes in sun angle, temperature, wind direction, and shadows; slope aspects at the Nordic Center are depicted on *Figure 3*. The effect of these exposures is heightened by the fact that much of the Nordic Center has been clear cut and has very little vegetation to protect snow and guests from the elements. Typical constraints in relation to the various angles of exposure are discussed below:

- » **North-facing:** ideal for snow retention, minimal wind scour, minimal sun exposure
- » **Northeast-facing:** ideal for snow retention, minimal wind scour, minimal sun exposure
- » **East-facing:** good for snow retention, some wind scour, morning sun exposure
- » **Southeast-facing:** fair for snow retention, moderate wind scour, morning and early afternoon sun exposure
- » **South-facing:** at lower elevations, poor for snow retention, moderate wind scour, full sun exposure
- » **Southwest-facing:** poor for snow retention, high wind scour, full sun exposure
- » **West-facing:** good for snow retention, high wind scour, late morning and afternoon sun exposure
- » **Northwest-facing:** good for snow retention, moderate wind scour, some afternoon sun

Given the limited tree cover and strong winds by the reservoir, the peninsula is very exposed and susceptible to wind scour and melt-out. The majority of the terrain at the Nordic Center is west facing, good for snow retention but with high wind scour and sun exposure. The western area of the peninsula below the ridges faces east and the northernmost section of the property has largely north facing terrain. Those aspects tend to retain snow better, with less wind scour and sun exposure. The portions of the peninsula facing south are on the peninsula's southwest corner: Those areas, poor for snow retention, are primarily the slopes above the bike path and extending north into sections of the *Buzzsaw* trail area.



Chapter 4  
**Existing Conditions**



# Chapter 4.

# Existing Conditions

This chapter contains an assessment and analysis of existing facilities and operations at the Nordic Center. Completion of a thorough inventory is the first step in the master planning process and involves the collection of data related to the Nordic Center in its existing state. This includes but is not limited to an inventory of existing trails, facilities, available recreational activities, guest services, parking capacity, general operations and other utilities/infrastructure. This analysis of inventoried data involves the application of industry standards to existing conditions at the Nordic Center. This process allows for the comparison of the Nordic Center's existing facilities to those facilities commonly found at Nordic ski areas of similar size and composition.

Existing facilities are detailed on *Figure 4*.

## A. SUMMARY OF THE EXISTING GUEST EXPERIENCE

The existing guest experience at the Nordic Center and Peninsula Recreation Area is varied. Near the Nordic Center Building, basic accommodations and developed recreational activities are available. As previously described, the intersection of Crown Point Road and Recreation Way is the hub of the Nordic Center and Peninsula Recreation Area's trail network. Once away from the central area, guests typically spread out and utilize the Nordic Center and Peninsula Recreation Area's trail system, wherein the recreational experience becomes much more dispersed. Guests often spend hours exploring the trail system before returning to the Nordic Center Building.

The Nordic Center and Peninsula Recreation Area's facilities provide an experience that is perfectly suitable for both residents of Summit County and out-of-town visitors that are in the area primarily for different recreational attractions. In other words, visitors coming from other parts of the region, country, or world may visit the area with the primary intention of skiing at one of the proximate alpine ski areas, but find themselves in search of alternative recreational activities like Nordic skiing, snowshoeing, tubing or sledding. The Nordic Center and Peninsula Recreation Area does not typically generate visitation from outside the region itself; however, it is part of the broader suite of recreational opportunities that make Summit County a prime destination for those seeking outdoor recreation-centric vacations. Many Summit County vacationers desire recreational alternatives to alpine skiing during their vacation, and in these scenarios, the Nordic Center and Peninsula Recreation Area becomes an ideal destination. For these reasons, the Nordic Center and Peninsula Recreation Area is an exemplary recreational and community asset for both local residents and out-of-town visitors. A five-year average between 2010 and 2016 shows that the Nordic Center received 51,000 winter visits. It is estimated that on peak days, the Nordic Center and Peninsula Recreation Area welcomes approximately 1,100 visitors per day.

During the summer season, the Nordic Center and Peninsula Recreation Area remains a destination for vacationers but is primarily a recreational and community asset for local residents. The trail system and other facilities (e.g., baseball field, disc golf course, multi-purpose field, etc.) provide a diverse range of recreational opportunities throughout the summer. Various programs like the youth summer camps provide another valued community asset (as detailed in the *Programs and Events* discussion).

## **B. WINTER EXPERIENCE**

### **1. Summary of the Existing Guest Experience**

The existing guest experience during winter at the Nordic Center and Peninsula Recreation Area is varied, as guests have many recreational activities to choose from. The following activities are available to guests in the winter:

- » Nordic skiing
- » Snowshoeing
- » Fat-biking
- » Tubing
- » Sledding
- » Sleigh/wagon rides

Nordic skiing, snowshoeing, and fat-biking occur within the Nordic Center and Peninsula Recreation Area's existing trail network. In general, the trail network is adequate but could be enhanced with a number of general routing improvements.

First and foremost, the trail network lacks sufficient looped trails and dedicated connector trails. The current state of trail connectivity means that users often have to utilize out-and-back trails to return to their starting point. It is also important to note that the existing trail network was constructed prior to tree salvage on the Peninsula Recreation Area that followed the mountain pine beetle infestation. Because of the significant number of trees that were killed/removed due to mountain pine beetles, the trail network is now highly exposed to and poorly protected from the elements.

**Table 4-1** includes information on the existing winter trail network, including ability level, user type, and distance of each trail.



**TABLE 4-1. EXISTING WINTER TRAIL NETWORK**

TRAIL NAME	ABILITY LEVEL	USER TYPE (NORDIC, MULTI-USE)	DISTANCE (MILES)
Balfonz Blitz	Expert	Multi-Use	0.5
Buzz Saw Winter	Expert	Nordic	4.0
Cross Over	Intermediate	Multi-Use	0.2
Crown Point Road	Beginner	Multi-Use	2.2
Jody's Loop	Intermediate	Multi-Use	2.0
Perimeter Trail	Beginner	Multi-Use	3.9
Olympian's Link	Expert	Multi-Use	0.4
Rocky's Ride	Expert	Multi-Use	0.5
Reichl's Retreat	Intermediate	Multi-Use	0.4
Switchback	Intermediate	Multi-Use	0.5
Peninsula Road	Beginner	Nordic	1.0
Scenic Loop	Beginner	Multi-Use	0.5
<b>TOTAL</b>			<b>16.1</b>

## 2. Existing Facilities

Certain facilities and infrastructure at the Nordic Center and Peninsula Recreation Area are specifically intended to support winter season activities, including the Nordic Center Building, tubing hill and surface lift, sledding hill, snowmaking system, stables and yurt. Refer to the *Existing Infrastructure* discussion for further information.

## 3. Activities

Winter trail activities at the Nordic Center and Peninsula Recreation Area, such as Nordic skiing, snowshoeing and fat-biking, utilize the trail network described in **Table 4-1**. The recreational experience within the trail network during the winter is considerably more dispersed than that of the non-trail winter activities.

Non-trail winter activities at the Nordic Center and Peninsula Recreation Area consist of tubing, sledding, and sleigh/wagon rides operated by the Two Below Zero Sleigh Ride Company. The recreational experience at the hub of the Nordic Center and Peninsula Recreation Area's trail network (near intersection of Crown Point Road and Recreation Way) often feels busier than it does further out in the trail network, as guests are in close proximity to Highway 9, parking, and a plethora of activities occurring within or near the Nordic Center Building.

## C. SUMMER AND MULTI-SEASON EXPERIENCE

### 1. Summary of the Existing Guest Experience

The Nordic Center and Peninsula Recreation Area currently offers a wide array of recreational activities that can be enjoyed during the spring, summer and fall. Recreational activities available to guests in these months include but are not limited to:

- » Road biking and mountain biking (as well as opportunities for biking on soft surface roadways/Nordic trails)
- » Hiking and trail running
- » Baseball and other field sports
- » Skate park-related activities and BMX biking
- » Disc golf
- » Camping and boating (96-site campground with boat launch)

**Table 4-2** includes information on the existing summer trail network. Please note that most of the summer trails used for mountain biking, hiking, and trail running are also used as Nordic trails during the winter. All summer trails are currently designated as multi-use trails.

TABLE 4-2. EXISTING SUMMER TRAIL NETWORK

TRAIL NAME	ABILITY LEVEL	DISTANCE (MILES)
Balfonz Blitz	Expert	0.5
Buzz Saw Summer	Intermediate	2.5
Cross Over	Intermediate	0.2
Crown Point Road	Beginner	2.2
Jody's Loop	Intermediate	2.0
Perimeter Trail	Beginner	3.9
Olympian's Link	Expert	0.4
Rocky's Ride	Expert	0.5
Reichl's Retreat	Intermediate	0.4
Switchback	Intermediate	0.5
Scenic Loop	Beginner	0.5
<b>TOTAL</b>		<b>13.6</b>



## 2. Existing Facilities

Certain facilities and infrastructure at the Nordic Center and Peninsula Recreation Area are specifically intended to support activities that occur during the summer season, including the baseball field, skate park, disc golf course, multi-purpose field, paved bike path, mountain biking trails, bike park, recreation path, and a 96-site campground with a boat-launch. Refer to the *Existing Infrastructure* discussion for further information.

## 3. Activities

Summer trail activities at the Nordic Center consist of mountain biking, hiking, and trail running, and utilize the trail network described in **Table 4-2**. Road-biking also occurs along a portion of the Summit County Recreation Path that passes by the Nordic Center and Peninsula Recreation Area (not included in **Table 4-2**). As described above for winter trail activities, the recreational experience within the trail network is considerably more dispersed than the experience of non-trail activities.

Almost all of the summer trails are Nordic trails during the winter months, which results in a sub-optimal user experience of the trail network. For example, mountain bikers often seek out flow trails that have more technical features like berms and rollers, but cannot currently find them at the Nordic Center and Peninsula Recreation Area. The user experience during the summer months would be greatly enhanced if summer optimized trails were constructed separate from the Nordic Trails that currently define the trail network during the summer and winter seasons.

Non-trail activities consist of baseball, skating, disc golf, camping and boating, and any other activities that utilize the multi-purpose field.

# D. EXISTING INFRASTRUCTURE

## 1. Town of Frisco Lands

The following infrastructure currently exists at the Nordic Center on private lands owned by the Town of Frisco:

- » Day Lodge – Central hub for youth programs, weddings and other community events (includes a concession stand and is mostly used during the summer)
- » Nordic Center Building – Serves as the welcome center for most winter activities taking place at the Nordic Center
- » Baseball Field
- » Skate Park – Used by skaters, roller-bladers, and BMX-bikers. Includes a concrete pump track (currently being replaced)
- » Tubing Hill and Lift – One of the primary winter activities that locals and visitors alike specifically come to the Nordic Center for. A carpet lift with an approximate hourly capacity of 2,000 people per hour takes tubers to the top of the hill. Groomed regularly. Tubers must use an inflatable tube provided by the Nordic Center.



- » Sledding Hill – As compared to the tubing hill, this is an informal sledding hill. People walk to the top and may use various types of sleds to descend
- » Disc Golf Course – Suitable for all skill levels with great views of Lake Dillon and the Ten Mile Range
- » Snowmaking System – Provides consistent snow cover for the tubing hill and some of the winter trails
- » Yurt – Used as warming hut
- » Winter trails – Trails used for Nordic skiing, snowshoeing, and fat-biking
- » Maintenance Shop – Shop supporting all staff operations
- » Stables – Houses the Two Below Zero Sleigh Ride Company horses
- » Well House – A small building enclosure around a well and its apparatus
- » Multi-Purpose Field – Outdoor field providing for various activities
- » Paved Bike Path – Portion of the Summit County Recreation Path that pass through the Nordic Center and Peninsula Recreation Area
- » Access Road Network – Support operations by providing transport around Nordic Center and Peninsula Recreation Area for staff

## 2. National Forest System Lands

The following infrastructure currently exists at the Nordic Center on publicly owned NFS lands:

- » Winter Use Trails (see **Table 4-1**)
- » Summer Use Trails (see **Table 4-2**)
- » Paved Recreation Path – Portion of the Summit County Rec. Path, adjoining Breckenridge and the Town of Frisco and continuing on to Eagle County; abuts the Nordic Center (forms the southeastern boundary)
- » Access Road Network – Support operations by providing transport around Nordic Center and Peninsula Recreation Area
- » Campground with Boat Launch – Contains 96 campsites and Lake Dillon boat-launch

## E. PROGRAMS AND EVENTS

The Town of Frisco operates events at the Nordic Center on a 5-year event permit (current through 2021), administered by the Forest Service. The following regular programs and special events, which may use both Town of Frisco and NFS lands within the PRA, currently take place at the Nordic Center:

- » Youth Programs – Frisco Fun Club, BOKS Kids Before School Program, Bike Camp, Adventure Camp, H2O Camp, Girls on the Run Camp, Play-Well Lego Camp
- » Mountain Biking, Trail Running, and Nordic Skiing Races – Frisco Triathlon, Mountain Goat Kids Trail Running Series, Annual L.A.P.S. Canine 4K, Dillon Challenge, Run the Rockies Trail Races, Turkey Day 5K; Gold Rush
- » Weddings – Summertime weddings take place on the Peninsula Recreation Area as planned (oftentimes both the Day Lodge and campsites are used)
- » Disc Golf Tournaments
- » Club Meet-Ups, Free Family Fun Fairs, other community events as planned (seasonally dependent)
- » Sleigh/Wagon Rides – Operated by Two Below Zero sleigh rides



Community Events, Races, Youth Programs, Disc Golf

## F. EXISTING GUEST SERVICES, SPACE USE ANALYSIS, & FOOD SERVICE SEATING

Existing guest services include but are not limited to food and beverage options, ski rentals and other retail sales, lockers for gear storage, and a first aid station (refer to **Table 4-3**).

**TABLE 4-3. EXISTING GUEST SERVICES, SPACE USE & FOOD SERVICE SEATING**

FUNCTION	BUILDING/LOCATION	
	DAY LODGE (SQ. FT.)	NORDIC CENTER (SQ. FT.)
Restaurant Seating	1,617	924
Kitchen/Scramble	258	N/A
Bar/Lounge	258	N/A
Restrooms	544	360
Guest Services	430	N/A
Daycare/Nursery	N/A	N/A
Rentals/Repair	N/A	320
Retail Sales	430	N/A
Ticket Sales	430	N/A
Public Lockers	84	N/A
Season's Pass Lockers	N/A	N/A
Safety/First Aid	56	N/A
Administration	N/A	81
Employee Lockers/Lounge	441	N/A
Mechanical (including. furnace)	448	N/A
<b>Total Square Footage</b>	<b>3,950</b>	<b>1,685</b>
Indoor Restaurant Seats*	50	12
Outdoor Restaurant Seats*	22	10
Type of Food Service	Grab-and-go	Grab-and-go



## G. EXISTING PARKING CAPACITY

Existing parking options at the Nordic Center and Peninsula Recreation Area exist at the Day Lodge, Nordic Center, ballfields, and the Dickey Day Use parking lot (refer to **Table 4-4**).

TABLE 4-4. EXISTING PARKING OPTIONS AND CAPACITY

PARKING LOT/ LOCATION	SURFACE	TOTAL ACREAGE	VEHICLE CAPACITY	ESTIMATED GUESTS/ VEHICLE	YEAR BUILT
Day Lodge	Asphalt	0.3	42	3	2009
Nordic	Asphalt	0.3	60	2	2009
Ballfields	Asphalt	0.3	80	2	2009
Dickey Day Use Parking Lot	Asphalt	0.1	18	2	2018

## H. EXISTING OPERATIONS

### 1. Snowmaking Coverage

#### a. Snowmaking System

The snowmaking system at the Nordic Center provides coverage for 12 acres, which includes both the tubing hill and select Nordic trails, proximate to the Nordic Center. The average depth of snowmaking coverage required for these operations is 3 feet. The snowmaking system is supported by a pump house built in 2010 (350 square feet) that also serves as a plumbing shop.

Snowmaking infrastructure includes two air/water guns, four fan guns, and two tower guns, all of which are supported by seven 3-inch manual hydrants.

#### b. Water Supply

The Town of Frisco has allocated 35 acre-feet of water per year to the Nordic Center and Peninsula Recreation Area for snowmaking, which is used for both the tubing hill and Nordic trails. Refer to **Table 4-5** for statistics on water consumption and snowmaking between 2013 and 2016.

TABLE 4-5. WATER CONSUMPTION AND SNOWMAKING STATISTICS

SEASON	WATER CONSUMPTION (ACRE-FEET)	TOTAL SNOW PRODUCED (ACRE-FEET)
2013/14	30	59
2014/15	27	53
2015/16	21	41

## 2. Grooming

Grooming is a critical operation for any Nordic ski area. The goal of grooming operations is to provide optimal skiing conditions in light of snow and other weather-related factors. More specifically, grooming aims to produce a firm, durable base for skiing that is both resistant to breakdown from repeated use and less prone to melting and degradation.

A snowcat is equipped with various attachments to either groom smooth lanes for skate skiing or to set classic tracks. Techniques and tools used depend largely on the condition of snow, ranging between freshly-fallen powder to congealed, tough ice.

The Nordic Center's grooming fleet consists of two snowcats: one for the tubing hill and one for the Nordic Center. On average, 7 acres at the tubing hill and 28 acres at the Nordic Center are groomed nightly. A typical grooming shift lasts approximately two hours for the tubing hill and six hours for the Nordic Center.

Currently, grooming operations at the Nordic Center and on the Peninsula Recreation Area are difficult to conduct because of the existing layout of trails. The same inefficiencies associated with the trail network that were described above (i.e., limited looped and dedicated connector trails) cause inconveniences for grooming operations.

## 3. Maintenance Facilities

A maintenance shop built in 2015 (4,200 square feet) serves as a storage facility, carpentry shop, and for lift operations maintenance.



Frisco Bike Park and Wagon Rides



Chapter 5  
**Upgrade Plan**



# Chapter 5.

# Upgrade Plan

This MDP has been prepared in compliance with the terms and conditions of the Forest Service-issued 40-year Term SUP for the Nordic Center. As stated previously, Forest Service acceptance of this MDP does not convey approval of any projects contained herein. Implementation of any projects on NFS lands within the Nordic Center SUP area is contingent upon site-specific environmental review and approval in accordance with NEPA. Planned projects contained in this MDP are conceptual in nature and may be refined in the future, as long as the original intent of a planned project is maintained.

This upgrade plan focuses on enhancing the guest experience through a series of improvements to the winter and summer trail networks.<sup>2</sup> Improvements to the trail networks, facilities, and suite of multi-season activities described in this section include:

- » A conceptual Nordic ski trail network approximately 15.1 kilometers (9.3 miles) in length, including new trail construction, trail re-routes, and strategic connectors. Fat bike trails are also included in the winter upgrade plan, depicted on *Figure 5*.
- » A conceptual mountain biking and multi-use trail network approximately 24.1 miles in length, including new trail construction, trail re-routes, and strategic connectors suitable for varying ability levels, depicted on *Figure 6*.
- » Ancillary summer and multi-season guest services projects, including multi-purpose gathering sites, trail bridges, warming huts, and toilets. Specific locations have not been identified.
- » Non-trail winter and multi-season activities (e.g., boulder play area, biathlon range, and ice pond). These activities would be located according to summer zone designations; please refer to *Figure 8*, which depicts summer zone designations.
- » The continuation of year-round buck and rail fence construction, strategic tree planting and bi-annual tree removal in the NE quadrant of the PRA, in conjunction with Denver Water and the Forest Service. Tree removal will begin on the southernmost portion of the zone and will progress northward.
- » Pending future environmental analysis under NEPA, the Nordic Center's SUP area will be expanded to include the area between Highway 9 and the Recreation Path; this connecting parcel will allow for the extension of the winter and summer trail networks. Please refer to the attached *Figures 5 through 8*, which identify the proposed SUP boundary adjustment.

---

<sup>2</sup> All trails presented here are conceptual and are subject to change during site-specific planning and layout.



It is anticipated that many projects, particularly trail construction, improvement, and reclamation projects, could be implemented immediately following MDP acceptance and NEPA analysis; however, this upgrade plan presents a vision for the Nordic Center that could be implemented incrementally for approximately ten to fifteen years after the MDP is accepted.

The Nordic Center strives to exceed its goals and objectives for providing its guests with world class experiences; however, there are numerous known deficiencies in the recreational opportunities available during the winter and summer seasons, many of which were identified by community members during the public outreach process for this MDP. The upgrade plan was developed to address these deficiencies. Beyond just addressing these deficiencies, the summer and winter event and facility upgrades detailed in this MDP will also enable the PRA to host national and international events in multiple sports.

No changes to grooming, maintenance facilities, utilities, or communications are included in this MDP.

## A. UPGRADED WINTER TRAIL NETWORK

The intent of the upgraded winter trail network is to improve the existing trail network that users are familiar with. It strives to bolster the existing trail network with segments of new trail, for a ski experience that provides variety for locals but is easily navigated by visitors.

The upgraded winter trail network is summarized in **Table 5-1**.

TABLE 5-1. UPGRADED WINTER TRAIL NETWORK

CONSTRUCTION OPERATION	TOTAL DISTANCE
Existing trails to be retained	15.6 miles
Existing trails to be closed	0.5 mile
New trail construction	9.3 miles (including loop behind the Day Lodge)

With the exception of Olympian's Way, few of the existing winter trails were designed for recreational use. For example, trails such as *Jody's* and *Buzzsaw* are primarily old logging roads and many of these trails have never had rocks removed or camber corrected with machinery. With the loss of trees and resulting loss of snow, sections of these trails are no longer skiable with low snow. In order to be skiable for the majority of winter months, many existing trails will require a mix of trail bed work, re-alignment and natural buck and rail snow fencing.



To address specific deficiencies in the existing trail network, the development of conceptual Nordic trails adheres to the following principles, in addition to the Design Criteria presented in Chapter 2:

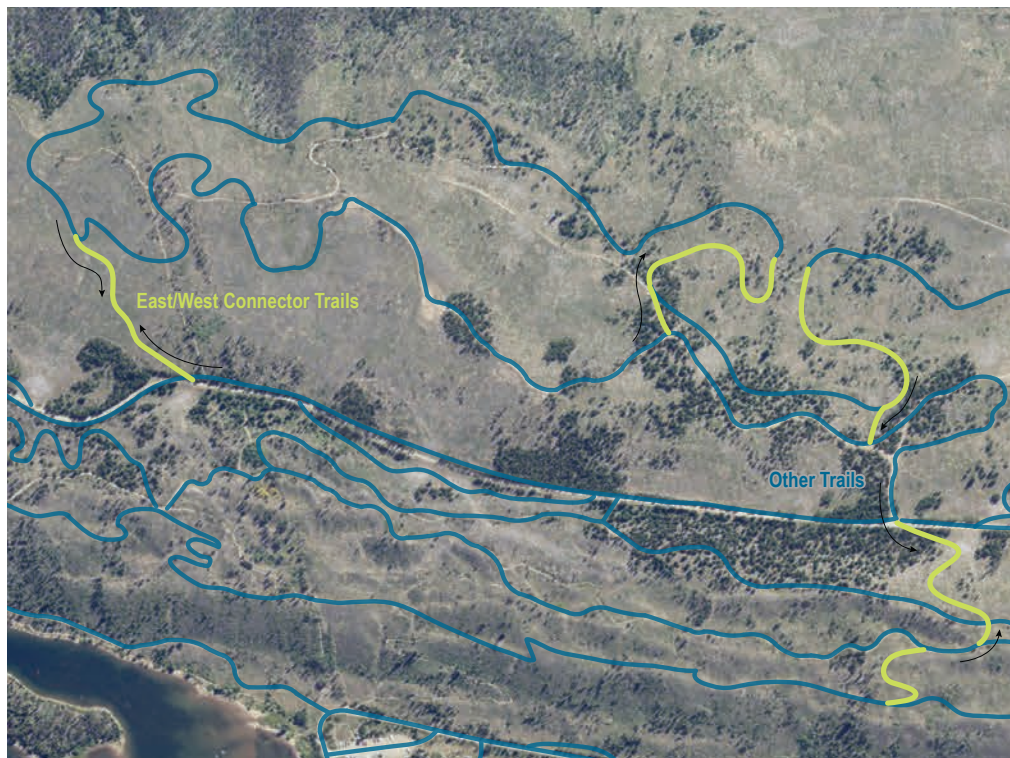
1. *Shift sections of Nordic trails West of the Nordic Center to a more east-west orientation to better use natural terrain features on the peninsula. This new alignment will also create a denser 3 kilometers early season snowmaking loop that will require fewer hours to cover (expanding to 5 kilometers by 2021).*
2. *East-west connectors in the areas of Jody's and Buzzsaw will shift the trail configuration toward a "stacked loop" configuration and provide many more options for skiers.*
3. *Make key intermediate trails that utilize existing road beds less linear, and thus more engaging for Nordic skiing.*
4. *Preserve and upgrade existing trails consistent with the expressed wishes of Summit County residents.*
5. *Utilize as many existing trail segments as possible without compromising the above objectives.*

---

*An example of an East-West Connector Trail*

*These trails provide loop-skiing opportunities and better utilize the Peninsula's natural topography.*

---



## 1. Nordic Ski Trails

According to these principles, the conceptual Nordic ski trail network contains approximately 15.1 kilometers (9.3 miles) of trails. Conceptual trails include realignments of existing trails, trail segments that provide access to new areas of the peninsula, and strategic connections to enhance navigability and the guest experience. When compared to the existing trail network, conceptual trails would accentuate the terrain available on the peninsula and provide challenging but gratifying experiences for many ability levels. The conceptual trail network is displayed on *Figure 5*.

## 2. Race Loop

Although the conceptual Nordic ski trail network as a whole could be utilized for racing, this plan includes a race-specific loop approximately 3 kilometers (1.75 miles) in length in the vicinity of the existing tubing hill and access to snowmaking. Public outreach identified the need to provide a race-specific loop at the Nordic Center that could be used for training programs and hosting events. The race loop would be located on a hill with approximately 100 feet of vertical relief, and could include steep climbs, technical descents, and other unique training features. The race loop would be easily accessible from the existing Day Lodge.

## 3. Fat Bike Trails

In recent years, Nordic ski trail networks have become de facto fat biking destinations, due to the suitable riding surface they provide. Many Nordic skiers express discontent with fatlike use of trails groomed for Nordic skiing, due to the potential for trail conflicts, trail surface degradation, and other factors. In order to best accommodate the Nordic skiing and fat biking public, the winter upgrade plan includes approximately 7.5 miles of conceptual fat bike trails, which would be groomed over-snow by snowmobiles. Fat bike trails are designed to intersect perpendicular to Nordic ski trails to the greatest extent possible, rather than following the Nordic ski trail surface, to decrease the potential for trail conflicts.





## B. UPGRADED SUMMER TRAIL NETWORK

The conceptual summer trail network consists of 24.1 miles of mountain biking and multi-use trails, planned in order to address deficiencies in the existing trail network identified in Chapter 4. The conceptual trail network was designed to provide summer users with a trail network of their own, through the improvement of existing trails and the development of new trails using current trail design techniques. Trails will be located throughout the Nordic Center and Peninsula Recreation Area as shown on *Figure 6*.

The upgraded summer trail network is summarized in *Table 5-2*.

TABLE 5-2. UPGRADED SUMMER TRAIL NETWORK

CONSTRUCTION OPERATION	TOTAL DISTANCE
Existing trails to be retained	11.4 miles
Existing trails to be closed	2.2 miles
New trail construction	17 miles (excluding proposed bike skills park)

New trails will enhance the recreation experience by providing loop opportunities, enhanced connectivity, facilitating access to previously undeveloped areas of the peninsula, and providing experiences for a variety of ability levels. New trail configuration and design seeks to satisfy the following user group and purposes:

- » **Local/frequent users:** the Nordic Center and Peninsula Recreation Area's increased connectivity to the rec path via two tunnels will significantly increase the number of multiple weekly visits by residents for "lunch runs/rides". The new trail configuration with key "cloverleaf" junctions allows for hundreds of variations in loops to keep locals entertained for years of use.
- » **Visitors:** will find concise signage for loops with noted distance and difficulty. Visitors would also benefit from new trail configuration described under local/frequent users discussion.
- » **Events:** new "cloverleaf" junctions will allow for running, multisport and cycling events to be run on the Nordic Center and Peninsula Recreation Area without having to close significant amounts of area to visitors. The new trails combined with existing double track roads will also increase the quality of event courses. Improvements to existing trails include rock pulling, branch trimming, and some tree removal to improve sight lines. All trails will be open to multiple uses, with the exception of directional advanced mountain bike trails (0.6 mile total). Additionally, a mountain bike skills park is planned to provide a platform for first-time and beginner-level riders to learn the skills and develop the confidence necessary to progress in the sport.
- » **Picnic tables/platforms:** may be placed in select locations in zones one and two. These amenities would encourage and define a destination (for day hikers in particular) and draw visitors to accessible and scenic locations.
- » **Access Points:** the majority of the conceptual trail network will cater to intermediate-level mountain bikers, including eBike riders (refer to *Table 5-3*). The network is designed around the Dickey Day trailhead parking lot and Day Lodge area, which are intended to be the major access points for users.

The majority of the conceptual trail network will cater to beginner and intermediate mountain bikers (refer to **Table 5-1**). The network is designed around The Dickey Day trail head parking lot and Day Lodge area as the major access points for users. Two secondary trail heads include the “Old Dickey Day Trailhead” (accessed from the multi-use path) and the boat launch parking lot. Users can access beginner or intermediate trails from all trailheads. As discussed Chapter 4, most of the existing trails at the Nordic Center are actually Nordic trails, which provide a cross-country trail riding experience. While cross-country trail riding experiences are still highly desirable, a growing percentage of the Nordic Center and Peninsula Recreation Area’s guests are gravity/enduro riders. As such, two directional, advanced trails are included to accommodate this growing segment of usership. Directional trails are also strategically placed in high-use areas of the Nordic Center and Peninsula Recreation Area to reduce up/down user interaction on adjoining trails.

**TABLE 5-3. UPGRADED SUMMER TRAIL NETWORK ABILITY LEVEL DISTRIBUTION**

ABILITY LEVEL	LENGTH (MILES)
Easiest	8.6 <sup>a</sup>
Intermediate	14.1
Advanced	1.0
<i>Directional, Bike-Optimized</i>	0.6
<b>Total</b>	<b>24.1</b>

**Notes:**

Trail ability level ratings are based on the mountain bike experience; however, all trails, with the exception of the mountain bike optimized directional trails, will be open to multiple uses.

<sup>a</sup> Does not include the mountain bike skills park, which is depicted as a zone.

The easiest ability level trails will be located on the perimeter of the peninsula. Easiest trails (including existing dirt roads) also bisect the Nordic Center and Peninsula Recreation Area and allow for users to shorten or expand loops. Intermediate trails traverse the interior of the peninsula, incorporating additional elevation gain/loss and some technical terrain features. Advanced trails will be steeper, incorporating additional technical terrain features and elevation loss/gain. Only the directional, advanced trails will be bike-optimized. The other trails will be constructed to mountain biking trail design standards; however, they will be suitable for a variety of uses.

Overall, these upgrades will increase opportunities for guests to explore NFS lands within the Nordic Center SUP area and within the Peninsula Recreation Area as a whole during the summer season and will promote the development of new riders. Interpretive signage could be located along planned trails to promote stewardship of surrounding natural resources.



## C. TRAIL INTERFACE AND CONNECTIVITY

### 1. Interface between Winter and Summer Trails

Winter trails with no existing single-track or double-track will be closed to summer use with the installation of seasonal signage. An example is the improved section of *Lower Buzzsaw*. The majority of new Nordic trails will not have a single-track component and will not require signs to limit access.

In the area of *Jody's East* and *West*, as single-track alternatives and additions are built, the current double-track width trail bed will be improved for Nordic use and these sections would be closed to summer access with seasonal signs.

Please refer to *Figure 7*, which shows both the winter and summer upgrade plans.

### 2. Planning Area 4 and Connectivity to Frisco

Planning Area 4, a planning area identified in the *Town of Frisco 2017 Trails Master Plan*, encompasses the area to the south and west of the PRA. Planning Area 4 includes Mount Royal, Miner's Creek, Rainbow Lake, Ophir Mountain and Gold Hill. These popular areas are located on NFS lands and are each central community recreation destinations. They are characterized by a naturally-forested backcountry character that is in close proximity to the Town of Frisco, in contrast to the developed recreational experience available within the PRA. The overarching goal for Planning Area 4 is to have a connected, maintained, and legitimized (via partnership with the Forest Service) natural trail system in Frisco's backyard, that connects Mountain Royal, Miner's Creek, Rainbow Lake, Ophir Mountain, Gold Hill, etc. with the PRA.

Beyond the current PRA, the Town of Frisco has expressed interest in planning, building and managing both winter and summer trails on the south side of Highway 9. All trails and potential infrastructure projects contained in this MDP are complementary to a connected trail network within Planning Area 4. Town of Frisco will engage with the Forest Service to explore opportunities in this area.



Illustration 1. Town of Frisco 2017 Trails Master Plan Planning Area Overview Map

## D. NON-TRAIL AND FACILITY UPGRADES

In addition to the winter and summer conceptual trail networks, several additional facilities, infrastructure, and activities are proposed for potential implementation at the Nordic Center over the next fifteen years (refer to **Table 5-4**). The Town of Frisco will work with the Forest Service to further develop these concepts and ensure compliance with relevant Forest Service direction. Specifically, any facilities constructed on NFS lands will comply with guidelines of the Built Environment Image Guide.<sup>3</sup>

The specific locations of these facilities, infrastructure, and activities were not identified for this MDP, but would be determined based on their consistency with the summer activity zones introduced in Chapter 2. Access, remoteness, naturalness, and infrastructure were considered to define the summer and multi-season setting and guest experience within different landscapes on the Peninsula Recreation Area. Five zone designations are possible; however, only zones 1 and 2 (those zones containing the highest levels of development) are present on the Peninsula Recreation Area (refer to **Figure 8**).

TABLE 5-4. GUEST SERVICES FACILITIES UPGRADE PLAN

LAND OWNERSHIP	TYPE	FACILITY	APPROPRIATE SUMMER ZONE
Forest Service (Zone 2 and 3, as applicable to summer activities)	Facilities	Viewing deck/pavilion Backcountry yurts/cabins Warming hut Picnic tables/platforms Trail bridges from top of tubing hill to Dickie trailhead Composting toilets	Zones 2 or 3 Zones 2 or 3 Zones 2 or 3 Zones 2 or 3 Zone 2 Zone 2
	Infrastructure/ Activities	Expanded disc golf course Yurt/hut	Zone 2 Zones 2 or 3
Town of Frisco (Zone 1, as applicable to summer activities)	Facilities	Expanded Nordic lodge, potentially in new location Outdoor amphitheater Storage/office building Pay-to-use pavilion Skate Park Lot (capacity 60 cars) Nordic Lot south (capacity 30 cars) Pump House Diagonal Lots (capacity 18 cars)	Zone 1 Zone 1 Zone 1 Zone 1 Zone 1 Zone 1 Zone 1
	Infrastructure/ Activities	Boulder play area (rock climbing) Additional athletic field or court Skate park rebuild Biathlon range Picnic area Ice pond for pond hockey Boardwalk to marina Ski jump Bike path additions and upgrades Dog park Boat Launch/rental upgrades Year-round campground upgraded and operated by Town of Frisco	Zone 1 Zone 1 Zone 1 Zone 1 Zone 1 Zone 1 Zone 1 Zone 1 Zone 1 Zone 1 Zone 1 Zone 1

<sup>3</sup> The Built Environment Image Guide provides design guidance for structures located on NFS lands. The Frisco Nordic Center is located in the Rocky Mountain Province.



## 1. Zone 1

### a. Setting

Private lands at the Peninsula Recreation Area were designated as Zone 1. The proposed expansion of Zone 1 would encompass both Forest Service and Town of Frisco lands.

The existing setting of Zone 1 is highly developed and disturbed. Services and activities in Zone 1 include food and beverage operations, shelter and emergency services, restroom facilities, landscaped areas, and other activities. Within Zone 1, the built environment dominates the landscape. Within the context of the overall SUP area, the following summarizes the setting in Zone 1:

- » Road access and roads are prevalent;
- » Considerable human activity occurs within and proximate to this setting—there is little to no feeling of remoteness;
- » Terrain modifications (ground disturbance and vegetation removal) dominate the area; and
- » Infrastructure, including buildings, are present.

### b. Desired Experiences

Within Zone 1, guests are expected to encounter a high concentration of other guests. The level of development will reflect the current setting and function of these areas as hubs of activity and portals to NFS lands. Zone 1 abuts Zone 2 on the fringes of developed areas. This allows guests to experience a gradual transition between the built environment (Zone 1) and more-natural areas that still contain activities and facilities blending with the area's natural setting (Zone 2). Zone 1 will offer interpretive opportunities in a developed setting, with goals of enhancing guests' understanding of the natural environment as they prepare to venture into less-developed areas.

Please note that with the anticipated increase in year-round users, additional parking options have been identified. In particular, the Skate Park Lot, Nordic Lot South, and Pump House Diagonal Lots are identified in **Table 5-4**. It is estimated that for each of these parking areas, there would be an average of two to three guests per vehicle. All additional parking would exist within Town of Frisco lands.

## 2. Zone 2

### a. Setting

The majority of NFS lands within the Nordic Center SUP were designated as Zone 2.

The existing setting of Zone 2 is less disturbed when compared with Zone 1. This zone provides more naturalness due to a lesser degree of disturbance from the surrounding area and greater degree of separation from existing infrastructure. Within the context of the overall SUP area, the following summarizes the setting in Zone 2:

- » Road access and roads are present;
- » Human activity (people recreating) occurs within and proximate to this setting—there is little feeling of remoteness;



- » Terrain modifications (ground disturbance and vegetation removal) are evident in the area, but past disturbance blends with the landscape; and
- » Infrastructure, including buildings, are present.

## b. Desired Experiences

Most guests will access Zone 2 from Zone 1. In moving between these zones, guests will transition from the built environment to a setting characterized by both developed and passive activities proximate to existing infrastructure and facilities, but still offering a more-natural feel (i.e., trails). Zone 2 provides the initial opportunity for guests to learn about and engage in their natural surroundings through hands-on recreational, interpretive, and educational offerings. Thus, areas within Zone 2 serve as transitional zones, encouraging guest exploration into more natural portions of the National Forest in a setting that still feels comfortable for less-experienced Forest users.

## 3. Zone 3

### a. Setting

At the northern extent of the Nordic Center's SUP boundary there is a small area designated as Zone 3. The boundary of this zone is consistent with the Forest Service SIO designation of "moderate" for this area (refer to Chapter 2 for a discussion of SIO designations).

The setting of Zone 3 contains areas of disturbance from the existing trail network but is largely unaltered. In this area, guests can find a greater degree of remoteness and naturalness than anywhere else on the peninsula. Within the context of the overall SUP area, the following summarizes the setting in Zone 3:

- » Road access and roads are present, but limited to certain areas;
- » Human activity (people recreating) can be seen but is at a lower density than could be found in other portions of the SUP area—a stronger feeling of remoteness is present;
- » The area is moderately disturbed by Nordic Center operations, including vegetation removal from trail development and some ground disturbance; and
- » There is no existing infrastructure in this area.

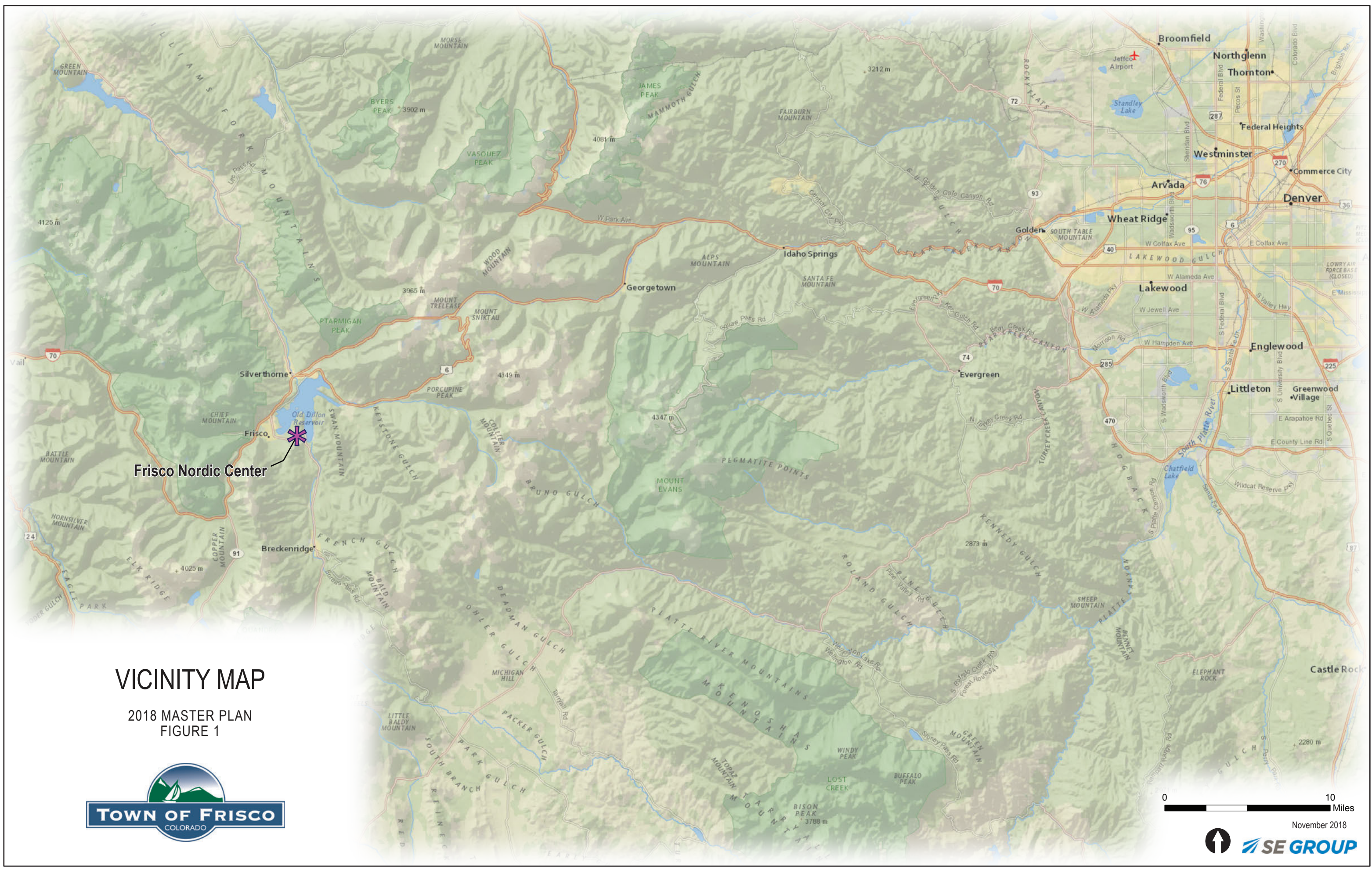
## b. Desired Experiences

Guests will initially experience Zone 3 via a hike or ride from Zone 2. Once in Zone 3, guests will have a variety of opportunities to engage in their surroundings in a more natural and remote environment and will be treated to expansive views across Lake Dillon to the North.

As depicted in *Table 5-4*, there are a number of facilities that are appropriate for Zone 3; however, implementation of these facilities should maintain a low density within this zone. While each of these facilities may be appropriate individually, the cumulative impact of implementing each facility noted as appropriate for Zone 3 could create a density of infrastructure inconsistent with the desired experience for this zone. Development in Zone 3 should support dispersed recreation and naturalness currently available in this extent of the Nordic Center's SUP boundary.



# Figures



Frisco Nordic Center

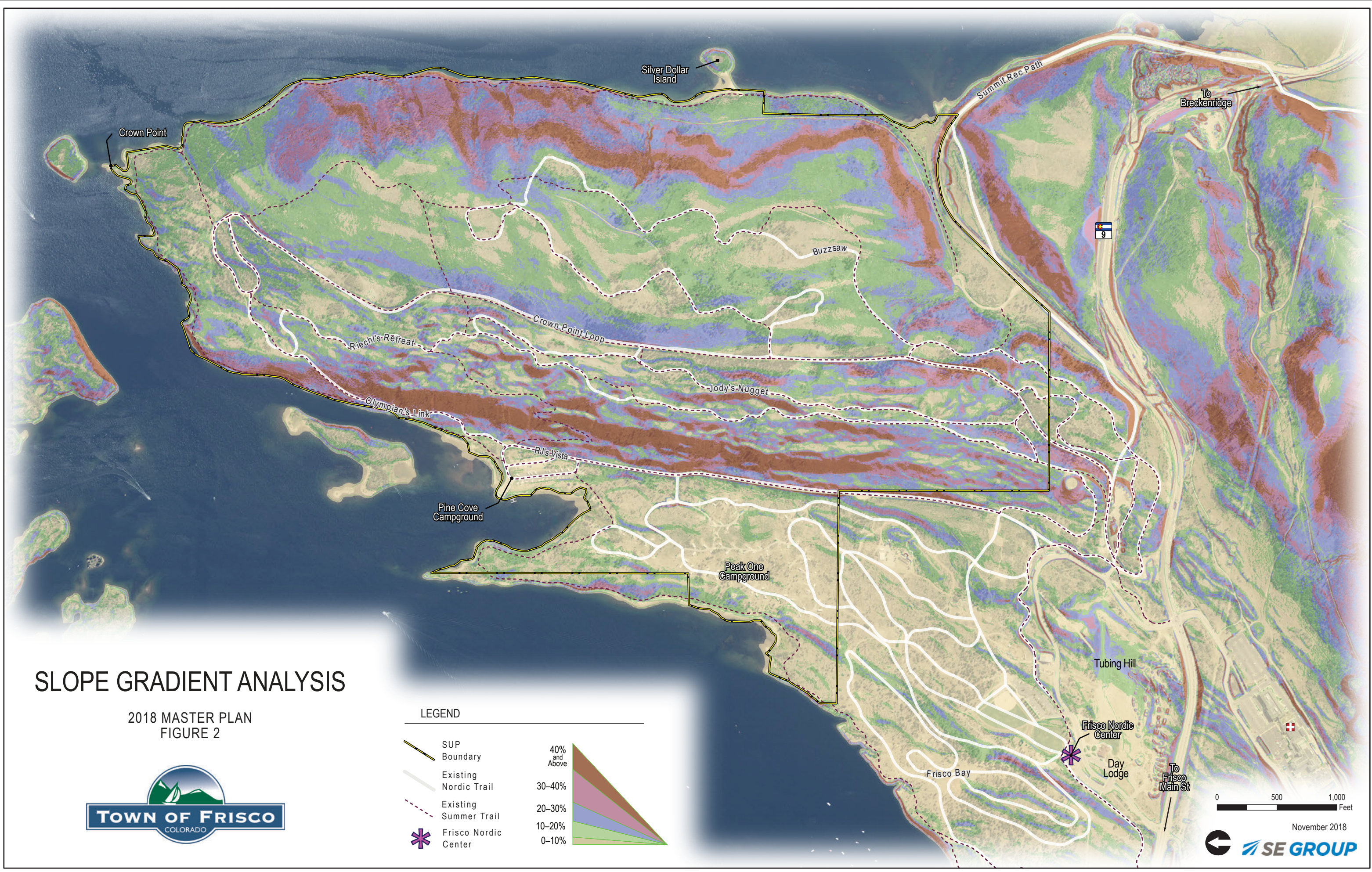
# VICINITY MAP

2018 MASTER PLAN  
FIGURE 1



November 2018





# SLOPE GRADIENT ANALYSIS

2018 MASTER PLAN  
FIGURE 2



**LEGEND**

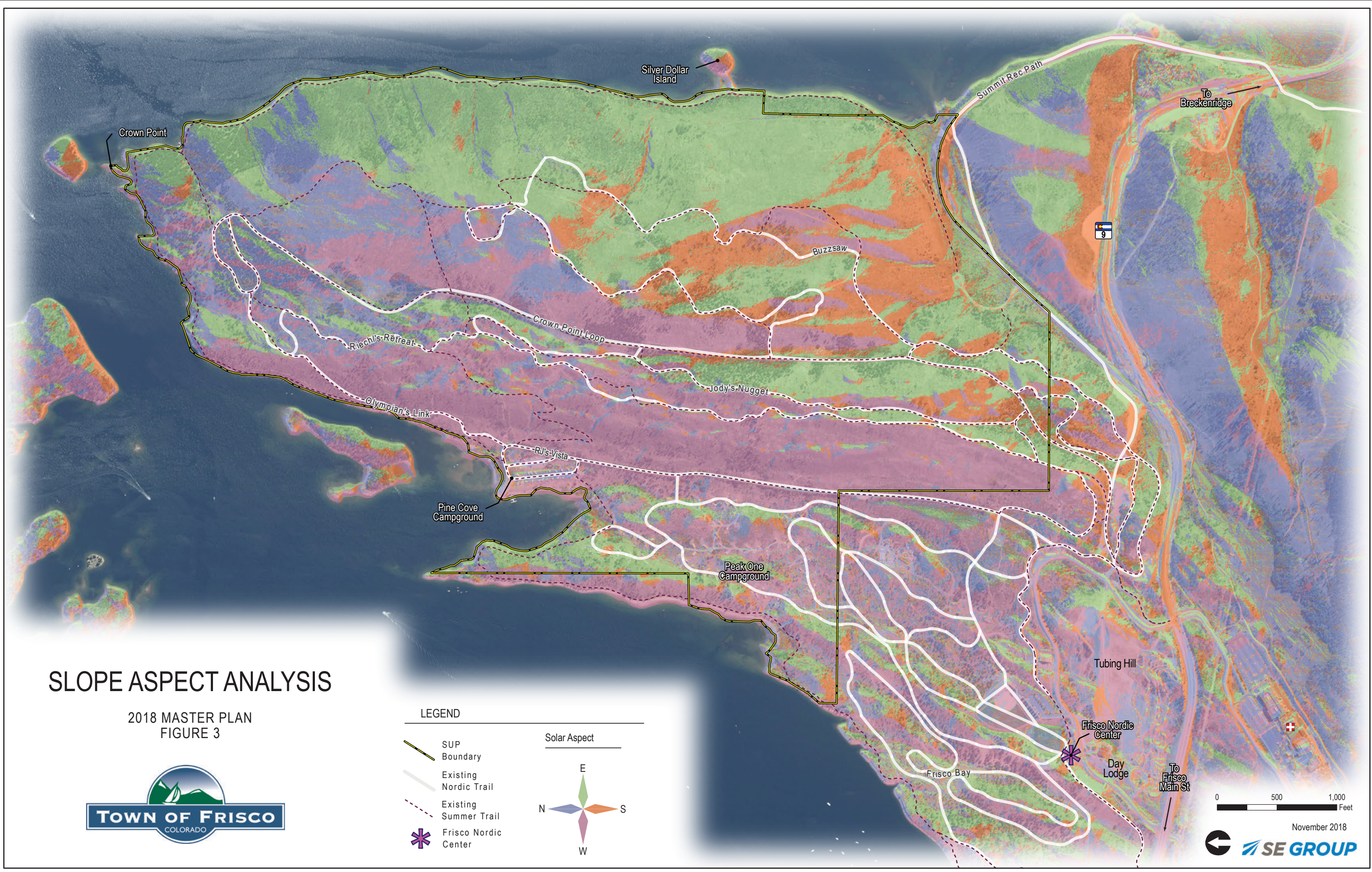
- SUP Boundary
- Existing Nordic Trail
- Existing Summer Trail
- Frisco Nordic Center

40% and Above	
30-40%	
20-30%	
10-20%	
0-10%	



November 2018





# SLOPE ASPECT ANALYSIS

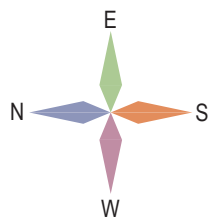
2018 MASTER PLAN  
FIGURE 3



## LEGEND

- SUP Boundary
- Existing Nordic Trail
- Existing Summer Trail
- Frisco Nordic Center

## Solar Aspect



November 2018





# EXISTING CONDITIONS

2018 MASTER PLAN  
FIGURE 4



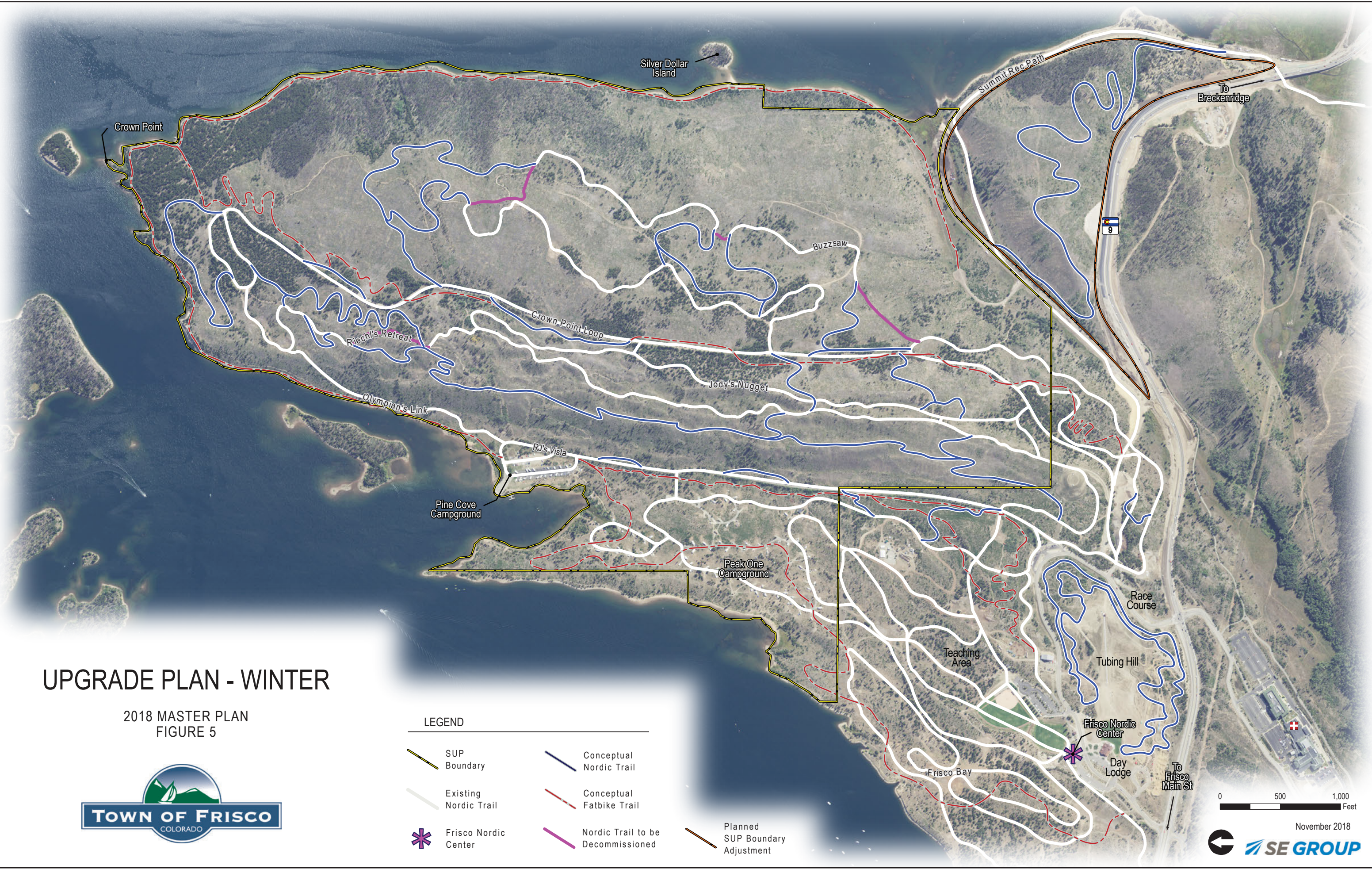
### LEGEND

-  SUP Boundary
-  Existing Summer Trail
-  Existing Nordic Trail
-  Frisco Nordic Center



November 2018





# UPGRADE PLAN - WINTER

2018 MASTER PLAN  
FIGURE 5



### LEGEND

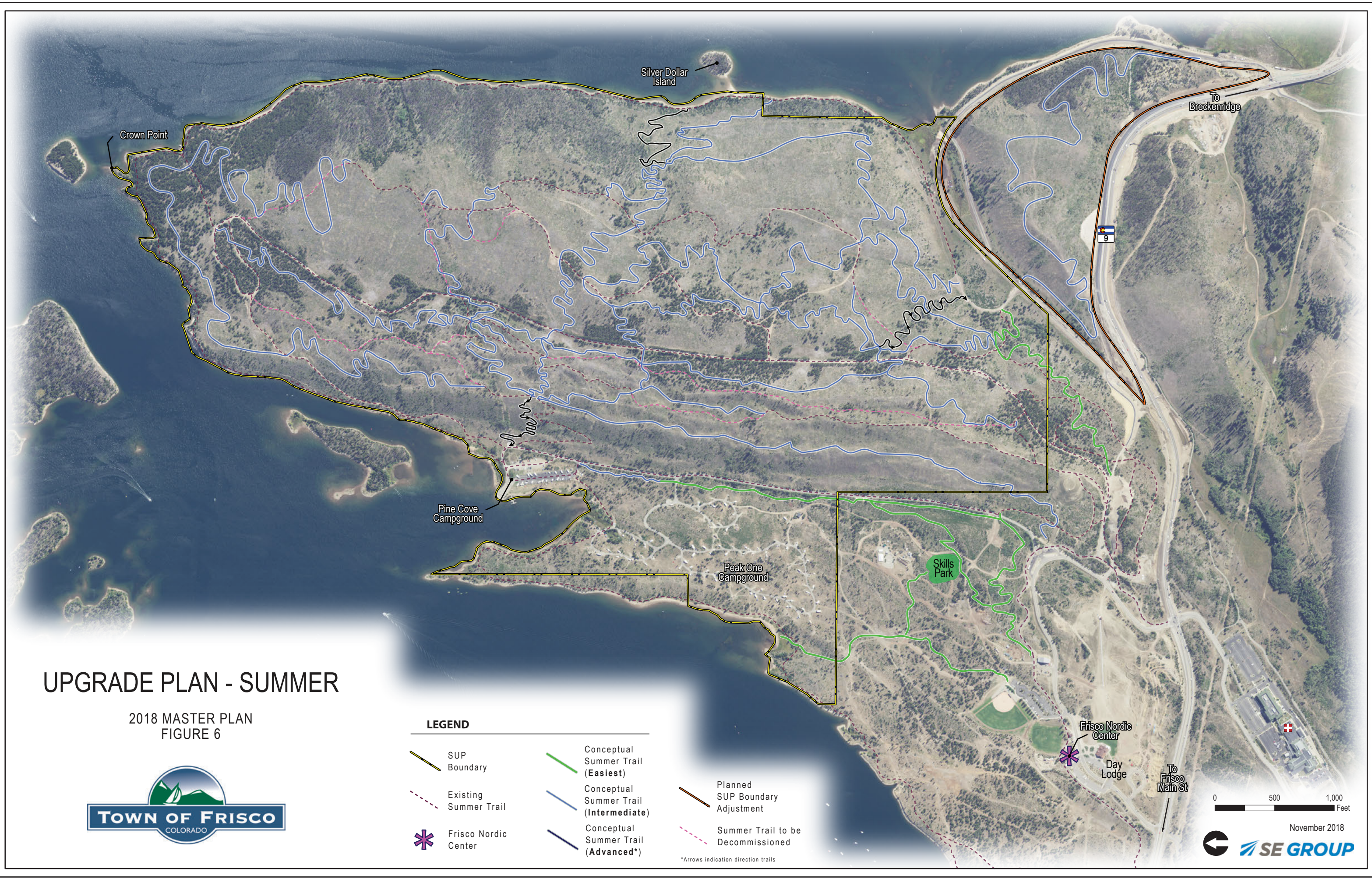
- SUP Boundary
- Conceptual Nordic Trail
- Existing Nordic Trail
- Conceptual Fatbike Trail
- Frisco Nordic Center
- Nordic Trail to be Decommissioned
- Planned SUP Boundary Adjustment

0 500 1,000 Feet

November 2018







# UPGRADE PLAN - SUMMER

2018 MASTER PLAN  
FIGURE 6



### LEGEND

- SUP Boundary
  - Existing Summer Trail
  - Frisco Nordic Center
  - Conceptual Summer Trail (Easiest)
  - Conceptual Summer Trail (Intermediate)
  - Conceptual Summer Trail (Advanced\*)
  - Planned SUP Boundary Adjustment
  - Summer Trail to be Decommissioned
- \*Arrows indication direction trails



November 2018



# UPGRADE PLAN - OVERALL

2018 MASTER PLAN  
FIGURE 7



## LEGEND

- SUP Boundary
- Existing Nordic Trail
- Existing Summer Trail
- Frisco Nordic Center

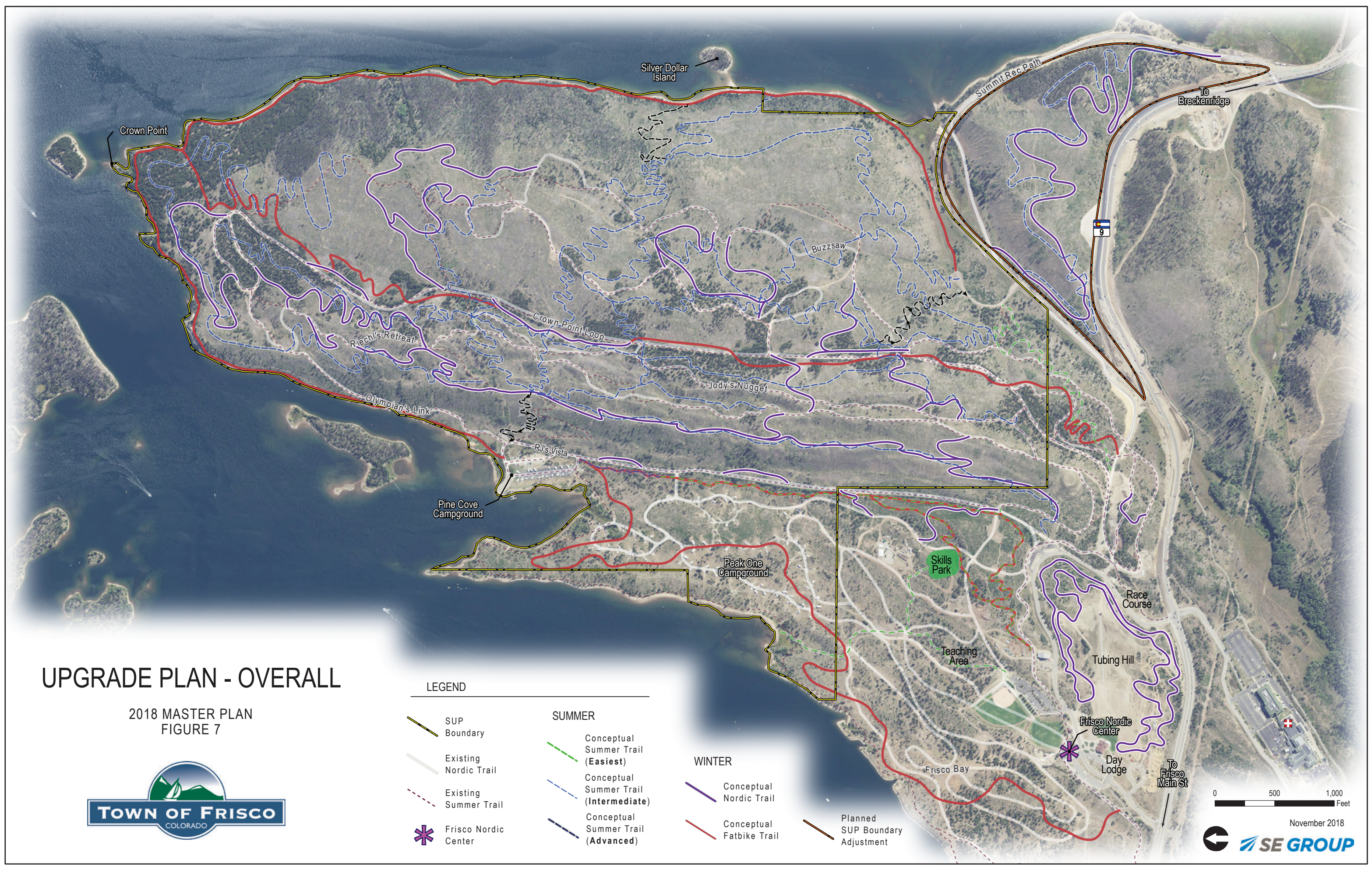
- ### SUMMER
- Conceptual Summer Trail (Easiest)
  - Conceptual Summer Trail (Intermediate)
  - Conceptual Summer Trail (Advanced)

- ### WINTER
- Conceptual Nordic Trail
  - Conceptual Fatbike Trail

- Planned SUP Boundary Adjustment



November 2018



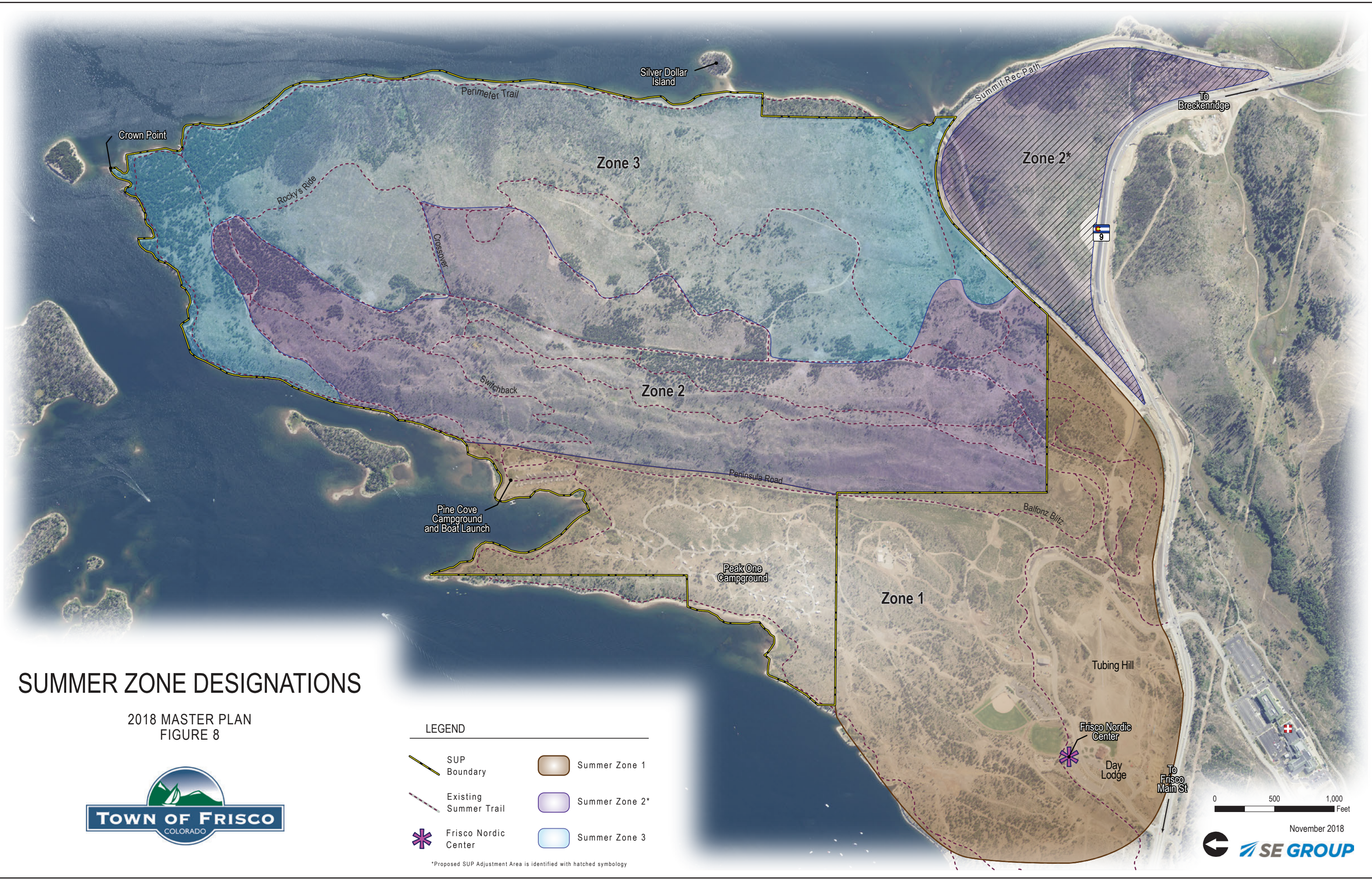
# SUMMER ZONE DESIGNATIONS

2018 MASTER PLAN  
FIGURE 8



LEGEND	
	SUP Boundary
	Existing Summer Trail
	Frisco Nordic Center
	Summer Zone 1
	Summer Zone 2*
	Summer Zone 3

\*Proposed SUP Adjustment Area is identified with hatched symbology



November 2018





MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: VANESSA AGEE, MARKETING AND COMMUNICATIONS DIRECTOR**  
**RE: JULY 4<sup>TH</sup> FIREWORKS**  
**DATE: JANUARY 16, 2019 (FOR JANUARY 22, 2019 TC MEETING)**

**Background:**

Frisco's Fabulous 4<sup>th</sup> July celebrations have traditionally started with a fishing derby and ended with a fireworks display at 9:30 pm over Dillon Reservoir. Fireworks are an expected staple of patriotic celebrations around the country, and it is apparent through observation that visitors and locals alike do not stay in town at the usual levels for Frisco's traditional evening concert when fireworks have been cancelled.

Through the years and especially more recently, there have been consistent concerns regarding whether conditions are safe for fireworks, and Frisco's fireworks display has been cancelled three times since 2000- in 2002, 2012 and 2018. In 2017, a fire started between Frisco and Breckenridge on July 5<sup>th</sup>, indicating that the forest was vulnerable to wildfire and stoking a continued discussion around the wisdom of having fireworks in such conditions. The decision to cancel fireworks is not just about the risk of fire caused by a legal public display, but also about discouraging "copycat" illegal fireworks, which may be inspired by a legal display.

The Town of Breckenridge has announced that they will no longer be scheduling 4<sup>th</sup> of July fireworks displays. From the Summit Daily- "With the fragile state of our forest, council can no longer support hoping for a rainy year," said Mayor Eric Mamula during a recent discussion about the town's Fourth of July celebrations. "I don't think it's prudent for us to even send that message that that kind of activity in this forest is OK." Breckenridge is planning on pursuing some sort of other "animation" to replace 4<sup>th</sup> of July fireworks into the future.

The Town of Avon has indicated that they are having similar discussions regarding 4<sup>th</sup> of July fireworks and will be making decisions about continuing 4<sup>th</sup> of July fireworks during a Town Council retreat in late January 2019. The Town of Vail has indicated that they have had conversations similar to those at the Town of Breckenridge about replacing 4<sup>th</sup> of July fireworks with alternatives, such as drone displays, laser shows and/or close proximity fireworks, but they are continuing to plan for 4<sup>th</sup> of July fireworks in 2019.

The Town of Dillon has no plans to change their 4<sup>th</sup> of July celebrations, and the end of their 4th of July evening concert coincides with Frisco's fireworks display because they "very much factor Frisco's

fireworks” into their plans. Dillon usually has a Labor Day fireworks show, which they have cancelled for the past two years. Fireworks were discussed at the last Dillon Council meeting, and Dillon’s Council seems in favor of continuing fireworks due to the relative safety of their launch location over the Reservoir. This may change if there is another dry summer.

### **2019 Conditions:**

Fireworks have most certainly been an important part of Frisco’s 4<sup>th</sup> of July celebrations, and they present a lesser threat of fire due to the launch site location next to Dillon Reservoir, Yet, if Frisco is the only location in Summit County with a 4<sup>th</sup> of July fireworks display, there will certainly be a significant increase in visitors to Frisco, and this will create special conditions around traffic, parking and crowd management, which will require more resources in the form of police support, parking and transportation. There would also need to be strategic planning and communications around alternative viewing sites in Dillon and Frisco (such as the Adventure Park), and it would be imperative to consider the visitor and local experience when making these plans, as this size of crowd could certainly degrade the experience for everyone without careful planning.

The Frisco Police Department has recommended that Frisco cancel 4<sup>th</sup> of July fireworks due to the increased crowds and traffic in light of Breckenridge’s announced cancellation, because they believe that it is unlikely that they would be able to secure the needed resources to effectively manage the increased crowds and traffic, during an already busy holiday time period. The Town of Breckenridge has responded to questions regarding partnering on these needed resources by stating that they could possibly provide assistance depending on Frisco’s needs and what is planned as animation in Breckenridge.

Also, the uncertainty regarding fireworks each year creates not only a communications challenge, but also often engenders toxic and negative online discussions, which range from disappointment about not having fireworks on a planned vacation to acrimonious discussions about why the fireworks display was not cancelled sooner.

### **Possible Strategies:**

- 1- Continue to plan for 4<sup>th</sup> of July fireworks in 2019, while strategizing for increases in traffic and crowds by securing more police support, offsite parking and transportation, and planning for and marketing alternative viewing sites to support a positive experience for locals and visitors
- 2- Cancel 4<sup>th</sup> of July fireworks into the future and move music to earlier in the evening (currently 7:15 – 9:15pm) with an increased budget; leaving time and space for locals and visitors to go to local restaurants and stores after the festivities and/or to plan their own evening celebrations (it’s a long day after all with festivities starting at 8:00 am in Frisco)
- 3- Cancel 4<sup>th</sup> of July fireworks into the future and repurpose the fireworks’ budget to other nighttime animation such as better/more music, a nighttime boat parade, a laser show on Mt. Royal, drone displays, etc...

### **Council Direction:**

Would Council recommend continuing 4<sup>th</sup> of July fireworks?

If not, what would Council recommend in terms of 4<sup>th</sup> of July programming and animation?

**RECORD OF PROCEEDINGS  
MINUTES OF THE REGULAR MEETING  
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO  
JANUARY 8, 2019**

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

**Present:** Jessica Burley  
Dan Fallon  
Rick Ihnken  
Hunter Mortensen  
Deborah Shaner  
Gary Wilkinson

**Absent:** Melissa Sherburne

**Public Comment:**

There was no public comment.

**Council Comment:**

Council member Fallon thanked the Public Works Department for salvaging the ice at Meadow Creek for skating.

Council member Mortensen recognized Team Frisco's podium wins at the Lake Placid International Winter Games.

Mayor Wilkinson thanked staff for all of their extra hard work over the holidays particularly the Nordic Center staff.

**Consent Agenda:**

Minutes December 11, 2018 Meeting  
Minutes December 17, 2018 Meeting  
Resolution 19-01, Public Place for Posting Notices  
Resolution 19-02, Designation of Official Publications  
Resolution 19-03, 2019 No Pet Events  
Resolution 19-04, 2019 Street Closures Resolution  
19-06, Marina Park Master Plan Projects Reimbursements  
Town Manager Employment Agreement  
HBL Consulting Agreement

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

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

**New Business:**

Agenda Item #1: New Hotel and Restaurant Liquor License – Carlos Mexican Bar and Grill LLC dba Carlos Mexican Bar and Grill STAFF: DEBORAH WOHLMUTH 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Town Clerk Deborah Wohlmuth stated that this application is for a new hotel and restaurant liquor license for Carlos Mexican Bar and Grill LLC dba Carlos Mexican Bar and Grill located at 857 North Summit Boulevard. Applicant Gina Sedano filed the necessary paperwork and posted the premise in accordance with the Colorado Liquor Code. Further, notice of this application was published in a newspaper of general circulation on December 28, 2018 pursuant to statutory requirements. Identigo has performed the necessary fingerprinting and background checks for the applicants. Mayor Wilkinson opened the public hearing at 7:03 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:09 p.m.

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE THE ISSUANCE OF A NEW HOTEL AND RESTAURANT LIQUOR LICENSE FOR CARLOS MEXICAN BAR AND GRILL LLC DBA CARLOS MEXICAN BAR AND GRILL LOCATED AT 857 NORTH SUMMIT BOULEVARD, ON THE BASIS OF THE FOLLOWING FINDINGS: THAT THE AUTHORITY (1) HAS REVIEWED THE NEIGHBORHOOD UNDER CONSIDERATION AND FINDS IT TO BE THE TOWN OF FRISCO AS A WHOLE; (2) HAS CONSIDERED THE DESIRES OF THE INHABITANTS OF THE NEIGHBORHOOD AND FINDS THAT THE INHABITANTS DESIRE AN ADDITIONAL ESTABLISHMENT THAT SERVES LIQUOR; (3) HAS REVIEWED THE NEEDS OF THE NEIGHBORHOOD FOR THE OUTLET AND FINDS THAT THE NEEDS OF THE NEIGHBORHOOD ARE NOT MET BY THE EXISTING OUTLETS; (4) HAS REVIEWED THE LOCATION OF THE PROPOSED ESTABLISHMENT AND FINDS THAT IT IS NOT LOCATED WITHIN 250 FEET OF ANY SCHOOL OR COLLEGE CAMPUS; (5) HAS REVIEWED THE QUALIFICATIONS OF THE APPLICANT AND, PURSUANT TO THE REQUIREMENTS OF THE FRISCO CODE AND COLORADO STATUTES, FIND THE APPLICANT TO BE QUALIFIED TO OBTAIN A HOTEL AND RESTAURANT LIQUOR LICENSE FOR CARLOS MEXICAN BAR AND GRILL LLC DBA CARLOS MEXICAN BAR AND GRILL. SECOND, COUNCIL MEMBER SHANER. VOTE:**

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

Agenda Item #2: Resolution 19-05, Sole Source Owners Representative Services Peninsula Recreation Area STAFF: DIANE MCBRIDE 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Interim Town Manager Diane McBride stated that staff is requesting approval of the attached sole source resolution for NV5 to provide owner's representative services for the Town of Frisco to complete 2019 budgeted projects at the Peninsula Recreation Area including PRA parking at a cost of \$500,000 and PRA building at a cost of \$1,700,000. The project management costs for these projects exceed the \$50,000 threshold and per Town Code, would need to go through a formal competitive bid process. Council is authorized to approve contracts without a competitive bid process if, in their

opinion, such goods or services are best obtained from a single or sole source. Due to NV5's knowledge, project history, expertise, and relevant experience with the Town, it is staff's recommendation to continue owner's representative services for the PRA with NV5 without soliciting a competitive bid process. Mayor Wilkinson opened the public hearing at 7:13 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:14 p.m.

**MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE RESOLUTION 19-05, A SOLE SOURCE RESOLUTION, AS ALLOWED UNDER SECTION 9.3.F OF THE TOWN OF FRISCO'S CODE OF ORDINANCES, FOR OWNER'S REPRESENTATIVE SERVICES PROVIDED BY NV5 A COST NOT TO EXCEED NINETY NINE THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$99,730). SECOND, COUNCIL MEMBER IHNKEN. VOTE:**

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

Agenda Item #3: First Reading Ordinance 19-01, an Ordinance Authorizing the Issuance By the Town of Frisco, Acting By and Through Its Marina Enterprise, of Marina Enterprise Revenue Bonds, Series 2019, in an Aggregate Principal Amount Not To Exceed \$6,000,000 for the Purpose of Financing the Construction of Certain Capital Improvements to the Marina Facilities; Prescribing the Form of Such Series 2019 Bonds and Providing Other Details in Connection Therewith STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Finance Director Bonnie Moinet stated that staff is requesting approval of Ordinance 19-01 authorizing issuance of Marina Enterprise Revenue Bonds in an amount not to exceed \$6,000,000 to provide funding for capital projects which will expand capacity at the Marina. The Town adopted the Frisco Marina Park Master Plan on June 26, 2018, which identified multi-phase projects to enhance the Marina. As presented in the Town's 2019 budget, Council authorized staff to pursue funding, in addition to projected revenues and reserve accounts, for 2019 projects totaling \$3,996,700 and projected 2010 projects totaling \$3,602,500. Staff has been working with Bond Counsel, Kutak Rock, LLC, and Underwriters, George K. Baum & Company, to develop this ordinance and the associated documents. Payments in the first two years will be interest only of approximately \$360,000. These lower payments during the construction period will allow the Town to build up reserves over this time. When principal and interest payments are payable, principal payments will be gradually increased, allowing the Town time to replenish its reserves. The total amount of bonds issued will be approximately \$5,600,000. Bond payments will begin June 1, 2019 (interest only) and final payment will be December 1, 2048. Mayor Wilkinson opened the public hearing at 7:30 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:32 p.m.

**MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE THE FIRST READING OF ORDINANCE 19-01, AN ORDINANCE TO ALLOW THE TOWN TO ISSUE MARINA ENTERPRISE REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$6,000,000 IN ORDER TO COMPLETE THE FIRST TWO PHASES OF THE MARINA PARK MASTER PLAN, WITH A TOTAL COST OF \$7,599,200. SECOND, COUNCIL MEMBER MORTENSEN. VOTE:**

<b>BURLEY</b>	<b>YEA</b>	<b>SHANER</b>	<b>NO</b>
<b>FALLON</b>	<b>YEA</b>	<b>SHERBURNE</b>	<b>ABSENT</b>
<b>IHNKEN</b>	<b>YEA</b>	<b>WILKINSON</b>	<b>YEA</b>



**MORTENSEN            YEA            MOTION CARRIED.**

**Old Business:**

Agenda Item #4: Second Reading Ordinance 18-15, an Ordinance Amending Chapter 53 of the Code of Ordinances of the Town of Frisco, Colorado, Concerning Alcoholic Beverages, by Amending All References Within Chapter 53 to the Colorado Beer Code, the Colorado Liquor Code, and the Colorado Special Event Liquor Permits Statutes to Reflect the State of Colorado's Recent Recodification of Said Codes and Statutes; and by Amending Section 53-18, Concerning Alcoholic Beverage Tastings, to Reflect Recent Substantive Amendments to the Colorado Statutory Provisions that Concern Alcoholic Beverage Tastings    STAFF: DEBORAH WOHLMUTH 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Town Clerk Deborah Wohlmuth stated that Ordinance 18-15 updates Chapter 53 Alcoholic Beverages to reflect recent legislation recodifying the State of Colorado's beer, liquor, and special event liquor permit codes; and amends language concerning alcoholic beverage tastings. The Colorado legislature recently adopted and the Governor signed into law HB18-1025, which recodified the Colorado statutes that contain the Colorado Beer Code, the Colorado Liquor Code, and the Colorado Special Event Liquor Permits. HB18-1025 became effective October 1, 2018. It is necessary to change the references to the Colorado Beer Code, the Colorado Liquor Code, and the Colorado Special Event Liquor Permit statutes contained in the Frisco Town Code to reflect the recodification of such statutes brought about by the adoption of HB18-1025. State legislature also recently adopted SB 18-243 which expands and amends certain tastings laws and limitations. SB 18-243 became effective June 4, 2018. This law states that any violation of a tastings limitation is the responsibility of the retail liquor store or liquor licensed drug store licensee even if the violation was committed by a representative, employee, or agent of another licensee named above. It also states that a representative, employee, or agent of a manufacturer, limited winery, wholesaler, or importer may pour or serve alcohol beverages as part of a tasting at an RLS or LLDS licensed premises. Mayor Wilkinson opened the public hearing at 7:36 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:37 p.m.

**MOTION:    COUNCIL MEMBER MORTENSEN MOVED TO APPROVE ON SECOND READING ORDINANCE 18-15, AN ORDINANCE AMENDING CHAPTER 53 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING ALCOHOLIC BEVERAGES, BY AMENDING ALL REFERENCES WITHIN CHAPTER 53 TO THE COLORADO BEER CODE, THE COLORADO LIQUOR CODE, AND THE COLORADO SPECIAL EVENT LIQUOR PERMITS STATUTES TO REFLECT THE STATE OF COLORADO'S RECENT RECODIFICATION OF SAID CODES AND STATUTES; AND BY AMENDING SECTION 53-18, CONCERNING ALCOHOLIC BEVERAGE TASTINGS, TO REFLECT RECENT SUBSTANTIVE AMENDMENTS TO THE COLORADO STATUTORY PROVISIONS THAT CONCERN ALCOHOLIC BEVERAGE TASTINGS.    SECOND, COUNCIL MEMBER FALLON. VOTE:**

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

Agenda Item #5: Second Reading Ordinance 18-16, an Ordinance Amending Chapter 127 of the Code of Ordinances of the Town of Frisco, Colorado, Concerning Offenses, by Amending Section 127-7, Concerning Public Consumption of an Alcoholic Beverage and Possession of an Open

Container, to Properly Set Forth All References therein to the Colorado Liquor Code Which Liquor Code was Recently Recodified by the State of Colorado STAFF: DEBORAH WOHLMUTH 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Town Clerk Deborah Wohlmuth stated that Ordinance 18-16 updates Chapter 127 Offenses to reflect recent legislation recodifying the State of Colorado's beer, liquor, and special event liquor permit codes and amends language concerning public consumption of alcoholic beverages and possession of open containers. The Colorado legislature recently adopted HB18-1025, which recodified the Colorado statutes that contain the Colorado Beer Code, the Colorado Liquor Code, and the Colorado Special Event Liquor Permits. HB18-1025 became effective October 1, 2018. It is necessary to change the references to the Colorado Beer Code, the Colorado Liquor Code, and the Colorado Special Event Liquor Permit statutes contained in the Frisco Town Code to reflect the recodification of such statutes brought about by the adoption of HB18-1025. The Colorado legislature also recently adopted and the Governor signed into law SB 18-243 which prohibits the consumption of Fermented Malt Beverages (FMB), or malt, vinous or spirituous liquor in any public place, except: a person who is at least 21 years of age may consume alcohol beverages in any public place, other than a public right of way, where the consumption of FMB or malt, vinous or spirituous liquor has been specifically authorized by ordinance, resolution, or rules adopted by any municipality, city and county, or county or; for purpose of state parks, state wildlife areas or other properties open to recreation that are under the supervision of the Parks and Wildlife Commission. SB 18-243 became effective June 4, 2018. Mayor Wilkinson opened the public hearing at 7:36 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:37 p.m.

**MOTION: COUNCIL MEMBER IHNKEN MOVED TO APPROVE ON SECOND READING ORDINANCE 18-16, AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING OFFENSES, BY AMENDING SECTION 127-7, CONCERNING PUBLIC CONSUMPTION OF AN ALCOHOLIC BEVERAGE AND POSSESSION OF AN OPEN CONTAINER, TO PROPERLY SET FORTH ALL REFERENCES THEREIN TO THE COLORADO LIQUOR CODE WHICH LIQUOR CODE WAS RECENTLY RECODIFIED BY THE STATE OF COLORADO. SECOND, COUNCIL MEMBER MORTENSEN. VOTE:**

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

Agenda Item #6: Second Reading Ordinance 18-10, an Ordinance Amending Chapter 110 of the Code of Ordinances of the Town of Frisco, Concerning the Licensing of Businesses, by Adding a New Article III, Concerning the Licensing and Regulation of Short-Term Rentals Within the Town STAFF: CHAD MOST 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Town Attorney Thad Renaud stated the Town of Frisco Housing Task Force Policy Group studied the impact of Short-term Rentals (STRs) on the Frisco community and issued a set of recommended actions in order to preserve and build Frisco's sense of community as a place where people live year round and to minimize the negative impacts that can arise from short-term rentals, all while acknowledging the importance of short-term rentals in maintaining a sustainable tourism-based

economy. Recommended actions included updating the licensing requirements for short-term rentals, requiring STR units to meet basic life safety standards, requiring a local contact for each STR property, requiring that neighbors and HOAs receive notice upon the issuance of an STR license, requiring STR owners to provide life safety and good neighbor policy information to guests, establishing occupancy limits for STR units, implementing a monitoring and tracking program to ensure compliance and to evaluate future regulatory needs, and requiring the mitigation of various nuisances such as amplified outdoor music, improperly disposed trash, etc. The STR ordinance balances the need to regulate the STR industry, ensuring compliance and reducing negative impacts, with the need to sustain a vibrant, tourism-based local economy. The Town has taken a modest, measured approach to new regulations and fully anticipates ongoing evaluation to ensure the new framework achieves the goals set forth throughout the process: ensure compliance and a level playing field for all STR owners; reduce negative neighborhood impacts and better track complaints; ensure STR owners are providing for the safety of their guests and providing information necessary for guests to be good neighbors; and analyze data and communicate directly with STR owners to better understand STR impacts, the need for further regulation, and opportunities to incentivize long-term employee housing. Mayor Wilkinson opened the public hearing at 7:39 p.m. Frisco business owner of a Mountainside short term rental lodging unit, Joann Matiu shared her negative enforcement experience with Town Council. There being no public comment, Mayor Wilkinson closed the public hearing at 7:43 p.m.

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE ON SECOND READING ORDINANCE 18-10, ORDINANCE AMENDING CHAPTER 110 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE LICENSING OF BUSINESSES, BY ADDING A NEW ARTICLE III, CONCERNING THE LICENSING AND REGULATION OF SHORT-TERM RENTALS WITHIN THE TOWN. SECOND, COUNCIL MEMBER BURLEY. VOTE:**

<b>BURLEY</b>	<b>YEA</b>	<b>SHANER</b>	<b>NO</b>
<b>FALLON</b>	<b>NO</b>	<b>SHERBURNE</b>	<b>ABSENT</b>
<b>IHNKEN</b>	<b>YEA</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**Adjourn:**

There being no further business, the meeting adjourned at 8:09 p.m.

Respectfully Submitted,

---

Deborah Wohlmuth, CMC  
Town Clerk

## Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>ACORN PETROLEUM INC.</b>							
410	ACORN PETROLEUM INC.	000925465	Bill to Number 756501 - Shop	10/17/2018	1,946.76	1,946.76	11/08/2018
410	ACORN PETROLEUM INC.	000926322	Bill to Number 756501 - Shop	10/24/2018	593.20	593.20	11/08/2018
410	ACORN PETROLEUM INC.	000926469	Bill to Number 756501 - Shop	10/25/2018	1,367.14	1,367.14	11/08/2018
410	ACORN PETROLEUM INC.	000927259	Bill to Number 756501 - Shop	10/31/2018	1,541.01	1,541.01	11/21/2018
410	ACORN PETROLEUM INC.	000928991	Bill to Number 756501 - Shop	11/07/2018	671.58	671.58	11/21/2018
410	ACORN PETROLEUM INC.	000929028	Bill to Number 756501 - Shop	11/08/2018	2,224.51	2,224.51	11/21/2018
Total ACORN PETROLEUM INC.:					8,344.20	8,344.20	
<b>AFLAC</b>							
550	AFLAC	100366	Account Number FH181	11/11/2018	177.58	177.58	11/21/2018
Total AFLAC:					177.58	177.58	
<b>ALLIED SECURITY GROUP INC.</b>							
810	ALLIED SECURITY GROUP INC.	2001565	MONITORING	10/01/2018	460.95	460.95	11/08/2018
Total ALLIED SECURITY GROUP INC.:					460.95	460.95	
<b>ALPINEECO</b>							
933	ALPINEECO	1321	Project: 06-060-139-001	11/05/2018	8,775.00	8,775.00	11/08/2018
Total ALPINEECO:					8,775.00	8,775.00	
<b>ANN HUNSINGER</b>							
1545	ANN HUNSINGER	283736	Day Lodge Deposit Refund	11/05/2018	350.00	350.00	11/08/2018
Total ANN HUNSINGER:					350.00	350.00	
<b>B PUBLIC RELATIONS LLC</b>							
2192	B PUBLIC RELATIONS LLC	2339	Monthly Retainer - November 201	11/16/2018	2,500.00	2,500.00	11/21/2018
Total B PUBLIC RELATIONS LLC:					2,500.00	2,500.00	
<b>CALLE MCCARTNEY</b>							
4233	CALLE MCCARTNEY	2018	Employee Housing Deposit Refun	11/16/2018	675.00	675.00	11/21/2018
Total CALLE MCCARTNEY:					675.00	675.00	
<b>CAMPBELL CONSTRUCTION</b>							
4260	CAMPBELL CONSTRUCTION	2D2018	Refund Landscaping	11/12/2018	9,900.00	9,900.00	11/21/2018
Total CAMPBELL CONSTRUCTION:					9,900.00	9,900.00	
<b>CHAD MOST</b>							
4760	CHAD MOST	11/13/2018	Petty Cash - Turkey Day 5K	11/13/2018	300.00	300.00	11/19/2018
4760	CHAD MOST	EMP1018	Employee of the Month Award - C	11/16/2018	50.00	50.00	11/21/2018
4760	CHAD MOST	FAP1819	FAP Cash Drawers for 2018/2019	11/12/2018	600.00	600.00	11/19/2018
4760	CHAD MOST	FNC20182019	Nordic Center Cash Banks	11/08/2018	700.00	700.00	11/08/2018
4760	CHAD MOST	SOUP2018	Petty Cash - Soup Cup	11/21/2018	600.00	600.00	11/29/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CHAD MOST:					2,250.00	2,250.00	
<b>CIRSA</b>							
5440	CIRSA	182020	2018 Fee Adjustment	11/16/2018	1,242.42	1,242.42	11/21/2018
Total CIRSA:					1,242.42	1,242.42	
<b>CODEGEEK.NET</b>							
6707	CODEGEEK.NET	2018-993	Website Maintenance and Hosting	11/02/2018	4,297.50	4,297.50	11/08/2018
6707	CODEGEEK.NET	2018-993	Website Maintenance and Hosting	11/02/2018	866.25	866.25	11/08/2018
Total CODEGEEK.NET:					5,163.75	5,163.75	
<b>COLORADO ACTIVITY CENTERS</b>							
5760	COLORADO ACTIVITY CENTER	23554	Brochure Distribution	10/04/2018	2,169.00	2,169.00	11/29/2018
5760	COLORADO ACTIVITY CENTER	23555	Brochure Distribution	10/06/2018	2,320.00	2,320.00	11/21/2018
Total COLORADO ACTIVITY CENTERS:					4,489.00	4,489.00	
<b>COLORADO ASSOCIATION OF SKI TOWNS (D)</b>							
4482	COLORADO ASSOCIATION OF	1161	CAST Dinner 10/25/2018	11/05/2018	110.00	110.00	11/08/2018
Total COLORADO ASSOCIATION OF SKI TOWNS (D):					110.00	110.00	
<b>COLORADO DEPARTMENT OF REVENUE</b>							
6110	COLORADO DEPARTMENT OF	2019 FRISCO	Liquor License	11/29/2018	900.00	900.00	11/29/2018
Total COLORADO DEPARTMENT OF REVENUE:					900.00	900.00	
<b>COLORADO MOUNTAIN COLLEGE</b>							
6800	COLORADO MOUNTAIN COLLE	SID 554853	Scholarship A.Barberena SID 554	11/08/2018	1,500.00	.00	11/30/2018
Total COLORADO MOUNTAIN COLLEGE:					1,500.00	.00	
<b>COLUMBINE HILLS CONCRETE, INC</b>							
6930	COLUMBINE HILLS CONCRETE,	14060	Repave Parking Lot	10/26/2018	19,425.00	19,425.00	11/08/2018
Total COLUMBINE HILLS CONCRETE, INC:					19,425.00	19,425.00	
<b>DODGE DATA &amp; ANALYTICS</b>							
9365	DODGE DATA & ANALYTICS	A40014978	Daily Journal Advertising	09/28/2018	854.75	854.75	11/08/2018
Total DODGE DATA & ANALYTICS:					854.75	854.75	
<b>FAMILY SUPPORT REGISTRY</b>							
10630	FAMILY SUPPORT REGISTRY	04577912 11/1	Remittance Identifier 04577912	11/16/2018	262.80	262.80	11/21/2018
10630	FAMILY SUPPORT REGISTRY	04577912 11/2/	Remittance Identifier 04577912	11/08/2018	262.80	262.80	11/08/2018
10630	FAMILY SUPPORT REGISTRY	07777691 11/2/	Remittance Identifier 07777691	11/08/2018	189.23	189.23	11/08/2018
10630	FAMILY SUPPORT REGISTRY	07777691-11/1	Remittance Identifier 07777691	11/16/2018	189.23	189.23	11/21/2018
Total FAMILY SUPPORT REGISTRY:					904.06	904.06	
<b>FRISCO ELEMENTARY PTSA</b>							
11410	FRISCO ELEMENTARY PTSA	2018WREATH	Holiday Wreaths & Garland 2018	11/28/2018	555.00	555.00	11/28/2018
11410	FRISCO ELEMENTARY PTSA	2018WREATH	Holiday Wreaths & Garland 2018	11/28/2018	280.00	280.00	11/28/2018
11410	FRISCO ELEMENTARY PTSA	2018WREATH	Holiday Wreaths & Garland 2018	11/28/2018	775.00	775.00	11/28/2018
11410	FRISCO ELEMENTARY PTSA	2018WREATH	Holiday Wreaths & Garland 2018	11/28/2018	775.00	775.00	11/28/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FRISCO ELEMENTARY PTSA:					2,385.00	2,385.00	
<b>FRISCO SANITATION DISTRICT</b>							
11530	FRISCO SANITATION DISTRICT	357	Lot B-2 Lease	10/15/2018	15,000.00	15,000.00	11/08/2018
Total FRISCO SANITATION DISTRICT:					15,000.00	15,000.00	
<b>GARY WILKINSON</b>							
11840	GARY WILKINSON	CAST2018	Reimburse Expenses	10/30/2018	88.39	88.39	11/08/2018
Total GARY WILKINSON:					88.39	88.39	
<b>HBL CONSULTING INC.</b>							
12970	HBL CONSULTING INC.	885	IT Services	11/05/2018	9,180.00	9,180.00	11/08/2018
Total HBL CONSULTING INC.:					9,180.00	9,180.00	
<b>HIGHER GROUND EARTHWORKS</b>							
13325	HIGHER GROUND EARTHWOR	0001552	Phase 1 Construction	11/12/2018	4,192.00	4,192.00	11/21/2018
Total HIGHER GROUND EARTHWORKS:					4,192.00	4,192.00	
<b>ICONIX CLOTHING</b>							
13950	ICONIX CLOTHING	2944	Turkey Day 5k Shirts	10/24/2018	11,866.25	11,866.25	11/08/2018
Total ICONIX CLOTHING:					11,866.25	11,866.25	
<b>JESSE RISCH</b>							
15463	JESSE RISCH	HOUSING2018	Employee Housing Deposit Refun	11/16/2018	600.00	600.00	11/21/2018
Total JESSE RISCH:					600.00	600.00	
<b>KRONOS INCORPORATED</b>							
17405	KRONOS INCORPORATED	11382892	Bill To: 6089328	11/07/2018	567.00	567.00	11/08/2018
Total KRONOS INCORPORATED:					567.00	567.00	
<b>KUMAR &amp; ASSOCIATES INC.</b>							
17465	KUMAR & ASSOCIATES INC.	187962	Project No. 186-209.00	10/05/2018	330.00	330.00	11/08/2018
17465	KUMAR & ASSOCIATES INC.	188491	Project No. 186-105.01	11/03/2018	343.51	343.51	11/08/2018
17465	KUMAR & ASSOCIATES INC.	188491	Project No. 186-105.01	11/03/2018	1,030.54	1,030.54	11/08/2018
Total KUMAR & ASSOCIATES INC.:					1,704.05	1,704.05	
<b>LAND TITLE GUARANTEE COMPANY</b>							
17660	LAND TITLE GUARANTEE COM	M20182033	Title Insurance Fees - MRP	11/18/2018	450.00	450.00	11/21/2018
Total LAND TITLE GUARANTEE COMPANY:					450.00	450.00	
<b>LETTER H STUDIO</b>							
18165	LETTER H STUDIO	TOF11-16-18	Adventure Park Brochure Design	11/16/2018	910.00	910.00	11/21/2018
Total LETTER H STUDIO:					910.00	910.00	
<b>LISA TON</b>							
18408	LISA TON	Q32018	Refund Overpaid Water User Fee	11/08/2018	399.95	399.95	11/08/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LISA TON:					399.95	399.95	
<b>MARLIN BUSINESS BANK</b>							
19087	MARLIN BUSINESS BANK	16441215	Account Number 1489058	11/09/2018	313.79	313.79	11/21/2018
19087	MARLIN BUSINESS BANK	16441215	Account Number 1489058	11/09/2018	1,882.75	1,882.75	11/21/2018
Total MARLIN BUSINESS BANK:					2,196.54	2,196.54	
<b>MARTIN / MARTIN CONSULTING ENGINEERS</b>							
19250	MARTIN / MARTIN CONSULTING	22677.C.01-35	Project No. 22677.C.01	10/24/2018	2,632.50	2,632.50	11/08/2018
19250	MARTIN / MARTIN CONSULTING	M17.1279-000	Project M17-1279 Pathway Projec	10/24/2018	1,400.00	1,400.00	11/08/2018
Total MARTIN / MARTIN CONSULTING ENGINEERS:					4,032.50	4,032.50	
<b>MARY BETH JOHNSON</b>							
19275	MARY BETH JOHNSON	2018	Security Deposit Refund	11/16/2018	500.00	500.00	11/21/2018
Total MARY BETH JOHNSON:					500.00	500.00	
<b>MERCHANTS AUTOMOTIVE GROUP</b>							
19747	MERCHANTS AUTOMOTIVE GR	2019-1	Merchants Fleet Management 201	11/08/2018	2,000.00	2,000.00	11/21/2018
Total MERCHANTS AUTOMOTIVE GROUP:					2,000.00	2,000.00	
<b>MID-MOUNTAIN CRANE SERVICE</b>							
20140	MID-MOUNTAIN CRANE SERVIC	29352	Crane Rental	10/25/2018	1,625.00	1,625.00	11/08/2018
Total MID-MOUNTAIN CRANE SERVICE:					1,625.00	1,625.00	
<b>MURRAY DAHL BEERY &amp; RENAUD LLP</b>							
20890	MURRAY DAHL BEERY & RENA	14871	Matter No. 59875.00000	10/31/2018	17,283.04	17,283.04	11/21/2018
20890	MURRAY DAHL BEERY & RENA	14872	Matter No. 59875.00010	10/31/2018	1,240.00	1,240.00	11/21/2018
20890	MURRAY DAHL BEERY & RENA	14873	Matter No. 59875.23610	10/31/2018	281.25	281.25	11/21/2018
20890	MURRAY DAHL BEERY & RENA	14874	Matter No. 59875.23620	10/31/2018	450.00	450.00	11/21/2018
20890	MURRAY DAHL BEERY & RENA	14875	Matter No. 59875.71000	10/31/2018	1,520.21	1,520.21	11/21/2018
Total MURRAY DAHL BEERY & RENAUD LLP:					20,774.50	20,774.50	
<b>MW GOLDEN CONSTRUCTORS</b>							
20925	MW GOLDEN CONSTRUCTORS	5	PAY APP #5 PW EXPANSION	10/31/2018	89,217.00	89,217.00	11/08/2018
20925	MW GOLDEN CONSTRUCTORS	5	PAY APP #5 PW EXPANSION	10/31/2018	267,653.00	267,653.00	11/08/2018
Total MW GOLDEN CONSTRUCTORS:					356,870.00	356,870.00	
<b>NORA GILBERTSON</b>							
21470	NORA GILBERTSON	OCTOBER201	Personal Cell Phone Stipend	10/31/2018	70.00	70.00	11/08/2018
Total NORA GILBERTSON:					70.00	70.00	
<b>NORTH LINE GIS</b>							
21530	NORTH LINE GIS	2007	GIS Services	11/02/2018	1,120.00	1,120.00	11/08/2018
21530	NORTH LINE GIS	2008	GIS Services	11/02/2018	420.00	420.00	11/21/2018
Total NORTH LINE GIS:					1,540.00	1,540.00	
<b>NV5 INC.</b>							
21710	NV5 INC.	0057244	Professional Services 9/1-9/30	11/18/2018	1,240.00	1,240.00	11/21/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
21710	NV5 INC.	102836	Project No: 333117-0000142.00	10/12/2018	7,745.72	7,745.72	11/21/2018
Total NV5 INC.:					8,985.72	8,985.72	
<b>O'BRYAN PARTNERSHIP INC.</b>							
21760	O'BRYAN PARTNERSHIP INC.	7051	Frisco Maintenance Building	10/01/2018	1,524.98	1,524.98	11/08/2018
21760	O'BRYAN PARTNERSHIP INC.	7051	Frisco Maintenance Building	10/01/2018	508.32	508.32	11/08/2018
21760	O'BRYAN PARTNERSHIP INC.	7052	Architects Shop	10/01/2018	1,133.63	1,133.63	11/08/2018
21760	O'BRYAN PARTNERSHIP INC.	7052	Architects Shop	10/01/2018	377.87	377.87	11/08/2018
21760	O'BRYAN PARTNERSHIP INC.	7099	Architects Shop - October	10/29/2018	1,234.58	1,234.58	11/08/2018
21760	O'BRYAN PARTNERSHIP INC.	7099	Architects Shop - October	10/29/2018	411.52	411.52	11/08/2018
21760	O'BRYAN PARTNERSHIP INC.	7100	Frisco Maintenance Building	10/29/2018	139.12	139.12	11/08/2018
21760	O'BRYAN PARTNERSHIP INC.	7100	Frisco Maintenance Building	10/29/2018	417.38	417.38	11/08/2018
Total O'BRYAN PARTNERSHIP INC.:					5,747.40	5,747.40	
<b>OHLSON LAVOIE COLLABORATIVE</b>							
21865	OHLSON LAVOIE COLLABORATI	113362	Project No: 18030.00	10/31/2018	5,107.50	5,107.50	11/21/2018
Total OHLSON LAVOIE COLLABORATIVE:					5,107.50	5,107.50	
<b>OUTPUT SERVICES INC.</b>							
22050	OUTPUT SERVICES INC.	10/25/2018	Town of Frisco Tax Booklets	11/01/2018	1,450.00	1,450.00	11/08/2018
Total OUTPUT SERVICES INC.:					1,450.00	1,450.00	
<b>P4 WINDOW CLEANING, INC.</b>							
22130	P4 WINDOW CLEANING, INC.	7288	DAY LODGE WINDOW CLEANIN	10/30/2018	500.00	500.00	11/21/2018
22130	P4 WINDOW CLEANING, INC.	7289	Nordic Building Window Cleaning	10/30/2018	195.00	195.00	11/21/2018
Total P4 WINDOW CLEANING, INC.:					695.00	695.00	
<b>PEAK MATERIALS</b>							
22605	PEAK MATERIALS	535347	Customer No.: 26994	09/27/2018	132.15	132.15	11/08/2018
22605	PEAK MATERIALS	538455	Customer No.: 26994	10/04/2018	708.00	708.00	11/08/2018
22605	PEAK MATERIALS	546730	Customer No.: 26994	10/22/2018	392.50	392.50	11/08/2018
22605	PEAK MATERIALS	546971	Customer No.: 26994	10/23/2018	354.75	354.75	11/08/2018
Total PEAK MATERIALS:					1,587.40	1,587.40	
<b>PEAK PERFORMANCES INC.</b>							
19980	PEAK PERFORMANCES INC.	1438	Fall Fest Bands	10/23/2018	3,550.00	3,550.00	11/08/2018
19980	PEAK PERFORMANCES INC.	1438	Fall Locals Party Band	10/23/2018	3,450.00	3,450.00	11/08/2018
Total PEAK PERFORMANCES INC.:					7,000.00	7,000.00	
<b>POSTCORP.TV</b>							
23245	POSTCORP.TV	PCT10082018	Recruiting Videos	10/09/2018	1,505.00	1,505.00	11/21/2018
Total POSTCORP.TV:					1,505.00	1,505.00	
<b>RESORT REPAIRS</b>							
24165	RESORT REPAIRS	1914	Frisco Day Lodge	05/24/2018	487.00	487.00	11/16/2018
Total RESORT REPAIRS:					487.00	487.00	
<b>SAFEBUILT INC. COLORADO</b>							
25765	SAFEBUILT INC. COLORADO	0044625-REV	Customer Number: 01-FRISCO	04/30/2018	2,137.55	2,137.55	11/08/2018



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
25765	SAFEBUILT INC. COLORADO	0048658-IN	Customer Number: 01-FRISCO	07/31/2018	5,040.00	5,040.00	11/08/2018
25765	SAFEBUILT INC. COLORADO	0051624-IN	Customer Number: 01-FRISCO	08/31/2018	8,720.00	8,720.00	11/08/2018
Total SAFEBUILT INC. COLORADO:					15,897.55	15,897.55	
<b>SIGN LANGUAGE XL</b>							
26705	SIGN LANGUAGE XL	80155	Banners	10/19/2018	1,520.00	1,520.00	11/08/2018
Total SIGN LANGUAGE XL:					1,520.00	1,520.00	
<b>STATE OF COLORADO</b>							
27530	STATE OF COLORADO	FAP2018	Frisco Adventure Park TRA.00000	11/21/2018	475.90	475.90	11/21/2018
Total STATE OF COLORADO:					475.90	475.90	
<b>STEVEN COBURN</b>							
27729	STEVEN COBURN	51270691	Refund Overpayment	11/02/2018	200.00	200.00	11/08/2018
Total STEVEN COBURN:					200.00	200.00	
<b>SUMMIT CHORAL SOCIETY</b>							
28070	SUMMIT CHORAL SOCIETY	2018	Holiday Caroling	11/07/2018	900.00	900.00	11/08/2018
Total SUMMIT CHORAL SOCIETY:					900.00	900.00	
<b>SUMMIT COMMUNITY CARE CLINIC</b>							
28090	SUMMIT COMMUNITY CARE CLI	2018	SUPPLEMENTAL FUNDING	11/05/2018	20,000.00	20,000.00	11/08/2018
Total SUMMIT COMMUNITY CARE CLINIC:					20,000.00	20,000.00	
<b>SUMMIT COUNTY WASTE FACILITY</b>							
28570	SUMMIT COUNTY WASTE FACIL	0200451010	Event Trash	10/31/2018	35.48	35.48	11/08/2018
28570	SUMMIT COUNTY WASTE FACIL	02-00451010	Event Trash	10/31/2018	20.00	20.00	11/08/2018
28570	SUMMIT COUNTY WASTE FACIL	02-00451767	Event Trash	10/31/2018	35.33	35.33	11/08/2018
Total SUMMIT COUNTY WASTE FACILITY:					90.81	90.81	
<b>SUMMIT FIRE &amp; EMS</b>							
17600	SUMMIT FIRE & EMS	NORDICPERM	Nordic Temp Tent Permit	11/09/2018	200.00	200.00	11/21/2018
17600	SUMMIT FIRE & EMS	TURKEY2018	Turkey Day 5k Tent Inspection	11/20/2018	150.00	150.00	11/21/2018
Total SUMMIT FIRE & EMS:					350.00	350.00	
<b>SUMMIT HISTORICAL SOCIETY</b>							
28830	SUMMIT HISTORICAL SOCIETY	102618	Gift Shop Book Order	10/29/2018	162.00	162.00	11/08/2018
Total SUMMIT HISTORICAL SOCIETY:					162.00	162.00	
<b>SUN IMPRINTS LLC</b>							
29135	SUN IMPRINTS LLC	1741	Volunteer Aprons	10/30/2018	168.00	168.00	11/21/2018
Total SUN IMPRINTS LLC:					168.00	168.00	
<b>TC3 ARCHITECTS</b>							
29590	TC3 ARCHITECTS	110418	Job Number: 21611	11/04/2018	1,000.00	1,000.00	11/21/2018
Total TC3 ARCHITECTS:					1,000.00	1,000.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>TOWN OF SILVERTHORNE</b>							
30940	TOWN OF SILVERTHORNE	102918	CPR Training	11/02/2018	780.00	780.00	11/08/2018
30940	TOWN OF SILVERTHORNE	CPR0518	CPR Training	10/29/2018	65.00	65.00	11/21/2018
30940	TOWN OF SILVERTHORNE	CPR0518	CPR Training	10/29/2018	65.00	65.00	11/21/2018
30940	TOWN OF SILVERTHORNE	CPR0518	CPR Training	10/29/2018	1,020.00	1,020.00	11/21/2018
30940	TOWN OF SILVERTHORNE	CPR0518	CPR Training	10/29/2018	260.00	260.00	11/21/2018
30940	TOWN OF SILVERTHORNE	CPR0518	CPR Training	10/29/2018	520.00	520.00	11/21/2018
Total TOWN OF SILVERTHORNE:					2,710.00	2,710.00	
<b>TRAVIS CONSTRUCTION</b>							
31065	TRAVIS CONSTRUCTION	B-18-0393	Building Permit Refund	11/06/2018	277.20	277.20	11/08/2018
Total TRAVIS CONSTRUCTION:					277.20	277.20	
<b>UTILITY NOTIFICATION CENTER CO</b>							
31930	UTILITY NOTIFICATION CENTE	218100407	Member ID: 30492	10/31/2018	146.45	146.45	11/08/2018
Total UTILITY NOTIFICATION CENTER CO:					146.45	146.45	
<b>UTILITY TECHNICAL SERVICES</b>							
31940	UTILITY TECHNICAL SERVICES	8106	Job No. LS-18	11/02/2018	5,504.64	5,504.64	11/08/2018
Total UTILITY TECHNICAL SERVICES:					5,504.64	5,504.64	
<b>XCEL ENERGY</b>							
33380	XCEL ENERGY	613586132	Account 53-8074879-4	10/31/2018	110.47	110.47	11/08/2018
33380	XCEL ENERGY	613640971	Account 53-0011742393-0	10/31/2018	5.74	5.74	11/08/2018
33380	XCEL ENERGY	613779731	Account 53-8074879-4	11/01/2018	172.78	172.78	11/08/2018
33380	XCEL ENERGY	613819920	Account 53-0010948072-7	11/01/2018	158.86	158.86	11/08/2018
33380	XCEL ENERGY	614271893	Account No. 53-1235617-3	11/06/2018	251.43	251.43	11/21/2018
33380	XCEL ENERGY	614303204	Account 53-4041041-9	11/06/2018	117.42	117.42	11/21/2018
33380	XCEL ENERGY	614445248	Account 53-1000709-7	11/07/2018	146.80	146.80	11/21/2018
Total XCEL ENERGY:					963.50	963.50	
Grand Totals:					587,903.96	586,403.96	

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

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

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

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

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

## Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>A M LOCKSMITH</b>							
180	A M LOCKSMITH	F-104	Community Center Locks	11/12/2018	158.76	158.76	12/07/2018
180	A M LOCKSMITH	F-111	Mary Ruth Rekey	11/14/2018	768.10	768.10	12/07/2018
Total A M LOCKSMITH:					926.86	926.86	
<b>ACORN PETROLEUM INC.</b>							
410	ACORN PETROLEUM INC.	000930515	Bill to Number 756501 - Shop	11/14/2018	3,778.35	3,778.35	12/18/2018
410	ACORN PETROLEUM INC.	000931386	Bill to Number 756501 - Shop	11/26/2018	1,616.67	1,616.67	12/18/2018
410	ACORN PETROLEUM INC.	000931482	Bill to Number 756501 - Shop	11/27/2018	2,825.43	2,825.43	12/18/2018
410	ACORN PETROLEUM INC.	000933338	Bill to Number 756501 - Shop	12/05/2018	1,121.20	1,121.20	12/18/2018
410	ACORN PETROLEUM INC.	000933448	Bill to Number 756501 - Shop	12/06/2018	4,809.27	4,809.27	12/18/2018
Total ACORN PETROLEUM INC.:					14,150.92	14,150.92	
<b>ADCON</b>							
475	ADCON	DP2487	Sign Replacement	10/10/2018	2,462.50	2,462.50	12/07/2018
Total ADCON:					2,462.50	2,462.50	
<b>AFLAC</b>							
550	AFLAC	526957	Account Number FH181	12/11/2018	177.58	177.58	12/18/2018
Total AFLAC:					177.58	177.58	
<b>A-PEAK, INC.</b>							
1650	A-PEAK, INC.	14750	Asphalt Repair	11/12/2018	3,010.00	3,010.00	12/07/2018
Total A-PEAK, INC.:					3,010.00	3,010.00	
<b>B PUBLIC RELATIONS LLC</b>							
2192	B PUBLIC RELATIONS LLC	2362	Monthly Retainer - December 201	12/17/2018	2,500.00	2,500.00	12/18/2018
Total B PUBLIC RELATIONS LLC:					2,500.00	2,500.00	
<b>BONNIE D. MOINET</b>							
3210	BONNIE D. MOINET	OCTOBER201	Cell Phone Stipend	12/06/2018	70.00	70.00	12/07/2018
Total BONNIE D. MOINET:					70.00	70.00	
<b>BRECKENRIDGE BUILDING CENTER</b>							
3510	BRECKENRIDGE BUILDING CE	290702	Day Lodge Deposit Refund	12/09/2018	186.00	186.00	12/18/2018
Total BRECKENRIDGE BUILDING CENTER:					186.00	186.00	
<b>BRODIE BOILARD</b>							
3785	BRODIE BOILARD	WF1118	Council Supplies	11/28/2018	44.58	44.58	12/07/2018
Total BRODIE BOILARD:					44.58	44.58	
<b>BRYAN CAVE LEIGHTON PAISNER LLP</b>							
3896	BRYAN CAVE LEIGHTON PAISN	10827438	CLIENT#C340158: Matter 052266	12/12/2018	1,202.50	1,202.50	12/18/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BRYAN CAVE LEIGHTON PAISNER LLP:					1,202.50	1,202.50	
<b>CHAD MOST</b>							
4760	CHAD MOST	1118	Employee of the Month Award - C	12/11/2018	100.00	100.00	12/18/2018
4760	CHAD MOST	60030	Drawer Balance Refund - Historic	12/30/2018	30.00	.00	01/03/2019
4760	CHAD MOST	HP&M BANK R	Historic Park Bank Refund	12/31/2018	30.00	30.00	12/31/2018
4760	CHAD MOST	HP3222	Historic Park Drawer Balance Ref	12/31/2018	30.00	.00	01/03/2019
Total CHAD MOST:					190.00	130.00	
<b>CODEGEEK.NET</b>							
6707	CODEGEEK.NET	2018-1107	Web Hosting	12/03/2018	3,596.25	3,596.25	12/07/2018
6707	CODEGEEK.NET	2018-1107	Web Hosting	12/03/2018	93.75	93.75	12/07/2018
Total CODEGEEK.NET:					3,690.00	3,690.00	
<b>COLORADO COMMERCIAL INTERIOR, INC</b>							
6733	COLORADO COMMERCIAL INT	7401	Window Coverings - Mary Ruth Pl	11/19/2018	5,184.25	5,184.25	12/07/2018
Total COLORADO COMMERCIAL INTERIOR, INC:					5,184.25	5,184.25	
<b>COPPER MOUNTAIN RESORT ASSOC.</b>							
7350	COPPER MOUNTAIN RESORT A	16555	Town & Mountain Magazine	10/25/2018	9,016.50	9,016.50	12/07/2018
Total COPPER MOUNTAIN RESORT ASSOC.:					9,016.50	9,016.50	
<b>COPPER MOUNTAIN SKI RESORT</b>							
7330	COPPER MOUNTAIN SKI RESO	SALES000932	Copper Souvenir Merchandise	09/30/2018	104.44	104.44	12/07/2018
Total COPPER MOUNTAIN SKI RESORT:					104.44	104.44	
<b>DAVID BONNO</b>							
8385	DAVID BONNO	BOOT2018	BOOT ALLOWANCE	11/19/2018	97.53	97.53	12/07/2018
Total DAVID BONNO:					97.53	97.53	
<b>DIANE MCBRIDE</b>							
9110	DIANE MCBRIDE	NOVEMBER20	Reimburse Personal Cell Phone	12/10/2018	70.00	70.00	12/18/2018
9110	DIANE MCBRIDE	OCTOBER201	Reimburse Personal Cell Phone	12/10/2018	70.00	70.00	12/18/2018
Total DIANE MCBRIDE:					140.00	140.00	
<b>DILLON RESERVOIR RECREATION COMMITTEE</b>							
9205	DILLON RESERVOIR RECREATI	GOLD2019	2019 Frisco Gold Rush Applicatio	12/12/2018	150.00	150.00	12/18/2018
Total DILLON RESERVOIR RECREATION COMMITTEE:					150.00	150.00	
<b>DIRECTPATH</b>							
9255	DIRECTPATH	AT41129	Town of Frisco	11/01/2018	236.80	236.80	12/18/2018
9255	DIRECTPATH	AT41379	Town of Frisco	12/01/2018	236.80	236.80	12/07/2018
Total DIRECTPATH:					473.60	473.60	
<b>DPC INDUSTRIES, INC.</b>							
9580	DPC INDUSTRIES, INC.	DE73001037-1	Customer No. 73171400	10/31/2018	130.00	130.00	12/07/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total DPC INDUSTRIES, INC.:					130.00	130.00	
<b>DYLAN OLCHIN</b>							
9740	DYLAN OLCHIN	1218	Reimburse Expense	12/13/2018	18.90	18.90	12/18/2018
Total DYLAN OLCHIN:					18.90	18.90	
<b>ELLIS FAMILY SERVICES</b>							
10154	ELLIS FAMILY SERVICES	WARNER MO	Refund Cemetery Monument Dep	12/06/2018	500.00	500.00	12/07/2018
Total ELLIS FAMILY SERVICES:					500.00	500.00	
<b>FAMILY SUPPORT REGISTRY</b>							
10630	FAMILY SUPPORT REGISTRY	04577912-11/3	Remittance Identifier 04577912	12/06/2018	262.80	262.80	12/07/2018
10630	FAMILY SUPPORT REGISTRY	04577912-12/1	Remittance Identifier 04577912	12/14/2018	262.80	262.80	12/18/2018
10630	FAMILY SUPPORT REGISTRY	07777691-11/3	Remittance Identifier 07777691	11/30/2018	189.23	189.23	12/07/2018
10630	FAMILY SUPPORT REGISTRY	07777691-12/1	Remittance Identifier 07777691	12/14/2018	189.23	189.23	12/18/2018
Total FAMILY SUPPORT REGISTRY:					904.06	904.06	
<b>FREEDOM MAILING SERVICES INC.</b>							
11260	FREEDOM MAILING SERVICES I	34978	Town of Frisco	12/10/2018	1,391.49	1,391.49	12/18/2018
Total FREEDOM MAILING SERVICES INC.:					1,391.49	1,391.49	
<b>FRISCO ELEMENTARY SCHOOL</b>							
11405	FRISCO ELEMENTARY SCHOOL	TURKEY2018	Turkey Day 5K Donation to STEM	12/03/2018	4,376.00	4,376.00	12/07/2018
Total FRISCO ELEMENTARY SCHOOL:					4,376.00	4,376.00	
<b>FRISCO SANITATION DISTRICT</b>							
11530	FRISCO SANITATION DISTRICT	B2 2018	Lot B-2 Trailer Storage 25%	12/14/2018	9,263.25	9,263.25	12/18/2018
Total FRISCO SANITATION DISTRICT:					9,263.25	9,263.25	
<b>GATHERHOUSE INC.</b>							
11850	GATHERHOUSE INC.	111618	CSO Vehicle Graphics	11/16/2018	370.00	370.00	12/07/2018
Total GATHERHOUSE INC.:					370.00	370.00	
<b>HBL CONSULTING INC.</b>							
12970	HBL CONSULTING INC.	890	IT Services	12/02/2018	8,280.00	8,280.00	12/07/2018
Total HBL CONSULTING INC.:					8,280.00	8,280.00	
<b>IMA INC. - BENEFITS DIVISION</b>							
13985	IMA INC. - BENEFITS DIVISION	1266	Account Number FRISCO0-01	12/03/2018	6,562.00	6,562.00	12/07/2018
Total IMA INC. - BENEFITS DIVISION:					6,562.00	6,562.00	
<b>INNTOPIA</b>							
14156	INNTOPIA	50017057	Yearly Contract Renewal	11/29/2018	3,000.00	3,000.00	12/07/2018
Total INNTOPIA:					3,000.00	3,000.00	
<b>INTERMOUNTAIN INC.</b>							
14260	INTERMOUNTAIN INC.	6018-071	Frisco Bay Marina	12/14/2018	1,602.21	1,602.21	12/18/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total INTERMOUNTAIN INC.:					1,602.21	1,602.21	
<b>INTER-MTN. ENTERPRISES INC.</b>							
14255	INTER-MTN. ENTERPRISES INC	18-0341	Adventure Park Signs	11/15/2018	107.38	107.38	12/07/2018
Total INTER-MTN. ENTERPRISES INC.:					107.38	107.38	
<b>J &amp; M UNLIMITED INC.</b>							
14490	J & M UNLIMITED INC.	101218	Beaver Mitigation	11/26/2018	950.00	950.00	12/07/2018
14490	J & M UNLIMITED INC.	71318	Beaver Mitigation	11/26/2018	450.00	450.00	12/07/2018
Total J & M UNLIMITED INC.:					1,400.00	1,400.00	
<b>JENISE JENSEN</b>							
15243	JENISE JENSEN	2018-TOF-002	Run the Rockies Photography	11/26/2018	300.00	300.00	12/07/2018
Total JENISE JENSEN:					300.00	300.00	
<b>JOYCE ALLGAIER</b>							
16325	JOYCE ALLGAIER	1118	Reimburse Expenses	11/28/2018	21.60	21.60	12/07/2018
Total JOYCE ALLGAIER:					21.60	21.60	
<b>KANSAS CITY BARBECUE SOCIETY</b>							
16510	KANSAS CITY BARBECUE SOCI	APP2019	2019 Sanctioning Fees - Deposit	12/06/2018	350.00	350.00	12/07/2018
Total KANSAS CITY BARBECUE SOCIETY:					350.00	350.00	
<b>KRONOS INCORPORATED</b>							
17405	KRONOS INCORPORATED	11393733	Bill To: 6089328	12/06/2018	567.00	567.00	12/07/2018
Total KRONOS INCORPORATED:					567.00	567.00	
<b>KUMAR &amp; ASSOCIATES INC.</b>							
17465	KUMAR & ASSOCIATES INC.	188520	Project No. 186-209.00	11/05/2018	86.25	86.25	12/07/2018
17465	KUMAR & ASSOCIATES INC.	188862	Project No. 186-105.01	11/20/2018	66.56	66.56	12/07/2018
17465	KUMAR & ASSOCIATES INC.	188862	Project No. 186-105.01	11/20/2018	199.69	199.69	12/07/2018
17465	KUMAR & ASSOCIATES INC.	189317	Project No. 186-235.00	12/05/2018	2,700.00	2,700.00	12/07/2018
Total KUMAR & ASSOCIATES INC.:					3,052.50	3,052.50	
<b>LOGANSIMPSON</b>							
18475	LOGANSIMPSON	23525	Project No: 185512	10/31/2018	1,305.22	1,305.22	12/07/2018
18475	LOGANSIMPSON	23592	Project No: 185512	11/26/2018	7,122.00	7,122.00	12/18/2018
Total LOGANSIMPSON:					8,427.22	8,427.22	
<b>MARLIN BUSINESS BANK</b>							
19087	MARLIN BUSINESS BANK	16528076	Account Number 1489058	12/10/2018	1,882.75	1,882.75	12/18/2018
19087	MARLIN BUSINESS BANK	16528076	Account Number 1489058	12/10/2018	313.79	313.79	12/18/2018
Total MARLIN BUSINESS BANK:					2,196.54	2,196.54	
<b>MARTIN / MARTIN CONSULTING ENGINEERS</b>							
19250	MARTIN / MARTIN CONSULTING	22677.C.01-36	Project No. 22677.C.01	11/28/2018	520.00	520.00	12/07/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MARTIN / MARTIN CONSULTING ENGINEERS:					520.00	520.00	
<b>MATTHEW STAIS ARCHITECTS</b>							
19440	MATTHEW STAIS ARCHITECTS	3456	Frisco Bay Marina - Project: 1737	11/10/2018	1,257.30	1,257.30	12/07/2018
19440	MATTHEW STAIS ARCHITECTS	3457	Frisco Bay Marina - Project: 1738	10/31/2018	614.85	614.85	12/07/2018
19440	MATTHEW STAIS ARCHITECTS	3474	Frisco Bay Marina - Project: 1738	12/10/2018	992.35	992.35	12/18/2018
Total MATTHEW STAIS ARCHITECTS:					2,864.50	2,864.50	
<b>MCMAHAN &amp; ASSOC, LLC</b>							
19580	MCMAHAN & ASSOC, LLC	15317	Client Number 6024	10/31/2018	14,050.00	14,050.00	12/07/2018
Total MCMAHAN & ASSOC, LLC:					14,050.00	14,050.00	
<b>MERITAGE SYSTEMS</b>							
19775	MERITAGE SYSTEMS	0000473-IN	Setup Fees	11/30/2018	9,000.00	9,000.00	12/07/2018
19775	MERITAGE SYSTEMS	0000473-IN	Annual Licensing Fees	11/30/2018	12,600.00	12,600.00	12/07/2018
Total MERITAGE SYSTEMS:					21,600.00	21,600.00	
<b>MOSES, WITTEMYER,HARRISON</b>							
20600	MOSES, WITTEMYER,HARRISON	13055	Professional Services	11/02/2018	3,105.00	3,105.00	12/07/2018
Total MOSES, WITTEMYER,HARRISON:					3,105.00	3,105.00	
<b>MOUNTAIN GOAT KIDS TRAIL SERIES</b>							
20675	MOUNTAIN GOAT KIDS TRAIL S	1000	Town of Frisco	10/29/2018	1,650.00	1,650.00	12/07/2018
Total MOUNTAIN GOAT KIDS TRAIL SERIES:					1,650.00	1,650.00	
<b>MURRAY DAHL BEERY &amp; RENAUD LLP</b>							
20890	MURRAY DAHL BEERY & RENA	14903	Matter No. 59875.00000	11/30/2018	15,163.22	15,163.22	12/07/2018
20890	MURRAY DAHL BEERY & RENA	14904	Matter No. 59875.00010	11/30/2018	1,240.00	1,240.00	12/07/2018
20890	MURRAY DAHL BEERY & RENA	14905	Matter No. 59875.71000	11/30/2018	65.00	65.00	12/07/2018
Total MURRAY DAHL BEERY & RENAUD LLP:					16,468.22	16,468.22	
<b>MUTUAL OF OMAHA</b>							
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	11.00	11.00	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	185.63	185.63	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	399.69	399.69	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	109.43	109.43	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	483.40	483.40	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	408.58	408.58	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	98.32	98.32	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	163.47	163.47	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	194.81	194.81	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	133.71	133.71	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	77.24	77.24	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	293.78	293.78	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	75.06	75.06	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	83.77	83.77	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	295.72	295.72	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	42.87	42.87	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	164.13	164.13	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	92.21	92.21	12/07/2018
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	151.92	151.92	12/07/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
20910	MUTUAL OF OMAHA	000801527914	Group ID: G000AF7V	10/18/2018	393.48	393.48	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	11.00	11.00	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	185.63	185.63	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	385.43	385.43	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	106.74	106.74	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	401.72	401.72	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	528.16	528.16	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	72.92	72.92	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	163.47	163.47	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	162.45	162.45	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	133.71	133.71	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	77.24	77.24	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	293.78	293.78	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	75.06	75.06	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	83.77	83.77	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	290.93	290.93	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	42.87	42.87	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	164.13	164.13	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	92.21	92.21	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	151.92	151.92	12/07/2018
20910	MUTUAL OF OMAHA	000816549207	Group ID: G000AF7V	11/14/2018	393.48	393.48	12/07/2018
Total MUTUAL OF OMAHA:					7,674.84	7,674.84	
<b>MW GOLDEN CONSTRUCTORS</b>							
20925	MW GOLDEN CONSTRUCTORS	6	PAY APP #6 PW EXPANSION	11/29/2018	87,250.75	87,250.75	12/07/2018
20925	MW GOLDEN CONSTRUCTORS	6	PAY APP #6 PW EXPANSION	11/29/2018	261,752.25	261,752.25	12/07/2018
Total MW GOLDEN CONSTRUCTORS:					349,003.00	349,003.00	
<b>NANCY KERRY</b>							
21023	NANCY KERRY	2018	Reimburse Expenses	12/18/2018	1,694.30	1,694.30	12/18/2018
Total NANCY KERRY:					1,694.30	1,694.30	
<b>NATHAN JOHNSON</b>							
21086	NATHAN JOHNSON	2018	Reimburse Expense	12/13/2018	376.32	376.32	12/18/2018
Total NATHAN JOHNSON:					376.32	376.32	
<b>NEILS LUNCEFORD, INC.</b>							
21270	NEILS LUNCEFORD, INC.	26544	Town of Frisco	10/31/2018	5,750.00	5,750.00	12/07/2018
21270	NEILS LUNCEFORD, INC.	26779	Town of Frisco	11/12/2018	1,760.00	1,760.00	12/07/2018
Total NEILS LUNCEFORD, INC.:					7,510.00	7,510.00	
<b>NEW SCENE MAGAZINE LLC</b>							
21365	NEW SCENE MAGAZINE LLC	INV-0348	Wassail Days Ad	11/13/2018	170.00	170.00	12/07/2018
Total NEW SCENE MAGAZINE LLC:					170.00	170.00	
<b>NINA WATERS</b>							
21452	NINA WATERS	0004	Wassail Days	12/06/2018	375.00	375.00	12/18/2018
Total NINA WATERS:					375.00	375.00	
<b>NOCO FLATS</b>							
21462	NOCO FLATS	GARDNERDE	Housing Deposit	12/06/2018	940.00	940.00	12/11/2018



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total NOCO FLATS:					940.00	940.00	
<b>NORA GILBERTSON</b>							
21470	NORA GILBERTSON	120618	Reimburse Expense	12/06/2018	17.00	17.00	12/07/2018
21470	NORA GILBERTSON	NOVEMBER20	Personal Cell Phone Stipend	12/03/2018	70.00	70.00	12/07/2018
Total NORA GILBERTSON:					87.00	87.00	
<b>NORRIS DESIGN INC.</b>							
21520	NORRIS DESIGN INC.	01-25601	Project ID 0350-01-0007	10/31/2018	2,920.00	2,920.00	12/07/2018
Total NORRIS DESIGN INC.:					2,920.00	2,920.00	
<b>NORTH LINE GIS</b>							
21530	NORTH LINE GIS	2033	Map Printing	12/04/2018	480.00	480.00	12/18/2018
Total NORTH LINE GIS:					480.00	480.00	
<b>NV5 INC.</b>							
21710	NV5 INC.	106168	Project No: 333117-0000142.00	11/13/2018	7,763.92	7,763.92	12/07/2018
21710	NV5 INC.	106170	Project No: 333118-0000158.00	11/13/2018	6,472.74	6,472.74	12/07/2018
Total NV5 INC.:					14,236.66	14,236.66	
<b>O'BRYAN PARTNERSHIP INC.</b>							
21760	O'BRYAN PARTNERSHIP INC.	7155	Construction Administration - PW	11/28/2018	227.52	227.52	12/07/2018
21760	O'BRYAN PARTNERSHIP INC.	7155	PW Expansion	11/28/2018	682.57	682.57	12/07/2018
Total O'BRYAN PARTNERSHIP INC.:					910.09	910.09	
<b>OHLSON LAVOIE COLLABORATIVE</b>							
21865	OHLSON LAVOIE COLLABORATI	113388	Project No: 18030.00	11/30/2018	987.50	987.50	12/18/2018
Total OHLSON LAVOIE COLLABORATIVE:					987.50	987.50	
<b>OPENSNOW</b>							
21957	OPENSNOW	2018-2019	Digital Advertising	12/06/2018	2,665.16	2,665.16	12/07/2018
Total OPENSNOW:					2,665.16	2,665.16	
<b>OROZCO CONCRETE INC.</b>							
22015	OROZCO CONCRETE INC.	18032-01	Town of Frisco	10/31/2018	31,179.25	31,179.25	12/07/2018
Total OROZCO CONCRETE INC.:					31,179.25	31,179.25	
<b>PEAK LAND CONSULTANTS, INC</b>							
22602	PEAK LAND CONSULTANTS, IN	13/7289	Project #: 1673.4 Frisco Peninsula	10/23/2018	1,560.00	1,560.00	12/07/2018
Total PEAK LAND CONSULTANTS, INC:					1,560.00	1,560.00	
<b>PEAK MATERIALS</b>							
22605	PEAK MATERIALS	555440	Customer No.: 26994	11/08/2018	306.40	306.40	12/07/2018
22605	PEAK MATERIALS	555441	Customer No.: 26994	11/08/2018	768.88	768.88	12/07/2018
22605	PEAK MATERIALS	557215	Customer No.: 26994	11/13/2018	1,639.76	1,639.76	12/07/2018
22605	PEAK MATERIALS	557216	Customer No.: 26994	11/13/2018	112.00	112.00	12/07/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PEAK MATERIALS:					2,827.04	2,827.04	
<b>PHIL LINDEMAN</b>							
22897	PHIL LINDEMAN	112218	Emcee 2018 Turkey Day 5k	11/28/2018	200.00	200.00	12/07/2018
Total PHIL LINDEMAN:					200.00	200.00	
<b>PSYCHOLOGICAL DIMENSIONS LLC</b>							
23550	PSYCHOLOGICAL DIMENSIONS	1370	Pre-employment testing	12/06/2018	650.00	650.00	12/07/2018
Total PSYCHOLOGICAL DIMENSIONS LLC:					650.00	650.00	
<b>RANDY READY</b>							
23895	RANDY READY	121718	Refund Rent	12/17/2018	466.69	466.69	12/18/2018
Total RANDY READY:					466.69	466.69	
<b>REID ARCHITECTS INC.</b>							
24035	REID ARCHITECTS INC.	FHP-3	Historic Preservation Consulting	11/30/2018	2,718.75	2,718.75	12/07/2018
Total REID ARCHITECTS INC.:					2,718.75	2,718.75	
<b>RG AND ASSOCIATES, LLC</b>							
23763	RG AND ASSOCIATES, LLC	1014250	Water Rate Study	11/02/2018	453.85	453.85	12/07/2018
Total RG AND ASSOCIATES, LLC:					453.85	453.85	
<b>RMBBQA TREASURER</b>							
25016	RMBBQA TREASURER	2019APP	RMBBQA Cup Contest Invoice	11/29/2018	250.00	250.00	12/07/2018
Total RMBBQA TREASURER:					250.00	250.00	
<b>ROCKY MOUNTAIN INSTRUMENTAL</b>							
25075	ROCKY MOUNTAIN INSTRUMENTAL	53311	RML #18-44479-A	11/14/2018	80.00	80.00	12/07/2018
Total ROCKY MOUNTAIN INSTRUMENTAL:					80.00	80.00	
<b>ROCKY MOUNTAIN RESERVE</b>							
25115	ROCKY MOUNTAIN RESERVE	2166145	FSA/HSA Administration	10/10/2018	272.75	272.75	12/07/2018
25115	ROCKY MOUNTAIN RESERVE	2167145	FSA/HSA Administration	11/10/2018	272.75	272.75	12/07/2018
25115	ROCKY MOUNTAIN RESERVE	2168106	FSA/HSA Administration	12/10/2018	272.75	272.75	12/18/2018
Total ROCKY MOUNTAIN RESERVE:					818.25	818.25	
<b>RYAN FLYNN</b>							
25697	RYAN FLYNN	120418	ETS Refund	12/04/2018	50.00	50.00	12/07/2018
Total RYAN FLYNN:					50.00	50.00	
<b>SE GROUP</b>							
26205	SE GROUP	32874	Project No: 18024001	10/30/2018	1,120.00	1,120.00	12/07/2018
26205	SE GROUP	32979	Project No: 18024001	11/28/2018	2,877.50	2,877.50	12/07/2018
Total SE GROUP:					3,997.50	3,997.50	
<b>SIGN LANGUAGE XL</b>							
26705	SIGN LANGUAGE XL	80987	Turkey Day 5k Banner	11/16/2018	170.00	170.00	12/07/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SIGN LANGUAGE XL:					170.00	170.00	
<b>SILVERHEELS BAR &amp; GRILL</b>							
26780	SILVERHEELS BAR & GRILL	HOLIDAY18	Employee Holiday Party 2018	12/14/2018	10,020.00	10,020.00	12/14/2018
Total SILVERHEELS BAR & GRILL:					10,020.00	10,020.00	
<b>SOUTHERN WINE &amp; SPIRITS OF COLORADO</b>							
27180	SOUTHERN WINE & SPIRITS O	1866685	Customer # 16356	11/28/2018	206.74	206.74	12/07/2018
27180	SOUTHERN WINE & SPIRITS O	1872239	Customer # 16384	12/05/2018	201.15	201.15	12/07/2018
Total SOUTHERN WINE & SPIRITS OF COLORADO:					407.89	407.89	
<b>SPRINGS MEDIA LLC</b>							
27297	SPRINGS MEDIA LLC	634	Advertising - Springs Magazine	11/20/2018	2,610.00	2,610.00	12/07/2018
Total SPRINGS MEDIA LLC:					2,610.00	2,610.00	
<b>SUMMIT COUNTY CARE CLINIC</b>							
28185	SUMMIT COUNTY CARE CLINIC	289630	Deposit Refund	12/07/2018	350.00	350.00	12/18/2018
Total SUMMIT COUNTY CARE CLINIC:					350.00	350.00	
<b>SUMMIT COUNTY ENVIRONMENTAL HEALTH DEPT.</b>							
28280	SUMMIT COUNTY ENVIRONME	27426	Day Lodge Retail Food License R	12/10/2018	385.00	385.00	12/18/2018
Total SUMMIT COUNTY ENVIRONMENTAL HEALTH DEPT.:					385.00	385.00	
<b>SUMMIT COUNTY SHERIFFS OFFICE</b>							
28520	SUMMIT COUNTY SHERIFFS O	3532	Incident Coordiantion Annual Cont	11/27/2018	450.00	450.00	12/07/2018
Total SUMMIT COUNTY SHERIFFS OFFICE:					450.00	450.00	
<b>SUMMIT WATER QUALITY COMMITTEE</b>							
29110	SUMMIT WATER QUALITY COM	2018 DUES	2018 Membership Dues	03/20/2018	10,485.27	10,485.27	12/07/2018
Total SUMMIT WATER QUALITY COMMITTEE:					10,485.27	10,485.27	
<b>SUNNY SIDE UP STUDIO</b>							
29157	SUNNY SIDE UP STUDIO	1	After School Art	12/07/2018	880.00	880.00	12/21/2018
Total SUNNY SIDE UP STUDIO:					880.00	880.00	
<b>SUSAN PARKER</b>							
29302	SUSAN PARKER	2018	Reimburse Expense	12/14/2018	905.12	905.12	12/18/2018
Total SUSAN PARKER:					905.12	905.12	
<b>TEN MILE ENGINEERING INC.</b>							
29685	TEN MILE ENGINEERING INC.	3-1227	Mary Ruth Project	10/31/2018	312.50	312.50	12/07/2018
Total TEN MILE ENGINEERING INC.:					312.50	312.50	
<b>TEN MILE MUSIC HALL</b>							
29691	TEN MILE MUSIC HALL	035	Holiday Party Raffle Prizes	11/26/2018	100.00	100.00	12/07/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total TEN MILE MUSIC HALL:					100.00	100.00	
<b>THE HANSEN COMPANY</b>							
29871	THE HANSEN COMPANY	190860	Deposit Reimbursement	12/03/2018	1,000.00	1,000.00	12/07/2018
Total THE HANSEN COMPANY:					1,000.00	1,000.00	
<b>TOLIN MECHANICAL SYSTEMS, INC.</b>							
30590	TOLIN MECHANICAL SYSTEMS,	SV330407	Customer No. 11901	10/31/2018	1,462.02	1,462.02	12/07/2018
Total TOLIN MECHANICAL SYSTEMS, INC.:					1,462.02	1,462.02	
<b>TOWN OF SILVERTHORNE</b>							
30940	TOWN OF SILVERTHORNE	112118	CPR Training	12/07/2018	260.00	260.00	12/18/2018
30940	TOWN OF SILVERTHORNE	112118	CPR Training	12/07/2018	455.00	455.00	12/18/2018
Total TOWN OF SILVERTHORNE:					715.00	715.00	
<b>UPPER CASE PRINTING, INK.</b>							
31800	UPPER CASE PRINTING, INK.	13939	Business License Printing	12/07/2018	373.88	373.88	12/18/2018
Total UPPER CASE PRINTING, INK.:					373.88	373.88	
<b>UTILITY NOTIFICATION CENTER CO</b>							
31930	UTILITY NOTIFICATION CENTE	218090400	Member ID: 30492	09/30/2018	150.80	150.80	12/07/2018
31930	UTILITY NOTIFICATION CENTE	218110399	Member ID: 30492	11/30/2018	42.05	42.05	12/07/2018
Total UTILITY NOTIFICATION CENTER CO:					192.85	192.85	
<b>VANDERS ENTERPRISES, INC</b>							
32093	VANDERS ENTERPRISES, INC	5308	CPR Recertification Class	11/02/2018	650.00	650.00	12/18/2018
Total VANDERS ENTERPRISES, INC:					650.00	650.00	
<b>VANESSA AGEE</b>							
32095	VANESSA AGEE	GSTCT18	MILEAGE REIMBRUSEMENT	12/17/2018	29.12	29.12	12/18/2018
32095	VANESSA AGEE	NOVEMBER20	Personal Cell Phone Stipend	12/17/2018	50.00	50.00	12/18/2018
32095	VANESSA AGEE	OCTOBER201	Personal Cell Phone Stipend	12/17/2018	50.00	50.00	12/18/2018
Total VANESSA AGEE:					129.12	129.12	
<b>WILLIAM D. LINFIELD PE</b>							
33095	WILLIAM D. LINFIELD PE	12	Engineering Consulting	11/15/2018	315.00	315.00	12/07/2018
33095	WILLIAM D. LINFIELD PE	12	Engineering Consulting	11/15/2018	270.00	270.00	12/07/2018
33095	WILLIAM D. LINFIELD PE	12	Engineering Consulting	11/15/2018	135.00	135.00	12/07/2018
33095	WILLIAM D. LINFIELD PE	12	Engineering Consulting	11/15/2018	405.00	405.00	12/07/2018
33095	WILLIAM D. LINFIELD PE	13	Engineering Consulting	11/15/2018	55.00	55.00	12/07/2018
33095	WILLIAM D. LINFIELD PE	13	Engineering Consulting	11/15/2018	577.50	577.50	12/07/2018
33095	WILLIAM D. LINFIELD PE	13	Engineering Consulting	11/15/2018	495.00	495.00	12/07/2018
33095	WILLIAM D. LINFIELD PE	13	Engineering Consulting	11/15/2018	605.00	605.00	12/07/2018
33095	WILLIAM D. LINFIELD PE	14	Engineering Consulting	12/01/2018	660.00	660.00	12/07/2018
33095	WILLIAM D. LINFIELD PE	14	Engineering Consulting	12/01/2018	55.00	55.00	12/07/2018
33095	WILLIAM D. LINFIELD PE	14	Engineering Consulting	12/01/2018	165.00	165.00	12/07/2018
33095	WILLIAM D. LINFIELD PE	14	Engineering Consulting	12/01/2018	220.00	220.00	12/07/2018
Total WILLIAM D. LINFIELD PE:					3,957.50	3,957.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
XCEL ENERGY							
33380	XCEL ENERGY	617437390	Account 53-8074879-4	12/03/2018	88.58	88.58	12/18/2018
33380	XCEL ENERGY	617836867	Account 53-8074879-4	12/05/2018	98.76	98.76	12/18/2018
33380	XCEL ENERGY	618117196	Account 53-1000709-7	12/07/2018	185.29	185.29	12/18/2018
Total XCEL ENERGY:					372.63	372.63	
Grand Totals:					628,065.11	628,005.11	

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

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

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

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

Report Criteria:

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





11/13/2018	Iaop	\$150.00	10-1121-4210	2019 Int'l Assoc. of Chiefs of Police Membership dues
11/21/2018	Id Edge Inc	\$168.00	10-1170-4221	Parts for pass printer
11/09/2018	Idu\insight Public Sec	\$370.06	20-2000-5079	Software for web updates and desktop pub for Comm Plan Update
11/14/2018	Idu\insight Public Sec	\$1,233.20	10-1110-4704	Symantec annual support
11/05/2018	Ifurnish	\$460.00	10-1125-4703	Replacement Ottoman for Museum Lobby
11/20/2018	Ilmc	\$110.00	10-1115-4210	Int'l Institute of Municipal Clerks - dues
11/20/2018	Ilmc	\$170.00	10-1115-4210	Int'l Institute of Municipal Clerks - dues
11/14/2018	Ikea.Com 316085142	\$429.82	10-1170-4703	Nordic center cubbies
11/08/2018	In *boulder Weekly Inc.	\$1,750.00	10-1160-4265	Adventure Park full page ad in Winter Scene 2018/19
11/14/2018	In *boxed Water Is Better	\$80.00	10-1170-4225	4 Cases Boxed Water for Nordic Center
11/14/2018	In *boxed Water Is Better	\$1,120.00	10-1160-4225	Boxed Water Order for FAP Café
11/16/2018	In *house Of Signs And Si	\$235.00	10-1125-4265	Banners and Signage - Museum
11/15/2018	In *rocky Mountain Coffee	\$43.75	10-1110-4233	Coffee
11/20/2018	In *rocky Mountain Coffee	\$43.75	10-1110-4233	Coffee Backup
11/16/2018	In *sanitary Supply Corp.	\$100.28	80-8000-4477	Restroom Supply
11/24/2018	In *sanitary Supply Corp.	\$393.76	80-8000-4477	Restroom Supply
11/09/2018	In *squeeze Designz, Llc	\$747.50	10-1118-4265	Update all Wassail Days marketing collateral with new design
11/01/2018	Indeed	\$404.13	10-1110-4265	Recruiting
11/21/2018	Indeed	\$502.11	10-1110-4265	Recruiting
11/09/2018	Infinity Certified Weldin	\$192.56	10-1133-4205	Acetylene torch
11/15/2018	Infinity Certified Weldin	\$238.00	90-9000-4201	Metal for doors on Lund house and podium
11/16/2018	Inermountain Distributin	\$553.12	10-1160-4225	Beverage and Snack Order for FAP Cafe
11/16/2018	Inermountain Distributin	\$239.14	10-1170-4225	Beverage and Snack Order for Nordic
11/26/2018	K D Flags Llc	\$287.75	10-1160-4265	Flags
10/25/2018	Lacasadelrey	\$13.33	10-1131-4227	Training - meal
11/19/2018	Lightbulb Surplus	\$138.57	10-1125-4207	Replacement Bulbs
11/05/2018	Lighting Accessory And Wa	\$3,723.34	20-2000-4101	Lighting for new detective car
10/26/2018	Lowes #03206	\$20.26	90-9000-4207	Furnace Filters
10/28/2018	Lowes #03206	\$13.00	10-1160-4411	Stakes for shade structure
10/31/2018	Lowes #03206	\$136.87	10-1132-4207	Miscellaneous repair projects
10/31/2018	Lowes #03206	\$15.92	10-1170-4201	Tape
11/01/2018	Lowes #03206	\$61.02	10-1125-4207	Tools and Hardware
11/04/2018	Lowes #03206	\$33.86	10-1160-4409	Paint and paint supplies
11/05/2018	Lowes #03206	\$32.90	40-4000-4201	Eye wash drain upgrades line upgrades
11/07/2018	Lowes #03206	\$237.49	10-1170-4207	Building materials snowshoe rack, painting supplies
11/07/2018	Lowes #03206	\$69.05	10-1160-4409	Shop supplies
11/08/2018	Lowes #03206	\$31.84	20-2000-5084	Tools
11/08/2018	Lowes #03206	\$103.50	20-2000-5084	Sakrete
11/09/2018	Lowes #03206	\$72.04	10-1132-4207	Community Center repairs
11/09/2018	Lowes #03206	\$193.26	80-8000-4588	Stakes and Supplies for Girls on the Run
11/11/2018	Lowes #03206	\$61.80	20-2000-5084	Retaining wall supplies
11/12/2018	Lowes #03206	\$57.61	10-1125-4205	Electrical Hardware
11/13/2018	Lowes #03206	\$200.93	10-1132-4207	Employee housing; Washbay renovation
11/14/2018	Lowes #03206	\$86.23	10-1170-4205	Sign repair
11/19/2018	Lowes #03206	\$79.62	10-1132-4207	Washbay plumbing
11/20/2018	Lowes #03206	\$29.99	90-9000-4895	Treated lumber for dock repair
11/20/2018	Lowes #03206	\$269.94	90-9000-4200	Shelves for retail inventory
11/20/2018	Lowes #03206	\$87.59	90-9000-4201	Tools and supplies for shop
11/20/2018	Lowes #03206	\$28.50	10-1140-4811	Luminary Supplies and Sand
11/21/2018	Lowes #03206	\$29.59	20-2000-5084	Rebar for retaining wall
11/21/2018	Lowes #03206	-\$2.29	20-2000-5084	Credit - Sales tax
11/21/2018	Lowes #03206	\$26.78	10-1170-4201	Hardware for trail signs
11/21/2018	Lowes #03206	\$8.96	10-1140-4811	Extra Sand for Luminaries
11/21/2018	Lowes #03206	\$21.98	10-1133-4205	Shop supplies
11/21/2018	Lowes #03206	\$15.47	80-8000-4589	Park supplies
11/26/2018	Lowes #03206	\$110.33	10-1170-4201	Sign repair
11/27/2018	Lowes #03206	-\$157.06	40-4000-4275	Credit - Screws for hydrants
11/27/2018	Lowes #03206	\$157.06	40-4000-4275	Screws for hydrants
11/27/2018	Lowes #03206	\$144.92	40-4000-4275	Screws for hydrants
11/20/2018	McKesson Medical Surgical	\$178.55	10-1160-4234	Restock of medical supplies - FAP
11/14/2018	Miles Partnership	\$4,244.40	10-1118-4265	Colorado Tourism Office- Full page Winter Alive Guide and Wassail Days E-Newsletter
11/06/2018	Motobreck	\$69.99	10-1170-4205	Trailer part
10/30/2018	Murdochs Ranch &home #31	\$99.96	10-1131-4403	Shovels
11/14/2018	Murdochs Ranch &home #31	\$31.96	10-1170-4201	Nordic fence supplies
11/15/2018	Murdochs Ranch &home #31	\$28.47	80-8000-4589	Sledging hill rope
11/07/2018	Mutt Mitt	\$933.83	10-1131-4403	Mutt mitts
11/13/2018	National Recreation &	\$175.00	10-1160-4227	National Recreation and Parks Assn - Annual Membership
11/14/2018	Natural Grocers DI 26	\$54.40	10-1140-4811	Wassail Spices/Ingredients
11/16/2018	Neogov	\$4,385.01	10-1110-4250	Recruitment / Evaluation Subscription
10/26/2018	Next Page Books And Nosh	\$12.65	10-1119-4233	Sympathy cards
10/30/2018	Nsaa	\$1,289.18	10-1160-4455	National Ski Area Association Renewal
11/06/2018	Pall Corporation	\$572.98	40-4000-4275	Tools for module repair; Annual support and inspection for water modules
11/06/2018	Pall Corporation	\$11,432.31	40-4000-4250	Tools for module repair; Annual support and inspection for water modules
11/25/2018	Pandora	\$5.13	10-1160-4401	SIRIUS Radio - Day Lodge
11/01/2018	Paypal	\$5,400.00	10-1170-4703	Boot Dryer for Nordic Center
11/04/2018	Paypal	-\$1,000.00	10-1140-4865	Refund for donation for 1st place winner at the Firefighter/Sheriff cook-off- returned by organization
11/05/2018	Paypal	\$159.00	10-1170-4265	2018-19 season website listing XCSkiResorts.com
11/06/2018	Paypal	\$250.00	80-8000-4588	Girls on the Run DJ
11/07/2018	Paypal	\$179.99	10-1170-4221	Arm Bands for season passes
10/25/2018	Pazzos Pizza	\$12.75	10-1118-4227	Training dinner
11/26/2018	Pbi\leasedequipment	\$446.52	10-1110-4233	Leasing Postage Equipment
11/09/2018	Peak One Express	\$141.60	10-1121-4227	Shuttle to DIA for conference
11/07/2018	Peak Performance Imaging	\$262.50	10-1110-4205	Color plotter repair
11/14/2018	Peak Performance Imaging	\$79.50	10-1110-4205	Color plotter toner
11/21/2018	Peak Performance Imaging	\$1,063.66	10-1110-4205	Copier meter reading
10/25/2018	Peppinos Pizza And Subs I	\$131.92	90-9000-4227	Rectrac training lunch
11/12/2018	Peppinos Pizza And Subs I	\$87.21	10-1160-4227	FAP training- staff lunch
11/13/2018	Peppinos Pizza And Subs I	\$133.31	10-1110-4229	Business Advisory Meeting
11/15/2018	Peppinos Pizza And Subs I	\$43.32	10-1119-4227	Staff meeting with Planning commission members
11/16/2018	Peppinos Pizza And Subs I	\$87.00	10-1170-4480	Staff training lunch
11/25/2018	Pinnacol Assurance	\$18,242.47	10-1110-4502	Workers compensation insurance premium



11/13/2018	Pitney Bowes Pi	\$475.95	10-1110-4233	Postage Supplies
11/15/2018	Pk5511 - Beaver Run Re	\$15.00	10-1114-4227	Conference - Parking
11/19/2018	Police Executive Research	\$200.00	10-1121-4210	2019 dues
11/16/2018	Qdoba 2346	\$12.95	40-4000-4227	Training - meal
10/30/2018	Quill Corporation	\$31.26	10-1130-4233	Office supplies
10/26/2018	Rainmaster	\$38.18	80-8000-4589	Irrigation monthly service
11/02/2018	Rightsignature Llc	\$24.00	90-9000-4210	Online waivers and contracts
11/27/2018	Rivers Clothing Company	\$100.00	10-1110-4650	4th Quarter PEAK Awards
11/10/2018	Rocky Mtn Spring Water	\$13.90	10-1160-4225	FAP-Break room water
11/03/2018	Safelite Autoglass	\$100.00	10-1160-4205	Rear glass repair
11/07/2018	Safelite Autoglass	-\$100.00	10-1133-4205	Credit - Remove and reinstall back glass
11/07/2018	Safelite Autoglass	\$160.00	10-1133-4205	Remove and reinstall back glass
10/25/2018	Safeway #0836	\$22.72	90-9000-4227	Rectrac training snacks
10/26/2018	Safeway #0836	\$84.24	10-1150-4606	Camp Activity Supplies
11/08/2018	Safeway #0836	\$30.00	10-1110-4650	Thanksgiving Employee Relations
11/08/2018	Safeway #0836	\$50.24	10-1140-4811	Smores kits for Wassail Days
11/11/2018	Safeway #0836	\$25.57	10-1170-4480	Pass Holder Party Refreshments
11/14/2018	Safeway #0836	\$39.98	10-1140-4811	Cider for Wassail
11/16/2018	Safeway #0836	\$13.98	10-1110-4276	Joint Coffee with BOCC
10/26/2018	Sanders True Value Hardw	\$141.45	80-8000-4589	Snow shovels; Delineators
10/31/2018	Sanders True Value Hardw	\$48.95	10-1132-4207	Urinal clean kit
11/02/2018	Sanders True Value Hardw	\$106.44	90-9000-4892	Propane for shrink wrap
11/02/2018	Sanders True Value Hardw	\$6.72	10-1170-4201	Tape
10/29/2018	Sherwin Williams 707277	\$440.36	10-1132-4207	Shop paint
11/23/2018	Shop.Com Marketplace	\$144.56	10-1140-4401	Incorrect charge - Immediately refunded
11/05/2018	Showmark Media	\$177.50	10-1125-4265	Placard for Summit Daily Award
11/04/2018	Smk	\$26.00	10-1110-4250	Survey Monkey - monthly subscription fee
11/16/2018	Snomax Lic	\$2,996.00	10-1160-4411	Snowmaking supplies
11/16/2018	Snomax Lic	\$1,000.00	10-1160-4405	Snowmaking supplies
10/26/2018	Snowbridge, Inc	\$490.00	90-9000-4250	Pump out sanitation barge
11/26/2018	Snowbridge, Inc	\$1,200.00	80-8000-4589	Marina trailhead restroom repair
10/30/2018	Solarwinds	\$55.00	10-1110-4704	Dameware remote control annual support
11/07/2018	Southwes	\$201.96	10-1115-4227	Conference - flight/transportation
10/29/2018	Sp * Notarystamp.Com	\$50.97	10-1160-4227	Notary Supplies
11/15/2018	Spectrum Mobile Services	\$75.00	10-1110-4203	Cell phone support
11/03/2018	Sprint *wireless	\$953.80	10-1110-4203	TH cellphones
11/03/2018	Sprint *wireless	\$81.98	40-4000-4203	WTP cellphones
11/03/2018	Sprint *wireless	\$444.93	90-9000-4203	Marina cellphones
11/14/2018	Sq *amich And Jenks	\$130.00	10-1121-4250	PD - Pre-employment testing
11/09/2018	Sq *chem-Dry Carpet	\$320.20	10-1170-4477	Carpet Cleaning for Nordic Center
11/09/2018	Sq *chem-Dry Carpet	\$399.00	10-1160-4477	Carpet Cleaning for FAP Day Lodge
11/27/2018	Sq *summit Restore	\$385.00	10-1114-4703	Basic Furnishings for Mary Ruth House
11/03/2018	Sq *vertical Runner	\$20.00	10-1170-4221	Display for retail and apparel hangers
11/02/2018	Stapls7207411758000001	\$406.90	10-1110-4233	Binders for Town Retention
11/03/2018	Stapls7207502211000001	\$59.59	10-1114-4233	Printer toner
11/03/2018	Stapls7207502211000001	\$83.98	10-1110-4233	Paper for large format printer
11/06/2018	Stapls7207616337000001	\$81.49	10-1160-4221	Office Supplies
11/07/2018	Stapls7207643424000001	\$209.95	10-1110-4233	Paper for large format printer
11/10/2018	Stapls7207919446000001	\$100.80	10-1110-4233	Backup Supplies and paper
11/20/2018	Stapls7208374876000003	\$22.18	10-1160-4221	Office Supplies
11/24/2018	Stapls7208592424000001	\$525.84	10-1170-4221	Paper/toner/scanner/supplies
11/27/2018	Stapls7208658701000001	\$108.52	10-1110-4233	Supplies for Holiday Party and Mail Room
11/27/2018	Stapls7208658701000001	\$34.33	10-1115-4233	Office Supplies
11/17/2018	Starbucks Store 05372	\$5.00	10-1118-4590	Copy of the Wall Street Journal- Frisco mentioned in article
10/30/2018	Steeppandcheap.Com	\$105.69	90-0090-2060	Marina staff pooled tip purchase
10/30/2018	Steeppandcheap.Com	\$11.07	90-0090-2060	Marina staff pooled tip purchase
11/02/2018	Steeppandcheap.Com	\$177.05	90-0090-2060	Marina staff pooled tip purchase
11/20/2018	Steeppandcheap.Com	-\$10.51	90-0090-2060	Return of staff pooled tip purchase
11/06/2018	Sunbelt	\$1,125.60	10-1160-4223	Office Retail
11/07/2018	Swa*earlybrd	\$20.00	10-1115-4227	Conference - flight/transportation
11/07/2018	Swa*earlybrd	\$20.00	10-1115-4227	Conference - flight/transportation
11/01/2018	Symbol Arts Web	\$200.00	10-1121-4270	PD - Uniforms
11/08/2018	Sysco Denver	\$72.21	80-8000-4588	Hot cups for Turkey Day 5k
11/08/2018	Sysco Denver	\$522.32	10-1170-4225	F&B Order for Nordic Center
11/08/2018	Sysco Denver	\$378.83	10-1170-4480	Cups, plates, and utensils for Nordic Season Pass Party
11/08/2018	Sysco Denver	\$1,973.30	10-1160-4225	F&B Order for Adventure Park Cafe
11/22/2018	Sysco Denver	\$371.96	10-1170-4225	F&B Order for Nordic
11/22/2018	Sysco Denver	\$533.59	10-1160-4477	Trash Bags and Bleach for FAP Cleaning Closet
11/22/2018	Sysco Denver	\$313.31	10-1160-4225	F&B Order for FAP Cafe
11/14/2018	Target 00015255	\$43.69	10-1170-4201	Holiday Lights
10/30/2018	Tech Air	\$93.76	10-1133-4205	Drill bits
11/27/2018	Tech Air	\$178.00	10-1133-4205	Drill bits
10/31/2018	The Argentos Empanadas A	\$76.16	10-1125-4227	Staff Lunch During Closure
11/01/2018	The Key People Co	\$525.00	10-1160-4477	October Cleaning for FAP Day Lodge
11/01/2018	The Key People Co	\$290.00	10-1170-4477	October Nordic Restroom Cleaning
11/02/2018	The Key People Co	\$1,847.44	10-1132-4207	October cleaning service
11/16/2018	The Key People Co	\$70.00	10-1140-4852	Special cleans at VIC for Halloween
10/31/2018	The Lost Cajun, Fr	\$31.68	10-1140-4852	Dinner for Staff working on Halloween
11/07/2018	The Lost Cajun, Fr	\$600.00	20-2000-5079	Catering for Parks Open House
11/07/2018	The Webstaurant Store	\$51.84	10-1140-4811	Hot Cups for Tree Lighting
11/10/2018	The Webstaurant Store	\$50.79	10-1160-4225	Bulk Condiment Containers for FAP Cafe
11/26/2018	The Wild Flower Trading C	\$125.75	90-0090-1651	Wildflower seed postcards for retail sale in store
11/01/2018	Tlo Transunion	\$25.00	10-1121-4210	PD database subscription - monthly
11/10/2018	Tmobile*postpaid Pda	\$55.95	10-1110-4203	Personal cell phone stipend
10/31/2018	Treatment Technology	\$460.30	40-4000-4277	Chemicals for Water Treatment Plant















MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: TOM HOGEMAN, MARINA GENERAL MANAGER**  
**RE: OWNER'S REPRESENTATION SERVICES AGREEMENT WITH NV5 FOR FRISCO BAY MARINA MASTER PLAN COORDINATION AND CONSTRUCTION**  
**DATE: JANUARY 22, 2019**

**Summary Statement:** Staff is requesting approval of owner's representative services with NV5 to assist with the 2019 budgeted Frisco Bay Marina master plan coordination and construction projects, in an amount not to exceed \$197,080.

**Background:** Staff released a Request for Qualifications and Proposals (RFQP) for Owner's Representative Services for the Frisco Bay Marina Master Plan Coordination and Construction on 12/7/18. Proposals from qualified firms were due 1/4/19. One proposal was received. This proposal was from NV5.

Staff's desire in releasing this RFQP was to hire a qualified owner's representative firm to oversee 2019 budgeted marina projects including the "big dig", relocation of the boat ramp, relocation of the fuel dock and upgrades, site grading and preparation for future uses and building construction, lift station – design/build for future uses, shoreline beach improvements, bulkheads and retaining walls, site utilities and infrastructure, landscaping, sidewalks, paths, and drop-off areas. These projects require expertise, schedule and budget management, contract negotiations, and onsite construction management. Many of these projects will be running simultaneously in 2019 and will require an owner's representative with strong construction management expertise. Services included in the owner's representative agreement include but are not limited to: managing the project team, assembling additional project team members as appropriate, finalizing project scopes and schedules, managing the contractors' selection process and evaluation, entitlements, permitting, budgets, project deliver, onsite coordination of activities, and the final delivery of products and services.

Staff is committed to getting these projects done on time and on budget and will need additional resources and expertise to make this happen.

**Staff Analysis:** Staff met with members of NV5 on 1/11/19 to review their proposal and meet their project team. Their team consists of Chris Guarino (Project Director), Tyler Lundsgaard (Project Manager), and Brandon Keller (Assistant Project Manager). The Town has a successful working relationship with NV5, having completed with help from NV5's owner's representation services both the Mary Ruth Housing Project and the Peninsula Recreation Area's (PRA) site plan implementation in 2018. Staff has worked most closely with Mr. Lundsgaard on both projects, and will continue to work with Mr. Lundsgaard on the PRA



projects in 2019. Mr. Guarino lives in Frisco and provides the local knowledge and expertise to help make these projects successful.

NV5 is a leading provider of professional and technical engineering and consulting solutions with strong management teams with 200 years of combined industry experience. Their relevant experience includes work with the Boulder Public Works Department (dams, treatment plants, pipelines, hydro-electric facilities) and the Eagle River Park (Upland Park and white water park), as well as their direct work with the Town of Frisco and Summit School District. They have direct and relevant experience with civil focused projects, water projects, working in a small mountain community, and coordinating multiple stakeholders.

The 2019 total budget for the marina projects is \$4 million. NV5's proposal in the amount of \$197,080 is ~5% of the total construction costs, which is industry standard for owner's representation fees. Although the Town only received one bid for this RFQP, staff is confident that the bid is thorough, represents the project and details well, and that the price is well within the industry standard for such projects.

**Staff Recommendation:** Staff recommends approval of this owner's representative services agreement with NV5 for the Frisco Bay Marina Master Plan coordination and construction in an amount not to exceed \$197,080 in order to complete the 2019 budgeted marina projects.

## **CONTRACT FOR SERVICES**

THIS AGREEMENT ("Agreement"), made this 22<sup>nd</sup> day of January, 2019 between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and NV5, Inc., as an independent contractor, hereinafter referred to as "CONTRACTOR," provides as follows:

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

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

Section 1.2 Scope of Services: FRISCO agrees to retain CONTRACTOR to complete the Project. CONTRACTOR shall commence work upon direction to proceed and complete the Project on or before December 31, 2019. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO. FRISCO reserves the right to extend this CONTRACT FOR GOODS AND/OR SERVICES to include future project phases associated with this project.

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

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

### **ARTICLE II** **ADMINISTRATION OF THIS AGREEMENT**

Section 2.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry.

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

Section 2.3 Ownership and Use of Documents:

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

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

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

Section 2.4 Insurance:

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

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all

premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall name FRISCO, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

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

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

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

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

(g) Prior to commencement of this Agreement, CONTRACTOR shall provide FRISCO with a certificate of insurance completed by CONTRACTOR's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to FRISCO. The completed certificate of insurance shall be sent to:

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

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

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

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

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

Section 2.7 Termination of Agreement:

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

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

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

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

FRISCO:

Tom Hogeman  
Town of Frisco  
P.O. Box 4100  
Frisco, CO 80443  
Electronic mail:  
tomh@townoffrisco.com

CONTRACTOR:

Chris Guarino, Project Director  
NV5  
2650 18<sup>th</sup> St. Ste. 202  
Denver, CO 80211  
Electronic mail:  
Chris.Guarino@NV5.com

**ARTICLE III**  
**RESPONSIBILITIES OF FRISCO**

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

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

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

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

**ARTICLE IV**  
**COMPENSATION FOR SERVICES**

Section 4.1 Compensation: CONTRACTOR shall be compensated for its services under this agreement on a time and materials basis, but in no event to exceed the sum of \$197,080 plus reimbursements. A schedule of hourly rates and reimbursable expenses for the CONTRACTOR's work under this Agreement is set forth in Attachment B hereto. Attachment B hereto is hereby incorporated by reference and made a part of this Agreement.

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

**ARTICLE V**  
**PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS**

Section 5.1 The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the CONTRACTOR shall: (a) notify the subcontractor and the FRISCO within three (3) days that the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

## **ARTICLE VI** **MISCELLANEOUS**

Section 6.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado.

Section 6.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

Section 6.3 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 6.4 No Third Party Benefit: This Agreement is between FRISCO and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

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

FRISCO

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

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

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

Attest:

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

CONTRACTOR

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

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

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

**ATTACHMENT A  
TO  
CONTRACT FOR SERVICES  
SCOPE OF SERVICES**

## 5 – PROPOSED SCOPE OF SERVICES

NV5's Program Management / Owner's Representative group can provide an extensive scope of services from project inception and pro-forma development through project completion and post occupancy support. Below we have provided our proposed list of services; however, we pride ourselves on tailoring our approach to meet the exact needs of each client and look forward to reviewing and refining our services to best suit your needs.

### PRE-CONSTRUCTION / DESIGN PHASE

#### 1. Master Owner's Budget

- Review the Master budget for the project, including, but not limited to construction costs, site development, contingency, OS&E, financing, and soft costs.
- Thoroughly review the Contractor estimates if available.

#### 2. Master Schedule

- Review the Master project schedule.
- Provide an updated schedule on a monthly basis for the team's review including a cash flow.

#### 3. Consultant Selection Process & Contract Negotiations

- Assist the Owner and other stakeholders in developing and implementing a selection process for any required consultants.
- Facilitate contract negotiations and administration with selected firm(s).
- Prepare contract exhibits.

"The quality of work, the level of commitment to the project and our community and the experience of working with our on-site team are all reasons that I would gladly work with NV5 again. Our community is extremely proud of our new high school building as well as the other projects NV5 has led for us."

Dr. Wendy Wyman  
Superintendent Lake County  
School District R-1

#### 4. General Contracting Selection Process & Contract Negotiation

- Assist the Owner and other stakeholders in finalizing the procurement process for the prime contractors, including proposal analysis and interviews.
- Facilitate contract negotiations and administration with the selected firm.
- Prepare contract exhibits.
- Review Contractor subcontractor procurement, award recommendations, and contract negotiations (if necessary).

#### 5. Insurance Verification

- Obtain insurance certificates from relevant team members and verify adherence with contract documents.

#### 6. Preconstruction Meetings

- Facilitate a weekly progress meeting with the project team; document and report any and all pending challenges, monitor action items, and follow up as necessary to ensure timely resolution.
- Assist the Owner and other stakeholders with coordination and facilitation of design review meetings.
- Work with the Design Team to obtain approvals from Ownership and other stakeholders (if applicable).

## 7. Monitoring & Reporting

- Facilitate project communication and documentation of approvals with the Owner and project team.
- Monitor potential scope progression and work with the Design Team and Contractor to obtain written authorization from the Owner for any scope changes.
- Conduct weekly update meetings with the Owner and key stakeholders.

## 8. Permitting Process

- Work with the Design Team and Contractor to navigate the local, state, and federal permitting process as required.

## 9. Project Status Report

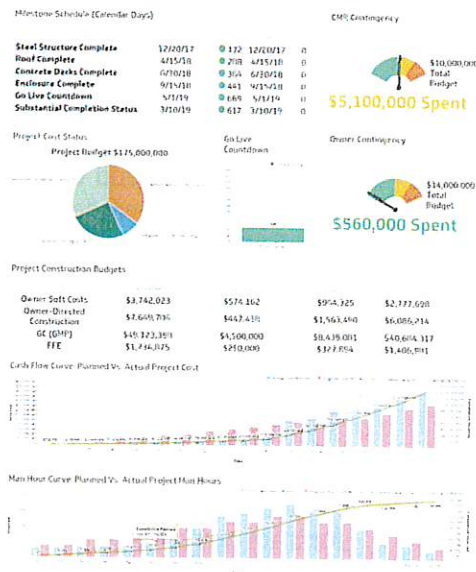
- Issue one (1) report per month, containing an executive summary of the project's progress, budget status, outstanding major issues, future risks to the project's progress, and a detailed cost report including commitments, payment status and final cost projections.

## CONSTRUCTION / CLOSE-OUT PHASES

### 1. Construction Observation & Reporting

- Facilitate weekly meetings with the project team including outside stakeholders as required.
- Provide meeting minutes as required, and document and report any and all pending challenges, monitor action items, and follow up as necessary to ensure timely resolution.
- Coordinate onsite activities with Contractors and Installers. Recommend courses of action if the contract requirements are not being fulfilled.
- Monitor Contractor and sub-contractors Quality Control/Quality Assurance program is in accordance with the contract documents.
- Facilitate project communication and documentation of approvals with the Owner, Design Team and other relevant team members.
- Conduct weekly update meetings with the Owner and other key stakeholders.
- Issue one (1) report per month, containing an executive summary of the project's progress, budget status, outstanding major issues, future risks to the project's progress, and a detailed cost report including commitments, payment status and final cost projections.

### Customized Dashboard for Project Reporting



## 5 – PROPOSED SCOPE OF SERVICES

### 2. Schedule Updates & Analysis

- Review and track the Contractor and Installer’s progress schedule against the baseline schedule to ensure reasonableness, accuracy, and compliance with industry standards once each month.
- Work with the Owner and onsite staff to further develop and implement a detailed turnover plan for occupancy.

### 3. Cost Tracking & Management

- Track commitments and expenditures against the budget.
- Forecast potential cost issues and work to mitigate the impact.
- Maintain an accurate financial report for all items on the project including soft costs, FF&E, construction costs, and contingency.

#### Cash Flow & Commitments



### 4. Change Order Cost & Schedule Impact Review & Verification

- Provide analyses of change orders presented by the Contractor and Installer(s), including review of detail provided for compliance with industry standards, mathematical and contractual correctness, and schedule impacts.

### 5. Project Disbursement & Pay Application Analyses

- Obtain Consultant invoices and Contractor pay applications to verify mathematical and contractual correctness, confirm appropriate back up, and validate completion status of the project in relation to these items.
- Obtain and review Lien Waivers.
- Prepare a monthly project disbursement for the Owner’s approval and funding.
- Work with the Owner, Consultants, and Contractor(s) to address questions or concerns regarding disbursement.

### 6. Punch List Review

- Work closely with the Owner, Design Team, and Contractor(s) to develop the final punch list, resulting in the production of a schedule for completion of each of these items.
- Work with the property staff, Design Team and Contractor to develop a weekly program to validate the implementation of the punch list schedule.

### 7. Project Close-out

- Work with the Contractor(s) to provide all warranties, training, operation and maintenance manuals, and contact information for pertinent subs.

**ATTACHMENT B  
TO  
CONTRACT FOR SERVICES**

**HOURLY RATE AND REIMBURSABLE EXPENSES SCHEDULES**

## 8 – FEE PROPOSAL

The table below provides a breakdown of NV5's proposed fee for the Big Dig project scope as identified in the RFQ/P dated December 7, 2018.

Phase	Fixed Fee/Month	Duration	Total
Preconstruction	\$16,280	4 Months	\$65,120
Construction	\$18,530	6 Months	\$111,180
Close-Out	\$10,390	2 Months	\$20,780
Reimbursable Estimate* (see below)	Not included in total		\$5,000*
<b>TOTAL</b>			<b>\$197,080</b>

### \*Reimbursable Expenses

We recognize reimbursable costs can quickly become a burden on an Owner's budget, and as such, we believe in managing and minimizing reimbursable costs for all parties is a primary responsibility. As we will providing services for this project from our local, Denver office, we expect reimbursable expenses to be limited to mileage to and from our office, and large volume printing when / if required. These expenses will be billed at cost plus a 10% administrative fee.

### Hourly Rates

Team Member	Rate
Principal	\$190
Project Director	\$170
Senior Project Manager	\$140
Project Manager	\$125
Assistant Project Manager	\$100
Administrative Support	\$95
Civil & Infrastructure Support	\$170





---

## TOWN COUNCIL STAFF REPORT

---

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO:** MAYOR AND TOWN COUNCIL

**FROM:** KATIE KENT, PLANNER

**RE:** PLANNING FILE NO: 092-17-DA/CU: A PUBLIC HEARING OF MODIFICATIONS TO THE PREVIOUSLY APPROVED CONDITIONAL USE REQUEST FOR THE LIBRARY LOFTS MULTI-FAMILY RESIDENTIAL PROJECT

**DATE:** JANUARY 22, 2019

**Applicant & Owner:** Todd Crowe  
Crowe Architects  
12700 Willow Lane  
Lakewood, CO 80215

**Summary:** The applicant, Todd Crowe, Crowe Architects, has submitted a modification to the previously approved conditional use for the Library Lofts multi-family residential project at 90 South Madison Avenue. The original application involved integrating the existing building into this new multiple-family residential project. Due to structural concerns that have arisen, the applicant is proposing to remove the existing building on the property instead of utilizing it for the project. With the proposed modifications to the development application, including increasing the intensity of use by adding residential units, modifying parking, and changes to square footage, Staff determined that the project requires conditional use approval.

The applicant has chosen to have the project be reviewed under the regulations in effect when the application was originally reviewed. Through the Town Code in effect at the time of original development application review, all permitted uses in the Mixed Use (MU) District must consist of a mixture of residential and commercial uses, with each such sort of use making up not less than twenty percent (20%) of the total floor area of all uses within a single zone lot. Since the applicant is proposing to remove the existing office use, the property will contain 100% residential use and this requires conditional use approval.

The overall project is proposed to entail:

- Demolish the existing building. The applicant will construct two (2) structures with similar appearance to the original project except there will be a physical break between the two structures.  
\*Gross Floor Area proposed to increase from 18,303 sq. ft. to 18,564 sq. ft.
- The project will no longer have a ~3,000 sq. ft. common area with lounge, ski lockers, bar, spa and restrooms. Instead, the applicant is now proposing an additional two (2) residential units. One (1) residential unit will be required to be deed restricted through the bonus density provisions.
- Nine (9) Residential units are proposed to consist of:
  - Three (3) one bedroom units

- Six (6) two bedroom units
- \*The originally approved application was for seven (7) units
- Parking has been modified from fifteen (15) enclosed parking spaces to individual driveways serving three (3) units each.

**Background:** The subject property, 90 South Madison Avenue, fronts along South Madison Avenue and Mount Royal Drive (CR 1010). An existing one-story vacant structure, approximately 6,300 sq. ft. of floor area, exists on the east side of the property with unenclosed off-street parking spaces provided on the western portion of the lot. According to the Summit County Assessor's data, the existing structure was constructed in 1975. The existing building previously housed the Summit County Library and various office groups prior to becoming vacant in the fall of 2018.

Formerly in Summit County jurisdiction, in 1998, Town of Frisco Ordinance No. 98-2 approved the annexation of the subject parcel, known as the County Library Parcel. This was followed by Ordinance 98-3 which rezoned the parcel from Summit County R-2 to the Frisco Mixed Use District with the Main Street Overlay.

On August 8, 2017, the applicant appeared before the Town Council requesting a conditional use to allow one-hundred percent (100%) residential uses for seven (7) dwelling units within the proposed Library Lofts multi-family residential project. Based upon the findings made and conditions imposed at its public hearing on August 8, 2017, the Town Council approved the application subject to conditions. Through the Town Code in effect during the review of the original application, the conditional use approval has expired through §180-30.D.3.:

*Final approval. Final approval or disapproval of a conditional use rests with the Town Council. The Town Council shall make its decision after considering the recommendation of the Planning Commission. Unless a business license has been issued for the use, or a building permit issued for the project within a period of one (1) year from the date of conditional use approval, the conditional use approval shall expire.*

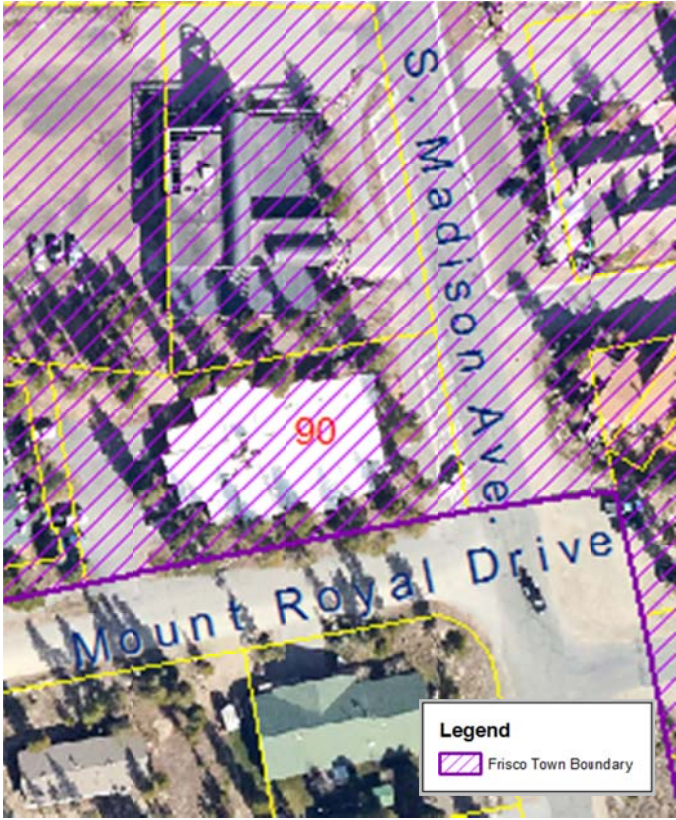
Concurrently with this conditional use application, Crowe Architects submitted a development application for the modification to the proposed multi-family residential structure. The Planning Commission held a public hearing on the development application and conditional use at their December 6, 2018 meeting and approved the development application subject to conditions. They also forwarded a recommendation of approval to the Town Council for the request of a conditional use for the residential use by a vote of 4-0. The development application approval is contingent upon the Town Council approval of the conditional use. (This application is being reviewed under the old code.)

The application before the Town Council is for the conditional use application to allow one-hundred percent (100%) residential use within the proposed Library Lofts structure proposed for 90 S. Madison Avenue.

Below is a vicinity map of the subject property with an aerial photography base layer. Also included for reference are photographs of the subject property.



Vicinity Map



Town of Frisco Boundary



View from southeast corner (04/20/2017)



View from northeast corner (April 20, 2017)



View from southwest corner (Google Earth, August 2008)

## **Project Review:**

### **Analysis - Conditional Use [§180-30]**

The Planning Commission reviews all conditional use applications and forwards a recommendation to the Town Council for the approval, approval with conditions, or denial of the application. The Town Council has the final decision in authorizing a conditional use. At their meeting on December 6, 2018, the Planning Commission voted 4-0 to recommend approval to Town Council with the findings and conditions as stated in the staff report.

The property is zoned Mixed-use (MU) District. The Frisco Town Code (Code) [§180-15] states that all permitted uses in the MU District must consist of a mixture of residential and commercial uses, with each such sort of use making up not less than twenty percent (20%) of the total floor area of all uses within a single zone lot. Since the applicant is proposing to remove the existing office use, the property will contain 100% residential use requiring a conditional use review and approval.

Staff notes that the proposed Library Lofts multi-family residential project meets the required parking (for six (6) two-bedroom units, three (3) one-bedroom units plus required guest parking spaces). If the applicant was to provide a commercial use, parking would need to be re-evaluated and additional parking from what is currently provided would most likely be required.

It is the responsibility of the applicant to establish that each of the following conditional use criteria has been met. The applicant's response to each of these review criteria is below. A staff review is also provided for each criterion:

- |  |
|--|
| a. That the proposed use in its particular location is necessary or desirable to provide a service or facility that will contribute to the general welfare of the community. |
|--|

**Applicant's Response:** *"Given the proposed Library Lofts development is bordered on three contiguous sides by solely residential developments, with the exception of Peak One School to the north, the proposed conditional use request for residential is consistent and compatible with its residential neighbors and as such does not adversely change the complexion or intent of the masterplan or the integrity/fabric of the neighborhood".*

**Staff's Analysis:** This project provides a desirable residential use in this particular location that will contribute to the general welfare of the community. The conditional use proposal will provide nine (9) new residential housing units within walking distance to Main Street businesses, a Summit Stage bus stop, a school, the Post Office, Town Hall, and the Recpath. We see residences in this location as being complementary to the existing uses, provides additional vitality to the Main Street neighborhood, and has the potential to allow greater use of transit. This criterion is met.

b. That such use will not, under the circumstances of the particular case and the conditions imposed, be detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community.

**Applicant's Response:** *As stated in the response to Number 1 above, the proposed request will in no way be detrimental to the health, safety and general welfare of the persons or property, nor will this use have any negative impact on any surrounding functions within the Community. In addition, per the findings of the traffic study, the proposed "exclusive" residential use will in fact reduce traffic which will be an attribute to the adjacent residential development.*

**Staff's Analysis:** As long as the proposed project meets all applicable zoning and building code requirements, the proposed use does not appear to be detrimental to the health, safety and general welfare of the community. The recommended conditions in the staff report are to assist in addressing health, safety, and welfare. It is not anticipated that the use will create any negative noise, odors, or visual impacts. The project will not be detrimental to the health, safety and welfare to the community if the project is approved pursuant to the proposed conditions referenced below. This criterion is met.

c. That the proposed use will comply with the regulations and conditions specified in the Town Code for such use.

**Applicant's Response:** *"The proposal use will comply and fall within all conditions and regulations for this use per the Town Code".*

**Staff's Analysis:** Conditions of this staff report allow for this criterion to be met.

d. That the proposed use conforms to the goals and objectives of the Community Plan for the Town of Frisco.

**Applicant's Response:** *"In light of the proposed developments context within a predominantly residential environment it will enhance not diminish the peaceful enjoyment of the neighborhood by both reducing traffic and providing a compatible occupancy that is aesthetically congruent and consistent with the Main Street Overlay District's Goals and Objectives, which will in turn serve to expand and enrich the Main Street Corridor".*

**Staff's Analysis:** Staff has evaluated the current proposal for consistency with the Master Plan and does not feel that the proposal conflicts with any of the policies outlined in the Plan. This conditional use request appears to be supported by the Quality of Life Statements in the Frisco Community Plan, specifically:

- *A&C 2. Enhance Frisco as a cohesive community, which includes full-time residents, second homeowners, businesses and visitors.*
- *BE 1. Encourage eclectic and sustainable designs for new construction and redevelopment to enhance the community's character.*
- *BE 3. Preserve and enhance the Main Street area as the heart of the community.*
- *EC 3. Encourage and direct economic growth.*
- *HS 2. Ensure new housing is compatible with adjacent properties and compliments existing neighborhoods.*

This criterion is met.

e. That the proposed use furthers the architectural qualities and character of the community.

Applicant's Response: *"In light of the proposed developments context within a predominantly residential environment it will enhance not diminish the peaceful enjoyment of the neighborhood by both reducing traffic and providing a compatible occupancy that is aesthetically congruent and consistent with the Main Street Overlay District's Goals and Objectives, which will in turn serve to expand and enrich the Main Street Corridor".*

Staff's Analysis: The architectural qualities of the proposed building are compatible with the small mountain town character of Frisco. The applicant is proposing a mountain contemporary style architecture that is complementary to Frisco's eclectic character. This criterion is met.

f. That the proposed use is compatible in function and design with surrounding land uses.

Applicant's Response: *"Although the elimination of retail/office may seem to diminish the retail tax base, the addition of residents to the Central Core/Main Street District actually serves to enhance the economic sustainability of the existing businesses via the economic stimulation and vitality these new families/residents will bring to the commerce of Main Street as well as Summit Boulevard. The proposed development will not only enhance the streetscape but is a sustainable solution given the preservation of the existing structure. In the end, people not buildings create economic sustainability; therefore affording the opportunity to bring to fruition fresh new dwellings, will serve to maintain and enhance economic growth which in turn will increase the vitality and vibrancy of the community".*

Staff's Analysis: Staff finds that the proposed use is compatible to the surrounding land uses. The proposed residential use would be compatible to the residential dwelling units located within adjacent properties and the nearby Main Street retail, restaurants, and office uses. The nearby transit stop on West Main Street will support the use of public transportation for the residents of this project. The location serves as a transition between Main Street and the low density residential neighborhoods to the south and west. The use is compatible with surrounding land uses and in keeping with the overall intent of the land use designation of the area. This criterion is met.

### **Public Comment**

The Community Development Department had received one (1) public comment from Tim Sabo, Allen-Guerra Architecture for the Planning Commission dated December 06, 2018. While written for the Planning Commission, it has been included as an attachment to this report.

## **Recommendation**

On December 6, 2018, by a vote of 4-0, the Frisco Planning Commission conditionally approved the modifications to the development application for the proposed multi-family residential project, located at 90 South Madison Avenue. By the same vote, the Planning Commission recommended the Town Council approve the subject's conditional use request.

On that basis, it is Staff's

### RECOMMENDATION

That the Town Council consider the recommendation of the Planning Commission and staff and

APPROVE the Conditional Use Request for one-hundred (100%) residential use within the proposed Library Lofts multi-family residential project located at 90 South Madison Avenue/"Summit County Library Tract" (TR 5-78, Sec 34, Qtr 1, Pt of Flora Placer Cont.) and Lot E-4, Frisco West Filing 1, subject to the following recommended findings and conditions:

### **Recommended Findings:**

Based upon the review of the staff memorandum dated January 22, 2019, and the evidence and testimony presented at the public hearing on that date, the Town Council finds:

The proposed conditional use request for the multi-unit residential dwellings is in general conformance with the Town of Frisco Zoning Code, specifically Section 180-30, Conditional Uses, because the following criteria established for allowing a conditional use have been met:

- a. Because the Community Plan encourages providing a desirable service and facility to the community and the proposed multi-unit residential dwellings will contribute to the general welfare of the community by adding residential dwelling units. The conditional use proposal will provide nine (9) new residential housing units in a desired location within walking distance to Main Street businesses, Summit Stage bus stop, a school, the Post Office, Town Hall, and the recreation path. The location of residences are in a place as being complementary to the existing uses, provides vitality, and has the potential to allow greater use of transit.
- b. Because the proposed structure is required to comply with all applicable Town codes, and the conditions set forth in this staff memo are intended to address health, safety, and welfare, the use will not, under the circumstances of the particular case and conditions imposes, be detrimental to the health, safety, and general welfare of persons nor injurious to property or improvements in the community.
- c. Because all the conditions of the staff report must be met, the proposed residential dwelling use will comply with the regulations and conditions in the Town Code for such use.
- d. Because the proposed residential dwelling use conforms to the goals and objectives of the Frisco Community Plan including enhancing Frisco as a cohesive community which includes full-time residents and second



homeowners, encouraging eclectic and sustainable designs for new construction and redevelopment to enhance the community's character, preserving and enhancing the Main Street area as the heart of the community and ensuring new housing is compatible with adjacent properties and compliments existing neighborhoods.

- e. Because the proposed structure will be compatible with the other structures located in the vicinity, providing a mountain contemporary style of architecture that is complementary to Frisco's eclectic character, it meets the small mountain town character of Frisco, and the proposed use furthers the architectural qualities and character of the community.
- f. Because the proposed residential dwelling use provides Frisco residential units in close proximity to Main's Street retail, restaurants and office uses, it will be compatible to the surrounding land uses. The nearby transit stop on West Main Street will support the use of public transportation for the residents. The use is compatible with surrounding land uses and in keeping with the overall intent of the land use designation of the area.

Attachments:

- Public Comment, Tim Sabo
- Town of Frisco Zoning Ordinance:
  - §180-13. Mixed Use District
  - §180-30. Conditional Uses
- Conditional Use Application Materials

cc: Todd Crowe, Crowe Architects

**From:** Tim Sabo  
**Sent:** Thursday, December 06, 2018 2:08 PM  
**To:** 'joycea@townoffrisco.com'  
**Subject:** Mixed Use Zoning, etc.

Hi Joyce –

Hope all is well! I am writing this note to you and request it be shared with the town planning staff and the planning commission.

This communication is not in regard to any particular project application, however I want to voice a concern regarding the trend of development applications proposing to utilize land solely for residential uses that is currently zoned for commercial use, mixed use, etc.

I've been a resident and a business owner of Frisco since 1995, and served on the Planning Commission for 5+ years in the early 2000's, and regularly attend Frisco's public input sessions and workgroups. I understand many of the challenges facing Frisco.

- how to deal with Frisco's popularity as a tourist spot
- the demand for second homes here (65% of all housing units?)
- lack of employee housing in Frisco (and the rest of the County)
- the challenge of finding an affordable home
- the challenge of finding and keeping employees due to lack of housing
- preserving "Historic" (old) buildings
- parking....
- cell service (can you hear me now? How about now? Hello? Hello?)

One additional concern that many people don't know that exists is the lack of available commercial space for future business in the central core.

The purpose of the Mixed Use Zoning in Frisco's Unified Development Code:

*To increase the efficiency of land use, the number of residents **and** the diversity of commercial activities in those transition areas between the core commercial districts and residential districts, and to emphasize and encourage pedestrian and bicycle circulation.*

Mixed Use developments in the downtown core can provide the benefit of adding housing density in the core, along with business opportunities and economic and job-providing vitality that gives a downtown its reason to exist. When land zoned for commercial uses is negotiated into solely residential use, it takes away opportunity for businesses to locate in those areas forever. The Mixed Use zoning has not been enforced as a priority to achieve the stated goals. A quick look at the Zoning Map at friscogov.com shows that most of the Mixed Use zoned properties are occupied by government use, or full-residential properties. Another search for Commercial properties available in Frisco yields next to nothing for a new, existing or growing business to move into in the Central Core.

The Mixed Use Zoning is a tool that the town has in its code to require developer's to provide a mix of commercial property to support the residential development that yields so much return for their project proformas. This tool helps build a balance town. Similar to the density bonus for providing affordable housing units in a development. Developers won't build what the town needs if they aren't required or given incentives to do so. That's why these tools are in place.

While serving as a planning commissioner, I voted on several proposals to convert commercial properties to residential, with varied results.

For example:

- Wood Bridge, at the far West end of Main Street used to be a mixed use building with a street-level restaurant with residential became all residential condos.
- Bear's Den on 6th and Granite was voted to stay as mixed use with ground floor commercial, with residential above, and still houses several business on the ground floor today. Bear's Den was built during a time when Frisco used to require new building in the central core to include ground-floor commercial use, which created a potential for mixed use. Ground-floor Commercial Use is no longer the priority it once was in the building code.

The addition of the recent and ongoing development in the GW Gateway zone has provided lots of much-needed opportunity for businesses to locate in brand-new buildings in the automobile accessed side of town.

While residential housing is a problem that needs solved, I feel the downtown area needs to keep Mixed Use Zoning as a priority, to provide locations for business that serve our town's citizens and visitors alike. Once a Mixed Use property goes to full-residential use, it doesn't ever become a commercial property again.

Thanks for reading, and for serving our community!

Tim

Tim Sabo

**Allen-Guerra Architecture**

P.O. Box 5540

711B Granite St

Frisco CO 80443

(970) 453-7002 ext. 6# office

(970) 389-2853 mobile

## ZONING

### **§ 180-15. Mixed Use District [Amended 09-05-95, Ord. 95-06; 01-02-01, Ord. 00-10; 06-13-06, Ord. 06-02; 02-12-08, Ord. 07-14; 11-11-08, Ord. 08-15, Ord. 14-01, 02-11-14]**

In the MU Mixed Use District, the following regulations apply:

- A. Purpose: To increase the efficiency of land use, the number of residents and the diversity of commercial activities in those transition areas between the core commercial districts and residential districts, and to emphasize and encourage pedestrian and bicycle circulation.
- B. Permitted uses: All permitted uses within the Mixed Use District must consist of a mixture of residential and commercial uses, with each such sort of use making up not less than twenty percent (20%) of the total floor area of all uses within a single zone lot.
  - 1. Accessory housing unit, one (1) per principal residential unit
  - 2. Art and entertainment centers
  - 3. Fast food restaurants
  - 4. Home offices
  - 5. Light retail
  - 6. Medical offices
  - 7. Offices
  - 8. Personal services
  - 9. Residential dwellings units located above ground floor nonresidential uses for properties along Main Street
  - 10. Residential dwelling units for properties not along Main Street
  - 11. Restaurants
  - 12. Sexually oriented businesses
  - 13. Cabin Housing as set forth in Section 180-18.8
- C. Conditional uses: Conditional uses shall be exempt from the ratio requirements of residential floor area to commercial floor area that permitted uses are subject to.
  - 1. Boarding, rooming or lodging facilities
  - 2. Child day care facilities

## ZONING

3. Churches
  4. Condominium hotels
  5. Fractional ownership units
  6. Health, recreation and exercise establishments
  7. Hotels and motels
  8. Light retail
  9. Medical office
  10. Offices
  11. Public buildings and uses
  12. Residential dwelling units
  13. Transit oriented facilities and uses
- D. Dimensional requirements.
1. Minimum lot area: none
  2. Minimum lot frontage: none
  3. Setback requirements for properties on Main Street:
    - a. Front yard: five (5) feet
    - b. Side yard: five (5) feet
    - c. Rear yard: ten (10) feet
  4. Setback requirements for all other properties:
    - a. Front yard: twenty (20) feet
    - b. Side yard: ten (10) feet
    - c. Rear yard: ten (10) feet
  5. Parking: For properties with frontage on Main Street, on-site parking shall not be located along the part of the property abutting Main Street.

## ZONING

6. Maximum building height:
  - a. Forty-five (45) feet for a pitched roof and thirty-five (35) for a flat roof.
  - b. The first floor ceiling height shall be a minimum of ten (10) feet in height.
  
7. Maximum density (residential uses only): fourteen (14) units per developable acre.
  - a. Accessory Housing Unit Exemption: Any accessory housing unit meeting the town's requirements may be exempted from the density calculation as long as the unit is deed-restricted for rent to persons earning a maximum of 80% of the area median income, at a rate established by the Summit County Combined Housing Authority for that income level, and pursuant to other criteria as established from time to time by the Town or the Summit County Combined Housing Authority.
  - b. Affordable Housing Exemption: A density bonus over the maximum allowable density is available. A density bonus is an increase in the allowable number of dwelling units over the maximum density, provided that:
    - i. A minimum of 50% of the total number of bonus units is provided as affordable housing; or
    - ii. For each bonus dwelling unit allowed, at least two affordable housing units are provided on property outside of the subject property, but within the Town of Frisco or within one (1) mile of any corporate limit of the Town of Frisco.
  
8. Lot coverage: Lot coverage shall not exceed sixty percent (60%) of the total lot area. If additional lot coverage incentives are utilized, in no instance shall the aggregate lot coverage allowed be more than an additional 12 percentage points of the lot area.
  - a. Lower Building Height exemption:
    - i. A one percentage point (1%) increase in the maximum allowable lot coverage shall be permitted for buildings constructed from 41' to 42' in height.
    - ii. A two percentage point (2%) increase in the maximum allowable lot coverage shall be permitted for building constructed from 39' to 40.99' in height.

## ZONING

- iii. A three percentage point (3%) increase in the maximum allowable lot coverage shall be permitted for buildings constructed from 37' to 38.99' in height.
  - iv. A four percentage point (4%) increase in the maximum allowable lot coverage shall be permitted for buildings constructed from 35' to 36.99' in height.
  - v. If multiple buildings of varying building heights are constructed on a single parcel, the Community Development Department shall assess this lot coverage incentive in a proportional amount based on the floor area of each building proposed. In no instance shall this lot coverage incentive result in an increase in more than five percentage points per lot.
9. Open space shall be provided in the amount of ten (10) percent of the gross floor area.
- E. Development standards: All development is subject to the goals and standards of the applicable overlay district as set forth in §180.18.1 - §180.18.7.

## ZONING

### **§180-30. Conditional Uses. [Amended 9-5-95, Ord. 95-09; 12-17-96, Ord. 96-28, 6-24-03, Ord. 03-14; 10-12-04, Ord. 04-16]**

- A. Purpose. Conditional uses are uses which, because of their character, size and potential impacts, may or may not be appropriate in particular zoning districts. The conditional use requirement is intended to allow for the integration of certain land uses and structures within the Town of Frisco, based on conditions imposed by the Town Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses and on the basis of all zoning, subdivision and other ordinances applicable to the proposed location and zoning district. Conditional uses shall not be allowed where the conditional use would create a nuisance, traffic congestion, a threat to the public health, safety or welfare of the community or a violation of any provision of the Town Code, state law, rule or regulation promulgated pursuant thereto. Uses not specifically described as permitted or conditional uses in a particular zone district may be considered a conditional use in that zone district if the Director of the Community Development Department determines, in writing, that the proposed use is substantially similar to a use specifically described as a permitted use or conditional use in that particular zone district.
- B. Approval required. Conditional use approval shall be required for those uses listed as conditional uses in the district regulations, and for uses determined, pursuant to Paragraph A above, to be substantially similar to a use specifically described as a permitted use or conditional use in that particular zone district. Conditional use approval may be revoked upon failure to comply with conditions precedent to the original approval of the conditional use.
- C. Processing of conditional uses.
1. Application. An application for approval of a conditional use shall be filed by a person having an interest in the property to be developed. The application shall be made on a form provided by the Town of Frisco. A complete application, including fees, and containing all of the applicable information required in Subsection (3) below, shall be presented to the Community Development Department not less than fifty-two (52) days prior to the regular Planning Commission meeting at which it will be heard if the application is submitted concurrently with a development application requiring Planning Commission review. If Planning Commission review is not required for a related development application, then the complete conditional use application shall be presented to the Community Development Department not less than thirty-seven (37) days prior to the regular Planning Commission meeting at which it will be heard. The Community Development Department may, at its discretion and for good cause, require a longer submittal period. The applicant must contact the Community Development Department for further information on the application submittal process. **[Amended 10-12-04, Ord. 04-16]**
  2. Preapplication conference. A preapplication conference shall be held with the Community Development Department in order for the applicant to:



## ZONING

- a. Become acquainted with the conditional use requirements and other related town requirements.
    - b. Obtain a checklist of what the application shall include plus additional documentation that may be required as set forth in § 180-19 and 180-20.
  3. Documentation required. The application for a conditional use shall include all documentation specified in §180-19 plus the following:
    - a. Fifteen (15) copies of a site map indicating existing structures and their current uses.
    - b. A written statement of intent explaining the objectives to be achieved by the use and a description of the possible impacts, both positive and negative, of the proposal.
    - c. Traffic analysis indicating anticipated average daily traffic volumes if determined necessary by the town.
    - d. Any other information that may be required in order for the Planning Commission and Town Council to make an informed decision, as determined by the Community Development Department.
- D. Review procedure and approval.
  1. Public hearing. The Planning Commission and Town Council shall hold public hearings for which public notice is given to hear testimony and evidence pertinent to the proposed conditional use. Planning Commission will make a recommendation to Town Council for approval, approval with conditions or denial on every conditional use application. In authorizing any conditional use, the Planning Commission and Town Council shall consider all public comments, testimony and evidence pertinent to the proposed use, and shall impose such requirements and conditions as may be necessary or desirable for the public welfare and achievement of the Frisco Master Plan and community goals and objectives.

If a development application is a component of the proposed Conditional Use, a development application must be submitted concurrently for the Town to adequately review the full proposal.
  2. Basis for issuance of a conditional use. The Planning Commission and Town Council shall evaluate the conditional use application pursuant to the following criteria; it shall be the duty of the applicant to establish that each of the following criteria are met:
    - a. That the proposed use in its particular location is necessary or desirable to provide a service or facility that will contribute to the general welfare of the community.

## ZONING

- b. That such use will not, under the circumstances of the particular case and the conditions imposed, be detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community.
  - c. That the proposed use will comply with the regulations and conditions specified in the Town Code for such use.
  - d. That the proposed use conforms to the goals and objectives of the Master Plan for the Town of Frisco.
  - e. That the proposed use furthers the architectural qualities and character of the community.
  - f. That the proposed use is compatible in function and design with surrounding land uses.
3. Final approval. Final approval or disapproval of a conditional use rests with the Town Council. The Town Council shall make its decision after considering the recommendation of the Planning Commission. Unless a business license has been issued for the use, or a building permit issued for the project within a period of one (1) year from the date of conditional use approval, the conditional use approval shall expire.



BUILDING 'A'	A	B	C
NATURAL GRADE	9086	9086	9085
PROPOSED GRADE	9086.5	9086.5	9086
RIDGE HEIGHT	43.25' = 9129.25 USGS		
CUPOLA HEIGHT	45.91' = 9131.91 USGS		
EAVE HEIGHT, NATURAL GRADE	35.5	36.5	
EAVE HEIGHT, PROPOSED GRADE	35.5	36.5	

BUILDING 'B'	D	E	F
NATURAL GRADE	9085	9085	9085
PROPOSED GRADE	9085	9085	9085
RIDGE HEIGHT	42.67' = 9128.17 USGS		
CUPOLA HEIGHT	45.33' = 9130.83 USGS		
EAVE HEIGHT, NATURAL GRADE	36.5	36.5	
EAVE HEIGHT, PROPOSED GRADE	36.5	36.5	

BUILDING 'C'	G	H	J
NATURAL GRADE	9085	9084.8	9084.5
PROPOSED GRADE	9085	9085	9085
RIDGE HEIGHT	42.83' = 9127.83 USGS		
CUPOLA HEIGHT	45.50' = 9130.50 USGS		
EAVE HEIGHT, NATURAL GRADE	36.5	37	
EAVE HEIGHT, PROPOSED GRADE	36.5	36	

**PREVIOUS LOT CALCULATIONS:**

TOTAL SITE: 21,187  
 COVERAGE ALLOWED: 21,187 x .6 = 12,712  
 EXISTING: 6303 (BUILDING)  
 4836 (COVERED PARKING)  
 TOTAL COVERAGE: \*12,243/21,187 = 57.78%  
 OPEN SPACE REQUIRED: 1830  
 OPEN SPACE PROVIDED: 8,289  
 GROSS FLOOR AREA (ALL LEVELS): 18,303  
 ADJACENT OFFSITE PARKING = 6 SPACES  
 T.O.F. PAVING AREA: 1,771 SF  
 SNOW STORAGE REQUIRED WITH SNOW MELT SYSTEM: 252 SF  
 100 SF (100 SF PER 350 SF / .50)  
 SNOW STORAGE PROVIDED: 256 SF  
 COUNTY PAVING AREA: 1,361 SF  
 SNOW STORAGE REQUIRED @ 25%: 340 SF  
 SNOW STORAGE PROVIDED: 342 SF  
 DENSITY:  
 RESIDENTIAL: 7 TWO-BEDROOM UNITS  
 PARKING REQUIRED - 2/UNIT = 14 SPACES  
 PARKING PROVIDED = 16 SPACES  
 ADJACENT OFFSITE PARKING = 6 SPACES

**REVISED LOT CALCULATIONS:**

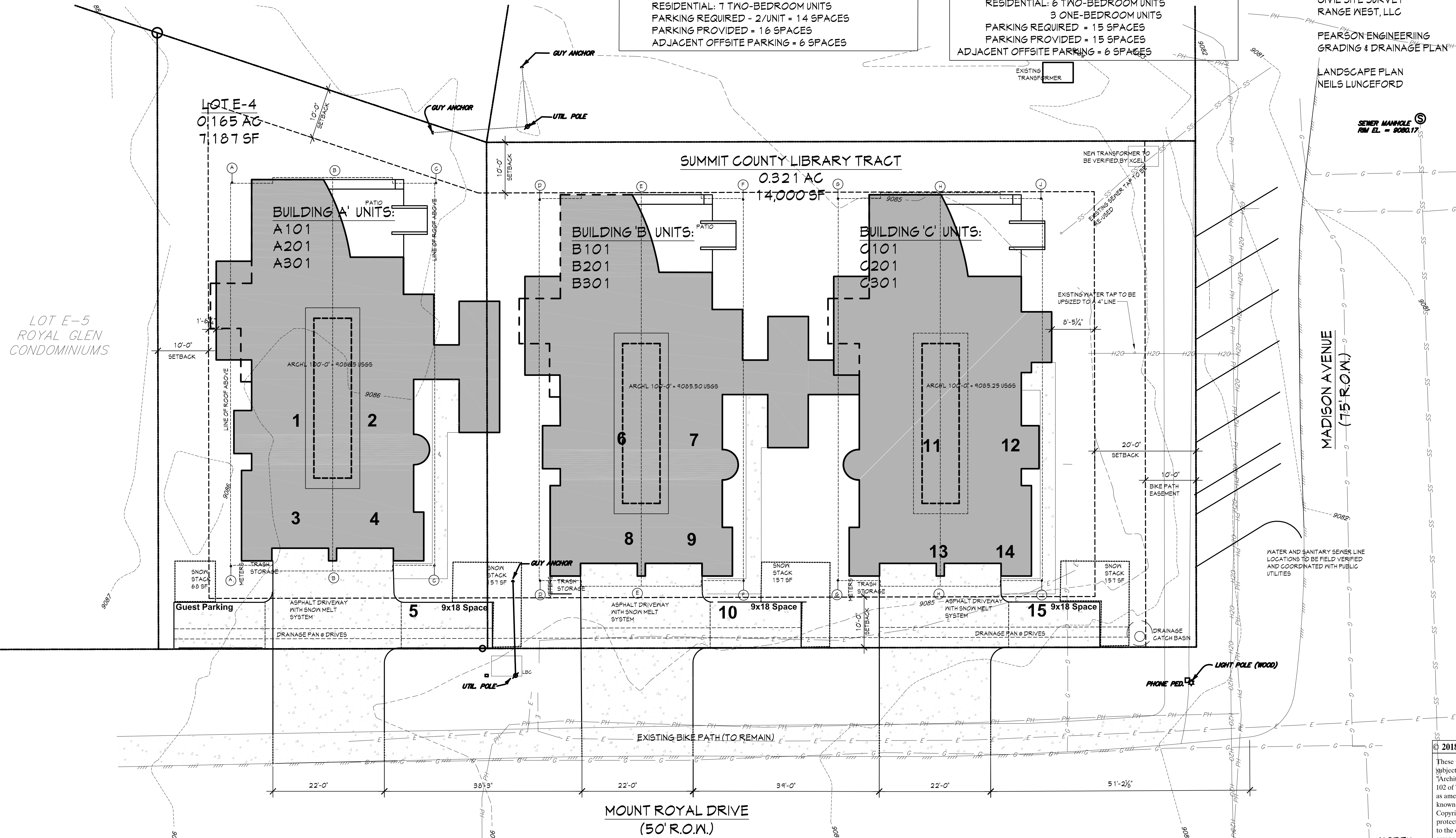
TOTAL SITE: 21,187 100%  
 COVERAGE ALLOWED: 21,187 x .6 = 12,712 SF 60%  
 BUILDING FOOTPRINTS: 7,757 SF 36.6%  
 DECKS BEYOND OVERHANG: 65 SF .003%  
 PAVED AREA: 1,983 SF 9.3%  
 WALKWAYS: 468 SF 2.2%  
 TOTAL COVERAGE: AREA/21,187 10,273 SF 48.5%  
 OPEN SPACE REQUIRED: 8,475 SF 40%  
 OPEN SPACE PROVIDED: 10,914 SF 51.5%  
 GROSS FLOOR AREA (HABITABLE SPACE): 18,564 SF  
 ADJACENT OFFSITE PARKING = 6 SPACES  
 PROPOSED DRIVEWAY AREA: 1,983 SF  
 SNOW STORAGE REQUIRED WITH SNOW MELT SYSTEM:  
 100 SF (100 SF PER 350 SF / .50): 283 SF  
 SNOW STORAGE PROVIDED: 539 SF  
 DENSITY:  
 RESIDENTIAL: 6 TWO-BEDROOM UNITS  
 3 ONE-BEDROOM UNITS  
 PARKING REQUIRED = 15 SPACES  
 PARKING PROVIDED = 15 SPACES  
 ADJACENT OFFSITE PARKING = 6 SPACES

**INDEX OF DRAWINGS:**

- ARCHITECTURAL RENDERING
- A001 SITE PLAN, CALCULATIONS
- A002 DEMOLITION SITE PLAN
- A100e BUILDING 'C' EAST UNIT PLANS
- A200e BUILDING 'C' EAST ELEVATIONS
- A100m BUILDING 'B' MIDDLE UNIT PLANS
- A200e BUILDING 'B' MIDDLE ELEVATIONS
- A100w BUILDING 'A' WEST UNIT PLAN
- A200w BUILDING 'A' WEST ELEVATIONS
- A101 COMPOSITE PLANS - STREET LEVEL
- A102 COMPOSITE PLANS - 2ND LEVEL
- A103 COMPOSITE PLANS - 3RD LEVEL
- A201 COMPOSITE ELEVATIONS
- A202 PERSPECTIVE NORTH AND NORTHEAST 3D VIEWS
- A203 PERSPECTIVE SOUTHEAST 3D VIEW
- CIVIL SITE SURVEY
- RANGE WEST, LLC
- PEARSON ENGINEERING
- GRADING & DRAINAGE PLAN
- LANDSCAPE PLAN
- NEILS LUNCFORD

**CROWE ARCHITECTS AIA PC**  
 ARCHITECTURE  
 PLANNING  
 INTERIORS  
 12700 Willow Lane  
 Lakewood, CO 80215  
 303.462.4636  
 303.462.4655 (fax)  
 croweworks@att.net  
 707 5th Street  
 P.O. Box 643  
 Spearfish, SD 57783  
 605.642.7677

NOTE: THE EXISTING/PROPOSED GRADE ON THE NORTH AND SOUTH SIDES OF THE BUILDINGS ARE VIRTUALLY THE SAME.



Revisions	Date	No.
	09/24/2018	- REVISED

Project

**THE LIBRARY LOFTS**  
 90 MADISON AVENUE  
 FRISCO, COLORADO

**SITE PLAN**  
 SCALE: 1" = 10'-0"

NOTE: SEE LANDSCAPE PLAN FOR ALL PLANTINGS

© 2018 CROWE ARCHITECTS  
 These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.

**SITE PLAN, CALCULATIONS**

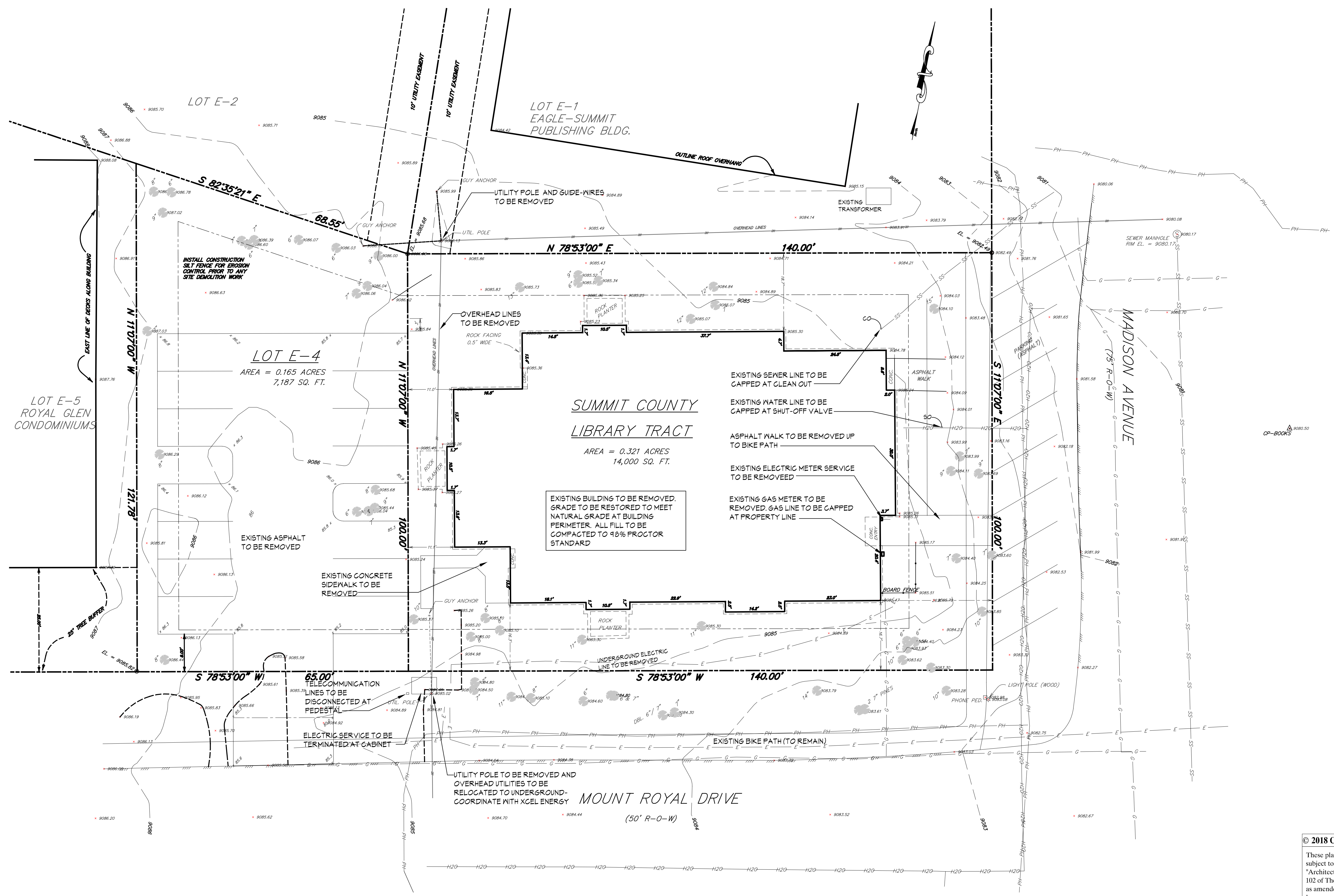
Sheet Number:

**A001**

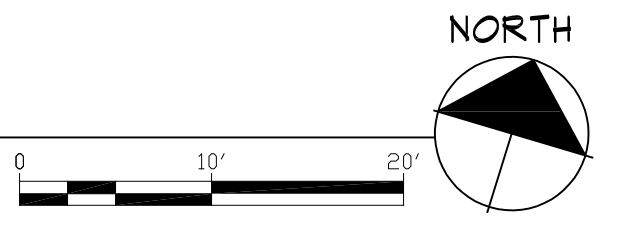
Revisions	Date	No.
	07/06/2018	

Project

**THE LIBRARY LOFTS**  
90 MADISON AVENUE  
FRISCO, COLORADO



**DEMOLITION SITE PLAN**  
SCALE: 1" = 10'-0"



© 2018 CROWE ARCHITECTS  
These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form and the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.

**DEMOLITION SITE PLAN**

Sheet Number:  
**A002**

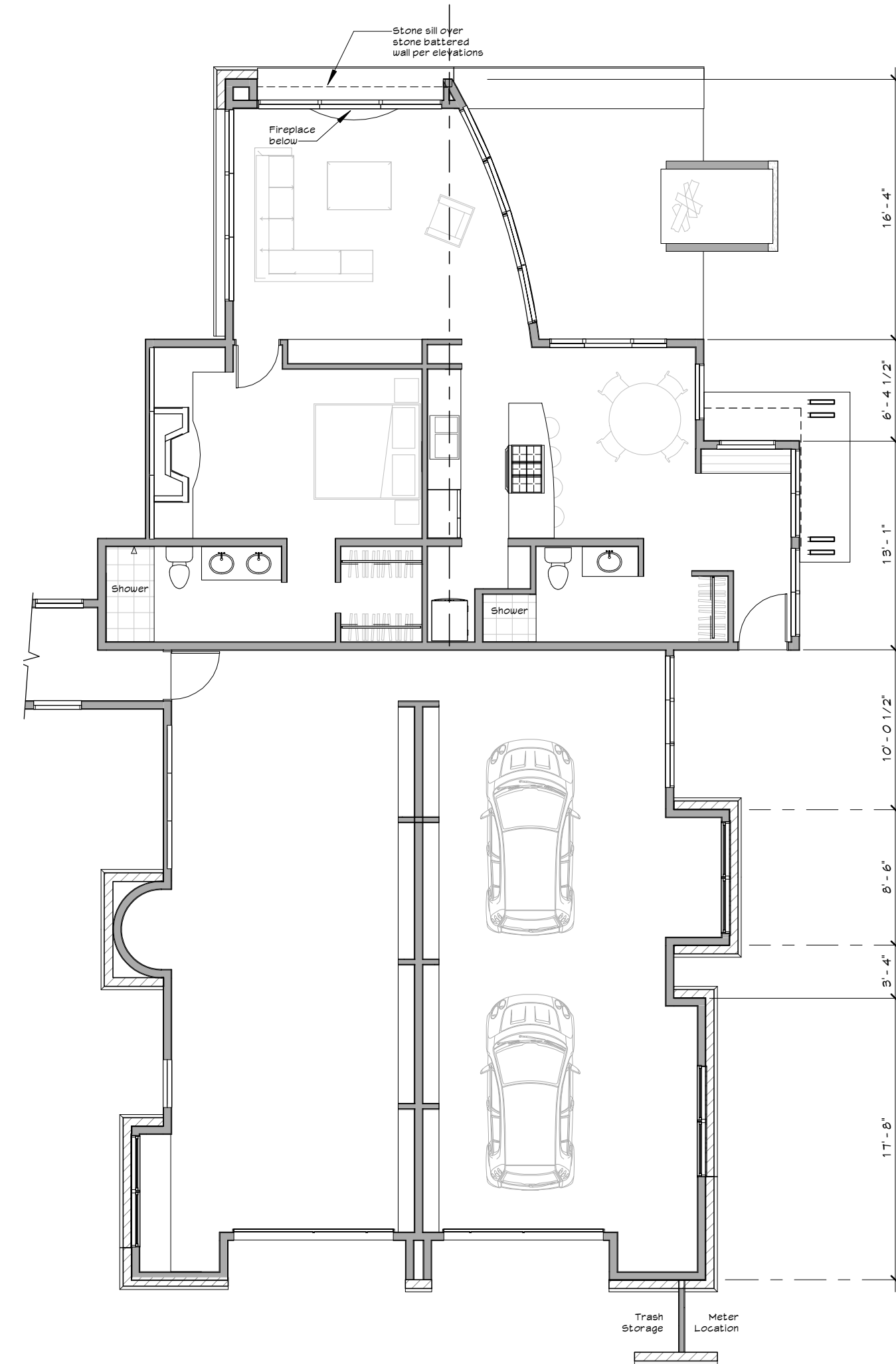
**PROGRESS PRINTS**  
NOT FOR CONSTRUCTION  
10/31/2018 2:33:54 PM

10-31-2018

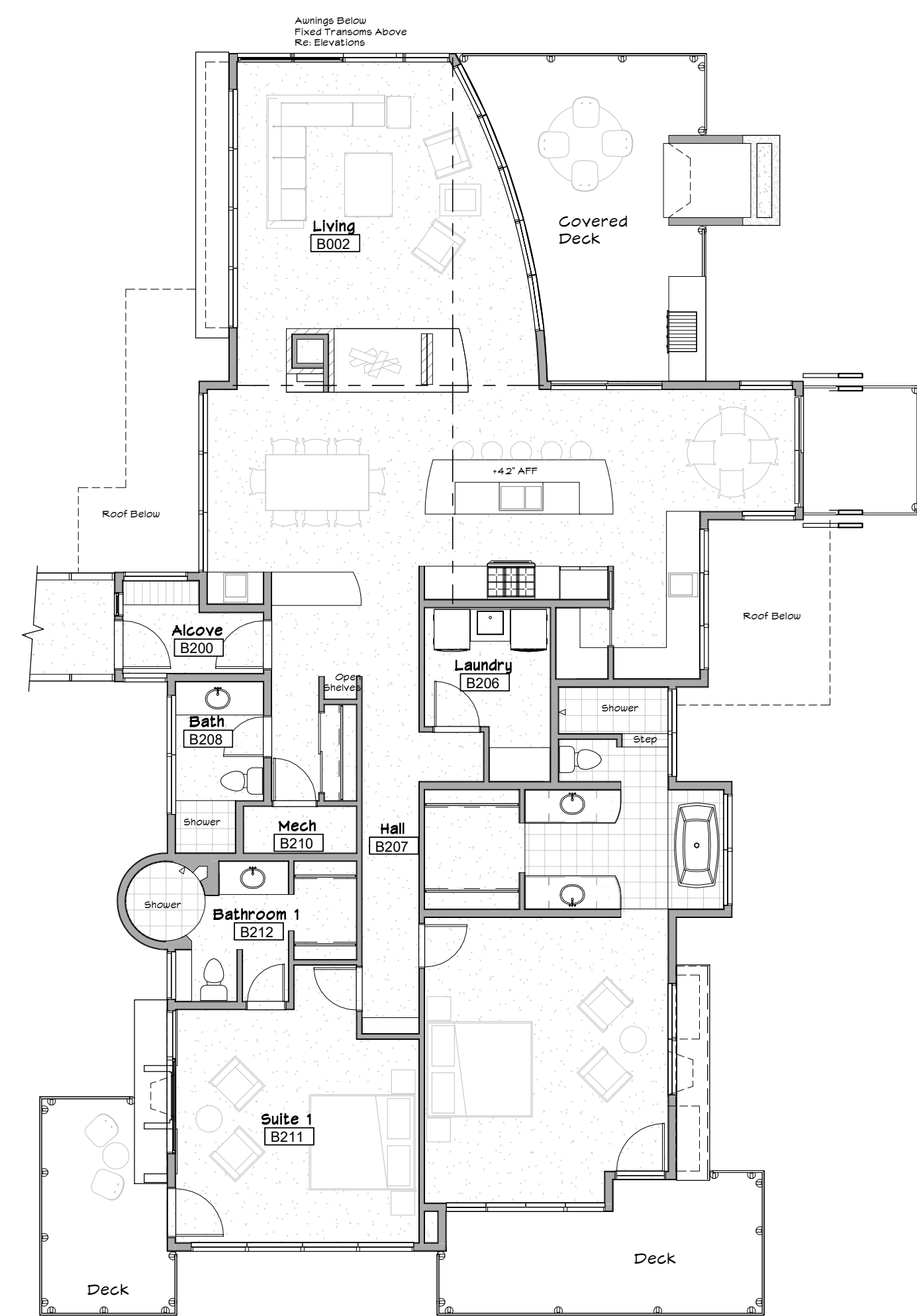
Revisions	Date	No.
-----------	------	-----

Project

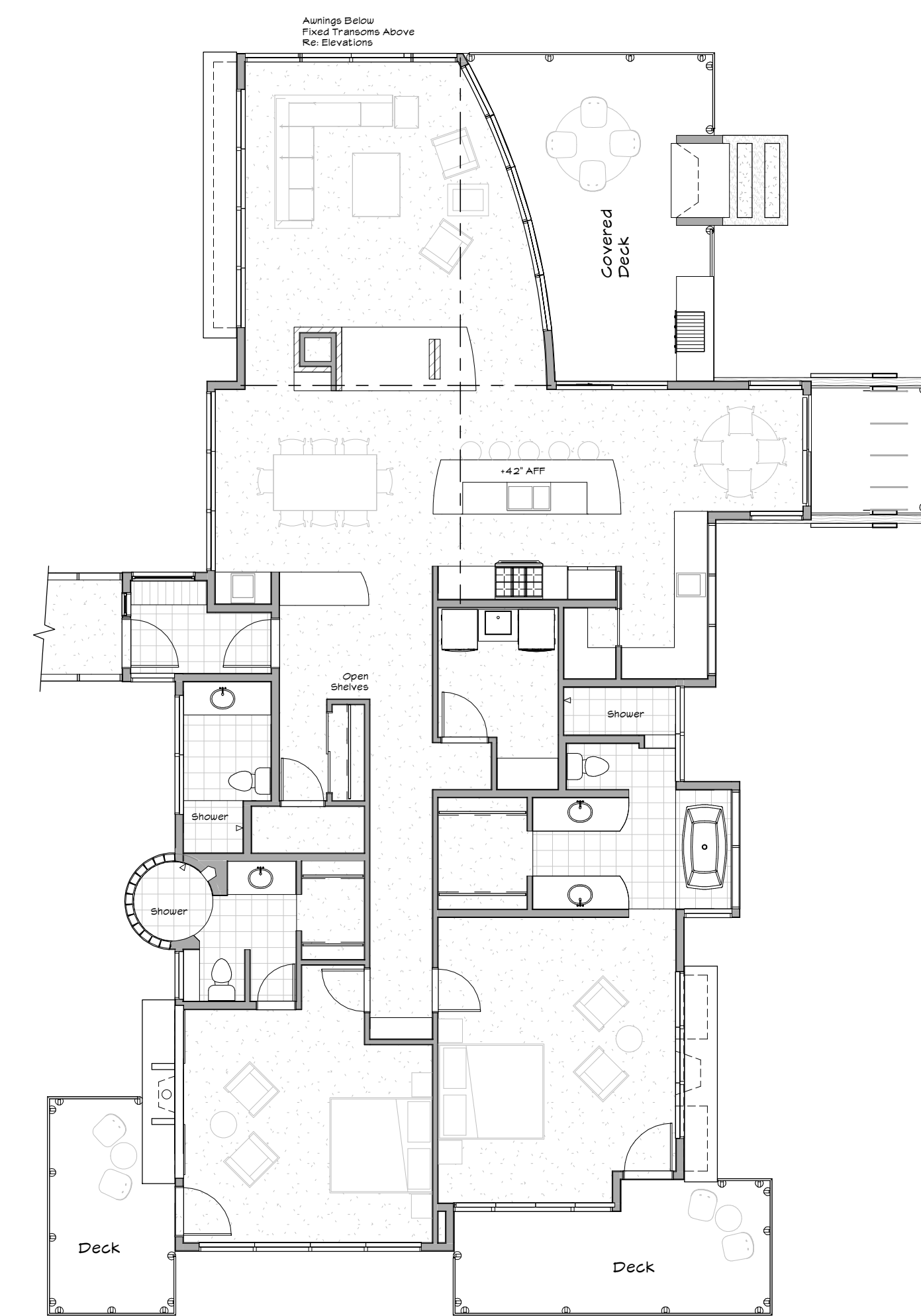
**THE LIBRARY LOFTS - EAST UNITS**  
90 MADISON AVENUE  
FRISCO, COLORADO



**1 LEVEL 1 - STREET LEVEL**  
1/8" = 1'-0"



**2 LEVEL 2 - UNIT PLAN**  
1/8" = 1'-0"



**3 LEVEL 3 - UNIT PLAN**  
1/8" = 1'-0"



© 2018 CROWE ARCHITECTS

These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.

Sheet Title:

TYPICAL UNIT FLOOR PLANS

East

Sheet Number:

**A-100E**

**PROGRESS PRINTS  
NOT FOR CONSTRUCTION**  
11/20/2018 3:30:57 PM

10-31-2018

Revisions	Date	No.

Project

**THE LIBRARY LOFTS - EAST UNITS**  
90 MADISON AVENUE  
FRISCO, COLORADO











Sheet Title:  
**BUILDING ELEVATIONS**

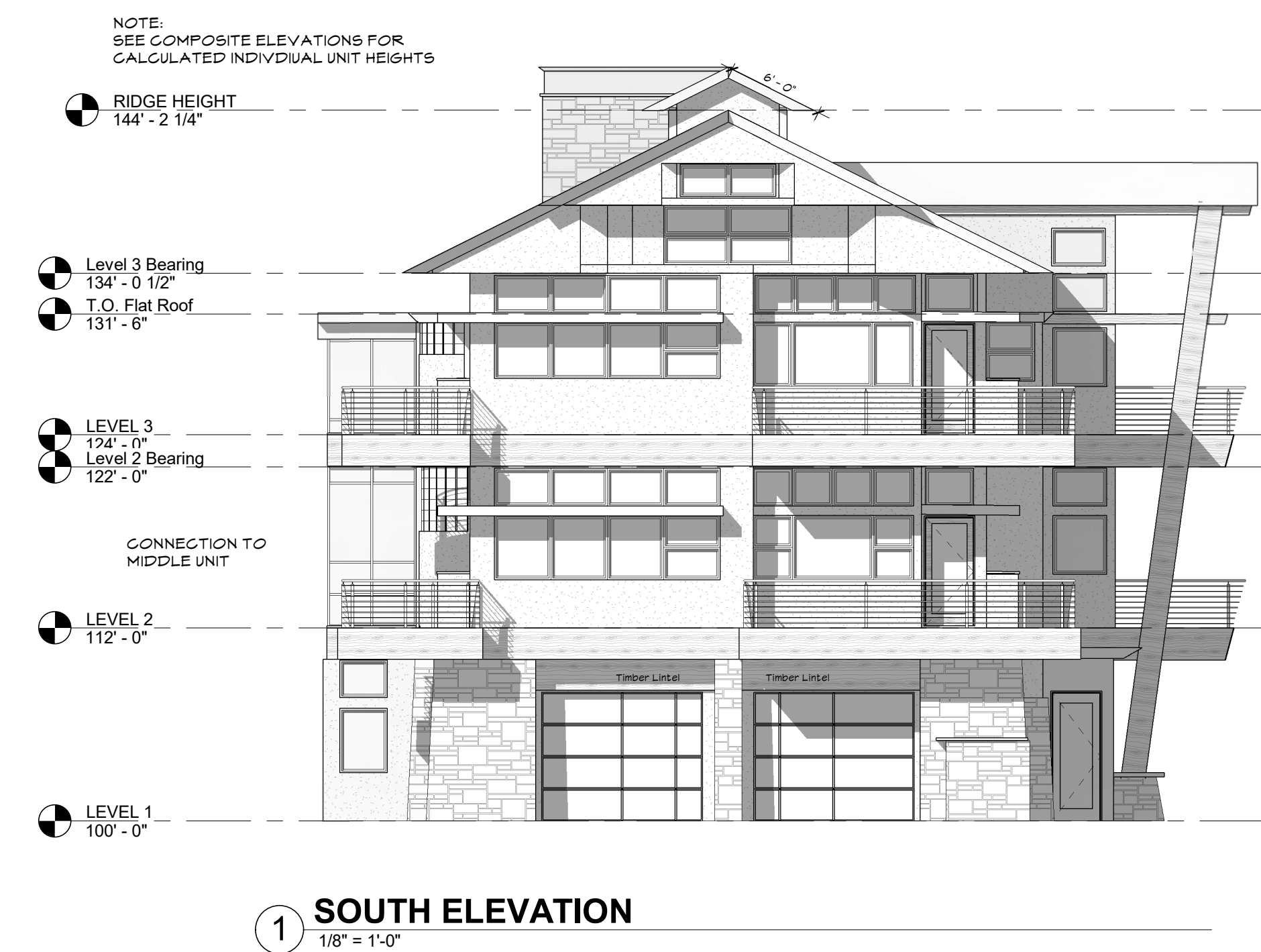
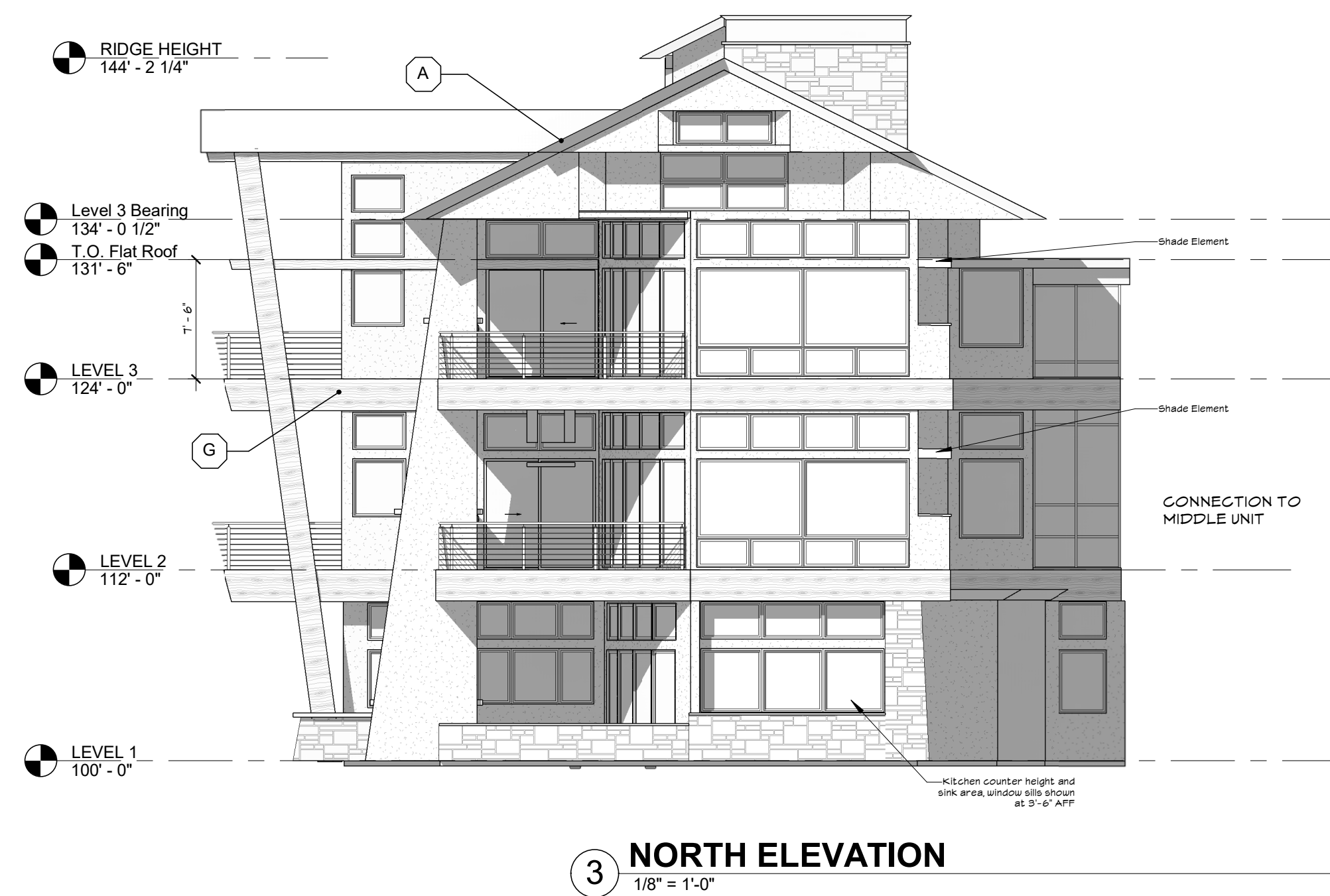
East

Sheet Number:

**A-200E**

**Exterior Finish Materials**

 <b>A</b> ROOFING: EVERGREEN SLATE ALTERNATE: Timberline Natural Shadow/Weatherwood	 <b>D</b> WINDOW GLADDING SAGE GREEN ALUMINUM
 <b>B</b> FROSTED GLASS BLOCK	 <b>E</b> EXTERIOR WALL ASH BROWN STUCCO
 <b>C</b> DECK RAILINGS ANODIZED SUN-METAL GRAY	 <b>F</b> STONE VENEER DRY-STACK FIELDSTONE
 <b>G</b> STAMPED COLORED CONCRETE - EXTERIOR FIREPLACE	 <b>H</b> NATURAL HEAVY TIMBERS
	 <b>I</b> T&G SOFFITS
	 <b>J</b> RECESSED CAN LIGHTING AT ENTRIES, COVERED DECKS



© 2018 CROWE ARCHITECTS  
These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.

**PROGRESS PRINTS  
NOT FOR CONSTRUCTION**  
10/31/2018 2:42:52 PM

10-31-18

Revisions	Date	No.

Project

**THE LIBRARY LOFTS - MIDDLE UNITS**

90 MADISON AVENUE  
FRISCO, COLORADO

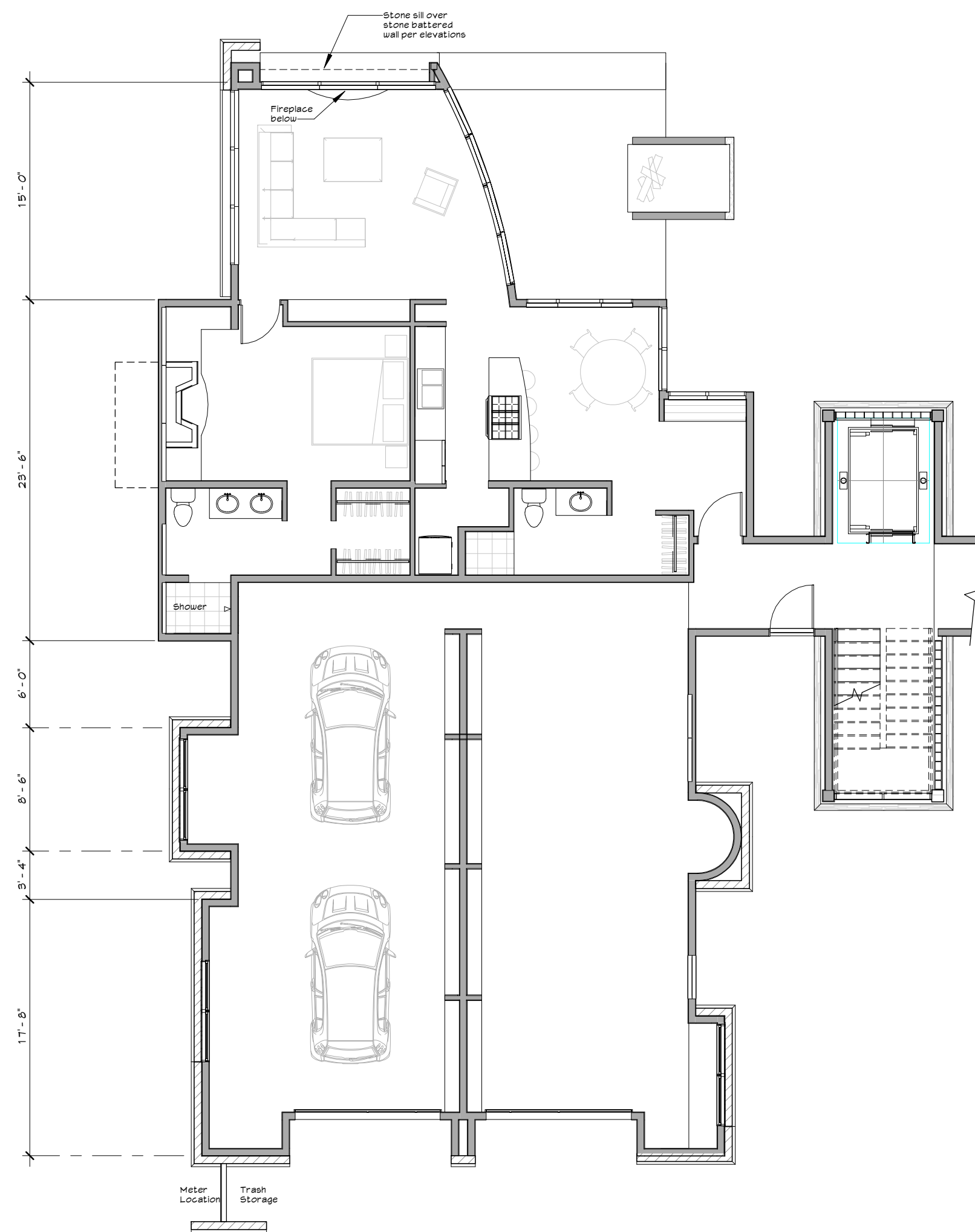
Sheet Title:

TYPICAL UNIT FLOOR  
PLANS

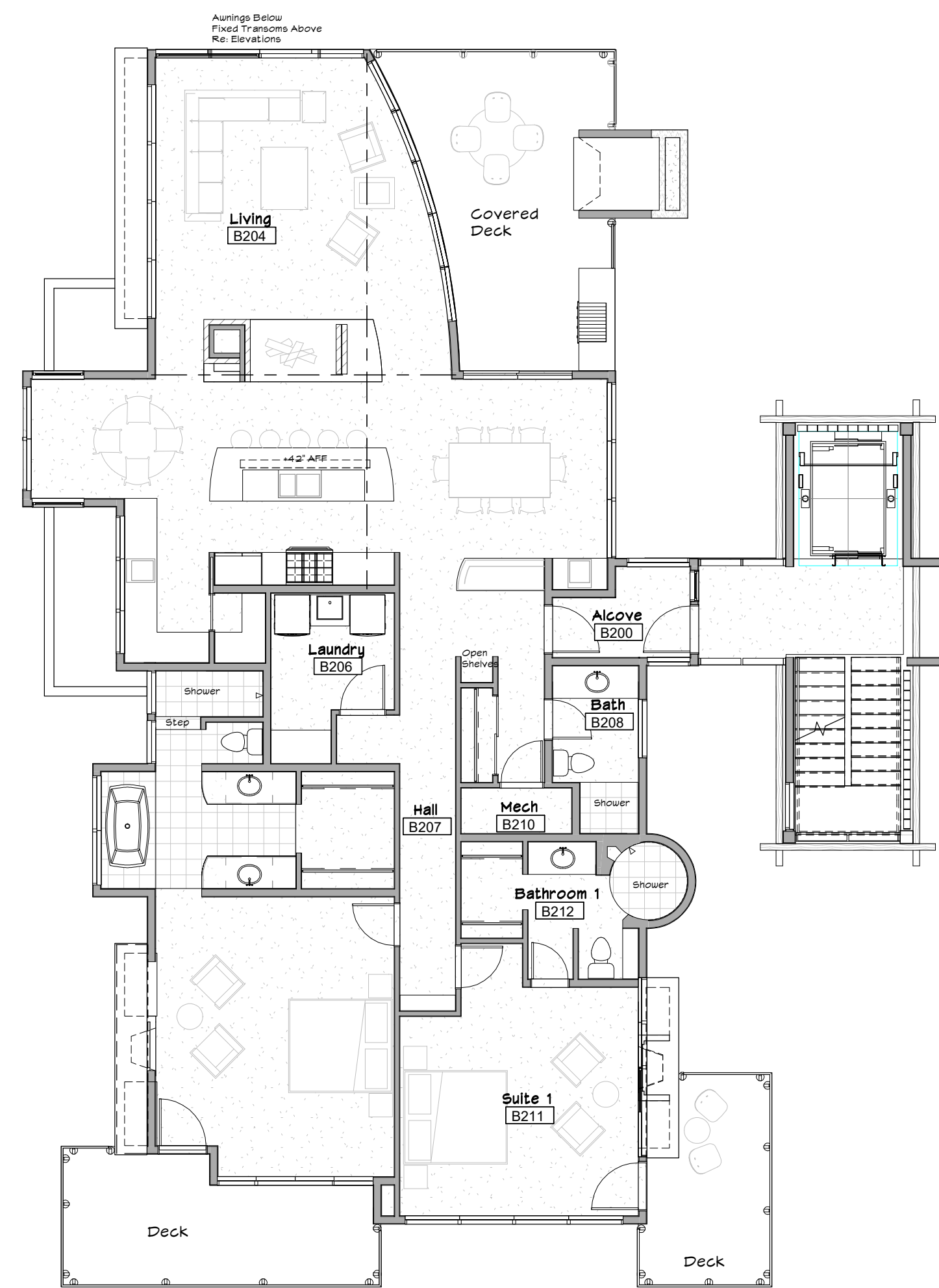
Middle

Sheet Number:

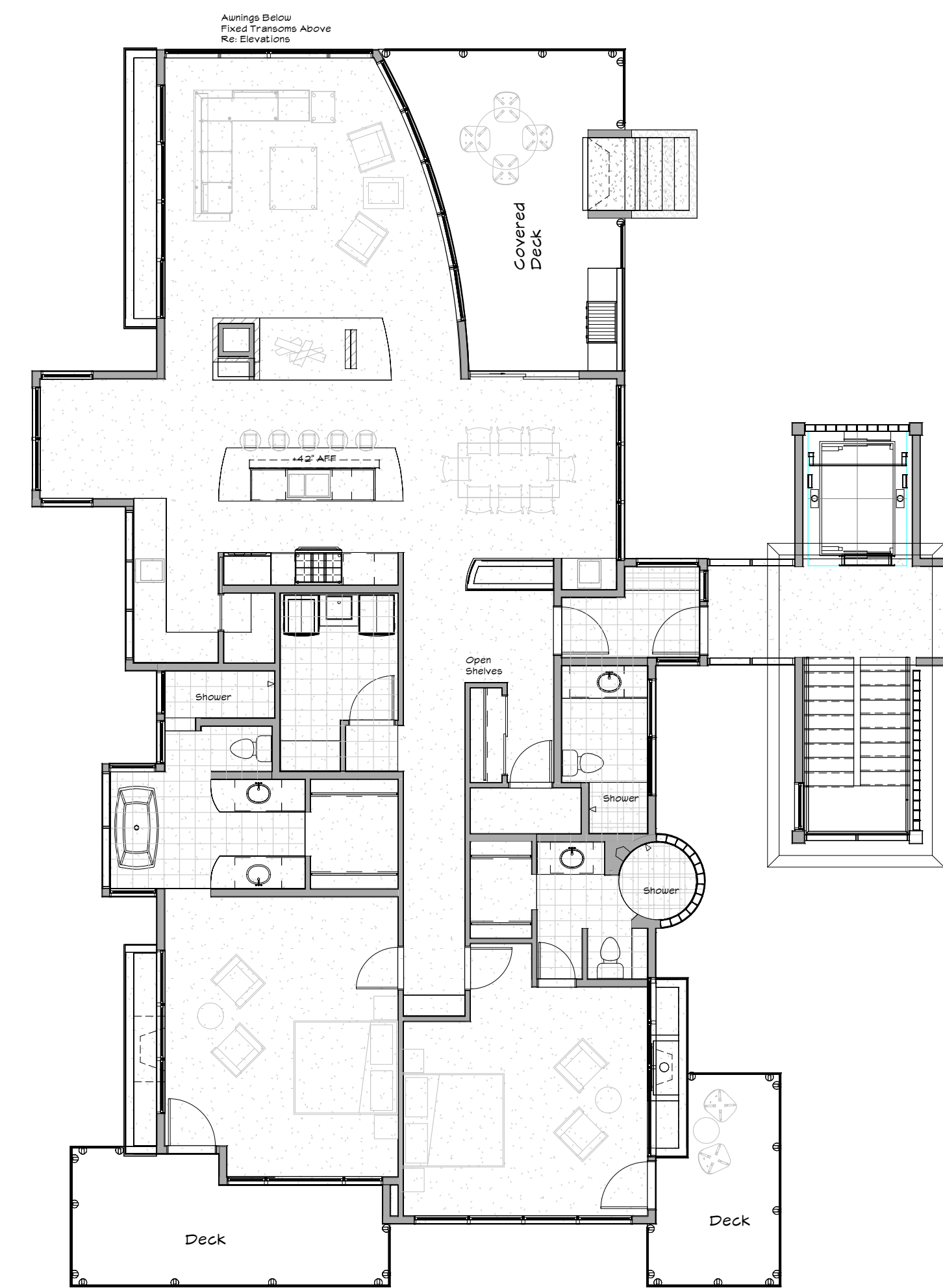
**A-100M**



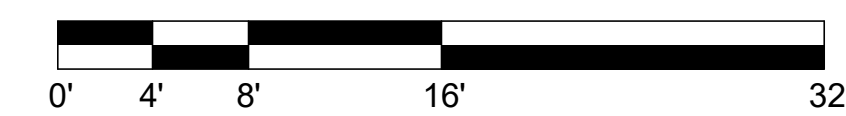
**1 LEVEL 1 - STREET LEVEL**  
1/8" = 1'-0"



**2 LEVEL 2 - UNIT PLAN**  
1/8" = 1'-0"



**3 LEVEL 3 - UNIT PLAN**  
1/8" = 1'-0"



© 2018 CROWE ARCHITECTS

These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.



**PROGRESS PRINTS  
NOT FOR CONSTRUCTION**  
11/20/2018 3:36:59 PM

10-31-18

Revisions      Date      No.

Project





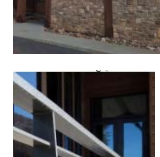




**THE LIBRARY LOFTS - MIDDLE UNITS**  
90 MADISON AVENUE  
FRISCO, COLORADO

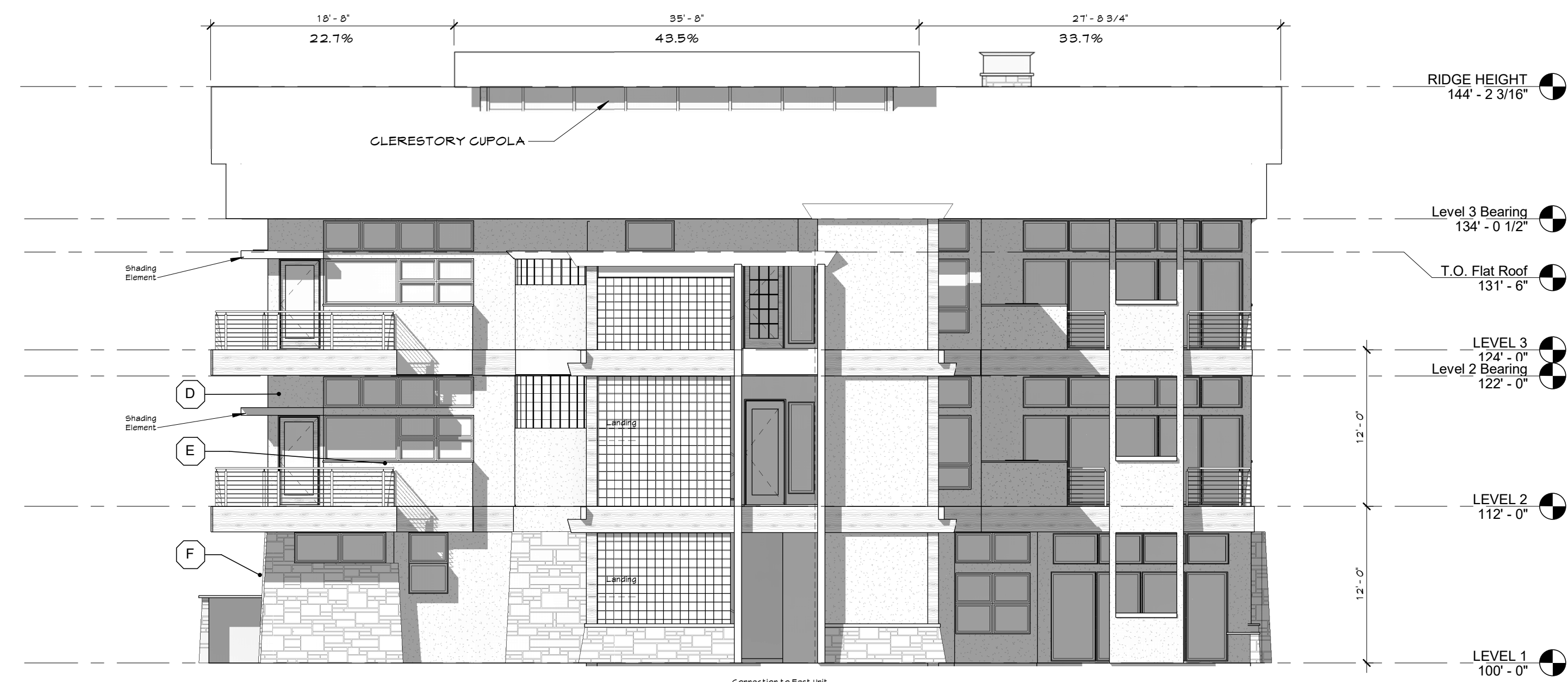
Sheet Title:  
**BUILDING ELEVATIONS**

Middle

Sheet Number:  
**A-200M**

**Exterior Finish Materials**

 <b>A</b> ROOFING: DAVINCI EVERGREEN SLATE ALTERNATE: Timberline Natural Shadow/Weatherwood	 <b>D</b> WINDOW GLAZING: SAGE GREEN ALUMINUM
 <b>B</b> FROSTED GLASS BLOCK	 <b>E</b> EXTERIOR WALL: ASH BROWN STUCCO
 <b>C</b> DECK RAILINGS: ANNOXIDIZED SUN-METAL GRAY	 <b>F</b> STONE VENEER: DRY-STACK FIELDSTONE
 <b>G</b> STAMPED COLORED CONCRETE - EXTERIOR FIREPLACE	 <b>H</b> T&G SOFFITS
	 <b>RECESSED CAN LIGHTING AT ENTRIES, COVERED DECKS</b>



© 2018 CROWE ARCHITECTS  
These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.

**PROGRESS PRINTS  
NOT FOR CONSTRUCTION**  
10/31/2018 2:51:08 PM

10-31-2018

Revisions	Date	No.

Project

**THE LIBRARY LOFTS - WEST UNITS**  
90 MADISON AVENUE  
FRISCO, COLORADO

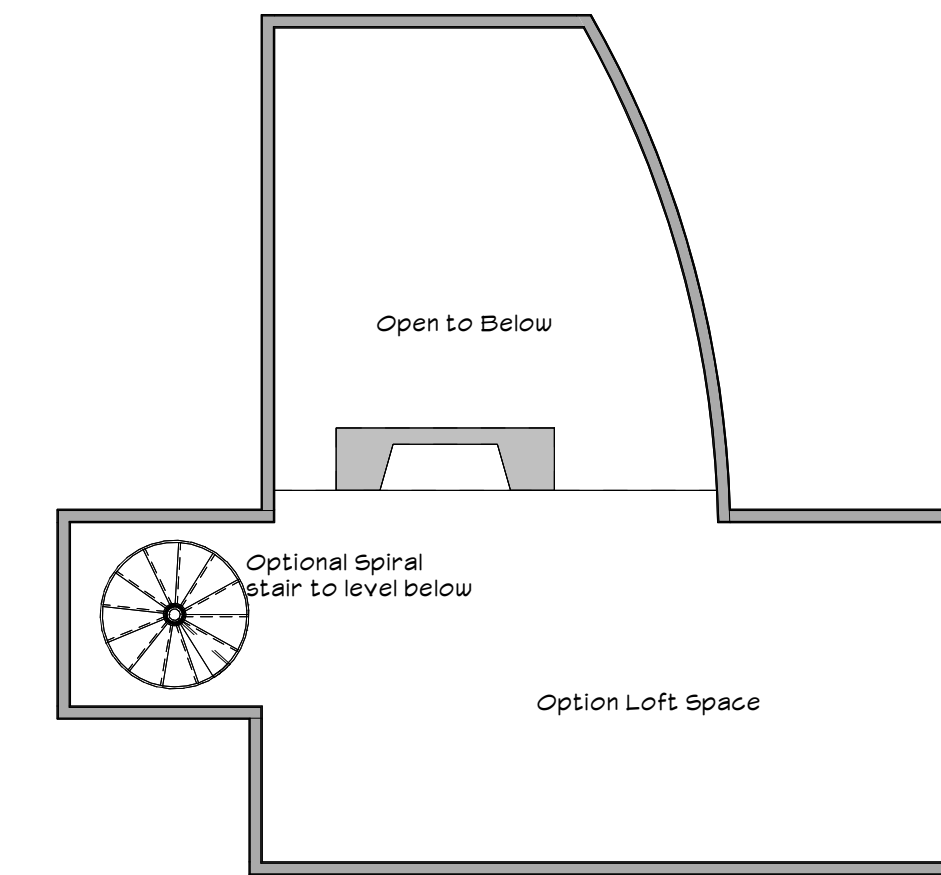
Sheet Title:

TYPICAL UNIT FLOOR  
PLANS

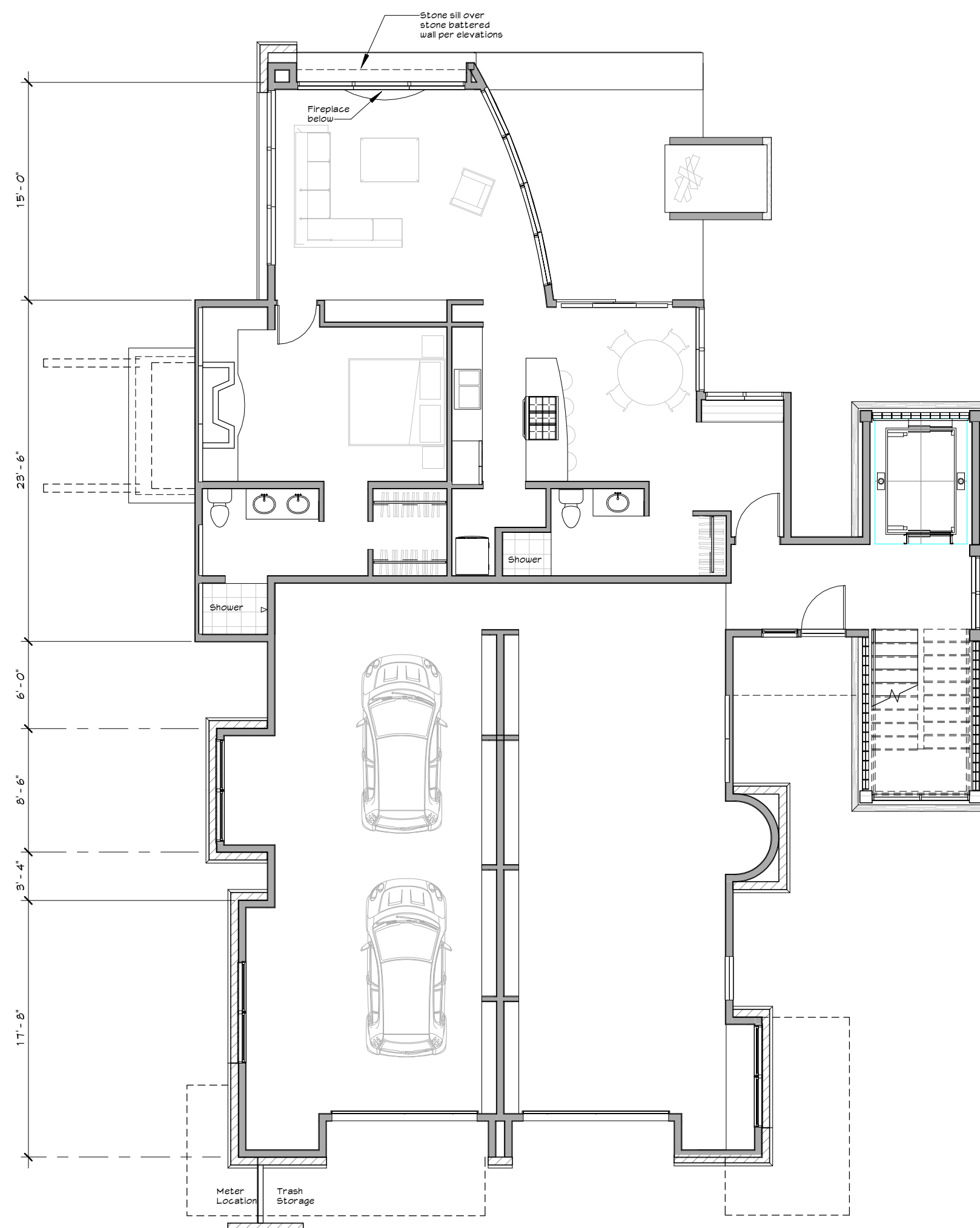
West

Sheet Number:

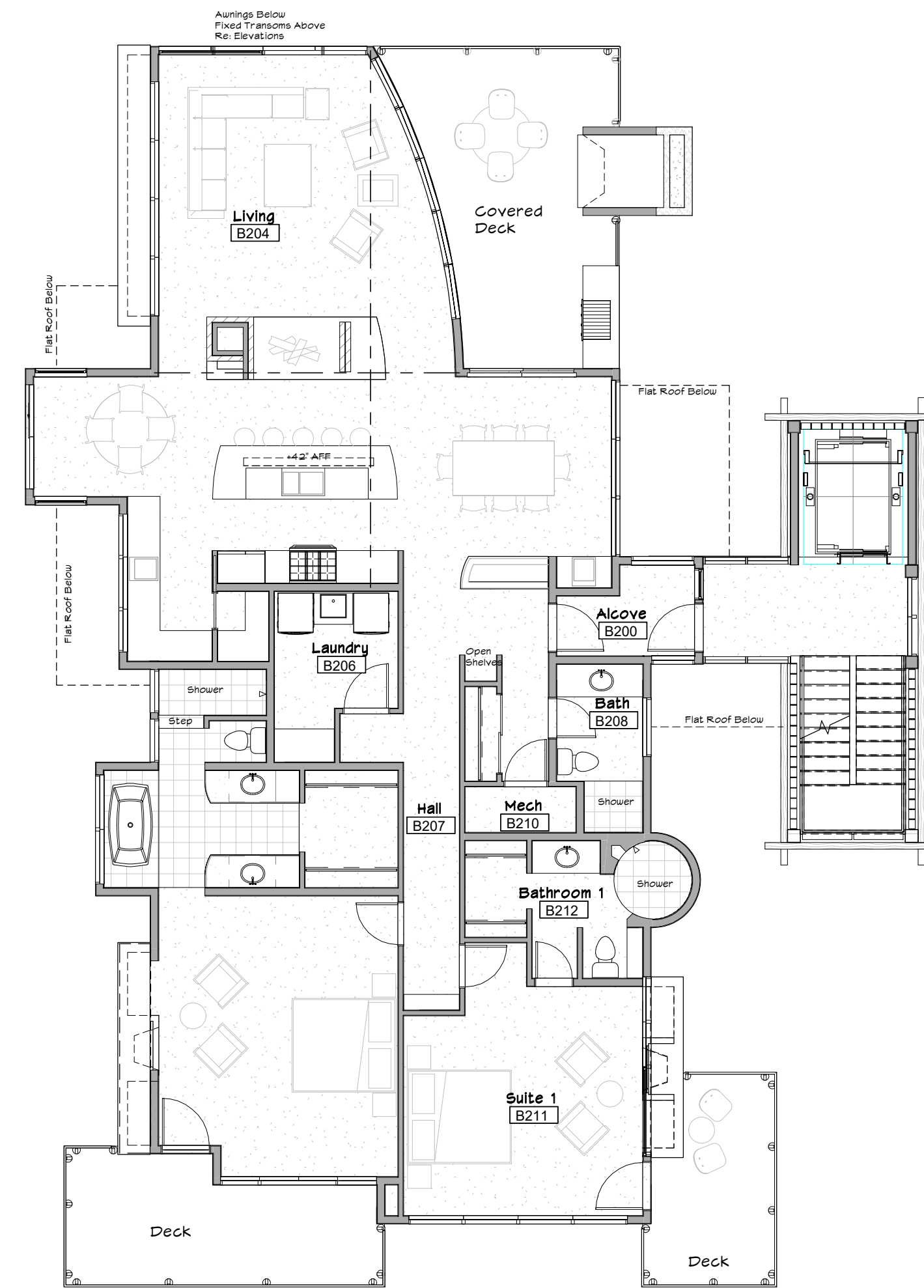
**A-100W**



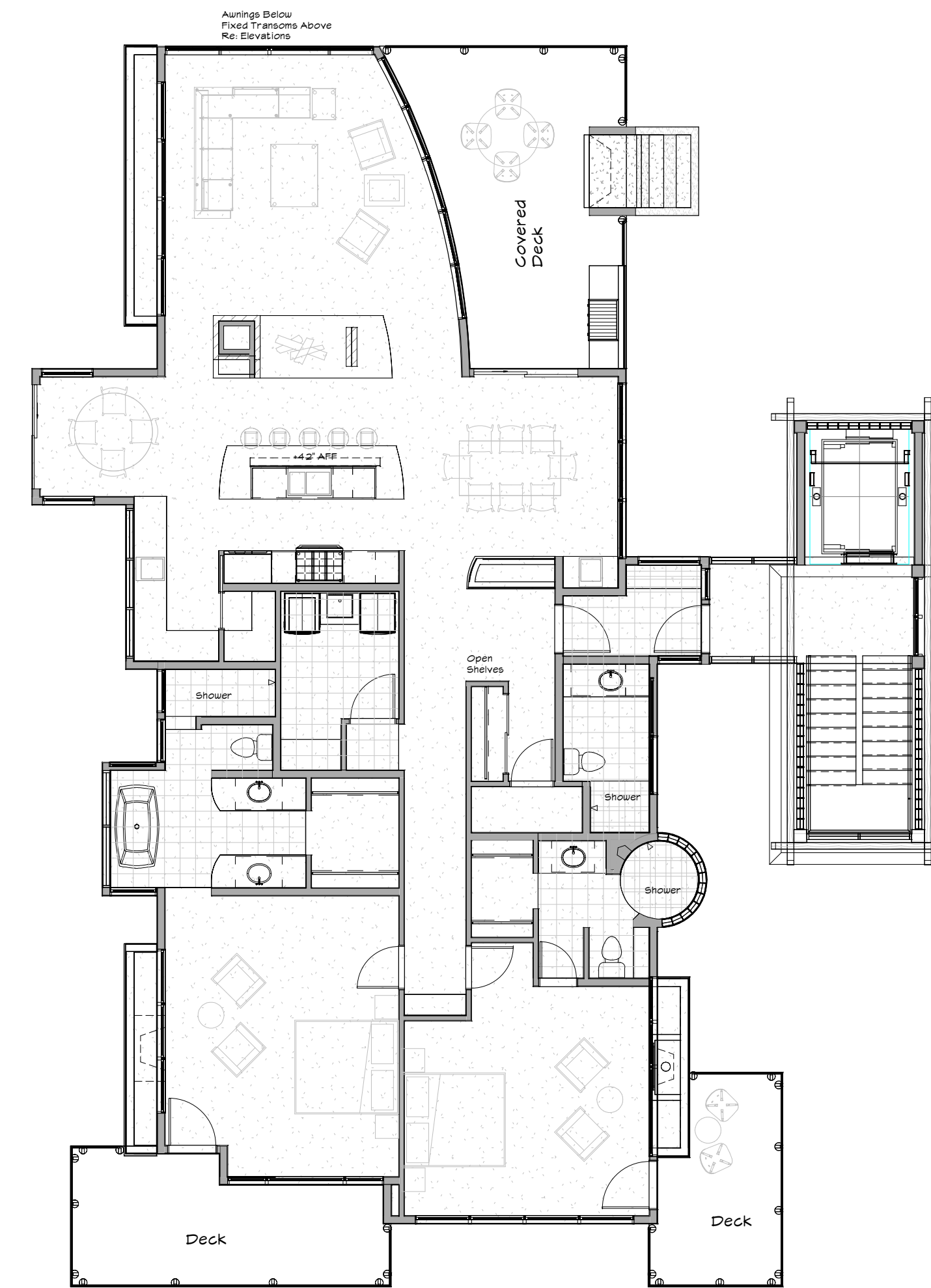
**4 OPTIONAL LOFT PLAN**  
1/8" = 1'-0"



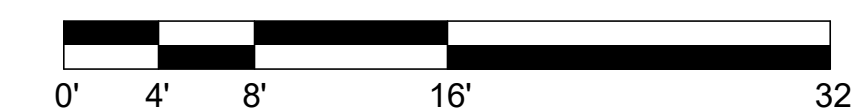
**1 LEVEL 1 - STREET LEVEL**  
1/8" = 1'-0"



**2 LEVEL 2 - UNIT PLAN**  
1/8" = 1'-0"












**3 LEVEL 3 - UNIT PLAN**  
1/8" = 1'-0"



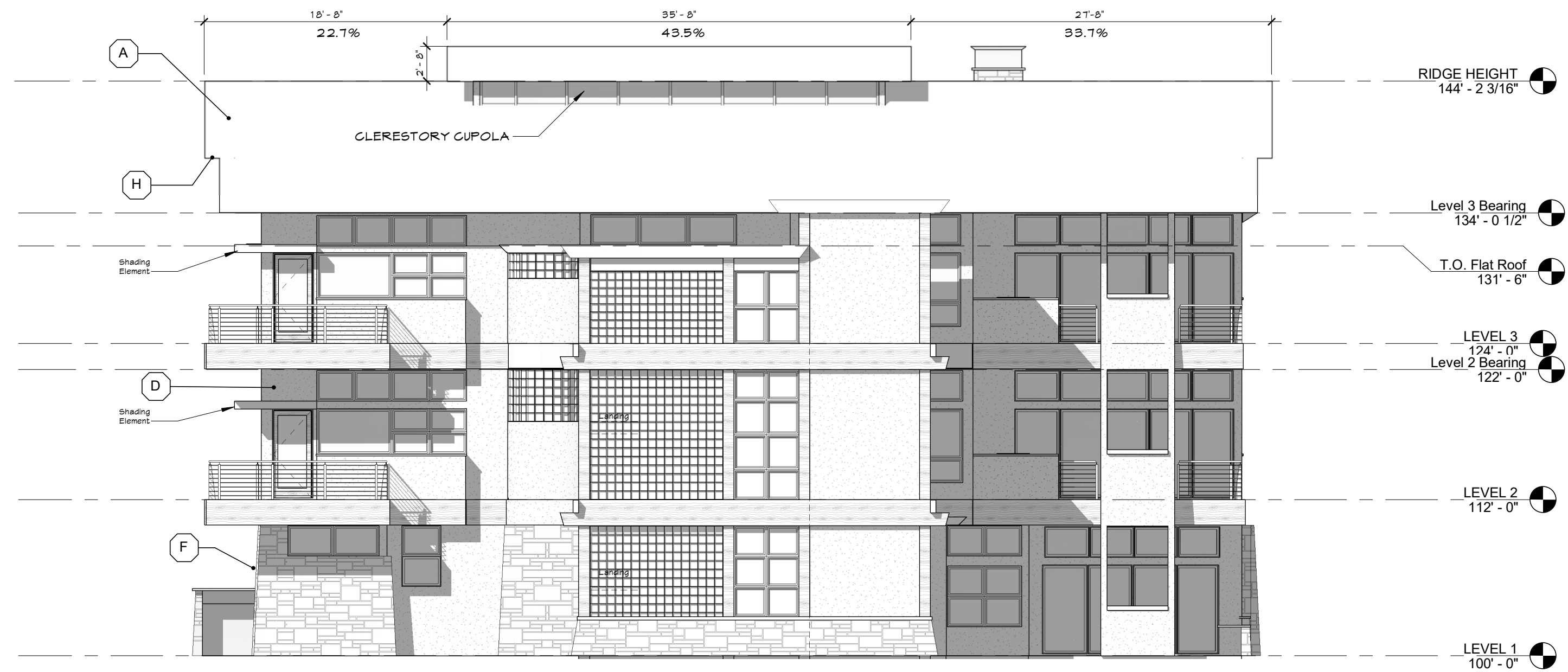
© 2018 CROWE ARCHITECTS  
These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.

**Exterior Finish Materials**

	<b>A</b> ROOFING: DAVINCI EVERGREEN SLATE ALTERNATE: Timberline Natural Shadow/Weatherwood		<b>D</b> WINDOW CLADDING SAGE GREEN ALUMINUM
	<b>B</b> FROSTED/CLEAR/OBSCURED GLASS BLOCK		<b>E</b> EXTERIOR WALL ASH BROWN STUCCO
	<b>C</b> DECK RAILINGS ANODIZED GUN-METAL GRAY		<b>F</b> STONE VENEER DRY-STACK FIELDSTONE
	STAMPED COLORED CONCRETE - EXTERIOR FIREPLACE		<b>G</b> NATURAL HEAVY TIMBERS
			<b>H</b> T&G SOFFITS
			RECESSED CAN LIGHTING AT ENTRIES, COVERED DECKS



**3 NORTH ELEVATION**  
1/8" = 1'-0"



**4 EAST ELEVATION**  
1/8" = 1'-0"



**2 WEST ELEVATION**  
1/8" = 1'-0"



**1 SOUTH ELEVATION**  
1/8" = 1'-0"

© 2018 CROWE ARCHITECTS  
 These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.

PROGRESS PRINTS  
 NOT FOR CONSTRUCTION  
 11/20/2018 3:42:24 PM

10-31-2018

Revisions Date No.

Project

**THE LIBRARY LOFTS - WEST UNITS**  
 90 MADISON AVENUE  
 FRISCO, COLORADO

Sheet Title:  
 BUILDING ELEVATIONS

West  
 Sheet Number:

**A-200W**

**PROGRESS PRINTS  
NOT FOR CONSTRUCTION**  
10/31/2018 3:00:01 PM

**Town Review**

10-31-2018

**Revisions**      **Date**      **No.**

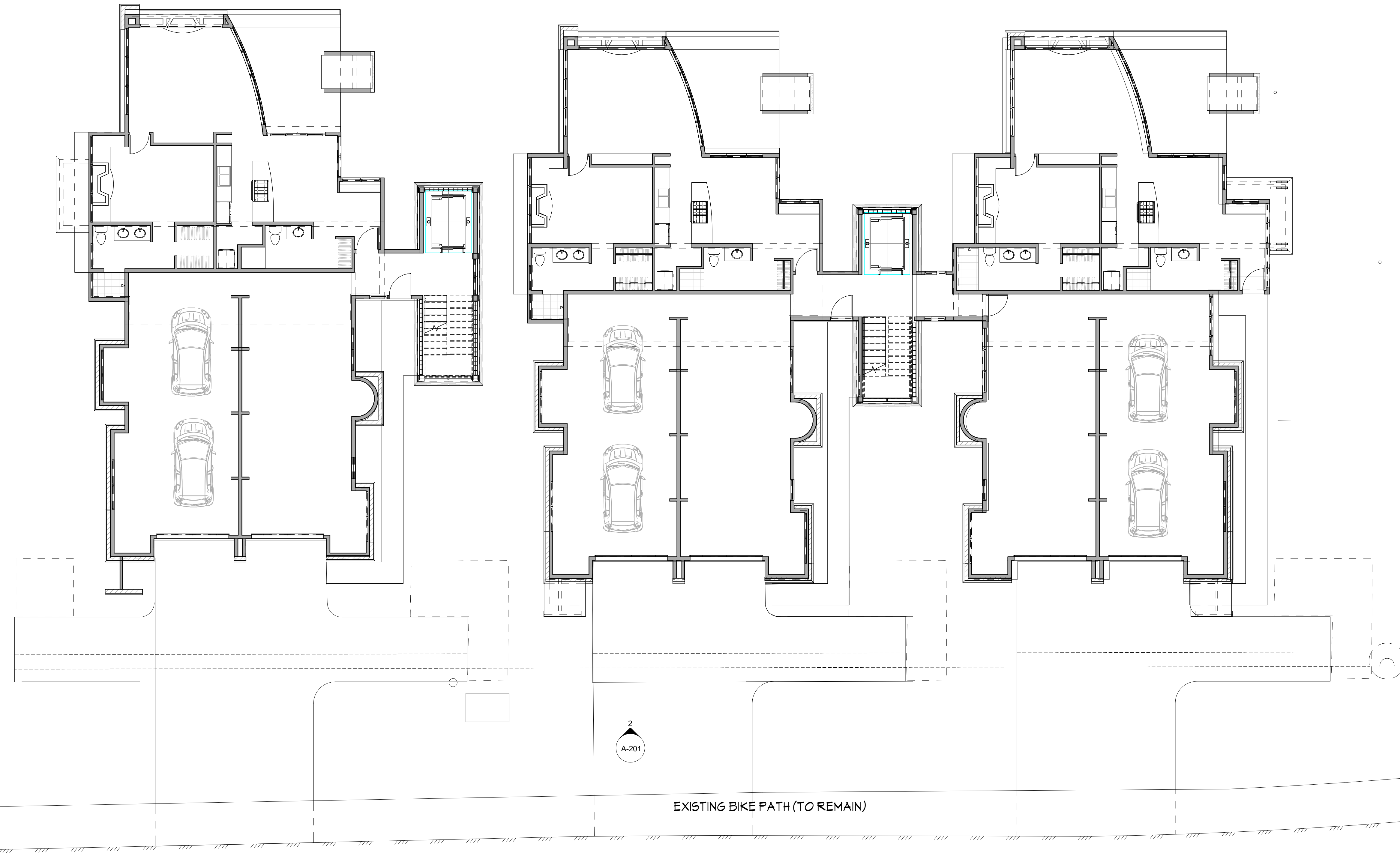
**Project**

**THE LIBRARY LOFTS**  
90 MADISON AVENUE  
FRISCO, COLORADO

**STREET LEVEL 1  
Composite  
Layout**

Sheet Number:

**A-101**



**1 LEVEL 1 - STREET LEVEL**  
1/8" = 1'-0"

© 2018 CROWE ARCHITECTS

These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.

**PROGRESS PRINTS  
NOT FOR CONSTRUCTION**  
10/31/2018 3:00:08 PM

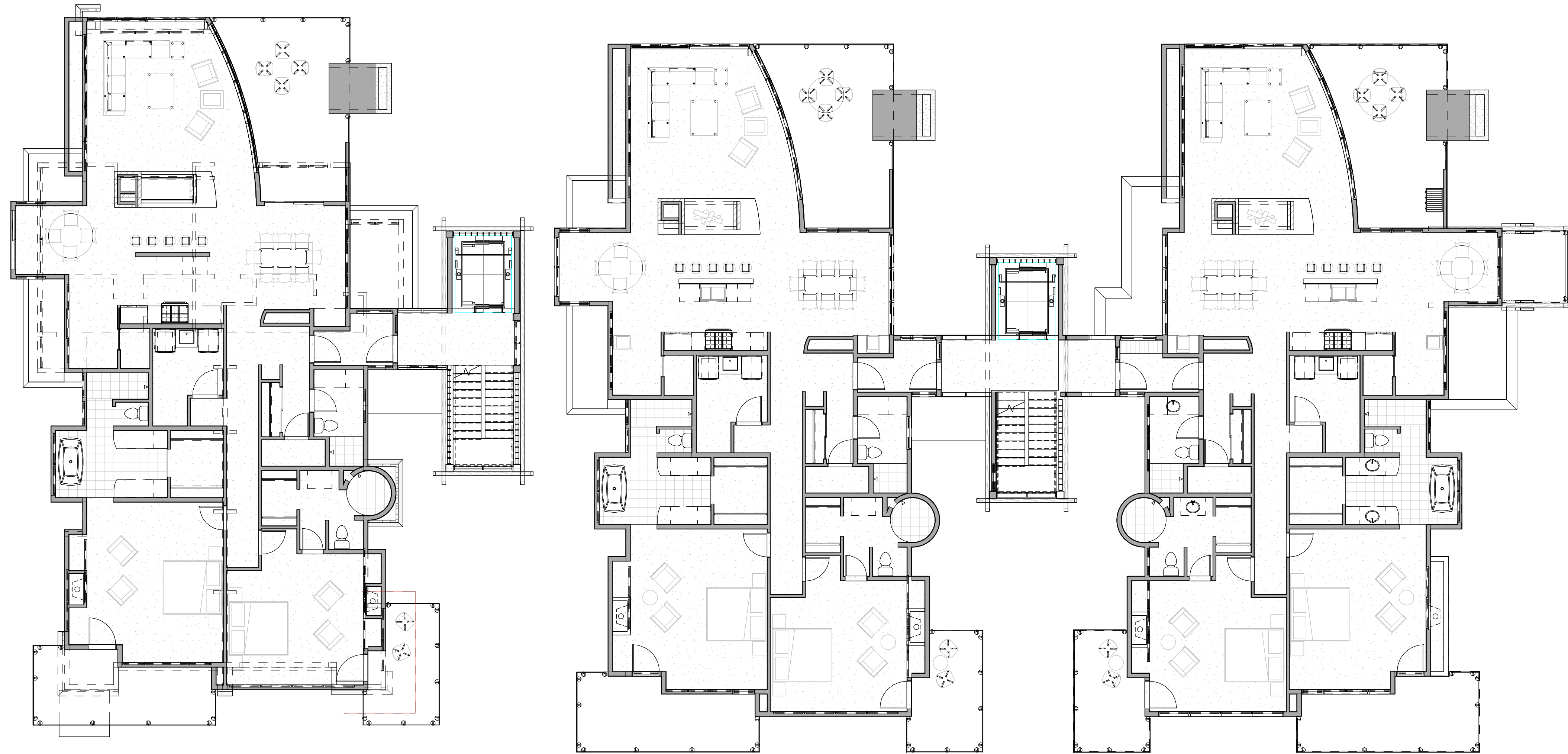
**Town Review**

10-31-2018

Revisions	Date	No.
-----------	------	-----

**Project**

**THE LIBRARY LOFTS**  
90 MADISON AVENUE  
FRISCO, COLORADO



**1 LEVEL 2 - UNIT PLANS**  
1/8" = 1'-0"

© 2018 CROWE ARCHITECTS

These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.

**LEVEL TWO  
Composite  
Layout**

Sheet Number:

**A-102**

**PROGRESS PRINTS  
NOT FOR CONSTRUCTION**  
10/31/2018 3:00:14 PM

**Town Review**

10-31-2018

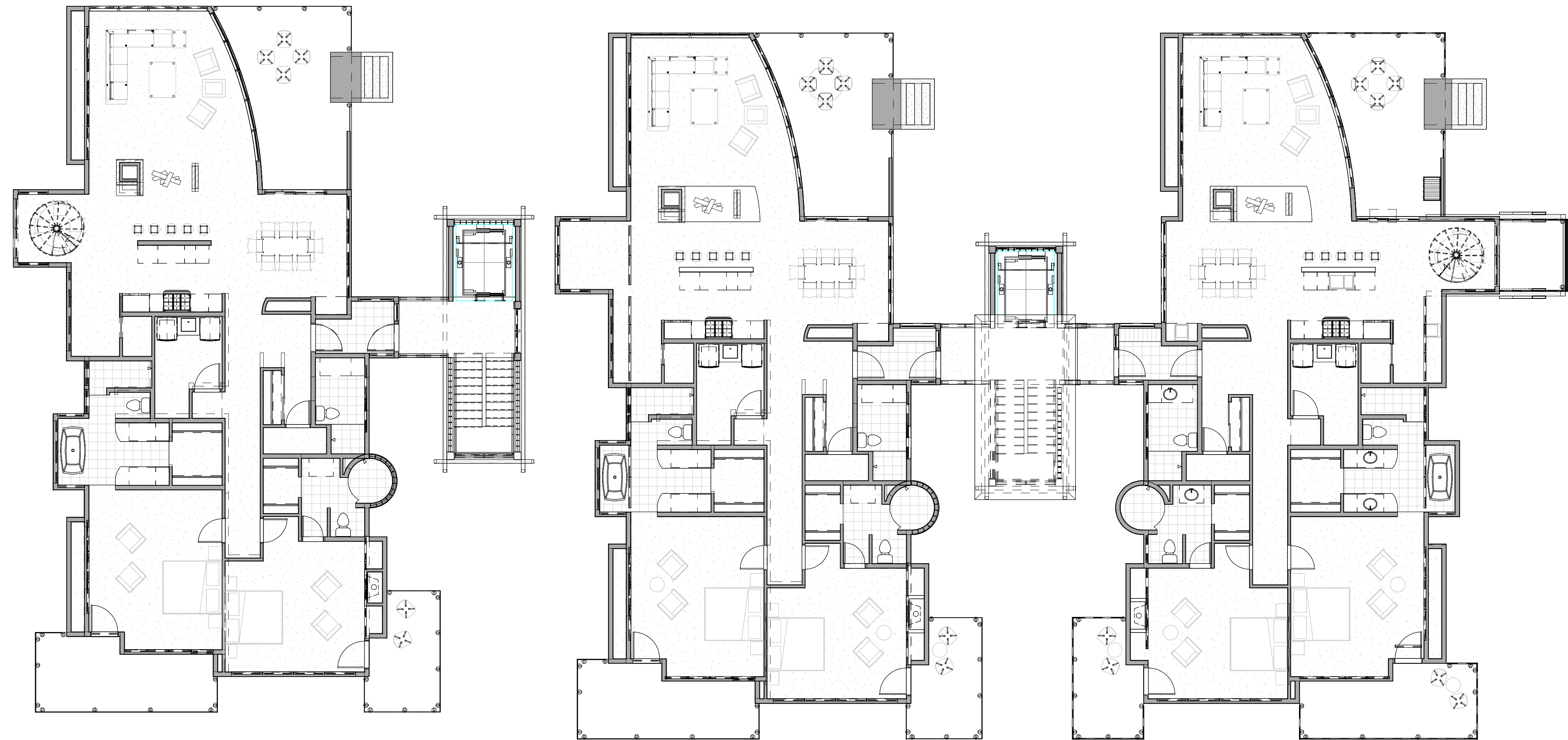
**Revisions**

Revisions	Date	No.
-----------	------	-----

**Project**

**THE LIBRARY LOFTS**  
90 MADISON AVENUE  
FRISCO, COLORADO

side 1



**1 LEVEL 3 - UNIT PLANS**  
1/8" = 1'-0"

© 2018 CROWE ARCHITECTS

These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.

**LEVEL THREE -  
Composite  
Layout**

Sheet Number:

**A-103**

**PROGRESS PRINTS  
NOT FOR CONSTRUCTION**  
11/20/2018 6:42:14 AM

**Town Review**

10-30-2018

**Revisions**

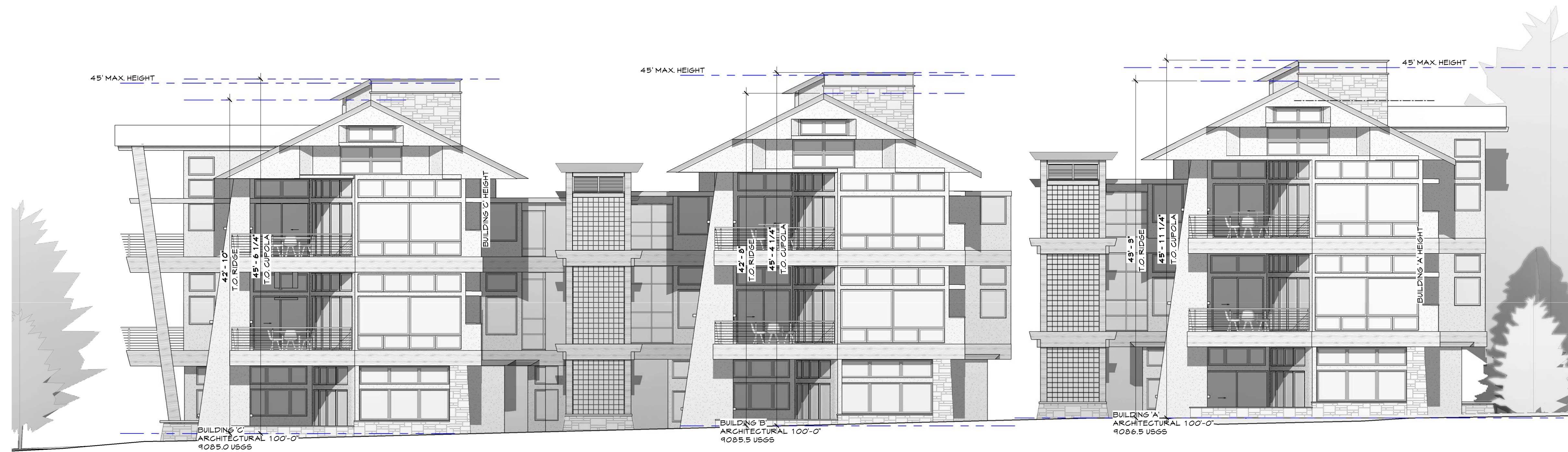
Revisions	Date	No.

**Project**

**THE LIBRARY LOFTS**  
90 MADISON AVENUE  
FRISCO, COLORADO



**2 SOUTH ELEVATION**  
1/8" = 1'-0"



**1 NORTH ELEVATION**  
1/8" = 1'-0"

**© 2018 CROWE ARCHITECTS**

These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.

**COMPOSITE ELEVATIONS**

Sheet Number:

**A-201**

**CROWE  
ARCHITECTS  
AIA PC**

ARCHITECTURE  
PLANNING  
INTERIORS

12700 Willow Lane  
Lakewood, CO 80215

303.462.4636  
303.462.4655 (fax)

croweworks@att.net

707 5th Street  
P.O. Box 643  
Spearfish, SD 57783  
6050.642.7677

PROGRESS PRINTS  
NOT FOR CONSTRUCTION  
11/18/2018 7:09:39 PM

Town Review

10-30-2018

Revisions      Date      No.

Project

**THE LIBRARY LOFTS**  
90 MADISON AVENUE  
FRISCO, COLORADO

**PERSPECTIVE  
VIEWS**

Sheet Number:

**A-202**



**NORTH VIEW**



**NORTHEAST VIEW**

© 2018 CROWE ARCHITECTS

These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.



**CROWE  
ARCHITECTS  
AIA PC**

ARCHITECTURE  
PLANNING  
INTERIORS

12700 Willow Lane  
Lakewood, CO 80215

303.462.4636  
303.462.4655 (fax)

croweworks@att.net

707 5th Street  
P.O. Box 643  
Spearfish, SD 57783  
6050.642.7677

**PROGRESS PRINTS  
NOT FOR CONSTRUCTION**  
11/18/2018 7:10:33 PM

**Town Review**

10-30-2018

**Revisions      Date      No.**

**Project**

**THE LIBRARY LOFTS**  
90 MADISON AVENUE  
FRISCO, COLORADO



**SOUTHEAST VIEW**

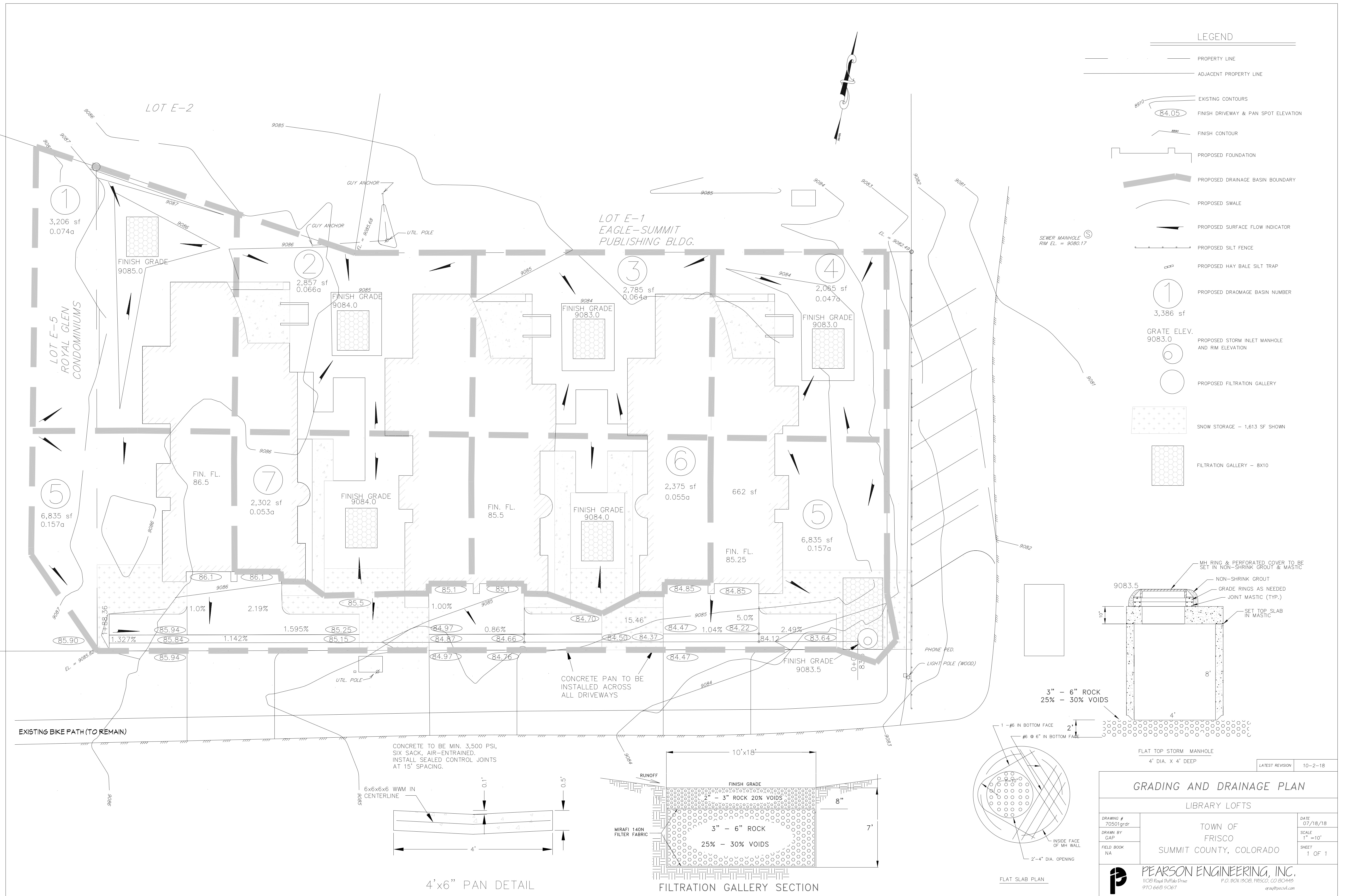
**© 2018 CROWE ARCHITECTS**

These plans are copyrighted and are subject to copyright protection as an "Architectural Work" under section 102 of The Copyright Act 7 U.S.C., as amended December 1, 1990, and known as Architectural Works Copyright Protection Act 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Under such protection, unauthorized use of these plans, work or forms represented can legally result in the cessation or buildings being seized and/or raised.

**SOUTHEAST  
PERSPECTIVE**

Sheet Number:

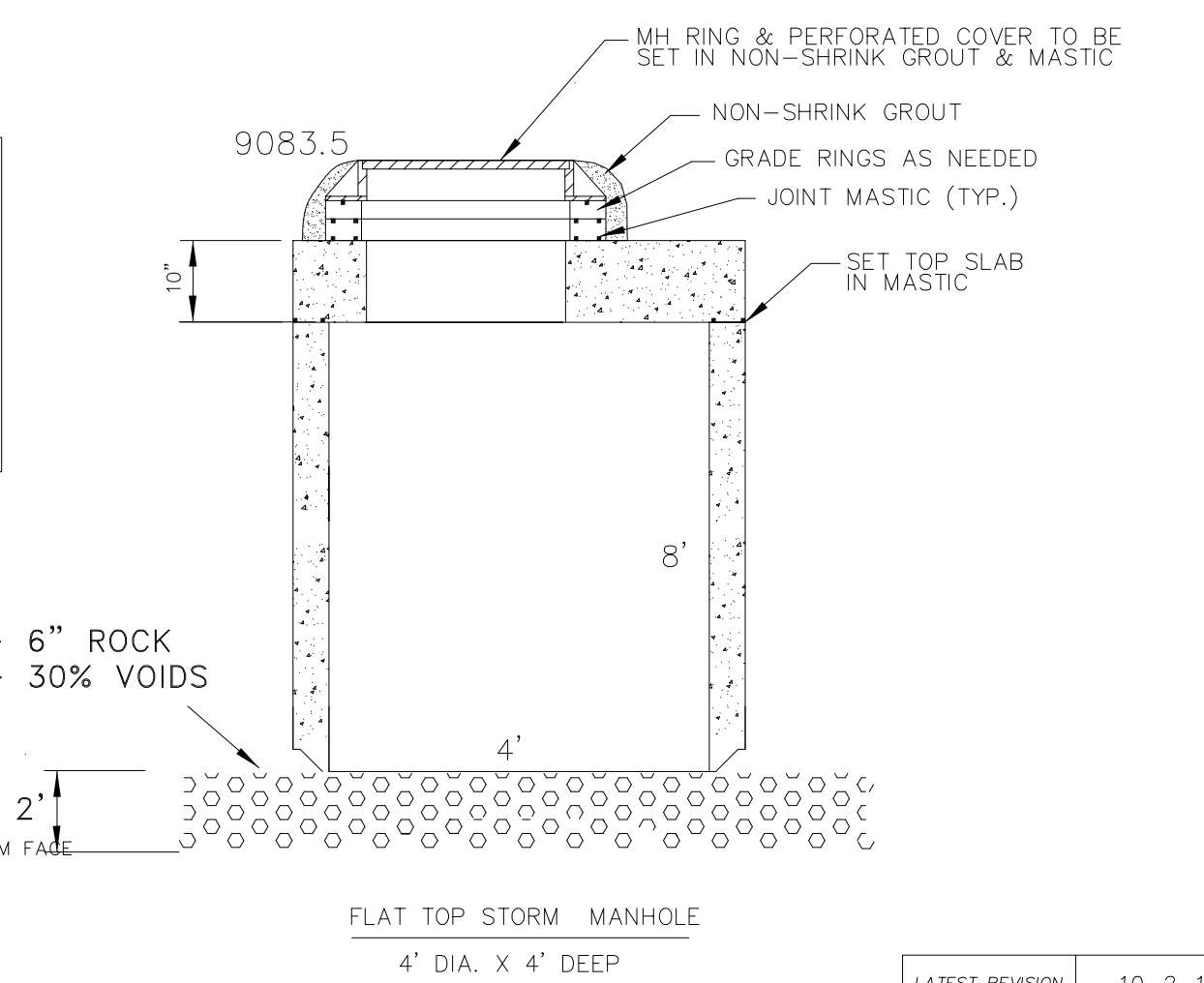
**A-203**



**LEGEND**

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- 8910 EXISTING CONTOURS
- 84.05 FINISH DRIVEWAY & PAN SPOT ELEVATION
- 8900 FINISH CONTOUR
- PROPOSED FOUNDATION
- PROPOSED DRAINAGE BASIN BOUNDARY
- PROPOSED SWALE
- PROPOSED SURFACE FLOW INDICATOR
- PROPOSED SILT FENCE
- PROPOSED HAY BALE SILT TRAP
- 1 PROPOSED DRAOMAGE BASIN NUMBER
- 3,386 sf
- GRATE ELEV. 9083.0
- PROPOSED STORM INLET MANHOLE AND RIM ELEVATION
- PROPOSED FILTRATION GALLERY
- SNOW STORAGE - 1,613 SF SHOWN
- FILTRATION GALLERY - 8X10

SEWER MANHOLE  
RIM E.L. = 9080.17



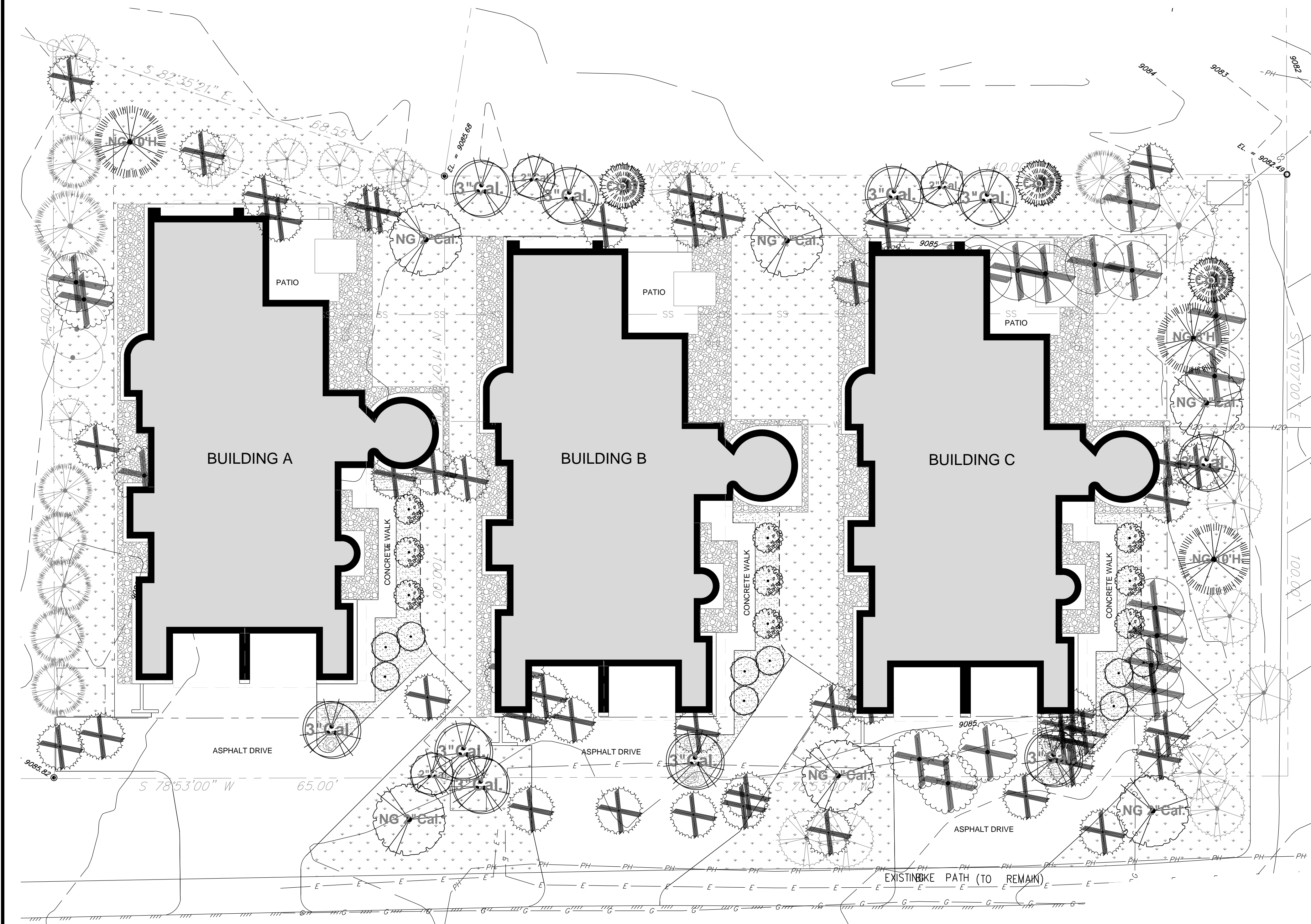
LATEST REVISION 10-2-18

**GRADING AND DRAINAGE PLAN**

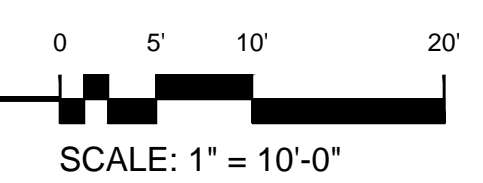
**LIBRARY LOFTS**

DRAWING #	70501grdr	DATE	07/18/18
DRAWN BY	GAP	SCALE	1" = 10'
FIELD BOOK	NA	SHEET	1 OF 1

**TOWN OF FRISCO  
SUMMIT COUNTY, COLORADO**



**Conceptual Landscape Plan**



**Native Grass Seed Mix**  
 Revegetation all disturbed areas on site @ 2 lbs/1000s.f.

**Short-Dry Grass Seed Mix:**  
 Hard Fescue, VNS 30%  
 Creeping Red Fescue, VNS 30%  
 Sheep Fescue, Meklenberger 25%  
 Canada Bluegrass, Rubens 10%  
 Canby Bluegrass, Canbar 5%

- Layout Notes**
- The extent of underground utilities is not known. Contractor is responsible for field verification of utilities prior to commencing work. Notify Landscape Designer of any conflicts.
  - Base information is provided by Crowe Architects, PC. Contractor shall verify existing conditions prior to installation.
  - If conflicts arise between the size of areas and plans the Contractor is to notify the Landscape Designer for resolution. Failure to make such conflicts known to the Landscape Designer will result in Contractor's liability to relocate the materials.
  - Contractor shall be responsible for any coordination with Subcontractors or General Contractors as required to accomplish landscape installation.
  - Finished grades shall provide for natural runoff of water without low spots or pockets. Set flow lines accurately and provide for grading per Civil Engineering plans. Notify Landscape Designer of any discrepancies before beginning work.
  - Rough grade shall be reviewed and accepted by Civil Engineer prior to soil preparation and landscape installation.

**REFERENCE NOTES SCHEDULE**

SYMBOL	DESCRIPTION	QTY	DETAIL
---	4" Metal Edger	82 lf	
	Reuse Existing Granite Boulder	6	
SYMBOL	GRASS DESCRIPTION	QTY	DETAIL
	Short Dry Grass Seed	7,920 sf	
SYMBOL	MULCH DESCRIPTION	QTY	DETAIL
	Medium Shredded Mulch	774 sf	
SYMBOL	COBBLE DESCRIPTION	QTY	DETAIL
	4"-6" Cobble Rock	1,621 sf	

**PLANT SCHEDULE**

TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	QTY
	<i>Picea pungens</i> 'Glauca' / Colorado Blue Spruce	Nursery Grown		10' Height	2
	<i>Picea pungens</i> 'Glauca' / Colorado Blue Spruce	Nursery Grown		8' Height	1
	<i>Pinus longaeva</i> / Bristlecone Pine	Collected		6' Height	3
	<i>Populus tremuloides</i> / Quaking Aspen	B & B	2" Cal		3
	<i>Populus tremuloides</i> / Quaking Aspen	B & B	3" Cal		10
	<i>Prunus virginiana</i> 'Shubert' / Shubert Choke Cherry	Nursery Grown	2" Cal		6
EXISTING	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	QTY
	Existing Deciduous Tree	Existing			2
	Existing Lodgepole Pine	Existing			18
	Existing Spruce Tree	Existing			8
TREE REMOVAL	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	QTY
	Existing Deciduous Tree	Existing to be Removed			14
	Existing Lodgepole Pine Tree	Existing to be Removed			46
	Existing Spruce Tree	Existing to be Removed			6
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	FIELD2	FIELD3	QTY
	<i>Physocarpus monogynus</i> / Mountain Ninebark	5 gal			9
	<i>Sorbaria sorbifolia</i> stellipila / Ural Falsespirea	5 gal			9

**Landscape Notes**

- All areas of disturbance, not formally landscaped with other ground cover shall be revegetated with 3" topsoil and mulch or short dry grass seed, depending on location. All soil must be approved by Landscape Designer prior to installation.
- Tree and shrub wells to be back filled with 50% native soil and 50% organic amendment.
- Location of all trees shall be staked by Contractor and approved by the Landscape Designer prior to installation.
- Shredded wood mulch will be used as a ground cover treatment in designated areas with weed barrier fabric. All shrub and tree planting beds shall receive medium shredded wood mulch 3" deep over weed barrier fabric.
- All boulders over 1.5' in diameter uncovered during excavation will be stocked on site for use as landscape boulders as shown per plan. Final boulder placement to be approved by the Landscape Designer.
- Locate all plant material to avoid snow shed, snow removal locations, sight lines, utility lines, fire hydrants, and easements.
- Exact placement and shape of planting beds shall be reviewed by Landscape Designer prior to installation of irrigation drip tubing. Shrubs, in their pots, shall be placed for review by Landscape Designer.
- It is the contractor's responsibility to furnish plant material free of pests or disease. Pre-selected, "tagged" material must be inspected by the Landscape Designer prior to installation. The Contractor must certify that all plant material is free of pests and disease. The Contractor must warranty all plant materials for health and proper installation for a period of one year after installation per their contract.
- All new trees and shrubs shall be drip irrigated upon installation. A permanent irrigation system is required.
- The plant materials in the snow storage area have been selected by their hardiness, growth habit and ability to shed snow. Both shrub varieties shown in the snow storage area have these qualities either by limber branching structure or caning habit in growth. Plant materials shown can withstand heavy snow load and snow stacking.
- Landscaping installed in this project shall be maintained in perpetuity. If any new plant material in this plan dies within 1 year it must be replaced per this landscape plan.
- This proposed plan contains no sod or lawn areas.
- Existing vegetation including tree and shrubs shall receive a 4 foot high visibility fence located no closer to the plant than the drip line.
- This document, information and design is proprietary data and the exclusive property of Neils Lunceford, Inc. Reproduction or use of this document is prohibited without written consent.

**ZONING CODE COMPLIANCE:**

- 1 TREE FOR EVERY 875 SQFT (21,187 SQFT SITE) = 25 TREES ARE REQUIRED: 38 PROVIDED (INCLUDING 50% CREDIT FOR 13 OF THE 27 EXISTING TREES TO REMAIN)
- 1 SHRUB FOR EVERY 1,500 SQFT = 15 SHRUBS REQUIRED: 18 PROVIDED
- SPECIES DIVERSITY: NO VARIETY OF TREE EXCEEDS 33% OF TOTAL TREE COUNT  
 LODGEPOLE PINES = 32.7% OF TREE COUNT  
 ASPEN = 28.8% OF TREE COUNT  
 COLORADO BLUE SPRUCE = 21.3% OF TREE COUNT  
 BRISTLECONE PINE = 5.7% OF TREE COUNT  
 SHUBERT CHOKE CHERRY = 11.5%
- TREES SHOWN TO BE REMOVED ARE EITHER CONFLICTING WITH THE PROPOSED BUILDING, DEAD/DYING, OVERGROWN, OR POSE A FIRE DANGER.

**Neils Lunceford, Inc.**  
 P.O. Box 2130  
 740 Blue River Parkway  
 Silverthorne, CO 80498  
 Phone: (970) 468-0340  
 Fax: 970-468-6865  
 www.neilslunceford.com

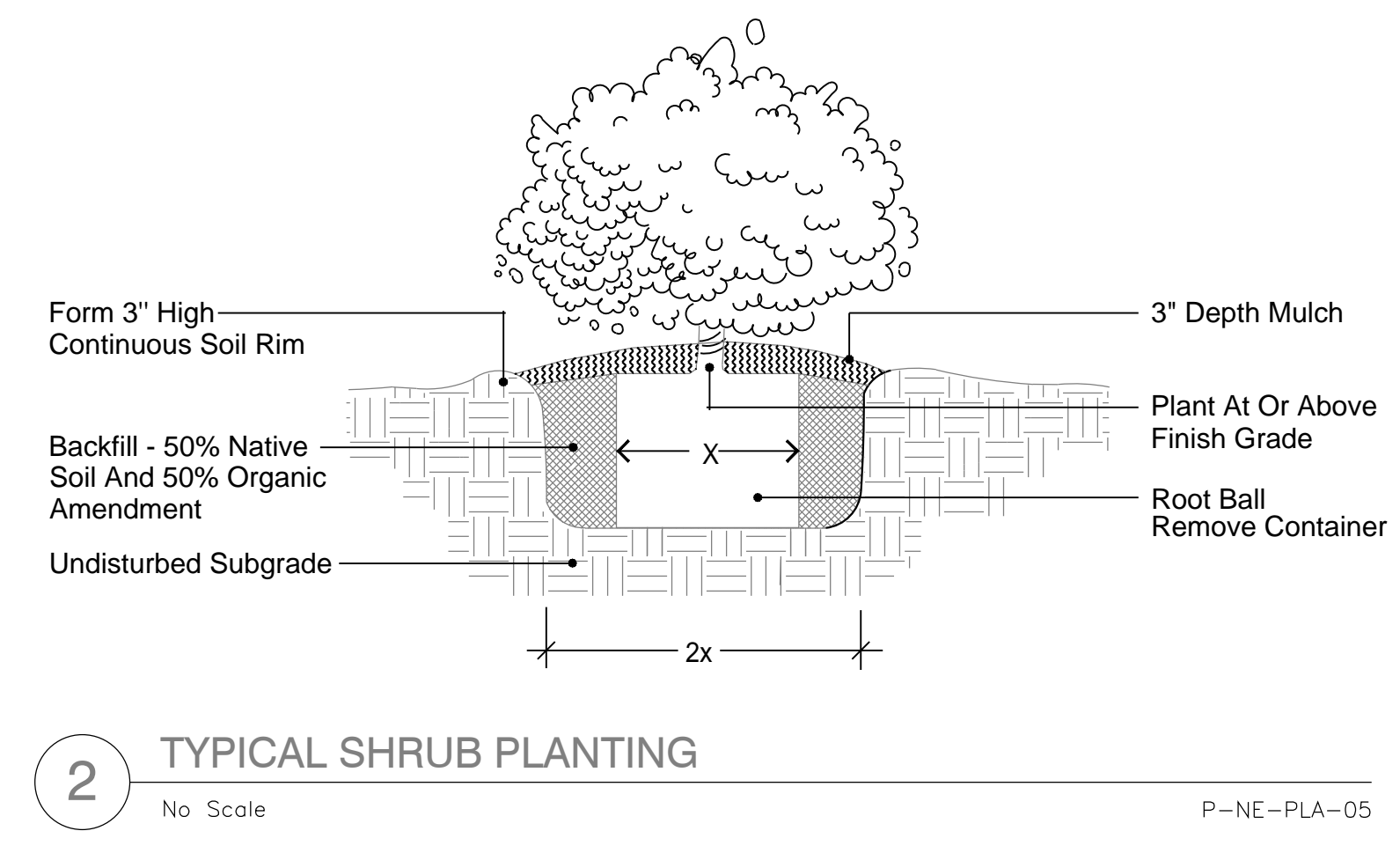
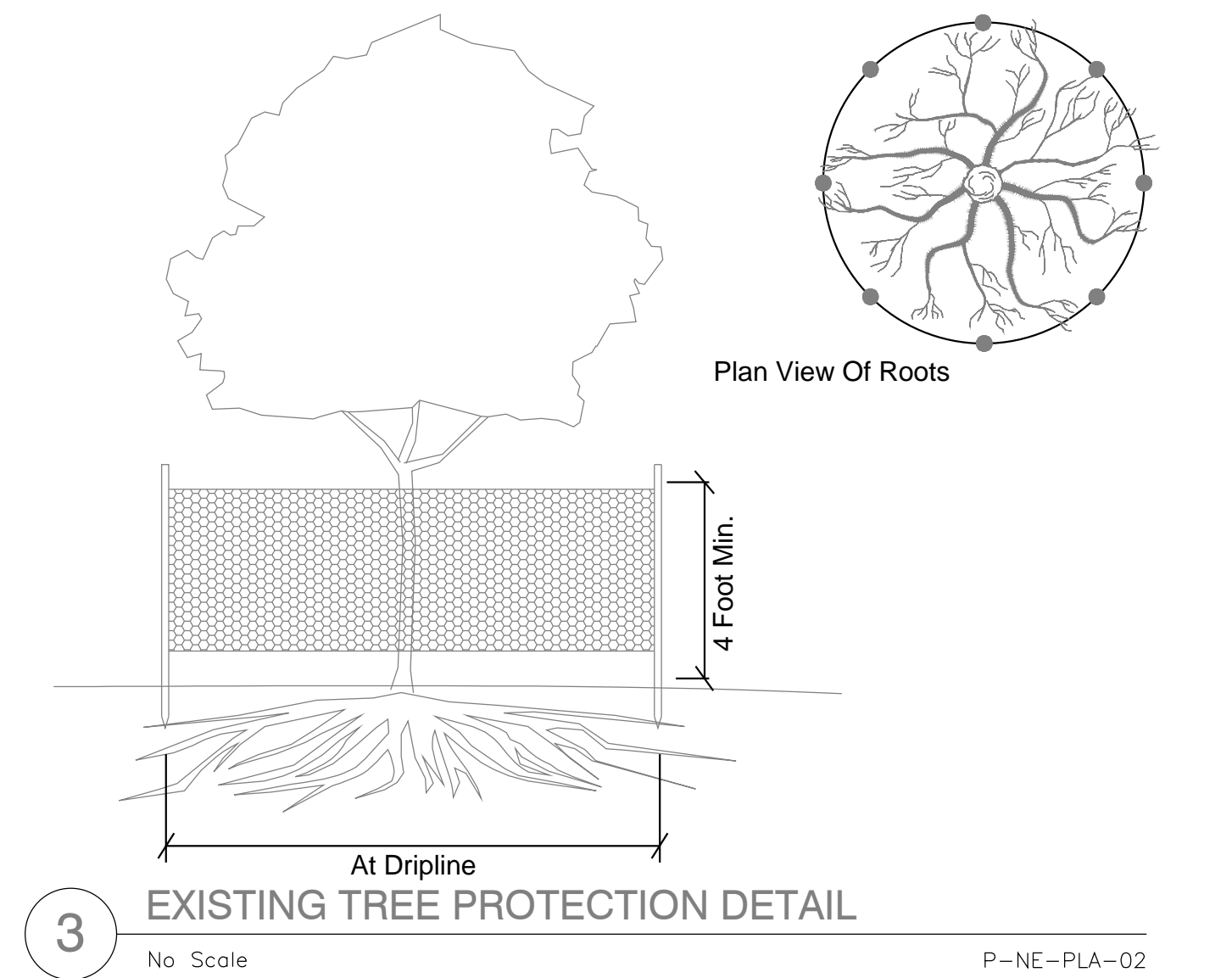
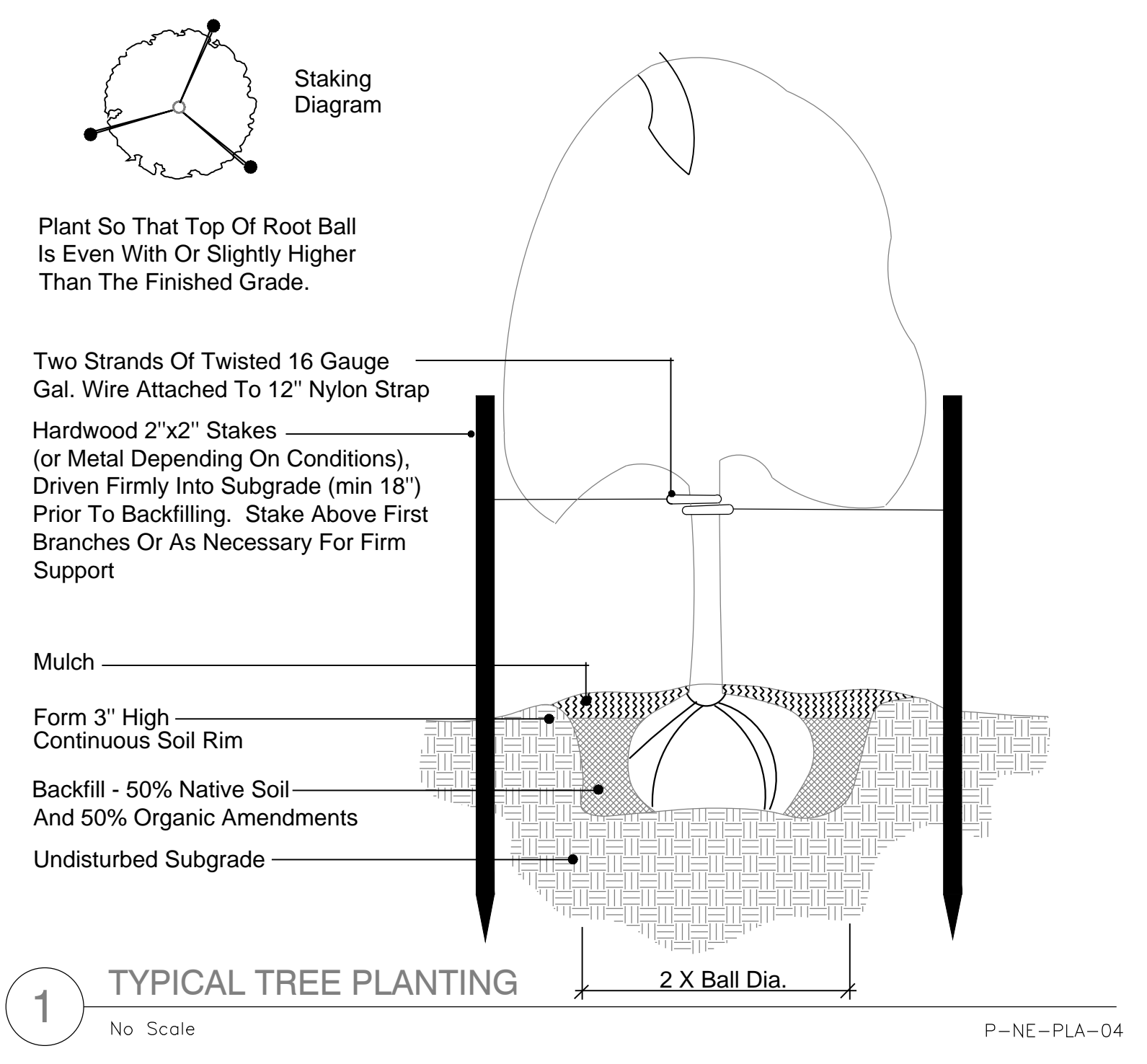
**Library Lofts**  
 90 Madison Avenue  
 Frisco, Colorado 80443

**CONCEPTUAL LANDSCAPE PLAN**

**PROJECT MANAGER:**  
G. Lee

**PROJECT DESIGNER:**  
G. Lee

**RELEASE DATES:**  
 05.30.2017  
 07.20.2017  
 08.03.2018



PROJECT MANAGER:	G. Lee
PROJECT DESIGNER:	G. Lee
RELEASE DATES:	05.30.2017 07.20.2017 08.03.2018



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: JEFF GOBLE – PUBLIC WORKS DIRECTOR / WATER SUPERINTENDENT**  
**RE: ORDINANCE 19-02 – AMENDING CERTAIN SECTIONS OF CHAPTER 171 OF THE CODE OF ORDINANCES CONCERNING WATER**  
**DATE: JANUARY 16, 2019**

As outlined in the Town Charter, we are required to review and update, if needed, various Town documents, standards and Ordinances every five years to keep them up to date. The last changes to Chapter 171 – Water as well as the Water Construction Standards were completed in 2006 and 2011 respectively. The amended Ordinance before you now is being submitted for approval first, as there are revisions to the Water Construction Standards that tie to the Ordinance therefor, creating the need to amend the Ordinance before we amend the Water Construction Standards. Approval of the amendments to the Water Construction Standards will be done by Resolution 19-08 which is currently on the consent agenda during the February 26<sup>th</sup> Council meeting.

Listed below are the proposed amendments to various sections of Chapter 171 – Water:

1. Article I Water Use, 171-5C.1 – added the requirement that all water lines be designed by a P.E. licensed in the state of Colorado.
2. Article I Water Use, 171-5C.3 – added the requirement that as “as-built” drawings be verified and stamped by the engineer.
3. Article I Water Use, 171-5C.4 – added the requirement that all plans and specifications for water lines be designed and stamped by a P.E. licensed in the state of Colorado.
4. Article I Water Use, 171-11A – changed the requirement that rates and charges be set by Ordinance rather than Resolution to comply with section 3-7 of the Town Charter.
5. Article I Water Use, 171-11D – amended to state that the owner or contractor shall pay the cost of tapping the main and installation of all service lines to include all materials and labor instead of only service lines that are 1-1/2 inch and larger.
6. Article IV Water Department Regulations – added the phrase “and from time to time, update or modify said standards” to conform to the requirement to review and amend as needed the Water Construction Standards.

7. Article V Water Conservation, 171-22.A(i) – changed phase 2 implementation threshold from 0.75 cubic feet per second to 1.0 cubic feet per second above the required minimum bypass flow on North Ten Mile Creek.
8. Article V Water Conservation, 171-23.A(i)(ii) – changed phase 3 implementation thresholds from 0.75 cubic feet per second to 1.0 cubic feet per second above the required minimum bypass flow on North Ten Mile Creek. Changed reference to all town-owned water wells that were in production in 2002 to all town-owned water wells in production during the previous three years.
9. Article V Water Conservation, 171-24.A(i)(ii) - changed phase 4 implementation thresholds to 0.75 cubic feet per second above the required minimum bypass flow on North Ten Mile Creek. Changed reference to all town-owned water wells that were in production in 2002 to all town-owned water wells in production during the previous three years.

Please review all these changes and feel free to contact me with any questions or concerns. Thank you for your time and consideration in this matter.

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 19 –02**

AN ORDINANCE AMENDING CHAPTER 171 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING WATER, BY AMENDING SUBSECTION 171-5.C, CONCERNING WATER SYSTEM EXTENSIONS, 171-11.A, CONCERNING THE ADOPTION OF WATER RATES AND CHARGES; 171-11.D, CONCERNING CHARGES RELATED TO THE TAPPING OF WATER MAINS; 171-22.A, CONCERNING PHASE 2 MANDATORY WATER USE RESTRICTIONS; 171-23.A, CONCERNING PHASE 3 MANDATORY WATER USE RESTRICTIONS; AND 171-24.A, CONCERNING PHASE 4 MANDATORY WATER USE RESTRICTIONS.

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

WHEREAS, this ordinance is adopted pursuant to the Town’s home rule authority in order to protect the public health, safety and welfare by ensuring the professional engineering of the Town’s water delivery system, and the availability of water during times of drought.

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

Section 1. Subsection 171-5.C of the Code of Ordinances of the Town of Frisco (the “Code”), concerning water system extensions, is hereby amended to read as follows:

- C. Extension contract. If the Town Council agrees to permit the applicant to extend the water main, such extension shall be permitted only upon satisfaction by the applicant of all the following conditions:
1. All water service lines and mains shall be paid for by the applicant and shall be designed by a Professional Engineer licensed in the State of Colorado and be constructed in compliance with all standards imposed by the town and all current American Water Works Association standards.
  2. Water mains shall be installed to the farthest point or points of the property to be served and shall be looped whenever possible. Dead end waterlines shall be avoided.
  3. After the completion of the installation of all water mains and receipt by the town of the engineer stamped as-built drawing, the applicant shall deed to the town the mains and all appurtenances thereto and, upon acceptance of the deed by the town, any such deeded water main shall become the unqualified and sole property of the town, and the town shall become responsible for the maintenance and repair of such mains two (2) years from the date of acceptance.

4. All plans and specifications for proposed water main extensions and construction must designed and stamped by a Professional Engineer licensed in the State of Colorado and be approved by the Water Superintendent prior to the beginning of any construction. All work prior to completion and acceptance must be inspected by the town for compliance with all standards and regulations which the town may impose.
5. Prior to construction, the applicant shall have prepared an opinion that the applicant owns sufficient and adequate property or rights-of-way to permit construction operation and maintenance of the proposed water main extension.
6. The applicant shall provide security acceptable to the Town Council for payment, performance and completion of the proposed extension.

Section 2......Subsection 171-11.A of the Code, concerning water-related fees and charges, is hereby amended to read as follows:

- A. Plant investment fees, Capital EQR schedules, delivery charges, flat rates and fees shall be determined and adopted by Council ~~Resolution~~ Ordinance from time to time.

Section 3......Subsection 171-11.D of the Code, concerning charges related to the tapping of water mains, is hereby amended to read as follows:

- D. The owner/contractor ~~will~~ shall pay the cost of tapping the main and installation of the service line to include all materials and labor ~~for one and one-half inch (1 ½") taps and larger. .~~

Section 4......Subsection 171-22.A of the Code, concerning Phase 2 mandatory water use restrictions, is hereby amended to read as follows:

- A. All of the following Phase 2 water use restrictions are mandatory and shall be in effect: (i) when the in-stream flow in North Ten Mile Creek is less than ~~75~~ 1.0 cubic feet per second above the bypass flow mandated by the State of Colorado; and (ii) after public notice that the Phase 2 water use restrictions are in effect has been provided in accordance with the requirements of section 171-19 above. No person shall, and no owner of any property shall cause, permit, suffer or allow any person to, irrigate, sprinkle or otherwise apply water to a lawn or other area of land on which grass is grown, or intended to be grown, except within the following areas and during the following days and within one, but not both in the same day, of the following time periods:



<u>Area</u>	<u>Day(s)</u>	<u>Time(s)</u>
North Zone	Tuesday, Thursday, Saturday	6:00 a.m. to 9:00 a.m. or 6:00 p.m. to 9:00 p.m.
South Zone	Sunday, Wednesday, Friday	6:00 a.m. to 9:00 a.m. or 6:00 p.m. to 9:00 p.m.

Section 5. Subsection 171-23.A of the Code, concerning Phase 3 mandatory water use restrictions, is hereby amended to read as follows:

- A. All of the following Phase 3 water use restrictions are mandatory and shall be in effect (i) when the in-stream flow in North Ten Mile Creek is less than ~~75~~ 1.0 cubic feet per second above the bypass flow mandated by the State of Colorado; ~~and~~ or (ii) when the average yield of all town-owned water wells in production at any given time is between 20 percent (20%) and forty percent (40%) less than the average yield of all town-owned water wells that were in production ~~in 2002~~, during the previous three (3) years and (iii) after public notice that the Phase 3 water use restrictions are in effect has been provided in accordance with the requirements of section 171-19 above. No person shall, and no owner of any property shall cause, permit, suffer or allow any person to, irrigate, sprinkle or otherwise apply water to a lawn or other area of land on which grass is grown, or intended to be grown, except within the following areas and during the following days and within one, but not both in the same day, of the following time periods:

<u>Area</u>	<u>Day(s)</u>	<u>Time(s)</u>
North Zone	Tuesday, Saturday	6:00 a.m. to 9:00 a.m. or 6:00 p.m. to 9:00 p.m.
South Zone	Sunday, Wednesday	6:00 a.m. to 9:00 a.m. or 6:00 p.m. to 9:00 p.m.

Section 6. Subsection 171-24.A of the Code, concerning Phase 4 mandatory water use restrictions, is hereby amended to read as follows:

- A. All of the following Phase 4 water use restrictions are mandatory and shall be in effect: (i) when the in-stream flow in North Ten Mile Creek is less than 0.75 cubic feet per second above the bypass flow mandated by the State of Colorado; and (ii) when the average yield of all town-owned water wells in production at any given time is more than forty percent (40%) less than the average yield of all town-owned water wells that were in production ~~in 2002~~ during the previous three (3) years; and (iii) after public notice that the Phase 4 water use restrictions are in effect has been provided in accordance with the requirements of section 171-19 above.

Section 7. Article IV of Chapter 171 of the Code, concerning Water Department Regulations, is hereby amended to read as follows:

#### Article IV

### WATER DEPARTMENT REGULATIONS Water Construction Standards

Pursuant to this Article the Town Water Superintendent shall prepare, and from time to time update or modify, and the Town Council shall adopt by resolution, Water Construction Standards for the Town of Frisco to regulate the installation of water delivery systems.

Section 8. Effective Date. This ordinance shall become effective in accordance with the home-rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING  
ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE  
ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

TOWN OF FRISCO, COLORADO:

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

ATTEST:

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



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: BONNIE MOINET, FINANCE DIRECTOR**  
**RE: AN ORDINANCE AUTHORIZING ISSUANCE OF SERIES 2019 MARINA ENTERPRISE REVENUE BONDS**  
**DATE: JANUARY 22, 2019**

**Summary Statement:** Staff is requesting approval of Ordinance 19-01 authorizing issuance of Marina Enterprise Revenue Bonds in an amount not to exceed \$6,000,000 to provide funding for capital projects which will expand capacity at the Marina.

**Background:** Increased recreational demands in the Town, especially along the waterfront of Lake Dillon, made 2018 an ideal time for the Town to update its Marina Master Plan, which was previously updated in 2008. After a thorough public process, the Town adopted the Frisco Marina Park Master Plan on June 26, 2018, which identified multi-phase projects to enhance the Marina. As presented in the Town's 2019 budget, Council authorized staff to pursue funding, in addition to projected revenues and reserve accounts, for 2019 projects totaling \$3,996,700 and projected 2010 projects totaling \$3,602,500. Those projects are as follows:

<u>2019</u>		<u>2020</u>	
Big Dig Grading	\$1,500,000	Intersection/Entry Improvements	\$ 25,000
Fuel Dock Relocation	\$ 700,000	Sidewalks and Paths	\$ 37,500
Site Grading/Prep	\$ 350,000	Parking Areas and Paths	\$1,040,000
Lift Station/Sanitation	\$ 100,000	Office Building	<u>\$2,500,000</u>
Shoreline Beach	\$ 62,500	Total Cost	\$3,602,500
Bulkheads/Retaining Walls	\$ 300,000		
Site Utilities/Infrastructure	\$ 184,200		
Landscaping	\$ 100,000		
Sidewalks/Paths	\$ 100,000		
Boat Ramp Relocation	<u>\$ 600,000</u>		
Total Cost	\$3,996,700		

**Staff Analysis:** Staff has been working closely with Bond Counsel, Kutak Rock, LLC, and Underwriters, George K. Baum & Company, to develop this ordinance and the associated documents. This is a very unique funding; the bonds are non-rated and there will be fewer investors. Staff and both of these firms have been working diligently to insure we obtain favorable rates and maintain flexibility of terms to benefit both the Town and investors.

Payments in the first two years will be interest only of approximately \$360,000. These lower payments during the construction period will allow the Town to build up reserves over this time. When principal and interest payments are payable, principal payments will be gradually increased, again allowing the Town time to replenish its reserves. Funding for future phases approved in the Marina Park Master Plan will be analyzed during the upcoming years. It is possible additional borrowing may be required; however, these early phase projects are expected to enhance revenues significantly.

The total amount of bonds issued will be approximately \$5,600,000 and approximate uses of the proceeds are:

Marina Projects	\$5,000,000
Required Reserves	\$ 400,000
Closing Costs (underwriting, Bond counsel)	<u>\$ 200,000</u>
	\$5,600,000

Bond payments will begin June 1, 2019 (interest only) and final payment will be December 1, 2048.

**Staff Recommendation:** Staff recommends approval of this ordinance to allow the Town to issue Marina Enterprise Revenue Bonds in an amount not to exceed \$6,000,000 in order to complete the first two phases of the Marina Park Master Plan, with a total cost of \$7,599,200.

---

**TOWN OF FRISCO, COLORADO**

acting by and through its

**MARINA ENTERPRISE**

**SERIES 2019 MARINA ENTERPRISE REVENUE BOND ORDINANCE**

Relating to

**Marina Enterprise Revenue Bonds,  
Series 2019**

**in an aggregate principal  
amount not to exceed \$6,000,000**

TABLE OF CONTENTS

Page

ARTICLE I  
DEFINITIONS AND CONSTRUCTION

Section 1.01. Definitions..... 1  
Section 1.02. Construction..... 8

ARTICLE II  
THE SERIES 2019 BONDS

Section 2.01. Authorization; Election to Apply Supplemental Public Securities Act ..... 8  
Section 2.02. Series 2019 Bonds Details ..... 9  
Section 2.03. Form of Series 2019 Bonds..... 11  
Section 2.04. Series 2019 Bonds Equally Secured With Other Parity Bonds ..... 19  
Section 2.05. Special Obligations ..... 19

ARTICLE III  
FUNDS AND ACCOUNTS

Section 3.01. Project Account..... 20  
Section 3.02. Marina System Fund ..... 20  
Section 3.03. Operation and Maintenance Account..... 21  
Section 3.04. Principal and Interest Account..... 21  
Section 3.05. Series 2019 Debt Service Reserve Account..... 22  
Section 3.06. Termination of Deposits ..... 23  
Section 3.07. Payment of Subordinate Securities ..... 23  
Section 3.08. Use of Remaining Revenues..... 24  
Section 3.09. Budget and Appropriation of Sums ..... 24  
Section 3.10. Excess Investment Earnings Account..... 24  
Section 3.11. Surplus Account..... 24

ARTICLE IV  
GENERAL ADMINISTRATION OF FUNDS

Section 4.01. Places and Times of Deposits ..... 26  
Section 4.02. Investment of Funds..... 26  
Section 4.03. No Liability for Losses Incurred in Performing Terms of Ordinance ..... 26  
Section 4.04. Character of Funds..... 27  
Section 4.05. Accelerated Payments Optional..... 27

ARTICLE V  
PRIORITIES; LIENS; ISSUANCE OF ADDITIONAL SECURITIES

Section 5.01. First Lien on Net Pledged Revenues; Equality of Bonds ..... 27  
Section 5.02. Issuance of Additional Parity Bonds..... 27  
Section 5.03. Effect of Certification of Revenues ..... 28  
Section 5.04. Subordinate Securities Permitted..... 29

Section 5.05.	Superior Securities Prohibited .....	29
Section 5.06.	Supplemental Ordinances .....	29

ARTICLE VI  
COVENANTS

Section 6.01.	Rate Maintenance Covenant .....	29
Section 6.02.	Collection of Charges .....	30
Section 6.03.	Competent Management .....	30
Section 6.04.	Performance of Duties .....	30
Section 6.05.	Costs of Issuance of Series 2019 Bonds and of Performance.....	30
Section 6.06.	Contractual Obligations .....	31
Section 6.07.	Further Assurances.....	31
Section 6.08.	Conditions Precedent .....	31
Section 6.09.	Efficient Operation and Maintenance .....	31
Section 6.10.	Records and Accounts.....	31
Section 6.11.	Rules, Regulations and other Details .....	31
Section 6.12.	Payment of Governmental Charges .....	32
Section 6.13.	Protection of Security .....	32
Section 6.14.	Accumulation of Interest Claims .....	32
Section 6.15.	Prompt Payment of Series 2019 Bonds .....	32
Section 6.16.	Use of Principal and Interest Account, Series 2019 Debt Service Reserve Account and Surplus Account .....	33
Section 6.17.	Additional Securities.....	33
Section 6.18.	Other Liens.....	33
Section 6.19.	Surety Bonds.....	33
Section 6.20.	Federal Income Tax Covenants and Representations .....	33
Section 6.21.	Disposition of Property.....	34
Section 6.22.	Loss from Condemnation.....	34
Section 6.23.	Inspection of Records .....	34
Section 6.24.	Audits Required .....	34
Section 6.25.	Insurance and Reconstruction .....	34

ARTICLE VII

DEFEASANCE.....	35
-----------------	----

ARTICLE VIII  
DEFAULTS AND REMEDIES

Section 8.01.	Events of Default .....	36
Section 8.02.	Remedies for Defaults.....	37
Section 8.03.	Rights and Privileges Cumulative.....	37
Section 8.04.	Duties Upon Default .....	37
Section 8.05.	Evidence of Security Owners.....	38

ARTICLE IX  
AMENDMENT OF ORDINANCE

Section 9.01.	Amendments of Ordinance Not Requiring Consent of Parity Bond Owners	39
Section 9.02.	Amendment of Ordinance Requiring Consent of Owners .....	39
Section 9.03.	Time for and Consent to Amendment.....	40
Section 9.04.	Unanimous Consent .....	41
Section 9.05.	Exclusion of Securities .....	41
Section 9.06.	Notation on Series 2019 Bonds.....	41
Section 9.07.	Proof of Instruments and Bonds .....	41

ARTICLE X  
MISCELLANEOUS

Section 10.01.	Sale of Series 2019 Bonds .....	41
Section 10.02.	Character of Agreement.....	42
Section 10.03.	No Pledge of Property.....	42
Section 10.04.	Statute of Limitations.....	42
Section 10.05.	Delegated Duties .....	42
Section 10.06.	Successors .....	43
Section 10.07.	Rights and Immunities .....	43
Section 10.08.	Ratification.....	44
Section 10.09.	Facsimile Signatures .....	44
Section 10.10.	Ordinance Irrepealable.....	44
Section 10.11.	Repealer of Measures.....	44
Section 10.12.	Severability .....	44
Section 10.13.	Effective Date .....	44
Section 10.14.	Publication by Reference .....	44
Section 10.15.	Disposition of Ordinance .....	44



**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 19-01**

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE TOWN OF FRISCO, ACTING BY AND THROUGH ITS MARINA ENTERPRISE, OF MARINA ENTERPRISE REVENUE BONDS, SERIES 2019, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,000,000, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS TO THE MARINA FACILITIES OPERATED BY THE TOWN PRESCRIBING THE FORM OF SUCH SERIES 2019 BONDS AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH

WHEREAS, the Town of Frisco, Colorado (the “Town”) is a home rule municipality duly organized and existing pursuant to the home-rule charter of the Town (the “Charter”) and Article XX of the Constitution (the “Constitution”) of the State of Colorado (the “State”); and

WHEREAS, the Town Council (the “Council”) of the Town has previously acted, pursuant to Town Ordinance No. 05-01 (the “Enterprise Ordinance”), to recognize and confirm the existence of the Frisco Bay Marina enterprise of the Town (the “Enterprise”); and

WHEREAS, Section 10-6 of the Charter authorizes the issuance of revenue bonds and other obligations payable from the revenues of the Enterprise for any purpose authorized by the Enterprise Ordinance; and

WHEREAS, the Council, acting as such and as the governing body of the Enterprise, deems it necessary and appropriate to authorize the issuance of revenue bonds, the proceeds of which shall be used to finance the construction of certain capital improvements to the Frisco Bay Marina facilities (the “System”), fund a debt service reserve, and pay the costs associated with the issuance of such bonds (collectively, the “Project”); and

WHEREAS, such revenue bonds are permitted, under the Charter and Article X, Section 20 of the Constitution, to be issued without an election;

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

## ARTICLE I

### DEFINITIONS AND CONSTRUCTION

**Section 1.01. Definitions.** In this Ordinance the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

“*Acquire*” or “*Acquisition*” means the design, construction, reconstruction, purchase, lease, gift, transfer, assignment, option to purchase, grant from the federal government or any public body or other person, endowment, bequest, devise, installation, condemnation, contract, or other acquirement or other provision, or any combination thereof, of facilities, other property, any project or an interest therein.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement between the Underwriter and the Town, which agreement shall govern the Underwriter’s purchase of the Series 2019 Bonds.

“*Bond Counsel*” means Kutak Rock LLP or other counsel of nationally recognized standing in the field of state and local government finance, acceptable to the Town.

“*Bonds*” means all obligations payable from the Net Pledged Revenues, regardless of their priority.

“*Bond Year*” means the 12 months commencing on the second day of the month, determined by Final Terms Certificate, in which principal payments on the Series 2019 Bonds are payable, and ending on the first day of such month in the next succeeding calendar year.

“*Charter*” means the Home Rule Charter of the Town.

“*Code*” means the Municipal Code of the Town.

“*Combined Annual Debt Service Requirements*” means the sum of the annual Debt Service Requirements for all issues of Parity Bonds or Subordinate Securities for which the computation is being made.

“*Commercial Bank*” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation and of the Federal Reserve System, which has capital and surplus of \$100,000,000 or more and which is located within the United States of America.

“*Comparable Bond Year*” means, in connection with any Fiscal Year, the Bond Year which ends in such Fiscal Year. For example, for the Fiscal Year commencing on January 1, 2019, the Comparable Bond Year for the Bonds ends in 2019 on the first day of the month which is designated in the applicable Final Terms Certificate for payments of principal (whether or not any such principal is actually payable in 2019).

“*Cost of the Project*” means all or any part of the cost of the Project (including, but not limited to, such costs paid prior to the date hereof and reimbursed to the Town or the Enterprise),

including, without limitation, interest or discount on the Series 2019 Bonds, costs of issuance of the Series 2019 Bonds, legal expenses, costs of financial, professional, and other estimates and advice, contingencies, any administrative, operating, and other expenses of the Town incurred or paid prior to and during the Project, and all such other expenses as may be necessary or incident to the financing and completion of the Project or any part thereof.

“*Council*” means the Town Council of the Town as the governing body of the Town, acting as such or, as the context requires, as the governing body of the Enterprise.

“*C.R.S.*” means the Colorado Revised Statutes, as amended.

“*Debt Service Requirements*” means the principal of, and interest on, and any premium due in connection with the redemption of any Bonds or other Securities payable from the Net Pledged Revenues, excluding any amounts provided for with capitalized interest or other funds actually on hand and irrevocably committed to the payment of Debt Service Requirements.

“*Enterprise*” means the Frisco Bay Marina enterprise of the Town.

“*Equip*” or “*Equipment*” means the furnishing of all necessary or desirable, related or appurtenant machinery and other facilities, or any combination thereof, appertaining to any property, project or interest therein, as authorized by the Charter, the Enterprise Ordinance and this Ordinance.

“*Event of Default*” means any one of the events described in Section 8.01 hereof.

“*Excess Investment Earnings Account*” means the special account created and referred to in Section 3.10 hereof.

“*Federal Securities*” means bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

“*Final Terms Certificate*” or “*Final Terms Certificates*” means a Certificate or Certificates, not inconsistent with this Ordinance, signed by the Finance Director, approving the final terms of the Series 2019 Bonds and their award to the Underwriter pursuant to the Bond Purchase Agreement, and determining any details reasonably necessary or appropriate in connection therewith in order to effectuate or clarify the provisions of this Ordinance and consummate the transactions contemplated hereby.

“*Finance Director*” means the Director of Finance of the Town.

“*Fiscal Year*” means the 12 months commencing on the first day of January of any calendar year and ending on the last day of December of such calendar year or such other 12-month period as may from time to time be designated by the Council or by State statute as the Fiscal Year of the Town.

“*Improve*” or “*Improvement*” means the addition, extension, enlargement, betterment, replacement or improvement or any combination thereof, of facilities, other property, any project

or any interest therein, but not including reconstruction, replacement, repair or other renewal of existing facilities that does not increase the capacity of the Marina System.

*“Income”* means all income from storage fees, rentals, concessions or any other rates, fees or charges for the services furnished by, or the direct or indirect use of, the Marina System, together with any interest income of the Marina System not specifically excluded from the lien of this Ordinance. To the extent provided by Final Terms Certificate, the Income shall also include, for the purpose of determining compliance with the payment, accumulation and coverage requirements hereof, any other funds contributed to the System for use in paying Debt Service Requirements or Operation and Maintenance Expenses.

*“Independent Accountant”* means any certified public accountant, or any firm of such accountants, duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Town, who (a) is, in fact, independent and not under the domination of the Town or the Council; (b) does not have any substantial interest, direct or indirect, in any of the affairs of the Town; and (c) is not connected with the Town as a member, officer or employee of the Council, but who may be regularly retained to make annual or similar audits of any books or records of the Town.

*“Independent Rate Consultant”* means a nationally recognized individual, firm or corporation of independent rate consultants of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the Marina System, which individual, firm or corporation has no substantial interest, direct or indirect, in the Town and in the case of an individual, is not a member of the Council, or an officer or employee of the Town, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Council or an officer or employee of the Town.

*“Interest Payment Date”* means a date designated by Final Terms Certificate for the payment of interest on the Series 2019 Bonds or any other designated Securities.

*“Marina System”* or *“System”* means the Frisco Bay Marina facilities presently owned and operated by the Town, and any improvements thereto, together with any other marina facilities specifically added to the System by ordinance of the Town Council, together with Improvements to the foregoing.

*“Marina System Fund”* means the special fund created and required to be maintained by Section 3.02 hereof.

*“Maximum Annual Debt Service Requirements”* means, with respect to each issue of Parity Bonds for which the computation is being made, the largest amount of Debt Service Requirements coming due in any single Bond Year when such Parity Bonds are Outstanding.

*“Net Pledged Revenues”* means all Income remaining after the deduction of Operation and Maintenance Expenses.

*“Operation and Maintenance Expenses”* means such reasonable and necessary current expenses of the Town, paid or accrued, of operating, maintaining and repairing the Marina System as may be determined by the Council. The term may include, at the option of the

Council, except as limited by contract or otherwise limited by law, without limiting the generality of the foregoing:

- (a) engineering, auditing, legal and other overhead expenses of the Town directly related and reasonably allocable to the administration, operation and maintenance of the Marina System;
- (b) insurance and surety bond premiums appertaining to the Marina System;
- (c) the reasonable charges of any paying agent, registrar, transfer agent, depository or escrow bank appertaining to the Marina System or any bonds or other securities issued therefor;
- (d) annual payments to pension, retirement, health and hospitalization funds appertaining to the Marina System;
- (e) any taxes, assessments, franchise fees or other charges or payments in lieu of the foregoing;
- (f) ordinary and current rentals of equipment or other property under any operating leases and rentals with respect to capital leases if the payment of such capital leases is made subject to annual appropriation by the Council;
- (g) contractual services, professional services, salaries, administrative expenses, and costs of labor appertaining to the Marina System and the cost of materials and supplies used for current operation or routine maintenance and repair of the Marina System;
- (h) repairs and replacements of equipment and other parts of the Marina System necessary to maintain the revenue producing capacity thereof;
- (i) the costs incurred in the collection of all or any part of the Income;
- (j) any costs of utility services furnished to the Marina System by the Town or otherwise;
- (k) reasonable indirect administrative costs incurred by the Town for the benefit of the Marina System;
- (l) costs of any professional services related to the calculation, payment or application for refund of arbitrage rebate; and
- (m) any other such expenses considered by the Town in determining the amount of fees and charges imposed to cover costs of operation and maintenance of the Marina System.

Except as expressly provided herein, “Operation and Maintenance Expenses” do not include:

- (a) any allowance for depreciation;
- (b) any costs of Improvement, extensions, or betterments;
- (c) any accumulation of reserves for capital replacements;
- (d) any accumulation of reserves for operation, maintenance, or repair of the Marina System;
- (e) any allowance for the redemption of any Bonds or other securities or the payment of any interest thereon;
- (f) any liabilities incurred in the Acquisition of any properties comprising the Marina System or any existing properties comprising the Marina System or any combination thereof; and
- (g) any other ground of legal liability not based on contract.

“*Operation and Maintenance Account*” means the special account created and referred to in Section 3.03 hereof.

“*Ordinance*” means this Ordinance, including any amendment hereto, together with any applicable Final Terms Certificate.

“*Outstanding*” means as of any particular date, all the Bonds payable in whole or in part from the Net Pledged Revenues which have been authorized, executed and delivered, except the following:

- (a) any Bond cancelled by the Paying Agent or otherwise on behalf of the Town on or before such date;
- (b) any Bond held by or on behalf of the Town;
- (c) any Bond for the payment or the redemption of which moneys or Federal Securities sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to pay all of the Debt Service Requirements of such Bond to the maturity date or specified Redemption Date thereof shall have theretofore been deposited in escrow or in trust with a Trust Bank for that purpose; and
- (d) any lost, destroyed or wrongfully taken Bond in lieu of or in substitution for which another bond or other security shall have been executed and delivered.

“*Owner*” means the holder of any bearer instrument or registered owner of any registered instrument.

“*Parity Bonds*” means collectively, the Series 2019 Bonds and any other Bonds payable from the Net Pledged Revenues equally or on a parity with the Series 2019 Bonds.

“*Paying Agent*” means UMB Bank, n.a., or a suitable Commercial Bank or Town official designated by Final Terms Certificate to perform the duties of Paying Agent hereunder.

“*Permitted Investments*” means any investment which, as of the time made, is permitted by the laws of the State or the ordinances of the Town pertaining to Town investments to be made with Town funds.

“*Person*” means any individual, firm, partnership, corporation, company, association, joint stock association, limited liability company or body politic or any trustee, receiver, assignee or similar representative thereof.

“*Principal and Interest Account*” means the special fund created and referred to in Section 3.04 hereof.

“*Project Account*” means the special fund created and referred to in Section 3.01 hereof.

“*Redemption Date*” means the date fixed for the redemption prior to maturity of any Bonds or other designated Securities payable from the Net Pledged Revenues in any notice of prior redemption given by or on behalf of the Town.

“*Registrar*” means UMB Bank, n.a., or a suitable Commercial Bank or Town official designated by Final Terms Certificate to perform the duties of Registrar hereunder.

“*Regular Record Date*” means the fifteenth day of the calendar month next preceding an Interest Payment Date for the Series 2019 Bonds.

“*Security*” or “*Securities*” means any bond or note issued by the Town or any other evidence of the advancement of money to the Town.

“*Series 2019 Bonds*” means the Marina Enterprise Revenue Bonds, Series 2019, to be issued hereunder in an aggregate principal amount not to exceed \$6,000,000.

“*Series 2019 Debt Service Reserve Account*” means the special account created and referred to in Section 3.05 hereof.

“*Special Record Date*” means the date fixed by the Paying Agent for the determination of ownership of the Series 2019 Bonds for the purpose of paying interest not paid when due or interest accruing after maturity.

“*State*” means the State of Colorado.

“*Subordinate Bonds*” or “*Subordinate Securities*” means Bonds or Securities payable from the Net Pledged Revenues having a lien thereon subordinate or junior to the lien thereon of the Parity Bonds.

“*Superior Bonds*” or “*Superior Securities*” means Bonds or Securities payable from the Net Pledged Revenues having a lien thereon superior or senior to the lien thereon of the Bonds.

“*Supplemental Public Securities Act*” means Part 2 of Article 57, Title 11, C.R.S.

“*Surplus Account*” means the special account created and referred to in Section 3.11 hereof.

“*Tax Code*” means the Internal Revenue Code of 1986, as amended.

“*Town*” means the Town of Frisco, Colorado, acting as such or, as the context requires, acting by and through and as the operator of the Enterprise.

“*Transfer Agent*” means UMB Bank, n.a., or a suitable Commercial Bank or Town official designated by Final Terms Certificate to perform the duties of Transfer Agent hereunder.

“*Trust Bank*” means a Commercial Bank which is authorized to exercise and is exercising trust powers.

“*Underwriter*” means George K. Baum & Company, the original underwriter of the Series 2019 Bonds.

**Section 1.02. Construction.** This Ordinance, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(a) Words in the singular include the plural, and words in the plural include the singular.

(b) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender refer to any gender.

(c) Articles, sections, paragraphs and clauses mentioned by number, letter or otherwise, correspond to the respective articles, sections, paragraphs and clauses of this Ordinance so numbered or otherwise so designated.

(d) The titles and leadlines applied to articles, sections and paragraphs of this Ordinance are inserted only as a matter of convenience and ease of reference and in no way define or limit the scope or intent of any provisions of this Ordinance.

(e) Any inconsistency between the provisions of this Ordinance and those of any State statute is intended by the Council. To the extent of any such inconsistency the provisions of this Ordinance shall be deemed made pursuant to the Charter and shall supersede to the extent permitted by law the conflicting provisions of State statutes.



## ARTICLE II

### THE SERIES 2019 BONDS

#### **Section 2.01. Authorization; Election to Apply Supplemental Public Securities Act.**

The Series 2019 Bonds, payable as to all Debt Service Requirements solely out of the Net Pledged Revenues and the other sources expressly provided for herein, are hereby authorized to be issued in an aggregate principal amount not to exceed \$6,000,000, the actual amount of the Series 2019 Bonds to be determined by Final Terms Certificate. The Town hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Series 2019 Bonds to the extent not inconsistent with the express provisions of this Ordinance. Any delegation of authority hereunder to approve the final terms of the Series 2019 Bonds is intended to be effective through December 31, 2019, notwithstanding any provision of the Supplemental Public Securities Act to the contrary.

#### **Section 2.02. Series 2019 Bonds Details.**

(a) **Generally.** The Series 2019 Bonds shall be issued by the Council, as the governing body of the Enterprise, pursuant to the Code, in fully registered form in denominations of \$25,000 and integral multiples of \$1,000 in excess thereof not exceeding the amount maturing on the same maturity date, and, if determined by Final Terms Certificate, may be issued in book entry form through the facilities of The Depository Trust Company (“DTC”).

Installments of principal of the Series 2019 Bonds shall mature on December 1 in the years and in the aggregate principal amounts provided by Final Terms Certificate; provided that the final maturity of the Series 2019 Bonds may be within any period permitted by the Charter but in any event not later than December 1, 2048. The Series 2019 Bonds shall bear interest from the date as of which they are dated or the Interest Payment Date to which interest has been paid next preceding their date, whichever is later, to their maturity dates, except if redeemed prior thereto, at a rate or rates not exceeding 6.00% per annum, as determined by Final Terms Certificate.

Said interest shall be payable commencing not later than June 1, 2019, and semiannually thereafter on each December 1 and June 1. If upon presentation at maturity the principal of any of the Series 2019 Bonds is not paid as provided therein, interest shall continue thereon at the same interest rate until the principal thereof is paid in full.

The Debt Service Requirements of the Series 2019 Bonds shall be payable to the Owners in lawful money of the United States of America by the Paying Agent. The final installment of principal of and the final installment of interest on the Series 2019 Bonds shall be payable to the Owners upon presentation and surrender thereof at maturity or upon prior redemption. Except as hereinbefore and hereinafter provided, the interest and any installment of principal other than the final installment shall be payable to the Owners determined as of the close of business on the Regular Record Date irrespective of any transfer of ownership of the Series 2019 Bonds subsequent to the Regular Record Date and prior to such Interest Payment Date, by check or draft mailed to the Owners at

the address appearing on the registration books of the Town maintained by the Registrar. Any interest or principal not paid when due and any interest accruing after maturity shall be payable to the Owners determined as of the close of business on the Special Record Date irrespective of any transfer of ownership of the Series 2019 Bonds subsequent to the Special Record Date and prior to the date fixed by the Paying Agent for the payment of such interest or principal, by check or draft mailed as aforesaid or, to the extent the Bonds are issued in book entry form, in the manner provided by the rules of DTC. Notice of the Special Record Date and of the date fixed for the payment of such principal or interest shall be given by sending a copy thereof by certified or registered first-class, postage prepaid mail, or by electronic means to DTC or its successors, at least 10 days prior to the special record date, to the Owners at the address then appearing on the registration books of the Town. Any premium shall be payable to the Owners upon presentation and surrender thereof upon prior redemption. If the date for making or giving any payment, determination or notice described herein is a Saturday, Sunday, legal holiday or any other day on which the Paying Agent or Registrar is authorized or required by law to remain closed, such payment, determination or notice shall be made or given on the next succeeding day which is not a Saturday, Sunday, legal holiday or other day on which the Paying Agent or Registrar is authorized or required by law to remain closed.

(b) **Redemption.** The Series 2019 Bonds may be made subject to optional redemption prior to maturity, in whole or in part, in a manner determined by the Town, at a price or prices equal to the principal amount so redeemed plus, only to the extent provided by Final Terms Certificate, a redemption premium not to exceed 3% of the principal amount thereof, plus accrued interest to the date of redemption, at such times and in such manner as provided by Final Terms Certificate. The Series 2019 Bonds may also be made subject to mandatory amortization or redemption from sinking fund installments or otherwise, at such times and in such manner, at prices not exceeding the principal amount redeemed from sinking fund payments or such other source as designated, plus accrued interest to the date of redemption, as provided by Final Terms Certificate.

Notice of redemption shall be given by the Paying Agent in the name of the Town by sending a copy thereof by certified or registered first-class postage prepaid mail, or by electronic means to DTC or its successors, at least 30 days prior to the Redemption Date, to the Owners of the Series 2019 Bonds determined as of the close of business on the day preceding the first mailing of such notice, at the addresses appearing on the registration books of the Town. Such notice shall specify the bond numbers, maturities and principal amounts to be redeemed and the date fixed for redemption, and shall further state that on the Redemption Date there will be due and payable the principal amount redeemed plus accrued interest thereon to the Redemption Date plus any premium due and that from and after such date interest will cease to accrue.

(c) **Interest Rates.** The maximum net effective interest rate authorized for the Series 2019 Bonds is 6.00% per annum. The actual net effective interest rate for the Series 2019 Bonds shall be determined by Final Terms Certificate.

(d) ***Execution and Authentication.*** The Series 2019 Bonds shall be executed by and on behalf of the Council, as the governing body of the Enterprise, with the manual or facsimile signature of the Mayor, shall bear a facsimile of the seal of the Town, shall be attested with the manual or facsimile signature of the Town Clerk, and shall be authenticated with the manual signature of a duly authorized signatory of the Registrar. Should any officer whose facsimile signature appears on the Series 2019 Bonds cease to be such officer before delivery of the Series 2019 Bonds to the Owners, such facsimile signature shall nevertheless be valid and sufficient for all purposes. The Series 2019 Bonds shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until the certificate of authentication on such Series 2019 Bonds shall have been duly executed by the Registrar, and such executed certificate upon any such Series 2019 Bonds shall be conclusive evidence that such Series 2019 Bonds has been authenticated and delivered under this Ordinance. The certificate of authentication on the Series 2019 Bonds shall be deemed to have been duly executed by the Registrar if signed by an authorized signatory thereof.

(e) ***Registration, Transfer and Exchange.*** Upon their execution and authentication and prior to their delivery, the Series 2019 Bonds shall be registered for the purpose of payment of principal and interest by the Registrar. Thereafter, the Series 2019 Bonds shall be transferable only upon the registration books of the Town by the Transfer Agent at the request of the Owner or his, her or its duly authorized attorney-in-fact or legal representative. The Town shall not be required to recognize the interest of, take any action on behalf or for the benefit of or make any payment to any Person acquiring an interest in the Series 2019 Bonds by any means other than a transfer effectuated in compliance with this Ordinance.

(f) ***Resignation of Agents.*** If the Paying Agent, Registrar or Transfer Agent shall resign, or if the Town shall reasonably determine that the Paying Agent, Registrar or Transfer Agent has become incapable of fulfilling its duties hereunder, the Town may, upon notice mailed to the Owner of the Series 2019 Bonds at the address last shown on the registration books of the Town or by electronic means to DTC or its successors, appoint a successor paying agent, registrar or transfer agent. Every such successor Paying Agent, Registrar or Transfer Agent shall be a Commercial Bank or an official of the Town. It shall not be required that the same person serve as Paying Agent, Registrar and Transfer Agent hereunder, but the Town shall have the right to have the same person serve as Paying Agent, Registrar and Transfer Agent hereunder.

(g) ***Replacement of Series 2019 Bonds.*** If any Series 2019 Bond shall have been lost, destroyed or wrongfully taken, the Town shall provide for the replacement thereof upon receipt of the evidence of such loss, destruction or wrongful taking, along with an indemnity bond and reimbursement for expenses reasonably satisfactory to it.

(h) ***Recitals in Series 2019 Bonds.*** The Series 2019 Bonds shall recite in substance that the Series 2019 Bonds are a special and limited obligation payable solely out of and secured by an irrevocable, but not necessarily exclusive, pledge of the Net Pledged Revenues and other sources described herein, that the Series 2019 Bonds do not constitute a debt or an indebtedness or multiple fiscal-year debt or other financial

obligation of the Town within the meaning of any constitutional, Charter or statutory provision or limitation, that the Series 2019 Bonds are not payable in whole or in part from the proceeds of general property taxes, and that the full faith and credit of the Town is not pledged for the payment of the principal of or interest on the Series 2019 Bonds. The Series 2019 Bonds shall further recite that they are issued under the authority of the Colorado Constitution, the Charter, the Supplemental Public Securities Act and this Ordinance.

**Section 2.03. Form of Series 2019 Bonds.** The Series 2019 Bonds shall be in substantially the following form:

[Remainder of Page Left Intentionally Blank]

[Form of Series 2019 Bond]

UNITED STATES OF AMERICA

STATE OF COLORADO

COUNTY OF SUMMIT

TOWN OF FRISCO, COLORADO,  
ACTING BY AND THROUGH ITS MARINA ENTERPRISE,  
MARINA ENTERPRISE REVENUE BOND  
SERIES 2019

No. R-\_\_ \$\_\_\_\_\_

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Original Date</b>	<b>CUSIP</b>
%	December 1, 20__	_____, 2019	

OWNER: \*\*CEDE & CO.\*\*

PRINCIPAL SUM: \*\*\_\_\_\_\_ DOLLARS AND NO CENTS\*\*

The Town Council of the Town of Frisco, in the County of Summit and State of Colorado, acting as the governing body of the Marina Enterprise of said Town (the "Enterprise"), for value received, hereby promises to pay to the Owner (specified above), or registered assigns, solely from the special funds provided therefor, as hereinafter set forth, the Principal Sum (specified above), in lawful money of the United States of America, with interest thereon from the Original Date (specified above), or the interest payment date to which interest has been paid next preceding the date hereof, whichever is later, to the Maturity Date (specified above), except if redeemed prior thereto, at the per annum Interest Rate (specified above), payable semiannually on the first day of June and the first day of December of each year, commencing on June 1, 2019, or the first such date after the date hereof, whichever is later, in the manner provided herein. If upon presentation at maturity payment of the Principal Sum is not made as provided herein, interest continues at the Interest Rate until the Principal Sum is paid in full.

This Series 2019 Bond is subject to optional redemption prior to maturity, in whole or in part, on December 1, 20\_\_, and on any date thereafter, at a price equal to the principal amount thereof [plus a redemption premium of \_\_\_\_] and accrued interest thereon to the redemption date.

Notice of redemption of the principal of this Series 2019 Bonds is to be given by the paying agent by sending a copy of such notice by certified or registered first-class postage prepaid mail, or by electronic means to DTC or its successors, at least 30 days prior to the redemption date, to the Owners at the addresses appearing on the registration books of the Town. Such notice shall specify the principal amount of the Series 2019 Bonds to be redeemed and shall identify the date fixed for redemption, and shall further state that on the redemption date there will be due and payable the outstanding principal of the Series 2019 Bonds to be redeemed plus accrued interest thereon to the redemption date, and that from and after such date interest will cease to accrue on such Series 2019 Bonds.

The interest on the Series 2019 Bonds is payable by check or draft mailed to the Owners at the address appearing on the registration books of the Town held by UMB Bank, n.a., or its successors, as paying agent (the "Paying Agent"). The final installment of principal and interest thereon is payable to the Owners upon presentation and surrender of this Series 2019 Bonds at maturity or upon prior redemption. Any interest thereon not paid when due and any interest hereon accruing after maturity is payable to the Owners as of a special record date fixed by the Paying Agent for the payment of such interest, by check or draft mailed as aforesaid. Notice of the special record date and of the date fixed for the payment of such interest is to be given by sending a copy thereof by certified or registered first-class postage prepaid mail, or by electronic means to DTC or its successors, at least 10 days prior to the special record date, to the Owners at the address appearing on the registration books of the Town. If the date for making or giving any payment, determination or notice described herein is a Saturday, Sunday, legal holiday or any other day on which the Paying Agent or Registrar is authorized or required by law to remain closed, such payment, determination or notice is to be made or given on the next succeeding day which is not a Saturday, Sunday, legal holiday or other day on which the Paying Agent or Registrar is authorized or required by law to remain closed.

This Series 2019 Bond is issued pursuant to an ordinance of the Town (the "Bond Ordinance") as supplemented by a Final Terms Certificate (the Bond Ordinance and such Final Terms Certificate being referred to collectively as the "Ordinance"). Payment of the principal of, interest on and premiums, if any, due in connection with the redemption of, the Series 2019 Bonds is to be made solely from, and as security for such payment there are irrevocably (but not necessarily exclusively) pledged pursuant to the Ordinance, two special accounts, thereby identified as the Principal and Interest Account and the Series 2019 Debt Service Reserve Account, into which the Town Council, acting as the governing body of the Enterprise, has covenanted in the Ordinance to pay, from certain revenues derived from the operation and use of and otherwise pertaining to the Frisco Bay Marina facilities (the "System") of the Town (the "Income") after provision is made only for the payment of all necessary and reasonable current expenses of operating, maintaining and repairing the System (such remaining revenues being referred to as the "Net Pledged Revenues"), sums sufficient to pay when due the principal of, interest on and premiums, if any, due in connection with the redemption of, the Series 2019 Bonds and any Parity Bonds payable from such revenues, and to accumulate and maintain a specified reserve for such purposes. In addition, the Town may at its option augment such funds with any other moneys of the Town legally available for expenditure for the purposes thereof as provided in the Ordinance.

It is hereby recited, certified and warranted that for the payment of the principal of, interest on and premiums, if any, due in connection with the redemption of, this Series 2019 Bond, the Town has created and will maintain said special funds and will deposit the Net Pledged Revenues therein, and out of said special funds, as an irrevocable charge thereon, will pay the principal of, interest on and any premium due in connection with the redemption of this Series 2019 Bond in the manner provided by the Ordinance.

This Series 2019 Bond is secured by a lien on the Net Pledged Revenues, and such Series 2019 Bonds constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, upon the Net Pledged Revenues. Notes, bonds and other types of securities, in addition to the Series 2019 Bonds, subject to expressed conditions, may be issued and made payable from the

Net Pledged Revenues having a lien thereon subordinate and junior to the lien of the Series 2019 Bonds of this issue or, subject to additional expressed conditions, having a lien thereon on a parity with the lien of this Series 2019 Bond in accordance with the provisions of the Ordinance.

The Town Council, acting as the governing body of the Enterprise, covenants and agrees with the Owner hereof that it will keep and will perform all of the covenants of this Series 2019 Bond and of the Ordinance.

This Series 2019 Bond is authorized and issued for the purpose of financing the construction of certain capital improvements to the System as described in the Ordinance, under the authority of and in full conformity with the Constitution of the State of Colorado, the Town Charter, the Code and all other laws of the State of Colorado thereunto enabling and pursuant to the Ordinance, which was duly adopted prior to the issuance of this Series 2019 Bond.

Reference is hereby made to the Ordinance, and to any and all modifications and amendments thereof, for a description of the provisions, terms and conditions upon which this Series 2019 Bond is issued and secured, including, without limitation, the nature and extent of the security for this Series 2019 Bond, provisions with respect to the custody and application of the proceeds hereof, the collection and disposition of the revenues and moneys charged with and pledged to the payment of the principal of, interest on and premiums, if any, due in connection with the redemption of, this Series 2019 Bond, the terms and conditions on which this Series 2019 Bond is issued, a description of the special fund referred to above and the nature and extent of the security and pledge afforded thereby for the payment of the principal of, interest on and premiums, if any, due in connection with the redemption of, this Series 2019 Bond, and the manner of enforcement of said pledge, as well as the rights, duties, immunities and obligations of the Town and the members of its Council, acting as such and as the governing body of the Enterprise, and also the rights and remedies of the Owners. Capitalized terms used in this Series 2019 Bond and not otherwise defined should have the same meanings, respectively, as provided in the Ordinance.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance, or any instrument amendatory thereof or supplemental thereto, may be modified or amended by action of the Town Council of the Town taken in the manner and subject to the conditions and exceptions provided in the Ordinance. The pledge of revenues and other obligations of the Town, acting by and through its Enterprise, under the Ordinance may be discharged at or prior to the maturity or prior redemption of this Series 2019 Bond upon the making of provision for the payment of this Series 2019 Bond on the terms and conditions set forth in the Ordinance.

It is hereby recited, certified and warranted that all the requirements of law have been fully complied with by the proper officers of the Town and the Enterprise in the issuance of this Series 2019 Bond; that it is issued pursuant to and in strict conformity with the Constitution and all other laws of the State of Colorado, including the Town Charter, and the Ordinance; that this Series 2019 Bond does not contravene any constitutional or statutory provision or limitation of the State of Colorado, or any provision or limitation of the Town Charter; and that this Series 2019 Bond is issued under the authority of the Ordinance.

This Series 2019 Bond is transferable only upon the registration books of the Town held by UMB Bank, n.a., or its successors, as transfer agent, at the request of the Owner or his, her or its duly authorized attorney-in-fact or legal representative, upon surrender hereof together with a written instrument of transfer duly executed by the Owners or its duly authorized attorney-in-fact or legal representative with guaranty of signature satisfactory to the transfer agent, containing written instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and the beneficiaries of the trust. The Town may deem and treat the person in whose name this Series 2019 Bond is last registered upon the books of the Town as the Owner for the purpose of receiving payment of the principal of, interest on and premiums, if any, due in connection with the redemption of, this Series 2019 Bond and for all other purposes, and all such payments so made to such person or upon his, her or its order will be valid and effective to satisfy and discharge the liability of the Town upon this Series 2019 Bond to the extent of the sum or sums so paid, and the Town will not be affected by any notice to the contrary.

**This Series 2019 Bond is issued pursuant to the Supplemental Public Securities Act, Part 2 of Article 57, Title 11, C.R.S., and this recital shall be conclusive evidence of the validity and the regularity of issuance of this Series 2019 Bond after its delivery for value.**

This Series 2019 Bond is a special and limited obligation payable solely out of and secured by an irrevocable, but not necessarily exclusive, pledge of the Net Pledged Revenues and the other sources identified in the Ordinance, all as more specifically provided in the Ordinance. This Series 2019 Bond does not constitute a debt or an indebtedness or a multiple-fiscal year debt or other financial obligation of the Town within the meaning of any constitutional, charter or statutory provision or limitation. This Series 2019 Bond is not payable in whole or in part from the proceeds of general property taxes or any other form of taxation, and the full faith and credit of the Town is not pledged for the payment of the principal of or interest on this Series 2019 Bond.

[Remainder of Page Left Intentionally Blank]



IN WITNESS WHEREOF, the Town Council of the Town of Frisco, Colorado, acting as the governing body of the Marina Enterprise of said Town, has caused this Series 2019 Bond to be executed in its name and on its behalf with the manual or facsimile signature of the Mayor of the Town, to be sealed with the manual or facsimile seal of the Town, and to be signed and attested with the manual or facsimile signature of the Town Clerk of the Town.

[SEAL]

TOWN OF FRISCO, COLORADO, ACTING  
BY AND THROUGH ITS MARINA  
ENTERPRISE

By \_\_\_\_\_  
Mayor

Attest:

By \_\_\_\_\_  
Town Clerk

CERTIFICATE OF AUTHENTICATION

This Series 2019 Bond is one of the series issued pursuant to the Ordinance herein described. Attached hereto is the complete text of the opinion of bond counsel, Kutak Rock LLP, a signed copy of which, dated the date of the first delivery of the Series 2019 Bonds herein described, is on file with the undersigned.

Dated: \_\_\_\_\_, 2019

UMB BANK, N.A., as Registrar

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Series 2019 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM = as tenants in common

TEN ENT = as tenants by the entireties

JT TEN = as joint tenants with the right of survivorship and not as tenants in common

UNIF GIFT MIN ACT = \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

under Uniform Gifts to Minors Act

\_\_\_\_\_  
(State)

Additional abbreviations may also be used  
though not on the above list.

(Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Owner sells, assigns and transfers unto

---

(Please Insert Social Security or Other Identifying Number of Assignee)

---

(Name and Address of Assignee)

---

the attached Series 2019 Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ or its successor, to transfer said Note on the books kept for registration thereof.

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

Signature guaranteed:

---

(Bank, Trust Company or Firm)

---

NOTICE: The signature to this assignment must correspond with the name of the Owner as it appears upon the face of the attached Note in every particular without alteration or enlargement or any change whatever.

Transfer Fee Required

[End of Form of Note]

**Section 2.04. Series 2019 Bonds Equally Secured With Other Parity Bonds.** The covenants and agreements herein set forth to be performed on behalf of the Town and the Enterprise shall be for the equal benefit, protection and security of the Owners of all Parity Bonds, which together, regardless of the time or times of their maturity, shall be of equal rank without preference, priority or distinction of one or more over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

**Section 2.05. Special Obligations.** The Series 2019 Bonds, as to all Debt Service Requirements thereof, shall be payable solely out of the Net Pledged Revenues and other sources described herein. The Owners may not look to the general fund or any other fund of the Town for the payment of the Debt Service Requirements, except the special funds and accounts pledged therefor. The Series 2019 Bonds shall not constitute a debt or indebtedness or multiple-fiscal year debt or other financial obligation of the Town within the meaning of any constitutional, Charter or statutory provision or limitation, and shall not be considered or held to be a general obligation of the Town, but shall constitute a special and limited obligation of the Town, acting by and through the Enterprise. The Series 2019 Bonds are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation, and the full faith and credit of the Town is not pledged for payment of the Series 2019 Bonds.

### **ARTICLE III**

#### **FUNDS AND ACCOUNTS**

The proceeds of the Series 2019 Bonds and the Income shall be deposited by the Town in the funds and accounts described in this Article III, to be accounted for in the manner and priority set forth in this Article III.

The Owners shall not have any control over or be in any manner responsible for the application or disposition by the Town or by any of its officers, agents and employees of the moneys derived from the sale of the Series 2019 Bonds or of any other moneys designated in this Article III.

The Net Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in any fund or account hereunder (except the Operation and Maintenance Account and the Excess Investment Earnings Account) are hereby pledged to secure the payment of the Debt Service Requirements of the Series 2019 Bonds, subject to the provisions herein relating to the Project Account and the Surplus Account and subject to the application of the Net Pledged Revenues for the payment of Debt Service Requirements of Parity Bonds. This pledge shall be valid and binding from and after the date of the first delivery of the Series 2019 Bonds, and the moneys, as received by the Town and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the Town (except as herein otherwise expressly provided), and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town (except as herein otherwise expressly provided), irrespective of whether such parties have notice thereof.

**Section 3.01. Project Account.** Proceeds of the Series 2019 Bonds shall be deposited, in an amount to be determined by Final Terms Certificate, in a special account created within the Marina Enterprise Fund of the Town by this Ordinance to be known as the Marina Enterprise Revenue Bonds, Series 2019, Project Account (the “Project Account”). Moneys on deposit in the Project Account shall be used to pay costs of the Project, including any reimbursement to the Town for costs of the Project previously paid from the Marina Enterprise Fund of the Town and other costs of issuance of the Series 2019 Bonds and other incidental costs necessary or appropriate in connection with the Project and the financing thereof. Moneys in the Project Account, and interest or investment income thereon, are not included within the Net Pledged Revenues and do not constitute security for the Series 2019 Bonds. Moneys and investments in the Project Account shall be held and applied by the Town to the completion of the Project. Upon completion of the Project, the balance of moneys in the Project Account, if any, shall be transferred to the Principal and Interest Account, to be used for the purposes of said Account in accordance with this Ordinance.

**Section 3.02. Marina System Fund.** Except as otherwise provided herein, the entire Income, upon receipt thereof from time to time by the Town, shall be set aside and credited immediately to the Marina System Fund, which shall constitute a subfund of the Marina Enterprise Fund of the Town. In addition, the Town may at its option credit to the Marina System Fund any other moneys of the Town legally available for expenditure for the purposes of the Marina System Fund as provided herein.

The Marina System Fund shall be administered and the moneys on deposit therein shall be deposited and applied in the following order of priority:

FIRST, to the Operation and Maintenance Account to pay Operation and Maintenance Expenses in the manner set forth in Section 3.03 hereof;

SECOND, to the Principal and Interest Account to pay the Debt Service Requirements of the Parity Bonds then Outstanding in the manner set forth in Section 3.04 hereof;

THIRD, to the Series 2019 Debt Service Reserve Account, in the manner set forth in Section 3.05 hereof;

FOURTH, to the Surplus Account, in the manner set forth in Section 3.11 hereof;

FIFTH, to the payment of the Debt Service Requirements of Subordinate Bonds or other Subordinate Securities in accordance with Section 3.07 hereof; and

SIXTH, to be used in accordance with Sections 3.06 and 3.08 hereof.

In order to give effect to the requirements of both the Code and this Ordinance, the Town may to the extent necessary advance, subject to reimbursement, Income required for the payment of Operation and Maintenance Expenses from funds earmarked for capital facilities, and may also to the extent necessary advance, subject to reimbursement, Net Pledged Revenues required for the payment of the Debt Service Requirements of Parity Bonds from funds earmarked for operation and maintenance, including the Operation and Maintenance Account.

**Section 3.03. Operation and Maintenance Account.** As a first charge on the Marina System Fund, there shall be credited from time to time to the Operation and Maintenance Account, created within the Marina System Fund by this Ordinance, moneys sufficient to pay the Operation and Maintenance Expenses of the System as they become due and payable, and thereupon the Operation and Maintenance Expenses shall be promptly paid.

**Section 3.04. Principal and Interest Account.** The Town shall deposit into the Principal and Interest Account, created within the Marina System Fund by this Ordinance, forthwith upon receipt of the proceeds of the Series 2019 Bonds, interest accrued thereon, if any, from their date to the date of delivery thereof to the Owners, to apply to the payment of interest first due on the Series 2019 Bonds.

Subject to the payments required by Section 3.03 hereof, for so long as the Series 2019 Bonds are Outstanding, the Town shall deposit in the Principal and Interest Account from the Net Pledged Revenues semiannually, no less than seven days prior to the next occurring Interest Payment Date, the amount of interest accruing on the Series 2019 Bonds during said period (with a credit for the amount of any accrued or capitalized interest deposited in the Principal and Interest Account and not theretofore credited) and, after the first Interest Payment Date of the Series 2019 Bonds, no less than seven days prior to each next occurring Interest Payment Date the following amounts:

(a) ***Interest Payments.*** The aggregate amount of the next installment of interest due in the then current Bond Year in connection with the Series 2019 Bonds plus any other amounts due for interest on any other Parity Bonds then Outstanding; and

(b) ***Principal Payments.*** The aggregate amount, if any, of the installment of principal due on such Interest Payment Date plus any other amounts due for principal of any other Parity Bonds then Outstanding.

Such interest and principal shall be promptly paid when due.

The moneys credited to the Principal and Interest Account, excluding investment earnings which may be required to be rebated to the federal government, shall be used to pay the Debt Service Requirements of the Parity Bonds then Outstanding, as such Debt Service Requirements become due, except as otherwise provided in this Ordinance or other ordinances authorizing Parity Bonds. The Principal and Interest Account shall also be maintained as a sinking fund for the mandatory redemption of any Parity Bonds which are subject to mandatory sinking fund redemption. Any mandatory sinking fund redemption of principal shall be treated as an installment of principal for purposes of this Section 3.04.

Nothing herein shall be construed to prevent the Town from creating separate principal and interest accounts for separate issues of Parity Bonds and accounting separately for any deposits made thereto on account of separate issues of Parity Bonds, if such action is deemed by the Town to be necessary or desirable in order to comply with any statute or regulation governing the exemption from federal income taxes of interest on any such Parity Bonds; provided that any such separate accounts shall have claims to the Net Pledged Revenues equal to and on a parity with those of the other such accounts. Nothing herein shall be construed to

prevent the Town from creating subfunds or subaccounts for the purpose of recording the payments and accumulations made hereunder in a manner consistent with the accounting principles which may be employed by the Town from time to time.

**Section 3.05. Series 2019 Debt Service Reserve Account.** The Town shall deposit in the Series 2019 Debt Service Reserve Account, at the time of issuance of the Series 2019 Bonds, a sum, determined by Final Terms Certificate, equal to the lesser of 10% of the proceeds of the Series 2019 Bonds, the Maximum Annual Debt Service Requirements of the Series 2019 Bonds coming due in any Bond Year or 125% of the average annual Debt Service Requirements of the Series 2019 Bonds. Subject to the payments required by Sections 3.03 and 3.04 hereof and except as provided in Section 3.06 hereof, from the Net Pledged Revenues, there shall be credited from time to time as hereinafter provided to the Series 2019 Debt Service Reserve Account moneys sufficient to accumulate in and maintain the Series 2019 Debt Service Reserve Account at an amount at least equal to the amount so determined. In the event that the amount of the Series 2019 Debt Service Reserve Account falls below the amount determined by Final Terms Certificate, the Town shall credit to the Series 2019 Debt Service Reserve Account from Net Pledged Revenues or may credit to the Series 2019 Debt Service Reserve Account from the Surplus Account that sum of money needed to accumulate or reaccumulate the amount therein so that at all times the amount of the Series 2019 Debt Service Reserve Account equals the amount specified in such Final Terms Certificate. The moneys required to be deposited in the Series 2019 Debt Service Reserve Account, excluding investment earnings which may be required to be rebated to the federal government, shall be set aside, accumulated and, if necessary, reaccumulated from time to time, and maintained as a continuing reserve to be used, except as hereinafter provided in this Section 3.05 and in Section 3.06 and Article VII hereof, only to prevent deficiencies in payment of the Debt Service Requirements of the Series 2019 Bonds then Outstanding resulting from failure to deposit into the Principal and Interest Account sufficient funds to pay such Debt Service Requirements as the same become due. The Series 2019 Debt Service Reserve Account shall not be required to be maintained after the Series 2019 Bonds are no longer Outstanding.

If at any time the Town shall for any reason fail to pay into the Principal and Interest Account the full amount above stipulated to be paid with respect to the Series 2019 Bonds, then an amount shall be paid into the Principal and Interest Account at such time first from the Surplus Account, to the extent such funds are available, equal to the difference between that paid from the Net Pledged Revenues and the full amount so stipulated. If the amount so applied remains insufficient to satisfy the Debt Service Requirements then due, the difference shall be paid into the Principal and Interest Account from the Series 2019 Debt Service Reserve Account. Any money so used from the Series 2019 Debt Service Reserve Account shall be replaced to the Series 2019 Debt Service Reserve Account from the first moneys credited to the Marina System Fund thereafter received and not required to be otherwise applied by Sections 3.03 and 3.04 hereof. If Parity Bonds are Outstanding and the ordinances authorizing the issuance of those Securities require the replacement of moneys in separate reserve accounts therefor, then the moneys replaced in the Series 2019 Debt Service Reserve Account shall be replaced on a pro rata basis based upon the total principal amount of the then Outstanding Parity Bonds and the total principal amount of the Series 2019 Bonds Outstanding, as moneys become available therefor.

If at any time the Town shall for any reason fail to pay into the Series 2019 Debt Service Reserve Account the full amount stipulated herein from the Net Pledged Revenues, the difference between the amount paid and the amount so stipulated shall in a like manner be paid therein first from the Surplus Account, to the extent funds are available, and thereafter from the first moneys credited to the Marina System Fund thereafter received and not required to be applied otherwise by Sections 3.03 and 3.04 hereof.

Nothing in this Ordinance shall be construed as limiting the right of the Town to substitute for the cash deposit required to be maintained in the Series 2019 Debt Service Reserve Account a letter of credit, surety bond, insurance policy, agreement guaranteeing payment, or other undertaking by a financial institution to ensure that cash in the amount otherwise required to be maintained hereunder will be available to the Town as needed; provided that any such substitution shall not cause the then current rating or ratings of the Series 2019 Bonds or any other Parity Bonds to be adversely affected.

If the Series 2019 Bonds are no longer Outstanding, the Town may apply any remaining funds in the Series 2019 Debt Service Reserve Account to any other lawful purpose.

**Section 3.06. Termination of Deposits.** No payment need be made into the Principal and Interest Account if the amount in the Principal and Interest Account and the amount in the Series 2019 Debt Service Reserve Account totals a sum at least equal to the entire amount of the Outstanding Parity Bonds, as to all Debt Service Requirements, to their respective maturities or to any Redemption Date or Redemption Dates as of which the Town shall have exercised or shall have obligated itself to exercise its option to redeem, prior to their respective maturity dates, any Parity Bonds then Outstanding and thereafter maturing (provided that, solely for the purpose of this Section 3.06, there shall be deemed to be a credit to the Series 2019 Debt Service Reserve Account of moneys, Federal Securities and bank deposits, or any combination thereof, accounted for in any other fund or account of the Town and restricted solely for the purpose of paying the Debt Service Requirements of such Parity Bonds), in which case moneys in the Principal and Interest Account and the Series 2019 Debt Service Reserve Account in an amount, except for any known interest or other gain to accrue from any investment or deposit of moneys pursuant to Section 4.02 hereof from the time of any such investment or deposit to the time or respective times the proceeds of any such investment or deposit shall be needed for such payment, at least equal to such Debt Service Requirements, shall be used together with any such gain from such investments and deposits solely to pay such Debt Service Requirements as the same become due. Any moneys in excess thereof in the Principal and Interest Account and the Series 2019 Debt Service Reserve Account and any other moneys derived from the Income or otherwise pertaining to the Marina System may be used in any lawful manner determined by the Town.

**Section 3.07. Payment of Subordinate Securities.** After there has been deposited to the Principal and Interest Account an amount sufficient to pay all the Debt Service Requirements due during the current Bond Year on all Parity Bonds then Outstanding and after the accumulations to and replenishments of the Series 2019 Debt Service Reserve Account to be made in the current Bond Year have been made, any moneys remaining in the Marina System Fund for such Bond Year may be used by the Town for the payment of Debt Service Requirements of Subordinate Securities payable from the Net Pledged Revenues and authorized to be issued in accordance with this ordinance including reasonable reserves for such



Subordinate Securities; but the lien of such Subordinate Securities on the Net Pledged Revenues and the pledge thereof for the payment of such Subordinate Securities shall be subordinate to the lien and pledge of any Outstanding Parity Bonds as herein provided.

**Section 3.08. Use of Remaining Revenues.** After the payments required to be made by Sections 3.01 through 3.07 hereof are made, at the end of any Bond Year, or whenever in any Bond Year there shall have been credited to the Principal and Interest Account, the Series 2019 Debt Service Reserve Account and the Surplus Account, all amounts required to be deposited in those special funds during said Bond Year, as herein provided, any remaining moneys credited to the Marina System Fund may be used for the Acquisition of Improvements or other properties or facilities for the Marina System or for any one or any combination of other lawful purposes as the Town may from time to time determine.

**Section 3.09. Budget and Appropriation of Sums.** The proceeds of the Series 2019 Bonds, together with all sums provided to make the payments specified in this Article III are hereby appropriated for said purposes, and in each year said amounts shall be included in the annual budget and the appropriation ordinance or measures to be adopted or passed by the Council in each year respectively while the Series 2019 Bonds, either as to principal or interest, are Outstanding and unpaid. No provisions of any constitution, Charter, statute, ordinance, resolution or other order or measure enacted after the issuance of the Series 2019 Bonds shall in any manner be construed as limiting or impairing the obligation of the Town to keep and perform the covenants contained in this Ordinance so long as the Series 2019 Bonds remain Outstanding and unpaid. Nothing herein shall prohibit the Council from appropriating other legally available funds of the Town to the Marina System Fund for the purposes thereof.

**Section 3.10. Excess Investment Earnings Account.** The Finance Director shall transfer into and pay from the Excess Investment Earnings Account hereby created within the Marina System Fund the amount of required arbitrage rebate, if any, due to the federal government under Sections 103 and 148(f)(2) of the Tax Code and regulations promulgated thereunder. The Finance Director shall determine such amounts in the manner required by said sections and related regulations and Section 6.20(b) hereof. Transfer of the required arbitrage rebate amounts shall be made from the Principal and Interest Account, the Series 2019 Debt Service Reserve Account, the Surplus Account, the Project Account or any other legally available funds of the Town or the Enterprise; provided, however, that required arbitrage rebate payments shall be made to the federal government from legally available funds regardless of whether there are any remaining proceeds or other funds attributable to the Series 2019 Bonds that are available for the purpose.

All amounts in the Excess Investment Earnings Account, including income earned from investment thereof, shall be held by the Finance Director free and clear of any lien created by this Ordinance, and the Finance Director shall remit the same to the federal government from time to time to the extent required by Section 6.20 hereof.

**Section 3.11. Surplus Account.** After the issuance of the Series 2019 Bonds, the Town shall deposit from time to time in the Surplus Account, created within the Marina System Fund by this Ordinance, legally available monies of the Enterprise, up to the amount provided by Final Terms Certificate (the "Maximum Surplus Amount"). The Town shall fund the Surplus Account

from one-half of any moneys remaining after application of the requirements of paragraphs FIRST, SECOND, and THIRD provided in Section 3.02 hereof. The Town shall have no obligation to fund the Surplus Account in any amount from any other sources nor to fund the Surplus Account beyond the Maximum Surplus Amount, provided that in the event of a draw on the Surplus Account before the Maximum Surplus Amount is accumulated, the Town shall nevertheless continue to fund the Surplus Account until the Maximum Surplus Amount is fully accumulated. Following the accumulation of the Maximum Surplus Amount the Town shall have no further obligation to replenish the Surplus Account in the event of a draw on the Surplus Account. Funds in the Surplus Account shall be applied solely to the timely payment of Debt Service Requirements of the Series 2019 Bonds (in the manner required by Section 3.05 hereof or this Section 3.11), the payment of Operation and Maintenance Expenses (as and when deemed necessary by the Town, regardless of amounts on deposit in the Operation and Maintenance Account), the payment of any Costs of the Project (as and when deemed necessary by the Town after expenditure of all amounts on deposit in the Project Account) to ensure the completion of the Project and the funding of the Excess Investment Earnings Account (as and when deemed necessary by the Town to comply with the requirements of Section 3.10 hereof) and shall not be used or pledged to the payment of any other obligations. For so long as the Surplus Account is in existence, moneys therein shall be used solely in accordance with this Article III.

In the event the amounts credited to the Principal and Interest Account and available to pay the Series 2019 Bonds are insufficient to pay the principal of, premium if any, or interest on the Series 2019 Bonds when due and there are moneys in the Surplus Account, the Town shall transfer to the Principal and Interest Account from the Surplus Account an amount which, when combined with moneys in the Principal and Interest Account, will be sufficient to make such payments when due. Any additional deficiency in the Principal and Interest Account Remaining after such transfer from the Surplus Fund shall be paid from the Series 2019 Debt Service Reserve Account in accordance with Section 3.05 hereof. In the event the amounts in the Principal and Interest Account, the Surplus Account and the Series 2019 Debt Service Reserve Account are insufficient to pay all principal, premium if any, and interest on any due date, the Town shall nonetheless transfer all moneys in the Surplus Account to the Principal and Interest Account and use such moneys for the purpose of making partial payments as provided herein with respect to the Series 2019 Bonds. Amounts in the Surplus Account shall not be used to redeem Series 2019 Bonds being called pursuant to any optional redemption provisions hereof, but may be used to pay Series 2019 Bonds coming due as a result of any mandatory sinking fund redemption. Amounts shall be transferred to the Principal and Interest Account from the Surplus Account before any amounts are transferred from the Series 2019 Debt Service Reserve Account.

Moneys credited to the Surplus Account may be invested pursuant to Section 4.02 hereof. All interest income from the investment or reinvestment of moneys credited to the Surplus Account shall be retained in the Surplus Account. Notwithstanding the preceding, the amount on deposit in the Surplus Account shall never exceed the amount of the Maximum Surplus Amount. On each Interest Payment Date, any funds in excess of the Maximum Surplus Amount shall be transferred from the Surplus Account to the Principal and Interest Account for payment of principal of and interest on the Series 2019 Bonds.

## ARTICLE IV

### GENERAL ADMINISTRATION OF FUNDS

**Section 4.01. Places and Times of Deposits.** Each of the special funds or accounts created or referred to in Article III hereof shall be maintained as a book account of the Town and all moneys accounted for therein shall at all times be either deposited in a Commercial Bank or invested in Permitted Investments. For purposes of such deposits or investments of moneys, nothing herein prevents the commingling of moneys accounted for in any two or more such funds or accounts pertaining to the Income. Such funds or accounts shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes of such funds or accounts. Each periodic payment shall be credited to the proper fund or account not later than the date therefor herein designated, except that when any such date shall be a Saturday, a Sunday or a legal holiday, then such payment shall be made on or before the next preceding business day.

**Section 4.02. Investment of Funds.** Any moneys in any fund or account described in Article III hereof may be invested, re-invested or deposited only in Permitted Investments. Securities or obligations purchased as such investments shall either be subject to redemption at any time at face value by the Owner thereof at the option of such Owner or shall mature at such time or times as shall most nearly coincide with the expected need for moneys from the fund or account in question. Securities or obligations so purchased as an investment of moneys in any such fund or account shall be deemed at all times to be a part of the applicable fund or account; provided that (with the exception of the Series 2019 Debt Service Reserve Account, the Surplus Account and the Excess Investment Earnings Account) the interest accruing on such investments and any profit realized therefrom shall be credited to the Marina System Fund, and any loss resulting from such investments shall be charged to the particular fund or account in question. Interest and profit realized from investments in the Series 2019 Debt Service Reserve Account shall be credited to the Series 2019 Debt Service Reserve Account; provided that, with respect to the Series 2019 Debt Service Reserve Account, so long as the amount in the Series 2019 Debt Service Reserve Account equals at least the minimum amount specified in Section 3.05 hereof, and with respect to the Surplus Account, once the amount in the Surplus Account exceeds the Maximum Surplus Amount, such interest and profit may be transferred to the Principal and Interest Account and distributed in the same manner as other moneys in the Principal and Interest Account. Any loss resulting from such investments in the Series 2019 Debt Service Reserve Account shall be charged to the Series 2019 Debt Service Reserve Account. The Town shall present for redemption or sale on the prevailing market any securities or obligations so purchased as an investment of moneys in a given fund or account whenever it shall be necessary to do so in order to provide moneys to meet any required payment or transfer from such fund or account. The Town shall not invest any moneys accounted for hereunder if any such investment would contravene the covenant concerning arbitrage in Section 6.20 hereof.

**Section 4.03. No Liability for Losses Incurred in Performing Terms of Ordinance.** Neither the Town nor any officer of the Town shall be liable or responsible for any loss resulting from any investment or reinvestment made in accordance with this Ordinance.

**Section 4.04. Character of Funds.** The moneys in any fund or account herein described shall consist of lawful money of the United States of America or investments permitted by Section 4.02 hereof or both such money and such investments. Moneys deposited in a demand or time deposit account in or evidenced by a certificate of deposit of a Commercial Bank pursuant to Sections 4.01 and 4.02 hereof, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States of America.

**Section 4.05. Accelerated Payments Optional.** Nothing contained herein prevents the accumulation in any fund or account designated herein of any monetary requirements at a faster rate than the rate or minimum rate, as the case may be, provided therefor, but no payment shall be so accelerated if such acceleration shall cause a default in the payment of any obligation of the Town pertaining to the Income.

## ARTICLE V

### PRIORITIES; LIENS; ISSUANCE OF ADDITIONAL SECURITIES

**Section 5.01. First Lien on Net Pledged Revenues; Equality of Bonds.** Except as expressly provided in this Ordinance with respect to Parity Bonds and Subordinate Securities, the Net Pledged Revenues and other funds expressly provided for herein shall be and hereby are irrevocably pledged and set aside to pay the Debt Service Requirements of the Series 2019 Bonds.

The Outstanding Parity Bonds constitute an irrevocable and first lien (but not necessarily an exclusive first lien) upon the Net Pledged Revenues.

Any Parity Bonds authorized, issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Net Pledged Revenues regardless of the time or times of the issuance thereof, it being the intention of the Council that there shall be no priority among Parity Bonds, regardless of the fact that they may be actually issued and delivered at different times.

**Section 5.02. Issuance of Additional Parity Bonds.** Nothing herein, except the limitations stated in Section 5.06 hereof, prevents the issuance by the Town of additional Parity Bonds payable from the Net Pledged Revenues and constituting a lien on the Net Pledged Revenues on a parity with, but not prior or superior to, the lien thereon of the Series 2019 Bonds; but before any such Parity Bonds are authorized or actually issued the Town shall satisfy the following conditions:

(a) ***Absence of Default.*** At the time of the adoption of the supplemental ordinance or other instrument authorizing the issuance of the Parity Bonds as provided in Section 5.06 hereof, the Town shall not be in default in making any payments required by Article III hereof.

(b) ***Historic Revenues Tests.***

(i) Except as hereinafter provided in the case of additional Parity Bonds issued for the purpose of refunding less than all of the Bonds and other Parity Bonds then outstanding, the Net Pledged Revenues for the last complete Fiscal Year prior to the issuance of the proposed additional Parity Bonds, as certified by the Town Manager, must have been equal to at least 125% of the Maximum Annual Debt Service Requirements of the Parity Bonds then Outstanding and the Parity Bonds proposed to be issued.

(ii) If any adjustment in rates, fees, tolls or charges is made by the Town during such Fiscal Year, the Town Manager shall adjust the calculation of the Net Pledged Revenues to reflect the amount thereof that would have been received if such adjustment had been in effect throughout such Fiscal Year.

(iii) For purposes of this Section 5.02(b), when computing the Maximum Annual Debt Service Requirements for any issue of Parity Bonds bearing interest at a variable, adjustable, convertible or other similar rate which is not fixed for the entire term thereof, it shall be assumed that any such securities outstanding at the time of the computation will bear interest during any period, if the interest rate for such periods shall not have been determined, at a fixed rate equal to the higher of 6.00% per annum or the highest interest rate borne during the preceding 24 months by Outstanding securities of the Town (excluding securities issued pursuant Part 1 of Article 3 of Title 29, Colorado Revised Statutes, as amended, or other similar securities) bearing interest at a variable, adjustable, convertible or other similar rate or, if no such securities of the Town are outstanding at the time of the computation, by any similar securities for which the interest rate is determined by reference to an index comparable to that to be utilized in connection with the securities proposed to be issued, or if the interest rate for such period has been determined and is not subject to variation, adjustment or conversion prior to the expiration of such period, at the rate so determined. It shall further be assumed that any such securities which may be tendered prior to maturity for purchase at the option of the Owner thereof will mature on their stated maturity or mandatory redemption dates.

(iv) In the case of additional Parity Bonds issued for the purpose of refunding less than all of the Series 2019 Bonds and other Parity Bonds then Outstanding, compliance with this Section 5.02(b) shall not be required so long as the Debt Service Requirements payable as to all Bonds and other Parity Bonds Outstanding after the issuance of such Parity Bonds on each Interest Payment Date do not exceed the Debt Service Requirements payable on all Bonds and other Parity Bonds Outstanding prior to the issuance of such Parity Bonds on such Interest Payment Date. The foregoing shall not prevent the extension of maturity of any such Parity Bonds, and no additional payments attributable to an extension of maturity shall constitute or be treated as an increase in Debt Service Requirements with respect to any such partially refunded Parity Bonds for purposes of this Section 5.02(iv).

**Section 5.03. Effect of Certification of Revenues.** Where certifications of revenues are required by this Ordinance, the specified and required written certifications of the Town Manager to the effect that revenues are sufficient to pay the required amounts shall be conclusively presumed to be accurate in determining the right of the Town to authorize issue, sell and deliver Parity Bonds.

**Section 5.04. Subordinate Securities Permitted.** Nothing herein, except the limitations stated in Section 5.06 hereof, prevents the Town from issuing Subordinate Securities for any lawful purpose, so long as, at the time of adoption of the supplemental ordinance or other instrument authorizing the issuance of Subordinate Securities, the Town shall not be in default in making any payments required in connection with any Outstanding Parity Bonds.

**Section 5.05. Superior Securities Prohibited.** The Town hereby agrees that it shall not issue any Superior Bonds or Superior Securities.

**Section 5.06. Supplemental Ordinances.** Parity Bonds or Subordinate Securities shall be issued only after authorization thereof by ordinance, supplemental ordinance or other instrument of the Council, in substantially the same form as this Ordinance, stating the purpose or purposes of the issuance of such additional Securities, directing the application of the proceeds thereof to such purpose or purposes, directing the execution thereof, and fixing and determining the date, series designation, principal amount, maturity or maturities, maximum rate or rates of interest and prior redemption privileges of the Town with respect thereto, and providing for payments to and from the Marina System Fund in accordance with this Ordinance. All additional Securities shall bear such date, shall be payable as to principal and interest on the same semiannual dates as the Bonds and shall be subject to redemption prior to maturity on such terms and conditions as may be provided, and shall bear interest at such rate or rates as may be fixed by ordinance, instrument or other document of the Council.

## ARTICLE VI

### COVENANTS

The Town hereby particularly covenants and agrees with the Owners, and makes the following covenants and provisions which shall be a part of its contract with such Owners, and shall be kept by the Town continuously until the Series 2019 Bonds have been fully paid and discharged:

**Section 6.01. Rate Maintenance Covenant.** The Town shall prescribe, revise and collect rates, fees and charges for use of the Marina System which shall produce Income sufficient, together with any other moneys legally available therefor and credited to the Marina System Fund, to make the payments and accumulations required by this Ordinance; and which shall produce Income sufficient, after payment of Operation and Maintenance Expenses, to pay an amount at least equal to 125% of the Combined Annual Debt Service Requirements for the Outstanding Parity Bonds. Such Income remaining after payment of Operation and Maintenance Expenses and the Debt Service Requirements of Outstanding Parity Bonds shall also be sufficient to pay 100% of the Combined Annual Debt Service Requirements of all Outstanding

Subordinate Securities, plus any amounts required to meet then existing deficiencies pertaining to any fund or account relating to the Net Pledged Revenues or any securities payable therefrom.

The Council will increase rates, fees and charges in such manner and to such extent as to reasonably ensure the payments and accumulations required by the provisions of this Ordinance. If in any year it shall appear that such rates, fees and charges at any time shall not be sufficient to make all of the payments and accumulations required by this Ordinance, the Town shall retain an Independent Rate Consultant who shall analyze the rate structure and utilization of the Marina System and make a written recommendation concerning any appropriate increases or other changes in such rate structure which would enable the Town to perform its covenants and make all of the payments and accumulations required hereby. The insufficiency of such rates, fees and charges to make such payments and accumulations shall not require any action by the Town to increase rates, fees or charges if, in the opinion of such consultant, the rates, fees and charges being imposed are reasonable and consistent with the maximization of the Net Pledged Revenues. The Town Council, as the governing body of the Enterprise, will promptly review and implement, if reasonably possible, the recommendations of such Independent Rate Consultant. So long as the Town continuously complies with the provisions of this paragraph, the failure to produce Income annually in an amount sufficient to pay the annual Operation and Maintenance Expenses and 125% of the Combined Annual Debt Service Requirements for the Outstanding Parity Bonds shall not constitute an Event of Default under this Ordinance.

**Section 6.02. Collection of Charges.** The Town shall cause all rates, fees and charges to be billed promptly and collected as soon as reasonable, and shall prescribe and enforce rules and regulations or impose contractual obligations for the payment thereof, to the end that the Net Pledged Revenues shall be adequate to meet the requirements of this Ordinance and any other ordinance or instrument supplemental thereto. The rates, fees and charges shall be collected in any lawful manner.

**Section 6.03. Competent Management.** The Town shall employ experienced and competent management personnel for each component of the Marina System. If the Town shall fail to pay the Debt Service Requirements of the Bonds promptly as the same become due, or if the Town shall fail to keep any of the covenants herein contained, and if such default shall continue for a period of 60 days, or if in any Fiscal Year the Net Pledged Revenues, together with any other moneys legally available therefor and credited to the Marina System Fund, should fail to equal at least the amount of the Debt Service Requirements of the Bonds and other obligations payable from the Net Pledged Revenues due in the Comparable Bond Year, the Town shall retain a firm of competent management Persons skilled and knowledgeable in and having a favorable national reputation for the operation of marina facilities to assist in the management of the Marina System so long as such default or deficiency continues. Such management firm shall deliver to the Owners copies of such records and reports relating to the Marina System as the Owners shall request from time to time.

**Section 6.04. Performance of Duties.** The Town, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Income and the Marina System required by the Constitution and laws of the State and the ordinances, resolutions and contracts of the Town, including without limitation the

proper segregation of the proceeds of the Series 2019 Bonds and the Income and their application from time to time to the respective funds provided therefor.

**Section 6.05. Costs of Issuance of Series 2019 Bonds and of Performance.** Except as otherwise specifically provided herein, all costs and expenses incurred in connection with the issuance of the Series 2019 Bonds, payment of the Debt Service Requirements, or the performance of or compliance with any covenant or agreement contained in this Ordinance shall be paid exclusively (but only from the appropriate special fund or account in the manner authorized herein) from the proceeds of the Series 2019 Bonds, the Net Pledged Revenues, or other legally available moneys, and in no event shall any of such costs or expenses be required to be paid out of or charged to the general fund of the Town.

**Section 6.06. Contractual Obligations.** The Town will perform all contractual obligations undertaken by it under its contract with the Owners and any other agreements relating to the Series 2019 Bonds, the Income or the Marina System. The Town will use its best reasonable efforts to perform all of its contractual obligations under and enforce all terms of any leases, contracts and other instruments with respect to the operation of the Marina System.

**Section 6.07. Further Assurances.** At any and all times the Town shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Net Pledged Revenues and other funds hereby pledged or assigned, or intended so to be, or which the Town may hereafter become bound to pledge or assign, or as may be reasonable and required to carry out the purposes of this Ordinance. The Town, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Net Pledged Revenues and other funds and accounts pledged hereunder and all the rights of the Owners hereunder against all claims and demands of all Persons.

**Section 6.08. Conditions Precedent.** Upon the date of issuance of any of the Series 2019 Bonds, all conditions, acts and things required by the Constitution or laws of the United States of America, the Constitution or laws of the State, the Charter, the Code and this Ordinance to exist, to have happened and to have been performed precedent to or in the issuance of the Series 2019 Bonds shall exist, have happened and have been performed, and the Series 2019 Bonds, together with all other obligations of the Town, shall not contravene any debt or other limitation prescribed by the Constitution or laws of the United States of America, the Constitution or laws of the State, the Charter or the Code.

**Section 6.09. Efficient Operation and Maintenance.** The Town shall at all times operate the Marina System properly and in a sound and economical manner. The Town shall maintain, preserve and keep the Marina System properly or cause the same so to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the maintenance of the Marina System may be properly and advantageously conducted. All salaries, fees, wages and other



compensation paid by the Town in connection with the repair, maintenance and operation of the Marina System shall be fair and reasonable.

**Section 6.10. Records and Accounts.** The Town will keep proper books of record and account, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the funds referred to herein.

**Section 6.11. Rules, Regulations and other Details.** The Town, acting by and through its officers, shall establish and enforce reasonable rules and regulations governing the construction, operation, care, repair, maintenance, management, control and use of the Marina System. The Town shall observe and perform all of the terms and conditions contained in this Ordinance and shall comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to the Marina System or the Town.

**Section 6.12. Payment of Governmental Charges.** The Town shall pay or cause to be paid all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Marina System, or upon any part thereof, or upon any portion of the Income, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Marina System, or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The Town shall not create or suffer to be created any lien or charge upon the Marina System, or any part thereof, or upon the Income, except the pledge and lien created by this ordinance for the payment of the Debt Service Requirements due in connection with the Series 2019 Bonds, and except as herein otherwise permitted. The Town shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 90 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Marina System, or any part thereof, or the Income, but nothing herein requires the Town to pay or to cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

**Section 6.13. Protection of Security.** The Town, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Debt Service Requirements of the Series 2019 Bonds or any other Securities payable from the Net Pledged Revenues according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of the Owners or the Owner of any other Securities payable from the Net Pledged Revenues might be prejudicially and materially impaired or diminished.

**Section 6.14. Accumulation of Interest Claims.** In order to prevent any accumulation of claims for interest after maturity, the Town shall not directly or indirectly extend or assent to the extension of the time for the payment of any claim for interest on any of the Series 2019 Bonds or any other Securities payable from the Net Pledged Revenues; and the Town shall not directly or indirectly be a party to or approve any arrangements for any such extension or for the purpose of keeping alive any of such claims for interest. If the time for the payment of any such installment of interest is extended in contravention of the foregoing provisions, such installment

or installments of interest after such extension or arrangement shall not be entitled in case of default hereunder to the benefit or the security of this Ordinance, except upon the prior payment in full of the principal of the Series 2019 Bonds and any such Securities the payment of which has not been extended.

**Section 6.15. Prompt Payment of Series 2019 Bonds.** The Town shall promptly pay the Debt Service Requirements of the Series 2019 Bonds at the places, on the dates and in the manner specified herein and in the Series 2019 Bonds according to the true intent and meaning hereof.

**Section 6.16. Use of Principal and Interest Account, Series 2019 Debt Service Reserve Account and Surplus Account.** The Principal and Interest Account, the Series 2019 Debt Service Reserve Account and the Surplus Account shall be used solely and only for the purpose of paying the Debt Service Requirements of Parity Bonds (or, in the case of the Series 2019 Debt Service Reserve Account and Surplus Account, the Series 2019 Bonds) to their respective maturities or any Redemption Date or Redemption Dates on which the Town is obligated to redeem such Parity Bonds or Series 2019 Bonds, subject to Article VII hereof (and subject to the provisions of Section 3.11 hereof permitting the additional use, at the sole discretion of the Town, of moneys on deposit in the Surplus Account to pay Costs of the Project, Operation and Maintenance Expenses and payments to fund the Excess Investment Earnings Account.

**Section 6.17. Additional Securities.** The Town shall not hereafter issue any Bonds or Securities relating to the System and payable from the Net Pledged Revenues, other than the Series 2019 Bonds, without compliance with the requirements with respect to the issuance of Parity Bonds or other Securities set forth herein to the extent applicable.

**Section 6.18. Other Liens.** At the time of issuance of the Series 2019 Bonds, there shall be no liens or encumbrances of any nature whatsoever on or against the System or any part thereof or on or against the Net Pledged Revenues, except as expressly provided by this Ordinance, or a Final Terms Certificate.

**Section 6.19. Surety Bonds.** Each official or other person having custody of the Income or responsible for its handling, shall be fully bonded at all times, which bond shall be conditioned upon the proper application of said moneys. The cost of each such bond shall be considered an Operation and Maintenance Expense, unless otherwise provided by law.

**Section 6.20. Federal Income Tax Covenants and Representations.** In addition to the various covenants made by it in this Ordinance, the Town covenants to and for the benefit of the Owners that it shall at all times do and perform the acts and things necessary or desirable to assure that interest paid on the Series 2019 Bonds shall be excluded from gross income for federal income tax purposes. The Town will not make or permit to be made any use of the original proceeds of the Series 2019 Bonds, or of any moneys treated as proceeds of the Series 2019 Bonds under the Tax Code and applicable regulations, rulings and decisions, or take, permit to be taken or fail to take any action which would adversely affect the exclusion from gross income of the interest on the Series 2019 Bonds under the Tax Code and applicable regulations, rulings and decisions. The Mayor, the Clerk and the Finance Director are authorized

to execute and deliver all such additional certificates, covenants or agreements as reasonably necessary to implement and comply with the foregoing covenant.

The Town hereby designates the Series 2019 Bonds as qualified tax exempt obligations within the meaning of Section 265(b)(3) of the Tax Code. The Town covenants that the aggregate face amount of all tax-exempt obligations issued by the Town, together with governmental entities which derive their issuing authority from the Town or are subject to substantial control by the Town, are not reasonably expected to be more than \$10,000,000 during calendar year 2019.

**Section 6.21. Disposition of Property.** Except for the use of the System and services pertaining thereto in the ordinary course of business, no part of the System shall be sold, leased, mortgaged, pledged, encumbered or otherwise disposed of or otherwise alienated until the Series 2019 Bonds have been paid in full, or unless provision has been made therefor, or until the Series 2019 Bonds have otherwise been redeemed; provided, however, that the Town may sell, exchange or lease at any time and from time to time any property or facilities constituting part of the System and not needed in the construction, reconstruction or operation thereof; but any proceeds of any such sale or exchange received and not used to replace such property so sold or exchanged shall be deposited in the Marina System Fund, and any proceeds of any such lease received shall be deposited by the Town as Income of the Marina System. Notwithstanding the provisions of this Section 6.21, the Town may dispose of any facilities constituting a part of the System; provided that (a) at the time of such disposition such facility has not produced Income at least equal to the Operation and Maintenance Expenses reasonably allocable to it for a period of at least one full fiscal year; and (b) such disposition will not, in the opinion of Bond Counsel, have a material adverse effect upon the federal income tax treatment of interest on the Series 2019 Bonds. The expiration or termination of a lease, license, management agreement or similar arrangement under which the Town operates a marina facility owned by another Person shall not be deemed to be a disposition of property for purposes of this Section 6.21.

**Section 6.22. Loss from Condemnation.** If any part of the System is taken by the exercise of a power of eminent domain, the amount of any award received by the Town as a result of such taking shall be expended upon the Improvement of the System or shall be applied to the pro rata redemption or defeasance of the Outstanding Parity Bonds in accordance with the provisions hereof and of any other instrument pertaining to the issuance of any such Parity Bonds at maturity or prior thereto if the authorizing ordinances authorize the prior redemption of such securities, or shall be deposited in the Marina System Fund and held as a reserve for expenditure subsequently upon such capital improvements, or any combination thereof, as the Council may determine.

**Section 6.23. Inspection of Records.** The Owners or any Owner of any other Securities payable from the Net Pledged Revenues, or their duly authorized agent or agents, shall have the right at all reasonable times to inspect all records, accounts and data relating thereto, concerning the System or the Income, to make copies of such records, accounts and data at the Owner's or such Owners' expense, and to inspect the System and properties comprising the System.

**Section 6.24. Audits Required.** The Town, annually following the close of each Fiscal Year, shall order an audit for the Fiscal Year of the books and accounts pertaining to the System

to be made forthwith by an Independent Accountant, and order an audit report showing the receipts and disbursements for each fund or account pertaining to the System or the Income. All expenses incurred in the making of the audits and reports required by this Section may be regarded and paid as an Operation and Maintenance Expense. The Town shall deliver to the Owners, promptly after the receipt thereof, copies of all such audits and reports.

**Section 6.25. Insurance and Reconstruction.** Except to the extent that the Town elects to insure itself, the Town shall at all times maintain with responsible insurers all such insurance reasonably required and obtainable within limits and at costs deemed reasonable by the Town as is customarily maintained with respect to marina facilities of like character against loss of or damage to the System and against public and other liability to the extent at least reasonably necessary to protect the interest of the Town and of the Owners and the Owner of any other Security payable from the Net Pledged Revenues, except as herein otherwise provided. If any revenue generating part of the System shall be damaged or destroyed, the Town shall, as expeditiously as possible, commence and diligently proceed with the repair or replacement of the damaged or destroyed property so as to restore the same to use; provided that no such repair or replacement shall be required if the Town shall determine in good faith that the damaged or destroyed property was not, prior to such damage or destruction, materially contributing to the Net Pledged Revenues. The proceeds of any insurance appertaining to the System shall be payable to the Town and (except for proceeds of use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement, and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Marina System Fund as Income. If the costs of such repair and replacement of the damaged or destroyed property exceed the proceeds of such property insurance available for payment of the same, moneys in the Marina System Fund shall be used to the extent necessary for such purpose, as permitted by Section 3.08 hereof.

## ARTICLE VII

### DEFEASANCE

When all Debt Service Requirements of the Series 2019 Bonds have been duly paid, the pledge and lien and all obligations hereunder shall thereby be discharged and the Series 2019 Bonds shall no longer be deemed to be Outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the Town has placed in escrow or in trust with a Trust Bank, located within or without the State, cash or Federal Securities in an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to pay all Debt Service Requirements of the Series 2019 Bonds, as the same become due at their maturity date or upon any Redemption Date as of which the Town shall have exercised or shall have obligated itself to exercise its option to call the Series 2019 Bonds for prior redemption. The Federal Securities shall become due prior to the respective times at which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Town and such bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the Owner thereof to assure such availability as so needed to meet such schedule. Nothing herein shall be construed to prohibit a partial defeasance of the Series 2019 Bonds in accordance with the provisions of this Article VII.

## ARTICLE VIII

### DEFAULTS AND REMEDIES

**Section 8.01. Events of Default.** Each of the following events is hereby declared to be and to constitute an Event of Default:

(a) ***Nonpayment of Principal.*** Payment of the principal of the Series 2019 Bonds or any other Parity Bond is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

(b) ***Nonpayment of Interest.*** Payment of any installment of interest on the Series 2019 Bonds or any other Parity Bond is not made when the same becomes due and payable;

(c) ***Incapacity to Perform.*** The Town for any reason becomes incapable of fulfilling its obligations hereunder;

(d) ***Nonperformance of Duties.*** The Town shall have failed to carry out and to perform (or in good faith to begin the performance of) all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Income or to the Marina System or otherwise, including, without limitation, this Ordinance or the ordinance authorizing any other issue of Parity Bonds, and such failure shall continue for 60 days after receipt of notice from the Owners of 25% in aggregate principal amount of the Parity Bonds then Outstanding; provided that if such failure cannot be cured within such 60 days and if during that period corrective action has commenced to remedy such failure and subsequently is diligently pursued by the Town to the completion of such performance, an Event of Default shall not be deemed to have occurred;

(e) ***Failure to Reconstruct.*** The Town discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any essential part of the Marina System which is condemned, destroyed or damaged and is not promptly repaired or replaced (whether such failure to repair the same is due to impracticality of such repair or replacement, or is due to a lack of moneys therefor, or for other reason);

(f) ***Appointment of Receiver.*** An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the Town, appointing a receiver or receivers for the Marina System or for the Income and any other moneys subject to the lien to secure the payment of the Series 2019 Bonds or any other Parity Bond, or both the Marina System and such moneys, or if any order or decree, having been entered without the consent or acquiescence of the Town, is not vacated or discharged or stayed on appeal within 60 days after entry; and

(g) ***Default of Any Provision.*** The Town defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions on its part to be performed, contained in the Series 2019 Bonds or any Parity Bond, or in this Ordinance or the ordinance authorizing any issue of Parity Bonds,

and if such default continues for 60 days after written notice, specifying such default and requiring the same to be remedied, is given to the Town by the Owners of 25% in aggregate principal amount of the Parity Bonds then Outstanding; provided that if such failure cannot be cured within such 60 days and if during that period corrective action has been commenced to remedy such default and subsequently is diligently pursued to the completion of such performance, an Event of Default shall not be deemed to have occurred.

**Section 8.02. Remedies for Defaults.** Upon the happening and continuance of any of the Events of Default in Section 8.01 hereof, then and in every case the Owner or Owners of not less than 25% in aggregate principal amount of the Parity Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the Town and its agents, officers and employees to protect and to enforce the rights of any Owner of Parity Bonds under this Ordinance or the ordinance authorizing any other issue of Parity Bonds by mandatory injunction or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or an operating trustee or for the specific performance of any covenant or agreement contained herein or for any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any such Owner or Owners, or to require the Town to act as if it were the trustee of an express trust, or any combination of such remedies or as otherwise may be authorized by any statute or other provision of law. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of Parity Bonds then Outstanding. Any receiver or operating trustee appointed in any proceedings to protect the rights of such Owners hereunder or under the ordinance authorizing any other issue of Parity Bonds may collect, receive and apply all Income arising after the appointment of such receiver or operating trustee in the same manner as the Town itself might do. The consent to any such appointment is hereby expressly granted by the Town.

**Section 8.03. Rights and Privileges Cumulative.** The failure of any Owner of any Outstanding Parity Bond to proceed in any manner herein provided shall not relieve the Town or any of its officers, agents or employees of any liability for failure to perform to carry out any duty, obligation or other commitment. Each right or privilege of any such Owner or trustee therefor is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any such Owner shall not be deemed a waiver of any other right or privilege thereof. Each such Owner shall be entitled to all of the privileges, rights and remedies provided or permitted in this Ordinance and as otherwise provided or permitted by law or in equity or by statute, except as provided in Sections 10.02 and 10.03 hereof, and subject to the applicable provisions concerning the Income and the proceeds of the Series 2019 Bonds. Nothing herein affects or impairs the right of any such Owner to enforce the payment of the Debt Service Requirements due in connection with such Owner's Securities or the obligation of the Town to pay the Debt Service Requirements of each Security to the Owner thereof at the time and the place expressed in such Security.

**Section 8.04. Duties Upon Default.** Upon the happening of any of the Events of Default as provided in Section 8.01 hereof, the Town, in addition, will do and perform all proper acts on behalf of and for the Owners of the Outstanding Parity Bonds to protect and to preserve

the security pledged for the payment of their Parity Bonds and to ensure the payment of the Debt Service Requirements promptly as the same become due. During any period of default, so long as any Parity Bonds, as to any Debt Service Requirements, are Outstanding, except to the extent it may be unlawful to do so, all Net Pledged Revenues shall be paid into the Principal and Interest Account on an equitable and prorated basis, and used for the purposes therein provided. If the Town fails or refuses to proceed as in this Section 8.04 provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Parity Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Outstanding Parity Bonds as hereinabove provided; and to that end any such Owners of the Outstanding Parity Bonds shall be subrogated to all rights of the Town under any agreement or contract involving the Net Pledged Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Parity Bonds are Outstanding. Nothing herein requires the Town to proceed as provided herein if it determines in good faith and without any abuse of its discretion that if it so proceeds it is more likely than not to incur a net loss rather than a net gain or that such action is likely to affect materially and prejudicially the Owners of any Outstanding Parity Bonds.

**Section 8.05. Evidence of Security Owners.** Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owners or the Owner of any other Securities may be in one instrument or more than one instrument of similar tenor and shall be signed or may be executed by each Owner in person or by his attorney appointed in writing. Proof of the execution of any such instrument or of any instrument appointing any such attorney, or the Ownership by any Person of the Securities, shall be sufficient for any purpose of this ordinance (except as otherwise herein expressly provided) if made in the following manner:

(a) ***Proof of Execution.*** The fact and the date of the execution by any Owner of the Series 2019 Bonds or other Securities or his attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of any officer of a bank or trust company satisfactory to the Registrar or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the individual signing such request or other instrument acknowledged to him the execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any Securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice-president of such corporation with the corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity.

(b) ***Proof of Ownership.*** The amount of Securities owned by any Person executing any instrument as an Owner, and the numbers, date and other identification thereof, together with the date of his Ownership of the Securities, shall be determined from the registration books of the Town. The amount of other securities, if applicable, owned by any Person executing any instrument as an Owner of such Securities, and the

numbers, date and other identification thereof, shall be determined from the related registration books; but the Registrar may nevertheless in its discretion require further or other proof in cases where it deems the same advisable.

## ARTICLE IX

### AMENDMENT OF ORDINANCE

**Section 9.01. Amendments of Ordinance Not Requiring Consent of Parity Bond Owners.** The Town may, without the consent of, or notice to, the Owners of the Outstanding Parity Bonds, adopt ordinances amendatory or supplemental hereto (which amendments or supplements shall thereafter form a part hereof) for any one or more or all of the following purposes:

- (a) to cure or correct any formal defect, ambiguity or inconsistent provision contained in this Ordinance;
- (b) to appoint successors to the Paying Agent, Registrar or Transfer Agent;
- (c) to designate a trustee for the Owners of the Outstanding Parity Bonds, to transfer custody and control of the Income to such trustee, and to provide for the rights and obligations of such trustee;
- (d) to add to the covenants and agreements of the Town or the limitations and restrictions on the Town set forth herein;
- (e) to pledge additional revenues, properties or collateral to the payment of the Outstanding Parity Bonds;
- (f) to cause this Ordinance to comply with the Trust Indenture Act of 1939, as amended from time to time; or
- (g) to effect any such other changes hereto which do not materially adversely affect the interests of the Owners of the Outstanding Parity Bonds.

The Owners shall receive notice of the adoption of any amendment pursuant to this Section 9.01.

**Section 9.02. Amendment of Ordinance Requiring Consent of Owners.** Exclusive of the amendatory ordinances covered by Section 9.01 hereof, this Ordinance may be amended or modified by ordinances or other instruments duly adopted by the Town Council, without receipt by it of any additional consideration, but with the written consent of the Owners of 66% in aggregate principal amount of the Parity Bonds then Outstanding at the time of the adoption of such amendatory ordinance; provided that no such amendatory ordinance shall permit, without the consent of the Owner of the Parity Bond or Bonds affected thereby:

- (a) ***Changing Payment.*** A change in the maturity or in the terms of redemption of the principal of any Parity Bond or any installment of interest thereon;



(b) ***Reducing Return.*** A reduction in the principal amount of any Parity Bond or the rate of interest thereon;

(c) ***Prior Lien.*** The creation of a lien upon or a pledge of revenues ranking prior to the lien or to the pledge created by this Ordinance;

(d) ***Modifying Amendment Terms.*** A reduction of the principal amount or percentages of the Outstanding Parity Bonds, or any modification otherwise affecting the description of any Parity Bonds, or otherwise changing the consent of the Owners of Parity Bonds, which may be required herein for any amendment hereto;

(e) ***Priorities Between Issues of Parity Bonds.*** The establishment of priorities as between the Series 2019 Bonds or any other Parity Bonds under the provisions of this Ordinance or any other ordinance authorizing Parity Bonds; or

(f) ***Partial Modification.*** Any modifications otherwise materially and prejudicially affecting the rights or privileges of the Owners of less than all of the Parity Bonds then Outstanding.

Whenever the Council proposes to amend or modify this Ordinance under the provisions of this Section 9.02 it shall give notice of the proposed amendment by mailing such notice to the Owners or to any successor thereof known to the Town Clerk and to all Owners of Parity Bonds, if applicable, and to the Owners at the addresses appearing on the registration books of the Town, or by electronic means to DTC or its successors. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance or other instrument is on file in the office of the Town Clerk for public inspection.

**Section 9.03. Time for and Consent to Amendment.** Whenever at any time within one year from the date of the completion of the notice required to be given by Section 9.02 hereof there shall be filed in the office of the Town Clerk an instrument or instruments executed by the Owners of at least 66% in aggregate principal amount of the Outstanding Parity Bonds, which instrument or instruments shall refer to the proposed amendatory ordinance or other instrument described in such notice and shall specifically consent to and approve the adoption of such ordinance or other instrument, thereupon, but not otherwise, the Council may adopt such amendatory ordinance or instrument and such ordinance or instrument shall become effective. If the Owners of at least 66% in aggregate principal amount of the Outstanding Parity Bonds, at the time of the adoption of such amendatory ordinance or instrument, or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Parity Bond, whether or not such Owner shall have consented to or shall have revoked any consent as herein provided, shall have any right or interest to object to the adoption of such amendatory ordinance or other instrument or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the Town from taking any action pursuant to the provisions thereof. Any consent given by the Owner of a Parity Bond pursuant to the provisions hereof shall be irrevocable for a period of six months from the date of the completion of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Parity Bond during such period. Such consent may be revoked at any time after six months from the completion of such notice, by the Owner who gave such consent

or by a successor in title, by filing notice of such revocation with the Town Clerk, but such revocation shall not be effective if the Owners of 66% in aggregate principal amount of the Outstanding Parity Bonds, prior to the attempted revocation, shall have consented to and approved the amendatory instrument referred to in such revocation.

**Section 9.04. Unanimous Consent.** Notwithstanding anything in the foregoing provisions contained, the terms and the provisions of this Ordinance, or of any ordinance or instrument amendatory thereof, and the rights and the obligations of the Town and of the Owners of the Outstanding Parity Bonds may be modified or amended in any respect upon the adoption by the Town and upon the filing with the Town Clerk of an instrument to that effect and with the consent of the Owners of all the then Outstanding Parity Bonds, such consent to be given in the manner provided in Section 9.03 hereof; and no notice to Owners of Outstanding Parity Bonds shall be required as provided in Section 9.02 hereof, nor shall the time of consent be limited except as may be provided in such consent.

**Section 9.05. Exclusion of Securities.** At the time of any consent or other action taken hereunder the Registrar shall furnish to the Town Clerk a certificate, upon which the Town Clerk may rely, describing all Parity Bonds to be excluded for the purpose of consent or other action or any calculation of Outstanding Securities provided for hereunder, and, with respect to such excluded Securities, the Town shall not be entitled or required with respect to such Securities to give or obtain any consent or to take any other action provided for hereunder.

**Section 9.06. Notation on Series 2019 Bonds.** Any certificate evidencing the Series 2019 Bonds delivered after the effective date of any action taken as provided in Section 9.01, 9.02 or 9.04 or certificate evidencing the Series 2019 Bonds Outstanding at the effective date of such action, may bear a notation thereon by endorsement or otherwise in form approved by the Council as to such action; and if any such certificate evidencing the Series 2019 Bonds so executed and delivered after such date does not bear such notation, then upon demand of the Owners at such effective date and upon presentation of the certificate evidencing the Series 2019 Bonds for such purpose at the principal office of the Town, suitable notation shall be made on the certificate evidencing the Series 2019 Bonds by the Town Clerk as to any such action. If the Council so determines, a new Series 2019 Bonds so modified as in the opinion of the Council to conform to such action shall be prepared, executed and delivered; and upon demand of the Owners, shall be exchanged without cost to such Owners for the certificate outstanding upon surrender of such Outstanding certificate.

**Section 9.07. Proof of Instruments and Bonds.** The fact and date of execution of any instrument under the provisions of this Article IX, the amount of Securities owned by any Person executing such instrument, and the date of their registering the same may be proved as provided by Section 8.05 hereof.

## ARTICLE X

### MISCELLANEOUS

**Section 10.01. Sale of Series 2019 Bonds.** The Series 2019 Bonds shall be sold in the manner provided by the Charter for the sale of Town bonds, and, upon compliance with the

procedure provided in the Charter concerning negotiated sales of bonds, may be sold to the Underwriter at negotiated sale at a price, to be determined by Final Terms Certificate, not less than 97% of their principal amount plus accrued interest, if any, to the date of their delivery to the Underwriter.

**Section 10.02. Character of Agreement.** None of the covenants, agreements, representations or warranties contained herein or in the Series 2019 Bonds shall ever impose or be construed as imposing any liability, obligation or charge against the Town (except for the special funds pledged therefor) or against the general credit of the Town payable out of general funds or out of any funds derived from general property taxes.

**Section 10.03. No Pledge of Property.** The payment of the Series 2019 Bonds is not secured by an encumbrance, mortgage or other pledge of property of the Town except for the Net Pledged Revenues. No property of the Town, subject to such exception with respect to the Net Pledged Revenues, is pledged for the payment of the Series 2019 Bonds or shall be liable to be forfeited to taken in payment of the Series 2019 Bonds.

**Section 10.04. Statute of Limitations.** No action or suit based upon any Series 2019 Bonds or other obligation of the Town shall be commenced after it is barred by any statute of limitations pertaining thereto. Any trust or fiduciary relationship between the Town and the Owners or the obligee regarding any such obligation shall be conclusively presumed to have been repudiated on the maturity date or other due date thereof unless the Series 2019 Bonds is presented for payment or demand for payment of such other obligation is otherwise made before the expiration of the applicable limitation period. Any moneys from whatever source derived remaining in any fund or account reserved, pledged or otherwise held for the payment of any such obligation, action or suit, the collection of which has been barred, shall revert to the Marina System Fund, unless the Council shall otherwise provide by ordinance. Nothing herein prevents the payment of any such Series 2019 Bonds or other obligation after an action or suit for its collection has been barred if the Council in its absolute discretion deems it in the best interests of the Town or the public so to do and orders such payment to be made.

**Section 10.05. Delegated Duties.** The officers of the Town are hereby authorized and directed to enter into such agreements and take all action necessary or appropriate to effectuate the provisions of this Ordinance and to comply with the requirements of law, including, without limitation:

(a) ***Preparation of Series 2019 Bonds.*** The preparation of the Series 2019 Bonds, including the attachment thereto of a copy of the approving legal opinion of Kutak Rock LLP, bond counsel, duly certified by the Registrar;

(b) ***Execution, Registration and Delivery of Bonds.*** The execution and registration of the Series 2019 Bonds and the delivery of the Series 2019 Bonds to the Underwriter pursuant the provisions of this Ordinance, and in connection therewith the execution and delivery of any reasonably related documents including without limitation the Bond Purchase Agreement;

(c) **Information.** The assembly and dissemination of financial and other information concerning the Town and the Series 2019 Bonds including preparation and delivery of a preliminary and final official statement;

(d) **Closing Certificates.** The execution of such certificates as may be reasonably required by the Underwriter, relating, among other things, to:

(i) the signing of the Series 2019 Bonds;

(ii) the tenure and identity of the officials of the Town;

(iii) if in accordance with fact, the accuracy and completeness of the information in the final official statement and the absence of litigation, pending or threatened, affecting the validity of the Series 2019 Bonds;

(iv) the excludability of interest on the Series 2019 Bonds from gross income for federal and State income tax purposes; and

(v) the delivery of the Series 2019 Bonds and the receipt of the purchase price thereof.

(e) **Official Statement.** The draft Preliminary Official Statement for the Series 2019 Bonds presented to Council prior to final adoption of this Ordinance is on file in the office of the Town Clerk. The Preliminary Official Statement, in substantially the form so presented, is hereby deemed by the Town to be a “nearly final official statement” for purposes of Securities and Exchange Commission Rule 15c2-12. The distribution and use by the Underwriter, for the reoffering of the Series 2019 Bonds to the public, of the final Official Statement (the “Official Statement”) in substantially the form of the Preliminary Official Statement, but with such amendments, additions and deletions as are consistent with the facts is hereby authorized and approved, and the Mayor is authorized to sign the final Official Statement on behalf of the Town.

**Section 10.06. Successors.** Whenever herein the Town is named or is referred to, such provision shall be deemed to include any successors of the Town, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the Town contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agency, instrumentality or other Person or Persons to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the Town or of its respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

**Section 10.07. Rights and Immunities.** Except as herein otherwise expressly provided, nothing herein expressed or implied is intended or shall be construed to confer upon or to give to any Person, other than the Town and the Owners, any right, remedy or claim under or by reason hereof or of any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements herein contained by or on behalf of the Town shall be for the sole and exclusive benefit of the Town and the Owners.

No recourse shall be had for the payment of the Debt Service Requirements of the Series 2019 Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other ordinance or instrument pertaining thereto, against any individual member of the Council, or any officer or other agent of the Town, past, present or future, either directly or indirectly through the Town, or otherwise, whether by virtue of any constitution, statute or rule of law or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Series 2019 Bonds and as a part of the consideration of its issuance specially waived and released by the Owners.

**Section 10.08. Ratification.** All action not inconsistent with the provisions of this Ordinance heretofore taken by the Town or its officers, and otherwise by the Town directed toward the Project and the issuance of the Series 2019 Bonds is hereby ratified, approved and confirmed.

**Section 10.09. Facsimile Signatures.** Pursuant to the Uniform Facsimile Signature of Public Officials Act, Part 1 of Article 55 of Title 11, Colorado Revised Statutes, as amended, the Mayor and the Town Clerk shall forthwith, and in any event prior to the time the Series 2019 Bonds are delivered to the Owners, file with the Colorado Secretary of State their manual signatures certified by them under oath.

**Section 10.10. Ordinance Irrepealable.** This Ordinance is, and shall constitute, a legislative measure of the Town and after the Series 2019 Bonds are issued, this Ordinance shall constitute an irrevocable contract between the Town and the Owners; and this Ordinance, subject to the provisions of Articles VII and IX hereof, if the Series 2019 Bonds is in fact issued, shall be and shall remain irrepealable until the Series 2019 Bonds, as to all Debt Service Requirements, shall be fully paid, cancelled and discharged, as herein provided.

**Section 10.11. Repealer of Measures.** All acts, orders, resolutions, ordinances or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof heretofore repealed.

**Section 10.12. Severability.** If any section, paragraph, clause or provision of this Ordinance or the Series 2019 Bonds shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 10.13. Effective Date.** This Ordinance shall take effect 5 days after publication following final passage, and shall expire by its terms to the extent that the Series 2019 Bonds are not executed and delivered by December 31, 2019

**Section 10.14. Publication by Reference.** Pursuant to Section 3-9(f) of the Charter, this Ordinance may be published by title, with a notice that copies of this Ordinance are available at the office of the Town Clerk following second reading.

**Section 10.15. Disposition of Ordinance.** Pursuant to Section 3-9(g) of the Charter, following its adoption this Ordinance shall be signed by the Mayor and attested by the Town Clerk, and affidavits of publication shall be retained with the Ordinance in the Town's records.

INTRODUCED, READ, AND ORDERED PUBLISHED this 8th day of JANUARY,  
2019.

PASSED AND ORDERED PUBLISHED BY REFERENCE 22nd day of JANUARY,  
2019.

[SEAL]

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

Attest:

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

Approved as to Form:

By \_\_\_\_\_  
Thad Renaud, Town Attorney

**NEW ISSUE – BOOK-ENTRY ONLY  
BANK QUALIFIED****NOT RATED**

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2019 Bonds (including any original issue discount properly allocable to the owner of a Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. The Town has designated the Series 2019 Bonds as “qualified tax-exempt obligations” under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTERS” herein.

**\$5,630,000\***

**Town of Frisco, Colorado**  
acting by and through its  
**Marina Enterprise**  
**Marina Enterprise Revenue Bonds**  
**Series 2019**

**Dated: Date of Delivery****Due: December 1, as shown below**

The Series 2019 Bonds are issued as fully registered bonds in book-entry form only in denominations of \$\_\_\_\_\_ or integral multiples thereof. The Series 2019 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), securities depository for the Series 2019 Bonds. Individual purchases will be made in book-entry-only form in authorized denominations. Purchasers, as Beneficial Owners, will not receive certificates evidencing their interest in the Series 2019 Bonds. Interest on the Series 2019 Bonds is payable [June 1, 2019] and semiannually thereafter each December 1 and June 1 until maturity.

<u>Year (December 1)</u>	<u>Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP®</u>	<u>Year (December 1)</u>	<u>Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP®</u>
2021	\$75,000	%	%		2035	\$190,000	%	%	
2022	80,000				2036	200,000			
2023	90,000				2037	210,000			
2024	95,000				2038	225,000			
2025	100,000				2039	240,000			
2026	110,000				2040	250,000			
2027	115,000				2041	265,000			
2028	125,000				2042	280,000			
2029	130,000				2043	295,000			
2030	140,000				2044	315,000			
2031	150,000				2045	330,000			
2032	160,000				2046	350,000			
2033	170,000				2047	370,000			
2034	180,000				2048	390,000			

The Series 2019 Bonds are issued in the name of the Marina Enterprise of the Town for the purposes of (i) financing the construction of improvements to the Town’s Marina serving Dillon Reservoir, as described herein, and (ii) paying the costs of issuance of the Series 2019 Bonds.

The Series 2019 Bonds are special and limited obligations of the Town, acting by and through the Enterprise, payable solely from and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived from the operation of the System, after payment of all necessary and proper costs of efficient operation and maintenance thereof. See “THE SERIES 2019 BONDS—Security and Flow of Funds.” The Series 2019 Bonds are not general obligations of the Town, and are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation.

The Series 2019 Bonds are subject to redemption prior to maturity as described herein.

*The Series 2019 Bonds do not have a credit rating from any source and are not suitable investments for all investors. Each prospective purchaser is responsible for assessing the merits and risks of an investment in the Series 2019 Bonds and must be able to bear the economic risk of such investment in the Series 2019 Bonds.*

*This cover page is not a summary of the issue. Investors should read the Official Statement in its entirety to make an informed investment decision.*

The Series 2019 Bonds are offered when, as, and if issued by the Town and accepted by the Underwriter named below, subject to prior sale, the approval of validity by Kutak Rock LLP, Denver, Colorado, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Town by Murray Dahl Beery Renaud LLP, Denver, Colorado, as Town Attorney. Delivery of the Series 2019 Bonds through DTC in New York, New York, is expected on or about February \_\_, 2019.

**George K. Baum & Company**

The date of this Official Statement is February \_\_, 2019.

\* Preliminary; subject to change.

© Copyright 2018 CUSIP Global Services. CUSIP is a registered trademark of the American Bankers Association. CUSIP Global Services is managed on behalf of the American Bankers Association by S&P Capital IQ.

No dealer, salesman, or other person has been authorized to give any information or to make any representation with respect to the Series 2019 Bonds which is not contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Town. The information in this Official Statement is subject to change and neither the delivery of this Official Statement nor any sale made after any such delivery shall, under any circumstances, create any implication that there has been no change since the date of this Official Statement. This Official Statement shall not constitute an offer to sell or the solicitation of any offer to buy, and there shall be no sale of any of the Series 2019 Bonds, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

SUMMARY OF THE OFFICIAL STATEMENT.....	I	DEBT STRUCTURE OF THE ENTERPRISE.....	22
INTRODUCTION .....	1	Generally .....	22
FORWARD-LOOKING STATEMENTS .....	1	No Outstanding Obligations.....	22
RISK FACTORS .....	2	THE TOWN .....	22
Special and Limited Obligations.....	2	General .....	22
No Prior Enterprise Debt .....	2	Town Government.....	23
Competition .....	2	Administration.....	23
Operational Risks.....	3	Services; Employees.....	24
Seasonal Operation of Facilities.....	3	Pension and Other Benefits .....	25
Tourism Dependency.....	3	Town Insurance Coverage.....	25
Material Contractual Obligations Affecting		Material Contracts .....	26
the System.....	3	Master Plan and Capital Improvement	
THE SERIES 2019 BONDS .....	4	Program.....	26
Description of the Series 2019 Bonds.....	4	CONSTITUTIONAL LIMITATIONS ON	
Authority for Issuance.....	4	TAXES, REVENUES, BORROWING AND	
Registration and Payment .....	4	SPENDING.....	26
Book-Entry Form.....	4	NOT RATED .....	27
Redemption.....	4	LITIGATION.....	27
Security and Flow of Funds .....	5	TAX MATTERS .....	27
Debt Service Requirements.....	9	Generally .....	27
Coverage .....	9	Original Issue Discount .....	28
Secondary Market Disclosure Undertaking .....	10	Original Issue Premium.....	29
USE OF PROCEEDS .....	11	Recognition of Income Generally.....	29
Sources and Uses of Funds .....	11	Bank Qualified .....	29
The Project Account .....	11	Backup Withholding.....	29
The Project.....	11	Changes in Federal Tax Law .....	30
THE ENTERPRISE.....	12	UNDERWRITING.....	30
Origins and Purpose.....	12	LEGAL MATTERS .....	30
Management .....	13	FINANCIAL STATEMENTS.....	30
Denver Water Settlement.....	13	MISCELLANEOUS.....	31
Designation and Character of the Enterprise		APPENDIX A	SUMMARY OF BOND ORDINANCE
for Purposes of TABOR.....	14	APPENDIX B	PROPOSED FORM OF OPINION OF
THE SYSTEM.....	14		KUTAK ROCK LLP, BOND
Facilities.....	14		COUNSEL
Post-Project Expansion of System Facilities.....	15	APPENDIX C	AUDITED COMPREHENSIVE
Dillon Reservoir Restrictions and			ANNUAL FINANCIAL REPORT OF
Regulations .....	15		THE TOWN AS OF DECEMBER 31,
Risk Management .....	15		2017
Principal Revenue Sources of the System.....	16	APPENDIX D	BOOK-ENTRY-ONLY SYSTEM
Principal Items of System Expenses .....	19	APPENDIX E	ECONOMIC AND DEMOGRAPHIC
FINANCIAL INFORMATION CONCERNING			INFORMATION
THE SYSTEM.....	19	APPENDIX F	PROPOSED FORM OF LIMITED
Enterprise Operating History .....	19		CONTINUING DISCLOSURE
Marina Enterprise Fund Budget.....	20		UNDERTAKING
Management’s Discussion and Analysis.....	21		
Five-Year Capital Improvement Plan .....	22		

**NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE HAS APPROVED OR DISAPPROVED THE SERIES 2019 BONDS OR THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**



## SUMMARY OF THE OFFICIAL STATEMENT

- The Town** ..... The Town of Frisco, Colorado (the “Town”) is a home-rule municipality and political subdivision of the State of Colorado (the “State”). The Town covers approximately two square miles and currently has an estimated permanent population of approximately 3,000. The Town’s 2018 certified assessed valuation for property tax purposes is \$\_\_\_\_\_. See “THE TOWN.”
- The Series 2019 Bonds** ..... The Marina Enterprise Revenue Bonds, Series 2019, in the aggregate principal amount of \$5,630,000\* are issued by the Town, acting by and through its Marina Enterprise, and will be delivered in book-entry form only through the facilities of The Depository Trust Company, New York, New York.
- Security** ..... The Series 2019 Bonds are special and limited obligations of the Town, acting by and through the Marina Enterprise (the “Marina Enterprise” or the “Enterprise”), payable solely out of and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived by the Town from the operation of its Marina after payment of all necessary and proper costs of efficient operation and maintenance of the Marina. See “THE SERIES 2019 BONDS—Security and Flow of Funds.” The Series 2019 Bonds are not general obligations of the Town and are not payable in whole or in part from the proceeds of general property taxes.
- Prior Redemption**..... The Series 2019 Bonds are subject to redemption prior to maturity as described herein. See “THE SERIES 2019 BONDS—Prior Redemption.”
- The Enterprise**..... The Enterprise is a Town-owned business which has historically operated the Marina on a substantially self-supporting basis. The Town Council of the Town is the governing body of the Enterprise. See “THE ENTERPRISE.”
- The Marina** ..... The Frisco Bay Marina (the “Marina”) is operated by the Enterprise and includes boating maintenance and repair facilities, an administrative building and retail store, the Island Grill Restaurant, ramps, docks and storage facilities. The Marina is open to the public, weather depending, generally during summer months, however storage and repair facilities are available year-round. See “THE SYSTEM.”
- The Project** ..... The Series 2019 Bonds are issued for the purpose of financing the construction of capital improvements to the Marina as described herein and paying the costs associated with issuing the Series 2019 Bonds. See “USE OF PROCEEDS—The Project.”
- Purpose of the Project** ..... The completion of the Project is anticipated to address the increasing demand for access to the Marina, increase user capacity of System facilities and enhance visitor experience. [Enterprise management

---

\* Preliminary; subject to change.

currently expects the completed Project to nearly double the Marina's current capacity]. See "USE OF PROCEEDS--The Project."

**Constitutional Limitations**

**On Taxes, etc. ....** In 1992 the Colorado Constitution was amended to impose substantial limitations, including voter approval requirements, upon the revenues, borrowing, spending and taxes of the State and local governments. The Series 2019 Bonds are permitted to be issued without voter approval under the provisions of such amendment which exclude "enterprises" and their bonds from such limitations. See "CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING."

**Tax Treatment of Interest**

**on the Series 2019 Bonds .....** In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2019 Bonds (including any original issue discount properly allocable to the owner of a Series 2019 Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. The Town has designated the Series 2019 Bonds as "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. For a more detailed description of such opinions of Bond Counsel, see "TAX MATTERS" herein.

**Professional Services.....**

The professional firms participating in the initial offering of the Series 2019 Bonds are as follows:

- Underwriter: George K. Baum & Company  
1400 Wewatta Street  
Suite 800  
Denver, CO 80202  
Telephone: (303) 292-1600
  
- Bond Counsel: Kutak Rock LLP  
Suite 3000  
1801 California Street  
Denver, CO 80202  
Telephone: (303) 297-2400

**Additional Information;**

**Secondary Market**

**Disclosure.....** Additional information concerning the Town, the Enterprise, the System and the Series 2019 Bonds may be obtained from the Finance Director, 1

East Main Street, Frisco, Colorado 80443, Telephone: (970) 668-9138 or from the Underwriter at the respective addresses and telephone numbers shown above. Pursuant to the requirements of Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12) (the “Rule”), the Town has agreed for the benefit of the owners of the Series 2019 Bonds to provide certain financial information, other operating data and notices of material events after the Series 2019 Bonds are issued (the “Continuing Disclosure Undertaking”). See “THE SERIES 2019 BONDS—Secondary Market Disclosure Undertaking.”

**THE FOREGOING INFORMATION IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE DETAILED INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT. EACH PROSPECTIVE INVESTOR SHOULD READ THE OFFICIAL STATEMENT IN ITS ENTIRETY TO MAKE AN INFORMED INVESTMENT DECISION.**

## OFFICIAL STATEMENT

Relating to

**\$5,630,000\***

**Town of Frisco, Colorado  
acting by and through its  
Marina Enterprise  
Marina Enterprise Revenue Bonds  
Series 2019**

### INTRODUCTION

This Official Statement, including its Cover Page and Appendices, is furnished in connection with the issuance by the Town of Frisco, Colorado (the “Town”), acting by and through its Marina Enterprise (the “Marina Enterprise” or the “Enterprise”) of \$5,630,000\* aggregate principal amount of Marina Enterprise Revenue Bonds, Series 2019 (the “Series 2019 Bonds”). The Town is a political subdivision of the State of Colorado (the “State”) organized and existing as a home rule town under the laws of the State and a home rule charter (the “Charter”).

The Series 2019 Bonds are issued for the purpose of financing the construction of improvements to the Frisco Bay Marina (the “Marina”), which is operated by the Enterprise (as described herein, the “Project”), and to finance the costs associated with issuing the Series 2019 Bonds. See “USE OF PROCEEDS.”

The Series 2019 Bonds are special obligations of the Enterprise payable solely from and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived by the Enterprise from the operation of the Marina, after payment of all necessary and proper costs of efficient operation and maintenance of the Marina. See “THE SERIES 2019 BONDS—Security and Flow of Funds.”

---

The references to and summaries of provisions of the constitution and laws of the State and the descriptions of documents included herein do not purport to be complete and are qualified in their entirety by reference to the complete provisions thereof, copies of which are available from the Town or the Underwriter during the period of the initial offering of the Series 2019 Bonds.

### FORWARD-LOOKING STATEMENTS

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS RELATING TO FUTURE RESULTS THAT ARE “FORWARD-LOOKING STATEMENTS” AS DEFINED IN THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS OFFICIAL STATEMENT, THE WORDS “ESTIMATE,” “FORECAST,” “INTEND,” “EXPECT,” “PROJECTED” AND SIMILAR EXPRESSIONS IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. ANY PROJECTION IS SUBJECT TO SUCH UNCERTAINTIES. INEVITABLY, SOME ASSUMPTIONS USED TO DEVELOP THE

---

\* Preliminary; subject to change.

PROJECTIONS WILL NOT BE REALIZED AND UNANTICIPATED EVENTS AND CIRCUMSTANCES WILL OCCUR. THEREFORE, IT CAN BE EXPECTED THAT THERE WILL BE DIFFERENCES BETWEEN PROJECTIONS AND ACTUAL RESULTS, AND THOSE DIFFERENCES MAY BE MATERIAL.

## **RISK FACTORS**

The purchase and ownership of the Series 2019 Bonds is subject to various investment risks. Each prospective investor in the Series 2019 Bonds should read this Official Statement in its entirety, giving particular attention to the factors described below which, among others described in this Official Statement, could affect the payment of the Series 2019 Bonds and could also affect the market price of the Series 2019 Bonds to an extent that cannot be determined.

### **Special and Limited Obligations**

The Series 2019 Bonds are special and limited obligations of the Town, acting by and through the Enterprise, payable solely out of and secured by an irrevocable pledge of and first-lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived by the Town from the operation of the Frisco Bay Marina facilities (as described further below, the “System”) after payment of all necessary and proper costs of efficient operation and maintenance of the System. The Series 2019 Bonds are not general obligations of the Town and are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation.

There is no bond trustee or similar person or entity to monitor or enforce the provisions of the Bond Ordinance (as defined under the caption entitled “THE SERIES 2019 BONDS–Security and Flow of Funds–The Bond Ordinance”); therefore, the owners of the Series 2019 Bonds should be prepared to enforce such provisions for themselves if the need to do so ever arises. There is no provision for the acceleration of maturity of the principal of the Series 2019 Bonds in the event of a default. Consequently, remedies available to the owners of the Series 2019 Bonds may have to be enforced from year to year.

### **No Prior Enterprise Debt**

The Series 2019 Bonds constitute the first issuance of bonds by the Enterprise since its creation in 2005. With the exception of payments made in connection with the Water Fund Loan (see “THE ENTERPRISE–Origins and Purpose”), the Enterprise has not previously been required to make debt service payments in connection with external borrowings or contractual obligations.

### **Competition**

The Enterprise occupies a substantial, although not exclusive, position in its service area. Dillon Reservoir may also be accessed via the Dillon Marina, which is owned and operated by the Town of Dillon, Colorado. The Dillon Marina is positioned in a location that offers deeper slips and docks than that of the Marina, allowing larger vessels to utilize its launch and storage facilities. Because of this, the Enterprise focuses System marketing on its kayaking and canoeing capabilities. The Dillon Marina also experiences different weather conditions than that of the Marina, potentially impacting aspects of the System facilities that are weather-dependent. Although Dillon Marina is a direct competitor of the Marina with respect to some services, Town officials believe that the emphasis of the Marina on kayaking and canoeing, along with its capacity for smaller vessels, gives it access to a different segment of the market.

## **Operational Risks**

The Town could experience operational risks associated with its geographic position. For instance, the Town might experience difficulties from time to time in recruiting and retaining well-qualified employees for Town and System operations due to its mountainous location. The Town makes no assurances with respect to its ability to maintain operations and staffing at its current levels. In addition, because the completion of the Project is anticipated to nearly double the capacity of the System facilities, such expansion could potentially increase System operational costs and strain the Enterprise's resources. Town officials currently do not anticipate the completed Project's impact to have a substantial, adverse impact on the Enterprise's operations. Other Town and Enterprise operational risks may include but are not limited to potentially adverse impacts of inclement weather, substantial future drought conditions and risks associated with the tourism industry. See "RISK FACTORS–Tourism Dependency" below.

## **Seasonal Operation of Facilities**

A substantial portion of System facilities are only operational during boating season, which is weather-dependent but typically occurs from June until early- to mid-September ("Boating Season"). The Island Grill Restaurant, ramps and docks are not operational during winter months. The Marina Store (as defined under the caption "THE SYSTEM–Facilities–Administrative Building and Retail Store") is open for regular business hours during Boating Season and open for limited hours and/or by appointment during the rest of the year. System customers are able to use the System's storage facilities and receive repair and maintenance services during all months. See "THE SYSTEM–Facilities."

Due to the seasonal nature of the System facilities, a substantial portion of the System does not produce revenue during colder months. Town officials currently anticipate that revenues generated by the System during Boating Season are reasonably sufficient to meet the annual payment requirements of the Series 2019 Bonds, but no assurances can be made as to the sufficiency of such revenues in future years. Additionally, inclement weather, low-water levels and drought conditions would likely adversely impact the System's capacity for producing revenue. Such conditions cannot be adequately anticipated and the impact of such conditions cannot be predicted. [Insert additional information regarding historic drought data and impacts on revenues]

## **Tourism Dependency**

Much of the Town's economy, including the revenue produced by the System, is dependent on tourism. The number of visitors traveling to the Town and utilizing the System in any given year cannot be predicted. Any decrease in tourism may have an adverse impact on Enterprise revenues and the Town's ability to pay its obligations in connection with the Series 2019 Bonds.

## **Material Contractual Obligations Affecting the System**

The operation of the System and its various facilities is governed by a number of leases, contracts and other instruments entered into with outside parties. Although the Town has covenanted in the Bond Ordinance to use its best reasonable efforts to maintain such contracts and other instruments and enforce its rights in accordance with their respective terms, the Town cannot guarantee the continuation of all venter contracts and leases. The impact a discontinuation of any particular lease or venter contract may have on revenues received by the Enterprise cannot be predicted.

Dillon Reservoir is owned and governed by the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water"), and a portion of the Marina is leased to the

Town pursuant to a Lease Agreement dated as of November 13, 2013 (the “Denver Water Lease”) between Denver Water and the Town. In accordance with its terms, the Denver Water Lease is to terminate on December 31, 2024. However, it is expressly stated in the Denver Water Lease that the parties anticipate that the Town will continue to lease the property from Denver Water for an indeterminate time extending into the future. The Town can make no assurances that the Denver Water Lease will be extended after its termination or that the Town will continue to lease the property from Denver Water at that time. Should the Town cease to lease all or any portion of the Marina property from Denver Water for any reason, the impact on the revenue received by the System would likely be substantial and this would likely have an adverse effect on the Town’s ability to pay its obligations with respect to the Series 2019 Bonds.

## **THE SERIES 2019 BONDS**

### **Description of the Series 2019 Bonds**

The Series 2019 Bonds are special and limited obligations of the Town, acting by and through the Enterprise, and are issued for the purpose of financing the Project. The Series 2019 Bonds are in the denominations, bear interest, mature, and are subject to the other terms and conditions stated on the cover page hereof.

### **Authority for Issuance**

The Series 2019 Bonds are issued under authority of Section 10-6 of the Home Rule Charter of the Town and Town Ordinance No. 05-01 (the “Enterprise Ordinance”), under which the Town has designated its marina activities as an “enterprise” for purposes of Article X, Section 20 of the Colorado Constitution (“TABOR”), as well as the Colorado Supplemental Public Securities Act (the “Supplemental Securities Act”). See “THE ENTERPRISE.” As bonds of an enterprise, the Series 2019 Bonds are authorized to be issued without approval by the electors of the Town. See “CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING.”

### **Registration and Payment**

The Series 2019 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), as securities depository for the Series 2019 Bonds. For so long as the Series 2019 Bonds are in book-entry form, the principal of and interest on the Series 2019 Bonds will be payable at the office of UMB Bank, n.a., or its successors, as paying agent and registrar (the “Paying Agent”). Interest on the Series 2019 Bonds is payable by wire transfer to Cede & Co. upon written instruction or by check or draft mailed by the Paying Agent to the registered owners of the Series 2019 Bonds whose names and addresses appear in the registration books of the Town on the fifteenth day, whether or not a business day, prior to the interest payment date.

### **Book-Entry Form**

The Series 2019 Bonds are issuable in book-entry-only form, and, while the Series 2019 Bonds remain in book-entry form, the owners of the Series 2019 Bonds are not entitled to receive physical delivery of their Series 2019 Bonds. For a description of the DTC Book-Entry System, see APPENDIX D hereto.

### **Redemption**

The Series 2019 Bonds are subject to redemption prior to maturity as follows:

**Optional Redemption.** Series 2019 Bonds maturing on December 1, 20\_\_ and thereafter are subject to optional redemption, at the option of the Town, prior to maturity, on December 1, 20\_\_ or any date thereafter, in whole or in part, and if in part in such order of maturity as the Town shall determine and by lot within maturities, at a redemption price of par plus accrued interest to the redemption date, without redemption premium.

**Mandatory Sinking Fund Redemption.** [To be inserted in the event of Term Bonds]

**Notice of Redemption.** Notice of redemption of any Series 2019 Bonds is to be given by the Paying Agent by sending a copy of such notice by first-class mail, postage prepaid, at least 30 days prior to the redemption date, to the Underwriters and to the registered owner of each Series 2019 Bond all or a portion of which is called for prior redemption, at his or her address as it last appears on the registration records kept by the Paying Agent. For so long as the Series 2019 Bonds are in book-entry form, any such redemption notice may be given, in lieu of such mailing, by sending a copy thereof by Federal Express or by electronic means to DTC or its designee. Failure, as to any Series 2019 Bond, to mail or send such notice as provided above, or any defect therein, does not affect the validity of the proceedings for the redemption of any other Series 2019 Bonds. Any failure of DTC to advise any Participant, or of any Participant or indirect participant to notify the Beneficial Owner, of any such notice and its content or effect does not affect the validity of the redemption of the Series 2019 Bonds called for redemption or any other action premised on that notice.

In the event of a call for redemption, the Town's notification to DTC initiates DTC's standard call procedure. In the event of a partial call, DTC's practice is to determine by lot the amount of the interest of each Participant in the Series 2019 Bonds to be redeemed, and each such Participant then selects by lot the ownership interest in such Series 2019 Bonds to be redeemed. When DTC and Participants allocate the call, the Beneficial Owners of the book-entry interests called are to be notified by the broker or other organization responsible for maintaining the records of those interests and subsequently credited by that organization with the proceeds once the Series 2019 Bonds are redeemed.

## **Security and Flow of Funds**

**The Bond Ordinance.** The Series 2019 Bonds are to be issued pursuant to an Ordinance adopted by the Town Council of the Town (the "Town Council"), acting as such and as the governing body of the Enterprise, and a Final Terms Certificate (collectively, the "Bond Ordinance"). The Bond Ordinance provides for the security and sources of payment of the Series 2019 Bonds and directs the application of substantially all of the proceeds of the Series 2019 Bonds, exclusive of issuance costs and funds deposited to the Debt Service Reserve Account, to a special account (the "Project Account") for the purpose of paying the construction costs associated with completing the Project as described under the caption "USE OF PROCEEDS—The Project Account." The Bond Ordinance provides that it is irrevocable until the Series 2019 Bonds and the interest thereon are fully paid. There follow brief summaries of certain material provisions of the Bond Ordinance.

**Pledged Revenues and Flow of Funds.** The Bond Ordinance defines the "System" to mean the Marina facilities presently owned and operated by the Town, together with any other marina facilities specifically added to the System by ordinance of the Town Council, and any improvements thereto. The Income of the System as defined in the Bond Ordinance includes all income from storage fees, rentals, concessions or any other rates, fees or charges for the services furnished by, or the direct or indirect use of the System, together with any interest income of the System not specifically excluded from the lien of the Bond Ordinance. For the purpose of determining compliance with payment, accumulation and coverage requirements of the Bond Ordinance, the Income also includes any other funds contributed to the System



for use in paying Debt Service Requirements or Operation and Maintenance Expenses. See “THE SYSTEM—Principal Revenue Sources of the System.”

The Town covenants in the Bond Ordinance to establish and maintain a special fund known as the “Marina System Fund” (the “System Fund”) as a subfund of the Marina Enterprise Fund currently held by the Town, and to deposit all income and revenues of the System (the “Income”) in the System Fund.

The Income on deposit in the System Fund is to be deposited and applied in the following order of priority:

FIRST, in the amounts required to pay necessary and proper costs of operating and maintaining the System as they become due (“Operation and Maintenance Expenses”), to a special account designated as the “Operation and Maintenance Account” (the Income less such Operation and Maintenance Expenses being referred to as the “Net Pledged Revenues”);

SECOND, to a special account designated as the “Principal and Interest Account” in [semiannual] installments sufficient to pay a ratable portion of the installment of principal, if any, and interest on the Series 2019 Bonds due on the next interest payment date of the Series 2019 Bonds and similar installments with respect to any outstanding parity securities;

THIRD, to the Debt Service Reserve Account (as defined below) to the extent necessary to replenish such account to the required amount;

FOURTH, to the payment of obligations having a lien on the Net Pledged Revenues subordinate to the lien of the Series 2019 Bonds and outstanding parity securities;

FIFTH, to the Surplus Account (as defined below) from time to time, pursuant to the terms of the Bond Ordinance, until the Surplus Account is funded to the Maximum Surplus Amount (as defined below); and

SIXTH, to improvements to the System or to any one or any combination of other lawful purposes determined by the Town Council, acting as the governing body of the Enterprise.

The Bond Ordinance also establishes a separate special fund known as the “Surplus Account” as a subfund of the System Fund. Pursuant to the Bond Ordinance, upon the issuance of the Series 2019 Bonds, the Town is to deposit from time to time legally available monies of the Enterprise, up to a maximum amount of \$\_\_\_\_\_ (the “Maximum Surplus Amount”) into the Surplus Account. The Town expects to fund the Surplus Account each year from one-half of any moneys received by the Enterprise in excess of its annual Operation and Maintenance Expenses and debt service requirements of the Series 2019 Bonds. The Town is not obligated to fund the Surplus Account in any amount from any other sources nor is the Town required to fund the Surplus Account beyond the Maximum Surplus Amount or to replenish the Surplus Account in the event of a draw thereon. In accordance with the terms of the Bond Ordinance, funds in the Surplus Account are to be applied solely to the timely payment of debt service requirements of the Series 2019 Bonds, the payment of Operation and Maintenance Expenses (as defined below) and the payment of any Project costs (as and when deemed necessary by the Town after expenditure of all amounts on deposit in the Project Account) to support the completion of the Project. Funds in the Surplus Account are not be used or pledged to the payment of any other obligations.

In addition to the Surplus Account, the Bond Ordinance establishes a special fund known as the Debt Service Reserve Account as a reserve against deficiencies in funds available in the Principal and Interest Account to pay the debt service requirements of the Series 2019 Bonds. The Debt Service

Reserve Account is required to be maintained in an amount (initially \$\_\_\_\_\_ ) equal to the lesser of 10% of the principal amount of the Series 2019 Bonds, the maximum annual debt service requirements of the Series 2019 Bonds coming due in any bond year or 125% of the average annual debt service requirements of the Series 2019 Bonds. Funds in the Debt Service Reserve Account are to be applied solely as provided in the Bond Ordinance.

Pursuant to the Bond Ordinance, the Operation and Maintenance Account, the Principal and Interest Account, the Surplus Account and the Debt Service Reserve Account are to be maintained as separate accounts within the System Fund. The Bond Ordinance permits the Town, for cash flow purposes and subject to reimbursement, to advance funds temporarily from the Operation and Maintenance Account to pay principal of and interest on the Series 2019 Bonds.

**Rate Maintenance.** In the Bond Ordinance, the Town covenants, among other things, to prescribe, revise and collect rates, fees and charges for use of the System which are to produce Income sufficient, together with any other moneys legally available therefor and credited to the System Fund, to make the payments and accumulations required by the Bond Ordinance, and which are to produce Income sufficient, after payment of Operation and Maintenance Expenses, to pay an amount at least equal to 125% of the combined annual debt service requirements of the Series 2019 Bonds and outstanding parity obligations. The Income remaining after such payments is also required to be sufficient to pay 100% of the principal and interest requirements of any outstanding subordinate securities and to meet then existing deficiencies pertaining to any fund or account relating to the Net Pledged Revenues or any securities payable therefrom. For purposes of compliance with the rate maintenance requirement, there may be counted as Income any funds contributed to the System by the Town. If in any year the Town shall fail to meet the rate maintenance requirement, the Bond Ordinance requires that an independent rate consultant be retained for the purpose of analyzing the rate structure and utilization of the System and making a written recommendation concerning any appropriate increases or other changes in such rate structure which will enable the Enterprise to meet its covenants concerning rates and charges in the Bond Ordinance. The insufficiency of such rates, fees and charges to meet such covenants would not require any action by the Town to increase rates if, in the opinion of such independent rate consultant, the rates, fees and charges being imposed are reasonable and consistent with the maximization of the Net Pledged Revenues. The Town Council, as the governing body of the Enterprise, is required to promptly review and implement, if reasonably possible, the recommendations of such independent rate consultant. So long as the Town continuously complies with the provisions described in this subsection, the failure to produce Income annually in an amount sufficient to pay the annual Operation and Maintenance Expenses and 125% of the combined annual debt service requirements of the Series 2019 Bonds and outstanding parity obligations would not constitute an Event of Default under the Bond Ordinance.

**First Lien Bonds.** Pursuant to the Bond Ordinance, the Series 2019 Bonds and any outstanding parity obligations constitute a first and prior (but not necessarily exclusive) lien on the Net Pledged Revenues of the System.

**Additional Bonds.** Additional bonds and other obligations may be issued, subject to certain provisions of the Bond Ordinance.

The Bond Ordinance prohibits the issuance of obligations having a prior or superior claim to the Income from the System. Subordinate securities may be issued at any time, provided that the Town is not in default in making any payments required in connection with any outstanding parity bonds, in accordance with the terms of the Bond Ordinance.

Additional parity lien obligations may be issued; provided that, at the time of their issuance: (a) the Town is not in default under the provisions of the Bond Ordinance; and (b) the Net Pledged

Revenues in the last complete fiscal year equal or exceed 125% of the combined maximum annual debt service requirements of the Series 2019 Bonds, any outstanding parity obligations and the proposed additional parity lien obligations; provided that, if System rates have been modified during such fiscal year, the Net Pledged Revenues may be adjusted to reflect the Net Pledged Revenues which would have been produced had the modified rates been in effect throughout such fiscal year. Compliance with such test is not required for the issuance of additional parity bonds for the purpose of partially refunding outstanding obligations if the aggregate debt service requirements of the Series 2019 Bonds and all other obligations are not increased.

***Borrowers' Remedies.*** Under the Bond Ordinance, the following constitute Events of Default: (a) nonpayment of principal of the Series 2019 Bonds or parity obligations; (b) nonpayment of interest on the Series 2019 Bonds or parity obligations; (c) incapacity of the Town to perform its obligations under the Bond Ordinance; (d) failure by the Town, after notice, to carry out its obligations relating to the Income or the System; (e) failure to reconstruct any essential part of the System condemned, damaged or destroyed; (f) appointment of a receiver for the System or the Income; or (g) default in performing any other provision of the Bond Ordinance which continues without corrective action for 60 days after notice has been given by the registered owners of 25% in aggregate principal amount of the Series 2019 Bonds and parity securities outstanding.

Upon the happening and continuance of an Event of Default the registered owners of 25% in aggregate principal amount of Series 2019 Bonds and parity securities then outstanding may proceed by mandatory injunction or otherwise to enforce the Bond Ordinance and may seek the appointment of a receiver or operating trustee. None of the properties of the System are mortgaged as security for the Series 2019 Bonds and there is no provision in the Bond Ordinance for acceleration of the Series 2019 Bonds after an Event of Default.

The enforcement of the rights of the registered owners of the Series 2019 Bonds is limited by bankruptcy and other laws affecting creditors' rights generally, and may be subject to delay and to the exercise of judicial discretion.

[Remainder of Page Left Intentionally Blank]

## Debt Service Requirements

The total debt service requirements of the Series 2019 Bonds are as follows:

**TABLE I**  
**Debt Service Requirements of Series 2019 Bonds**

Year	Principal*	Interest	Total
2019	--	\$	\$
2020	--		
2021	\$ 75,000		
2022	80,000		
2023	90,000		
2024	95,000		
2025	100,000		
2026	110,000		
2027	115,000		
2028	125,000		
2029	130,000		
2030	140,000		
2031	150,000		
2032	160,000		
2033	170,000		
2034	180,000		
2035	190,000		
2036	200,000		
2037	210,000		
2038	225,000		
2039	240,000		
2040	250,000		
2041	265,000		
2042	280,000		
2043	295,000		
2044	315,000		
2045	330,000		
2046	350,000		
2047	370,000		
2048	<u>390,000</u>		
Total	<u>\$5,630,000*</u>	\$ _____	\$ _____

Source: The Underwriter

## Coverage

The Town estimates that the revenue available for debt service produced by the System in the last five complete fiscal years would have covered the anticipated maximum annual debt service requirements of the Series 2019 Bonds:

**TABLE II**  
**Estimated Coverage Based on Projected Maximum**  
**Debt Service and Historic Revenues**

Year	2013	2014	2015	2016	2017
Revenue Available for Debt Service					
Maximum Annual Debt Service Requirements <sup>1</sup>					
Coverage					

<sup>1</sup> Debt service requirements are estimated.  
Source: [\_\_\_\_\_]

The estimated debt service coverage ratios, based on the Town’s forecasted revenues available for debt service requirements, are as follows for the years 2019 through 2023:

**TABLE III**  
**Estimated Coverage Based on Actual Debt Service**  
**and Forecasted Revenues**

	2019	2020	2021	2022	2023
Forecast Revenues Available for Debt Service <sup>1</sup>					
Maximum Annual Debt Service Requirements of Series 2019 Bonds*					
Coverage*					

<sup>1</sup> [Explain basis for forecast].  
\* Preliminary; subject to change.  
Source: [\_\_\_\_\_]

**Secondary Market Disclosure Undertaking**

In order to facilitate compliance by the Underwriter with Securities and Exchange Commission (the “SEC”) Rule 15c2-12 (the “Rule”), the Town will enter into an undertaking (the “Continuing Disclosure Undertaking”) to provide certain information, including audited financial results, on an annual basis, and to provide notice of certain specified events contemplated by the Rule, to the information repositories designated in the Continuing Disclosure Undertaking. The proposed form of the Continuing Disclosure Undertaking is set forth as APPENDIX F to this Official Statement.

The specific information required to be provided by the Town under the Continuing Disclosure Undertaking includes: (a) notice of the occurrence of any of the material events enumerated in the Rule; and (b) annual audited financial statements.

The Town voluntarily disclosed previous failures to timely perform its obligations under the Municipalities Continuing Disclosure Cooperation Initiative of the SEC (the “MCDC Initiative”). The purpose of the MCDC Initiative was to address potentially widespread violations of federal securities laws by municipal issuers and underwriters of municipal securities in connection with continuing disclosure obligations and related representations in bond offering documents. By self-reporting, pursuant to the MCDC Initiative, possible violations in connection with previous compliance shortcomings, the Town avoided risking unfavorable settlements with the SEC. *[Description of outcome]*

Failure to perform under the Continuing Disclosure Undertaking does not constitute an Event of Default under the Bond Ordinance. However, in the event of a failure to perform the Continuing Disclosure Undertaking, the owners of the Series 2019 Bonds have the right to seek a court order directing the Town to perform its obligations thereunder. Additionally, such a failure must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2019 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2019 Bonds and their market price. *[Description of any previous failures to file, if any]*

## USE OF PROCEEDS

### Sources and Uses of Funds

The Town anticipates the following sources and uses of funds (exclusive of accrued interest) in connection with the sale of the Series 2019 Bonds:

Sources	
Principal Amount of Series 2019 Bonds	\$5,630,000*
Original Issue Premium (Discount)	
Total Sources	\$
Uses	
Deposit into Project Account	\$
Debt Service Reserve Account	
Costs of Issuance <sup>1</sup>	
Total Uses	\$

<sup>1</sup> Includes associated costs, legal fees and underwriting discount

\* Preliminary; subject to change.

### The Project Account

The net proceeds of the Series 2019 Bonds, together with certain other legally available funds, are to be deposited to the Project Account established under the Bond Ordinance for the purpose of paying costs associated with the completion of the Project. See “USE OF PROCEEDS–The Project” below. The Project Account is to be administered in accordance with the terms of the Bond Ordinance.

### The Project

A portion of the net proceeds of the Series 2019 Bonds is to be used to finance the construction of various capital improvements to the Marina (the “Project”). The Project generally includes the following: fuel dock relocation and upgrades; Marina dredging; improvements to the Marina’s shoreline beach; site utilities and infrastructure; site grading and preparation; improvements to retaining walls; landscaping; sidewalk and pathway improvements; boat ramp improvements and relocation; and related facility improvements. The Town currently estimates the total cost of the Project to equal approximately \$\_\_\_\_\_ and expects to fund \$5,000,000 of Project costs from the net proceeds of the Series 2019 Bonds. The Town currently plans to complete the Project in one or more phases in accordance with the Enterprise’s five-year capital improvement plan. See “FINANCIAL INFORMATION CONCERNING THE SYSTEM–Five-Year Capital Improvement Plan.”

One of the largest components of the Project is dredging the Marina. To complete this process, digging is planned to take place in certain areas of the Marina to deepen it. The completion of this

process would allow larger vessels to utilize the dock and would permit Marina operations to commence earlier in the calendar year. The Town currently estimates the dredging component of the Project to cost approximately \$1,200,000. The Town anticipates applying approximately \$1,100,000 from a settlement with the City and County of Denver, acting by and through its Board of Water Commissioners (“Denver Water”) to the completion of the dredging process. For additional information with regard to the Denver Water settlement, see “THE ENTERPRISE–Denver Water Settlement.”

The purpose of the Project is to address the increasing demand for access to the Town’s waterfront, as well as to improve upon the quality of users’ experience. There is currently a waitlist system in place for use of the Marina’s storage facilities. The completion of the Project would increase capacity and allow for more users to enjoy the System’s facilities. As currently planned, the Project is expected to improve public access to the waterfront, expand the capacity of the Marina for all types of boating, enhance site and shoreline ecology and support year-round System uses. [Enterprise management currently expects the completed Project to nearly double the Marina’s current capacity.] Given the significant support the Town’s economy enjoys from its tourism industry, Town officials view the completion of the Project as a priority.

[The Town has entered into a guaranteed maximum price contract (the “Construction Contract”) with \_\_\_\_\_ (the “Contractor”). Pursuant to the Construction Contract, the Contractor’s fees in connection with constructing the Project are not to exceed \$\_\_\_\_\_. In the event of cost overruns, the Town Council would consider approving the application of additional funds from the Surplus Account or the Town’s Water Fund to the completion of the Project. Construction of the Project is expected to begin in February of 2019. The Town currently anticipates construction to be completed by autumn of 2019. The Town does not currently anticipate a need for additional staffing in connection with the completion and implementation of the Project.]

## **THE ENTERPRISE**

The Town has historically conducted the activities of the Enterprise on a self-supporting, enterprise fund basis.

### **Origins and Purpose**

The Enterprise was formally established in 2005 by Town Ordinance No. 05-01 (the “Enterprise Ordinance”). The Enterprise manages activities of the Frisco Bay Marina (the “Marina”) for the use of the general public. The Marina allows for public access to Dillon Reservoir, which is owned and governed by Denver Water. A portion of the property comprising the Marina is owned by Denver Water and leased to the Town pursuant to a Lease Agreement dated as of November 13, 2013 (the “Denver Water Lease”) between Denver Water and the Town. In accordance with its terms, the Denver Water Lease is to terminate on December 31, 2024, however it is expressly provided in the Denver Water Lease that the parties anticipate that the Town will continue to lease the property from Denver Water for an indeterminate time extending into the future. Toward that goal, Denver Water and the Town are to begin negotiation of an extension of the Denver Water Lease at least two years prior to its stated termination.

The Town began acquiring interests in the land, real property improvements, equipment and facilities of the Marina in 1993. These facilities, which are described under the caption “THE SYSTEM,” have traditionally been operated and managed by Town personnel and are currently operated by the Recreation and Culture Department of the Town on a fee-for-service basis, without any substantial support from the Town’s general fund. A portion of The Town of Frisco Finance Authority Certificates of Participation, Series 2002 (the “2002 Certificates”) was used to finance certain Marina improvements. The Enterprise was not in existence during the construction of these improvements and was not required

to make any payments in connection with the 2002 Certificates. Additionally, the Enterprise borrowed \$1,200,000 from the Town's Water Fund in 2005 (the "Water Fund Loan") for additional capital improvements. The Enterprise completed its repayment of the Water Fund Loan in 2017, two years prior to the stated due date. No material amount of financial support has otherwise been received from other Town funds by the Enterprise since its creation in 2005.

## **Management**

Under the Enterprise Ordinance, the Town Council is the Governing Body of the Enterprise. See "THE TOWN—Town Government." Management of the Enterprise's daily operations is overseen by a team of Town staff members. The following is a description of the Enterprise's management team:

**General Manager.** Tom Hogeman began his career with Osprey Adventures (the former name of the Marina facilities before the Town took over operations in 2005) in 1995. Mr. Hogeman was a member of the original Frisco Bay Marina crew. Mr. Hogeman served as Service Manager of the Marina until 2016, at which time he was promoted to General Manager. He is an Evinrude factory-certified technician and brings excellent problem solving abilities to bear in all aspects of the Marina operations.

**Guest Services Manager.** Jenn Shimp has been an employee of the Marina since 2005. She began as a Dock Attendant before being promoted to Office Attendant. Ms. Shimp was promoted to Guest Services Manager in 2008. In this position, Ms. Shimp manages the financial operations and daily rentals of the Marina.

**Operations Manager.** Jon Drabik has been an employee of the Marina since 1995. In his current position as Operations Manager, Mr. Drabik facilitates and coordinates all operations of docks, boats and moorings, as well as their respective anchorages.

**Service Manager.** Casey Farrell has been an employee of the Marina since 2010. Mr. Farrell began his career at the Marina as a Dock attendant before being promoted to Service Technician. Mr. Farrell was promoted to Service Manager in 2017. As Service Manager, Mr. Farrell maintains the Marina fleet as well as all customer boats and motors.

## **Denver Water Settlement**

Pursuant to an Implementation Agreement (the "Implementation Agreement") by and among the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water"), the Board of Commissioners of Summit County ("Summit County"), the Town and the Frisco Sanitation District (the "District"), the Town anticipates the receipt of funds from Denver Water in order to offset the costs of improvements to the Marina, as identified in the Implementation Agreement. These improvements include the redevelopment of the Marina pier as well as the dredging and excavation of Marina boat mooring and dock areas. The Implementation Agreement was entered into by its parties in an effort to clarify and implement the provision of benefits to the Town and District under the 2012 Colorado River Cooperative Agreement (the "Cooperative Agreement"), entered into by Denver Water with numerous western slope entities, including Summit County. The Town and District are neither parties nor third-party beneficiaries to the Cooperative Agreement, however in accordance with the Cooperative Agreement (as negotiated with Denver Water by Summit County), Denver Water is to provide certain monetary and water supply benefits to entities located in Summit County, including the Town and District. The intention of the Implementation Agreement is to afford to Denver Water the consideration negotiated in the Cooperative Agreement in exchange for the benefits provided to the Town and District. The Town currently anticipates applying \$1,100,000 of funds received from Denver Water



pursuant to the Implementation Agreement to the completion of the dredging component of the Project. See “USE OF PROCEEDS–The Project.”

### **Designation and Character of the Enterprise for Purposes of TABOR**

Following the adoption of Article X, Section 20 of the Colorado Constitution (“TABOR”), as described under the caption “CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING,” the Town Council adopted the Town Ordinance to confirm the existence of the Enterprise as an “enterprise” for purposes of TABOR. TABOR defines an “enterprise” as a government owned business authorized to issue its own revenue bonds and receiving under 10% of its annual revenue in grants from all Colorado State and local governments combined. The Series 2019 Bonds are authorized to be issued in the name of the Enterprise under the Charter and the Enterprise Ordinance. In the 12 months ended December 31, 2018, the Enterprise did not receive any material portion of its total revenues of \$2,006,852.56 in grants from the State or its political subdivisions, including the Town.

The Town has made no covenant in the Bond Ordinance or the Enterprise Ordinance that it will continue to maintain the Enterprise as an “enterprise” under TABOR. A future failure of the Enterprise to qualify as an “enterprise” for purposes of TABOR would not affect the validity of the Series 2019 Bonds but would result in the inclusion of the Enterprise in the Town’s overall spending and revenue base and limitations, if any, for that year and while the Enterprise continued to be disqualified. See “CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING.”

### **THE SYSTEM**

The following provides a general description of the facilities, market area, rate structure, typical sources of revenue and expenditure requirements of the Marina facilities included in the System.

#### **Facilities**

The System presently includes the following facilities:

***Maintenance Facilities.*** The System includes a Town-owned building used by the Enterprise to provide maintenance, servicing and repair of watercraft of all kinds. Offered services include boat painting and restoration, gel coating, fiber-glassing, wood working and motor tune-ups or overhauls. The System’s maintenance services are provided for Town-owned vessels as well as offered to the public. While portions of the System are only operable during Boating Season, the Enterprise’s maintenance services are offered on a year-round basis. As of October 31, 2018, the Enterprise received \$76,737.77 of 2018 revenues attributable to its maintenance services.

***Island Grill Restaurant.*** The Island Grill is a Town-owned outdoor restaurant and bar. As there is no interior seating, the Island Grill is subject to weather conditions and open only during Boating Season. The Island Grill offers light snacks and traditional American and seafood entrees, as well as a various cocktails and drink options. In addition to dining options, the Island Grill also offers visitors access to special events, such as free concerts during the summer months. During the 2018 Boating Season, \$50,660.74 of Enterprise revenues was attributable to the Island Grill.

***Administrative Building and Retail Store.*** Enterprise operations are conducted out of a Town-owned administrative building. Attached to the administrative building is the Marina’s retail store (the “Marina Store”). The Marina Store is open for regular business hours during Boating Season and open

for limited hours and/or by appointment during the rest of the year. The Marina Store carries Necky Kayak, Old Town Canoe, Aqua Glide and Ocean Kayak boat lines. The store also offers: paddles for kayaks, canoes and stand-up paddleboards; a full range of life jackets for adults, kids and dogs; t-shirts and souvenirs; fishing equipment; dry bags for cellphones and clothing; snacks and refreshments; and a variety of parts for sailboats, pontoons or speedboats. Boats, kayaks, canoes and fishing equipment can also be rented from the Marina Store. As of October 31, 2018, \$93,687.54 of 2018 Enterprise revenues was attributable to the Marina Store.

***Ramp and Docks.*** The Marina has a public ramp from which boats can be launched. When Dillon Reservoir is full (equaling an elevation of 9,017 feet), the ramp has eight feet of water from which boats can be launched. With water levels varying, there must be at least four feet of water on the ramp (equaling an elevation of 9,014 feet) in order to use the ramp. There is no fee for using the ramp.

In addition to the ramp, the Marina offers 150 slips for storage and docking purposes. The types of storage services offered by the Enterprise include: slips; moorings; dry storage; trailer storage; winter storage; and rack storage for paddle sport boats. For a description of the fees charged by the Enterprise for docking and storage services, see “THE SYSTEM—Principal Revenue Sources of the System—Storage Revenues.”

### **Post-Project Expansion of System Facilities**

A steadily increasing demand for access to the Marina and its facilities has highlighted capacity concerns for Enterprise management. There is currently a waitlist in place for Marina visitors who are unable to use the System’s [rental and storage] facilities due to limited capacity. In addition to enhancing visitor experience in general, the various Project components are also strategically designed to address capacity concerns. Town officials anticipate that, once completed, the Project would significantly increase rental and storage capacity, as well as increase the number and types of boats that are able to utilize the Marina’s ramps and docks. The current expectation is that Marina capacity would nearly double upon completion of the Project.

### **Dillon Reservoir Restrictions and Regulations**

Access and use of Dillon Reservoir is subject to the following restrictions and regulations:

***Craft Size Restriction.*** As governing body of Dillon Reservoir, Denver Water restricts craft size on Dillon Reservoir to under 40 feet long. A vessel of that size would not be able to use the Marina’s ramp as currently configured due to the depth required to launch such a boat.

***Speed Restrictions.*** There are no horsepower restrictions on Dillon Reservoir. However, above transom exhausts are not permitted and, as with all lakes in the State of Colorado, there is a speed limit of 30 mph.

***Swimming and Water Skiing.*** Swimming and water skiing are not permitted on Dillon Reservoir pursuant to regulations by Denver Water.

### **Risk Management**

The casualty and liability risks of operating the System are managed as a part of the Town’s overall risk management program, through a combination of self-insurance and the purchase of insurance coverage as described in Note V-G to the basic financial statements attached as APPENDIX C to this

Official Statement. Management of the Enterprise considers such arrangements reasonable under the current and anticipated operating conditions of the System.

**Principal Revenue Sources of the System**

The facilities included in the System generate several different kinds of revenue, including the following:

**Maintenance and Repair Fees.** The Enterprise charges fees for maintenance and repair services. As of [October 31], 2018, fees received by the Enterprise in connection with its maintenance and repair services equaled approximately \$76,737.77, comprising 3.82% of the total revenues received by the Enterprise during the 2018 fiscal year. The following table provides a five-year history of the revenues received by the Enterprise for maintenance and repair services:

**Table IV  
Five-Year History of Enterprise Maintenance/Repair Revenues**

2013	2014	2015	2016	2017
\$52,206.83	\$80,653.54	\$79,090.51	\$85,100.68	\$96,736.13

---

Source: The Town

**Food and Beverage Sales – Island Grill.** During the 2018 Boating Season, the Island Grill received \$50,660.74 in food and beverage sales, comprising 2.52% of the total revenues received by the Enterprise. The following table provides a five-year history of the revenues received by the Enterprise for food and beverage sales:

**Table V  
Five-Year History of Enterprise Food and Beverage Revenues**

2013	2014	2015	2016	2017
\$35,404.10	\$38,008.90	\$43,522.40	\$48,634.50	\$53,390.60

---

Source: The Town

**Marina Store Sales.** As of [October 31], 2018, the Marina Store received \$93,687.54 in revenues, accounting for 4.67% of the total revenues received by the Enterprise during the Town’s 2018 fiscal year. The following table provides a five-year history of the revenues received by the Enterprise for Marina Store sales:

**Table VI  
Five-Year History of Enterprise Retail Revenues<sup>1</sup>**

<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
\$53,945.89	\$63,799.60	\$78,341.96	\$76,654.99	\$98,241.72

<sup>1</sup>Includes retail sales and fishing license sales.  
Source: The Town

**Rental Fees.** Rental fees constitute a significant portion of revenues received by the Enterprise. They are imposed by Enterprise management without formal approval by the Town Council. Enterprise management is currently discussing a rate analysis and the implementation of rate increases for rental fees.

The current rental fees for the facilities included in the System are as follows:

**TABLE VII  
Current Schedule of Rental Fees**

<b>Category/Rental:</b>	<b>Fee for Rental:</b>
-------------------------	------------------------

The following table provides a five-year history of the revenues received by the Enterprise for rental fees:

**Table VIII  
Five-Year History of Enterprise Rental Revenues**

<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
\$509,319	\$610,485	\$919,504	\$1,077,199	\$1,097,649

Source: The Town

**Storage Revenue.** The following is a summary of the fees charged for docking and storage services:

**Table IX  
Current Schedule of Storage Fees**

	<b>Slips:</b>	<b>Moorings:</b>	<b>Dry Storage:</b>	<b>Trailer Storage:</b>	<b>Winter Storage:</b>
Seasonal <sup>1</sup> :	\$0.44/ft/day <sup>6</sup>	\$0.32/ft/day	\$0.17/ft/day	\$0.11/ft/day	\$0.11/ft/day <sup>7</sup>
Daily <sup>2</sup> :	\$1.36/ft/day	\$0.99/ft/day	\$0.78/ft/day	\$0.39/ft/day	\$0.52/ft/day
July 4 <sup>th</sup> Week <sup>3</sup> :	Additional	Additional	Additional	Additional	N/A
	\$0.50/ft/day	\$0.50/ft/day	\$0.50/ft/day	\$0.50/ft/day	
Weekly <sup>4</sup> :	\$1.14/ft/day	\$0.83/ft/day	\$0.54/ft/day	\$0.29/ft/day	\$0.36/ft/day
Month <sup>5</sup> :	\$0.79/ft/day	\$0.58/ft/day	\$0.30/ft/day	\$0.20/ft/day	\$0.22/ft/day

<sup>1</sup> Refers to the Boating Season, or the portion of the year from opening to closing of the Marina, equaling approximately 153 days from June to early- to mid-September.

<sup>2</sup> Up to seven days.

<sup>3</sup> July 1<sup>st</sup> through July 7<sup>th</sup>.

<sup>4</sup> Up to 30 days.

<sup>5</sup> Over 30 days.

<sup>6</sup> For example, to dock a 20-foot boat from opening to closing of the Marina would cost \$1,346.40.

<sup>7</sup> The winter season last approximately 212 days.

Source: The Town

Rack storage fees are as follows:

**Table X  
Current Schedule of Rack Storage Fees**

<b>Type of Storage</b>	<b>Storage Fee</b>
Canoe/Kayak/SUP Rack <sup>1</sup>	\$240
Extra Boat on the Same Rack Space	100
Annual <sup>2</sup>	400
Winter Rack <sup>3</sup>	200
Monthly <sup>4</sup>	110
Weekly <sup>5</sup>	30
Daily <sup>6</sup>	8

<sup>1</sup> For use during Boating Season.

<sup>2</sup> Offered only in the spring season.

<sup>3</sup> Available only during the winter season.

<sup>4</sup> Maximum of one month.

<sup>5</sup> Maximum of four weeks.

<sup>6</sup> Maximum of 30 days.

Source: The Town

The following table provides a five-year history of the revenues received by the Enterprise for storage services:

**Table XI**  
**Five-Year History of Enterprise Storage Revenues**

<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
\$76,995	\$77,260	\$84,949	\$74,252	\$120,011

Source: The Town

**Other Income.** Miscellaneous other sources such as fuel sales, concessionaire fees and park rentals typically generate a portion of the total Enterprise revenues received each Boating Season. During the 2018 Boating Season, the Enterprise received \$102,008.86 of revenues from other income sources, comprising 5.08% of the total revenues received by the Enterprise.

**Principal Items of System Expenses**

The labor to manage and operate the System is its largest single expense, representing approximately 60.58% of total operating expense. Other major expenditure areas are operating supplies, utilities, and repair and maintenance of equipment and facilities. Funds are also necessary to support an effective marketing effort to promote tourism and Marina usage. Equipment purchase and replacement decisions are made as funds are available. The Enterprise also typically accumulates reserves for capital repair and replacement.

**FINANCIAL INFORMATION CONCERNING THE SYSTEM**

**Enterprise Operating History**

The following sets forth the recent operating history of the Marina Enterprise Fund:

[Remainder of Page Left Intentionally Blank]

**TABLE XII**  
**Marina Enterprise Fund**  
**Statement of Revenues, Expenses and Changes in Net Position**

For the Years Ended December 31,

	2013	2014	2015	2016	2017
Operating Revenues					
Charges for Services	\$ 793,406	\$1,021,668	\$1,288,181	\$1,439,922	\$1,535,817
Total Operating Revenues	<u>793,406</u>	<u>1,021,668</u>	<u>1,288,181</u>	<u>1,439,922</u>	<u>1,535,817</u>
Operating Expenses					
Cost of Sales and Services	628,238	723,656	760,688	835,965	862,870
Administrative Expenses	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>
Total Operating Expenses	<u>648,238</u>	<u>743,656</u>	<u>780,688</u>	<u>855,965</u>	<u>882,870</u>
Operating Income (Loss)	<u>145,168</u>	<u>278,012</u>	<u>507,493</u>	<u>583,957</u>	<u>652,947</u>
Non-Operating Revenues (Expenses)					
Investment Income	--	845	348	4,239	5,160
Miscellaneous Revenue	18,341	[225,658] <sup>1</sup>	26,385	27,645	32,622
Interest Expense	(4,840)	(4,144)	(3,472)	(2,702)	(5,287)
Depreciation Expense	(245,785)	(233,909)	(232,263)	(238,610)	(249,318)
Gain (Loss)-Disposal Capital Assets	<u>7,306</u>	<u>24,193</u>	<u>11,511</u>	<u>8,809</u>	<u>64,473</u>
Net Non-Operating Revenues (Expenses)	<u>(224,978)</u>	<u>12,643</u>	<u>(197,491)</u>	<u>(200,619)</u>	<u>(152,350)</u>
Total Net Assets – January 1	<u>2,112,296</u>	<u>2,032,486</u>	<u>2,323,141</u>	<u>2,633,143</u>	<u>3,016,481</u>
Total Net Assets – December 31	<u>\$2,032,486</u>	<u>\$2,323,141</u>	<u>\$2,633,143</u>	<u>\$3,016,481</u>	<u>\$3,517,078</u>

<sup>1</sup> Miscellaneous Revenue increased substantially due to [\_\_\_\_\_].  
Source: The Town

**Marina Enterprise Fund Budget**

Set forth hereafter is a comparison of the Town's 2017 and 2018 adopted budgets, the 2019 proposed budget, and year-to-date 2018 unaudited financial information for the Marina Enterprise Fund.

[Remainder of Page Left Intentionally Blank]

**TABLE XIII**  
**Town Marina Enterprise Fund Budget Summary and Comparison**

	2017 Budget (as adopted)	2018 Budget (as adopted)	2018 Year-to-Date (unaudited) <sup>1</sup>	2019 Budget (as proposed) <sup>2</sup>
Revenues:				
User Charges	\$1,268,850	\$1,335,500	\$1,429,845	\$1,326,400
Total Revenues	<u>1,268,850</u>	<u>1,335,500</u>	<u>1,429,845</u>	<u>1,326,400</u>
Expenditures:				
Salaries and Benefits	476,720	510,670	536,528	563,035
Administrative Fees	20,000	20,000	20,000	20,000
Professional Fees	25,000	25,000	25,000	25,000
Supplies	111,500	124,000	112,300	144,000
Utilities	30,000	30,000	20,000	30,000
Repair and Maintenance	56,000	61,000	63,000	66,000
General Expenses	228,600	259,700	254,700	274,600
Capital Outlay	<u>580,000</u>	<u>2,186,000</u>	<u>711,000</u>	<u>4,012,700</u>
Total Expenditures	<u>1,527,820</u>	<u>3,216,370</u>	<u>1,742,528</u>	<u>5,135,335</u>
Other Sources (Uses):				
Reimbursements from Denver Water (ZM)	25,000	25,000	27,000	27,000
Investment Income	1,200	5,000	10,000	10,000
Sale of Assets	6,000	3,000	22,200	6,600
Loan Repayment to Water Fund	(132,000)	--	--	(300,000)
Water Agreement Settlement	--	--	<u>450,000</u>	<u>5,000,000</u>
Total Other Sources (Uses)	<u>(99,800)</u>	<u>33,000</u>	<u>509,200</u>	<u>4,743,600</u>
Net Change in Fund Balance	(358,770)	(1,847,870)	196,517	934,665
Fund Balance – January 1	<u>1,720,211</u>	<u>1,959,362</u>	<u>2,409,557</u>	<u>2,689,890</u>
Fund Balance – December 31	<u>\$1,361,441</u>	<u>\$ 111,492</u>	<u>\$2,606,074</u>	<u>\$3,624,555</u>

<sup>1</sup> Unaudited financials through [REDACTED], 2018.

<sup>2</sup> Subject to change prior to adoption by the Town Council.

Sources: Town's 2017 and 2018 budget documents, 2019 proposed budget and the Town

### Management's Discussion and Analysis

See the Town's audited financial statements appended hereto as APPENDIX C for the Management's Discussion and Analysis, which provides a narrative overview and analysis of the financial activities of the Town for the year ended December 31, 2017, the most recent audit available for the Town.

[Include brief discussion of Marina Enterprise for 2018]



## Five-Year Capital Improvement Plan

Enterprise management has adopted the following five-year capital improvement plan for the System. The capital improvement plan is evaluated and updated annually by Enterprise management. The Enterprise’s capital improvement plan is subject to change based on the availability of Enterprise funds at the time of expenditure.

**Table XVI**  
**Five-Year Enterprise Capital Improvement Plan**

<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
\$4,012,700 <sup>1</sup>	\$3,788,500 <sup>2</sup>	\$936,000 <sup>3</sup>	\$1,308,000 <sup>4</sup>	\$325,000 <sup>5</sup>

<sup>1</sup> Includes the Project and replacement of paddle boats. See “USE OF PROCEEDS–The Project.”

<sup>2</sup> Includes intersection/entry improvements, sidewalk and pathway improvements, parking area improvements, the construction of a new Enterprise administration building and the replacement of paddle and runabout boats.

<sup>3</sup> Includes improvements to pier and lakefront promenades, the replacement of paddle boats and the replacement of pontoon fleet.

<sup>4</sup> Includes the construction of a [new?] food and beverages building, the relocation of playground facilities, landscaping and irrigation, improvements to sidewalks and paths, the replacement of paddle boats and the replacement of a mooring anchor winch boat.

<sup>5</sup> Includes improvements to the Marina pavilion and site amenities and the replacement of boating equipment.

Source: Enterprise Capital Plan

## DEBT STRUCTURE OF THE ENTERPRISE

### Generally

Borrowings for Enterprise purposes are contracted by the Town, acting by and through the Enterprise. The Enterprise has no taxing power and, because it is operated on a self-supporting, fee-for-service basis, its only source of revenue for debt service has historically been the net amounts remaining after payment of operation and maintenance expenses of the System. Accordingly, the debt structure of the Enterprise consists of revenue obligations which are not secured by the general credit of the Town.

### No Outstanding Obligations

As of December 31, 2018, the Enterprise has no outstanding obligations. The Series 2019 Bonds constitute the first issuance of obligations by the Enterprise.

## THE TOWN

### General

The Town is located on the western slope of the Continental Divide, in Summit County, Colorado, approximately 70 miles west of Denver, Colorado, at an elevation of 9,096 feet above sea level. The Town is centrally located in Summit County and has access at two interchanges on Interstate Highway 70. The Town covers approximately two square miles and currently has an estimated permanent population of approximately 3,000. See “APPENDIX E—ECONOMIC AND DEMOGRAPHIC INFORMATION.”

The Town is adjacent to the 275,000 acre-foot Dillon Reservoir, which is owned by the Denver Water Board and serves as a primary summer recreation facility for the Denver metropolitan area, in

addition to being one of the major storage facilities in the Denver Water system. The Town is situated in close proximity to four major ski resorts: Keystone; Copper Mountain; Arapahoe Basin; and Breckenridge. The Town is in the same general vicinity as the City of Loveland, Colorado and is located approximately 30 miles from the Town of Vail, Colorado.

## Town Government

The Town had its beginnings as a mining and railroad center. It was founded in 1873 and incorporated as a statutory town in 1879. In 1988 the present home-rule Charter was adopted.

Under the provisions of its Charter, the Town has a council-mayor-manager form of government, and is governed by a seven-member Council. Town Council members are elected for staggered four-year terms in elections held every two years. The Mayor, who is a voting member of the Town Council, presides at Town Council meetings. The present members of the Town Council are as follows:

Name	Office	Principal Occupation	Years of Service on the Board	Term Expires (April)
Gary Wilkinson	Mayor	Mining Engineer	10 <sup>1</sup>	2020
Hunter Mortensen	Mayor Pro Tem	Professional Ski Patroller	4	2022
Jessica Burley	Member	Public Sector Sustainability Coordinator <sup>2</sup>	2	2020
Deborah Shaner	Member	Life Safety Engineer	2	2020
Rick Ihnken	Member	Fire Rescue Lieutenant	2	2020
Dan Fallon	Member	Restaurant Owner; Home Inspector	2 <sup>3</sup>	2022
Melissa Sherburne	Member	Planner	< 1 <sup>4</sup>	2022

<sup>1</sup> Mayor Wilkinson served as a Council Member from April 2008 to April 2012 and has served as Town Mayor since April 2012.

<sup>2</sup> Council Member Burley is the Public Sector Sustainability Coordinator for the Town of Breckenridge, Colorado.

<sup>3</sup> Council Member Fallon served from April 2006 to April 2008. He returned to the Town Council in April of 2018.

<sup>4</sup> Council Member Sherburne joined the Town Council in April of 2018.

## Administration

The following is a list of the administrative and management personnel most directly involved in the execution and delivery of the Series 2019 Bonds, their duties with the Town government, and their background and experience.

**Town Manager.** The Town Manager is appointed by the Town Council and serves for an indefinite term. The Town Manager serves as the chief operating officer of the Town government and administers the policies of the Mayor and the Town Council. The Town Manager exercises all the executive powers and administrative powers vested in him or her by the Town Charter.

The position of Town Manager is currently vacant. Pursuant to the Charter, the Town Council must appoint a Town Manager within six months after the existence of a vacancy. Such appointment requires the affirmative vote of a majority of the entire Town Council. Prior to the Town Council's appointment of a successor Town Manager, the Mayor is authorized by the Charter to appoint a Town employee to serve as acting Town Manager. **[Update after January 8 Meeting]**

***Town Finance Director/Treasurer.*** The Town Treasurer performs all statutory duties of Treasurer, including the supervision of the Town's financial functions.

Bonnie Moinet has been employed by the Town in this position since April 2, 2007. Prior to her employment with the Town, she was Finance Director for the City of Alamosa, Colorado for 18 years. In 1984, she graduated from Adams State University, in Alamosa, Colorado, with a Bachelor of Science degree in accounting. Ms. Moinet is a certified public accountant and holds a Certified Government Finance Officer's designation from the Government Finance Officers Association.

***Town Attorney.*** The Town Attorney is the general legal counsel of the Town and advises the Town Council and Town officials in matters relating to their official powers and duties. The firm of Murray Dahl Beery Renaud LLP serves as general legal counsel of the Town. Murray Dahl Beery Renaud LLP concentrates its practice in the representation of local governments and litigation involving local government issues.

Thad Renaud, Esq. is a founding partner of Murray Dahl Beery & Renaud LLP. Mr. Renaud's 25 years of legal practice have been concentrated in the areas of local government, land use and real estate law. Prior to the formation of Murray Dahl, he was special counsel with Gosuch Kirgis LLP. Prior to joining Gorsuch Kirgis, he was senior counsel at Holme Roberts & Owens LLP. Mr. Renaud is currently the Town Attorney for the Town, as well as the City Attorney for the City of Edgewater, Colorado. He also currently serves as special counsel for the Beaver Creek Resort Company of Colorado and as the Associate Municipal Court Judge for the City of Blackhawk, Colorado. He has previously served as the City Attorney for the City of Cherry Hills Village, Colorado (2004-2008), Assistant City Attorney for the City of Lafayette, Colorado (1997-2004) and Assistant Town Attorney for the Town of Frisco, Colorado (1996-2004). In addition, Mr. Renaud has acted as special counsel for several Colorado cities and towns in various land use and litigation matters. Mr. Renaud's practice has also included a successful argument before the Colorado Supreme Court concerning the home rule authority of Colorado municipalities. Mr. Renaud received his Bachelor of Arts degree from the University of Texas at Arlington in 1990, and his Juris Doctor degree, with honors, from the University of Texas at Austin in 1993. He was admitted to the Colorado Bar in 1993. He is a member of the Colorado Municipal League and of the Metro City Attorneys Association.

## **Services; Employees**

A wide range of services are provided to Town residents by the Town, Summit County and other governmental and private parties, including public safety, highways and streets, sanitation (landfills), health and social services, libraries, public improvements, planning and zoning and general administration. Additional entities provide further services, such as public education and youth programs.

The Town's Police Department provides law enforcement throughout the Town. Additional law enforcement services are provided by the Summit County Sheriff's Department. Fire protection is provided to the Town by the Lake Dillon Fire Protection District. The Town also maintains cooperative agreements with various federal agencies and Summit County for law enforcement and fire protection purposes.

In addition to Summit Medical Center, which includes a surgery center, birthing center and 24-hour emergency room, numerous medical clinics exist within close proximity to the Town.

Public education within the Town is provided by Summit County School District RE-1. Children of the Town's residents enrolled in public school attend elementary school and middle school in the Town

and high school in unincorporated Summit County. Post-secondary education is available at nearby Colorado Mountain College, also located in Summit County.

A water plant is operated by the Town and wastewater service is provided by the Frisco Sanitation District. Xcel Energy supplies natural gas and electricity to the Town and Comcast and Qwest Communications provide cable television and telephone services, respectively.

The Town currently employs 97 full-time employees and varying numbers of seasonal full-time workers. In addition, there are 3 year-round part-time employees and approximately 130 seasonal part-time employees. During the last three years, the Town has experienced a substantial amount of growth in tourism. In an effort to recruit and retain qualified applicants to meet the Town's needs in connection with the increase in visitation, the Town has developed seven 10-month full-time positions which the Town hopes will level out the number of seasonal positions. The Town has also started to convert seasonal employees to full-time positions by having such employees assume responsibilities in other departments during alternating seasons. None of the Town employees is a member of a labor union. Labor relations between the Town and its employees may be characterized as excellent.

### **Pension and Other Benefits**

The Town participates in Social Security and Medicare tax, as well as Medicare tax for Social Security exempt employees. The Town matches the employee's contributions to these taxes through payroll deduction. Social Security does not pertain to members of the Police Department. Members of the Police Department are covered for retirement under the provisions of Colorado state law. The Town also provides an additional retirement program through the International City Manager's Association to which the Town contributes up to [7]% of an employee's salary, depending upon the employee's longevity with the Town. The employee is fully vested after three years of participation in the retirement program. The employee may match contributions up to the allowed federal/State requirements.

The Town provides eligible employees with comprehensive insurance protection in a self-insurance pool covering various health, dental, disability, vision and life insurance needs.

Town employees may accumulate unused vacation and sick time up to maximum limits. Upon separation after more than six months of employment, unused vacation time is prorated for the last year worked. Sick leave is forfeited at termination. At December 31, 2017, compensated absence liabilities were approximately \$287,752.55 and \$33,895.91 for the Town's general fund and enterprise funds, respectively, and were fully funded within each fund.

### **Town Insurance Coverage**

The Town maintains insurance coverages as required by law. The Town is a participant in a municipal insurance pool, Colorado Intergovernmental Risk Sharing Agency ("CIRSA"). The purposes of CIRSA are to provide members (who must be Colorado governmental entities) with defined liability and property coverages and to assist members to prevent and reduce losses and injuries to municipal property and to persons or property which might result in claims being made against members of CIRSA, their employees, or officers. CIRSA provides insurance coverage for property, liability, crime, policy professional, and errors and omissions insurance. The current insurance coverage will remain in effect through December 31, 2019 and is expected to be renewed annually. Maximum coverages are as follows:

	<b>Per Person</b>	<b>Per Occurrence</b>
Property	\$500	\$500,000
General Liability & Law Enforcement	N/A	\$5,000,000/claim
Auto Liability	N/A	\$1,500,000/claim
Public Officials Errors and Omissions	N/A	\$5,000,000/claim
aggregate/member		\$10,000,000 annually
Crime	N/A	\$150,000/claim

Note: Colorado statutes provide municipalities with immunity from tort liability in excess of \$600,000 per occurrence.

For more information concerning insurance coverage, see Note V-G to the Town’s financial statements included as APPENDIX C to this Official Statement.

### **Material Contracts**

The Town is a party to certain cooperative intergovernmental agreements (“IGAs”) with other governmental entities in the area. A formal IGA called the Dillon Reservoir Recreation Committee (“DRReC”) includes the Town of Frisco, the Town of Dillon, Summit County, Denver Water and the U.S. Forest Service. The DRReC is responsible for management oversight and recreation regulations and activities related to Dillon Reservoir and all Denver Water Board properties surrounding Lake Dillon. The Town also has several ongoing intergovernmental agreements with other communities and Summit County, under which elected officials engage in discussions regarding common issues that affect all communities in Summit County. Finally, there are numerous review agencies, such as County Planning Commissions, that provide comment and input on proposed projects that may have some impact in adjoining areas. [Brief discussion of contract with Frisco Sanitation District]

### **Master Plan and Capital Improvement Program**

The Town prepares a five-year capital project timeline. Items included in the capital improvement plan include major road projects, building improvements, trail additions, park improvements, vehicles, reforestation and forestry management, street revitalization plans and implementation. Funding for these projects comes from Real Estate Investment Fees and transfers of excess General Fund reserves, if any. The Town has also prepared a five-year capital project timeline with respect to improvements to the System. The Project is being constructed in accordance with the System’s five-year capital project timeline. See “FINANCIAL INFORMATION CONCERNING THE ENTERPRISE—Five-Year Capital Improvement Plan.”

### **CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING**

At the general election held November 3, 1992, the voters of the State approved an amendment to the Colorado Constitution (“TABOR”) limiting the ability of the State and local governments such as the Town to increase revenues, debt and spending and restricting property, income and other taxes. Generally, TABOR limits the percentage increases in spending and property tax revenues to the prior year’s amounts, adjusted for inflation, local growth and voter approved changes, requires the maintenance of certain reserves, and prohibits the imposition of new real estate transfer taxes. In addition, TABOR requires that the State and local governments obtain voter approval for certain tax or tax rate increases or to keep or spend revenues received in excess of TABOR limits, and to create any “multiple fiscal year direct or indirect debt or other financial obligation whatsoever without adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years,” except for refinancing debt at a lower interest rate or adding new employees to existing pension plans.

On November 7, 2000, Town voters approved Referred Measure 2A (“Measure 2A”), authorizing the Town to collect, retain and spend all revenues received from its: property taxes; sales, use and other excise taxes; rates, fees, assessments, fines, forfeitures, licenses, permits, reimbursements, contributions, donations, seizures, rents, and charges for facilities and services; distributions from other governments; grants; interest earnings and other investment income; and any and all other revenues received by the Town. The approval of Measure 2A increased the Town’s financial flexibility without adding to its debt authorization.

TABOR excepts from its restrictions the borrowings and fiscal operations of “enterprises,” which term is defined to include government owned businesses authorized to issue their own revenue bonds and receiving under 10% of their revenues in grants from all Colorado State and local governments combined. The Town currently maintains the Enterprise and its water system as enterprises.

TABOR continues to affect many aspects of the Town’s financial operations, revenue sources and budgetary planning. Many of the provisions of TABOR are ambiguous and will continue to require judicial interpretation. There is no assurance that the application of TABOR, particularly during periods of reduced economic activity, will not adversely affect the operations or financial condition of the Town.

### **NOT RATED**

The Series 2019 Bonds are being issued without a rating.

### **LITIGATION**

There is no litigation now pending or, to the knowledge of the Town officials responsible for the issuance of the Series 2019 Bonds, threatened which questions the validity of the Series 2019 Bonds or of any proceedings of the Town taken with respect to the issuance or sale thereof.

### **TAX MATTERS**

#### **Generally**

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds (including any original issue discount properly allocable to the owner of a Series 2019 Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described above assumes the accuracy of certain representations and compliance by the Town with covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be met subsequent to the issuance of the Series 2019 Bonds. Failure to comply with such requirements could cause interest on the Series 2019 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2019 Bonds. The Town has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2019 Bonds.

The accrual or receipt of interest on the Series 2019 Bonds may otherwise affect the federal income tax liability of the owners of the Series 2019 Bonds. The extent of these other tax consequences will depend on such owners’ particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Series 2019 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers

entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2019 Bonds.

Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Series 2019 Bonds under the laws of the State of Colorado or any other state or jurisdiction.

A copy of the form of opinion of Bond Counsel is attached hereto as APPENDIX B.

### **Original Issue Discount**

The Series 2019 Bonds that have an original yield above their respective interest rates, as shown on the cover page of this Official Statement (collectively, the “Discount Bonds”), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond or is otherwise required to be recognized in gross income is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued or otherwise recognized original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, (b) less the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue discount must be recognized as an item of gross income and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such bonds for a price that is higher or lower than the “adjusted issue price” of the bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

## **Original Issue Premium**

The Series 2019 Bonds that have an original yield below their respective interest rates, as shown on the cover page of this Official Statement (collectively, the “Premium Bonds”), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser’s basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

## **Recognition of Income Generally**

Section 451 of the Code was amended by Pub. L. No. 115-97, enacted December 22, 2017 (sometimes referred to as the Tax Cuts and Jobs Act), to provide that taxpayers using an accrual method of accounting for federal income tax purposes generally will be required to include certain amounts in income, including original issue discount, no later than the time such amounts are reflected on certain financial statements of such taxpayer. The application of this rule may require the accrual of income earlier than would have been the case prior to the amendment of Section 451 of the Code. The rule generally applies to taxable years after 2017, except that in the case of income from a debt instrument having original issue discount, the rule does not apply until taxable years after 2018. Investors should consult their own tax advisors regarding the application of this rule and its impact on the timing of the recognition of income related to the Series 2019 Bonds under the Code.

## **Bank Qualified**

The Town has represented that it does not reasonably anticipate issuing greater than \$10,000,000 of tax-exempt obligations in calendar year 2019 (excluding certain private activity and refunding bonds) and that it has designed the Series 2019 Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. Accordingly, assuming the accuracy of such representations, Bond Counsel is of the opinion that in the case of certain banks, thrift institutions or other financial institutions owning the Series 2019 Bonds, a deduction is allowed for 80% of that portion of such institutions’ interest expense allocable to interest on such certificates. Bond Counsel has expressed no opinion with respect to any deduction for federal tax law purposes of interest on indebtedness incurred or continued by an owner of the Series 2019 Bonds or a related person to purchase or carry such bonds.

## **Backup Withholding**

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Series 2019 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2019 Bonds that fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the



excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

### **Changes in Federal Tax Law**

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading “TAX MATTERS” or adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2019 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2019 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2019 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

**PROSPECTIVE PURCHASERS OF THE SERIES 2019 BONDS SHOULD CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2019 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2019 BONDS.**

### **UNDERWRITING**

The Underwriter named on the Cover Page of this Official Statement (the “Underwriter”), has agreed to purchase the Series 2019 Bonds from the Town pursuant to a Bond Purchase Agreement dated \_\_\_\_\_, 2019, between the Town and the Underwriter, at a purchase price equal the principal amount of the Series 2019 Bonds plus premium on the Series 2019 Bonds in the amount of \$\_\_\_\_\_ less an underwriting discount of \$\_\_\_\_\_.

### **LEGAL MATTERS**

Legal matters incident to the authorization and issuance of the Series 2019 Bonds are subject to approval by Kutak Rock LLP, Denver, Colorado, Bond Counsel, whose opinion is expected to be delivered in substantially the form set forth in APPENDIX B hereto. In addition to acting as Bond Counsel, Kutak Rock LLP has also been retained to advise the Town concerning the preparation of this Official Statement. Certain legal matters will be passed upon for the Town by Murray Dahl Beery Renaud LLP, Denver, Colorado, as Town Attorney.

### **FINANCIAL STATEMENTS**

The basic financial statements of the Town for the year ended December 31, 2017, included in APPENDIX C to this Official Statement, have been audited by McMahan and Associates, L.L.C., independent certified public accountants and consultants, as stated in their report appearing herein. [Obtain or waive consent?]

**MISCELLANEOUS**

Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any such estimates will be realized. This Official Statement is not to be construed as a contract between the Town and any person.

The preparation, execution and delivery of this Official statement have been duly authorized by the Town.

TOWN OF FRISCO, COLORADO, acting by and through its Marina Enterprise

By: /s/  
Mayor

## APPENDIX A

### SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE

The following is a brief summary of certain provisions of the Bond Ordinance and is qualified in its entirety by the provisions of the Bond Ordinance itself.

#### Definitions

As used in the Bond Ordinance, the following terms have the following respective meanings, unless the context clearly requires otherwise:

“*Acquire*” or “*Acquisition*” means the design, construction, reconstruction, purchase, lease, gift, transfer, assignment, option to purchase, grant from the federal government or any public body or other person, endowment, bequest, devise, installation, condemnation, contract, or other acquirement or other provision, or any combination thereof, of facilities, other property, any project or an interest therein.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement between the Underwriter and the Town, which agreement governs the Underwriter’s purchase of the Series 2019 Bonds.

“*Bonds*” means all obligations payable from the Net Pledged Revenues, regardless of their priority.

“*Bond Counsel*” means Kutak Rock LLP or other counsel of nationally recognized standing in the field of state and local government finance, acceptable to the Town.

“*Bond Ordinance*” means the Bond Ordinance, including any amendment thereto, together with any applicable Final Terms Certificate.

“*Bond Year*” means the 12 months commencing on the second day of the month, determined by Final Terms Certificate, in which principal payments on the Series 2019 Bonds are payable, and ending on the first day of such month in the next succeeding calendar year.

“*Charter*” means the Home Rule Charter of the Town.

“*Code*” means the Municipal Code of the Town.

“*Combined Annual Debt Service Requirements*” means the sum of the annual Debt Service Requirements for all issues of Parity Bonds or Subordinate Securities for which the computation is being made.

“*Commercial Bank*” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation and of the Federal Reserve System, which has capital and surplus of \$100,000,000 or more and which is located within the United States of America.

“*Comparable Bond Year*” means, in connection with any Fiscal Year, the Bond Year which ends in such Fiscal Year. For example, for the Fiscal Year commencing on January 1, 2019, the Comparable Bond Year for the Bonds ends in 2019 on the first day of the month which is designated in the applicable Final Terms Certificate for payments of principal (whether or not any such principal is actually payable in 2019).

“*Cost of the Project*” means all or any part of the cost of the Project (including, but not limited to, such costs paid prior to the date of the Bond Ordinance and reimbursed to the Town or the Enterprise), including, without limitation, interest or discount on the Series 2019 Bonds, costs of issuance of the Series 2019 Bonds, legal expenses, costs of financial, professional, and other estimates and advice, contingencies, any administrative, operating, and other expenses of the Town incurred or paid prior to and during the Project, and all such other expenses as may be necessary or incident to the financing and completion of the Project or any part thereof.

“*Council*” means the Town Council of the Town as governing body of the Town, acting as such or, as the context requires, as the governing body of the Enterprise.

“*C.R.S.*” means the Colorado Revised Statutes, as amended.

“*Debt Service Requirements*” means the principal of, and interest on, and any premium due in connection with the redemption of any Bonds or other Securities payable from the Net Pledged Revenues, excluding any amounts provided for with capitalized interest or other funds actually on hand and irrevocably committed to the payment of Debt Service Requirements.

“*Enterprise*” means the Frisco Bay Marina enterprise of the Town.

“*Enterprise Ordinance*” means Town Ordinance No. 05-01, recognizing and confirming the existence of the Enterprise.

“*Equip*” or “*Equipment*” means the furnishing of all necessary or desirable, related or appurtenant machinery and other facilities, or any combination thereof, appertaining to any property, project or interest therein, as authorized by the Charter, the Enterprise Ordinance or the Bond Ordinance.

“*Event of Default*” means any one of the events described herein under the caption “Events of Default.”

“*Excess Investment Earnings Account*” means the special account created by the Bond Ordinance and described herein under the caption “Funds and Accounts—Excess Investment Earnings Account.”

“*Federal Securities*” means bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

“*Final Terms Certificate*” or “*Final Terms Certificates*” means a Certificate or Certificates, not inconsistent with the Bond Ordinance, signed by the Finance Director, approving the final terms of the Series 2019 Bonds and their award to the Underwriter pursuant to the Bond Purchase Agreement, and determining any details reasonably necessary or appropriate in connection therewith in order to effectuate or clarify the provisions of the Bond Ordinance and consummate the transactions contemplated thereby.

“*Finance Director*” means the Director of Finance of the Town.

“*Fiscal Year*” means the 12 months commencing on the first day of January of any calendar year and ending on the last day of December of such calendar year or such other 12-month period as may from time to time be designated by the Council or by State statute as the Fiscal Year of the Town.

“*Improve*” or “*Improvement*” means the addition, extension, enlargement, betterment, replacement or improvement or any combination thereof, of facilities, other property, any project or any

interest therein, but not including reconstruction, replacement, repair or other renewal of existing facilities that does not increase the capacity of the System.

“*Income*” means all income from storage fees, rentals, concessions or any other rates, fees or charges for the services furnished by, or the direct or indirect use of, the System, together with any interest income of the System not specifically excluded from the lien of the Bond Ordinance. To the extent provided by Final Terms Certificate, the Income also includes, for the purpose of determining compliance with the payment, accumulation and coverage requirements of the Bond Ordinance, any other funds contributed to the System for use in paying Debt Service Requirements or Operation and Maintenance Expenses.

“*Independent Accountant*” means any certified public accountant, or any firm of such accountants, duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Town, who (a) is, in fact, independent and not under the domination of the Town or the Council; (b) does not have any substantial interest, direct or indirect, in any of the affairs of the Town; and (c) is not connected with the Town as a member, officer or employee of the Council, but who may be regularly retained to make annual or similar audits of any books or records of the Town.

“*Independent Rate Consultant*” means a nationally recognized individual, firm or corporation of independent rate consultants of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the System, which individual, firm or corporation has no substantial interest, direct or indirect, in the Town and in the case of an individual, is not a member of the Council, or an officer or employee of the Town, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Council or an officer or employee of the Town.

“*Interest Payment Date*” means a date designated by Final Terms Certificate for the payment of interest on the Series 2019 Bonds or any other designated Securities.

“*Marina System Fund*” means the special fund created by the Bond Ordinance and described herein under the caption “Funds and Accounts–Marina System Fund and Flow of Funds.”

“*Maximum Annual Debt Service Requirements*” means, with respect to each issue of Parity Bonds for which the computation is being made, the largest amount of Debt Service Requirements coming due in any single Bond Year when such Parity Bonds are Outstanding.

“*Net Pledged Revenues*” means all Income remaining after the deduction of Operation and Maintenance Expenses.

“*Operation and Maintenance Expenses*” means such reasonable and necessary current expenses of the Town, paid or accrued, of operating, maintaining and repairing the System as may be determined by the Council. The term may include, at the option of the Council, except as limited by contract or otherwise limited by law, without limiting the generality of the foregoing:

(a) engineering, auditing, legal and other overhead expenses of the Town directly related and reasonably allocable to the administration, operation and maintenance of the System;

(b) insurance and surety bond premiums appertaining to the System;

(c) the reasonable charges of any paying agent, registrar, transfer agent, depository or escrow bank appertaining to the System or any bonds or other securities issued therefor;

(d) annual payments to pension, retirement, health and hospitalization funds appertaining to the System;

(e) any taxes, assessments, franchise fees or other charges or payments in lieu of the foregoing;

(f) ordinary and current rentals of equipment or other property under any operating leases and rentals with respect to capital leases if the payment of such capital leases is made subject to annual appropriation by the Council;

(g) contractual services, professional services, salaries, administrative expenses, and costs of labor appertaining to the System and the cost of materials and supplies used for current operation or routine maintenance and repair of the System;

(h) repairs and replacements of equipment and other parts of the System necessary to maintain the revenue producing capacity thereof;

(i) the costs incurred in the collection of all or any part of the Income;

(j) any costs of utility services furnished to the System by the Town or otherwise;

(k) reasonable indirect administrative costs incurred by the Town for the benefit of the System;

(l) costs of any professional services related to the calculation, payment or application for refund of arbitrage rebate; and

(m) any other such expenses considered by the Town in determining the amount of fees and charges imposed to cover costs of operation and maintenance of the System.

Except as expressly provided in the Bond Ordinance, "Operation and Maintenance Expenses" do not include:

(a) any allowance for depreciation;

(b) any costs of Improvement, extensions, or betterments;

(c) any accumulation of reserves for capital replacements;

(d) any accumulation of reserves for operation, maintenance, or repair of the System;

(e) any allowance for the redemption of any Bonds or other securities or the payment of any interest thereon;

(f) any liabilities incurred in the Acquisition of any properties comprising the System or any existing properties comprising the System or any combination thereof; and

(g) any other ground of legal liability not based on contract.

“*Operation and Maintenance Account*” means the special account created by the Bond Ordinance and described herein under the caption “Funds and Accounts–Operation and Maintenance Account.”

“*Outstanding*” means as of any particular date, all the Bonds payable in whole or in part from the Net Pledged Revenues which have been authorized, executed and delivered, except the following:

(a) any Bond cancelled by the Paying Agent or otherwise on behalf of the Town on or before such date;

(b) any Bond held by or on behalf of the Town;

(c) any Bond for the payment or the redemption of which moneys or Federal Securities sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to pay all of the Debt Service Requirements of such Bond to the maturity date or specified Redemption Date thereof has theretofore been deposited in escrow or in trust with a Trust Bank for that purpose; and

(d) any lost, destroyed or wrongfully taken Bond in lieu of or in substitution for which another bond or other security has been executed and delivered.

“*Owner*” means the holder of any bearer instrument or registered owner of any registered instrument.

“*Parity Bonds*” means Bonds payable from the Net Pledged Revenues equally or on a parity with the Series 2019 Bonds.

“*Paying Agent*” means UMB Bank, n.a., or a suitable Commercial Bank or Town official designated by Council by Final Terms Certificate to perform the duties of Paying Agent under the Bond Ordinance.

“*Permitted Investments*” means any investment which, as of the time made, is permitted by the laws of the State or the ordinances of the Town pertaining to Town investments to be made with Town funds.

“*Person*” means any individual, firm, partnership, corporation, company, association, joint stock association, limited liability company or body politic or any trustee, receiver, assignee or similar representative thereof.

“*Principal and Interest Account*” means the special fund created by the Bond Ordinance and described herein under the caption “Funds and Accounts–Principal and Interest Account.”

“*Project Account*” means the special fund created by the Bond Ordinance and described herein under the caption “Funds and Accounts–Project Account.”

“*Redemption Date*” means the date fixed for the redemption prior to maturity of any Bonds or other designated Securities payable from the Net Pledged Revenues in any notice of prior redemption given by or on behalf of the Town.

“*Registrar*” means UMB Bank, n.a., or a suitable Commercial Bank or Town official designated by Final Terms Certificate to perform the duties of Registrar under the Bond Ordinance.

“*Regular Record Date*” means the fifteenth day of the calendar month next preceding an Interest Payment Date for the Series 2019 Bonds.

“*Security*” or “*Securities*” means any bond or note issued by the Town or any other evidence of the advancement of money to the Town.

“*Series 2019 Bonds*” means the Marina Enterprise Revenue Bonds, Series 2019, to be issued under the Bond Ordinance in an aggregate principal amount of \$5,630,000.\*

“*Series 2019 Debt Service Reserve Account*” means the special account created by the Bond Ordinance and described herein under the caption “Funds and Accounts–Series 2019 Debt Service Reserve Account.”

“*Special Record Date*” means the date fixed by the Paying Agent for the determination of ownership of the Series 2019 Bonds for the purpose of paying interest not paid when due or interest accruing after maturity.

“*State*” means the State of Colorado.

“*Subordinate Bonds*” or “*Subordinate Securities*” means Bonds or Securities payable from the Net Pledged Revenues having a lien thereon subordinate or junior to the lien thereon of the Parity Bonds.

“*Superior Bonds*” or “*Superior Securities*” means Bonds or Securities payable from the Net Pledged Revenues having a lien thereon superior or senior to the lien thereon of the Bonds.

“*Supplemental Public Securities Act*” means Part 2 of Article 57, Title 11, C.R.S.

“*Surplus Account*” means the special account created by the Bond Ordinance and described herein under the caption “Funds and Accounts–Surplus Account.”

“*System*” means the Frisco Bay Marina facilities presently owned and operated by the Town, and any improvements thereto, together with any other marina facilities specifically added to the System by ordinance of the Town Council, together with Improvements to the foregoing.

“*Tax Code*” means the Internal Revenue Code of 1986, as amended.

“*Town*” means the Town of Frisco, Colorado, acting as such or, as the context requires, acting by and through and as the operator of the Enterprise.

---

\* Preliminary; subject to change.



“*Transfer Agent*” means UMB Bank, n.a., or a suitable Commercial Bank or Town official designated by Final Terms Certificate to perform the duties of Transfer Agent under the Bond Ordinance.

“*Trust Bank*” means a Commercial Bank which is authorized to exercise and is exercising trust powers.

“*Underwriter*” means George K. Baum & Company, the original underwriter of the Series 2019 Bonds.

## **Funds and Accounts**

The proceeds of the Series 2019 Bonds and the Income are to be deposited by the Town in the funds and accounts described in Article III of the Bond Ordinance , to be accounted for in the manner and priority set forth in Article III of the Bond Ordinance and described under this Section of this Appendix A.

The Net Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in any fund or account under the Bond Ordinance (except the Operation and Maintenance Account and the Excess Investment Earnings Account) are pledged pursuant to the Bond Ordinance to secure the payment of the Debt Service Requirements of the Series 2019 Bonds, subject to the provisions of the Bond Ordinance relating to the Project Account and subject to the application of the Net Pledged Revenues for the payment of Debt Service Requirements of Parity Bonds. This pledge is to be valid and binding from and after the date of the first delivery of the Series 2019 Bonds, and the moneys, as received by the Town and pledged, are to be immediately subject to the lien of this pledge without any physical delivery thereof, any filing or further act. The lien of this pledge and the obligation to perform the contractual provisions of the Bond Ordinance have priority over any or all other obligations and liabilities of the Town (except as otherwise expressly provided in the Bond Ordinance), and the lien of this pledge is to be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town (except as otherwise expressly provided in the Bond Ordinance), irrespective of whether such parties have notice thereof.

***Project Account.*** Proceeds of the Series 2019 Bonds are to be deposited, in an amount to be determined by Final Terms Certificate, in a special account created within the Marina Enterprise Fund of the Town pursuant to the Bond Ordinance to be known as the Marina Enterprise Revenue Bonds, Series 2019, Project Account (the “Project Account”). Moneys on deposit in the Project Account are to be used to pay costs of the Project, including any reimbursement to the Town for costs of the Project previously paid from the Marina Enterprise Fund of the Town, costs of issuance of the Series 2019 Bonds and other incidental costs necessary or appropriate in connection with the Project and the financing thereof. Moneys in the Project Account, and interest or investment income thereon, are not included within the Net Pledged Revenues and do not constitute security for the Series 2019 Bonds. Moneys and investments in the Project Account are to be held and applied by the Town to the completion of the Project. Upon completion of the Project, the balance of moneys in the Project Account, if any, are to be transferred to the Principal and Interest Account, to be used for the purposes of said Account in accordance with the Bond Ordinance.

***Marina System Fund and Flow of Funds.*** Except as otherwise provided in the Bond Ordinance, the entire Income, upon receipt thereof from time to time by the Town, is to be set aside and credited immediately to the Marina System Fund, which constitutes a subfund of the Marina Enterprise Fund of the Town. In addition, the Town may at its option credit to the Marina System Fund any other moneys of the Town legally available for expenditure for the purposes of the Marina System Fund as provided in the

Bond Ordinance. The Marina System Fund is to be administered and the moneys on deposit therein are to be deposited and applied in the following order of priority:

FIRST, to the Operation and Maintenance Account to pay Operation and Maintenance Expenses, as described in the Section captioned “Funds and Accounts–*Operation and Maintenance Account*” below;

SECOND, to the Principal and Interest Account to pay the Debt Service Requirements of the Parity Bonds then Outstanding in the manner described in the Section captioned “Funds and Accounts–*Principal and Interest Account*” below;

THIRD, to the Series 2019 Debt Service Reserve Account, in the manner described in the Section captioned “Funds and Accounts–*Debt Service Reserve Account*” below;

FOURTH, to the payment of Debt Service Requirements of Subordinate Bonds or other Subordinate Securities as described in the Section captioned “Funds and Accounts–*Payment of Subordinate Securities*” below;

FIFTH, to the Surplus Account, from time to time, as described in the Section captioned “Funds and Accounts–*Surplus Account*” below; and

SIXTH, to be used as described in the Sections captioned “Funds and Accounts–*Termination of Deposits*” and “–*Use of Remaining Revenues*” below.

In order to give effect to the requirements of the Code and the Bond Ordinance, the Town may to the extent necessary advance, subject to reimbursement, Income required for the payment of Operation and Maintenance Expenses from funds earmarked for capital facilities, and may also to the extent necessary advance, subject to reimbursement, Net Pledged Revenues required for the payment of the Debt Service Requirements of Parity Bonds from funds earmarked for operation and maintenance, including the Operation and Maintenance Account.

***Operation and Maintenance Account.*** As a first charge on the Marina System Fund, there is to be credited from time to time to the Operation and Maintenance Account, created within the Marina System Fund pursuant to the Bond Ordinance, moneys sufficient to pay the Operation and Maintenance Expenses of the System as they become due and payable, and thereupon the Operation and Maintenance Expenses are to be promptly paid.

***Principal and Interest Account.*** The Town is to deposit into the Principal and Interest Account, created within the Marina System Fund pursuant to the Bond Ordinance, forthwith upon receipt of the proceeds of the Series 2019 Bonds, interest accrued thereon, if any, from their date to the date of delivery thereof to the Owners, to apply to the payment of interest first due on the Series 2019 Bonds.

Subject to the payment of Operation and Maintenance Expenses described above, for so long as the Series 2019 Bonds are Outstanding, the Town is to deposit into the Principal and Interest Account from the Net Pledged Revenues [semiannually, no less than seven days prior to the next occurring Interest Payment Date,] the amount of interest accruing on the Series 2019 Bonds during said period (with a credit for the amount of any accrued or capitalized interest deposited in the Principal and Interest Account and not theretofore credited) and, after the first Interest Payment Date of the Series 2019 Bonds, no less than seven days prior to the next occurring Interest Payment Date the following amounts:

(a) **Interest Payments.** The aggregate amount of the next installment of interest due in the then current Bond Year in connection with the Series 2019 Bonds plus any other amounts due for interest on any other Parity Bonds then Outstanding; and

(b) **Principal Payments.** The aggregate amount of the next installment of principal due in the then current Bond Year in connection with the Series 2019 Bonds plus any other amounts due for principal of any other Parity Bonds then Outstanding.

Such interest and principal must be promptly paid when due.

The moneys credited to the Principal and Interest Account, excluding investment earnings which may be required to be rebated to the federal government, are to be used to pay the Debt Service Requirements of the Parity Bonds then Outstanding, as such Debt Service Requirements become due, except as otherwise provided in the Bond Ordinance or other ordinances authorizing Parity Bonds. The Principal and Interest Account is to also be maintained as a sinking fund for the mandatory redemption of any Parity Bonds which are subject to mandatory sinking fund redemption. Any mandatory sinking fund redemption of principal is to be treated as an installment of principal for purposes of this Section of this Appendix A.

***Series 2019 Debt Service Reserve Account.*** The Town is to deposit into the Series 2019 Debt Service Reserve Account, at the time of issuance of the Series 2019 Bonds, a sum, determined by Final Terms Certificate, equal to the lesser of 10% of the proceeds of the Series 2019 Bonds, the Maximum Annual Debt Service Requirements of the Series 2019 Bonds coming due in any Bond Year or 125% of the average Debt Service Requirements of the Series 2019 Bonds. Subject to the payments of Operation and Maintenance Expenses and principal and interest on the Series 2019 Bonds required by the Bond Ordinance and except as described under the caption “Funds and Accounts–Termination of Deposits” below, from the Net Pledged Revenues, there are to be credited from time to time as hereinafter described to the Series 2019 Debt Service Reserve Account moneys sufficient to accumulate in and maintain the Series 2019 Debt Service Reserve Account at an amount at least equal to the amount so determined. In the event that the amount of the Series 2019 Debt Service Reserve Account falls below the amount determined by Final Terms Certificate, the Town is to credit to the Series 2019 Debt Service Reserve Account from Net Pledged Revenues or may credit to the Series 2019 Debt Service Reserve Account from the Surplus Account, to the extent such funds are available, that sum of money needed to accumulate or reaccumulate the amount therein so that at all times the amount of the Series 2019 Debt Service Reserve Account equals the amount specified in such Final Terms Certificate. The moneys required to be deposited in the Series 2019 Debt Service Reserve Account, excluding investment earnings which may be required to be rebated to the federal government, are to be set aside, accumulated and, if necessary, reaccumulated from time to time, and maintained as a continuing reserve to be used, except as hereinafter described in this Section of this Appendix A, under the caption “Funds and Accounts–Termination of Deposits” below and under the caption “Defeasance” hereof, only to prevent deficiencies in payment of the Debt Service Requirements of the Series 2019 Bonds then Outstanding resulting from failure to deposit into the Principal and Interest Account sufficient funds to pay such Debt Service Requirements as the same become due. The Series 2019 Debt Service Reserve Account is not required to be maintained after the Series 2019 Bonds are no longer Outstanding.

If at any time the Town for any reason fails to pay into the Principal and Interest Account the full amount above stipulated to be paid with respect to the Series 2019 Bonds, then an amount is to be paid into the Principal and Interest Account at such time first from the Surplus Account, to the extent such funds are available, equal to the difference between that paid from the Net Pledged Revenues and the full amount so stipulated. If the amount so applied remains insufficient to satisfy the Debt Service Requirements then due, the difference is to be paid into the Principal and Interest Account from the Series

2019 Debt Service Reserve Account. Any money so used from the Series 2019 Debt Service Reserve Account are to be replaced to the Series 2019 Debt Service Reserve Account from the first moneys credited to the Marina System Fund thereafter received and not required to be otherwise applied to the payment of Operation and Maintenance Expenses and/or the payment of principal and interest on the Series 2019 Bonds. If Parity Bonds are Outstanding and the ordinances authorizing the issuance of those Securities require the replacement of moneys in separate reserve accounts therefor, then the moneys replaced in the Series 2019 Debt Service Reserve Account are to be replaced on a pro rata basis based upon the total principal amount of the then Outstanding Parity Bonds and the total principal amount of the Series 2019 Bonds Outstanding, as moneys become available therefor.

If at any time the Town for any reason fails to pay into the Series 2019 Debt Service Reserve Account the full amount stipulated in the Bond Ordinance from the Net Pledged Revenues, the difference between the amount paid and the amount so stipulated is to, in a like manner, be paid therein first from the Surplus Account, to the extent funds are available, and thereafter from the first moneys credited to the Marina System Fund thereafter received and not required to be applied otherwise to the payment of Operation and Maintenance Expenses or to the payment of principal and/or interest on the Series 2019 Bonds.

Nothing in the Bond Ordinance is to be construed as limiting the right of the Town to substitute for the cash deposit required to be maintained in the Series 2019 Debt Service Reserve Account a letter of credit, surety bond, insurance policy, agreement guaranteeing payment, or other undertaking by a financial institution to ensure that cash in the amount otherwise required to be maintained under the Bond Ordinance will be available to the Town as needed; provided that any such substitution must not cause the then current rating or ratings of the Series 2019 Bonds or any other Parity Bonds to be adversely affected.

If the Series 2019 Bonds are no longer Outstanding, the Town may apply any remaining funds in the Series 2019 Debt Service Reserve Account to any other lawful purpose.

***Termination of Deposits.*** No payment need be made into the Principal and Interest Account if the amount in the Principal and Interest Account and the amount in the Series 2019 Debt Service Reserve Account totals a sum at least equal to the entire amount of the Outstanding Parity Bonds, as to all Debt Service Requirements, to their respective maturities or to any Redemption Date or Redemption Dates as of which the Town has exercised or has obligated itself to exercise its option to redeem, prior to their respective maturity dates, any Parity Bonds then Outstanding and thereafter maturing (provided that, solely for the purpose of this Section of this Appendix A, there is to be deemed to be a credit to the Series 2019 Debt Service Reserve Account of moneys, Federal Securities and bank deposits, or any combination thereof, accounted for in any other fund or account of the Town and restricted solely for the purpose of paying the Debt Service Requirements of such Parity Bonds), in which case moneys in the Principal and Interest Account and the Series 2019 Debt Service Reserve Account in an amount, except for any known interest or other gain to accrue from any investment or deposit of moneys as described under the caption “General Administration of Funds—Investment of Funds” of this Appendix A from the time of any such investment or deposit to the time or respective times the proceeds of any such investment or deposit is needed for such payment, at least equal to such Debt Service Requirements, is to be used together with any such gain from such investments and deposits solely to pay such Debt Service Requirements as the same become due. Any moneys in excess thereof in the Principal and Interest Account and the Series 2019 Debt Service Reserve Account and any other moneys derived from the Income or otherwise pertaining to the System may be used in any lawful manner determined by the Town.

***Payment of Subordinate Securities.*** After there has been deposited to the Principal and Interest Account an amount sufficient to pay all the Debt Service Requirements due during the current Bond Year on all Parity Bonds then Outstanding and after the accumulations to and replenishments of the Series

2019 Debt Service Reserve Account to be made in the current Bond Year have been made, any moneys remaining in the Marina System Fund for such Bond Year may be used by the Town for the payment of Debt Service Requirements of Subordinate Securities payable from the Net Pledged Revenues and authorized to be issued in accordance with the Bond Ordinance including reasonable reserves for such Subordinate Securities; but the lien of such Subordinate Securities on the Net Pledged Revenues and the pledge thereof for the payment of such Subordinate Securities is to be subordinate to the lien and pledge of any Outstanding Parity Bonds as provided in the Bond Ordinance.

***Use of Remaining Revenues.*** After the payments required by the Bond Ordinance to be made are made, at the end of any Bond Year, or whenever in any Bond Year there has been credited to the Principal and Interest Account and the Series 2019 Debt Service Reserve Account all amounts required to be deposited in those special funds during said Bond Year, as provided in the Bond Ordinance, any remaining moneys credited to the Marina System Fund may be used for the Acquisition of Improvements or other properties or facilities for the System or for any one or any combination of other lawful purposes as the Town may from time to time determine.

***Budget and Appropriation of Sums.*** The proceeds of the Series 2019 Bonds, together with all sums provided to make the payments specified in the Bond Ordinance are appropriated by the Bond Ordinance for said purposes, and in each year said amounts are to be included in the annual budget and the appropriation ordinance or measures to be adopted or passed by the Council in each year respectively while the Series 2019 Bonds, either as to principal or interest, is Outstanding and unpaid. No provisions of any constitution, charter, statute, ordinance, resolution or other order or measure enacted after the issuance of the Series 2019 Bonds is to in any manner be construed as limiting or impairing the obligation of the Town to keep and perform the covenants contained in the Bond Ordinance so long as the Series 2019 Bonds remain Outstanding and unpaid. Nothing in the Bond Ordinance may prohibit the Council from appropriating other legally available funds of the Town to the Marina System Fund for the purposes thereof.

***Excess Investment Earnings Account.*** The Finance Director is to transfer into and pay from the Excess Investment Earnings Account created by the Bond Ordinance within the Marina System Fund the amount of required arbitrage rebate, if any, due to the federal government under Sections 103 and 148(f)(2) of the Tax Code and regulations promulgated thereunder. The Finance Director is to determine such amounts in the manner required by said sections and related regulations and Section 6.20(b) of the Bond Ordinance. Transfer of the required arbitrage rebate amounts is to be made from the Principal and Interest Account, the Series 2019 Debt Service Reserve Account or any other legally available funds of the Town or the Enterprise; provided, however, that required arbitrage rebate payments are to be made to the federal government from legally available funds regardless of whether there are any remaining proceeds or other funds attributable to the Series 2019 Bonds that are available for the purpose.

All amounts in the Excess Investment Earnings Account, including income earned from investment thereof, are to be held by the Finance Director free and clear of any lien created by the Bond Ordinance, and the Finance Director is to remit the same to the federal government from time to time to the extent required by the Bond Ordinance.

***Surplus Account.*** After the issuance of the Series 2019 Bonds, the Town is to deposit from time to time in the Surplus Account, created within the Marina System Fund pursuant to the Bond Ordinance, legally available monies of the Enterprise, up to the amount of \$\_\_\_\_\_ (the "Maximum Surplus Amount"). The Town is to fund the Surplus Account from one-half of any moneys received by the Enterprise in excess of its annual Operation and Maintenance Expenses and debt service requirements of the Series 2019 Bonds until the Surplus Account is funded to the Maximum Surplus Amount. The Town has no obligation to fund the Surplus Account in any amount from any other sources nor to fund the

Surplus Account beyond the Maximum Surplus Amount or to replenish the Surplus Account in the event of a draw on the Surplus Account. Funds in the Surplus Account are to be applied solely to the timely payment of Debt Service Requirements of the Series 2019 Bonds, the payment of Operation and Maintenance Expenses (as and when deemed necessary by the Town, regardless of amounts on deposit in the Operation and Maintenance Account) and the payment of any Costs of the Project (as and when deemed necessary by the Town after expenditure of all amounts on deposit in the Project Account) to ensure the completion of the Project, and are not to be used or pledged to the payment of any other obligations.

In the event the amounts credited to the Principal and Interest Account and available to pay the Series 2019 Bonds are insufficient to pay the principal of, premium if any, or interest on the Series 2019 Bonds when due and there are moneys available in the Surplus Account, the Town is to transfer to the Principal and Interest Account from the Surplus Account an amount which, when combined with moneys in the Principal and Interest Account, would be sufficient to make such payments when due. Any additional shortcomings after such transfer from the Surplus Account are to be paid from the Series 2019 Debt Service Reserve Account. In the event the amounts in the Principal and Interest Account, the Surplus Account and the Series 2019 Debt Service Reserve Account are insufficient to pay all principal, premium if any, and interest on any due date, the Town is to nonetheless transfer all moneys in the Surplus Account to the Principal and Interest Account and use such moneys for the purpose of making partial payments as described in this Section. Amounts in the Surplus Account are not to be used to redeem Series 2019 Bonds being called pursuant to any optional redemption provisions of the Bond Ordinance, but may be used to pay Series 2019 Bonds coming due as a result of any mandatory sinking fund redemption. Amounts are to be transferred to the Principal and Interest Account from the Surplus Account before any amounts are transferred from the Series 2019 Debt Service Reserve Account.

Moneys credited to the Surplus Account may be invested as provided in the Bond Ordinance. All interest income from the investment or reinvestment of moneys credited to the Surplus Account is to be retained in the Surplus Account. Notwithstanding the preceding, the amount on deposit in the Surplus Account may never exceed the amount of the Maximum Surplus Amount. On each Interest Payment Date, any funds in excess of the Maximum Surplus Amount are to be transferred from the Surplus Account to the Principal and Interest Account.

### **General Administration of Funds**

***Places and Times of Deposits.*** Each of the special funds or accounts created or referred to in the Bond Ordinance are to be maintained as a book account of the Town and all moneys accounted for therein must at all times be either deposited in a Commercial Bank or invested in Permitted Investments. For purposes of such deposits or investments of moneys, nothing in the Bond Ordinance prevents the commingling of moneys accounted for in any two or more such funds or accounts pertaining to the Income. Such funds or accounts are to be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and are to be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes of such funds or accounts. Each periodic payment is to be credited to the proper fund or account not later than the date therefor designated in the Bond Ordinance, except that when any such date is a Saturday, a Sunday or a legal holiday, then such payment is to be made on or before the next preceding business day.

***Investment of Funds.*** Any moneys in any fund or account described in this Appendix A may be invested, re-invested or deposited only in Permitted Investments. Securities or obligations purchased as such investments must either be subject to redemption at any time at face value by the Owner thereof at the option of such Owner or must mature at such time or times as most nearly coincide with the expected need for moneys from the fund or account in question. Securities or obligations so purchased as an

investment of moneys in any such fund or account are to be deemed at all times to be a part of the applicable fund or account; provided that (with the exception of the Series 2019 Debt Service Reserve Account and the Excess Investment Earnings Account) the interest accruing on such investments and any profit realized therefrom is to be credited to the Marina System Fund, and any loss resulting from such investments is to be charged to the particular fund or account in question. Interest and profit realized from investments in the Series 2019 Debt Service Reserve Account is to be credited to the Series 2019 Debt Service Reserve Account; provided that so long as the amount in the Series 2019 Debt Service Reserve Account equals at least the minimum amount specified in the Final Terms Certificate, such interest and profit may be transferred to the Principal and Interest Account and distributed in the same manner as other moneys in the Principal and Interest Account. Any loss resulting from such investments in the Series 2019 Debt Service Reserve Account is to be charged to the Series 2019 Debt Service Reserve Account. The Town is to present for redemption or sale on the prevailing market any securities or obligations so purchased as an investment of moneys in a given fund or account whenever it is necessary to do so in order to provide moneys to meet any required payment or transfer from such fund or account. The Town must not invest any moneys accounted for under the Bond Ordinance if any such investment would contravene the covenant concerning arbitrage in the Bond Ordinance.

### **Priorities; Liens; Issuance of Additional Securities**

***First Lien on Net Pledged Revenues; Equality of Bonds.*** Except as expressly provided in the Bond Ordinance with respect to Parity Bonds and Subordinate Securities, the Net Pledged Revenues are irrevocably pledged and set aside to pay the Debt Service Requirements of the Series 2019 Bonds. The Outstanding Parity Bonds constitute an irrevocable and first lien (but not necessarily an exclusive first lien) upon the Net Pledged Revenues. Any Parity Bonds authorized, issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Pledged Revenues and are not entitled to any priority one over the other in the application of the Net Pledged Revenues regardless of the time or times of the issuance thereof, it being the intention of the Council that there is no priority among Parity Bonds, regardless of the fact that they may be actually issued and delivered at different times.

***Issuance of Additional Parity Bonds.*** Nothing in the Bond Ordinance, except the limitations described in this Section of this Appendix A, prevents the issuance by the Town of additional Parity Bonds payable from the Net Pledged Revenues and constituting a lien on the Net Pledged Revenues on a parity with, but not prior or superior to, the lien thereon of the Series 2019 Bonds; but before any such Parity Bonds are authorized or actually issued the Town must satisfy the following conditions:

(a) **Absence of Default.** At the time of the adoption of the supplemental ordinance or other instrument authorizing the issuance of the Parity Bonds, the Town must not be in default in making any payments required by the Bond Ordinance.

(b) **Historic Revenues Test.**

(i) Except as provided in the Bond Ordinance in the case of additional Parity Bonds issued for the purpose of refunding less than all of the Bonds and other Parity Bonds then outstanding, the Net Pledged Revenues for the last complete Fiscal Year prior to the issuance of the proposed additional Parity Bonds, as certified by the Town Manager, must have been equal to at least 125% of the Maximum Annual Debt Service Requirements of the Parity Bonds then Outstanding and the Parity Bonds proposed to be issued.

(ii) If any adjustment in rates, fees, tolls or charges is made by the Town during such Fiscal Year, the Town Manager is to adjust the calculation of the Net

Pledged Revenues to reflect the amount thereof that would have been received if such adjustment had been in effect throughout such Fiscal Year.

(iii) For purposes of this historic revenues test, when computing the Maximum Annual Debt Service Requirements for any issue of Parity Bonds bearing interest at a variable, adjustable, convertible or other similar rate which is not fixed for the entire term thereof, it is to be assumed that any such securities outstanding at the time of the computation will bear interest during any period, if the interest rate for such periods has not been determined, at a fixed rate equal to the higher of \_\_\_% per annum or the highest interest rate borne during the preceding 24 months by Outstanding securities of the Town (excluding securities issued pursuant Part 1 of Article 3 of Title 29, Colorado Revised Statutes, as amended, or other similar securities) bearing interest at a variable, adjustable, convertible or other similar rate or, if no such securities of the Town are outstanding at the time of the computation, by any similar securities for which the interest rate is determined by reference to an index comparable to that to be utilized in connection with the securities proposed to be issued, or if the interest rate for such period has been determined and is not subject to variation, adjustment or conversion prior to the expiration of such period, at the rate so determined. It is further assumed that any such securities which may be tendered prior to maturity for purchase at the option of the Owner thereof will mature on their stated maturity or mandatory redemption dates.

(iv) In the case of additional Parity Bonds issued for the purpose of refunding less than all of the Bonds and other Parity Bonds then Outstanding, compliance with this historic revenues test is not required so long as the Debt Service Requirements payable as to all Bonds and other Parity Bonds Outstanding after the issuance of such Parity Bonds on each Interest Payment Date do not exceed the Debt Service Requirements payable on all Bonds and other Parity Bonds Outstanding prior to the issuance of such Parity Bonds on such Interest Payment Date.

***Subordinate Securities Permitted.*** Nothing in the Bond Ordinance, except the limitations described under the caption “Priorities; Liens; Issuance of Additional Securities—Supplemental Ordinances”, prevents the Town from issuing Subordinate Securities for any lawful purpose, so long as, at the time of adoption of the supplemental ordinance or other instrument authorizing the issuance of Subordinate Securities, the Town is not in default in making any payments required in connection with any Outstanding Parity Bonds.

***Superior Securities Prohibited.*** The Town agrees in the Bond Ordinance not to issue any Superior Bonds or Superior Securities.

***Supplemental Ordinances.*** Parity Bonds or Subordinate Securities are to be issued only after authorization thereof by ordinance, supplemental ordinance or other instrument of the Council, in substantially the same form as the Bond Ordinance, stating the purpose or purposes of the issuance of such additional Securities, directing the application of the proceeds thereof to such purpose or purposes, directing the execution thereof, and fixing and determining the date, series designation, principal amount, maturity or maturities, maximum rate or rates of interest and prior redemption privileges of the Town with respect thereto, and providing for payments to and from the Marina System Fund in accordance with the Bond Ordinance. All additional Securities are to bear such date, be payable as to principal and interest on the same semiannual dates as the Bonds and be subject to redemption prior to maturity on such terms and conditions, as may be provided, and bear interest at such rate or rates as may be fixed by ordinance, instrument or other document of the Council.



## Covenants

**Rate Maintenance Covenant.** The Town covenants in the Bond Ordinance to prescribe, revise and collect rates, fees and charges for use of the System which would produce Income sufficient, together with any other moneys legally available therefor and credited to the Marina System Fund, to make the payments and accumulations required by the Bond Ordinance; and which would produce Income sufficient, after payment of Operation and Maintenance Expenses, to pay an amount at least equal to 125% of the Combined Annual Debt Service Requirements for the Outstanding Parity Bonds. Such Income remaining after payment of Operation and Maintenance Expenses and the Debt Service Requirements of Outstanding Parity Bonds must also be sufficient to pay 100% of the Combined Annual Debt Service Requirements of all Outstanding Subordinate Securities, plus any amounts required to meet then existing deficiencies pertaining to any fund or account relating to the Net Pledged Revenues or any securities payable therefrom.

The Council covenants to increase rates, fees and charges in such manner and to such extent as to reasonably ensure the payments and accumulations required by the provisions of the Bond Ordinance. If in any year it appears that such rates, fees and charges at any time would not be sufficient to make all of the payments and accumulations required by the Bond Ordinance, the Town is to retain an Independent Rate Consultant to analyze the rate structure and utilization of the Marina System and make a written recommendation concerning any appropriate increases or other changes in such rate structure which would enable the Town to perform its covenants and make all of the payments and accumulations required by the Bond Ordinance. The insufficiency of such rates, fees and charges to make such payments and accumulations would not require any action by the Town to increase rates, fees or charges if, in the opinion of such consultant, the rates, fees and charges being imposed are reasonable and consistent with the maximization of the Net Pledged Revenues. The Town Council, as the governing body of the Enterprise, must promptly review and implement, if reasonably possible, the recommendations of such Independent Rate Consultant. So long as the Town continuously complies with the provisions described in this paragraph, the failure to produce Income annually in an amount sufficient to pay the annual Operation and Maintenance Expenses and 125% of the Combined Annual Debt Service Requirements for the Outstanding Parity Bonds would not constitute an Event of Default under the Bond Ordinance.

**Tax Covenant.** The Town covenants in the Bond Ordinance to and for the benefit of the Owners that it will at all times do and perform the acts and things necessary or desirable to assure that interest paid on the Series 2019 Bonds is to be excluded from gross income for federal income tax purposes. The Town will not make or permit to be made any use of the original proceeds of the Series 2019 Bonds, or of any moneys treated as proceeds of the Series 2019 Bonds under the Tax Code and applicable regulations, rulings and decisions, or take, permit to be taken or fail to take any action which would adversely affect the exclusion from gross income of the interest on the Series 2019 Bonds under the Tax Code and applicable regulations, rulings and decisions. The Mayor, the Clerk and the Finance Director are authorized to execute and deliver all such additional certificates, covenants or agreements as reasonably necessary to implement and comply with the foregoing covenant.

The Town has designated the Series 2019 Bonds as qualified tax exempt obligations within the meaning of Section 265(b)(3) of the Tax Code. The Town covenants that the aggregate face amount of all tax-exempt obligations issued by the Town, together with governmental entities which derive their issuing authority from the Town or are subject to substantial control by the Town, are not reasonably expected to be more than \$10,000,000 during calendar year 2019.

**Other Covenants.** Additional covenants by the Town contained in the Bond Ordinance include provisions relating to operation and management of the System in an efficient and economical manner

and maintenance of reasonable and just rates and charges for services furnished by the System. The Town also covenants not to dispose of any System property except as permitted by the Bond Ordinance. The Town covenants to maintain insurance coverage of the System with responsible insurers or self-insurance programs (to the extent available at reasonable cost), to keep accurate records and accounts for the System, to obtain annual audits of the records and accounts relating to the System (which may be part of the annual audit of the general records and accounts of the Town), so long as any of the Series 2019 Bonds remain Outstanding.

## **Defeasance**

When all Debt Service Requirements of the Series 2019 Bonds have been duly paid, the pledge and lien and all obligations under the Bond Ordinance will thereby be discharged and the Series 2019 Bonds will no longer be deemed to be Outstanding within the meaning of the Bond Ordinance. There would be deemed to be such due payment when the Town has placed in escrow or in trust with a Trust Bank, located within or without the State, cash or Federal Securities in an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to pay all Debt Service Requirements of the Series 2019 Bonds, as the same become due at their maturity date or upon any Redemption Date as of which the Town has exercised or has obligated itself to exercise its option to call the Series 2019 Bonds for prior redemption. The Federal Securities are to become due prior to the respective times at which the proceeds thereof are needed, in accordance with a schedule established and agreed upon between the Town and such bank at the time of the creation of the escrow or trust, or the Federal Securities are to be subject to redemption at the option of the Owner thereof to assure such availability as so needed to meet such schedule. Nothing in the Bond Ordinance is to be construed to prohibit a partial defeasance of the Series 2019 Bonds in accordance with the provisions of the Bond Ordinance.

## **Defaults and Remedies**

*Events of Default.* Each of the following events constitutes an Event of Default under the Bond Ordinance:

- (a) **Nonpayment of Principal.** Payment of the principal of the Series 2019 Bonds or any other Parity Bond is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;
- (b) **Nonpayment of Interest.** Payment of any installment of interest on the Series 2019 Bonds or any other Parity Bond is not made when the same becomes due and payable;
- (c) **Incapacity to Perform.** The Town for any reason becomes incapable of fulfilling its obligations under the Bond Ordinance;
- (d) **Nonperformance of Duties.** The Town fails to carry out and to perform (or in good faith to begin the performance of) all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Income or to the System or otherwise, including, without limitation, the Bond Ordinance or the ordinance authorizing any other issue of Parity Bonds, and such failure continues for 60 days after receipt of notice from the Owners of 25% in aggregate principal amount of the Parity Bonds then Outstanding; provided that if such failure cannot be cured within such 60 days and if during that period corrective action has commenced to remedy such failure and subsequently is diligently pursued by the Town to the completion of such performance, an Event of Default would not be deemed to have occurred;

(e) **Failure to Reconstruct.** The Town discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any essential part of the System which is condemned, destroyed or damaged and is not promptly repaired or replaced (whether such failure to repair the same is due to impracticality of such repair or replacement, or is due to a lack of moneys therefor, or for other reason);

(f) **Appointment of Receiver.** An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the Town, appointing a receiver or receivers for the System or for the Income and any other moneys subject to the lien to secure the payment of the Series 2019 Bonds or any other Parity Bond, or both the System and such moneys, or if any order or decree, having been entered without the consent or acquiescence of the Town, is not vacated or discharged or stayed on appeal within 60 days after entry; and

(g) **Default of Any Provision.** The Town defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions on its part to be performed, contained in the Series 2019 Bonds or any Parity Bond, or in the Bond Ordinance or the ordinance authorizing any issue of Parity Bonds, and if such default continues for 60 days after written notice, specifying such default and requiring the same to be remedied, is given to the Town by the Owners of 25% in aggregate principal amount of the Parity Bonds then Outstanding; provided that if such failure cannot be cured within such 60 days and if during that period corrective action has been commenced to remedy such default and subsequently is diligently pursued to the completion of such performance, an Event of Default would not be deemed to have occurred.

**Remedies for Defaults.** Upon the happening and continuance of any of the Events of Default, as described under the caption “Defaults and Remedies—Events of Default”, then and in every case the Owner or Owners of not less than 25% in aggregate principal amount of the Parity Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the Town and its agents, officers and employees to protect and to enforce the rights of any Owner of Parity Bonds under the Bond Ordinance or the ordinance authorizing any other issue of Parity Bonds by mandatory injunction or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or an operating trustee or for the specific performance of any covenant or agreement contained in the Bond Ordinance or for any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any such Owner or Owners, or to require the Town to act as if it were the trustee of an express trust, or any combination of such remedies or as otherwise may be authorized by any statute or other provision of law. All such proceedings at law or in equity are to be instituted, had and maintained for the equal benefit of all Owners of Parity Bonds then Outstanding. Any receiver or operating trustee appointed in any proceedings to protect the rights of such Owners under the Bond Ordinance or under the ordinance authorizing any other issue of Parity Bonds may collect, receive and apply all Income arising after the appointment of such receiver or operating trustee in the same manner as the Town itself might do. The consent to any such appointment is expressly granted by the Town.

**Rights and Privileges Cumulative.** The failure of any Owner of any Outstanding Parity Bond to proceed in any manner provided in the Bond Ordinance would not relieve the Town or any of its officers, agents or employees of any liability for failure to perform to carry out any duty, obligation or other commitment. Each right or privilege of any such Owner or trustee therefor is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any such Owner would not be deemed a waiver of any other right or privilege thereof. Each such Owner is entitled to all of the privileges, rights and remedies provided or permitted in the Bond Ordinance and as

otherwise provided or permitted by law or in equity or by statute, except as otherwise provided in the Bond Ordinance, and subject to the applicable provisions concerning the Income and the proceeds of the Series 2019 Bonds. Nothing in the Bond Ordinance affects or impairs the right of any such Owner to enforce the payment of the Debt Service Requirements due in connection with such Owner's Securities or the obligation of the Town to pay the Debt Service Requirements of each Security to the Owner thereof at the time and the place expressed in such Security.

***Duties upon Default.*** Upon the happening of any of the Events of Default as described under the caption "Defaults and Remedies—Events of Default", the Town, in addition, will do and perform all proper acts on behalf of and for the Owners of the Outstanding Parity Bonds to protect and to preserve the security pledged for the payment of their Parity Bonds and to ensure the payment of the Debt Service Requirements promptly as the same become due. During any period of default, so long as any Parity Bonds, as to any Debt Service Requirements, are Outstanding, except to the extent it may be unlawful to do so, all Net Pledged Revenues are to be paid into the Principal and Interest Account on an equitable and prorated basis, and used for the purposes therein provided. If the Town fails or refuses to proceed as described in this Section, the Owner or Owners of not less than 25% in aggregate principal amount of the Parity Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Outstanding Parity Bonds as hereinabove described; and to that end any such Owners of the Outstanding Parity Bonds are subrogated to all rights of the Town under any agreement or contract involving the Net Pledged Revenues entered into prior to the effective date of the Bond Ordinance or thereafter while any of the Parity Bonds are Outstanding. Nothing in the Bond Ordinance requires the Town to proceed as described in this Section if it determines in good faith and without any abuse of its discretion that if it so proceeds it is more likely than not to incur a net loss rather than a net gain or that such action is likely to affect materially and prejudicially the Owners of any Outstanding Parity Bonds.

### **Amendment of Bond Ordinance**

***Amendments of Ordinance Not Requiring Consent of Parity Bond Owners.*** The Town may, without the consent of, or notice to, the Owners of the Outstanding Parity Bonds, adopt ordinances amendatory or supplemental to the Bond Ordinance (which amendments or supplements will thereafter form a part of the Bond Ordinance) for any one or more or all of the following purposes:

- (a) to cure or correct any formal defect, ambiguity or inconsistent provision contained in the Bond Ordinance;
- (b) to appoint successors to the Paying Agent, Registrar or Transfer Agent;
- (c) to designate a trustee for the Owners of the Outstanding Parity Bonds, to transfer custody and control of the Income to such trustee, and to provide for the rights and obligations of such trustee;
- (d) to add to the covenants and agreements of the Town or the limitations and restrictions on the Town set forth in the Bond Ordinance;
- (e) to pledge additional revenues, properties or collateral to the payment of the Outstanding Parity Bonds;
- (f) to cause the Bond Ordinance to comply with the Trust Indenture Act of 1939, as amended from time to time; or

(g) to effect any such other changes to the Bond Ordinance which do not materially adversely affect the interests of the Owners of the Outstanding Parity Bonds.

The Owners are to receive notice of the adoption of any amendment pursuant to this Section.

***Amendment of Bond Ordinance Requiring Consent of Owners.*** Exclusive of the amendatory ordinances described in the immediately preceding Section, the Bond Ordinance may be amended or modified by ordinances or other instruments duly adopted by the Council, without receipt by it of any additional consideration, but with the written consent of the Owners of 66% in aggregate principal amount of the Parity Bonds then Outstanding at the time of the adoption of such amendatory ordinance; provided that no such amendatory ordinance may permit, without the consent of the Owner of the Parity Bond or Bonds affected thereby:

(a) **Changing Payment.** A change in the maturity or in the terms of redemption of the principal of any Parity Bond or any installment of interest thereon;

(b) **Reducing Return.** A reduction in the principal amount of any Parity Bond or the rate of interest thereon;

(c) **Prior Lien.** The creation of a lien upon or a pledge of revenues ranking prior to the lien or to the pledge created by this Ordinance;

(d) **Modifying Amendment Terms.** A reduction of the principal amount or percentages of the Outstanding Parity Bonds, or any modification otherwise affecting the description of any Parity Bonds, or otherwise changing the consent of the Owners of Parity Bonds, which may be required for any amendment to the Bond Ordinance;

(e) **Priorities Between Issues of Parity Bonds.** The establishment of priorities as between the Series 2019 Bonds or any other Parity Bonds under the provisions of this Ordinance or any other ordinance authorizing Parity Bonds; or

(f) **Partial Modification.** Any modifications otherwise materially and prejudicially affecting the rights or privileges of the Owners of less than all of the Parity Bonds then Outstanding.

Whenever the Council proposes to amend or modify the Bond Ordinance under the provisions described in this Section, it must give notice of the proposed amendment by mailing such notice to the Owners or to any successor thereof known to the Town Clerk and to all Owners of Parity Bonds, if applicable, and to the Owners at the addresses appearing on the registration books of the Town, or by electronic means to DTC or its successors. Such notice must briefly set forth the nature of the proposed amendment and state that a copy of the proposed amendatory ordinance or other instrument is on file in the office of the Town Clerk for public inspection.

**APPENDIX B**

**PROPOSED FORM OF OPINION OF  
KUTAK ROCK LLP, BOND COUNSEL**

February \_\_, 2019

Town of Frisco  
Frisco, Colorado

George K. Baum & Co.  
Denver, Colorado

**\$5,630,000\***  
**Town of Frisco, Colorado,**  
**acting by and through its Marina Enterprise,**  
**Marina Enterprise Revenue Bonds**  
**Series 2019**

Ladies and Gentlemen:

We have been engaged by the Town of Frisco, Colorado (the “Town”) to act as bond counsel in connection with the issuance of the above bonds (the “Series 2019 Bonds”). The Series 2019 Bonds are being issued by the Town, acting by and through its Marina Enterprise (the “Enterprise”), pursuant to Town Ordinance No. \_\_ (the “Bond Ordinance”), as supplemented by a Final Terms Certificate dated February \_\_, 2019 (the “Final Terms Certificate”). The Bond Ordinance, as supplemented by the Final Terms Certificate, is referred to herein as the “Ordinance.” Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Ordinance.

In our capacity as bond counsel, we have examined the Constitution and the laws of the State of Colorado (the “State”), the home rule charter (the “Charter”) of the Town, and the regulations, rulings and judicial decisions relevant to the opinions set forth in paragraph 2 below; the transcript of the proceedings relating to the issuance of the Series 2019 Bonds; the Ordinance, and such other certificates, documents, opinions and papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certifications in the transcript of proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon and in reliance on the foregoing, we are of the opinion, under existing law and as of the date hereof, that:

1. The Series 2019 Bonds have been duly authorized, executed and delivered by the Town under the laws of the State of Colorado now in force and are valid and binding special and limited obligations of the Town, acting by and through the Enterprise, payable on the terms, and subject to the conditions, stated in the Ordinance, and enforceable according to their terms except to the extent such enforcement is limited by the bankruptcy laws of the United States of America, by the reasonable exercise of the sovereign police power of the State of Colorado, and by the exercise of the powers delegated to the United States of America by the federal constitution.

---

\* Preliminary; subject to change

2. Under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Also, because the Series 2019 Bonds have been designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, in the case of certain banks, thrift institutions or other financial institutions owning the Series 2019 Bonds, a deduction is allowed for 80% of that portion of such institutions’ interest expense allocable to the Series 2019 Bonds.

3. Under Colorado statutes existing on the date hereof, to the extent interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes, interest on the Series 2019 Bonds is excludable from gross income for State of Colorado income tax purposes and from the calculation of Colorado alternative minimum tax.

The opinions expressed in numbered paragraphs (2) and (3) assume the accuracy of the Town’s representations and compliance by the Town of the covenants designed to satisfy the requirements of the Code that must be satisfied subsequent to the issuance of the Series 2019 Bonds. The Town has covenanted to comply with all such requirements. The failure to comply with certain of such requirements may cause interest on the Series 2019 Bonds to be included in gross income for federal and state income tax purposes retroactive to the date of issuance of the Series 2019 Bonds. We express no opinion regarding other federal or state tax consequences arising with respect to the Series 2019 Bonds.

We express no opinion herein with respect to the accuracy, completeness or sufficiency of any documents prepared or used or statements made in connection with the offering or sale of the Series 2019 Bonds.

This opinion is delivered based and in reliance upon our examination of the laws, documents and other items specifically described in the second paragraph hereof on the date hereof and we have no obligation to supplement or update this opinion based on or with respect to changes in such laws, documents or other items or with respect to any other event that occurs after the date hereof. The opinions expressed in this letter are given as of the date hereof, and we assume no obligation to update, revise or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

**APPENDIX C**

**AUDITED COMPREHENSIVE ANNUAL  
FINANCIAL REPORT OF THE TOWN  
AS OF DECEMBER 31, 2017**



## APPENDIX D

### BOOK-ENTRY-ONLY SYSTEM

*The information in this Appendix concerning The Depository Trust Company (“DTC”) and DTC’s book entry-only system has been obtained from DTC, and the Town and the Underwriter take no responsibility for the accuracy thereof.*

DTC will act as securities depository for the Series 2019 Bonds. The Series 2019 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered bond certificate will be issued for the Series 2019 Bonds, as set forth on the Cover Page hereof, in the aggregate principal amount of each maturity of the Series 2019 Bonds and deposited with DTC.

DTC, the world’s largest securities depository, is a limited purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation and Emerging Markets Clearing Corporation, (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others both as U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has S&P Global Ratings highest rating: “AAA.” The rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of the Series 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2019 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2019 Certificate (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2019 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2019 Bonds, except in the event that use of the book entry system for the Series 2019 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2019 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may

be requested by an authorized representative of DTC. The deposit of Series 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of Series 2019 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2019 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants remain responsible for keeping accounts of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2019 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2019 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2019 Certificate documents. For example, Beneficial Owners of the Series 2019 Bonds may wish to ascertain that the nominee holding the Series 2019 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2019 Bonds within the issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2019 Bonds unless authorized by a Direct Participant on accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Town as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2019 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2019 Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Town or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners are governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the Town, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other name as may be requested by an authorized representative of DTC) is the responsibility of the Town or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2019 Bonds at any time by giving reasonable notice to the Town or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

## APPENDIX E

### ECONOMIC AND DEMOGRAPHIC INFORMATION

This portion of the Official Statement contains general information concerning historic economic and demographic conditions in the Town of Frisco, Colorado (the “Town”) and surrounding Summit County (the “County”). It is intended only to provide prospective investors with general information regarding the Town’s community. The information was obtained from the sources indicated and is limited to the time periods indicated. The information is historic in nature; it is not possible to predict whether the trends shown will continue in the future. The Town makes no representation as to the accuracy or completeness of data obtained from parties other than the Town.

#### Population

The following table sets forth population statistics for the Town, the County and the State of Colorado (the “State”).

<b>Population</b>					
<b>Year</b>	<b>Town of Frisco</b>	<b>Percent Change</b>	<b>Summit County</b>	<b>Percent Change</b>	<b>Colorado</b>
1970	471	--	2,665	--	2,207,259
1980	1,221	159.24%	8,848	232.01%	2,889,964
1990	1,601	31.12	12,881	45.58	3,294,394
2000	2,443	52.59	23,548	82.81	4,301,261
2010	2,683	9.82	27,994	18.88	5,029,196
2017 <sup>1</sup>	3,123	16.40	30,555	9.15	5,609,445

<sup>1</sup> Estimate.

Source: U.S. Department of Commerce, Bureau of the Census, and Colorado Division of Local Government, Demography Section

#### Income

The following tables set forth historical median household effective buying income, the percentage of households by classification of effective buying income (“EBI”) levels, and the per capita personal income levels in the County, the State and the United States.

<b>Median Household Effective Buying Income<sup>1</sup></b>					
	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Summit County	\$49,972	\$50,798	\$55,722	\$57,326	\$62,337
Colorado	47,469	49,949	52,345	54,718	57,732
United States	43,715	45,448	46,738	48,043	50,620

<sup>1</sup> As calculated on January 1 of each year.

Source: The Nielsen Company, Site Reports, 2014-2017; Environics Analytics, *Spotlight Claritas Reports* 2018

**Percent of Households by  
Effective Household Income Groups—2018<sup>1</sup>**

	<b>Less Than \$25,000</b>	<b>\$25,000- \$49,999</b>	<b>\$50,000- \$99,999</b>	<b>\$100,000- \$149,999</b>	<b>\$150,000 or more</b>
Summit County	13.25%	25.67%	37.97%	13.99%	9.12%
Colorado	17.39	25.73	36.41	12.21	8.27
United States	22.30	27.12	33.92	9.67	6.97

<sup>1</sup> As calculated on January 1. Totals may not equal 100% due to rounding.  
Source: Environics Analytics, *Spotlight Claritas Reports* 2018

**Per Capita Personal Income**

	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Summit County	\$46,583	\$49,510	\$53,351	\$56,680	\$58,386
Colorado	45,089	46,824	49,952	51,876	51,999
United States	44,282	44,493	46,494	48,451	49,246

Source: Colorado Division of Local Government, Demographic Section

**Housing Stock**

The following table sets forth a comparison of households within the Town and the County.

	<b>Housing Units</b>		
	<b>2000</b>	<b>2010</b>	<b>2017<sup>1</sup></b>
Frisco (Town of)	2,727	3,117	3,494
Summit County	24,201	29,842	31,185

<sup>1</sup> Estimate.

Source: U.S. Department of Commerce, Bureau of the Census and the Colorado Department of Local Affairs

## School Enrollment

The following table presents a five-year history of enrollment for Summit County School District RE-1, the primary school district serving the Town.

### Summit County School District RE-1

Year	Enrollment
2013/2014	3,287
2014/2015	3,345
2015/2016	3,506
2016/2017	3,557
2017/2018	3,592

Source: Colorado Department of Education

## Building Permit Activity

Set forth in the following tables are historical building permit activity for the Town.

### History of Building Permit Activity

Year	Residential		Commercial		All Permits Issued	
	Permits	Valuation	Permits	Valuation	Permits	Valuation
2013	52	\$5,243,505	56	\$12,082,932	322	\$20,169,914
2014	64	8,531,681	54	11,167,591	315	24,701,320
2015	63	5,862,467	56	16,224,941	416	26,901,609
2016	26	3,127,906	55	5,171,561	363	11,553,326
2017	37	4,131,910	45	12,608,995	346	19,659,029
2018 <sup>1</sup>	50	9,960,678	34	11,962,868	352	28,252,584

<sup>1</sup> Building permits issued through September 30, 2018.  
Source: Community Development Department

## Foreclosure Activity

The following table sets forth the number of foreclosures filed within the County over the past five years.

### History of Foreclosures—Summit County

Year	Foreclosures Filed	Percent Change
2013	1,543	--
2014	1,627	5.44%
2015	1,845	13.40
2016	[ ]	
2017	[ ]	
2018 <sup>1</sup>	[ ]	--

<sup>1</sup> Foreclosures filed through \_\_\_\_\_, 2018. [*Kutak requested from County*]  
Source: Summit County Public Trustee Office

## Retail Sales

The following table sets forth retail sales figures as reported by the state for the Town, the County and the State.

### Retail Sales

Year	Town of Frisco	Percent Change	Summit County	Town as Percentage of County	Colorado
2011	\$313,520,264	--	\$1,407,965,253	22.27%	\$154,697,942,972
2012	316,109,335	0.83%	1,434,784,796	22.03	164,387,648,458
2013	323,195,918	2.24	1,548,986,277	20.86	172,784,033,081
2014	365,444,949	13.07	1,694,512,298	21.57	182,709,977,954
2015 <sup>1</sup>	416,975,200	14.10	1,846,077,634	22.59	182,845,695,387

<sup>1</sup> According to the Department of Revenue, the department is currently experiencing a system problem that prevents the Retail Sales Reports from being produced and are working to resolve the issue as soon as possible. Currently, the most recent available is 2015.

Source: State of Colorado, Department of Revenue, Sales Tax Statistics, 2011-2015

## Employment

The following tables set forth employment statistics by industry and the most recent historical labor force estimates for the County.

### Total Business Establishments and Employment—Summit County

Industry <sup>1</sup>	First Quarter 2017		First Quarter 2018		Quarterly Change	
	Units	Employment	Units	Employment	Units	Employment
Agriculture, Forestry, Fishing and Hunting	4	13	4	13	0	0
Mining <sup>2</sup>	--	--	--	--	--	--
Utilities <sup>2</sup>	--	--	--	--	--	--
Construction	348	1,031	358	1,089	10	58
Manufacturing	27	173	29	200	2	27
Wholesale Trade	69	188	75	188	6	0
Retail Trade	291	3,141	285	3,075	(6)	(66)
Transportation and Warehousing	33	411	34	420	1	9
Information	29	170	29	182	0	12
Finance and Insurance	59	246	71	255	12	9
Real estate and Rental and Leasing	307	1,295	316	1,299	9	4
Professional and Technical Services	306	652	318	670	12	18
Management of Companies and Enterprises	17	24	22	32	5	8
Administrative and Waste Services	159	773	165	803	6	30
Educational Services	22	198	25	212	3	14
Health Care and Social Assistance	106	1,355	116	1,345	10	(10)
Arts, Entertainment and Recreation	53	2,462	51	2,662	(2)	200
Accommodation and Food Services	240	8,667	241	8,765	1	98
Other Services, Except Public Administration	150	561	143	546	(7)	(15)
Non-classifiable	0	0	0	0	0	0
Government	34	2,451	34	2,433	0	(18)
Total	<u>2,264</u>	<u>23,978</u>	<u>2,325</u>	<u>24,328</u>	<u>61</u>	<u>350</u>

<sup>1</sup> Information provided herein reflects only those employers who are subject to state unemployment insurance law.

<sup>2</sup> Information suppressed due to confidentiality.

Source: Colorado Department of Labor and Employment, Labor Market Information, Quarterly Census of Employment and Wages ("QCEW") Colorado

### Labor Force Estimates

Year	Summit County		Colorado	
	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed
2013	19,350	5.0%	2,767,153	6.9%
2014	20,062	3.4	2,799,491	5.0
2015	20,553	2.5	2,824,759	3.9
2016	21,120	2.1	2,893,268	3.3
2017	22,008	1.9	2,992,307	2.8
2018 <sup>1</sup>	22,969	2.0	3,072,985	2.9

<sup>1</sup> Labor force estimates through July 31, 2018.

Source: State of Colorado, Division of Employment and Training, Labor Market Information, *Colorado Labor Force Review*

Selected major employers in the Summit County area are set forth in the following table. No independent investigation has been made of and no representation is made herein, as to the stability or financial condition of the listed entities, or the likelihood they will maintain their status as major employers in the area.

**Selected Major Employers in Summit County**

Major Employers	Product or Service	Estimated Number of Employees
Breckenridge Resort	Mountain Resort	1000-4999
Copper Mountain Resort	Mountain Resort	1000-4999
Keystone Resort	Mountain Resort	1000-4999
Everist Materials LLC		500-999
Summit School District RE-1	Education	503
Summit County	County Government	496
Village at Breckenridge	Retail	250-499
Beaver Run Resort & Conference	Resort and Conference Center	250-499
Grand Timber Lodge	Hotel	250-499
Breckenridge (Town of)	Town Government	100-249

Source: Summit County 2017 audited financials, as provided by the Colorado Department of Labor and Employment - LMI Gateway

**Tourism and Recreation**

Year-round tourism and skiing-related businesses account for a significant portion of the employment and earned income of area residents.

*The Ski Industry in the State.* Colorado Ski Country USA (“CSCUSA”), is the not-for-profit trade association representing 24 of Colorado’s 34 ski and snowboard resorts. Among the areas not included in CSCUSA’s statistics are the Vail Resorts and its four ski areas of Vail, Beaver Creek, Keystone and Breckenridge. On June 11, 2018, CSCUSA reported that total skier visits at its 24 member resorts totaled \$7.1 million in the 2017/2018 season. Although skier visits were down approximately 2% from the 2016/2017 season, the total is just slightly ahead of the five-year average.

*Summit County Ski Areas.* Summit County is home to four ski areas: Arapahoe Basin, Breckenridge, Copper Mountain, and Keystone. Arapahoe Basin opened in 1946 and is the oldest ski area in the County. With a base elevation of 10,780 feet and average snowfall of 350 inches, it is usually among the first ski areas in the State to open in mid-October and frequently does not close for the summer until early to mid-June. Breckenridge and Keystone are part of the Vail Resorts, Inc. family of ski areas. Breckenridge offers skiing and snowboarding on more than 2,900 acres spread across five interconnected mountains (Peaks 6, 7, 8, 9 and 10). Vail Resorts, Inc. no longer provides figures for individual ski areas, but informal estimates place Breckenridge among the top two most visited ski areas in the United States with an estimated 1.6 million annual skier visits. Keystone, the largest ski area in the County, boasts three peaks (Dercum Mountain, North Peak and the Outback), a terrain park with a dedicated chair lift, and Cat skiing in Independence, Erickson and Bergman Bowls, with informal estimates placing Keystone at number four in the United States with an estimated 1 million annual skier visits. Keystone also has the largest night skiing operation in Colorado. Copper Mountain, owned by the private Powdr Corporation, offers visitors over 2,400 acres of terrain for skiing and snowboarding and 25 kilometers of cross country ski trails. Copper Mountain is also home to Woodward Copper, a year-round camp offering programs which include snowboard, freeski, skateboard, BMX, freestyle MTB, scooter and cheer.



The Frisco Nordic Center has 43 kilometers of groomed classic and skate-skiing trails with 18 kilometers of snowshoe trails that traverse along the shores of Lake Dillon.

*Summer Activities.* Although best known for its winter activities, the County is a popular summer destination, with opportunities for camping, hiking, biking, horseback riding, fly fishing, golfing, sailing and boating. Lake Dillon and Green Mountain Reservoir are located in the County. Lake Dillon, at an elevation of 9,000 feet, boasts the highest yacht club in the United States and has marinas in the Towns of Dillon and Frisco. Green Mountain Reservoir allows recreational vehicles and activities such as water skiing, jet skiing and is also a popular site for windsurfing.

For summer visitors seeking a convenient option for hiking, biking and fishing, the Blue River Trail meanders through Summit County. This paved pedestrian and bike path provides some of the most spectacular views of the Blue River. The trail also offers numerous public fishing access points to the Blue River, a Gold Medal Fishing Stream. Furthermore, the trail provides bicycle and pedestrian access via connected trails to the Town of Dillon; Keystone Ski Area; Copper Mountain through the Tenmile Canyon; and the Town of Vail over Vail Pass. The Eagles Nest Wilderness Area offers over 133,000 acres for hiking and horseback riding in the mountains of the Gore Range. Access points to the area's approximately 180 miles of trails are in the Towns of Silverthorne and Frisco within the County.

## APPENDIX F

### PROPOSED FORM OF LIMITED CONTINUING DISCLOSURE UNDERTAKING

This Limited Continuing Disclosure Undertaking (this “Undertaking”) is executed and delivered, as of February \_\_, 2019, by the Town of Frisco, Colorado, acting by and through its Marina Enterprise (the “Town”), in connection with the issuance of its \$5,630,000\* Marina Enterprise Revenue Bonds, Series 2019 (the “Series 2019 Bonds”), dated as of the date of delivery. The Series 2019 Bonds are being issued pursuant to Town Ordinance No. \_\_ (the “Ordinance”) authorizing the issuance of the Series 2019 Bonds. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Ordinance.

In consideration of the purchase of such Series 2019 Bonds by the owners thereof, the Town hereby covenants and agrees as follows:

**Section 1. Purpose of this Undertaking.** This Undertaking is executed and delivered by the Town as of the date set forth above, for the benefit of the owners (the “Bondowners”) of the Series 2019 Bonds and in order to assist the Participating Underwriter (as defined below) in complying with the requirements of the Rule (as defined below). The Town represents that it will be the only “obligated person” (as defined in the Rule) with respect to the Series 2019 Bonds at the time the Series 2019 Bonds are delivered to the Participating Underwriter and that no other person is expected to become an obligated person at any time after the issuance of the Series 2019 Bonds.

**Section 2. Definitions.** The terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires.

“*Annual Financial Information Disclosure*” means the dissemination of the Audited Financial Statements as set forth in Section 4 hereof.

“*Audited Financial Statements*” means the audited financial statements of the Town.

“*Commission*” means the Securities and Exchange Commission.

“*Dissemination Agent*” means any agent designated as such in writing by the Town and which has filed with the Town a written acceptance of such designation, and such agent’s successors and assigns.

“*EMMA*” means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Material Event*” means the occurrence of any of the events with respect to the Series 2019 Bonds set forth in Exhibit I.

“*Material Events Disclosure*” means dissemination of a notice of a Material Event as set forth in Section 6 hereof.

“*MSRB*” means the Municipal Securities Rulemaking Board.

---

\* Preliminary; subject to change

“*Participating Underwriter*” means each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Series 2019 Bonds.

“*Prescribed Form*” means, with regard to the filing of Audited Financial Statements and notices of Material Events with the MSRB at [www.emma.msrb.org](http://www.emma.msrb.org) (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

“*Rule*” means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“*State*” means the State of Colorado.

“*Undertaking*” means the obligations of the Town pursuant to Sections 4 and 6 hereof.

**Section 3. CUSIP Number.** For reference purposes, the base CUSIP<sup>1, ©</sup> number of the Series 2019 Bonds is \_\_\_\_\_.

**Section 4. Annual Financial Information Disclosure.** Pursuant to subsection (d)(2) of the Rule and subject to Section 9 hereof, the Town hereby covenants to deliver its Audited Financial Statements in the Prescribed Form to the MSRB at least annually, but no later than 240 days following the completion of the Town’s fiscal year. It shall be sufficient if the Town provides to the MSRB any or all of the Annual Financial Information Disclosure by specific reference to documents previously provided to the MSRB or the Commission and, if such document is a final official statement within the meaning of the Rule, available from the MSRB.

**Section 5. Identity of Person from Which Information Can be Obtained.** The name, address and telephone number of the person from which the Annual Financial Information Disclosure referenced above may be obtained is:

Bonnie Moinet\*  
Town of Frisco, Colorado  
1 East Main Street  
P.O. Box 4100  
Frisco, Colorado 80443  
bonniem@townoffrisco.com  
Phone number: 970-668-9138

\* The individual acting in said capacity may change from time to time without further amendment to this Undertaking.

**Section 6. Material Events Disclosure.** Subject to Section 9 hereof, the Town hereby covenants that it will disseminate in a timely manner, not in excess of 10 business days after the occurrence of the event, Material Events Disclosure to the MSRB in the Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Series 2019 Bonds or defeasance of any Series 2019 Bonds need not be given under this Undertaking any earlier than the notice (if any) of such redemption or defeasance is given to the owners of the Series 2019 Bonds pursuant to the Ordinance.

---

<sup>1</sup> The Town takes no responsibility for the accuracy of the CUSIP numbers, which are included solely for the convenience of owners of the Series 2019 Bonds.

© Copyright 2018 CUSIP Global Services. CUSIP is a registered trademark of the American Bankers Association. CUSIP Global Services is managed on behalf of the American Bankers Association by S&P Capital IQ.

**Section 7. Duty to Update EMMA/MSRB.** The Town shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB's e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB, for purposes of Town compliance with the Rule.

**Section 8. Amendments; Waiver.** Notwithstanding any other provision of this Undertaking, the Town may amend this Undertaking, and any provision of this Undertaking may be waived, if:

(i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Town or type of business conducted;

(ii) This Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) The amendment or waiver does not materially impair the interests of the Bondowners of the Series 2019 Bonds, as determined either by parties unaffiliated with the Town (such as the Paying Agent) or by an approving vote of the Bondowners of the Series 2019 Bonds holding a majority of the aggregate principal amount of the Series 2019 Bonds (excluding Series 2019 Bonds held by or on behalf of the Town or its affiliates) pursuant to the terms of the authorizing ordinance at the time of the amendment; or

(iv) The amendment or waiver is otherwise permitted by the Rule.

**Section 9. Termination of Undertaking.** The Undertaking of the Town shall be terminated hereunder when the Town shall no longer have any legal liability for any obligation on or relating to the repayment of the Series 2019 Bonds. The Town shall give notice to the MSRB in a timely manner and in the Prescribed Form if this Section is applicable.

**Section 10. Dissemination Agent.** The Town may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

**Section 11. Additional Information.** Nothing in this Undertaking shall be deemed to prevent the Town from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Material Event, in addition to that which is required by this Undertaking. If the Town chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Undertaking, the Town shall not have any obligation under this Undertaking to update such information or include it in any future disclosure or notice of the occurrence of a Material Event.

**Section 12. No Event of Default.** Any failure by the Town to perform in accordance with this Undertaking shall not constitute an Event of Default under the Ordinance, and the rights and remedies provided by the Ordinance upon the occurrence of an Event of Default shall not apply to any such failure. If the Town fails to comply with this Undertaking, any Owner of a Series 2019 Bond may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Town to comply with its obligations hereunder.

**Section 13. Beneficiaries.** This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the Town, the Dissemination Agent, if any, the Paying Agent and the Bondowners of the Series 2019 Bonds, and shall create no rights in any other person or entity.

**Section 14. Assignment.** The Town shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the Town under this Undertaking or to execute a continuing disclosure undertaking under the Rule.

**Section 15. Governing Law.** This Undertaking shall be governed by the laws of the State.

[Remainder of Page Left Intentionally Blank]

## **EXHIBIT I**

### **EVENTS WITH RESPECT TO THE SERIES 2019 BONDS FOR WHICH MATERIAL EVENTS DISCLOSURE IS REQUIRED**

1. Principal and interest payment delinquencies
2. Nonpayment-related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to rights of security holders, if material
8. Certificate calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Town \*
13. The consummation of a merger, consolidation or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional Paying Agent or the change of name of a Paying Agent, if material

---

\* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Town in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town.

---

**TOWN OF FRISCO, COLORADO**

acting by and through its

**MARINA ENTERPRISE**

**SERIES 2019 MARINA ENTERPRISE REVENUE BOND ORDINANCE**

Relating to

**Marina Enterprise Revenue Bonds,  
Series 2019**

**in an aggregate principal  
amount not to exceed \$6,000,000**

TABLE OF CONTENTS

Page

ARTICLE I  
DEFINITIONS AND CONSTRUCTION

Section 1.01. Definitions..... 1  
Section 1.02. Construction..... 8

ARTICLE II  
THE SERIES 2019 BONDS

Section 2.01. Authorization; Election to Apply Supplemental Public Securities Act ..... 8  
Section 2.02. Series 2019 Bonds Details ..... 9  
Section 2.03. Form of Series 2019 Bonds..... 11  
Section 2.04. Series 2019 Bonds Equally Secured With Other Parity Bonds ..... 19  
Section 2.05. Special Obligations ..... 19

ARTICLE III  
FUNDS AND ACCOUNTS

Section 3.01. Project Account..... 20  
Section 3.02. Marina System Fund ..... 20  
Section 3.03. Operation and Maintenance Account..... 21  
Section 3.04. Principal and Interest Account..... 21  
Section 3.05. Series 2019 Debt Service Reserve Account..... 22  
Section 3.06. Termination of Deposits ..... 23  
Section 3.07. Payment of Subordinate Securities ..... 23  
Section 3.08. Use of Remaining Revenues..... 24  
Section 3.09. Budget and Appropriation of Sums ..... 24  
Section 3.10. Excess Investment Earnings Account..... 24  
Section 3.11. Surplus Account..... 24

ARTICLE IV  
GENERAL ADMINISTRATION OF FUNDS

Section 4.01. Places and Times of Deposits ..... 26  
Section 4.02. Investment of Funds..... 26  
Section 4.03. No Liability for Losses Incurred in Performing Terms of Ordinance ..... 26  
Section 4.04. Character of Funds..... 27  
Section 4.05. Accelerated Payments Optional..... 27

ARTICLE V  
PRIORITIES; LIENS; ISSUANCE OF ADDITIONAL SECURITIES

Section 5.01. First Lien on Net Pledged Revenues; Equality of Bonds ..... 27  
Section 5.02. Issuance of Additional Parity Bonds..... 27  
Section 5.03. Effect of Certification of Revenues ..... 28  
Section 5.04. Subordinate Securities Permitted..... 29



Section 5.05.	Superior Securities Prohibited .....	29
Section 5.06.	Supplemental Ordinances .....	29

ARTICLE VI  
COVENANTS

Section 6.01.	Rate Maintenance Covenant .....	29
Section 6.02.	Collection of Charges .....	30
Section 6.03.	Competent Management .....	30
Section 6.04.	Performance of Duties .....	30
Section 6.05.	Costs of Issuance of Series 2019 Bonds and of Performance.....	30
Section 6.06.	Contractual Obligations .....	31
Section 6.07.	Further Assurances.....	31
Section 6.08.	Conditions Precedent .....	31
Section 6.09.	Efficient Operation and Maintenance .....	31
Section 6.10.	Records and Accounts.....	31
Section 6.11.	Rules, Regulations and other Details .....	31
Section 6.12.	Payment of Governmental Charges .....	32
Section 6.13.	Protection of Security .....	32
Section 6.14.	Accumulation of Interest Claims .....	32
Section 6.15.	Prompt Payment of Series 2019 Bonds .....	32
Section 6.16.	Use of Principal and Interest Account, Series 2019 Debt Service Reserve Account and Surplus Account .....	33
Section 6.17.	Additional Securities.....	33
Section 6.18.	Other Liens.....	33
Section 6.19.	Surety Bonds.....	33
Section 6.20.	Federal Income Tax Covenants and Representations .....	33
Section 6.21.	Disposition of Property.....	34
Section 6.22.	Loss from Condemnation.....	34
Section 6.23.	Inspection of Records .....	34
Section 6.24.	Audits Required .....	34
Section 6.25.	Insurance and Reconstruction .....	34

ARTICLE VII

DEFEASANCE.....	35
-----------------	----

ARTICLE VIII  
DEFAULTS AND REMEDIES

Section 8.01.	Events of Default .....	36
Section 8.02.	Remedies for Defaults.....	37
Section 8.03.	Rights and Privileges Cumulative.....	37
Section 8.04.	Duties Upon Default .....	37
Section 8.05.	Evidence of Security Owners.....	38

ARTICLE IX  
AMENDMENT OF ORDINANCE

Section 9.01.	Amendments of Ordinance Not Requiring Consent of Parity Bond Owners	39
Section 9.02.	Amendment of Ordinance Requiring Consent of Owners .....	39
Section 9.03.	Time for and Consent to Amendment.....	40
Section 9.04.	Unanimous Consent .....	41
Section 9.05.	Exclusion of Securities .....	41
Section 9.06.	Notation on Series 2019 Bonds.....	41
Section 9.07.	Proof of Instruments and Bonds .....	41

ARTICLE X  
MISCELLANEOUS

Section 10.01.	Sale of Series 2019 Bonds .....	41
Section 10.02.	Character of Agreement.....	42
Section 10.03.	No Pledge of Property.....	42
Section 10.04.	Statute of Limitations.....	42
Section 10.05.	Delegated Duties .....	42
Section 10.06.	Successors .....	43
Section 10.07.	Rights and Immunities .....	43
Section 10.08.	Ratification.....	44
Section 10.09.	Facsimile Signatures .....	44
Section 10.10.	Ordinance Irrepealable.....	44
Section 10.11.	Repealer of Measures.....	44
Section 10.12.	Severability .....	44
Section 10.13.	Effective Date .....	44
Section 10.14.	Publication by Reference .....	44
Section 10.15.	Disposition of Ordinance .....	44

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 19-01**

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE TOWN OF FRISCO, ACTING BY AND THROUGH ITS MARINA ENTERPRISE, OF MARINA ENTERPRISE REVENUE BONDS, SERIES 2019, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,000,000, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS TO THE MARINA FACILITIES OPERATED BY THE TOWN PRESCRIBING THE FORM OF SUCH SERIES 2019 BONDS AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH

WHEREAS, the Town of Frisco, Colorado (the “Town”) is a home rule municipality duly organized and existing pursuant to the home-rule charter of the Town (the “Charter”) and Article XX of the Constitution (the “Constitution”) of the State of Colorado (the “State”); and

WHEREAS, the Town Council (the “Council”) of the Town has previously acted, pursuant to Town Ordinance No. 05-01 (the “Enterprise Ordinance”), to recognize and confirm the existence of the Frisco Bay Marina enterprise of the Town (the “Enterprise”); and

WHEREAS, Section 10-6 of the Charter authorizes the issuance of revenue bonds and other obligations payable from the revenues of the Enterprise for any purpose authorized by the Enterprise Ordinance; and

WHEREAS, the Council, acting as such and as the governing body of the Enterprise, deems it necessary and appropriate to authorize the issuance of revenue bonds, the proceeds of which shall be used to finance the construction of certain capital improvements to the Frisco Bay Marina facilities (the “System”), fund a debt service reserve, and pay the costs associated with the issuance of such bonds (collectively, the “Project”); and

WHEREAS, such revenue bonds are permitted, under the Charter and Article X, Section 20 of the Constitution, to be issued without an election;

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

## ARTICLE I

### DEFINITIONS AND CONSTRUCTION

**Section 1.01. Definitions.** In this Ordinance the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

“*Acquire*” or “*Acquisition*” means the design, construction, reconstruction, purchase, lease, gift, transfer, assignment, option to purchase, grant from the federal government or any public body or other person, endowment, bequest, devise, installation, condemnation, contract, or other acquirement or other provision, or any combination thereof, of facilities, other property, any project or an interest therein.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement between the Underwriter and the Town, which agreement shall govern the Underwriter’s purchase of the Series 2019 Bonds.

“*Bond Counsel*” means Kutak Rock LLP or other counsel of nationally recognized standing in the field of state and local government finance, acceptable to the Town.

“*Bonds*” means all obligations payable from the Net Pledged Revenues, regardless of their priority.

“*Bond Year*” means the 12 months commencing on the second day of the month, determined by Final Terms Certificate, in which principal payments on the Series 2019 Bonds are payable, and ending on the first day of such month in the next succeeding calendar year.

“*Charter*” means the Home Rule Charter of the Town.

“*Code*” means the Municipal Code of the Town.

“*Combined Annual Debt Service Requirements*” means the sum of the annual Debt Service Requirements for all issues of Parity Bonds or Subordinate Securities for which the computation is being made.

“*Commercial Bank*” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation and of the Federal Reserve System, which has capital and surplus of \$100,000,000 or more and which is located within the United States of America.

“*Comparable Bond Year*” means, in connection with any Fiscal Year, the Bond Year which ends in such Fiscal Year. For example, for the Fiscal Year commencing on January 1, 2019, the Comparable Bond Year for the Bonds ends in 2019 on the first day of the month which is designated in the applicable Final Terms Certificate for payments of principal (whether or not any such principal is actually payable in 2019).

“*Cost of the Project*” means all or any part of the cost of the Project (including, but not limited to, such costs paid prior to the date hereof and reimbursed to the Town or the Enterprise),

including, without limitation, interest or discount on the Series 2019 Bonds, costs of issuance of the Series 2019 Bonds, legal expenses, costs of financial, professional, and other estimates and advice, contingencies, any administrative, operating, and other expenses of the Town incurred or paid prior to and during the Project, and all such other expenses as may be necessary or incident to the financing and completion of the Project or any part thereof.

“*Council*” means the Town Council of the Town as the governing body of the Town, acting as such or, as the context requires, as the governing body of the Enterprise.

“*C.R.S.*” means the Colorado Revised Statutes, as amended.

“*Debt Service Requirements*” means the principal of, and interest on, and any premium due in connection with the redemption of any Bonds or other Securities payable from the Net Pledged Revenues, excluding any amounts provided for with capitalized interest or other funds actually on hand and irrevocably committed to the payment of Debt Service Requirements.

“*Enterprise*” means the Frisco Bay Marina enterprise of the Town.

“*Equip*” or “*Equipment*” means the furnishing of all necessary or desirable, related or appurtenant machinery and other facilities, or any combination thereof, appertaining to any property, project or interest therein, as authorized by the Charter, the Enterprise Ordinance and this Ordinance.

“*Event of Default*” means any one of the events described in Section 8.01 hereof.

“*Excess Investment Earnings Account*” means the special account created and referred to in Section 3.10 hereof.

“*Federal Securities*” means bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

“*Final Terms Certificate*” or “*Final Terms Certificates*” means a Certificate or Certificates, not inconsistent with this Ordinance, signed by the Finance Director, approving the final terms of the Series 2019 Bonds and their award to the Underwriter pursuant to the Bond Purchase Agreement, and determining any details reasonably necessary or appropriate in connection therewith in order to effectuate or clarify the provisions of this Ordinance and consummate the transactions contemplated hereby.

“*Finance Director*” means the Director of Finance of the Town.

“*Fiscal Year*” means the 12 months commencing on the first day of January of any calendar year and ending on the last day of December of such calendar year or such other 12-month period as may from time to time be designated by the Council or by State statute as the Fiscal Year of the Town.

“*Improve*” or “*Improvement*” means the addition, extension, enlargement, betterment, replacement or improvement or any combination thereof, of facilities, other property, any project

or any interest therein, but not including reconstruction, replacement, repair or other renewal of existing facilities that does not increase the capacity of the Marina System.

*“Income”* means all income from storage fees, rentals, concessions or any other rates, fees or charges for the services furnished by, or the direct or indirect use of, the Marina System, together with any interest income of the Marina System not specifically excluded from the lien of this Ordinance. To the extent provided by Final Terms Certificate, the Income shall also include, for the purpose of determining compliance with the payment, accumulation and coverage requirements hereof, any other funds contributed to the System for use in paying Debt Service Requirements or Operation and Maintenance Expenses.

*“Independent Accountant”* means any certified public accountant, or any firm of such accountants, duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Town, who (a) is, in fact, independent and not under the domination of the Town or the Council; (b) does not have any substantial interest, direct or indirect, in any of the affairs of the Town; and (c) is not connected with the Town as a member, officer or employee of the Council, but who may be regularly retained to make annual or similar audits of any books or records of the Town.

*“Independent Rate Consultant”* means a nationally recognized individual, firm or corporation of independent rate consultants of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the Marina System, which individual, firm or corporation has no substantial interest, direct or indirect, in the Town and in the case of an individual, is not a member of the Council, or an officer or employee of the Town, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Council or an officer or employee of the Town.

*“Interest Payment Date”* means a date designated by Final Terms Certificate for the payment of interest on the Series 2019 Bonds or any other designated Securities.

*“Marina System”* or *“System”* means the Frisco Bay Marina facilities presently owned and operated by the Town, and any improvements thereto, together with any other marina facilities specifically added to the System by ordinance of the Town Council, together with Improvements to the foregoing.

*“Marina System Fund”* means the special fund created and required to be maintained by Section 3.02 hereof.

*“Maximum Annual Debt Service Requirements”* means, with respect to each issue of Parity Bonds for which the computation is being made, the largest amount of Debt Service Requirements coming due in any single Bond Year when such Parity Bonds are Outstanding.

*“Net Pledged Revenues”* means all Income remaining after the deduction of Operation and Maintenance Expenses.

*“Operation and Maintenance Expenses”* means such reasonable and necessary current expenses of the Town, paid or accrued, of operating, maintaining and repairing the Marina System as may be determined by the Council. The term may include, at the option of the

Council, except as limited by contract or otherwise limited by law, without limiting the generality of the foregoing:

- (a) engineering, auditing, legal and other overhead expenses of the Town directly related and reasonably allocable to the administration, operation and maintenance of the Marina System;
- (b) insurance and surety bond premiums appertaining to the Marina System;
- (c) the reasonable charges of any paying agent, registrar, transfer agent, depository or escrow bank appertaining to the Marina System or any bonds or other securities issued therefor;
- (d) annual payments to pension, retirement, health and hospitalization funds appertaining to the Marina System;
- (e) any taxes, assessments, franchise fees or other charges or payments in lieu of the foregoing;
- (f) ordinary and current rentals of equipment or other property under any operating leases and rentals with respect to capital leases if the payment of such capital leases is made subject to annual appropriation by the Council;
- (g) contractual services, professional services, salaries, administrative expenses, and costs of labor appertaining to the Marina System and the cost of materials and supplies used for current operation or routine maintenance and repair of the Marina System;
- (h) repairs and replacements of equipment and other parts of the Marina System necessary to maintain the revenue producing capacity thereof;
- (i) the costs incurred in the collection of all or any part of the Income;
- (j) any costs of utility services furnished to the Marina System by the Town or otherwise;
- (k) reasonable indirect administrative costs incurred by the Town for the benefit of the Marina System;
- (l) costs of any professional services related to the calculation, payment or application for refund of arbitrage rebate; and
- (m) any other such expenses considered by the Town in determining the amount of fees and charges imposed to cover costs of operation and maintenance of the Marina System.

Except as expressly provided herein, “Operation and Maintenance Expenses” do not include:

- (a) any allowance for depreciation;
- (b) any costs of Improvement, extensions, or betterments;
- (c) any accumulation of reserves for capital replacements;
- (d) any accumulation of reserves for operation, maintenance, or repair of the Marina System;
- (e) any allowance for the redemption of any Bonds or other securities or the payment of any interest thereon;
- (f) any liabilities incurred in the Acquisition of any properties comprising the Marina System or any existing properties comprising the Marina System or any combination thereof; and
- (g) any other ground of legal liability not based on contract.

“*Operation and Maintenance Account*” means the special account created and referred to in Section 3.03 hereof.

“*Ordinance*” means this Ordinance, including any amendment hereto, together with any applicable Final Terms Certificate.

“*Outstanding*” means as of any particular date, all the Bonds payable in whole or in part from the Net Pledged Revenues which have been authorized, executed and delivered, except the following:

- (a) any Bond cancelled by the Paying Agent or otherwise on behalf of the Town on or before such date;
- (b) any Bond held by or on behalf of the Town;
- (c) any Bond for the payment or the redemption of which moneys or Federal Securities sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to pay all of the Debt Service Requirements of such Bond to the maturity date or specified Redemption Date thereof shall have theretofore been deposited in escrow or in trust with a Trust Bank for that purpose; and
- (d) any lost, destroyed or wrongfully taken Bond in lieu of or in substitution for which another bond or other security shall have been executed and delivered.

“*Owner*” means the holder of any bearer instrument or registered owner of any registered instrument.



“*Parity Bonds*” means collectively, the Series 2019 Bonds and any other Bonds payable from the Net Pledged Revenues equally or on a parity with the Series 2019 Bonds.

“*Paying Agent*” means UMB Bank, n.a., or a suitable Commercial Bank or Town official designated by Final Terms Certificate to perform the duties of Paying Agent hereunder.

“*Permitted Investments*” means any investment which, as of the time made, is permitted by the laws of the State or the ordinances of the Town pertaining to Town investments to be made with Town funds.

“*Person*” means any individual, firm, partnership, corporation, company, association, joint stock association, limited liability company or body politic or any trustee, receiver, assignee or similar representative thereof.

“*Principal and Interest Account*” means the special fund created and referred to in Section 3.04 hereof.

“*Project Account*” means the special fund created and referred to in Section 3.01 hereof.

“*Redemption Date*” means the date fixed for the redemption prior to maturity of any Bonds or other designated Securities payable from the Net Pledged Revenues in any notice of prior redemption given by or on behalf of the Town.

“*Registrar*” means UMB Bank, n.a., or a suitable Commercial Bank or Town official designated by Final Terms Certificate to perform the duties of Registrar hereunder.

“*Regular Record Date*” means the fifteenth day of the calendar month next preceding an Interest Payment Date for the Series 2019 Bonds.

“*Security*” or “*Securities*” means any bond or note issued by the Town or any other evidence of the advancement of money to the Town.

“*Series 2019 Bonds*” means the Marina Enterprise Revenue Bonds, Series 2019, to be issued hereunder in an aggregate principal amount not to exceed \$6,000,000.

“*Series 2019 Debt Service Reserve Account*” means the special account created and referred to in Section 3.05 hereof.

“*Special Record Date*” means the date fixed by the Paying Agent for the determination of ownership of the Series 2019 Bonds for the purpose of paying interest not paid when due or interest accruing after maturity.

“*State*” means the State of Colorado.

“*Subordinate Bonds*” or “*Subordinate Securities*” means Bonds or Securities payable from the Net Pledged Revenues having a lien thereon subordinate or junior to the lien thereon of the Parity Bonds.

“*Superior Bonds*” or “*Superior Securities*” means Bonds or Securities payable from the Net Pledged Revenues having a lien thereon superior or senior to the lien thereon of the Bonds.

“*Supplemental Public Securities Act*” means Part 2 of Article 57, Title 11, C.R.S.

“*Surplus Account*” means the special account created and referred to in Section 3.11 hereof.

“*Tax Code*” means the Internal Revenue Code of 1986, as amended.

“*Town*” means the Town of Frisco, Colorado, acting as such or, as the context requires, acting by and through and as the operator of the Enterprise.

“*Transfer Agent*” means UMB Bank, n.a., or a suitable Commercial Bank or Town official designated by Final Terms Certificate to perform the duties of Transfer Agent hereunder.

“*Trust Bank*” means a Commercial Bank which is authorized to exercise and is exercising trust powers.

“*Underwriter*” means George K. Baum & Company, the original underwriter of the Series 2019 Bonds.

**Section 1.02. Construction.** This Ordinance, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(a) Words in the singular include the plural, and words in the plural include the singular.

(b) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender refer to any gender.

(c) Articles, sections, paragraphs and clauses mentioned by number, letter or otherwise, correspond to the respective articles, sections, paragraphs and clauses of this Ordinance so numbered or otherwise so designated.

(d) The titles and leadlines applied to articles, sections and paragraphs of this Ordinance are inserted only as a matter of convenience and ease of reference and in no way define or limit the scope or intent of any provisions of this Ordinance.

(e) Any inconsistency between the provisions of this Ordinance and those of any State statute is intended by the Council. To the extent of any such inconsistency the provisions of this Ordinance shall be deemed made pursuant to the Charter and shall supersede to the extent permitted by law the conflicting provisions of State statutes.

## ARTICLE II

### THE SERIES 2019 BONDS

#### **Section 2.01. Authorization; Election to Apply Supplemental Public Securities Act.**

The Series 2019 Bonds, payable as to all Debt Service Requirements solely out of the Net Pledged Revenues and the other sources expressly provided for herein, are hereby authorized to be issued in an aggregate principal amount not to exceed \$6,000,000, the actual amount of the Series 2019 Bonds to be determined by Final Terms Certificate. The Town hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Series 2019 Bonds to the extent not inconsistent with the express provisions of this Ordinance. Any delegation of authority hereunder to approve the final terms of the Series 2019 Bonds is intended to be effective through December 31, 2019, notwithstanding any provision of the Supplemental Public Securities Act to the contrary.

#### **Section 2.02. Series 2019 Bonds Details.**

(a) *Generally.* The Series 2019 Bonds shall be issued by the Council, as the governing body of the Enterprise, pursuant to the Code, in fully registered form in denominations of \$25,000 and integral multiples of \$1,000 in excess thereof not exceeding the amount maturing on the same maturity date, and, if determined by Final Terms Certificate, may be issued in book entry form through the facilities of The Depository Trust Company (“DTC”).

Installments of principal of the Series 2019 Bonds shall mature on December 1 in the years and in the aggregate principal amounts provided by Final Terms Certificate; provided that the final maturity of the Series 2019 Bonds may be within any period permitted by the Charter but in any event not later than December 1, 2048. The Series 2019 Bonds shall bear interest from the date as of which they are dated or the Interest Payment Date to which interest has been paid next preceding their date, whichever is later, to their maturity dates, except if redeemed prior thereto, at a rate or rates not exceeding 6.00% per annum, as determined by Final Terms Certificate.

Said interest shall be payable commencing not later than June 1, 2019, and semiannually thereafter on each December 1 and June 1. If upon presentation at maturity the principal of any of the Series 2019 Bonds is not paid as provided therein, interest shall continue thereon at the same interest rate until the principal thereof is paid in full.

The Debt Service Requirements of the Series 2019 Bonds shall be payable to the Owners in lawful money of the United States of America by the Paying Agent. The final installment of principal of and the final installment of interest on the Series 2019 Bonds shall be payable to the Owners upon presentation and surrender thereof at maturity or upon prior redemption. Except as hereinbefore and hereinafter provided, the interest and any installment of principal other than the final installment shall be payable to the Owners determined as of the close of business on the Regular Record Date irrespective of any transfer of ownership of the Series 2019 Bonds subsequent to the Regular Record Date and prior to such Interest Payment Date, by check or draft mailed to the Owners at

the address appearing on the registration books of the Town maintained by the Registrar. Any interest or principal not paid when due and any interest accruing after maturity shall be payable to the Owners determined as of the close of business on the Special Record Date irrespective of any transfer of ownership of the Series 2019 Bonds subsequent to the Special Record Date and prior to the date fixed by the Paying Agent for the payment of such interest or principal, by check or draft mailed as aforesaid or, to the extent the Bonds are issued in book entry form, in the manner provided by the rules of DTC. Notice of the Special Record Date and of the date fixed for the payment of such principal or interest shall be given by sending a copy thereof by certified or registered first-class, postage prepaid mail, or by electronic means to DTC or its successors, at least 10 days prior to the special record date, to the Owners at the address then appearing on the registration books of the Town. Any premium shall be payable to the Owners upon presentation and surrender thereof upon prior redemption. If the date for making or giving any payment, determination or notice described herein is a Saturday, Sunday, legal holiday or any other day on which the Paying Agent or Registrar is authorized or required by law to remain closed, such payment, determination or notice shall be made or given on the next succeeding day which is not a Saturday, Sunday, legal holiday or other day on which the Paying Agent or Registrar is authorized or required by law to remain closed.

(b) **Redemption.** The Series 2019 Bonds may be made subject to optional redemption prior to maturity, in whole or in part, in a manner determined by the Town, at a price or prices equal to the principal amount so redeemed plus, only to the extent provided by Final Terms Certificate, a redemption premium not to exceed 3% of the principal amount thereof, plus accrued interest to the date of redemption, at such times and in such manner as provided by Final Terms Certificate. The Series 2019 Bonds may also be made subject to mandatory amortization or redemption from sinking fund installments or otherwise, at such times and in such manner, at prices not exceeding the principal amount redeemed from sinking fund payments or such other source as designated, plus accrued interest to the date of redemption, as provided by Final Terms Certificate.

Notice of redemption shall be given by the Paying Agent in the name of the Town by sending a copy thereof by certified or registered first-class postage prepaid mail, or by electronic means to DTC or its successors, at least 30 days prior to the Redemption Date, to the Owners of the Series 2019 Bonds determined as of the close of business on the day preceding the first mailing of such notice, at the addresses appearing on the registration books of the Town. Such notice shall specify the bond numbers, maturities and principal amounts to be redeemed and the date fixed for redemption, and shall further state that on the Redemption Date there will be due and payable the principal amount redeemed plus accrued interest thereon to the Redemption Date plus any premium due and that from and after such date interest will cease to accrue.

(c) **Interest Rates.** The maximum net effective interest rate authorized for the Series 2019 Bonds is 6.00% per annum. The actual net effective interest rate for the Series 2019 Bonds shall be determined by Final Terms Certificate.

(d) ***Execution and Authentication.*** The Series 2019 Bonds shall be executed by and on behalf of the Council, as the governing body of the Enterprise, with the manual or facsimile signature of the Mayor, shall bear a facsimile of the seal of the Town, shall be attested with the manual or facsimile signature of the Town Clerk, and shall be authenticated with the manual signature of a duly authorized signatory of the Registrar. Should any officer whose facsimile signature appears on the Series 2019 Bonds cease to be such officer before delivery of the Series 2019 Bonds to the Owners, such facsimile signature shall nevertheless be valid and sufficient for all purposes. The Series 2019 Bonds shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until the certificate of authentication on such Series 2019 Bonds shall have been duly executed by the Registrar, and such executed certificate upon any such Series 2019 Bonds shall be conclusive evidence that such Series 2019 Bonds has been authenticated and delivered under this Ordinance. The certificate of authentication on the Series 2019 Bonds shall be deemed to have been duly executed by the Registrar if signed by an authorized signatory thereof.

(e) ***Registration, Transfer and Exchange.*** Upon their execution and authentication and prior to their delivery, the Series 2019 Bonds shall be registered for the purpose of payment of principal and interest by the Registrar. Thereafter, the Series 2019 Bonds shall be transferable only upon the registration books of the Town by the Transfer Agent at the request of the Owner or his, her or its duly authorized attorney-in-fact or legal representative. The Town shall not be required to recognize the interest of, take any action on behalf or for the benefit of or make any payment to any Person acquiring an interest in the Series 2019 Bonds by any means other than a transfer effectuated in compliance with this Ordinance.

(f) ***Resignation of Agents.*** If the Paying Agent, Registrar or Transfer Agent shall resign, or if the Town shall reasonably determine that the Paying Agent, Registrar or Transfer Agent has become incapable of fulfilling its duties hereunder, the Town may, upon notice mailed to the Owner of the Series 2019 Bonds at the address last shown on the registration books of the Town or by electronic means to DTC or its successors, appoint a successor paying agent, registrar or transfer agent. Every such successor Paying Agent, Registrar or Transfer Agent shall be a Commercial Bank or an official of the Town. It shall not be required that the same person serve as Paying Agent, Registrar and Transfer Agent hereunder, but the Town shall have the right to have the same person serve as Paying Agent, Registrar and Transfer Agent hereunder.

(g) ***Replacement of Series 2019 Bonds.*** If any Series 2019 Bond shall have been lost, destroyed or wrongfully taken, the Town shall provide for the replacement thereof upon receipt of the evidence of such loss, destruction or wrongful taking, along with an indemnity bond and reimbursement for expenses reasonably satisfactory to it.

(h) ***Recitals in Series 2019 Bonds.*** The Series 2019 Bonds shall recite in substance that the Series 2019 Bonds are a special and limited obligation payable solely out of and secured by an irrevocable, but not necessarily exclusive, pledge of the Net Pledged Revenues and other sources described herein, that the Series 2019 Bonds do not constitute a debt or an indebtedness or multiple fiscal-year debt or other financial

obligation of the Town within the meaning of any constitutional, Charter or statutory provision or limitation, that the Series 2019 Bonds are not payable in whole or in part from the proceeds of general property taxes, and that the full faith and credit of the Town is not pledged for the payment of the principal of or interest on the Series 2019 Bonds. The Series 2019 Bonds shall further recite that they are issued under the authority of the Colorado Constitution, the Charter, the Supplemental Public Securities Act and this Ordinance.

**Section 2.03. Form of Series 2019 Bonds.** The Series 2019 Bonds shall be in substantially the following form:

[Remainder of Page Left Intentionally Blank]

[Form of Series 2019 Bond]

UNITED STATES OF AMERICA

STATE OF COLORADO

COUNTY OF SUMMIT

TOWN OF FRISCO, COLORADO,  
ACTING BY AND THROUGH ITS MARINA ENTERPRISE,  
MARINA ENTERPRISE REVENUE BOND  
SERIES 2019

No. R-\_\_ \$\_\_\_\_\_

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Original Date</b>	<b>CUSIP</b>
%	December 1, 20__	_____, 2019	

OWNER: \*\*CEDE & CO.\*\*

PRINCIPAL SUM: \*\*\_\_\_\_\_ DOLLARS AND NO CENTS\*\*

The Town Council of the Town of Frisco, in the County of Summit and State of Colorado, acting as the governing body of the Marina Enterprise of said Town (the "Enterprise"), for value received, hereby promises to pay to the Owner (specified above), or registered assigns, solely from the special funds provided therefor, as hereinafter set forth, the Principal Sum (specified above), in lawful money of the United States of America, with interest thereon from the Original Date (specified above), or the interest payment date to which interest has been paid next preceding the date hereof, whichever is later, to the Maturity Date (specified above), except if redeemed prior thereto, at the per annum Interest Rate (specified above), payable semiannually on the first day of June and the first day of December of each year, commencing on June 1, 2019, or the first such date after the date hereof, whichever is later, in the manner provided herein. If upon presentation at maturity payment of the Principal Sum is not made as provided herein, interest continues at the Interest Rate until the Principal Sum is paid in full.

This Series 2019 Bond is subject to optional redemption prior to maturity, in whole or in part, on December 1, 20\_\_, and on any date thereafter, at a price equal to the principal amount thereof [plus a redemption premium of \_\_\_\_] and accrued interest thereon to the redemption date.

Notice of redemption of the principal of this Series 2019 Bonds is to be given by the paying agent by sending a copy of such notice by certified or registered first-class postage prepaid mail, or by electronic means to DTC or its successors, at least 30 days prior to the redemption date, to the Owners at the addresses appearing on the registration books of the Town. Such notice shall specify the principal amount of the Series 2019 Bonds to be redeemed and shall identify the date fixed for redemption, and shall further state that on the redemption date there will be due and payable the outstanding principal of the Series 2019 Bonds to be redeemed plus accrued interest thereon to the redemption date, and that from and after such date interest will cease to accrue on such Series 2019 Bonds.

The interest on the Series 2019 Bonds is payable by check or draft mailed to the Owners at the address appearing on the registration books of the Town held by UMB Bank, n.a., or its successors, as paying agent (the "Paying Agent"). The final installment of principal and interest thereon is payable to the Owners upon presentation and surrender of this Series 2019 Bonds at maturity or upon prior redemption. Any interest thereon not paid when due and any interest hereon accruing after maturity is payable to the Owners as of a special record date fixed by the Paying Agent for the payment of such interest, by check or draft mailed as aforesaid. Notice of the special record date and of the date fixed for the payment of such interest is to be given by sending a copy thereof by certified or registered first-class postage prepaid mail, or by electronic means to DTC or its successors, at least 10 days prior to the special record date, to the Owners at the address appearing on the registration books of the Town. If the date for making or giving any payment, determination or notice described herein is a Saturday, Sunday, legal holiday or any other day on which the Paying Agent or Registrar is authorized or required by law to remain closed, such payment, determination or notice is to be made or given on the next succeeding day which is not a Saturday, Sunday, legal holiday or other day on which the Paying Agent or Registrar is authorized or required by law to remain closed.

This Series 2019 Bond is issued pursuant to an ordinance of the Town (the "Bond Ordinance") as supplemented by a Final Terms Certificate (the Bond Ordinance and such Final Terms Certificate being referred to collectively as the "Ordinance"). Payment of the principal of, interest on and premiums, if any, due in connection with the redemption of, the Series 2019 Bonds is to be made solely from, and as security for such payment there are irrevocably (but not necessarily exclusively) pledged pursuant to the Ordinance, two special accounts, thereby identified as the Principal and Interest Account and the Series 2019 Debt Service Reserve Account, into which the Town Council, acting as the governing body of the Enterprise, has covenanted in the Ordinance to pay, from certain revenues derived from the operation and use of and otherwise pertaining to the Frisco Bay Marina facilities (the "System") of the Town (the "Income") after provision is made only for the payment of all necessary and reasonable current expenses of operating, maintaining and repairing the System (such remaining revenues being referred to as the "Net Pledged Revenues"), sums sufficient to pay when due the principal of, interest on and premiums, if any, due in connection with the redemption of, the Series 2019 Bonds and any Parity Bonds payable from such revenues, and to accumulate and maintain a specified reserve for such purposes. In addition, the Town may at its option augment such funds with any other moneys of the Town legally available for expenditure for the purposes thereof as provided in the Ordinance.

It is hereby recited, certified and warranted that for the payment of the principal of, interest on and premiums, if any, due in connection with the redemption of, this Series 2019 Bond, the Town has created and will maintain said special funds and will deposit the Net Pledged Revenues therein, and out of said special funds, as an irrevocable charge thereon, will pay the principal of, interest on and any premium due in connection with the redemption of this Series 2019 Bond in the manner provided by the Ordinance.

This Series 2019 Bond is secured by a lien on the Net Pledged Revenues, and such Series 2019 Bonds constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, upon the Net Pledged Revenues. Notes, bonds and other types of securities, in addition to the Series 2019 Bonds, subject to expressed conditions, may be issued and made payable from the



Net Pledged Revenues having a lien thereon subordinate and junior to the lien of the Series 2019 Bonds of this issue or, subject to additional expressed conditions, having a lien thereon on a parity with the lien of this Series 2019 Bond in accordance with the provisions of the Ordinance.

The Town Council, acting as the governing body of the Enterprise, covenants and agrees with the Owner hereof that it will keep and will perform all of the covenants of this Series 2019 Bond and of the Ordinance.

This Series 2019 Bond is authorized and issued for the purpose of financing the construction of certain capital improvements to the System as described in the Ordinance, under the authority of and in full conformity with the Constitution of the State of Colorado, the Town Charter, the Code and all other laws of the State of Colorado thereunto enabling and pursuant to the Ordinance, which was duly adopted prior to the issuance of this Series 2019 Bond.

Reference is hereby made to the Ordinance, and to any and all modifications and amendments thereof, for a description of the provisions, terms and conditions upon which this Series 2019 Bond is issued and secured, including, without limitation, the nature and extent of the security for this Series 2019 Bond, provisions with respect to the custody and application of the proceeds hereof, the collection and disposition of the revenues and moneys charged with and pledged to the payment of the principal of, interest on and premiums, if any, due in connection with the redemption of, this Series 2019 Bond, the terms and conditions on which this Series 2019 Bond is issued, a description of the special fund referred to above and the nature and extent of the security and pledge afforded thereby for the payment of the principal of, interest on and premiums, if any, due in connection with the redemption of, this Series 2019 Bond, and the manner of enforcement of said pledge, as well as the rights, duties, immunities and obligations of the Town and the members of its Council, acting as such and as the governing body of the Enterprise, and also the rights and remedies of the Owners. Capitalized terms used in this Series 2019 Bond and not otherwise defined should have the same meanings, respectively, as provided in the Ordinance.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance, or any instrument amendatory thereof or supplemental thereto, may be modified or amended by action of the Town Council of the Town taken in the manner and subject to the conditions and exceptions provided in the Ordinance. The pledge of revenues and other obligations of the Town, acting by and through its Enterprise, under the Ordinance may be discharged at or prior to the maturity or prior redemption of this Series 2019 Bond upon the making of provision for the payment of this Series 2019 Bond on the terms and conditions set forth in the Ordinance.

It is hereby recited, certified and warranted that all the requirements of law have been fully complied with by the proper officers of the Town and the Enterprise in the issuance of this Series 2019 Bond; that it is issued pursuant to and in strict conformity with the Constitution and all other laws of the State of Colorado, including the Town Charter, and the Ordinance; that this Series 2019 Bond does not contravene any constitutional or statutory provision or limitation of the State of Colorado, or any provision or limitation of the Town Charter; and that this Series 2019 Bond is issued under the authority of the Ordinance.

This Series 2019 Bond is transferable only upon the registration books of the Town held by UMB Bank, n.a., or its successors, as transfer agent, at the request of the Owner or his, her or its duly authorized attorney-in-fact or legal representative, upon surrender hereof together with a written instrument of transfer duly executed by the Owners or its duly authorized attorney-in-fact or legal representative with guaranty of signature satisfactory to the transfer agent, containing written instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and the beneficiaries of the trust. The Town may deem and treat the person in whose name this Series 2019 Bond is last registered upon the books of the Town as the Owner for the purpose of receiving payment of the principal of, interest on and premiums, if any, due in connection with the redemption of, this Series 2019 Bond and for all other purposes, and all such payments so made to such person or upon his, her or its order will be valid and effective to satisfy and discharge the liability of the Town upon this Series 2019 Bond to the extent of the sum or sums so paid, and the Town will not be affected by any notice to the contrary.

**This Series 2019 Bond is issued pursuant to the Supplemental Public Securities Act, Part 2 of Article 57, Title 11, C.R.S., and this recital shall be conclusive evidence of the validity and the regularity of issuance of this Series 2019 Bond after its delivery for value.**

This Series 2019 Bond is a special and limited obligation payable solely out of and secured by an irrevocable, but not necessarily exclusive, pledge of the Net Pledged Revenues and the other sources identified in the Ordinance, all as more specifically provided in the Ordinance. This Series 2019 Bond does not constitute a debt or an indebtedness or a multiple-fiscal year debt or other financial obligation of the Town within the meaning of any constitutional, charter or statutory provision or limitation. This Series 2019 Bond is not payable in whole or in part from the proceeds of general property taxes or any other form of taxation, and the full faith and credit of the Town is not pledged for the payment of the principal of or interest on this Series 2019 Bond.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Town Council of the Town of Frisco, Colorado, acting as the governing body of the Marina Enterprise of said Town, has caused this Series 2019 Bond to be executed in its name and on its behalf with the manual or facsimile signature of the Mayor of the Town, to be sealed with the manual or facsimile seal of the Town, and to be signed and attested with the manual or facsimile signature of the Town Clerk of the Town.

[SEAL]

TOWN OF FRISCO, COLORADO, ACTING  
BY AND THROUGH ITS MARINA  
ENTERPRISE

By \_\_\_\_\_  
Mayor

Attest:

By \_\_\_\_\_  
Town Clerk

CERTIFICATE OF AUTHENTICATION

This Series 2019 Bond is one of the series issued pursuant to the Ordinance herein described. Attached hereto is the complete text of the opinion of bond counsel, Kutak Rock LLP, a signed copy of which, dated the date of the first delivery of the Series 2019 Bonds herein described, is on file with the undersigned.

Dated: \_\_\_\_\_, 2019

UMB BANK, N.A., as Registrar

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Series 2019 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM = as tenants in common

TEN ENT = as tenants by the entireties

JT TEN = as joint tenants with the right of survivorship and not as tenants in common

UNIF GIFT MIN ACT = \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

under Uniform Gifts to Minors Act

\_\_\_\_\_  
(State)

Additional abbreviations may also be used  
though not on the above list.

(Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Owner sells, assigns and transfers unto

---

(Please Insert Social Security or Other Identifying Number of Assignee)

---

(Name and Address of Assignee)

---

the attached Series 2019 Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ or its successor, to transfer said Note on the books kept for registration thereof.

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

Signature guaranteed:

---

(Bank, Trust Company or Firm)

---

NOTICE: The signature to this assignment must correspond with the name of the Owner as it appears upon the face of the attached Note in every particular without alteration or enlargement or any change whatever.

Transfer Fee Required

[End of Form of Note]

**Section 2.04. Series 2019 Bonds Equally Secured With Other Parity Bonds.** The covenants and agreements herein set forth to be performed on behalf of the Town and the Enterprise shall be for the equal benefit, protection and security of the Owners of all Parity Bonds, which together, regardless of the time or times of their maturity, shall be of equal rank without preference, priority or distinction of one or more over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

**Section 2.05. Special Obligations.** The Series 2019 Bonds, as to all Debt Service Requirements thereof, shall be payable solely out of the Net Pledged Revenues and other sources described herein. The Owners may not look to the general fund or any other fund of the Town for the payment of the Debt Service Requirements, except the special funds and accounts pledged therefor. The Series 2019 Bonds shall not constitute a debt or indebtedness or multiple-fiscal year debt or other financial obligation of the Town within the meaning of any constitutional, Charter or statutory provision or limitation, and shall not be considered or held to be a general obligation of the Town, but shall constitute a special and limited obligation of the Town, acting by and through the Enterprise. The Series 2019 Bonds are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation, and the full faith and credit of the Town is not pledged for payment of the Series 2019 Bonds.

### **ARTICLE III**

#### **FUNDS AND ACCOUNTS**

The proceeds of the Series 2019 Bonds and the Income shall be deposited by the Town in the funds and accounts described in this Article III, to be accounted for in the manner and priority set forth in this Article III.

The Owners shall not have any control over or be in any manner responsible for the application or disposition by the Town or by any of its officers, agents and employees of the moneys derived from the sale of the Series 2019 Bonds or of any other moneys designated in this Article III.

The Net Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in any fund or account hereunder (except the Operation and Maintenance Account and the Excess Investment Earnings Account) are hereby pledged to secure the payment of the Debt Service Requirements of the Series 2019 Bonds, subject to the provisions herein relating to the Project Account and the Surplus Account and subject to the application of the Net Pledged Revenues for the payment of Debt Service Requirements of Parity Bonds. This pledge shall be valid and binding from and after the date of the first delivery of the Series 2019 Bonds, and the moneys, as received by the Town and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the Town (except as herein otherwise expressly provided), and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town (except as herein otherwise expressly provided), irrespective of whether such parties have notice thereof.

**Section 3.01. Project Account.** Proceeds of the Series 2019 Bonds shall be deposited, in an amount to be determined by Final Terms Certificate, in a special account created within the Marina Enterprise Fund of the Town by this Ordinance to be known as the Marina Enterprise Revenue Bonds, Series 2019, Project Account (the “Project Account”). Moneys on deposit in the Project Account shall be used to pay costs of the Project, including any reimbursement to the Town for costs of the Project previously paid from the Marina Enterprise Fund of the Town and other costs of issuance of the Series 2019 Bonds and other incidental costs necessary or appropriate in connection with the Project and the financing thereof. Moneys in the Project Account, and interest or investment income thereon, are not included within the Net Pledged Revenues and do not constitute security for the Series 2019 Bonds. Moneys and investments in the Project Account shall be held and applied by the Town to the completion of the Project. Upon completion of the Project, the balance of moneys in the Project Account, if any, shall be transferred to the Principal and Interest Account, to be used for the purposes of said Account in accordance with this Ordinance.

**Section 3.02. Marina System Fund.** Except as otherwise provided herein, the entire Income, upon receipt thereof from time to time by the Town, shall be set aside and credited immediately to the Marina System Fund, which shall constitute a subfund of the Marina Enterprise Fund of the Town. In addition, the Town may at its option credit to the Marina System Fund any other moneys of the Town legally available for expenditure for the purposes of the Marina System Fund as provided herein.

The Marina System Fund shall be administered and the moneys on deposit therein shall be deposited and applied in the following order of priority:

FIRST, to the Operation and Maintenance Account to pay Operation and Maintenance Expenses in the manner set forth in Section 3.03 hereof;

SECOND, to the Principal and Interest Account to pay the Debt Service Requirements of the Parity Bonds then Outstanding in the manner set forth in Section 3.04 hereof;

THIRD, to the Series 2019 Debt Service Reserve Account, in the manner set forth in Section 3.05 hereof;

FOURTH, to the Surplus Account, in the manner set forth in Section 3.11 hereof;

FIFTH, to the payment of the Debt Service Requirements of Subordinate Bonds or other Subordinate Securities in accordance with Section 3.07 hereof; and

SIXTH, to be used in accordance with Sections 3.06 and 3.08 hereof.

In order to give effect to the requirements of both the Code and this Ordinance, the Town may to the extent necessary advance, subject to reimbursement, Income required for the payment of Operation and Maintenance Expenses from funds earmarked for capital facilities, and may also to the extent necessary advance, subject to reimbursement, Net Pledged Revenues required for the payment of the Debt Service Requirements of Parity Bonds from funds earmarked for operation and maintenance, including the Operation and Maintenance Account.

**Section 3.03. Operation and Maintenance Account.** As a first charge on the Marina System Fund, there shall be credited from time to time to the Operation and Maintenance Account, created within the Marina System Fund by this Ordinance, moneys sufficient to pay the Operation and Maintenance Expenses of the System as they become due and payable, and thereupon the Operation and Maintenance Expenses shall be promptly paid.

**Section 3.04. Principal and Interest Account.** The Town shall deposit into the Principal and Interest Account, created within the Marina System Fund by this Ordinance, forthwith upon receipt of the proceeds of the Series 2019 Bonds, interest accrued thereon, if any, from their date to the date of delivery thereof to the Owners, to apply to the payment of interest first due on the Series 2019 Bonds.

Subject to the payments required by Section 3.03 hereof, for so long as the Series 2019 Bonds are Outstanding, the Town shall deposit in the Principal and Interest Account from the Net Pledged Revenues semiannually, no less than seven days prior to the next occurring Interest Payment Date, the amount of interest accruing on the Series 2019 Bonds during said period (with a credit for the amount of any accrued or capitalized interest deposited in the Principal and Interest Account and not theretofore credited) and, after the first Interest Payment Date of the Series 2019 Bonds, no less than seven days prior to each next occurring Interest Payment Date the following amounts:

(a) ***Interest Payments.*** The aggregate amount of the next installment of interest due in the then current Bond Year in connection with the Series 2019 Bonds plus any other amounts due for interest on any other Parity Bonds then Outstanding; and

(b) ***Principal Payments.*** The aggregate amount, if any, of the installment of principal due on such Interest Payment Date plus any other amounts due for principal of any other Parity Bonds then Outstanding.

Such interest and principal shall be promptly paid when due.

The moneys credited to the Principal and Interest Account, excluding investment earnings which may be required to be rebated to the federal government, shall be used to pay the Debt Service Requirements of the Parity Bonds then Outstanding, as such Debt Service Requirements become due, except as otherwise provided in this Ordinance or other ordinances authorizing Parity Bonds. The Principal and Interest Account shall also be maintained as a sinking fund for the mandatory redemption of any Parity Bonds which are subject to mandatory sinking fund redemption. Any mandatory sinking fund redemption of principal shall be treated as an installment of principal for purposes of this Section 3.04.

Nothing herein shall be construed to prevent the Town from creating separate principal and interest accounts for separate issues of Parity Bonds and accounting separately for any deposits made thereto on account of separate issues of Parity Bonds, if such action is deemed by the Town to be necessary or desirable in order to comply with any statute or regulation governing the exemption from federal income taxes of interest on any such Parity Bonds; provided that any such separate accounts shall have claims to the Net Pledged Revenues equal to and on a parity with those of the other such accounts. Nothing herein shall be construed to



prevent the Town from creating subfunds or subaccounts for the purpose of recording the payments and accumulations made hereunder in a manner consistent with the accounting principles which may be employed by the Town from time to time.

**Section 3.05. Series 2019 Debt Service Reserve Account.** The Town shall deposit in the Series 2019 Debt Service Reserve Account, at the time of issuance of the Series 2019 Bonds, a sum, determined by Final Terms Certificate, equal to the lesser of 10% of the proceeds of the Series 2019 Bonds, the Maximum Annual Debt Service Requirements of the Series 2019 Bonds coming due in any Bond Year or 125% of the average annual Debt Service Requirements of the Series 2019 Bonds. Subject to the payments required by Sections 3.03 and 3.04 hereof and except as provided in Section 3.06 hereof, from the Net Pledged Revenues, there shall be credited from time to time as hereinafter provided to the Series 2019 Debt Service Reserve Account moneys sufficient to accumulate in and maintain the Series 2019 Debt Service Reserve Account at an amount at least equal to the amount so determined. In the event that the amount of the Series 2019 Debt Service Reserve Account falls below the amount determined by Final Terms Certificate, the Town shall credit to the Series 2019 Debt Service Reserve Account from Net Pledged Revenues or may credit to the Series 2019 Debt Service Reserve Account from the Surplus Account that sum of money needed to accumulate or reaccumulate the amount therein so that at all times the amount of the Series 2019 Debt Service Reserve Account equals the amount specified in such Final Terms Certificate. The moneys required to be deposited in the Series 2019 Debt Service Reserve Account, excluding investment earnings which may be required to be rebated to the federal government, shall be set aside, accumulated and, if necessary, reaccumulated from time to time, and maintained as a continuing reserve to be used, except as hereinafter provided in this Section 3.05 and in Section 3.06 and Article VII hereof, only to prevent deficiencies in payment of the Debt Service Requirements of the Series 2019 Bonds then Outstanding resulting from failure to deposit into the Principal and Interest Account sufficient funds to pay such Debt Service Requirements as the same become due. The Series 2019 Debt Service Reserve Account shall not be required to be maintained after the Series 2019 Bonds are no longer Outstanding.

If at any time the Town shall for any reason fail to pay into the Principal and Interest Account the full amount above stipulated to be paid with respect to the Series 2019 Bonds, then an amount shall be paid into the Principal and Interest Account at such time first from the Surplus Account, to the extent such funds are available, equal to the difference between that paid from the Net Pledged Revenues and the full amount so stipulated. If the amount so applied remains insufficient to satisfy the Debt Service Requirements then due, the difference shall be paid into the Principal and Interest Account from the Series 2019 Debt Service Reserve Account. Any money so used from the Series 2019 Debt Service Reserve Account shall be replaced to the Series 2019 Debt Service Reserve Account from the first moneys credited to the Marina System Fund thereafter received and not required to be otherwise applied by Sections 3.03 and 3.04 hereof. If Parity Bonds are Outstanding and the ordinances authorizing the issuance of those Securities require the replacement of moneys in separate reserve accounts therefor, then the moneys replaced in the Series 2019 Debt Service Reserve Account shall be replaced on a pro rata basis based upon the total principal amount of the then Outstanding Parity Bonds and the total principal amount of the Series 2019 Bonds Outstanding, as moneys become available therefor.

If at any time the Town shall for any reason fail to pay into the Series 2019 Debt Service Reserve Account the full amount stipulated herein from the Net Pledged Revenues, the difference between the amount paid and the amount so stipulated shall in a like manner be paid therein first from the Surplus Account, to the extent funds are available, and thereafter from the first moneys credited to the Marina System Fund thereafter received and not required to be applied otherwise by Sections 3.03 and 3.04 hereof.

Nothing in this Ordinance shall be construed as limiting the right of the Town to substitute for the cash deposit required to be maintained in the Series 2019 Debt Service Reserve Account a letter of credit, surety bond, insurance policy, agreement guaranteeing payment, or other undertaking by a financial institution to ensure that cash in the amount otherwise required to be maintained hereunder will be available to the Town as needed; provided that any such substitution shall not cause the then current rating or ratings of the Series 2019 Bonds or any other Parity Bonds to be adversely affected.

If the Series 2019 Bonds are no longer Outstanding, the Town may apply any remaining funds in the Series 2019 Debt Service Reserve Account to any other lawful purpose.

**Section 3.06. Termination of Deposits.** No payment need be made into the Principal and Interest Account if the amount in the Principal and Interest Account and the amount in the Series 2019 Debt Service Reserve Account totals a sum at least equal to the entire amount of the Outstanding Parity Bonds, as to all Debt Service Requirements, to their respective maturities or to any Redemption Date or Redemption Dates as of which the Town shall have exercised or shall have obligated itself to exercise its option to redeem, prior to their respective maturity dates, any Parity Bonds then Outstanding and thereafter maturing (provided that, solely for the purpose of this Section 3.06, there shall be deemed to be a credit to the Series 2019 Debt Service Reserve Account of moneys, Federal Securities and bank deposits, or any combination thereof, accounted for in any other fund or account of the Town and restricted solely for the purpose of paying the Debt Service Requirements of such Parity Bonds), in which case moneys in the Principal and Interest Account and the Series 2019 Debt Service Reserve Account in an amount, except for any known interest or other gain to accrue from any investment or deposit of moneys pursuant to Section 4.02 hereof from the time of any such investment or deposit to the time or respective times the proceeds of any such investment or deposit shall be needed for such payment, at least equal to such Debt Service Requirements, shall be used together with any such gain from such investments and deposits solely to pay such Debt Service Requirements as the same become due. Any moneys in excess thereof in the Principal and Interest Account and the Series 2019 Debt Service Reserve Account and any other moneys derived from the Income or otherwise pertaining to the Marina System may be used in any lawful manner determined by the Town.

**Section 3.07. Payment of Subordinate Securities.** After there has been deposited to the Principal and Interest Account an amount sufficient to pay all the Debt Service Requirements due during the current Bond Year on all Parity Bonds then Outstanding and after the accumulations to and replenishments of the Series 2019 Debt Service Reserve Account to be made in the current Bond Year have been made, any moneys remaining in the Marina System Fund for such Bond Year may be used by the Town for the payment of Debt Service Requirements of Subordinate Securities payable from the Net Pledged Revenues and authorized to be issued in accordance with this ordinance including reasonable reserves for such

Subordinate Securities; but the lien of such Subordinate Securities on the Net Pledged Revenues and the pledge thereof for the payment of such Subordinate Securities shall be subordinate to the lien and pledge of any Outstanding Parity Bonds as herein provided.

**Section 3.08. Use of Remaining Revenues.** After the payments required to be made by Sections 3.01 through 3.07 hereof are made, at the end of any Bond Year, or whenever in any Bond Year there shall have been credited to the Principal and Interest Account, the Series 2019 Debt Service Reserve Account and the Surplus Account, all amounts required to be deposited in those special funds during said Bond Year, as herein provided, any remaining moneys credited to the Marina System Fund may be used for the Acquisition of Improvements or other properties or facilities for the Marina System or for any one or any combination of other lawful purposes as the Town may from time to time determine.

**Section 3.09. Budget and Appropriation of Sums.** The proceeds of the Series 2019 Bonds, together with all sums provided to make the payments specified in this Article III are hereby appropriated for said purposes, and in each year said amounts shall be included in the annual budget and the appropriation ordinance or measures to be adopted or passed by the Council in each year respectively while the Series 2019 Bonds, either as to principal or interest, are Outstanding and unpaid. No provisions of any constitution, Charter, statute, ordinance, resolution or other order or measure enacted after the issuance of the Series 2019 Bonds shall in any manner be construed as limiting or impairing the obligation of the Town to keep and perform the covenants contained in this Ordinance so long as the Series 2019 Bonds remain Outstanding and unpaid. Nothing herein shall prohibit the Council from appropriating other legally available funds of the Town to the Marina System Fund for the purposes thereof.

**Section 3.10. Excess Investment Earnings Account.** The Finance Director shall transfer into and pay from the Excess Investment Earnings Account hereby created within the Marina System Fund the amount of required arbitrage rebate, if any, due to the federal government under Sections 103 and 148(f)(2) of the Tax Code and regulations promulgated thereunder. The Finance Director shall determine such amounts in the manner required by said sections and related regulations and Section 6.20(b) hereof. Transfer of the required arbitrage rebate amounts shall be made from the Principal and Interest Account, the Series 2019 Debt Service Reserve Account, the Surplus Account, the Project Account or any other legally available funds of the Town or the Enterprise; provided, however, that required arbitrage rebate payments shall be made to the federal government from legally available funds regardless of whether there are any remaining proceeds or other funds attributable to the Series 2019 Bonds that are available for the purpose.

All amounts in the Excess Investment Earnings Account, including income earned from investment thereof, shall be held by the Finance Director free and clear of any lien created by this Ordinance, and the Finance Director shall remit the same to the federal government from time to time to the extent required by Section 6.20 hereof.

**Section 3.11. Surplus Account.** After the issuance of the Series 2019 Bonds, the Town shall deposit from time to time in the Surplus Account, created within the Marina System Fund by this Ordinance, legally available monies of the Enterprise, up to the amount provided by Final Terms Certificate (the "Maximum Surplus Amount"). The Town shall fund the Surplus Account

from one-half of any moneys remaining after application of the requirements of paragraphs FIRST, SECOND, and THIRD provided in Section 3.02 hereof. The Town shall have no obligation to fund the Surplus Account in any amount from any other sources nor to fund the Surplus Account beyond the Maximum Surplus Amount, provided that in the event of a draw on the Surplus Account before the Maximum Surplus Amount is accumulated, the Town shall nevertheless continue to fund the Surplus Account until the Maximum Surplus Amount is fully accumulated. Following the accumulation of the Maximum Surplus Amount the Town shall have no further obligation to replenish the Surplus Account in the event of a draw on the Surplus Account. Funds in the Surplus Account shall be applied solely to the timely payment of Debt Service Requirements of the Series 2019 Bonds (in the manner required by Section 3.05 hereof or this Section 3.11), the payment of Operation and Maintenance Expenses (as and when deemed necessary by the Town, regardless of amounts on deposit in the Operation and Maintenance Account), the payment of any Costs of the Project (as and when deemed necessary by the Town after expenditure of all amounts on deposit in the Project Account) to ensure the completion of the Project and the funding of the Excess Investment Earnings Account (as and when deemed necessary by the Town to comply with the requirements of Section 3.10 hereof) and shall not be used or pledged to the payment of any other obligations. For so long as the Surplus Account is in existence, moneys therein shall be used solely in accordance with this Article III.

In the event the amounts credited to the Principal and Interest Account and available to pay the Series 2019 Bonds are insufficient to pay the principal of, premium if any, or interest on the Series 2019 Bonds when due and there are moneys in the Surplus Account, the Town shall transfer to the Principal and Interest Account from the Surplus Account an amount which, when combined with moneys in the Principal and Interest Account, will be sufficient to make such payments when due. Any additional deficiency in the Principal and Interest Account Remaining after such transfer from the Surplus Fund shall be paid from the Series 2019 Debt Service Reserve Account in accordance with Section 3.05 hereof. In the event the amounts in the Principal and Interest Account, the Surplus Account and the Series 2019 Debt Service Reserve Account are insufficient to pay all principal, premium if any, and interest on any due date, the Town shall nonetheless transfer all moneys in the Surplus Account to the Principal and Interest Account and use such moneys for the purpose of making partial payments as provided herein with respect to the Series 2019 Bonds. Amounts in the Surplus Account shall not be used to redeem Series 2019 Bonds being called pursuant to any optional redemption provisions hereof, but may be used to pay Series 2019 Bonds coming due as a result of any mandatory sinking fund redemption. Amounts shall be transferred to the Principal and Interest Account from the Surplus Account before any amounts are transferred from the Series 2019 Debt Service Reserve Account.

Moneys credited to the Surplus Account may be invested pursuant to Section 4.02 hereof. All interest income from the investment or reinvestment of moneys credited to the Surplus Account shall be retained in the Surplus Account. Notwithstanding the preceding, the amount on deposit in the Surplus Account shall never exceed the amount of the Maximum Surplus Amount. On each Interest Payment Date, any funds in excess of the Maximum Surplus Amount shall be transferred from the Surplus Account to the Principal and Interest Account for payment of principal of and interest on the Series 2019 Bonds.

## ARTICLE IV

### GENERAL ADMINISTRATION OF FUNDS

**Section 4.01. Places and Times of Deposits.** Each of the special funds or accounts created or referred to in Article III hereof shall be maintained as a book account of the Town and all moneys accounted for therein shall at all times be either deposited in a Commercial Bank or invested in Permitted Investments. For purposes of such deposits or investments of moneys, nothing herein prevents the commingling of moneys accounted for in any two or more such funds or accounts pertaining to the Income. Such funds or accounts shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes of such funds or accounts. Each periodic payment shall be credited to the proper fund or account not later than the date therefor herein designated, except that when any such date shall be a Saturday, a Sunday or a legal holiday, then such payment shall be made on or before the next preceding business day.

**Section 4.02. Investment of Funds.** Any moneys in any fund or account described in Article III hereof may be invested, re-invested or deposited only in Permitted Investments. Securities or obligations purchased as such investments shall either be subject to redemption at any time at face value by the Owner thereof at the option of such Owner or shall mature at such time or times as shall most nearly coincide with the expected need for moneys from the fund or account in question. Securities or obligations so purchased as an investment of moneys in any such fund or account shall be deemed at all times to be a part of the applicable fund or account; provided that (with the exception of the Series 2019 Debt Service Reserve Account, the Surplus Account and the Excess Investment Earnings Account) the interest accruing on such investments and any profit realized therefrom shall be credited to the Marina System Fund, and any loss resulting from such investments shall be charged to the particular fund or account in question. Interest and profit realized from investments in the Series 2019 Debt Service Reserve Account shall be credited to the Series 2019 Debt Service Reserve Account; provided that, with respect to the Series 2019 Debt Service Reserve Account, so long as the amount in the Series 2019 Debt Service Reserve Account equals at least the minimum amount specified in Section 3.05 hereof, and with respect to the Surplus Account, once the amount in the Surplus Account exceeds the Maximum Surplus Amount, such interest and profit may be transferred to the Principal and Interest Account and distributed in the same manner as other moneys in the Principal and Interest Account. Any loss resulting from such investments in the Series 2019 Debt Service Reserve Account shall be charged to the Series 2019 Debt Service Reserve Account. The Town shall present for redemption or sale on the prevailing market any securities or obligations so purchased as an investment of moneys in a given fund or account whenever it shall be necessary to do so in order to provide moneys to meet any required payment or transfer from such fund or account. The Town shall not invest any moneys accounted for hereunder if any such investment would contravene the covenant concerning arbitrage in Section 6.20 hereof.

**Section 4.03. No Liability for Losses Incurred in Performing Terms of Ordinance.** Neither the Town nor any officer of the Town shall be liable or responsible for any loss resulting from any investment or reinvestment made in accordance with this Ordinance.

**Section 4.04. Character of Funds.** The moneys in any fund or account herein described shall consist of lawful money of the United States of America or investments permitted by Section 4.02 hereof or both such money and such investments. Moneys deposited in a demand or time deposit account in or evidenced by a certificate of deposit of a Commercial Bank pursuant to Sections 4.01 and 4.02 hereof, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States of America.

**Section 4.05. Accelerated Payments Optional.** Nothing contained herein prevents the accumulation in any fund or account designated herein of any monetary requirements at a faster rate than the rate or minimum rate, as the case may be, provided therefor, but no payment shall be so accelerated if such acceleration shall cause a default in the payment of any obligation of the Town pertaining to the Income.

## ARTICLE V

### PRIORITIES; LIENS; ISSUANCE OF ADDITIONAL SECURITIES

**Section 5.01. First Lien on Net Pledged Revenues; Equality of Bonds.** Except as expressly provided in this Ordinance with respect to Parity Bonds and Subordinate Securities, the Net Pledged Revenues and other funds expressly provided for herein shall be and hereby are irrevocably pledged and set aside to pay the Debt Service Requirements of the Series 2019 Bonds.

The Outstanding Parity Bonds constitute an irrevocable and first lien (but not necessarily an exclusive first lien) upon the Net Pledged Revenues.

Any Parity Bonds authorized, issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Net Pledged Revenues regardless of the time or times of the issuance thereof, it being the intention of the Council that there shall be no priority among Parity Bonds, regardless of the fact that they may be actually issued and delivered at different times.

**Section 5.02. Issuance of Additional Parity Bonds.** Nothing herein, except the limitations stated in Section 5.06 hereof, prevents the issuance by the Town of additional Parity Bonds payable from the Net Pledged Revenues and constituting a lien on the Net Pledged Revenues on a parity with, but not prior or superior to, the lien thereon of the Series 2019 Bonds; but before any such Parity Bonds are authorized or actually issued the Town shall satisfy the following conditions:

(a) ***Absence of Default.*** At the time of the adoption of the supplemental ordinance or other instrument authorizing the issuance of the Parity Bonds as provided in Section 5.06 hereof, the Town shall not be in default in making any payments required by Article III hereof.

(b) ***Historic Revenues Tests.***

(i) Except as hereinafter provided in the case of additional Parity Bonds issued for the purpose of refunding less than all of the Bonds and other Parity Bonds then outstanding, the Net Pledged Revenues for the last complete Fiscal Year prior to the issuance of the proposed additional Parity Bonds, as certified by the Town Manager, must have been equal to at least 125% of the Maximum Annual Debt Service Requirements of the Parity Bonds then Outstanding and the Parity Bonds proposed to be issued.

(ii) If any adjustment in rates, fees, tolls or charges is made by the Town during such Fiscal Year, the Town Manager shall adjust the calculation of the Net Pledged Revenues to reflect the amount thereof that would have been received if such adjustment had been in effect throughout such Fiscal Year.

(iii) For purposes of this Section 5.02(b), when computing the Maximum Annual Debt Service Requirements for any issue of Parity Bonds bearing interest at a variable, adjustable, convertible or other similar rate which is not fixed for the entire term thereof, it shall be assumed that any such securities outstanding at the time of the computation will bear interest during any period, if the interest rate for such periods shall not have been determined, at a fixed rate equal to the higher of 6.00% per annum or the highest interest rate borne during the preceding 24 months by Outstanding securities of the Town (excluding securities issued pursuant Part 1 of Article 3 of Title 29, Colorado Revised Statutes, as amended, or other similar securities) bearing interest at a variable, adjustable, convertible or other similar rate or, if no such securities of the Town are outstanding at the time of the computation, by any similar securities for which the interest rate is determined by reference to an index comparable to that to be utilized in connection with the securities proposed to be issued, or if the interest rate for such period has been determined and is not subject to variation, adjustment or conversion prior to the expiration of such period, at the rate so determined. It shall further be assumed that any such securities which may be tendered prior to maturity for purchase at the option of the Owner thereof will mature on their stated maturity or mandatory redemption dates.

(iv) In the case of additional Parity Bonds issued for the purpose of refunding less than all of the Series 2019 Bonds and other Parity Bonds then Outstanding, compliance with this Section 5.02(b) shall not be required so long as the Debt Service Requirements payable as to all Bonds and other Parity Bonds Outstanding after the issuance of such Parity Bonds on each Interest Payment Date do not exceed the Debt Service Requirements payable on all Bonds and other Parity Bonds Outstanding prior to the issuance of such Parity Bonds on such Interest Payment Date. The foregoing shall not prevent the extension of maturity of any such Parity Bonds, and no additional payments attributable to an extension of maturity shall constitute or be treated as an increase in Debt Service Requirements with respect to any such partially refunded Parity Bonds for purposes of this Section 5.02(iv).

**Section 5.03. Effect of Certification of Revenues.** Where certifications of revenues are required by this Ordinance, the specified and required written certifications of the Town Manager to the effect that revenues are sufficient to pay the required amounts shall be conclusively presumed to be accurate in determining the right of the Town to authorize issue, sell and deliver Parity Bonds.

**Section 5.04. Subordinate Securities Permitted.** Nothing herein, except the limitations stated in Section 5.06 hereof, prevents the Town from issuing Subordinate Securities for any lawful purpose, so long as, at the time of adoption of the supplemental ordinance or other instrument authorizing the issuance of Subordinate Securities, the Town shall not be in default in making any payments required in connection with any Outstanding Parity Bonds.

**Section 5.05. Superior Securities Prohibited.** The Town hereby agrees that it shall not issue any Superior Bonds or Superior Securities.

**Section 5.06. Supplemental Ordinances.** Parity Bonds or Subordinate Securities shall be issued only after authorization thereof by ordinance, supplemental ordinance or other instrument of the Council, in substantially the same form as this Ordinance, stating the purpose or purposes of the issuance of such additional Securities, directing the application of the proceeds thereof to such purpose or purposes, directing the execution thereof, and fixing and determining the date, series designation, principal amount, maturity or maturities, maximum rate or rates of interest and prior redemption privileges of the Town with respect thereto, and providing for payments to and from the Marina System Fund in accordance with this Ordinance. All additional Securities shall bear such date, shall be payable as to principal and interest on the same semiannual dates as the Bonds and shall be subject to redemption prior to maturity on such terms and conditions as may be provided, and shall bear interest at such rate or rates as may be fixed by ordinance, instrument or other document of the Council.

## ARTICLE VI

### COVENANTS

The Town hereby particularly covenants and agrees with the Owners, and makes the following covenants and provisions which shall be a part of its contract with such Owners, and shall be kept by the Town continuously until the Series 2019 Bonds have been fully paid and discharged:

**Section 6.01. Rate Maintenance Covenant.** The Town shall prescribe, revise and collect rates, fees and charges for use of the Marina System which shall produce Income sufficient, together with any other moneys legally available therefor and credited to the Marina System Fund, to make the payments and accumulations required by this Ordinance; and which shall produce Income sufficient, after payment of Operation and Maintenance Expenses, to pay an amount at least equal to 125% of the Combined Annual Debt Service Requirements for the Outstanding Parity Bonds. Such Income remaining after payment of Operation and Maintenance Expenses and the Debt Service Requirements of Outstanding Parity Bonds shall also be sufficient to pay 100% of the Combined Annual Debt Service Requirements of all Outstanding



Subordinate Securities, plus any amounts required to meet then existing deficiencies pertaining to any fund or account relating to the Net Pledged Revenues or any securities payable therefrom.

The Council will increase rates, fees and charges in such manner and to such extent as to reasonably ensure the payments and accumulations required by the provisions of this Ordinance. If in any year it shall appear that such rates, fees and charges at any time shall not be sufficient to make all of the payments and accumulations required by this Ordinance, the Town shall retain an Independent Rate Consultant who shall analyze the rate structure and utilization of the Marina System and make a written recommendation concerning any appropriate increases or other changes in such rate structure which would enable the Town to perform its covenants and make all of the payments and accumulations required hereby. The insufficiency of such rates, fees and charges to make such payments and accumulations shall not require any action by the Town to increase rates, fees or charges if, in the opinion of such consultant, the rates, fees and charges being imposed are reasonable and consistent with the maximization of the Net Pledged Revenues. The Town Council, as the governing body of the Enterprise, will promptly review and implement, if reasonably possible, the recommendations of such Independent Rate Consultant. So long as the Town continuously complies with the provisions of this paragraph, the failure to produce Income annually in an amount sufficient to pay the annual Operation and Maintenance Expenses and 125% of the Combined Annual Debt Service Requirements for the Outstanding Parity Bonds shall not constitute an Event of Default under this Ordinance.

**Section 6.02. Collection of Charges.** The Town shall cause all rates, fees and charges to be billed promptly and collected as soon as reasonable, and shall prescribe and enforce rules and regulations or impose contractual obligations for the payment thereof, to the end that the Net Pledged Revenues shall be adequate to meet the requirements of this Ordinance and any other ordinance or instrument supplemental thereto. The rates, fees and charges shall be collected in any lawful manner.

**Section 6.03. Competent Management.** The Town shall employ experienced and competent management personnel for each component of the Marina System. If the Town shall fail to pay the Debt Service Requirements of the Bonds promptly as the same become due, or if the Town shall fail to keep any of the covenants herein contained, and if such default shall continue for a period of 60 days, or if in any Fiscal Year the Net Pledged Revenues, together with any other moneys legally available therefor and credited to the Marina System Fund, should fail to equal at least the amount of the Debt Service Requirements of the Bonds and other obligations payable from the Net Pledged Revenues due in the Comparable Bond Year, the Town shall retain a firm of competent management Persons skilled and knowledgeable in and having a favorable national reputation for the operation of marina facilities to assist in the management of the Marina System so long as such default or deficiency continues. Such management firm shall deliver to the Owners copies of such records and reports relating to the Marina System as the Owners shall request from time to time.

**Section 6.04. Performance of Duties.** The Town, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Income and the Marina System required by the Constitution and laws of the State and the ordinances, resolutions and contracts of the Town, including without limitation the

proper segregation of the proceeds of the Series 2019 Bonds and the Income and their application from time to time to the respective funds provided therefor.

**Section 6.05. Costs of Issuance of Series 2019 Bonds and of Performance.** Except as otherwise specifically provided herein, all costs and expenses incurred in connection with the issuance of the Series 2019 Bonds, payment of the Debt Service Requirements, or the performance of or compliance with any covenant or agreement contained in this Ordinance shall be paid exclusively (but only from the appropriate special fund or account in the manner authorized herein) from the proceeds of the Series 2019 Bonds, the Net Pledged Revenues, or other legally available moneys, and in no event shall any of such costs or expenses be required to be paid out of or charged to the general fund of the Town.

**Section 6.06. Contractual Obligations.** The Town will perform all contractual obligations undertaken by it under its contract with the Owners and any other agreements relating to the Series 2019 Bonds, the Income or the Marina System. The Town will use its best reasonable efforts to perform all of its contractual obligations under and enforce all terms of any leases, contracts and other instruments with respect to the operation of the Marina System.

**Section 6.07. Further Assurances.** At any and all times the Town shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Net Pledged Revenues and other funds hereby pledged or assigned, or intended so to be, or which the Town may hereafter become bound to pledge or assign, or as may be reasonable and required to carry out the purposes of this Ordinance. The Town, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Net Pledged Revenues and other funds and accounts pledged hereunder and all the rights of the Owners hereunder against all claims and demands of all Persons.

**Section 6.08. Conditions Precedent.** Upon the date of issuance of any of the Series 2019 Bonds, all conditions, acts and things required by the Constitution or laws of the United States of America, the Constitution or laws of the State, the Charter, the Code and this Ordinance to exist, to have happened and to have been performed precedent to or in the issuance of the Series 2019 Bonds shall exist, have happened and have been performed, and the Series 2019 Bonds, together with all other obligations of the Town, shall not contravene any debt or other limitation prescribed by the Constitution or laws of the United States of America, the Constitution or laws of the State, the Charter or the Code.

**Section 6.09. Efficient Operation and Maintenance.** The Town shall at all times operate the Marina System properly and in a sound and economical manner. The Town shall maintain, preserve and keep the Marina System properly or cause the same so to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the maintenance of the Marina System may be properly and advantageously conducted. All salaries, fees, wages and other

compensation paid by the Town in connection with the repair, maintenance and operation of the Marina System shall be fair and reasonable.

**Section 6.10. Records and Accounts.** The Town will keep proper books of record and account, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the funds referred to herein.

**Section 6.11. Rules, Regulations and other Details.** The Town, acting by and through its officers, shall establish and enforce reasonable rules and regulations governing the construction, operation, care, repair, maintenance, management, control and use of the Marina System. The Town shall observe and perform all of the terms and conditions contained in this Ordinance and shall comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to the Marina System or the Town.

**Section 6.12. Payment of Governmental Charges.** The Town shall pay or cause to be paid all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Marina System, or upon any part thereof, or upon any portion of the Income, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Marina System, or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The Town shall not create or suffer to be created any lien or charge upon the Marina System, or any part thereof, or upon the Income, except the pledge and lien created by this ordinance for the payment of the Debt Service Requirements due in connection with the Series 2019 Bonds, and except as herein otherwise permitted. The Town shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 90 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Marina System, or any part thereof, or the Income, but nothing herein requires the Town to pay or to cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

**Section 6.13. Protection of Security.** The Town, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Debt Service Requirements of the Series 2019 Bonds or any other Securities payable from the Net Pledged Revenues according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of the Owners or the Owner of any other Securities payable from the Net Pledged Revenues might be prejudicially and materially impaired or diminished.

**Section 6.14. Accumulation of Interest Claims.** In order to prevent any accumulation of claims for interest after maturity, the Town shall not directly or indirectly extend or assent to the extension of the time for the payment of any claim for interest on any of the Series 2019 Bonds or any other Securities payable from the Net Pledged Revenues; and the Town shall not directly or indirectly be a party to or approve any arrangements for any such extension or for the purpose of keeping alive any of such claims for interest. If the time for the payment of any such installment of interest is extended in contravention of the foregoing provisions, such installment

or installments of interest after such extension or arrangement shall not be entitled in case of default hereunder to the benefit or the security of this Ordinance, except upon the prior payment in full of the principal of the Series 2019 Bonds and any such Securities the payment of which has not been extended.

**Section 6.15. Prompt Payment of Series 2019 Bonds.** The Town shall promptly pay the Debt Service Requirements of the Series 2019 Bonds at the places, on the dates and in the manner specified herein and in the Series 2019 Bonds according to the true intent and meaning hereof.

**Section 6.16. Use of Principal and Interest Account, Series 2019 Debt Service Reserve Account and Surplus Account.** The Principal and Interest Account, the Series 2019 Debt Service Reserve Account and the Surplus Account shall be used solely and only for the purpose of paying the Debt Service Requirements of Parity Bonds (or, in the case of the Series 2019 Debt Service Reserve Account and Surplus Account, the Series 2019 Bonds) to their respective maturities or any Redemption Date or Redemption Dates on which the Town is obligated to redeem such Parity Bonds or Series 2019 Bonds, subject to Article VII hereof (and subject to the provisions of Section 3.11 hereof permitting the additional use, at the sole discretion of the Town, of moneys on deposit in the Surplus Account to pay Costs of the Project, Operation and Maintenance Expenses and payments to fund the Excess Investment Earnings Account.

**Section 6.17. Additional Securities.** The Town shall not hereafter issue any Bonds or Securities relating to the System and payable from the Net Pledged Revenues, other than the Series 2019 Bonds, without compliance with the requirements with respect to the issuance of Parity Bonds or other Securities set forth herein to the extent applicable.

**Section 6.18. Other Liens.** At the time of issuance of the Series 2019 Bonds, there shall be no liens or encumbrances of any nature whatsoever on or against the System or any part thereof or on or against the Net Pledged Revenues, except as expressly provided by this Ordinance, or a Final Terms Certificate.

**Section 6.19. Surety Bonds.** Each official or other person having custody of the Income or responsible for its handling, shall be fully bonded at all times, which bond shall be conditioned upon the proper application of said moneys. The cost of each such bond shall be considered an Operation and Maintenance Expense, unless otherwise provided by law.

**Section 6.20. Federal Income Tax Covenants and Representations.** In addition to the various covenants made by it in this Ordinance, the Town covenants to and for the benefit of the Owners that it shall at all times do and perform the acts and things necessary or desirable to assure that interest paid on the Series 2019 Bonds shall be excluded from gross income for federal income tax purposes. The Town will not make or permit to be made any use of the original proceeds of the Series 2019 Bonds, or of any moneys treated as proceeds of the Series 2019 Bonds under the Tax Code and applicable regulations, rulings and decisions, or take, permit to be taken or fail to take any action which would adversely affect the exclusion from gross income of the interest on the Series 2019 Bonds under the Tax Code and applicable regulations, rulings and decisions. The Mayor, the Clerk and the Finance Director are authorized

to execute and deliver all such additional certificates, covenants or agreements as reasonably necessary to implement and comply with the foregoing covenant.

The Town hereby designates the Series 2019 Bonds as qualified tax exempt obligations within the meaning of Section 265(b)(3) of the Tax Code. The Town covenants that the aggregate face amount of all tax-exempt obligations issued by the Town, together with governmental entities which derive their issuing authority from the Town or are subject to substantial control by the Town, are not reasonably expected to be more than \$10,000,000 during calendar year 2019.

**Section 6.21. Disposition of Property.** Except for the use of the System and services pertaining thereto in the ordinary course of business, no part of the System shall be sold, leased, mortgaged, pledged, encumbered or otherwise disposed of or otherwise alienated until the Series 2019 Bonds have been paid in full, or unless provision has been made therefor, or until the Series 2019 Bonds have otherwise been redeemed; provided, however, that the Town may sell, exchange or lease at any time and from time to time any property or facilities constituting part of the System and not needed in the construction, reconstruction or operation thereof; but any proceeds of any such sale or exchange received and not used to replace such property so sold or exchanged shall be deposited in the Marina System Fund, and any proceeds of any such lease received shall be deposited by the Town as Income of the Marina System. Notwithstanding the provisions of this Section 6.21, the Town may dispose of any facilities constituting a part of the System; provided that (a) at the time of such disposition such facility has not produced Income at least equal to the Operation and Maintenance Expenses reasonably allocable to it for a period of at least one full fiscal year; and (b) such disposition will not, in the opinion of Bond Counsel, have a material adverse effect upon the federal income tax treatment of interest on the Series 2019 Bonds. The expiration or termination of a lease, license, management agreement or similar arrangement under which the Town operates a marina facility owned by another Person shall not be deemed to be a disposition of property for purposes of this Section 6.21.

**Section 6.22. Loss from Condemnation.** If any part of the System is taken by the exercise of a power of eminent domain, the amount of any award received by the Town as a result of such taking shall be expended upon the Improvement of the System or shall be applied to the pro rata redemption or defeasance of the Outstanding Parity Bonds in accordance with the provisions hereof and of any other instrument pertaining to the issuance of any such Parity Bonds at maturity or prior thereto if the authorizing ordinances authorize the prior redemption of such securities, or shall be deposited in the Marina System Fund and held as a reserve for expenditure subsequently upon such capital improvements, or any combination thereof, as the Council may determine.

**Section 6.23. Inspection of Records.** The Owners or any Owner of any other Securities payable from the Net Pledged Revenues, or their duly authorized agent or agents, shall have the right at all reasonable times to inspect all records, accounts and data relating thereto, concerning the System or the Income, to make copies of such records, accounts and data at the Owner's or such Owners' expense, and to inspect the System and properties comprising the System.

**Section 6.24. Audits Required.** The Town, annually following the close of each Fiscal Year, shall order an audit for the Fiscal Year of the books and accounts pertaining to the System

to be made forthwith by an Independent Accountant, and order an audit report showing the receipts and disbursements for each fund or account pertaining to the System or the Income. All expenses incurred in the making of the audits and reports required by this Section may be regarded and paid as an Operation and Maintenance Expense. The Town shall deliver to the Owners, promptly after the receipt thereof, copies of all such audits and reports.

**Section 6.25. Insurance and Reconstruction.** Except to the extent that the Town elects to insure itself, the Town shall at all times maintain with responsible insurers all such insurance reasonably required and obtainable within limits and at costs deemed reasonable by the Town as is customarily maintained with respect to marina facilities of like character against loss of or damage to the System and against public and other liability to the extent at least reasonably necessary to protect the interest of the Town and of the Owners and the Owner of any other Security payable from the Net Pledged Revenues, except as herein otherwise provided. If any revenue generating part of the System shall be damaged or destroyed, the Town shall, as expeditiously as possible, commence and diligently proceed with the repair or replacement of the damaged or destroyed property so as to restore the same to use; provided that no such repair or replacement shall be required if the Town shall determine in good faith that the damaged or destroyed property was not, prior to such damage or destruction, materially contributing to the Net Pledged Revenues. The proceeds of any insurance appertaining to the System shall be payable to the Town and (except for proceeds of use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement, and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Marina System Fund as Income. If the costs of such repair and replacement of the damaged or destroyed property exceed the proceeds of such property insurance available for payment of the same, moneys in the Marina System Fund shall be used to the extent necessary for such purpose, as permitted by Section 3.08 hereof.

## ARTICLE VII

### DEFEASANCE

When all Debt Service Requirements of the Series 2019 Bonds have been duly paid, the pledge and lien and all obligations hereunder shall thereby be discharged and the Series 2019 Bonds shall no longer be deemed to be Outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the Town has placed in escrow or in trust with a Trust Bank, located within or without the State, cash or Federal Securities in an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to pay all Debt Service Requirements of the Series 2019 Bonds, as the same become due at their maturity date or upon any Redemption Date as of which the Town shall have exercised or shall have obligated itself to exercise its option to call the Series 2019 Bonds for prior redemption. The Federal Securities shall become due prior to the respective times at which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Town and such bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the Owner thereof to assure such availability as so needed to meet such schedule. Nothing herein shall be construed to prohibit a partial defeasance of the Series 2019 Bonds in accordance with the provisions of this Article VII.

## ARTICLE VIII

### DEFAULTS AND REMEDIES

**Section 8.01. Events of Default.** Each of the following events is hereby declared to be and to constitute an Event of Default:

(a) ***Nonpayment of Principal.*** Payment of the principal of the Series 2019 Bonds or any other Parity Bond is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

(b) ***Nonpayment of Interest.*** Payment of any installment of interest on the Series 2019 Bonds or any other Parity Bond is not made when the same becomes due and payable;

(c) ***Incapacity to Perform.*** The Town for any reason becomes incapable of fulfilling its obligations hereunder;

(d) ***Nonperformance of Duties.*** The Town shall have failed to carry out and to perform (or in good faith to begin the performance of) all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Income or to the Marina System or otherwise, including, without limitation, this Ordinance or the ordinance authorizing any other issue of Parity Bonds, and such failure shall continue for 60 days after receipt of notice from the Owners of 25% in aggregate principal amount of the Parity Bonds then Outstanding; provided that if such failure cannot be cured within such 60 days and if during that period corrective action has commenced to remedy such failure and subsequently is diligently pursued by the Town to the completion of such performance, an Event of Default shall not be deemed to have occurred;

(e) ***Failure to Reconstruct.*** The Town discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any essential part of the Marina System which is condemned, destroyed or damaged and is not promptly repaired or replaced (whether such failure to repair the same is due to impracticality of such repair or replacement, or is due to a lack of moneys therefor, or for other reason);

(f) ***Appointment of Receiver.*** An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the Town, appointing a receiver or receivers for the Marina System or for the Income and any other moneys subject to the lien to secure the payment of the Series 2019 Bonds or any other Parity Bond, or both the Marina System and such moneys, or if any order or decree, having been entered without the consent or acquiescence of the Town, is not vacated or discharged or stayed on appeal within 60 days after entry; and

(g) ***Default of Any Provision.*** The Town defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions on its part to be performed, contained in the Series 2019 Bonds or any Parity Bond, or in this Ordinance or the ordinance authorizing any issue of Parity Bonds,

and if such default continues for 60 days after written notice, specifying such default and requiring the same to be remedied, is given to the Town by the Owners of 25% in aggregate principal amount of the Parity Bonds then Outstanding; provided that if such failure cannot be cured within such 60 days and if during that period corrective action has been commenced to remedy such default and subsequently is diligently pursued to the completion of such performance, an Event of Default shall not be deemed to have occurred.

**Section 8.02. Remedies for Defaults.** Upon the happening and continuance of any of the Events of Default in Section 8.01 hereof, then and in every case the Owner or Owners of not less than 25% in aggregate principal amount of the Parity Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the Town and its agents, officers and employees to protect and to enforce the rights of any Owner of Parity Bonds under this Ordinance or the ordinance authorizing any other issue of Parity Bonds by mandatory injunction or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or an operating trustee or for the specific performance of any covenant or agreement contained herein or for any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any such Owner or Owners, or to require the Town to act as if it were the trustee of an express trust, or any combination of such remedies or as otherwise may be authorized by any statute or other provision of law. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of Parity Bonds then Outstanding. Any receiver or operating trustee appointed in any proceedings to protect the rights of such Owners hereunder or under the ordinance authorizing any other issue of Parity Bonds may collect, receive and apply all Income arising after the appointment of such receiver or operating trustee in the same manner as the Town itself might do. The consent to any such appointment is hereby expressly granted by the Town.

**Section 8.03. Rights and Privileges Cumulative.** The failure of any Owner of any Outstanding Parity Bond to proceed in any manner herein provided shall not relieve the Town or any of its officers, agents or employees of any liability for failure to perform to carry out any duty, obligation or other commitment. Each right or privilege of any such Owner or trustee therefor is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any such Owner shall not be deemed a waiver of any other right or privilege thereof. Each such Owner shall be entitled to all of the privileges, rights and remedies provided or permitted in this Ordinance and as otherwise provided or permitted by law or in equity or by statute, except as provided in Sections 10.02 and 10.03 hereof, and subject to the applicable provisions concerning the Income and the proceeds of the Series 2019 Bonds. Nothing herein affects or impairs the right of any such Owner to enforce the payment of the Debt Service Requirements due in connection with such Owner's Securities or the obligation of the Town to pay the Debt Service Requirements of each Security to the Owner thereof at the time and the place expressed in such Security.

**Section 8.04. Duties Upon Default.** Upon the happening of any of the Events of Default as provided in Section 8.01 hereof, the Town, in addition, will do and perform all proper acts on behalf of and for the Owners of the Outstanding Parity Bonds to protect and to preserve



the security pledged for the payment of their Parity Bonds and to ensure the payment of the Debt Service Requirements promptly as the same become due. During any period of default, so long as any Parity Bonds, as to any Debt Service Requirements, are Outstanding, except to the extent it may be unlawful to do so, all Net Pledged Revenues shall be paid into the Principal and Interest Account on an equitable and prorated basis, and used for the purposes therein provided. If the Town fails or refuses to proceed as in this Section 8.04 provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Parity Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Outstanding Parity Bonds as hereinabove provided; and to that end any such Owners of the Outstanding Parity Bonds shall be subrogated to all rights of the Town under any agreement or contract involving the Net Pledged Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Parity Bonds are Outstanding. Nothing herein requires the Town to proceed as provided herein if it determines in good faith and without any abuse of its discretion that if it so proceeds it is more likely than not to incur a net loss rather than a net gain or that such action is likely to affect materially and prejudicially the Owners of any Outstanding Parity Bonds.

**Section 8.05. Evidence of Security Owners.** Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owners or the Owner of any other Securities may be in one instrument or more than one instrument of similar tenor and shall be signed or may be executed by each Owner in person or by his attorney appointed in writing. Proof of the execution of any such instrument or of any instrument appointing any such attorney, or the Ownership by any Person of the Securities, shall be sufficient for any purpose of this ordinance (except as otherwise herein expressly provided) if made in the following manner:

(a) ***Proof of Execution.*** The fact and the date of the execution by any Owner of the Series 2019 Bonds or other Securities or his attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of any officer of a bank or trust company satisfactory to the Registrar or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the individual signing such request or other instrument acknowledged to him the execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any Securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice-president of such corporation with the corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity.

(b) ***Proof of Ownership.*** The amount of Securities owned by any Person executing any instrument as an Owner, and the numbers, date and other identification thereof, together with the date of his Ownership of the Securities, shall be determined from the registration books of the Town. The amount of other securities, if applicable, owned by any Person executing any instrument as an Owner of such Securities, and the

numbers, date and other identification thereof, shall be determined from the related registration books; but the Registrar may nevertheless in its discretion require further or other proof in cases where it deems the same advisable.

## **ARTICLE IX**

### **AMENDMENT OF ORDINANCE**

**Section 9.01. Amendments of Ordinance Not Requiring Consent of Parity Bond Owners.** The Town may, without the consent of, or notice to, the Owners of the Outstanding Parity Bonds, adopt ordinances amendatory or supplemental hereto (which amendments or supplements shall thereafter form a part hereof) for any one or more or all of the following purposes:

- (a) to cure or correct any formal defect, ambiguity or inconsistent provision contained in this Ordinance;
- (b) to appoint successors to the Paying Agent, Registrar or Transfer Agent;
- (c) to designate a trustee for the Owners of the Outstanding Parity Bonds, to transfer custody and control of the Income to such trustee, and to provide for the rights and obligations of such trustee;
- (d) to add to the covenants and agreements of the Town or the limitations and restrictions on the Town set forth herein;
- (e) to pledge additional revenues, properties or collateral to the payment of the Outstanding Parity Bonds;
- (f) to cause this Ordinance to comply with the Trust Indenture Act of 1939, as amended from time to time; or
- (g) to effect any such other changes hereto which do not materially adversely affect the interests of the Owners of the Outstanding Parity Bonds.

The Owners shall receive notice of the adoption of any amendment pursuant to this Section 9.01.

**Section 9.02. Amendment of Ordinance Requiring Consent of Owners.** Exclusive of the amendatory ordinances covered by Section 9.01 hereof, this Ordinance may be amended or modified by ordinances or other instruments duly adopted by the Town Council, without receipt by it of any additional consideration, but with the written consent of the Owners of 66% in aggregate principal amount of the Parity Bonds then Outstanding at the time of the adoption of such amendatory ordinance; provided that no such amendatory ordinance shall permit, without the consent of the Owner of the Parity Bond or Bonds affected thereby:

- (a) ***Changing Payment.*** A change in the maturity or in the terms of redemption of the principal of any Parity Bond or any installment of interest thereon;

(b) ***Reducing Return.*** A reduction in the principal amount of any Parity Bond or the rate of interest thereon;

(c) ***Prior Lien.*** The creation of a lien upon or a pledge of revenues ranking prior to the lien or to the pledge created by this Ordinance;

(d) ***Modifying Amendment Terms.*** A reduction of the principal amount or percentages of the Outstanding Parity Bonds, or any modification otherwise affecting the description of any Parity Bonds, or otherwise changing the consent of the Owners of Parity Bonds, which may be required herein for any amendment hereto;

(e) ***Priorities Between Issues of Parity Bonds.*** The establishment of priorities as between the Series 2019 Bonds or any other Parity Bonds under the provisions of this Ordinance or any other ordinance authorizing Parity Bonds; or

(f) ***Partial Modification.*** Any modifications otherwise materially and prejudicially affecting the rights or privileges of the Owners of less than all of the Parity Bonds then Outstanding.

Whenever the Council proposes to amend or modify this Ordinance under the provisions of this Section 9.02 it shall give notice of the proposed amendment by mailing such notice to the Owners or to any successor thereof known to the Town Clerk and to all Owners of Parity Bonds, if applicable, and to the Owners at the addresses appearing on the registration books of the Town, or by electronic means to DTC or its successors. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance or other instrument is on file in the office of the Town Clerk for public inspection.

**Section 9.03. Time for and Consent to Amendment.** Whenever at any time within one year from the date of the completion of the notice required to be given by Section 9.02 hereof there shall be filed in the office of the Town Clerk an instrument or instruments executed by the Owners of at least 66% in aggregate principal amount of the Outstanding Parity Bonds, which instrument or instruments shall refer to the proposed amendatory ordinance or other instrument described in such notice and shall specifically consent to and approve the adoption of such ordinance or other instrument, thereupon, but not otherwise, the Council may adopt such amendatory ordinance or instrument and such ordinance or instrument shall become effective. If the Owners of at least 66% in aggregate principal amount of the Outstanding Parity Bonds, at the time of the adoption of such amendatory ordinance or instrument, or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Parity Bond, whether or not such Owner shall have consented to or shall have revoked any consent as herein provided, shall have any right or interest to object to the adoption of such amendatory ordinance or other instrument or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the Town from taking any action pursuant to the provisions thereof. Any consent given by the Owner of a Parity Bond pursuant to the provisions hereof shall be irrevocable for a period of six months from the date of the completion of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Parity Bond during such period. Such consent may be revoked at any time after six months from the completion of such notice, by the Owner who gave such consent

or by a successor in title, by filing notice of such revocation with the Town Clerk, but such revocation shall not be effective if the Owners of 66% in aggregate principal amount of the Outstanding Parity Bonds, prior to the attempted revocation, shall have consented to and approved the amendatory instrument referred to in such revocation.

**Section 9.04. Unanimous Consent.** Notwithstanding anything in the foregoing provisions contained, the terms and the provisions of this Ordinance, or of any ordinance or instrument amendatory thereof, and the rights and the obligations of the Town and of the Owners of the Outstanding Parity Bonds may be modified or amended in any respect upon the adoption by the Town and upon the filing with the Town Clerk of an instrument to that effect and with the consent of the Owners of all the then Outstanding Parity Bonds, such consent to be given in the manner provided in Section 9.03 hereof; and no notice to Owners of Outstanding Parity Bonds shall be required as provided in Section 9.02 hereof, nor shall the time of consent be limited except as may be provided in such consent.

**Section 9.05. Exclusion of Securities.** At the time of any consent or other action taken hereunder the Registrar shall furnish to the Town Clerk a certificate, upon which the Town Clerk may rely, describing all Parity Bonds to be excluded for the purpose of consent or other action or any calculation of Outstanding Securities provided for hereunder, and, with respect to such excluded Securities, the Town shall not be entitled or required with respect to such Securities to give or obtain any consent or to take any other action provided for hereunder.

**Section 9.06. Notation on Series 2019 Bonds.** Any certificate evidencing the Series 2019 Bonds delivered after the effective date of any action taken as provided in Section 9.01, 9.02 or 9.04 or certificate evidencing the Series 2019 Bonds Outstanding at the effective date of such action, may bear a notation thereon by endorsement or otherwise in form approved by the Council as to such action; and if any such certificate evidencing the Series 2019 Bonds so executed and delivered after such date does not bear such notation, then upon demand of the Owners at such effective date and upon presentation of the certificate evidencing the Series 2019 Bonds for such purpose at the principal office of the Town, suitable notation shall be made on the certificate evidencing the Series 2019 Bonds by the Town Clerk as to any such action. If the Council so determines, a new Series 2019 Bonds so modified as in the opinion of the Council to conform to such action shall be prepared, executed and delivered; and upon demand of the Owners, shall be exchanged without cost to such Owners for the certificate outstanding upon surrender of such Outstanding certificate.

**Section 9.07. Proof of Instruments and Bonds.** The fact and date of execution of any instrument under the provisions of this Article IX, the amount of Securities owned by any Person executing such instrument, and the date of their registering the same may be proved as provided by Section 8.05 hereof.

## ARTICLE X

### MISCELLANEOUS

**Section 10.01. Sale of Series 2019 Bonds.** The Series 2019 Bonds shall be sold in the manner provided by the Charter for the sale of Town bonds, and, upon compliance with the

procedure provided in the Charter concerning negotiated sales of bonds, may be sold to the Underwriter at negotiated sale at a price, to be determined by Final Terms Certificate, not less than 97% of their principal amount plus accrued interest, if any, to the date of their delivery to the Underwriter.

**Section 10.02. Character of Agreement.** None of the covenants, agreements, representations or warranties contained herein or in the Series 2019 Bonds shall ever impose or be construed as imposing any liability, obligation or charge against the Town (except for the special funds pledged therefor) or against the general credit of the Town payable out of general funds or out of any funds derived from general property taxes.

**Section 10.03. No Pledge of Property.** The payment of the Series 2019 Bonds is not secured by an encumbrance, mortgage or other pledge of property of the Town except for the Net Pledged Revenues. No property of the Town, subject to such exception with respect to the Net Pledged Revenues, is pledged for the payment of the Series 2019 Bonds or shall be liable to be forfeited to taken in payment of the Series 2019 Bonds.

**Section 10.04. Statute of Limitations.** No action or suit based upon any Series 2019 Bonds or other obligation of the Town shall be commenced after it is barred by any statute of limitations pertaining thereto. Any trust or fiduciary relationship between the Town and the Owners or the obligee regarding any such obligation shall be conclusively presumed to have been repudiated on the maturity date or other due date thereof unless the Series 2019 Bonds is presented for payment or demand for payment of such other obligation is otherwise made before the expiration of the applicable limitation period. Any moneys from whatever source derived remaining in any fund or account reserved, pledged or otherwise held for the payment of any such obligation, action or suit, the collection of which has been barred, shall revert to the Marina System Fund, unless the Council shall otherwise provide by ordinance. Nothing herein prevents the payment of any such Series 2019 Bonds or other obligation after an action or suit for its collection has been barred if the Council in its absolute discretion deems it in the best interests of the Town or the public so to do and orders such payment to be made.

**Section 10.05. Delegated Duties.** The officers of the Town are hereby authorized and directed to enter into such agreements and take all action necessary or appropriate to effectuate the provisions of this Ordinance and to comply with the requirements of law, including, without limitation:

(a) ***Preparation of Series 2019 Bonds.*** The preparation of the Series 2019 Bonds, including the attachment thereto of a copy of the approving legal opinion of Kutak Rock LLP, bond counsel, duly certified by the Registrar;

(b) ***Execution, Registration and Delivery of Bonds.*** The execution and registration of the Series 2019 Bonds and the delivery of the Series 2019 Bonds to the Underwriter pursuant the provisions of this Ordinance, and in connection therewith the execution and delivery of any reasonably related documents including without limitation the Bond Purchase Agreement;

(c) **Information.** The assembly and dissemination of financial and other information concerning the Town and the Series 2019 Bonds including preparation and delivery of a preliminary and final official statement;

(d) **Closing Certificates.** The execution of such certificates as may be reasonably required by the Underwriter, relating, among other things, to:

(i) the signing of the Series 2019 Bonds;

(ii) the tenure and identity of the officials of the Town;

(iii) if in accordance with fact, the accuracy and completeness of the information in the final official statement and the absence of litigation, pending or threatened, affecting the validity of the Series 2019 Bonds;

(iv) the excludability of interest on the Series 2019 Bonds from gross income for federal and State income tax purposes; and

(v) the delivery of the Series 2019 Bonds and the receipt of the purchase price thereof.

(e) **Official Statement.** The draft Preliminary Official Statement for the Series 2019 Bonds presented to Council prior to final adoption of this Ordinance is on file in the office of the Town Clerk. The Preliminary Official Statement, in substantially the form so presented, is hereby deemed by the Town to be a “nearly final official statement” for purposes of Securities and Exchange Commission Rule 15c2-12. The distribution and use by the Underwriter, for the reoffering of the Series 2019 Bonds to the public, of the final Official Statement (the “Official Statement”) in substantially the form of the Preliminary Official Statement, but with such amendments, additions and deletions as are consistent with the facts is hereby authorized and approved, and the Mayor is authorized to sign the final Official Statement on behalf of the Town.

**Section 10.06. Successors.** Whenever herein the Town is named or is referred to, such provision shall be deemed to include any successors of the Town, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the Town contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agency, instrumentality or other Person or Persons to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the Town or of its respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

**Section 10.07. Rights and Immunities.** Except as herein otherwise expressly provided, nothing herein expressed or implied is intended or shall be construed to confer upon or to give to any Person, other than the Town and the Owners, any right, remedy or claim under or by reason hereof or of any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements herein contained by or on behalf of the Town shall be for the sole and exclusive benefit of the Town and the Owners.

No recourse shall be had for the payment of the Debt Service Requirements of the Series 2019 Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other ordinance or instrument pertaining thereto, against any individual member of the Council, or any officer or other agent of the Town, past, present or future, either directly or indirectly through the Town, or otherwise, whether by virtue of any constitution, statute or rule of law or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Series 2019 Bonds and as a part of the consideration of its issuance specially waived and released by the Owners.

**Section 10.08. Ratification.** All action not inconsistent with the provisions of this Ordinance heretofore taken by the Town or its officers, and otherwise by the Town directed toward the Project and the issuance of the Series 2019 Bonds is hereby ratified, approved and confirmed.

**Section 10.09. Facsimile Signatures.** Pursuant to the Uniform Facsimile Signature of Public Officials Act, Part 1 of Article 55 of Title 11, Colorado Revised Statutes, as amended, the Mayor and the Town Clerk shall forthwith, and in any event prior to the time the Series 2019 Bonds are delivered to the Owners, file with the Colorado Secretary of State their manual signatures certified by them under oath.

**Section 10.10. Ordinance Irrepealable.** This Ordinance is, and shall constitute, a legislative measure of the Town and after the Series 2019 Bonds are issued, this Ordinance shall constitute an irrevocable contract between the Town and the Owners; and this Ordinance, subject to the provisions of Articles VII and IX hereof, if the Series 2019 Bonds is in fact issued, shall be and shall remain irrepealable until the Series 2019 Bonds, as to all Debt Service Requirements, shall be fully paid, cancelled and discharged, as herein provided.

**Section 10.11. Repealer of Measures.** All acts, orders, resolutions, ordinances or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof heretofore repealed.

**Section 10.12. Severability.** If any section, paragraph, clause or provision of this Ordinance or the Series 2019 Bonds shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 10.13. Effective Date.** This Ordinance shall take effect 5 days after publication following final passage, and shall expire by its terms to the extent that the Series 2019 Bonds are not executed and delivered by December 31, 2019

**Section 10.14. Publication by Reference.** Pursuant to Section 3-9(f) of the Charter, this Ordinance may be published by title, with a notice that copies of this Ordinance are available at the office of the Town Clerk following second reading.

**Section 10.15. Disposition of Ordinance.** Pursuant to Section 3-9(g) of the Charter, following its adoption this Ordinance shall be signed by the Mayor and attested by the Town Clerk, and affidavits of publication shall be retained with the Ordinance in the Town's records.

INTRODUCED, READ, AND ORDERED PUBLISHED this 8th day of JANUARY,  
2019.

PASSED AND ORDERED PUBLISHED BY REFERENCE 22nd day of JANUARY,  
2019.

[SEAL]

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

Attest:

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

Approved as to Form:

By \_\_\_\_\_  
Thad Renaud, Town Attorney



**NEW ISSUE – BOOK-ENTRY ONLY  
BANK QUALIFIED****NOT RATED**

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2019 Bonds (including any original issue discount properly allocable to the owner of a Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. The Town has designated the Series 2019 Bonds as “qualified tax-exempt obligations” under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTERS” herein.

**\$5,630,000\***

**Town of Frisco, Colorado**  
acting by and through its  
**Marina Enterprise**  
**Marina Enterprise Revenue Bonds**  
**Series 2019**

**Dated: Date of Delivery****Due: December 1, as shown below**

The Series 2019 Bonds are issued as fully registered bonds in book-entry form only in denominations of \$\_\_\_\_\_ or integral multiples thereof. The Series 2019 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), securities depository for the Series 2019 Bonds. Individual purchases will be made in book-entry-only form in authorized denominations. Purchasers, as Beneficial Owners, will not receive certificates evidencing their interest in the Series 2019 Bonds. Interest on the Series 2019 Bonds is payable [June 1, 2019] and semiannually thereafter each December 1 and June 1 until maturity.

<u>Year (December 1)</u>	<u>Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP®</u>	<u>Year (December 1)</u>	<u>Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP®</u>
2021	\$75,000	%	%		2035	\$190,000	%	%	
2022	80,000				2036	200,000			
2023	90,000				2037	210,000			
2024	95,000				2038	225,000			
2025	100,000				2039	240,000			
2026	110,000				2040	250,000			
2027	115,000				2041	265,000			
2028	125,000				2042	280,000			
2029	130,000				2043	295,000			
2030	140,000				2044	315,000			
2031	150,000				2045	330,000			
2032	160,000				2046	350,000			
2033	170,000				2047	370,000			
2034	180,000				2048	390,000			

The Series 2019 Bonds are issued in the name of the Marina Enterprise of the Town for the purposes of (i) financing the construction of improvements to the Town’s Marina serving Dillon Reservoir, as described herein, and (ii) paying the costs of issuance of the Series 2019 Bonds.

The Series 2019 Bonds are special and limited obligations of the Town, acting by and through the Enterprise, payable solely from and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived from the operation of the System, after payment of all necessary and proper costs of efficient operation and maintenance thereof. See “THE SERIES 2019 BONDS—Security and Flow of Funds.” The Series 2019 Bonds are not general obligations of the Town, and are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation.

The Series 2019 Bonds are subject to redemption prior to maturity as described herein.

*The Series 2019 Bonds do not have a credit rating from any source and are not suitable investments for all investors. Each prospective purchaser is responsible for assessing the merits and risks of an investment in the Series 2019 Bonds and must be able to bear the economic risk of such investment in the Series 2019 Bonds.*

*This cover page is not a summary of the issue. Investors should read the Official Statement in its entirety to make an informed investment decision.*

The Series 2019 Bonds are offered when, as, and if issued by the Town and accepted by the Underwriter named below, subject to prior sale, the approval of validity by Kutak Rock LLP, Denver, Colorado, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Town by Murray Dahl Beery Renaud LLP, Denver, Colorado, as Town Attorney. Delivery of the Series 2019 Bonds through DTC in New York, New York, is expected on or about February \_\_, 2019.

**George K. Baum & Company**

The date of this Official Statement is February \_\_, 2019.

\* Preliminary; subject to change.

© Copyright 2018 CUSIP Global Services. CUSIP is a registered trademark of the American Bankers Association. CUSIP Global Services is managed on behalf of the American Bankers Association by S&P Capital IQ.

No dealer, salesman, or other person has been authorized to give any information or to make any representation with respect to the Series 2019 Bonds which is not contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Town. The information in this Official Statement is subject to change and neither the delivery of this Official Statement nor any sale made after any such delivery shall, under any circumstances, create any implication that there has been no change since the date of this Official Statement. This Official Statement shall not constitute an offer to sell or the solicitation of any offer to buy, and there shall be no sale of any of the Series 2019 Bonds, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

SUMMARY OF THE OFFICIAL STATEMENT.....	I	DEBT STRUCTURE OF THE ENTERPRISE.....	22
INTRODUCTION .....	1	Generally .....	22
FORWARD-LOOKING STATEMENTS .....	1	No Outstanding Obligations.....	22
RISK FACTORS .....	2	THE TOWN .....	22
Special and Limited Obligations.....	2	General .....	22
No Prior Enterprise Debt .....	2	Town Government.....	23
Competition .....	2	Administration.....	23
Operational Risks.....	3	Services; Employees.....	24
Seasonal Operation of Facilities.....	3	Pension and Other Benefits .....	25
Tourism Dependency.....	3	Town Insurance Coverage.....	25
Material Contractual Obligations Affecting		Material Contracts .....	26
the System.....	3	Master Plan and Capital Improvement	
THE SERIES 2019 BONDS .....	4	Program.....	26
Description of the Series 2019 Bonds.....	4	CONSTITUTIONAL LIMITATIONS ON	
Authority for Issuance.....	4	TAXES, REVENUES, BORROWING AND	
Registration and Payment .....	4	SPENDING.....	26
Book-Entry Form.....	4	NOT RATED .....	27
Redemption.....	4	LITIGATION.....	27
Security and Flow of Funds .....	5	TAX MATTERS .....	27
Debt Service Requirements.....	9	Generally .....	27
Coverage .....	9	Original Issue Discount .....	28
Secondary Market Disclosure Undertaking .....	10	Original Issue Premium.....	29
USE OF PROCEEDS .....	11	Recognition of Income Generally.....	29
Sources and Uses of Funds .....	11	Bank Qualified .....	29
The Project Account .....	11	Backup Withholding.....	29
The Project.....	11	Changes in Federal Tax Law .....	30
THE ENTERPRISE.....	12	UNDERWRITING.....	30
Origins and Purpose.....	12	LEGAL MATTERS .....	30
Management .....	13	FINANCIAL STATEMENTS.....	30
Denver Water Settlement.....	13	MISCELLANEOUS.....	31
Designation and Character of the Enterprise		APPENDIX A	SUMMARY OF BOND ORDINANCE
for Purposes of TABOR.....	14	APPENDIX B	PROPOSED FORM OF OPINION OF
THE SYSTEM.....	14		KUTAK ROCK LLP, BOND
Facilities.....	14		COUNSEL
Post-Project Expansion of System Facilities.....	15	APPENDIX C	AUDITED COMPREHENSIVE
Dillon Reservoir Restrictions and			ANNUAL FINANCIAL REPORT OF
Regulations .....	15		THE TOWN AS OF DECEMBER 31,
Risk Management .....	15		2017
Principal Revenue Sources of the System.....	16	APPENDIX D	BOOK-ENTRY-ONLY SYSTEM
Principal Items of System Expenses .....	19	APPENDIX E	ECONOMIC AND DEMOGRAPHIC
FINANCIAL INFORMATION CONCERNING			INFORMATION
THE SYSTEM.....	19	APPENDIX F	PROPOSED FORM OF LIMITED
Enterprise Operating History .....	19		CONTINUING DISCLOSURE
Marina Enterprise Fund Budget.....	20		UNDERTAKING
Management's Discussion and Analysis.....	21		
Five-Year Capital Improvement Plan .....	22		

**NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE HAS APPROVED OR DISAPPROVED THE SERIES 2019 BONDS OR THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

## SUMMARY OF THE OFFICIAL STATEMENT

- The Town** ..... The Town of Frisco, Colorado (the “Town”) is a home-rule municipality and political subdivision of the State of Colorado (the “State”). The Town covers approximately two square miles and currently has an estimated permanent population of approximately 3,000. The Town’s 2018 certified assessed valuation for property tax purposes is \$\_\_\_\_\_. See “THE TOWN.
- The Series 2019 Bonds** ..... The Marina Enterprise Revenue Bonds, Series 2019, in the aggregate principal amount of \$5,630,000\* are issued by the Town, acting by and through its Marina Enterprise, and will be delivered in book-entry form only through the facilities of The Depository Trust Company, New York, New York.
- Security** ..... The Series 2019 Bonds are special and limited obligations of the Town, acting by and through the Marina Enterprise (the “Marina Enterprise” or the “Enterprise”), payable solely out of and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived by the Town from the operation of its Marina after payment of all necessary and proper costs of efficient operation and maintenance of the Marina. See “THE SERIES 2019 BONDS—Security and Flow of Funds.” The Series 2019 Bonds are not general obligations of the Town and are not payable in whole or in part from the proceeds of general property taxes.
- Prior Redemption**..... The Series 2019 Bonds are subject to redemption prior to maturity as described herein. See “THE SERIES 2019 BONDS—Prior Redemption.”
- The Enterprise**..... The Enterprise is a Town-owned business which has historically operated the Marina on a substantially self-supporting basis. The Town Council of the Town is the governing body of the Enterprise. See “THE ENTERPRISE.”
- The Marina** ..... The Frisco Bay Marina (the “Marina”) is operated by the Enterprise and includes boating maintenance and repair facilities, an administrative building and retail store, the Island Grill Restaurant, ramps, docks and storage facilities. The Marina is open to the public, weather depending, generally during summer months, however storage and repair facilities are available year-round. See “THE SYSTEM.”
- The Project** ..... The Series 2019 Bonds are issued for the purpose of financing the construction of capital improvements to the Marina as described herein and paying the costs associated with issuing the Series 2019 Bonds. See “USE OF PROCEEDS—The Project.”
- Purpose of the Project** ..... The completion of the Project is anticipated to address the increasing demand for access to the Marina, increase user capacity of System facilities and enhance visitor experience. [Enterprise management

---

\* Preliminary; subject to change.

currently expects the completed Project to nearly double the Marina's current capacity]. See "USE OF PROCEEDS--The Project."

**Constitutional Limitations**

**On Taxes, etc. ....** In 1992 the Colorado Constitution was amended to impose substantial limitations, including voter approval requirements, upon the revenues, borrowing, spending and taxes of the State and local governments. The Series 2019 Bonds are permitted to be issued without voter approval under the provisions of such amendment which exclude "enterprises" and their bonds from such limitations. See "CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING."

**Tax Treatment of Interest**

**on the Series 2019 Bonds .....** In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2019 Bonds (including any original issue discount properly allocable to the owner of a Series 2019 Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. The Town has designated the Series 2019 Bonds as "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. For a more detailed description of such opinions of Bond Counsel, see "TAX MATTERS" herein.

**Professional Services.....** The professional firms participating in the initial offering of the Series 2019 Bonds are as follows:

Underwriter: George K. Baum & Company  
1400 Wewatta Street  
Suite 800  
Denver, CO 80202  
Telephone: (303) 292-1600

Bond Counsel: Kutak Rock LLP  
Suite 3000  
1801 California Street  
Denver, CO 80202  
Telephone: (303) 297-2400

**Additional Information;**

**Secondary Market**

**Disclosure.....** Additional information concerning the Town, the Enterprise, the System and the Series 2019 Bonds may be obtained from the Finance Director, 1

East Main Street, Frisco, Colorado 80443, Telephone: (970) 668-9138 or from the Underwriter at the respective addresses and telephone numbers shown above. Pursuant to the requirements of Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12) (the “Rule”), the Town has agreed for the benefit of the owners of the Series 2019 Bonds to provide certain financial information, other operating data and notices of material events after the Series 2019 Bonds are issued (the “Continuing Disclosure Undertaking”). See “THE SERIES 2019 BONDS—Secondary Market Disclosure Undertaking.”

**THE FOREGOING INFORMATION IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE DETAILED INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT. EACH PROSPECTIVE INVESTOR SHOULD READ THE OFFICIAL STATEMENT IN ITS ENTIRETY TO MAKE AN INFORMED INVESTMENT DECISION.**

## OFFICIAL STATEMENT

Relating to

**\$5,630,000\***

**Town of Frisco, Colorado  
acting by and through its  
Marina Enterprise  
Marina Enterprise Revenue Bonds  
Series 2019**

### INTRODUCTION

This Official Statement, including its Cover Page and Appendices, is furnished in connection with the issuance by the Town of Frisco, Colorado (the “Town”), acting by and through its Marina Enterprise (the “Marina Enterprise” or the “Enterprise”) of \$5,630,000\* aggregate principal amount of Marina Enterprise Revenue Bonds, Series 2019 (the “Series 2019 Bonds”). The Town is a political subdivision of the State of Colorado (the “State”) organized and existing as a home rule town under the laws of the State and a home rule charter (the “Charter”).

The Series 2019 Bonds are issued for the purpose of financing the construction of improvements to the Frisco Bay Marina (the “Marina”), which is operated by the Enterprise (as described herein, the “Project”), and to finance the costs associated with issuing the Series 2019 Bonds. See “USE OF PROCEEDS.”

The Series 2019 Bonds are special obligations of the Enterprise payable solely from and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived by the Enterprise from the operation of the Marina, after payment of all necessary and proper costs of efficient operation and maintenance of the Marina. See “THE SERIES 2019 BONDS—Security and Flow of Funds.”

---

The references to and summaries of provisions of the constitution and laws of the State and the descriptions of documents included herein do not purport to be complete and are qualified in their entirety by reference to the complete provisions thereof, copies of which are available from the Town or the Underwriter during the period of the initial offering of the Series 2019 Bonds.

### FORWARD-LOOKING STATEMENTS

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS RELATING TO FUTURE RESULTS THAT ARE “FORWARD-LOOKING STATEMENTS” AS DEFINED IN THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS OFFICIAL STATEMENT, THE WORDS “ESTIMATE,” “FORECAST,” “INTEND,” “EXPECT,” “PROJECTED” AND SIMILAR EXPRESSIONS IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. ANY PROJECTION IS SUBJECT TO SUCH UNCERTAINTIES. INEVITABLY, SOME ASSUMPTIONS USED TO DEVELOP THE

---

\* Preliminary; subject to change.

PROJECTIONS WILL NOT BE REALIZED AND UNANTICIPATED EVENTS AND CIRCUMSTANCES WILL OCCUR. THEREFORE, IT CAN BE EXPECTED THAT THERE WILL BE DIFFERENCES BETWEEN PROJECTIONS AND ACTUAL RESULTS, AND THOSE DIFFERENCES MAY BE MATERIAL.

## **RISK FACTORS**

The purchase and ownership of the Series 2019 Bonds is subject to various investment risks. Each prospective investor in the Series 2019 Bonds should read this Official Statement in its entirety, giving particular attention to the factors described below which, among others described in this Official Statement, could affect the payment of the Series 2019 Bonds and could also affect the market price of the Series 2019 Bonds to an extent that cannot be determined.

### **Special and Limited Obligations**

The Series 2019 Bonds are special and limited obligations of the Town, acting by and through the Enterprise, payable solely out of and secured by an irrevocable pledge of and first-lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived by the Town from the operation of the Frisco Bay Marina facilities (as described further below, the “System”) after payment of all necessary and proper costs of efficient operation and maintenance of the System. The Series 2019 Bonds are not general obligations of the Town and are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation.

There is no bond trustee or similar person or entity to monitor or enforce the provisions of the Bond Ordinance (as defined under the caption entitled “THE SERIES 2019 BONDS–Security and Flow of Funds–The Bond Ordinance”); therefore, the owners of the Series 2019 Bonds should be prepared to enforce such provisions for themselves if the need to do so ever arises. There is no provision for the acceleration of maturity of the principal of the Series 2019 Bonds in the event of a default. Consequently, remedies available to the owners of the Series 2019 Bonds may have to be enforced from year to year.

### **No Prior Enterprise Debt**

The Series 2019 Bonds constitute the first issuance of bonds by the Enterprise since its creation in 2005. With the exception of payments made in connection with the Water Fund Loan (see “THE ENTERPRISE–Origins and Purpose”), the Enterprise has not previously been required to make debt service payments in connection with external borrowings or contractual obligations.

### **Competition**

The Enterprise occupies a substantial, although not exclusive, position in its service area. Dillon Reservoir may also be accessed via the Dillon Marina, which is owned and operated by the Town of Dillon, Colorado. The Dillon Marina is positioned in a location that offers deeper slips and docks than that of the Marina, allowing larger vessels to utilize its launch and storage facilities. Because of this, the Enterprise focuses System marketing on its kayaking and canoeing capabilities. The Dillon Marina also experiences different weather conditions than that of the Marina, potentially impacting aspects of the System facilities that are weather-dependent. Although Dillon Marina is a direct competitor of the Marina with respect to some services, Town officials believe that the emphasis of the Marina on kayaking and canoeing, along with its capacity for smaller vessels, gives it access to a different segment of the market.

## **Operational Risks**

The Town could experience operational risks associated with its geographic position. For instance, the Town might experience difficulties from time to time in recruiting and retaining well-qualified employees for Town and System operations due to its mountainous location. The Town makes no assurances with respect to its ability to maintain operations and staffing at its current levels. In addition, because the completion of the Project is anticipated to nearly double the capacity of the System facilities, such expansion could potentially increase System operational costs and strain the Enterprise's resources. Town officials currently do not anticipate the completed Project's impact to have a substantial, adverse impact on the Enterprise's operations. Other Town and Enterprise operational risks may include but are not limited to potentially adverse impacts of inclement weather, substantial future drought conditions and risks associated with the tourism industry. See "RISK FACTORS–Tourism Dependency" below.

## **Seasonal Operation of Facilities**

A substantial portion of System facilities are only operational during boating season, which is weather-dependent but typically occurs from June until early- to mid-September ("Boating Season"). The Island Grill Restaurant, ramps and docks are not operational during winter months. The Marina Store (as defined under the caption "THE SYSTEM–Facilities–Administrative Building and Retail Store") is open for regular business hours during Boating Season and open for limited hours and/or by appointment during the rest of the year. System customers are able to use the System's storage facilities and receive repair and maintenance services during all months. See "THE SYSTEM–Facilities."

Due to the seasonal nature of the System facilities, a substantial portion of the System does not produce revenue during colder months. Town officials currently anticipate that revenues generated by the System during Boating Season are reasonably sufficient to meet the annual payment requirements of the Series 2019 Bonds, but no assurances can be made as to the sufficiency of such revenues in future years. Additionally, inclement weather, low-water levels and drought conditions would likely adversely impact the System's capacity for producing revenue. Such conditions cannot be adequately anticipated and the impact of such conditions cannot be predicted. [Insert additional information regarding historic drought data and impacts on revenues]

## **Tourism Dependency**

Much of the Town's economy, including the revenue produced by the System, is dependent on tourism. The number of visitors traveling to the Town and utilizing the System in any given year cannot be predicted. Any decrease in tourism may have an adverse impact on Enterprise revenues and the Town's ability to pay its obligations in connection with the Series 2019 Bonds.

## **Material Contractual Obligations Affecting the System**

The operation of the System and its various facilities is governed by a number of leases, contracts and other instruments entered into with outside parties. Although the Town has covenanted in the Bond Ordinance to use its best reasonable efforts to maintain such contracts and other instruments and enforce its rights in accordance with their respective terms, the Town cannot guarantee the continuation of all venter contracts and leases. The impact a discontinuation of any particular lease or venter contract may have on revenues received by the Enterprise cannot be predicted.

Dillon Reservoir is owned and governed by the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water"), and a portion of the Marina is leased to the



Town pursuant to a Lease Agreement dated as of November 13, 2013 (the “Denver Water Lease”) between Denver Water and the Town. In accordance with its terms, the Denver Water Lease is to terminate on December 31, 2024. However, it is expressly stated in the Denver Water Lease that the parties anticipate that the Town will continue to lease the property from Denver Water for an indeterminate time extending into the future. The Town can make no assurances that the Denver Water Lease will be extended after its termination or that the Town will continue to lease the property from Denver Water at that time. Should the Town cease to lease all or any portion of the Marina property from Denver Water for any reason, the impact on the revenue received by the System would likely be substantial and this would likely have an adverse effect on the Town’s ability to pay its obligations with respect to the Series 2019 Bonds.

## **THE SERIES 2019 BONDS**

### **Description of the Series 2019 Bonds**

The Series 2019 Bonds are special and limited obligations of the Town, acting by and through the Enterprise, and are issued for the purpose of financing the Project. The Series 2019 Bonds are in the denominations, bear interest, mature, and are subject to the other terms and conditions stated on the cover page hereof.

### **Authority for Issuance**

The Series 2019 Bonds are issued under authority of Section 10-6 of the Home Rule Charter of the Town and Town Ordinance No. 05-01 (the “Enterprise Ordinance”), under which the Town has designated its marina activities as an “enterprise” for purposes of Article X, Section 20 of the Colorado Constitution (“TABOR”), as well as the Colorado Supplemental Public Securities Act (the “Supplemental Securities Act”). See “THE ENTERPRISE.” As bonds of an enterprise, the Series 2019 Bonds are authorized to be issued without approval by the electors of the Town. See “CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING.”

### **Registration and Payment**

The Series 2019 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), as securities depository for the Series 2019 Bonds. For so long as the Series 2019 Bonds are in book-entry form, the principal of and interest on the Series 2019 Bonds will be payable at the office of UMB Bank, n.a., or its successors, as paying agent and registrar (the “Paying Agent”). Interest on the Series 2019 Bonds is payable by wire transfer to Cede & Co. upon written instruction or by check or draft mailed by the Paying Agent to the registered owners of the Series 2019 Bonds whose names and addresses appear in the registration books of the Town on the fifteenth day, whether or not a business day, prior to the interest payment date.

### **Book-Entry Form**

The Series 2019 Bonds are issuable in book-entry-only form, and, while the Series 2019 Bonds remain in book-entry form, the owners of the Series 2019 Bonds are not entitled to receive physical delivery of their Series 2019 Bonds. For a description of the DTC Book-Entry System, see APPENDIX D hereto.

### **Redemption**

The Series 2019 Bonds are subject to redemption prior to maturity as follows:

**Optional Redemption.** Series 2019 Bonds maturing on December 1, 20\_\_ and thereafter are subject to optional redemption, at the option of the Town, prior to maturity, on December 1, 20\_\_ or any date thereafter, in whole or in part, and if in part in such order of maturity as the Town shall determine and by lot within maturities, at a redemption price of par plus accrued interest to the redemption date, without redemption premium.

**Mandatory Sinking Fund Redemption.** [To be inserted in the event of Term Bonds]

**Notice of Redemption.** Notice of redemption of any Series 2019 Bonds is to be given by the Paying Agent by sending a copy of such notice by first-class mail, postage prepaid, at least 30 days prior to the redemption date, to the Underwriters and to the registered owner of each Series 2019 Bond all or a portion of which is called for prior redemption, at his or her address as it last appears on the registration records kept by the Paying Agent. For so long as the Series 2019 Bonds are in book-entry form, any such redemption notice may be given, in lieu of such mailing, by sending a copy thereof by Federal Express or by electronic means to DTC or its designee. Failure, as to any Series 2019 Bond, to mail or send such notice as provided above, or any defect therein, does not affect the validity of the proceedings for the redemption of any other Series 2019 Bonds. Any failure of DTC to advise any Participant, or of any Participant or indirect participant to notify the Beneficial Owner, of any such notice and its content or effect does not affect the validity of the redemption of the Series 2019 Bonds called for redemption or any other action premised on that notice.

In the event of a call for redemption, the Town's notification to DTC initiates DTC's standard call procedure. In the event of a partial call, DTC's practice is to determine by lot the amount of the interest of each Participant in the Series 2019 Bonds to be redeemed, and each such Participant then selects by lot the ownership interest in such Series 2019 Bonds to be redeemed. When DTC and Participants allocate the call, the Beneficial Owners of the book-entry interests called are to be notified by the broker or other organization responsible for maintaining the records of those interests and subsequently credited by that organization with the proceeds once the Series 2019 Bonds are redeemed.

## **Security and Flow of Funds**

**The Bond Ordinance.** The Series 2019 Bonds are to be issued pursuant to an Ordinance adopted by the Town Council of the Town (the "Town Council"), acting as such and as the governing body of the Enterprise, and a Final Terms Certificate (collectively, the "Bond Ordinance"). The Bond Ordinance provides for the security and sources of payment of the Series 2019 Bonds and directs the application of substantially all of the proceeds of the Series 2019 Bonds, exclusive of issuance costs and funds deposited to the Debt Service Reserve Account, to a special account (the "Project Account") for the purpose of paying the construction costs associated with completing the Project as described under the caption "USE OF PROCEEDS—The Project Account." The Bond Ordinance provides that it is irrevocable until the Series 2019 Bonds and the interest thereon are fully paid. There follow brief summaries of certain material provisions of the Bond Ordinance.

**Pledged Revenues and Flow of Funds.** The Bond Ordinance defines the "System" to mean the Marina facilities presently owned and operated by the Town, together with any other marina facilities specifically added to the System by ordinance of the Town Council, and any improvements thereto. The Income of the System as defined in the Bond Ordinance includes all income from storage fees, rentals, concessions or any other rates, fees or charges for the services furnished by, or the direct or indirect use of the System, together with any interest income of the System not specifically excluded from the lien of the Bond Ordinance. For the purpose of determining compliance with payment, accumulation and coverage requirements of the Bond Ordinance, the Income also includes any other funds contributed to the System

for use in paying Debt Service Requirements or Operation and Maintenance Expenses. See “THE SYSTEM—Principal Revenue Sources of the System.”

The Town covenants in the Bond Ordinance to establish and maintain a special fund known as the “Marina System Fund” (the “System Fund”) as a subfund of the Marina Enterprise Fund currently held by the Town, and to deposit all income and revenues of the System (the “Income”) in the System Fund.

The Income on deposit in the System Fund is to be deposited and applied in the following order of priority:

FIRST, in the amounts required to pay necessary and proper costs of operating and maintaining the System as they become due (“Operation and Maintenance Expenses”), to a special account designated as the “Operation and Maintenance Account” (the Income less such Operation and Maintenance Expenses being referred to as the “Net Pledged Revenues”);

SECOND, to a special account designated as the “Principal and Interest Account” in [semiannual] installments sufficient to pay a ratable portion of the installment of principal, if any, and interest on the Series 2019 Bonds due on the next interest payment date of the Series 2019 Bonds and similar installments with respect to any outstanding parity securities;

THIRD, to the Debt Service Reserve Account (as defined below) to the extent necessary to replenish such account to the required amount;

FOURTH, to the payment of obligations having a lien on the Net Pledged Revenues subordinate to the lien of the Series 2019 Bonds and outstanding parity securities;

FIFTH, to the Surplus Account (as defined below) from time to time, pursuant to the terms of the Bond Ordinance, until the Surplus Account is funded to the Maximum Surplus Amount (as defined below); and

SIXTH, to improvements to the System or to any one or any combination of other lawful purposes determined by the Town Council, acting as the governing body of the Enterprise.

The Bond Ordinance also establishes a separate special fund known as the “Surplus Account” as a subfund of the System Fund. Pursuant to the Bond Ordinance, upon the issuance of the Series 2019 Bonds, the Town is to deposit from time to time legally available monies of the Enterprise, up to a maximum amount of \$\_\_\_\_\_ (the “Maximum Surplus Amount”) into the Surplus Account. The Town expects to fund the Surplus Account each year from one-half of any moneys received by the Enterprise in excess of its annual Operation and Maintenance Expenses and debt service requirements of the Series 2019 Bonds. The Town is not obligated to fund the Surplus Account in any amount from any other sources nor is the Town required to fund the Surplus Account beyond the Maximum Surplus Amount or to replenish the Surplus Account in the event of a draw thereon. In accordance with the terms of the Bond Ordinance, funds in the Surplus Account are to be applied solely to the timely payment of debt service requirements of the Series 2019 Bonds, the payment of Operation and Maintenance Expenses (as defined below) and the payment of any Project costs (as and when deemed necessary by the Town after expenditure of all amounts on deposit in the Project Account) to support the completion of the Project. Funds in the Surplus Account are not be used or pledged to the payment of any other obligations.

In addition to the Surplus Account, the Bond Ordinance establishes a special fund known as the Debt Service Reserve Account as a reserve against deficiencies in funds available in the Principal and Interest Account to pay the debt service requirements of the Series 2019 Bonds. The Debt Service

Reserve Account is required to be maintained in an amount (initially \$\_\_\_\_\_ ) equal to the lesser of 10% of the principal amount of the Series 2019 Bonds, the maximum annual debt service requirements of the Series 2019 Bonds coming due in any bond year or 125% of the average annual debt service requirements of the Series 2019 Bonds. Funds in the Debt Service Reserve Account are to be applied solely as provided in the Bond Ordinance.

Pursuant to the Bond Ordinance, the Operation and Maintenance Account, the Principal and Interest Account, the Surplus Account and the Debt Service Reserve Account are to be maintained as separate accounts within the System Fund. The Bond Ordinance permits the Town, for cash flow purposes and subject to reimbursement, to advance funds temporarily from the Operation and Maintenance Account to pay principal of and interest on the Series 2019 Bonds.

**Rate Maintenance.** In the Bond Ordinance, the Town covenants, among other things, to prescribe, revise and collect rates, fees and charges for use of the System which are to produce Income sufficient, together with any other moneys legally available therefor and credited to the System Fund, to make the payments and accumulations required by the Bond Ordinance, and which are to produce Income sufficient, after payment of Operation and Maintenance Expenses, to pay an amount at least equal to 125% of the combined annual debt service requirements of the Series 2019 Bonds and outstanding parity obligations. The Income remaining after such payments is also required to be sufficient to pay 100% of the principal and interest requirements of any outstanding subordinate securities and to meet then existing deficiencies pertaining to any fund or account relating to the Net Pledged Revenues or any securities payable therefrom. For purposes of compliance with the rate maintenance requirement, there may be counted as Income any funds contributed to the System by the Town. If in any year the Town shall fail to meet the rate maintenance requirement, the Bond Ordinance requires that an independent rate consultant be retained for the purpose of analyzing the rate structure and utilization of the System and making a written recommendation concerning any appropriate increases or other changes in such rate structure which will enable the Enterprise to meet its covenants concerning rates and charges in the Bond Ordinance. The insufficiency of such rates, fees and charges to meet such covenants would not require any action by the Town to increase rates if, in the opinion of such independent rate consultant, the rates, fees and charges being imposed are reasonable and consistent with the maximization of the Net Pledged Revenues. The Town Council, as the governing body of the Enterprise, is required to promptly review and implement, if reasonably possible, the recommendations of such independent rate consultant. So long as the Town continuously complies with the provisions described in this subsection, the failure to produce Income annually in an amount sufficient to pay the annual Operation and Maintenance Expenses and 125% of the combined annual debt service requirements of the Series 2019 Bonds and outstanding parity obligations would not constitute an Event of Default under the Bond Ordinance.

**First Lien Bonds.** Pursuant to the Bond Ordinance, the Series 2019 Bonds and any outstanding parity obligations constitute a first and prior (but not necessarily exclusive) lien on the Net Pledged Revenues of the System.

**Additional Bonds.** Additional bonds and other obligations may be issued, subject to certain provisions of the Bond Ordinance.

The Bond Ordinance prohibits the issuance of obligations having a prior or superior claim to the Income from the System. Subordinate securities may be issued at any time, provided that the Town is not in default in making any payments required in connection with any outstanding parity bonds, in accordance with the terms of the Bond Ordinance.

Additional parity lien obligations may be issued; provided that, at the time of their issuance: (a) the Town is not in default under the provisions of the Bond Ordinance; and (b) the Net Pledged

Revenues in the last complete fiscal year equal or exceed 125% of the combined maximum annual debt service requirements of the Series 2019 Bonds, any outstanding parity obligations and the proposed additional parity lien obligations; provided that, if System rates have been modified during such fiscal year, the Net Pledged Revenues may be adjusted to reflect the Net Pledged Revenues which would have been produced had the modified rates been in effect throughout such fiscal year. Compliance with such test is not required for the issuance of additional parity bonds for the purpose of partially refunding outstanding obligations if the aggregate debt service requirements of the Series 2019 Bonds and all other obligations are not increased.

***Borrowers' Remedies.*** Under the Bond Ordinance, the following constitute Events of Default: (a) nonpayment of principal of the Series 2019 Bonds or parity obligations; (b) nonpayment of interest on the Series 2019 Bonds or parity obligations; (c) incapacity of the Town to perform its obligations under the Bond Ordinance; (d) failure by the Town, after notice, to carry out its obligations relating to the Income or the System; (e) failure to reconstruct any essential part of the System condemned, damaged or destroyed; (f) appointment of a receiver for the System or the Income; or (g) default in performing any other provision of the Bond Ordinance which continues without corrective action for 60 days after notice has been given by the registered owners of 25% in aggregate principal amount of the Series 2019 Bonds and parity securities outstanding.

Upon the happening and continuance of an Event of Default the registered owners of 25% in aggregate principal amount of Series 2019 Bonds and parity securities then outstanding may proceed by mandatory injunction or otherwise to enforce the Bond Ordinance and may seek the appointment of a receiver or operating trustee. None of the properties of the System are mortgaged as security for the Series 2019 Bonds and there is no provision in the Bond Ordinance for acceleration of the Series 2019 Bonds after an Event of Default.

The enforcement of the rights of the registered owners of the Series 2019 Bonds is limited by bankruptcy and other laws affecting creditors' rights generally, and may be subject to delay and to the exercise of judicial discretion.

[Remainder of Page Left Intentionally Blank]

## Debt Service Requirements

The total debt service requirements of the Series 2019 Bonds are as follows:

**TABLE I**  
**Debt Service Requirements of Series 2019 Bonds**

Year	Principal*	Interest	Total
2019	--	\$	\$
2020	--		
2021	\$ 75,000		
2022	80,000		
2023	90,000		
2024	95,000		
2025	100,000		
2026	110,000		
2027	115,000		
2028	125,000		
2029	130,000		
2030	140,000		
2031	150,000		
2032	160,000		
2033	170,000		
2034	180,000		
2035	190,000		
2036	200,000		
2037	210,000		
2038	225,000		
2039	240,000		
2040	250,000		
2041	265,000		
2042	280,000		
2043	295,000		
2044	315,000		
2045	330,000		
2046	350,000		
2047	370,000		
2048	<u>390,000</u>		
Total	<u>\$5,630,000*</u>	\$ _____	\$ _____

Source: The Underwriter

## Coverage

The Town estimates that the revenue available for debt service produced by the System in the last five complete fiscal years would have covered the anticipated maximum annual debt service requirements of the Series 2019 Bonds:

**TABLE II**  
**Estimated Coverage Based on Projected Maximum**  
**Debt Service and Historic Revenues**

Year	2013	2014	2015	2016	2017
Revenue Available for Debt Service					
Maximum Annual Debt Service Requirements <sup>1</sup>					
Coverage					

<sup>1</sup> Debt service requirements are estimated.  
Source: [\_\_\_\_\_]

The estimated debt service coverage ratios, based on the Town’s forecasted revenues available for debt service requirements, are as follows for the years 2019 through 2023:

**TABLE III**  
**Estimated Coverage Based on Actual Debt Service**  
**and Forecasted Revenues**

	2019	2020	2021	2022	2023
Forecast Revenues Available for Debt Service <sup>1</sup>					
Maximum Annual Debt Service Requirements of Series 2019 Bonds*					
Coverage*					

<sup>1</sup> [Explain basis for forecast].  
\* Preliminary; subject to change.  
Source: [\_\_\_\_\_]

**Secondary Market Disclosure Undertaking**

In order to facilitate compliance by the Underwriter with Securities and Exchange Commission (the “SEC”) Rule 15c2-12 (the “Rule”), the Town will enter into an undertaking (the “Continuing Disclosure Undertaking”) to provide certain information, including audited financial results, on an annual basis, and to provide notice of certain specified events contemplated by the Rule, to the information repositories designated in the Continuing Disclosure Undertaking. The proposed form of the Continuing Disclosure Undertaking is set forth as APPENDIX F to this Official Statement.

The specific information required to be provided by the Town under the Continuing Disclosure Undertaking includes: (a) notice of the occurrence of any of the material events enumerated in the Rule; and (b) annual audited financial statements.

The Town voluntarily disclosed previous failures to timely perform its obligations under the Municipalities Continuing Disclosure Cooperation Initiative of the SEC (the “MCDC Initiative”). The purpose of the MCDC Initiative was to address potentially widespread violations of federal securities laws by municipal issuers and underwriters of municipal securities in connection with continuing disclosure obligations and related representations in bond offering documents. By self-reporting, pursuant to the MCDC Initiative, possible violations in connection with previous compliance shortcomings, the Town avoided risking unfavorable settlements with the SEC. *[Description of outcome]*

Failure to perform under the Continuing Disclosure Undertaking does not constitute an Event of Default under the Bond Ordinance. However, in the event of a failure to perform the Continuing Disclosure Undertaking, the owners of the Series 2019 Bonds have the right to seek a court order directing the Town to perform its obligations thereunder. Additionally, such a failure must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2019 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2019 Bonds and their market price. [*Description of any previous failures to file, if any*]

## USE OF PROCEEDS

### Sources and Uses of Funds

The Town anticipates the following sources and uses of funds (exclusive of accrued interest) in connection with the sale of the Series 2019 Bonds:

Sources	
Principal Amount of Series 2019 Bonds	\$5,630,000*
Original Issue Premium (Discount)	
Total Sources	\$
Uses	
Deposit into Project Account	\$
Debt Service Reserve Account	
Costs of Issuance <sup>1</sup>	
Total Uses	\$

<sup>1</sup> Includes associated costs, legal fees and underwriting discount

\* Preliminary; subject to change.

### The Project Account

The net proceeds of the Series 2019 Bonds, together with certain other legally available funds, are to be deposited to the Project Account established under the Bond Ordinance for the purpose of paying costs associated with the completion of the Project. See “USE OF PROCEEDS–The Project” below. The Project Account is to be administered in accordance with the terms of the Bond Ordinance.

### The Project

A portion of the net proceeds of the Series 2019 Bonds is to be used to finance the construction of various capital improvements to the Marina (the “Project”). The Project generally includes the following: fuel dock relocation and upgrades; Marina dredging; improvements to the Marina’s shoreline beach; site utilities and infrastructure; site grading and preparation; improvements to retaining walls; landscaping; sidewalk and pathway improvements; boat ramp improvements and relocation; and related facility improvements. The Town currently estimates the total cost of the Project to equal approximately \$\_\_\_\_\_ and expects to fund \$5,000,000 of Project costs from the net proceeds of the Series 2019 Bonds. The Town currently plans to complete the Project in one or more phases in accordance with the Enterprise’s five-year capital improvement plan. See “FINANCIAL INFORMATION CONCERNING THE SYSTEM–Five-Year Capital Improvement Plan.”

One of the largest components of the Project is dredging the Marina. To complete this process, digging is planned to take place in certain areas of the Marina to deepen it. The completion of this



process would allow larger vessels to utilize the dock and would permit Marina operations to commence earlier in the calendar year. The Town currently estimates the dredging component of the Project to cost approximately \$1,200,000. The Town anticipates applying approximately \$1,100,000 from a settlement with the City and County of Denver, acting by and through its Board of Water Commissioners (“Denver Water”) to the completion of the dredging process. For additional information with regard to the Denver Water settlement, see “THE ENTERPRISE–Denver Water Settlement.”

The purpose of the Project is to address the increasing demand for access to the Town’s waterfront, as well as to improve upon the quality of users’ experience. There is currently a waitlist system in place for use of the Marina’s storage facilities. The completion of the Project would increase capacity and allow for more users to enjoy the System’s facilities. As currently planned, the Project is expected to improve public access to the waterfront, expand the capacity of the Marina for all types of boating, enhance site and shoreline ecology and support year-round System uses. [Enterprise management currently expects the completed Project to nearly double the Marina’s current capacity.] Given the significant support the Town’s economy enjoys from its tourism industry, Town officials view the completion of the Project as a priority.

[The Town has entered into a guaranteed maximum price contract (the “Construction Contract”) with \_\_\_\_\_ (the “Contractor”). Pursuant to the Construction Contract, the Contractor’s fees in connection with constructing the Project are not to exceed \$\_\_\_\_\_. In the event of cost overruns, the Town Council would consider approving the application of additional funds from the Surplus Account or the Town’s Water Fund to the completion of the Project. Construction of the Project is expected to begin in February of 2019. The Town currently anticipates construction to be completed by autumn of 2019. The Town does not currently anticipate a need for additional staffing in connection with the completion and implementation of the Project.]

## **THE ENTERPRISE**

The Town has historically conducted the activities of the Enterprise on a self-supporting, enterprise fund basis.

### **Origins and Purpose**

The Enterprise was formally established in 2005 by Town Ordinance No. 05-01 (the “Enterprise Ordinance”). The Enterprise manages activities of the Frisco Bay Marina (the “Marina”) for the use of the general public. The Marina allows for public access to Dillon Reservoir, which is owned and governed by Denver Water. A portion of the property comprising the Marina is owned by Denver Water and leased to the Town pursuant to a Lease Agreement dated as of November 13, 2013 (the “Denver Water Lease”) between Denver Water and the Town. In accordance with its terms, the Denver Water Lease is to terminate on December 31, 2024, however it is expressly provided in the Denver Water Lease that the parties anticipate that the Town will continue to lease the property from Denver Water for an indeterminate time extending into the future. Toward that goal, Denver Water and the Town are to begin negotiation of an extension of the Denver Water Lease at least two years prior to its stated termination.

The Town began acquiring interests in the land, real property improvements, equipment and facilities of the Marina in 1993. These facilities, which are described under the caption “THE SYSTEM,” have traditionally been operated and managed by Town personnel and are currently operated by the Recreation and Culture Department of the Town on a fee-for-service basis, without any substantial support from the Town’s general fund. A portion of The Town of Frisco Finance Authority Certificates of Participation, Series 2002 (the “2002 Certificates”) was used to finance certain Marina improvements. The Enterprise was not in existence during the construction of these improvements and was not required

to make any payments in connection with the 2002 Certificates. Additionally, the Enterprise borrowed \$1,200,000 from the Town's Water Fund in 2005 (the "Water Fund Loan") for additional capital improvements. The Enterprise completed its repayment of the Water Fund Loan in 2017, two years prior to the stated due date. No material amount of financial support has otherwise been received from other Town funds by the Enterprise since its creation in 2005.

## **Management**

Under the Enterprise Ordinance, the Town Council is the Governing Body of the Enterprise. See "THE TOWN—Town Government." Management of the Enterprise's daily operations is overseen by a team of Town staff members. The following is a description of the Enterprise's management team:

**General Manager.** Tom Hogeman began his career with Osprey Adventures (the former name of the Marina facilities before the Town took over operations in 2005) in 1995. Mr. Hogeman was a member of the original Frisco Bay Marina crew. Mr. Hogeman served as Service Manager of the Marina until 2016, at which time he was promoted to General Manager. He is an Evinrude factory-certified technician and brings excellent problem solving abilities to bear in all aspects of the Marina operations.

**Guest Services Manager.** Jenn Shimp has been an employee of the Marina since 2005. She began as a Dock Attendant before being promoted to Office Attendant. Ms. Shimp was promoted to Guest Services Manager in 2008. In this position, Ms. Shimp manages the financial operations and daily rentals of the Marina.

**Operations Manager.** Jon Drabik has been an employee of the Marina since 1995. In his current position as Operations Manager, Mr. Drabik facilitates and coordinates all operations of docks, boats and moorings, as well as their respective anchorages.

**Service Manager.** Casey Farrell has been an employee of the Marina since 2010. Mr. Farrell began his career at the Marina as a Dock attendant before being promoted to Service Technician. Mr. Farrell was promoted to Service Manager in 2017. As Service Manager, Mr. Farrell maintains the Marina fleet as well as all customer boats and motors.

## **Denver Water Settlement**

Pursuant to an Implementation Agreement (the "Implementation Agreement") by and among the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water"), the Board of Commissioners of Summit County ("Summit County"), the Town and the Frisco Sanitation District (the "District"), the Town anticipates the receipt of funds from Denver Water in order to offset the costs of improvements to the Marina, as identified in the Implementation Agreement. These improvements include the redevelopment of the Marina pier as well as the dredging and excavation of Marina boat mooring and dock areas. The Implementation Agreement was entered into by its parties in an effort to clarify and implement the provision of benefits to the Town and District under the 2012 Colorado River Cooperative Agreement (the "Cooperative Agreement"), entered into by Denver Water with numerous western slope entities, including Summit County. The Town and District are neither parties nor third-party beneficiaries to the Cooperative Agreement, however in accordance with the Cooperative Agreement (as negotiated with Denver Water by Summit County), Denver Water is to provide certain monetary and water supply benefits to entities located in Summit County, including the Town and District. The intention of the Implementation Agreement is to afford to Denver Water the consideration negotiated in the Cooperative Agreement in exchange for the benefits provided to the Town and District. The Town currently anticipates applying \$1,100,000 of funds received from Denver Water

pursuant to the Implementation Agreement to the completion of the dredging component of the Project. See “USE OF PROCEEDS–The Project.”

### **Designation and Character of the Enterprise for Purposes of TABOR**

Following the adoption of Article X, Section 20 of the Colorado Constitution (“TABOR”), as described under the caption “CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING,” the Town Council adopted the Town Ordinance to confirm the existence of the Enterprise as an “enterprise” for purposes of TABOR. TABOR defines an “enterprise” as a government owned business authorized to issue its own revenue bonds and receiving under 10% of its annual revenue in grants from all Colorado State and local governments combined. The Series 2019 Bonds are authorized to be issued in the name of the Enterprise under the Charter and the Enterprise Ordinance. In the 12 months ended December 31, 2018, the Enterprise did not receive any material portion of its total revenues of \$2,006,852.56 in grants from the State or its political subdivisions, including the Town.

The Town has made no covenant in the Bond Ordinance or the Enterprise Ordinance that it will continue to maintain the Enterprise as an “enterprise” under TABOR. A future failure of the Enterprise to qualify as an “enterprise” for purposes of TABOR would not affect the validity of the Series 2019 Bonds but would result in the inclusion of the Enterprise in the Town’s overall spending and revenue base and limitations, if any, for that year and while the Enterprise continued to be disqualified. See “CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING.”

### **THE SYSTEM**

The following provides a general description of the facilities, market area, rate structure, typical sources of revenue and expenditure requirements of the Marina facilities included in the System.

#### **Facilities**

The System presently includes the following facilities:

***Maintenance Facilities.*** The System includes a Town-owned building used by the Enterprise to provide maintenance, servicing and repair of watercraft of all kinds. Offered services include boat painting and restoration, gel coating, fiber-glassing, wood working and motor tune-ups or overhauls. The System’s maintenance services are provided for Town-owned vessels as well as offered to the public. While portions of the System are only operable during Boating Season, the Enterprise’s maintenance services are offered on a year-round basis. As of October 31, 2018, the Enterprise received \$76,737.77 of 2018 revenues attributable to its maintenance services.

***Island Grill Restaurant.*** The Island Grill is a Town-owned outdoor restaurant and bar. As there is no interior seating, the Island Grill is subject to weather conditions and open only during Boating Season. The Island Grill offers light snacks and traditional American and seafood entrees, as well as a various cocktails and drink options. In addition to dining options, the Island Grill also offers visitors access to special events, such as free concerts during the summer months. During the 2018 Boating Season, \$50,660.74 of Enterprise revenues was attributable to the Island Grill.

***Administrative Building and Retail Store.*** Enterprise operations are conducted out of a Town-owned administrative building. Attached to the administrative building is the Marina’s retail store (the “Marina Store”). The Marina Store is open for regular business hours during Boating Season and open

for limited hours and/or by appointment during the rest of the year. The Marina Store carries Necky Kayak, Old Town Canoe, Aqua Glide and Ocean Kayak boat lines. The store also offers: paddles for kayaks, canoes and stand-up paddleboards; a full range of life jackets for adults, kids and dogs; t-shirts and souvenirs; fishing equipment; dry bags for cellphones and clothing; snacks and refreshments; and a variety of parts for sailboats, pontoons or speedboats. Boats, kayaks, canoes and fishing equipment can also be rented from the Marina Store. As of October 31, 2018, \$93,687.54 of 2018 Enterprise revenues was attributable to the Marina Store.

***Ramp and Docks.*** The Marina has a public ramp from which boats can be launched. When Dillon Reservoir is full (equaling an elevation of 9,017 feet), the ramp has eight feet of water from which boats can be launched. With water levels varying, there must be at least four feet of water on the ramp (equaling an elevation of 9,014 feet) in order to use the ramp. There is no fee for using the ramp.

In addition to the ramp, the Marina offers 150 slips for storage and docking purposes. The types of storage services offered by the Enterprise include: slips; moorings; dry storage; trailer storage; winter storage; and rack storage for paddle sport boats. For a description of the fees charged by the Enterprise for docking and storage services, see “THE SYSTEM—Principal Revenue Sources of the System—Storage Revenues.”

### **Post-Project Expansion of System Facilities**

A steadily increasing demand for access to the Marina and its facilities has highlighted capacity concerns for Enterprise management. There is currently a waitlist in place for Marina visitors who are unable to use the System’s [rental and storage] facilities due to limited capacity. In addition to enhancing visitor experience in general, the various Project components are also strategically designed to address capacity concerns. Town officials anticipate that, once completed, the Project would significantly increase rental and storage capacity, as well as increase the number and types of boats that are able to utilize the Marina’s ramps and docks. The current expectation is that Marina capacity would nearly double upon completion of the Project.

### **Dillon Reservoir Restrictions and Regulations**

Access and use of Dillon Reservoir is subject to the following restrictions and regulations:

***Craft Size Restriction.*** As governing body of Dillon Reservoir, Denver Water restricts craft size on Dillon Reservoir to under 40 feet long. A vessel of that size would not be able to use the Marina’s ramp as currently configured due to the depth required to launch such a boat.

***Speed Restrictions.*** There are no horsepower restrictions on Dillon Reservoir. However, above transom exhausts are not permitted and, as with all lakes in the State of Colorado, there is a speed limit of 30 mph.

***Swimming and Water Skiing.*** Swimming and water skiing are not permitted on Dillon Reservoir pursuant to regulations by Denver Water.

### **Risk Management**

The casualty and liability risks of operating the System are managed as a part of the Town’s overall risk management program, through a combination of self-insurance and the purchase of insurance coverage as described in Note V-G to the basic financial statements attached as APPENDIX C to this

Official Statement. Management of the Enterprise considers such arrangements reasonable under the current and anticipated operating conditions of the System.

**Principal Revenue Sources of the System**

The facilities included in the System generate several different kinds of revenue, including the following:

**Maintenance and Repair Fees.** The Enterprise charges fees for maintenance and repair services. As of [October 31], 2018, fees received by the Enterprise in connection with its maintenance and repair services equaled approximately \$76,737.77, comprising 3.82% of the total revenues received by the Enterprise during the 2018 fiscal year. The following table provides a five-year history of the revenues received by the Enterprise for maintenance and repair services:

**Table IV  
Five-Year History of Enterprise Maintenance/Repair Revenues**

2013	2014	2015	2016	2017
\$52,206.83	\$80,653.54	\$79,090.51	\$85,100.68	\$96,736.13

---

Source: The Town

**Food and Beverage Sales – Island Grill.** During the 2018 Boating Season, the Island Grill received \$50,660.74 in food and beverage sales, comprising 2.52% of the total revenues received by the Enterprise. The following table provides a five-year history of the revenues received by the Enterprise for food and beverage sales:

**Table V  
Five-Year History of Enterprise Food and Beverage Revenues**

2013	2014	2015	2016	2017
\$35,404.10	\$38,008.90	\$43,522.40	\$48,634.50	\$53,390.60

---

Source: The Town

**Marina Store Sales.** As of [October 31], 2018, the Marina Store received \$93,687.54 in revenues, accounting for 4.67% of the total revenues received by the Enterprise during the Town’s 2018 fiscal year. The following table provides a five-year history of the revenues received by the Enterprise for Marina Store sales:

**Table VI  
Five-Year History of Enterprise Retail Revenues<sup>1</sup>**

2013	2014	2015	2016	2017
\$53,945.89	\$63,799.60	\$78,341.96	\$76,654.99	\$98,241.72

<sup>1</sup>Includes retail sales and fishing license sales.  
Source: The Town

**Rental Fees.** Rental fees constitute a significant portion of revenues received by the Enterprise. They are imposed by Enterprise management without formal approval by the Town Council. Enterprise management is currently discussing a rate analysis and the implementation of rate increases for rental fees.

The current rental fees for the facilities included in the System are as follows:

**TABLE VII  
Current Schedule of Rental Fees**

<b>Category/Rental:</b>	<b>Fee for Rental:</b>
-------------------------	------------------------

The following table provides a five-year history of the revenues received by the Enterprise for rental fees:

**Table VIII  
Five-Year History of Enterprise Rental Revenues**

2013	2014	2015	2016	2017
\$509,319	\$610,485	\$919,504	\$1,077,199	\$1,097,649

Source: The Town

**Storage Revenue.** The following is a summary of the fees charged for docking and storage services:

**Table IX  
Current Schedule of Storage Fees**

	<b>Slips:</b>	<b>Moorings:</b>	<b>Dry Storage:</b>	<b>Trailer Storage:</b>	<b>Winter Storage:</b>
Seasonal <sup>1</sup> :	\$0.44/ft/day <sup>6</sup>	\$0.32/ft/day	\$0.17/ft/day	\$0.11/ft/day	\$0.11/ft/day <sup>7</sup>
Daily <sup>2</sup> :	\$1.36/ft/day	\$0.99/ft/day	\$0.78/ft/day	\$0.39/ft/day	\$0.52/ft/day
July 4 <sup>th</sup> Week <sup>3</sup> :	Additional	Additional	Additional	Additional	N/A
	\$0.50/ft/day	\$0.50/ft/day	\$0.50/ft/day	\$0.50/ft/day	
Weekly <sup>4</sup> :	\$1.14/ft/day	\$0.83/ft/day	\$0.54/ft/day	\$0.29/ft/day	\$0.36/ft/day
Month <sup>5</sup> :	\$0.79/ft/day	\$0.58/ft/day	\$0.30/ft/day	\$0.20/ft/day	\$0.22/ft/day

<sup>1</sup> Refers to the Boating Season, or the portion of the year from opening to closing of the Marina, equaling approximately 153 days from June to early- to mid-September.

<sup>2</sup> Up to seven days.

<sup>3</sup> July 1<sup>st</sup> through July 7<sup>th</sup>.

<sup>4</sup> Up to 30 days.

<sup>5</sup> Over 30 days.

<sup>6</sup> For example, to dock a 20-foot boat from opening to closing of the Marina would cost \$1,346.40.

<sup>7</sup> The winter season last approximately 212 days.

Source: The Town

Rack storage fees are as follows:

**Table X  
Current Schedule of Rack Storage Fees**

<b>Type of Storage</b>	<b>Storage Fee</b>
Canoe/Kayak/SUP Rack <sup>1</sup>	\$240
Extra Boat on the Same Rack Space	100
Annual <sup>2</sup>	400
Winter Rack <sup>3</sup>	200
Monthly <sup>4</sup>	110
Weekly <sup>5</sup>	30
Daily <sup>6</sup>	8

<sup>1</sup> For use during Boating Season.

<sup>2</sup> Offered only in the spring season.

<sup>3</sup> Available only during the winter season.

<sup>4</sup> Maximum of one month.

<sup>5</sup> Maximum of four weeks.

<sup>6</sup> Maximum of 30 days.

Source: The Town

The following table provides a five-year history of the revenues received by the Enterprise for storage services:

**Table XI**  
**Five-Year History of Enterprise Storage Revenues**

<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
\$76,995	\$77,260	\$84,949	\$74,252	\$120,011

Source: The Town

**Other Income.** Miscellaneous other sources such as fuel sales, concessionaire fees and park rentals typically generate a portion of the total Enterprise revenues received each Boating Season. During the 2018 Boating Season, the Enterprise received \$102,008.86 of revenues from other income sources, comprising 5.08% of the total revenues received by the Enterprise.

**Principal Items of System Expenses**

The labor to manage and operate the System is its largest single expense, representing approximately 60.58% of total operating expense. Other major expenditure areas are operating supplies, utilities, and repair and maintenance of equipment and facilities. Funds are also necessary to support an effective marketing effort to promote tourism and Marina usage. Equipment purchase and replacement decisions are made as funds are available. The Enterprise also typically accumulates reserves for capital repair and replacement.

**FINANCIAL INFORMATION CONCERNING THE SYSTEM**

**Enterprise Operating History**

The following sets forth the recent operating history of the Marina Enterprise Fund:

[Remainder of Page Left Intentionally Blank]



**TABLE XII**  
**Marina Enterprise Fund**  
**Statement of Revenues, Expenses and Changes in Net Position**

For the Years Ended December 31,

	2013	2014	2015	2016	2017
Operating Revenues					
Charges for Services	\$ 793,406	\$1,021,668	\$1,288,181	\$1,439,922	\$1,535,817
Total Operating Revenues	<u>793,406</u>	<u>1,021,668</u>	<u>1,288,181</u>	<u>1,439,922</u>	<u>1,535,817</u>
Operating Expenses					
Cost of Sales and Services	628,238	723,656	760,688	835,965	862,870
Administrative Expenses	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>
Total Operating Expenses	<u>648,238</u>	<u>743,656</u>	<u>780,688</u>	<u>855,965</u>	<u>882,870</u>
Operating Income (Loss)	<u>145,168</u>	<u>278,012</u>	<u>507,493</u>	<u>583,957</u>	<u>652,947</u>
Non-Operating Revenues (Expenses)					
Investment Income	--	845	348	4,239	5,160
Miscellaneous Revenue	18,341	[225,658] <sup>1</sup>	26,385	27,645	32,622
Interest Expense	(4,840)	(4,144)	(3,472)	(2,702)	(5,287)
Depreciation Expense	(245,785)	(233,909)	(232,263)	(238,610)	(249,318)
Gain (Loss)-Disposal Capital Assets	<u>7,306</u>	<u>24,193</u>	<u>11,511</u>	<u>8,809</u>	<u>64,473</u>
Net Non-Operating Revenues (Expenses)	<u>(224,978)</u>	<u>12,643</u>	<u>(197,491)</u>	<u>(200,619)</u>	<u>(152,350)</u>
Total Net Assets – January 1	<u>2,112,296</u>	<u>2,032,486</u>	<u>2,323,141</u>	<u>2,633,143</u>	<u>3,016,481</u>
Total Net Assets – December 31	<u>\$2,032,486</u>	<u>\$2,323,141</u>	<u>\$2,633,143</u>	<u>\$3,016,481</u>	<u>\$3,517,078</u>

<sup>1</sup> Miscellaneous Revenue increased substantially due to [\_\_\_\_\_].  
Source: The Town

**Marina Enterprise Fund Budget**

Set forth hereafter is a comparison of the Town's 2017 and 2018 adopted budgets, the 2019 proposed budget, and year-to-date 2018 unaudited financial information for the Marina Enterprise Fund.

[Remainder of Page Left Intentionally Blank]

**TABLE XIII  
Town Marina Enterprise Fund Budget Summary and Comparison**

	<b>2017 Budget (as adopted)</b>	<b>2018 Budget (as adopted)</b>	<b>2018 Year-to-Date (unaudited)<sup>1</sup></b>	<b>2019 Budget (as proposed)<sup>2</sup></b>
Revenues:				
User Charges	\$1,268,850	\$1,335,500	\$1,429,845	\$1,326,400
Total Revenues	<u>1,268,850</u>	<u>1,335,500</u>	<u>1,429,845</u>	<u>1,326,400</u>
Expenditures:				
Salaries and Benefits	476,720	510,670	536,528	563,035
Administrative Fees	20,000	20,000	20,000	20,000
Professional Fees	25,000	25,000	25,000	25,000
Supplies	111,500	124,000	112,300	144,000
Utilities	30,000	30,000	20,000	30,000
Repair and Maintenance	56,000	61,000	63,000	66,000
General Expenses	228,600	259,700	254,700	274,600
Capital Outlay	<u>580,000</u>	<u>2,186,000</u>	<u>711,000</u>	<u>4,012,700</u>
Total Expenditures	<u>1,527,820</u>	<u>3,216,370</u>	<u>1,742,528</u>	<u>5,135,335</u>
Other Sources (Uses):				
Reimbursements from Denver Water (ZM)	25,000	25,000	27,000	27,000
Investment Income	1,200	5,000	10,000	10,000
Sale of Assets	6,000	3,000	22,200	6,600
Loan Repayment to Water Fund	(132,000)	--	--	(300,000)
Water Agreement Settlement	--	--	<u>450,000</u>	<u>5,000,000</u>
Total Other Sources (Uses)	<u>(99,800)</u>	<u>33,000</u>	<u>509,200</u>	<u>4,743,600</u>
Net Change in Fund Balance	(358,770)	(1,847,870)	196,517	934,665
Fund Balance – January 1	<u>1,720,211</u>	<u>1,959,362</u>	<u>2,409,557</u>	<u>2,689,890</u>
Fund Balance – December 31	<u>\$1,361,441</u>	<u>\$ 111,492</u>	<u>\$2,606,074</u>	<u>\$3,624,555</u>

<sup>1</sup> Unaudited financials through [REDACTED], 2018.

<sup>2</sup> Subject to change prior to adoption by the Town Council.

Sources: Town's 2017 and 2018 budget documents, 2019 proposed budget and the Town

### Management's Discussion and Analysis

See the Town's audited financial statements appended hereto as APPENDIX C for the Management's Discussion and Analysis, which provides a narrative overview and analysis of the financial activities of the Town for the year ended December 31, 2017, the most recent audit available for the Town.

[Include brief discussion of Marina Enterprise for 2018]

## Five-Year Capital Improvement Plan

Enterprise management has adopted the following five-year capital improvement plan for the System. The capital improvement plan is evaluated and updated annually by Enterprise management. The Enterprise’s capital improvement plan is subject to change based on the availability of Enterprise funds at the time of expenditure.

**Table XVI**  
**Five-Year Enterprise Capital Improvement Plan**

<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
\$4,012,700 <sup>1</sup>	\$3,788,500 <sup>2</sup>	\$936,000 <sup>3</sup>	\$1,308,000 <sup>4</sup>	\$325,000 <sup>5</sup>

<sup>1</sup> Includes the Project and replacement of paddle boats. See “USE OF PROCEEDS–The Project.”

<sup>2</sup> Includes intersection/entry improvements, sidewalk and pathway improvements, parking area improvements, the construction of a new Enterprise administration building and the replacement of paddle and runabout boats.

<sup>3</sup> Includes improvements to pier and lakefront promenades, the replacement of paddle boats and the replacement of pontoon fleet.

<sup>4</sup> Includes the construction of a [new?] food and beverages building, the relocation of playground facilities, landscaping and irrigation, improvements to sidewalks and paths, the replacement of paddle boats and the replacement of a mooring anchor winch boat.

<sup>5</sup> Includes improvements to the Marina pavilion and site amenities and the replacement of boating equipment.

Source: Enterprise Capital Plan

## DEBT STRUCTURE OF THE ENTERPRISE

### Generally

Borrowings for Enterprise purposes are contracted by the Town, acting by and through the Enterprise. The Enterprise has no taxing power and, because it is operated on a self-supporting, fee-for-service basis, its only source of revenue for debt service has historically been the net amounts remaining after payment of operation and maintenance expenses of the System. Accordingly, the debt structure of the Enterprise consists of revenue obligations which are not secured by the general credit of the Town.

### No Outstanding Obligations

As of December 31, 2018, the Enterprise has no outstanding obligations. The Series 2019 Bonds constitute the first issuance of obligations by the Enterprise.

## THE TOWN

### General

The Town is located on the western slope of the Continental Divide, in Summit County, Colorado, approximately 70 miles west of Denver, Colorado, at an elevation of 9,096 feet above sea level. The Town is centrally located in Summit County and has access at two interchanges on Interstate Highway 70. The Town covers approximately two square miles and currently has an estimated permanent population of approximately 3,000. See “APPENDIX E—ECONOMIC AND DEMOGRAPHIC INFORMATION.”

The Town is adjacent to the 275,000 acre-foot Dillon Reservoir, which is owned by the Denver Water Board and serves as a primary summer recreation facility for the Denver metropolitan area, in

addition to being one of the major storage facilities in the Denver Water system. The Town is situated in close proximity to four major ski resorts: Keystone; Copper Mountain; Arapahoe Basin; and Breckenridge. The Town is in the same general vicinity as the City of Loveland, Colorado and is located approximately 30 miles from the Town of Vail, Colorado.

## Town Government

The Town had its beginnings as a mining and railroad center. It was founded in 1873 and incorporated as a statutory town in 1879. In 1988 the present home-rule Charter was adopted.

Under the provisions of its Charter, the Town has a council-mayor-manager form of government, and is governed by a seven-member Council. Town Council members are elected for staggered four-year terms in elections held every two years. The Mayor, who is a voting member of the Town Council, presides at Town Council meetings. The present members of the Town Council are as follows:

Name	Office	Principal Occupation	Years of Service on the Board	Term Expires (April)
Gary Wilkinson	Mayor	Mining Engineer	10 <sup>1</sup>	2020
Hunter Mortensen	Mayor Pro Tem	Professional Ski Patroller	4	2022
Jessica Burley	Member	Public Sector Sustainability Coordinator <sup>2</sup>	2	2020
Deborah Shaner	Member	Life Safety Engineer	2	2020
Rick Ihnken	Member	Fire Rescue Lieutenant	2	2020
Dan Fallon	Member	Restaurant Owner; Home Inspector	2 <sup>3</sup>	2022
Melissa Sherburne	Member	Planner	< 1 <sup>4</sup>	2022

<sup>1</sup> Mayor Wilkinson served as a Council Member from April 2008 to April 2012 and has served as Town Mayor since April 2012.

<sup>2</sup> Council Member Burley is the Public Sector Sustainability Coordinator for the Town of Breckenridge, Colorado.

<sup>3</sup> Council Member Fallon served from April 2006 to April 2008. He returned to the Town Council in April of 2018.

<sup>4</sup> Council Member Sherburne joined the Town Council in April of 2018.

## Administration

The following is a list of the administrative and management personnel most directly involved in the execution and delivery of the Series 2019 Bonds, their duties with the Town government, and their background and experience.

**Town Manager.** The Town Manager is appointed by the Town Council and serves for an indefinite term. The Town Manager serves as the chief operating officer of the Town government and administers the policies of the Mayor and the Town Council. The Town Manager exercises all the executive powers and administrative powers vested in him or her by the Town Charter.

The position of Town Manager is currently vacant. Pursuant to the Charter, the Town Council must appoint a Town Manager within six months after the existence of a vacancy. Such appointment requires the affirmative vote of a majority of the entire Town Council. Prior to the Town Council's appointment of a successor Town Manager, the Mayor is authorized by the Charter to appoint a Town employee to serve as acting Town Manager. **[Update after January 8 Meeting]**

***Town Finance Director/Treasurer.*** The Town Treasurer performs all statutory duties of Treasurer, including the supervision of the Town's financial functions.

Bonnie Moinet has been employed by the Town in this position since April 2, 2007. Prior to her employment with the Town, she was Finance Director for the City of Alamosa, Colorado for 18 years. In 1984, she graduated from Adams State University, in Alamosa, Colorado, with a Bachelor of Science degree in accounting. Ms. Moinet is a certified public accountant and holds a Certified Government Finance Officer's designation from the Government Finance Officers Association.

***Town Attorney.*** The Town Attorney is the general legal counsel of the Town and advises the Town Council and Town officials in matters relating to their official powers and duties. The firm of Murray Dahl Beery Renaud LLP serves as general legal counsel of the Town. Murray Dahl Beery Renaud LLP concentrates its practice in the representation of local governments and litigation involving local government issues.

Thad Renaud, Esq. is a founding partner of Murray Dahl Beery & Renaud LLP. Mr. Renaud's 25 years of legal practice have been concentrated in the areas of local government, land use and real estate law. Prior to the formation of Murray Dahl, he was special counsel with Gosuch Kirgis LLP. Prior to joining Gorsuch Kirgis, he was senior counsel at Holme Roberts & Owens LLP. Mr. Renaud is currently the Town Attorney for the Town, as well as the City Attorney for the City of Edgewater, Colorado. He also currently serves as special counsel for the Beaver Creek Resort Company of Colorado and as the Associate Municipal Court Judge for the City of Blackhawk, Colorado. He has previously served as the City Attorney for the City of Cherry Hills Village, Colorado (2004-2008), Assistant City Attorney for the City of Lafayette, Colorado (1997-2004) and Assistant Town Attorney for the Town of Frisco, Colorado (1996-2004). In addition, Mr. Renaud has acted as special counsel for several Colorado cities and towns in various land use and litigation matters. Mr. Renaud's practice has also included a successful argument before the Colorado Supreme Court concerning the home rule authority of Colorado municipalities. Mr. Renaud received his Bachelor of Arts degree from the University of Texas at Arlington in 1990, and his Juris Doctor degree, with honors, from the University of Texas at Austin in 1993. He was admitted to the Colorado Bar in 1993. He is a member of the Colorado Municipal League and of the Metro City Attorneys Association.

## **Services; Employees**

A wide range of services are provided to Town residents by the Town, Summit County and other governmental and private parties, including public safety, highways and streets, sanitation (landfills), health and social services, libraries, public improvements, planning and zoning and general administration. Additional entities provide further services, such as public education and youth programs.

The Town's Police Department provides law enforcement throughout the Town. Additional law enforcement services are provided by the Summit County Sheriff's Department. Fire protection is provided to the Town by the Lake Dillon Fire Protection District. The Town also maintains cooperative agreements with various federal agencies and Summit County for law enforcement and fire protection purposes.

In addition to Summit Medical Center, which includes a surgery center, birthing center and 24-hour emergency room, numerous medical clinics exist within close proximity to the Town.

Public education within the Town is provided by Summit County School District RE-1. Children of the Town's residents enrolled in public school attend elementary school and middle school in the Town

and high school in unincorporated Summit County. Post-secondary education is available at nearby Colorado Mountain College, also located in Summit County.

A water plant is operated by the Town and wastewater service is provided by the Frisco Sanitation District. Xcel Energy supplies natural gas and electricity to the Town and Comcast and Qwest Communications provide cable television and telephone services, respectively.

The Town currently employs 97 full-time employees and varying numbers of seasonal full-time workers. In addition, there are 3 year-round part-time employees and approximately 130 seasonal part-time employees. During the last three years, the Town has experienced a substantial amount of growth in tourism. In an effort to recruit and retain qualified applicants to meet the Town's needs in connection with the increase in visitation, the Town has developed seven 10-month full-time positions which the Town hopes will level out the number of seasonal positions. The Town has also started to convert seasonal employees to full-time positions by having such employees assume responsibilities in other departments during alternating seasons. None of the Town employees is a member of a labor union. Labor relations between the Town and its employees may be characterized as excellent.

### **Pension and Other Benefits**

The Town participates in Social Security and Medicare tax, as well as Medicare tax for Social Security exempt employees. The Town matches the employee's contributions to these taxes through payroll deduction. Social Security does not pertain to members of the Police Department. Members of the Police Department are covered for retirement under the provisions of Colorado state law. The Town also provides an additional retirement program through the International City Manager's Association to which the Town contributes up to [7]% of an employee's salary, depending upon the employee's longevity with the Town. The employee is fully vested after three years of participation in the retirement program. The employee may match contributions up to the allowed federal/State requirements.

The Town provides eligible employees with comprehensive insurance protection in a self-insurance pool covering various health, dental, disability, vision and life insurance needs.

Town employees may accumulate unused vacation and sick time up to maximum limits. Upon separation after more than six months of employment, unused vacation time is prorated for the last year worked. Sick leave is forfeited at termination. At December 31, 2017, compensated absence liabilities were approximately \$287,752.55 and \$33,895.91 for the Town's general fund and enterprise funds, respectively, and were fully funded within each fund.

### **Town Insurance Coverage**

The Town maintains insurance coverages as required by law. The Town is a participant in a municipal insurance pool, Colorado Intergovernmental Risk Sharing Agency ("CIRSA"). The purposes of CIRSA are to provide members (who must be Colorado governmental entities) with defined liability and property coverages and to assist members to prevent and reduce losses and injuries to municipal property and to persons or property which might result in claims being made against members of CIRSA, their employees, or officers. CIRSA provides insurance coverage for property, liability, crime, policy professional, and errors and omissions insurance. The current insurance coverage will remain in effect through December 31, 2019 and is expected to be renewed annually. Maximum coverages are as follows:

	<b>Per Person</b>	<b>Per Occurrence</b>
Property	\$500	\$500,000
General Liability & Law Enforcement	N/A	\$5,000,000/claim
Auto Liability	N/A	\$1,500,000/claim
Public Officials Errors and Omissions aggregate/member	N/A	\$5,000,000/claim \$10,000,000 annually
Crime	N/A	\$150,000/claim

Note: Colorado statutes provide municipalities with immunity from tort liability in excess of \$600,000 per occurrence.

For more information concerning insurance coverage, see Note V-G to the Town’s financial statements included as APPENDIX C to this Official Statement.

### **Material Contracts**

The Town is a party to certain cooperative intergovernmental agreements (“IGAs”) with other governmental entities in the area. A formal IGA called the Dillon Reservoir Recreation Committee (“DRReC”) includes the Town of Frisco, the Town of Dillon, Summit County, Denver Water and the U.S. Forest Service. The DRReC is responsible for management oversight and recreation regulations and activities related to Dillon Reservoir and all Denver Water Board properties surrounding Lake Dillon. The Town also has several ongoing intergovernmental agreements with other communities and Summit County, under which elected officials engage in discussions regarding common issues that affect all communities in Summit County. Finally, there are numerous review agencies, such as County Planning Commissions, that provide comment and input on proposed projects that may have some impact in adjoining areas. [Brief discussion of contract with Frisco Sanitation District]

### **Master Plan and Capital Improvement Program**

The Town prepares a five-year capital project timeline. Items included in the capital improvement plan include major road projects, building improvements, trail additions, park improvements, vehicles, reforestation and forestry management, street revitalization plans and implementation. Funding for these projects comes from Real Estate Investment Fees and transfers of excess General Fund reserves, if any. The Town has also prepared a five-year capital project timeline with respect to improvements to the System. The Project is being constructed in accordance with the System’s five-year capital project timeline. See “FINANCIAL INFORMATION CONCERNING THE ENTERPRISE—Five-Year Capital Improvement Plan.”

### **CONSTITUTIONAL LIMITATIONS ON TAXES, REVENUES, BORROWING AND SPENDING**

At the general election held November 3, 1992, the voters of the State approved an amendment to the Colorado Constitution (“TABOR”) limiting the ability of the State and local governments such as the Town to increase revenues, debt and spending and restricting property, income and other taxes. Generally, TABOR limits the percentage increases in spending and property tax revenues to the prior year’s amounts, adjusted for inflation, local growth and voter approved changes, requires the maintenance of certain reserves, and prohibits the imposition of new real estate transfer taxes. In addition, TABOR requires that the State and local governments obtain voter approval for certain tax or tax rate increases or to keep or spend revenues received in excess of TABOR limits, and to create any “multiple fiscal year direct or indirect debt or other financial obligation whatsoever without adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years,” except for refinancing debt at a lower interest rate or adding new employees to existing pension plans.

On November 7, 2000, Town voters approved Referred Measure 2A (“Measure 2A”), authorizing the Town to collect, retain and spend all revenues received from its: property taxes; sales, use and other excise taxes; rates, fees, assessments, fines, forfeitures, licenses, permits, reimbursements, contributions, donations, seizures, rents, and charges for facilities and services; distributions from other governments; grants; interest earnings and other investment income; and any and all other revenues received by the Town. The approval of Measure 2A increased the Town’s financial flexibility without adding to its debt authorization.

TABOR excepts from its restrictions the borrowings and fiscal operations of “enterprises,” which term is defined to include government owned businesses authorized to issue their own revenue bonds and receiving under 10% of their revenues in grants from all Colorado State and local governments combined. The Town currently maintains the Enterprise and its water system as enterprises.

TABOR continues to affect many aspects of the Town’s financial operations, revenue sources and budgetary planning. Many of the provisions of TABOR are ambiguous and will continue to require judicial interpretation. There is no assurance that the application of TABOR, particularly during periods of reduced economic activity, will not adversely affect the operations or financial condition of the Town.

### **NOT RATED**

The Series 2019 Bonds are being issued without a rating.

### **LITIGATION**

There is no litigation now pending or, to the knowledge of the Town officials responsible for the issuance of the Series 2019 Bonds, threatened which questions the validity of the Series 2019 Bonds or of any proceedings of the Town taken with respect to the issuance or sale thereof.

### **TAX MATTERS**

#### **Generally**

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds (including any original issue discount properly allocable to the owner of a Series 2019 Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described above assumes the accuracy of certain representations and compliance by the Town with covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be met subsequent to the issuance of the Series 2019 Bonds. Failure to comply with such requirements could cause interest on the Series 2019 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2019 Bonds. The Town has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2019 Bonds.

The accrual or receipt of interest on the Series 2019 Bonds may otherwise affect the federal income tax liability of the owners of the Series 2019 Bonds. The extent of these other tax consequences will depend on such owners’ particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Series 2019 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers



entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2019 Bonds.

Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Series 2019 Bonds under the laws of the State of Colorado or any other state or jurisdiction.

A copy of the form of opinion of Bond Counsel is attached hereto as APPENDIX B.

### **Original Issue Discount**

The Series 2019 Bonds that have an original yield above their respective interest rates, as shown on the cover page of this Official Statement (collectively, the “Discount Bonds”), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond or is otherwise required to be recognized in gross income is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued or otherwise recognized original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, (b) less the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue discount must be recognized as an item of gross income and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such bonds for a price that is higher or lower than the “adjusted issue price” of the bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

## **Original Issue Premium**

The Series 2019 Bonds that have an original yield below their respective interest rates, as shown on the cover page of this Official Statement (collectively, the “Premium Bonds”), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser’s basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

## **Recognition of Income Generally**

Section 451 of the Code was amended by Pub. L. No. 115-97, enacted December 22, 2017 (sometimes referred to as the Tax Cuts and Jobs Act), to provide that taxpayers using an accrual method of accounting for federal income tax purposes generally will be required to include certain amounts in income, including original issue discount, no later than the time such amounts are reflected on certain financial statements of such taxpayer. The application of this rule may require the accrual of income earlier than would have been the case prior to the amendment of Section 451 of the Code. The rule generally applies to taxable years after 2017, except that in the case of income from a debt instrument having original issue discount, the rule does not apply until taxable years after 2018. Investors should consult their own tax advisors regarding the application of this rule and its impact on the timing of the recognition of income related to the Series 2019 Bonds under the Code.

## **Bank Qualified**

The Town has represented that it does not reasonably anticipate issuing greater than \$10,000,000 of tax-exempt obligations in calendar year 2019 (excluding certain private activity and refunding bonds) and that it has designed the Series 2019 Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. Accordingly, assuming the accuracy of such representations, Bond Counsel is of the opinion that in the case of certain banks, thrift institutions or other financial institutions owning the Series 2019 Bonds, a deduction is allowed for 80% of that portion of such institutions’ interest expense allocable to interest on such certificates. Bond Counsel has expressed no opinion with respect to any deduction for federal tax law purposes of interest on indebtedness incurred or continued by an owner of the Series 2019 Bonds or a related person to purchase or carry such bonds.

## **Backup Withholding**

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Series 2019 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2019 Bonds that fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the

excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

### **Changes in Federal Tax Law**

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading “TAX MATTERS” or adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2019 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2019 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2019 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

**PROSPECTIVE PURCHASERS OF THE SERIES 2019 BONDS SHOULD CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2019 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2019 BONDS.**

### **UNDERWRITING**

The Underwriter named on the Cover Page of this Official Statement (the “Underwriter”), has agreed to purchase the Series 2019 Bonds from the Town pursuant to a Bond Purchase Agreement dated \_\_\_\_\_, 2019, between the Town and the Underwriter, at a purchase price equal the principal amount of the Series 2019 Bonds plus premium on the Series 2019 Bonds in the amount of \$\_\_\_\_\_ less an underwriting discount of \$\_\_\_\_\_.

### **LEGAL MATTERS**

Legal matters incident to the authorization and issuance of the Series 2019 Bonds are subject to approval by Kutak Rock LLP, Denver, Colorado, Bond Counsel, whose opinion is expected to be delivered in substantially the form set forth in APPENDIX B hereto. In addition to acting as Bond Counsel, Kutak Rock LLP has also been retained to advise the Town concerning the preparation of this Official Statement. Certain legal matters will be passed upon for the Town by Murray Dahl Beery Renaud LLP, Denver, Colorado, as Town Attorney.

### **FINANCIAL STATEMENTS**

The basic financial statements of the Town for the year ended December 31, 2017, included in APPENDIX C to this Official Statement, have been audited by McMahan and Associates, L.L.C., independent certified public accountants and consultants, as stated in their report appearing herein. [Obtain or waive consent?]

**MISCELLANEOUS**

Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any such estimates will be realized. This Official Statement is not to be construed as a contract between the Town and any person.

The preparation, execution and delivery of this Official statement have been duly authorized by the Town.

TOWN OF FRISCO, COLORADO, acting by and through its Marina Enterprise

By: /s/  
Mayor

## APPENDIX A

### SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE

The following is a brief summary of certain provisions of the Bond Ordinance and is qualified in its entirety by the provisions of the Bond Ordinance itself.

#### Definitions

As used in the Bond Ordinance, the following terms have the following respective meanings, unless the context clearly requires otherwise:

“*Acquire*” or “*Acquisition*” means the design, construction, reconstruction, purchase, lease, gift, transfer, assignment, option to purchase, grant from the federal government or any public body or other person, endowment, bequest, devise, installation, condemnation, contract, or other acquirement or other provision, or any combination thereof, of facilities, other property, any project or an interest therein.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement between the Underwriter and the Town, which agreement governs the Underwriter’s purchase of the Series 2019 Bonds.

“*Bonds*” means all obligations payable from the Net Pledged Revenues, regardless of their priority.

“*Bond Counsel*” means Kutak Rock LLP or other counsel of nationally recognized standing in the field of state and local government finance, acceptable to the Town.

“*Bond Ordinance*” means the Bond Ordinance, including any amendment thereto, together with any applicable Final Terms Certificate.

“*Bond Year*” means the 12 months commencing on the second day of the month, determined by Final Terms Certificate, in which principal payments on the Series 2019 Bonds are payable, and ending on the first day of such month in the next succeeding calendar year.

“*Charter*” means the Home Rule Charter of the Town.

“*Code*” means the Municipal Code of the Town.

“*Combined Annual Debt Service Requirements*” means the sum of the annual Debt Service Requirements for all issues of Parity Bonds or Subordinate Securities for which the computation is being made.

“*Commercial Bank*” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation and of the Federal Reserve System, which has capital and surplus of \$100,000,000 or more and which is located within the United States of America.

“*Comparable Bond Year*” means, in connection with any Fiscal Year, the Bond Year which ends in such Fiscal Year. For example, for the Fiscal Year commencing on January 1, 2019, the Comparable Bond Year for the Bonds ends in 2019 on the first day of the month which is designated in the applicable Final Terms Certificate for payments of principal (whether or not any such principal is actually payable in 2019).

“*Cost of the Project*” means all or any part of the cost of the Project (including, but not limited to, such costs paid prior to the date of the Bond Ordinance and reimbursed to the Town or the Enterprise), including, without limitation, interest or discount on the Series 2019 Bonds, costs of issuance of the Series 2019 Bonds, legal expenses, costs of financial, professional, and other estimates and advice, contingencies, any administrative, operating, and other expenses of the Town incurred or paid prior to and during the Project, and all such other expenses as may be necessary or incident to the financing and completion of the Project or any part thereof.

“*Council*” means the Town Council of the Town as governing body of the Town, acting as such or, as the context requires, as the governing body of the Enterprise.

“*C.R.S.*” means the Colorado Revised Statutes, as amended.

“*Debt Service Requirements*” means the principal of, and interest on, and any premium due in connection with the redemption of any Bonds or other Securities payable from the Net Pledged Revenues, excluding any amounts provided for with capitalized interest or other funds actually on hand and irrevocably committed to the payment of Debt Service Requirements.

“*Enterprise*” means the Frisco Bay Marina enterprise of the Town.

“*Enterprise Ordinance*” means Town Ordinance No. 05-01, recognizing and confirming the existence of the Enterprise.

“*Equip*” or “*Equipment*” means the furnishing of all necessary or desirable, related or appurtenant machinery and other facilities, or any combination thereof, appertaining to any property, project or interest therein, as authorized by the Charter, the Enterprise Ordinance or the Bond Ordinance.

“*Event of Default*” means any one of the events described herein under the caption “Events of Default.”

“*Excess Investment Earnings Account*” means the special account created by the Bond Ordinance and described herein under the caption “Funds and Accounts—Excess Investment Earnings Account.”

“*Federal Securities*” means bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

“*Final Terms Certificate*” or “*Final Terms Certificates*” means a Certificate or Certificates, not inconsistent with the Bond Ordinance, signed by the Finance Director, approving the final terms of the Series 2019 Bonds and their award to the Underwriter pursuant to the Bond Purchase Agreement, and determining any details reasonably necessary or appropriate in connection therewith in order to effectuate or clarify the provisions of the Bond Ordinance and consummate the transactions contemplated thereby.

“*Finance Director*” means the Director of Finance of the Town.

“*Fiscal Year*” means the 12 months commencing on the first day of January of any calendar year and ending on the last day of December of such calendar year or such other 12-month period as may from time to time be designated by the Council or by State statute as the Fiscal Year of the Town.

“*Improve*” or “*Improvement*” means the addition, extension, enlargement, betterment, replacement or improvement or any combination thereof, of facilities, other property, any project or any

interest therein, but not including reconstruction, replacement, repair or other renewal of existing facilities that does not increase the capacity of the System.

“*Income*” means all income from storage fees, rentals, concessions or any other rates, fees or charges for the services furnished by, or the direct or indirect use of, the System, together with any interest income of the System not specifically excluded from the lien of the Bond Ordinance. To the extent provided by Final Terms Certificate, the Income also includes, for the purpose of determining compliance with the payment, accumulation and coverage requirements of the Bond Ordinance, any other funds contributed to the System for use in paying Debt Service Requirements or Operation and Maintenance Expenses.

“*Independent Accountant*” means any certified public accountant, or any firm of such accountants, duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Town, who (a) is, in fact, independent and not under the domination of the Town or the Council; (b) does not have any substantial interest, direct or indirect, in any of the affairs of the Town; and (c) is not connected with the Town as a member, officer or employee of the Council, but who may be regularly retained to make annual or similar audits of any books or records of the Town.

“*Independent Rate Consultant*” means a nationally recognized individual, firm or corporation of independent rate consultants of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the System, which individual, firm or corporation has no substantial interest, direct or indirect, in the Town and in the case of an individual, is not a member of the Council, or an officer or employee of the Town, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Council or an officer or employee of the Town.

“*Interest Payment Date*” means a date designated by Final Terms Certificate for the payment of interest on the Series 2019 Bonds or any other designated Securities.

“*Marina System Fund*” means the special fund created by the Bond Ordinance and described herein under the caption “Funds and Accounts–Marina System Fund and Flow of Funds.”

“*Maximum Annual Debt Service Requirements*” means, with respect to each issue of Parity Bonds for which the computation is being made, the largest amount of Debt Service Requirements coming due in any single Bond Year when such Parity Bonds are Outstanding.

“*Net Pledged Revenues*” means all Income remaining after the deduction of Operation and Maintenance Expenses.

“*Operation and Maintenance Expenses*” means such reasonable and necessary current expenses of the Town, paid or accrued, of operating, maintaining and repairing the System as may be determined by the Council. The term may include, at the option of the Council, except as limited by contract or otherwise limited by law, without limiting the generality of the foregoing:

(a) engineering, auditing, legal and other overhead expenses of the Town directly related and reasonably allocable to the administration, operation and maintenance of the System;

(b) insurance and surety bond premiums appertaining to the System;

(c) the reasonable charges of any paying agent, registrar, transfer agent, depository or escrow bank appertaining to the System or any bonds or other securities issued therefor;

(d) annual payments to pension, retirement, health and hospitalization funds appertaining to the System;

(e) any taxes, assessments, franchise fees or other charges or payments in lieu of the foregoing;

(f) ordinary and current rentals of equipment or other property under any operating leases and rentals with respect to capital leases if the payment of such capital leases is made subject to annual appropriation by the Council;

(g) contractual services, professional services, salaries, administrative expenses, and costs of labor appertaining to the System and the cost of materials and supplies used for current operation or routine maintenance and repair of the System;

(h) repairs and replacements of equipment and other parts of the System necessary to maintain the revenue producing capacity thereof;

(i) the costs incurred in the collection of all or any part of the Income;

(j) any costs of utility services furnished to the System by the Town or otherwise;

(k) reasonable indirect administrative costs incurred by the Town for the benefit of the System;

(l) costs of any professional services related to the calculation, payment or application for refund of arbitrage rebate; and

(m) any other such expenses considered by the Town in determining the amount of fees and charges imposed to cover costs of operation and maintenance of the System.

Except as expressly provided in the Bond Ordinance, "Operation and Maintenance Expenses" do not include:

(a) any allowance for depreciation;

(b) any costs of Improvement, extensions, or betterments;

(c) any accumulation of reserves for capital replacements;

(d) any accumulation of reserves for operation, maintenance, or repair of the System;



(e) any allowance for the redemption of any Bonds or other securities or the payment of any interest thereon;

(f) any liabilities incurred in the Acquisition of any properties comprising the System or any existing properties comprising the System or any combination thereof; and

(g) any other ground of legal liability not based on contract.

“*Operation and Maintenance Account*” means the special account created by the Bond Ordinance and described herein under the caption “Funds and Accounts–Operation and Maintenance Account.”

“*Outstanding*” means as of any particular date, all the Bonds payable in whole or in part from the Net Pledged Revenues which have been authorized, executed and delivered, except the following:

(a) any Bond cancelled by the Paying Agent or otherwise on behalf of the Town on or before such date;

(b) any Bond held by or on behalf of the Town;

(c) any Bond for the payment or the redemption of which moneys or Federal Securities sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to pay all of the Debt Service Requirements of such Bond to the maturity date or specified Redemption Date thereof has theretofore been deposited in escrow or in trust with a Trust Bank for that purpose; and

(d) any lost, destroyed or wrongfully taken Bond in lieu of or in substitution for which another bond or other security has been executed and delivered.

“*Owner*” means the holder of any bearer instrument or registered owner of any registered instrument.

“*Parity Bonds*” means Bonds payable from the Net Pledged Revenues equally or on a parity with the Series 2019 Bonds.

“*Paying Agent*” means UMB Bank, n.a., or a suitable Commercial Bank or Town official designated by Council by Final Terms Certificate to perform the duties of Paying Agent under the Bond Ordinance.

“*Permitted Investments*” means any investment which, as of the time made, is permitted by the laws of the State or the ordinances of the Town pertaining to Town investments to be made with Town funds.

“*Person*” means any individual, firm, partnership, corporation, company, association, joint stock association, limited liability company or body politic or any trustee, receiver, assignee or similar representative thereof.

“*Principal and Interest Account*” means the special fund created by the Bond Ordinance and described herein under the caption “Funds and Accounts–Principal and Interest Account.”

“*Project Account*” means the special fund created by the Bond Ordinance and described herein under the caption “Funds and Accounts–Project Account.”

“*Redemption Date*” means the date fixed for the redemption prior to maturity of any Bonds or other designated Securities payable from the Net Pledged Revenues in any notice of prior redemption given by or on behalf of the Town.

“*Registrar*” means UMB Bank, n.a., or a suitable Commercial Bank or Town official designated by Final Terms Certificate to perform the duties of Registrar under the Bond Ordinance.

“*Regular Record Date*” means the fifteenth day of the calendar month next preceding an Interest Payment Date for the Series 2019 Bonds.

“*Security*” or “*Securities*” means any bond or note issued by the Town or any other evidence of the advancement of money to the Town.

“*Series 2019 Bonds*” means the Marina Enterprise Revenue Bonds, Series 2019, to be issued under the Bond Ordinance in an aggregate principal amount of \$5,630,000.\*

“*Series 2019 Debt Service Reserve Account*” means the special account created by the Bond Ordinance and described herein under the caption “Funds and Accounts–Series 2019 Debt Service Reserve Account.”

“*Special Record Date*” means the date fixed by the Paying Agent for the determination of ownership of the Series 2019 Bonds for the purpose of paying interest not paid when due or interest accruing after maturity.

“*State*” means the State of Colorado.

“*Subordinate Bonds*” or “*Subordinate Securities*” means Bonds or Securities payable from the Net Pledged Revenues having a lien thereon subordinate or junior to the lien thereon of the Parity Bonds.

“*Superior Bonds*” or “*Superior Securities*” means Bonds or Securities payable from the Net Pledged Revenues having a lien thereon superior or senior to the lien thereon of the Bonds.

“*Supplemental Public Securities Act*” means Part 2 of Article 57, Title 11, C.R.S.

“*Surplus Account*” means the special account created by the Bond Ordinance and described herein under the caption “Funds and Accounts–Surplus Account.”

“*System*” means the Frisco Bay Marina facilities presently owned and operated by the Town, and any improvements thereto, together with any other marina facilities specifically added to the System by ordinance of the Town Council, together with Improvements to the foregoing.

“*Tax Code*” means the Internal Revenue Code of 1986, as amended.

“*Town*” means the Town of Frisco, Colorado, acting as such or, as the context requires, acting by and through and as the operator of the Enterprise.

---

\* Preliminary; subject to change.

“*Transfer Agent*” means UMB Bank, n.a., or a suitable Commercial Bank or Town official designated by Final Terms Certificate to perform the duties of Transfer Agent under the Bond Ordinance.

“*Trust Bank*” means a Commercial Bank which is authorized to exercise and is exercising trust powers.

“*Underwriter*” means George K. Baum & Company, the original underwriter of the Series 2019 Bonds.

## **Funds and Accounts**

The proceeds of the Series 2019 Bonds and the Income are to be deposited by the Town in the funds and accounts described in Article III of the Bond Ordinance , to be accounted for in the manner and priority set forth in Article III of the Bond Ordinance and described under this Section of this Appendix A.

The Net Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in any fund or account under the Bond Ordinance (except the Operation and Maintenance Account and the Excess Investment Earnings Account) are pledged pursuant to the Bond Ordinance to secure the payment of the Debt Service Requirements of the Series 2019 Bonds, subject to the provisions of the Bond Ordinance relating to the Project Account and subject to the application of the Net Pledged Revenues for the payment of Debt Service Requirements of Parity Bonds. This pledge is to be valid and binding from and after the date of the first delivery of the Series 2019 Bonds, and the moneys, as received by the Town and pledged, are to be immediately subject to the lien of this pledge without any physical delivery thereof, any filing or further act. The lien of this pledge and the obligation to perform the contractual provisions of the Bond Ordinance have priority over any or all other obligations and liabilities of the Town (except as otherwise expressly provided in the Bond Ordinance), and the lien of this pledge is to be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town (except as otherwise expressly provided in the Bond Ordinance), irrespective of whether such parties have notice thereof.

***Project Account.*** Proceeds of the Series 2019 Bonds are to be deposited, in an amount to be determined by Final Terms Certificate, in a special account created within the Marina Enterprise Fund of the Town pursuant to the Bond Ordinance to be known as the Marina Enterprise Revenue Bonds, Series 2019, Project Account (the “Project Account”). Moneys on deposit in the Project Account are to be used to pay costs of the Project, including any reimbursement to the Town for costs of the Project previously paid from the Marina Enterprise Fund of the Town, costs of issuance of the Series 2019 Bonds and other incidental costs necessary or appropriate in connection with the Project and the financing thereof. Moneys in the Project Account, and interest or investment income thereon, are not included within the Net Pledged Revenues and do not constitute security for the Series 2019 Bonds. Moneys and investments in the Project Account are to be held and applied by the Town to the completion of the Project. Upon completion of the Project, the balance of moneys in the Project Account, if any, are to be transferred to the Principal and Interest Account, to be used for the purposes of said Account in accordance with the Bond Ordinance.

***Marina System Fund and Flow of Funds.*** Except as otherwise provided in the Bond Ordinance, the entire Income, upon receipt thereof from time to time by the Town, is to be set aside and credited immediately to the Marina System Fund, which constitutes a subfund of the Marina Enterprise Fund of the Town. In addition, the Town may at its option credit to the Marina System Fund any other moneys of the Town legally available for expenditure for the purposes of the Marina System Fund as provided in the

Bond Ordinance. The Marina System Fund is to be administered and the moneys on deposit therein are to be deposited and applied in the following order of priority:

FIRST, to the Operation and Maintenance Account to pay Operation and Maintenance Expenses, as described in the Section captioned “Funds and Accounts–*Operation and Maintenance Account*” below;

SECOND, to the Principal and Interest Account to pay the Debt Service Requirements of the Parity Bonds then Outstanding in the manner described in the Section captioned “Funds and Accounts–*Principal and Interest Account*” below;

THIRD, to the Series 2019 Debt Service Reserve Account, in the manner described in the Section captioned “Funds and Accounts–*Debt Service Reserve Account*” below;

FOURTH, to the payment of Debt Service Requirements of Subordinate Bonds or other Subordinate Securities as described in the Section captioned “Funds and Accounts–*Payment of Subordinate Securities*” below;

FIFTH, to the Surplus Account, from time to time, as described in the Section captioned “Funds and Accounts–*Surplus Account*” below; and

SIXTH, to be used as described in the Sections captioned “Funds and Accounts–*Termination of Deposits*” and “–*Use of Remaining Revenues*” below.

In order to give effect to the requirements of the Code and the Bond Ordinance, the Town may to the extent necessary advance, subject to reimbursement, Income required for the payment of Operation and Maintenance Expenses from funds earmarked for capital facilities, and may also to the extent necessary advance, subject to reimbursement, Net Pledged Revenues required for the payment of the Debt Service Requirements of Parity Bonds from funds earmarked for operation and maintenance, including the Operation and Maintenance Account.

***Operation and Maintenance Account.*** As a first charge on the Marina System Fund, there is to be credited from time to time to the Operation and Maintenance Account, created within the Marina System Fund pursuant to the Bond Ordinance, moneys sufficient to pay the Operation and Maintenance Expenses of the System as they become due and payable, and thereupon the Operation and Maintenance Expenses are to be promptly paid.

***Principal and Interest Account.*** The Town is to deposit into the Principal and Interest Account, created within the Marina System Fund pursuant to the Bond Ordinance, forthwith upon receipt of the proceeds of the Series 2019 Bonds, interest accrued thereon, if any, from their date to the date of delivery thereof to the Owners, to apply to the payment of interest first due on the Series 2019 Bonds.

Subject to the payment of Operation and Maintenance Expenses described above, for so long as the Series 2019 Bonds are Outstanding, the Town is to deposit into the Principal and Interest Account from the Net Pledged Revenues [semiannually, no less than seven days prior to the next occurring Interest Payment Date,] the amount of interest accruing on the Series 2019 Bonds during said period (with a credit for the amount of any accrued or capitalized interest deposited in the Principal and Interest Account and not theretofore credited) and, after the first Interest Payment Date of the Series 2019 Bonds, no less than seven days prior to the next occurring Interest Payment Date the following amounts:

(a) **Interest Payments.** The aggregate amount of the next installment of interest due in the then current Bond Year in connection with the Series 2019 Bonds plus any other amounts due for interest on any other Parity Bonds then Outstanding; and

(b) **Principal Payments.** The aggregate amount of the next installment of principal due in the then current Bond Year in connection with the Series 2019 Bonds plus any other amounts due for principal of any other Parity Bonds then Outstanding.

Such interest and principal must be promptly paid when due.

The moneys credited to the Principal and Interest Account, excluding investment earnings which may be required to be rebated to the federal government, are to be used to pay the Debt Service Requirements of the Parity Bonds then Outstanding, as such Debt Service Requirements become due, except as otherwise provided in the Bond Ordinance or other ordinances authorizing Parity Bonds. The Principal and Interest Account is to also be maintained as a sinking fund for the mandatory redemption of any Parity Bonds which are subject to mandatory sinking fund redemption. Any mandatory sinking fund redemption of principal is to be treated as an installment of principal for purposes of this Section of this Appendix A.

**Series 2019 Debt Service Reserve Account.** The Town is to deposit into the Series 2019 Debt Service Reserve Account, at the time of issuance of the Series 2019 Bonds, a sum, determined by Final Terms Certificate, equal to the lesser of 10% of the proceeds of the Series 2019 Bonds, the Maximum Annual Debt Service Requirements of the Series 2019 Bonds coming due in any Bond Year or 125% of the average Debt Service Requirements of the Series 2019 Bonds. Subject to the payments of Operation and Maintenance Expenses and principal and interest on the Series 2019 Bonds required by the Bond Ordinance and except as described under the caption “Funds and Accounts–Termination of Deposits” below, from the Net Pledged Revenues, there are to be credited from time to time as hereinafter described to the Series 2019 Debt Service Reserve Account moneys sufficient to accumulate in and maintain the Series 2019 Debt Service Reserve Account at an amount at least equal to the amount so determined. In the event that the amount of the Series 2019 Debt Service Reserve Account falls below the amount determined by Final Terms Certificate, the Town is to credit to the Series 2019 Debt Service Reserve Account from Net Pledged Revenues or may credit to the Series 2019 Debt Service Reserve Account from the Surplus Account, to the extent such funds are available, that sum of money needed to accumulate or reaccumulate the amount therein so that at all times the amount of the Series 2019 Debt Service Reserve Account equals the amount specified in such Final Terms Certificate. The moneys required to be deposited in the Series 2019 Debt Service Reserve Account, excluding investment earnings which may be required to be rebated to the federal government, are to be set aside, accumulated and, if necessary, reaccumulated from time to time, and maintained as a continuing reserve to be used, except as hereinafter described in this Section of this Appendix A, under the caption “Funds and Accounts–Termination of Deposits” below and under the caption “Defeasance” hereof, only to prevent deficiencies in payment of the Debt Service Requirements of the Series 2019 Bonds then Outstanding resulting from failure to deposit into the Principal and Interest Account sufficient funds to pay such Debt Service Requirements as the same become due. The Series 2019 Debt Service Reserve Account is not required to be maintained after the Series 2019 Bonds are no longer Outstanding.

If at any time the Town for any reason fails to pay into the Principal and Interest Account the full amount above stipulated to be paid with respect to the Series 2019 Bonds, then an amount is to be paid into the Principal and Interest Account at such time first from the Surplus Account, to the extent such funds are available, equal to the difference between that paid from the Net Pledged Revenues and the full amount so stipulated. If the amount so applied remains insufficient to satisfy the Debt Service Requirements then due, the difference is to be paid into the Principal and Interest Account from the Series

2019 Debt Service Reserve Account. Any money so used from the Series 2019 Debt Service Reserve Account are to be replaced to the Series 2019 Debt Service Reserve Account from the first moneys credited to the Marina System Fund thereafter received and not required to be otherwise applied to the payment of Operation and Maintenance Expenses and/or the payment of principal and interest on the Series 2019 Bonds. If Parity Bonds are Outstanding and the ordinances authorizing the issuance of those Securities require the replacement of moneys in separate reserve accounts therefor, then the moneys replaced in the Series 2019 Debt Service Reserve Account are to be replaced on a pro rata basis based upon the total principal amount of the then Outstanding Parity Bonds and the total principal amount of the Series 2019 Bonds Outstanding, as moneys become available therefor.

If at any time the Town for any reason fails to pay into the Series 2019 Debt Service Reserve Account the full amount stipulated in the Bond Ordinance from the Net Pledged Revenues, the difference between the amount paid and the amount so stipulated is to, in a like manner, be paid therein first from the Surplus Account, to the extent funds are available, and thereafter from the first moneys credited to the Marina System Fund thereafter received and not required to be applied otherwise to the payment of Operation and Maintenance Expenses or to the payment of principal and/or interest on the Series 2019 Bonds.

Nothing in the Bond Ordinance is to be construed as limiting the right of the Town to substitute for the cash deposit required to be maintained in the Series 2019 Debt Service Reserve Account a letter of credit, surety bond, insurance policy, agreement guaranteeing payment, or other undertaking by a financial institution to ensure that cash in the amount otherwise required to be maintained under the Bond Ordinance will be available to the Town as needed; provided that any such substitution must not cause the then current rating or ratings of the Series 2019 Bonds or any other Parity Bonds to be adversely affected.

If the Series 2019 Bonds are no longer Outstanding, the Town may apply any remaining funds in the Series 2019 Debt Service Reserve Account to any other lawful purpose.

***Termination of Deposits.*** No payment need be made into the Principal and Interest Account if the amount in the Principal and Interest Account and the amount in the Series 2019 Debt Service Reserve Account totals a sum at least equal to the entire amount of the Outstanding Parity Bonds, as to all Debt Service Requirements, to their respective maturities or to any Redemption Date or Redemption Dates as of which the Town has exercised or has obligated itself to exercise its option to redeem, prior to their respective maturity dates, any Parity Bonds then Outstanding and thereafter maturing (provided that, solely for the purpose of this Section of this Appendix A, there is to be deemed to be a credit to the Series 2019 Debt Service Reserve Account of moneys, Federal Securities and bank deposits, or any combination thereof, accounted for in any other fund or account of the Town and restricted solely for the purpose of paying the Debt Service Requirements of such Parity Bonds), in which case moneys in the Principal and Interest Account and the Series 2019 Debt Service Reserve Account in an amount, except for any known interest or other gain to accrue from any investment or deposit of moneys as described under the caption “General Administration of Funds—Investment of Funds” of this Appendix A from the time of any such investment or deposit to the time or respective times the proceeds of any such investment or deposit is needed for such payment, at least equal to such Debt Service Requirements, is to be used together with any such gain from such investments and deposits solely to pay such Debt Service Requirements as the same become due. Any moneys in excess thereof in the Principal and Interest Account and the Series 2019 Debt Service Reserve Account and any other moneys derived from the Income or otherwise pertaining to the System may be used in any lawful manner determined by the Town.

***Payment of Subordinate Securities.*** After there has been deposited to the Principal and Interest Account an amount sufficient to pay all the Debt Service Requirements due during the current Bond Year on all Parity Bonds then Outstanding and after the accumulations to and replenishments of the Series

2019 Debt Service Reserve Account to be made in the current Bond Year have been made, any moneys remaining in the Marina System Fund for such Bond Year may be used by the Town for the payment of Debt Service Requirements of Subordinate Securities payable from the Net Pledged Revenues and authorized to be issued in accordance with the Bond Ordinance including reasonable reserves for such Subordinate Securities; but the lien of such Subordinate Securities on the Net Pledged Revenues and the pledge thereof for the payment of such Subordinate Securities is to be subordinate to the lien and pledge of any Outstanding Parity Bonds as provided in the Bond Ordinance.

***Use of Remaining Revenues.*** After the payments required by the Bond Ordinance to be made are made, at the end of any Bond Year, or whenever in any Bond Year there has been credited to the Principal and Interest Account and the Series 2019 Debt Service Reserve Account all amounts required to be deposited in those special funds during said Bond Year, as provided in the Bond Ordinance, any remaining moneys credited to the Marina System Fund may be used for the Acquisition of Improvements or other properties or facilities for the System or for any one or any combination of other lawful purposes as the Town may from time to time determine.

***Budget and Appropriation of Sums.*** The proceeds of the Series 2019 Bonds, together with all sums provided to make the payments specified in the Bond Ordinance are appropriated by the Bond Ordinance for said purposes, and in each year said amounts are to be included in the annual budget and the appropriation ordinance or measures to be adopted or passed by the Council in each year respectively while the Series 2019 Bonds, either as to principal or interest, is Outstanding and unpaid. No provisions of any constitution, charter, statute, ordinance, resolution or other order or measure enacted after the issuance of the Series 2019 Bonds is to in any manner be construed as limiting or impairing the obligation of the Town to keep and perform the covenants contained in the Bond Ordinance so long as the Series 2019 Bonds remain Outstanding and unpaid. Nothing in the Bond Ordinance may prohibit the Council from appropriating other legally available funds of the Town to the Marina System Fund for the purposes thereof.

***Excess Investment Earnings Account.*** The Finance Director is to transfer into and pay from the Excess Investment Earnings Account created by the Bond Ordinance within the Marina System Fund the amount of required arbitrage rebate, if any, due to the federal government under Sections 103 and 148(f)(2) of the Tax Code and regulations promulgated thereunder. The Finance Director is to determine such amounts in the manner required by said sections and related regulations and Section 6.20(b) of the Bond Ordinance. Transfer of the required arbitrage rebate amounts is to be made from the Principal and Interest Account, the Series 2019 Debt Service Reserve Account or any other legally available funds of the Town or the Enterprise; provided, however, that required arbitrage rebate payments are to be made to the federal government from legally available funds regardless of whether there are any remaining proceeds or other funds attributable to the Series 2019 Bonds that are available for the purpose.

All amounts in the Excess Investment Earnings Account, including income earned from investment thereof, are to be held by the Finance Director free and clear of any lien created by the Bond Ordinance, and the Finance Director is to remit the same to the federal government from time to time to the extent required by the Bond Ordinance.

***Surplus Account.*** After the issuance of the Series 2019 Bonds, the Town is to deposit from time to time in the Surplus Account, created within the Marina System Fund pursuant to the Bond Ordinance, legally available monies of the Enterprise, up to the amount of \$\_\_\_\_\_ (the "Maximum Surplus Amount"). The Town is to fund the Surplus Account from one-half of any moneys received by the Enterprise in excess of its annual Operation and Maintenance Expenses and debt service requirements of the Series 2019 Bonds until the Surplus Account is funded to the Maximum Surplus Amount. The Town has no obligation to fund the Surplus Account in any amount from any other sources nor to fund the

Surplus Account beyond the Maximum Surplus Amount or to replenish the Surplus Account in the event of a draw on the Surplus Account. Funds in the Surplus Account are to be applied solely to the timely payment of Debt Service Requirements of the Series 2019 Bonds, the payment of Operation and Maintenance Expenses (as and when deemed necessary by the Town, regardless of amounts on deposit in the Operation and Maintenance Account) and the payment of any Costs of the Project (as and when deemed necessary by the Town after expenditure of all amounts on deposit in the Project Account) to ensure the completion of the Project, and are not to be used or pledged to the payment of any other obligations.

In the event the amounts credited to the Principal and Interest Account and available to pay the Series 2019 Bonds are insufficient to pay the principal of, premium if any, or interest on the Series 2019 Bonds when due and there are moneys available in the Surplus Account, the Town is to transfer to the Principal and Interest Account from the Surplus Account an amount which, when combined with moneys in the Principal and Interest Account, would be sufficient to make such payments when due. Any additional shortcomings after such transfer from the Surplus Account are to be paid from the Series 2019 Debt Service Reserve Account. In the event the amounts in the Principal and Interest Account, the Surplus Account and the Series 2019 Debt Service Reserve Account are insufficient to pay all principal, premium if any, and interest on any due date, the Town is to nonetheless transfer all moneys in the Surplus Account to the Principal and Interest Account and use such moneys for the purpose of making partial payments as described in this Section. Amounts in the Surplus Account are not to be used to redeem Series 2019 Bonds being called pursuant to any optional redemption provisions of the Bond Ordinance, but may be used to pay Series 2019 Bonds coming due as a result of any mandatory sinking fund redemption. Amounts are to be transferred to the Principal and Interest Account from the Surplus Account before any amounts are transferred from the Series 2019 Debt Service Reserve Account.

Moneys credited to the Surplus Account may be invested as provided in the Bond Ordinance. All interest income from the investment or reinvestment of moneys credited to the Surplus Account is to be retained in the Surplus Account. Notwithstanding the preceding, the amount on deposit in the Surplus Account may never exceed the amount of the Maximum Surplus Amount. On each Interest Payment Date, any funds in excess of the Maximum Surplus Amount are to be transferred from the Surplus Account to the Principal and Interest Account.

### **General Administration of Funds**

***Places and Times of Deposits.*** Each of the special funds or accounts created or referred to in the Bond Ordinance are to be maintained as a book account of the Town and all moneys accounted for therein must at all times be either deposited in a Commercial Bank or invested in Permitted Investments. For purposes of such deposits or investments of moneys, nothing in the Bond Ordinance prevents the commingling of moneys accounted for in any two or more such funds or accounts pertaining to the Income. Such funds or accounts are to be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and are to be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes of such funds or accounts. Each periodic payment is to be credited to the proper fund or account not later than the date therefor designated in the Bond Ordinance, except that when any such date is a Saturday, a Sunday or a legal holiday, then such payment is to be made on or before the next preceding business day.

***Investment of Funds.*** Any moneys in any fund or account described in this Appendix A may be invested, re-invested or deposited only in Permitted Investments. Securities or obligations purchased as such investments must either be subject to redemption at any time at face value by the Owner thereof at the option of such Owner or must mature at such time or times as most nearly coincide with the expected need for moneys from the fund or account in question. Securities or obligations so purchased as an



investment of moneys in any such fund or account are to be deemed at all times to be a part of the applicable fund or account; provided that (with the exception of the Series 2019 Debt Service Reserve Account and the Excess Investment Earnings Account) the interest accruing on such investments and any profit realized therefrom is to be credited to the Marina System Fund, and any loss resulting from such investments is to be charged to the particular fund or account in question. Interest and profit realized from investments in the Series 2019 Debt Service Reserve Account is to be credited to the Series 2019 Debt Service Reserve Account; provided that so long as the amount in the Series 2019 Debt Service Reserve Account equals at least the minimum amount specified in the Final Terms Certificate, such interest and profit may be transferred to the Principal and Interest Account and distributed in the same manner as other moneys in the Principal and Interest Account. Any loss resulting from such investments in the Series 2019 Debt Service Reserve Account is to be charged to the Series 2019 Debt Service Reserve Account. The Town is to present for redemption or sale on the prevailing market any securities or obligations so purchased as an investment of moneys in a given fund or account whenever it is necessary to do so in order to provide moneys to meet any required payment or transfer from such fund or account. The Town must not invest any moneys accounted for under the Bond Ordinance if any such investment would contravene the covenant concerning arbitrage in the Bond Ordinance.

### **Priorities; Liens; Issuance of Additional Securities**

***First Lien on Net Pledged Revenues; Equality of Bonds.*** Except as expressly provided in the Bond Ordinance with respect to Parity Bonds and Subordinate Securities, the Net Pledged Revenues are irrevocably pledged and set aside to pay the Debt Service Requirements of the Series 2019 Bonds. The Outstanding Parity Bonds constitute an irrevocable and first lien (but not necessarily an exclusive first lien) upon the Net Pledged Revenues. Any Parity Bonds authorized, issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Pledged Revenues and are not entitled to any priority one over the other in the application of the Net Pledged Revenues regardless of the time or times of the issuance thereof, it being the intention of the Council that there is no priority among Parity Bonds, regardless of the fact that they may be actually issued and delivered at different times.

***Issuance of Additional Parity Bonds.*** Nothing in the Bond Ordinance, except the limitations described in this Section of this Appendix A, prevents the issuance by the Town of additional Parity Bonds payable from the Net Pledged Revenues and constituting a lien on the Net Pledged Revenues on a parity with, but not prior or superior to, the lien thereon of the Series 2019 Bonds; but before any such Parity Bonds are authorized or actually issued the Town must satisfy the following conditions:

(a) **Absence of Default.** At the time of the adoption of the supplemental ordinance or other instrument authorizing the issuance of the Parity Bonds, the Town must not be in default in making any payments required by the Bond Ordinance.

(b) **Historic Revenues Test.**

(i) Except as provided in the Bond Ordinance in the case of additional Parity Bonds issued for the purpose of refunding less than all of the Bonds and other Parity Bonds then outstanding, the Net Pledged Revenues for the last complete Fiscal Year prior to the issuance of the proposed additional Parity Bonds, as certified by the Town Manager, must have been equal to at least 125% of the Maximum Annual Debt Service Requirements of the Parity Bonds then Outstanding and the Parity Bonds proposed to be issued.

(ii) If any adjustment in rates, fees, tolls or charges is made by the Town during such Fiscal Year, the Town Manager is to adjust the calculation of the Net

Pledged Revenues to reflect the amount thereof that would have been received if such adjustment had been in effect throughout such Fiscal Year.

(iii) For purposes of this historic revenues test, when computing the Maximum Annual Debt Service Requirements for any issue of Parity Bonds bearing interest at a variable, adjustable, convertible or other similar rate which is not fixed for the entire term thereof, it is to be assumed that any such securities outstanding at the time of the computation will bear interest during any period, if the interest rate for such periods has not been determined, at a fixed rate equal to the higher of \_\_\_% per annum or the highest interest rate borne during the preceding 24 months by Outstanding securities of the Town (excluding securities issued pursuant Part 1 of Article 3 of Title 29, Colorado Revised Statutes, as amended, or other similar securities) bearing interest at a variable, adjustable, convertible or other similar rate or, if no such securities of the Town are outstanding at the time of the computation, by any similar securities for which the interest rate is determined by reference to an index comparable to that to be utilized in connection with the securities proposed to be issued, or if the interest rate for such period has been determined and is not subject to variation, adjustment or conversion prior to the expiration of such period, at the rate so determined. It is further assumed that any such securities which may be tendered prior to maturity for purchase at the option of the Owner thereof will mature on their stated maturity or mandatory redemption dates.

(iv) In the case of additional Parity Bonds issued for the purpose of refunding less than all of the Bonds and other Parity Bonds then Outstanding, compliance with this historic revenues test is not required so long as the Debt Service Requirements payable as to all Bonds and other Parity Bonds Outstanding after the issuance of such Parity Bonds on each Interest Payment Date do not exceed the Debt Service Requirements payable on all Bonds and other Parity Bonds Outstanding prior to the issuance of such Parity Bonds on such Interest Payment Date.

***Subordinate Securities Permitted.*** Nothing in the Bond Ordinance, except the limitations described under the caption “Priorities; Liens; Issuance of Additional Securities—Supplemental Ordinances”, prevents the Town from issuing Subordinate Securities for any lawful purpose, so long as, at the time of adoption of the supplemental ordinance or other instrument authorizing the issuance of Subordinate Securities, the Town is not in default in making any payments required in connection with any Outstanding Parity Bonds.

***Superior Securities Prohibited.*** The Town agrees in the Bond Ordinance not to issue any Superior Bonds or Superior Securities.

***Supplemental Ordinances.*** Parity Bonds or Subordinate Securities are to be issued only after authorization thereof by ordinance, supplemental ordinance or other instrument of the Council, in substantially the same form as the Bond Ordinance, stating the purpose or purposes of the issuance of such additional Securities, directing the application of the proceeds thereof to such purpose or purposes, directing the execution thereof, and fixing and determining the date, series designation, principal amount, maturity or maturities, maximum rate or rates of interest and prior redemption privileges of the Town with respect thereto, and providing for payments to and from the Marina System Fund in accordance with the Bond Ordinance. All additional Securities are to bear such date, be payable as to principal and interest on the same semiannual dates as the Bonds and be subject to redemption prior to maturity on such terms and conditions, as may be provided, and bear interest at such rate or rates as may be fixed by ordinance, instrument or other document of the Council.

## Covenants

**Rate Maintenance Covenant.** The Town covenants in the Bond Ordinance to prescribe, revise and collect rates, fees and charges for use of the System which would produce Income sufficient, together with any other moneys legally available therefor and credited to the Marina System Fund, to make the payments and accumulations required by the Bond Ordinance; and which would produce Income sufficient, after payment of Operation and Maintenance Expenses, to pay an amount at least equal to 125% of the Combined Annual Debt Service Requirements for the Outstanding Parity Bonds. Such Income remaining after payment of Operation and Maintenance Expenses and the Debt Service Requirements of Outstanding Parity Bonds must also be sufficient to pay 100% of the Combined Annual Debt Service Requirements of all Outstanding Subordinate Securities, plus any amounts required to meet then existing deficiencies pertaining to any fund or account relating to the Net Pledged Revenues or any securities payable therefrom.

The Council covenants to increase rates, fees and charges in such manner and to such extent as to reasonably ensure the payments and accumulations required by the provisions of the Bond Ordinance. If in any year it appears that such rates, fees and charges at any time would not be sufficient to make all of the payments and accumulations required by the Bond Ordinance, the Town is to retain an Independent Rate Consultant to analyze the rate structure and utilization of the Marina System and make a written recommendation concerning any appropriate increases or other changes in such rate structure which would enable the Town to perform its covenants and make all of the payments and accumulations required by the Bond Ordinance. The insufficiency of such rates, fees and charges to make such payments and accumulations would not require any action by the Town to increase rates, fees or charges if, in the opinion of such consultant, the rates, fees and charges being imposed are reasonable and consistent with the maximization of the Net Pledged Revenues. The Town Council, as the governing body of the Enterprise, must promptly review and implement, if reasonably possible, the recommendations of such Independent Rate Consultant. So long as the Town continuously complies with the provisions described in this paragraph, the failure to produce Income annually in an amount sufficient to pay the annual Operation and Maintenance Expenses and 125% of the Combined Annual Debt Service Requirements for the Outstanding Parity Bonds would not constitute an Event of Default under the Bond Ordinance.

**Tax Covenant.** The Town covenants in the Bond Ordinance to and for the benefit of the Owners that it will at all times do and perform the acts and things necessary or desirable to assure that interest paid on the Series 2019 Bonds is to be excluded from gross income for federal income tax purposes. The Town will not make or permit to be made any use of the original proceeds of the Series 2019 Bonds, or of any moneys treated as proceeds of the Series 2019 Bonds under the Tax Code and applicable regulations, rulings and decisions, or take, permit to be taken or fail to take any action which would adversely affect the exclusion from gross income of the interest on the Series 2019 Bonds under the Tax Code and applicable regulations, rulings and decisions. The Mayor, the Clerk and the Finance Director are authorized to execute and deliver all such additional certificates, covenants or agreements as reasonably necessary to implement and comply with the foregoing covenant.

The Town has designated the Series 2019 Bonds as qualified tax exempt obligations within the meaning of Section 265(b)(3) of the Tax Code. The Town covenants that the aggregate face amount of all tax-exempt obligations issued by the Town, together with governmental entities which derive their issuing authority from the Town or are subject to substantial control by the Town, are not reasonably expected to be more than \$10,000,000 during calendar year 2019.

**Other Covenants.** Additional covenants by the Town contained in the Bond Ordinance include provisions relating to operation and management of the System in an efficient and economical manner

and maintenance of reasonable and just rates and charges for services furnished by the System. The Town also covenants not to dispose of any System property except as permitted by the Bond Ordinance. The Town covenants to maintain insurance coverage of the System with responsible insurers or self-insurance programs (to the extent available at reasonable cost), to keep accurate records and accounts for the System, to obtain annual audits of the records and accounts relating to the System (which may be part of the annual audit of the general records and accounts of the Town), so long as any of the Series 2019 Bonds remain Outstanding.

## **Defeasance**

When all Debt Service Requirements of the Series 2019 Bonds have been duly paid, the pledge and lien and all obligations under the Bond Ordinance will thereby be discharged and the Series 2019 Bonds will no longer be deemed to be Outstanding within the meaning of the Bond Ordinance. There would be deemed to be such due payment when the Town has placed in escrow or in trust with a Trust Bank, located within or without the State, cash or Federal Securities in an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to pay all Debt Service Requirements of the Series 2019 Bonds, as the same become due at their maturity date or upon any Redemption Date as of which the Town has exercised or has obligated itself to exercise its option to call the Series 2019 Bonds for prior redemption. The Federal Securities are to become due prior to the respective times at which the proceeds thereof are needed, in accordance with a schedule established and agreed upon between the Town and such bank at the time of the creation of the escrow or trust, or the Federal Securities are to be subject to redemption at the option of the Owner thereof to assure such availability as so needed to meet such schedule. Nothing in the Bond Ordinance is to be construed to prohibit a partial defeasance of the Series 2019 Bonds in accordance with the provisions of the Bond Ordinance.

## **Defaults and Remedies**

*Events of Default.* Each of the following events constitutes an Event of Default under the Bond Ordinance:

- (a) **Nonpayment of Principal.** Payment of the principal of the Series 2019 Bonds or any other Parity Bond is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;
- (b) **Nonpayment of Interest.** Payment of any installment of interest on the Series 2019 Bonds or any other Parity Bond is not made when the same becomes due and payable;
- (c) **Incapacity to Perform.** The Town for any reason becomes incapable of fulfilling its obligations under the Bond Ordinance;
- (d) **Nonperformance of Duties.** The Town fails to carry out and to perform (or in good faith to begin the performance of) all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Income or to the System or otherwise, including, without limitation, the Bond Ordinance or the ordinance authorizing any other issue of Parity Bonds, and such failure continues for 60 days after receipt of notice from the Owners of 25% in aggregate principal amount of the Parity Bonds then Outstanding; provided that if such failure cannot be cured within such 60 days and if during that period corrective action has commenced to remedy such failure and subsequently is diligently pursued by the Town to the completion of such performance, an Event of Default would not be deemed to have occurred;

(e) **Failure to Reconstruct.** The Town discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any essential part of the System which is condemned, destroyed or damaged and is not promptly repaired or replaced (whether such failure to repair the same is due to impracticality of such repair or replacement, or is due to a lack of moneys therefor, or for other reason);

(f) **Appointment of Receiver.** An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the Town, appointing a receiver or receivers for the System or for the Income and any other moneys subject to the lien to secure the payment of the Series 2019 Bonds or any other Parity Bond, or both the System and such moneys, or if any order or decree, having been entered without the consent or acquiescence of the Town, is not vacated or discharged or stayed on appeal within 60 days after entry; and

(g) **Default of Any Provision.** The Town defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions on its part to be performed, contained in the Series 2019 Bonds or any Parity Bond, or in the Bond Ordinance or the ordinance authorizing any issue of Parity Bonds, and if such default continues for 60 days after written notice, specifying such default and requiring the same to be remedied, is given to the Town by the Owners of 25% in aggregate principal amount of the Parity Bonds then Outstanding; provided that if such failure cannot be cured within such 60 days and if during that period corrective action has been commenced to remedy such default and subsequently is diligently pursued to the completion of such performance, an Event of Default would not be deemed to have occurred.

**Remedies for Defaults.** Upon the happening and continuance of any of the Events of Default, as described under the caption “Defaults and Remedies—Events of Default”, then and in every case the Owner or Owners of not less than 25% in aggregate principal amount of the Parity Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the Town and its agents, officers and employees to protect and to enforce the rights of any Owner of Parity Bonds under the Bond Ordinance or the ordinance authorizing any other issue of Parity Bonds by mandatory injunction or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or an operating trustee or for the specific performance of any covenant or agreement contained in the Bond Ordinance or for any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any such Owner or Owners, or to require the Town to act as if it were the trustee of an express trust, or any combination of such remedies or as otherwise may be authorized by any statute or other provision of law. All such proceedings at law or in equity are to be instituted, had and maintained for the equal benefit of all Owners of Parity Bonds then Outstanding. Any receiver or operating trustee appointed in any proceedings to protect the rights of such Owners under the Bond Ordinance or under the ordinance authorizing any other issue of Parity Bonds may collect, receive and apply all Income arising after the appointment of such receiver or operating trustee in the same manner as the Town itself might do. The consent to any such appointment is expressly granted by the Town.

**Rights and Privileges Cumulative.** The failure of any Owner of any Outstanding Parity Bond to proceed in any manner provided in the Bond Ordinance would not relieve the Town or any of its officers, agents or employees of any liability for failure to perform to carry out any duty, obligation or other commitment. Each right or privilege of any such Owner or trustee therefor is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any such Owner would not be deemed a waiver of any other right or privilege thereof. Each such Owner is entitled to all of the privileges, rights and remedies provided or permitted in the Bond Ordinance and as

otherwise provided or permitted by law or in equity or by statute, except as otherwise provided in the Bond Ordinance, and subject to the applicable provisions concerning the Income and the proceeds of the Series 2019 Bonds. Nothing in the Bond Ordinance affects or impairs the right of any such Owner to enforce the payment of the Debt Service Requirements due in connection with such Owner's Securities or the obligation of the Town to pay the Debt Service Requirements of each Security to the Owner thereof at the time and the place expressed in such Security.

***Duties upon Default.*** Upon the happening of any of the Events of Default as described under the caption "Defaults and Remedies—Events of Default", the Town, in addition, will do and perform all proper acts on behalf of and for the Owners of the Outstanding Parity Bonds to protect and to preserve the security pledged for the payment of their Parity Bonds and to ensure the payment of the Debt Service Requirements promptly as the same become due. During any period of default, so long as any Parity Bonds, as to any Debt Service Requirements, are Outstanding, except to the extent it may be unlawful to do so, all Net Pledged Revenues are to be paid into the Principal and Interest Account on an equitable and prorated basis, and used for the purposes therein provided. If the Town fails or refuses to proceed as described in this Section, the Owner or Owners of not less than 25% in aggregate principal amount of the Parity Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Outstanding Parity Bonds as hereinabove described; and to that end any such Owners of the Outstanding Parity Bonds are subrogated to all rights of the Town under any agreement or contract involving the Net Pledged Revenues entered into prior to the effective date of the Bond Ordinance or thereafter while any of the Parity Bonds are Outstanding. Nothing in the Bond Ordinance requires the Town to proceed as described in this Section if it determines in good faith and without any abuse of its discretion that if it so proceeds it is more likely than not to incur a net loss rather than a net gain or that such action is likely to affect materially and prejudicially the Owners of any Outstanding Parity Bonds.

### **Amendment of Bond Ordinance**

***Amendments of Ordinance Not Requiring Consent of Parity Bond Owners.*** The Town may, without the consent of, or notice to, the Owners of the Outstanding Parity Bonds, adopt ordinances amendatory or supplemental to the Bond Ordinance (which amendments or supplements will thereafter form a part of the Bond Ordinance) for any one or more or all of the following purposes:

- (a) to cure or correct any formal defect, ambiguity or inconsistent provision contained in the Bond Ordinance;
- (b) to appoint successors to the Paying Agent, Registrar or Transfer Agent;
- (c) to designate a trustee for the Owners of the Outstanding Parity Bonds, to transfer custody and control of the Income to such trustee, and to provide for the rights and obligations of such trustee;
- (d) to add to the covenants and agreements of the Town or the limitations and restrictions on the Town set forth in the Bond Ordinance;
- (e) to pledge additional revenues, properties or collateral to the payment of the Outstanding Parity Bonds;
- (f) to cause the Bond Ordinance to comply with the Trust Indenture Act of 1939, as amended from time to time; or

(g) to effect any such other changes to the Bond Ordinance which do not materially adversely affect the interests of the Owners of the Outstanding Parity Bonds.

The Owners are to receive notice of the adoption of any amendment pursuant to this Section.

***Amendment of Bond Ordinance Requiring Consent of Owners.*** Exclusive of the amendatory ordinances described in the immediately preceding Section, the Bond Ordinance may be amended or modified by ordinances or other instruments duly adopted by the Council, without receipt by it of any additional consideration, but with the written consent of the Owners of 66% in aggregate principal amount of the Parity Bonds then Outstanding at the time of the adoption of such amendatory ordinance; provided that no such amendatory ordinance may permit, without the consent of the Owner of the Parity Bond or Bonds affected thereby:

(a) **Changing Payment.** A change in the maturity or in the terms of redemption of the principal of any Parity Bond or any installment of interest thereon;

(b) **Reducing Return.** A reduction in the principal amount of any Parity Bond or the rate of interest thereon;

(c) **Prior Lien.** The creation of a lien upon or a pledge of revenues ranking prior to the lien or to the pledge created by this Ordinance;

(d) **Modifying Amendment Terms.** A reduction of the principal amount or percentages of the Outstanding Parity Bonds, or any modification otherwise affecting the description of any Parity Bonds, or otherwise changing the consent of the Owners of Parity Bonds, which may be required for any amendment to the Bond Ordinance;

(e) **Priorities Between Issues of Parity Bonds.** The establishment of priorities as between the Series 2019 Bonds or any other Parity Bonds under the provisions of this Ordinance or any other ordinance authorizing Parity Bonds; or

(f) **Partial Modification.** Any modifications otherwise materially and prejudicially affecting the rights or privileges of the Owners of less than all of the Parity Bonds then Outstanding.

Whenever the Council proposes to amend or modify the Bond Ordinance under the provisions described in this Section, it must give notice of the proposed amendment by mailing such notice to the Owners or to any successor thereof known to the Town Clerk and to all Owners of Parity Bonds, if applicable, and to the Owners at the addresses appearing on the registration books of the Town, or by electronic means to DTC or its successors. Such notice must briefly set forth the nature of the proposed amendment and state that a copy of the proposed amendatory ordinance or other instrument is on file in the office of the Town Clerk for public inspection.

**APPENDIX B**

**PROPOSED FORM OF OPINION OF  
KUTAK ROCK LLP, BOND COUNSEL**

February \_\_, 2019

Town of Frisco  
Frisco, Colorado

George K. Baum & Co.  
Denver, Colorado

**\$5,630,000\***  
**Town of Frisco, Colorado,**  
**acting by and through its Marina Enterprise,**  
**Marina Enterprise Revenue Bonds**  
**Series 2019**

Ladies and Gentlemen:

We have been engaged by the Town of Frisco, Colorado (the “Town”) to act as bond counsel in connection with the issuance of the above bonds (the “Series 2019 Bonds”). The Series 2019 Bonds are being issued by the Town, acting by and through its Marina Enterprise (the “Enterprise”), pursuant to Town Ordinance No. \_\_ (the “Bond Ordinance”), as supplemented by a Final Terms Certificate dated February \_\_, 2019 (the “Final Terms Certificate”). The Bond Ordinance, as supplemented by the Final Terms Certificate, is referred to herein as the “Ordinance.” Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Ordinance.

In our capacity as bond counsel, we have examined the Constitution and the laws of the State of Colorado (the “State”), the home rule charter (the “Charter”) of the Town, and the regulations, rulings and judicial decisions relevant to the opinions set forth in paragraph 2 below; the transcript of the proceedings relating to the issuance of the Series 2019 Bonds; the Ordinance, and such other certificates, documents, opinions and papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certifications in the transcript of proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon and in reliance on the foregoing, we are of the opinion, under existing law and as of the date hereof, that:

1. The Series 2019 Bonds have been duly authorized, executed and delivered by the Town under the laws of the State of Colorado now in force and are valid and binding special and limited obligations of the Town, acting by and through the Enterprise, payable on the terms, and subject to the conditions, stated in the Ordinance, and enforceable according to their terms except to the extent such enforcement is limited by the bankruptcy laws of the United States of America, by the reasonable exercise of the sovereign police power of the State of Colorado, and by the exercise of the powers delegated to the United States of America by the federal constitution.

---

\* Preliminary; subject to change



2. Under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Also, because the Series 2019 Bonds have been designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, in the case of certain banks, thrift institutions or other financial institutions owning the Series 2019 Bonds, a deduction is allowed for 80% of that portion of such institutions’ interest expense allocable to the Series 2019 Bonds.

3. Under Colorado statutes existing on the date hereof, to the extent interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes, interest on the Series 2019 Bonds is excludable from gross income for State of Colorado income tax purposes and from the calculation of Colorado alternative minimum tax.

The opinions expressed in numbered paragraphs (2) and (3) assume the accuracy of the Town’s representations and compliance by the Town of the covenants designed to satisfy the requirements of the Code that must be satisfied subsequent to the issuance of the Series 2019 Bonds. The Town has covenanted to comply with all such requirements. The failure to comply with certain of such requirements may cause interest on the Series 2019 Bonds to be included in gross income for federal and state income tax purposes retroactive to the date of issuance of the Series 2019 Bonds. We express no opinion regarding other federal or state tax consequences arising with respect to the Series 2019 Bonds.

We express no opinion herein with respect to the accuracy, completeness or sufficiency of any documents prepared or used or statements made in connection with the offering or sale of the Series 2019 Bonds.

This opinion is delivered based and in reliance upon our examination of the laws, documents and other items specifically described in the second paragraph hereof on the date hereof and we have no obligation to supplement or update this opinion based on or with respect to changes in such laws, documents or other items or with respect to any other event that occurs after the date hereof. The opinions expressed in this letter are given as of the date hereof, and we assume no obligation to update, revise or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

**APPENDIX C**

**AUDITED COMPREHENSIVE ANNUAL  
FINANCIAL REPORT OF THE TOWN  
AS OF DECEMBER 31, 2017**

## APPENDIX D

### BOOK-ENTRY-ONLY SYSTEM

*The information in this Appendix concerning The Depository Trust Company (“DTC”) and DTC’s book entry-only system has been obtained from DTC, and the Town and the Underwriter take no responsibility for the accuracy thereof.*

DTC will act as securities depository for the Series 2019 Bonds. The Series 2019 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered bond certificate will be issued for the Series 2019 Bonds, as set forth on the Cover Page hereof, in the aggregate principal amount of each maturity of the Series 2019 Bonds and deposited with DTC.

DTC, the world’s largest securities depository, is a limited purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation and Emerging Markets Clearing Corporation, (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others both as U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has S&P Global Ratings highest rating: “AAA.” The rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of the Series 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2019 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2019 Certificate (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2019 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2019 Bonds, except in the event that use of the book entry system for the Series 2019 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2019 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may

be requested by an authorized representative of DTC. The deposit of Series 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of Series 2019 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2019 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants remain responsible for keeping accounts of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2019 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2019 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2019 Certificate documents. For example, Beneficial Owners of the Series 2019 Bonds may wish to ascertain that the nominee holding the Series 2019 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2019 Bonds within the issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2019 Bonds unless authorized by a Direct Participant on accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Town as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2019 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2019 Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Town or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners are governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the Town, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other name as may be requested by an authorized representative of DTC) is the responsibility of the Town or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2019 Bonds at any time by giving reasonable notice to the Town or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

## APPENDIX E

### ECONOMIC AND DEMOGRAPHIC INFORMATION

This portion of the Official Statement contains general information concerning historic economic and demographic conditions in the Town of Frisco, Colorado (the “Town”) and surrounding Summit County (the “County”). It is intended only to provide prospective investors with general information regarding the Town’s community. The information was obtained from the sources indicated and is limited to the time periods indicated. The information is historic in nature; it is not possible to predict whether the trends shown will continue in the future. The Town makes no representation as to the accuracy or completeness of data obtained from parties other than the Town.

#### Population

The following table sets forth population statistics for the Town, the County and the State of Colorado (the “State”).

<b>Population</b>					
<b>Year</b>	<b>Town of Frisco</b>	<b>Percent Change</b>	<b>Summit County</b>	<b>Percent Change</b>	<b>Colorado</b>
1970	471	--	2,665	--	2,207,259
1980	1,221	159.24%	8,848	232.01%	2,889,964
1990	1,601	31.12	12,881	45.58	3,294,394
2000	2,443	52.59	23,548	82.81	4,301,261
2010	2,683	9.82	27,994	18.88	5,029,196
2017 <sup>1</sup>	3,123	16.40	30,555	9.15	5,609,445

<sup>1</sup> Estimate.

Source: U.S. Department of Commerce, Bureau of the Census, and Colorado Division of Local Government, Demography Section

#### Income

The following tables set forth historical median household effective buying income, the percentage of households by classification of effective buying income (“EBI”) levels, and the per capita personal income levels in the County, the State and the United States.

<b>Median Household Effective Buying Income<sup>1</sup></b>					
	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Summit County	\$49,972	\$50,798	\$55,722	\$57,326	\$62,337
Colorado	47,469	49,949	52,345	54,718	57,732
United States	43,715	45,448	46,738	48,043	50,620

<sup>1</sup> As calculated on January 1 of each year.

Source: The Nielsen Company, Site Reports, 2014-2017; Environics Analytics, *Spotlight Claritas Reports* 2018

**Percent of Households by  
Effective Household Income Groups—2018<sup>1</sup>**

	<b>Less Than \$25,000</b>	<b>\$25,000- \$49,999</b>	<b>\$50,000- \$99,999</b>	<b>\$100,000- \$149,999</b>	<b>\$150,000 or more</b>
Summit County	13.25%	25.67%	37.97%	13.99%	9.12%
Colorado	17.39	25.73	36.41	12.21	8.27
United States	22.30	27.12	33.92	9.67	6.97

<sup>1</sup> As calculated on January 1. Totals may not equal 100% due to rounding.  
Source: Environics Analytics, *Spotlight Claritas Reports* 2018

**Per Capita Personal Income**

	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Summit County	\$46,583	\$49,510	\$53,351	\$56,680	\$58,386
Colorado	45,089	46,824	49,952	51,876	51,999
United States	44,282	44,493	46,494	48,451	49,246

Source: Colorado Division of Local Government, Demographic Section

**Housing Stock**

The following table sets forth a comparison of households within the Town and the County.

	<b>Housing Units</b>		
	<b>2000</b>	<b>2010</b>	<b>2017<sup>1</sup></b>
Frisco (Town of)	2,727	3,117	3,494
Summit County	24,201	29,842	31,185

<sup>1</sup> Estimate.

Source: U.S. Department of Commerce, Bureau of the Census and the Colorado Department of Local Affairs

## School Enrollment

The following table presents a five-year history of enrollment for Summit County School District RE-1, the primary school district serving the Town.

### Summit County School District RE-1

Year	Enrollment
2013/2014	3,287
2014/2015	3,345
2015/2016	3,506
2016/2017	3,557
2017/2018	3,592

Source: Colorado Department of Education

## Building Permit Activity

Set forth in the following tables are historical building permit activity for the Town.

### History of Building Permit Activity

Year	Residential		Commercial		All Permits Issued	
	Permits	Valuation	Permits	Valuation	Permits	Valuation
2013	52	\$5,243,505	56	\$12,082,932	322	\$20,169,914
2014	64	8,531,681	54	11,167,591	315	24,701,320
2015	63	5,862,467	56	16,224,941	416	26,901,609
2016	26	3,127,906	55	5,171,561	363	11,553,326
2017	37	4,131,910	45	12,608,995	346	19,659,029
2018 <sup>1</sup>	50	9,960,678	34	11,962,868	352	28,252,584

<sup>1</sup> Building permits issued through September 30, 2018.  
Source: Community Development Department

## Foreclosure Activity

The following table sets forth the number of foreclosures filed within the County over the past five years.

### History of Foreclosures—Summit County

Year	Foreclosures Filed	Percent Change
2013	1,543	--
2014	1,627	5.44%
2015	1,845	13.40
2016	[ ]	
2017	[ ]	
2018 <sup>1</sup>	[ ]	--

<sup>1</sup> Foreclosures filed through \_\_\_\_\_, 2018. [*Kutak requested from County*]  
Source: Summit County Public Trustee Office

## Retail Sales

The following table sets forth retail sales figures as reported by the state for the Town, the County and the State.

### Retail Sales

Year	Town of Frisco	Percent Change	Summit County	Town as Percentage of County	Colorado
2011	\$313,520,264	--	\$1,407,965,253	22.27%	\$154,697,942,972
2012	316,109,335	0.83%	1,434,784,796	22.03	164,387,648,458
2013	323,195,918	2.24	1,548,986,277	20.86	172,784,033,081
2014	365,444,949	13.07	1,694,512,298	21.57	182,709,977,954
2015 <sup>1</sup>	416,975,200	14.10	1,846,077,634	22.59	182,845,695,387

<sup>1</sup> According to the Department of Revenue, the department is currently experiencing a system problem that prevents the Retail Sales Reports from being produced and are working to resolve the issue as soon as possible. Currently, the most recent available is 2015.

Source: State of Colorado, Department of Revenue, Sales Tax Statistics, 2011-2015



## Employment

The following tables set forth employment statistics by industry and the most recent historical labor force estimates for the County.

### Total Business Establishments and Employment—Summit County

Industry <sup>1</sup>	First Quarter 2017		First Quarter 2018		Quarterly Change	
	Units	Employment	Units	Employment	Units	Employment
Agriculture, Forestry, Fishing and Hunting	4	13	4	13	0	0
Mining <sup>2</sup>	--	--	--	--	--	--
Utilities <sup>2</sup>	--	--	--	--	--	--
Construction	348	1,031	358	1,089	10	58
Manufacturing	27	173	29	200	2	27
Wholesale Trade	69	188	75	188	6	0
Retail Trade	291	3,141	285	3,075	(6)	(66)
Transportation and Warehousing	33	411	34	420	1	9
Information	29	170	29	182	0	12
Finance and Insurance	59	246	71	255	12	9
Real estate and Rental and Leasing	307	1,295	316	1,299	9	4
Professional and Technical Services	306	652	318	670	12	18
Management of Companies and Enterprises	17	24	22	32	5	8
Administrative and Waste Services	159	773	165	803	6	30
Educational Services	22	198	25	212	3	14
Health Care and Social Assistance	106	1,355	116	1,345	10	(10)
Arts, Entertainment and Recreation	53	2,462	51	2,662	(2)	200
Accommodation and Food Services	240	8,667	241	8,765	1	98
Other Services, Except Public Administration	150	561	143	546	(7)	(15)
Non-classifiable	0	0	0	0	0	0
Government	34	2,451	34	2,433	0	(18)
Total	<u>2,264</u>	<u>23,978</u>	<u>2,325</u>	<u>24,328</u>	<u>61</u>	<u>350</u>

<sup>1</sup> Information provided herein reflects only those employers who are subject to state unemployment insurance law.

<sup>2</sup> Information suppressed due to confidentiality.

Source: Colorado Department of Labor and Employment, Labor Market Information, Quarterly Census of Employment and Wages ("QCEW") Colorado

### Labor Force Estimates

Year	Summit County		Colorado	
	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed
2013	19,350	5.0%	2,767,153	6.9%
2014	20,062	3.4	2,799,491	5.0
2015	20,553	2.5	2,824,759	3.9
2016	21,120	2.1	2,893,268	3.3
2017	22,008	1.9	2,992,307	2.8
2018 <sup>1</sup>	22,969	2.0	3,072,985	2.9

<sup>1</sup> Labor force estimates through July 31, 2018.

Source: State of Colorado, Division of Employment and Training, Labor Market Information, *Colorado Labor Force Review*

Selected major employers in the Summit County area are set forth in the following table. No independent investigation has been made of and no representation is made herein, as to the stability or financial condition of the listed entities, or the likelihood they will maintain their status as major employers in the area.

**Selected Major Employers in Summit County**

Major Employers	Product or Service	Estimated Number of Employees
Breckenridge Resort	Mountain Resort	1000-4999
Copper Mountain Resort	Mountain Resort	1000-4999
Keystone Resort	Mountain Resort	1000-4999
Everist Materials LLC		500-999
Summit School District RE-1	Education	503
Summit County	County Government	496
Village at Breckenridge	Retail	250-499
Beaver Run Resort & Conference	Resort and Conference Center	250-499
Grand Timber Lodge	Hotel	250-499
Breckenridge (Town of)	Town Government	100-249

Source: Summit County 2017 audited financials, as provided by the Colorado Department of Labor and Employment - LMI Gateway

**Tourism and Recreation**

Year-round tourism and skiing-related businesses account for a significant portion of the employment and earned income of area residents.

*The Ski Industry in the State.* Colorado Ski Country USA (“CSCUSA”), is the not-for-profit trade association representing 24 of Colorado’s 34 ski and snowboard resorts. Among the areas not included in CSCUSA’s statistics are the Vail Resorts and its four ski areas of Vail, Beaver Creek, Keystone and Breckenridge. On June 11, 2018, CSCUSA reported that total skier visits at its 24 member resorts totaled \$7.1 million in the 2017/2018 season. Although skier visits were down approximately 2% from the 2016/2017 season, the total is just slightly ahead of the five-year average.

*Summit County Ski Areas.* Summit County is home to four ski areas: Arapahoe Basin, Breckenridge, Copper Mountain, and Keystone. Arapahoe Basin opened in 1946 and is the oldest ski area in the County. With a base elevation of 10,780 feet and average snowfall of 350 inches, it is usually among the first ski areas in the State to open in mid-October and frequently does not close for the summer until early to mid-June. Breckenridge and Keystone are part of the Vail Resorts, Inc. family of ski areas. Breckenridge offers skiing and snowboarding on more than 2,900 acres spread across five interconnected mountains (Peaks 6, 7, 8, 9 and 10). Vail Resorts, Inc. no longer provides figures for individual ski areas, but informal estimates place Breckenridge among the top two most visited ski areas in the United States with an estimated 1.6 million annual skier visits. Keystone, the largest ski area in the County, boasts three peaks (Dercum Mountain, North Peak and the Outback), a terrain park with a dedicated chair lift, and Cat skiing in Independence, Erickson and Bergman Bowls, with informal estimates placing Keystone at number four in the United States with an estimated 1 million annual skier visits. Keystone also has the largest night skiing operation in Colorado. Copper Mountain, owned by the private Powdr Corporation, offers visitors over 2,400 acres of terrain for skiing and snowboarding and 25 kilometers of cross country ski trails. Copper Mountain is also home to Woodward Copper, a year-round camp offering programs which include snowboard, freeski, skateboard, BMX, freestyle MTB, scooter and cheer.

The Frisco Nordic Center has 43 kilometers of groomed classic and skate-skiing trails with 18 kilometers of snowshoe trails that traverse along the shores of Lake Dillon.

*Summer Activities.* Although best known for its winter activities, the County is a popular summer destination, with opportunities for camping, hiking, biking, horseback riding, fly fishing, golfing, sailing and boating. Lake Dillon and Green Mountain Reservoir are located in the County. Lake Dillon, at an elevation of 9,000 feet, boasts the highest yacht club in the United States and has marinas in the Towns of Dillon and Frisco. Green Mountain Reservoir allows recreational vehicles and activities such as water skiing, jet skiing and is also a popular site for windsurfing.

For summer visitors seeking a convenient option for hiking, biking and fishing, the Blue River Trail meanders through Summit County. This paved pedestrian and bike path provides some of the most spectacular views of the Blue River. The trail also offers numerous public fishing access points to the Blue River, a Gold Medal Fishing Stream. Furthermore, the trail provides bicycle and pedestrian access via connected trails to the Town of Dillon; Keystone Ski Area; Copper Mountain through the Tenmile Canyon; and the Town of Vail over Vail Pass. The Eagles Nest Wilderness Area offers over 133,000 acres for hiking and horseback riding in the mountains of the Gore Range. Access points to the area's approximately 180 miles of trails are in the Towns of Silverthorne and Frisco within the County.

## APPENDIX F

### PROPOSED FORM OF LIMITED CONTINUING DISCLOSURE UNDERTAKING

This Limited Continuing Disclosure Undertaking (this “Undertaking”) is executed and delivered, as of February \_\_, 2019, by the Town of Frisco, Colorado, acting by and through its Marina Enterprise (the “Town”), in connection with the issuance of its \$5,630,000\* Marina Enterprise Revenue Bonds, Series 2019 (the “Series 2019 Bonds”), dated as of the date of delivery. The Series 2019 Bonds are being issued pursuant to Town Ordinance No. \_\_ (the “Ordinance”) authorizing the issuance of the Series 2019 Bonds. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Ordinance.

In consideration of the purchase of such Series 2019 Bonds by the owners thereof, the Town hereby covenants and agrees as follows:

**Section 1. Purpose of this Undertaking.** This Undertaking is executed and delivered by the Town as of the date set forth above, for the benefit of the owners (the “Bondowners”) of the Series 2019 Bonds and in order to assist the Participating Underwriter (as defined below) in complying with the requirements of the Rule (as defined below). The Town represents that it will be the only “obligated person” (as defined in the Rule) with respect to the Series 2019 Bonds at the time the Series 2019 Bonds are delivered to the Participating Underwriter and that no other person is expected to become an obligated person at any time after the issuance of the Series 2019 Bonds.

**Section 2. Definitions.** The terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires.

“*Annual Financial Information Disclosure*” means the dissemination of the Audited Financial Statements as set forth in Section 4 hereof.

“*Audited Financial Statements*” means the audited financial statements of the Town.

“*Commission*” means the Securities and Exchange Commission.

“*Dissemination Agent*” means any agent designated as such in writing by the Town and which has filed with the Town a written acceptance of such designation, and such agent’s successors and assigns.

“*EMMA*” means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Material Event*” means the occurrence of any of the events with respect to the Series 2019 Bonds set forth in Exhibit I.

“*Material Events Disclosure*” means dissemination of a notice of a Material Event as set forth in Section 6 hereof.

“*MSRB*” means the Municipal Securities Rulemaking Board.

---

\* Preliminary; subject to change

“*Participating Underwriter*” means each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Series 2019 Bonds.

“*Prescribed Form*” means, with regard to the filing of Audited Financial Statements and notices of Material Events with the MSRB at [www.emma.msrb.org](http://www.emma.msrb.org) (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

“*Rule*” means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“*State*” means the State of Colorado.

“*Undertaking*” means the obligations of the Town pursuant to Sections 4 and 6 hereof.

**Section 3. CUSIP Number.** For reference purposes, the base CUSIP<sup>1, ©</sup> number of the Series 2019 Bonds is \_\_\_\_\_.

**Section 4. Annual Financial Information Disclosure.** Pursuant to subsection (d)(2) of the Rule and subject to Section 9 hereof, the Town hereby covenants to deliver its Audited Financial Statements in the Prescribed Form to the MSRB at least annually, but no later than 240 days following the completion of the Town’s fiscal year. It shall be sufficient if the Town provides to the MSRB any or all of the Annual Financial Information Disclosure by specific reference to documents previously provided to the MSRB or the Commission and, if such document is a final official statement within the meaning of the Rule, available from the MSRB.

**Section 5. Identity of Person from Which Information Can be Obtained.** The name, address and telephone number of the person from which the Annual Financial Information Disclosure referenced above may be obtained is:

Bonnie Moinet\*  
Town of Frisco, Colorado  
1 East Main Street  
P.O. Box 4100  
Frisco, Colorado 80443  
bonniem@townoffrisco.com  
Phone number: 970-668-9138

\* The individual acting in said capacity may change from time to time without further amendment to this Undertaking.

**Section 6. Material Events Disclosure.** Subject to Section 9 hereof, the Town hereby covenants that it will disseminate in a timely manner, not in excess of 10 business days after the occurrence of the event, Material Events Disclosure to the MSRB in the Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Series 2019 Bonds or defeasance of any Series 2019 Bonds need not be given under this Undertaking any earlier than the notice (if any) of such redemption or defeasance is given to the owners of the Series 2019 Bonds pursuant to the Ordinance.

---

<sup>1</sup> The Town takes no responsibility for the accuracy of the CUSIP numbers, which are included solely for the convenience of owners of the Series 2019 Bonds.

© Copyright 2018 CUSIP Global Services. CUSIP is a registered trademark of the American Bankers Association. CUSIP Global Services is managed on behalf of the American Bankers Association by S&P Capital IQ.

**Section 7. Duty to Update EMMA/MSRB.** The Town shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB's e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB, for purposes of Town compliance with the Rule.

**Section 8. Amendments; Waiver.** Notwithstanding any other provision of this Undertaking, the Town may amend this Undertaking, and any provision of this Undertaking may be waived, if:

(i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Town or type of business conducted;

(ii) This Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) The amendment or waiver does not materially impair the interests of the Bondowners of the Series 2019 Bonds, as determined either by parties unaffiliated with the Town (such as the Paying Agent) or by an approving vote of the Bondowners of the Series 2019 Bonds holding a majority of the aggregate principal amount of the Series 2019 Bonds (excluding Series 2019 Bonds held by or on behalf of the Town or its affiliates) pursuant to the terms of the authorizing ordinance at the time of the amendment; or

(iv) The amendment or waiver is otherwise permitted by the Rule.

**Section 9. Termination of Undertaking.** The Undertaking of the Town shall be terminated hereunder when the Town shall no longer have any legal liability for any obligation on or relating to the repayment of the Series 2019 Bonds. The Town shall give notice to the MSRB in a timely manner and in the Prescribed Form if this Section is applicable.

**Section 10. Dissemination Agent.** The Town may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

**Section 11. Additional Information.** Nothing in this Undertaking shall be deemed to prevent the Town from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Material Event, in addition to that which is required by this Undertaking. If the Town chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Undertaking, the Town shall not have any obligation under this Undertaking to update such information or include it in any future disclosure or notice of the occurrence of a Material Event.

**Section 12. No Event of Default.** Any failure by the Town to perform in accordance with this Undertaking shall not constitute an Event of Default under the Ordinance, and the rights and remedies provided by the Ordinance upon the occurrence of an Event of Default shall not apply to any such failure. If the Town fails to comply with this Undertaking, any Owner of a Series 2019 Bond may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Town to comply with its obligations hereunder.

**Section 13. Beneficiaries.** This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the Town, the Dissemination Agent, if any, the Paying Agent and the Bondowners of the Series 2019 Bonds, and shall create no rights in any other person or entity.

**Section 14. Assignment.** The Town shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the Town under this Undertaking or to execute a continuing disclosure undertaking under the Rule.

**Section 15. Governing Law.** This Undertaking shall be governed by the laws of the State.

[Remainder of Page Left Intentionally Blank]

## **EXHIBIT I**

### **EVENTS WITH RESPECT TO THE SERIES 2019 BONDS FOR WHICH MATERIAL EVENTS DISCLOSURE IS REQUIRED**

1. Principal and interest payment delinquencies
2. Nonpayment-related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to rights of security holders, if material
8. Certificate calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Town \*
13. The consummation of a merger, consolidation or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional Paying Agent or the change of name of a Paying Agent, if material

---

\* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Town in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town.





MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: BILL GIBSON, ASSISTANT DIRECTOR AND JOYCE ALLGAIER, DIRECTOR**  
**RE: COMMUNITY DEVELOPMENT DEPARTMENT REPORT**  
**DATE: JANUARY 22, 2019**

**Planning Commission Activities:**

Planning Commission meeting on January 3, 2019:

1. Planning Commission to elect officers

*Andy Stabile was reelected Chair and Kelsey Withrow was reelected Vice-Chair.*

2. Adoption of the Planning Commission Resolution 19-01: A Resolution Naming the Public Place for Posting Notices of Planning Commission Meetings for the Town of Frisco, Colorado in Compliance with the Colorado Sunshine Act of 1972

*The Planning Commission approved this resolution by a vote of 7-0.*

3. Work Session: Discussion of potential revisions to the allowed uses in the Light Industrial (LI) Zoning District

*The Planning Commission takes no formal action on work session items. The Commission discussed this topic and provided input on the proposed code text amendment.*

**Planning Division Activities:**

Administrative review applications approved last month: 7

<b>Application Type</b>	<b>Applicant</b>	<b>Address</b>
Sign Permit	The Gongloff Group	202 East Main Street
Sign Permit	The Steadman Clinic	226 Lusher Court, Suite 103
Sign Permit	Steadman Philippon Research Institute	226 Lusher Court, Suite 201
Final Plat	Inger Hudson, Pitkin Preserve	102, 106, 108 Pitkin Street
Administrative Site Plan	Virginia Edley	115B South 5th Avenue
Banner Permit	The Steadman Clinic	226 Lusher Court, Suite 103
Banner Permit	Steadman Philippon Research Institute	226 Lusher Court, Suite 201

**Building Division Activities:**

- Permits issued last month included the following:
  - Building Permits: 10
  - Plumbing & Mechanical Permits: 3
  - Electrical Permits (issued by Summit County): 3
- Valuation of permits issued last month: \$3,329,234
- Inspections performed last month: 177
- Rapid Review Wednesday customers assisted last month: 12
- Certificates of Completion / Certificates of Occupancy issued last month: 6
  - Including: *Kum & Go at 55 Lusher Court, Pure Kitchen at 116 Basecamp Way, and single-family residences at 510 Frisco Street and 123 Lupine Lane*

**Front Desk Activities:**

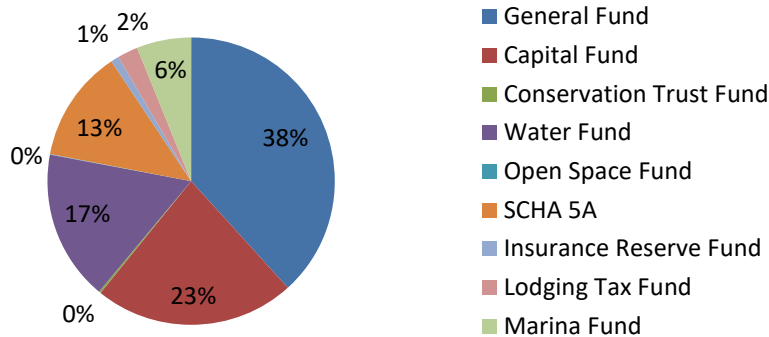
Phone calls and walk-in customers served last month: 483

**FINANCE REPORT - CASH POSITION  
DECEMBER 2018**

**LEDGER BALANCES:**

General Fund	\$8,661,638.22
Capital Fund	\$5,108,815.67
Conservation Trust Fund	\$50,896.57
Water Fund	\$3,823,858.31
Open Space Fund	\$12,112.16
SCHA 5A	\$2,859,148.67
Insurance Reserve Fund	\$205,191.47
Lodging Tax Fund	\$522,492.40
Marina Fund	\$1,388,034.92
<b>TOTAL</b>	<b>\$22,632,188.39</b>

**Cash Percentage of Total Ledger**



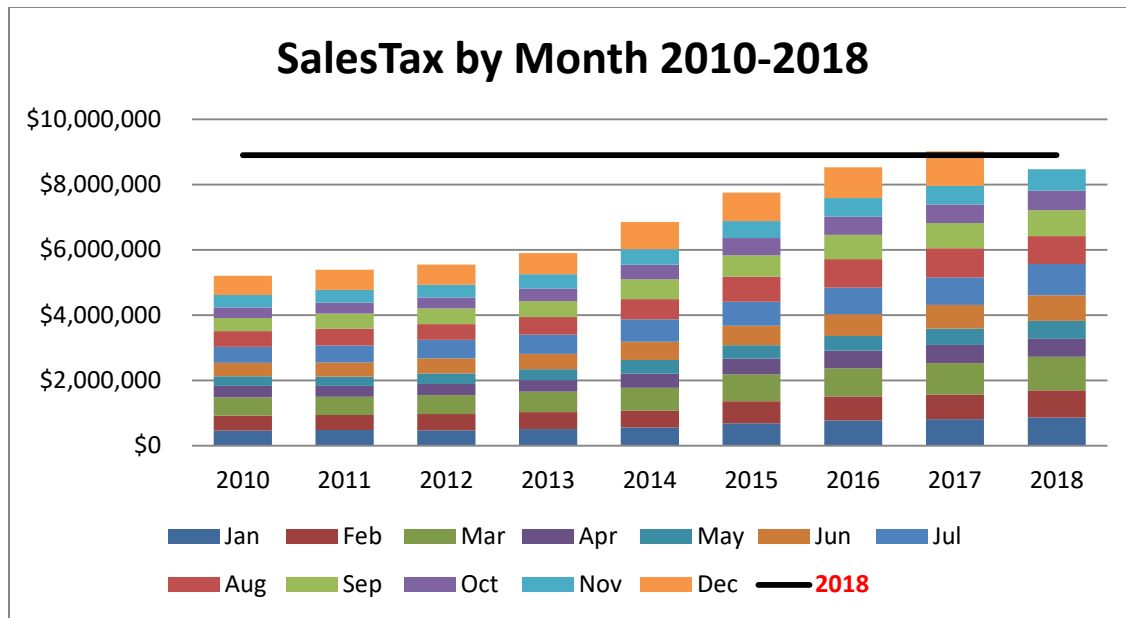
**ALLOCATION OF FUNDS:**

Wells Fargo Bank West NA - Operating Account Bank Balance	\$1,467,232.94
Wells Fargo Bank West NA - Payroll Account Bank Balance	(\$5,257.14)
Wells Fargo Bank West NA - Accounts Payable Bank Balance	(\$33,117.52)
DIT Cash Clearing Account	\$0.00
Colotrust Plus	\$10,505,382.79
CSAFE	\$1,104,240.62
CSIP	\$1,840,541.28
Solera National Bank Savings	\$1,389,045.28
Alpine Bank CD	\$270,858.70
FirstBank CD	\$267,678.97
Wells Fargo CD	\$2,533.41
Flatirons Bank CD	\$240,000.00
SIGMA Securities	\$2,652,464.44
McCook National Bank CD	\$250,000.00
Mountain View Bank of Commerce CD	\$240,000.00
Mutual Securities	\$964,989.55
ProEquities	\$1,475,595.07
<b>TOTAL</b>	<b>\$22,632,188.39</b>

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

Department	2018 Budget	Year to Date	% of Budget
<b>General Fund:</b>			
Revenues	\$13,682,928	\$13,528,037	98.9%
Expenditures	\$13,240,146	\$10,975,591	82.9%
<b>Capital Fund:</b>			
Revenues	\$2,865,425	\$2,273,315	79.3%
Expenditures	\$6,844,702	\$5,221,697	76.3%
<b>Conservation Trust Fund:</b>			
Revenues	\$26,250	\$30,296	115.4%
Expenditures	\$23,900	\$2,993	12.5%
<b>Water Fund:</b>			
Revenues	\$1,191,594	\$1,257,990	105.6%
Expenditures	\$1,550,313	\$1,522,554	98.2%
<b>Open Space Fund:</b>			
Revenues	\$100	\$270	269.6%
Expenditures	\$0	\$0	0.0%
<b>SCHA 5A Fund:</b>			
Revenues	\$2,766,000	\$2,667,899	96.5%
Expenditures	\$2,978,320	\$2,198,765	73.8%
<b>Insurance Reserve Fund:</b>			
Revenues	\$1,000	\$3,380	338.0%
Expenditures	\$65,000	\$0	0.0%
<b>Lodging Tax Fund:</b>			
Revenues	\$530,900	\$496,506	93.5%
Expenditures	\$643,535	\$507,748	78.9%
<b>Marina Fund</b>			
Revenues	\$1,368,500	\$2,094,921	153.1%
Expenditures	\$3,216,370	\$1,394,725	43.4%

**100% OF THE FISCAL YEAR HAS ELAPSED**

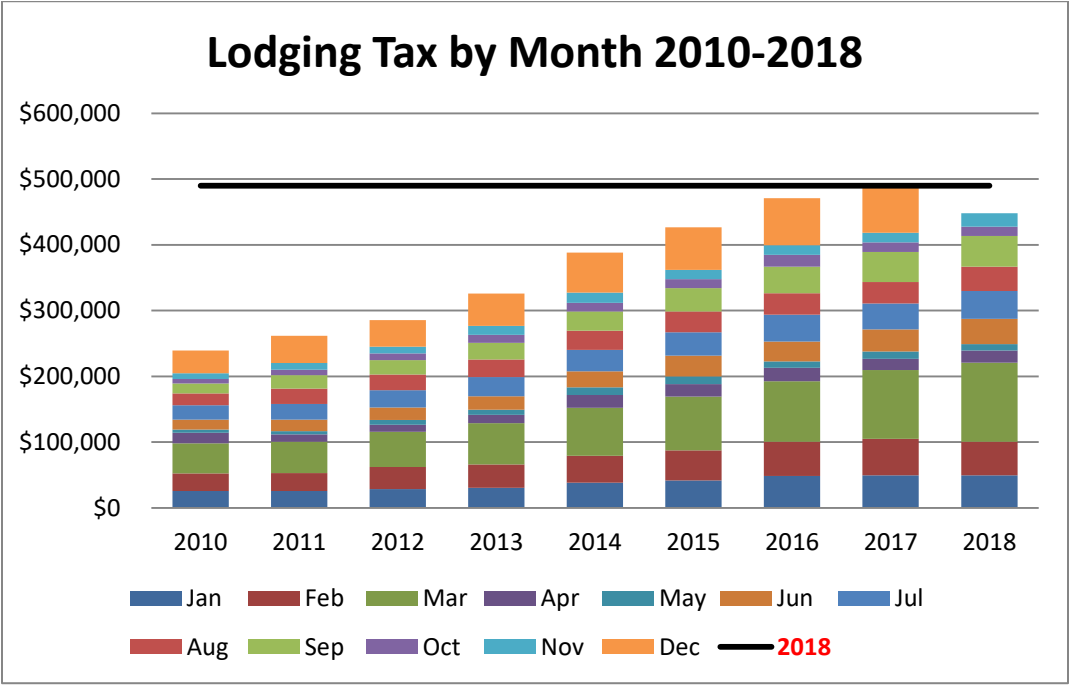


November sales tax receipts posted a quite remarkable increase of 14.64% over November of 2017, or \$83,998 in actual dollars. Year-to-date, through November, total sales tax receipts are outpacing 2017 by 6.39%, or \$508,594 in actual dollars.

The most significant growth, in terms of actual dollars, was exhibited in the Grocery, Retail-General and Restaurant categories. The tremendous growth in the Grocery category can partly be attributed to a lower November of 2017 total due to an outstanding collection for that period. However, the early season snowfall and Frisco’s growing reputation as the most convenient location for centralized grocery shopping options along the I-70 mountain corridor each had greater impacts. Retail-General growth is partly due to the licensing of Amazon- and Walmart-related affiliates within the past year, but mostly due to increased ancillary spending across the board, along with the encouraging start to the ski and riding season.

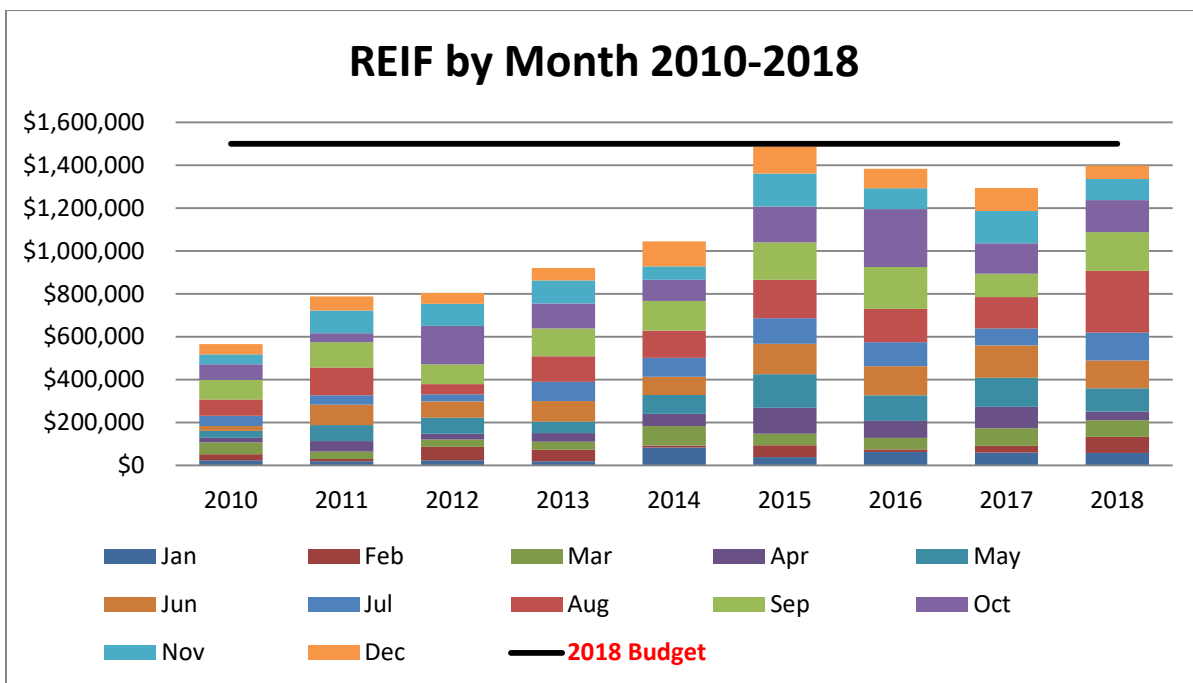
The most significant declines, in terms of actual dollars, were exhibited in the Utility, Home Furnishings and Marijuana categories.

All in all, November was another incredibly strong month for Frisco’s business community and commercial activity throughout the Town. Strong national, state and local economies, along with the commensurate employment, population and ancillary spending growth, continue to drive increases in sales tax receipts. Marketing and infrastructure improvement efforts undertaken by Council, staff and the entire community, have led to numerous new businesses opening their doors and many new consumers choosing to spend their time and hard-earned dollars here. As a mainly service-based economy, it is also difficult to overestimate the impact of local employees, who continually provide the levels of service and experiences necessary to ensure that regulars and new guests keep patronizing local businesses. Frisco’s positioning as a central shopping and dining hub, conveniently located along the I-70 corridor and in the center of Summit County, remains an integral part of a stable and growing local economy.



Year-to-date through November is up 7.02% or \$29,393 compared to Y-T-D 2017. For the month of November, revenues are up 36.74% or \$5,502 compared to November 2017.

Staff continues to be bullish on the short-term Frisco economy and remains confident that originally budgeted 2018 revenues will be met and/or exceeded by year's end.



Year-to-date through December is up 8.51% or \$105,362 compared to Y-T-D 2017. The actual year-to-date dollar amount is \$1,398,714 compared to \$1,293,352 Y-T-D 2017. For the month of December, revenues are down 41.19% or \$44,008 compared to December 2017.

## REIF REPORT - DECEMBER 2018

SELLER'S LAST NAME	BUYER'S LAST NAME	REIF AMOUNT
REAGAN	AMON, 310 S 8TH AVE, B	3300.00
TOWN CENTRE LTD	BATTENFELDER, 855 S 5TH AVE, #G186	4900.00
KATAOKA	DAVID/MANDELL, 520 WOODEN CANOE LN	5270.00
THATCHER TRUST	THATCHER, 742 LAGOON DR, C	0.00
JCM TRUST	MEYER FAMILY TRUST, 202 LUPINE LN	12300.00
COE TRUST	WOLFE, 57 MT ROYAL DR, G	6150.00
HARRIS PROPERTIES LLC	SONDRUP, 2C MINERS CREEK RD	11950.00
STOLLER TRUST	STOLLER, 102A RIVERSIDE PL	0.00
OBRIEN	OBRIEN, 101 HAWN DR, C	0.00
HAIRSTON/DEYOUNG	EAHGPD TRUST, 86 HAWN DR	0.00
FARROW	FARROW/LANGEVIN, 980 LAKEPOINT DR, 1	0.00
NEILL/RIESER	NEILL, 898 S 5TH AVE, C-218	0.00
NEILL	NEILL, 895 BILLS RANCH RD, 218 (25%)	0.00
TOWN CENTRE LTD	SYBERT, 855 S 5TH AVE, G-326	4400.00
SCHICKLI/SMITH	BLACK HORSE INVESTMENTS LLC, 280 N 6TH AVE	10750.00
NOHELTY/HUNZEKER	DI MARZIO, 450 W MAIN ST, 313	3800.00
SANTOS/MASSANARRI	GRANITE VACATION PROPERTIES LLC, 15 GRANITE ST	0.00
IVES ASSOCIATES INC	IVES, 222 CREEKSIDE DRIVE, A101	0.00
ZWEIG	ZWEIG, 231 CREEKSIDE DR, 100	0.00

**62,820.00**



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

<u>Restaurants</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		<u>Change in \$</u>
January	103,336	123,808	138,059	140,750	156,201	10.98%	15451
February	100,782	122,488	133,274	137,809	149,301	8.34%	11492 #
March	133,737	144,212	151,570	165,067	172,194	4.32%	7127
April	78,405	74,813	88,629	80,381	92,165	14.66%	11784
May	56,115	60,260	70,262	79,434	87,404	10.03%	7970
June	88,158	98,021	119,444	136,345	135,401	-0.69%	(944)
July	129,813	153,430	169,660	158,493	190,926	20.46%	32433
August	109,970	141,945	167,364	159,088	159,691	0.38%	603
September	109,745	109,126	125,781	128,645	135,573	5.39%	6928
October	75,534	90,225	84,887	89,351	93,044	4.13%	3693
November	64,463	78,024	79,326	82,926	96,329	<b>16.16%</b>	<b>13403</b>
December	116,864	130,367	138,261	141,064			
<b>Total</b>	<b>\$1,166,922</b>	<b>\$1,326,719</b>	<b>\$1,466,517</b>	<b>\$1,499,353</b>	<b>\$1,468,229</b>	<b>8.09%</b>	<b>109940</b>

<u>Hotels &amp; Inns</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	50,262	54,785	60,600	64,623	60,926	-5.72%	(3697)
February	50,375	62,759	70,275	75,564	65,361	-13.50%	(10203)
March	60,740	70,375	66,762	67,259	78,498	16.71%	11239
April	39,662	26,345	36,272	27,374	20,071	-26.68%	(7303)
May	18,938	16,311	15,644	15,695	14,470	-7.81%	(1225)
June	28,027	37,136	33,721	34,961	37,018	5.88%	2057
July	47,085	51,338	55,083	54,072	56,072	3.70%	2000
August	41,934	46,645	45,372	46,517	52,877	13.67%	6360
September	30,846	35,373	38,028	38,566	34,959	-9.35%	(3607)
October	19,819	20,487	22,071	21,741	21,835	0.43%	94
November	25,445	21,640	20,427	17,926	23,560	<b>31.43%</b>	<b>5634</b>
December	56,659	63,676	59,899	54,167			
<b>Total</b>	<b>\$469,792</b>	<b>\$506,870</b>	<b>\$524,154</b>	<b>\$518,465</b>	<b>\$465,647</b>	<b>0.29%</b>	<b>1349</b>

<u>Vacation Rntl</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	19,558	20,546	30,646	25,276	46,147	82.57%	20871
February	17,033	22,195	23,104	32,150	39,981	24.36%	7831
March	58,871	68,814	80,560	97,491	111,099	13.96%	13608
April	9,681	9,400	11,939	11,480	17,470	52.18%	5990
May	2,485	3,765	946	7,252	5,995	-17.33%	(1257)
June	12,129	16,978	15,275	24,430	29,184	19.46%	4754
July	10,771	13,125	16,337	20,191	23,448	16.13%	3257
August	8,508	9,918	12,902	14,905	19,450	30.49%	4545
September	19,017	22,996	27,228	39,637	42,030	6.04%	2393
October	3,850	1,916	7,170	12,026	14,501	20.58%	2475
November	5,791	7,037	8,011	22,146	26,094	<b>17.83%</b>	<b>3948</b>
December	43,685	45,672	58,489	73,342			
<b>Total</b>	<b>\$211,379</b>	<b>\$242,362</b>	<b>\$292,607</b>	<b>\$380,326</b>	<b>\$375,399</b>	<b>22.29%</b>	<b>68415</b>

<u>Grocery</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	70,024	140,246	153,153	170,886	177,768	4.03%	6882
February	70,258	137,865	148,305	165,669	173,670	4.83%	8001
March	76,500	144,155	154,072	181,072	197,143	8.88%	16071
April	60,590	112,876	119,076	142,933	130,291	-8.84%	(12642)
May	97,380	76,414	84,800	101,259	109,421	8.06%	8162
June	101,576	92,284	106,376	119,132	147,908	24.15%	28776
July	163,734	133,132	169,321	157,304	221,271	40.66%	63967
August	128,309	207,378	228,754	272,161	173,636	-36.20%	(98525)
September	115,078	127,602	186,582	154,227	161,446	4.68%	7219
October	78,833	103,790	102,128	106,158	110,704	4.28%	4546
November	94,422	100,390	116,365	97,386	141,301	<b>45.09%</b>	<b>43915</b>
December	149,835	150,928	159,419	259,177			
<b>Total</b>	<b>\$1,206,539</b>	<b>\$1,527,060</b>	<b>\$1,728,351</b>	<b>\$1,927,364</b>	<b>\$1,744,559</b>	<b>4.58%</b>	<b>76372</b>

<u>Retail -Gnrl</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	131,266	134,380	142,397	142,695	156,082	9.38%	13387
February	119,736	119,483	126,400	125,800	135,324	7.57%	9524
March	140,816	146,602	148,339	146,621	169,424	15.55%	22803
April	104,528	100,391	103,805	115,380	107,993	-6.40%	(7387)
May	103,037	106,097	111,790	110,343	124,256	12.61%	13913
June	130,850	136,153	147,974	150,766	163,758	8.62%	12992
July	142,153	151,700	163,840	161,460	180,059	11.52%	18599
August	137,315	140,918	149,761	149,692	166,988	11.55%	17296

September	124,958	126,401	125,594	138,046	142,780	3.43%	4734
October	107,498	136,545	127,889	119,127	134,034	12.51%	14907
November	131,649	123,486	131,388	142,805	156,533	<b>9.61%</b>	<b>13728</b>
December	177,389	189,409	184,112	198,047			
<b>Total</b>	<b>\$1,551,195</b>	<b>\$1,611,565</b>	<b>\$1,663,289</b>	<b>\$1,700,782</b>	<b>\$1,637,231</b>	<b>8.95%</b>	<b>134496</b>

<u>Arts/Crafts</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	1,378	940	648	318	163	-48.74%	(155)
February	2,683	1,453	2,984	244	30	-87.70%	(214)
March	1,903	1,941	703	784	1,776	126.53%	992
April	902	1,061	665	3,478	56	-98.39%	(3422)
May	1,430	824	638	277	147	-46.93%	(130)
June	2,404	1,466	1,296	633	611	-3.48%	(22)
July	2,719	2,202	1,590	1,378	2,441	77.14%	1063
August	3,762	3,616	6,859	5,595	5,767	3.07%	172
September	6,624	7,918	1,815	979	2,316	136.57%	1337
October	989	1,787	218	410	388	-5.37%	(22)
November	911	1,142	663	38	360	<b>847.37%</b>	<b>322</b>
December	2,265	2,565	1,412	1,814			
<b>Total</b>	<b>\$27,970</b>	<b>\$26,915</b>	<b>\$19,491</b>	<b>\$15,948</b>	<b>\$14,055</b>	<b>-0.56%</b>	<b>(79)</b>

<u>Automotive</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	26,985	30,373	37,268	34,626	28,339	-18.16%	(6287)
February	12,128	24,858	25,379	23,245	23,055	-0.82%	(190) ##
March	23,724	25,806	25,220	25,450	23,886	-6.15%	(1564)
April	22,222	25,337	28,611	23,487	23,770	1.20%	283
May	22,627	24,080	26,745	24,989	25,517	2.11%	528
June	24,829	26,537	27,009	31,874	28,383	-10.95%	(3491)
July	28,006	34,525	30,145	32,522	31,531	-3.05%	(991)
August	31,675	31,481	34,226	34,581	31,222	-9.71%	(3359)
September	26,275	28,013	31,170	27,669	27,763	0.34%	94
October	36,894	28,581	34,176	41,342	35,628	-13.82%	(5714)
November	23,331	36,699	33,763	32,893	31,984	<b>-2.76%</b>	<b>(909)</b>
December	43,739	22,378	39,044	30,384			
<b>Total</b>	<b>\$322,435</b>	<b>\$338,668</b>	<b>\$372,756</b>	<b>\$363,062</b>	<b>\$311,078</b>	<b>-6.49%</b>	<b>(21600)</b>

<u>Clothing</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	5,702	6,066	7,316	8,757	12,634	44.27%	3877
February	6,785	7,887	10,476	11,819	9,995	-15.43%	(1824)
March	9,837	11,828	11,576	16,478	14,832	-9.99%	(1646)
April	5,505	4,588	8,145	5,047	8,061	59.72%	3014
May	6,688	5,346	6,956	11,026	10,686	-3.08%	(340)
June	11,383	11,772	13,912	16,222	19,307	19.02%	3085
July	16,274	16,546	21,339	22,573	20,945	-7.21%	(1628)
August	12,992	15,228	18,253	19,487	23,539	20.79%	4052
September	14,351	15,760	17,476	20,336	23,046	13.33%	2710
October	7,574	7,723	9,580	11,300	11,144	-1.38%	(156)
November	6,864	6,602	6,236	8,621	8,977	<b>4.13%</b>	<b>356</b>
December	13,526	15,419	21,644	19,570			
<b>Total</b>	<b>\$117,481</b>	<b>\$124,765</b>	<b>\$152,909</b>	<b>\$171,236</b>	<b>\$163,166</b>	<b>7.58%</b>	<b>11500</b>

<u>Furnishings</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	11,837	16,791	20,878	22,719	29,351	29.19%	6632
February	12,286	18,231	20,521	19,223	26,323	36.93%	7100
March	18,981	15,287	24,373	25,798	28,089	8.88%	2291
April	9,434	12,560	19,930	12,315	12,818	4.08%	503
May	16,282	16,083	20,545	20,607	18,783	-8.85%	(1824)
June	18,333	23,036	24,167	25,230	21,420	-15.10%	(3810)
July	19,816	25,180	25,821	39,353	31,991	-18.71%	(7362)
August	23,877	21,653	29,061	30,813	29,667	-3.72%	(1146)
September	24,741	23,616	29,937	46,867	30,132	-35.71%	(16735)
October	20,337	18,569	33,785	29,650	29,787	0.46%	137
November	24,645	23,175	27,183	29,019	27,263	<b>-6.05%</b>	<b>(1756)</b>
December	25,315	29,734	45,303	37,822			
<b>Total</b>	<b>\$225,884</b>	<b>\$243,915</b>	<b>\$321,504</b>	<b>\$339,416</b>	<b>\$285,624</b>	<b>-5.30%</b>	<b>(15970)</b>

<u>Gifts</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	6,342	9,042	7,808	6,637	11,369	71.30%	4732
February	7,219	7,293	8,675	7,974	7,254	-9.03%	(720)
March	8,253	11,627	11,213	11,591	11,813	1.92%	222
April	7,898	5,190	6,519	6,878	6,567	-4.52%	(311)
May	3,374	5,036	5,376	5,058	6,240	23.37%	1182

June	9,733	9,219	9,752	11,294	11,862	5.03%	568
July	13,267	14,397	15,760	13,126	15,028	14.49%	1902
August	9,232	10,777	12,240	12,876	13,289	3.21%	413
September	14,827	10,816	13,345	11,731	12,889	9.87%	1158
October	7,250	8,859	8,141	7,872	7,212	-8.38%	(660)
November	5,989	6,270	8,045	7,408	6,632	-10.48%	(776)
December	13,960	16,344	18,320	15,876			
<b>Total</b>	<b>\$107,344</b>	<b>\$114,870</b>	<b>\$125,194</b>	<b>\$118,321</b>	<b>\$110,155</b>	<b>7.53%</b>	<b>7710</b>

<b>HomeImprove</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	15,237	20,378	18,844	22,471	19,894	-11.47%	(2577)
February	15,734	14,208	20,598	1,091	44,950	4020.07%	43859
March	21,660	23,202	25,375	41,251	37,378	-9.39%	(3873)
April	16,427	18,705	23,179	34,112	36,382	6.65%	2270
May	25,965	32,094	32,369	41,625	58,853	41.39%	17228
June	44,022	43,476	55,720	63,439	74,330	17.17%	10891
July	30,089	37,552	40,048	45,246	63,318	39.94%	18072
August	31,389	30,749	46,690	56,190	65,861	17.21%	9671
September	47,225	56,080	45,570	67,264	69,828	3.81%	2564
October	32,594	30,274	43,848	48,019	59,644	24.21%	11625
November	20,433	29,620	37,462	38,337	41,359	7.88%	3022
December	38,804	34,166	38,477	43,967			
<b>Total</b>	<b>\$339,579</b>	<b>\$370,504</b>	<b>\$428,180</b>	<b>\$503,012</b>	<b>\$571,797</b>	<b>24.56%</b>	<b>112752</b>

<b>Liquor</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	21,789	29,879	34,109	34,908	37,193	6.55%	2285
February	23,806	31,520	37,225	38,396	39,724	3.46%	1328
March	24,489	30,811	36,457	38,847	42,443	9.26%	3596
April	13,200	19,425	19,790	19,673	19,296	-1.92%	(377)
May	11,980	15,038	16,886	17,900	19,858	10.94%	1958
June	16,440	21,180	25,571	26,991	29,682	9.97%	2691
July	23,330	31,359	35,464	34,824	38,594	10.83%	3770
August	21,650	25,425	29,872	23,802	33,933	42.56%	10131
September	14,838	22,070	24,853	26,368	25,824	-2.06%	(544)
October	13,223	17,541	18,987	18,851	20,009	6.14%	1158
November	16,392	21,046	23,545	24,361	27,464	12.74%	3103
December	31,128	41,152	43,585	46,989			
<b>Total</b>	<b>\$232,265</b>	<b>\$306,446</b>	<b>\$346,344</b>	<b>\$351,910</b>	<b>\$334,020</b>	<b>9.54%</b>	<b>29099</b>

<b>Office</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	2,395	2,561	2,419	2,984	3,640	21.98%	656
February	1,780	2,850	2,471	3,231	2,799	-13.37%	(432)
March	4,799	3,084	3,316	3,862	3,882	0.52%	20
April	2,842	3,132	2,244	2,453	3,248	32.41%	795
May	2,398	1,958	2,400	3,104	3,188	2.71%	84
June	3,156	2,485	2,822	4,482	4,436	-1.03%	(46)
July	2,712	2,225	2,824	3,302	3,446	4.36%	144
August	2,268	2,499	2,977	3,265	3,818	16.94%	553
September	3,381	3,427	4,314	4,539	4,089	-9.91%	(450)
October	2,212	2,654	3,186	3,434	3,471	1.08%	37
November	2,952	2,396	3,102	3,364	3,296	-2.02%	(68)
December	3,536	5,383	5,818	6,278			
<b>Total</b>	<b>\$34,431</b>	<b>\$34,654</b>	<b>\$37,893</b>	<b>\$44,298</b>	<b>\$39,313</b>	<b>3.40%</b>	<b>1293</b>

<b>Health/Beauty</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>		
January	1,499	2,586	5,808	3,561	7,074	98.65%	3513
February	1,696	1,616	3,653	7,724	3,295	-57.34%	(4429)
March	9,426	5,434	7,078	6,870	5,994	-12.75%	(876)
April	1,527	2,533	3,769	3,851	4,237	10.02%	386
May	1,561	2,875	3,572	3,680	3,077	-16.39%	(603)
June	2,791	5,122	5,849	6,018	6,437	6.96%	419
July	1,321	2,532	3,547	3,744	3,916	4.59%	172
August	1,352	2,263	4,099	3,721	3,187	-14.35%	(534)
September	4,373	7,258	6,144	5,453	8,540	56.61%	3087
October	1,263	1,845	3,666	2,710	3,513	29.63%	803
November	2,239	1,882	3,552	2,826	2,621	-7.25%	(205)
December	7,586	6,728	6,966	6,916			
<b>Total</b>	<b>\$36,634</b>	<b>\$42,674</b>	<b>\$57,703</b>	<b>\$57,074</b>	<b>\$51,891</b>	<b>3.46%</b>	<b>1733</b>

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

March	45,072	53,634	50,045	53,565	59,541	11.16%	5976
April	15,844	15,578	16,752	20,888	16,770	-19.71%	(4118)
May	10,563	11,669	19,650	14,608	12,596	-13.77%	(2012)
June	29,602	36,185	34,470	35,604	33,700	-5.35%	(1904)
July	19,807	22,065	28,445	42,432	29,948	-29.42%	(12484)
August	19,366	23,953	33,707	4,322	24,299	462.22%	19977
September	18,929	27,795	23,680	22,731	25,031	10.12%	2300
October	8,462	15,781	12,161	10,447	10,601	1.47%	154
November	19,462	21,554	18,903	17,648	23,479	33.04%	5831
December	52,494	57,921	60,891	54,047			
<b>Total</b>	<b>\$306,294</b>	<b>\$358,202</b>	<b>\$376,546</b>	<b>\$369,281</b>	<b>\$326,767</b>	<b>3.66%</b>	<b>11533</b>

<u>Utility</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	46,904	51,370	48,906	49,663	44,089	-11.22%	(5574)
February	41,865	42,255	39,071	41,972	44,868	6.90%	2896
March	39,412	41,961	40,585	42,460	39,552	-6.85%	(2908)
April	36,330	33,246	34,472	34,060	34,859	2.35%	799
May	32,140	29,498	28,371	29,576	29,875	1.01%	299
June	27,021	26,961	26,823	31,178	27,374	-12.20%	(3804)
July	25,519	27,369	16,705	34,970	26,360	-24.62%	(8610)
August	27,264	27,227	30,946	34,989	24,172	-30.92%	(10817)
September	27,002	25,370	27,369	18,689	26,115	39.73%	7426
October	29,833	27,653	29,297	28,058	30,857	9.98%	2799
November	24,978	26,771	37,326	31,353	27,416	-12.56%	(3937)
December	42,320	43,814	41,028	38,566			
<b>Total</b>	<b>\$400,588</b>	<b>\$403,495</b>	<b>\$400,899</b>	<b>\$415,534</b>	<b>\$355,537</b>	<b>-5.69%</b>	<b>(21431)</b>

<u>Marijuana</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>		
January	9,733	14,309	24,010	31,168	27,131	-12.95%	(4037)
February	8,541	20,072	22,824	25,041	26,085	4.17%	1044
March	9,680	15,930	25,726	28,648	29,899	4.37%	1251
April	9,011	15,011	15,819	16,147	16,065	-0.51%	(82)
May	5,943	9,480	10,559	11,489	12,648	10.09%	1159
June	6,845	11,318	13,787	15,041	16,920	12.49%	1879
July	9,023	17,586	19,387	18,086	17,930	-0.86%	(156)
August	7,904	15,034	19,542	19,409	24,648	26.99%	5239
September	6,933	12,761	15,544	16,677	16,074	-3.62%	(603)
October	5,562	11,563	14,585	15,612	13,013	-16.65%	(2599)
November	5,778	10,236	8,481	14,784	13,171	-10.91%	(1613)
December	11,305	19,464	22,820	24,375			
<b>Total</b>	<b>\$96,258</b>	<b>\$172,764</b>	<b>\$213,084</b>	<b>\$236,477</b>	<b>\$213,584</b>	<b>0.70%</b>	<b>1482</b>

<u>Summary</u>	<u>2014*</u>	<u>2015*</u>	<u>2016*</u>	<u>2017*</u>	<u>2018</u>		
January	546,194	670,581	771,894	810,501	860,008	6.11%	49507
February	519,179	662,198	734,052	761,482	840,810	10.42%	79328
March	678,220	798,773	862,970	953,114	1,027,443	7.80%	74329
April	424,997	465,180	539,616	559,937	550,119	-1.75%	(9818)
May	412,963	407,348	457,509	497,922	543,014	9.06%	45092
June	550,454	588,011	663,968	733,640	787,731	7.37%	54091
July	676,416	718,677	815,316	843,076	957,224	13.54%	114148
August	610,863	741,675	872,625	891,413	856,044	-3.97%	(35369)
September	602,210	649,621	744,430	768,424	788,435	2.60%	20011
October	446,165	514,230	555,775	566,108	599,385	5.88%	33277
November	469,966	507,734	563,778	573,841	657,839	14.64%	83998
December	819,105	855,656	945,488	1,052,401	0		
<b>Total</b>	<b>\$6,756,732</b>	<b>\$7,579,684</b>	<b>\$8,527,421</b>	<b>\$9,011,859</b>	<b>\$8,468,052</b>	<b>6.39%</b>	<b>508594</b>

YTD 2017 **\$7,959,458**  
YTD \$ Difference **\$508,594**  
YTD Change **6.39%**

\* Totals include late penalties & interest...

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

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

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

## ACTIVITY REPORT - DECEMBER, 2018

### POLICE

	2018	2017
Property Stolen	\$10,836	\$4,204
Property Recovered	\$0	\$0
Animal Control		
Citations	0	0
Warnings	2	8
Bar Checks	4	28
Business Checks	201	530
Assists	9	32
Parking Citations	0	0
Traffic Citations	8	18
Traffic Warnings	57	102
Traffic Accidents	16	12
Public Streets	12	
Private Property	4	
Injuries	1	
Open Buildings	0	0
Alarms	2	8
Calls for service	494	506
<b>Felony Arrests</b>		<b>0</b>
2nd Degree Assault	1	
Arrest warrant	1	
Possession of Schedule II Drugs	1	
Felony Summons - Fraud	1	
<b>Misdemeanor Arrests</b>		<b>14</b>
DUR	1	
Warrant	1	
DUIs	5	

### MUNICIPAL COURT

	2018	2017
Total number of citations issued for this court date	30	12
Total number of violators due in court	11	3
Total number of violators in court	5	1
Deferred to trial:	0	0
Received Deferred Sentences:	0	0
Dismissed:	0	0
Guilty Pleas:	4	0
Guilty to Amended Charges:	2	1
Guilty from Trial:	0	0
Continued to following month:	2	0
<b>Dismissed Prior to Court</b>	<b>0</b>	<b>0</b>
<b>Handled by Mail</b>		
W/in 20 days for Point Reduction:	6	6
Outside of 20 days:	8	2
<b>No Shows</b>		
Warrants Issued:	0	0
Hold placed on Drivers License:	2	0
Filed Unpaid:	0	0

Karl Parsons and Jay Rosenfield graduated from the Red Rocks Police Academy and began with the PD's training program on December 16, 2018.

We are working on filling the 2 Community Service Officer positions.